



**Tuesday, November 5, 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

POLICY AGENDA

1. **2024-614** Approve the minutes for the October 21 & 22, 2024 meetings of the City Council.
2. **2024-398** Approve a variance request from the maximum height of 72 ft for a structure in a B-5 zoned property to instead to allow for a 100 ft maximum structure (flag pole) for a property located at 6461 US 98, as requested by Kerri McAlpin Little, applicant, Charlie Holder, applicant, and Mary Bryant, representative (PPIN 26161, Ward 3, Lamar County). The Board of Adjustment recommended denial on September 4th, 2024.
3. **2024-390** Take from the table: Adopt an Ordinance to amend the comprehensive zoning district map for a located at 532 Cox Street (PPIN 12368, Ward 5, Forrest County) from R-1C (Single-Family Residential) to A-2 (Agricultural Residential). The Planning Commission recommended approval with conditions on September 4th, 2024.
4. **2024-399** Take from the table: Approve the Board of Adjustment's recommendation to approve the request for a variance from the minimum lot size of 43,560 sq ft (1 acre) for an A-2 zoned property to instead allow for a minimum lot size of 16,200 sq ft on a property located at 532 Cox Street. The request is conditional upon the approval of a rezoning request to A-2 (PPIN 12368, Ward 5, Forrest County).
5. **2024-613** Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.
6. **2024-607** 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.

- 7. 2024-632** Adopt a Resolution declaring the intention of the governing body of the city to issue a negotiable note, series 2024, in the principal amount of not to exceed Four Million Dollars (\$4,000,000.00) to raise money for the purpose of providing funds for various capital improvement projects as provided herein; and for other related purposes within the city; and directing publication of the notice of noter sale.
- 8. 2024-577** Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Kohler Co, for a period not to exceed ten (10) years, commencing December 31, 2023, and ending December 31, 2033, with a true value of \$99,925,745.00 or the amount approved by The Mississippi Department of Revenue.
- 9. 2024-584** Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Georgia-Pacific Consumer Operations LLC, for a period not to exceed ten (10) years, commencing December 31, 2023, and ending December 31, 2033, with a true value of \$9,104,302.00 or the amount approved by The Mississippi Department of Revenue.
- 10. 2024-585** Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Western Container Corporation, for a period not to exceed ten (10) years, commencing December 31, 2023, and ending December 31, 2033, with a true value of \$7,861,808.00 or the amount approved by The Mississippi Department of Revenue.
- 11. 2024-592** Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Resinall Corporation, for a period not to exceed ten (10) years, commencing December 31, 2023, and ending December 31, 2033, with a true value of \$7,468,525.59 or the amount approved by The Mississippi Department of Revenue.
- 12. 2024-622** Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Wis- Pak of Hattiesburg, for a period not to exceed eight (8) years, commencing January 1, 2024, and ending December 31, 2033, with a true value of \$2,054,053.11 or the amount approved by The Mississippi Department of Revenue.
- 13. 2024-639** Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to BP Rex Closures, LLC, for a period not to exceed five (5) years, commencing December 31, 2023, and ending December 31, 2028, with a true value of \$1,498,805.00 or the amount approved by The Mississippi Department of Revenue.
- 14. 2024-623** Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Sofidel America Corp; for a period not to exceed ten (10) years, commencing December 31, 2023, and ending December 31, 2033, with a

true value of \$1,338,707.00 or the amount approved by The Mississippi Department of Revenue.

15. **2024-578** Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Zeon Chemicals, L.P., for a period not to exceed ten (10) years, commencing December 31, 2023, and ending December 31, 2033, with a true value of \$906,688.09 or the amount approved by The Mississippi Department of Revenue.
16. **2024-583** Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to York International Corporation, for a period not to exceed ten (10) years, commencing December 31, 2023, and ending December 31, 2033, with a true value of \$645,102.00 or the amount approved by The Mississippi Department of Revenue.
17. **2024-580** Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Green Bay Converting, Inc, for a period not to exceed ten (10) years, commencing December 31, 2023, and ending December 31, 2033, with a true value of \$327,814.00 or the amount approved by The Mississippi Department of Revenue.
18. **2024-637** Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to JPM of Mississippi, Inc, for a period not to exceed ten (10) years, commencing December 31, 2023, and ending December 31, 2033, with a true value of \$269,284.00 or the amount approved by The Mississippi Department of Revenue.
19. **2024-591** Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Mississippi Tank Company, for a period not to exceed ten (10) years, commencing December 31, 2023, and ending December 31, 2033, with a true value of \$252,481.03 or the amount approved by The Mississippi Department of Revenue.
20. **2024-636** Adopt the November 5th, 2024 Amendments to the budget for fiscal year ending September 30, 2024 and adopt Resolution authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance.
21. **2024-645** Adopt a Resolution amending the request for infrastructure and certain streets of Augusta Court Subdivision be accepted as public streets and accepting the infrastructure of said subdivision within the boundaries of the City of Hattiesburg.
22. **2024-617** 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 "MLK Water and Sewer" and authorize execution of the same.

23. **2024-618** 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 "W. 7th Street Infrastructure Improvements Project" and authorize execution of the same.
24. **2024-619** 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 "Edwards St. Sewer" and authorize execution of the same.
25. **2024-634** Approve an Agreement with Powell Construction Services, Inc. for repair and maintenance of traffic signals for the period November 1, 2024, through October 31, 2025, and authorize the Mayor to execute in duplicate.
26. **2024-644** Approve As-Built Contract Change Order with Chris Albritton Construction Co., Inc. for the Bobby L. Chain Airport Taxiway A Realignment project to adjust contract quantities to final as-built quantities for a total contract decrease of \$258,191.00 and authorize the Mayor to execute in duplicate; Approve advertisement of Notice of Final Settlement for the project; Acknowledge receipt of closing documents for the project and authorize Final Acceptance of the project; Authorize final payment to the contractor and issuance of a manual check in payment thereof.
27. **2024-610** Approve Lighting Agreement with Mississippi Power Company for additional street lighting on 40th Place for a monthly increase of \$23.10 and authorize the Mayor to execute the same.
28. **2024-631** Acknowledge bids received on August 29, 2024, for the 7th, 25th, and Grace Avenue Infrastructure Improvements Project and accept the base bid from TL Wallace Construction, Inc. in the amount of \$4,622,432.29 as the lowest and best bid and authorize the Mayor to execute construction contracts and all necessary agreements for related purposes.
29. **2024-630** Acknowledge bids received on September 10, 2024, for the Unified Neighborhood Infrastructure Improvements Phase I Project and accept the bid from R&J Construction, Inc. of Laurel, MS in the amount of \$2,185,814.45 as the lowest and best bid and authorize the Mayor to execute construction contracts and all necessary agreements for related purposes.

- 30. 2024-628** Acknowledge bids received on September 19, 2024, for the Innswood Drainage Improvements Phase I Project and accept the bid from Glenn W. Leonard, Inc. in the amount of \$1,258,294.50 as the lowest and best bid and authorize the Mayor to execute construction contracts and all necessary agreements for related purposes.
- 31. 2024-633** Approve Agreement between the City of Hattiesburg and Pine Belt Regional Solid Waste Management Authority for the disposal of municipal solid waste; and Declare and Confirm the City of Hattiesburg's membership in the Authority as per Agreement and authorize the Mayor to execute the same.
- 32. 2024-605** Approve Agreement between the City of Hattiesburg and Hattiesburg Optimist Club for the amount of \$15,000 to operate and promote Hattiesburg Dixie Boys Baseball for Hattiesburg area residents, and authorize the Mayor to execute and issuance of a manual check.
- 33. 2024-612** Approve the 2024-2025 VisitHattiesburg Tourism Grant award in the amount of \$4,250.00 to support Midnight on Front Street and authorize the Mayor to execute the same.
- 34. 2024-626** Approve the State holiday schedule as the City's holidays for the fiscal year 2024-2025 in accordance with MS Code 3-3-7, per attached list.
- 35. 2024-653** Adopt an Ordinance setting salary of Mayor and City Council for the City of Hattiesburg, Mississippi.
- 36. 2024-654** Adopt a Resolution declaring Forrest County PPIN 1488, 1489 and 39311 necessary for public use and determine that it is prudent and in the best interest of the public and authorize the Mayor to enter an administrative settlement in the Special Court of Eminent Domain for Forrest County, Mississippi, Cause No. 24-1142, 24-1143, and 24-1144 in an aggregate amount not to exceed Three Hundred Fifty Thousand Dollars (\$350,000.00) to the Forrest County Circuit Clerk, the named Defendants, their counsel, and/or other interested parties in the above referenced proceedings at the direction of the City Attorney or his designee.
- 37. 2024-651** Approve Memorandum of Understanding between City of Hattiesburg and the Mississippi Department of Finance and Administration for funding in the amount of \$300,000.00 for improvements to Tipton Street in Hattiesburg and authorize the Mayor to execute any and all necessary documents for the same.
- 38. 2024-652** Approve Memorandum of Understanding between the City of Hattiesburg and the Mississippi Department of Finance and Administration for funding in the amount of \$3,500,000.00 for improvements in the Avenues area of Hattiesburg and authorize the Mayor to execute any and all necessary documents for the same.

39. **2024-655** Approve Agreement between City of Hattiesburg and BRINC Drones, Inc., to provide devices and services related to the BRINC Drone system and authorize the Mayor to execute all documents necessary.

ROUTINE AGENDA

1. **2024-609** Acknowledge the 2024 Expenditure Report from the Youth Soccer Association.
2. **2024-606** Acknowledge receipt of the 2024 Expenditure Report from the Optimist Club for the Hattiesburg Dixie Boys Baseball.
3. **2024-620** Acknowledge receipt of the two-quote docket.
4. **2024-621** Acknowledge Solid Waste Revenues and Expenditures for the fiscal year ending September 30, 2024, and authorize publication of the same.
5. **2024-627** Authorize publication of Notice of Public Hearing regarding the City of Hattiesburg MS4 Stormwater Management Program.
6. **2024-638** Authorize publication of advertisement for bids for the construction of Fire Station #2(FEMA DR 4295 PW#11) upon completion of plans and specifications.
7. **2024-642** Approve Plans and Specifications for the Sims Road Boat Ramp Improvements Project and authorize advertisement for bids for same.
8. **2024-615** Approve the sale of grave spaces per attached Memo's, Receipts, and Deeds.
9. **2024-616** Approve claims docket for the period ending October 31, 2024.

In Memoriam:

- Ms. Debry Rennette Harmon-Washington
- Mr. Robert Huddleston
- Mr. Robert Hugh Mordica, Sr.
- Sherriff Billy McGee
- Mrs. Billie Faye Lawrence
- Mrs. Alissa King

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ronda Kennedy, Clerk of Council
cc:
Date: Tuesday, November 5, 2024
Re: Approve the minutes for the October 21 & 22, 2024 meetings of the City Council.
File Number: 2024-614
Minute Book #

Summary

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

Recommendation Statement

I recommend approval of the minutes.

Please place this on the November 5, 2024 City Council meeting for consideration.

Published Agenda



Monday, October 21, 2024	City Council	Council Chambers
4:00 PM	Monday Meeting Agenda	200 Forrest Street

- Call to Order
- Agenda Review
- Citizens' Forum
- Meeting Recess

Call to Order

BE IT REMEMBERED that the **Agenda Review meeting of the Hattiesburg City Council was held at 4:00 p.m. Monday, October 21, 2024**, in Council Chambers at City Hall; same being from an adjourned meeting held on October 8, 2024.

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

Council President George **Called the meeting to Order.**

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 Avenue, Apt. A*
- *Elder Randolph and Annette Cole, 144 West 5th Street*
- *Ian Baker (Court of Appeals Candidate) Gulfport, MS*
- *Jeffery Lewis, 105 Kenilworth Place, Ridgeland, MS*

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

Council Vice President Ware **closed the Citizen Forum.**

Meeting Recess

Council President George declared the **meeting recessed at 4:43 p.m., this 21st day of , 2024**, by unanimous consent, until the 22nd day of October, 2024.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor



Tuesday, October 22, 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 – *Remove Policy Item #10 at the request of the Administration.*

POLICY AGENDA

- | | | |
|-----|-----------------|--|
| 1. | 2024-602 | Approve the minutes for the October 7 & 8, 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 3rd, 2024. (Tabled from the August 20, 2024 Council meeting). |
| 3. | 2024-564 | Adopt an Ordinance amending the Land Development Code, Ord. 3209 as amended, to make changes to section 10.8.5.ii, Sign Design. The request is to add the R-3 zoning district as a conditional use for electronic message board lighting. The Planning Commission recommended to deny on October 2, 2024. |
| 4. | 2024-480 | Approve or Deny a Conditional Use request made by the Catholic Diocese of Biloxi, Owner, Father Mark A. Ropel, Representative, Kathleen Schimel, representative, and Fast Signs, Contractor, for an “electronic message board” at a property located at 3117 W 4th Street (Ward 1). The Planning Commission offered no recommendation. |
| 5. | 2024-563 | Approve or Deny a variance request made by William Carey University, Owner, Robert Brant Johnson, Applicant, to request the maximum height of fences from 4ft for an R-3 zoned property to instead allow for a 6ft fence at a property located at 200 Magnolia Avenue (PPIN 13684, Ward 5, Forrest County). The Board of Adjustment recommended approval on October 2 nd , 2024. |
| 6. | 2024-565 | Approve or Deny a petition filed by Jermaine Hatten, Applicant and New Testament Baptist Church, Owner to request a conditional use request for “place of assembly not otherwise listed” for a property located 2111 Country Club Road (PPIN 27139, Ward 5, Forrest County). The Planning Commission recommended approval on October 2 nd , 2024. |
| 7. | 2024-571 | 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. |
| 8. | 2024-560 | Adopt a Resolution to advertise municipal opportunities, possibilities and resources through the participation in the December 14, 2024, National Wreaths Across America Day in the amount of \$1700.00 as authorized by Section 17-3-1 of the Mississippi Code of 1972 as annotated and amended; and authorize manual check for the same. |
| 9. | 2024-573 | Adopt a Resolution authorizing the request for proposal for the selling of a portion of property described as Forrest County PPIN # 027514 in accordance with Mississippi Code 21-17-1-(2) (a), by soliciting and accepting sealed competitive bids. |
| 10. | 2024-604 | Adopt a Resolution declaring equipment surplus (per attached list) and authorize the disposal of said equipment; authorize removal of equipment from city inventory. |
| 11. | 2024-574 | Adopt a Resolution declaring surplus a certain parcel of City-owned property at PPIN 13866 and authorize the execution of a Quit Claim Deed from the City of Hattiesburg to ALS Properties in the amount of \$21,000.00, in accordance with Mississippi Code 21-17-1. |
| 12. | 2024-579 | Adopt a Resolution authorizing the submission of a grant application to the U.S. Department of Transportation (USDOT) Federal Highway Administration (FHWA) for funding through the Bridge Investment Program (BIP) to replace and rehabilitate two bridges located on Glendale Avenue (SA18-108 & SA18-203) and to collaborate with Forrest County in the funding of the 20% local cost share of the non-federal funds required. Authorize the Mayor to execute any and all documents necessary for submission. |

13.

2024-599

Adopt a Resolution to accept the streets and infrastructure in the Augusta Court Subdivision.

14.

2024-576

Approve Agreement with Shows, Dearman and Waits, Inc. to provide data management services related to the City's fire hydrants and authorize the Mayor to execute in duplicate.

15.

2024-598

Acknowledge bids received October 10, 2024, for the Midtown Streetscape project and accept the bid from R&J Construction, Inc. of Laurel, MS in the amount of \$7,183,607.57; and authorize the Mayor to execute any and all documents required for the project.

16.

2024-597

Acknowledge bids received on October 17th, 2024 for the Repair and Rehabilitation of City Streets Term Bid, and accept the bids as per recommendation in the attached memorandum.

17.

2024-527

Approve Memorandum of Agreement between the City of Hattiesburg and AIDS Services Coalition (ASC) to provide case management and supportive services for the homeless in Hattiesburg.

18.

2024-590

Approve agreement between City of Hattiesburg and Stone County for the housing of City of Hattiesburg prisoners at the Stone County Regional Correction Facility and authorize the Mayor to execute the same.

19.

2024-570

Approve the Agreement with Hattiesburg Youth Soccer Association in the amount of \$20,000.00 to develop and promote soccer programs for Hattiesburg residents for the term of October 1st, 2024 through September 30th, 2025; acknowledgment of expenditure report, authorize issuance of manual check and the Mayor to execute the same.

20.

2024-588

Approve Sponsorship Agreement between the City of Hattiesburg and William Carey University for advertisement sponsorship as outlined in the attached agreement, in accordance with Mississippi 17-3-1, in the amount of 10,000.00, issuance of a manual check, and authorize the Mayor to execute the same.

21.

2024-587

Approve the renewal of a software agreement between the City of Hattiesburg and Power DMS, INC. for the required software for The Commission Accreditation of Law Enforcement in the amount of \$9262.44.

22.

2024-575

Authorize grant application to the America in Bloom/CN Railway EcoConnexions From the Ground Up Grants Program to fund landscaping improvements along Hall Avenue. The City must provide a minimum of 50% in matching funds and the total requested amount cannot exceed \$25,000.00.
- ROUTINE AGENDA**
1.

2024-596

Acknowledge the privilege tax license report for the month of September 2024.

2.

2024-595

Acknowledge monthly budget report for the month ending September 30, 2024.

3.

2024-600

Authorize publication of Notice of Public Hearing regarding the City of Hattiesburg MS4 Stormwater Management Program.

4.

2024-569

Approve Specifications and Authorize Publication of Advertisement for Term Bids for Lot Clearing/Grass Cutting and related services.

5.

2024-568

Approve Specifications and Authorize Publication of Advertisement for Term Bids for Demolition and related services.

6.

2024-593

Approve Specifications and Authorize publication of an advertisement for term bid item for the City of Hattiesburg Public Works Department.

7.

2024-581

Approve the City's purchase of (1) one grave space located in Section 34, Lot 96, South Half (S 1/2) of the Northwest Quarter (NW 1/4) at Highland Cemetery, Minute Book 2022, Page 20 in the amount of \$175.00 from Jean Watts, Authorize manual check for the same.

8.

2024-582

Approve the City's purchase of (2) two grave spaces located in Section 34, Lot 98, Southwest Quarter (SW 1/4) at Highland Cemetery, Minute Book 2023, Page 72 in the amount of \$350.00 from Marcos Cordero, Authorize a manual check for the same.

9.

2024-594

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

10.

2024-603

Approve claims docket for the period ending October 18, 2024.

In Memoriam:

 - *Mr. Loyal Furry*
 - *Mrs. Dinny St. John*
 - *Rev. James Simmons*
 - *Mr. Dennis Fink*
 - *Ms. Fran Estes*

Meeting Adjourn

Call to Order

BE IT REMEMBERED that the **regular meeting of the Hattiesburg City Council was held at 5:00 p.m. Tuesday, October 22, 2024**, in Council Chambers at City Hall; same being from a recessed meeting held on October 21, 2024.

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

Council President George **Called the meeting to Order.**

Call to Prayer and Pledge of Allegiance

The Prayer was given by *Officer David Matos.*
The Pledge of Allegiance was led by *Kermas Eaton.*

Presentation Agenda

The PRESENTATION AGENDA came before the Council.
Mayor Barker recognized a member from the Mayor's Youth Council.
There were no other presentations at this time.

Agenda Adjustments:

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to **REMOVE** *Policy Agenda Item #10* at the request of the Administration.

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

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

Nays: 0

THE MATTER OF THE AGENDA ORDER came before the Council.

POLICY AGENDA

The POLICY AGENDA came before the Council.

1.

2024-602

Approve the minutes for the October 7 & 8, 2024 meetings of the City Council.

Attachments: 10-07-2024 AR, WS Mins.
10-08-2024 Mins.
- A MOTION was made by Council Member Brown and seconded by Council Member Delgado to **APPROVE** the minutes for the October 7 & 8, 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, Carroll, Ware and Brown

Nays: 0
2.

2024-258
[DENIED]

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 from the August 20, 2024 Council meeting).

Attachments: A1 - Staff Summary - Big Chicken
 A1 - Image Sheet - Big Chicken
 PH Application_ with variance application
 Warranty Deed
 BIG CHICK POLE SIGN - site plan
 BOA JULY - MINUTES

Council Member Carroll asked Council President George to *suspend Robert's Rule of Order* to allow the City's Senior Planner, Nathan Satcher, to explain the applicant's request.

After Mr. Satcher's explanation, Council President George *reinstated Robert's Rule of Order*.

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.

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

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to **DENY** the variance request per the applicant's 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) and include letter of explanation for the minutes.

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. **2024-564** Adopt an Ordinance amending the Land Development Code, Ord. 3209 as amended, to make changes to section 10.8.5.ii, Sign Design. The request is to add the R-3 zoning district as a conditional use for electronic message board lighting. The Planning Commission recommended to deny on October 2, 2024.

Attachments: A & B - Staff Report - 3117 W 4th Street
 A1 Image Sheet - 3117 W 7th Street
 3117 W 4th Street - Public Hearing Application
 Legal Description
 Warrenty Deed
 Sign Proof
 Hattiesburg Planning Commission Minutes- October 2024
 Ordinance

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to **ADOPT AN ORDINANCE (#3363)** amending the Land Development Code, Ord. 3209 as amended, to make changes to section 10.8.5.ii, Sign Design. The request is to add the R-3 zoning district as a conditional use for electronic message board lighting.

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

Yeas: 5- George, Delgado, Carroll, Ware and Brown
Nays: 0

4. **2024-480** Approve or Deny a Conditional Use request made by the Catholic Diocese of Biloxi, Owner, Father Mark A. Ropel, Representative, Kathleen Schimel, representative, and Fast Signs, Contractor, for an “electronic message board” at a property located at 3117 W 4th Street (Ward 1). The Planning Commission offered no recommendation.

Attachments: A & B - Staff Report - 3117 W 4th Street
 A1 Image Sheet - 3117 W 7th Street
 3117 W 4th Street - Public Hearing Application
 Warrenty Deed
 Legal Description
 Sign Proof
 Hattiesburg Planning Commission Minutes- October 2024

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to **APPROVE** a Conditional Use request for an “electronic message board” at a property located at 3117 W 4th Street.

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

Yeas: 5- George, Delgado, Carroll, Ware and Brown
Nays: 0

5. **2024-563** Approve or Deny a variance request made by William Carey University, Owner, Robert Brant Johnson, Applicant, to request the maximum height of fences from 4ft for an R-3 zoned property to instead allow for a 6ft fence at a property located at 200 Magnolia Avenue (PPIN 13684, Ward 5, Forrest County). The Board of Adjustment recommended approval on October 2nd, 2024.

Attachments: B - Staff Report - 200 Magnolia Ave
 B Image Sheet - 200 Magnolia Ave
 200 Magonila Ave
 200 Magnolia Ave_variance application
 200 Magnolia AVe_photos by applicant NUMBERED
 Hattiesburg Board of Adjustment Minutes- October 2024

A MOTION was made by Council Member Brown and seconded by Council Member Carroll to **APPROVE** a variance request to allow for a 6ft. fence at a property located at 200 Magnolia Avenue.

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

Yeas: 5- George, Delgado, Carroll, Ware and Brown
Nays: 0

6. **2024-565** Approve or Deny a petition filed by Jermaine Hatten, Applicant and New Testament Baptist Church, Owner to request a conditional use request for “place of assembly not otherwise listed” for a property located 2111 Country Club Road (PPIN 27139, Ward 5, Forrest County). The Planning Commission recommended approval on October 2nd, 2024.

Attachments: C - Staff Report - 2111 Country Club Road
 C1 Image Sheet - 2111 Country Club Drive
 2111 Country Club Road -Public Hearing Application
 Preliminary Site Plan_2111 Country Club Road
 Hattiesburg Planning Commission Minutes- October 2024

A MOTION was made by Council Member Brown and seconded by Council Member Delgado to **APPROVE** a conditional use request for “place of assembly not otherwise listed” for a property located 2111 Country Club Road.

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

Yeas: 5- George, Delgado, Carroll, Ware and Brown
Nays: 0

7. **2024-571** 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 - CE 10/22/2024
 1. 104 Tuscan Ave Adjudication Resolution
 2. 100 Broadway Dr Adjudication Resolution
 3. 135 E 7th St Adjudication Resolution
 4. 504 Ruby Ave Adjudication Resolution
 5. 1504 Main St Adjudication Resolution
 6. 607 Gussie Ave Adjudication Resolution
 7. 710 Lincoln St Adjudication Resolution
 8. 712 Lincoln St Adjudication Resolution
 9. 2011 Brooklane Dr Adjudication Resolution

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to **ADOPT RESOLUTIONS (#2024-170-178)** adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties.

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

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

Nays: 0

8. **2024-560** Adopt a Resolution to advertise municipal opportunities, possibilities and resources through the participation in the December 14, 2024, National Wreaths Across America Day in the amount of \$1700.00 as authorized by Section 17-3-1 of the Mississippi Code of 1972 as annotated and amended; and authorize manual check for the same.

Attachments: WAA 2024
 Resolution - 2024 Wreaths Across America Day - Advertisement

A MOTION was made by Council Member Delgado and seconded by Council Vice President Ware to **ADOPT A RESOLUTION (#2024-179)** to advertise municipal opportunities, possibilities and resources through the participation in the December 14, 2024, National Wreaths Across America Day in the amount of \$1,700.00 as authorized by Section 17-3-1 of the Mississippi Code of 1972 as annotated and amended; and **AUTHORIZE** manual check for the same.

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

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

Nays: 0

9. **2024-573** Adopt a Resolution authorizing the request for proposal for the selling of a portion of property described as Forrest County PPIN # 027514 in accordance with Mississippi Code 21-17-1-(2) (a), by soliciting and accepting sealed competitive bids.

Attachments: Resolution and Order request for proposal - Lakeview Plant
 Old Water Plant 1_Survey_signed_2024-09-30 (2)
 1235227_Boundary Desc
 Lakeview Road - Appraisal Report
 Advertisement for bids
 Bid Proposal

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to **ADOPT A RESOLUTION (#2024-180)** authorizing the request for proposal for the selling of a portion of property described as Forrest County PPIN # 027514 in accordance with Mississippi Code 21-17-1-(2) (a), by soliciting and accepting sealed competitive bids.

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

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

Nays: 0

10.

2024-604

REMOVED
11.

2024-574

Adopt a Resolution declaring surplus a certain parcel of City-owned property at PPIN 13866 and authorize the execution of a Quit Claim Deed from the City of Hattiesburg to ALS Properties in the amount of \$21,000.00, in accordance with Mississippi Code 21-17-1.

Attachments: SURPLUS RESOLUTION - PPIN 13866- 313 Willis Ave
 2024042 - 313 Willis Avenue - Appraisal
 1544_001
 ALS Properties deed

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to **ADOPT** A RESOLUTION (#2024-181) declaring surplus a certain parcel of City-owned property at PPIN 13866 and **AUTHORIZE** the execution of a Quit Claim Deed from the City of Hattiesburg to ALS Properties in the amount of \$21,000.00, in accordance with Mississippi Code 21-17-1.

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

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

Nays: 0

12.

2024-579

Adopt a Resolution authorizing the submission of a grant application to the U.S. Department of Transportation (USDOT) Federal Highway Administration (FHWA) for funding through the Bridge Investment Program (BIP) to replace and rehabilitate two bridges located on Glendale Avenue (SA18-108 & SA18-203) and to collaborate with Forrest County in the funding of the 20% local cost share of the non-federal funds required. Authorize the Mayor to execute any and all documents necessary for submission.

Attachments: City of Hattiesburg - Resolution - FY25 Bridge Investment Program 10.22.24

A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to **ADOPT** A RESOLUTION (#2024-182) authorizing the submission of a grant application to the U.S. Department of Transportation (USDOT) Federal Highway Administration (FHWA) for funding through the Bridge Investment Program (BIP) to replace and rehabilitate two bridges located on Glendale Avenue (SA18-108 & SA18-203) and to collaborate with Forrest County in the funding of the 20% local cost share of the non-federal funds required. **AUTHORIZE** the Mayor to execute any and all documents necessary for submission.

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

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

Nays: 0

13.

2024-599

Adopt a Resolution to accept the streets and infrastructure in the Augusta Court Subdivision.

Attachments: SECOND AUGUSTA COURT SUBDIVISION PLAT 1-16-2008
 2024.10.14 August Court Subdivision_Street Acceptance Letter
 RESOLUTION_August Court Acceptance 2024.10.14 Infrastructure& Streets

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to **ADOPT** A RESOLUTION (#2024-183) to accept the streets and infrastructure in the Augusta Court Subdivision.

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

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

Nays: 0

14. **2024-576** Approve Agreement with Shows, Dearman and Waits, Inc. to provide data management services related to the City's fire hydrants and authorize the Mayor to execute in duplicate.

Attachments: 12253 - Hydrant Testing Proposal - 2024

A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to **APPROVE** Agreement with Shows, Dearman and Waits, Inc. to provide data management services related to the City's fire hydrants and **AUTHORIZE** the Mayor to execute in duplicate.

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

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

Nays: 0

15. **2024-598** Acknowledge bids received October 10, 2024, for the Midtown Streetscape project and accept the bid from R&J Construction, Inc. of Laurel, MS in the amount of \$7,183,607.57; and authorize the Mayor to execute any and all documents required for the project.

Attachments: DECD City Order
 DECD-0018(36)BO Bid Tab

A MOTION was made by Council Member Brown and seconded by Council Vice President Ware to **ACKNOWLEDGE** bids received October 10, 2024, for the Midtown Streetscape project and **ACCEPT** the bid from R&J Construction, Inc. of Laurel, MS in the amount of \$7,183,607.57; and **AUTHORIZE** the Mayor to execute any and all documents required for the project.

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

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

Nays: 0

16. **2024-597** Acknowledge bids received on October 17th, 2024 for the Repair and Rehabilitation of City Streets Term Bid, and accept the bids as per recommendation in the attached memorandum.

Attachments: FY25 Term Bid

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to **ACKNOWLEDGE** bids received on October 17, 2024 for the Repair and Rehabilitation of City Streets Term Bid, and **ACCEPT** the bids as per recommendation in the attached memorandum.

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

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

Nays: 0

17. **2024-527** Approve Memorandum of Agreement between the City of Hattiesburg and AIDS Services Coalition (ASC) to provide case management and supportive services for the homeless in Hattiesburg.

Attachments: ASC MOU

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to **APPROVE** Memorandum of Agreement between the City of Hattiesburg and AIDS Services Coalition (ASC) to provide case management and supportive services for the homeless in Hattiesburg.

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

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

Nays: 0

18. **2024-590** Approve agreement between City of Hattiesburg and Stone County for the housing of City of Hattiesburg prisoners at the Stone County Regional Correction Facility and authorize the Mayor to execute the same.

Attachments: Stone Co Prisoner Housing Agreement w City of Hattiesburg

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to **APPROVE** agreement between City of Hattiesburg and Stone County for the housing of City of Hattiesburg prisoners at the Stone County Regional Correction Facility and **AUTHORIZE** the Mayor to execute the same.

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

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

Nays: 0

19. **2024-570** Approve the Agreement with Hattiesburg Youth Soccer Association in the amount of \$20,000.00 to develop and promote soccer programs for Hattiesburg residents for the term of October 1st, 2024 through September 30th, 2025; acknowledgment of expenditure report, authorize issuance of manual check and the Mayor to execute the same.

Attachments: 2025 Agreement Soccer Association
 Tatum Park Certificate of Liability
 Tatum Park Certificate of Liability Insurance

A MOTION was made by Council Member Brown and seconded by Council Vice President Ware to **APPROVE** the Agreement with Hattiesburg Youth Soccer Association in the amount of \$20,000.00 to develop and promote soccer programs for Hattiesburg residents for the term of October 1, 2024 through September 30, 2025; acknowledgment of expenditure report, **AUTHORIZE** issuance of manual check and the Mayor to execute the same.

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

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

Nays: 0

20. **2024-588** Approve Sponsorship Agreement between the City of Hattiesburg and William Carey University for advertisement sponsorship as outlined in the attached agreement, in accordance with Mississippi 17-3-1, in the amount of 10,000.00, issuance of a manual check, and authorize the Mayor to execute the same.

Attachments: William Carey

A MOTION was made by Council Member Delgado and seconded by Council Member Brown to **APPROVE** Sponsorship Agreement between the City of Hattiesburg and William Carey University for advertisement sponsorship as outlined in the attached agreement, in accordance with Mississippi 17-3-1, in the amount of 10,000.00, issuance of a 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, Carroll, Ware and Brown

Nays: 0

21. **2024-587** Approve the renewal of a software agreement between the City of Hattiesburg and Power DMS, INC. for the required software for The Commission Accreditation of Law Enforcement in the amount of \$9262.44.

Attachments: Invoice for Hattiesburg Police Department (MS) - INV-57737 - 2024-09-25

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to **APPROVE** the renewal of a software agreement between the City of Hattiesburg and Power DMS, INC. for the required software for The Commission Accreditation of Law Enforcement in the amount of \$9,262.44.

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

22. **2024-575** Authorize grant application to the America in Bloom/CN Railway EcoConnexions From the Ground Up Grants Program to fund landscaping improvements along Hall Avenue. The City must provide a minimum of 50% in matching funds and the total requested amount cannot exceed \$25,000.

Attachments: Grant Application Outline

A MOTION was made by Council Member Delgado and seconded by Council Vice President Ware to **AUTHORIZE** grant application to the America in Bloom/CN Railway EcoConnexions From the Ground Up Grants Program to fund landscaping improvements along Hall Avenue. The City must provide a minimum of 50% in matching funds and the total requested amount cannot exceed \$25,000.

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

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

Nays: 0

ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

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

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

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

Nays: 0

1. **2024-596** Acknowledge the privilege tax license report for the month of September 2024.

 Attachments: 9/2024 PTL Report

2. **2024-595** Acknowledge monthly budget report for the month ending September 30, 2024.

 Attachments: 093024 REV REPORT
 093024 EXP REPORT

3. **2024-600** Authorize publication of Notice of Public Hearing regarding the City of Hattiesburg MS4 Stormwater Management Program.

 Attachments: Notice of Public Hearing_ MS4 SWMP 2024

4. **2024-569** Approve Specifications and Authorize Publication of Advertisement for Term Bids for Lot Clearing/Grass Cutting and related services.

 Attachments: Bid Form - Lot Clearing 2025
 Notice to Bidders- Lot Clearing 2025
 Term Bid Document - Lot Clearing 2025

5. **2024-568** Approve Specifications and Authorize Publication of Advertisement for Term Bids for Demolition and related services.

 Attachments: Bid Form - Demolition 2025
 Notice to Bidders- Demolition 2025
 Term Bid Document - Demolition 2025

6. **2024-593** Approve Specifications and Authorize publication of an advertisement for term bid item for the City of Hattiesburg Public Works Department.

 Attachments: Item #25 Concrete & Brick Transportation Structures
 Notice to Bidder Public Services_001

7. **2024-581** Approve the City's purchase of (1) one grave space located in Section 34, Lot 96, South Half (S 1/2) of the Northwest Quarter (NW 1/4) at Highland Cemetery, Minute Book 2022, Page 20 in the amount of \$175.00 from Jean Watts, Authorize manual check for the same.

 Attachments: Buy Back (Jean Watts 10-22-2024)

8. **2024-582** Approve the City's purchase of (2) two grave spaces located in Section 34, Lot 98, Southwest Quarter (SW 1/4) at Highland Cemetery, Minute Book 2023, Page 72 in the amount of \$350.00 from Marcos Cordero, Authorize a manual check for the same.

 Attachments: Buy Back (Marcos Cordero) 10-22-2024

9. **2024-594** Approve the sale of grave spaces per attached, Memo's, Receipts, and Deeds.

 Attachments: Memo's (10-22-2024)
 Receipts (10-22-2024)
 Deeds (10-22-2024)

10. **2024-603** Approve claims docket for the period ending October 18, 2024.

 Attachments: DOCKET 24.1018
 DT 24.10.18

In Memoriam:

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

- *Mr. Loyal Furry*
- *Mrs. Dinny St. John*
- *Rev. James Simmons*
- *Mr. Dennis Fink*
- *Ms. Fran Estes*

Meeting Adjourn

Council President George declared the **meeting adjourned at 5:19 p.m., this 22nd day of October, 2024**, by unanimous consent, until the 4th day of November, 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: Cory Long, Planning Administrator, Nathan Satcher, Planner II

cc: Ann Jones, Chief Administrative Officer

Date: Tuesday, November 5, 2024

Re: Approve a variance request from the maximum height of 72 ft for a structure in a B-5 zoned property to instead to allow for a 100 ft maximum structure (flag pole) for a property located at 6461 US 98, as requested by Kerri McAlpin Little, applicant, Charlie Holder, applicant, and Mary Bryant, representative (PPIN 26161, Ward 3, Lamar County). The Board of Adjustment recommended denial on September 4th, 2024.
File Number: 2024-398
Minute Book #

Summary

Kerri McAlpin Little, applicant, Charlie Holder, applicant, and Mary Bryant, representative, request a variance from the maximum height of 72 ft for a structure in a B-5 zoned property to instead to allow for a 100 ft maximum structure (flag pole) for a property located at 6461 US 98 (PPIN 26161, Ward 3, Lamar County). The Board of Adjustment recommended denial on September 4th, 2024.

Recommendation Statement

The Board of Adjustment recommended denial on September 4th, 2024.

Please place this on the November 5, 2024 City Council meeting for consideration.

September 2024 BOA Item: A
Kerri McAlpin Little, Applicant
Request for: **Structure Height Variance**



**Board of Adjustment
Case Fact Sheet**

Name of Petitioners: Kerri McAlpin Little, Applicant

Address of Property:
6461 US-98

Tax Parcel
052N-09-032.000

PPIN:
26161

Ward:
3

Request: **Structure Variance - Maximum Height Requirement**

Purpose of Request: Kerri McAlpin Little, applicant, requests a variance from the maximum height of 72 ft for a structure in a B-5 zoned property to instead to allow for a 100 ft maximum structure (flag pole) for a property located at 6461 US 98 (PPIN 26161, Ward 3, Lamar County).

History / Background: The applicant met with staff regarding installing a flagpole at the Toyota of Hattiesburg property in December of 2021. The original proposal included a 125' flag pole that would fly a 30' x 50' American flag and would "not be used as a billboard; it will only be used to display the American flag." The applicant stated that they were aware of the existing regulations within the Land Development Code for pole signs, the maximum height requirement of 35', and the provision allowing flags to be exempted from permitting when they are not used as commercial promotion or advertising devices. Staff told the applicant that the flag pole would need to be at or below the 72' building height requirement for a B-5 zone and that it needed to meet the 30' front setback requirement. Staff also informed the applicant that they would need to seek a variance to move forward with the 125' flag pole.

The applicant met again with staff regarding the installation of the flag pole in July of 2024, seeking to install a 100' flag pole that would fly a 20'-30' American flag.

September 2024 BOA Item: A
 Kerri McAlpin Little, Applicant
 Request for: **Structure Height Variance**

Applicant Summary: See Attached

Applicable Regulations:

SECTION 6 Table 6.1 Dimensional Standards and Measurements

Table 6.1 Dimensional Standards										
District	Minimum Lot Size in SF/ Width at Setback	Max. Dwelling Units	Max. Floor Area Ratio	Setbacks in feet				Max. Height*	Max. Impervious Surface Lot Coverage	Buffer in Feet
				Min. Front	Max. Front	Min. Side	Min. Rear			
B-1	0/100	-	.75	20	25	0 or 15	0	35 feet or 3 stories	80%	20
B-2	4,000/ 100	-	0.75	0	10	0 or 10	0	35 feet or 3 stories	80%	20
B-3	No minimum/ 100	-	1.00	30	-	0 or 10	0	40 feet or 3 stories	80%	30
B-4	No minimum/ none	-	No limit	0	10	0	0	135 feet or 10 stories	100%	40
B-5	No minimum/ 100	-	1.50	30	150	0 or 10	0	72 feet or 6 stories	90%	50

SECTION 10 10.5 Certain Permanent and Temporary Signs Exempt.

10.5.1.2 Signs Associated with Public Bodies, Public and Private Universities and Schools. Such signs include:

- Signs erected by or on behalf of or pursuant to the authorization of a governmental body, including legal notices, identification and informational signs, and traffic, directional, or regulatory signs
- Official signs of a noncommercial nature erected by public utilities
- Flags, pennants, or insignia of any governmental or nonprofit organization when not displayed in connection with a commercial promotion or as an advertising device

Present Zoning: B-5 Regional Business

Present Use: Car Dealership

Future Land Use: Regional Business Corridor/Regional Business

September 2024 BOA Item: A
Kerri McAlpin Little, Applicant
Request for: **Structure Height Variance**

**Surrounding Zoning:
and Land Use:**

North: B-5 Regional Business
South: B-5 Regional Business
East: B-3 Community Business and B-5 Regional Business
West: B-5 Regional Business

**Letters or
Concerns stated:**

Staff have not received any letters or concerns regarding this project as of completing this report.

Options:

Recommend **approval or denial** of the variance from the maximum height of 72 ft for a structure in a B-5 zoned property to instead to allow for a 100 ft maximum structure (flag pole) for a property located at 6461 US 98 (PPIN 26161, Ward 3, Lamar County).

Basis for Approval (12.4.1.1):

Approval Criteria. A variance is not a right, but a privilege that property owners meeting the following criteria may request. These criteria are to be used to consider all variance requests. It shall be the burden of the applicant to prove that the request meets these criteria:

I. Hardship.

- The hardship is unique to the property and is not or will not be caused by the actions or inactions of the applicant.
- There are exceptional conditions creating an undue hardship applicable only to the property involved or the intended use which do not apply generally to the other land areas or uses within the same zoning district.

II. Special Privilege. A variance shall not confer any special privilege that is denied to other lands or structures in the same zoning district.

III. Literal Interpretation. The literal interpretation of the provisions of the regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant.

IV. Reasonable Use. The applicant cannot make reasonable use of the property without the requested variance.

V. Minimum Required. The granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure.

VI. Conformance with the Purposes of this Code. The granting of

September 2024 BOA Item: A
Kerri McAlpin Little, Applicant
Request for: **Structure Height Variance**

a variance will not conflict with the purposes and intent expressed
or implied in the Land Development Code.

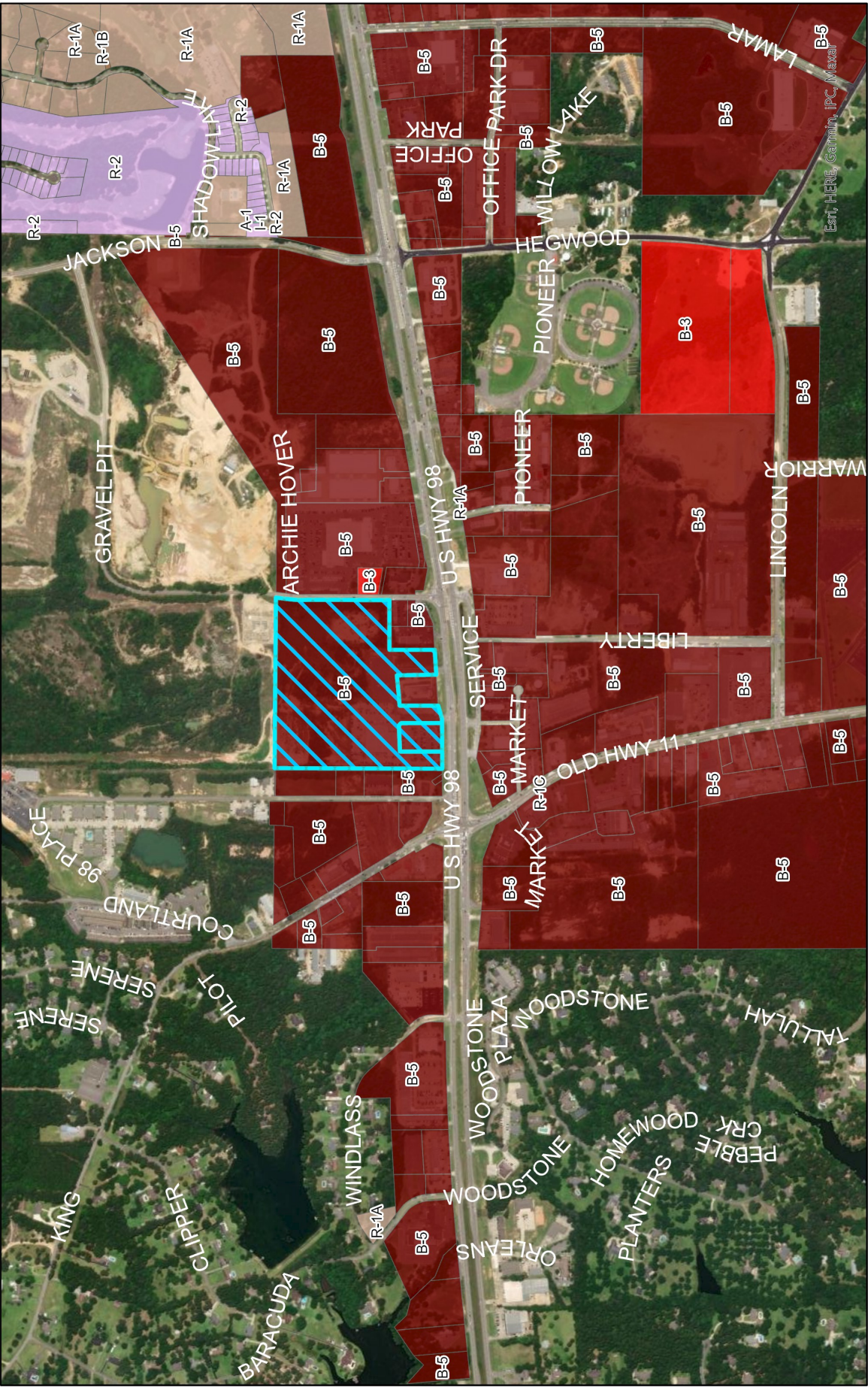
SUBJECT PARCEL

6461 US Hwy 98 — Variance Request

Kerri McAlpin Little, Applicant, Charlie Holder, Applicant, and Mary Bryant, Representative

Requests a variance from the maximum height of 72 ft for a structure in a B-5 zoned property to instead to allow for a 100 ft maximum structure (flag pole) for a property located at 6461 US 98 (PPIN 26161, Ward 3, Lamar County).





Zoning Map

-  Subject Site
-  R-1A
-  R-1B
-  B-3
-  B-5
-  R-2

Variance request for 100' Flag Pole
6461 US 98
PPIN: 26161
Flood Zone: X
Ward 3, Lamar County

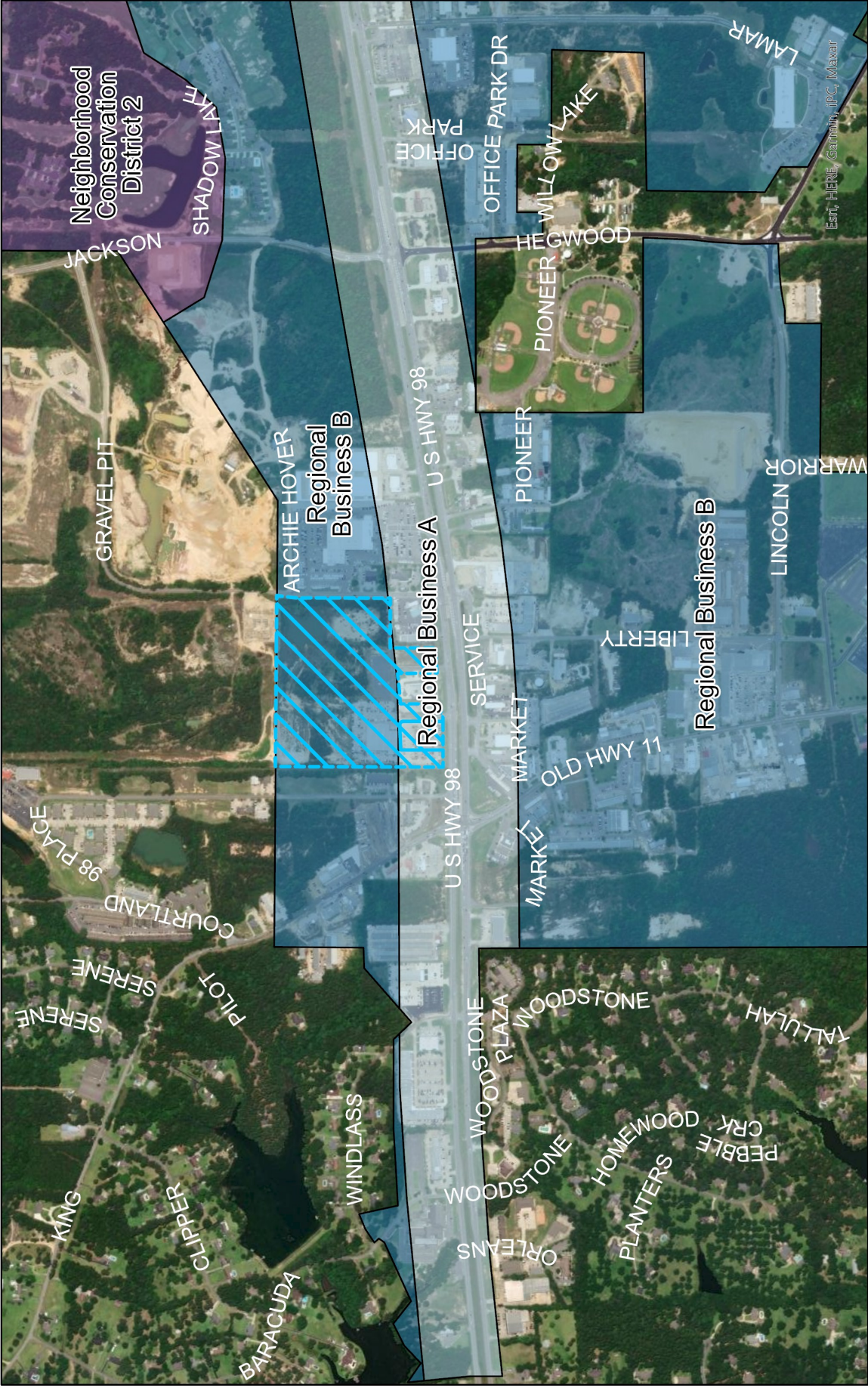




**URBAN
DEVELOPMENT
PLANNING DIVISION**

Center: 89°24'35"W 31°19'5"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: 8/15/2024 11:21 AM



Future Land Use Map

-  Subject Site
-  Neighborhood Conservation District 2
-  Regional Business A
-  Regional Business B

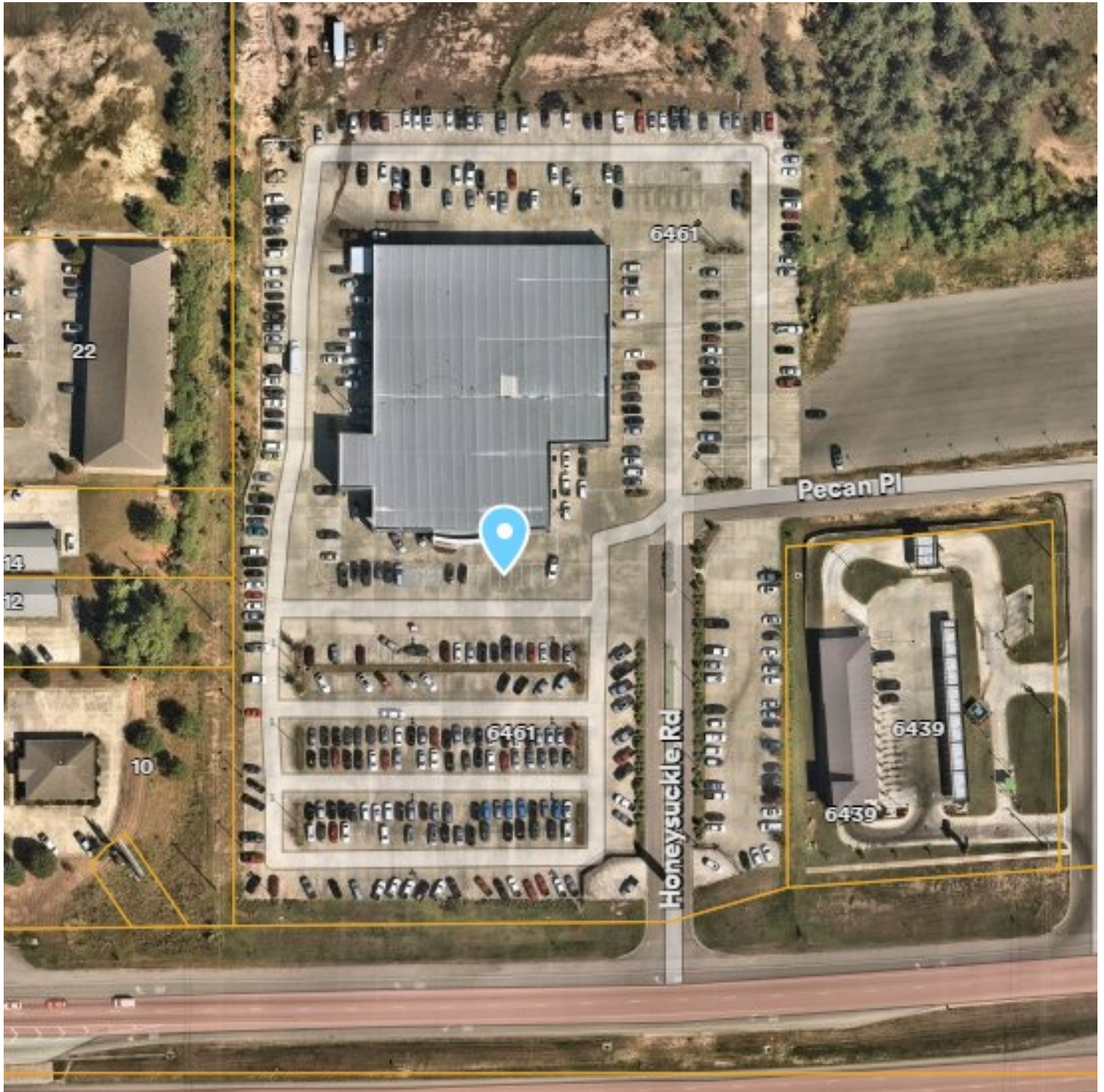
Variance request for 100' Flag Pole
6461 US 98
PPIN: 26161
Flood Zone: X
Ward 3, Lamar County



**URBAN
DEVELOPMENT**
PLANNING DIVISION
Center: 89°24'35"W 31°19'5"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: 8/15/2024 11:23 AM

Site Aerial



Surrounding Area



Surrounding Area



Surrounding Area





URBAN DEVELOPMENT PLANNING DIVISION

Public Hearing Application

P.O. BOX 1898 (200 Forrest Street/39401)

Hattiesburg, MS 39403-1898

Department of Urban Development

(601) 545-4599 or FAX (601) 545-1962

APPLICANT:

Applicant Name: Kerri McAlpin Little

Project Name: Toyota of Hattiesburg

Proposed Use(s): No change- request for flag pole

Project Street Address: 6461 US 98, Hattiesburg, MS 39402

PPIN Number(s) (if unknown, can be found on tax receipt): 26161

PLEASE BE SURE TO FILL OUT PP. 1-5 AND SEE FEES ON P. 6

Application for (check all appropriate types):

☒ Variance (see below)

☐ Conditional Use (see below)

☐ Subdividing of Lot, Parcel, or Tract (see p. 12)

☐ Re-Zoning (see below)

☐ Street or Alley Renaming (see pp. 13-14)

☐ Overlay District

☐ Vacating Street or Alley (see pp. 13-14)

☐ Planned Mixed-Use District

For Variance Only (check all appropriate variance types), see pp. 7 & 8:

☐ Sign ☐ Setback (front, side, or rear _____)

☐ Off-Site Parking

☐ Lot Width ☐ Lot Coverage Area

☐ Buffer

☐ Open Space

☒ Other: Flag Pole Height of 100'

For Conditional Use Permit Only (check applicable type), see pp. 9 & 10:

☐ Automotive Filling Station

☐ Telecommunications

☐ Digital Billboard, New

☐ Digital Billboard, Replacement

☐ Restaurant

☐ Solar Farm

☐ Other: _____

For Re-Zoning Only, see p. 11:

Existing Zoning: _____

Proposed Zoning: _____

STAFF USE ONLY – Do Not Complete:

Pre-Application Date: _____ Planner: _____

Parcel Number(s): _____ Historic District(s): _____

Flood Zone(s): _____ Zoning District(s): _____

Project No.: _____

Code Sections:

LDC Section No. _____

Section No. _____

Section No. _____

Section No. _____

Section No. _____

RECIVED DATE & INITIALS:

PROJECT REPRESENTATIVE INFORMATION:

Primary:

Name: <u>Kerri McAlpin Little-- Munn Enterprises, Inc.</u>		
☐ Applicant	☐ Property Owner	☐ Representative ☐ Agent ☒ Contractor ☐ Architect ☐ Engineer
☐ Other (please specify): _____		
Phone: <u>601-264-7449 x 1002</u>	Fax: <u>601.264.7449</u>	Email: <u>KerriL@munnterprises.com</u>
Mailing Address: <u>7712 Highway 49 North, Hattiesburg, MS 39402</u>		

Secondary:

Name: <u>Charlie Holder-- Munn Enterprises, Inc.</u>		
☐ Applicant	☐ Property Owner	☐ Representative ☐ Agent ☒ Contractor ☐ Architect ☐ Engineer
☐ Other (please specify): _____		
Phone: <u>601.264-7446</u>	Fax: <u>601.264.7449</u>	Email: <u>CharlieH@munnterprises.com</u>
Mailing Address: <u>7712 Highway 49 North, Hattiesburg, MS 39402</u>		

Other(s):

Name: <u>Mary Bryant- Toyota of Hattiesburg</u>		
☐ Applicant	☐ Property Owner	☒ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer
☐ Other (please specify): _____		
Phone: <u>601.450.9630</u>	Fax: _____	Email: <u>mbryant.toyota@gmail.com</u>
Mailing Address: <u>6461 US 98, Hattiesburg, MS 39402</u>		

Name: _____		
☐ Applicant	☐ Property Owner	☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer
☐ Other (please specify): _____		
Phone: _____	Fax: _____	Email: _____
Mailing Address: _____		

OWNER AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE OWNER(S) OF
THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the OWNER(s) of the subject property located at
6461 US Hwy 98 Hattiesburg MS 39402,
Street Address City State
on this the 27 day of June, 2024.

In the matter of this request, the property owner further authorizes the following named person(s)
to represent them at the public hearing on this petition.

on this the 27 day of June, 2024.

Alton Pierce
Property Owner (print)

Alton Pierce
Property Owner (signature)

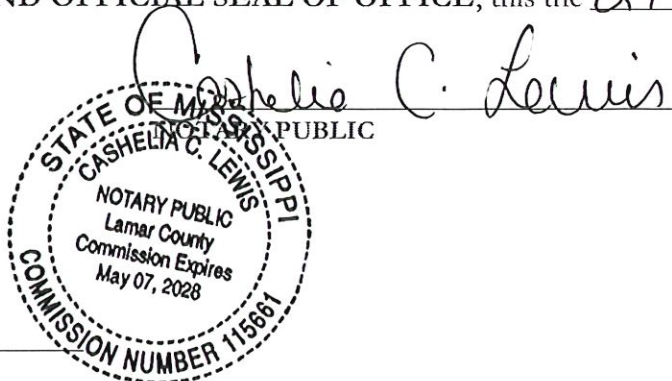
STATE OF MS

COUNTY OF LAMAR

Alton Pierce
Personally came and appeared before me, the within named

who signed and delivered the above and foregoing instrument as and for their free act and deed on
the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the
subject property as described in this Public Hearing Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 27 day of
June, 2024.



My Commission Expires:

May 7, 2028

APPLICANT AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE **APPLICANT** OF THIS PETITION, ONLY IF DIFFERENT FROM THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the APPLICANT(s) of the subject property located

at

7712 Highway 49 North, Hattiesburg, MS 39402

Street Address

City

State

on this the 2nd day of July, 2024.

Herri McAlpin Little

Applicant (print)

Herri McAlpin Little

Applicant (signature)

STATE OF MS

COUNTY OF Lamar

Personally came and appeared before me, the within named

Herri Little

who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Public Hearing Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 2nd day of July, 2024.

Connie Lynn Munn

NOTARY PUBLIC

My Commission Expires:

July 27, 2024



PLANNING COMMISSION & BOARD OF ADJUSTMENT – PETITIONER
REQUIRED SUBMITTAL INFORMATION

Deadline for applicant to file petition: _____ 5:00pm (End of business day)
Hattiesburg Planning Commission Meeting Date: _____ Time: 1:00pm
Hattiesburg Board of Adjustment Meeting Date: _____ Time: 3:30pm

There is a 10-day appeal period, required by State Law, between the Planning Commission Meeting and/or Board of Adjustment Meeting and the City Council Meeting – appeals must be filed within this 10-day period.

City Council Agenda Review Date – (you or your representative should attend): _____ Time: 4:00pm
City Council Meeting (Vote) Date – (you or your representative may attend): _____ Time: 5:00pm

There is an additional 10-day appeal period, required by State Law, after City Council Meeting, for all Variances and Conditional Use Permit which ends _____ and a 30-day wait period for Zoning or Street closing/re-naming, PMUs, PRDs, PUDs which ends _____. So, if approved by the City, no final site plan review approvals or building permits could be issued prior to these dates.

Dates and times are subject to change

If an appeal is filed or the petition is tabled for any reason at any stage, the above listed dates would need to be revised.

The following paperwork MUST be attached to this application:

- ☒ Site Diagram (11" x 17" preferred size): Drawing to scale prepared by professional engineer/surveyor showing lot dimensions, existing/proposed building, signs, parking areas, etc. (Different standard may be accepted only per approval from staff)
- ☐ Site & Design Review Committee, if needed.
- ☒ Copy of entire Warranty Deed (filed and recorded at courthouse) with legal description granting title to current owner. (If the Warranty Deed covers a larger piece of property than the current project, a legal description for this project site only may also be required)
- ☒ Electronic/Digital copy of legal description REQUIRED for all public notices, saved as Word or text document OR emailed to planning@hattiesburgms.com
- ☒ An affidavit (pages 3 & 4) attesting that the applicant or representing party (if other than the owner) is acting on behalf of the owner(s) of record. The affidavit must be sworn to before a notary public or other appropriate official. (Included in owners signature page, or may be a separate document)
- ☒ Variance application only: A letter of approval/denial from all adjoining property owners must be obtained and submitted with application.
- ☒ Other documents needed (per Planning Division):
 - ☐ Maps of digital billboard removal sites
 - ☒ Maps of digital billboard replacement sites
 - ☐ Documentation on measurements
 - ☒ Other: _____
- ☐ Payment to the City of Hattiesburg for filing application in the amount of \$_____.

You may be responsible for posting a sign (prepared by Planning Division staff)
a minimum of fifteen (15) days prior to the hearing date.

You will be responsible for maintaining the sign for the duration of the public hearing process.

Required Fees

All fees adopted by Ordinance No. 2977, adopted January 22, 2008, as amended. This is an excerpt from that ordinance:

Public Hearing Fees:

Variance (includes Concept Site Plan Review) -----	\$175.00 per application and one Variance request; plus \$50.00 for each additional variance request within same application
Street/Alley Naming or Re-Naming -----	\$300.00 per application, plus \$100.00 per required street name sign if approved. (* Fees for replacement street signs shall be paid after City Council approval, but prior to effective date.)
Street/Alley Closing -----	\$300.00 per application
(Conditional) Use Permit -----	\$200.00 per application
Zoning Change -----	\$400.00 per application. (* see PUD or PRD & zoning package rate)
Planned Unit Development (PUD) or Planned Residential Development (PRD), & (Planned Mixed-Use District PMU) -----	\$400.00 per application (* see PUD or PRD zoning package rate) or (* see PUD or PRD & Subdivision of Land package rate)
Planned Unit Development (PUD) or Planned Residential Development (PRD) with zoning change package -----	\$600.00 per package application
Subdivision of Land (Preliminary Plats) -----	\$225.00 per application, plus \$10.00 for each created lot (* see PUD or PRD & Subdivision of Land package rate) Note: Final Plats should be submitted to the governing body for approval within 12 months of approval of preliminary plats.
Planned Unit Development (PUD) or Planned Residential Development with Subdivision of Land Package -----	\$500.00 per application, plus \$10.00 for each created lot (* see PUD or PRD & Subdivision of Land package rate)
Change in Land Development Code Text -----	\$200.00 per application
Appeal Fees for Proponent or Opponent appeals to City Council -----	\$50.00 per appeal Exempt from fees – Established Neighborhood Associations
Cancellation/Re-notification fee on any public hearing process (Planning Commission or City Council) that is tabled or cancelled at the owner/developer's Request -----	\$50.00 (per each 100 mailing labels)

OTHER PROCESSES MAY HAVE ADDITIONAL FEES

Make all checks payable to the City of Hattiesburg

FOR VARIANCE APPLICANTS:

The Board of Adjustment has the responsibility to hear and make recommendation on requests for variances to the requirements of this Code (per Section 11.4). **Section 12.4.1** Variances are departures from the standards of the Land Development Code, except land use, which will not be contrary to the public interest and where, owing to conditions peculiar to the property and not as a result of the action of the applicant, a literal enforcement of this Code would result in unnecessary and undue hardship.

The following conditions must be met before a variance can be recommended.

Approval Criteria.

A variance is not a right, but a privilege that property owners meeting the following criteria may request. These criteria are to be used to consider all variance requests. It shall be the burden of the applicant to prove that the request meets these criteria. Use this worksheet or format your own to demonstrate the following criteria.

1. **Hardship.** (a) the hardship is unique to the property and is not or will not be caused by the actions or inactions of the applicant. (b) There are exceptional conditions creating an undue hardship applicable only to the property involved or the intended use which do not apply generally to the other land areas or uses within the same zoning district.

Due to the natural landscape of the area and land around Toyota of Hattiesburg, the taller
flag pole seems necessary. In order for the beauty of the American Flag to be seen in every
direction, North, South, East and West, a height increase is imperative. The natural landscapes
of increasing and decreasing hills and valleys are not the fault of the owner and was not
created by the owner. (Also see attached letter for hardship)

2. **Special Privilege.** A variance shall not confer any special privilege that is denied to other lands or structures in the same zoning district.

By granting the approval of the variance, the city would not be conferring special privileges.
Anyone can apply for a variance and go through the process for an approval.



TOYOTA OF HATTIESBURG

6461 US Hwy 98 • Hattiesburg, MS 39402



Hard Ship Letter

In 1975, Max Pierce had a dream. His dream was to make Toyota an exemplary car dealership in Hattiesburg, MS. With a foundation of reliable vehicles and excellent customer service, Toyota of Hattiesburg was created. 2025 will signify 50 years that Mr. Pierce's dream will be alive.

In the present day, Alton Pierce continues to honor his late father by making Toyota of Hattiesburg the biggest and best dealership in all of South Mississippi. In the 11 years that we have been at the Highway 98 location, we still get reviews that we have the friendliest staff and dependable cars.

With all of this being said, a 100 foot Flag Pole would be a representation of all the hard work that the Pierce's have put into Toyota. We bring business to Hattiesburg from all over the United States. Whether it be Idaho, Louisiana, or Florida, people come to our growing city of Hattiesburg for Toyota.

This flag pole has been years in the making, and we want to represent our country in the greatest way possible. In 1986, Toyota Motor Company started manufacturing vehicles in the United States. Since then, 48.9% of Toyotas are made in America. The Toyota Motor Manufacturing Factory happens to have a facility only 261 miles in Union County, Mississippi. For the past 10 years, Toyota of Hattiesburg has generated over \$24 million in sales tax. In return improving the economy for the city and state.

With a 100 foot flagpole, we hope to honor and celebrate Toyota's place in Hattiesburg and American history. The flag not only represents freedom, but also dignity, perseverance, and the true meaning of being an American. Our flag will be a symbol of ambition for all to see. Whether you're traveling from Columbia or getting off of Interstate 59, you will see our 100 foot flag and think, "That's Toyota". What started as a dream almost 50 years ago has transformed into the reality of Toyota of Hattiesburg.

Thank you for all consideration as we continue to make Toyota of Hattiesburg the biggest and best. Just like Max Pierce always wanted.

Alton Pierce

C.C. charlie holder

C.C. mary bryant

C.C. catherine swann

3. **Literal Interpretation.** The literal interpretation of the provision of the regulation would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant.

If the varince is not granted, it would be depriving the land/business owner the abilty to display the flag of the United States of America at a height that will be pleasing to our company, employees, and the general public. The American flag displayed will reflect the company's commitment to honoring national traditions and customs which can significantly impact the public image and employee morale.

4. **Reasonable Use.** The applicant cannot make reasonable use of the property without the requested variance.

The city ordinance actully does not address flag poles in it. However, the city is requiring us to stay within the land code requirements. This would restrict the flag pole to only 72' instead of 100'.

5. **Minimum Required.** The granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure.

We are requestesting a minimum request of an additional 28' in height to the allowed 72' overall height allowed in a B-5 zone in the Land Code Ordinance. Please keep in mind the flag pole will be a beautiful addtion to the area and the City of Hattiesburg.

6. **Conformance with Purpose of this Code.** The granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code.

By approving and granting an approval of the variance request, it will not cause any conflict with the purpose of the Land Code since flag pole are actually not addressed in the ordinance.

12.4.1.2 Conditions of Approval. In recommending the granting of a variance, the Board of Adjustment may require appropriate conditions and safeguards in conformity with this Code. Violation of such conditions and safeguards, when made a part of the terms under which a variance is granted, shall be deemed a violation of the Code. The recommendation of the Board Adjustment shall be presented to the City Council for final action.

FOR CONDITIONAL USE APPLICANTS:

Section 12.3.3.1 Compliance Required. Uses requiring Planning Commission approval as noted in the Tables of Uses in Section 5 of this Code, shall be approved subject to this Section. Any application for such use must comply with: all applicable standards that apply to similar uses and properties in the zoning district in general, the specific conditions listed for that use in Section 5, and the following criteria. Where conflicts exist, the Planning Commission shall determine which criteria apply on a case-by-case basis.

1. Does this application meet the conditions set forth in Section 5 of the LDC for the requested use? If yes, please explain:

2. Describe the effects the proposed use of utilities and facilities will have on the community.

3. Describe how the size of the site is appropriate for the proposed use.

4. Will there be any additional pedestrian or vehicular traffic generated by the proposed use? If yes, please explain:

5. Will there be any elevation in the noise level resulting from this proposed use? If yes, please explain:

6. What is the expected number of customers/employees per day?

7. Is proposed use compatible with surrounding uses and design? If yes, please explain:

8. Parking requirements:

Commercial/Industrial: Paved parking will be provided for _____ vehicles, and _____ ADA vehicles; with _____ loading spaces.

For more information, please reference the Land Development Code Section 12.3.3.2.

FOR RE-ZONING APPLICANTS:

As stated in Section 12.3 in the Land Development Code, one of the following conditions must be met before a rezoning can be recommended. Check the condition(s) most applicable to your request and explain in writing.

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

Detailed explanation of condition(s) most applicable to your request:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Subdividing of Lot, Parcel or Tract Information

1. Property data:

Parent Parcel / Existing lot/parcel/tract contains _____ Square Footage/ Acres

Lot Area Requirement: _____

Lot Frontage Requirement: _____

Existing use of lot/parcel/tract _____

To be subdivided into _____ lots/parcels (including parent parcel) – outlined below.

Use extra copies of this form if needed for additional lots.

Newly subdivided Parcels	New lot size in square footage (sf) or acres (A)	New lot has public road frontage (yes / no)	New lot has private road frontage (yes / no)	Indicate name of public or private road(s)	Staff - Lot area & frontage requirements comply?	
					Yes	No
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Be sure to include information on the remainder of "existing" lot after splits made – identified as "Parent Parcel"						
Parent Parcel						
		Total square footage of new lots (verify total matches existing parcel prior to splits)				

2. Infrastructure required:

Water/Sewer _____ Gas _____ Electric _____ Telephone _____ Cable _____ Streets _____

Street/Alley Renaming, Closing, or Vacating Information

1. Please indicate specific request(s): ☐ Street ☐ Alley
☐ Closing ☐ Vacating ☐ Naming ☐ Re-Naming
2. Current name of street/alley to be named/re-named, vacated, or closed:

3. Proposed name of street/alley to be named or re-named (If applicable):

4. Describe the portion of the street/alley to be renamed, closed, or vacated (use all bounding or intersecting streets/alleys, from and to):

5. Tax Block(s) and Lot(s) involved in closing request

6. Describe existing land use of properties and number of residents affected by renaming the street/alley within 400 feet.

Type of Land Use of adjacent development	Number of properties adjacent to the existing street	Number of property owners adjacent to the existing street	Number of residents affected by the change of address	
Businesses				
Residences				
Apartments				
Churches/Schools				
Other				

Any additional Information: _____

5. Describe the effect the proposed change will have on existing development and the transportation system within the affected area.

6. Have applications for zoning, variance, building permit, or other applications been filed?

_____ Yes _____ No

If yes, provide reference numbers and dates: _____

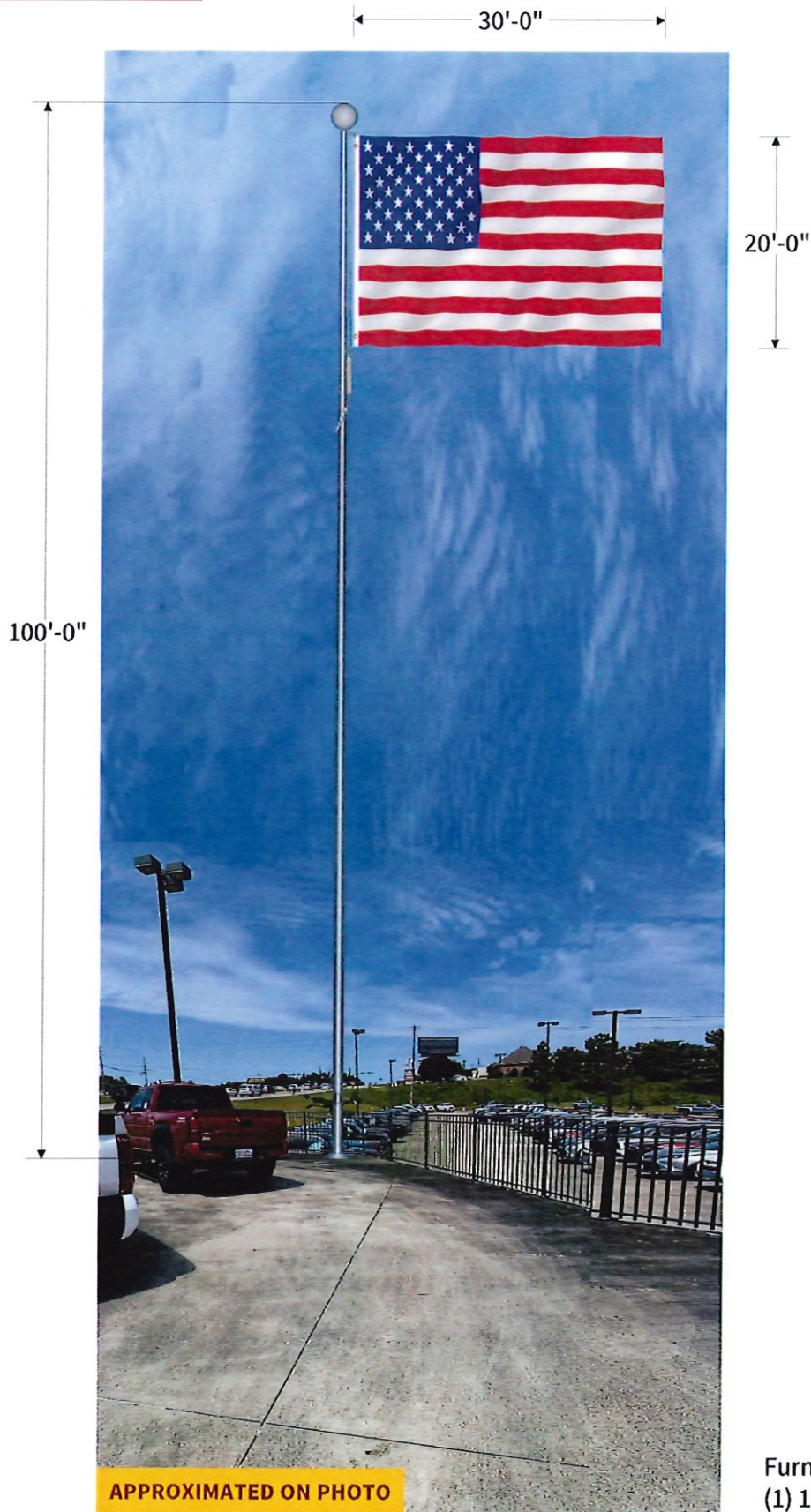
7. Acknowledgment of property owners affected by the street/alley renaming. Include all names and addresses.

8. Obtain from the City's Engineering Department the legal description of the street/alley or portion thereof to be closed, vacated, named or re-named (need electronic copy)

Attach Acknowledgement of Affected residents/business

As Additional Page(s)

CONCEPT DRAWING



APPROXIMATED ON PHOTO

Furnish and Install
(1) 100' Tall Flag Pole with a 20' x 30' Flag



Underwriters
Laboratories
Listed

MSSA



This color sketch is provided as an example of color. There may be some color variation between printed ink and paint. For best color representation, please choose Pantone Matching System ® Colors for paint or print.



THIS CONCEPT IS SOLELY THE PROPERTY OF MUNN ENTERPRISES, INC., AND MAY NOT BE USED, REPRODUCED, COPIED, EXHIBITED, ALTERED, OR DISTRIBUTED IN ANY MANNER.

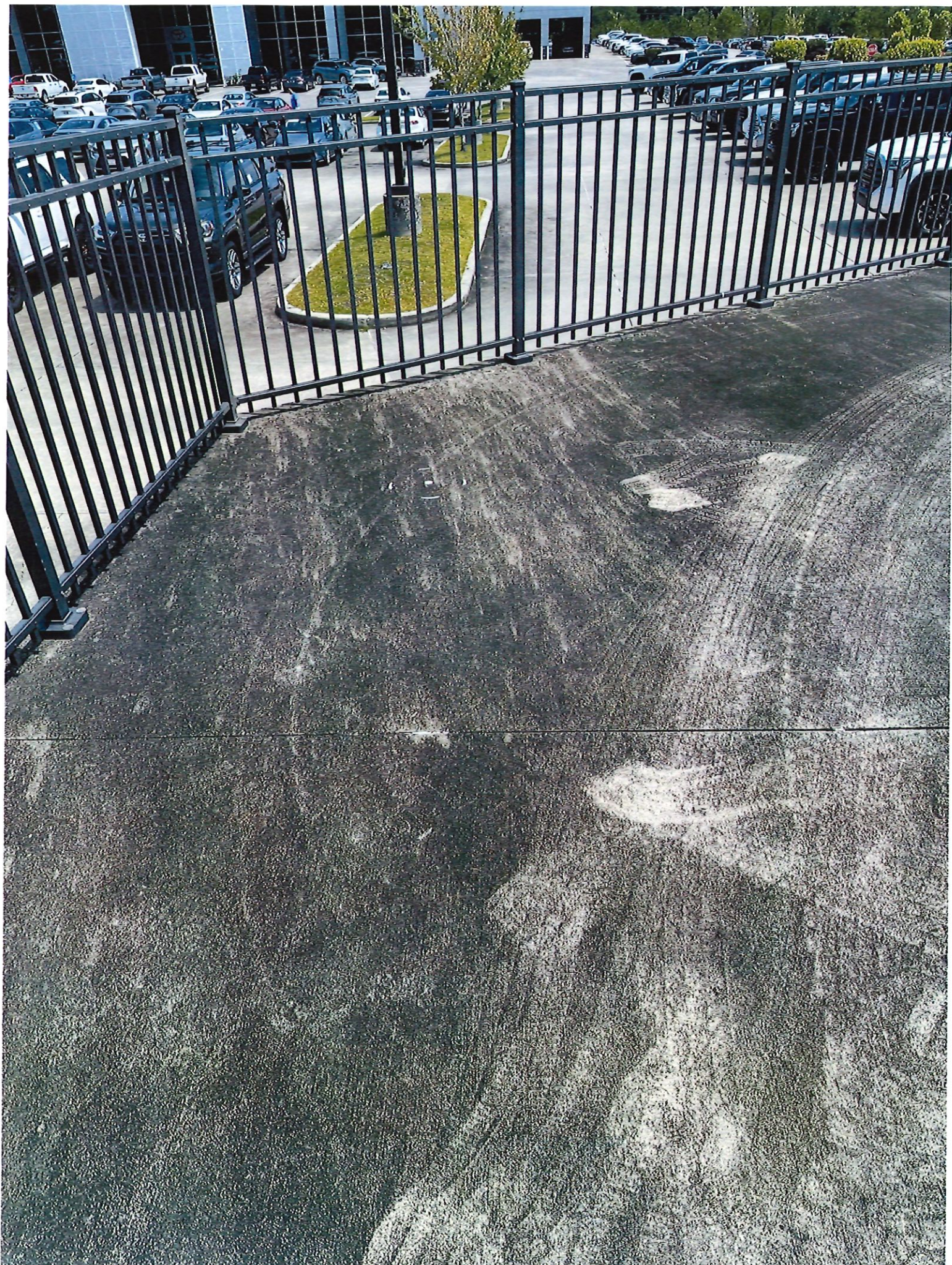
Be Bold in a Visual World
601.264.7446 MunnEnterprises.com

Toyota Of Hattiesburg - Flag Pole and Flag

CUSTOMER: Toyota of Hattiesburg		CUSTOMER # TOY100	DATE: 06/19/2024
LOCATION: Hattiesburg, MS	PM:	SALES: Charlie Holder	PRIMARY DESIGNER: D. Schneider
REVISION: No Current Revisions		CURRENT DESIGNER:	

CUSTOMER APPROVAL

SIGN HERE





Spray can
on conc.
where pole
is going





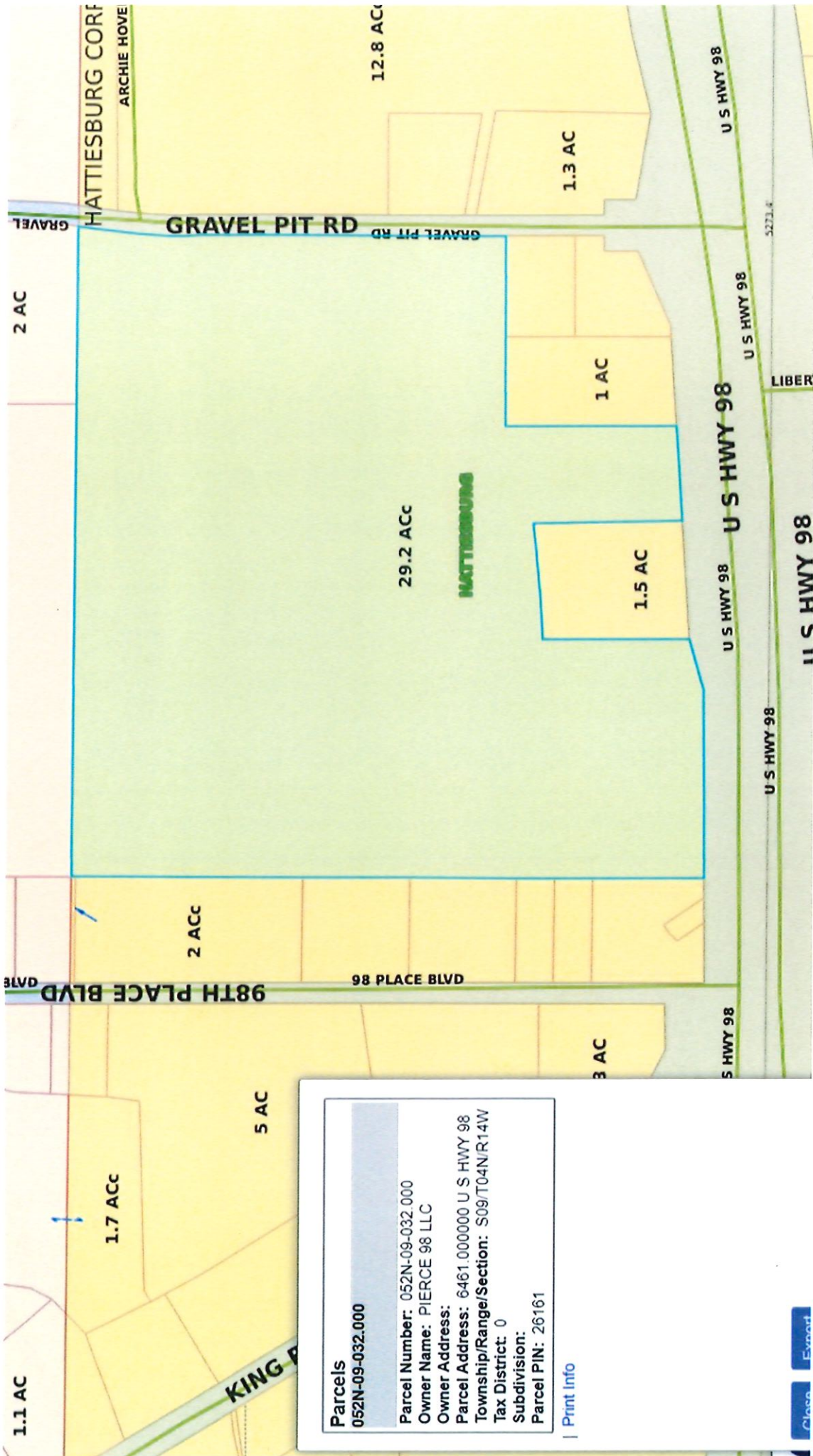


disregard
grass
spray can

after issue







Parcels

052N-09-032.000

Parcel Number: 052N-09-032.000

Owner Name: PIERCE 98 LLC

Owner Address:

Parcel Address: 6461.000000 U S HWY 98

Township/Range/Section: S09/T04N/R14W

Tax District: 0

Subdivision:

Parcel PIN: 26161

[Print Info](#)

[Close](#)

[Export](#)



HATTIESBURG MISSISSIPPI

Welcome

Property Search

Property Details

Details

Boundaries

Planning

Ward
Ward 3

N

6161

ne Class

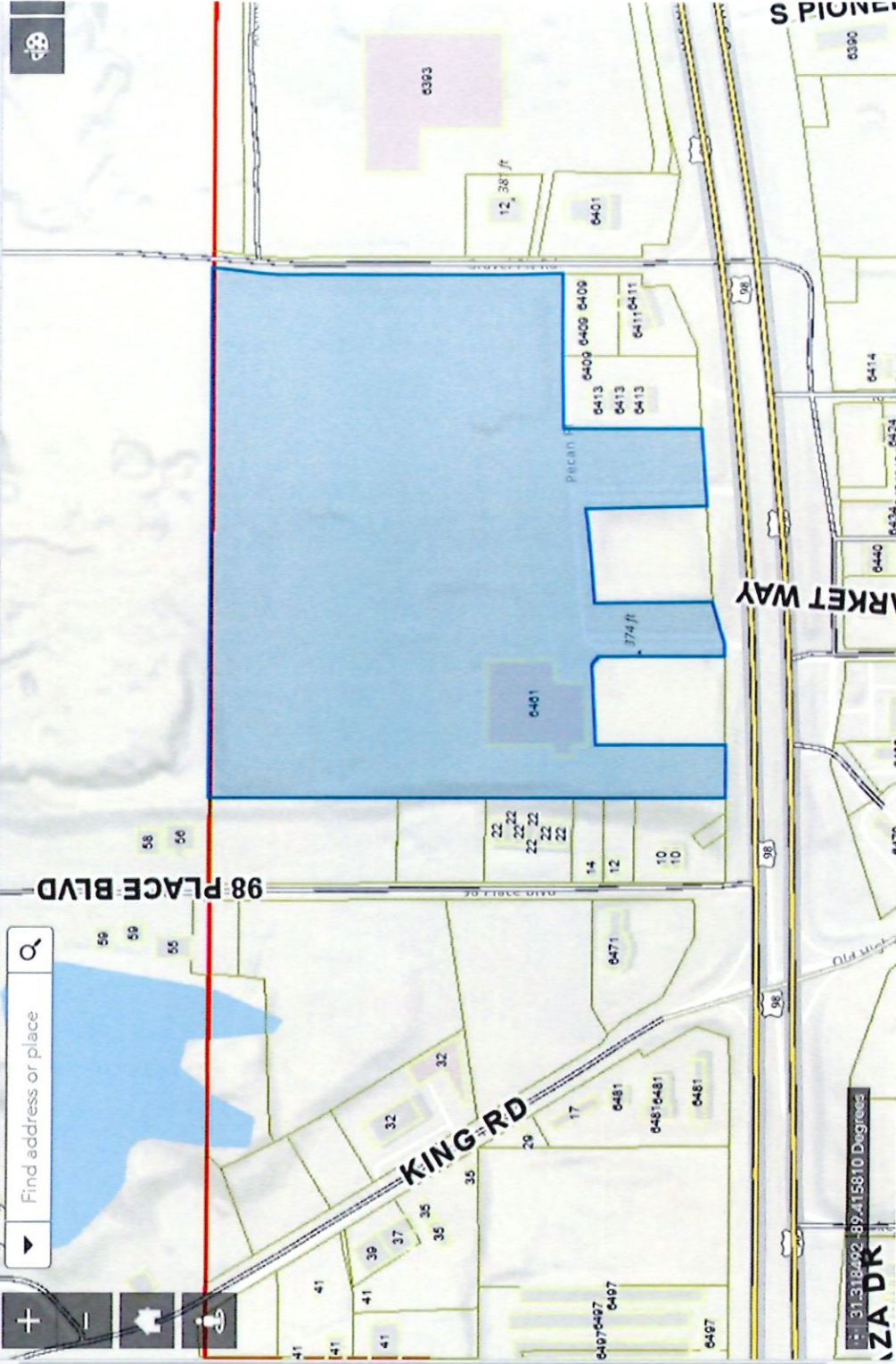
-5

Finance Number

proved Date

eful Links

- City of Hattiesburg
- Forrest County
- Forrest County Emergency Management District
- Lamar County
- Tri-State Consulting Map Services
- U.S. Department of Housing and Urban Development



July 1, 2024

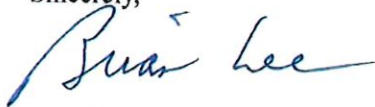
To Whom It May Concern:

I am writing this letter in support of the variance request for a 100' flagpole Toyota of Hattiesburg, 6461 US 98, Hattiesburg, MS is requesting to install. I am a business and/or landowner adjacent to the property in question. The flagpole will be a beautiful asset to our area.

I do not have any objections or apprehensions as the business and/or landowner next to this property.

Below is my name and number if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Brian Lee". The signature is fluid and cursive, with a small mark above the "i" in "Brian".

BKS, Inc
601-408-8235

July 1, 2024

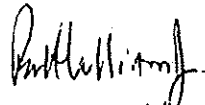
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Below is my name and number if you have any questions.

Sincerely,


McDonald's

July 1, 2024

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Below is my name and number if you have any questions.

Sincerely,



Fine Wine & Liqueur Loft
601-579-7848

July 1, 2024

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Below is my name and number if you have any questions.

Sincerely,

Sasa Hood
Hair unlimited
601 680 2004

July 1, 2024

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Below is my name and number if you have any questions.

Sincerely,

KAShe Wedgewood

Lake Serene Grocery

601-264-6393

A handwritten signature, likely of KAShe Wedgewood, followed by a long horizontal line.

July 1, 2024

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I do not have any objections or apprehensions as the business and/or landowner next to this property.

Below is my name and number if you have any questions.

Sincerely,



Kim's Nail Salon

Full service salon

Tuyet and Vu

Please call for an appointment

(601) 296-1188

Closed Sunday & Monday

Open Tues-Fri 9:00-7:00

Sat. 9:00-5:00 gift certificate available

28 market court suite 30

Hattiesburg, MS. 39402

Right behind McDonald in Oak Grove

July 1, 2024
7/2/24

July 1, 2024

To Whom It May Concern:

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Below is my name and number if you have any questions.

Sincerely,

 WALTER A. BENSON STEARHOUSE
601-323-1005

July 1, 2024

To Whom It May Concern:

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I do not have any objections or apprehensions as the business and/or landowner next to this property.

Below is my name and number if you have any questions.

Sincerely,

Jane Tour 601.550.8815
Champagne Taste Consignment Shop

Joanna Chandler 601.550.8815
Champagne Taste Consignment

July 1, 2024

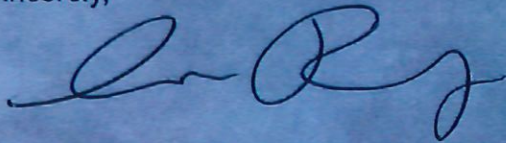
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Sincerely,



ANDREW ZELUNG, HR
(972-746-1269)

APPROVED BY RODDY RUMBLEY, OWNER 7/4/24
(601-757-7178)

617

FILED

2011 DEC 22 AM 9 24

WAYNE SMITH
CHANCERY CLERK

Prepared by and Return to:

Perry W. Phillips, MSB #9424, Jay Rodgers, MSB #100166, Perry W. Phillips, PLLC
P.O. Box 1978, Purvis, MS 39475 Phone: 601-264-3500

INDEXING INSTRUCTIONS: SE ¼ of SW ¼. Section 9, Township 4 North, Range 14 West,
Lamar County, MS

**STATE OF MISSISSIPPI
COUNTY OF LAMAR**

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, **98 DEVELOPMENT, A Mississippi Limited Liability Company, 112 Sheffield Loop, Ste. D, Hattiesburg, MS 39402, (601) 264-1222**, the Grantor herein, do hereby grant, bargain, sell, convey and warrant all of my right, title and interest unto **PIERCE 98, LLC, 620 West Pine St., Hattiesburg, MS 39401 (601)544-9630**, the Grantee herein, the following described property situated in Lamar County, Mississippi, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Subject to any Covenants, Restrictions and easements affecting the subject property which may be of record in the office of the Chancery Clerk of Lamar County, Mississippi.

Subject to any and all easements for public roads and public utilities as presently laid out, constructed or in use.

618

Said conveyance is subject to any and all prior reservations and/or conveyances of the oil, gas and other minerals in, on and under the subject property.

Taxes for the year 2011 shall be pro-rated as of the date of this instrument and assumed by the Grantees. It is specifically agreed and understood that taxes for the current year are pro-rated based upon the previous years taxes.

Subject to those certain Subdivision Regulations adopted by the Board of Supervisors of Lamar County of record in Minute Book 59 at Page 202 and amended in Minute Book 82 at Page 282 in the office of the Chancery Clerk of Lamar County, Mississippi. Subject to those certain Subdivision Regulations adopted by the Board of Supervisors of Lamar County of record in Minute Book 112 at Page 290 and amended in Minute Book 112 at Page 144 and amended in Book 148 at Pages 706 and 727, in the office of the Chancery Clerk of Lamar County, Mississippi.

Subject to that certain Right of Way Easement executed by Malcolm Lavon Mills unto Pearl River Valley Electric Power Association dated May 16, 1997 and filed July 2, 1997 in Book 12-W at Page 208 in the office of the Chancery Clerk of Lamar County, Mississippi.

Subject to that certain Right of Way Easement executed by M.L. Mills unto Pearl River Valley Electric Power Association dated June 11, 2002 and filed November 2, 2002 in Book 15-Y at Page 331 in the office of the Chancery Clerk of Lamar County, Mississippi.

Subject to that Easement, Covenants, and Restriction Agreement executed by 98 Development, LLC unto Regions Exchange, LLC dated and filed October 10, 2008 in Book 20-F at Page 613 in the office of the Chancery Clerk of Lamar County, Mississippi.

Subject to that Certificate to Divide Non-Residentially Zoned Property, executed by the City of Hattiesburg unto 98 Development, LLC dated October 9, 2008 and filed October 10, 2008 in Book 20-F at Page 599 in the office of the Chancery Clerk of Lamar County, Mississippi.

WITNESS OUR signatures on this the 16th day of December, A.D., 2011.

98 DEVELOPMENT, LLC

BY: 

BENNETT V. YORK

Its: MANAGER

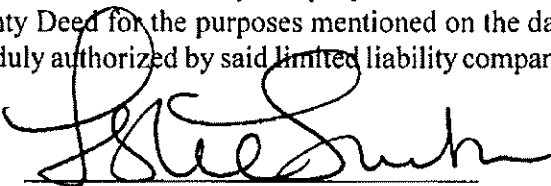
619

**STATE OF MISSISSIPPI
COUNTY OF LAMAR**

PERSONALLY appeared before me the undersigned authority in and for the said county and state, on the 16th day of December, 2011, within my jurisdiction, the within named BENNETT V. YORK, who acknowledged that he is Manager of 98 DEVELOPMENT, A Mississippi Limited Liability Company, and that for and on behalf of the said limited liability company, and as its act and deed, he executed the above and foregoing Warranty Deed for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said limited liability company so to do.

My Commission Expires:





Notary Public

I:\wd\Pierce 98, LLC from 98 Development.wd
11-12-13284 ls

EXHIBIT "A"

620

PARCELS ONE AND TWO ARE ALSO KNOWN AS:

SURVEY DESCRIPTION:

A parcel of land located in the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, of Section 9, Township 4 North, Range 14 West, Lamar County, Mississippi, and being more particularly described as follows:

Begin at a Metal Pipe at the NW corner of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence South 89 degrees 56 minutes 13 seconds East along the north line of said SE $\frac{1}{4}$ of SW $\frac{1}{4}$ for 1259.83 feet to a point on the west right of way line of Gravel Pit Road; thence along said west right of way line for the following calls; thence along a curve to the left for 162.82 feet, said curve having a radius of 1989.23 feet, a delta angle of 04 degrees 41 minutes 23 seconds, a chord distance of 162.77 feet, and a chord bearing of South 05 degrees 16 minutes 50 seconds West; thence South 00 degrees 45 minutes 49 seconds West for 168.21 feet; thence South 00 degrees 21 minutes 32 seconds East for 535.92 feet; thence leaving said west right of way line run South 88 degrees 04 minutes 53 seconds West for 340.98 feet; thence South 00 degrees 58 minutes 45 seconds East for 293.34 feet to a point on the north right of way line of U. S. Hwy 98; thence along said north right of way line for the following calls; thence South 86 degrees 04 minutes 38 seconds West 463.87 feet; thence South 72 degrees 03 minutes 13 seconds West for 102.94 feet; thence South 88 degrees 06 minutes 18 seconds West for 340.08 feet to a point on the west line of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence leaving said north right of way line run North 00 degrees 26 minutes 25 seconds West along the west line of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ for 1247.03 feet, Back to the Point of Beginning. Said parcel contains 31.87 acres, more or less.

Less and Except Property Conveyed to Regions Exchange, LLC

Parcel 2 as depicted and described on that certain Plat referenced in and attached to that certain City of Hattiesburg Certificate to Divide Non-Residentially Zoned Property dated October 9, 2008 recorded in the office of the Chancery Clerk of Lamar County, Mississippi contemporaneously herewith, said Parcel 2 being more particularly described as follows:

A parcel of land located in the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, of Section 9, Township 4 North, Range 14 West, Lamar County, Mississippi, and being more particularly described as follows:

Commence at a Metal Pipe at the NW corner of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence South 00 degrees 26 minutes 25 seconds East along the west line of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ for 1247.03 feet to the North right-of-way line of U.S. Highway 98; thence North 88 degrees 06 minutes 18 seconds East along said North right-of-way line for 127.11 feet to -and for the Point of Beginning; thence continue North 88 degrees 06 minutes 18 seconds East along said North right-of-way line for 211.15 feet; thence North for 289.45 feet; thence along a curve to the left for 32.22 feet, said curve having a radius of 20.00 feet, delta angle of 92 degrees 17 minutes 28 seconds, chord bearing of North 46 degrees 08 minutes 44 seconds West, and chord length of 28.84 feet; thence South 87 degrees 42 minutes 32 seconds West for 188.84 feet; thence along a curve to the left for 1.55 feet, said curve having a radius of 20.00 feet, delta angle of 04 degrees 26 minutes 07 seconds, chord bearing of South 85 degrees 29 minutes 28 seconds West, and chord length of 1.55 feet; thence South for 308.74 feet back to the Point of Beginning.

CERTIFICATE OF FILING AND RECORDING
STATE OF MISSISSIPPI • LAMAR COUNTY
WAYNE SMITH • CHANCERY CLERK
hjd BOOK 22-C PAGE 617
INDEXED ☒ RECORDED ☒ ABSTRACTED ☒
Sharon Herrin D.C.





INSTRUCTIONS TO APPLY FOR COMMERCIAL PROJECT PERMIT:

IMPORTANT REMINDER FOR CONTRACTORS: THE FIRST STEP FOR OWNERS: OWNERS MAY NOT BE AWARE THAT THEIR PROJECT MAY REQUIRE APPROVAL FROM THE PLANNING DIVISION. ALL NEW COMMERCIAL BUILDINGS/COMMERCIAL ADDITION OF SQUARE FOOTAGE OR AFTER EXTERIOR CHANGE IN OCCUPANCY USE WILL REQUIRE APPROVAL. IF THEY HAVE NOT DONE SO, THEY SHOULD CALL CITY OF HATTIESBURG PLANNING DEPT. AT 601.545.4599. THE PLANNING DIVISION HAS A COMPLETELY SEPARATE PAPERWORK PROCESS, FEE, AND SCHEDULE.

TO FILL OUT PERMIT APPLICATION:

1. ALL COMMERCIAL PLANS FOR PROJECTS OF 5,000 SF OR MORE MUST BE STAMPED AND SIGNED BY MS LICENSED ARCHITECT-The seal does not have to be a wet seal, but each page must be signed/stamped.
2. IF YOU HAVE ANY SPECIFIC QUESTIONS ABOUT YOUR PLANS, PLEASE CALL THE BUILDING DEPARTMENT BEFORE DRAFTING THEM. **3 ORIGINAL SETS MUST BE SUBMITTED WITH A \$200.00 CHECK MADE PAYABLE TO THE CITY OF HATTIESBURG.** THIS IS THE PLAN REVIEW FEE AND IT **IS NOT THE PERMIT FEE.** (GRADING ONLY: No building plans required, in most cases a site plan will be required.)
3. SITE PLAN AFFIDAVIT NEED TO BE SUBMITTED WITH THE APPLICATION. (IF SITE PLAN REVIEW MEETING WAS REQUIRED BY PLANNING) This 2-PAGE document will need to be notarized and submitted with the permit application. THE PLANNING DIVISION WILL GIVE THIS DOCUMENT TO THE OWNER AFTER THE SITE PLAN REVIEW COMMITTEE HAS APPROVED THE PROJECT.
4. IF THE PROJECT IS \$50,000 OR LESS, THE OWNER MAY CHOOSE TO PULL THE PERMIT THEMSELVES, HOWEVER, THE SUB-CONTRACTORS FOR ELECTRIC, MECHANICAL, PLUMBING, FIRE SPRINKLER/SECURITY **MUST** BE LICENSED WITH THE CITY OF HATTIESBURG.
5. **A LICENSE WITH THE CITY OF HATTIESBURG IS NOT THE SAME AS A LICENSE WITH THE STATE. STATE LICENSE MAY TAKE UP TO A MONTH TO COMPLETE. PLEASE CALL THE BUILDING DIVISION TO CONFIRM THAT THE CONTRACTOR IS LICENSED WITH THE CITY.**
6. AN APPLICATION AND PERMIT FEE SCALE HAVE BEEN ATTACHED. PLEASE CALL IF YOU NEED ASSISTANCE. WE WILL BE HAPPY TO HELP YOU.
7. IF YOU ARE MAILING YOUR PERMIT APPLICATIONS/PLANS BY FED EX OR UPS. PLEASE USE OUR PHYSICAL ADDRESS:

CITY OF HATTIESBURG
1ST FLOOR BUILDING DIVISION
200 FORREST STREET
HATTIESBURG MS 39401

Building Permit Office Phone Number: 601-554-1004 or 601-545-4555

Dept. of Urban Dev/Building Division www.hattiesburgms.com Commercial Permit Instructions. 11-2015



BUILDING PERMIT Application

CITY OF HATTIESBURG
BUILDING DIVISION

P. O. Box 1898
Hattiesburg, MS 39403-1898
Phone (601)-554-1004
Fax (601)-545-4688

TO BE COMPLETED BY APPLICANT: (Please print)

DATE: 06 / 21 / 2024

Business/Residential Project Name: Toyota of Hattiesburg

Project Address: 6461 US 98, Hattiesburg, MS 39402

Owner's Name: Toyota of Hattiesburg

Owner's Address: 6461 US Highway 98, Hattiesburg, MS 39402

Owner's Mailing Address: 6461 US 98

City: Hattiesburg State: MS Zip Code: 39402 County: Lamar

Phone: () Cell Phone: () FAX: ()

TYPE OF CONSTRUCTION:

← (initial)

Structure: New ☒ Existing ☐ Attached ☐ Detached ☐

Gross Sq. Ft: Number of Floors:

Single Family Residential: Commercial: ☒ Multi-Family: Duplex:

(No. of apartment buildings No. of units per building: Total no. of units:)

CIRCLE ONE: Addition / Repair / Remodel / Roof / Grading / Other

Describe fully: Install (1) 100' flag pole with a 20' x 30' USA Flag at a 68' setback from the edge of the road

CONSTRUCTION PLAN SUBMITTAL REQUIREMENTS:

(3 sets of plans) Commercial (new/renovation/repairs) with approved site plan affidavit, if applicable, or
(2 sets of plans) Residential (new/renovation/repairs).

DEMOLITION/REMODEL/RENOVATION: I understand that it is my responsibility to verify if there are
Asbestos-containing materials at this site. Also, I will abide by the Mississippi Department of Environmental
Quality (MDEQ) regulations to properly remove the materials. Please call the MDEQ at (601)961-5769.

Mailing address: MDEQ, P.O. Box 2339, Jackson, MS, 39225-2339

Website www.deq.state.ms.us

kml ← (initial)

CONTRACTOR INFORMATION:

Contractor: Munn Enterprises, Inc.

Project: Residential _____ Commercial ☒

Electrical: _____

Site Sewer line/Water: _____

Plumbing/Gas: _____

Mechanical: _____

Sprinkler: _____

Fire Alarm: _____

Hood System: _____

Fire Marshal Notified: _____ Fire Marshal Plans: _____

VERIFIED BY LDC.

INS _____		SL _____
RR _____	RB _____	GC _____
INS _____		SL _____
INS _____		SL _____
INS _____		SL _____
INS _____	EPA _____	SL _____
INS _____		SL _____
INS _____		SL _____
INS _____		SL _____

SITE CLEAN UP:

Contact Person: _____ Company Name: _____

Address: _____ Phone: _____

Dirt, mud, construction material or other debris deposited upon public right-of-way or private property as a result of construction and/or demolition shall be removed by the contractor by the end of each work day.

Signature of responsible party for clean-up/disposal: _____ ← (sign)

TOTAL JOB COST: \$54,671.00

Grading Cost: _____

I HEREBY CERTIFY THAT I HAVE READ AND
EXAMINED THIS DOCUMENT AND KNOW THE SAME
TO BE TRUE AND CORRECT:

_____ kml ← (sign)

FEES

Permit: _____
Plans Review: _____
Grading Permit: _____
Penalty: _____
TOTAL: _____

OFFICE USE ONLY

PPIN#: _____ Parcel#: _____ Zoning Class: _____ Flood Zone: _____ CRS _____

Appraised Building Value: _____ Substantial Improvement Log Posted: _____

Flood Elevation Certificate: _____ Elevations Received: Pre- _____ Post - _____ Const. _____

Historic Dist. _____ COA: _____ LOC: _____ Mid-Town Dist. _____

Code Enforcement: Violation(s): _____ Ward: _____ Council Resolution: Y N Officer approval: _____

Permit Prepared By: _____ Date: _____

Approved By: _____ Title: _____

Date Approved: _____ Permit Number(s): _____

Cross Reference Permit Number (grading, etc.): _____

Notes/Comments: _____



BUILDING PERMIT Acknowledgement

CITY OF HATTIESBURG
BUILDING DIVISION

P. O. Box 1898
Hattiesburg, MS 39403-1898
Phone (601)-554-1004
Fax (601)-545-4688

RE: Owner Name: Toyota of Hattiesburg

Project Address: 6461 US 98, Hattiesburg, MS 39402

Contractor: Munn Enterprises, Inc.

Email Address: KerriL@munnterprises.com

I, Harold Munn, do hereby acknowledge that:
Print Owner's Name *Initial*

	<i>Initial</i>
1. I am the Contractor ☒ , Owner _____, or Other _____, Specify _____	hm
2. The field copy of the plans must be on site at all times.	hm
3. The Contractor or a representative will be on site for all inspections.	hm
4) Twenty four hour notice is required for all inspections.	hm
5) The Building cannot be used or occupied until all finals have been done and a Certificate of Occupancy has been issued.	hm
6) No licensed Contractor will allow an un-licensed Contractor to work.	hm
7) When changing a contractor or sub-contractor, an affidavit from the new Contractor must be submitted prior to the change.	hm
8) Any changes to the approved site plan or building plans must be resubmitted to the City for approval prior to construction.	hm
9) I understand that if an electrical inspection reveals that repairs need to be done before electrical service can be restored, I must retain a Licensed Electrician at my own expense and a re-inspection fee may be applied.	hm
10) I acknowledge that it is my responsibility to make sure all required inspections are completed by the City before covering up any work and understand that if I fail to do so, I will be required to remove any dirt, concrete, insulation, sheetrock or any other materials that may conceal construction components that will need to be inspected.	hm

NOTE: To request construction debris pick up by the City of Hattiesburg you will need to please contact Public Works Department at 601-545-4545 for any required fees.

hm <-- (initial)

I do hereby accept full personal responsibility for all the above and understand that a violation of any of the above may result in fines or imprisonment of not more than 90 days per offense, construction delays, and possible loss of license.

Harold Everette Munn
Signature

Harold Everette Munn
Print Name:
7712 Highway 49 North, Hattiesburg, MS 39402
Mailing Address:
7712 Highway 49 North, Hattiesburg, MS 39402
Physical Address:
801784993
Driver's License#:

Harold Everette Munn
Signature:

Hattiesburg, MS 39402
City, State, & Zip Code
601.270.4220
Cellphone:
601.264.7446 x 1002
Business Phone:
Expiration Date:
6-21-2024
Date:



**Building Permit
Final Administrative Regulation Form**

City of Hattiesburg
Building Division

P. O. Box 1898
Hattiesburg, MS 39403-1898
Phone (601) 554-1004
Fax (601) 545-4688

**FINAL ADMINISTRATIVE RULE/REGULATION ADOPTION
STATE BOARD OF CONTRACTORS
STATE OF MISSISSIPPI**

Effective October 15, 2007 the following administrative rule/regulation has been officially adopted by the Mississippi State Board of Contractors.

Once a building permit is issued to a residential builder or remodeler, or the holder of a certificate of responsibility by a municipal or county building official, or any other authority charged with the duty of issuing local building permits, such licensed residential builder or residential remodeler or holder of a certificate of responsibility shall exhibit a sign at the permitted job site which shall include, prominently displayed in lettering at least two (2) inches high and twelve (12) inches wide, the license or certificate of responsibility number of the residential builder or residential remodeler or holder of the certificate of responsibility and the State issuing it.

Munn Enterprises, Inc.
Name of Contractor Company:

7712 Highway 49 North, Hattiesburg, MS 39402
Company Address:

Harold Everette Munn
Contractor Signature:

6-21-2024
Date:



EPA/HUD Lead Renovation, Repair, & Painting Certification

Are you ready?

The Environmental Protection Agency (EPA) and the Department of Housing and Urban Development (HUD) issued a rule requiring the use of lead-safe practices.

All firms and individuals performing or desiring to perform renovation, repair, or painting work must become certified by April 22nd, 2010. www.epa.gov/lead/pubs.renovation.htm

This regulation applies to housing and children-occupied facilities built before 1978 and impacts:

Contractors (General, Plumbing, Electrical, HVAC, Painting, etc.)

Child Care Facilities and Schools

Property Owners and Maintenance Workers of Rental and Multi-family Housing

Renovators and Remodelers

Mississippi State University's Safety Environmental Unit is now an EPA-Accredited Renovation, Repair, and Painting Program training provider;

Renovator Initial Training Course

Renovator Refresher Training Course

Dust Sampling Technician Training Course

To Register

Call (662)-325-5002 or visit www.ce.msstate.edu/training

I do here certify that I have read the above notice and I agree to comply with the above EPA regulations concerning lead based paint testing and abatement.

Kerri McAlpin Little
PRINTED NAME:

6-21-2024
DATE:

Kerri McAlpin Little
SIGNATURE:

6461 US 98, Hattiesburg, MS 39402
PROJECT ADDRESS:



Building Permit Fee Scale

City of Hattiesburg
BUILDING DIVISION
P.O. Box 1898
Hattiesburg, MS 39403-1898
Phone (601) 554-1004
Fax (601) 545-4688

The following permit fee schedule will be used to calculate all other types of permit/inspections for new, expansion or renovation construction for residential* and/or commercial work, demolitions, land disturbance (including grading, grubbing, and/or clearing) signs, and said fees shall be made prior to issuance of permit:

\$1 to 500.00	\$24.00
\$500.01 to \$2,000	\$24.00 for the first \$500, plus \$3.00 for each additional hundred or fraction thereof
\$2,000.01 to \$40,000	\$69.00 for the first \$2,000 plus \$11.00 for each additional thousand or fraction thereof
\$40,000.01 to \$100,000	\$487.00 for the first \$40,000 plus \$9.00 for each additional thousand or fraction thereof
\$100,000.01 to \$500,000	\$1,027 for the first \$100,000 plus \$7.00 for each additional thousand or fraction thereof
\$500,000.01 to \$1,000,000.00	\$3,827 for the first \$500,000 plus \$5.00 for each additional thousand or fraction thereof
\$1,000,000.01 to \$5,000,000.00	\$6,327 for the first \$1,000,000 plus \$3.00 for each additional thousand or fraction thereof
\$5,000,000.01 and over	\$18,327 for the first \$5,000,000 plus \$1.00 for each additional thousand or fraction thereof

TOTAL PROJECT VALUATION:

FEE:

Additional information, or inspection trips, made necessary through the failure of a contractor to specify location of installation, or failure to install equipment properly, or to otherwise create conditions making such additional inspections or trips necessary, are hereby designated "Re-Inspections." For each such "Re-Inspections," the designated Re-Inspect Fee shall be charged against and paid by said contractor into the treasury of the City of Hattiesburg.

Permit fees shall apply to all owners, contractors, and non-profit organizations, with the only exception being those non-profit organizations (with approved non-profit charters) providing construction services on a totally volunteer basis for new, expansion or renovation construction on single-family residences.

Toyota of Hattiesburg

Lake Serer
Grocery

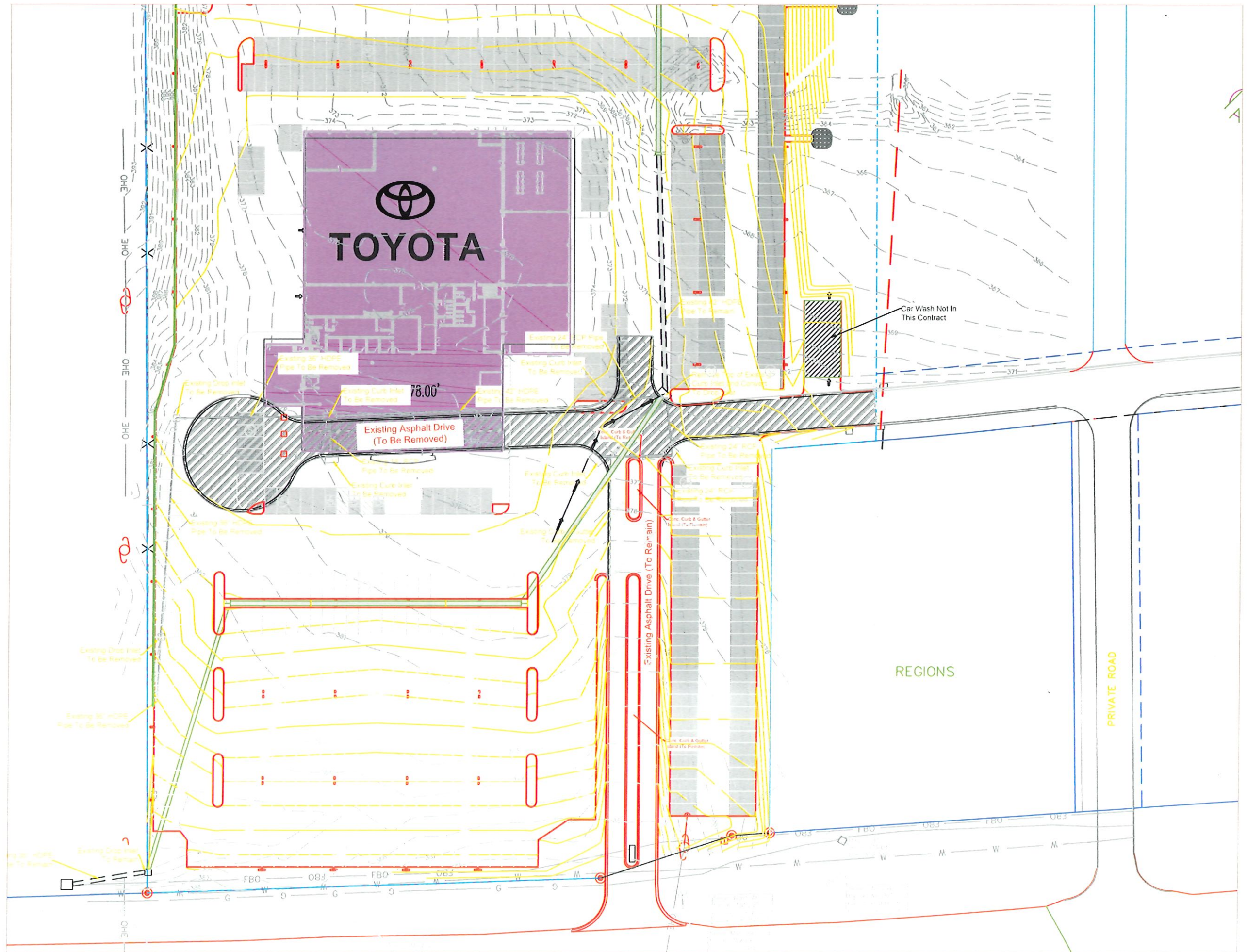
5-min express
carwash

Flag Pole Location

68'-0"

HIGHWAY EDGE

US HWY 98



July 1, 2024

To Whom It May Concern:

I am writing this letter in support of the variance request for a 100' flagpole Toyota of Hattiesburg, 6461 US 98, Hattiesburg, MS is requesting to install. I am a business and/or landowner adjacent to the property in question. The flagpole will be a beautiful asset to our area.

I do not have any objections or apprehensions as the business and/or landowner next to this property.

Below is my name and number if you have any questions.

Sincerely,

 Wanda Jean Benson STEARHOUSE
601-323-1005

July 1, 2024

To Whom It May Concern:

I am writing this letter in support of the variance request for a 100' flagpole Toyota of Hattiesburg, 6461 US 98, Hattiesburg, MS is requesting to install. I am a business and/or landowner adjacent to the property in question. The flagpole will be a beautiful asset to our area.

I do not have any objections or apprehensions as the business and/or landowner next to this property.

Below is my name and number if you have any questions.

Sincerely,

Jessie Tour 601.550.8815
Champagne Taste Consignment Shop

Joanna Chandler 601.550.8815
Champagne Taste Consignment

July 1, 2024

To Whom It May Concern:

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I do not have any objections or apprehensions as the business and/or landowner next to this property.

Below is my name and number if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Vannick".

Fine Wine & Liqueur Loft
601-579-7848

July 1, 2024

To Whom It May Concern:

I am writing this letter in support of the variance request for a 100' flagpole Toyota of Hattiesburg, 6461 US 98, Hattiesburg, MS is requesting to install. I am a business and/or landowner adjacent to the property in question. The flagpole will be a beautiful asset to our area.

I do not have any objections or apprehensions as the business and/or landowner next to this property.

Below is my name and number if you have any questions.

Sincerely,

Sara Hood
Hair unlimited
601 680 2004

July 1, 2024

To Whom It May Concern:

I am writing this letter in support of the variance request for a 100' flagpole Toyota of Hattiesburg, 6461 US 98, Hattiesburg, MS is requesting to install. I am a business and/or landowner adjacent to the property in question. The flagpole will be a beautiful asset to our area.

I do not have any objections or apprehensions as the business and/or landowner next to this property.

Below is my name and number if you have any questions.

Sincerely,



Kim's Nail Salon
Full service salon
Tuyet and Vu
Please call for an appointment

(601) 296-1188
Closed Sunday & Monday
Open Tues-Fri 9:00-7:00
Sat. 9:00-5:00 gift certificate available

28 market court suite 30
Hattiesburg, MS. 39402
Right behind McDonald in Oak Grove

Tuyet Vu
7/2/24

July 1, 2024

To Whom It May Concern:

I am writing this letter in support of the variance request for a 100' flagpole Toyota of Hattiesburg, 6461 US 98, Hattiesburg, MS is requesting to install. I am a business and/or landowner adjacent to the property in question. The flagpole will be a beautiful asset to our area.

I do not have any objections or apprehensions as the business and/or landowner next to this property.

Below is my name and number if you have any questions.

Sincerely,

KAShe Wedgewood

Lake Serene Grocery

601-264-6393

A handwritten signature in dark ink, appearing to be 'KAShe', followed by a long horizontal line extending to the right.

July 1, 2024

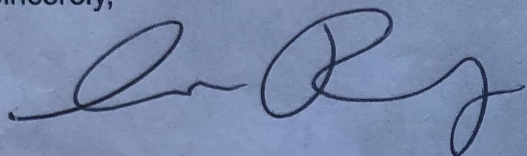
To Whom It May Concern:

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I do not have any objections or apprehensions as the business and/or landowner next to this property.

Below is my name and number if you have any questions.

Sincerely,



ANDREW ZEDUNG, HR
(972-746-1269)

APPROVED BY RODDY TUMBLEY, OWNER 7/4/24
(601-757-7178)

July 1, 2024

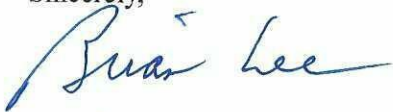
To Whom It May Concern:

I am writing this letter in support of the variance request for a 100' flagpole Toyota of Hattiesburg, 6461 US 98, Hattiesburg, MS is requesting to install. I am a business and/or landowner adjacent to the property in question. The flagpole will be a beautiful asset to our area.

I do not have any objections or apprehensions as the business and/or landowner next to this property.

Below is my name and number if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Brian Lee". The signature is fluid and cursive, with a long horizontal stroke at the end.

BKS, Inc

601-408-8235

July 1, 2024

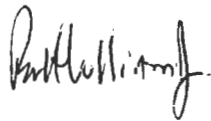
To Whom It May Concern:

I am writing this letter in support of the variance request for a 100' flagpole Toyota of Hattiesburg, 6461 US 98, Hattiesburg, MS is requesting to install. I am a business and/or landowner adjacent to the property in question. The flagpole will be a beautiful asset to our area.

I do not have any objections or apprehensions as the business and/or landowner next to this property.

Below is my name and number if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul H. Herring". The signature is written in a cursive, flowing style with a long horizontal stroke at the end.

**MINUTES OF THE
REGULAR MEETING OF THE
BOARD OF ADJUSTMENT
September 4th, 2024**

Board Members Roll Call:

Members Present:

1. Bernard Green, Vice Chair
2. Richard Conville
3. John Eye
4. Brandon E. Williams
5. Eric Boney
6. Herman Dungan

Members Absent:

1. Stacey Ready
2. James Trussell
3. James Hughes
4. Shawn Harris, Chair
5. Jessica Cathey

Staff Present:

1. Cory Long, Planning Manager
2. Nathan Satcher, Planner II
3. David Miller, Esq.
4. Wiley Quinn, Director of Urban Development
5. Meridian McDaniel, Planner I

Vice Chair Green declared the Board of Adjustment meeting open and in session at 3:30p.m.

AGENDA REVIEW

A motion was made to accept the agenda.

Motion:

Made by Brandon E.J. Williams to approve the agenda

Second:

Made by Richard Conville

Vote:

Board Member	Yea	Nay	Other
John Eye	X		
Richard Conville	X		
Bernard Green	X		
Shawn Harris			ABSENT
Brandon Williams	X		
Stacey Ready			ABSENT
Eric Boney	X		
Herman Dungan	X		
James Trussell			ABSENT
Bruce Betts			ABSENT
Jessica Cathy			ABSENT

MINUTES REVIEW

The minutes from July were discussed and no changes were made.

Motion:

Made by Brandon E.J. Williams.

Second:

Made by Herman Dungan.

Vote:

Board Member	Yea	Nay	Other
John Eye	X		
Richard Conville	X		
Bernard Green	X		
Shawn Harris			
Brandon Williams	X		
Stacey Ready			
Eric Boney	X		
Herman Dungan	X		
James Trussell			
Bruce Betts			
Jessica Cathy			

PLANNING REPORT

The Planning Division staff gave a report. Updated Board of Adjustment on Night Off Broadway event from August 30th and the tactical urbanism demonstrations, site inspections and common

issues that the planning division is finding, and the potential for training series for BOA and HPC.

CHAIR'S REPORT

No report from the vice chair.

INTRODUCTIONS

Board of Adjustment members and Staff introduced themselves.

Item A:

1. Kerri McAlpin Little, applicant, Charlie Holder, applicant, and Mary Bryant, representative, requests a variance from the maximum height of 72 ft for a structure in a B-5 zoned property to instead to allow for a 100 ft maximum structure (flag pole) for a property located at 6461 US 98 (PPIN 26161, Ward 3, Lamar County).

Discussion and Vote:

Staff introduced the case. Kerri McAlpin Little presented on behalf of the application.

Presented by:

1. Kerri McAlpin Little

Proponents:

1. None

Opponents:

1. None

Motion:

Herman Dungan motioned to deny variance (for not meeting any of the basis for approval).

Second:

Made by John Eye

Vote:

Board Member	Yea	Nay	Other
John Eye	X		
Richard Conville	X		
Bernard Green	X		
Shawn Harris			ABSENT
Brandon Williams	X		
Stacey Ready			ABSENT
Eric Boney	X		

Herman Dungan	X		
James Trussell			ABSENT
Bruce Betts			ABSENT
Jessica Cathy			ABSENT

Item B:

1. Ola M. Jordan, applicant, requests a variance from the minimum lot size of 43,560 sq ft (1 acre) for an A-2 zoned property to instead allow for a minimum lot size of 16,200 sq ft on a property located at 532 Cox Street. The request is contingent upon approval of a rezone request to A-2 (PPIN 12368, Ward 5, Forrest County).

Discussion and Vote:

Staff introduced the case. Rorminea Williams and Ola Jordan presented on behalf of the application.

Presented by:

1. Rorminea Williams
2. Ola Jordan

Proponents:

1. None

Opponents:

1. None

Motion:

Eric Boney motioned to approve the variance (Basis of hardship and special privilege).

Second:

Made by Brandon Williams.

Vote:

Board Member	Yea	Nay	Other
John Eye	X		
Richard Conville	X		
Bernard Green	X		
Shawn Harris			ABSENT
Brandon Williams	X		
Stacey Ready			ABSENT
Eric Boney	X		
Herman Dungan	X		
James Trussell			ABSENT
Bruce Betts			ABSENT
Jessica Cathy			ABSENT

OTHER BUSINESS

No other business came before the Board of Adjustment.

Adjournment:

The meeting was adjourned at 4:38 p.m.

Motion:

Made by Herman Dungan

Second:

Made by Richard Conville

Vote:

Board Member	Yea	Nay	Other
Shawn Harris			ABSENT
John Eye	X		
James Trussell			ABSENT
Brandon E. Williams	X		
Eric Boney	X		
Richard Conville	X		
Stacey Ready			ABSENT
Herman Dungan	X		
Jessica Cathey			ABSENT
Bernard Green	X		
James Hughes			ABSENT

Stacey Ready, Secretary

Cory Long, AICP, Planning Division Manager



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Urban Development Director
cc:
Date: Tuesday, November 5, 2024
Re: Take from the table: Adopt an Ordinance to amend the comprehensive zoning district map for a located at 532 Cox Street (PPIN 12368, Ward 5, Forrest County) from R-1C (Single-Family Residential) to A-2 (Agricultural Residential). The Planning Commission recommended approval with conditions on September 4th, 2024.
File Number: 2024-390
Minute Book #MB 2023-137 / Tabled

Summary

Recommendation Statement

Please place this on the November 5, 2024 City Council meeting for consideration.

September 2024 HPC Item: E
Ola M. Jordan, Applicant
Request for: **Request for Rezoning (R-1C to A2)**



**Board of Adjustment
Case Fact Sheet**

Name of Petitioners: Ola M. Jordan, Applicant

Address of Property:	Tax Parcel	PPIN:	Ward:
532 Cox Street	2-042E-26-024.00	12368	5

Request: **Request for Rezoning — R-1C (Single Family Residential) to A-2 A2 (Agricultural Residential)**

Purpose of Request: Ola M. Jordan, applicant, request approval for rezoning from R-1C (Single-Family Residential) to A-2 (Agricultural Residential) for a property located at 532 Cox Street (PPIN 12368, Ward 5, Forrest County).

History / Background: The applicant met with staff regarding the potential of relocating a mobile home to her lot. The mobile home was purchased following the applicant's home burned down earlier this year. Staff advised that her lot was zoned as R-1C (Single Family Residential) and that zoning does not allow for mobile homes to be placed in that zoning. Staff advised that the property would need to be rezoned to an agricultural zoning and the applicant is pursuing a zoning change to A-2 (Agricultural Residential), which allows for the placement of mobile homes. Staff also advised that a variance would be required since her lot was smaller than the required minimum lot size of 43,560 sq ft in an A-2 zone. The applicant is also pursuing a variance for the minimum lot size for A-2 zoning, requesting a variance to allow the minimum lot size to be the size of her lot at 16,200 sq ft.

Applicant Summary: See Attached

Applicable Regulations:

SECTION 4

Zoning Districts Established

A-2 Agricultural Residential District: The purpose of the A-2 Agricultural District is to permit low density single-family residential development along with restrictive agricultural uses. This district is consistent with the Rural Residential / Agricultural District in the Comprehensive Plan. The district is intended to encourage and protect large lots, open space and low density population.

R-1C Single Family Residential District: The purpose of the R-1C District is to permit single-family residential uses with related recreational, religious and educational facilities. This district is consistent with the Neighborhood Conservation 1 and 2 districts in the Comprehensive Plan. This zoning district encourages protected lower density residential neighborhoods with only compatible supporting institutional uses and open space.

SECTION 5

Use Regulations

5.1 Table of Uses

Table 5.1 Table of Uses																
Use		Additional Use Conditions Cross Reference														
		Agricultural		Residential				Business				Industrial				
■	Permitted	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 with conditions															
◆	Conditional Use															
×	Not Permitted															
Dwelling, manufactured (mobile) home		□	□	×	×	×	×	×	×	×	×	×	×	×	×	5.4.19

5.4.19 Dwelling, Manufactured (mobile) Home. One dwelling, manufactured (mobile) home allowed per lot. Manufactured homes on individual lots shall meet the following requirements:

5.4.19.1 Compatibility. Homes shall be generally in keeping with the scale, size and texture of the residential structures in the surrounding neighborhood.

5.4.19.2 Anchoring. Anchoring and Foundation. Homes shall be installed and anchored according to State Fire Marshal requirements.

5.4.19.3 Labeling. Shall bear FMHCCS Label or Seal of

September 2024 HPC Item: E
Ola M. Jordan, Applicant
Request for: **Request for Rezoning (R-1C to A2)**
Compliance.

5.4.19.4 Exterior finish. Homes shall have horizontal siding. At a minimum, the exterior siding shall consist predominantly of vinyl or aluminum lap siding whose reflectivity does not exceed that of flat white paint, wood or hardboard, comparable in composition, appearance, and durability to the exterior siding commonly used in standard residential construction.

5.4.19.5 Roof construction and pitch. Homes shall have a minimum of a 3/12 roof pitch with asphalt shingles. 5.4.19.6 Placement. All homes shall meet setbacks and be placed on the lot in harmony with the existing structures.

5.4.19.7 Equipment Removal. The towing tongue, wheels and hitch-axle shall be removed upon final placement of the unit.

5.4.19.8 Skirting. Skirting or other solid screen shall be installed to enclose the foundation of the structure and crawl space and shall complimentary to the design of the structure.

5.4.19.9 Porch Required. Porch Required. All manufactured homes shall have either a deck or porch with steps at each entrance constructed and installed in accordance with the standards set forth by the current building codes. The minimum square footage of the floor of such porch or deck shall measure at least 36 square feet.

5.4.19.10 Age. No home not meeting current codes may be relocated or moved onto a lot.

Present Zoning: R-1C, Single-Family Residential

Present Use: Residential Lot

Future Land Use: Neighborhood Conservation District 2

**Surrounding Zoning:
and Land Use:**
North: R-1C, Single-Family Residential
South: R-1C, Single-Family Residential
East: R-1C, Single-Family Residential
West: R-1C, Single-Family Residential

**Letters or
Concerns stated:** Staff have not received any letters or concerns regarding this project at the time of writing of this report.

September 2024 HPC Item: E

Ola M. Jordan, Applicant

Request for: **Request for Rezoning (R-1C to A2)**

Options: Recommend approval or denial of the request approval for rezoning from R-1C (Single-Family Residential) to A2 (Agricultural Residential) for a property located at 532 Cox Street (PPIN 12368, Ward 5, Forrest County).

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

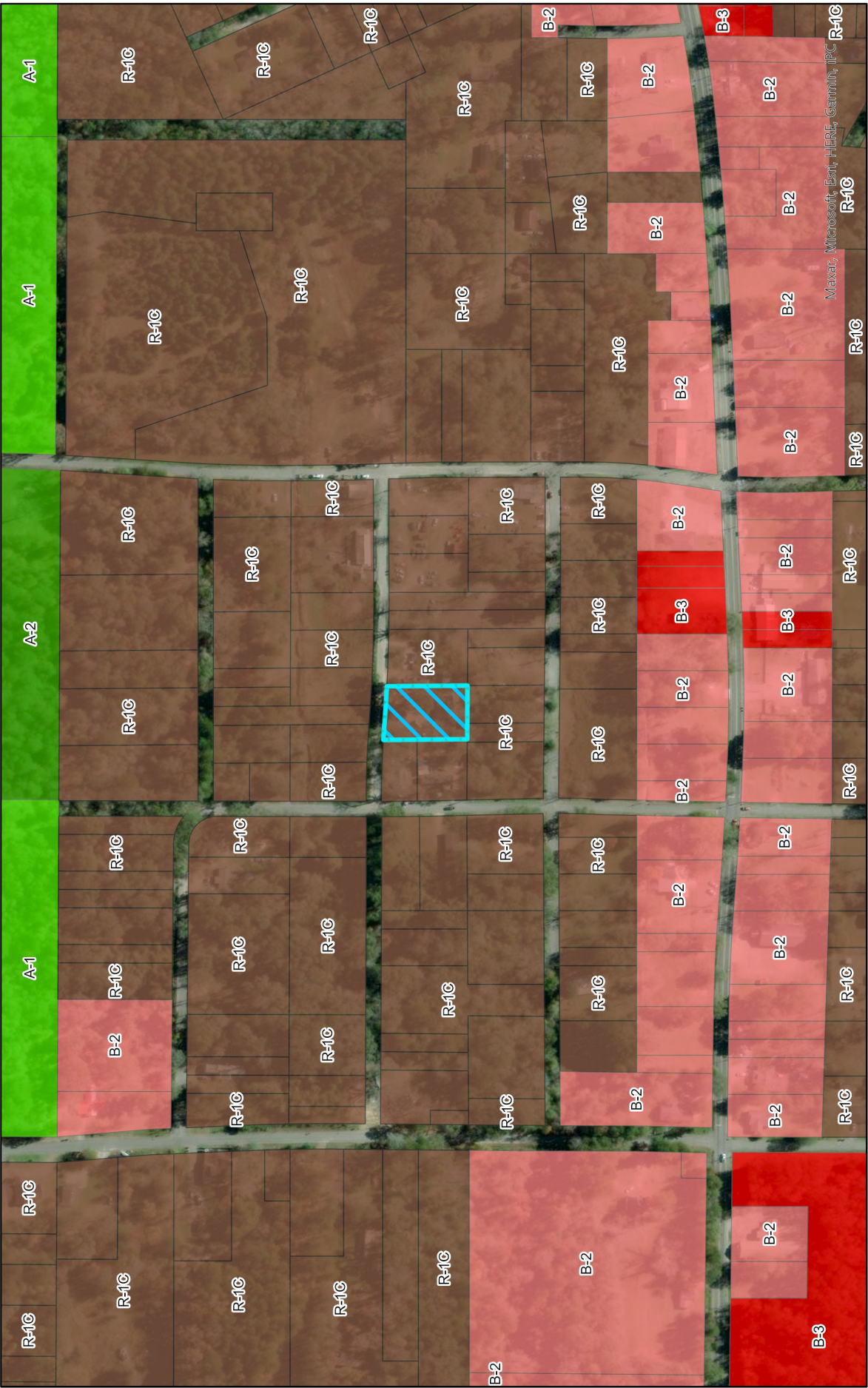
SUBJECT PARCEL

532 Cox Street — Zoning Change Request

Ola M. Jordan, Applicant

Requests approval for rezoning from R-1C (Single-Family Residential) to A-2 (Agricultural Residential) for a property located at 532 Cox Street. The request to rezone is contingent upon a variance approval to allow for a reduced lot size for the A-2 zoning district (PPIN 12368, Ward 5, Forrest County).





Zoning Map

A-1	R-1C	B-3
A-2	B-2	

Rezone Request from R-1C to A-2
Variance for reduced lot size dimensions
for A-2 Zoned parcel
532 Cox Street
PPIN: 12368
Flood Zone: X, Ward 5, Forrest County

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: 8/14/2024 4:26 PM



Future Land Use Map

- Community Business A
- Neighborhood Conservation District 2

Rezoning Request from R-1C to A-2
Variance for reduced lot size dimensions
for A-2 Zoned parcel
532 Cox Street
PPIN: 12368

Flood Zone: X, Ward 5, Forrest County

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: 8/14/2024 4:37 PM



URBAN
DEVELOPMENT
PLANNING DIVISION

Center: 89°16'21"W 31°16'44"N



Site Aerial



Surrounding Area





URBAN DEVELOPMENT PLANNING DIVISION

Public Hearing Application

P.O. BOX 1898 (200 Forrest Street/39401)

Hattiesburg, MS 39403-1898

Department of Urban Development

(601) 545-4599 or FAX (601) 545-1962

APPLICANT:

Applicant Name: Ola M. Jordan

Project Name: _____

Proposed Use(s): Home

Project Street Address: 532 Cox St. Hattiesburg MS, 39401

PPIN Number(s) (if unknown, can be found on tax receipt): _____

PLEASE BE SURE TO FILL OUT PP. 1-5 AND SEE FEES ON P. 6

Application for (check all appropriate types):

- | | |
|---|---|
| ☒ Variance (see below) | ☐ Conditional Use (see below) |
| ☐ Subdividing of Lot, Parcel, or Tract (see p. 12) | ☒ Re-Zoning (see below) |
| ☐ Street or Alley Renaming (see pp. 13-14) | ☐ Overlay District |
| ☐ Vacating Street or Alley (see pp. 13-14) | ☐ Planned Mixed-Use District |

For Variance Only (check all appropriate variance types), see pp. 7 & 8:

- | | | |
|---|---|---|
| ☐ Sign | ☐ Setback (front, side, or rear _____) | ☐ Off-Site Parking |
| ☐ Lot Width | ☐ Lot Coverage Area | ☐ Buffer |
| ☐ Other: <u>Lot Size: Reduce to 16,200ft²</u> | ☐ Open Space | |

For Conditional Use Permit Only (check applicable type), see pp. 9 & 10:

- | | |
|---|---|
| ☐ Automotive Filling Station | ☐ Telecommunications |
| ☐ Digital Billboard, New | ☐ Digital Billboard, Replacement |
| ☐ Restaurant | ☐ Solar Farm |
| ☐ Other: _____ | |

For Re-Zoning Only, see p. 11:

Existing Zoning: R-1C

Proposed Zoning: A-2

STAFF USE ONLY – Do Not Complete:

Pre-Application Date: _____ Planner: _____

Parcel Number(s): _____ Historic District(s): _____

Flood Zone(s): _____ Zoning District(s): _____

Project No.: _____

Code Sections:

LDC Section No. _____

Section No. _____

Section No. _____

Section No. _____

Section No. _____

RECIVED DATE & INITIALS:

PROJECT REPRESENTATIVE INFORMATION:

Primary:

Name:	Ola mae Jordan		
☒ Applicant	☒ Property Owner	☐ Representative	☐ Agent
☐ Contractor	☐ Architect	☐ Engineer	
☐ Other (please specify):			
Phone:	769 3079412	Fax:	
Email:	532 coz st a gmail.com		
Mailing Address:	532 Coz Street		
	Hattiesburg Mississippi 39401		

Secondary:

Name:			
☐ Applicant	☐ Property Owner	☐ Representative	☐ Agent
☐ Contractor	☐ Architect	☐ Engineer	
☐ Other (please specify):			
Phone:		Fax:	
Email:			
Mailing Address:			

Other(s):

Name:			
☐ Applicant	☐ Property Owner	☐ Representative	☐ Agent
☐ Contractor	☐ Architect	☐ Engineer	
☐ Other (please specify):			
Phone:		Fax:	
Email:			
Mailing Address:			

Name:			
☐ Applicant	☐ Property Owner	☐ Representative	☐ Agent
☐ Contractor	☐ Architect	☐ Engineer	
☐ Other (please specify):			
Phone:		Fax:	
Email:			
Mailing Address:			

OWNER AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE OWNER(S) OF
THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the OWNER(s) of the subject property located at

532 Cox Street Nattusburg Miss.
Street Address City State

on this the 15th day of July, 2024

In the matter of this request, the property owner further authorizes the following named person(s)
to represent them at the public hearing on this petition.

on this the _____ day of _____, 20____.

Ola Jordan

Property Owner (print)

Ola Jordan

Property Owner (signature)

STATE OF MS.

COUNTY OF FORREST

Personally came and appeared before me, the within named

OLA JORDAN

who signed and delivered the above and foregoing instrument as and for their free act and deed on
the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the
subject property as described in this Public Hearing Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 15th day of

July, 2024

James E. Hughes
NOTARY PUBLIC

My Commission Expires:

July 23rd 2024

APPLICANT AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE **APPLICANT** OF THIS PETITION, ONLY IF DIFFERENT FROM THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the **APPLICANT(s)** of the subject property located
at 532 Cox St Hattiesburg Miss
Street Address City State
on this the 15th day of July, 2024

Ola Jordan

Applicant (print)

Ola Jordan

Applicant (signature)

STATE OF MS.

COUNTY OF FORREST

Personally came and appeared before me, the within named

OLA JORDAN

who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Public Hearing Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 15th day of JULY, 2024.

[Signature]
NOTARY PUBLIC

My Commission Expires:

July 23rd, 2024



PLANNING COMMISSION & BOARD OF ADJUSTMENT – PETITIONER

REQUIRED SUBMITTAL INFORMATION

Deadline for applicant to file petition: July 22nd 5:00pm (End of business day)
Hattiesburg Planning Commission Meeting Date: September 4th Time: 1:00pm
Hattiesburg Board of Adjustment Meeting Date: " " Time: 3:30pm

There is a 10-day appeal period, required by State Law, between the Planning Commission Meeting and/or Board of Adjustment Meeting and the City Council Meeting – appeals must be filed within this 10-day period.

City Council Agenda Review Date – (you or your representative should attend): _____ Time: 4:00pm

City Council Meeting (Vote) Date – (you or your representative may attend): _____ Time: 5:00pm

There is an additional 10-day appeal period, required by State Law, after City Council Meeting, for all Variances and Conditional Use Permit which ends _____ and a 30-day wait period for Zoning or Street closing/re-naming, PMUs, PRDs, PUDs which ends _____. So, if approved by the City, no final site plan review approvals or building permits could be issued prior to these dates.

****Dates and times are subject to change****

If an appeal is filed or the petition is tabled for any reason at any stage, the above listed dates would need to be revised.

The following paperwork MUST be attached to this application:

____ Site Diagram (11" x 17" preferred size): Drawing to scale prepared by professional engineer/surveyor showing lot dimensions, existing/proposed building, signs, parking areas, etc. (Different standard may be accepted only per approval from staff)

____ Site & Design Review Committee, if needed.

X Copy of entire Warranty Deed (filed and recorded at courthouse) with legal description granting title to current owner. (If the Warranty Deed covers a larger piece of property than the current project, a legal description for this project site only may also be required)

X Electronic/Digital copy of legal description REQUIRED for all public notices, saved as Word or text document OR emailed to planning@hattiesburgms.com

X An affidavit (pages 3 & 4) attesting that the applicant or representing party (if other than the owner) is acting on behalf of the owner(s) of record. The affidavit must be sworn to before a notary public or other appropriate official. (Included in owners signature page, or may be a separate document)

X Variance application only: A letter of approval/denial from all adjoining property owners must be obtained and submitted with application.

____ Other documents needed (per Planning Division):

____ Maps of digital billboard removal sites ____ Maps of digital billboard replacement sites

____ Documentation on measurements ____ Other: _____

X Payment to the City of Hattiesburg for filing application in the amount of \$ 575.

**You may be responsible for posting a sign (prepared by Planning Division staff)
a minimum of fifteen (15) days prior to the hearing date.**

You will be responsible for maintaining the sign for the duration of the public hearing process.

Required Fees

All fees adopted by Ordinance No. 2977, adopted January 22, 2008, as amended. This is an excerpt from that ordinance:

Public Hearing Fees:

Variance (includes Concept Site Plan Review) -----	\$175.00 per application and one Variance request; plus \$50.00 for each additional variance request within same application
Street/Alley Naming or Re-Naming-----	\$300.00 per application, plus \$100.00 per required street name sign if approved* (*Fees for replacement street signs shall be paid after City Council approval, but prior to effective date.)
Street/Alley Closing -----	\$300.00 per application
(Conditional) Use Permit -----	\$200.00 per application
Zoning Change -----	\$400.00 per application*
(*see PUD or PRD & zoning package rate)	
Planned Unit Development (PUD) or Planned Residential Development (PRD), & (Planned Mixed- Use District PMU) -----	\$400.00 per application (*see PUD or PRD zoning package rate) or (**see PUD or PRD & Subdivision of Land package rate)
Planned Unit Development (PUD) or Planned Residential Development (PRD) with zoning change package -----	\$600.00 per package application
Subdivision of Land (Preliminary Plats) -----	\$225.00 per application, plus \$10.00 for each created lot (** see PUD or PRD & Subdivision of Land package rate) Note: Final Plats should be submitted to the governing body for approval within 12 months of approval of preliminary plats.
Planned Unit Development (PUD) or Planned Residential Development with Subdivision of Land Package** -----	\$500.00 per application, plus \$10.00 for each created lot (**see PUD or PRD & Subdivision of Land package rate)
Change in Land Development Code Text -----	\$200.00 per application
Appeal Fees for Proponent or Opponent appeals to City Council -----	\$50.00 per appeal
Exempt from fees – Established Neighborhood Associations	
Cancellation/Re-notification fee on any public hearing process (Planning Commission or City Council) that is tabled or cancelled at the owner/developer's Request -----	\$50.00 (per each 100 mailing labels)

OTHER PROCESSES MAY HAVE ADDITIONAL FEES

Make all checks payable to the City of Hattiesburg



FOR VARIANCE APPLICANTS:

The Board of Adjustment has the responsibility to hear and make recommendation on requests for variances to the requirements of this Code (per Section 11.4). Section 12.4.1 Variances are departures from the standards of the Land Development Code, except land use, which will not be contrary to the public interest and where, owing to conditions peculiar to the property and not as a result of the action of the applicant, a literal enforcement of this Code would result in unnecessary and undue hardship.

The following conditions must be met before a variance can be recommended.

Approval Criteria.

A variance is not a right, but a privilege that property owners meeting the following criteria may request. These criteria are to be used to consider all variance requests. It shall be the burden of the applicant to prove that the request meets these criteria. Use this worksheet or format your own to demonstrate the following criteria.

1. **Hardship.** (a) the hardship is unique to the property and is not or will not be caused by the actions or inactions of the applicant. (b) There are exceptional conditions creating an undue hardship applicable only to the property involved or the intended use which do not apply generally to the other land areas or uses within the same zoning district.

My house burnt down in March. I own this property and have been living here over thirty years.

2. **Special Privilege.** A variance shall not confer any special privilege that is denied to other lands or structures in the same zoning district.

I would like to put trailers on the property. This is what I could afford after my house burnt. There are other trailers around my lot land.

3. **Literal Interpretation.** The literal interpretation of the provision of the regulation would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant.

4. **Reasonable Use.** The applicant cannot make reasonable use of the property without the requested variance.

Reasonable use of the property to get a trailer on my land. I own a half an acre of land!

5. **Minimum Required.** The granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure.

6. **Conformance with Purpose of this Code.** The granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code.

I do not believe my living arrangement will interfere with the area. I'm asking to resize area to smaller amount of space.

12.4.1.2 Conditions of Approval. In recommending the granting of a variance, the Board of Adjustment may require appropriate conditions and safeguards in conformity with this Code. Violation of such conditions and safeguards, when made a part of the terms under which a variance is granted, shall be deemed a violation of the Code. The recommendation of the Board Adjustment shall be presented to the City Council for final action.

FOR CONDITIONAL USE APPLICANTS:

Section 12.3.3.1 Compliance Required. Uses requiring Planning Commission approval as noted in the Tables of Uses in Section 5 of this Code, shall be approved subject to this Section. Any application for such use must comply with: all applicable standards that apply to similar uses and properties in the zoning district in general, the specific conditions listed for that use in Section 5, and the following criteria. Where conflicts exist, the Planning Commission shall determine which criteria apply on a case-by-case basis.

1. Does this application meet the conditions set forth in Section 5 of the LDC for the requested use? If yes, please explain:

2. Describe the effects the proposed use of utilities and facilities will have on the community.

3. Describe how the size of the site is appropriate for the proposed use.

4. Will there be any additional pedestrian or vehicular traffic generated by the proposed use? If yes, please explain:

5. Will there be any elevation in the noise level resulting from this proposed use? If yes, please explain:

6. What is the expected number of customers/employees per day?

7. Is proposed use compatible with surrounding uses and design? If yes, please explain:

8. Parking requirements:

Commercial/Industrial: Paved parking will be provided for _____ vehicles, and _____ ADA vehicles; with _____ loading spaces.

For more information, please reference the Land Development Code Section 12.3.3.2.



FOR RE-ZONING APPLICANTS:

As stated in Section 12.3 in the Land Development Code, one of the following conditions must be met before a rezoning can be recommended. Check the condition(s) most applicable to your request and explain in writing.

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

Detailed explanation of condition(s) most applicable to your request:

My house burn and I didn't have
the money to rebuild so I got a mobile
home to replace my house. I need some
more to live

Subdividing of Lot, Parcel or Tract Information

1. Property data:

Parent Parcel / Existing lot/parcel/tract contains _____ Square Footage/Acres

Lot Area Requirement: _____

Lot Frontage Requirement: _____

Existing use of lot/parcel/tract _____

To be subdivided into _____ lots/parcels (including parent parcel) – outlined below.

Use extra copies of this form if needed for additional lots.

Newly subdivided Parcels	New lot size in square footage (sf) or acres (A)	New lot has public road frontage (yes / no)	New lot has private road frontage (yes / no)	Indicate name of public or private road(s)	Staff - Lot area & frontage requirements comply?	
					Yes	No
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Be sure to include information on the remainder of "existing" lot after splits made – identified as "Parent Parcel"						
Parent Parcel						
		Total square footage of new lots (verify total matches existing parcel prior to splits)				

2. Infrastructure required:

Water/Sewer _____ Gas _____ Electric _____ Telephone _____ Cable _____ Streets _____

Street/Alley Renaming, Closing, or Vacating Information

1. Please indicate specific request(s): ☐ Street ☐ Alley
 ☐ Closing ☐ Vacating ☐ Naming ☐ Re-Naming
2. Current name of street/alley to be named/re-named, vacated, or closed:

3. Proposed name of street/alley to be named or re-named (If applicable):

4. Describe the portion of the street/alley to be renamed, closed, or vacated (use all bounding or intersecting streets/alleys, from and to):

5. Tax Block(s) and Lot(s) involved in closing request

6. Describe existing land use of properties and number of residents affected by renaming the street/alley within 400 feet.

Type of Land Use of adjacent development	Number of properties adjacent to the existing street	Number of property owners adjacent to the existing street	Number of residents affected by the change of address	
Businesses				
Residences				
Apartments				
Churches/Schools				
Other				

Any additional Information: _____

5. Describe the effect the proposed change will have on existing development and the transportation system within the affected area.

6. Have applications for zoning, variance, building permit, or other applications been filed?

_____ Yes _____ No

If yes, provide reference numbers and dates: _____

7. Acknowledgment of property owners affected by the street/alley renaming. Include all names and addresses.

8. Obtain from the City's Engineering Department the legal description of the street/alley or portion thereof to be closed, vacated, named or re-named (need electronic copy)

Attach Acknowledgement of Affected residents/business

As Additional Page(s)

Doc. Book 15843-74

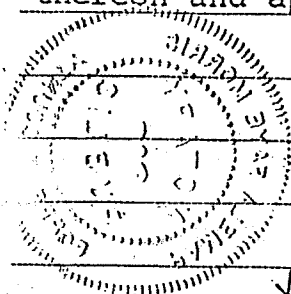
THE STATE OF MISSISSIPPI

County of Forrest

IN CONSIDERATION OF the sum of ten dollars (10.00), cash in hand paid
and other good and valuable considerations, the receipt of which
is hereby acknowledged, I Dorothy Hines (single), do hereby,

sell, Convey and warrant to Ola Jordan (single)

the land described as Lots Twelve (12), Thirteen (13) and Fourteen (14) in
Block Three (3) of the Washington Heights, being a subdivision
of the South Half of the Northeast Quarter of the Southwest
Quarter (S½ of NE¼ of SW¼) of Section 26, Township 4 North,
Range 13 West, as per plat on file in the Office of the Chancery
Clerk of Forrest County, Mississippi, together with all improvements
thereon and appurtenances thereunto belonging.



9000
STATE OF MISSISSIPPI
FORREST COUNTY
CERTIFY THIS INSTRUMENT
WAS FILED AND RECORDED

90 OCT 11 PM 12:50

B&P

SI

REC. OF. AND PAGE OR U.C.
FILE NO. AS SHOWN
WITNESS MY HAND AND SEAL

Jaime C. Howard
CHANCERY CLERK

3.00

ADDRESS OF GRANTOR:

532 Cox Street

Hattiesburg, MS 39401

Home Phone (601) 583-3798

NO Work Phone

ADDRESS OF GRANTEE:

532 Cox Street

Hattiesburg, MS 39401

Home Phone (601) 583-3798

Work Phone (601) 268-8816

THE STATE OF MISSISSIPPI, COUNTY OF _____

Personally appeared before me, _____ of the County of _____

_____ in said State, the within named _____ and _____ wife of said _____

_____ who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal at _____, Mississippi, this the _____ day of _____ A. D., 19 _____

THE STATE OF MISSISSIPPI, COUNTY OF Forrest

Personally appeared Darrell Wallace

_____ one of the subscribing witnesses to the foregoing instrument, who, being first duly sworn, depose and saith that he saw the within named Dorothy Hines (single)

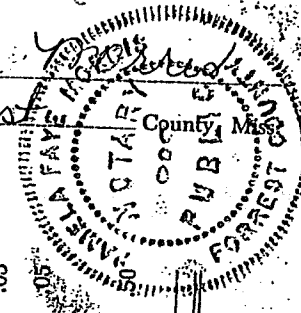
~~XXXXXX~~

whose name he subscribed thereto, sign and deliver the same to the said Ola Jordan

_____ ; that he, this affiant, subscribed his name as a witness hereto, in the presence of the said Dorothy Hines (Single)

Pamela J. Hays
Affiant.

SWORN TO and subscribed before me at the City of Hattiesburg, Mississippi, this the 11th day of October A. D., 19 90

Pamela J. Hays
Notary Public Forrest County, Miss.


My Commission Expires 11-16-92

WARRANTY DEED

Filed for record _____ o'clock _____ M.,
on the _____ day of _____, 19 _____

_____, Clerk
THE STATE OF MISSISSIPPI,

_____, County.

I, _____ Clerk of the Chancery Court of said county, hereby certify that the within instrument of writing was filed in my office for record at _____ M.,
on the _____ day of _____ A. D., 19 _____ and that the same was this day recorded in Deed Record _____ on pages _____

Witness my hand and official seal, this _____ day of _____ A. D., 19 _____, Clerk.
_____, D. C.

FEES
Filing _____ \$.05
Indexing _____
Recording _____ words _____
Certificate _____
Total _____ \$

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URBAN DEVELOPMENT

PLANNING DIVISION



313 E 3rd Street -
Economy Supply Lay

PRE-APPLICATION MEETING SUMMARY

Thursday, July 11th, 2024

STAFF PRESENT:

Cory Long, Nathan Satcher, Jerald Little, Shawn Whitaker, Blake Michaels, Meridian McDaniel.

APPLICANT Present:

Name: Ola Jordan

Business: 532 Cox Street

PROJECT ADDRESS/LOCATION:

Address: 532 Cox Street

Zoning: R-1C

CASE TYPE:

Zoning Change for Mobile Home

SPECIAL DISTRICT:

☐ Flood Zone ☐ Historic District

☐ Form-Based District

PROJECT SUMMARY:

- Applicant Summary
 - Had a house fire in March and trying to get housing taken care of—Zoning is what is causing a problem. Mobile homes only allowed in agricultural zones. Already have purchased it and trying to find somewhere to be able to put it—either at this property or another property.
- Planning
 - HUD standards for mobile homes. Housing is built under international building codes.
 - Property is 0.39 acres
 - Variance for lot size (from requirement of 1 Acre) and zoning request to A2
 - Planning has been talking about an overlay to allow for mobile homes in Palmers Crossing area but no action has been taken as of today.
- Building
- Engineering
- Fire

NEXT STEPS:

- Additional information
 - Zoning Change and Variance Applications deadline is July 22nd by 5pm to be put on the agenda for the September 4th Planning Commission/Board of Adjustment. Bring applications to Planning Division Office (2nd floor of City Hall- 200 Forrest St.)
 - Zoning Change- Planning Commission @ 1:00
 - Variance Request- Board of Adjustment @3:30
 - Zoning Change/Variance Application fee waiver, if applied for, goes to the Director of Urban Development, Wiley Quinn.
 - Planning Commission and Board of Adjustments and recommendations will go to City Council, who will vote on the items on:

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

- September 16 at 4:00pm (Public Hearing portion)
- September 17 at 5:00pm (Official Vote)
- Permits
 - If Zoning Change and Variance Requests are approved, building permits would be required and would be the next step.

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.

Do you approve or Disapprove
of me putting a Mobile Home
on the property of 532 Cox St.
For Ola Jordan

Yes I Approve my name is
Johnny Lee Jones

526 Cox St Hattiesburg Miss
39401

For the property of 832 Chest.
I am putting a note there.
No more offers, or disapproves.

Yes I approve my name is
Graham H. Jones

255 Cox St. Baltimore Md.
34101

Do you approve or Disapprove
of me putting a mobile Home
on the property of 532 Cox St.
for Ola Jordan

William E Moore yes I Approve
251 northwashington St.

to have approval for the purchase
of the building & make home
for the property of 232 Oak St.
for the Johnson

232 North 11th St
to the Johnson
232 North 11th St

Do you approve or disapprove
of me putting a mobile home
on the property of 532 Cox
St. for Ola Jordan
Russell Coleman yes I agree
225 N WASHINGTON AVE

255 N. Washington Ave
Fourth Floor
St. for the
for the property of 2336
of the building or mobile home
to have approved or disapproved

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____
OF THE
CITY OF HATTIESBURG, MISSISSIPPI
AN ORDINANCE CHANGING AND AMENDING THE
COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE
LAND DEVELOPMENT CODE ORDINANCE NO. 3209, AS AMENDED,
OF THE CITY OF HATTIESBURG, MISSISSIPPI
FOR A CERTAIN PROPERTY LOCATED AT 532 COX STREET (PARCEL 2-042E-26-
024.00, PPIN 12368, FORREST CO., WARD 5) FROM SECTION 4.5.5 R-1C (SINGLE-
FAMILY RESIDENTIAL) DISTRICT TO SECTION 4.5.2, A-2 (AGRICULTURAL
RESIDENTIAL) DISTRICT.

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 3209, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to Approve said change in zoning for the following reasons:

The character of the neighborhood has changed substantially so that rezoning is clearly justified, and there is a public need for the rezoning.

Lots twelve (12), Thirteen (13) and Fourteen (14) in Block Three (3) of the Washington Heights, being a subdivision of the South Half of the Northeast Quarter of the Southwest Quarter (S1 ½ of NE ¼ of SW ¼) of Section 26, Township 4 North, Range 13 West, as per plat on file in the Office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Land Development Code Ordinance No. 3209, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as

adopted.

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

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

YEAS:

NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the _____ day of _____ A.D., 2024.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the _____ day of _____ A.D., 2024.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
September 4th, 2024**

Board Members Roll Call:

Members Present:

1. Elayne Lockett
2. Rhoda Pickett, Vice Chair
3. Dick Conville
4. Rebekah Ray, Secretary
5. Michael Pruitt
6. Charles Dawe
7. Lee Anne Venable
8. Amy Hinton, Chair
9. Michael Dickerson

Members Absent:

1. Carlos Wilson
2. (Vacant Seat)

Staff Present:

1. Cory Long, Planning Manager
2. Nathan Satcher, Senior Planner
3. David Miller, Esq.
4. Wiley Quinn, Director of Urban Development
5. Meridian McDaniel, Planner I
6. Kevin Bates, Building Official

Chair Hinton declared the Hattiesburg Planning Commission meeting open and in session at 1:01 p.m.

AGENDA REVIEW

Commissioner Venable made a motion to accept the agenda, seconded by Commissioner Pickett.

Motion:

Made by Commissioner Venable to approve the agenda

Second:

Made by Commissioner Pickett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett			ABSENT
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson			ABSENT
Michael Dickerson	X		
Charles Dawe			ABSENT
Michael Pruitt	X		

MINUTES REVIEW

Commissioner Pruitt made a motion to approve the August 7th minutes, and Commissioner Venable seconded this motion.

Motion:

Made by Commissioner Pruitt to approve

Second:

Made by Commissioner Venable

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett			ABSENT
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson			ABSENT
Michael Dickerson	X		
Charles Dawe			ABSENT
Michael Pruitt	X		

BUILDING REPORT

Kevin Bates, Building Official, provided the Building Permit Report for July and August 2024.

PLANNING REPORT

The Planning Division staff gave a report. Nathan Satcher updated the Planning Commission on City Council votes from August's meetings—Rezone and conditional use for 102 South Street were approved by City Council. A Public Hearing was held on Mr. Thronson's appeal regarding his property on Broadway Drive on 9/3/2024, City Council tabled the appeal to the following meeting on September 16th/17th. Cory Long updated the Planning Commission on the Night Off Broadway event from August 30th and the tactical urbanism demonstrations. There is a potential for a training series for the Planning Commission and Board of Adjustment. Cory Long gave an update on on-site inspections and common issues that the Planning Division staff is finding.

CHAIR'S REPORT

The Chair did not have a report for the meeting.

INTRODUCTIONS

Commissioners and staff introduced themselves.

PUBLIC HEARING – Planning Commission

1. **Item A1: Zoning Change Request** – Bennett York, owner, and John Anglin, engineer, requests approval for rezoning from R-3 (Multi-Family Residential) to B-5 (Regional Business) for a property located at 62 Cross Creek Parkway (PPIN 38013, Ward 3, Lamar County).

Discussion and Vote:

The Planning Staff introduced the case. John Anglin, Engineer, spoke on behalf of his case answering questions from the commissioners.

Presented by:

- John Anglin

Proponents:

- None

Opponents:

- None

Motion:

Made by Commissioner Dawe to approve rezoning request. (Basis of character of the neighborhood.)

Second:

Made by Commissioner Lockett.

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson			ABSENT
Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

1. **Item B1: Zoning Change Request** – Ta’Dren Kennedy, owner, Charles Bolton, representative, and Shea McNease, engineer, approval for rezoning from B-2 (Neighborhood Business) to R-1B (Single-Family Residential) for a property located at 800 W. 7th Street (PPIN 23500, Ward 2, Forrest County).

Motion:

Made by Commissioner Dawe to table Item B.

Second:

Made by Commissioner Pickett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson			ABSENT
Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

1. **Item C1: Major Subdivision Request** – Ta’Dren Kennedy, owner, Charles Bolton, representative, and Shea McNease, engineer, approval for rezoning from B-2 (Neighborhood Business) to R-1B (Single-Family Residential) for a property located at 800 W. 7th Street (PPIN 23500, Ward 2, Forrest County).

Motion:

Made by Commissioner Pickett to table item C.

Second:

Made by Commissioner Ray.

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson			ABSENT
Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

1. **Item D1: Zoning Change Request** – Darian Bourez, Applicant/Owner, and Kyle Mackender, Applicant, requests approval for rezoning from B-2 (Neighborhood Business) to B-1 (Professional Business) for a property located at 1501 W. 7th Street (PPIN 26056, Ward 2, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case. Darian Bourez spoke on behalf of his case answering questions from the commissioners.

Presented by:

- Darian Bourez

Proponents:

- None

Opponents:

- None

Motion:

Made by Commissioner Conville to approve (Basis II)

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett			
Rhoda A. Pickett			
Dick Conville			
Amy Hinton			
Rebekah Ray			
Lee Anne Venable			
Carlos Wilson			ABSENT
Michael Dickerson			
Charles Dawe			
Michael Pruitt			

1. **Item E1: Zoning Change Request** – Ola M. Jordan, applicant, requests approval for rezoning from R-1C (Single-Family Residential) to A-2 (Agricultural Residential) for a property located at 532 Cox Street. The request to rezone is contingent upon a variance approval to allow for a reduced lot size for the A-2 zoning district (PPIN 12368, Ward 5, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case. Ola Jordan and Rorminea Williams spoke on behalf of his case answering questions from the commissioners.

Presented by:

- Ola Jordan
- Rorminea Williams

Proponents:

- None

Opponents:

- None

Motion:

Made by Commissioner Ray to approve (Basis II)

Second:

Made by Commissioner Pruitt

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		

Lee Anne Venable	X		
Carlos Wilson			ABSENT
Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

1. **Item F1: PMU Amendment Request** – Gulf Coast Housing Partnership, applicant, Beverly Land, LLC., owner, Ming Ming Lin, representative, Martin Tovrea, architect, and Tom Champion, representative, requests approval for an amendment to a Planned Mixed-Use Development as known as the “Village at the Beverly,” which is located on Old Airport Road in Forrest County, Ward 5. (PPIN 29647, Ward 5, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case. Ming Ming Lin spoke on behalf of his case answering questions from the commissioners.

Presented by:

- Ming Ming Lin

Proponents:

- None

Opponents:

- None

Motion:

Made by Commissioner Venable to approve the amendment to the PMU-PD

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson			ABSENT
Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

2. **Item B and Item C-** Ta'Dren Kennedy, owner, Charles Bolton, representative, and Shea McNease, engineer, approval for rezoning from B-2 (Neighborhood Business) to R-1B (Single-Family Residential) for a property located at 800 W. 7th Street (PPIN 23500, Ward 2, Forrest County). Ta'Dren Kennedy, applicant, Charles Bolton, representative, and Shea McNease, engineer requests approval to alter the platted subdivision known as "Rawl's Addition to the City of Hattiesburg" at 800 W 7th Street to subdivide the property into 7 single-family residential lots (PPIN 23500, Ward 2, Forrest County).

Motion:

Made by Commissioner Ray to remove item B and item C from the table.

Second:

Made by Commissioner Pickett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson			ABSENT
Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

1. **Item B1: Zoning Change Request** – Ta'Dren Kennedy, owner, Charles Bolton, representative, and Shea McNease, engineer, approval for rezoning from B-2 (Neighborhood Business) to R-1B (Single-Family Residential) for a property located at 800 W. 7th Street (PPIN 23500, Ward 2, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case. Shea McNease spoke on behalf of his case answering questions from the commissioners.

Presented by:

- Shea McNease

Proponents:

- None

Opponents:

- None

Motion:

Made by Commissioner Conville to approve Item B.

Second:

Made by Commissioner Pickett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson			ABSENT
Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

1. **Item C1: Major Subdivision Request** – Ta’Dren Kennedy, applicant, Charles Bolton, representative, and Shea McNease, engineer requests approval to alter the platted subdivision known as “Rawl’s Addition to the City of Hattiesburg” at 800 W 7th Street to subdivide the property into 7 single-family residential lots (PPIN 23500, Ward 2, Forrest County).

Motion:

Made by Commissioner Pruitt to approve the request to alter the platted subdivision.

Second:

Made by Commissioner Dawe.

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson			ABSENT

Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

OTHER BUSINESS

- A. Old Business (Tabled from June 2024 Meeting) Land Development Code Text Amendment Request** - The City of Hattiesburg requests to amend the Land Development Code, Ord. No. 3209, and make changes to Sections 12. More specifically, the changes are concerning subdivision regulations and bond requirements for new subdivisions. This is an abbreviated summary of the topics addressed in the proposed amendment, and interested parties are encouraged to contact City Hall to review the proposed amendment in its entirety.

Motion:

Made by Commissioner Dawe to remove from the table

Second:

Made by Commissioner Pickett.

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable			ABSENT
Carlos Wilson			ABSENT
Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

Motion:

Made by Commissioner Conville to accept changes and approve.

Second:

Made by Commissioner Dawe.

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		

Lee Anne Venable			ABSENT
Carlos Wilson			ABSENT
Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

Adjournment:

The meeting was adjourned at 3:18 p.m.

Motion:

Made by Commissioner Pruitt

Second:

Made by Commissioner Pickett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable			ABSENT
Carlos Wilson			ABSENT
Michael Dickerson	X		
Charles Dawe	X		
Michael Pruitt	X		

Rebekah Ray, Secretary

Cory Long, AICP, Planning Division Manager



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Wiley Quinn, Urban Development Director

cc:

Date: Tuesday, November 5, 2024

Re: Take from the table: Approve the Board of Adjustment's recommendation to approve the request for a variance from the minimum lot size of 43,560 sq ft (1 acre) for an A-2 zoned property to instead allow for a minimum lot size of 16,200 sq ft on a property located at 532 Cox Street. The request is conditional upon the approval of a rezoning request to A-2 (PPIN 12368, Ward 5, Forrest County).
File Number: 2024-399
Minute Book #MB 2023-137-138 / Tabled

Summary

Recommendation Statement

Please place this on the November 5, 2024 City Council meeting for consideration.



**Board of Adjustment
Case Fact Sheet**

Name of Petitioners: Ola M. Jordan, Applicant

Address of Property:
532 Cox Street

Tax Parcel
2-042E-26-024.00

PPIN:
12368

Ward:
5

Request:

Structure Variance - Maximum Height Requirement

Purpose of Request:

Ola M. Jordan, applicant, requests a variance from the minimum lot size of 43,560 sq ft for an A-2 zoned property to instead allow for a minimum lot size of 16,200 sq ft on a property located at 532 Cox Street (PPIN 12368, Ward 5, Forrest County).

History / Background:

The applicant met with staff regarding the potential of relocating a mobile home to her lot. The mobile home was purchased following the applicant's home burning down earlier this year. Staff advised that her lot was zoned as R-1C (Single Family Residential) and that zoning does not allow for mobile homes to be placed in that zoning. Staff advised that the property would need to be rezoned to an agricultural zoning and the applicant is pursuing a zoning change to A-2 (Agricultural Residential), which allows for the placement of mobile homes. Staff also advised that a variance would be required since her lot was smaller than the required minimum lot size of 43,560 sq ft in an A-2 zone. The applicant is also pursuing a variance for the minimum lot size for A-2 zoning, requesting a variance to allow the minimum lot size to be the size of her lot at 16,200 sq ft.

Applicant Summary:

See Attached

Applicable Regulations:

SECTION 6

Table 6.1 Dimensional Standards and Measurements

Table 6.1 Dimensional Standards										
District	Minimum Lot Size in SF/ Width at Setback	Max. Dwelling Units	Max. Floor Area Ratio	Setbacks in feet				Max. Height*	Max. Impervious Surface Lot Coverage	Buffer in Feet
				Min. Front	Max. Front	Min. Side	Min. Rear			
A-1	130,680 / 100	1 per lot	-	25	-	15	25	35 feet or 3 stories	35%	-
A-2	43,560 / 100	1 per lot	-	25	-	15	25	35 feet or 3 stories	50%	-

Present Zoning: R-1C, Single-Family Residential

Present Use: Residential Lot

Future Land Use: Neighborhood Conservation District 2

Surrounding Zoning and Land Use:
 North: R-1C, Single-Family Residential
 South: R-1C, Single-Family Residential
 East: R-1C, Single-Family Residential
 West: R-1C, Single-Family Residential

Letters or Concerns stated: Staff have not received any letters or concerns regarding this project as of completing this report.

Options: Recommend **approval or denial** of the variance from the minimum lot size of 43,560 sq ft for a A2 zoned property to instead allow for a minimum lot size of 16,200 sq ft on a property located at 532 Cox Street (PPIN 12368, Ward 5, Forrest County).

Basis for Approval (12.4.1.1):

Approval Criteria. A variance is not a right, but a privilege that property owners meeting the following criteria may request. These criteria are to be used to consider all variance requests. It shall be the burden of the applicant to prove that the request meets these criteria:

I. Hardship.

- The hardship is unique to the property and is not or will not be caused by the actions or inactions of the applicant.
- There are exceptional conditions creating an undue hardship applicable only to the property involved or the intended use which do not apply generally to the other land areas or uses within the same zoning district.

II. Special Privilege. A variance shall not confer any special privilege that is denied to other lands or structures in the same zoning district.

III. Literal Interpretation. The literal interpretation of the provisions of the regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant.

IV. Reasonable Use. The applicant cannot make reasonable use of the property without the requested variance.

V. Minimum Required. The granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure.

VI. Conformance with the Purposes of this Code. The granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code.

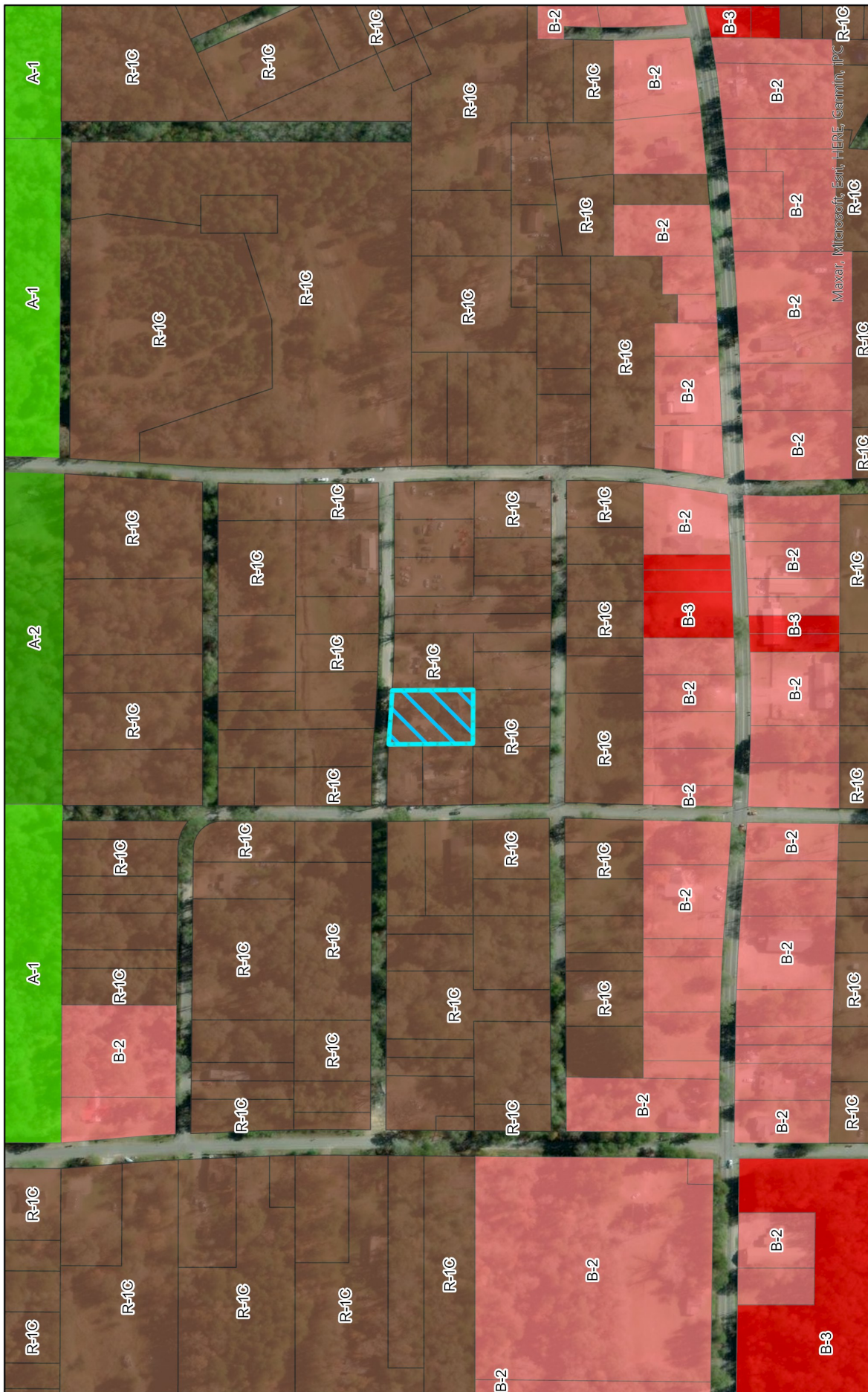
SUBJECT PARCEL

532 Cox Street — Request for reduced lot size for an A-2 Zoned Parcel

Ola M. Jordan, Applicant

Ola M. Jordan, applicant, requests a variance from the minimum lot size of 43,560 sq ft (1 acre) for an A-2 zoned property to instead allow for a minimum lot size of 16,200 sq ft on a property located at 532 Cox Street. The request is contingent upon approval of a rezone request to A-2 (PPIN 12368, Ward 5, Forrest County).





Zoning Map

-  A-1
-  A-2
-  R-1C
-  B-2
-  B-3

Rezoning Request from R-1C to A-2
Variance for reduced lot size dimensions
for A-2 Zoned parcel
532 Cox Street
PPIN: 12368

Flood Zone: X, Ward 5, Forrest County

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: 8/14/2024 4:26 PM



**URBAN
DEVELOPMENT**
PLANNING DIVISION
Center: 89°16'22"W 31°16'44"N



Future Land Use Map

-  Community Business A
-  Neighborhood Conservation District 2

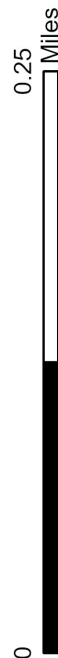
Rezone Request from R-1C to A-2
Variance for reduced lot size dimensions
for A-2 Zoned parcel
532 Cox Street
PPIN: 12368

Flood Zone: X, Ward 5, Forrest County



**URBAN
DEVELOPMENT**
PLANNING DIVISION

DISCLAIMER: This map is ONLY FOR REFERENCE. There is NO WARRANTY of the accuracy of data.
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Map Exported on: 8/14/2024 4:37 PM



Center: 89°16'21"W 31°16'44"N

Site Aerial



Surrounding Area





URBAN DEVELOPMENT PLANNING DIVISION

Public Hearing Application

P.O. BOX 1898 (200 Forrest Street/39401)

Hattiesburg, MS 39403-1898

Department of Urban Development

(601) 545-4599 or FAX (601) 545-1962

APPLICANT:

Applicant Name: Ola M. Jordan

Project Name: _____

Proposed Use(s): Home

Project Street Address: 532 Cox St. Hattiesburg MS, 39401

PPIN Number(s) (if unknown, can be found on tax receipt): _____

PLEASE BE SURE TO FILL OUT PP. 1-5 AND SEE FEES ON P. 6

Application for (check all appropriate types):

- | | |
|---|---|
| ☒ Variance (see below) | ☐ Conditional Use (see below) |
| ☐ Subdividing of Lot, Parcel, or Tract (see p. 12) | ☒ Re-Zoning (see below) |
| ☐ Street or Alley Renaming (see pp. 13-14) | ☐ Overlay District |
| ☐ Vacating Street or Alley (see pp. 13-14) | ☐ Planned Mixed-Use District |

For Variance Only (check all appropriate variance types), see pp. 7 & 8:

- | | | |
|---|---|---|
| ☐ Sign | ☐ Setback (front, side, or rear _____) | ☐ Off-Site Parking |
| ☐ Lot Width | ☐ Lot Coverage Area | ☐ Buffer |
| ☐ Other: <u>Lot Size: Reduce to 16,200ft²</u> | ☐ Open Space | |

For Conditional Use Permit Only (check applicable type), see pp. 9 & 10:

- | | |
|---|---|
| ☐ Automotive Filling Station | ☐ Telecommunications |
| ☐ Digital Billboard, New | ☐ Digital Billboard, Replacement |
| ☐ Restaurant | ☐ Solar Farm |
| ☐ Other: _____ | |

For Re-Zoning Only, see p. 11:

Existing Zoning: R-1C

Proposed Zoning: A-2

STAFF USE ONLY – Do Not Complete:

Pre-Application Date: _____ Planner: _____

Parcel Number(s): _____ Historic District(s): _____

Flood Zone(s): _____ Zoning District(s): _____

Project No.: _____

Code Sections:

LDC Section No. _____

Section No. _____

Section No. _____

Section No. _____

Section No. _____

RECIVED DATE & INITIALS:

PROJECT REPRESENTATIVE INFORMATION:

Primary:

Name:	Ola mae Jordan		
☒ Applicant	☒ Property Owner	☐ Representative	☐ Agent
☐ Contractor	☐ Architect	☐ Engineer	
☐ Other (please specify):			
Phone:	769 3079412	Fax:	
Email:	532 coz st a gmail.com		
Mailing Address:	532 Coz Street		
	Hattiesburg Mississippi 39401		

Secondary:

Name:			
☐ Applicant	☐ Property Owner	☐ Representative	☐ Agent
☐ Contractor	☐ Architect	☐ Engineer	
☐ Other (please specify):			
Phone:		Fax:	
Email:			
Mailing Address:			

Other(s):

Name:			
☐ Applicant	☐ Property Owner	☐ Representative	☐ Agent
☐ Contractor	☐ Architect	☐ Engineer	
☐ Other (please specify):			
Phone:		Fax:	
Email:			
Mailing Address:			

Name:			
☐ Applicant	☐ Property Owner	☐ Representative	☐ Agent
☐ Contractor	☐ Architect	☐ Engineer	
☐ Other (please specify):			
Phone:		Fax:	
Email:			
Mailing Address:			

OWNER AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE OWNER(S) OF
THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the OWNER(s) of the subject property located at

532 Cox Street Natchezburg Miss.
Street Address City State

on this the 15th day of July, 2024

In the matter of this request, the property owner further authorizes the following named person(s)
to represent them at the public hearing on this petition.

on this the _____ day of _____, 20____.

Ola Jordan

Property Owner (print)

Ola Jordan

Property Owner (signature)

STATE OF MS.

COUNTY OF FORREST

Personally came and appeared before me, the within named

OLA JORDAN

who signed and delivered the above and foregoing instrument as and for their free act and deed on
the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the
subject property as described in this Public Hearing Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 15th day of

July, 2024

James E. Hughes
NOTARY PUBLIC

My Commission Expires:

July 23rd 2024

APPLICANT AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE **APPLICANT** OF THIS PETITION, **ONLY** IF DIFFERENT FROM THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the **APPLICANT(s)** of the subject property located at 532 Cox St Hattiesburg Miss,
Street Address City State
on this the 15th day of July, 2024

Ola Jordan

Applicant (print)

Ola Jordan

Applicant (signature)

STATE OF MS.

COUNTY OF FORREST

Personally came and appeared before me, the within named

OLA JORDAN,
who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Public Hearing Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 15th day of JULY, 2024.

[Signature]
NOTARY PUBLIC

My Commission Expires:

July 23rd, 2024



PLANNING COMMISSION & BOARD OF ADJUSTMENT – PETITIONER

REQUIRED SUBMITTAL INFORMATION

Deadline for applicant to file petition: July 22nd 5:00pm (End of business day)
Hattiesburg Planning Commission Meeting Date: September 4th Time: 1:00pm
Hattiesburg Board of Adjustment Meeting Date: " " Time: 3:30pm

There is a 10-day appeal period, required by State Law, between the Planning Commission Meeting and/or Board of Adjustment Meeting and the City Council Meeting – appeals must be filed within this 10-day period.

City Council Agenda Review Date – (you or your representative should attend): _____ Time: 4:00pm

City Council Meeting (Vote) Date – (you or your representative may attend): _____ Time: 5:00pm

There is an additional 10-day appeal period, required by State Law, after City Council Meeting, for all Variances and Conditional Use Permit which ends _____ and a 30-day wait period for Zoning or Street closing/re-naming, PMUs, PRDs, PUDs which ends _____. So, if approved by the City, no final site plan review approvals or building permits could be issued prior to these dates.

****Dates and times are subject to change****

If an appeal is filed or the petition is tabled for any reason at any stage, the above listed dates would need to be revised.

The following paperwork MUST be attached to this application:

____ Site Diagram (11" x 17" preferred size): Drawing to scale prepared by professional engineer/surveyor showing lot dimensions, existing/proposed building, signs, parking areas, etc. (Different standard may be accepted only per approval from staff)

____ Site & Design Review Committee, if needed.

X Copy of entire Warranty Deed (filed and recorded at courthouse) with legal description granting title to current owner. (If the Warranty Deed covers a larger piece of property than the current project, a legal description for this project site only may also be required)

X Electronic/Digital copy of legal description REQUIRED for all public notices, saved as Word or text document OR emailed to planning@hattiesburgms.com

X An affidavit (pages 3 & 4) attesting that the applicant or representing party (if other than the owner) is acting on behalf of the owner(s) of record. The affidavit must be sworn to before a notary public or other appropriate official. (Included in owners signature page, or may be a separate document)

X Variance application only: A letter of approval/denial from all adjoining property owners must be obtained and submitted with application.

____ Other documents needed (per Planning Division):

____ Maps of digital billboard removal sites ____ Maps of digital billboard replacement sites

____ Documentation on measurements ____ Other: _____

X Payment to the City of Hattiesburg for filing application in the amount of \$ 575.

**You may be responsible for posting a sign (prepared by Planning Division staff)
a minimum of fifteen (15) days prior to the hearing date.**

You will be responsible for maintaining the sign for the duration of the public hearing process.

Required Fees

All fees adopted by Ordinance No. 2977, adopted January 22, 2008, as amended. This is an excerpt from that ordinance:

Public Hearing Fees:

Variance (includes Concept Site Plan Review) -----	\$175.00 per application and one Variance request; plus \$50.00 for each additional variance request within same application
Street/Alley Naming or Re-Naming-----	\$300.00 per application, plus \$100.00 per required street name sign if approved* (*Fees for replacement street signs shall be paid after City Council approval, but prior to effective date.)
Street/Alley Closing -----	\$300.00 per application
(Conditional) Use Permit -----	\$200.00 per application
Zoning Change -----	\$400.00 per application*
(*see PUD or PRD & zoning package rate)	
Planned Unit Development (PUD) or Planned Residential Development (PRD), & (Planned Mixed- Use District PMU) -----	\$400.00 per application (*see PUD or PRD zoning package rate) or (**see PUD or PRD & Subdivision of Land package rate)
Planned Unit Development (PUD) or Planned Residential Development (PRD) with zoning change package -----	\$600.00 per package application
Subdivision of Land (Preliminary Plats) -----	\$225.00 per application, plus \$10.00 for each created lot (** see PUD or PRD & Subdivision of Land package rate) Note: Final Plats should be submitted to the governing body for approval within 12 months of approval of preliminary plats.
Planned Unit Development (PUD) or Planned Residential Development with Subdivision of Land Package** -----	\$500.00 per application, plus \$10.00 for each created lot (**see PUD or PRD & Subdivision of Land package rate)
Change in Land Development Code Text -----	\$200.00 per application
Appeal Fees for Proponent or Opponent appeals to City Council -----	\$50.00 per appeal
Exempt from fees – Established Neighborhood Associations	
Cancellation/Re-notification fee on any public hearing process (Planning Commission or City Council) that is tabled or cancelled at the owner/developer's Request -----	\$50.00 (per each 100 mailing labels)

OTHER PROCESSES MAY HAVE ADDITIONAL FEES

Make all checks payable to the City of Hattiesburg



FOR VARIANCE APPLICANTS:

The Board of Adjustment has the responsibility to hear and make recommendation on requests for variances to the requirements of this Code (per Section 11.4). Section 12.4.1 Variances are departures from the standards of the Land Development Code, except land use, which will not be contrary to the public interest and where, owing to conditions peculiar to the property and not as a result of the action of the applicant, a literal enforcement of this Code would result in unnecessary and undue hardship.

The following conditions must be met before a variance can be recommended.

Approval Criteria.

A variance is not a right, but a privilege that property owners meeting the following criteria may request. These criteria are to be used to consider all variance requests. It shall be the burden of the applicant to prove that the request meets these criteria. Use this worksheet or format your own to demonstrate the following criteria.

1. **Hardship.** (a) the hardship is unique to the property and is not or will not be caused by the actions or inactions of the applicant. (b) There are exceptional conditions creating an undue hardship applicable only to the property involved or the intended use which do not apply generally to the other land areas or uses within the same zoning district.

My house burnt down in March. I own this property and have been living here over thirty years.

2. **Special Privilege.** A variance shall not confer any special privilege that is denied to other lands or structures in the same zoning district.

I would like to put trailers on the property. This is what I could afford after my house burnt. There are other trailers around my land.

3. **Literal Interpretation.** The literal interpretation of the provision of the regulation would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant.

4. **Reasonable Use.** The applicant cannot make reasonable use of the property without the requested variance.

Reasonable use of the property to get a trailer on my land. I own a half an acre of land!

5. **Minimum Required.** The granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure.

6. **Conformance with Purpose of this Code.** The granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code.

I do not believe my living arrangement will interfere with the area. I'm asking to resize area to smaller amount of space.

12.4.1.2 Conditions of Approval. In recommending the granting of a variance, the Board of Adjustment may require appropriate conditions and safeguards in conformity with this Code. Violation of such conditions and safeguards, when made a part of the terms under which a variance is granted, shall be deemed a violation of the Code. The recommendation of the Board Adjustment shall be presented to the City Council for final action.

FOR CONDITIONAL USE APPLICANTS:

Section 12.3.3.1 Compliance Required. Uses requiring Planning Commission approval as noted in the Tables of Uses in Section 5 of this Code, shall be approved subject to this Section. Any application for such use must comply with: all applicable standards that apply to similar uses and properties in the zoning district in general, the specific conditions listed for that use in Section 5, and the following criteria. Where conflicts exist, the Planning Commission shall determine which criteria apply on a case-by-case basis.

1. Does this application meet the conditions set forth in Section 5 of the LDC for the requested use? If yes, please explain:

2. Describe the effects the proposed use of utilities and facilities will have on the community.

3. Describe how the size of the site is appropriate for the proposed use.

4. Will there be any additional pedestrian or vehicular traffic generated by the proposed use? If yes, please explain:

5. Will there be any elevation in the noise level resulting from this proposed use? If yes, please explain:

6. What is the expected number of customers/employees per day?

7. Is proposed use compatible with surrounding uses and design? If yes, please explain:

8. Parking requirements:

Commercial/Industrial: Paved parking will be provided for _____ vehicles, and _____ ADA vehicles; with _____ loading spaces.

For more information, please reference the Land Development Code Section 12.3.3.2.



FOR RE-ZONING APPLICANTS:

As stated in Section 12.3 in the Land Development Code, one of the following conditions must be met before a rezoning can be recommended. Check the condition(s) most applicable to your request and explain in writing.

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

Detailed explanation of condition(s) most applicable to your request:

My house burn and I didn't have
the money to rebuild so I got a mobile
home to replace my house. I need some
more to live

Subdividing of Lot, Parcel or Tract Information

1. Property data:

Parent Parcel / Existing lot/parcel/tract contains _____ Square Footage/Acres

Lot Area Requirement: _____

Lot Frontage Requirement: _____

Existing use of lot/parcel/tract _____

To be subdivided into _____ lots/parcels (including parent parcel) – outlined below.

Use extra copies of this form if needed for additional lots.

Newly subdivided Parcels	New lot size in square footage (sf) or acres (A)	New lot has public road frontage (yes / no)	New lot has private road frontage (yes / no)	Indicate name of public or private road(s)	Staff - Lot area & frontage requirements comply?	
					Yes	No
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Be sure to include information on the remainder of "existing" lot after splits made – identified as "Parent Parcel"						
Parent Parcel						
		Total square footage of new lots (verify total matches existing parcel prior to splits)				

2. Infrastructure required:

Water/Sewer _____ Gas _____ Electric _____ Telephone _____ Cable _____ Streets _____

Street/Alley Renaming, Closing, or Vacating Information

1. Please indicate specific request(s): ☐ Street ☐ Alley
 ☐ Closing ☐ Vacating ☐ Naming ☐ Re-Naming
2. Current name of street/alley to be named/re-named, vacated, or closed:

3. Proposed name of street/alley to be named or re-named (If applicable):

4. Describe the portion of the street/alley to be renamed, closed, or vacated (use all bounding or intersecting streets/alleys, from and to):

5. Tax Block(s) and Lot(s) involved in closing request

6. Describe existing land use of properties and number of residents affected by renaming the street/alley within 400 feet.

Type of Land Use of adjacent development	Number of properties adjacent to the existing street	Number of property owners adjacent to the existing street	Number of residents affected by the change of address	
Businesses				
Residences				
Apartments				
Churches/Schools				
Other				

Any additional Information: _____

5. Describe the effect the proposed change will have on existing development and the transportation system within the affected area.

6. Have applications for zoning, variance, building permit, or other applications been filed?

_____ Yes _____ No

If yes, provide reference numbers and dates: _____

7. Acknowledgment of property owners affected by the street/alley renaming. Include all names and addresses.

8. Obtain from the City's Engineering Department the legal description of the street/alley or portion thereof to be closed, vacated, named or re-named (need electronic copy)

Attach Acknowledgement of Affected residents/business

As Additional Page(s)

Doc. Book 15843 - 744

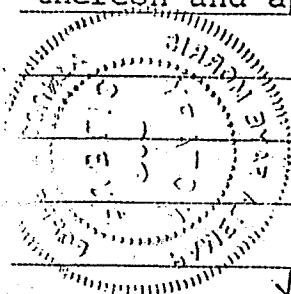
THE STATE OF MISSISSIPPI

County of Forrest

IN CONSIDERATION OF the sum of ten dollars (10.00), cash in hand paid
and other good and valuable considerations, the receipt of which
is hereby acknowledged, I Dorothy Hines (single), do hereby,

sell, Convey and warrant to Ola Jordan (single)

the land described as Lots Twelve (12), Thirteen (13) and Fourteen (14) in
Block Three (3) of the Washington Heights, being a subdivision
of the South Half of the Northeast Quarter of the Southwest
Quarter (S½ of NE¼ of SW¼) of Section 26, Township 4 North,
Range 13 West, as per plat on file in the Office of the Chancery
Clerk of Forrest County, Mississippi, together with all improvements
thereon and appurtenances thereunto belonging.



9000
STATE OF MISSISSIPPI
FORREST COUNTY
CERTIFY THIS INSTRUMENT
WAS FILED AND RECORDED

90 OCT 11 PM 12:50

B&P

SI

REC. OF. AND PAGE OR U.C.
FILE NO. AS SHOWN
WITNESS MY HAND AND SEAL

Jaime C. Howard
CHANCERY CLERK

3.00

ADDRESS OF GRANTOR:

532 Cox Street

Hattiesburg, MS 39401

Home Phone (601) 583-3798

NO Work Phone

ADDRESS OF GRANTEE:

532 Cox Street

Hattiesburg, MS 39401

Home Phone (601) 583-3798

Work Phone (601) 268-8816

THE STATE OF MISSISSIPPI, COUNTY OF _____

Personally appeared before me, _____ of the County of _____

_____ in said State, the within named _____ and _____ wife of said _____

_____ who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal at _____, Mississippi, this the _____ day of _____ A. D., 19 _____

THE STATE OF MISSISSIPPI, COUNTY OF Forrest

Personally appeared Darrell Wallace

_____ one of the subscribing witnesses to the foregoing instrument, who, being first duly sworn, depose and saith that he saw the within named

Dorothy Hines (single)

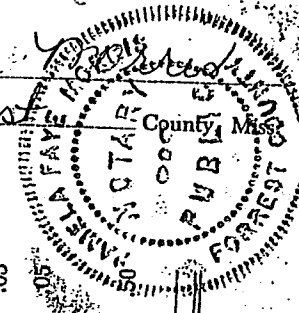
~~XXXXXX~~

whose name he subscribed thereto, sign and deliver the same to the said Ola Jordan

_____ ; that he, this affiant, subscribed his name as a witness hereto, in the presence of the said Dorothy Hines (Single)

Pamela J. Hays
Affiant.

SWORN TO and subscribed before me at the City of Hattiesburg, Mississippi, this the 11th day of October A. D., 19 90

Pamela J. Hays
Notary Public
Forrest County, Miss.


My Commission Expires 11-16-92

WARRANTY DEED

Filed for record _____ o'clock _____ M.,
on the _____ day of _____, 19 _____

_____, Clerk
THE STATE OF MISSISSIPPI,

_____, County.

I, _____ Clerk of the Chancery Court of said county, hereby certify that the within instrument of writing was filed

in my office for record at _____ M.,

on the _____ day of _____ A. D., 19 _____ and that the same was this day recorded in Deed Record

_____ on pages _____

Witness my hand and official seal, this _____ day of _____ A. D., 19 _____

_____, Clerk.

_____, D. C.

FEES

Filing _____ \$.05
Indexing _____
Recording _____ words _____
Certificate _____
Total _____

Printed and for sale by
HEDERMAN BROS., Jackson, Miss.
Form 512



URBAN DEVELOPMENT

PLANNING DIVISION



313 E 3rd Street -
Economy Supply Lay

PRE-APPLICATION MEETING SUMMARY

Thursday, July 11th, 2024

STAFF PRESENT:

Cory Long, Nathan Satcher, Jerald Little, Shawn Whitaker, Blake Michaels, Meridian McDaniel.

APPLICANT Present:

Name: Ola Jordan

Business: 532 Cox Street

PROJECT ADDRESS/LOCATION:

Address: 532 Cox Street

Zoning: R-1C

CASE TYPE:

Zoning Change for Mobile Home

SPECIAL DISTRICT:

☐ Flood Zone ☐ Historic District

☐ Form-Based District

PROJECT SUMMARY:

- Applicant Summary
 - Had a house fire in March and trying to get housing taken care of—Zoning is what is causing a problem. Mobile homes only allowed in agricultural zones. Already have purchased it and trying to find somewhere to be able to put it—either at this property or another property.
- Planning
 - HUD standards for mobile homes. Housing is built under international building codes.
 - Property is 0.39 acres
 - Variance for lot size (from requirement of 1 Acre) and zoning request to A2
 - Planning has been talking about an overlay to allow for mobile homes in Palmers Crossing area but no action has been taken as of today.
- Building
- Engineering
- Fire

NEXT STEPS:

- Additional information
 - Zoning Change and Variance Applications deadline is July 22nd by 5pm to be put on the agenda for the September 4th Planning Commission/Board of Adjustment. Bring applications to Planning Division Office (2nd floor of City Hall- 200 Forrest St.)
 - Zoning Change- Planning Commission @ 1:00
 - Variance Request- Board of Adjustment @3:30
 - Zoning Change/Variance Application fee waiver, if applied for, goes to the Director of Urban Development, Wiley Quinn.
 - Planning Commission and Board of Adjustments and recommendations will go to City Council, who will vote on the items on:

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

- September 16 at 4:00pm (Public Hearing portion)
- September 17 at 5:00pm (Official Vote)
- Permits
 - If Zoning Change and Variance Requests are approved, building permits would be required and would be the next step.

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.

Do you approve or Disapprove
of me putting a Mobile Home
on the property of 532 Cox St.
For Ola Jordan

Yes I Approve my name is
Johnny Lee Jones

526 Cox St Hattiesburg Miss
39401

for the property of 832 Chest.
I am putting a note there
to the office, as discussed.

Yes I approve my name is
Graham H. Jones

255 Cox St. Birmingham Ala.
35401

Do you approve or Disapprove
of me putting a mobile Home
on the property of 532 Cox St.
for Ola Jordan

William E Moore yes I Approve
251 northwashington St.

to have approval for the purchase
of the building & make home
for the property of 235 Oak St.
for the Johnson

235 Oak St. 11/10/12
to the Johnson 12/6

Do you approve or disapprove
of me putting a mobile home
on the property of 532 Cox
St. for Ola Jordan
Russell Coleman yes I agree
225 N WASHINGTON AVE

255 N. Washington Ave
Fourth Floor
St. for the
for the property of 2330
of the building or mobile home
to have approved or disapproved

**MINUTES OF THE
REGULAR MEETING OF THE
BOARD OF ADJUSTMENT
September 4th, 2024**

Board Members Roll Call:

Members Present:

1. Bernard Green, Vice Chair
2. Richard Conville
3. John Eye
4. Brandon E. Williams
5. Eric Boney
6. Herman Dungan

Members Absent:

1. Stacey Ready
2. James Trussell
3. James Hughes
4. Shawn Harris, Chair
5. Jessica Cathey

Staff Present:

1. Cory Long, Planning Manager
2. Nathan Satcher, Planner II
3. David Miller, Esq.
4. Wiley Quinn, Director of Urban Development
5. Meridian McDaniel, Planner I

Vice Chair Green declared the Board of Adjustment meeting open and in session at 3:30p.m.

AGENDA REVIEW

A motion was made to accept the agenda.

Motion:

Made by Brandon E.J. Williams to approve the agenda

Second:

Made by Richard Conville

Vote:

Board Member	Yea	Nay	Other
John Eye	X		
Richard Conville	X		
Bernard Green	X		
Shawn Harris			ABSENT
Brandon Williams	X		
Stacey Ready			ABSENT
Eric Boney	X		
Herman Dungan	X		
James Trussell			ABSENT
Bruce Betts			ABSENT
Jessica Cathy			ABSENT

MINUTES REVIEW

The minutes from July were discussed and no changes were made.

Motion:

Made by Brandon E.J. Williams.

Second:

Made by Herman Dungan.

Vote:

Board Member	Yea	Nay	Other
John Eye	X		
Richard Conville	X		
Bernard Green	X		
Shawn Harris			
Brandon Williams	X		
Stacey Ready			
Eric Boney	X		
Herman Dungan	X		
James Trussell			
Bruce Betts			
Jessica Cathy			

PLANNING REPORT

The Planning Division staff gave a report. Updated Board of Adjustment on Night Off Broadway event from August 30th and the tactical urbanism demonstrations, site inspections and common

issues that the planning division is finding, and the potential for training series for BOA and HPC.

CHAIR'S REPORT

No report from the vice chair.

INTRODUCTIONS

Board of Adjustment members and Staff introduced themselves.

Item A:

1. Kerri McAlpin Little, applicant, Charlie Holder, applicant, and Mary Bryant, representative, requests a variance from the maximum height of 72 ft for a structure in a B-5 zoned property to instead to allow for a 100 ft maximum structure (flag pole) for a property located at 6461 US 98 (PPIN 26161, Ward 3, Lamar County).

Discussion and Vote:

Staff introduced the case. Kerri McAlpin Little presented on behalf of the application.

Presented by:

1. Kerri McAlpin Little

Proponents:

1. None

Opponents:

1. None

Motion:

Herman Dungan motioned to deny variance (for not meeting any of the basis for approval).

Second:

Made by John Eye

Vote:

Board Member	Yea	Nay	Other
John Eye	X		
Richard Conville	X		
Bernard Green	X		
Shawn Harris			ABSENT
Brandon Williams	X		
Stacey Ready			ABSENT
Eric Boney	X		

Herman Dungan	X		
James Trussell			ABSENT
Bruce Betts			ABSENT
Jessica Cathy			ABSENT

Item B:

1. Ola M. Jordan, applicant, requests a variance from the minimum lot size of 43,560 sq ft (1 acre) for an A-2 zoned property to instead allow for a minimum lot size of 16,200 sq ft on a property located at 532 Cox Street. The request is contingent upon approval of a rezone request to A-2 (PPIN 12368, Ward 5, Forrest County).

Discussion and Vote:

Staff introduced the case. Rorminea Williams and Ola Jordan presented on behalf of the application.

Presented by:

1. Rorminea Williams
2. Ola Jordan

Proponents:

1. None

Opponents:

1. None

Motion:

Eric Boney motioned to approve the variance (Basis of hardship and special privilege).

Second:

Made by Brandon Williams.

Vote:

Board Member	Yea	Nay	Other
John Eye	X		
Richard Conville	X		
Bernard Green	X		
Shawn Harris			ABSENT
Brandon Williams	X		
Stacey Ready			ABSENT
Eric Boney	X		
Herman Dungan	X		
James Trussell			ABSENT
Bruce Betts			ABSENT
Jessica Cathy			ABSENT

OTHER BUSINESS

No other business came before the Board of Adjustment.

Adjournment:

The meeting was adjourned at 4:38 p.m.

Motion:

Made by Herman Dungan

Second:

Made by Richard Conville

Vote:

Board Member	Yea	Nay	Other
Shawn Harris			ABSENT
John Eye	X		
James Trussell			ABSENT
Brandon E. Williams	X		
Eric Boney	X		
Richard Conville	X		
Stacey Ready			ABSENT
Herman Dungan	X		
Jessica Cathey			ABSENT
Bernard Green	X		
James Hughes			ABSENT

Shawn Harris, Chair

Cory Long, AICP, Planning Division Manager



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Urban Development Director
cc: Charles Copeland, Division Manager
Date: Tuesday, November 5, 2024
Re: Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.
File Number: 2024-613
Minute Book #

Summary

Adopt Resolutions of Condemnation 11 05 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 November 5, 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: November 5, 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.	114 Brookwood Lane Hattiesburg, MS 39401	13364	1	DS, DB, GAR/RUB, OGL	Clean, Close, Secure, Partial Demo	\$10,962	\$1,500
2.	104 South 34 th Avenue Hattiesburg, MS 39401	22654	3	HT	Remove Tree	\$8,000	\$1,500
3.	210 South 34 th Avenue Hattiesburg, MS 39401	22645	3	HT	Remove Tree	\$8,000	\$1,500
4.	313 South 34 th Avenue Hattiesburg, MS 39401	22636	3	HT	Remove Tree	\$8,000	\$1,500
5.	114 Saint Joseph Street Hattiesburg, MS 39401	20916	4	DS, DB, GAR/RUB, OGL, AV	Cut, Clean, Demo	\$8,232	\$1,500
6.	434 Buschman Street Hattiesburg, MS 39401	21911	2	DS, GAR/RUB, OS	Clean, Close, Secure	\$7,700	\$1,500

7.	523 Louise Street Hattiesburg, MS 39401	19604	2	DS, DB, ES, PT, GAR/RUB, OGL	Cut, Clean, Secure, Demo	\$10,619	\$1,500
8.	612 Dearborne Street Hattiesburg, MS 39401	14678	4	DS, DB, GAR/RUB, OGL, HT	Cut, Clean, Demo, Remove Tree	\$11,760	\$1,500
9.	901 River Avenue Hattiesburg, MS 39401	14791	2	DS, GAR/RUB, OGL	Clean, Close, Secure	\$7,000	\$1,500
10.	907 River Avenue Hattiesburg, MS 39401	14793	2	DS, GAR/RUB, OGL	Clean, Close, Secure	\$7,000	\$1,500
11.	6 Alder Lane Hattiesburg, MS 39401	12159	5	GAR/RUB	Clean	\$7,000	\$1,500
12.	224 Fredna Avenue Hattiesburg, MS 39401	13929	5	AB, DB, OGL	Clean, Close, Secure, Demo	\$6,713	\$1,500
13.	4881 US Highway 49 S Hattiesburg, MS 39401	27634	5	AB, DB, OS, GAR/RUB, OGL	Cut, Clean, Secure, Demo	\$15,000	\$1,500

Garbage & Rubbish=GAR/RUB

Dilapidated Building=DB

Dangerous Structure=DS

Imminent Danger=ID

Overtgrown 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
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 5th day of November, 2024, the following Resolution:

RESOLUTION

CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case #1 114 Brookwood Lane

WHEREAS, on the 8th day of October, 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 4th day of November, 2024, in the City Council Chambers on the second floor of City Hall 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:

114 Brookwood Lane, Hattiesburg, MS 39401, PPIN: 13364, Parcel: 2-028E-06-076.00, and better described as: Part of Lot One (1), Brookwood Subdivision, more particularly described as follows, to-wit: A part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 6, Township 4 North, Range 13 West, in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as commencing at the SW Corner of the said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, and run North along the West line of Section 6, for 185.69 feet, thence run S 89 degrees 28 minutes East for 240.5 feet, thence South for 51.4 feet, thence run East for 252.1 feet to and for the Point of Beginning, thence continue East for 36.4 feet, thence run N 00 degrees 22 minutes East for 86.86 feet, thence run N 89 degrees 28 minutes West for 34.6 feet, thence run Southerly for 87.2 feet to the Point of Beginning; together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is James Knight and Freedom Mortgage Corporation

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

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

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

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

Dangerous Structure (International Property Maintenance Code 108.1.5.5), 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, to wit;

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the Resolution adopted this the 5th day of November, 2024.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 5th day of November, 2024.

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
Council Clerk’s Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 5th day of November, 2024, the following Resolution:

RESOLUTION

CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case #2 104 South 34th Avenue

WHEREAS, on the 8th day of October, 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 4th day of November, 2024, in the City Council Chambers on the second floor of City Hall 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:

104 South 34th Avenue, Hattiesburg, MS 39401, PPIN: 22654, Parcel: 2-028M-07-003.00, and better described as: Lot Ten (10) in Block "I" of the Panama Park Second Addition to the city of Hattiesburg, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, in Plat Book 9, at Page 8, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is Gary S Gill

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:

Hazardous Tree (Code of Ordinance 324.8, Section 4.2)

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, to wit;

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the Resolution adopted this the 5th day of November, 2024.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 5th day of November, 2024.

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
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 5th day of November, 2024, the following Resolution:

RESOLUTION

CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case #3 210 South 34th Avenue

WHEREAS, on the 8th day of October, 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 4th day of November, 2024, in the City Council Chambers on the second floor of City Hall 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:

210 South 34th Avenue, Hattiesburg, MS 39401, PPIN: 22645, Parcel: 2-028M-07-012.00, and better described as: Lot One (1) of Block "I", Panama Park Second Addition, City of Hattiesburg, Forrest County, Mississippi, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is Philip and Elise Dickerson

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:

Hazardous Tree (Code of Ordinance 324.8, Section 4.2)

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, to wit;

YEAS: **NAYS:** **ABSENT:**

The President thereby declared the motion carried and the Resolution adopted this the 5th day of November, 2024.

(S E A L)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **COUNCIL PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 5th day of November, 2024.

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
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 5th day of November, 2024, the following Resolution:

RESOLUTION

CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case #4 313 South 34th Avenue

WHEREAS, on the 8th day of October, 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 4th day of November, 2024, in the City Council Chambers on the second floor of City Hall 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:

313 South 34th Avenue, Hattiesburg, MS 39401, PPIN: 22636, Parcel: 2-028M-07-155.00, and better described as: Lot Four (4) in Block G of the Panama Park Addition to the City of Hattiesburg, Forrest County, Mississippi, according to the official plat of said subdivision on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is Sourabh & Carrie Mukherjee

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:

Hazardous Tree (Code of Ordinance 324.8, Section 4.2)

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, to wit;

YEAS: **NAYS:** **ABSENT:**

The President thereby declared the motion carried and the Resolution adopted this the 5th day of November, 2024.

(S E A L)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **COUNCIL PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 5th day of November, 2024.

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
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 5th day of November, 2024, the following Resolution:

RESOLUTION

CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case #5 114 Saint Joseph Street

WHEREAS, on the 8th day of October, 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 4th day of November, 2024, in the City Council Chambers on the second floor of City Hall 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:

114 Saint Joseph Street, Hattiesburg, MS 39401, PPIN: 20916, Parcel: 2-029K-09-339.00, and better described as:

Lots 8 and 9 in Block 5, of the Mosley & Dozier Survey of the City of Hattiesburg, Forrest County, Mississippi, a subdivision according to a Map or Plat thereof which is on file and of record in the Office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is Amos Jr & Aquilla Keys, Secretary of Housing and Urban Development, and Midfirst Bank

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

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

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

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

Dangerous Structure (International Property Maintenance Code 108.1.5.5), Dilapidated Building (International Property Maintenance Code 304.1), Accumulation of Garbage and Rubbish (International Property Maintenance Code 308.1), Abandoned Vehicle (International Property Maintenance Code 302.8), and Overgrown Lot or Weeds (International Property Maintenance 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, to wit;

ABSENT:

The President thereby declared the motion carried and the Resolution adopted this the 5th day of November, 2024.

(S E A L)

ADOPTED:

COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 5th day of November, 2024.

APPROVED:

MAYOR

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 5th day of November, 2024, the following Resolution:

RESOLUTION

CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case #6 434 Buschman Street

WHEREAS, on the 8th day of October, 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 4th day of November, 2024, in the City Council Chambers on the second floor of City Hall 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:

434 Buschman Street, Hattiesburg, MS 39401, PPIN: 21911, Parcel: 2-029I-10-153.00, and better described as:

Lot Seven (7) and the Southwest Half (SW½) of Lot Eight (8), Block Two (2) of the D. H. McInnis Second Survey or Addition to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements therein and appurtenances thereunto belonging.

WHEREAS, the owner of the property is Stella Louise Parmely

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

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

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

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

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

YEAS: **NAYS:** **ABSENT:**

The President thereby declared the motion carried and the Resolution adopted this the 5th day of November, 2024.

(S E A L)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL

COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 5th day of November, 2024.

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
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 5th day of November, 2024, the following Resolution:

RESOLUTION

CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case #7 523 Louise Street

WHEREAS, on the 8th day of October, 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 4th day of November, 2024, in the City Council Chambers on the second floor of City Hall 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:

523 Louise Street, Hattiesburg, MS, 39401, PPIN: 19604, Parcel: 2-029K-09-197.00, and better described as: Lot 18, Block One (1) of the John Kamper Subdivision of Blocks "D" and "E" of the John Kamper Addition to the City of Hattiesburg as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is S Lavon Evans Jr Realty, LLC, Kale Farms, and Woodmark Investments, 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 uncleanness as to be a menace to the health and safety of the community and should be condemned.

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

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

Dangerous Structure (International Property Maintenance Code 108.1.5.5), Dilapidated Building (International Property Maintenance Code 304.1), Exterior Structure (International Property Maintenance Code 304.1.1), Protective Treatment (International Property Maintenance Code 304.2), Accumulation of Garbage and Rubbish (International Property Maintenance Code 308.1), and Overgrown Lot or Weeds (International Property Maintenance 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, to wit;

YEAS: **NAYS:** **ABSENT:**

The President thereby declared the motion carried and the Resolution adopted this the 5th day of November, 2024.

(S E A L)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL

COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 5th day of November, 2024.

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
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 5th day of November, 2024, the following Resolution:

RESOLUTION

CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case #8 612 Dearborne Street

WHEREAS, on the 8th day of October, 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 4th day of November, 2024, in the City Council Chambers on the second floor of City Hall 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:

612 Dearborne Street, Hattiesburg, MS 39401, PPIN: 14678, Parcel: 2-029L-09-246.00, and better described as: Lot 12, Block 1, Davis and Ferguson Subdivision or Addition in 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 Eddie Wayne McCoy

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

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

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

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

Dangerous Structure (International Property Maintenance Code 108.1.5.5), Dilapidated Building (International Property Maintenance Code 304.1), Accumulation of Garbage and Rubbish (International Property Maintenance Code 308.1), Hazardous Tree (Code of Ordinance 324.8, Section 4.2), and Overgrown Lot or Weeds (International Property Maintenance 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, to wit;

YEAS: **NAYS:** **ABSENT:**

The President thereby declared the motion carried and the Resolution adopted this the 5th day of November, 2024.

(S E A L)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **COUNCIL PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 5th day of November, 2024.

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
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 5th day of November, 2024, the following Resolution:

RESOLUTION

CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case #9 901 River Avenue

WHEREAS, on the 8th day of October, 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 4th day of November, 2024, in the City Council Chambers on the second floor of City Hall 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:

901 River Avenue, Hattiesburg, MS 39401, PPIN: 14791, Parcel: 2-029P-10-014.00, and better described as: The North Half of Block 1 of the A.C. Draughan Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi, as per plat of said survey now on file in the office of the Chancery Clerk of said County and State, LESS AND EXCEPT a parcel of land in the Northwest corner of said lot described as beginning at the Northwest corner of said lot, running South 12 feet; thence East 12 feet; thence North 12 feet to South boundary line of River Avenue, and then run along said boundary line of said River Avenue to the point of beginning, said land being situated in the Northwest Quarter of the Southeast Quarter of Section 10, Township 4 North, Range 13 West, of St. Stephens Meridian in Mississippi.

WHEREAS, the owner of the property is The John L. Company, LLC ATTN: T. Owen Beasley

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

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

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

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

Dangerous Structure (International Property Maintenance Code 108.1.5.5), Accumulation of Garbage and Rubbish (International Property Maintenance Code 308.1), and Overgrown Lot or Weeds (International Property Maintenance 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, to wit;

YEAS: **NAYS:** **ABSENT:**

The President thereby declared the motion carried and the Resolution adopted this the 5th day of November, 2024.

(S E A L)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **COUNCIL PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 5th day of November, 2024.

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
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 5th day of November, 2024, the following Resolution:

RESOLUTION

CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case #10 907 River Avenue

WHEREAS, on the 8th day of October, 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 4th day of November, 2024, in the City Council Chambers on the second floor of City Hall 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:

907 River Avenue, Hattiesburg, MS 39401, PPIN: 14793, Parcel: 2-029P-10-013.00, and better described as: Begin at the Northwest Corner of Block 2 of the A.C. Draughn Survey to the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, and run East 156.5 feet, thence run South 140 feet, thence run West 156.5 feet, thence run North 140 feet to the point of beginning. LESS AND EXCEPT: Commence at the Northwest corner of Block 2 of the A.C. Draughn Addition or Subdivision in Hattiesburg, Forrest County, Mississippi, and run East along the South margin of East Hardy Street 152.30 feet to the point of beginning, thence run South 0 degrees 23 minutes East for 140 feet, thence run East 2.25 feet, thence run North 0 degrees 25 minutes East 140 feet back to the South margin line of East Hardy Street, thence run West along the South margin line for 4.2 feet back to the point of Beginning.

AND ALSO:

Begin at the Northwest corner of Block 2 of the A.C. Draughn Survey to the City of Hattiesburg, Forrest County, Mississippi and run South 140 feet to the point of beginning, thence continue South 135 feet, thence run East 78.25 feet, thence run North 135 feet, thence run West 78.25 feet to the point of beginning.

WHEREAS, the owner of the property is T. Owen Beasley

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,

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

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

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 5th day of November, 2024, the following Resolution:

RESOLUTION

CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case #11 6 Alder Lane

WHEREAS, on the 8th day of October, 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 4th day of November, 2024, in the City Council Chambers on the second floor of City Hall 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:

6 Alder Lane, Hattiesburg, MS 39401, PPIN: 12159, Parcel: 2-038P-22-025.00, and better described as: Lot 18 of the Southern Acres Subdivision, being a subdivision of Forrest County, Mississippi, as per the rap or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is Rickey McDuffie

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:

Accumulation of Garbage and Rubbish (International Property Maintenance Code 308.1), and Overgrown Lot or Weeds (International Property Maintenance 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, to wit;

YEAS: **NAYS:** **ABSENT:**

The President thereby declared the motion carried and the Resolution adopted this the 5th day of November, 2024.

(S E A L)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **COUNCIL PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 5th day of November, 2024.

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
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 5th day of November, 2024, the following Resolution:

RESOLUTION

CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case #12 224 Fredna Avenue

WHEREAS, on the 8th day of October, 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 4th day of November, 2024, in the City Council Chambers on the second floor of City Hall 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:

224 Fredna Avenue, Hattiesburg, MS 39401, PPIN: 13929, Parcel: 2-038B-15-338.00, and better described as: Lot 13, Block 14, J. H. Buschman Subdivision, Section 15, Township 4 North, Range 13 West, Forrest County, Mississippi, as per the official map or plat thereof on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is J. Alvin Investments, LLC, BOFA Merrill Lynch Asset Holdings, Inc, and Torsha C. Smith

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), and Overgrown Lot or Weeds (International Property Maintenance 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, to wit;

YEAS: **NAYS:** **ABSENT:**

The President thereby declared the motion carried and the Resolution adopted this the 5th day of November, 2024.

(S E A L)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **COUNCIL PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 5th day of November, 2024.

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
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 5th day of November, 2024, the following Resolution:

RESOLUTION

CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case #13 4881 US Highway 49 South

WHEREAS, on the 8th day of October, 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 4th day of November, 2024, in the City Council Chambers on the second floor of City Hall 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:

4881 US Highway 49 South, Hattiesburg, MS 39401, PPIN: 27634, Parcel: 2-049E-02-020.00, and better described as: A part of the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section 2, Township 3 North, Range 13 West, in the City of Hattiesburg, County of Forrest, State of Mississippi, and more particularly described as follows, to-wit: Begin at the Southwest corner of the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of said Section, Township and Range and run East for a distance of 509 feet, thence run North 22 degrees 05 minutes West for a distance of 221.6 feet, thence run North 47 degrees 14 minutes East for a distance of 158.1 feet, more or less, to the right-of-way line of U.S./Mississippi Highway No. 49, thence run Northwesterly along said right-of-way for a distance of 103.5 feet, thence run South 74 degrees 30 minutes West for a distance of 530 feet, more or less, to a point on the West line of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section, Township and Range that is 278 feet North of the Point of Beginning, thence run South 278 feet to the Point of Beginning.

LESS AND EXCEPT:

A part of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 2, Township 3 North, Range 13 West, Forrest County, Mississippi, and being more particularly described as commencing at the SW corner of the said NW $\frac{1}{4}$ of SW $\frac{1}{4}$, and thence run East along the South line of said Forty for 509 feet, thence run N 22° 51' W for 217.7 feet, thence run S 68° 23' W for 8.3 feet to and for the Point of Beginning, thence continue S 68° 23' W for 173.4 feet, thence run N 19° 06' W for 139.1 feet, thence run N 71° 47' E for 192.2 feet, thence run S 30° 25' E for 128.5 feet to the Point of Beginning, and comprising 0.6 acres, more or less.

WHEREAS, the owner of the property is Ebrahim Mohammed Aldiri, FIG 20, LLC FBO SEC PTY, GreenValley Investments, 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 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), Open Storage (Hattiesburg Land Development Code 5.4.42), Accumulation of Garbage and Rubbish (International Property Maintenance Code 308.1), and Overgrown Lot or Weeds (International Property Maintenance 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, to wit;

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the Resolution adopted this the 5th day of November, 2024.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 5th day of November, 2024.

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: November 5, 2024

RE: Adopt Condemn November 5, 2024

I recommend the following property be dismissed from the Council Hearing.

Case #	Address	PPIN	Parcel #	Reason:
4.	313 South 34th Ave	22636	2-028M-07-155.00	Owner compliance



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Urban Development Director
cc: Charles Copeland, Division Manager
Date: Tuesday, November 5, 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: 2024-607
Minute Book #

Summary

Adopt Resolutions of Adjudication 11 05 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 November 5, 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: November 5, 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
Lana Latasha A. Fortner	718 Greely Street	\$560.00	2	22082
Dedrick Earnest & Mary Ett Lee	814 Grace Avenue	\$408.00	2	17983
Joshua Lindsey	601 Short 6 th Alley	\$298.00	2	17306
Joshua Lindsey	603 Short 6 th Street	\$298.00	2	17311
Joshua Lindsey	605 Short 6 th Street	\$298.00	2	17312
Roderick & Deborah A. Woullard	Bernard Street	\$475.00	2	47158
Troy Cobb	102 Roy Street	\$168.00	2	13026
Hilltop VII LLC	6581 Highway 49	\$498.50	2	27498

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

Return to:
City of Hattiesburg
Council Clerk’s Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4551

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 5th day of November, 2024, the following Resolution:

RESOLUTION

ADOPT RESOLUTION 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 PROPERTY, 718 Greely Street

INDEXING INSTRUCTIONS: SECTION 14, TOWNSHIP 04N, RANGE 13W, LOT 21, BLOCK 5, MCINNIS, MITCHELL, & LONGRE ADDITION, HATTIESBURG, MS, PARCEL: 2-037D-14-143.00, PPIN: 22082

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 Enterprises and Terry's Backhoe & Tree Service 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
Lana Latasha A Fornter	718 Greely Street	2-037D-14-143.00	\$560.00
			Total: \$560.00

718 Greely Street, PARCEL: 2-037D-14-143.00, PPIN 22082; also described as Lot Twenty-One (21), Block Five (5) of the MCINNIS, MITCHELL, & LONGRE ADDITION, 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.

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

YEAS: **NAYS:** **ABSENT:**

The President thereby declared the motion carried and the Resolution adopted this the 5th day of November, 2024.

(S E A L)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **COUNCIL PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 5th day of November, 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
Council Clerk’s Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4551

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 5th day of November, 2024, the following Resolution:

RESOLUTION

ADOPT RESOLUTION 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 PROPERTY, 814 Grace Avenue

INDEXING INSTRUCTIONSSECTION: 5, TOWNSHIP: 04N, RANGE: 13W, LOT: SOUTH ½ 42 & NORTH ½ 54, BLOCK 5, HOMEWOOD HEIGHT 3RD ADDITION, HATTIESBURG, MS, PARCEL: 2-028B-05-108.00, PPIN: 17983

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 Enterprises 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
Earnest Lee & Mary Ett Dedrick	814 Grace Avenue	2-028B-05-108.00	\$408.00
			Total: \$408.00

814 Grace Avenue, PARCEL: 2-028B-05-108.00; PPIN 17983; also described as the South one-half of Lot 42 and the North one-half of Lot 54, Homewood Heights Third Addition Subdivision, Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file in the Office of the Chancery Clerk at the Courthouse in 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 above and foregoing Resolution, after having been first reduced to writing, was introduced by Council Member _____, seconded by Council Member _____, and was adopted by the following, to wit;

YEAS: **NAYS:** **ABSENT:**

The President thereby declared the motion carried and the Resolution adopted this the 5th day of November, 2024.

(S E A L)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **COUNCIL PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 5th day of November, 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
Council Clerk’s Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4551

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 5th day of November, 2024, the following Resolution:

RESOLUTION

ADOPT RESOLUTION 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 PROPERTY, 601 Short 6th Alley

INDEXING INSTRUCTIONS: SECTION: 3, TOWNSHIP: 04N, RANGE: 13W, LOT: 8, BLOCK: 32, G L HAWKINS OF HARDY & SCOTT SUBDIVISON, HATTIESBURG, MS, PARCEL: 2-029H-03-345.00, PPIN: 17306

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 Enterprises 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
Joshua Lindsesy	601 Short 6th Alley	2-029H-03-345.00	\$298.00
			Total: \$298.00

601 Short 6th Alley, Hattiesburg, MS 39401; Parcel No.: 2-029H-03-345.00; PPIN: 17306, also described as BG 3.6FT W NE CR LT 35 54.56T W 2.8FT N 6 FT W 36FT TO W IN Lot 8N 102.17FT E 38.3 FT S 53.67FT TO BG Block 32 32 PREV : H0340-05-016 BLOCK 032 & Subdivision: Hardy & Scott-G. L. Hawkins; Section 3, Township 4N, Range 13W 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 above and foregoing Resolution, after having been first reduced to writing, was introduced by Council Member _____, seconded by Council Member _____, and was adopted by the following, to wit;

YEAS: **NAYS:** **ABSENT:**

The President thereby declared the motion carried and the Resolution adopted this the 5th day of November, 2024.

(S E A L)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **COUNCIL PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 5th day of November, 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
Council Clerk’s Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4551

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 5th day of November, 2024, the following Resolution:

RESOLUTION

ADOPT RESOLUTION 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 PROPERTY, 603 Short 6th Street

INDEXING INSTRUCTIONS: SECTION: 3, TOWNSHIP: 04N, RANGE: 13W, LOT: 9, BLOCK: 32, G L HAWKINS OF HARDY & SCOTT SUBDIVISON, HATTIESBURG, MS, PARCEL: 2-029H-03-346.00, PPIN: 17311

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 Enterprises 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
Joshua Lindsesy	603 Short 6th Street	2-029H-03-346.00	\$298.00
			Total: \$298.00

603 Short 6th Street, Hattiesburg, MS39401, Parcel: 2-029H-03-346.00, PPIN: 17311 and better described as beginning at the northwest corner of lot 9, thence run 26.4 feet east to the point of beginning; thence run south 54.5 feet, thence run west 35 feet, thence run north 108.17 feet, thence run east 35 feet, thence run south 53.67 feet to the point of beginning, being a part of lot 6, 7, 8, 9 and block 32 of the G.L. Hawkins, et al Subdivision of the Hardy and Scott subdivision of the City of Hattiesburg, according to the official map or plat thereof on file in the office of the Chancery Clerk, 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 above and foregoing Resolution, after having been first reduced to writing, was introduced by Council Member _____, seconded by Council Member _____, and was adopted by the following, to wit;

YEAS: **NAYS:** **ABSENT:**

The President thereby declared the motion carried and the Resolution adopted this the 5th day of November, 2024.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 5th day of November, 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
Council Clerk’s Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4551

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 5th day of November, 2024, the following Resolution:

RESOLUTION

ADOPT RESOLUTION 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 PROPERTY, 605 Short 6th Street

INDEXING INSTRUCTIONS: SECTION: 3, TOWNSHIP: 04N, RANGE: 13W, LOT: 9, BLOCK: 32, G L HAWKINS OF HARDY & SCOTT SUBDIVISON, HATTIESBURG, MS, PARCEL: 2-029H-03-347.00, PPIN: 17312

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 Enterprises 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
Joshua Lindsesy	605 Short 6th Street	2-029H-03-347.00	\$298.00
			Total: \$298.00

605 Short 6th Street, Hattiesburg, MS, 39401, Parcel: 2-029H-03-347.00, PPIN: 17312; also described as South 29.5 Feet of Lot 10 AND Begin at the Southeast Corner of Lot 9, Thence West 24 Feet, Thence North 29.5 Feet, Thence East 24 Feet, Thence South 29.5 Feet to the Point Of Beginning, Less 10 Foot Right-Of-Way Across Northeast Corner For Street, All in Block 32, In G. L. Hawkins Subdivision 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 above and foregoing Resolution, after having been first reduced to writing, was introduced by Council Member _____, seconded by Council Member _____, and was adopted by the following, to wit;

YEAS: **NAYS:** **ABSENT:**

The President thereby declared the motion carried and the Resolution adopted this the 5th day of November, 2024.

(S E A L)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **COUNCIL PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 5th day of November, 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
Council Clerk’s Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4551

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 5th day of November, 2024, the following Resolution:

RESOLUTION

ADOPT RESOLUTION 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 PROPERTY, Bernard Street

INDEXING INSTRUCTIONS: SECTION: 15, TOWNSHIP: 04N, RANGE: 13W, LOTS: 5 & 6, BLOCK: 12, BURKETT SUBDIVISION, HATTIESBURG, MS, PARCEL: 2-038G-15-093.04, PPIN: 47158

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 Enterprises 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
Roderick & Deborah A. Woullard	Bernard Street	2-038G-15-093.04	\$475.00
			Total: \$475.00

Bernard Street, Parcel: 2-038G-15-093.04, PIN: 47158; also described as the South 135 feet of Lots 5 and 6, Block 12 and the North 10 feet of a vacant alley between Bernard Street and Franklin Street, Burkett Subdivision

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

YEAS: **NAYS:** **ABSENT:**

The President thereby declared the motion carried and the Resolution adopted this the 5th day of November, 2024.

(S E A L)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **COUNCIL PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 5th day of November, 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
Council Clerk’s Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4551

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 5th day of November, 2024, the following Resolution:

RESOLUTION

ADOPT RESOLUTION 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 PROPERTY, 102 Roy Street

INDEXING INSTRUCTIONS: SECTION: 15, TOWNSHIP: 04N, RANGE: 13W, LOT 3, BLOCK: 15, J E ARLEDGE SUBDIVISION, HATTIESBURG, MS, PARCEL: 2-038A-15-289.00, PPIN: 13026

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 Enterprises 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
Troy Cobb	102 Roy Street	2-038A-15-289.00	\$168.00
			Total: \$168.00

102 Roy Street, Hattiesburg, MS, PARCEL: 2-038A-15-289.00, PPIN: 13026; also described as commencing at the Northeast Corner of Lot 3, in Block 15 of the J. E. ARLEDGE SURVEY of the City of Hattiesburg, Mississippi, and run South 54 feet and 4 inches for a Point of Beginning; thence run South 50 feet; thence run West 108 feet; thence run North 50 feet; thence run East 108 feet to the Point of Beginning, as per plat of same now on file in the office of the Chancery Clerk of 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 above and foregoing Resolution, after having been first reduced to writing, was introduced by Council Member _____, seconded by Council Member _____, and was adopted by the following, to wit;

YEAS: **NAYS:** **ABSENT:**

The President thereby declared the motion carried and the Resolution adopted this the 5th day of November, 2024.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 5th day of November, 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
Council Clerk’s Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4551

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 5th day of November, 2024, the following Resolution:

RESOLUTION

ADOPT RESOLUTION 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 PROPERTY, 6581 Highway 49

INDEXING INSTRUCTIONS: SECTION: 31, TOWNSHIP: 05N, RANGE: 13W, BLOCK: 031, HATTIESBURG, MS, PARCEL: 2-024M-31-011.00, PPIN: 27498

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 Enterprises 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
Hilltop VII LLC	6581 Highway 49	2-024M-31-011.00	\$498.50
			Total: \$498.50

6581 Highway 49, PARCEL: 2-024M-31-011.00, PPIN: 27498; also described as a part of the NE ¼ of SW ¼ of Section 31, Township 5 North, Range 13 West, Forrest County, Mississippi, being more particularly described as follows: Commence at the SW corner of the NE ¼ of SW ¼ of Section 31, Township 5 North, Range 13 West, Forrest County, Mississippi, and run North for 250.6 feet; thence run North 68° 51' East for 432.94 feet to and for the Point of Beginning; thence continue North 68° 51' East for 380 feet to the Southwest right of way line of U.S. Highway No. 49; thence run South 43° 21' East along the Southwest right of way line of sald highway for 40 feet; thence run North 46° 39' East along the said right of way line of said highway for 20 feet; thence run South 43° 21' East along the Southwest right of way line of said highway for 202.2 feet to the North right of way line of a proposed county road; thence run South 70° 54' West along the North right of way line of sald proposed county road for 400 feet; thence run North 45° 20 West 220.3 feet

to the Point of Beginning, the said described property being part of the NE of SW4 of Section 31, Township 5 North, Range 13 West, Forrest County, Mississippi, and comprising 2.1 acres, more or less.

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

YEAS: **NAYS:** **ABSENT:**

The President thereby declared the motion carried and the Resolution adopted this the 5th day of November, 2024.

(S E A L)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **COUNCIL PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 5th day of November, 2024.

ATTEST: **APPROVED:**

CITY CLERK **MAYOR**



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Kermas Eaton, City Clerk

cc: Ann Jones, Chief Administrative Officer, Malcolm Berch, Administration

Date: Tuesday, November 5, 2024

Re: Adopt a Resolution declaring the intention of the governing body of the city to issue a negotiable note, series 2024, in the principal amount of not to exceed Four Million Dollars (\$4,000,000.00) to raise money for the purpose of providing funds for various capital improvement projects as provided herein; and for other related purposes within the city; and directing publication of the notice of noter sale.
File Number: 2024-632
Minute Book #

Summary

a resolution declaring the intention of the governing body of the city to issue a negotiable note, series 2024, in the principal amount of not to exceed Four Million Dollars (\$4,000,000.00) to raise money for the purpose of providing funds for various capital improvement projects as provided herein; and for other related purposes within the city; and directing publication of the notice of noter sale.

Recommendation Statement

I recommend approval of this item.

Please place this on the November 5, 2024 City Council meeting for consideration.

The Mayor and City Council (the “**Governing Body**”) of the City of Hattiesburg, Mississippi (the “**City**”), acting for and on the City, took up for consideration the matter of issuing a Negotiable Note, Series 2024, of the City. After a discussion of the subject, Council Member _____ offered and moved the adoption of the following resolution:

RESOLUTION DECLARING THE INTENTION OF THE GOVERNING BODY OF THE CITY TO ISSUE A NEGOTIABLE NOTE, SERIES 2024, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED FOUR MILLION DOLLARS (\$4,000,000) TO RAISE MONEY FOR THE PURPOSE OF PROVIDING FUNDS FOR VARIOUS CAPITAL IMPROVEMENT PROJECTS AS PROVIDED HEREIN; AND FOR OTHER RELATED PURPOSES WITHIN THE CITY; AND DIRECTING PUBLICATION OF THE NOTICE OF NOTE SALE - \$4,000,000.

WHEREAS, the Governing Body of the City, acting for and on behalf of the City, hereby find, determine, adjudicate and declare as follows:

1. The City is authorized by Sections 17-21-51 *et seq.*, Mississippi Code of 1972, as amended (the “**Note Act**”) and Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the “**City Act**” and together with the Note Act, the “**Act**”), to issue a note hereinafter proposed to be issued for the purposes and the amounts set forth in paragraph 2 of this preamble.

2. It is necessary and in the public interest to issue a Negotiable Note, Series 2024, of the City in the principal amount of not to exceed Four Million Dollars (\$4,000,000) (the “**Note**”) to raise money for the purpose of providing funds for any of, (i) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (ii) erecting, repairing, improving, adorning and equipping municipal buildings and purchasing buildings and land therefor; (iii) purchasing land for parks, cemeteries and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of swimming pools and other recreational facilities; (iv) purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; (v) erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; (vi) establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; (vii) protecting a municipality, its streets and sidewalks from overflow, caving banks and other like dangers; (viii) constructing bridges and culverts; (ix) purchasing machinery and equipment, including motor vehicles weighing not less than twelve thousand (12,000) pounds, which have an expected useful life in excess of ten (10) years which expected useful life shall exceed the life of the bonds financing such purchase; and (x) paying the costs of issuance for the Note and for other related purposes within the City (the “**Project**”), all as authorized by the Act.

3. The Note will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City.

4. The Governing Body desires to authorize (a) the receipt of bids, at the office of the City Clerk of the City (the “**Clerk**”), in City Hall, located at 200 Forrest Street, Hattiesburg, Mississippi, until the hour of 3:00 o’clock p.m. on November 18, 2024, and (b) the Clerk, the Chief Financial Officer for the City (the “**CFO**”) and Government Consultants, Inc., Madison, Mississippi, the municipal advisor for the City (the “**Municipal Advisor**”) to publicly open and read the bids at the hour of 3:00 o’clock p.m. on November 18, 2024, for further presentation to the Governing Body at its regularly held meeting in City Hall, located at 200 Forrest Street, Hattiesburg, Mississippi, at the hour of 5:00 o’clock p.m. on November 19, 2024.

5. The City reasonably expects that it will incur expenditures prior to the issuance of the Note, which it intends to reimburse with the proceeds of the Note upon the issuance thereof. This declaration of official intent to reimburse expenditures made prior to the issuance of the Note in anticipation of the issuance of the Note is made pursuant to Department of Treasury Regulations Section 1.150-2 (the “**Reimbursement Regulations**”). The Project for which such expenditures are made is the same as described hereinabove. The maximum principal amount of debt expected to be issued for the Project is the amount hereinabove set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. The Governing Body hereby declares its intention to the Note in the principal amount not to exceed Four Million Dollars (\$4,000,000) pursuant to the Act to raise money for the purpose of providing funds for the Project. The Note will be a general obligation of the City payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the Note Fund (as defined herein) for the Note, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Note due during the ensuing fiscal year of the City, in accordance with the provisions of this resolution.

SECTION 2. The assessed value of taxable property within the City, according to the last completed assessment for taxation, is Three Hundred Sixty-Five Million Four Hundred Thirty-Seven Thousand Two Hundred Eighty-Two Dollars (\$365,437,282); the issuance of the Note, when added to the outstanding bonded indebtedness of the City pursuant to Section 21-33-303, Mississippi Code of 1972, as amended, will not result in bonded indebtedness of more than fifteen percent (15%) of the assessed value of taxable property within the City, and will not result in indebtedness in excess of twenty percent (20%) of the assessed value of taxable property within the City, and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City; and the issuance of the Note pursuant to the Act will not exceed one percent (1%) of the assessed valuation of the City. The Governing Body currently has two (2) outstanding negotiable notes issued pursuant to the Act in the amount of \$104,875.

SECTION 3. (a) The Note will be dated and bear interest from the date of its delivery; will be delivered in the denomination of \$4,000,000; will be numbered 1; will be issued in registered form; and will bear interest from the date thereof at an interest rate of not to exceed eleven percent (11%), payable annually on the maturity date of the date of issuance thereof until maturity (each an “**Interest Payment Date**”). Interest will be payable by check or draft of the Clerk (the “**Paying and Transfer Agent**”) made payable to the registered holder of the Note as of the close of business on the date which shall be the fifteenth (15th) day (whether or not a business day) preceding such interest payment date and named in and mailed to the address appearing on the registration books of the City kept and maintained by the Paying and Transfer Agent (the “**Registration Books**”). Interest on the Note will be computed on the basis of a 360-day year consisting of twelve (12) thirty (30) day months.

(b) Principal of the Note will be payable at the office of the Paying and Transfer Agent on the anniversary date of issuance thereof in the years and principal amounts as follows:

<u>YEAR OF MATURITY</u>	<u>PRINCIPAL INSTALLMENT AMOUNT</u>
2025	\$800,000
2026	800,000
2027	800,000
2028	800,000
2029	800,000

(c) The Note will be subject to redemption prior to maturity, at the option of the City, in whole or in part, at any time, at par, plus accrued interest to the date of redemption and without premium. Notice of each such redemption shall be mailed, postage prepaid, not less than two (2) business days prior to the redemption date, to the registered owner of the Note to be redeemed at the address appearing on the registration books of the City maintained by the Paying and Transfer Agent.

(d) If the Note is redeemed in part, amounts paid in connection with such partial redemption shall be applied first to interest to the extent then accrued and the remainder shall be applied to principal installments due thereunder as determined by the Governing Body. In case the Note is to be redeemed in part only, the notice of redemption for the Note shall state the part or portion thereof to be redeemed.

(e) Notice having been given in the manner and under the conditions hereinabove provided, the Note or portions thereof so called for redemption shall, on the date designated for redemption in such notice, become and be due and payable at the redemption price provided for redemption of the Note or portions thereof on such date. On the date so fixed for redemption, provided moneys for payment of the redemption price shall be held in separate accounts by the Paying and Transfer Agent in trust for the holder of the Note or portions thereof to be redeemed, interest on the Note or portions thereof so called for redemption shall cease to accrue, such Note or portions thereof shall cease to be entitled to any lien, benefit or security under this resolution, and the holder of the Note or portions thereof shall have no right in respect thereof except to receive payment of the redemption price thereof.

SECTION 4. (a) The City shall maintain with a qualified depository thereof a special fund hereby created in the name of the City designated as the "Series 2024 Note Fund" (the "**Note Fund**") for the payment of the principal of and interest on the Note. There shall be deposited into the Note Fund as and when received:

- (1) the avails of any of the ad valorem taxes levied and collected pursuant to this resolution; and
- (2) any income received from investment of monies in the Note Fund; and
- (3) any other funds available to the City which may be lawfully used for payment of the principal of and interest on the Note, and which the Governing Body, in its discretion, may direct to be deposited into the Note Fund.

(b) As long as any principal of and interest on the Note remains outstanding, the Clerk is hereby irrevocably authorized and directed to withdraw from the Note Fund sufficient monies to make the payments herein provided for and to transfer same to the Purchaser (as defined herein) of the Note as provided herein.

SECTION 5. The principal proceeds received upon the sale of the Note shall be deposited with a qualified depository of the City in a special fund hereby created in the name of the City designated as the “Series 2024 Note Fund” from which there shall be first paid by the Clerk all expenses, premiums, fees and commissions incurred and deemed necessary or advantageous in connection with the authorization, sale, issuance, and delivery of the Note, including but not limited to, Note Counsel fees and legal expenses, and expenses, Municipal Advisor fees, City counsel fees and expenses and all claims that may have been incurred to date in connection with the Project.

(b) The balance of such proceeds shall be used, to the extent permitted by law, (i) for the costs of and costs associated with the Project or to reimburse the City for any expenses in connection with the costs of or costs associated with the Project to the extent permitted by the Internal Revenue Code of 1986, as amended (the “Code”); (ii) to pay engineering, fiscal, trustee, printing, accounting, construction manager, feasibility consultant, legal expenses and development expenses incurred in connection with the Project or to reimburse the City for any expenses in connection with the Project to the extent permitted by the Code, and the issuance of the Note; (iii) to pay the premium or premiums on any insurance or any form of guarantee obtained from any source to assure the prompt payment of principal and interest on the Note when due; and (iv) to pay costs related to any suits and proceedings in connection with the Project, including any costs of settlement thereof.

SECTION 6. As required by Section 17-21-53, Mississippi Code of 1972, as amended, the Clerk is hereby authorized and directed to give notice by publishing an advertisement (the “Notice”) at least one (1) time in *The Pine Belt News*, a newspaper published in the City of Hattiesburg, Mississippi, having a general circulation in the City, the publication thereof to be made at least ten (10) days preceding November 18, 2024 at 3:00 o’clock p.m., the date and time fixed herein for the receipt of bids. The Governing Body of the City hereby ratifies and approves the actions of the Clerk and Butler Snow LLP, Ridgeland, Mississippi (the “Note Counsel”) in distributing the Notice to the paper for and on behalf of the City. The Notice shall be in substantially the following form:

NOTICE OF NOTE SALE - \$4,000,000

BY THE CITY OF HATTIESBURG, MISSISSIPPI

Sealed bids will be received by the Mayor and City Council (the “**Governing Body**”) of the City of Hattiesburg, Mississippi (the “**City**”), at the office of the City Clerk of the City (the “**Clerk**”), in City Hall, located at 200 Forrest Street, Hattiesburg, Mississippi, until the hour of 3:00 o’clock p.m. on November 18, 2024. At such time, said bids will be publicly opened and read by the Clerk, for further presentation to the Governing Body at its regularly held meeting in City Hall, located at 200 Forrest Street, Hattiesburg, Mississippi, on November 19, 2024, at the hour of 5:00 o’clock p.m., for the issuance of a \$4,000,000 Negotiable Note, Series 2024 (the “**Note**”). The Note shall mature as to principal and interest in five (5) approximate equal installments due annually from the date of issuance thereof, commencing on the first anniversary of the date of the issuance of the Note. The terms and conditions for the Note and the form of the Note shall be those agreed upon between the City and the successful bidder for the Note and shall be in conformance with the Act and the Note Resolution, both as hereinafter defined; however, the rate of interest shall not exceed eleven percent (11%). Interest will be calculated using a 360-day year basis on twelve 30-day months.

The Note is subject to redemption prior to maturity, at the option of the City, in whole or in part, at any time, at par, plus accrued interest to the date of redemption and without premium. Notice of each such redemption shall be mailed, postage prepaid, not less than two (2) business days prior to the redemption date, to the registered owner of the Note to be redeemed at the address appearing on the registration books of the City maintained by the Paying and Transfer Agent.

The Note is authorized in accordance with Sections 17-21-51 *et seq.*, Mississippi Code of 1972, as amended (the “**Note Act**”), Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the “**City Act**” and together with the Note Act, the “**Act**”), and by a resolution adopted by the Governing Body of the City on November 5, 2024 (the “**Note Resolution**”) and is being issued to raise money for the purpose of providing funds for any of, (i) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (ii) erecting, repairing, improving, adorning and equipping municipal buildings and purchasing buildings and land therefor; (iii) purchasing land for parks, cemeteries and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of swimming pools and other recreational facilities; (iv) purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; (v) erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; (vi) establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; (vii) protecting a municipality, its streets and sidewalks from overflow, caving banks and other like dangers; (viii) constructing bridges and culverts; (ix) purchasing machinery and equipment, including motor vehicles weighing not less than twelve thousand (12,000) pounds, which have an expected useful life in excess of ten (10) years which expected useful life shall exceed the life of the bonds financing such purchase; and (x) paying the costs of issuance for the Note and for other related purposes within the City (the “**Project**”).

The Note will be a general obligation of the City payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the debt service fund for the Note, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the

Note due during the ensuing fiscal year of the City, in accordance with the provisions of the Note Resolution.

The interest on the Note is exempt from Federal income taxes under existing laws, regulations, rulings and judicial decisions with such exceptions as shall be required by the Internal Revenue Code of 1986 (the “Code”). Under existing law, interest on the Note is exempt from present taxes imposed by the State of Mississippi (the “State”) and any county, municipality or other political subdivision of the State, except for inheritance, estate and transfer taxes.

The City has NOT designated the Note as qualified tax-exempt obligations within the meaning and for the purposes of Section 265(b)(3) of the Code.

Bids should be addressed to and filed with the Office of the Clerk, c/o: Kermas Eaton, City Hall, 200 Forrest Street, Hattiesburg, Mississippi 39401, and should be plainly marked “Bid for Negotiable Note, Series 2024”, prior the date hereinabove fixed and set.

Further information may be obtained from the Office of the Clerk, City Hall, 200 Forrest Street, Hattiesburg, Mississippi 39401, telephone: (601) 545-4602 and the City’s Municipal Advisor, Government Consultants, Inc., 116 Village Boulevard, Madison, Mississippi, telephone: (601) 982-0005, attention: Mr. Nick Schorr.

AN OFFERING DOCUMENT WILL NOT BE PREPARED IN CONNECTION WITH THE SALE AND ISSUANCE OF THE NOTE.

The principal amount of the Note is being issued in denominations of \$100,000 or more and is being sold to a single purchaser who will have knowledge and experience in financial and business matters making it capable of evaluating the merits and risks of the prospective investment. The Note shall be sold to a purchaser without a view for distributing said Note. The purchaser of said Note shall be required to execute a certification at closing to the effect that the Note is being purchased for the account of the purchaser without the intent to distribute. Based on the foregoing, the Note will be exempt from the continuing disclosure requirements of SEC Rule 15c2-12. The City will not be responsible for the payment of the purchaser’s legal or administrative fees with respect to the Note and the City reserves the right to reject any and all bids.

Published by order of the Mayor and City Council of the City of Hattiesburg, Mississippi, on this the 5th day of November 2024.

/s/ Kermas Eaton
City Clerk, City of Hattiesburg

PUBLISH: November 7, 2024

SECTION 7. The Governing Body authorizes (a) the receipt of bids, at the office of the Clerk, in City Hall, located at 200 Forrest Street, Hattiesburg, Mississippi, until the hour of 3:00 o'clock p.m. on November 18, 2024, and (b) the Clerk, the CFO and the Municipal Advisor to publicly open and read the bids at the hour of 3:00 o'clock p.m. on November 18, 2024, for further presentation to the Governing Body at its regularly held meeting in City Hall, located at 200 Forrest Street, Hattiesburg, Mississippi, at the hour of 5:00 o'clock p.m. on November 19, 2024.

SECTION 8. Pursuant to the authority granted by the Act and the Registered Bond Act, being Section 31-21-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented (the "**Registered Bond Act**"), the Note shall be executed by the manual or facsimile signature of the Mayor of the City (the "**Mayor**") and the official seal of the City shall be affixed or lithographed or otherwise reproduced thereon, attested by the Clerk, and the Note shall be authenticated by the Paying and Transfer Agent. The Paying and Transfer Agent shall authenticate Note by executing the Paying and Transfer Agent's Certificate thereon and the Note shall only be valid until the Note has been duly executed by the Paying and Transfer Agent. Such certificate, when duly executed on behalf of the City, shall be conclusive evidence that the Note so authenticated has been duly authenticated and delivered. The validation certificate, for which provision is hereinafter made, to appear on the Note, shall be executed by the Clerk, and the said certificate may be executed by the manual or facsimile signature of the Clerk. The Note shall be delivered to the purchaser of the Note (the "**Purchaser**") upon payment of the purchase price therefore in accordance with the terms and conditions of their sale and award, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, sale, issuance and validation of the Note, and the final, unqualified approving opinion of Note Counsel. Prior to or simultaneously with the delivery by the Paying and Transfer Agent of the Note, the City shall file with the Paying and Transfer Agent: (a) a copy, certified by the Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, sale, issuance and validation of the Note; and (b) an authorization to the Paying and Transfer Agent, signed by the Mayor, to authenticate and deliver the Note to the Purchaser. At delivery, the Paying and Transfer Agent shall authenticate the Note and deliver it to the Purchaser upon payment of the purchase price of the Note to the City.

SECTION 9. The Governing Body hereby adopts, pursuant to the authority granted by the Act and the Registered Bond Act, the following conditions (the "**Conditions**") which are to apply to the transfer, exchange and replacement of the Note, and other similar matters.

CONDITIONS AS TO THE ISSUANCE, TRANSFER, EXCHANGE AND REPLACEMENT OF THE NOTE

"Paying and Transfer Agent" as used in these Conditions means, the Clerk, designated by action of the Governing Body as the Paying and Transfer Agent with respect to the Note and whose duties and responsibilities shall be as further limited or set forth in the form of the Note.

The principal of the Note shall be payable at the Principal Office of the Paying and Transfer Agent, and payment of the interest on the Note shall be made by the Paying and Transfer Agent on each interest payment date to the person appearing on the registration books of the City (hereinafter provided for) as the registered owner thereof as of the close of business on the date which shall be the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding such interest payment date, by check or draft mailed to such registered owner at his

address as it appears on such registration books. Payment of the principal of the Note shall be made upon the presentation and surrender for cancellation of the Note as the same shall become due and payable.

The Note, upon surrender thereof at said Principal Office of the Paying and Transfer Agent with a written instrument of transfer satisfactory to such Paying and Transfer Agent duly executed by the registered owner or his authorized attorney, may be exchanged for a Note of like series, maturity and interest rate of any other authorized denominations.

So long as the Note shall remain outstanding, the City shall cause the Paying and Transfer Agent to maintain and keep, at its Principal Office, registration books for the registration and transfer of the Note, and, upon presentation thereof for such purpose at such Principal Office, the City shall cause the Paying and Transfer Agent to register or cause to be registered thereon, and permit to be transferred thereon, under such reasonable regulations as the Paying and Transfer Agent may prescribe, any Note. So long as the Note remains outstanding, the City shall make all necessary provisions to permit the exchange of the Note at the Principal Office of the Paying and Transfer Agent.

The Note shall be transferable only upon the registration books which shall be kept for that purpose at the Principal Office of the Paying and Transfer Agent for the City, by the registered owner thereof in person or his authorized attorney, upon surrender thereof, together with a written instrument of transfer satisfactory to the Paying and Transfer Agent, duly executed by the registered owner or his authorized attorney, and upon such transfer there shall be issued in the name of the transferee a new Note in registered form of the same series in the same aggregate principal amount and of like maturity and interest rate as the Note surrendered. The Note issued in connection with transfers shall be dated in the same manner provided above for the dating of the Note issued in connection with exchanges.

Neither the City nor the Paying and Transfer Agent shall be required (a) to exchange or transfer the Note for a period of fifteen (15) days next preceding an interest payment date on the Note or next preceding any selection of the Note to be redeemed or thereafter until the first mailing of any notice of redemption, or (b) to transfer or exchange the Note called for redemption.

The Note surrendered in any exchanges or transfers shall forthwith be canceled by the Paying and Transfer Agent and thereafter transmitted to the City.

Prior to the issuance or delivery of the Note, whether upon original issuance, transfer, exchange or replacement, the Paying and Transfer Agent shall manually execute the certificate of authentication provided thereon. No Note shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Paying and Transfer Agent. Such certificate of the Paying and Transfer Agent

upon any Note executed on behalf of the City shall be conclusive evidence that the Note so authenticated has been duly authenticated and delivered.

The Note bearing the facsimile signature of any person who shall have been the Mayor or Clerk at the time such Note were originally dated or delivered by the City shall bind the City notwithstanding the fact that he or she may have ceased to be such officer prior to the delivery of such Note or was not such officer at the date of such Note.

Except as otherwise required by law, if (a) any mutilated Note is surrendered to the Paying and Transfer Agent at its Principal Office, or the Paying and Transfer Agent receives evidence to its satisfaction of the destruction, loss or theft of any Note and (b) there is delivered to the Paying and Transfer Agent such security or indemnity as may be required by it to save harmless the City and the Paying and Transfer Agent, and as otherwise required by law, then, in the absence of notice to the Paying and Transfer Agent that such Note has been acquired by a bona fide purchaser as such term is defined in the Uniform Commercial Code as it is then in effect in the State of Mississippi, the Paying and Transfer Agent shall authenticate and deliver, in exchange for any such mutilated Note, or in lieu of any such destroyed, lost or stolen Note, a new Note of like tenor and principal amount, bearing a number not contemporaneously outstanding. The Paying and Transfer Agent shall thereupon cancel any Note so surrendered.

In case any mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Paying and Transfer Agent in its discretion may, instead of issuing a new Note, pay such Note.

Each new Note issued pursuant to this Section in lieu of any surrendered, destroyed, lost or stolen Note shall constitute an additional contractual obligation of the City and shall be entitled to all benefits equally and proportionately with any and all other Note duly issued. The Note shall be held and owed upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Note, and shall preclude (to the extent lawful) all other rights or remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Note or securities.

Notwithstanding the foregoing provisions of these Conditions, no Note shall be exchanged for another Note or be registered or transferred or issued or delivered by or on behalf of the City or the Paying and Transfer Agent pursuant to this Section at the request of a holder or owner of the Note, except upon payment to such Paying and Transfer Agent by or on behalf of such holder or owner of a charge sufficient to reimburse the City and such Paying and Transfer Agent for any tax, fee, or other governmental charge required to be paid with respect to the transaction.

The City and the Paying and Transfer Agent may treat and consider the person in whose name the Note shall be registered upon the registration books as herein provided as the holder and absolute owner

thereof, whether such Note shall be overdue or not, for the purpose of receiving payment of the principal thereof and interest thereon and for all other purposes whatsoever; provided, however, payment of, or on account of, the principal of and interest on such Note shall be made only to, or upon the order of, such registered owner, and such payment so made shall be valid and effective to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and neither the City nor any Paying and Transfer Agent shall be affected by any notice to the contrary.

SECTION 10. The City hereby covenants that it will not make any use of the proceeds of the Note or do or suffer any other action that would cause: (i) the Note to be “arbitrage bonds” as such term is defined in the Code, and the Regulations promulgated thereunder; (ii) the interest on the Note to be included in the gross income of the Registered Owners thereof for federal income taxation purposes; or (iii) the interest on the Note to be treated as an item of tax preference under Section 57(a)(5) of the Code.

SECTION 11. The City represents as follows:

(a) The City shall timely file with the Ogden, Utah Service Center of the Internal Revenue Service, such information report or reports as may be required by Section 148(f) and 149(e) of the Code;

(b) The City shall take no action that would cause the Note to be “federally guaranteed” within the meaning of Section 149(b) of the Code;

(c) The City shall take all necessary action to have the Note “registered” within the meaning of Section 149(a) of the Code; and

(d) The City will not employ any device or abusive transaction with respect to the investment of the proceeds of the Note.

SECTION 12. The interest on the Note is exempt from Federal income taxes under existing laws, regulations, rulings, and judicial decisions with such exceptions as shall be required by the Internal Revenue Code of 1986. Under existing law, interest on the Note is exempt from present taxes imposed by the State.

SECTION 13. The Mayor or the Clerk is hereby authorized to sign and file or cause to be filed a completed I.R.S. Form 8038-G "Information Return for Governmental Obligations" in connection with the Note as required by Section 149(e) of the Code.

SECTION 14. The Mayor or the Clerk is hereby authorized to execute a non-arbitrage certification in connection with the Note to comply with Section 148 of the Code.

SECTION 15. The form of the Note, the certificates to appear on the Note and the Certificate of Registration and Authentication shall be in substantially the form attached hereto as **EXHIBIT A**, and the Mayor and the Clerk be, and are hereby, authorized and directed to make such changes, insertions and omissions therein as may in their opinions be required prior to the issuance and delivery thereof.

SECTION 16. The City does NOT designate the Note as “qualified tax-exempt obligations” as defined in and for the purposes of Section 265(b)(3) of the Code.

SECTION 17. The interest on the Note is exempt from Federal income taxes under existing laws, regulations, rulings and judicial decisions with such exceptions as shall be required by the Code. Under existing law, interest on the Note is exempt from present taxes imposed by the State and any

county, municipality or other political subdivision of the State, except for inheritance, estate and transfer taxes.

SECTION 18. The principal amount of the Note is being issued in denominations of \$100,000 or more and is being sold to a single purchaser who will have knowledge and experience in financial and business matters making it capable of evaluating the merits and risks of the prospective investment. The Note shall be sold to a purchaser without a view for distributing said Note. The purchaser of said Note shall be required to execute a certification at closing to the effect that the Note is being purchased for the account of the purchaser without the intent to distribute. Based on the foregoing, the Note will be exempt from the continuing disclosure requirements of SEC Rule 15c2-12.

SECTION 19. The City reasonably expects that it will incur expenditures prior to the issuance of the Note, which it intends to reimburse with the proceeds of the Note upon the issuance thereof. This declaration of official intent to reimburse expenditures made prior to the issuance of the Note in anticipation of the issuance of the Note is made pursuant to the Reimbursement Regulations. The Project for which such expenditures are made is the same as described hereinabove. The maximum principal amount of debt expected to be issued for the Project is the amount hereinabove set forth.

SECTION 20. The Mayor, the Clerk and the other officers of the City are, and each of them acting alone is, hereby authorized and directed to take such actions and to execute such documents as may be necessary to effectuate the purposes of this resolution.

SECTION 21. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

SECTION 22. The Governing Body of the City hereby ratifies and approves the actions of the CFO and the Municipal Advisor in distributing to prospective bidders for the Note, and to other interested persons, such materials and information concerning the City as may be convenient to the public sale of the Note, including the form of the Bid Form, attached hereto as **EXHIBIT B**.

SECTION 23. The CFO is hereby authorized and directed to make all final determinations necessary in connection with (a) the publication of the Notice of Note Sale, including the date of sale, the dated date of the Note, the maturity schedule relating to the Note, the final aggregate principal amount of the Note, the redemption terms of the Note and any other terms thereof, and (b) the Bid Form; provided, however, that such determinations shall be subject to ratification by the Governing Body.

SECTION 24. That in order to prepare the necessary resolutions and documents for the sale and issuance of the Note it is in the best interest of the City to authorize the law firm of Butler Snow LLP, Ridgeland, Mississippi, as Note Counsel, Government Consultants Inc., Madison, Mississippi, as Municipal Advisor, and Moran M. Pope III, Hattiesburg, Mississippi, as Counsel to the City, to prepare and distribute such resolutions and documents necessary in order to facilitate the sale and issuance of the Note.

SECTION 25. The terms of employment for Note Counsel are set forth in the engagement letter (the "**Engagement Letter**") attached hereto as **EXHIBIT C**. All provisions of the Engagement Letter, when executed as hereinafter authorized, shall be incorporated herein, and shall be deemed to be part of this resolution fully and to the same extent as if separately set out verbatim herein. The form of the Engagement Letter and the execution thereof by the Mayor or the President of the Governing Body is hereby approved and authorized.

SECTION 26. The Government Consultants, Inc., Madison, Mississippi, is hereby selected to serve as the Municipal Advisor to the City in connection with the sale and issuance of the Note. The Mayor or the President of the Governing Body is hereby authorized and directed to execute and deliver the Independent Registered Municipal Advisor disclosure letter of the Municipal Advisor attached hereto as **EXHIBIT D**.

RESOLVED AND DONE, this 5th day of November 2024.

The above and foregoing resolution, after having been first reduced to writing, was seconded by _____ and was adopted by the following roll call vote, to wit:

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and this Resolution adopted this the 5th day of November 2024.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of November 2024.

/s/_____
CITY CLERK

MAYOR

**EXHIBIT A
FORM OF NOTE**

**THE SALE, ASSIGNMENT, REPLACEMENT OR TRANSFER
OF THIS NOTE IS SUBJECT TO THE RESTRICTIONS IMPOSED
THEREON BY THE WITHIN MENTIONED RESOLUTION**

**UNITED STATES OF AMERICA
CITY OF HATTIESBURG, MISSISSIPPI
NEGOTIABLE NOTE,
SERIES 2024**

NO. 1

\$4,000,000

RATE OF INTEREST

DATE OF ORIGINAL ISSUE

_____%

_____, 2024

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: FOUR MILLION DOLLARS

The City of Hattiesburg, Mississippi (the "**City**"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above at the times and in the amount set forth below, the principal sum of

FOUR MILLION DOLLARS

with interest thereon from the date hereof at the rate of ____% per annum. Interest on the unpaid balance of the Note shall be payable annually on the anniversary date of the date of issuance (each an "**Interest Payment Date**") until the principal thereof shall have been paid, and the Note shall mature in principal installments on the anniversary date of the date of issuance in each of the years as follows:

<u>YEAR OF MATURITY</u>	<u>PRINCIPAL INSTALLMENT AMOUNT</u>
2025	\$800,000
2026	800,000
2027	800,000
2028	800,000
2029	800,000

Payments of principal and interest shall be payable by the City Clerk of the City of Hattiesburg, Mississippi, as paying agent (the "**Paying Agent**") for the Negotiable Note, Series 2024 of the City of Hattiesburg, Mississippi, dated _____, 2024 (the "**Note**"). Interest will be calculated using a 360-day year based on twelve 30-day months.

Payment of the principal amount of this Note shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by the City Clerk of the City of Hattiesburg, Mississippi, or its successor, as transfer agent for the Note (the "**Transfer Agent**"), as of the 15th day preceding the maturity date hereof, with the payment of the final principal amount to be made upon presentation and surrender of the Note at the principal office of the Paying Agent.

The City further promises to pay interest on such principal amount from the date of this Note or from the most recent Interest Payment Date to which interest has been paid at the rate of interest per annum set forth above, on the anniversary date of the date of issuance, until said principal sum is paid, to the Registered Owner hereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the 15th day preceding the applicable Interest Payment Date.

Payments of principal of and interest on this Note shall be made by check or draft mailed on the Interest Payment Date to such Registered Owner at its address as it appears on such registration records. The Registered Owner hereof may change such address by written notice to the Transfer Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Transfer Agent, such notice to be received by the Transfer Agent not later than the 15th day preceding the applicable principal or Interest Payment Date.

This Note is the only Note issued in the aggregate authorized principal amount of Four Million Dollars (\$4,000,000) to raise money for the purpose of providing funds for for any of, (i) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (ii) erecting, repairing, improving, adorning and equipping municipal buildings and purchasing buildings and land therefor; (iii) purchasing land for parks, cemeteries and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of swimming pools and other recreational facilities; (iv) purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; (v) erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; (vi) establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; (vii) protecting a municipality, its streets and sidewalks from overflow, caving banks and other like dangers; (viii) constructing bridges and culverts; (ix) purchasing machinery and equipment, including motor vehicles weighing not less than twelve thousand (12,000) pounds, which have an expected useful life in excess of ten (10) years which expected useful life shall exceed the life of the bonds financing such purchase; and (x) paying the costs of issuance for the Note and for other related purposes within the City, all as authorized by the Act.

This Note is issued pursuant to the authority of and in full compliance with Sections 17-21-51 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "**Note Act**"), Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "**City Act**" and together with the Note Act, the "**Act**"), and resolutions duly adopted by the Mayor and City Council of the City on November 5, 2024 and November 19, 2024 (collectively, the "**Resolution**"). This Note is subject to all terms and conditions of the Resolution. Terms not otherwise defined herein shall have the same meanings ascribed to them in the Resolution.

This Note shall be a general obligation of the City, and the full faith, credit and resources of the City are hereby irrevocably pledged for the payment of the principal of and interest on the Note. For the purposes of effectuating and providing for the payment of the principal of and interest on the Note, as the same shall respectively mature and accrue, there shall be levied a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of and the interest on the Note; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of

that year has transferred money to the Note Fund established for the Note, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Note due during the ensuing fiscal year of the City, including funds received from the tourism tax of the City. If necessary, said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to rate or amount. The avails of said tax shall be irrevocably pledged for the payment of the principal of and interest on the Note as the same shall mature and accrue. Should there be a failure in any year to comply with these requirements, such failure shall not impair the right of the Registered Owner of the Note in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Note, both as to principal and interest.

The Note is subject to redemption prior to maturity, at the option of the City, in whole or in part, at any time, at par, plus accrued interest to the date of redemption and without premium. Notice of each such redemption shall be mailed, postage prepaid, not less than two (2) business days prior to the redemption date, to the registered owner of the Note to be redeemed at the address appearing on the registration books of the City maintained by the Paying and Transfer Agent.

If this Note is redeemed in part, amounts paid in connection with such partial redemption shall be applied first to interest to the extent then accrued and the remainder shall be applied to principal installments due hereunder as determined by the Mayor and City Council of the City. In case this Note is to be redeemed in part only, the notice of redemption for this Note shall state the part or portion thereof to be redeemed.

Notice having been given in the manner and under the conditions hereinabove provided, this Note or portions thereof so called for redemption shall, on the date designated for redemption in such notice, become and be due and payable at the redemption price provided for redemption of this Note or portions thereof on such date. On the date so fixed for redemption, provided moneys for payment of the redemption price shall be held in separate accounts by the Paying and Transfer Agent in trust for the Registered Owner of this Note or portions thereof to be redeemed, interest on this Note or portions thereof so called for redemption shall cease to accrue, such Note or portions thereof shall cease to be entitled to any lien, benefit or security under the Resolution, and the Registered Owner of this Note or portions thereof shall have no right in respect thereof except to receive payment of the redemption price thereof.

If the date for payment of the principal of or interest on this Note shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the normal day of payment.

The Note is registered as to both principal and interest. The Note is to be issued or reissued in the denomination of \$100,000 or more.

This Note may be transferred or exchanged by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal office of the Paying and Transfer Agent, but only in the manner, subject to the limitations in the Resolution, and upon surrender and cancellation of this Note. Upon such transfer or exchange, a new note of like amount, tenor and maturity will be issued.

The City and the Paying and Transfer Agent may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Paying and Transfer Agent shall be affected by any notice to the contrary.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed precedent to and in the issuance of this Note exist, have happened and have been performed in regular and due form and time as required by the laws and the provisions of the Constitution of the State of Mississippi applicable thereto, and that the issuance of this Note does not violate any constitutional or statutory limitation or provision.

This Note shall bind the City and its successors and assigns, and the benefits hereof shall inure to the Registered Owner hereof and its successors and assigns.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Note, in order to make the same a legal and binding general obligation of the City, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law. For the performance in apt time and manner of every official act herein required, and for the prompt payment of this Note, both principal and interest, the full faith and credit of the City are hereby irrevocably pledged.

IN WITNESS WHEREOF, the City of Hattiesburg, Mississippi has issued this Note and has caused the same to be executed by the Mayor of the City and attested by the City Clerk of the City and its seal to be impressed hereon, all as of the _____ day of _____ 2024.

(SEAL)

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Mayor

ATTEST:

City Clerk

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This is the Note described in the within mentioned Resolution of the Mayor and City Council of the City of Hattiesburg, Mississippi.

CITY CLERK, as Paying and Transfer Agent

By _____
Authorized Signatory

Date of Registration and Authentication: _____, 2024

VALIDATION AND REGISTRATION CERTIFICATE

STATE OF MISSISSIPPI

COUNTY OF FORREST

I, Kermas Eaton, the City Clerk of the City of Hattiesburg, Mississippi, do hereby certify that the issuance of the within Note has been validated and confirmed by decree of the Chancery Court of Forrest County, Mississippi, rendered on the ____ day of ____ 2024 pursuant to the Act and that the within Note has been registered as an obligation of said City pursuant to law in a record kept in my office for that purpose.

(SEAL)

City Clerk, City of Hattiesburg, Mississippi

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

the within Note and does hereby irrevocably constitute and appoint _____ as registrar and transfer agent to transfer the within Note on the records kept for registration thereof with full power of substitution in the premises.

Signature guaranteed:

(Bank, Trust Company or Paying Agent)

(Authorized Officer

Date of Assignment: _____

Insert Social Security Number or other Tax
Identification Number of Assignee

NOTICE: The signature to this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Note in every particular, without any alteration whatever, and must be guaranteed by a commercial bank or trust company or a member of a national securities exchange who is a member of a Medallion Signature Guarantee Program.

EXHIBIT B

OFFICIAL BID FORM

For Approval on November 19, 2024

Mayor and City Council
c/o: Kermas Eaton, City Clerk
City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

Ladies and Gentlemen:

We hereby offer to pay \$_____ for the Four Million Dollars (\$4,000,000) principal amount of a Negotiable Note, Series 2024, to be dated the date of delivery thereof (the "**Note**"), of the City of Hattiesburg, Mississippi (the "**City**"), as described in the Note Resolution of the City, adopted November 5, 2024, (the "**Note Resolution**") bearing interest at an interest rate of _____% for the principal maturing in installments as follows:

<u>YEAR</u>	<u>AMOUNT</u>
2025	\$800,000
2026	800,000
2027	800,000
2028	800,000
2029	800,000

Based upon the interest rate specified above, we compute the gross interest cost¹ to the City to be \$_____, the net interest cost (deducting premium of \$_____, if any) to be \$_____ and the average annual net interest rate from the date of the Note to maturity to be _____%.

If there is any discrepancy as between the actual interest cost computed upon the rate of interest above specified and the interest cost or average rate hereinabove set forth, the interest rate above specified and the actual interest cost or average interest rate computed upon said rate shall prevail.

Bids should be addressed to the Mayor and City Council of the City of Hattiesburg, c/o Kermas Eaton, City Clerk of the City of Hattiesburg, at his address of City Hall, 200 Forrest Street, Hattiesburg, Mississippi 39401, and should be plainly marked "**Bid for Negotiable Note, Series 2024**", and should be filed with the City Clerk prior to 3:00 o'clock p.m. on November 18, 2024. The bid will be awarded at the meeting of the Mayor and City Council to be held at 5:00 o'clock p.m. on November 19, 2024.

This bid is submitted subject to all of the terms and conditions of said Note Resolution, which by reference is hereby made a part of this bid.

¹ For purposes of submitting this bid, please assume December 19, 2024, to be the dated date of the Note.

BIDDER: _____

BY: _____

TITLE: _____

ACCEPTANCE

The above bid is accepted by resolution of the Mayor and City Council of the City of Hattiesburg, Mississippi.

CITY OF HATTIESBURG, MISSISSIPPI

(SEAL)

BY: _____

City Clerk

EXHIBIT C

BUTLER SNOW LETTER

EXHIBIT D
MUNCIPAL ADVISOR LETTER

90082301.v1

The Mayor and City Council (the "**Governing Body**") of the City of Hattiesburg, Mississippi (the "**City**"), acting for and on the City, took up for consideration the matter of issuing a Negotiable Note, Series 2024, of the City. After a discussion of the subject, Council Member _____ offered and moved the adoption of the following resolution:

RESOLUTION DECLARING THE INTENTION OF THE GOVERNING BODY OF THE CITY TO ISSUE A NEGOTIABLE NOTE, SERIES 2024, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED FOUR MILLION DOLLARS (\$4,000,000) TO RAISE MONEY FOR THE PURPOSE OF PROVIDING FUNDS FOR VARIOUS CAPITAL IMPROVEMENT PROJECTS AS PROVIDED HEREIN; AND FOR OTHER RELATED PURPOSES WITHIN THE CITY; AND DIRECTING PUBLICATION OF THE NOTICE OF NOTE SALE - \$4,000,000.

WHEREAS, the Governing Body of the City, acting for and on behalf of the City, hereby find, determine, adjudicate and declare as follows:

1. The City is authorized by Sections 17-21-51 *et seq.*, Mississippi Code of 1972, as amended (the "**Note Act**") and Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "**City Act**" and together with the Note Act, the "**Act**"), to issue a note hereinafter proposed to be issued for the purposes and the amounts set forth in paragraph 2 of this preamble.

2. It is necessary and in the public interest to issue a Negotiable Note, Series 2024, of the City in the principal amount of not to exceed Four Million Dollars (\$4,000,000) (the "**Note**") to raise money for the purpose of providing funds for any of, (i) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (ii) erecting, repairing, improving, adorning and equipping municipal buildings and purchasing buildings and land therefor; (iii) purchasing land for parks, cemeteries and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of swimming pools and other recreational facilities; (iv) purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; (v) erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; (vi) establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; (vii) protecting a municipality, its streets and sidewalks from overflow, caving banks and other like dangers; (viii) constructing bridges and culverts; (ix) purchasing machinery and equipment, including motor vehicles weighing not less than twelve thousand (12,000) pounds, which have an expected useful life in excess of ten (10) years which expected useful life shall exceed the life of the bonds financing such purchase; and (x) paying the costs of issuance for the Note and for other related purposes within the City (the "**Project**"), all as authorized by the Act.

3. The Note will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City.

4. The Governing Body desires to authorize (a) the receipt of bids, at the office of the City Clerk of the City (the "**Clerk**"), in City Hall, located at 200 Forrest Street, Hattiesburg, Mississippi, until the hour of 3:00 o'clock p.m. on November 18, 2024, and (b) the Clerk, the Chief Financial Officer for the City (the "**CFO**") and Government Consultants, Inc., Madison, Mississippi, the municipal advisor for the City (the "**Municipal Advisor**") to publicly open and read the bids at the hour of 3:00 o'clock p.m. on November 18, 2024, for further presentation to the Governing Body at its regularly held meeting in City Hall, located at 200 Forrest Street, Hattiesburg, Mississippi, at the hour of 5:00 o'clock p.m. on November 19, 2024.

5. The City reasonably expects that it will incur expenditures prior to the issuance of the Note, which it intends to reimburse with the proceeds of the Note upon the issuance thereof. This declaration of official intent to reimburse expenditures made prior to the issuance of the Note in anticipation of the issuance of the Note is made pursuant to Department of Treasury Regulations Section 1.150-2 (the "**Reimbursement Regulations**"). The Project for which such expenditures are made is the same as described hereinabove. The maximum principal amount of debt expected to be issued for the Project is the amount hereinabove set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. The Governing Body hereby declares its intention to the Note in the principal amount not to exceed Four Million Dollars (\$4,000,000) pursuant to the Act to raise money for the purpose of providing funds for the Project. The Note will be a general obligation of the City payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the Note Fund (as defined herein) for the Note, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Note due during the ensuing fiscal year of the City, in accordance with the provisions of this resolution.

SECTION 2. The assessed value of taxable property within the City, according to the last completed assessment for taxation, is Three Hundred Sixty-Five Million Four Hundred Thirty-Seven Thousand Two Hundred Eighty-Two Dollars (\$365,437,282); the issuance of the Note, when added to the outstanding bonded indebtedness of the City pursuant to Section 21-33-303, Mississippi Code of 1972, as amended, will not result in bonded indebtedness of more than fifteen percent (15%) of the assessed value of taxable property within the City, and will not result in indebtedness in excess of twenty percent (20%) of the assessed value of taxable property within the City, and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City; and the issuance of the Note pursuant to the Act will not exceed one percent (1%) of the assessed valuation of the City. The Governing Body currently has two (2) outstanding negotiable notes issued pursuant to the Act in the amount of \$104,875.

SECTION 3. (a) The Note will be dated and bear interest from the date of its delivery; will be delivered in the denomination of \$4,000,000; will be numbered 1; will be issued in registered form; and will bear interest from the date thereof at an interest rate of not to exceed eleven percent (11%), payable annually on the maturity date of the date of issuance thereof until maturity (each an "**Interest Payment Date**"). Interest will be payable by check or draft of the Clerk (the "**Paying and Transfer Agent**") made payable to the registered holder of the Note as of the close of business on the date which shall be the fifteenth (15th) day (whether or not a business day) preceding such interest payment date and named in and mailed to the address appearing on the registration books of the City kept and maintained by the Paying and Transfer Agent (the "**Registration Books**"). Interest on the Note will be computed on the basis of a 360-day year consisting of twelve (12) thirty (30) day months.

(b) Principal of the Note will be payable at the office of the Paying and Transfer Agent on the anniversary date of issuance thereof in the years and principal amounts as follows:

<u>YEAR OF MATURITY</u>	<u>PRINCIPAL INSTALLMENT AMOUNT</u>
2025	\$800,000
2026	800,000
2027	800,000
2028	800,000
2029	800,000

(c) The Note will be subject to redemption prior to maturity, at the option of the City, in whole or in part, at any time, at par, plus accrued interest to the date of redemption and without premium. Notice of each such redemption shall be mailed, postage prepaid, not less than two (2) business days prior to the redemption date, to the registered owner of the Note to be redeemed at the address appearing on the registration books of the City maintained by the Paying and Transfer Agent.

(d) If the Note is redeemed in part, amounts paid in connection with such partial redemption shall be applied first to interest to the extent then accrued and the remainder shall be applied to principal installments due thereunder as determined by the Governing Body. In case the Note is to be redeemed in part only, the notice of redemption for the Note shall state the part or portion thereof to be redeemed.

(e) Notice having been given in the manner and under the conditions hereinabove provided, the Note or portions thereof so called for redemption shall, on the date designated for redemption in such notice, become and be due and payable at the redemption price provided for redemption of the Note or portions thereof on such date. On the date so fixed for redemption, provided moneys for payment of the redemption price shall be held in separate accounts by the Paying and Transfer Agent in trust for the holder of the Note or portions thereof to be redeemed, interest on the Note or portions thereof so called for redemption shall cease to accrue, such Note or portions thereof shall cease to be entitled to any lien, benefit or security under this resolution, and the holder of the Note or portions thereof shall have no right in respect thereof except to receive payment of the redemption price thereof.

SECTION 4. (a) The City shall maintain with a qualified depository thereof a special fund hereby created in the name of the City designated as the "Series 2024 Note Fund" (the "**Note Fund**") for the payment of the principal of and interest on the Note. There shall be deposited into the Note Fund as and when received:

- (1) the avails of any of the ad valorem taxes levied and collected pursuant to this resolution; and
- (2) any income received from investment of monies in the Note Fund; and
- (3) any other funds available to the City which may be lawfully used for payment of the principal of and interest on the Note, and which the Governing Body, in its discretion, may direct to be deposited into the Note Fund.

(b) As long as any principal of and interest on the Note remains outstanding, the Clerk is hereby irrevocably authorized and directed to withdraw from the Note Fund sufficient monies to make the payments herein provided for and to transfer same to the Purchaser (as defined herein) of the Note as provided herein.

SECTION 5. The principal proceeds received upon the sale of the Note shall be deposited with a qualified depository of the City in a special fund hereby created in the name of the City designated as the “Series 2024 Note Fund” from which there shall be first paid by the Clerk all expenses, premiums, fees and commissions incurred and deemed necessary or advantageous in connection with the authorization, sale, issuance, and delivery of the Note, including but not limited to, Note Counsel fees and legal expenses, and expenses, Municipal Advisor fees, City counsel fees and expenses and all claims that may have been incurred to date in connection with the Project.

(b) The balance of such proceeds shall be used, to the extent permitted by law, (i) for the costs of and costs associated with the Project or to reimburse the City for any expenses in connection with the costs of or costs associated with the Project to the extent permitted by the Internal Revenue Code of 1986, as amended (the “**Code**”); (ii) to pay engineering, fiscal, trustee, printing, accounting, construction manager, feasibility consultant, legal expenses and development expenses incurred in connection with the Project or to reimburse the City for any expenses in connection with the Project to the extent permitted by the Code, and the issuance of the Note; (iii) to pay the premium or premiums on any insurance or any form of guarantee obtained from any source to assure the prompt payment of principal and interest on the Note when due; and (iv) to pay costs related to any suits and proceedings in connection with the Project, including any costs of settlement thereof.

SECTION 6. As required by Section 17-21-53, Mississippi Code of 1972, as amended, the Clerk is hereby authorized and directed to give notice by publishing an advertisement (the “**Notice**”) at least one (1) time in *The Pine Belt News*, a newspaper published in the City of Hattiesburg, Mississippi, having a general circulation in the City, the publication thereof to be made at least ten (10) days preceding November 18, 2024 at 3:00 o’clock p.m., the date and time fixed herein for the receipt of bids. The Governing Body of the City hereby ratifies and approves the actions of the Clerk and Butler Snow LLP, Ridgeland, Mississippi (the “**Note Counsel**”) in distributing the Notice to the paper for and on behalf of the City. The Notice shall be in substantially the following form:

NOTICE OF NOTE SALE - \$4,000,000

BY THE CITY OF HATTIESBURG, MISSISSIPPI

Sealed bids will be received by the Mayor and City Council (the "**Governing Body**") of the City of Hattiesburg, Mississippi (the "**City**"), at the office of the City Clerk of the City (the "**Clerk**"), in City Hall, located at 200 Forrest Street, Hattiesburg, Mississippi, until the hour of 3:00 o'clock p.m. on November 18, 2024. At such time, said bids will be publicly opened and read by the Clerk, for further presentation to the Governing Body at its regularly held meeting in City Hall, located at 200 Forrest Street, Hattiesburg, Mississippi, on November 19, 2024, at the hour of 5:00 o'clock p.m., for the issuance of a \$4,000,000 Negotiable Note, Series 2024 (the "**Note**"). The Note shall mature as to principal and interest in five (5) approximate equal installments due annually from the date of issuance thereof, commencing on the first anniversary of the date of the issuance of the Note. The terms and conditions for the Note and the form of the Note shall be those agreed upon between the City and the successful bidder for the Note and shall be in conformance with the Act and the Note Resolution, both as hereinafter defined; however, the rate of interest shall not exceed eleven percent (11%). Interest will be calculated using a 360-day year basis on twelve 30-day months.

The Note is subject to redemption prior to maturity, at the option of the City, in whole or in part, at any time, at par, plus accrued interest to the date of redemption and without premium. Notice of each such redemption shall be mailed, postage prepaid, not less than two (2) business days prior to the redemption date, to the registered owner of the Note to be redeemed at the address appearing on the registration books of the City maintained by the Paying and Transfer Agent.

The Note is authorized in accordance with Sections 17-21-51 *et seq.*, Mississippi Code of 1972, as amended (the "**Note Act**"), Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "**City Act**" and together with the Note Act, the "**Act**"), and by a resolution adopted by the Governing Body of the City on November 5, 2024 (the "**Note Resolution**") and is being issued to raise money for the purpose of providing funds for any of, (i) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (ii) erecting, repairing, improving, adorning and equipping municipal buildings and purchasing buildings and land therefor; (iii) purchasing land for parks, cemeteries and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of swimming pools and other recreational facilities; (iv) purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; (v) erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; (vi) establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; (vii) protecting a municipality, its streets and sidewalks from overflow, caving banks and other like dangers; (viii) constructing bridges and culverts; (ix) purchasing machinery and equipment, including motor vehicles weighing not less than twelve thousand (12,000) pounds, which have an expected useful life in excess of ten (10) years which expected useful life shall exceed the life of the bonds financing such purchase; and (x) paying the costs of issuance for the Note and for other related purposes within the City (the "**Project**").

The Note will be a general obligation of the City payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the debt service fund for the Note, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the

Note due during the ensuing fiscal year of the City, in accordance with the provisions of the Note Resolution.

The interest on the Note is exempt from Federal income taxes under existing laws, regulations, rulings and judicial decisions with such exceptions as shall be required by the Internal Revenue Code of 1986 (the “**Code**”). Under existing law, interest on the Note is exempt from present taxes imposed by the State of Mississippi (the “**State**”) and any county, municipality or other political subdivision of the State, except for inheritance, estate and transfer taxes.

The City has NOT designated the Note as qualified tax-exempt obligations within the meaning and for the purposes of Section 265(b)(3) of the Code.

Bids should be addressed to and filed with the Office of the Clerk, c/o: Kermas Eaton, City Hall, 200 Forrest Street, Hattiesburg, Mississippi 39401, and should be plainly marked “Bid for Negotiable Note, Series 2024”, prior the date hereinabove fixed and set.

Further information may be obtained from the Office of the Clerk, City Hall, 200 Forrest Street, Hattiesburg, Mississippi 39401, telephone: (601) 545-4602 and the City’s Municipal Advisor, Government Consultants, Inc., 116 Village Boulevard, Madison, Mississippi, telephone: (601) 982-0005, attention: Mr. Nick Schorr.

AN OFFERING DOCUMENT WILL NOT BE PREPARED IN CONNECTION WITH THE SALE AND ISSUANCE OF THE NOTE.

The principal amount of the Note is being issued in denominations of \$100,000 or more and is being sold to a single purchaser who will have knowledge and experience in financial and business matters making it capable of evaluating the merits and risks of the prospective investment. The Note shall be sold to a purchaser without a view for distributing said Note. The purchaser of said Note shall be required to execute a certification at closing to the effect that the Note is being purchased for the account of the purchaser without the intent to distribute. Based on the foregoing, the Note will be exempt from the continuing disclosure requirements of SEC Rule 15c2-12. The City will not be responsible for the payment of the purchaser’s legal or administrative fees with respect to the Note and the City reserves the right to reject any and all bids.

Published by order of the Mayor and City Council of the City of Hattiesburg, Mississippi, on this the 5th day of November 2024.

/s/ Kermas Eaton
City Clerk, City of Hattiesburg

PUBLISH: November 7, 2024

SECTION 7. The Governing Body authorizes (a) the receipt of bids, at the office of the Clerk, in City Hall, located at 200 Forrest Street, Hattiesburg, Mississippi, until the hour of 3:00 o'clock p.m. on November 18, 2024, and (b) the Clerk, the CFO and the Municipal Advisor to publicly open and read the bids at the hour of 3:00 o'clock p.m. on November 18, 2024, for further presentation to the Governing Body at its regularly held meeting in City Hall, located at 200 Forrest Street, Hattiesburg, Mississippi, at the hour of 5:00 o'clock p.m. on November 19, 2024.

SECTION 8. Pursuant to the authority granted by the Act and the Registered Bond Act, being Section 31-21-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented (the "**Registered Bond Act**"), the Note shall be executed by the manual or facsimile signature of the Mayor of the City (the "**Mayor**") and the official seal of the City shall be affixed or lithographed or otherwise reproduced thereon, attested by the Clerk, and the Note shall be authenticated by the Paying and Transfer Agent. The Paying and Transfer Agent shall authenticate Note by executing the Paying and Transfer Agent's Certificate thereon and the Note shall only be valid until the Note has been duly executed by the Paying and Transfer Agent. Such certificate, when duly executed on behalf of the City, shall be conclusive evidence that the Note so authenticated has been duly authenticated and delivered. The validation certificate, for which provision is hereinafter made, to appear on the Note, shall be executed by the Clerk, and the said certificate may be executed by the manual or facsimile signature of the Clerk. The Note shall be delivered to the purchaser of the Note (the "**Purchaser**") upon payment of the purchase price therefore in accordance with the terms and conditions of their sale and award, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, sale, issuance and validation of the Note, and the final, unqualified approving opinion of Note Counsel. Prior to or simultaneously with the delivery by the Paying and Transfer Agent of the Note, the City shall file with the Paying and Transfer Agent: (a) a copy, certified by the Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, sale, issuance and validation of the Note; and (b) an authorization to the Paying and Transfer Agent, signed by the Mayor, to authenticate and deliver the Note to the Purchaser. At delivery, the Paying and Transfer Agent shall authenticate the Note and deliver it to the Purchaser upon payment of the purchase price of the Note to the City.

SECTION 9. The Governing Body hereby adopts, pursuant to the authority granted by the Act and the Registered Bond Act, the following conditions (the "**Conditions**") which are to apply to the transfer, exchange and replacement of the Note, and other similar matters.

**CONDITIONS AS TO THE ISSUANCE, TRANSFER,
EXCHANGE AND REPLACEMENT OF THE NOTE**

"Paying and Transfer Agent" as used in these Conditions means, the Clerk, designated by action of the Governing Body as the Paying and Transfer Agent with respect to the Note and whose duties and responsibilities shall be as further limited or set forth in the form of the Note.

The principal of the Note shall be payable at the Principal Office of the Paying and Transfer Agent, and payment of the interest on the Note shall be made by the Paying and Transfer Agent on each interest payment date to the person appearing on the registration books of the City (hereinafter provided for) as the registered owner thereof as of the close of business on the date which shall be the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding such interest payment date, by check or draft mailed to such registered owner at his

address as it appears on such registration books. Payment of the principal of the Note shall be made upon the presentation and surrender for cancellation of the Note as the same shall become due and payable.

The Note, upon surrender thereof at said Principal Office of the Paying and Transfer Agent with a written instrument of transfer satisfactory to such Paying and Transfer Agent duly executed by the registered owner or his authorized attorney, may be exchanged for a Note of like series, maturity and interest rate of any other authorized denominations.

So long as the Note shall remain outstanding, the City shall cause the Paying and Transfer Agent to maintain and keep, at its Principal Office, registration books for the registration and transfer of the Note, and, upon presentation thereof for such purpose at such Principal Office, the City shall cause the Paying and Transfer Agent to register or cause to be registered thereon, and permit to be transferred thereon, under such reasonable regulations as the Paying and Transfer Agent may prescribe, any Note. So long as the Note remains outstanding, the City shall make all necessary provisions to permit the exchange of the Note at the Principal Office of the Paying and Transfer Agent.

The Note shall be transferable only upon the registration books which shall be kept for that purpose at the Principal Office of the Paying and Transfer Agent for the City, by the registered owner thereof in person or his authorized attorney, upon surrender thereof, together with a written instrument of transfer satisfactory to the Paying and Transfer Agent, duly executed by the registered owner or his authorized attorney, and upon such transfer there shall be issued in the name of the transferee a new Note in registered form of the same series in the same aggregate principal amount and of like maturity and interest rate as the Note surrendered. The Note issued in connection with transfers shall be dated in the same manner provided above for the dating of the Note issued in connection with exchanges.

Neither the City nor the Paying and Transfer Agent shall be required (a) to exchange or transfer the Note for a period of fifteen (15) days next preceding an interest payment date on the Note or next preceding any selection of the Note to be redeemed or thereafter until the first mailing of any notice of redemption, or (b) to transfer or exchange the Note called for redemption.

The Note surrendered in any exchanges or transfers shall forthwith be canceled by the Paying and Transfer Agent and thereafter transmitted to the City.

Prior to the issuance or delivery of the Note, whether upon original issuance, transfer, exchange or replacement, the Paying and Transfer Agent shall manually execute the certificate of authentication provided thereon. No Note shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Paying and Transfer Agent. Such certificate of the Paying and Transfer Agent

upon any Note executed on behalf of the City shall be conclusive evidence that the Note so authenticated has been duly authenticated and delivered.

The Note bearing the facsimile signature of any person who shall have been the Mayor or Clerk at the time such Note were originally dated or delivered by the City shall bind the City notwithstanding the fact that he or she may have ceased to be such officer prior to the delivery of such Note or was not such officer at the date of such Note.

Except as otherwise required by law, if (a) any mutilated Note is surrendered to the Paying and Transfer Agent at its Principal Office, or the Paying and Transfer Agent receives evidence to its satisfaction of the destruction, loss or theft of any Note and (b) there is delivered to the Paying and Transfer Agent such security or indemnity as may be required by it to save harmless the City and the Paying and Transfer Agent, and as otherwise required by law, then, in the absence of notice to the Paying and Transfer Agent that such Note has been acquired by a bona fide purchaser as such term is defined in the Uniform Commercial Code as it is then in effect in the State of Mississippi, the Paying and Transfer Agent shall authenticate and deliver, in exchange for any such mutilated Note, or in lieu of any such destroyed, lost or stolen Note, a new Note of like tenor and principal amount, bearing a number not contemporaneously outstanding. The Paying and Transfer Agent shall thereupon cancel any Note so surrendered.

In case any mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Paying and Transfer Agent in its discretion may, instead of issuing a new Note, pay such Note.

Each new Note issued pursuant to this Section in lieu of any surrendered, destroyed, lost or stolen Note shall constitute an additional contractual obligation of the City and shall be entitled to all benefits equally and proportionately with any and all other Note duly issued. The Note shall be held and owed upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Note, and shall preclude (to the extent lawful) all other rights or remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Note or securities.

Notwithstanding the foregoing provisions of these Conditions, no Note shall be exchanged for another Note or be registered or transferred or issued or delivered by or on behalf of the City or the Paying and Transfer Agent pursuant to this Section at the request of a holder or owner of the Note, except upon payment to such Paying and Transfer Agent by or on behalf of such holder or owner of a charge sufficient to reimburse the City and such Paying and Transfer Agent for any tax, fee, or other governmental charge required to be paid with respect to the transaction.

The City and the Paying and Transfer Agent may treat and consider the person in whose name the Note shall be registered upon the registration books as herein provided as the holder and absolute owner

thereof, whether such Note shall be overdue or not, for the purpose of receiving payment of the principal thereof and interest thereon and for all other purposes whatsoever; provided, however, payment of, or on account of, the principal of and interest on such Note shall be made only to, or upon the order of, such registered owner, and such payment so made shall be valid and effective to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and neither the City nor any Paying and Transfer Agent shall be affected by any notice to the contrary.

SECTION 10. The City hereby covenants that it will not make any use of the proceeds of the Note or do or suffer any other action that would cause: (i) the Note to be "arbitrage bonds" as such term is defined in the Code, and the Regulations promulgated thereunder; (ii) the interest on the Note to be included in the gross income of the Registered Owners thereof for federal income taxation purposes; or (iii) the interest on the Note to be treated as an item of tax preference under Section 57(a)(5) of the Code.

SECTION 11. The City represents as follows:

(a) The City shall timely file with the Ogden, Utah Service Center of the Internal Revenue Service, such information report or reports as may be required by Section 148(f) and 149(e) of the Code;

(b) The City shall take no action that would cause the Note to be "federally guaranteed" within the meaning of Section 149(b) of the Code;

(c) The City shall take all necessary action to have the Note "registered" within the meaning of Section 149(a) of the Code; and

(d) The City will not employ any device or abusive transaction with respect to the investment of the proceeds of the Note.

SECTION 12. The interest on the Note is exempt from Federal income taxes under existing laws, regulations, rulings, and judicial decisions with such exceptions as shall be required by the Internal Revenue Code of 1986. Under existing law, interest on the Note is exempt from present taxes imposed by the State.

SECTION 13. The Mayor or the Clerk is hereby authorized to sign and file or cause to be filed a completed I.R.S. Form 8038-G "Information Return for Governmental Obligations" in connection with the Note as required by Section 149(e) of the Code.

SECTION 14. The Mayor or the Clerk is hereby authorized to execute a non-arbitrage certification in connection with the Note to comply with Section 148 of the Code.

SECTION 15. The form of the Note, the certificates to appear on the Note and the Certificate of Registration and Authentication shall be in substantially the form attached hereto as **EXHIBIT A**, and the Mayor and the Clerk be, and are hereby, authorized and directed to make such changes, insertions and omissions therein as may in their opinions be required prior to the issuance and delivery thereof.

SECTION 16. The City does NOT designate the Note as "qualified tax-exempt obligations" as defined in and for the purposes of Section 265(b)(3) of the Code.

SECTION 17. The interest on the Note is exempt from Federal income taxes under existing laws, regulations, rulings and judicial decisions with such exceptions as shall be required by the Code. Under existing law, interest on the Note is exempt from present taxes imposed by the State and any

county, municipality or other political subdivision of the State, except for inheritance, estate and transfer taxes.

SECTION 18. The principal amount of the Note is being issued in denominations of \$100,000 or more and is being sold to a single purchaser who will have knowledge and experience in financial and business matters making it capable of evaluating the merits and risks of the prospective investment. The Note shall be sold to a purchaser without a view for distributing said Note. The purchaser of said Note shall be required to execute a certification at closing to the effect that the Note is being purchased for the account of the purchaser without the intent to distribute. Based on the foregoing, the Note will be exempt from the continuing disclosure requirements of SEC Rule 15c2-12.

SECTION 19. The City reasonably expects that it will incur expenditures prior to the issuance of the Note, which it intends to reimburse with the proceeds of the Note upon the issuance thereof. This declaration of official intent to reimburse expenditures made prior to the issuance of the Note in anticipation of the issuance of the Note is made pursuant to the Reimbursement Regulations. The Project for which such expenditures are made is the same as described hereinabove. The maximum principal amount of debt expected to be issued for the Project is the amount hereinabove set forth.

SECTION 20. The Mayor, the Clerk and the other officers of the City are, and each of them acting alone is, hereby authorized and directed to take such actions and to execute such documents as may be necessary to effectuate the purposes of this resolution.

SECTION 21. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

SECTION 22. The Governing Body of the City hereby ratifies and approves the actions of the CFO and the Municipal Advisor in distributing to prospective bidders for the Note, and to other interested persons, such materials and information concerning the City as may be convenient to the public sale of the Note, including the form of the Bid Form, attached hereto as **EXHIBIT B**.

SECTION 23. The CFO is hereby authorized and directed to make all final determinations necessary in connection with (a) the publication of the Notice of Note Sale, including the date of sale, the dated date of the Note, the maturity schedule relating to the Note, the final aggregate principal amount of the Note, the redemption terms of the Note and any other terms thereof, and (b) the Bid Form; provided, however, that such determinations shall be subject to ratification by the Governing Body.

SECTION 24. That in order to prepare the necessary resolutions and documents for the sale and issuance of the Note it is in the best interest of the City to authorize the law firm of Butler Snow LLP, Ridgeland, Mississippi, as Note Counsel, Government Consultants Inc., Madison, Mississippi, as Municipal Advisor, and Moran M. Pope III, Hattiesburg, Mississippi, as Counsel to the City, to prepare and distribute such resolutions and documents necessary in order to facilitate the sale and issuance of the Note.

SECTION 25. The terms of employment for Note Counsel are set forth in the engagement letter (the "**Engagement Letter**") attached hereto as **EXHIBIT C**. All provisions of the Engagement Letter, when executed as hereinafter authorized, shall be incorporated herein, and shall be deemed to be part of this resolution fully and to the same extent as if separately set out verbatim herein. The form of the Engagement Letter and the execution thereof by the Mayor or the President of the Governing Body is hereby approved and authorized.

SECTION 26. The Government Consultants, Inc., Madison, Mississippi, is hereby selected to serve as the Municipal Advisor to the City in connection with the sale and issuance of the Note. The Mayor or the President of the Governing Body is hereby authorized and directed to execute and deliver the Independent Registered Municipal Advisor disclosure letter of the Municipal Advisor attached hereto as **EXHIBIT D**.

RESOLVED AND DONE, this 5th day of November 2024.

The above and foregoing resolution, after having been first reduced to writing, was seconded by _____ and was adopted by the following roll call vote, to wit:

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and this Resolution adopted this the 5th day of November 2024.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of November 2024.

/s/

CITY CLERK

MAYOR

**EXHIBIT A
FORM OF NOTE**

**THE SALE, ASSIGNMENT, REPLACEMENT OR TRANSFER
OF THIS NOTE IS SUBJECT TO THE RESTRICTIONS IMPOSED
THEREON BY THE WITHIN MENTIONED RESOLUTION**

**UNITED STATES OF AMERICA
CITY OF HATTIESBURG, MISSISSIPPI
NEGOTIABLE NOTE,
SERIES 2024**

NO. 1

\$4,000,000

RATE OF INTEREST

DATE OF ORIGINAL ISSUE

_____%

_____, 2024

REGISTERED OWNER:

PRINCIPAL AMOUNT: FOUR MILLION DOLLARS

The City of Hattiesburg, Mississippi (the "**City**"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above at the times and in the amount set forth below, the principal sum of

FOUR MILLION DOLLARS

with interest thereon from the date hereof at the rate of ____% per annum. Interest on the unpaid balance of the Note shall be payable annually on the anniversary date of the date of issuance (each an "**Interest Payment Date**") until the principal thereof shall have been paid, and the Note shall mature in principal installments on the anniversary date of the date of issuance in each of the years as follows:

<u>YEAR OF MATURITY</u>	<u>PRINCIPAL INSTALLMENT AMOUNT</u>
2025	\$800,000
2026	800,000
2027	800,000
2028	800,000
2029	800,000

Payments of principal and interest shall be payable by the City Clerk of the City of Hattiesburg, Mississippi, as paying agent (the "**Paying Agent**") for the Negotiable Note, Series 2024 of the City of Hattiesburg, Mississippi, dated _____, 2024 (the "**Note**"). Interest will be calculated using a 360-day year based on twelve 30-day months.

Payment of the principal amount of this Note shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by the City Clerk of the City of Hattiesburg, Mississippi, or its successor, as transfer agent for the Note (the "**Transfer Agent**"), as of the 15th day preceding the maturity date hereof, with the payment of the final principal amount to be made upon presentation and surrender of the Note at the principal office of the Paying Agent.

The City further promises to pay interest on such principal amount from the date of this Note or from the most recent Interest Payment Date to which interest has been paid at the rate of interest per annum set forth above, on the anniversary date of the date of issuance, until said principal sum is paid, to the Registered Owner hereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the 15th day preceding the applicable Interest Payment Date.

Payments of principal of and interest on this Note shall be made by check or draft mailed on the Interest Payment Date to such Registered Owner at its address as it appears on such registration records. The Registered Owner hereof may change such address by written notice to the Transfer Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Transfer Agent, such notice to be received by the Transfer Agent not later than the 15th day preceding the applicable principal or Interest Payment Date.

This Note is the only Note issued in the aggregate authorized principal amount of Four Million Dollars (\$4,000,000) to raise money for the purpose of providing funds for for any of, (i) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (ii) erecting, repairing, improving, adorning and equipping municipal buildings and purchasing buildings and land therefor; (iii) purchasing land for parks, cemeteries and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of swimming pools and other recreational facilities; (iv) purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; (v) erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; (vi) establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; (vii) protecting a municipality, its streets and sidewalks from overflow, caving banks and other like dangers; (viii) constructing bridges and culverts; (ix) purchasing machinery and equipment, including motor vehicles weighing not less than twelve thousand (12,000) pounds, which have an expected useful life in excess of ten (10) years which expected useful life shall exceed the life of the bonds financing such purchase; and (x) paying the costs of issuance for the Note and for other related purposes within the City, all as authorized by the Act.

This Note is issued pursuant to the authority of and in full compliance with Sections 17-21-51 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "**Note Act**"), Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "**City Act**") and together with the Note Act, the "**Act**"), and resolutions duly adopted by the Mayor and City Council of the City on November 5, 2024 and November 19, 2024 (collectively, the "**Resolution**"). This Note is subject to all terms and conditions of the Resolution. Terms not otherwise defined herein shall have the same meanings ascribed to them in the Resolution.

This Note shall be a general obligation of the City, and the full faith, credit and resources of the City are hereby irrevocably pledged for the payment of the principal of and interest on the Note. For the purposes of effectuating and providing for the payment of the principal of and interest on the Note, as the same shall respectively mature and accrue, there shall be levied a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of and the interest on the Note; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of

that year has transferred money to the Note Fund established for the Note, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Note due during the ensuing fiscal year of the City, including funds received from the tourism tax of the City. If necessary, said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to rate or amount. The avails of said tax shall be irrevocably pledged for the payment of the principal of and interest on the Note as the same shall mature and accrue. Should there be a failure in any year to comply with these requirements, such failure shall not impair the right of the Registered Owner of the Note in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Note, both as to principal and interest.

The Note is subject to redemption prior to maturity, at the option of the City, in whole or in part, at any time, at par, plus accrued interest to the date of redemption and without premium. Notice of each such redemption shall be mailed, postage prepaid, not less than two (2) business days prior to the redemption date, to the registered owner of the Note to be redeemed at the address appearing on the registration books of the City maintained by the Paying and Transfer Agent.

If this Note is redeemed in part, amounts paid in connection with such partial redemption shall be applied first to interest to the extent then accrued and the remainder shall be applied to principal installments due hereunder as determined by the Mayor and City Council of the City. In case this Note is to be redeemed in part only, the notice of redemption for this Note shall state the part or portion thereof to be redeemed.

Notice having been given in the manner and under the conditions hereinabove provided, this Note or portions thereof so called for redemption shall, on the date designated for redemption in such notice, become and be due and payable at the redemption price provided for redemption of this Note or portions thereof on such date. On the date so fixed for redemption, provided moneys for payment of the redemption price shall be held in separate accounts by the Paying and Transfer Agent in trust for the Registered Owner of this Note or portions thereof to be redeemed, interest on this Note or portions thereof so called for redemption shall cease to accrue, such Note or portions thereof shall cease to be entitled to any lien, benefit or security under the Resolution, and the Registered Owner of this Note or portions thereof shall have no right in respect thereof except to receive payment of the redemption price thereof.

If the date for payment of the principal of or interest on this Note shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the normal day of payment.

The Note is registered as to both principal and interest. The Note is to be issued or reissued in the denomination of \$100,000 or more.

This Note may be transferred or exchanged by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal office of the Paying and Transfer Agent, but only in the manner, subject to the limitations in the Resolution, and upon surrender and cancellation of this Note. Upon such transfer or exchange, a new note of like amount, tenor and maturity will be issued.

The City and the Paying and Transfer Agent may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Paying and Transfer Agent shall be affected by any notice to the contrary.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed precedent to and in the issuance of this Note exist, have happened and have been performed in regular and due form and time as required by the laws and the provisions of the Constitution of the State of Mississippi applicable thereto, and that the issuance of this Note does not violate any constitutional or statutory limitation or provision.

This Note shall bind the City and its successors and assigns, and the benefits hereof shall inure to the Registered Owner hereof and its successors and assigns.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Note, in order to make the same a legal and binding general obligation of the City, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law. For the performance in apt time and manner of every official act herein required, and for the prompt payment of this Note, both principal and interest, the full faith and credit of the City are hereby irrevocably pledged.

IN WITNESS WHEREOF, the City of Hattiesburg, Mississippi has issued this Note and has caused the same to be executed by the Mayor of the City and attested by the City Clerk of the City and its seal to be impressed hereon, all as of the _____ day of _____ 2024.

(SEAL)

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Mayor

ATTEST:

City Clerk

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This is the Note described in the within mentioned Resolution of the Mayor and City Council of the City of Hattiesburg, Mississippi.

CITY CLERK, as Paying and Transfer Agent

By _____
Authorized Signatory

Date of Registration and Authentication: _____, 2024

VALIDATION AND REGISTRATION CERTIFICATE

STATE OF MISSISSIPPI

COUNTY OF FORREST

I, Kermas Eaton, the City Clerk of the City of Hattiesburg, Mississippi, do hereby certify that the issuance of the within Note has been validated and confirmed by decree of the Chancery Court of Forrest County, Mississippi, rendered on the _____ day of _____ 2024 pursuant to the Act and that the within Note has been registered as an obligation of said City pursuant to law in a record kept in my office for that purpose.

(SEAL)

City Clerk, City of Hattiesburg, Mississippi

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

the within Note and does hereby irrevocably constitute and appoint _____ as registrar and transfer agent to transfer the within Note on the records kept for registration thereof with full power of substitution in the premises.

Signature guaranteed:

(Bank, Trust Company or Paying Agent)

(Authorized Officer

Date of Assignment: _____

Insert Social Security Number or other Tax
Identification Number of Assignee

NOTICE: The signature to this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Note in every particular, without any alteration whatever, and must be guaranteed by a commercial bank or trust company or a member of a national securities exchange who is a member of a Medallion Signature Guarantee Program.

EXHIBIT B

OFFICIAL BID FORM

For Approval on November 19, 2024

Mayor and City Council
c/o: Kermas Eaton, City Clerk
City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

Ladies and Gentlemen:

We hereby offer to pay \$_____ for the Four Million Dollars (\$4,000,000) principal amount of a Negotiable Note, Series 2024, to be dated the date of delivery thereof (the "**Note**"), of the City of Hattiesburg, Mississippi (the "**City**"), as described in the Note Resolution of the City, adopted November 5, 2024, (the "**Note Resolution**") bearing interest at an interest rate of _____% for the principal maturing in installments as follows:

<u>YEAR</u>	<u>AMOUNT</u>
2025	\$800,000
2026	800,000
2027	800,000
2028	800,000
2029	800,000

Based upon the interest rate specified above, we compute the gross interest cost¹ to the City to be \$_____, the net interest cost (deducting premium of \$_____, if any) to be \$_____ and the average annual net interest rate from the date of the Note to maturity to be _____%.

If there is any discrepancy as between the actual interest cost computed upon the rate of interest above specified and the interest cost or average rate hereinabove set forth, the interest rate above specified and the actual interest cost or average interest rate computed upon said rate shall prevail.

Bids should be addressed to the Mayor and City Council of the City of Hattiesburg, c/o Kermas Eaton, City Clerk of the City of Hattiesburg, at his address of City Hall, 200 Forrest Street, Hattiesburg, Mississippi 39401, and should be plainly marked "**Bid for Negotiable Note, Series 2024**", and should be filed with the City Clerk prior to 3:00 o'clock p.m. on November 18, 2024. The bid will be awarded at the meeting of the Mayor and City Council to be held at 5:00 o'clock p.m. on November 19, 2024.

This bid is submitted subject to all of the terms and conditions of said Note Resolution, which by reference is hereby made a part of this bid.

¹ For purposes of submitting this bid, please assume December 19, 2024, to be the dated date of the Note.

BIDDER:_____

BY:_____

TITLE:_____

ACCEPTANCE

The above bid is accepted by resolution of the Mayor and City Council of the City of Hattiesburg, Mississippi.

CITY OF HATTIESBURG, MISSISSIPPI

(SEAL)

BY:_____ **City Clerk**

EXHIBIT C

BUTLER SNOW LETTER



November 5, 2024

VIA EMAIL

Mayor and City Council
City of Hattiesburg, Mississippi
200 Forrest Street
Hattiesburg, Mississippi 39401

Re: \$4,000,000 City of Hattiesburg, Mississippi Negotiable Note, Series 2024 (the "Note")

Dear Mayor and City Council:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as note counsel to the City of Hattiesburg, Mississippi (the "City") in connection with the issuance of the above-referenced Note. We understand that the Note is being issued to raise money for the purpose of providing funds for any of, (i) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (ii) erecting, repairing, improving, adorning and equipping municipal buildings and purchasing buildings and land therefor; (iii) purchasing land for parks, cemeteries and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of swimming pools and other recreational facilities; (iv) purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; (v) erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; (vi) establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; (vii) protecting a municipality, its streets and sidewalks from overflow, caving banks and other like dangers; (viii) constructing bridges and culverts; (ix) purchasing machinery and equipment, including motor vehicles weighing not less than twelve thousand (12,000) pounds, which have an expected useful life in excess of ten (10) years which expected useful life shall exceed the life of the bonds financing such purchase; and (x) paying the costs of issuance for the Note and for other related purposes within the City, pursuant to Sections 17-21-51 *et seq.*, Mississippi Code of 1972, as amended and/or supplemented from time to time (the "Act"). The Note will be secured by the full faith and credit of the City as authorized by and provided in the Act.

SCOPE OF ENGAGEMENT

In connection with this engagement, we expect to perform the following duties:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Note Opinion") regarding the validity and binding effect of the Note, the source of payment

and security for the Note, and the excludability of interest on the Note from gross income for federal and State of Mississippi (the “**State**”) income tax purposes;

2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Note and coordinate the authorization and execution of such documents;

3. Assist the City in seeking from any other governmental authorities such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Note, except that we will not be responsible for any required Blue Sky filings;

4. Review legal issues relating to the structure of the Note issue;

5. Pursue validation proceedings under State law;

6. If applicable, assist the City in preparing the official statement (the “**Official Statement**”) and subject to satisfactory completion of our review, provide to the City written advice that in the course of our participation, no information has come to our attention that leads us to believe that the Official Statement, as of its date (except for financial statements, other statistical data, feasibility reports and statements of trends and forecasts and book-entry language contained in the Official Statement and its appendices, as to which we will express no opinion), contains any untrue statement of material fact or omits to state any material fact necessary to make the statements in the Official Statement, in light of the circumstances under which they were made, not misleading;

7. If necessary, assist the City in presenting information to bond or note rating organizations, if necessary, and providers of credit enhancement relating to legal issues affecting the issuance of the Note;

8. Prepare and review the notice of sale pertaining to the competitive sale of the Note; and

9. If applicable, draft the continuing disclosure undertaking of the City.

Our Note Opinion will be addressed to the City and will be delivered by us on the date of delivery of the Note. The Note Opinion will be based on facts and laws existing as of its date. In rendering our Note Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the City with applicable laws relating to the Note. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Note and its security. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard. In rendering our Note Opinion, we will expressly rely upon other counsel as to due authorization, execution and delivery of note documents executed by the City.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties under this engagement, without a separate engagement as may hereafter be agreed between the parties, do not include:

(a) Except as described in paragraph 6 above, assisting in the preparation or review of the Official Statement or any other disclosure document, if applicable, with respect to the Note, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the Official Statement or other disclosure document, if applicable, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading;

(b) Preparing request for tax rulings from the Internal Revenue Service ("IRS") or no action letters from the Securities and Exchange Commission ("SEC");

(c) If applicable, preparing Blue Sky or investment surveys with respect to the Note;

(d) Drafting State constitutional or legislative amendments;

(e) Pursuing test cases or other litigation, such as contested validation proceedings;

(f) Making an investigation or expressing any view as to the creditworthiness of the City or the Note;

(g) Except as described in paragraph 9 above and if applicable, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Note or, after closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking;

(h) Representing the City in IRS examinations or inquiries, or SEC investigations;

(i) After closing, providing continuing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Note will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Note). Although our present engagement does not include rebate analysis and post-issuance advice relating to the Note, we would like to discuss with you a separate engagement involving rebate and other post-issuance compliance matters for the Note and other bond issues or notes that you may have issued on various occasions. This includes the drafting of a formal debt management policy and post-issuance tax compliance policy;

(j) Giving and/or providing any financial advice or recommendations concerning the issuance of the Note as mandated by SEC rules; or

(k) Addressing any other matters not specifically set forth above that is not required to render our Note Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We understand that counsel to the City has been engaged by the City to assist with the issuance of the Note, particularly as to the authorization, execution and delivery of note documents. We assume that all other parties will retain such counsel, as they deem necessary and appropriate to represent their interest in this transaction. We further assume that all other parties understand that in this transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as note counsel are limited to those contracted for in this letter, and the City's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the City will not affect, however, our responsibility to render an objective Note Opinion.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Note. Nevertheless, subsequent to Closing, we will mail, if required, to the IRS the appropriate IRS Form 8038-G and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Note.

PROSPECTIVE CONSENT

As you are aware, Butler Snow represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions with the City. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Note. We do not believe that such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Note so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Note. Execution of this letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Note; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee will not exceed 1% of the principal amount of the Note, plus not to exceed \$1,500 for expenses such as travel costs, deliveries, copies, transcripts, telephone charges, filing fees, computer-assisted research and other expenses.

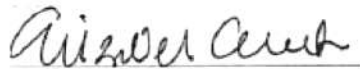
If the financing is not consummated, we understand and agree that we will not be paid for our time expended on your behalf but will be paid for client charges made or incurred on your behalf.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this engagement.

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

BUTLER SNOW LLP



Elizabeth Lambert Clark

Accepted and Approved:

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Mayor

Dated: _____

Authorized by Resolution of the Mayor and City Council dated November 5, 2024.

EXHIBIT D
MUNCIPAL ADVISOR LETTER

90082301.v1



GOVERNMENT CONSULTANTS, INC.

Consulting & Municipal Advisory Firm

116 Village Boulevard
Madison, Mississippi 39110

Telephone: (601) 982-0005
Facsimile: (601) 982-2448
Email: gcms@gc-ms.net

November 5, 2024

Mayor Barker and City Council
City of Hattiesburg, Mississippi
200 Forrest Street
Hattiesburg, Mississippi 39401

Re: City of Hattiesburg, Mississippi
Not to Exceed \$4,000,000 City of Hattiesburg, Mississippi Negotiable Note, Series 2024 (the "Note")
Disclosure and Engagement Letter (the "Letter")

Dear Mayor and City Council,

We are writing to provide certain disclosures to you as representative of the City of Hattiesburg, Mississippi (the "Issuer") as required by the Securities and Exchange Commission ("SEC") and Municipal Securities Rulemaking Board ("MSRB"). Government Consultants, Inc. ("GCI" or the "Municipal Advisor") is an Independent Registered Municipal Advisor and welcomes the opportunity to provide municipal advisory services to you relative to the issuance of the above referenced Note.

Disclosures Concerning our Role as Municipal Advisor

- (i) The Municipal Advisor has a fiduciary duty to you. This is different than an underwriter, if any, who only has an obligation to deal fairly with you. The underwriter, if any, has financial and other interests that differ from yours, unlike the Municipal Advisor who has no financial or other interests that differ from your own.
- (ii) We shall provide advice concerning the structure, timing, terms, sizing and other similar matters related to any potential note or debt issuance.
- (iii) We shall make a reasonable inquiry to the relevant facts that help determine which course of action best suits your interests. A reasonable analysis will be conducted to determine that all advice and/or recommendation(s), are not based on materially inaccurate or incomplete information.
- (iv) We shall evaluate possible material risks, benefits and alternatives related to the Note.
- (v) Our duties are limited to this transaction and the above-mentioned disclosures.

The MSRB provides a brochure covering information for municipal advisory client protections and appropriate regulatory authority contact information on the MSRB homepage at <http://www.msrb.org>.

Disclosure Concerning Conflicts of Interest and Other Information

MSRB Rule G-42 requires that GCI provide in writing any disclosures relating to actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in MSRB Rule G-42, if applicable. After reasonable due diligence by GCI, there are no known material conflicts of interest that may affect GCI's ability to serve as a municipal advisor to you. In accordance with MSRB Rule G-42, GCI will follow its fiduciary duty, that includes the duty of loyalty and the duty of care to the Issuer and to disclose our role and duties as a Municipal Advisor. Our primary obligation is to always act in your best interest. There are no other known material conflict(s) of interest at the time of engagement.

If any new or additional material conflict(s) of interest occurs after the delivery and execution of this Letter, GCI will disclose all new material conflict(s) of interest to the you.

Disclosure Concerning the Compensation

Our compensation for serving as municipal advisor will be contingent on the issuance of the Note and is based, in part, on the size of the note. We will negotiate with you as to compensation and will be paid upon closing of the transaction(s). The Municipal Advisor will abide by its fiduciary duty to you and provide unbiased and independent advice as required by the MSRB.

Disclosure of Information Regarding Legal Events and Disciplinary History

GCI recommends potential clients to undertake its own evaluation of GCI's regulatory history, professional qualifications, and other material issues. Such information, whether material or not, must be reported on Form MA and/or MA-I filed with the SEC. There are no recent changes made on any Form MA or Form MA-I, which are available and can be viewed on the SEC's EDGAR system website at <http://www.sec.gov/edgar/searchedgar/companysearch.html>.

Disclosure Relating to Issuing Notes

As with any issuance of debt, your obligation to pay principal and interest when due, will be a contractual obligation that will require that these payments be made no matter what budget restraints may be encountered. Your failure to pay principal and interest when due, could cause you to be in default. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer other debts at market rate levels.

Please be aware of the following basic aspects of the Note:

Fixed rate debt is an interest-bearing obligation that contains rates specified at closing and will not change while the note is outstanding. Maturity dates are fixed at the time of the closing and may include serial maturities (specified principal amounts are payable on the same date each year until final maturity) or a term maturity (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. Interest on fixed rate note is typically paid semiannually at a stated fixed rate or rates for each maturity.

General obligation debt is an obligation to which your full faith and credit is pledged to pay principal and interest. This pledge is in the form of a millage, without limitation, to be collected within your jurisdiction in order to provide for the timely payment of general obligation debt. If needed, you promise to collect the taxes and repay the debt to which this obligation is pledged.

Additionally, the Note will be offered as federally tax-exempt obligations. This requires that you comply with various Internal Revenue Service ("IRS") requirements and restrictions relating to how you use and invest the proceeds of the note issue, how you use any facilities constructed with the proceeds of the note issue and other restrictions throughout the term of the Note.

It is recommended that you consult with note counsel on such tax matters related to the issuance of the Note.

Disclosure Concerning the Term of Engagement

The Term of Engagement is effective on the execution date of the document that employed GCI as your appointed municipal advisor and ends upon the closing and delivery of the Note. The Engagement may be terminated with or without cause by either party. A written notice must be delivered to the other party, specifying the effective date of the termination.

Acknowledgement

We must seek your acknowledgement that you have received this Letter. Accordingly, please acknowledge receipt of this Letter on in the space provided below. If you are not authorized to execute this Letter, please notify GCI immediately so the correct individual may be contacted. Please let us know if you have any questions or concerns.

Sincerely,

Government Consultants, Inc.

BY: _____
Nick Schorr

RECEIPT ACKNOWLEDGEMENT

BY: _____
Signature

Toby Barker, Mayor, City of Hattiesburg, Mississippi
Authorized Representative's Name



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Kermas Eaton, City Clerk

cc:

Date: Tuesday, November 5, 2024

Re: Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Kohler Co, for a period not to exceed ten (10) years, commencing December 31, 2023, and ending December 31, 2033, with a true value of \$99,925,745.00 or the amount approved by The Mississippi Department of Revenue.
File Number: 2024-577
Minute Book #

Summary

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Kohler Co, for a period not to exceed ten (10) years, commencing December 31, 2023, and ending December 31, 2033, with a true value of \$99,925,745.00 or the amount approved by The Mississippi Department of Revenue.

Recommendation Statement

I recommend approval of this item.

Please place this on the November 5, 2024 City Council meeting for consideration.

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Kohler Company for exemption from ad valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES
TO WESTERN CONTAINER CORPORATION AS AUTHORIZED BY
SECTION 27-31-101 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Western Container Corp, on April 25, 2024, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Kohler Co, has produced written verification and documentation to this Council as to the authenticity and correctness of its application regarding the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its application do not constitute renovations or replacements of realty or personality in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit "A" to the Application filed with this Council (a copy of Exhibit "A" is attached to this Resolution and incorporated by reference); and that Kohler Co, is entitled to the exemption sought for a period of 10 years, all subject to approval and certification by the Mississippi Department of Revenue.

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

Section 1. That the application for Ad Valorem Tax Exemption by Western Container Corp, for a consecutive period of ten (10) years from December 31, 2023, through December 31, 2033, as allowed by Section 27-31-101, Mississippi Code of 1972 as amended, as shown, and described in Exhibit "A", be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Kohler Co is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit "A" for a period of ten (10) years, commencing on 31st day of December 2023, and ending on the 31st day of December 2033 with a total true value of \$99,925,745.00 or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and

one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the Mississippi Department of Revenue for its approval and certification; after receipt of certification from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Mississippi Department of Revenue and with the State Auditor's Office; and the Clerk of this Council shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that both the real and personal property as set forth in Exhibit "A" has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption periods only.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 5th. day of November 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 5th day of November, 2024.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

POSITION STATEMENT OF TAX ASSESSOR

Trade Name of Applicant: Kohler Co.

Location: 182 JM Tatum Industrial Dr **Parcel:** PPIN 8856

Type of Business: Manufacturing

Finished Products: Small Engines

State the Enumeration this Application Identifies with: 27-31-105

Has this Enterprise Enjoyed an Application Previously? Yes

Under any other Trade Name? No

Any Other Location? No

Under Any Other Ownership? No

Number of Jobs: _____ **Estimated Annual Payroll:** _____

EXEMPTION TO BE ON:

LAND: _____ **VALUE:** _____

IMPROVEMENTS: _____ **VALUE:** _____

PERSONAL PROPERTY:

FURN & FIX.	VALUE:	<u>\$200,171.00</u>
MACH & EQUIP.	VALUE:	<u>\$34,532,565.00</u>
INVENTORY	VALUE:	_____
RAW MATERIALS	VALUE:	<u>\$53,338,220.00</u>
WORK IN PROGRESS	VALUE:	<u>\$11,854,789.00</u>

Personal Property Total: \$99,925,745.00

Exemption Total Value: \$99,925,745.00

LAND AND IMPROVEMENTS:

Owner of Land: Forrest County Industrial Park Comm

Owner of Improvements: Kohler Co.

Date of Improvements: _____ **Completed:** _____ **Expanded:** 12/31/2023

Any Prior Exemption: No

Years of Exemption Applied for: 1/1/2024 **Through:** 12/31/2033

Applicant's Representative: Rick Marcus **Phone:** 920-698-2840

Address: 182 JM Tatum Industrial Dr

**APPLICATION OF KOHLER CO.
FOR EXEMPTION FROM AD VALOREM TAXES FOR
A PERIOD OF TEN YEARS AS AUTHORIZED
BY SECTION 27-31-101, et seq., OF THE
MISSISSIPPI CODE OF 1972, AS AMENDED**

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI:

1. Kohler Co. (“**Kohler**”) files this its application in triplicate for exemption from ad valorem taxation, and respectfully represents unto this Honorable Council as follows:

2. Applicant, Kohler, is a Wisconsin corporation, domiciled in Kohler, Wisconsin, qualified to do business in Mississippi, with manufacturing operations in the City of Hattiesburg, Forrest County, Mississippi.

3. Kohler is now operating as a small horsepower engine manufacturing industry within the City of Hattiesburg, Forrest County, Mississippi. Applicant is a bona fide manufacturing enterprise of public utility within the meaning of Section 27-31-101, et seq., and related sections of the Mississippi Code of 1972, as amended, and is eligible for the exemption granted by the above-mentioned section by specific enumeration, namely as a manufacturing enterprise which has made additions to or expansions of its facilities or properties or has replaced equipment used in connection with or necessary to the operation of its enterprise within the meaning of Section 27-31-105 of the Mississippi Code of 1972, as amended.

4. That the additions, expansions and/or replacement of equipment of the enterprise were completed during the calendar year ending December 31, 2023, within the meaning of the applicable statutes of the State of Mississippi, and, therefore, the exemption hereby claimed should commence on December 31, 2023.

5. That said exemption of the property described in “Exhibit A” should be granted for a period of ten (10) years from said date of completion.

6. That the true value of all property to be exempted is \$99,925,745.00 as shown in an itemized list attached hereto as “Exhibit A” and made a part hereof.

PRAYER

WHEREFORE, Applicant prays that this Council enter a finding that Kohler is in fact a manufacturing enterprise of public utility which has made additions to or expansions of its facilities or properties or has replaced equipment used in connection with or necessary to the operation of its enterprise, and that the additions, expansions and/or replacement of equipment were completed during the calendar year ending December 31, 2023, within the meaning of the applicable laws of Mississippi; and

That Applicant be granted an exemption from ad valorem taxation, except State and School District ad valorem taxation, as provided by law, for a period of ten (10) years beginning on the 31st day of December, 2023, and ending on the 31st day of December, 2033, upon all of the property described in “Exhibit A” attached hereto and made a part hereof, used in, or necessary to the manufacturing operations of Kohler in the City of Hattiesburg, Forrest County, Mississippi; and

That this Council approve this Application by an order or resolution spread upon its minutes, declaring that such property is exempt from all ad valorem taxation, except State and School District ad valorem taxation, for a period of ten (10) years and forward the original and three certified copies of this Application and a certified transcript of such approval to the Mississippi Department of Revenue, and, upon approval of such Application by the said Mississippi Department of Revenue and certification of its approval, enter a final order on its minutes granting the exemption herein prayed.

Respectfully submitted, this the 25th day of April, 2024.

KOHLER CO.
Applicant

By: Edward J. Devine
Name: Edward J. Devine
Title: Vice President-Taxation, Kohler Co.

STATE OF WISCONSIN

COUNTY OF SHEBOYGAN

Personally appeared before me, the undersigned authority, Edward J. Devine, known to me to be the Vice President-Taxation, Kohler Co., who being first duly sworn upon his oath says the facts stated in the foregoing Application for Exemption from Ad Valorem Taxes are true and correct.

GIVEN under my hand and seal of office, this the 25th day of April, 2024.

Kalen Eirich
NOTARY PUBLIC

My Commission Expires:

02/10/2027

Document prepared by:
Stephen M. Wilson
BRADLEY ARANT BOULT CUMMINGS LLP
188 E. Capitol Street, Suite 1000
Jackson, MS 39201
MS Bar No. 9058



EXHIBIT A
Itemized List of Property to be Abated

See attached.

[illegible]

[illegible]

DATE ACQUIRED	DESCRIPTION	COST
2023	Latitude 5430	1,075
2023	Latitude 5430	1,075
2023	Latitude 5430	1,075
2023	Latitude 5430	1,075
2023	Latitude 5430	1,075
2023	Latitude 5430	1,075
2023	Latitude 5430	1,075
2023	Latitude 5430	1,075
2023	Latitude 5430	1,075
2023	Latitude 5430	1,086
2023	Latitude 5430	1,086
2023	Latitude 5430	1,086
2023	Latitude 5430	1,086
2023	Latitude 5430 - 7PL9JR3	1,086
2023	LATITUDE 5490	917
2023	LATITUDE 7390 2-IN-1	1,125
2023	LATITUDE 7420 2-IN-1	1,324
2023	LATITUDE 7420 2-IN-1	1,324
2023	LATITUDE 7420 2-IN-1	1,324
2023	LATITUDE 7420 2-IN-1	1,408
2023	LATITUDE 7420 2-IN-1	1,408
2023	LATITUDE 7420 2-IN-1	1,408
2023	LATITUDE 7420 2-IN-1	1,408
2023	LATITUDE 7420 2-IN-1	1,408
2023	LATITUDE 7420 2-IN-1	1,408
2023	Latitude 7430 - 2-in-1	1,366
2023	Latitude 7430 - 2-in-1	1,366
2023	Latitude 7430 - 2-in-1	1,366
2023	Network IDF 16 - Sui	18,477
2023	Network IDF 18 - HB	19,742
2023	Network IDF 19 - Hig	4,060
2023	Network IDF 19 - Hig	9,987
2023	Network IDF 20 - Hig	8,120
2023	Network IDF 20 - Hig	19,974
2023	Network IDF 21 - Hig	8,120
2023	Network IDF 21 - Hig	19,974
2023	Network IDF 22 - Hig	4,060
2023	Network IDF 22 - Hig	9,987
2023	Network IDF 23 - Hig	8,120
2023	Network IDF 23 - Hig	19,974
2023	OptiPlex 5000 Micro	948
2023	OptiPlex 5000 Micro	948
2023	OptiPlex 5000 Micro	948
2023	OptiPlex 5000 Micro	948
2023	OptiPlex 5000 Micro	948
2023	OptiPlex 5000 Micro	948
2023	OptiPlex 5000 Micro	948
2023	OptiPlex 5000 Micro	948
2023	OptiPlex 5000 Micro	948
2023	OptiPlex 5000 Micro	948
2023	OptiPlex 5000 Micro	948
2023	OptiPlex 5000 SFF	717
2023	OPTIPLEX 5000 SFF - VALS CONFIGURATION	780
2023	OPTIPLEX 5000 SFF - VALS CONFIGURATION	780
2023	OPTIPLEX 5060	648
2023	OPTIPLEX 5070 SFF	741
2023	OptiPlex 5090 Micro	1,002
2023	OptiPlex 5090 Micro	1,002
2023	OptiPlex 5090 Micro #1	1,338
2023	OptiPlex 5090 Micro #2	1,338
2023	Optiplex 5090 SFF	722
2023	Optiplex 5090 SFF	722
2023	OPTIPLEX 5090 SFF	767
2023	OPTIPLEX 5090 SFF	767
2023	OPTIPLEX 5090 SFF	767
2023	OPTIPLEX 5090 SFF	767
2023	OPTIPLEX 5090 SFF	767
2023	OPTIPLEX 5090 SFF	767
2023	OPTIPLEX 5090 SFF	767
2023	OPTIPLEX 5090 SFF	767
2023	OPTIPLEX 5090 SFF	767
2023	OPTIPLEX 5090 SFF	767
2023	OPTIPLEX 5090 SFF	767
2023	OPTIPLEX 5090 SFF	767
2023	OPTIPLEX 5090 SFF	767
2023	OptiPlex SFF	712
2023	OptiPlex SFF	712
2023	OptiPlex SFF	712
2023	OptiPlex SFF	712
2023	OptiPlex SFF	712

DATE ACQUIRED	DESCRIPTION	COST
2023	OptiPlex SFF	712
2023	OptiPlex SFF	712
2023	OptiPlex SFF	712
2023	OptiPlex SFF	712
2023	OptiPlex SFF	712
2023	OptiPlex SFF	712
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2023	OptiPlex SFF	712
2023	OptiPlex SFF	712
2023	OptiPlex SFF	712
2023	OptiPlex SFF	712
2023	OptiPlex SFF	712
2023	Server	18,985
2023	SURFACE PRO (5TH GEN)	903
2023	VxRail Server	167,796
2023	ZEBRA PRINTER ZT620-502509	11,558
TOTAL COMPUTER EQUIPMENT		1,146,802
MACHINERY & EQUIPMENT		
2023	125- SMALL CONTAINERS	49,811
2023	250- LARGE CONTAINERS	128,213
2023	MAKINO A40 HMC-CLOSURE PLATES+CONT	16,275
2023	42- METAL LOUVER TOTES	2,734
2023	INSPECTION EQUIPMENT SYSTEM-EK	97,700
2023	CARGILL AUTOMATION CELL SYSTEM	46,911
2023	2017 GTB 2060 GATOR TAIL BOAT	23,505
2023	(2)PROBE SYSTEM F/3728 & 3729 MAKINO HMC #1	17,079
2023	(2)PROBE SYSTEM F/3728 & 3729 MAKINO HMC #2	17,079
2023	999 CYLINDER HEAD LASER MARKER	125,807
2023	999 HORZ OIL PICK UP TUBE	9,335
2023	CARGILL AUTOMATION CELL SYSTEM	5,880
2023	(12) SPC-P2925Q-KIT BATTERY CLUTCH TOOL	11,844
2023	(13) TAS-101719 Stack Light	7,999
2023	(14) BP-T50D Battery Pulse Tool	23,990
2023	(14) READER, BADGE, PCPROX PLUS ENROLL BLACK	6,893
2023	(2) ATE400 Table w/o shelves	6,472
2023	(2) BP-T60D Battery Pulse Tool	3,427
2023	(28) EYOL82B Pulse Tool Battery Charger	2,476
2023	(39) EYFB41B SPARE BATTERY FOR T60 AND T70	4,917
2023	(5) BP-T40D Battery Pulse Tool	8,568
2023	(5) UBX-T70 BATTERY PULSE TOOL	10,135
2023	31299 FRL Assembly	3,345
2023	500 LB Capacity Jib Crane	20,810
2023	AEN4C12022B System (Battery Cables)	11,362
2023	AEN4C12022B System (vibramounts)	22,724
2023	AEN4C22024B System (Overbolts)	12,516
2023	AEP4A12018BV System (Wiring Leads)	11,910
2023	AEP4A22035BV System (Muffler)	12,139
2023	Asco 40kW Load Bank - SN2257815	26,009
2023	Asco 40kW Load Bank - SN2257816	26,009
2023	Asco 40kW Load Bank - SN2257817	26,009
2023	Asco 40kW Load Bank - SN2257818	26,009
2023	Asco 40kW Load Bank - SN2257819	26,009
2023	Asco 40kW Load Bank - SN2257820	26,009
2023	Asco 40kW Load Bank - SN2257821	26,009
2023	Asco 40kW Load Bank - SN2257822	26,009
2023	Asco 40kW Load Bank - SN2257823	26,009
2023	Asco 40kW Load Bank - SN2257824	26,009
2023	Asco 40kW Load Bank - SN2345377	22,199
2023	Asco 40kW Load Bank - SN2345378	22,199
2023	Asco 40kW Load Bank - SN2345379	22,199
2023	Asco 40kW Load Bank - SN2345380	22,199
2023	Huff Tech Main Electrical Panel - AC	25,254
2023	Huff Tech Main Electrical Panel - DC	25,254
2023	IAC4EGV-T Controller	4,844
2023	Test Stands	297,413
2023	UA-1300AMC System (Through Bolt)	16,044
2023	UA-400AMC System (Ground strap to bulk)	14,997
2023	UA-400AMC System (Strawberries)	14,997
2023	UA-40SMC Pneumatic Pulse Tool	5,977
2023	UA-40SMC System (Strawberries)	14,997
2023	UA-600AMC System (Battery Cables to Eng)	13,992
2023	UA-900AMC System (Adapter Plate)	15,745
2023	UA-900AMC System (GROUND STRAP)	15,745
2023	UAT-70S INLINE AIR TOOL	2,274
2023	62 081 42-OIL PUMP MACHINE FIXTURE	71,792
2023	(2) CRANKCASES MACHINING FIXTURES	47,650
2023	(2) CRANKCASES MACHINING FIXTURES	47,650
2023	125 -SMALL CONTAINERS	75,808
2023	510 -LARGE CONTAINERS	296,509
2023	77 -TOTES	6,049
2023	CAM LASER MARKER	19,979
2023	DUNNAGE-MACH#3	(1,320)
2023	RESI AIR COOLED FUEL REGULATOR	35,604
2023	(3)FIXTURE F/A61 CRANKCASE MACHINING	55,694
2023	(3)FIXTURE F/A61 CRANKCASE MACHINING	55,694
2023	(3)FIXTURE F/A61 CRANKCASE MACHINING	55,694
2023	(120) Stacked Breakroom Chairs	6,000

DATE ACQUIRED	DESCRIPTION	COST
2023	(60) Breakroom Tables	9,901
2023	1,000 LB Close-Lift Hydraulic Crane	3,511
2023	Blue Steel Lockers	10,763
2023	MAKINO A40 HMC-CLOSURE PLATES+CONT	365,892
2023	WASHER F/CLOSURE PLATE MACHINING	278,900
2023	MAKINO A40-#3-CMT CP MACHINING	370,633
2023	GEAR PRESS-NEW FLEX CRANKLINE	220,475
2023	WASHER-NEW FLEX CRANKLINE	332,303
2023	(2)JIB CRANES F/KPS BIG BLOCK	11,097
2023	(2)JIB CRANES F/KPS BIG BLOCK	11,097
2023	(5)SETS OF A FIXTURES-CMT CC MACHINING	32,829
2023	(5)SETS OF A FIXTURES-CMT CC MACHINING	32,829
2023	(5)SETS OF A FIXTURES-CMT CC MACHINING	32,829
2023	(5)SETS OF A FIXTURES-CMT CC MACHINING	32,829
2023	(5)SETS OF A FIXTURES-CMT CC MACHINING	32,829
2023	(5)SETS OF A&B FIXTURES-999CC CKC MACH	50,364
2023	(5)SETS OF A&B FIXTURES-999CC CKC MACH	50,364
2023	(5)SETS OF A&B FIXTURES-999CC CKC MACH	50,364
2023	(5)SETS OF A&B FIXTURES-999CC CKC MACH	50,364
2023	(6)PHYSICAL COMP F/TEST STAND-CH740/1000	794,364
2023	A&B FIXTURES-CMT CP MACH/CONTINGENCY	119,982
2023	AUTO FILL STATION F/KPS FLEX LINE	12,732
2023	AUTOMATIC EXTERNAL DEFIBRILLATOR	15,950
2023	BASIC AED CABINET WITH ALARM	2,200
2023	BLOWER HOUSING PRESS & FEEDER LINE	(109)
2023	CASE HEAD STUD SYSTEM REBUILD	176,082
2023	CH747 BLOWER HOUSING PRESS	57,278
2023	CLOSURE PLATE PRESS-FLEX LINE	3,766
2023	CLOSURE PLATE SPUR LINE-FLEX LINE	80,015
2023	CONCREAT FLOOR WORK	7,058
2023	CONROD DISASSEMBLY MACHINE F/CMT ASSY	101,026
2023	CONVEYOR SYSTEM-FLEX LINE	38,626
2023	CONVEYOR SYSTEM-FLEX LINE	1,827,783
2023	CRANCASE SPUR LINE-FLEX LINE	54,214
2023	CRANK DROP STATION-CH1000-KPS FLEX LINE	28,205
2023	CRANKCASE LEAK TESTER	134,583
2023	CRANKCASE RTV ROBOT-FLEX LINE	186,922
2023	DC ELECTRIC FASTENING SYSTEM + CONT.	51,304
2023	DC TOOL-PLUG IN THE SIDE CASE F/CMT ASSY	15,338
2023	ENG.PRODUCTION TESTING PROGRAM-CH1000	174,037
2023	ENGINE FLIPPER	208,634
2023	ENGINE STAND-UP MACHINE	194,908
2023	FLOW TESTER FOR EXISTING CRANKLINE	71,828
2023	FLYWHEEL TORQUE MACHINE	181,056
2023	FUEL PUMP MODULE DC TOOL F/CMT ASSY	15,077
2023	GEAR PRESS-NEW FLEX CRANKLINE	1,198
2023	GRINDING WHEELS-7000 CRANK CONVERSION	1,325
2023	HEAD SPUR SUB-ASSY STATION	11,377
2023	HORN, ROUND GAUGE	2,063
2023	KEEPER PRESS F/CMT ASSY	20,439
2023	LAPPER-NEW FLEX CRANKLINE	932,009
2023	LINE SIDE MATERIAL STORAGE SHELFs	199,242
2023	Load Bank Controls	1,972
2023	MAKINO A40-#4-999CC CP MACHINING	330,270
2023	OIL & GAS RUNS F/KPS FLEX LINE	56,545
2023	OIL PAN LEAK TESTER DC TOOL F/CMT ASSY	5,327
2023	OIL SEA/GOV SHAFT MACHINE F/CMT ASSY	34,401
2023	PALLET WASHER F/CMT ASSY	1,781
2023	PALLETS PLUS CONTINGENCY-FLEX LINE	569,776
2023	POWER DISTRIBUTION UNIT F/KPS BIG BLOCK	303,716
2023	RBE NEW SAMSCO EVAPORTOR + C	102,664
2023	SHROUD CACKING GAUGE	7,937
2023	Torque Testing Station	(109,928)
2023	TORQUE TURN	160,390
2023	VMC DRILL OIL HOLE 1-FLEX CRANKLINE	370,130
2023	WASHER-NEW FLEX CRANKLINE	10,519
2023	AUTO LUBE STATION 2 F/CMT ASSY	99,384
2023	BATTERY TOOLS F/CMT ASSY	11,724
2023	CONTROLS SYSTEM F/CMT ASSY	111,309
2023	MATERIAL RACKING F/CMT ASSY	101,421
2023	CH1000 CYLINDER HEAD TORQUE MACHINE	44,147
2023	NAME PALLET SCANNER-KPS FLEX LINE	3,377
2023	PALLET WASHER SYSTEM-KPS FLEX LINE	287,833
2023	REPAIR LOOPS-KPS FLEX LINE	82,627
2023	SAFETY ERGO MATS-KPS FLEX LINE	25,922
2023	TECHNICIAN REPAIR STATION-KPS FLEX LINE	43,424
2023	TIMMING CAMERA-KPS FLEX LINE	14,739
2023	TWIN LINE ASSY LIFT GATE	9,752
2023	VALVE COVER MACHINE F/CONSUMER TWIN LINE	290,798
2023	Activator Spraying System	5,350
2023	Control Panel Hardware	12,840
2023	Large film roller	18,190
2023	(2)VMC'S-OIL HOLE DRILLING-E/CRANKLINE	299,499
2023	(2)VMC'S-OIL HOLE DRILLING-E/CRANKLINE	299,499
2023	(323)STEEL ENGINEERING SHIPPING PALLETS	375,689
2023	CLOSURE PLATE MAKINO CENTER+C	142,579
2023	OIL FILTER SUB	54,294
2023	SET OF FIXTURES- CMT CRANKCASE	148,032
2023	VMC-KEYWAY/DRILL/TAP-FLEX CRANKLINE	366,739
2023	(8)SETS OF B FIXTURES-CMT CC MACHINING	38,804

DATE ACQUIRED	DESCRIPTION	COST
2023	FILLET ROLLER-NEW FLEX CRANKLINE	680,532
2023	PRESSURE DECAY LEAK TEST MACH-999CC CKC	295,488
2023	VMC-FACE CENTER-FLEX CRANKLINE	1,116,354
2023	CLOSURE PLATE SUB-ASSY STATION-BIG BLOCK	428,237
2023	CRACKCASE SUB-ASSY STATION-KPS BIG BLOCK	480,527
2023	CRANKCASE PRESS F/CMT ASSY	242,030
2023	CRANKCASE PRESS-FLEX LINE	204,223
2023	OIL FILTER SUB DUNNAGE	59,820
2023	WAREHOUSE RACKING	518,744
2023	WASHER F/CRANKCASE MACHINING	153,475
2023	(40)SHIPPING PALLETS F/CMT ASSY	113,584
2023	AVL 1 F/KT-ZT ASSY	67,847
2023	AVL 2 F/KT-ZT ASSY	66,970
2023	BREATHING RTV F KT-ZT ASSY	15,569
2023	GOV SHAFT IN CASE SUB	27,108
2023	Nordson Colormax Powder Booth Paint Syst	90,693
2023	(2)B.A. FAN F/KPS BIG BLOCK & CONTINGENCY	20,985
2023	(33)DC ELECTRIC FASTEN SYSTEM-KPS BB	91,902
2023	AUTO LUBE MACH-KPS BIG BLOCK	69,327
2023	AUTO OIL FILL	15,517
2023	CAM LUBE MACH-KPS BIG BLOCK	107,825
2023	CARB. SUB-ASSY STATION-KPS BIG BLOCK	404,745
2023	CLOSURE PLATE DUNNAGE CH1000 F/BIG BLOCK	56,136
2023	CLOSURE PLATE TORQUE-KPS BIG BLOCK	404,959
2023	CONROD DISASSY MACH-KPS BIG BLOCK	95,780
2023	CONVEYOR ADDITIONS/LL & LZSU	63,000
2023	CONVEYOR SYSTEM-BIG BLOCK	54,723
2023	CONVEYOR SYSTEM-BIG BLOCK	1,834,986
2023	CRANKCASE LEAK TESTER-KPS BIG BLOCK	102,113
2023	CRANKSHAFT LOAD ROBOT	88,955
2023	CYLINDER HEAD TORQUE-KPS BIG BLOCK	292,841
2023	ENGINE FLIPPER F/KPS BIG BLOCK	163,772
2023	ENGINE STAND-UP MACHINE F/KPS BIG BLOCK	191,050
2023	FIXED GUARD DC TOOL F/CMT ASSY	14,614
2023	FLOOR WORK F/KPS BIG BLOCK	76,638
2023	FLYWHEEL TORQUE-KPS BIG BLOCK	4,316
2023	IT INFRASTRUCTURE F/KPS BIG BLOCK	48,112
2023	LINE SIDE MATERIAL STORAGE-KPS BIG BLOCK	39,234
2023	OIL & GAS RUNS F/KPS BIG BLOCK	38,619
2023	OIL COOLER INSTAL. DC TOOL F/CMT ASSY	16,017
2023	OIL FILL STATION-BIG BLOCK	178,684
2023	OIL RES. TORQUE-KPS BIG BLOCK	290,981
2023	OSU DC TOOL F/CMT ASSY	52,822
2023	PALLET WASHER SYSTEM-KPS BIG BLOCK	274,492
2023	PALLETS - BIG BLOCK	520,371
2023	PART ALIGNMENT/FASTENING AID	98,326
2023	PHYSICAL CONVEYOR F/10 TEST STAND-CH1000	5,144
2023	PHYSICAL CONVEYOR F/10 TEST STAND-CH1000	1,114,166
2023	PISTON MACHINE-KPS BIG BLOCK	74,171
2023	PLASTIC VALVE COVER 2 DC TOOL F/CMT ASSY	21,704
2023	ROCKER PADDLE HEAD1 FIXTURE F/CMT ASSY	6,857
2023	STANDARD TORQUE TO TURN-KPS BB	4,316
2023	TEST STAND 1-5 F/CMT ASSY	27,261
2023	TORQUE TO TURN MACHINE F/CMT ASSY	17,255
2023	HEAD VERIFICATION CAMERA(2)-502565 #1	43,459
2023	HEAD VERIFICATION CAMERA(2)-502565 #2	43,459
2023	PISTON VERIFICATION CAMERAS(2)-502565 #1	38,027
2023	PISTON VERIFICATION CAMERAS(2)-502565 #2	38,027
2023	Load Bank Controls	166,239
2023	Alternator Install Easy Am	21,073
2023	ENERGY STORAGE BATTERY FOR TEST CELL	28,588
2023	Feet Assembler 9000 - 26kW NPD	6,758
2023	OIL AUTO FILL	7,390
2023	LEAK TESTER-7000 CRANK CONVERSION	108,984
2023	VALVE COVER PRESS-KPS FLEX LINE	48,747
2023	E-coating racks	6,300
2023	REPURPOSE EK OIL PAN LEAK TESTER-CP MACH	33,955
2023	FLEX LINE ASSY LIFT GATE	22,933
2023	TEST CELL EQUIPMENT/CONTROLS Bank Loads	400,493
2023	Robot Reinstatement with a new 3D Camera	93,698
2023	MAKINO A40-#5-999CC CP MACHINING	155,131
2023	MAKINO A40-#5-999CC CP MACHINING	155,131
2023	MHMAX PACKAGE F/EXISTING MAKINO CENTER	88,800
2023	MHMAX PACKAGE F/EXISTING MAKINO CENTER	88,800
2023	AIR CLEANER BASE/COVER MAT-MGNT-502565	2,927
2023	CONTROLS/PROGRAMMING- MAIN LINE line	92,131
2023	Crankcase sub press upgrades	80,802
2023	Crankcase sub press upgrades	80,802
2023	Oil Level Sensor DC Tools	101,149
2023	UTILITIES DISTRIBUTION	18,072
2023	MIXER SUB CELL UPDATES	22,702
2023	MIXER SUB CELL UPDATES	22,702
2023	MIXER SUB CELL UPDATES	22,702
2023	MIXER SUB CELL UPDATES	22,702
2023	MIXER SUB CELL UPDATES	22,702
2023	MIXER SUB CELL UPDATES	22,702
2023	Stepper Motor Dunnage	145,541
2023	Leak Test Retro for EL-1	103,241
TOTAL MACHINERY & EQUIPMENT		28,696,381
FURNITURE & FIXTURES		

DATE ACQUIRED	DESCRIPTION	COST
2023	(1) Zebra 220Xi4 Printers	4,573
2023	(2) Zebra ZT411 Printer	2,166
2023	(9) Zebra MC3300-G Wireless Scanner	18,059
2023	Cisco Catalyst 3850 Series Switches -network modul	(6,786)
2023	IT INFRASTRUCTURE SYSTEM	515
2023	Samsung S22R350FHN - SR350 Series - LED	3,131
2023	ZEBRA PRINTER	(1,898)
2023	(2)ZEBRA PRINTER-KPS FLEX LINE	9,450
2023	(2)ZEBRA PRINTER-KPS FLEX LINE	9,450
2023	(3)ZEBRA PRINTER-KPS BIG BLOCK	5,009
2023	(3)ZEBRA PRINTER-KPS BIG BLOCK	5,009
2023	(3)ZEBRA PRINTER-KPS BIG BLOCK	5,009
2023	Mobile Cart & Surface Hub 2S	24,623
2023	MISCELLANEOUS MATERIALS (RACKS/BENCHES), Tables	107,825
2023	Regulator Fixture - 26kW NPD	14,036
TOTAL FURNITURE & FIXTURES		200,171
MACHINE TOOLING		
2023	Plumbing - Tooling	2,354
2023	Software Coding toolings	3,210
2023	62 011 06-CAMSHAFT TOOL	6,200
2023	ALTERNATOR FAN SPACER MACHINED CASTING	6,225
2023	62 068 XX-MUFFLER W/HEAT SHIELD TOOLING	9,800
2023	62 313 08-GROMMET/62 326 06-HOSE-TOOLING	11,350
2023	GM110075 BRACKET TOOLING	13,400
2023	POWER DISTRIBUTION STATION	14,286
2023	(2)VMC'S-AUTOMATION-TOPSIDE-CMT FLYWHEEL	14,686
2023	62 013 07 CRANSHAFT TOOLING	15,431
2023	GM118096 - Alternator Scroll Cover	17,408
2023	62 011 06-CAMSHAFT TOOLING	18,898
2023	(185) PALLETS F/CMT ASSY	22,196
2023	Tooling for GM108095 - Alternator Scroll	40,090
2023	62-series AC Base weld tool	55,500
2023	POWER DROPS F/NEW EQUIPM. F/CMT ASSY	60,441
2023	ALTERNATOR AIR INTAKE DUCT	74,378
2023	MODIFYING CURRENT TOOLS FOR NEW ALT AIR	81,064
2023	STEEL CONTROLLER MOUNT	92,589
2023	EES TOOLING	101,321
2023	12X12 FIRE BREAK FOR LEFT PANEL	165,738
2023	ALTERNATOR ADAPTATION AND FIXTURING	171,059
2023	NEW SHARK FIN HEAT SHIELD	241,786
2023	UPDATE FOR INNER FRAME	254,015
2023	STEEL TROUGH	330,130
2023	(2) CAMSHAFT MACHINING MILL 1/2 + C	49,594
2023	62 560 14/15-CRAKCASE/HOLDER BLOCK-TOOL	395,700
2023	STEEL BREAKER COVER	479,158
2023	INNER EXHAUST & ALT DISCHARGE AIR MIX	542,005
2023	EXHAUST & ALT DISCHARGE AIR PLENUM	605,817
2023	(2)VMC'S-KEYWAY/DRILL/TAP-BIG BLOCK CS.	112,986
2023	NEW LEFT SIDE PANEL	680,570
Total Machine Tooling		4,689,382
TOTAL PERSONAL PROPERTY		34,732,736
INVENTORY		
	Raw Materials	53,338,220
	Work-in-Process	11,854,789
TOTAL INVENTORY		65,193,009



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Kermas Eaton, City Clerk

cc:

Date: Tuesday, November 5, 2024

Re: Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Georgia-Pacific Consumer Operations LLC, for a period not to exceed ten (10) years, commencing December 31, 2023, and ending December 31, 2033, with a true value of \$9,104,302.00 or the amount approved by The Mississippi Department of Revenue.
File Number: 2024-584
Minute Book #

Summary

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Georgia-Pacific Consumer Operations LLC, for a period not to exceed ten (10) years, commencing December 31, 2023, and ending December 31, 2033, with a true value of \$9,104,302.00 or the amount approved by The Mississippi Department of Revenue.

Recommendation Statement

I recommend approval of this item.

Please place this on the November 5, 2024 City Council meeting for consideration.

POSITION STATEMENT OF TAX ASSESSOR

Trade Name of Applicant: Georgia-Pacific Consumer Operations LLC

Location: 1 W.L. Runnels Industrial Dr **Parcel:** PPIN 8854

Type of Business: Consumer Products

Finished Products: Foodservice Paper Goods

State the Enumeration this Application Identifies with: 27-31-105

Has this Enterprise Enjoyed an Application Previously? Yes

Under any other Trade Name? Yes

Any Other Location? No

Under Any Other Ownership? Yes

Number of Jobs: 11-Jan **Estimated Annual Payroll:** \$477,000.00

EXEMPTION TO BE ON:

LAND: No **VALUE:**

IMPROVEMENTS: No **VALUE:**

PERSONAL PROPERTY:

FURN & FIX. **VALUE:** \$134,565.00

MACH & EQUIP. **VALUE:** \$4,951,658.00

INVENTORY **VALUE:**

RAW MATERIALS **VALUE:** \$1,485,639.00

WORK IN PROGRESS **VALUE:** \$2,532,440.00

Personal Property Total: \$9,104,302.00

Exemption Total Value: \$9,104,302.00

LAND AND IMPROVEMENTS:

Owner of Land: SPG Holdings, LLC

Owner of Improvements: Georgia-Pacific Consumer Operations

Date of Improvements: **Completed:** **Expanded:** 12/31/2023

Any Prior Exemption: Yes

Years of Exemption Applied for: 1/1/2024 **Through:** 12/31/2028

Applicant's Representative: Chad Dillion **Phone:** 601-545-3400

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Georgia Pacific Consumer Operations, LLC for exemption from ad valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES
TO GEORGIA PACIFIC CONSUMER OPERATIONS, LLC, AS AUTHORIZED BY
SECTION 27-31-101 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Georgia Pacific Consumer Operations on May 17, 2024, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Georgia Pacific Consumer Operations has produced written verification and documentation to this Council as to the authenticity and correctness of its application regarding the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its application do not constitute renovations or replacements of realty or personality in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit "A" to the Application filed with this Council (a copy of Exhibit "A" is attached to this Resolution and incorporated by reference); and that Georgia Pacific Consumer Operations, is entitled to the exemption sought for a period of 10 years, all subject to approval and certification by the Mississippi Department of Revenue.

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

Section 1. That the application for Ad Valorem Tax Exemption by Georgia Pacific Consumer Operations for a consecutive period of ten (10) years from December 31, 2023, through December 31, 2033, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, as shown, and described in Exhibit "A", be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Georgia Pacific Consumer Operations is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit "A" for a period of ten (10) years, commencing on 31st day of December 2023, and ending on the 31st day of December 2033 with a total true value of \$9,104,302.00 or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and

one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the Mississippi Department of Revenue for its approval and certification; after receipt of certification from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Mississippi Department of Revenue and with the State Auditor's Office; and the Clerk of this Council shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that both the real and personal property as set forth in Exhibit "A" has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption periods only.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 5th. day of November 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 5th day of November, 2024.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

APPLICATION FOR AD VALOREM TAX EXEMPTION

AS AUTHORIZED BY SECTION 27-31 101 et seq
MISSISSIPPI CODE OF 1972 AS AMENDED

NAME OF ENTERPRISE Georgia-Pacific Consumer Operations LLC
PHYSICAL ADDRESS 1 W L Runnels Industrial Drive, Hattiesburg, MS 39401
TYPE OF INDUSTRY Consumer Products PRODUCT/SERVICE Foodservice Paper Goods
LOCATION - COUNTY Forrest CITY Hattiesburg
DATE OF COMPLETION See Exhibit A YEARS REQUESTED 10
NEW (SECTION 27-31-101) _____ EXPANSION (SECTION 27-31-105) X
NEW JOBS 11 ESTIMATED PAYROLL \$477,000
TRUE VALUE OF PROPERTY EXEMPTED \$9,104,302
*Attach an itemized list of property to be exempted as Exhibit A" See Attached

The applicant requests that the Board approve this application by an order entered in its official minutes declaring that the above property be exempt from all ad valorem taxation except school taxation for the period requested. The applicant further requests that the application and certified approval of exemption be forwarded to the Department of Revenue and upon approval and certification by the Department the Board enter a final order in its official minutes granting the exemption. The above information is true and correct as certified by the applicant. This application is submitted on the 17th day of MAY, 2024

Georgia-Pacific Consumer Operations LLC

By

Title.

Applicant (Name of Taxpayer)

ATTEST



**APPLICATION OF GEORGIA-PACIFIC CONSUMER OPERATIONS LLC
FOR EXEMPTION FROM AD VALOREM TAXES
FOR A PERIOD OF TEN YEARS AS AUTHORIZED BY
§27-31-101, §27-31-105 et seq , OF THE
MISSISSIPPI CODE OF 1972, AS AMENDED**

To the City Council (Governing Authority) of City of Hattiesburg, Forrest County, MISSISSIPPI:

- 1 Georgia-Pacific Consumer Operations LLC (Applicant)** files this its application in triplicate for exemption from ad valorem taxation, and respectfully represents unto this Honorable Board (Governing Authority) as follows
- 2** Applicant is a Delaware Limited Liability Company, qualified to do business in Mississippi with manufacturing operations in the City of Hattiesburg and Forrest County
- 3** Applicant is now operating as a paper products and consumer paper goods manufacturing type of industry within the City of Hattiesburg, Forrest County, Mississippi, which manufacturing facility is a bona fide expanded enterprise of public utility within the meaning of §27-31 101, §27 31 105 et seq , and related Sections of the Mississippi Code of 1972, as amended, and having made additions to or expansions of its facilities or properties or has replaced equipment used in connection with such enterprise, is eligible for the exemption granted by the above specific enumeration, namely manufacturing
- 4** That the additions, expansions, and/or replacements of equipment was completed on the 31st day of December 2023, within the meaning of the applicable statutes of the State of Mississippi, and therefore, the exemption hereby claimed should commence on said date
- 5** That said exemption of the property described in "Exhibit A" should be granted for a period of 10 years from said date of completion
- 6** That the true value of all property to be exempted is \$9,104,302, as shown in an itemized list attached hereto as "Exhibit A" and made a part hereof

PRAYER

WHEREFORE, Applicant prays that this City Council (governing authority) enter a finding that the Applicant's manufacturing facility is in fact an expanded enterprise of public utility which has made additions to or expansions of its facilities or has replaced equipment used in connection with such enterprise, and that the same was completed on the 31st^h day of December 2023, within the meaning of the applicable laws of Mississippi, and

That Applicant be granted an exemption from ad valorem taxation, except, School District ad valorem taxation, as provided by law, for a period of 10 years beginning on the 1st day of January 2024 and ending on the 31st day of December 2033, upon all property described in "Exhibit A" attached hereto and made a part hereof, used in, or necessary to the operation of Applicant's manufacturing facility in Forrest County, Mississippi

That the City Council (governing authority) approve this application by an order resolution spread upon its minutes, declaring that such property is exempt from all ad valorem taxation, except School District ad valorem taxation, for a period of 10 years and forward the original and three certified copies of this Application and a certified transcript of such approval to the Mississippi Department of Revenue and upon approval of such Application by the said Mississippi Department of Revenue and certification of its approval, the Board (governing authority) will enter a final order on its minutes granting the exemption herein prayed

Respectfully submitted, this the 17th day of May, 2024

Georgia Pacific Consumer Operations LLC
Applicant

By



DIRECTOR

TITLE

ATTEST

Brenda A. Christman

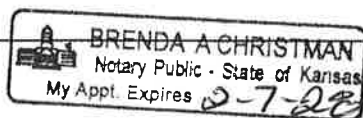


EXHIBIT A
EQUIPMENT AND OR BUILDING EXPANSION
PURCHASED AND INSTALLED IN 2023

SEE ATTACHED SHEET FOR ALL INFORMATION

Georgia-Pacific Consumer Operations, LLC
Section 105 Ad Valorem Abatement Application
Exhibit A 2023 Capital Additions

AssetID	Description	Acquisition Date	Acquisition Year	Owner Class Description	Reported Cost
722546	SAN STORAGE CPMS006NIM20	01/15/2023	2023	Computers	22,708
722545	VM SERVER CPMS006ESX21	01/15/2023	2023	Computers	22,708
722544	VM SERVER CPMS006ESX20	01/15/2023	2023	Computers	22,708
722657	VM SERVER & NIMBLE STORAGE	07/15/2023	2023	Computers	66,440
722487	INFINITY CASEPACKER	09/15/2023	2023	Manufacturing M&E	501,411
722486	PRODUCT AND CASE CONVEYORS	09/15/2023	2023	Manufacturing M&E	804,600
722485	INFINITY CASE SEALER	09/15/2023	2023	Manufacturing M&E	114,225
722150	UNWIND STAND / WEB GUIDE	09/15/2023	2023	Manufacturing M&E	497,688
722484	INFINITY CASEPACKER/BAGGER UNIT	09/15/2023	2023	Manufacturing M&E	797,784
722149	LCI NAPKIN FOLDER	09/15/2023	2023	Manufacturing M&E	1,178,736
722488	INFINITY CASE SEALER	09/15/2023	2023	Manufacturing M&E	114,225
722151	LEVEL III FIBER TO STEEL EMBOSSERS	09/15/2023	2023	Manufacturing M&E	419,106
722483	RIGHT HAND FLAT PACK POLYWRAPPER	09/15/2023	2023	Manufacturing M&E	523,883
MSHATTIES2-Raw Mat	Raw Materials		2023	RawMaterials	1,485,639
MSHATTIES2-WIP	Work-In-Progress		2023	WIP	2,532,440
Total					9,104,302



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Kermas Eaton, City Clerk

cc:

Date: Tuesday, November 5, 2024

Re: Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Western Container Corporation, for a period not to exceed ten (10) years, commencing December 31, 2023, and ending December 31, 2033, with a true value of \$7,861,808.00 or the amount approved by The Mississippi Department of Revenue.
File Number: 2024-585
Minute Book #

Summary

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Western Container Corporation, for a period not to exceed ten (10) years, commencing December 31, 2023, and ending December 31, 2033, with a true value of \$1,999,468.00 or the amount approved by The Mississippi Department of Revenue.

Recommendation Statement

I recommend approval of this item.

Please place this on the November 5, 2024 City Council meeting for consideration.

Position Statement of Tax Assessor

Trade Name of Applicant: Western Container

Location: 110 W L Runnels Dr Parcel: PPIN 8861

Type of Business: Manufacturing / Warehousing

Finished Products: Distribution/Wholesale

State the Enumeration this Application Identifies with: 27-31-105

Has this Enterprise Enjoyed an Application Previously? Yes

Under any other Trade Name? NO

Any Other Location? NO

Under Any Other Ownership? NO

Number of Jobs: 80 Estimated Annual Payroll: \$6,262,743.00

EXEMPTION TO BE ON:

LAND: NO VALUE:

IMPROVEMENTS: NO VALUE:

PERSONAL PROPERTY:

FURN & FIX. VALUE:

MACH & EQUIP. VALUE: \$7,861,808.00

INVENTORY VALUE:

RAW MATERIALS VALUE:

WORK IN PROGRESS VALUE:

Personal Property Total: \$7,861,808.00

Exemption Total Value: \$7,861,808.00

LAND AND IMPROVEMENTS:

Owner of Land: Western Container Corporation

Owner of Improvements: Western Container Corporation

Date of Improvements: Completed: Expanded: 12/31/2023

Any Prior Exemption: YES

Years of Exemption Applied for: 1/1/2024 Through: 12/31/2033

Applicant's Representative: Dale Hosack

Phone: 601-554-3500

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Western Container Corp for exemption from ad valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES
TO WESTERN CONTAINER CORPORATION AS AUTHORIZED BY
SECTION 27-31-105 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Western Container Corp, on May 30, 2024, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Western Container Corp, has produced written verification and documentation to this Council as to the authenticity and correctness of its application regarding the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its application do not constitute renovations or replacements of realty or personality in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit "A" to the Application filed with this Council (a copy of Exhibit "A" is attached to this Resolution and incorporated by reference); and that Western Container Corporation, is entitled to the exemption sought for a period of 10 years, all subject to approval and certification by the Mississippi Department of Revenue.

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

Section 1. That the application for Ad Valorem Tax Exemption by Western Container Corp, for a consecutive period of ten (10) years from December 31, 2023, through December 31, 2033, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, as shown, and described in Exhibit "A", be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Western Container Corp is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit "A" for a period of ten (10) years, commencing on 31st day of December 2023, and ending on the 31st day of December 2033 with a total true value of \$7,861,808.00 or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and

one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the Mississippi Department of Revenue for its approval and certification; after receipt of certification from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Mississippi Department of Revenue and with the State Auditor's Office; and the Clerk of this Council shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that both the real and personal property as set forth in Exhibit "A" has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption periods only.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 5th day of November 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 5th day of November, 2024.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

**APPLICATION OF WESTERN CONTAINER CORPORATION
FOR A 2023 ADDITIONS EXEMPTION FROM AD VALOREM
PROPERTY TAXES FOR THE 2023 ADDITIONS TO/
REPLACEMENTS AT ITS MANUFACTURING/WAREHOUSING
FACILITY, AS AUTHORIZED BY § 27-31-105(1), *INTER ALIA*,
OF THE MISSISSIPPI CODE OF 1972, AS AMENDED**

TO THE HONORABLE MAYOR AND CITY COUNCIL
OF THE CITY OF HATTIESBURG, MISSISSIPPI:

COMES NOW Western Container Corporation ("Western"), by and through Shannon Clarkson, its Chief Financial Officer, and files, in triplicate and under oath, this its written Application for exemption ("2023 Additions Exemption") from ad valorem property taxation ("Taxes") pursuant to § 27-31-105(1), *inter alia* (collectively "Statutes"), of the Mississippi Code of 1972, as amended ("Code"), and respectfully represents unto this Honorable Mayor and City Council (collectively "Council") of the City of Hattiesburg ("City"), State of Mississippi ("State"), as follows:

I.

Western is a Texas corporation which is duly qualified to do and is doing business in the City at its facility located at 110 W. L. Runnels Industrial Drive in the Forrest County Industrial Park ("Facility"), operating a manufacturing/warehousing enterprise.

II.

The Facility is used for the receipt, manufacture, handling, storage, warehousing, shipment, distribution, and wholesale sale for resale of injection and blow molded proprietary plastic containers and for the conducting and administration of the business of the Facility ("Enterprise").

III.

Under the terms of Section 2(A)(ii) of a certain "Resolution ... on Behalf of the City of Hattiesburg, Mississippi ..." Declaring the Intention and Agreement of the Mayor and City Council of Such City to Grant Certain Ad Valorem Property Tax Exemptions . . . As Inducements for the Location By Western Container Corporation of Its New Industrial and Manufacturing Facility in Such City" ("Intent Resolution"), dated February 3, 1998, and on file and of record in the Minutes of the Council, the City declared its intention and agreement to grant future Additions Exemptions to Western because of the location of its Enterprise in the City.

IV.

Western completed certain additions to/replacements at the Facility in 2023 (collectively "2023 Additions"). The 2023 Additions consisted of certain machinery and equipment used by Western at the Facility.

V.

Western currently provides eighty (80) direct full-time jobs for employees at the Facility in the County and annual payroll and benefits of approximately Six Million Two Hundred Sixty-Two Thousand Seven Hundred Forty-Three Dollars (\$6,262,743). Therefore, the 2023 Additions assisted both in retention of existing employment and payroll at the Facility, as well as in the preservation of other ancillary jobs in the City (collectively "City Jobs/Payroll"), through which Western has already made and will continue to make a major contribution and commitment to the economic development of the City.

VI.

Western has been and will continue to be engaged in the Enterprise in the City within the meaning of, and as enumerated in, the Statutes, and the 2023 Additions constitute property used in connection with, and necessary to, the operation of such Enterprise of Western in the City and thus constitute additions to/replacements at a bona fide enterprise as described in an enumerated class of enterprises within the meaning of the Statutes and eligible for the 2023 Additions Exemption authorized by the Statutes and contemplated by the Intent Resolution.

VII.

The Statutes authorize and empower the Council, in its discretion and in addition to all other exemptions granted under the laws of the State, to grant the 2023 Additions Exemption from Taxes on tangible property which is located in the City and used in connection with, or necessary to, the operation of the enterprises described in the classes enumerated therein, specifically including manufacturing/warehousing enterprises, except that the 2023 Additions Exemption does not extend to Taxes on the products of such enterprises or to the Taxes on automobiles and trucks belonging to such enterprises and operating on or over the highways of this State (collectively "Eligible Property"), or to Taxes for school district purposes ("School Taxes") or to State Taxes (together with the School Taxes, collectively "Excluded Taxes"). Therefore, as authorized by the Statutes and as contemplated by the Intent Resolution, the 2023 Additions qualify as Eligible Property of Western used in connection with, or necessary to, the operation of the Enterprise of Western in the City and may, in the discretion of the Council, be exempt from all Taxes imposed thereon by the City, but specifically excepting the Excluded Taxes.

VIII.

The Eligible Property comprising the 2023 Additions used in connection with, or necessary to, the operation of Western's Enterprise, which is proposed to be exempted by the 2023 Additions Exemption and which does not include any products of Western or any automobiles and trucks of Western operating on or over the highways of this State, is described in **Exhibit A** attached hereto, incorporated herein by reference, and expressly made a part hereof for all purposes as if fully copied herein. The aggregate true value of all the Eligible Property proposed to be exempted is Seven Million Eight Hundred Sixty-One Thousand Eight Hundred and Eight Dollars (\$7,861,808), as itemized as required by the Statutes in **Exhibit A**, with Western making both a significant capital

investment in the City and a major contribution to the economic development of the City through the 2023 Additions to/at the Facility in the City (collectively with the City Jobs/Payroll, "**Economic Impact**").

IX.

The 2023 Additions were completed by December 31, 2023 ("**Commencement Date**"), and operation of the 2023 Additions was begun during 2023. The Statutes require that the Application for the 2023 Additions Exemption be filed by June 1st of the year immediately following the year of completion of the additions, *i.e.*, more particularly, June 1, 2024 for the 2023 Additions. Pursuant to the Statutes, this Application is being timely filed by June 1, 2024 in order for the 2023 Additions Exemption to be effective as of the Commencement Date for the 2023 Additions.

X.

The maximum term of the 2023 Additions Exemption under the Statutes is a period of ten (10) years ("**Term**") from the Commencement Date. Pursuant to the Statutes, Western hereby requests that the Council grant such 2023 Additions Exemption for the 2023 Additions for the Term, with such 2023 Additions Exemption for the 2023 Additions to begin with the Commencement Date and continue for the Term until December 31, 2033 ("**Termination Date**").

XI.

The Council is authorized and empowered by the provisions of the Statutes to grant the 2023 Additions Exemption to Western with respect to the 2023 Additions being used in the Enterprise located within the City.

XII.

The Enterprise provided additional new payroll and is presently providing, and should in the future continue to provide, employment and a payroll at the Facility in the City, and the Council should acknowledge Western's contribution and commitment to the economic development of the City by exercising its discretionary authority to grant to Western such 2023 Additions Exemption for the Eligible Property comprising the 2023 Additions to/at the Facility for the Term.

XIII.

As a result of the Intent Resolution, the 2023 Additions Exemption available to Western under the laws of the State constituted an inducement to Western upon which it relied, and thus played a major role in, Western's decision both to locate the Enterprise in the City and to make the 2023 Additions to/at the Facility in the City, and sufficient consideration in the form of the Economic Impact and Western's reliance on such inducement, as well as certain other good and valuable nonmonetary consideration (collectively "**Consideration**"), has been and will be received by the City from Western in order to support the granting of the 2023 Additions Exemption to Western.

XIV.

Therefore, pursuant to the provisions of the Statutes and the Intent Resolution, Western respectfully requests that the Council grant to Western the 2023 Additions Exemption from all such Taxes, excepting the Excluded Taxes, imposed by the City on the Eligible Property comprising the 2023 Additions.

WHEREFORE, PREMISES CONSIDERED, Western prays (i) that this Application be received, filed, reviewed and approved by the Area Development Partnership ("**ADP**"), as well as any and all other appropriate City authorities, and placed in line for consideration on the agenda of the appropriate Council meeting; and (ii) that, upon its approval of this Application, the Council will, in recognition of the above premises, the Intent Resolution, the recommendation of the ADP, and the Consideration, spread upon its Minutes an interim resolution which:

(A) Finds that the 2023 Additions to/at the Facility were in fact made to a bona fide enterprise described in a class of enterprises enumerated by the Statutes, being, more specifically, a manufacturing/warehousing enterprise, and were completed in 2023 within the meaning of the Statutes;

(B) Finds that the Council recognizes and acknowledges that the 2023 Additions Exemption available to Western and contemplated by the Intent Resolution constituted an inducement to Western and thus played a major role in Western's decision to make the 2023 Additions to/at the Facility in the City;

(C) Finds further that Western is eligible for and, pursuant to the Intent Resolution, entitled to the 2023 Additions Exemption from all such Taxes imposed by the City on the 2023 Additions, excepting the Excluded Taxes, in an amount to be determined annually by the appropriate taxing authorities, as provided by State law, commencing with the Commencement Date, continuing for the Term, and ending on the Termination Date;

(D) Finds further that the financial ability, technical qualifications, and business experience of Western are such that the 2023 Additions to/at the Facility will promote the industrialization of the City and State, will supply employment to the citizens of the City and State, and will promote the development of the City and surrounding community; that the ADP and any and all other appropriate City authorities have reviewed and approved this Application of Western; and that the ADP has issued its advisory opinion to the Council recommending that the 2023 Additions Exemption requested by Western in this Application for its 2023 Additions should be granted;

(E) Approves conditionally this Application and conditionally grants the 2023 Additions Exemption for the 2023 Additions sought herein, beginning with the Commencement Date and continuing for the Term until the Termination Date, for the Eligible Property described in **Exhibit A** used in connection with, or necessary to, the operation of the Facility in the City,

subject to the appropriate investigation, approval, and certification by the Mississippi Department of Revenue ("**DOR**");

(F) Finds that **Exhibit A** attached hereto contains an itemized listing of the true value of all Eligible Property to be exempted, as required by the Statutes;

(G) Directs that the original and three (3) certified copies of this filed Application and a certified transcript of such conditional approval by the Council of this Application, including a certified transcript of such interim resolution of approval thereof, be forwarded to the DOR within thirty (30) days of the date of the certified transcript of the interim resolution, in order for the DOR to investigate and determine that the Eligible Property is eligible for exemption under, and should be exempted in accordance with, the Statutes; and that a certified copy of this filed Application and a certified transcript of such approval by the Council of this Application, including such interim resolution of approval thereof, also be forwarded to the Tax Assessor of Forrest County ("**Assessor**");

(H) Declares the intention and agreement of the Council, upon approval of this Application by the DOR and receipt by the City of the certificate of approval of the DOR, to enter a final order on its Minutes:

(i) declaring that the Eligible Property is exempt under the 2023 Additions Exemption and establishing the Commencement Date, Term and Termination Date;

(ii) actually and finally granting to Western the 2023 Additions Exemption herein applied for by Western for the 2023 Additions;

(iii) requesting that the Assessor take all necessary and appropriate actions in preparation of the tax rolls necessary to implement such 2023 Additions Exemption so granted, beginning with the Commencement Date and continuing for the Term and until the Termination Date thereof, including making appropriate notations on the tax rolls so that the Eligible Property will be treated as provided for in such final order and in the Statutes;

(iv) directing the City Clerk to file one (1) copy of this Application and the interim resolution and final order approving this Application with the State Auditor of Public Accounts; and to file one (1) copy of the final order approving this Application with the DOR and Assessor; and

(v) directing the City Clerk to record the final order approving this Application in the Minutes of the Council in a book kept in the City Clerk's office for such purposes; and

(I) Directs the City Clerk to record this Application, together with the interim resolution, in the Minutes of the Council in a book kept in the City Clerk's office for such purposes.

RESPECTFULLY SUBMITTED, on this the 22nd day of May, 2024.

WESTERN CONTAINER CORPORATION

By: Shannon Clarkson
Shannon Clarkson
Its: Chief Financial Officer

Prepared by:
Butler Snow LLP
Attention: Blair H. Jussely
1020 Highland Colony Parkway, Suite 1400
P. O. Box 6010
Ridgeland, MS 39158-6010
(601) 985-4446

STATE OF Texas
COUNTY OF Harris

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, within my jurisdiction, the within named Shannon Clarkson who, after being first duly sworn by me, on oath states that she is the Chief Financial Officer of Western Container Corporation, and that, for and on behalf of said corporation, and as its act and deed, she signed, executed and delivered the above and foregoing Application both for the purposes and on the date and year therein mentioned, after having first been duly authorized by said corporation so to do, and that the matters and things contained and set forth therein are true and correct as therein stated.

Shannon Clarkson
SHANNON CLARKSON

SWORN AND SUBSCRIBED BEFORE ME, under my hand and official seal of office,
this the 22nd day of May, 2024.

[Signature]
NOTARY PUBLIC

(NOTARIAL SEAL)

My Commission Expires:
7.30.2027

EXHIBIT A

2023 Additions of Western Container Corporation

See attached Asset List for details:

Machinery and Equipment	<u>\$7,861,808</u>
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Total	<u>\$7,861,808</u>
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Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, November 5, 2024
Re: Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Resinall Corporation, for a period not to exceed ten (10) years, commencing December 31, 2023, and ending December 31, 2033, with a true value of \$7,468,525.59 or the amount approved by The Mississippi Department of Revenue.
File Number: 2024-592
Minute Book #

Summary

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Resinall Corporation, for a period not to exceed ten (10) years, commencing December 31, 2023, and ending December 31, 2033, with a true value of \$7,468,525.59 or the amount approved by The Mississippi Department of Revenue.

Recommendation Statement

I recommend approval of this item.

Please place this on the November 5, 2024 City Council meeting for consideration.

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Resinall Corporation for exemption from ad valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES
TO RESINALL CORPORATION AS AUTHORIZED BY
SECTION 27-31-101 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Resinall Corporation on May 7, 2024, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Resinall Corporation, Inc has produced written verification and documentation to this Council as to the authenticity and correctness of its application regarding the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its application do not constitute renovations or replacements of realty or personality in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit "A" to the Application filed with this Council (a copy of Exhibit "A" is attached to this Resolution and incorporated by reference); and that Resinall Corporation, is entitled to the exemption sought for a period of 10 years, all subject to approval and certification by the Mississippi Department of Revenue.

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

Section 1. That the application for Ad Valorem Tax Exemption by Resinall Corporation, Inc for a consecutive period of ten (10) years from December 31, 2023, through December 31, 2033, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, as shown, and described in Exhibit "A", be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Resinall Corporation is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit "A" for a period of ten (10) years, commencing on 31st day of December 2023, and ending on the 31st day of December 2033 with a total true value of \$7,468,525.59 or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and

one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the Mississippi Department of Revenue for its approval and certification; after receipt of certification from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Mississippi Department of Revenue and with the State Auditor's Office; and the Clerk of this Council shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that both the real and personal property as set forth in Exhibit "A" has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption periods only.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 5th. day of November 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 5th day of November, 2024.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Position Statement of Tax Assessor

Trade Name of Applicant: Resinall Corp

Location: 102 Dixie Pine Rd Parcel: PPIN 8859

Type of Business: Manufacturing

Finished Products: Industrial Resin Products

State the Enumeration this Application Identifies with: 27-31-105

Has this Enterprise Enjoyed an Application Previously? Yes

Under any other Trade Name? No

Any Other Location? No

Under Any Other Ownership? No

Number of Jobs: 2 Estimated Annual Payroll: \$8,934,437.16

EXEMPTION TO BE ON:

LAND: No VALUE:

IMPROVEMENTS: No VALUE:

PERSONAL PROPERTY:

FURN & FIX.	VALUE:	<u></u>
MACH & EQUIP.	VALUE:	<u>\$526,176.11</u>
INVENTORY	VALUE:	<u>\$362,546.69</u>
RAW MATERIALS	VALUE:	<u>\$5,522,008.72</u>
WORK IN PROGRESS	VALUE:	<u>\$1,057,794.07</u>

Personal Property Total: \$7,468,525.59

Exemption Total Value: \$7,468,525.59

LAND AND IMPROVEMENTS:

Owner of Land: Resinall Mississippi Inc

Owner of Improvements: Resinall Mississippi Inc

Date of Improvements: Completed: Expanded: 12/31/2023

Any Prior Exemption: Yes

Years of Exemption Applied for: 1/1/2024 Through: 12/31/2033

Applicant's Representative: Suzanne Perkins

Phone: 601-933-3235

APPLICATION FOR AD VALOREM TAX EXEMPTION

AS AUTHORIZED BY SECTION 27-31-101, et seq., MISSISSIPPI CODE OF 1972, AS AMENDED

NAME OF ENTERPRISE Resinall Corp

PHYSICAL ADDRESS 102 Dixie Pine Road, Hattiesburg, MS 39401-4026

TYPE OF INDUSTRY Manufacturing PRODUCT/SERVICE Industrial Resin Products

LOCATION - COUNTY Forrest CITY Hattiesburg

DATE OF COMPLETION 12/31/2023 YEARS REQUESTED 10

NEW (SECTION 27-31-101) EXPANSION (SECTION 27-31-105) X

NEW JOBS 2 ESTIMATED PAYROLL \$ 8,934,437.16

TRUE VALUE OF PROPERTY EXEMPTED 7,468,525.59 *Attach an
itemized list of property to be exempted as Exhibit "A".

The applicant request that the Board approve this application by an order spread on its minutes declaring that the above property be exempt from all ad valorem taxation except school taxation for the period requested. The applicant further request that the application and certified approval of exemption be forwarded to the Department of Revenue and upon approval and certification by the Department, the Board enter a final order on its minutes granting the exemption. The above information is true and correct as certified by the applicant. This application is submitted on the 7th day of May, 20 24.

Resinall Corp

Applicant (Name of Taxpayer)

By: 
Title: Suzanne Perkins Vice President - Tax

ATTEST:

RESINALL CORP
102 DIXIE PINE ROAD, HATTIESBURG, MS 39401
FORREST COUNTY
PPIN NEW

Year 2024

2023 ADDITIONS

Asset	Cap.date	Asset description	Acquis.val.	Category
95004357	01/01/23	Chromalox Heating Unit for Tank 200/201	112,795.16	M&E
95004372	05/31/23	TRANSFER LINE UPGRADES FOR R-603	24,892.54	M&E
95004389	07/01/23	EZ-CONDENSATE RETURN SYSTEM UPGRADE PHASE II	27,573.08	M&E
95004390	07/01/23	T-126 VIKING GEAR PUMP	7,712.99	M&E
95004391	07/29/23	Overhead H-BEAM SUPPORT	6,844.15	M&E
95004392	08/01/23	Top and Bottom Belt for Flaker Belt #2	256,926.62	M&E
95004362	04/30/23	Ametek Brookfield Computrac MAX 5000 XL	21,288.46	Lab Equipment
95004363	01/01/23	Mettler Toldeo DP70 Analyzer	56,743.33	Lab Equipment
95004361	01/31/23	Fortinet Firewall	11,399.78	Computer Hardware
			<u>526,176.11</u>	
	01/01/23	Inventory (Bags, Drums, Pallets)	362,546.69	
	01/01/23	Raw Materials	5,522,008.72	
	01/01/23	WIP (Intermediate, Rework)	<u>1,057,794.07</u>	
			6,942,349.48	
		Total	<u>7,468,525.59</u>	

APPLY FOR A 10 YEAR INDUSTRIAL EXEMPTION WITH COUNTY AND THE CITY.

RESOLUTION GRANTING EXEMPTION
FROM AD VALOREM TAXES

The Mayor and City Council (governing authority) of City of Hattiesburg
(county/municipality) this day considered the matter of granting exemption from ad valorem taxes,
except school district taxes, to Resinall Corp.

The governing authority finds that the above named enterprise has submitted verification and documentation as to the authenticity and accuracy of the application in regard to the true value of the property to be exempted and the date of completion of said enterprise. The authority also finds that the property described in the application constitutes an industrial enterprise as described in Section 27-31-101, Mississippi Code of 1972, as amended.

This governing authority does hereby grant, subject to approval and certification of the Department of Revenue, ad valorem tax exemption to the above taxpayer for a period of 10 years, beginning January, 20 24, on the property described in the application with a total true value of 7,468,525.59.

Therefore the resolution to grant ad valorem tax exemption to the above named enterprise is hereby approved by Mayor and City Council (governing authority) of City of Hattiesburg (county/municipality) for a period of 10 years as authorized by Section 27-31-101 et seq., Mississippi Code of 1972, as amended, on this the _____ day of _____, 20 ____.

Granting Authority

Name & Title

(SEAL)

Attest:



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, November 5, 2024
Re: Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Wis- Pak of Hattiesburg, for a period not to exceed eight (8) years, commencing January 1, 2024, and ending December 31, 2033, with a true value of \$2,054,053.11 or the amount approved by The Mississippi Department of Revenue.
File Number: 2024-622
Minute Book #

Summary

Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Western Container Corporation, for a period not to exceed eight (8) years, commencing January 1, 2024, and ending December 31, 2033, with a true value of \$2,054,053.11 or the amount approved by The Mississippi Department of Revenue.

Recommendation Statement

I recommend approval of this item.

Please place this on the November 5, 2024 City Council meeting for consideration.

Position Statement of Tax Assessor

Trade Name of Applicant: WIS-PAK of Hattiesburg, LLC

Location: 2 W L Runnels Industrial Dr Parcel: PPIN 8862

Type of Business: Manufacturing

Finished Products: Beverages

State the Enumeration this Application Identifies with: 27-31-105

Has this Enterprise Enjoyed an Application Previously? Yes

Under any other Trade Name? No

Any Other Location? No

Under Any Other Ownership? No

Number of Jobs: 0 Estimated Annual Payroll: \$0.00

EXEMPTION TO BE ON:

LAND: No VALUE:

IMPROVEMENTS: No VALUE:

PERSONAL PROPERTY:

FURN & FIX.	VALUE:	<u></u>
MACH & EQUIP.	VALUE:	<u>\$2,054,053.11</u>
INVENTORY	VALUE:	<u></u>
RAW MATERIALS	VALUE:	<u></u>
WORK IN PROGRESS	VALUE:	<u></u>

Personal Property Total: \$2,054,053.11

Exemption Total Value: \$2,054,053.11

LAND AND IMPROVEMENTS:

Owner of Land: WIS-PAK of Hattiesburg LLC

Owner of Improvements: WIS-PAK of Hattiesburg, LLC

Date of Improvements: Completed: Expanded: 12/31/2023

Any Prior Exemption: No

Years of Exemption Applied for: 1/1/2024 Through: 12/31/2033

Applicant's Representative: Lisa Cutsforth

Phone: 601-544-7200

APPLICATION FOR AD VALOREM TAX EXEMPTION

AS AUTHORIZED BY SECTION 27-31-101, et seq., MISSISSIPPI CODE OF 1972, AS AMENDED

NAME OF ENTERPRISE Wis-Pak of Nattiesburg
PHYSICAL ADDRESS 2 WL Runnels Industrial Drive Nattiesburg MS 39401
TYPE OF INDUSTRY Manufacturing PRODUCT/SERVICE Beverages
LOCATION - COUNTY Forrest CITY Nattiesburg
DATE OF COMPLETION 12/31/2023 YEARS REQUESTED 10
NEW (SECTION 27-31-101) _____ EXPANSION (SECTION 27-31-105) X
NEW JOBS 0 ESTIMATED PAYROLL 0
TRUE VALUE OF PROPERTY EXEMPTED 2,054,053.11 *Attach an
itemized list of property to be exempted as Exhibit "A".

The applicant request that the Board approve this application by an order spread on its minutes declaring that the above property be exempt from all ad valorem taxation except school taxation for the period requested. The applicant further request that the application and certified approval of exemption be forwarded to the Department of Revenue and upon approval and certification by the Department, the Board enter a final order on its minutes granting the exemption. The above information is true and correct as certified by the applicant. This application is submitted on the 13th day of March, 2024.

By: Lisa Cutsforth
Title: Accounting Analyst
Applicant (Name of Taxpayer)

ATTEST:

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Wis-Pak of Hattiesburg, LLC for exemption from ad valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES
TO WIS-PAK OF HATTIESBURG, LLC, AS AUTHORIZED BY
SECTION 27-31-105 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Wis-Pak of Hattiesburg on March 13, 2024, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Wis-Pak of Hattiesburg has produced written verification and documentation to this Council as to the authenticity and correctness of its application regarding the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its application do not constitute renovations or replacements of realty or personality in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit "A" to the Application filed with this Council (a copy of Exhibit "A" is attached to this Resolution and incorporated by reference); and that Wis-Pak of Hattiesburg, is entitled to the exemption sought for a period of 10 years, all subject to approval and certification by the Mississippi Department of Revenue.

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

Section 1. That the application for Ad Valorem Tax Exemption by Wis-Pak of Hattiesburg for a consecutive period of ten (10) years from January 1, 2024, through December 31, 2033, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, as shown, and described in Exhibit "A", be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Wis-Pak of Hattiesburg is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit "A" for a period of ten (10) years, commencing on 1st day of January 2023, and ending on the 31st day of December 2033 with a total true value of \$2,054,053.11 or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and

one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the Mississippi Department of Revenue for its approval and certification; after receipt of certification from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Mississippi Department of Revenue and with the State Auditor's Office; and the Clerk of this Council shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that both the real and personal property as set forth in Exhibit "A" has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption periods only.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 5th. day of November 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 5th day of November 2024.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, November 5, 2024
Re: Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to BP Rex Closures, LLC, for a period not to exceed five (5) years, commencing December 31, 2023, and ending December 31, 2028, with a true value of \$1,498,805.00 or the amount approved by The Mississippi Department of Revenue.
File Number: 2024-639
Minute Book #

Summary

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to BP Rex Closures, LLC, for a period not to exceed five (5) years, commencing December 31, 2023, and ending December 31, 2028, with a true value of \$1,498,805.00 or the amount approved by The Mississippi Department of Revenue.

Recommendation Statement

I recommend approval of this item.

Please place this on the November 5, 2024 City Council meeting for consideration.

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of BP Rex Closures, Inc for exemption from ad valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES
TO BP REX CLOSURES, LLC AS AUTHORIZED BY
SECTION 27-31-101 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, BP Rex Closures, LLC, Inc on April 25, 2024, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, BP Rex Closures, LLC, Inc has produced written verification and documentation to this Council as to the authenticity and correctness of its application regarding the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its application do not constitute renovations or replacements of realty or personality in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit "A" to the Application filed with this Council (a copy of Exhibit "A" is attached to this Resolution and incorporated by reference); and that Green Bay Converting, Inc, is entitled to the exemption sought for a period of 5 years, all subject to approval and certification by the Mississippi Department of Revenue.

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

Section 1. That the application for Ad Valorem Tax Exemption by BP Rex Closures, LLC for a consecutive period of five (5) years from December 31, 2023, through December 31, 2028, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, as shown, and described in Exhibit "A", be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That BP Rex Closures, LLC is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit "A" for a period of five (5) years, commencing on 31st day of December 2023, and ending on the 31st day of December 2028 with a total true value of \$1,498,805.00 or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and

one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the Mississippi Department of Revenue for its approval and certification; after receipt of certification from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Mississippi Department of Revenue and with the State Auditor's Office; and the Clerk of this Council shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that both the real and personal property as set forth in Exhibit "A" has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption periods only.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 5th. day of November 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 5th day of November, 2024.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

APPLICATION FOR AD VALOREM TAX EXEMPTION

AS AUTHORIZED BY SECTION 27-31-101, et seq., MISSISSIPPI CODE OF 1972, AS AMENDED

NAME OF ENTERPRISE BPRex Closures, LLC
PHYSICAL ADDRESS 72 W.L. Runnels Industrial Dr.
TYPE OF INDUSTRY Manufacturing PRODUCT/SERVICE Plastic Products
LOCATION - COUNTY Forrest CITY Hattiesburg
DATE OF COMPLETION 12/31/2023 YEARS REQUESTED 1st 5 years of 10 years
NEW (SECTION 27-31-101) _____ EXPANSION (SECTION 27-31-105) XX
NEW JOBS _____ ESTIMATED PAYROLL _____
TRUE VALUE OF PROPERTY EXEMPTED 1,498,805 *Attach an
itemized list of property to be exempted as Exhibit "A".

The applicant request that the Board approve this application by an order spread on its minutes declaring that the above property be exempt from all ad valorem taxation except school taxation for the period requested. The applicant further request that the application and certified approval of exemption be forwarded to the Department of Revenue and upon approval and certification by the Department, the Board enter a final order on its minutes granting the exemption. The above information is true and correct as certified by the applicant. This application is submitted on the 27th day of March, 2024.

By:  BPRex Closures, LLC
Title: VP - Tax Applicant (Name of Taxpayer)

ATTEST:

126410
ASSET
BP SER F334

Berry Global, Inc.
Fixed Asset Item List
By Company # 334
As of December 31, 2023

1
03/15/24
16:00:16

Hattiesburg Additions

Item Number	Description	Proj Number	Date Dep Beg	Asset Account	Original Cost
205401	Cell 4 Finishing Line Upgrade	84097655	4/2/2023	17580	627,874
202889	Pedestrian Alert System	84412555	1/1/2023	17580	21,196
205783	400kg Extruder Gearbox Repl	84591898	5/7/2023	17580	32,216
202939	QCL Reject Collection System	84648522	1/1/2023	17580	24,679
202935	Pallet Unstacker	84661987	1/1/2023	17580	76,533
203675	PMV230 Safety Guard Connterwei	84868547	2/5/2023	17580	7,855
206690	Cell 13 Pressco Series VI Upgr	84897395	7/2/2023	17580	99,860
202938	Cell 20 Grinder Replace	84909563	1/1/2023	17580	11,360
202937	Cell 19 Replacement Grinder	84917904	1/1/2023	17580	11,536
202936	Blender Stands for 33mm VB	84983584	1/1/2023	17580	24,760
203678	Cell 15 Desco Printer Rebuil	84992856	2/5/2023	17580	15,455
202934	Accumulation Lane Access Platf	84992857	1/1/2023	17580	28,560
207025	SB-912 Purge Recovery	85000458	8/6/2023	17580	63,400
206221	Pressco Series V1 Upgrade C14	85048435	6/4/2023	17580	53,585
204459	43mm VB Tool Body Replacement	85165770	3/5/2023	17300	10,711
206101	1881 1 Piece Bevtop Core Sleev	85208956	6/4/2023	17300	36,400
204068	Forklift Battery Replace	85274920	3/5/2023	17580	10,517
205408	Blender Stands for BevTop Line	85292215	4/2/2023	17580	29,676
204457	CCM 20 Hydraulic Motor Replce	85367902	3/5/2023	17580	8,535
206558	Chill Water Pump Replacement	85367903	7/2/2023	17580	7,507
204458	IS-1205 Cap Pad Assem Upgrade	85367904	3/5/2023	17580	23,153
206646	New Server Upgrade	85435649	7/2/2023	17610	40,358
206691	Electric Lifting Trolly	85435650	7/2/2023	17580	17,231
206730	PMV 20 Forming Turret Rebuild	85452399	7/2/2023	17300	31,695
205961	Extruder Metering Pump Rebuild	85470052	5/7/2023	17580	14,468
205960	Compressed Air Dryer Replace	85494517	5/7/2023	17580	46,341
206940	IS1205 CapPad Assem Upgrade 12	85693922	8/6/2023	17580	23,153
207179	PMV230A Extruder Gearbox Rebuil	85693923	8/6/2023	17580	13,250
207180	CCM Extruder Gearbox Rebuild	85693924	8/6/2023	17580	23,475
208271	Cell 20 Scrap System Upgrade	85699435	10/1/2023	17580	29,182
208191	ORGR004 Hopper Clearance Autom	85699438	10/1/2023	17580	11,133
207762	IS1205 cap pad assem upgr 10	85917826	9/3/2023	17580	23,153
Total Additions					1,498,805

Position Statement of Tax Assessor

Trade Name of Applicant: BPRex Closures, LLC

Location: 72 W L Runnels Road Parcel: PPIN 8850

Type of Business: Manufacturing

Finished Products: Plastic Products

State the Enumeration this Application Identifies with: 27-31-105

Has this Enterprise Enjoyed an Application Previously? YES

Under any other Trade Name? YES

Any Other Location? NO

Under Any Other Ownership? NO

Number of Jobs: _____ Estimated Annual Payroll: _____

EXEMPTION TO BE ON:

LAND: NO VALUE: _____

IMPROVEMENTS: NO VALUE: _____

PERSONAL PROPERTY:

FURN & FIX. VALUE: _____

MACH & EQUIP. VALUE: \$1,498,805.00

INVENTORY VALUE: _____

RAW MATERIALS VALUE: _____

WORK IN PROGRESS VALUE: _____

Personal Property Total: \$1,498,805.00

Exemption Total Value: \$1,498,805.00

LAND AND IMPROVEMENTS:

Owner of Land: Rexam Closure Systems LLC

Owner of Improvements: Rexam Closure Systems LLC

Date of Improvements: _____ Completed: _____ Expanded: 12/31/2023

Any Prior Exemption: yes

Years of Exemption Applied for: 2024 Through: 2028

Applicant's Representative: Julie Robertson

Phone: 812-306-2804



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Kermas Eaton, City Clerk

cc:

Date: Tuesday, November 5, 2024

Re: Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Sofidel America Corp; for a period not to exceed ten (10) years, commencing December 31, 2023, and ending December 31, 2033, with a true value of \$1,338,707.00 or the amount approved by The Mississippi Department of Revenue.

File Number: 2024-623
Minute Book #

Summary

Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Sofidel America Corp; for a period not to exceed ten (10) years, commencing December 31, 2023, and ending December 31, 2033, with a true value of \$1,338,707.00 or the amount approved by The Mississippi Department of Revenue.

Recommendation Statement

I recommend approval of this item.

Please place this on the November 5, 2024 City Council meeting for consideration.

APPLICATION FOR AD VALOREM TAX EXEMPTION

*AS AUTHORIZED BY SECTION 27-31-101, ET SEQ.,
MISSISSIPPI CODE OF 1972, AS AMENDED*

NAME OF ENTERPRISE: **SOFIDEL AMERICA CORP.**

PHYSICAL ADDRESS: **176 W.L. RUNNELS INDUSTRIAL DRIVE, HATTIESBURG, MS 39401**

TYPE OF INDUSTRY: **MANUFACTURING** PRODUCT/SERVICE: **BATH TISSUE/KITCHEN TOWEL PAPER**

LOCATION-COUNTY: **FORREST** CITY: **HATTIESBURG**

DATE OF COMPLETION: **12/31/2023** YEARS REQUESTED: **YEAR ONE OF TEN**

NEW (SECTION 27-31-101) _____ EXPANSION (SECTION 27-31-105) x

NEW JOBS 215 since inception PAYROLL **\$7,281,536 for 2023**

TRUE VALUE OF PROPERTY EXEMPTED: **\$ 1,338,707**

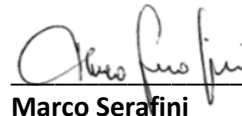
** Attach an itemized list of properties to be exempted as Exhibit "A".*

The applicant requests that the Board approve this application by an order spread on its minutes declaring that the above property be exempt from all ad valorem taxation except school taxation for the period requested. The applicant further requests that the application and certified approval of exemption be forwarded to the Department of Revenue and upon approval and certification by the Department, the Board enters a final order on its minutes granting the exemption. The above information is true and correct as certified by the applicant. This application is submitted on the 26th day of March 2024.

SOFIDEL AMERICA CORP.

Applicant (Name of Taxpayer)

By: _____



Marco Serafini

Title: **Chief Financial Officer**

POSITION Statement of Tax Assessor

Trade Name of Applicant: SOFIDEL America Corp

Location: 176 W.L. Runnels Industrial Dr Parcel: PPIN 8860

Type of Business: Manufacturing

Finished Products: Bath Tissue/Kitchen Towel Paper

State the Enumeration this Application Identifies with: 27-31-105

Has this Enterprise Enjoyed an Application Previously? Yes

Under any other Trade Name? No

Any Other Location? No

Under Any Other Ownership? No

Number of Jobs: 215 Estimated Annual Payroll: \$7,281,536.00

EXEMPTION TO BE ON:

LAND: No VALUE:

IMPROVEMENTS: No VALUE:

PERSONAL PROPERTY:

FURN & FIX.	VALUE:	<u>\$0.00</u>
MACH & EQUIP.	VALUE:	<u>\$1,338,707.00</u>
INVENTORY	VALUE:	<u>\$0.00</u>
RAW MATERIALS	VALUE:	<u>\$0.00</u>
WORK IN PROGRESS	VALUE:	<u>\$0.00</u>

Personal Property Total: \$1,338,707.00

Exemption Total Value: \$1,338,707.00

LAND AND IMPROVEMENTS:

Owner of Land: SOFIDEL America Corp.

Owner of Improvements: SOFIDEL America Corp.

Date of Improvements: Completed: Expanded: 12/31/2023

Any Prior Exemption: Yes

Years of Exemption Applied for: 1/1/2024 Through: 12/31/2033

Applicant's Representative: Marcello Marzano

Phone: 601-818-1226

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Sofidel America Corp for exemption from ad valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES
TO SOFIDEL AMERICA CORPORATION AS AUTHORIZED BY
SECTION 27-31-101 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Sofidel on May 7, 2024, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS Sofidel, Inc has produced written verification and documentation to this Council as to the authenticity and correctness of its application regarding the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its application do not constitute renovations or replacements of realty or personality in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit "A" to the Application filed with this Council (a copy of Exhibit "A" is attached to this Resolution and incorporated by reference); and that Sofidel Corporation, is entitled to the exemption sought for a period of 10 years, all subject to approval and certification by the Mississippi Department of Revenue.

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

Section 1. That the application for Ad Valorem Tax Exemption by Sofidel, for a consecutive period of ten (10) years from December 31, 2023, through December 31, 2033, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, as shown, and described in Exhibit "A", be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Sofidel is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit "A" for a period of ten (10) years, commencing on 31st day of December 2023, and ending on the 31st day of December 2033 with a total true value of \$1,338,707.00 or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the Mississippi Department of Revenue for its approval and certification; after receipt of certification from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Mississippi Department of Revenue and with the State Auditor's Office; and the Clerk of this Council shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that both the real and personal property as set forth in Exhibit "A" has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption periods only.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 5th. day of November 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 5th day of November, 2024.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Kermas Eaton, City Clerk

cc:

Date: Tuesday, November 5, 2024

Re: Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Zeon Chemicals, L.P., for a period not to exceed ten (10) years, commencing December 31, 2023, and ending December 31, 2033, with a true value of \$906,688.09 or the amount approved by The Mississippi Department of Revenue.
File Number: 2024-578
Minute Book #

Summary

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Zeon Chemicals, L.P., for a period not to exceed ten (10) years, commencing December 31, 2023, and ending December 31, 2033, with a true value of \$906,688.09 or the amount approved by The Mississippi Department of Revenue.

Recommendation Statement

I recommend approval of this item.

Please place this on the November 5, 2024 City Council meeting for consideration.

Position Statement of Tax Assessor

Trade Name of Applicant: Zeon Chemicals, L. P.

Location: 1301 W 7th St Parcel: PPIN 8864

Type of Business: Chemical Manufacturing

Finished Products: Synthetic Rubber

State the Enumeration this Application Identifies with: 27-31-105

Has this Enterprise Enjoyed an Application Previously? YES

Under any other Trade Name? NO

Any Other Location? NO

Under Any Other Ownership? NO

Number of Jobs: 41 Estimated Annual Payroll: \$5,117,057.00

EXEMPTION TO BE ON:

LAND: NO VALUE:

IMPROVEMENTS: NO VALUE:

PERSONAL PROPERTY:

FURN & FIX. VALUE:

MACH & EQUIP. VALUE: \$906,688.09

INVENTORY VALUE:

RAW MATERIALS VALUE:

WORK IN PROGRESS VALUE:

Personal Property Total: \$906,688.09

Exemption Total Value: \$906,688.09

LAND AND IMPROVEMENTS:

Owner of Land: Zeon Chemicals, L.P.

Owner of Improvements: Zeon Chemicals, L.P.

Date of Improvements: Completed: Expanded: 12/31/2023

Any Prior Exemption: YES

Years of Exemption Applied for: 1/1/2024 Through: 12/31/2033

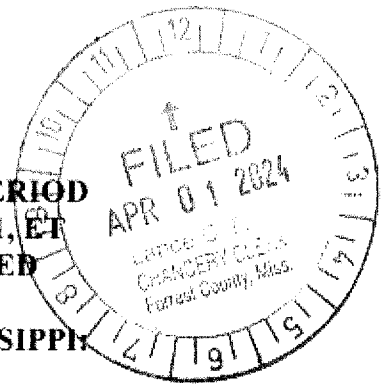
Applicant's Representative: Dawson Wilkerson Phone: 601-583-5536

Address: 1301 W 7th St Hattiesburg, MS 39401

Investigated By: Bryan Hunter

Comments: 10 year exemption.

**APPLICATION OF ZEON CHEMICALS, L.P.
FOR EXEMPTION FROM AD VALOREM TAXES FOR A PERIOD
OF TEN YEARS AS AUTHORIZED BY SECTION 27-31-101, ET
SEQ., OF THE MISSISSIPPI CODE OF 1972, AS AMENDED**



TO THE BOARD OF SUPERVISORS OF FORREST COUNTY, MISSISSIPPI

1. Zeon Chemicals, L.P. files this its application in triplicate for exemption from ad valorem taxation, and respectfully represents unto the Board of Supervisors of Forrest County, Mississippi, hereinafter referred to as the "Board of Supervisors", as follows:

2. Applicant, Zeon Chemicals, L.P., is a limited partnership with offices and manufacturing facilities located in the city of Hattiesburg, Forrest County, Mississippi, and has been for more than ten (10) continuous years, which manufacturing facility primarily manufactures synthetic rubber.

3. Applicant is now operating as a manufacturing enterprise within the City of Hattiesburg, Forrest County, Mississippi, which manufacturing enterprise is a bona fide expanded enterprise of public utility within the meaning of Section 27-31-101, et seq., and related sections of the Mississippi Code of 1972, as amended, and is eligible for the exemption granted by Section 27-31-105 of the Mississippi Code of 1972, as amended, by specific enumeration, namely the owner and operator of a manufacturing enterprise of public utility who has made additions to or expansions of the manufacturing facility and has replaced equipment and machinery used in connection with and necessary to the operation of such manufacturing enterprise.

4. Applicant is the owner of real property on which the Applicant's manufacturing enterprise is presently constructed and located and on which the additions to or expansions of the manufacturing facility were also constructed and erected, and which is located at 1301 West Seventh Street in said city and county.

5. Additions were made to said enterprise in the year 2023 as shown on Exhibit "A" attached hereto and made a part hereof; and therefore, the exemption hereby claimed should commence as of December 31, 2023.

6. The Applicant employs approximately forty-one (41) employees in the City of Hattiesburg, Forrest County, Mississippi and has an annual payroll of approximately \$5,117,057.00. The additions and expansion by Applicant upgraded and rendered the manufacturing process more efficient and expedient and permitted Applicant to better serve its customers.

7. That said exemptions of the tangible property described in Exhibit "A" attached hereto should be granted for a period of ten (10) years from December 31, 2023.

8. That the original cost of all property comprising the addition and expansion that was completed in the year 2023 was \$906,688.09, as shown in an itemized list attached hereto as Exhibit A and made a part hereof for all purposes.

PRAYER

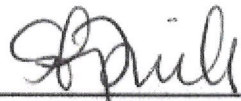
WHEREFORE, Applicant prays that the Board of Supervisors enter a finding that a portion of Applicant's manufacturing facility is an expanded enterprise of public utility and that said additional and expanded portion was completed in the year 20223 within the meaning of applicable laws of Mississippi; and

That Applicant be granted an exemption from ad valorem taxation, except school district ad valorem taxation, as provided by law, for a period of ten (10) years commencing December 31, 2023, upon all of the tangible property described in Exhibit "A" attached hereto and made a part hereof, used in, or necessary to the operation of Applicant's manufacturing facility in Forrest County, Mississippi; and

That the Board of Supervisors approve this application by an order resolution spread upon its minutes declaring that such property is exempt from all ad valorem taxation, except school district ad valorem taxation and state ad valorem taxation, for a period of ten (10) years and forward the original and three (3) certified copies of this application and a certified transcript of such approval to the Mississippi State Tax Commission and upon approval of such application by the said Mississippi State Tax Commission and certification of its approval, the Board of Supervisors will enter a final order on its minutes granting the exemption herein prayed.

RESPECTFULLY SUBMITTED this 26 day of March, A.D. 2024.

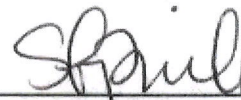
ZEON CHEMICALS, L.P.

By: 
SHAWN BLAICH,
Plant Manager

STATE OF MISSISSIPPI
COUNTY OF FORREST

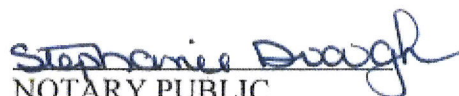
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said state and county, within my jurisdiction, SHAWN BLAICH, who is Plant Manager for Zeon Chemicals, L.P., who acknowledged that he signed, executed and delivered the above and foregoing application on the day and year therein mentioned for and on behalf, in the name and as the act and deed of said Zeon Chemicals, L.P., being first duly authorized so to do and who first by me being duly sworn, stated upon his oath that the facts contained in the above application are true and correct as therein stated.

ZEON CHEMICALS, L.P.

By: 
SHAWN BLAICH,
Plant Manager

SWORN TO AND SUBSCRIBED BEFORE ME on this 26 day of March, A.D., 2024.




NOTARY PUBLIC
My commission expires: 1-18-28

MS new assets for 2023								
Asset#	Date	Class	Name	Acqu	Depr	NBV		
20925	8/1/2023	SI	AR208401 Replace Railroad Crossties	31,672.80	-879.8	0	USD	
39069	1/1/2023	M&E7	T-26 Level, LI026	13,181.97	-1,883.14	0	USD	
39070	1/1/2023	M&E7	T-26 Relief Valve, PSV-0026	15,324.21	-2,189.17	0	USD	
39071	1/1/2023	M&E7	Ether Piping, valves, Insulation & Painting	27,611.76	-3,944.54	0	USD	
39072	1/1/2023	M&E7	Caustic Piping, valves, & Insulation	22,695.94	-3,242.28	0	USD	
39073	1/1/2023	M&E7	T-26 Pressure Loop	7,723.08	-1,103.30	0	USD	
39074	1/1/2023	ELEC	T-26 Electrical Wiring, Cables, Conduit, misc	11,621.01	-774.73	0	USD	
39077	2/1/2023	M&E7	AR208211 DA Tank Steam Pressure Control	14,749.36	-1,931.46	0	USD	
39078	2/1/2023	M&E7	AR208212 Fire Pump House Industrial Coating 2023	14,444.30	-1,891.51	0	USD	
39079	2/1/2023	M&E7	AR208248 T-14 Industrial Coating 2023	23,063.93	-3,020.28	0	USD	
39088	4/1/2023	M&E7	AR208313 10.25 Wedge Wire Screen 0.007 Opening	6,955.72	-745.25	0	USD	
39097	5/1/2023	INST	AR208290 FT182002 Steam Flowmeter	5,931.53	-790.87	0	USD	
39098	5/1/2023	INST	AR208289 FT1E2002 Boiler Feed Flowmeter	6,967.49	-929	0	USD	
39106	6/1/2023	M&E7	AR208315 Twin Screw Drain Screen (2" sq.in. Open a	8,601.72	-716.81	0	USD	
39107	6/1/2023	M&E	AR208250 Push Button E&I Stands	4,704.75	-182.96	0	USD	
39108	6/1/2023	M&E	AR208250 Work Platform @ A-41	8,139.12	-316.52	0	USD	
39112	6/1/2023	M&E7	AR208172 Cooling Tower Water Treatment Tanks	4,256.94	-354.74	0	USD	
39113	6/1/2023	M&E7	AR208172 QA Analytical Lab Scale	1,553.73	-129.48	0	USD	
39119	7/1/2023	M&E7	AR208348 Hydraulic Pump for N2 Compressor	3,783.59	-270.26	0	USD	
39120	7/1/2023	M&E7	AR208394 LT-52105 A-1041 Level Transmitter	7,042.81	-503.06	0	USD	
39121	7/1/2023	M&E7	AR208397 MP-2062 Soft Start	3,547.88	-253.42	0	USD	
39122	7/1/2023	M&E7	AR208278 FV-52262 A-1041 Stem Flow Valve	8,083.06	-577.36	0	USD	
39123	7/1/2023	M&E7	AR208279 P-4094 Phosphoric Acid Pump	13,663.35	-975.96	0	USD	
39124	7/1/2023	FIRS	AR208127-Oscillating Monitor Assy. #11	20,268.40	-675.62	0	USD	
39125	7/1/2023	FIRS	AR208127-Valve #163, Automatic Monitor	4,331.27	-144.38	0	USD	
39126	7/1/2023	FIRS	AR208127-Valve #164, Post Indicator	2,640.75	-88.03	0	USD	
39127	7/1/2023	FIRS	AR208127-Underground Piping	20,481.84	-682.73	0	USD	
39133	8/1/2023	INST	AR208402 FV-2094A Feed Valve	5,508.64	-459.05	0	USD	
39141	8/1/2023	M&E	AR208395 AT-1BOS2001 Boiler1 O2 Sensor	2,502.48	-69.51	0	USD	
39142	8/1/2023	M&E	AR208395 AT-1BOX2002 Boiler2 O2 Sensor	2,502.47	-69.51	0	USD	
39160	8/1/2023	M&E7	AR208400 Pump, T-38 Condensate Flash Tank	5,036.82	-299.81	0	USD	
39161	8/1/2023	M&E7	AR208400 PSM Pump, T-28	2,347.10	-139.71	0	USD	
39163	8/1/2023	M&E7	AR208314 Cooler, Regeneration Gas	4,447.49	-264.73	0	USD	
39164	8/1/2023	M&E7	AR208287 Fixed Ladder Safety Gates (78)	45,366.08	-2,700.36	0	USD	
39165	8/1/2023	M&E7	AR207698 Vacuum Lift, Solvation	16,945.05	-1,008.63	0	USD	
39166	8/1/2023	M&E7	AR207698 Conveyor, Solvation Bale Curve	10,000.00	-595.24	0	USD	
39178	9/1/2023	INST	AR208436 AI-2107-X2 Det-Tronics LEL Monitor	8,008.64	-533.91	0	USD	
39189	9/1/2023	M&E	AR208007 T-2096 Code Repair	6,439.00	-143.09	0	USD	
39190	9/1/2023	M&E7	AR208007 PSV-2096	8,365.00	-398.33	0	USD	
39191	9/1/2023	M&E	AR208007 Solvation Straight Conveyor	11,159.39	-247.99	0	USD	
39200	10/1/2023	M&E7	AR208516 Control Room West HVAC Compressor	9,983.58	-356.56	0	USD	
39201	10/1/2023	M&E7	AR208399 Oval valve handle @B-Line & Distillation	8,547.82	-305.28	0	USD	
39202	10/1/2023	M&E7	AR208329 Spare Nitrogen Intensifier	17,893.84	-639.07	0	USD	
39203	10/1/2023	INST	AR208341 FT3B2023A A-LINE EO FLOW METER	22,956.89	-1,147.85	0	USD	
39204	10/1/2023	INST	AR208341 FT3B2023B A-LINE EO FLOW METER	22,956.90	-1,147.85	0	USD	
39205	10/1/2023	M&E7	AR208288 P-8562-X3 Main Sump Skimmer Pump	4,196.27	-149.87	0	USD	
39206	10/1/2023	M&E7	AR208288 P-8562-X3 Main Sump Skimmer Piping	8,003.91	-285.86	0	USD	
39207	10/1/2023	M&E	AR208284 P-9118-X2 Sump and Foundation	13,833.90	-230.57	0	USD	
39208	10/1/2023	M&E7	P-9118-X2 Work Tank Containment Pump	13,441.26	-480.05	0	USD	
39209	10/1/2023	M&E7	MP-9118-X2 Work Tank Containment Pump Motor	1,222.87	-43.68	0	USD	
39210	10/1/2023	M&E	P-9118-X2 Suction & Discharge Piping	9,282.21	-154.7	0	USD	
39211	10/1/2023	M&E7	P-9118-X2 Level Float Switch	1,204.27	-43.01	0	USD	
39260	11/1/2023	BLDE	AR208521 Change House HVAC Mens Area	9,711.44	-107.91	0	USD	
39261	11/1/2023	M&E7	AR208549 Cauty IP Camera A-Drying	8,116.74	-193.26	0	USD	
39262	11/1/2023	INST	AR208392 AT-2006 Hydrazine Monitor for Storage Bui	7,432.71	-247.76	0	USD	
39263	11/1/2023	INST	AR207962 HS-4022-1 Tibal Hand Switch	3,828.90	-127.63	0	USD	
39264	11/1/2023	INST	AR207962 HS-4022-2 Ether Hand Switch	3,828.90	-127.63	0	USD	
39265	11/1/2023	INST	AR207962 FT-4022-1A Tibal Flow Meter	19,400.00	-646.67	0	USD	
39266	11/1/2023	INST	AR207962 FT-4022-2A Ether Flow Meter	19,400.00	-646.67	0	USD	
39284	12/1/2023	M&E7	AR208655 Lab Carver Press Pump	3,107.23	-36.99	0	USD	
39340	12/1/2023	M&E7	AR208419 Catalyst Shelter Steam Heaters	9,159.99	-109.05	0	USD	
39341	12/1/2023	M&E7	AR208515 PA Unloading Pump P-4094-2	2,723.33	-32.42	0	USD	
39342	12/1/2023	M&E7	AR208515 DBU Unloading Pump P-4093-3	2,723.33	-32.42	0	USD	
39343	12/1/2023	M&E7	AR208515 FA Unloading Pump P-4093-4	2,723.33	-32.42	0	USD	
39344	12/1/2023	M&E7	AR208199 Lab Vacuum Pump RH015.B00C.Y3XX	4,573.00	-54.44	0	USD	
39345	12/1/2023	ELEC	AR208199 Lab Electrical Refurbish	3,385.78	-18.81	0	USD	
42283	9/1/2023	CE	AR207919 Wireless Access Points North West MS Plan	26,194.26	-1,746.28	0	USD	
42284	9/1/2023	FIX	AR208449 Telene Building Fans	4,596.89	-102.15	0	USD	
42285	9/1/2023	CE	AR208272 H150364 Engineering Station Server	20,716.98	-1,381.13	0	USD	
42286	9/1/2023	SOFT	AR208272 Centum VP R6 Software	61,220.33	-4,081.36	0	USD	

EXHIBIT "A"
2 of 2 Pages

42292		12/1/2023	CE	AR208650 MSA 10165445 Altair 5X 4-ga w/PID	6,002.16	-100.04	0	USD
42307		12/1/2023	FIX	AR208199 Lab Cabinets & Countertops	98,680.73	-548.23	0	USD
42308		12/1/2023	FIX	AR208199 Lab Interior Finishes	13,967.87	-77.6	0	USD
				Total	906,688.09	-51,561.75	0.00	

**APPLICATION OF ZEON CHEMICALS, L.P.
FOR EXEMPTION FROM AD VALOREM TAXES FOR A PERIOD
OF TEN YEARS AS AUTHORIZED BY SECTION 27-31-101, ET
SEQ., OF THE MISSISSIPPI CODE OF 1972, AS AMENDED**

**TO THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI:**

1. Zeon Chemicals, L.P. files this its application in triplicate for exemption from ad valorem taxation, and respectfully represents unto the Mayor and City Council of the City of Hattiesburg, Mississippi, hereinafter referred to as the "Mayor and City Council", as follows:
2. Applicant, Zeon Chemicals, L.P., is a limited partnership with offices and manufacturing facilities located in the city of Hattiesburg, Forrest County, Mississippi, and has been for more than ten (10) continuous years, which manufacturing facility primarily manufactures synthetic rubber.
3. Applicant is now operating as a manufacturing enterprise within the city of Hattiesburg, Forrest County, Mississippi, which manufacturing enterprise is a bona fide expanded enterprise of public utility within the meaning of Section 27-31-101, et seq., and related sections of the Mississippi Code of 1972, as amended, and is eligible for the exemption granted by Section 27-31-105 of the Mississippi Code of 1972, as amended, by specific enumeration, namely the owner and operator of a manufacturing enterprise of public utility who has made additions to or expansions of the manufacturing facility and has replaced equipment and machinery used in connection with and necessary to the operation of such manufacturing enterprise.
4. Applicant is the owner of real property on which the Applicant's manufacturing enterprise is presently constructed and located and on which the additions to or expansions of the manufacturing facility were also constructed and erected, and which is located at 1301 West Seventh Street in said city and county.

APR 01 2024

BY  CITY CLERK
DEPUTY CLERK

5. Additions were made to said enterprise in the year 2023 as shown on Exhibit "A" attached hereto and made a part hereof; and therefore, the exemption hereby claimed should commence as of December 31, 2023.

6. The Applicant employs approximately forty-one (41) employees in the city of Hattiesburg, Forrest County, Mississippi and has an annual payroll of approximately \$5,117,087.00. The additions and expansion by Applicant upgraded and rendered the manufacturing process more efficient and expedient and permitted Applicant to better serve its customers.

7. That said exemptions of the tangible property described in Exhibit "A" attached hereto should be granted for a period of ten (10) years from December 31, 2023.

8. That the original cost of all property comprising the addition and expansion that was completed in the year 2023 was \$906,688.09, as shown in an itemized list attached hereto as Exhibit "A" and made a part hereof for all purposes.

PRAYER

WHEREFORE, Applicant prays that the Mayor and City Council enter a finding that a portion of Applicant's manufacturing facility is an expanded enterprise of public utility and that said additional and expanded portion was completed in the year 2023, within the meaning of applicable laws of Mississippi; and

That Applicant be granted an exemption from ad valorem taxation, except school district ad valorem taxation, as provided by law, for a period of ten (10) years commencing December 31, 2023, upon all of the tangible property described in Exhibit A attached hereto and made a part hereof, used in, or necessary to the operation of Applicant's manufacturing facility in Forrest County, Mississippi; and

That the Mayor and City Council approve this application by an order resolution spread upon its minutes declaring that such property is exempt from all ad valorem taxation, except school district ad valorem taxation and state ad valorem taxation, for a period of ten (10) years and forward the original and three (3) certified copies of this application and a certified transcript of such approval to the Mississippi State Tax Commission and upon approval of such application by the said Mississippi State Tax Commission and certification of its approval, the Mayor and City Council will enter a final order on its minutes granting the exemption herein prayed.

RESPECTFULLY SUBMITTED this 26 day of March, A.D. 2024.

ZEON CHEMICALS, L.P.

By: Shawn Blaich
SHAWN BLAICH,
Plant Manager

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said state and county, within my jurisdiction, SHAWN BLAICH, who is Plant Manager for Zeon Chemicals, L.P., who acknowledged that he signed, executed and delivered the above and foregoing application on the day and year therein mentioned for and on behalf, in the name and as the act and deed of said Zeon Chemicals, L.P., being first duly authorized so to do and who first by me being duly sworn, stated upon his oath that the facts contained in the above application are true and correct as therein stated.

ZEON CHEMICALS, L.P.

By: Shawn Blaich
SHAWN BLAICH,
Plant Manager

SWORN TO AND SUBSCRIBED BEFORE ME on this 26 day of March, A.D., 2024.



Stephanie Draughn
NOTARY PUBLIC
My commission expires: 1-18-28

EXHIBIT "A"
1 of 2 pages

MS new assets for 2023								
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39166	8/1/2023	M&E7	AR207698 Conveyor, Solvation Bale Curve	10,000.00	-595.24	0	USD	
39178	9/1/2023	INST	AR208436 AI-2107-X2 Det-Tronics LEL Monitor	8,008.64	-533.91	0	USD	
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39190	9/1/2023	M&E7	AR208007 PSV-2096	8,365.00	-398.33	0	USD	
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39206	10/1/2023	M&E7	AR208288 P-8562-X3 Main Sump Skimmer Piping	8,003.91	-285.86	0	USD	
39207	10/1/2023	M&E	AR208284 P-9118-X2 Sump and Foundation	13,833.90	-230.57	0	USD	
39208	10/1/2023	M&E7	P-9118-X2 Work Tank Containment Pump	13,441.26	-480.05	0	USD	
39209	10/1/2023	M&E7	MP-9118-X2 Work Tank Containment Pump Motor	1,222.87	-43.68	0	USD	
39210	10/1/2023	M&E	P-9118-X2 Suction & Discharge Piping	9,282.21	-154.7	0	USD	
39211	10/1/2023	M&E7	P-9118-X2 Level Float Switch	1,204.27	-43.01	0	USD	
39260	11/1/2023	BLDE	AR208521 Change House HVAC Mens Area	9,711.44	-107.91	0	USD	
39261	11/1/2023	M&E7	AR208549 Cauty IP Camera A-Drying	8,116.74	-193.26	0	USD	
39262	11/1/2023	INST	AR208392 AT-2006 Hydrazine Monitor for Storage Bui	7,432.71	-247.76	0	USD	
39263	11/1/2023	INST	AR207962 HS-4022-1 Tibal Hand Switch	3,828.90	-127.63	0	USD	
39264	11/1/2023	INST	AR207962 HS-4022-2 Ether Hand Switch	3,828.90	-127.63	0	USD	
39265	11/1/2023	INST	AR207962 FT-4022-1A Tibal Flow Meter	19,400.00	-646.67	0	USD	
39266	11/1/2023	INST	AR207962 FT-4022-2A Ether Flow Meter	19,400.00	-646.67	0	USD	
39284	12/1/2023	M&E7	AR208655 Lab Carver Press Pump	3,107.23	-36.99	0	USD	
39340	12/1/2023	M&E7	AR208419 Catalyst Shelter Steam Heaters	9,159.99	-109.05	0	USD	
39341	12/1/2023	M&E7	AR208515 PA Unloading Pump P-4094-2	2,723.33	-32.42	0	USD	
39342	12/1/2023	M&E7	AR208515 DBU Unloading Pump P-4093-3	2,723.33	-32.42	0	USD	
39343	12/1/2023	M&E7	AR208515 FA Unloading Pump P-4093-4	2,723.33	-32.42	0	USD	
39344	12/1/2023	M&E7	AR208199 Lab Vacuum Pump RH015.B00C.Y3XX	4,573.00	-54.44	0	USD	
39345	12/1/2023	ELEC	AR208199 Lab Electrical Refurbish	3,385.78	-18.81	0	USD	
42283	9/1/2023	CE	AR207919 Wireless Access Points North West MS Plan	26,194.26	-1,746.28	0	USD	
42284	9/1/2023	FIX	AR208449 Telene Building Fans	4,596.89	-102.15	0	USD	
42285	9/1/2023	CE	AR208272 HIS0364 Engineering Station Server	20,716.98	-1,381.13	0	USD	
42286	9/1/2023	SOFT	AR208272 Centum VP R6 Software	61,220.33	-4,081.36	0	USD	

EXHIBIT A
2 of 2 Pages

42292		12/1/2023		CE	AR208650 MSA 10165445 Altair 5X 4-ga w/PID	6,002.16	-100.04	0	USD
42307		12/1/2023		FIX	AR208199 Lab Cabinets & Countertops	98,680.73	-548.23	0	USD
42308		12/1/2023		FIX	AR208199 Lab Interior Finishes	13,967.87	-77.6	0	USD
					Total	906,688.09	-51,561.75	0.00	

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Zeon Chemicals for exemption from ad valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES
TO ZEON CHEMICALS, L.P. CO AS AUTHORIZED BY
SECTION 27-31-101 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Zeon Chemicals, L.P. on April 1, 2024, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Zeon Chemicals, L.P. has produced written verification and documentation to this Council as to the authenticity and correctness of its application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personality in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit "A" to the Application filed with this Council (a copy of Exhibit "A" is attached to this Resolution and incorporated by reference); and that Zeon Chemicals, L.P. is entitled to the exemption sought for a period of 10 years, all subject to approval and certification by the Mississippi Department of Revenue.

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

Section 1. That the application for Ad Valorem Tax Exemption by Zeon Chemicals. for a consecutive period of ten (10) years from December 31, 2023, through December 31, 2033, as allowed by Section 27-31-101, Mississippi Code of 1972 as amended, as shown, and described in Exhibit "A", be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Zeon Chemicals is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit "A" for a period of ten (10) years, commencing on 31st day of December 2023, and ending on the 31st day of December, 2033 with a total true value of \$906,688.09 or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and

one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the Mississippi Department of Revenue for its approval and certification; after receipt of certification from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Mississippi Department of Revenue and with the State Auditor's Office; and the Clerk of this Council shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that both the real and personal property as set forth in Exhibit "A" has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption periods only.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 5th. day of November 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 5th day of November, 2024.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Kermas Eaton, City Clerk

cc:

Date: Tuesday, November 5, 2024

Re: Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to York International Corporation, for a period not to exceed ten (10) years, commencing December 31, 2023, and ending December 31, 2033, with a true value of \$645,102.00 or the amount approved by The Mississippi Department of Revenue.
File Number: 2024-583
Minute Book #

Summary

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to York International Corporation, for a period not to exceed ten (10) years, commencing December 31, 2023, and ending December 31, 2033, with a true value of \$645,102.00 or the amount approved by The Mississippi Department of Revenue.

Recommendation Statement

I recommend approval of this item.

Please place this on the November 5, 2024 City Council meeting for consideration.

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of York International Corp Inc for exemption from ad valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES
TO YORK INTERNATIONAL CORPORATION AS AUTHORIZED BY
SECTION 27-31-105 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, York International Corp, on May 29, 2024, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, York International Corp, has produced written verification and documentation to this Council as to the authenticity and correctness of its application regarding the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its application do not constitute renovations or replacements of realty or personality in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit "A" to the Application filed with this Council (a copy of Exhibit "A" is attached to this Resolution and incorporated by reference); and that Resinall Corporation, is entitled to the exemption sought for a period of 10 years, all subject to approval and certification by the Mississippi Department of Revenue.

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

Section 1. That the application for Ad Valorem Tax Exemption by York International Corp, for a consecutive period of ten (10) years from December 31, 2023, through December 31, 2033, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, as shown, and described in Exhibit "A", be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That York International Corp is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit "A" for a period of ten (10) years, commencing on 31st day of December 2023, and ending on the 31st day of December 2033 with a total true value of \$645,102.00 or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and

one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the Mississippi Department of Revenue for its approval and certification; after receipt of certification from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Mississippi Department of Revenue and with the State Auditor's Office; and the Clerk of this Council shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that both the real and personal property as set forth in Exhibit "A" has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption periods only.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 5th. day of November 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 5th day of November, 2024.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Position Statement of Tax Assessor

Trade Name of Applicant: York International Corp

Location: 77 Academy Drive Parcel: PPIN 8863

Type of Business: Manufacturing

Finished Products: Cooling Systems

State the Enumeration this Application Identifies with: 27-31-105

Has this Enterprise Enjoyed an Application Previously? Yes

Under any other Trade Name? No

Any Other Location? No

Under Any Other Ownership? No

Number of Jobs: 214 Estimated Annual Payroll: \$11,912,272.00

EXEMPTION TO BE ON:

LAND: No VALUE:

IMPROVEMENTS: Yes VALUE: \$160,739.24

PERSONAL PROPERTY:

FURN & FIX.	VALUE: <u></u>
MACH & EQUIP.	VALUE: <u>\$484,362.29</u>
INVENTORY	VALUE: <u></u>
RAW MATERIALS	VALUE: <u></u>
WORK IN PROGRESS	VALUE: <u></u>

Personal Property Total: \$484,362.29

Exemption Total Value: \$645,102

LAND AND IMPROVEMENTS:

Owner of Land: City of Hattiesburg

Owner of Improvements: Miller Picking

Date of Improvements: Completed: Expanded: 12/31/2023

Any Prior Exemption: No

Years of Exemption Applied for: 1/1/2024 Through: 12/31/2033

Applicant's Representative: Todd Barron Phone:

**APPLICATION OF YORK INTERNATIONAL CORP.
FOR EXEMPTION FROM AD VALOREM TAXES
FOR A PERIOD OF TEN YEARS AS AUTHORIZED
BY SECTION 27-31-101, ET SEQ., OF THE
MISSISSIPPI CODE OF 1972, AS AMENDED.**

**TO THE BOARD OF SUPERVISORS OF
FORREST COUNTY, MISSISSIPPI**

1. **YORK INTERNATIONAL CORP.**, files this its application in triplicate for exemption from ad valorem taxation, and respectfully represents unto the Board of Supervisors of Forrest County, Mississippi, hereinafter referred to as the "Board of Supervisors" as follows:
2. Applicant, **YORK INTERNATIONAL CORP.**, is a Delaware corporation authorized to do and doing business in the State of Mississippi, with offices located in the City of Hattiesburg, Forrest County, Mississippi.
3. Applicant is now operating as a HVAC manufacturer type of industry within the City of Hattiesburg, Forrest County, Mississippi, which manufacturing facility is a bona fide (☐ new ☒ expanded) enterprise of public utility within the meaning of Section 27-31-101, et seq., and related Sections of the Mississippi Code of 1972, as amended, and is eligible for the exemption granted by the above-mentioned section by specific enumeration, namely manufacturing. This represents the final assets that are part of the expansion project reported last year.
4. That said expansion was completed on the 31st day of December 2023, within the meaning of the applicable statutes of the State of Mississippi, and therefore, the exemption hereby claimed should commence on said date.
5. That said new enterprise will retain approximately 214 jobs with an estimated annual payroll of \$11,912,272.
6. The said exemption of the tangible property described in Exhibit "A" should be granted for a period of ten years from December 31, 2023.
7. That the true value of all property to exempted is \$645,1026 as shown in an itemized list attached hereto as Exhibit "A" and made a part hereof.

PRAYER

WHEREFORE, Applicant prays that the Board of Supervisors enter a finding that Applicant's manufacturing facility is in fact a (☐ new ☒ expanded) enterprise and that the same was completed on the 31st day of December 31, 2023, within the meaning of the applicable laws of Mississippi; and

That Applicant be granted an exemption from ad valorem taxation, except School District ad valorem taxation, as provided by law, for a period of ten years beginning on the 31st day of December, 2023, upon all of the tangible property described in Exhibit "A" attached hereto and made part hereof, used in, or necessary to the operation of Applicant's manufacturing facility in the City of Hattiesburg, Forrest County, Mississippi; and

That the Board of Supervisors approve this application by an order resolution spread upon its minutes declaring that such property is exempt from all ad valorem taxation, except School District ad valorem taxation, for a period of ten years and forward the original and three certified copies of this application and a certified transcript of such approval to the Mississippi State Tax Commission and upon approval of such application by the said Mississippi State Tax Commission and certification of its approval, the Board of Supervisors will enter a final order on its minutes granting the exemption herein prayed.

Respectfully submitted, this the 28th day of May, 2024,

YORK INTERNATIONAL CORP., a
Delaware Corporation.

By: _____

TODD BARRON, Agent

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY appeared before me, the undersigned authority in and for said county and State, on this 28 day of May, 2024, within my jurisdiction, the within named **TODD BARRON**, who acknowledged that is Agent of **YORK INTERNATIONAL CORP.**, a Delaware Corporation, that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.



(NOTARY PUBLIC)

APPLICATION FOR AD VALOREM TAX EXEMPTION

AS AUTHORIZED BY SECTION 27-31-101, et seq., MISSISSIPPI CODE OF 1972, AS AMENDED

NAME OF ENTERPRISE York International Corp.

PHYSICAL ADDRESS 77 Academy Drive, Hattiesburg, MS 39401

TYPE OF INDUSTRY Manufacturing PRODUCT/SERVICE _____

LOCATION - COUNTY Forrest CITY Hattiesburg

DATE OF COMPLETION 12-31-2021 YEARS REQUESTED 10

NEW (SECTION 27-31-101) _____ EXPANSION (SECTION 27-31-105) _____

NEW JOBS 214 retained ESTIMATED PAYROLL \$11,912,272

TRUE VALUE OF PROPERTY EXEMPTED \$645,102 (Acquisition Cost) *Attach an itemized list of property to be exempted as Exhibit "A".

The applicant request that the Board approve this application by an order spread on its minutes declaring that the above property be exempt from all ad valorem taxation except school taxation for the period requested. The applicant further request that the application and certified approval of exemption be forwarded to the Department of Revenue and upon approval and certification by the Department, the Board enter a final order on its minutes granting the exemption. The above information is true and correct as certified by the applicant. This application is submitted on the 28th day of May, 20 21.

York International Corp.
Applicant (Name of Taxpayer)

By: _____
Title: Agent

ATTEST:

EXHIBIT A
YORK INTERNATIONAL CORP.
BUILDING IMPROVEMENTS AND EQUIPMENT
PURCHASED 2023 EXPANSION

Acquisition Date	Asset #	Asset Description	Book Basis	Comment
5/1/2023	59013	74459_RAS Replacement	484,362.29	
Equipment Total			484,362	
7/1/2023	58904	72953_Training Building	59,008.16	Building Addition
5/1/2023	58903	73820_Engineering Modular Building	101,731.08	Building Addition
Building Improvements Total			160,739	
Grand Total			645,102	



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, November 5, 2024
Re: Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Green Bay Converting, Inc, for a period not to exceed ten (10) years, commencing December 31, 2023, and ending December 31, 2033, with a true value of \$327,814.00 or the amount approved by The Mississippi Department of Revenue.
File Number: 2024-580
Minute Book #

Summary

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Green Bay Converting, Inc, for a period not to exceed ten (10) years, commencing December 31, 2023, and ending December 31, 2033, with a true value of \$327,814.00 or the amount approved by The Mississippi Department of Revenue.

Recommendation Statement

I recommend approval of this item.

Please place this on the November 5, 2024 City Council meeting for consideration.

POSITION STATEMENT OF TAX ASSESSOR

Trade Name of Applicant: Green Bay Converting, Inc

Location: 1400 James St **Parcel:** PPIN 8855

Type of Business: Manufacturing

Finished Products: Tissue & Towels

State the Enumeration this Application Identifies with: 27-31-105

Has this Enterprise Enjoyed an Application Previously? Yes

Under any other Trade Name? No

Any Other Location? Yes

Under Any Other Ownership? No

Number of Jobs: 0 **Estimated Annual Payroll:** \$3,700,000.00

EXEMPTION TO BE ON:

LAND: No **VALUE:** \$0.00

IMPROVEMENTS: No **VALUE:** \$0.00

PERSONAL PROPERTY:

FURN & FIX.	VALUE:	<u></u>
MACH & EQUIP.	VALUE:	<u>\$327,814.00</u>
INVENTORY	VALUE:	<u></u>
RAW MATERIALS	VALUE:	<u></u>
WORK IN PROGRESS	VALUE:	<u></u>

Personal Property Total: \$327,814.00

Exemption Total Value: \$327,814.00

LAND AND IMPROVEMENTS:

Owner of Land: Miss KC LLC

Owner of Improvements: Green Bay Converting, Inc

Date of Improvements: **Completed:** **Expanded:** 12/31/2023

Any Prior Exemption: No

Years of Exemption Applied for: 1/1/2024 **Through:** 12/31/2033

Applicant's Representative: John Olsen **Phone:** 920-498-5100

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Green Bay Converting, Inc for exemption from ad valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES
TO GREEN BAY CONVERTING, INC AS AUTHORIZED BY
SECTION 27-31-101 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, Green Bay Converting, Inc on April 25, 2024, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Green Bay Converting, Inc has produced written verification and documentation to this Council as to the authenticity and correctness of its application regarding the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its application do not constitute renovations or replacements of realty or personality in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit "A" to the Application filed with this Council (a copy of Exhibit "A" is attached to this Resolution and incorporated by reference); and that Green Bay Converting, Inc, is entitled to the exemption sought for a period of 10 years, all subject to approval and certification by the Mississippi Department of Revenue.

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

Section 1. That the application for Ad Valorem Tax Exemption by Green Bay Converting, Inc for a consecutive period of ten (10) years from December 31, 2023, through December 31, 2033, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, as shown, and described in Exhibit "A", be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Green Bay Converting, Inc is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit "A" for a period of ten (10) years, commencing on 31st day of December 2023, and ending on the 31st day of December 2033 with a total true value of \$327,814.00 or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and

one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the Mississippi Department of Revenue for its approval and certification; after receipt of certification from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Mississippi Department of Revenue and with the State Auditor's Office; and the Clerk of this Council shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that both the real and personal property as set forth in Exhibit "A" has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption periods only.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 5th. day of November 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 5th day of November, 2024.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

APPLICATION FOR AD VALOREM TAX EXEMPTION

AS AUTHORIZED BY SECTION 27-31-101, et seq.
MISSISSIPPI CODE OF 1972, AS AMENDED

NAME OF ENTERPRISE GREEN BAY CONVERTING, INC.
PHYSICAL ADDRESS 1400 JAMES STREET, HATTIESBURG, MS 39401
TYPE OF INDUSTRY MANUFACTURING PRODUCT/SERVICE TISSUE & TOWELS
LOCATION - COUNTY FORREST CITY HATTIESBURG
DATE OF COMPLETION 12/31/23 YEARS REQUESTED 10
NEW (SECTION 27-31-101) _____ EXPANSION (SECTION 27-31-105) X
NEW JOBS 0 (cumulative 71 F/T and 30 Temp) ESTIMATED PAYROLL \$3,700,000
TRUE VALUE OF PROPERTY EXEMPTED \$327,814

*Attach an itemized list of property to be exempted as Exhibit "A".

The applicant request that the City Council approve this application by an order spread on its minutes declaring that the above property be exempt from all ad valorem taxation except school taxation for the period requested. The applicant further request that the application and certified approval of exemption be forwarded to the State Tax Commission and upon approval and certification by the Commission, the City Council enter a final order on its minutes granting the exemption. The above information is true and correct as certified by the applicant.

This application is submitted on the 31st day of May, 2024.

GREEN BAY CONVERTING, INC.

Applicant (Name of Taxpayer)

By: _____

Title: CHIEF FINANCIAL OFFICER

ATTEST:



**APPLICATION OF GREEN BAY CONVERTING, INC
FOR EXEMPTION FROM AD VALOREM TAXES
FOR A PERIOD OF TEN YEARS AS AUTHORIZED
BY SECTION 27-31-101, ET SEQ., OF THE
MISSISSIPPI CODE OF 1972, AS AMENDED.**

**TO THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI**

1. **GREEN BAY CONVERTING, INC.**, files this its application in triplicate for exemption from ad valorem taxation, and respectfully represents unto the City Council of Hattiesburg, Mississippi, hereinafter referred to as the "City Council" as follows:
2. Applicant, **Green Bay Converting, Inc.**, is a Wisconsin corporation authorized to do and doing business in the State of Mississippi, with offices located in-the City of Hattiesburg, Forrest County, Mississippi.
3. Applicant is now operating as a towel and tissue converter type of industry within the City of Hattiesburg, Forrest County, Mississippi, which manufacturing facility is a bona fide (new X expanded) enterprise of public utility within the meaning of Section 27-31-101, et seq., and related Sections of the Mississippi Code of 1972, as amended, and is eligible for the exemption granted by the above mentioned section by specific enumeration, namely manufacturing.
4. That said expansion was completed on the 31st day of December 2023 within the meaning of the applicable statutes of the State of Mississippi, and therefore, the exemption hereby claimed should commerce on said date.
5. That said enterprise continues to maintain approximately 71 cumulative F/T and 30 Temp jobs with an estimated annual payroll of \$3,700,000.

6. The said exemption of the tangible property described in Exhibit "A" should be granted for a period of ten years from December 31, 2023.
7. That the true value of all property to exempted is \$327,814 as shown in an itemized list attached hereto as Exhibit "A" and made a part hereof.

PRAYER

WHEREFORE, Applicant prays that the City Council enter a finding that Applicant's manufacturing facility is in fact a (new X expanded) enterprise and that the same was completed on the 31st day of December, 2023, within the meaning of the applicable laws of Mississippi; and

That Applicant be granted an exemption from ad valorem taxation, except School District ad valorem taxation, as provided by law, for a period of ten years beginning on the 31st day of December, 2023, upon all of the tangible property described in Exhibit "A" attached hereto and made a part hereof, used in, or necessary to the operation of Applicant's manufacturing facility in the City of Hattiesburg, Forrest County, Mississippi; and

That the City Council approve this application by an order resolution spread upon its minutes declaring that such property is exempt from all ad valorem taxation, except School District ad valorem taxation, for a period of ten years and forward the original and three certified copies of this application and a certified transcript of such approval to the Mississippi State Tax commission and upon approval of such application by the said Mississippi State Tax Commission and certification of its approval, the City Council will enter a final order on its minutes granting the exemption herein prayed.

Respectfully submitted, this the 31st day of May, 2024.

GREEN BAY CONVERTING, INC.

Wisconsin Corporation

By: _____

STATE OF TEXAS
COUNTY OF DALLAS



PERSONALLY approved before me, the undersigned authority in and for said county and state, on this 31st day of May, 2024, within my jurisdiction, the within named **JOHN OLSEN**, who acknowledged that he is the Chief Financial Officer of **GREEN BAY CONVERTING, INC.**, a Wisconsin Corporation, that for and on the behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

(NOTARY PUBLIC)

EXHIBIT A
GREEN BAY CONVERTING, INC.
BUILDING IMPROVEMENTS & EQUIPMENT
PURCHASED 2023 EXPANSION

DATE	DESCRIPTION	AMOUNT
3/30/23	Install 595 Converting Line	\$20,215
5/18/23	Co2 system, kidde Fire system & controls	\$12,750
6/08/23	New Logsaw for 410/413 Converting Lines	\$294,849
TOTAL		\$327,814



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, November 5, 2024
Re: Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to JPM of Mississippi, Inc, for a period not to exceed ten (10) years, commencing December 31, 2023, and ending December 31, 2033, with a true value of \$269,284.00 or the amount approved by The Mississippi Department of Revenue.
File Number: 2024-637
Minute Book #

Summary

Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to JPM of Mississippi, Inc, for a period not to exceed ten (10) years, commencing December 31, 2023, and ending December 31, 2033, with a true value of \$269,284.00 or the amount approved by The Mississippi Department of Revenue.

Recommendation Statement

I recommend approval of this item.

Please place this on the November 5, 2024 City Council meeting for consideration.

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of JPM of Mississippi for exemption from ad valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES
TO JPM OF MISSISSIPPI AS AUTHORIZED BY
SECTION 27-31-101 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS JPM of Mississippi, INC on May 8th, 2024, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, JPM of Mississippi, INC, Inc has produced written verification and documentation to this Council as to the authenticity and correctness of its application regarding the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its application do not constitute renovations or replacements of realty or personality in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit "A" to the Application filed with this Council (a copy of Exhibit "A" is attached to this Resolution and incorporated by reference); and that Green Bay Converting, Inc, is entitled to the exemption sought for a period of 10 years, all subject to approval and certification by the Mississippi Department of Revenue.

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

Section 1. That the application for Ad Valorem Tax Exemption by JPM of Mississippi, INC for a consecutive period of ten (10) years from December 31, 2023, through December 31, 2033, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, as shown, and described in Exhibit "A", be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That JPM of Mississippi, Inc is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit "A" for a period of ten (10) years, commencing on 31st day of December 2023, and ending on the 31st day of December 2033 with a total true value of \$269,284.00 or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and

one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the Mississippi Department of Revenue for its approval and certification; after receipt of certification from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Mississippi Department of Revenue and with the State Auditor's Office; and the Clerk of this Council shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that both the real and personal property as set forth in Exhibit "A" has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption periods only.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 5th. day of November 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 5th day of November 2024.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

APPLICATION FOR AD VALOREM TAX EXEMPTION

AS AUTHORIZED BY SECTION 27-31-101, et seq., MISSISSIPPI CODE OF 1972, AS AMENDED

NAME OF ENTERPRISE JPM OF MISSISSIPPI, INC.

PHYSICAL ADDRESS 116 WL RUNNELS INDUSTRIAL DR, HATTIESBURG, MS 39401

TYPE OF INDUSTRY MANUFACTURING PRODUCT/SERVICE RETAINERS FOR BALL BEARINGS

LOCATION - COUNTY FORREST CITY HATTIESBURG

DATE OF COMPLETION 12/31/2023 YEARS REQUESTED 10

NEW (SECTION 27-31-101) _____ EXPANSION (SECTION 27-31-105) X

NEW JOBS 2 ESTIMATED PAYROLL 2,842,821.00 (TOTAL ALL EMPLOYEES)
78,000.00 (FOR EXPANSION OF TWO MACHINES)

TRUE VALUE OF PROPERTY EXEMPTED 269,284.00 *Attach an
itemized list of property to be exempted as Exhibit "A".

The applicant request that the Board approve this application by an order spread on its minutes declaring that the above property be exempt from all ad valorem taxation except school taxation for the period requested. The applicant further request that the application and certified approval of exemption be forwarded to the Department of Revenue and upon approval and certification by the Department, the Board enter a final order on its minutes granting the exemption. The above information is true and correct as certified by the applicant. This application is submitted on the 8TH day of MAY, 2024.

JPM OF MISSISSIPPI, INC.

Applicant (Name of Taxpayer)

By:

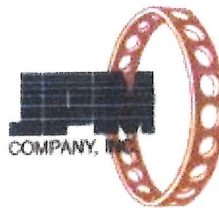
Title:

Robert M. Dean
V.P./A.M.

ATTEST:



116 W.L. Runnels Industrial Drive
P.O. Box 16449
Hattiesburg Industrial Park



1-601-544-9950
Out of State 1-800-525-4788
Fax 1-601-544-9967

JPM OF MISSISSIPPI, INC.
Hattiesburg, Mississippi 39404-6449

Building Improvements & Equipment
Purchase 2023 Expansion
Exhibit "A"

DATE	DESCRIPTION	AMOUNT
2/1/2023	Doosan Puma 2600YB-II Serial Number: ML0383000022	\$174,190.00
12/5/2023	United Barrel Finishing System and Wastewater Tank and Pumping System	\$ 95,094.00
TOTAL		\$269,284.00



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Kermas Eaton, City Clerk

cc:

Date: Tuesday, November 5, 2024

Re: Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Mississippi Tank Company, for a period not to exceed ten (10) years, commencing December 31, 2023, and ending December 31, 2033, with a true value of \$252,481.03 or the amount approved by The Mississippi Department of Revenue.
File Number: 2024-591
Minute Book #

Summary

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Mississippi Tank Company, for a period not to exceed ten (10) years, commencing December 31, 2023, and ending December 31, 2033, with a true value of \$252,481.03 or the amount approved by The Mississippi Department of Revenue.

Recommendation Statement

I recommend approval of this item.

Please place this on the November 5, 2024 City Council meeting for consideration.

Position Statement of Tax Assessor

Trade Name of Applicant: Mississippi Tank Company

Location: 3000 W 7th St Parcel: PPIN 8858

Type of Business: Manufacturing

Finished Products: Gas Tanks/Transport Trailers

State the Enumeration this Application Identifies with: 27-31-105

Has this Enterprise Enjoyed an Application Previously? Yes

Under any other Trade Name? No

Any Other Location? No

Under Any Other Ownership? No

Number of Jobs: 0 Estimated Annual Payroll: \$0.00

EXEMPTION TO BE ON:

LAND: No VALUE:

IMPROVEMENTS: No VALUE:

PERSONAL PROPERTY:

FURN & FIX. VALUE:

MACH & EQUIP. VALUE: \$252,481.03

INVENTORY VALUE:

RAW MATERIALS VALUE:

WORK IN PROGRESS VALUE:

Personal Property Total: \$252,481.03

Exemption Total Value: \$252,481.03

LAND AND IMPROVEMENTS:

Owner of Land: Mississippi Tank & Manufacturing Company

Owner of Improvements: Mississippi Tank Company

Date of Improvements: Completed: Expanded: 12/31/2023

Any Prior Exemption: Yes

Years of Exemption Applied for: 1/1/2024 Through: 12/31/2028

Applicant's Representative: Chris Rollins

Phone: 601-206-1433

**RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES**

The City Council next took up for consideration the matter of the application of Mississippi Tank Company for exemption from ad valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES
TO MISSISSIPPI TANK COMPANY AS AUTHORIZED BY
SECTION 27-31-101 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED.**

WHEREAS, MS Tank Company on April 10, 2024, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, MS Tank Company has produced written verification and documentation to this Council as to the authenticity and correctness of its application regarding the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its application do not constitute renovations or replacements of realty or personality in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit "A" to the Application filed with this Council (a copy of Exhibit "A" is attached to this Resolution and incorporated by reference); and that MS Tank Company is entitled to the exemption sought for a period of 10 years, all subject to approval and certification by the Mississippi Department of Revenue.

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

Section 1. That the application for Ad Valorem Tax Exemption by MS Tank Company for a consecutive period of ten (10) years from December 31, 2023, through December 31, 2033, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, as shown, and described in Exhibit "A", be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That MS Tank Company is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit "A" for a period of ten (10) years, commencing on 31st day of December 2023, and ending on the 31st day of December 2033 with a total true value of \$252,481.03 or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and

one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the Mississippi Department of Revenue for its approval and certification; after receipt of certification from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Mississippi Department of Revenue and with the State Auditor's Office; and the Clerk of this Council shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that both the real and personal property as set forth in Exhibit "A" has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption periods only.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 5th. day of November 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 5th day of November, 2024.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

APPLICATION FOR AD VALOREM TAX EXEMPTION

AS AUTHORIZED BY SECTION 27-31-101, et seq., MISSISSIPPI CODE OF 1972, AS AMENDED

NAME OF ENTERPRISE MISSISSIPPI TANK COMPANY

PHYSICAL ADDRESS 3000 W. 7TH STREET, HATTIESBURG.

TYPE OF INDUSTRY MANUFACTURER PRODUCT/SERVICE PRESSURE VESSELS, ETC.

LOCATION-COUNTY FORREST CITY HATTIESBURG

DATE OF COMPLETION 12/2023 YEARS REQUESTED 10 YEARS

NEW (SECTION 27-31-101) _____ EXPANSION (SECTION 27-31-105) X

NEW JOBS _____ ESTIMATED PAYROLL _____

TRUE VALUE OF PROPERTY EXEMPTION \$ 252,481.03 *Attach an
Itemized list of property to be exemption as "Exhibit A".

The Applicant requests that the Board approve this application by an order spread on its minutes declaring that the above property be exempt from all ad valorem taxation except school taxation for the period requested. The applicant further requests that the application and certified approval of exemption be forwarded to the Department of Revenue and upon approval and certification by the Department, the Board enter a final order on its minutes granting the exemption. The above information is true and correct as certified by the Applicant. This application is submitted on the 10th day of April, 2024.

MISSISSIPPI TANK COMPANY

Applicant

BY:

Title:

Fred Allen Martin
Vice President of Finance

Attest: [Signature]

APPLICATION TO THE CITY COUNCIL
OF
CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI
FOR EXEMPTION FROM
AD VALOREM TAXES

APPLICATION OF **MISSISSIPPI TANK COMPANY**
FOR EXEMPTION FROM
AD VALOREM TAXES FOR A PERIOD OF
10 YEARS AS AUTHORIZED BY
SECTION 27-31-105, et seq., OF THE
MISSISSIPPI CODE OF 1972, AS AMENDED

TO THE HONORABLE CITY COUNCIL, CITY OF HATTIESBURG, FORREST COUNTY,
MISSISSIPPI:

Comes now *Mississippi Tank Company*, and files this its Application with copies in triplicate for exemption from ad valorem taxation, except school district taxes and the “mandated levies” described in Code Section 27-39-329 and respectfully represents unto the Honorable City Council, City of Hattiesburg, Forrest County, Mississippi as follows:

1. Applicant has negotiated in good faith with the City Council as to the ad valorem tax exemption authorized by Code Section 27-31-105 and related Code Sections.
2. Applicant, *Mississippi Tank Company*, is a Mississippi Corporation and domiciled in the City of Hattiesburg, Forrest County, Mississippi.
3. Applicant operates as a manufacturer of compressed gas tanks, transport trailers, pressure vessels, and steel storage tanks, in Forrest County, Mississippi, which industry is a bona fide expanded enterprise of “public utility” within the meaning of Section 27-31-105 et seq., and related Sections of the Mississippi Code of 1972, as amended, which has made additions to or expansions of its facilities or properties or replacement of equipment used in connection with or necessary to the operation of such enterprise.
4. The Applicant is therefore eligible for the exemption granted by Code Section 27-31-105 as a manufacturing enterprise described in Code Section 27-31-101.
5. The exemption prayed for in this Application is with regard to additions to, expansions of, or replacements with respect to Applicant’s said enterprise of “public utility” as enumerated in Code Section

27-31-101 et seq., and related Sections of the Mississippi Code of 1972, as amended, and is eligible for exemption, namely Mississippi Code Annotated Section 27-31-105, which expansions, additions, and replacements will promote the industrialization of Mississippi and will promote the development of the City of Hattiesburg, Forrest County, Mississippi.

6. Applicant has expanded and upgraded its facilities with additions and replacements during 2023. This Application relates to the additions and replacements (as listed in "Exhibit A" hereto) acquired as a result of such additions, expansions and replacements.

7. Applicant's additions, expansions, and replacements, which are the subject of this Application, were completed within the meaning of the applicable statutes of the State of Mississippi on December 31, 2023. In accordance with the provisions of Code Section 27-31-105, the exemption hereby claimed should commence on the 1st day of January 2024.

8. The true value of all property to be exempted is \$ 252,481.03 as shown in the itemized list attached hereto as "Exhibit A" and made a part hereof.

9. The exemption from ad valorem taxation, except school district taxes and the "mandated levies", on the tangible property described in "Exhibits A" should be granted for a ten (10) year period beginning on 1st day of January 2024, and ending on the 31st day of December, 2033.

PRAYER

WHEREFORE, Applicant prays that this City Council, City of Hattiesburg, Forrest County, Mississippi, enter a finding that the Applicant has negotiated in good faith with the City Council as to the requested exemption; the Applicant has in fact undertaken an addition to, expansion of, or replacement with respect to an enterprise of "public utility"; and that the additions, expansions, and replacements were completed on December 31, 2023, and that the Applicant be granted an exemption, under Code Section 27-31-105, from ad valorem taxation, except school district ad valorem taxes and the "mandated levies" described in Code Section 27-39-329, as provided by law, for a ten-year period beginning on January 1, 2024, for the items of tangible property used in, or necessary to the operation of the Applicant's expanded enterprise in the County of Forrest, City of Hattiesburg, Mississippi and described in "Exhibit A" attached hereto; and

That this City Council, City of Hattiesburg, Mississippi, approve this Application by an Order of Resolution spread upon its minutes, declaring that such property is exempt from all ad valorem taxation,

except school district ad valorem taxes and the "mandated levies", for a period of ten (10) years and forward the original and three (3) copies of this Application and a certified transcript of such approval to the Mississippi Department of Revenue and that, upon approval of this Application by the Mississippi Department of Revenue and the issuance of its certificate of approval, the City Council, City of Hattiesburg, Forrest County, Mississippi, will enter a Final Order on its minutes granting the prayed for exemption and notify the County Tax Assessor of such exemption and obtain a certificate of the County Tax Assessor verifying the status of said property as non-taxable on the appropriate tax rolls.

Respectfully submitted, this the 10th day of April 2024.

APPLICANT:

MISSISSIPPI TANK COMPANY

By: Paul Allen Martin
Vice President of Finance
Title

ATTEST: M. J. R.

MISSISSIPPI TANK COMPANY

3000 W. 7th Street
Hattiesburg, Mississippi

Additions/Expansions 2023

"EXHIBIT A"**Personal Property**

03/08/23	Dell Latitude 5530 BTX Base Svc Tag #5GPBG83	\$	1,259.05
03/08/23	Dell Optiplex 3000 Micro Svc Tag #38TZ7V3	\$	832.17
03/08/23	Dell Optiplex 3000 Micro Svc Tag #4W308V3	\$	832.17
03/08/23	Dell Optiplex 3000 Micro Svc Tag #5X308V3	\$	832.17
03/08/23	Dell Optiplex 3000 Micro Svc Tag #6T308V3	\$	832.17
03/08/23	Dell Optiplex 3000 Micro Svc Tag #7V308V3	\$	832.17
03/08/23	Dell Optiplex 3000 Micro Svc Tag #JK008V3	\$	832.18
06/08/23	Dell Base DS Svc Tag #8WVCHV3	\$	741.31
07/17/23	Dell Latitude 3540 XCTO Svc Tag #1YQQND3	\$	1,763.11
07/17/23	Dell Latitude 3540 XCTO Svc Tag #2YQQND3	\$	1,763.11
07/17/23	Dell Precision 5820 Tower XCTO Base Svc Tag#5ZH5WX3	\$	6,491.10
07/17/23	Dell Latitude 33540 XCTO Svc Tag#BT26YW3	\$	1,763.11
		\$	18,773.82

01/11/23	AP-1 Air Powered Flux Recovery Unit, Serial #122677W	\$	2,676.46
01/12/23	Miller Pipeworx 400 Order SO01780-001	\$	1,200.00
01/12/23	Miller Pipeworx 400 Order SO01780-002	\$	1,200.00
01/27/23	L11 - 2" V-85Deg x12" Long Flame Hardened	\$	2,710.00
01/10/23	Phased Array Slip Joint Probe Holders	\$	3,217.21
02/07/23	Miller Pipeworx 400 Welding System S/N-ND202630, ND035005U	\$	20,762.06
02/13/23	100HP Variable Frequency Drive and (3) Braking Units	\$	15,839.78
03/22/23	Used Marvel Series 8 Vertical Band Saw	\$	8,257.16
03/01/23	Lincoln 4797-1 Mig Gun	\$	3,422.03
03/16/23	Insulation Blanket 48"x36"x1"	\$	4,441.43
04/26/23	Cast Iron Elevator Bucket	\$	7,185.43
04/13/23	Gretchen International Powertig 325 Ext (3 Phase 480V) w/ watercooler	\$	2,885.49
04/17/23	Gretchen International Powercool W375 Water Cooler	\$	585.71
04/11/23	2 - Lincoln K219 Flux Hopper	\$	3,275.91
05/08/23	Clark S25L LPG Forklift S/N-S232L-0235-10026KY	\$	35,129.00
05/01/23	AP-1 Air Powered Flux Recovery Unit, Serial #122980W	\$	3,000.35
07/18/23	Lincoln Power Mig Welder 260 DC CV	\$	3,866.76
08/31/23	Pjob - Okuma Lathe P100115	\$	17,452.90
08/31/23	Lincoln Powerwave w/ Max sa 10 Controller	\$	14,000.00
08/31/23	Pjob - Trailer Barrel Buggo Project - P100119	\$	12,291.85
09/30/23	Case iZ - CIZ Engineering Programing System	\$	12,613.16
09/30/23	2 - Used Lincoln Electric Flextec 450/650 Power Supply, 480V	\$	9,284.12
10/12/23	2 Flextec 500X Welders	\$	12,297.40
10/11/23	2 Lincoln LF-72 Wirefeed U120502598, U220800708	\$	8,613.00
11/30/23	Hem Saw	\$	27,500.00
		\$	233,707.21

\$ 252,481.03

RESOLUTION GRANTING EXEMPTION

FROM AD VALOREM TAXES

The City Council, City of Hattiesburg, Mississippi, this day considered the matter of granting exemption from ad valorem taxes, except school district taxes, to Mississippi Tank Company. The governing authority finds that the above named enterprise has submitted verification and documentation as to the authenticity and accuracy of the application in regard to the true value of the property to be exempted and the date of completion of said enterprise. The authority also finds that the property described in the application constitutes an industrial enterprise as described in Section 27-31-101, Mississippi Code of 1972, as amended.

This governing authority does hereby grant, subject to approval and certification of the Mississippi Department of Revenue, ad valorem tax exemption to the above taxpayer for a period of 10 years, beginning January 1, 2024, on the property described in the application with a total true value of \$ 252,481.03.

Therefore, the resolution to grant ad valorem tax exemption to the above named enterprise is hereby approved by the City Council, City of Hattiesburg, Mississippi for a period of 10 years as authorized by Section 27-31-101 et seq., Mississippi Code of 1972, as amended, on this the _____ day of _____, 2024.

Granting Authority

Name & Title

(SEAL)

Attest:

FINAL
RESOLUTION GRANTING EXEMPTION
FROM AD VALOREM TAXES

The City Council of City of Hattiesburg, Mississippi this day considered the matter of granting exemption from ad valorem taxes, except school district taxes, to Mississippi Tank Company.

The governing authority finds that the Mississippi Department of Revenue has certified that the applicant is eligible for exemption. The authority also finds that the property described in the application constitutes an industrial enterprise as described in Section 27-31-101, Mississippi Code of 1972, as amended.

This governing authority does hereby grant ad valorem tax exemption to the above taxpayer for a period of 10 years, beginning January 1, 2024, and expiring December 31, 2033 on the property described in the application with a total true value of \$ 252,481.03.

Therefore, the resolution to grant ad valorem tax exemption to the above named enterprise is hereby approved by the City Council, City of Hattiesburg, Mississippi for a period of 10 years as authorized by Section 27-31-101 et seq., Mississippi Code of 1972, as amended, on this the _____ day of _____ 2024.

Granting Authority

Name & Title

(SEAL)

Attest:



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, November 5, 2024

Re: Adopt the November 5th, 2024 Amendments to the budget for fiscal year ending September 30, 2024 and adopt Resolution authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance.
File Number: 2024-636
Minute Book #

Summary

Recommendation Statement

I recommend adoption of the November 5th, 2024 budget amendments for fiscal year 2024-2025 and resolution authorizing publication of amendments in excess of 10% of the originally appropriated fund balance.

Please place this on the November 5, 2024 City Council meeting for consideration.

RESOLUTION

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

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

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

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

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$821,000	\$207,200	\$1,028,200	Subs and Equipment

Section 2. That the following budget amendments are hereby authorized to be made in the City's General Fund Intermodal FAC Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$82,500	\$289,070	\$371,570	Train Depot Repairs

Section 3. That the following budget amendments are hereby authorized to be made in the City's General Fund Police Dept Capital Outlays Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$14,095	\$731,490	\$745,585	Open POs, Vehicles, Equipment

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

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$-0-	\$98,000	\$98,000	Open Purchase Orders for vehicles

Section 5. That the following budget amendments are hereby authorized to be made in the City's General Fund Engineering Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$-0-	\$220,000	\$220,000	Traffic Signal Upgrades, Tractor

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

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$653,000	\$560,000	\$1,213,000	Gordons Creek Piling Project

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

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$-0-	\$1,030,000	\$1,030,000	Adjust Budget for Open Purchase Orders/Trucks

Section 8. That the following budget amendments are hereby authorized to be made in the City's Economic Development Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$623,000	\$3,293,767	\$3,916,767	Adjust budget for Open POs and Special Projects.

Section 9. That the following budget amendments are hereby authorized to be made in

the City's Economic Development Capital Outlays Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$980,450	\$3,416,151	\$4,396,601	Budget fund balance Open POs and Special Projects

Section 10. That the following budget amendments are hereby authorized to be made in

the City's Parks & Recreation Capital Outlays Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$0	\$361,488	\$361,488	Budget fund balance for Equipment Purchases

Section 11. That the following budget amendments are hereby authorized to be made in

the City's Municipal Fire Capital Outlays Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$75,000	\$731,005	\$806,005	Budget fund balance for Open POs/Trucks

Section 12. That the following budget amendments are hereby authorized to be made in

the City's Police Forfeitures Fund Supplies Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$45,721	\$45,721	Budget fund balance for supplies purchases

Section 13. That the following budget amendments are hereby authorized to be made in

the City's Police Forfeitures Fund Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$30,000	\$30,000	Budget fund balance for training costs

Section 14. That the following budget amendments are hereby authorized to be made in the City's Police Forfeitures Fund Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$100,000	\$100,000	Budget for Vehicle and equipment

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

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ 650,000	\$1,100,000	\$1,750,000	Budget fund balance for Projects/Sims Boat Ramp

Section 16. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage, but nevertheless to be published according to law.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 5th day of November, 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 5th day of November, 2024.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

MEMORANDUM

TO : **Mayor Barker, Members of City Council**
FROM : **Malcolm G. Berch CFO**
DATE : **November 5, 2024**
SUBJECT : **Proposed Amendments, FY 2025**

Below is a list of the most significant proposed amendments to the FY 2024 budget. Attached is a more detailed list of proposed changes to the General Fund, detailing the impact to the Fund's budgeted ending cash. Descriptions are also included for proposed changes to the budgets of other funds.

- Beginning fund balances for all funds have been adjusted from estimated to actual.
- Open purchase orders from FY 2024 were covered in the attachments, if it was for a significant amount and would negatively impact the FY 2025 budget.

Significant items specifically for the **General Fund** include:

- Budgeted ending cash is less than the originally adopted amount.
- The excess fund balance was budgeted for equipment and vehicle purchases in the Police Department, Fire Department, Code enforcement, Public Works, and Parks & Recreation.
- A small portion of the increase in fund balance remains unbudgeted. This was one of the goals presented for allocating the anticipated increase in fund balance during the public hearing on the FY 2025 budget.
- Salary realignment in Traffic.

Budget amendments in other funds were attributed mostly to adjusting beginning cash estimates and capital outlays.

If you have questions concerning the information presented, please give me a call.

RECAP OF PROPOSED AMENDMENTS
NOVEMBER 5, 2024
FY 2025

GENERAL FUND:

Budgeted Ending Cash as adopted		20,000,000
Amendments to Revenues:		
Transfers In	-	
Federal Grants	850,000	
Adjustment to Beginning Cash	(3,261,025)	
Total Amendments to Revenues		(2,411,025)
Amendments to Expenditures:		
Information Tech - Open POs, IT Subs and Equip	(207,200)	
Gen Govt Bldg - Open POs	(10,220)	
Intermodal FAC O&M - Train depot repairs	(289,070)	
Police - Open Pos, Body Cams, Vehicles, Various	(731,490)	
Code Enf. - Open Pos/Vehicles	(98,000)	
Engineering - Traffic Signal Eq, Airport Tractor	(220,000)	
Drainage - Gordon's creek Piling	(560,000)	
Sanitation - Open POs, Trucks	(1,030,000)	
Eco. Dev. - open purchase orders; special projects	(6,709,918)	
Transfers - Community Centers and Parks & Rec	(150,000)	
Total Amendments to General Fund Expenditures		(10,005,898)
Budgeted Ending Cash, as Amended		\$ 7,583,077

PARKS & RECREATION FUND:

Adjust for Equipment & vehicle purchase	\$ 361,488
Adjust for Fund Balance	\$ 230,745

H.M.F.P. FUND - FIRE DIVISION

Adjust for Open Pos;Vehicles & Fire Truck	\$ 731,005
Adjust for Fund Balance	\$ 21,781

WATER & SEWER O & M FUND:

Adjust for Fund Balance	\$ 1,583,766
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POLICE FORFEITURES FUND:

Budget fund balance for DARE projects and other equipment	\$ 175,721
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AIRPORT IMPROVEMENT FUND:

Adjust fund balance	\$ 631,189
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MUNICIPAL ROAD & BRIDGE FUND:

Adjust fund balance	\$ 25,706
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MASS TRANSIT FUND:	
Adjust fund balance	\$ 68,770
WATER & SEWER CONSTRUCTION	
Adjust fund balance	\$ 448,935
COMMUNITY CENTERS	
Adjust fund balance	\$ 13,266
COVID FISCAL RECOVERY	
Adjust for Fund Balance	\$ (1,473,840)
CDBG FUND:	
Adjust for Fund Balance	\$ (532,220)
SPECIAL SALES TAX/USM IMPROVEMENTS FUND:	
Adjust budget for Sims Boat ramp project	\$ 1,100,000
Adjust for Fund Balance	\$ 646,915
PUBLIC SAFETY/RECREATION CONSTRUCTION FUND:	
Adjust budget for actual beginning fund balance	\$ 1,214,736
SERIES 2012 W&S BOND CONST	
Adjust budget to fund balance	\$ 131
2019 FIRE STATION CONST	
Adjust budget to actual beginning fund balance	\$ 236,009
INFRASTRUCTURE IMPR-INTERNET SALES TAX FUND:	
Adjust budget for beginning fund balance	\$ 842,259

All funds' beginning fund balances were adjusted from previous estimates to actual balances on October 1, 2024

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2025

	Original FY 2023 Budgets	5-Nov Amend'ts	Proposed Amended Budgets
<u>Revenues & Beg. Cash Balance:</u>			
Taxes -Other	\$15,000		\$15,000
Licenses & Permits	4,619,570		\$4,619,570
Intergovernmental Revenues:			\$0
Federal	4,376,536	850,000	\$5,226,536
State	1,073,829		\$1,073,829
State-Shared	28,165,092		\$28,165,092
County/City Shared	86,322		\$86,322
Charges for Services:			\$0
Public Safety	293,000		\$293,000
Streets	0		\$0
Sanitation	2,350,800		\$2,350,800
Misc.	0		\$0
Fines & Forf.	926,000		\$926,000
Misc. Revenues	379,600		\$379,600
Transfers-In	1,224,000		\$1,224,000
Non-Revenue Receipts	385,200		\$385,200
TOTAL REVENUES EXCLUSIVE OF PROPERTY TAXES	\$43,894,949	\$850,000	\$44,744,949
Beg. Fund Balance	20,000,000	-3,261,025	\$16,738,975
Less Reserve for Court Technology			\$0
Less Reserve for Future Debt Service			0
Property Tax Levy	21,400,000		21,400,000
TOTAL AVAIL. REVENUES	\$85,294,949	-\$2,411,025	\$82,883,924

THE GENERAL FUND EXPENDITURE BUDGETS:

001003	City Council			
	Personnel	\$399,190		399,190
	Supplies & Expenses	3,400		3,400
	Other Services & Charges	244,500		244,500
	Capital Outlays	6,000		6,000
	Total - City Council	\$653,090	\$0	\$653,090
001015	City Court			
	Personnel	\$1,296,700		1,296,700
	Supplies & Expenses	69,227		69,227
	Other Services & Charges	366,255		366,255
	Capital Outlays	0		0
	Total - City Court	\$1,732,182	\$0	\$1,732,182
001020	Mayor/Admin.			
	Personnel	\$889,200		889,200
	Supplies & Expenses	23,050		23,050
	Other Services & Charges	247,600		247,600
	Capital Outlays	4,500		4,500
	Total - Mayor/Admin.	\$1,164,350	\$0	\$1,164,350

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2025

	Original FY 2023 Budgets	5-Nov Amend'ts	Proposed Amended Budgets
001030 Elections			
Personnel	\$33,600		\$33,600
Supplies & Expenses	2,400		2,400
Other Services & Charges	92,050		92,050
Capital Outlays	0		0
Total - Elections	<u>\$128,050</u>	<u>\$0</u>	<u>\$128,050</u>
001040 Muni. Clerk			
Personnel	\$213,250		\$213,250
Supplies & Expenses	4,150		4,150
Other Services & Charges	49,650		49,650
Capital Outlays	0		0
Total - Muni Clerk	<u>\$267,050</u>	<u>\$0</u>	<u>\$267,050</u>
001042 Accounting			
Personnel	\$467,400		\$467,400
Supplies & Expenses	7,500		7,500
Other Services & Charges	5,200		5,200
Capital Outlays	0		0
Total - Accounting	<u>\$480,100</u>	<u>\$0</u>	<u>\$480,100</u>
001045 Purchasing			
Personnel	\$152,630		\$152,630
Supplies & Expenses	2,750		2,750
Other Services & Charges	3,284		3,284
Capital Outlays	0		0
Total - Purchasing	<u>\$158,664</u>	<u>\$0</u>	<u>\$158,664</u>
001060 City Attorney			
Personnel	\$96,710		\$96,710
Supplies & Expenses	100		100
Other Services & Charges	600		600
Capital Outlays	0		0
Total - City Attorney	<u>\$97,410</u>	<u>\$0</u>	<u>\$97,410</u>
001080 Human Resources			
Personnel	\$322,600		\$322,600
Supplies & Expenses	7,800		7,800
Other Services & Charges	11,100		11,100
Capital Outlays	0		0
Total - Human Resources	<u>\$341,500</u>	<u>\$0</u>	<u>\$341,500</u>
001081 Loss Control			
Personnel	\$73,960		\$73,960
Supplies & Expenses	6,000		6,000
Other Services & Charges	2,800		2,800
Capital Outlays	0		0
Total - Loss Control	<u>\$82,760</u>	<u>\$0</u>	<u>\$82,760</u>

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2025

	Original FY 2023 Budgets	5-Nov Amend'ts	Proposed Amended Budgets
001090 Urban Development			
Personnel	\$589,640		\$589,640
Supplies & Expenses	23,945		23,945
Other Services & Charges	130,980		130,980
Capital Outlays	0		0
Total - Urban Dev.	<u>\$744,565</u>	<u>\$0</u>	<u>\$744,565</u>
001091 Information Systems			
Personnel	\$326,000		\$326,000
Supplies & Expenses	39,100		39,100
Other Services & Charges	821,000	207,200	1,028,200
Capital Outlays	40,000		40,000
Total - Inf. Systems	<u>\$1,226,100</u>	<u>\$207,200</u>	<u>\$1,433,300</u>
001092 Gen. Gov't Building			
Personnel			\$0
Supplies & Expenses	19,500		19,500
Other Services & Charges	423,700	10,220	433,920
Capital Outlays	0		0
Total - Gen. Gov't Building	<u>\$443,200</u>	<u>\$10,220</u>	<u>\$453,420</u>
001093 Intermodal Facility (Depot) O & M:			
Personnel	\$0		\$0
Supplies & Expenses	11,300		11,300
Other Services & Charges	82,500	289,070	371,570
Capital Outlays	0		0
Total - Depot O & M	<u>\$93,800</u>	<u>\$289,070</u>	<u>\$382,870</u>
001094 Metro Planning			
Personnel	\$203,720		\$203,720
Supplies & Expenses	9,650		9,650
Other Services & Charges	242,050		242,050
Capital Outlays			0
Total - Metro Planning	<u>\$455,420</u>	<u>\$0</u>	<u>\$455,420</u>
001095 Gen. Gov't Insurance/Other serv.			
Personnel	\$0		\$0
Supplies & Expenses	500		500
Other Services & Charges	3,503,800		3,503,800
Capital Outlays			0
Total - Gen. Gov't Insur/other Serv.	<u>\$3,504,300</u>	<u>\$0</u>	<u>\$3,504,300</u>
001096 Federal Programs Administration			
Personnel	\$110,890		110,890
Supplies	3,500		3,500
Other Services & Charges	1,273,262		1,273,262
Capital Outlay	0		0
Total - Federal Programs Admin.	<u>\$1,387,652</u>	<u>\$0</u>	<u>\$1,387,652</u>

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2025

	Original FY 2023 Budgets	5-Nov Amend'ts	Proposed Amended Budgets
Recap - General Government Cost Centers			
Personnel	\$5,175,490	\$0	\$5,175,490
Supplies & Expenses	\$233,872	\$0	\$233,872
Other Services & Charges	\$7,500,331	\$506,490	\$8,006,821
Capital Outlays	\$50,500	\$0	\$50,500
Total - Gen. Government	\$12,960,193	\$506,490	\$13,466,683
001100 Police			
Personnel	\$13,309,600		\$13,309,600
Supplies & Expenses	767,320		767,320
Other Services & Charges	1,200,449		1,200,449
Capital Outlays	14,095	731,490	745,585
Total - Police	\$15,291,464	\$731,490	\$16,022,954
001131 Police & Fire Training			
Personnel	\$54,300		\$54,300
Supplies & Expenses	94,340		94,340
Other Services & Charges	68,700		68,700
Capital Outlays	0		0
Total - Police & Fire Training	\$217,340	\$0	\$217,340
001160 Fire			
Personnel	\$10,957,900		\$10,957,900
Supplies & Expenses	299,350		299,350
Other Services & Charges	330,720		330,720
Capital Outlays	0		0
Total - Fire Dept.	\$11,587,970	\$0	\$11,587,970
001180 Code Enforcement			
Personnel	\$816,700		\$816,700
Supplies & Expenses	31,755		31,755
Other Services & Charges	228,850		228,850
Capital Outlays	0	98,000	98,000
Total - Code Enforcement	\$1,077,305	\$98,000	\$1,175,305
001190 Contractual Services - Public Safety			
Personnel	\$233,890		\$233,890
Supplies & Expenses	0		0
Other Services & Charges	765,000		765,000
Capital Outlays	0		0
Total - Cont. Serv. - Public Safety	\$998,890	\$0	\$998,890
<u>Public Services Cost Centers:</u>			
001191 Traffic Maint.			
Personnel	\$371,200		\$371,200
Supplies & Expenses	148,050		148,050
Other Services & Charges	94,850		94,850
Capital Outlays	0		0
Total - Traffic Maint.	\$614,100	\$0	\$614,100

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2025

	Original FY 2023 Budgets	5-Nov Amend'ts	Proposed Amended Budgets
001201 Streets			
Personnel	\$1,105,600		\$1,105,600
Supplies & Expenses	309,100		309,100
Other Services & Charges	1,605,600		1,605,600
Capital Outlays	0		0
Total - Streets	<u>\$3,020,300</u>	<u>\$0</u>	<u>\$3,020,300</u>
001202 Street Lights			
Personnel			\$0
Supplies & Expenses			0
Other Services & Charges	1,400,000		1,400,000
Capital Outlays	0		0
Total - Street Lights	<u>\$1,400,000</u>	<u>\$0</u>	<u>\$1,400,000</u>
001203 Engineering			
Personnel	\$628,770		\$628,770
Supplies & Expenses	16,350		16,350
Other Services & Charges	357,702		357,702
Capital Outlays	0	220,000	220,000
Total - Engineering	<u>\$1,002,822</u>	<u>\$220,000</u>	<u>\$1,222,822</u>
001204 Shop			
Personnel	\$499,100		\$499,100
Supplies & Expenses	27,300		27,300
Other Services & Charges	60,100		60,100
Capital Outlays	0		0
Total - Shop	<u>\$586,500</u>	<u>\$0</u>	<u>\$586,500</u>
001205 GOFS			
Personnel	\$0		\$0
Supplies & Expenses	3,450		3,450
Other Services & Charges	11,000		11,000
Capital Outlays	0		0
Total - GOFS	<u>\$14,450</u>	<u>\$0</u>	<u>\$14,450</u>
001206 Drainage			
Personnel	\$0		\$0
Supplies & Expenses	8,750		8,750
Other Services & Charges	80,000		80,000
Capital Outlays	653,000	560,000	1,213,000
Total - Drainage	<u>\$741,750</u>	<u>\$560,000</u>	<u>\$1,301,750</u>
001207 Construction			
Personnel	\$682,700		\$682,700
Supplies & Expenses	114,700		114,700
Other Services & Charges	146,100		146,100
Capital Outlays	0		0
Total - Construction	<u>\$943,500</u>	<u>\$0</u>	<u>\$943,500</u>

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2025

	Original FY 2023 Budgets	5-Nov Amend'ts	Proposed Amended Budgets
001220 Sanitation			
Personnel	\$2,034,650		\$2,034,650
Supplies & Expenses	437,100		437,100
Other Services & Charges	1,565,750		1,565,750
Capital Outlays	0	1,030,000	1,030,000
Total - Sanitation	<u>\$4,037,500</u>	<u>\$1,030,000</u>	<u>\$5,067,500</u>
001221 Street Cleaning			
Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	0		0
Capital Outlays	0		0
Total - Street Cleaning	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
001250 Health			
Personnel	\$1,537,920		\$1,537,920
Supplies & Expenses	119,000		119,000
Other Services & Charges	4,150		4,150
Capital Outlays	0		0
Total - Health	<u>\$1,661,070</u>	<u>\$0</u>	<u>\$1,661,070</u>
Recap - Public Services:			
Personnel	\$6,859,940	\$0	\$6,859,940
Supplies & Expenses	\$1,183,800	0	1,183,800
Other Services & Charges	\$5,325,252	0	5,325,252
Capital Outlays	\$653,000	1,810,000	2,463,000
Total - Public Services	<u>\$14,021,992</u>	<u>\$1,810,000</u>	<u>\$15,831,992</u>
001260 Animal Control			
Personnel	\$175,850		\$175,850
Supplies & Expenses	11,900		11,900
Other Services & Charges	322,100		322,100
Capital Outlays	0		0
Total - Animal Control	<u>\$509,850</u>	<u>\$0</u>	<u>\$509,850</u>
001280 Human/Social Assist.			
Personnel			\$0
Supplies & Expenses			0
Other Services & Charges	331,500		331,500
Capital Outlays			0
Total - Human/Social Assist.	<u>\$331,500</u>	<u>\$0</u>	<u>\$331,500</u>
001402 Economic Dev.			
Personnel			\$0
Supplies & Expenses			0
Other Services & Charges	623,000	3,293,767	3,916,767
Capital Outlays	980,450	3,416,151	4,396,601
Total - Economic Dev.	<u>\$1,603,450</u>	<u>\$6,709,918</u>	<u>\$8,313,368</u>

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2025

	Original FY 2023 Budgets	5-Nov Amend'ts	Proposed Amended Budgets
001460 Debt Service			
Principal	\$867,158		\$867,158
Interest	297,044		\$297,044
Paying Agent Fee	3,000		\$3,000
Total Debt Service	<u>\$1,167,202</u>	<u>\$0</u>	<u>\$1,167,202</u>
001551 Airport			
Personnel	\$0		\$0
Supplies & Expenses	17,250		17,250
Other Services & Charges	38,550		38,550
Capital Outlays	0		0
Total - Airport	<u>\$55,800</u>	<u>\$0</u>	<u>\$55,800</u>
001553 Cemetery			
Personnel	\$955,800		\$955,800
Supplies & Expenses	80,400		80,400
Other Services & Charges	59,541		59,541
Capital Outlays	60,500		60,500
Total - Cemetery	<u>\$1,156,241</u>	<u>\$0</u>	<u>\$1,156,241</u>
001560 Parking Garages			
Personnel	\$53,860		\$53,860
Supplies & Expenses	1,600		1,600
Other Services & Charges	46,670		46,670
Capital Outlays	0		0
Total - Parking Garages	<u>\$102,130</u>	<u>\$0</u>	<u>\$102,130</u>
Transfers to Other Funds	\$4,213,621	150,000	\$4,363,621
EXPENDITURES & TRANSFERS	<u>\$65,294,948</u>	<u>\$10,005,898</u>	<u>\$75,300,846</u>
Recap - General Fund			
Personnel	\$38,593,330	\$0	\$38,593,330
Supplies & Expenses	2,721,587	0	2,721,587
Other Services & Charges	16,843,663	3,800,257	20,643,920
Capital Outlays	1,758,545	6,055,641	7,814,186
Principal Payments	867,158	0	867,158
Interest Payments	297,044	0	297,044
Total - Gen. Fund Cost Centers	<u>\$61,081,327</u>	<u>\$9,855,898</u>	<u>\$70,937,225</u>
Transfers to Other Funds	<u>4,213,621</u>	<u>150,000</u>	<u>4,363,621</u>
Total - Expenditures & Transfers	<u>\$65,294,948</u>	<u>\$10,005,898</u>	<u>\$75,300,846</u>
Ending Cash Budget	<u>\$20,000,001</u>	<u>-\$12,416,923</u>	<u>\$7,583,078</u>

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2025

	Original FY 2023 Budgets	5-Nov Amend'ts	Proposed Amended Budgets
ADMINISTRATIVE	\$12,960,193		\$13,466,683
POLICE & ACADEMY	\$15,508,804		\$16,240,294
FIRE	\$11,587,970		\$11,587,970
CODE ENFORCEMENT	\$1,077,305		\$1,175,305
PUBLIC WORKS	\$14,021,992		\$15,831,992
DEBT SERVICE	\$1,167,202		\$1,167,202
OTHER	\$4,757,861		\$11,467,779
TRANSFERS	\$4,213,621		\$4,363,621
PERSONNEL	\$38,593,330		\$38,593,330
SUPPLIES	\$2,721,587		\$2,721,587
OTHER SERVICES & CHARGES	\$16,843,663		\$20,643,920
CAPITAL OUTLAY	\$1,758,545		\$7,814,186
DEBT SERVICE	\$1,164,202		\$1,164,202
TRANSFERS	\$4,213,621		\$4,363,621

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2025

	Original FY 2023 Budgets	November Amend'ts	Proposed Amended Budgets
<i>Parks & Recreation (Fund #2):</i>			
002300 Recreation Maint. Cost Center			
Personnel	\$2,037,900		\$2,037,900
Supplies & Expenses	343,800		343,800
Other Services & Charges	579,001		579,001
Capital Outlays	0	361,488	361,488
Total - Recreation Maint.	<u>\$2,960,701</u>	<u>\$361,488</u>	<u>\$3,322,189</u>
002315 Recreation Admin.			
Personnel	\$541,350		\$541,350
Supplies & Expenses	86,760		86,760
Other Services & Charges	476,800		476,800
Capital Outlays	0		0
Total - Recreation Admin.	<u>\$1,104,910</u>	<u>\$0</u>	<u>\$1,104,910</u>
Kamper Park Zoo			
Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	0		0
Capital Outlays	0		0
Total - Kamper Park	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
<i>Recap - Parks & Recreation Fund:</i>			
Personnel	\$2,579,250	\$0	\$2,579,250
Supplies & Expenses	430,560	0	430,560
Other Services & Charges	1,055,801	0	1,055,801
Capital Outlays	0	361,488	361,488
Total - Recreation Maint.	<u>\$4,065,611</u>	<u>\$361,488</u>	<u>\$4,427,099</u>
<i>Municipal Fire Protection (Fund #5):</i>			
Personnel	\$0		\$0
Supplies & Expenses	69,500		69,500
Other Services & Charges	55,000		55,000
Capital Outlays	75,000	731,005	806,005
Principal Payments	40,475		40,475
Interest Payments	385		385
Total - Municipal Fire Prot. Fund	<u>\$240,360</u>	<u>\$731,005</u>	<u>\$971,365</u>
<i>Special Streets (Fund #8):</i>			
Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	497,000		497,000
Capital Outlays	0		0
Total - Special Streets	<u>\$497,000</u>	<u>\$0</u>	<u>\$497,000</u>

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2025

	Original FY 2023 Budgets	November Amend'ts	Proposed Amended Budgets
Water & Sewer Operation & Maint. (Fund #9):			
009660 Customer Accounts Cost Center			
Personnel	\$946,960		\$946,960
Supplies & Expenses	74,300		74,300
Other Services & Charges	610,600		610,600
Capital Outlays	70,000		70,000
Total - Customer Accounts	<u>\$1,701,860</u>	<u>\$0</u>	<u>\$1,701,860</u>
009672 Water Transmission Cost Center			
Personnel	\$1,230,140		\$1,230,140
Supplies & Expenses	320,500		320,500
Other Services & Charges	2,237,300		2,237,300
Capital Outlays	210,000		210,000
Total - Water Trans.	<u>\$3,997,940</u>	<u>\$0</u>	<u>\$3,997,940</u>
009673 Plant Cost Center			
Personnel	\$563,070		\$563,070
Supplies & Expenses	540,000		540,000
Other Services & Charges	1,530,060		1,530,060
Capital Outlays	0		0
Total - Plant	<u>\$2,633,130</u>	<u>\$0</u>	<u>\$2,633,130</u>
009676 Sewer Cost Center			
Personnel	\$397,580		\$397,580
Supplies & Expenses	330,100		330,100
Other Services & Charges	2,565,500		2,565,500
Capital Outlays	85,000		85,000
Total - Sewer	<u>\$3,378,180</u>	<u>\$0</u>	<u>\$3,378,180</u>
009677 Lagoon Cost Center			
Personnel	\$615,270		\$615,270
Supplies & Expenses	325,500		325,500
Other Services & Charges	2,284,400		2,284,400
Capital Outlays	0		0
Principal Payments	0		0
Interest Payments	0		0
Total - Lagoon Cost Center	<u>\$3,225,170</u>	<u>\$0</u>	<u>\$3,225,170</u>
Recap: Water & Sewer O & M Fund:			
Personnel	\$3,753,020	\$0	\$3,753,020
Supplies & Expenses	1,590,400	0	\$1,590,400
Other Services & Charges	9,227,860	0	\$9,227,860
Capital Outlays	365,000	0	\$365,000
Principal Payments	0	0	\$0
Interest Payments	0	0	\$0
Total - Water & Sewer O & M Fund	<u>\$14,936,280</u>	<u>\$0</u>	<u>\$14,936,280</u>

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2025

	Original FY 2023 Budgets	November Amend'ts	Proposed Amended Budgets
Water & Sewer Bond & Int. (Fund #10):			
Other Services & Charges			\$0
Principal Payments	\$5,730,000		\$5,730,000
Interest Payments	\$1,145,000		\$1,145,000
Paying Agent Fees	\$15,000		\$15,000
Total - W & S Bond & Int. Fund	\$6,890,000	\$0	\$6,890,000
Water & Sewer Revenue (Fund #11):			
Principal Payments	\$0		\$0
Interest Payments	0		0
Other services & charges	71,000		71,000
Transfers to other funds	29,019,000		29,019,000
Total - W & S Revenue Fund	\$29,090,000	\$0	\$29,090,000
2020 Tax Increment (Planet Fitness) Bond & Int (Fund #12):			
Principal Payments	\$39,202		\$39,202
Interest Payments	15,245		15,245
Other Services & Charges	0		0
Transfers	0		0
Paying Agent Fees	0		0
Total - 1999 TIF Bond & Int Fund	\$54,447	\$0	\$54,447
City Bond & Interest (Fund #13):			
Principal Payments	\$1,504,178		\$1,504,178
Interest Payments	1,942,910		1,942,910
Other Services & Charges	30,000		30,000
Transfers			0
Paying Agent Fees	20,000		20,000
Total - 1999 TIF Bond & Int Fund	\$3,497,088	\$0	\$3,497,088
SUPPLEMENTAL ENVIRONMENTAL PROJECT (FUND #17):			
Supplies	\$0		\$0
Other Services & Charges	220,800		220,800
Capital Outlay	0		0
Transfers	0		0
Total - Supp. Env. Project Fund	\$220,800	\$0	\$220,800
Police Fines & Forfeitures (Fund #19):			
Personnel	\$0		\$0
Supplies & Expenses	0	45,721	45,721
Other Services & Charges	0	30,000	30,000
Capital Outlays	0	100,000	100,000
Transfers	0		0
Total - Fines & Forf. Fund	\$0	\$175,721	\$175,721

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2025

	Original FY 2023 Budgets	November Amend'ts	Proposed Amended Budgets
Series 2002 TIF Bond & Int (Southern Pointe, Fund #20):			
Principal Payments	\$195,000		\$195,000
Interest Payments	47,409		47,409
other services & charges	2,000		2,000
Total - 1999 TIF Bond & Int Fund	\$244,409	\$0	\$244,409
Series 2004 TIF Bond & Int (Home Depot, Fund #21):			
Principal Payments	\$0		\$0
Interest Payments	0		0
Transfers	0		0
other services & charges	0		0
Total - 2004 TIF Bond & Int Fund	\$0	\$0	\$0
Series 2003 TIF Bond & Int (Chauvet Sq., Fund #22):			
Principal Payments	\$165,000		\$165,000
Interest Payments	23,850		23,850
other services & charges	2,500		2,500
Transfers to other Funds	0		0
Total - 2003 TIF Bond & Int Fund	\$191,350	\$0	\$191,350
Series 2007 TIFBond & Int (Turtle Creek Fund 23):			
Principal Payments	110,000		110,000
Interest Payments	21,770		21,770
Other Services & Charges	2,500		2,500
Total - 2007 TIF Bond & Int Fund	\$134,270	\$0	\$134,270
Series 2008 TIF Bond & Int (Lincoln Center Fund 24):			
Principal Payments	\$0		0
Interest Payments	\$0		0
Other Services & Charges	\$0		0
Total - 2008 TIF Bond & Int Fund	\$0	\$0	\$0
Series 2011 TIF Bond & Int (Turtle Creek Commons/Kohl's Fund 25):			
Principal Payments	\$0		0
Interest Payments	\$0		0
Transfers	\$0		0
Total - 2008 TIF Bond & Int Fund	\$0	\$0	\$0
Series 2016 TIF Bond & Int (Whispering Pines Fund 26):			
Principal Payments	\$205,000		205,000
Interest Payments	\$74,623		74,623
Other Services & Charges	\$2,000		2,000
Total - 2008 TIF Bond & Int Fund	\$281,623	\$0	\$281,623
Series 2016 TIF Bond & Int (Hburg Clinic Midtown Fund 28):			
Principal Payments	\$57,000		57,000
Interest Payments	\$18,286		18,286
Other Services & Charges			0

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2025

	Original FY 2023 Budgets	November Amend'ts	Proposed Amended Budgets
Total - 2008 TIF Bond & Int Fund	\$75,286	\$0	\$75,286
Airport Imp. (Fund #39):			
Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	50,000		50,000
Capital Outlays	1,236,134		1,236,134
Total - Airport Imp. Fund	\$1,286,134	\$0	\$1,286,134
Series 2015A TIF Bond & Int (The Ridge at Turtle Creek) (Fund #50)			
Principal Payments	84,000		84,000
Interest Payments	35,695		35,695
Paying Agent Fees	2,000		2,000
Other Services & Charges	-		0
Total - Series 2015A TIF Bond & Int	\$ 121,695	\$ -	\$ 121,695
Series 2015B TIF Bond & Int (Midtown Market) (Fund #51)			
Principal Payments	14,000		14,000
Interest Payments	6,160		6,160
Paying Agent Fees	2,000		2,000
Other Services & Charges	-		-
Total - Series 2015B TIF Bond & Int	\$ 22,160	\$ -	\$ 22,160
Series 2019 TIF Bond & Int (Elam Arms) (Fund #52)			
Principal Payments			
Interest Payments	187,000		187,000
Paying Agent Fees	105,369		105,369
	4,000		4,000
Other Services & Charges			0
Total - Series 2019 TIF Bond & Int	\$ 296,369	\$ -	\$ 296,369
Municipal Road & Bridge (Fund #72):			
Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	1,330,000		1,330,000
Capital Outlays	8,068,369		8,068,369
Principal	0		0
Interest	0		0
Total - Municipal Road & Bridge	\$9,398,369	\$0	\$9,398,369
Mass Transit (Fund #73):			
Personnel	\$1,551,100		\$1,551,100
Supplies & Expenses	250,700		250,700
Other Services & Charges	326,875		326,875

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2025

	Original FY 2023 Budgets	November Amend'ts	Proposed Amended Budgets
Capital Outlays	3,899,392		3,899,392
Total - Mass Transit Fund	\$6,028,067	\$0	\$6,028,067
Water & Sewer Construction (Fund #75):			
Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	2,000,000		2,000,000
Transfers			0
Capital Outlays	6,000,000		6,000,000
Total - W & S Construction Fund	\$8,000,000	\$0	\$8,000,000
Community Centers (Fund #77):			
Personnel	\$651,600		\$651,600
Supplies & Expenses	46,200		46,200
Other Services & Charges	194,950		194,950
Capital Outlays	70,500		70,500
Transfers	0		0
Total - Community Centers Fund	\$963,250	\$0	\$963,250
Community Dev. Block Grant (Fund #82):			
Personnel	\$297,700		\$297,700
Supplies & Expenses	8,250		8,250
Other Services & Charges	920,660		920,660
Capital Outlays	1,356,181		1,356,181
Transfers	0		0
Total - CDBG Fund	\$2,582,791	\$0	\$2,582,791
Covid Fiscal Recovery Fund (Fund #79):			
Supplies	\$0		0
Other Services & Charges	\$0		0
Transfers Out	\$0		0
Capital Outlay	18,465,810		18,465,810
Total - Series 2009 G.O. Bonds	\$18,465,810	\$0	\$18,465,810
Special Sales Tax-Parks/Rec/USM Improvements (Fund 86):			
Principal Payments	\$1,355,000		1,355,000
Interest Payments	\$131,600		131,600
Personal Services	\$57,650		57,650
Supplies	\$0		0
Other Services & Charges	\$1,775,000		1,775,000
Transfers Out	\$1,850,000		1,850,000
Capital Outlay	650,000	\$1,100,000	1,750,000
Total - Parks/Rec/USM Impr.	\$5,819,250	\$1,100,000	\$6,919,250
Public Safety/Recreation Construction (Fund #88):			
Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	0		0

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2025

	Original FY 2023 Budgets	November Amend'ts	Proposed Amended Budgets
Capital Outlays	3,604,000		3,604,000
Transfers to other Funds	0		0
Total - Series 2002 Const. Fund	\$3,604,000	\$0	\$3,604,000

MDA Energy Efficiency Capital Projects (Fund 89):

Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	0		0
Capital Outlays	0		0
Transfers	0		0
Total - Series 2004 Const. Fund	\$0	\$0	\$0

Series 2008 G.O. Note (Downtown Lighting)(Fund # 90):

Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	0		0
Capital Outlays	0		0
Transfers	0		0
Total - Series 2004 Const. Fund	\$0	\$0	\$0

TIF Construction (Fund # 91):

Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	0		0
Capital Outlays	0		0
Transfers	0		0
Total - Series 2004 Const. Fund	\$0	\$0	\$0

2019 Fire Station Construction Fund (Fund 95):

Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	0		0
Capital Outlays	981,300		981,300
Transfers	0		0
Total - Series 2001 Const. Fund	\$981,300	\$0	\$981,300

Infrastructure Impr-Internet Sales Tax (Fund #97):

Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	0		0
Transfers			0
Capital Outlays	8,000,000		8,000,000
Total - Internet Sales Tax Fund	\$8,000,000	\$0	\$8,000,000

Water Meter Project (Fund #98):

Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	0		0

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2025

	Original FY 2023 Budgets	November Amend'ts	Proposed Amended Budgets
Transfers	0		0
Capital Outlays	7,254,315		7,254,315
Total - Kamper Park Imp. Fund	\$7,254,315	\$0	\$7,254,315

Series 2010 Water & Sewer G.O. Constr. (Fund #99):

Personnel			
Supplies & Expenses			
Other Services & Charges			0
Capital Outlay	\$0		0
Transfers out	\$0		\$0
Total - Series 2010 Constr.	\$0	\$0	\$0

Series 2013 Water & Sewer Revenue Constr. (Fund #105):

Personnel			0
Supplies & Expenses			0
Other Services & Charges	\$0		0
Capital Outlay	\$0		0
Transfers	\$0		0
Total - Series 2013 Constr.	\$0	\$0	\$0

Series 2016 Water & Sewer Taxable Bonds Constr. (Fund #93):

Personnel			0
Supplies & Expenses			0
Other Services & Charges	\$0		0
Capital Outlay	\$0		0
Transfers			0
Total - Series 2016 Constr.	\$0	\$0	\$0

Series 2012 Water & Sewer Const. (Fund #94):

Personnel	\$0		\$0
Supplies & Expenses	0		0
Other Services & Charges	0		0
Capital Outlays	0		0
Transfers Out	64		64
Total - Series 2012 Const.	\$64	\$0	\$64

**GRAND TOTAL - FUNDS OTHER
 THAN THE GENERAL FUND**

	\$133,242,098	\$2,368,214	\$135,610,312
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General Fund	\$65,294,948	\$10,005,898	\$75,300,846
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TOTAL EXPENDITURES & TRANSFERS	\$198,537,046	\$12,374,112	\$210,911,158
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Less: Interfund Transfers	-35,082,685	-150,000	-35,232,685
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TOTAL EXPENDITURES	\$163,454,361	\$12,224,112	\$175,678,473
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Recap of City-Wide Expenditure Budgets:

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2025

	Original FY 2023 Budgets	November Amend'ts	Proposed Amended Budgets
<i>Personnel</i>	\$47,483,650	\$0	\$47,483,650
<i>Supplies & Expenses</i>	\$5,117,197	\$45,721	\$5,162,918
<i>Other Services & Charges</i>	\$34,650,609	\$3,830,257	\$38,480,866
<i>Capital Outlays</i>	\$61,784,546	\$8,348,134	\$70,132,680
<i>Principal Payments</i>	9,198,013	0	9,198,013
<i>Interest Payments</i>	3,733,746	0	3,733,746
<i>Total Expenditure Budgets</i>	\$161,967,761	\$12,224,112	\$174,191,873

RESOLUTION

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

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

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

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

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$821,000	\$207,200	\$1,028,200	Subs and Equipment

Section 2. That the following budget amendments are hereby authorized to be made in the City's General Fund Intermodal FAC Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$82,500	\$289,070	\$371,570	Train Depot Repairs

Section 3. That the following budget amendments are hereby authorized to be made in the City's General Fund Police Dept Capital Outlays Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$14,095	\$731,490	\$745,585	Open POs, Vehicles, Equipment

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

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$-0-	\$98,000	\$98,000	Open Purchase Orders for vehicles

Section 5. That the following budget amendments are hereby authorized to be made in the City's General Fund Engineering Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$-0-	\$220,000	\$220,000	Traffic Signal Upgrades, Tractor

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

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$653,000	\$560,000	\$1,213,000	Gordons Creek Piling Project

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

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$-0-	\$1,030,000	\$1,030,000	Adjust Budget for Open Purchase Orders/Trucks

Section 8. That the following budget amendments are hereby authorized to be made in the City's Economic Development Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$623,000	\$3,293,767	\$3,916,767	Adjust budget for Open POs and Special Projects.

Section 9. That the following budget amendments are hereby authorized to be made in the City's Economic Development Capital Outlays Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$980,450	\$3,416,151	\$4,396,601	Budget fund balance Open POs and Special Projects

Section 10. That the following budget amendments are hereby authorized to be made in the City's Parks & Recreation Capital Outlays Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$0	\$361,488	\$361,488	Budget fund balance for Equipment Purchases

Section 11. That the following budget amendments are hereby authorized to be made in the City's Municipal Fire Capital Outlays Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$75,000	\$731,005	\$806,005	Budget fund balance for Open POs/Trucks

Section 12. That the following budget amendments are hereby authorized to be made in the City's Police Forfeitures Fund Supplies Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$45,721	\$45,721	Budget fund balance for supplies purchases

Section 13. That the following budget amendments are hereby authorized to be made in the City's Police Forfeitures Fund Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$30,000	\$30,000	Budget fund balance for training costs

Section 14. That the following budget amendments are hereby authorized to be made in the City's Police Forfeitures Fund Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$100,000	\$100,000	Budget for Vehicle and equipment

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

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ 650,000	\$1,100,000	\$1,750,000	Budget fund balance for Projects/Sims Boat Ramp

Section 16. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage, but nevertheless to be published according to law.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 5th day of November, 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 5th day of November, 2024.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2025

GENERAL FUND:

REVENUES & BEG. CASH:

Taxes - Other	\$15,000
Licenses & Permits	4,619,570
Inter-governmental Revenues:	
Federal Grants	5,226,536
State Grants	1,073,829
State-Shared Revenues	28,165,092
County Shared Revenues	86,322
Charges for Services:	
Public safety	293,000
Streets	0
Sanitation	2,350,800
Misc.	926,000
Fines & Forfeits	379,600
Miscellaneous	0
Transfers-In	1,224,000
Non-Revenue Receipts	385,200
Total From All Sources	<u>44,744,949</u>
Other Than taxation	<u>44,744,949</u>
Beginning Cash and	
Investment Balance	16,738,975
Reserve for Court Technology	0
Amount to be Raised by Tax Levy	21,400,000
TOTAL FROM ALL SOURCES	<u><u>\$82,883,924</u></u>

EXPENDITURES & ENDING CASH:

General Government:	
Personnel	5,175,490
Supplies & Expenses	233,872
Other services & Charges	8,006,821
Capital Outlays	50,500
Total - General Government	<u>13,466,683</u>
Police Dept.:	
Personnel	13,306,900
Supplies & Expenses	770,020
Other services & Charges	1,200,449
Capital Outlays	745,585
Total - Police Dept.	<u>16,022,954</u>
Police & Fire Training:	
Personnel	54,300
Supplies & Expenses	94,340
Other services & Charges	68,700
Capital Outlays	0
Total - Police & Fire Training	<u>217,340</u>
Fire Dept.:	
Personnel	10,957,900
Supplies & Expenses	299,350
Other services & Charges	330,720
Capital Outlays	0
Total - Fire Dept.	<u>11,587,970</u>
Land Development Administration:	
Personnel	816,700
Supplies & Expenses	31,755
Other services & Charges	228,850
Capital Outlays	98,000
Total - Land Dev. Admin.	<u>1,175,305</u>

Public Safety Contractual Services:	
Personnel	233,890
Other services & Charges	765,000
Total - Pub. Safety Cont. Serv.	<u>998,890</u>
Public Services:	
Personnel	6,859,940
Supplies & Expenses	1,183,800
Other services & Charges	5,325,252
Capital Outlays	2,463,000
Total - Public Services	<u>15,831,992</u>
Animal Control	
Personnel	175,850
Supplies & Expenses	11,900
Other services & Charges	322,100
Capital Outlays	0
Total - Animal Control	<u>509,850</u>
Human/Social	
Other services & Charges	331,500
Total - Human/Social	<u>331,500</u>
Economic Development	
Personnel	
Supplies & Expenses	
Other services & Charges	3,916,767
Capital Outlays	4,396,601
Total - Eco. Dev.	<u>8,313,368</u>
Debt Service:	
Principal Payments	867,158
Interest Payments	297,044
Paying Agent Fee	3,000
Total - Debt service	<u>1,167,202</u>
Airport	
Personnel	0
Supplies & Expenses	17,250
Other services & Charges	38,550
Capital Outlays	0
Total - Airport	<u>55,800</u>
Cemetery	
Personnel	955,800
Supplies & Expenses	80,400
Other services & Charges	59,541
Capital Outlays	60,500
Total - Cemetery	<u>1,156,241</u>
Parking Garages	
Personnel	51,280
Supplies & Expenses	1,600
Other services & Charges	49,250
Capital Outlays	0
Total - Parking Garages	<u>102,130</u>
Operating Transfers Out	<u>4,363,621</u>
Total Expenditures & Transfers	<u>75,300,846</u>
Ending Cash Balance	<u>\$7,583,078</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$82,883,924</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2025

PARKS & RECREATION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$1,000
State Grants	6,660
County Shared Revenues	0
Misc. grants	0

Charges for Services:

Culture & Recreation	81,820
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Miscellaneous	49,000
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Transfers-In	2,710,281
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Non-Revenue Receipts	0
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Total From All Sources	
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Other Than taxation	2,848,761
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Beginning Cash and

Investment Balance	830,745
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Amount to be Raised by Tax Levy	1,040,000
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TOTAL FROM ALL SOURCES	\$4,719,506
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EXPENDITURES & ENDING CASH:

Culture & Recreation:

Personnel	2,550,800
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Supplies & Expenses	430,560
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Other services & Charges	1,055,801
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Capital Outlays	361,488
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Total Expenditures	\$4,398,649
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Cash balance at End of Year	320,857
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TOTAL EXPENDITURES AND

ENDING CASH BALANCE	\$4,719,506
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CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2025

MUNICIPAL FIRE PROTECTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

State-Shared Revenues	\$297,500
Charges for Services	96,000
Fines & Forfeits	0
Miscellaneous	5,000
Transfers In	0

Non-Revenue Receipts

Total From All Sources	<u>398,500</u>
Other Than taxation	
Beginning Cash and	
Investment Balance	<u>991,781</u>
TOTAL FROM ALL SOURCES	<u><u>\$1,390,281</u></u>

EXPENDITURES & ENDING CASH:

Public Safety:

Personnel	\$0
Supplies & Expenses	69,500
Other services & Charges	55,000
Capital Outlays	806,005
Lease Debt Service - Principal	40,475
Lease Debt Service - Interest	385
Total Expenditures	<u>\$971,365</u>
Cash balance at End of Year	<u>418,916</u>

**TOTAL EXPENDITURES AND
ENDING CASH BALANCE**

\$1,390,281

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2025

SPECIAL STREET
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
Federal Grants	\$0
State Shared Revenues	95,000
Misc. grants	0
Miscellaneous	2,000
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	97,000
Beginning Cash and	
Investment Balance	296,996
TOTAL FROM ALL SOURCES	\$393,996

EXPENDITURES & ENDING CASH:

Public Services:	
Supplies & Expenses	0
Other services & Charges	393,996
Capital Outlays	0
Total Expenditures	\$393,996
Cash balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$393,996

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2025

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

REVENUES & BEG. CASH:

Charges for Services	\$65,000
Transfers-In	15,000,000
Miscellaneous	2,000
Non-Revenue Receipts	4,500
Total From All Sources	
Other Than taxation	15,071,500
Beginning Cash and Investment Balance	2,083,766
TOTAL FROM ALL SOURCES	\$17,155,266

EXPENDITURES & ENDING CASH:

Personnel	3,753,020
Supplies & Expenses	1,590,400
Other services & Charges	9,227,860
Capital Outlays	365,000
Lease Debt Service - Principal	0
Lease Debt Service - Interest	0
Total Expenditures	\$14,936,280
Cash balance at End of Year	2,218,986
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$17,155,266

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2025

***WATER & SEWER BOND
AND INTEREST FUND:***

REVENUES & BEG. CASH:

Transfers-In	\$7,050,000
Miscellaneous	150,000
Non-Revenue Receipts	0
Total Revenues	<u>7,200,000</u>
Beginning Cash Balance	<u>30,318,146</u>
TOTAL FROM ALL SOURCES	<u><u>\$37,518,146</u></u>

EXPENDITURES & ENDING CASH:

Bonds Redeemed	5,730,000
Interest on Bonds	1,145,000
Other Services & Charges	0
Paying Agent Fees	15,000
Total Expenditures	<u>6,890,000</u>
Cash balance at End of Year	<u>30,628,146</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$37,518,146</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2025

WATER & SEWER ENTERPRISE FUND:

REVENUES & BEG. CASH:

Charges for Services:	
Licenses, Permits & Fees	\$4,000
Miscellaneous	140,000
Metered Water Sales	14,390,000
Taps	190,000
Water Turn-On Fees	70,000
Sewer Connections	45,000
Sewer Charges	14,180,000
Total Revenues	<u>29,019,000</u>
Beginning Fund Balance	<u>0</u>
TOTAL FROM ALL SOURCES	<u>\$29,019,000</u>

EXPENDITURES & ENDING CASH:

Other Services & Charges	86,000
Principal Redeemed - Notes	0
Interest on Notes	0
Operating Transfers Out	29,004,000
Total Expenditures	<u>\$29,090,000</u>
Cash balance at End of Year	<u>(\$71,000)</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$29,019,000</u>

CITY OF HATTIESBURG, MISSISSIPPI
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For the Fiscal Year Ending September 30, 2025

***2020 TAX INCREMENT FINANCING (PLANET FITNESS) BOND & INT
FUND (DEBT SERVICE FUND):***

REVENUES & BEG. CASH:

Interest	\$400
County-Shared Revenues	29,553
Total From All Sources	
Other Than taxation	29,953
Beginning Cash and	
Investment Balance	140,180
Amount to be Raised by Tax Levy	24,894
TOTAL FROM ALL SOURCES	\$195,027

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	39,202
Interest on Bonds	15,245
Paying Agent Fees	0
Transfers Out	0
Other Services & Charges	0
Total Expenditures	\$54,447
Cash balance at End of Year	140,580
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$195,027

CITY OF HATTIESBURG, MISSISSIPPI
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BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2025

CITY BOND & INTEREST
FUND (DEBT SERVICE FUND):

REVENUES & BEG. CASH:

County-Shared Revenues	\$0
Interest	12,000
Non-Revenue receipts	0
Transfers-In	2,600,000
Total From All Sources	
Other Than taxation	2,612,000
Beginning Cash and	
Investment Balance	3,848,832
Amount to be Raised by Tax Levy	2,600,000
TOTAL FROM ALL SOURCES	\$9,060,832

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	1,504,178
Interest on Bonds	1,942,910
Other Services & Charges	30,000
Transfers	0
Paying Agent Fees	20,000
Total Expenditures	\$3,497,088
Cash balance at End of Year	5,563,744
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$9,060,832

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2025

SUPPLEMENTAL ENVIRONMENTAL PROJECT FUND

REVENUES & BEG. CASH:

Transfers In	\$0
Total From All Sources	
Other Than taxation	0
Beginning Cash and	
Investment Balance	233,534
TOTAL FROM ALL SOURCES	\$233,534

EXPENDITURES & ENDING CASH:

Other Services & Charges	220,800
Operating transfers out	0
Total Expenditures	\$220,800
Cash balance at End of Year	12,734
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$233,534

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2025

FINES & FORFEITURES FUND:

REVENUES & BEG. CASH:

State grants	
Charges for Services	0
Fines & Forfeits	0
Miscellaneous	0
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	0
Beginning Cash and	
Investment Balance	175,721
TOTAL FROM ALL SOURCES	\$175,721

EXPENDITURES & ENDING CASH:

Public Safety:	
Personnel	0
Supplies & Expenses	45,721
Other services & Charges	30,000
Capital Outlays	100,000
Transfers Out	0
Total Expenditures	\$175,721
Cash balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$175,721

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2025

SERIES 2002 TIF BOND & INTEREST
FUND (Southern Pointe Project):

REVENUES & BEG. CASH:

Interest	\$1,000
Transfers In	\$0
County-Shared Revenues	181,492
Total From All Sources	
Other Than taxation	182,492
Beginning Cash and	
Investment Balance	408,285
Amount to be Raised by Tax Levy	65,646
TOTAL FROM ALL SOURCES	\$656,423

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	195,000
Interest on Bonds	47,409
Other Services & Charges	2,000
Total Expenditures	\$244,409
Cash balance at End of Year	412,014
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$656,423

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2025

SERIES 2003 TIF BOND & INTEREST
FUND (Chauvet Square Project):

REVENUES & BEG. CASH:

Interest	\$0
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	0
Beginning Cash and	
Investment Balance	225,089
Amount to be Raised by Tax Levy	195,000
TOTAL FROM ALL SOURCES	\$420,089

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	165,000
Interest on Bonds	23,850
Other Services & Charges	2,500
Transfers to Other Funds	0
Total Expenditures	\$191,350
Cash balance at End of Year	228,739
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$420,089

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
for the fiscal year ended September 30, 2025

SERIES 2007 TIF BOND & INTEREST
FUND (Turtle Creek):

REVENUES & BEG. CASH:

Interest	\$500
County Shared Revenue	\$59,280
Transfer From Other Funds	
Total From All Sources	
Other Than taxation	59,780
Beginning Cash and	
Investment Balance	253,642
Amount to be Raised by Tax Levy	77,000
TOTAL FROM ALL SOURCES	\$390,422

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	110,000
Interest on Bonds	21,770
Other Services & Charges	2,500
Total Expenditures	\$134,270
Cash balance at End of Year	256,152
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$390,422

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2024

2008 TIF BOND AND INTEREST FUND
FUND (Lincoln Center):

REVENUES & BEG. CASH:

Interest	\$0
County Shared Revenue	\$0
Transfer From Other Funds	0
Total From All Sources	0
Other Than taxation	0
Beginning Cash and Investment Balance	123,929
Amount to be Raised by Tax Levy	0
TOTAL FROM ALL SOURCES	\$123,929

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	0
Interest on Bonds	0
Other Services & Charges	0
Total Expenditures	\$0
Cash balance at End of Year	123,929
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$123,929

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2025

2016 TIF BOND AND INTEREST
FUND (Whispering Pines):

REVENUES & BEG. CASH:

Interest	\$1,500
County Shared Revenue	\$219,134
Transfer From Other Funds	<u>0</u>
Total From All Sources	
Other Than taxation	<u>220,634</u>
Beginning Cash and	
Investment Balance	804,463
Amount to be Raised by Tax Levy	<u>171,474</u>
TOTAL FROM ALL SOURCES	<u><u>\$1,196,571</u></u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	205,000
Interest on Bonds	74,623
Other Services & Charges	<u>2,000</u>
Total Expenditures	<u>\$281,623</u>
Cash balance at End of Year	<u>914,948</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$1,196,571</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2025

2016 TIF BOND AND INTEREST FUND
FUND (Hattiesburg Clinic Midtown):

REVENUES & BEG. CASH:

Interest	\$700
County Shared Revenue	\$41,407
Transfer From Other Funds	<u>0</u>
Total From All Sources	
Other Than taxation	<u>42,107</u>
Beginning Cash and	
Investment Balance	84,705
Amount to be Raised by Tax Levy	33,878
TOTAL FROM ALL SOURCES	<u><u>\$160,690</u></u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	57,000
Interest on Bonds	18,286
Other Services & Charges	<u>0</u>
Total Expenditures	<u>\$75,286</u>
Cash balance at End of Year	<u>85,404</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$160,690</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2025

**AIRPORT IMPROVEMENT
SPECIAL REVENUE FUND:**

REVENUES & BEG. CASH:

Federal Grants	\$686,359
State Shared Revenues	185,000
Miscellaneous	24,775
Transfers In	250,000
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	1,146,134
Beginning Cash and	
Investment Balance	771,189
TOTAL FROM ALL SOURCES	\$1,917,323

EXPENDITURES & ENDING CASH:

Public Services:	
Other services & Charges	50,000
Capital Outlays	1,236,134
Total Expenditures	\$1,286,134
Cash balance at End of Year	631,189
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$1,917,323

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2025

2015A TIF BOND AND INTEREST FUND
FUND (The Ridge at Turtle Creek):

REVENUES & BEG. CASH:

Interest	\$0
County Shared Revenue	\$29,924
Transfer From Other Funds	<u>0</u>
Total From All Sources	
Other Than taxation	<u>29,924</u>
Beginning Cash and	
Investment Balance	118,884
Amount to be Raised by Tax Levy	<u>89,771</u>
TOTAL FROM ALL SOURCES	<u><u>\$238,579</u></u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	84,000
Interest on Bonds	35,695
Other Services & Charges	<u>2,000</u>
Total Expenditures	<u>\$121,695</u>
Cash balance at End of Year	<u>116,884</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$238,579</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
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BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2025

2015B TIF BOND AND INTEREST FUND
FUND (Midtown Market):

REVENUES & BEG. CASH:

Interest	\$0
County Shared Revenue	\$13,215
Transfer From Other Funds	<u>0</u>
Total From All Sources	
Other Than taxation	<u>13,215</u>
Beginning Cash and	
Investment Balance	14,035
Amount to be Raised by Tax Levy	<u>9,969</u>
TOTAL FROM ALL SOURCES	<u><u>\$37,219</u></u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	14,000
Interest on Bonds	6,160
Paying Agent Fees	2,000
Other Services & Charges	<u>0</u>
Total Expenditures	<u>\$22,160</u>
Cash balance at End of Year	<u>15,059</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$37,219</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
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For the Fiscal Year Ending September 30, 2025

SERIES 2019 TIF BOND & INT
FUND (ELAM ARMS):

REVENUES & BEG. CASH:

Interest	\$1,500
County Shared Revenue	\$168,711
Transfer From Other Funds	68,900
Total From All Sources	
Other Than taxation	239,111
Beginning Cash and	
Investment Balance	676,840
Amount to be Raised by Tax Levy	132,017
TOTAL FROM ALL SOURCES	\$1,047,968

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	187,000
Interest on Bonds	105,369
Other Services & Charges	4,000
Total Expenditures	\$296,369
Cash balance at End of Year	751,599
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$1,047,968

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2025

MUNICIPAL ROAD & BRIDGE
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$1,100,000
State Grants	2,000
County Shared Revenues	1,950,000
Miscellaneous	0
Transfers In	0
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	3,052,000
Beginning Cash and	
Investment Balance	7,472,075
TOTAL FROM ALL SOURCES	\$10,524,075

EXPENDITURES & ENDING CASH:

Public Services:

Supplies & Expenses	0
Other services & Charges	1,330,000
Capital Outlays	8,068,369
Principal Payments	0
Interest Payments	0
Total Expenditures	\$9,398,369
Cash balance at End of Year	1,125,706
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$10,524,075

CITY OF HATTIESBURG, MISSISSIPPI
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For the Fiscal year Ending September 30, 2025

**MASS TRANSIT OPERATING
SPECIAL REVENUE FUND:**

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$5,600,612
State Grants	\$85,000
Miscellaneous	1,666
Transfers-In	445,000
Non-Revenue Reciepts	<u>0</u>
Total From All Sources	
Other Than taxation	<u>6,132,278</u>
Beginning Cash and	
Investment Balance	<u>(231,230)</u>
Amount to be Raised by Tax Levy	<u>260,000</u>
TOTAL FROM ALL SOURCES	<u><u>\$6,161,048</u></u>

EXPENDITURES & ENDING CASH:

Personnel	1,551,100
Supplies & Expenses	250,700
Other services & Charges	326,875
Capital Outlays	<u>3,899,392</u>
Total Expenditures	<u>\$6,028,067</u>
Cash balance at End of Year	<u>132,981</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$6,161,048</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal year Ending September 30, 2025

WATER & SEWER CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$0
Miscellaneous	82,000
Transfers-In	5,870,000
Non-Revenue Receipts	<u>1,500,000</u>
Total From All Sources	
Other Than taxation	<u>7,452,000</u>
Beginning Cash and	
Investment Balance	<u>2,048,935</u>
TOTAL FROM ALL SOURCES	<u><u>\$9,500,935</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	\$2,000,000
Capital Outlays	6,000,000
Transfers	<u>0</u>
Total Expenditures	<u>8,000,000</u>
Cash balance at End of Year	<u>1,500,935</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$9,500,935</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2025

COMMUNITY CENTERS
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Charges for services:	
Culture & Recreation	\$22,000
State Grants	\$55,000
Miscellaneous	25,000
Transfers-In	853,500
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	955,500
Beginning Cash and	
Investment Balance	513,266
TOTAL FROM ALL SOURCES	\$1,468,766

EXPENDITURES & ENDING CASH:

Personnel	651,600
Supplies & Expenses	46,200
Other services & Charges	194,950
Capital Outlays	70,500
Transfers	0
Total Expenditures	\$963,250
Cash balance at End of Year	505,516
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$1,468,766

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2025

COVID FISCAL RECOVERY FUND:

REVENUES & BEG. CASH:

Federal Grants	0
State Grants	9,923,900
Interest Earnings	0
Total Revenues	<u>9,923,900</u>
Beginning Cash and Investment Balance	<u>8,450,060</u>
TOTAL FROM ALL SOURCES	<u>\$18,373,960</u>

EXPENDITURES & ENDING CASH:

Supplies	
Other services & Charges	0
Capital Outlays	18,465,810
Transfers Out	0
Total Expenditures	<u>\$18,465,810</u>
Cash balance at End of Year	<u>(91,850)</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u>\$18,373,960</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2025

**COMMUNITY DEVELOPMENT BLOCK GRANT
SPECIAL REVENUE FUND:**

REVENUES & BEG. CASH:

Federal Grants	\$2,692,203
Miscellaneous	\$10,000
Transfers In	36,000
Total From All Sources	
Other Than taxation	2,738,203
Beginning Cash and	
Investment Balance	(482,220)
TOTAL FROM ALL SOURCES	\$2,255,983

EXPENDITURES & ENDING CASH:

Personnel	297,400
Supplies & Expenses	8,250
Other services & Charges	920,660
Capital Outlays	1,356,181
Transfers	0
Total Expenditures	\$2,582,491
Cash balance at End of Year	(326,508)
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$2,255,983

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2025

***SPECIAL SALES TAX-PARKS/RECREATION/USM IMPROVEMENTS
FUND***

REVENUES & BEG. CASH:

Intergovernmental Revenues:

Federal Grants	0
State Grants	980,000
State Shared Revenues	3,550,000
Transfers In	0
Miscellaneous	52,000
Total Revenues	<u>4,582,000</u>
Beginning Cash and Investment Balance	<u>2,246,915</u>
TOTAL FROM ALL SOURCES	<u><u>\$6,828,915</u></u>

EXPENDITURES & ENDING CASH:

Bonds Redeemed	1,355,000
Interest on Bonds	131,600
Personal Services	57,650
Other services & Charges	1,850,000
Capital Outlays	1,750,000
Transfers to Other Funds	0
Total Expenditures	<u>\$5,144,250</u>
Cash balance at End of Year	<u>1,684,665</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$6,828,915</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2025

***Public Safety Complex/Recreation
Construction Fund:***

REVENUES & BEG. CASH:

Proceeds from Bond Issue	0
Bond Premium	0
Federal Grants	3,064,000
State Grants	0
Transfers	0
Interest Earnings	40,000
Total Revenues	<u>3,104,000</u>
Beginning Cash and Investment Balance	<u>1,714,736</u>
TOTAL FROM ALL SOURCES	<u><u>\$4,818,736</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	3,604,000
Transfers to Other Funds	0
Total Expenditures	<u>\$3,604,000</u>
Cash balance at End of Year	<u>1,214,736</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$4,818,736</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2025

2019 FIRE STATION
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	\$25,000
Grant Revenues - State of MS	0
Transfers In	0
Note Proceeds	
Proceeds from General Obligation Bond Issue	0
Total Revenues	<u>25,000</u>
Beginning Cash and	
Investment Balance	<u>1,192,309</u>
TOTAL FROM ALL SOURCES	<u><u>\$1,217,309</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	981,300
Transfers Out	0
Total Expenditures	<u>\$981,300</u>
Cash balance at End of Year	<u>236,009</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$1,217,309</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2025

INFRASTRUCTURE IMPROVEMENTS - INTERNET SALES TAX FUND:

REVENUES & BEG. CASH:

Intergovernmental Revenue	\$5,500,000
Transfers In	0
Miscellaneous	
Non-Revenue Receipts	
Total Revenues	<u>5,500,000</u>
Beginning Cash and	
Investment Balance	<u>4,342,259</u>
TOTAL FROM ALL SOURCES	<u>\$9,842,259</u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Transfers Out	0
Capital Outlays	<u>8,000,000</u>
Total Expenditures	<u>\$8,000,000</u>
Cash Balance at End of Year	<u>1,842,259</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$9,842,259</u>



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Marybeth Bergin, Director of Transportation and Engineering
cc:
Date: Tuesday, November 5, 2024
Re: Adopt a Resolution amending the request for infrastructure and certain streets of Augusta Court Subdivision be accepted as public streets and accepting the infrastructure of said subdivision within the boundaries of the City of Hattiesburg.
File Number: 2024-645
Minute Book #

Summary

Adopt a Resolution amending the request for infrastructure and certain streets of Augusta Court Subdivision be accepted as public streets and accepting the infrastructure of said subdivision within the boundaries of the City of Hattiesburg.

Recommendation Statement

I recommend approval of this item.

Please place this on the November 5, 2024 City Council meeting for consideration.

AUGUSTA COURT SUBDIVISION OF GREYSTONE

SEE BLOW-UP DETAIL
FOR MORE INFORMATION

POINT OF COMMENCEMENT
NORTHEAST CORNER OF SECTION 3,
TOWNSHIP 4 NORTH, RANGE 14 WEST,
LAMAR COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI
COUNTY OF LAMAR

A part of the North 1/2 of Section 3, Township 4 North, Range 14 West, Lamar County, Mississippi, being more particularly described as: Commencing at the Northeast corner of said Section 3; thence run S89°35'03"W along the North line of said Section 3 for 2,319.74 feet to the Point of Beginning; thence run South for 866.27 feet to a point on the North Right-of-Way line of Longleaf Trace (Roads to Trails); thence run S88°07'46"W along said North Right-of-Way line for 750.40 feet; thence run North for 885.33 feet to a point on the said North line of Section 3; thence run N89°35'03"E along said North line for 750.02 feet to the Point of Beginning comprising 15.08 acres, more or less.

STATE OF MISSISSIPPI, COUNTY OF LAMAR

This is to certify that I, the undersigned owners of the property shown hereon, and/or on behalf of the corporation after first having been duly authorized by said corporation to do so, hereby adopt this plat as a plan for Augusta Court Subdivision of Greystone and dedicate the street Right-of-Way, utilities, easements and common area as shown to public use forever.

Witness my signature on this, the 2 day of January, 2008

Stan A. Hall
OWNER: Lot #17
Cross Country Development, LLC
Stan A. Hall, Vice President
103 Vinca Drive
Canton, MS 39046
(601)-238-2472

Barry Beightol
OWNER: Lot #14
Monarch Homes, LLC
Barry Beightol, Member
136 Crossland Road
Sumrall, MS 39482
(601)-818-5717

M. Thomas Coggins
The Chattel Group, LLC
M. Thomas Coggins, Managing Member
125 Monarch Blvd.
Hattiesburg MS 39402
(601)-296-9528

STATE OF MISSISSIPPI, COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, on this the 2 day of January, 2008 within my jurisdiction, the within named M. Thomas Coggins, Barry Beightol & Stan A. Hall who acknowledge that they are authorized by their entities to execute this document, on behalf of their entities and have executed the above and foregoing instrument, after first having reviewed and approved it.

Wayne Smith, C.C.
Chancery Clerk
by: *Rode Travis, D.C.*

Marianne E. Bayhne
NOTARY PUBLIC
My Comm. Expires
July 15, 2011

Marianne E. Bayhne
Notary Public

STATE OF MISSISSIPPI, COUNTY OF LAMAR

This is to certify that I have surveyed the land shown on this plat and fully described above and have subdivided the same with lots and that the plat hereon is a correct representation of the said survey and subdivision. This is to certify that I have fully complied with the requirements of the rules and regulations of the subdivision laws of Lamar County and the State of Mississippi.

Witness my signature on this, the 7th day of January, 2008

William F. Waits, P.E., R.L.S.
Civil Engineer No. 12261
Land Surveyor No. 2639
5031-A Old Highway 11
Hattiesburg, MS 39402
(601) 544 - 4009

STATE OF MISSISSIPPI, COUNTY OF LAMAR

This is to certify that I, a Mississippi Registered Professional Engineer and Land Surveyor, and as maker of this map of Augusta Court Subdivision of Greystone and the Chancery Clerk of Lamar County have compared this copy with the original, and find the same to be exact copies of each other.

Witness my signature on this, the 7th day of January, 2008

Wayne Smith, C.C.
Chancery Clerk
by: *Rode Travis, D.C.*

William F. Waits, P.E., R.L.S.
Civil Engineer No. 12261
Land Surveyor No. 2639
5031-A Old Highway 11
Hattiesburg, MS 39402
(601) 544 - 4009

STATE OF MISSISSIPPI, COUNTY OF LAMAR

This is to certify that I, the undersigned County Planner, have received and reviewed this, the Final Plat, in accordance with the Lamar County Subdivision Regulations.

Witness my signature on this, the 7 day of JANUARY, 2008

STATE OF MISSISSIPPI, COUNTY OF LAMAR

Final Approval of Plat for Recording Purposes Only:

Order of Board, Minute Book _____, Page _____

Witness my signature on this, the 7th day of January, 2008

STATE OF MISSISSIPPI, COUNTY OF LAMAR

I certify that this instrument was filed for record in my office on this, the 16th day of January, 2008

in Plat Book 3, Page 358, Slide 422

Wayne Smith, C.C.
Chancery Clerk
by: *Rode Travis, D.C.*

John R. Beaman, AICP
President, Lamar County
Board of Supervisors

Wayne Smith, C.C.
Chancery Clerk
by: *Rode Travis, D.C.*

LINE	LENGTH	BEARING
L1	32.30	N03°18'28"E
L2	32.30	S03°18'28"W
L3	40.36	S48°00'56"W
L4	40.74	N48°00'56"E

CURVE TABLE				
CURVE	LENGTH	RADIUS	BEARING	CHORD
C1	15.87	10.00	N44°36'40"W	14.26
C2	64.06	117.00	N16°12'37"E	63.26
C3	89.40	167.00	S18°33'51"W	88.33
C4	21.16	167.00	S02°24'26"E	21.15
C5	41.85	675.00	N04°15'41"W	41.84
C6	71.12	675.00	N00°31'59"E	71.09
C7	25.59	20.00	N40°12'35"E	23.88
C8	55.72	50.00	S44°56'36"W	52.88
C9	47.64	50.00	S14°16'38"E	45.86
C10	40.05	50.00	S64°31'24"E	38.99
C11	10.07	50.00	N88°45'33"E	10.05
C12	56.12	50.00	N48°50'21"E	53.22
C13	8.36	50.00		

A part of the North 1/2 of Section 3, Township 4 North, Range 14 West, Lamar County, Mississippi, being more particularly described as: Commencing at the Northeast corner of said Section 3; thence run S89°35'03"W along the North line of said Section 3 for 2,319.74 feet to the Point of Beginning; thence run South for 866.27 feet to a point on the North Right-of-Way line of Longleaf Trace (Rails to Trails); thence run S88°07'46"W along said North Right-of-Way line for 750.40 feet; thence run North for 885.33 feet to a point on the said North line of Section 3; thence run N89°35'03"E along said North line for 750.02 feet to the Point of Beginning comprising 15.08 acres, more or less.

This is to certify that I, the undersigned owners of the property shown hereon, and/or on behalf of the corporation after first having been duly authorized by said corporation to do so, hereby adopt this plat as a plan for Augusta Court Subdivision of Greystone and dedicate the street Right-of-Way, utilities, easements and common area as shown to public use forever.

 OWNER: Lot #17 Cross Country Development, LLC Stan A. Hall, Vice President 103 Vinca Drive Canton, MS 39046 (601)-238-2472	 OWNER: Lot #14 Monarch Homes, LLC Barry Beightol, Member 136 Crossland Road Sumrall, MS 39482 (601)-818-5717	 The Chattel Group, LLC M. Thomas Coggins, Managing Member 125 Monarch Blvd. Hattiesburg MS 39402 (601)-296-9528
--	--	--

Personally appeared before me, the undersigned authority in and for said County and State, on this the 2 day of January, 2008, within my jurisdiction, the within named M. Thomas Coggins, Barry Beightol & Signa Hall who acknowledge that they are authorized by their entities to execute this document, on behalf of their entities and have executed the above and foregoing instrument, after first having reviewed and approved it.

This is to certify that I have surveyed the land shown on this plat and fully described above and have subdivided the same with lots and that the plat hereon is a correct representation of the said survey and subdivision. This is to certify that I have fully complied with the requirements of the rules and regulations of the subdivision laws of Lamar County and the State of Mississippi.

STATE OF MISSISSIPPI, COUNTY OF LAMAR

This is to certify that I, a Mississippi Registered Professional Engineer and Land Surveyor, and as maker of this map of Augusta Court Subdivision of Greystone and the Chancery Clerk of Lamar County have compared this the copy with the original, and find the same to be exact copies of each other.

STATE OF MISSISSIPPI, COUNTY OF LAMAR

This is to certify that I, the undersigned County Planner, have received and reviewed this, the Final Plat, in accordance with the Lamar County Subdivision Regulations.

Final Approval of Plat for Recording Purposes Only:

Order of Board, Minute Book _____, Page _____.

Witness my signature on this, the 7th day of January, 2008

STATE OF MISSISSIPPI, COUNTY OF LAMAR

I certify that this instrument was filed for record in my office on this, the 16th day of January, 2008

in Plat Book 3, Page 358, Slide 422.

Wayne Smith, C.C.
Chancery Clerk by: Rose Travis

CURVE TABLE				
CURVE	LENGTH	RADIUS	BEARING	CHORD
C1	15.87	10.00	N44°56'40"E	14.28
C2	64.98	117.00	N161°23'33"E	63.26
C3	89.40	167.00	N113°13'42"E	88.33
C4	21.18	167.00	S02°24'26"E	21.13
C5	41.85	675.00	N00°45'11"E	41.84
C6	71.12	675.00	N00°31'59"E	71.09
C7	25.59	20.00	N40°12'35"E	23.88
C8	55.72	50.00	S44°36'36"E	52.88
C9	47.64	50.00	S14°16'38"E	45.89
C10	40.05	50.00	S64°31'24"E	38.96
C11	10.07	50.00	N88°45'33"E	10.00
C12	56.12	50.00	N48°50'21"E	53.22
C13	8.36	50.00	N113°13'42"E	8.33
C14	76.10	725.00	N00°23'39"E	76.07
C15	45.23	725.00	N00°45'01"E	45.23
C16	25.56	117.00	S00°31'6"E	25.55
C17	51.90	117.00	S19°11'13"E	51.41
C18	26.56	20.00	S69°56'29"E	24.63
C19	71.58	235.00	N63°17'08"E	71.30
C20	144.78	235.00	N176°54'38"E	142.50
C21	27.08	505.00	N73°43'40"E	27.00
C22	81.74	505.00	N113°13'42"E	81.61
C23	80.15	505.00	N02°22'03"E	80.00
C24	9.94	505.00	N02°44'37"E	9.93
C25	17.45	20.00	N28°18'18"E	16.99
C26	29.01	50.00	S36°40'59"E	28.63
C27	35.52	50.00	S00°17'26"E	34.73
C28	61.42	50.00	S55°58'18"E	57.61
C29	10.02	50.00	N83°14'42"E	10.00
C30	40.25	50.00	S13°49'36"E	38.31
C31	45.61	50.00	N05°12'35"E	44.00
C32	22.49	50.00	N33°48'00"E	22.23
C33	17.45	20.00	S21°41'23"E	16.99
C34	18.28	555.00	N00°22'52"E	18.22
C35	86.42	555.00	S02°32'24"E	86.30
C36	82.11	555.00	N144°21'21"E	82.00
C37	31.81	955.00	N173°17'10"E	31.61
C38	64.67	285.00	N27°13'26"E	64.55
C39	28.57	50.00	S02°24'26"E	28.22
C40	17.42	20.00	S72°58'11"E	16.88
C41	46.06	50.00	N71°31'59"E	44.44
C42	37.84	50.00	N23°27'48"E	36.99
C43	39.45	50.00	N20°49'03"E	38.41
C44	34.06	50.00	N62°55'55"E	33.43
C45	36.20	50.00	S76°48'45"E	35.45
C46	50.73	50.00	S27°00'06"E	48.55
C47	17.48	20.00	N28°38'30"E	16.99
C48	28.34	20.00	N88°56'39"E	26.20
C49	50.38	285.00	N55°58'11"E	50.30
C50	55.16	285.00	N68°28'02"E	55.50
C51	35.38	20.00	S21°19'53"E	30.99
C52	85.10	167.00	N14°45'05"E	84.10
C53	15.61	10.00	S44°52'13"E	14.01

LINE TABLE		
LINE	LENGTH	BEARING
L1	32.30	N03°18'28"E
L2	32.30	S03°18'28"W
L3	40.36	S48°00'56"W
L4	40.74	N48°00'56"E

(IN FEET)
1 inch = 100 ft.

BLOW-UP DETAIL ALONG J. ED TURNER ROAD

SCALE: 1" = 40'



**Waits
Engineering
Consultants, INC**

5031-A Old Highway 11
Hattiesburg, MS 39402

Phone: (601) 544-4009 Fax (601) 544-4995

William F. (Billy) Waits, P.E., R.L.S.

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 22nd day of **October, 2024**, the following Resolution:

RESOLUTION 2024-183

RESOLUTIUON REQUESTING THE INFRASTRUCTURE AND CERTAIN STREETS NAMED “AUGUSTA COURT EAST” AND “AMEN CIRCLE” OF AUGUSTA COURT SUBDIVISION BE ACCEPTED AS PUBLIC STREETS AND ACCEPTING THE INFRASTRUCTURE OF SAID SUBDIVISION WITHIN THE BOUNDARIES OF THE CITY OF HATTIESBURG

WHEREAS LUCIOUS E. MIDDLETON, JR. and MIDCO, LLC, a Mississippi limited liability company, and COMMUNITY BANK, ELLISVILLE, MISSISSIPPI, are owners of Augusta Court Subdivision,

WHEREAS the owners have requested acceptance by the City of Hattiesburg the streets in August Court Subdivision, said streets being named “August Court East” and “Amen Circle”, as public streets within the boundaries of the City of Hattiesburg:

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, that the streets “Augusta Court East” and “Amen Circle” of August Court Subdivision (the legal description of which is shown on the attached plat), together with the drainage structures, the water system, and sanitary sewer system in and which are a part of said streets and which are located in dedicated street rights of way, are hereby approved by and accepted for maintenance by the City. The drainage structures described herein are those which are part of or are located in the streets (curb and gutter, catch basins, flumes and pipes) and do not include any drainage systems or facilities in the subdivision or shown on the plat thereof which are not located in the right of way.

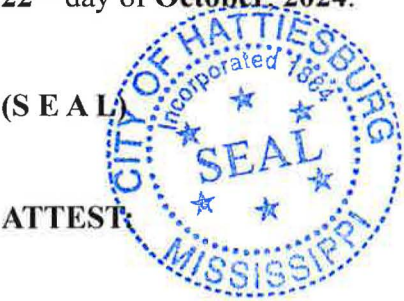
The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council Member Carroll, seconded by Council Member Brown, and was adopted by the following, to wit;

YEAS:
George
Delgado
Carroll
Ware
Brown

NAYS:
None

ABSENT:
None

The President thereby declared the motion carried and the Resolution adopted this the 22nd day of **October, 2024**.



ATTEST:

ADOPTED:


CLERK OF COUNCIL


COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 22nd day of **October, 2024**.

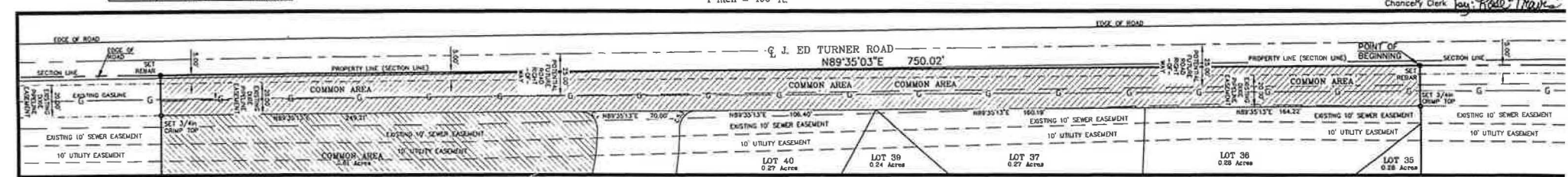
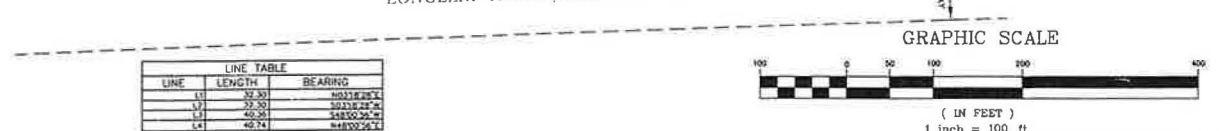
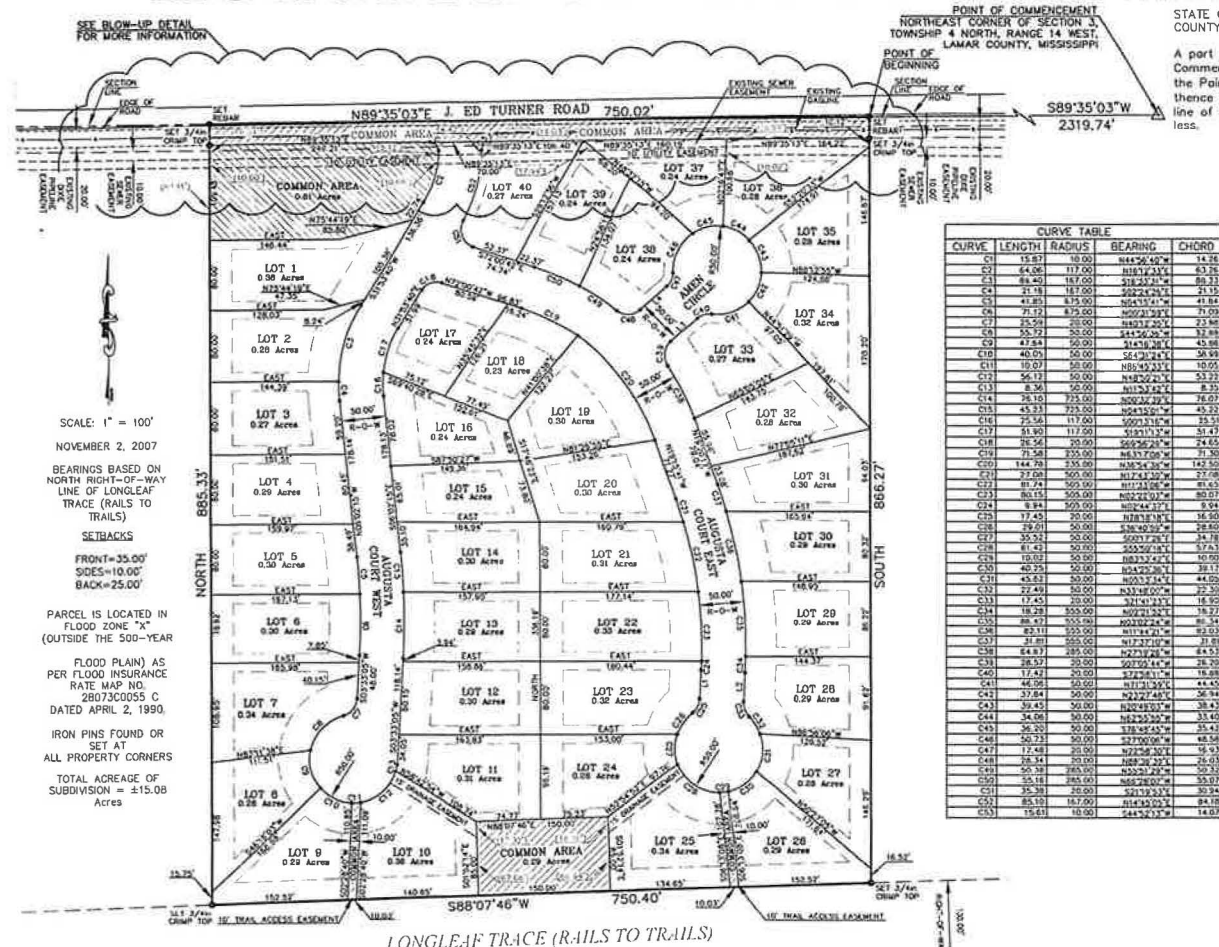
ATTEST:

APPROVED:


CITY CLERK


MAYOR

AUGUSTA COURT SUBDIVISION OF GREYSTONE



RESOLUTION

WHEREAS, LUCIOUS E. MIDDLETON, JR. and MIDCO, LLC, a Mississippi limited liability company, and COMMUNITY BANK, ELLISVILLE, MISSISSIPPI, as owners of Augusta Court Subdivision, have requested acceptance by the City of Hattiesburg the streets in August Court Subdivision, said streets being named “August Court East” and “Amen Circle”, as public streets within the boundaries of the City of Hattiesburg:

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, that the streets “Augusta Court East” and “Amen Circle” of August Court Subdivision (the legal description of which is shown on the attached plat), together with the drainage structures, the water system, and sanitary sewer system in and which are a part of said streets and which are located in dedicated street rights of way, are hereby approved by and accepted for maintenance by the City. The drainage structures described herein are those which are part of or are located in the streets (curb and gutter, catch basins, flumes and pipes) and do not include any drainage systems or facilities in the subdivision or shown on the plat thereof which are not located in the right of way.

Adopted:



City Clerk



RESOLUTION

RESOLUTIUN AMENDING THE REQUEST FOR INFRASTRUCTURE AND CERTAIN STREETS OF AUGUSTA COURT SUBDIVISION BE ACCEPTED AS PUBLIC STREETS AND ACCEPTING THE INFRASTRUCTURE OF SAID SUBDIVISION WITHIN THE BOUNDARIES OF THE CITY OF HATTIESBURG.

WHEREAS the City Council previously approved Resolution #2024-183 on October 22, 2024, to accept certain streets named “August Court East” and “Amen Circle” of Augusta Court Subdivision as public streets and accepting the infrastructure of said subdivision,

WHEREAS, Resolution #2024-183 did not include a certain street named “August Court West” in the request to be accepted as a public street. Said street is part of the Augusta Court Subdivision and has not previously been accepted as a public street by the City of Hattiesburg,

WHEREAS LUCIOUS E. MIDDLETON, JR. and MIDCO, LLC, a Mississippi limited liability company, and COMMUNITY BANK, ELLISVILLE, MISSISSIPPI, are owners of Augusta Court Subdivision,

WHEREAS the owners have requested acceptance by the City of Hattiesburg the streets in August Court Subdivision, said streets being named “Augusta Court West”, “August Court East” and “Amen Circle”, as public streets within the boundaries of the City of Hattiesburg;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, that Resolution #2024-183 is hereby rescinded and superseded and the streets “August Court West”, “Augusta Court East” and “Amen Circle” of August Court Subdivision (the legal description of which is shown on the attached plat), together with the drainage structures, the water system, and sanitary sewer system in and which are a part of said streets and which are located in dedicated street rights of way, are hereby approved by and accepted for maintenance by the City. The drainage structures described herein are those which are part of or are located in the streets (curb and gutter, catch basins, flumes and pipes) and do not include any drainage systems or facilities in the subdivision or shown on the plat thereof which are not located in the right of way.

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

YEAS

NAYS

The President thereby declared the motion carried and the resolution adopted, this the 5th day of November 2024.

(SEAL)

ATTEST:

ADOPTED

CLERK OF COUNCIL

PRESIDENT

The above foregoing Resolution having ben submitted to and approved by the mayor, this the 5th day of November 2024.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



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, November 5, 2024

Re: 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 "MLK Water and Sewer" and authorize execution of the same.
File Number: 2024-617
Minute Book #

Summary

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 (#359-1-CW-5.5) between the City of Hattiesburg and the Mississippi Department of Environmental Quality ("MDEQ") for the project entitled "MLK Water and Sewer."

Recommendation Statement

I recommend approval of this item.

Please place this on the November 5, 2024 City Council meeting for consideration.

MEMORANDUM OF UNDERSTANDING
Between
Hattiesburg City Council
and
Mayor Toby Barker

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Hattiesburg (“Municipality”) City Council (“Council”) and the Mayor of the City of Hattiesburg (“Mayor”), hereinafter the Parties. In consideration of those mutual undertakings, the Parties agree as follows:

WHEREAS, the Hattiesburg City Council, is designated to accept and administer funds from the federal American Rescue Plan Act (“ARPA”), sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the “Act”), Pub. L. No. 117-2 (Mar. 11, 2021); and

WHEREAS, the Mayor is tasked with overseeing the day to day operations of the Municipality, including but not limited to utilities, specifically drinking water, wastewater and stormwater projects; and

WHEREAS, the Board must approve the Municipality’s budget and the Mayor executes the expenditures; and

WHEREAS, the Parties desire to enter into this MOU to memorialize their understanding of the mutual advantages of this cooperative relationship.

NOW, THEREFORE, the Parties agree to the terms and conditions set forth below:

I. Purpose

The purpose of this MOU is to memorialize an agreement to obligate the Municipality’s ARPA State and Local Fiscal Recovery Funds (“Funds”) for those purposes set forth in the Subaward Agreement between the City of Hattiesburg and the Mississippi Department of Environmental Quality (“MDEQ”), MDEQ Agreement No. 359-1-CW-5.5 set forth in Attachment “A”, hereby adopted and incorporated by reference herein, along with any current or future modifications thereto (“MDEQ Subaward Agreement”).

II. Conditions and Scope

The Hattiesburg City Council agrees to appropriate and the Mayor agrees to expend the Funds to perform the “Scope of Work,” as set forth in Attachment A and Article 2 of the MDEQ Subaward Agreement, for the “Project” as set forth in Article 2 of the MDEQ Subaward Agreement.

III. Amount

The Hattiesburg City Council agrees to provide and obligate the Funds in an amount not to exceed the funds as set forth in Article 7.A.ii of the MDEQ Subaward Agreement and the Mayor agrees to expend the Funds in such amount.

IV. Term

The MOU shall be effective from the date executed below and shall expire on January 1, 2027.

V. Binding Effect

The MOU shall be binding upon the Parties hereto and upon any respective successors and assigns of the Parties.

VI. Obligation of the Parties

The Parties agree to the following obligations under this MOU:

- a. The Hattiesburg City Council agrees to provide the Mayor the Funds in an amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement.
- b. The Mayor shall expend the Funds in amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement to pay for the cost of the Scope of Work necessary to implement the Project.
- c. The Mayor shall follow federal and state procurement and expenditure requirements as required by and set forth in the MDEQ Subaward Agreement.
- d. The Mayor shall ensure a complete procurement file for each contract necessary to perform the Scope of Work in the Subaward is submitted to MDEQ with reimbursement requests in accordance therewith.

VII. Applicable Law

This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi.

Agreed to this the _____ day of _____, 2024.

President, City Council

Agreed to this the _____ day of _____, 2024.

Mayor

ATTACHMENT “A”

MCWI SUBAWARD AGREEMENT #359-1-CW-5.5

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 359-1-CW-5.5

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Hattiesburg, UEI Number: N4XZJLJ9AVM1 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), 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) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “MLK Water and Sewer” (the “Project”).

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s infrastructure. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the “Work”).

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget (“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including

Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$4,732,790.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$1,893,116.00**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$1,893,116.00**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$946,558.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$189,311.60**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **One Million Eight Hundred Ninety-Three Thousand One Hundred Sixteen Dollars and Zero Cents (\$1,893,116.00)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT 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 authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid

to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of “Protected Personally Identifiable Information” (“Protected PII”) as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

13. **CONTRACTS**

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as “Contractor”, “Contracted Party”, or “Contracted Parties”. In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

14. **APPLICABLE LAW**

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. **REPRESENTATION REGARDING CONTINGENT FEES**

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructure.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).³

² <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

³ <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.⁴

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

⁴ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT’s performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT’s performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT’s choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT 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, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT'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 MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information

requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are 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. have 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 Agreement or Contract under a public transaction;

C. have 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. are 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 31. B. and Article 31. C., above; and

E. have 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.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT 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 SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT'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 SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT 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.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT 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 SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT 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.

40. **RIGHT TO INSPECT WORK; 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. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT 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 SUBRECIPIENT’s performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT 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 Contracted Party 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 Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ’s satisfaction, MDEQ reserves the right to terminate this Agreement per the “Termination for Convenience” clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT 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, SUBRECIPIENT 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.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to

the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:

Attention:
MCWI Contract Administration
515 East Amite Street
P.O. Box 2249
Jackson, MS 39201
E-mail: MCWIdocuments@mdeq.ms.gov

If to SUBRECIPIENT:

Attention:
Mayor Toby Barker
200 Forrest Street
Hattiesburg, MS 39401
Phone: (601) 545-4500
E-mail: mayor@hattiesburgms.com

53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

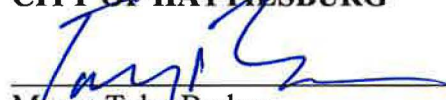


Chris Wells
Executive Director

9/15/23

Date

CITY OF HATTIESBURG



Mayor Toby Barker
Signature of Authorized Representative

TOBY BARKER

Toby Barker
Printed Name



Mayor

Title

09/22/2023

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

MLK Water and Sewer

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

Scope of work for this Project is replacement of existing reinforced concrete sewer mains and manholes with new concrete manholes and PVC sewer mains, the replacement of undersized potable water mains with appropriately sized water mains, and the connection of dead-end lines to the looped water system.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. Within 15 days of execution of this Agreement, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. Within 15 days of execution of this Agreement, advertise each construction contract for bids, if not already advertised;
- d. No later than 60 days after receipt of bids on each construction contract, execute construction contract;

- e. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- f. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- g. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- h. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- k. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- l. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

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.

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.



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, November 5, 2024

Re: 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 "W. 7th Street Infrastructure Improvements Project" and authorize execution of the same.
File Number: 2024-618
Minute Book #

Summary

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 (#566-2-SW-5.6) between the City of Hattiesburg and the Mississippi Department of Environmental Quality ("MDEQ") for the project entitled "W. 7th Street Infrastructure Improvements Project."

Recommendation Statement

I recommend approval of this item.

Please place this on the November 5, 2024 City Council meeting for consideration.

MEMORANDUM OF UNDERSTANDING
Between
Hattiesburg City Council
and
Mayor Toby Barker

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Hattiesburg (“Municipality”) City Council (“Council”) and the Mayor of the City of Hattiesburg (“Mayor”), hereinafter the Parties. In consideration of those mutual undertakings, the Parties agree as follows:

WHEREAS, the Hattiesburg City Council, is designated to accept and administer funds from the federal American Rescue Plan Act (“ARPA”), sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the “Act”), Pub. L. No. 117-2 (Mar. 11, 2021); and

WHEREAS, the Mayor is tasked with overseeing the day to day operations of the Municipality, including but not limited to utilities, specifically drinking water, wastewater and stormwater projects; and

WHEREAS, the Board must approve the Municipality’s budget and the Mayor executes the expenditures; and

WHEREAS, the Parties desire to enter into this MOU to memorialize their understanding of the mutual advantages of this cooperative relationship.

NOW, THEREFORE, the Parties agree to the terms and conditions set forth below:

I. Purpose

The purpose of this MOU is to memorialize an agreement to obligate the Municipality’s ARPA State and Local Fiscal Recovery Funds (“Funds”) for those purposes set forth in the Subaward Agreement between the City of Hattiesburg and the Mississippi Department of Environmental Quality (“MDEQ”), MDEQ Agreement No. 566-2-SW-5.6 set forth in Attachment “A”, hereby adopted and incorporated by reference herein, along with any current or future modifications thereto (“MDEQ Subaward Agreement”).

II. Conditions and Scope

The Hattiesburg City Council agrees to appropriate and the Mayor agrees to expend the Funds to perform the “Scope of Work,” as set forth in Attachment A and Article 2 of the MDEQ Subaward Agreement, for the “Project” as set forth in Article 2 of the MDEQ Subaward Agreement.

III. Amount

The Hattiesburg City Council agrees to provide and obligate the Funds in an amount not to exceed the funds as set forth in Article 7.A.ii of the MDEQ Subaward Agreement and the Mayor agrees to expend the Funds in such amount.

IV. Term

The MOU shall be effective from the date executed below and shall expire on January 1, 2027.

V. Binding Effect

The MOU shall be binding upon the Parties hereto and upon any respective successors and assigns of the Parties.

VI. Obligation of the Parties

The Parties agree to the following obligations under this MOU:

- a. The Hattiesburg City Council agrees to provide the Mayor the Funds in an amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement.
- b. The Mayor shall expend the Funds in amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement to pay for the cost of the Scope of Work necessary to implement the Project.
- c. The Mayor shall follow federal and state procurement and expenditure requirements as required by and set forth in the MDEQ Subaward Agreement.
- d. The Mayor shall ensure a complete procurement file for each contract necessary to perform the Scope of Work in the Subaward is submitted to MDEQ with reimbursement requests in accordance therewith.

VII. Applicable Law

This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi.

Agreed to this the _____ day of _____, 2024.

President, City Council

Agreed to this the _____ day of _____, 2024.

Mayor

ATTACHMENT “A”

MCWI SUBAWARD AGREEMENT #566-2-SW-5.6

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 566-2-SW-5.6

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Hattiesburg, UEI Number: N4XZJLJ9AVM1 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), 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) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “W. 7th Street Infrastructure Improvements Project” (the “Project”).

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s infrastructure. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the “Work”).

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget (“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including

Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$2,948,876.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$1,310,625.00**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$1,310,625.00**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$327,626.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$117,955.04**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **One Million Three Hundred Ten Thousand Six Hundred Twenty-Five Dollars and Zero Cents (\$1,310,625.00)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT 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 authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid

to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of “Protected Personally Identifiable Information” (“Protected PII”) as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

13. **CONTRACTS**

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as “Contractor”, “Contracted Party”, or “Contracted Parties”. In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

14. **APPLICABLE LAW**

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. **REPRESENTATION REGARDING CONTINGENT FEES**

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructure.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.²

² <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).³

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.⁴

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

³ <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

⁴ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT's performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT's performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT's choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT 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, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT'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 MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are 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. have 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 Agreement or Contract under a public transaction;

C. have 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. are 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 31. B. and Article 31. C., above; and

E. have 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.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT 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 SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not

be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT'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 SUBRECIPIENT'S personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT 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.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT 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 SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT 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.

40. **RIGHT TO INSPECT WORK; 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. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT 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 SUBRECIPIENT’s performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable.

In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change

any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT 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 Contracted Party 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 Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ’s satisfaction, MDEQ reserves the right to terminate this Agreement per the “Termination for Convenience” clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT 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, SUBRECIPIENT 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.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to

the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:

Attention:
MCWI Contract Administration
515 East Amite Street
P.O. Box 2249
Jackson, MS 39201
E-mail: MCWIdocuments@mdeq.ms.gov

If to SUBRECIPIENT:

Attention:
Mayor Toby Barker
200 Forrest Street
Hattiesburg, MS 39401
Phone: (601) 545-4500
E-mail: mayor@hattiesburgms.com

53. COUNTERPARTS

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY



Chris Wells
Executive Director

9/15/23

Date

CITY OF HATTIESBURG



Mayor Toby Barker
Signature of Authorized Representative

Toby Barker

Toby Barker
Printed Name



Mayor

Title

08/22/2023

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

W. 7th Street Infrastructure Improvements Project

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project will install surface drain inlets, improved existing stormwater conveyances, and replace existing sewer mains and manholes along W. 7th Street and Eupora Street.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. On or about August 21, 2023, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. On or about September 21, 2023, advertise each construction contract for bids if not already advertised;
- d. On or about October 19, 2023, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;

- e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

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.

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.



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, November 5, 2024

Re: 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 "Edwards St. Sewer" and authorize execution of the same.
File Number: 2024-619
Minute Book #

Summary

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 (#116-1-CW-5.5) between the City of Hattiesburg and the Mississippi Department of Environmental Quality ("MDEQ") for the project entitled "Edwards St. Sewer."

Recommendation Statement

I recommend approval of this item.

Please place this on the November 5, 2024 City Council meeting for consideration.

MEMORANDUM OF UNDERSTANDING
Between
Hattiesburg City Council
and
Mayor Toby Barker

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Hattiesburg (“Municipality”) City Council (“Council”) and the Mayor of the City of Hattiesburg (“Mayor”), hereinafter the Parties. In consideration of those mutual undertakings, the Parties agree as follows:

WHEREAS, the Hattiesburg City Council, is designated to accept and administer funds from the federal American Rescue Plan Act (“ARPA”), sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the “Act”), Pub. L. No. 117-2 (Mar. 11, 2021); and

WHEREAS, the Mayor is tasked with overseeing the day to day operations of the Municipality, including but not limited to utilities, specifically drinking water, wastewater and stormwater projects; and

WHEREAS, the Board must approve the Municipality’s budget and the Mayor executes the expenditures; and

WHEREAS, the Parties desire to enter into this MOU to memorialize their understanding of the mutual advantages of this cooperative relationship.

NOW, THEREFORE, the Parties agree to the terms and conditions set forth below:

I. Purpose

The purpose of this MOU is to memorialize an agreement to obligate the Municipality’s ARPA State and Local Fiscal Recovery Funds (“Funds”) for those purposes set forth in the Subaward Agreement between the City of Hattiesburg and the Mississippi Department of Environmental Quality (“MDEQ”), MDEQ Agreement No. 116-1-CW-5.5 set forth in Attachment “A”, hereby adopted and incorporated by reference herein, along with any current or future modifications thereto (“MDEQ Subaward Agreement”).

II. Conditions and Scope

The Hattiesburg City Council agrees to appropriate and the Mayor agrees to expend the Funds to perform the “Scope of Work,” as set forth in Attachment A and Article 2 of the MDEQ Subaward Agreement, for the “Project” as set forth in Article 2 of the MDEQ Subaward Agreement.

III. Amount

The Hattiesburg City Council agrees to provide and obligate the Funds in an amount not to exceed the funds as set forth in Article 7.A.ii of the MDEQ Subaward Agreement and the Mayor agrees to expend the Funds in such amount.

IV. Term

The MOU shall be effective from the date executed below and shall expire on January 1, 2027.

V. Binding Effect

The MOU shall be binding upon the Parties hereto and upon any respective successors and assigns of the Parties.

VI. Obligation of the Parties

The Parties agree to the following obligations under this MOU:

- a. The Hattiesburg City Council agrees to provide the Mayor the Funds in an amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement.
- b. The Mayor shall expend the Funds in amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement to pay for the cost of the Scope of Work necessary to implement the Project.
- c. The Mayor shall follow federal and state procurement and expenditure requirements as required by and set forth in the MDEQ Subaward Agreement.
- d. The Mayor shall ensure a complete procurement file for each contract necessary to perform the Scope of Work in the Subaward is submitted to MDEQ with reimbursement requests in accordance therewith.

VII. Applicable Law

This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi.

Agreed to this the _____ day of _____, 2024.

President, City Council

Agreed to this the _____ day of _____, 2024.

Mayor

ATTACHMENT “A”

MCWI SUBAWARD AGREEMENT #116-1-CW-5.5

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 116-1-CW-5.5

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Hattiesburg, UEI Number: N4XZJLJ9AVM1 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), 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) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “Edwards St. Sewer” (the “Project”).

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s infrastructure. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the “Work”).

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget (“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including

Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$1,515,632.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$587,453.00**;

ii. The Local Fiscal Recovery Funds ("LFRF") received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$587,453.00**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality ("Transferred LFRF") shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match ("Other Funds") shall not exceed **\$340,726.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$60,625.28**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Five Hundred Eighty-Seven Thousand Four Hundred Fifty-Three Dollars and Zero Cents (\$587,453.00)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT 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 authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid

to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of "Protected Personally Identifiable Information" ("Protected PII") as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

13. CONTRACTS

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as "Contractor", "Contracted Party", or "Contracted Parties". In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

14. APPLICABLE LAW

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. **REPRESENTATION REGARDING CONTINGENT FEES**

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructure.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).³

² <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

³ <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.⁴

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

⁴ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT’s performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT’s performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT’s choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT 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, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT'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 MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information

requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are 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. have 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 Agreement or Contract under a public transaction;

C. have 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. are 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 31. B. and Article 31. C., above; and

E. have 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.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT 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 SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT'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 SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT 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.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT 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 SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT 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.

40. **RIGHT TO INSPECT WORK; 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. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT 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 SUBRECIPIENT's performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT 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 Contracted Party 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 Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT 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, SUBRECIPIENT 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.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to

the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:

Attention:
MCWI Contract Administration
515 East Amite Street
P.O. Box 2249
Jackson, MS 39201
E-mail: MCWIdocuments@mdeq.ms.gov

If to SUBRECIPIENT:

Attention:
Mayor Toby Barker
200 Forrest Street
Hattiesburg, MS 39401
Phone: (601) 545-4500
E-mail: mayor@hattiesburgms.com

53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY



Chris Wells
Executive Director

9/15/23

Date

CITY OF HATTIESBURG



Mayor Toby Barker
Signature of Authorized Representative

Toby Barker

Toby Barker
Printed Name



Mayor

Title

08/22/2023

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Edwards St. Sewer

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project is replacement of sewer mains, manholes, and potable water mains in the area identified as Edwards Street Infrastructure Rehab.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. Within 15 days of execution of this Agreement, submit a complete set of plans, specifications, contract documents on each construction contract, and

all applicable permits and agency approvals, if not already submitted to MDEQ;

- c. Within 15 days of execution of this Agreement , advertise each construction contract for bids, if not already advertised;
- d. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
- e. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- f. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- g. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- h. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- k. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- l. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

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.

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

EXHIBIT B
PROCUREMENT DOCUMENTATION



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Marybeth Bergin, Director of Transportation and Engineering

cc:

Date: Tuesday, November 5, 2024

Re: Approve an Agreement with Powell Construction Services, Inc. for repair and maintenance of traffic signals for the period November 1, 2024, through October 31, 2025, and authorize the Mayor to execute in duplicate.
File Number: 2024-634
Minute Book #

Summary

Approve an agreement with Powell Construction Services, Inc. for repair and maintenance of traffic signals for the period November 1, 2024, through October 31, 2025, and authorize the Mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the November 5, 2024 City Council meeting for consideration.

City of Hattiesburg
200 Forrest St
Hattiesburg, MS 39401

Attn: Marybeth Bergin
Director of Transportation & Engineering

RE: Labor, Equipment and Material Rate Agreement
Traffic Signal Maintenance Agreement

Powell Construction Services, Inc. (PCS) is pleased to offer professional services for the maintenance of city-owned traffic signals, flashing and radar warning signs, and other associated traffic equipment for a period beginning November 1, 2024 through October 31, 2025. Services will be offered as an on-call passed on the terms and conditions herein.

Regular time is defined as 0700 hours to 1530 hour Monday through Friday. Time and a half rates apply for any time outside regular time. Double time rates apply to any MDOT legal holidays and for any type of emergency call out where a PCS employee has to leave a regular schedules work site. A 4 hour minimum charge is applied for all call outs completed in less than 4 hours.

Labor and Equipment rates are per the schedule in Attachment A. City of Hattiesburg agrees to provide all material needed to make repairs. If materials are not available through the City, new and/or used material can be provided by PCS as per the rates in Attachment B. A purchase order will be generated for each project based on scope of work and rates attached hereto.

If requested, the City will provide traffic control assistance either with Traffic Division or Hattiesburg Police Department personnel.

PCS agrees to respond with 3 days from time of call for non-emergency work deemed as nonfunctional that does not prohibit the traffic signal from functioning correctly, such as detection issues or burnt out signal bulbs. PCS agrees to respond in 12 hours from time of call for emergency work that prohibits the flow of traffic, such as traffic signals in non-program flash mode, cabinets or poles hit by vehicles, or power outage not related to power source.

Submitted by:
Powell Construction Services, Inc.
MS State License #18085-SC

Authorized Agent for City

Printed Name

Date

William E. Powell

Authorized Agent for PCS

William E. Powell

Printed Name

11/4/2024

Date

ATTACHMENT A
LABOR & EQUIPMENT RATES

<u>Job Description</u>	<u>Hourly Rate</u>
Signal Technician/Electrician	\$85.00
Operator	\$50.00
Labor	\$35.00

<u>Equipment</u>	<u>Hourly Rate</u>
Truck, ½ Ton 4x4	\$25.00
Truck, ¾ Ton 4x4	\$30.00
Digger Derrick	\$50.00
Bucket Truck, 43 ft	\$50.00
Tool Trailer	\$15.00
Loop Saw Trailer	\$35.00

ATTACHMENT B
MATERIAL PRICE LIST

<u>DESCRIPTION</u>	<u>UNITS</u>	<u>UNIT PRICE</u>
4c	Ea	\$2.00
Teather	Ea	\$1.00
69w Traffic Signal bulb	Ea	\$5.00
Traffic Signal Lamp Socket	Ea	\$10.00
Gelco Green 12in LED arrow	Ea	\$100.00
8ft x 5/8in CC Ground rod	Ea	\$25.00
5/8in Ground rod clamp	Ea	\$3.50
#6awg solid ground cable	Ft	\$0.35
1/4in crimp lug	Ea	\$5.00
EDI Flasher load cell 810	Ea	\$35.00
EDI Flasher load cell 510	Ea	\$35.00
Yellow Door assembly /w 12in Visor	Ea	\$45.00
8in Single Signal Heads Yellow	Ea	\$35.00
4way- Bottom cross bracket	Ea	\$25.00
12in Yellow Poly Visors	Ea	\$20.00
12in Yellow Signal Body housings	Ea	\$35.00
Green LED	Ea	\$65.00
Yellow LED	Ea	\$65.00
Red LED	Ea	\$65.00
Green Arrow LED	Ea	\$85.00
Yellow Arrow LED	Ea	\$85.00
Red Arrow LED	Ea	\$85.00
Repair Materials from Lowes	LS	\$50.00
Advance Auto Parts Marine Battery	Ea	\$150.00
.5amp Fuse	Ea	\$5.00
Motel	Nights	\$120.00
Per diem (Food Allowance)	Day	\$35.00
Used EPAC # 3108M34 Ser# 13511	Ea	\$1,500.00
Used Conflict Monitor	Ea	\$400.00
Refurbish K&K Time Clock	Ea	\$200.00



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Marybeth Bergin, Director of Transportation and Engineering

cc:

Date: Tuesday, November 5, 2024

Re: Approve As-Built Contract Change Order with Chris Albritton Construction Co., Inc. for the Bobby L. Chain Airport Taxiway A Realignment project to adjust contract quantities to final as-built quantities for a total contract decrease of \$258,191.00 and authorize the Mayor to execute in duplicate; Approve advertisement of Notice of Final Settlement for the project; Acknowledge receipt of closing documents for the project and authorize Final Acceptance of the project; Authorize final payment to the contractor and issuance of a manual check in payment thereof.
File Number: 2024-644
Minute Book #

Summary

Approve As-Built Contract Change Order with Chris Albritton Construction Co., Inc. for the Bobby L. Chain Airport Taxiway A Realignment project to adjust contract quantities to final as-built quantities for a total contract decrease of \$258,191.00 and authorize the Mayor to execute in duplicate; Approve advertisement of Notice of Final Settlement for the project; Acknowledge receipt of closing documents for the project and authorize Final Acceptance of the project; Authorize final payment to the contractor and issuance of a manual check in payment thereof.

Recommendation Statement

I recommend approval of this item.

Please place this on the November 5, 2024 City Council meeting for consideration.

TO OWNER/CLIENT:

City of Hattiesburg
P.O. BOX 1898
Hattiesburg, Mississippi 39403

PROJECT:

BOBBY L. CHAIN MUNICIPAL AIRPORT TAXIWAY
A REALIGNMENT AND IMPROVEMENTS A.I.P
Project No. 3-28-0031-0030-2023 for the CITY OF
HATTIESBURG
29 Academy Drive
Hattiesburg, 39401

FROM CONTRACTOR:

Chris Albritton Construction Company, Inc.
2100 Bush Dairy Road
Laurel, Mississippi 39443

APPLICATION NO: 8

INVOICE NO: 8 RETAINAGE

PERIOD: 09/01/24 - 09/30/24

PROJECT NO: 2322

CONTRACT DATE:

VIA ARCHITECT/ENGINEER:

Joel Ford (ARE Engineering Consultants)
2010 Oak Grove Road, Building 4, Suite 1
Hattiesburg, Mississippi 39402

CONTRACT FOR: HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT TAXIWAY A
REALIGNMENT AND IMPROVEMENTS AIP NO. 3-28-0031-0030-2023 for the City of Hattiesburg

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	\$2,437,514.00
2.	Net change by change orders	\$(258,191.00)
3.	Contract Sum to date (Line 1 ± 2)	\$2,179,323.00
4.	Total completed and stored to date (Column G on detail sheet)	\$2,179,323.00
5.	Retainage:	
	a. 0.00% of completed work	\$0.00
	b. 0.00% of stored material	\$0.00
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$0.00
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$2,179,323.00
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$2,070,356.82
8.	Current payment due:	\$108,966.18
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$0.00

The undersigned 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 which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Chris Albritton Construction Company, Inc.

By:  Date: 9-30-24

State of Mississippi;
County of Jones
Subscribed and sworn to before me this 30th day of September
Notary Public, Deborah English
My commission expires: Sept. 28, 2025



ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the Architect's observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$108,966.18

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER:

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$0.00	\$0.00
Total approved this month:	\$0.00	\$(258,191.00)
Totals:	\$0.00	\$(258,191.00)
Net change by change orders:	\$(258,191.00)	

By:  Date: 10/03/2024

Program Manager

Continuation Page

Project: 22B-0033_0030 2023
Bobby L. Chan Municipal Support Taxway A Realignment And Improvements

Application # 8
Date of Application: 09/30/24
Period Thru: 09/30/24
SF PROJECT

PAY ITEM NO	DESCRIPTION OF WORK	CONTRACT QUANTITY	% OF PROJECT	UNIT OF MEASURE	UNIT PRICE	PREVIOUS QUANTITY	CURRENT QUANTITY	QUANTITY REMAINING TO FINISH	SCHEDULED VALUE	PREVIOUS BILLING	CURRENT BILLING	THIS APP STORED MAT	BILLING TO DATE	TOTAL % COMPLETE	REMAINING BILLING TO FINISH	RETAINAGE VALUE @ 5%		
																PREVIOUS RETAINAGE	CURRENT RETAINAGE	CURRENT PAYMENT DUE LESS RETAINAGE
P 151	CLEARING AND DEMOLITION	1.00	7.96%	LUMP	\$185,153.00	1.00			\$185,153.00	185,153.00	185,153.00	50.00	\$185,153.00	100.00%	50.00	9,257.65	50.00	\$9,257.65
P 152.1	UNCLASSIFIED EXCAVATION	4,953.00	2.847%	CY	\$13.00	3,695.43			\$64,395.00	47,910.67	47,910.67	50.00	\$47,910.67	100.00%	50.00	2,195.54	50.00	\$2,195.54
P 152.4	EMBANKMENT IN PLACE	465.00	0.577%	LY	\$40.00	200.00			\$18,600.00	6,200.00	6,200.00	50.00	\$6,200.00	100.00%	50.00	800.00	50.00	\$300.00
P 209	CEMENT AGGREGATE BASE COURSE	1,429.00	0.86%	CY	\$168.00	1,237.81			\$238,072.00	207,254.89	207,254.89	50.00	\$207,254.89	100.00%	50.00	10,397.75	50.00	\$10,397.75
P 401.1	BITUMINOUS SURFACE COURSE	2,377.00	26.980%	TON	\$268.00	1,861.46			\$635,996.00	904,278.40	904,278.40	50.00	\$504,228.40	100.00%	50.00	75,211.43	50.00	\$75,211.43
P 403.1	BITUMINOUS LEVING COURSE	25.00	0.46%	TON	\$437.00	25.00			\$10,925.00	10,925.00	10,925.00	50.00	\$10,925.00	100.00%	50.00	546.25	50.00	\$546.25
P 501.1	PORTLAND CEMENT CONCRETE PAVEMENT (Reinforced) 8" THICK	2,615.00	26.69%	SY	\$247.00	2,452.71			\$645,805.00	605,819.24	605,819.24	50.00	\$605,819.24	100.00%	50.00	30,790.96	50.00	\$30,790.96
P 502	BITUMINOUS PRIME COAT	2,000.00	0.497%	GAL	\$6.00	454.00			\$12,000.00	2,748.00	2,748.00	50.00	\$2,748.00	100.00%	50.00	137.40	50.00	\$137.40
P 603	BITUMINOUS TACK COAT	800.00	0.197%	GAL	\$6.00	454.00			\$4,800.00	7,488.00	7,488.00	50.00	\$7,488.00	100.00%	50.00	369.60	50.00	\$369.60
P 670.1	RUNWAY AND TAXIWAY PAINTING	3,092.00	0.16%	SF	\$6.00	1,032.00			\$18,552.00	18,552.00	18,552.00	50.00	\$18,552.00	100.00%	50.00	927.60	50.00	\$927.60
D 701.1	PIPE FOR TORM DRAIN AND CURB (12" x 2' x 2')	24.00	0.10%	LF	\$106.00	8.00			\$2,544.00	844.00	844.00	50.00	\$844.00	100.00%	50.00	47.40	50.00	\$47.40
D 705.1	1" UNDERDRAIN COMPLETE (INCLUDING GRANULAR BACKFILL & FILTER FABRIC)	1,030.00	0.930%	LF	\$22.00	855.00			\$22,660.00	19,810.00	19,810.00	50.00	\$19,810.00	100.00%	50.00	940.50	50.00	\$940.50
D 751.1	REBAR 6" DIA. NO. 1	7.00	0.179%	EA	\$4,375.00	1.00			\$4,375.00	4,375.00	4,375.00	50.00	\$4,375.00	100.00%	50.00	218.75	50.00	\$218.75
D 751.2	REBAR 6" DIA. NO. 2	1.00	0.179%	EA	\$4,375.00	1.00			\$4,375.00	4,375.00	4,375.00	50.00	\$4,375.00	100.00%	50.00	218.75	50.00	\$218.75
L 108.1	UNDERGROUND CABLE NO. 1 AWG, 1.00% SPC, INSTALLED IN DUCT FOR CONDUIT	240.00	0.06%	LF	\$5.00	240.00			\$1,200.00	1,200.00	1,200.00	50.00	\$1,200.00	100.00%	50.00	60.00	50.00	\$60.00
L 108.2	NO. 1 AWG, SOLID, BARE, COUNTERPOISE WIRE, DIRECT BURIED, INCLUDING GROUNDING, EARTHING, WEATHERING & GROUND CONNECTORS	240.00	0.007%	LF	\$3.00	240.00			\$720.00	720.00	720.00	50.00	\$720.00	100.00%	50.00	36.00	50.00	\$36.00
L 108.3	INSULATED NO. 1 AWG, SAFETY GROUND WITH LIGHTNING (IN LUT CONDUCTORS IN DUCT BARE OF CONDUIT)	240.00	0.010%	LF	\$5.00	240.00			\$1,200.00	1,200.00	1,200.00	50.00	\$1,200.00	100.00%	50.00	60.00	50.00	\$60.00
L 110.1	NON-FLAMMABLE, INSTALLED IN DUCT, ELECTRICAL DUCT BANK, 2" DIA, SCHEDULE 40	240.00	0.158%	LF	\$16.00	240.00			\$3,840.00	3,840.00	3,840.00	50.00	\$3,840.00	100.00%	50.00	192.00	50.00	\$192.00
L 110.2	ELECTRICAL DUCT BANK, 2" DIA, SCHEDULE 40	100.00	0.066%	LF	\$16.00	100.00			\$1,600.00	1,600.00	1,600.00	50.00	\$1,600.00	100.00%	50.00	80.00	50.00	\$80.00
L 125.1	NEW MEDIUM INTERMEDIATE ELEVATED BARE INSULATED (ED) TAXWAY EDGE LIGHTING IN PLACE WITH MAINTENANCE PAD	7.00	0.135%	EA	\$3,810.00	7.00			\$26,670.00	26,670.00	26,670.00	50.00	\$26,670.00	100.00%	50.00	1,333.50	50.00	\$1,333.50
L 301.1	LUMPS OF FERTILIZER, 100 LB. BAGS	1.00	0.135%	EA	\$5,000.00	1.00			\$5,000.00	5,000.00	5,000.00	50.00	\$5,000.00	100.00%	50.00	2,500.00	50.00	\$2,500.00
S 001	MOBILIZATION	1.00	0.135%	LUMP	\$2,000.00	1.00			\$2,000.00	2,000.00	2,000.00	50.00	\$2,000.00	100.00%	50.00	1,000.00	50.00	\$1,000.00
S 002	PAVING LABR	1.00	0.135%	LUMP	\$3.00	1.00			\$3.00	3.00	3.00	50.00	\$3.00	100.00%	50.00	1.50	50.00	\$1.50
S 004	COLD LAMINATING ASPHALT PAVEMENT (INCLUDING MAX 2" OF FPM)	1.00	0.135%	LUMP	\$14.00	1.00			\$14.00	14.00	14.00	50.00	\$14.00	100.00%	50.00	7.00	50.00	\$7.00
S 006	REMOVAL & REINSTALLATION OF EXISTING LIGHT FIXTURES	1.00	0.135%	LUMP	\$1,750.00	1.00			\$1,750.00	1,750.00	1,750.00	50.00	\$1,750.00	100.00%	50.00	875.00	50.00	\$875.00
S 007	PAVEMENT MARKING REMOVAL	1.00	0.135%	LUMP	\$4.00	1.00			\$4.00	4.00	4.00	50.00	\$4.00	100.00%	50.00	2.00	50.00	\$2.00
S 008	CONSTRUCTION LAYOUT	1.00	0.135%	LUMP	\$152,075.00	1.00			\$152,075.00	152,075.00	152,075.00	50.00	\$152,075.00	100.00%	50.00	76,037.50	50.00	\$76,037.50
S 009	RESTORE CHANNEL DRAIN LATCH BASIN	1.00	0.135%	LUMP	\$4,375.00	1.00			\$4,375.00	4,375.00	4,375.00	50.00	\$4,375.00	100.00%	50.00	2,187.50	50.00	\$2,187.50
S 010	RELOCATE EXISTING TAXWAY CENTERLINE MARKERS & RELOCATE OF EXISTING ELEVATED TAXWAY EDGE LIGHTS WITH TRANSVERSE CAN, BASE & MAINTENANCE PAD	2.00	0.369%	EA	\$4,500.00	2.00			\$9,000.00	9,000.00	9,000.00	50.00	\$9,000.00	100.00%	50.00	4,500.00	50.00	\$4,500.00
S 011	STAMP FLUSH MARKERS FOR TAXWAY CENTERLINE MARKERS	18.00	0.777%	EA	\$375.00	18.00			\$6,750.00	6,750.00	6,750.00	50.00	\$6,750.00	100.00%	50.00	3,375.00	50.00	\$3,375.00
Grand Total		30,314.00	1.00		\$658,994.00	22,925.70			\$2,437,514.00	2,178,612.00	2,178,612.00	50.00	\$2,178,612.00	100.00%	50.00	105,946.18	50.00	\$105,946.18

LPA PROJECT

CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS

Project No: 3-28-0031-0030-2023 Bobby Chain County: Forrest

Prime Contractor: Chris Albritton Construction Co., Inc.

Project Engineer: Joel Ford

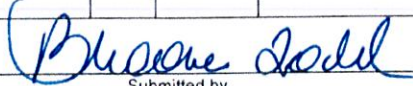
THIS IS TO CERTIFY THAT PAYMENT HAS BEEN MADE TO THE FOLLOWING SUBCONTRACTING FORMS FOR THE AMOUNT INDICATED FOR WORK PERFORMED OR MATERIALS/SUPPLIES PURCHASED, ON THE REFERENCED PROJECT TO SATISFY THE DBE REQUIREMENTS. *** THIS REPORT IS SUBJECT TO AUDIT ***

Prime Contractor	Date of Payment	Amount Paid This Period	Total Paid to Date
DBE ☐ Yes / ☐ No			

DBE Firm (listed on OCR-481 to meet Project Goal)	Type of Firm	Date of Payment	Amount Paid This Period	Total Paid to Date	Amount of Retainage Withheld	Amount of Retainage Paid	Percent of Retainage Paid	% Sub-Contract Complete
Simmons Erosion Control Inc			\$0.00	\$440,351.22	\$23,176.38	0.00	0.00	

DBE Firm (not listed on OCR-481 to meet Project Goal)	Type of Firm	Date of Payment	Amount Paid This Period	Total Paid to Date	Amount of Retainage Withheld	Amount of Retainage Paid	Percent of Retainage Paid	% Sub-Contract Complete

Non-DBE Firm	Type of Firm	Date of Payment	Amount Paid This Period	Total Paid to Date	Amount of Retainage Withheld	Amount of Retainage Paid	Percent of Retainage Paid	% Sub-Contract Complete
R&W Electric		08/22/24	\$41,994.56	\$95,125.30	\$5,006.60			
TAMS Striping		08/31/24	\$22,824.29	\$26,4471.29				
Warren Paving		08/19/24	\$260,766.29	\$606,540.26				

Brooke Todd 
Submitted by

Total DBE Project Goal: 0.00

Accounting / Payroll
Title

Date: 08/31/2024

*** INSTRUCTIONS ***

1. Contractor must submit this report for **EVERY PROJECT** each month to the Project Engineer.
2. If no payments are made this period, submit a negative or no change report to the Project Engineer.
3. The Project Engineer will attach a copy of the OCR-484 to the Monthly Estimate; Project Engineer will submit original to the Office of Civil Rights.
4. Progress estimates will be withheld if Contractor fails to submit OCR-484.
5. Type of firm is either (S) for Supplier, (C) for Contractor, (B) for Bonding, (M) for Miscellaneous, or (CS) for Consultant.

PRIME CONTRACTORS MONTHLY DBE AND SUBCONTRACTOR REPORT

Date of this Report October 10, 2024 Airport Name: Bobby L. Chain Municipal Airport FY: October 1, 2022 - September 30, 2023

Prime Contractor Name: Chris Albritton Constrcution Company, Inc. Is this firm a certified DBE? ☐ Yes ☒ No

AIP # (#s) Associated with this contract 3-28-0031-0030-2023

Prime Contract \$ Amount: \$2,347,514.00 Total \$ Committed to DBEs: \$551,462.50 DBE Goal % 7.73 Date Work Began: November 21, 2023

If this firm is a DBE, what is the DBE classification? Select _____ Other (specify): _____

Preparer's Name Nicholas Richards Email Address: nick@chrisalbrittonconst.com Telephone No.: 601.425.9100

ALL SUBCONTRACTORS DBE AND NON-DBE WORK AWARDED/COMMITTED			
Name of Subcontractor	DBE (Check Box)	Type of work to be preformed	Amount Awarded/Committed
Simmons Erosion Control, Inc.	☒	Concrete Paving	\$ 551,462.50
Warren Paving, Inc.	☐	Asphalt Paving	\$ 587,827.50
R&W Electric	☐	Electrical	\$ 77,504.00
	☐		\$
	☐		\$
	☐		\$
	☐		\$
	☐		\$
	☐		\$
	☐		\$

This sheet only needs to be filled out at beginning of contract unless a sub is added or removed
PLEASE ATTACH SEPARATE SHEET WITH CONTACT INFORMATION FOR ALL SUBS

PRIME CONTRACTORS MONTHLY DBE AND SUBCONTRACTOR REPORT

Date of this Report: October 10, 2024 For Month: September 2024 Airport Name: Bobby L. Chain Municipal Airport

Prime Contractor Name: Chris Albritton Construction Company, Inc. AIP # (#s) Associated with this contract 3-28-0031-0030-2023

Preparer's Name Nicholas Richards Email Address: nick@chrisalbrittonconst.com Telephone No.: 601.425.9100

DOLLARS PAID TO PRIME				
Indicate if all work is complete and all dollars have been paid to prime & all subs by inserting <i>Complete</i> below.	Previous Amount Received	Amount Received This Report	DESCRIPTION OF WORK PERFORMED IF DBE	RETURN TO TAFFY PIPPIN CONSULTING Via email to: CLAYTONPIPPIN@GMAIL.COM 334-799-0413
Complete	\$ 2,070,356.82	\$ 108,966.18	N/A	
	\$	\$		
DOLLARS PAID TO DBE SUBCONTRACTORS (Add extra sheet if necessary)				
SUBCONTRACTOR NAME	ORIGINAL DBE CONTRACT/ DBE COMMITMENT AMOUNT	DESCRIPTION OF WORK PERFORMED OR IF SUPPLIER MATERIALS SUPPLIED	PREVIOUS PAYMENTS	PAYMENTS THIS REPORT
Simmons Erosion Control, Inc.	\$ 551,462.50	Concrete Paving	\$ 440,351.22	\$ 23,176.38
	\$		\$	\$
	\$		\$	\$
	\$		\$	\$
	\$		\$	\$
DOLLARS PAID TO NON-DBE SUBCONTRACTORS (Add extra sheet if necessary)				
SUBCONTRACTOR NAME	CONTRACT AMOUNT	DESCRIPTION OF WORK PERFORMED	PREVIOUS PAYMENTS	PAYMENTS THIS REPORT
Warren Paving, Inc.	\$ 587,827.50	Asphalt Paving	\$ 461,837.26	\$ 24,307.22
R&W Electric	\$ 77,054.00	Electrical	\$ 95,125.50	\$ 5,006.40
	\$		\$	\$
	\$		\$	\$
	\$		\$	\$
	\$		\$	\$
	\$		\$	\$

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☒
OTHER	☐

Bond No. 1195638

TO OWNER:

(Name and address)

CITY OF HATTIESBURG

MS

PROJECT:

(Name and address)

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT
TAXIWAY A REALIGNMENT AND IMPROVEMENTS A.I.P.
Project No. 3-28-0031-0030-2023 for the CITY OF
HATTIESBURG

CONTRACT DATED: September 19, 2023

HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT TAXIWAY A REALIGNMENT AND IMPROVEMENTS
A.I.P. Project No. 3-28-0031-0030-2023 for the CITY OF HATTIESBURG

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

Arch Insurance Company
Harborside 3, 210 Hudson Street Suite 300
Jersey City, NJ 07311-1107

, SURETY,

on bond of

(Insert name and address of Contractor)

Chris Albritton Construction Company, Inc.
2100 Bush Dairy Rd
Laurel, MS 39443

, CONTRACTOR,

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

(Insert name and address of Owner)

CITY OF HATTIESBURG

MS

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: October 3, 2024

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

Attest:

(Seal):





Arch Insurance Company

(Surety)



(Signature of authorized representative)

Fielden Mitts, Attorney-in-Fact

(Printed name and title)

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

POWER OF ATTORNEY

Know All Persons By These Presents:

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

Fielden Mitts

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One hundred and Fifty Million Dollars (150,000,000.00). Any and all bonds, undertakings, recognizances and other surety obligations.

Surety Bond Number: 1195638

Principal: Chris Albritton Construction Company, Inc.

Obligee: CITY OF HATTIESBURG

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

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

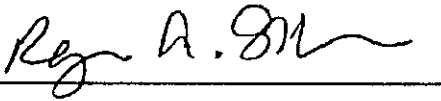
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

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

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 1st day of February, 2024

Attested and Certified



Regan A. Shulman, Secretary



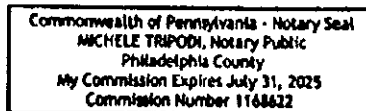
Arch Insurance Company

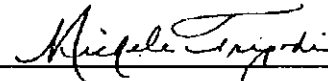


Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

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



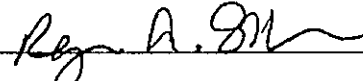


Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated February 1, 2024 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 3rd day of October, 2024.



Regan A. Shulman, Secretary

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

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

Arch Insurance Company Claims Department

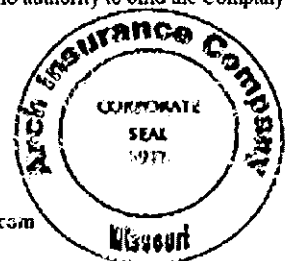
Surety Claims

P.O. Box 542033

Omaha, NE 68154

suretyclaims@archinsurance.com

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com. Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.





AIA[®] Document G706[™] – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address)

Bobby L. Chain Municipal Airport
A Taxiway Realignment And
Improvement A.I.P.

29 Academy Drive
Hattiesburg, MS 39401

TO OWNER: (Name and address)

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

ARCHITECT'S PROJECT NUMBER: 3-2-0031-0030-2023

OWNER ☒

CONTRACT FOR: Entire Project

ARCHITECT ☐

CONTRACTOR ☐

CONTRACT DATED: September 19, 2023

SURETY ☐

OTHER ☐

STATE OF: Mississippi

COUNTY OF: Jones

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707[™], Consent of Surety to Final Payment, may be used for this purpose.

Indicate attachment: ☐ Yes ☐ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof
3. Contractor's Affidavit of Release of Liens (AIA Document G706A[™])

CONTRACTOR: (Name and address)

Chris Albritton Construction Company, Inc.
2100 Bush Dairy Road
Laurel, MS 39443

BY:

(Signature of authorized representative)

Christopher Albritton, President

(Printed name and title)

Subscribed and sworn to before me on this day

Notary Public

My Commission Expires: September 28, 2025

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assumes that changes will not be obscured.

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070309AC042



AIA Document G706™ – 1994 Instructions

Contractor's Affidavit of Payment of Debts and Claims

GENERAL INFORMATION

Purpose. AIA Document G706™ is intended for use when the Contractor is required to provide a sworn statement verifying that debts and claims have been settled, except for those listed by the Contractor under "EXCEPTIONS" in the document. AIA Document G706 is typically executed as a condition of final payment.

Related Documents. This document may be used with most of the AIA's Owner-Contractor agreements and general conditions, such as AIA Document A201™ and its related family of documents. G706 also requires the attachment of several supporting documents, including AIA Documents G706A™, Contractor's Affidavit of Release of Liens, and G707™, Consent of Surety to Reduction in or Release of Retainage.

Use of Current Documents. Prior to using any AIA Contract Document, users should consult the AIA, an AIA component chapter or a current AIA Documents List to determine the current edition of each document.

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CHANGES FROM THE PREVIOUS EDITION

A cross-reference to AIA Document A201 has been deleted to permit the use of G706 with other families of AIA documents, including Construction Management, Interiors and Design-Build.

COMPLETING G706

General. The Owner-Contractor Agreement is the usual source of required information such as the contract date and the names and addresses of the Owner, Project and Contractor.

Architect's Project No. This information is typically supplied by the Architect and entered on the form by the Contractor.

Contract For. This refers to the scope of the contract, such as General Construction or Mechanical Work.

Affidavit. Indicate the state and county where the Affidavit is made. This is not necessarily the same location as the Project, but should be the location where the notary is authorized to administer sworn oaths. If there are any EXCEPTIONS to the statement, these should be listed in the space provided; otherwise enter as "None." It may be a stipulation of the Contract Documents that the Owner has the right to require the Contractor to furnish a bond to cover each exception listed on the Affidavit.

Supporting Documents. The AIA documents listed as attachments to the G706 form should be of the same (current) edition date as G706. The AIA does not publish a "Release or Waiver of Liens" for contractors or subcontractors because of the great diversity of releases or waivers permitted by various state mechanics lien laws. Forms for such purposes may be available from local contractors' associations or may be written with the assistance of legal counsel.

EXECUTING THE DOCUMENT

The Notary Public should administer a sworn oath to the Contractor referencing the written statements appearing on AIA Document G706, and should duly sign and seal this document containing the Contractor's signature. G706 should be signed by the Contractor or the Contractor's authorized representative.



AIA Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*
Bobby L. Chain Municipal Airport
A Taxiway Realignment And
Improvements A.I.P.
29 Academy Drive
Hattiesburg, MS 39401

TO OWNER: *(Name and address)*
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

ARCHITECT'S PROJECT NUMBER: 3-28-0031-0030-2023

OWNER ☒

CONTRACT FOR: Entire Project

ARCHITECT ☐

CONTRACTOR ☐

CONTRACT DATED: 09/19/2023

SURETY ☐

OTHER ☐

STATE OF: Mississippi

COUNTY OF: Jones

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

Chris Albritton Construction Company, Inc.
2100 Bush Dairy Road
Laurel, MS 39443

BY:


(Signature of authorized representative)

Christopher Albritton, President
(Printed name and title)

Subscribed and sworn to before me on this 28th day of September, 2024

Notary Public:



My Commission Expires: September 28, 2025

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assurance changes will not be obscured.

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AIA® Document G706A™ – 1994 Instructions

Contractor's Affidavit of Release of Liens

GENERAL INFORMATION

Purpose. This document is intended for use as companion to AIA Document G706™, Contractor's Affidavit of Payment of Debts and Claims.

Related Documents. This document may be used with most of AIA's Owner-Contractor agreements and general conditions, such as A201 and its related family of documents. As noted above, this is a companion document to AIA Document G706.

Use of Current Documents. Prior to using any AIA document, the user should consult the AIA, an AIA component chapter or a current AIA documents list to determine the current edition of each document.

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CHANGES FROM THE PREVIOUS EDITION

A cross reference to AIA Document A201 has been deleted to permit the use of G706A with other families of AIA documents, including construction management, interiors and design/build.

COMPLETING G706A-1994

General. The Owner-Contractor Agreement is the usual source of required information such as the contract date and the names and addresses of the Owner, Project and Contractor.

Architect's Project No. This information is typically supplied by the Architect and entered on the form by the Contractor.

Contract For. This refers to the scope of the contract, such as "General Construction" or "Mechanical Work."

Affidavit. Indicate the state and county where the Affidavit is made. This is not necessarily the same location as the Project, but should be the location where the notary is authorized to administer sworn oaths. If there are any EXCEPTIONS to the statement, these should be listed in the space provided; otherwise enter as "None." It may be a stipulation of the Contract Documents that the Owner has the right to require the Contractor to furnish a bond to cover each exception listed on the Affidavit.

Supporting Documents. The AIA does not publish a "Release or Waiver of Liens" for contractors or subcontractors because of the great diversity of releases or waivers permitted by various state mechanics lien laws. Forms for such purposes may be available from local contractors' associations or may be written with the assistance of legal counsel.

EXECUTING G706A-1994

The Notary Public should administer a sworn oath to the Contractor in reference to the written statements appearing on G706A, and should duly sign and seal this document containing the Contractor's signature. G706A should be signed by the Contractor or the Contractor's authorized representative.

As Built Contract Change Order

18-Jul-24

A.I.P. No: 3-28-0031-0033-2023

Bobby L. Chain Municipal Airport
Taxiway A Realignment
and Improvements

Chris Albritton Construction
2100 Bush Dairy Road, Laurel, MS 39443

Contract Date:

Change Order
No. 1 AS BUILT

You are hereby requested to comply with the following changes from the Contract Plans and Specifications.

Item No.	Description of Changes - quantities, units, unit prices, changes in completion schedule, etc.	Decrease in Contract Amount	Increase in Contract Amount
	This as-built contract change order shows final as built quantities that were used during construction. It adjusts all quantities to actual quantities used.		
P-152-4.1	Unclassified Excavation Contract Qty. 4,953 C.Y. - \$3,685.43 C.Y. = C.Y. ; Decrease 1,267.57 C.Y. x \$13.00 = \$16,478.38	\$16,478.38	
P-152-4.2	Embankment in Place Contract Qty. 465.00 C.Y. - 200 C.Y. = 265.00 C.Y. ; Decrease 265.00 C.Y. x \$30.00 = \$7,950.00	\$7,950.00	
P-209	Crushed Aggregate Base Course Contract Qty. 1,429.00 C.Y. - 1,237.83 C.Y. = 191.17 C.Y. ; Decrease C.Y. x \$168.00 = \$32,117.11	\$32,117.11	
P-401-8.1a	Bituminous Surface Course Contract Qty. 2,372 TON - 1,881.45 = 490.55 TON ; Decrease 490.55 TON x \$268.00 = \$131,467.40	\$131,467.40	
P-501-8.1a	Portland Cement Concrete Pavement (Reinforced) - "8 1/2" Thick Contract Qty. 2,615 S.Y. - 2452.71 S.Y. = 162.29 S.Y. ; Decrease 162.29 S.Y. x \$247.00 = \$40,085.72	\$40,085.72	
P-602	Bituminous Prime Coat Contract Qty. 2,000 GAL. - 0 = 2,000 GAL. ; Decrease 2,000 GAL. x \$6.00 = \$12,000.00	\$12,000.00	
P-603	Bituminous Tack Coat Contract Qty. 800 GAL. - 458 GAL. = 342 GAL. ; Decrease 342 GAL. x \$6.00 = \$2,052.00	\$2,052.00	
D-701-5.1a	Pipe for Storm Drains and Culverts (12" R.C.P.) Contract Qty. 24.00 L.F. - 8.00 L.F. = 16.00 L.F. ; Decrease 16 L.F. x \$106.00 = \$1,696.00	\$1,696.00	
D-705-5.5b	6" Underdrain Complete (including granular backfill & filter fabric) Contract Qty. 1,030 L.F. - 855.00 L.F. = 175 L.F. ; Decrease 175 L.F. x \$22.00 = \$3,850.00	\$3,850.00	
S002	Paving Fabric Contract Qty. 6,215 S.Y. - 4,665 S.Y. = 1,550 S.Y. ; Decrease 1,550 S.Y. x \$3.00 = \$4,650.00	\$4,650.00	
S004	Cold Planing Asphalt Pavement (Milling Max 2.5" Depth) Contract Qty. 3,406 S.Y. - 3,193.45 S.Y. = 212.55 ; Decrease 212.55 S.Y. x \$14.00 = \$2,975.70	\$2,975.70	
S006	Pavement Marking Removal Contract Qty. 854.00 S.Y. - 136.83 S.Y. = 717.17 S.Y. ; Decrease 717.17 S.Y. x \$4.00 = \$2,868.68	\$2,868.68	
		\$258,191.00	\$0.00

Total Decrease Due to this Change Order	\$258,191.00
Total Increase Due to this Change Order	\$0.00
Net ☐ Increase ☒ Decrease Contract Amount Due This Change Order	\$258,191.00
Original Contract Amount	\$2,437,514.00
Net Change from Previous Change Orders	\$0.00
Contract Amount Prior to this Change Order	\$2,437,514.00
Net ☐ Increase ☒ Decrease This Change Order	\$258,191.00
Contract Amount with all Approved Change Orders	\$2,179,323.00

The time provided for completion in the Contract is ☒ Unchanged ☐ Increased ☐ Decreased by ____ calendar days.
This document shall become an Amendment to the contract and Special Provisions.

Accepted by: Sherwood Bailey 8/10/24
Program Manager: Sherwood Bailey, ARE Engineering Consultants Date

Accepted by: NICK RICHARDS, PM 10.25.2024
Contractor: Chris Albright Construction Date

Accepted by: _____
Owner: Toby Barker, Mayor City of Hattiesburg, Mississippi Date

SECTION G: CERTIFICATE AND RELEASE

FROM: Chris Albritton Construction Company, Inc.
(Name of Contractor)

TO: City Council, City of Hattiesburg, Mississippi

RE: Contract entered into on the 19th day of September, 2023,

between the City of Hattiesburg, Mississippi and Chris Albritton Construction Company, Inc.

(Name of Contractor)

of Laurel, Mississippi
(City) (State)

HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT TAXIWAY A REALIGNMENT AND IMPROVEMENTS

A.I.P Project No. 3-28-0031-0030-2023
for the
CITY OF HATTIESBURG

KNOW ALL MEN BY THESE PRESENTS:

A. The undersigned hereby certified that there are no outstanding claims of laborers, material, men, subcontractors or others arising out of the performance of this Contract, which might be asserted against the City, represented by the Commission Council, and the undersigned will agree that in the event of the assertion of any such claims against the City represented by the Commission Council, the undersigned will indemnify and save harmless the City from any such claims.

B. That the undersigned hereby acknowledges receipt from the City of all sums payable to the undersigned by the City under or pursuant to the above mentioned contract, with the following exceptions:

(List all exceptions here. If none, state "none".) None

C. The undersigned further certifies and acknowledges that the City has duly performed and fulfilled all the terms, provisions and conditions to be performed or fulfilled under or pursuant to said Contract (with the exceptions as noted above).

D. That the undersigned, except as regard items listed in paragraph "B" in consideration of the sum of \$1 paid to the undersigned, receipt whereof is hereby acknowledged, does hereby release the City from all claims arising under or by virtue of said Contract.

IN WITNESS WHEREOF, the undersigned has signed and sealant

this instrument this 6th day of June, 20 2024.

Christopher Albritton (Seal)

Christopher Albritton, being first duly sworn on oath, deposes and says first, that he is the President of (Title) Chris Albritton Construction Company, Inc., second, that he had read the

(Name of Company)

foregoing certificate by him subscribed as President of (Title)

the Chris Albritton Construction Company, Inc. (Name of Company).

The matters and things stated therein are, to the best of his knowledge and belief, true.

(Name) *Deborah English*

Subscribed and sworn to before me this 6th day of June, 20 24.



June 6, 2024

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

**Re: Bobby L. Chain Municipal Airport
A Taxiway Realignment and Improvements
Architect's Project Number: 3-28-0031-0030-2023**

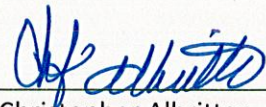
"We hereby guarantee all work performed by us on the above captioned project to be free from defective materials and workmanship for a period of one (1) year or such longer period of time as may be called for in the contract documents for such portions of the work". All guarantees and warranties shall be obtained in the Owner's name.

Within the guaranty 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, 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 within 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 contents of said buildings or site disturbed in fulfilling any such guaranty.

If, after notice, the Contractor fails to proceed promptly to comply with the terms of the guaranty, the Owner may have the defects corrected and the Contractor and his Sureties shall be liable for all expensed incurred.

All special guarantees applicable to definite parts of the work stipulated in the project manual or other papers forming part of the contract shall be subject to the terms of this paragraph during the first year of the life of such special guaranty.



Christopher Albritton
President

Subscribed and sworn to before me on this 6th day of June, 2024

Notary Public.

My Commission Expires: September 28, 2025



NOTICE OF FINAL SETTLEMENT

NOTICE is hereby given that the contract between the City of Hattiesburg, Mississippi, as Owner and Chris Albritton Construction Co., Inc. dated September 19, 2023, for the Bobby L. Chain Municipal Airport Taxiway A Realignment and Improvements project, as per approved plans and specification on file in the City Clerk's Office, has been fully and completely performed and exercised, and that final settlement thereof and thereunder will be made.

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

WITNESS my signature and the official seal of said City, on this the 16th day of April, 2024,
A.D.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(S E A L)

Publish (1) First Available After November 5,
2024
Return PROOF to City Clerk's Office
P O Box 1898
Hattiesburg, MS 39403



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, November 5, 2024
Re: Approve Lighting Agreement with Mississippi Power Company for additional street lighting on 40th Place for a monthly increase of \$23.10 and authorize the Mayor to execute the same.
File Number: 2024-610
Minute Book #

Summary

Approve Lighting Agreement with Mississippi Power Company for additional street lighting on 40th Place for a monthly increase of \$23.10.

Recommendation Statement

I recommend approval of this item.

Please place this on the November 5, 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	1 1	1- 50 watt Colonial and 1 - 20 ft aluminum pole
90 WATT LED		348 40th Place / Monthly cost \$23.10
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: Hunter White, Deputy Director

cc: Marybeth Bergin, Director of Transportation and Engineering

Date: Tuesday, November 5, 2024

Re: Acknowledge bids received on August 29, 2024, for the 7th, 25th, and Grace Avenue Infrastructure Improvements Project and accept the base bid from TL Wallace Construction, Inc. in the amount of \$4,622,432.29 as the lowest and best bid and authorize the Mayor to execute construction contracts and all necessary agreements for related purposes.
File Number: 2024-631
Minute Book #

Summary

Acknowledge bids received on August 29, 2024, for the 7th, 25th, and Grace Avenue Infrastructure Improvements Project and accept the base bid from TL Wallace Construction, Inc. in the amount of \$4,622,432.29 as the lowest and best bid and authorize the Mayor to execute construction contracts and all necessary agreements for related purposes.

Recommendation Statement

I recommend approval of this item.

Please place this on the November 5, 2024 City Council meeting for consideration.



4025 HWY 35 NORTH
COLUMBIA, MS 39429

CITY CLERK OF
CITY OF HATTIESBURG
BID: 7TH, 25TH, AND GRACE AVENUE
INFRASTRUCTURE IMPROVEMENTS
HATTIESBURG, MISSISSIPPI

Certificate of Responsibility Number 03770-MC
State Auditor Number 00070
Federal I.D. Number 64-0574472
Privilege Tax License Number 9042



Engineering Progress

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

**7TH, 25TH AND GRACE AVENUE
INFRASTRUCTURE IMPROVEMENTS**

FOR THE

CITY OF HATTIESBURG

JUNE 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 **July 3, 2024** in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

**7TH, 25TH AND GRACE AVENUE
INFRASTRUCTURE IMPROVEMENTS
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:
7TH, 25TH AND GRACE AVENUE
INFRASTRUCTURE IMPROVEMENTS
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 30, 2024 and June 6, 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 July 3, 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 7TH, 25TH AND GRACE AVENUE INFRASTRUCTURE IMPROVEMENTS, 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

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 B (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. 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.

I. 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.

J. 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. 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.

K. 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.

L. 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—

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. 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.”

M. 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.

N. 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.

- a. 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.
- b. 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:

- c. 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;
- d. 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;
- e. 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
- f. 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.

- a. 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.
- b. 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.

- a. 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.

b. 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.

c. Subcontracts. The CONTRACTOR shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

O. 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.

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.

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

7th St. and 25th Drainage

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The scope of work for the Project is the rehabilitation of the storm water system on 7th Avenue, construction of a retention basin on 7th Avenue near the intersection of 25th Avenue, and the upgrade of a storm water conveyance near Grace Avenue.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

- (1) SUBRECIPIENT agrees to the following schedule.
 - a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
 - b. On or about December 18, 2023, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
 - c. On or about January 18, 2024, advertise each construction contract for bids;
 - d. On or about February 15, 2024, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;
 - e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
 - f. No later than 15 days after execution of construction contract, submit the entire

procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);

- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
 - h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
 - i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
 - j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
 - k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
 - l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
 - m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.
- (2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.
- (3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

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: 7th, 25th And Grace Avenue Infrastructure Improvements

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 6 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 6 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.

400 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.

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:

7TH, 25TH AND GRACE AVENUE INFRASTRUCTURE IMPROVEMENTS 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
Instructions to Bidders
Bid
Bid Bond
Contract Agreement

Notice of Award
Notice to Proceed
Change Order
General Conditions
Supplemental General Conditions

Conditions for Compliance
with 2 C.F.R. § 200 et seq.
Technical Specifications
Drawings

Payment Bond
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:

City of Hattiesburg

SEAL

Authorized by:

(Printed Name & Title)

ATTEST

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 **7TH, 25TH AND GRACE AVENUE**
INFRASTRUCTURE IMPROVEMENTS, 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.

ATTACHMENT B

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 B, Subaward Terms and Conditions for Contracted Parties.



Signature of Contractor's Authorized Official

DAVID CLARK, VP

Name and Title of Contractor's Authorized Official

08.29.24

Date

EXHIBIT A

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.
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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. 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.

T. L. WALLACE CONSTRUCTION, 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

DAVID CLARK, VP

Name and Title of Contractor's Authorized Official

64-6574472

Contractor's Employer Identification Number (EIN)

08.29.24

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, VP
Name and Title of Authorized Representative


Signature of Authorized Representative

08.29.24
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,

T. L. WALLACE CONSTRUCTION, INC.

Bidding Company



DAVID CLARK, VP

Authorized by:

4025 HWY 35 NORTH

COLUMBIA, MS 39429

ADDRESS

PROPOSAL

7TH, 25TH AND GRACE AVENUE INFRASTRUCTURE IMPROVEMENTS

BASE BID

Item No.	Description	Unit	Quantity	Unit Price	Extension	Note*
	*** Demolition ***					
201-A	Clearing and Grubbing	LS	1	60,200.00	60,200.00	
202-B	Removal of Asphalt Pavement, All Depths	SY	2,171	9.50	20,624.50	4
202-B	Removal of Concrete Pavement, All Depths	SY	235	19.00	4,465.00	4
202-B	Removal of Concrete Sidewalk	SY	580	23.00	13,340.00	4
202-B	Removal of Curb & Gutter, All Types	LF	2,330	14.00	32,620.00	4
202-B	Removal of Header & Integral Curb, All Types	LF	72	16.00	1,152.00	4
202-B	Removal of Fence, All Types	LF	420	12.00	5,040.00	
202-B	Removal of Guard Rail, All Types	LF	75	12.00	900.00	
202-B	Removal of Sign & Post	EA	10	168.00	1,680.00	
202-B	Removal of Wood Foot Bridge, All Types	LF	145	14.00	2,030.00	
202-B	Removal of Concrete Ditch Paving, All Depths	SY	975	45.00	43,875.00	
202-B	Removal of RipRap, All Depths, Sizes & Types	SY	995	45.00	44,775.00	
202-B	Removal of Concrete Inlet and Junction Box, All Types & Sizes	EA	16	1,270.00	20,320.00	
202-B	Removal of Concrete Headwall, All Types & Sizes	LF	41	46.00	1,886.00	
202-B	Removal of Concrete Flared End Section, All Sizes	EA	3	1,270.00	3,810.00	
202-B	Removal of Large Storm Sewer Structure	EA	2	3,790.00	7,580.00	
202-B	Removal of Pipe, 8" to 36" Dia. All types & Depths	LF	828	35.00	28,980.00	
202-B	Removal of Pipe, over 36" Dia. All Types & Depths	LF	465	75.00	32,550.00	
202-B	Removal of Box Culvert, All Sizes, Types & Depths	LF	715	130.50	93,307.50	

	*** Earthwork & Temporary Erosion Control ***									
203-A	Unclassified Excavation, LVM, AH	CY	500	23.00	11,500.00					
203-D	Muck Excavation, LVM	CY	100	32.00	3,200.00					
203-EX	Borrow Excavation, AH, LVM, Class B9	CY	400	24.00	9,600.00					4
203-G	Excess Excavation, LVM, AH	CY	255	32.00	8,160.00					
211-B	Topsoil for Slope Treatment, Contractor Furnished	CY	1,054	0.01	10.54					
215-A	Vegetative Materials for Mulch	TON	2	873.00	1,746.00					
216-A	Solid Sodding	SY	4,215	8.00	33,720.00					1
219-A	Watering	KGAL	85	35.00	2,975.00					
221-A	Concrete Paved Ditch	CY	0.1	1,100.00	110.00					
226-A	Temporary Grassing	ACRE	1.0	1,750.00	1,750.00					
907-234-A	Temporary Silt Fence	LF	5,010	4.25	21,292.50					2
237-A	Wattles, 20"	LF	3,750	12.00	45,000.00					2
246-A	Sandbags	LF	385	18.00	6,930.00					2
	*** Subbase, Base, & Paving ***									
304-A	Granular Material, LVM, Class 9, Group C	CY	50	30.00	1,500.00					
304-F	Size 610 Crushed Stone Base	TON	1,375	100.00	137,500.00					4
403-A	9.5mm, ST, Asphalt Pavement	TON	405	155.00	62,775.00					4
403-A	19mm, ST, Asphalt Pavement	TON	355	170.00	60,350.00					4
403-B	9.5mm, ST, Asphalt Pavement, Leveling	TON	64	187.00	11,968.00					4
406-A	Cold Milling of Bituminous Pavement, All Depths	SY	3,475	12.00	41,700.00					
407-A	Asphalt for Tack Coat	GAL	370	5.00	1,850.00					4
	*** Drainage ***									
601-B	Class "B" Structural Concrete	CY	224	900.00	201,600.00					6
601-B	Class "B" Structural Concrete, Minor Structures	CY	195	1,780.00	347,100.00					6
602-A	Reinforcing Steel	LBS	55,175	3.00	165,525.00					
603-CA	15" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	8	62.00	496.00					6

603-CA	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	1,028	67.00	68,876.00	6
603-CA	24" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	536	86.00	46,096.00	6
603-CA	30" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	168	116.00	19,488.00	6
603-CA	36" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	968	120.00	116,160.00	6
603-CB	24" Reinforced Concrete Pipe End Section	EA	1	1,140.00	1,140.00	6
603-CB	30" Reinforced Concrete Pipe End Section	EA	1	1,690.00	1,690.00	6
603-CE	29"x18" Reinforced Concrete Arch Pipe, Class IV, Flexible Plastic Gaskets	LF	140	106.00	14,840.00	6
603-CE	51"x31" Reinforced Concrete Arch Pipe, Class IV, Flexible Plastic Gaskets	LF	92	342.00	31,464.00	6
603-PA	10'x5' Precast Concrete Box Culvert	LF	74	1,630.00	120,620.00	6
603-PA	12'x4' Precast Concrete Box Culvert	LF	416	1,890.00	786,240.00	6
603-PB	10'x5' Precast Concrete Box Culvert End Section	EA	1	15,100.00	15,100.00	6
603-PB	12'x4' Precast Concrete Box Culvert End Section	EA	1	18,500.00	18,500.00	6
603-PC	12'x4' Precast Concrete Box Culvert 30° Bends	EA	3	11,300.00	33,900.00	6
601-SB	15" Branch Connection to Proposed 36" RCP	EA	1	353.00	353.00	6
601-SB	18" Branch Connection to Proposed 30" RCP	EA	1	490.00	490.00	6
601-SB	15" Branch Connection to Proposed Box Culvert	EA	1	355.00	355.00	6
601-SB	18" Branch Connection to Proposed Box Culvert	EA	5	490.00	2,450.00	6
601-SB	24" Branch Connection to Proposed Box Culvert	EA	5	575.00	2,875.00	6
601-SB	30" Branch Connection to Existing Box Culvert	EA	1	1,130.00	1,130.00	6
601-SB	30" Branch Connection to Proposed Box Culvert	EA	1	1,130.00	1,130.00	6
601-SB	36" Branch Connection to Proposed Box Culvert	EA	4	1,500.00	6,000.00	6
601-SB	51"x31" Branch Connection to Proposed Box Culvert	EA	1	1,120.00	1,120.00	6
604-A	Castings	LBS	3,730	6.00	22,380.00	
604-B	Gratings	LBS	2,400	6.00	14,400.00	
	*** Fences & Gates ***					

607-B	60" Type I, Chain Link Fence, Class 1 (Incl. Posts, Fabric, Braces, Ties, Etc)	LF	415	23.00	9,545.00	
607-G	Gate, 5'x4', Type I, Chain Link Fence, Class 1 (Complete, In Place)	EA	1	1,140.00	1,140.00	
907-607-H	72" Wood Fence (Per Plans)	LF	70	76.00	5,320.00	
	*** Curbing & Gutters, Sidewalks & Driveways ***					
608-A	Concrete Sidewalk, Without Reinforcement	SY	1,280	71.00	90,880.00	4
907-608-C	Detectable Warning Panels	SF	285	33.00	9,405.00	
609-B	Concrete Curb, Header	LF	10	70.00	700.00	
609-C	Concrete Integral Curb, Type 1	LF	700	31.00	21,700.00	4
609-D	Combination Concrete Curb and Gutter Type 1 Modified	LF	4,055	25.00	101,375.00	4
614-A	Concrete Driveway, Without Reinforcement, 6-inch Thickness	SY	278	96.00	26,688.00	4
614-A	Concrete Driveway, Without Reinforcement, 8-inch Thickness	SY	386	119.00	45,934.00	
	*** Miscellaneous Roadway ***					
613-A	Adjustment of Castings, Gratings & Utility Appurtenances	EA	7	1,500.00	10,500.00	4,5
618-A	Maintenance of Traffic	LS	1	70,900.00	70,900.00	3,4
618-B	Additional Construction Signs	SF	10	12.00	120.00	
619-D	Remove and Reset Signs, All Sizes	EA	3	1,170.00	3,510.00	
620-A	Mobilization	LS	1	500,000.00	500,000.00	4
	*** Pavement Striping & Marking ***					
626-G	Thermoplastic Detail Stripe, Yellow, 6"	LF	2,610	8.25	21,532.50	4
626-H	Thermoplastic Legend, White (6" Equiv)	LF	650	12.00	7,800.00	4
	*** Permanent Traffic Control ***					
630-A	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	SF	30	71.00	2,130.00	
630-C	Steel U-Section Posts, 2.5 lb/ft	LF	90	41.00	3,690.00	
	*** Survey & Staking ***					

699-A	Roadway Construction Stakes	LS	1	46,000.00	46,000.00	
	*** Erosion Control ***					
809-A	Retaining Wall System, Modular Block	SF	790	206.00	162,740.00	
815-A	Loose Riprap (Size 300)	Ton	1,020	110.00	112,200.00	
815-B	Grouted Riprap (Size 300)	SY	555	111.50	61,882.50	
815-E	Geotextile under Riprap	SY	1,765	4.25	7,501.25	
Subtotal Base Bid Roadway Items:						4,247,493.29
	*** Sewer Pipe Items ***					
SS1	8" SDR 26 PVC Sewer Pipe (0'-6') (Open Cut)	LF	188	85.00	15,980.00	
SS3	12" SDR 26 PVC Sewer Pipe (6'-8') (Open Cut)	LF	100	110.00	11,000.00	
SS5	12" Steel Casing (0.25" WT) (Open Cut)(All Depths)	LF	30	215.00	6,450.00	
SS6	16" Steel Casing (0.25" WT) (Open Cut)(All Depths)	LF	40	300.00	12,000.00	
SS7	Removal of Existing Sewer Line	LF	275	32.00	8,800.00	
SS8	Abandonment of Existing Sewer Line (All Sizes)	LF	50	15.00	750.00	
SS9	Tracer Wire System for Sewer	LS	1	11,800.00	11,800.00	
	*** Sewer Manhole Items ***					
SS10	48" Precast Concrete Sewer Manhole (0' - 6')	EA	1	4,790.00	4,790.00	
SS11	48" Precast Concrete Sewer Manhole (6' - 8')	EA	1	5,920.00	5,920.00	
SS12	48" Precast Concrete Sewer Manhole (8' - 10')	EA	1	7,310.00	7,310.00	
SS14	Drop Manhole Assembly (All Depths)	EA	1	3,710.00	3,710.00	
SS15	Demolition and Removal of Existing Manholes (All Types)	EA	3	1,130.00	3,390.00	
	*** Sewer Service Items ***					
SS17	4" Sanitary Sewer Service Cleanout	EA	4	1,140.00	4,560.00	
SS18	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	40	52.00	2,080.00	

SS19	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	100	55.00	5,500.00	
SS20	8"x8"x6" PVC Service Tee	EA	2	331.00	662.00	
SS21	12"x12"x6" PVC Service Tee	EA	2	1,230.00	2,460.00	
Subtotal Base Bid Sewer Items:						107,162.00
	*** Water Pipe Items ***					
W1	2" Class 200 PVC Water Pipe (Open Cut)	LF	25	23.00	575.00	
W2	6" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	300	151.00	45,300.00	
W3	10" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	70	159.00	11,130.00	
W4	20" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	70	335.00	23,450.00	
W5	30" Steel Casing (0.25" WT) (Open Cut) (Split w/ Welding)	LF	40	1,450.00	58,000.00	
W6	Tracer Wire System for Water	LS	1	7,420.00	7,420.00	
	*** Water Connection Items ***					
W7	Connection: Prop 2" WL to Exist 2" WL (Coupling & other fittings)	EA	2	920.00	1,840.00	
W8	Connection: Prop 6" WL to Exist 6" WL's (Coupling & other fittings)	EA	10	2,460.00	24,600.00	
W9	Connection: Prop 10" WL to Exist 10" WL (Coupling & other fittings)	EA	2	8,220.00	16,440.00	
W10	Connection: Prop 20" WL to Exist 20" WL (Coupling & other fittings)	EA	2	23,100.00	46,200.00	
	*** Water Valve Items ***					
W11	6" Gate Valve	EA	3	2,690.00	8,070.00	
W12	10" Gate Valve	EA	1	5,240.00	5,240.00	
	*** Water Fire Protection Items ***					
W13	Remove, Relocate & Reset Existing Hydrant w/ Appurtenances (Incl. Valve, Hydrant, Pipe, & other fittings)	EA	2	7,280.00	14,560.00	

		*** Water Service Items ***						
W14	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	EA	2	895.00	1,790.00			
W15	Residential Service Tubing (Open Cut) (All Sizes)	LF	25	23.00	575.00			
W16	Remove and Reset Water Meter	EA	1	272.00	272.00			
Subtotal Base Bid Water Items:					265,462.00			
BASE BID TOTAL:					4,620,107.29			
Additive Alternate No. 1								
Item No.	Description	Unit	Quantity	Unit Price	Extension	Note*		
	*** Demolition ***							
201-A	Clearing and Grubbing	LS	1	13,100.00	13,100.00			
202-B	Removal of Asphalt Pavement, All Depths	SY	880	10.00	8,800.00	4		
202-B	Removal of Concrete Pavement, All Depths	SY	320	19.00	6,080.00	4		
202-B	Removal of Concrete Sidewalk	SY	307	23.00	7,061.00	4		
202-B	Removal of Curb & Gutter, All Types	LF	1,595	14.00	22,330.00	4		
202-B	Removal of Header & Integral Curb, All Types	LF	135	16.00	2,160.00	4		
202-B	Removal of Fence, All Types	LF	186	12.00	2,232.00			
202-B	Removal of Sign & Post	EA	3	168.00	504.00			
202-B	Removal of Concrete Inlet and Junction Box, All Types & Sizes	EA	10	1,900.00	19,000.00			
202-B	Removal of Pipe, 8" to 36" Dia, All types & Depths	LF	451	35.00	15,785.00			
907-202-B	Ditch Cleaning, Desnagging & Reshaping	LF	740	78.00	57,720.00			
	*** Earthwork & Temporary Erosion Control ***							
203-A	Unclassified Excavation, LVM, AH	CY	500	23.00	11,500.00			
203-EX	Borrow Excavation, AH, LVM, Class B9	CY	900	24.00	21,600.00	4		

203-G	Excess Excavation, LVM, AH	CY	340	24.00	8,160.00	
211-B	Topsoil for Slope Treatment, Contractor Furnished	CY	306	0.01	3.06	
215-A	Vegetative Materials for Mulch	TON	0.5	56.00	28.00	
216-A	Solid Sodding	SY	1,225	8.00	9,800.00	1
219-A	Watering	KGAL	25	35.00	875.00	
226-A	Temporary Grassing	ACRE	0.3	1,750.00	525.00	
907-234-A	Temporary Silt Fence	LF	1,170	4.25	4,972.50	2
237-A	Wattles, 20"	LF	510	12.00	6,120.00	2
246-A	Sandbags	LF	95	18.00	1,710.00	2
	*** Non-Roadway Items ***					
907-258-PP	Concrete Steps, Per Plans	EA	1	679.00	679.00	
907-258-N	Car Stop, Per Plans	EA	6	275.00	1,650.00	
	*** Subbase, Base, & Paving ***					
304-F	Size 610 Crushed Stone Base	TON	790	100.00	79,000.00	4
403-A	9.5mm, ST, Asphalt Pavement	TON	215	155.00	33,325.00	4
403-A	19mm, ST, Asphalt Pavement	TON	181	170.00	30,770.00	4
403-B	9.5mm, ST, Asphalt Pavement, Leveling	TON	36	187.00	6,732.00	4
406-A	Cold Milling of Bituminous Pavement, All Depths	SY	1,871	12.00	22,452.00	
407-A	Asphalt for Tack Coat	GAL	195	5.00	975.00	4
	*** Drainage ***					
601-B	Class "B" Structural Concrete, Minor Structures	CY	62	1,780.00	110,360.00	6
602-A	Reinforcing Steel	LBS	6,970	3.00	20,910.00	
603-CA	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	608	59.00	35,872.00	6
603-CA	24" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	636	76.00	48,336.00	6
604-A	Castings	LBS	1,508	6.00	9,048.00	
604-B	Gratings	LBS	200	6.00	1,200.00	

	*** Fences & Gates ***					
607-B	60" Type I, Chain Link Fence, Class 1 (Incl. Posts, Fabric, Braces, Ties, Etc)	LF	177	23.00	4,071.00	
	*** Curbing & Gutters, Sidewalks & Driveways ***					
608-A	Concrete Sidewalk, Without Reinforcement	SY	800	71.00	56,800.00	4
907-608-C	Detectable Warning Panels	SF	201	33.00	6,633.00	
609-B	Concrete Curb, Header	LF	10	70.00	700.00	
609-C	Concrete Integral Curb, Type 1	LF	390	31.00	12,090.00	4
609-D	Combination Concrete Curb and Gutter Type 1 Modified	LF	82	25.00	2,050.00	4
614-A	Concrete Driveway, Without Reinforcement, 6-inch Thickness	SY	553	96.00	53,088.00	4
	*** Miscellaneous Roadway***					
613-A	Adjustment of Castings, Gratings & Utility Appurtenances	EA	5	1,500.00	7,500.00	4,5
618-A	Maintenance of Traffic	LS	1	5,000.00	5,000.00	3,4
618-B	Additional Construction Signs	SF	10	12.00	120.00	
619-D	Remove and Reset Signs, All Sizes	EA	2	1,170.00	2,340.00	
620-A	Mobilization	LS	1	40,000.00	40,000.00	4
	*** Pavement Striping & Marking ***					
626-G	Thermoplastic Detail Stripe, Yellow, 6"	LF	1,850	4.75	8,787.50	4
626-H	Thermoplastic Legend, White (6" Equiv)	LF	1,214	18.00	21,852.00	4
626-H	Thermoplastic Legend, White	SF	16	17.00	272.00	
	*** Permanent Traffic Control ***					
630-A	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	SF	32	31.00	992.00	
630-C	Steel U-Section Posts, 2.5 lb/ft	LF	75	24.00	1,800.00	
	*** Survey & Staking ***					

699-A	Roadway Construction Stakes	LS	1	0.00	0.00	
Subtotal Add Alt 1 Roadway Items:						845,470.00
	*** Sewer Pipe Items ***					
SS1	8" SDR 26 PVC Sewer Pipe (0'-6') (Open Cut)	LF	90	85.00	7,650.00	
SS2	8" SDR 26 PVC Sewer Pipe (6'-8') (Open Cut)	LF	500	109.00	54,500.00	
SS4	12" SDR 26 PVC Sewer Pipe (16'-18') (Open Cut)	LF	20	670.00	13,400.00	
SS7	Removal of Existing Sewer Line	LF	30	32.00	960.00	
SS8	Abandonment of Existing Sewer Line (All Sizes)	LF	565	15.00	8,475.00	
SS9	Tracer Wire System for Sewer	LS	1	8,810.00	8,810.00	
	*** Sewer Manhole Items ***					
SS11	48" Precast Concrete Sewer Manhole (6' - 8')	EA	2	5,920.00	11,840.00	
SS13	48" Precast Concrete Sewer Manhole (16' - 18')	EA	1	15,300.00	15,300.00	
SS14	Drop Manhole Assembly (All Depths)	EA	1	3,730.00	3,730.00	
SS15	Demolition and Removal of Existing Manholes (All Types)	EA	3	1,130.00	3,390.00	
SS16	Abandonment of Existing Manholes (All Types)	EA	1	1,000.00	1,000.00	
	*** Sewer Service Items ***					
SS17	4" Sanitary Sewer Service Cleanout	EA	2	1,140.00	2,280.00	
SS18	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	20	52.00	1,040.00	
SS19	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	30	55.00	1,650.00	
SS20	8"x8"x6" PVC Service Tee	EA	2	332.00	664.00	
SS22	Existing Sewer Service Investigation	EA	1	540.00	540.00	
Subtotal Add Alt 1 Sewer Items:						135,229.00
	*** Water Fire Protection Items ***					

W13	Remove, Relocate & Reset Existing Hydrant w/ Appurtenances (Incl. Valve, Hydrant, Pipe, & other fittings)	EA	2	11,700.00	23,400.00
Subtotal Add Alt 1 Water Items:					23,400.00
ADDITIVE ALTERNATE 1 TOTAL:					1,004,099.06
BASE BID WITH ADDITIVE ALTERNATE 1 TOTAL:					5,624,206.35

General Notes:

1. All Grassing Items include fertilizer and ground preparation.
2. Erosion Control Items shall be placed as noted in the plans AND as directed by the Engineer.
3. Temporary Traffic Striping shall be included in Maintenance of Traffic, shall match location of Permanent Striping, and shall be used as directed.
4. Item contains repair quantities for utility construction outside the main roadway reconstruction.
5. For use on existing utility covers which are not included in the water & sewer relocation (per plan sheets).
6. Structure Excavation shall be absorbed (No Separate Pay).

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the under signed, T. L. Wallace Construction, Inc
Columbia, MS 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 29th day of August, 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:

**7TH, 25TH AND GRACE AVENUE
INFRASTRUCTURE IMPROVEMENTS
HATTIESBURG, MISSISSIPPI**

NOW, THEREFORE,

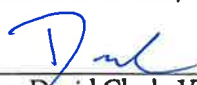
(a) If said BID shall be rejected, or

(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.

T. L. Wallace Construction, Inc


PRINCIPAL David Clark, Vice President

Travelers Casualty and Surety Company of America

SURETY

BY:


Sherrill A. Kelley, 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.



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 **SHERRILL A KELLEY** 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.

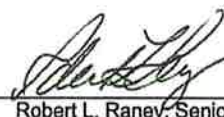
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st day of April, 2021**.



State of Connecticut

City of Hartford ss.

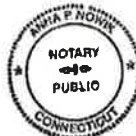
By: _____


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 **29th** day of **August**, **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.

ADDENDUM No. 1
to the
CONTRACT DOCUMENTS and SPECIFICATIONS
for the
W. 7th Street, 25th Avenue, and Grace Avenue Infrastructure Improvements
CITY of HATTIESBURG

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

CHANGE No. 1 - The bid opening date and time shall be changed for the project. The new date and time are August 8, 2024, at 10:00 A.M.

SHOWS, DEARMAN & WAITS, INC.

by:



Shea E. McNease, P.E.

Dated this 28th 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.

ADDENDUM No. 2
to the
SPECIFICATIONS and CONTRACT DOCUMENTS
for
7TH, 25TH AND GRACE AVENUE INFRASTRUCTURE IMPROVEMENTS
for the
CITY of HATTIESBURG

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

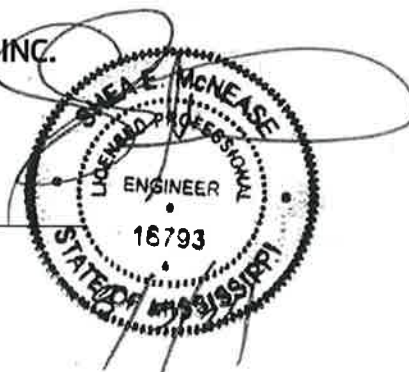
- CHANGE No. 1 -** Replace the entire Plan Set (all plan sheets) with the Attached Revised Plan Set.
- CHANGE No. 2 -** Replace the entire Proposal from the Specifications and Contract Documents with the Attached revised Proposal.
- CHANGE No. 3 -** Replace the entire Table of Contents from the Specifications and Contract Documents with the Attached revised Table of Contents.
- CHANGE No. 4 -** Replace the entire Measurement and Payment Section from the Specifications and Contract Documents with the Attached revised Measurement and Payment Section.
- CHANGE No. 5 -** The Bid Opening Date and Time shall be changed for the Project. The new Date and Time are 29 August, 2024, at 10:00 AM. The Bid Opening Location shall remain as stated in the Specifications and Contract Documents.
- CHANGE No. 6 -** The following Sections shall be added to the Specifications and Contract Documents and shall be considered a part thereof:

- 907-608-2 – Detectable Warning Panels

SHOWS, DEARMAN & WAITS, INC.

by:

Shea E. McNease, P.E.



Dated this 05 day of August, 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.



R&J CONSTRUCTION

LAUREL, MISSISSIPPI

R & J Construction, Inc.

P.O. Box 6

Laurel, Mississippi

39441

Certificate of Responsibility: 13715-MC

Federal TIN: 41-2037763

State Tax ID: 34-16926-8

SEALED BID

**7TH, 25TH AND GRACE AVENUE
INFRASTRUCTURE IMPROVEMENTS
CITY OF HATTIESBURG**

August 29, 2024

ADDENDUM No. 1
to the
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for the
W. 7th Street, 25th Avenue, and Grace Avenue Infrastructure Improvements
CITY of HATTIESBURG

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SHOWS, DEARMAN & WAITS, INC.

by:



Shea E. McNease, P.E.

Dated this 28th 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: R & J Construction, Inc.

Signature: George Walters

Title: President

ADDENDUM No. 2
to the
SPECIFICATIONS and CONTRACT DOCUMENTS
for
7TH, 25TH AND GRACE AVENUE INFRASTRUCTURE IMPROVEMENTS
for the
CITY of HATTIESBURG

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

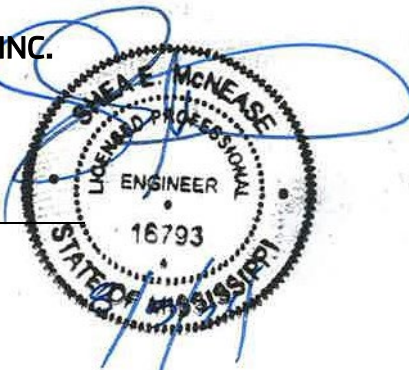
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Shea E. McNease, P.E.



Dated this 05 day of August, 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: R & J Construction, Inc.

Signature: George Walters

Title: President

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

**7TH, 25TH AND GRACE AVENUE
INFRASTRUCTURE IMPROVEMENTS**

FOR THE

CITY OF HATTIESBURG

JUNE 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 **July 3, 2024** in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

**7TH, 25TH AND GRACE AVENUE
INFRASTRUCTURE IMPROVEMENTS
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:
7TH, 25TH AND GRACE AVENUE
INFRASTRUCTURE IMPROVEMENTS
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 30, 2024 and June 6, 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 July 3, 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 **7TH, 25TH AND GRACE AVENUE INFRASTRUCTURE IMPROVEMENTS, 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

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 B (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. 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.

I. 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.

J. 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. 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.

K. 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.

L. 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—

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. 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.”

M. 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.

N. 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.

- a. 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.
- b. 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:

- c. 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;
- d. 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;
- e. 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
- f. 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.

- a. 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.
- b. 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.

- a. 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.

- b. 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.
- c. Subcontracts. The CONTRACTOR shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

O. 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.

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.

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

7th St. and 25th Drainage

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The scope of work for the Project is the rehabilitation of the storm water system on 7th Avenue, construction of a retention basin on 7th Avenue near the intersection of 25th Avenue, and the upgrade of a storm water conveyance near Grace Avenue.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

- (1) SUBRECIPIENT agrees to the following schedule.
 - a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
 - b. On or about December 18, 2023, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
 - c. On or about January 18, 2024, advertise each construction contract for bids;
 - d. On or about February 15, 2024, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;
 - e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
 - f. No later than 15 days after execution of construction contract, submit the entire

procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);

- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

ATTACHMENT B

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, R & J Construction, Inc., certifies the above Attachment B, Subaward Terms and Conditions for Contracted Parties.

George Walters
Signature of Contractor's Authorized Official

George Walters, President
Name and Title of Contractor's Authorized Official

August 29, 2024
Date

EXHIBIT A

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.
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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. 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, R & I 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.

George Walters
Signature of Contractor's Authorized Official

George Walters, President
Name and Title of Contractor's Authorized Official

41-2037763
Contractor's Employer Identification Number (EIN)

August 29, 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.

R & J Construction, Inc.
Business Name

By George Walters, President
Name and Title of Authorized Representative

George Walters
Signature of Authorized Representative

August 29, 2024
Date

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: 7th, 25th And Grace Avenue Infrastructure Improvements

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 6 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 6 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.

400 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,

R & J Construction, Inc.

Bidding Company

George Walters

Authorized by:

P.O. Box 6

Laurel, MS 39441

ADDRESS

PROPOSAL**7TH, 25TH AND GRACE AVENUE
INFRASTRUCTURE IMPROVEMENTS****BASE BID**

Item No.	Description	Unit	Quantity	Unit Price	Extension	Note*
	*** Demolition ***					
201-A	Clearing and Grubbing	LS	1	\$50,000.00	\$50,000.00	
202-B	Removal of Asphalt Pavement, All Depths	SY	2,171	\$9.00	\$19,539.00	4
202-B	Removal of Concrete Pavement, All Depths	SY	235	\$13.50	\$3,172.50	4
202-B	Removal of Concrete Sidewalk	SY	580	\$13.50	\$7830.00	4
202-B	Removal of Curb & Gutter, All Types	LF	2,330	\$10.00	\$23,300.00	4
202-B	Removal of Header & Integral Curb, All Types	LF	72	\$10.00	\$720.00	4
202-B	Removal of Fence, All Types	LF	420	\$15.00	\$6,300.00	
202-B	Removal of Guard Rail, All Types	LF	75	\$100.00	\$7,500.00	
202-B	Removal of Sign & Post	EA	10	\$200.00	\$2,000.00	
202-B	Removal of Wood Foot Bridge, All Types	LF	145	\$25.00	\$3,625.00	
202-B	Removal of Concrete Ditch Paving, All Depths	SY	975	\$11.25	\$10,968.75	
202-B	Removal of RipRap, All Depths, Sizes & Types	SY	995	\$25.00	\$24,875.00	
202-B	Removal of Concrete Inlet and Junction Box, All Types & Sizes	EA	16	\$600.00	\$9,600.00	
202-B	Removal of Concrete Headwall, All Types & Sizes	LF	41	\$150.00	\$6,150.00	
202-B	Removal of Concrete Flared End Section, All Sizes	EA	3	\$200.00	\$600.00	
202-B	Removal of Large Storm Sewer Structure	EA	2	\$3,000.00	\$6,000.00	
202-B	Removal of Pipe, 8" to 36" Dia, All types & Depths	LF	828	\$15.00	\$12,420.00	
202-B	Removal of Pipe, over 36" Dia, All Types & Depths	LF	465	\$25.00	\$11,625.00	
202-B	Removal of Box Culvert, All Sizes, Types & Depths	LF	715	\$100.00	\$71,500.00	

	*** Earthwork & Temporary Erosion Control ***					
203-A	Unclassified Excavation, LVM, AH	CY	500	\$20.00	\$10,000.00	
203-D	Muck Excavation, LVM	CY	100	\$22.00	\$2,200.00	
203-EX	Borrow Excavation, AH, LVM, Class B9	CY	400	\$30.00	\$12,000.00	4
203-G	Excess Excavation, LVM, AH	CY	255	\$22.00	\$5,610.00	
211-B	Topsoil for Slope Treatment, Contractor Furnished	CY	1,054	\$20.00	\$21,080.00	
215-A	Vegetative Materials for Mulch	TON	2	\$937.50	\$1,875.00	
216-A	Solid Sodding	SY	4,215	\$8.13	\$34,267.95	1
219-A	Watering	KGAL	85	\$20.00	\$1,700.00	
221-A	Concrete Paved Ditch	CY	0.1	\$15,000.00	\$1,500.00	
226-A	Temporary Grassing	ACRE	1.0	\$1,875.00	\$1,875.00	
907-234-A	Temporary Silt Fence	LF	5,010	\$5.50	\$27,555.00	2
237-A	Wattles, 20"	LF	3,750	\$7.50	\$28,125.00	2
246-A	Sandbags	LF	385	\$18.75	\$7,218.75	2
	*** Subbase, Base, & Paving ***					
304-A	Granular Material, LVM, Class 9, Group C	CY	50	\$100.00	\$5,000.00	
304-F	Size 610 Crushed Stone Base	TON	1,375	\$73.00	\$100,375.00	4
403-A	9.5mm, ST, Asphalt Pavement	TON	405	\$215.00	\$87,075.00	4
403-A	19mm, ST, Asphalt Pavement	TON	355	\$287.50	\$102,062.50	4
403-B	9.5mm, ST, Asphalt Pavement, Leveling	TON	64	\$215.00	\$13,760.00	4
406-A	Cold Milling of Bituminous Pavement, All Depths	SY	3,475	\$9.38	\$32,595.50	
407-A	Asphalt for Tack Coat	GAL	370	\$5.00	\$1,850.00	4
	*** Drainage ***					
601-B	Class "B" Structural Concrete	CY	224	\$1,661.00	\$372,064.00	6
601-B	Class "B" Structural Concrete, Minor Structures	CY	195	\$2,661.00	\$518,895.00	6
602-A	Reinforcing Steel	LBS	55,175	\$5.00	\$275,875.00	
603-CA	15" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	8	\$128.70	\$1,029.60	6

603-CA	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	1,028	\$120.18	\$123,545.04	6
603-CA	24" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	536	\$140.58	\$75,350.88	6
603-CA	30" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	168	\$158.96	\$26,705.28	6
603-CA	36" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	968	\$189.45	\$183,387.60	6
603-CB	24" Reinforced Concrete Pipe End Section	EA	1	\$1,025.00	\$1,025.00	6
603-CB	30" Reinforced Concrete Pipe End Section	EA	1	\$1,200.00	\$1,200.00	6
603-CE	29"x18" Reinforced Concrete Arch Pipe, Class IV, Flexible Plastic Gaskets	LF	140	\$160.12	\$22,416.80	6
603-CE	51"x31" Reinforced Concrete Arch Pipe, Class IV, Flexible Plastic Gaskets	LF	92	\$295.93	\$27,225.56	6
603-PA	10'x5' Precast Concrete Box Culvert	LF	74	\$1,858.99	\$137,656.26	6
603-PA	12'x4' Precast Concrete Box Culvert	LF	416	\$1,749.30	\$727,708.80	6
603-PB	10'x5' Precast Concrete Box Culvert End Section	EA	1	\$20,100.00	\$20,100.00	6
603-PB	12'x4' Precast Concrete Box Culvert End Section	EA	1	\$21,140.00	\$21,140.00	6
603-PC	12'x4' Precast Concrete Box Culvert 30° Bends	EA	3	\$25,393.33	\$76,179.99	6
601-SB	15" Branch Connection to Proposed 36" RCP	EA	1	\$1000.00	\$1000.00	6
601-SB	18" Branch Connection to Proposed 30" RCP	EA	1	\$1,200.00	\$1,200.00	6
601-SB	15" Branch Connection to Proposed Box Culvert	EA	1	\$1,000.00	\$1,000.00	6
601-SB	18" Branch Connection to Proposed Box Culvert	EA	5	\$1,200.00	\$6000.00	6
601-SB	24" Branch Connection to Proposed Box Culvert	EA	5	\$1,500.00	\$7500.00	6
601-SB	30" Branch Connection to Existing Box Culvert	EA	1	\$1,800.00	\$1,800.00	6
601-SB	30" Branch Connection to Proposed Box Culvert	EA	1	\$1,800.00	\$1,800.00	6
601-SB	36" Branch Connection to Proposed Box Culvert	EA	4	\$2,000.00	\$8,000.00	6
601-SB	51"x31" Branch Connection to Proposed Box Culvert	EA	1	\$7,500.00	\$7,500.00	6
604-A	Castings	LBS	3,730	\$6.00	\$22,380.00	
604-B	Gratings	LBS	2,400	\$6.00	\$14,400.00	
	*** Fences & Gates ***					

607-B	60" Type I, Chain Link Fence, Class 1 (Incl. Posts, Fabric, Braces, Ties, Etc)	LF	415	\$19.03	\$7,897.45	
607-G	Gate, 5'x4', Type I, Chain Link Fence, Class 1 (Complete, In Place)	EA	1	\$715.00	\$715.00	
907-607-H	72" Wood Fence (Per Plans)	LF	70	\$60.50	\$4,235.00	
	*** Curbing & Gutters, Sidewalks & Driveways ***					
608-A	Concrete Sidewalk, Without Reinforcement	SY	1,280	\$75.35	\$96,448.00	4
907-608-C	Detectable Warning Panels	SF	285	\$27.50	\$7,837.50	
609-B	Concrete Curb, Header	LF	10	\$40.70	\$407.00	
609-C	Concrete Integral Curb, Type 1	LF	700	\$40.70	\$28,490.00	4
609-D	Combination Concrete Curb and Gutter Type 1 Modified	LF	4,055	\$30.80	\$124,894.00	4
614-A	Concrete Driveway, Without Reinforcement, 6-inch Thickness	SY	278	\$112.20	\$31,191.60	4
614-A	Concrete Driveway, Without Reinforcement, 8-inch Thickness	SY	386	\$112.20	\$43,309.20	
	*** Miscellaneous Roadway***					
613-A	Adjustment of Castings, Gratings & Utility Appurtenances	EA	7	\$1,120.00	\$7,840.00	4,5
618-A	Maintenance of Traffic	LS	1	\$26,580.00	\$26,580.00	3, 4
618-B	Additional Construction Signs	SF	10	\$10.00	\$100.00	
619-D	Remove and Reset Signs, All Sizes	EA	3	\$700.00	\$2,100.00	
620-A	Mobilization	LS	1	\$442,760.00	\$542,760.00	4
	*** Pavement Striping & Marking ***					
626-G	Thermoplastic Detail Stripe, Yellow, 6"	LF	2,610	\$4.40	\$11,484.00	4
626-H	Thermoplastic Legend, White (6" Equiv)	LF	650	\$33.00	\$21,450.00	4
	*** Permanent Traffic Control ***					
630-A	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	SF	30	\$27.50	\$825.00	
630-C	Steel U-Section Posts, 2.5 lb/ft	LF	90	\$6.88	\$618.75	
	*** Survey & Staking ***					

699-A	Roadway Construction Stakes	LS	1	\$39,000.00	\$39,000.00	
	*** Erosion Control ***					
809-A	Retaining Wall System, Modular Block	SF	790	\$66.00	\$52,140.00	
815-A	Loose Riprap (Size 300)	Ton	1,020	\$154.00	\$157,080.00	
815-B	Grouted Riprap (Size 300)	SY	555	\$197.64	\$109,690.20	
815-E	Geotextile under Riprap	SY	1,765	\$2.83	\$4,994.95	
Subtotal Base Bid Roadway Items:					4,689,822.41	
	*** Sewer Pipe Items ***					
SS1	8" SDR 26 PVC Sewer Pipe (0'-6") (Open Cut)	LF	188	\$118.57	\$22,291.16	
SS3	12" SDR 26 PVC Sewer Pipe (6'- 8') (Open Cut)	LF	100	\$139.80	\$13,980.00	
SS5	12" Steel Casing (0.25" WT) (Open Cut)(All Depths)	LF	30	\$92.37	\$2,771.10	
SS6	16" Steel Casing (0.25" WT) (Open Cut)(All Depths)	LF	40	\$126.35	\$5,054.00	
SS7	Removal of Existing Sewer Line	LF	275	\$25.00	\$6,875.00	
SS8	Abandonment of Existing Sewer Line (All Sizes)	LF	50	\$20.00	\$1,000.00	
SS9	Tracer Wire System for Sewer	LS	1	\$220.00	\$220.00	
	*** Sewer Manhole Items ***					
SS10	48" Precast Concrete Sewer Manhole (0' - 6')	EA	1	\$2,675.00	\$2,675.00	
SS11	48" Precast Concrete Sewer Manhole (6' - 8')	EA	1	\$3,035.00	\$3,035.00	
SS12	48" Precast Concrete Sewer Manhole (8' - 10')	EA	1	\$3,035.00	\$3,035.00	
SS14	Drop Manhole Assembly (All Depths)	EA	1	\$2,537.34	\$2,537.34	
SS15	Demolition and Removal of Existing Manholes (All Types)	EA	3	\$600.00	\$1,800.00	
	*** Sewer Service Items ***					
SS17	4" Sanitary Sewer Service Cleanout	EA	4	\$580.87	\$2,323.48	
SS18	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	40	\$47.84	\$1,913.60	

SS19	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	100	\$53.88	\$5,388.00	
SS20	8"x8"x6" PVC Service Tee	EA	2	\$284.56	\$569.12	
SS21	12"x12"x6" PVC Service Tee	EA	2	\$671.78	\$1,343.56	
Subtotal Base Bid Sewer Items:					76,811.36	
	*** Water Pipe Items ***					
W1	2" Class 200 PVC Water Pipe (Open Cut)	LF	25	\$81.18	\$2,029.50	
W2	6" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	300	\$106.77	\$32,031.00	
W3	10" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	70	\$143.21	\$10,024.70	
W4	20" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	70	\$232.65	\$16,285.50	
W5	30" Steel Casing (0.25" WT) (Open Cut) (Split w/ Welding)	LF	40	\$329.56	\$13,182.40	
W6	Tracer Wire System for Water	LS	1	\$220.00	\$220.00	
	*** Water Connection Items ***					
W7	Connection: Prop 2" WL to Exist 2" WL (Coupling & other fittings)	EA	2	\$1,650.45	\$3,300.90	
W8	Connection: Prop 6" WL to Exist 6" WL's (Coupling & other fittings)	EA	10	\$2,325.43	\$23,254.30	
W9	Connection: Prop 10" WL to Exist 10" WL (Coupling & other fittings)	EA	2	\$3,629.36	\$7,258.72	
W10	Connection: Prop 20" WL to Exist 20" WL (Coupling & other fittings)	EA	2	\$10,540.36	\$21,080.72	
	*** Water Valve Items ***					
W11	6" Gate Valve	EA	3	\$2,054.23	\$6,162.69	
W12	10" Gate Valve	EA	1	\$3,688.79	\$3,688.79	
	*** Water Fire Protection Items ***					
W13	Remove, Relocate & Reset Existing Hydrant w/ Appurtenances (Incl. Valve, Hydrant, Pipe, & other fittings)	EA	2	\$7,095.52	\$14,191.04	

	*** Water Service Items ***					
W14	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	EA	2	\$940.27	\$1,880.54	
W15	Residential Service Tubing (Open Cut) (All Sizes)	LF	25	\$48.36	\$1,209.00	
W16	Remove and Reset Water Meter	EA	1	\$1,500.00	\$1,500.00	
Subtotal Base Bid Water Items:					157,299.80	
BASE BID TOTAL:					5,023,933.57	
Additive Alternate No. 1						
Item No.	Description	Unit	Quantity	Unit Price	Extension	Note*
	*** Demolition ***					
201-A	Clearing and Grubbing	LS	1	\$20,000.00	\$20,000.00	
202-B	Removal of Asphalt Pavement, All Depths	SY	880	\$11.56	\$10,172.80	4
202-B	Removal of Concrete Pavement, All Depths	SY	320	\$18.28	\$5,849.60	4
202-B	Removal of Concrete Sidewalk	SY	307	\$11.25	\$3,453.75	4
202-B	Removal of Curb & Gutter, All Types	LF	1,595	\$20.00	\$31,900.00	4
202-B	Removal of Header & Integral Curb, All Types	LF	135	\$20.00	\$2,700.00	4
202-B	Removal of Fence, All Types	LF	186	\$20.00	\$3,720.00	
202-B	Removal of Sign & Post	EA	3	\$200.00	\$600.00	
202-B	Removal of Concrete Inlet and Junction Box, All Types & Sizes	EA	10	\$600.00	\$6,000.00	
202-B	Removal of Pipe, 8" to 36" Dia, All types & Depths	LF	451	\$22.00	\$9,922.00	
907-202-B	Ditch Cleaning, Desnagging & Reshaping	LF	740	\$15.00	\$11,100.00	
	*** Earthwork & Temporary Erosion Control ***					
203-A	Unclassified Excavation, LVM, AH	CY	500	\$20.00	\$10,000.00	
203-EX	Borrow Excavation, AH, LVM, Class B9	CY	900	\$30.00	\$27,000.00	4

203-G	Excess Excavation, LVM, AH	CY	340	\$22.00	\$7,480.00	
211-B	Topsoil for Slope Treatment, Contractor Furnished	CY	306	\$20.00	\$6,120.00	
215-A	Vegetative Materials for Mulch	TON	0.5	\$937.50	\$468.75	
216-A	Solid Sodding	SY	1,225	\$8.13	\$9,959.25	1
219-A	Watering	KGAL	25	\$20.00	\$500.00	
226-A	Temporary Grassing	ACRE	0.3	\$1,875.00	\$562.50	
907-234-A	Temporary Silt Fence	LF	1,170	\$5.50	\$6,435.00	2
237-A	Wattles, 20"	LF	510	\$7.50	\$3,825.00	2
246-A	Sandbags	LF	95	\$18.75	\$1,781.25	2
	*** Non-Roadway Items ***					
907-258-PP	Concrete Steps, Per Plans	EA	1	\$3,523.00	\$3,523.00	
907-258-N	Car Stop, Per Plans	EA	6	\$200.00	\$1,200.00	
	*** Subbase, Base, & Paving ***					
304-F	Size 610 Crushed Stone Base	TON	790	\$83.50	\$65,965.00	4
403-A	9.5mm, ST, Asphalt Pavement	TON	215	\$189.20	\$40,678.00	4
403-A	19mm, ST, Asphalt Pavement	TON	181	\$253.00	\$45,793.00	4
403-B	9.5mm, ST, Asphalt Pavement, Leveling	TON	36	\$189.20	\$6,811.20	4
406-A	Cold Milling of Bituminous Pavement, All Depths	SY	1,871	\$8.25	\$15,435.75	
407-A	Asphalt for Tack Coat	GAL	195	\$4.40	\$858.00	4
	*** Drainage ***					
601-B	Class "B" Structural Concrete, Minor Structures	CY	62	\$2,661.00	\$164,982.00	6
602-A	Reinforcing Steel	LBS	6,970	\$5.00	\$34,850.00	
603-CA	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	608	\$138.60	\$84,268.80	6
603-CA	24" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	636	\$153.02	\$97,320.72	6
604-A	Castings	LBS	1,508	\$4.40	\$6,635.20	
604-B	Gratings	LBS	200	\$4.40	\$880.00	

	*** Fences & Gates ***					
607-B	60" Type I, Chain Link Fence, Class 1 (Incl. Posts, Fabric, Braces, Ties, Etc)	LF	177	\$19.03	\$3,368.31	
	*** Curbing & Gutters, Sidewalks & Driveways ***					
608-A	Concrete Sidewalk, Without Reinforcement	SY	800	\$75.35	\$60,280.00	4
907-608-C	Detectable Warning Panels	SF	201	\$27.50	\$5,527.50	
609-B	Concrete Curb, Header	LF	10	\$40.70	\$407.00	
609-C	Concrete Integral Curb, Type 1	LF	390	\$40.70	\$15,873.00	4
609-D	Combination Concrete Curb and Gutter Type 1 Modified	LF	82	\$30.80	\$2,525.60	4
614-A	Concrete Driveway, Without Reinforcement, 6-inch Thickness	SY	553	\$112.20	\$62,046.60	4
	*** Miscellaneous Roadway***					
613-A	Adjustment of Castings, Gratings & Utility Appurtenances	EA	5	\$1,120.00	\$5,600.00	4,5
618-A	Maintenance of Traffic	LS	1	\$12,500.00	\$12,500.00	3, 4
618-B	Additional Construction Signs	SF	10	\$10.00	\$100.00	
619-D	Remove and Reset Signs, All Sizes	EA	2	\$700.00	\$1,400.00	
620-A	Mobilization	LS	1	\$75,770.00	\$75,770.00	4
	*** Pavement Striping & Marking ***					
626-G	Thermoplastic Detail Stripe, Yellow, 6"	LF	1,850	\$3.03	\$5,605.50	4
626-H	Thermoplastic Legend, White (6" Equiv)	LF	1,214	\$9.35	\$11,350.90	4
626-H	Thermoplastic Legend, White	SF	16	\$82.50	\$1,320.00	
	*** Permanent Traffic Control ***					
630-A	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	SF	32	\$27.50	\$880.00	
630-C	Steel U-Section Posts, 2.5 lb/ft	LF	75	\$6.88	\$516.00	
	*** Survey & Staking ***					

699-A	Roadway Construction Stakes	LS	1	\$15,000.00	\$15,000.00	
Subtotal Add Alt 1 Roadway Items:					1,028,820.98	
	*** Sewer Pipe Items ***					
SS1	8" SDR 26 PVC Sewer Pipe (0'-6') (Open Cut)	LF	90	\$131.32	\$11,818.80	
SS2	8" SDR 26 PVC Sewer Pipe (6'- 8') (Open Cut)	LF	500	\$142.42	\$71,210.00	
SS4	12" SDR 26 PVC Sewer Pipe (16'- 18') (Open Cut)	LF	20	\$503.59	\$10,071.80	
SS7	Removal of Existing Sewer Line	LF	30	\$20.00	\$600.00	
SS8	Abandonment of Existing Sewer Line (All Sizes)	LF	565	\$20.00	\$11,300.00	
SS9	Tracer Wire System for Sewer	LS	1	\$220.00	\$220.00	
	*** Sewer Manhole Items ***					
SS11	48" Precast Concrete Sewer Manhole (6' - 8')	EA	2	\$2,919.00	\$5,838.00	
SS13	48" Precast Concrete Sewer Manhole (16' - 18')	EA	1	\$4,439.00	\$4,439.00	
SS14	Drop Manhole Assembly (All Depths)	EA	1	\$2,537.34	\$2,537.34	
SS15	Demolition and Removal of Existing Manholes (All Types)	EA	3	\$600.00	\$1,800.00	
SS16	Abandonment of Existing Manholes (All Types)	EA	1	\$1,790.00	\$1,790.00	
	*** Sewer Service Items ***					
SS17	4" Sanitary Sewer Service Cleanout	EA	2	\$1,161.74	\$2,323.48	
SS18	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	20	\$58.41	\$1,168.20	
SS19	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	30	\$52.29	\$1,568.70	
SS20	8"x8"x6" PVC Service Tee	EA	2	\$284.56	\$569.12	
SS22	Existing Sewer Service Investigation	EA	1	\$6,000.00	\$6,000.00	
Subtotal Add Alt 1 Sewer Items:					133,254.44	
	*** Water Fire Protection Items ***					

W13	Remove, Relocate & Reset Existing Hydrant w/ Appurtenances (Incl. Valve, Hydrant, Pipe, & other fittings)	EA	2	\$7,095.52	\$14,191.04	
Subtotal Add Alt 1 Water Items:					14,191.04	
ADDITIVE ALTERNATE 1 TOTAL:					1,176,266.46	
BASE BID WITH ADDITIVE ALTERNATE 1 TOTAL:					6,200,200.00	

General Notes:

1. All Grassing Items include fertilizer and ground preparation.
2. Erosion Control Items shall be placed as noted in the plans AND as directed by the Engineer.
3. Temporary Traffic Striping shall be included in Maintenance of Traffic, shall match location of Permanent Striping, and shall be used as directed.
4. Item contains repair quantities for utility construction outside the main roadway reconstruction.
5. For use on existing utility covers which are not included in the water & sewer relocation (per plan sheets).
6. Structure Excavation shall be absorbed (No Separate Pay).



AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

**R & J Construction, Inc.
P.O. Box 6
Laurel, MS 39441**

SURETY:

(Name, legal status and principal place of business)

**U.S. Specialty Insurance Company
13403 Northwest Freeway
Houston, TX 77040-6094**

OWNER:

(Name, legal status and address)

**City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401**

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent (5%) of the Amount Bid-----

PROJECT:

(Name, location or address, and Project number, if any)

**7th, 25th and Grace Avenue Infrastructure Improvements
Hattiesburg, MS**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **29th** day of **August**, 2024

(Witness)

R & J Construction, Inc.

(Contractor as Principal)

(Title)

President

(Seal)

(Witness)

U.S. Specialty Insurance Company

(Surety)

(Title)

Kimberly B. Barhum, Attorney-In-Fact

(Seal)



TOKIO MARINE
HCC

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

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

DAVID R. FORTENBERRY, R. TEB JONES, KIMBERLY B. BARHUM, MARY JONES NORVAL

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Unlimited***** Dollars (***unlimited***). This Power of Attorney shall expire without further action on 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



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

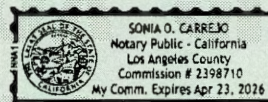
On this 18th day of April 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

(seal)



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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 24th day of August, 2024.

Corporate Seals
Bond No.

N/A

Agency No. 17035



Kio Lo, Assistant Secretary

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:

7TH, 25TH AND GRACE AVENUE INFRASTRUCTURE IMPROVEMENTS 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
Instructions to Bidders
Bid
Bid Bond
Contract Agreement

Notice of Award
Notice to Proceed
Change Order
General Conditions
Supplemental General Conditions

Conditions for Compliance
with 2 C.F.R. § 200 et seq.
Technical Specifications
Drawings

Payment Bond
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 **7TH, 25TH AND GRACE AVENUE**
INFRASTRUCTURE IMPROVEMENTS, 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.

MEASUREMENT AND PAYMENT

Measurement and payment for the following bid items shall be as described and shall include all material equipment, labor and testing to install and make operational a complete sewer system as detailed on the contract drawings and in these specifications.

Measurement and payment (and technical specifications) for all other items shall be in accordance with the Mississippi Standard Specifications for Road & Bridge Construction, 2017 edition or latest edition.

SEWER MAIN (SDR-26), HDPE, OR OTHER

Payment for all sewer mains will be per linear foot for various diameter pipe measured from centerline of manhole to centerline of manhole in relation to the diameter of the pipe and the depth of cut as shown in the individual bid items. The item shall be paid per linear foot.

REMOVAL OF EXISTING SEWER LINE

Payment for removal of existing sewer line shall be as indicated on the construction plans. The item shall include all labor, materials and equipment necessary to complete the item. The item shall be paid per linear foot.

ABANDONMENT OF EXISTING SEWER LINE

Payment for abandonment of existing sewer line shall be as indicated on the construction plans. The item shall include all labor, materials and equipment necessary to complete the item. The item shall be paid per linear foot.

TRACER WIRE SYSTEM FOR WATER/SEWER

Installation requirements for tracer wire shall be as indicated on the construction plans. The item shall include all labor, materials and equipment necessary to provide a complete tracer system for the water and sewer infrastructure with proper grounding and connection points as shown in the plans and specifications. Grounding and hook-up locations shall be absorbed in the price of the tracer wire. The item shall be paid per lump sum.

MANHOLES

Payment for manholes will be per each and depth of manhole in appropriate depth bracket measured from lid of manhole to downstream invert. Depth shall be based on individual bid items.

DEMOLITION AND REMOVAL OF EXISTING MANHOLE

Payment for demolition and removal of existing manhole shall be as indicated on the construction plans. The item shall include the removal of the manhole frame and lid assembly with storage and delivery to City of Hattiesburg, demolition of the remainder of the manhole as indicated on the construction plans removal of the manhole as indicated.

The item shall include all labor, equipment and materials necessary to demolish and remove an existing manhole. Bypass pumping shall be an absorbed portion of this item should it be necessary for the removal. The item shall be paid per each.

ABANDONMENT OF EXISTING MANHOLE

Payment for abandonment of existing manhole shall be as indicated on the construction plans. The item shall include all labor, materials and equipment necessary to complete the item. The item shall be paid per each.

DROP MANHOLE ASSEMBLY

Payment for drop manhole assembly shall include furnishing and installing all hardware required to assemble a drop as detailed in the plans and specifications. Payment shall be per each.

DEMOLITION AND REMOVAL OF EXISTING MANHOLE

Payment for demolition and removal of existing manhole shall be as indicated on the construction plans. The item shall include the removal of the manhole frame and lid assembly with storage and delivery to City of Hattiesburg, demolition of the remainder of the manhole as indicated on the construction plans removal of the manhole as indicated. The item shall include all labor, equipment and materials necessary to demolish and remove an existing manhole. Bypass pumping shall be an absorbed portion of this item should it be necessary for the removal. The item shall be paid per each.

SANITARY SEWER SERVICE CLEANOUT

Payment for sewer cleanout will be per each to include all labor, materials and equipment at the bid size. Price shall reflect each necessary cleanout as determined by the ENGINEER to provide sanitary sewer service to project area.

SANITARY SEWER SERVICE

Payment for sanitary sewer service will be per linear foot for various diameter pipe. Item shall include PVC pipe, fittings, and other items necessary for a functioning service. Item shall include all labor, equipment and materials necessary to install all equipment. The item shall be per linear foot.

SANITARY SEWER SERVICE TEE

Payment for sanitary sewer service tee will be per each at the bid size and type. Price shall include all labor, materials and equipment necessary to install sanitary sewer service tee based on plans and specifications.

DUCTILE IRON, PVC and HDPE WATER SYSTEMS

Payment for item shall include furnishing and installing all pipe, trenching, compaction of required bedding and backfill excavation, disposal of excess excavated material sheeting, shoring, bracing, dewatering, testing, fittings, reducers, flushing the system and related items not specifically covered under other pay items. The contract price shall be

determined by the measured distance of pipe installed and accepted per linear foot.

STEEL CASING

Payment for installation of bored or open cut steel casing shall include furnishing and installing all steel pipe, spacers, end caps, excavating, compaction of backfill, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing and related items not specifically covered under other pay items. Length shall be determined by the measured distance of casing pipe installed and accepted per linear foot.

CONNECTION ITEMS

Payment for connection items shall include installation of reducers, fittings, valve boxes, trenching, excavation, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items as depicted on the construction plans. Pay shall be determined per each.

GATE VALVES

Payment for installation of gate valves shall include furnishing gate valves, valve boxes, trenching, excavating, compaction of backfill, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items as depicted on the construction plans. Pay shall be determined per each.

REMOVE AND REPLACE EXISTING WATER METER

Payment for removal and replacement of existing water meter shall include capping/plugging existing service line and removal of the hydrant, piping, trenching, excavating, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing, related items not specifically covered under other pay items and relocation of the existing water meter as directed by the engineer. Item shall be paid per each.

REMOVE AND REPLACE EXISTING FIRE HYDRANT

Payment for removal and replacement of existing fire hydrant shall include capping/plugging existing service line and removal of the hydrant, piping, trenching, excavating, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing, related items not specifically covered under other pay items and relocation of the existing fire hydrant as directed by the engineer. Item shall be paid per each.

FIRE HYDRANT WITH APPURTENANCES

Payment for installation of fire hydrant with appurtenance shall include furnishing fire hydrant, gate valve, valve box, piping, trenching, excavating, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items. Pay

shall be determined per each to include fire hydrant, tees, gate valve, valve box, pipe and other miscellaneous items as required to provide an operational hydrant. Pay shall be determined per each.

SERVICE TAP

Payment for service tap shall include all fittings, tubing, tapping saddle, corporation stop, materials, labor and equipment to provide a new water service. Item shall be paid per each.

SERVICE TUBING

Payment for installation of service tubing shall include furnishing and installing service tubing as directed by the ENGINEER. Item shall include all boring, trenching, excavating, compaction of backfill, disposal of excess excavated material etc. to install service tubing as directed. Payment shall be per linear foot measured from each connection point.

DITCH CLEANING, DE-SNAGGING AND RESHAPING

Payment for ditch cleaning, de-snagging and reshaping shall include all labor, materials and equipment necessary to construct a ditch cross section and alignment as shown in the plans and specifications. Payment shall include off site removal of all items removed during the construction process. Payment shall be per linear foot of ditch constructed.

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.

SANITARY SEWER SYSTEMS

1. GENERAL

This item shall consist of furnishing all of the necessary materials, supervision, labor, tools, equipment and incidentals, and the installation of various types and sizes of sewer pipe and related items in accordance with the Contract Drawings and Specifications, as stated in the Proposal.

2. APPLICABLE PUBLICATIONS

The following publications form a part of this Specifications and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

A 139/139M Electric-Fusion (Arc) Welded Steel Pipe (HPS 4 inch and over).

A 252 Welded and Seamless Steel Pipe Piles.

C 31/C 31M Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field.

C 33 Specifications for Concrete Aggregate

C 39/C 39M Compressive Strength of Cylindrical Concrete Specimens.

D 1248 Polyethylene Plastics Extrusion Materials for Wire and Cable

D 1784 Rigid Poly(Vinyl Chloride)(PVC) Compounds and Chlorinated Poly (Vinyl Chloride)(CPVC) Compounds.

D 2412 Determination of External Loading Characteristics of Plastic Pipe by Parallel Plate Loading.

D 2922 Density of Soil and Soil Aggregate in place by Nuclear Methods (Shallow Depths).

D 3034 Specifications for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.

D 3212 Joints for Drain and Sewer Plastic Pipes using Flexible Elastomeric Seals.

F 477 Specifications for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.

F 794 Poly (Vinyl Chloride)(PVC) Profile Gravity Sewer Pipe and Fittings Based on Controlled Inside Diameter.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

A21.10 Ductile Iron Fittings, 3 inch through 48 inch for Water and other Liquids.

A21.11 Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings.

A21.50 Ductile Iron Pipe, Design Requirements

A21.51 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-lined Molds, for Water or other Liquids.

AMERICAN WATER WORKS ASSOCIATION (AWWA)

C 104 Cement-Mortar Lining for Ductile Iron Pipe and Fittings for Water and Other Liquids.

C 106 Cast Iron Pipe Centrifugally Cast in Metal Molds, for water and other Liquids.

C 110 Ductile Iron Fittings, 3 inch through 48 inch, for Water and Other Liquids.

C 111 Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings.

C 151 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or other Liquids.

AMERICAN ASSOCIATION OF STATE HIGHWAY & TRANSPORTATION OFFICIALS (AASHTO)

T-88 Particle Size Analysis of Soils.

T-89 Determining the Liquid Limit of Soils.

T-90 Determining the Plastic Limit and Plasticity Index of Soils.

T-99 Moisture Density Relations of Soils Using a 5.5 lb. Rammer and 12 inch Drop.

T-191 Density of Soil In-Place by the Sand-Cone Method.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Standard Specifications for Road and Bridge Construction Current Edition.

3. SUBMITTALS

The following submittals shall be required for the respective materials used in the work. All submittals shall be submitted through the Contractor to the Engineer and bear on the submittal a certification from the Contractor the submittal is in conformance with the specifications.

- 3.1. DUCTILE IRON PIPE:** The following submittals shall be required for ductile iron pipe systems utilized on the project. The Contractor shall furnish manufacturer's certificates certifying that the pipe and fittings conform to the requirements as specified hereinafter under Article 4.0, Materials. In addition, the submittals shall include the following:

3.1.1. Joints: The following shall be required for ductile iron joints.

3.1.1.1. Drawings or Manufacturer's Catalogue data indicating dimensions and tolerance.

3.1.1.2. Gaskets shall be tested in accordance with the respective standards as indicated in ANSI 21.11 and results shall be included in the submittals. Test shall be for similar materials on the gaskets and be not more than one year old.

3.1.1.3. Mechanical Joints: Should the Contractor elect to use mechanical joints in lieu of push-on joints, manufacturer's data shall be submitted in accordance with the "Special Requirements for the Mechanical Joint" as stated in ANSI 21.11 (AWWA C 111).

3.1.2. Ductile Iron Pipe Submittal Shall Include the Results of:

3.1.2.1. Tension Test

3.1.2.2. Impact Test

3.1.2.3. Low Temperature Impact Test

Sampling procedure shall be as indicated in ANSI 21.51.

- 3.2. PVC PIPE:** The Contractor shall submit manufacturer's certificate which certifies the pipe and fittings conform to the requirements as specified hereinafter under Article 4.0, Materials. In addition, the Contractor shall submit the following:

3.2.1. PVC Piping: PVC Pipe shall be sampled, tested, and inspected in accordance with the provisions of ASTM D3034. Copies of test results shall be attached. Test results shall be similar material and not be more than one year old from the date of material delivery.

3.2.2. Joints: The following submittals shall be required for PVC joints.

3.2.2.1. Certificate with test results for joints for compliance to ASTM D 3212. Gaskets shall conform to ASTM F 477. Test results shall be for similar material and not be more than one year old.

4. MATERIALS

4.1. GRAVITY SEWER PIPE: Where the type of gravity sewer piping is not indicated on the plans, the Contractor shall furnish polyvinyl chloride (PVC) pipe and shall be green in color.

The Contractor shall be restricted to furnishing the exact type of pipe material where indicated on the Contract Drawings.

The Contractor shall be limited to the use of only one type of pipe (so selected by the Contractor and indicated on the Proposal Form) and shall not change the type of gravity sewer pipe except as follows:

1. Where indicated on the plans, or
2. If permitted in writing by the Engineer.

4.1.1. Ductile Iron Pipe: Ductile iron shall be designed in accordance with the latest revision of ANSI/AWWA C150/A21.50 for a minimum 50psi.

Ductile Iron Pipe shall be manufactured in accordance with the latest revision of ANSI/AWWA C151/A21.51. Each pipe shall be subjected to a hydrostatic pressure test of at least 500 psi at the point of manufacture.

Pipe shall be standard asphaltic coating on the exterior. Pipe shall also have 40 mils of Protecto 401 Ceramic Epoxy on the interior.

The class or nominal thickness, net weight without lining, and casting period shall be clearly marked on each length of pipe. Additionally, the manufacturer's mark, country where cast, year in which the pipe was produced, and the letters "DI" or "Ductile" shall be cast or stamped on the pipe.

All pipe shall be furnished with Push-On Type Joints, such as Tyton or Fastite. Joints shall

be in accordance with ANSI/AWWA C111/A21.11, of latest revision, and be furnished complete with all necessary accessories.

Fittings shall be ductile iron. Fittings shall conform to the latest revision of either ANSI/AWWA C600.

4.1.2. PVC Pipe: PVC gravity sewer pipe and fittings shall conform to the requirements of ASTM D 3034 with an SDR of 26 and a minimum stiffness of 46 lb./in. - in and 115 lb./in. - in, respectively. Joints for sewer pipe shall be either push-up or mechanical conforming to the requirements of ASTM 3212. Gaskets for sewer pipe shall conform to the requirements of ASTM F 477.

Approved adaptors shall be used for making connections between PVC pipe and concrete manholes. Pipe connections to new manholes shall be made using a flexible synthetic rubber boot mechanically clamped to the manhole and to the pipe to provide a watertight seal.

4.1.3. Service Laterals: Service laterals for local services shall consist of fittings, pipe lengths, and connections of 6 inch or 4 inch pipe. The fittings, pipe lengths and plugs shall be of the same material as the run pipe unless otherwise indicated on the Contract Drawings. The modified sewer tees shall be an integral part of the run pipe. The remainder of the branch shall consist of standard fittings (elbows, reducers, and lengths of pipe) in accordance with the manufacturer's standard products and as specified. Pipe lengths and joint connections shall meet the specified requirements for the type materials used.

4.2. Casing Pipe: Steel pipe utilized as casing at locations shown on the Contract Drawings shall be new round piling pipe conforming to the requirements of ASTM A 252 or A 139. Casing diameter shall be adequate to allow pushing of the specified diameter of sewer pipe or force main and make proper connections at the ends. Minimum Wall Thickness for steel casing is 0.25 inch. (Hwy) and 0.28 inch (RR). Contractor shall verify the I.D. of the casing pipe is adequate for the carrier pipe prior to installation.

4.3. Wash Gravel Bedding Material: Select Granular material for pipe bedding shall be coarse concrete aggregate. The coarse concrete aggregate shall conform to the gradation sizing Number 467 specified in Table 2 of ASTM Standard Specification C-33. (See Following Table:)

SIZE NO. 467

<u>Nominal Size</u> <u>(Sieves w/Square Openings)</u>	<u>Percent Passing by Weight</u>
2"	100
1 - 1/2"	95 - 100
3/4"	35 - 70
3/8"	10 - 30
No. 4	0 - 5

4.4. Stabilization Material: Stabilization Material shall be a pit run mixture of sand and gravel. The sand shall be hard, sharp and durable particles. All gravel shall pass a 1 - 1/2" sieve.

4.5. Clay Gravel Material: Clay Gravel Material shall meet MDOT Specifications, Class 6, Group C.

4.6. Concrete: Concrete shall be in accordance with the requirements of Mississippi Standard Specifications for Road and Bridge Construction, 2017, or latest, edition – Section 601.

4.7. Select Fill Material: General: The select material shall be composed of a natural or artificial mixture of sand, silt, clay or soil binder or other material of satisfactory cementing value. The sand shall be hard, sharp, and durable particles, preferably siliceous. The binder shall be a grade of clay or other material having satisfactory cementing qualities and shall be homogenous in character, free from vegetable matter, clay balls or other deleterious substances that cannot be classed as serviceable base material. Material shall meet the Standard Specifications for Road and Bridge Construction, Latest Edition for Class 9 Group C and modified to consist of a P.I of between 5 and 15.

4.8. Backfill: All other backfill shall consist of excavated material removed from the trench unless otherwise directed by the Engineer. CONTRACTOR shall separate poor and acceptable material during excavation. Failure to separate material shall require CONTRACTOR to furnish acceptable backfill at no additional cost to the project. Unacceptable material shall be disposed of off-site at the Contractor's expense.

5. CONSTRUCTION:

5.1. Earthwork:

5.1.1. Site Preparation: Topsoil shall be stripped and stockpiled in accordance with Technical Specifications - Restoration of Roads, Driveways, Fences, Lawns, and other Grassed Areas.

All vegetation such as brush, heavy sod, heavy growth of grass, decayed vegetative matter, rubbish and any other unsuitable material within the area of trenching shall be stripped or otherwise removed before the trenching is started, and in no case shall such objectionable material be allowed in the trench.

Stripping operation shall be to a depth of not less than 6 inches in all cases.

Where possible, Contractor shall remove turf in sections, keep damp, and replace upon completion of backfilling.

5.1.2. Asphalt or Concrete Removal: Before trenching operations begin, the existing asphalt or concrete pavement shall be scored or cut to a proper depth to give a straight vertical edge when removed. The asphalt or concrete shall be disposed of offsite by the Contractor at his expense. While removing the asphalt or concrete in the trench line, never shall the adjacent asphalt be raised or pulled from its base.

5.1.3. Trenching: The Contractor shall determine all requirements for trench dimensions, alignment, and grades. The trench shall be excavated in conformance with all federal, state and local regulations for the protection of the workmen. Shoring, sheeting and/or a moveable form shall be used as required to provide earth stability during the laying operations.

The final excavation of the trench for the pipe installation shall be as indicated on the Plans. Minor variations in horizontal (within the permanent easement) or vertical alignment during construction shall be made during construction (with the Engineer's approval) to facilitate ease of installation and operation (due to potential conflicts; i.e., utility conflict) at no additional cost to the Owner except for additional piping, if any. The trench from the top of the pipe down to the bottom of the bedding shall be of a consistent width as indicated on the plans. Should the excavated width of the trench be larger than the design width, the Engineer may direct that a higher type or class of bedding be used; or other adjustments be made to increase the load carrying capacity of the pipe. In the event trench width is wider than allowed on the plans, Contractor shall absorb the cost of additional wash gravel bedding based on neat line quantity calculations.

The Contractor shall not excavate more trench in advance of pipe laying than is necessary to perform the work efficiently. No more than 100 feet of open trench shall be

allowed unless approved by the Engineer.

Excavated material shall be placed in a manner that will not obstruct sidewalks, driveways, or other structures. Excavated material shall not be placed so as to surcharge the walls and jeopardize trench stability.

If adequate area is not available on the construction site, the Contractor will be required to stockpile material off site. Owner shall not bear any additional expense.

Ledge Rock, boulders and large stones shall be removed to provide a minimum clearance of 4 inches (10 cm) below and on each side of all pipes.

It is the intention of these specification that there shall be a minimum interruption to traffic and all traffic control shall be in accordance with the MUTCD.

5.1.4. Disposal: The Contractor shall satisfactorily dispose of all excess earth from excavations either in approved (by the Engineer) areas within the construction limits or away from the project in disposal sites obtained by the Contractor.

The Contractor will be permitted to mound excess earth over the trench to a maximum depth of 12 inches above the original ground surface or finished grade where the trench is located in unimproved property. Wasting of excess excavated material will not be permitted within any road ROW. All material within the construction limits shall be placed so that natural drainage is maintained and the surface shall be graded to a smooth and uniform appearance. The disposal of waste and excess excavating materials, including hauling, handling, grading, and surfacing shall be subsidiary obligation of the contractor and no separate payment will be made. Therefore, the cost of such work shall be included in the Contract Unit Price for installation of sewer pipe.

5.1.5. Dewatering: The site shall be kept free of surface water at all times. The Contractor shall install drainage ditches and dikes and shall perform all pumping and other work necessary to divert or remove rainfall and other accumulations of surface water from the excavations. The diversion and removal of surface water shall be performed in a manner that will prevent the accumulation of water behind temporary structures or at any other locations within the construction area where it may be detrimental. The Contractor shall provide, install, and operate sufficient trenches, sumps, pumps, hoses, piping, well points, deep wells, etc., necessary to depress and maintain the ground water level at least one foot below the base of the excavation during all stages of construction operations. The ground water table shall be lowered in advance of excavation and maintained a minimum of one foot below the lowest excavation subgrade made until the structure has sufficient strength and weight to withstand horizontal and vertical soil and water pressures.

Where groundwater is encountered, the Contractor shall make the effort necessary to secure a dry trench bottom before laying pipe. In sandy and in other suitable type soils, dewatering shall be done by well pointing. If, in the opinion of the Engineer, the Contractor has failed to obtain an absolutely dry trench bottom by insufficient use of all known methods of trench dewatering, the Engineer may order the Contractor to excavate below grade and place not less than 6 inches of graded crushed stone fill material over the trench bottom to form trench drains to suitably located sumps and to remove the water by bailing or pumping. The graded crushed stone fill material shall be placed at the Contractor's own expense and shall be of such depth that there shall be not water in bell holes at the time of coupling pipe. All costs of equipment, labor, and materials required for dewatering shall be included in the pipe laying operation.

- 5.1.6. Bedding: The Contractor shall satisfactorily shape the trench area (to specified line, grade and cross section) to receive bedding material. The bottom of the trench shall be undisturbed soil. Should the Contractor over excavate the trench without direction from the Engineer, the trench shall be brought up to grade with wash gravel bedding and compacted to at least 90% of maximum laboratory density as measured by AASHTO T 99. Such additional work and materials for over excavation, without direction of the Engineer, shall be at the expense of the Contractor.

Holes for the bells shall be provided at each joint in the subgrade or in the granular fill bedding material as required. The holes shall be no larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on the material. The Contractor shall install the proper bedding for the respective type of pipe and depth of installation as shown in the details and schedules on the plans. When depths vary in a particular manhole run, the Contractor shall change bedding systems in accordance with the depth installation requirements.

- 5.1.6.1. Stabilization Materials: When the subgrade is found to be unstable or to include ashes, refuse, organic material, or other unsuitable material, the Engineer may direct that the subgrade be over excavated to remove such material. The depths of over excavation shall be as directed by the Engineer. Stabilization material shall be placed into the over excavated area of the trench and shall be paid for in accordance with these specifications. Stabilization shall be compacted to at least 90% of maximum laboratory density in six inch lifts.

- 5.1.6.2. Bedding Materials: As detailed in the plans, bedding material shall be placed to the specified depth below the pipe and tamped to a minimum of 90% of maximum laboratory density as determined in accordance with AASHTO T 99. Following placement of pipe, additional bedding material shall be placed and consolidated under the haunches of the pipe. Special tools shall be required to work the material into place and leave no voids

beneath the pipe. The bedding material shall be tamped along the spring line (or along the top of the bedding material as indicated) of the pipe to sufficiently compact the material insofar as practical.

The Engineer may direct additional moisture be added to the bedding material to aid in the compaction effort. Mechanical tampers may be employed to aid the process. Depending on the particular bedding required, additional bedding shall be added and tamped to a minimum of 90% of maximum laboratory density, with AASHTO T-99.

5.1.6.3. Select Backfill: Select backfill shall be placed in 6 inch lifts and tamped to a minimum laboratory density with AASHTO T-99. Overall depth of the select backfill shall be as directed by the Engineer.

5.1.6.4. Normal Condition Bedding: Under normal conditions the trench bottom shall be undisturbed earth shaped to the specified line, grade, and cross section with proper bell holes at each joint to ensure that pipe barrel lies flat on trench bottom. The bedding material will be selected native materials excavated from the trench and placed in two lifts. The first lift being placed up to the spring line of the pipe and extending out to the trench walls and hand tamped to a minimum of 90% of maximum laboratory density. Special care shall be used in placing and tamping bedding to insure no voids under the haunches of the pipe. The second lift shall extend to approximately 6" above pipe (Material permitting) and hand tamped to 90% density. All material for bedding when thermoplastic pipe, or other applicable flexible pipe, is used for gravity sewer the requirements of ASTM D2321 must be met.

5.1.6.5. Backfilling: Upon completion of placement of select material the excavated materials shall be immediately placed back into the trench. Specific requirements are:

5.1.6.5.1. Backfill requirements for road crossings, parking lots, driveways, and sidewalks shall be in accordance with Technical Specifications – RESTORATION OF ROADS, DRIVEWAYS, FENCES, LAWNS, AND OTHER GRASSED AREAS.

5.1.6.5.2. Backfill requirements for unimproved areas (pastures, wooded areas) shall consist of placement and shaping of the soil in such a manner as to allow maximum natural consolidation. No compaction of the general backfill in the unimproved areas will be required, except that caused by conventional shaping equipment.

5.1.6.5.3. No debris shall be used as backfill which has a volume in excess of one-half of one cubic foot or a weight excess of 75 pounds.

5.1.6.6. Sheeting Removal: Wooden sheeting or other thick sheeting or shoring members which have been driven or otherwise placed along the trench walls to an elevation below the spring line of the pipe shall be cut off at the spring line or higher and left in place.

5.1.6.7. Grading and Grassing: Final grading and grassing shall be in accordance with Technical Specifications - RESTORATION OR ROADS, DRIVEWAYS, FENCES, LAWNS, AND OTHER GRASSED AREAS.

5.2. PIPE HANDLING AND STORAGE: Pipe shall be handled, staked, and stored in accordance with manufacturer's printed literature. The Contractor shall provide security as required to prevent damage by vandals. PVC pipe shall be shaded from sunlight for extended lengths of time. Pipe damaged during storage and handling shall be rejected.

5.3. PIPE LAYING: Pipe laying shall proceed upgrade with the spigot ends of the bell-and-spigot pipe and tongue ends of the tongue and groove pipe jointing in the direction of flow. Each pipe shall be laid true to line and grade and in such a manner as to form a close concentric joint with the adjoining pipe and to prevent sudden offsets of the flow line. As the work progresses, the interior of the sewer shall be cleared of all dirt and superfluous materials of every description. Where cleaning after laying is difficult because of small pipe size, a suitable swab or drag shall be kept in the pipe and pulled forward past each joint immediately after the jointing has been completed. Trenches shall be kept free of water and pipe shall not be laid when the condition of the trench or the weather is unsuitable for such work. At times when work is not in progress, open ends of pipe and fittings shall be securely and satisfactorily closed so that no trench water, earth, or other substance will enter the pipe or fittings.

Pipe laying shall be performed in such a manner that no foreign material enters the pipe. The Engineer may require that before lowering pipe, heavy canvas bags be placed over each end, and left in place until joints are ready to be made. If water is in the trench, the seals shall remain in place until the trench is pumped completely dry. If conditions are unsuitable, no pipe shall be laid until satisfactory laying conditions are obtained in accordance with the above specified requirements.

The Contractor shall utilize a commercial grade laser beam specifically manufactured to aid in maintaining grade and alignment of pipelines during installation. The primary unit shall be mounted on a heavy duty base and firmly anchored in the downstream manhole of the reach under construction. The maximum distance shall not exceed four hundred feet (400') per set-up without the approval of the Engineer.

Each joint of pipe shall be installed using an approved target to align the pipe with the projected laser beam. The methods and procedures shall be in strict accordance with

the manufacturer's recommendations and instructions. Proper ventilation shall be maintained at all times. Care shall be exercised in order to prevent bumping or misalignment of the projected beam. Sewer lines shall be laid such that the installed variation of invert elevations when compared with the construction plans does not exceed 0.05 feet. Sewer lines in which said variation exceeds 0.05 feet may be rejected. Sewer pipe shall be visually inspected for alignment by lamping, televising or by other appropriate means to determine alignment.

Whenever a movable steel box is used in place of sheeting, the Contractor shall take care to prevent the pipe from moving when the steel box is moved.

5.4. PIPE JOINTING: Piping shall be jointed in accordance with the manufacturer's printed recommendations. Gaskets shall be firmly set within the bells and grooves as required. The manufacturer's recommended lubricant or an approved equal shall be applied for slip type joints.

5.4.1. PVC Pipe Joint Construction: The bell and spigot ends of PVC sewer pipe shall be cleaned of all foreign material that could interfere with proper assembly of the joints. The spigot ends shall be cleaned one inch (1") beyond the joint assembly reference mark.

The spigot end of the pipe shall be thoroughly lubricated in accordance with the manufacturer's recommendations. The coating should be the equivalent of a brush coat of enamel paint and maybe applied by hand, cloth, pad sponge or glove.

The lubricated spigot end shall be inserted into the bell keeping the pipe length in proper alignment. The bell shall be braced while the spigot end is pushed in under the rubber ring, so that previously competed joints in the line will not be closed up. The spigot end shall be pushed into the bell until the reference mark is flush with the end of the bell. Pipe shall be pushed by use of a bar or other means approved by the Engineer. Hydraulic excavators, backhoes, or other machinery shall not be used to push slip-joint pipe together.

Generally, the installation and jointing of PVC Pipe shall conform to the requirement so the latest edition of ASTM D-2321, "Underground Installation of Flexible Thermoplastic Sewer Pipe".

Any pipe cuts shall be of neat line. Pipe shall have bevel edges according to the manufacturer's recommendations.

5.4.2. Ductile Iron Pipe Joint Construction: The installation and jointing of ductile iron pipe and shall generally conform to the applicable provisions of AWWA Standard Specifications C-600 for pipe laying.

Where mechanical joint pipe is used, the surfaces which come in contact with the

gasket shall be thoroughly brushed with a wire brush just prior to assembly. The gasket should be brushed with soapy water prior to installation to remove loose dirt and to lubricate gasket as it is forced into its retaining space.

When tightening bolts, it is essential that the gland be brought up toward the pipe flange evenly. The bolts should be partially tightened; the bottom bolt first; then the top; next the bolts on either side; and last, the remaining bolts. Overstressing of bolts to compensate for poor installation will not be permitted. Bolt torque shall be in accordance with manufacturer's specifications.

All joints of whatever type shall be completely water tight after being subjected to the required tests.

5.4.3. Jointing Dissimilar Pipes: Suitable adaptor couplings are required for connecting dissimilar pipes. The couplings shall be approved by the Engineer before installation.

5.5. STREAM CROSSING: Ductile iron pipe Class 50 shall be used as shown on the Drawings. Granular fill, concrete, and concrete collars shall be placed or constructed as shown on the contract drawings.

5.6. SERVICE LATERALS (LINES): Modified sewer tees shall be installed on the run pipe at the appropriate field locations. Service lines of the sizes specified shall be laid to a uniform grade so that the customer being served can be tied-in using good construction practices. All tamping and backfilling operations shall be performed the same as on main line pipe. Removable plugs shall be securely installed in pipe ends and a 2" x 2" treated post extending 12" above the ground line shall mark the pipe end location if the lateral is not connected to an existing sewer. For service laterals in which a connection to an existing service is required, the Contractor shall make the connection. Contractor shall verify the location of all service laterals within the project area prior to construction.

5.7. BORINGS: Borings shall be accomplished in accordance with Mississippi Standard Specifications for Road and Bridge Construction or Railway Standards. The contractor shall provide all necessary sheeting, bracing, cribbing, supports and appurtenances to insure the proper line and grade throughout the entire length of the crossing.

5.7.1. Casing Pipe: Casing Pipe shall be installed as indicated on the Contract Drawings. Joints shall be completely welded to provide structural integrity and shall be water tight.

5.7.2. Carrier Pipe: Carrier pipe may be any of the allowed options of piping.

However, the piping and joints shall be capable of withstanding the stress exerted by pushing the pipe within the casing.

5.7.3. Carrier Pipe Supports: Supports for the carrier pipe shall be as recommended by the manufacturer for such installation. Supports shall be spaced to adequately support the piping under surcharged sewage conditions.

5.7.4. Casing Seal: The annulus between the casing and carrier pipe shall be sealed at each end with a quick setting grout.

5.8. RELATION TO WATER MAINS:

5.8.1. Water mains shall be laid at least 10 feet horizontally and 18 inches vertically from any sanitary sewer or manhole. The bottom of the water line shall be a minimum of 18 inches from the top of the sewer line.

5.9. CONTINUATION OF SERVICE

The existing wastewater system shall remain in operation during the duration of the project until such time it is no longer needed. Should removal of facilities from operation become necessary, a plan which will avoid or minimize pollution effects on any receiving stream and provide alternate service for wastewater facilities shall be reviewed and approved in advance by the Mississippi Department of Environmental Quality and shall be adhered to during construction.

Where shown on the plans or directed by the Engineer, new sewers shall be connected to existing sewers either by constructing a manhole over an existing line (doghouse) or by coring through the wall of an existing manhole.

6. TESTING

6.1. Ductile Iron Pipe:

6.1.1. Field Inspection: The Engineer shall perform visual inspection of the material prior to placement by the Contractor. The Engineer may make non-destructive tests to determine the soundness of the pipe. The Contractor shall assist the Engineer in handling and moving the pipe as required.

5.6.2. Material Test: Material test shall be conducted during the manufacturing process and the results shall be included as part of the submittals. No other material test shall be required.

6.2. PVC PIPING: Material test shall be conducted during the manufacturing process

and the results shall be included as part of the submittal. No other material test shall be required.

6.3.STEEL CASING PIPE: Material test shall be included as part the submittal. No other material test shall be required.

6.4.BEDDING MATERIAL AND STABILIZATION MATERIAL: Test for gradation and test for material passing the No. 40 sieve shall be as follows:

Gradation	- AASHTO T 88
Liquid Limit	- AASHTO T 89
Plasticity Index	- AASHTO T 90

One set of each test listed above will be required for every 500 cubic yards or major function thereof.

6.5.COMPACTION TESTS: Compaction tests shall be performed in accordance with AASHTO T191 and ASTM D 2922. Maximum compaction shall be determined in accordance with AASHTO T99.

CONTRACTOR shall establish a compaction method or pattern which results in the proper density for the material utilized in the backfill operation. CONTRACTOR shall verify the compaction method by testing each lift for density in the first run of pipe to be laid. Upon satisfactory performance and approval of the ENGINEER the established compaction method shall be used for compaction of each lift of similar material.

The CONTRACTOR shall provide additional density testing to verify the compaction effort; twice in random locations as selected by the ENGINEER every 1,500 linear feet of pipe, if there is a change in material, or if in the sole opinion of the ENGINEER the compaction effort is not yielding the proper results.

(Number of Compaction Tests)

AASHTO T-99	
AASHTO T-191 or	
ASTM D 2922	
Select Backfill Material OR	
Stabilization Material	1
One per 100 CY	
Bedding Material	2
One per 600 LF	
Tamped Backfill	2
One per 600 LF	

6.6.INFILTRATION/EXFILTRATION/LAMP TEST: The Contractor shall provide all plugs, water supply, measuring devices, and all other equipment, material, labor and supervision to measure the infiltration and exfiltration tests as specified below. The Contractor shall perform the test in the presence of the Engineer. All gravity sewer pipe shall be tested in accordance with the following applicable requirements.

6.6.1. Infiltration Test: The infiltration test shall be conducted between adjacent manholes. The outlet pipe on the downstream manhole shall be plugged and tested for water tightness to the satisfaction of the Engineer. The accumulated depth of water in the downstream manhole shall be read at 12 hour intervals for two (2) days and the infiltration rate calculated from the data obtained. Any section exceeding an infiltration rate of 200 gallons/day/inch diameter/mile shall be relayed at the Contractor's expense. This means that the Contractor shall locate and repair leaks as necessary to pass the infiltration test. Infiltration test shall be utilized only when ground water is above pipe.

6.6.2. Low Pressure Air Test: Air test shall be conducted in strict accordance with the manufacturer's instructions, including all recommended safety precautions. Equipment used for air testing shall be specifically designed for such and include a monitoring gauge with 0 to 5 psi with a minimum division of 0.1 psi and an accuracy of no less than 0.05 psi.

6.6.2.1. Air testing shall be conducted for completed gravity sewer mains.

6.6.2.2. After an internal pressure of 4.0 psi is obtained, allow at least 2 minutes for pressure to stabilize, adding only the amount of air necessary to maintain pressure. After stabilization period, adjust the pressure to 3.5 psi and valve off air supply.

6.6.2.3. Determine the minimum pressure holding time allowed for pressure to drop from 3.5 psi to 3.0 psi as shown on the table below.

**Minimum Holding Time for Low Pressure Air
Test**

Nominal Pipe Size (inches)	Time per 100 ft.
6	42 sec.
8	1 min. - 12 sec.
10	1 min. - 30 sec.

12	1 min. - 48 sec.
15	2 min. - 6 sec.
18	2 min. - 24 sec.
21	3 min.
24	3 min. - 36 sec.
27	4 min. - 12 sec.
30	4 min. - 48 sec.
33	5 min. - 24 sec.
36	6 min.

6.6.3. Visual Test: Gravity sewer lines will be lamped and shall show a true line between manholes without defects in conditions, grade, or alignment. Any defective lines shall be subject to a closed-circuit television inspection performed at the Contractor's expense.

6.7. DEFLECTION TESTS: 100% of the PVC gravity sewer mains shall be tested 30 days after the final backfill has been in place by the following method:

Use a "Go-, no-go" mandrel which is sized to such dimensions that it will not "go" when encountering a deflection greater than 5%. The instructions for its use are as follows:

- 6.7.1. Completely flush the line making sure the pipe is clean of any mud or debris that would hinder the passage of the mandrel.
- 6.7.2. During the final flushing of the line, attach a floating block or ball to the end of the mandrel, pull rope and float the rope through the line. (A nylon ski rope is recommended)
- 6.7.3. After the rope is threaded through the line, connect the pull rope to the mandrel and place the mandrel in the entrance of the pipe.
- 6.7.4. Connect a retrieval rope to the back of the mandrel to pull it back if necessary.
- 6.7.5. By hand, remove all the slack in the pull rope and place a tape marker on the top at the end of the pipe where the mandrel will exit, determining the location of the mandrel in the line.
- 6.7.6. By hand, draw mandrel through the sewer lines. If any irregularities or obstructions are encountered in the line, they shall be corrected by the

Contractor.

6.7.7. If a section with excessive deflection is found, locate it; dig down and uncover the pipe; if any damaged pipe is found, replace it; if pipe is not damaged, realign and thoroughly tamp haunching and initial backfill; replace remainder of backfill.

6.7.8. Re-test this section for deflection after 30 days from initial testing.

6.8.FORCE MAINS: All force mains shall be PVC Fluid-Tite Intergral Bell plastic pipe for sewer and shall meet the requirements of 160 PSI, SDR 26 pressure pipe, and shall meet the standard specifications as outlined in ANSI/ASTM D 2241-78. All sections shall be tested under a hydrostatic pressure of 100 pounds per square inch and shall not show leakage exceeding 10 gallons per inch of diameter per mile of pipe per 24 hours when so tested.

All fittings to be mechanical joint cast or ductile iron. A green metallic tape with the word "SEWER" printed in bold letters and at a maximum of 3 feet spacing on the tape shall be secured to the top side of the force main.

MANHOLES

1. GENERAL:

This item shall consist of furnishing all materials, labor, supervision, tools, equipment and incidentals for the construction of standard manholes, in accordance with the Contract Drawings and Specifications. Included in the work are structural excavation, backfill, and disposal of excess material.

2. APPLICABLE DOCUMENTS:

The following publications form a part of this specification and were referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work.

American Society for Testing and Materials (ASTM)

A 48	Gray Iron Casting
C 39	Test for Compressive Strength of Cylindrical Concrete Specimens
C 443	Joints for Circular Concrete Sewer and Culvert Pipe Using Rubber Gaskets
C 478	Precast Reinforced Concrete Manhole Sections
C 497	Standard Methods of Testing Concrete Pipe
C 2922	Density of Soil and Soil Aggregate in Place by the Nuclear Method (Shallow Depths)

American Association of State Highway and Transportation Officials (AASHTO):

T-99	Moisture Density Relations of Soils Using a 5.5 lb. Rammer and 12-Inch Drop.
T-191	Density of Soil In-Place by the Sand-Cone Method.

3. SUBMITTALS

The following tests or data shall be submitted to the Engineer from the Contractor for approval prior to incorporation into the work:

- 3.1. Certificates: The Contractor shall furnish certificates from supplier certifying the products conform to the required specifications included herein for the following items:
- 3.1.1. Flexible Plastic Gaskets
 - 3.1.2. Precast Manhole Bases
 - 3.1.3. Precast Manhole Riser Sections

- 3.1.4. Manhole Steps
- 3.1.5. Manhole Frames and Covers (ASTM A 48)
- 3.1.6. Manhole Cover Neoprene Gasket
- 3.1.7. Epoxy Grout

3.2. Catalogue Cuts or Brochures: The Contractor shall also submit catalogue cuts or product brochures providing descriptive data, recommended application and use, and installation procedure for the following items:

- 3.2.1. Manhole Frames, Covers & Neoprene Gaskets
- 3.2.2. Epoxy Grout
- 3.2.3. Manhole Steps

4. MATERIALS

4.1. Manhole Riser Sections: Manhole riser sections shall be precast reinforced sections conforming to ASTM C 478 and as shown on the Contract Drawings.

4.2. Joints: Joints for precast riser sections shall be concrete pipe type flexible plastic gaskets. Joint material shall be performed conforming the requirements of AASHTO M-198. Installation shall be in accordance with manufacturer's recommendations.

4.3. Concrete Manhole Bases: Concrete manhole bases shall be precast or cast-in-place as follows:

4.3.1. Cast-In-Place Manhole Bases and Box Type Bases (if used): Concrete and reinforcing steel shall conform to the requirements of Mississippi Standard Specifications for Road and Bridge Construction, 2017, or latest, edition – Section 604.

4.3.2. Precast Concrete Bases: Precast concrete bases shall conform to the requirements of ASTM 478 with reinforcing steel (size and spacing as indicated on the plans).

4.4. Manhole Steps: Manhole steps shall be plastic coated corrosion resistant and shall be installed as shown on the Contract Drawings.

4.5. Cement Grout: Cement grout shall be high strength, non-metallic conforming to Corps of Engineers CRD-C-588. The grout shall be V-3 by W. R. Meadows, Inc., Masterflow 713 by Master Builders or approved equal.

4.6. Manhole Frame and Covers: Manhole frame and covers shall conform to ASTM A 48 Class 35, AASHTO M105, AASHTO M306 as well as to the following

requirements.

4.6.1. Standard Manhole Cover and Frame: shall be as manufactured by East Jordan Company (also known as East Jordan Iron Works, East Jordan Foundry), 1040 Series, twenty-four (24) clear opening, inch heavy duty, shall include two (2) cast pick holes, cast groove for neoprene gasket, cover shall be marked "SEWER", unless otherwise noted on the Contract Drawings, domestic origin, or approved equal. Vent Holes shall NOT be allowed.

4.6.2. Water Tight Manhole Cover and Frame: shall be as manufactured by East Jordan Company, (also known as East Jordan Iron Works, East Jordan Foundry), 1040 Series, twenty-four (24) clear opening, heavy duty, shall include two (2) cast pick holes, cast groove for neoprene gasket, cover shall be four (4) 5/8 inch Stainless Steel Bolts recessed into cover, cover labeled "SEWER" unless otherwise noted on the Contract Drawings, domestic origin, or approved equal. Vent Holes shall NOT be allowed

4.6.3. Neoprene Gasket: all manhole covers shall be installed with a ¼ inch Neoprene Gasket, O Ring Style.

4.7. Epoxy Grout: Epoxy Grout shall be high strength non-metallic, non-shrinking. The grout shall be as by EMBECO, Inc., SEAL-COAT or approved equal.

4.8. Drop Manholes: Concrete for drop manholes shall conform to the requirements of Mississippi Standard Specifications for Road and Bridge Construction, 2017, or latest, edition – Section 604. Pipe and fittings shall be the same material and size as the incoming gravity sewer.

4.9. Flexible Connection: At all sewer connections to manholes, provide gasket flexible watertight connection that allows for differential settlement of the pipe and manhole wall.

4.10. All manholes: All manholes shall be lined inside with a twenty (20) mil dry film thickness of an acceptable apply-in-place coal tar epoxy system.

5. CONSTRUCTION

5.1. Earthwork

5.1.1. General: Excavation shall be to the extent required to allow proper construction of the manhole. Shoring and sheeting shall be utilized where required by

Federal, State and local codes and regulations for safe working conditions. In addition, shoring and sheeting shall be required to protect the integrity of adjacent structures or prevent adverse effects on surrounding areas. Dewatering shall be employed to the extent required to allow dry working conditions.

5.1.2. General Excavation: The Contractor shall "lay back" or employ shoring and sheeting as required to assure stability of the excavation. Material shall be stockpiled so as not to surcharge adjoining pipe trenches. Topsoil shall be separated so as to allow the maximum reuse in grassing operations.

5.1.3. Structural Excavation: The area immediately beneath the manhole bases shall be graded and compacted. Compaction shall be to 96% of maximum laboratory density as determined by AASHTO T 99. Should unsuitable material be encountered, the Engineer may direct that the area be over excavated and filled with stabilization material. Specification for stabilization material and payment for such shall be in accordance with Mississippi Standard Specifications for Road and Bridge Construction, 2017, or latest, edition – Section 206.

5.1.4. Backfilling: Backfill material shall consist of select backfill in accordance with Mississippi Standard Specifications for Road and Bridge Construction, 2017, or latest, edition – Section 203. Backfilling shall be uniformly placed around the structure in 10-inch layers and be compacted to 90% of maximum density to full depth in unimproved areas. Backfill in paved areas and within five feet to any edge of pavement shall be compacted to 95% of maximum laboratory density stated in the geotechnical report in 8-inch layers to the subgrade line. Refer to Mississippi Standard Specifications for Road and Bridge Construction, 2017, or latest, edition – Section 203.

5.1.5. Salvage: Manhole frames and covers removed during excavation shall remain the property of the Owner and shall be delivered to a location designated by the Owner.

5.2. Riser Installation: Precast concrete riser sections shall be installed plumb and in accordance with the details shown on the Contract Drawings. Joints shall be installed in accordance with manufacturer's recommendations.

The manhole invert channels shall be formed in the bases, smooth and semi-circular in shape conforming to the inside of the adjacent sewer section. Changes in the direction of flow shall be made with a smooth curve of as large a radius as the size of the manhole will permit.

Changes in size and grade of the channels shall be formed directly in the concrete of the manhole base. The joint between the base and riser section shall be sealed with epoxy grout. Clean pea gravel shall be used as the epoxy grout filler.

Standard manhole cut-outs and lifting holes shall be sealed with epoxy grout.

5.3. Cast-In-Place Concrete: Bases, flat tops, and drop manhole risers shall be constructed in accordance with Mississippi Standard Specifications for Road and Bridge Construction, 2017, or latest, edition – Section 604.

5.4. Manhole Steps: Manhole steps shall be installed during the manufacturing of the riser or cone sections. Risers and cones shall be joined so the steps are vertically aligned.

5.5. Manhole Frame and Covers: Manhole frame and covers shall be set and grouted in place with cement grout. For manholes located in roads or streets, the manhole cover shall be flush with pavement or surface course.

6. TESTING

6.1. General: The Contractor shall conduct (and bear the cost of) all testing (Laboratory Approved by the Owner) as directed by the Engineer and furnish results of such tests prior to incorporating the material into the work. All testing is subsidiary to Manhole Payment Items.

6.1.1. Cast-In-Place Concrete Items: The concrete quality testing for manhole bases, drop manholes, and valve boxes shall be tested in accordance with Mississippi Standard Specifications for Road and Bridge Construction, 2017, or latest, edition – Section 604.

6.1.2. Manhole Risers and Precast Concrete Bases: Manhole risers and precast concrete bases shall be tested for concrete compressive strength. If the place of manufacture is local and reasonably available to the Engineer, Paragraph (a) shall be followed for testing requirements. Should the place of manufacture not be available, Paragraph (b) shall apply.

The contractor shall prepare (in the presence of the Engineer) standard rodded concrete cylinder or cylinders compacted and cured in a similar manner to the manhole sections. Concrete for such cylinders shall be typical fresh concrete mix drawn from the actual casting operation of a riser or base. Cylinders shall be tested in accordance with ASTM C 39. The average compressive strength shall

be equal to or greater than the specified design strength (4000 psi). Not more than 10% of the cylinders shall fall below the design strength (4000 psi). In no case shall any cylinder tested fall below 3200 psi. Number of such cylinder tests shall be as follows:

- 6.1.2.1. One set of cylinders for each day's run castings or
- 6.1.2.2. One set of cylinders for each 200 linear feet of riser sections manufactured.
- 6.1.2.3. One set of cylinders per 20 bases or flat tops manufactured.

The Engineer may require additional tests should compressive test results fail.

6.1.3. Earthwork Test: Maximum laboratory density shall be measured in accordance with AASHTO T-99. Field densities shall be determined in accordance with AASHTO T-191 or ASTM D 2992. Standard proctors and field densities shall be performed in accordance with the following schedule.

Standard proctor tests shall be required for earthwork associated with manhole construction. At least two (2) field density tests shall be conducted for earth work associated with each manhole construction.

6.1.4. Inspection for Watertightness: All manholes shall be inspected for watertightness prior to placing into service.

WATER SYSTEMS

1. GENERAL

- 1.1. This item shall consist of furnishing all of the necessary materials, supervision, labor, tools, equipment and incidentals, and the installation of various types and sizes of water pipe and related items in accordance with the contract drawings and specifications, as stated in the Proposal.

2. APPLICABLE PUBLICATIONS

- 2.1. The following publications form a part of these specifications and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work.

2.1.1. AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- A 139 Electric-Fusion (Arc) welded steel pipe (sizes 4 inch and over).
- A 252 Welded and Seamless steel pipe piles.
- C 31 Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field.
- C 33 Concrete Aggregates
- C 39 Test for Compressive Strength of Cylindrical Concrete Specimens.
- D 2922 Density of Soil Aggregate in place by the clear Method (shallow depths).

2.1.2. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

- 21.10 Gray Iron and Ductile Iron Fittings, 3 inch through 48 inch for Water and other Liquids.
- 21.11 Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.
- 21.50 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-line Molds, for Water or other Liquids.

2.1.3. AMERICAN WATER WORKS ASSOCIATION (AWWA)

- C 104 Cement-Mortar Lining for Cast Iron Pipe and Fittings for Water and Other Liquids.
- C 106 Cast Iron Pipe Centrifugally Cast in Metal Molds, for water and other Liquids.
- C 110 Gray Iron and Ductile Iron Fittings, 3 inch through 48 inch, for Water and Other Liquids.
- C 111 Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.
- C 150 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or other Liquids.

2.1.4. AMERICAN ASSOCIATION OF STATE HIGHWAY & TRANSPORTATION OFFICIALS (AASHTO)

- T-88 Particle Size Analysis of Soils.
- T-89 Determining the Liquid Limit of Soils.
- T-90 Determining the Plastic Limit and Plasticity Index of Soils.
- T-99 Moisture Density Relations of Soils Using a 5.5 lb. Rammer and 12 inch Drop.
- T-191 Density of Soil In-Place by the Sand-Cone Method.

2.1.5. MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Standard Specifications for Road and Bridge Construction 2017 Edition.

3. SUBMITTALS

3.1. The following submittals shall be required for the respective materials used in the work. All submittals shall be submitted through the Contractor to the Engineer.

3.1.1. Ductile Iron Pipe: The following submittals shall be required for ductile iron pipe systems utilized on the project. The Contractor shall furnish

manufacturer's certificates certifying that the pipe and fittings conform to the requirements as specified hereinafter under Article 4.0, Materials. In addition, the submittals shall include the following:

- 3.1.1.1. Joints: The following shall be required for ductile iron joints.
 - 3.1.1.2. Drawings or Manufacturer's Catalogue data indicating dimensions and tolerance.
 - 3.1.1.3. Gaskets shall be tested in accordance with the respective standards as indicated in ANSI 21.11 and results shall be included in the submittals. Test shall be for similar materials on the gaskets and be not more than one year old.
 - 3.1.1.4. Mechanical Joints: Should the Contractor elect to use mechanical joints in lieu of push-on joints, manufacturer's data shall be submitted in accordance with the "Special Requirements for the Mechanical Joint" as stated in ANSI 21.11 (AWWA C 111).
- 3.1.2. Ductile Iron Pipe Submittal Shall Include the Results of:
- 3.1.2.1. Tension Test
 - 3.1.2.2. Impact Test
 - 3.1.2.3. Low Temperature Impact Test
Sampling procedure shall be as indicated in ANSI 21.51.
- 3.2. PVC Pipe: The Contractor shall furnish manufacturer's certificates certifying that the pipe and fittings conform to the requirements of these specifications and appropriate construction drawings.

4. MATERIALS - WATER SYSTEM

4.1. Ductile Iron Pipe:

- 4.1.1. Ductile iron pipe shall be designed in accordance with the latest revision of ANSI/AWWA C51/A21.51), rated working pressure of 350 psi plus a100 psi surge allowance; a 2 to 1 safety factor on the sum of working pressure plus surge pressure in Type 3 laying condition with a depth of cover as required per plans.
- 4.1.2. Pipe shall have standard asphaltic coating on the exterior. Pipe also shall have a cement mortar lining on the interior in accordance with the latest

revision of ANSI/AWWA C104/A21.4. If corrosion protection is required, polyethylene encasement shall be installed prior to the pipe's installation in accordance with ANSI/AWWA C105/A21.5-88.

4.1.3. All non-restrained pipe shall be furnished with push-on type joints such as "Fastite," or equal. Joints shall be in accordance with the latest revision of ANSI/AWWA C111/A21.11 and shall be furnished complete with all necessary accessories.

4.1.4. Where restrained joint pipe is required, "Fast Grip," "Flex-Ring," or "Field Flex-Ring" or approved equal shall be used. The length of restrained pipe shall be as tabulated or noted on the plans.

4.1.5. Ductile iron fittings shall conform to the latest revisions of either ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53. Fittings, linings, and coatings shall be as specified for the pipe above.

4.1.6. All pipe, fittings and accessories shall be installed and tested in accordance with the latest revision of AWWA C600. Newly installed ductile iron water mains shall be disinfected in accordance with the latest revision of AWWA C651 prior to placing in service.

4.2. PVC Pipe

4.2.1. PVC pipe for this project shall be PVC, C-900, Class 200. This standard covers the installation of Pressure Class 100, 150 and 200 PVC pipe complying with AWWA Standard C-900-89. PVC pipe shall bear the National Sanitation seal for potable water.

4.2.2. The pipe shall be equipped with a push on joint in a single elastomeric gasketed joint. It is assembled by positioning the elastomeric gasket in the annular groove of the bell and inserting the spigot end of the pipe into the bell. The spigot end of the pipe compresses the gasket radially to form a positive seal. The gasket and annular groove are designed, sized and shaped so that the gasket will resist displacement. Care shall be taken so that only the correct elastomeric gasket, compatible with the annular groove of the bell, is used. Insertion of the elastomeric gasket in the annular groove of the bell must be in accordance with the manufacturer's recommendations.

4.3. Gate Valves:

4.3.1. Where indicated on the Plans or directed by the ENGINEER, the CONTRACTOR shall furnish and install gate valves as hereinafter specified.

- 4.3.2. All gate valves shall be cast iron mechanical joint, Mueller A-2360, equivalent or better. All gate valves shall be furnished with O-ring packing and 2" square operating nut, AWWA 200lb., for cast iron water main.
- 4.3.3. Valve boxes shall be cast iron top and bottom. Extension pieces shall be provide as required.
- 4.3.4. Payment for furnishing and installing gate valves with box shall be made at the contract unit price per valve according to type and size as listed in the proposal.
- 4.3.5. All valves will be set at a perfect 90-degree angle from level pipe, (perpendicular) so as to be easily accessible through properly set valve box as per specifications above.
- 4.3.6. The CONTRACTOR shall furnish and install either a two-piece or three-piece, slip type, cast iron valve box over each gate valve. Valve boxes will be set over valve operating nut, centered so as to be easily accessible with a valve operating wrench or key. They will be set to correspond with the finished grade of street, lot, or easement. No dirt will be left in box; box will not rest directly on valve body.

4.4. Fittings, Valves and Hydrants, etc.

- 4.4.1. All fittings, valves and valve boxes, hydrants, and other appurtenances are to be set at the points indicated on the plans, or as directed by the ENGINEER, and omission to do so shall be corrected by the CONTRACTOR without extra cost to the OWNER.
- 4.4.2. All fittings shall either be Ductile Iron Compact (ANSI/AWWA C153/A21.53) or Cast Iron (ANSI/AWWA-C110/A21-10) and shall have mechanical joint ends and mechanical joint restraints (Series 1120) and shall be incorporated in the design of the follower gland and shall include a restraining mechanism which, when actuated, imparts multiple wedging action against the pipe, increasing its resistance as the pressure increases. Flexibility of the joint shall be maintained after burial. Glands shall be manufactured of ductile iron conforming to ASTM A 536-80. Restraining devices shall be of ductile iron heat treated to a minimum hardness of 370 BHN. Dimensions of the gland shall be such that it can be used with the standardized mechanical joint bell and tee-head bolts conforming to ANSI/AWWA A21.11 and ANSI/AWWA C153/A21.53 of latest revision. Twist-off nuts shall be used to insure proper actuating of the restraining devices.
- 4.4.3. The mechanical joint restraint device shall have a working pressure of a least

250 psi with a minimum safety factor of 2:1 and shall be EBAA Iron., MEGALUG or equal.

4.4.4. To improve the sealing capacity, the gaskets for all mechanical joints conforming to the requirements of ANSI/AWWA C110/A/21.10, C111/A21.11, or C153/A21.53 shall be of a design that causes the gasket to deflect approximately 30% during assembly of the mechanical joint. The gasket material shall conform to the requirements of ANSI/AWWA C111/A21.11, Section 1-6.4 of the latest revision. Mechanical joint gaskets shall be EBAA Iron's EBAA Seal- Improved Mechanical Joint Gasket or approved equal.

4.4.5. Fittings (bends, tees, plus, and caps) shall be securely braced by mechanical joint restraints, as indicated on the Plans, to prevent the possibility of blowing off under pressure. And a full length of pipe shall be installed on each end of the fitting. Then cut pieces can be installed beyond the full lengths of pipe.

4.4.6. The prices bid furnishing and installing valves, fittings, etc., shall include compensation for furnishing mechanical joint restraints as required at beds, tees, plugs and caps. No separate or extra compensation will be allowed for any of the above specified incidental work or material.

4.5.Plugs and Caps

4.5.1. Where indicated on the Plans, or as directed by the ENGINEER, the CONTRACTOR shall install plugs for anticipated future extensions by placing a branch fitting (tee or cross) in the line and plugging the unused branch or branches. In general, such plugs will be located at street intersections where present plans provided lines running in only two or three directions from the intersections and where, in the opinion of the ENGINEER, a connection may be required for future extension. Where "dead-end" lines are installed, the ends of such lines shall be plugged or capped as required.

4.5.2. For the various hot taps required according to the plans, and up to 12 inches, the JCM 432, stainless Tapping Sleeve shall be required. The CONTRACTOR shall furnish all materials for these various taps and the OWNER will actually make the tap.

4.6.Casing Pipe: Steel pipe utilized as casing at locations shown on the Contract Drawings shall be new round piling pipe conforming to the requirements of ASTM A 252 or A 139. Casing diameter shall be adequate to allow pushing of the specified diameter of water pipe and make proper connections at the ends. Minimum Wall Thickness for steel casing is 0.375 inch.

4.7.Wash Gravel Bedding Material: Select Granular material for pipe bedding shall be

coarse concrete aggregate. The coarse concrete aggregate shall conform to the gradation sizing Number 467 specified in Table 2 of ASTM Standard Specification C-33. (See Following Table.)

SIZE No. 467

Nominal Size (Sieves w/Square Openings)	Percent Passing by Weight
2"	100
1-1/2"	95—100
3/4"	35—70
3/8"	10—30
No. 4	0—5

4.8.Stabilization Material: Stabilization Material shall be a pit run mixture of sand and gravel. The sand shall be hard, sharp and durable particles. All gravel shall pass a 1 - 1/2" sieve.

4.9.Concrete: Concrete shall be in accordance with the requirements of Mississippi Standard Specifications for Road and Bridge Construction, 2017, or latest, edition – Section 601.

4.10. Select Backfill

4.10.1. General: The select material shall be composed of a natural or artificial mixture of sand, silt, clay or soil binder or other material of satisfactory cementing value. The sand shall be hard, sharp, and durable particles, preferably siliceous. The binder shall be a grade of clay or other material having satisfactory cementing qualities and shall be homogenous in character, free from vegetable matter, clay balls or other deleterious substances that cannot be classed as serviceable base material.

4.10.2.Gradation: Any coarse aggregate contained in the material shall pass the one and one-half (1-1/2); sieve and not more than thirty-five percent (35%) shall be retained in the Number 10 sieve. The plasticity index (P.I.) shall not exceed 12, nor shall the liquid limit exceed 30.

4.10.3. The composite selected sand-clay material passing the Number 10 sieve shall conform to the following minimum and maximum gradation limits:

Sieve	Percent Passing by Weight
Number 40	40–85
Number 60	30–70
Number 270	8–30
Silt (.05 to .005 mm)	03–15
Clay (Passing .005 mm)	3--15

4.10.4. Backfill: All other backfill shall consist of excavated material removed from the trench.

5. CONSTRUCTION

5.1. Earthwork

5.1.1. Site Preparation:

5.1.1.1. Topsoil shall be stripped and stockpiled in accordance with Technical Specifications - Restoration of Roads, Driveways, Fences, Lawns, and other Grassed Areas.

5.1.1.2. All vegetation such as brush, heavy sod, heavy growth of grass, decayed vegetative matter, rubbish and any other unsuitable material within the area of trenching shall be stripped or otherwise removed before the trenching is started, and in no case shall such objectionable material be allowed in the trench.

5.1.1.3. Stripping operation shall be to a depth of not less than 6 inches in all cases.

5.2. Asphalt or Concrete Removal: Before trenching operations begin, the existing asphalt or concrete pavement shall be scored or cut to a proper depth to give a straight vertical edge when removed. The asphalt or concrete shall be disposed of offsite by the Contractor. While removing the asphalt or concrete in the trench line, never shall the adjacent asphalt be raised or pulled from its base.

5.3. Trenching:

- 5.3.1. The Contractor shall determine all requirements for trench dimensions, alignment, and grades. The trench shall be excavated in conformance with all federal, state and local regulations for the protection of the workmen. Shoring, sheeting and/or a moveable form shall be used as required to provide earth stability during the laying operations.
- 5.3.2. The final excavation of the trench for the pipe installation shall be as indicated on the Plans. Minor variations in horizontal (within the permanent easement) or vertical alignment during construction shall be made during construction (with the Engineer's approval) to facilitate ease of installation and operation (due to potential conflicts; i.e., utility conflict) at no additional cost to the Owner except for additional piping, if any. The trench from the top of the pipe down to the bottom of the bedding shall be of a consistent width as indicated on the plans. Should the excavated width of the trench be larger than the design width, the Engineer may direct that a higher type or class of bedding be used; or other adjustments be made to increase the load carrying capacity of the pipe.
- 5.3.3. The Contractor shall not excavate more trench in advance of pipe laying than is necessary to perform the work efficiently. No more than 100 feet of open trench shall be allowed unless approved by the Engineer.
- 5.3.4. Excavated material shall be placed in a manner that will not obstruct sidewalks, driveways, or other structures. Excavated material shall not be placed so as to surcharge the walls and jeopardize trench stability.

5.4. Disposal:

- 5.4.1. The Contractor shall satisfactorily dispose of all excess earth from excavations either in approved (by the Engineer) areas within the construction limits or away from the project in disposal sites obtained by the Contractor.
- 5.4.2. The Contractor will be permitted to mound excess earth over the trench to a maximum depth of 12 inches above the original ground surface or finished grade where the trench is located in unimproved property. Wasting of excess excavated material will not be permitted within any road ROW. All material within the construction limits shall be placed so that natural drainage is maintained and the surface shall be graded to a smooth and uniform appearance. The disposal of waste and excess excavating materials, including hauling, handling, grading, and surfacing shall be subsidiary obligation of the contractor and no separate payment will be made. Therefore, the cost of such work shall be included in the Contract Unit Price for installation of water pipe.

5.5. Dewatering

5.5.1. The site shall be kept free of surface water at all times. The Contractor shall install drainage ditches and dikes and shall perform all pumping and other work necessary to divert or remove rainfall and other accumulations of surface water from the excavations. The diversion and removal of surface water performed in a manner that will prevent the accumulation of water behind temporary structures or at any other locations within the construction area where it may be detrimental. The Contractor shall provide, install, and operate sufficient trenches, sumps, pumps, hoses, piping, well points, deep wells, etc., necessary to depress and maintain the ground water level at least one foot below the base of the excavation during all stages of construction operations. The ground water table shall be lowered in advance of excavation and maintained a minimum of one foot below the lowest excavation subgrade made until the structure has sufficient strength and weight to withstand horizontal and vertical soil and water pressures.

5.5.2. Where groundwater is encountered, the Contractor shall make the effort necessary to secure a dry trench bottom before laying pipe. In sandy and in other suitable type soils, dewatering shall be done by well pointing. If, in the opinion of the Engineer, the Contractor has failed to obtain an absolutely dry trench bottom by insufficient use of all known methods of trench dewatering, the Engineer may order the Contractor to excavate below grade and place not less than 6 inches of graded crushed stone fill material over the trench bottom to form trench drains to suitably located sumps and to remove the water by bailing or pumping. The graded crushed stone fill material shall be placed at the Contractor's own expense and shall be of such depth that there shall be not water in bell holes at the time of coupling pipe. All costs of equipment, labor, and materials required for dewatering shall be included in the bid price.

5.6. Bedding

5.6.1. The Contractor shall satisfactorily shape the trench area (to specified line, grade and cross section) to receive bedding material. The bottom of the trench shall be undisturbed soil. Should the Contractor over excavate the trench without direction from the Engineer, the trench shall be brought up to grade with select backfill and compacted to at least 90% of maximum laboratory density as measured by AASHTO T 99. Such additional work and materials for over excavation without direction of the Engineer shall be at the expense of the Contractor.

5.6.2. Holes for the bells shall be provided at each joint in the subgrade or in the granular fill bedding material as required. The holes shall be no larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on

the material. The Contractor shall install the proper bedding for the respective type of pipe and depth of installation as shown in the details and schedules on the plans. When depths vary in a particular manhole run, the Contractor shall change bedding systems in accordance with the depth installation requirements.

5.6.3. Stabilization Materials: When the subgrade is found to be unstable or to include ashes, refuse, organic material, or other unsuitable material, the Engineer may direct that the subgrade be over excavated to remove such material. The depths of over excavation shall be as directed by the Engineer. Stabilization material shall be placed into the over excavated area of the trench and shall be paid for in accordance with these specifications. Stabilization shall be compacted to at least 90% of maximum laboratory density in six-inch lifts.

5.6.4. Bedding Materials

5.6.4.1. As detailed in the plans, bedding material shall be placed to the specified depth below the pipe and tamped to a minimum of 90% of maximum laboratory density as determined in accordance with AASHTO T 99. Following placement of pipe, additional bedding material shall be placed and consolidated under the haunches of the pipe. Special tools shall be required to work the material into place and leave no voids beneath the pipe. The bedding material shall be tamped along the spring line (or along the top of the bedding material as indicated) of the pipe to sufficiently compact the material insofar as practical.

5.6.4.2. The Engineer may direct additional moisture be added to the bedding material to aid in the compaction effort. Mechanical tampers may be employed to aid the process. depending on the particular bedding required, additional bedding shall be added and tamped to a minimum of 90% of maximum laboratory density, with AASHTO T-99.

5.6.5. Select Backfill: Select backfill shall be placed in 6-inch lifts and tamped to a minimum laboratory density with AASHTO T-99. Overall depth of the select backfill shall be as directed by the Engineer.

5.6.6. Normal Condition Bedding: Under normal conditions the trench bottom shall be undisturbed earth shaped to the specified line, grad, and cross section with proper bell holes at each joint to ensure that pipe barrel lies flat on trench bottom. The bedding material will be selected native materials excavated from the trench and placed in two lifts. The first lift being placed up to the spring line of the pipe and extending out to the trench walls and hand tamped to a minimum of 90% of maximum laboratory density. Special care shall be used in placing and tamping bedding to insure no voids under the haunches of the

pipe. The second lift shall extend to approximately 6" above pipe (Material permitting) and hand tamped to 90% density.

5.7. Backfilling: Upon completion of placement of select material the excavated materials shall be immediately placed back into the trench. Specific requirements are:

5.7.1. Backfill requirements for road crossings, parking lots, driveways, and sidewalks shall be in accordance with Technical Specifications - RESTORATION of ROADS, DRIVEWAYS, FENCES, LAWNS and OTHER GRASSED AREAS.

5.7.2. Backfill requirements for unimproved areas (pastures, wooded areas) shall consist of placement and shaping of the soil in such a manner as to allow maximum natural consolidation. No compaction of the general backfill in the unimproved areas will be required, except that caused by conventional shaping equipment.

5.7.3. No debris shall be used as backfill which has a volume in excess of one-half of one cubic foot or weight excess of 75 pounds.

5.8. Sheeting Removal: Wooden sheeting or other thick sheeting or shoring members which have been driven or otherwise placed along the trench walls to an elevation below the spring line of the pipe shall be cut off at the spring line or higher and left in place.

5.9. Grading and Grassing: Final grading and grassing shall be in accordance with Technical Specifications, "RESTORATION of ROADS, DRIVEWAYS, FENCES, LAWNS, and OTHER GRASSED AREAS."

5.10. Pipe Handling and Storage: Pipe shall be handled, staked, and stored in accordance with manufacturer's printed literature. The Contractor shall provide security as required to prevent damage by vandals. PVC pipe shall be shaded from sunlight for extended lengths of time. Pipe damaged during storage and handling shall be rejected.

5.11. Pipe Laying

5.11.1. Each pipe shall be laid true to line and grade and in such manner as to form a close concentric joint with the adjoining pipe and to prevent sudden offsets of the flow line. As the work progresses, the interior of the water shall be cleared of all dirt and superfluous materials of every description. Where cleaning after laying is difficult because of small pipe size, a suitable swab or

drag shall be kept in the pipe and pulled forward past each joint immediately after the jointing has been completed. Trenches shall be kept free of water and pipe shall not be laid when the condition of the trench or the weather is unsuitable for such work. At times when work is not in progress, open ends of pipe and fittings shall be securely and satisfactorily closed so that no trench water earth or other substance will enter the pipe or fittings.

5.11.2. The water main shall maintain a minimum of 30 inches of cover at all times.

5.11.3. Pipe laying shall be performed in such a manner that no foreign material enters the pipe. The Engineer may require that before lowering pipe, heavy canvas bags be placed over each end, and left in place until joints are ready to be made. If water is in the trench, the seals shall remain in place until the trench is pumped completely dry. If conditions are unsuitable, no pipe shall be laid until satisfactory laying conditions are obtained in accordance with the above specified requirements.

5.12. **Pipe Jointing:** Piping shall be jointed in accordance with the manufacturer's printed recommendations. Gaskets shall be firmly set within the bells and grooves as required. The manufacturer's recommended lubricant or an approved equal shall be applied for slip type joints.

5.12.1. **Ductile Iron Pipe Joint Construction:** The installation and jointing of ductile iron pipe shall generally conform to the applicable provisions of AWWA Standard Specifications C-600 for pipe laying.

5.12.2. Where mechanical joint pipe is used, the surfaces which come in contact with the gasket shall be thoroughly brushed with a wire brush just prior to assembly. The gasket should be brushed with soapy water prior to installation to remove loose dirt and to lubricate gasket as it is forced into its retaining space.

5.12.3. When tightening bolts, it is essential that the gland be brought up toward the pipe flange evenly. The bolts should be partially tightened; the bottom bolt first, then the top; next the bolts on either side; and last, the remaining bolts. Overstressing of bolts to compensate for poor installation will not be permitted. Bolt torque shall be in accordance with manufacturer's specifications.

5.12.4. All joints of whatever type shall be completely water tight after being subjected to the required tests.

5.13. **Borings:** Borings shall be accomplished in accordance with Mississippi State Highway Department Standards. The contractor shall provide all necessary

sheeting, bracing, cribbing, supports and appurtenances to insure the proper line and grade throughout the entire length of the crossing.

5.13.1. Casing Pipe: Casing Pipe shall be installed as indicated on the Contract Drawings. Joints shall be completely welded to provide structural integrity and shall be watertight.

5.13.2. Carrier Pipe: Carrier pipe may be any of the allowed options of piping. However, the piping and joints shall be capable of withstanding the stress exerted by pushing the pipe within the casing.

5.13.3. Carrier Pipe Supports: Supports for the carrier pipe shall be as recommended by the manufacturer for such installation. Supports shall be spaced to adequately support the piping under all conditions.

5.13.4. Casing Seal: The annulus between the casing and carrier pipe shall be sealed at each end by installing WMSON Type U end seals, as manufactured by T.D. Williamson, Inc. Tulsa, Oklahoma, or equal, in accordance with the instructions of the manufacturer of the seals.

6. **SEPARATION of WATER and SEWER MAINS**: The water and sewer specifications should state that the water line be constructed no less than 10 feet horizontally and 18" vertically with water line over sewer line. If those conditions cannot be met, the Division of Water Supply may allow the water line to be laid closer to the sewer line if supported by adequate data from the design engineer.

7. **TESTING**

7.1. Ductile Iron Pipe

7.1.1. Field Inspection: The Engineer shall perform visual inspection of the material prior to placement by the Contractor. The Engineer may make non-destructive tests to determine the soundness of the pipe. The Contractor shall assist the Engineer in handling and moving the pipe as required.

7.1.2. Material Test: Material test shall be conducted during the manufacturing process and the results shall be included as part of the submittals. No other material test shall be required.

7.2. Steel Casing Pipe Material test shall be included as part of the submittal. No other material test shall be required.

7.3. Compaction Tests

7.3.1. Compaction tests shall be performed in accordance with AASHTO T 191 or ASTM D 2922. Maximum compaction shall be determined in accordance with AASHTO T 99.

7.3.2. Compaction tests for water pipe related work shall not be less than as follows:

NUMBER of COMPACTION TESTS AASHTO T-99, AASHTO T-191, or ASTM D 2922		
Stabilization Material	1	One per 100 C.Y.
Bedding material	2	One per 600 L.F.
Tamped Backfill	2	One per 600 L.F.

7.4. Hydrostatic Testing

7.4.1. After the pipe has been laid, all newly laid pipe or any valved section thereof shall be subjected to a hydrostatic pressure of at least 1.5 times the working pressure at the point of testing and not less than 1.25 times the working pressure along the test section, for a minimum of 2 hours.

7.4.2. And all tests shall be in accordance with AWWA Standard C600, Section 4.

7.4.3. Allowable leakage shall be no more than that determined by the following formula:

$$L = \frac{SD \sqrt{P}}{133,200}$$

7.4.4. In which L is the allowable leakage in gallons per hour; S is the length of pipe tested in feet; D is the nominal diameter of the pipe, in inches; and P is the average test pressure during the leakage test in pounds per square inch.

7.4.5. These tests are to be made the Contractor's expense and he is to provide all necessary fittings, equipment, appliances and any other necessary items to conduct the tests in a manner satisfactory to the ENGINEER. All costs incidental to conducting these tests are to be included in the prices bid for the various items of construction as no separate or extra compensation is to be allowed therefore. Record of testing is to be furnished to the OWNER.

8. CLEANING and STERILIZING

- 8.1. Before each section of work is placed in service, it shall be thoroughly flushed to remove any dirt or other foreign material from inside the lines; and the inside of the lines shall be sterilized by pumping into and through them a solution of chlorine of 50mg/l for 24 hours in such manner as to meet the requirements of the State Board of Health.
- 8.2. At least two (2) samples of chlorine free water, taken from each section, by a representative of the Mississippi State Department of Health, the Licensed Professional Engineer in charge of the project, or the Certified Operator for the system from every dead-end line and every major looped line, shall be submitted to the State Board of Health for examination to determine if the system is free from organisms of the Coli-Aerogenes group. If such samples are not negative from organisms of the Coli-Aerogenes group, the system shall be disinfected and re-disinfected in a manner meeting the requirements of the State Board of Health, until the system is freed of contamination.
- 8.3. All water mains will be flushed, chlorinated and re-chlorinated until two (2) consecutive negative water samples are obtained by the Local Health Department. The samples shall be collected by the Certified Operator of the system or the Professional Engineer of the project.
- 8.4. The CONTRACTOR shall be responsible for the conduct of all of the above defined activities, and any and all costs incident thereto shall be included in the prices bid for the various items of construction as no separate or extra compensation is to be allowed therefore.

9. WATER SERVICE

- 9.1. Service pipe shall be ¾" Polyethylene Plastic tubing meeting the following specifications:
- 9.1.1. 200 PSI and complying with AWWA standards when tested by methods ASTM 1599, copper tube size (O.D.) suitable for use with standard heavy-duty waterworks brass flare fittings.
- 9.1.2. Tubing shall comply with the standards and bear the seal of the National Sanitary Foundation.
- 9.1.3. All connections and fittings shall be Ford brand or equal.

FIRE HYDRANT

1. **GENERAL:** Fire hydrants shall comply in all respects with AWWA Standard C-502, latest revision. Fire hydrants shall be of the compression type, with the main valve opening against the pressure and closing with the pressure. The main valve opening shall be 5 1/4" in diameter. Fire Hydrant shall be of a dry barrel, dry top design. The nozzle section shall consist of two (2) hose nozzles and one (1) pumper nozzle or other as specified.
2. **RATING:** Fire hydrants shall be rated at 250 psi water working pressure, tested at 500 pounds hydrostatic for structural soundness in the following manner: 500-pound hydrostatic test supplied from the inlet side, first with the main valve closed for the testing of the valve seat: second, with the main valve open for testing of the drain valves and the hydrant barrel. Testing to be complete in accordance with AWWA C-502 and ULFM requirements.
3. **END CONFIGURATION:** Hydrants shall be connected to the main by a 6" fusion bonded, epoxy coated mechanical joint shoe. Mechanical joint shoes shall be fitted with strapping lugs.
4. **DESIGN**
 - 4.1. The main valve seat of the hydrant shall be made of rubber and be supported by a one-piece bronze top plate / drain valve mechanism. Drain valves shall be faced with rubber. The bottom stem threads of the main valve rod shall be fitted with an epoxy coated, cast iron bottom plate, sealing lower rod threads from the water.
 - 4.2. Changes in size or shape of the waterway (hydrant nozzles) shall be accomplished by means of easy curves. Exclusive of the main valve opening, the net area of the waterway of the barrel and the foot piece at the smallest part shall not be less than 120% of that of the net opening of the main valve.
 - 4.3. Hose and pumper nozzles shall be threaded and screwed into the nozzle section and then mechanically locked to prevent turning.
 - 4.4. Hose and pumper caps shall be chained to the hydrant
 - 4.5. The hydrant shall be so designed that when it is in place, no excavation will be required to remove the main valve and movable parts of the drain valve. Further, the hydrant shall be of the type that can be extended without excavating.
 - 4.6. Hydrants shall be so designed that, in the event of accident, or breaking of the hydrant above or near grade level; the main valve will remain closed.

- 4.7. The main valve rod shall be made in two parts and fitted with breakable coupling at the ground line flange.
- 4.8. The ground line connection between nozzle section and the barrel shall incorporate the use of a traffic flange. This connection shall be so designed that the nozzle section can be rotated in any increment of 360°. The ground line connection between the barrel and nozzle sections shall have a rubber O-ring gasket to provide a seal.
- 4.9. The operating threads of the hydrant shall be so designed as to avoid the working of any iron or steel parts against either iron or steel. The operating stem and operating nut threads shall be square or acme type.
- 4.10. The operating thread shall be lubricated at factory with food grade grease. Access shall be provided to field lubricate the operating mechanism.
- 4.11. The operating thread shall be sealed from water at all times when the valve is either in the opened or closed position. The operating rod shall be bronze sheathed where it passes through the double "O" ring seal in the bonnet.
- 4.12. The bonnet shall be weather proof and utilize a weather shield integral with the external wrench operating nut.
- 4.13. The operating nut shall be made of bronze with a self-lubricating design.
- 4.14. Hydrants shall be of the dry barrel type and the hydrant shoe shall have two positive acting non-corrosive drain valves that shall drain the hydrant completely by opening when the main valve is closed, and close tightly in accordance with AWWA C-502 requirements when main valve is open.
- 4.15. The main valve assembly shall be seated in the hydrant with a bronze-to-bronze interface to facilitate removal of the main valve, should maintenance be required. The nozzle section shall consist of two-2 1/2" hose nozzles to the specified thread designation (NST) and one pumper nozzle 4 1/2" in diameter to the specified thread designation (NST), or other combination of nozzle outlets, including independent hose gate valves, as shown on the plans.
- 4.16. Two O-ring seals shall be utilized where the main hydrant rod passes through the 1-piece bonnet.
- 4.17. Hydrant standpipe shall be ductile iron and single piece for all bury depths.
- 4.18. All like parts of hydrants of the same size and model produced by the same

manufacturer shall be interchangeable.

4.19. Hydrant shall open by turning to the left. The direction of opening is to be permanently marked on the hydrant bonnet.

4.20. Threads on hose and steamer nozzles shall be National Standard unless otherwise specified.

4.21. Size and shape of operating nuts cap nuts shall conform to National Standard unless otherwise specified.

4.22. Bury shall be a minimum of three (3) feet measuring depth from grade line to bottom of trench or connecting pipe.

4.23. Auxiliary shut-off (isolation) gate valves, when required, shall be of the same manufacture as the hydrant.

5. COATING

5.1. The inside of all hydrants shall be coated in accordance with AWWA standards except for bronze and threaded machined surfaces. Exterior on hydrant nozzle section shall be painted Fire Hydrant Red (or other as shown on the plans).

5.2. Hydrant shoes shall have an interior and exterior thermosetting epoxy coating of 5 to 6 mils meeting AWWA C550.

6. MARKINGS: Hydrant shall be marked with the name of the manufacturer, size of valve opening, direction of opening and the year of manufacture all in accordance with the AWWA C-502.

SOURCE: Hydrants shall be M&H Model 129, Mueller Super Centurion 250, or the American Flow Control.

TRACER WIRE SYSTEMS

A. Materials

1. General

- 1.1. All trace wire and trace wire products shall be domestically manufactured in the U.S.A.
- 1.2. All trace wire shall have HDPE insulation intended for direct bury, color coated per APWA standard for the specific utility being marked, blue for water and green for Sewer.

2. Trace wire

- 2.1. Open Trench - Trace wire shall be #12 AWG Copper Clad Steel, High Strength with minimum 450 lb. break load, with minimum 30 mil HDPE insulation thickness.
- 2.2. Directional Drilling/Boring - Trace wire shall be #12 AWG Copper Clad Steel, Extra High Strength with minimum 1,150 lb. break load, with minimum 30 mil HDPE insulation thickness.
- 2.3. Pipe Bursting/Slip Lining - Trace wire shall be 7 x 7 Stranded Copper Clad Steel, Extreme Strength with 4,700 lb. break load, with minimum 50 mil HDPE insulation thickness.

3. Connectors

- 3.1. All mainline trace wires must be interconnected in intersections, at mainline tees and mainline crosses. At tees, the three wires shall be joined using a single 3-way lockable connector. At Crosses, the four wires shall be joined using a 4-way connector. Use of two 3-way connectors with a short jumper wire between them is an acceptable alternative.
- 3.2. Direct bury wire connectors – shall include 3-way lockable connectors and mainline to lateral lug connectors specifically manufactured for use in underground trace wire installation. Connectors shall be dielectric silicon filled to seal out moisture and corrosion and shall be installed in a manner so as to prevent any uninsulated wire exposure.

3.3. Non-locking friction fit, twist on or taped connectors are prohibited.

4. Termination/Access

- 4.1. All trace wire termination points must utilize an approved trace wire access box (above ground access box or grade level/in-ground access box as applicable), specifically manufactured for this purpose.
- 4.2. All grade level/in-ground access boxes shall be appropriately identified with “water” cast into the cap and be color coded.
- 4.3. A minimum of 2 ft. of excess/slack wire is required in all trace wire access boxes after meeting final elevation.
- 4.4. All trace wire access boxes must include a manually interruptible conductive/connective link between the terminal(s) for the trace wire connection and the terminal for the grounding anode wire connection.
- 4.5. Grounding anode wire shall be connected to the identified (or bottom) terminal on all access boxes.
- 4.6. Service Laterals - Trace wire must terminate at an approved grade level/inground trace wire access box, located at the edge of the road right-of-way, and out of the roadway.
- 4.7. Hydrants – Trace wire must terminate at an approved above-ground trace wire access box, properly affixed to the hydrant grade flange. (affixing with tape or plastic ties shall not be acceptable)
- 4.8. Long-runs, in excess of 500 linear feet without service laterals or hydrants - Trace wire access must be provided utilizing an approved grade level/in-ground trace wire access box, located at the edge of the road right-of-way, and out of the roadway. The grade level/in-ground trace wire access box shall be delineated using a minimum 48” polyethylene marker post, color coded per APWA standard for the specific utility being marked.

5. Grounding

- 5.1. Trace wire must be properly grounded at all dead ends/stubs
- 5.2. Grounding of trace wire shall be achieved by use of a drive-in magnesium grounding anode rod with a minimum of 20ft of #12 red HDPE insulated copper

clad steel wire connected to anode (minimum 1.5 lb.) specifically manufactured for this purpose and buried at the same elevation as the utility.

- 5.3. When grounding the trace wire at dead ends/stubs, the grounding anode shall be installed in direction 180 degrees opposite of the trace wire, at the maximum possible distance.
- 5.4. When grounding the trace wire in areas where the trace wire is continuous and neither the mainline trace wire or the grounding anode wire will be terminated at/above grade, install grounding anode directly beneath and in-line with the trace wire. Do not coil excess wire from grounding anode. In this installation method, the grounding anode wire shall be trimmed to an appropriate length before connecting to trace wire with a mainline to lateral lug connector.
- 5.5. Where the anode wire will be connected to a trace wire access box, a minimum of 2 ft. of excess/slack wire is required after meeting final elevation.

B. Installation

1. General

- 1.1. Trace wire installation shall be performed in such a manner that allows proper access for connection of line tracing equipment, proper locating of wire without loss or deterioration of low frequency (512Hz) signal for distances in excess of 1,000 linear feet, and without distortion of signal caused by multiple wires being installed in close proximity to one another.
- 1.2. Trace wire systems must be installed as a single continuous wire, except where using approved connectors. No looping or coiling of wire is allowed.
- 1.3. Any damage occurring during installation of the trace wire must be immediately repaired by removing the damaged wire and installing a new section of wire with approved connectors. Taping and/or spray coating shall not be allowed.
- 1.4. Trace wire shall be installed at the bottom half of the pipe and secured (taped/tied) at 5' intervals.
- 1.5. Trace wire must be properly grounded as specified.

- 1.6. Trace wire on all service laterals/stubs must terminate at an approved trace wire access box located directly above the utility, at the edge of the road right-of-way, but out of the roadway. (See Trace Wire Termination/Access)
 - 1.7. At all mainline dead-ends, trace wire shall go to ground using an approved connection to a drive-in magnesium grounding anode rod, buried at the same depth as the trace wire. (See Grounding)
 - 1.8. Mainline trace wire shall not be connected to existing conductive pipes. Treat as a mainline dead-end, ground using an approved waterproof connection to a grounding anode buried at the same depth as the trace wire.
 - 1.9. All service lateral trace wires shall be a single wire, connected to the mainline trace wire using a mainline to lateral lug connector, installed without cutting/splicing the mainline trace wire.
 - 1.10. In occurrences where an existing trace wire is encountered on an existing utility that is being extended or tied into, the new trace wire and existing trace wire shall be connected using approved splice connectors and shall be properly grounded at the splice location as specified.
2. Water System
- 2.1. A mainline trace wire must be installed, with all service lateral trace wires properly connected to the mainline trace wire, to ensure full tracing/locating capabilities from a single connection point.
 - 2.2. Lay mainline trace wire continuously, by-passing around the outside of valves and fittings on the North or East side.
 - 2.3. Trace wire on all water service laterals must terminate at an approved trace wire access box color coded blue and located directly above the service lateral at the edge of road right of way.
 - 2.4. Above-ground tracer wire access boxes will be installed on all fire hydrants.
 - 2.5. All conductive and non-conductive service lines shall include tracer wire.

C. Prohibited Products and Methods

1. The following products and methods shall not be allowed or acceptable
 - 1.1. Uninsulated trace wire
 - 1.2. Trace wire insulations other than HDPE
 - 1.3. Trace wires not domestically manufactured
 - 1.4. Non-locking, friction fit, twist on or taped connectors
 - 1.5. Brass or copper ground rods
 - 1.6. Wire connections utilizing taping or spray-on waterproofing
 - 1.7. Looped wire or continuous wire installations, that has multiple wires laid side-by-side or in close proximity to one another
 - 1.8. Trace wire wrapped around the corresponding utility
 - 1.9. Brass fittings with trace wire connection lugs
 - 1.10. Wire terminations within the roadway, i.e. in valve boxes, cleanouts, manholes, etc.
 - 1.11. Connecting trace wire to existing conductive utilities

D. Testing

1. All new trace wire installations shall be located using typical low frequency (512Hz) line tracing equipment, witnessed by the contractor, engineer and facility owner as applicable, prior to acceptance of ownership.
2. This verification shall be performed upon completion of rough grading and again prior to final acceptance of the project.
3. Continuity testing in lieu of actual line tracing shall not be accepted.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-608-2

CODE: (IS)

DATE: 11/12/2019

SUBJECT: Detectable Warning Panels

Section 608, Concrete Sidewalks, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as hereby amended as follows.

907-608.02--Materials. Delete the fourth paragraph of Subsection 608.02 on page 414, and substitute the following.

Detectable warning panels for Americans with Disabilities Act (ADA) compliance shall meet the requirements of the plans, standard specifications, contract documents, and AASHTO M 333. The panels shall be precast, modular, or prefabricated.

907-608.04--Method of Measurement. Delete the first paragraph of Subsection 608.04 on page 416, and substitute the following.

Concrete sidewalks of the type specified will be measured for payment by the square yard. Transition slopes, turning space, and ramps necessary for detectable warning panels will be measured as concrete sidewalk.

907-608.05--Basis of Payment. Add the following to the list of pay items in Subsection 608.05 on page 416.

907-608-C: Detectable Warning Panels

per square foot



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, November 5, 2024

Re: Acknowledge bids received on September 10, 2024, for the Unified Neighborhood Infrastructure Improvements Phase I Project and accept the bid from R&J Construction, Inc. of Laurel, MS in the amount of \$2,185,814.45 as the lowest and best bid and authorize the Mayor to execute construction contracts and all necessary agreements for related purposes.
File Number: 2024-630
Minute Book #

Summary

Recommendation Statement

I recommend approval of this item.

Please place this on the November 5, 2024 City Council meeting for consideration.



Engineering Progress

September 26, 2024

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

Attn: Marybeth Bergin, P.E.

**Re: Unified Neighborhood Infrastructure Improvements Phase I
City of Hattiesburg, MS**

Dear Marybeth:

I have certified the enclosed bid tabulation which represents all bids that were received and opened at 10:00 a.m. on September 10, 2024, for the above referenced project.

I have enclosed all bids R&J Construction, Inc. of Laurel, MS was the lowest bid in the amount of Two Million, One Hundred Eighty-Five Thousand, Eight Hundred Fourteen Dollars and Forty-Five Cents (\$2,185,814.45).

Enclosed is a copy of the original bid from R&J Construction, Inc. and original bids from all other bidders.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Lou Thomas'.

Lou Thomas, P.E.
Project Engineer

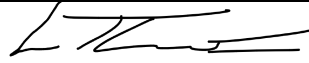
/lr

BID TAB September 19, 2024 Project: Unified Neighborhood Infrastructure Improvements Phase I Project No. 12220-008				OPC		R&J Construction, Inc. PO Box 6 Laurel, MS 39441		Myers Underground Utilities 408 Ryan Road Hattiesburg, MS 39401		Grady Crawford Construction PO Box 967 Baton Rouge, LA 70821	
BASE BID											
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
201-A	Clearing and Grubbing	1	LS	\$15,000.00	\$15,000.00	\$35,000.00	\$35,000.00	\$43,500.00	\$43,500.00	\$53,400.00	\$53,400.00
202-B	Removal of Asphalt Pavement, All Depths	2,118	SY	\$4.50	\$9,531.00	\$9.12	\$19,316.16	\$13.20	\$27,957.60	\$15.00	\$31,770.00
202-B	Removal of Concrete Pavement, All Depths	299	SY	\$9.00	\$2,691.00	\$14.26	\$4,263.74	\$27.30	\$8,162.70	\$15.00	\$4,485.00
202-B	Removal of Concrete Sidewalk	103	SY	\$9.00	\$927.00	\$11.25	\$1,158.75	\$14.80	\$1,524.40	\$15.00	\$1,545.00
202-B	Removal of Curb & Gutter, All Types	272	LF	\$5.00	\$1,360.00	\$10.00	\$2,720.00	\$9.00	\$2,448.00	\$15.00	\$4,080.00
202-B	Removal of Fence, All Types	40	LF	\$15.00	\$600.00	\$25.00	\$1,000.00	\$12.90	\$516.00	\$10.00	\$400.00
202-B	Removal of Inlet and Junction Box, All Types & Sizes	19	EA	\$500.00	\$9,500.00	\$500.00	\$9,500.00	\$750.00	\$14,250.00	\$900.00	\$17,100.00
202-B	Removal of Pipe, 8" And Above	2,195	LF	\$15.00	\$32,925.00	\$7.00	\$15,365.00	\$23.35	\$51,253.25	\$8.00	\$17,560.00
202-B	Removal of Traffic Stripe	60	LF	\$2.00	\$120.00	\$11.00	\$660.00	\$12.90	\$774.00	\$13.00	\$780.00
202-B	Removal of Traffic Stripe	16	SF	\$2.50	\$40.00	\$22.00	\$352.00	\$38.60	\$617.60	\$26.00	\$416.00
203-A	Unclassified Excavation, LVM, AH	110	CY	\$18.00	\$1,980.00	\$10.00	\$1,100.00	\$19.30	\$2,123.00	\$12.00	\$1,320.00
203-D	Muck Excavation, FM	1,393	CY	\$20.00	\$27,860.00	\$14.95	\$20,825.35	\$55.00	\$76,615.00	\$12.00	\$16,716.00
203-EX	Borrow Excavation, AH, LVM, Class B9	2,800	CY	\$20.00	\$56,000.00	\$16.00	\$44,800.00	\$30.00	\$84,000.00	\$34.00	\$95,200.00
203-G	Excess Excavation, LVM, AH	100	CY	\$20.00	\$2,000.00	\$13.00	\$1,300.00	\$29.00	\$2,900.00	\$12.00	\$1,200.00
211-B	Topsoil for Slope Treatment, Contractor Furnished	1,883	CY	\$25.00	\$47,075.00	\$20.00	\$37,660.00	\$55.25	\$104,035.75	\$45.00	\$84,735.00
215-A	Vegetative Materials for Mulch	4	TON	\$450.00	\$1,800.00	\$605.00	\$2,420.00	\$418.00	\$1,672.00	\$750.00	\$3,000.00
216-A	Solid Sodding	7,519	SY	\$6.00	\$45,114.00	\$8.25	\$62,031.75	\$7.25	\$54,512.75	\$13.00	\$97,747.00
219-A	Watering	151	KGAL	\$20.00	\$3,020.00	\$20.00	\$3,020.00	\$27.90	\$4,212.90	\$10.00	\$1,510.00
226-A	Temporary Grassing	2	ACRE	\$1,500.00	\$3,000.00	\$1,650.00	\$3,300.00	\$3,048.00	\$6,096.00	\$6,200.00	\$12,400.00
907-234-A	Temporary Silt Fence	5295	LF	\$5.00	\$26,475.00	\$4.50	\$23,827.50	\$4.20	\$22,239.00	\$5.00	\$26,475.00
237-A	Wattles, 20"	1,920	LF	\$7.00	\$13,440.00	\$8.00	\$15,360.00	\$6.40	\$12,288.00	\$5.00	\$9,600.00
246-A	Sandbags	100	LF	\$10.00	\$1,000.00	\$16.50	\$1,650.00	\$8.00	\$800.00	\$5.00	\$500.00
304-F	Size 610 Crushed Stone Base	1,335	TON	\$60.00	\$80,100.00	\$74.00	\$98,790.00	\$115.00	\$153,525.00	\$90.00	\$120,150.00
403-A	9.5mm, ST, Asphalt Pavement	321	TON	\$210.00	\$67,410.00	\$195.80	\$62,851.80	\$229.00	\$73,509.00	\$231.00	\$74,151.00
403-A	19mm, ST, Asphalt Pavement	549	TON	\$210.00	\$115,290.00	\$183.70	\$100,851.30	\$220.00	\$120,780.00	\$217.00	\$119,133.00
403-B	9.5mm, ST, Asphalt Pavement, Leveling	50	TON	\$210.00	\$10,500.00	\$242.00	\$12,100.00	\$356.00	\$17,800.00	\$286.00	\$14,300.00
406-A	Cold Milling of Bituminous Pavement, All Depths	1,690	SY	\$12.00	\$20,280.00	\$8.25	\$13,942.50	\$9.65	\$16,308.50	\$10.00	\$16,900.00
407-A	Asphalt for Tack Coat	333	GAL	\$8.00	\$2,664.00	\$4.40	\$1,465.20	\$5.15	\$1,714.95	\$5.00	\$1,665.00
601-A	Class "B" Structural Concrete	3	CY	\$2,500.00	\$6,250.00	\$1,961.00	\$4,902.50	\$2,800.00	\$7,000.00	\$1,151.00	\$2,877.50
601-B	Class "B" Structural Concrete, Minor Structures	82	CY	\$2,000.00	\$163,400.00	\$1,961.00	\$160,213.70	\$2,850.00	\$232,845.00	\$1,151.00	\$94,036.70
602-A	Reinforcing Steel	6,793	LBS	\$2.50	\$16,982.50	\$2.45	\$16,642.85	\$4.80	\$32,606.40	\$6.00	\$40,758.00
603-CA	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	320	LF	\$45.00	\$14,400.00	\$112.45	\$35,984.00	\$80.40	\$25,728.00	\$100.00	\$32,000.00
603-CA	24" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	950	LF	\$57.00	\$54,150.00	\$123.50	\$117,325.00	\$101.00	\$95,950.00	\$130.00	\$123,500.00
603-CA	36" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	446	LF	\$65.00	\$28,990.00	\$290.79	\$129,692.34	\$236.00	\$105,256.00	\$221.00	\$98,566.00
603-CE	22" x 13" Concrete Arch Pipe, Class A IV, Flexible Plastic Gaskets	244	LF	\$55.00	\$13,420.00	\$103.30	\$25,205.20	\$101.00	\$24,644.00	\$235.00	\$57,340.00
603-CE	44" x 27" Concrete Arch Pipe, Class A IV, Flexible Plastic Gaskets	274	LF	\$75.00	\$20,550.00	\$168.04	\$46,042.96	\$168.00	\$46,032.00	\$288.00	\$78,912.00
603-CF	22" x 13" Concrete Arch Pipe End Section	2	EA	\$600.00	\$1,200.00	\$900.00	\$1,800.00	\$1,100.00	\$2,200.00	\$5,340.00	\$10,680.00
603-CF	44" x 27" Concrete Arch Pipe End Section	4	EA	\$800.00	\$3,200.00	\$1,875.00	\$7,500.00	\$1,885.00	\$7,540.00	\$7,090.00	\$28,360.00
603-PE	18" Corrugated Polyethylene Pipe, Dual Wall, (Incl. Bedding)	180	LF	\$38.00	\$6,840.00	\$105.22	\$18,939.60	\$46.00	\$8,280.00	\$70.00	\$12,600.00
603-PP	36" Pretormed Polyethylene Drainage Catch Basin, (Incl. Bedding)	9	EA	\$1,250.00	\$11,250.00	\$5,835.76	\$52,521.84	\$9,325.00	\$83,925.00	\$7,300.00	\$65,700.00

BID TAB September 19, 2024 Project: Unified Neighborhood Infrastructure Improvements Phase I Project No. 12220-008				OPC		R&J Construction, Inc. PO Box 6 Laurel, MS 39441		Myers Underground Utilities 408 Ryan Road Hattiesburg, MS 39401		Grady Crawford Construction PO Box 967 Baton Rouge, LA 70821	
BASE BID											
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
603-SB	15" Branch Connections, Stub into Inlet	2	EA	\$200.00	\$400.00	\$2,000.00	\$4,000.00	\$1,440.00	\$2,880.00	\$2,200.00	\$4,400.00
603-SB	18" Branch Connections, Stub into Inlet	1	EA	\$500.00	\$500.00	\$2,000.00	\$2,000.00	\$2,185.00	\$2,185.00	\$2,600.00	\$2,600.00
603-SB	36" Branch Connections, Stub into Inlet	8	EA	\$750.00	\$6,000.00	\$2,000.00	\$16,000.00	\$3,185.00	\$25,480.00	\$4,700.00	\$37,600.00
604-A	Castings	1975	LBS	\$3.00	\$5,925.00	\$5.00	\$9,875.00	\$3.25	\$6,418.75	\$12.00	\$23,700.00
604-B	Gratings	2356	LBS	\$3.50	\$8,246.00	\$5.00	\$11,780.00	\$6.25	\$14,725.00	\$11.00	\$25,916.00
607-B	60" Type I, Chain Link Fence, Class 1	40	LF	\$25.00	\$1,000.00	\$81.13	\$3,245.20	\$61.00	\$2,440.00	\$50.00	\$2,000.00
608-A	Concrete Sidewalk, Without Reinforcement	970	SY	\$60.00	\$58,200.00	\$82.50	\$80,025.00	\$92.50	\$89,725.00	\$100.00	\$97,000.00
907-608-C	Detectable Warning Panels	132	SF	\$45.00	\$5,940.00	\$33.00	\$4,356.00	\$36.00	\$4,752.00	\$66.00	\$8,712.00
609-C	Concrete Integral Curb, Type 1	263	LF	\$45.00	\$11,835.00	\$44.00	\$11,572.00	\$42.00	\$11,046.00	\$39.00	\$10,257.00
609-D	Combination Concrete Curb and Gutter Type 1 Modified	2,017	LF	\$25.00	\$50,425.00	\$35.75	\$72,107.75	\$35.00	\$70,595.00	\$70.00	\$141,190.00
614-A	Concrete Driveway, Without Reinforcement, 6-inch Thickness	620	SY	\$90.00	\$55,800.00	\$99.00	\$61,380.00	\$92.60	\$57,412.00	\$115.00	\$71,300.00
614-A	Concrete Driveway, Without Reinforcement, 8-inch Thickness	32	SY	\$120.00	\$3,840.00	\$137.50	\$4,400.00	\$108.00	\$3,456.00	\$122.00	\$3,904.00
613-A	Adjustment of Castings, Gratings & Utility Appurtenances	8	EA	\$1,000.00	\$8,000.00	\$350.00	\$2,800.00	\$1,320.00	\$10,560.00	\$475.00	\$3,800.00
618-A	Maintenance of Traffic	1	LS	\$70,000.00	\$70,000.00	\$8,437.00	\$8,437.00	\$21,000.00	\$21,000.00	\$120,000.00	\$120,000.00
618-B	Additional Construction Signs	3	SF	\$10.00	\$30.00	\$10.00	\$30.00	\$77.00	\$231.00	\$85.00	\$255.00
619-D	Remove and Reset Signs, All Sizes	8	EA	\$100.00	\$800.00	\$150.00	\$1,200.00	\$161.00	\$1,288.00	\$55.00	\$440.00
620-A	Mobilization	1	LS	\$170,000.00	\$170,000.00	\$261,089.50	\$261,089.50	\$170,100.00	\$170,100.00	\$125,000.00	\$125,000.00
626-G	Thermoplastic Detail Stripe, Yellow, 6"	650	LF	\$5.00	\$3,250.00	\$7.70	\$5,005.00	\$6.45	\$4,192.50	\$10.00	\$6,500.00
626-H	Thermoplastic Legend, White (6" Equiv)	2,320	LF	\$10.00	\$23,200.00	\$10.45	\$24,244.00	\$7.70	\$17,864.00	\$13.00	\$30,160.00
630-A	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	32	SF	\$45.00	\$1,440.00	\$84.70	\$2,710.40	\$71.00	\$2,272.00	\$15.00	\$480.00
630-C	Steel U-Section Posts, 2.5 lb/ft	120	LF	\$20.00	\$2,400.00	\$18.70	\$2,244.00	\$24.50	\$2,940.00	\$10.00	\$1,200.00
699-A	Roadway Construction Stakes	1	LS	\$35,000.00	\$35,000.00	\$24,000.00	\$24,000.00	\$14,000.00	\$14,000.00	\$21,000.00	\$21,000.00
Total Roadway Items					\$1,460,565.50		\$1,825,901.89		\$2,113,704.05		\$2,210,982.20
SS1	8" SDR 26 PVC Sewer Pipe (0'-6') (Open Cut)	480	LF	\$55.00	\$26,400.00	\$100.63	\$48,302.40	\$44.60	\$21,408.00	\$75.00	\$36,000.00
SS2	8" SDR 26 PVC Sewer Pipe (6'- 8') (Open Cut)	176	LF	\$65.00	\$11,440.00	\$120.64	\$21,232.64	\$47.20	\$8,307.20	\$102.00	\$17,952.00
SS3	8" SDR 26 PVC Sewer Pipe (8'- 10') (Open Cut)	213	LF	\$70.00	\$14,910.00	\$195.64	\$41,671.32	\$49.75	\$10,596.75	\$144.00	\$30,672.00
SS4	8" SDR 26 PVC Sewer Pipe (10'- 12') (Open Cut)	56	LF	\$75.00	\$4,200.00	\$249.89	\$13,993.84	\$53.60	\$3,001.60	\$170.00	\$9,520.00
SS5	8" SDR 26 PVC Sewer Pipe (12'- 14') (Open Cut)	18	LF	\$80.00	\$1,440.00	\$468.19	\$8,427.42	\$77.35	\$1,392.30	\$285.00	\$5,130.00
SS6	Removal of Existing Sewer Line	903	LF	\$3.00	\$2,709.00	\$15.00	\$13,545.00	\$7.75	\$6,998.25	\$30.00	\$27,090.00
SS7	Tracer Wire System for Sewer	1	LS	\$1,000.00	\$1,000.00	\$2,838.00	\$2,838.00	\$2,890.00	\$2,890.00	\$13,750.00	\$13,750.00
SS8	48" Precast Concrete Sewer Manhole (0' - 6')	2	EA	\$4,500.00	\$9,000.00	\$3,170.00	\$6,340.00	\$3,815.00	\$7,630.00	\$4,100.00	\$8,200.00
SS9	48" Precast Concrete Sewer Manhole (8' - 10')	1	EA	\$5,500.00	\$5,500.00	\$4,442.00	\$4,442.00	\$5,210.00	\$5,210.00	\$6,000.00	\$6,000.00
SS10	48" Precast Concrete Sewer Manhole (10' - 12')	1	EA	\$7,000.00	\$7,000.00	\$5,779.00	\$5,779.00	\$5,785.00	\$5,785.00	\$7,300.00	\$7,300.00
SS11	48" Precast Concrete Sewer Manhole (12' - 14')	1	EA	\$8,500.00	\$8,500.00	\$7,329.00	\$7,329.00	\$6,405.00	\$6,405.00	\$8,300.00	\$8,300.00
SS12	Drop Manhole Assembly (All Depths)	1	EA	\$2,500.00	\$2,500.00	\$2,306.94	\$2,306.94	\$1,360.00	\$1,360.00	\$1,650.00	\$1,650.00
SS13	Demolition and Removal of Existing Manholes (All Types)	3	EA	\$850.00	\$2,550.00	\$600.00	\$1,800.00	\$601.00	\$1,803.00	\$925.00	\$2,775.00
SS14	4" Sanitary Sewer Service Cleanout Assembly	4	EA	\$650.00	\$2,600.00	\$1,138.16	\$4,552.64	\$696.00	\$2,784.00	\$812.00	\$3,248.00
SS15	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	100	LF	\$35.00	\$3,500.00	\$80.75	\$8,075.00	\$21.00	\$2,100.00	\$43.00	\$4,300.00
SS16	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	140	LF	\$45.00	\$6,300.00	\$74.73	\$10,462.20	\$25.40	\$3,556.00	\$49.00	\$6,860.00
SS17	8"x8"x6" PVC Service Tee	4	EA	\$350.00	\$1,400.00	\$276.65	\$1,106.60	\$550.00	\$2,200.00	\$258.00	\$1,032.00
SS18	Existing Sewer Service Investigation	3	EA	\$200.00	\$600.00	\$2,500.00	\$7,500.00	\$444.00	\$1,332.00	\$450.00	\$1,350.00
Total Sewer Items					\$111,549.00		\$209,704.00		\$94,759.10		\$191,129.00

BID TAB September 19, 2024 Project: Unified Neighborhood Infrastructure Improvements Phase I Project No. 12220-008				OPC		R&J Construction, Inc. PO Box 6 Laurel, MS 39441		Myers Underground Utilities 408 Ryan Road Hattiesburg, MS 39401		Grady Crawford Construction PO Box 967 Baton Rouge, LA 70821	
BASE BID											
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
W1	2" Class 200 PVC Water Pipe (Open Cut)	40	LF	\$60.00	\$2,400.00	\$52.75	\$2,110.00	\$30.40	\$1,216.00	\$30.00	\$1,200.00
W2	4" Class 350 Ductile Iron Water Pipe (Open Cut)	10	LF	\$65.00	\$650.00	\$249.16	\$2,491.60	\$73.30	\$733.00	\$82.00	\$820.00
W3	6" Class 350 Ductile Iron Water Pipe (Open Cut)	1,040	LF	\$70.00	\$72,800.00	\$92.17	\$95,856.80	\$52.00	\$54,080.00	\$95.00	\$98,800.00
W4	Tracer Wire System for Water	1	LS	\$1,500.00	\$1,500.00	\$1,468.78	\$1,468.78	\$1,731.00	\$1,731.00	\$9,500.00	\$9,500.00
W5	Cut and Cap Existing Water Lines	4	EA	\$500.00	\$2,000.00	\$65.79	\$263.16	\$1,060.00	\$4,240.00	\$500.00	\$2,000.00
W6	Connection: Prop 6" WL to Prop 4" WL (Coupling & other fittings)	1	EA	\$1,200.00	\$1,200.00	\$768.91	\$768.91	\$1,950.00	\$1,950.00	\$1,365.00	\$1,365.00
W7	Connection: Prop 2" WL to Prop 6" WL (Hot Tap w/ Valve & other fittings)	2	EA	\$5,000.00	\$10,000.00	\$2,171.90	\$4,343.80	\$3,950.00	\$7,900.00	\$4,600.00	\$9,200.00
W8	Connection: Prop 4" WL to Exist 6" WL (Hot Tap w/ Valve & other fittings)	1	EA	\$5,000.00	\$5,000.00	\$4,727.55	\$4,727.55	\$3,420.00	\$3,420.00	\$7,620.00	\$7,620.00
W9	Connection: Prop 6" WL to Exist 10" WL (Hot Tap w/ Valve & other fittings)	1	EA	\$5,000.00	\$5,000.00	\$5,632.17	\$5,632.17	\$4,050.00	\$4,050.00	\$10,511.00	\$10,511.00
W10	6" Gate Valve	3	EA	\$2,100.00	\$6,300.00	\$3,706.43	\$11,119.29	\$2,000.00	\$6,000.00	\$2,140.00	\$6,420.00
W11	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	5	EA	\$550.00	\$2,750.00	\$1,122.83	\$5,614.15	\$566.00	\$2,830.00	\$670.00	\$3,350.00
W12	Residential Service Tubing (Open Cut) (All Sizes)	370	LF	\$8.00	\$2,960.00	\$27.60	\$10,212.00	\$13.50	\$4,995.00	\$20.00	\$7,400.00
W13	Remove and Reset Water Meter	5	EA	\$1,000.00	\$5,000.00	\$1,120.07	\$5,600.35	\$695.00	\$3,475.00	\$165.00	\$825.00
Total Water Items					\$117,560.00		\$150,208.56		\$96,620.00		\$159,011.00
Bid Total:					\$1,689,674.50 *		\$2,185,814.45		\$2,305,083.15		\$2,561,122.20

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on September 12, 2024, and that said tabulation is true and correct to the best of my belief.



Lou Thomas, P.E.

Comments: * Mathematical correction



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, November 5, 2024

Re: Acknowledge bids received on September 19, 2024, for the Innswood Drainage Improvements Phase I Project and accept the bid from Glenn W. Leonard, Inc. in the amount of \$1,258,294.50 as the lowest and best bid and authorize the Mayor to execute construction contracts and all necessary agreements for related purposes.
File Number: 2024-628
Minute Book #

Summary

Acknowledge bids received on September 19, 2024, for the Innswood Drainage Improvements Phase I Project and accept the bid from Glenn W. Leonard, Inc. in the amount of \$1,258,294.50 as the lowest and best bid and authorize the Mayor to execute construction contracts and all necessary agreements for related purposes.

Recommendation Statement

I recommend approval of this item.

Please place this on the November 5, 2024 City Council meeting for consideration.

BID TAB September 19, 2024				OPC		Glynn W. Leonard, Inc 63 West Oakvale Rd. Mount Olive, MS 39119	
Project: Innswood Drainage Improvements Phase I Project No. 12237.001							
BASE BID							
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount
1	CLEARING AND GRUBBING	1	LS	\$20,000.00	\$20,000.00	\$85,000.00	\$85,000.00
2	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	511	SY	\$30.00	\$15,330.00	\$12.50	\$6,387.50
3	REMOVAL OF CONCRETE DRIVEWAYS, ALL DEPTHS	27	SY	\$35.00	\$945.00	\$100.00	\$2,700.00
4	REMOVAL OF CURB AND GUTTER, ALL TYPES	415	LF	\$20.00	\$8,300.00	\$10.00	\$4,150.00
5	REMOVAL OF PIPE, 8" AND ABOVE	28	LF	\$20.00	\$560.00	\$50.00	\$1,400.00
6	REMOVAL OF BOX CULVERT	167	LF	\$100.00	\$16,700.00	\$120.00	\$20,040.00
7	REMOVAL OF CURB INLETS	3	EA	\$2,500.00	\$7,500.00	\$1,750.00	\$5,250.00
8	REMOVAL OF CONCRETE PAVED DITCH	247	SY	\$50.00	\$12,350.00	\$44.00	\$10,868.00
9	UNCLASSIFIED EXCAVATION, AH, LVM	841	CY	\$20.00	\$16,820.00	\$29.00	\$24,389.00
10	EXCESS EXCAVATION, LVM, AH	165	CY	\$25.00	\$4,125.00	\$21.00	\$3,465.00
11	SOLID SODDING, CENTIPEDE	450	SY	\$10.00	\$4,500.00	\$12.00	\$5,400.00
12	CONCRETE PAVED DITCH	51	CY	\$2,000.00	\$102,000.00	\$775.00	\$39,525.00
13	TEMPORARY SILT FENCE	1,000	LF	\$8.00	\$8,000.00	\$6.00	\$6,000.00
14	WATTLES, 20"	500	LF	\$8.00	\$4,000.00	\$12.00	\$6,000.00
15	CRUSHED STONE BASE, SIZE 610	270	TON	\$80.00	\$21,600.00	\$95.00	\$25,650.00
16	9.5 mm, ST, ASPHALT PAVEMENT	60	TON	\$300.00	\$18,000.00	\$245.00	\$14,700.00
17	19 mm, ST, ASPHALT PAVEMENT	130	TON	\$300.00	\$39,000.00	\$245.00	\$31,850.00
18	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	130	SY	\$25.00	\$3,250.00	\$50.00	\$6,500.00
19	CLASS B STRUCTURAL CONCRETE, MINOR STUCTURES	5	CY	\$3,000.00	\$15,000.00	\$3,500.00	\$17,500.00
20	CLASS B STRUCTURAL CONCRETE	387	CY	\$1,000.00	\$387,000.00	\$1,450.00	\$561,150.00
21	REINFORCING STEEL	48,515	LB	\$3.50	\$169,802.50	\$2.00	\$97,030.00
22	18" REINFORCED CONCRETE PIPE, RUBBER TYPE GASKETS	60	LF	\$100.00	\$6,000.00	\$54.00	\$3,240.00
23	CASTINGS	158	LB	\$10.00	\$1,580.00	\$7.00	\$1,106.00
24	GRATINGS	400	LB	\$10.00	\$4,000.00	\$7.00	\$2,800.00
25	15" BRANCH CONNECTIONS, STUB INTO BOX CULVERT	2	EA	\$3,500.00	\$7,000.00	\$850.00	\$1,700.00
26	18" BRANCH CONNECTIONS, STUB INTO BOX CULVERT	3	EA	\$4,000.00	\$12,000.00	\$850.00	\$2,550.00
27	CONCRETE DRIVEWAY WITHOUT REINFORCEMENT	27	SY	\$100.00	\$2,700.00	\$190.00	\$5,130.00
28	COMBINATION CONCRETE CURB AND GUTTER	418	SY	\$30.00	\$12,540.00	\$156.00	\$65,208.00
29	MAINTENANCE OF TRAFFIC	1	LS	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00
30	GROUTED RIPRAP	178	SY	\$150.00	\$26,700.00	\$77.00	\$13,706.00
31	LOOSE RIPRAP, 100#	150	TON	\$120.00	\$18,000.00	\$110.00	\$16,500.00
32	GEOTEXTILE FABRIC UNDER RIPRAP, TYPE V, AOS 0.21-0.43	280	SY	\$7.00	\$1,960.00	\$5.00	\$1,400.00
33	MOBILIZATION	1	LS	\$75,000.00	\$75,000.00	\$150,000.00	\$150,000.00
Bid Total:					\$1,057,262.50		\$1,258,294.50

Comments:

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on September 19, 2024, and that said tabulation is true and correct to the best of my belief.

Nicholas M. Connolly, P.E., P.L.S.

Glynn W. Leonard, Inc.
63 West Oakvale Road
Mount Olive, MS 39119

Project #: Innswood Drainage
Improvements
Phase 1

City of Hattiesburg, MS

Bid Date: 9/19/24

Bid Time: 10:00 A.M.

COR: 02163

INNSWOOD DRAINAGE IMPROVEMENTS
PHASE I
HATTIESBURG, MS

Hattiesburg, MS City Hall
Hattiesburg, MS

FILED

SEP 19 2024

BY *Hot* CITY CLERK
DEPUTY CLERK

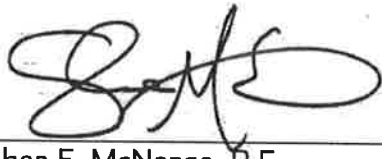
ADDENDUM No. 1
to the
CONTRACT DOCUMENTS and SPECIFICATIONS
for the
INNSWOOD DRAINAGE IMPROVEMENTS PHASE I
CITY of HATTIESBURG

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

CHANGE No. 1 - The bid opening date and time shall be changed for the project. The new date and time are August 22, 2024, at 10:00 A.M.

SHOWS, DEARMAN & WAITS, INC.

by:



Shea E. McNease, P.E.

Dated this 8rd day of July, 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:

Glynn W. LEONARD, INC.

Signature:

[Handwritten Signature]

Title:

President



ADDENDUM No. 2
to the
CONTRACT DOCUMENTS and SPECIFICATIONS
for the
INNSWOOD DRAINAGE IMPROVEMENTS PHASE I
CITY of HATTIESBURG

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

CHANGE No. 1 - The bid opening date and time shall be changed for the project. The new date and time are September 19, 2024, at 10:00 A.M.

SHOWS, DEARMAN & WAITS, INC.

by:



Shea E. McNease, P.E.

Dated this 16th day of August, 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: Glynn W. Leonard, Inc.

Signature: Lance Leonard

Title: President



ADDENDUM No. 3
to the
SPECIFICATIONS and CONTRACT DOCUMENTS
for
INNSWOOD DRAINAGE IMPROVEMENTS PHASE I
for the
CITY of HATTIESBURG

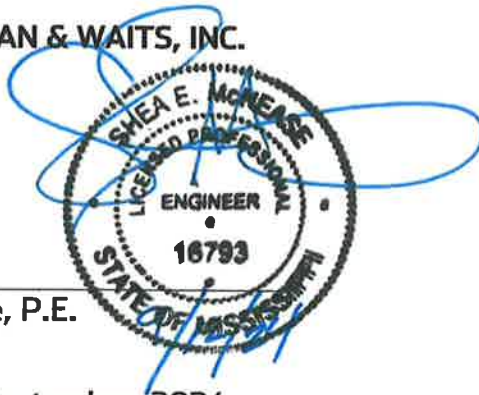
The following attached modifications are to be made to the specifications and contract documents for the above captioned project:

- CHANGE No. 1 -** Replace Plan Sheet 01 from the Plans (Contract Documents) with the attached Plan Sheet 01.
- CHANGE No. 2 -** Add the attached Plan Sheet 04A to the Plans (Contract Documents).
- CHANGE No. 3 -** Add the attached Plan Sheet 04B to the Plans (Contract Documents).
- CHANGE No. 4 -** Replace the entire Proposal from the Specifications and Contract Documents with the Attached revised Proposal.

SHOWS, DEARMAN & WAITS, INC.

by:

Shea E. McNease, P.E.



Dated this 12th day of September, 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:

Glynn W. Leonard, Inc.

Signature:

Glynn W. Leonard

Title:

President





Engineering Progress

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

INNSWOOD DRAINAGE IMPROVEMENTS PHASE I

FOR THE

CITY OF HATTIESBURG

JUNE 2024

PREPARED BY:

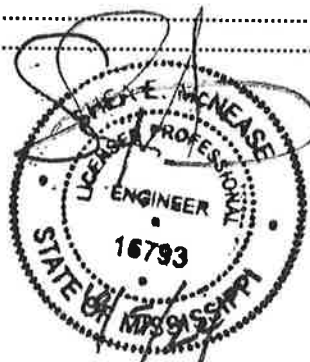


SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

2

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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 July 18, 2024 in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

INNSWOOD DRAINAGE IMPROVEMENTS PHASE I HATTIESBURG, MISSISSIPPI

Official bid documents can be downloaded from www.sd-wprojects.com. Electronic bids can be submitted at www.sd-wprojects.com. For any questions relating to the electronic bidding process, please call Plan House at 662-407-0193. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi. 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: INNSWOOD DRAINAGE IMPROVEMENTS PHASE I HATTIESBURG, MISSISSIPPI

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

PUBLISHED by Order of the Council on the 7th day of May A.D., 2024.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on June 13, 2024 and June 20, 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 July 18, 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 INNSWOOD DRAINAGE IMPROVEMENTS PHASE I, Hattiesburg, Mississippi and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable. If forwarded by mail, the sealed BID shall be included in a delivery package addressed to the Owner at 200 Forrest Street, Hattiesburg, MS 39401.

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

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

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

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

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

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsive, responsible BIDDERS upon request of the BIDDER. When the Agreement is executed the BONDS of the two remaining unsuccessful BIDDERS will be returned upon request of the BIDDER.

The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned upon request of the BIDDER. A certified check may be used in lieu of a BID BOND.

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

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

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

The OWNER within thirty (30) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within thirty (30) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the thirty (30) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

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

The contract time stipulated, will be strictly enforced, if the CONTRACTOR fails to complete the work within the time stipulated, a deduction will be made of \$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

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 B (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. 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.

I. 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.

J. 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. 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.

K. 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.

L. 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—

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. 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."

M. 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.

N. 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.

- a. 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.
- b. 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:
- c. 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;
- d. 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;
- e. 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
- f. 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.

- a. 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.
- b. 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.

- a. 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.
- b. 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.

- c. Subcontracts. The CONTRACTOR shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

O. 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.

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.

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Lincoln Road Stormwater Retention Facility

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project consists of the construction of a 15-acre detention pond near the intersection of Lincoln Road and S. 28th Ave. Additionally, the Project will include drainage improvements to the tributary between Sangria Drive and S. 34th Avenue.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. On or about June 4, 2024, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. On or about June 27, 2024, advertise each construction contract for bids;
- d. On or about July 24, 2024, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;

- e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

ATTACHMENT B

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, Glynn W. Leonard, Inc, certifies the above Attachment B, Subaward Terms and Conditions for Contracted Parties.



[Signature]
Signature of Contractor's Authorized Official

Lance Leonard, President
Name and Title of Contractor's Authorized Official

9/19/24
Date

EXHIBIT A

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.
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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. 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, Glynn W. Leonard, 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.

Lance Leonard
Signature of Contractor's Authorized Official



Lance Leonard, President
Name and Title of Contractor's Authorized Official

64-0478567
Contractor's Employer Identification Number (EIN)

9/19/24
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.

Glynn W. Leonard, Jr.
Business Name



By Lance Leonard, Pres.
Name and Title of Authorized Representative

Lance Leonard
Signature of Authorized Representative

9/19/24
Date

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.

SPECIAL PROVISION NO. 907-109-5

CODE: (IS)

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: Innswood Drainage Improvements Phase I

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 9 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 9 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.

200 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,

Glynn W. Leonard
Bidding Company

Lance Leonard

Authorized by:

63 West Oakvale Rd.

Mt. Olive, MS 39119
ADDRESS



INNSWOOD DRAINAGE IMPROVEMENTS PHASE I

Item No.	Description	Unit	Quantity	Unit Price	Extension
1	CLEARING AND GRUBBING	LS	1	\$85,000	85,000
2	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	SY	511	\$12.50	6,387.50
3	REMOVAL OF CONCRETE DRIVEWAYS, ALL DEPTHS	SY	27	100.00	2,700.00
4	REMOVAL OF CURB AND GUTTER, ALL TYPES	LF	415	10.00	4,150.00
5	REMOVAL OF PIPE, 8" AND ABOVE	LF	28	50.00	1,400.00
6	REMOVAL OF BOX CULVERT	LF	167	120.00	20,040.00
7	REMOVAL OF CURB INLETS	EA	3	1750.00	5,250.00
8	REMOVAL OF CONCRETE PAVED DITCH	SY	247	44.00	10,868.00
9	UNCLASSIFIED EXCAVATION, AH, LVM	CY	841	29.00	24,389.00
10	EXCESS EXCAVATION, LVM, AH	CY	165	21.00	3,465.00
11	SOLID SODDING, CENTIPEDE	SY	450	12.00	5,400.00
12	CONCRETE PAVED DITCH	CY	51	775.00	39,525.00
13	TEMPORARY SILT FENCE	LF	1,000	6.00	6,000.00
14	WATTLES, 20"	LF	500	12.00	6,000.00
15	CRUSHED STONE BASE, SIZE 610	TON	270	95.00	25,650.00
16	9.5 mm, ST, ASPHALT PAVEMENT	TON	60	245.00	14,700.00
17	19 mm, ST, ASPHALT PAVEMENT	TON	130	245.00	31,850.00
18	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	SY	130	50.00	6,500.00
19	CLASS B STRUCTURAL CONCRETE, MINOR STRUCTURES	CY	5	3500.00	17,500.00
20	CLASS B STRUCTURAL CONCRETE	CY	387	1450.00	56,115.00
21	REINFORCING STEEL	LB	48,515	2.00	97,030.00
22	18" REINFORCED CONCRETE PIPE, RUBBER TYPE GASKETS	LF	60	54.00	3,240.00

3465

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23	CASTINGS	LB	158	\$ 7 ⁰⁰ —	\$ 1106 ⁰⁰ —
24	GRATINGS	LB	400	\$ 7 ⁰⁰ —	\$ 2800 ⁰⁰ —
25	15" BRANCH CONNECTIONS, STUB INTO BOX CULVERT	EA	2	\$ 850 ⁰⁰ —	\$ 1700 ⁰⁰ —
26	18" BRANCH CONNECTIONS, STUB INTO BOX CULVERT	EA	3	\$ 850 ⁰⁰ —	\$ 2550 ⁰⁰ —
27	CONCRETE DRIVEWAY WITHOUT REINFORCEMENT	SY	27	\$ 190 ⁰⁰ —	\$ 5130 ⁰⁰ —
28	COMBINATION CONCRETE CURB AND GUTTER	SY	418	\$ 156 ⁰⁰ —	\$ 65208 ⁰⁰ —
29	MAINTENANCE OF TRAFFIC	LS	1	\$ 20,000 ⁰⁰ —	\$ 20,000 ⁰⁰ —
30	GROUTED RIPRAP	SY	178	\$ 77 ⁰⁰ —	\$ 13,706 ⁰⁰ —
31	LOOSE RIPRAP, 100#	TON	150	\$ 110 ⁰⁰ —	\$ 16,500 ⁰⁰ —
32	GEOTEXTILE FABRIC UNDER RIPRAP, TYPE V, AOS 0.21-0.43	SY	280	\$ 5 ⁰⁰ —	\$ 1,400 ⁰⁰ —
33	MOBILIZATION	LS	1	\$ 150,000 ⁰⁰ —	\$ 150,000 ⁰⁰ —
TOTAL:				\$ 1258295 ⁰⁰ —	\$ 1,258,294.50



Glyn W. LEONARD, Inc.
By: Lamar Leonard

Bid Respectfully Submitted, Name of Firm or Bidder:

INNSWOOD DRAINAGE IMPROVEMENTS PHASE I

Item No.	Description	Unit	Quantity	Unit Price	Extension
1	CLEARING AND GRUBBING	LS	1		
2	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	SY	511	25 ⁰⁰	12,775 ⁰⁰
3	REMOVAL OF CONCRETE DRIVEWAYS, ALL DEPTHS	SY	27	90 ⁰⁰	2,430 ⁰⁰
4	REMOVAL OF CURB AND GUTTER, ALL TYPES	LF	415	10 ⁰⁰	4,150 ⁰⁰
5	REMOVAL OF PIPE, 8" AND ABOVE	LF	28	25 ⁰⁰	700 ⁰⁰
6	REMOVAL OF BOX CULVERT	LF	167	110 ⁰⁰	18,370 ⁰⁰
7	REMOVAL OF CURB INLETS	EA	3	1500 ⁰⁰	4,500 ⁰⁰
8	REMOVAL OF CONCRETE PAVED DITCH	SY	247	22 ⁰⁰	5,434 ⁰⁰
9	UNCLASSIFIED EXCAVATION, AH, LVM	CY	755	35 ⁰⁰	26,425 ⁰⁰
10	EXCESS EXCAVATION, LVM, AH	CY	165	35 ⁰⁰	5,775 ⁰⁰
11	SOLID SODDING, CENTIPEDE	SY	450	10 ⁰⁰	4,500 ⁰⁰
12	CONCRETE PAVED DITCH	CY	35	815 ⁰⁰	28,525 ⁰⁰
13	TEMPORARY SILT FENCE	LF	1,000	6 ⁰⁰	6,000 ⁰⁰
14	WATTLES, 20"	LF	500	12 ⁰⁰	6,000 ⁰⁰
15	CRUSHED STONE BASE, SIZE 610	TON	270	125 ⁰⁰	33,750 ⁰⁰
16	9.5 mm, ST, ASPHALT PAVEMENT	TON	60		
17	19 mm, ST, ASPHALT PAVEMENT	TON	130		
18	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	SY	130		
19	CLASS B STRUCTURAL CONCRETE, MINOR STRUCTURES	CY	5	3500 ⁰⁰	17,500 ⁰⁰
20	CLASS B STRUCTURAL CONCRETE	CY	387	2,000 ⁰⁰	774,000 ⁰⁰
21	REINFORCING STEEL	LB	48,515	3	145,545 ⁰⁰
22	18" REINFORCED CONCRETE PIPE, RUBBER TYPE GASKETS	LF	60		

23	CASTINGS	LB	158	6 ⁰⁰	948 ⁰⁰
24	GRATINGS	LB	400	6 ⁰⁰	2400 ⁰⁰
25	15" BRANCH CONNECTIONS, STUB INTO BOX CULVERT	EA	2	850 ⁰⁰	1700 ⁰⁰
26	18" BRANCH CONNECTIONS, STUB INTO BOX CULVERT	EA	3	850 ⁰⁰	2550 ⁰⁰
27	CONCRETE DRIVEWAY WITHOUT REINFORCEMENT	SY	27	150 ⁰⁰	4050 ⁰⁰
28	COMBINATION CONCRETE CURB AND GUTTER	SY	418		
29	MAINTENANCE OF TRAFFIC	LS	1	10,000 ⁰⁰	10,000 ⁰⁰
30	GROUTED RIPRAP	SY	178	80 ⁰⁰	14,240 ⁰⁰
31	MOBILIZATION	LS	1		
				TOTAL:	

Bid Respectfully Submitted, Name of Firm or Bidder:

Glynn W. LEONARD, INC.



AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

**Glynn W Leonard Inc.
63 West Oakvale Road
Mount Olive, MS 39119**

SURETY:

(Name, legal status and principal place of business)

**West Bend Insurance Company
1900 South 18th Avenue
West Bend, WI 53095**

OWNER:

(Name, legal status and address)

City of Hattiesburg, MS

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent (5%) of the Amount Bid-----

PROJECT:

(Name, location or address, and Project number, if any)

Innswood Drainage Improvements Phase I

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of September, 2024

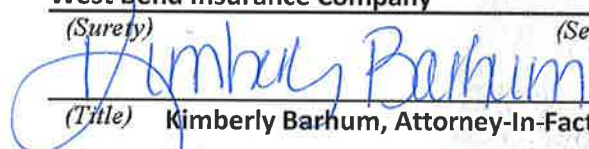
Daniel Heath
(Witness)

Glynn W Leonard Inc.
(Contractor as Principal)
Glynn W Leonard, President
(Title)



Aimee Lethier
(Witness)

West Bend Insurance Company
(Surety) (Seal)
Kimberly Barhum
(Title) Kimberly Barhum, Attorney-In-Fact





Bond No. n/a

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Kimberly Barhum, Chris Boone, Jim Brashier, Jr, Lisa Butler, Debbie Dunaway, David Fortenberry, Dewey Mason,
Patrick Mason, Markham McKnight, Charlotte Ramsey, Kathleen Scarborough

lawful Attorney(s)-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, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Julie Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 19th day of September, 2024



Christopher C. Zwygart
Christopher C. Zwygart
Secretary

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:

INNSWOOD DRAINAGE IMPROVEMENTS PHASE I HATTIESBURG, MISSISSIPPI

NOW, THEREFORE,

(a) If said BID shall be rejected, or

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

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

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

PRINCIPAL

SURETY

BY:

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

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20__ by and between _____ hereinafter called the CONTRACTOR, the City of Hattiesburg hereinafter called the OWNER, Witnesseth that the CONTRACTOR and the OWNER, for the consideration hereafter named and agrees as follows.

ARTICLE 1: SCOPE OF WORK

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

INNSWOOD DRAINAGE IMPROVEMENTS PHASE I HATTIESBURG, MISSISSIPPI

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

ARTICLE 2: THE CONTRACT SUM

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

ARTICLE 3: TIME OF COMPLETION

The CONTRACTOR agrees, for the consideration above expressed, to begin and complete the work within the time specified in the Proposal. If the CONTRACTOR fails to complete the work in the time specified, he shall pay the OWNER as **liquidated damages**, ascertained and agreed, and not in the nature of a penalty, the sum of **\$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 with 2 C.F.R. § 200 et seq.	Payment Bond
Technical Specifications	Performance Bond

Drawings

Addenda

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the "General Conditions" such amounts as required by the "Contract Documents."
7. This "Contract Agreement" shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
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:

Glynn W. LEONARD

Lucas Leonard

President



ATTEST

Victoria Hoang

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 **INNSWOOD DRAINAGE IMPROVEMENTS PHASE I,
HATTIESBURG, MISSISSIPPI** as shown on Plans and specified thereby in the
Specifications, Proposal and other Contract Documents hereto attached.

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

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

PROVIDED FURTHER, that if Principal, or his, or its subcontractor or

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

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

(SEAL)

WITNESSES:

PRINCIPAL

ADDRESS

Name of person executing for Principal

TITLE

SURETY

ADDRESS

WITNESSES:

Name of person executing for Surety

TITLE

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

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

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

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

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

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

APPROVAL: Accept as satisfactory.

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

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

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

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

CONTRACT DOCUMENTS: The Agreement, Addenda, Instruction's to Bidders, CONTRACTOR'S BID, the Bonds, the Notice of Award, these General Conditions,

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, 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

shrubby 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 Contractors firm is Incorporated.
9. FINAL CLEANING:
At close out time clean and re-clean entire work to normal level for "FIRST CLASS" maintenance/cleaning.

TECHNICAL SPECIFICATIONS

1. Applicable Specifications

The Technical Specifications entitled Mississippi Standard Specifications for Road and Bridge Construction, 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.



Engineering Progress

September 30, 2024

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

Attn: Marybeth Bergin, P.E.

**Re: Innswood Drainage Improvements Phase I
City of Hattiesburg, MS**

Dear Marybeth:

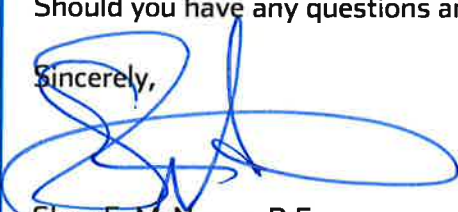
We have certified the enclosed bid tabulation which represents all bids that were received and opened at 10:00 a.m. on September 19, 2024, for the above referenced project.

Glynn W. Leonard, Inc. of Mount Olive, MS was the sole bidder in the amount of One Million, Two Hundred Fifty-Eight Thousand, Two Hundred Ninety-Four Dollars and Fifty Cents (\$1,258,294.50).

Enclosed is a copy of the original bid from Glynn W. Leonard, Inc.

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

Sincerely,



Shea E. McNease, P.E.
Project Engineer

/sm

BID TAB				September 19, 2024		OPC		Glynn W. Leonard, Inc 63 West Oakvale Rd. Mount Olive, MS 39119	
Project: Innswood Drainage Improvements Phase I									
Project No. 12237.001									
BASE BID									
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	CLEARING AND GRUBBING	1	LS	\$20,000.00	\$20,000.00	\$85,000.00	\$85,000.00		
2	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	511	SY	\$30.00	\$15,330.00	\$12.50	\$6,387.50		
3	REMOVAL OF CONCRETE DRIVEWAYS, ALL DEPTHS	27	SY	\$35.00	\$945.00	\$100.00	\$2,700.00		
4	REMOVAL OF CURB AND GUTTER, ALL TYPES	415	LF	\$20.00	\$8,300.00	\$10.00	\$4,150.00		
5	REMOVAL OF PIPE, 8" AND ABOVE	28	LF	\$20.00	\$560.00	\$50.00	\$1,400.00		
6	REMOVAL OF BOX CULVERT	167	LF	\$100.00	\$16,700.00	\$120.00	\$20,040.00		
7	REMOVAL OF CURB INLETS	3	EA	\$2,500.00	\$7,500.00	\$1,750.00	\$5,250.00		
8	REMOVAL OF CONCRETE PAVED DITCH	247	SY	\$50.00	\$12,350.00	\$44.00	\$10,868.00		
9	UNCLASSIFIED EXCAVATION, AH, LVM	841	CY	\$20.00	\$16,820.00	\$29.00	\$24,389.00		
10	EXCESS EXCAVATION, LVM, AH	165	CY	\$25.00	\$4,125.00	\$21.00	\$3,465.00		
11	SOLID SODDING, CENTIPEDE	450	SY	\$10.00	\$4,500.00	\$12.00	\$5,400.00		
12	CONCRETE PAVED DITCH	51	CY	\$2,000.00	\$102,000.00	\$775.00	\$39,525.00		
13	TEMPORARY SILT FENCE	1,000	LF	\$8.00	\$8,000.00	\$6.00	\$6,000.00		
14	WATTLES, 20"	500	LF	\$8.00	\$4,000.00	\$12.00	\$6,000.00		
15	CRUSHED STONE BASE, SIZE 610	270	TON	\$80.00	\$21,600.00	\$95.00	\$25,650.00		
16	9.5 mm, ST, ASPHALT PAVEMENT	60	TON	\$300.00	\$18,000.00	\$245.00	\$14,700.00		
17	19 mm, ST, ASPHALT PAVEMENT	130	TON	\$300.00	\$39,000.00	\$245.00	\$31,850.00		
18	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	130	SY	\$25.00	\$3,250.00	\$50.00	\$6,500.00		
19	CLASS B STRUCTURAL CONCRETE, MINOR STRUCTURES	5	CY	\$3,000.00	\$15,000.00	\$3,500.00	\$17,500.00		
20	CLASS B STRUCTURAL CONCRETE	387	CY	\$1,000.00	\$387,000.00	\$1,450.00	\$561,150.00		
21	REINFORCING STEEL	48,515	LB	\$3.50	\$169,802.50	\$2.00	\$97,030.00		
22	18" REINFORCED CONCRETE PIPE, RUBBER TYPE GASKETS	60	LF	\$100.00	\$6,000.00	\$54.00	\$3,240.00		
23	CASTINGS	158	LB	\$10.00	\$1,580.00	\$7.00	\$1,106.00		
24	GRATINGS	400	LB	\$10.00	\$4,000.00	\$7.00	\$2,800.00		
25	15" BRANCH CONNECTIONS, STUB INTO BOX CULVERT	2	EA	\$3,500.00	\$7,000.00	\$850.00	\$1,700.00		
26	18" BRANCH CONNECTIONS, STUB INTO BOX CULVERT	3	EA	\$4,000.00	\$12,000.00	\$850.00	\$2,550.00		
27	CONCRETE DRIVEWAY WITHOUT REINFORCEMENT	27	SY	\$100.00	\$2,700.00	\$190.00	\$5,130.00		
28	COMBINATION CONCRETE CURB AND GUTTER	418	SY	\$30.00	\$12,540.00	\$156.00	\$65,208.00		
29	MAINTENANCE OF TRAFFIC	1	LS	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00		
30	GROUTED RIPRAP	178	SY	\$150.00	\$26,700.00	\$77.00	\$13,706.00		
31	LOOSE RIPRAP, 100#	150	TON	\$120.00	\$18,000.00	\$110.00	\$16,500.00		
32	GEOTEXTILE FABRIC UNDER RIPRAP, TYPE V, AOS 0.21-0.43	280	SY	\$7.00	\$1,960.00	\$5.00	\$1,400.00		
33	MOBILIZATION	1	LS	\$75,000.00	\$75,000.00	\$150,000.00	\$150,000.00		
Bid Total:					\$1,057,262.50		\$1,258,294.50		

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on September 19, 2024, and that said tabulation is true and correct to the best of my belief.

Nicholas M. Connolly, P.E., P.L.S.

Comments:



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones, Chief Administrative Officer
cc:
Date: Tuesday, November 5, 2024
Re: Approve Agreement between the City of Hattiesburg and Pine Belt Regional Solid Waste Management Authority for the disposal of municipal solid waste; and Declare and Confirm the City of Hattiesburg's membership in the Authority as per Agreement and authorize the Mayor to execute the same.
File Number: 2024-633
Minute Book #

Summary

Approve Agreement between the City of Hattiesburg and Pine Belt Regional Solid Waste Management Authority for the disposal of municipal solid waste; and Declare and Confirm the City of Hattiesburg's membership in the Authority as per agreement.

Recommendation Statement

I recommend that this agreement be approved

Please place this on the November 5, 2024 City Council meeting for consideration.

SOLID WASTE DISPOSAL SERVICE AGREEMENT

BETWEEN

**PINE BELT REGIONAL SOLID
WASTE MANAGEMENT AUTHORITY**

AND

THE CITY OF HATTIESBURG, MISSISSIPPI

SOLID WASTE DISPOSAL SERVICE AGREEMENT

THIS SOLID WASTE DISPOSAL SERVICE AGREEMENT (the "Agreement"), is made and entered into this ____ day of _____, 2024, between the **Pine Belt Regional Solid Waste Management Authority** (the "Authority"), a political subdivision organized and existing under the laws of the State of Mississippi (§ 17-17-301 et seq. Miss. Code of 1972 as amended) (the "Act"), and the **City of Hattiesburg, Mississippi** (the "Unit of Local Government").

BACKGROUND

WHEREAS, the Authority owns, and will continue to operate, maintain, and expand or cause to be operated, maintained, and expanded a Municipal Solid Waste Facility for disposing of Municipal Solid Waste all in accordance with the terms and conditions hereof, and may design, construct, operate and maintain additional transfer stations.

WHEREAS, the Unit of Local Government is willing to enter into this Agreement with the Authority in reliance on the Authority, to provide such Disposal services in accordance with this Agreement. The Unit of Local Government further proposes to deliver or cause to be delivered all of its Municipal Solid Waste generated within its geographic boundaries that is placed in the waste stream for disposal within the State of Mississippi to the Facility and desires that the Authority operate the Facility to dispose of Municipal Solid Waste.

WHEREAS, the Unit of Local Government enters into this Agreement and does hereby declare and confirm its membership in the Authority in accordance with the Incorporation Agreement, as amended, a copy of which is attached as **Schedule 2**, and subject to all rights and obligations as set forth in the Act, the Incorporation Agreement, as amended, and this Agreement.

AGREEMENTS

In consideration of the premises and the mutual obligations undertaken herein and intending to be legally bound, the parties hereby agree as follows:

ARTICLE I **DEFINITIONS AND SCHEDULES**

1.01 Certain Definitions. Each of the capitalized terms in this Agreement, unless otherwise expressly defined herein, shall have the meaning given to such term in Schedule 1. Such meaning shall apply equally to all forms of such term.

1.02 Schedules Incorporated by Reference. The following Schedules are hereby incorporated by reference and made a part hereof:

- (a) Schedule 1 – Definitions
- (b) Schedule 2 - Incorporation Agreement and Amendments thereto
- (c) Schedule 3 - Host County Agreement
- (d) Schedule 4 – Tipping Fee Schedule
- (e) Schedule 5 – Voting Strength Percentage

ARTICLE II **PURPOSE OF CONTRACTS; ACKNOWLEDGEMENTS**

2.01 Agreement to Operate, Maintain, and Expand. (a) It is hereby recognized and declared that, in accordance with provisions of the Act, the Authority owns and will continue to operate, maintain, and expand or cause to be operated, maintained, and expanded a Municipal Solid Waste Facility (“the Facility”) in Perry County, Mississippi, for the effective disposal of Municipal Solid Waste to be received from any Unit of Local Government contracting with the Authority therefor. Toward that end, and subject to the terms of this Agreement, the Authority will operate and maintain the Facility or enter into contracts for the operation and maintenance of the Facility, and the Unit of Local Government will deliver to the Facility for Disposal all of its

Acceptable Solid Waste generated within its geographic boundaries that is placed in the waste stream for disposal within the State of Mississippi to the Facility for Disposal.

(b) The Authority will continue in cooperation with the Unit of Local Government to make available the Facility so as to accept for Disposal the Municipal Solid Waste of the Unit of Local Government. Provided, however, if for any reason the Facility shall not be operational, the Authority shall designate an Alternative Disposal Site or such Alternative Delivery Points as may be necessary. Any increase in transportation cost incurred by the Unit of Local Government as a result of the Alternative Delivery Points shall be borne by the Unit of Local Government.

(c) This Agreement shall not operate to prohibit or prevent the implementation by any Unit of Local Government or Generator of source separation of material for purposes of recycling from Municipal Solid Waste prior to collection of such Municipal Solid Waste for management; provided however, the construction and operation of a resource recovery facility by a Unit of Local Government shall not be authorized or allowed unless specifically approved by the Authority and pursuant to the approved local non-hazardous solid waste management plan.

2.02 Operation of Facility. (a) The Authority shall continue operation, maintenance, and expansion of the Facility; and shall have full discretion in determining the nature, design, size, capacity, route, location and time of expansion of the Facility and may enter into any contract it may deem appropriate and necessary for the expansion, operation, and maintenance of the Facility. Additionally, but subject to the terms of this Agreement, the Authority may from time to time acquire, construct, or make such renewals, replacements, repairs, modifications, improvements, expansions, additions, extensions, and betterments to the Facility as the Authority deems consistent with the Plans and the Permits.

(b) The Unit of Local Government and the Authority agree that the Authority may issue its Bonds at such times as the Authority shall deem necessary or advantageous and will use the proceeds, together with any other funds made available to the Authority therefor, to finance and/or refinance any of the costs of operating, maintaining, and expanding the Facility. Such costs shall include, without limitation, the payment of interest on the Bonds for any period specified in the Bond Resolution, the establishment of reserves to secure the Bonds and to protect the integrity of the Facility's expenses incident to the issuance of the Bonds and to the implementation of the disposal services, all deposits required by the Bond Resolution to be made from the proceeds of Bonds into any fund or account established under the Bond Resolution, and all other expenditures incident or convenient to the operation and maintenance of the Facility and the expansion, replacements, repairs, modifications, improvements, and betterments thereto. The Authority may issue such Refunding Bonds in such amounts, and use the proceeds thereof to make such payments, as the Authority may be permitted by law.

(c) The Authority will furnish and make available the Facility hereunder to the Unit of Local Government continuously so far as reasonable diligence will permit, but the Authority may interrupt, curtail or otherwise interfere with such service to the Unit of Local Government as a result of an Unforeseen Circumstance, or for the purpose of safeguarding life or property, and in such event the Authority shall not be liable for damages or breach of contract.

ARTICLE III

OPERATIONS OF DISPOSAL FACILITY

3.01 Term. The term of this Agreement (the "Term") shall be the period commencing on the date of execution and delivery hereof by the parties hereto (the "Effective Date") and ending on the thirtieth (30th) anniversary date of the Effective Date unless earlier terminated pursuant to this Agreement.

3.02 Agreement to Operate. The Authority agrees to exercise all reasonable efforts to operate, maintain, and expand the Facility in compliance with all applicable regulatory agency or court orders, regulations, requirements, obligations, conditions and Permits, and in accordance with good operating practice.

3.03 Delivery Obligation. From and after the Commencement Date and until this Agreement is terminated or expires, all Municipal Solid Waste generated within the Unit of Local Government's geographic boundaries that is placed in the waste stream for disposal within the State of Mississippi shall be transported to, stored, and managed at the Facility or at a transfer station owned by the Authority.

3.04 Acceptance Obligation. From and after the effective date of this Agreement and until this Agreement is terminated or expires, the Authority shall accept all Acceptable Solid Waste generated within the jurisdiction of the Unit of Local Government or collected by the Unit of Local Government that is delivered or caused to be delivered to the Authority's designated Delivery Point during the normal operating hours as established by the Authority (unless other hours are provided in a notice from the Authority) on any Business Day. The Authority is under no duty or obligation to accept any waste which does not constitute Acceptable Solid Waste.

3.05 Quality. The Unit of Local Government or User shall ensure that all Solid Waste that it delivers or causes to be delivered to the Delivery Point shall constitute Acceptable Solid Waste generated within the Unit of Local Government.

3.06 Unacceptable Solid Waste. The Authority and the Unit of Local Government shall use their best efforts to identify the Person responsible for the delivery or abandonment at the Project Site or any Transfer Station of any Unacceptable Solid Waste and to require such person to remove such Unacceptable Solid Waste or to recover from such person the cost of removal,

transportation or disposal of such waste or any corrective action, remediation or penalty resulting therefrom. To the extent that such identification is not possible, the Authority shall promptly identify, contain, store and remove such Unacceptable Solid Waste from the Project Site and dispose of it in accordance with applicable laws and regulations at the expense of the Unit of Local Government.

3.07 Right of Inspection. The Authority in its sole discretion shall have the right to inspect on the Site the contents of any vehicle containing Solid Waste accessing the Project Site or any Transfer Station in order to determine the presence of Unacceptable Solid Waste, including the right to require any hauler operating such vehicle to unload the contents for purposes of inspection. If any vehicle is found to contain Unacceptable Solid Waste the Authority may reject delivery thereof.

3.08 Operation and Maintenance. The Authority shall at all times operate, or cause to be operated, the Project and any Transfer Stations of the Authority properly and in accordance with all applicable state and federal regulations with good operating procedures applicable to all similar facilities and in a sound, efficient and economical manner so as to ensure that capacity is available, and shall maintain, preserve, and keep the same or cause the same to be maintained, preserved, and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, and shall from time to time make, or cause to be made, all ordinary, necessary and proper repairs, replacements and renewals so that at all times the operation of the Project may be properly and advantageously conducted, and, if any useful part of the Project is damaged or destroyed, the Authority shall, as expeditiously as may be possible, commence and diligently prosecute the ordinary replacement or reconstruction of such part so as to restore the same to use.

3.09 Alternate Delivery Points. If an Unforeseen Circumstance prevents the Authority from accepting at a Delivery Point any Municipal Solid Waste generated within the Unit of Local Government, the Authority shall designate by a notice to the Unit of Local Government an Alternative Delivery Point including any other available landfill or other point as the Delivery Point for the Unit of Local Government for its Acceptable Solid Waste. Any additional cost of transportation incurred by the Unit of Local Government between the Delivery Points of the Authority and the Alternative Delivery Point shall be the responsibility of the Unit of Local Government. Such notice may be in writing or may be given orally in person or over the telephone, provided that notice is actually received by the Unit of Local Government on or before 4:00 PM of the day preceding the day the designated Delivery Point is to become the Alternative Delivery Point, and if so requested by the Unit of Local Government any oral notice shall be confirmed by a written notice delivered within five (5) business days. Upon receipt of such notice by the Unit of Local Government, such Alternative Delivery Point shall become the Delivery Point until expiration of any term specified in such notice or until the receipt by the Unit of Local Government from the Authority at any time of subsequent notice terminating the designation as the Delivery Point which shall be solely within the discretion of the Authority.

3.10 Weighing of Delivery Vehicles and Solid Waste. After the arrival of any delivery vehicle at the Delivery Point, the Authority shall weigh the loaded vehicle on a scale to be maintained by or on behalf of the Authority. Prior to or immediately following the first use of any vehicle for the purpose of delivering Municipal Solid Waste to the Authority, the vehicle shall be weighed upon the scale when empty. Such vehicle shall be weighed while loaded at the time of each delivery and the difference between such loaded weight and the empty weight shall be deemed to be the weight of the Municipal Solid Waste accepted. The Authority shall have the

right to weigh any vehicle immediately following a delivery for the purpose of verifying the empty weight.

3.11 Delivery Procedure Manual. The delivery of Acceptable Solid Waste to the Delivery Point shall be regulated by a Delivery Procedure Manual or such other document as may be provided for in the technical specifications issued in connection with Project Operations (the “Delivery Procedure Manual”), which shall not conflict with the provisions of this Agreement, to be provided by the Authority to the Unit of Local Government before the initial delivery of Solid Waste. The Delivery Procedure Manual shall set forth a system for the identification of delivery vehicles and persons authorized to deliver Acceptable Solid Waste and shall provide that the Authority may place unqualified reliance on representations made by a driver of a delivery vehicle with proper identification that the Acceptable Solid Waste being delivered by such vehicle is to be charged against the account of the Unit of Local Government. The Authority shall be under no obligation to accept Acceptable Solid Waste from persons or vehicles not complying with the identification system or with the Delivery Point procedures established in the Delivery Procedure Manual.

3.12 Acceptance/Rejection of Solid Waste.

- (a) Ownership of Municipal Solid Waste delivered to the Delivery Point shall not pass to the Authority until and unless such Municipal Solid Waste is accepted by the Authority.
- (b) The Authority shall have the right to reject any portion of the Municipal Solid Waste that the Authority determines is Unacceptable Waste.
- (c) Upon rejection of any Municipal Solid Waste delivered by or at the direction of the Unit of Local Government, the Authority shall notify the driver of the delivery vehicle of the rejection and afford the driver a reasonable opportunity to reload the vehicle and remove the rejected Solid

Waste from the Delivery Point. If the rejected Solid Waste is reloaded and removed from the Delivery Point, the Authority will provide the driver prior to his departure with a written statement setting forth the date and a brief statement of the reasons for the rejection. If the rejected Municipal Solid Waste is not removed from the Delivery Point by the delivery vehicle within one hour, the Authority may either deliver the written statement to the driver of such vehicle prior to departure or deliver it to the Unit of Local Government within ten (10) days after such rejection. The Authority may remove from the Delivery Point and dispose of in whatever manner is in compliance with laws and regulations and is appropriate given the nature of the Solid Waste (i) any Solid Waste rejected by the Authority and not removed from the Delivery Point by the delivery vehicle within one hour and (ii) any Unacceptable Waste discovered by the Authority after the departure of the delivery vehicle which the Authority can establish was delivered by or for the account of the Unit of Local Government. The costs of disposal of any such waste rejected by the Authority and not removed from the Delivery Point by the delivery vehicle and any such Unacceptable Waste discovered by the Authority will be assessed to the User responsible for the delivery. With respect to such rejected waste, such disposal and charge by the Authority shall not constitute acceptance by the Authority, transfer of ownership to the Authority, or waiver by the Authority of any remedies it may have in connection with the delivery of such Municipal Solid Waste. All Users shall exclude from delivery at any Delivery Point any Unacceptable Waste.

3.13 Testing of Scale. The scale at the Delivery Point shall be tested for accuracy at the expense of the Authority at least once every twelve (12) months. At the request of the Unit of Local Government, the Authority shall provide a copy of the most recent test results to the Unit of Local Government. In addition, the Unit of Local Government at its expense may require that the Authority conduct tests of the scale at any time.

3.14 Reports of Deliveries. The Authority will monitor the quantity of Acceptable Solid Waste delivered by the Unit of Local Government at the Delivery Point and deliver to the Unit of Local Government, no later than the fifth (5th) day of each month, a written report (the "Monthly Report") describing on a per day and per vehicle basis the quantity of Municipal Solid Waste charged against the account of the Unit of Local Government during the prior month and during the Billing Year through the end of the prior month. The Monthly Report shall also describe the Monthly Service Fee payable by the Unit of Local Government in connection with the disposal of Acceptable Solid Waste delivered by the Unit of Local Government during the preceding month. The Unit of Local Government will be entitled, during normal business hours and upon reasonable advance notice, to inspect the Authority's books of account in order to verify the truth and accuracy of any Monthly Report.

3.15 Flow Control. The Authority has adopted a Resolution pursuant to *Miss. Code Ann.* § 17-17-319, as amended, declaring the necessity of requiring the mandatory flow of the Municipal Solid Waste to the Authority's Project by any person or generator of Acceptable Solid Waste located or residing within the boundaries of the jurisdiction of the Unit of Local Government. The Unit of Local Government shall comply (or has complied) by adopting a resolution or ordinance to require mandatory flow of Municipal Solid Waste which may be Acceptable Solid Waste generated within its jurisdiction to the Project of the Authority. Provided, however, such resolution or ordinance shall not be construed to prohibit the source separation of materials for the purposes of recycling from Municipal Solid Waste prior to collection of such Municipal Solid Waste for management, or prohibit collectors of Municipal Solid Waste from recycling materials or limit access to such materials as an incident to collection of such Municipal Solid Waste; provided such

prohibitions do not authorize the construction and operation of a resource recovery facility unless specifically provided for pursuant to the Plan and approved by the Authority.

3.16 Facility Operating Rules and Regulations. The Authority shall have the right to make, amend, and enforce reasonable rules and regulations necessary for the operations of the Authority and its Facility which are not inconsistent with the terms, rights, and obligations under this Agreement, the Incorporation Agreement, or the Act.

ARTICLE IV

COST OF SERVICES, EXPENSES AND BILLING

4.01 Agreement to Pay. In recognition of the Authority's agreement to operate, maintain, and expand the Facility, the Unit of Local Government agrees to pay a Monthly Service Fee as defined in Section 4.03 to the Authority. The obligation to pay the Monthly Service Fee shall continue for the term of this Agreement.

4.02 Tipping Fee. The Authority shall establish, fix, prescribe and collect a Tipping Fee for each ton of Acceptable Solid Waste delivered to a Delivery Point, by setting the Tipping Fee prior to July 1 of each year, in order that in each fiscal year Revenue as shall be required is available and sufficient solely for the purpose of paying or discharging all obligations of the Authority, and any expansion cost of the Project or any cost or amounts necessary to fund a Capital Expansion Fund and Closure and Post Closure Fund to provide during the term of this Agreement the capacity for Disposal as set forth in the Plan.

4.03 Monthly Service Fee. The Monthly Service Fee will be the product of the Tipping Fee multiplied by the number of tons of Municipal Solid Waste delivered to the Authority at the designated Delivery Point by the Unit of Local Government for the Billing Period as defined in the Monthly Report provided pursuant to Section 3.15 of this Agreement.

4.04 Host Member Fee. Included in the Tipping Fees provided for in Section 4.02, the Authority shall collect and remit annually to the Host Member, Perry County, Mississippi, One Dollar (\$1.00) for each ton of Acceptable Solid Waste delivered to the Project Site by or on behalf of any Member and Two Dollars (\$2.00) per ton on any Acceptable Solid Waste delivered to the Project Site by any User other than a Member which Acceptable Solid Waste was generated outside of Perry, Covington, Jones, Stone, Jefferson Davis and Greene Counties and the Cities of Laurel, Hattiesburg and Petal. An accounting reflecting the total amount of Acceptable Solid Waste generated in the aforementioned Counties and Cities and disposed of at the Project Site along with the total amount generated and disposed of from outside such Counties and Cities shall accompany such annual payment. The Host County Agreement is attached hereto and marked as Schedule 5.

4.05 Billing of Monthly Service Fee. (a) On or before the tenth (10th) business day of each month the Authority shall provide an invoice of the Monthly Service Fee, setting forth all charges due from the Unit of Local Government for the Billing Period. The Unit of Local Government shall pay the amount due to the Authority on or before the 25th day of the next month. If any portion thereof shall remain unpaid 15 days after its due date, the Unit of Local Government shall be charged with, and shall pay to the Authority, interest at the Overdue Rate on the amount unpaid from its due date until paid. If any portion thereof shall remain unpaid 60 days after its due date, the Authority shall have the right, upon 5 days' notice, to discontinue accepting the Unit of Local Government's Acceptable Solid Waste into the Project and to refuse to resume accepting such Solid Waste so long as any amount due to the Authority remains unpaid. Such actions by the Authority will not relieve the Unit of Local Government of its obligations hereunder.

4.06 Other Users Payment. The use of the Project, any Delivery Point or Transfer Station by any Person other than a Member, authorized by the Authority to use the Facility shall be upon either a cash on delivery or credit payment terms as deemed necessary and on such conditions and at such rates and Tipping Fees as may be determined solely by the Authority. Any change in the rates and Tipping Fees shall be made by the Authority, and notice of such change shall be given to the current Users of the Project. The Authority shall be responsible for billing and collection from all Users.

4.07 Accounts and Reports. (a) The Authority shall keep or cause to be kept proper books of record and account, separate from all other records and accounts, in which complete and correct entries shall be made of all its transaction relating to the Project, or any part thereof, the Revenues and expenditures, and each fund and account established.

(b) Any member of the Authority shall have the right upon reasonable notice and during reasonable business hours to examine the books and records of the funds and accounts held by the Authority with respect to the Revenues and expenses of the Authority.

(c) An audit of the Authority's books, records, accounts and activities shall be prepared each fiscal year and a copy furnished to each Member.

4.08 Funds Established. The Authority may create the following funds in addition to any other funds required by the Bond Resolution, or Indenture or determined to be necessary by the Authority, each to be funded by a portion of the Tipping Fees such portion of Bond proceeds as may be lawfully permitted.

(a) Operation and Maintenance Fund; to pay all Operation and Maintenance Expenses and other costs as the Authority deems necessary.

(b) Debt Service Fund; to pay principal and interest due on Bonds issued by the Authority.

(c) Reserve Fund; to provide a reserve fund for debt service on the Bond to the extent permissible by law.

(d) Closure and Post Closure Care Fund; to pay or cover all expenses necessary to cover any regulatory requirement for Closure or Post Closure care of the Facility, and related costs as the Authority deems necessary.

(e) Capital Expansion Fund; to pay for future expansion, extensions and improvements to the Facility as defined, and other costs as the Authority deems necessary.

4.09 Unforeseen Circumstances. (a) If during any Billing Period, due to the occurrence of an Unforeseen Circumstance, the Unit of Local Government shall be unable to deliver or cause to delivered Acceptable Solid Waste to the Facility or a Delivery Point, the Unit of Local Government shall continue to pay the Monthly Service Fee based upon its Current Volume but shall not be considered to be in default or breach of any obligation hereunder otherwise.

(b) If during any Billing Period, due to the occurrence of an Unforeseen Circumstance, there shall be an increase in the cost of Operation and Maintenance of the Project, then the Operation and Maintenance Expense component of the Tipping Fee for the next Billing Year shall be increased to cover such increased costs.

(c) Any increase in Operation and Maintenance Expense pursuant to this Agreement shall be limited to the increase in incremental direct actual costs to the Authority of operating and maintaining the Project, for which the Authority shall provide cost substantiation. The proceeds of insurance, other proceeds, or funds of the Authority available to meet the increased costs of the operation and maintenance of the Project shall be applied to reduce any

increase in Operation and Maintenance Expense to the extent permissible by law and prudent to the financial operation of the Authority.

4.10 Review of Rates. At such intervals as the Authority shall deem appropriate, but in any event not more frequently than once each calendar year, the Authority shall review, and, if necessary, revise Tipping Fees, rates, and charges to ensure that such Tipping Fees, rates, and charges, to insure that such Tipping Fees, rates and charges continue to cover its estimate of all of the Authority's Revenue Requirements. The Tipping Fees, rates and charges applying to Solid Waste generated outside the Pine Belt Region and delivered by a user to the Project Site or a Transfer Station may be made at any time at the sole discretion of the Authority.

4.11 Authority's Budget. The Authority shall adopt a budget for each fiscal year and submit it the Governing Body of each Member of the Authority sixty (60) days prior to the start of the fiscal year. The budget shall include a notice of the Tipping Fee to be charged to the Unit of Local Government for the next fiscal year to be set by the adoption by August 15th of the User Charge Ordinance of the Authority.

4.12 Adjustment to Tipping Fees. On October 1 of the year ("Adjustment Date"), the Tipping Fee may be adjusted.

4.13 Regulatory Changes, or Additional Requirements.

(a) The Authority may at any Adjustment Date provide notice to the Unit of Local Government that the Tipping Fees will adjusted to allow the Authority to fully cover any increase in cost resulting from any Regulatory Change or from any Additional Requirement which may have occurred during the year prior to the Adjustment Date.

(b) If such Regulatory Change or Additional Requirement results in an increase or decrease in the Operation and Maintenance Expenses of the Facility, such adjustment will be in an amount equal to the increase or decrease of actual direct cost.

(c) If such Regulatory Changes or Additional Requirements require a change in design or construction or require a Capital Facility or Capital Expenditures any such adjustment will be in an amount equal to the increase or decrease of the actual direct cost.

(d) Any adjustment to the Tipping Fee as a result of a Capital Expenditure or Capital Project shall be calculated by spreading such cost over the depreciable life of such asset or the remaining term of the Agreement, whichever is less. The Authority shall give the Unit of Local Government written notice of any adjustment of the Tipping Fees pursuant to Section 5.15 and shall provide with such written notice documentation and justification setting forth such increase in costs. Such adjustment shall become effective at the next Adjustment Date.

4.14 Limitation of Financial Obligation - Unit of Local Government.

(a) Notwithstanding anything to the contrary contained in this Agreement, any Bond Resolution or Indenture, the Unit of Local Government's total obligation to the Authority under this Agreement shall be no greater than the Unit of Local Government's Pro Rata Share of such obligation except to such extent a Member may be determined as responsible for the delivery of Unacceptable Waste or for any Regulatory Change or Additional Requirement.

(b) The Unit of Local Government's Pro Rata Share of the Bonds and any Closure or Post Closure Care obligation incurred or arising under this Agreement and remaining unpaid or otherwise unsatisfied shall survive the termination of this Agreement.

ARTICLE V **COVENANTS**

5.01 Effect of Covenant. The Unit of Local Government hereby covenants and agrees with the Authority and makes provision which shall be a part of this Agreement and any contract with the Bondholder of the Authority to the effect and with the purpose set forth in this Agreement and the following Sections.

5.02 Covenants and Agreement of Unit of Local Government. Pursuant to Sections 17-17-323 Miss. Code of 1972 as amended, the Unit of Local Government covenants and agrees that under the terms of this Agreement, the Unit of Local Government will fix, establish, maintain and from time to time adjust rates and fees within its jurisdiction sufficient at all times to pay its obligation Monthly Service Fee to the Authority under this Agreement.

5.03 Powers as to Bonds and Pledge. The Unit of Local Government is duly authorized under the Act and all applicable law to enter into this Agreement and to pledge such Revenues and other moneys, securities and funds purported to be pledged in the manner and to the extent provided in the Act and this Agreement. This Agreement is and will be a valid and legally enforceable obligation of the Unit of Local Government, in accordance with the terms of the Act. The Unit of Local Government shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of any Revenues and other moneys, securities and funds pledged under the Act and this Agreement which the Authority may pledge to the Bondholders under the Resolution against all claims and demands of all persons whomsoever.

5.04 Obligation for Pro Rata Share of Bonded Debt. During any Billing Period, notwithstanding any occurrence of an Unforeseen Circumstance or the failure of the Unit of Local Government to deliver Acceptable Solid Waste to the Authority under the terms of this Agreement, the Unit of Local Government shall remain unconditionally obligated to pay its Pro Rata Share of

the indebtedness of the Authority incurred during the Unit of Local Government's membership in the Authority. Such obligation shall survive the termination of this Agreement unless terminated pursuant to Section 6.05. This obligation shall consist of:

(i) the Unit of Local Government's Pro-Rata Share of the amounts required under any Bond Resolution to be paid or deposited into any fund or account established for the payment of Debt Service on the Bonds issued to finance or refinance the Facility or any portion thereof; and

(ii) the Pro-Rata Share of the amounts required by any Bond Resolution to be paid into any fund or account established under such Bond Resolution, including debt service reserve funds, general funds and such other funds or accounts as may be provided by any such Bond Resolution; and

(iii) the Pro-Rata Share of additional amounts, if any, which must be realized by the Authority in order to meet the requirements of any rate covenant with respect to coverage of debt service on the Bonds issued to finance, expand or refinance or refinance the Project under any terms of any Bond Resolution plus such additional amounts deemed desirable to facilitate the marketing of such Bonds on favorable terms; and

(iv) the Pro Rata Share of any amounts unfunded and necessary for the Closure and Post Closure Care of the Facility should the Facility cease to operate or be required to be closed by state or federal law, rule or regulation.

5.05 Payment of Fees - Pledge for Bonds. (a) The Unit of Local Government covenants that it will promptly pay or cause to be paid all fees or costs due the Authority under the terms of this Agreement for which the Unit of Local Government is indebted or obligated.

(b) In order to provide additional security for the Bonds issued by the Authority for the Facility under the terms of this Agreement and pursuant to the provision of Section 17-17-

327, Mississippi Code of 1972 as amended, the Unit of Local Government covenants, agrees and authorizes the State Tax Commission to (i) withhold all or any part of any monies, except gas taxes, which any such local governmental unit is entitled to receive from time to time pursuant to any law and which is in the possession of the State Tax Commission, and (ii) pay the same over to the Authority to satisfy any delinquent payments on any services to such Unit of Local Government to ensure the timely payment of any Bonds of the Authority secured by revenue to be received from the Unit of local Government or as may be necessary to replenish any funds of debt service reserve fund of the Authority which might have been expended to pay debt service as a result of the delinquency of a Unit of Local Government. This grant is absolute, unconditional and without limitation and does not require any subsequent approval of the Unit of Local Government in order for the Authority to make such a pledge in any document used to issue the Bonds. The Authority is hereby authorized to execute the Tax Intercept Agreement among the Authority, the Trustee under the Indenture in connection with the bonds, and the Mississippi Department of Revenue.

5.06 Further Assurance. At any and all times the Unit of local government shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver, all and every such further resolutions, acts, deed, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming of all and singular the rights, fees and other moneys, and funds hereby due, obligated, or owed under the terms of this Agreement which the Authority may hereafter become bound to pledge or assign.

5.07 Authority's Covenants with Respect to Service Agreements. The Authority hereby further covenants that it will not permit any transfers or assignments of its Service Agreements which would in any way adversely affect Revenues or which would in any way materially adversely affect or diminish the rights of the Bondholders under the Bond Resolution and said

Service Agreements. The Authority hereby further covenants that it will not consent to any amendment of any Service Agreement that would (i) establish a termination date for any Service Agreement on a date prior to the final maturity date of any Bonds Outstanding on the date of such consent, or, if such amendment should be entered into while a default under the Resolution shall exist and be continuing, prior to the final payment of the Bonds Outstanding on the date of such amendment; or (ii) cause an entity with which Authority has entered into a Service Agreement no longer to be unconditionally obligated to make payments due thereunder.

5.08 Compliance with Law. The Authority and Unit of Local Government each covenants to the ,other that it shall observe and perform all of the terms and conditions contained in the Act and this Agreement and shall comply with all valid acts, rules, regulations, orders and directions applicable to the operation of the Project or the Authority not inconsistent or in conflict with the provisions of this Agreement or any legislation, statute, directive, ruling, or order of any legislative, executive, administrative or judicial body having lawful jurisdiction over the Authority or Project.

5.09 Other Facilities. The Unit of Local Government hereby covenants that it will not acquire or construct any solid waste disposal facility for the disposal of Acceptable Solid Waste during the term of this Agreement so long as the services under this Agreement are provided by the Authority. Provided, however, nothing contained herein shall extinguish the Unit of Local Government obligation to pay it Pro Rata Share of the debt as provided by Section 5.04.

5.10 The Plan. The Authority has heretofore prepared and the DEQ has approved the Plan and the Unit of Local Government hereby accepts, adopts and approves the Plan as the Unit of Local Government's nonhazardous solid waste master plan as such term is described and defined in *Miss. Code Ann. § 17-17-201 et seq.*

ARTICLE VI
DEFAULTS AND TERMINATION

6.01 Events of Default by Authority. Persistent and repeated failure of the Authority to timely perform any material obligation under this Agreement shall constitute Events of Default on the part of the Authority.

6.02 Events of Default by Unit of Local Government. Persistent and repeated failure of Unit of Local Government to timely perform any material obligation under this Agreement shall constitute Events of Default on the part of the Unit of Local Government.

6.03 Specific Performance: Remedies for Authority Event of Default. The Unit of Local Government and the Authority agree that monetary damages are not an adequate remedy for the Authority's Event of Default, nor could monetary damages be the equivalent of the performance of the obligations hereunder, and the Authority hereby consents to the initiation of legal proceedings seeking specific performance of any obligation of the Authority under this Agreement in a court of competent jurisdiction within the State.

6.04 Specific Performance: Remedies for Unit of Local Government Default. The Unit of Local Government and the Authority agree that monetary damages are not an adequate remedy for the Unit of Local Government Event of Default and the Unit of Local Government hereby consents to the initiation of legal proceedings seeking specific performance of any obligation of the unit of Local Government or payment of any sums due under this Agreement in a court of competent jurisdiction within the State.

6.05 Termination of Agreement. (a) This Agreement may be terminated by the Unit of Local Government if the Unit of Local Government (i) makes a prepayment to the Trustee created or designated by any Bond Resolution or Indenture of the Authority, sufficient to pay or defease its Pro Rata Share of indebtedness of the Authority incurred by the Authority under Section 5.04

hereof or as otherwise authorized by this Agreement; (ii) pays an amount sufficient to cover its Pro Rata Share of the Operation and Maintenance Expenses based upon its Current Volume of Municipal Solid Waste for the remainder of the Billing Year; and (iii) pays its Pro Rata Share of the cost or obligation for Closure and Post Closure Care of the Facility or for any Regulatory Change or Additional Requirement unfunded at the time of termination which results from an event which occurred during the term of membership of the Unit of Local Government in the Authority.

(b) Within sixty (60) days following the date of any agreed termination under this Section 6.05 the Unit of Local Government and the Authority shall reconcile all amounts due and payable, with the payment by the Unit of Local Government sufficient to cover its Pro Rata Share described in this Section 6.05 when due and, payable to be made within ninety (90) days of termination unless a payment on any Outstanding Bond is due during that period and in such case the Unit of Local Government shall immediately make its pro rata payment.

ARTICLE VII **REPRESENTATIONS**

7.01 Representations of the Unit of Local Government. The Unit of Local Government represents and warrants that:

(a) The Unit of Local Government is a duly organized and existing under the laws of the State.

(b) The Unit of Local Government has the full power, authority and legal right to enter into and perform this Agreement, and each other agreement or instrument entered into or to be entered into by the Unit of Local Government pursuant to this Agreement, and the execution, delivery and performance hereof and thereof by the Unit of Local Government (i) have the requisite approval of all governmental bodies, (ii) will not violate any judgment, order, law or

regulation applicable to the Unit of Local Government or any provisions of the Unit of Local Government charter and (iii) do not (A) conflict with, (B) constitute a default under or (C) except as specifically created thereby, result in the creation of any lien, charge, encumbrance or security interest upon any assets of the Unit of Local Government under any agreement or instrument to which the Unit of Local Government is a party or by which the Unit of Local Government or its assets may be bound or affected.

(c) This Agreement, and each other agreement or instrument entered into by the Unit of Local Government pursuant to this Agreement, have been duly authorized, executed and delivered by the Unit of Local Government; each agreement or instrument to be entered into by the Unit of Local Government pursuant to this Agreement, when entered into, will be duly authorized, executed and delivered by the Unit of Local Government; and this Agreement and each other agreement entered into by the Unit of Local Government, when executed and delivered, will constitute legal, valid and binding obligations of the Unit of Local Government, enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditor's rights generally, or by general equitable principles concerning remedies.

(d) There is no litigation or proceeding pending or to the knowledge of the Unit of Local Government, threatened against or affecting the Unit of Local Government (i) challenging the validity of this Agreement or any agreements contemplated hereby (ii) seeking to enjoin the performance by the Unit of Local Government of its obligations hereunder or thereunder or (iii) which, if adversely determined, would materially adversely affect the ability of the Unit of Local Government to perform its obligations hereunder or thereunder.

7.02 Representations of the Authority. The Authority represents and warrants that as of the Effective Date:

(a) The Authority is duly organized and existing in good standing under the laws of the State.

(b) The Authority has the corporate power, authority and legal right to enter into and perform this Agreement and each other agreement or instrument entered into or to be entered into by the Authority pursuant to this Agreement, and the execution, delivery and performance hereof and thereof by the Authority (i) have the requisite approval of all governmental bodies; (ii) will not violate any judgment, order, law or regulations applicable to the Authority or any provisions of the Authority's Incorporation Agreement or by-laws; and (iii) do not (A) conflict with, (B) constitute a default under, or (C) except as specifically created thereby, result in the creation of any lien, charge, encumbrance or security interest upon any assets of the Authority under any agreement or instrument to which the Authority is a party or by which the Authority or its assets may be bound or affected.

(c) The Authority or its designee holds, or is expressly authorized under, permits and licenses to operate, maintain, and expand the Project pursuant to the terms of this Agreement.

(d) This Agreement, and each other agreement or instrument entered into by the Authority pursuant to this Agreement, have been duly authorized, executed and delivered by the Authority; each agreement or instrument to be entered into by the Authority pursuant to this Agreement, when entered into, will be duly authorized, executed and delivered by the Authority; this Agreement and each other agreement entered into by the Authority constitute, and each agreement to be entered into by the Authority, when executed and delivered, will constitute legal,

valid and binding obligations of the Authority, enforceable in accordance with their respective terms, except as enforcement of such obligations may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally, or by general equitable principles concerning remedies.

(e) There is no litigation or proceeding pending or, to the knowledge of the Authority, threatened against or affecting the (i) challenging the validity of this Agreement or any agreements contemplated hereby; (ii) seeking to enjoin the performance by the Authority of its obligations hereunder or thereunder; or (iii) which, if determined adversely, would materially adversely affect the financial condition of the Authority, or the ability of the Authority to perform its obligations hereunder or thereunder.

ARTICLE VIII

FURTHER AGREEMENTS

8.01 Licenses, Approvals and Permits. The Unit of Local Government shall provide all such cooperation as may reasonably be requested by the Authority in connection with the issuance of the Bonds or applications for grants and loans and with obtaining in a timely manner, maintaining or continually meeting the requirements of any licenses, approvals and Permits obtained or to be obtained by the Authority. The Authority shall obtain and/or maintain all Permits, licenses, and approvals necessary to the operation of the Facility, as applicable.

8.02 Actions Affecting the Facility

(a) If, any time during the Term of this Agreement, the Unit of Local Government delivery of solid waste (i) presents or may be reasonably expected to present an imminent or substantial endangerment to the health or welfare of persons, (ii) causes a Release, (iii) is not Acceptable Solid Waste or (iv) would cause the Authority to violate or exceed any condition, parameter or limitation of its Permit, the Authority shall immediately notify the Unit of

Local Government. To the extent any Unit of Local Government reasonably believes that its solid waste disposal will or may be expected to result in any event specified in this Section 8.02(a) (i), (ii), (iii), or (iv), it shall promptly give the Authority Notice of the same, both in writing and by oral communication, which Notice shall specify in reasonable detail the circumstances giving rise to such disposal(s), the duration of such disposal(s), the anticipated effect on the Project, as applicable, and the actions taken or to be taken by the Unit of Local Government to remedy and/or mitigate the same.

(b) Upon a determination by the Authority that the delivery to or disposal of waste at the Facility from any Unit of Local Government or other Person creates an immediate danger to the public or to property or creates a dangerous situation which may endanger the public, public health or cause damage to property, the Project or a Delivery Point, the Authority may take immediate action to; (i) notify the Unit of Local Government or other Person as the case may be to take immediate steps to remedy the situation; (ii) take other appropriate action to minimize or eliminate the risk or danger; (iii) discontinue accepting or disposing of such waste. The Authority shall make every effort under the circumstances to notify the Unit of Local Government or other Person of the danger or risk determined and the action planned with 24 hours notice.

8.03 Contracts With Others. (a) The Authority may, in its discretion, enter into Service Agreements for use of the Facility with any Unit of Local Government outside the Pine Belt Region or with any other Person or potential User, under such terms and conditions as shall be determined by the Authority.

(b) A portion of the fees paid by any User that is not a Member of the Authority shall be applied toward the repayment of the Authority's indebtedness on the same terms and conditions as contained herein and each current Member of the Authority which has entered into

a Service Agreement shall receive a pro rata credit based upon the additional User's payment. The Authority may require any other Person or potential User of the Project for Disposal services to pay a Capital Construction Contribution as a surcharge on its Tipping Fee. Any surcharge shall accrue to the benefit of those who are Members as of the Bond Delivery Date.

8.04 Additional Member Unit of Local Government. Any Unit of Local Government which becomes a Member of this Authority after the execution date of this Agreement shall not enter into any Service Agreement on terms and conditions more favorable to it than those contained in this Agreement.

8.05 Overdue Obligations to Bear Interest. All amounts due hereunder, whether as damages, credits, Revenue, or reimbursements, that are not paid when due shall bear interest at the Overdue Rate on the amount due and unpaid from time to time, on the basis of a 360-day year, counting the actual number of days elapsed, and all such interest accrued at any time shall, to the extent permitted by law, be deemed added to the amount due, as accrued.

8.06 Insurance. The Authority shall, subject to commercial availability, obtain and maintain the insurance coverages for the Facility, property, operator and employees, officers and any other coverage deemed necessary.

8.07 Notice. Any written Notice required or permitted under the terms of this Agreement shall be given and be deemed to have been duly served if either: (a) delivered in person to the designated representative of the party for whom it is intended, (b) deposited registered mail, postage prepaid in the United States mail, addressed to the respective parties, as indicated below:

For the Authority.

Executive Director
Pine Belt Regional Solid Waste Management Authority
P.O. Box 389
Petal, Mississippi 39465

For the Unit of Local Government.

Mayor

City of Hattiesburg

P.O. Box 1898

Hattiesburg, MS 39403

8.08 Change for Notice. The Parties specifically agree that the above designated representatives, and the addresses thereof, may be altered, upon the written submission of the Party seeking to alter such representative by a duly authorized individual within reasonable time to allow the implementation of such change before any Notice is actually served or attempted.

8.09 Waiver. Neither the failure nor any delay on the part of any Party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver,

8.10 Governing Law. This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by the laws and decisions of the courts of the State of Mississippi.

8.11 Severability. If any term or provision of this Agreement shall be declared unconstitutional or void by any court of competent jurisdiction, the constitutionality and validity of the remainder of said Agreement shall not be affected thereby, and to this extent the terms and provisions of said Agreement are declared to be severable.

8.12 Headings for Convenience. The headings in this Agreement are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

8.13 Rules and Regulations. The Unit of Local Government shall comply with such necessary reasonable rules and regulations as may from time to time be adopted by the Authority for the operation of the Project, and the Unit of Local Government, to the extent practicable, shall assist the Authority in causing others to comply with such rules and regulations. Provided, however, such rules and regulations shall not conflict with the Provisions of this Agreement.

8.14 Amendment of Contract. (a) The Parties recognize that this Agreement is a uniform agreement between the Authority and each Unit of Local Government Member of the Authority setting forth the same rights, responsibilities and obligations of all such entities except the Host County.

(b) This Agreement may be amended or modified by mutual consent of the Parties provided that such amendment or modification does not have the effect of creating or altering rights, obligations and responsibilities of the Parties compared to those of other Units of Local Government Members of the Authority, or

(c) This Agreement may be amended or modified by consent of all of the Unit of Local Government Members to affect the rights, responsibilities and obligations of the Parties except as prohibited below, provided that any such amendment or modification shall be uniform and applicable to each similar Agreement between the Authority and the member Unit of Local Government and acceptable to each Unit of Local Government.

(d) Provided however, this Contract shall not be amended, modified or otherwise changed by agreement of the Parties in any manner which will materially adversely

affect the security afforded by the provisions of this Agreement for the payment of the principal, interest and premium, if any, on Bonds of the Authority as they respectively become payable so long as the Bonds are Outstanding and unpaid and funds are not set aside for the payment or retirement thereof in accordance with the applicable Bond Resolution.

8.15 Opinion of Counsel of the Authority. The Authority shall, concurrently with the execution and delivery of this Agreement, cause an opinion or opinions in form and substance satisfactory to the Unit of Local Government to be delivered by one or more attorneys or firms of attorneys satisfactory to the Unit of Local Government which shall cover matters relating to the authorization, execution, validity and binding effect of this Agreement as it relates to the Authority.

8.16 Opinion of Counsel of the Unit of Local Government. The Unit of Local Government shall, concurrently with the execution and delivery of this Agreement, cause an opinion or opinions in form and substance satisfactory to the Authority to be delivered by one or more attorneys or firms of attorneys satisfactory to the Authority which shall cover matters relating to the authorization, execution, validity and binding effect of this Agreement as it relates to the Unit of Local Government, and, if the Unit of Local Government shall have bonds or other evidences of indebtedness outstanding secured by revenues derived from the collection of Solid Waste, shall cover matters relating to the legality and permissibility under the terms and conditions of the ordinance, resolution, indenture or other contractual arrangement with such bondholders of the performance by the Authority of its obligations under this Agreement.

8.17 Impairment of Contracts. No provision of this Agreement shall be construed by any party hereto in such a manner as would result in the impairment in any way of any existing contract or contracts between the Authority and/or the Unit of Local Government and any other Person.

8.18 Entirety. Once effective, this Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter, hereof and constitutes the entire agreement between the parties hereto in respect thereof, subject, however, to the terms and conditions of the Act.

8.19 Conventions. In this Agreement the singular includes the plural and the plural includes the singular; words importing any gender include the other genders; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; references to agreements and other contractual instruments shall be deemed to include all subsequent amendments thereto or changes therein entered into in accordance with their respective terms; references to Persons include their permitted successors; and the term "including" shall mean including with limitation

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written. This Agreement is intended to take effect as a sealed instrument.

PINE BELT REGIONAL SOLID WASTE
MANAGEMENT AUTHORITY

BY: _____

Title: _____

Attest:

By: _____

Title: _____

(S E A L)

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Toby Barker, Mayor

Attest: _____
Kermas Eaton, City Clerk

(S E A L)

SOLID WASTE DISPOSAL SERVICE AGREEMENT

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SCHEDULE I – DEFINITIONS

"Acceptable Solid Waste" means that portion of Solid Waste as defined which is residential, commercial, industrial, governmental or institutional waste which may be required or permitted by DEQ to be placed in a Subtitle landfill, over which a Unit of Local Government has legal authority to compel or control disposal, excepting, however, Unacceptable Waste, and Hazardous Waste. Provided, however, Acceptable Solid Waste shall not include rubbish or yard waste which is otherwise delivered to rubbish site or yard waste compost facility.

"Act" means the Mississippi Regional Solid Waste Management Act, Section 17-17-301 et seq., Mississippi Code of 1972 as Amended.

"Additional Requirement" means any requirement which may be imposed by any local, state or federal regulatory agency or state, local, or federal law or ordinance or determined by the Authority as necessary for the proper and good operating order of the Facility or the Authority which may result in an increase in cost of the Project or the Operation and Maintenance Expenses.

"Adjustment Date" means July 1 of each year when any adjustment in the Tipping Fee will become effective for the next Billing Year as provided in this Agreement, provided, however, the Authority shall have notified the Unit of Local Government on or before August 1 of said adjustment.

"Agreement" means this Agreement between the Units of Local Government and the Authority, including the Schedules and any written amendments hereto.

"Alternative Delivery Point" means the Point of Delivery for Acceptable Solid Waste which has been designated by the Authority according to the terms of this Agreement as an alternative to the normal Delivery Point for the Pine Belt Disposal Facility.

"Alternative Disposal Site" means that site designated under the terms of this Agreement by the Authority as a disposal site when the Facility is not available.

"Article" means an article of this Agreement.

"Authority" means the Pine Belt Regional Solid Waste Management Authority created under Miss. Code Ann. §§ 17-17-301 et seq. Miss. Code of 1972 as amended.

"Billing Period" means each calendar month in each Billing Year, except that (a) the first Billing Period shall begin on the Acceptance Date and shall continue to the last day of the calendar month in which the Acceptance Date occurs and (b) the last Billing Period shall end on the last day of the final Billing Year, regardless of whether such day is not the last day of a calendar month.

"Billing Year" means the fiscal year ending June 30, provided, however, the first Billing Year shall commence on the Acceptance Date and shall end on the following September 30 and the last Billing Year shall commence on October 1 and end on the last day of the initial or any extension term of this Agreement. Each Billing Year after the first Billing Year shall commence on the October 1 following the termination of the prior Billing Year.

"Board" means the board of commissioners of the Authority as established pursuant to the Act and the Incorporation Agreement.

"Bond Delivery Date" shall mean the date the Authority closes its bond issue and accepts delivery of the Bond proceeds.

"Bond Resolution" means the resolution of the Authority which authorizes and directs the issuance of Bonds pursuant to this Agreement.

"Bondholders" means the holder of any Bond issued by the Authority pursuant to this Agreement.

"Bonds" means the revenue bonds, bond anticipation notes, revenue anticipation notes or other types of debt instruments issued by the Authority and Outstanding under the terms of this Agreement for the purposes and under the terms set forth in *Miss. Code Ann.* § 17-17-327, as amended.

"Business Day" means each day of the week except Saturday, Sunday or Legal Holidays.

"Capital Expansion Fund" means any fund created by the Authority in which shall be deposited a portion of the Tipping Fees or other Revenues to be used to pay the cost of future expansion of the Facility, its capacity or any Capital Project.

"Capital Expenditure" means any funds expended or spent for a Capital Project.

"Capital Project" means a construction or reconstruction project, beyond a normal and ordinary repair or reconstruction, which is undertaken for purposes of expanding, enlarging or improving the capacity or operation of the Project or the Project Site or any improvement thereon.

"Change in Law" means (a) the adoption, promulgation or modification after the Contract Date of any federal, state, county statute, ordinance, code or regulation not adopted, and/or officially published in The Congressional Record, The Federal Register, or with regard to the State, released by CEQ or DEQ for public comment, on or before the Contract Date, or (b) the imposition after the Contract Date of any material conditions in connection with the issuance, renewal or modification of any official permit, license or approval, which in the case of either (a) or (b) establishes requirements affecting the design, construction, startup, operation, maintenance, Facility Price or construction schedule of the Facility more burdensome than the most stringent requirements (i) in effect or proposed and published or printed as of Contract Date, (ii) agreed to in any applications of Authority for official permits, licenses or approvals pending as of Contract Date or (iii) contained in any official permits, licenses, or approvals with respect to the Facility obtained as of Contract Date. A change in federal, State, County or any other tax law shall not be a Change in Law.

"Closure" means the installation of a final cover placed on the Site or any portion thereof and compliance with all standards and requirements of state and federal regulations for the closing of a Site or portion thereof from receiving Solid Waste.

"Contract Date" means the date of the signing of this Agreement.

"Corrective Action" means any activity undertaken as a remedy or corrective means as defined and used in Subpart E 258.50 et seq. Subtitle D Regulation (40CFR258).

"County" means any county of this state.

"Current Volume" shall mean the average monthly volume of Acceptable Solid Waste disposed at the Facility during the previous twelve-month period.

"Debt Service" means the principal and interest on the Bonds and any necessary yearly fees or cost of the Trustee or Paying Agent.

"Delivery Point" means the point designated by the Authority at which Acceptable Solid Waste of the Unit of Local Government, a User, Generator or other Person, is delivered to the Authority for Disposal, whether at the Project Site or any Transfer Station.

"DEQ" means the Mississippi Department of Environmental Quality, including the Bureau of Pollution Control, as well as the assigns and/or successors of either.

"Disposal" means the discharge, deposit or dumping of Acceptable Solid Waste at a Subtitle D permitted Solid Waste Landfill or Transfer Stations of the Authority.

"Effective Date" means the Contract date being the date upon which the Agreement is entered into by the parties.

"Facility" means the Pine Belt Disposal Facility.

"Fault" of any party to this Agreement means (a) unexcused failure or refusal of such party to perform any covenant or obligation under this Agreement, or (b) any action or failure to act by such party that results from the negligence or willful misconduct of such party.

"Generator" means any person, corporation or enterprise which produces, creates or otherwise has Acceptable Solid Waste and arranges for disposal.

"Governing Body" means the elected or duly appointed officials constituting the governing body of a municipality or county.

"Hazardous Substance" means any material defined as hazardous pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§9601 et seq., §17-17-103(f) Mississippi Code 1972 as amended and the rules, regulations and policies promulgated thereunder.

"Host County" means Perry County, Mississippi.

"Indenture" means the indenture or Trust Agreement pursuant to the Bond Resolution under which the Bonds are issued, as amended from time to time.

"Issuer" means the Authority, the issuer of the Bonds.

"Legal Holiday" means New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve (one-half day), Christmas Day and New Year's Eve (one-half day) and such other days as may otherwise be mutually agreed upon from time to time.

"Member" means a Unit of Local Government listed in Incorporation Agreement as of the Contract Date.

"Monthly Service Fee" means the total amount due as compensation to be paid in accordance with this Agreement hereof by each Unit of Local Government, Generator, Users, Person or transporter or hauler of Acceptable Solid Waste to a Delivery Point for disposal at the Facility, for each Billing Period.

"Municipal Solid Waste" means any nonhazardous solid waste resulting from operation of residential, commercial, industrial, governmental, or institutional establishments except for Unacceptable Waste and Hazardous Materials. Provided however, Municipal Solid Waste may exclude oil field exploration and production waste, sewage sludge.

"Municipal Solid Waste Management Facility" means any land, building, plant, system, motor vehicles, equipment or other property, whether real, personal or mixed, or any combination or either thereof, used or useful or capable of future use in the collection, storage, treatment, utilization, recycling, processing, extracting, or conversion of such resources into compost or useful form of energy, transporting or Disposal of Municipal Solid Waste, including Transfer Stations, incinerators, Solid Waste Landfill Facilities or other facilities necessary or desirable for such purpose.

"Municipality" means any incorporated city or town in this state.

"Operation and Maintenance Expense" means the Authority's expenses for operation, maintenance, repairs, ordinary replacement and ordinary reconstruction of the Project and shall include, without limiting the generality of the foregoing, administrative expenses, salaries for employees, utilities, labor, material, supplies and equipment necessary for the operation and maintenance of the Project, and transportation cost from the Delivery Point to the Project, or Alternative Delivery Point, any amount set aside for Corrective Action, remediation, Closure and Post Closure Care or necessary to be expended for such purposes, insurance premiums, legal, engineering and other consulting expenses, payments to pension, retirement, group life insurance, health and hospitalization funds, or other employee benefit funds, and any other expenses required to be paid by the Authority and applicable in the circumstances, and the expenses, liabilities and compensation of the Fiduciaries required to be paid under any Bond Resolution, all to the extent properly attributable to the Authority and its Project.

"Notice" shall have the meaning specified in Section 8.07.

"Outstanding" means Bonds which remain unpaid as to principal and interest at any point in time.

"Overdue Rate" means the rate of interest to be charged on unpaid and delinquent Monthly Service Fee which shall be a rate equal to the New York Prime Interest Rate on the date the fee was billed.

"Parties" means the signatories to this Agreement.

"Party" means either signatory to this Agreement.

"Permits" means all permits, licenses and approvals required to allow for the construction and operation of the Project by and in accordance with the Plans submitted with the applications for such permits, licenses and approvals.

"Person" means a person as defined in Section 17-17-3, Mississippi Code of 1972.

"Pine Belt Disposal Facility" means the regional Municipal Solid Waste Management Facility and any Transfer Station of the Authority designed or to be designed, permitted, constructed and operated in accordance with the terms and provisions of this Agreement for the disposal of Acceptable Solid Waste of the Pine Belt Region.

"Pine Belt Region" or "PBR" means the geographic region comprised of the incorporated and unincorporated areas located within Covington County, Perry County, Jones County, Stone County, Jefferson Davis County, Greene County, the Cities of Laurel, Petal and Hattiesburg, and any other City or County that becomes a member of the Authority.

"Pine Belt Solid Waste" means any Solid Waste generated within the Pine Belt Region by any Person, including without limitation, any residential, commercial, industrial, institutions for governmental generator located within the Pine Belt Region.

"Plan" means the Pine Belt Nonhazardous Solid Waste Plan required by §17-17-201 et seq.

"Plans" means the plans and specifications prepared for the operation, maintenance, and expansion of the disposal facility including all improvements thereon.

"Post Closure Care" means the care, maintenance and other requirements imposed by state and federal regulations upon a Site or portion which has been closed according to law or regulations and no longer receives Solid Waste.

"Project" means the Pine Belt Disposal Project located in Perry County, Mississippi, and its transfer stations located throughout the Pine Belt Region.

"Project Operator" shall mean the firm, corporation or other entity employed by the Authority for the purpose of operating the Project and the Transfer Stations.

"Pro Rata Share" means a fraction or percentage which represents the Unit of Local Government share of any obligation under this Agreement based upon its Voting Strength.

"Public Agency" means any incorporated city or town, county, political subdivision, governmental district or unit, public corporation, public institution of higher learning, community college district, planning and development district, or governmental agency created under the laws of the state.

"Refunding Bonds" means any Bonds issued to refinance previously issued Bonds.

"Regulatory Change" means any (a) enactment of or change in any laws, rules, regulations, ordinances, regulatory requirements or guidelines (including changes in construction or

interpretation thereof or changes in the manner or method of enforcement thereof by a state or federal regulatory agency or court of law) or (b) orders, judgments or directives of any court or governmental body or instrumentality thereof, or (c) issuance, change or modification of any permits regarding construction, use, operation, closure or post-closure care, which occurs or takes effect on or after the date of this Agreement and were unknown, unanticipated or not proposed or published as proposed on the date of this Agreement.

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment of a substance which causes damage to the environment or is hazardous or creates a threat to the environment.

"Revenue" means:

- (i) all income and revenues from all sources, collected or received by the Authority in the operation of the Project, including without limitation except as herein expressly provided, all rentals, charges, fees, Tipping Fees, Service Fees, and User charges received by or on behalf of the Authority in its capacity as the owner of the Project by the Project Operator in its capacity as the operator of the Project or any part of the foregoing;
- (ii) all gifts, grants, reimbursements or payments received from governmental units or public agencies by the Authority or Project which are: (a) not restricted in application to a special purpose, and (b) otherwise lawfully available for the payment of charges and expenses of the Authority and or Facility;
- (iii) income received on any investment of moneys held.

"Revenue Requirement" means the revenue necessary to pay all Operation and Maintenance Expenses, and Debt Service on the Bonds, amounts necessary for the Capital Expansion Fund for the fiscal year, and amounts necessary to fund any reserve fund requirements and for Closure and Post Closure Care.

"Rubbish" means nonputrescible solid waste (excluding ashes) consisting of both combustible and non-combustible waste as defined by DEQ Regulations.

"Schedule" means a schedule which is incorporated in and made a part of this Agreement, as such schedule may be modified from time to time in accordance with the terms of this Agreement.

"Section" means a section of this Agreement.

"Service Agreement" means this Agreement or similar Agreement with a User of the Facility of the Authority.

"Site" means the property on which the Pine Belt Solid Waste Disposal Facility or a Transfer Station of the Authority is located.

"Solid Waste" means solid waste as defined in Section 17-17-3, Mississippi Code of 1972, except it shall not include Rubbish, which may be required or permitted for Disposal in a Subtitle D landfill.

"Solid Waste Landfill" means a Disposal Facility where any amount of Solid Waste, whether or not mixed with or including other waste allowed under Subtitle D of the Resource Conservation and Recovery Act of 1976, as amended, is disposed of by means of placing an approved cover thereon.

"Special Waste" means any nonhazardous waste as defined by DEQ which requires special or exceptional handling or contains an added element of expense to dispose of as determined by the Authority and requires approval from DEQ.

"State" means the State of Mississippi.

"Subtitle D Regulations" means the regulations printed in the October 9, 1991, Federal Register to be included in the Code of Federal Regulation, Title 40, Parts 257 and 258.

"Tipping Fee" shall be the per ton charge from time to time imposed by the Authority on the Unit of Local Government as set forth in Schedule 2 or any User with respect to the costs of the Authority associated with acquiring, designing, constructing and permitting, operating and maintaining the Project, which costs shall, to the extent that other revenues or funds of the Authority have not been actually applied to meet such requirements, consist of:

- (i) the amounts required to pay the costs of Operation and Maintenance Expense of the Facility.
- (ii) amounts required by any Bond Resolution to be paid into any fund or account established under such Bond Resolution as an operating and maintenance reserve; and
- (iii) amounts required by a Bond Resolution to be paid into any fund or account established under such Bond Resolution for any of the following purposes: construction, renewal and replacement.
- (iv) amounts required to pay the cost of the Authority's administration, billing and collection cost, debt requirements on any Bonds or debt, operation, general overhead, and planning and such professional services necessary for the administration of the Authority and the Facility.
- (v) all cost relating to claims or judgments, fines or penalties required to be paid by the Authority arising out of the acquisition, construction, operation and maintenance of the Facility or the Authority.
- (vi) such amount as shall be necessary by the Authority for any Project Cost, any fees or adjustments to a Host county, financial assurance, Closure costs, Post Closure Care, Corrective Action, remediation, planning development costs, engineering fees, cost of obtaining Permits, approvals, licenses, Project Cost, expansions, labor,

material, equipment, supplies, training and testing, insurance premiums, legal and financing fees and costs, and any cost deemed necessary to prevent the interruption of services and damage to the Facility.

- (vii) any taxes or regulation fees or charges imposed by any state, local or federal agencies on the Authority, the Facility or its permit.

“Ton” means a “short ton” of 2,000 pounds.

“Transfer Station” means the Delivery Point for the Acceptable Solid Waste of the Unit of Local Government for transfer and transportation for Disposal by the Authority.

“Unacceptable Waste” means Hazardous Waste or any other portion of Solid Waste, the disposal of which, in the reasonable judgment of the Authority:

- (a) may present a substantial endangerment to health or safety of the public or Facility employees,
- (b) would cause applicable air quality or water effluent standards or other applicable standards or any air quality or water effluent or other permit issued to the Facility to be violated by the normal operation of the Facility.
- (c) would cause Residue to be Hazardous Waste,
- (d) has a reasonable possibility of adversely affecting the operation of the Facility, or
- (e) any waste which is not acceptable for disposal at the Pine Belt Disposal Facility under the Permit, or laws and regulations of the state and federal government.

“Unforeseen Circumstance” means any act, event or condition (other than labor strikes) that has had a material adverse effect on the rights or the obligations of the parties under this Agreement, or a material adverse effect on the Project, or the ownership, possession or operation of the Project, if such act, event or condition is beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Agreement. Such acts or events may include, but shall not be limited to, the following:

- (a) an act of God (but not including reasonably anticipated weather conditions for the geographic area of the Facility); lightning, earthquake, fire, explosion, flood, widespread pandemic, sabotage or similar occurrence; acts of a public enemy, extortion, war, blockade or insurrection, riot or civil disturbance;
- (b) the order and/or judgment of any federal, state or local court, administrative agency or governmental body, excepting decisions of federal courts interpreting the federal tax laws and decisions of state courts interpreting state tax laws, if it is not also the result of the willful or negligent action or inaction of the party relying thereon; provided that neither the contesting in good faith of any such order and/or judgment

nor the failure to so contest shall constitute or be construed as a willful or negligent action or inaction of such party;

- (c) a change in law;
- (d) the condemnation, taking, seizure, involuntary conversion or requisition of title to or use of the Facility, the Facility Site, or any material portion or part thereof by the action of any federal, State or local government or governmental agency or authority.

"Unit of Local Government" means the county or municipality of this state who is a party to this Agreement.

"User" means any person, individual, corporation, association, enterprise, or public agency who delivers or causes to be delivered Acceptable Solid Waste for disposal at the Facility, and including any public agency or unit of local government outside the region who may contract for disposal with the Authority.

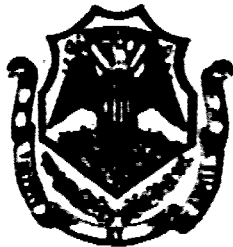
"User Charge Ordinance" means an ordinance or resolution adopted by the Authority each year, according to the terms of this Agreement, which shall set forth the charges or fees to be charged by the Authority for use of its facility and service relating thereto.

"Voting Strength" means the voting percentage of a Member as set forth in the Incorporation Agreement, as amended, changed or adjusted from time to time.

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280609

State of Mississippi



Office of
SECRETARY OF STATE
JACKSON

**CERTIFICATE OF INCORPORATION
OF
PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY**

The undersigned, as Secretary of state of the State of Mississippi, hereby certifies that Articles of Incorporation for the above named corporation duly signed and verified pursuant to the provisions of Senate Bill No. 2984, Chapter 581, Laws of 1991, have been received in this office and are found to conform to law.

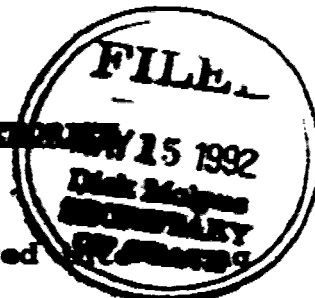
Accordingly the undersigned, as such Secretary of State, and by virtue of the authority vested in him, by law, hereby issues this CERTIFICATE OF INCORPORATION, and attaches hereto a duplicate of the Articles of Incorporation.

Given under my hand and seal of office, this the

15th day of May 19 92

SECRETARY OF STATE

**INCORPORATION AGREEMENT OF
PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY**



This INCORPORATION AGREEMENT is made and entered into this 15th day of November, 1992, by and between the CITY OF HATTIESBURG, MISSISSIPPI, the CITY OF LAUREL, MISSISSIPPI and the CITY OF PETAL, MISSISSIPPI, all of which are municipal corporations organized and existing under the laws of the State of Mississippi; and the BOARD OF SUPERVISORS OF COVINGTON COUNTY, MISSISSIPPI, the BOARD OF SUPERVISORS OF JONES COUNTY, MISSISSIPPI, the BOARD OF SUPERVISORS OF LAMAR COUNTY, MISSISSIPPI and the BOARD OF SUPERVISORS OF PERRY COUNTY, MISSISSIPPI; each of the above named parties being represented by its respective designated representative to act for and on its behalf in order to enter into this incorporation agreement, and all of the above named parties hereinafter being referred to as "THE PARTIES".

RECITALS:

1. The Mississippi State Legislature in its 1991 Regular Session enacted into law Senate Bill 2984 which is cited as Section 17-17-301, et seq. Mississippi Code of 1972 ("the Act"), which sets forth the authority for any unit of local government, or any combination thereof, to form a regional solid waste management authority, defines the powers and authority in connection thereto, and authorizes the siting, acquisition, construction and operation of a regional solid waste management and disposal facility.

2. The Parties hereto desire to enter into this incorporation agreement for the purpose of forming a regional solid waste management authority pursuant to the Act, to be known as Pine Belt Regional Solid Waste Management Authority (the "Authority").
3. Pursuant to the Act, the governing body of each Party hereto has duly adopted a resolution expressing its intent to exercise its authority granted under the Act, stating the necessity for the regional authority, the primary function of such regional authority and authorizing a designated representative to enter into this incorporation agreement with the other Parties hereto, certified copies of which are attached hereto.
4. It is the desire of the Parties hereto to create and establish a regional solid waste management authority as a public body corporate and politic constituting a political subdivision of the State of Mississippi, for the purpose of i) preparing and implementing a solid waste management plan, and ii) siting, owning, acquiring, constructing, equipping and operating or causing the operation thereof, of an integrated regional solid waste management and disposal facility, area transfer stations, area transportation system, and recycling and waste minimization facilities (the "Project"); to act in all respects for the benefit of the people of the State of

Mississippi in the performance of essential public functions,
and for the purpose of promoting the health, welfare, and
prosperity of the general public.

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE ABOVE, and the
mutual benefits accruing to the Parties, the Parties do hereby
agree as follows:

1. **PARTICIPATING CITIES AND COUNTIES:**

The name of each participating unit of local government and
the date on which the governing bodies thereof adopted an
authorizing resolution are as follows:

<u>Participating Government</u>	<u>Date of Resolution</u>
City of Hattiesburg	April 7, 1992
City of Laurel	February 19, 1992
City of Petal	February 18, 1992
Covington County	February 19, 1992
Jones County	February 2, 1992
Lamar County	May 5, 1992
Perry County	February 25, 1992

2. **NAME:**

The name of the Authority shall be "Pinebelt Regional Solid
Waste Management Authority."

3. **TERM:**

The Authority shall have perpetual duration unless and until
dissolved by written agreement among the Parties.

4. **REGISTERED AGENT:**

The name and address of the initial registered agent is W. Larry Harris, c/o Holcomb, Dunbar, Connell, Chaffin & Willard, Post Office Box 2990, Suite 900, 120 North Congress Street, Jackson, Mississippi 39207.

5. **LOCATION OF PRINCIPAL OFFICE:**

The location of the principal office of the Authority shall initially be Suite 900, 120 Congress Street, Post Office Box 2990, Jackson, Mississippi 39207.

6. **DISSOLUTION:**

Upon dissolution of the Authority, the assets of the Authority, both real and personal including intangibles, shall remain vested in the Authority and shall be disposed or distributed in kind in accordance with the bylaws of the Authority.

7. **AUTHORIZATION:**

The Authority created herein shall be organized pursuant to the provisions of the Act.

8. **PURPOSE:**

The purpose for which the Authority is created shall be to (i) prepare and implement a solid waste management plan pursuant to the Act, and (ii) site, own, acquire, construct, equip,

operate or cause to be operated, an integrated regional solid waste management and disposal facility including, but not limited to, area transfer stations, area transportation system and recycling and waste minimization facilities; and (iii) to achieve those functions listed in (i) and (ii) above at the lowest possible cost.

9. APPOINTMENT OF BOARD:

Each of the Parties shall be entitled to one (1) appointment for each twelve percent (12%) increment of the total waste stream generated rounded either up or down to the nearest one twelfth (1/12) increment which percentage of the waste stream shall initially be determined by Pine Belt Regional Solid Waste Master Plan, December, 1990 as prepared by Neel-Schaffer Engineers, Hattiesburg, Mississippi. All votes of each appointee shall be equal. After the initial appointments to the Board, appointments shall be in the same manner as set forth above and shall be determined using a four (4) year average of actual waste generated and disposed of in the Regional disposal facility said four year average to begin at such time as the Regional disposal facility becomes fully operational.

The number of Commissioners initially appointed to the Board and the terms of each shall be as follows:

City of Hattiesburg	-	1 Year from Date of Appointment
City of Hattiesburg	-	2 Years from Date of Appointment
City of Hattiesburg	-	3 Years from Date of Appointment
City of Laurel	-	4 Years from Date of Appointment
City of Laurel	-	1 Year from Date of Appointment
City of Petal	-	2 Years from Date of Appointment
Covington County	-	3 Years from Date of Appointment
Jones County	-	4 Years from Date of Appointment
Jones County	-	1 Year from Date of Appointment
Lamar County	-	2 Years from Date of Appointment
Perry County	-	3 Years from Date of Appointment

Membership of the Board may be increased pursuant to Section 17-17-313(iii) and (v) of the Act. All appointments subsequent to the initial appointments shall be for a term of four (4) years.

10. REMOVAL OF COMMISSIONER:

Any appointed commissioner may be removed from serving on the Board of Commissioners by the appointing political subdivision for misfeasance, malfeasance or willful neglect of duty including failure to attend three (3) consecutive Board meetings without just cause for such absences. The appointing political subdivision shall give the Commissioner and the Board of Commissioners written notice of such removal by certified mail stating the reason(s) for such removal and designating a time and place for such Commissioner to show cause why he or she should not be removed from the Board of Commissioners.

11. DELEGATION OF POWERS AND AUTHORITY:

The Authority created hereby shall have and be entitled to exercise all of the rights and powers necessary or convenient to carry out the purposes of the Act, including without limitation the rights and powers set forth and enumerated in the provisions of the Act.

12. VESTING OF POWERS AND AUTHORITY - EFFECTIVE DATE:

The powers and authority to be vested in the Authority as set forth in the Act shall become effective at such time as each of the Parties adopts and approves a resolution designating the date or dates in which all or any portion of such power and authority shall become effective.

13. AMENDMENTS:

This incorporation agreement may be amended at any time in accordance with the provisions of the Act.

14. DESIGNATED REPRESENTATIVES:

Each Party hereto is represented by its designated representative duly authorized to execute this incorporation agreement on its behalf.

15. TERMS OF COMMISSION:

Within thirty (30) days of the final approval of this Incorporation Agreement, each respective City and County shall

duly appoint by certified resolution its Commissioner to serve on the Authority and shall designate the term in which each is to serve. Each succeeding appointment shall be made not less than thirty (30) days prior to the expiration of the term of each appointed Commissioner.

16. FISCAL YEAR:

The Authority shall be operated on a fiscal year beginning on October 1 of each year and ending September 30 of each year.

17. ACCOUNTING AND FINANCIAL REPORTING:

By January 1 of each year, the Authority shall have prepared and delivered to each City and County, an audited financial statement and report prepared according to generally accepted accounting principals which report shall set forth in detail the monetary obligations of each participating City and County to the Authority.

18. BUDGET:

By June 1 of each year, the Board of Commissioners shall prepare, adopt and approve an itemized budget and deliver the budget to each of the Parties hereto, which budget shall set forth in detail the obligations of each of the Parties hereto for the next succeeding fiscal year. The budget shall be prepared on a form approved by each of the Parties hereto.

Witness the signature of the duly appointed Designated Representative of the City of Hattiesburg, Mississippi this the 6th day of May, 1992.

CITY OF HATTIESBURG, MISSISSIPPI

BY: James B. Berry

Attest:

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state, within my jurisdiction, the within named duly appointed Designated Representative and City Clerk, respectively, of the City of Hattiesburg, Mississippi, who acknowledged that they are the duly appointed Designated Representative and City Clerk of the City of Hattiesburg, Mississippi, and that for and on behalf of the said City of Hattiesburg and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said City so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this 6th day of May, 1992.

Lisa J. Reid
NOTARY PUBLIC

My Commission Expires:

My Commission Expires September 24, 1995.

(SEAL)

Witness the signature of the duly appointed Designated Representative of the City of Laurel, Mississippi this the 19th day of February, 1992.

CITY OF LAUREL, MISSISSIPPI

BY: George A. Kelly

Attest:
Jolyn Sellers, City Clerk

**STATE OF MISSISSIPPI
COUNTY OF JONES**

Personally appeared before me, the undersigned authority in and for the said county and state, within my jurisdiction, the within named duly appointed Designated Representative and City Clerk, respectively, of the City of Laurel, Mississippi, who acknowledged that they are the duly appointed Designated Representative and City Clerk of the City of Laurel, Mississippi, and that for and on behalf of the said City of Laurel and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said City so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this 19th day of February, 1992.

Robert A. Bell
NOTARY PUBLIC

My Commission Expires:

My Commission Expires Sept. 11, 1993

(SEAL)

Witness the signature of the duly appointed Designated Representative of the City of Petal, Mississippi this the 18th day of February, 1992.

CITY OF PETAL, MISSISSIPPI

BY: *[Signature]*

Attest: *[Signature]*

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state, within my jurisdiction, the within named duly appointed Designated Representative and City Clerk, respectively, of the City of Petal, Mississippi, who acknowledged that they are the duly appointed Designated Representative and City Clerk of the City of Petal, Mississippi, and that for and on behalf of the said City of Petal and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said City so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this 18th day of February, 1992.

[Signature]
NOTARY PUBLIC

My Commission Expires:

My Commission Expires August 14, 1994

(SEAL)

Witness the signature of the duly appointed Designated Representative of the Board of Supervisors of Covington County, Mississippi this the 19th day of February, 1992.

COVINGTON COUNTY BOARD OF SUPERVISORS

BY: William H. Bonard

Attest:

E. M. Mayfield

STATE OF MISSISSIPPI
COUNTY OF COVINGTON

Personally appeared before me, the undersigned authority in and for the said county and state, within my jurisdiction, the within named duly appointed Designated Representative and Clerk, respectively, of Covington County Board of Supervisors, who acknowledged that they are the duly appointed Designated Representative and Clerk, respectively, of Covington County Board of Supervisors, and that for and on behalf of the said Board of Supervisors, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said Board so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this 19th day of February, 1992.

Jennifer W. Collins
NOTARY PUBLIC

My Commission Expires:

2/17/95

(SEAL)

Witness the signature of the duly appointed Designated Representative of the Board of Supervisors of Jones County, Mississippi, this the 11 day of May, 1992.

JONES COUNTY BOARD OF SUPERVISORS

BY: Charles C. Miller

Attest:

STATE OF MISSISSIPPI
COUNTY OF JONES

Personally appeared before me, the undersigned authority in and for the said county and state, within my jurisdiction, the within named duly appointed Designated Representative of the Jones County Board of Supervisors, who acknowledged that he is the duly appointed Designated Representative of the Jones County Board of Supervisors, and that for and on behalf of the said Board of Supervisors, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said Board to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this 11th day of May, 1992.

Burling Tucker, Jr.
NOTARY PUBLIC

My Commission Expires:

1-1-95

(SEAL)

Witness the signature of the duly appointed Designated Representative of the Board of Supervisors of Lamar County, Mississippi, this the 27 day of Feb., 1992.

LAMAR COUNTY BOARD OF SUPERVISORS

BY: Joe W. Bryant

Attest: Wayne Smith
Chancery Clerk

STATE OF MISSISSIPPI
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, within my jurisdiction, the within named duly appointed Designated Representative and Clerk, respectively, of Lamar County Board of Supervisors, who acknowledged that they are the duly appointed Designated Representative and Clerk, respectively, of Lamar County Board of Supervisors, and that for and on behalf of the said County of Lamar and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said Board so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this 27 day of Feb., 1992.

Cecelia Andranth Scott
NOTARY PUBLIC

My Commission Expires:

8/29/94

(SEAL)

Witness the signature of the duly appointed Designated Representative of the Board of Supervisors of Perry County, Mississippi, this the 25 day of February, 1992.

PERRY COUNTY BOARD OF SUPERVISORS

BY: John W. Linder

Attest:

STATE OF MISSISSIPPI
COUNTY OF PERRY

Personally appeared before me, the undersigned authority in and for the said county and state, within my jurisdiction, the within named duly appointed Designated Representative and Clerk, respectively, of the Perry County Board of Supervisors, who acknowledged that they are the duly appointed Designated Representative and Clerk respectively, of the Perry County Board of Supervisors, and that for and on behalf of the said Board of Supervisors and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said Board so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this 25th day of February, 1992.

Don Realy
NOTARY PUBLIC

My Commission Expires:

1-2-96

(SEAL)

STATE OF MISSISSIPPI)

COUNTY OF FORREST AND LAMAR)

I, Clarice Wansley, City Clerk of the City of Hattiesburg, Mississippi, do hereby certify that the foregoing is a true and correct copy of Orders approved by the City Council of said City at a Regular Meeting held on April 7, 1992 as the same appears for record in my office in Minute Book 1992-2 at page(s) 208-212.

WITNESS my signature and the official seal of said City on this, the 16th day of April, A. D., 1992.

Clarice Wansley
CITY CLERK

BY: David J. Reid
DEPUTY MUNICIPAL CLERK

(S E A L)

MOTION was made by Councilman Lawrence and seconded by Councilman Holloway to rescind action taken December 3, 1991, adopting the Pine Belt Regional Solid Waste Authority Incorporation Agreement; and adopt a Resolution adopting and approving the (revised) Pine Belt Regional Solid Waste Authority Incorporation Agreement and authorizing execution by the City's Designated Representative.

Following discussion, the motion received the affirmative vote of the Council as follows:

YEAS: Holloway
 Farris
 Lawrence

NAYS: Cummings

This being the 7th day of April, A.D., 1992.

(Copies)

CITY OF HATTIESBURG
AGENDA ITEM
FACT SHEET

Item No. VII-2

Council Meeting Date: 04/07/92

ITEM TITLE:

Resolution - Pine Belt Regional Solid Waste Authority
Incorporation Agreement

INTRODUCED BY: Mayor J. Ed Morgan

CONTACT PERSON/TELEPHONE: James B. Borsig

545-4504

SUMMARY EXPLANATION:

Resolution and revised Incorporation Agreement must be approved to formally begin the incorporation of the Regional Authority. No material changes have occurred since it was first adopted; changes include fiscal year, agent for process, and other minor wording clarifications.

EXHIBITS FOR REVIEW

Resolution X Ordinance Contract Minutes

Plat/Maps Other (Specify) Appendix A - Incorporation Agreement

Submittal Authorization: Council President Mayor X

STAFF RECOMMENDATION:

Rescind action taken on December 3, 1991 adopting the Pine Belt Regional Solid Waste Authority Incorporation Agreement; and adopt Resolution adopting and approving the Pine Belt Regional Solid Waste Authority Incorporation Agreement and authorizing its execution by the City's Designated Representative.

COUNCIL ACTION: Motion by: L Second by: H
Vote: Councilmember Yes No Abstain

Cummings
Holloway
Buckley
Farris
Lawrence

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ACTION TAKEN:

D

STATE OF MISSISSIPPI)

COUNTY OF FORREST AND LAMAR)

I, Clarice Wansley, City Clerk of the City of Hattiesburg, Mississippi, do hereby certify that the foregoing is a true and correct copy of Orders approved by the City Council of said City at a Regular Meeting held on April 7, 1992 as the same appears for record in my office in Minute Book 1992-2 at page(s) 208-212.

WITNESS my signature and the official seal of said City on this, the 16th day of April, A. D., 1992.

Clarice Wansley
CITY CLERK

BY: Lucie J. Reid
DEPUTY MUNICIPAL CLERK

(S E A L)

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG (i) EXPRESSING ITS INTENT TO EXERCISE ITS AUTHORITY GRANTED UNDER SECTION 17-17-301, ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED, WITH RESPECT TO INCORPORATING A REGIONAL SOLID WASTE MANAGEMENT AND DISPOSAL AUTHORITY; (ii) APPROVING AN INCORPORATION AGREEMENT; (iii) AUTHORIZING THE CITY'S DESIGNATED REPRESENTATIVE TO EXECUTE THE INCORPORATION AGREEMENT ON BEHALF OF THE CITY; AND (iv) FOR OTHER RELATED PURPOSES.

WHEREAS, the City of Hattiesburg, Mississippi has heretofore jointly funded, along with Jones, Covington, Perry and Lamar Counties and the Cities of Laurel and Petal (the "Participants"), a comprehensive study and plan on solid waste management within a five (5) county area and approved methods of disposing of same;

WHEREAS, the Mississippi State Legislature, in its 1991 Regular Session enacted into law Senate Bill 2984, which is cited as Section 17-17-301, et seq., Mississippi Code of 1972 (the "Act"), which Act is a comprehensive law setting forth the authority to create a regional solid waste management and disposal authority;

WHEREAS, the City of Hattiesburg (the "City") has heretofore expressed its intent to form a regional solid waste authority and has appointed a designated representative to negotiate an Incorporation Agreement for and on behalf of the City;

WHEREAS, the respective designated representatives of the Participants have agreed upon the content of the Incorporation Agreement;

WHEREAS, public policy, public convenience and necessity and the general welfare of the citizens of the City demand that the City exercise the authority vested under the Act and accordingly, the Mayor and City Council of the City do hereby approve the Incorporation Agreement in the form attached hereto and marked as Exhibit "A".

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

1. The public policy, public convenience and necessity and the general welfare of the residents of the City demand and require that (i) a solid waste management and disposal facility be acquired, constructed, equipped and operated, and (ii) a regional solid waste management and disposal facility be constructed under the jurisdiction and control of a regional authority consisting of appointees of each participating City and County, all as set forth in and required by the Act.
2. The primary purpose of the regional authority shall be to acquire, construct, equip and operate or cause to be acquired, constructed, equipped and operated, or any combination of the foregoing, a solid waste management and disposal facility including required transfer stations, which facility will be qualified under and in full compliance with Subtitle D of the Resource Conservation & Recovery Act and the laws of the State of Mississippi.
3. In order to achieve such purpose, the Incorporation Agreement, attached hereto and marked as Exhibit "A" is hereby acknowledged and approved and the Designated Representative of the City, being James B. Borsig, is hereby authorized and directed to execute the Incorporation Agreement for and on behalf of the City.

4. Upon execution and delivery by the Designated Representative, notice of such incorporation shall be published as required by the Act.
5. The resolution of the City heretofore adopted approving the previous draft of the Incorporation Agreement is hereby rescinded and of no further force and effect.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Councilman Lawrence, seconded by Councilman Holloway, and was adopted by the following vote, to wit:

YEAS: Holloway
Farris
Lawrence

NAYS: Cummings

The President thereby declared the motion carried and the Resolution adopted, on this the 7th day of April, A.D., 1992.

(S E A L)

ATTEST:

ADOPTED:

Sydney Anderson
CLERK OF COUNCIL

John Bushley
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of April, A.D., 1992.

ATTEST:

ADOPTED:

Cherie Wansley
CITY CLERK

Edmundo
MAYOR

Councilman O. O. Price offered and moved the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAUREL (i) EXPRESSING ITS INTENT TO EXERCISE ITS AUTHORITY GRANTED UNDER SECTION 17-17-301, ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED, WITH RESPECT TO INCORPORATING A REGIONAL SOLID WASTE MANAGEMENT AND DISPOSAL AUTHORITY; (ii) APPROVING AN INCORPORATION AGREEMENT; (iii) AUTHORIZING THE CITY'S DESIGNATED REPRESENTATIVE TO EXECUTE THE INCORPORATION AGREEMENT ON BEHALF OF THE CITY; AND (iv) FOR OTHER RELATED PURPOSES.

WHEREAS, the City of Laurel, Mississippi has heretofore jointly funded, along with Jones, Covington, Perry and Lamar Counties and the Cities of Hattiesburg and Petal (the "Participants"), a comprehensive study and plan on solid waste management within a five (5) county area and approved methods of disposing of same;

WHEREAS, the Mississippi State Legislature, in its 1991 Regular Session enacted into law, Senate Bill 2984, which is cited as Section 17-17-301, et seq., Mississippi Code of 1972, (the "Act") which Act is a comprehensive law setting forth the authority to create a regional solid waste management and disposal authority;

WHEREAS, this Governing Body has heretofore expressed its intent to form a regional solid waste authority and has appointed a designated representative to negotiate an Incorporation Agreement for and on behalf of the City;

WHEREAS, the respective designated representatives of the Participants have agreed upon the content of the Incorporation Agreement;

WHEREAS, public policy, public convenience and necessity and the general welfare of the citizens of the City demand that the City exercise the authority vested under the Act and accordingly, the Governing Body of the City does hereby approve the Incorporation Agreement in the form attached hereto and marked as Exhibit "A".

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY AS FOLLOWS:

1. The public policy, public convenience and necessity and the general welfare of the residents of the City demand and require that (i) a solid waste management and disposal facility be acquired, constructed, equipped and operated and (ii) a regional solid waste management and disposal facility be constructed under the jurisdiction and control of a regional authority consisting of

appointees of each participating City and County all as set forth in and required by the Act.

2. The primary purpose of the regional authority shall be to acquire, construct, equip and operate or cause to be acquired, constructed, equipped and operated, or any combination of the foregoing, a solid waste management and disposal facility including required transfer stations, which facility will be qualified under and in full compliance with Subtitle D of the Resource Conservation & Recovery Act and the laws of the State of Mississippi.

3. In order to achieve such purpose, the Incorporation Agreement, attached hereto and marked as Exhibit "A" is hereby acknowledged and approved and the Designated Representative of the City, being Councilman George Gaddy, is hereby authorized and directed to execute the Incorporation Agreement for and on behalf of the City.

4. Upon execution and delivery by the Designated Representative, notice of such incorporation shall be published as required by the Act.

5. The resolution of the City heretofore adopted approving the previous draft of the Incorporation Agreement is heretofore rescinded and of no further force and effect.

Councilman James B. Jones seconded the motion to adopt the foregoing Resolution, and the vote thereupon was as follows:

Councilman	<u>Roy N. Moss</u>	voted:	<u>Absent</u>
Councilman	<u>William H. Farr</u>	voted:	<u>Yea</u>
Councilman	<u>Joe H. Norman</u>	voted:	<u>Absent</u>
Councilman	<u>O. O. Price</u>	voted:	<u>Yea</u>
Councilman	<u>George Gaddy</u>	voted:	<u>Yea</u>
Councilman	<u>James B. Jones</u>	voted:	<u>Yea</u>
Councilman	<u>Melvin Mack</u>	voted:	<u>Yea</u>

The motion having received the foregoing vote of the Governing Body, the President declared the motion carried and the Resolution adopted, on this the 19th day of February, 1992.

CITY OF LAUREL, MISSISSIPPI

BY: George Gaddy

ATTEST:

Mary Beth Gask
CLERK, DEPUTY

STATE OF MISSISSIPPI
COUNTY OF JONES
CITY OF LAUREL

I, JOHN B. GASK, Clerk of the City of Laurel, Mississippi, do hereby certify that the above is a true and correct copy of the original instrument as same appears of record in the office of the City Clerk in the City Hall at Laurel, Mississippi.

Given under my hand and official seal, this the 27th day of March, 1992
JOHN B. GASK, CITY CLERK, CITY OF LAUREL, MISSISSIPPI

Mary Beth Gask

Alderman Clepper offered and moved the adoption of the following resolution:

RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PETAL (i) EXPRESSING ITS INTENT TO EXERCISE ITS AUTHORITY GRANTED UNDER SECTION 17-17-301, ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED, WITH RESPECT TO INCORPORATING A REGIONAL SOLID WASTE MANAGEMENT AND DISPOSAL AUTHORITY; (ii) APPROVING AN INCORPORATION AGREEMENT; (iii) AUTHORIZING THE CITY'S DESIGNATED REPRESENTATIVE TO EXECUTE THE INCORPORATION AGREEMENT ON BEHALF OF THE CITY; AND (iv) FOR OTHER RELATED PURPOSES.

WHEREAS, the City of Petal, Mississippi has heretofore jointly funded, along with Jones, Covington, Perry and Lamar Counties and the Cities of Hattiesburg and Laurel (the "Participants"), a comprehensive study and plan on solid waste management within a five (5) county area and approved methods of disposing of same;

WHEREAS, the Mississippi State Legislature, in its 1991 Regular Session enacted into law, Senate Bill 2984, which is cited as Section 17-17-301, et seq., Mississippi Code of 1972, (the "Act") which Act is a comprehensive law setting forth the authority to create a regional solid waste management and disposal authority;

WHEREAS, this Governing Body has heretofore expressed its intent to form a regional solid waste authority and has appointed a designated representative to negotiate an Incorporation Agreement for and on behalf of the City;

WHEREAS, the respective designated representatives of the Participants have agreed upon the content of the Incorporation Agreement;

WHEREAS, public policy, public convenience and necessity and the general welfare of the citizens of the City demand that the City exercise the authority vested under the Act and accordingly, the Governing Body of the City does hereby approve the Incorporation Agreement in the form attached hereto and marked as Exhibit "A".

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY AS FOLLOWS:

1. The public policy, public convenience and necessity and the general welfare of the residents of the City demand and require that (i) a solid waste management and disposal facility be acquired, constructed, equipped and operated and (ii) a regional solid waste management and disposal facility be constructed under the jurisdiction and control of a regional authority consisting of

appointees of each participating City and County all as set forth in and required by the Act.

2. The primary purpose of the regional authority shall be to acquire, construct, equip and operate or cause to be acquired, constructed, equipped and operated, or any combination of the foregoing, a solid waste management and disposal facility including required transfer stations, which facility will be qualified under and in full compliance with Subtitle D of the Resource Conservation & Recovery Act and the laws of the State of Mississippi.

3. In order to achieve such purpose, the Incorporation Agreement, attached hereto and marked as Exhibit "A" is hereby acknowledged and approved and the Designated Representative of the City, being Councilman George Gaddy, is hereby authorized and directed to execute the Incorporation Agreement for and on behalf of the City.

4. Upon execution and delivery by the Designated Representative, notice of such incorporation shall be published as required by the Act.

5. The resolution of the City heretofore adopted approving the previous draft of the Incorporation Agreement is heretofore rescinded and of no further force and effect.

Councilman James B. Jones seconded the motion to adopt the foregoing Resolution, and the vote thereupon was as follows:

Councilman	<u>Roy N. Moss</u>	voted: <u>Absent</u>
Councilman	<u>William H. Farr</u>	voted: <u>Yea</u>
Councilman	<u>Joe H. Norman</u>	voted: <u>Absent</u>
Councilman	<u>O. O. Price</u>	voted: <u>Yea</u>
Councilman	<u>George Gaddy</u>	voted: <u>Yea</u>
Councilman	<u>James B. Jones</u>	voted: <u>Yea</u>
Councilman	<u>Melvin Mack</u>	voted: <u>Yea</u>

The motion having received the foregoing vote of the Governing Body, the President declared the motion carried and the Resolution adopted, on this the 19th day of February, 1992.

CITY OF LAUREL, MISSISSIPPI

BY: George Gaddy

ATTEST:

Mary Beth Gask
CLERK, DEPUTY

STATE OF MISSISSIPPI
COUNTY OF JONES
CITY OF LAUREL

I, JOHN M. GASK, Clerk of the City of Laurel, Mississippi, do hereby certify that the above is a true and correct copy of the original as same appears of record in the office of the City Clerk in the City of Laurel, Mississippi.

Given under my hand and official seal, this the 27th day of March, 1992.
JOHN M. GASK, CITY CLERK, CITY OF LAUREL, MISSISSIPPI

Mary Beth Gask

STATE OF MISSISSIPPI
COUNTY OF JEFFERSON
CITY OF LAUREL

I, JOHN T. SELLERS, Mayor of the City of Laurel, Mississippi, do hereby certify that the above and foregoing is a true and correct copy of above instrument as same appears of record in the office of the City Clerk in the City Hall of Laurel, Mississippi.

Given under my hand and seal of office this 5th day of

May

1922

JOHN T. SELLERS, Mayor
LAUREL, MISSISSIPPI

J. Lynn Sellers

Alderman Clepper offered and moved the adoption of the following resolution:

RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PETAL (i) EXPRESSING ITS INTENT TO EXERCISE ITS AUTHORITY GRANTED UNDER SECTION 17-17-301, ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED, WITH RESPECT TO INCORPORATING A REGIONAL SOLID WASTE MANAGEMENT AND DISPOSAL AUTHORITY; (ii) APPROVING AN INCORPORATION AGREEMENT; (iii) AUTHORIZING THE CITY'S DESIGNATED REPRESENTATIVE TO EXECUTE THE INCORPORATION AGREEMENT ON BEHALF OF THE CITY; AND (iv) FOR OTHER RELATED PURPOSES.

WHEREAS, the City of Petal, Mississippi has heretofore jointly funded, along with Jones, Covington, Perry and Lamar Counties and the Cities of Hattiesburg and Laurel (the "Participants"), a comprehensive study and plan on solid waste management within a five (5) county area and approved methods of disposing of same;

WHEREAS, the Mississippi State Legislature, in its 1991 Regular Session enacted into law, Senate Bill 2984, which is cited as Section 17-17-301, et seq., Mississippi Code of 1972, (the "Act") which Act is a comprehensive law setting forth the authority to create a regional solid waste management and disposal authority;

WHEREAS, this Governing Body has heretofore expressed its intent to form a regional solid waste authority and has appointed a designated representative to negotiate an Incorporation Agreement for and on behalf of the City;

WHEREAS, the respective designated representatives of the Participants have agreed upon the content of the Incorporation Agreement;

WHEREAS, public policy, public convenience and necessity and the general welfare of the citizens of the City demand that the City exercise the authority vested under the Act and accordingly, the Governing Body of the City does hereby approve the Incorporation Agreement in the form attached hereto and marked as Exhibit "A".

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY AS FOLLOWS:

1. The public policy, public convenience and necessity and the general welfare of the residents of the City demand and require that (i) a solid waste management and disposal facility be acquired, constructed, equipped and operated and (ii) a regional solid waste management and disposal facility be constructed under the jurisdiction and control of a regional authority consisting of

appointees of each participating City and County all as set forth in and required by the Act.

2. The primary purpose of the regional authority shall be to acquire, construct, equip and operate or cause to be acquired, constructed, equipped and operated, or any combination of the foregoing, a solid waste management and disposal facility including required transfer stations, which facility will be qualified under and in full compliance with Subtitle D of the Resource Conservation & Recovery Act and the laws of the State of Mississippi.

3. In order to achieve such purpose, the Incorporation Agreement, attached hereto and marked as Exhibit "A" is hereby acknowledged and approved and the Designated Representative of the City, being Jack Gay, is hereby authorized and directed to execute the Incorporation Agreement for and on behalf of the City.

4. Upon execution and delivery by the Designated Representative, notice of such incorporation shall be published as required by the Act.

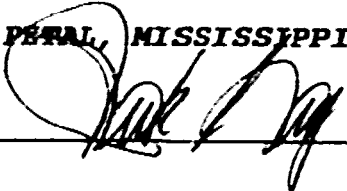
5. The resolution of the City heretofore adopted approving the previous draft of the Incorporation Agreement is heretofore rescinded and of no further force and effect.

Alderman Scott seconded the motion to adopt the foregoing Resolution, and the vote thereupon was as follows:

Alderman <u>Reuben Clepper</u>	voted: <u>YEA</u>
Alderman <u>Jerry Crowe</u>	voted: <u>YEA</u>
Alderman <u>Donald Rowell</u>	voted: <u>YEA</u>
Alderman <u>Bobby Runnels</u>	voted: <u>YEA</u>
Alderman <u>Leroy Scott</u>	voted: <u>YEA</u>

The motion having received the foregoing vote of the Governing Body, the President declared the motion carried and the Resolution adopted, on this the 18th day of February, 1992.

CITY OF PETAL, MISSISSIPPI

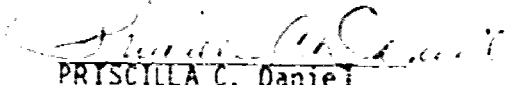
BY: 


CLERK

CERTIFICATE

I, Priscilla C. Daniel, do hereby certify that the above and foregoing is a true copy of a Resolution adopted by the Mayor and Board of Aldermen at their regular meeting of February 18, 1992 as found in Minute Book 13 Page 36.

WITNESS my signature on this the 5th day of May, A.D., 1992.


PRISCILLA C. Daniel
CITY CLERK

(SEAL)

Supervisor Flynt offered and moved the adoption of the following resolution:

RESOLUTION OF THE BOARD OF SUPERVISORS OF COVINGTON COUNTY (i) EXPRESSING ITS INTENT TO EXERCISE ITS AUTHORITY GRANTED UNDER SECTION 17-17-301, ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED, WITH RESPECT TO INCORPORATING A REGIONAL SOLID WASTE MANAGEMENT AND DISPOSAL AUTHORITY; (ii) APPROVING AN INCORPORATION AGREEMENT; (iii) AUTHORIZING THE COUNTY'S DESIGNATED REPRESENTATIVE TO EXECUTE THE INCORPORATION AGREEMENT ON BEHALF OF THE COUNTY; AND (iv) FOR OTHER RELATED PURPOSES.

WHEREAS, Covington County, Mississippi has heretofore jointly funded, along with Perry, Jones and Lamar Counties and the Cities of Hattiesburg, Laurel and Petal (the "Participants"), a comprehensive study and plan on solid waste management within a five (5) county area and approved methods of disposing of same;

WHEREAS, the Mississippi State Legislature, in its 1991 Regular Session enacted into law, Senate Bill 2984, which is cited as Section 17-17-301, et seq., Mississippi Code of 1972, (the "Act") which Act is a comprehensive law setting forth the authority to create a regional solid waste management and disposal authority;

WHEREAS, this Governing Body has heretofore expressed its intent to form a regional solid waste authority and has appointed a designated representative to negotiate an Incorporation Agreement for and on behalf of the County;

WHEREAS, the respective designated representatives of the Participants have agreed upon the content of the Incorporation Agreement;

WHEREAS, public policy, public convenience and necessity and the general welfare of the citizens of the County demand that the County exercise the authority vested under the Act and accordingly, the Governing Body of the County does hereby approve the Incorporation Agreement in the form attached hereto and marked as Exhibit "A".

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE COUNTY AS FOLLOWS:

1. The public policy, public convenience and necessity and the general welfare of the residents of the County demand and require that (i) a solid waste management and disposal facility be acquired, constructed, equipped and operated and (ii) a regional solid waste management and disposal facility be constructed under the jurisdiction and control of a regional authority consisting of

appointees of each participating City and County all as set forth in and required by the Act.

2. The primary purpose of the regional authority shall be to acquire, construct, equip and operate or cause to be acquired, constructed, equipped and operated, or any combination of the foregoing, a solid waste management and disposal facility including required transfer stations, which facility will be qualified under and in full compliance with Subtitle D of the Resource Conservation & Recovery Act and the laws of the State of Mississippi.

3. In order to achieve such purpose, the Incorporation Agreement, attached hereto and marked as Exhibit "A" is hereby acknowledged and approved and the Designated Representative of the County, being William G. Leonard, is hereby authorized and directed to execute the Incorporation Agreement for and on behalf of the County.

4. Upon execution and delivery by the Designated Representative, notice of such incorporation shall be published as required by the Act.

Supervisor Mooney seconded the motion to adopt the foregoing Resolution, and the vote thereupon was as follows:

Supervisor	<u>Clarence Davis</u>	voted: <u>aye</u>
Supervisor	<u>Howard Flynt</u>	voted: <u>aye</u>
Supervisor	<u>William G. Leonard</u>	voted: <u>aye</u>
Supervisor	<u>Allison Mooney</u>	voted: <u>aye</u>
Supervisor	<u>Mason Stringer</u>	voted: <u>aye</u>

The motion having received the foregoing vote of the Governing Body, the President declared the motion carried and the Resolution adopted, on this the 19th day of February, 1992.

COVINGTON COUNTY, MISSISSIPPI

BY: William G. Leonard
PRESIDENT, BOARD OF SUPERVISORS

CLERK

CERTIFIED a true copy of original instrument
now on record in my office. This the 5 day
of May, 1992.

Lyman Marshall
CHANCERY CLERK
Covington County, Miss.

Supervisor Calvin Holifield offered and moved the adoption of the following resolution:

RESOLUTION OF THE BOARD OF SUPERVISORS OF JONES COUNTY (i) EXPRESSING ITS INTENT TO EXERCISE ITS AUTHORITY GRANTED UNDER SECTION 17-17-301, ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED, WITH RESPECT TO INCORPORATING A REGIONAL SOLID WASTE MANAGEMENT AND DISPOSAL AUTHORITY; (ii) APPROVING AN INCORPORATION AGREEMENT; (iii) AUTHORIZING THE COUNTY'S DESIGNATED REPRESENTATIVE TO EXECUTE THE INCORPORATION AGREEMENT ON BEHALF OF THE COUNTY; AND (iv) FOR OTHER RELATED PURPOSES.

WHEREAS, Jones County, Mississippi has heretofore jointly funded, along with Covington, Perry and Lamar Counties and the Cities of Hattiesburg, Laurel and Petal (the "Participants"), a comprehensive study and plan on solid waste management within a five (5) county area and approved methods of disposing of same;

WHEREAS, the Mississippi State Legislature, in its 1991 Regular Session enacted into law, Senate Bill 2984, which is cited as Section 17-17-301, et seq., Mississippi Code of 1972, (the "Act") which Act is a comprehensive law setting forth the authority to create a regional solid waste management and disposal authority;

WHEREAS, this Governing Body has heretofore expressed its intent to form a regional solid waste authority and has appointed a designated representative to negotiate an Incorporation Agreement for and on behalf of the County;

WHEREAS, the respective designated representatives of the Participants have agreed upon the content of the Incorporation Agreement;

WHEREAS, public policy, public convenience and necessity and the general welfare of the citizens of the County demand that the County exercise the authority vested under the Act and accordingly, the Governing Body of the County does hereby approve the Incorporation Agreement in the form attached hereto and marked as Exhibit "A".

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE COUNTY AS FOLLOWS:

1. The public policy, public convenience and necessity and the general welfare of the residents of the County demand and require that (i) a solid waste management and disposal facility be acquired, constructed, equipped and operated and (ii) a regional solid waste management and disposal facility be constructed under the jurisdiction and control of a regional authority consisting of

appointees of each participating City and County all as set forth in and required by the Act.

2. The primary purpose of the regional authority shall be to acquire, construct, equip and operate or cause to be acquired, constructed, equipped and operated, or any combination of the foregoing, a solid waste management and disposal facility including required transfer stations, which facility will be qualified under and in full compliance with Subtitle D of the Resource Conservation & Recovery Act and the laws of the State of Mississippi.

3. In order to achieve such purpose, the Incorporation Agreement, attached hereto and marked as Exhibit "A" is hereby acknowledged and approved and the Designated Representative of the County, being Charles Miller, County Administrator, is hereby authorized and directed to execute the Incorporation Agreement for and on behalf of the County.

4. Upon execution and delivery by the Designated Representative, notice of such incorporation shall be published as required by the Act.

5. The resolution of the County heretofore adopted approving the previous draft of the Incorporation Agreement is heretofore rescinded and of no further force and effect.

Supervisor Thomas R. Knight seconded the motion to adopt the foregoing Resolution, and the vote thereupon was as follows:

Supervisor	<u>Calvin Holfield</u>	voted:	<u>aye</u>
Supervisor	<u>John Sumrall</u>	voted:	<u>absent</u>
Supervisor	<u>Melton Saul</u>	voted:	<u>aye</u>
Supervisor	<u>Thomas R. Knight</u>	voted:	<u>aye</u>
Supervisor	<u>Jerome Wyatt</u>	voted:	<u>aye</u>

The motion having received the foregoing vote of the Governing Body, the President declared the motion carried and the Resolution adopted, on this the 2nd day of February, 1992.

JONES COUNTY, MISSISSIPPI

BY: Jerome Wyatt
PRESIDENT, BOARD OF SUPERVISORS

Roy H. Boutwell
By: Jan Turner, D.C.
CLERK

STATE OF MISSISSIPPI
COUNTY OF JONES
SECOND JUDICIAL DISTRICT

I, ROY HUNT BOUTWELL, Chancery Clerk in and for said County and State, do hereby certify that the above and foregoing is a true and correct copy of above instrument as same appears of record on file in the office of the Chancery Clerk at Laurel, Jones County, Mississippi.

-2 Given under my hand and official seal, this the 5th day of May, A.D., 1992.

Roy Hunt Boutwell
ROY HUNT BOUTWELL, Chancery Clerk
Jones County, Mississippi

D. Chapman, D.C.

ATTEST

A True Copy

This the 6 day of May 1992

WAYNE SMITH, Clerk

CHANCERY COURT, LAMAR
COUNTY, MISSISSIPPI

BY *Wayne Smith*

BEFORE THE BOARD OF SUPERVISORS
OF
LAMAR COUNTY, MISSISSIPPI

RESOLUTION

Supervisor Backstrom offered and moved the adoption of the following resolution:

RESOLUTION OF THE BOARD OF SUPERVISORS OF LAMAR COUNTY
(i) EXPRESSING ITS INTENT TO EXERCISE ITS AUTHORITY
GRANTED UNDER SECTION 17-17-301, ET SEQ., MISSISSIPPI
CODE OF 1972, AS AMENDED, WITH RESPECT TO INCORPORATING
A REGIONAL SOLID WASTE MANAGEMENT AND DISPOSAL
AUTHORITY; (ii) APPROVING AN INCORPORATION AGREEMENT;
(iii) AUTHORIZING THE COUNTY'S DESIGNATED
REPRESENTATIVE TO EXECUTE THE INCORPORATION AGREEMENT
ON BEHALF OF THE COUNTY; AND (iv) FOR OTHER RELATED
PURPOSES.

WHEREAS, Lamar County, Mississippi has heretofore jointly
funded, along with Perry, Jones and Covington Counties and the
Cities of Hattiesburg, Laurel and Petal (the "Participants"), a
comprehensive study and plan on solid waste management within a
five (5) county area and approved methods of disposing of same;

WHEREAS, the Mississippi State Legislature, in its 1991
Regular Session enacted into law, Senate Bill 2984, which is
cited as Section 17-17-301, et seq., Mississippi Code of 1972,
(the "Act") which Act is a comprehensive law setting forth the
authority to create a regional solid waste management and
disposal authority;

WHEREAS, this Governing Body has heretofore expressed its
intent to form a regional solid waste authority and has appointed
a designated representative to negotiate an Incorporation
Agreement for and on behalf of the County;

WHEREAS, the respective designated representatives of the
Participants have agreed upon the content of the Incorporation
Agreement;

WHEREAS, public policy, public convenience and necessity and
the general welfare of the citizens of the County demand that the
County exercise the authority vested under the Act and
accordingly, the Governing Body of the County does hereby approve
the Incorporation Agreement in the form attached hereto and
marked as Exhibit "A".

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE COUNTY AS FOLLOWS:

1. The public policy, public convenience and necessity and the general welfare of the residents of the County demand and require that (i) a solid waste management and disposal facility be acquired, constructed, equipped and operated and (ii) a regional solid waste management and disposal facility be constructed under the jurisdiction and control of a regional authority consisting of appointees of each participating City and County all as set forth in and required by the Act.

2. The primary purpose of the regional authority shall be to acquire, construct, equip and operate or cause to be acquired, constructed, equipped and operated, or any combination of the foregoing, a solid waste management and disposal facility including required transfer stations, which facility will be qualified under and in full compliance with Subtitle D of the Resource Conservation and Recovery Act and the laws of the State of Mississippi.

3. In order to achieve such purpose, the Incorporation Agreement, attached hereto and marked as Exhibit "A" is hereby acknowledged and approved and the Designated Representative of the County, being Supervisor Joe Bryant, is hereby authorized and directed to execute the Incorporation Agreement for and on behalf of the County.

4. Upon execution and delivery by the Designated Representative, notice of such incorporation shall be published as required by the Act.

Supervisor Barrett seconded the motion to adopt the foregoing Resolution, and the vote thereupon was as follows:

Supervisor Barrett	voted yea
Supervisor Backstrom	voted yea
Supervisor Douglas	voted yea
Supervisor Bishop	voted nay
Supervisor Bryant	voted yea

The motion having received the foregoing vote of the Governing Body, the President declared the motion carried and the Resolution adopted, on this the 5th day of May, 1992.

LAMAR COUNTY, MISSISSIPPI

BY: Don Barrett
PRESIDENT, BOARD OF SUPERVISORS

ATTEST:

Wayne Smith
WAYNE SMITH, CLERK

Supervisor JOHN ANDERSON offered and moved the adoption of the following resolution:

RESOLUTION OF THE BOARD OF SUPERVISORS OF PERRY COUNTY (i) EXPRESSING ITS INTENT TO EXERCISE ITS AUTHORITY GRANTED UNDER SECTION 17-17-301, ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED, WITH RESPECT TO INCORPORATING A REGIONAL SOLID WASTE MANAGEMENT AND DISPOSAL AUTHORITY; (ii) APPROVING AN INCORPORATION AGREEMENT; (iii) AUTHORIZING THE COUNTY'S DESIGNATED REPRESENTATIVE TO EXECUTE THE INCORPORATION AGREEMENT ON BEHALF OF THE COUNTY; AND (iv) FOR OTHER RELATED PURPOSES.

WHEREAS, Perry County, Mississippi has heretofore jointly funded, along with Covington, Jones and Lamar Counties and the Cities of Hattiesburg, Laurel and Petal (the "Participants"), a comprehensive study and plan on solid waste management within a five (5) county area and approved methods of disposing of same;

WHEREAS, the Mississippi State Legislature, in its 1991 Regular Session enacted into law, Senate Bill 2984, which is cited as Section 17-17-301, et seq., Mississippi Code of 1972, (the "Act") which Act is a comprehensive law setting forth the authority to create a regional solid waste management and disposal authority;

WHEREAS, this Governing Body has heretofore expressed its intent to form a regional solid waste authority and has appointed a designated representative to negotiate an Incorporation Agreement for and on behalf of the County;

WHEREAS, the respective designated representatives of the Participants have agreed upon the content of the Incorporation Agreement;

WHEREAS, public policy, public convenience and necessity and the general welfare of the citizens of the County demand that the County exercise the authority vested under the Act and accordingly, the Governing Body of the County does hereby approve the Incorporation Agreement in the form attached hereto and marked as Exhibit "A".

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE COUNTY AS FOLLOWS:

1. The public policy, public convenience and necessity and the general welfare of the residents of the County demand and require that (i) a solid waste management and disposal facility be acquired, constructed, equipped and operated and (ii) a regional solid waste management and disposal facility be constructed under the jurisdiction and control of a regional authority consisting of

appointees of each participating City and County all as set forth in and required by the Act.

2. The primary purpose of the regional authority shall be to acquire, construct, equip and operate or cause to be acquired, constructed, equipped and operated, or any combination of the foregoing, a solid waste management and disposal facility including required transfer stations, which facility will be qualified under and in full compliance with Subtitle D of the Resource Conservation & Recovery Act and the laws of the State of Mississippi.

3. In order to achieve such purpose, the Incorporation Agreement, attached hereto and marked as Exhibit "A" is hereby acknowledged and approved and the Designated Representative of the County, being JOHN ANDERSON, is hereby authorized and directed to execute the Incorporation Agreement for and on behalf of the County.

4. Upon execution and delivery by the Designated Representative, notice of such incorporation shall be published as required by the Act.

5. The resolution of the County heretofore adopted approving the previous draft of the Incorporation Agreement is heretofore rescinded and of no further force and effect.

Supervisor JOHN GARNER seconded the motion to adopt the foregoing Resolution, and the vote thereupon was as follows:

Supervisor	<u>JOHN GARNER</u>	voted:	<u>AYE</u>
Supervisor	<u>JESSIE CLARK</u>	voted:	<u>AYE</u>
Supervisor	<u>JOHN ANDERSON</u>	voted:	<u>AYE</u>
Supervisor	<u>LAWRENCE</u>	voted:	<u>AYE</u>
Supervisor	<u>F. T. DEAKLE</u>	voted:	<u>AYE</u>

The motion having received the foregoing vote of the Governing Body, the President declared the motion carried and the Resolution adopted, on this the 25 day of February, 1992.

PERRY COUNTY, MISSISSIPPI

BY: [Signature]
PRESIDENT, BOARD OF SUPERVISORS

[Signature]
CLERK

STATE OF MISSISSIPPI
COUNTY OF PERRY

I, Dan Ready, Chancery Clerk of Perry County, do hereby certify that the foregoing is a true and correct copy of

-2- Resolution
as the same appears on file in my office.

Given under my hand and official seal on this the 25 day of May, 1992

By: [Signature] DAN READY, Chancery Clerk
D.C.

A PROFESSIONAL ASSOCIATION

430 NORTH COMMERCE STREET

POST OFFICE BOX 1290

SUITE 800, EASTVIEW BANK BUILDING

JACKSON, MISSISSIPPI: 39207-2950

000-000-0000

TELEPHONE 404-44-0050

References

2.4.3. A. NERVENNEN

CONCLUSIONS

2007.500 7. COLUMBIA

STANLEY A. WINTER

TABLE 2. FURTHER

CLASS SECRETARY ADVISORY
POST-TEST EVALUATION SHEET

(LAPORANTIN, 100 mg; 200 mg; 400 mg) 200 mg
400 mg; 800 mg; 1600 mg

TELETYPE 00-0000-0000

1000

447 JOURNAL OF DOCUMENTATION

POST OFFICE ADDRESS FOR

REF ID: A66507

62-274-0778

DECLASSIFIED BY: 6032 JAL/STW

1024 WEST CONNOR STREET

POST OFFICE BALANCE 000

ADZ Q3ZLZL, M:83:30:PP: 30P30

000-200-00000

REF ID: A66304

JACK F. DONNAN
WILLIAM K. CHAPMAN
WILLIAM A. WILLIAMS, JR.
W. LARRY HARRIS
JAMES H. WILSON
CHARLES H. CHASE
GUY T. WILSON
HOWARD A. FINE
THOMAS J. DONNAN
JOHN E. DONNAN
WILLIAM W. DONNAN
DAVID C. DONNAN
MICHAEL E. WATTS
JAMES G. ARNOLD
WILLIAM A. HARRIS
WILLIAM T. HARRIS
STEPHEN E. PARKER
STEPHEN F. WARD
JAMES T. McCAULEY
THOMAS T. DONNAN
JOSEPH A. BALLEW
DAVID A. DONNAN
DAVID CARL DONNAN
STEPHEN E. DONNAN
STEPHEN M. DONNAN
GUY W. HARRIS
T. HOWARD ALFORD
HARRIS E. DONNAN
DAVID M. HARRIS
ROBERT A. DONNAN
JOSEPH E. WARD

RE: Pine Belt Regional Solid Waste
Management Authority
File No. 792/009

Mr. Ray Bailey
Assistant Secretary of State for Corporations
202 North Congress, Suite 601
401 Mississippi Street
Jackson, Mississippi 39201

Dear Mr. Bailey:

On May 11, designated representatives of the Counties of Covington, Jones, Lamar, Perry and the Municipalities of Hattiesburg, Laurel and Petal have entered into an Incorporation Agreement for the Pine Belt Regional Solid Waste Management Authority (Authority). The actual incorporation of the Authority is accomplished by filing the incorporation agreement for record with the Secretary of State of the State of Mississippi and the Chancery Clerks of all participating counties. See Miss. Code Ann. §17-17-309 (Supp. 1991).

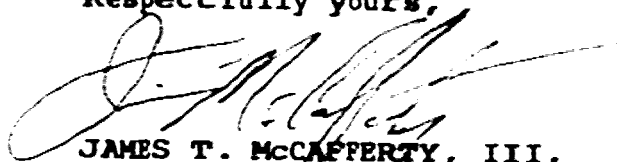
Accordingly, enclosed herewith please find ~~three~~ duplicate originals of the above referenced Incorporation Agreement. Please use one to issue a charter to the Pine Belt Regional Solid Waste Management Authority, keep another for your files, and file-mark the third and return it to me in the enclosed self-addressed stamped envelope.

Mr. Ray Bailey
Assistant Secretary of State for Corporations
May 13, 1992
Page 2

If you have any questions, please call me at 948-0048.

Thanking you for your cooperation in this matter, I am,

Respectfully yours,



JAMES T. MCCAFFERTY, III,
ONE OF THE ATTORNEYS FOR PINE BELT
REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

JTM, III/cds
Enclosures

Commissioner Gay made a motion to approve the following resolution:

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
PINE BELT REGIONAL SOLID WASTE MANAGEMENT
AUTHORITY ACKNOWLEDGING RECEIPT OF APPROVAL
OF AMENDMENT NO 1 TO THE INCORPORATION
AGREEMENT BY THE CITIES OF LAUREL,
HATTIESBURG AND PETAL AND COVINGTON AND
PERRY COUNTIES; APPROVING AMENDMENT NO. 1 TO
THE INCORPORATION AGREEMENT; AND FOR
RELATED PURPOSES.**

WHEREAS, on January 16, 1997 this Board adopted a resolution amending the Incorporation Agreement;

WHEREAS, the participating units of local government of Pine Belt have each approved the proposed amendments as required by law;

WHEREAS, the amendments were approved in compliance with Section 17-17-311, Mississippi Code of 1972, as amended.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY AS FOLLOWS:

Section 1. That approval of the amendments to the Incorporation Agreement by the Cities of Laurel, Hattiesburg and Petal and Covington and Perry Counties are hereby acknowledged and approved in the form of such approvals as attached hereto and made a part hereof.

Section 2. That Amendment No. 1 to the Incorporation Agreement is approved and the Board hereby finds, determines and adjudicates that the Incorporation Agreement is hereby amended as set forth in Amendment No. 1 as attached hereto and made a part hereof.

Section 3. That the proof of publication of the resolution of the Board amending the Incorporation Agreement is hereby acknowledged and approved in the form attached hereto and made a part hereof.

Section 4. That the Chairman is hereby authorized and directed to file Notices of Amendment No. 1 to the Chancery Clerks of Jones, Forrest, Perry and Covington Counties and the Secretary of State as required by law.

Commissioner Bell seconded the motion and a roll call vote was as follows:

Commissioner Bell	voted: <u>Aye</u>
Commissioner Buckley	voted: <u>Aye</u>
Commissioner Creel	voted: <u>Aye</u>
Commissioner Gay	voted: <u>Aye</u>
Commissioner Holloway	voted: <u>Absent</u>
Commissioner Morgan	voted: <u>Aye</u>
Commissioner Rogers	voted: <u>Aye</u>
Commissioner Sanford	voted: <u>Aye</u>
Commissioner Vincent	voted: <u>Absent</u>
Commissioner Walley	voted: <u>Aye</u>

A majority of the Commissioners present voted in favor of adoption of the resolution and the Chairman declared the resolution approved, this the 13th day of March, 1997.

**PINE BELT REGIONAL SOLID WASTE
MANAGEMENT AUTHORITY**

BY: *John Buckley*
CHAIRMAN

ATTEST:

BY: *J.P. Creel*
SECRETARY

**AMENDMENT NO. 1
INCORPORATION AGREEMENT
PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY**

The Incorporation Agreement of the Pine Belt Regional Solid Waste Management Authority is hereby amended as follows:

1. That Jones County, Mississippi be added as a participating unit of local government in the Authority as set forth on Page 1 of the Incorporation Agreement.

2. That Lamar County, Mississippi be deleted as a participating unit of local government in the Authority as set forth on Page 1 of the Incorporation Agreement.

3. That the registered agent of the Authority as set forth in Section 1 of the Incorporation Agreement be changed to:

Executive Director
5274 Highway 29
Ovett, Mississippi 39464

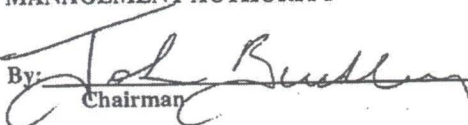
4. That the location of the principal office of the Authority as set forth in Section 5 of the Incorporation Agreement be changed to:

5274 Highway 29
Ovett, Mississippi 39464

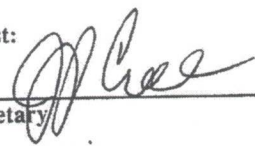
5. That the fiscal year of the Authority as set forth in Section 16 of the Incorporation Agreement shall be changed to commence on July 1 of each year and end on June 30th of the next succeeding year.

This Amendment No. 1 was approved by two resolutions of the Board of Commissioners of Pine Belt Regional Solid Waste Management Authority on January 16, 1997 and March 13, 1997.

**PINE BELT REGIONAL SOLID WASTE
MANAGEMENT AUTHORITY**

By: 
Chairman

Attest:


Secretary

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY AMENDING THE INCORPORATION AGREEMENT UNDER WHICH THE AUTHORITY WAS CREATED FOR THE PURPOSE OF MAKING STONE COUNTY, MISSISSIPPI A LEGALLY CONSTITUTED PARTICIPATING UNIT OF LOCAL GOVERNMENT OF THE AUTHORITY AS AUTHORIZED BY SECTION 17-17-301 ET. SEQ. 1 MISSISSIPPI CODE OF 1972, AS AMENDED.

WHEREAS, the Pine Belt Regional Solid Waste Management Authority ("the Authority") was created pursuant to Miss Code Ann. §17-17-301 et. seq., and an Incorporation Agreement was filed with the Secretary of State on May 14, 1992 (the "Incorporation Agreement"); and

WHEREAS, the Incorporation Agreement was amended by Resolution adopted by the Authority dated January 16, 1997, which amendment and resolution was subsequently filed with the Chancery Clerks of Perry, Covington, Forrest and Jones Counties and the Secretary of State; and

WHEREAS, the Authority and the Stone County Board of Supervisors ("Stone County") have each adopted a memorandum of Agreement in which the parties determined that it would be in the best interest of both parties for Stone County to become a member of the Authority.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY AS FOLLOWS:

SECTION 1. That the Incorporation Agreement be amended as follows:

- (a) That Stone County, Mississippi, be added as a participating Unit of Government of the Authority with full privileges, rights and obligations as set forth in the Incorporation Agreement and Section 1 of the Incorporation Agreement is hereby amended, subject to Section II hereof, to reflect such addition.

SECTION 2. That the amendment set forth in Section 1 hereof shall become effective at such time as two-thirds (2/3rds) of the participating Units of Local Government approve any or all such proposed amendments after publication of this resolution and the required filings of notice thereof with the Chancery Clerks of each participating county and Secretary of State.

SECTION 3. That the Chairman and Secretary shall

- (i) certify this resolution and transmit same to each participating Unit of Local Government for consideration; and
- (ii) cause this resolution to be published not less than two (2) times in a paper of general circulation throughout the Pine Belt service area.

EXHIBIT "A"

001010682

BK 376-828

SECRETARY OF STATE

SECTION 4. Upon receipt of approval of at least two thirds (2/3rds) of the participating Units of Local Government to any or all of the proposed amendments set forth herein, the Executive Director shall cause a copy of such amendments and this resolution to be filed with the Chancery Clerks of Perry, Covington, Forrest, Jones, and Stone Counties and the Secretary of State.

Commissioner Creel Moved the adoption of the foregoing resolution.
Commissioner Rogers seconded the motion.

A roll call vote of all Commissioners present was as follows:

Commissioner	<u>Boutwell</u>	voted:	<u>Absent</u>
Commissioner	<u>Buckley</u>	voted:	<u>Aye</u>
Commissioner	<u>Christian</u>	voted:	<u>Aye</u>
Commissioner	<u>Creel</u>	voted:	<u>Aye</u>
Commissioner	<u>DuPree</u>	voted:	<u>Aye</u>
Commissioner	<u>Hinton</u>	voted:	<u>Absent</u>
Commissioner	<u>Holliman</u>	voted:	<u>Aye</u>
Commissioner	<u>Miller</u>	voted:	<u>Absent</u>
Commissioner	<u>E. Morgan</u>	voted:	<u>Absent</u>
Commissioner	<u>M. Morgan</u>	voted:	<u>Aye</u>
Commissioner	<u>Rogers</u>	voted:	<u>Aye</u>
Commissioner	<u>Vicent</u>	voted:	<u>Aye</u>

A majority of the Commissioners present voted in favor of adoption of the resolution and the Chairman declared the resolution approved, this the 8th day of May, 2002.

PINE BELT REGIONAL SOLID WASTE
MANAGEMENT AUTHORITY

BY:

CHAIRMAN

ATTEST:

BY:

SECRETARY

001010682

852978

Business ID: 588945
 Date Filed: 03/24/2008 12:00 AM
 C. Delbert Hosemann, Jr.
 Secretary of State

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OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Articles of Amendment



The undersigned persons, pursuant to Section 79-4-10.06 (if a profit corporation) or Section 79-11-305 (if a nonprofit corporation) of the Mississippi Code of 1972, hereby execute the following document and set forth:

1. Type of Corporation
☐

Profit

☐

Nonprofit

2. Name of Corporation

Pine Belt Regional Solid Waste Management Authority

**3. The future effective date is
(Complete if applicable)**

4. Set forth the text of each amendment adopted. (Attach page)

5. If an amendment for a business corporation provides for an exchange, reclassification, or cancellation of issued shares, set forth the provisions for implementing the amendment if they are not contained in the amendment itself. (Attach page)

6. The amendment(s) was (were) adopted on

See attached.

Date(s)

FOR PROFIT CORPORATION (Check the appropriate box)

Adopted by

☐

the incorporators

☐

directors without shareholder action and
 shareholder action was not required.

FOR NONPROFIT CORPORATION (Check the appropriate box)

Adopted by

☒

the incorporators

☐

board of directors without member action and
 member action was not required.

FOR PROFIT CORPORATION

7. If the amendment was approved by shareholders

(a) The designation, number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the amendment, and the number of votes of each voting group indisputably represented at the meeting were

Designation

No. of outstanding
 shares

No. of votes entitled
 to be cast

No. of votes
 indisputably represented

852978

F0012 - Page 2 of 3

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE

P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333

Articles of Amendment



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(b) EITHER

(i) the total number of votes cast for and against the amendment by each voting group entitled to vote separately on the amendment was

Voting group	Total no. of votes cast FOR	Total no. of votes cast AGAINST

OR

(ii) the total number of undisputed votes cast for the amendment by each voting group was

Voting group	Total no. of undisputed votes cast FOR the plan

and the number of votes cast for the amendment by each voting group was sufficient for approval by that voting group.

FOR NONPROFIT CORPORATION

8. If the amendment was approved by the members

(a) The designation, number of memberships outstanding, number of votes entitled to be cast by each class entitled to vote separately on the amendment, and the number of votes of each class indisputably represented at the meeting were

Designation	No. of memberships outstanding	No. of votes entitled to be cast	No. of votes indisputably represented
See attached.			

852978

F0012 - Page 3 of 3

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE

P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333

Articles of Amendment



(b) EITHER

(i) the total number of votes cast for and against the amendment by each class entitled to vote separately on the amendment was

Voting class	Total no. of votes cast FOR	Total no. of votes cast AGAINST

OR

(ii) the total number of undisputed votes cast for the amendment by each class was

Voting class	Total no. of undisputed votes cast FOR the amendment

and the number of votes cast for the amendment by each voting group was sufficient for approval by that voting group.

By: Signature

(Please keep writing within blocks)

Printed Name

Maren M. Pappert

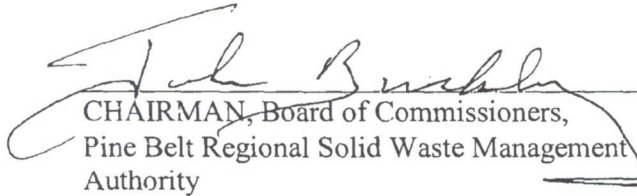
Title

Attorney

CERTIFICATE

The undersigned Chairman and Secretary, respectively, of the Board of Commissioners of the Pine Belt Regional Solid Waste Management Authority ("the Authority") do hereby give notice that on November 14, 2007, a Resolution was adopted by the Authority amending its articles of incorporation, said Resolution being attached as Exhibit "A", and that the seven (7) Units of Government comprising the Authority adopted Resolutions Authorizing the Amendment, copies of said Resolutions being attached as Exhibits "B" through "H".

THIS the 12 day of March, A.D., 2008.


CHAIRMAN, Board of Commissioners,
Pine Belt Regional Solid Waste Management
Authority


SECRETARY, Board of Commissioners,
Pine Belt Regional Solid Waste Management
Authority

(SEAL)

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY AMENDING THE INCORPORATION AGREEMENT UNDER WHICH THE AUTHORITY WAS CREATED FOR THE PURPOSE OF MAKING JEFFERSON DAVIS COUNTY, MISSISSIPPI, A LEGALLY CONSTITUTED PARTICIPATING UNIT OF LOCAL GOVERNMENT OF THE AUTHORITY AS AUTHORIZED BY SECTION 17-17-301 ET.SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED.

WHEREAS, the Pine Belt Regional Solid Waste Management Authority ("the Authority") was created pursuant to *Miss. Code Ann. § 17-17-301 et.seq.*, and an Incorporation Agreement was filed with the Secretary of State on May 14, 1992 (the "Incorporation Agreement"); and

WHEREAS, the Incorporation Agreement was amended by Resolution adopted by the Authority dated January 16, 1997, which amendment and resolution was subsequently filed with the Chancery Clerks of Perry, Covington, Forrest and Jones counties and the Secretary of State; and

WHEREAS, the Incorporation Agreement was amended by Resolution adopted by the Authority dated May 8, 2002, which amendment and resolution was subsequently filed with the Chancery Clerks of Perry, Covington, Forrest, Jones and Stone Counties and the Secretary of State;

WHEREAS, Jefferson Davis County, Mississippi, by and through its Board of Supervisors ("Jefferson Davis County"), has requested membership in the Authority by letter dated October 16, 2007, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the Authority has determined that it would be in the best interest of the present members of the Authority for Jefferson Davis County to become a member of the Authority;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY AS FOLLOWS:

SECTION 1. That the Incorporation Agreement be amended as follows:

- (a) That Jefferson Davis County, Mississippi, be added as a participating Unit of Government of the Authority with full privileges, rights and obligations as set forth in the Incorporation Agreement, and Section 1 of the Incorporation Agreement is hereby amended, subject to Section 2 hereof, to reflect such addition.

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SECTION 2. That the amendment set forth in Section 1 hereof shall become effective at such time as two-thirds (2/3) of the participating Units of Local Government approve any or all such proposed amendments after publication of this resolution and the required filings of notice thereof with the Chancery Clerks of each participating county and the Secretary of State.

SECTION 3. That the Chairman and Secretary shall

- (a) certify this resolution and transmit same to each participating Unit of Local Government for consideration; and
- (b) cause this resolution to be published not less than two (2) times in a paper of general circulation throughout the Pine Belt service area.

SECTION 4. Upon receipt of approval of at least two-thirds (2/3) of the participating Units of Local Government to any or all of the proposed amendments set forth herein, the Executive Director shall cause a copy of such amendments and this resolution to be filed with the Chancery Clerks of Perry, Covington, Forrest, Jones and Stone Counties and the Secretary of State.

Commissioner Vincent moved the adoption of the foregoing resolution. Commissioner Boutwell seconded the motion.

A roll call vote of all Commissioners present was as follows:

Commissioner	<u>Roy Boutwell</u>	voted: <u>Aye</u>
Commissioner	<u>John Buckley</u>	voted: <u>Aye</u>
Commissioner	<u>John Christian</u>	voted: <u>Aye</u>
Commissioner	<u>J. P. Creel</u>	voted: <u>Aye</u>
Commissioner	<u>Johnny DuFree</u>	voted: <u>Absent</u>
Commissioner	<u>Thomas Hollimon</u>	voted: <u>Absent</u>
Commissioner	<u>Charles Miller</u>	voted: <u>Aye</u>
Commissioner	<u>Tommy Rogers</u>	voted: <u>Absent</u>
Commissioner	<u>Carl Scott</u>	voted: <u>Absent</u>
Commissioner	<u>Carl Shepherd</u>	voted: <u>Aye</u>
Commissioner	<u>Terrell Tisdale</u>	voted: <u>Aye</u>
Commissioner	<u>Susan Vincent</u>	voted: <u>Aye</u>

A majority of the Commissioner present voted in favor of the adoption of the resolution and the Chairman declared the resolution approved, this the 14th day of November, 2007.

3190141

Business ID: 588945
 Date Filed: 06/17/2013 08:00 AM
 C. Delbert Hosemann, Jr.
 Secretary of State

F0012 - Page 1 of 3

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
 P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
 Articles of Amendment



The undersigned persons, pursuant to Section 79-4-10.06 (if a profit corporation) or Section 79-11-305 (if a nonprofit corporation) of the Mississippi Code of 1972, hereby execute the following document and set forth:

1. Type of Corporation

☐

Profit

☐

Nonprofit

2. Name of Corporation

Pine Belt Regional Solid Waste Management Authority

3. The future effective date is
(Complete if applicable)

4. Set forth the text of each amendment adopted. (Attach page)

5. If an amendment for a business corporation provides for an exchange, reclassification, or cancellation of issued shares, set forth the provisions for implementing the amendment if they are not contained in the amendment itself. (Attach page)

6. The amendment(s) was (were) adopted on

See attached.

Date(s)

FOR PROFIT CORPORATION (Check the appropriate box)

Adopted by

☐

the incorporators

☐

directors without shareholder action and
 shareholder action was not required.

FOR NONPROFIT CORPORATION (Check the appropriate box)

Adopted by

☒

the incorporators

☐

board of directors without member action and
 member action was not required.

FOR PROFIT CORPORATION

7. If the amendment was approved by shareholders

(a) The designation, number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the amendment, and the number of votes of each voting group indisputably represented at the meeting were

Designation

No. of outstanding
 shares

No. of votes entitled
 to be cast

No. of votes
 indisputably represented

3190141

F0012 - Page 2 of 3

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Articles of Amendment



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(b) EITHER

(i) the total number of votes cast for and against the amendment by each voting group entitled to vote separately on the amendment was

Voting group	Total no. of votes cast FOR	Total no. of votes cast AGAINST

OR

(ii) the total number of undisputed votes cast for the amendment by each voting group was

Voting group	Total no. of undisputed votes cast FOR the plan

and the number of votes cast for the amendment by each voting group was sufficient for approval by that voting group.

FOR NONPROFIT CORPORATION

8. If the amendment was approved by the members

(a) The designation, number of memberships outstanding, number of votes entitled to be cast by each class entitled to vote separately on the amendment, and the number of votes of each class indisputably represented at the meeting were

Designation	No. of memberships outstanding	No. of votes entitled to be cast	No. of votes indisputably represented
See attached.			

3190141

F0012 - Page 3 of 3

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Articles of Amendment



(b) EITHER

(i) the total number of votes cast for and against the amendment by each class entitled to vote separately on the amendment was

Voting class	Total no. of votes cast FOR	Total no. of votes cast AGAINST

OR

(ii) the total number of undisputed votes cast for the amendment by each class was

Voting class	Total no. of undisputed votes cast FOR the amendment

and the number of votes cast for the amendment by each voting group was sufficient for approval by that voting group.

By: Signature

(Please keep writing within blocks)

Printed Name

TOMMY B. ROGERS

Title

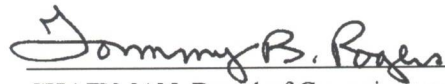
CHAIRMAN

3190141

CERTIFICATE

The undersigned Chairman and Secretary, respectively, of the Board of Commissioners of the Pine Belt Regional Solid Waste Management Authority ("the Authority") do hereby give notice that on February 13, 2013, a Resolution was adopted by the Authority amending its articles of incorporation, said Resolution being attached as Exhibit "A", and that the eight (8) Units of Government comprising the Authority adopted Resolutions Authorizing the Amendment, copies of said resolutions being attached as Exhibits "B" through "I".

This the 12 day of June, A.D., 2013.



CHAIRMAN, Board of Commissioners,
Pine Belt Regional Solid Waste Management
Authority



SECRETARY, Board of Commissioners,
Pine Belt Regional Solid Waste Management
Authority

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY AMENDING THE INCORPORATION AGREEMENT UNDER WHICH THE AUTHORITY WAS CREATED FOR THE PURPOSE OF MAKING GREENE COUNTY, MISSISSIPPI, A LEGALLY CONSTITUTED PARTICIPATING UNIT OF LOCAL GOVERNMENT OF THE AUTHORITY AS AUTHORIZED BY SECTION 17-17-301 ET. SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED

WHEREAS, the Pine Belt Regional Solid Waste Management Authority ("the Authority") was created pursuant to Miss. Code Ann. § 17-17-301 et. seq., and an Incorporation Agreement was filed with the Mississippi Secretary of State on May 14, 1992 (the "Incorporation Agreement"); and

WHEREAS, the Incorporation Agreement was amended by Resolution adopted by the Authority dated January 16, 1997, which amendment and resolution was subsequently filed with the Chancery Clerks of Perry, Covington, Forrest, and Jones counties and with the Secretary of State; and

WHEREAS, the Incorporation Agreement was amended by Resolution adopted by the Authority dated May 8, 2002, which amendment and resolution was subsequently filed with the Chancery Clerks of Perry, Covington, Forrest, Jones and Stone Counties and the Secretary of State; and

WHEREAS, the Incorporation Agreement was amended by Resolution adopted by the Authority dated November 14, 2007, a copy of which was subsequently filed with the Chancery Clerks of Perry, Covington, Forrest, Jones, Stone and Jefferson Davis Counties and the Secretary of State; and

WHEREAS, Greene County, Mississippi, by and through its Board of Supervisors ("Greene County"), has requested membership in the Authority by letter dated February 4, 2013, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the Authority has determined that it would be in the best interest of the present members of the Authority for Greene County to become a member of the Authority.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY AS FOLLOWS:

SECTION 1. That the Incorporation Agreement be amended as follows:

- (a) That Greene County, Mississippi, be added as a participating Unit of Government of the Authority with full privileges, rights and obligations as set forth in the Incorporation Agreement, and Section 1 of the Incorporation Agreement is hereby amended, subject to Section 2 hereof, to reflect such addition.

SECTION 2. That the amendment set forth in Section 1 shall become effective at such time as two-thirds (2/3) of the participating Units of Local Government approve any or all such proposed amendments after publication of this resolution and the required filings of notice thereof with the Chancery Clerks of each participating county and the Secretary of State.

SECTION 3. That the Chairman and Secretary shall

- (a) certify this Resolution and transmit same to each participating Unit of Local Government for consideration; and
- (b) cause this Resolution to be published not less than two (2) times in a paper of general circulation throughout the Pine Belt service area.

3190141

SECTION 4. Upon receipt of approval of at least two-thirds (2/3) of the participating Units of Local Government to any or all of the proposed amendments set forth herein, the Executive Director shall cause a copy of such amendments and this Resolution to be filed with the Chancery Clerks of Perry, Covington, Forrest, Jones, Stone and Jefferson Davis Counties and the Secretary of State.

A motion was made by Commissioner Shepherd to adopt the foregoing resolution for the purpose of making Greene County a legally constituted unit of local government of the Authority. The motion was seconded by Commissioner Boutwell, and the vote was as follows:

Commissioners Bayles voted:	Aye
Commissioner Boutwell voted:	Aye
Commissioner Breland voted:	Aye
Commissioner Christian voted:	Aye
Commissioner Creel voted:	Aye
Commissioner DuPree voted:	Absent
Commissioner Miller voted:	Aye
Commissioner Nutting voted:	Aye
Commissioner Rogers voted:	Aye
Commissioner Sanford voted:	Aye
Commissioner Shepherd voted:	Aye
Commissioner Tisdale voted:	Absent
Commissioner Vincent voted:	Aye
Commissioner Waits voted:	Aye

The Chairman declared the motion approved on this the 13th day of February, 2013.

PINE BELT REGIONAL SOLID WASTE
MANAGEMENT AUTHORITY

Johnny B. Rogers
Chairman



Attest:

[Signature]
Secretary

HOST COUNTY CONTRACT

This Host County Contract (the "Contract") dated as of December 22, 19 93 between Perry County, Mississippi, acting by and through its Board of Supervisors (the "Board" of the "County") and Pine Belt Regional Solid Waste Management Authority, acting by and through its Board of Commissioners (the "Governing Body" of "Pine Belt").

WITNESSETH:

WHEREAS, Pine Belt is a regional solid waste management authority organized and existing pursuant to Section 17-17-301 *et seq.*, Mississippi Code of 1972, as amended (the "Act");

WHEREAS, the County is a participating member of Pine Belt;

WHEREAS, Pine Belt and the County are each authorized to enter into this Contract pursuant to authority granted under the laws of the State and in particular, the Act;

WHEREAS, Pine Belt has indicated its desire and intent to acquire a site (the "Site") on which to construct, equip and operate a Municipal Solid Waste Management Facility as defined in Section 17-17-305 of the Act (together with the Site the "Project");

WHEREAS, the County has expressed its desire and intent to assist Pine Belt in acquiring the Site and to serve as host county for the Project;

WHEREAS, as an inducement from Pine Belt to the County to host the Project and assist in the acquisition, construction, equipping, and operation of the Project and from the County to Pine Belt with respect to the obligations of Pine Belt set forth below, the County and Pine Belt have agreed to execute this Contract;

WHEREAS, the County acknowledges and understands that execution of this Contract will cause Pine Belt to expend a large sum of money in connection with investigation of the Site and preparation of an application to the Permit Board of the Department of Environmental Quality (the "Permit Board", the "DEQ") for a permit to acquire, construct and operate a solid waste disposal facility in the County and if such permit is issued, will cause Pine Belt to actually acquire, construct, equip and operate a solid waste management facility within the County.

NOW, THEREFORE, THE COUNTY AND PINE BELT HEREBY AGREE AS FOLLOWS:

Section 1. Obligations of the County.

(a) The County hereby agrees to serve as "host county" for the Project in satisfaction of the requirements of the Act.

(b) The County will assist Pine Belt in the acquisition, construction, equipping and operation of the Project;

(c) The County will assist and coordinate the required improvements to the roadways leading to the Project Site to the extent that the vehicles of Pine Belt will at all times be in compliance with the laws of the State pertaining to legal weight limits; and

(d) The County will initiate a request and negotiations with the Mississippi Department of Transportation with respect to four-laning State Highway 42 from the Perry County line to the intersection of State Highway 29.

Section 2. Obligations of Pine Belt.

(a) Pine Belt will actively assist the County in its efforts to have State Highway 42 four-laned from the Perry County line to the intersection of State Highway 29;

(b) Pine Belt will pay the County One Dollar (\$1.00) for each ton of solid waste disposed of at the Project Site generated from any source, whether residential, commercial or industrial or transported by public or private hauler, within Perry County, Covington County, Lamar County, and the Cities of Laurel, Petal or Hattiesburg. Such tonnage shall be determined by an audit of the books and records maintained by Pine Belt and such payment shall be made within thirty (30) days of delivery of the audit;

(c) Pine Belt will pay the County Two Dollars (\$2.00) for each ton of solid waste disposed of at the Project Site generated from any source outside the corporate limits of any participating City or County member of Pine Belt as of the date hereof which shall be determined and paid in the manner described in the preceding subparagraph (b). This payment shall apply to any unit of local government that may become a participating member of Pine Belt after the date of this Contract;

(d) Pine Belt will reimburse the County for any exemption from ad valorem taxation granted pursuant to Section 19-5-19, Mississippi Code of 1972 to the extent and so long as the exemption is in full compliance with that law and Pine Belt grants its initial approval of such exemption;

(e) Pine Belt will assist the County in establishing the methodology, procedures and systems in order to comply with the full cost accounting obligation respecting solid waste as required by Section 17-17-347, Mississippi Code of 1972 and further, will provide the

County with the required information in order to comply with Section 17-17-347 of the Code with respect to the disposal of solid waste;

(f) Pine Belt agrees that it will not exercise its condemnation or eminent domain powers with respect to any part of the Site owned by a private citizen or resident of Perry County without the prior written approval of the County. This subsection (f) does not apply to any land owned by a corporation; and

(g) Pine Belt agrees to grant the County two (2) additional appointees to the Board of Commissioners who will begin their tenure on the Board immediately after the Site is designated and announced to the general public.

Section 3. Out of Region and Out of State Solid Waste. (a) Pine Belt shall not accept any solid waste generated outside the State of Mississippi for disposal without the prior written consent of the County.

(b) Pine Belt shall not accept any solid waste generated outside the corporate limits of the participating Cities and Counties of Pine Belt for disposal without the prior written consent of the County except for solid waste generated in any County adjacent to and adjoining any of Perry County, Covington County, Lamar County and Jones County.

Section 4. Default and Remedies.

(a) From and after the date of execution of this Contract, the County is prohibited from taking any action, without limitation, which would defeat the intention of this Contract or prevent Pine Belt from acquiring the Site or constructing or operating the Project and the County hereby agrees to such prohibition and waives all its rights, authority and defenses, under the laws of the State which are or may hereinafter be available to the County which would defeat the intention of this Contract or prevent Pine Belt from acquiring the Project Site or constructing or operating the Project.

(b) In the event subsection (a) of this Section 4 or any other provision of this Contract is held to be unenforceable by any court through any type judicial proceeding initiated by the County, the effect of which would defeat the intention of the Contract and prevent Pine Belt from acquiring the Site or constructing or operating the Project, the County hereby agrees to pay Pine Belt upon demand as damages, all amounts incurred or expended by Pine Belt in connection with the acquisition of the Project Site, the construction of the Project, the cost of preparing a permit application to the Department of Environmental Quality, including all soils and geological testing, engineering, legal and the like along with such other provable damages to Pine Belt that may accrue or which has been incurred.

Section 5. Successors in Interest. The terms and conditions of this Contract shall apply to and bind the respective successor Boards of each of the County and Pine Belt.

Section 6. Entire Agreement. This Contract contains the entire agreement between the parties regarding the subject matter contained in it and supersedes all prior and

contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Contract shall be binding unless executed in writing by the County and Pine Belt. Should this Contract prove inadequate to give full effect to the intent of the County and Pine Belt, each hereby covenants to enter into whatever written agreements may be necessary to effect that intent.

Section 7. Severability. In the event any of the sections of this Contract are deemed to be unenforceable, they shall not affect the enforceability of the remaining sections hereof.

Section 8. Assignability. This Contract may not be assigned by Pine Belt without the prior written consent of the County to any such assignment.

Section 9. Time of Essence. Time is of the essence with regard to all dates for performance of any obligation by either party.

Section 10. Contract Recordable. This Contract, at the option of Pine Belt or the County, may be recorded in the office of the Chancery Clerk of Perry County, Mississippi.

Section 11. Gender. Whenever used in this Contract, the singular number shall include the plural, the plural the singular and the sue of any gender shall include the other gender.

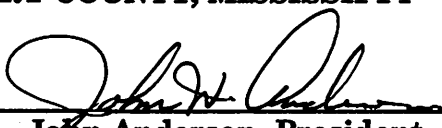
Section 12. Representation and Warranty. The County and Pine Belt represent and warrant, one to the other, that each is authorized under the laws of the State to execute and deliver this Contract and upon execution and delivery, that this Contract will be a legal and binding obligation of each, enforceable against each in accordance to its terms and that the Contract has been approved by the respective Governing Board of each and no further action is required in order to give legal effect to the Contract.

Section 13. Approval by Attorneys. Pine Belt and the County hereby specifically acknowledge one to the other that it has sought the representation of legal counsel in connection with the negotiation and execution of this Contract and has executed the same after being so advised by its counsel.

WITNESS THE SIGNATURES of the parties, this the _____ day of
December, 1993.

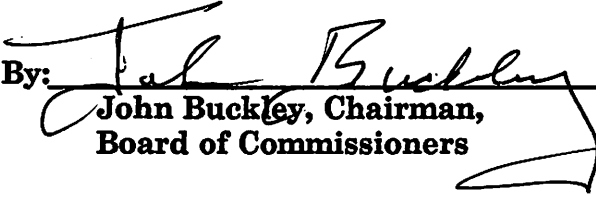
PERRY COUNTY, MISSISSIPPI

By: _____


**John Anderson, President,
Board of Supervisors**

**PINE BELT REGIONAL SOLID WASTE
MANAGEMENT AUTHORITY**

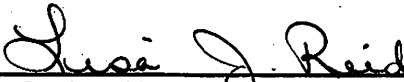
By: _____


**John Buckley, Chairman,
Board of Commissioners**

STATE OF MISSISSIPPI

COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said county and state, on this 22nd day of December, 1993, within my jurisdiction, the within named **JOHN BUCKLEY**, who acknowledged that he is the Chairman of the Board of Commissioners, of **PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY**, a Mississippi corporation and body politic, and that for and on behalf of the said corporation, and as its act and deed, he executed the above and foregoing instrument, after having been first duly authorized by said corporation so to do.



NOTARY PUBLIC

My commission expires:

My Commission Expires September 24, 1995.

STATE OF Miss.

COUNTY OF Perry

Personally appeared before me, the undersigned authority in and for the said county and state, on this 22nd day of Dec., 1993, within my jurisdiction, the within named **JOHN ANDERSON**, who acknowledged that he is the President of the **BOARD OF SUPERVISORS, PERRY COUNTY, MISSISSIPPI**, a body politic, and that for and on behalf of the Board of said County, and as its act and deed, he executed the above and foregoing instrument, after having been first duly authorized by the Board of said County so to do.



NOTARY PUBLIC

My commission expires:

1-2-96

E:\USERS\DUELL\SW\HOST.K

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

Post Office Box 389

Petal, MS 39465

(601) 545-6676

Fax (601) 545-6665

FISCAL YEAR 2025 DISPOSAL RATES EFFECTIVE JULY 1, 2024 THROUGH JUNE 30, 2025

Municipal Solid Waste:

Gate Rate: \$46.20/Ton

Authority Members \$37.75/Ton

Asbestos Containing Material - Non-Friable:

\$51.00/Ton

Asbestos Containing Material - Friable

\$24.75/CY**

Contaminated Soil:

\$51.00/Ton

Contaminated Soil Disposed in Drums:

\$102.00/Drum

Industrial Processed Materials:

\$51.00/Ton

Industrial Processed Material Disposed in Drums:

\$102.00/Drum

Solidification

\$204.00/Ton

Solidification in Drums

\$204.00/Drum

Laurel Transfer Station:

Gate Rate: \$65.50/Ton

Authority Members: \$37.75/Ton

Hattiesburg Transfer Station:

Gate Rate: \$65.50/Ton

Authority Members: \$37.75/Ton

Covington County Transfer Station:

Gate Rate: \$65.50/Ton

Authority Members: \$37.75/Ton

Minimum Charge \$10.00

Sanitary Landfill Rubbish Gate Rate: \$16.00/CY**

** Cubic Yard is charged by the size of the container regardless of volume in container.

Ex. 40-yard container x \$16.00 = \$640.00

***LOADS COMMINGLED WITH RUBBISH WILL BE CHARGED AT \$16.00/cy

Charge to correct scale tickets:

\$50.00 per ticket

SCHEDULE 5

Voting Strength Schedule

The percentage of each Member of the Authority which is defined as Voting Strength in the Service Agreement is based on residential tonnage delivered to the Authority for the four (4) fiscal years ending June 30, 2024, as set forth below:

<u>Member</u>	<u>Voting Strength/Tonnage</u>
City of Hattiesburg	23.88%
City of Laurel	12.57%
City of Petal	8.69%
Covington County	6.48%
Greene County	6.74%
Jefferson Davis County	5.46%
Jones	22.93%
Perry	6.20%
Stone	7.03%
 TOTAL	 100.00%



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Betsy Mercier, Director of Parks and Recreation
cc:
Date: Tuesday, November 5, 2024
Re: Approve Agreement between the City of Hattiesburg and Hattiesburg Optimist Club for the amount of \$15,000 to operate and promote Hattiesburg Dixie Boys Baseball for Hattiesburg area residents, and authorize the Mayor to execute and issuance of a manual check.
File Number: 2024-605
Minute Book #

Summary

Approve Agreement between the City of Hattiesburg and Hattiesburg Optimist Club for the amount of \$15,000 to operate and promote Hattiesburg Dixie Boys Baseball for Hattiesburg area residents, and authorize the Mayor to execute and issuance of a manual check.

Recommendation Statement

I recommend approval of this item. Please place this on the City Council Agenda for consideration.

Please place this on the November 5, 2024 City Council meeting for consideration.

State of Mississippi
County of Forrest

AGREEMENT

Whereas the Hattiesburg Optimist Club, hereinafter referred to as "Association" and the City of Hattiesburg, Mississippi, a municipal corporation, hereinafter referred to as "City", has entered discussion with the Association requesting the Association develops and promotes Dixie Boys Baseball (DBB) to Hattiesburg residents. The City and the Association hereto desire to reduce to writing their agreement of understanding with a properly executed copy of Agreement provided to each party. Association and City do hereby agree and obligate themselves as follows, to-wit:

I.

Association will hereby develop and promote DBB for Hattiesburg area residents for a period of one (1) year beginning a spring season on the 1st day of March 2025 and terminating on the 1st day of August 2025 and beginning a fall season on 7th day of September and terminating the 14th day of November. 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 beginning March 1 thru August 1, 2024, and the Fall Program will operate September 7 thru November 14, 2024. During these set time periods the association will have the rights and responsibilities to operate all aspects of their DBB Program. In addition to the overall organization of the league other items include, but are not limited to, league marketing and fundraising, concessions, and the hosting of sanctioned DBB Tournaments such as district and state tournaments. The association shall provide to the City a written practice and game schedules. These schedules shall be inclusive of all scheduled dates and field use associated with the stated Hattiesburg DBB Program.

Season practice and game schedules for the 2025 year shall be provided to the City no later than November 31, 2024. Make-up game schedules shall be provided to the City no later than three (3) days prior to the scheduled make-up game.

All recreation league regular season ending tournament game schedules shall be provided to the City no later than one (1) week prior to the start of the scheduled tournament. Team names and bracket information is requested, but not required. Times and access needed to the facility are required 1 week in advance. All other tournaments shall be addressed by a separate contract reservation.

This contract does not cover any tournament held for profit, fundraising, solicitation, etc.; should the league operate a tournament for profit facility reservation applications must be submitted. Field reservation applications and contracts must be submitted in full at least thirty (30) days in

advance. The Optimist Club will have first right of refusal for concession operations hosted at Jaycee Park during promoted tournaments and reserved events.

It shall be the responsibility of the Association to confirm potential postseason tournament dates with the City before bidding if use of any City facility or any maintenance for the post-season tournament will be required. Program playing field specifications shall be provided to the City no less than four (4) weeks prior to the start of the program.

Leagues do not have the authority to grant use of any City facility or act as a third-party booking agent.

II.

City shall be responsible for maintaining Jaycee Park Baseball and Softball Complex sports turf, support facility and providing seating and electricity.

The City shall provide fifteen thousand dollars (\$15,000) to be applied to the payment of officials and equipment (to include baseball, baseball bats, baseball pants, catchers' equipment, batting helmets and other necessary equipment). The appropriate expenditure reports shall be completed and filed with the City by September 30, 2024. The City does reserve the right to use facilities for other functions.

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 shall be observed.

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.

V.

Association does hereby agree that it will hold harmless and indemnify the City from all liability and damages of any kind whatsoever resulting from the operation of this recreational program. The liability policy of the City is attached.

Association does hereby agree to appropriately acknowledge the City contribution to the program in a public manner such as on ad boards, uniform patches, and in all media.

Association does hereby obligate itself to comply with national Standards for Youth Sports and Coach Review Policy adopted by the City Council.

VI.

Association does hereby obligate itself to comply with the Sports Participation Policy attached.

Attachment I.

City of Hattiesburg - Ballfields Maintenance Policy

Jaycee Park

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. Groom synthetic turf
6. Paint foul lines for league and tournament schedules

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 will take place beginning August 4 - September 5 Seeding will take place November 17 - December 1. 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 shall be emptied and gathered at a designated location of at the end of each practice, clinic, game, etc.
3. Lighting schedules must be submitted to Hattiesburg Parks and Recreation if they differ from season schedules. No manual override unless there is an approval from the Director of Parks and Recreation or Manager of Ballfields.
4. Reports and signs 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. Remove bases and install whisker plugs daily.
6. Remove screens and any batting or pitching equipment and place on the warning track in front of the dugout or back in the batting cages.
7. Roll up the BP mat and leave in the dugout daily.
8. Sweep infill following practices and games. Following each practice, game, clinic, etc. the association is responsible for brushing areas most used (i.e. home plate, pitcher mount, first base surround).

Special attention shall be noticed when the City is not working scheduled events.

There shall be no food, sunflower seeds, chewing gum, tobacco, metal spikes, fireworks, or other items that may damage the turf on the fields at any time.

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 II.

City Policies

General Public Use of Facility Policy

Facilities under sports agreements are owned by the City of Hattiesburg and were 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 organizations leasing City facilities.

The sports agreement does not grant the Association automatic reservation authority of the north (softball) field at Jaycee Park. This field must be reserved for league play, tryouts practice, etc. and can only be reserved through the City of Hattiesburg Parks and Recreation Department.

Use of the softball field does require a minimum of two (2) weeks' notice.

Attachment IIb.

Nondiscrimination Policy

The City of Hattiesburg does not discriminate based on 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.

NOTE: 2025 Insurance to be provided in addition to existing, Association will provide at the first of the year.

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 suggests the completion of a certification program for recreation 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.

DBB and the Hattiesburg Optimist Club have organizational bylaws created and routinely updated. These bylaws are written and enforced by the league committee.

Background check of every coach and employee is required.

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.

Final participation is left to the league bylaws and DBB policies. These decisions are determined by the coach and league director. The league director monitors all player statistics to ensure participation.

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.

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 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 act 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.

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.
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 everyone 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
 1. 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.

- iv. Tournament Collections
 - 1. 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:

Russ Hendley, Hattiesburg Optimist Club	Date

Kermas Eaton, City Clerk City of Hattiesburg	Date

Toby Barker, Mayor City of Hattiesburg	Date

Date of Report: _____ Date of Incident: _____

Location of Incident: _____

Please provide specific details of location including address.

Report Completed By: _____ Position: _____

Individuals Involved:

Name: _____ Contact Info: _____

Name: _____ Contact Info: _____

Name: _____ Contact Info: _____

Name: _____ Contact Info: _____

Witnesses:

Name: _____ Contact Info: _____

Name: _____ Contact Info: _____

Description of Incident: _____

Photos Taken: _____ YES _____ NO Photos taken by: _____

Nature of Incident: (check all that apply)

_____ Injury _____ Fight _____ Verbal Confrontation _____ Damage of Property

_____ Wreck _____ Disorderly Conduct _____ Alcohol/Drug

_____ Other

Signature _____

*Please provide original copy of report to Hattiesburg Parks and Recreation Director
or Manager of Athletic Fields within 24hrs of incident.*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/ DD/ YYYY)

12/19/2023

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

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

PRODUCER SADLER & COMPANY, INC. P.O. BOX 5866 COLUMBIA, SOUTH CAROLINA 29250-5866	CONTACT NAME: Sports Dept PHONE (A/ C, No. Ext): 800-622-7370 FAX (A/ C, No): 803-256-4017 E-MAIL ADDRESS: dixie@sadlersports.com PRODUCER CUSTOMER ID#:
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INSURED D/ B/ A DIXIE BOYS BASEBALL, INC Hattiesburg Optimist Dixie Boys Baseball P.O. Box 16026 Hattiesburg, MS 39404 Application ID: 406673 A Member of the ERS Risk Purchasing Group	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A: STATE NATIONAL INSURANCE COMPANY, INC.</td><td></td><td>12831</td></tr> <tr> <td>INSURER B: ACE AMERICAN INSURANCE COMPANY</td><td></td><td>22667</td></tr> <tr> <td>INSURER C:</td><td></td><td></td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: STATE NATIONAL INSURANCE COMPANY, INC.		12831	INSURER B: ACE AMERICAN INSURANCE COMPANY		22667	INSURER C:			INSURER D:		
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INSURER C:																
INSURER D:																

COVERAGES

CERTIFICATE NUMBER

REVISION NUMBER

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

INSD LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/ DD/ YYYY)	POLICY EXP (MM/ DD/ YYYY)	LIMITS																
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? Y/ N (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below			N/ A			☐ PER STATUE ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EEMPLOYEE E.L. DISEASE - POLICY LIMIT																
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: COVERED SPORTS Dixie Boys,
Regular Season Including All Star Teams

NOTE: The Participant Accident policy, if included above, is not a part of the ERS Risk Purchasing Group Association, Inc.

CERTIFICATE HOLDER

Sadler Sports: DixieB Insurance Plan
CANCELLATION

EVIDENCE OF COVERAGE

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 (company A)

Scott Fink

AUTHORIZED REPRESENTATIVE (company B)

John S. Sadler

Coverage is only extended to U.S. events and activities

** NOTICE TO TEXAS INSURED: The insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 25 (2014/01)

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ENDORSEMENT NO. 0000

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
OVE-0000008-01	12/19/2023	Hattiesburg Optimist Dixie Boys Baseball	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED OWNERS AND/ OR LESSORS OF PREMISES, SPONSORS OR CO- PROMOTERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The policy is amended to include as an additional Insured any person or organization of the types indicated by an "X" in any boxes shown below, but only with respect to liability arising out of your operations:

1. ☒ Owners and/ or lessors of the premises leased, rented, or loaned to you, subject to the following additional exclusions:

1. This insurance applies only to an "occurrence" which takes place while you are a tenant in the premises;
2. This insurance does not apply to "bodily injury" or "property damage" resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and/ or lessor of the premises;
3. This insurance does not apply to liability of the owners and/ or lessors for "bodily injury" or "property damage" arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.

2. With respect to any additional insured included under this policy, this insurance does not apply to any negligence of such additional insured.

☒ Sponsors

☒ Co- Promoters

☒ Any individual person(s) or organization(s) listed below:

- COACHES, OFFICIALS AND VOLUNTEERS WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FOR THE INSURED.

This endorsement shall not increase the applicable Limits of insurance shown in the declarations.

CG GL CW 0128 (12 20)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/19/2023

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

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

PRODUCER
SADLER & COMPANY, INC.
P.O. BOX 5866
COLUMBIA, SOUTH CAROLINA 29250-5866

CONTACT NAME: Sports Dept
PHONE (A/ C, No. Ext): 800-622-7370 | **FAX (A/ C, No):** 803-256-4017
E-MAIL ADDRESS: dixie@sadlersports.com
PRODUCER CUSTOMER ID#:

INSURED
D/ B/ A DIXIE BOYS BASEBALL, INC.
Hattiesburg Optimist Dixie Boys Baseball
P.O. Box 16026
Hattiesburg, MS 39404

Application ID: 406673
A Member of the ERS Risk Purchasing Group

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: STATE NATIONAL INSURANCE COMPANY, INC. 12831

INSURER B: ACE AMERICAN INSURANCE COMPANY 22667

INSURER C:

INSURER D:

COVERAGES**CERTIFICATE NUMBER****REVISION NUMBER**

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

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							E.L. DISEASE - EA EOMLOYEE
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: COVERED SPORTS Dixie Boys, Regular Season Including All Star Teams

NOTE: The Participant Accident policy, if included above, is not a part of the ERS Risk Purchasing Group Association, Inc.

Cert holder is named as an additional insured with respects to the operations of the named insured.

Sadler Sports: DixieB Insurance Plan
CANCELLATION

CERTIFICATE HOLDER

RELATIONSHIP:
Property Owner/ Lessor

City of Hattiesburg Parks and Recreation
P.O. Box 1898
Hattiesburg, MS 39401

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

AUTHORIZED REPRESENTATIVE (company A)

Scott Burdick

AUTHORIZED REPRESENTATIVE (company B)

John Smiley

Coverage is only extended to U.S. events and activities

** NOTICE TO TEXAS INSURED: The insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 25 (2014/01)

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Memorandum

To: Mayor Toby Barker and Members of City Council

From: Brittany Vasser, Code Enforcement Clerk

cc: Ann Jones, Chief Administrative Officer

Date: Tuesday, November 5, 2024

Re: Approve the 2024-2025 VisitHattiesburg Tourism Grant award in the amount of \$4,250.00 to support Midnight on Front Street and authorize the Mayor to execute the same.
File Number: 2024-612
Minute Book #

Summary

Authorize the Mayor to sign an acceptance of the 2024-2025 VisitHattiesburg Tourism Grant award in the amount of \$4,250.00 to support Midnight on Front Street.

Recommendation Statement

I recommend that this item be placed on the Council's agenda for consideration.

Please place this on the November 5, 2024 City Council meeting for consideration.

September 20, 2024

City of Hattiesburg
Midnight on Front Street
Brittany Vasser
200 FORREST ST
Hattiesburg, MS 39401



VISITHATTIESBURG

Dear Brittany Vasser,

Thank you for applying for VisitHATTIESBURG's Tourism Grant Program for Fiscal Year 2025. After thorough consideration, the submitted project has been approved for funding.

Your application for funding has received final approval in the amount of \$4,250 to support the **Midnight on Front Street** event in December 31, 2024. Congratulations!

TGP funding is subject to your agreement of the terms listed on your application. Attached to this letter is an overview of the conditions for funding. Please review these requirements. Remember, TGP funds may be used for a variety of expenses as listed on the next page but must be spent as indicated in your application with receipts for documentation.

We appreciate your efforts in preparing the application and promoting Hattiesburg's tourism economy through your project. If your organization agrees to the terms listed in this letter and on the attached document, please have an authorized representative sign and return one copy of the agreement *no later than **September 27, 2024***. If we do not receive a signed copy by that date, it will be assumed that the financial support offered was not accepted by your organization.

Please remember that VisitHATTIESBURG must be provided with sponsorship benefits equal to the grant awarded, and our logo must be placed on your website right away. Also, the attached final report must be completed and returned within 30 days of your final event.

We look forward to the opportunity of partnering with you to further promote Hattiesburg's story. Congratulations, again.

Sincerely,

Alexis Rutland
Sales and Visitor Services Manager
VisitHattiesburg



VisitHATTIESBURG TOURISM GRANT PROGRAM FISCAL YEAR 2025

Project Name: Midnight on Front Street

Organization: City of Hattiesburg

Qualifying Expenses

TGP funds may be used for a variety of expenses, including traditional and digital advertising, brochures and signage, event or exhibit production costs, and marketing and promotional activities. Funding should be spent as indicated on your application, and receipts must be provided as documentation in your Final Report.

Disallowable expenses include facility utilities, general operating expenses, administrative expenses (including salaries, travel, meal and lodging), loan payments, personal benefits, cash awards or expenses not directly related to the approved project, and any illegal activities.

Eligibility Requirements

Applicants should fulfill the following requirements:

- The project for which grant funds are requested must be primarily located within Hattiesburg (includes Forrest and Lamar Counties).
- Projects should promote Hattiesburg as a destination by highlighting local lodging, dining, shopping and attractions.
- The proposed project must comply with all applicable laws, permits, licenses and regulations.
- Each project must maintain financial records to document the use of TGP funds. These records should be filed and made available for inspection by VisitHATTIESBURG for a period of not less than three (3) years.
- An organization receiving TGP funding is responsible for paying all applicable taxes.
- If funding is granted, the current VisitHATTIESBURG logo must be included on all collateral, advertisement, digital media, and signage in relation to the funded project. In addition, a hyperlinked VisitHATTIESBURG logo must be placed on the project website upon grant selection and must remain for a period of no less than 12 consecutive months.
- In cases where sponsorship packages are available, a sponsorship equivalent to the dollar amount of TGP funds awarded should be provided to VisitHATTIESBURG. Please submit that packet with this form.

Reporting

A final report and supporting documentation is due within 30 days of a project's completion and no later than September 30, 2025. Failure to submit the final report will result in a complete loss of funding for a project, which must be refunded to VisitHattiesburg immediately.

Stipulations

- Failure to use funds as specified in an application will result in a full refund of TGP funds distributed.
- Failure to submit a final report and other required documentation may result in penalties including but not limited to a full refund of TGP funds distributed.
- TGP funds cannot be transferred from one project to another or to another organization other than that listed on the application.
- Applicants not in compliance with reporting deadlines and procedures will be disqualified from receiving any future TGP funding.
- If a project changes during developmental stages, the applicant should submit a written request to VisitHATTIESBURG, which may choose to accept or decline the changes. If changes are declined, no further TGP funds will be awarded and any distributed funds must be refunded immediately. If changes are approved, an addendum to the original agreement will be provided by VisitHATTIESBURG and the project may move forward with pledged funding.
- Selected projects must be completed within the Fiscal Year in which the grant is awarded. If a project is delayed, the grantee must inform VisitHATTIESBURG in writing, requesting an extension. VisitHATTIESBURG reserves the right to reject a request for extension which may result in penalties including but not limited to a full refund of TGP funds distributed.

For questions related to VisitHATTIESBURG's Tourism Grant Program, please contact Alexis Rutland at arutland@visithburg.org or 601-296-7475. This form and any accompanying materials must be returned via email or mail upon receipt, no later than September 27, 2024. Forms not received by the deadline forfeit any TGP 2025 funding.

I certify that the organization named above accepts the terms outlined for the Tourism Grant Program:

B. Vasser
Signed

Assistant to the Mayor
Title

9/23/2024
Date

Mayor

City Clerk



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, November 5, 2024
Re: Approve the State holiday schedule as the City's holidays for the fiscal year 2024-2025 in accordance with Ms Code 3-3-7, per attached list.
File Number: 2024-626
Minute Book #

Summary

Approve the State holiday schedule as the City's holidays for the fiscal year 2024-2025 in accordance with Ms Code 3-3-7, per attached list.

Recommendation Statement

I recommend approval of this item.

Please place this on the November 5, 2024 City Council meeting for consideration.

Veteran's Day	1 day	Tuesday	November 11, 2024
Thanksgiving	1 day	Thursday	November 28, 2024 ***
Christmas	1 day	Wednesday	December 25, 2024***
New Year's Day	1 day	Wednesday	January 1, 2025***
Martin Luther King, Jr.	1 day	Monday	January 20, 2025
President's Day	1 day	Monday	February 17, 2025
Good Friday	1 day	Friday	April 18, 2025
Memorial Day	1 day	Monday	May 26, 2025
Independence Day	1 day	Friday	July 4, 2025
Labor Day	1 day	Monday	September 1, 2025

Additional holidays proclaimed by the Governor for Thanksgiving, Christmas and New Year's.

Additional days proclaimed by the Governor for any other holidays may be granted by the City Council approval.

*****To be proclaimed by the Governor.**



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, November 5, 2024

Re: Adopt an Ordinance setting salary of Mayor and City Council for the City of Hattiesburg, Mississippi.
File Number: 2024-653
Minute Book #

Summary

Recommendation Statement

Please place this on the November 5, 2024 City Council meeting for consideration.

ORDINANCE SETTING SALARY OF MAYOR AND CITY COUNCIL

WHEREAS, *Miss. Code Ann. § 21-8-21* provides that the compensation for the mayor and the members of the council shall be set by the council at least ninety (90) days before the next general election for the selection of municipal officers; and

WHEREAS, the City Council of the City of Hattiesburg, Mississippi, last set the salary of the mayor and the members of the council on December 20, 2016, to be effective on July 1, 2017, with the mayor's salary being set at \$110,000.00, and the salary of the members of the Council being set at \$27,000.00; and

WHEREAS, the City of Hattiesburg has, over the past 7+ years, seen significant sales tax growth, with sales tax revenue up 26.5% during the period, making the City of Hattiesburg the third highest ranking municipality in Mississippi in terms of sales tax revenue; and

WHEREAS, the City of Hattiesburg has had a structurally balanced budget for five consecutive years; and

WHEREAS, the City of Hattiesburg competes with the private sector as well as other governmental entities for talented employees, and the City has granted substantial increases to most of its employees over the past 7+ years in an effort to retain and hire employees who will add value to the City of Hattiesburg and its residents, and it is wise and appropriate to increase the salaries of the Mayor and members of the City Council so as to attract talented persons to seek those elected positions; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL of the City of Hattiesburg, Mississippi, that, beginning July 1, 2025, the salary of the Mayor of the City of Hattiesburg shall be \$140,000.00 per year.

IT IS FURTHER ORDAINED BY THE CITY COUNCIL of the City of Hattiesburg, Mississippi, that, beginning July 1, 2025, the salary of the members of the City Council of the City of Hattiesburg shall be \$35,000.00 per year.

THIS ORDINANCE shall take effect in the manner prescribed by law.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, on this 5th day of November, 2024.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, on this 5th day of November, 2024.

ATTEST:

ADOPTED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, November 5, 2024

Re: Adopt a Resolution declaring Forrest County PPIN 1488, 1489 and 39311 necessary for public use and determine that it is prudent and in the best interest of the public and authorize the Mayor to enter an administrative settlement in the Special Court of Eminent Domain for Forrest County, Mississippi, Cause No. 24-1142, 24-1143, and 24-1144 in an aggregate amount not to exceed Three Hundred Fifty Thousand Dollars (\$350,000.00) to the Forrest County Circuit Clerk, the named Defendants, their counsel, and/or other interested parties in the above referenced proceedings at the direction of the City Attorney or his designee.
File Number: 2024-654
Minute Book #

Summary

Recommendation Statement

Please place this on the November 5, 2024 City Council meeting for consideration.

RESOLUTION

WHEREAS, upon careful consideration, the City of Hattiesburg, Mississippi, acting by and through the City Council, has previously determined it to be in the best interests of the citizens of the City to acquire the surface interests in certain real property adjacent to the Bobby L. Chain Municipal Airport indexed as Forrest County PPINs 1488, 1489, and 39311, and to institute eminent domain proceedings to acquire same;

WHEREAS, negotiations between the parties to the pending eminent domain proceedings having proven successful, the City Council finds it in the best interests of the City to authorize settlement of the same to facilitate conveyance of the surface interests in the subject real property to the City, avoidance of additional litigation costs, and elimination of risks to the City inherent in determination of the value of said interests by multiple juries.

NOW, THEREFORE, BE IT RESOLVED as follows:

a. that the City Attorney or his designee is hereby authorized to offer an amount not to exceed Three Hundred Fifty Thousand Dollars (\$350,000) in the aggregate in the settlement of all claims in the following pending matters:

1. City of Hattiesburg, Mississippi vs. Robert Newton Meeks, et al., Special Court of Eminent Domain for Forrest County, Mississippi, Cause No. 24-1142;

2. City of Hattiesburg, Mississippi vs. Unknown Heirs of Katie McSwain Blankinchip, Special Court of Eminent Domain for Forrest County, Mississippi, Cause No. 24-1143; and,

3. City of Hattiesburg, Mississippi vs. Unknown Heirs of Bobbie Ruth Meeks, Special Court of Eminent Domain for Forrest County, Mississippi, Cause No. 24-1144;

b. that the Mayor is hereby authorized to execute all documents required to facilitate the settlement of said matters and the purchase and conveyance of the surface interests in the subject real property; and,

c. that the Mayor and City Clerk are hereby authorized to issue warrants in an aggregate amount not to exceed Three Hundred Fifty Thousand Dollars (\$350,000) to the Forrest County Circuit Clerk, the named Defendants, their counsel, and/or other interested parties in the above referenced proceedings at the direction of the City Attorney or his designee.

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, this the 5th day of November, 2024.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of November, 2024.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, November 5, 2024

Re: Approve Memorandum of Understanding between City of Hattiesburg and the Mississippi Department of Finance and Administration for funding in the amount of \$300,000.00 for improvements to Tipton Street in Hattiesburg and authorize the Mayor to execute any and all necessary documents for the same.
File Number: 2024-651
Minute Book #

Summary

Recommendation Statement

Please place this on the November 5, 2024 City Council meeting for consideration.

Government

MEMORANDUM OF UNDERSTANDING

Entity: City of Hattiesburg - Tipton Street - SB2468 - Section 10 (lk)

Authorized Representative: Toby Barker

Title: Mayor **Date:** 11/05/2024

Address: 200 Forrest Street, Hattiesburg, MS 39401

Telephone: 601-545-4501 **EMAIL:** mayor@hattiesburgms.com

Funding Amount : \$300,000.00

This Memorandum of Understanding (hereinafter the "MOU") is entered into between the Mississippi Department of Finance and Administration (hereinafter the "DFA") and the Entity for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist the Entity in paying costs associated with the local project (hereinafter the "Project") specified in Section 10 of Senate Bill 2468, 2024 Regular Legislative Session, Laws of 2024, (hereinafter the "Act"). This MOU is entered into in accordance with Miss. Code Ann. Section 27-104-351, also known as the Line-Item Appropriation Transparency Act, and pursuant to, and subject to the terms of the Act, which authorizes an amount not to exceed the Funding Amount listed above (hereinafter the "Project Funds"), for the Project. **(PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY TO SPEND THE FUNDS RECEIVED FROM THE STATE IN ACCORDANCE WITH THE ACT AS WELL AS ALL STATE AND FEDERAL LAWS AND REGULATIONS.)**

RECITALS

WHEREAS, The Act, authorized expenditures for certain projects; and

WHEREAS, pursuant to the Act, the Legislature has appropriated funds to the Entity to pay the costs of the Project; and

WHEREAS, the Act authorizes the DFA to disburse monies to pay the costs of the Project; and

WHEREAS, the Entity shall maintain the Project Funds in a separate bank account; and

WHEREAS, the DFA has requested the Entity to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein by reference, to the extent the Entity is subject to the State's procurement laws; and

WHEREAS, the Entity agrees to expend the funds within thirty-six (36) months from the date of receipt from the DFA; and

WHEREAS, the Entity agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the Entity will immediately notify and consult with the DFA regarding the disposition of the funds, and said funds shall be directed in accordance with the Act; and

WHEREAS, the Entity agrees to provide quarterly notarized reports to the DFA which describe and itemize the expenditure of the Project Funds and also provide an update on the status of the Project including future expenditure of the funds. The quarterly reports must be provided on a form designated by the DFA and must include all invoices and bank statements associated with the reported expenditures. The quarterly reports shall be provided within thirty (30) days of each calendar quarter's end. The Entity shall also provide to the DFA a final report no more than thirty (30) days after final expenditure of funds, summarizing the expenditures and use of the Project Funds upon completion of the Project. All invoices that have not previously been submitted shall be submitted upon completion of the Project; and

WHEREAS, the DFA finds that it is in the best interest of the DFA and the Entity that the funds on deposit for Entity should be disbursed to the Entity and that the Entity shall directly administer the expenditure of such funds for the Project.

NOW THEREFORE, IT IS MUTALLY AGREED BY THE MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION AND THE ENTITY AS FOLLOWS:

Section 1. The DFA, pursuant to the Act, shall disburse the Project Funds from upon written request of the Entity to pay the costs associated with the Project.

Section 2. The Entity certifies and agrees to make every effort to expend all funds received within thirty-six (36) months from the date of receipt and **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU. Failure of the Entity to adhere to any provision within this MOU may result in immediate action by the State to recover project funds.

Section 3. The Entity agrees to procure any necessary construction, goods, and services for the Project in accordance with State procurement laws to the extent the Entity is subject to same. Failure to adhere may cause the DFA to withhold all sums for the Project and seek recovery of same. Further, the Entity agrees to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein, in accordance with State law and the recitals of this MOU.

Section 4. The Entity agrees to provide the DFA quarterly notarized reports as set forth hereinabove, in a format designated by the DFA. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The Entity shall also provide the DFA with a final report summarizing the expenditures and use of the Project Funds no more than thirty (30) days after final expenditure of the Project Funds.

Section 5. The Entity agrees to maintain copies of all invoices, bank statements, and similar documentation for each expenditure of all funds received sufficient to satisfy and confirm, to the DFA's satisfaction, that such funds have been expended **solely** for the costs of the project as authorized and provided by the Act.

Section 6. The Entity agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the Entity will immediately notify and consult with the DFA regarding the disposition of the funds and said funds shall be directed in accordance with the Act.

Section 7. The Entity agrees that Project Funds shall be expended in accordance with all State and Federal laws and regulations, and that failure to do so may cause the DFA to withhold funds for the Project or seek recovery of same.

Section 8. All notices or information pursuant to this MOU shall be provided as follows:

Entity's Authorized Representative Listed Above

Mississippi Department of Finance and Administration
Attention: Gilda Reyes, Deputy Executive Director
501 North West Street, Suite 1301
Jackson, Mississippi 39201
Telephone: 601-359-5516
Email: Gilda.Reyes@dfa.ms.gov

Section 9. This MOU shall be effective from and after the DFA approval date.

IN WITNESS WHEREOF, the Entity has affixed its signature on the date indicated below.

Entity Name: City of Hattiesburg - Tipton Street - SB2468 - Section 10 (lk)

By: _____
Name, Title

Date: 11/19/2024

EXHIBIT A

The Entity shall maintain on file, the following items in relation to the Project:

1. Proof of Advertisement (i.e. copy of the advertisement, MPTAP and/or procurement portal posting, etc.) for any Request for Qualification (RFQ), Request for Proposals (RFP), or Invitation for Bid (IFB).
2. The Program of Work for the Project.
3. All solicitation documents (RFQ, RFP, IFB, etc.).
4. A list of bidders/respondents, including the Bid Tabulation Form/Register of Proposals. For construction awards, include recommendation of the Professional for the award of contract. For items procured by RFQ or RFP, include evaluation committee tally sheets/overall scoring in support of award decision.
5. A copy of all payment requests or invoices for said construction, goods, and services. In the case of construction contractor payment applications, include Professional's approval of payment.
6. All contracts awarded for the Project.
7. All bank statements.
8. Any and all other documentation which may be required to document, to the DFA's satisfaction, that the Project funds are expended **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU.

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) CITY OF HATTIESBURG, MS	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☒ Other (see instructions) LOCAL GOVERNMENT	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 200 FORREST ST	6 City, state, and ZIP code HATTIESBURG, MS 39401
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
6	4	-	6	0	0	0	4	3 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 5-14-24
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Verification Form

Please read and initial each statement below to verify your understanding of the requirements.

_____ 1) The funds (when funding is available) will be sent to your general account that ties to the vendor number supplied to our office through Paymode.

_____ 2) A separate bank account will have to be opened and you are responsible to transfer the funds to the new bank account. This transfer needs to happen as soon as you receive the funding. This account is only for the funds in SB2468. No other funds can be in this account (even if you have received prior funding for the same project).

_____ 3) Quarterly reports are due to the Bond Advisory Division thirty (30) days after each quarter end.

1st quarter – January – March Report due by April 30

2nd quarter – April – June Report due by July 30

3rd quarter – July – September Report due by October 30

4th quarter – October – December Report due by January 30

_____ 4) Bank Statements (from each month of the quarter) and invoices (when there are expenditures) are to be sent with the quarterly report.

_____ 5) Quarterly reports are to be completed even if there were no expenditures for the quarter.

_____ 6) **Bank fees cannot be paid with funds.** Please confirm that no fees will be charged by your bank when the new bank account is opened. If the bank happens to charge fees in error, the bank will have to refund the fees or you will be responsible to pay those fees. This has been a problem with previous funding.



MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION

DATE: 11/05/2024

PROJECT NAME: City of Hattiesburg-Tipton St.

MAILING
ADDRESS: P.O. Box 1898

Hattiesburg, MS 39403



CONTACT UPDATE LIST

**PROVIDE 3 FORMS OF CONTACT INCLUDING: EMAIL ADDRESS AND PHONE NUMBER
FOR EACH PERSON**

(BE SURE TO UPDATE THIS FORM EACH TIME YOU HAVE CHANGES IN PERSONNEL)

Name	Phone Number	Email Address
Ann Jones, Chief Administrative Officer	(601) 545-4503	annjones@hattiesburgms.co
Malcolm Berch, Chief Financial Officer	(601) 545-4680	mberch@hattiesburgms.com
Lisa Hanson, Comptroller	(601) 554-1034	lhanson@hattiesburgms.com

AUTHORIZED PERSONNEL SIGNATURE

DFA USE ONLY
COMPLIANCE OFFICER
INITIAL: _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, November 5, 2024

Re: Approve Memorandum of Understanding between the City of Hattiesburg and the Mississippi Department of Finance and Administration for funding in the amount of \$3,500,000.00 for improvements in the Avenues area of Hattiesburg and authorize the Mayor to execute any and all necessary documents for the same.
File Number: 2024-652
Minute Book #

Summary

Recommendation Statement

Please place this on the November 5, 2024 City Council meeting for consideration.

Government

MEMORANDUM OF UNDERSTANDING

Entity: City of Hattiesburg - Avenues Project - SB2468 - Section 10 (hg)

Authorized Representative: Toby Barker

Title: Mayor

Date: 11/05/2024

Address: 200 Forrest Street, Hattiesburg, MS 39401

Telephone: 601-545-4501

EMAIL: mayor@hattiesburgms.com

Funding Amount : \$3,500,000.00

This Memorandum of Understanding (hereinafter the "MOU") is entered into between the Mississippi Department of Finance and Administration (hereinafter the "DFA") and the Entity for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist the Entity in paying costs associated with the local project (hereinafter the "Project") specified in Section 10 of Senate Bill 2468, 2024 Regular Legislative Session, Laws of 2024, (hereinafter the "Act"). This MOU is entered into in accordance with Miss. Code Ann. Section 27-104-351, also known as the Line-Item Appropriation Transparency Act, and pursuant to, and subject to the terms of the Act, which authorizes an amount not to exceed the Funding Amount listed above (hereinafter the "Project Funds"), for the Project. **(PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY TO SPEND THE FUNDS RECEIVED FROM THE STATE IN ACCORDANCE WITH THE ACT AS WELL AS ALL STATE AND FEDERAL LAWS AND REGULATIONS.)**

RECITALS

WHEREAS, The Act, authorized expenditures for certain projects; and

WHEREAS, pursuant to the Act, the Legislature has appropriated funds to the Entity to pay the costs of the Project; and

WHEREAS, the Act authorizes the DFA to disburse monies to pay the costs of the Project; and

WHEREAS, the Entity shall maintain the Project Funds in a separate bank account; and

WHEREAS, the DFA has requested the Entity to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein by reference, to the extent the Entity is subject to the State's procurement laws; and

WHEREAS, the Entity agrees to expend the funds within thirty-six (36) months from the date of receipt from the DFA; and

WHEREAS, the Entity agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the Entity will immediately notify and consult with the DFA regarding the disposition of the funds, and said funds shall be directed in accordance with the Act; and

WHEREAS, the Entity agrees to provide quarterly notarized reports to the DFA which describe and itemize the expenditure of the Project Funds and also provide an update on the status of the Project including future expenditure of the funds. The quarterly reports must be provided on a form designated by the DFA and must include all invoices and bank statements associated with the reported expenditures. The quarterly reports shall be provided within thirty (30) days of each calendar quarter's end. The Entity shall also provide to the DFA a final report no more than thirty (30) days after final expenditure of funds, summarizing the expenditures and use of the Project Funds upon completion of the Project. All invoices that have not previously been submitted shall be submitted upon completion of the Project; and

WHEREAS, the DFA finds that it is in the best interest of the DFA and the Entity that the funds on deposit for Entity should be disbursed to the Entity and that the Entity shall directly administer the expenditure of such funds for the Project.

NOW THEREFORE, IT IS MUTALLY AGREED BY THE MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION AND THE ENTITY AS FOLLOWS:

Section 1. The DFA, pursuant to the Act, shall disburse the Project Funds from upon written request of the Entity to pay the costs associated with the Project.

Section 2. The Entity certifies and agrees to make every effort to expend all funds received within thirty-six (36) months from the date of receipt and **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU. Failure of the Entity to adhere to any provision within this MOU may result in immediate action by the State to recover project funds.

Section 3. The Entity agrees to procure any necessary construction, goods, and services for the Project in accordance with State procurement laws to the extent the Entity is subject to same. Failure to adhere may cause the DFA to withhold all sums for the Project and seek recovery of same. Further, the Entity agrees to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein, in accordance with State law and the recitals of this MOU.

Section 4. The Entity agrees to provide the DFA quarterly notarized reports as set forth hereinabove, in a format designated by the DFA. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The Entity shall also provide the DFA with a final report summarizing the expenditures and use of the Project Funds no more than thirty (30) days after final expenditure of the Project Funds.

Section 5. The Entity agrees to maintain copies of all invoices, bank statements, and similar documentation for each expenditure of all funds received sufficient to satisfy and confirm, to the DFA's satisfaction, that such funds have been expended **solely** for the costs of the project as authorized and provided by the Act.

Section 6. The Entity agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the Entity will immediately notify and consult with the DFA regarding the disposition of the funds and said funds shall be directed in accordance with the Act.

Section 7. The Entity agrees that Project Funds shall be expended in accordance with all State and Federal laws and regulations, and that failure to do so may cause the DFA to withhold funds for the Project or seek recovery of same.

Section 8. All notices or information pursuant to this MOU shall be provided as follows:

Entity's Authorized Representative Listed Above

Mississippi Department of Finance and Administration
Attention: Gilda Reyes, Deputy Executive Director
501 North West Street, Suite 1301
Jackson, Mississippi 39201
Telephone: 601-359-5516
Email: Gilda.Reyes@dfa.ms.gov

Section 9. This MOU shall be effective from and after the DFA approval date.

IN WITNESS WHEREOF, the Entity has affixed its signature on the date indicated below.

Entity Name: City of Hattiesburg - Avenues Project - SB2468 - Section 10 (hg)

By: _____
Name, Title

Date: 11/19/2024

EXHIBIT A

The Entity shall maintain on file, the following items in relation to the Project:

1. Proof of Advertisement (i.e. copy of the advertisement, MPTAP and/or procurement portal posting, etc.) for any Request for Qualification (RFQ), Request for Proposals (RFP), or Invitation for Bid (IFB).
2. The Program of Work for the Project.
3. All solicitation documents (RFQ, RFP, IFB, etc.).
4. A list of bidders/respondents, including the Bid Tabulation Form/Register of Proposals. For construction awards, include recommendation of the Professional for the award of contract. For items procured by RFQ or RFP, include evaluation committee tally sheets/overall scoring in support of award decision.
5. A copy of all payment requests or invoices for said construction, goods, and services. In the case of construction contractor payment applications, include Professional's approval of payment.
6. All contracts awarded for the Project.
7. All bank statements.
8. Any and all other documentation which may be required to document, to the DFA's satisfaction, that the Project funds are expended **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU.



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, November 5, 2024

Re: Approve Agreement between City of Hattiesburg and BRINC Drones, Inc., to provide devices and services related to the BRINC Drone system and authorize the Mayor to execute all documents necessary.
File Number: 2024-655
Minute Book #

Summary

Recommendation Statement

Please place this on the November 5, 2024 City Council meeting for consideration.

MASTER SERVICES AND PURCHASING AGREEMENT

This Master Services and Purchasing Agreement (“**Agreement**”) is between BRINC Drones, Inc., a Delaware corporation (“**BRINC**”), and the agency listed in the signature block or, if no agency is listed, the agency executing an Order Form that references this Agreement (“**Agency**”). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Order Form referencing this Agreement (“**Effective Date**”). This Agreement will govern future purchases by Agency for the same BRINC Devices and Services in the Order Form.

The Parties agree as follows:

1. **Definitions**

In addition to capitalized terms defined elsewhere in this Agreement, these following terms have the following meanings:

- 1.1. “**BRINC Live Operations**” means BRINC’s data streaming services and interactions between BRINC Devices and/or BRINC client software.
- 1.2. “**BRINC Device**” means all hardware provided by BRINC under this Agreement.
- 1.3. “**Documentation**” means specifications, user manuals, warnings, and other materials relating to the BRINC Devices or Services provided or made available by BRINC to Agency, as may be modified by BRINC from time to time.
- 1.4. “**Fees**” means the fees payable by Agency as set forth in an Order Form.
- 1.5. “**Order Form**” means each written order specifying the BRINC Devices and Services to be provided under this Agreement and applicable Fees, that is entered into between Agency and BRINC.
- 1.6. “**Services**” means all services provided by BRINC under this Agreement, including software, BRINC Live Operations, and professional services.
- 1.7. “**Subscription Term**” means the period specified during which Agency will have access to the Services.
- 1.8. “**Third-Party Services**” means separate hardware, services, or applications manufactured, published, or performed a party other than BRINC that can be used in connection with the Services.

2. **Term and Termination**

- 2.1. Term. This Agreement begins on the Effective Date which is defined by shipment terms and continues based on the length of term defined in the Order Form (“**Term**”). BRINC will not authorize services until BRINC receives a signed Order Form or accepts a purchase order, whichever is first.

- 2.2. Term of Order Forms. Unless otherwise stated in the applicable Order Form, (a) the initial Subscription Term of each Order Form begins on the effective date based on shipping and receiving terms of such Order Form and continue for the Subscription Term stated in the Order Form; and (b) the Subscription Term will automatically renew for a Subscription Term equivalent to the initial Subscription Term, unless either party provides the other party with written notice of non-renewal at least 30 days before the end of the then-current Subscription Term.
- 2.3. Termination for Breach. A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to BRINC's uncured breach, BRINC will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 2.4. Termination by Agency. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- 2.5. Effect of Termination. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all Fees incurred before the effective date of termination. If Agency purchases BRINC Devices for less than the manufacturer's suggested retail price ("MSRP") and this Agreement terminates before the end of the Term, BRINC will invoice Agency the difference between the MSRP for BRINC Devices received, including any spare BRINC Devices, and amounts paid towards those BRINC Devices. Only if terminating for non-appropriation, Agency may return BRINC Devices to BRINC within 30 days of termination. MSRP is the standalone price of the individual BRINC Device at the time of sale. For bundled BRINC Devices, MSRP is the standalone price of all individual components.
- 2.6. Survival. The sections titled "Effect of Termination," "Survival," "Fees, Payment, and Shipping," "Confidentiality," "Disclaimers," "Proprietary Rights," "IP Indemnification," "Limitation of Liability," and "Miscellaneous" will survive any termination or expiration of this Agreement.
3. **Fees, Payment, and Shipping**
- 3.1. Fees. Unless otherwise stated in the relevant Order Form, BRINC will invoice Agency upon shipment of the BRINC Devices in the Order Form, and payment is due within 30 days from the invoice date. For all Subscription Fees, BRINC will invoice Agency annually on the anniversary of the initial invoice. Payment obligations are non-cancelable. Unless otherwise stated in an Order Form, BRINC may increase the Fees upon renewal of each Order Form Subscription Term by providing written notice to Agency at least 45 days before the commencement of the applicable renewal Subscription Term.
- 3.2. Late Payments. If BRINC does not receive any invoiced amount by the invoice due date, then without limiting BRINC's rights or remedies, BRINC may, unless prohibited by law, charge Agency late interest fees at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law, plus all expenses of collection, including reasonable attorneys' fees.
- 3.3. Payment Disputes. BRINC will not exercise its rights under the "Late Payments" section above if Agency disputes the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

- 3.4. Taxes. Agency is responsible for sales and other taxes associated with the order unless Agency provides BRINC a valid tax exemption certificate.
- 3.5. Refunds. All sales are final. BRINC does not allow refunds or exchanges, except warranty returns or as provided by state or federal law. Agency will pay invoices without setoff, deduction, or withholding.
- 3.6. Shipping. BRINC may make partial shipments and ship BRINC Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon BRINC's delivery to the common carrier. Agency will pay any shipping charges in the Order Form. Changes in the estimated ship date may change charges in the Order Form. Shipping dates are estimates only. BRINC is not responsible for typographical errors in any offer by BRINC, and BRINC may cancel any orders resulting from such errors. Orders are subject to prior credit approval.

4. **Hardware Warranties and Disclaimers**

- 4.1. Hardware Warranty. BRINC warrants that BRINC manufactured Devices are free from defects in workmanship and materials for one year from the date of Agency's receipt. For BRINC manufactured Devices purchased by Agency under the BRINC Support Program, BRINC warrants such BRINC Devices are free from defects in workmanship and materials from the date of Agency's receipt for the duration of the BRINC Support Program term.
- 4.2. Disclaimers. **Except as expressly provided herein, BRINC provides all software and Services "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Third-Party Services are not covered by BRINC's warranty and are only subject to the warranties of the third-party provider or manufacturer.**
- 4.3. Claims. If BRINC receives a valid warranty claim for a BRINC manufactured Device during the warranty term, BRINC's sole responsibility is to repair or replace such Device with the same or like BRINC manufactured Device, at BRINC's option. A replacement BRINC-Manufactured Device will be new or like new. The warranty of the replacement BRINC manufactured Device will be the longer of (a) the remaining warranty of the original BRINC manufactured Device or (b) 90-days from the date of repair or replacement.
- 4.4. Exclusions. BRINC's warranty excludes damage related to: (a) failure to follow BRINC Device use instructions; (b) BRINC Devices used with equipment not manufactured or recommended by BRINC; (c) abuse, misuse, or intentional damage to the BRINC Device; (d) force majeure; (e) BRINC Devices repaired or modified by persons other than BRINC without BRINC's written permission; (f) BRINC Devices with a defaced or removed serial number; or (g) Agency's failure to complete training from BRINC on operating and flying the BRINC Device prior to Agency's use of the BRINC Device. BRINC's warranty will be void if Agency resells BRINC Devices.
- 4.5. Replacement Device. If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes BRINC's property. Before delivering a BRINC Device for service, Agency must download BRINC Device data and retain a copy. BRINC is not responsible for any loss of software, data, or other information contained in storage media or any part of the BRINC Device sent to BRINC for service.

- 4.6. Spare BRINC Devices. At BRINC's reasonable discretion, BRINC may provide Agency a predetermined number of spare BRINC Devices. Spare BRINC Devices are intended to replace broken or non-functioning units while BRINC repairs or replaces the broken or non-functioning units through the warranty return process. Title and risk of loss for all spare BRINC Devices shall pass to Agency as described in the "Shipping" section.

5. **Confidentiality**

- 5.1. Definition of Confidential Information. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. To the extent permissible by law, BRINC pricing is Confidential Information and competition sensitive.
- 5.2. Protection of Confidential Information. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5 years thereafter.
- 5.3. Disclosure. Either party may disclose Confidential Information to the extent required by law, provided that the receiving party gives the disclosing party reasonable advance notice of such disclosure and cooperates with the disclosing party so the disclosing party may obtain appropriate treatment for such Confidential Information. If Agency receives a public records request to disclose BRINC Confidential Information, to the extent allowed by law, Agency will provide notice to BRINC before disclosure. BRINC may publicly announce information related to this Agreement.

6. **Proprietary Rights**

- 6.1. BRINC Device and Services. BRINC and its licensors own and reserve all right, title, and interest in BRINC Devices, Services, and Documentation, including all related intellectual property rights, underlying technology, derivative works, modifications, or improvements of any of the foregoing. No rights are granted to Agency hereunder other than as expressly stated herein.
- 6.2. Feedback. Agency hereby grants BRINC a perpetual, irrevocable, royalty-free and fully paid right to use and otherwise exploit in any manner any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Agency related to the BRINC Devices or Services or other BRINC products or services.

7. **Limitation of Liability**

- 7.1. Exclusion of Certain Types of Damages. Except to the extent prohibited by law, neither party will have any liability arising out of or related to this Agreement for any indirect, exemplary, incidental, special, punitive, cover, business interruption, lost profit, or consequential damages, whether an action is in contract or tort and regardless of the theory of liability, even if a party or has been advised of the possibility of such damages or if a party's remedy otherwise fails of its essential purpose.
- 7.2. Liability Cap. Except for amounts payable under BRINC's intellectual property indemnification obligations under "IP Indemnification", in no event will the aggregate total liability of either party arising out of or related to this Agreement exceed the purchase price paid to BRINC for the BRINC Device, or if for Services, the amount paid for such Services

over the 12 months preceding the claim. The foregoing limitation will apply whether an action is in contract or tort and regardless of the theory of liability but will not limit Agency' payment obligations under the "Fees and Payments" section above. In the event Agency (i) modifies a BRINC Device, (ii) fails to operate a BRINC Device in accordance with BRINC's warnings or guidelines, or (iii) is involved in an accident involving a BRINC Device, BRINC will have no liability to Agency for any damages.

8. IP Indemnification

- 8.1. Indemnification by BRINC. BRINC will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of BRINC Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide BRINC with written notice of such claim, tender to BRINC the defense or settlement of such claim at BRINC's expense and cooperate fully with BRINC in the defense or settlement of such claim. BRINC's IP indemnification obligations do not apply to claims based on (a) modification of BRINC Devices or Services by Agency or a third-party not approved by BRINC; (b) use of BRINC Devices and Services in combination with hardware or services not approved by BRINC; (c) use of BRINC Devices and Services other than as permitted in this Agreement; or (d) use of BRINC software that is not the most current release provided by BRINC.
- 8.2. Sole and Exclusive Remedy. If BRINC receives information about an infringement or misappropriation claim related to BRINC Devices or Services, BRINC may and at no cost to Agency: (i) modify the BRINC Devices or Services so that they are no longer claimed to infringe or misappropriate; (ii) obtain a license for Agency's continued use of the BRINC Devices or Services in accordance with this Agreement; or (iii) terminate Agency's subscriptions for the BRINC Devices or Services upon 30 days' written notice and refund Agency any prepaid fees covering the remainder of the subscription term of the terminated Services. This Indemnification section sets forth BRINC's sole liability to, and the Agency's exclusive remedy against, BRINC for the third-party claims described herein.

9. Additional Offerings; Changes to Offerings

- 9.1. Online Support Platforms. Use of BRINC's online support platforms is governed by the specific Terms of Use Appendix.
- 9.2. New offerings. New devices and services may require additional terms.
- 9.3. Design Changes. BRINC may make design changes to any BRINC Device or Service without notifying Agency or making the same change to BRINC Devices and Services previously purchased by Agency. Any such design changes will not materially decrease the overall functionality of the Services or BRINC Devices.
- 9.4. Bundled Offerings. If Agency purchases a bundled offering from BRINC and (i) some offerings in the bundle are not currently available at the time of purchase, or (ii) Agency elects not to utilize any portion of the bundle, BRINC will not provide a refund, credit, or additional discount beyond what is in the Order Form.

10. Use of BRINC Devices and Services

- 10.1. Third-Party Software and Services. Agency may integrate BRINC Devices or Services with Third-Party Services. The terms and conditions governing Agency's access, use, and exchange of data with Third-Party Services is solely between Agency and the Third-Party Services provider. BRINC does not endorse or support and is not responsible for Third-Party Services. Agency is solely responsible and liable for its use of Third-Party Services. BRINC has no obligation to support any integration of Third-Party Services with the Services and may cease any integrations of Third-Party Services at any time.
- 10.2. Agency Responsibilities. Agency is responsible for (a) Agency's use of BRINC Devices and Service, including ensuring that Agency and End Users adhere to all applicable laws and regulations applicable to the operation of unmanned aircraft system and that Agency and End Users operate BRINC Devices in accordance with the Documentation (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) a dispute between Agency and a third-party over Agency's use of BRINC Devices; (d) ensuring BRINC Devices are destroyed and disposed of securely and sustainably at Agency's cost; (e) any regulatory violations or fines, as a result of improper use, destruction, or disposal of BRINC Devices; and (f) ensuring no modifications are made to weaponize the BRINC Device.
- 10.3. Cloud Services. Agency may purchase cloud services from BRINC to utilize a SaaS based platform to store and manage footage captured from a BRINC Device ("**Cloud Services**"). Any data that Agency uploads to Cloud Services from a BRINC Device will be considered Agency Data. BRINC may collect and analyze information relating to Agency's use of Cloud Services and BRINC Devices, including Agency Data, in connection with Agency's use of Cloud Services. BRINC may use such information to develop and improve the Cloud Services and BRINC Devices and other BRINC offerings, but only in aggregate, anonymized form which cannot be readily linked to Agency or any specific entity or natural person ("**Aggregated Anonymous Data**"). For sake of clarity, Aggregated Anonymous Data is not Agency Data. BRINC may utilize third-party cloud hosting providers to store Agency Data. If data is stored within BRINC's cloud based partner ecosystem, such third party retains ultimate responsibility for the availability and integrity of Agency Data. BRINC will implement and maintain appropriate administrative, physical, and technical security measures designed to protect the security, confidentiality, and integrity of, and prevent the unauthorized disclosure of, Agency Data.
11. **Donations and Beta Tests**
- 11.1. Charitable Donations. Upon mutual agreement between BRINC and Agency, BRINC may provide certain products and services to Agency, as a charitable donation. By accepting a charitable donation, Agency represents and warrants that it may do so under applicable law. BRINC may publicly announce its participation in any such charitable donation and use Agency's name in marketing materials. BRINC may terminate the charitable program without cause immediately upon notice to the Agency.
- 11.2. Free Trials and Beta Testing. BRINC may offer optional free trial or beta access to BRINC Services or Devices. Use of free trials and betas is only for Agency's internal evaluation during a 30-day period, unless otherwise specified in writing by BRINC. Either party may terminate Agency's use of free trials and betas at any time for any reason.
- 11.3. Limitations. Trials and betas may be inoperable, incomplete, or include features never released. Notwithstanding anything else in this Agreement, BRINC offers no warranty, indemnity, or

support for free trials and betas or charitable donations, and its liability for such use will not exceed US\$1,000.

12. **Miscellaneous**

- 12.1. Force Majeure. Except for Agency's obligation to pay Fees owed, neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 12.2. Independent Contractors. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 12.3. Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.
- 12.4. Cooperative Purchasing. To the extent legally allowed, Agency will permit other governmental agencies to utilize this Agreement under the same terms and conditions to purchase the same Services and BRINC Devices described in the Order Form.
- 12.5. Insurance. BRINC will maintain General Liability and Workers' Compensation insurance. Upon request, BRINC will supply certificates of insurance.
- 12.6. Non-Discrimination. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 12.7. U.S. Government Restricted Rights. If Agency is a U.S. federal government department or agency or contracting on behalf of such department or agency, the Services are a "Commercial Product" as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Services are licensed to Agency with only those rights as provided under the terms and conditions of this Agreement.
- 12.8. Export Compliance. Each Party will comply with all import and export control laws and regulations.
- 12.9. Anti-Bribery. Neither party has received or been offered any illegal or improper bribe, rebate, payoff, influence payment, kickback, or other thing of value from an employee or agent of the other party in connection with this Agreement.
- 12.10. Assignment. Neither Party may assign this Agreement without the other Party's prior written consent. BRINC may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 12.11. Waiver. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

- 12.12. Severability. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 12.13. Governing Law. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 12.14. Notices. All notices required or permitted under this Agreement must be in English and delivered in writing. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with BRINC. Notices to BRINC shall be provided to BRINC Drones Inc, Inc., Attn: Legal, 1055 N. 38th St. Seattle, WA 98103.
- 12.15. Entire Agreement. This Agreement, including any Order Form(s) or SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties. Any terms within the Agency's purchase order in response to an Order Form will be void.
- 12.16. Counterparts. If the parties sign this agreement in several counterparts, each will be deemed an original, but all counterparts together will constitute one instrument.

Agency

Signature _____

Name _____

Title _____

Date _____

BRINC Drones, Inc.Signature  _____
Manoj Mohan (Nov 4, 2024 10:49 PST)Name **Manoj Mohan** _____Title **Chief Growth Officer** _____Date **Nov 4, 2024** _____

BRINC Training Appendix

This BRINC Training Appendix applies to Agency's purchase of BRINC training services.

1. **Use of Training Services.** If Agency purchases any BRINC training services, Agency must schedule such services within 30 days of the Effective Date.
2. **End user go-live training and support sessions.**
- 2.1. **BRINC Go-Live Ground School.** If Agency purchases this training services package, BRINC's training will include the following:
 - Structured training on standard device and emergency operations.
 - In-depth device charging, troubleshooting and maintenance steps.
 - Operational best practice with the respective device.
 - Reality-based scenario training.
 - Hands-on assistance with set-up and integration.
 - Support sessions
- 2.2. **BRINC Lemur Familiarization and Overview.** If Agency purchases this training services package, BRINC's training will include the following:
 - Virtual overview of device nomenclature, basic and emergency operations, charging, routine maintenance and description of basic integration of the respective device.
 - Support sessions
3. **Delivery of Training**
- 3.1. **Timing.** BRINC personnel will perform all training Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays, unless otherwise agreed to in writing.
- 3.2. **On-Site Training.** If BRINC will be performing training at Agency's location, Agency is responsible for ensuring the site is suitable for training. If the training is scheduled for multiple days, the training days must be scheduled consecutively.

BRINC Support Program Appendix

If the Agency purchases BRINC Support Program or a bundle including BRINC Support Program, this appendix applies.

1. **BRINC Support Program.** The BRINC Support Program is an extended full-service warranty that starts on the Subscription Term and terminates as detailed in the Order Form. The extended warranty includes unlimited repairs on BRINC Devices and unlimited replacements for any Lemur, Responder or Guardian Airframe that BRINC is unable to repair between hardware Upgrades. For BRINC Ball, BRINC will provide unlimited repairs and replacements for any BRINC Ball that BRINC is unable to repair. The extended warranty includes unlimited repairs and unlimited replacements for any Responder, Guardian or future outdoor Airframe and corresponding Station(s) that BRINC is unable to repair between hardware upgrades. The Responder and Guardian Camera payload has a maximum replacement of 1 per year if damaged or destroyed and unable to be repaired. Agency is to return the destroyed device or provide reasonable documentation that the device was destroyed (i.e. pictures or video). The BRINC Support Program is available to agencies only upon completion of BRINC certified training on the associated product or service.
2. **BRINC Support Program Upgrade.** If Agency has no outstanding payment obligations and purchased BRINC Support Program, BRINC will provide Agency a new BRINC Lemur, Responder or Guardian Drone, corresponding Stations and/or BRINC Ball as scheduled in the Order Form (“**Upgrade**”). If Agency purchased BRINC Support Program, BRINC will provide a Lemur Drone Upgrade that is the same or like BRINC Device, at BRINC’s option. BRINC makes no guarantee the Upgrade will utilize the same accessories.
3. **Upgrade Delay.** BRINC may ship the Upgrades as scheduled in the Order Form without prior confirmation from Agency. BRINC may ship the final Upgrades as scheduled in the Order Form 60 days before the end of the Subscription Term without prior confirmation from Agency.
4. **Upgrade Change.** If Agency wants a different BRINC Device model from the Upgrade offered by BRINC, Agency must pay the price difference between the MSRP for the desired BRINC Device and the MSRP for the Upgrade. If the model Agency desires has an MSRP less than the MSRP of the offered Upgrade, BRINC will not provide a refund. The MSRP is the MSRP in effect at the time of the Upgrade.
5. **Firmware Updates.** BRINC will provide Updates and Upgrades to BRINC Device firmware for as long as a BRINC Device is part of an active Support Program. An “**Update**” is a generally available release that BRINC makes available from time to time. An “**Upgrade**” includes (i) new versions of BRINC software and/or firmware that enhance features and functionality, as solely determined by BRINC. Upgrades exclude new products that BRINC introduces and markets as distinct products or applications. New or additional BRINC products and applications, as well as any BRINC professional services are not included.
6. **Return of Original BRINC Device.** Within 30 days of receiving an Upgrade, Agency must return the original BRINC Devices to BRINC or destroy the BRINC Devices and provide a certificate of destruction to BRINC including serial numbers for the destroyed BRINC Devices. If Agency does not return or destroy the BRINC Devices, BRINC will deactivate the serial numbers for the BRINC Devices received by Agency. If Agency does not return or destroy the BRINC Devices, (i) Agency cannot resell, gift, or donate the BRINC Devices; (ii) Agency will not allow

the BRINC Devices to be used for personal use; (iii) Agency must retain direct custody and control of the BRINC Devices; and (iv) BRINC will offer no warranty for those BRINC Devices and will have no liability for any damages relating to the use of such BRINC Devices.

7. **Termination.** If Agency's payment for BRINC Support Program is more than 30 days past due, BRINC may terminate Agency's BRINC Support Program purchase. Once the BRINC Support Program terminates for any reason, then:
 - 7.1. BRINC Support Program coverage terminates as of the date of termination and no refunds will be given.
 - 7.2. BRINC will not and has no obligation to provide Upgrades.
 - 7.3. Agency must make any missed payments due to the termination before Agency may purchase any future BRINC Support Program.
8. **Trade-in.** If the Order Form contains a discount on Lemur related line items, including items related to Support Program Plans, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to BRINC. BRINC will pay shipping costs of the return. If BRINC does not receive Trade-In Units within the timeframe below, BRINC will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

BRINC Live Operations Appendix

If Agency purchases BRINC Live Operations or a bundle including BRINC Support Program, this appendix applies.

1. **BRINC Live Operations Subscription Term.**

- 1.1. As a Bundled Offering. If Agency purchases BRINC Live Operations as part of a bundled offering, the BRINC Live Operations subscription begins on the later of the (1) start date of that bundled offering, or (2) date BRINC provisions BRINC Live Operations to Agency.
- 1.2. As a Standalone. If Agency purchases BRINC Live Operations as a standalone, the BRINC Live Operations subscription begins the later of the (1) date BRINC provisions BRINC Live Operations to Agency, or (2) first day of the month following the Effective Date.
- 1.3. End Date. The BRINC Live Operations subscription term will end upon the completion of the Subscription Term as documented in the Order form.

2. **Scope of BRINC Live Operations.** The scope of BRINC Live Operations is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses BRINC Live Operations outside this scope or Agency's data usage suggests use outside of the scope, BRINC may initiate good-faith discussions with Agency on upgrading Agency's BRINC Live Operations to better meet Agency's needs. For Drone deployments, the licensed pilot is ultimately responsible for the aircraft and LiveOps is an assistance tool to fly remotely. BRINC cannot guarantee 100% connection to the aircraft from LiveOps.

3. **Partner Networks.** BRINC Live Operations relies on the support of third-party wireless providers ("**Partner Networks**"). Partner Networks are made available as-is and the Partner Networks make no warranties or representations as to the availability or quality of roaming service provided by the Partner Networks. The Partner Networks will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying Partner Network or its affiliates or contractors, and Agency is not a third-party beneficiary of any agreement between BRINC and Partner Networks.

4. **Data Plan.** BRINC is responsible for handling all customer satisfaction issues related to the Data Plan, for which the BRINC provided SIM card is integral to its operation. BRINC will invoice Agency for Data Plan and SIM card directly. The Data Plan utilizes Partner Networks, but BRINC will be responsible for all network related issues. If data is stored within BRINC's cloud based partner ecosystem, ultimate responsibility for data availability and integrity will be the responsibility of the partner.

5. **Termination.** Upon termination of this Agreement or applicable Order Form, or if Agency stops paying for BRINC Live Operations or a bundle that includes BRINC Live Operations, BRINC will end BRINC Live Operations services, including any BRINC-provided LTE service.

Drones as a First Responder Early Access Program

If Agency participates in the Drones as a First Responder Early Access Program, this appendix applies.

1. **Early Access.** If BRINC provides Agency access to the Drones as a First Responder Early Access Program (“**Program**”) before BRINC makes the Drones as a First Responder service generally available, BRINC will provide Agency with early access to the Program for the purpose of testing, evaluation, and feedback. Agency acknowledges and agrees that participation in the Program does not entitle Agency to any discounts, reduced fees, or other benefits not explicitly stated in this Agreement. The Program is not intended as a discount or incentive program.
2. **Feedback and Testing.** Agency agrees to provide feedback, reports, and test results to BRINC, including any issues, suggestions, or improvements related to the products and services used during the Program. BRINC may use Agency's feedback and suggestions to improve its products and services but is under no obligation to implement or adopt any of the feedback provided by Agency.

Agency hereby grants BRINC a perpetual, irrevocable, royalty-free and fully paid right to use and otherwise exploit in any manner any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Agency related to the Program or other BRINC products or services, including for the purpose of improving and enhancing BRINC's offerings.

3. **Consulting Services.** If Agency's use of the Program includes consulting services, the parties will enter into a separate statement of work to further describe the deliverables as part of such consulting services.
4. **Confidentiality.** Agency agrees to maintain the confidentiality of all information, materials, and data related to the Program, including any pre-release versions of the products and services, and shall not disclose such information to any third party without BRINC's prior written consent.

BRINC Integrations Appendix

If Agency purchases any offerings from BRINC involving integrations with Third-Party Services, this appendix applies.

1. **Scope.** The Quote or a statement of work (SOW) will identify whether Agency or BRINC is responsible for completing integration work.
2. **Use of API.** Agency may utilize BRINC's API to facilitate an integration between BRINC Services and Third-Party Services. If Agency utilizes BRINC's API for such purpose, BRINC grants to Agency a non-exclusive, non-transferable, revocable, personal license to use the API and associated documentation, solely for internal use and solely in connection with Agency's access to BRINC Services, during the Term. Agency shall ensure proper integration with the latest version of BRINC's API promptly following BRINC making it generally available in accordance with the applicable documentation made available by BRINC.
3. **Support.** If BRINC is responsible for the integration work, for 30 days after completing integration services, BRINC will provide up to five hours of remote support at no additional charge. If Agency maintains a subscription or license to BRINC Services, BRINC will provide Agency free support for issues caused by changes to BRINC Services. BRINC is not responsible for providing support for issues caused by changes to Agency's software or systems, or for issues caused by Third-Party Services.
4. **Agency Responsibilities.** If BRINC performs the integration work, Agency will:
 - a. Make available relevant Agency systems to BRINC;
 - b. Make required modifications to Agency's hardware, facilities, systems, networks, or software as needed for BRINC to successfully complete the integration;
 - c. Ensure that knowledgeable staff who are familiar with Agency's systems are available as reasonably needed to support and complete the integration work;
 - d. Ensure all appropriate data backups are performed; and
 - e. Provide assistance and participate in any testing required for the integration.



City of Hattiesburg, MS BRINC Advanced Drone Program

City of Hattiesburg, MS

701 James St

Hattiesburg, MS 39401

United States

Toby Barker

Mayor

tbarker@hattiesburgms.com

6013073802

Reference: 20240226-120858635

Quote created: February 26, 2024

Quote expires: December 31, 2024

Quote created by: Mark Lang

Territory Account Executive

mark.lang@brincdrones.com

+19727545929

Any applicable taxes the agency owes will be added when invoicing if they are not included in this quote. If the agency is tax-exempt, please provide documentation to your BRINC Drones point of contact.

This quote is non-binding and for budgetary purposes only

Comments from Mark Lang

This quote reflects early adopter incentives in the BRINC Trail Blazer Program and an Invitation to join the BRINC Customer Advisory Board.

Prices good until 12/31/2024.

Item & Description	Quantity & Total
City of Hattiesburg Advanced Drone Program Year 1	1 x \$149,997.00
Hardware Delivery:	after \$99,998.00 discount \$49,999.00
LEMUR 2 Indoor Tactical Drone	
LiveOps Tactical	
COA Assistance	
Policy Guidance	
City of Hattiesburg Advanced Drone Program Year 2	1 x \$149,997.00
Delivery of:	after \$37,497.00 discount \$112,500.00
1x Responder Drone (including LiveOps overwatch for police and fire)	
1x Responder Drone with Single Site Station	
Implementation of the DFR Program	
- Hardware installation at single-site	
LiveOps DFR	
- Community Transparency Portal	
- Teleoperations	
Training	

Item & Description	Quantity & Total
City of Hattiesburg Advanced Drone Program Year 3	1 x \$149,997.00
Hardware refresh of LEMUR 2 including training	after \$37,497.00 discount \$112,500.00
LEMUR 2 unlimited repairs and replacements	
Responder Unlimited repairs, up to 1 camera replacement per year (if needed)	
Station Maintenance	
LiveOps Tactical	
LiveOps Overwatch	
LiveOps DFR	
City of Hattiesburg Advanced Drone Program Year 4	1 x \$149,997.00
Upgrade of Responder Single Site to Guardian Single Site and Station	after \$37,497.00 discount \$112,500.00
Implementation including installation	
Hardware refresh of Responder (overwatch for police and fire)	
Training	
LEMUR 2 unlimited repairs and replacements	
Responder Unlimited repairs, up to 1 camera replacement per year (if needed)	
Station Maintenance	
LiveOps Tactical	
LiveOps Overwatch	
LiveOps DFR	
City of Hattiesburg Advanced Drone Program Year 5	1 x \$149,997.00
Hardware refresh of LEMUR 2 including training	after \$37,497.00 discount \$112,500.00
LEMUR 2 unlimited repairs and replacements	
Responder Unlimited repairs, up to 1 camera replacement per year (if needed)	
Guardian Unlimited repairs, up to 1 camera replacement per year (if needed)	
Station Maintenance	
LiveOps Tactical	
LiveOps Overwatch	
LiveOps DFR	

One-time subtotal

\$499,999.00

after \$249,986.00 discount

Total	\$499,999.00
Total contract value	\$499,999.00

Purchase Terms and Bundle Details

This quote is governed by the terms and conditions found in the Brinc Master Services Agreement

Signature

Signature

Date

Printed name

Countersignature

Countersignature

Date

Printed name

Payment Schedule

Name	Due date	Amount
Payment 1	Upon Delivery	\$49,999.00
Payment 2	Start of Year 2	\$112,500.00
Payment 3	Start of Year 3	\$112,500.00

Name	Due date	Amount
Payment 4	Start of Year 4	\$112,500.00
Payment 5	Start of Year 5	\$112,500.00

Questions? Contact me



Mark Lang

Territory Account Executive

mark.lang@brincdrones.com

+19727545929

BRINC Drones

1055 N. 38th St.

Seattle, WA 98103

United States



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Betsy Mercier, Director of Parks and Recreation
cc:
Date: Tuesday, November 5, 2024
Re: Acknowledge the 2024 Expenditure Report from the Youth Soccer Association.
File Number: 2024-609
Minute Book #

Summary

Acknowledge the 2024 Expenditure Report from the Youth Soccer Association

Recommendation Statement

I recommend this item to be acknowledged at the City Council for consideration

Please place this on the November 5, 2024 City Council meeting for consideration.

[illegible]



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Betsy Mercier, Director of Parks and Recreation
cc:
Date: Tuesday, November 5, 2024
Re: Acknowledge receipt of the 2024 Expenditure Report from the Optimist Club for the Hattiesburg Dixie Boys Baseball.
File Number: 2024-606
Minute Book #

Summary

Acknowledge receipt of the 2024 Expenditure Report from the Optimist Club for the Hattiesburg Dixie Boys Baseball

Recommendation Statement

I recommend this item to be acknowledged.

Please place this on the November 5, 2024 City Council meeting for consideration.



Hattiesburg Dixie Boys Baseball
Sponsored By
Hattiesburg Optimist Club
P.O. Box 16026
Hattiesburg, MS 39404
hburgdixieboys@yahoo.com



To: Ms. Betsy Mercier, Director
Hattiesburg Parks and Recreation

From: The Hattiesburg Optimist Club

October 15, 2024

Re: Hattiesburg Dixie Boys Baseball
2025 Sponsorship Request

The 2024 HDBB season was a big success. This spring/summer, with yours and the City of Hattiesburg support, we were able to have a 9-team league with 120+ kids in the 13- and 14-year-old age group. As we continue to grow in numbers, we continue to provide a reasonable priced recreation league for kids from all walks of life, all income levels, and all skill levels. We are also able to welcome in kids from the greater Pine Belt Area that do not have the opportunity to play ball in their area. Our 13-year-old All-star team hosted and won the Mississippi Jr. Boys State Championship, and the 14-year-old team represented the City of Hattiesburg in Monticello and won the Mississippi DBB Boys State Championship. Both teams went on to represent Hattiesburg, the State of Mississippi and won the DBB Jr. Boys World Series as well as the DBB Boys World Series in Beaufort, South Carolina. We are the only franchise in DBB history to win both in the same year and have now done that twice. It is also our 4th year in a row to win at least one.

2024 was a banner year for the league with our numbers as well as getting fully moved into our new facility. We played 4 nights a week with a 10-game regular season and a City Tournament Championship. We also won the bid to host the 2025 DBB Boys World Series.

The Hattiesburg Optimist Club is very appreciative of the investment in the new facility as well as the financial support from the City of Hattiesburg. The Hattiesburg Optimist Club is very proud to be a sponsor and partner with the City of Hattiesburg to help provide a quality recreational baseball program for our youth. Our purpose and focus as always is to provide a safe, quality program to help these young men develop as baseball players and to help teach them valuable life lessons.

We again ask for the City's continued support for 2025 at the same level as 2024. We have previously submitted a detailed copy of our financial records for the 2024 season.

2012, 2013, 2015, 2016, 2017, 2018, 2019, 2021, 2022, 2023, and 2024 Ms. Jr. Dixie Boys State Champions
2013, 2016, 2021, 2023 and 2024 Jr. Dixie Boys World Series Champions
2013, 2014, 2016, 2017, 2018, 2019, 2021, 2022, 2023 and 2024 Mississippi Dixie Boys State Champions
2013, 2014, 2022, and 2024 Dixie Boys World Series Champions



Hattiesburg Dixie Boys Baseball
Sponsored By
Hattiesburg Optimist Club
P.O. Box 16026
Hattiesburg, MS 39404
hbxdixieboys@yahoo.com



Thank you for your continued support of our Dixie Boys Baseball Program. We could not offer the quality program that we do without the assistance and commitment of the City of Hattiesburg and the Hattiesburg Parks and Recreation Department. Together, we will continue to build on the traditions and history of Hattiesburg Baseball.



Adam Roberts
President

Chris Bedenbaugh
League Director



Russ Hendley
Secretary/Treasurer

2012, 2013, 2015, 2016, 2017, 2018, 2019, 2021, 2022, 2023, and 2024 Ms. Jr. Dixie Boys State Champions
2013, 2016, 2021, 2023 and 2024 Jr. Dixie Boys World Series Champions
2013, 2014, 2016, 2017, 2018, 2019, 2021, 2022, 2023 and 2024 Mississippi Dixie Boys State Champions
2013, 2014, 2022, and 2024 Dixie Boys World Series Champions

2024 SCOREKEEPERS/WORKERS PAYOUT

DATE	NAME	AMOUNT	PAID BY
4/13	Christopher Bedenbaugh	\$20.00	CB
4/13	Justin Lowery	20.00	CB
4/13	Chris Bedenbaugh	20.00	CB
4/13	Julian Carter	20.00	CB
4/16	Chance Scott	40.00	CB
4/17	Christopher Bedenbaugh	40.00	CB
4/18	Justin Lowery	40.00	CB
4/22	Chris Bedenbaugh	40.00	CB
4/23	Julian Carter	40.00	CB
4/25	Chance Scott	40.00	CB
4/26	Julian Carter	20.00	CB
4/26	Chris Bedenbaugh	20.00	CB
4/30	Justin Lowery	20.00	CB
4/30	Christopher Bedenbaugh	20.00	CB
5/2	Chris Bedenbaugh	20.00	CB
5/2	Justin Lowery	20.00	CB
5/3	Tony Ward	40.00	CB
5/7	Chance Scott	40.00	CB
5/8	Julian Carter	40.00	CB
5/9	Tony Ward	40.00	CB
5/10	Justin Lowery	20.00	CB
5/10	Julian Carter	20.00	CB
5/14	Chance Scott	40.00	CB
5/15	Chris Bedenbaugh	20.00	CB
5/15	Christopher Bedenbaugh	20.00	CB
5/16	Tony Ward	40.00	CB
5/17	Julian Carter	40.00	CB
5/20	Justin Lowery	40.00	CB
5/21	Christopher Bedenbaugh	40.00	CB
5/22	Tony Ward	40.00	CB
5/23	Chance Scott	20.00	CB
5/23	Christopher Bedenbaugh	20.00	CB
5/28	Chris Bedenbaugh	20.00	CB
5/29	Julian Carter	20.00	CB

2024 SCOREKEEPERS/WORKERS PAYOUT

[illegible]

2024 SCOREKEEPERS/WORKERS PAYOUT (Jr. Boys State Tournament)

[illegible]

2024 HDBB NIGHT UMPIRE SHEET

DATE:	NAME:	AMOUNT	PAID BY
4/13	Ken Graves	\$40	CB
4/13	Chad Shook	\$40	CB
4/13	Aaron Ingram	\$80	CB
4/13	Terry Marshall	\$80	CB
4/13	David Blackwell	\$40	CB
4/13	Ben Hughes	\$40	CB
4/16	Eric Engle	\$80	EB
4/16	Josh Walley	\$80	EB
4/17	Ryan Holland	\$80	EB
4/17	Otto Crawford	\$80	EB
4/18	Eric Ingram	\$80	EB
4/18	Brendan McDonald	\$80	EB
4/22	Josh Smith	\$80	EB
4/22	Terry Marshall	\$80	EB
4/23	Otto Crawford	\$80	EB
4/23	Ben Hughes	\$80	EB
4/25	Ashton Vanceleave	\$80	EB
4/25	Gerry Loftin	\$80	EB
4/26	Ken Graves	\$80	EB
4/26	David Blackwell	\$80	EB
4/30	Eric Engle	\$100	EB
4/30	Chad Shook	\$100	EB
5/2	Aaron Ingram	\$100	EB
5/2	Ken Graves	\$100	EB
5/3	Jody Banks	\$100	EB
5/3	Ben Hughes	\$100	EB
5/7	Ashton Vanceleave	\$100	EB
5/7	Ryan Holland	\$100	EB
5/8	Gerry Loftin	\$100	EB
5/8	Josh Smith	\$100	EB

2024 HDBB NIGHT UMPIRE SHEET

DATE:	NAME:	AMOUNT	PAID BY
5/9	Ashton Vandenberg	\$100	EB
5/9	Terry Marshall	\$100	EB
5/10	David Blackwell	\$100	EB
5/10	Eric Ingram	\$100	EB
5/14	Ryan Holland	\$100	EB
5/14	Chad Spink	\$100	EB
5/15	Arren Ingram	\$100	EB
5/15	Terry Marshall	\$100	EB
5/16	Ken Graves	\$100	EB
5/16	Colt Crawford	\$100	EB
5/17	David Blackwell	\$100	EB
5/17	Josh Walley	\$100	EB
5/20	Brandon McDaniel	\$100	EB
5/20	Jody Banks	\$100	EB
5/21	Eric Engle	\$100	EB
5/21	Ashton Vandenberg	\$100	EB
5/22	Josh Smith	\$100	EB
5/22	Brandon McDaniel	\$100	EB
5/23	Eric Ingram	\$100	EB
5/23	Josh Walley	\$100	EB
5/28	Brandon McDaniel	\$100	EB
5/28	Jody Banks	\$100	EB
5/29	Ryan Holland	\$100	EB
5/29	Ben Hughes	\$100	EB
5/30	Gerry Loftin	\$100	EB
5/30	Eric Engle	\$100	EB
5/31	Josh Walley	\$80	EB
5/31	Colt Crawford	\$80	EB
5/31	Arren Ingram	\$80	EB

(JR. BOYS STATE TOURNAMENT)

[illegible]

2024 HDBB NIGHTLY UMPIRE SHEET (BPA TOURNAMENT)

[illegible]

2024 HDBB Umpire Expenses (Regular Season/State Tournament)

[illegible]



2024 Mississippi DBB Umpires

The following is a list of DBB Registered Umpires for the 2024 Spring/Fall Season to be used at times in Hattiesburg Dixie Boys Baseball. Each umpire is an independent contractor and responsible for his own taxes and insurance.

Ken Graves

Aaron Ingram

Otto Crawford

Josh Smith

Ryan Holland

Eric Engle

Ben Hughes

Jody Banks

Chad Shook

Terry Marshall

David Blackwell

Gerry Loftin

Josh Walley

Brandon McDonald

Ashton Vancleave

Eric Ingram

Each umpire worked a varied number of nights due to their availability and league scheduling. Each umpire was paid a per game fee nightly by Hattiesburg Dixie Boys for their services. All umpires were eligible to be used for All-star tournaments. Tax forms are the responsibility of Hattiesburg Dixie Boys if the Federal limit for cash payments are met.

Ken Graves

Ms. Dixie Boys/Major UIC

League Assigner

Ken Graves

Chris Bedenbaugh

CB Bedenbaugh

2024 REGISTRATION FEES COLLECTED

[illegible]

INVOICE

DATE	NUMBER	Page 1 of 1
02/08/2024 9:48 am	1-24281	



Restaurant Equipment & Supply, INC
Campbell Loop Dr
Hattiesburg, MS, 39401
Tel. 601-336-6669 tcrestantequipment@gmail.com

S Coca Cola
O Hendley, Russ
L
D Hattiesburg, Mississippi
United States
T
O Tel:

S Coca Cola
H Hendley, Russ
I
P Hattiesburg, Mississippi
United States
T
O

Cashier	Customer I.D.	PO Number	Due Date
chrisc	1-2632		

Code	Description	Qty	Taxable	Price	Ext Price
5658	IceTro 400 Water Filter Kit \$277.99 Less 6.47% Discount (\$17.99) = \$260.00	1	S	\$260.00	\$260.00

Handwritten:
Paid # 1678
CK 2/8/24
REF #

CHARGED TO:
02/08/2024 A/R = \$278.20

Total Owing as of 02/08/2024 : \$278.20

Your total savings: \$ 17.99

Terms of Sale:	Sales Amount:	\$260.00
A/R Balance as of 02/08/2024 \$278.20 There will be a 20% restocking fee for any ordered item or non smallware item.	Taxes Sales Tax:	\$18.20
	N/A:	
	N/A:	
	Misc:	
	Total:	\$278.20
	Tendered:	
	Change Due:	



DBB, Inc.
P.O. Box 8263
Dothan, AL 36304
Tel: 334.793.3331
www.dixieboysmajors.org

BILL TO

Hattiesburg DBB
c/o Chris Bedenbaugh
P. O. Box 16026
Hattiesburg, MS 39404

INVOICE

DATE

INVOICE #

Feb 21, 2024

4912

TERMS

DUE DATE

NET 15

Mar 07, 2024

DESCRIPTION	QUANTITY	RATE	AMOUNT
Dixie Boys Baseball Registration Fee 2024	7	60.00	420.00
Administrative Fee			10.00
<i>Paid # 1681</i> <i>ck</i> <i>2/21/24</i>			

Please remit to the above address.
Any questions, please call 334.793.3331

TOTAL

\$430.00



Play It Again Sports Hattiesburg
4400 Hardy Street
Suite A-12
Hattiesburg Mississippi 39402
p. 601-268-8941
f. 601-550-6095

Invoice

INV-001714

Balance Due
\$96.30

Bill To
Hattiesburg Dixie Boys Baseball
f.
p.
email: hburgdixieboys@yahoo.com

Invoice Date : 02 Feb 2024
Terms : Due on Receipt
Due Date : 02 Feb 2024
P.O.# : Practice Balls

Line No.	Item & Description	Qty	Price	Amount
1	CHP 200D Baseballs	24.00	3.75	90.00
Sub Total				90.00
Mississippi Sales Tax (7%)				6.30
Total				\$96.30
Balance Due				\$96.30

Notes

Thank you for choosing Play It Again Sports Hattiesburg.

Terms & Conditions

Thank you for choosing Play It Again Sports Hattiesburg.

Wyman Shows
Authorized Signature

Paid
CK # 1682
R/H
2/21/24

Bourne Brothers Printing Co., Inc.
5276 Old Hwy. 42
Hattiesburg, MS 39401
601-582-1808 Fax: 601-582-7004

orders@bournebrothers.com

Invoice

DATE	INVOICE NO.
3/7/2024	91795

BILL TO
Hattiesburg Noon-Day Optimist Club Dixie Boys Baseball Attn: Russ Henley/Chris Bedenbaugh P.O. Box 16026 Hattiesburg, MS 39404

SHIP TO
Russ - 601-520-9213

Like Us On Facebook!

***A 3% upcharge will be added to
ALL Credit Card Payments***

P.O. NO.	TERMS
Chris	Net 30 Days

DESCRIPTION	QTY	RATE	AMOUNT
2- 4' Circle Styrene Sign- Cadence Bank Logo BB#185246	2	48.00	96.00T
1- 4x6 Mesh Banner BB#185245		160.00	160.00T
State Sales Tax		7.00%	17.92
Paid ck #1685 BPH 3/11/24			
Thank You For Choosing Bourne Brothers Printing For ALL Your Printing Needs!		Total	\$273.92

Ship Via: Standard

Order Details

Order #: 7558073

Order Date: 3/15/2024 9:33:00 AM

Product	Unit Price	Qty	Price
Diamond DDB-1 Dixie Boys & Majors Baseballs (DZ)	\$53.89	(8)	\$431.12
Epic SKU: E5579			
COLOR: WHITE			
SIZE: ONE DOZENS			

Subtotal: \$431.12

Promo Code Discount: -\$10.00

Standard (ETA 3/21/2024): \$17.51

7% Sales Tax: \$30.71

Order Total: \$469.34

MasterCard ending in 2957

By shopping with Epic Sports, you saved: \$295.20

*Card # 1687
CK
3/26/24*

NOTE: Please inspect your order when it arrives and contact us within 5 business days if anything is missing or damaged.

Need help? Please chat with us online or use our tools at [Customer Service](#)

- **Monday through Friday:** 8:00am - 5:00pm (CST)

One of our friendly product experts will be glad to help with any questions you might have concerning our products and services.

Once again, thank you for shopping with us. We look forward to seeing you again!

[\[Returns Policy\]](#)

[\[Continue Shopping\]](#)

SMS Notifications

Are you in the know?

Stay even more connected by signing up for **EPIC SPORTS** text alerts. It's easy and at your fingertips!

Russ Hendley

From: Hburg Dixie Boys Baseball <hburgdixieboys@yahoo.com>
Sent: Friday, March 15, 2024 2:07 PM
To: Russ Hendley
Subject: [EXTERNAL]: Fw: Epic Sports Order Confirmation #7558073

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Game balls for the regular season. I paid with the Mastercard.

Chris

----- Forwarded Message -----

From: orders@epicsports.com <orders@epicsports.com>
To: "hburgdixieboys@yahoo.com" <hburgdixieboys@yahoo.com>
Sent: Friday, March 15, 2024 at 09:33:15 AM CDT
Subject: Epic Sports Order Confirmation #7558073

EPIC SPORTS

Baseball Soccer Football Closeouts

CHRIS BEDENBAUGH, Thank you for your order.

IMPORTANT: Please check that everything is correct below.

If you need to make changes, please put your order on hold immediately. Click "Manage this order" button to hold, cancel or setup returns for this order.

[Manage this order](#)

It may or may not be too late to make changes to your order, depending on its status.

Order Information

Billing:

CHRIS BEDENBAUGH
H'BURG DIXIE BOYS BASEBALL
401 S 21ST AVE
HATTIESBURG, MS 39401
Ph: 1601-307-1816

Shipping:

CHRIS BEDENBAUGH
H'BURG DIXIE BOYS BASEBALL
401 S 21ST AVE
HATTIESBURG, MS 39401
Ph: 601-307-1816

Ken Graves

3022 Mesa Drive
Hattiesburg, MS 39402
601.543.5437

DATE: 4/8/2024
DUE UPON RECEIPT

BILLED TO

Hattiesburg Dixie Boys

PROJECT DESCRIPTION

Assigning Fee

TOTAL DUE

\$300

Paid
CK #1692

QOT
4/9/24



Play It Again Sports Hattiesburg
4400 Hardy Street
Suite A-12
Hattiesburg Mississippi 39402
p. 601-268-8941
f. 601-550-6095

Invoice

INV-001771

Balance Due
\$427.89

Bill To
Hattiesburg Dixie Boys Baseball
f.
p.
email: hburgdixieboys@yahoo.com

Invoice Date : 12 Mar 2024
Terms : Due on Receipt
Due Date : 12 Mar 2024

Line No.	Item & Description	Qty	Price	Amount
1	Champro 200d Leather Baseballs per dozen	10.00	39.99	399.90
Sub Total				399.90
Mississippi Sales Tax (7%)				27.99
Total				\$427.89
Balance Due				\$427.89

Notes

picked up at store by Chris Bedenbaugh on 03/12/24

Terms & Conditions

Thank you for choosing Play It Again Sports Hattiesburg.

Wyman Shows
Authorized Signature

Paid
CK #
1694
RTH
4/10/24

Bourne Brothers Printing Co., Inc.
5276 Old Hwy. 42
Hattiesburg, MS 39401
601-582-1808 Fax: 601-582-7004

orders@bournebrothers.com

Invoice

DATE	INVOICE NO.
4/16/2024	92228

BILL TO
Hattiesburg Optimist Club P.O. Box 16026 Hattiesburg MS 39404-6026 601-583-1006

SHIP TO

Like Us On Facebook!

***A 3% upcharge will be added to
ALL Credit Card Payments***

P.O. NO.	TERMS
	Net 30 Days

DESCRIPTION	QTY	RATE	AMOUNT
1 Ea of 2- 3x4 Roster Signs BB#186268	2	32.00	64.00T
1 Ea of 5- 4x8 Mesh Banners- World Series Signs BB#186047	5	165.00	825.00T
1- 4x8 Mesh Banner- Coke BB#186065		165.00	165.00T
State Sales Tax		7.00%	73.78
Paid CK # 1696 ROK 4/23/24			
Thank You For Choosing Bourne Brothers Printing For ALL Your Printing Needs!		Total	\$1,127.78

Refund
to
Elizabeth's club.

61 - 171
URG, MS
7 06503 001 2:54

UNSMETSSUF	9.98 T
SKT OP SNF	33.98 T
DE F	48.36 T
S BRF	33.98 T
KETF	11.48 T
LC	16.98 T
LC	6.98 T
CT	
9000	
99000	
080079	MM RANC
1980	48000
990338000	SAMEXBBQ
980320356	RSSUGFRE2 OF
604331	BROCCOLI
338064	PAM 2PK
933069	JALAPENOS
30296	PICNIC PACK
380414	HSY 30CT VTF
990001442	MM BEEF BASF
990001399	MM CHKN BASF
768350	SP RAINBOW F
0001144	YL RD TRT CF
297390	TAKIS HERO F
ST SV	BEEF N CHEE
	LAWRY'S SEA
	RAM
	393.72

27 95
42 57
*** 845 I 1

TH
ACC
EARNL 22000 57
NO SIGNATURE REQUIRE
CHA

Newbrisko \$155.00
\$576.67
0.00

SAVINGS THIS MONTH:

Savings: \$5.00

CK # 1689 Reimbursement

New! free shipping for Plus members.
Learn more: samsclub.com/freeshipping
Visit samsclub.com to see your savings

ITEMS SOLD 27

TC# 4118 8861 4939 6419 0707 2



*** MEMBER COPY ***

S A

5 €

12	13	14	15	16	17	18	11	12	13	14	15	16	17
19	20	21	22	23	24	25	18	19	20	21	22	23	24
26	27	28	29	30			25	26	27	28	29	30	

Walmart
Become a member
\$0 free 30-day trial

PINE BELT TROPHY and AWARDS

905 Hardy Street, Suite 104 • Hattiesburg, MS 39401

(601) 58-AWARD
Email: pinebelttrophy1@gmail.com

INVOICE

SOLD TO

Hattiesburg Dixie Boys

Chris

Date

5-20-24

TERMS

NET 10

Method of Payment

Salesman

[Signature]

Customer Order Number

QUANTITY

DESCRIPTION

UNIT PRICE

AMOUNT

20

Season Medals

\$8.25

170.00

20

Tournament Medals

\$9.15

183.00

2

6x8 Plaque

\$19.50

360.00

390.00

\$399.00

[Signature]

Paid
CK # 1707
GAT
5/28/24

SALES TAX

TOTAL

**STATEMENT**

CUSTOMER NO.	STATEMENT DATE
500206215	13 May 2024

RETURN SERVICE REQUESTED

OPTIMIST CLUB

PO Box 16026

HATTIESBURG MS 39404-6026

REMITTANCE ADVICE

STATEMENT DATE	CUSTOMER NO.
13 May 2024	500206215

Please return this portion of statement with payment and send to

REMIT TO:

Coca-Cola Bottling Company United

PO Box 105637

ATLANTA GA 30348-5637

AMOUNT REMITTED	\$
CHECK NO.	

INVOICE NO	INVOICE DATE	DUE DATE	REFERENCE NO.	AMOUNT DUE
Sold to A020- 500221457 HATTIESBURG OPTIMIST CLUB				
1700 E HARDY ST, HATTIESBURG MS 39401-2422				
40732738045	04/08/2024	05/08/2024		1582.53
40865838032	04/16/2024	05/16/2024		464.92
41123682032	05/02/2024	06/01/2024	BOGO	762.91
41192687085	05/07/2024	06/06/2024		282.48
SUBTOTAL				<u>3092.84</u>

INVOICE NO.	AMOUNT DUE
Sold to 500221457	
40732738045	1582.53
40865838032	464.92
41123682032	762.91
41192687085	282.48
SUBTOTAL	3092.84

Net30

TOTAL BALANCE

3092.84

PAST DUE

1582.53

BALANCE DUE

3092.84

Any questions or communications regarding this statement contact Customer Service:

**Play It Again Sports Hattiesburg**

4400 Hardy Street

Suite A-12

Hattiesburg Mississippi 39402

p. 601-268-8941

f. 601-550-6095

Invoice

INV-001840

Balance Due

\$1,013.95**Bill To****Hattiesburg Dixie Boys Baseball**

f.

p.

email: hburgdixieboys@yahoo.com

Invoice Date :

23 Apr 2024

Terms :

Due on Receipt

Due Date :

23 Apr 2024

P.O.# :

2024 Uniforms

Line No.	Item & Description	Qty	Price	Amount
1	Walt Massey Jerseys	16.00	23.36	373.76
2	Walt Massey Hats	18.00	23.36	420.48
3	Pine Belt Trophy Jerseys	14.00	23.36	327.04
4	Pine Belt Trophy Hats	14.00	23.36	327.04
5	Play it Again Sports Jerseys	16.00	23.36	373.76
6	Play it Again Sports Hats	16.00	23.36	373.76
7	Keiths Superstore Jerseys	14.00	23.36	327.04
8	Keiths Superstore Hats	14.00	23.36	327.04
9	Finlo Jerseys	23.00	39.00	897.00
10	Finlo Hats	25.00	24.25	606.25
11	Coca - Cola Jerseys	15.00	23.36	350.40
12	Coca - Cola Hats	15.00	23.36	350.40
13	Coca - Cola Visor	1.00	12.00	12.00
14	Batting Jackets	3.00	36.00	108.00
15	Play it Again Sports Deposit	1.00	-540.00	-540.00

Line No.	Item & Description	Qty	Price	Amount
16	Walt Massey Deposit	1.00	-450.00	-450.00
17	Keith's Superstore Deposit	1.00	-450.00	-450.00
18	Walt Massey Deposit - 4-29	1.00	-250.00	-250.00
19	Pine Belt Trophy Deposit - 4-29	1.00	-400.00	-400.00
20	PIAS Deposit 4-29	1.00	-120.00	-120.00
21	Keiths Deposit 4-29	1.00	-205.00	-205.00
22	Finio Deposit 4-29	1.00	-1,280.00	-1,280.00
23	Coaches Jackets Deposit 4-29	1.00	-115.56	-115.56
24	Coke Deposit	1.00	-510.00	-510.00
Sub Total				853.41
Mississippi Sales Tax (7%)				160.54
Total				\$1,013.95
Balance Due				\$1,013.95

Notes

Thank you for choosing Play It Again Sports Hattiesburg.

Terms & Conditions

Thank you for choosing Play It Again Sports Hattiesburg.



Wyman Shows
Authorized Signature

Paid
CK # 1700
RAT
5/13/24



Barry Hollingsworth

173 Scenic Dr. Hattiesburg, Ms. 39401

Invoice # 1966

Date: April 11, 2024

Bill To

Hattiesburg Dixie Boys Baseball
P.O. Box 16026, Hattiesburg, Ms. 39404
Phone: 601-307-1816

For

Glass for concession window

Item Description	Amount
Plastic Window Sheet 48"x96"	\$282.48
Moulding	\$7.28
Paint	\$10.24
Labor	\$325.00

Subtotal

\$625.00

Tax Rate

Other Costs

Total Cost

\$625.00

*Paid
CK # 1706
Reimbursement
to Chris Bedentash
League Director*

Russ Hendley

From: hburgdixieboys@yahoo.com
Sent: Tuesday, May 7, 2024 4:11 PM
To: Russ Hendley
Subject: Fw: Signs First: Your order has been built and is now ready for pick-up.

----- Forwarded Message -----

From: Signs First <brian@hubcitysignsfirst.com>
To: "hburgdixieboys@yahoo.com" <hburgdixieboys@yahoo.com>
Sent: Tuesday, May 7, 2024 at 10:45:32 AM CDT
Subject: Signs First: Your order has been built and is now ready for pick-up.

Dear CHRIS,

Your order is now ready for PICK-UP.

Your order (INV-88283) has been built for History Wall - Wrap

To review you order please visit: [Your Customer Portal Order](#)

Your balance at this time is \$ 2130.08,

This amount is due at the time of pick up. Please forward this invoice with Purchase Order or if your account is on Terms to your accounts payable at this time.

Our office is open Monday - Thursday 8:30 am to 5:30 pm and on Friday from 8:30 am and close at 4:30.

Thank you,
Brian Saffle

Signs First

Paid
CK # 1699
RNT
5/9/24

Bourne Brothers Printing Co., Inc.
5276 Old Hwy. 42
Hattiesburg, MS 39401
601-582-1808 Fax: 601-582-7004

orders@bournebrothers.com

Invoice

DATE	INVOICE NO.
4/5/2024	92133

BILL TO
Hattiesburg Optimist Club P.O. Box 16026 Hattiesburg MS 39404-6026 601-583-1006

SHIP TO

***A 3% upcharge will be added to
ALL Credit Card Payments***

Like Us On Facebook!

P.O. NO.	TERMS
	Net 30 Days

DESCRIPTION	QTY	RATE	AMOUNT
1 Ea of 4- 4x8 Mesh Banners First Bank, Arden Hospice, Bank First and Canes BB#185685	4	165.00	660.00T
State Sales Tax		7.00%	46.20
Paid CK #174 BHT 6/10/24			
Thank You For Choosing Bourne Brothers Printing For ALL Your Printing Needs!			Total \$706.20

**Play It Again Sports Hattiesburg**

4400 Hardy Street
Suite A-12
Hattiesburg Mississippi 39402
p. 601-268-8941
f. 601-550-6095

Invoice

INV-001910

Balance Due**\$127.24**

Bill To
Hattiesburg Dixie Boys Baseball

f.
p.
email: hburgdixieboys@yahoo.com

Invoice Date : 06 Jun 2024

Terms : Due on Receipt

Due Date : 06 Jun 2024

P.O.# : Baseballs

Line No.	Item & Description	Qty	Price	Amount
1	Wilson A1030	1.00	73.92	73.92
2	Champro 200D	1.00	45.00	45.00

Sub Total 118.92

Mississippi Sales Tax (7%) 8.32

Total \$127.24**Balance Due \$127.24****Notes**

Thank you for choosing Play It Again Sports Hattiesburg.

Terms & Conditions

Thank you for choosing Play It Again Sports Hattiesburg.

Handwritten:
Paid
CK # 1710
BA
6/10/24

and AWARDS

905 Hardy Street, Suite 104 • Hattiesburg, MS 39401

(601) 58-AWARD

Email: pinebelttrophy1@gmail.com

INVOICE

SOLD TO

Hattiesburg Dixie Days

Chris

Date 5-31-24	TERMS NET 10	Method of Payment	Salesman DM	Customer Order Number
QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT	
1	PXA11 / 4666K		\$181.00	
2	WDL-999-1	\$141.05	\$282.10	
1	WDL-999-D		\$135.05	
40	Large Dixie Model 1	\$9.15	\$366.00	
			\$964.15	
			964	
Thank you! Rec'd CK # 1715 7/11/24				



Bourne Brothers Printing, Inc.

5276 Old Highway 42

Hattiesburg, MS 39401-1205

(601) 582-1808 • Fax: (601) 582-7004

Statement

DATE

6/28/2024

TO:

Hattiesburg Noon-Day Optimist Club

Dixie Boys Baseball

Attn: Russ Henley/Chris Bedenbaugh

P.O. Box 16026

Hattiesburg, MS 39404

		AMOUNT DUE	AMOUNT ENC.		
		\$126.26			
DATE	TRANSACTION	AMOUNT	BALANCE		
06/12/2024	INV #92890. Orig. Amount \$51.36.	51.36	51.36		
06/28/2024	INV #93084. Orig. Amount \$74.90.	74.90	126.26		
Paid CK # 1713 RTH 7/5/24					
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
126.26	0.00	0.00	0.00	0.00	\$126.26

Thank You for Choosing Bourne Brothers for All Your Printing Needs!



Coca-Cola Bottling Company United, Inc.

STATEMENT

PO Box 105637
Atlanta GA 30348-5637
Toll Free # (844) 836-0631

Statement Date 06/30/2024
Customer No. 0500206215



93***3087*** ALL FOR AADC 365

OPTIMIST CLUB
PO BOX 16026
HATTIESBURG, MS 39404-6026

PLEASE SEE NEW
REMIT ADDRESS

Invoice Date	Invoice No.	Amount	Due Date	Balance
Store Number: HATTIESBURG OPTIMIST CLUB - 0500221457				
05/17/2024	41377149020	345.08	06/16/2024	345.08
05/28/2024	41519281008	211.33	06/27/2024	211.33
06/21/2024	41946598008	139.10-	06/21/2024	139.10-
SubTotal:	417.31			
Paid ck # 1714 RA 7/8/24				
TOTAL BALANCE				\$ 417.31

KNIGHT COACH, INC.
37 KIRKWOOD DRIVE
LAUREL, MS.39443
LAUREL (601) 426-2777 MERIDIAN (601) 485-0504 FAX (601) 426-2541

July 19, 2024

Hattiesburg Dixie Boys
Re: Beaufort, SC Trip
Attn: Chris Bedenbaugh

INVOICE
(# 071924-1)

Trip Date: July 25-31, 2024

Work Description: Hattiesburg, Ms. to Beaufort, SC. and return.

Number of buses: (1)-47 passenger bus

Total Amount Due: \$ 8,050.00

Thank you!

Paid
CA # 1716
RH
7/19/24

EPIC SPORTS

Baseball Soccer Football Closeouts

CHRIS BEDENBAUGH, Thank you for your order.

IMPORTANT: Please check that everything is correct below.

If you need to make changes, please put your order on hold immediately. Click 'Manage this order' button to hold, cancel or setup returns for this order.

[Manage this order](#)

Order Information

Billing:

CHRIS BEDENBAUGH
H'BURG DIXIE BOYS BASEBALL
401 S 21ST AVF
HATTIESBURG, MS 39401
Ph: 601-307-1816

Shipping:

CHRIS BEDENBAUGH
H'BURG DIXIE BOYS BASEBALL
401 S 21ST AVE
HATTIESBURG, MS 39401
Ph: 601-307-1816

Ship Via: Standard

Order Details

Order #: 7756375

Order Date: 6/30/2024 3:13 PM

Product	Unit Price	Qty	Price
Champro Triple Crown Pinstripe Baseball Pants Epic SKU: E106307 COLOR: GREY/BLACK PIN SIZE: AS	\$17.49	(11)	\$192.39
Champro Triple Crown Pinstripe Baseball Pants Epic SKU: E106307 COLOR: GREY/BLACK PIN SIZE: AM	\$17.49	(3)	\$52.47
Champro Triple Crown Pinstripe Baseball Pants Epic SKU: E106307 COLOR: GREY/BLACK PIN SIZE: AL	\$17.49	(2)	\$34.98
Champro Triple Crown Pinstripe Baseball Pants Epic SKU: E106307 COLOR: GREY/BLACK PIN SIZE: AXL	\$17.49	(1)	\$17.49
Champro Triple Crown Pinstripe Baseball Pants Epic SKU: E106307 COLOR: GREY/BLACK PIN SIZE: YXL	\$15.49	(4)	\$61.96

Subtotal: \$359.29

Standard (ETA 7/8/2024): \$13.79

7% Sales Tax: \$26.12

Order Total: \$399.20

Discover ending in 8415

By shopping with Epic Sports, you saved: \$294.90

NOTE: Please inspect your order when it arrives and contact us within 5 business days if anything is missing or damaged.

Need help? Please chat with us online or use our tools at [Customer Service](#)

• Monday through Friday: 8:00am - 5:00pm (CST)

One of our friendly product experts will be glad to help with any questions you might have concerning our products and services.

[Returns Policy](#)

[Continue Shopping](#)

SMS/Notifications

Are you in the know?

Stay even more connected by signing up for EPIC SPORTS text alerts. It's easy and at your fingertips!

Text EPIC to 56264 and receive:

Order Status Updates
Alerts
AND MORE!

The number of messages received per month will vary per transaction. Message & Data rates may apply.

To opt out, text STOP to 56264. Text HELP to 56264 for help or more info.



Play It Again Sports Hattiesburg

4400 Hardy Street
Suite A-12
Hattiesburg Mississippi 39402
p. 601-268-8941
f. 601-550-6095

PAYMENT RECEIPT

Payment Date **01 Aug 2024**

Reference Number

Payment Mode **Cash**

Amount Received
\$1,274.49

Bill To

Hattiesburg Dixie Boys Baseball

,

f.

p.

email: hburgdixieboys@yahoo.com

Payment for

Invoice Number	Invoice Date	Invoice Amount	Payment Amount
INV-001942	18 Jul 2024	\$1,274.49	\$1,274.49



INV-001942 PAID

INVOICE DETAILS

Invoice Date:
18 Jul 2024

Terms:
Due On Receipt

Due Date:
18 Jul 2024

P.O.#:
Justin Lowery 13u World Series

Show more ▶

ITEM DETAILS

Item	Amount
15 * \$30.00 Player Jerseys	\$450.00
14 * \$24.24 Player Hats	\$339.36
3 * \$45.00 Coach Cage Jackets	\$135.00
3 * \$22.25 Coach Hats	\$66.75
10 * \$20.00 Parent Hats	\$200.00
Sub Total	\$1,191.11
Mississippi Sales Tax (7%)	\$83.38
Total	\$1,274.49

Hide Item Details ▼



Play It Again Sports Hattiesburg

4400 Hardy Street
Suite A-12
Hattiesburg Mississippi 39402
p. 601-268-8941
f. 601-550-6095

PAYMENT RECEIPT

Payment Date **01 Aug 2024**

Reference Number

Payment Mode **Cash**

Amount Received
\$2,062.69

Bill To

Hattiesburg Dixie Boys Baseball

f.

p.

email: hburgdixieboys@yahoo.com

Payment for

Invoice Number	Invoice Date	Invoice Amount	Payment Amount
INV-001947	19 Jul 2024	\$2,062.69	\$2,062.69

Play it Again Sports Hattiesburg



INV-001947 PAID

INVOICE DETAILS

Invoice Date:
19 Jul 2024

Terms:
Due On Receipt

Due Date:
19 Jul 2024

P.O.#:
14u Chris B World Series Team

Show more ▶

ITEM DETAILS

Item	Amount
14 * \$20.00 A4 Jerseys	\$280.00
14 * \$38.00 Jerseys	\$532.00
15 * \$24.25 Player Hats	\$363.75
4 * \$42.00 Coach Cage Jackets	\$168.00
6 * \$22.25 Coach Hats	\$133.50
4 * \$12.00 Coach A4's	\$48.00
4 * \$20.00 Parent A4's	\$80.00
2 * \$22.25 Parent Hats	\$44.50
1 * \$38.00 Parent Jersey	\$38.00
12 * \$20.00 Parent Hat Order	\$240.00
Sub Total	\$1,927.75
Mississippi Sales Tax (7%)	\$134.94
Total	\$2,062.69

Hide Item Details ▼

\$5,243.00

Current balance

\$0.00

Last statement balance

Off

Automatic payments

\$1,135.20

Available credit

0

Marriott Bonvoy® Points

▼ Pending (2)

Pending charges \$2,621.80

Date	Description	Amount
Jul 31, 2024	SPRINGHILL SUITES BEAUFO	\$1,310.80
Jul 30, 2024	SPRINGHILL SUITES BEAUFO	\$1,311.00

Account activity

SHOWING Activity since last statement

Date	Description	Category	Amount
Jul 23, 2024	SPRINGHILL SUITES BEAU	Travel ▼	\$5,243.00

You've reached the end of your account activity.

\$ 7,864.80

Paid

LN

1220

or Nt

8/2/24

HATTIESBURG NOON-DAY OPTIMIST CLUB

BASEBALL ACCOUNT

PO BOX 16026 601-268-0299

HATTIESBURG, MS 39404-6026

01-00

1675

CHECK NUMBER

85-219/653
105

PAY
TO THE
ORDER OF

Sadie Insurance Company

\$ 1,138.24

DATE Dec. 19, 2023

Photo
Safe
Deposit

DOLLARS

One thousand one hundred thirty-eight dollars & 24/100

COMMUNITY BANK

CommunityBank.net

FOR 2024 League Insurance

[Signature]

⑈001675⑈ ⑆065302196⑆ 6001002278⑈

HATTIESBURG OPTIMIST CLUB

DBB BASEBALL

13 & 14

2024

INCOME:

City of Hattiesburg Sponsorship		\$15,000.00
Team Sponsorships		\$2,800.00
Outfield Signs		\$4,875.00
Player Registrations		\$5,125.00
Forrest County Board of Supervisors		\$2,500.00
Concessions Reg. Season and Tournaments		\$4,997.70
BPA Tournament		\$2,834.00
DBB Jr. State Tournament		\$1,066.25
All-Star Fundraising Events (Raffle and Banner Ads)		\$5,635.00
Host City Per Diem for stay		\$4,000.00
TOTAL INCOME		\$48,832.95

HATTIESBURG OPTIMIST CLUB DBB BASEBALL 13 & 14 2024
--

EXPENSES:

<i>Umpires and Scorekeepers</i>		\$7,240.00
DBB Franchise Fee		\$430.00
Play It Again Sports		\$5,002.56
Patches for Uniforms		\$175.00
Bourne Bros. Printing		\$2,107.90
Epic Sports Baseballs and Uniforms		\$868.54
DBB Umpire Assoc.		\$300.00
Sam's Club		\$964.10
Wal-Mart		\$275.82
Signs First		\$2,130.08
Coca-Cola		\$3,510.15
Hollingsworth Construction (Plexi Glass for Concessions)		\$625.00
Pine Belt Trophy		\$1,363.15
Knight Bus Company (Bus For All-Stars)		\$8,050.00
Spring Hill/Marriott (Hotels for All-Stars)		\$7,864.80
Sadler Insurance Company (League Insurance/All-Stars)		\$1,138.24
Hit A Double Sporting Goods (Uniforms)		\$270.26
T & C Restaurant Supply Co.		\$278.20
SUB TOTAL		\$42,593.80

MISCELLANEOUS EXPENSES:

Hattiesburg Optimist Club (Meal Money for All-Stars)		\$5,000.00
U. S Postage League Mail outs for Tryouts		\$48.84
DBB World Series Sponsorship Fee for 2025		\$5,000.00
Hattiesburg High Athletics Girls Softball Purchase of Product		\$812.00
DBB State Scholarship and Plaque		\$750.00
P. O. Box at Post Office Split fee with Club		\$116.00
SUB TOTAL		11,726.84
TOTAL EXPENSES		54,320.64

TOTAL INCOME	\$48,832.95
TOTAL EXPENSES	\$ 54,320.64
NET	(\$5,487.69)



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Sylvester London, Division Manager
cc:
Date: Tuesday, November 5, 2024
Re: Acknowledge receipt of the two-quote docket.
File Number: 2024-620
Minute Book #

Summary

Acknowledge receipt of the unadvertised bid docket for the period of August 24, 2024 through October 25, 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 August 24, 2024 through October 25, 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 November 5, 2024 City Council meeting for consideration.

SUCCESSFUL BID/ OTHER BID	PURCHASE ORDER	BID AMOUNT	ITEM DESCRIPTION
GREENPOINT AG HOLDINGS LLC	2500031	\$ 29,062.20	PERENNIAL BLEND TRUF TYPE RYEGRASS SEED/SLOW RELEASE FERTILIZER
SITE ONE		\$ 31,884.80	
HOMESTEAD DIRT WORKS & MULCHING LLC	2500060	\$ 5,250.00	CONCRETE RETAINING WALL
HUB CITY CONSTRUCTION		\$ 6,100.00	
DOLEAC ELECTRIC CO INC	2500065	\$ 34,500.00	DOWNTOWN STRING LIGHTS
LEGACY ELECTRIC		\$ 47,200.00	
FUTURE PRO INC	2500226	\$ 5,700.00	BASKETBALL GOALS
ANTHEM SPORTS		\$ 6,079.80	
SCHOOL OUTFITTERS		\$ 6,742.36	
PINEBELT STORM DRAIN SOLUTIONS LLC	2500441	\$ 6,300.00	DRAIN PIPE INSTALLATION-134 FAIR LAKE DRIVE
HOMESTEAD SERVICES LLC		\$ 12,015.00	

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2500031

ITEM PERENNIAL BLEND TURF TYPE RYEGRASS SEED/SLOW RELEASE FERTILIZER

BID #1

WINNING BID

COMPANY GREENPOINT AG HOLDINGS LLC

BID

AMOUNT \$29,062.20

BID #2

COMPANY SITE ONE

BID

AMOUNT \$31,884.80

BID #3

COMPANY _____

BID

AMOUNT _____

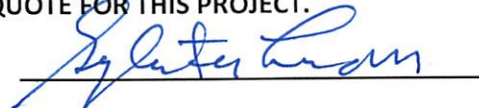
BID #4

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 2025

Page 1 of 1

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1008
139 Parkway Blvd.
Hattiesburg, MS 39401

Purchase Order Number **02500031**

Purchase Order Date **10/02/2024**

Department **PARKS & REC MAINT DIV**

FID 64-6000432

Vendor 47024
GREENPOINT AG HOLDINGS, LLC
121 SOMERVILLE RD NE
DECATUR, AL 35601

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	HATTIESBURG@GREENPOINTAG.COM	47024	2500038	Jessica Wright-Carter	

NOTES

FERTILIZER/2 QUOTE PENDING

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	RYEGRASS CHAMPION GQ TURF PERENNIAL 50LB NON-CERTI GL #: 002300 - 544000	340.0000	EACH	\$72.3000	\$24,582.00
2	PRO PROD 50% PCU, PREM, W/WOLF TRAX IRON GL #: 002300 - 544000	200.0000	EACH	\$22.4000	\$4,480.00
3	FREIGHT CHARGE GL #: 002300 - 612000	1.0000	EACH	\$80.0000	\$80.00

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 \$29,142.00

Purchase Order Total \$29,142.00

City Clerk



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

TO: GREENPOINT

FROM: CITY OF HATTIESBURG

RE: BID REQUEST

DATE: 9/5/24

This is a request to bid on the following:

1. Perennial blend turf type ryegrass seed for athletic fields at a quantity of 340 bags.

Total Price: \$ 24,582.00

2. Freight/Shipping to 101 Parkway Blvd Hattiesburg, Ms 39401

Total Price: \$ 80.00

3. Slow release fertilizer equal to 24-4-18 at a quantity of 5 tons.

Total Price: \$ 4,480.00

PLEASE RETURN THIS BID BY SEPTEMBER 12, 2024 TO SLONDON@HATTIESBURGMS.COM

Vendor Signature:

Kenan Wadsworth
Green Point Ag Poplarville, Ms
601 498-0750





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: SITE ONE

FROM: CITY OF HATTIESBURG

RE: BID REQUEST

DATE: 9/5/24

This is a request to bid on the following:

1. Perennial blend turf type ryegrass seed for athletic fields at a quantity of 340 bags.

Total Price: \$27,159.20

2. Freight/Shipping to 101 Parkway Blvd Hattiesburg, Ms 39401

Total Price: \$0.00 with Lift for unloading

3. Slow release fertilizer equal to 24-4-18 at a quantity of 5 tons.

Total Price: \$4,725.60

PLEASE RETURN THIS BID BY SEPTEMBER 12, 2024 TO SLONDON@HATTIESBURGMS.COM

Vendor Signature:

Glenn Lucas
Glenn Lucas

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2500060

ITEM CONCRETE RETAINING WALL

BID #1

WINNING BID

COMPANY HOMESTEAD DIRT WORKS & MULCHING LLC

BID

AMOUNT \$5,250.00

BID #2

COMPANY HUB CITY CONSTRUCTION

BID

AMOUNT \$6,100.00

BID #3

COMPANY _____

BID

AMOUNT _____

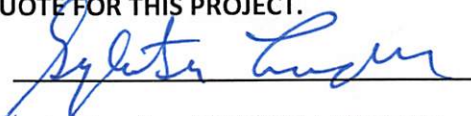
BID #4

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 2025 Page 1 of 1

Bill To 1001 Ship To 1014
City of Hattiesburg 212 West Front St
P.O. BOX 1898 Centennial Building
Hattiesburg, MS 39401 Hattiesburg, MS 39401

Purchase Order Number 02500060
Purchase Order Date 10/03/2024
Department ENGINEERING
Required By 10/03/2024

Vendor 3118
HOMESTEAD DIRT WORKS & MULCHING LLC
PO BOX 1552
HATTIESBURG, MS 39403

FID 64-6000432

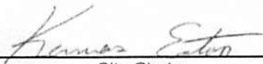
VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	HOMESTEADHATTIESBURG@YAH OO.COM	3118	2500075	Angela Donald	

NOTES

2 QUOTE FILE#2024-449 - CONCRETE RETAINING WALL

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	123 MAY AVE. CONCRETE RETAINING WALL -2 QUOTE PLEASE EMAIL INVOICE TO ADONALD@HATTIESBURGMS.COM GL #: 001206 - 721501	1.0000	EACH	\$5,250.0000	\$5,250.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.


City Clerk

Total Ext. Price \$5,250.00
Purchase Order Total \$5,250.00



Homestead Services. LLC

1552 PO Box
Hattiesburg, MS 39403 US
office@homesteadservices.net

Estimate

ADDRESS

City of Hattiesburg
123 May Avenue
Hattiesburg, MS

ESTIMATE 96
DATE 08/29/2024
EXPIRATION DATE 09/29/2024

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	Services	CONCRETE RETAINING WALL (pour in place) 123 May Avenue * Job to be completed 09/05/24, weather depending*	1	5,250.00	5,250.00
		Mobilization / Excavate and Compact Subgrade / Forming: 15' x 4' x 6" / 3500 PSI w. Fiber / Finishing / Site Cleanup & Demobilization			

*EXCLUSIONS- No permitting, design, engineering, testing- Price does not include: City/County fees, taxes, nor bonds- Any standby equipment & labor rates incurred to conditions not directly resulting from Homestead Dirt Works & Mulching/Homestead Services, LLC, will be billed at a standard daily rate

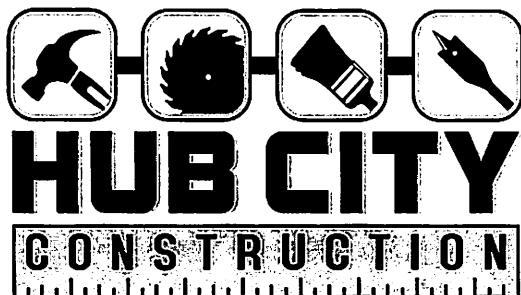
MSCOR# 24143-SC

SUBTOTAL	5,250.00
TAX	0.00
TOTAL	\$5,250.00

Accepted By

Accepted Date





Estimate

Date	Estimate #
8/29/2024	2500

City of Hattiesburg
For: 123 May Ave

Qty	Description	Total
	Retainer Wall: Build retainer wall that begins east of the existing storm drain inlet and extend 15' along the property (behind the existing gutter). The wall will be 4' in height and constructed of filled block with cap.	6,100.00
Total		\$6,100.00

**All Estimates Subject To Change Based On
Supply/Material Cost Fluctuation**

**Hub City Construction
607 Corinne Street - Suite C6
Hattiesburg, MS 39401**

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2500065

ITEM DOWNTOWN STRING LIGHTS

BID #1

WINNING BID

COMPANY DOLEAC ELECTRIC CO INC

BID

AMOUNT \$34,500.00

BID #2

COMPANY LEGACY ELECTRIC

BID

AMOUNT \$47,200.00

BID #3

COMPANY _____

BID

AMOUNT _____

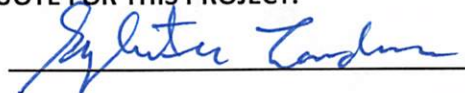
BID #4

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 2025 Page 1 of 1

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1005
200 Forrest St - 3rd Floor
Hattiesburg, MS 39401

Purchase Order Number 02500065
Purchase Order Date 10/03/2024
Department MAYOR ADMIN
Required By 10/11/2024

Vendor 2672
DOLEAC ELECTRIC CO INC
PO BOX 1936
HATTIESBURG, MS 39403-1936

FID 64-6000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	JEANH@DOLEAC.COM	2672	2500085	Brittany Vasser	

NOTES

TWO QUOTE - DOWNTOWN STRING LIGHTS

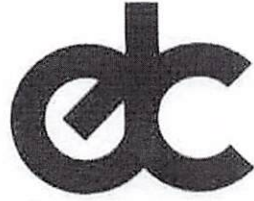
ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	DOWNTOWN STRING LIGHTING GL #: 001402 - 604900	1.0000	EACH	\$34,500.0000	\$34,500.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

City Clerk

Total Ext. Price \$34,500.00

Purchase Order Total \$34,500.00



doleac electric company, inc.

October 3, 2024

Ms. Brittany Vasser
Assistant to the Mayor
City of Hattiesburg, MS

RE: Downtown String Lighting

Doleac Electric Company, Inc. proposes to furnish all items of labor, material, equipment, and supervision required to perform the following scope of work:

- Furnish and install new clear led lamped string lighting. New string lighting will be installed in the same pattern as existing being removed and shall be installed at the following locations.
 - Forrest St -City Hall / Saenger
 - Pocket Museum Alley
 - East Front – Down the Hill Southbound / Hattiesburgers
 - Main St – Montague / Shemper Building

Total Proposed Budget Price: \$34,500.00

Thank you for the opportunity to work with you on this project.

Submitted by:
DOLEAC ELECTRIC COMPANY, INC.
MISSISSIPPI CERTIFICATE OF RESPONSIBILITY NO. 3826

Mark Doleac
Estimator



1120 finlo drive * p. o. box 1936 * hattiesburg, ms 39403 * (601) 544-2052 * fax (601) 582-4121
12503 dedeaux road * gulfport, ms 39503 * (228) 831-9777 * fax (228) 831-4003



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OCT 3 1954



October 1, 2024

City of Hattiesburg
Attn: Betsy Mercier

Re: Budget Estimate to Replace String Lights in Downtown Hattiesburg

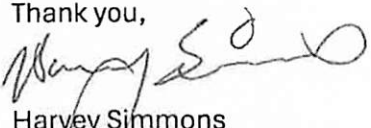
Please accept this as our budget estimate to replace the existing remote controlled, color changing LED string lights with new clear warm white LED string lights on Forrest Street, Main Street, East Front Street, and Pocket Museum Alley in Downtown Hattiesburg, MS.

TOTAL BUDGET ESTIMATE AMOUNT \$ 47,200.00

- *Estimate includes removal of existing string lights.
- *Estimate is based on work being performed during normal regular time work hours.
- *Estimate includes all applicable tax.
- *Proposed new LED string lights do not include remote control capabilities. Therefore, additional control capabilities may need to be added at an additional cost.
- *Estimate does not include traffic control. (If required, to be provided by the City of Hattiesburg)
- *Estimate Proposal is valid for 45 days.

If you have any questions or concerns, please call me at 601-596-5152.

Thank you,


Harvey Simmons
Division Manager - Commercial

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2500226

ITEM BASKETBALL GOALS

BID #1

WINNING BID

COMPANY FUTURE PRO INC

BID

AMOUNT \$5,700.00

BID #2

COMPANY ANTHEM SPORTS

BID

AMOUNT \$6,079.80

BID #3

COMPANY SCHOOL OUTFITTERS

BID

AMOUNT \$6,742.36

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 1000
200 Forrest St - 2nd Floor
Hattiesburg, MS 39401

Vendor 51014
FUTURE PRO INC
P O BOX 83261
LINCOLN, NE 68501-3261

Purchase Order

Fiscal Year 2025 Page 1 of 1

Purchase Order Number **02500226**
Purchase Order Date 10/11/2024
Department PARKS & REC ADMIN

FID 64-6000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	KEVIN@FUTUREPRONIC.COM	51014	2500263	Betsy Mercier	

NOTES

BASKETBALL GOALS TWO QUOTE

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	PLAYTIME MOLDED GRAPHITE ELEMENTARY BASKETBALL STANDARD GL #: 002315 - 551000	4.0000	EACH	\$1,425.0000	\$5,700.00
2	FREIGHT GL #: 002315 - 551000	1.0000	EACH	\$125.0000	\$125.00
3	SHIPPING GL #: 002315 - 551000	1.0000	EACH	\$875.0000	\$875.00

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 \$6,700.00

Purchase Order Total \$6,700.00

City Clerk

Future Pro, Inc
Box 486, 200 N Main Street
Inman, KS 67546 US
800-328-4625
kevin@futureproinc.com
www.futureproinc.com



Quote

ADDRESS

Betsy Mercier
Hattiesburg, MS 39403

SHIP TO

Betsy Mercier
Hattiesburg, MS 39403
601-325-0350

QUOTE #	DATE	EXPIRATION DATE
23318	10/09/2024	11/09/2024

SHIP VIA
ABF freight

E-MAIL ADDRESS
bmercier@hattiesburgms.com

QUOTE REQUEST NUMBER
3154

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
BA803	Playtime Molded Graphite Elementary Basketball Standard	4	1,425.00	5,700.00
Freight	Lift Gate to Lower Bases to The Ground.	1	125.00	125.00

This quote is subject to Future Pro's Standard Terms and Conditions and is valid for the quantities and items listed. Reduction in quantities or removal of items will require a revised quote with possible increase in some or all pricing, and freight costs. Prices and freight quote are based on acceptance on/before thirty days from date of this quote.

Unless specifically included in writing, additional delivery services such as, but not limited to Inside (\$120 minimum), Date Request (\$75), Residential (\$50), Limited Access (\$50), Lift Gate (\$125), and Call Ahead (\$50) are an additional charge.

SUBTOTAL	5,825.00
TAX (7.25%)	0.00
SHIPPING	875.00
TOTAL	\$6,700.00

Accepted By

Accepted Date



Please remit payment through our Link:

<https://tinyurl.com/4vcf87ev>

Or mail to:

Future Pro Inc

PO Box 83261

Lincoln, NE 68501



Anthem Sports, LLC
2 Extrusion Drive
Pawcatuck CT 06379

Phone	Fax
800-688-6709	860-599-8448
www.anthem-sports.com	

Quote

Date	Quote #
10/11/24	82703

Quote for:
City of Hattiesburg Accounts Payable 300 N 12th Ave Hattiesburg, MS 39401

Ship To
City of Hattiesburg Attn: Betsy Mercier 300 N 12th Ave Hattiesburg, MS 39401 US 601-545-4501

P.O. No.	Terms	Qt. CSR
	Net 30	CS

Anthem Part #	Description	Qty	U/M	Price	Total
A55-259 1	Bison Playtime Elementary Portable Basketball Hoop Shipping & Handling Sales Tax	4	ea	1,519.95 1,048.39 0.00	6,079.80T 1,048.39T 0.00

Total	\$7,128.19
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**Quote is valid for 30 days unless otherwise specified.
Our manufactures are increasing prices regularly.**

**Due to supply chain delays estimated lead times
are also subject to change.**

Return Policy: You may return any new or unused items in original packaging for a refund within 30 days.
Email info@anthem-sports.com or visit www.anthem-sports.com/EasyReturns for details and exclusions.



www.schooloutfitters.com

PO Box 779193

Chicago IL 60677-9193

[View Quote & Buy Online](#)

**Need
help with
your order?**

Todd Gray
Phone: 855-619-7750
Fax: 855-619-7751
todd.gray@schooloutfitters.com

Item Details



Bison Sports

Playtime Elementary Portable/ Adjustable Basketball System

Bison's Playtime Elementary Portable/Adjustable Basketball System is perfect for elementary school athletes because it's safe, durable and low enough for easy play. Use the telescoping frame to set the hoop at the right height for your students. The molded graphite backboard and fixed steel rim are sturdy enough for grade-school use. The built-in ballast keeps the hoop from tipping during play, and thick padding on the frame helps prevent injuries. Rubber trim on the base protects your gym floors from damage. Its casters make it easy to wheel the hoop in and out of storage. Not intended for aggressive competitive play. Pay-To-Play Facilities: Unless explicitly agreed upon in writing, Bison products do not carry a warranty, except for instances of unmistakable manufacturing defects when utilized in facilities where players pay an individual or group fee to use Bison equipment.

Specifications

Product Weight (Lbs):	330
Assembly:	Installation required
Backboard Size:	48" W x 36" H
Backboard Style:	Molded graphite backboard
Goal Style:	Steel fixed rim
Other Info:	Thick padding covers the frame to protect players Telescoping system provides easy, tool-free height adjustment Not intended for aggressive competitive play
Play Height:	6 1/2' - 8' (adjustable)
Storage Dimensions:	48" W x 48" L x 84" H
Warranties:	10-year limited: does not apply to pay-to-play facilities.

Item	SKU#	Description	Qty.	List	% Off	Price Per Item (including options)	Total Price
①	BIS-BA803	<u>Playtime Elementary Portable/ Adjustable Basketball System</u>	4	\$1,820.00	7%	\$1,685.59	\$6,742.36



www.schooloutfitters.com
PO Box 779193
Chicago IL 60677-9193

**Need
help with
your quote?**

Todd Gray
Phone: 855-619-7750
Fax: 855-619-7751
todd.gray@schooloutfitters.com

Your Quote:

#QUO11501193

Valid until: 11/09/2024 ☒

[View Quote & Buy Online](#)

Bill to:

City of Hattiesburg

Betsy Mercier
300 North Ave
HATTIESBURG MS 39401 USA

Phone: 1 (601) 545-4624
Fax: N/A
Email: bmercier@hattiesburgms.com

Ship to:

City of Hattiesburg

Betsy Mercier
300 North Ave
HATTIESBURG MS 39401 USA

Phone: 1 (601) 545-4624
Fax: N/A
Email: bmercier@hattiesburgms.com

Item	SKU#	Description	Qty.	List	% Off	Price Per Item (including options)	Total Price
①	BIS-BA803	<u>Playtime Elementary Portable/ Adjustable Basketball System</u>	4	\$1,820.00	7%	\$1,685.59	\$6,742.36
							
		Estimated Delivery:					
		• 23 business days after order confirmation					

Shipping & Handling Breakdown

Items Shipping From:	Shipping Via:	Service(s) Included:		
Bison Sports	ABF FREIGHT SYSTEM		Product SubTotal:	\$6,742.36
			Shipping & Handling:	\$916.97
			Sales Tax:	536.15
			Grand Total:	\$8,195.48

Important Shipping Information

Shipping is tail gate, requiring customer to unload from truck. Lift gate and inside delivery are available for additional charges.

Please remember to inspect your order at the time of delivery. Do not throw away any of the original packaging until inspection is completed. Any missing parts or damages must be reported to customer service at 1-866-619-1776 within 5 business days of delivery.

All quotations are for tailgate delivery, F.O.B. factory, unless otherwise noted.

Sales Representative Comments

TAILGATE Shipping is tail gate—customer unloads.

Thank you for the opportunity to earn your business.

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2500441

ITEM DRAIN PIPE INSTALLATION-134 FAIR LAKE DRIVE

BID #1

WINNING BID

COMPANY PINEBELT STORM DRAIN SOLUTIONS,LLC

BID

AMOUNT \$6,300.00

BID #2

COMPANY HOMESTEAD SERVICES,LLC

BID

AMOUNT \$12,015.00

BID #3

COMPANY _____

BID

AMOUNT _____

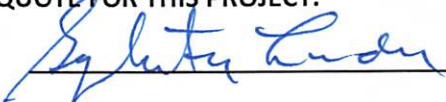
BID #4

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 2025

Page 1 of 1

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1000
200 Forrest St - 2nd Floor
Hattiesburg, MS 39401

Purchase Order Number **02500441**
Purchase Order Date **10/24/2024**
Department **CITY COUNCIL**

FID 64-6000432

Vendor 50520
PINEBELT STORM DRAIN SOLUTIONS, LLC
102 LAKELAND DRIVE
HATTIESBURG, MS 39402-9231

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	DTHRONSON@YMAIL.COM	50520	2500519	Archie Brewton	

NOTES

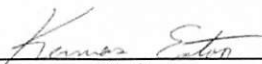
TWO QUOTE/DRAIN PIPE INSTALLATION-134 FAIR LAKE DR

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	TWO QUOTE/DRAIN PIPE INSTALLATION- 134 FAIR LAKE DRIVE GL #: 001206 - 636000	1.0000	EACH	\$6,300.0000	\$6,300.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price \$6,300.00

Purchase Order Total **\$6,300.00**



City Clerk

001206-C 320

PineBelt Storm Drain Solutions

102 Lakeland Dr
Hattiesburg, MS 39402 US
dthronson@ymail.com

Estimate

ADDRESS
City of Hattiesburg

ESTIMATE 1025
DATE 10/07/2024

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
		SITE 1 134 FAIR LAKE DRIVE			
	Services	12 in CPP	120	40.00	4,800.00
	Services	PIPE COLLARS	2	750.00	1,500.00
		All materials included turn key			
		SUBTOTAL			6,300.00
		TAX			0.00
		TOTAL			\$6,300.00

Accepted By

Accepted Date



ESTIMATE

Homestead Services, LLC
1552 PO Box
Hattiesburg, MS 39403

office@homesteadservices.net
+1 (601) 297-0844



Bill to
City of Hattiesburg

Ship to
City of Hattiesburg

Estimate details

Estimate no.: 117
Estimate date: 09/23/2024
Expiration date: 10/23/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Services	134 FAIR LAKE - DRAIN PIPE INSTALL x 155' (est.) Mobilization / Excavate & Install 12" CPP (connect to ext. drain basin) / Concrete Grout All Flow Ends / Grade Area to Smooth / Spread Grass Seed & Hay Mulch / Site Cleanup & Demobilization	1	\$12,015.00	\$12,015.00

Total

\$12,015.00

Note to customer

*EXCLUSIONS- No permitting, design, engineering, testing- Price does not include: City/County fees, taxes, nor bonds- Any standby equipment & labor rates incurred to conditions not directly resulting from Homestead Dirt Works & Mulching/Homestead Services, LLC, will be billed at a standard daily rate

MSCOR# 24143-SC

Expiry
date

10/23/2024

Accepted date

Accepted by



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, November 5, 2024
Re: Acknowledge Solid Waste Revenues and Expenditures for the fiscal year ending September 30, 2024, and authorize publication of the same.
File Number: 2024-621
Minute Book #

Summary

Acknowledge Solid Waste Revenues and Expenditure for the fiscal year ending September 30, 2024.

Recommendation Statement

I recommend approval of this item.

Please place this on the November 5, 2024 City Council meeting for consideration.

CITY OF HATTIESBURG, MISSISSIPPI
Report of Solid Waste Revenues & Expenditures - Cash Basis
Fiscal Year Ending September 30, 2024
(Pursuant to Ms. Code Section 17-17-348)

Revenues:

Solid Waste Collection and Disposal User Charges Collected	\$2,447,662
Solid Waste Franchise revenues	167,919
Solid Waste Grant	0
FEMA reimbursement - tornado debris removal	0
Millage Supplement	1,402,629
Total Revenues	<u>\$4,018,210</u>

Expenditures:

Personnel:	
Wages	1,043,572
State Retirement	182,747
FICA Taxes	78,018
Hospital Insurance	199,313
Workers Comp/Unemployment Taxes	60,845
Total Personnel	1,564,495
Supplies:	
Fuel & Lubricants	230,551
Motor Vehicle Repair Parts	238,638
Chemicals	19,855
Hand Tools	0
Other Operating Supplies	60,789
Total Supplies	549,833
Other Services & Charges:	
Tipping Fees	987,672
Recycling Fees	179,800
Motor Vehicle Repairs (Outside Labor)	328,204
Uniform Rent	17,817
Tow-In Charges	4,900
Tornado clean-up Assistance	0
Other Services & Charges	150,488
Total Other Services & Charges	1,668,882
Debt service on trucks	0
Capital Outlays	235,000
Total Expenditures	<u>\$4,018,210</u>

The City has contracted with the following companies/governmental entities for garbage disposal and recycling services for the Fiscal Year ended September 30, 2024:

Pinebelt Regional Solid Waste Authority P.O. Box 389 Petal Ms. 39465-0389	\$ 421,630
Waste Management of South Mississippi 133 Gravel Pit Road Hattiesburg, Ms. 39402	\$ 71,050
98 Waste LLC 406 Hemphill St Hattiesburg, MS 39401	\$ 388,011
Complete Environmental & Remediation 37 David Swan Lane Purvis, MS 39475	\$ 14,034
Republic Services, Inc. PO Box 9001099 Louisville, KY 40290	\$ 272,747



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Marybeth Bergin, Director of Transportation and Engineering
cc:
Date: Tuesday, November 5, 2024
Re: Authorize publication of Notice of Public Hearing regarding the City of Hattiesburg MS4 Stormwater Management Program.
File Number: 2024-627
Minute Book #

Summary

Recommendation Statement

Please place this on the November 5, 2024 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones, Chief Administrative Officer
cc:
Date: Tuesday, November 5, 2024
Re: Authorize publication of advertisement for bids for the construction of Fire Station #2(FEMA DR 4295 PW#11) upon completion of plans and specifications.
File Number: 2024-638
Minute Book #

Summary

Authorize publication of advertisement for bids for the construction of Fire Station #2 upon completion of plans and specifications.

Recommendation Statement

I recommend that this item be authorized for advertisement.

Please place this on the November 5, 2024 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Marybeth Bergin, Director of Transportation and Engineering
cc:
Date: Tuesday, November 5, 2024
Re: Approve Plans and Specifications for the Sims Road Boat Ramp Improvements Project and authorize advertisement for bids for same.
File Number: 2024-642
Minute Book #

Summary

Approve Plans and Specifications for the Sims Road Boat Ramp Improvements Project and authorize advertisement for bids for same.

Recommendation Statement

I recommend approval of this item.

Please place this on the November 5, 2024 City Council meeting for consideration.

SIMS ROAD BOAT RAMP IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY

MAYOR

TOBY BARKER

CHIEF ADMIN OFFICER

ANN JONES

ENGINEERING DIRECTOR

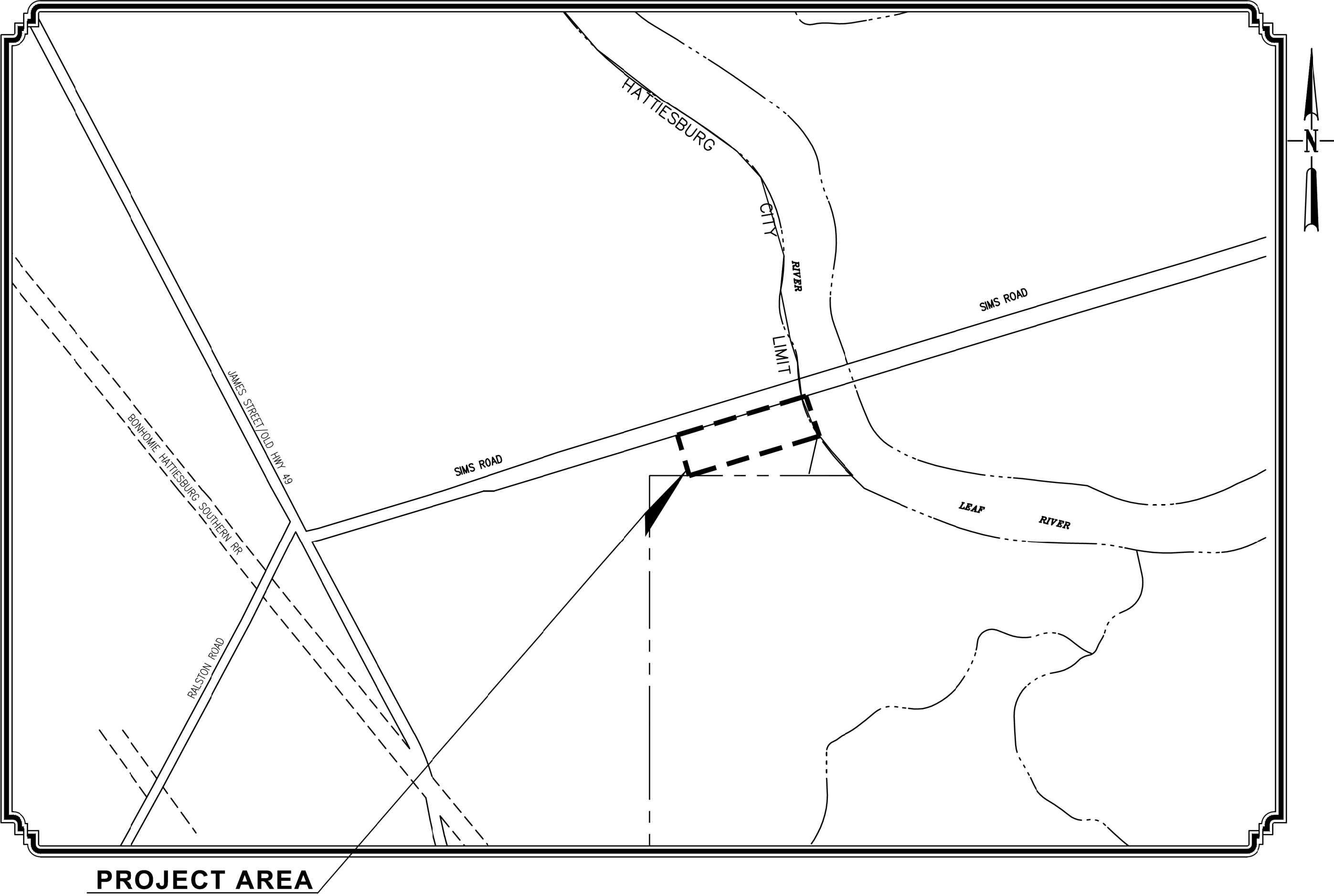
MARYBETH BERGIN, P.E.

COUNCIL MEMBERS

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

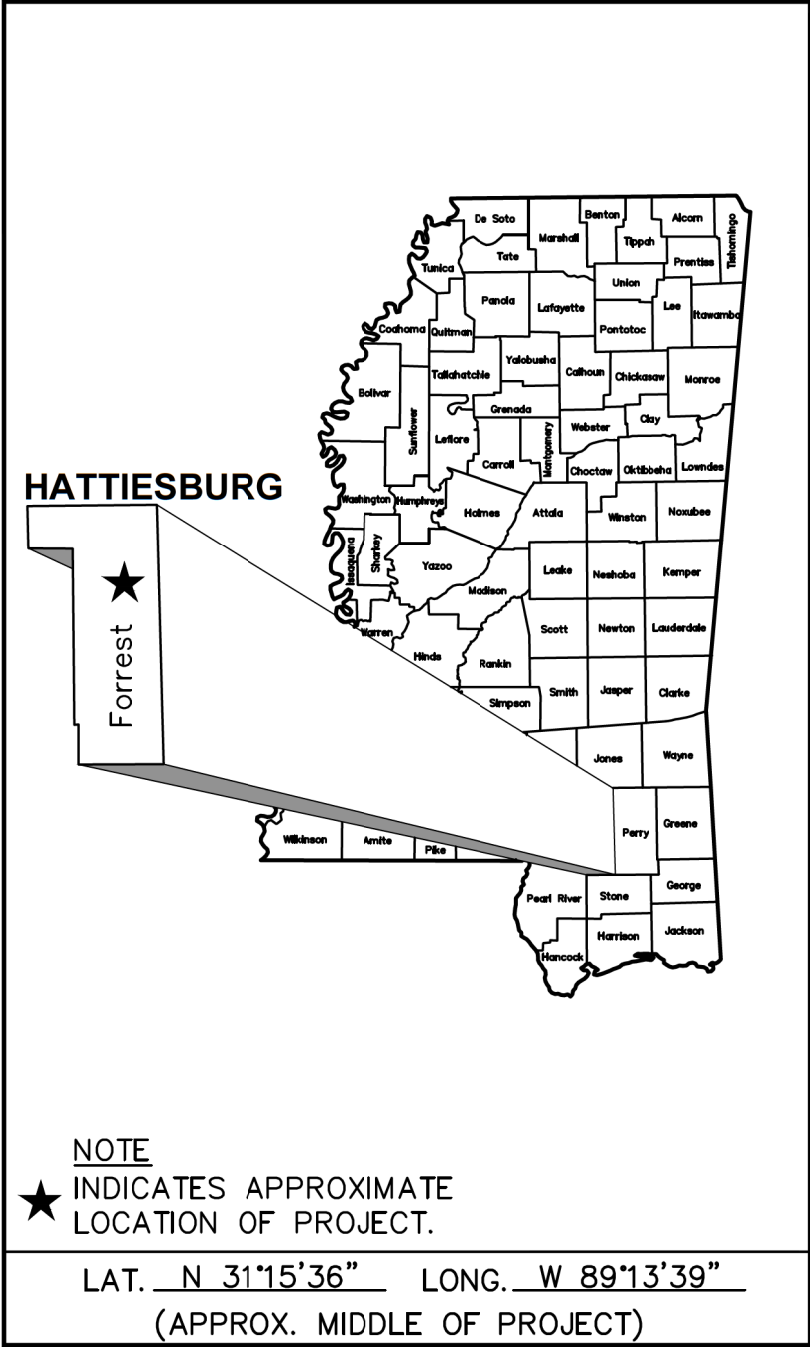
UTILITIES

CITY OF HATTIESBURG	- (601) 545-4530
MISSISSIPPI POWER	- (601) 426-4800
AT&T	- (601) 310-0704
SPIRE GAS	- (601) 549-9071
XFINITY (COMCAST)	- (601) 874-1213
CSPIRE	- (601) 624-4026



PROJECT AREA

VICINITY MAP
PROJECT LOCATION



PREPARED BY :
NEEL-SCHAFER
Solutions you can build upon



GEOFFREY P. CROSBY
MISSISSIPPI LICENSE NO. 19984

GENERAL NOTES

1. EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCTION.

2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS, APRONS, SIDEWALK, IRRIGATION, ETC. FROM DAMAGE WHICH MIGHT OCCUR DURING CONSTRUCTION. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.

3. THE CONTRACTOR SHALL AVOID DAMAGING TREES AND SHRUBBERY UNLESS NOTED IN THE PLANS TO BE REMOVED. ALL DAMAGED PLANT MATERIAL NOT NOTED TO BE REMOVED SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

4. IMPROVEMENTS SHOWN ON THESE PLANS ARE IN APPROXIMATE LOCATIONS. ALL IMPROVEMENTS SHALL BE FIELD LOCATED BY THE CONTRACTOR WITH FIELD STAKED LOCATIONS APPROVED BY THE ENGINEER TO VERIFY PROPER PLACEMENT, ETC. THE CONTRACTOR SHALL FIELD STAKE PROPOSED IMPROVEMENT LOCATIONS A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO REVIEW BY THE ENGINEER.

5. ALL SIGNS AND TRAFFIC CONTROL DEVICES USED ON THIS PROJECT SHALL COMPLY WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).

6. WORK ON STRUCTURES FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PLACE WHAT BRACING, SHORING, OR GROUND SUPPORT SYSTEMS THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT PERSONS WORKING NEAR THE EXCAVATION.

7. UNDERGROUND, DRILLED OR JACKED CONDUIT SHALL BE INSTALLED AT A MINIMUM DEPTH OF THREE FEET UNLESS OTHERWISE DIRECTED BY THE ENGINEER. TRENCHED CONDUIT SHALL BE INSTALLED AT A MINIMUM DEPTH OF THREE FEET UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

8. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING GRADES AND MAKING ADJUSTMENTS AS NECESSARY WITH THE APPROVAL OF THE PROJECT ENGINEER.

9. THE CONTRACTOR SHALL COORDINATE WITH THE RESPECTIVE UTILITY COMPANIES FOR LOCATION OF EXISTING POWER, TELEPHONE, AND CABLE TV UTILITIES. DEPTH OF UNDERGROUND UTILITIES IS NOT KNOWN. THE CONTRACTOR IS REQUIRED TO DO TEST EXCAVATIONS IN AREAS WITH POTENTIAL CONFLICTS TO DETERMINE DEPTH OF UNDERGROUND UTILITIES.

10. ALL TREE ROOTS LARGER THAN ONE-INCH IN DIAMETER ARE TO BE CUT CLEANLY. EXPOSED ROOTS SHALL BE COVERED AT THE END OF THE WORK DAY USING TECHNIQUES SUCH AS COVERING WITH SOIL, MULCH OR WET BURLAP. NO EQUIPMENT, VEHICLES OR MATERIALS SHALL BE OPERATED OR STORED WITHIN THE DRIP LINE OF EXISTING TREES. NO CLEAN-OUT AREAS WILL BE ALLOWED WITHIN THE DRIPLINE SO THAT THE MATERIAL WILL NOT BE IN OR MIGRATE TO THE ROOT ZONE. NO GRADE CHANGE MORE THAN 3" IS ALLOWED WITHIN THE ROOT PROTECTION ZONE. ANY PRUNING OF EXISTING VEGETATION SHALL RECEIVE APPROVAL FROM THE PROJECT ENGINEER. ROOTS OR BRANCHES IN CONFLICT WITH CONSTRUCTION SHALL BE CUT CLEANLY ACCORDING TO PROPER PRUNING METHODS. NO WIRES, NAILS OR OTHER MATERIALS MAY BE ATTACHED TO PROTECTED TREES.

11. ANY AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED BY THE CONTRACTOR (TO INCLUDE GRASSING AND SITE GRADING) AS DIRECTED BY THE ENGINEER. THIS INCLUDES AREAS DAMAGED OR DISTURBED BY THE CONTRACTOR'S VEHICLES OR EQUIPMENT OUTSIDE OF THE PROJECT AREA. CONTRACTOR SHALL PROVIDE TEMPORARY EROSION CONTROL FOR DISTURBED AREAS UNTIL THEY HAVE BEEN GRASSED AND GROWTH ESTABLISHED (COST ABSORBED).

12. APPROXIMATE LOCATIONS OF LIGHTING ASSEMBLIES, IRRIGATION CONTROLLERS, SPRINKLER HEADS, VALVES, HOSEBIBS, RECEPTACLES, ELECTRICAL & CONTROL PANELS, BRICK, LANDSCAPING, ETC. ARE SHOWN ON THE DRAWINGS. EXACT INSTALLATION LOCATION OF IMPROVEMENTS SHALL BE STAKED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER PRIOR TO THE CONSTRUCTION OF THE IMPROVEMENTS.

13. CONTRACTOR IS RESPONSIBLE FOR HAVING UTILITIES LOCATED PRIOR TO ANY DIGGING OR EXCAVATION ACTIVITIES. CONTRACTORS SHALL MAKE EVERY EFFORT TO PROTECT EACH PRIVATE UTILITY ENCOUNTERED AND COORDINATE ADJUSTMENTS AND/OR UTILITY RELOCATIONS WITH UTILITY OWNERS. ANY DAMAGES TO UTILITIES SHALL BE REPLACED/REPAIRED AT THE CONTRACTORS EXPENSE.

14. ALL IMPROVEMENTS DESIGNATED WITHIN THE PROJECT SITE INCLUDING, BUT NOT LIMITED TO: DRAINAGE PIPE, CONCRETE, UNDERGROUND/ABOVE GROUND UTILITIES, PAVEMENT, & DEBRIS SHALL BE REMOVED FROM THE PROJECT SITE AND PROPERLY DISPOSED, UNLESS DIRECTED OTHERWISE BY THE OWNER OR INDICATED TO BE SALVAGED.

15. ALL CONNECTIONS TO EXISTING UTILITIES AND ALL UTILITY INSTALLATIONS SHALL BE IN COMPLIANCE WITH REQUIREMENTS OF APPROPRIATE JURISDICTIONAL AGENCIES.
16. IF IT IS NECESSARY TO HOLD ANY UTILITY POLES, THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY. ANY FEE OR CHARGE FOR THIS SERVICE SHALL BE COST ABSORBED BY THE CONTRACTOR.

17. THE CONTRACTOR SHALL VERIFY MATERIAL OF ALL EXISTING UTILITIES DESIGNATED FOR REMOVAL, REPLACEMENT, OR CONNECTION TO.

18. FILL, BACKFILL, AND EXISTING GRANULAR MATERIAL UNDER OR DIRECTLY ADJACENT TO IMPROVEMENTS (OTHER THAN LANDSCAPING AND GRASSING) SHALL BE COMPACTED TO 95% PROCTER PER ASTM D1557.

19. SIDEWALK, CROSS WALKS, CURB RAMPS, AND ALL OTHER ELEMENTS OF CONSTRUCTION SHALL BE ADA COMPLIANT IN ALL INSTANCES. IF SLOPES OF SIDEWALKS OR SHARED USE PATHS EXCEED 2%, THEY SHALL BE REPLACED BY THE CONTRACTOR AT THEIR OWN EXPENSE.

20. EXCEPT AS NOTED BELOW, CONTRACTOR SHALL REMOVE FROM THE SITE AND SATISFACTORILY DISPOSE OF ALL TREES, SHRUBS, STUMPS, ROOTS, BRUSH, MASONRY, RUBBISH, SCRAP, DEBRIS, AND OTHER MISCELLANEOUS STRUCTURES NOT COVERED UNDER OTHER SECTIONS AS SHOWN, SPECIFIED OR OTHERWISE REQUIRED TO PERMIT CONSTRUCTION OF THE NEW WORK.

21. TREES, STUMPS AND OTHER CLEARED AND GRUBBED MATERIAL MAY NOT BE DISPOSED OF ON SITE.

22. BURNING WILL NOT BE ALLOWED ON SITE.

23. ALL BURNING OFF THE SITE SHALL BE IN COMPLETE ACCORDANCE WITH RULES AND REGULATIONS OF LOCAL AUTHORITIES HAVING JURISDICTION.

24. CONTRACTOR SHALL CONTROL AIR POLLUTION CAUSED BY DUST AND DIRT, AND COMPLY WITH GOVERNING REGULATIONS.

25. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN ANY AND ALL MARKINGS AS NEEDED TO PROTECT EXISTING UTILITIES. ANY DAMAGE OR INTERRUPTION OF SERVICE CAUSED BY THE CONTRACTOR'S NEGLIGENCE SHALL BE REPORTED IMMEDIATELY TO THE APPROPRIATE UTILITY COMPANY AND SHALL BE REPAIRED AND SERVICE RESTORED IN FULL COOPERATION WITH THE UTILITY COMPANY AT THE CONTRACTOR'S EXPENSE.

26. ALL TREES ARE TO REMAIN UNLESS OTHERWISE NOTED.

27. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION, PROTECTION, AND RELOCATION OF BENCHMARKS DURING CONSTRUCTION. NO ADDITIONAL PAYMENT WILL BE MADE FOR THE RELOCATION OF BENCHMARKS.

28. THE MINIMUM DESIGN CRITERIA CAN BE FOUND IN THE THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, CURRENT EDITION (AS AMENDED), AND THE PROWAG (DRAFT 2011).

29. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL STAKE THE PROPOSED ALIGNMENT OF THE SIDEWALK AND BOAT RAMP FOR THE ENGINEER AND OWNER TO REVIEW.

30. CONTRACTOR TO NOTIFY ENGINEER AT A MIN. 48 HOURS NOTICE OF ANY LANE CLOSURES, ROAD CLOSURES, LANE SHIFTS, ETC.

31. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THROUGH AND LOCAL TRAFFIC IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.

32. ALL DRAINAGE STRUCTURES SHALL BE CAST-IN-PLACE.

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NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		SIMS ROAD BOAT RAMP IMPROVEMENTS CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY			GENERAL NOTES	
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					QA/QC:	DATE:				

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SUMMARY OF QUANTITIES - BASE BID			
PAY ITEM NO.	PAY ITEM	UNIT	PLAN QUANTITIES
201-B	CLEARING AND GRUBBING	ACRE	1.5
202-B	REMOVAL OF ASPHALT	SQ. YD.	65
202-B	REMOVAL OF CONCRETE BOAT RAMP, ALL DEPTHS	SQ. YD.	115
203-EX	BORROW EXCAVATION, AH, FME, CLASS B9	CU. YD.	1500
203-G	EXCESS EXCAVATION, FM, AH	CU. YD.	5500
209-A	GEOTEXTILE STABILIZATION, TYPE VI, NON-WOVEN	SQ. YD.	2200
211-B	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	CU. YD.	2000
212-B	STANDARD GROUND PREPARATION	SQ. YD.	2050
213-A	AGRICULTURAL LIMESTONE	TON	0.25
213-B	COMBINATOIN FERTILIZER, 13-13-13	TON	0.15
214-A	SEEDING, CENTIPEDE	ACRE	0.5
216-B	SOLID SODDING, CENTIPEDE	SQ. YD.	5150
219-A	WATERING	KGAL	150
223-A	MOWING	ACRE	2
234-A	TEMPORARY SILT FENCE	LIN. FOOT	1250
234-F	TURBIDITY BARRIER	LIN. FOOT	175
237-A	WATTLES, 20"	LIN. FOOT	210
907-242-PP	INSTALLATION OF HANDRAILS	LIN. FOOT	55
246-A	SANDBAGS	LIN. FOOT	210
249-A	RIPRAP FOR EROSION CONTROL	TON	400
304-G	SIZE 610 CRUSHED STONE BASE, AEA	CY	300
501-A	6" REINFORCED CEMENT CONCRETE PAVEMENT, GROOVED FINISH (RAMP)	SQ. YD.	360
907-501-PP	6" REINFORCED CEMENT CONCRETE PAVEMENT, GROOVED FINISH (PUSH SLAB)	SQ. YD.	35
601-B	CLASS B STRUCTURAL CONCRETE, MINOR STRUCTURES	CU. YD.	2
602-A	REINFORCING STEEL	LB	4000
603-CA	18" REINFORCED CONCRETE PIPE, CLASS III	LIN. FOOT	88
604-A	CASTINGS	LB	232
604-B	GRATINGS	LB	284
607- B	48" TYPE A CHAIN LINK FENCE, BLACK VINYL	LIN. FOOT	625
608-B	CONCRETE SIDEWALK, WITH REINFORCEMENT	SQ. YD.	732
609-B	CONCRETE CURB, HEADER	LIN. FOOT	440
618-A	MAINTENANCE OF TRAFFIC	LUMP SUM	1
620-A	MOBILIZATION	LUMP SUM	1
630-A	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	SF	28
630-B	STEEL U-SECTION POSTS, 3.0 LB/FT	LF	32
637-A	PULL BOX ENCLOSURE, TYPE 2	EACH	1
637-C	TRAFFIC SIGNAL CONDUIT, UNDERGROUND, TYPE 4, 1"	LIN. FOOT	180
682-A	UNDERGROUND BRANCH CIRCUIT, AWG 3, 10 CONDUCTOR	LIN. FOOT	930
682-A	UNDERGROUND BRANCH CIRCUIT, AWG 3, 12 CONDUCTOR	LIN. FOOT	260
682-F	SECONDARY POWER CONTROLLER	EACH	1
683-PP	LIGHTING ASSEMBLY	EACH	9
684-A	POLE FOUNDATION, 24" DIAMETER	CU. YD.	12
699-A	ROADWAY CONSTRUCTION STAKING	LUMP SUM	1

ADD ALT. NO. 1 - STAIRS AND KAYAK RAMP			
PAY ITEM NO.	PAY ITEM	UNIT	PLAN QUANTITIES
209-A	GEOTEXTILE STABILIZATION, TYPE VI, NON-WOVEN	SQ. YD.	165
304-G	SIZE 610 CRUSHED STONE BASE, AEA	CU.YD.	30
601-A	CLASS B STRUCTURAL CONCRETE (STAIRS & KAYAK RAMP)	CU. YD.	48
602-A	REINFORCING STEEL	LB	3500
608-B	CONCRETE SIDEWALK, WITH REINFORCEMENT	SQ. YD.	48
907-242-PP	INSTALLATION OF HANDRAILS	LIN. FT.	300

ADD ALT. NO. 2 - ASPHALT AND STRIPING			
PAY ITEM NO.	PAY ITEM	UNIT	PLAN QUANTITIES
907-242-PP	INSTALLATION OF PARKING BUMPERS	EACH	15
403-A	9.5-MM, ST, ASPHALT PAVEMENT	TON	135
403-A	19-MM, ST, ASPHALT PAVEMENT	TON	250
626-H	THERMOPLASTIC DETAIL STRIPE, WHITE	LIN. FOOT	340
626-H	THERMOPLASTIC LEGEND, WHITE	SQ. FT.	50
628-F	LEGEND HANDICAP SYMBOL, BLUE ADA	EACH	1
628-G	6" COLD PLASTIC DETAIL STRIPE, BLUE ADA	LIN. FOOT	130

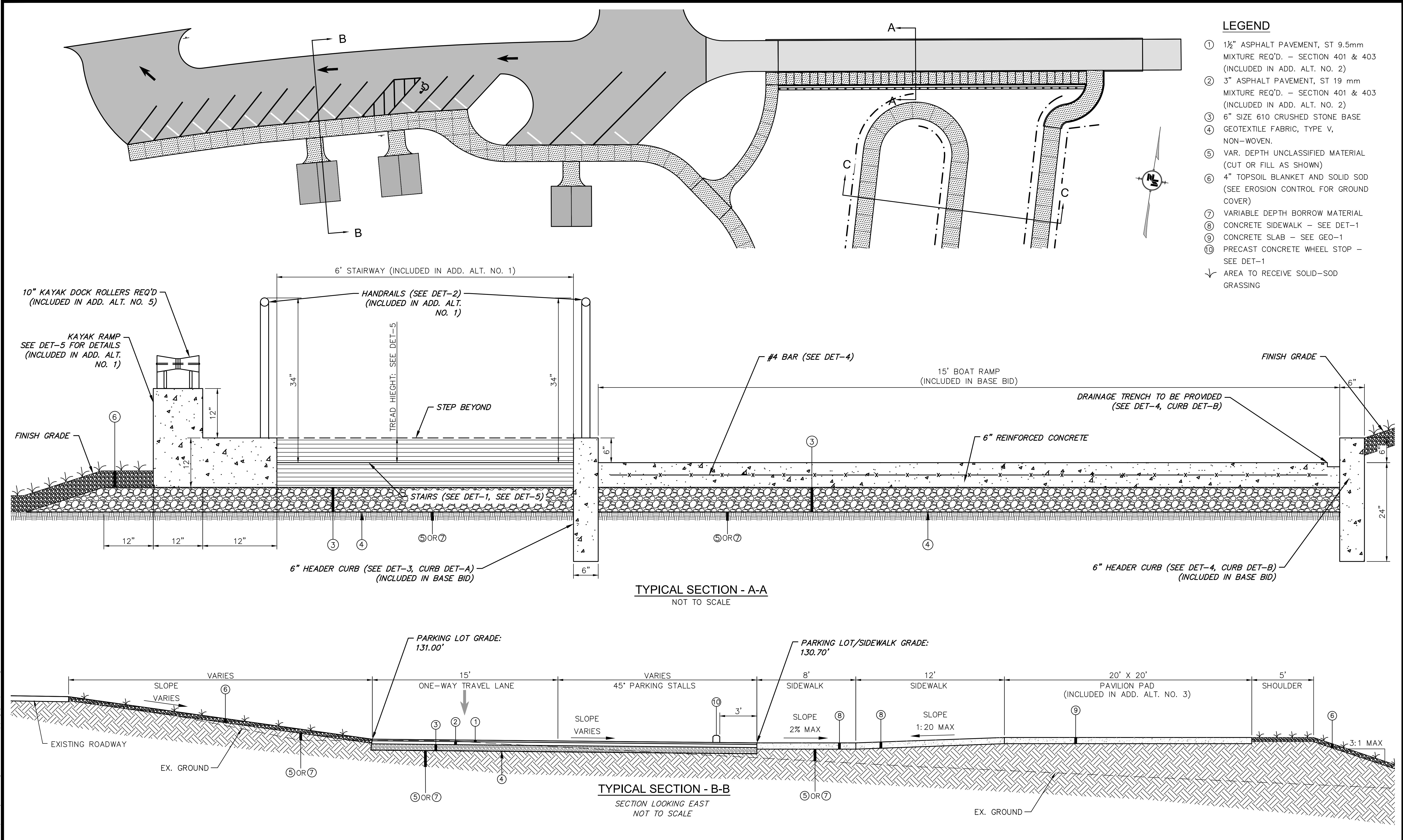
ADD ALT. NO. 3 - PAVILION SLAB			
PAY ITEM NO.	PAY ITEM	UNIT	PLAN QUANTITIES
601-A	CLASS B STRUCTURAL CONCRETE (PAVILION SLAB)	CU. YD.	22
602-A	REINFORCING STEEL (PAVILION SLAB)	LB	252

ADD ALT. NO. 4 - PAVILIONS			
PAY ITEM NO.	PAY ITEM	UNIT	PLAN QUANTITIES
907-242-PP	CONSTRUCTION OF PAVILIONS	EACH	2

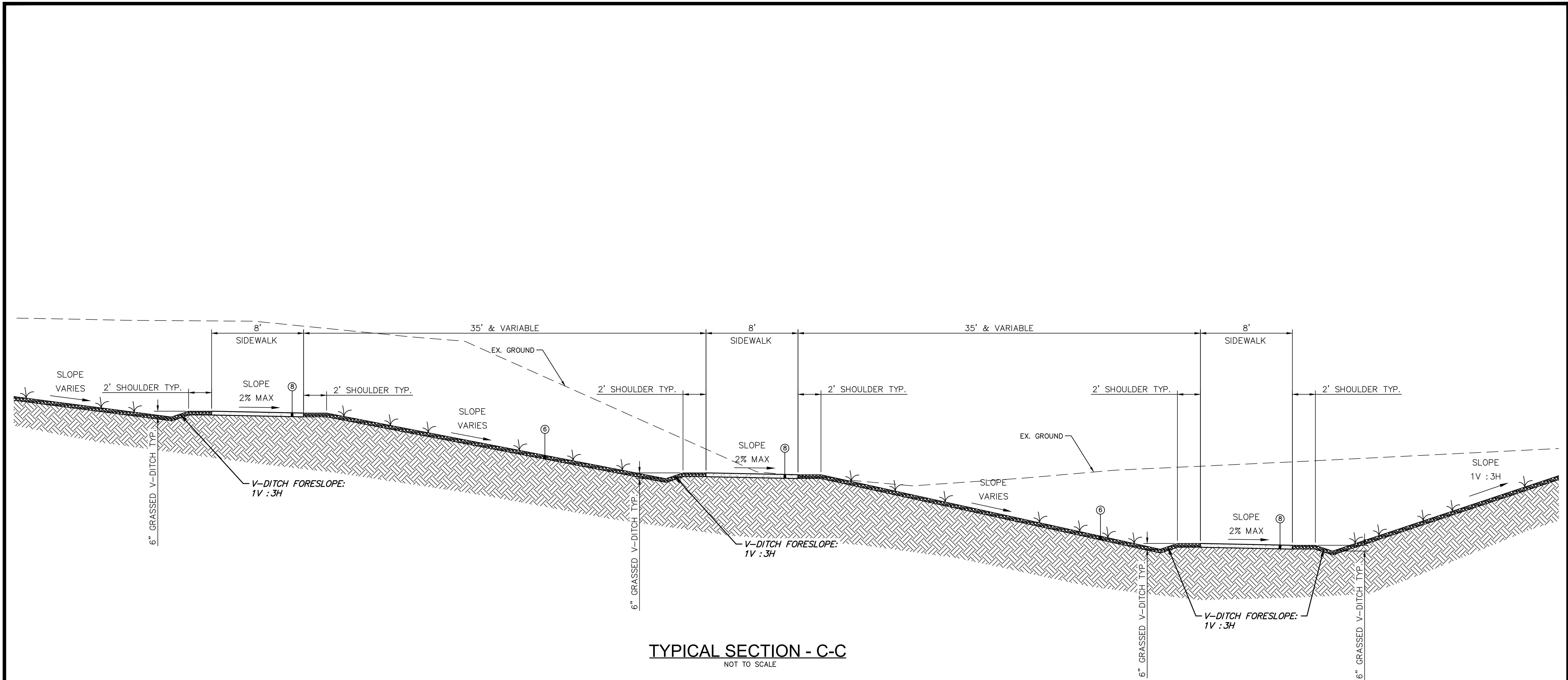
ADD ALT. NO. 5 - KAYAK RAMP ROLLERS			
PAY ITEM NO.	PAY ITEM	UNIT	PLAN QUANTITIES
907-242-PP	INSTALLATION OF KAYAK ROLLERS	EACH	37

ADD ALT. NO. 6 - N.O.L.A. CAMERA SYSTEM			
PAY ITEM NO.	PAY ITEM	UNIT	PLAN QUANTITIES
907-242-PP	INSTALLATION OF VIDEO SURVEILLANCE EQUIPMENT	LUMP SUM	1

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					DSGN: GPC DATE: 11/2024					
					DRWN: SWB DATE: 11/2024					
					CHKD: DATE:					
					QA/QC: DATE:					



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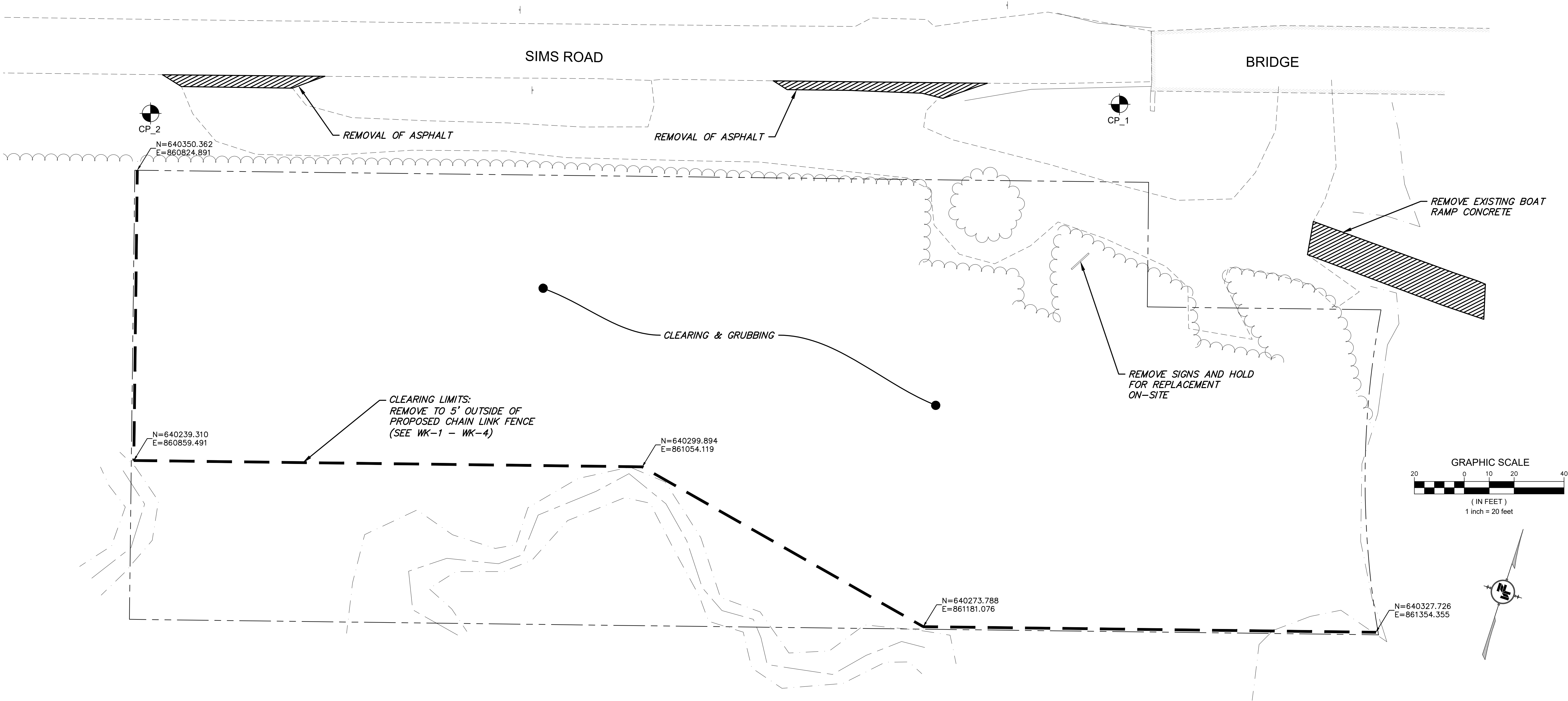


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					DSGN: GPC	DATE: 11/2024				
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					QA/QC:	DATE:				

DEMOLITION NOTES:

- EXCEPT AS NOTED BELOW, CONTRACTOR SHALL REMOVE FROM THE SITE AND SATISFACTORILY DISPOSE OF ALL TREES, SHRUBS, STUMPS, ROOTS, BRUSH, MASONRY, RUBBISH, SCRAP, DEBRIS, AND MISCELLANEOUS OTHER STRUCTURES NOT COVERED UNDER OTHER SECTIONS AS SHOWN, SPECIFIED OR OTHERWISE REQUIRED TO PERMIT CONSTRUCTION OF THE NEW WORK.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS, APRONS, IRRIGATION, BRIDGE ABUTMENTS, ETC. FROM DAMAGE WHICH MIGHT OCCUR DURING CONSTRUCTION. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.
- TREES, STUMPS AND OTHER CLEARED AND GRUBBED MATERIAL MAY NOT BE DISPOSED ON SITE.
- BURNING WILL NOT BE ALLOWED ON SITE.
- CONTROL AIR POLLUTION CAUSED BY DUST AND DIRT, AND COMPLY WITH GOVERNING REGULATIONS.
- EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF DEMOLITION AND/OR CONSTRUCTION.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN ANY AND ALL MARKINGS AS NEEDED TO PROTECT EXISTING UTILITIES. ANY DAMAGE OR INTERRUPTION OF SERVICE CAUSED BY THE CONTRACTOR'S NEGLIGENCE SHALL BE REPORTED IMMEDIATELY TO THE APPROPRIATE UTILITY COMPANY AND SHALL BE REPAIRED AND SERVICE RESTORED IN FULL COOPERATION WITH THE UTILITY COMPANY AT THE CONTRACTOR'S EXPENSE.
- ALL TREES ARE TO REMAIN UNLESS OTHERWISE NOTED.
- SAW CUTTING SHALL BE CONSIDERED AN ABSORBED ITEM.

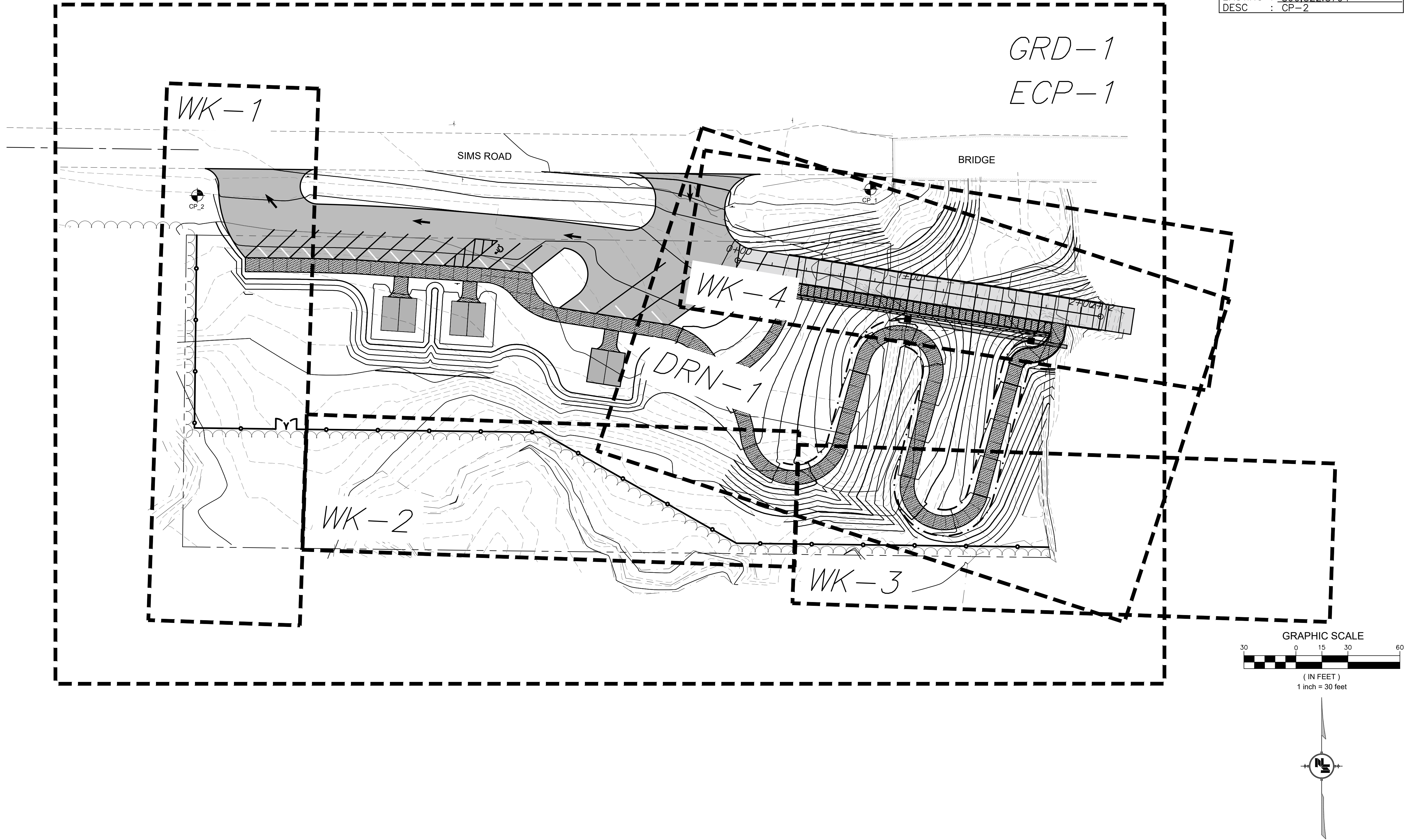


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NOTICE TO DRAWING HOLDER		REVISIONS			DRAWING INFORMATION		SIMS ROAD BOAT RAMP IMPROVEMENTS		CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY		NEEL-SCHAFFER Solutions you can build upon		DEMOLITION PLAN	
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					DRWN: SWB	DATE: 11/2024								
					CHKD:	DATE:								
					QA/QC:	DATE:								

NAME	: CP-1
ELEV	: 137.150'
NORTHING	: 640,497.1800'
EASTING	: 861,191.1900'
DESC	: CP-1

NAME	: CP-2
ELEV	: 130.805'
NORTHING	: 640,373.6701'
EASTING	: 860,822.8794'
DESC	: CP-2



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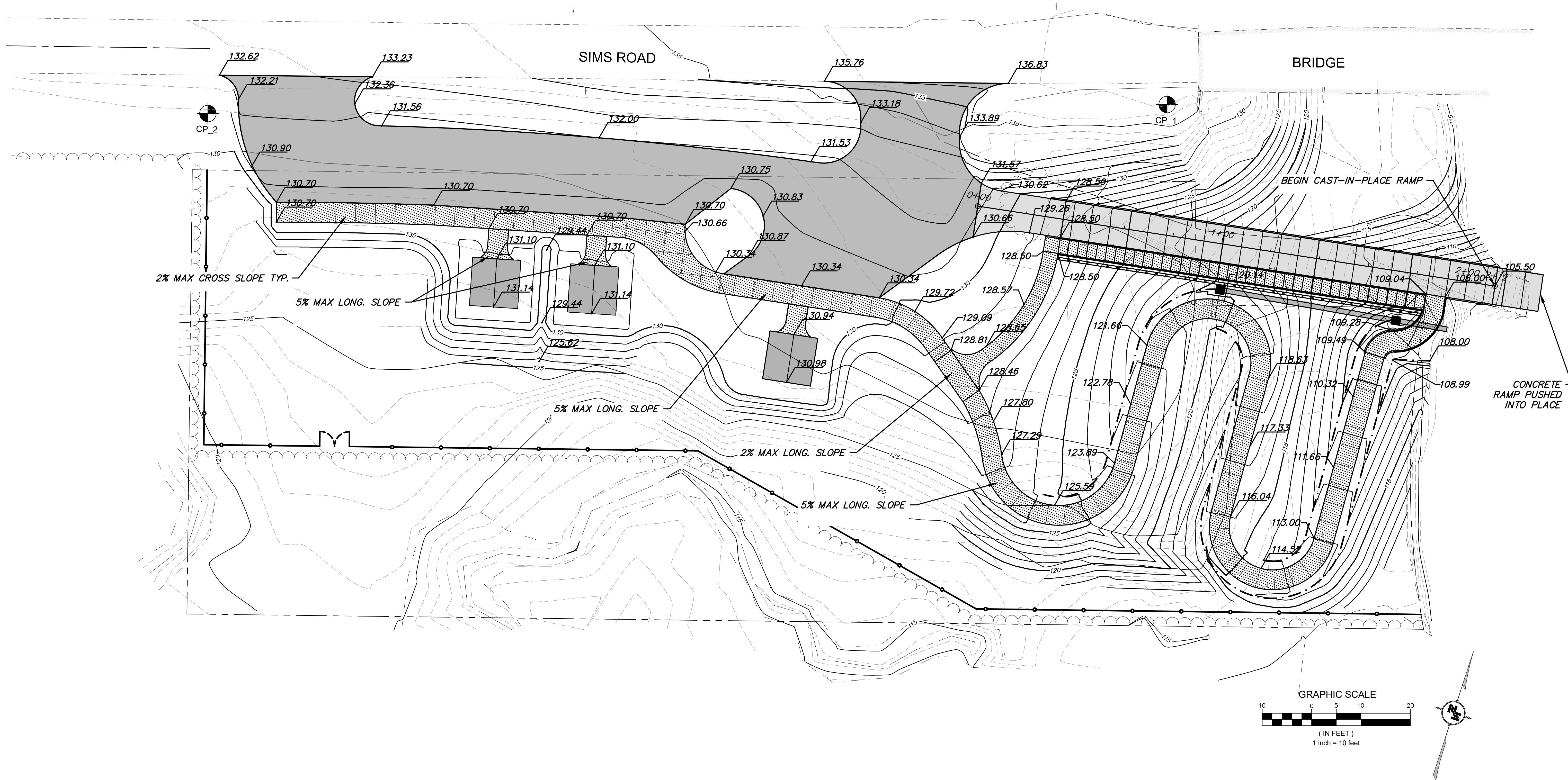
SIMS ROAD BOAT RAMP
IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



DRAWING KEY

WORKING NUMBER: KEY	DRAWING NUMBER: 8
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NOTICE TO DRAWING HOLDER

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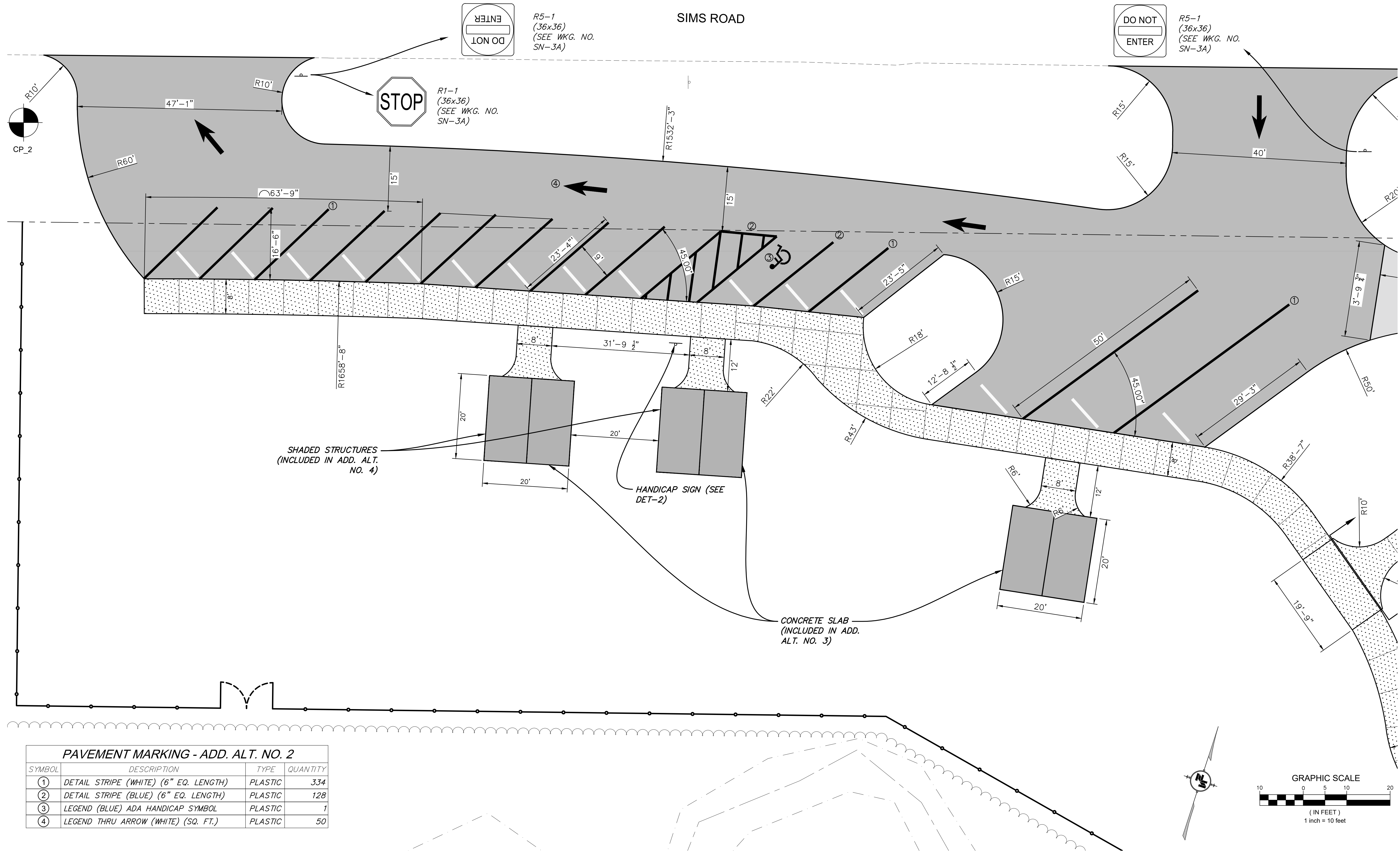
**SIMS ROAD BOAT RAMP
IMPROVEMENTS**

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



GRADING PLAN

WORKING NUMBER:	DRAWING NUMBER:
GRD-1	9



PAVEMENT MARKING - ADD. ALT. NO. 2			
SYMBOL	DESCRIPTION	TYPE	QUANTITY
①	DETAIL STRIPE (WHITE) (6" EQ. LENGTH)	PLASTIC	334
②	DETAIL STRIPE (BLUE) (6" EQ. LENGTH)	PLASTIC	128
③	LEGEND (BLUE) ADA HANDICAP SYMBOL	PLASTIC	1
④	LEGEND THRU ARROW (WHITE) (SQ. FT.)	PLASTIC	50

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REVISIONS			DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	

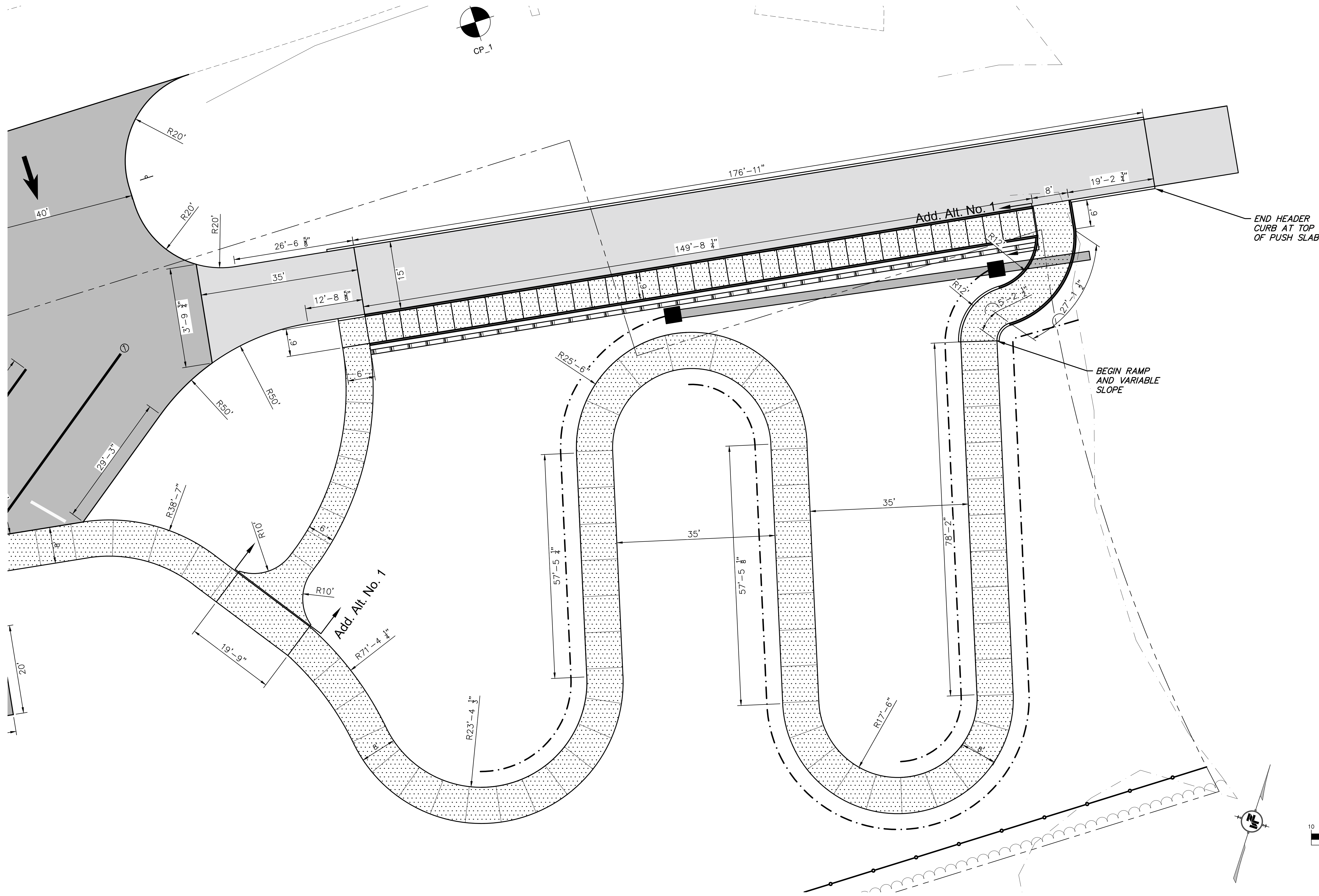
SIMS ROAD BOAT RAMP IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

**NEEL-SCHAFFER**
Solutions you can build upon

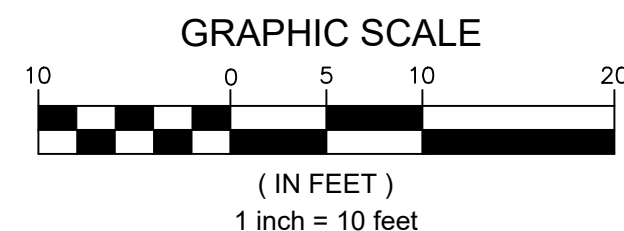
DIMENSION SITE PLAN	
WORKING NUMBER: GEO-1	DRAWING NUMBER: 11

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END HEADER
CURB AT TOP
OF PUSH SLAB

BEGIN RAMP
AND VARIABLE
SLOPE



NOTICE TO DRAWING HOLDER

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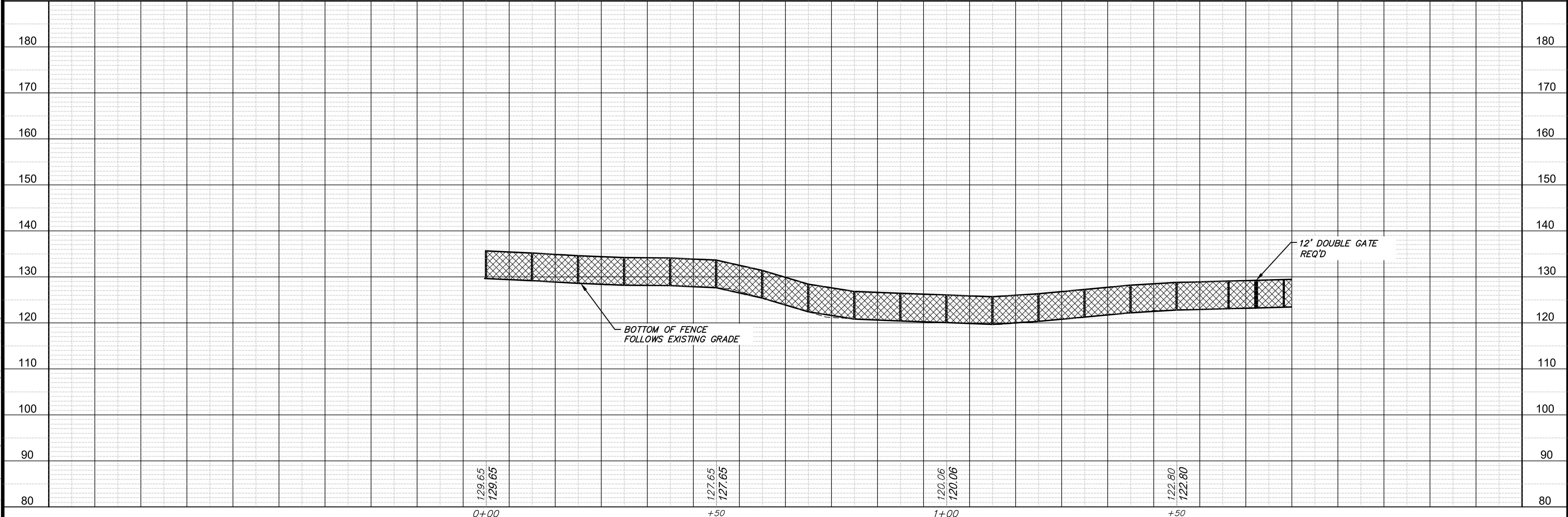
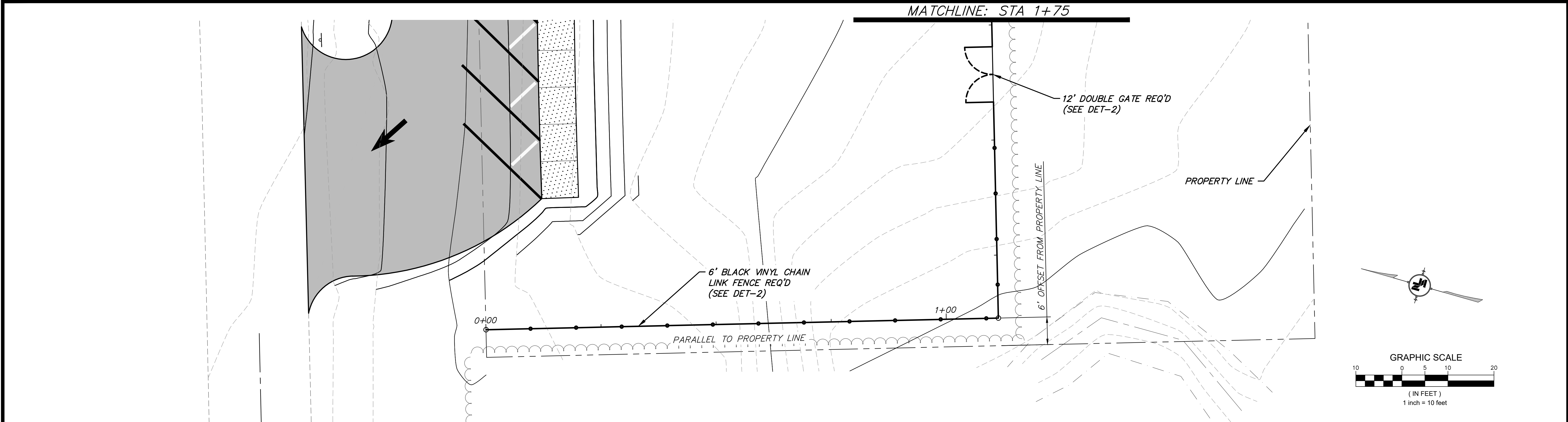
**SIMS ROAD BOAT RAMP
IMPROVEMENTS**

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

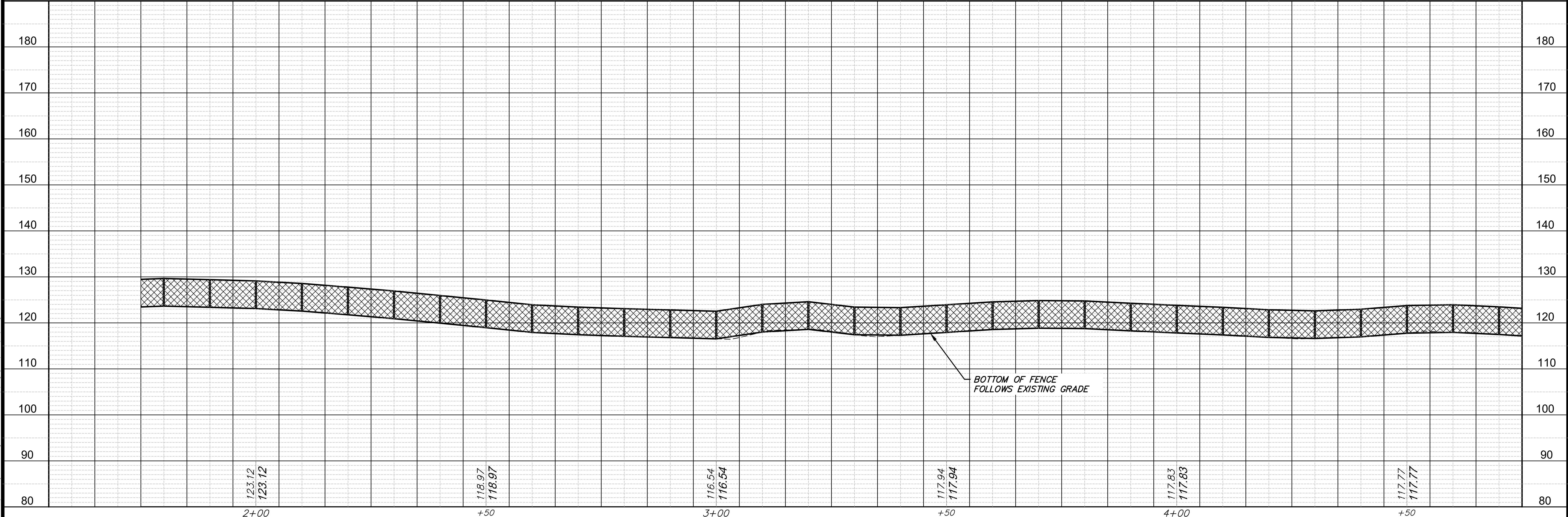
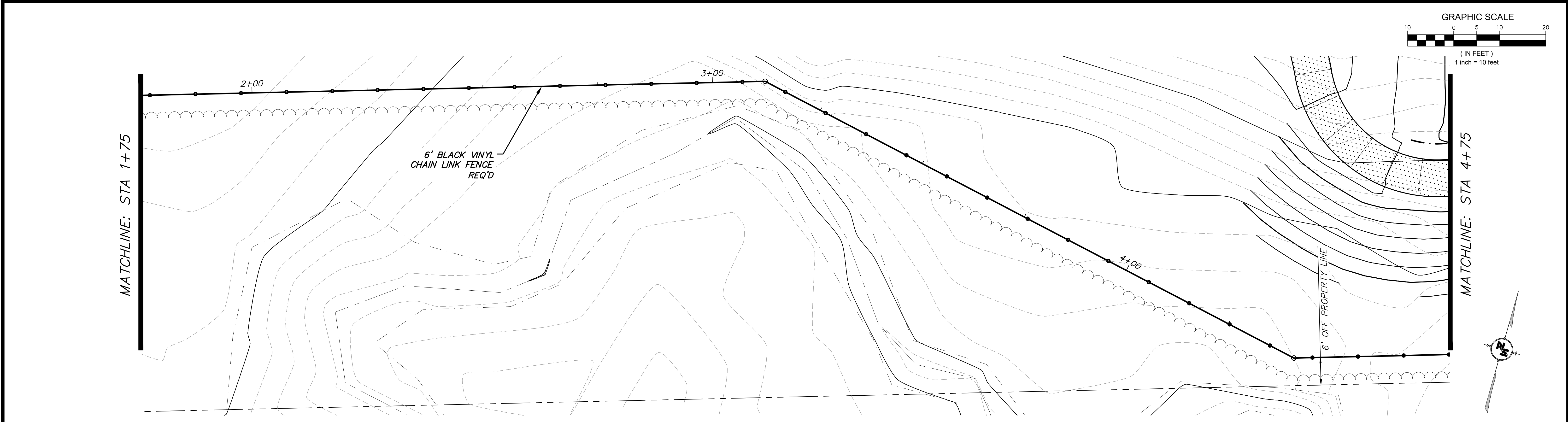


**DIMENSION SITE
PLAN**

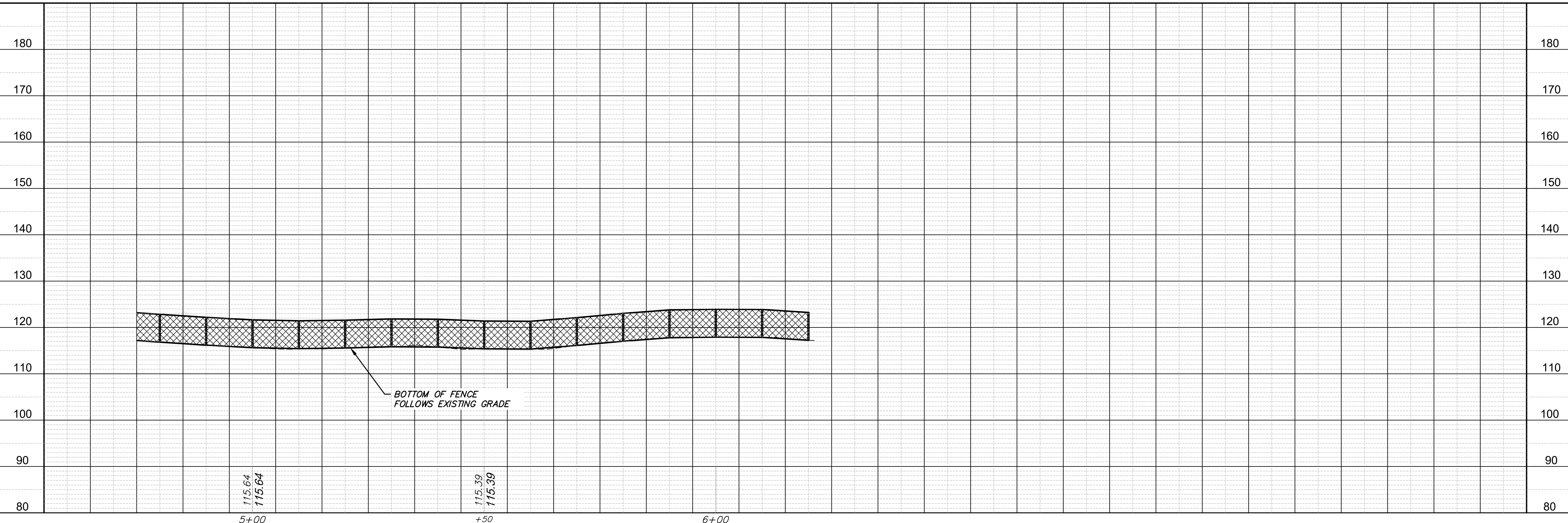
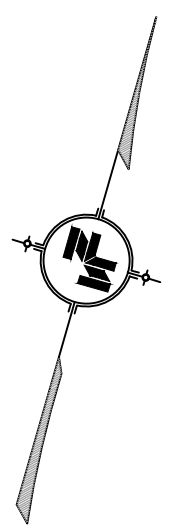
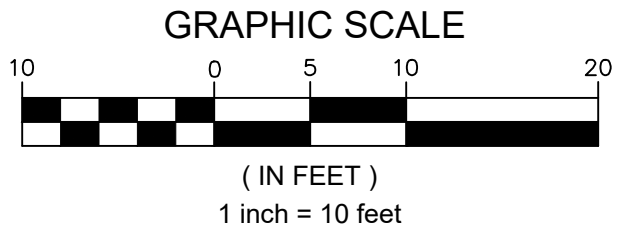
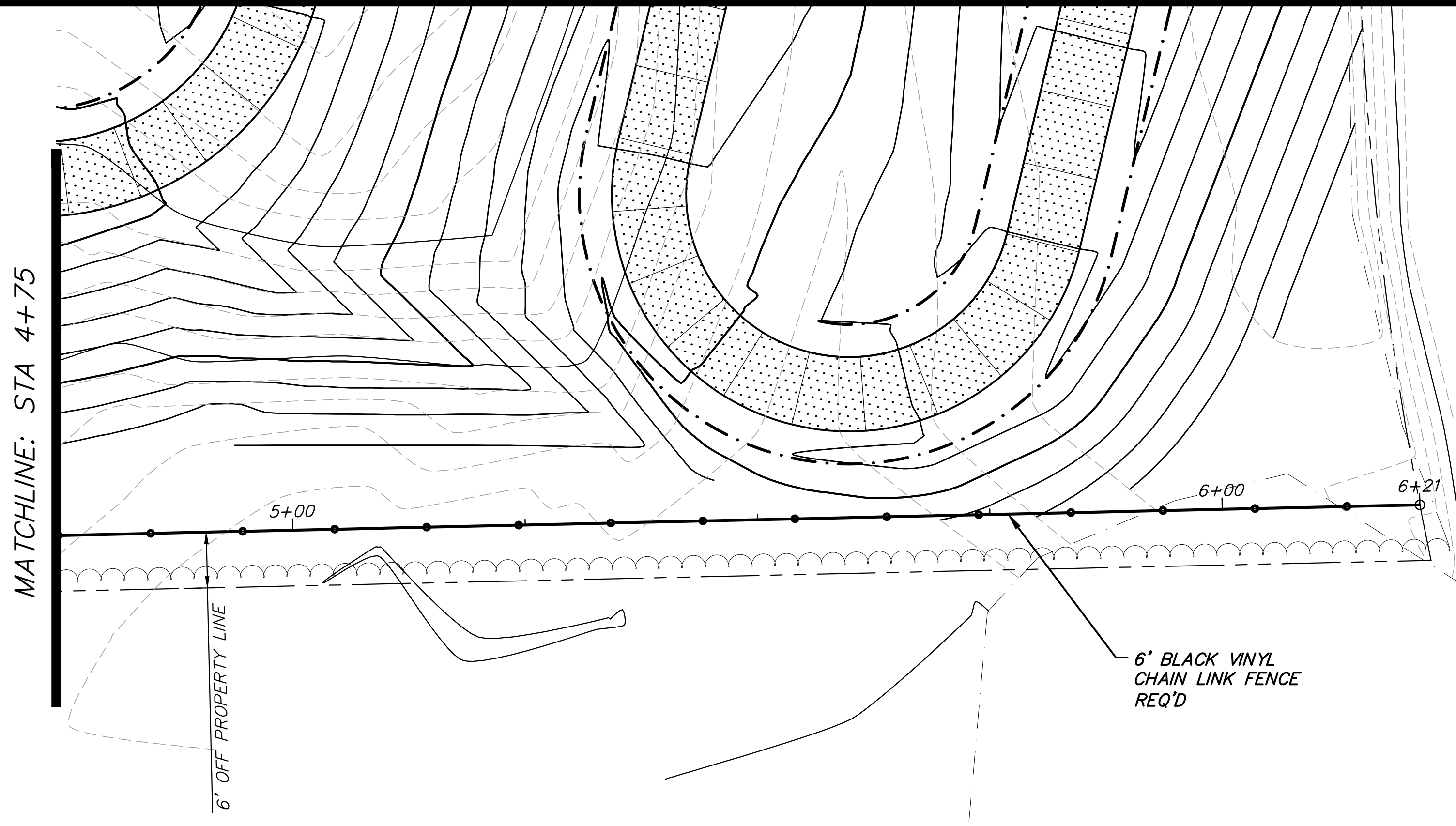
WORKING NUMBER: GEO-1	DRAWING NUMBER: 12
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NOTICE TO DRAWING HOLDER NEEL-SCHAFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS				DRAWING INFORMATION		SIMS ROAD BOAT RAMP IMPROVEMENTS CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY		 NEEL-SCHAFER Solutions you can build upon	FENCE PLAN-PROFILE	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 18248						
					FILENAME: 18248_PLANPRO.dwg						
					SCALE:						
					SURVEYED BY: NEEL-SCHAFER						
					DSGN: GPC	DATE: 01/2023					
					DRWN: SWB	DATE: 01/2023					
					CHKD:	DATE:					
					QA/QC:	DATE:					
	WORKING NUMBER:		DRAWING NUMBER:								
WKG-1		13									



NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		SIMS ROAD BOAT RAMP IMPROVEMENTS CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY	 NEEL-SCHAFFER <i>Solutions you can build upon</i>	FENCE PLAN-PROFILE		
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 18248					
					FILENAME: 18248_PLANPRO.dwg					
					SCALE:					
					SURVEYED BY: NEEL-SCHAFFER					
					DSGN: GPC			DATE: 01/2023	WORKING NUMBER: WKG-2	DRAWING NUMBER: 14
					DRWN: SWB			DATE: 01/2023		
					CHKD:			DATE:		
					QA/QC:			DATE:		



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REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.:	18248
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				DSGN:	GPC DATE: 01/2023
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				CHKD:	DATE:
				QA/QC:	DATE:

SIMS ROAD BOAT RAMP IMPROVEMENTS

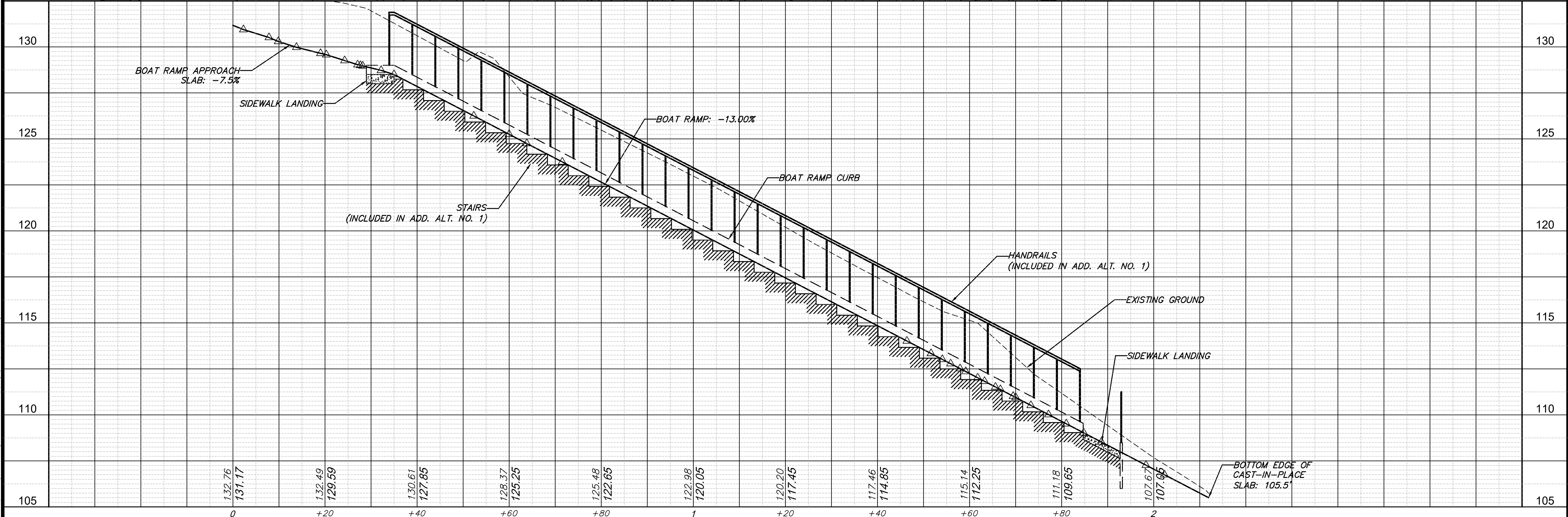
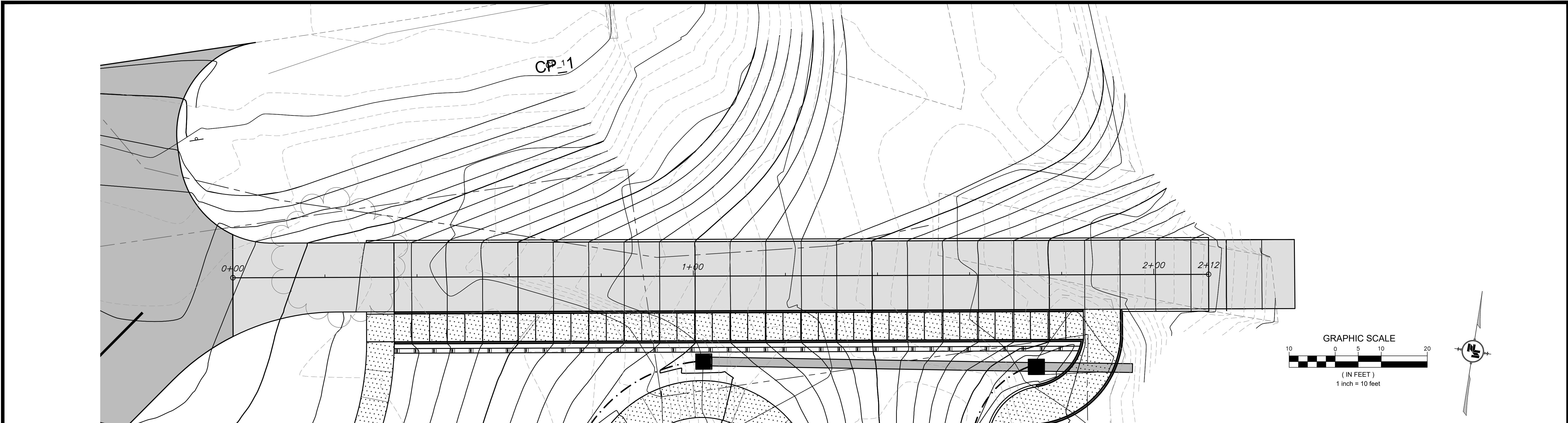
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



NEEL-SCHAFER
Solutions you can build upon

FENCE PLAN-PROFILE	
WORKING NUMBER: WKG-3	DRAWING NUMBER: 15

10/24/2024 8:21 AM J:\Projects\10150200\18248\City of Hattiesburg - Sims Road Boat Ramp Design\Drawn\18248_PlanPro.dwg



NOTICE TO DRAWING HOLDER

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

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION			
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SURVEYED BY: NEEL-SCHAFFER			
DSGN: GPC	DATE: 01/2023		
DRWN: SWB	DATE: 01/2023		
CHKD:	DATE:		
QA/QC:	DATE:		

SIMS ROAD BOAT RAMP IMPROVEMENTS

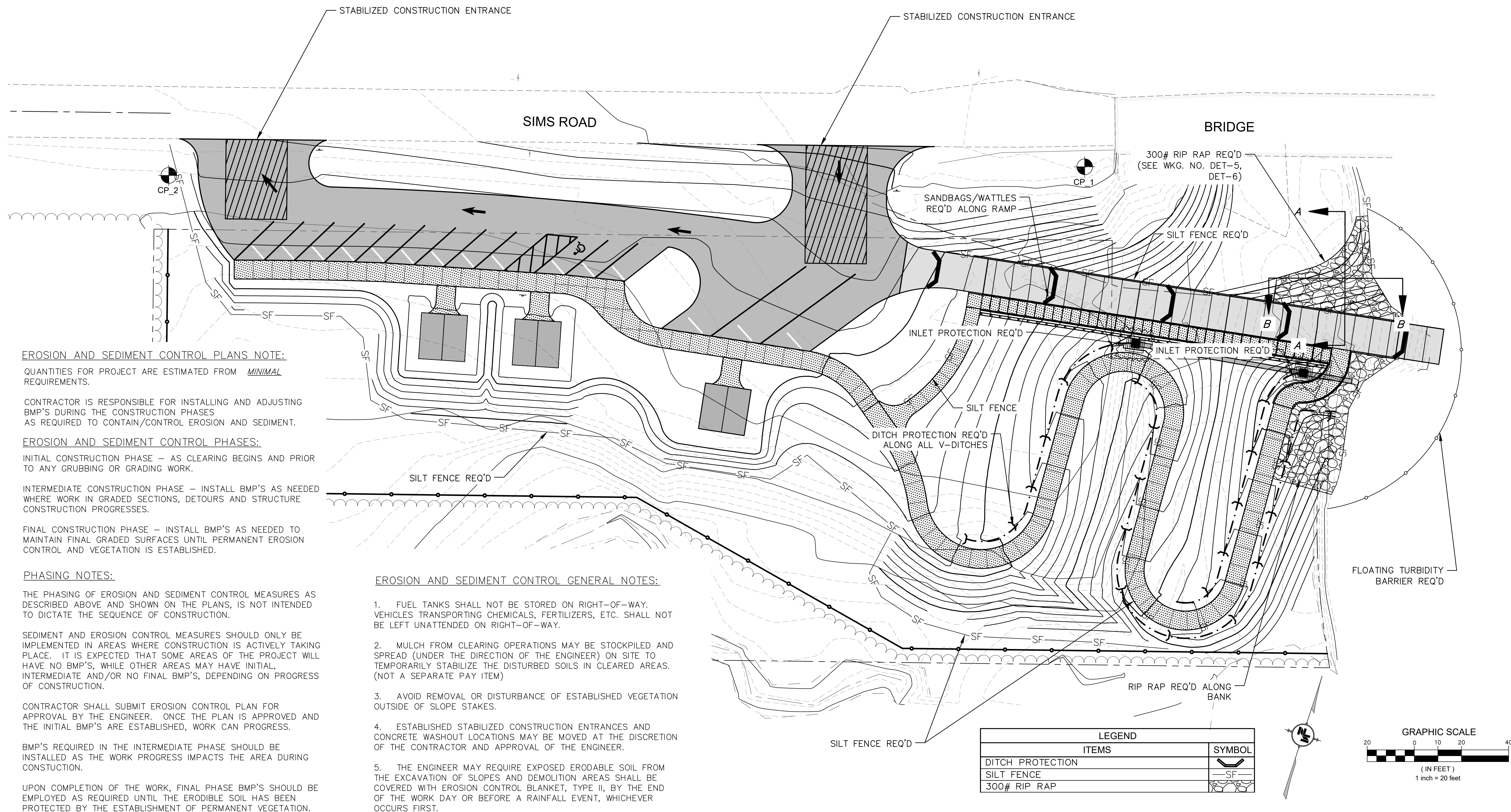
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

NEEL-SCHAFFER
Solutions you can build upon

BOAT RAMP PLAN-PROFILE

WORKING NUMBER: WKG-4	DRAWING NUMBER: 16
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10/24/2024 8:12 AM P:\projects\10010001\10010001\18248 - sims road boat ramp\neel\john\18248.ecp.dwg



NOTICE TO DRAWING HOLDER

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REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 18248	
				FILENAME: 18248_ECP.dwg	
				SCALE: 1" = 20'	
				SURVEYED BY: NEEL-SCHAFFER	
				DSGN: GPC	DATE: 11/2024
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				CHKD:	DATE:
				QA/QC:	DATE:

SIMS ROAD BOAT RAMP IMPROVEMENTS

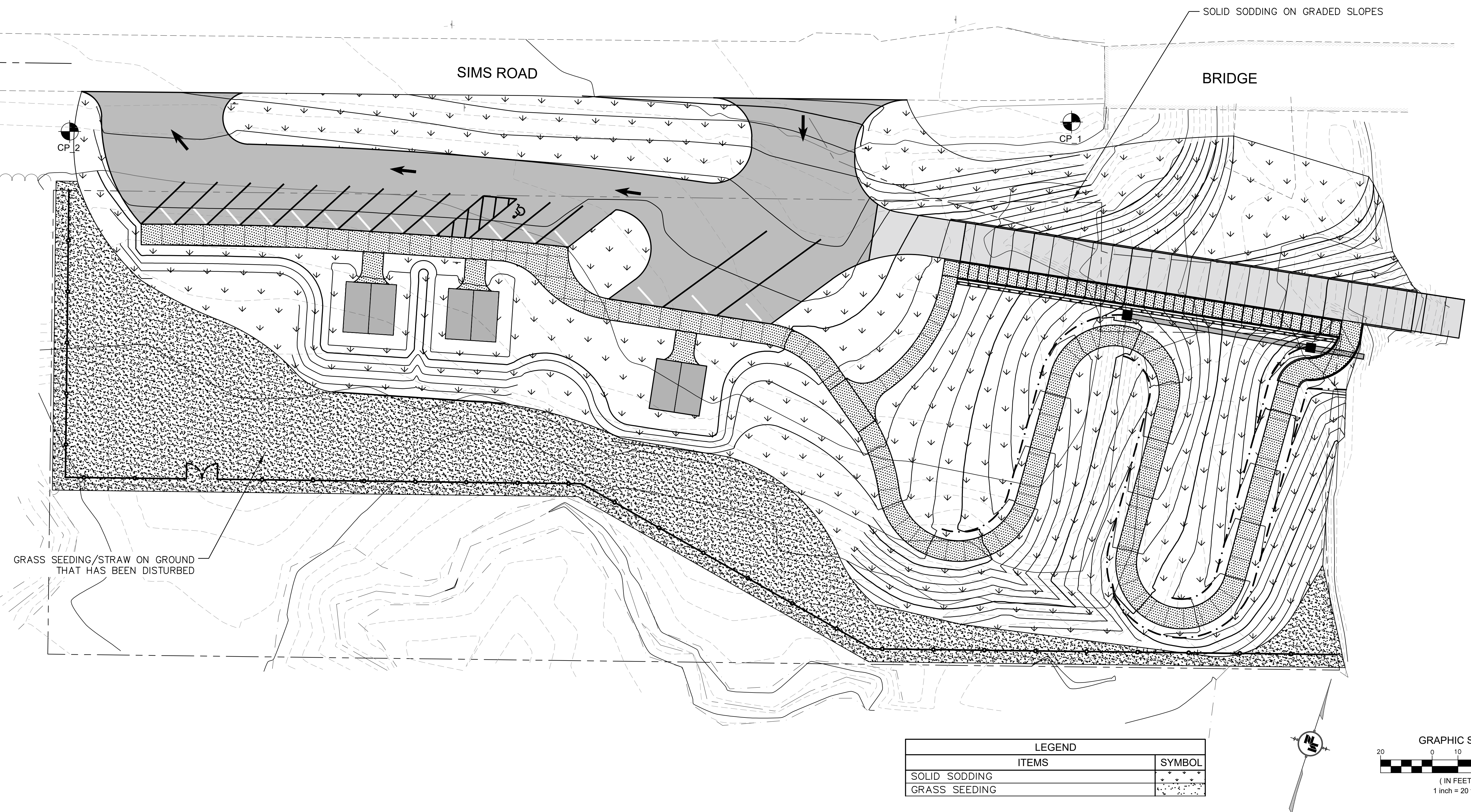
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



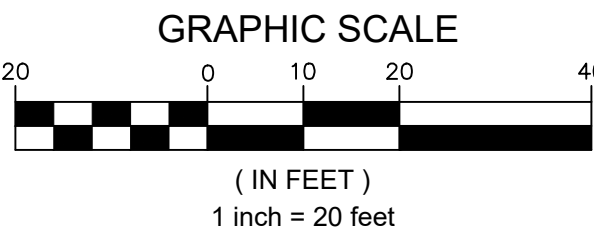
EROSION CONTROL PLAN

WORKING NUMBER:
ECP-1

DRAWING NUMBER:
17



LEGEND	
ITEMS	SYMBOL
SOLID SODDING	
GRASS SEEDING	



NOTICE TO DRAWING HOLDER

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REVISONS				DRAWING INFORMATION	
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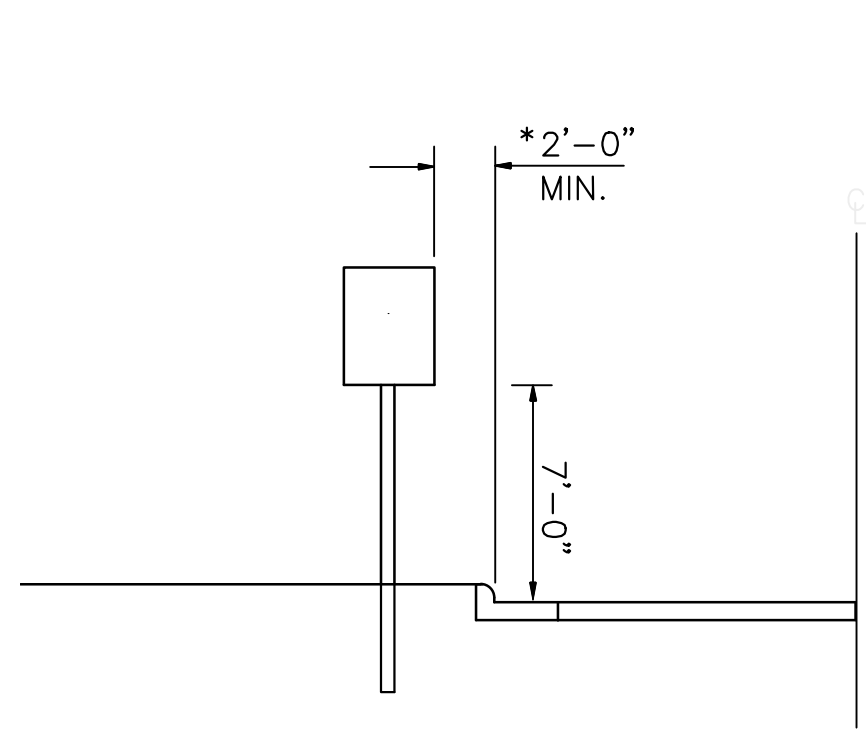
SIMS ROAD BOAT RAMP IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



EROSION CONTROL PLAN

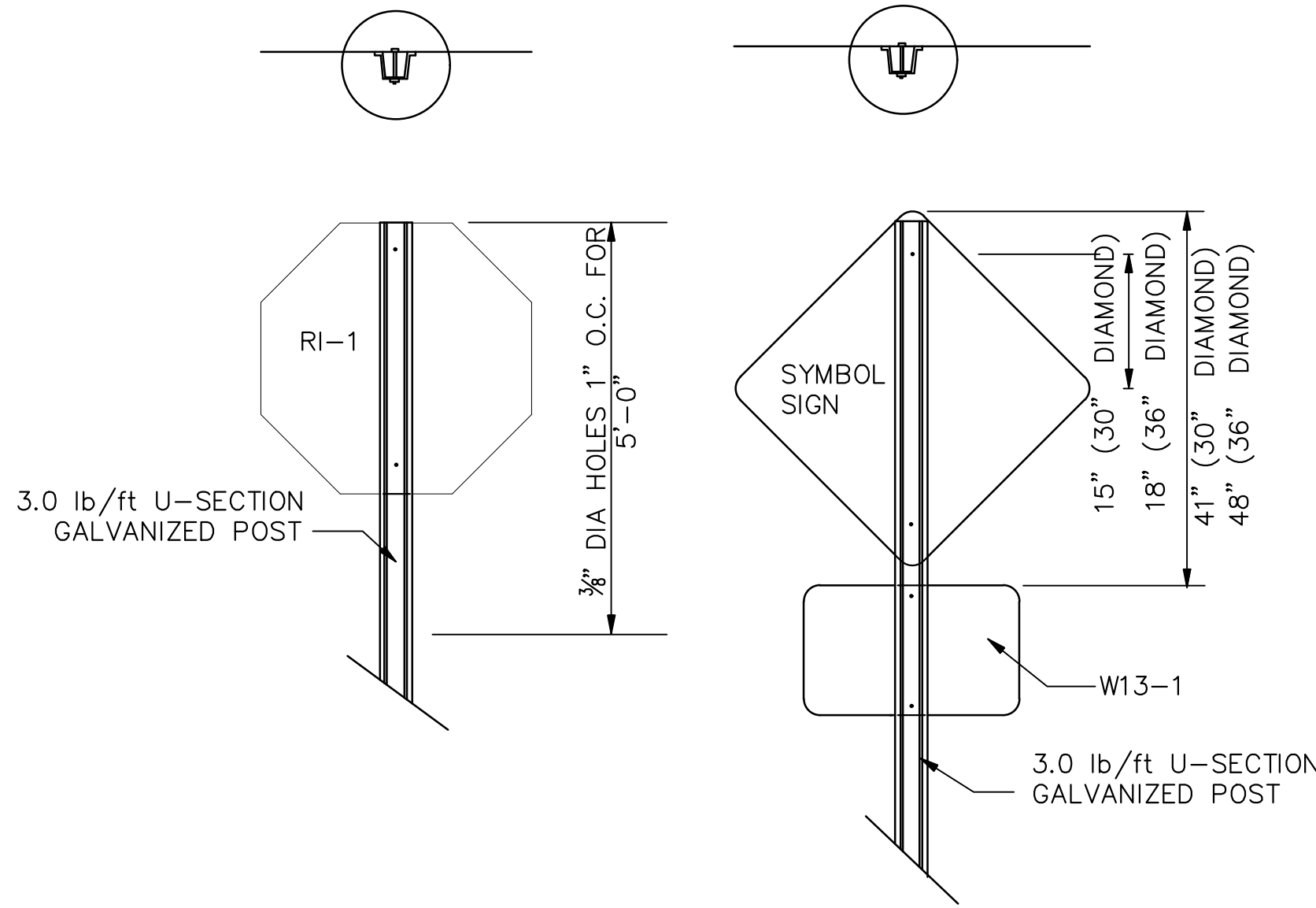
WORKING NUMBER: ECP-2	DRAWING NUMBER: 18
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TYPICAL INSTALLATION ALONG
ROADWAY WITH NO SIDEWALK

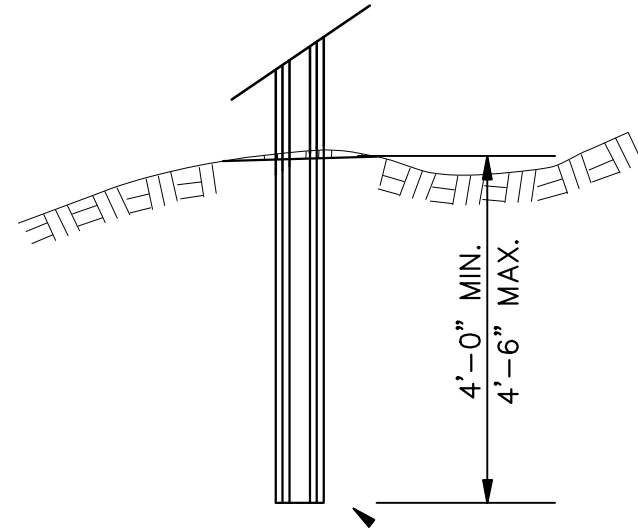
NOT TO SCALE

NOTE: * THE 2'-0" MINIMUM OFFSET APPLIES ONLY TO STANDARD SIGNS MOUNTED ON U-SECTION POSTS. ALL STANDARD SIGNS MOUNTED ON PIPE WILL BE OFFSET A MINIMUM OF 4'-0".



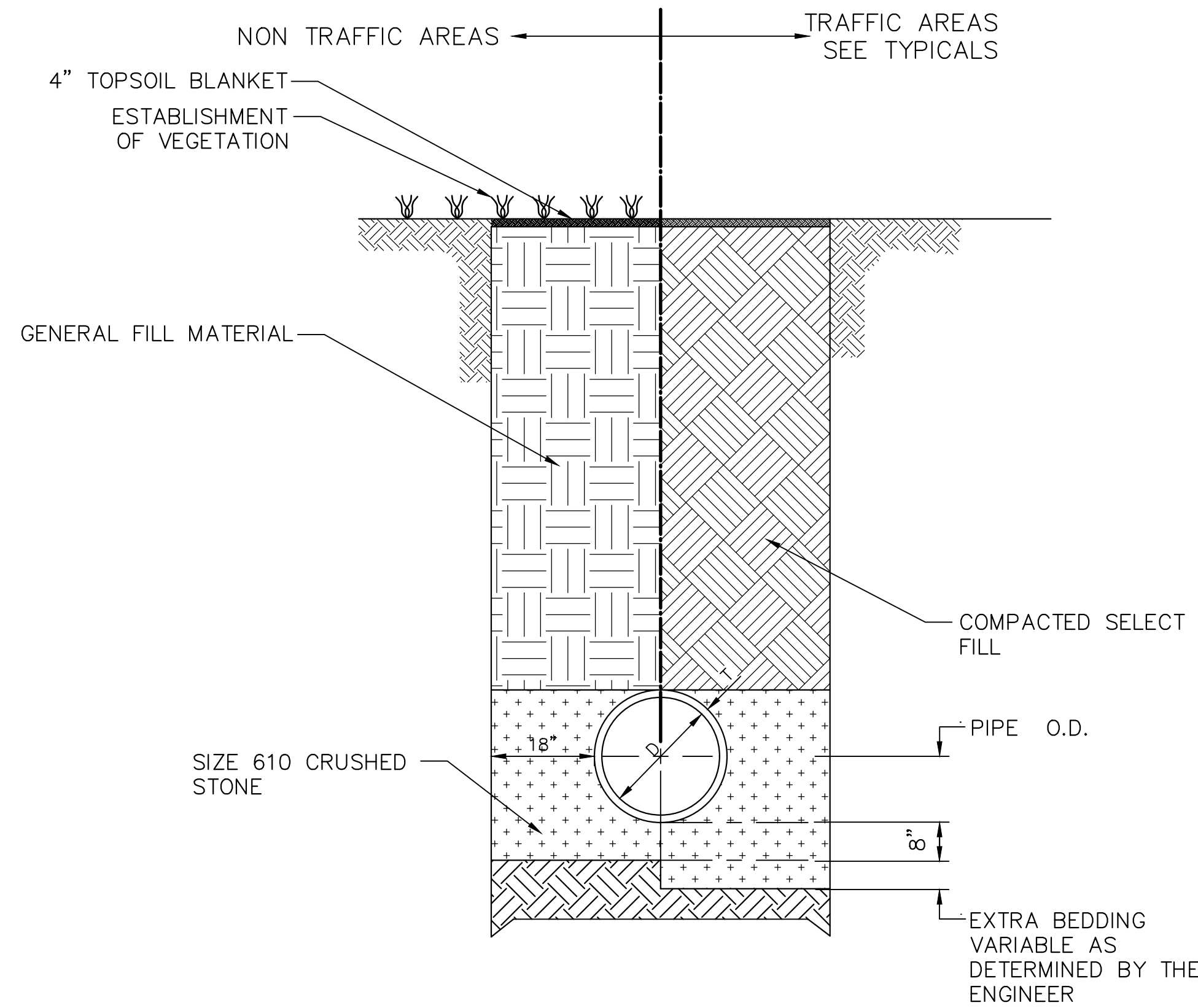
TYPICAL ASSEMBLY OF
"FLAT TOPPED" REGULATORY
OR WARNING SIGN MOUNTED ON
A SINGLE U-SECTION POST

(SEE WKG. NO. SN-4A
FOR ADDITIONAL DETAILS.)



FOOTING DETAIL FOR
U-SECTION POSTS

NOT TO SCALE



NOTES:

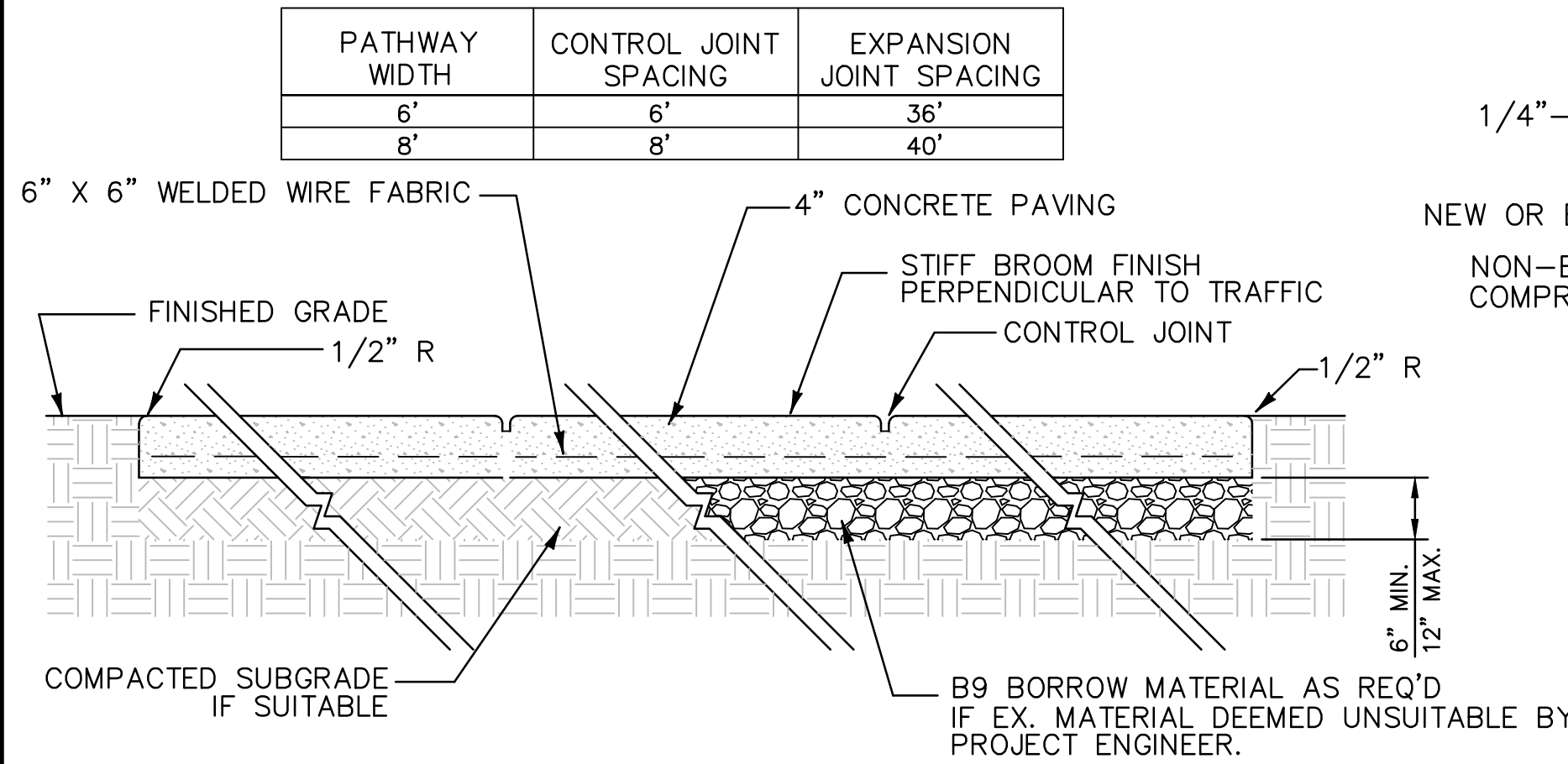
SELECT BEDDING SHALL BE
SIZE 610 CRUSHED STONE.
SELECT BACKFILL SHALL BE
BORROW EXCAVATION,
CLASS B9.

SELECT BEDDING AND
BACKFILL SHALL MEET THE
REQUIREMENTS OF SECTIONS
203 AND 603 OF THE
MISSISSIPPI STANDARD
SPECIFICATIONS FOR ROAD
AND BRIDGE CONSTRUCTION,
2017 ED.

STRUCTURE EXCAVATION,
SELECT BEDDING AND
BACKFILL, AND GENERAL
BACKFILL SHALL BE
INCLUDED IN THE COST OF
THE PIPE.

TYPICAL TRENCH DETAILS FOR PIPE

NOT TO SCALE

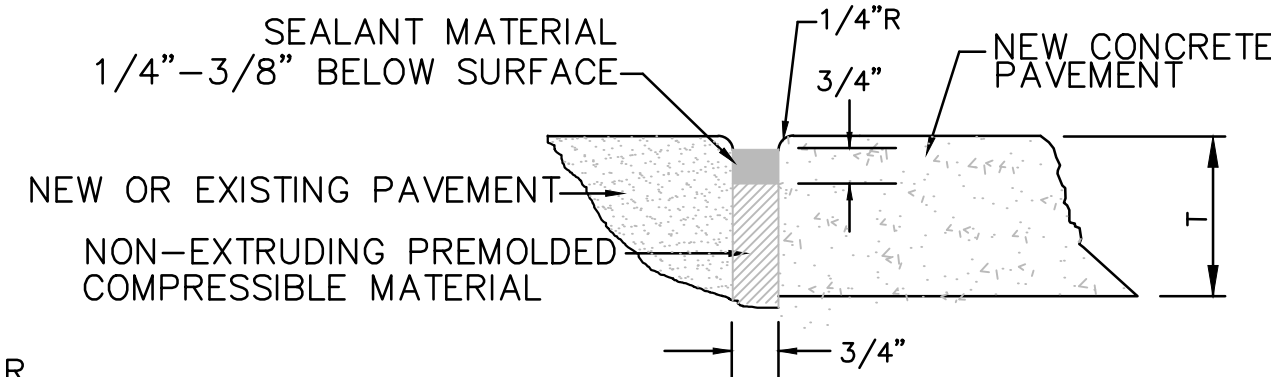


NOTES:

- EXPANSION JOINT CONFORMING TO ASTM D1751. TOP OF JOINT SHALL BE SEALED WITH TAR MODIFIED URETHANE SEALANT. PLACE EXPANSION JOINT AS INDICATED.
- HAND TOOLED CONTROL JOINTS W/ 1/2" RADIUS SPACED AS SHOWN ABOVE.
- ALL SUBGRADE SOILS FOR SIDEWALK SHALL BE COMPACTED

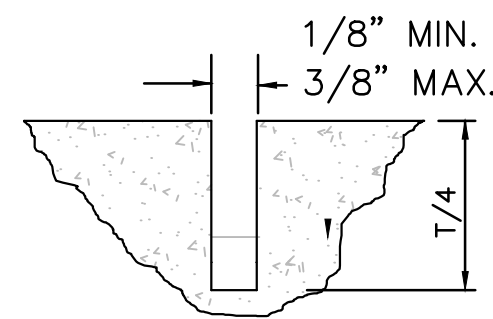
TYPICAL CONCRETE PAVING DETAIL

NOT TO SCALE



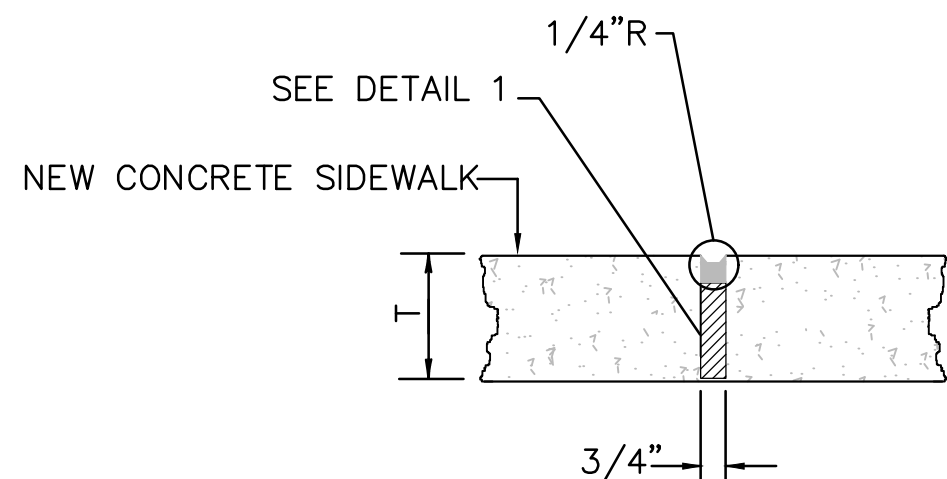
DETAIL 1 - EXPANSION JOINTS

NOT TO SCALE



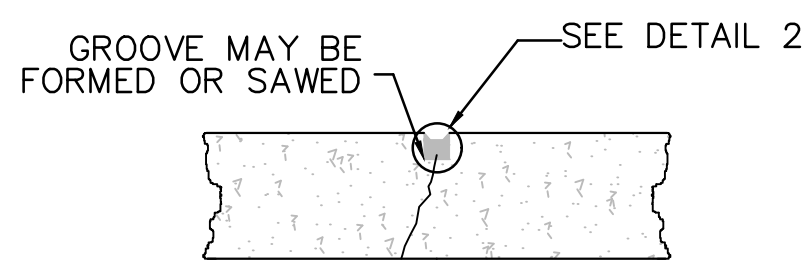
DETAIL 2 - CONTROL JOINT

NOT TO SCALE



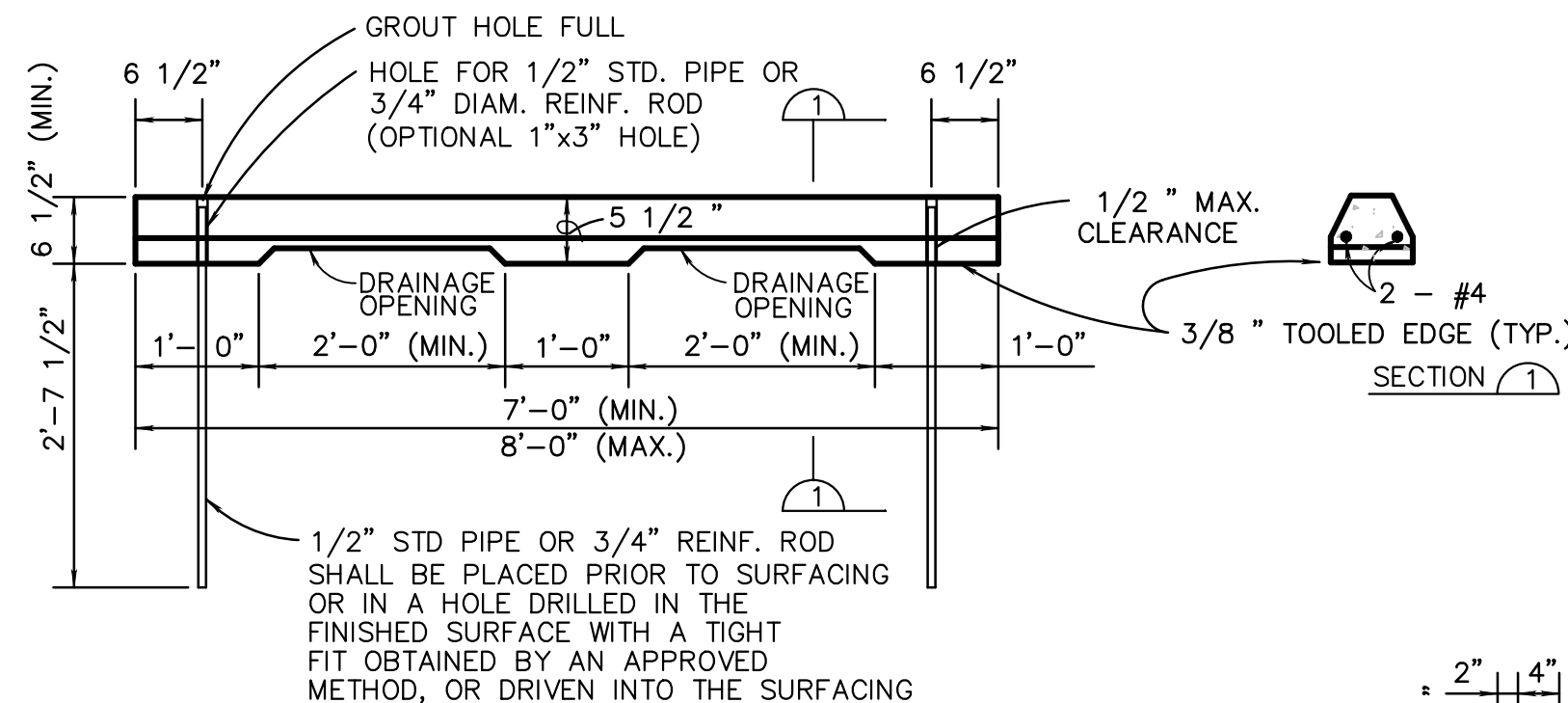
TYPE "B" - EXPANSION JOINT

NOT TO SCALE



TYPE "A" - CONTROL JOINT

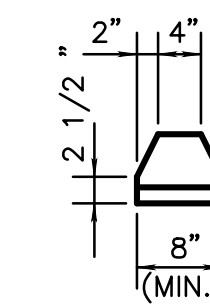
NOT TO SCALE



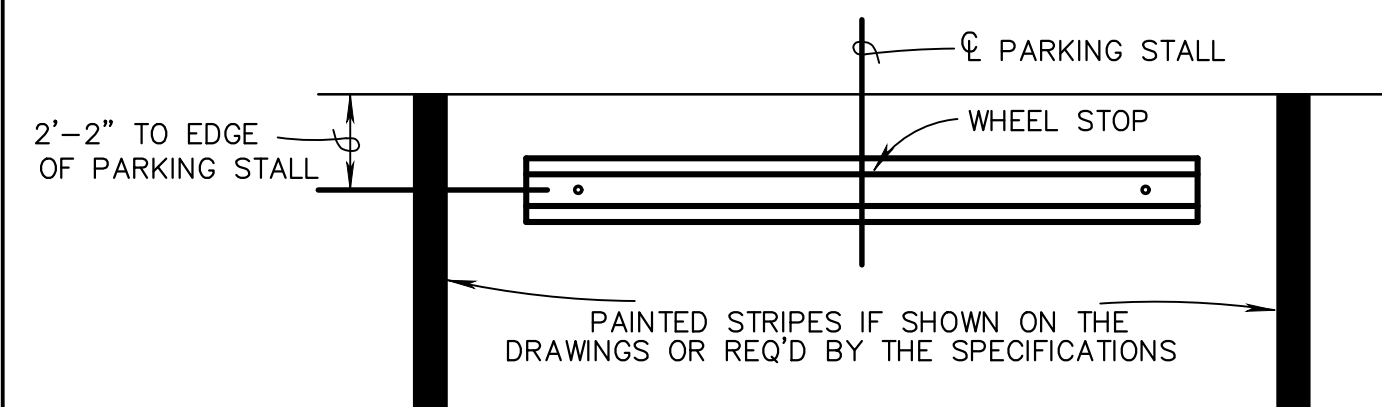
ELEVATION

PRECAST CONCRETE WHEEL STOP DETAILS

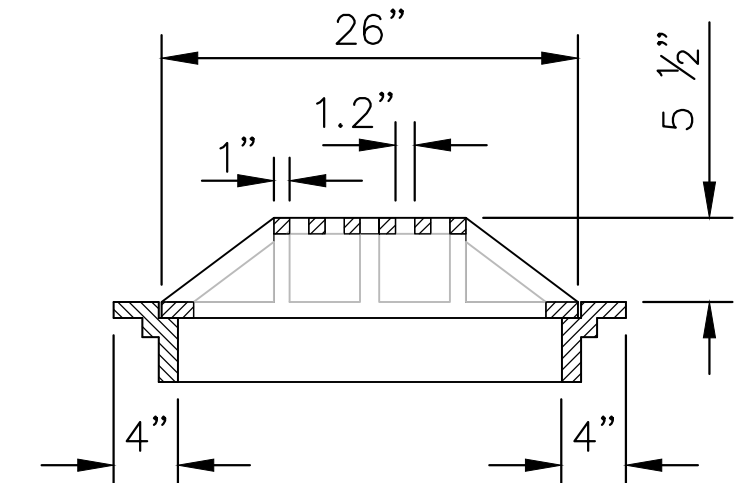
NOT TO SCALE



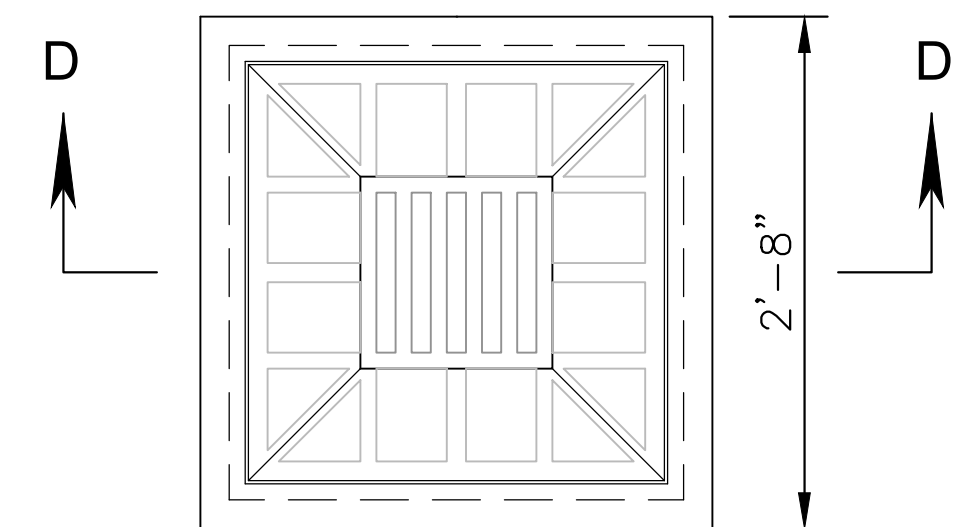
END VIEW



INSTALLATION PLAN



SECTION D-D



BEEHIVE GRATE AND FRAME

NOT TO SCALE

CASTING: 116 LB PER EACH
GRATING: 142 LB PER EACH
(SEE WKG. NO. B-9 FOR INLET DETAILS)

NOTICE TO DRAWING HOLDER

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REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 18248	
				FILENAME: 18248_DET.dwg	
				SCALE: NOT TO SCALE	
				SURVEYED BY: NEEL-SCHAFFER	
				DSGN: GPC DATE: 11/2024	
				DRWN: SWB DATE: 11/2024	
				CHKD: DATE:	
				QA/QC: DATE:	

SIMS ROAD BOAT RAMP
IMPROVEMENTS

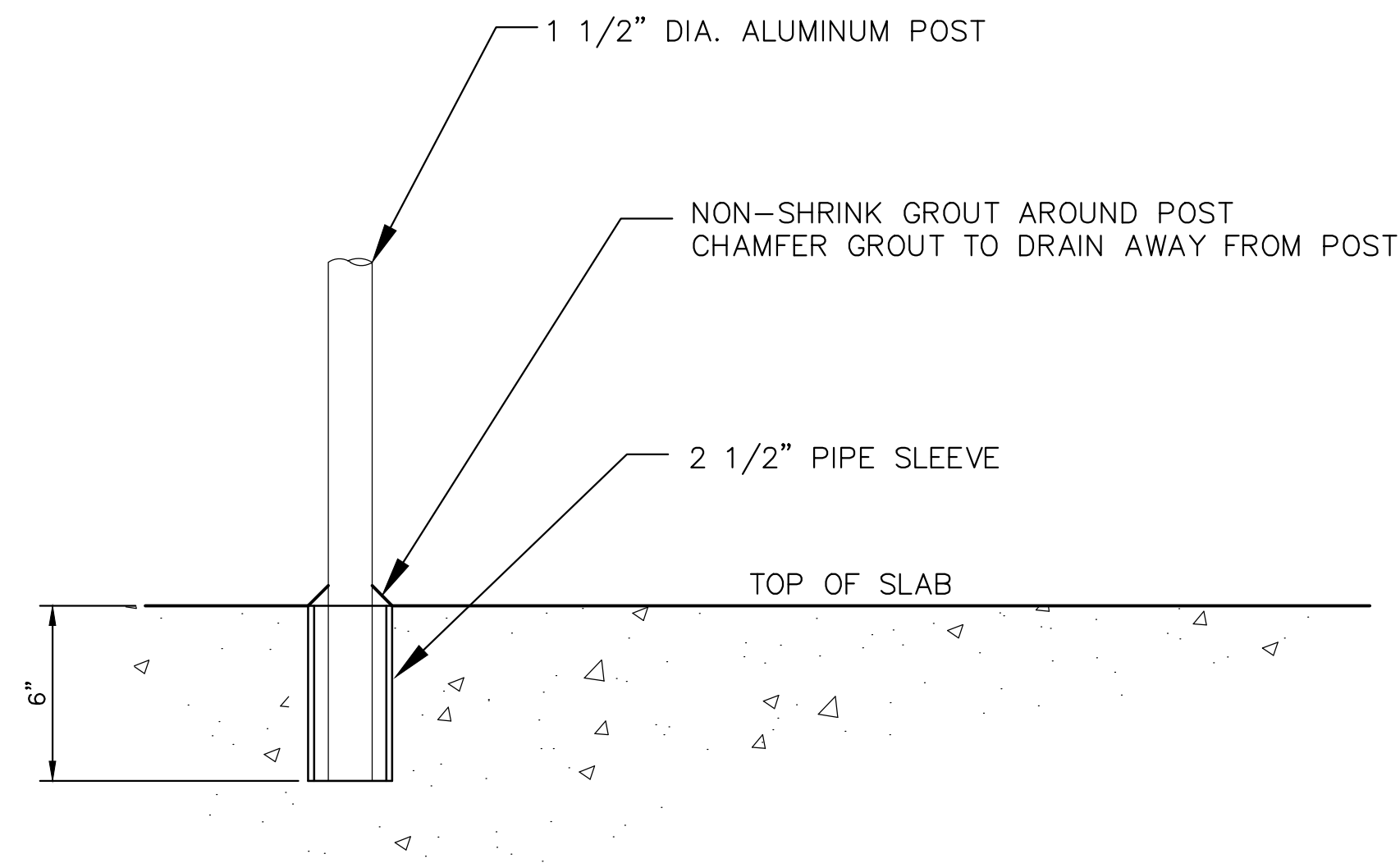
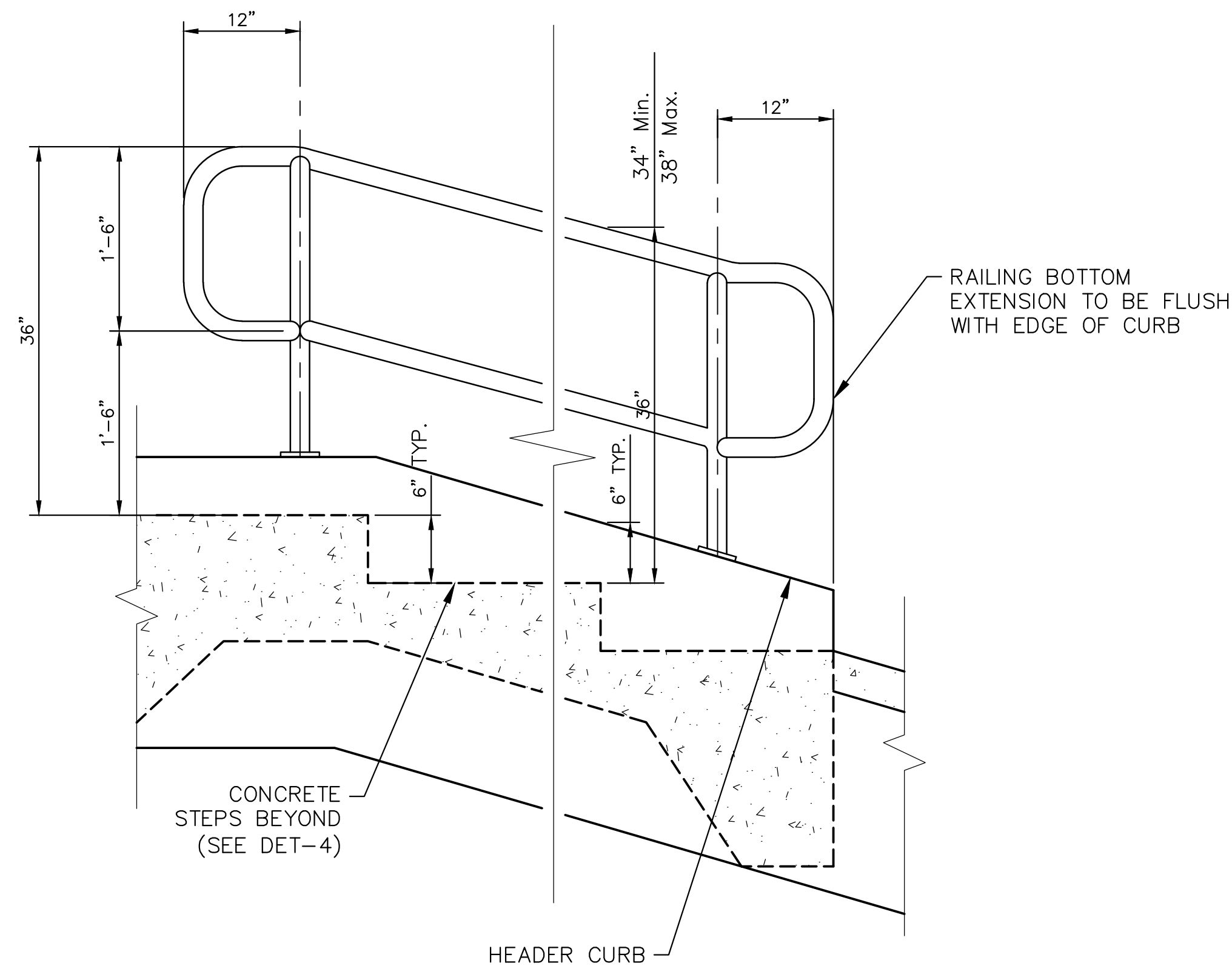
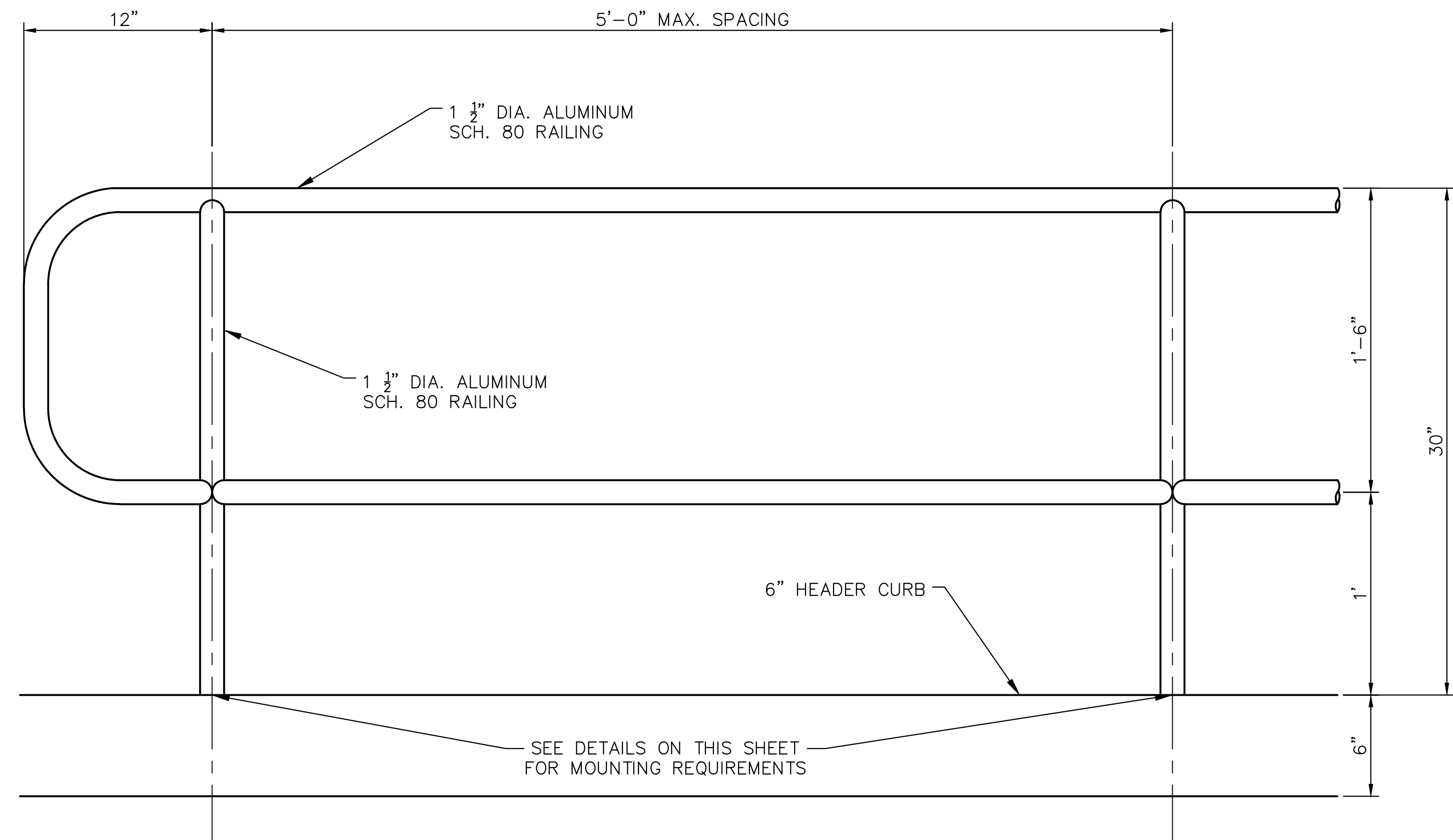
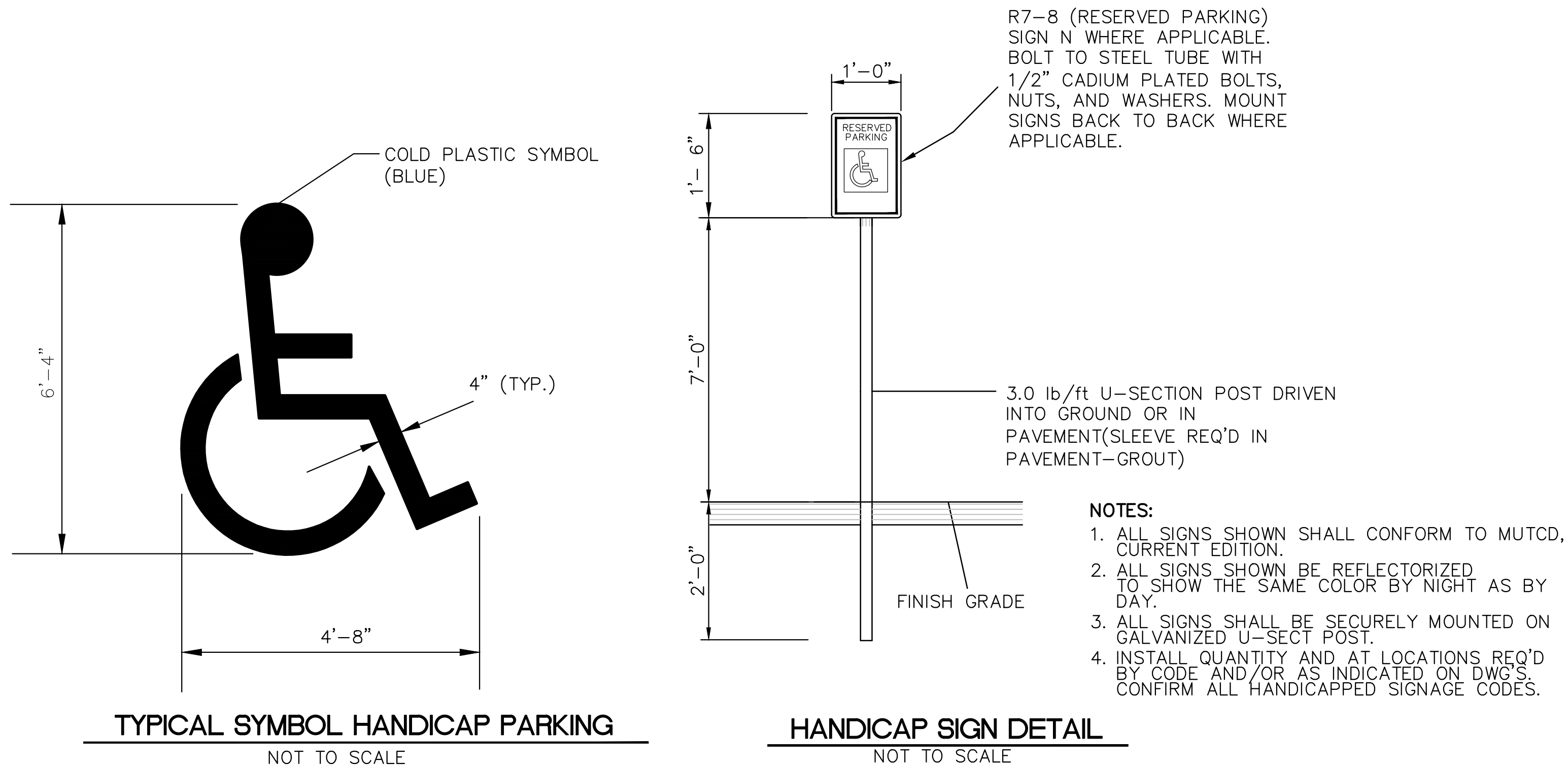
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

NEEL-SCHAFFER
Solutions you can build upon

CONSTRUCTION
DETAILS

WORKING NUMBER:
DET-1

DRAWING NUMBER:
19



CONCRETE STRUCTURE (EMBEDDED)
NOT TO SCALE

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REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
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SURVEYED BY: NEEL-SCHAFFER	
DSGN: GPC	DATE: 11/2024
DRWN: SWB	DATE: 11/2024
CHKD:	DATE:
QA/QC:	DATE:

**SIMS ROAD BOAT RAMP
IMPROVEMENTS**

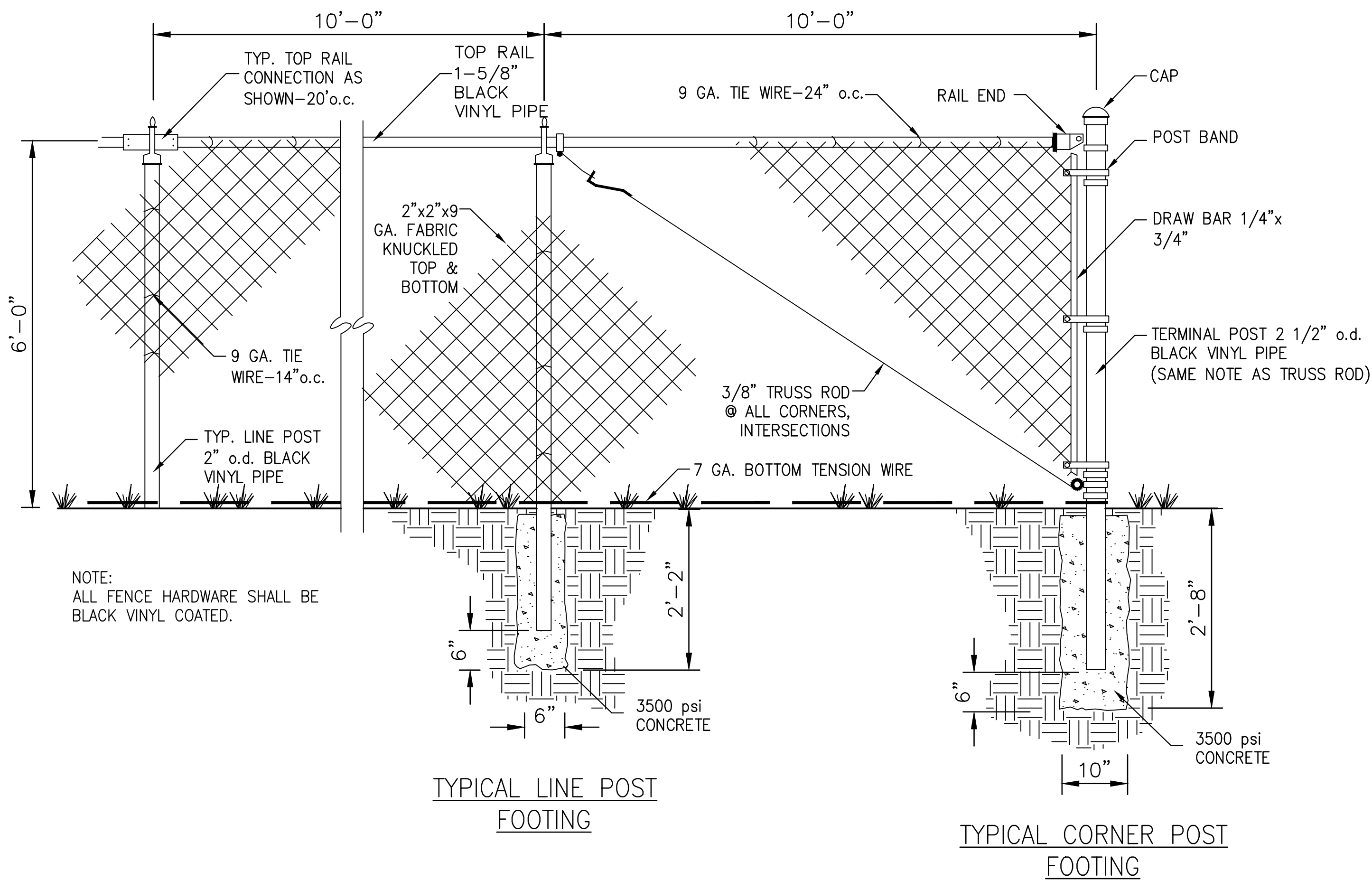
**CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY**



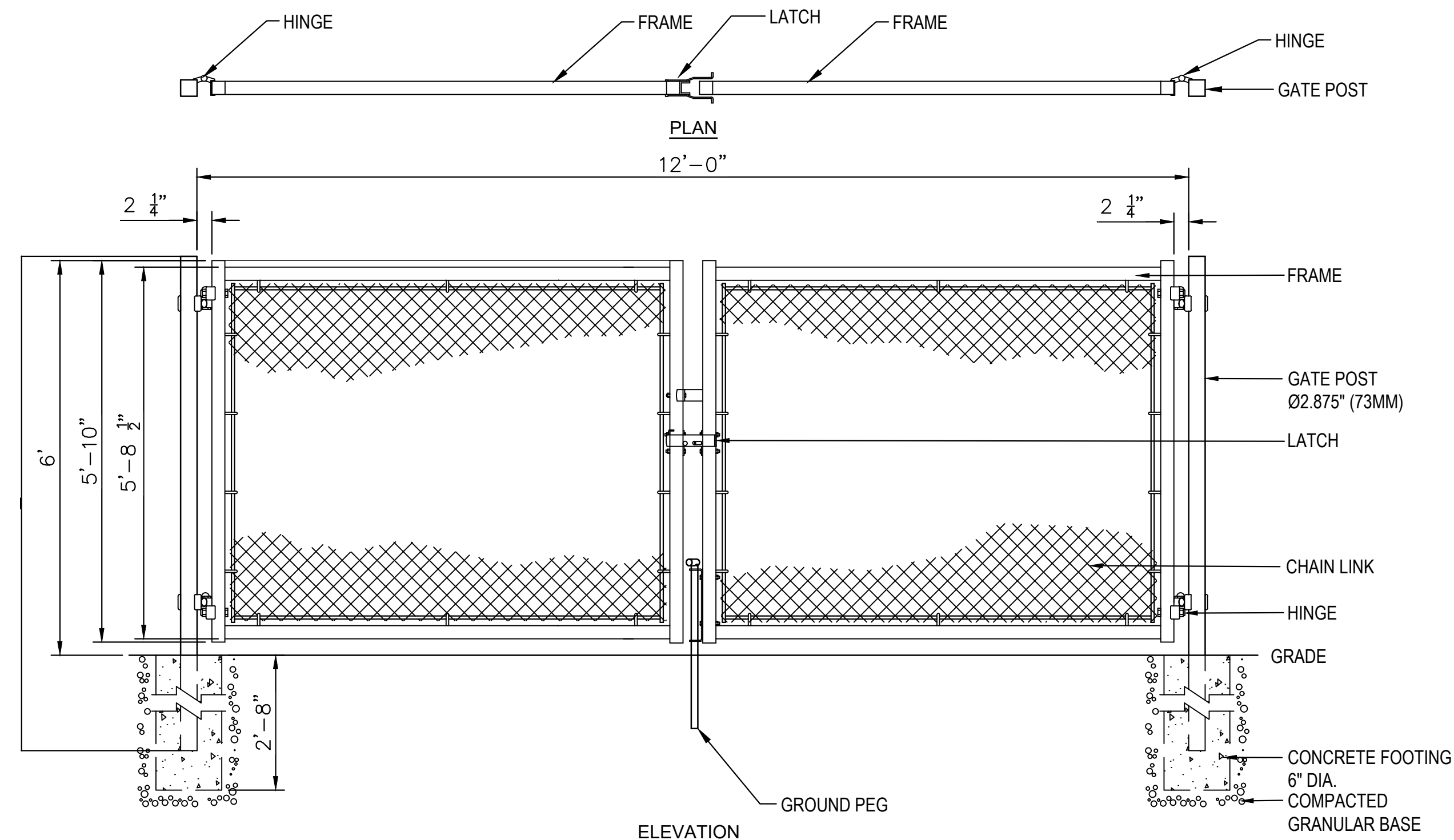
**CONSTRUCTION
DETAILS**

WORKING NUMBER:
DET-2

DRAWING NUMBER:
20



CHAINLINK FENCE DETAIL (TYP.)
NOT TO SCALE



12' WIDE CHAINLINK DOUBLE GATE DETAIL
NOT TO SCALE

NOTICE TO DRAWING HOLDER

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REVISIONS				DRAWING INFORMATION	
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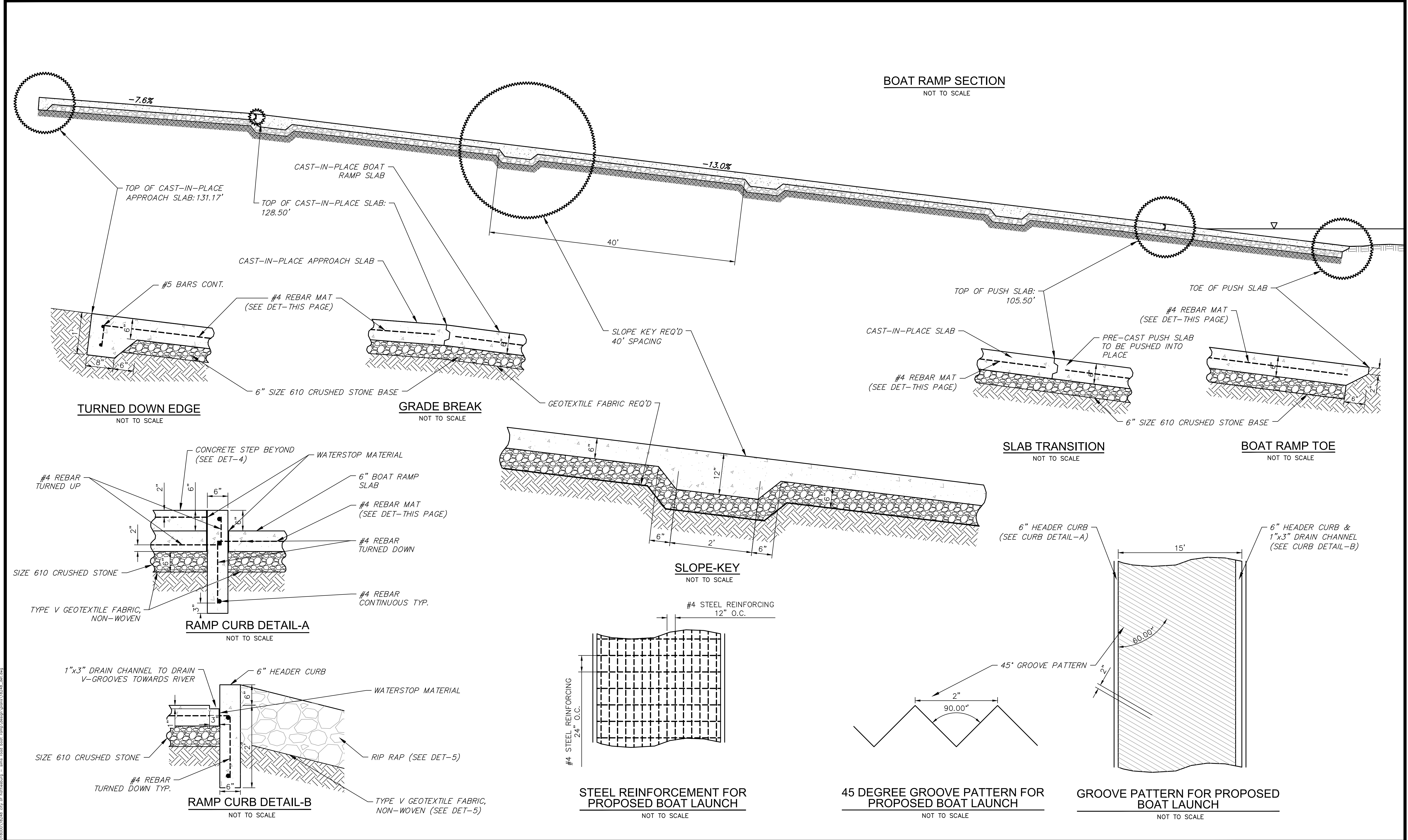
**SIMS ROAD BOAT RAMP
IMPROVEMENTS**

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

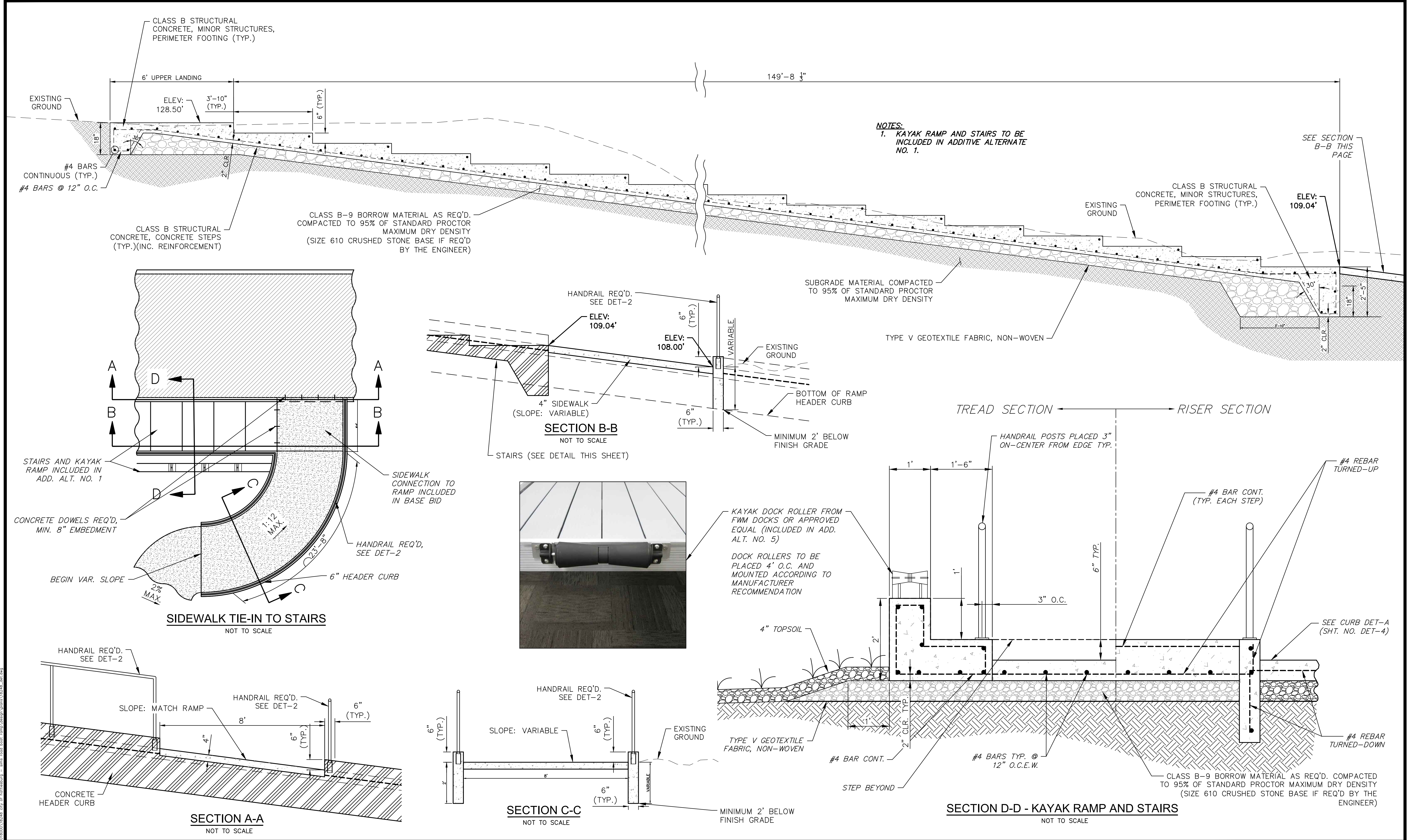


FENCE DETAILS

WORKING NUMBER: DET-3	DRAWING NUMBER: 21
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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 18248					
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					DSGN: GPC	DATE: 11/2024				
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					QA/QC:	DATE:				



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REVISIONS			
NO.	DATE	BY	DESCRIPTION

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SURVEYED BY: NEEL-SCHAFFER			
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DRWN: SWB	DATE: 11/2024		
CHKD:	DATE:		
QA/QC:	DATE:		

SIMS ROAD BOAT RAMP IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

NEEL-SCHAFFER

Solutions you can build upon

BOAT RAMP STAIR DETAILS - ADD. ALT. 1 & 5	
WORKING NUMBER:	DRAWING NUMBER:
DET-5	23



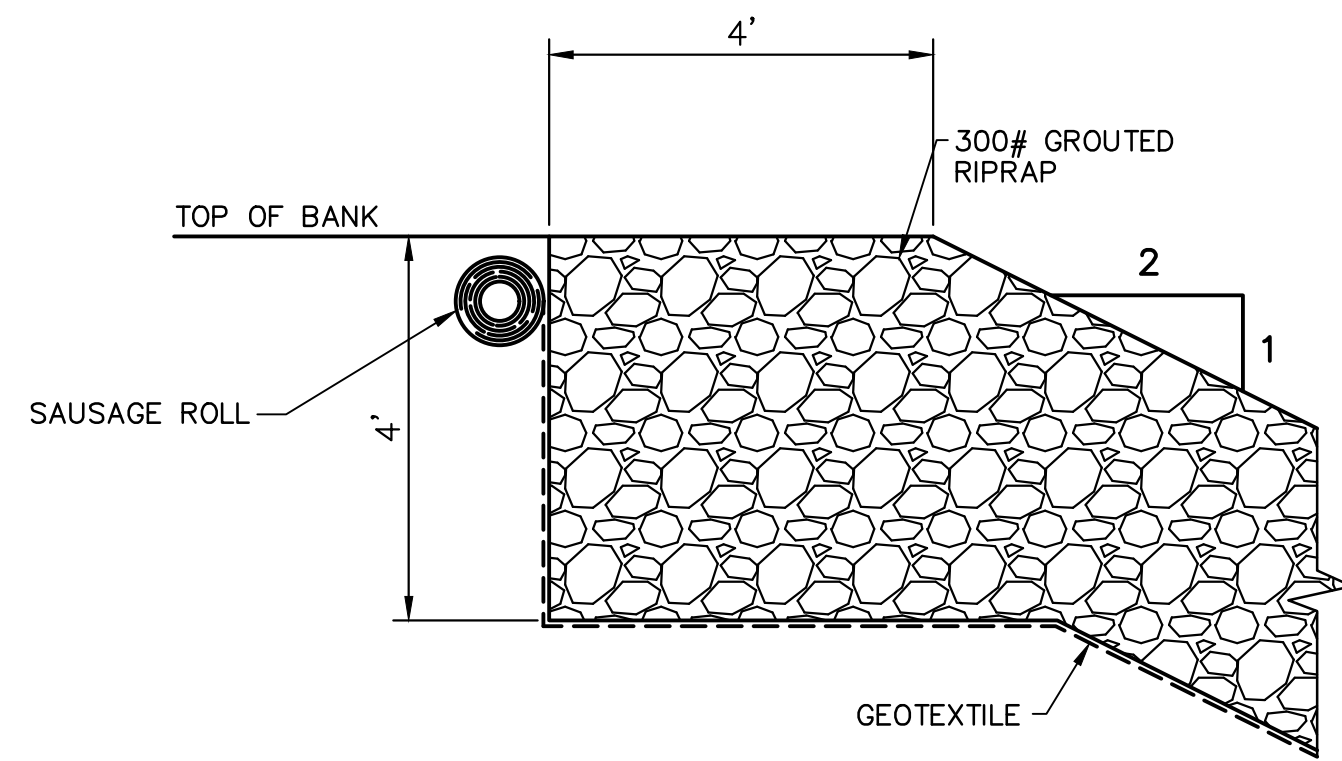
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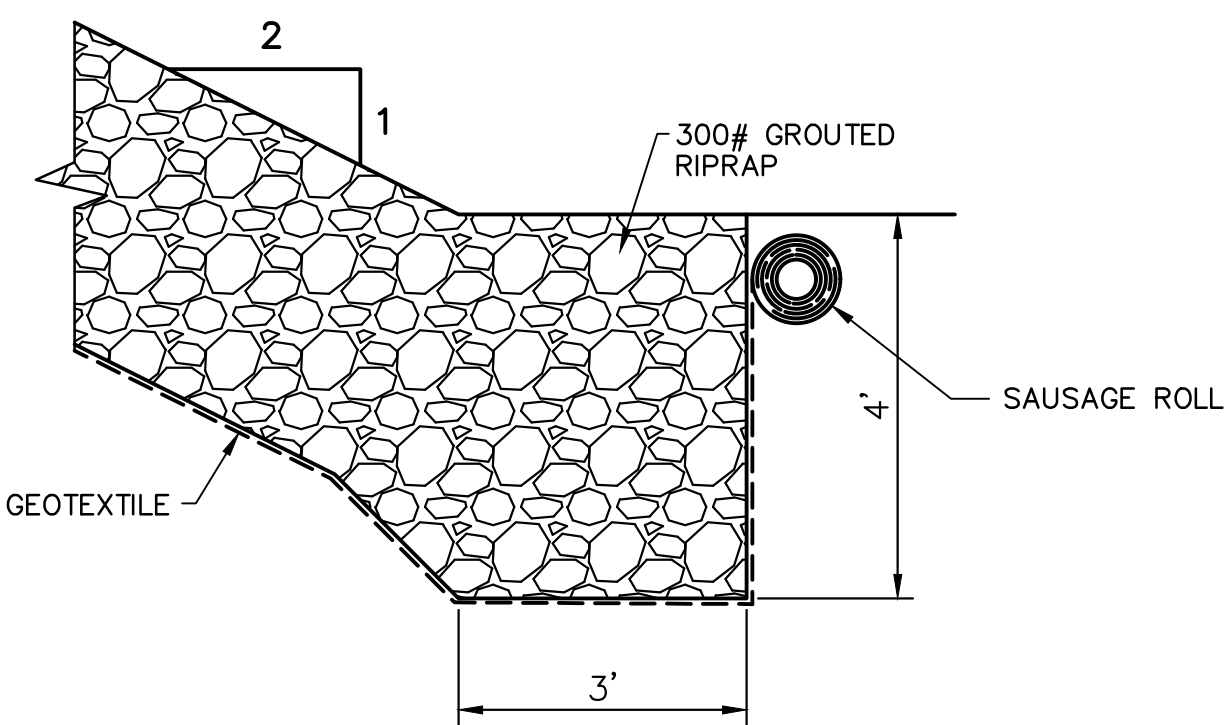
NEEL-SCHAFFER
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DRAWING NUMBER:
24

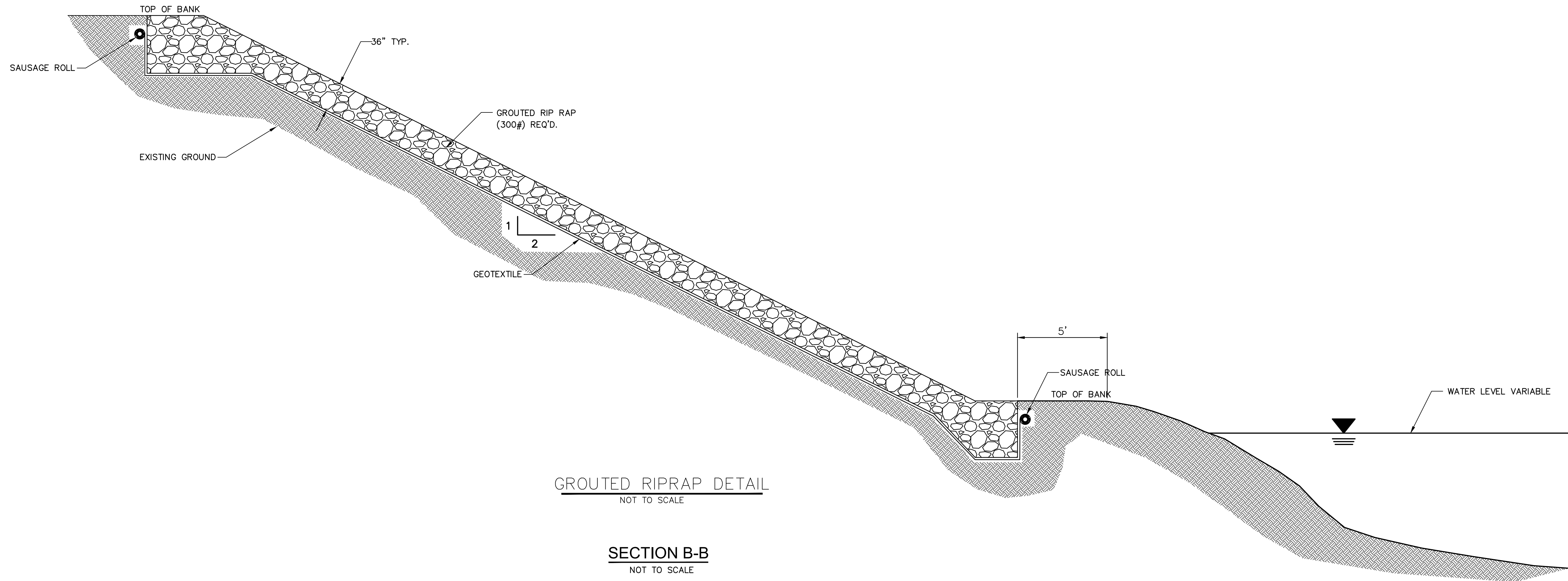


KEY AT TOP OF BANK
NOT TO SCALE

NOTE
TOEWALL WILL BE INSTALLED
ALONG ALL RIVERBED EDGES



TOEWALL DETAIL
NOT TO SCALE



GROUTED RIPRAP DETAIL
NOT TO SCALE

SECTION B-B
NOT TO SCALE

10/21/2024 8:02 AM \\s:\projects\001500\001500\18248_city_of_hattiesburg - sims road boat ramp\design\p\18248_det.dwg

NOTICE TO DRAWING HOLDER

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

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N-S PROJECT NO.: 18248	
FILENAME: 18248_DET.dwg	
SCALE: NOT TO SCALE	
SURVEYED BY: NEEL-SCHAFFER	
DSGN: GPC	DATE: 11/2024
DRWN: SWB	DATE: 11/2024
CHKD:	DATE:
QA/QC:	DATE:

SIMS ROAD BOAT RAMP
IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

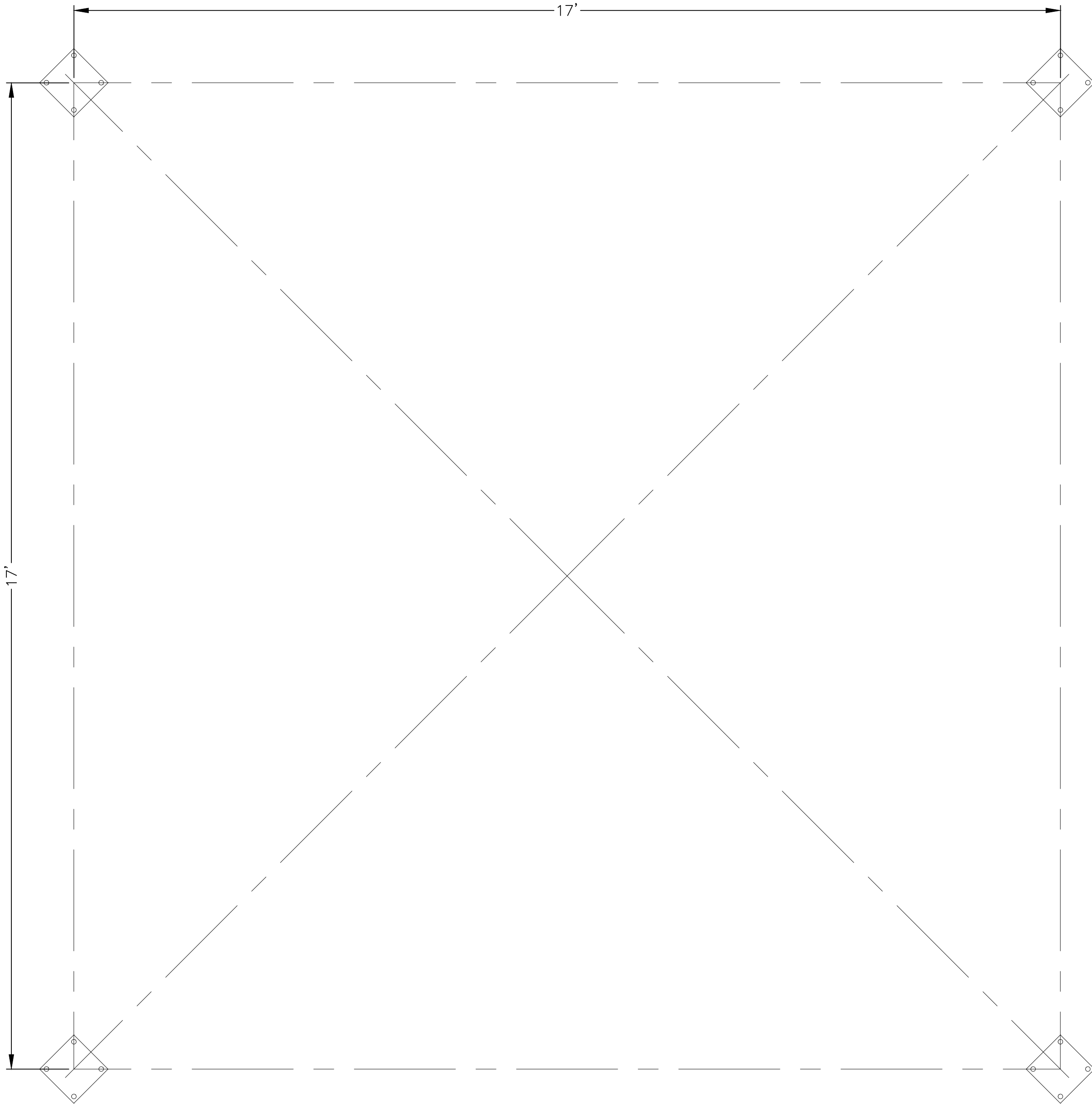


BOAT RAMP
RIP RAP DETAILS
SECTION B-B

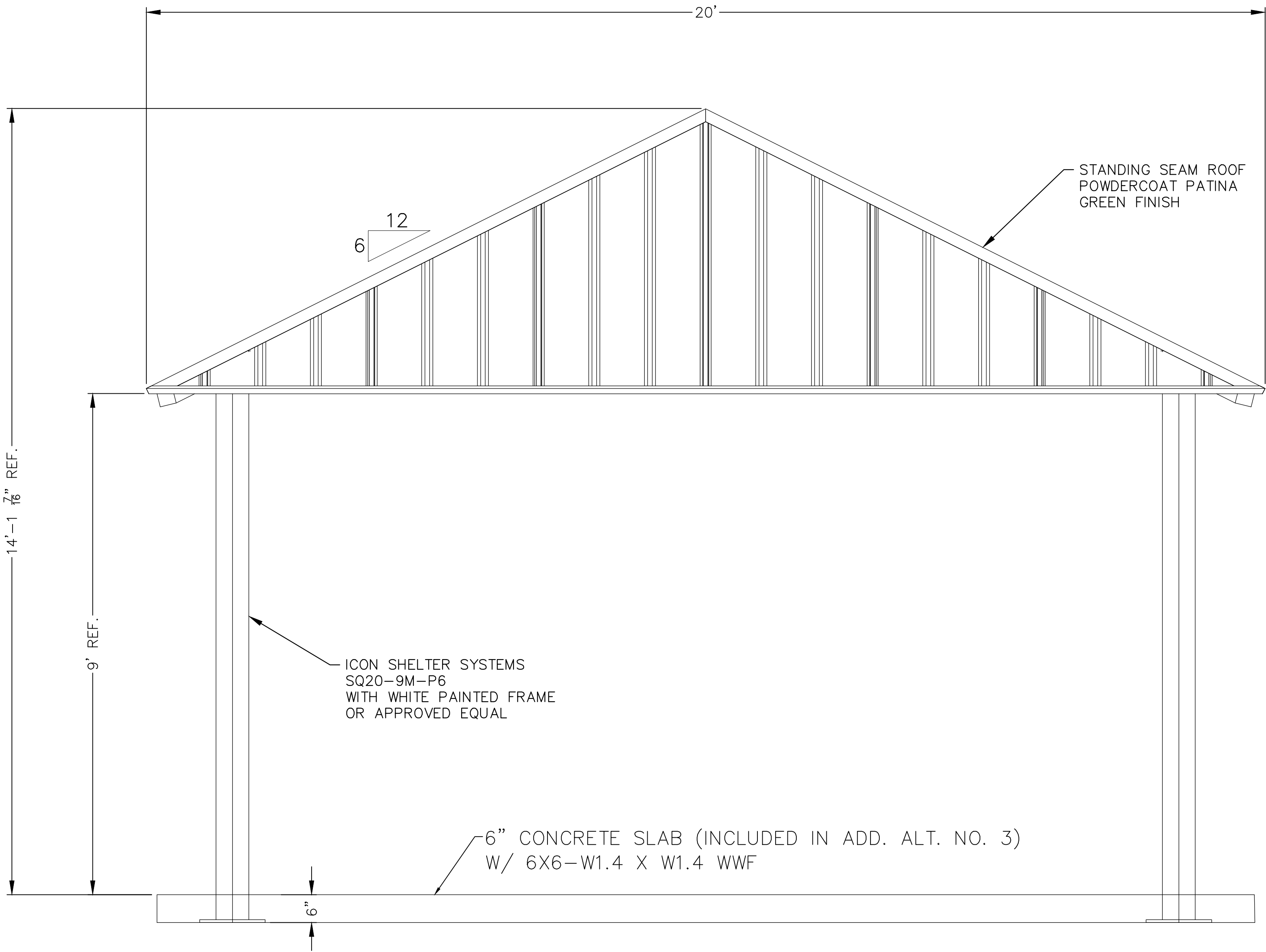
WORKING NUMBER:
DET-7

DRAWING NUMBER:
25

10/21/2024 8:02 AM \\projects\001500\001500\18248_city of hattiesburg - sims road boat ramp\design\pdp\18248_det.dwg



PLAN VIEW
NOT TO SCALE



END ELEVATION
NOT TO SCALE

REF. WKG. NO. GEO-1 FOR
SHADE SHELTER LOCATIONS

NOTICE TO DRAWING HOLDER
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REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N-S PROJECT NO.: 18248	
FILENAME: 18248_DET.dwg	
SCALE: NOT TO SCALE	
SURVEYED BY: NEEL-SCHAFFER	
DSGN: GPC	DATE: 11/2024
DRWN: SWB	DATE: 11/2024
CHKD:	DATE:
QA/QC:	DATE:

SIMS ROAD BOAT RAMP
IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

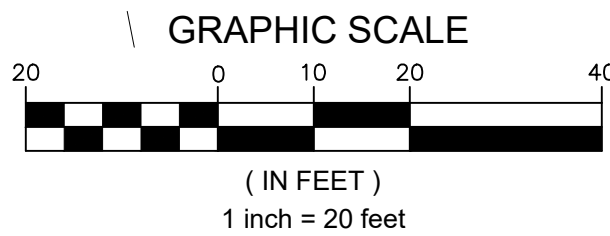
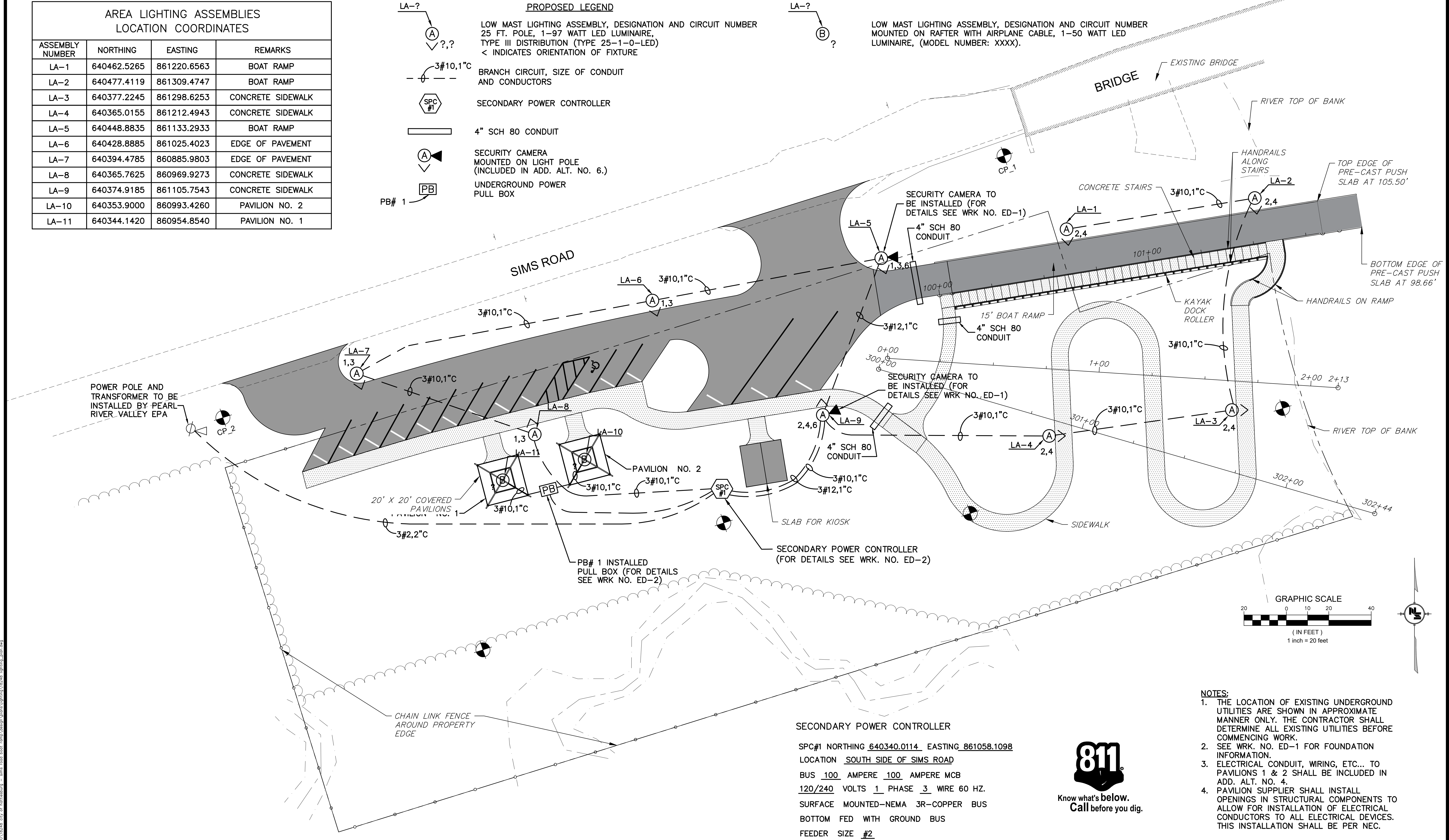
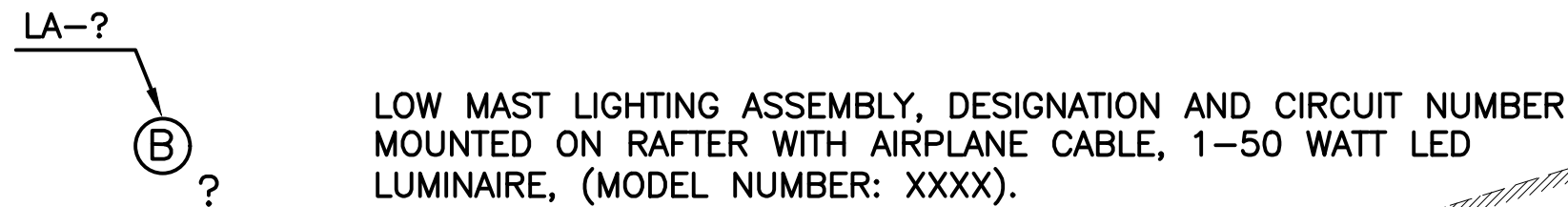
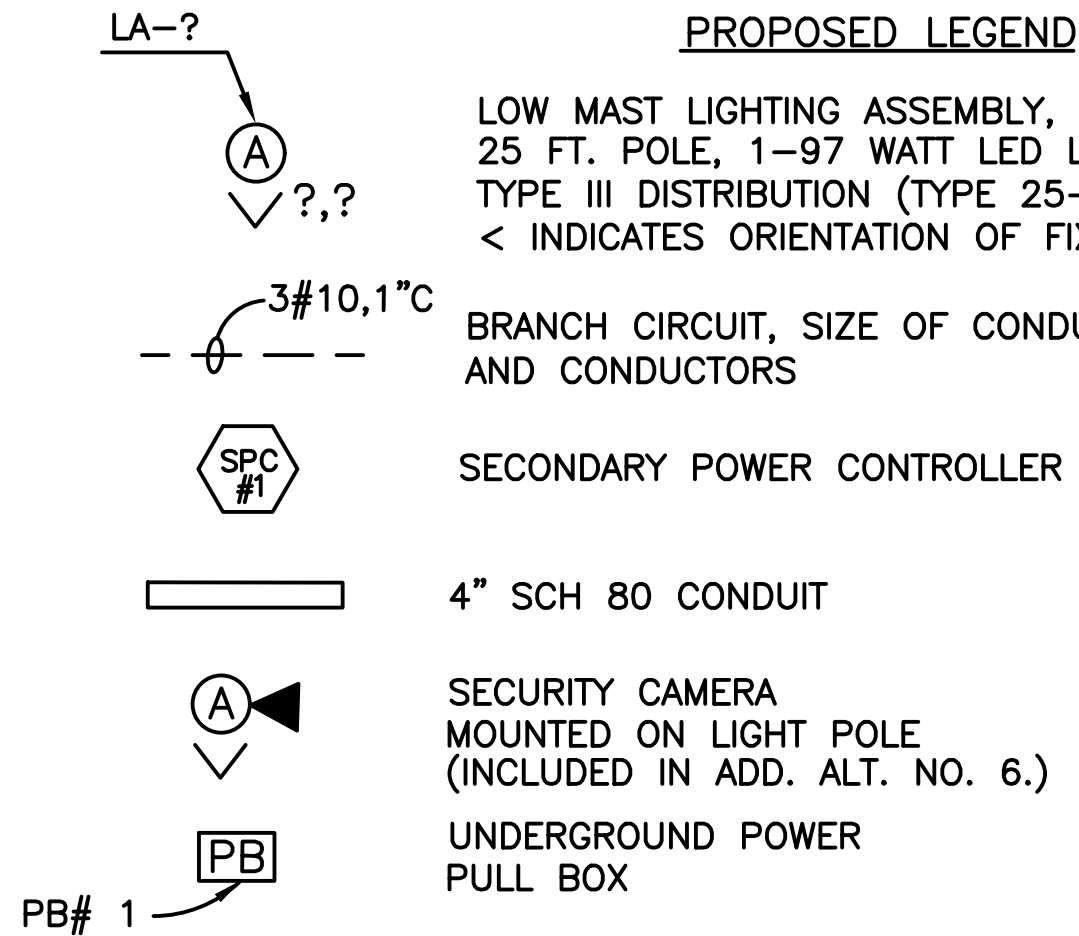


SHADED SHELTER -
ADD. ALT. NO. 4

WORKING NUMBER: DET-8	DRAWING NUMBER: 26
--------------------------	-----------------------

10/25/2024 1:02 PM c:\projects\0015000\0015000\18248_city_of_hattiesburg_-_sims_road_boa_ramp\design\neel_schaffer\18248_lighting_plan.dwg

AREA LIGHTING ASSEMBLIES LOCATION COORDINATES			
ASSEMBLY NUMBER	NORTHING	EASTING	REMARKS
LA-1	640462.5265	861220.6563	BOAT RAMP
LA-2	640477.4119	861309.4747	BOAT RAMP
LA-3	640377.2245	861298.6253	CONCRETE SIDEWALK
LA-4	640365.0155	861212.4943	CONCRETE SIDEWALK
LA-5	640448.8835	861133.2933	BOAT RAMP
LA-6	640428.8885	861025.4023	EDGE OF PAVEMENT
LA-7	640394.4785	860885.9803	EDGE OF PAVEMENT
LA-8	640365.7625	860969.9273	CONCRETE SIDEWALK
LA-9	640374.9185	861105.7543	CONCRETE SIDEWALK
LA-10	640353.9000	860993.4260	PAVILION NO. 2
LA-11	640344.1420	860954.8540	PAVILION NO. 1



- NOTES:
- THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN APPROXIMATE MANNER ONLY. THE CONTRACTOR SHALL DETERMINE ALL EXISTING UTILITIES BEFORE COMMENCING WORK.
 - SEE WRK. NO. ED-1 FOR FOUNDATION INFORMATION.
 - ELECTRICAL CONDUIT, WIRING, ETC... TO PAVILIONS 1 & 2 SHALL BE INCLUDED IN ADD. ALT. NO. 4.
 - PAVILION SUPPLIER SHALL INSTALL OPENINGS IN STRUCTURAL COMPONENTS TO ALLOW FOR INSTALLATION OF ELECTRICAL CONDUCTORS TO ALL ELECTRICAL DEVICES. THIS INSTALLATION SHALL BE PER NEC.

SECONDARY POWER CONTROLLER

SPC#1 NORTHING 640340.0114 EASTING 861058.1098

LOCATION SOUTH SIDE OF SIMS ROAD

BUS 100 AMPERE 100 AMPERE MCB

120/240 VOLTS 1 PHASE 3 WIRE 60 HZ.

SURFACE MOUNTED-NEMA 3R-COPPER BUS

BOTTOM FED WITH GROUND BUS

FEEDER SIZE #2



NOTICE TO DRAWING HOLDER

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REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION		
				N-S PROJECT NO.: 18248	
				FILENAME: 18248_Lighting_Plan.dwg	
				SCALE: 1"=20'	
				SURVEYED BY: NEEL-SCHAFFER	
				DSGN: DS/VR	DATE: 08/2024
				DRWN: JEM	DATE: 08/2024
				CHKD: GPC	DATE: 08/2024
				QA/QC:	DATE:

SIMS ROAD BOAT RAMP
IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



LIGHTING PLAN

WORKING NUMBER:	DRAWING NUMBER:
LP-1	E1



This technical drawing illustrates the internal components and structural details of a utility vault. The vault is shown as a rectangular structure with a hatched pattern representing its walls and floor. The top of the vault is at "FINISHED GRADE OR SIDEWALK" level.

Key components and labels include:

- POLE**: The vertical structure at the top of the vault.
- 2 THHN CONDUCTORS** and **1 THHN GROUND**: Wires running from the pole into the vault.
- BREAKAWAY IN LINE FUSE HOLDER WITH 5 AMP FUSES**: Located near the top of the vault.
- POWER CABLE (TYP.)**: A cable entering the vault from the side.
- GROUNDING LUG**: A point where the grounding conductor is attached.
- #6 SOLID BARE COPPER GROUNDING CONDUCTOR**: A thick wire running through the vault.
- FRANGIBLE COUPLING**: A component used to connect the grounding conductor.
- BUSH**: A protective fitting where the grounding conductor enters the vault.
- 6"**: A vertical dimension indicating the height of the top section of the vault.
- 24"**: A vertical dimension indicating the height of the main body of the vault.
- 2'-0"**: A horizontal dimension indicating the width of the vault.
- ER IN 3/4" RIGID EXOTHERMIC AND ROD**: A rod passing through the vault.
- ADAPTER**: A component used to connect the rod to the vault wall.
- CIRCUIT CAMERA**: A device used for inspecting the interior of the vault.
- POLE**: The vertical structure at the bottom of the vault.
- RIGID CONDUIT - GALVANIZED**: A pipe used for routing wires.
- 4" ANCHOR ANGLE BENDS**: Structural components used to anchor the vault.
- PLATED STEEL**: The material used for the vault's structure.
- SECURE BRAN**: A label for a secure branch connection.

WIRING DIAGRAM

N.T.S.



TYPICAL BREAKAWAY BASES

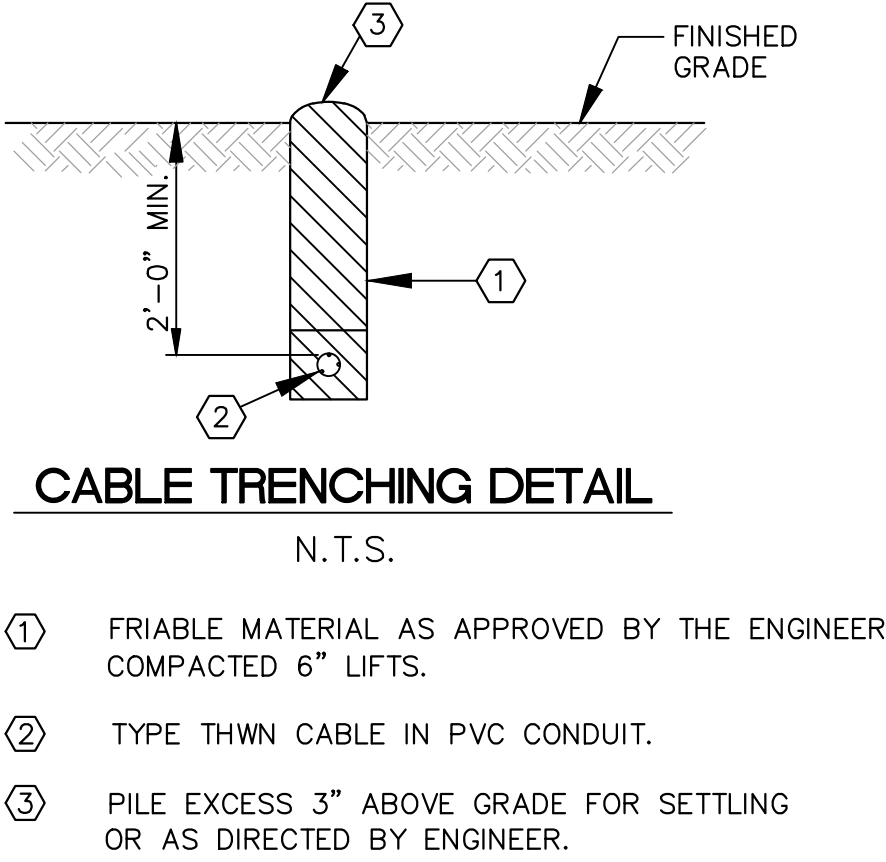
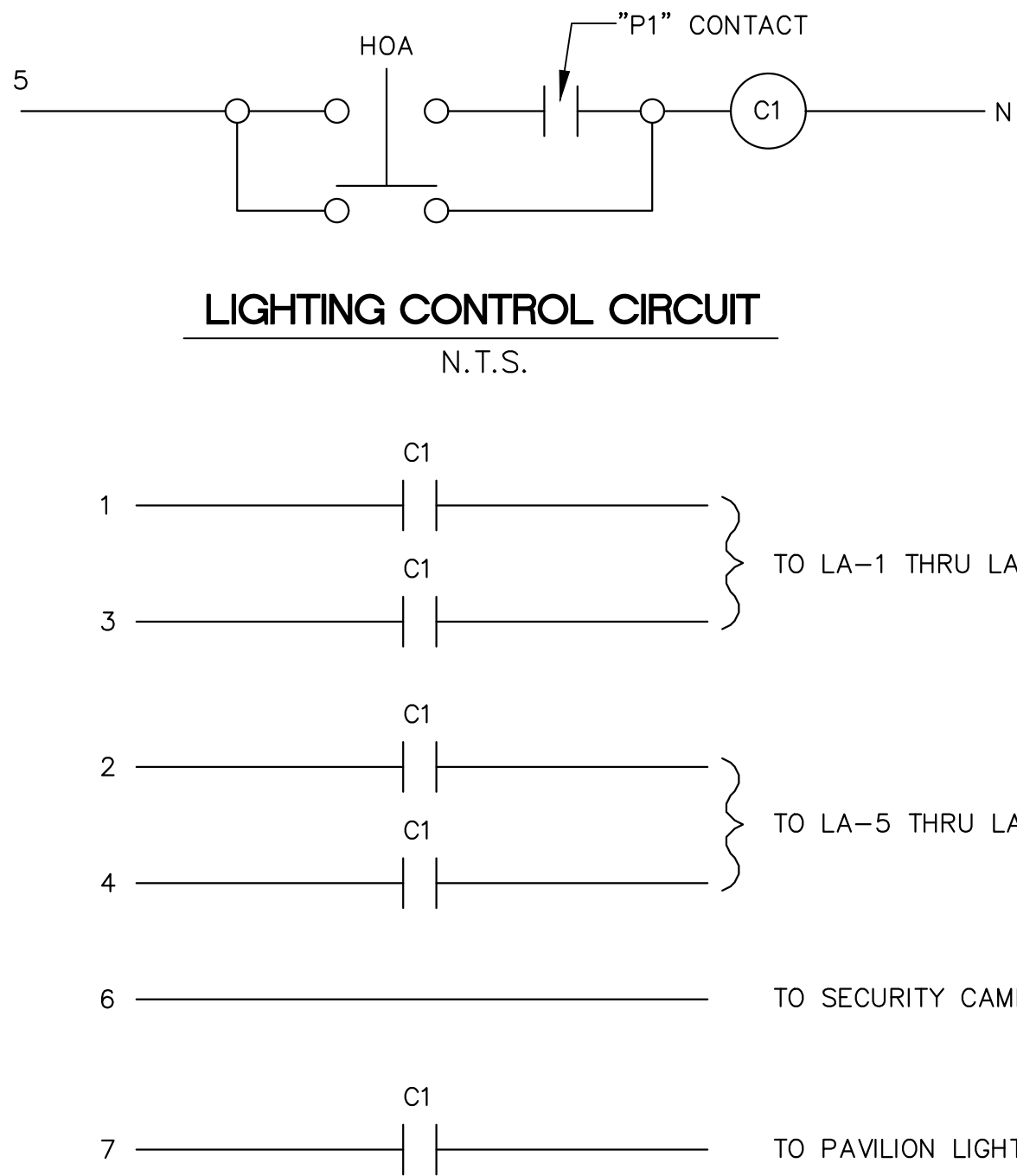
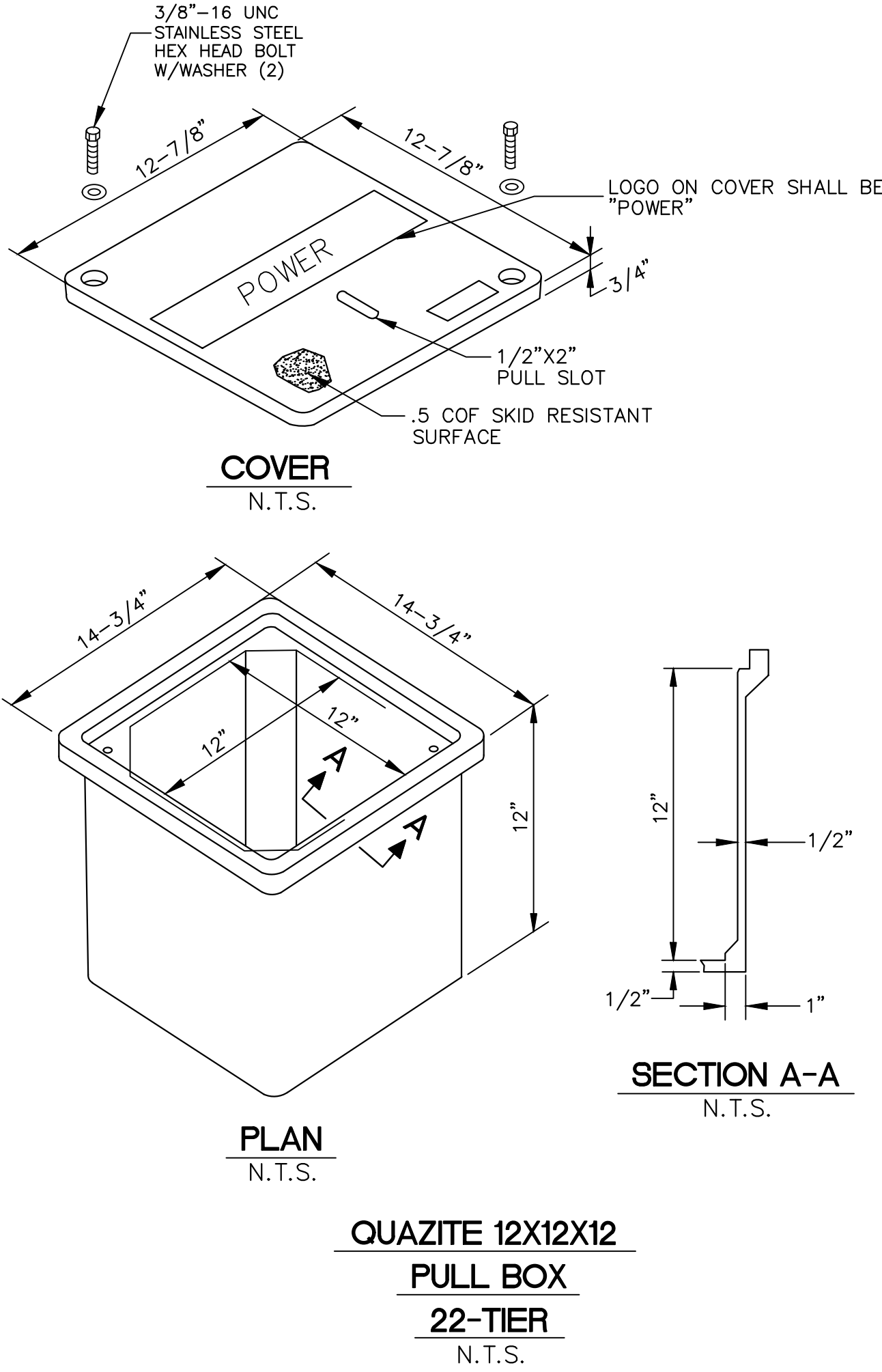
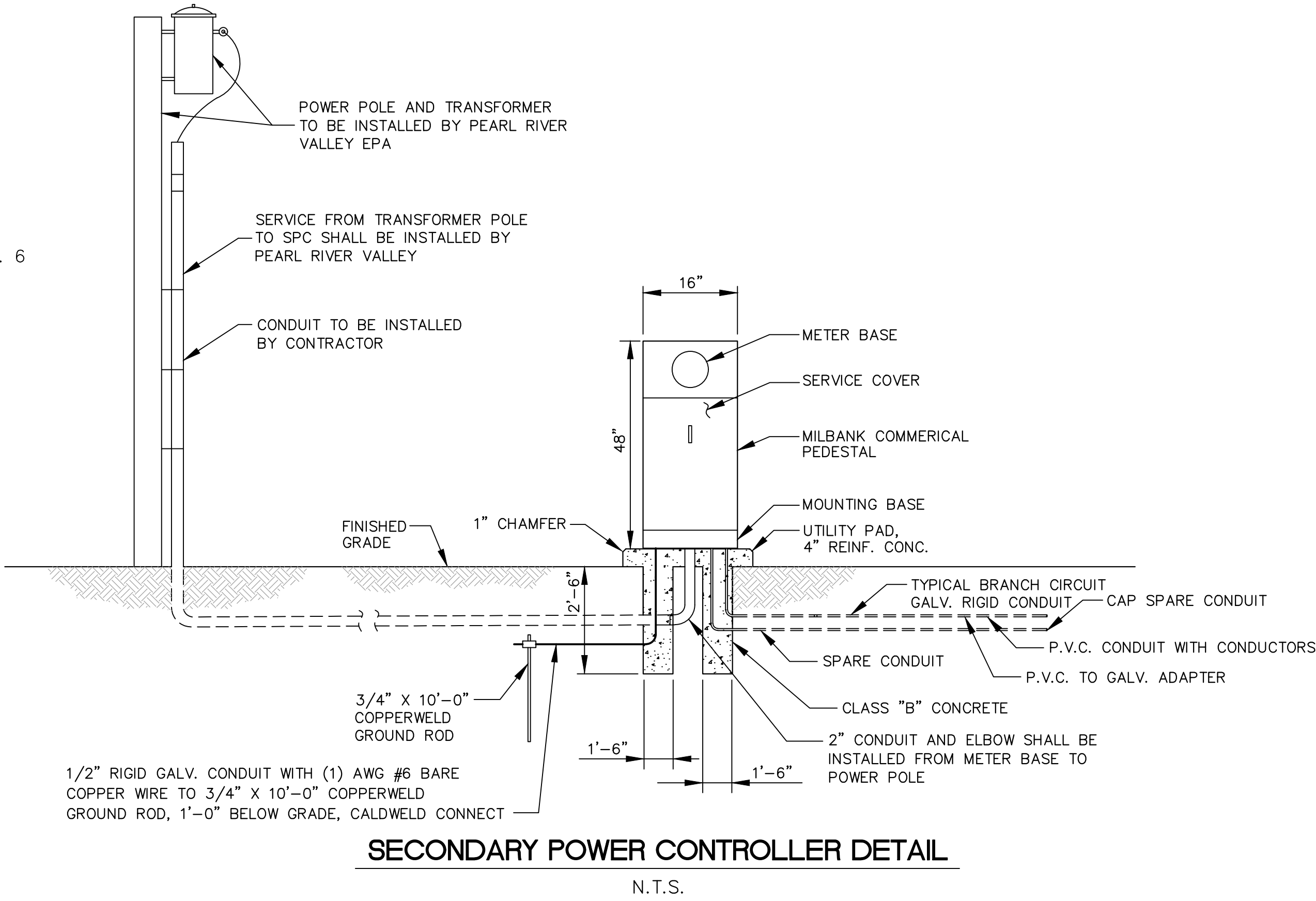
N.T.S.

- NOTES:
1. KEEPER PLATE IS FABRICATED FROM #28 GAUGE GALVANIZED SHEET STEEL. ONE (1) FURNISHED WITH EACH POLE EQUIPPED WITH SLIP BASE.
 2. SLIP ANCHOR PLATE IS FABRICATED FROM STEEL PLATE CONFORMING TO ASTM A-36 WITH MINIMUM YIELD STRENGTH OF 36 KSI
ONE (1) SLIP ANCHOR PLATE IS FURNISHED WITH EACH SLIP BASE EQUIPPED POLE.
 3. BREAKAWAY DEVICES MUST MEET THE REQUIREMENTS OF THE 2001 AASHTO STANDARD SPECIFICATIONS OF STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS.
 4. CONTRACTOR SHALL LIMIT THE AMOUNT OF WIRE USED IN THE BASE OF THE BREAKAWAY DEVICE SO THAT THE CIRCUIT WILL ELECTRICALLY DISCONNECT AS CLOSE AS POSSIBLE TO THE TOP OF THE FOUNDATION. WHEN STRUCK BY AN ERRANT VEHICLE.
 5. CONDUIT PROJECTING INTO THE POLE SHALL BE CUT OFF LOW ENOUGH TO ENSURE IT DOES NOT EFFECT THE OPERATION OF THE BREAKAWAY DEVICE. IN NO INSTANCE SHALL THE CONDUIT PROJECT ABOVE THE MAXIMUM 4" STUB HEIGHT.
 6. IF A DECORATIVE SHELL OR CASTING IS REQUIRED FOR AESTHETIC, DOCUMENTS SHALL BE SUBMITTED BY MANUFACTURER INDICATING THE DEVICES MEET THE AASHTO BREAKAWAY REQUIREMENTS.



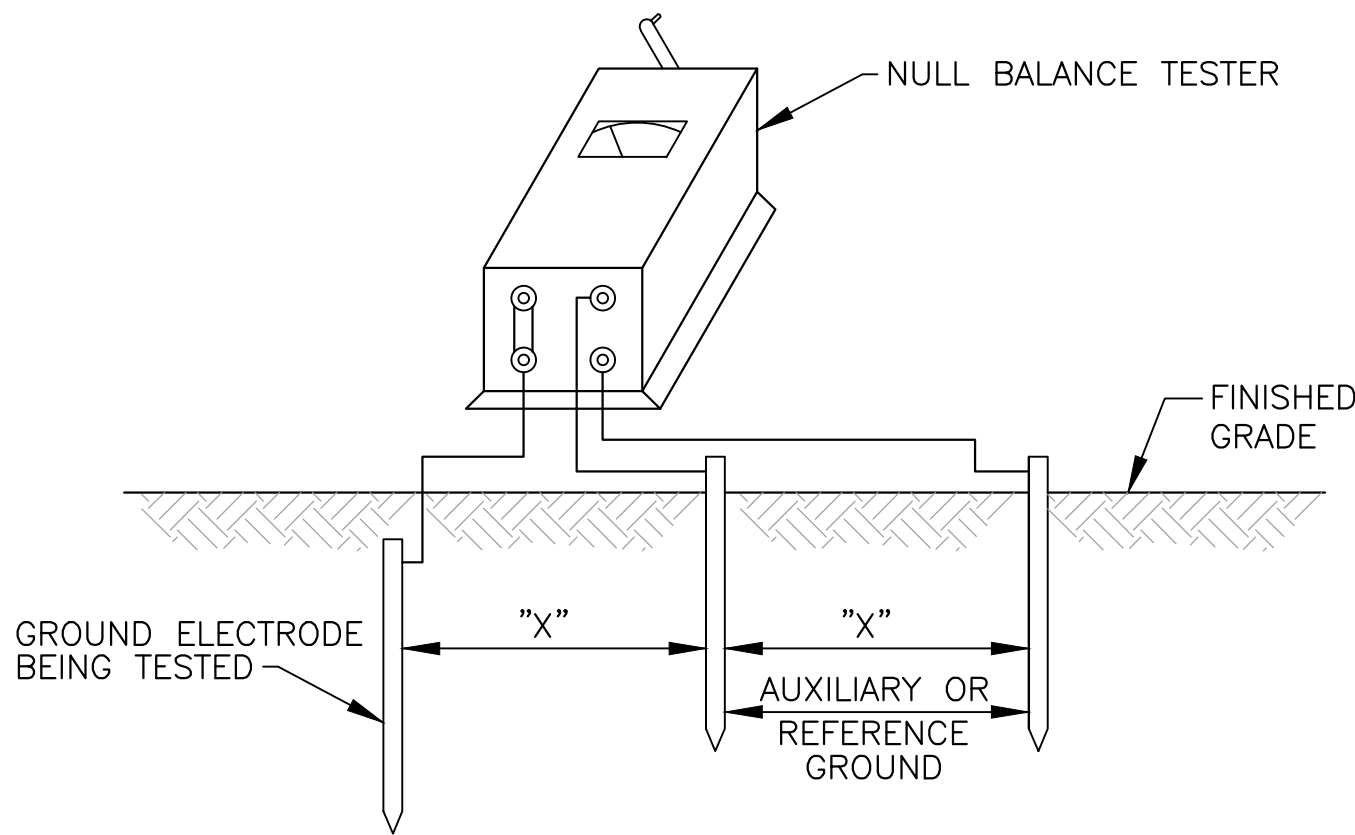
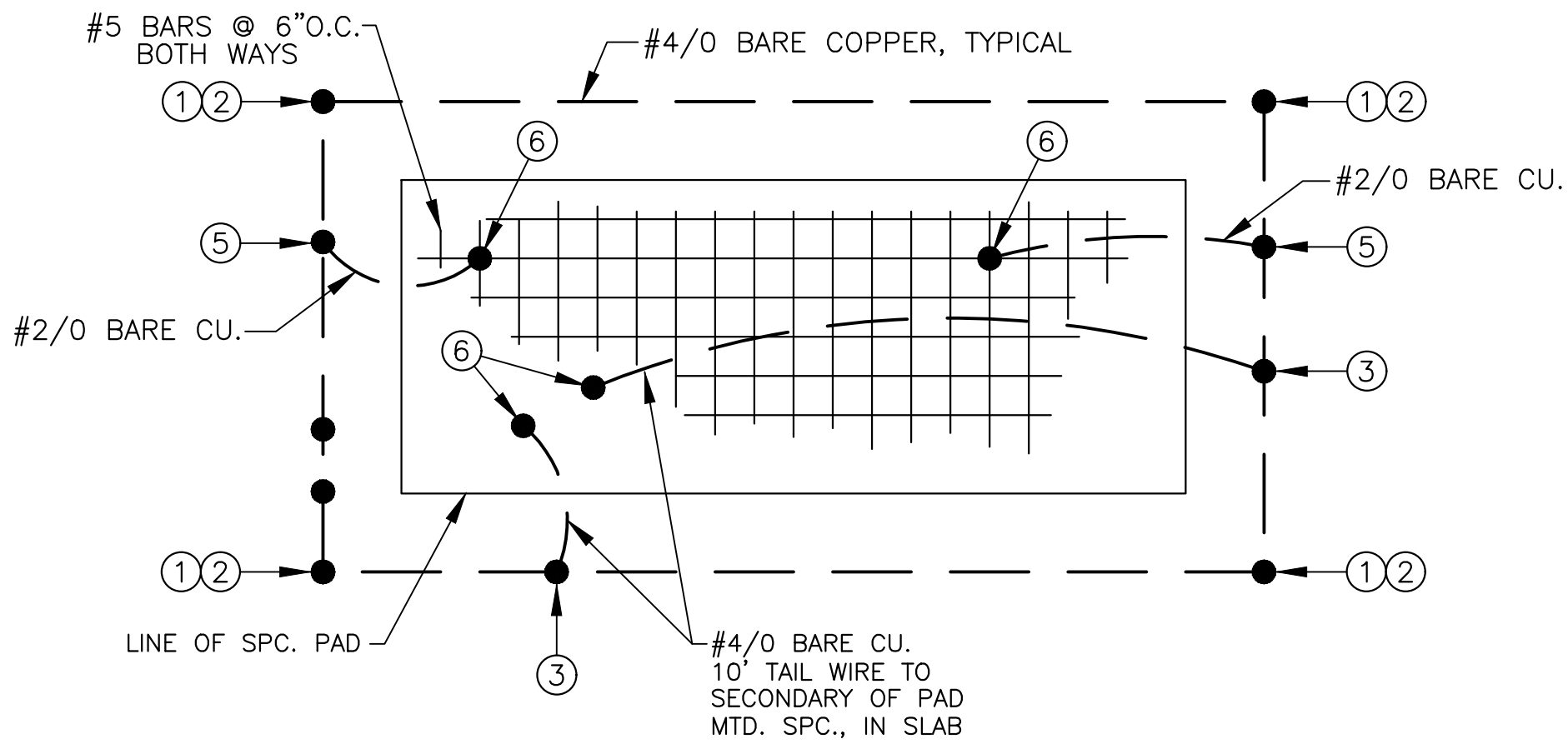
SPC PANEL SCHEDULE											
CIRCUIT NUMBER	WIRE SIZE	BREAKER SIZE	DESCRIPTION OF LOAD	LOAD KVA	KVA PER PHASE		LOAD KVA	DESCRIPTION OF LOAD	BREAKER SIZE	WIRE SIZE	CIRCUIT NUMBER
					A	B					
1	#10	20A/2P	LA-5 THRU LA-8	0.25	0.55		0.30	LA-1 THRU LA-4, LA-9	20A/2P	#10	2
3	#10	—	—	0.25		0.55	0.30	—	—	#10	4
5	#10	20A/1P	LIGHTING CONTROLS	0.10	0.20		0.10	SECURITY CAMERAS	20A/1P	#12	6
7	#10	20A/1P	PAVILION LIGHTING	0.10		0.10					8
9											10
11											12
13											14
15											16
17											18
19											20
21											22
23											24
25											26
27											28
29											30
SPC PANEL LOCATED ON STRUCTURE			TOTAL KVA	0.75	0.65	SERVICE CHARACTERISTICS: 120/240 – 1 PHASE – 3 WIRE – 60 Hz. 100 AMP. MAIN BREAKER WITH 100 AMP. BUS PROVIDE GROUND BUS					
			GRAND CONNECTED TOTAL KVA	1.40							

INCLUDED IN ADD. ALT. NO. 6



NOTICE TO DRAWING HOLDER	REVISIONS				DRAWING INFORMATION		SIMS ROAD BOAT RAMP IMPROVEMENTS	CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY	NEEL-SCHAFFER Solutions you can build upon	ELECTRICAL DETAILS II	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO:	18248				WORKING NUMBER:	DRAWING NUMBER:
NEEL-SCHAFFER, INC., HEREAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.					FILENAME:	18248 Elec-Det-2.dwg				ED-2	E3
					SCALE:	N.T.S.					
					SURVEYED BY:	NEEL-SCHAFFER					
					DSGN:	DS/VR DATE: 11/2024					
					DRWN:	JEM DATE: 11/2024					
					CHKD:	GPC DATE: 11/2024					
					QA/QC:	DATE:					

SCHEDULE GROUND GRID SYSTEM				
ITEM	DESCRIPTION	MANUFACTURER	CAT. NO.	REMARKS
①	3/4" x 10' COPPERCLAD GND. ROD	-----	-----	20' O.C. W/ TOP 1'-6" BELOW GRADE
②	CABLE TO GROUND ROD	ERICO "CADWELD"	GTC-162Q	W/ #115 WELD METAL
③	#4/0 CABLE #4/0 CABLE	ERICO "CADWELD"	TAC-2Q2Q	W/ #150 WELD METAL
④	#4/0 CABLE TO STEEL COLUMN	ERICO "CADWELD"	VBC-2Q	W/ #150 WELD METAL
⑤	#4/0 CABLE TO 2/0 CABLE	ERICO "CADWELD"	TAC-2Q2G	W/ #90 WELD METAL
⑥	#2/0 CABLE TO #5Ø REIN. BAR	ERICO "CADWELD"	RDM-5329	W/ #115 WELD METAL



- NOTES:**
- ① DISTANCE "X" SHALL BE THE SAME BUT NOT LESS THAN 50'. ALL RODS SHALL BE IN A STRAIGHT LINE.
 - ② ALL READINGS SHALL BE DONE IN THE ENGINEERS PRESENCE AND RECORDED FOR PERMANENT RECORD.
 - ③ THIS TEST IS TO BE PREFORMED ON EACH OF THE ELECTRICAL DISTRIBUTION SYSTEM GROUND GRIDS.

GROUND TEST DETAIL
N.T.S.

**DISTRIBUTION SYSTEM
GROUND GRID DETAIL**

N.T.S.
(TYPICAL FOR SECONDARY POWER CONTROLLER PAD)

10/25/2024 1:05 PM A:\projects\1015900\001800\18248 city of hattiesburg - sims road boat ramp\design\plans\18248 elec-det-3.dwg

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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO: 18248				WORKING NUMBER:	DRAWING NUMBER:
					FILENAME: 18248 Elec-Det-3.dwg				GGD-1	E4
					SCALE: N.T.S.					
					SURVEYED BY: NEEL-SCHAFER					
					DSGN: DS/VR DATE: 11/2024					
					DRWN: JEM DATE: 11/2024					
					CHKD: GPC DATE: 11/2024					
					QA/QC: DATE:					

10/25/2024 1:08 PM A:\projects\2019\001\001\001\18248_elec-Qty.dwg - sims road boat ramp\Design\Notes\Lighting\18248_elec-Qty.dwg

ESTIMATED QUANTITIES - LIGHTING																	
LIGHTING ASSEMBLY OR EQUIPMENT	NORTHING	EASTING	SECURITY CAMERA	SECONDARY POWER CONTROLLER	UNDERGROUND PULL BOX	LOW MAST TYPE		LAMP WATTS	IES TYPE	POLE LENGTH (FT)	CIRCUIT NUMBER	NUMBER OF LUMINAIRES	FOUNDATION CONCRETE CY.		UNGD. BRANCH CKT., AWG #, FT.		LOCATION
						A	B								3#10	3#2	
LA-1	640462.5265	861220.6563				1		97	III	25	2,4	1	1.16		90		BOAT RAMP
LA-2	640477.4119	861309.4747				1		97	III	25	2,4	1	1.16		100		BOAT RAMP
LA-3	640377.2245	861298.6253				1		97	III	25	2,4	1	1.16		90		CONCRETE SIDEWALK
LA-4	640365.0155	861212.4943				1		97	III	25	2,4	1	1.16		110		CONCRETE SIDEWALK
LA-5	640448.8835	861133.2933				1		97	III	25	1,3,6	1	1.16		110		BOAT RAMP
LA-6	640428.8885	861025.4023				1		97	III	25	1,3	1	1.16		150		EDGE OF PAVEMENT
LA-7	640394.4785	860885.9803				1		97	III	25	1,3	1	1.16		90		EDGE OF PAVEMENT
LA-8	640365.7625	860969.9273				1		97	III	25	1,3	1	1.16		90		CONCRETE SIDEWALK
LA-9	640374.9185	861105.7543				1		97	III	25	2,4,6	1	1.16		90		CONCRETE SIDEWALK
LA-10	640353.9000	860993.4260					1								100		BOAT RAMP
LA-11	640344.1420	860954.8540					1								50		IN PAVILION
LA-5	640448.8835	861133.2933	1														IN PAVILION
LA-9	640374.9185	861105.7543	1														CONCRETE SIDEWALK
SPC# 1	640340.0114	861058.1098		1											250		SOUTH SIDE OF SIMS ROAD
PB# 1	640339.962	860976.489			1												BETWEEN PAVILIONS 1&2
TOTAL			2	1	1	9	2						10.44		1070	250	

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REVISIONS				DRAWING INFORMATION	
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				SURVEYED BY: NEEL-SCHAFFER	
				DSGN: DS/VR	DATE: 11/2024
				DRWN: JEM	DATE: 11/2024
				CHKD: GPC	DATE: 11/2024
				QA/QC:	DATE:

SIMS ROAD BOAT RAMP
IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

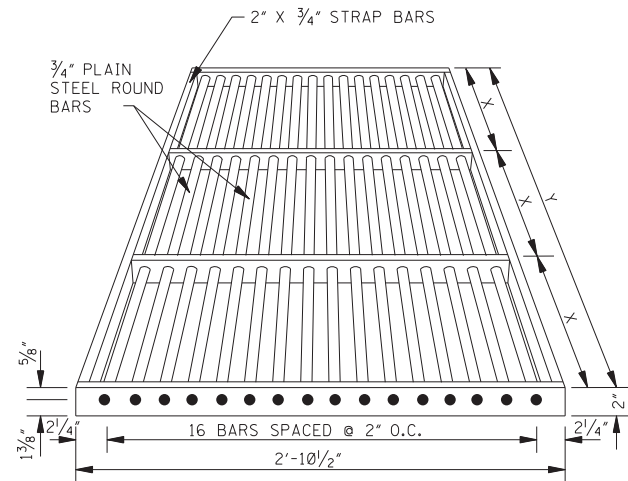
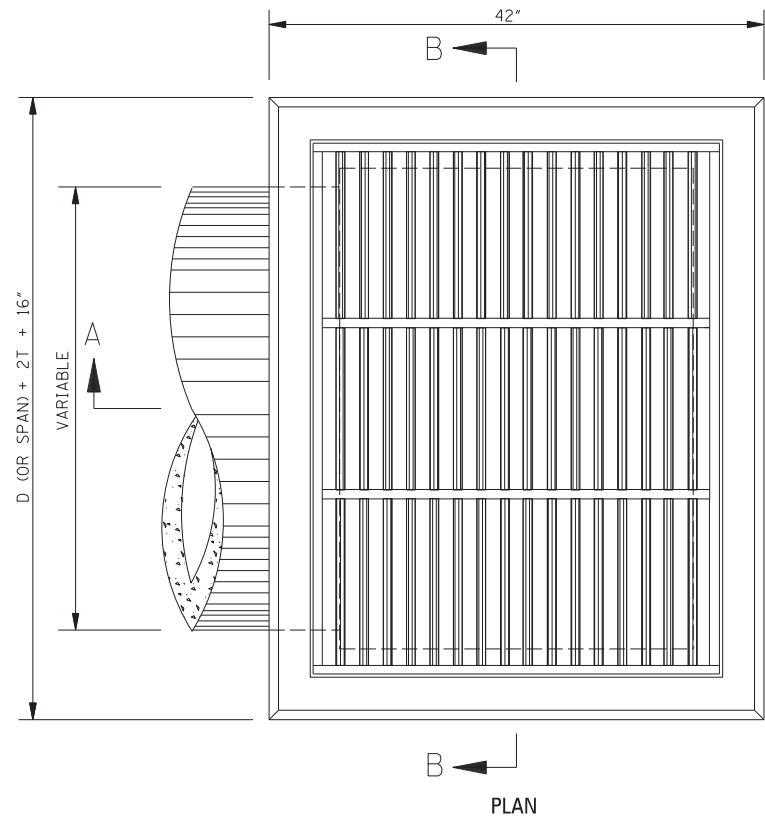


ESTIMATED QUANTITIES
LIGHTING

WORKING NUMBER: EQL-1	DRAWING NUMBER: E5
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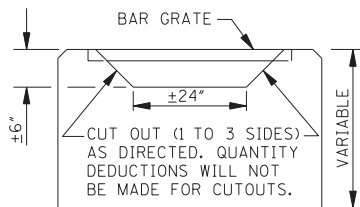
"A", #4 BARS	AS PER TABLE
"B", #4 BARS	D (OR SPAN) + 2T + 9"
"C", #4 BARS	34"
"D", #4 BARS	D (OR RISE) + T + 4"

BARS "A", "B", "C" & "D"

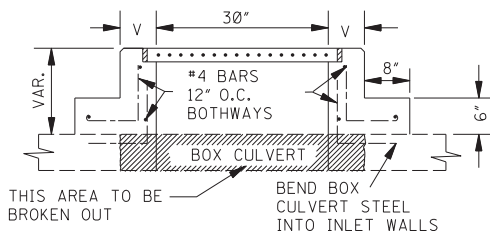


BAR GRATE DETAILS

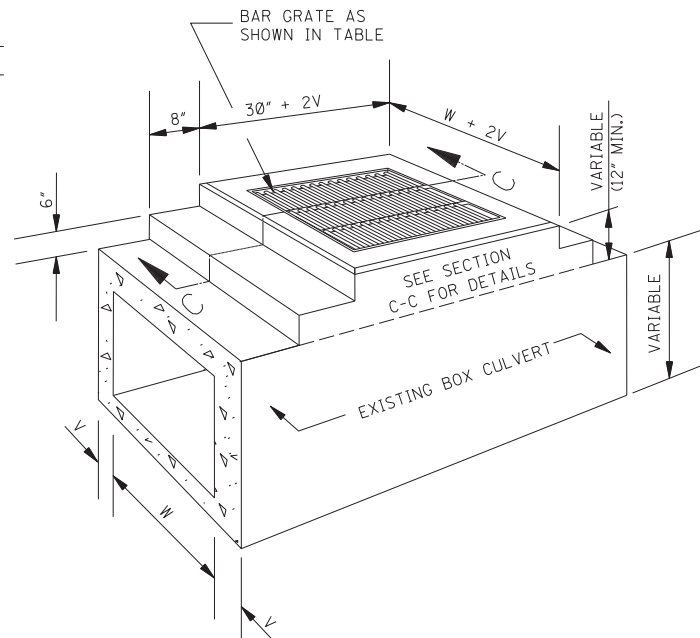
NOTE: JUNCTIONS OF ROUND AND STRAP BARS SHALL BE WELDED. GRATE SHALL BE SHOP COATED WITH APPROVED EPOXY MASTIC PAINT.



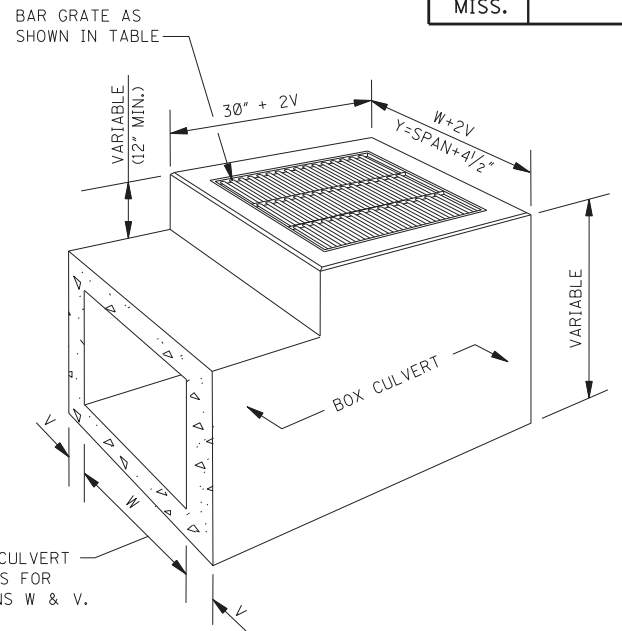
ELEVATION
MODIFIED PIPE OR
BOX CULVERT INLET



SECTION C-C

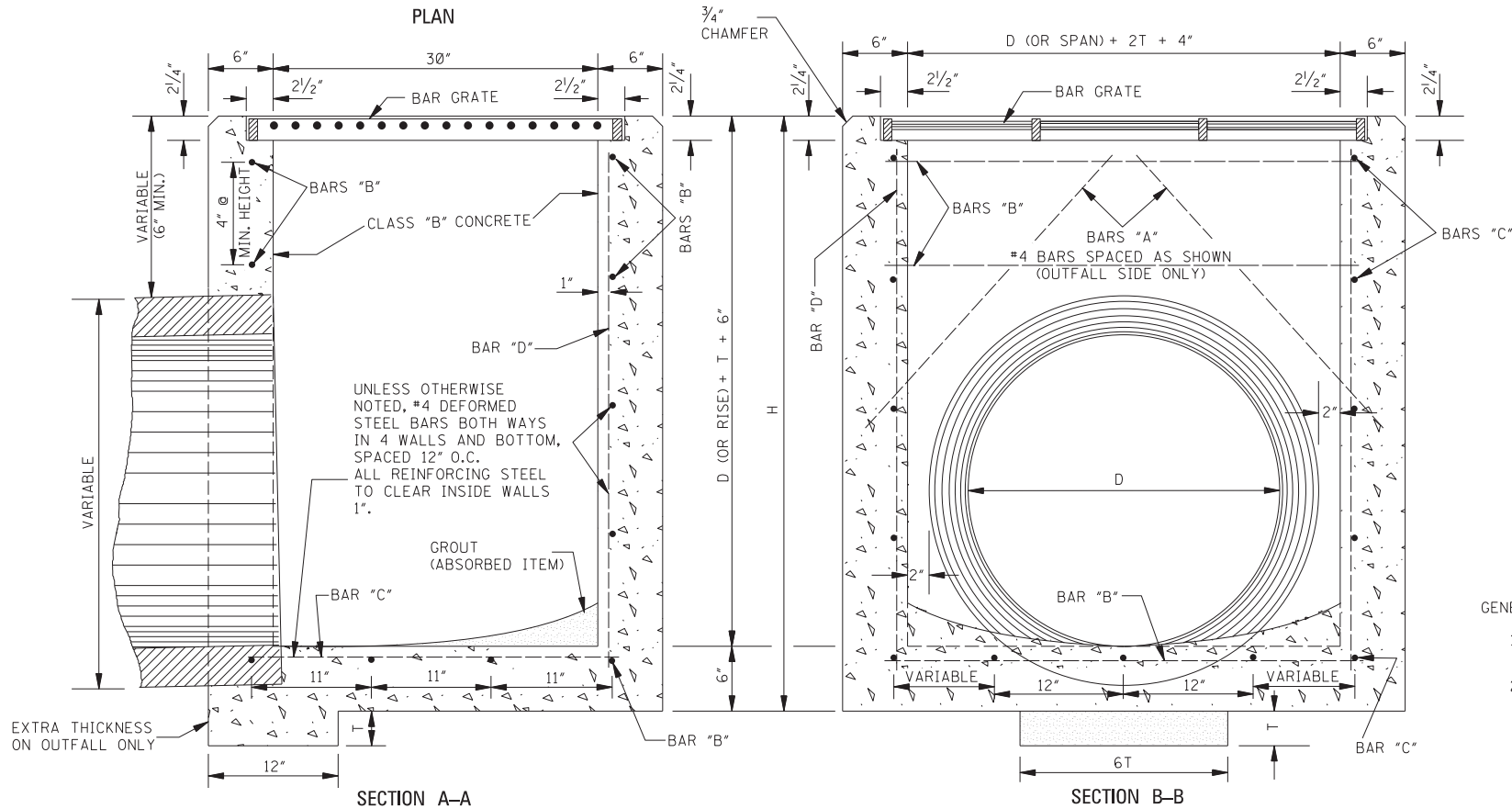


SECTIONAL PERSPECTIVE
INLET ON EXISTING BOX CULVERT



SECTIONAL PERSPECTIVE
INLET USED IN LIEU OF HEADWALLS

LENGTH AND WEIGHT OF GRATING									
PIPE INLETS					BOX CULVERT INLETS				
PIPE SIZE	Y	X	NO. X-SPANS	WEIGHT (lbs)	BOX CULVERT SIZE	Y	X	NO. X-SPANS	WEIGHT (lbs)
18"	2'-7 1/2"	1'-3 3/4"	2	127	2' X 2'	2'-4 1/2"	1'-2 1/4"	2	119
22" X 13"	2'-11 1/2"	1'-5 3/4"	2	139	3' X 2'	3'-4 1/2"	1'-1 1/2"	3	166
24"	3'-2 1/2"	1'-7 1/4"	2	147	4' X 2'	4'-4 1/2"	1'-5 1/2"	3	200
29" X 18"	3'-7"	1'-2 1/2"	3	173	5' X 2'	5'-4 1/2"	1'-4 1/8"	4	247
30"	3'-9 1/2"	1'-3 3/4"	3	180	6' X 2'	6'-4 1/2"	1'-3 3/4"	5	293
36"	4'-4 1/2"	1'-5 1/2"	3	200	7' X 2'	7'-4 1/2"	1'-5 1/8"	5	328
42"	4'-11 1/2"	1'-2 1/8"	4	232	8' X 2'	8'-4 3/4"	1'-4 3/4"	6	374
48"	5'-6 1/2"	1'-4 5/8"	4	252	3' X 3'	3'-4 1/2"	1'-1 1/2"	3	166
54"	6'-1 1/2"	1'-6 3/8"	4	272	4' X 3'	4'-4 1/2"	1'-5 1/2"	3	200
60"	6'-8 1/2"	1'-4 3/4"	5	305	5' X 3'	5'-4 1/2"	1'-4 1/8"	4	247
					6' X 3'	6'-4 1/2"	1'-3 3/4"	5	293



PIPE CULVERT INLET

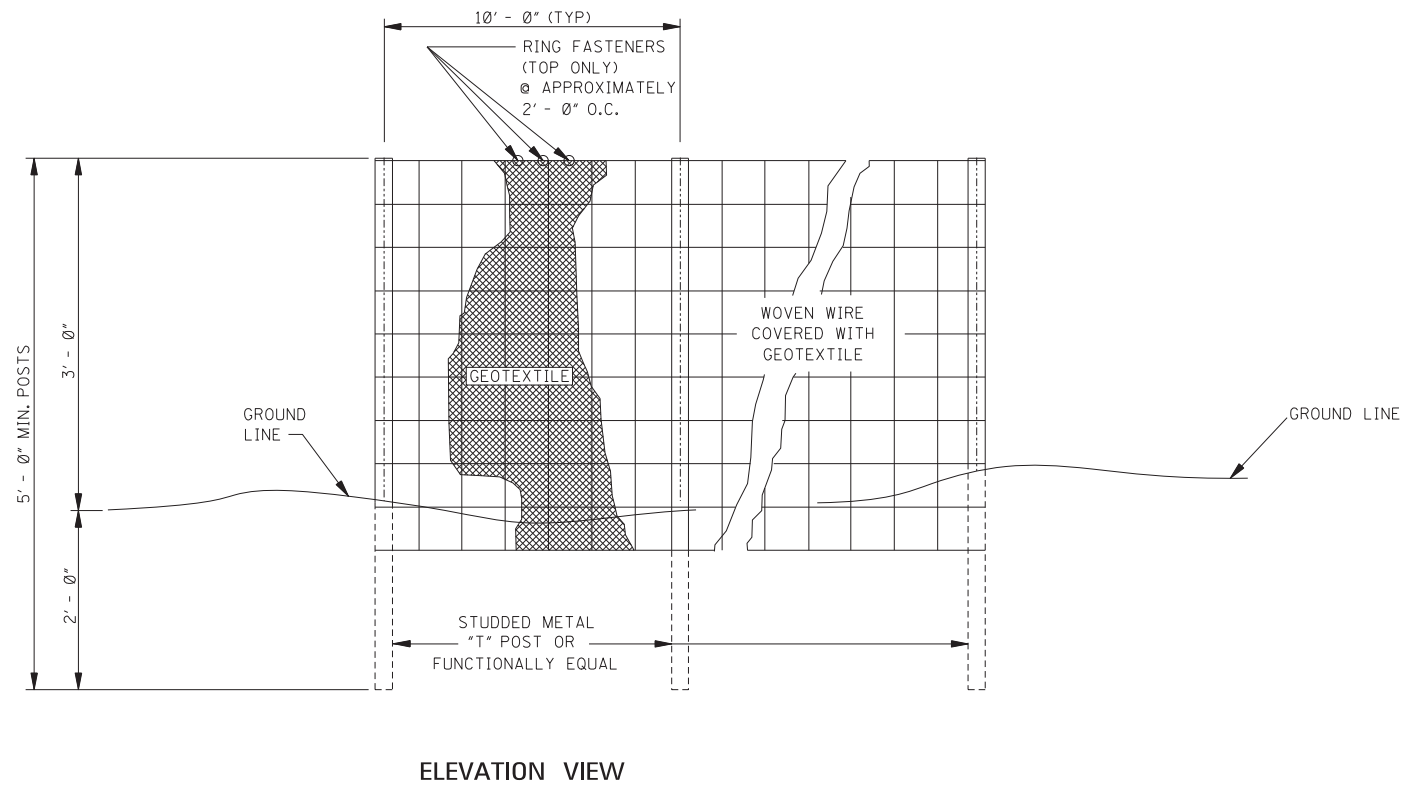
QUANTITIES															
PIPE SIZE	MIN. DEPTH TO F.L.	MIN. DEPTH INLET		EACH ADDED FOOT		PIPE OPENING DEDUCTION (yd ³)	T	BARS/SIZES							
		CONC * (yd ³)	STEEL (lbs)	CONC (yd ³)	STEEL (lbs)			"A" #4		"B" #4		"C" #4		"D" #4	
								NO. @	LGTH.	NO. @	LGTH.	NO. @	LGTH.	NO. @	LGTH.
18"	2.209'	0.623	42	0.213	13	0.053	2 1/2"	2 @ 21"	8 @ 32"	7 @ 34"	9 @ 24 1/2"				
22" X 13"	1.833'	0.586	42	0.225	14	0.053	2 1/2"	2 @ 25"	8 @ 36"	7 @ 34"	9 @ 20"				
24"	2.750'	0.800	55	0.235	14	0.091	3"	2 @ 25"	9 @ 39"	9 @ 34"	9 @ 31"				
29" X 18"	2.250'	0.742	57	0.248	16	0.087	3"	2 @ 30"	9 @ 43 1/2"	9 @ 34"	11 @ 25"				
30"	3.292'	0.992	70	0.256	16	0.138	3 1/2"	2 @ 30"	9 @ 46"	11 @ 34"	11 @ 37 1/2"				
36"	3.834'	1.198	85	0.278	17	0.196	4"	2 @ 33"	10 @ 53"	13 @ 34"	11 @ 44"				
42"	4.375'	1.418	93	0.299	18	0.263	4 1/2"	2 @ 36"	10 @ 60"	13 @ 34"	11 @ 50 1/2"				
48"	4.917'	1.653	109	0.321	19	0.340	5"	2 @ 39"	11 @ 67"	15 @ 34"	11 @ 57"				
54"	5.458'	1.902	136	0.343	21	0.427	5 1/2"	2 @ 42"	12 @ 74"	19 @ 34"	13 @ 63 1/2"				
60"	6.000'	2.165	146	0.364	21	0.524	6"	2 @ 47"	12 @ 81"	19 @ 34"	13 @ 70"				

*NOTE: ONE (1) PIPE OPENING HAS BEEN DEDUCTED FROM THE STRUCTURE.

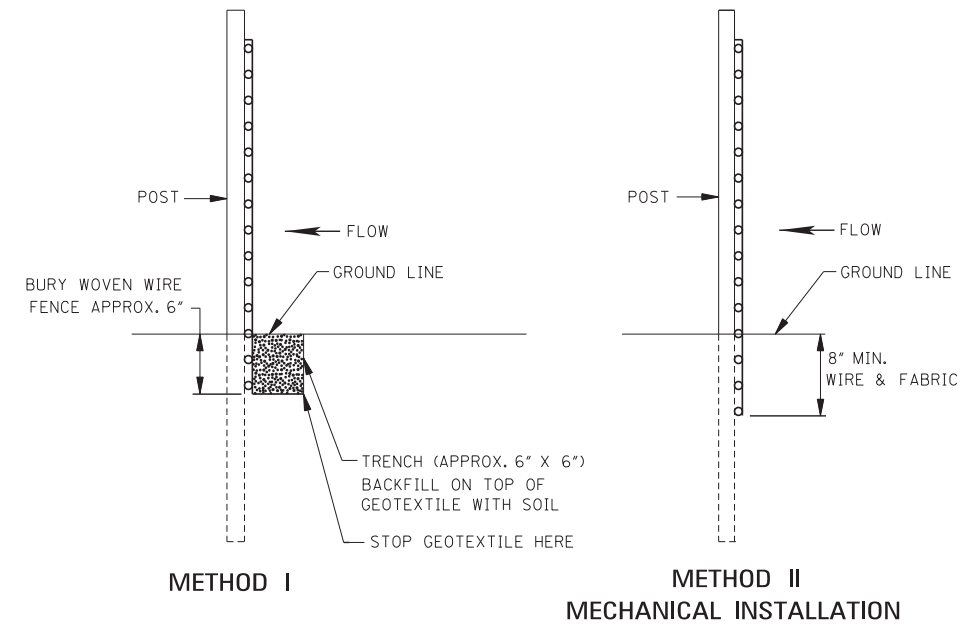
GENERAL NOTES:

- QUANTITIES SHOWN WILL BE THE BASIS OF PAYMENT UNLESS AUTHORIZED MODIFICATIONS ARE MADE.
- BOX CULVERTS:
 - UNLESS OTHERWISE SHOWN, THE DETAILS OF THE BOX CULVERT INLETS SHALL CONFORM TO THOSE SHOWN FOR THE PIPE INLETS.
 - BOX CULVERT REINFORCEMENT SHALL BE CONTINUED AND RESHAPED TO ACCOMMODATE THE INLET BOX. ADDITIONAL BARS SHALL BE THE SAME DIAMETER AS THOSE IN THE BOX CULVERT AND THE CONCRETE SHALL BE THE SAME. QUANTITIES SHALL BE COMPUTED IN CONJUNCTION WITH QUANTITIES FOR BOX CULVERT.

BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
REVISION	DROP INLET AND GRATE DETAILS FOR PIPE AND BOX CULVERTS
DATE	ISSUE DATE: AUGUST 01, 2017
	WORKING NUMBER B-9
	SHEET NUMBER 6527

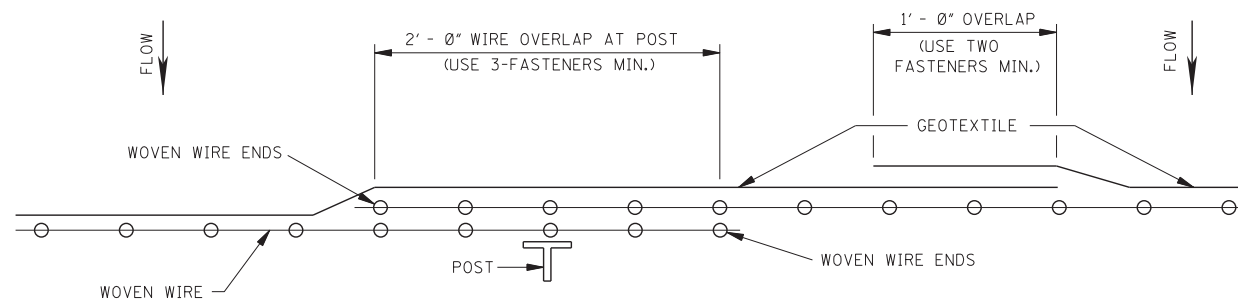


ELEVATION VIEW



METHOD II
MECHANICAL INSTALLATION

SIDE VIEW

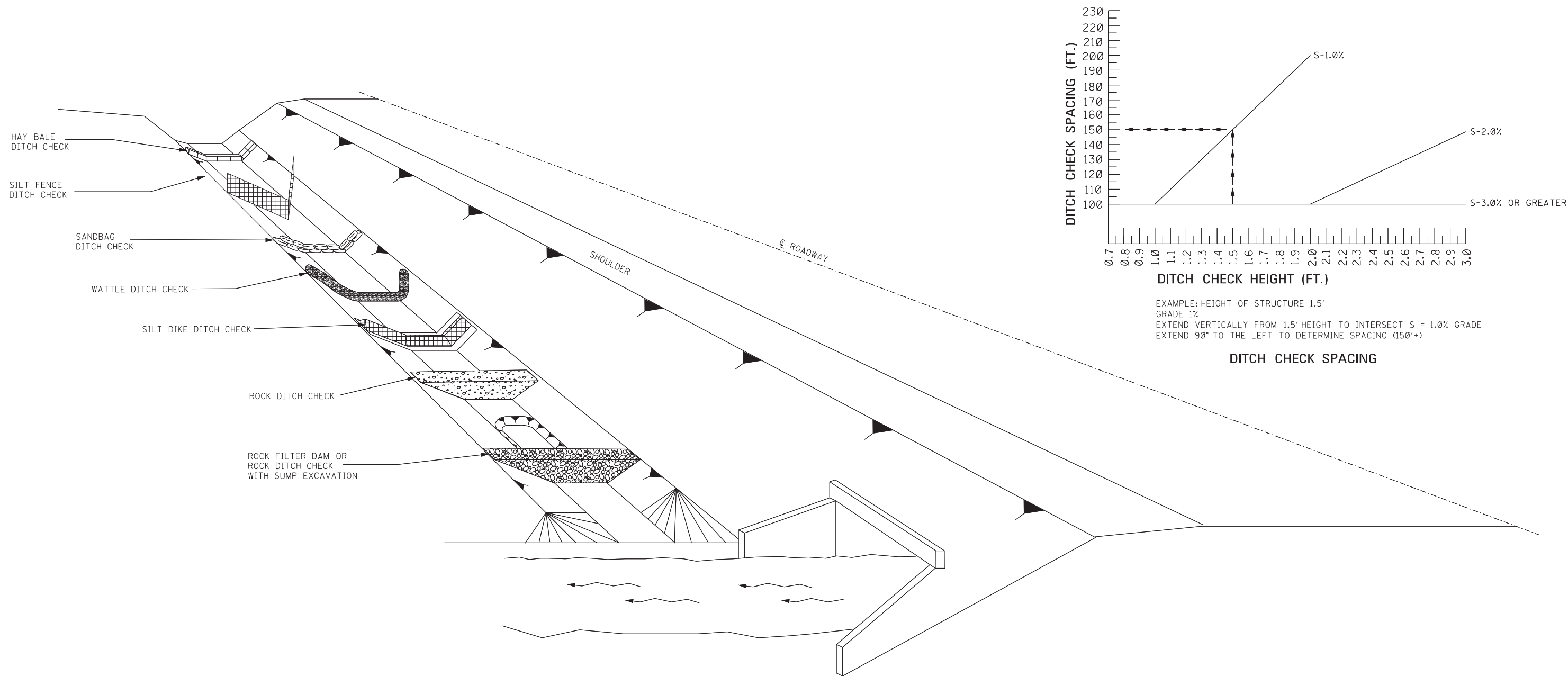


PLAN VIEW
REQUIRED LAPPING

GENERAL NOTES:

1. SILT FENCES SHOULD BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHOULD BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STEAMS AND CHANNELS.
3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
4. WHENEVER POSSIBLE SILT FENCE SHOULD BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AND FACILITATES SEDIMENTATION.
5. THE CONTRACTOR MAY ELECT TO USE EITHER METHOD I OR METHOD II. COST TO BE LINEAR FEET OF SILT FENCE.
6. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF DETAIL.
7. WIRE SHALL BE A MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
8. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATION MAY BE USED WITHOUT WIRE FENCE.

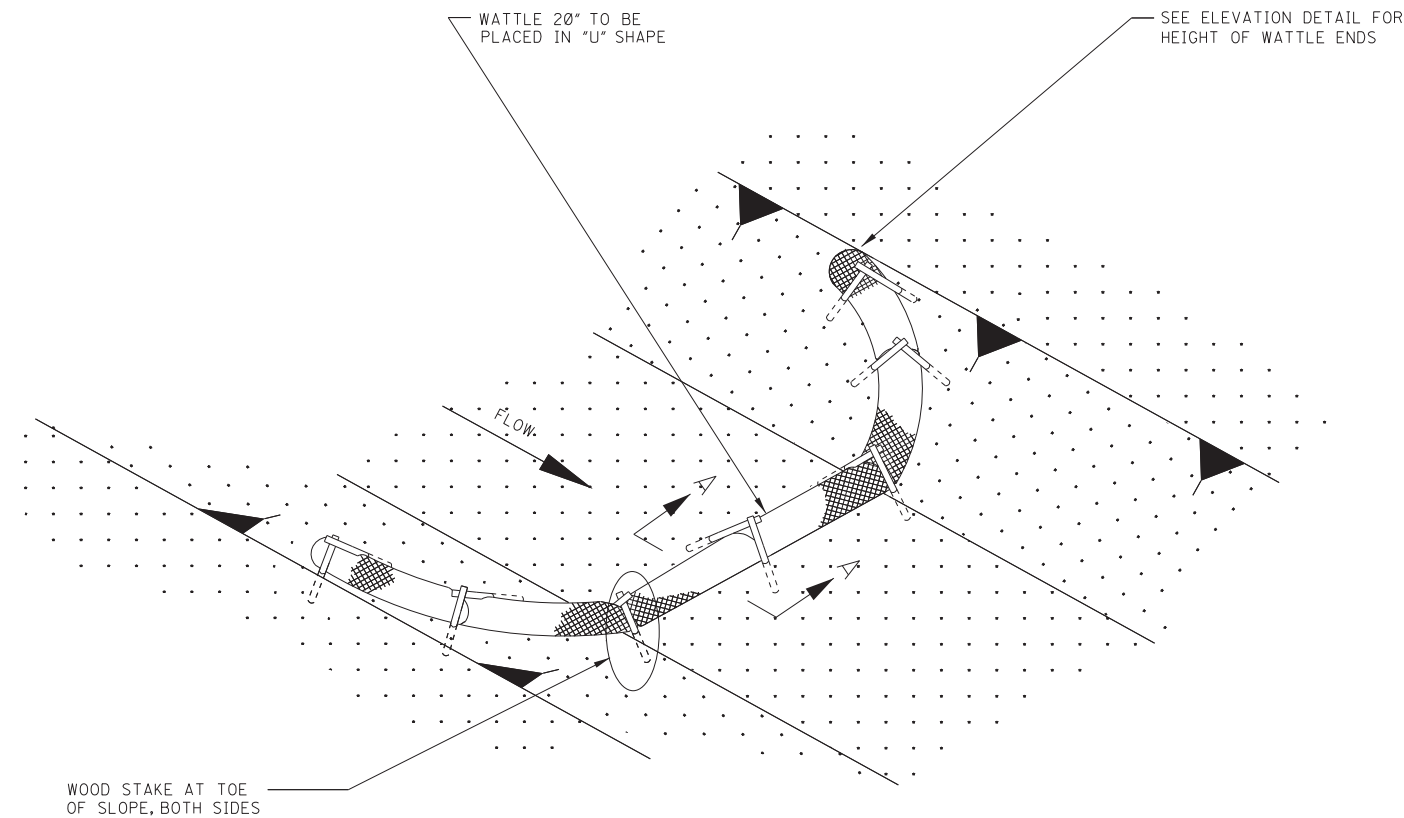
				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	
				DATE	
					DETAILS OF SILT FENCE INSTALLATION
					ISSUE DATE: AUGUST 01, 2017
					WORKING NUMBER ECD-3 SHEET NUMBER 6103



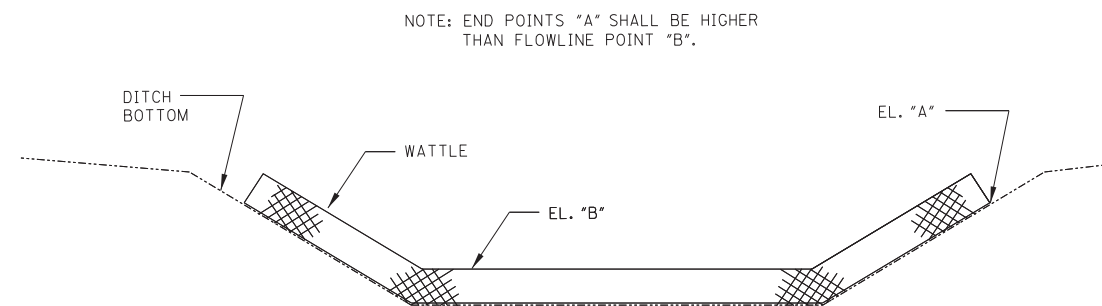
GENERAL NOTES:

1. THE DITCH CHECK PERSPECTIVE ILLUSTRATES A TOOL BOX OF TEMPORARY PRACTICES THAT MAY BE USED. DITCH CHECKS ARE INSTALLED TO CONTROL RUNOFF VELOCITY AND THUS REDUCE EROSION AND PROVIDE FOR TRAPPING OF SEDIMENTS.
2. SELECTION OF THE APPROPRIATE DITCH CHECK SHOULD BE A FUNCTION OF CONSTRUCTION PHASE, DRAINAGE AREA, DITCH GRADIENT, SOIL TYPE, ECONOMY AND SAFETY.
3. DITCH CHECKS CAN BE REMOVED FOR MAINTENANCE AND/OR REPLACEMENT BUT MUST REMAIN IN PLACE UNTIL UPSLOPE AREAS HAVE BEEN PERMANENTLY STABILIZED. MAINTENANCE INCLUDES REMOVAL OF SEDIMENT BEGINNING WHEN SEDIMENT ACCUMULATION REACHES $\frac{1}{2}$ THE CAPACITY OR HEIGHT OF THE STRUCTURE AND NEVER ALLOWING FOR SEDIMENT TO ACCUMULATE MORE THAN $\frac{1}{2}$ THE VOLUME OR HEIGHT OF THE DITCH CHECK STRUCTURE.
4. HAY BALES SHOULD BE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
5. SILT FENCE DITCH CHECKS SHOULD BE USED WHERE IT HAS BEEN DETERMINED THAT HAY BALE CHECKS ARE INADEQUATE. SILT FENCE DITCH CHECKS SHOULD BE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
6. SANDBAG DITCH CHECKS SHOULD BE USED FOR VELOCITY REDUCTION AND MINIMAL SEDIMENT TRAPPING IN CONCRETE PAVED DITCHES OR IN DITCHES THAT HAVE ROCK BOTTOMS.
7. WATTLE DITCH CHECKS CAN BE USED FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.
8. SILT DIKES CAN BE USED IN DITCHES WITH CONCENTRATED FLOWS WITHIN THE CLEAR ZONE WHERE RIPRAP CAN NOT BE USED, AS CONSTRUCTION PROGRESSES.
9. ROCK DITCH CHECKS WITH SUMP EXCAVATION CAN BE PLACED IN DITCHES TO ASSURE ON-SITE SEDIMENT TRAPPING REQUIREMENTS ARE MET. DITCH CHECK WITH SUMP EXCAVATION IS USED WHEN DITCHES RECEIVE DRAINAGE FROM CUT OR FILL SLOPES OR OTHER CRITICAL AREAS WHERE SOIL EROSION IS EXPECTED. DRAINAGE AREA FOR A TEMPORARY SEDIMENT TRAP SHOULD BE LIMITED TO 3 ACRES. THEY CAN BE USED IN SERIES TO INCREASE ON-SITE SEDIMENT TRAPPING EFFICIENCY.
10. DITCH CHECKS, IN NO CASE, SHALL BE PLACED IN LIVE STREAMS.
11. CONFIGURATION AND SPACING MAY BE ADJUSTED IF APPROVED BY THE ENGINEER TO ACCOMMODATE TRAVELWAY SAFETY, WATER FLOW, OR SOIL AND INSTALLATION CHALLENGES.

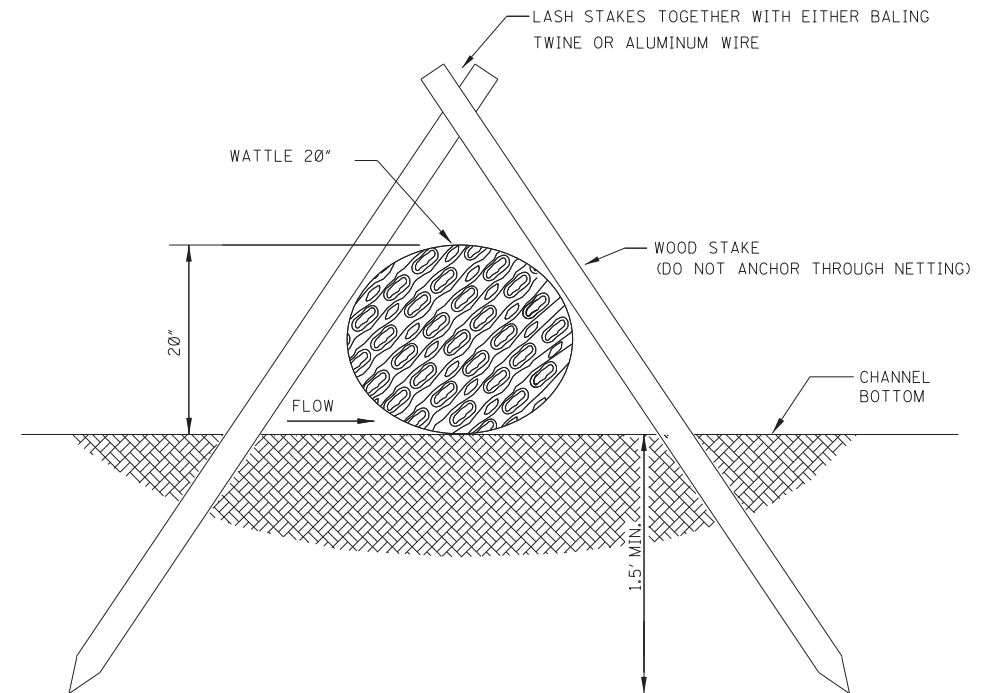
					BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
					REVISION	DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS
					DATE	ISSUE DATE: <u>AUGUST 01, 2017</u>
						 WORKING NUMBER ECD-4 SHEET NUMBER 6104



DETAIL (DITCH CHECK)



ELEVATION DETAIL



SECTION A-A

NOTES:

1. WATTLE DITCH CHECKS CAN BE USED FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.
2. THE PLACEMENT INTERVAL BETWEEN WATTLE DITCH CHECK SHALL BE 100' UNLESS SHOWN OTHERWISE ON THE PLANS OR EROSION CONTROL PLAN APPROVED BY THE ENGINEER. SEE SPACING GUIDANCE ON WK. NO. ECD-4.
3. ANCHORING WOOD STAKES SHALL BE SIZED, SPACED, DRIVEN, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE CHECK. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET. ALL NON-DEGRADABLE MATERIALS SHALL BE REMOVED WHEN NO LONGER NEEDED.
4. TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.
5. WATTLES SHOULD NOT BE USED IN HARD BOTTOM CHANNELS.
6. IN THE EVENT WATTLES CANNOT BE SECURED IN PLACE USING WOOD STAKES, SAND BAGS MAY BE USED IN LIEU OF WOOD STAKES IN ORDER TO SECURE THE WATTLES IN PLACE. IF SANDS BAGS ARE USED IN THIS APPLICATION THEY WILL NOT BE A SEPARATE PAY ITEM.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
				REVISION		
				DATE	ISSUE DATE: AUGUST 01, 2017	

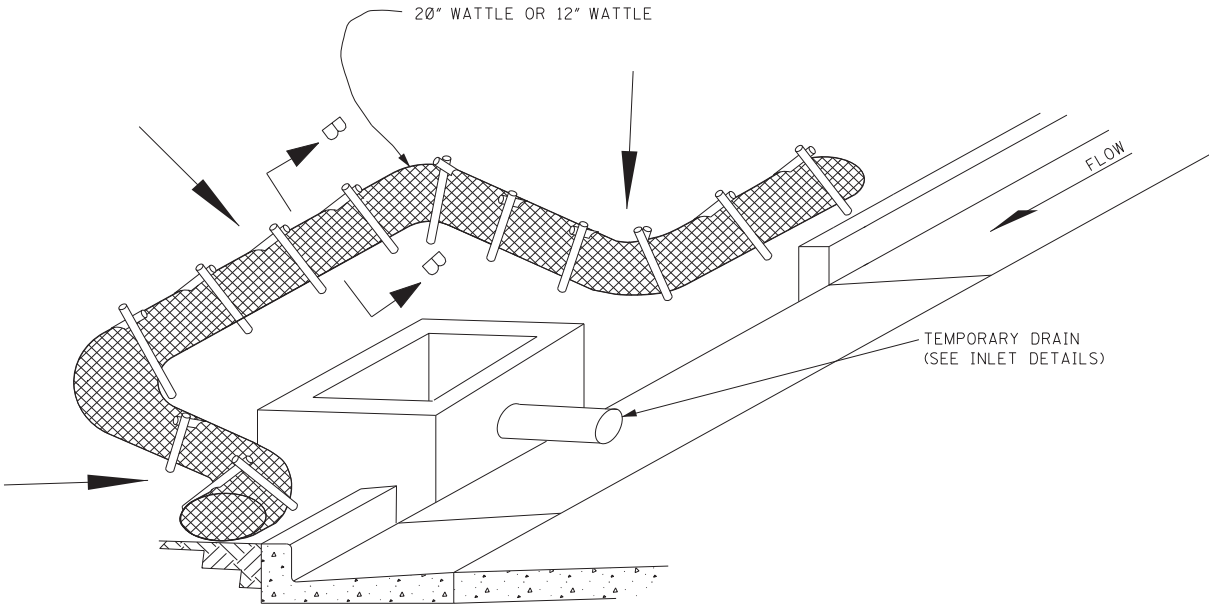
**DETAILS OF EROSION
CONTROL WATTLE
DITCH CHECK**

MDOT
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

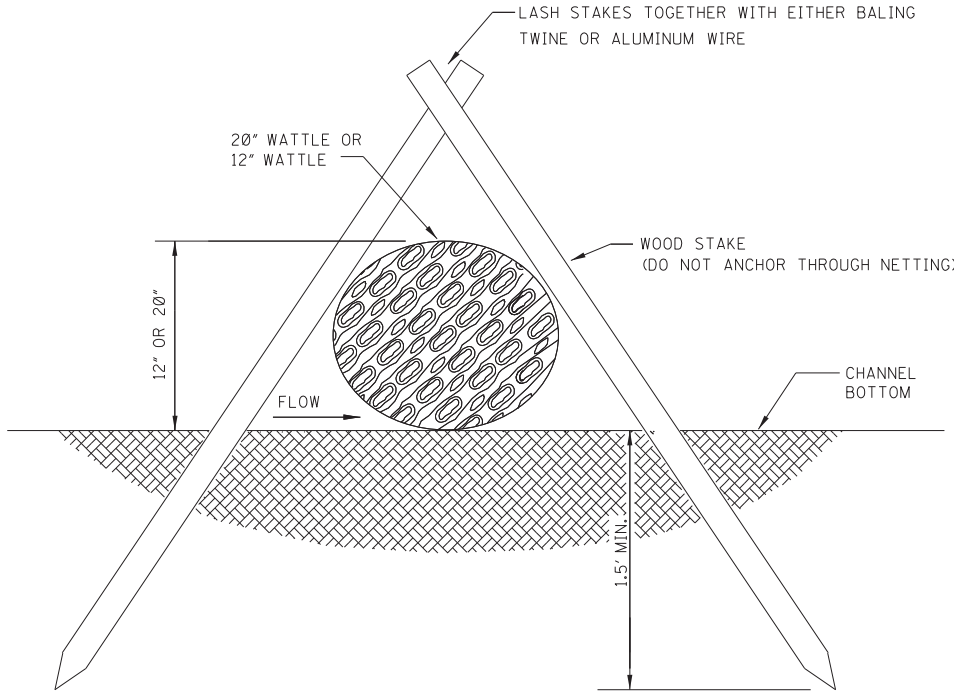
WORKING NUMBER
ECD-6

SHEET NUMBER
6106

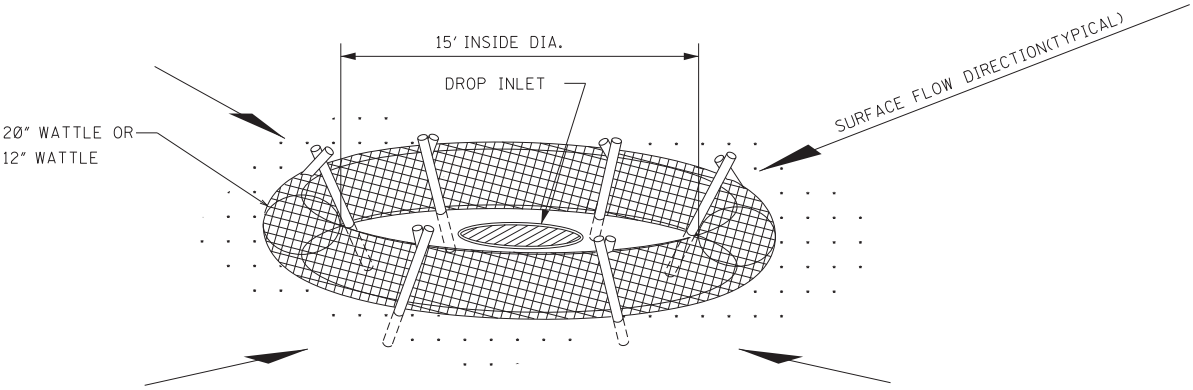
NOTE: SILT FENCE OR SANDBAGS MAY ALSO BE USED FOR THIS APPLICATION.
HAY BALES NOT ACCEPTABLE DURING THIS STAGE.



CURB INLET PROTECTION (STAGE 2)
SINGLE OR DOUBLE WING INLET



SECTION B-B



DROP INLET PROTECTION

- NOTES:
- ANCHORING STAKES SHALL BE SIZED, SPACED, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE WATTLE. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET.
 - OVERLAP ENDS OF WATTLES PER MANUFACTURER'S RECOMMENDATIONS (1' MIN., 3' MAX.)
 - TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.
 - IN THE EVENT WATTLES CANNOT BE SECURED IN PLACE USING WOOD STAKES, SANDBAGS MAY BE USED IN LIEU OF WOOD STAKES IN ORDER TO SECURE WATTLES IN PLACE. COST OF SANDBAGS USED IN THIS APPLICATION SHALL BE INCLUDED IN OTHER ITEMS BID.

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				REVISION		
				DATE	ISSUE DATE: AUGUST 01, 2017	

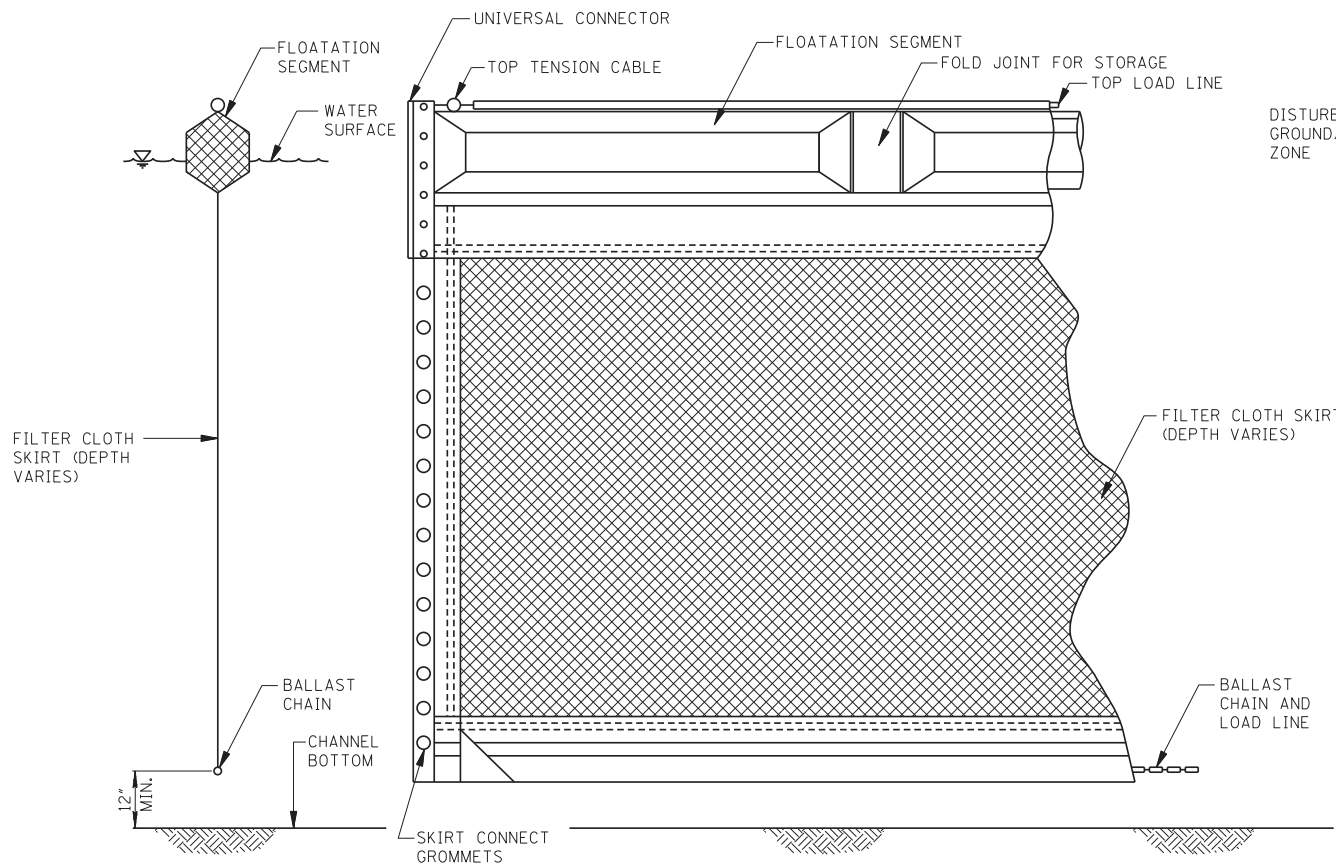
**INLET PROTECTION
DETAILS OF WATTLES**

**MDOT**
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

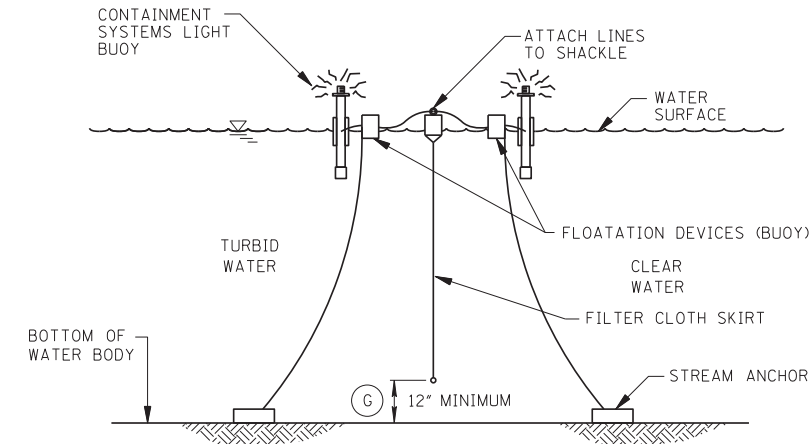
WORKING NUMBER
ECD-13

SHEET NUMBER
6113

FLOATING TURBIDITY CURTAIN



TYPICAL ANCHORING SECTION



SECTION A-A

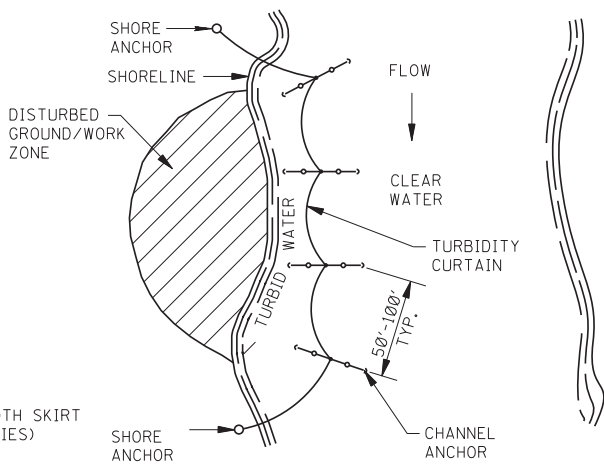
AUTOMATIC FLASHING LIGHT BUOY
(ON AT DUSK-OFF AT DAWN) 100'
ON CENTER SHALL BE USED IN
NAVIGABLE CHANNELS ONLY

EROSION CONTROL PLAN LEGEND:



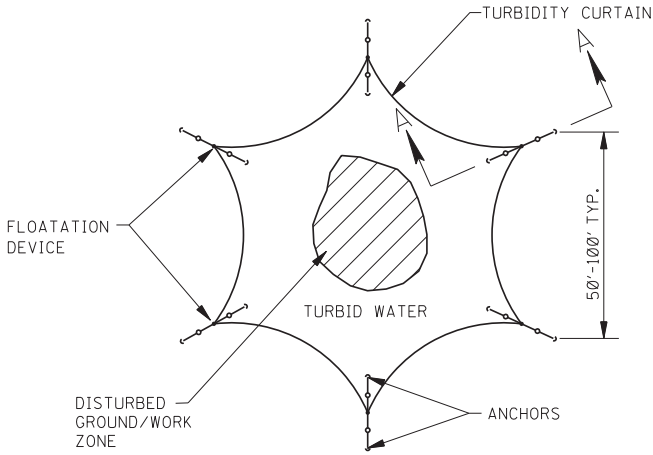
FLOATING TURBIDITY CURTAIN

TYPICAL ANCHORING PLAN FOR
SHORELINE/RIVER EDGE WORK



PLAN VIEW

TYPICAL ANCHORING PLAN FOR
MID CHANNEL WORK
(BRIDGE PIER, CAISSON, ETC.)



PLAN VIEW

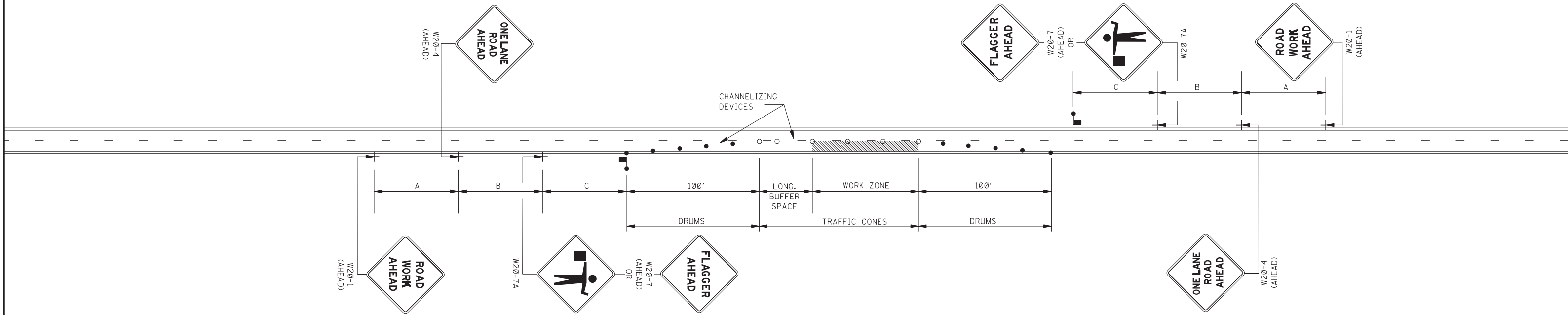
GENERAL NOTES:

- FLOATING TURBIDITY CURTAINS (ALSO KNOWN AS TURBIDITY BARRIERS OR SILT CURTAINS) CREATE A BARRIER TO PREVENT TURBID WATER FROM ENTERING CLEAR WATER. FLOATING TURBIDITY CURTAINS SHOULD BE USED TO ISOLATE ACTIVE CONSTRUCTION AREAS WITHIN OR ADJACENT TO A BODY OF WATER TO MINIMIZE THE MIGRATION OF SILT LADEN WATER OUT OF THE CONSTRUCTION ZONE.
- TURBIDITY CURTAINS SHALL NOT BE INSTALLED PERPENDICULAR ACROSS THE MAIN FLOW OF A SIGNIFICANT BODY OF MOVING WATER.
- FLOATING TURBIDITY CURTAINS SHOULD NOT BE USED WHERE THE ANTICIPATED FLOW VELOCITIES WILL EXCEED 5 FT/SEC.
- TURBIDITY CURTAINS SHALL BE ANCHORED TO PREVENT DRIFT SHOREWARD OR DOWNSTREAM. ANCHORAGE SHALL BE INSTALLED ON BOTH SHORE AND STREAM SIDE. CURTAINS SHOULD BE INSTALLED AS CLOSE TO PROJECT SITE AS POSSIBLE. BARRIERS SHOULD BE A BRIGHT COLOR (YELLOW OR "INTERNATIONAL" ORANGE ARE RECOMMENDED) THAT WILL ATTRACT THE ATTENTION OF NEARBY BOATERS.
- SHORE ANCHORS SHALL CONSIST OF A POST WITH DEADMAN OR APPROVED EQUAL. STREAM ANCHORS SHALL BE OF SUFFICIENT SIZE TO STABILIZE THE BARRIER WITH NUMBER AND SPACING DEPENDENT ON WATERWAY VELOCITIES AND MANUFACTURER'S RECOMMENDATIONS.
- IN SHALLOW WATER (2 FEET OF DEPTH OR LESS) A TURBIDITY CURTAIN MAY BE INSTALLED ON STAKES DRIVEN INTO THE BED OF THE WATER BODY.
- FABRIC SECTIONS SHALL BE CONNECTED END TO END WITH MINIMUM 5/8" DIAMETER POLYPROPYLENE ROPE. FABRIC SHALL BE SEAMED TOGETHER IN A MANNER THAT RETAINS THE OVERALL TENSILE STRENGTH.
- DESIGN OF CURTAIN AND ANCHORAGE SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. FILTER CLOTH SKIRT SHOULD BE ABLE TO WITHSTAND THE FORCES IMPARTED ON IT DUE TO THE EXPECTED WIND VELOCITY OR STREAM VELOCITY. FABRIC SHALL BE MADE OF A NON-DETERIORATING MATERIAL, SUCH AS PLASTIC OR NYLON, WHICH WILL ALLOW WATER TO PASS THROUGH WHILE STILL RETAINING SEDIMENT.
- THE TURBIDITY CURTAIN AND ADJACENT WORK AREAS SHALL NOT BE DISTURBED 12 HOURS PRIOR TO REMOVAL FROM THE WATER BODY. MAINTENANCE SHALL BE PERFORMED AS NEEDED. CONTRACTOR SHALL REMOVE THE CURTAIN AT COMPLETION OF WORK IN A MANNER THAT WILL PREVENT SILTATION OF THE WATERWAY. DURING REMOVAL, EXTREME CARE SHOULD BE TAKEN NOT TO DISTURB ANY SEDIMENT DEPOSITS.
- MAINTAIN 12" MINIMUM GAP BETWEEN SKIRT BOTTOM AND CHANNEL BOTTOM TO PREVENT ACCUMULATED SEDIMENT FROM PULLING TOP OF CURTAIN BELOW WATER SURFACE.
- IN WIND OR WAVE ACTION SITUATIONS, THE MAXIMUM DEPTH OF THE CURTAIN SHALL BE 12 FEET.
- CONCENTRATED FLOWS SHALL NOT DISCHARGE BEYOND FLOATING TURBIDITY CURTAIN. CURTAINS ARE NOT TO BE INSTALLED ACROSS FLOWING BODY OF WATER.
- WHEN INSTALLED IN A NAVIGABLE WATERWAY, BUOYS SHOULD BE LIT ACCORDING TO REGULATORY AGENCY STANDARDS.
- WHEN ESTIMATING THE LENGTH OF THE TURBIDITY CURTAIN, ALLOW 10 TO 20 PERCENT VARIANCE IN STRAIGHT LINE MEASUREMENT.
- PAYMENT FOR FLOATING TURBIDITY CURTAIN SHALL INCLUDE ALL MATERIAL AND ALL LABOR NECESSARY FOR CONSTRUCTION, MAINTENANCE, AND REMOVAL OF TURBIDITY CURTAIN.
- ONLY FLOATING TURBIDITY CURTAINS LISTED ON THE APPROVED PRODUCTS LIST MAY BE USED.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	
				DATE	
					ISSUE DATE: AUGUST 01, 2017

FLOATING TURBIDITY CURTAIN

WORKING NUMBER
ECD-20
SHEET NUMBER
6120



GENERAL NOTES:

1. THE LOCATION OF CHANNELIZING DEVICES AND THE WORK AREA LAYOUT SHALL BE BASED ON THE CRITERIA IN THE FOLLOWING TABLE. FLAGGER STATIONS SHALL BE LOCATED SUCH THAT APPROACHING VEHICLES WILL HAVE SUFFICIENT DISTANCE TO STOP. VALUES IN STOPPING SIGHT DISTANCE COLUMN MAY BE USED AS A MINIMUM FOR THIS DISTANCE.

POSTED SPEED AND/OR DESIGN SPEED	MAXIMUM CHANNELIZING DEVICE SPACING (ft†)		LONGITUDINAL BUFFER SPACE (ft†)	STOPPING SIGHT DISTANCE
	TAPER	ALONG LANE LINE & WORK ZONE		
mph				
25	20	50	55	155
30	20	60	85	200
35	20	70	120	250
40	20	80	170	305
45	20	90	220	360
50	20	100	280	425
55	20	110	335	495
60	20	120	415	570
65	20	130	485	645

† NOTE: BUFFER SPACE MAY BE ADJUSTED AS NEEDED ACCORDING TO ROADWAY GEOMETRY TO MEET SIGHT DISTANCE REQUIREMENTS, AS DIRECTED BY THE ENGINEER.

2. ALL CHANNELIZING DEVICES SHALL BE A MINIMUM OF 28" IN HEIGHT.
3. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 36" x 36" AND BLACK COPY ON FLUORESCENT ORANGE SHEETING.
4. WHEN WORK ZONE IS NO LONGER NEEDED, ALL SIGNS SHALL BE COVERED OR REMOVED AND ALL CHANNELIZING DEVICES SHALL BE MOVED TO THE SHOULDER EDGE.
5. ADDITIONAL FLAGGERS MAY BE NEEDED AS DIRECTED BY THE ENGINEER.
6. WHEN WORK IS REQUIRED AT NIGHT, FLAGGER STATIONS SHALL BE ILLUMINATED.
7. CHANNELIZING DEVICE TYPES FOR:
A. APPROACH AND EXIT TAPERS- RETROREFLECTIVE PLASTIC DRUMS
B. ALONG LANE LINE AND WORK ZONE- TRAFFIC CONES (28" HEIGHT)
8. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK SHALL BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.

LEGEND

- FLAGGER
- RETROREFLECTIVE FREE-STANDING PLASTIC DRUMS
- TRAFFIC CONES (28" HEIGHT MINIMUM)

DISTANCE BETWEEN SIGNS

ROAD TYPE	A	B	C
URBAN (35 MPH OR LESS)	100 FT.	100 FT.	100 FT.
URBAN (40 - 70 MPH)	350 FT.	350 FT.	350 FT.
RURAL	500 FT.	500 FT.	500 FT.
EXPRESSWAY / FREEWAY	1000 FT.	1500 FT.	2640 FT.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

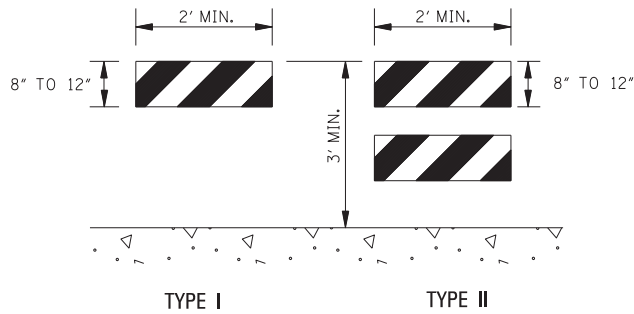
TRAFFIC CONTROL PLAN
WITH FLAGGER
(ONE-LANE CLOSURE OF
TWO-WAY TRAFFIC)



WORKING NUMBER
TCP-1

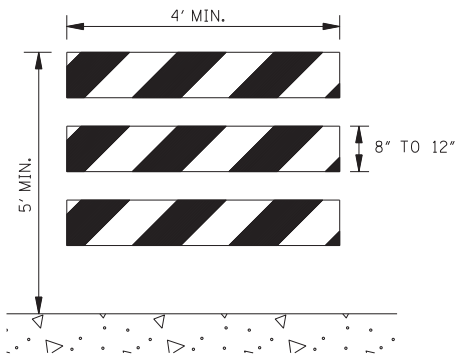
SHEET NUMBER
6351

ISSUE DATE: AUGUST 01, 2017



TYPE I

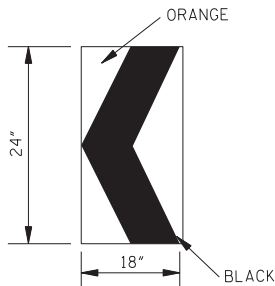
TYPE II



TYPE III

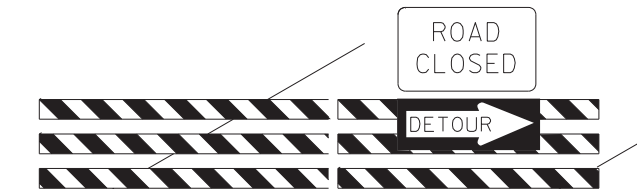
STANDARD BARRICADES

1. THE MARKING FOR BARRICADE RAILS SHALL BE ORANGE AND WHITE (SLOPING DOWNWARD AT AN ANGLE OF 45° IN THE DIRECTION OF TRAFFIC IS TO PASS).
2. RAIL STRIPE SHOULD BE 6 INCHES, EXCEPT THAT 4-INCH WIDE STRIPES MAY BE USED IF RAIL LENGTHS ARE LESS THAN 36 INCHES.
3. DO NOT PLACE SANDBAGS OR OTHER DEVICES TO PROVIDE MASS ON THE BOTTOM RAIL THAT WILL BLOCK VIEW OR RAIL FACE.
4. FOR ADDITIONAL INFORMATION OR DETAILS, SEE MUTCD, LATEST EDITION.
5. BARRICADES ARE CLASSIFIED BY FHWA AS CATEGORY II WORK ZONE DEVICES WHICH REQUIRE CRASHWORTHINESS ACCEPTANCE LETTERS. TO DATE, 2-IN. THICK TIMBER RAILS HAVE NOT BEEN SUCCESSFULLY CRASH TESTED. A LIST OF CRASHWORTHY BARRICADES AND OTHER CATAGORY II DEVICES CAN BE FOUND ON FHWA'S WEBSITE:
http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/cat2.cfm



CHEVRON SIGN
DETAIL

1. A CHEVRON SIGN CONSISTS OF A BLACK CHEVRON TYPE MARKING ON AN ORANGE BACKGROUND AND SHALL POINT IN THE DIRECTION OF TRAFFIC FLOW.
2. THE CHEVRON SIGN SHALL BE MOUNTED ON CRASHWORTHY SUPPORT.
3. CHEVRON SIGNS MAY BE USED TO SUPPLEMENT OTHER STANDARD DEVICES WHERE ONE OR MORE LANES ARE CLOSED FOR CONSTRUCTION OR MAINTENANCE. THEY SHOULD BE PLACED APPROXIMATELY 2'-0" BEHIND THE LANE TRANSITION STRIPE.

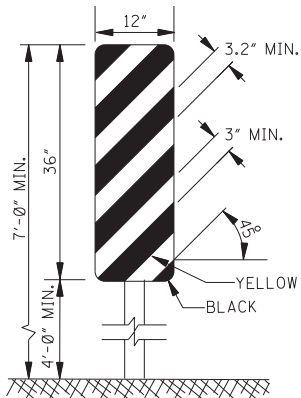


BARRICADE CLOSING A ROAD

BARRICADE CHARACTERISTICS

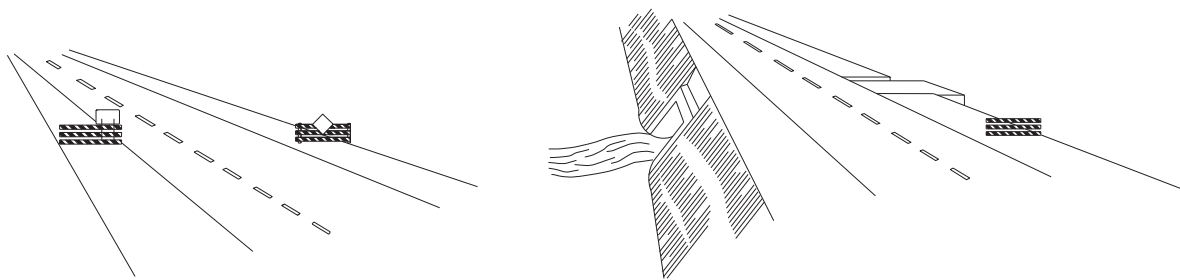
	I	II	III
WIDTH OF RAIL **	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.
LENGTH OF RAIL **	24" MIN.	24" MIN.	48" MIN.
WIDTH OF STRIPE *	6"	6"	6"
HEIGHT	36" MIN.	36" MIN.	60" MIN.
NUMBER OF RETROREFLECTORIZED RAIL FACES	2 (ONE EACH DIRECTION)	4 (TWO EACH DIRECTION)	3 IF FACING TRAFFIC IN ONE DIRECTION 6 IF FACING TRAFFIC IN TWO DIRECTIONS

- * 1. FOR RAILS LESS THAN 36" LONG, 4" WIDE STRIPES MAY BE USED.
- ** 2. BARRICADES INTENDED FOR USE ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH SPEED ROADWAYS, SHALL HAVE A MINIMUM OF 270 in² OF REFLECTIVE AREA FACING TRAFFIC.



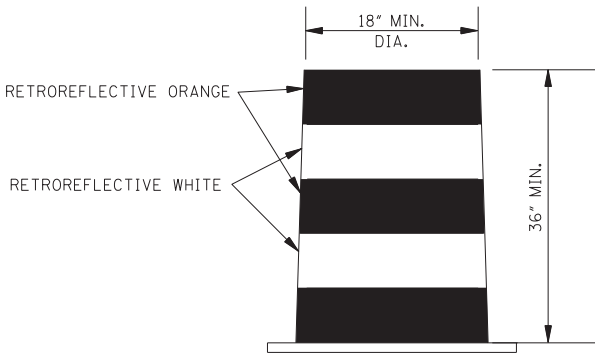
TYPE 3 OBJECT MARKER
(OM-3R)

1. TYPE 3 OBJECT MARKERS SHALL BE USED AT ALL EXPOSED BRIDGE ABUTMENTS AND AT OTHER LOCATIONS AS DEEMED NECESSARY BY THE ENGINEER.
2. THE OM-3R IS SHOWN. THE OM-3L IS SIMILAR EXCEPT THE STRIPES SLOPE DOWNWARD FROM THE UPPER LEFT SIDE TO THE LOWER RIGHT SIDE AND SHALL BE PLACED ON THE LEFT SIDE OF THE OBJECT.
3. THE INSIDE EDGE OF THE MARKER SHALL BE IN LINE WITH THE INNER EDGE OF THE OBSTRUCTION.



WING BARRICADES

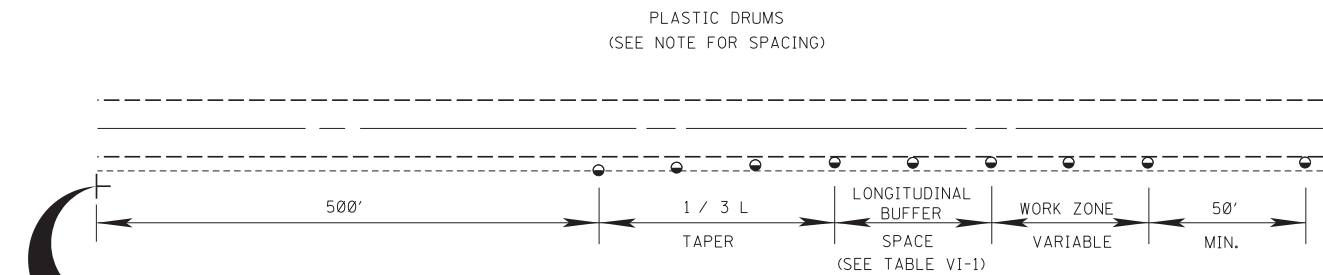
1. WING BARRICADES ARE TYPE III BARRICADES ERECTED ON THE SHOULDER ON ONE OR BOTH SIDES OF THE PAVEMENT TO GIVE THE SENSATION OF A NARROWING OR RESTRICTED ROADWAY. WING BARRICADES MAY BE USED AS A MOUNTING FOR THE ADVANCE WARNING SIGNS OR FLASHERS.
2. WING BARRICADES SHOULD BE USED:
A. IN ADVANCE OF A CONSTRUCTION PROJECT EVEN WHEN NO PART OF THE ROADWAY IS ACTUALLY CLOSED.
B. IN ADVANCE OF ALL BRIDGE OR CULVERT WIDENING OPERATIONS.



PLASTIC DRUM STRIPING DETAIL

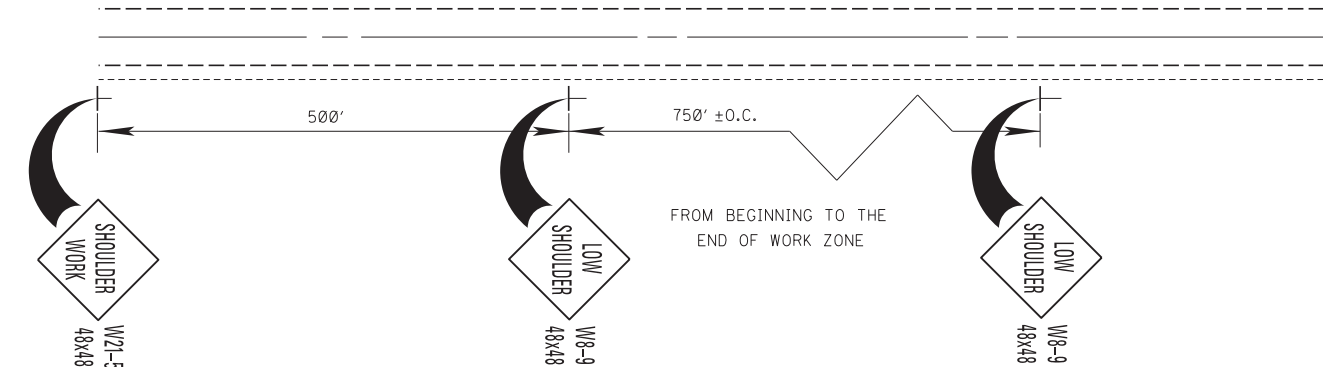
1. PLASTIC DRUMS SHALL BE ON END AND USED AS AN EXPEDIENT METHOD FOR TRAFFIC CHANNELIZATION. THE COLOR AND MARKING OF DRUMS SHALL BE CONSISTENT WITH MARKING STANDARDS FOR BARRICADE. THE PREDOMINANT COLOR ON DRUMS SHALL BE ORANGE WITH FOUR (4) RETROREFLECTIVE, HORIZONTAL, CIRCUMFERENTIAL STRIPES (2 ORANGE & 2 WHITE) 6" WIDE.
2. DRUMS SHOULD NEVER BE PLACED IN THE ROADWAY WITHOUT WARNING SIGNS.
3. WHERE PRACTICAL PLASTIC DRUMS SHOULD BE PLACED NO CLOSER THAN 3'-0" FROM THE EDGE OF TRAVELED LANE.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	HIGHWAY SIGN AND BARRICADE DETAILS FOR CONSTRUCTION PROJECTS
				DATE	ISSUE DATE: AUGUST 01, 2017
					MDOT MISSISSIPPI DEPARTMENT OF TRANSPORTATION WORKING NUMBER TCP-8 SHEET NUMBER 6358

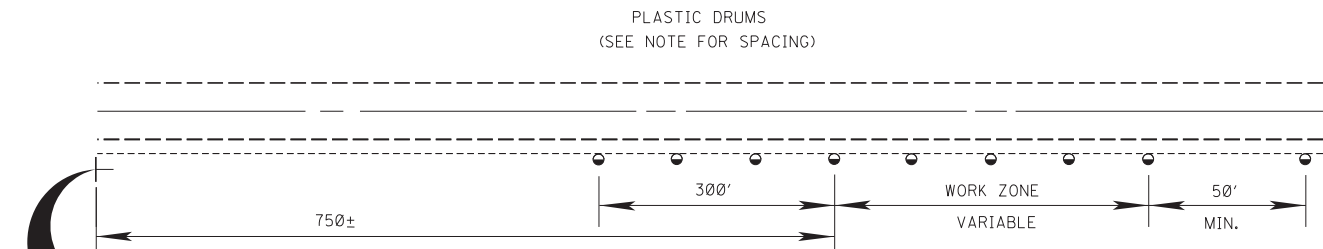


TYPICAL SHOULDER CLOSURE

- (1) TO BE USED WITH EIGHT (8) FOOT OR GREATER WIDTH IMPROVED SHOULDER.
(2) TO BE USED WHEN CONSTRUCTION VEHICLES (EQUIPMENT) ENCROACHES ON OR WITHIN TWO (2) FEET OF THE SHOULDER BREAK.

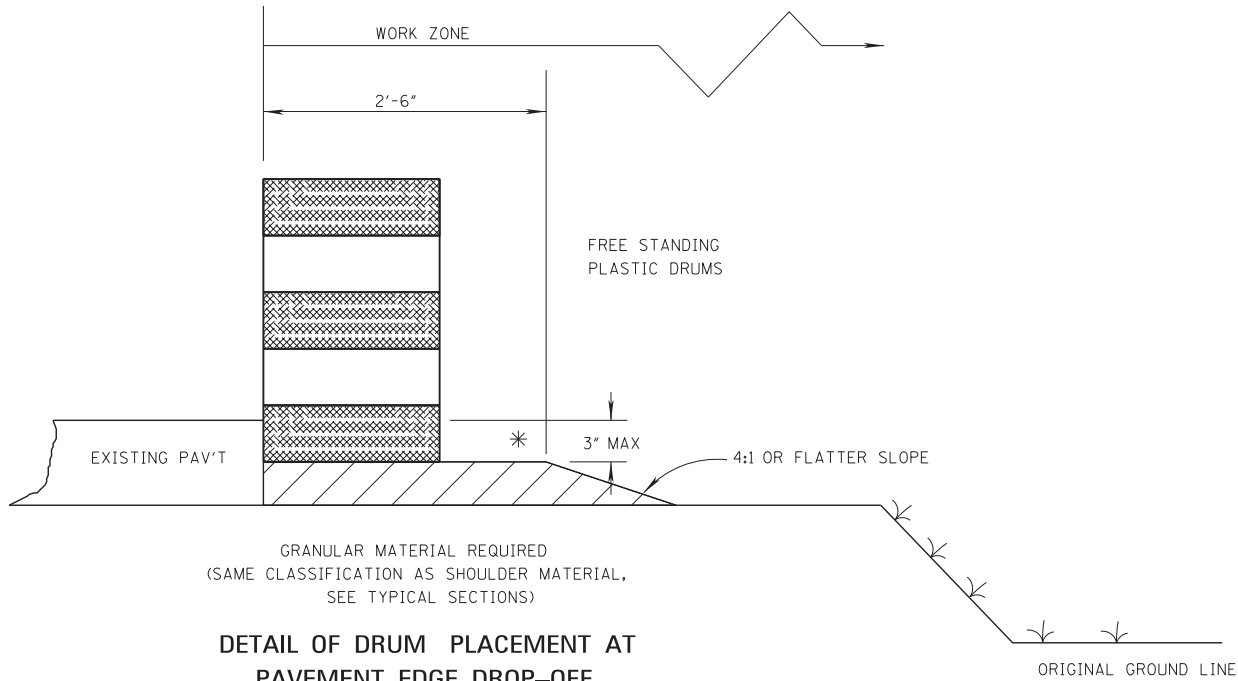
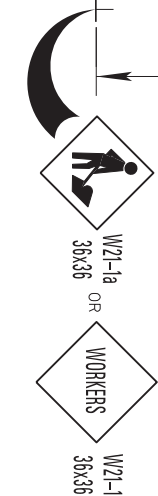


TYPICAL SHOULDER WORK #1
(SEE NOTE A-1 THIS SHEET)



TYPICAL SHOULDER WORK #2

NOTE:
WORK OUTSIDE TWO (2) FOOT AND WITHIN TEN (10) FEET OF THE SHOULDER BREAK MAY BE PROTECTED BY PLACING DRUMS ALONG THE SHOULDER EDGE, 300 FEET PRIOR TO AND 50 FEET BEYOND THE WORK AREA, OR SEE NOTE A-3 THIS SHEET.



DETAIL OF DRUM PLACEMENT AT
PAVEMENT EDGE DROP-OFF

NOTES:

* A. PAVEMENT EDGE DROP-OFF

- IF LESS THAN TWO AND ONE QUARTER (2.25) INCHES-NO PROTECTION REQUIRED. PLACE A SHOULDER WORK SIGN (W21-5) 500 FEET IN ADVANCE OF WORK ZONE SHOULDER AND A LOW SHOULDER SIGN (W8-9) AT THE BEGINNING AND THROUGHOUT THE WORK ZONE @ (750'+0.C.).
- TWO AND ONE QUARTER TO THREE INCHES-PLACE DRUMS, VERTICAL PANELS OR BARRICADES EVERY 100 FEET ON TANGENT SECTIONS FOR SPEEDS OF 50 MILES PER HOUR OR GREATER. CONES MAY BE USED IN PLACE OF DRUMS, PANELS, AND BARRICADES DURING DAYLIGHT HOURS. FOR TANGENT SECTIONS WITH SPEEDS LESS THAN 50 MILES PER HOUR AND FOR CURVES, DEVICES SHOULD BE PLACED EVERY 50 FEET. SPACING FOR TAPERS SHOULD BE IN ACCORDANCE WITH THE M.U.T.C.D. (1 / 3 L, WHERE L IS THE TAPER LENGTH IN FEET.)
- GREATER THAN THREE (3) INCHES-POSITIVE SEPARATION OR WEDGE WITH 4:1 OR FLATTER SLOPE NEEDED. IF THERE IS EIGHT (8) FEET OR MORE DISTANCE BETWEEN THE EDGE OF TRAVEL LANE AND DROP-OFF, THEN DRUMS, PANELS OR BARRICADES MAY BE USED.
- FOR TEMPORARY CONDITIONS, DROP-OFFS GREATER THAN THREE (3) INCHES MAY BE PROTECTED WITH DRUMS, VERTICAL PANELS OR BARRICADES FOR SHORT DISTANCES DURING DAYLIGHT HOURS WHILE WORK IS BEING DONE IN THE DROP-OFF AREA.
- LESSER TREATMENTS THAN THOSE DESCRIBED ABOVE MAY BE CONSIDERED FOR LOW-VOLUME LOCAL STREETS.

B. DRUM SPACING

- TANGENTS = 2 X S
- TAPERS = L / 3
WHERE L = S X W
L = TAPER LENGTH IN FEET
S = SPEED IN MPH (POSTED OR 85 PERCENTILE)
W = WIDTH OF OFFSET IN FEET

C. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET SHALL BE PAID FOR UNDER MAINTENANCE OF TRAFFIC.

TABLE VI-1. GUIDELINES FOR LENGTH OF
LONGITUDINAL BUFFER SPACE

* * SPEED (MPH)	LENGTH (FEET)
20	35
25	55
30	85
35	120
40	170
45	220
50	280
55	335
60	415
65	485

* * POSTED SPEED, OFF-PEAK 85 PERCENTILE SPEED PRIOR TO WORK STARTING, OR THE ANTICIPATED OPERATING SPEED IN MPH.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	TRAFFIC CONTROL DETAILS DRUM PLACEMENT AND SHOULDER CLOSURE
				DATE	ISSUE DATE: AUGUST 01, 2017



MISSISSIPPI DEPARTMENT OF TRANSPORTATION

WORKING NUMBER
TCP-16

SHEET NUMBER
6366

ADVERTISEMENT FOR BIDS

**SIMS ROAD BOAT RAMP IMPROVEMENTS
CITY OF HATTIESBURG, MISSISSIPPI**

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, until 10:00 A.M., Local Time, Thursday, **December 19**, 2024 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. Work includes construction of a boat ramp, sidewalk, and a parking lot off of Sims Road beside the Leaf River. When bids are submitted electronically, the same requirements for submitting sealed bids shall apply. Electronic bids shall be submitted online at www.hattiesburgsbids.com and shall include a document representing the cover of the envelope containing the aforementioned criteria.

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

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

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

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

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

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

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

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

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

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

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

BY: _____
City Clerk
City of Hattiesburg, Mississippi

DATES OF PUBLICATION:

November 13, 2024

November 20, 2024

***CONTRACT DOCUMENTS AND TECHNICAL
SPECIFICATIONS***

FOR

**SIMS ROAD BOAT RAMP
IMPROVEMENTS**

FOR THE

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



OCTOBER 2024

PREPARED BY



NEEL-SCHAFER
Solutions you can build upon

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CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS

Sims Road Boat Ramp Improvements Hattiesburg, MS

CONTRACT DOCUMENTS

INTRODUCTORY INFORMATION

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- C200** INSTRUCTION TO BIDDERS FOR CONSTRUCTION CONTRACT
- C410** BID FORM FOR CONSTRUCTION CONTRACT
- C430** BID BOND

CONTRACTING REQUIREMENTS

- C510** NOTICE OF AWARD
- C520** AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT
- C550** NOTICE TO PROCEED
- C610** PERFORMANCE BOND
- C615** PAYMENT BOND
- C625** CERTIFICATION OF SUBSTANTIAL COMPLETION
- C626** NOTICE OF ACCEPTABILITY
- C700** GENERAL CONDITIONS
- C800** SUPPLEMENTARY CONDITIONS
- C941** CHANGE ORDER

TECHNICAL SPECIFICATIONS

THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION, MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2017 EDITION, SECTIONS 200-800 ARE THE GOVERNING TECHNICAL SPECIFICATIONS FOR THIS PROJECT AND ARE INCLUDED AS IF ATTACHED HEREIN.

- SPECIAL PROVISION 907-234-1** SILT FENCE
- SPECIAL PROVISION 907-628-5** COLD PLASTIC BLUE-ADA PAVEMENT MARKINGS
- SPECIAL PROVISION 907-637-3** TRAFFIC SIGNAL CONDUIT AND PULL BOXES
- SPECIAL PROVISION 907-708-4** CONCRETE PIPE

APPENDIX A – STORM WATER POLLUTION PREVENTION PLAN

ADVERTISEMENT FOR BIDS

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

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

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BY: _____
City Clerk
City of Hattiesburg, Mississippi

DATES OF PUBLICATION:

November 13, 2024

November 20, 2024

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
- A. For all bids submitted in excess of \$50,000, Bidder shall write its current Mississippi Board of Contractors Certificate of Responsibility Number on the exterior of the sealed bid envelope in order to be opened and considered.
- B. Bidder's Mississippi Board of Contractors Certificate of Responsibility Classification for this project shall be **Highway Street and Bridge Construction**. Bidder's Classification shall be written on the exterior of the sealed bid envelope along with the Certificate of Responsibility Number in order to be opened and considered.
- C. Out of state Bidders, licensed in the State of Mississippi, shall include with their bid package a copy of their resident state's current preference law, if any, pertaining to such state's treatment of nonresident contractors. Failure to do so shall result in Bidder's proposal being rejected and not considered. If the Bidder's resident state does not have a preference law, the Bidder shall submit a letter stating such from an officer of the court.

- D. Owner hereby notifies all Bidders that it will affirmatively insure that disadvantaged and women's enterprises will be afforded the full opportunity to bid on and be considered for award of any contracts associated with this project and will not be discriminated against on the grounds of race, color, or national origin.
- 3.02 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.03 All Bidders must be in good standing with the Owner. Bidders who are not in good standing with the Owner will not be considered for award of the contract. Good standing includes, among other things: (a) whether Bidder has failed to successfully complete the work or punchlist items under another Owner contract; (b) whether Bidder is currently, or has been in the past five years, involved in litigation with the Owner regarding work under another Owner contract, either as a general contractor or subcontractor; (c) whether Bidder has been or is currently in default under another Owner contract the past five years. with the Owner; or (d) whether Bidder has failed to fulfill provisions of another Owner contract within the past five years.

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 A pre-bid conference will not be conducted for this Project.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents,

but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Other Site-related Documents*

- A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:

1. **None**

5.04 *Site Visit and Testing by Bidders*

- A. Bidder is encouraged to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- D. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder’s examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:
 - A. **Geoffrey Crosby, PE**
Neel-Schaffer, Inc.
704 Hardy Street
Hattiesburg, MS 39401
(601) 408-3354
Geoffrey.crosby@neel-schaffer.com
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five (5) percent of Bidder’s maximum Bid price (determined by adding the base bid and all alternates) and

in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.

- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective

Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

- 11.02 Subcontractor's proposed for subcontracts for all or any portion of the construction exceeding \$50,000 are required to have a current Certificate of Responsibility Number issued by the Mississippi Board of Contractors and such subcontractors shall hold Classifications required for those portions of the work that they will be performing. A listing of all such subcontractors along with their Certificate Number and Classification(s) shall be provided with the Bidder's proposal.
- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
 - A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.

- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.

ARTICLE 13—BASIS OF BID

13.01 *Unit Price*

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 14—SUBMITTAL OF BID

- 14.01 The Bidding Documents include the Bid Form, and, if required, the Bid Bond Form. Bidders shall submit a bound copy of the Bidding Documents intact. Stripped bids will not be considered. The Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form. If bids are submitted electronically, Bidder shall scan in the entire Bidding Documents and submit the same.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, Bidder's Certificate of Authority (for Bids exceeding \$50,000), Bidder's Certificate of Authority Classification, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed

envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.

- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of

the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.

18.05 *Evaluation of Bids*

- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a “Base Bid plus alternates” budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
- C. For determination of the apparent low Bidder(s) when sectional bids are submitted, Bids will be compared on the basis of the aggregate of the Bids for separate sections and the Bids for combined sections that result in the lowest total amount for all of the Work.
- D. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- E. For the determination of the apparent low Bidder when cost-plus-fee bids are submitted, Bids will be compared on the basis of the Guaranteed Maximum Price set forth by Bidder on the Bid Form.

18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner’s requirements as to performance and payment bonds, other required bonds (if any),

and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.

- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21—SALES AND USE TAXES: NOT USED.

ARTICLE 22—CONTRACTS TO BE ASSIGNED: NOT USED.

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

City of Hattiesburg, MS

200 Forrest Street

Hattiesburg, MS 39401

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors if their portion of the project exceeds \$50,000. Include their Certificate of Responsibility and Classification;
- C. Contractor's Certificate of Responsibility and Classification written on the outside of the Bid envelope;
- D. If the Bidder resides out of state, a copy of the Bidder's resident state law regarding preference, if any, pertaining to such state's treatment of non-resident contractors. If the Bidder's resident state does not have a preference law, the Bidder shall submit a letter stating such from an office of the court.

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Unit Price Bids*

- A. Bidder will perform the following Work at the indicated unit prices:

BASE BID					
Pay Item	Pay Item Description	Unit	Plan Quantity	Unit Price	Price Extension
201-B	CLEARING AND GRUBBING	ACRE	1.5		
202-B	REMOVAL OF ASPHALT	SQ. YD.	65		
202-B	REMOVAL OF CONCRETE BOAT RAMP, ALL DEPTHS	SQ. YD.	115		
203-EX	BORROW EXCAVATION, AH, FME, CLASS B9	CU. YD.	1500		
203-G	EXCESS EXCAVATION, FM, AH	CU. YD.	5500		
209-A	GEOTEXTILE STABILIZATION, TYPE VI, NON-WOVEN	SQ. YD.	2200		
211-B	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	CU. YD.	2000		
212-B	STANDARD GROUND PREPARATION	SQ. YD.	2050		
213-A	AGRICULTURAL LIMESTONE	TON	0.25		
213-B	COMBINATOIN FERTILIZER, 13-13-13	TON	0.15		
214-A	SEEDING, CENTIPEDE	ACRE	0.5		
216-B	SOLID SODDING, CENTIPEDE	SQ. YD.	5150		
219-A	WATERING	KGAL	150		
223-A	MOWING	ACRE	2		
907-234-A	TEMPORARY SILT FENCE	LIN. FOOT	1250		
234-F	TURBIDITY BARRIER	LIN. FOOT	175		

237-A	WATTLES, 20"	LIN. FOOT	210		
907-242-PP	INSTALLATION OF HANDRAILS	LIN. FOOT	55		
246-A	SANDBAGS	LIN. FOOT	210		
249-A	RIPRAP FOR EROSION CONTROL	TON	400		
304-G	SIZE 610 CRUSHED STONE BASE, AEA	CY	300		
501-A	6" REINFORCED CEMENT CONCRETE PAVEMENT, GROOVED FINISH (RAMP)	SQ. YD.	360		
907-501-PP	6" REINFORCED CEMENT CONCRETE PAVEMENT, GROOVED FINISH (PUSH SLAB)	SQ. YD.	35		
601-B	CLASS B STRUCTURAL CONCRETE, MINOR STRUCTURES	CU. YD.	2		
602-A	REINFORCING STEEL	LB	4000		
603-CA	18" REINFORCED CONCRETE PIPE, CLASS III	LIN. FOOT	88		
604-A	CASTINGS	LB	232		
604-B	GRATINGS	LB	284		
607- B	48" TYPE A CHAIN LINK FENCE, BLACK VINYL	LIN. FOOT	625		
608-B	CONCRETE SIDEWALK, WITH REINFORCEMENT	SQ. YD.	732		
609-B	CONCRETE CURB, HEADER	LIN. FOOT	440		
907-618-A	MAINTENANCE OF TRAFFIC	LUMP SUM	1		
620-A	MOBILIZATION	LUMP SUM	1		

630-A	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	SF	28		
630-B	STEEL U-SECTION POSTS, 3.0 LB/FT	LF	32		
907-637-A	PULL BOX ENCLOSURE, TYPE 2	EACH	1.0		
637-C	TRAFFIC SIGNAL CONDUIT, UNDERGROUND, TYPE 4, 1"	LIN. FOOT	180		
682-A	UNDERGROUND BRANCH CIRCUIT, AWG 3, 10 CONDUCTOR	LIN. FOOT	930		
682-A	UNDERGROUND BRANCH CIRCUIT, AWG 3, 12 CONDUCTOR	LIN. FOOT	260		
682-F	SECONDARY POWER CONTROLLER	EACH	1		
683-PP	LIGHTING ASSEMBLY	EACH	9		
684-A	POLE FOUNDATION, 24" DIAMETER	CU. YD.	12		
699-A	ROADWAY CONSTRUCTION STAKING	LUMP SUM	1.0		
TOTAL BASE BID:					

ADDITIVE ALTERNATE NO. 1					
Pay Item	Pay Item	Pay Item	Pay Item	Unit Price	Price Extension
209-A	GEOTEXTILE STABILIZATION, TYPE VI, NON-WOVEN	SQ. YD.	165		
304-G	SIZE 610 CRUSHED STONE BASE, AEA	CU.YD.	30		
601-A	CLASS B STRUCTURAL CONCRETE (STAIRS & KAYAK RAMP)	CU. YD.	48		
602-A	REINFORCING STEEL	LB	3500		
608-A	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	SQ. YD.	48		

907-242-PP	INSTALLATION OF HANDRAILS	LIN. FT.	300		
TOTAL ADDITIVE ALTERNATE NO. 1:					

ADDITIVE ALTERNATE NO. 2					
Pay Item	Pay Item	Pay Item	Pay Item	Unit Price	Price Extension
907-242-PP	INSTALLATION OF PARKING BUMPERS	EACH	15		
403-A	9.5-MM, ST, ASPHALT PAVEMENT	TON	135		
403-A	19-MM, ST, ASPHALT PAVEMENT	TON	250		
626-H	THERMOPLASTIC DETAIL STRIPE, WHITE	LIN. FOOT	340		
626-H	THERMOPLASTIC LEGEND, WHITE	SQ. FT.	50		
628-F	LEGEND HANDICAP SYMBOL, BLUE ADA	EACH	1		
907-628-G	6" COLD PLASTIC DETAIL STRIPE, BLUE ADA	LIN. FOOT	130		
TOTAL ADDITIVE ALTERNATE NO. 2:					

ADDITIVE ALTERNATE NO. 3					
Pay Item	Pay Item	Pay Item	Pay Item	Unit Price	Price Extension
601-A	CLASS B STRUCTURAL CONCRETE (PAVILION SLAB)	CU. YD.	22		
602-A	REINFORCING STEEL (PAVILION SLAB)	LB	252		
TOTAL ADDITIVE ALTERNATE NO. 3:					

ADDITIVE ALTERNATE NO. 4					
Pay Item	Pay Item	Pay Item	Pay Item	Unit Price	Price Extension
907-242-PP	CONSTRUCTION OF PAVILIONS	EACH	2		
907-682-PP	PAVILION LIGHTING	LUMP SUM	1		
TOTAL ADDITIVE ALTERNATE NO. 4:					

ADDITIVE ALTERNATE NO. 5					
Pay Item	Pay Item	Pay Item	Pay Item	Unit Price	Price Extension
907-242-PP	INSTALLATION OF KAYAK ROLLERS	EACH	37		
TOTAL ADDITIVE ALTERNATE NO. 5:					

ADDITIVE ALTERNATE NO. 6					
Pay Item	Pay Item	Pay Item	Pay Item	Unit Price	Price Extension
907-242-PP	INSTALLATION OF VIDEO SURVEILLANCE EQUIPMENT	LUMP SUM	1		
TOTAL ADDITIVE ALTERNATE NO. 6:					

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder agrees that the Work will be substantially complete for the Base Bid within **120** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **120** calendar days after the date when the Contract Times commence to run. An additional 30 calendar days will be added if Additive Alternate No. 1 is awarded. An additional 20 calendar days will be added if Additive Alternate No. 2 is awarded. An additional 5 calendar days will be added if Additive Alternate No. 3 is awarded. An additional 15 calendar days will be added if Additive Alternate No. 4 is awarded.
- 4.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.

2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

Bidder's Contractor License No.: (if applicable)

BID BOND (PENAL SUM FORM)

Bidder Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: City of Hattuesburg, MS Address <i>(principal place of business)</i> : 200 Forrest Street Hattiesburg, MS 39401	Bid Project <i>(name and location)</i> : Sims Road Boat Ramp Improvements Bid Due Date:
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

NOTICE OF AWARD

Date of Issuance:

Owner: City of Hattiesburg

Owner's Project No.:

Engineer: Neel-Schaffer, Inc.

Engineer's Project No.: NS.18248

Project: Sims Road Boat Ramp Improvements

Contract Name: Sims Road Boat Ramp Improvements

Bidder:

Bidder's Address:

You are notified that Owner has accepted your Bid dated **[date]** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

[Describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is **\$(Contract Price)**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

[Number of copies sent] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **[number of copies sent]** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **[Describe other conditions that require Successful Bidder's compliance]**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Hattiesburg, MS**

By (signature): _____

Name (printed): _____

Title: _____

Copy: Engineer

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Hattiesburg, MS** ("Owner") and [name of contracting entity] ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Sims Road Boat Ramp Improvements**

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Sims Road Boat Ramp Improvements**

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained **Geoffrey Crosby, PE of Neel-Schaffer, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

- 4.01 A. The Work will be substantially complete within **120** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **120** days after the date when the Contract Times commence to run. An additional 30 calendar days will be added if Additive Alternate No. 1 is awarded. An additional 20 calendar days will be added if Additive Alternate No. 2 is awarded. An additional 5 calendar days will be added if Additive Alternate No. 3 is awarded. An additional 15 calendar days will be added if Additive Alternate No. 4 is awarded.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration

proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **\$750** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$750.00** for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. Total of Lump Sum Amounts and Unit Price Work (subject to final Unit Price adjustment) **\$(number)**.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **95** percent of the value of the Work completed (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
- 6. Drawings (not attached but incorporated by reference) consisting of __ sheets with each sheet bearing the following general title: **Sims Road Boat Ramp Improvements**.
 - 7. Addenda (numbers **[number]** to **[number]**, inclusive).
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. **None**
 - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.

- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - 6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - 7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - 8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - 9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **[indicate date on which Contract becomes effective]** (which is the Effective Date of the Contract).

Owner:

Contractor:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

NOTICE TO PROCEED

Owner: City of Hattiesburg, MS Owner's Project No.: _____
Engineer: Neel-Schaffer, Inc. Engineer's Project No.: NS.18248
Contractor: _____ Contractor's Project No.: _____
Project: Sims Road Boat Ramp Improvements
Contract Name: Sims Road Boat Ramp Improvements
Effective Date of Contract: _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **[date Contract Times are to start]** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement: **[Select one of the following two alternatives, insert dates or number of days, and delete the other alternative.]**

The date by which Substantial Completion must be achieved is **[date for Substantial Completion, from Agreement]**, and the date by which readiness for final payment must be achieved is **[date for readiness, from Agreement]**.

[or]

The number of days to achieve Substantial Completion is **[number of days, from Agreement]** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of **[date, calculated from commencement date above]**; and the number of days to achieve readiness for final payment is **[number of days, from Agreement]** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of **[date, calculated from commencement date above]**.

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

Owner: City of Hattiesburg, MS
By (signature): _____
Name (printed): _____
Title: _____
Date Issued: _____
Copy: Engineer

PERFORMANCE BOND

Contractor Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: City of Hattiesburg, MS Mailing address <i>(principal place of business)</i> : 200 Forrest Street Hattiesburg, MS 39401	Contract Description <i>(name and location)</i> : Sims Road Boat Ramp Improvements Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **None**

PAYMENT BOND

Contractor Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: City of Hattiesburg, MS Mailing address <i>(principal place of business)</i> : 200 Forrest Street Hattiesburg, MS 39401	Contract Description <i>(name and location)</i> : Sims Road Boat Ramp Improvements Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **None**

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Hattiesburg, MS Owner's Project No.:
Engineer: Neel-Schaffer, Inc. Engineer's Project No.: NS.18248
Contractor: Contractor's Project No.:
Project: Sims Road Boat Ramp Improvements
Contract Name: Sims Road Boat Ramp Improvements

This ☐ Preliminary ☐ Final Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

[Describe the portion of the work for which Certificate of Substantial Completion is issued]

Date of Substantial Completion: **[Enter date, as determined by Engineer]**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☐ None ☐ As follows:

[List amendments to Owner's Responsibilities]

Amendments to Contractor's Responsibilities: ☐ None ☐ As follows:

[List amendments to Contractor's Responsibilities]

The following documents are attached to and made a part of this Certificate:

[List attachments such as punch list; other documents]

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By (signature): _____

Name (printed): _____

Title: _____

NOTICE OF ACCEPTABILITY OF WORK

Owner:	City of Hattiesburg, MS	Owner's Project No.:	
Engineer:	Neel-Schaffer, Inc.	Engineer's Project No.:	NS.18248
Contractor:		Contractor's Project No.:	
Project:	Sims Road Boat Ramp Improvements		
Contract Name:	Sims Road Boat Ramp Improvements		
Notice Date:	Effective Date of the Construction Contract:		

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

- requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
- 11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 - 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 - 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 - 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 - 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 - 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 - 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 - 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 - 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 - 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 - 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
 - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

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

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
 - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

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

5.03 *Subsurface and Physical Conditions*

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

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

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

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

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

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

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

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

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

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
- 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 1. Observations by Engineer;
 - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. Use or occupancy of the Work or any part thereof by Owner;
 - 5. Any review and approval of a Shop Drawing or Sample submittal;
 - 6. The issuance of a notice of acceptability by Engineer;
 - 7. The end of the correction period established in Paragraph 15.08;
 - 8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 Delegation of Professional Design Services

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

- B. *Change Proposal Procedures*

- 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
- 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
- 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
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 in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, 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.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:
 - 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
 - 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 6. Expenses incurred in preparing and advancing Claims.
 - 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee*
 - 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
 - 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
- 3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No suggested Supplementary Conditions in this Article.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Copies of Documents*

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

- A. Owner shall furnish to Contractor **one** printed copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.05 *Delays in Contractor's Progress*

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. *Weather-Related Delays*

- a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.
- b. The existence of abnormal weather conditions will be determined as set forth in Article 11:

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 Subsurface and Physical Conditions

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
None		[Identify Technical Data]

- F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
None		[Identify Technical Data]

- G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents at **[location]** during regular business hours, or may request copies from Engineer.

5.06 Hazardous Environmental Conditions

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data
None		[Identify Technical Data]

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
None		[Identify Technical Data]

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

6.02 *Insurance—General Provisions*

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

6.03 *Contractor's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following: **None**
- E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory

- F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
 1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,

2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.
 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
 6. Any limitation or exclusion based on the nature of Contractor's work.

7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$1,000,000
Products—Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

- J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$1,000,000

- K. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000

- L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of **\$5,000,000** after accounting for partial attribution of its limits to underlying policies, as allowed above.
- M. *Contractor's Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of

pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	\$N/A
General Aggregate	\$N/A

- N. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

6.04 *Builder's Risk and Other Property Insurance*

SC-6.04 Delete Section 6.04.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

- C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
 3. *Liaison*

- a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.
- 4. *Review of Work; Defective Work*
 - a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Observe whether any Work in place appears to be defective.
 - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
- 5. *Inspections and Tests*
 - a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
 - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
- 6. *Payment Requests: Review Applications for Payment with Contractor.*
- 7. *Completion*
 - a. Participate in Engineer's visits regarding Substantial Completion.
 - b. Assist in the preparation of a punch list of items to be completed or corrected.
 - c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - d. Observe whether items on the final punch list have been completed or corrected.
- D. The RPR will not:
 - 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 - 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.

- 5 Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11—CHANGES TO THE CONTRACT

11.08 *Change of Contract Times*

SC-11.08 Add the following new paragraphs immediately after Paragraph 11.08.C:

- C. In addition to the requirements of Paragraph 4.05 of the General Conditions, rainstorms which are encountered in the project area on a regular and seasonal basis do not constitute an abnormal weather condition.

Determining regular and seasonal rainfall amounts is based on historical rainfall data for events greater than 0.10 inches plus an approximate amount of assumed wet conditions resulting from these. Isolated rainfall events less than 0.10 inches are not considered as an impact to construction activities. The following table provides weather impact days per month which will be considered as regular and seasonal rainfall for the project area.

Historical Rainfall Data												
Month	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Average Rain Days	8	8	8	7	7	8	8	8	6	4	5	8

The frequency of rain and weather impact days during the project must exceed the averages shown in the table to be considered as abnormal. The weather impact delays shall be compared on a monthly basis.

ARTICLE 12—CLAIMS

No suggested Supplementary Conditions in this Article.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.03 *Unit Price Work*

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

- E. *Adjustments in Unit Price*
 1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

- a. the extended price of a particular item of Unit Price Work amounts to **five** percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than **25** percent from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

No suggested Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 Progress Payments

SC 15.01.B DELETE Paragraph 15.01.B.1 in its entirety and INSERT the following in its place:

1. The **CONTRACTOR'S** partial payment period shall end on the last day of each month. The **CONTRACTOR** shall submit acceptable Application for Payment to the **ENGINEER** by the date indicated on the payment schedule as supplied to **CONTRACTOR** by **ENGINEER** provided that the amount due on completed work is at least \$500.00. The partial payment request shall be filled out and signed by the **CONTRACTOR** covering the work completed as of the date of the request and accompanied by such supporting documentation as is required by the Contract Documents and also as the **ENGINEER** may reasonably require. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include in any monthly estimate advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site, the Application for Payment shall also be accompanied by such data, satisfactory to **OWNER**, as will establish **OWNER'S** title to the material and equipment and protect **OWNER'S** title to the material and equipment and protect **OWNER'S** interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of **CONTRACTOR** stating that all previous progress payments received on account of the Work have been applied to discharge in full all of **CONTRACTOR'S** obligations reflected in prior Applications for Payment.

SC 15.01.B DELETE Paragraph 15.01.B.4 in its entirety and INSERT the following in its place:

4. After each monthly estimate has been approved, the **OWNER** shall pay to the **CONTRACTOR** 95 percent of the amount of said estimate. From the total value of each estimate there will be

deducted an amount equivalent to 5 percent of the whole as a retainage to be held by the **OWNER**. The monthly estimates will be approximate only and subject to correction in any subsequent estimate rendered following discovery of the error. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include any monthly advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work.

SC 15.01.B ADD the following new paragraphs immediately after Paragraph 15.01.B.4:

5. Subsequent to discovery of any defective or questionable work, an amount equal to the estimated value of such work will be deducted from the next current estimate. The sum will not be included in a subsequent estimate until the defects have been remedied to the ENGINEER'S satisfaction.
6. The OWNER reserves the right to withhold payment of any monthly estimate that becomes due if, in the opinion of the OWNER'S Attorney, such action is warranted because of any breach of the Contract Provisions or malfeasance on the part of the CONTRACTOR or because the progress or the quality of the work is unsatisfactory and does not comply with the Plans and Specifications.

SC 15.01.D AMEND the language in the first sentence of Paragraph 15.01.D.1 to read as follows:

CHANGE the language from "Ten days," to "60 days".

15.06 *Final Payment*

SC 15.06.E DELETE Paragraph 15.01.B.4 in its entirety and INSERT the following in its place:

If the Application and accompanying documentation are appropriate as to form and substance, **OWNER** shall, within 60 days after receipt thereof, pay **CONTRACTOR** the amount recommended by **ENGINEER**.

15.07 *Waiver of Claims*

SC 15.07 DELETE this article in its entirety.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No suggested Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

17.01 *Methods and Procedures*

SC17.01.B DELETE Paragraph 17.01.B.2 in its entirety.

17.03 *Attorneys' Fees*

SC-17.01 Add the following new paragraph immediately after Paragraph 17.01.

17.02 *Attorneys' Fees*

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an

equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

ARTICLE 18—MISCELLANEOUS

No suggested Supplementary Conditions in this Article.

CHANGE ORDER NO.: [Number of Change Order]

Owner:	City of Hattiesburg, MS	Owner's Project No.:	
Engineer:	Neel-Schaffer, Inc.	Engineer's Project No.:	NS.18248
Contractor:		Contractor's Project No.:	
Project:	Sims Road Boat Ramp Improvements		
Contract Name:	Sims Road Boat Ramp Improvements		
Date Issued:		Effective Date of Change Order:	

The Contract is modified as follows upon execution of this Change Order:

Description:

[Description of the change]

Attachments:

[List documents related to the change]

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] : \$ _____	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: \$ _____	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)

Authorized by Owner

By: _____

Title: _____

Date: _____

Authorized by Owner

Approved by Funding Agency (if applicable)

By: _____

Title: _____

Date: _____

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-234-1

CODE: (SP)

DATE: 10/13/2021

SUBJECT: Silt Fence

Section 234, Silt Fence, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-234.02--Materials. Delete the first paragraph of Subsection 234.02 on page 181, and substitute the following.

Materials used in silt fence and super silt fence may be accepted by certification per Subsection 700.05.1. Geotextile fabric, posts, staples and woven wire backing, when required, shall meet the requirements of Subsection 714.13.

907-234.05--Basis of Payment. Add the “907” prefix to the pay items listed on page 183.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-628-5

CODE: (IS)

DATE: 01/08/2020

SUBJECT: Cold Plastic Blue-ADA Pavement Markings

Section 628, Cold Plastic Pavement Markings, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction, is hereby amended as follows.

907-628.02--Materials. After the first paragraph of Subsection 628.02 on page 499, add the following.

Blue-ADA cold plastic marking material shall meet the requirements of Subsection 720.04 with the exception that the material color shall be Blue-ADA.

907-628.04--Method of Measurement. After the sentence in Subsection 628.04 on page 499, add the following.

Cold Plastic Legend, Handicap Symbol of the color specified will be measured per each as determined by actual count in place.

907-628.05--Basis of Payment. Delete the first sentence under Subsection 628.05 on page 499 and substitute the following.

Cold plastic pavement markings will be paid for at the contract unit price per mile, linear foot, square foot or each, as applicable, which shall be full compensation for completing the work.

Add the following to the list of pay items on page 500.

907-628-E: Cold Plastic Detail Stripe, Blue-ADA	- per linear foot
907-628-F: Cold Plastic Legend, Blue-ADA	- per square foot
907-628-F: Cold Plastic Legend, Handicap Symbol	- per each

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-637-3

CODE: (IS)

DATE: 05/25/2021

SUBJECT: Traffic Signal Conduit and Pull Boxes

Section 637, Traffic Signal Conduit and Pull Boxes, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-637.02--Materials.

907-637.02.1--Pull Box / Enclosures. Delete the first sentence of the second paragraph of Subsection 637.02.1 on page 558, and substitute the following.

For grade level pull boxes and enclosures only, Tier 22 (22,500-pound design load, 33,750-pound test load) enclosures with minimum size dimensions as shown in the detail drawings on the plans shall be installed for use in traffic signal construction. Enclosure boxes shall be open bottom.

Delete the fourth sentence of the second paragraph of Subsection 637.02.1 on page 558.

907-637.03--Construction Requirements.

907-637.03.1--Pull box/Enclosures. Delete the sixth sentence of the first paragraph of Subsection 637.03.1 on page 559, and substitute the following.

Enclosures located in soil or sodded areas shall be installed with a supporting poured concrete collar or approved composite collar assembly, as shown by details on the plans.

907-637.03.2.1--Conduit Duct Bank. Delete the first sentence of subparagraph a) under Bored or drilled conduit in Subsection 637.03.2.1 on page 560, and substitute the following.

All conduits under railroad tracks shall be horizontal directional bored or drilled at a minimum of ten (10) feet below the railroad bed, or as required by the Railroad Company.

Delete Subsections 637.03.2.4 and 637.03.2.5 on pages 561 & 562, and substitute the following.

907-637.03.2.4--Blank.

907-637.03.2.5--Blank.

After Subsection 637.03.2.7 on page 563, add the following.

907-637.03.3--Submittals. The submittal requirements defined in the Notice to Bidders entitled “ITS General Requirements” shall be met if the NTB is included as part of the Project Proposal

and Contract Documents. In all cases, submittals shall be thorough and timely. All costs associated with submittals shall be included in the overall contract price; no separate payment will be made for any documenting and submitting.

907-637.03.4--Quality Assurance. The quality assurance requirements defined in the Notice to Bidders entitled "ITS General Requirements" shall be met if the NTB is included as part of the Project Proposal and Contract Documents. In all cases, the Contractor shall conduct, maintain, and leave the worksite in a professional and organized manner. All costs associated with the quality assurance requirements shall be included in the overall contract price.

907-637.04--Method of Measurement. Delete subparagraphs a) and b) in Subsection 637.04 on page 563, and substitute the following.

- a) From center to center of pull box and/or foundation.
- b) Any above ground vertical conduit runs, as indicated in the plans. Measurement in underground conduit is only in the horizontal plane and no additional quantity shall be added for conduit depth or change in elevation of the conduit.

907-637.05--Basis of Payment. Delete the first, second, third, fourth and fifth paragraphs of Subsection 637.05 on page 564, and substitute the following.

Pull Box Enclosures, measured as prescribed above, will be paid for at the contract unit price per each, which price shall be full compensation for furnishing all materials including the cover, installing, crushed gravel underlayment, poured concrete collars, replacement of sod or existing grassing, final clean-up and for all equipment, all documentation and submittals, tools, labor and incidentals necessary to complete the work and quality assurance.

Conduit / Duct Bank, measured as prescribed above, will be paid for per linear feet, which price shall be full compensation for all materials, equipment, labor, trenching, installing, backfilling trench, plowing, directional boring, restoration, marking tape, pull tape, duct plugs, fittings, testing, bore logs, all documentation and submittals, and all other incidentals necessary for the installation and quality assurance of the conduit system.

Rigid Galvanized Steel, measured as prescribed above, will be paid for per linear feet, which price shall be full compensation for all materials, equipment, labor, all documentation and submittals, all related materials including but not limited to couplings, mounting straps, bonding to ground, etc., that is installed on sign structures, poles or between the pull boxes, and all other incidentals necessary for the installation and quality assurance of the conduit system.

Duct Plugs and Sealant will be included in the cost of the conduit and will not be measured separately.

Delete the pay items listed on page 564 and substitute the following.

907-637-A: Pull Box Enclosure, Type

- per each

907-637-B:	Pull Box Enclosure, Structure Mounted, <u>Type</u>	- per each
907-637-C:	Traffic Signal Conduit, Underground, <u>Type, Size</u>	- per linear foot
907-637-D:	Traffic Signal Conduit, Underground Drilled or Jacked, <u>Type, Size</u>	- per linear foot
907-637-E:	Traffic Signal Conduit, Structural Conduit, <u>Type, Size</u>	- per linear foot
907-637-F:	Traffic Signal Conduit, Aerial Supported, <u>Type, No, Size</u>	- per linear foot
907-637-G:	Traffic Signal Conduit, Underground Encased in Concrete, <u>Type, Size</u>	- per linear foot
907-637-H:	Traffic Signal Conduit Bank, Underground, <u>Type, No., Size</u>	- per linear foot
907-637-I:	Traffic Signal Conduit Bank, Underground Drilled or Jacked, <u>Type, No., Size</u>	- per linear foot
907-637-J:	Traffic Signal Conduit Bank, Structural Conduit, <u>Type, No., Size</u>	- per linear foot
907-637-K:	Traffic Signal Conduit Bank, Aerial Supported, <u>Type, Size and Number</u>	- per linear foot

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-708-4

CODE: (SP)

DATE: 09/21/2021

SUBJECT: Concrete Pipe

Section 708, Non-Metal Structures and Cattlepasses, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-708.02--Concrete Pipe.

907-708.02.1--Materials for Use in Concrete Pipe.

907-708.02.1.2--Fly Ash. Delete Subsection 708.02.1.2 on page 758, and substitute the following.

Fly ash conforming to the requirements of Subsection 714.05 may be used to replace hydraulic cement on a one to one replacement rate. If a type IL cement conforming to the requirements of Subsection 701.04 is used, the fly ash replacement shall not exceed 35% by weight of the cement. For all other Types of cement, the fly ash replacement rate shall not exceed 25% by weight of hydraulic cement.

907-708.02.3--Exceptions to AASHTO Standard Specifications. After Subsection 708.02.3.7 on page 760, add the following.

907-708.02.3.8--Lifting Device. In lieu of lift holes, the producer may cast an approved lifting device in the pipe during the manufacturing process. Should a lifting device be included with the pipe, the Contractor shall cut off or grind down the lifting device flush with the pipe surface after placement of the pipe. The area around the lifting device shall be coated with a sealer approved by the Engineer.

907-708.02.5--Reinforced Concrete Pipe. Delete the second paragraph in Subsection 708.02.5 on page 760, and substitute the following.

907-708.02.5.1--Class V Pipe With Diameter 54 Inches and Greater. Class V pipe with diameters of 54 inches and larger shall meet the requirements of AASHTO M 170 or M 242 as modified by Subsection 708.02 and herein.

Appendix A

Storm Water Pollution Prevention Plan

STORM WATER POLLUTION PREVENTION PLAN

SIMS ROAD BOAT RAMP IMPROVEMENTS

**CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI**

October, 2024

PREPARED BY:



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- I. General Description of Project
- II. Site Information
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- IV. Maintenance During Construction
- V. Reporting Requirements
- VI. Post Construction Controls
- VII. Housekeeping Practices
- VIII. Appendix
 - A Site Location Map and Soils Map
 - B Inspection Report and Certification Form

I. General Description of Project

The purpose of the project is to construct a boat ramp, parking, and site improvements at the intersection of Sims Road and the Leaf River in Hattiesburg, Mississippi. The project will consist of dirt work, asphalt, concrete paving, and fencing. The proposed project site encompasses approximately 1.95 acres located within Forrest County, Mississippi.

II. Site Information

The site is located in Section 32 Township 4 North, Range 12 West, Forrest County, Mississippi. A site location map is enclosed in Appendix A. According to the USDA-Soil Conservation Service and Forest Service soil survey report, the soil in the project area is primarily comprised of Jena-Nugent association, frequently flooded and Latonia-Trebloc association, occasionally flooded.

III. Erosion and Sediment Controls

Soil stabilization-vegetative stabilization measures must be initiated no later than the next available work day if the area will not be disturbed within fourteen (14) days or more. The appropriate temporary or permanent vegetative practices shall be implemented no later than the next available work day.

1. Provide and maintain a fifty (50) foot undisturbed buffer around the waters of the U.S. or provide and maintain an undisturbed natural buffer that is less than fifty (50) feet that is supplemented by additional erosion and sediment controls which in combination achieves the sediment load reduction equivalent to a fifty (50) foot undisturbed natural buffer. Storm water is to be directed to vegetated areas that maximize storm water infiltration to reduce pollutant discharges.
2. Topsoil should be stockpiled and used in areas that will be re-vegetated. When final grade is reached it should be disturbed to a minimum depth of 2 inches on 3:1 slopes and 4 inches on flatter slopes.
3. Heavy equipment used in areas to be re-vegetated shall be avoided. If compaction cannot be avoided, the top 4 inches of the soil bed should be tilled before re-vegetation. Any necessary fertilizer or other soil amendments should be added during the tilling process.

The Mississippi “Handbook for Erosion, Sediment Control and Stormwater Management on Construction Sites and Urban Areas” (Mississippi Department of Environmental Quality, 2011) in addition to the Field Manual for Erosion and Sediment Control on Construction Site in Mississippi (second edition – 2005) will be used as the guideline for the Stormwater Pollution Prevention Plan for the proposed construction. Each Construction Contractor and Subcontractor will be required to use the applicable sections of the manual for erosion and sedimentation control.

Silt fences will be erected and maintained on all drainage leaving the work area until completion of construction activities and permanent grass cover is established. Areas where construction activity temporarily ceases for more than 14 days, the appropriate temporary or permanent vegetative practices shall be initiated no later than the next working day. Wattles will be used in conjunction with silt fences to help control the flow of water within and across the work area. All wattles will be removed after permanent grass cover is established. Sand bags and/or gravel will be used for inlet protection and will be removed once inlet areas are paved or permanently grassed. Stockpiled soils shall be protected by plastic sheeting held in place by sandbags or a collection trench protected with silt fence or wattles. A waste pit shall be established to contain waste from concrete truck wash-out. The debris from this pit shall be removed and at the completion of the project.

All control measures and housekeeping practices shall be in full compliance with Mississippi’s “Planning and Design Manual for the Control of Erosion, Sediment and Stormwater” and “Field Manual for Erosion and Sediment Control on Construction Site in Mississippi.” (See attached general installation/placement of control measures.)

The maximum total acreage that can be disturbed, at one time, on the project is TEN (10) acres. The Contractor shall be required to “stabilize” disturbed areas prior to opening additional sections of the project. “Stabilized” shall be when the disturbed area has been grassed either temporary or permanent, and mulched according to the specifications. Disturbed areas include roadbeds, slopes, and other remaining areas within the project limits.

All erosion control measures shall be monitored closely during the life of the project. The erosion control plan is a living document and shall be modified and updated as field conditions warrant.

No sediment basins are required for this project.

1. Steep Slopes that cannot be avoided must have, at a minimum, silt fence or equivalent sediment controls for all down slope boundaries.
 2. Construction entrances/exits shall be installed wherever traffic will be leaving a construction site and moving directly onto a paved public road.
 3. Storm Drain Inlets that could receive storm water from construction activities shall be protected by surrounding or covering with a filter material until final stabilization has been achieved.
-
1. Perimeter silt fencing shall be maintained throughout the life of the project.
 2. Construction activities shall be scheduled or sequenced so as to concentrate work in certain areas to minimize the amount of soil that is exposed at one time.
-
3. Silt fencing shall remain installed until such time as the engineer deems that the permanent grass establishment is sufficient.
 4. Although the owner will retain other undeveloped land, no construction activity will take place outside of the shown project limits.

Implementation of Controls:

1. Install erosion controls as shown on the plan details and temporarily adjust and replace them for utility installations. When the height of the accumulated sediment reaches 1/3 of the height of the control, sediment shall be removed. Non-functional controls shall be replaced within 24 hours of discovery. When a disturbed area is to be left 14 days or more, the appropriate temporary or permanent vegetative practices shall be initiated no later than the next working day.
2. The owner, in disturbing an area, shall implement controls as needed to prevent erosion and adverse impacts to waters of the State.
3. Comply with applicable State and local waste and sanitary sewer disposal regulations.

Housekeeping Practices:

1. The permit holder shall design, install, implement and maintain practices appropriate to prevent pollutants from entering storm water from construction sites because of poor housekeeping. These practices are listed in the SWPPP and located on the site map.
2. Chemicals, solvents, paints, fuels and other potential pollutants shall be kept under cover in a location that is not affected by storm water runoff. Equipment and containers are not to be washed in an area that will allow runoff to directly enter a stream or storm drain inlet.
3. Equipment Maintenance and Repair:
There shall be no major maintenance and/or repairs performed within the project area. Minor maintenance and repairs shall be permitted only after appropriate erosion control measures are in place.
4. Concrete Chute Wash Off:
There will be an established collection pit for concrete chute wash off. Debris from this pit shall be collected and emptied off site.

5. Waste Receptacles and Waste Collection:

Each construction crew will be responsible for providing waste receptacles for their use. The receptacles shall be emptied off site at an appropriate interval.

6. Sanitary Facilities:

Each construction crew shall be responsible for providing and maintaining adequate sanitary facilities for their own use. Please note that the sanitary facilities are not permitted to discharge into State Waters. Portable facilities shall not be placed near storm water inlets. Portable facilities in which the sanitary waste is collected, shall be disposed of at an appropriate treatment facility.

IV. Maintenance During Construction

Construction will not begin until adequate erosion control measures are in place. A construction sequence shall be as follows.

Construction Sequence

1. Obtain plan approval and other applicable permits.
2. Hold preconstruction conference at least one week prior to starting construction.
Weekly review of erosion, sediment, and stormwater control plan will be conducted.
3. Flag the work limits.
4. Install sediment controls as the first construction activity. Sediment controls are to be installed at locations indicated on the Contractor's Erosion Control Plan. Install construction entrances at each entry point.
5. All erosion and sediment control practices will be inspected weekly and after a rain that produces a discharge. Necessary repairs will be made immediately. Controls will be monitored and maintained throughout the project duration
6. Clear and grub the project site.
7. Complete site work, grading/drainage installation, building construction, and pavement installation.
8. Complete final grading of grounds and permanently vegetate, landscape, and mulch.

9. After site is stabilized, remove all temporary erosion control measures and install permanent vegetation on any disturbed areas.
10. Estimated time before final stabilization from commencement of project ~ 12 months.

The maintenance plan shall be as follows

Maintenance Plan

Short Term

1. All erosion and sediment controls will be checked for stability and operation following every runoff-producing rainfall but in no case less than once every week. Any needed repairs will be made immediately to maintain all practices as designed.
2. Sediment will be removed from behind the sediment barriers when one-third to one-half of the height of the barrier is reached. Sediment barriers will be replaced as necessary to maintain all sediments within the project site.
3. All seeded areas will be fertilized, reseeded as necessary, and mulched according to specifications in the vegetative plan to maintain a vigorous, dense vegetative cover.
4. As needed, new or additional workers will be utilized in the implementation of the operation and maintenance of plan features.

Long Term

1. All vegetated areas will be maintained in adequate condition to provide proper ground cover, thereby reducing erosion potential.
2. Areas where vegetation is lost will be fertilized, seeded, and maintained as necessary to restore ground cover.

Maintenance and Weekly Inspections:

1. Inspection of all erosion controls shall be performed weekly and after a rain that produces a discharge. Record of such inspections shall be made and documented on the attached form. Inspections must continue until construction is completed or land disturbing activities have ceased and ground cover is established.
2. Maintenance and additional controls may be installed as directed by the Engineer or Owner, based on construction activities and practices.

These measures will generally consist of the items stated in Section III of this report. The measures shall remain in place during construction. Any disturbed or damaged control measures shall be immediately repaired or replaced.

1. Accumulation of soils at Construction Entrance will be washed or swept to sediment barriers for collection.
2. Silt fences will be inspected for depth of sediment, tears, to see if the fabric is securely attached to fence posts, and to see that the fence posts are firmly in the ground at each inspection.
3. Wattles will be inspected for displacement and stake attachment.
4. Sandbags will be inspected for placement and stability.
5. Temporary and permanent seeding/sodding will be inspected for bare spots, washouts, and healthy growth.
6. Permanent grassing of the project area shall commence as soon as practical. All grassed areas shall be maintained to an acceptable level until the construction is completed.

V. Reporting Requirements

All inspection of erosion and sediment controls shall be kept using the forms included in Appendix B. If requested, reports shall be submitted to the Mississippi Office of Pollution Control at the following address:

Chief, Environmental Permits Division
Office of Pollution Control
Department of Environmental Quality
P.O. Box 10385
Jackson, MS 39289-0385

Otherwise, contractor shall maintain inspection records on site and made available to MDEQ staff.

VI. Post Construction Controls

Controls after the project has been completed will consist of permanent grass growth being established.

VII. Floccuant Application:

Flocculants not used for this project.

VIII. Prepare Scaled Site Map(s):

See Attached Drawings

XV. Non-Storm Water Discharge Management:

See Attached Drawings

XVI. Final Stabilization:

All disturbed areas shall receive the appropriate permanent vegetative practices no later than the next working day within fourteen (14) days of no disturbance.

XVII. Storm Water Training:

Storm water training and record keeping shall be as described in ACT5 T-20 and T-21 of the Large Construction Storm Water General Permit. The General Permit can be found on MDEQ's website. Employee Training Documentation and SWPPP shall be maintained on site and made available to MDEQ personnel for inspection upon request.

Appendix

Appendix A - Site Location Map and Soils Map

Appendix B - Inspection Report and Certification Form

APPENDIX A

SITE LOCATION MAP AND SOILS MAP

Soil Map—Forrest County, Mississippi (Sims Road Boat Ramp)



Soil Map—Forrest County, Mississippi
(Sims Road Boat Ramp)

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

Water Features



Streams and Canals

Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

Background



Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Forrest County, Mississippi

Survey Area Data: Version 19, Sep 9, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Nov 14, 2021—Nov 24, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
JN	Jena-Nugent association, frequently flooded	0.1	1.3%
LT	Latonia-Trebloc association, occasionally flooded	4.9	95.4%
W	Water	0.2	3.3%
Totals for Area of Interest		5.2	100.0%

APPENDIX B
INSPECTION REPORT AND CERTIFICATION FORMS

Submit only upon request from MDEQ



SMALL CONSTRUCTION NOTICE OF INTENT (SCNOI)

GENERAL NPDES PERMIT MSR15 ____ (Number to be assigned by MDEQ if submitted)

Prior to the commencement of small construction activity (see Small Construction General Permit ACT11, T-17), the owner or operator of a small construction project must complete this form and develop a Storm Water Pollution Prevention Plan (SWPPP) as required by ACT5 of Mississippi's Small Construction General Permit. **This SCNOI and SWPPP shall be submitted to the Mississippi Department of Environmental Quality (MDEQ) only upon request from MDEQ; however, the SCNOI and SWPPP must be maintained at the permitted site or locally available in case inspector review is necessary.** Attachments with this SCNOI must include: a USGS quad map or copy showing site location (only if required to be submitted to MDEQ) and a Storm Water Pollution Prevention Plan (SWPPP). All questions must be answered – answer "NA" if the question is not applicable.

PROJECT INFORMATION

OWNER CONTACT PERSON:

OWNER COMPANY NAME:

OWNER STREET (P.O. BOX):

OWNER CITY:

STATE: _____ ZIP: _____

OWNER PHONE # (INCLUDE AREA CODE):

OPERATOR (if different from owner) CONTACT PERSON:

OPERATOR COMPANY:

OPERATOR STREET (P.O. BOX):

OPERATOR _____ CITY: _____

STATE: _____ ZIP: _____

OPERATORPHONE # (INCLUDE AREA CODE):

PROJECT NAME: _____

DESCRIPTION OF CONSTRUCTION ACTIVITY: _____

ACREAGE DISTURBED (to be covered by this permit, area must be less than five (5) acres): _____

PHYSICAL SITE ADDRESS (If not available, indicate the nearest named road. For linear projects, indicate the beginning of the project and identify all counties the project traverses.):

STREET: _____

CITY: _____ COUNTY: _____ ZIP: _____

NEAREST NAMED RECEIVING STREAM: _____

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature¹

Date Signed

Printed Name

Title

¹This application shall be signed according to the Small Construction General Permit, ACT10, T-4.

If requested, please submit this form to:

Chief, Environmental Permits Division
MDEQ, Office of Pollution Control
P.O. Box 2261
Jackson, Mississippi 39225

MISSISSIPPI DEPARTMENT OF
ENVIRONMENTAL QUALITY

Facility Name:		Physical Address:	
Coverage Number:		Training Date:	
Training Topic:			
Training Description:			
Employee Name (printed)	Employee Signature	Worker ID Number	Initial/Refresher
"I certify under penalty of law that this report is true, accurate, and complete, to the best of my knowledge and belief."			
Trainer Name (printed)	Trainer Signature	Date	

PRIME CONTRACTOR CERTIFICATION

LARGE CONSTRUCTION GENERAL PERMIT

Coverage No. MSR10 _____ County _____

(Fill in your Certificate of Coverage Number and County)



By completing and submitting this form to MDEQ, the prime contractor is certifying that (1) they have operational control over the erosion and sediment control specifications (including the ability to make modifications to such specifications) or (2) they have day-to-day operational control of those activities at the site necessary to ensure compliance with the SWPPP and applicable permit conditions.

The owner(s) of the property and the prime contractor associated with regulated construction activity on the property have joint and severable responsibility for compliance with the permit. Notwithstanding any permit condition to the contrary, the coverage recipient and any person who causes pollution of waters of the state or places waste in a location where they are likely to cause pollution of any waters of the state shall remain responsible under applicable federal and state laws and regulations and applicable permits.

PRIME CONTRACTOR INFORMATION

PRIME CONTRACTOR CONTACT PERSON: _____ PHONE NUMBER: (____) _____

PRIME CONTRACTOR COMPANY: _____

PRIME CONTRACTOR STREET (P.O. BOX): _____

PRIME CONTRACTOR CITY: _____ STATE: _____ ZIP: _____

E-MAIL ADDRESS: _____

OWNER INFORMATION

OWNER CONTACT PERSON: _____ PHONE NUMBER: (____) _____

OWNER COMPANY NAME: _____

PROJECT INFORMATION

PROJECT NAME: _____

DESCRIPTION OF CONSTRUCTION ACTIVITY: _____

PHYSICAL SITE ADDRESS (If the physical address is not available indicate the nearest named road. For linear projects, indicate the beginning of the project and identify all counties the project traverses.)

STREET: _____

CITY: _____ COUNTY: _____

I certify that I am the prime contractor for this project and will comply with all the requirements in the above referenced general NPDES permit. I further certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Prime Contractor Signature¹ _____

Date Signed _____

Printed Name¹ _____

Title _____

¹This application shall be signed as follows:

- For a corporation, by a responsible corporate officer.
- For a partnership, by a general partner.
- For a sole proprietorship, by the proprietor.
- For a municipal, state or other public facility, by principal executive officer, mayor, or ranking elected official.

This Prime Contractors Certification form shall be submitted to:

Chief, Environmental Permits Division
MS Department of Environmental Quality, Office of Pollution Control
P.O. Box 2261
Jackson, Mississippi 39225

**LARGE CONSTRUCTION GENERAL PERMIT
SITE INSPECTION AND CERTIFICATION FORM
COVERAGE NUMBER (MSR10 ____)**



INSTRUCTIONS

Results of construction storm water inspections required by ACT6 of this permit shall be recorded on this report form and kept with the Storm Water Pollution Prevention Plan (SWPPP) in accordance with the inspection documentation provisions of ACT9 of the this permit. Inspections shall be performed at least weekly for a minimum of four inspections per month. The coverage number must be listed at the top of all Inspection and Certification Forms.

COVERAGE RECIPIENT INFORMATION

OWNER/PRIME CONTRATOR NAME: _____
PROJECT NAME: _____
PROJECT STREET ADDRESS: _____
PROJECT CITY: _____ PROJECT COUNTY: _____
OWNER/PRIME CONTRACTOR MAILING ADDRESS: _____
MAILING CITY: _____ STATE: _____ ZIP: _____
CONTACT PERSON: _____ CONTACT PHONE NUMBER: (____) _____
EMAIL ADDRESS: _____

INSPECTION DOCUMENTATION

DATE (mo/day/yr)	TIME (hr:min AM/PM)	ANY DEFICIENCIES? (CHECK IF YES)	INSPECTOR(S)
		☐	
		☐	
		☐	
		☐	
		☐	
		☐	

Deficiencies Noted During any Inspection (give date(s); attach additional sheets if necessary): _____

Corrective Action Taken or Planned (give date(s); attach additional sheets if necessary): _____

Based upon this inspection, which I or personnel under my direct supervision conducted, I certify that all erosion and sediment controls have been implemented and maintained, except for those deficiencies noted above, in accordance with the Storm Water Pollution Prevention Plan (SWPPP) and sound engineering practices as required by the above referenced permit. I further certify that the LCNOI and SWPPP information is up to date.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

Authorized Signature

Date

Printed Name

Title



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Betsy Mercier, Director of Parks and Recreation
cc:
Date: Tuesday, November 5, 2024
Re: Approve the sale of grave spaces per attached Memo's, Receipts, and Deeds.
File Number: 2024-615
Minute Book #

Summary

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

Recommendation Statement

I am recommending approval of the sale of grave spaces.

Please place this on the November 5, 2024 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Malcolm Clark

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 89, Section 39, Highland Cemetery

Dorothy Crosby

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 86, Section 34, Highland Cemetery

Phyllis Tolar

(4) Spaces \$ 700.00

South Half (S ½)

Lot 99, Section 21, Highland Cemetery

Michael Dancy

(1) Space \$ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 54, Section 38, Highland Cemetery

George Wilmer Earnestean Shanks

(1) Space \$ 150.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 67, Section 2, South Hill Cemetery

Onnie Ondrell Adams, Sr.

(1) Space \$ 150.00

West Half (W ½) of the Northeast Quarter (NE ¼)

Lot 88, Section 1, south Hill Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10/16/ 2024

SOLD TO:

Mr. Mrs. Miss Charles & Pamela Donald

ADDRESS 100 Ben Dr, Gulfport, MS 39503

desires to purchase the grave space described below, subject to Cemetery regulations.

SE 1/4 Lot No. 2 Section No. 36 in Highlands Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

Debit card

CITY OF HATTIESBURG, MISSISSIPPI

By Jammye Monice
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10/17/ 2024

SOLD TO:

Mr. Mrs. Miss Michael Dancy

ADDRESS 1214 N 34th Ave Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/4 SW 1/4 Lot No. 54 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Jammye Monice
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10/23/ 2024

SOLD TO:

Mr. Mrs. Miss Donnie Dndrell Adams Sr

ADDRESS 718 Tatum Rd Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

W 1/2 NE 1/4 Lot No. 88 Section No. 1 in Southhill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

Debit card

CITY OF HATTIESBURG, MISSISSIPPI

By Jammye Monice
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10/15/2024

SOLD TO:

Mr. Mrs. Miss Dorothy Crosby
ADDRESS 29 Vickers Cir. Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW Lot No. 86 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By Jimmiesena Monae
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10/15/2024

SOLD TO:

Mr. Mrs. Miss Phyllis Tolar
ADDRESS 13 Sunny Meadows Dr Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 Lot No. 99 Section No. 21 in Highland Cemetery

Number of grave spaces 4 Price per grave space \$ 175.00

Price Received \$ 700.00

ck #318

CITY OF HATTIESBURG, MISSISSIPPI

By Jimmiesena Monae
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-14-2024

SOLD TO:

Mr. Mrs. Miss Malcolm Clark
ADDRESS 205 S 15th Ave Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW Lot No. 89 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Cash card

CITY OF HATTIESBURG, MISSISSIPPI

By Jimmiesena Monae
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10/23/2024

SOLD TO:

Mr. Mrs. Miss

George Wilmer Earnestean Shanks

ADDRESS

2749 Oak Grove Rd lot 244 Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 67 Section No. 2 in Southhill Cemetery

Number of grave spaces 1

Price per grave space \$ 150.00

Price Received \$ 150.00

Debit Card

CITY OF HATTIESBURG, MISSISSIPPI

By

Jana Monroe
Supt. of City Cemeteries

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Dorothy Crosby, 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 86 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of November, 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 5th day of November, 2024.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Malcolm Clark, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)
Lot Number 89 Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of November, 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 5th day of November, 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, Charles & Pamela Donald., subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¼)

Lot Number 2 Section Number 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day November, 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 5th day of November, 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 Michael Dancy, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)
Lot Number 54 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 5th day of November, 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 5th day of November, 2024.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
SOUTH HILL CEMETERY

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Onnie Ondrell Adams, Sr., subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W½) of the Northeast Quarter (NE¼)

Lot Number: 88 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of November, 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 Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of November, 2024.

My Commission Expires: _____
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto George Wilmer Earnestean Shanks, 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: 67

Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of November, 2024.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of November, 2024.

My Commission Expires: _____

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, November 5, 2024
Re: Approve claims docket for the period ending October 31, 2024.
File Number: 2024-616
Minute Book #

Summary

Approve claims docket for the period ending October 31, 2024.

Recommendation Statement

Please place this on the November 5, 2024 City Council meeting for consideration.

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/1		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001000				BALANCE SHEET							
001000	0520LB			D/F LIBRARY							
002158	AT&T			M818327010594 9/24	0	2025	1	INV P	245.60	103124	305444 LONG DISTANCE
				ACCOUNT TOTAL					245.60		
001000	060100			GAS/LUBRICANT-CITY BARN							
049752	PIGOTT OIL COMPANY			DR-7623-241015123145	2500261	2025	1	INV P	20,263.54	103124	305572 GAS & DIESEL/FUEL S
049752	PIGOTT OIL COMPANY			SI-6671	2500379	2025	1	INV P	20,740.84	103124	305572 GAS & DIESEL/FUEL S
									41,004.38		
				ACCOUNT TOTAL					41,004.38		
001000	126100			BONDS PENDING							
051136	LOPEZ, DARWIN			10/17/24	0	2025	1	INV P	401.75	103124	305533 REFUND BOND CITATIO
051137	MCMICKLE, JOSEPH			10/17/24	0	2025	1	INV P	401.75	103124	305538 REFUND BOND CITATIO
051140	LOVE, KEHEMAL			10/17/24 REFUND	0	2025	1	INV P	1,601.75	103124	305534 REFUND BOND CITATIO
				ACCOUNT TOTAL					2,405.25		
				ORG 001000 TOTAL					43,655.23		
001001				REVENUES							
001001	287000			POLICE/FIRE-SPECIAL DUTY							
050100	P.A.S.S. SECURITY LL	001281		0	2025	1	INV P		125.00	103124	305564 PRIDE BRUNCH 10/13/
050100	P.A.S.S. SECURITY LL	001282		0	2025	1	INV P		250.00	103124	305564 BOSARGE RECEPTION 1
050100	P.A.S.S. SECURITY LL	001298		0	2025	1	INV P		137.50	103124	305564 GAUDET WEDDING RECE
050100	P.A.S.S. SECURITY LL	001299		0	2025	1	INV P		125.00	103124	305564 STINSON BIRTHDAY PA
050100	P.A.S.S. SECURITY LL	001300		0	2025	1	INV P		150.00	103124	305564 C LAWRENCE WEDDING
050100	P.A.S.S. SECURITY LL	001301		0	2025	1	INV P		125.00	103124	305564 PINK LADYS BANQUET
050100	P.A.S.S. SECURITY LL	001302		0	2025	1	INV P		200.00	103124	305564 AKA BALL 10/26/24
									1,112.50		
				ACCOUNT TOTAL					1,112.50		
001001	332000			POLICE FINES							
004271	SOUTHERN FINANCIAL S	CMCHAT2 7/324-9/4/24	0	2025	1	INV P			116.12	103124	305600 POLICE FINES COLLEC
				ACCOUNT TOTAL					116.12		
001001	396500			REFUND & RECOVERY							
051143	REAL HOSPITALITY LLC	86152		0	2025	1	INV P		50.00	103124	305586 REFUND PRIVELEGE LI
				ACCOUNT TOTAL					50.00		
				ORG 001001 TOTAL					1,278.62		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/1											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001015 CITY COURT											
001015 501000											
003810 OFFICE PRODUCTS PLUS 1072578-0					2500288	2025	1	INV P	55.92	103124	305562 ADDITION COURT OFFI
003810 OFFICE PRODUCTS PLUS 1072693-0					2500303	2025	1	INV P	185.40	103124	305562 CLERK STAMPS FOR DO
									241.32		
					ACCOUNT TOTAL				241.32		
001015 604900											
002564 COURT PROGRAMS INC #121					0	2025	1	INV P	5,645.50	103124	305484 COURT ANKLE MONI MB
050953 CONVILLE & CONVILLE #2024-004					0	2025	1	INV P	2,497.50	103124	305483 PROTEM HOURS 9/5,6,
					ACCOUNT TOTAL				8,143.00		
001015 604901											
004057 RJ YOUNG COMPANY INV7190987					0	2025	1	INV P	295.69	103124	305590 MB#2024-39 COURT RJ
					ACCOUNT TOTAL				295.69		
					ORG 001015 TOTAL				8,680.01		
001020 MAYOR/ADMIN.											
001020 501000											
003742 N & H ELECTRONIC DIS 25058					2500417	2025	1	INV P	28.99	103124	305556 XL-BTRL POWER BASS
					ACCOUNT TOTAL				28.99		
001020 511500											
002500 COCA COLA BOTTLING C 43969469045					0	2025	1	INV P	142.50	103124	305480 ADMIN WATER
					ACCOUNT TOTAL				142.50		
001020 615000											
004479 TVEYES INC 2024-L4546					0	2025	1	INV P	3,600.00	103124	305614 TVEYES MEDIA MONITO
					ACCOUNT TOTAL				3,600.00		
001020 615300											
004575 WALMART STORES INC 26625098300293923348					2500265	2025	1	INV P	186.24	103124	305622 WALMART - SUPPLIES
					ACCOUNT TOTAL				186.24		
001020 641000											
003825 OWENS BUSINESS MACHI 501491					0	2025	1	INV P	105.40	103124	305563 MONTHLY MAINTENANCE
					ACCOUNT TOTAL				105.40		
					ORG 001020 TOTAL				4,063.13		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/1											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001040 MUNICIPAL CLERK											
001040 636500 OFFICE EQUIPMENT R&M											
048766	OFFICE	DEPOT	388738595001	2500341	2025	1	INV	P	55.26	103124	305561 OFFICE SUPPLIES
048766	OFFICE	DEPOT	388746197001	2500341	2025	1	INV	P	6.09	103124	305561 OFFICE SUPPLIES
									61.35		
ACCOUNT TOTAL									61.35		
ORG 001040 TOTAL									61.35		
001090 URBAN DEVELOPMT											
001090 602000 CONSULTANT SERV/SURVEYS											
050812	ASAKURA	ROBINSON	HBG2401-5	0	2025	1	INV	P	2,056.74	103124	305441 MB 2022-398-399 - B
ACCOUNT TOTAL									2,056.74		
001090 611000 TRAVEL EXPENSE											
049203	NATHAN	SATCHER	NATHAN SATCHER	0	2025	1	INV	P	204.00	103124	305557 PRE-DIEM REFUND FOR
050274	LONG	CORY	CORY LONG	0	2025	1	INV	P	204.00	103124	305532 PRE-DIEM REFUND FOR
051148	MERIDIAN	MCDANIEL	MERIDIAN MCDANIEL	0	2025	1	INV	P	204.00	103124	305539 PRE-DIEM REFUND FOR
ACCOUNT TOTAL									612.00		
ORG 001090 TOTAL									2,668.74		
001091 INFO TECHNOLOGY											
001091 603500 DATA PROCESSING											
002383	C D W	GOVERNMENT	AB2TY5Z	2500412	2025	1	INV	P	378.02	103124	305463 ADOBE SUBSRIPTIONS
ACCOUNT TOTAL									378.02		
001091 604900 OTHER PROFESSIONAL SERV.											
002158	AT&T		0591 10.8.24	0	2025	1	INV	P	47.00	103124	305443 INTERACT SUPPORT -
002158	AT&T		0598 10.8.24	0	2025	1	INV	P	6,790.00	103124	305443 INTERACT SUPPORT -
									6,837.00		
002294	BOURNE	BROTHERS PRIN	94165	0	2025	1	INV	P	25.00	103124	305453 PAPER PERFORATION F
ACCOUNT TOTAL									6,862.00		
001091 606800 NETWORK											
003912	PILEUM	CORPORATION	P115216	0	2025	1	INV	P	3,715.00	103124	305573 BILLABLE TIME - IT
ACCOUNT TOTAL									3,715.00		
001091 636500 OFFICE EQUIPMENT R&M											
003583	METRIX	SOLUTIONS	M115058	0	2025	1	INV	P	2,148.70	103124	305540 OFFICE 365 LICENSES

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/1										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
004050	RICOH CORP	5070363042	0	2025	1	INV P	131.64 103124	305589	CHARGES FOR PRODUCT	
ACCOUNT TOTAL							2,280.34			
ORG 001091 TOTAL							13,235.36			
001092	GEN.GOV'T.BLDG									
001092	513000			CHEMICALS						
002459	CHEM-AQUA	8888084	0	2025	1	INV P	625.00 103124	305470	WATER TRMNT PROGRAM	
ACCOUNT TOTAL							625.00			
001092	561000			PLUMBING SUPPLIES						
002802	FERGUSON ENTERPRISES	6689700	2500404	2025	1	INV P	1,587.90 103124	305505	WATER FOUNTAIN FOR	
ACCOUNT TOTAL							1,587.90			
001092	638000			FIXED EQUIPMENT R&M						
003185	INNOVATIVE SERVICE S	20240158	2500145	2025	1	INV P	175.00 103124	305520	CARDIAC SCIENCE AED	
ACCOUNT TOTAL							175.00			
ORG 001092 TOTAL							2,387.90			
001093	INTERMODAL FAC O&M									
001093	635000			BUILDING R&M						
004234	SMITH, JIM SERVICES	i94212	2500223	2025	1	INV P	3,686.70 103124	305599	TRAIN DEPOT LEAKING	
ACCOUNT TOTAL							3,686.70			
001093	639900			OTHER REPAIRS AND MAINT.						
003185	INNOVATIVE SERVICE S	20240158	2500145	2025	1	INV P	175.00 103124	305520	CARDIAC SCIENCE AED	
ACCOUNT TOTAL							175.00			
ORG 001093 TOTAL							3,861.70			
001094	METRPLTN PLANG.									
001094	636500			OFFICE EQUIPMENT R&M						
004057	RJ YOUNG COMPANY	INV7056203	0	2025	1	INV P	175.00 103124	305590	MB 2020-235 COPIER	
004057	RJ YOUNG COMPANY	INV7109331	0	2025	1	INV P	192.40 103124	305590	MB 2020-235 COPIER	
004057	RJ YOUNG COMPANY	INV7159209	0	2025	1	INV P	175.00 103124	305590	MB 2020-235 COPIER	
							542.40			
ACCOUNT TOTAL							542.40			
ORG 001094 TOTAL							542.40			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/1		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001095				G/G INS.OTH SER							
001095	602500			LEGAL							
002327	BROADDUS & ASSOCIATE	4102-30	0	2025	1	INV	P	11,016.25	103124	305457	CNSULT SVC PROJ HBU
002327	BROADDUS & ASSOCIATE	4103-51	0	2025	1	INV	P	6,080.00	103124	305457	CNSULT SVC PROJ HBU
								17,096.25			
				ACCOUNT TOTAL				17,096.25			
001095	602701			MEDICAL ANALYSIS-EMP CLINIC							
002037	AB SUPPORT SERVICES	3B2024	2400345	2025	1	INV	P	466.00	103124	305431	TWO-QUOTE JANITORIA
				ACCOUNT TOTAL				466.00			
001095	604900			OTHER PROFESSIONAL SERV.							
002523	COMCAST CABLEVISION	OCT-15/ NOV-14 2024	0	2025	1	INV	P	306.29	103124	305482	COMCAST BUSINESS-CI
002762	EVERBRIDGE/NIXLE	M83162	0	2025	1	INV	P	13,441.50	103124	305501	NIXLE 360 EMERGENCY
004482	TYLER TECHNOLOGIES IN	045-490199	0	2025	1	INV	P	2,851.53	103124	305615	JARRED ELLIS - MUNI
049263	NOBLE MOTIVE INC	2064	0	2025	1	INV	P	1,850.00	103124	305559	MONTHLY WEBSITE DES
				ACCOUNT TOTAL				18,449.32			
001095	606000			TELEPHONE AND TELEGRAPH							
002158	AT&T	L2024 10.13.24	0	2025	1	INV	P	103.22	103124	305443	AT&T, BLUE LIGHTS O
002158	AT&T	L2024 10.20.24	0	2025	1	INV	P	51.66	103124	305443	AT&T, BLUE LIGHTS O
002158	AT&T	M818327010594 9/24	0	2025	1	INV	P	5,407.06	103124	305444	LONG DISTANCE
								5,561.94			
				ACCOUNT TOTAL				5,561.94			
001095	615500			UNALLOCATED ADVERTISING							
050107	WREATHS ACROSS	WAA 2024	0	2025	1	INV	P	1,700.00	103124	305630	WREATHS ACROSS AMER
				ACCOUNT TOTAL				1,700.00			
001095	625500			PUBLIC LIAB/PROPERTY DAM							
004307	SOUTHGROUP (HATTIESB	255632	0	2025	1	INV	P	5,096.00	103124	305606	COMM.FLOOD INSURANC
004307	SOUTHGROUP (HATTIESB	9122024	0	2025	1	INV	P	21,104.00	103124	305606	FLOOD RNEWAL 2024-2
								26,200.00			
				ACCOUNT TOTAL				26,200.00			
				ORG 001095 TOTAL				69,473.51			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/1												
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION	
001100 POLICE/PUB.SFTY												
001100 501000				OTHER EXPENDABLE OFF.SPL								
002920	GRAINGER	9131266612		2403414	2025	1	INV P	202.16	103124	305511	FOLDERS FOR STOCK-H	
003810	OFFICE PRODUCTS PLUS	1072936-0		2500350	2025	1	INV P	595.37	103124	305562	OFFICE SUPPLIES-HPD	
003810	OFFICE PRODUCTS PLUS	1072936-1		2500350	2025	1	INV P	73.71	103124	305562	OFFICE SUPPLIES-HPD	
								669.08				
ACCOUNT TOTAL								871.24				
001100 508000												
003825 OWENS BUSINESS MACHI		501333		COMPUTER SUPPLIES								
				2500345	2025	1	INV P	319.86	103124	305563	TONER FOR RECORDS-H	
ACCOUNT TOTAL								319.86				
001100 535000												
				UNIFORMS, BADGES, ETC.								
002879	GALL'S LLC	029355319		2403738	2025	1	INV P	913.23	103124	305508	EQUIPMENT FOR STOCK	
002879	GALL'S LLC	029367810		2403738	2025	1	INV P	3.32	103124	305508	EQUIPMENT FOR STOCK	
002879	GALL'S LLC	029414399		2500236	2025	1	INV P	1,464.00	103124	305508	EQUIPMENT FOR STOCK	
002879	GALL'S LLC	029431692		2500236	2025	1	INV P	503.06	103124	305508	EQUIPMENT FOR STOCK	
								2,883.61				
ACCOUNT TOTAL								2,883.61				
001100 535500												
				WEARING APPAREL								
002879	GALL'S LLC	029367810		2403738	2025	1	INV P	65.97	103124	305508	EQUIPMENT FOR STOCK	
002879	GALL'S LLC	029446683		2500409	2025	1	INV P	116.00	103124	305508	PANTS FOR ROCKHOLD-	
								181.97				
ACCOUNT TOTAL								181.97				
001100 570000												
				MTR VEHICLE REP. PTS/SPL								
002060	ADVANCE AUTO PARTS	5604429073833		2500294	2025	1	INV P	656.15	103124	305434	AIR COMPRESSOR FOR	
002060	ADVANCE AUTO PARTS	5604429173854		2500319	2025	1	INV P	930.64	103124	305434	PARTS FOR SHOP-HPD	
002060	ADVANCE AUTO PARTS	5604429573888		2500322	2025	1	INV P	578.24	103124	305434	PARTS FOR SHOP AND	
								2,165.03				
003915	PINE BELT CDJR, INC	93056		0	2025	1	INV P	235.80	103124	305574	PARTS FOR UNIT# 204	
004514	UNIVERSITY TIRE & SE	INV244103		2500195	2025	1	INV P	2,864.24	103124	305620	TIRES FOR STOCK-HPD	
050822	ARROW MAGNOLIA, INC	IV24009330		2500190	2025	1	INV P	99.47	103124	305440	ITEMS FOR SHOP-HPD	
ACCOUNT TOTAL								5,364.54				
001100 603000												
				VETERINARIAN								
003106	HOLLAND VETERINARY H	76978		0	2025	1	INV P	385.97	103124	305516	VET VISIT FOR MAMBA	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/1														
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION		
003106	HOLLAND	VETERINARY	H	76994	0	2025	1	INV	P	205.81	103124	305516	VET VISIT FOR BELLE	
003106	HOLLAND	VETERINARY	H	77031	0	2025	1	INV	P	493.65	103124	305516	VET VISIT FOR NARCO	
										1,085.43				
ACCOUNT TOTAL										1,085.43				
001100	604900	OTHER PROFESSIONAL SERV.												
002471	CINTAS	CORPORATION	#	4209446889	0	2025	1	INV	P	60.98	103124	305474	MAT RENTALS FOR PUB	
002522	COMCAST			10.22.24-11.21.24	0	2025	1	INV	P	127.89	103124	305481	CONVERTER BOX LEASE	
002610	D P S	CRIME LAB		90149867	0	2025	1	INV	P	420.00	103124	305488	ANALYTICAL FEES	
004505	UNITED	PARCEL SERVIC		00008E1Y15404	0	2025	1	INV	P	2.40	103124	305619	SHIPPING FEES	
ACCOUNT TOTAL										611.27				
001100	606000	TELEPHONE AND TELEGRAPH												
002158	AT&T			0563149329001	10/24	0	2025	1	INV	P	48.90	103124	305446	POLICE DISPATCH 10/
002158	AT&T			54549101030591	1024	0	2025	1	INV	P	197.12	103124	305445	POLICE DISPATCH 10/
										246.02				
ACCOUNT TOTAL										246.02				
001100	612000	FREIGHT												
002879	GALL'S	LLC		029414399	2500236	2025	1	INV	P	105.54	103124	305508	EQUIPMENT FOR STOCK	
002879	GALL'S	LLC		029431692	2500236	2025	1	INV	P	36.16	103124	305508	EQUIPMENT FOR STOCK	
002879	GALL'S	LLC		029446683	2500409	2025	1	INV	P	7.78	103124	305508	PANTS FOR ROCKHOLD-	
										149.48				
050822	ARROW	MAGNOLIA, INC		IV24009330	2500190	2025	1	INV	P	88.23	103124	305440	ITEMS FOR SHOP-HPD	
ACCOUNT TOTAL										237.71				
001100	630500	ELECTRICITY												
003700	MS	POWER COMPANY		E2024-10/23B	0	2025	1	INV	P	113.73	103124	305553	MISSISSIPPI POWER-8	
ACCOUNT TOTAL										113.73				
001100	635500	ELECTRICAL R&M												
002672	DOLEAC	ELECTRIC CO	I	H30052	2500067	2025	1	INV	P	1,110.00	103124	305495	LIGHTING REPAIRS TO	
ACCOUNT TOTAL										1,110.00				
001100	638400	MOTOR VEHICLE EQ. R&M												
047725	HI-FI	CRUISIN		131419	0	2025	1	INV	P	67.50	103124	305514	INSTALL LABOR CHARG	
ACCOUNT TOTAL										67.50				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/1		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001100	639800										
003389	LARRY'S WRECKER SERV	12834	0			TOW IN CHARGES	2025	1 INV P	70.00	103124	305530 TOWING OF UNIT# 208
						ACCOUNT TOTAL			70.00		
001100	641000										
004057	RJ YOUNG COMPANY	INV7178602	0			OFFICE EQUIPMENT RENT	2025	1 INV P	250.00	103124	305590 CANON/CANON IR ADV
004057	RJ YOUNG COMPANY	INV7182196	0				2025	1 INV P	717.67	103124	305590 COPIER LEASE FOR DE
									967.67		
						ACCOUNT TOTAL			967.67		
						ORG 001100 TOTAL			14,130.55		
001131						JOINT P&F TRNG.					
001131	501000					OTHER EXPENDABLE OFF.SPL	2500259	2025 1 INV P	138.98	103124	305467 STATE FLAG
002420	CARROT TOP INDUSTRIE	INV134715				ACCOUNT TOTAL			138.98		
001131	535600					WEARING APPAREL-FIRE					
002728	ELITE SCREEN PRINTIN	51820	2500153	2025	1 INV P				300.00	103124	305498 FIRE ACADEMY HATS
002728	ELITE SCREEN PRINTIN	REO-51754	2500152	2025	1 INV P				896.00	103124	305498 FIRE ACADEMY SHIRTS
									1,196.00		
						ACCOUNT TOTAL			1,196.00		
001131	599000					OTHER REPAIR/MAINT. SPL.					
003664	MS 811	207358	0				2025	1 INV P	140.17	103124	305544 BICYCLE REPAIR
051139	REAVES, JASON D	11300	0				2025	1 INV P	175.00	103124	305587 WATER FILTER INSTAL
						ACCOUNT TOTAL			315.17		
001131	6110FR					MINOR EQUIPMENT-FIRE					
002369	BURSON BRIAN	BURSON/10451	0				2025	1 INV P	272.00	103124	305462 TRAVEL TO PEARL - F
003906	PIERCE, DEAN	PIERCE/10453	0				2025	1 INV P	204.00	103124	305571 PIERCE TRAVEL TO PE
						ACCOUNT TOTAL			476.00		
001131	6845FR					REGISTRATION-FIRE					
004331	STATE FIRE ACADEMY	32833	0				2025	1 INV P	260.00	103124	305608 FIRE SERVICE NSTRUC
004331	STATE FIRE ACADEMY	32877	0				2025	1 INV P	360.00	103124	305608 ROBERT SMITH - ENGI
									620.00		
						ACCOUNT TOTAL			620.00		
						ORG 001131 TOTAL			2,746.15		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/1												
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
001160					FIRE DIVISION							
001160 510000					CLEANING/JANITORIAL SPLY							
002471	CINTAS CORPORATION #	4189092830	0	2025	1	INV	P	141.16	103124	305473	HFD STATION 9 CLEAN	
002471	CINTAS CORPORATION #	4191936005	0	2025	1	INV	P	97.65	103124	305474	HFD STATION 9 CLEAN	
002471	CINTAS CORPORATION #	4194835589	0	2025	1	INV	P	141.16	103124	305473	HFD STATION 9 CLEAN	
002471	CINTAS CORPORATION #	4197725073	0	2025	1	INV	P	94.95	103124	305474	HFD STATION 9 CLEAN	
002471	CINTAS CORPORATION #	4199510473	0	2025	1	INV	P	24.69	103124	305475	HFD MECHANIC SHOP J	
002471	CINTAS CORPORATION #	4200505013	0	2025	1	INV	P	138.46	103124	305473	HFD STATION 9 CLEAN	
002471	CINTAS CORPORATION #	4203403429	0	2025	1	INV	P	94.95	103124	305474	HFD STATION 9 CLEAN	
002471	CINTAS CORPORATION #	4206695042	0	2025	1	INV	P	35.69	103124	305475	HFD MECHANIC SHOP J	
002471	CINTAS CORPORATION #	4207414561	0	2025	1	INV	P	24.69	103124	305475	HFD MECHANIC SHOP J	
002471	CINTAS CORPORATION #	4208128908	0	2025	1	INV	P	24.69	103124	305475	HFD MECHANIC SHOP J	
002471	CINTAS CORPORATION #	4208845973	0	2025	1	INV	P	24.69	103124	305475	HFD MECHANIC SHOP J	
002471	CINTAS CORPORATION #	4209577093	0	2025	1	INV	P	24.69	103124	305475	HFD MECHANIC SHOP J	
								867.47				
048909 BRADY COMPANIES, LLC 9324081					2500092	2025	1	INV	P	993.72	103124	305455 HFD CLEANING & JANI
ACCOUNT TOTAL								1,861.19				
001160 535000					UNIFORMS, BADGES, ETC.							
003123	HOOK-FAST SPECIALTIE	379105	2403874	2025	1	INV	P	186.08	103124	305517	HFD UNIFORM NAMEPLA	
ACCOUNT TOTAL								186.08				
001160 547000					FIRE HOSE							
049645	DELTA FIRE & SAFETY	INVTX23-7103	2404493	2025	1	INV	P	1,728.00	103124	305490	HFD FIRE HOSE FOR A	
ACCOUNT TOTAL								1,728.00				
001160 570000					MTR VEHICLE REP. PTS/SPL							
002648	DELTA FOREMOST CHEMI	219142	2500326	2025	1	INV	P	1,631.91	103124	305491	HFD STOCK SUPPLIES	
002700	EAGLE TIRE AND SERVI	INV086209	2500457	2025	1	INV	P	29.72	103124	305496	HFD BC10 UNIT #1983	
003388	LARD OIL COMPANY	2002454-IN	2500285	2025	1	INV	P	474.60	103124	305529	HFD STOCK SUPPLIES	
004465	TRUCKPRO LLC	039-0728043	2404805	2025	1	INV	P	33.52	103124	305613	HFD LADDER 6 UNIT #	
004465	TRUCKPRO LLC	039-0728784	2404796	2025	1	INV	P	17.32	103124	305613	HFD ENGINE 7 UNIT #	
004465	TRUCKPRO LLC	039-0728993	2500037	2025	1	INV	P	379.32	103124	305613	HFD NEW LADDER 1 MA	
								430.16				
049645	DELTA FIRE & SAFETY	INVLA24-0376	2500039	2025	1	INV	P	82.32	103124	305490	HFD ENGINE 9 UNIT #	
049645	DELTA FIRE & SAFETY	INVLA24-0419	2404504	2025	1	INV	P	4,957.34	103124	305490	HFD ENGINE 1 UNIT #	
								5,039.66				
ACCOUNT TOTAL								7,606.05				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/1		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001160	575600										
002441	CENTRAL ALABAMA TRAI	17047186	0	SCBA REPAIR PTS/SPL	2025	1	INV	P	975.00	103124	305468 HFD STATION 1 SCBA
				ACCOUNT TOTAL					975.00		
001160	604900										
002905	GILLILANDS ELECTRONI	15431	0	OTHER PROFESSIONAL SERV.	2025	1	INV	P	720.00	103124	305510 HFD MECHANIC SHOP Y
				ACCOUNT TOTAL					720.00		
001160	612000										
002648	DELTA FOREMOST CHEMI	219142	2500326	FREIGHT	2025	1	INV	P	154.32	103124	305491 HFD STOCK SUPPLIES
002700	EAGLE TIRE AND SERVI	INV086017	2500328		2025	1	INV	P	34.22	103124	305496 HFD BC10 UNIT #1983
003123	HOOK-FAST SPECIALTIE	379105	2403874		2025	1	INV	P	14.37	103124	305517 HFD UNIFORM NAMEPLA
004368	SUNBELT FIRE INC	00019176	2500032		2025	1	INV	P	362.47	103124	305610 HFD RESERVE LADDER
004465	TRUCKPRO LLC	039-0728043	2404805		2025	1	INV	P	4.48	103124	305613 HFD LADDER 6 UNIT #
004465	TRUCKPRO LLC	039-0728784	2404796		2025	1	INV	P	4.12	103124	305613 HFD ENGINE 7 UNIT #
004465	TRUCKPRO LLC	039-0728993	2500037		2025	1	INV	P	23.73	103124	305613 HFD NEW LADDER 1 MA
									32.33		
049645	DELTA FIRE & SAFETY	INVTX23-7103	2404493		2025	1	INV	P	144.00	103124	305490 HFD FIRE HOSE FOR A
				ACCOUNT TOTAL					741.71		
001160	630000										
004321	SPIRE	G2024 OCT 16	0	GAS	2025	1	INV	P	315.01	103124	305607 SPIRE-VARIOUS DEPAR
				ACCOUNT TOTAL					315.01		
001160	630500										
003700	MS POWER COMPANY	E2024-10/14	0	ELECTRICITY	2025	1	INV	P	466.02	103124	305549 MISSISSIPPI POWER-1
				ACCOUNT TOTAL					466.02		
001160	631500										
048680	RAWLS SPRINGS UTILIT	T2024 10/15/2024	0	WATER	2025	1	INV	P	57.20	103124	305585 RAWL SPRINGS- ACCT#
				ACCOUNT TOTAL					57.20		
001160	635000										
004498	UNDERWOOD DOOR COMPA	15756	2404847	BUILDING R&M	2025	1	INV	P	720.00	103124	305617 HFD STATION 5 BAY D
				ACCOUNT TOTAL					720.00		
001160	638000										
047257	L & K EQUIPMENT	735	2500244	FIXED EQUIPMENT R&M	2025	1	INV	P	1,720.92	103124	305526 HFD MECHANIC SHOP A

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/1											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL									1,720.92		
001160	638400	MOTOR VEHICLE EQ. R&M									
002700	EAGLE TIRE AND SERVI	INV086017	2500328	2025	1	INV	P		427.00	103124	305496 HFD BC10 UNIT #1983
004297	SOUTHERN TIRE MART (	2520168138	2500468	2025	1	INV	P		1,390.97	103124	305604 HFD LADDER 8 UNIT #
004368	SUNBELT FIRE INC	00019176	2500032	2025	1	INV	P		8,865.99	103124	305610 HFD RESERVE LADDER
049645	DELTA FIRE & SAFETY	INVLA24-0376	2500039	2025	1	INV	P		891.00	103124	305490 HFD ENGINE 9 UNIT #
ACCOUNT TOTAL									11,574.96		
001160	638900	SCBA EQUIP. R&M									
002441	CENTRAL ALABAMA TRAI	17047187	0	2025	1	INV	P		975.00	103124	305468 HFD STATION 3 SCBA
002441	CENTRAL ALABAMA TRAI	17047742	0	2025	1	INV	P		975.00	103124	305468 HFD STATION 1 SCBA
002441	CENTRAL ALABAMA TRAI	17047743	0	2025	1	INV	P		975.00	103124	305468 HFD STATION 3 SCBA
									2,925.00		
ACCOUNT TOTAL									2,925.00		
001160	641000	OFFICE EQUIPMENT RENT									
004050	RICOH CORP	39819208	0	2025	1	INV	P		205.35	103124	305589 HFD ADMIN OFFICE CO
004050	RICOH CORP	5070223913	0	2025	1	INV	P		33.73	103124	305589 HFD ADMIN COPIER OV
									239.08		
ACCOUNT TOTAL									239.08		
001160	642500	CYLINDER RENT									
002071	AIRGAS USA LLC (NORD	5511093163	0	2025	1	INV	P		51.14	103124	305435 HFD OXYGEN CYLINDER
004273	SOUTHERN GAS & SUPPL	38840628	0	2025	1	INV	P		101.51	103124	305601 HFD MEDICAL OXYGEN
ACCOUNT TOTAL									152.65		
001160	643500	MOP-MAT-RAG RENT									
002471	CINTAS CORPORATION #	4180148121	0	2025	1	INV	P		57.27	103124	305474 HFD ADMIN OFFICE MA
002471	CINTAS CORPORATION #	4208846406	0	2025	1	INV	P		41.94	103124	305475 HFD ADMIN OFFICE MA
									99.21		
ACCOUNT TOTAL									99.21		
001160	684500	REGISTRATION FEE/TUITION									
003871	PEARL RIVER COMMUNIT	2993	0	2025	1	INV	P		2,500.00	103124	305567 HFD EMT CERTIFICATI
ACCOUNT TOTAL									2,500.00		
001160	699900	SERVICES NOT SPECIFIED									
002905	GILLILANDS ELECTRONI	15636	0	2025	1	INV	P		95.00	103124	305510 HFD ADMIN OFFICE AC

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/1											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL			95.00			
					ORG 001160 TOTAL			34,683.08			
001180 LAND DEVEL.ADM.											
001180 602300				ABSTRACTING & RECORDING							
047491 LAMAR COUNTY CHANCER OCTOBER 2024				0	2025	1	INV	P	108.00	103124	305527 FILING FEES, OCT 20
					ACCOUNT TOTAL			108.00			
					ORG 001180 TOTAL			108.00			
001190 P/S CONTRAC.SER											
001190 602700				MEDICAL							
050313 ASSOCIATION PROGRAM 241028084456				0	2025	1	INV	P	1,544.72	103124	305442 MEDICAL BILL FOR IN
					ACCOUNT TOTAL			1,544.72			
					ORG 001190 TOTAL			1,544.72			
001191 TRAFFIC MAINT.											
001191 643000				UNIFORM RENT							
002471 CINTAS CORPORATION # 4208126546				0	2025	1	INV	P	25.00	103124	305475 TRAFFIC UNIFORM S
002471 CINTAS CORPORATION # 4208843441				0	2025	1	INV	P	25.00	103124	305475 TRAFFIC UNIFORM SC
002471 CINTAS CORPORATION # 4209574585				0	2025	1	INV	P	25.00	103124	305475 TRAFFIC UNIFORM S
								75.00			
					ACCOUNT TOTAL			75.00			
001191 643500 MOP-MAT-RAG RENT											
002471 CINTAS CORPORATION # 4208126121				0	2025	1	INV	P	8.56	103124	305476 TRAFFIC MATS SC/820
002471 CINTAS CORPORATION # 4208843094				0	2025	1	INV	P	8.56	103124	305476 TRAFFIC MATS SC/8
002471 CINTAS CORPORATION # 4209574211				0	2025	1	INV	P	8.56	103124	305475 TRAFFIC MATS SC/820
								25.68			
					ACCOUNT TOTAL			25.68			
001191 687000 CUSTODIAL SERVICE											
050419 SCRUB HUB LLC 11				2401114	2025	1	INV	P	540.90	103124	305593 TWO-QUOTE JANITORIA
					ACCOUNT TOTAL			540.90			
					ORG 001191 TOTAL			641.58			
001201 STREET DIV.											
001201 540000				ASPHALT & ASPHALT PROD.							
004586 WARREN PAVING INC 98505				2500135	2025	1	INV	P	371.07	103124	305624 ASPHALT/VARIOUS LOC
004586 WARREN PAVING INC 98709				2500135	2025	1	INV	P	59.62	103124	305624 ASPHALT/VARIOUS LOC
004586 WARREN PAVING INC 98774				2500135	2025	1	INV	P	195.30	103124	305624 ASPHALT/VARIOUS LOC

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/1												
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION
004586	WARREN PAVING INC	98827		2500135	2025	1	INV	P	332.01	103124	305624	ASPHALT/VARIOUS LOC
004586	WARREN PAVING INC	98969		2500135	2025	1	INV	P	183.21	103124	305624	ASPHALT/VARIOUS LOC
004586	WARREN PAVING INC	98983		2500135	2025	1	INV	P	397.11	103124	305624	ASPHALT/VARIOUS LOC
									1,538.32			
ACCOUNT TOTAL									1,538.32			
001201	540500	CONCRETE, CEMENT, ETC.										
047525	DELTA INDUSTRIES	862183		2500138	2025	1	INV	P	785.00	103124	305492	CONCRETE/VARIOUS LO
ACCOUNT TOTAL									785.00			
001201	559000	OTHER OPERATING MATL/SPLY										
002060	ADVANCE AUTO PARTS	5604429773939		2500422	2025	1	INV	P	71.13	103124	305434	ADHESIVE REMOVAL, B
002471	CINTAS CORPORATION #	4209574583		0	2025	1	INV	P	18.60	103124	305475	HAND SANITIZER STAN
004284	SOUTHERN PIPE & SUPP	333189-00		2500340	2025	1	INV	P	55.00	103124	305603	DRAIN PIPE OPENING/
004634	WHEELER'S JANITORIAL	1637506		2500325	2025	1	INV	P	440.00	103124	305627	TRASH BAGS FOR LITT
ACCOUNT TOTAL									584.73			
001201	570000	MTR VEHICLE REP. PTS/SPL										
002169	AUTOMOTIVE GLASS SPE	I264406		2500306	2025	1	INV	P	48.00	103124	305449	COLISION WRAP/UNIT
002565	COURTESY MOTORS INC	138908		2500290	2025	1	INV	P	152.73	103124	305485	WIPER/UNIT 21724
004297	SOUTHERN TIRE MART (	2520168270		2500475	2025	1	INV	P	1,381.72	103124	305604	TIRES/UNIT 21466 SC
048827	CARQUEST	14758-14088		0	2025	1	INV	P	449.82	103124	305466	BRAKE PADS/UNIT 159
ACCOUNT TOTAL									2,032.27			
001201	575000	COMMUNICATION REPAIR PTS										
004297	SOUTHERN TIRE MART (	2520168067		2500431	2025	1	INV	P	411.48	103124	305604	TIRES/UNIT #18035
ACCOUNT TOTAL									411.48			
001201	604900	OTHER PROFESSIONAL SERV.										
002778	FAIRLEY, BILLY RAY	02500109		2500109	2025	1	INV	P	2,975.00	103124	305503	STREET REPAIR FOR L
047034	BUGZ LAWN CARE	28		0	2025	1	INV	P	1,200.00	103124	305458	LANDSCAPE MAINTENAC
048676	PROCARE LANDS	31		0	2025	1	INV	P	3,000.00	103124	305581	WEEKLY MAINTENANCE
048966	MARTINEZ DAVID J	154		0	2025	1	INV	P	5,000.00	103124	305536	WEEKLY MAINTENANCE-
048966	MARTINEZ DAVID J	155		0	2025	1	INV	P	1,400.00	103124	305536	WEEKLY MAINTENANCE-
048966	MARTINEZ DAVID J	156		0	2025	1	INV	P	1,000.00	103124	305536	WEEKLY MAINTENANCE-
									7,400.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/1				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL											14,575.00		
001201	612000	FREIGHT											
003843	PARISH	TRACTOR (HATT	P21359		2500082	2025	1	INV	P		125.00	103124	305565 TRACTOR PARTS/UNIT
ACCOUNT TOTAL											125.00		
001201	636099	LONG RANGE PAVING PLAN											
047056	WARREN	PAVING INC	2404223.1		2404223	2025	1	INV	P		47,526.90	103124	305625 SIERRA CIRCLE MB 20
ACCOUNT TOTAL											47,526.90		
001201	638700	AGRICULTURAL EQ. R&M											
002083	ALLBRITTON	CHAIN SAW	18975		2500324	2025	1	INV	P		47.33	103124	305437 REPAIR ON WEEDATER
002083	ALLBRITTON	CHAIN SAW	18976		2500410	2025	1	INV	P		169.89	103124	305437 REPAIRS TO WEEDEATE
											217.22		
003615	JOHN DEERE	FINANCIAL	W91055		2500009	2025	1	INV	P		4,701.33	103124	305522 REPAIR/TRACTOR/UNIT
ACCOUNT TOTAL											4,918.55		
001201	639900	OTHER REPAIRS AND MAINT.											
050421	WHITE GLOVE	CARPET	10992		0	2025	1	INV	P		880.00	103124	305628 LABOR INSTALL AND R
ACCOUNT TOTAL											880.00		
001201	643000	UNIFORM RENT											
002471	CINTAS	CORPORATION #	4208843221		0	2025	1	INV	P		25.00	103124	305475 UNIFORM RENTALS/SC
002471	CINTAS	CORPORATION #	4208843313		0	2025	1	INV	P		47.36	103124	305474 UNIFORM RENTALS/SC
002471	CINTAS	CORPORATION #	4208843500		0	2025	1	INV	P		99.17	103124	305474 UNIFORM RENTALS SC
002471	CINTAS	CORPORATION #	4208843563		0	2025	1	INV	P		42.72	103124	305474 UNIFORM RENTALS SC
002471	CINTAS	CORPORATION #	4209574398		0	2025	1	INV	P		25.00	103124	305475 UNIFORM RENTALS SC
002471	CINTAS	CORPORATION #	4209574422		0	2025	1	INV	P		47.36	103124	305474 UNIFORM RENTALS SC
002471	CINTAS	CORPORATION #	4209574493		0	2025	1	INV	P		124.97	103124	305473 UNIFORM RENTALS SC
002471	CINTAS	CORPORATION #	4209574538		0	2025	1	INV	P		23.13	103124	305475 UNIFORM RENTS SC 82
002471	CINTAS	CORPORATION #	4209574553		0	2025	1	INV	P		42.72	103124	305474 UNIFORM RENTALS SC
											477.43		
ACCOUNT TOTAL											477.43		
ORG 001201 TOTAL											73,854.68		
001202	STREET LIGHTS												
001202	630500	ELECTRICITY											
003700	MS POWER	COMPANY	E2024 OCT 18		0	2025	1	INV	P		51.38	103124	305550 MISSISSIPPI POWER-5
003700	MS POWER	COMPANY	E2024-22 OCT		0	2025	1	INV	P		109.00	103124	305552 MISSISSIPPI POWER-1
003700	MS POWER	COMPANY	E2024-23 OCT		0	2025	1	INV	P		52.03	103124	305554 MISSISSIPPI POWER-5
003700	MS POWER	COMPANY	E2024-OCT 11		0	2025	1	INV	P		51.48	103124	305547 MISSISSIPPI POWER-6
003700	MS POWER	COMPANY	E2024-OCT 15		0	2025	1	INV	P		108.90	103124	305548 MISSISSIPPI POWER-1

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/1													
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR		TYP	S	WARRANT	CHECK	DESCRIPTION
372.79													
003873	PEARL RIVER VALLEY E	2024-10.18	0	2025	1	INV	P	16.96	103124	305568	PEARL RIVER ELECTRI		
003873	PEARL RIVER VALLEY E	2024-10/21	0	2025	1	INV	P	1,264.07	103124	305568	PEARL RIVER VALLEY		
1,281.03													
004282	SOUTHERN PINE ELECTR	E2024 10.16.2024	0	2025	1	INV	P	89.59	103124	305602	SOUTHERN PINE ELECT		
ACCOUNT TOTAL								1,743.41					
ORG 001202 TOTAL								1,743.41					
001203	ENGR/PUBLIC SER												
001203	601500	ENGINEERING											
003789	NORFOLK SOUTHERN COR	93819799	0	2025	1	INV	P	545.69	103124	305560	PROPOSED CANADIAN N		
ACCOUNT TOTAL								545.69					
001203	613000	MESSENGER/EXPRESS SERV.											
002798	FEDERAL EXPRESS	8-638-54310	0	2025	1	INV	P	58.50	103124	305504	PACKAGE TO STRUTHER		
002798	FEDERAL EXPRESS	8-652-36032	0	2025	1	INV	P	66.09	103124	305504	PACKAGE TO STRUTHER		
124.59													
ACCOUNT TOTAL								124.59					
001203	641000	OFFICE EQUIPMENT RENT											
004057	RJ YOUNG COMPANY	INV7142096	0	2025	1	INV	P	138.74	103124	305590	MB 2022-377 PLOTTER		
004057	RJ YOUNG COMPANY	INV7188482	0	2025	1	INV	P	298.44	103124	305590	MB 2022-316 COPIER		
004057	RJ YOUNG COMPANY	INV7188941	0	2025	1	INV	P	70.30	103124	305590	MB 2022-377 PLOTTER		
507.48													
ACCOUNT TOTAL								507.48					
001203	687000	CUSTODIAL SERVICE											
050419	SCRUB HUB LLC	11	2401114	2025	1	INV	P	540.90	103124	305593	TWO-QUOTE JANITORIA		
ACCOUNT TOTAL								540.90					
ORG 001203 TOTAL								1,718.66					
001204	SHOP DIVISION												
001204	559000	OTHER OPERATING MATL/SPLY											
004297	SOUTHERN TIRE MART (	2520168167	2500458	2025	1	INV	P	110.00	103124	305604	FOAM/CITY VEHICLES		
ACCOUNT TOTAL								110.00					
001204	570000	MTR VEHICLE REP. PTS/SPL											
004297	SOUTHERN TIRE MART (	2520167411	2500308	2025	1	INV	P	150.00	103124	305604	TRUCK VALVES/PW SHO		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/1				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL											150.00		
001204	642500					CYLINDER RENT							
002071	AIRGAS USA LLC (NORD 5511092799	0	2025	1	INV P	601.39	103124	305435	CYLINDER RENTALS/PW				
ACCOUNT TOTAL											601.39		
001204	643000					UNIFORM RENT							
002471	CINTAS CORPORATION # 4208843331	0	2025	1	INV P	46.14	103124	305474	UNIFORM RENTAL/PW S				
002471	CINTAS CORPORATION # 4209574461	0	2025	1	INV P	46.14	103124	305474	UNIFORM RENTAL/PW S				
											92.28		
ACCOUNT TOTAL											92.28		
ORG 001204 TOTAL											953.67		
001205	G O & F S DIV.												
001205	604900					OTHER PROFESSIONAL SERV.							
003185	INNOVATIVE SERVICE S 20240156	2500144	2025	1	INV P	700.00	103124	305520	SEMI-ANNUAL AED MAI				
ACCOUNT TOTAL											700.00		
ORG 001205 TOTAL											700.00		
001207	CONSTRUCTION												
001207	559000					OTHER OPERATING MATL/SPLY							
002714	ECONOMY SUPPLY CO 132809	2500386	2025	1	INV P	161.60	103124	305497	MATERIAL FOR FLOAT/				
ACCOUNT TOTAL											161.60		
001207	560500					ELECTRICAL SUPPLIES							
004676	WINTERGREEN CORPORAT 8684224	2500239	2025	1	INV P	4,966.83	103124	305629	LIGHTS FOR CHRISTMA				
ACCOUNT TOTAL											4,966.83		
001207	565000					PAINT AND PAINTING SPLY.							
004176	SHERWIN-WILLIAMS COM 4413-8	2500296	2025	1	INV P	1,057.99	103124	305596	PAINT SPRAYER/CONST				
ACCOUNT TOTAL											1,057.99		
001207	639100					DOWNTOWN LIGHTS R&M							
002672	DOLEAC ELECTRIC CO I 62260-25	0	2025	1	INV P	2,591.48	103124	305495	FILE #2024-518 LIGH				
ACCOUNT TOTAL											2,591.48		
001207	642500					CYLINDER RENT							
002071	AIRGAS USA LLC (NORD 5511092993	0	2025	1	INV P	281.07	103124	305435	CYLINDER RENTALS/CO				
ACCOUNT TOTAL											281.07		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/1											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001207	643000					UNIFORM RENT					
002471	CINTAS CORPORATION # 4208843352	0	2025	1	INV	P	75.25	103124	305474	UNIFORM RENTAL/CONS	
002471	CINTAS CORPORATION # 4209574385	0	2025	1	INV	P	75.25	103124	305474	UNIFORM RENTAL/CONS	
							150.50				
ACCOUNT TOTAL							150.50				
ORG 001207 TOTAL							9,209.47				
001220	SANITATION DIV.										
001220	559000					OTHER OPERATING MATL/SPLY					
002472	CINTAS FIRST AID J71 5236108702	0	2025	1	INV	P	144.87	103124	305477	SC8200044758- CINTA	
002472	CINTAS FIRST AID J71 5236108703	2500416	2025	1	INV	P	408.66	103124	305478	SAFETY GLOVES SANIT	
							553.53				
ACCOUNT TOTAL							553.53				
001220	570000					MTR VEHICLE REP. PTS/SPL					
002166	AUTO ARMATURE SERVIC 03828	2500311	2025	1	INV	P	189.95	103124	305448	BATTERY/UNIT #21387	
002738	EMPIRE TRUCK SALES CE006228249:01	2500258	2025	1	INV	P	109.99	103124	305499	SWITCH FOR UNIT 197	
003114	HOL-MAC CORPORATION 403088	2500298	2025	1	INV	P	224.70	103124	305515	UNIT 15893 REPAIR P	
004297	SOUTHERN TIRE MART (2520167539	2500335	2025	1	INV	P	1,360.00	103124	305604	SANITATION TIRES/SC	
004465	TRUCKPRO LLC 039-0729388	2500293	2025	1	INV	P	3,109.91	103124	305613	PARTS/UNIT 22000, 2	
004583	WARING OIL CO 371603	2500477	2025	1	INV	P	888.38	103124	305623	DEF FOR SANITATION	
048827	CARQUEST 14758-41483	2500079	2025	1	INV	P	246.66	103124	305466	REPAIR PARTS UNIT 1	
ACCOUNT TOTAL							6,129.59				
001220	612000					FREIGHT					
004465	TRUCKPRO LLC 039-0729388	2500293	2025	1	INV	P	9.98	103124	305613	PARTS/UNIT 22000, 2	
ACCOUNT TOTAL							9.98				
001220	638400					MOTOR VEHICLE EQ. R&M					
003380	LANCASTER'S MACHINE 025841	2500481	2025	1	INV	P	650.00	103124	305528	REPAIRS REAR BODY H	
004120	SANSOM EQUIPMENT CO W03651	0	2025	1	INV	P	388.76	103124	305592	REPAIR/UNIT 220000	
004354	STRIBLING EQUIPMENT RE006040059:01	2500309	2025	1	INV	P	7,741.34	103124	305609	TEAR DOWN & REBUILD	
004354	STRIBLING EQUIPMENT RE006040194:01	2500323	2025	1	INV	P	1,543.20	103124	305609	REPAIRS ON UNIT 219	
004354	STRIBLING EQUIPMENT RE006040206:01	2500358	2025	1	INV	P	506.00	103124	305609	REPAIRS UNT 19755	
							9,790.54				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/1												
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
					ACCOUNT TOTAL		10,829.30					
001220 643000					UNIFORM RENT							
002471	CINTAS	CORPORATION #	4208843561	0	2025	1	INV	P	41.73	103124	305475 MAT RENTALS/SC 8200	
002471	CINTAS	CORPORATION #	4208844088	0	2025	1	INV	P	325.51	103124	305473 UNIFORMS	
002471	CINTAS	CORPORATION #	4209574859	0	2025	1	INV	P	225.01	103124	305473 UNIFORMS	
							592.25					
					ACCOUNT TOTAL		592.25					
001220 643500					MOP-MAT-RAG RENT							
002471	CINTAS	CORPORATION #	4208843149	0	2025	1	INV	P	53.98	103124	305474 SC8200044758 SANIT	
002471	CINTAS	CORPORATION #	4209574245	0	2025	1	INV	P	43.43	103124	305474 MATS	
002471	CINTAS	CORPORATION #	4209574293	0	2025	1	INV	P	28.74	103124	305475 MOPS-SANITIZER	
							126.15					
					ACCOUNT TOTAL		126.15					
001220 688000					TIPPING FEES							
003920	PINE BELT REGIONAL	S	7950	0	2025	1	INV	P	33,656.03	103124	305575 MUNICIPAL SOLID WAS	
003920	PINE BELT REGIONAL	S	8002	0	2025	1	INV	P	37,030.70	103124	305575 MUNICIPAL SOLID WAS	
							70,686.73					
					ACCOUNT TOTAL		70,686.73					
					ORG 001220 TOTAL		88,927.53					
001250					HEALTH DIVISION							
001250 575500					AGRICLTRL REPAIR PTS/SPL							
002577	CRAIN	TRACTOR & EQUI	CT26298	2500337	2025	1	INV	P	1,760.15	103124	305487 RADIATOR UNIT 15516	
003843	PARISH	TRACTOR (HATT	P21359	2500082	2025	1	INV	P	1,952.42	103124	305565 TRACTOR PARTS/UNIT	
003843	PARISH	TRACTOR (HATT	P21364	2500253	2025	1	INV	P	512.02	103124	305565 PARTS/TRACTOR UNIT	
							2,464.44					
					ACCOUNT TOTAL		4,224.59					
					ORG 001250 TOTAL		4,224.59					
001260					ANIMAL CONTROL							
001260 699900					SERVICES NOT SPECIFIED							
050467	ALL ANIMAL CLINIC		177266	0	2025	1	INV	P	1,031.00	103124	305436 VET VISIT	
050467	ALL ANIMAL CLINIC		177989	0	2025	1	INV	P	18.33	103124	305436 VET VISIT	
050467	ALL ANIMAL CLINIC		178188	0	2025	1	INV	P	602.50	103124	305436 VET VISIT	
050467	ALL ANIMAL CLINIC		179625	0	2025	1	INV	P	609.24	103124	305436 VET VISIT	
050467	ALL ANIMAL CLINIC		181692	0	2025	1	INV	P	850.25	103124	305436 VET VISIT	
050467	ALL ANIMAL CLINIC		182011	0	2025	1	INV	P	276.54	103124	305436 VET VISIT	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/1		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
									3,387.86		
ACCOUNT TOTAL									3,387.86		
ORG 001260 TOTAL									3,387.86		
001280 HUMAN/SOC.ASST											
001280 604900 OTHER PROFESSIONAL SERV.											
002778	FAIRLEY, BILLY RAY	02424979		2404979	2025	1	INV	P	2,950.00	103124	305503 STREET REPAIR-6TH A
ACCOUNT TOTAL									2,950.00		
ORG 001280 TOTAL									2,950.00		
001402 ECONOMIC DEV.											
001402 604900 OTHER PROFESSIONAL SERV.											
003718	MSP ENTERPRISES, LLC	102424-0		0	2025	1	INV	P	3,522.00	103124	305555 ASBESTOS REMIDATION
003718	MSP ENTERPRISES, LLC	102424-1		0	2025	1	INV	P	12,790.64	103124	305555 314 BAY STREET DEMO
									16,312.64		
003764	NEEL-SCHAFFER INC	1100725		0	2025	1	INV	P	18,186.60	103124	305558 MB 2022-387 SAFETY
ACCOUNT TOTAL									34,499.24		
001402 790100 MISCELANEOUS CAP PROJECTS											
004412	TEMPLE INC	0248203		2404338	2025	1	INV	P	13,698.00	103124	305611 SOUTHERN AVE CROSSW
ACCOUNT TOTAL									13,698.00		
ORG 001402 TOTAL									48,197.24		
001553 CEMETERY DIV											
001553 502000 MINOR OFFICE EQUIP/FURN.											
003825	OWENS BUSINESS MACHI	501492		0	2025	1	INV	P	25.33	103124	305563 MONTHLY MAINTENANCE
ACCOUNT TOTAL									25.33		
001553 510000 CLEANING/JANITORIAL SPLY											
050811	IMPERIAL DADE	35742095		2500339	2025	1	INV	P	367.64	103124	305518 JANITORIAL SUPPLIES
ACCOUNT TOTAL									367.64		
001553 544000 HORT./LANDSCAPING SPLY.											
004012	RED BUD SUPPLY INC	188134		2500149	2025	1	INV	P	592.54	103124	305588 HORT/LANDSCAPE SUP
ACCOUNT TOTAL									592.54		
001553 561000 PLUMBING SUPPLIES											
003543	MCELHANEY PLUMBING I	306879		2500461	2025	1	INV	P	32.95	103124	305537 PLUMBING SUPPLIES

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/1										
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL								32.95		
001553	570000			MTR	VEHICLE	REP.	PTS/SPL			
048827	CARQUEST	14758-41773		2500284	2025	1	INV P	168.78	103124	305466 MOTOR VEHICLE REPAI
048827	CARQUEST	14758-42082		2500476	2025	1	INV P	116.96	103124	305466 MOTOR VEHICLE REPAI
								285.74		
ACCOUNT TOTAL								285.74		
001553	575500			AGRICLTRL	REPAIR		PTS/SPL			
002083	ALLBRITTON CHAIN SAW	106847		2500295	2025	1	INV P	39.98	103124	305437 CHAINS FOR POLES
002083	ALLBRITTON CHAIN SAW	106962		2500402	2025	1	INV P	216.68	103124	305437 AGRICLTRL PARTS & S
								256.66		
003615	JOHN DEERE FINANCIAL	P07872		2500232	2025	1	INV P	323.10	103124	305522 AGRICLTRL PARTS & S
ACCOUNT TOTAL								579.76		
001553	604900			OTHER PROFESSIONAL	SERV.					
002471	CINTAS CORPORATION # 5235551601			0	2025	1	INV P	440.00	103124	305473 ST. CONT# 820004475
ACCOUNT TOTAL								440.00		
001553	643000			UNIFORM RENT						
002471	CINTAS CORPORATION # 4208846974			0	2025	1	INV P	113.27	103124	305474 ST. CONT# 820004475
002471	CINTAS CORPORATION # 4209577833			0	2025	1	INV P	113.27	103124	305473 ST. CONT# 820004475
								226.54		
ACCOUNT TOTAL								226.54		
001553	643500			MOP-MAT-RAG RENT						
002471	CINTAS CORPORATION # 4208846864			0	2025	1	INV P	33.37	103124	305475 ST. CONT# 820004475
002471	CINTAS CORPORATION # 4209577627			0	2025	1	INV P	33.37	103124	305475 ST. CONT# 820004475
								66.74		
ACCOUNT TOTAL								66.74		
001553	733500			AGRICULTURAL EQUIPMENT						
002083	ALLBRITTON CHAIN SAW	107015		2500460	2025	1	INV P	2,681.97	103124	305437 URBAN F./AGRICULTUR
002083	ALLBRITTON CHAIN SAW	107022		2500463	2025	1	INV P	2,627.96	103124	305437 AGRICULTURAL EQUIPM
								5,309.93		
ACCOUNT TOTAL								5,309.93		
ORG 001553 TOTAL								7,927.17		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/1										
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
FUND 001 General Fund					TOTAL:		447,556.31			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/1		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002300											PKS/REC-RECREATION MAINT. DIV.
002300	510000										CLEANING/JANITORIAL SPLY
002162	ATCO INTERNATIONAL		I0636143		2500016	2025	1	INV P	735.55	103124	305447 OFFICE SUPPLIES
003810	OFFICE PRODUCTS PLUS	1072517-0			2500273	2025	1	INV P	557.50	103124	305562 JANITORIAL SUPPLIES
003810	OFFICE PRODUCTS PLUS	1072517-1			2500273	2025	1	INV P	91.92	103124	305562 JANITORIAL SUPPLIES
003810	OFFICE PRODUCTS PLUS	1073010-0			2500354	2025	1	INV P	201.13	103124	305562 JANITORIAL SUPPLIES
003810	OFFICE PRODUCTS PLUS	1073289-0			2500408	2025	1	INV P	150.70	103124	305562 JANITORIAL SUPPLIES
									1,001.25		
004495	ULINE		184021129		2500099	2025	1	INV P	69.00	103124	305616 JANITORIAL SUPPLIES
									ACCOUNT TOTAL	1,805.80	
002300	513000										CHEMICALS
049595	SITEONE LANDSCAPE		146655686-001		2500024	2025	1	INV P	1,516.00	103124	305597 HERBICIDE FOR ATHLE
									ACCOUNT TOTAL	1,516.00	
002300	541500										SAND,CLAY,GRVL,FILL DIRT
002359	BURGE EXCAVATING & G	2189			2500247	2025	1	INV P	335.00	103124	305459 LANDSCAPE SUPPLIES
									ACCOUNT TOTAL	335.00	
002300	544000										HORT./LANDSCAPING SPLY.
002049	ADAMS NURSERY		427467		2500348	2025	1	INV P	287.00	103124	305432 PORTER PARKLET DOWN
003897	PHILLIPS BARK PROCES	168446			2500362	2025	1	INV P	1,755.00	103124	305569 KAMPER PARK PLAYGRO
									ACCOUNT TOTAL	2,042.00	
002300	546000										MINOR EQUIPMENT
002492	CLEMTS HARDWARE		132734		2500299	2025	1	INV P	235.97	103124	305479 SHOP SUPPLIES/PITCH
									ACCOUNT TOTAL	235.97	
002300	551000										RECREATIONAL SUPPLIES
002492	CLEMTS HARDWARE		132732		2500302	2025	1	INV P	64.98	103124	305479 SHOP SUPPLIES
002492	CLEMTS HARDWARE		132745		2500336	2025	1	INV P	119.96	103124	305479 SHOP SUPPLIES/CANS
									184.94		
									ACCOUNT TOTAL	184.94	
002300	560000										BUILDING MATERIALS & SPLY
002714	ECONOMY SUPPLY CO		132249		2500332	2025	1	INV P	345.00	103124	305497 SIDING REPLACEMENT
002714	ECONOMY SUPPLY CO		132293		2500255	2025	1	INV P	907.00	103124	305497 TIMBERTON BALLFIELD
002714	ECONOMY SUPPLY CO		132425		2500331	2025	1	INV P	629.00	103124	305497 SIDING REPLACEMENT
									1,881.00		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/1		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
003587	MID SOUTH GLASS INC	0051910	2500378	2025	1	INV	P		550.00	103124	305541 TIMBERTON PARK SOFT
			ACCOUNT TOTAL						2,431.00		
002300	561000		PLUMBING SUPPLIES								
002492	CLEMTS HARDWARE	132737	2500363	2025	1	INV	P		206.80	103124	305479 SHOP SUPPLIES
049595	SITEONE LANDSCAPE	146656050-001	2500035	2025	1	INV	P		916.97	103124	305597 PLUMBING SUPPLIES
			ACCOUNT TOTAL						1,123.77		
002300	565000		PAINT AND PAINTING SPLY.								
002492	CLEMTS HARDWARE	132733	2500112	2025	1	INV	P		35.97	103124	305479 SHOP SUPPLIES
002714	ECONOMY SUPPLY CO	133217	0	2025	1	INV	P		107.40	103124	305497 SPRAY PAINT FOR OSE
004176	SHERWIN-WILLIAMS COM	4088-0	2500433	2025	1	INV	P		294.80	103124	305596 PAINTSAN ANTONIO FI
004176	SHERWIN-WILLIAMS COM	4233-2	2500484	2025	1	INV	P		184.15	103124	305596 PAINT SAN ANTONIO F
004176	SHERWIN-WILLIAMS COM	TRANS# 3805-8	2500334	2025	1	INV	P		388.30	103124	305596 DUPLEX REPAIRS AT T
									867.25		
049595	SITEONE LANDSCAPE	146655623-001	2500033	2025	1	INV	P		3,777.47	103124	305597 PAINT FOR TATUM
			ACCOUNT TOTAL						4,788.09		
002300	570000		MTR VEHICLE REP. PTS/SPL								
002398	CAMPER CITY OF HATTI	40100286	2500384	2025	1	INV	P		649.00	103124	305465 TRUCK MAINT UNIT #2
002565	COURTESY MOTORS INC	139326	2500371	2025	1	INV	P		60.92	103124	305485 TRUCK MAINT UNIT #2
			ACCOUNT TOTAL						709.92		
002300	575500		AGRICLTRL REPAIR PTS/SPL								
002304	BRACKMAN MOWER WAREH	61007	2500414	2025	1	INV	P		72.99	103124	305454 MOWER PARTS
003843	PARISH TRACTOR (HATT	W09495	2500018	2025	1	INV	P		154.00	103124	305565 TRACTOR PARTS/REPAI
004499	UNDERWOOD OUTDOOR PO	136866	2500091	2025	1	INV	P		173.61	103124	305618 MOWER PARTS
			ACCOUNT TOTAL						400.60		
002300	612000		FREIGHT								
002162	ATCO INTERNATIONAL	I0636143	2500016	2025	1	INV	P		72.71	103124	305447 OFFICE SUPPLIES
003897	PHILLIPS BARK PROCES	168446	2500362	2025	1	INV	P		425.00	103124	305569 KAMPER PARK PLAYGRO
004495	ULINE	184021129	2500099	2025	1	INV	P		36.00	103124	305616 JANITORAL SUPPLIES
			ACCOUNT TOTAL						533.71		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/1		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002300	635700										
002777	FAGAN TREE AND SPRAY	4399	0		2025	1	INV	P	350.00	103124	305502 LABOR PLUMBING EQIP
									350.00		
002300	638000										
002567	COURTNEY'S RESTAURAN	16271	0		2025	1	INV	P	350.00	103124	305486 SERVICE CALL/TATUM
									350.00		
002300	638400										
002361	BURKETT RADIATOR SHO	68726	2500442		2025	1	INV	P	215.00	103124	305460 TRUCK MAINT UNIT #2
051133	UPSHAW RICHARD	107417	2500343		2025	1	INV	P	2,299.00	103124	305621 TRUCK MAINT UNIT #2
									2,514.00		
002300	638700										
003380	LANCASTER'S MACHINE	25835	2500251		2025	1	INV	P	550.00	103124	305528 MOWER REPAIR UNIT#2
003843	PARISH TRACTOR (HATT W09495		2500018		2025	1	INV	P	9.24	103124	305565 TRACTOR PARTS/REPAI
									559.24		
002300	639800										
003253	JOHNNY'S WRECKER SER	47435	2500114		2025	1	INV	P	350.00	103124	305523 TRACTOR TOWING UNIT
									350.00		
002300	639900										
003185	INNOVATIVE SERVICE S	20240157	2500047		2025	1	INV	P	525.00	103124	305520 AED MAINTENANCE
									525.00		
002300	643000										
002471	CINTAS CORPORATION #	4208570812	0		2025	1	INV	P	269.46	103124	305473 PR GROUNDS UNIFORM
002471	CINTAS CORPORATION #	4209309256	0		2025	1	INV	P	270.35	103124	305473 PR GROUNDS UNIFORM
									539.81		
									539.81		
002300	644900										
002071	AIRGAS USA LLC (NORD	5511092811	0		2025	1	INV	P	106.82	103124	305435 PR GROUNDS-CYLINDER
002471	CINTAS CORPORATION #	1905190266	0		2025	1	INV	P	200.00	103124	305473 PR GROUNDS GLOVES R
002471	CINTAS CORPORATION #	4208570274	0		2025	1	INV	P	47.46	103124	305474 PR GROUNDS MATS REN
002471	CINTAS CORPORATION #	4209308495	0		2025	1	INV	P	47.46	103124	305474 PR GROUNDS MATS REN
002471	CINTAS CORPORATION #	5236108704	0		2025	1	INV	P	228.62	103124	305473 PR GROUNDS MEDICAL
									523.54		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/1											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION	
003987	PUCKETT RENTS	1076829-0001	2500430	2025	1	INV	P	708.90	103124	305583	SHOP SUPPLIES/WATER
ACCOUNT TOTAL								1,339.26			
002300	687000		CUSTODIAL SERVICE								
002037	AB SUPPORT SERVICES	3B2024	2400345	2025	1	INV	P	466.00	103124	305431	TWO-QUOTE JANITORIA
ACCOUNT TOTAL								466.00			
002300	699900		SERVICES NOT SPECIFIED								
050384	FOUR SEASONS ORNAMEN	3097	0	2025	1	INV	P	150.00	103124	305506	LAWN MAINTENANCE LA
050462	SHADE LANDSCAPE	2095	0	2025	1	INV	P	1,000.00	103124	305594	OCTOBER MONTHLY LAN
ACCOUNT TOTAL								1,150.00			
ORG 002300 TOTAL								24,250.11			
002315	PKS/REC-REC.ADMIN/COM.REL.										
002315	535500		WEARING APPAREL								
003216	J M H GRAPHICS	44049	2500117	2025	1	INV	P	986.00	103124	305521	UNIFORM FOR ADMIN E
ACCOUNT TOTAL								986.00			
002315	551000		RECREATIONAL SUPPLIES								
003921	PINE BELT TROPHY	INV 10/29/24	2500327	2025	1	INV	P	48.90	103124	305576	SOFTBALL 2024 TROPH
003937	PLAY IT AGAIN SPORTS	002093	2500329	2025	1	INV	P	340.00	103124	305577	ADULT SOFTBALL CHAM
004575	WALMART STORES INC	03055901553477367554	2500188	2025	1	INV	P	92.64	103124	305622	STEM SATURDAY MUMMI
051014	FUTURE PRO INC	27142	2500226	2025	1	INV	P	6,700.00	103124	305507	BASKETBALL GOALS TW
ACCOUNT TOTAL								7,181.54			
002315	603400		OFFICIALS								
004221	SMITH, CARLTON L	CSMITH1010	0	2025	1	INV	P	100.00	103124	305598	SOFTBALL OFFICIAL O
004460	TROTTER, COREY	CTROTTER1010	0	2025	1	INV	P	50.00	103124	305612	SOFTBALL OFFICIAL
047595	MARTIN DERRICAS	DMARTIN1010	0	2025	1	INV	P	100.00	103124	305535	SOFTBALL OFFICIAL
048772	LEE ANTHONY	ALEE1010	0	2025	1	INV	P	100.00	103124	305531	SOFTBALL OFFICIAL O
050828	CHRISTY M WILLIAMS	CWILLIAMS1010	0	2025	1	INV	P	50.00	103124	305472	SOFTBALL OFFICIAL O
050939	PREMIER YOUTH	SEASON2024	0	2025	1	INV	P	600.00	103124	305580	HATTIESBURG LEAGUE/
051135	BURNS, LOGAN	LBURNS107	0	2025	1	INV	P	115.00	103124	305461	YOUTH FOOTBALL CHAI
051135	BURNS, LOGAN	LBURNS921	0	2025	1	INV	P	90.00	103124	305461	YOUTH FOOTBALL CHAI
								205.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/1		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL									1,205.00		
002315	604900	OTHER PROFESSIONAL SERV.									
002965	GUTHRIE, JONI S	JGUTHRIE1007	0	2025	1	INV	P		120.00	103124	305512 LOWIMPACT AEROBICS
003313	KETTLEY, ANNETTE	AKETTLEY1010	0	2025	1	INV	P		40.00	103124	305524 SOFTBALL SCOREKEEPE
003958	POWELL, RANDY	RPOWELL1010	0	2025	1	INV	P		60.00	103124	305579 SOFTBALL STAFF SUPP
003958	POWELL, RANDY	RPOWELL1019	0	2025	1	INV	P		142.50	103124	305579 YOUTH FOOTBALL CHAI
									202.50		
047581	PROTECTION AGENCY &	001279	0	2025	1	INV	P		375.00	103124	305582 YOUTH FOOTBALL EAST
047581	PROTECTION AGENCY &	001280	0	2025	1	INV	P		875.00	103124	305582 HATTIESBURG VS FORR
047581	PROTECTION AGENCY &	001289	0	2025	1	INV	P		300.00	103124	305582 FALL ADULT SOFTBALL
									1,550.00		
047971	BRETT CUMMINS	BCUMMINS1009	0	2025	1	INV	P		375.00	103124	305456 ADULT WATERCOLOR CL
047971	BRETT CUMMINS	BCUMMINS1023	0	2025	1	INV	P		250.00	103124	305456 ADULT WATERCOLOR CL
									625.00		
049412	BLUE WILLIAM TERRELL	WBLUE1019	0	2025	1	INV	P		95.00	103124	305451 YOUTH FOOTBALL CHAI
049412	BLUE WILLIAM TERRELL	WBLUE107	0	2025	1	INV	P		115.00	103124	305451 YOUTH FOOTBALL CHAI
									210.00		
051134	GARNER, MEKHI MALIK	MGARNER1019	0	2025	1	INV	P		95.00	103124	305509 YOUTH FOOTBALL CHAI
051134	GARNER, MEKHI MALIK	MGARNER105	0	2025	1	INV	P		80.00	103124	305509 YOUTH FOOTBALL CHAI
051134	GARNER, MEKHI MALIK	MGARNER107	0	2025	1	INV	P		115.00	103124	305509 YOUTH FOOTBALLLL CHA
									290.00		
051135	BURNS, LOGAN	LBURN1019	0	2025	1	INV	P		95.00	103124	305461 YOUTH FOOTBALL CHAI
ACCOUNT TOTAL									3,132.50		
002315	630500	ELECTRICITY									
003700	MS POWER COMPANY	E2024 10/18/2024B	0	2025	1	INV	P		193.59	103124	305551 MISSISSIPPI POWER-1
ACCOUNT TOTAL									193.59		
ORG 002315 TOTAL									12,698.63		
FUND 002 PARKS & RECREATION FUND									TOTAL: 36,948.74		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/1												
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
008201					SPEC.ST.IMPR-STREET DIV.							
008201 636000					STREETS & STRUCTURES R&M							
047056	WARREN	PAVING	INC	2404781.1	2404781	2025	1	INV	P	31,196.98	103124	305625 PAVING MEDICAL BOUL
047056	WARREN	PAVING	INC	2404843.1	2404843	2025	1	INV	P	29,858.73	103124	305625 MB 2022-319 / w. Ad
										61,055.71		
ACCOUNT TOTAL										61,055.71		
ORG 008201						TOTAL				61,055.71		
FUND 008				SPECIAL STREET IMPR.FUND				TOTAL:		61,055.71		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/1		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
009660										
009660	604900									
	002665	DIXIE COMMUNITY UTIL	DX	101024	0	2025	1 INV P	421.50	103124	305494 SEWER READINGS SEPT
	004003	RAWLS SPRINGS UTILIT		102024	0	2025	1 INV P	940.00	103124	305584 SEWER READINGS SEPT
							ACCOUNT TOTAL	1,361.50		
009660	607000									
	047562	ENCO UTILITY		INV68184	0	2025	1 INV P	3,376.35	103124	305500 MB 2020-303 RT 1 BI
							ACCOUNT TOTAL	3,376.35		
009660	620000									
	047562	ENCO UTILITY		INV68184	0	2025	1 INV P	1,118.45	103124	305500 MB 2020-303 RT 1 BI
							ACCOUNT TOTAL	1,118.45		
009660	630000									
	004321	SPIRE		G2024 OCT 16	0	2025	1 INV P	21.20	103124	305607 SPIRE-VARIOUS DEPAR
							ACCOUNT TOTAL	21.20		
009660	638400									
	003861	PATTERSON AUTO ELECT		82576	2500415	2025	1 INV P	845.63	103124	305566 REPAIR TO UNIT 2044
							ACCOUNT TOTAL	845.63		
009660	643000									
	002471	CINTAS CORPORATION #		4208845760	0	2025	1 INV P	28.23	103124	305475 STATE CONTRACT 8200
							ACCOUNT TOTAL	28.23		
009660	687000									
	050419	SCRUB HUB LLC		11	2401114	2025	1 INV P	540.90	103124	305593 TWO-QUOTE JANITORIA
							ACCOUNT TOTAL	540.90		
							ORG 009660 TOTAL	7,292.26		
009672										
009672	540000									
	004586	WARREN PAVING INC		98501	2500121	2025	1 INV P	1,453.65	103124	305624 610 CRUSH LIMESTONE
	004586	WARREN PAVING INC		98715	2500121	2025	1 INV P	1,406.90	103124	305624 610 CRUSH LIMESTONE
								2,860.55		
							ACCOUNT TOTAL	2,860.55		
009672	561000									
	002442	CENTRAL PIPE SUPPLY		S100386146-003	2404901	2025	1 INV P	925.00	103124	305469 WAREHOUSE STOCK FOR

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/1		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
004300	SOUTHERN WATERWORKS	99588	2500421	2025	1	INV	P		2,307.15	103124	305605 WAREHOUSE STOCK FOR
ACCOUNT TOTAL									3,232.15		
009672	570000										
002166	AUTO ARMATURE SERVIC	03820	2500278	2025	1	INV	P	MTR VEHICLE REP. PTS/SPL	224.95	103124	305448 BATTERY FOR UNIT #
048827	CARQUEST	14758-41740	2500264	2025	1	INV	P		43.39	103124	305466 REPAIR PARTS FOR UN
048827	CARQUEST	14758-41945	2500344	2025	1	INV	P		40.26	103124	305466 REPAIR PARTS FOR UN
									83.65		
ACCOUNT TOTAL									308.60		
009672	604900										
002288	BONNER ANALYTICAL TE	84885	0	2025	1	INV	P	OTHER PROFESSIONAL SERV.	30.00	103124	305452 COLIFORM TESTING, 3
003380	LANCASTER'S MACHINE	025834	2500158	2025	1	INV	P		360.00	103124	305528 HAND TOOLS FOR WATE
048917	MS CONCRETE PROF	0000211	0	2025	1	INV	P		350.00	103124	305545 CONCRETE REPAIRS, 5
048917	MS CONCRETE PROF	0000212	0	2025	1	INV	P		350.00	103124	305545 CONCRETE REPAIRS, 1
048917	MS CONCRETE PROF	0000213	0	2025	1	INV	P		800.00	103124	305545 CONCRETE REPAIRS, 3
048917	MS CONCRETE PROF	0000214	0	2025	1	INV	P		800.00	103124	305545 CONCRETE REPAIRS, 3
048917	MS CONCRETE PROF	0000215	0	2025	1	INV	P		950.00	103124	305545 CONCRETE REPAIRS, C
048917	MS CONCRETE PROF	0000216	0	2025	1	INV	P		3,500.00	103124	305545 CONCRETE REPAIRS, 3
048917	MS CONCRETE PROF	0000217	0	2025	1	INV	P		1,809.37	103124	305545 CONCRETE REPAIRS, M
048917	MS CONCRETE PROF	0000218	0	2025	1	INV	P		900.00	103124	305545 CONCRETE REPAIRS, 1
048917	MS CONCRETE PROF	0000219	0	2025	1	INV	P		350.00	103124	305545 CONCRETE REPAIRS, 6
048917	MS CONCRETE PROF	0000220	0	2025	1	INV	P		1,100.00	103124	305545 CONCRETE REPAIRS, 9
048917	MS CONCRETE PROF	0000221	0	2025	1	INV	P		784.84	103124	305545 CONCRETE REPAIRS, M
									11,694.21		
ACCOUNT TOTAL									12,084.21		
009672	636000										
003649	C J MORGAN INC	2024050	0	2025	1	INV	P	STREETS & STRUCTURES R&M	151,057.28	103124	305464 MB2024-551: WATER R
003649	C J MORGAN INC	2024057	0	2025	1	INV	P		155,069.33	103124	305464 MB2024-551: WATER R
									306,126.61		
ACCOUNT TOTAL									306,126.61		
009672	638400										
003861	PATTERSON AUTO ELECT	82399	2500268	2025	1	INV	P	MOTOR VEHICLE EQ. R&M	948.15	103124	305566 REPAIRS TO UNIT # 1
ACCOUNT TOTAL									948.15		
009672	643000										
002471	CINTAS CORPORATION #	4208846904	0	2025	1	INV	P	UNIFORM RENT	261.37	103124	305473 SC#8200044758: UNIF
002471	CINTAS CORPORATION #	4209577354	0	2025	1	INV	P		269.06	103124	305473 SC#8200044758: UNIF

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/1												
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
										530.43		
ACCOUNT TOTAL										530.43		
ORG 009672 TOTAL										326,090.70		
009673 W&S O&M-WATER PLANT DIVISION												
009673 513000 CHEMICALS												
002094	ALLIED UNIVERSAL COR	I2975171	2500140	2025	1	INV	P		1,225.00	103124	305438 150lb CHLORINE FOR	
002094	ALLIED UNIVERSAL COR	I2975172	2500140	2025	1	INV	P		1,225.00	103124	305438 150lb CHLORINE FOR	
002094	ALLIED UNIVERSAL COR	I2975173	2500140	2025	1	INV	P		1,960.00	103124	305438 150lb CHLORINE FOR	
002094	ALLIED UNIVERSAL COR	I2975174	2500140	2025	1	INV	P		1,960.00	103124	305438 150lb CHLORINE FOR	
										6,370.00		
002971	HACH COMPANY	14225471	2500267	2025	1	INV	P		3,131.90	103124	305513 REAGENTS FOR LAB --	
003179	INDUSTRIAL CHEMICALS	556346	2500119	2025	1	INV	P		4,960.00	103124	305519 SODIUM FLUOROSILICA	
003179	INDUSTRIAL CHEMICALS	556523	2500235	2025	1	INV	P		4,500.00	103124	305519 50LB BAGS LIME FOR	
										9,460.00		
ACCOUNT TOTAL										18,961.90		
009673 570000 MTR VEHICLE REP. PTS/SPL												
048827	CARQUEST	14758-41840	2500316	2025	1	INV	P		344.04	103124	305466 FORKLIFT BATTERIES	
ACCOUNT TOTAL										344.04		
009673 604900 OTHER PROFESSIONAL SERV.												
003614	MISSION COMMUNICATIO	1092949	0	2025	1	INV	P		1,042.20	103124	305542 ANNUAL SERVICE VARI	
048434	AMERICAN TANK	ATM100124	0	2025	1	INV	P		86,737.56	103124	305439 MB2021-211-212: QUA	
ACCOUNT TOTAL										87,779.76		
009673 643500 MOP-MAT-RAG RENT												
002471	CINTAS CORPORATION #	4209576891	0	2025	1	INV	P		80.07	103124	305474 SC#8200044758: MOPS	
ACCOUNT TOTAL										80.07		
009673 687000 CUSTODIAL SERVICE												
002037	AB SUPPORT SERVICES	3B2024	2400345	2025	1	INV	P		466.00	103124	305431 TWO-QUOTE JANITORIA	
ACCOUNT TOTAL										466.00		
ORG 009673 TOTAL										107,631.77		
009676 W&S O&M-SEWER DIVISION												
009676 546000 MINOR EQUIPMENT												
002442	CENTRAL PIPE SUPPLY	S100385085-001	2404780	2025	1	INV	P		123.93	103124	305469 MINOR EQUIPMENT --	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/1											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR		TYP	S	WARRANT		CHECK DESCRIPTION
				ACCOUNT TOTAL					123.93		
009676	561000			PLUMBING SUPPLIES							
002657	DEWS, C L & SONS FOU	209593	0	2025	1	INV	P		375.00	103124	305493 MANHOLE COVER, H'BU
				ACCOUNT TOTAL					375.00		
009676	570000			MTR VEHICLE REP. PTS/SPL							
002646	DELK'S TIRE SALES AN	47035	2500420	2025	1	INV	P		180.00	103124	305489 TRAILER TIRE FOR AS
003861	PATTERSON AUTO ELECT	82396	2500356	2025	1	INV	P		447.56	103124	305566 REPAIRS TO UNIT # 2
003861	PATTERSON AUTO ELECT	82492	2500357	2025	1	INV	P		1,527.13	103124	305566 REPAIRS TO UNIT # 1
									1,974.69		
				ACCOUNT TOTAL					2,154.69		
009676	630500			ELECTRICITY							
004282	SOUTHERN PINE ELECT	E2024 10.16.2024	0	2025	1	INV	P		112.17	103124	305602 SOUTHERN PINE ELECT
004282	SOUTHERN PINE ELECT	E2024 10.17.2024	0	2025	1	INV	P		80.48	103124	305602 SOUTHERN PINE ELECT
004282	SOUTHERN PINE ELECT	E2024-10/17B	0	2025	1	INV	P		398.68	103124	305602 SOUTHERN PINE ELECT
									591.33		
				ACCOUNT TOTAL					591.33		
009676	636000			STREETS & STRUCTURES R&M							
004058	RJM MCQUEEN CONTRACT	3053	0	2025	1	INV	P		128,194.72	103124	305591 MB2024-551: SEWER R
004058	RJM MCQUEEN CONTRACT	3060	0	2025	1	INV	P		112,912.75	103124	305591 MB2024-551: SEWER R
									241,107.47		
				ACCOUNT TOTAL					241,107.47		
009676	638400			MOTOR VEHICLE EQ. R&M							
003861	PATTERSON AUTO ELECT	82396	2500356	2025	1	INV	P		1,125.00	103124	305566 REPAIRS TO UNIT # 2
003861	PATTERSON AUTO ELECT	82492	2500357	2025	1	INV	P		1,500.00	103124	305566 REPAIRS TO UNIT # 1
									2,625.00		
				ACCOUNT TOTAL					2,625.00		
009676	638600			CONSTRUCTION EQUIP R&M							
002083	ALLBRITTON CHAIN SAW	18905	2500233	2025	1	INV	P		109.68	103124	305437 REPAIRS TO ASSET #
				ACCOUNT TOTAL					109.68		
				ORG 009676 TOTAL					247,087.10		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/1																			
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR		TYP S		WARRANT		CHECK	DESCRIPTION					
009677						W&S O&M-SEWER LAGOON DIV.													
009677 513000						CHEMICALS													
002094		ALLIED UNIVERSAL COR		I2975175		2500127	2025	1	INV	P	6,526.20		103124	305438		CHLORINE & SULFUR D			
002094		ALLIED UNIVERSAL COR		I2975176		2500127	2025	1	INV	P	1,631.55		103124	305438		CHLORINE & SULFUR D			
											8,157.75								
ACCOUNT TOTAL											8,157.75								
009677 602500						LEGAL													
004599		WATKINS & EAGER		435985		0	2025	1	INV	P	3,977.50		103124	305626		RE:ENVIRONMENTAL MA			
004599		WATKINS & EAGER		436663		0	2025	1	INV	P	2,417.00		103124	305626		RE:ENVIRONMENTAL MA			
											6,394.50								
ACCOUNT TOTAL											6,394.50								
009677 630500						ELECTRICITY													
003873		PEARL RIVER VALLEY E		2024-10.18		0	2025	1	INV	P	50.00		103124	305568		PEARL RIVER ELECTRI			
003873		PEARL RIVER VALLEY E		2024-10/21		0	2025	1	INV	P	332.12		103124	305568		PEARL RIVER VALLEY			
											382.12								
ACCOUNT TOTAL											382.12								
009677 638000						FIXED EQUIPMENT R&M													
003348		L & A CONTRACTING CO		483-280		0	2025	1	INV	P	43,485.00		103124	305525		MB2024-1088: LAGOON			
ACCOUNT TOTAL											43,485.00								
ORG 009677									TOTAL		58,419.37								
FUND 009 WATER & SEWER OPERATION/MAINT.										TOTAL:		746,521.20							

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/1												
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR		TYP	S	WARRANT		CHECK	DESCRIPTION
011000		WATER & SEWER		BALANCE SHEET								
011000		115000		COLLECTION FEES								
002058	ADELA INC	040201490000	8/24	0	2025	1	INV	P	80.86	103124	305433	WATER COLLECTION FE
002058	ADELA INC	040201490000	9/24	0	2025	1	INV	P	70.00	103124	305433	WATER COLLECTION FE
									150.86			
ACCOUNT TOTAL									150.86			
ORG 011000 TOTAL									150.86			
011001		WATER & SEWER		REVENUES								
011001		360002		TAXABLE WATER SALES								
051146	BEDFORD CARE LAUNDRY	56921		0	2025	1	INV	P	3,256.31	103124	305450	
ACCOUNT TOTAL									3,256.31			
ORG 011001 TOTAL									3,256.31			
FUND 011 WATER & SEWER FUND									TOTAL:	3,407.17		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/1											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
039551				AIRPORT IMPR.-AIRPORT DIV							
039551 729502				AIRPORT IMP-FAA							
002466	CHRIS ALBRITTON	CONS TAXIWAY	REALIGN #8	0	2025	1	INV P	108,966.18	103124	305471	MB 2022-307 TAXIWAY
ACCOUNT TOTAL								108,966.18			
ORG 039551 TOTAL								108,966.18			
FUND 039		AIRPORT IMPROVEMENT FUND				TOTAL:		108,966.18			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/1															
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP S			WARRANT		CHECK	DESCRIPTION		
072201				MUN.ROAD&BRIDGE-STREET DIV											
072201 636000				STREETS & STRUCTURES R&M											
047056	WARREN	PAVING	INC	2404219.1	2404219	2025	1	INV	P	12,406.77	103124	305625	JOHNSON AVE. MB 202		
047056	WARREN	PAVING	INC	2404219.2	2404219	2025	1	INV	P	932.60	103124	305625	JOHNSON AVE. MB 202		
047056	WARREN	PAVING	INC	2404221.1	2404221	2025	1	INV	P	15,611.46	103124	305625	VILLA VERDE MB 2021		
047056	WARREN	PAVING	INC	2404222.1	2404222	2025	1	INV	P	188,844.21	103124	305625	PINEHILLS DR. MB 20		
047056	WARREN	PAVING	INC	2404720.1	2404720	2025	1	INV	P	65,743.73	103124	305625	BRYCEWOOD CIR. /MB		
047056	WARREN	PAVING	INC	2404722.1	2404722	2025	1	INV	P	23,481.42	103124	305625	MADISON PLAZA/ MB-2		
										307,020.19					
ACCOUNT TOTAL										307,020.19					
ORG 072201 TOTAL										307,020.19					
FUND 072 MUNICIPAL ROAD & BRIDGE										TOTAL:	307,020.19				

YEAR/PERIOD: 2025/1 TO 2025/1		INVOICE		PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION
073570					MASS TRANSIT-TRANSPORTATION						
073570	546000				MINOR EQUIPMENT						
002083	ALLBRITTON CHAIN SAW	106888		2500280	2025	1	INV P	4,899.00	103124	305437	LAWN MOWER FOR SHOP
ACCOUNT TOTAL								4,899.00			
073570	571001				REPAIR PARTS - FIXED ROUTE						
002565	COURTESY MOTORS INC	138987		2500307	2025	1	INV P	53.76	103124	305485	BRAKE REPAIRS BUS #
ACCOUNT TOTAL								53.76			
073570	638501				BUS EQUIP R&M-FIXED ROUTE						
003861	PATTERSON AUTO ELECT	82537		2500368	2025	1	INV P	1,062.50	103124	305566	REPAIRS BUS #20584
ACCOUNT TOTAL								1,062.50			
073570	639900				OTHER REPAIRS AND MAINT.						
002083	ALLBRITTON CHAIN SAW	18858		2500282	2025	1	INV P	63.00	103124	305437	REPAIR STIHL POLE S
ACCOUNT TOTAL								63.00			
073570	643000				UNIFORM RENT						
002471	CINTAS CORPORATION #	4208129108		0	2025	1	INV P	184.87	103124	305473	HCT UNIFORM RENTALS
002471	CINTAS CORPORATION #	4208846236		0	2025	1	INV P	195.37	103124	305473	HCT UNIFORM RENTALS
								380.24			
ACCOUNT TOTAL								380.24			
073570	687000				CUSTODIAL SERVICE						
050419	SCRUB HUB LLC	11		2401114	2025	1	INV P	540.90	103124	305593	TWO-QUOTE JANITORIA
ACCOUNT TOTAL								540.90			
ORG 073570 TOTAL								6,999.40			
FUND 073 MASS TRANSIT FUND								TOTAL:	6,999.40		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/1													
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
075695						W&S CONSTR.-CAPITAL PROJECTS							
075695 722099						PROGRAMMED SEWER PROJ.							
004058	RJM	MCQUEEN	CONTRACT	3059	0	2025	1	INV	P	295,109.02	103124	305591 MB2021-570 BURKETT	
004058	RJM	MCQUEEN	CONTRACT	3064	0	2025	1	INV	P	15,901.30	103124	305591 MB 2021-571 SOUTHER	
004058	RJM	MCQUEEN	CONTRACT	3069	0	2025	1	INV	P	12,673.25	103124	305591 MB 2024-551 S 18TH	
004058	RJM	MCQUEEN	CONTRACT	3072	0	2025	1	INV	P	131,755.94	103124	305591 MB 2021-551 BURKETT	
										455,439.51			
049419	MISSISSIPPI	POWER	WO	590210408LY	0	2025	1	INV	P	3,288.77	103124	305543 EDWARDS ST INFRASTR	
ACCOUNT TOTAL										458,728.28			
ORG 075695 TOTAL										458,728.28			
FUND 075 WATER&SEWER CONSTRUCTION FUND										TOTAL:	458,728.28		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/1		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
077650				COMMUNITY CTR-ADMIN/GENERAL							
077650	544000			HORT./LANDSCAPING SPLY.							
002049	ADAMS NURSERY	427465		2500330	2025	1	INV	P	100.00	103124	305432 FLOWERS FOR ART CEN
				ACCOUNT TOTAL					100.00		
077650	546000			MINOR EQUIPMENT							
002304	BRACKMAN MOWER WAREH 61030			2500347	2025	1	INV	P	1,199.00	103124	305454 PRESSURE WASHER FOR
003543	MCELHANEY PLUMBING I 306880			2500462	2025	1	INV	P	22.32	103124	305537 CHAIN AND PAD LOCK
				ACCOUNT TOTAL					1,221.32		
077650	570000			MTR VEHICLE REP. PTS/SPL							
002166	AUTO ARMATURE SERVIC 03842			2500346	2025	1	INV	P	204.95	103124	305448 BATTERY FOR UNIT 18
				ACCOUNT TOTAL					204.95		
077650	630000			GAS							
004321	SPIRE	G2024 OCT 16		0	2025	1	INV	P	55.54	103124	305607 SPIRE-VARIOUS DEPAR
				ACCOUNT TOTAL					55.54		
077650	638000			FIXED EQUIPMENT R&M							
003681	MS FIRE & SAFETY OF 86270			2500502	2025	1	INV	P	1,730.00	103124	305546 SEMI-ANN HOOD MNT
004234	SMITH, JIM SERVICES I94203			2500230	2025	1	INV	P	376.80	103124	305599 DRIVER BELT REPLCMN
				ACCOUNT TOTAL					2,106.80		
077650	639900			OTHER REPAIRS AND MAINT.							
003185	INNOVATIVE SERVICE S 20240158			2500145	2025	1	INV	P	875.00	103124	305520 CARDIAC SCIENCE AED
				ACCOUNT TOTAL					875.00		
077650	643000			UNIFORM RENT							
002471	CINTAS CORPORATION # 4207414884			0	2025	1	INV	P	125.00	103124	305473 UNIFORM RENTAL COMM
002471	CINTAS CORPORATION # 4208129460			0	2025	1	INV	P	125.00	103124	305473 UNIFORM RENTAL COMM
002471	CINTAS CORPORATION # 4208846519			0	2025	1	INV	P	125.00	103124	305473 UNIFORM RENTAL COMM
002471	CINTAS CORPORATION # 4209577510			0	2025	1	INV	P	125.00	103124	305473 UNIFORM RENTAL COMM
									500.00		
				ACCOUNT TOTAL					500.00		
077650	715010			REC CENTER OLD YMCA							
003938	PLUM CREEK ENVIRONME 16566			2403761	2025	1	INV	P	2,275.00	103124	305578 TRASH RECEPTACLE FO
				ACCOUNT TOTAL					2,275.00		
				ORG 077650			TOTAL		7,338.61		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/1									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
FUND 077		COMMUNITY CENTERS' FUND			TOTAL:		7,338.61		

YEAR/PERIOD: 2025/1 TO 2025/1															
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR		TYP	S	WARRANT		CHECK	DESCRIPTION	
086300				SPEC SALES		TAX/RECREATION MAIN									
086300 7295PR						CAPITAL PROJECTS									
049598	PHOENIX	CONSTRUCTION	JAYCEE	PARK	IMPR	#11	0	2025	1	INV	P	2,721.59	103124	305570 MB 2022-74 JAYCEE P	
049598	PHOENIX	CONSTRUCTION	JAYCEE	PARK	IMPR	#12	0	2025	1	INV	P	36,676.30	103124	305570 MB 2022-74 JAYCEE P	
											39,397.89				
										ACCOUNT TOTAL	39,397.89				
										ORG 086300	TOTAL	39,397.89			
FUND 086				SPEC SALES TAX-P&R/UNIV IMPROV				TOTAL:		39,397.89					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/1											
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 183		0	2025	1	INV P	275.00	103124	305595	LEGAL SERVICES THRO
ACCOUNT TOTAL								275.00			
ORG 087601 TOTAL								275.00			
FUND 087 INDUSTRIAL PARK DEVELOPMENT								TOTAL:		275.00	

** END OF REPORT - Generated by Nacoshia Mark **

10/30/2024 10:01
6050nmark

City of Hattiesburg, MS
A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

P 34
apcsbdsb

FUND		DUE TO	DUE FR
001	General Fund		447,556.31
002	PARKS & RECREATION FUND		36,948.74
008	SPECIAL STREET IMPR.FUND		61,055.71
009	WATER & SEWER OPERATION/MAINT.		746,521.20
011	WATER & SEWER FUND		3,407.17
039	AIRPORT IMPROVEMENT FUND		108,966.18
072	MUNICIPAL ROAD & BRIDGE		307,020.19
073	MASS TRANSIT FUND		6,999.40
075	WATER&SEWER CONSTRUCTION FUND		458,728.28
077	COMMUNITY CENTERS' FUND		7,338.61
086	SPEC SALES TAX-P&R/UNIV IMPROV		39,397.89
087	INDUSTRIAL PARK DEVELOPMENT		275.00
801	CLAIMS FUND		
		2,224,214.68	
	TOTAL	2,224,214.68	2,224,214.68

** END OF REPORT - Generated by Nacosha Mark **