Tuesday, November 19, 2024 | **City Council** | **Council Chambers**
5:00 PM | **Tuesday Meeting Agenda** | **200 Forrest Street**

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

Agenda Adjustments:

Correction to the claims docket (Routine #11), at the request of the Administration.

POLICY AGENDA

1. **2024-687** Approve the minutes for the November 4 & 5, 2024 meetings of the City Council.

2. **2024-482** Approve or deny a Conditional Use Request for a gravel outdoor storage area at a property located at 313 E 3rd Street (PPIN 15708, Ward 4, Forrest County), as requested by Michael Myrick, Owner, and Scott Pipkins, Applicant/Contractor. The Planning Commission recommended approval on November 6th, 2024.

3. **2024-537** Approve or deny a Variance Request from the requirement of one large, shade or canopy tree per parking island (LDC 7.10.10.2) to allow for 0 in four separate landscape islands and from the requirement of one tree per 60 feet of lineal frontage (LDC 7.10.11.1) to allow for 0 at a property located at 4607 Hardy Street (PPIN 21451, Ward 3, Lamar County), as requested by , made by Merchants & Marine Bank, Property Owner, Thomas H Eaves, Representative/Architect, and Rion Snowdon, Architect. The Board of Adjustment offered no recommendation.

4. **2024-538** Approve or deny a variance request from the requirement of a 40ft maximum and minimum setback in an I-1 zoning to allow for a front setback up to 150ft at a property located at 2100 McInnis Loop (PPIN 38592, 47444, Ward 5, Forrest County), as requested by David Lawson, Property Owner, Shelby Murray, Applicant/Engineer, and Forrest Dungan, Applicant. The Board of Adjustment recommended denial on November 6th, 2024.

5. **2024-539** Approve or deny a variance request from the maximum sign area (per sign) of 64sqft for an EM-9 zoned property to allow for 537sqft, a variance from the height

maximum of 10ft for an EM-9 zoned property to allow for 43ft, and a variance from the depth maximum of 2ft for an EM-9 zoned property to allow for 3ft at a property located at 6051 US Hwy 49 (PPIN 16698, Ward 4, Forrest County), as requested by Forrest General Hospital, Property Owner, and Dustin Gatlin, Representative. The Board of Adjustment recommended approval on November 6th, 2024.

6. **2024-541** Approve or deny variance requests from the maximum sign area (per sign) of 64sqft for an EM-9 zoned property to allow for 800sqft, a variance from the height maximum of 10ft for an EM-9 zoned property to allow for 24.5ft, and a variance from the depth maximum of 2ft for an EM-9 zoned property to allow for 10ft at a property located at 6051 US Hwy 49 (PPIN 20865) Ward 4, Forrest County), as requested by Forrest General Hospital, Property Owner, and Dustin Gatlin, Representative. The Board of Adjustment recommended approval on November 6th, 2024.

7. **2024-540** Approve or deny variance requests from the maximum sign area (per sign) of 64sqft for an EM-9 zoned property to allow for 800sqft, a variance from the height maximum of 10ft for an EM-9 zoned property to allow for 24.5ft, and a variance from the depth maximum of 2ft for an EM-9 zoned property to allow for 10ft at a property located at 6051 US Hwy 49 (PPIN 16706, Ward 4, Forrest County), as requested by Forrest General Hospital, Property Owner, and Dustin Gatlin, Representative. The Board of Adjustment recommended approval on November 6th, 2024.

8. **2024-542** Approve or deny variance requests from the requirement of 75ft between curb cuts in a B-3 zoned property to allow for a 64ft curb cut (LDC 7.5.2.1), a variance from the requirement of 48 parking spaces in a B-3 zoned property to instead allow for only 30 parking spaces (LDC 7.12.3.1), a variance from the requirement of 10ft of green space to instead allow for 8ft of green space, and a variance from the maximum allowable impervious surface of 80% in a B-3 zoned property to instead allow for 88.7% of impervious surface at a property located at 1129 and 1131 Hardy Street (PPIN 14679, 14680, Ward 4, Forrest County), as requested by Alfredo Sandoval, Property Owner, and Rion Snowdon, Architect. The Board of Adjustment recommended approval on November 6th, 2024.

9. **2024-483** Approve or deny variance requests from the maximum outdoor equipment storage area of 50% (LDC 7.12.10.4), and a request for a variance from the requirement for 5 foot sidewalks along public streets on the street frontage (LDC 7.6.1.1) at a property located at 313 E 3rd Street (PPIN 15708, Ward 4, Forrest County), as requested by Michael Myrick, Owner, and Scott Pipkins, Applicant/Contractor. The Board of Adjustment recommended approval on November 6th, 2024.

10. **2024-678** Adopt a Resolution directing the sale and award of a negotiable note, Series 2024 of the City of Hattiesburg, Mississippi, to be dated the date of delivery thereof, in the principal amount of Four Million Dollars ($4,000,000.00), and authorize execution of any and all necessary documents for the same.

11.	**2024-688**	Adopt a Resolution of Intent and setting hearing for the Amended and Restated Redevelopment Plan for the City of Hattiesburg.
12.	**2024-689**	Adopt a Resolution of Intent and setting hearing for the Tax Increment Financing Plan for Hattiesburg Marketplace.
13.	**2024-672**	Adopt a Resolution authorizing the revised obligation of ARPA funds for MCWI Project # 589-2-SW-5.6 and Authorize the Mayor to execute all necessary agreements for related purposes.
14.	**2024-671**	Adopt a Resolution authorizing the revised obligation of ARPA funds for MCWI Project # 438-1-SW-5.6; and Authorize the Mayor to execute all necessary agreements for related purposes.
15.	**2024-673**	Adopt a Resolution authorizing the revised obligation of ARPA funds for MCWI Project # 568-2-SW-5.6; and Authorize the Mayor to execute all necessary agreements for related purposes.
16.	**2024-675**	Adopt a Resolution approving the revised obligation of ARPA funds for MCWI Projects 116-1-CW-5.6 and 359-1-CW-5.5.
17.	**2024-674**	Adopt a Resolution authorizing the revised obligation of ARPA funds for MCWI Project # 566-2-SW-5.6; and Authorize the Mayor to execute all necessary agreements for related purposes.
18.	**2024-717**	Adopt an Amended Resolution determining waiver valuation and just compensation for certain real property with low fair market value to be acquired in connection with the 3rd St COMSWP Project, and authorize issuance of manual check for the same.
19.	**2024-676**	Adopt a Resolution authorizing the de-obligation of a portion of ARPA funds previously allocated for certain MCWI projects.
20.	**2024-659**	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.
21.	**2024-641**	Adopt a Resolution declaring certain vehicles as surplus (per the attached list), authorize the sale of the said vehicles, and remove the vehicles from the inventory of the Parks and Recreation Department.
22.	**2024-692**	Adopt a Resolution declaring certain vehicles (per attached list) as surplus and authorizing the sale of said vehicles at auction and removal of said vehicles from the city's inventory of the Mass Transit Division.
23.	**2024-660**	Approve Joint-Funding Agreement for the period of October 1, 2023 to September

30, 2024 to continue the cooperative program between the U.S. Geological Survey (USGS) and the City of Hattiesburg for the operation and maintenance of the Bouie River Flood Monitoring Site at Glendale Avenue, and for hydrologic modeling and development of inundation maps for the Leaf River, with total cost to the City of $8,190.00 and authorize the Mayor to execute in duplicate.

24. **2024-670** Approve Change Order No. 1 with Nicholson Professional Consulting, Inc. for the Midtown Green Park Project for a contract increase of $13,698.89 and authorize the Mayor to execute in duplicate.

25. **2024-677** Approve Contract Change Order No. 1 with Nicholson Professional Consulting, Inc. for the 16th Ave and Concart Street Improvements Project for a contract increase of $7,963.15; Authorize the Mayor to execute the Change Order in duplicate.

26. **2024-647** Approve Lighting Agreement with Mississippi Power Company for additional lighting on Alpha Ave for a monthly increase of $8.65, and authorize Mayor to execute the same.

27. **2024-667** Approve Lighting Agreement with Southern Pine Electric for additional lighting in Ward 1 for a monthly increase of $17.65, and authorize Mayor to execute the same.

28. **2024-666** Approve and authorize the transfer of additional funds to complete Economic Development Highway Project No. DECD-0018(35)BO in the amount of $300,000.00.

29. **2024-685** Approve and accept the award of the grant funds from the National Endowment for Arts (NEA) in the amount of $25,000 to support the commission of a mural inside Hattiesburg Public Safety Complex and authorize the Mayor to execute award documents

30. **2024-662** Acknowledge bids received October 31, 2024, for the Concrete Paved Ditch Repairs Along Gordon's Creek and accept the bid from TM Productions, LLC of Starkville, MS base bid and Alternate No. 1 in the amount of $218,813.00; and authorize the Mayor to execute any and all documents required for the project.

31. **2024-686** Acknowledge bids received on October 31, 2024, for repairs to City Hall and accept the base bid in the amount of $334,000.00 and alternate #1 in the amount of $249,900.00 for a total of 583,900.00 from BW Sullivan Contractors as the lowest and best bid and authorize the Mayor to execute construction contracts and all necessary agreements for related purposes.

32. **2024-664** Acknowledge receipt of the Building for the Arts Grant awarded by the Mississippi Arts Commission for renovations at 825 Main Street, The Rebecca Stark Johnson Community Arts Center, and authorize the Mayor to sign and execute all necessary

documentation.

ROUTINE AGENDA

1.	**2024-690**	Ratification of an agreement between the City of Hattiesburg and UKG (Kronos) for workforce management onboarding services.
2.	**2024-665**	Acknowledge receipt of Bids received on October 31, 2024, for various Public Services Term Bids and accept the bids as per recommendation in the attached memorandum.
3.	**2024-669**	Acknowledge bids received August 15, 2024 for project No.565-2-SW-5.6 and reject all bids received.
4.	**2024-681**	Acknowledge receipt of proposals received on October 31, 2024, for Qualified Eligible Contractors for Lead Abatement & Renovation and accept the proposal Specialty Abatement as the only proposal received.
5.	**2024-684**	Acknowledge proposals received on October 31, 2024, for Qualified Eligible Lead Testing Firms and accept all proposals received.
6.	**2024-663**	Authorize publication of Notice to Bidders for Municipal Depositories for a (2) two-year period beginning January 1, 2025, through December 31, 2026.
7.	**2024-657**	Approve the City's purchase of (1) grave space, located in Section 30, Lot 45, North Half (N 1/2) of the Northwest Quarter (NW 1/4), at Highland Cemetery, Minute Book# 2007, Page 1/514 in the amount of $175.00 from Michael Jordan, Authorize manual check for the same.
8.	**2024-658**	Approve the City's purchase of (2) two grave spaces, located in Section 37, Lot 53, Southeast Quarter (SE 1/4) at Highland Cemetery, Minute Book# 2013, Page 375, in the amount of $350.00 from Steve & Diane Burch, Authorize a manual check for the same.
9.	**2024-668**	Approve the City's purchase of (1) one grave space, located in Section 25, Lot 76, North Half (N 1/2) of the Northwest Quarter (NW 1/4), at Highland Cemetery, Minuet Book# 1995-5, Page# 92, in the amount of $175.00 from Orville Glenn Freeman, Authorize manual check for the same.
10.	**2024-656**	Approve the sale of grave spaces per attached Memo's, Receipts, and Deeds.
11.	**2024-680**	Approve claims docket for the period ending November 15, 2024.

In Memoriam:

- Ms. Willie L. Lewis
- Ms. Elizabeth “Betty” Jefferson
- Mr. Howard J. Blakely
- Mr. Jimmy Bell
- Mr. Everette William “Bill” Kyles
- Mr. Dale E. Roark
- Mr., Glenn Ladd
- Mr. Niles F. “Buddy” Calhoun
- Mr. Thomas Jordan
- Mr. Reginald Verrett

Meeting Adjourn

Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, November 19, 2024

Re: Correction to the claims docket, at the request of the Administration.
File Number: 2024-731
Minute Book #

Summary

Recommendation Statement

Please place this on the November 19, 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: City Council members

FROM: Kermas Eaton, Director of Administration/City Clerk

DATE: November 19, 2024

RE: Correction to Claims Docket

Please accept this memorandum as a request for removal and approval of payment of claims. The department entered the wrong vendor pay code; The incorrect pay code used was 48798 for Benjamin Kirkland in the amount of $18,400.00 the correct pay code is 48978 for Rion Snowden in thew same amount as above. Please approve the removal of payment to Benjamin Kirkland from the claims docket and acknowledge the correction to the claims docket vendor and approve payment to Rion Snowden in the amount of $18,400.00.

Thank you.

ADDENDUM CLAIMS DOCKET
PERIOD ENDING SEPTEMBER 13, 2024

FUND	VENDOR		INVOICE NUMBER	PURCHASE ORDER	ITEM DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
01	Benjamin Kirkland (To be removed from claims docket)		1131	N/A	Construction/ Train Depot Repairs	11/15/2024	305647	18,400.00
01	Rion Snowden	1131			Construction/ Train Depot Repairs	11/15/2024	1001011	18,400.00

TOTAL 18,400.00

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Ronda Kennedy, Clerk of Council**

cc:

Date: **Tuesday, November 19, 2024**

Re: **Approve the minutes for the November 4 & 5, 2024 meetings of the City Council.**
File Number: 2024-687
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 19, 2024 City Council meeting for consideration.

Published Agenda

Monday, November 4, 2024 | **City Council** | **Council Chambers**
4:00 PM | **Monday Meeting Agenda** | **200 Forrest Street**

Call to Order

Public Hearing

1. 2024-487 Hold a public hearing for an appeal requested by Kerri Little, appellant, of the decision by the Board of Adjustment, which recommended denial of a variance request onSeptember 4, 2024. The Board of Adjustment recommended denial of a variancerequest to allow a structure to exceed the maximum height of 72 feet in a B-5 zonedproperty by permitting a 100-foot structure (flagpole) on the property located at 6461US 98 (PPIN 26161, Ward 3, Lamar County).

2. 2024-611 Hold Public Hearing to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.

Attachments: Hold Public Hearing Memo - CE 11/04/2024
1. 114 Brookwood Ln - Case History
2. 104 S 34th Ave - Case History
3. 210 S 34th Ave - Case History
4. 313 S 34th Ave - Case History
5. 114 St Josep St - Case History
6. 434 Buschman St - Case History
7. 523 Louise St - Case History
8. 612 Dearborne St - Case History
9. 901 River Ave - Case History
10. 907 River Ave - Case History
11. 6 Alder Ln - Case History
12. 224 Fredna Ave - Case History
13. 4881 US Hwy 49 S - Case History

Policy Item

1. 2024-650 Adopt a Resolution of the Mayor and City Council of the City of Hattiesburg, Mississippi to authorize waiving of fees for mass transit riders on Tuesday, November 5, 2024, due to the United States Presidential Election.

Agenda Adjustments – Add Policy Items #35, #36, #37, #38 & #39 at the request of the Administration:

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 $3,5000,000.00 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.

Agenda Review

Work Session

1.	**2024-648**	Ad valorem tax exemption, presented by Alex Pickle.
2.	**2024-649**	Update of Fire Station #2, presented by Administration.
3.	**2024-646**	Review of Draft Short Term Rental Ordinance presented by Councilman Jeffrey George & Planning Department.

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Call to Order

BE IT REMEMBERED that the Hattiesburg City Council held a **public hearing at 4:00 p.m. Monday, November 4, 2024**, in Council Chambers at City Hall, for the appeal filed by Kerri Little, appellant, of the decision by the Board of Adjustment, which recommended denial of a variance request on September 4, 2024. The Board of Adjustment recommended denial of a variance request to allow a structure to exceed the maximum height of 72 feet in a B-5 zoned property by permitting a 100-foot structure (flagpole) on the property located at 6461 US 98 (PPIN 26161, Ward 3, Lamar County).

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, **opened the Public Hearing at 4:01 p.m.** and explained the procedures.

Public Hearing – Flagpole Variance Request Appeal

1.	**2024-487**	Hold a public hearing for an appeal requested by Kerri Little, appellant, of the decision by the Board of Adjustment, which recommended denial of a variance request on September 4, 2024. The Board of Adjustment recommended denial of a variance request to allow a structure to exceed the maximum height of 72 feet in a B-5 zoned property by permitting a 100-foot structure (flagpole) on the property located at 6461 US 98 (PPIN 26161, Ward 3, Lamar County). Attachments: Appeal_Kerri Little

Nathan Satcher, City Senior Planner, presented an overview history of the case.

After Mr. Satcher's overview, the Appellant, Kerri Little, presented an overview and explanation of the variance request for the size of the flagpole.

Council President George asked the public if there were any citizens for or against the petition.

There were no citizens who wished to speak for or against the petition.

Council President George asked the Appellant for rebuttal.

There were no rebuttals.

By unanimous consent, Council President George **closed the public hearing at 4:17 p.m. and proceeded with the Public Hearing on the Unsafe Properties listed.**

Public Hearing – Condemning Unsafe Properties

BE IT REMEMBERED that the Hattiesburg City Council held a **Public Hearing on unsafe properties at 4:17 p.m., November 4, 2024**, in Council Chambers at City Hall, pursuant to order adopted October 8, 2024, at Minute

Book 2023 Pages 138-139, to determine if the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

Council President George called the **opened the hearing** and explained the procedures.

2. **2024-611** Hold Public Hearing to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.

Attachments: Hold Public Hearing Memo - CE 11/04/2024
1. 114 Brookwood Ln - Case History
2. 104 S 34th Ave - Case History
3. 210 S 34th Ave - Case History
4. 313 S 34th Ave - Case History
5. 114 St Josep St - Case History
6. 434 Buschman St - Case History
7. 523 Louise St - Case History
8. 612 Dearborne St - Case History
9. 901 River Ave - Case History
10. 907 River Ave - Case History
11. 6 Alder Ln - Case History
12. 224 Fredna Ave - Case History
13. 4881 US Hwy 49 S - Case History

Code Enforcement Assistant Manager, Whit Sanguinetti, presented the properties to be considered. Mr. Sanguinetti recommended the that the Council adopt resolutions determining the properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, providing a specified period of time to remove the violations, and declaring the City's intent to take action to clear violations and charge the cost plus penalty against the property if the violations are not resolved in the specified period of time. He recommended resolutions allowing homeowners 15 days to resolve violations.

Council President George called out each unsafe property listed and asked if there were any citizens who wished to speak on behalf of the property called.

- Case #4 - 313 S. 34th Ave. - Sourabh Mukherjee, property owner
- Case # 7 - 523 Louise St. - Brenda Husband, neighbor to the property owner
- Case #8 - 612 Dearborne St. - Eddie McCoy, property owner
- Case #9 - 901 River Ave. - Timonthy Beasley, property owner
- Case #12 - 224 Fredna Ave. - Alvin Watson (J. Alvin Investments, LLC), property owner

There were no other citizens present who wished to address the Council regarding properties listed for the public hearing.

By unanimous consent, Council President George **closed the public hearing at 4:46 p.m. and proceeded with the Agenda Review.**

Policy Item

**NOTE: The City Council went ahead and adopted the following Resolution due to the Presidential Election on the City Council's Tuesday meeting.*

1. **2024-650** Adopt a Resolution of the Mayor and City Council of the City of Hattiesburg, Mississippi to authorize waiving of fees for mass transit riders on Tuesday, November 5, 2024, due to the United States Presidential Election.

Attachments: RESOLUTION - Election Day Mass Transit System Access 2024

A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to **ADOPT a RESOLUTION #2024-184** of the Mayor and City Council of the City of Hattiesburg, Mississippi to authorize waiving of fees for mass transit riders on Tuesday, November 5, 2024, due to the United States Presidential Election.

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

Agenda Adjustments

The Clerk of Council read aloud the Agenda adjustments.

Add Policy Items #35, #36, #37, #38 & #39 at the request of the Administration.

35. **2024-653** Adopt an Ordinance setting salary of Mayor and City Council for the City of Hattiesburg, Mississippi.

Attachment: Ordinance Setting Salary of Mayor and City Council

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.

Attachment: Resolution – settlement Meeks 110524

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.

Attachments: SB 2468 MOU Tipton Street
COH-W-9
SB 2468 – Verification Form
SB 2468 Contact Form – Tipton Street Project

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 $3,5000,000.00 for improvements in the Avenues area of Hattiesburg and authorize the Mayor to execute any and all necessary documents for the same.

Attachments: SB 2468 MOU Avenues

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.

Attachments: BRINC MSPA 2024
City of Hattiesburg, MS BRINC Advanced Drone Program

Agenda Review

Council President George proceeded with the **Agenda Review**.

Regarding Policy Items #8-19 - Adam Schraeder, Economic Development Director for ADP, presented an overview.

2024-682 Property Tax Overview on the following Companies:

- Kohler Co.
- Georgia-Pacific Consumer Operation, LLC
- Western Container Corporation
- Resinall Corporation
- Wis-Pak of Hattiesburg
- BP Rex Closures, LLC

- Sofidel America Corp
- Zeon Chemicals, L.P.
- York International Corporation
- Green Bay Converting, Inc.
- JPM of MIssissippi, Inc.
- Mississippi Tank Company

Attachments: 2024 Property Tax Presentation, 11-04-2024

Following discussion of agenda items, Council President George **closed the Agenda Review and proceeded with the Citizens' Forum.**

Citizens' Forum

Council Vice President Ware proceeded with the Citizens' Forum.

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

The following citizens addressed the Council:

- Virginia Smith, 200 Tuscan Ave., Apt. A
- Brenda Husband, 516 Louise St.

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

Council Vice President Ware **closed the Citizen Forum and proceeded with the Work Session.**

Work Session

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

1. **2024-648** Ad valorem tax exemption, presented by Alex Pickle.

Attachments**:** Hattiesburg 2023 Ad Valorem Abatements, 11-04-2024

2. **2024-649** Update of Fire Station #2, presented by Ann Jones.

3. **2024-646** Review of Draft Short Term Rental Ordinance presented by Councilman Jeffrey George & Planning Department, Cory Long.

Attachments**:** Ordinance - LDC Amendments - Short-Term Rental, 11-04-2024
Short-Term Rental License - From OS - Draft, 11-04-2024

Meeting Recess

Council President George declared the **meeting recessed at 6:09 p.m., this 4th day of November, 2024**, by unanimous consent, until the 5th day of November, 2024.

ATTEST: **APPROVE:**

_____ _____

Clerk of Council **Council President**

ATTEST AND CERTIFY: **APPROVE:**

_____ _____

City Clerk **Mayor**

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Published Agenda

Tuesday, November 5, 2024	**City Council**	**Council Chambers**
5:00 PM	**Mon/Tuesday Meeting Agenda**	**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.
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.
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.

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

****

Call to Order

BE IT REMEMBERED that the **regular meeting of the Hattiesburg City Council was held at 5:00 p.m. Tuesday, November 5, 2024**, in Council Chambers at City Hall; same being from a recessed meeting held on November 4, 2024.

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

Council President George Called the meeting to order.

Call to Prayer and Pledge of Allegiance

The prayer was given by Randy Pope.

The Pledge of Allegiance was also led by Mr. Pope.

Presentation Agenda

The PRESENTATION AGENDA came before the Council.

There were no presentations at this time.

POLICY AGENDA

THE MATTER OF THE AGENDA ORDER came before the Council.

The POLICY AGENDA came before the Council.

1. **2024-614** Approve the minutes for the October 21 & 22, 2024 meetings of the City Council.

Attachments: 10-21-2024 AR Mins.
10-22-2024 Mins.

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to **APPROVE** the minutes for the *October 21 & 22, 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 *(via teleconference)*

Nays: 0

2. **2024-398** *[DENIED]* 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.

Attachments: A1 - 6461 US 98 - Toyota Flag Pole - Staff Report
A1 Image Sheet - 6461 US 98
6461 US Hwy 98- Toyota Flag Pole- Application
6461 US Hwy 98- Toyota Flag Pole- Plan
Letter of Support - Benson's Steakhouse
Letter of Support - Champagne Taste Consignment Shop
Letter of Support - Fine Wine Liquor Store
Letter of Support - Hair Unlimited
Letter of Support - Kim's Nail Salon
Letter of Support - Lake Serene
Letter of Support - 5 Minute Express Car Wash
Letter of Support - 98 Keith's
Letter of Support - 98 McDonalds
BOA September- MINUTES

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to **DENY** a variance request for a 100 ft maximum structure (flag pole) for a property located at 6461 US 98.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown *(via teleconference)*

Nays: 0

3. **2024-390** *[TABLED]*

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.

Attachments: E1 - 532 Cox Street - Staff Summary
E1 Image Sheet - 532 Cox Street
532 Cox St- Public Hearing Application_Jordan
532 Cox St-Community Support
ORDINANCE - 532 Cox Street
HPC September- MINUTES

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to **TAKE FROM THE TABLE**: an Ordinance to amend the comprehensive zoning district map for a located at 532 Cox Street from R-1C to A-2 *(Tabled from the October 8, 2024 Council meeting)*.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown *(via teleconference)*

Nays: 0

Council Vice President Ware asked Council President George to *suspend Robert's Rule of Order* to allow the City's Division Manager of the Planning Department, Cory Long, to update the applicant's request.

After Mr. Long's update, Council President George *reinstated Robert's Rule of Order*.

A MOTION was made by Council Vice President Ware and seconded by Council Member Delgado to **TABLE** an Ordinance (that amends the comprehensive zoning district map to rezone a property located at 532 Cox Street from R-1C to A-2) ***until the property owner and the Planning Department find and agree on an acceptable solution.***

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown *(via teleconference)*

Nays: 0

4. **2024-399** *[TABLED]*

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).

Attachments: B1 - 532 Cox Street - Staff Summary
B1 Image Sheet - 532 Cox Street
532 Cox St- Public Hearing Application Jordan
532 Cox St-Community Support
BOA September- MINUTES

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to **TAKE FROM THE TABLE**: 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 *(Tabled from the October 8, 2024 Council meeting)*.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown *(via teleconference)*

Nays: 0

A MOTION was made by Council Vice President Ware and seconded by Council Member Delgado to to **TABLE** the Board of Adjustment's recommendation to approve the request a property located at 532 Cox Street ***until the property owner and the Planning Department find and agree on an acceptable solution.***

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown *(via teleconference)*

Nays: 0

5. **2024-613** Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.

Attachments: Adopt Resolution to Condemn Memo - CE 11/05/2024
1. 114 Brookwood Ln - Condemnation Resolution
2. 104 S 34th Ave - Condemnation Resolution
3. 210 S 34th Ave - Condemnation Resolution
4. 313 S 34th Ave - Condemnation Resolution
5. 114 St Joseph St - Condemnation Resolution
6. 434 Buschman St - Condemnation Resolution
7. 523 Louise St - Condemnation Resolution
8. 612 Dearborne St - Condemnation Resolution
9. 901 River Ave - Condemnation Resolution
10. 907 River Ave - Condemnation Resolution
11. 6 Alder Ln - Condemnation Resolution
12. 224 Fredna Ave - Condemnation Resolution
13. 4881 US Hwy 49 S - Condemnation Resolution
Dismissal Memo - 313 S 34th Ave

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to **REMOVE** property ***313 S 34TH AVENUE*** and **ADOPT RESOLUTIONS (#2024-185-196)** condemning the following properties as unclean and a menace to the health and safety of the community.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown *(via teleconference)*

Nays: 0

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.

Attachments: Adjudication Memo 11 05 2024
1 - 718 Greely Street Adjudication Resolution
2 - 814 Grace Avenue Adjudication Resolution
3 - 601 Short 6th Alley Adjudication Resolution
4 -603 Short 6th Street Adjudication Resolution
5- 605 Short 6th Street Adjudication Resolution
6 - Bernard Street Adjudication Resolution
7 -102 Roy Street Adjudication Resolution
8 - 6581 Highway 49 Adjudication Resolution

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to **ADOPT RESOLUTIONS (#2024-197-204)** 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 *(via teleconference)*

Nays: 0

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.

Attachments**:** COH MS GO Note (2024) (252493)- Intent and Note Resolution (11-5-24 mtg)
COH 11-5 Agenda Item - Intent_Note Resolution 2024 (252493) - with exhibits

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to **ADOPT** a **RESOLUTION (#2024-205)** 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.

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

Yeas: 5- George, Delgado, Carroll, Dave and Brown *(via teleconference)*

Nays: 0

8. **2024-577** *[TABLED]* 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.

Attachments**:** Kohler Reso
Kohler Position Statement
Kohler App

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to **TABLE** a Resolution ***(until December 3, 2024 City Council meeting)*** 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.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown *(via teleconference)*

Nays: 0

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.

Attachments**:** Georgia-Pacific Position Statement
GP- Reso
GP- Application

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to **ADOPT** a **RESOLUTION (#2024-206)** 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.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown *(via teleconference)*

Nays: 0

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.

Attachments**:** Western Container Position Statement
Western Container Res
Western Container App

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to **ADOPT** a **RESOLUTION (#2024-207)** 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.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown *(via teleconference)*

Nays: 0

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.

Attachments**:** Resinall Resolution
Resinall Position Statement
Resinall Application

A MOTION was made by Council Member Carter Carroll and seconded by Council Member Deborah Delgado to **ADOPT** a **RESOLUTION (#2024-208)** 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.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown *(via teleconference)*

Nays: 0

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.

Attachments**:** Position Statement
WIs-Pak Application
Wis Pak Resolution

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to **ADOPT** a **RESOLUTION (#2024-209)** 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.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown *(via teleconference)*

Nays: 0

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.

Attachments: BP Rex closures
BP Rex Closures- App
BPRex Closures- Position Statement

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to **ADOPT** a **RESOLUTION (#2024-210)** 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.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown *(via teleconference)*

Nays: 0

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.

Attachments: APPLICATION FOR AD VALOREM TAX EXEMPTION 2024
Position Statement
Sofidel

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to **ADOPT** a **RESOLUTION (#2024-211)** 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.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown *(via teleconference)*

Nays: 0

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.

Attachments: Zeon Chemicals Position Statement
Zeon Application
Zeon Reso

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to **ADOPT** a **RESOLUTION (#2024-212)** 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.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown *(via teleconference)*

Nays: 0

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.

Attachments: York Reso
York Position Statement
York International App

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to **ADOPT** a **RESOLUTION (#2024-213)** 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.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown *(via teleconference)*

Nays: 0

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.

Attachments: Green Bay Con Position Statement
Green Bay Res
Green Bay Application

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to **ADOPT** a **RESOLUTION (#2024-214)** 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.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown *(via teleconference)*

Nays: 0

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.

Attachments: JPM OF MS Reso
JPM Application

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to **ADOPT** a **RESOLUTION (#2024-215)** 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..

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown *(via teleconference)*

Nays: 0

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.

Attachments: Mississippi Tank Position Statement
MS Tank Reso
MS Tank Application

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to **ADOPT** a **RESOLUTION (#2024-216)** 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.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown *(via teleconference)*

Nays: 0

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.

Attachments: Resolution adopting budget amendments NOV 5 2025
Budget Amendments nov 5 2024

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Adopt the November 5th, 2024 Amendments to the budget for fiscal year ending September 30, 2024 and **ADOPT RESOLUTION (#2024-217)** authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown *(via teleconference)*

Nays: 0

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.

Attachments: SECOND AUGUSTA COURT SUBDIVISION PLAT 1-16-2008
Executed Resolution #2024-183 accepting the street and infrastructure in Augusta Court Subdivision
RESOLUTION_August Court Acceptance 2024.11.05 Infrastructure& Streets_supersedes 2024-183

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to **ADOPT** a **RESOLUTION (#2024-218)** 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.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown *(via teleconference)*

Nays: 0

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.

Attachments: MOU - MLK
Attachment "A" - 359

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to **APPROVE** a Memorandum of Understanding between the Hattiesburg City Council and the Mayor of Hattiesburg to obligate the City's ARPA State and Local Fiscal Recovery Funds for the purposes set forth in the Subaward Agreement between the City of Hattiesburg and the Mississippi Department of Environmental Quality for the project entitled “MLK Water and Sewer" and **AUTHORIZE** execution of 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 *(via teleconference)*

Nays: 0

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.

Attachments: MOU - W. 7th St. Infrastructure
Attachment "A" - 566

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to **APPROVE** a Memorandum of Understanding between the Hattiesburg City Council and the Mayor of Hattiesburg to obligate the City's ARPA State and Local Fiscal Recovery Funds for the purposes set forth in the Subaward Agreement between the City of Hattiesburg and the Mississippi Department of Environmental Quality for the project entitled “W. 7th Street Infrastructure Improvements Project" and **AUTHORIZE** execution of 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 *(via teleconference)*

Nays: 0

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.

Attachments: MOU - Edwards St. Sewer
Attachment "A" - 116

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to **APPROVE** a Memorandum of Understanding between the Hattiesburg City Council and the Mayor of Hattiesburg to obligate the City's ARPA State and Local Fiscal Recovery Funds for the purposes set forth in the Subaward Agreement between the City of Hattiesburg and the Mississippi Department of Environmental Quality for the project entitled “Edwards St. Sewer" and **AUTHORIZE** execution of 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 *(via teleconference)*

Nays: 0

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.

Attachments: Powell agreement-Signed241104

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to **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.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown *(via teleconference)*

Nays: 0

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.

Attachments: Chris Albritton Contractor's Final Application for Payment HBG Taxiway A Realignment 0030-2023
Chris Albritton LPA - Project Certit. of Payments to Subs. HGB Taxiway A Realignment 0030-2023
Chris Albritton Prime Contractors Monthly DBE and Subcontractor Report 0030-2023
Consent of Surety to Final Payment HBG Taxiway A Realignment 0030-2023
AIA Contractor's Affidavit of Payment of Debts and Claims HBG Taxiway A Realignment 0030-2023
AIA Contractor's Affidavit of Release of Liens HBG Taxiway A Realignment 0030-2023
As-Built Change Order - finalHBG Bobby L. Municipal Airport -33-2023 Taxiway
Certificate and Release HBG Taxiway A Realignment 0030-2023
Chris Albritton Construiction Guarantee 0030-2023
Notice of Final Settlement - Taxiway Realignment Project Closeout

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to **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.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown *(via teleconference)*

Nays: 0

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.

Attachments**:** 348 40th Pl. - MSP Authorization

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to **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.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown *(via teleconference)*

Nays: 0

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.

Attachments**:** TLW Proposal, City of Hattiesburg 7th 082924
R&J Bid_12240_Specs_Street Ready Set

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to **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.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown *(via teleconference)*

Nays: 0

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.

Attachments**:** Award Letter
12220-008_Bid Tab - Signed
R&J Condensed Bid
Myers Condensed Bid
Grady Crawford Full Bid - Unified

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to **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.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown *(via teleconference)*

Nays: 0

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.

Attachments: Bid Tab - Innswood Drainage Improvements
12237.001_Glenn Leonard Bid
Award Letter

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to **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.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown *(via teleconference)*

Nays: 0

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.

Attachments: Pine Belt Solid Waste Authority Service Agreement - City of Hattiesburg 11.5.24
Table of Contents for Service Agreement
Schedule 1. Definitions_Clean (BS 9.29.23)
Incorporation Agreement
Amendments 1, 2, 3 and 4 to Incorporation Agreement
Schedule 3 Host County Agreement
Schedule 4 Disposal Rates 2025
Schedule 5 - Voting Strength
Agreement with Pine Belt Regional Solid Waste Management Authority - waste disposal

A MOTION was made by Council Vice President Ware and seconded by Council Member Delgado to **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.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown *(via teleconference)*

Nays: 0

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.

Attachments: Hattiesburg Optimist Agreement Jaycee
Liability Insurance

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to **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.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown *(via teleconference)*

Nays: 0

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.

Attachments: VisitHattiesburg Tourism Grant Info
VisitHattiesburg Tourism Grant
VisitHattiesburg Tourism Grant award - Midnight on Front Street

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to **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.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown *(via teleconference)*

Nays: 0

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.

Attachments: 2024-2025 Holiday Schedule

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to **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.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown *(via teleconference)*

Nays: 0

35. **2024-653** Adopt an Ordinance setting salary of Mayor and City Council for the City of Hattiesburg, Mississippi.
Attachments: ORDINANCE SETTING SALARY OF MAYOR AND CITY COUNCIL

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to **ADOPT** an **ORDINANCE (#3364)** setting salary of Mayor and City Council for the City of Hattiesburg, Mississippi.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown *(via teleconference)*

Nays: 0

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.

Attachments**:** Resolution - settlement Meeks 110524

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to **ADOPT** a **RESOLUTION (#2024-219)** 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 designer; and **AUTHORIZE issuance of a manual check**.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown *(via teleconference)*

Nays: 0

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.

Attachments**:** SB 2468 MOU Tipton Street
COH W-9
SB2468 - Verification Form
SB 2468 ContactForm-Tipton Street Project
Memorandum of Understanding and MS Dept of Finance and Administration - funding for Tipton Street, 300,000.00

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to **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.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown *(via teleconference)*

Nays: 0

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.

Attachments**:** SB 2468 MOU Avenues
Memorandum of Understanding and MS Department of Finance and Administration - Avenues area, 3,500,000.00

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to **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.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown *(via teleconference)*

Nays: 0

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.

Attachments: BRINC MSPA 2024
City of Hattiesburg, MS BRINC Advanced Drone Program

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to **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.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown *(via teleconference)*

Nays: 0

ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado 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 *(via teleconference)*

Nays: 0

1. **2024-609** Acknowledge the 2024 Expenditure Report from the Youth Soccer Association.

Attachments: City Of Hattiesburg PR League Expenditure Reports

2. **2024-606** Acknowledge receipt of the 2024 Expenditure Report from the Optimist Club for the Hattiesburg Dixie Boys Baseball.

Attachments: Financial Report part 1
Financial Report part 2
Optimist Club Financial Report

3. **2024-620** Acknowledge receipt of the two-quote docket.

Attachments: November 6, 2024 Agenda

4. **2024-621** Acknowledge Solid Waste Revenues and Expenditures for the fiscal year ending September 30, 2024, and authorize publication of the same.

Attachments: Solid Waste Rev & Exp FYE 2024

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.

Attachments**:** Sims Road Boat Ramp-Final Plans
Advertisement for Bids
Sims Road Boat Ramp - Final Specs

8. **2024-615** Approve the sale of grave spaces per attached Memo's, Receipts, and Deeds.

Attachments**:** Memo's (11-05-2024)
Receipts (11-05-2024)
Deeds (11-05-2024)

9. **2024-616** Approve claims docket for the period ending October 31, 2024.

Attachments**:** DOCKET 24.10.31
DT 24.10.31

In Memoriam:

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

- *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

Council President George declared the **meeting adjourned at 5:28 p.m., this 5th day of November, 2024**, by unanimous consent, until the 18th 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: **Wiley Quinn, Urban Development Director**

cc:

Date: **Tuesday, November 19, 2024**

Re: **Approve or deny a Conditional Use Request for a gravel outdoor storage area at a property located at 313 E 3rd Street (PPIN 15708, Ward 4, Forrest County), as requested by Michael Myrick, Owner, and Scott Pipkins, Applicant/Contractor. The Planning Commission recommended approval on November 6th, 2024.**
File Number: 2024-482
Minute Book #

Summary

Recommendation Statement
The Planning Commission reccommended approval on November 6th, 2024.

Please place this on the November 19, 2024 City Council meeting for consideration.

November 2024 HPC Item: B
Michael Myrick, Property Owner, and Scott Pipkins, Contractor
Request for: **Conditional Use Approval**

URBAN DEVELOPMENT
PLANNING DIVISION

Planning Commission
Case Fact Sheet

Names of Petitioner: Michael Myrick, Property Owner, and Scott Pipkins, Contractor

Address of Property:	**Tax Parcels**	**PPIN:**	**Ward:**
313 E 3rd Street	2-029J-10-036.00	15708	4

Request: Conditional Use Request for a Gravel Outdoor Storage Area

Purpose of Request: **Conditional Use Request—**Michael Myrick, Owner, and Scott Pipkins, Applicant/Contractor, request conditional use approval for a gravel outdoor storage area at a property located at 313 E 3rd Street (PPIN 15708, Ward 4, Forrest County).

History / Background: The applicant met with staff in a pre-application meeting for a proposed expansion of an existing business (Economy Supply) on an adjacent property. The applicant wants to use 313 E 3rd Street as an additional warehousing and storage area. The proposal included the use of the entirety of the side and rear lot area to be used for an outdoor storage area. The applicant is proposing the use of gravel as the primary surface material for the outdoor storage area. The Land Development Code requires a hard surface material (asphalt, concrete, or other similar alternative as approved by the City Engineer) for outdoor storage areas. A variance request is also being proposed by the applicant to exceed the maximum 50% of a side and rear lot to be used for an outdoor storage area.

Hard surface requirements for outdoor storage areas are in place for a variety of reasons. A hard surface material provides a strong and durable foundation, which can prevent erosion or uneven surfaces from being created. While it adds to the overall amount of impervious surface area for a lot, hard surfaces are better at being used to redirect surface flow water, which can

prevent the pooling of water. They would also serve as an environmental barrier for hazardous wastes and spills, such as from oil, fuel, or chemicals often found in construction zones, where hard surfaces are much easier to clean and maintain over gravel surfaces. There is increased safety and accessibility for a hard surface lot, and typically a more aesthetic appearance when maintained appropriately.

However, large areas of impervious surfaces typically do increase the stormwater runoff rates, which contributes to flash flooding, erosion, and pollution of local water systems. The permeability of gravel lots would reduce stormwater runoff and the need to detain water to ensure the post-development runoff rate does not exceed pre-development rates. Were asphalt to be used, the dark surface would have low albedo levels (reflectivity of light) and hold and absorb energy, contributing to the urban heat island effect and increasing surface temperatures. While asphalt can be used as an environmental barrier against surface pollutants, the material itself and how it is applied can leach contaminants, as it is a byproduct of petroleum.

Conditional use requests allow a community to assess whether a specific use or feature is appropriate for the surrounding area and the overall community. It provides a bit of flexibility in a zoning ordinance, where in some instances a proposed use could be appropriate in a certain area of a zoning district, but not in other areas. As with any conditional use approvals, the planning commission can recommend certain conditions be met with approval, such as exceeding certain landscaping or buffering requirements so that the use is more harmonious with the surrounding area.

Applicant Summary: * See Attached *

Applicable Regulations:

SECTION 4 **Zoning Districts Established**

4.5.12 B-5 Regional Business District: The purpose of the B-5 District is to provide retail, personal and business services,

offices, and financial services in locations with convenient access to the region's population consistent with comprehensive planning policies. This district is consistent with the Regional Business District in the Comprehensive Plan.

SECTION 5 **5.4.16 Construction Offices.**

5.4.16.1 All outdoor storage of non-passenger vehicles and building materials shall be kept at least 100 linear feet from any adjacent lot containing a legal, conforming residential use and shall be located in a side or rear yard only.
5.4.16.2 Outdoor storage shall be screened from major thoroughfares and adjacent properties in accordance with the screening requirements set forth in Section 7.9
5.4.16.3 A maximum open storage space of 50% of the side and rear lot area is allowed for business and industrial equipment and materials.
5.4.16.4 Open storage of items shall not be piled or stacked over 20 feet in height above grade.

SECTION 7 **Design Standards**

7.12.10 Parking and Storage Areas in Non-Residential Zones
7.12.10.3 Outdoor storage shall be screened from major thoroughfares, local streets, and adjacent properties in accordance with the screening requirements set forth in Section 7.9.
7.12.10.4 A maximum outdoor equipment storage space of 50% of the side and rear lot area is allowed for business and industrial equipment and materials if outdoor storage is an accessory to another use on the same lot.

i. Unless otherwise permitted, commercial outdoor storage areas shall be hard surface only.
ii. All outdoor storage associated with automotive and tow yard uses shall be hard surface, regardless of zone.
iii. Dustless gravel maintained to be free of overgrowth may be allowed for only non-public outdoor storage space of heavy equipment and non-hazardous materials by right in A-1, I zones and as a Conditional Use in A-2 and B-5 zones. Any approved gravel storage lot shall be subject to driveway requirements per 7.12.8.3

November 2024 HPC Item: B
Michael Myrick, Property Owner, and Scott Pipkins, Contractor
Request for: **Conditional Use Approval**

Present Zoning: The property is currently zoned B-5 (Regional Business District).

Present Use: Vacant building/lot.

Future Land Use: Downtown District

Surrounding Zoning and Land Use:

North: B-5 Regional Business
South: B-5 Regional Business
East: B-5 Regional Business
West: B-5 Regional Business

The immediate surrounding area is primarily used by the applicant (Economy Supply) as a contractor's office. A mushroom farm (Slowpoke Farm) is directly across the street in a large, warehousing-type facility. The mushroom farm was approved through a conditional use approval by the City Council for the use of horticulture in a B-5 zoning. An active rail line is also near the property, to the northeast of the property across New Orleans Street.

Letters or Concerns stated: The Planning Division Office has received no calls or letters of concern as of finalizing this report.

Option: Recommend **Approval** or **Denial** of the Conditional Use request for a gravel outdoor storage area at a property located at 313 E 3rd Street (PPIN 15708, Ward 4, Forrest County).

Basis for approval:

12.3.3 Conditional Use Approvals

12.3.3.1 Compliance Required. Uses requiring Planning Commission approval, as noted in the Table 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.

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

i. Determination that adequate public facilities and services will be available concurrent with the impacts of the development as evidenced by letters of sufficiency from utilities and schools and a determination by the city engineer that the available capacity of existing streets can safely provide access to the site.

ii. The proposed development will be compatible with surrounding uses and will protect adjacent properties through the following measures:

- Protection of privacy. The proposed plan shall provide reasonable visual and auditory privacy for all dwelling units located within and adjacent to the site. Fences, walls, barriers and / or vegetation shall be arranged to protect and enhance the property and to enhance the privacy of on-site and neighboring occupants.
- Protection of use and enjoyment. The proposed plan shall be designed and arranged to have minimal negative impact on the use and enjoyment of adjoining property.
- Compatible design and integration. The use meets all design criteria required by this Code that apply and is designed to integrate well both on and off site.

SUBJECT PARCEL

313 E 3rd Street— Conditional Use Request

Michael Myrick, Owner, and Scott Pipkins, Applicant/Contractor, request conditional use approval for a gravel outdoor storage area at a property located at 313 E 3rd Street (PPIN 15708, Ward 4, Forrest County).



HPC Item: B



Zoning Districts

313 E 3rd	R-3	B-4
R-1A	B-1	B-5
R-1C	B-2	
R-2	B-3	

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: 9/18/2024 9:18 AM

Conditional Use Approval & Variance Request
313 E 3rd Street
Ward 4, Forrest County
PPIN 15708, Flood Zone SX 500

0 500 Feet

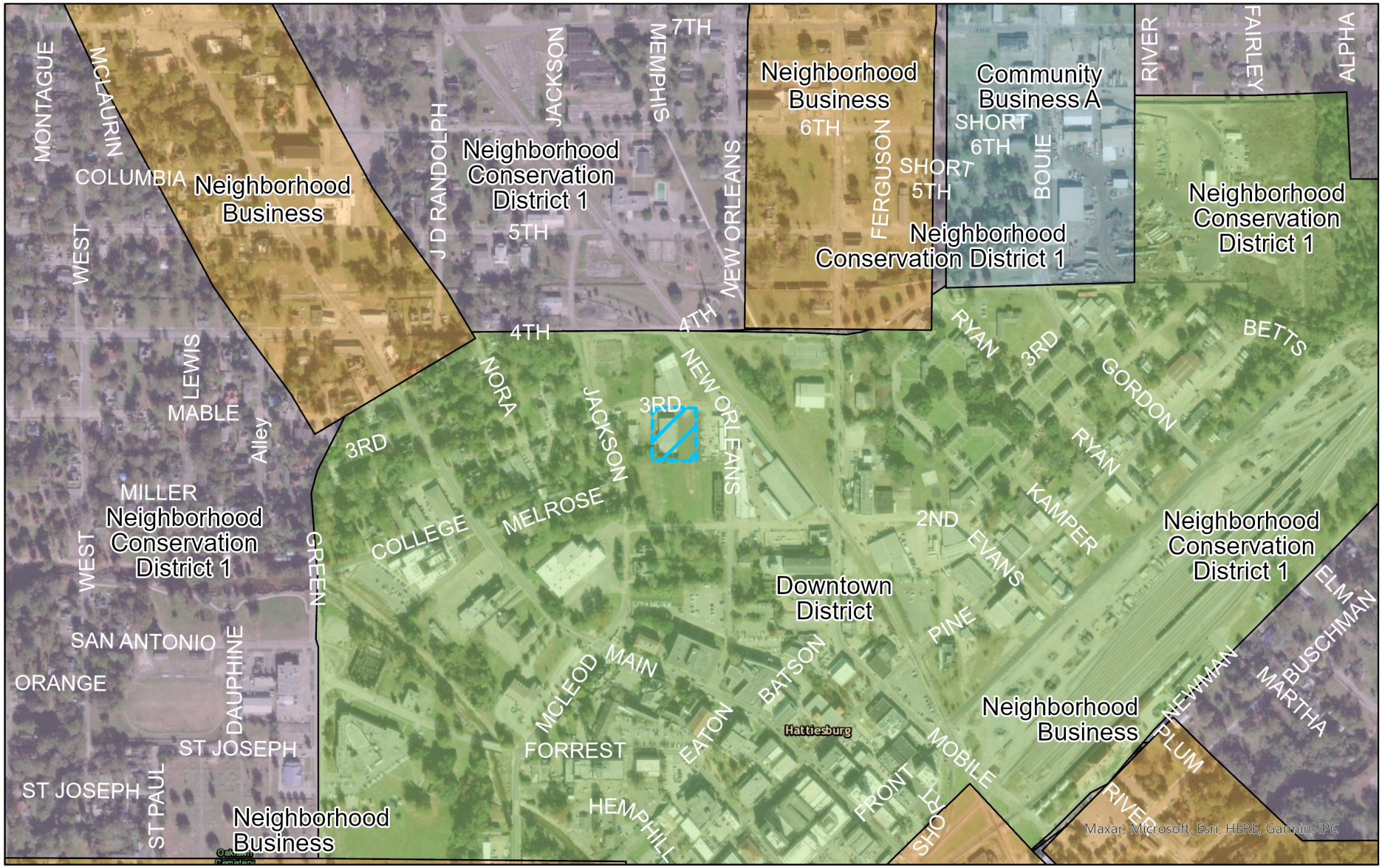
N

CITY OF HATTIESBURG MISSISSIPPI

URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°17'32"W 31°19'51"N

HPC Item: B



Future Land Use Map

- 313 E 3rd
- Community Business A
- Downtown District
- Neighborhood Business
- Neighborhood Conservation District 1

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: 9/18/2024 9:20 AM

Conditional Use Approval & Variance Request
313 E 3rd Street
Ward 4, Forrest County
PPIN 15708, Flood Zone SX 500

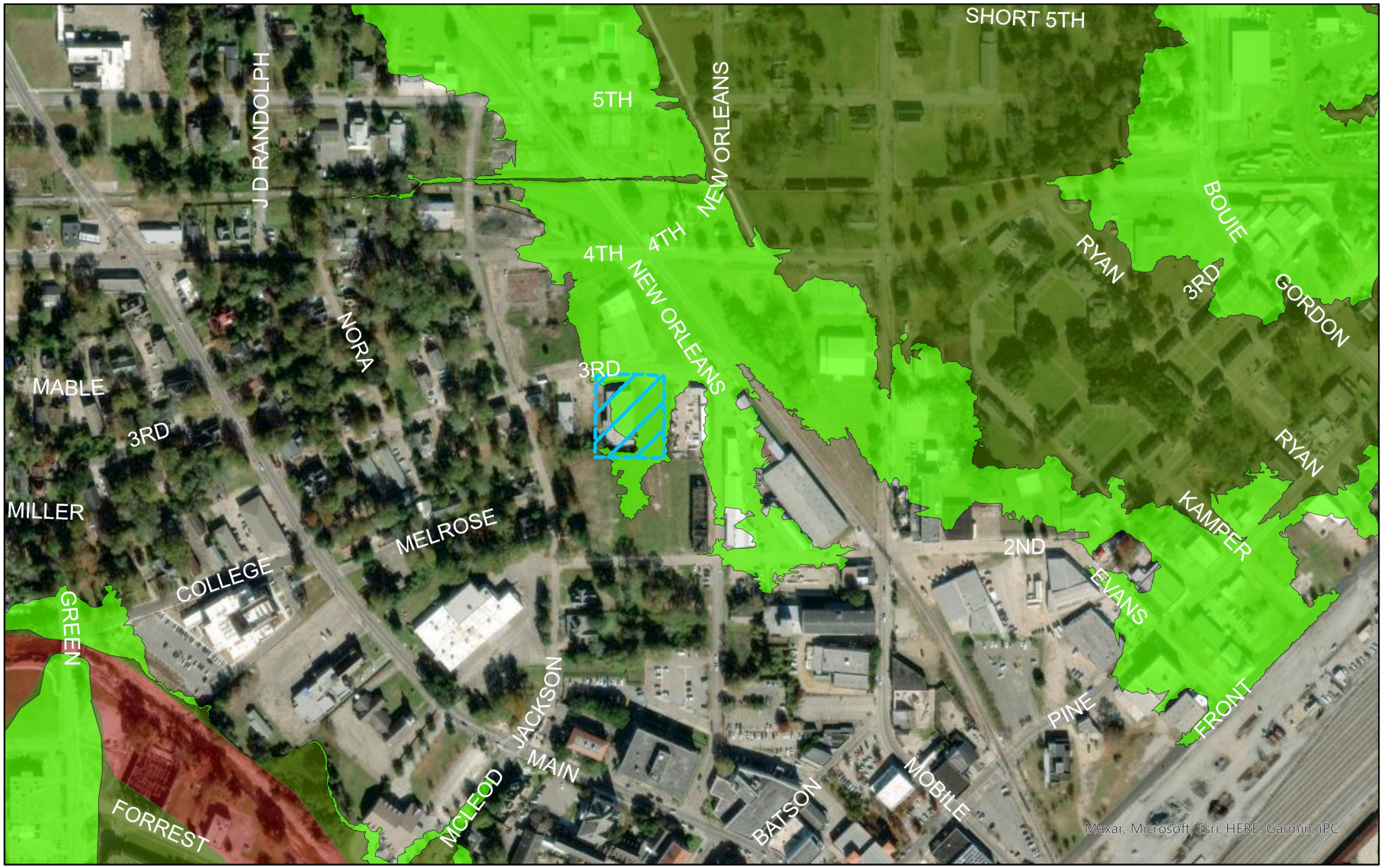
0 0.25 Miles

N

URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°17'31"W 31°19'51"N

HPC Item: B



Flood Zones

- FLOODWAY AREA IN ZONE AE
- ZONE A (100 yr flood - no elevation)
- ZONE AE (100 yr flood w / elevation)
- ZONE SX (500 yr flood)
- 313 E 3rd

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: 9/18/2024 9:22 AM

Conditional Use Approval & Variance Request
313 E 3rd Street
Ward 4, Forrest County
PPIN 15708, Flood Zone SX 500

0 800 US Feet

N

URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°17'30"W 31°19'51"N

Site Aerial


E 3rd St
E 2nd St
New Orleans St
Mobile St
Jackson St
Melrose St
E 2nd St
Nearmap

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: Scott Pipkin | Hub City Construction, Inc.
Project Name: Economy Grading Job
Proposed Use(s): Layout Yard
Project Street Address: 313 E. 3rd St
PPIN Number(s) (if unknown, can be found on tax receipt): 015708

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

Application for (check all appropriate types):

- ☑ Variance (see below)
- ☐ Subdividing of Lot, Parcel, or Tract (see p. 12)
- ☐ Street or Alley Renaming (see pp. 13-14)
- ☐ Vacating Street or Alley (see pp. 13-14)
- ☑ Conditional Use (see below)
- ☐ Re-Zoning (see below)
- ☐ Overlay District
- ☐ 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: fence height & no sidewalk

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

- ☐ Automotive Filling Station
- ☐ Digital Billboard, New
- ☐ Restaurant
- ☐ Telecommunications
- ☐ Digital Billboard, Replacement
- ☐ Solar Farm
- ☑ Other: Material Storage yard

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 Districts(s): _____
Project No.: _____

Code Sections:

LDC Section No. _____
Section No. _____
Section No. _____
Section No. _____
Section No. _____

RECIVED DATE & INITIALS:
RECEIVED
AUG 27 2024
BY: DD

PROJECT REPRESENTATIVE INFORMATION:

Primary:

Name: Scott Piplins, General Contractor

☑Applicant ☐Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: 601-297-7736 Fax: _____ Email: hubcityconstruction1@gmail.com

Mailing Address: 607 Corinne St. Ste C-6

Hattiesburg, MS 39401

Secondary:

Name: Michael Myrick | Economy Supply

☐Applicant ☑Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: 601-606-3549 Fax: _____ Email: _____

Mailing Address: 200 E. 2nd St Hattiesburg, MS 39401

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

313 E. 3rd St | Hattiesburg | MS | 39401,
Street Address | **City** | **State**

on this the 26 day of August, 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.

Scott Pipkins

on this the 26 day of August, 2024.

Michael Myrick
Property Owner (print)

Michael L. Myrick
Property Owner (signature)

STATE OF Mississippi

COUNTY OF Forrest

Personally came and appeared before me, the within named

Michael Myrick,

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 26th day of August, 2024.

Apryle Harvey
NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 335634 APRYLE R. HARVEY Commission Expires Aug. 28, 2026 FORREST COUNTY

My Commission Expires:
Aug 28, 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 313 E. 3rd St Hattiesburg MS,
Street Address **City** **State**

on this the 26 day of August, 2024

Scott Pipkins
Applicant (print)

Scott Pipkins
Applicant (signature)

STATE OF Mississippi

COUNTY OF FORREST

Personally came and appeared before me, the within named Scott Pipkins,

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 26th day of August, 2024.

Apryle Harvey
NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 335634 APRYLE R. HARVEY Commission Expires Aug. 28, 2026 FORREST COUNTY

My Commission Expires:
Aug 28, 2026.

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 $ 375.00.

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.

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

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.

Approval of this will allow the growth of the business by allowing owners equipment to move materials on and off the property.

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.

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:

No

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

No

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:

Yes, owner uses adjoining properties in the same manner since 1942.

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:

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)



PARCEL INFO:

A	PPIN	15708
	PARCEL ID	2-029J-10-036.00
	ZONING	BUSINESS (B-5)
	OWNER	THE 4M GROUP, LLC
B	PPIN	15705
	PARCEL ID	2-029J-10-037.00
	ZONING	BUSINESS (B-5)
	OWNER	THE 4M GROUP, LLC
C	PPIN	15706
	PARCEL ID	2-029J-10-040.00
	ZONING	BUSINESS (B-5)
	OWNER	THE 4M GROUP, LLC
D	PPIN	15707
	PARCEL ID	2-029J-10-039.00
	ZONING	BUSINESS (B-5)
	OWNER	THE 4M GROUP, LLC

KEYED WORK NOTES:

1. PROTECT EXISTING DRAINAGE BASINS USING HAY WATTLES
2. PAVE ENTRY WAY BASE USING 4.5" OF 19MM HOT BITUMINOUS MIX AND SURFACE USING 1.5" OF 9.5MM HOT BITUMINOUS MIX
3. STRIP 8" OF TOP SOIL; IMPORT AND PLACE 8" OF #610 CRUSHED LIMESTONE
4. INSTALL BLACK 6FT PERIMETER FENCE WITH SECURITY WIRE TOP
5. INSTALL BLACK 6FT ACCESS GATE WITH SECURITY WIRE TOP

1 PROPOSED SITE PLAN

SCALE: 1/16" = 1'-0"


NORTH ELEVATION


EAST ELEVATION


SOUTH ELEVATION


WEST ELEVATION

verb architecture

127 Buschman St, Ste 30
Hattiesburg, MS 39402

RION SNOWDEN, Architect
rion@verbarchitecture.com
601 329 9867

ETHAN HARTFIELD
ethan@verbarchitecture.com
601 270 8863

PROJECT:
OUTDOOR FENCED STORAGE AREA
313 E 3RD STREET | HATTIESBURG, MS 39401

NOTES:
All plumbing, mechanical, and electrical work shown is for planning and coordination purposes only. Contractor is to ensure that all work complies with all applicable codes, standards, and local ordinances.

DATE: 08/23/2024
PROJECT NO: -
REVISION

PROPOSED SITE PLAN

SCALE: 1/16" = 1'-0"
DRAWN BY: EH
CHECKED BY:

A1

MINUTES OF THE

REGULAR MEETING OF THE

HATTIESBURG PLANNING COMMISSION

November 6th, 2024

Board Members Roll Call:

Members Present:

1. Richard Conville
2. Charles Dawe
    a. Arrived late (1:05). Missed agenda review and October Minute review. Present for remaining agenda.
3. Michael Dickerson
4. Amy Hinton, Chair
5. Elayne Lockett
    a. Arrived late (1:09). Missed agenda review and October Minute review. Present for remaining agenda.
6. Rhoda Pickett, Vice Chair
7. Rebekah Ray, Secretary
8. Lee Anne Venable

Members Not Present:

1. Vacant Seat
2. **Michael Pruitt**
3. Carlos Wilson

Staff Present:

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

Chair Hinton declared the Hattiesburg Planning Commission meeting open and in session at 1:00 p.m.

AGENDA REVIEW

Motion:

Made by Commissioner Rhoda Pickett to approve the agenda with amendment to the address on item A from 303 to 313.

Second:

Made by Commissioner Lee Anne Venable

Vote:

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

The motion to approve the agenda passed 6-0.

MINUTES REVIEW

Motion:

Made by Commissioner Rebekah Ray to approve the October minutes with correction to Commissioner Pickett's votes on first two items.

Second:

Made by Commissioner Lee Anne Venable

Vote:

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

Motion to approve the October Minutes with edits, passes with 6-0 vote.

BUILDING REPORT

Kevin Bates, Building Official, provided the Building Permit Report for October 2024.

PLANNING REPORT

The Planning Division staff gave a report.

CHAIR'S REPORT

The Chair updated commission on Short Term Rental subcommittee meeting.

INTRODUCTIONS

Commissioners and staff introduced themselves.

PUBLIC HEARING – Planning Commission

Item A: A petition has been filed by the City of Hattiesburg, with the Mayor and Council of the City of Hattiesburg, Mississippi, to adopt an amendment to the "Comprehensive Plan 2008-2028" and to amend the Land Development Code No. 3209, as amended, and to amend the text of the Hattiesburg Form-Based Code, Ordinance No. 3105 as amended, of the City of Hattiesburg, Mississippi. This public hearing will review, amend, and propose regulations the Broadway and West Pine Corridor to be known as the "Right Down Broadway Master Plan."

Discussion and Vote:

The Planning Staff introduced the case. Andrew Knuppel of Asakura Robinson spoke on behalf of their case answered questions from the commissioners.

- Discussion/Questions
    - Is there a 16th section solution? Do we know how much revenue is being brought into the school district from 16th section land leases. (Conville)

Presented by:

1. Andrew Knuppel

Proponents:

1. Douglas Chambers
    a. In favor, recounted living in Charlottesville and seeing some of the earlier mentioned projects in VA.
        i. Worries about mitigation of traffic spill over. Adeline and Corrine.
            1. 8th and Adeline roundabout mention.
        ii. Issue of community policing— HPD out of cars and onto the streets. Mention of success at Halloween.

2. Ginger Lowrey
    a. In favor of mixed use and increase in housing supply.
    b. Looking forward to mobility and landscaping design—special mention of flood plain management.
    c. Looking for a larger document that looks at 16th section land.

Opponents:

1. None

Motion:

Made by Commissioner Charles Dawe to table the item to December's Meeting.

Second:

Made by Commissioner Rebekah Ray

Vote:

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

Motion to table the item to next meeting (December) for the request passes 8-0.

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~~~

Richard Conville	X		
Charles Dawe	X		
Michael Dickerson	X		
Amy Hinton	X		
Elayne Lockett	X		
Rhoda Pickett	X		
Michael Pruitt			ABSENT
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson			ABSENT

Motion to remove the request from the table passes 8-0.

Discussion and Vote:
Staff introduced the case. Scott Pipkins presented on behalf of the application.

Presented by:
- Scott Pipkins

Proponents:
- None

Opponents:
- None

Motion:
Commissioner Charles Dawe motioned to recommend approval for the request.

Second:
Made by Commissioner Lee Anne Venable

Vote:

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

Motion to recommend approval for the request passes 8-0.

OTHER BUSINESS:

- Planning Report:
    - Staff reported on City Council's actions from Planning Commission Items from October, Short Term Ordinance draft and direction from City Council, and upcoming Sidewalk Bank Ordinance Draft.
- Elections for HPC officers for 2025. Nominating Committee to be formed in December.
    - Motion by Charles Dawe to form the committee consisting of Dawe, Conville, and Dickerson.
        - Seconded by Lockett
        - Passes 8-0.
        - Planning will email the bylaws prior to December's meeting.

Adjournment:
The meeting was adjourned at 2:10 p.m.

Motion:
Made by Commissioner Charles Dawe

Second:
Made by Commissioner Lee Anne Venable

Vote:

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

Motion to adjourn the meeting passes 8-0.

_____

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 19, 2024**

Re: **Approve or deny a Variance Request from the requirement of one large, shade or canopy tree per parking island (LDC 7.10.10.2) to allow for 0 in four separate landscape islands and from the requirement of one tree per 60 feet of lineal frontage (LDC 7.10.11.1) to allow for 0 at a property located at 4607 Hardy Street (PPIN 21451, Ward 3, Lamar County), as requested by , made by Merchants & Marine Bank, Property Owner, Thomas H Eaves, Representative/Architect, and Rion Snowdon, Architect. The Board of Adjustment offered no recommendation.**
File Number: 2024-537
Minute Book #

Summary

Recommendation Statement
The Board of Adjustment offered no recommendation.

Please place this on the November 19, 2024 City Council meeting for consideration.

November 2024 BOA Item: A
Landscaping Variance Request
Merchants & Marine Bank, Property Owner, Thomas H Eaves, Representative/Architect, and Rion Snowdon, Architect

URBAN DEVELOPMENT
PLANNING DIVISION

Board of Adjustment
Case Fact Sheet

Names of Petitioner: Merchants & Marine Bank, Property Owner, Thomas H Eaves, Representative/Architect, and Rion Snowdon, Architect

Address of Property:	**Tax Parcels**	**PPIN:**	**Ward:**
4607 Hardy Street	051Q-12-001.000	21451	3

Request: Variance Request for the maximum outdoor equipment storage area.

Purpose of Request: Merchants & Marine Bank, Property Owner, Thomas H Eaves, Representative/Architect, and Rion Snowdon, Architect, request a variance from the requirement of one large, shade or canopy tree per parking island (LDC 7.10.10.2) to allow for 0, and request a variance from the requirement of one tree per 60 feet of lineal frontage (LDC 7.10.11.1) to allow for 0 at a property located at 4607 Hardy Street (PPIN 21451, Ward 4, Lamar County).

History / Background: The property was rezoned in December of 2021 from I-1 to B-5. A variance was granted in December of 2021 to allow for a minimum setback of 10ft along Coco Cola Avenue. Merchants and Marine Bank completed their construction in 2023.

Staff recently completed a post-construction inspection for a Certificate of Occupancy (CO) and found that the trees along the front of the property, which were in their approved site plan, had not been planted along the frontage. It was also found that small trees were planted in the landscape islands rather than the large trees that were on their approved site plan. A CO is a document issued by the Building Division, certifying the building's compliance with applicable building codes, zoning regulations, and other relevant laws. It is

required before a building can be occupied safely for its intended use.

The building has been issued a temporary certificate of occupancy (TCO), which can be issued in scenarios like this, where all safety requirements have been met for the intended use of the property, but certain aesthetic or design aspects are still pending completion. The issuance of a TCO is at the discretion of the building official and fire marshal. The final CO can be issued once the property has received relief from the code through a variance, or by placing the trees approved by the site and design review committee.

Applicant Summary: Please reference the public hearing application for the applicant summary.

Applicable Regulations:

SECTION 4 **Zoning Districts Established**

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

SECTION 7 **Design Standards**

7.10 Landscaping

7.10.10.2 Parking lot islands shall contain a minimum of one large, shade or canopy tree per island. Parking islands directly abutting buildings shall substitute shrub plantings

7.10.11.1 A green strip 10 feet in width shall be planted with at least one large, deciduous tree per 60 feet of lineal frontage.

Present Zoning: The property is currently zoned B-5 (Regional Business District).

November 2024 BOA Item: A
Landscaping Variance Request
Merchants & Marine Bank, Property Owner, Thomas H Eaves, Representative/Architect, and Rion Snowdon, Architect

Present Use: Merchants & Marine Bank

Future Land Use: Regional Business Corridor

Surrounding Zoning and Land Use:
North: I-1 Light Industrial
South: B-5 Regional Business
East: I-1 Light Industrial
West: I-1 Light Industrial

Letters or Concerns stated: The Planning Division Office has received no calls or letters of concern as of finalizing this report.

Option:

Recommend **approval or denial** of the variance from the requirement of one large, shade or canopy tree per parking island (LDC 7.10.10.2) to allow for 0 at a property located at 4607 Hardy Street (PPIN 21451, Ward 4, Lamar County).

Recommend **approval or denial** of the variance from the requirement of one tree per 60 feet of lineal frontage (LDC 7.10.11.1) to allow for 0 at a property located at 4607 Hardy Street (PPIN 21451, Ward 4, 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 a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code.

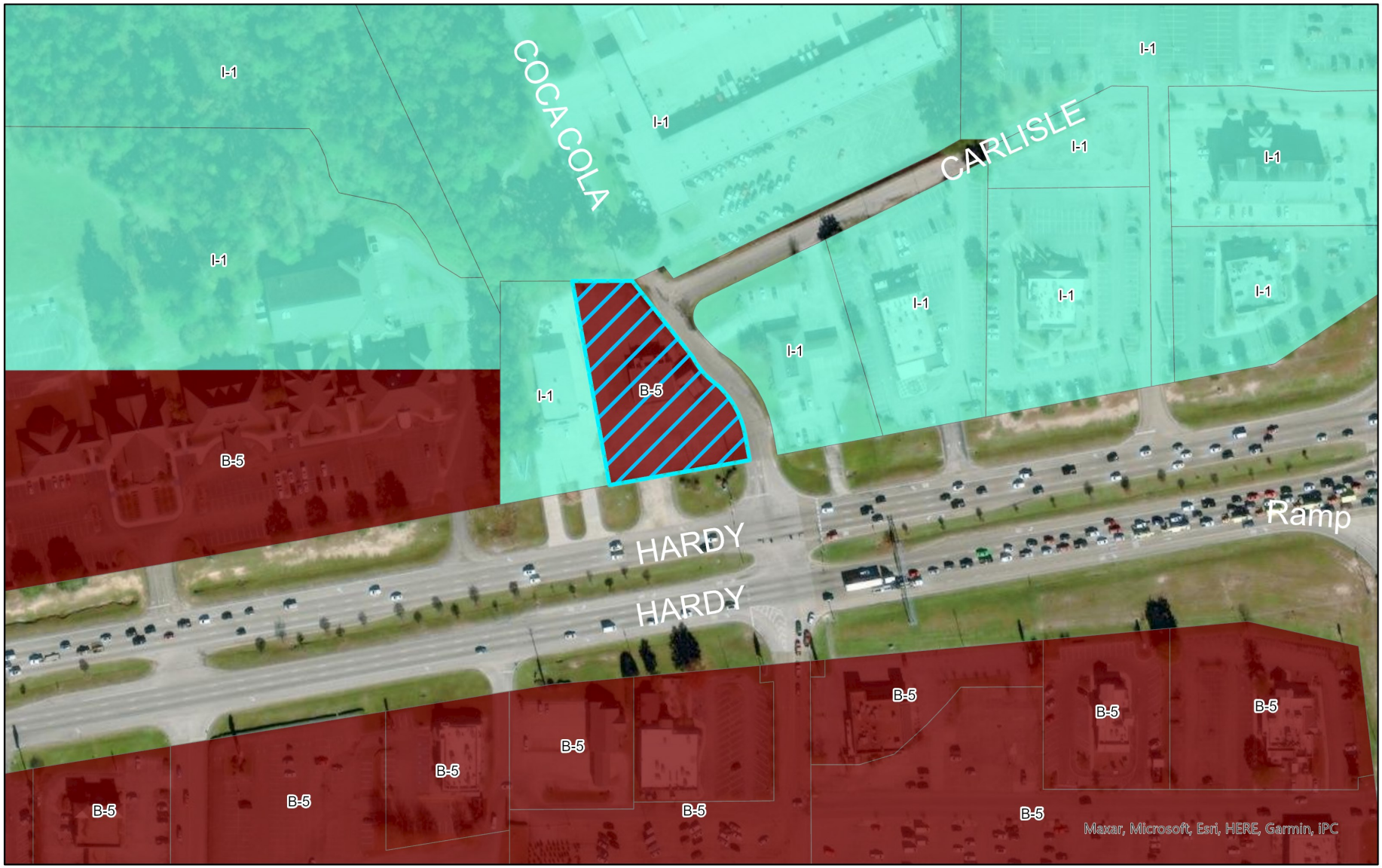
SUBJECT PARCEL

4607 Hardy Street — Landscaping Variance Requests

Merchants & Marine Bank, Property Owner, Thomas H Eaves, Representative/Architect, and Rion Snowdon, Architect, request a variance from the requirement of one large, shade or canopy tree per parking island (LDC 7.10.10.2) to allow for 0 in four separate landscape islands, and request a variance from the requirement of one tree per 60 feet of lineal frontage (LDC 7.10.11.1) to allow for 0 at a property located at 4607 Hardy Street (PPIN 21451, Ward 4, Lamar County).



BOA Item: A



Zoning Map

B-5

I-1

Subject Property

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: 10/15/2024 1:11 PM

Landscaping Variances
4607 Hardy Street
PPIN: 21451
Flood Zone: X
Ward 3, Lamar County

0 500 Feet

N

URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°21'35"W 31°19'28"N

BOA Item: A



Future Land Use Map
- Subject Property
- Medical District
- Neighborhood Center Mixed-Use District
- Neighborhood Conservation District 2
- Regional Business A
- Regional Business B

Landscaping Variances
4607 Hardy Street
PPIN: 21451
Flood Zone: X
Ward 3, Lamar County

0 0.25 Miles

N

URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°21'33"W 31°19'29"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: 10/15/2024 1:20 PM

Site Aerial


Hardy St
Hardy St
Hardy St
Coca Cola St
Coca Cola St
4649
4607
4599
4591
4600

Property 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: Merchants & Marine Bank
Project Name: Merchants & Marine Bank
Proposed Use(s): Bank
Project Street Address: 4607 Hardy Street, Hattiesburg, Mississippi
PPIN Number(s) (if unknown, can be found on tax receipt): 21451

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: Landscape Code 7.10.11.2- Islands, 7.10.11.1- Perimeter

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 Districts(s): _____
Project No.: _____

Code Sections:

LDC Section No. _____
Section No. _____
Section No. _____
Section No. _____
Section No. _____

RECIVED DATE & INITIALS:

RECEIVED
SEP 17 2024
BY: .....

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.

There are several hardships unique to this property with regards to Landscaping:

1. Code requires 4 Large Trees in the front (along Hwy 98), the largest amount of Planting area in the front of the project is R.O.W., the small area available on the property along Hwy 98 is directly under power lines.

2. The Islands have large light poles on them and large Trees would block out most of the light, so we used Sm. Trees in the Islands.

3. The West Side of the Property is limited by a small retaining wall for drainage, to make up for lack of landscape, on the East and North side we added (5) Lg. Trees, (3) Med. Trees and (5) Small Trees.

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

We were required to plant 9 Large Trees, we provided:

* (6) Large Trees
* (3) Med Trees
* (9) Small Trees

Total 18 Trees

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.

A Large sign approved by the City is in the Southeast corner of the Property. This restricted use of Trees in this area (along 98 Perimeter).

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

The Sign and Paver lines will not allow for planting of Trees on 98 Perimeter.

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 have met Minimum requirements, just not in areas that were obstructed by Utilities.

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.

We are bound by Property Limitations, Safety Issues and Utility Obstructions but know this: We did everything possible to make this property beautiful and useful to the Customers and Staff.

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.

Plant Specifications

GENERAL

The contractor is to notify the Landscape Architect prior to any demolition, grading, or activity on the site of any kind. A pre-construction conference is required for verification of work to be done and communication of any special conditions. Failure to adhere to these requirements may cause dismissal of the contractor from the project with no guarantee of compensation for work completed to date.

The contractor shall give all necessary notices and obtain any permits.

The contractor is responsible for protecting all right-of-way markers, bench marks, and prope permanent survey points disturbed, damaged, or moved as a result of the contractor's activit accurately replaced by the contractor at no additional cost to the owner.

The contractor is to verify the existence or nonexistence of all utilities prior to construction.

Quantity estimates have been made carefully, but the Landscape Architect assumes no liabilit errors. His estimates are only an aid to clarify units and a check for the contractor to compa estimates. Differences will be brought to the attention of the Landscape Architect. No extra shall be allowed for extra quantities necessary to complete the work. In the event of any dis errors in the drawings or if problems are encountered during construction, the contractor sha notify the Landscape Architect before proceeding with the work.

Base survey information provided by the architect.

STAKING / LAYOUT OF PROPOSED FEATURES:

The staking of the plan on the site is the responsibility of the contractor. At the completion o Landscape Architect shall be notified to inspect the layout of the planting. The staking is sub degrees of adaptation on the site which can only be made by the Landscape Architect. The v aesthetic decision and the amount of adjustment is most often determined by the existing ve variation of terrain, soil conditions, and intangible features of the site which are impractical t absolute accuracy. Approval must be received from the Landscape Architect before proceedi

PROTECTION OF EXISTING NATURAL FEATURES:

The contractor shall be responsible for preventing damage to existing natural features.

LANDSCAPE SPECIFICATIONS:

TOP SOIL: General Contractor will grade site to a rough finished grade 4" below final grade i the grading plan provided by the Civil Engineer. It is the responsibility of the Landscape Con quality topsoil and to finish grade the remaining 4" of the site.

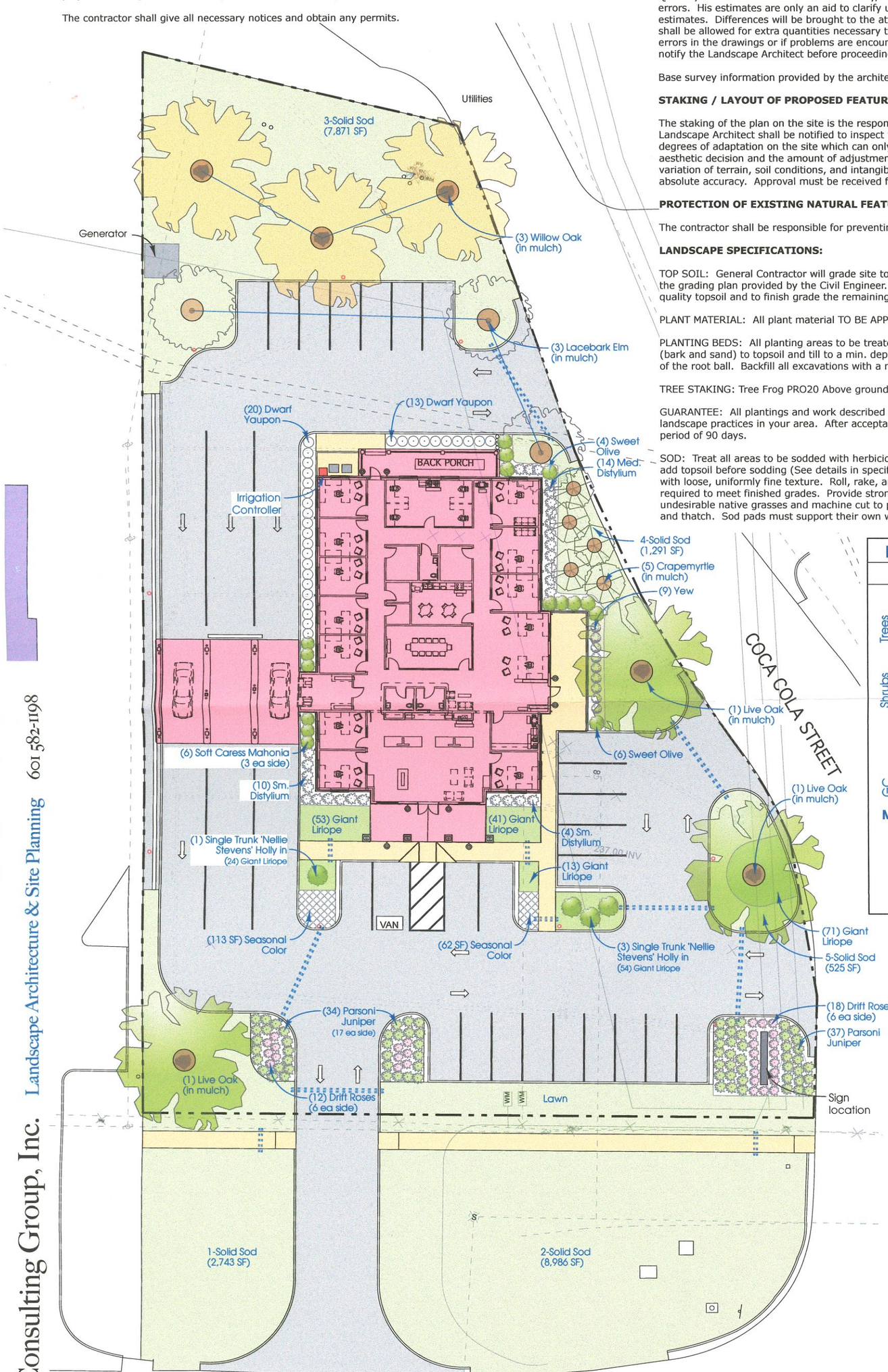
PLANT MATERIAL: All plant material TO BE APPROVED by the Landscape Architect prior to in

PLANTING BEDS: All planting areas to be treated with herbicide to kill grass and weeds. Ad (bark and sand) to topsoil and till to a min. depth of 6". Plant all trees in prepared tree pits of the root ball. Backfill all excavations with a mixture of planting mix (grit) and excavated s

TREE STAKING: Tree Frog PRO20 Above ground anchoring kit or equal.

GUARANTEE: All plantings and work described and shown on plans to be done according to landscape practices in your area. After acceptance by Landscape Architect all plantings will b period of 90 days.

SOD: Treat all areas to be sodded with herbicide to kill all existing grass and weeds. Till exi add topsoil before sodding (See details in specifications) Fine grade lawn areas to be smooth with loose, uniformly fine texture. Roll, rake, and drag lawn areas to remove ridges and fill required to meet finished grades. Provide strongly rooted sod, not less than 2 years old, fre undesirable native grasses and machine cut to pad thickness of 3/4" plus or minus 1/4", excl and thatch. Sod pads must support their own weight when held vertically.

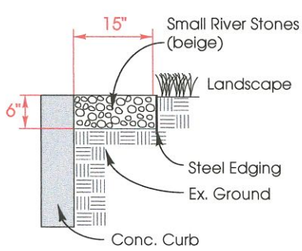


Plant Legend

	No.	Name	Size
Trees	3	Live Oak	30 gal
	3	Willow Oak	30 gal
	3	Lacebark Elm	30 gal
	4	'Nellie Stevens' Holly	30 gal
	5	Crapemyrtle	30 gal
Shrubs	10	Sweet Olive	5 gal
	14	Sm. Dystylium	3 gal
	14	Med. Distylium	3 gal
	71	Parson's Juniper	3 gal
	30	Drift Roses	3 gal
	6	'Soft Caress' Mahonia	3 gal
	9	Yew	3 gal
	33	Dwarf Yaupon	3 gal
GC	256	Giant Liriope	1 gal

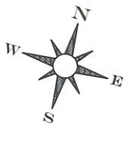
Misc.

Planting Beds	2,993 SF
Tree Mulch	362 SF
Centepede Solid Sod	2,380 SY
Curb Stone	58.7 CF
Curb Edging	94 LF
Seasonal Color	175 SF



CURB STONE DETAIL

NTS



Planting Plan

Scale: 1" = 20'

MERCHANT & MARINE

4607 HARDY STREET | HATTIESBURG, M

Landarc Consulting Group, Inc. Landscape Architecture & Site Planning 601 582-1198

June, 2023

DEED
Bk:29G Pg:497-501
RCD: 07/27/2021 @ 1:20:25:PM
LAMAR COUNTY, MS
JAMES AULTMAN CHANCERY CLERK

PREPARED BY
Benjamin A. Snow, Esq.
MSB 102972
The Law Office of Benjamin A. Snow, PLLC
14 Bellegrass Boulevard
Hattiesburg, MS 39402
Email: ben@bensnowlaw.com
Phone: (601) 909-0253

RETURN TO:
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The Law Office of Benjamin A. Snow, PLLC
14 Bellegrass Boulevard
Hattiesburg, MS 39402
Email: ben@bensnowlaw.com
Phone: (601) 909-0253

Indexing Instructions: A part of the SE 1/4 of the NW 1/4 and a part of the NE 1/4 of the SW 1/4, all in Section 12, Township 4 North, Range 14 West, in the City of Hattiesburg, County of Lamar, State of Mississippi

WARRANTY DEED

STATE OF MISSISSIPPI
COUNTY OF LAMAR

GRANTOR:
Scrubs-N-More, Inc.
A Mississippi corporation
4600 Hardy Street, Suite 20
Hattiesburg, MS 39402
(601) 606-5914

GRANTEE:
Merchants & Marine Bank
140 Mayfair Road, Suite 100
Hattiesburg, MS 39402
(601) 336-1221

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, **Scrubs-N-More, Inc., a Mississippi Corporation,** does hereby sell, convey and warrant unto **Merchants & Marine Bank Inc., a Mississippi Corporation,** a certain lot or parcel of land lying and being situated in the County of Lamar, State of Mississippi, more particularly described as follows, to-wit:

A part of the SE 1/4 of the NW 1/4 and a part of the NE 1/4 of the SW 1/4, all in Section 12, Township 4 North, Range 14 West, in the City of Hattiesburg, County of Lamar, State of Mississippi, being more particularly described as: commencing at the SW corner of said SE 1/4 of NW 1/4, thence run North 00 degrees 01 minutes 45 seconds East along the West line of said SE 1/4 of the NW 1/4 for 60.13 feet; thence run South 89 degrees 03 minutes 03 seconds East for 100.0 feet to the Point of Beginning; thence continue South 89 degrees 03 minutes 03 seconds East for 95.60 feet to the Western edge of an access easement; thence run South 31 degrees 07 minutes 50 seconds East along said Western edge for 47.73 feet; thence continue along said Western edge and South 30 degrees 05 minutes 07 seconds East for 53.84 feet; thence continue along said Western edge and South 35 degrees 33 minutes 40 seconds East for 46.18 feet; thence continue along said Western edge and along an arc to the left for 47.28 feet, said are having a radius of 146.87 feet, and a chord bearing of South 43 degrees 20 minutes 30 seconds East and a distance of 47.08 feet, thence continue along said Western edge and along an arc to the right of 33.66 feet; said arc having a radius of 126.0 feet, and a chord bearing of South 41 degrees 01 minutes 26 seconds East and a distance of 33.56 feet; thence continue along said Western edge and South 21 degrees 53 minutes 41 seconds East for 50.14 feet; thence continue along said Western edge and South 10 degrees 25 minutes 03 seconds East for 37.87 feet to the Northerly right of way (ROW) line of U.S. Highway 98; thence run South 79 degrees 34 minutes 57 seconds West along said ROW for 200.0 feet; thence run North 10 degrees 36 minutes 05 seconds West for 311.38 feet to the Point of Beginning, containing 1.056 acres, more or less.

LESS AND EXCEPT all of the oil, gas and other minerals in, on and under the above described property, together with all rights relating thereto, that have heretofore been excepted, reserved and/or conveyed by prior owners.

Together with the following described perpetual, non-exclusive easement for ingress and egress on, over and across that certain real property described below, hereinafter referred to as the "Servient Parcel" lying and being situated in the City of Hattiesburg, Lamar County, Mississippi, to-wit:

A part of the SE ¼ of the NW 1/4 and a part of the NE 1/4 of the SW 1/4, all in Section 12, Township 4 North, Range 14 West in the City of Hattiesburg, County of Lamar, State of Mississippi, being more particularly described as: Commencing at the SW corner of said SE 1/4 of NW 1/4; thence run North 00 degrees 01 minutes 45 seconds East along the West line of said SE 1/4 of NW 1/4 for 60.13 feet; thence run South

89 degrees 03 minutes 03 seconds East for 195.60 feet to the Point of Beginning and the intersection of the Westerly line and the Northerly line of an access easement, thence run North 64 degrees 40 minutes 04 seconds East along the Northerly line of an access easement for 50.0 feet; thence run South 37 degrees 35 minutes 32 seconds East along the Northerly line for 42.20 feet, thence continue along said Northerly line and North 64 degrees 18 minutes 32 seconds East for 475.91 feet to a Westerly line of the now laid out Super K- Mart property; thence run South 00 degrees 17 minutes 16 seconds East along said Westerly line for 33.21 feet to a Southerly line of said access easement; thence run South 64 degrees 18 minutes 32 seconds West along said Southerly line for 450.75 feet to an Easterly line of said access easement; thence run Southerly along said Easterly line and along an arc to the left for 53.14 feet, said arc having a radius of 30.0 feet, and a chord of South 13 degrees 33 minutes 53 seconds West, and a distance of 46.46 feet; thence continue Southerly along said Easterly line and along an arc to the left for 45.54 feet, said are having a radius of 196.95 feet, and a chord of South 43 degrees 48 minutes 15 seconds East, a distance of 45.44 feet; thence continue Southerly along said Easterly line and along an arc to the right for 139.35 feet, said are having a radius of 166.0 feet, and a chord of South 34 degrees 28 minutes 00 seconds East, and a distance of 135.30 feet; thence continue along said Easterly line and South 10 degrees 25 minutes 03 seconds East for 37.87 feet to the Northerly Right-of-Way (ROW) line of US. Highway 98; thence run South 79 degrees 34 minutes 57 seconds West along said ROW line for 40.0 feet to the Westerly line of said access easement, thence run North 10 degrees 25 minutes 03 seconds West along said Westerly line for 37.87 feet; thence continue along said Westerly line and North 21 degrees 53 minutes 41 seconds West for 50.14 feet; thence continue along said Westerly line and Northerly along an arc to the left for 33.66 feet, said arc having a radius of 126.0 feet, and a chord of North 41 degrees 01 minutes 26 seconds West and a distance of 33.56 feet; thence continue along said Westerly line and Northerly along an arc to the right for 47.28 feet, said arc having a radius of 146.87 feet, and a chord of North 43 degrees 20 minutes 30 seconds West and a distance of 47.08 feet; thence continue along said Westerly line and North 35 degrees 33 minutes 40 seconds West for 46.18 feet; thence continue along said Westerly line and North 30 degrees 05 minutes 07 seconds West for 53.84 feet; thence continue along said Westerly line and North 31 degrees 07 minutes 50 seconds West for 47.73 feet to the Point of Beginning.

IT IS AGREED AND UNDERSTOOD that the taxes for the current year have been prorated as of this datebased on an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect, then the grantor agrees to pay to said grantee or their assigns any deficit on actual proration and likewise, the grantee agree to pay to grantor any amount overpaid by her.

THIS conveyance is subject to any and all protective covenants, building restrictions, rights of way, easements, mineral reservations, unrecorded servitudes and conveyances applicable to the above described property.

THIS conveyance is made subject to any outstanding oil, gas or mineral leases and/or royalty transfers or prior reservations.

Signature page to follow.

WITNESS MY SIGNATURE, on this 27th day of July, 2021.

GRANTOR:

Scrubs-N-More, Inc.
a Mississippi Corporation

By: Celia Barrett
Celia Barrett, President

STATE OF MISSISSIPPI
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this 27th day of July, 2021, within my jurisdiction, the within named **Celia Barrett**, who acknowledged that she was President Scrubs-N-More, Inc., a Mississippi corporation and that she executed the above and foregoing instrument on behalf of said company as its act and deed after first being authorized by it so to do.

NOTARY PUBLIC



LAMAR COUNTY, MS JAMES AULTMAN
I CERTIFY THIS INSTRUMENT WAS FILED ON 7/27/2021 1:20:25 PM AND RECORDED IN DEED BOOK:29G PAGE:497

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 4607 Hardy Street (**Street Address**) Hattiesburg (**City**) MS (**State**),
on this the 3rd day of October, 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.
Thomas H. Eaves, Rion Snowden
on this the 6th day of Nov, 2024.

Merchants + Marine Bank
Property Owner (print)

Grant Walker
Property Owner (signature)

Grant Walker, Ha Pine Belt Market Pres

STATE OF Mississippi
COUNTY OF Lamar

Personally came and appeared before me, the within named Grant Walker,
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 3rd day of October, 2024.

Paula S Palazzolo
NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI
PAULA S. PALAZZOLO
ID NO. 65661
Commission Expires
03/28/2026
NOTARY PUBLIC
FORREST COUNTY

MINUTES OF THE

REGULAR MEETING OF THE

BOARD OF ADJUSTMENT

November 6th, 2024

Board Members Roll Call:

Members Present:

1. Bernard Green, Vice Chair
    a. Late (3:39). Missed Agenda approval and October Minutes Approval. Present from items A-G.
2. Richard Conville
    a. Left early (5:30). Present from items A-F.
3. Shawn Harris, Chair
4. Brandon E.J. Williams
5. Eric Boney
6. Herman Dungan
    a. Left early (5:30). Present from items A-F.
7. James Trussell
8. Stacey Ready
    a. Left early (5:30). Present from items A-F.
9. John Eye
10. James Trussell

Members Absent:

1. Jessica Cathey

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

Chair Harris declared the Board of Adjustment meeting open and in session at 3:34p.m.

AGENDA REVIEW

A motion was made to accept the agenda.

Motion:

Made by Herman Dungan to approve the agenda

Second:

Made by Stacey Ready

Vote:

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

MINUTES REVIEW

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

Motion:

Made by Herman Dungan

Second:

Made by Stacey Ready

Vote:

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

PLANNING REPORT

The Planning Division staff gave a report.

CHAIR'S REPORT

No report from the chair.

INTRODUCTIONS:

Board of Adjustment members and Staff introduced themselves.

PUBLIC HEARING:

Item A: Merchants & Marine Bank, Property Owner, Thomas H Eaves, Representative/Architect, and Rion Snowdon, Architect, request a variance from the requirement of one large, shade or canopy tree per parking island (LDC 7.10.10.2) to allow for 0 in four separate landscape islands, and request a variance from the requirement of one tree per 60 feet of lineal frontage (LDC 7.10.11.1) to allow for 0 at a property located at 4607 Hardy Street (PPIN 21451, Ward 4, Lamar County).

Discussion and Vote:

Staff introduced the case. Thomas H Eaves presented on behalf of the application.

- What if variance is not granted (Eye).
    - "don't really have a plan B."
    - Couldn't plant front trees because of power lines and monument sign.
- Tell about the extra trees were planted instead (Ready)
    - Drake Elms, Willows, and Crape Murtles. Shrubs planed in front will get 8-10 ft tall. Moved some into the rear. More screening plants on the back side near the Coco Cola plant.
- Could the trees be planted in MDOT right of way? (Harris)

Presented by:

1. Thomas H Eaves

Proponents:

1. None

Opponents:

1. None

A1 and A2- Motion:

Herman Dungan motioned to recommend denial of both of the requests.

Second:

Made by John Eye.

Vote:

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

Motion fails with 4-4, 1 abstention. No recommendation on the variances from the board and will move to City Council with no recommendation.

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Second:
Made by Stacey Ready.

Vote:

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

Motion to recommend denial of the variance passes 8-0 with 1 abstention.

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Presented by:

1. Jeffrey Cook and Dustin Gatlin

Proponents:

1. None

Opponents:

1. None

Motion:

Brandon E.J. Williams motioned to recommend approval for Items C, D, and E in entirety on basis of special privilege.

Second:

Made by Eric Boney .

Vote:

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

Motion to recommend approval for Items C, D, and E in entirety on basis of special privilege passes 8-1.

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Presented by:

1. Rion Snowden
    a. ** Renderings need to be sent to add in file as exhibit.

Proponents:

1. None

Opponents:

1 None

Motion:

Brandon E.J. Williams motioned to recommend approval of the request in its entirety, based upon reasonable use.

Second:

Made by Eric Boney .

Vote:

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

Motion to recommend approval of the request in its entirety, based upon reasonable use. The variance passes 9-0.

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

Motion to remove the request from the table passes 6-0.

Discussion and Vote:
Staff introduced the case. Scott Pipkins presented on behalf of the application.

Presented by:
1. Scott Pipkins
    a. Letters of support to be sent to planning.

Proponents:
1. None

Opponents:
1. None

Motion:
Bernard Green motioned to recommend approval of the request, on the basis of reasonable use and special privilege.

Second:
Made by James Trussell.

Vote:

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

Herman Dungan			ABSENT
James Trussell	X		
Jessica Cathy			ABSENT

Motion to approve the variance passes 6-0.

OTHER BUSINESS:

- Nominating committee report moved to December

Adjournment:

The meeting was adjourned at 5:44 p.m.

Motion:

Made by Brandon E.J. Williams

Second:

Made by Bernard Green

Vote:

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

Date: **Tuesday, November 19, 2024**

Re: **Approve or deny a variance request from the requirement of a 40ft maximum and minimum setback in an I-1 zoning to allow for a front setback up to 150ft at a property located at 2100 McInnis Loop (PPIN 38592, 47444, Ward 5, Forrest County), as requested by David Lawson, Property Owner, Shelby Murray, Applicant/Engineer, and Forrest Dungan, Applicant. The Board of Adjustment recommended denial on November 6th, 2024.**
File Number: 2024-538
Minute Book #

Summary

Recommendation Statement
The Board of Adjustment reccommended denial on November 6th, 2024.

Please place this on the November 19, 2024 City Council meeting for consideration.

November 2024 BOA Item: B
Set Back Variance Request
David Lawson, Property Owner, Shelby Murray, Applicant/Engineer, and Forrest Dungan, Applicant

URBAN DEVELOPMENT
PLANNING DIVISION

Board of Adjustment
Case Fact Sheet

Names of Petitioner: David Lawson, Property Owner, Shelby Murray, Applicant/Engineer, and Forrest Dungan, Applicant

Address of Property:	**Tax Parcels**	**PPIN:**	**Ward:**
2100 McInnis Loop	2-039I-20-034.00, 2-039I-20-009.02	38592,47444	5

Request: Variance Request for the maximum and minimum setback in an I-1 zoning.

Purpose of Request: David Lawson, Property Owner, Shelby Murray, Applicant/Engineer, and Forrest Dungan, Applicant, request a variance from the requirement of a 40ft maximum and minimum setback in an I-1 zoning to allow for a front setback up to 150ft at a property located at 2100 McInnis Loop (PPIN 38592,47444, Ward 5, Forrest County).

History / Background: The applicant met with staff in a pre-application meeting in June of 2024 to discuss the potential for the property to be rezoned to an industrial zoning so that they could construct a processing facility for their meat products. The property was rezoned in July of 2024 from B-5 (Regional Business) to I-1 (Light Industrial). The applicant met with staff in a Site Plan Review meeting to discuss their site plan for the Lil Butcher Shoppe processing facility.

Upon review of their plans, Staff pointed out that the proposed front setback of the building on the Site Plan, approximately 150ft, was greater than the minimum and maximum in an I-1 district. The Land Development Code places a minimum and maximum on the front setback of developments in I-1 zoned properties as 40ft.

Applicant Summary: Please reference the public hearing application for the applicant summary.

November 2024 BOA Item: B
Set Back Variance Request
David Lawson, Property Owner, Shelby Murray, Applicant/Engineer, and Forrest Dungan, Applicant

Applicable Regulations:

SECTION 4 **Zoning Districts Established**

4.5.13 I-1 Light Industrial District: The purpose of the I-1 District is to provide for the development of research, light industrial, office parks, warehouse, and distribution centers consistent with comprehensive planning policies. This district is consistent with the Industry and Corporate Office District in the Comprehensive Plan.

SECTION 6 **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			
I-1	No minimum/ 100	-	0.75	40	40	0 or 10	0	75 feet	60%	60

Present Zoning: The property is currently zoned I-1 (Light Industrial District).

Present Use: Vacant lot.

Future Land Use: Neighborhood Conservation District 2

Surrounding Zoning and Land Use:
North: B-5 Regional Business/ I-1 Light Industrial
South: B-5 Regional Business
East: B-5 Regional Business
West: B-5 Regional Business

Letters or Concerns stated: The Planning Division Office has received no calls or letters of concern as of finalizing this report.

Option: Recommend **approval or denial** of the request of a variance for the requirement of a 40ft maximum and minimum setback

November 2024 BOA Item: B
Set Back Variance Request
David Lawson, Property Owner, Shelby Murray, Applicant/Engineer, and Forrest Dungan, Applicant

in an I-1 zoning to allow for a front setback up to 150ft at a property located at 2100 McInnis Loop (PPIN 38592/47444, 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.

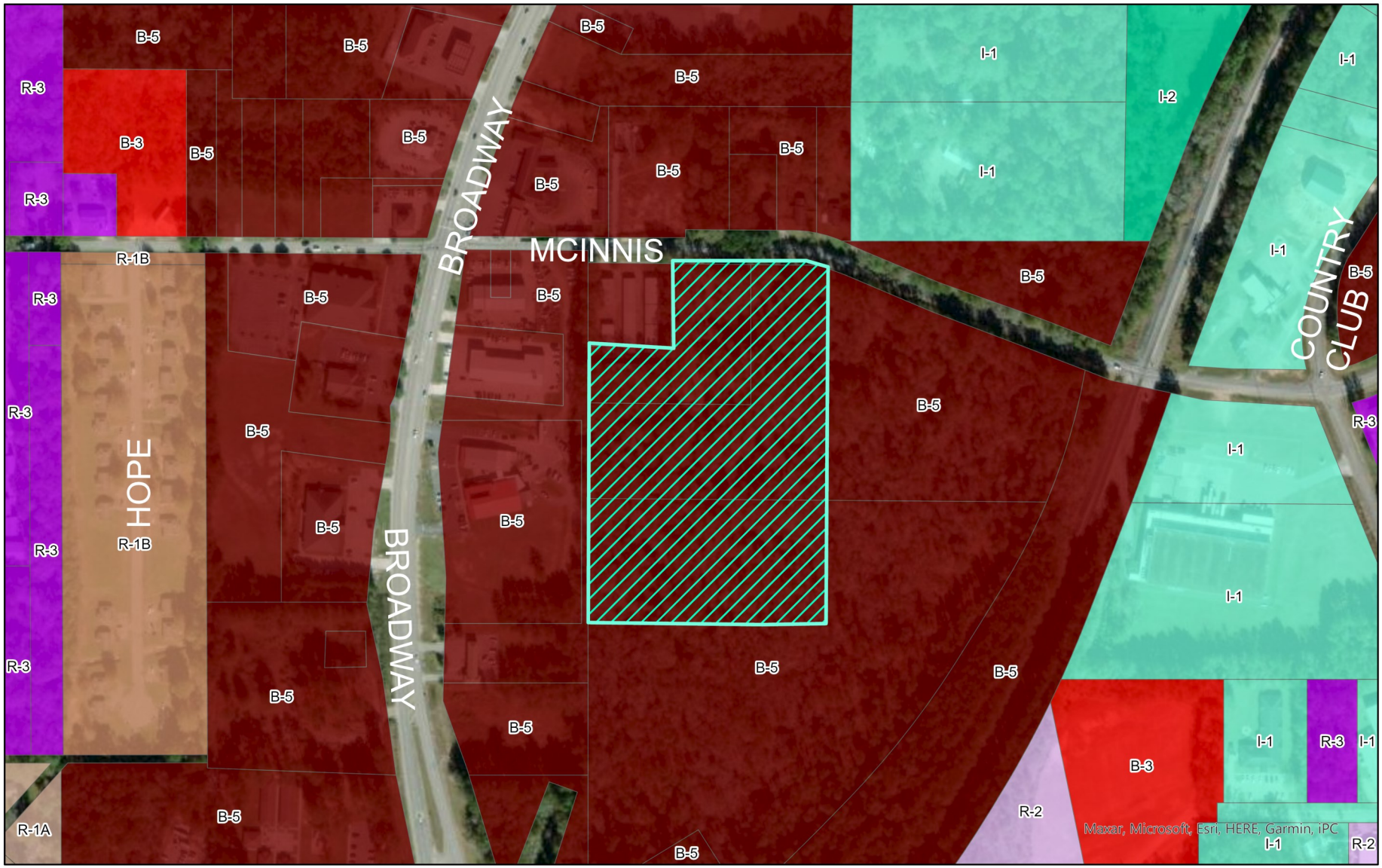
SUBJECT PARCEL

2100 McInnis Loop — Setback Variance Request

David Lawson, Property Owner, Shelby Murray, Applicant/ Engineer, and Forrest Dungan, Applicant, request a variance from the requirement of a 40ft maximum and minimum set-back in an I-1 zoning to allow for a front setback up to 150ft at a property located at 2100 McInnis Loop (PPIN 38592, 47444, Ward 5, Forrest County).



BOA Item: B



Zoning Map - Legend

R-1A R-2 B-3 I-1
R-1B R-3 B-5 I-2

Front Yard Setback Variance Request
PPIN: 38592 & 47444
Flood Zone: X
Ward 5, Forrest County
NOTE: Subject Property Currently Zoned I-1
Approved by City Council in July 2024

0 750 Feet

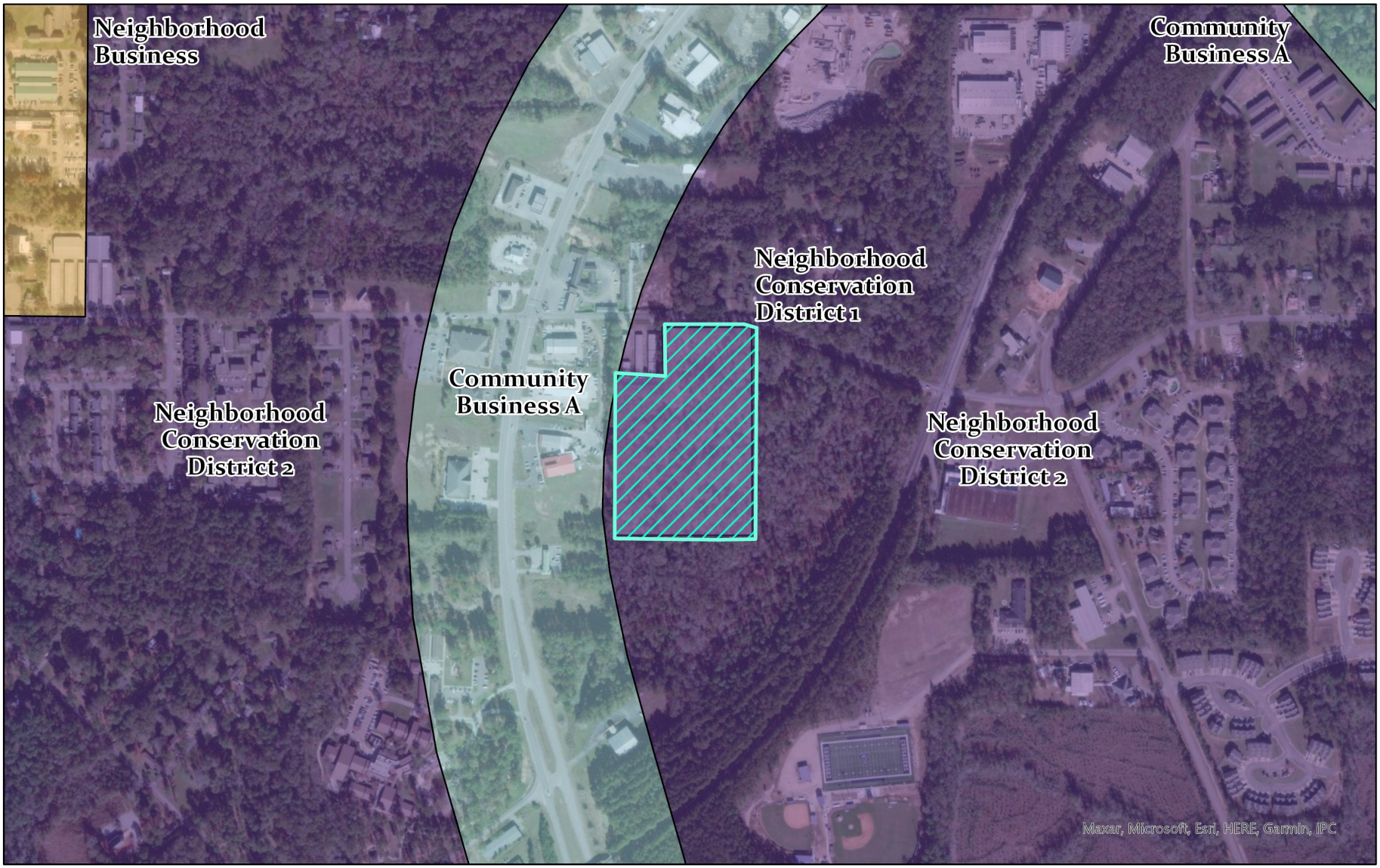
N

URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°19'19"W 31°17'52"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: 10/15/2024 12:34 PM

BOA Item: B



Future Land Use Map

- Subject Property
- Community Business A
- Neighborhood Business
- Neighborhood Conservation District 1
- Neighborhood Conservation District 2

Front Yard Setback Variance Request
~2100 McInnis Loop
PPIN: 38592, 47444
Flood Zone: X
Ward 5, Forrest County

0 0.25 Miles

N

URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°19'18"W 31°17'52"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: 10/15/2024 12:43 PM

Site Aerial


Broadway Dr
Broadway Dr
McInnis Loop
McInnis Loop
McInnis Loop
Magruder St

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: David Lawson
Project Name: Lil Butcher Shoppe New Building and Parking
Proposed Use(s): Meat Smoking Facility with parking for employees and large trucks.
Project Street Address: 2100 McInnis Loop, Hattiesburg, MS 39402

PPIN Number(s) (if unknown, can be found on tax receipt): 38592 and 47444

Application for (check all appropriate types):

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

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

☐ Sign ☑ Setback (front, side, or rear 150 ft) ☐ Off-Site Parking
☐ Lot Width ☐ Lot Coverage Area ☐ Buffer ☐ Open Space ☐ Other:

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

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

For Re-Zoning Only, see p. 11:

Existing Zoning: B-5, Regional Business
Proposed Zoning: I-1, Light Industrial

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

STAFF USE ONLY – Do Not Complete:

Pre-Application Date: _____ Planner: _____
Parcel Number(s): _____ Historic District(s): _____
Flood Zone(s): _____ Zoning Districts(s): _____

Project No.: _____

Code Sections:
LDC Section No. _____
Section No. _____
Section No. _____
Section No. _____
Section No. _____

RECIVED DATE & INITIALS:

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

_____,
Street Address **City** **State**

on this the _____ day of _____, 20___.

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.

CLEAR Point ENGINEERING

on this the 19th day of Sept, 2024.

DAVID LAWSON
Property Owner (print)

Property Owner (signature)

STATE OF MS

COUNTY OF Lamar

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 19th day of Sept., 2024.

Stacey Odom
NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 379746 STACEY ODOM Commission Expires Oct. 18, 2027 LAMAR COUNTY

My Commission Expires:
10/18/2027

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 2100 McInnis Lp Hattiesburg MS 39401,
Street Address **City** **State**

on this the 19th day of Sept, 20 24

Shelby D. Murray Jr.
Applicant (print)

Shelby D. Murray Jr.
Applicant (signature)

STATE OF MS

COUNTY OF Lamar

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 9th day of Sept, 20 24.

Stacey Odom
NOTARY PUBLIC

My Commission Expires:
10/18/2027

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 379746 STACEY ODOM Commission Expires Oct. 18, 2027 LAMAR COUNTY

PLANNING COMMISSION & BOARD OF ADJUSTMENT – PETITIONER REQUIRED SUBMITTAL INFORMATION

Deadline for applicant to file petition: Sept 20, 2024 by 5:00 PM
Hattiesburg Planning Commission Meeting Date:
_____Time: 1:00pm
Hattiesburg Board of Adjustment Meeting Date: _____Wed, Nov 6, 2024 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):
City Council Meeting (Vote) Date – (you or your representative may attend):

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)

N/A 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)

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

N/A 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 $_$175__.

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. Not all criteria must be met. However, a strong application will meet multiple criteria.

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 shape of the parcel, a 40.0 ft set back makes it impossible to build. This appears to be a mistake in the land development code.

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

No special privilege will be granted to the parcel with the granting of this variance. Due to the specific size, shape and surrounding property ownership. The variance is site specific based on these circumstances.

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.

The literal interpretation of the code is enforced, the property owner cannot use his property for the intended use for industrial purposes without the 150 ft set back variance being approved.

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

Based on the 40.0 ft set back requirement, the subject property cannot be developed into industrial lots and the applicant cannot make reasonable use of the property with this current land development code as written.

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

N/A

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.

The granting of this variance will not conflict with the purposes and intent implied in the land development code.

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.

Legal Description

A parcel of land being located in the SW ¼ of the NE ¼ of Section 20, T-4-N, R-13-W, Forrest County, Mississippi, being more particularly described as follows:

BEGINNING at the SW corner of the N 1/2 of the SW 1/4 of the NE 1/4 of Section 20, T-4-N, R-13-W, Forrest County, Mississippi; thence run along the West line of said N ½ of the SW 1/4 of the NE 1/4 North 00°05'08" East for 243.85 feet; thence continuing along said West line, run North 70.00 feet; thence run East for 208.71 feet; thence run North 282.21 feet to the South right-of-way of McInnis Loop; thence run along said right-of-way for the following calls: East for 200.00 feet; thence run South 87°42'18" East for 93.87 feet; thence run along a curve to the right for 108.98 feet, said curve having a radius of 341.40 feet, a chord bearing of South 78°06'54" East, and a chord distance of 108.50 feet; thence leaving said right-of-way, run South 00°04'43" West for 884.51 feet; thence run West for 607.13 feet to a point on the West line of the SW ¼ of the NE ¼ of Section 20; thence run along said West line North 00°12'43" West for 315.17 feet, back to the Point of Beginning.

Said Parcel contains 11.32 Acres more or less.

DEED
Bk:1402 Page:503-507
RCD: 08/25/2022 @11:59:09:AM
FORREST COUNTY, MS
LANCE C. REID CHANCERY CLERK

Prepared by:
James Kearney Travis, III
Travis & Travis, PLLC
P. O. Box 590
Hattiesburg, MS 39403-0590
(601) 582-5591
MSB #8779

Return to:
James Kearney Travis, III
Travis & Travis, PLLC
P. O. Box 590
Hattiesburg, MS 39403-0590

INDEXING INSTRUCTIONS: Index as a part of the SW ¼ of the NE ¼ of Section 20, Township 4 North, Range 13 West, Forrest County, Mississippi.

STATE OF MISSISSIPPI
COUNTY OF FORREST

WARRANTY DEED

For and in consideration of the sum of Ten and No/100 ($10.00) Dollars cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged and confessed,

Land Management, Ltd., Limited Partnership, a Mississippi Limited Partnership, Grantor
875 Old Richburg Road
Purvis, MS 39475
Phone: (601) 544-7490

does hereby grant, bargain, sell, convey, and warrant, subject to the exceptions and reservations hereinafter set forth, unto

Lil' Land Company, LLC, a Mississippi Limited Liability Company, Grantee
P.O. Box 1509
Purvis, MS 39475
Phone: (601) 270-2594

the real property lying and being situated in the City of Hattiesburg, County of Forrest, State of Mississippi, described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

Together with any improvements thereon and appurtenances thereunto belonging.

LESS AND EXCEPT all of the oil, gas, and other minerals of like kind and character in, on, and under the above described property.

This conveyance and the warranty hereof are subject to all valid and existing mineral leases, exceptions, reservations, and conveyances, including but not limited to that certain Non-Participating Royalty Conveyance and Reservation dated January 1, 1952, and appearing of record in Land Deed Book 140 at Page 492.

This conveyance and the warranty hereof are further subject to all valid and existing easements, grants, or rights-of-way for public roads and streets, and for electric, telephone, gas, water, drainage, sewage, or other utility purposes which affect or relate to the above described property.

Taxes on the above described property are being prorated as of this date.

IN TESTIMONY WHEREOF, Witness the Signature of the Grantor by its undersigned duly authorized general partners on this the 22 day of August, A.D., 2022.

Land Management, Ltd., Limited Partnership,
a Mississippi Limited Partnership, Grantor

By: JFT Management, LLC, a Mississippi
Limited Liability Company, General Partner

By: _____
Joseph F. Tatum, Jr., Member

By: WOT Management, LLC, a Mississippi
Limited Liability Company, General Partner

By: _____
Thomas C. Parry, III, Manager

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

Together with any improvements thereon and appurtenances thereunto belonging.

LESS AND EXCEPT all of the oil, gas, and other minerals of like kind and character in, on, and under the above described property.

This conveyance and the warranty hereof are subject to all valid and existing mineral leases, exceptions, reservations, and conveyances, including but not limited to that certain Non-Participating Royalty Conveyance and Reservation dated January 1, 1952, and appearing of record in Land Deed Book 140 at Page 492.

This conveyance and the warranty hereof are further subject to all valid and existing easements, grants, or rights-of-way for public roads and streets, and for electric, telephone, gas, water, drainage, sewage, or other utility purposes which affect or relate to the above described property.

Taxes on the above described property are being prorated as of this date.

IN TESTIMONY WHEREOF, Witness the Signature of the Grantor by its undersigned duly authorized general partners on this the 22 day of August, A.D., 2022.

Land Management, Ltd., Limited Partnership,
a Mississippi Limited Partnership, Grantor

By: JFT Management, LLC, a Mississippi
Limited Liability Company, General Partner

By: _____
Joseph F. Tatum, Jr., Member

By: WOT Management, LLC, a Mississippi
Limited Liability Company, General Partner

By: Thomas C. Parry III
Thomas C. Parry, III, Manager

STATE OF MISSISSIPPI

COUNTY OF Lamar

PERSONALLY appeared before me, the undersigned authority in and for said County and State, the within named Joseph F. Tatum, Jr., who acknowledged to me that he is a member of JFT Management, LLC, a Mississippi Limited Liability Company, a General Partner of Land Management, Ltd., Limited Partnership, a Mississippi Limited Partnership, and that for and on behalf of said company as General Partner of said limited partnership, and as the act and deed of said company as General Partner of said limited partnership, and as the act and deed of said limited partnership, he executed the above and foregoing Warranty Deed, after first having been duly authorized by said company and said limited partnership so to do.

GIVEN under my hand and official seal of office on this the 22 day of August, A.D., 2022.

Becca Lewis
Notary Public

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 199222 BECCA LEWIS Commission Expires May 17, 2024 LAMAR COUNTY

My Commission Expires:
5/17/24

STATE OF MISSISSIPPI

COUNTY OF Lamar

PERSONALLY appeared before me, the undersigned authority in and for said County and State, the within named Thomas C. Parry, III, who acknowledged to me that he is Manager of WOT Management, LLC., a Mississippi Limited Liability Company, a General Partner of Land Management, Ltd., Limited Partnership, a Mississippi Limited Partnership, and that for and on behalf of said company as General Partner of said limited partnership, and as the act and deed of said company as General Partner of said limited partnership, and as the act and deed of said limited partnership, he executed the above and foregoing Warranty Deed, after first having been duly authorized by said company and said limited partnership so to do.

GIVEN under my hand and official seal of office on this the 22 day of August, A.D., 2022.

Becca Lewis
Notary Public

My Commission Expires:
5/17/24

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 199222 BECCA LEWIS Commission Expires May 17, 2024 LAMAR COUNTY

Book 1402 Page 507
Instrument# 841591
DEED 8/25/2022 11:59:09 AM

EXHIBIT "A"

LEGAL DESCRIPTION 9.384 ACRES

BEGIN AT A 1/2" REBAR MARKING THE SW CORNER OF THE NORTH 1/2 OF THE SW 1/4 OF THE NE 1/4 OF SECTION 20, T-4-N, R-13-W, FORREST COUNTY, MISSISSIPPI AND RUN N00°05'08"E ALONG THE WEST LINE OF SAID NORTH 1/2 FOR 243.85 FEET TO A 1/2" REBAR; THENCE RUN S89°54'58"E FOR 408.70 FEET TO A 1/2" REBAR; THENCE RUN N00°04'43"E FOR 352.19 FEET TO A 1/2" REBAR AND THE SOUTH R/W LINE OF McINNIS LOOP (PAVED PUBLIC ROAD); THENCE RUN S87°42'18"E ALONG SAID R/W LINE FOR 93.87 FEET TO A 1/2" REBAR; THENCE CONTINUE ALONG SAID R/W LINE AND ALONG A CURVE WHICH BEARS TO THE RIGHT HAVING A RADIUS OF 341.40 FEET, A LENGTH OF 108.96 FEET, AND A CHORD BEARING AND DISTANCE OF S78°08'54"E AND 108.50 FEET, RESPECTIVELY, TO A 1/2" REBAR; THENCE LEAVING SAID R/W LINE RUN S00°04'43"W FOR 884.51 FEET TO A 1/2" REBAR; THENCE RUN WEST FOR 607.13 FEET TO A 1/2" REBAR AND THE WEST LINE OF THE SOUTH 1/2 OF SAID SW 1/4 OF THE NE 1/4; THENCE RUN N00°12'43"W ALONG SAID WEST LINE FOR 315.17 FEET BACK TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND IS A PART OF THE SW 1/4 OF THE NE 1/4 OF SECTION 20, T-4-N, R-13-W, FORREST COUNTY, MISSISSIPPI AND CONTAINS 9.384 ACRES, MORE OR LESS.

FORREST COUNTY, MS LANCE C. REID
I CERTIFY THIS INSTRUMENT WAS FILED ON 8/25/2022 11:59:09 AM AND RECORDED IN DEED BOOK:1402 PAGE:503

DEED
Bk:1395 Page:389-390
RCD: 06/01/2022 @ 4:31:20:PM
FORREST COUNTY, MS
LANCE C. REID CHANCERY CLERK

Prepared By:
James Kearney Travis, III
Travis and Travis, PLLC
P. O. Box 590
Hattiesburg, MS 39403-0590
(601) 582-5591
MSB #8779

Return To:
James Kearney Travis, III
Travis and Travis, PLLC
P. O. Box 590
Hattiesburg, MS 39403-0590

INDEXING INSTRUCTIONS: Index under the SW1/4 of the NE1/4 of Section 20, Township 4 North, Range 13 West, Forrest County, MS

STATE OF MISSISSIPPI
COUNTY OF FORREST

WARRANTY DEED

For and in consideration of the sum of Ten and No/100 ($10.00) Dollars cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged and confessed, we,

James A. Roseberry and wife, Marcia T. Roseberry, Grantors
17 Longwood Drive
Hattiesburg, MS 39402
Phone: 601-268-3439

do hereby grant, bargain, sell, convey, and warrant, subject to the exceptions and reservations hereinafter set forth, unto

Lil' Land Company, LLC, a Mississippi Limited Liability Company, Grantee
P. O. Box 1509
Purvis, MS 39475
Phone: 601-270-2594

the real property lying and being situated in the City of Hattiesburg, County of Forrest, State of Mississippi, described as follows, to-wit:

COMMENCE AT A ¾" IRON PIPE AT THE SOUTHWEST CORNER OF THE NORTH ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 20, TOWNSHIP 4 NORTH, RANGE 13 WEST, FORREST COUNTY, MISSISSIPPI AND RUN NORTH FOR 243.85 FEET TO A ½" REBAR AND THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING CONTINUE NORTH FOR 70.00 FEET TO A ½" REBAR; THENCE RUN EAST FOR 208.71 FEET TO A ½" REBAR; THENCE RUN NORTH FOR 282.21 FEET TO A ½" REBAR AND THE SOUTH RIGHT-OF-WAY LINE OF MCINNIS PAVED PUBLIC LOOP; THENCE RUN EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR 200.00 FEET TO A ½" REBAR; THENCE RUN SOUTH FOR 352.21 FEET TO A ½" REBAR; THENCE RUN WEST FOR 408.71 FEET BACK TO THE POINT OF BEGINNING. SAID PARCEL OF LAND IS PART OF THE NORTH ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 20, TOWNSHIP 4 NORTH, RANGE 13 WEST, FORREST COUNTY, MISSISSIPPI AND CONTAINS 1.95 ACRES,

MORE OR LESS; TOGETHER WITH ANY IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING.

This conveyance and the warranty hereof are subject to all valid and existing mineral leases, exceptions, reservations, and conveyances, and to all valid and existing easements, grants, or rights-of-way for public roads and streets, and for electric, telephone, gas, water, drainage, sewage, or other utility purposes which affect or relate to the above described property.

This conveyance and the warranty hereof are further made subject to the following Restrictive Covenant which is binding and runs with the title to the land: No part of the above described property shall be used as a mini-storage or self-storage facility and no mini-storage or self-storage units may be placed thereon.

Taxes on the above described property are being prorated as of this date.

IN TESTIMONY WHEREOF, Witness our Signatures on this the 27 day of May, A.D., 2022.

James A. Roseberry, Grantor

Marcia T. Roseberry, Grantor

STATE OF MISSISSIPPI

COUNTY OF FORREST

PERSONALLY appeared before me, the undersigned authority in and for said County and State, the within named James A. Roseberry and wife, Marcia T. Roseberry, who acknowledged that they signed, executed, and delivered the above and foregoing Warranty Deed on the day and year therein mentioned as their respective free and voluntary acts and deeds.

GIVEN under my hand and official seal of office on this the 27 day of May, A.D., 2022.

Notary Public

My Commission Expires:
9-8-25

STATE OF MISSISSIPPI
JAMES KEARNEY TRAVIS III
ID NO. 50244
Commission Expires
09/08/2025
NOTARY PUBLIC
FORREST COUNTY

FORREST COUNTY, MS LANCE C. REID
I CERTIFY THIS INSTRUMENT WAS FILED ON 6/1/2022 4:31:20 PM AND RECORDED IN DEED BOOK:1395 PAGE:389

DEED
Bk:30A Pg:287-289
RCD: 06/16/2022 @ 9:59:50:AM
LAMAR COUNTY, MS
JAMES AULTMAN CHANCERY CLERK

Prepared by:
Robert T. Jackson, Sr.
Jackson, Tullos, Rogers & Morgan, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Return to:
Robert T. Jackson, Sr.
Jackson, Tullos, Rogers & Morgan, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

STATE OF MISSISSIPPI
COUNTY OF LAMAR

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt, adequacy and sufficiency of all of which is hereby irrevocably acknowledged and confessed,

MASCO DEVELOPMENTS, LLC
1309 West Pine St.
Hattiesburg MS 39401
Telephone: 601-307-8550

does hereby grant, bargain, sell, convey and warrant unto

THE GUZMAN PEREZ FAMILY TRUST
23 [illegible] SEQUATCHIE
HATTIESBURG MS 39402
Telephone: 8136503071

the following described real property lying and being situated in LAMAR County, Mississippi, and being more particularly described as follows, to-wit:

SEE EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS IF FULLY COPIED AND SET OUT AT LENGTH IN WORDS AND FIGURES HEREIN.

INDEXING INSTRUCTIONS: SE ¼ OF THE SE ¼ , Section 26, Township 4 North, Range 14 West, Lamar County, Mississippi.

This conveyance and the warranty hereof is subject to any and all prior and outstanding leases, exceptions, reservation and/or conveyances of oil, gas and/or other minerals and any geothermal energy resources lying in, on and under the above described real property.

This conveyance and the warranty hereof is subject to any environmental condition existing upon the subject property which would cause said property to be in violation of any State and/or Federal Environmental Protection Act.

This conveyance and the warranty hereof is subject to any and all other easements and rights-of-way, whether of record or of use, which affect the real property hereby conveyed.

This conveyance and the warranty hereof is subject to any and all Covenants and Restrictions of record including but not limited to those certain Protective Covenants and Building Restrictions recorded in Book 11E at Page 323.

All County and State ad valorem taxes for the current year shall be prorated between Grantor and Grantee and paid by Grantee.

WITNESS THE SIGNATURE of the Grantors on this, the 13 day of June, A.D., 2022.

MASCO DEVELOPMENTS, LLC

TONY L. MASON, MANAGER/GRANTOR

STATE OF MISSISSIPPI
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this 13 day of June, 2022, within my jurisdiction, the within named **TONY L. MASON**, who acknowledged that he is the Manager of **MASCO DEVELOPMENTS, LLC**, a Mississippi limited liability company, and that for and on behalf of the said company, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said company to do so.

Melissa A Brannon
NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 93642
MELISSA A. BRANNON
Commission Expires
July 19, 2025
SMITH COUNTY

EXHIBIT "A"

SE ¼ of SE ¼, Section 26, Township 4 North, Range 14 West, Lamar County, Mississippi

LESS AND EXCEPT: A parcel of land beginning at the Southwest Corner of the SE ¼ of the SE ¼ of Section 26, Township 4 North, Range 14 West, Lamar County, Mississippi; thence run North 630'; thence run East 60'; thence run South 630'; thence run West 60' back to the Point of Beginning.

LAMAR COUNTY, MS JAMES AULTMAN
I CERTIFY THIS INSTRUMENT WAS FILED ON 6/16/2022 9:59:50 AM AND RECORDED IN DEED BOOK:30A PAGE:287

MINUTES OF THE

REGULAR MEETING OF THE

BOARD OF ADJUSTMENT

November 6th, 2024

Board Members Roll Call:

Members Present:

1. Bernard Green, Vice Chair
    a. Late (3:39). Missed Agenda approval and October Minutes Approval. Present from items A-G.
2. Richard Conville
    a. Left early (5:30). Present from items A-F.
3. Shawn Harris, Chair
4. Brandon E.J. Williams
5. Eric Boney
6. Herman Dungan
    a. Left early (5:30). Present from items A-F.
7. James Trussell
8. Stacey Ready
    a. Left early (5:30). Present from items A-F.
9. John Eye
10. James Trussell

Members Absent:

1. Jessica Cathey

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

Chair Harris declared the Board of Adjustment meeting open and in session at 3:34p.m.

AGENDA REVIEW

A motion was made to accept the agenda.

Motion:

Made by Herman Dungan to approve the agenda

Second:

Made by Stacey Ready

Vote:

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

MINUTES REVIEW

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

Motion:

Made by Herman Dungan

Second:

Made by Stacey Ready

Vote:

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

PLANNING REPORT

The Planning Division staff gave a report.

CHAIR'S REPORT

No report from the chair.

INTRODUCTIONS:

Board of Adjustment members and Staff introduced themselves.

PUBLIC HEARING:

Item A: Merchants & Marine Bank, Property Owner, Thomas H Eaves, Representative/Architect, and Rion Snowdon, Architect, request a variance from the requirement of one large, shade or canopy tree per parking island (LDC 7.10.10.2) to allow for 0 in four separate landscape islands, and request a variance from the requirement of one tree per 60 feet of lineal frontage (LDC 7.10.11.1) to allow for 0 at a property located at 4607 Hardy Street (PPIN 21451, Ward 4, Lamar County).

Discussion and Vote:

Staff introduced the case. Thomas H Eaves presented on behalf of the application.

- What if variance is not granted (Eye).
    - "don't really have a plan B."
    - Couldn't plant front trees because of power lines and monument sign.
- Tell about the extra trees were planted instead (Ready)
    - Drake Elms, Willows, and Crape Murtles. Shrubs planed in front will get 8-10 ft tall. Moved some into the rear. More screening plants on the back side near the Coco Cola plant.
- Could the trees be planted in MDOT right of way? (Harris)

Presented by:

1. Thomas H Eaves

Proponents:

1. None

Opponents:

1. None

A1 and A2- Motion:

Herman Dungan motioned to recommend denial of both of the requests.

Second:

Made by John Eye.

Vote:

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

Motion fails with 4-4, 1 abstention. No recommendation on the variances from the board and will move to City Council with no recommendation.

~~~
~~~

Second:
Made by Stacey Ready.

Vote:

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

Motion to recommend denial of the variance passes 8-0 with 1 abstention.

~~~
~~~

Presented by:

1. Jeffrey Cook and Dustin Gatlin

Proponents:

1. None

Opponents:

1. None

Motion:

Brandon E.J. Williams motioned to recommend approval for Items C, D, and E in entirety on basis of special privilege.

Second:

Made by Eric Boney .

Vote:

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

Motion to recommend approval for Items C, D, and E in entirety on basis of special privilege passes 8-1.

~~~
~~~

Presented by:

1. Rion Snowden
    a. ** Renderings need to be sent to add in file as exhibit.

Proponents:

1. None

Opponents:

1 None

Motion:

Brandon E.J. Williams motioned to recommend approval of the request in its entirety, based upon reasonable use.

Second:

Made by Eric Boney .

Vote:

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

Motion to recommend approval of the request in its entirety, based upon reasonable use. The variance passes 9-0.

~~~
~~~

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

Motion to remove the request from the table passes 6-0.

Discussion and Vote:
Staff introduced the case. Scott Pipkins presented on behalf of the application.

Presented by:
1. Scott Pipkins
    a. Letters of support to be sent to planning.

Proponents:
1. None

Opponents:
1. None

Motion:
Bernard Green motioned to recommend approval of the request, on the basis of reasonable use and special privilege.

Second:
Made by James Trussell.

Vote:

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

Herman Dungan			ABSENT
James Trussell	X		
Jessica Cathy			ABSENT

Motion to approve the variance passes 6-0.

OTHER BUSINESS:

- Nominating committee report moved to December

Adjournment:

The meeting was adjourned at 5:44 p.m.

Motion:

Made by Brandon E.J. Williams

Second:

Made by Bernard Green

Vote:

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

Date: **Tuesday, November 19, 2024**

Re: **Approve or deny a variance request from the maximum sign area (per sign) of 64sqft for an EM-9 zoned property to allow for 537sqft, a variance from the height maximum of 10ft for an EM-9 zoned property to allow for 43ft, and a variance from the depth maximum of 2ft for an EM-9 zoned property to allow for 3ft at a property located at 6051 US Hwy 49 (PPIN 16698, Ward 4, Forrest County), as requested by Forrest General Hospital, Property Owner, and Dustin Gatlin, Representative. The Board of Adjustment recommended approval on November 6th, 2024.**
File Number: 2024-539
Minute Book #

Summary
Sign B

Recommendation Statement
The Board of Adjustment reccommended approval on November 6th, 2024.

Please place this on the November 19, 2024 City Council meeting for consideration.

November 2024 BOA Item: C, D, and E
Sign Requirement Variances
Forrest General Hospital, Property Owner, and Dustin Gatlin, Representative

URBAN DEVELOPMENT
PLANNING DIVISION

Board of Adjustment
Case Fact Sheet

Names of Petitioner: Forrest General Hospital, Property Owner, and Dustin Gatlin, Representative

Address of Property:	**Tax Parcels**
6051 US Hwy 49	2-028O-08-269.00, 2-028O-08-265.00, 2-039B-17-067.00
PPIN:	**Ward:**
16698, 16706, 20865	4

Request: Variance Requests for the maximum sign message area, maximum height, and maximum depth.

Purpose of Request:

Item C:
Forrest General Hospital, Property Owner, and Dustin Gatlin, Representative, request a variance from the maximum sign area (per sign) of 64sqft for an EM-9 zoned property to allow for 537sqft, a variance from the height maximum of 10ft for an EM-9 zoned property to allow for 43ft, and a variance from the depth maximum of 2ft for an EM-9 zoned property to allow for 3ft at a property located at 6051 US Hwy 49 (PPIN 16698, Ward 4, Forrest County).

Item D:
Forrest General Hospital, Property Owner, and Dustin Gatlin, Representative, request a variance from the maximum sign area (per sign) of 64sqft for an EM-9 zoned property to allow for 800sqft, a variance from the height maximum of 10ft for an EM-9 zoned property to allow for 24.5ft, and a variance from the depth maximum of 2ft for an EM-9 zoned property to allow for 10ft at a property located at 6051 US Hwy 49 (PPIN 16706, Ward 4, Forrest County).

Item E:
Forrest General Hospital, Property Owner, and Dustin Gatlin, Representative, request a variance from the maximum sign

area (per sign) of 64sqft for an EM-9 zoned property to allow for 800sqft, a variance from the height maximum of 10ft for an EM-9 zoned property to allow for 24.5ft, and a variance from the depth maximum of 2ft for an EM-9 zoned property to allow for 10ft at a property located at 6051 US Hwy 49 (PPIN 20865) Ward 4, Forrest County).

History / Background: The applicant (Forrest General Hospital) submitted three sign permit applications in late August 2024 for new signage at the Forrest General Hospital properties. The sign permit applications included a new 43ft tall sign with a 350 sqft digital reader board component that would replace the existing sign outside the hospital with a digital reader board. The applications also included two proposed internally lit 24.5ft tall, 4-sided directional signs with 800 sqft of message area.

Staff reviewed the sign permit applications according to the Hattiesburg Form-Based Code for an EM-9 zoned property. The proposed signs did not meet the requirements for Large Ground Signs in the three "standards" categories: Maximum sign area (per sign) of 64 sqft, maximum height of 10ft, and maximum depth of 3ft.

The digital reader board component required the approval of the Form Based Code Committee, so staff requested a meeting with the applicant to go over the digital reader board and to discuss the requirements of the Hattiesburg Form-Based Code for Large Ground Signs. In the meeting, the applicant conveyed that they wanted to seek variances for the three signs to be able to move forward with the proposed signs.

Applicant Summary: Please reference the public hearing application for the applicant summary.

Applicable Regulations:

<u>Hattiesburg Form-Based Code</u>

SECTION 2 **Districts**

B. Employment Districts (EM-)

1. The EM- Districts are intended to accommodate a

mix of compatible office, medical and medium-density residential in a pedestrian-friendly and walkable environment.

2. The EM- Districts vary based on the maximum allowed building height.

a. EM-2 has a maximum building height of 2 stories.

b. EM-3 has a maximum building height of 3 stories.

c. EM-4 has a maximum building height of 4 stories.

d. EM-6 has a maximum building height of 6 stories.

e. EM-9 has a maximum building height of 9 stories.

SECTION 5.3 **Signs**

G. Allocation of Sign Area

G. Allocation of Sign Area

The maximum sign area for each sign type is determined by the district and is established below. For each cell in the table there is a maximum allowed sign area that may be utilized with any combination and any number of signs associated with that cell, unless otherwise noted. See *Sec. 5.3.H* thru See *Sec. 5.3.R.* for additional sign standards by type of sign.

	Mixed Use (MX-2,-3,-4,-5)	Employment (EM-2,-3)	Employment (EM-4,-6,-9)	Residential Attached (RA-2,3)	Residential Detached (RD-2)	Open Space (OS)
Awning Sign	1 sf/ft bldg width	1 sf/ft bldg width	1 sf/ft bldg width	--	--	--
Canopy Sign				--	--	--
Projecting Sign				--	--	--
Wall Sign				.5 sf/ft bldg width	--	--
Bracket Sign	9 SF	9 SF	9 SF	9 SF		9 SF
Crown Sign	250 SF	--	250 SF	--	--	--
Ground Sign, Small	32 SF	32 SF	32 SF	16 SF	--	--
Ground Sign, Large	64 SF	--	64 SF	--	--	--
Shingle Sign	9 SF	9 SF	9 SF	9 SF	--	9 SF
Sidewalk Sign	6 SF	--	--	--	--	--
Window Sign	20%	--	--	--	--	--

ft of building width = width of building facade facing street

Signs

M. Ground Sign, Large

Description:

A sign is attached along its entire width to a continuous pedestal that is between 5 and 10 feet in height. A large ground sign is vertically oriented or is square.

General Provisions:

1. A large ground sign is only allowed for properties that have street frontage on US 49.
2. One ground sign (large or small) is allowed per street frontage, except that 1 additional ground sign is allowed for properties with 200 feet or more of street frontage. Where more than 1 ground sign is permitted, signs along the same street frontage must be spaced a minimum of 150 feet apart.
3. A large ground sign must be set back at least 10 feet from the front property line and 15 feet from a side property line.
4. A large ground sign can be externally or internally illuminated in accordance with Sec. 3.5.S

Standards:

A. Sign area (max per sign) – 64SF
B. Height (max)- 10’
C. Depth (max)- 2’

S. Sign Illumination

6. Electronic Message Board Signs
    a. An electronic message board sign may be allowed for properties that have street frontage on US 49 upon approval by the Hattiesburg Form-Based Code Development Review Committee.

Present Zoning: The property is currently zoned EM-9 (Employment District).

Present Use: Hospital and Medical Buildings.

Future Land Use: Community Business, Community Business Corridor, and Neighborhood Business Corridor

November 2024 BOA Item: C, D, and E
Sign Requirement Variances
Forrest General Hospital, Property Owner, and Dustin Gatlin, Representative

Surrounding Zoning and Land Use:

North: EM-9 Employment District
South: EM-9 Employment District
East: B-2 Neighborhood Business and B-3 Community Business
West: EM-9 Employment District

Letters or Concerns stated:

The Planning Division Office has received no calls or letters of concern as of finalizing this report.

Option:

Item C:

Recommend **approval or denial** of the variance from the maximum sign area (per sign) of 64 sqft for an EM-9 zoned property to allow for 537 sqft at a property located at 6051 US Hwy 49 (PPIN 16698, Ward 4, Forrest County).

Recommend **approval or denial** of the variance from the height maximum of 10ft for an EM-9 zoned property to allow for 43ft at a property located at 6051 US Hwy 49 (PPIN 16698, Ward 4, Forrest County).

Recommend **approval or denial** of the variance from the depth maximum of 2ft for an EM-9 zoned property to allow for 3ft at a property located at 6051 US Hwy 49 (PPIN 16698, Ward 4, Forrest County).

Item D

Recommend **approval or denial** of the variance from the maximum sign area (per sign) of 64sqft for an EM-9 zoned property to allow for 800sqft at a property located at 6051 US Hwy 49 (PPIN 16706, Ward 4, Forrest County).

Recommend **approval or denial** of the variance from the height maximum of 10ft for an EM-9 zoned property to allow for 24.5ft at a property located at 6051 US Hwy 49 (PPIN 16706, Ward 4, Forrest County).

Recommend **approval or denial** of the variance from the depth maximum of 2ft for an EM-9 zoned property to allow for 10ft

at a property located at 6051 US Hwy 49 (PPIN 16706, Ward 4, Forrest County).

Item E:

Recommend **approval or denial** of the variance from the maximum sign area (per sign) of 64sqft for an EM-9 zoned property to allow for 800sqft a property located at 6051 US Hwy 49 (PPIN 20865) Ward 4, Forrest County).

Recommend **approval or denial** of the variance from the height maximum of 10ft for an EM-9 zoned property to allow for 24.5ft a property located at 6051 US Hwy 49 (PPIN 20865) Ward 4, Forrest County).

Recommend **approval or denial** of the variance from the depth maximum of 2ft for an EM-9 zoned property to allow for 10ft at a property located at 6051 US Hwy 49 (PPIN 20865) Ward 4, 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

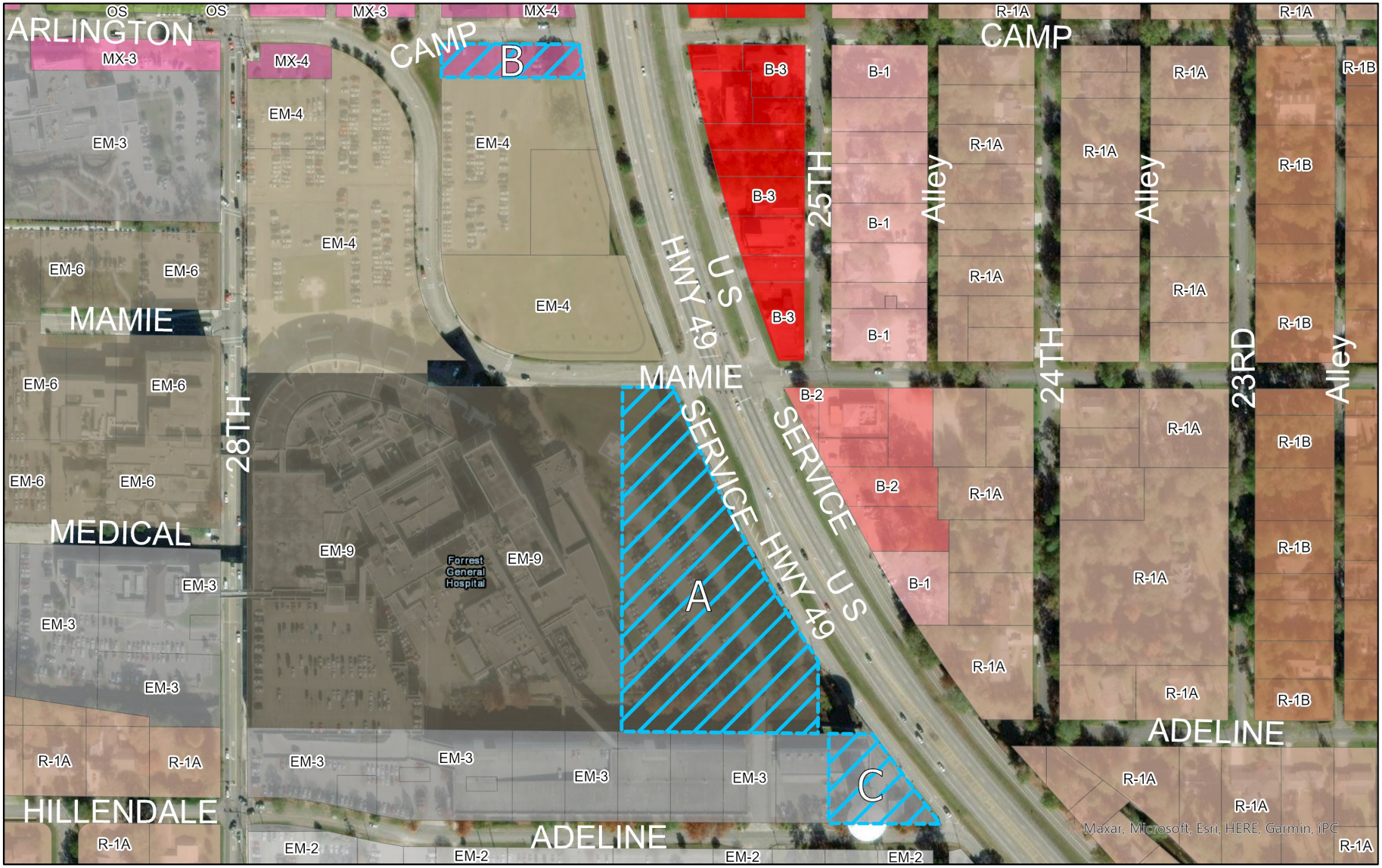
6051 Hwy 49— Sign Variance Request

Forrest General Hospital, Property Owner, and Dustin Gatlin, Representative, request a variance from the maximum sign area (per sign) of 64sqft for an EM-9 zoned property to allow for 537sqft, a variance from the height maximum of 10ft for an EM-9 zoned property to allow for 43ft, and a variance from the depth maximum of 2ft for an EM-9 zoned property to allow for 3ft.

Items C, D, and E



BOA Item: C + D + E



Zoning Map

R-1A	B-3	EM-3	OS
R-1B	MX-3	EM-4	
B-1	MX-4	EM-6	
B-2	EM-2	EM-9	

Form-Based Code Sign Variances
3 Signs, each with 3 variances
6051 US 49, FGH Hospital
PPIN: 21451
Flood Zone: X
Ward 4, Forrest County

0 600 Feet

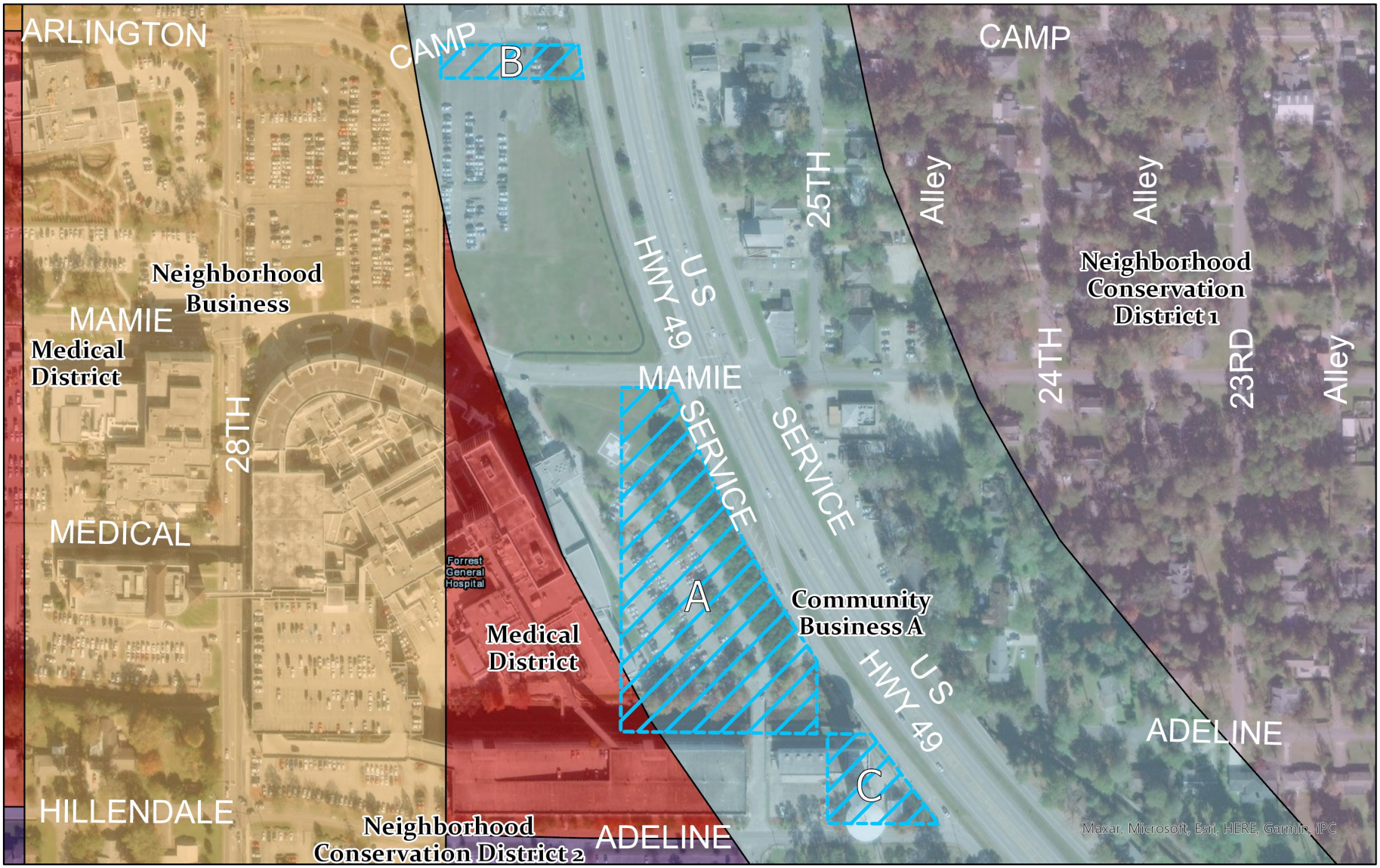
N

URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°19'43"W 31°19'8"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: 10/15/2024 2:13 PM

BOA Item: C + D + E



Future Land Use Map

- Community Business A
- Medical District
- Neighborhood Business
- Neighborhood Center Mixed-Use District
- Neighborhood Conservation District 1
- Neighborhood Conservation District 2

Form-Based Code Sign Variances
3 Signs, each with 3 variances
6051 US 49, FGH Hospital
PPIN: 21451
Flood Zone: X, AE, SX
Ward 4, Forrest County

0 600 Feet

N

URBAN DEVELOPMENT
PLANNING DIVISION

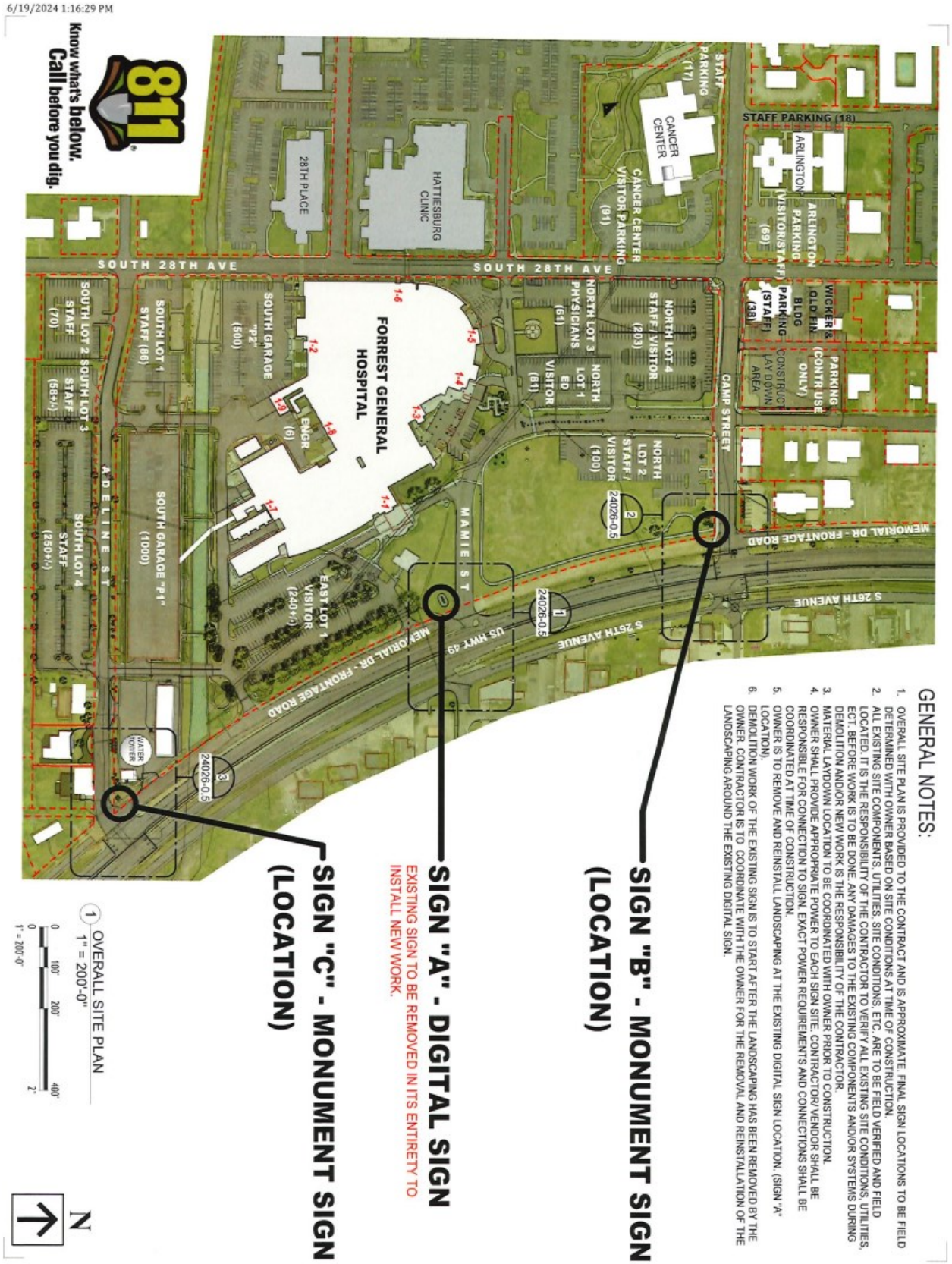
Center: 89°19'43"W 31°19'8"N

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: 10/15/2024 3:14 PM

Site Aerial


S 32nd Ave
S 31st Ave
S 30th Ave
S 29th Ave
S 28th Ave
S 27th Ave
S 25th Ave
S 24th Ave
S 23rd Ave
Arlington Loop
Mamie St
Medical Blvd
Hillendale Dr
Mandalay Dr
Beverly Ln
Delwood Dr
Lorraine St
Parkway Dr
Chevy Chase Dr
Augusta St
Camp St
Oferral St
Service Dr
Adeline St
Mimosa Ln

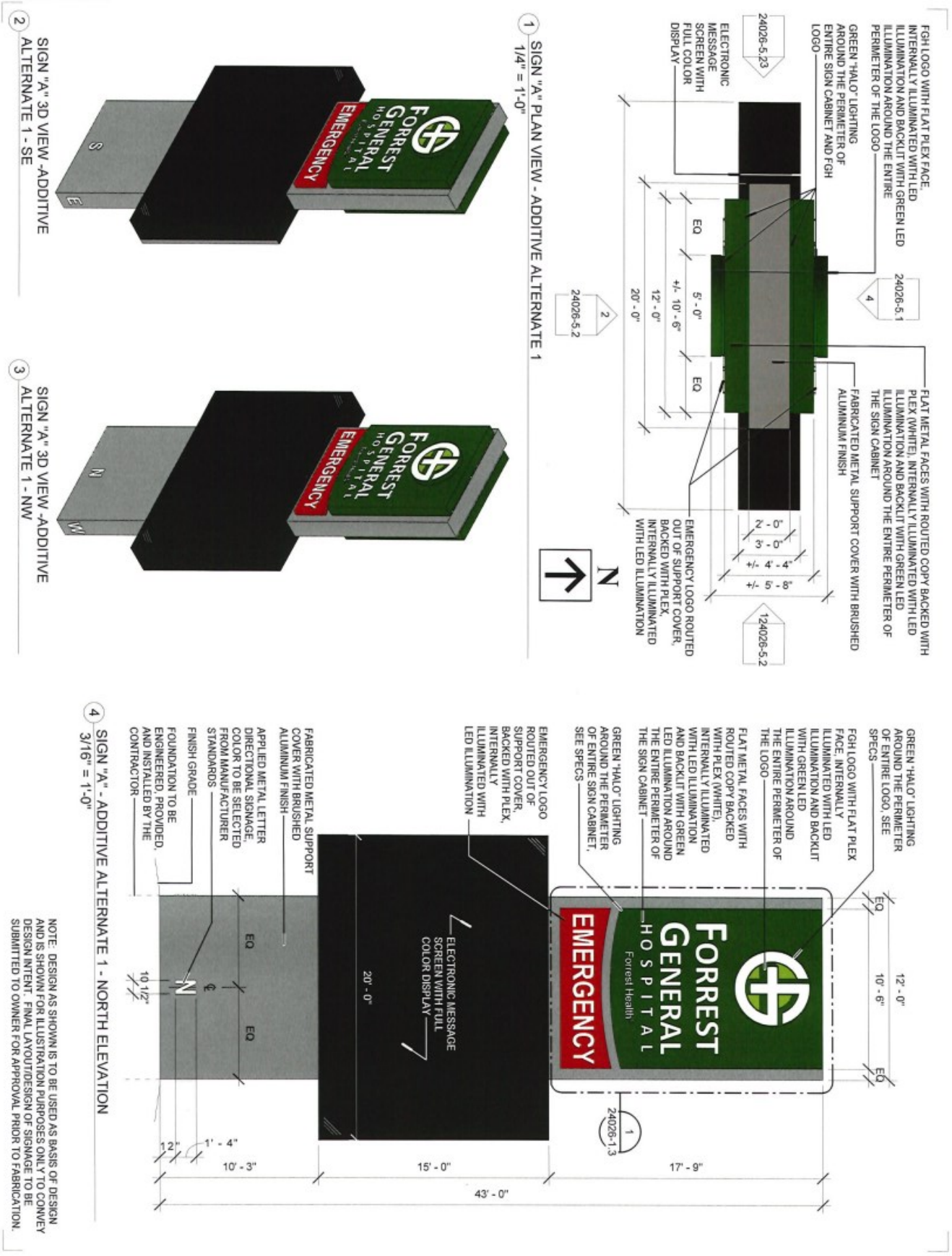
Sign Site Plan



Item C: Sign “A” Site Plan



Item C: Sign “A”


FGH LOGO WITH FLAT PLEX FACE, INTERNALLY ILLUMINATED WITH LED ILLUMINATION AND BACKLIT WITH GREEN LED ILLUMINATION AROUND THE ENTIRE PERIMETER OF THE LOGO
GREEN "HALO" LIGHTING AROUND THE PERIMETER OF ENTIRE SIGN CABINET AND FGH LOGO
ELECTRONIC MESSAGE SCREEN WITH FULL COLOR DISPLAY
24026-5.23
24026-5.1
4
2
24026-5.2
EQ
5' - 0"
+/- 10' - 6"
12' - 0"
20' - 0"
FLAT METAL FACES WITH ROUTED COPY BACKED WITH PLEX (WHITE), INTERNALLY ILLUMINATED WITH LED ILLUMINATION AND BACKLIT WITH GREEN LED ILLUMINATION AROUND THE ENTIRE PERIMETER OF THE SIGN CABINET
FABRICATED METAL SUPPORT COVER WITH BRUSHED ALUMINUM FINISH
EMERGENCY LOGO ROUTED OUT OF SUPPORT COVER, BACKED WITH PLEX, INTERNALLY ILLUMINATED WITH LED ILLUMINATION
2' - 0"
3' - 0"
+/- 4' - 4"
+/- 5' - 8"
124026-5.2
N
1 SIGN "A" PLAN VIEW - ADDITIVE ALTERNATE 1
1/4" = 1'-0"
2 SIGN "A" 3D VIEW -ADDITIVE ALTERNATE 1 - SE
3 SIGN "A" 3D VIEW -ADDITIVE ALTERNATE 1 - NW
FORREST GENERAL HOSPITAL
EMERGENCY
S
E
N
W
GREEN "HALO" LIGHTING AROUND THE PERIMETER OF ENTIRE LOGO, SEE SPECS
FGH LOGO WITH FLAT PLEX FACE, INTERNALLY ILLUMINATED WITH LED ILLUMINATION AND BACKLIT WITH GREEN LED ILLUMINATION AROUND THE ENTIRE PERIMETER OF THE LOGO
FLAT METAL FACES WITH ROUTED COPY BACKED WITH PLEX (WHITE), INTERNALLY ILLUMINATED WITH LED ILLUMINATION AND BACKLIT WITH GREEN LED ILLUMINATION AROUND THE ENTIRE PERIMETER OF THE SIGN CABINET
GREEN "HALO" LIGHTING AROUND THE PERIMETER OF ENTIRE SIGN CABINET, SEE SPECS
EMERGENCY LOGO ROUTED OUT OF SUPPORT COVER, BACKED WITH PLEX, INTERNALLY ILLUMINATED WITH LED ILLUMINATION
FABRICATED METAL SUPPORT COVER WITH BRUSHED ALUMINUM FINISH
APPLIED METAL LETTER DIRECTIONAL SIGNAGE, COLOR TO BE SELECTED FROM MANUFACTURER STANDARDS
FINISH GRADE
FOUNDATION TO BE ENGINEERED, PROVIDED, AND INSTALLED BY THE CONTRACTOR
ELECTRONIC MESSAGE SCREEN WITH FULL COLOR DISPLAY
20' - 0"
EQ
12' - 0"
10' - 6"
24026-1.3
1
10' - 3"
15' - 0"
17' - 9"
43' - 0"
12"
1' - 4"
10 1/2"
4 SIGN "A" - ADDITIVE ALTERNATE 1 - NORTH ELEVATION
3/16" = 1'-0"
NOTE: DESIGN AS SHOWN IS TO BE USED AS BASIS OF DESIGN AND IS SHOWN FOR ILLUSTRATION PURPOSES ONLY TO CONVEY DESIGN INTENT. FINAL LAYOUT/DESIGN OF SIGNAGE TO BE SUBMITTED TO OWNER FOR APPROVAL PRIOR TO FABRICATION.

Item C: Sign “A” Area



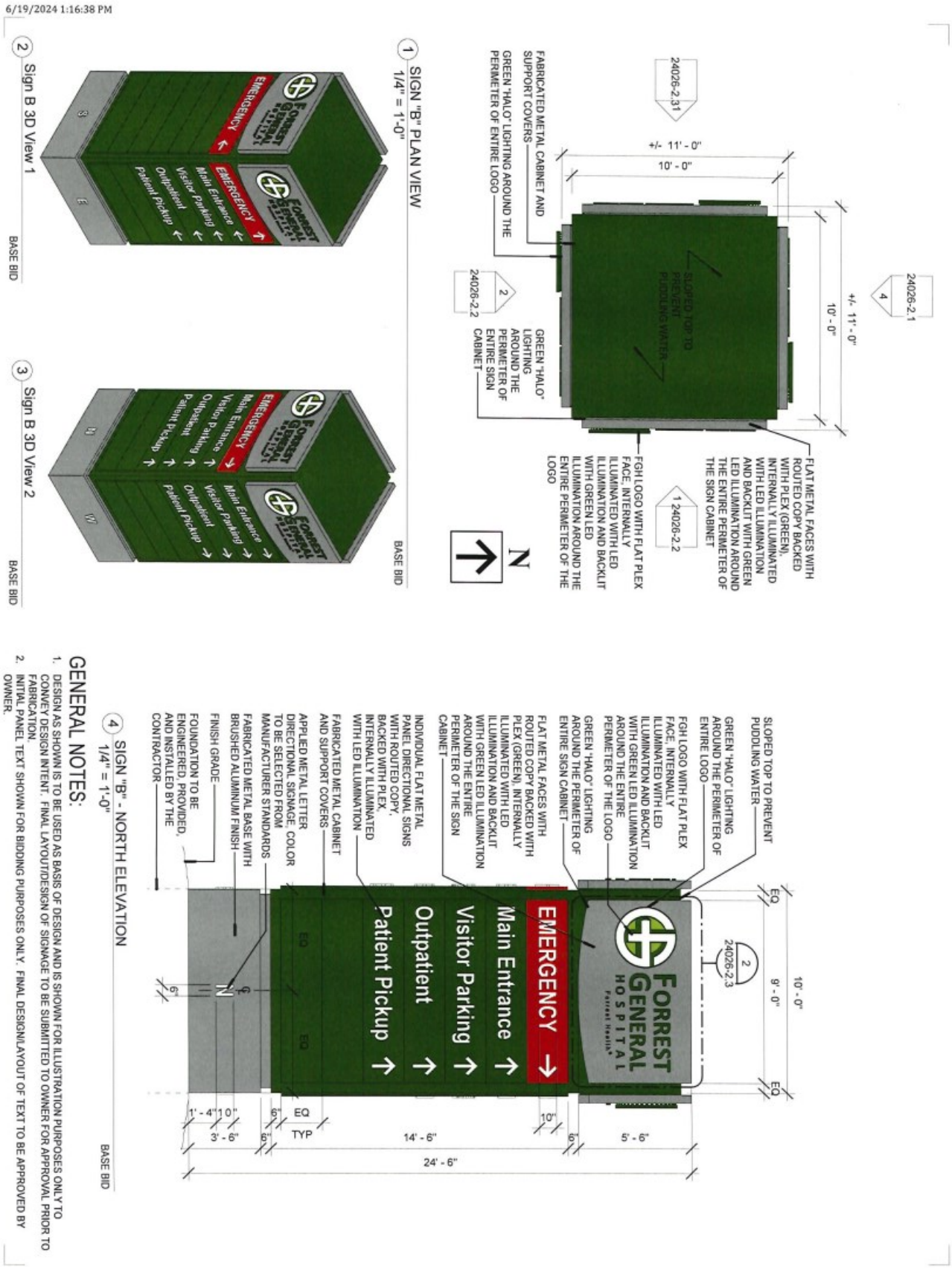


Item C: Sign “A” Area

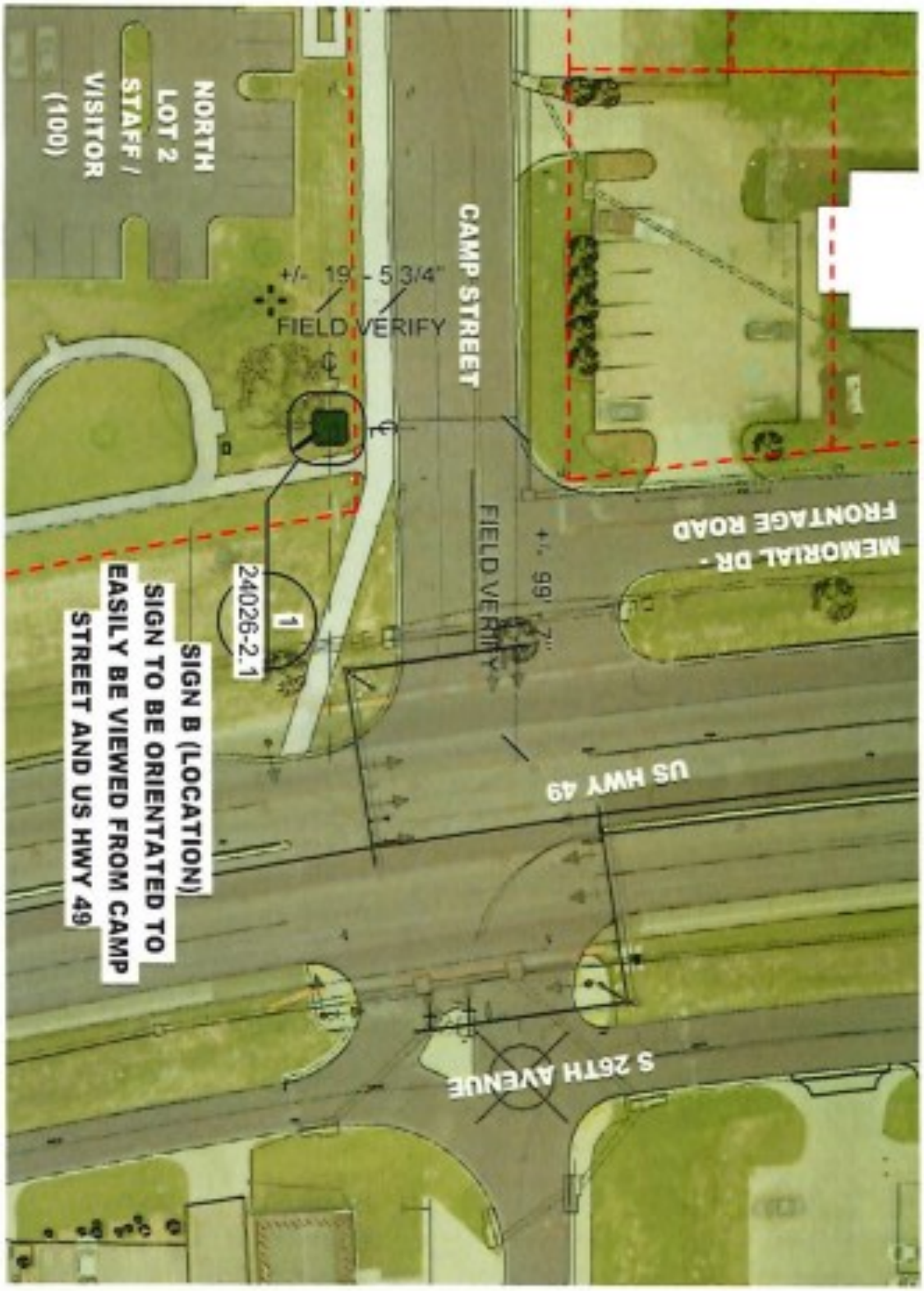




Item D: Sign “B”


6/19/2024 1:16:38 PM
24026-2.1
4
+/- 11' - 0"
10' - 0"
24026-2.31
+/- 11' - 0"
10' - 0"
SLOPED TOP TO PREVENT PUDDLING WATER
FABRICATED METAL CABINET AND SUPPORT COVERS
GREEN "HALO" LIGHTING AROUND THE PERIMETER OF ENTIRE LOGO
2
24026-2.2
GREEN "HALO" LIGHTING AROUND THE PERIMETER OF ENTIRE SIGN CABINET
FLAT METAL FACES WITH ROUTED COPY BACKED WITH PLEX (GREEN), INTERNALLY ILLUMINATED WITH LED ILLUMINATION AND BACKLIT WITH GREEN LED ILLUMINATION AROUND THE ENTIRE PERIMETER OF THE SIGN CABINET
1 24026-2.2
FGH LOGO WITH FLAT PLEX FACE, INTERNALLY ILLUMINATED WITH LED ILLUMINATION AND BACKLIT WITH GREEN LED ILLUMINATION AROUND THE ENTIRE PERIMETER OF THE LOGO
N
1 SIGN "B" PLAN VIEW
1/4" = 1'-0"
BASE BID
2 Sign B 3D View 1
BASE BID
3 Sign B 3D View 2
BASE BID
EMERGENCY
Main Entrance
Visitor Parking
Outpatient
Patient Pickup
FORREST GENERAL HOSPITAL
SLOPED TOP TO PREVENT PUDDLING WATER
GREEN "HALO" LIGHTING AROUND THE PERIMETER OF ENTIRE LOGO
FGH LOGO WITH FLAT PLEX FACE, INTERNALLY ILLUMINATED WITH LED ILLUMINATION AND BACKLIT WITH GREEN LED ILLUMINATION AROUND THE ENTIRE PERIMETER OF THE LOGO
GREEN "HALO" LIGHTING AROUND THE PERIMETER OF ENTIRE SIGN CABINET
FLAT METAL FACES WITH ROUTED COPY BACKED WITH PLEX (GREEN), INTERNALLY ILLUMINATED WITH LED ILLUMINATION AND BACKLIT WITH GREEN LED ILLUMINATION AROUND THE ENTIRE PERIMETER OF THE SIGN CABINET
INDIVIDUAL FLAT METAL PANEL DIRECTIONAL SIGNS WITH ROUTED COPY, BACKED WITH PLEX, INTERNALLY ILLUMINATED WITH LED ILLUMINATION
FABRICATED METAL CABINET AND SUPPORT COVERS
APPLIED METAL LETTER DIRECTIONAL SIGNAGE. COLOR TO BE SELECTED FROM MANUFACTURER STANDARDS
FABRICATED METAL BASE WITH BRUSHED ALUMINUM FINISH
FINISH GRADE
FOUNDATION TO BE ENGINEERED, PROVIDED, AND INSTALLED BY THE CONTRACTOR
EQ
TYP
10' - 0"
9' - 0"
2
24026-2.3
1' - 4" 10"
3' - 6"
6"
14' - 6"
10"
5' - 6"
24' - 6"
4 SIGN "B" - NORTH ELEVATION
1/4" = 1'-0"
BASE BID
GENERAL NOTES:
1. DESIGN AS SHOWN IS TO BE USED AS BASIS OF DESIGN AND IS SHOWN FOR ILLUSTRATION PURPOSES ONLY TO CONVEY DESIGN INTENT. FINAL LAYOUT/DESIGN OF SIGNAGE TO BE SUBMITTED TO OWNER FOR APPROVAL PRIOR TO FABRICATION.
2. INITIAL PANEL TEXT SHOWN FOR BIDDING PURPOSES ONLY. FINAL DESIGN/LAYOUT OF TEXT TO BE APPROVED BY OWNER.

Item D: Sign “B” Site Plan



2 SIGN "B" LOCATION
1" = 60'-0"

Item D: Sign “B” Area



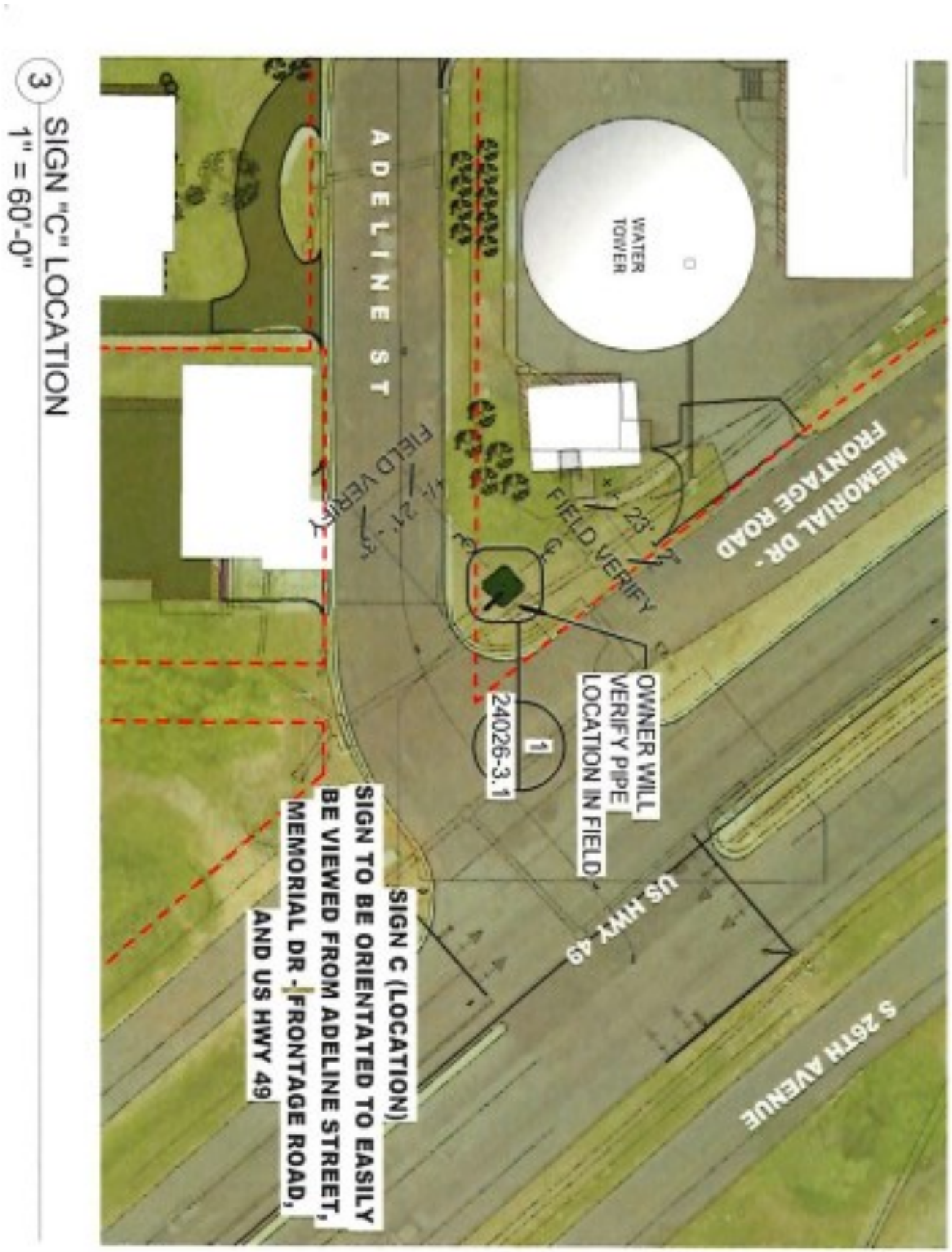


Item D: Sign “B” Area

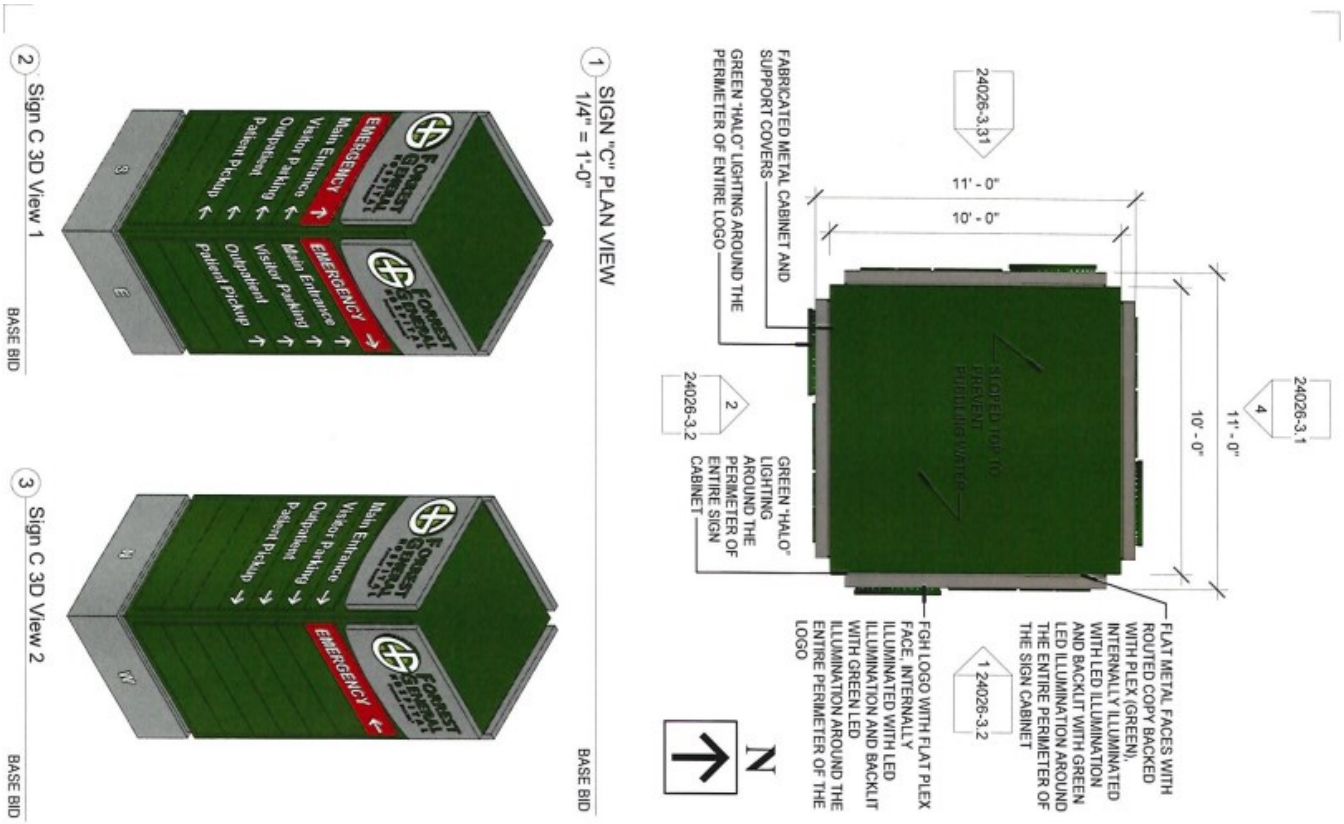


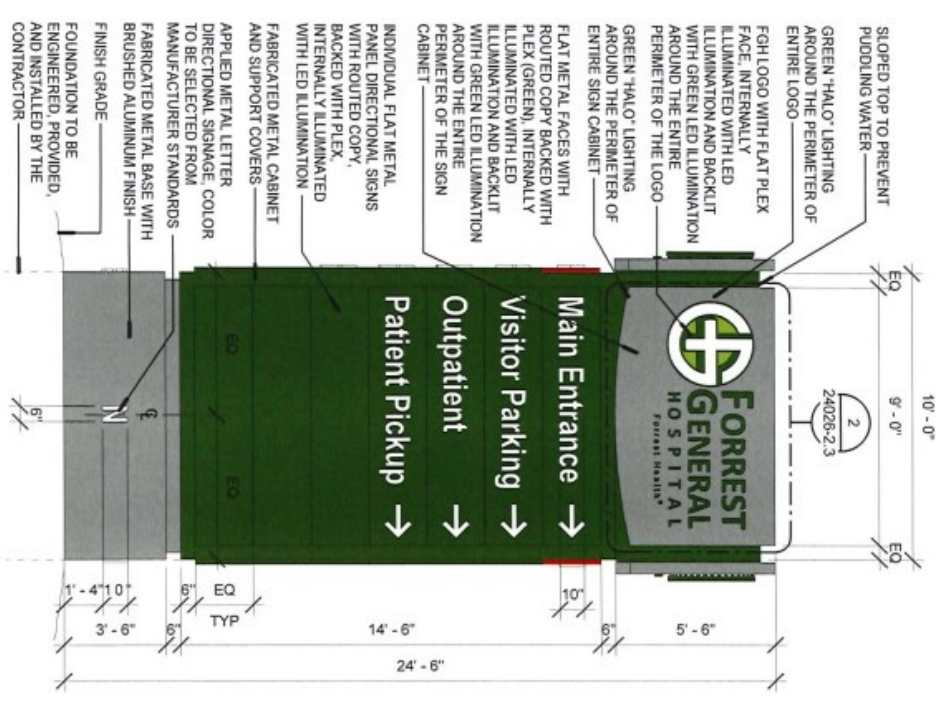


Item E: Sign “C” Site Plan



Item E: Sign “C”





4 SIGN "C" - NORTH ELEVATION
1/4" = 1'-0"
BASE BID

GENERAL NOTES:

1. DESIGN AS SHOWN IS TO BE USED AS BASIS OF DESIGN AND IS SHOWN FOR ILLUSTRATION PURPOSES ONLY TO CONVEY DESIGN INTENT. FINAL LAYOUT/DESIGN OF SIGNAGE TO BE SUBMITTED TO OWNER FOR APPROVAL PRIOR TO FABRICATION.
2. INITIAL PANEL TEXT SHOWN FOR BIDDING PURPOSES ONLY. FINAL DESIGN/LAYOUT OF TEXT TO BE APPROVED BY OWNER.

Item E: Sign “C” Area





Item E: Sign “C” Area





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SEP 20 2024
BY: .....

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: Forrest General Hospital
Project Name: Campus Signage Improvements
Proposed Use(s): Wayfinding Signage
Project Street Address: 6051 US Hwy 49
PPIN Number(s) (if unknown, can be found on tax receipt): 16698, 16706, 28065

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

Application for (check all appropriate types):

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

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

- ☐ Automotive Filling Station
- ☐ Digital Billboard, New
- ☐ Restaurant
- ☐ Telecommunications
- ☐ Digital Billboard, Replacement
- ☐ 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 Districts(s): _____
Project No.: _____

Code Sections:

LDC Section No. _____
Section No. _____
Section No. _____
Section No. _____
Section No. _____

RECIVED DATE & INITIALS:

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

6051 US Hwy 49 (**Street Address**) Hattiesburg (**City**) MS (**State**),

on this the 20th day of September, 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.

Jeff Cook, Vice President and General Counsel

on this the 20th day of September, 2024.

Steven Jackson / Jeff Cook

Property Owner (print)

Property Owner (signature)

STATE OF Mississippi

COUNTY OF Forrest

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 20 day of September, 2024.

Deborah Darby

NOTARY PUBLIC

STATE OF MISSISSIPPI
DEBORAH DARBY
ID NO. 120848
Commission Expires
07/13/2025
NOTARY PUBLIC
FORREST COUNTY

My Commission Expires:

July 13, 2025

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.

Forrest General Hospital is a Level II Trauma Center that serves 19 counties in South Mississippi. There are only three (3) Level II Trauma Center facilities (and one Level I Trauma Center) in the state. Patients and visitors come from all throughout South Mississippi for emergency medical care. This creates the "exeptional condition" described in item (b) above as all other land areas withing the same zoning district do not have the same healthcare related condition.

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

Forrest General Hospital is the only parcel within the MidTown area zoned as EM-9. As previously stated, Forrest General Hospital is also the only emergency medical care facility located within the zoning district. As such, we do not feel as this confers any special privilege to Forrest General Hospital that is denied to other lands or structures in the same zoning district.

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:

_x_ 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)

_x_ 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.

_x_ 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.

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:

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:

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: _____

_____

_____

FORREST GENERAL HOSPITAL
Forrest Health®

Campus Signage Improvements

24026 - INDEX OF DRAWINGS	
24026-0.1	TITLE SHEET
24026-0.2	GENERAL NOTES
24026-0.3	SIGNAGE SPECIFICATIONS
24026-0.4	OVERALL SITE PLAN
24026-0.5	ENLARGED SITE PLANS
24026-1.1	SIGN "A" PLAN & VIEWS
24026-1.2	SIGN "A" ELEVATIONS
24026-1.3	SIGN "A" ENLARGED ELEVATION
24026-2.1	SIGN "B" PLAN & 3D VIEWS
24026-2.2	SIGN "B" ELEVATIONS
24026-2.3	SIGN "B" ELEVATION AND SIGN "B" AND "C" ENLARGED PLAN
24026-3.1	SIGN "C" PLAN & 3D VIEWS
24026-3.2	SIGN "C" ELEVATIONS
24026-3.3	SIGN "C" ELEVATIONS
24026-5.1	SIGN "A" PLAN & VIEWS - ADDITIVE ALTERNATE 1
24026-5.2	SIGN "A" PLAN & VIEWS - ADDITIVE ALTERNATE 1

Engineer Of Record
Dustin Gatlin, P.E.
State of Mississippi #20503
Director of Project Management
Forrest General Hospital
dustin.gatlin@forrestgeneral.com
P: 601.288.2794
6051 US 49, Hattiesburg, MS 39401

From the office of: Planning and Facility Design

FORREST GENERAL HOSPITAL
Forrest Health®

FGH Project ID No.:	200-24-26
Date:	6/19/2024
Drawn By:	CW/BB
Reviewed By:	CW/ DG

CAMPUS SIGNAGE IMPROVEMENTS
FORREST GENERAL HOSPITAL
FORREST GENERAL | HATTIESBURG | MS

DUSTIN B. GATLIN
LICENSED PROFESSIONAL
ENGINEER
6/19/24
20503
STATE OF MISSISSIPPI

TITLE SHEET

Scale:

24026-0.1

6/19/2024 1:16:15 PM

GENERAL NOTES:

1. THE CONTRACTOR WILL COORDINATE POWER SHUT OFF WITH THE OWNER PRIOR TO DEMOLITION OF ELECTRICAL ITEMS.
2. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN A CLEAN AND SAFE WORKING ENVIRONMENT AT ALL TIMES.
3. THE CONTRACTOR IS RESPONSIBLE FOR THE PROPER REMOVAL AND DISPOSAL OF ALL DEMOLISHED BUILDING MATERIALS, DEBRIS, WASTE MATERIALS, AND RUBBISH FROM THE CONSTRUCTION SITE AS RAPIDLY AS POSSIBLE AND SHALL NOT BE ALLOWED TO ACCUMULATE ON THE SITE. WASTE MATERIALS SHALL BECOME PROPERTY OF THE CONTRACTOR AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROPERLY DISPOSING OF ALL MATERIALS OFF-SITE IN A MANNER IN ACCORDANCE WITH APPLICABLE REGULATIONS.
4. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO THE CONCRETE, SIDEWALKS, GRASSING, LANDSCAPING, IRRIGATION SYSTEMS, ETC. AND MUST RETURN IT TO ORIGINAL SITE CONDITIONS.
5. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE INTEGRITY OF THE EXISTING STRUCTURES AROUND THE AREAS OF WORK, AS WELL AS, MOISTURE PROTECTION SYSTEMS.
6. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF ANY AND ALL SITE UTILITIES LOCATED AT THE NEW AND EXISTING SIGN LOCATIONS. ANY ADDITIONAL COST ASSOCIATED WITH LOCATING EXISTING SITE UTILITIES AND/OR RELOCATION OF SITE UTILITIES WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
7. THE CONTRACTOR SHALL VISIT THE SITE AND BECOME FULLY FAMILIAR AND AWARE OF ANY AND ALL EXISTING CONDITIONS AND SITUATIONS. FAILURE TO DO SO WILL NOT RELIEVE THE CONTRACTOR OF PERFORMING WORK REQUIRED BY THE CONTRACT DOCUMENTS.
8. CONTRACTOR IS TO START WORK, AFTER ALL BUILDING MATERIALS HAVE BEEN RECEIVED ON THE JOBSITE. CONTRACTOR IS TO COORDINATE DEMOLITION AND NEW WORK WITH THE OWNER AND TO VERIFY WORKING HOURS FOR THE WORK TO BE COMPLETED TO PREVENT DISTURBANCES WITH THE BUILDING OCCUPANTS.
9. CONTRACTOR IS TO PROVIDE FINAL SIGN LOCATIONS TO THE OWNER FOR REVIEW AND APPROVAL BEFORE MATERIALS ARE ORDERED AND WORK IS PERFORMED.
10. CONTRACTOR IS RESPONSIBLE FOR ANY SOIL BORING TEST COST, IF REQUIRED BY DESIGN, AND TO COORDINATE WITH THE OWNER BEFORE SOIL BORINGS ARE DONE ON SITE.
11. OWNER IS TO PROVIDE POWER TO THE FINAL SIGN LOCATIONS
12. REPRODUCTION OF CONTRACT DOCUMENTS, IN ANY FORM, WILL NOT BE ACCEPTABLE AS SHOP DRAWINGS FOR ANY COMPONENT OR SYSTEM.

GENERAL DEMOLITION NOTES:

1. THE CONTRACTOR IS RESPONSIBLE FOR DEMOLITION AND THE REMOVAL OF THE EXISTING FORREST GENERAL SIGN INCLUDING FOUNDATION ELEMENTS AS REQUIRED TO INSTALL NEW WORK. EXISTING SIGN IS LOCATED AT MAMIE STREET AND MEMORIAL DRIVE - FRONTAGE ROAD INTERSECTION. (SEE SIGN A LOCATION)
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING UTILITIES ARE PROPERLY CLOSED OR SHUT OFF BEFORE ANY DEMOLITION OCCURS SUCH THAT THE REQUIRED DEMOLITION ACTIVITIES MAY SAFELY BE CONDUCTED. THIS WILL REQUIRE OFF-SITE ACTIVITIES TO LOCATE AND PROPERLY TURN OFF VALVES, SWITCHES, ETC. THE CONTRACTOR WILL COORDINATE POWER SHUT OFF WITH THE OWNER PRIOR TO DEMOLITION OF ELECTRICAL ITEMS.
3. UTILITIES MAY EXIST ON THE PROPERTY WHICH ARE NOT IDENTIFIED IN THESE CONSTRUCTION DOCUMENTS. ALL EXCAVATIONS SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS AND UTILITIES SHALL BE VERIFIED AS NECESSARY PRIOR TO PERFORMING ANY EXCAVATIONS ON THE PROPERTY.
4. CONTRACTOR IS RESPONSIBLE FOR ANY AND ALL DAMAGED UTILITY LINES AND EXISTING COMPONENTS THAT OCCUR DURING DEMOLITION AND NEW WORK.
5. OWNER IS TO REMOVE AND REINSTALL LANDSCAPING INCLUDING CMU RETAINING WALLS AT THE EXISTING DIGITAL SIGN LOCATION. (SIGN "A" LOCATION).
6. DEMOLITION WORK OF THE EXISTING SIGN IS TO START AFTER THE LANDSCAPING HAS BEEN REMOVED BY THE OWNER. CONTRACTOR IS TO COORDINATE WITH THE OWNER FOR THE REMOVAL AND REINSTALLATION OF THE LANDSCAPING AROUND THE EXISTING DIGITAL SIGN.

GENERAL NEW WORK NOTES:

1. ALL EXPOSED MATERIALS AND EDGES TO RECEIVE FINISHES TO MATCH ADJACENT FINISHES. SEE PLANS FOR COLOR CHOICES. PAINT TO BE BAKED ENAMEL/TWO-COMPONENT ACRYLIC POLYURETHANE AND MUST HAVE COLOR RETENTION AGAINST UV RADIATION AND OTHER ENVIRONMENTAL FACTORS.
2. ALL EXTERIOR SIGNAGE MUST BE PROVIDED BY A SINGLE MANUFACTURER. EXTERIOR SIGNAGE MUST BE OF THE DESIGN, DETAIL, SIZES, TYPES, AND MESSAGE CONTENT SHOWN ON THE DRAWINGS, MUST CONFORM TO THE REQUIREMENTS SPECIFIED, AND MUST BE PROVIDED AT THE LOCATIONS INDICATED. SUBMIT EXTERIOR SIGNAGE SCHEDULE IN ELECTRONIC MEDIA WITH SPREAD SHEET FORMAT. SPREAD SHEET MUST INCLUDE SIGN LOCATION, SIGN TYPE, AND MESSAGE. SIGNS MUST BE COMPLETE WITH LETTERING, FRAMING AS DETAILED, AND RELATED COMPONENTS FOR A COMPLETE INSTALLATION. EACH SAMPLE MUST CONSIST OF A COMPLETE SIGN PANEL WITH LETTERS AND SYMBOLS. SAMPLES MAY BE INSTALLED IN THE WORK, PROVIDED EACH SAMPLE IS IDENTIFIED AND LOCATION RECORDED. SUBMIT THREE COLOR SAMPLES FOR EACH MATERIAL REQUIRING COLOR AND 305 MM 12 INCH SQUARE SAMPLE OF SIGN FACE COLOR SAMPLE.
3. EXTERIOR SIGNAGE AND FOUNDATION MUST BE DESIGNED TO WITHSTAND REQUIRED MPH WINDLOADS FOR THE AREA AS REQUIRED BY THE MOST CURRENT IBC/ICC VERSIONS. SUBMIT DESIGN ANALYSIS AND SUPPORTING CALCULATIONS PERFORMED IN SUPPORT OF REQUIRED SIGNAGE.
4. SIGN MANUFACTURER'S STANDARD PERFORMANCE GUARANTEES OR WARRANTIES THAT EXTEND BEYOND FIVE YEARS OF INSTALL MUST BE PROVIDED.
5. SIGNAGE FOUNDATIONS ARE TO BE STRUCTURALLY DESIGNED BY A LICENSED ENGINEER AT THE COST OF THE CONTRACTOR. ENGINEER STAMPED SHOP DRAWINGS ARE TO BE PROVIDED TO THE OWNER TO REVIEW.
6. THE CONTRACTOR IS REQUIRED TO PROVIDE AND INSTALL STRUCTURAL SIGN FOUNDATIONS WITH ALL STRUCTURAL COMPONENTS TO ALLOW SIGNS TO BE INSTALLED.
7. SIGNAGE IS TO BE INSPECTED AFTER INSTALL AND TO BE FREE OF ANY AND ALL DEFECTS IN ALL BUT NOT LIMITED TO SCREEN PIXELATION, PAINT QUALITY, DENTS, SCRATCHES, LIGHT REDUCTION, ETC.
8. THE DIGITAL SIGN IS REQUIRED TO ALLOW THE OWNER TO UPLOAD INFORMATION TO THE SCREEN WITHOUT THE NEED OF A SUBSCRIPTION OF A THIRD PARTY SOFTWARE. SIGNAGE COMPANY IS TO COORDINATE WITH THE OWNER ON SOFTWARE AND EQUIPMENT TO ALLOW THE DIGITAL IMAGERY TO BE SELF SUPPORTED BY THE OWNER. CONTRACTOR IS RESPONSIBLE FOR ANY ADDITIONAL COST ASSOCIATED WITH ADDITIONAL EQUIPMENT AND SOFTWARE THAT IS NEEDED TO ACHIEVE AN OWNER SELF SUPPORTED DIGITAL SIGN. (ONE EXAMPLE: THE COST TO PROVIDE AND INSTALL A SEMI-COOLED SPACE FOR A OWNER SUPPLIED PC FOR THE DIGITAL SIGN)
9. COLOR SAMPLES AND SHOP DRAWINGS ARE TO BE SUBMITTED TO THE OWNER FOR REVIEW AND APPROVAL BEFORE MATERIALS ARE ORDERED.

COLOR FINISHES:

1. DARK GREEN - PMS 364
2. WHITE
3. RED - PMS 485
4. LIGHT GREEN - PMS 376
5. BRUSHED ALUMINUM

FINISH SAMPLES ARE TO BE SUBMITTED TO THE OWNER FOR REVIEW AND APPROVAL BEFORE MATERIALS ARE ORDERED.

ALTERNATES:

BASE BID: INCLUDES ALL WORK AS SHOWN ON CONSTRUCTION DOCUMENTS.

ALTERNATE NO.2 : SIGN "A" - INCLUDES COST TO INCREASE OVERALL SIGN HEIGHT TO 43'-0" AND INCREASE MESSAGE BOARD SIZE TO 15'X20'-SEE ELEVATIONS.

ABBREVIATIONS

EQ	EQUAL
TYP	TYPICAL
MIN	MINIMUM

SYMBOLS

ELEVATION TAG

SHEET NUMBER — X / Y — ELEVATION NUMBER

ENLARGED PLAN TAG

DETAIL NUMBER — X

SHEET NUMBER — Y

6/19/2024 1:16:15 PM

From the office of: Planning and Facility Design

FORREST GENERAL HOSPITAL
Forrest Health

FGH Project ID No.:	200-24-26
Date:	6/19/2024
Drawn By:	CW/BB
Reviewed By:	CW/ DG

CAMPUS SIGNAGE IMPROVEMENTS
FORREST GENERAL HOSPITAL
FORREST GENERAL | HATTIESBURG | MS

DUSTIN B. GATLIN
LICENSED PROFESSIONAL
ENGINEER
6/19/24
20503
STATE OF MISSISSIPPI

GENERAL NOTES

Scale:

24026-0.2

SIGNAGE SPECIFICATIONS:

SIGN A:

- PYLON SECTION TO BE FABRICATED ALUMINUM SUPPORT FRAME WITH INTERNAL STEEL SADDLES FOR A "SLIP FIT" OVER STEEL SUPPORT POLES. THE EXTERIOR OF THE PYLON IS TO BE FABRICATED .090 ALUMINUM SHEET LAMINATED WITH .040 ALUMINUM SHEET WITH BRUSHED AND ANODIZED FINISH. SEAMS IN THE METAL WILL RUN VERTICALLY AND WILL BE SUBMITTED ON THE SHOP DRAWINGS FOR APPROVED BY FORREST GENERAL HOSPITAL PRIOR TO FABRICATION.
- THE "FORREST GENERAL HOSPITAL" SIGN PANELS ARE TO BE SURFACE MOUNTED TO THE PYLON SECTION AND WILL HAVE GREEN "HALO" LIGHTING AROUND THE PERIMETER OF ENTIRE SIGN CABINET. THE CABINET ITSELF IS INTERNALLY ILLUMINATED WITH WHITE LEDS AND WILL HAVE ROUTED COPY BACKED WITH WHITE PLEX FOR THE "FORREST GENERAL HOSPITAL" AND "FORREST HEALTH" LINES OF COPY.
- THE 5' DIAMETER, INTERNALLY ILLUMINATED (WHITE LEDS) LOGO WILL BE 4" DEEP WITH FLAT PLEX FACES (SECURED IN PLACE WITH PAINTED ALUMINUM RETAINER) AND FIRST SURFACE VINYL GRAPHICS WITH 3M CLEAR OVERLAMINATE AND WILL HAVE GREEN "HALO" LIGHTING AROUND THE PERIMETER OF THE LOGO CABINET.
- THE EMERGENCY PANEL WILL BE ROUTED FROM THE PYLON SECTION AND BACKED WITH WHITE PLEX LAMINATED WITH 3M RED VINYL AND 3M CLEAR OVERLAMINATE AND BACKED WITH WHITE LED ILLUMINATION.
- THE ELECTRONIC MESSAGE CENTER (EMC) WILL BE A FULL COLOR DISPLAY WITH A RESOLUTION OF 10MM. THE EMC WILL HAVE FULL VIDEO CAPABILITIES, HARD WIRED AND WIRELESS COMMUNICATIONS, AND CLOUD-BASED INTERNET SCHEDULING. INCLUDED IN THE CONTRACT WILL BE FULL ON-SITE OPERATOR TRAINING CLASSES FOR HOSPITAL STAFF, INITIAL CONTENT GENERATION FOR IMAGES TO BE DISPLAYED ON THE SIGN AT TIME OF POWER CONNECTION, AND REMOTE ACCESS TO THE SIGN FOR TROUBLESHOOTING PURPOSES. STANDARD WARRANTY FOR THE EMC WILL BE 5 YEAR PARTS REPLACEMENT AND ONE YEAR ON SITE LABOR. APPROVED PROVIDERS FOR THE EMC WILL BE WATCHFIRE SIGNS, DAKTRONICS, OR OWNER APPROVED EQUAL.

SIGN B:

- PYLON SECTION TO BE FABRICATED STEEL SUPPORT FRAME WITH INTERNAL STEEL SADDLES FOR A "SLIP FIT" OVER A NEW STEEL SUPPORT POLE IMBEDDED IN A DRILLED FOUNDATION. THE EXTERIOR OF THE PYLON IS TO BE FABRICATED .090 ALUMINUM SHEET LAMINATED WITH .040 ALUMINUM SHEET WITH BRUSHED AND ANODIZED FINISH. SEAMS IN THE METAL WILL RUN VERTICALLY AND WILL BE SUBMITTED ON THE SHOP DRAWINGS FOR APPROVED BY FORREST GENERAL HOSPITAL PRIOR TO FABRICATION. THE GREEN SECTIONS OF THE PYLON WILL BE .040 ALUMINUM SHEETING LAMINATED OVER THE .090 ALUMINUM BASE LAYER AND PAINTED PER HOSPITAL COLOR SPECIFICATIONS.
- THE "FORREST GENERAL HOSPITAL" SIGN PANELS (QTY 4) ARE TO BE SURFACE MOUNTED TO THE PYLON SECTION AND WILL HAVE GREEN "HALO" LIGHTING AROUND THE PERIMETER OF ENTIRE SIGN CABINET. THE CABINET ITSELF IS INTERNALLY ILLUMINATED WITH GREEN LEDS AND WILL HAVE ROUTED COPY BACKED
- CLEAR PLEX OVERLAID WITH 3M GREEN VINYL FOR THE "FORREST GENERAL HOSPITAL" AND "FORREST HEALTH" LINES OF COPY.
- THE 3' DIAMETER, INTERNALLY ILLUMINATED (WHITE LEDS) LOGOS (QTY 4) WILL BE 4" DEEP WITH FLAT PLEX FACES (SECURED IN PLACE WITH PAINTED ALUMINUM RETAINER) AND FIRST SURFACE VINYL GRAPHICS WITH 3M CLEAR OVERLAMINATE AND WILL HAVE GREEN "HALO" LIGHTING AROUND THE PERIMETER OF THE LOGO CABINET.
- THE INTERNALLY ILLUMINATED DIRECTIONAL SIGN CABINETS (QTY 4) WILL BE FABRICATED AND PAINTED ALUMINUM AND WILL BE SURFACE MOUNTED TO THE PYLON SECTION OF THE SIGN. THE INDIVIDUAL DIRECTIONAL PANELS WILL BE FLAT PAINTED .063 ALUMINUM WITH ROUTED COPY BACKED WITH WHITE PLEX AND BACKED WITH WHITE LED ILLUMINATION.

SIGN C:

- PYLON SECTION TO BE FABRICATED STEEL SUPPORT FRAME WITH INTERNAL STEEL SADDLES FOR A "SLIP FIT" OVER A NEW STEEL SUPPORT POLE IMBEDDED IN A DRILLED FOUNDATION. THE EXTERIOR OF THE PYLON IS TO BE FABRICATED .090 ALUMINUM SHEET LAMINATED WITH .040 ALUMINUM SHEET WITH BRUSHED AND ANODIZED FINISH. SEAMS IN THE METAL WILL RUN VERTICALLY AND WILL BE SUBMITTED ON THE SHOP DRAWINGS FOR APPROVED BY FORREST GENERAL HOSPITAL PRIOR TO FABRICATION. THE GREEN SECTIONS OF THE PYLON WILL BE .040 ALUMINUM SHEETING LAMINATED OVER THE .090 ALUMINUM BASE LAYER AND PAINTED PER HOSPITAL COLOR SPECIFICATIONS.
- THE "FORREST GENERAL HOSPITAL" SIGN PANELS (QTY 4) ARE TO BE SURFACE MOUNTED TO THE PYLON SECTION AND WILL HAVE GREEN "HALO" LIGHTING AROUND THE PERIMETER OF ENTIRE SIGN CABINET. THE CABINET ITSELF IS INTERNALLY ILLUMINATED WITH GREEN LEDS AND WILL HAVE ROUTED COPY BACKED
- CLEAR PLEX OVERLAID WITH 3M GREEN VINYL FOR THE "FORREST GENERAL HOSPITAL" AND "FORREST HEALTH" LINES OF COPY.
- THE 3' DIAMETER, INTERNALLY ILLUMINATED (WHITE LEDS) LOGOS (QTY 4) WILL BE 4" DEEP WITH FLAT PLEX FACES (SECURED IN PLACE WITH PAINTED ALUMINUM RETAINER) AND FIRST SURFACE VINYL GRAPHICS WITH 3M CLEAR OVERLAMINATE AND WILL HAVE GREEN "HALO" LIGHTING AROUND THE PERIMETER OF THE LOGO CABINET.
- THE INTERNALLY ILLUMINATED DIRECTIONAL SIGN CABINETS (QTY 4) WILL BE FABRICATED AND PAINTED ALUMINUM AND WILL BE SURFACE MOUNTED TO THE PYLON SECTION OF THE SIGN. THE INDIVIDUAL DIRECTIONAL PANELS WILL BE FLAT PAINTED .063 ALUMINUM WITH ROUTED COPY BACKED WITH WHITE PLEX AND BACKED WITH WHITE LED ILLUMINATION.

From the office of: Planning and Facility Design

FORREST GENERAL HOSPITAL
Forrest Health

FGH Project ID No.:	200-24-26
Date:	6/19/2024
Drawn By:	CW/BB
Reviewed By:	CW/ DG

CAMPUS SIGNAGE IMPROVEMENTS
FORREST GENERAL HOSPITAL
FORREST GENERAL | HATTIESBURG | MS

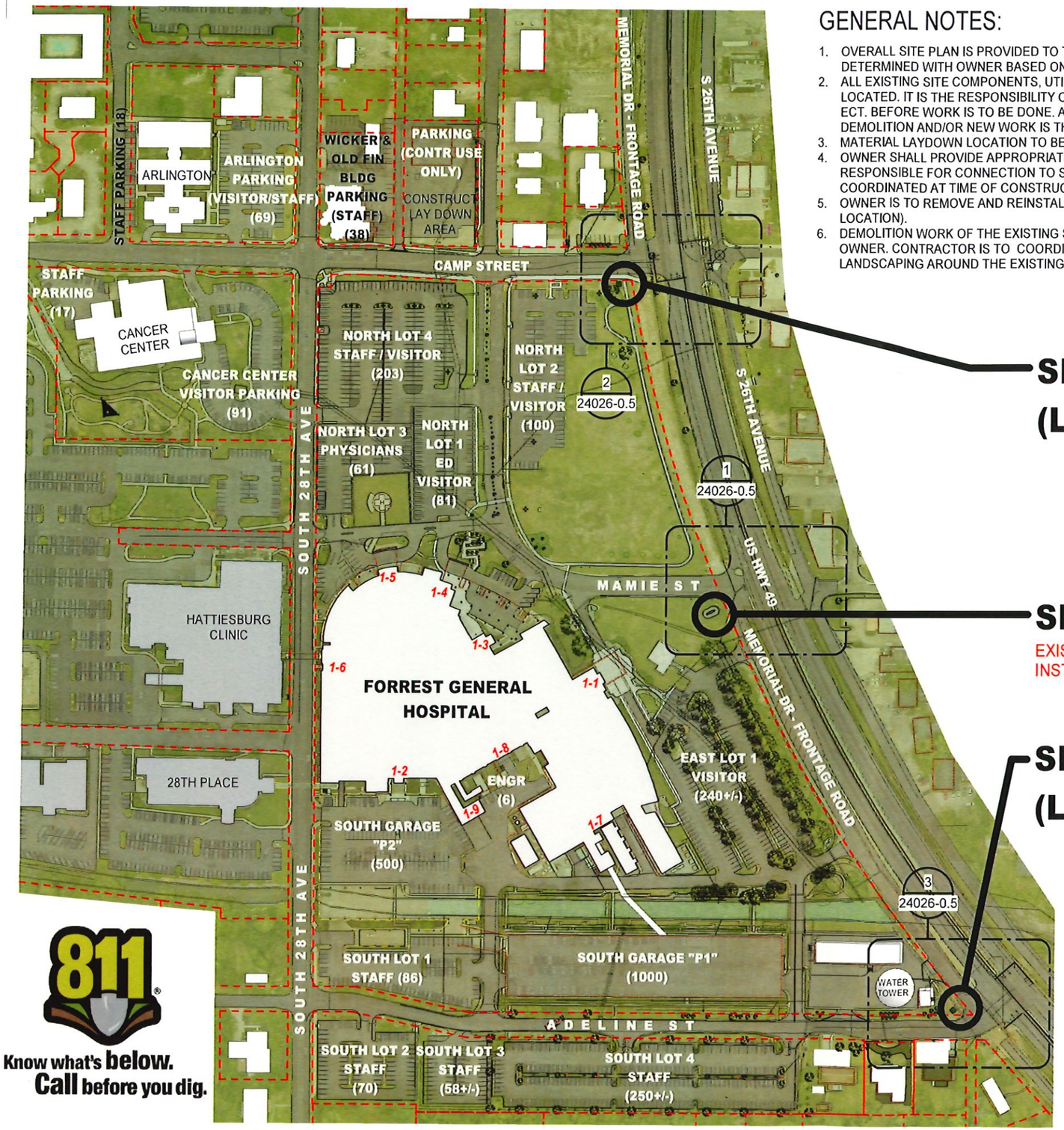
DUSTIN B. GATLIN
LICENSED PROFESSIONAL
ENGINEER
6/19/24
20503
STATE OF MISSISSIPPI

SIGNAGE SPECIFICATIONS

Scale:

24026-0.3

6/19/2024 1:16:15 PM



811 Know what's below. Call before you dig.

6/19/2024 1:16:29 PM

GENERAL NOTES:

1. OVERALL SITE PLAN IS PROVIDED TO THE CONTRACT AND IS APPROXIMATE. FINAL SIGN LOCATIONS TO BE FIELD DETERMINED WITH OWNER BASED ON SITE CONDITIONS AT TIME OF CONSTRUCTION.
2. ALL EXISTING SITE COMPONENTS, UTILITIES, SITE CONDITIONS, ETC. ARE TO BE FIELD VERIFIED AND FIELD LOCATED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL EXISTING SITE CONDITIONS, UTILITIES, ECT. BEFORE WORK IS TO BE DONE. ANY DAMAGES TO THE EXISTING COMPONENTS AND/OR SYSTEMS DURING DEMOLITION AND/OR NEW WORK IS THE RESPONSIBILITY OF THE CONTRACTOR.
3. MATERIAL LAYDOWN LOCATION TO BE COORDINATED WITH OWNER PRIOR TO CONSTRUCTION.
4. OWNER SHALL PROVIDE APPROPRIATE POWER TO EACH SIGN SITE. CONTRACTOR/ VENDOR SHALL BE RESPONSIBLE FOR CONNECTION TO SIGN. EXACT POWER REQUIREMENTS AND CONNECTIONS SHALL BE COORDINATED AT TIME OF CONSTRUCTION.
5. OWNER IS TO REMOVE AND REINSTALL LANDSCAPING AT THE EXISTING DIGITAL SIGN LOCATION. (SIGN "A" LOCATION).
6. DEMOLITION WORK OF THE EXISTING SIGN IS TO START AFTER THE LANDSCAPING HAS BEEN REMOVED BY THE OWNER. CONTRACTOR IS TO COORDINATE WITH THE OWNER FOR THE REMOVAL AND REINSTALLATION OF THE LANDSCAPING AROUND THE EXISTING DIGITAL SIGN.

SIGN "B" - MONUMENT SIGN (LOCATION)

SIGN "A" - DIGITAL SIGN

EXISTING SIGN TO BE REMOVED IN ITS ENTIRETY TO INSTALL NEW WORK.

SIGN "C" - MONUMENT SIGN (LOCATION)

1 OVERALL SITE PLAN
1" = 200'-0"

0 100' 200' 400'
0 2"
1" = 200'-0"

N

From the office of: Planning and Facility Design

FORREST GENERAL HOSPITAL
Forrest Health

FGH Project ID No.:	200-24-26
Date:	6/19/2024
Drawn By:	CW/BB
Reviewed By:	CW/ DG

CAMPUS SIGNAGE IMPROVEMENTS
FORREST GENERAL HOSPITAL

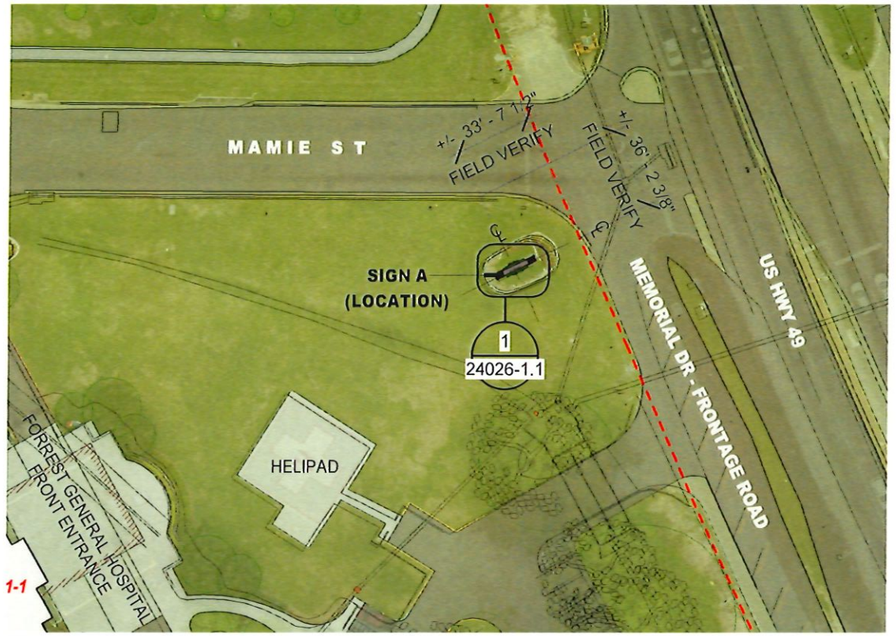
FORREST GENERAL | HATTIESBURG | MS

DUSTIN B. GATLIN
LICENSED PROFESSIONAL
ENGINEER
6/19/24
20503
STATE OF MISSISSIPPI

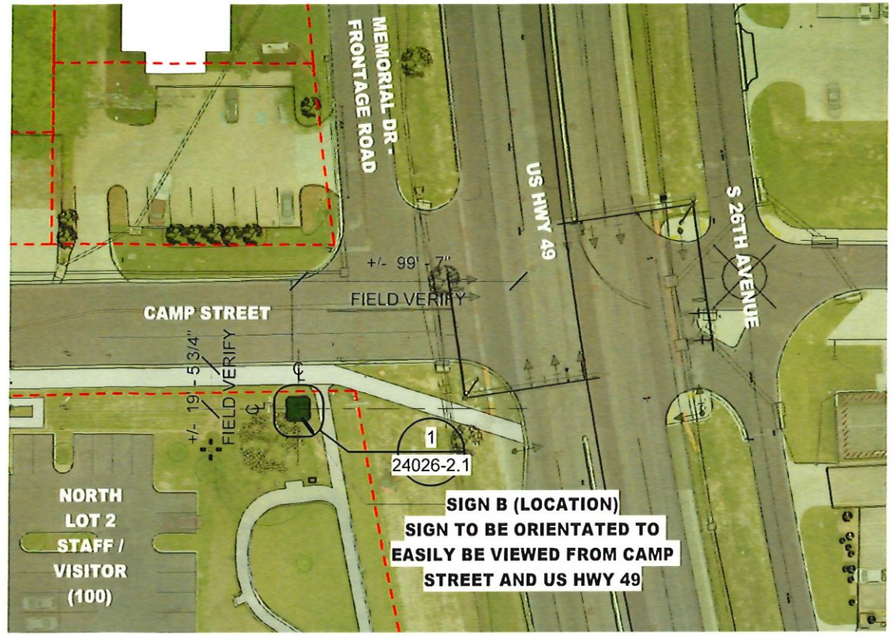
OVERALL SITE PLAN

Scale: 1" = 200'-0"

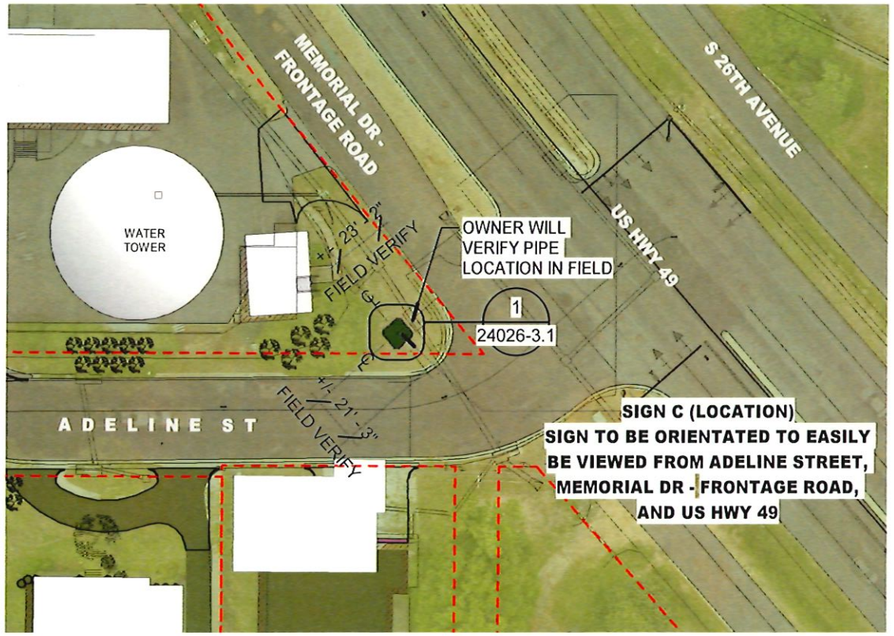
24026-0.4



1 SIGN "A" LOCATION
1" = 60'-0"



2 SIGN "B" LOCATION
1" = 60'-0"



3 SIGN "C" LOCATION
1" = 60'-0"

GENERAL NOTES:

1. OVERALL SITE PLAN IS PROVIDED TO THE CONTRACT AND IS APPROXIMATE. FINAL SIGN LOCATIONS TO BE FIELD DETERMINED WITH OWNER BASED ON SITE CONDITIONS AT TIME OF CONSTRUCTION.
2. ALL EXISTING SITE COMPONENTS, UTILITIES, SITE CONDITIONS, ETC. ARE TO BE FIELD VERIFIED AND FIELD LOCATED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL EXISTING SITE CONDITIONS, UTILITIES, ECT. BEFORE WORK IS TO BE DONE. ANY DAMAGES TO THE EXISTING COMPONENTS AND/OR SYSTEMS DURING DEMOLITION AND/OR NEW WORK IS THE RESPONSIBILITY OF THE CONTRACTOR.
3. MATERIAL LAYDOWN LOCATION TO BE COORDINATED WITH OWNER PRIOR TO CONSTRUCTION.
4. OWNER SHALL PROVIDE APPROPRIATE POWER TO EACH SIGN SITE. CONTRACTOR/ VENDOR SHALL BE RESPONSIBLE FOR CONNECTION TO SIGN. EXACT POWER REQUIREMENTS AND CONNECTIONS SHALL BE COORDINATED AT TIME OF CONSTRUCTION.
5. OWNER IS TO REMOVE AND REINSTALL LANDSCAPING AT THE EXISTING DIGITAL SIGN LOCATION. (SIGN "A" LOCATION).
6. DEMOLITION WORK OF THE EXISTING SIGN IS TO START AFTER THE LANDSCAPING HAS BEEN REMOVED BY THE OWNER. CONTRACTOR IS TO COORDINATE WITH THE OWNER FOR THE REMOVAL AND REINSTALLATION OF THE LANDSCAPING AROUND THE EXISTING DIGITAL SIGN.



EXISTING DIGITAL SIGN TO BE REMOVED IN ITS ENTIRETY BY CONTRACTOR TO INSTALL NEW WORK

EXISTING LANDSCAPING AND RETAINING WALL TO BE REMOVED BY OWNER IN ITS ENTIRETY PRIOR TO CONSTRUCTION. EXISTING FOUNDATION ELEMENTS TO BE REMOVED OR REMAIN AS REQ'D TO INSTALL NEW WORK.

4 EXISTING SIGN

811 Know what's below. Call before you dig.

0 30' 60' 120'
0 2"
1" = 60'-0"

N

From the office of: Planning and Facility Design

FORREST GENERAL HOSPITAL
Forrest Health

FGH Project ID No.:	200-24-26
Date:	6/19/2024
Drawn By:	CW/BB
Reviewed By:	CW/ DG

CAMPUS SIGNAGE IMPROVEMENTS
FORREST GENERAL HOSPITAL
FORREST GENERAL | HATTIESBURG | MS

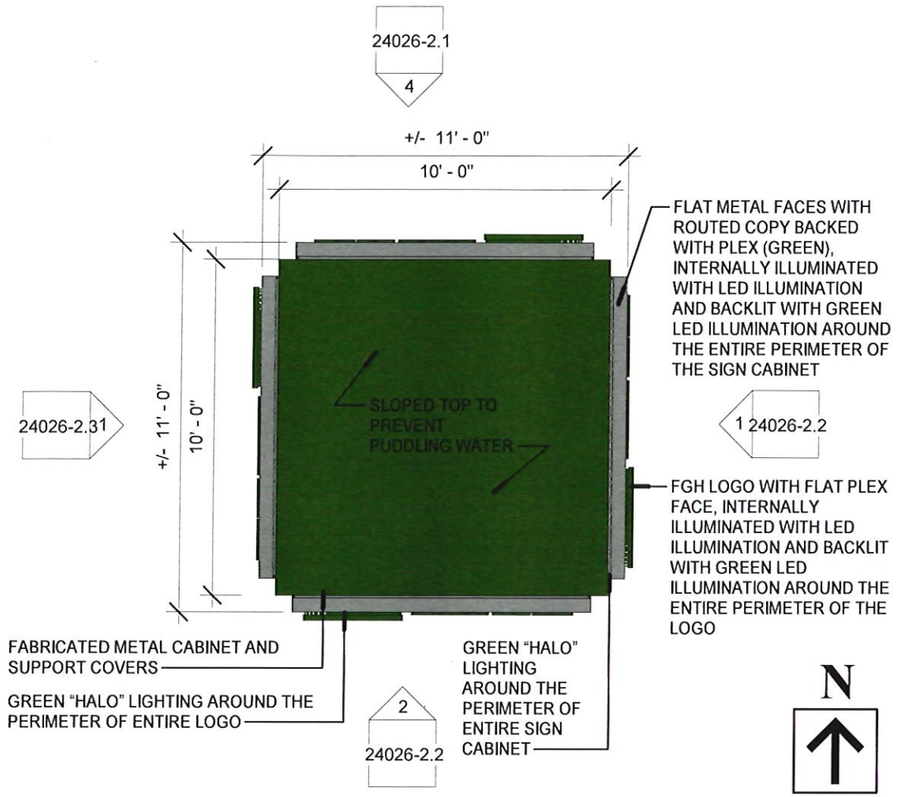
DUSTIN B. GATLIN
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ENGINEER
6/19/24
20503
STATE OF MISSISSIPPI

ENLARGED SITE PLANS

Scale: As indicated

24026-0.5

6/19/2024 1:16:31 PM



1 SIGN "B" PLAN VIEW
1/4" = 1'-0"

BASE BID



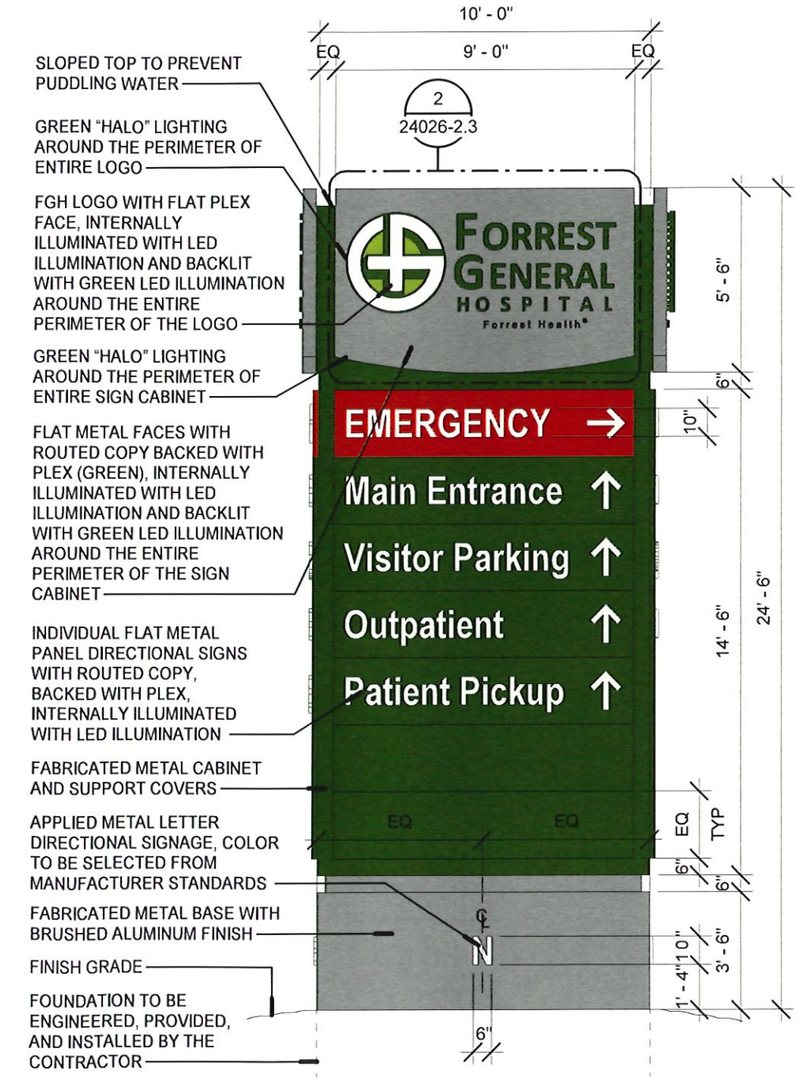
2 Sign B 3D View 1

BASE BID



3 Sign B 3D View 2

BASE BID



4 SIGN "B" - NORTH ELEVATION
1/4" = 1'-0"

BASE BID

GENERAL NOTES:

1. DESIGN AS SHOWN IS TO BE USED AS BASIS OF DESIGN AND IS SHOWN FOR ILLUSTRATION PURPOSES ONLY TO CONVEY DESIGN INTENT. FINAL LAYOUT/DESIGN OF SIGNAGE TO BE SUBMITTED TO OWNER FOR APPROVAL PRIOR TO FABRICATION.
2. INITIAL PANEL TEXT SHOWN FOR BIDDING PURPOSES ONLY. FINAL DESIGN/LAYOUT OF TEXT TO BE APPROVED BY OWNER.

6/19/2024 1:16:38 PM

From the office of: Planning and Facility Design

FORREST GENERAL HOSPITAL
Forrest Health

FGH Project ID No.:	200-24-26
Date:	6/19/2024
Drawn By:	CW/BB
Reviewed By:	CW/ DG

CAMPUS SIGNAGE IMPROVEMENTS
FORREST GENERAL HOSPITAL

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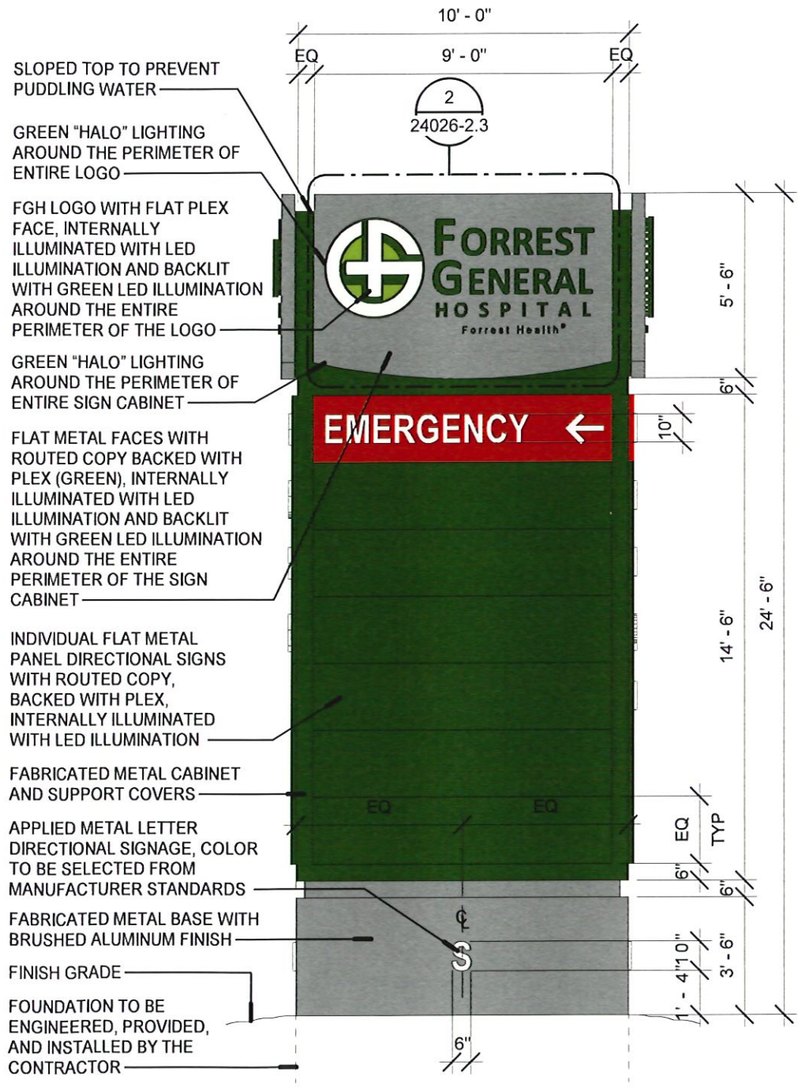
SIGN "B" PLAN & 3D VIEWS

Scale: 1/4" = 1'-0"

24026-2.1



1 SIGN "B" - EAST ELEVATION
1/4" = 1'-0"
BASE BID



2 SIGN "B" - SOUTH ELEVATION
1/4" = 1'-0"
BASE BID

GENERAL NOTES:

1. DESIGN AS SHOWN IS TO BE USED AS BASIS OF DESIGN AND IS SHOWN FOR ILLUSTRATION PURPOSES ONLY TO CONVEY DESIGN INTENT. FINAL LAYOUT/DESIGN OF SIGNAGE TO BE SUBMITTED TO OWNER FOR APPROVAL PRIOR TO FABRICATION.
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From the office of: Planning and Facility Design

FORREST GENERAL HOSPITAL
Forrest Health

FGH Project ID No.:	200-24-26
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Reviewed By:	CW/ DG

CAMPUS SIGNAGE IMPROVEMENTS
FORREST GENERAL HOSPITAL

FORREST GENERAL | HATTIESBURG | MS

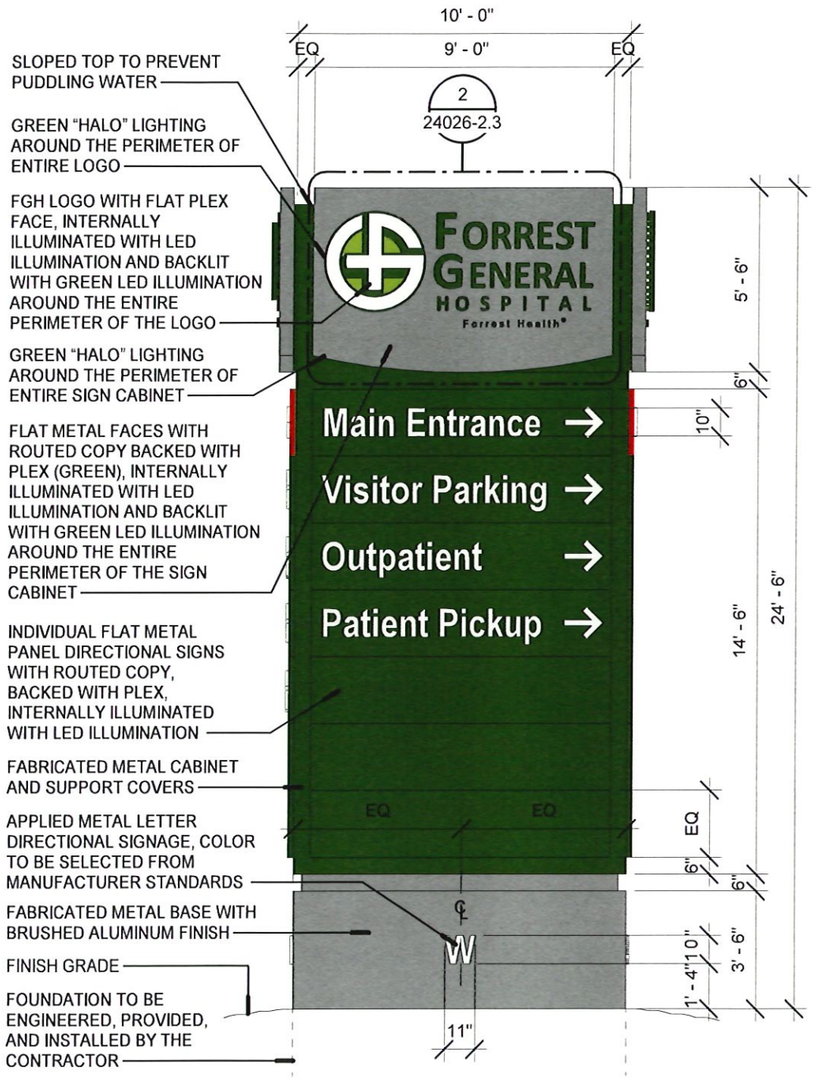
DUSTIN B. GATLIN
LICENSED PROFESSIONAL
ENGINEER
6/19/24
20503
STATE OF MISSISSIPPI

SIGN "B" ELEVATIONS

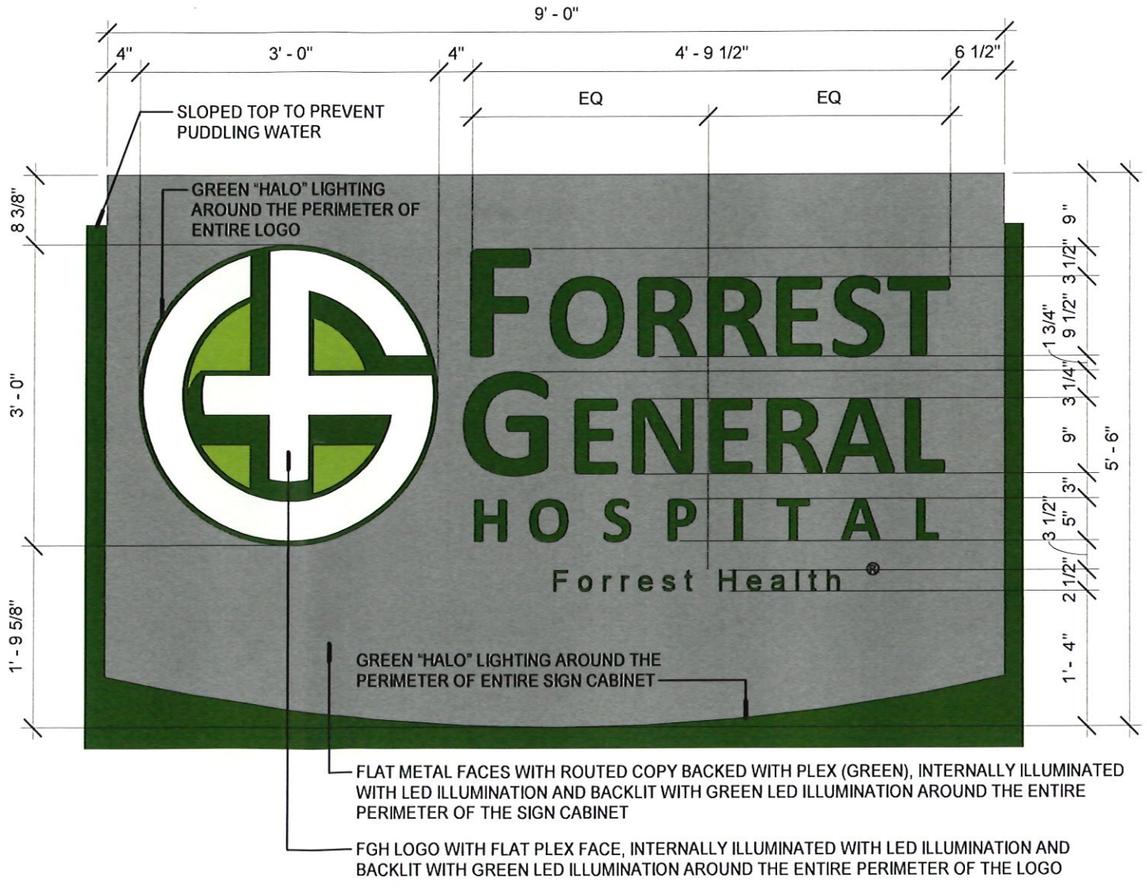
Scale: 1/4" = 1'-0"

24026-2.2

6/19/2024 1:16:39 PM



1 SIGN "B" - WEST ELEVATION
1/4" = 1'-0"
BASE BID



2 SIGN "B" AND "C" - ENLARGED PLAN
3/4" = 1'-0"
BASE BID

GENERAL NOTES:

1. DESIGN AS SHOWN IS TO BE USED AS BASIS OF DESIGN AND IS SHOWN FOR ILLUSTRATION PURPOSES ONLY TO CONVEY DESIGN INTENT. FINAL LAYOUT/DESIGN OF SIGNAGE TO BE SUBMITTED TO OWNER FOR APPROVAL PRIOR TO FABRICATION.
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From the office of: Planning and Facility Design

FORREST GENERAL HOSPITAL
Forrest Health®

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CAMPUS SIGNAGE IMPROVEMENTS
FORREST GENERAL HOSPITAL

FORREST GENERAL | HATTIESBURG | MS

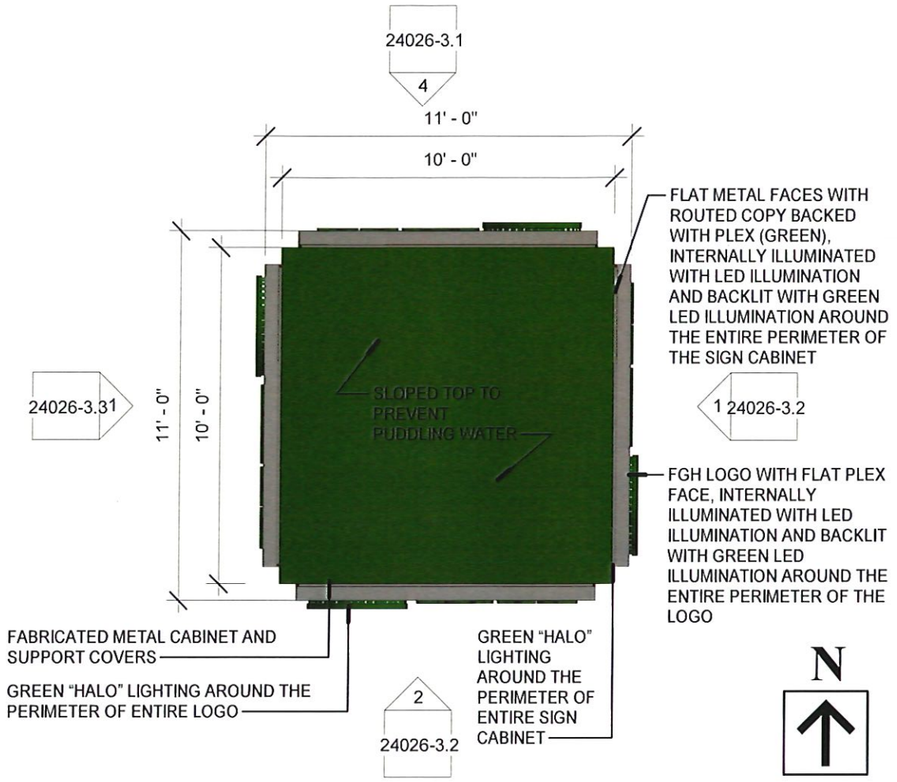
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LICENSED PROFESSIONAL
ENGINEER
6/19/24
20503
STATE OF MISSISSIPPI

SIGN "B" ELEVATION AND SIGN "B" AND "C" ENLARGED PLAN

Scale: As indicated

24026-2.3

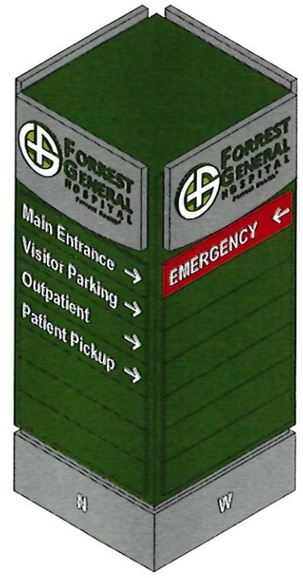
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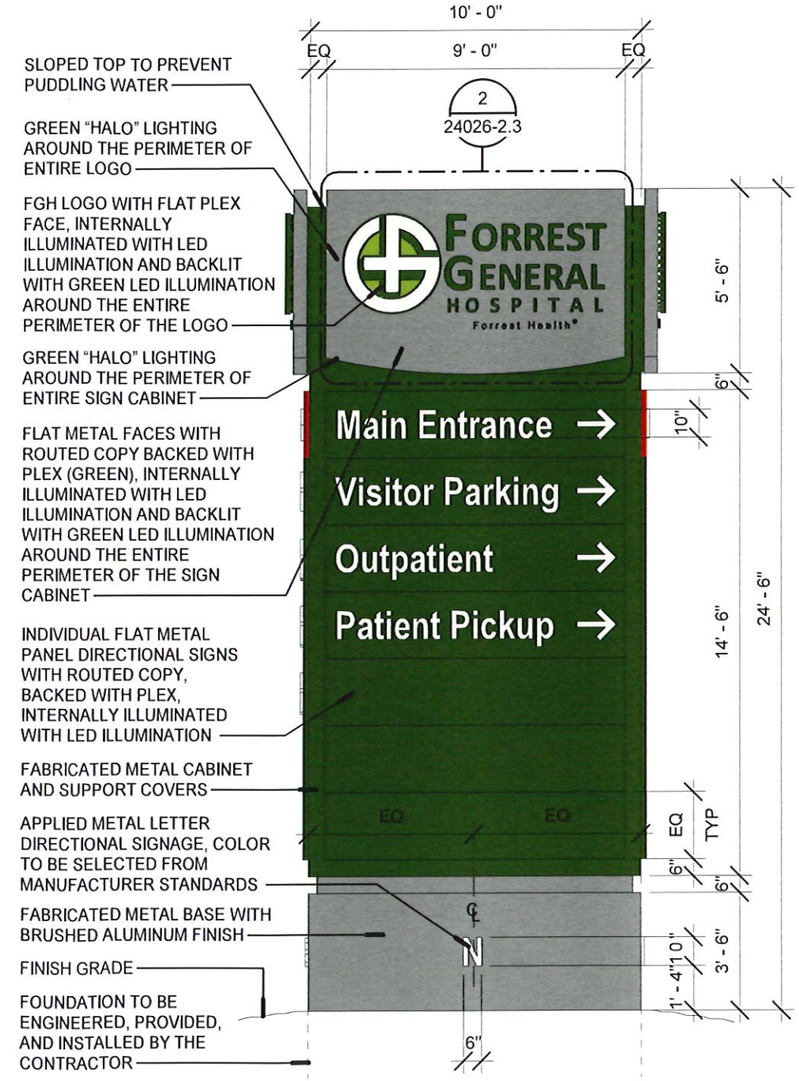
1 SIGN "C" PLAN VIEW
1/4" = 1'-0"
BASE BID



2 Sign C 3D View 1
BASE BID



3 Sign C 3D View 2
BASE BID



4 SIGN "C" - NORTH ELEVATION
1/4" = 1'-0"
BASE BID

GENERAL NOTES:

1. DESIGN AS SHOWN IS TO BE USED AS BASIS OF DESIGN AND IS SHOWN FOR ILLUSTRATION PURPOSES ONLY TO CONVEY DESIGN INTENT. FINAL LAYOUT/DESIGN OF SIGNAGE TO BE SUBMITTED TO OWNER FOR APPROVAL PRIOR TO FABRICATION.
2. INITIAL PANEL TEXT SHOWN FOR BIDDING PURPOSES ONLY. FINAL DESIGN/LAYOUT OF TEXT TO BE APPROVED BY OWNER.

6/19/2024 1:16:42 PM

From the office of: Planning and Facility Design

FORREST GENERAL HOSPITAL
Forrest Health

FGH Project ID No.:	200-24-26
Date:	6/19/2024
Drawn By:	CW/BB
Reviewed By:	CW/ DG

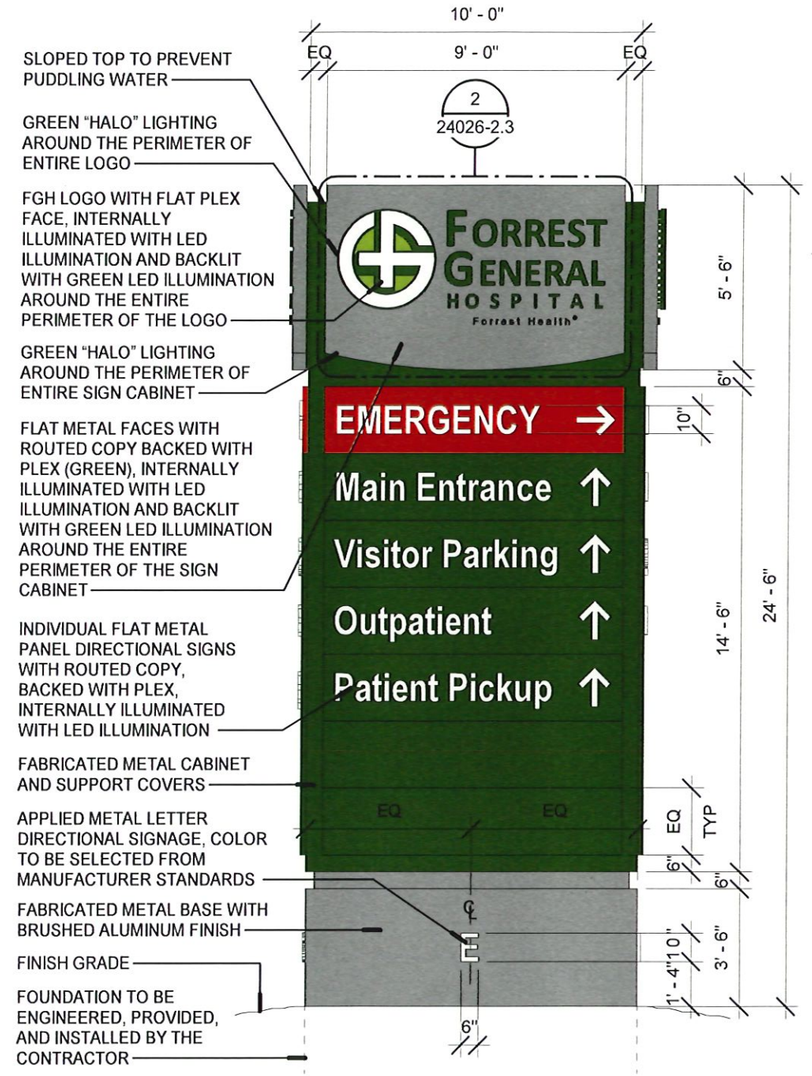
CAMPUS SIGNAGE IMPROVEMENTS
FORREST GENERAL HOSPITAL
FORREST GENERAL | HATTIESBURG | MS

DUSTIN B. GATLIN
LICENSED PROFESSIONAL
ENGINEER
6/19/24
20503
STATE OF MISSISSIPPI

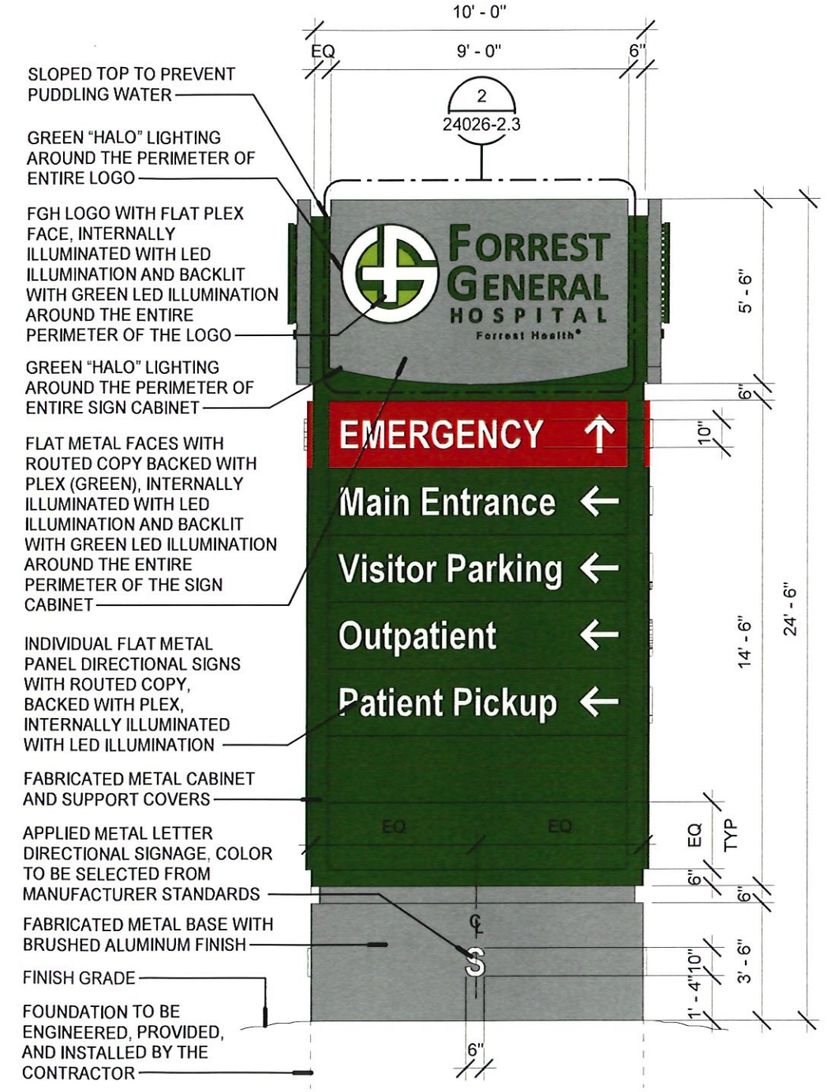
SIGN "C" PLAN & 3D VIEWS

Scale: 1/4" = 1'-0"

24026-3.1



1 SIGN "C" - EAST ELEVATION
1/4" = 1'-0"
BASE BID



2 SIGN "C" - SOUTH ELEVATION
1/4" = 1'-0"
BASE BID

GENERAL NOTES:

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FORREST GENERAL HOSPITAL
Forrest Health

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CAMPUS SIGNAGE IMPROVEMENTS
FORREST GENERAL HOSPITAL
FORREST GENERAL | HATTIESBURG | MS

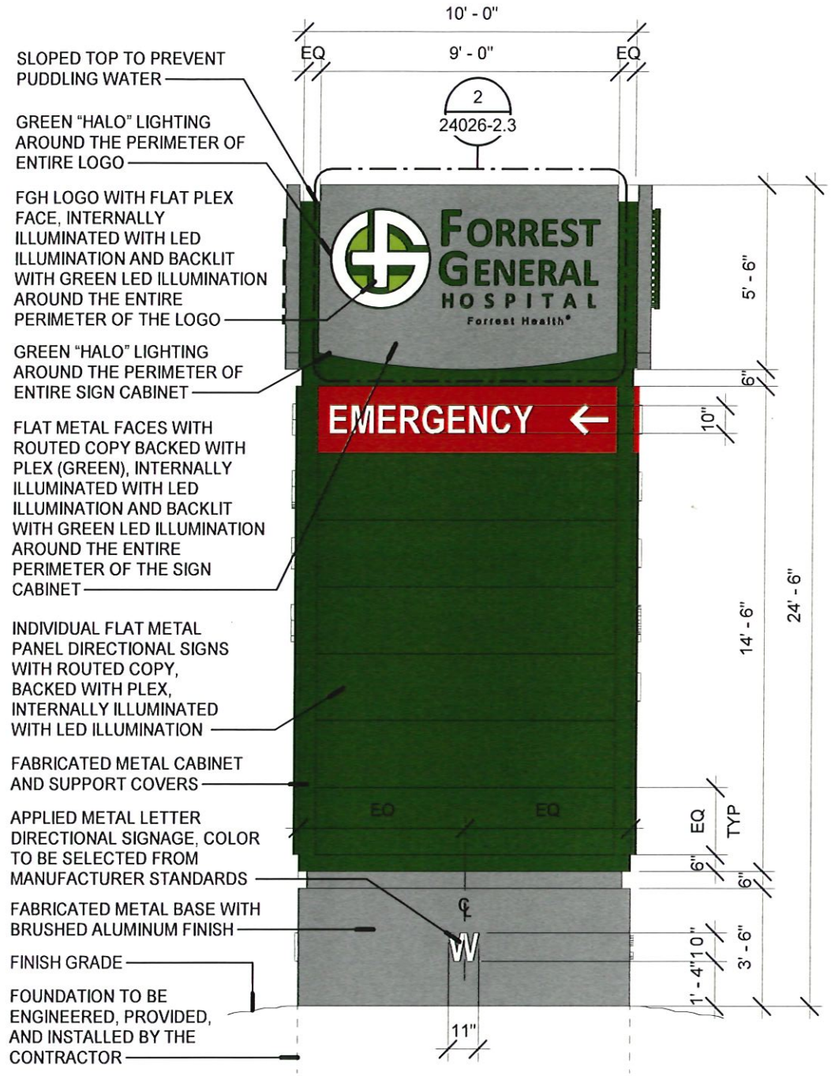
DUSTIN B. GATLIN
LICENSED PROFESSIONAL
ENGINEER
6/19/24
20503
STATE OF MISSISSIPPI

SIGN "C" ELEVATIONS

Scale: 1/4" = 1'-0"

24026-3.2

6/19/2024 1:16:43 PM



1 SIGN "C" - WEST ELEVATION
1/4" = 1'-0"

BASE BID

6/19/2024 1:16:43 PM

GENERAL NOTES:

1. DESIGN AS SHOWN IS TO BE USED AS BASIS OF DESIGN AND IS SHOWN FOR ILLUSTRATION PURPOSES ONLY TO CONVEY DESIGN INTENT. FINAL LAYOUT/DESIGN OF SIGNAGE TO BE SUBMITTED TO OWNER FOR APPROVAL PRIOR TO FABRICATION.
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Forrest Health

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CAMPUS SIGNAGE IMPROVEMENTS
FORREST GENERAL HOSPITAL

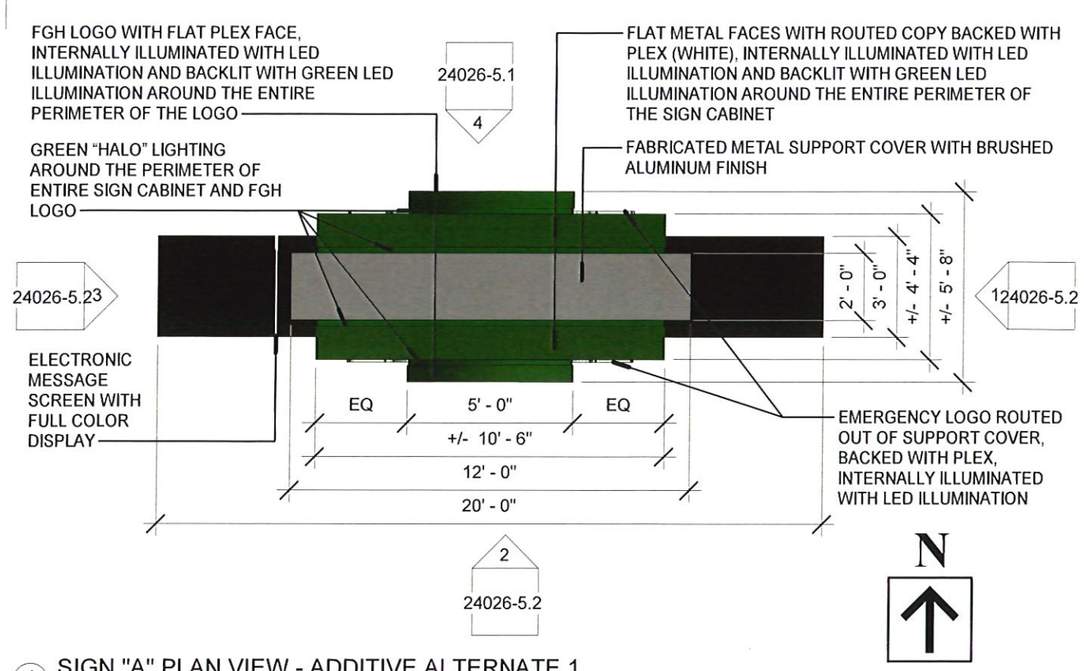
FORREST GENERAL | HATTIESBURG | MS

DUSTIN B. GATLIN
LICENSED PROFESSIONAL
ENGINEER
6/19/24
20503
STATE OF MISSISSIPPI

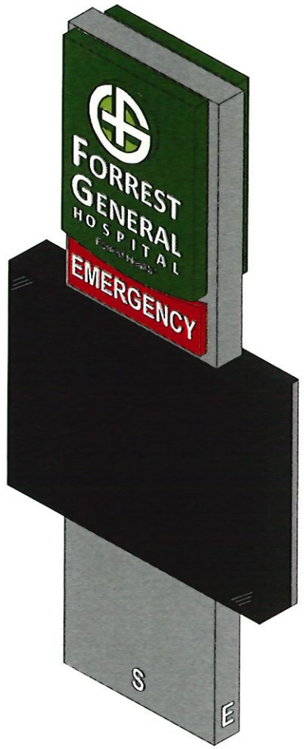
SIGN "C" ELEVATIONS

Scale: 1/4" = 1'-0"

24026-3.3



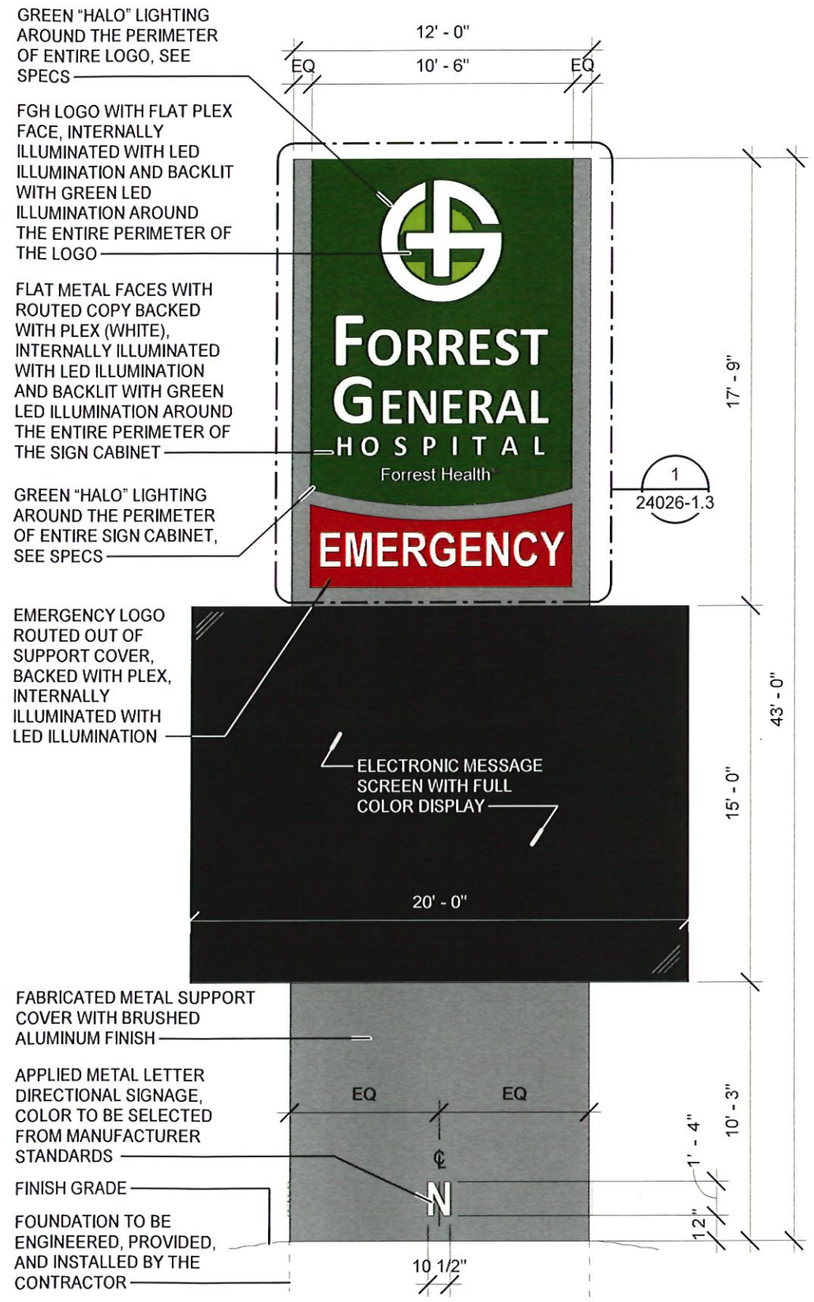
1 SIGN "A" PLAN VIEW - ADDITIVE ALTERNATE 1
1/4" = 1'-0"



2 SIGN "A" 3D VIEW -ADDITIVE ALTERNATE 1 - SE



3 SIGN "A" 3D VIEW -ADDITIVE ALTERNATE 1 - NW



4 SIGN "A" - ADDITIVE ALTERNATE 1 - NORTH ELEVATION
3/16" = 1'-0"

NOTE: DESIGN AS SHOWN IS TO BE USED AS BASIS OF DESIGN AND IS SHOWN FOR ILLUSTRATION PURPOSES ONLY TO CONVEY DESIGN INTENT. FINAL LAYOUT/DESIGN OF SIGNAGE TO BE SUBMITTED TO OWNER FOR APPROVAL PRIOR TO FABRICATION.

6/19/2024 1:16:46 PM

From the office of: Planning and Facility Design

FORREST GENERAL HOSPITAL
Forrest Health

FGH Project ID No.:	200-24-26
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Reviewed By:	CW/ DG

CAMPUS SIGNAGE IMPROVEMENTS
FORREST GENERAL HOSPITAL

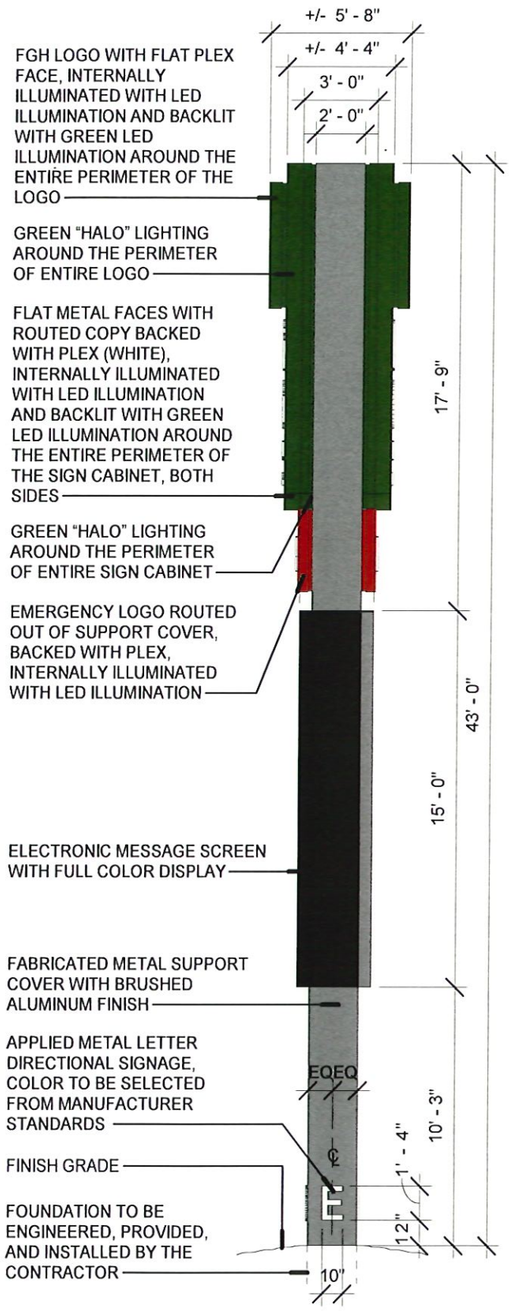
FORREST GENERAL | HATTIESBURG | MS

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LICENSED PROFESSIONAL
ENGINEER
6/19/24
20503
STATE OF MISSISSIPPI

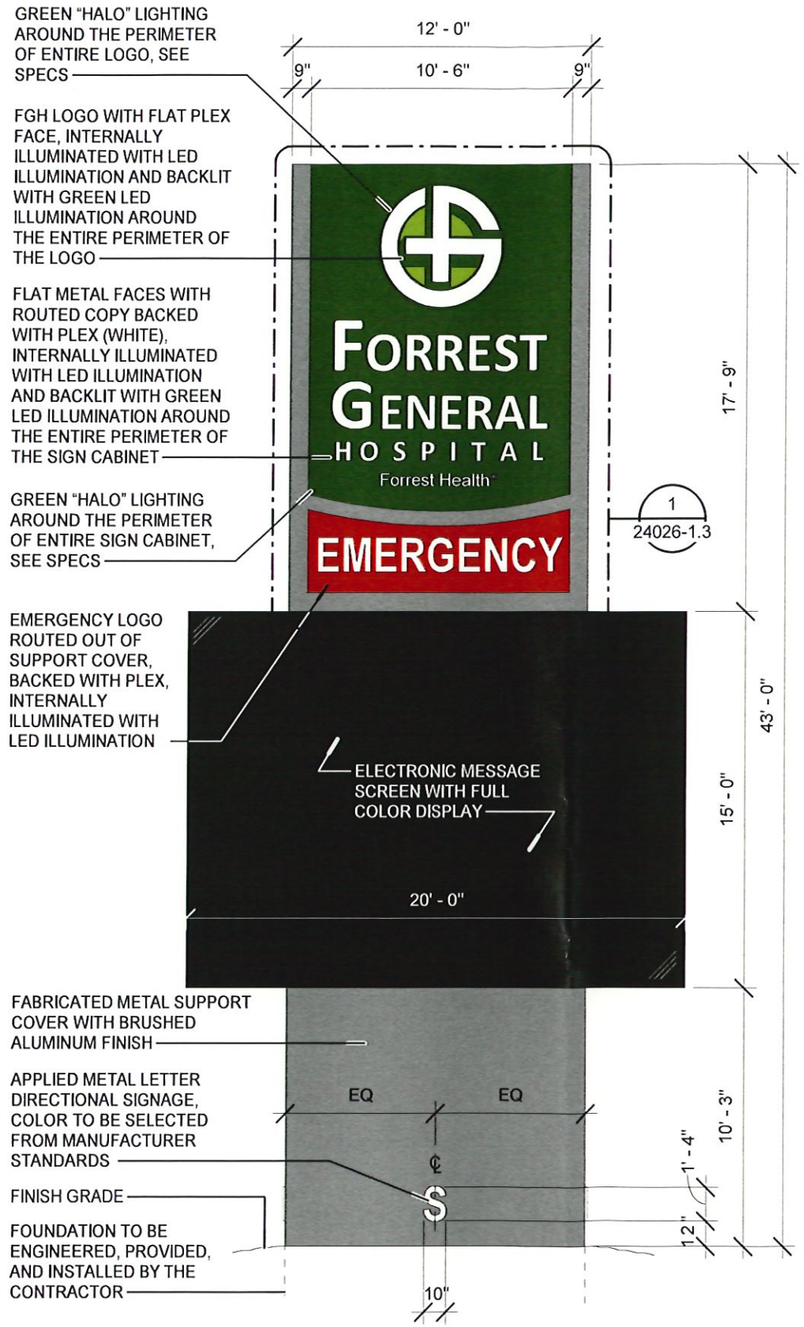
SIGN "A" PLAN & VIEWS - ADDITIVE ALTERNATE 1

Scale: As indicated

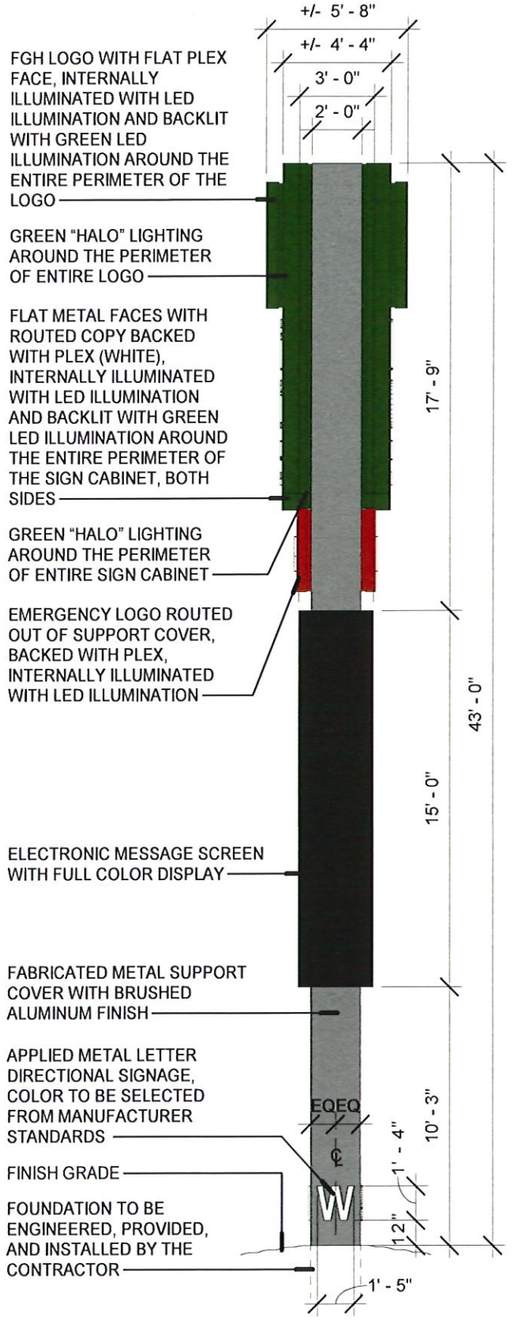
24026-5.1



1 SIGN "A" - ADDITIVE ALTERNATE 1 - EAST ELEVATION
3/16" = 1'-0"



2 SIGN "A" - ADDITIVE ALTERNATE 1 - SOUTH ELEVATION
3/16" = 1'-0"



3 SIGN "A" - ADDITIVE ALTERNATE 1 - WEST ELEVATION
3/16" = 1'-0"

NOTE: DESIGN AS SHOWN IS TO BE USED AS BASIS OF DESIGN AND IS SHOWN FOR ILLUSTRATION PURPOSES ONLY TO CONVEY DESIGN INTENT. FINAL LAYOUT/DESIGN OF SIGNAGE TO BE SUBMITTED TO OWNER FOR APPROVAL PRIOR TO FABRICATION.

6/19/2024 1:16:46 PM

From the office of: Planning and Facility Design

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Forrest Health

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CAMPUS SIGNAGE IMPROVEMENTS
FORREST GENERAL HOSPITAL

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LICENSED PROFESSIONAL
ENGINEER
6/19/24
20503
STATE OF MISSISSIPPI

SIGN "A" PLAN & VIEWS - ADDITIVE ALTERNATE 1

Scale: 3/16" = 1'-0"

24026-5.2

793

STATE OF MISSISSIPPI

COUNTY OF FORREST

55479

2003 OCT -9 A 9:05

WARRANTY DEED

FOR A VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, we, the undersigned DAVID ALLEN, CHARLES E. MARSHALL, LYNN CARTLIDGE, JOHNNY DUPREE and BILLY HUDSON, SR., being the presently elected, qualified and acting members of the Board of Supervisors of Forrest County, Mississippi, and being the successors in office of C. E. Fairley, Carl E. Berry, Sr., Luther G. Lee, J. A. P. Carter and Jesse P. Bounds, the members of the Board of Supervisors of Forrest County, Mississippi on February 10, 1949, and the Grantees under that certain Warranty Deed executed by R. B. Thomas and Mrs. R. B. Thomas recorded in Land Deed Book 106 at Pages 186 through 187, inclusive, in the office of the Chancery Clerk of Forrest County, Mississippi, do hereby grant, bargain, sell, convey and warrant to FORREST COUNTY, MISSISSIPPI the following described real property lying and being situate in the City of Hattiesburg, Forrest County, Mississippi, to wit:

Block 19 - Remnants of Lots 13, 14 and 15;

Block 20 - Entire Block, less highway right-of-way;

Block 21 - Lots 1 through 22, inclusive;

Block 22 - Lots 1 through 14, inclusive;

Block 23 - Entire Block, consisting of Lots 1 through 24, inclusive;

Block 24 - Entire Block, less right-of-way and less that portion of Lots 1 and 2 lying East of right-of-way; and

Block 25 - Remnants of Lots 13 and 14,

all of said property being located and situated in the Hattiesburg Heights Fourth Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi;

TOGETHER WITH all improvements thereon and appurtenances thereunto belonging.

The above described real property is being conveyed to Forrest County, Mississippi, for the use and benefit of Forrest County

General Hospital and the same is hereby dedicated for hospital purposes and said real property shall constitute a part of the facilities of said hospital to be operated by its Board of Trustees.

The Grantors, and each of them, have executed and delivered this Warranty Deed in their representative capacities as members of the Board of Supervisors of Forrest County, Mississippi and not individually and this deed is being executed and delivered in accordance with an order of the Board of Supervisors of Forrest County, Mississippi adopted at a meeting thereof duly and legally held on October 2, 2000.

WITNESS THE SIGNATURE OF THE GRANTORS on this 2nd day of October, A.D., 2000.

DAVID ALLEN

CHARLES E. MARSHALL

LYNN CARTLIDGE

JOHNNY DUPREE

BILLY HUDSON, SR.

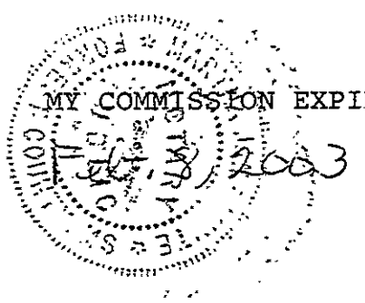
STATE OF MISSISSIPPI

COUNTY OF FORREST

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said state and county, within my jurisdiction, DAVID ALLEN, CHARLES E. MARSHALL, LYNN CARTLIDGE, JOHNNY DUPREE and BILLY HUDSON, SR., who each acknowledged that they are members of the Board of Supervisors of Forrest County, Mississippi, and that as such they signed, executed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned for and on behalf, in the name as the act and deed of said Board of Supervisors, they first being duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this 2nd day of October, A.D., 2000.

Martha Jane White
NOTARY PUBLIC



MY COMMISSION EXPIRES:
Feb. 3, 2003

NAME, ADDRESS AND TELEPHONE NUMBER OF GRANTORS:

Board of Supervisors
Forrest County, Mississippi
Paul B. Johnson, Jr. Chancery Facility
641 Main Street
Hattiesburg, MS 39401
Telephone: (601) 545-6007

NAME, ADDRESS AND TELEPHONE NUMBER OF GRANTEE:

Forrest County, Mississippi
Paul B. Johnson, Jr. Chancery Facility
641 Main Street
Hattiesburg, MS 39401
Telephone: (601) 545-6007

THIS INSTRUMENT WAS PREPARED BY:

James F. McKenzie
MSB #2674
HEIDELBERG & WOODLIFF, P.A.
Post Office Box 1070
Hattiesburg, MS 39403-1070
Telephone: (601) 545-8180

INDEXING INSTRUCTIONS:

Index under Blocks 19 through 25, inclusive, in the Hattiesburg Heights Fourth Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi

BOOK 0849 PAGE 56

MINUTES OF THE

REGULAR MEETING OF THE

BOARD OF ADJUSTMENT

November 6th, 2024

Board Members Roll Call:

Members Present:

1. Bernard Green, Vice Chair
    a. Late (3:39). Missed Agenda approval and October Minutes Approval. Present from items A-G.
2. Richard Conville
    a. Left early (5:30). Present from items A-F.
3. Shawn Harris, Chair
4. Brandon E.J. Williams
5. Eric Boney
6. Herman Dungan
    a. Left early (5:30). Present from items A-F.
7. James Trussell
8. Stacey Ready
    a. Left early (5:30). Present from items A-F.
9. John Eye
10. James Trussell

Members Absent:

1. Jessica Cathey

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

Chair Harris declared the Board of Adjustment meeting open and in session at 3:34p.m.

AGENDA REVIEW

A motion was made to accept the agenda.

Motion:

Made by Herman Dungan to approve the agenda

Second:

Made by Stacey Ready

Vote:

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

MINUTES REVIEW

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

Motion:

Made by Herman Dungan

Second:

Made by Stacey Ready

Vote:

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

PLANNING REPORT

The Planning Division staff gave a report.

CHAIR'S REPORT

No report from the chair.

INTRODUCTIONS:

Board of Adjustment members and Staff introduced themselves.

PUBLIC HEARING:

Item A: Merchants & Marine Bank, Property Owner, Thomas H Eaves, Representative/Architect, and Rion Snowdon, Architect, request a variance from the requirement of one large, shade or canopy tree per parking island (LDC 7.10.10.2) to allow for 0 in four separate landscape islands, and request a variance from the requirement of one tree per 60 feet of lineal frontage (LDC 7.10.11.1) to allow for 0 at a property located at 4607 Hardy Street (PPIN 21451, Ward 4, Lamar County).

Discussion and Vote:

Staff introduced the case. Thomas H Eaves presented on behalf of the application.

- What if variance is not granted (Eye).
    - "don't really have a plan B."
    - Couldn't plant front trees because of power lines and monument sign.
- Tell about the extra trees were planted instead (Ready)
    - Drake Elms, Willows, and Crape Murtles. Shrubs planed in front will get 8-10 ft tall. Moved some into the rear. More screening plants on the back side near the Coco Cola plant.
- Could the trees be planted in MDOT right of way? (Harris)

Presented by:

1. Thomas H Eaves

Proponents:

1. None

Opponents:

1. None

A1 and A2- Motion:

Herman Dungan motioned to recommend denial of both of the requests.

Second:

Made by John Eye.

Vote:

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

Motion fails with 4-4, 1 abstention. No recommendation on the variances from the board and will move to City Council with no recommendation.

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Second:
Made by Stacey Ready.

Vote:

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

Motion to recommend denial of the variance passes 8-0 with 1 abstention.

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Presented by:

1. Jeffrey Cook and Dustin Gatlin

Proponents:

1. None

Opponents:

1. None

Motion:

Brandon E.J. Williams motioned to recommend approval for Items C, D, and E in entirety on basis of special privilege.

Second:

Made by Eric Boney .

Vote:

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

Motion to recommend approval for Items C, D, and E in entirety on basis of special privilege passes 8-1.

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Presented by:

1. Rion Snowden
    a. ** Renderings need to be sent to add in file as exhibit.

Proponents:

1. None

Opponents:

1 None

Motion:

Brandon E.J. Williams motioned to recommend approval of the request in its entirety, based upon reasonable use.

Second:

Made by Eric Boney .

Vote:

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

Motion to recommend approval of the request in its entirety, based upon reasonable use. The variance passes 9-0.

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

Motion to remove the request from the table passes 6-0.

Discussion and Vote:
Staff introduced the case. Scott Pipkins presented on behalf of the application.

Presented by:
1. Scott Pipkins
    a. Letters of support to be sent to planning.

Proponents:
1. None

Opponents:
1. None

Motion:
Bernard Green motioned to recommend approval of the request, on the basis of reasonable use and special privilege.

Second:
Made by James Trussell.

Vote:

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

Herman Dungan			ABSENT
James Trussell	X		
Jessica Cathy			ABSENT

Motion to approve the variance passes 6-0.

OTHER BUSINESS:

- Nominating committee report moved to December

Adjournment:

The meeting was adjourned at 5:44 p.m.

Motion:

Made by Brandon E.J. Williams

Second:

Made by Bernard Green

Vote:

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

Date: **Tuesday, November 19, 2024**

Re: **Approve or deny variance requests from the maximum sign area (per sign) of 64sqft for an EM-9 zoned property to allow for 800sqft, a variance from the height maximum of 10ft for an EM-9 zoned property to allow for 24.5ft, and a variance from the depth maximum of 2ft for an EM-9 zoned property to allow for 10ft at a property located at 6051 US Hwy 49 (PPIN 20865) Ward 4, Forrest County), as requested by Forrest General Hospital, Property Owner, and Dustin Gatlin, Representative. The Board of Adjustment recommended approval on November 6th, 2024.**
File Number: 2024-541
Minute Book #

Summary
SIGN C

Recommendation Statement
The Board of Adjustment reccommended approval on November 6th, 2024.

Please place this on the November 19, 2024 City Council meeting for consideration.

November 2024 BOA Item: C, D, and E
Sign Requirement Variances
Forrest General Hospital, Property Owner, and Dustin Gatlin, Representative

URBAN DEVELOPMENT
PLANNING DIVISION

Board of Adjustment
Case Fact Sheet

Names of Petitioner: Forrest General Hospital, Property Owner, and Dustin Gatlin, Representative

Address of Property:	**Tax Parcels**
6051 US Hwy 49	2-028O-08-269.00, 2-028O-08-265.00, 2-039B-17-067.00
PPIN:	**Ward:**
16698, 16706, 20865	4

Request: Variance Requests for the maximum sign message area, maximum height, and maximum depth.

Purpose of Request:

Item C:
Forrest General Hospital, Property Owner, and Dustin Gatlin, Representative, request a variance from the maximum sign area (per sign) of 64sqft for an EM-9 zoned property to allow for 537sqft, a variance from the height maximum of 10ft for an EM-9 zoned property to allow for 43ft, and a variance from the depth maximum of 2ft for an EM-9 zoned property to allow for 3ft at a property located at 6051 US Hwy 49 (PPIN 16698, Ward 4, Forrest County).

Item D:
Forrest General Hospital, Property Owner, and Dustin Gatlin, Representative, request a variance from the maximum sign area (per sign) of 64sqft for an EM-9 zoned property to allow for 800sqft, a variance from the height maximum of 10ft for an EM-9 zoned property to allow for 24.5ft, and a variance from the depth maximum of 2ft for an EM-9 zoned property to allow for 10ft at a property located at 6051 US Hwy 49 (PPIN 16706, Ward 4, Forrest County).

Item E:
Forrest General Hospital, Property Owner, and Dustin Gatlin, Representative, request a variance from the maximum sign

area (per sign) of 64sqft for an EM-9 zoned property to allow for 800sqft, a variance from the height maximum of 10ft for an EM-9 zoned property to allow for 24.5ft, and a variance from the depth maximum of 2ft for an EM-9 zoned property to allow for 10ft at a property located at 6051 US Hwy 49 (PPIN 20865) Ward 4, Forrest County).

History / Background: The applicant (Forrest General Hospital) submitted three sign permit applications in late August 2024 for new signage at the Forrest General Hospital properties. The sign permit applications included a new 43ft tall sign with a 350 sqft digital reader board component that would replace the existing sign outside the hospital with a digital reader board. The applications also included two proposed internally lit 24.5ft tall, 4-sided directional signs with 800 sqft of message area.

Staff reviewed the sign permit applications according to the Hattiesburg Form-Based Code for an EM-9 zoned property. The proposed signs did not meet the requirements for Large Ground Signs in the three "standards" categories: Maximum sign area (per sign) of 64 sqft, maximum height of 10ft, and maximum depth of 3ft.

The digital reader board component required the approval of the Form Based Code Committee, so staff requested a meeting with the applicant to go over the digital reader board and to discuss the requirements of the Hattiesburg Form-Based Code for Large Ground Signs. In the meeting, the applicant conveyed that they wanted to seek variances for the three signs to be able to move forward with the proposed signs.

Applicant Summary: Please reference the public hearing application for the applicant summary.

Applicable Regulations:

<u>Hattiesburg Form-Based Code</u>

SECTION 2 **Districts**

B. Employment Districts (EM-)

1. The EM- Districts are intended to accommodate a

mix of compatible office, medical and medium-density residential in a pedestrian-friendly and walkable environment.

2. The EM- Districts vary based on the maximum allowed building height.

a. EM-2 has a maximum building height of 2 stories.

b. EM-3 has a maximum building height of 3 stories.

c. EM-4 has a maximum building height of 4 stories.

d. EM-6 has a maximum building height of 6 stories.

e. EM-9 has a maximum building height of 9 stories.

SECTION 5.3 **Signs**

G. Allocation of Sign Area

G. Allocation of Sign Area

The maximum sign area for each sign type is determined by the district and is established below. For each cell in the table there is a maximum allowed sign area that may be utilized with any combination and any number of signs associated with that cell, unless otherwise noted. See *Sec. 5.3.H* thru See *Sec. 5.3.R.* for additional sign standards by type of sign.

	Mixed Use (MX-2,-3,-4,-5)	Employment (EM-2,-3)	Employment (EM-4,-6,-9)	Residential Attached (RA-2,3)	Residential Detached (RD-2)	Open Space (OS)
Awning Sign	1 sf/ft bldg width	1 sf/ft bldg width	1 sf/ft bldg width	--	--	--
Canopy Sign				--	--	--
Projecting Sign				--	--	--
Wall Sign				.5 sf/ft bldg width	--	--
Bracket Sign	9 SF	9 SF	9 SF	9 SF		9 SF
Crown Sign	250 SF	--	250 SF	--	--	--
Ground Sign, Small	32 SF	32 SF	32 SF	16 SF	--	--
Ground Sign, Large	64 SF	--	64 SF	--	--	--
Shingle Sign	9 SF	9 SF	9 SF	9 SF	--	9 SF
Sidewalk Sign	6 SF	--	--	--	--	--
Window Sign	20%	--	--	--	--	--

ft of building width = width of building facade facing street

Signs

M. Ground Sign, Large

Description:

A sign is attached along its entire width to a continuous pedestal that is between 5 and 10 feet in height. A large ground sign is vertically oriented or is square.

General Provisions:

1. A large ground sign is only allowed for properties that have street frontage on US 49.
2. One ground sign (large or small) is allowed per street frontage, except that 1 additional ground sign is allowed for properties with 200 feet or more of street frontage. Where more than 1 ground sign is permitted, signs along the same street frontage must be spaced a minimum of 150 feet apart.
3. A large ground sign must be set back at least 10 feet from the front property line and 15 feet from a side property line.
4. A large ground sign can be externally or internally illuminated in accordance with Sec. 3.5.S

Standards:

A. Sign area (max per sign) – 64SF
B. Height (max)- 10’
C. Depth (max)- 2’

S. Sign Illumination

6. Electronic Message Board Signs
    a. An electronic message board sign may be allowed for properties that have street frontage on US 49 upon approval by the Hattiesburg Form-Based Code Development Review Committee.

Present Zoning: The property is currently zoned EM-9 (Employment District).

Present Use: Hospital and Medical Buildings.

Future Land Use: Community Business, Community Business Corridor, and Neighborhood Business Corridor

November 2024 BOA Item: C, D, and E
Sign Requirement Variances
Forrest General Hospital, Property Owner, and Dustin Gatlin, Representative

Surrounding Zoning and Land Use:

North: EM-9 Employment District
South: EM-9 Employment District
East: B-2 Neighborhood Business and B-3 Community Business
West: EM-9 Employment District

Letters or Concerns stated:

The Planning Division Office has received no calls or letters of concern as of finalizing this report.

Option:

Item C:

Recommend **approval or denial** of the variance from the maximum sign area (per sign) of 64 sqft for an EM-9 zoned property to allow for 537 sqft at a property located at 6051 US Hwy 49 (PPIN 16698, Ward 4, Forrest County).

Recommend **approval or denial** of the variance from the height maximum of 10ft for an EM-9 zoned property to allow for 43ft at a property located at 6051 US Hwy 49 (PPIN 16698, Ward 4, Forrest County).

Recommend **approval or denial** of the variance from the depth maximum of 2ft for an EM-9 zoned property to allow for 3ft at a property located at 6051 US Hwy 49 (PPIN 16698, Ward 4, Forrest County).

Item D

Recommend **approval or denial** of the variance from the maximum sign area (per sign) of 64sqft for an EM-9 zoned property to allow for 800sqft at a property located at 6051 US Hwy 49 (PPIN 16706, Ward 4, Forrest County).

Recommend **approval or denial** of the variance from the height maximum of 10ft for an EM-9 zoned property to allow for 24.5ft at a property located at 6051 US Hwy 49 (PPIN 16706, Ward 4, Forrest County).

Recommend **approval or denial** of the variance from the depth maximum of 2ft for an EM-9 zoned property to allow for 10ft

at a property located at 6051 US Hwy 49 (PPIN 16706, Ward 4, Forrest County).

Item E:

Recommend **approval or denial** of the variance from the maximum sign area (per sign) of 64sqft for an EM-9 zoned property to allow for 800sqft a property located at 6051 US Hwy 49 (PPIN 20865) Ward 4, Forrest County).

Recommend **approval or denial** of the variance from the height maximum of 10ft for an EM-9 zoned property to allow for 24.5ft a property located at 6051 US Hwy 49 (PPIN 20865) Ward 4, Forrest County).

Recommend **approval or denial** of the variance from the depth maximum of 2ft for an EM-9 zoned property to allow for 10ft at a property located at 6051 US Hwy 49 (PPIN 20865) Ward 4, 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

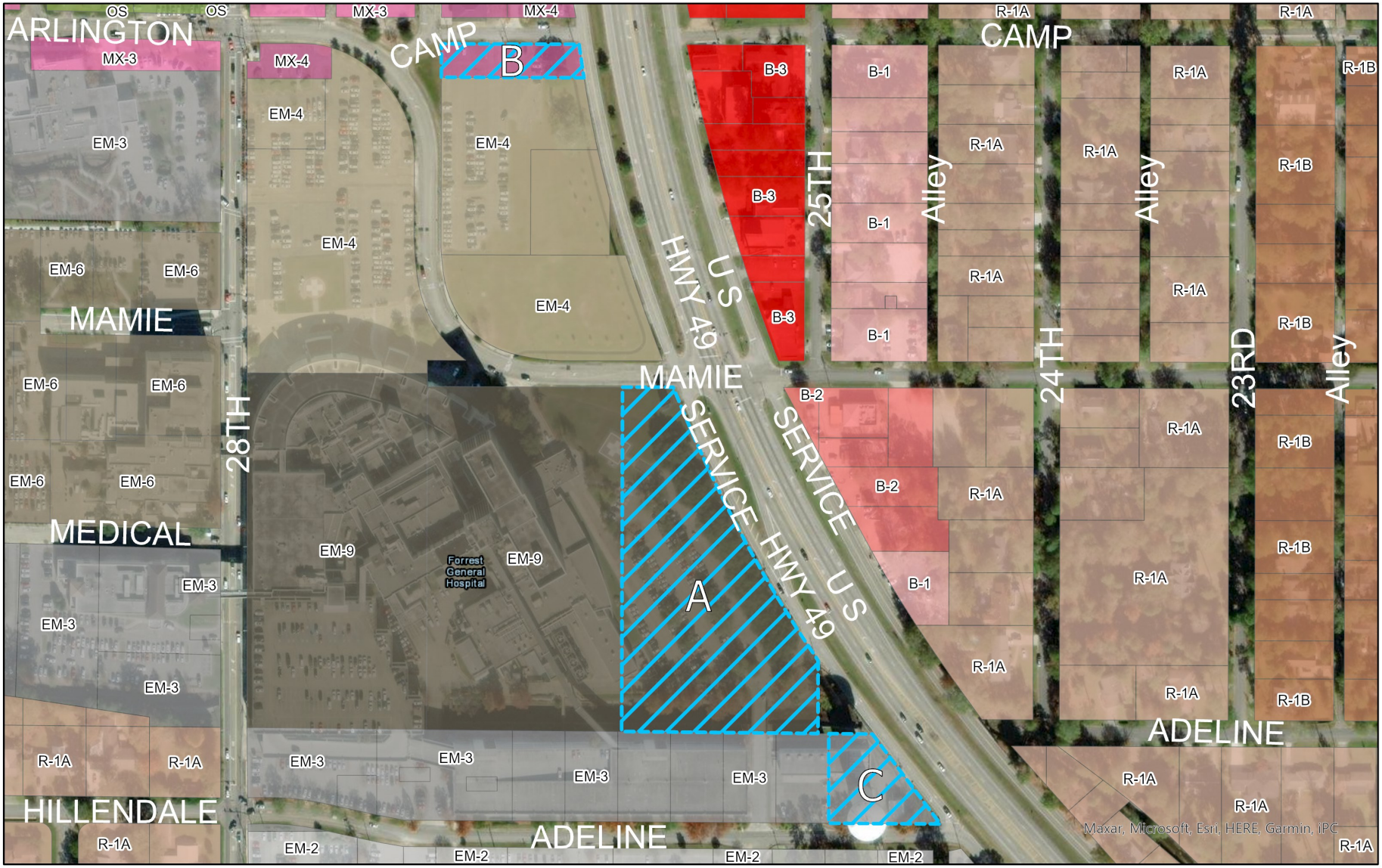
6051 Hwy 49— Sign Variance Request

Forrest General Hospital, Property Owner, and Dustin Gatlin, Representative, request a variance from the maximum sign area (per sign) of 64sqft for an EM-9 zoned property to allow for 537sqft, a variance from the height maximum of 10ft for an EM-9 zoned property to allow for 43ft, and a variance from the depth maximum of 2ft for an EM-9 zoned property to allow for 3ft.

Items C, D, and E



BOA Item: C + D + E



Zoning Map

R-1A	B-3	EM-3	OS
R-1B	MX-3	EM-4	
B-1	MX-4	EM-6	
B-2	EM-2	EM-9	

Form-Based Code Sign Variances
3 Signs, each with 3 variances
6051 US 49, FGH Hospital
PPIN: 21451
Flood Zone: X
Ward 4, Forrest County

0 600 Feet

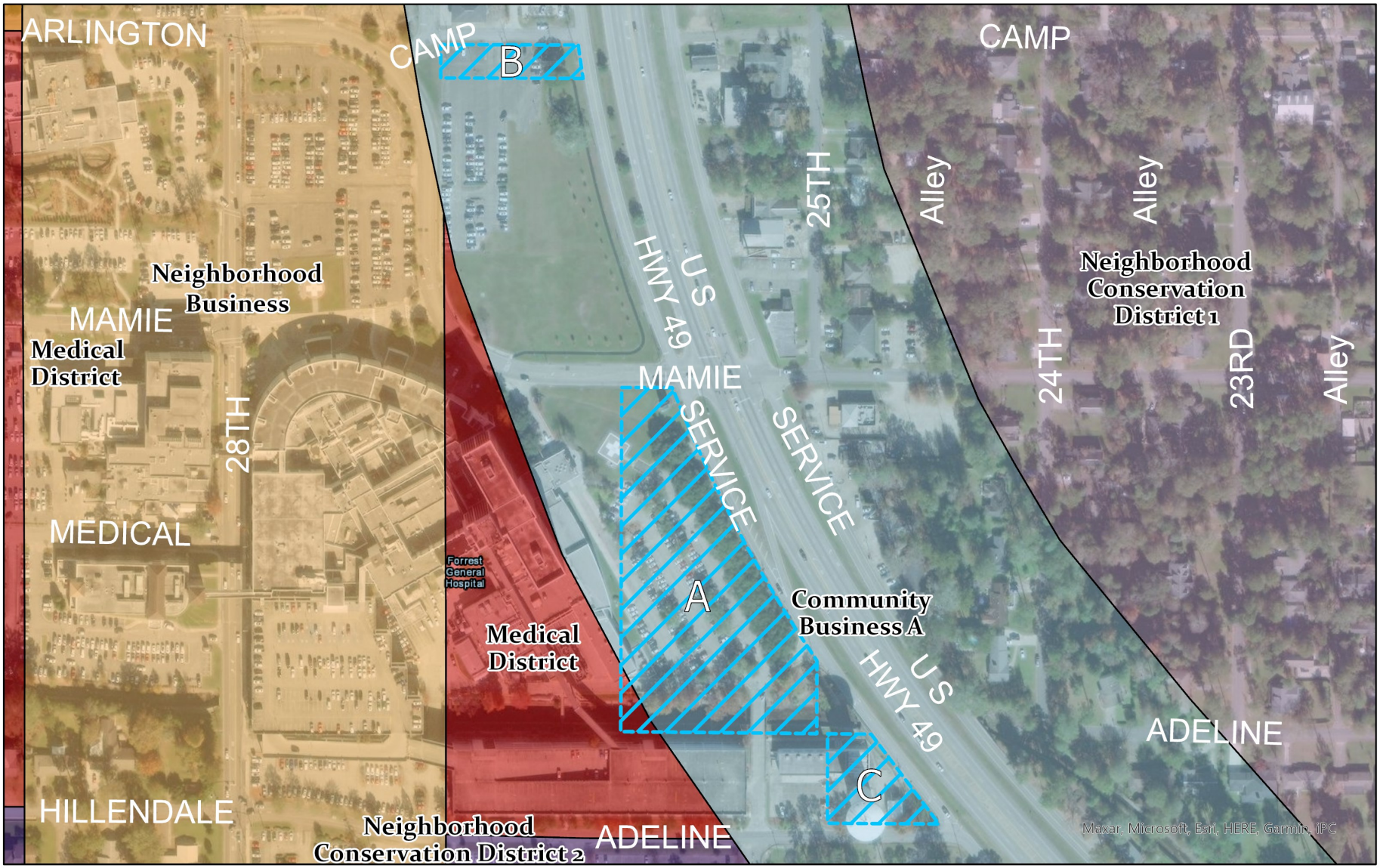
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URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°19'43"W 31°19'8"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: 10/15/2024 2:13 PM

BOA Item: C + D + E



Future Land Use Map

- Community Business A
- Medical District
- Neighborhood Business
- Neighborhood Center Mixed-Use District
- Neighborhood Conservation District 1
- Neighborhood Conservation District 2

Form-Based Code Sign Variances
3 Signs, each with 3 variances
6051 US 49, FGH Hospital
PPIN: 21451
Flood Zone: X, AE, SX
Ward 4, Forrest County

0 600 Feet

N

URBAN DEVELOPMENT
PLANNING DIVISION

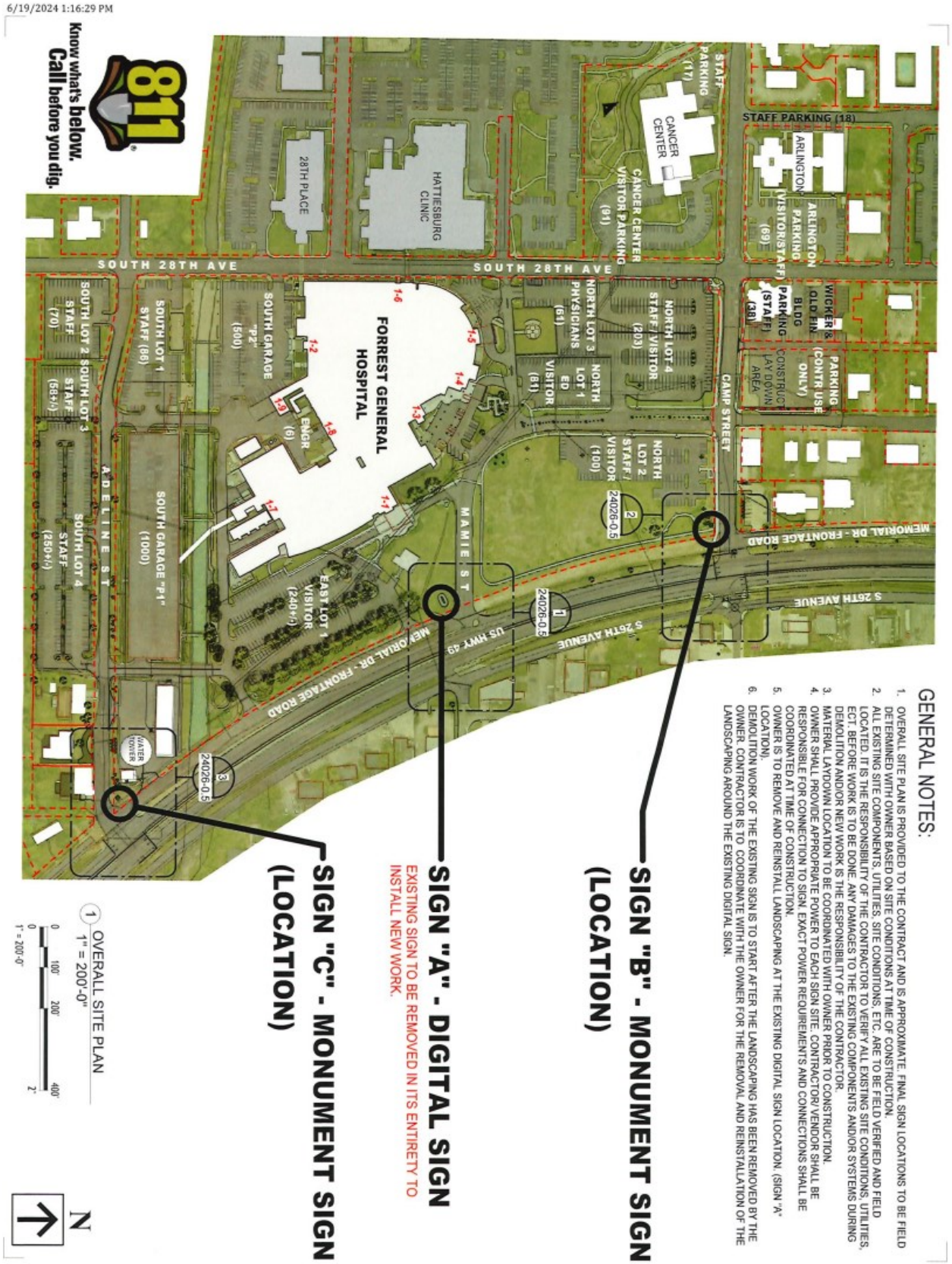
Center: 89°19'43"W 31°19'8"N

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: 10/15/2024 3:14 PM

Site Aerial


S 32nd Ave
S 31st Ave
S 30th Ave
S 29th Ave
S 28th Ave
S 27th Ave
S 25th Ave
S 24th Ave
S 23rd Ave
Arlington Loop
Mamie St
Medical Blvd
Hillendale Dr
Mandalay Dr
Beverly Ln
Delwood Dr
Lorraine St
Parkway Dr
Chevy Chase Dr
Augusta St
Camp St
Oferral St
Service Dr
Adeline St
Mimosa Ln

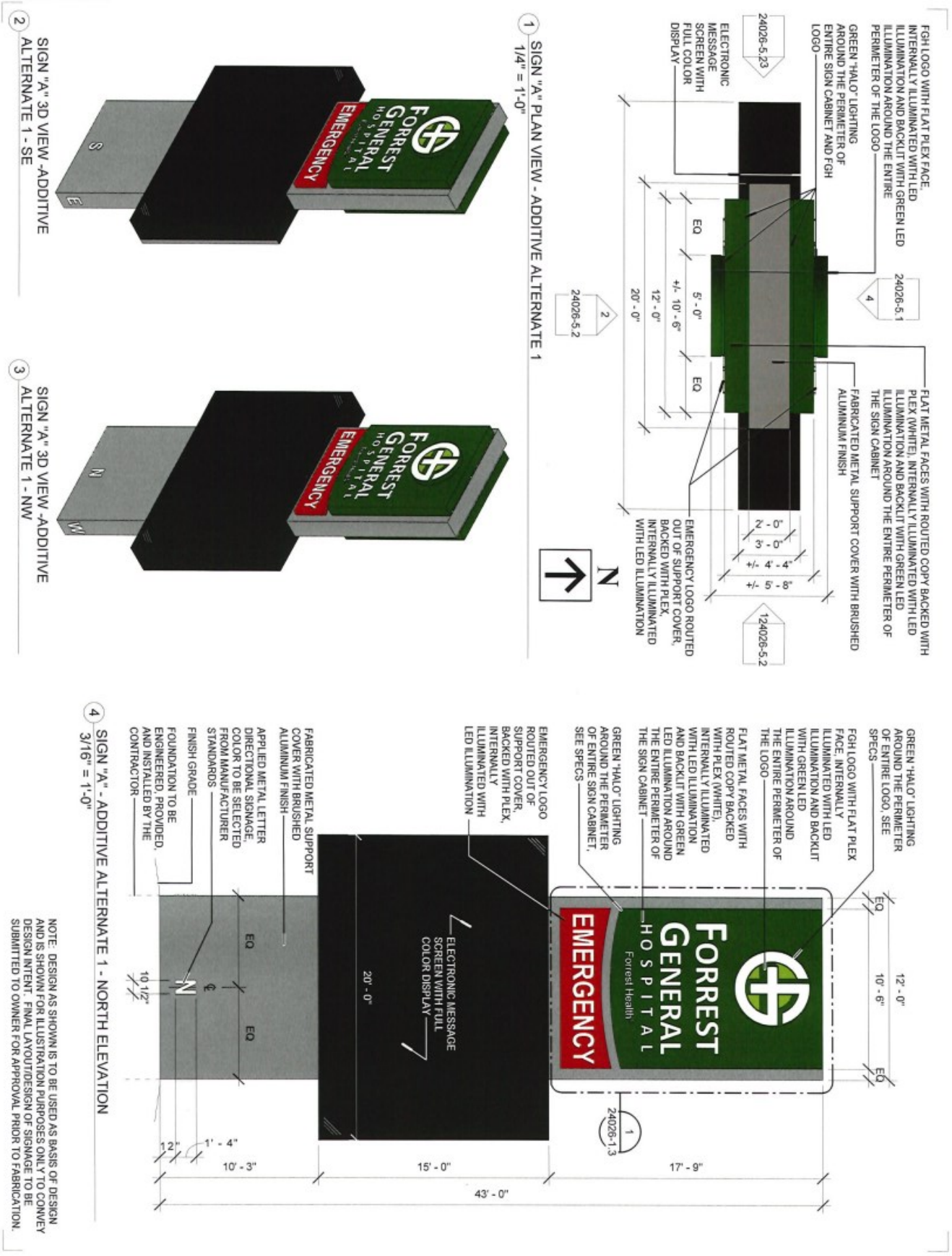
Sign Site Plan



Item C: Sign “A” Site Plan



Item C: Sign “A”


FGH LOGO WITH FLAT PLEX FACE, INTERNALLY ILLUMINATED WITH LED ILLUMINATION AND BACKLIT WITH GREEN LED ILLUMINATION AROUND THE ENTIRE PERIMETER OF THE LOGO
GREEN "HALO" LIGHTING AROUND THE PERIMETER OF ENTIRE SIGN CABINET AND FGH LOGO
ELECTRONIC MESSAGE SCREEN WITH FULL COLOR DISPLAY
24026-5.23
24026-5.1
4
2
24026-5.2
EQ
5' - 0"
+/- 10' - 6"
12' - 0"
20' - 0"
FLAT METAL FACES WITH ROUTED COPY BACKED WITH PLEX (WHITE), INTERNALLY ILLUMINATED WITH LED ILLUMINATION AND BACKLIT WITH GREEN LED ILLUMINATION AROUND THE ENTIRE PERIMETER OF THE SIGN CABINET
FABRICATED METAL SUPPORT COVER WITH BRUSHED ALUMINUM FINISH
EMERGENCY LOGO ROUTED OUT OF SUPPORT COVER, BACKED WITH PLEX, INTERNALLY ILLUMINATED WITH LED ILLUMINATION
2' - 0"
3' - 0"
+/- 4' - 4"
+/- 5' - 8"
124026-5.2
N
1 SIGN "A" PLAN VIEW - ADDITIVE ALTERNATE 1
1/4" = 1'-0"
2 SIGN "A" 3D VIEW -ADDITIVE ALTERNATE 1 - SE
3 SIGN "A" 3D VIEW -ADDITIVE ALTERNATE 1 - NW
FORREST GENERAL HOSPITAL
EMERGENCY
S
E
N
W
GREEN "HALO" LIGHTING AROUND THE PERIMETER OF ENTIRE LOGO, SEE SPECS
FGH LOGO WITH FLAT PLEX FACE, INTERNALLY ILLUMINATED WITH LED ILLUMINATION AND BACKLIT WITH GREEN LED ILLUMINATION AROUND THE ENTIRE PERIMETER OF THE LOGO
FLAT METAL FACES WITH ROUTED COPY BACKED WITH PLEX (WHITE), INTERNALLY ILLUMINATED WITH LED ILLUMINATION AND BACKLIT WITH GREEN LED ILLUMINATION AROUND THE ENTIRE PERIMETER OF THE SIGN CABINET
GREEN "HALO" LIGHTING AROUND THE PERIMETER OF ENTIRE SIGN CABINET, SEE SPECS
EMERGENCY LOGO ROUTED OUT OF SUPPORT COVER, BACKED WITH PLEX, INTERNALLY ILLUMINATED WITH LED ILLUMINATION
FABRICATED METAL SUPPORT COVER WITH BRUSHED ALUMINUM FINISH
APPLIED METAL LETTER DIRECTIONAL SIGNAGE, COLOR TO BE SELECTED FROM MANUFACTURER STANDARDS
FINISH GRADE
FOUNDATION TO BE ENGINEERED, PROVIDED, AND INSTALLED BY THE CONTRACTOR
ELECTRONIC MESSAGE SCREEN WITH FULL COLOR DISPLAY
20' - 0"
EQ
12' - 0"
10' - 6"
24026-1.3
1
10' - 3"
15' - 0"
17' - 9"
43' - 0"
12"
1' - 4"
10 1/2"
4 SIGN "A" - ADDITIVE ALTERNATE 1 - NORTH ELEVATION
3/16" = 1'-0"
NOTE: DESIGN AS SHOWN IS TO BE USED AS BASIS OF DESIGN AND IS SHOWN FOR ILLUSTRATION PURPOSES ONLY TO CONVEY DESIGN INTENT. FINAL LAYOUT/DESIGN OF SIGNAGE TO BE SUBMITTED TO OWNER FOR APPROVAL PRIOR TO FABRICATION.

Item C: Sign “A” Area



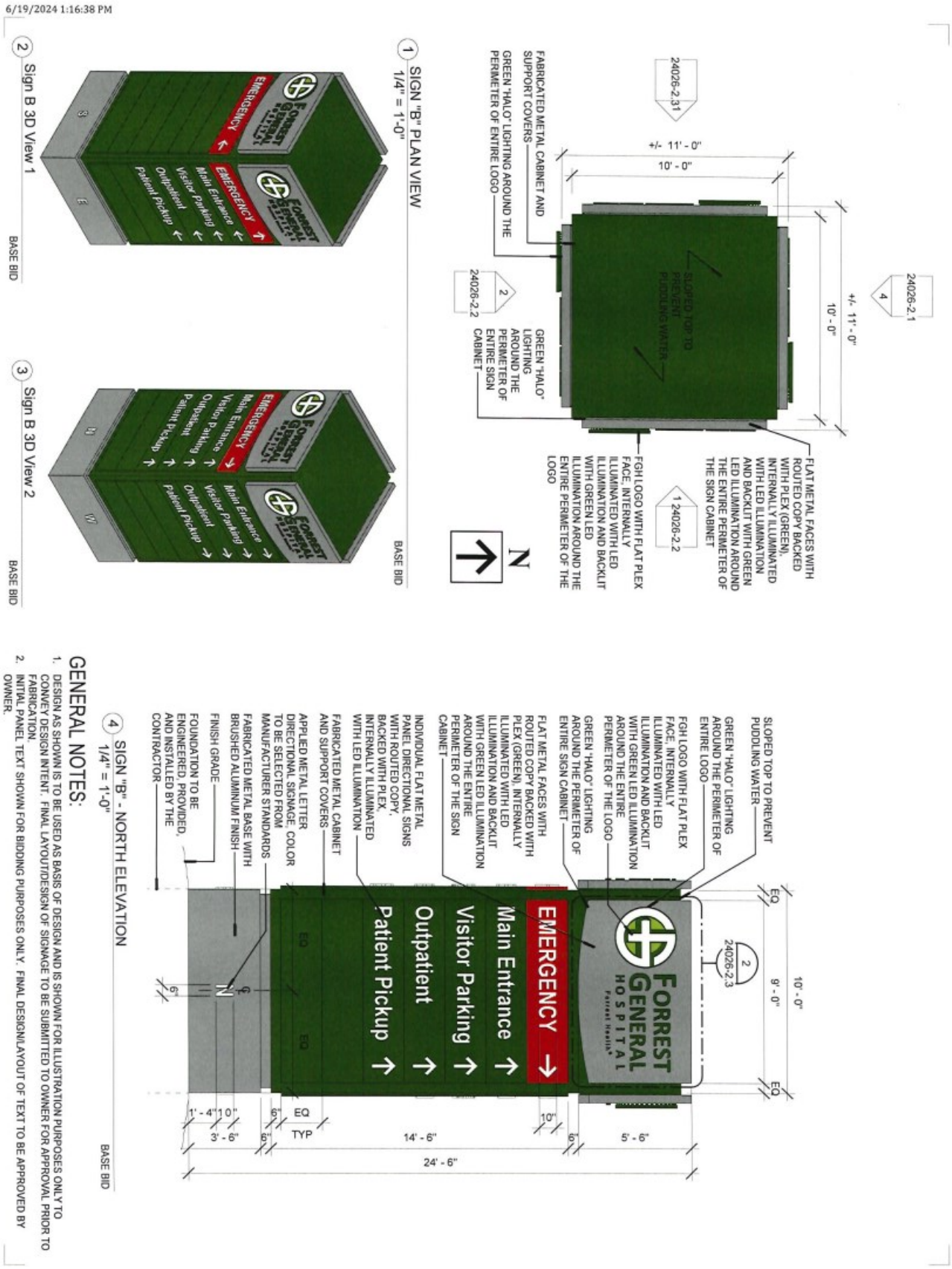


Item C: Sign “A” Area

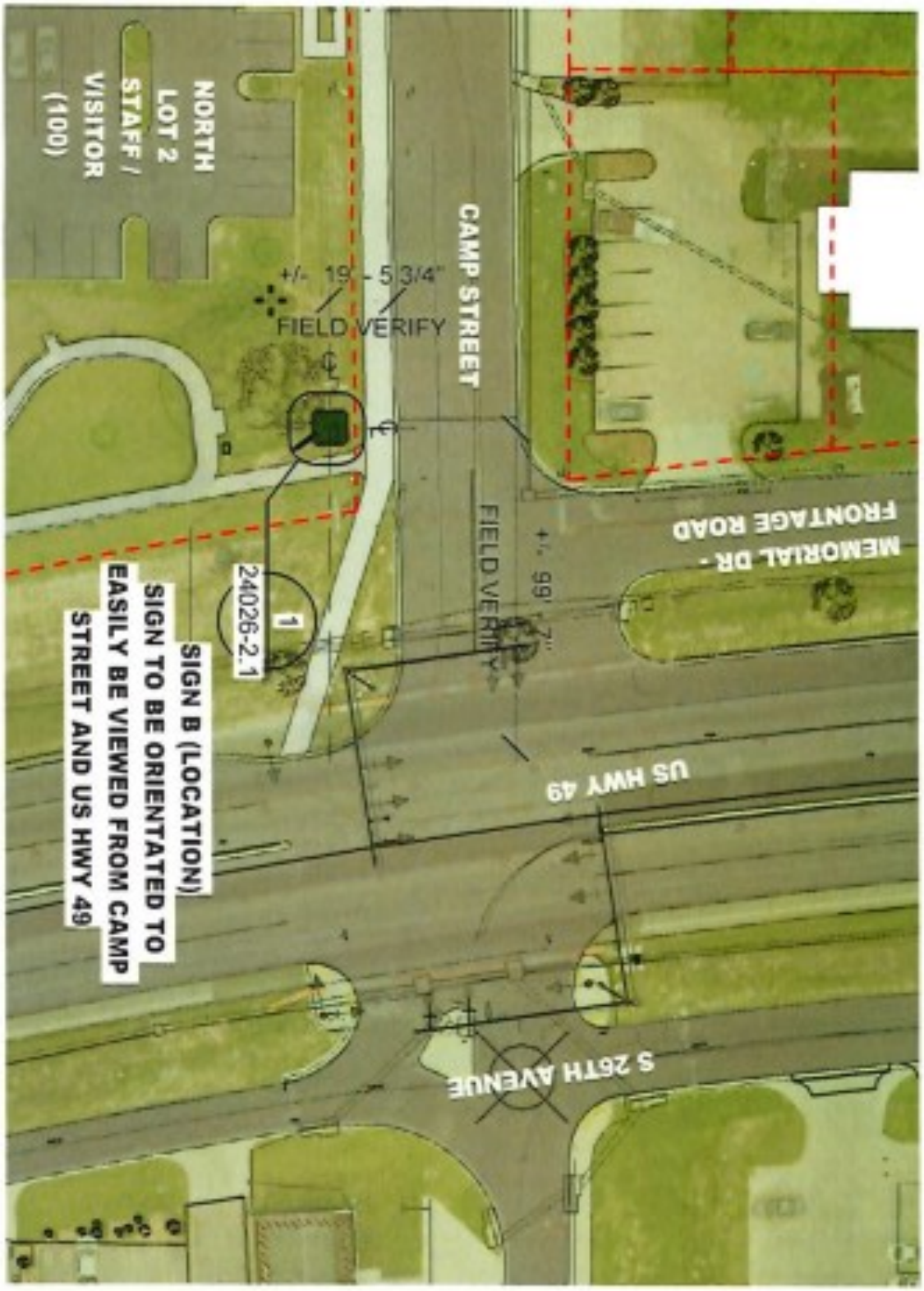




Item D: Sign “B”


6/19/2024 1:16:38 PM
24026-2.1
4
+/- 11' - 0"
10' - 0"
24026-2.31
+/- 11' - 0"
10' - 0"
SLOPED TOP TO PREVENT PUDDLING WATER
FABRICATED METAL CABINET AND SUPPORT COVERS
GREEN "HALO" LIGHTING AROUND THE PERIMETER OF ENTIRE LOGO
2
24026-2.2
GREEN "HALO" LIGHTING AROUND THE PERIMETER OF ENTIRE SIGN CABINET
FLAT METAL FACES WITH ROUTED COPY BACKED WITH PLEX (GREEN), INTERNALLY ILLUMINATED WITH LED ILLUMINATION AND BACKLIT WITH GREEN LED ILLUMINATION AROUND THE ENTIRE PERIMETER OF THE SIGN CABINET
1 24026-2.2
FGH LOGO WITH FLAT PLEX FACE, INTERNALLY ILLUMINATED WITH LED ILLUMINATION AND BACKLIT WITH GREEN LED ILLUMINATION AROUND THE ENTIRE PERIMETER OF THE LOGO
N
1 SIGN "B" PLAN VIEW
1/4" = 1'-0"
BASE BID
2 Sign B 3D View 1
BASE BID
3 Sign B 3D View 2
BASE BID
EMERGENCY
Main Entrance
Visitor Parking
Outpatient
Patient Pickup
FORREST GENERAL HOSPITAL
SLOPED TOP TO PREVENT PUDDLING WATER
GREEN "HALO" LIGHTING AROUND THE PERIMETER OF ENTIRE LOGO
FGH LOGO WITH FLAT PLEX FACE, INTERNALLY ILLUMINATED WITH LED ILLUMINATION AND BACKLIT WITH GREEN LED ILLUMINATION AROUND THE ENTIRE PERIMETER OF THE LOGO
GREEN "HALO" LIGHTING AROUND THE PERIMETER OF ENTIRE SIGN CABINET
FLAT METAL FACES WITH ROUTED COPY BACKED WITH PLEX (GREEN), INTERNALLY ILLUMINATED WITH LED ILLUMINATION AND BACKLIT WITH GREEN LED ILLUMINATION AROUND THE ENTIRE PERIMETER OF THE SIGN CABINET
INDIVIDUAL FLAT METAL PANEL DIRECTIONAL SIGNS WITH ROUTED COPY, BACKED WITH PLEX, INTERNALLY ILLUMINATED WITH LED ILLUMINATION
FABRICATED METAL CABINET AND SUPPORT COVERS
APPLIED METAL LETTER DIRECTIONAL SIGNAGE. COLOR TO BE SELECTED FROM MANUFACTURER STANDARDS
FABRICATED METAL BASE WITH BRUSHED ALUMINUM FINISH
FINISH GRADE
FOUNDATION TO BE ENGINEERED, PROVIDED, AND INSTALLED BY THE CONTRACTOR
EQ
TYP
10' - 0"
9' - 0"
2
24026-2.3
1' - 4" 10"
3' - 6"
6"
14' - 6"
10"
5' - 6"
24' - 6"
4 SIGN "B" - NORTH ELEVATION
1/4" = 1'-0"
BASE BID
GENERAL NOTES:
1. DESIGN AS SHOWN IS TO BE USED AS BASIS OF DESIGN AND IS SHOWN FOR ILLUSTRATION PURPOSES ONLY TO CONVEY DESIGN INTENT. FINAL LAYOUT/DESIGN OF SIGNAGE TO BE SUBMITTED TO OWNER FOR APPROVAL PRIOR TO FABRICATION.
2. INITIAL PANEL TEXT SHOWN FOR BIDDING PURPOSES ONLY. FINAL DESIGN/LAYOUT OF TEXT TO BE APPROVED BY OWNER.

Item D: Sign “B” Site Plan



2 SIGN "B" LOCATION
1" = 60'-0"

Item D: Sign “B” Area



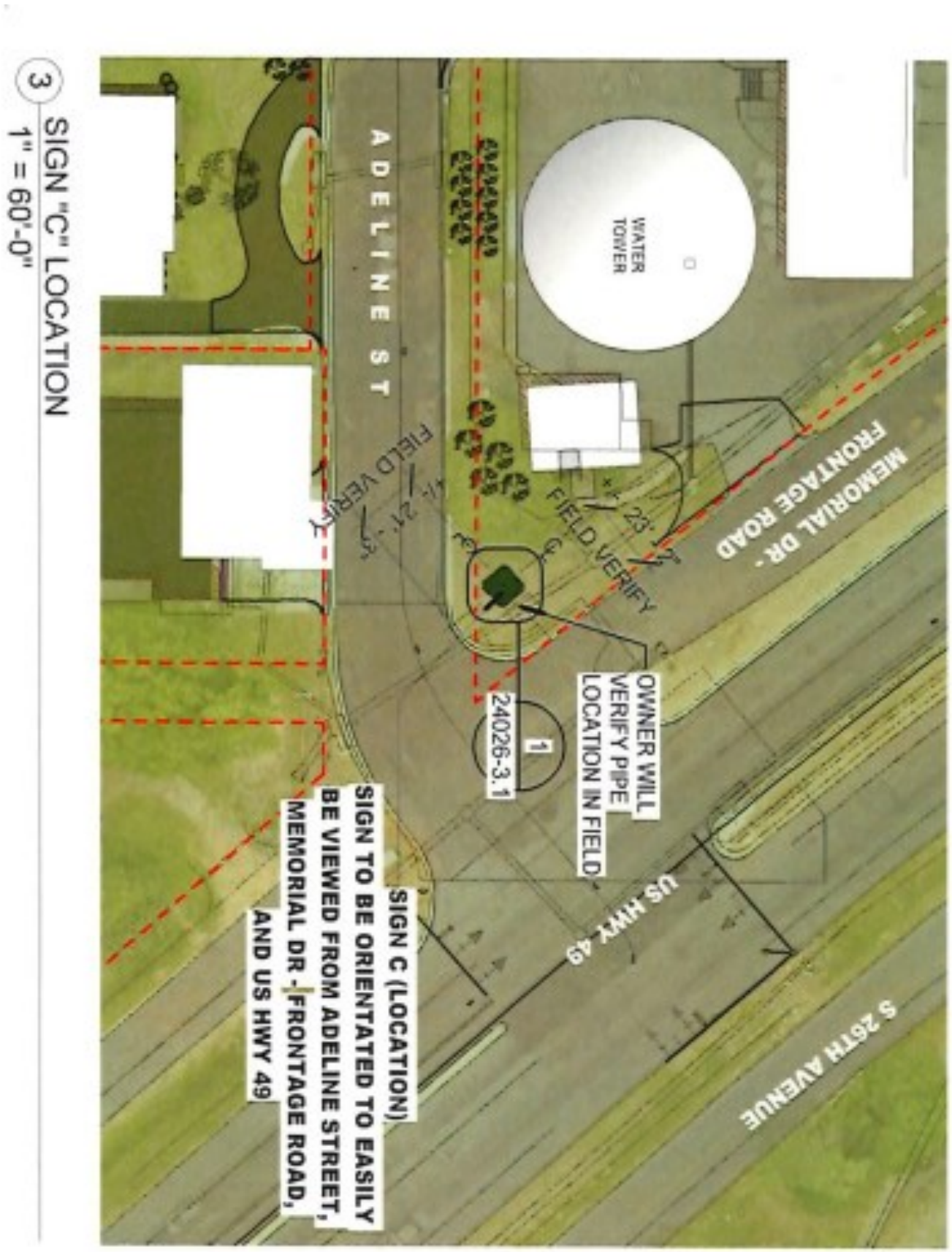


Item D: Sign “B” Area

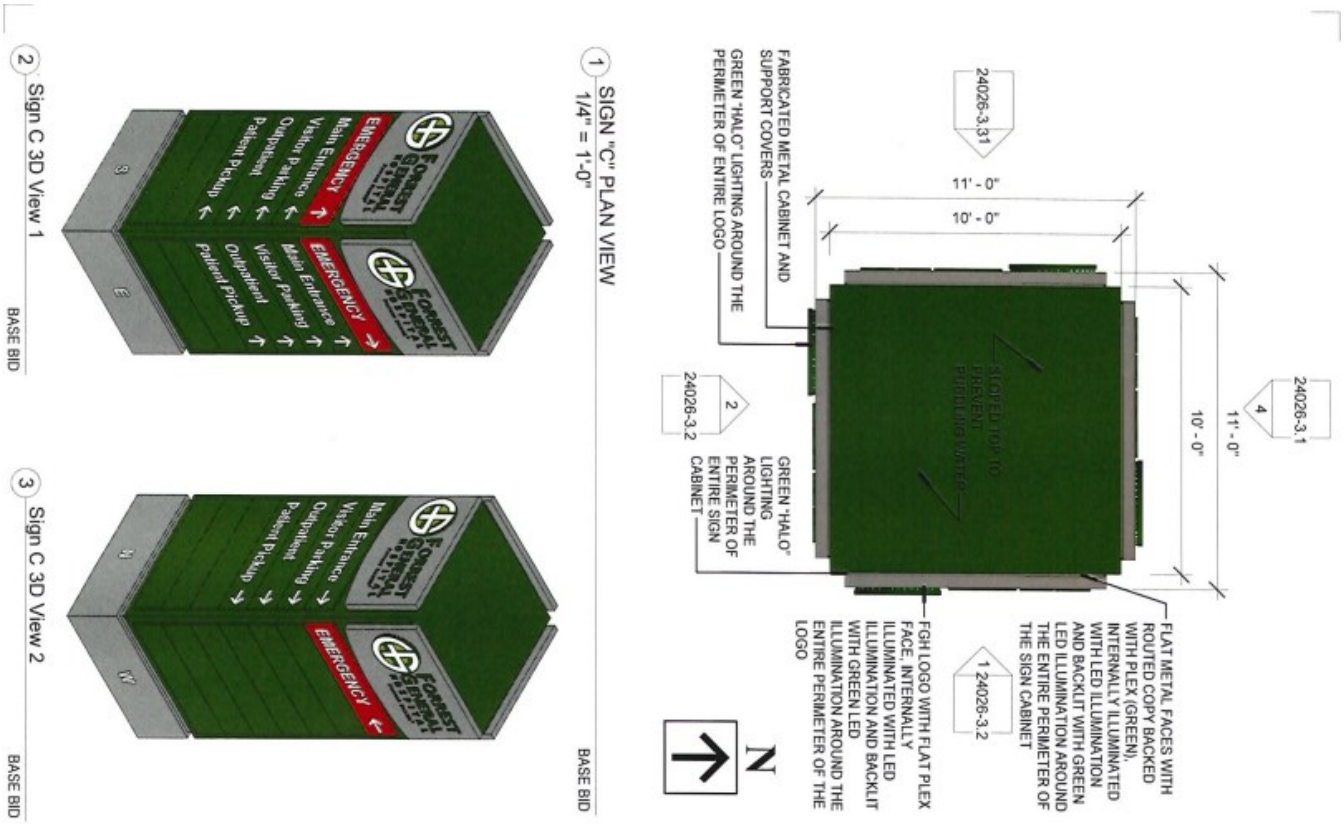


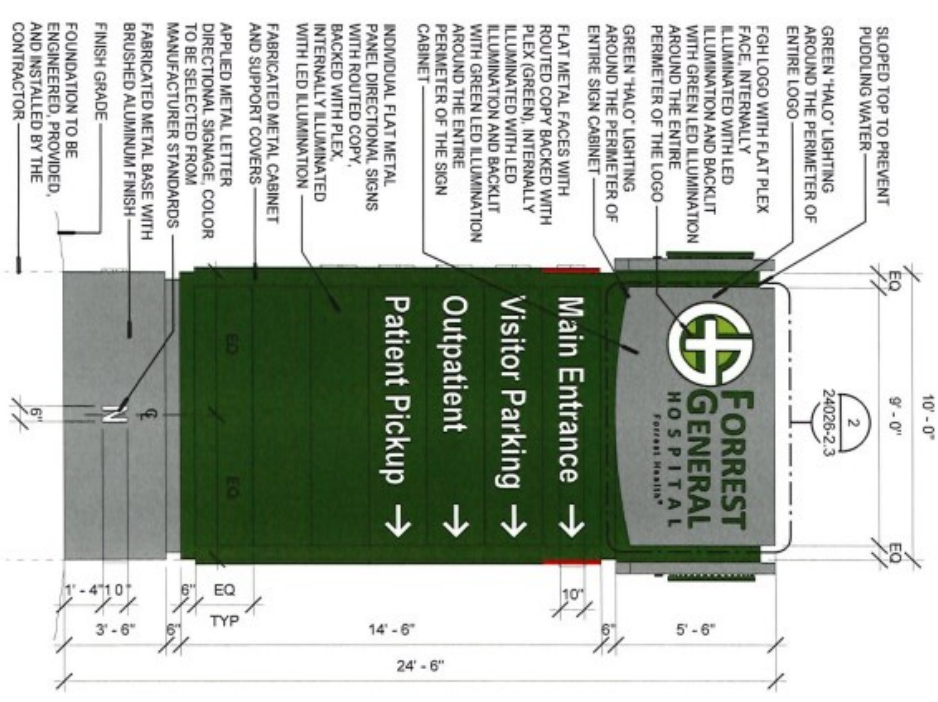


Item E: Sign “C” Site Plan



Item E: Sign “C”





4 SIGN "C" - NORTH ELEVATION
1/4" = 1'-0"
BASE BID

GENERAL NOTES:

1. DESIGN AS SHOWN IS TO BE USED AS BASIS OF DESIGN AND IS SHOWN FOR ILLUSTRATION PURPOSES ONLY TO CONVEY DESIGN INTENT. FINAL LAYOUT/DESIGN OF SIGNAGE TO BE SUBMITTED TO OWNER FOR APPROVAL PRIOR TO FABRICATION.
2. INITIAL PANEL TEXT SHOWN FOR BIDDING PURPOSES ONLY. FINAL DESIGN/LAYOUT OF TEXT TO BE APPROVED BY OWNER.

Item E: Sign “C” Area





Item E: Sign “C” Area





RECEIVED
SEP 20 2024
BY: .....

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: Forrest General Hospital
Project Name: Campus Signage Improvements
Proposed Use(s): Wayfinding Signage
Project Street Address: 6051 US Hwy 49
PPIN Number(s) (if unknown, can be found on tax receipt): 16698, 16706, 28065

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

Application for (check all appropriate types):

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

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

- ☐ Automotive Filling Station
- ☐ Digital Billboard, New
- ☐ Restaurant
- ☐ Telecommunications
- ☐ Digital Billboard, Replacement
- ☐ 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 Districts(s): _____
Project No.: _____

Code Sections:

LDC Section No. _____
Section No. _____
Section No. _____
Section No. _____
Section No. _____

RECIVED DATE & INITIALS:

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

6051 US Hwy 49 (**Street Address**) Hattiesburg (**City**) MS (**State**),

on this the 20th day of September, 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.

Jeff Cook, Vice President and General Counsel

on this the 20th day of September, 2024.

Steven Jackson / Jeff Cook

Property Owner (print)

Property Owner (signature)

STATE OF Mississippi

COUNTY OF Forrest

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 20 day of September, 2024.

Deborah Darby

NOTARY PUBLIC

STATE OF MISSISSIPPI
DEBORAH DARBY
ID NO. 120848
Commission Expires
07/13/2025
NOTARY PUBLIC
FORREST COUNTY

My Commission Expires:

July 13, 2025

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.

Forrest General Hospital is a Level II Trauma Center that serves 19 counties in South Mississippi. There are only three (3) Level II Trauma Center facilities (and one Level I Trauma Center) in the state. Patients and visitors come from all throughout South Mississippi for emergency medical care. This creates the "exeptional condition" described in item (b) above as all other land areas withing the same zoning district do not have the same healthcare related condition.

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

Forrest General Hospital is the only parcel within the MidTown area zoned as EM-9. As previously stated, Forrest General Hospital is also the only emergency medical care facility located within the zoning district. As such, we do not feel as this confers any special privilege to Forrest General Hospital that is denied to other lands or structures in the same zoning district.

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:

_x_ 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)

_x_ 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.

_x_ 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.

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:

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:

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: _____

_____

_____

FORREST GENERAL HOSPITAL
Forrest Health®

Campus Signage Improvements

24026 - INDEX OF DRAWINGS	
24026-0.1	TITLE SHEET
24026-0.2	GENERAL NOTES
24026-0.3	SIGNAGE SPECIFICATIONS
24026-0.4	OVERALL SITE PLAN
24026-0.5	ENLARGED SITE PLANS
24026-1.1	SIGN "A" PLAN & VIEWS
24026-1.2	SIGN "A" ELEVATIONS
24026-1.3	SIGN "A" ENLARGED ELEVATION
24026-2.1	SIGN "B" PLAN & 3D VIEWS
24026-2.2	SIGN "B" ELEVATIONS
24026-2.3	SIGN "B" ELEVATION AND SIGN "B" AND "C" ENLARGED PLAN
24026-3.1	SIGN "C" PLAN & 3D VIEWS
24026-3.2	SIGN "C" ELEVATIONS
24026-3.3	SIGN "C" ELEVATIONS
24026-5.1	SIGN "A" PLAN & VIEWS - ADDITIVE ALTERNATE 1
24026-5.2	SIGN "A" PLAN & VIEWS - ADDITIVE ALTERNATE 1

Engineer Of Record
Dustin Gatlin, P.E.
State of Mississippi #20503
Director of Project Management
Forrest General Hospital
dustin.gatlin@forrestgeneral.com
P: 601.288.2794
6051 US 49, Hattiesburg, MS 39401

From the office of: Planning and Facility Design

FORREST GENERAL HOSPITAL
Forrest Health®

FGH Project ID No.:	200-24-26
Date:	6/19/2024
Drawn By:	CW/BB
Reviewed By:	CW/ DG

CAMPUS SIGNAGE IMPROVEMENTS
FORREST GENERAL HOSPITAL
FORREST GENERAL | HATTIESBURG | MS

DUSTIN B. GATLIN
LICENSED PROFESSIONAL
ENGINEER
6/19/24
20503
STATE OF MISSISSIPPI

TITLE SHEET

Scale:

24026-0.1

6/19/2024 1:16:15 PM

GENERAL NOTES:

1. THE CONTRACTOR WILL COORDINATE POWER SHUT OFF WITH THE OWNER PRIOR TO DEMOLITION OF ELECTRICAL ITEMS.
2. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN A CLEAN AND SAFE WORKING ENVIRONMENT AT ALL TIMES.
3. THE CONTRACTOR IS RESPONSIBLE FOR THE PROPER REMOVAL AND DISPOSAL OF ALL DEMOLISHED BUILDING MATERIALS, DEBRIS, WASTE MATERIALS, AND RUBBISH FROM THE CONSTRUCTION SITE AS RAPIDLY AS POSSIBLE AND SHALL NOT BE ALLOWED TO ACCUMULATE ON THE SITE. WASTE MATERIALS SHALL BECOME PROPERTY OF THE CONTRACTOR AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROPERLY DISPOSING OF ALL MATERIALS OFF-SITE IN A MANNER IN ACCORDANCE WITH APPLICABLE REGULATIONS.
4. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO THE CONCRETE, SIDEWALKS, GRASSING, LANDSCAPING, IRRIGATION SYSTEMS, ETC. AND MUST RETURN IT TO ORIGINAL SITE CONDITIONS.
5. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE INTEGRITY OF THE EXISTING STRUCTURES AROUND THE AREAS OF WORK, AS WELL AS, MOISTURE PROTECTION SYSTEMS.
6. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF ANY AND ALL SITE UTILITIES LOCATED AT THE NEW AND EXISTING SIGN LOCATIONS. ANY ADDITIONAL COST ASSOCIATED WITH LOCATING EXISTING SITE UTILITIES AND/OR RELOCATION OF SITE UTILITIES WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
7. THE CONTRACTOR SHALL VISIT THE SITE AND BECOME FULLY FAMILIAR AND AWARE OF ANY AND ALL EXISTING CONDITIONS AND SITUATIONS. FAILURE TO DO SO WILL NOT RELIEVE THE CONTRACTOR OF PERFORMING WORK REQUIRED BY THE CONTRACT DOCUMENTS.
8. CONTRACTOR IS TO START WORK, AFTER ALL BUILDING MATERIALS HAVE BEEN RECEIVED ON THE JOBSITE. CONTRACTOR IS TO COORDINATE DEMOLITION AND NEW WORK WITH THE OWNER AND TO VERIFY WORKING HOURS FOR THE WORK TO BE COMPLETED TO PREVENT DISTURBANCES WITH THE BUILDING OCCUPANTS.
9. CONTRACTOR IS TO PROVIDE FINAL SIGN LOCATIONS TO THE OWNER FOR REVIEW AND APPROVAL BEFORE MATERIALS ARE ORDERED AND WORK IS PERFORMED.
10. CONTRACTOR IS RESPONSIBLE FOR ANY SOIL BORING TEST COST, IF REQUIRED BY DESIGN, AND TO COORDINATE WITH THE OWNER BEFORE SOIL BORINGS ARE DONE ON SITE.
11. OWNER IS TO PROVIDE POWER TO THE FINAL SIGN LOCATIONS
12. REPRODUCTION OF CONTRACT DOCUMENTS, IN ANY FORM, WILL NOT BE ACCEPTABLE AS SHOP DRAWINGS FOR ANY COMPONENT OR SYSTEM.

GENERAL DEMOLITION NOTES:

1. THE CONTRACTOR IS RESPONSIBLE FOR DEMOLITION AND THE REMOVAL OF THE EXISTING FORREST GENERAL SIGN INCLUDING FOUNDATION ELEMENTS AS REQUIRED TO INSTALL NEW WORK. EXISTING SIGN IS LOCATED AT MAMIE STREET AND MEMORIAL DRIVE - FRONTAGE ROAD INTERSECTION. (SEE SIGN A LOCATION)
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING UTILITIES ARE PROPERLY CLOSED OR SHUT OFF BEFORE ANY DEMOLITION OCCURS SUCH THAT THE REQUIRED DEMOLITION ACTIVITIES MAY SAFELY BE CONDUCTED. THIS WILL REQUIRE OFF-SITE ACTIVITIES TO LOCATE AND PROPERLY TURN OFF VALVES, SWITCHES, ETC. THE CONTRACTOR WILL COORDINATE POWER SHUT OFF WITH THE OWNER PRIOR TO DEMOLITION OF ELECTRICAL ITEMS.
3. UTILITIES MAY EXIST ON THE PROPERTY WHICH ARE NOT IDENTIFIED IN THESE CONSTRUCTION DOCUMENTS. ALL EXCAVATIONS SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS AND UTILITIES SHALL BE VERIFIED AS NECESSARY PRIOR TO PERFORMING ANY EXCAVATIONS ON THE PROPERTY.
4. CONTRACTOR IS RESPONSIBLE FOR ANY AND ALL DAMAGED UTILITY LINES AND EXISTING COMPONENTS THAT OCCUR DURING DEMOLITION AND NEW WORK.
5. OWNER IS TO REMOVE AND REINSTALL LANDSCAPING INCLUDING CMU RETAINING WALLS AT THE EXISTING DIGITAL SIGN LOCATION. (SIGN "A" LOCATION).
6. DEMOLITION WORK OF THE EXISTING SIGN IS TO START AFTER THE LANDSCAPING HAS BEEN REMOVED BY THE OWNER. CONTRACTOR IS TO COORDINATE WITH THE OWNER FOR THE REMOVAL AND REINSTALLATION OF THE LANDSCAPING AROUND THE EXISTING DIGITAL SIGN.

GENERAL NEW WORK NOTES:

1. ALL EXPOSED MATERIALS AND EDGES TO RECEIVE FINISHES TO MATCH ADJACENT FINISHES. SEE PLANS FOR COLOR CHOICES. PAINT TO BE BAKED ENAMEL/TWO-COMPONENT ACRYLIC POLYURETHANE AND MUST HAVE COLOR RETENTION AGAINST UV RADIATION AND OTHER ENVIRONMENTAL FACTORS.
2. ALL EXTERIOR SIGNAGE MUST BE PROVIDED BY A SINGLE MANUFACTURER. EXTERIOR SIGNAGE MUST BE OF THE DESIGN, DETAIL, SIZES, TYPES, AND MESSAGE CONTENT SHOWN ON THE DRAWINGS, MUST CONFORM TO THE REQUIREMENTS SPECIFIED, AND MUST BE PROVIDED AT THE LOCATIONS INDICATED. SUBMIT EXTERIOR SIGNAGE SCHEDULE IN ELECTRONIC MEDIA WITH SPREAD SHEET FORMAT. SPREAD SHEET MUST INCLUDE SIGN LOCATION, SIGN TYPE, AND MESSAGE. SIGNS MUST BE COMPLETE WITH LETTERING, FRAMING AS DETAILED, AND RELATED COMPONENTS FOR A COMPLETE INSTALLATION. EACH SAMPLE MUST CONSIST OF A COMPLETE SIGN PANEL WITH LETTERS AND SYMBOLS. SAMPLES MAY BE INSTALLED IN THE WORK, PROVIDED EACH SAMPLE IS IDENTIFIED AND LOCATION RECORDED. SUBMIT THREE COLOR SAMPLES FOR EACH MATERIAL REQUIRING COLOR AND 305 MM 12 INCH SQUARE SAMPLE OF SIGN FACE COLOR SAMPLE.
3. EXTERIOR SIGNAGE AND FOUNDATION MUST BE DESIGNED TO WITHSTAND REQUIRED MPH WINDLOADS FOR THE AREA AS REQUIRED BY THE MOST CURRENT IBC/ICC VERSIONS. SUBMIT DESIGN ANALYSIS AND SUPPORTING CALCULATIONS PERFORMED IN SUPPORT OF REQUIRED SIGNAGE.
4. SIGN MANUFACTURER'S STANDARD PERFORMANCE GUARANTEES OR WARRANTIES THAT EXTEND BEYOND FIVE YEARS OF INSTALL MUST BE PROVIDED.
5. SIGNAGE FOUNDATIONS ARE TO BE STRUCTURALLY DESIGNED BY A LICENSED ENGINEER AT THE COST OF THE CONTRACTOR. ENGINEER STAMPED SHOP DRAWINGS ARE TO BE PROVIDED TO THE OWNER TO REVIEW.
6. THE CONTRACTOR IS REQUIRED TO PROVIDE AND INSTALL STRUCTURAL SIGN FOUNDATIONS WITH ALL STRUCTURAL COMPONENTS TO ALLOW SIGNS TO BE INSTALLED.
7. SIGNAGE IS TO BE INSPECTED AFTER INSTALL AND TO BE FREE OF ANY AND ALL DEFECTS IN ALL BUT NOT LIMITED TO SCREEN PIXELATION, PAINT QUALITY, DENTS, SCRATCHES, LIGHT REDUCTION, ETC.
8. THE DIGITAL SIGN IS REQUIRED TO ALLOW THE OWNER TO UPLOAD INFORMATION TO THE SCREEN WITHOUT THE NEED OF A SUBSCRIPTION OF A THIRD PARTY SOFTWARE. SIGNAGE COMPANY IS TO COORDINATE WITH THE OWNER ON SOFTWARE AND EQUIPMENT TO ALLOW THE DIGITAL IMAGERY TO BE SELF SUPPORTED BY THE OWNER. CONTRACTOR IS RESPONSIBLE FOR ANY ADDITIONAL COST ASSOCIATED WITH ADDITIONAL EQUIPMENT AND SOFTWARE THAT IS NEEDED TO ACHIEVE AN OWNER SELF SUPPORTED DIGITAL SIGN. (ONE EXAMPLE: THE COST TO PROVIDE AND INSTALL A SEMI-COOLED SPACE FOR A OWNER SUPPLIED PC FOR THE DIGITAL SIGN)
9. COLOR SAMPLES AND SHOP DRAWINGS ARE TO BE SUBMITTED TO THE OWNER FOR REVIEW AND APPROVAL BEFORE MATERIALS ARE ORDERED.

COLOR FINISHES:

1. DARK GREEN - PMS 364
2. WHITE
3. RED - PMS 485
4. LIGHT GREEN - PMS 376
5. BRUSHED ALUMINUM

FINISH SAMPLES ARE TO BE SUBMITTED TO THE OWNER FOR REVIEW AND APPROVAL BEFORE MATERIALS ARE ORDERED.

ALTERNATES:

BASE BID: INCLUDES ALL WORK AS SHOWN ON CONSTRUCTION DOCUMENTS.

ALTERNATE NO.2 : SIGN "A" - INCLUDES COST TO INCREASE OVERALL SIGN HEIGHT TO 43'-0" AND INCREASE MESSAGE BOARD SIZE TO 15'X20'-SEE ELEVATIONS.

ABBREVIATIONS

EQ	EQUAL
TYP	TYPICAL
MIN	MINIMUM

SYMBOLS

ELEVATION TAG

SHEET NUMBER — X / Y — ELEVATION NUMBER

ENLARGED PLAN TAG

DETAIL NUMBER — X

SHEET NUMBER — Y

6/19/2024 1:16:15 PM

From the office of: Planning and Facility Design

FORREST GENERAL HOSPITAL
Forrest Health

FGH Project ID No.:	200-24-26
Date:	6/19/2024
Drawn By:	CW/BB
Reviewed By:	CW/ DG

CAMPUS SIGNAGE IMPROVEMENTS
FORREST GENERAL HOSPITAL
FORREST GENERAL | HATTIESBURG | MS

DUSTIN B. GATLIN
LICENSED PROFESSIONAL
ENGINEER
6/19/24
20503
STATE OF MISSISSIPPI

GENERAL NOTES

Scale:

24026-0.2

SIGNAGE SPECIFICATIONS:

SIGN A:

- PYLON SECTION TO BE FABRICATED ALUMINUM SUPPORT FRAME WITH INTERNAL STEEL SADDLES FOR A "SLIP FIT" OVER STEEL SUPPORT POLES. THE EXTERIOR OF THE PYLON IS TO BE FABRICATED .090 ALUMINUM SHEET LAMINATED WITH .040 ALUMINUM SHEET WITH BRUSHED AND ANODIZED FINISH. SEAMS IN THE METAL WILL RUN VERTICALLY AND WILL BE SUBMITTED ON THE SHOP DRAWINGS FOR APPROVED BY FORREST GENERAL HOSPITAL PRIOR TO FABRICATION.
- THE "FORREST GENERAL HOSPITAL" SIGN PANELS ARE TO BE SURFACE MOUNTED TO THE PYLON SECTION AND WILL HAVE GREEN "HALO" LIGHTING AROUND THE PERIMETER OF ENTIRE SIGN CABINET. THE CABINET ITSELF IS INTERNALLY ILLUMINATED WITH WHITE LEDS AND WILL HAVE ROUTED COPY BACKED WITH WHITE PLEX FOR THE "FORREST GENERAL HOSPITAL" AND "FORREST HEALTH" LINES OF COPY.
- THE 5' DIAMETER, INTERNALLY ILLUMINATED (WHITE LEDS) LOGO WILL BE 4" DEEP WITH FLAT PLEX FACES (SECURED IN PLACE WITH PAINTED ALUMINUM RETAINER) AND FIRST SURFACE VINYL GRAPHICS WITH 3M CLEAR OVERLAMINATE AND WILL HAVE GREEN "HALO" LIGHTING AROUND THE PERIMETER OF THE LOGO CABINET.
- THE EMERGENCY PANEL WILL BE ROUTED FROM THE PYLON SECTION AND BACKED WITH WHITE PLEX LAMINATED WITH 3M RED VINYL AND 3M CLEAR OVERLAMINATE AND BACKED WITH WHITE LED ILLUMINATION.
- THE ELECTRONIC MESSAGE CENTER (EMC) WILL BE A FULL COLOR DISPLAY WITH A RESOLUTION OF 10MM. THE EMC WILL HAVE FULL VIDEO CAPABILITIES, HARD WIRED AND WIRELESS COMMUNICATIONS, AND CLOUD-BASED INTERNET SCHEDULING. INCLUDED IN THE CONTRACT WILL BE FULL ON-SITE OPERATOR TRAINING CLASSES FOR HOSPITAL STAFF, INITIAL CONTENT GENERATION FOR IMAGES TO BE DISPLAYED ON THE SIGN AT TIME OF POWER CONNECTION, AND REMOTE ACCESS TO THE SIGN FOR TROUBLESHOOTING PURPOSES. STANDARD WARRANTY FOR THE EMC WILL BE 5 YEAR PARTS REPLACEMENT AND ONE YEAR ON SITE LABOR. APPROVED PROVIDERS FOR THE EMC WILL BE WATCHFIRE SIGNS, DAKTRONICS, OR OWNER APPROVED EQUAL.

SIGN B:

- PYLON SECTION TO BE FABRICATED STEEL SUPPORT FRAME WITH INTERNAL STEEL SADDLES FOR A "SLIP FIT" OVER A NEW STEEL SUPPORT POLE IMBEDDED IN A DRILLED FOUNDATION. THE EXTERIOR OF THE PYLON IS TO BE FABRICATED .090 ALUMINUM SHEET LAMINATED WITH .040 ALUMINUM SHEET WITH BRUSHED AND ANODIZED FINISH. SEAMS IN THE METAL WILL RUN VERTICALLY AND WILL BE SUBMITTED ON THE SHOP DRAWINGS FOR APPROVED BY FORREST GENERAL HOSPITAL PRIOR TO FABRICATION. THE GREEN SECTIONS OF THE PYLON WILL BE .040 ALUMINUM SHEETING LAMINATED OVER THE .090 ALUMINUM BASE LAYER AND PAINTED PER HOSPITAL COLOR SPECIFICATIONS.
- THE "FORREST GENERAL HOSPITAL" SIGN PANELS (QTY 4) ARE TO BE SURFACE MOUNTED TO THE PYLON SECTION AND WILL HAVE GREEN "HALO" LIGHTING AROUND THE PERIMETER OF ENTIRE SIGN CABINET. THE CABINET ITSELF IS INTERNALLY ILLUMINATED WITH GREEN LEDS AND WILL HAVE ROUTED COPY BACKED
- CLEAR PLEX OVERLAID WITH 3M GREEN VINYL FOR THE "FORREST GENERAL HOSPITAL" AND "FORREST HEALTH" LINES OF COPY.
- THE 3' DIAMETER, INTERNALLY ILLUMINATED (WHITE LEDS) LOGOS (QTY 4) WILL BE 4" DEEP WITH FLAT PLEX FACES (SECURED IN PLACE WITH PAINTED ALUMINUM RETAINER) AND FIRST SURFACE VINYL GRAPHICS WITH 3M CLEAR OVERLAMINATE AND WILL HAVE GREEN "HALO" LIGHTING AROUND THE PERIMETER OF THE LOGO CABINET.
- THE INTERNALLY ILLUMINATED DIRECTIONAL SIGN CABINETS (QTY 4) WILL BE FABRICATED AND PAINTED ALUMINUM AND WILL BE SURFACE MOUNTED TO THE PYLON SECTION OF THE SIGN. THE INDIVIDUAL DIRECTIONAL PANELS WILL BE FLAT PAINTED .063 ALUMINUM WITH ROUTED COPY BACKED WITH WHITE PLEX AND BACKED WITH WHITE LED ILLUMINATION.

SIGN C:

- PYLON SECTION TO BE FABRICATED STEEL SUPPORT FRAME WITH INTERNAL STEEL SADDLES FOR A "SLIP FIT" OVER A NEW STEEL SUPPORT POLE IMBEDDED IN A DRILLED FOUNDATION. THE EXTERIOR OF THE PYLON IS TO BE FABRICATED .090 ALUMINUM SHEET LAMINATED WITH .040 ALUMINUM SHEET WITH BRUSHED AND ANODIZED FINISH. SEAMS IN THE METAL WILL RUN VERTICALLY AND WILL BE SUBMITTED ON THE SHOP DRAWINGS FOR APPROVED BY FORREST GENERAL HOSPITAL PRIOR TO FABRICATION. THE GREEN SECTIONS OF THE PYLON WILL BE .040 ALUMINUM SHEETING LAMINATED OVER THE .090 ALUMINUM BASE LAYER AND PAINTED PER HOSPITAL COLOR SPECIFICATIONS.
- THE "FORREST GENERAL HOSPITAL" SIGN PANELS (QTY 4) ARE TO BE SURFACE MOUNTED TO THE PYLON SECTION AND WILL HAVE GREEN "HALO" LIGHTING AROUND THE PERIMETER OF ENTIRE SIGN CABINET. THE CABINET ITSELF IS INTERNALLY ILLUMINATED WITH GREEN LEDS AND WILL HAVE ROUTED COPY BACKED
- CLEAR PLEX OVERLAID WITH 3M GREEN VINYL FOR THE "FORREST GENERAL HOSPITAL" AND "FORREST HEALTH" LINES OF COPY.
- THE 3' DIAMETER, INTERNALLY ILLUMINATED (WHITE LEDS) LOGOS (QTY 4) WILL BE 4" DEEP WITH FLAT PLEX FACES (SECURED IN PLACE WITH PAINTED ALUMINUM RETAINER) AND FIRST SURFACE VINYL GRAPHICS WITH 3M CLEAR OVERLAMINATE AND WILL HAVE GREEN "HALO" LIGHTING AROUND THE PERIMETER OF THE LOGO CABINET.
- THE INTERNALLY ILLUMINATED DIRECTIONAL SIGN CABINETS (QTY 4) WILL BE FABRICATED AND PAINTED ALUMINUM AND WILL BE SURFACE MOUNTED TO THE PYLON SECTION OF THE SIGN. THE INDIVIDUAL DIRECTIONAL PANELS WILL BE FLAT PAINTED .063 ALUMINUM WITH ROUTED COPY BACKED WITH WHITE PLEX AND BACKED WITH WHITE LED ILLUMINATION.

From the office of: Planning and Facility Design

FORREST GENERAL HOSPITAL
Forrest Health

FGH Project ID No.:	200-24-26
Date:	6/19/2024
Drawn By:	CW/BB
Reviewed By:	CW/ DG

CAMPUS SIGNAGE IMPROVEMENTS
FORREST GENERAL HOSPITAL
FORREST GENERAL | HATTIESBURG | MS

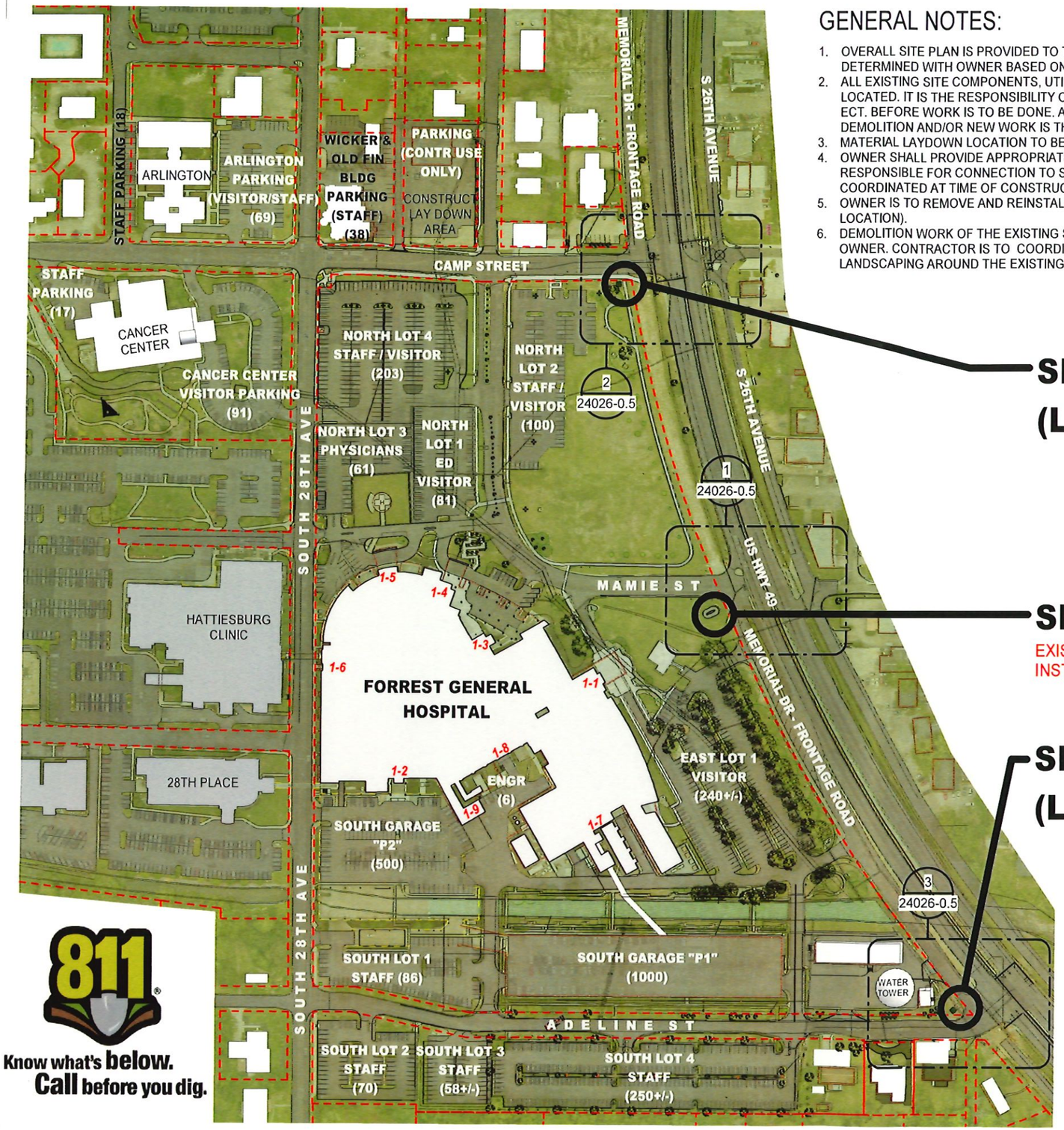
DUSTIN B. GATLIN
LICENSED PROFESSIONAL
ENGINEER
6/19/24
20503
STATE OF MISSISSIPPI

SIGNAGE SPECIFICATIONS

Scale:

24026-0.3

6/19/2024 1:16:15 PM



811 Know what's below. Call before you dig.

6/19/2024 1:16:29 PM

GENERAL NOTES:

1. OVERALL SITE PLAN IS PROVIDED TO THE CONTRACT AND IS APPROXIMATE. FINAL SIGN LOCATIONS TO BE FIELD DETERMINED WITH OWNER BASED ON SITE CONDITIONS AT TIME OF CONSTRUCTION.
2. ALL EXISTING SITE COMPONENTS, UTILITIES, SITE CONDITIONS, ETC. ARE TO BE FIELD VERIFIED AND FIELD LOCATED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL EXISTING SITE CONDITIONS, UTILITIES, ECT. BEFORE WORK IS TO BE DONE. ANY DAMAGES TO THE EXISTING COMPONENTS AND/OR SYSTEMS DURING DEMOLITION AND/OR NEW WORK IS THE RESPONSIBILITY OF THE CONTRACTOR.
3. MATERIAL LAYDOWN LOCATION TO BE COORDINATED WITH OWNER PRIOR TO CONSTRUCTION.
4. OWNER SHALL PROVIDE APPROPRIATE POWER TO EACH SIGN SITE. CONTRACTOR/ VENDOR SHALL BE RESPONSIBLE FOR CONNECTION TO SIGN. EXACT POWER REQUIREMENTS AND CONNECTIONS SHALL BE COORDINATED AT TIME OF CONSTRUCTION.
5. OWNER IS TO REMOVE AND REINSTALL LANDSCAPING AT THE EXISTING DIGITAL SIGN LOCATION. (SIGN "A" LOCATION).
6. DEMOLITION WORK OF THE EXISTING SIGN IS TO START AFTER THE LANDSCAPING HAS BEEN REMOVED BY THE OWNER. CONTRACTOR IS TO COORDINATE WITH THE OWNER FOR THE REMOVAL AND REINSTALLATION OF THE LANDSCAPING AROUND THE EXISTING DIGITAL SIGN.

SIGN "B" - MONUMENT SIGN (LOCATION)

SIGN "A" - DIGITAL SIGN

EXISTING SIGN TO BE REMOVED IN ITS ENTIRETY TO INSTALL NEW WORK.

SIGN "C" - MONUMENT SIGN (LOCATION)

1 OVERALL SITE PLAN
1" = 200'-0"

0 100' 200' 400'
0 2"
1" = 200'-0"

N

From the office of: Planning and Facility Design

FORREST GENERAL HOSPITAL
Forrest Health

FGH Project ID No.:	200-24-26
Date:	6/19/2024
Drawn By:	CW/BB
Reviewed By:	CW/ DG

CAMPUS SIGNAGE IMPROVEMENTS
FORREST GENERAL HOSPITAL

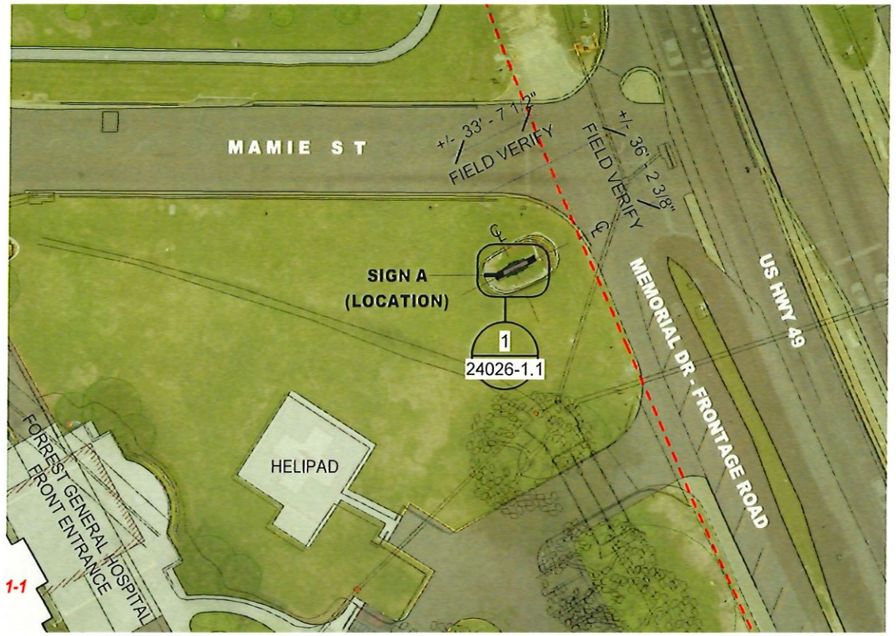
FORREST GENERAL | HATTIESBURG | MS

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ENGINEER
6/19/24
20503
STATE OF MISSISSIPPI

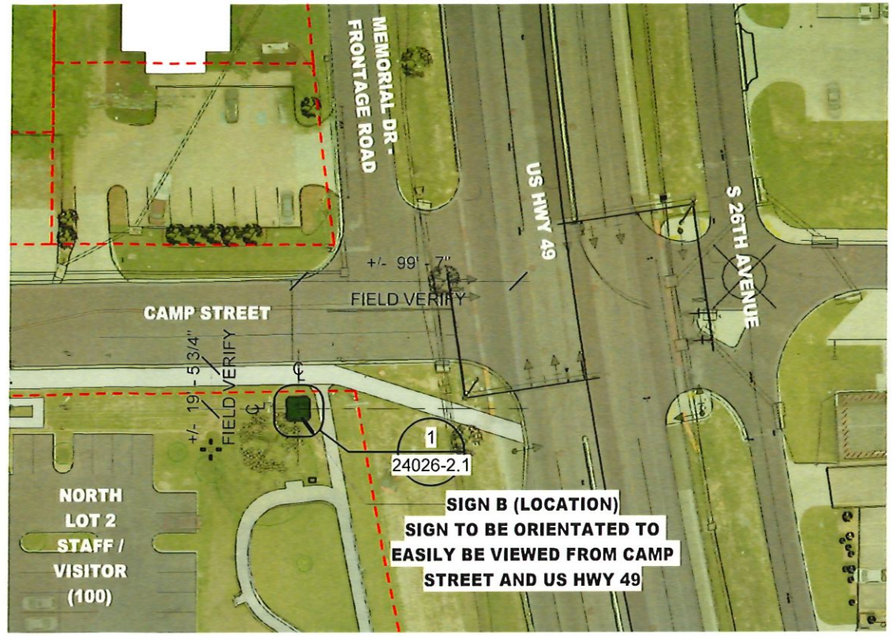
OVERALL SITE PLAN

Scale: 1" = 200'-0"

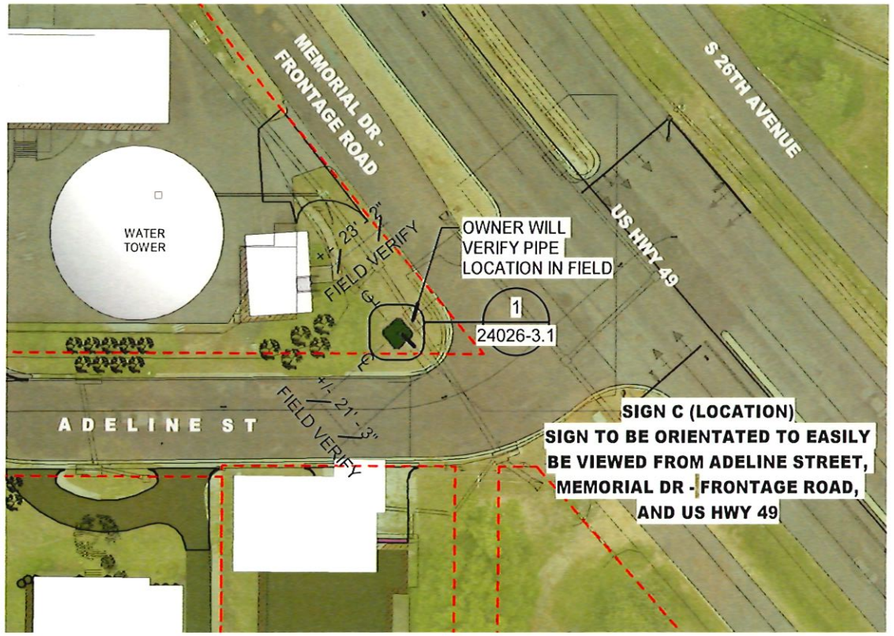
24026-0.4



1 SIGN "A" LOCATION
1" = 60'-0"



2 SIGN "B" LOCATION
1" = 60'-0"



3 SIGN "C" LOCATION
1" = 60'-0"

GENERAL NOTES:

1. OVERALL SITE PLAN IS PROVIDED TO THE CONTRACT AND IS APPROXIMATE. FINAL SIGN LOCATIONS TO BE FIELD DETERMINED WITH OWNER BASED ON SITE CONDITIONS AT TIME OF CONSTRUCTION.
2. ALL EXISTING SITE COMPONENTS, UTILITIES, SITE CONDITIONS, ETC. ARE TO BE FIELD VERIFIED AND FIELD LOCATED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL EXISTING SITE CONDITIONS, UTILITIES, ECT. BEFORE WORK IS TO BE DONE. ANY DAMAGES TO THE EXISTING COMPONENTS AND/OR SYSTEMS DURING DEMOLITION AND/OR NEW WORK IS THE RESPONSIBILITY OF THE CONTRACTOR.
3. MATERIAL LAYDOWN LOCATION TO BE COORDINATED WITH OWNER PRIOR TO CONSTRUCTION.
4. OWNER SHALL PROVIDE APPROPRIATE POWER TO EACH SIGN SITE. CONTRACTOR/ VENDOR SHALL BE RESPONSIBLE FOR CONNECTION TO SIGN. EXACT POWER REQUIREMENTS AND CONNECTIONS SHALL BE COORDINATED AT TIME OF CONSTRUCTION.
5. OWNER IS TO REMOVE AND REINSTALL LANDSCAPING AT THE EXISTING DIGITAL SIGN LOCATION. (SIGN "A" LOCATION).
6. DEMOLITION WORK OF THE EXISTING SIGN IS TO START AFTER THE LANDSCAPING HAS BEEN REMOVED BY THE OWNER. CONTRACTOR IS TO COORDINATE WITH THE OWNER FOR THE REMOVAL AND REINSTALLATION OF THE LANDSCAPING AROUND THE EXISTING DIGITAL SIGN.



EXISTING DIGITAL SIGN TO BE REMOVED IN ITS ENTIRETY BY CONTRACTOR TO INSTALL NEW WORK

EXISTING LANDSCAPING AND RETAINING WALL TO BE REMOVED BY OWNER IN ITS ENTIRETY PRIOR TO CONSTRUCTION. EXISTING FOUNDATION ELEMENTS TO BE REMOVED OR REMAIN AS REQ'D TO INSTALL NEW WORK.

4 EXISTING SIGN

811 Know what's below. Call before you dig.

0 30' 60' 120'
0 2"
1" = 60'-0"

N

From the office of: Planning and Facility Design

FORREST GENERAL HOSPITAL
Forrest Health

FGH Project ID No.:	200-24-26
Date:	6/19/2024
Drawn By:	CW/BB
Reviewed By:	CW/ DG

CAMPUS SIGNAGE IMPROVEMENTS
FORREST GENERAL HOSPITAL
FORREST GENERAL | HATTIESBURG | MS

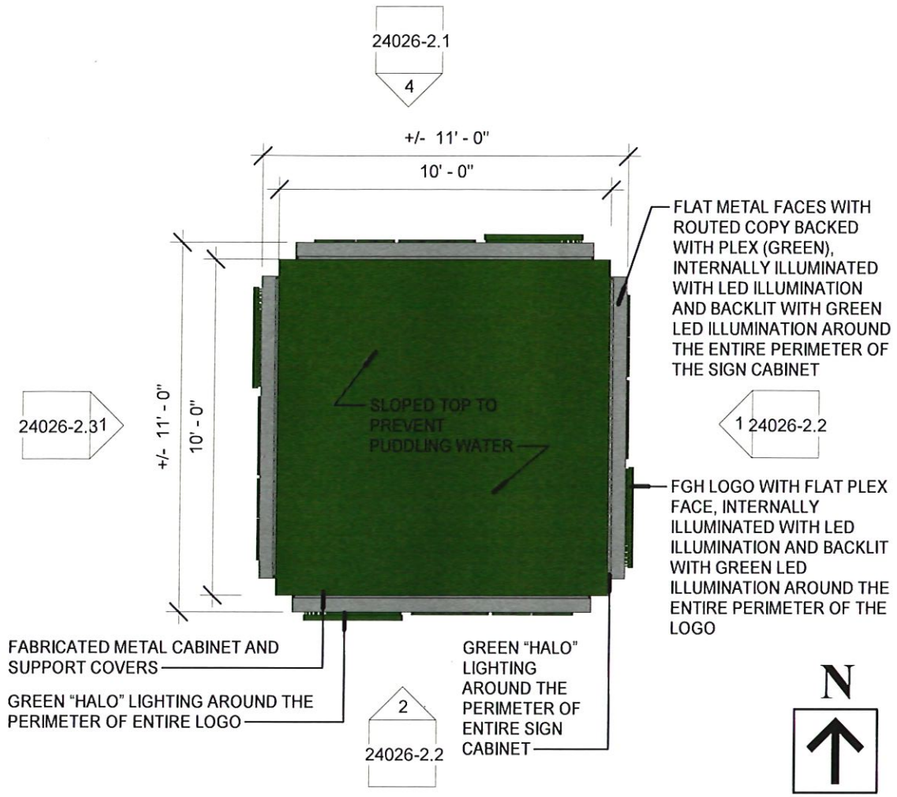
DUSTIN B. GATLIN
LICENSED PROFESSIONAL
ENGINEER
6/19/24
20503
STATE OF MISSISSIPPI

ENLARGED SITE PLANS

Scale: As indicated

24026-0.5

6/19/2024 1:16:31 PM



1 SIGN "B" PLAN VIEW
1/4" = 1'-0"

BASE BID



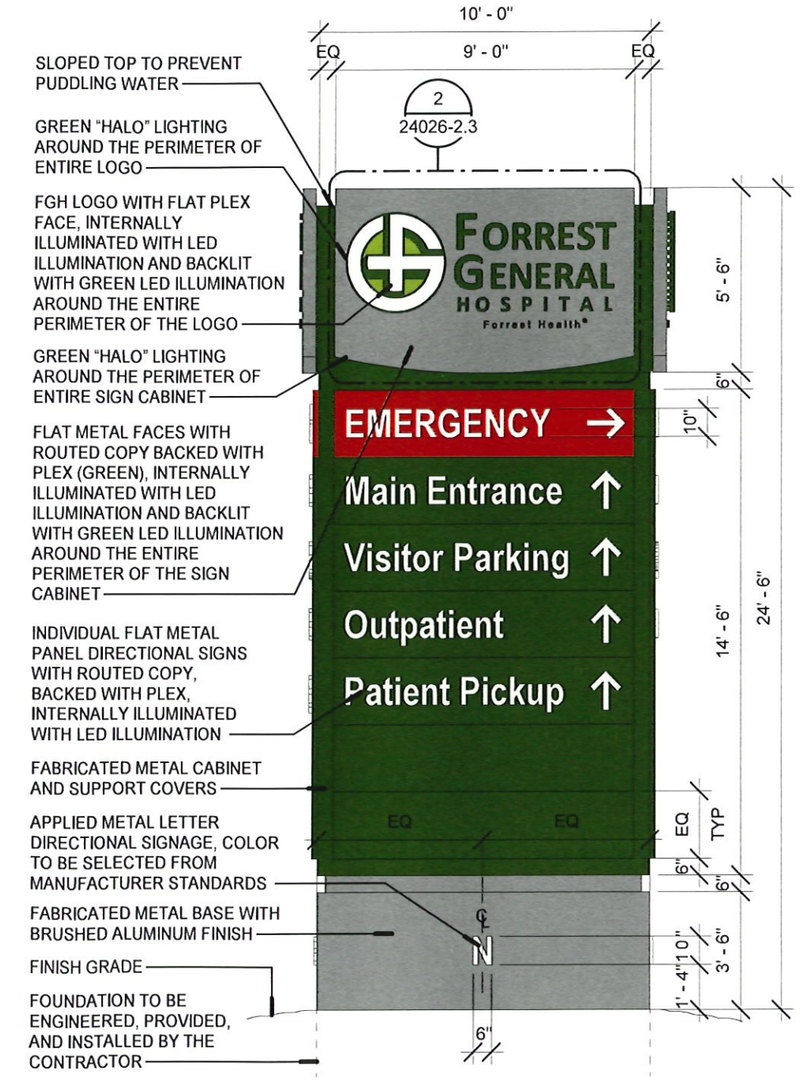
2 Sign B 3D View 1

BASE BID



3 Sign B 3D View 2

BASE BID



4 SIGN "B" - NORTH ELEVATION
1/4" = 1'-0"

BASE BID

GENERAL NOTES:

1. DESIGN AS SHOWN IS TO BE USED AS BASIS OF DESIGN AND IS SHOWN FOR ILLUSTRATION PURPOSES ONLY TO CONVEY DESIGN INTENT. FINAL LAYOUT/DESIGN OF SIGNAGE TO BE SUBMITTED TO OWNER FOR APPROVAL PRIOR TO FABRICATION.
2. INITIAL PANEL TEXT SHOWN FOR BIDDING PURPOSES ONLY. FINAL DESIGN/LAYOUT OF TEXT TO BE APPROVED BY OWNER.

6/19/2024 1:16:38 PM

From the office of: Planning and Facility Design

FORREST GENERAL HOSPITAL
Forrest Health

FGH Project ID No.:	200-24-26
Date:	6/19/2024
Drawn By:	CW/BB
Reviewed By:	CW/ DG

CAMPUS SIGNAGE IMPROVEMENTS
FORREST GENERAL HOSPITAL

FORREST GENERAL | HATTIESBURG | MS



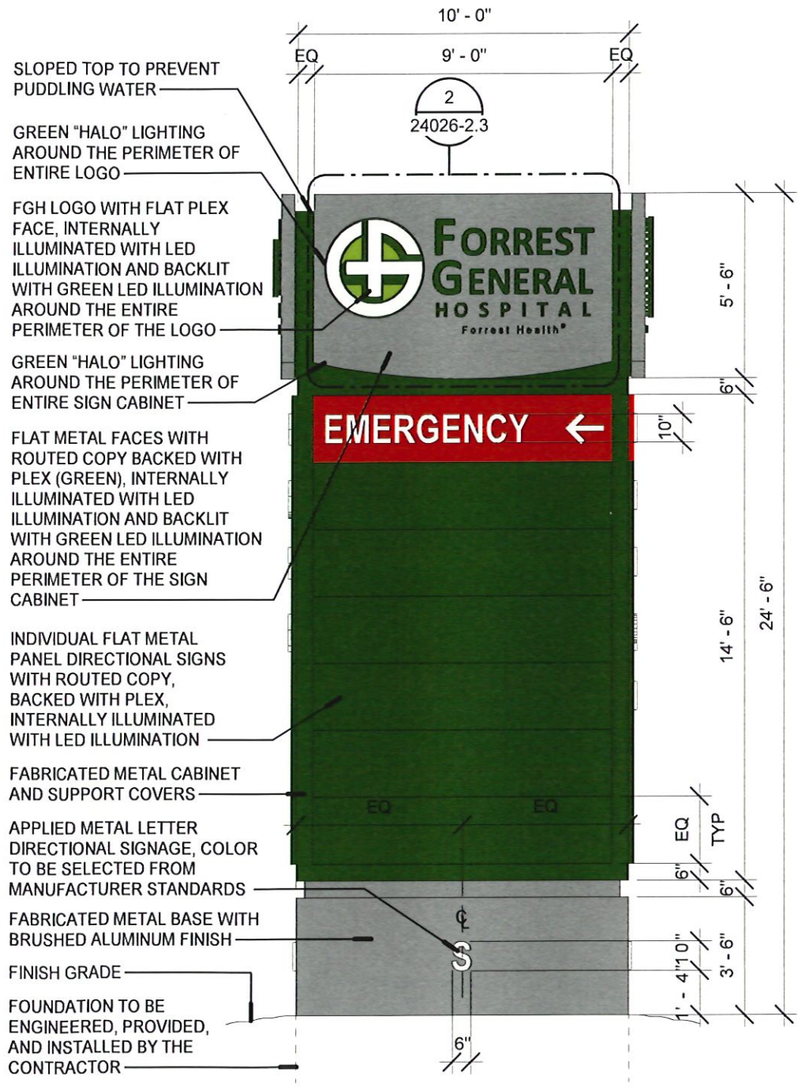
SIGN "B" PLAN & 3D VIEWS

Scale: 1/4" = 1'-0"

24026-2.1



1 SIGN "B" - EAST ELEVATION
1/4" = 1'-0"
BASE BID



2 SIGN "B" - SOUTH ELEVATION
1/4" = 1'-0"
BASE BID

GENERAL NOTES:

1. DESIGN AS SHOWN IS TO BE USED AS BASIS OF DESIGN AND IS SHOWN FOR ILLUSTRATION PURPOSES ONLY TO CONVEY DESIGN INTENT. FINAL LAYOUT/DESIGN OF SIGNAGE TO BE SUBMITTED TO OWNER FOR APPROVAL PRIOR TO FABRICATION.
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From the office of: Planning and Facility Design

FORREST GENERAL HOSPITAL
Forrest Health

FGH Project ID No.:	200-24-26
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CAMPUS SIGNAGE IMPROVEMENTS
FORREST GENERAL HOSPITAL

FORREST GENERAL | HATTIESBURG | MS

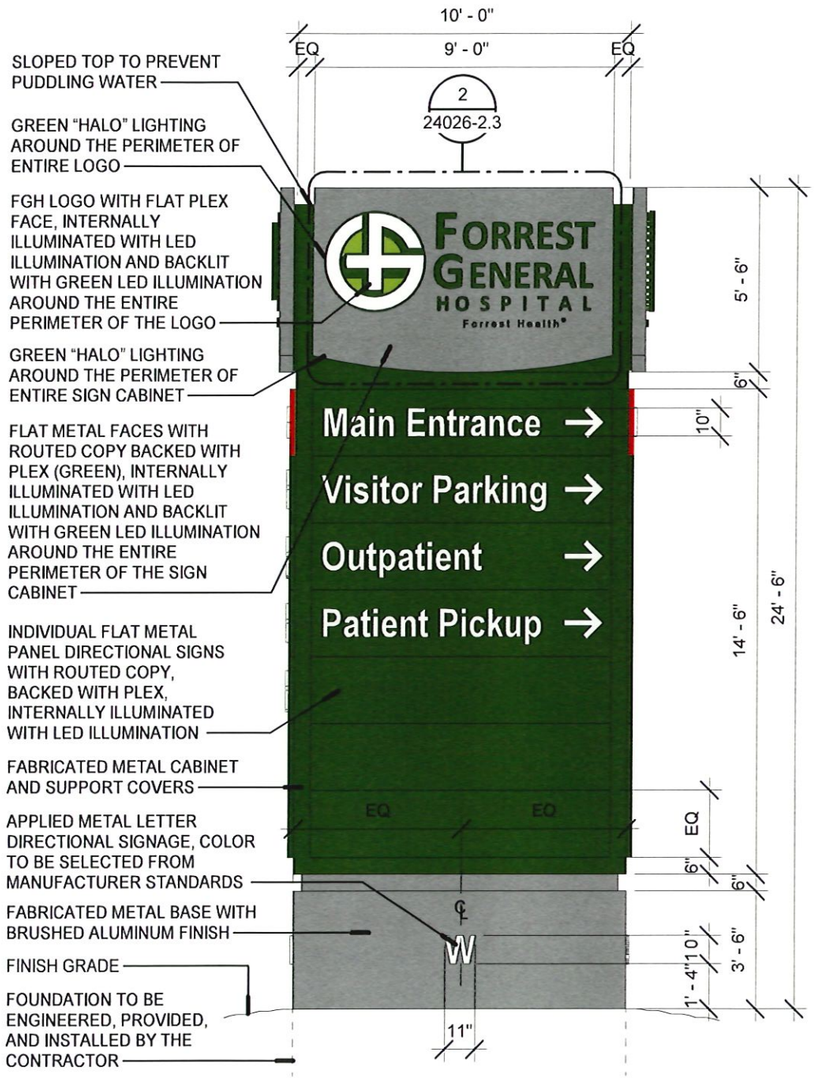
DUSTIN B. GATLIN
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ENGINEER
6/19/24
20503
STATE OF MISSISSIPPI

SIGN "B" ELEVATIONS

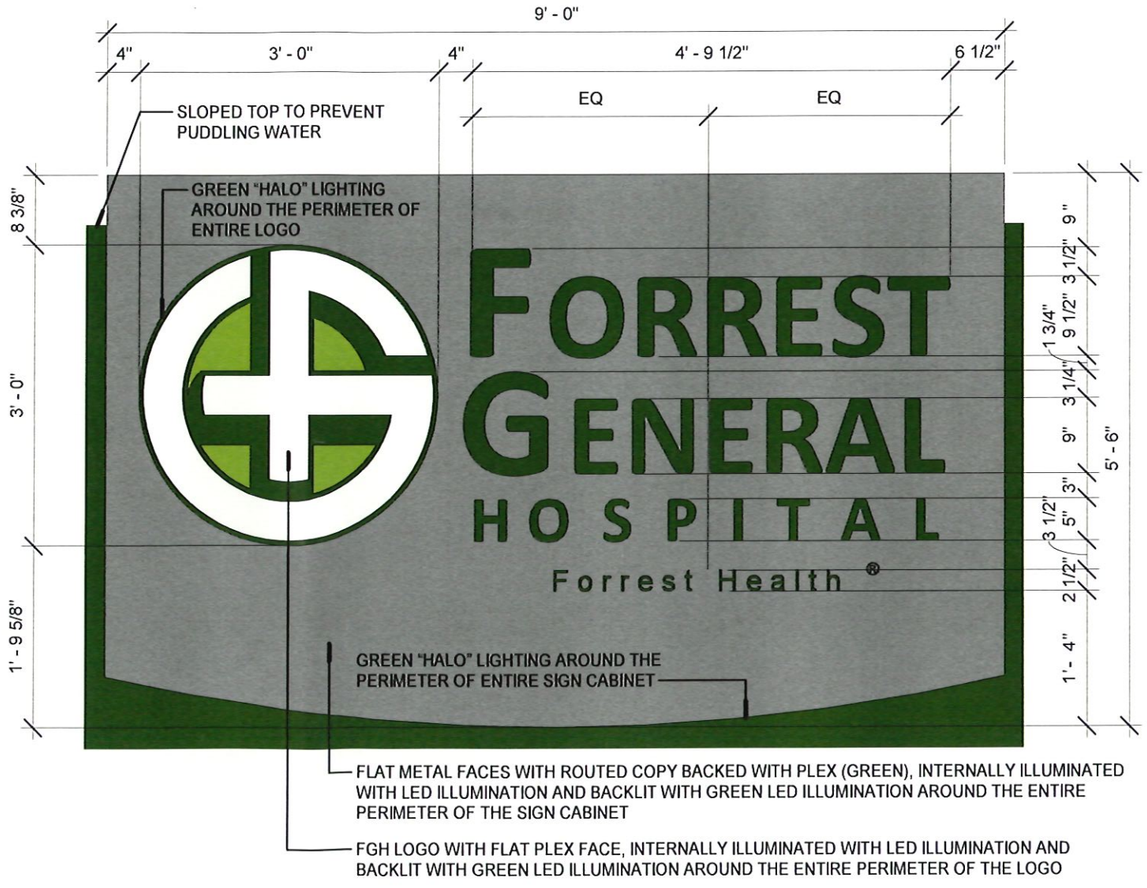
Scale: 1/4" = 1'-0"

24026-2.2

6/19/2024 1:16:39 PM



1 SIGN "B" - WEST ELEVATION
1/4" = 1'-0"
BASE BID



2 SIGN "B" AND "C" - ENLARGED PLAN
3/4" = 1'-0"
BASE BID

GENERAL NOTES:

1. DESIGN AS SHOWN IS TO BE USED AS BASIS OF DESIGN AND IS SHOWN FOR ILLUSTRATION PURPOSES ONLY TO CONVEY DESIGN INTENT. FINAL LAYOUT/DESIGN OF SIGNAGE TO BE SUBMITTED TO OWNER FOR APPROVAL PRIOR TO FABRICATION.
2. INITIAL PANEL TEXT SHOWN FOR BIDDING PURPOSES ONLY. FINAL DESIGN/LAYOUT OF TEXT TO BE APPROVED BY OWNER.

From the office of: Planning and Facility Design

FORREST GENERAL HOSPITAL
Forrest Health®

FGH Project ID No.:	200-24-26
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CAMPUS SIGNAGE IMPROVEMENTS
FORREST GENERAL HOSPITAL

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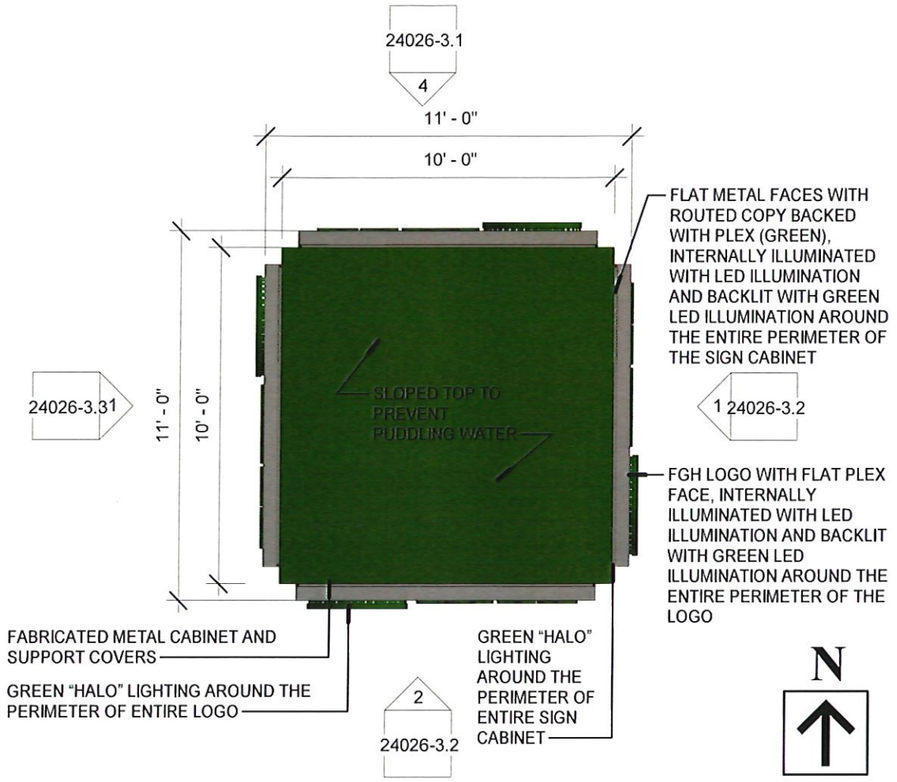
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STATE OF MISSISSIPPI

SIGN "B" ELEVATION AND SIGN "B" AND "C" ENLARGED PLAN

Scale: As indicated

24026-2.3

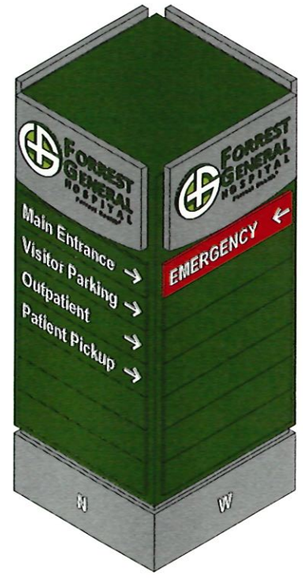
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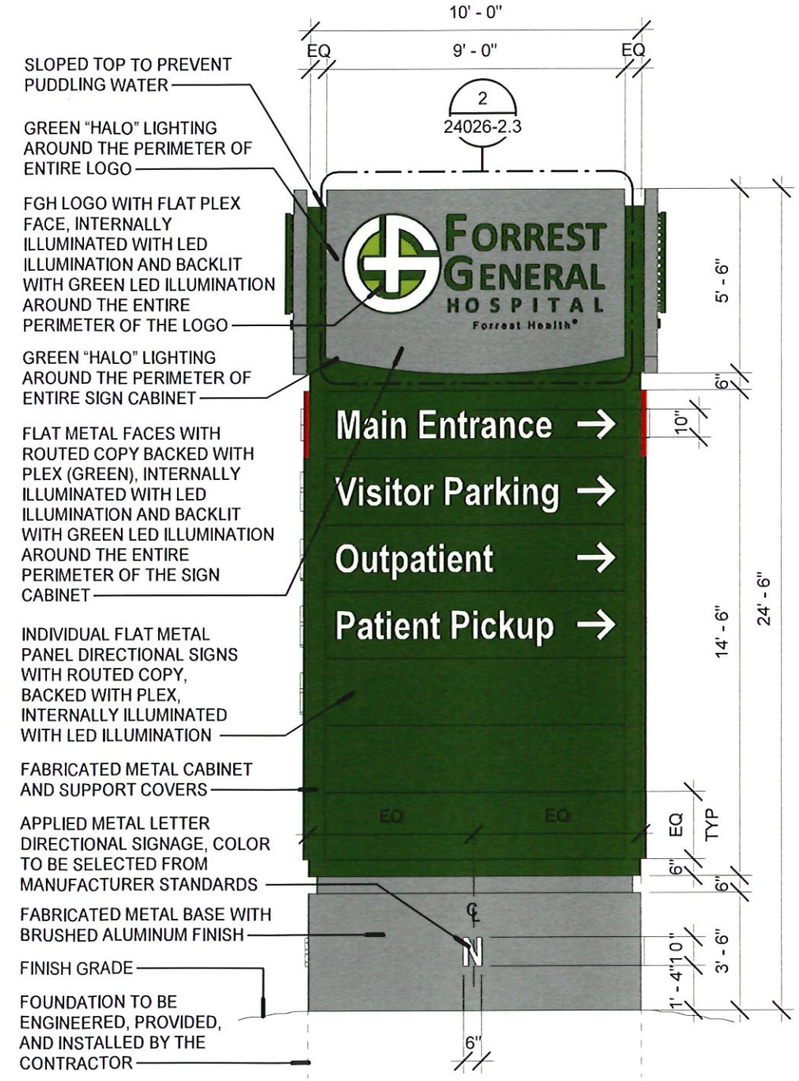
1 SIGN "C" PLAN VIEW
1/4" = 1'-0"
BASE BID



2 Sign C 3D View 1
BASE BID



3 Sign C 3D View 2
BASE BID



4 SIGN "C" - NORTH ELEVATION
1/4" = 1'-0"
BASE BID

GENERAL NOTES:

1. DESIGN AS SHOWN IS TO BE USED AS BASIS OF DESIGN AND IS SHOWN FOR ILLUSTRATION PURPOSES ONLY TO CONVEY DESIGN INTENT. FINAL LAYOUT/DESIGN OF SIGNAGE TO BE SUBMITTED TO OWNER FOR APPROVAL PRIOR TO FABRICATION.
2. INITIAL PANEL TEXT SHOWN FOR BIDDING PURPOSES ONLY. FINAL DESIGN/LAYOUT OF TEXT TO BE APPROVED BY OWNER.

6/19/2024 1:16:42 PM

From the office of: Planning and Facility Design

FORREST GENERAL HOSPITAL
Forrest Health

FGH Project ID No.:	200-24-26
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Reviewed By:	CW/ DG

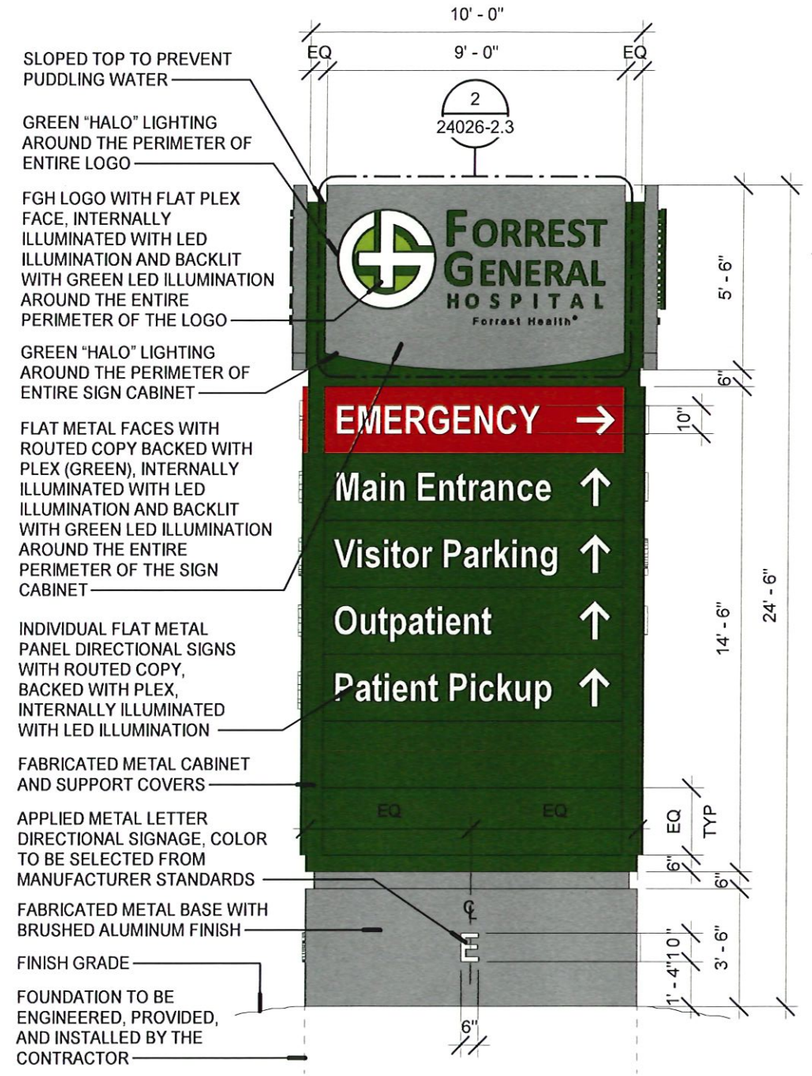
CAMPUS SIGNAGE IMPROVEMENTS
FORREST GENERAL HOSPITAL
FORREST GENERAL | HATTIESBURG | MS

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LICENSED PROFESSIONAL
ENGINEER
6/19/24
20503
STATE OF MISSISSIPPI

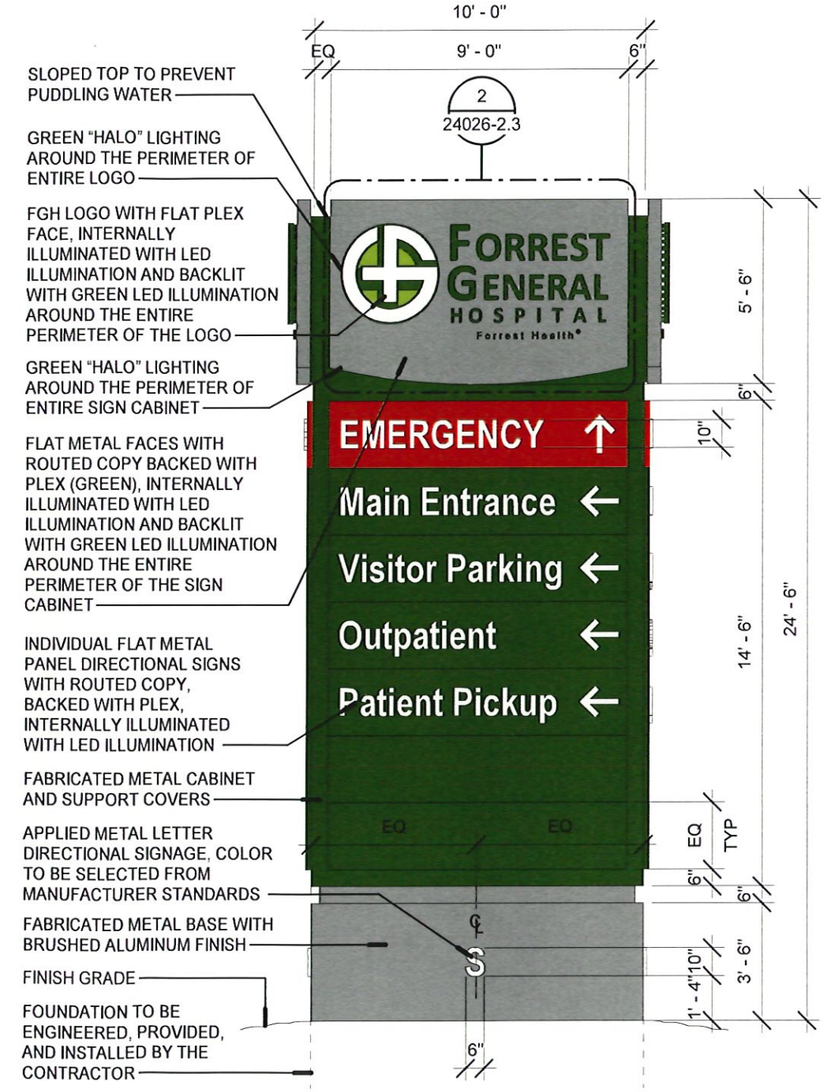
SIGN "C" PLAN & 3D VIEWS

Scale: 1/4" = 1'-0"

24026-3.1



1 SIGN "C" - EAST ELEVATION
1/4" = 1'-0"
BASE BID



2 SIGN "C" - SOUTH ELEVATION
1/4" = 1'-0"
BASE BID

GENERAL NOTES:

1. DESIGN AS SHOWN IS TO BE USED AS BASIS OF DESIGN AND IS SHOWN FOR ILLUSTRATION PURPOSES ONLY TO CONVEY DESIGN INTENT. FINAL LAYOUT/DESIGN OF SIGNAGE TO BE SUBMITTED TO OWNER FOR APPROVAL PRIOR TO FABRICATION.
2. INITIAL PANEL TEXT SHOWN FOR BIDDING PURPOSES ONLY. FINAL DESIGN/LAYOUT OF TEXT TO BE APPROVED BY OWNER.

From the office of: Planning and Facility Design
FORREST GENERAL HOSPITAL
Forrest Health

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CAMPUS SIGNAGE IMPROVEMENTS
FORREST GENERAL HOSPITAL
FORREST GENERAL | HATTIESBURG | MS

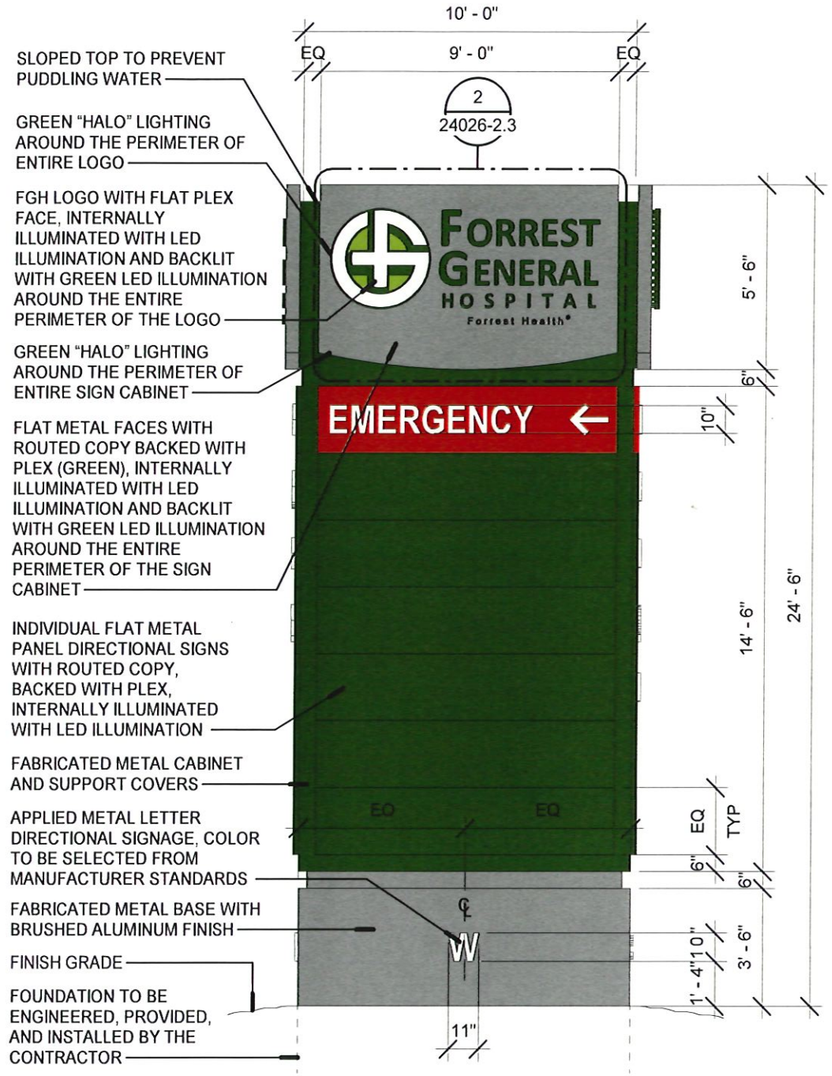
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LICENSED PROFESSIONAL
ENGINEER
6/19/24
20503
STATE OF MISSISSIPPI

SIGN "C" ELEVATIONS

Scale: 1/4" = 1'-0"

24026-3.2

6/19/2024 1:16:43 PM



1 SIGN "C" - WEST ELEVATION
1/4" = 1'-0"

BASE BID

6/19/2024 1:16:43 PM

GENERAL NOTES:

1. DESIGN AS SHOWN IS TO BE USED AS BASIS OF DESIGN AND IS SHOWN FOR ILLUSTRATION PURPOSES ONLY TO CONVEY DESIGN INTENT. FINAL LAYOUT/DESIGN OF SIGNAGE TO BE SUBMITTED TO OWNER FOR APPROVAL PRIOR TO FABRICATION.
2. INITIAL PANEL TEXT SHOWN FOR BIDDING PURPOSES ONLY. FINAL DESIGN/LAYOUT OF TEXT TO BE APPROVED BY OWNER.

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FORREST GENERAL HOSPITAL
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CAMPUS SIGNAGE IMPROVEMENTS
FORREST GENERAL HOSPITAL

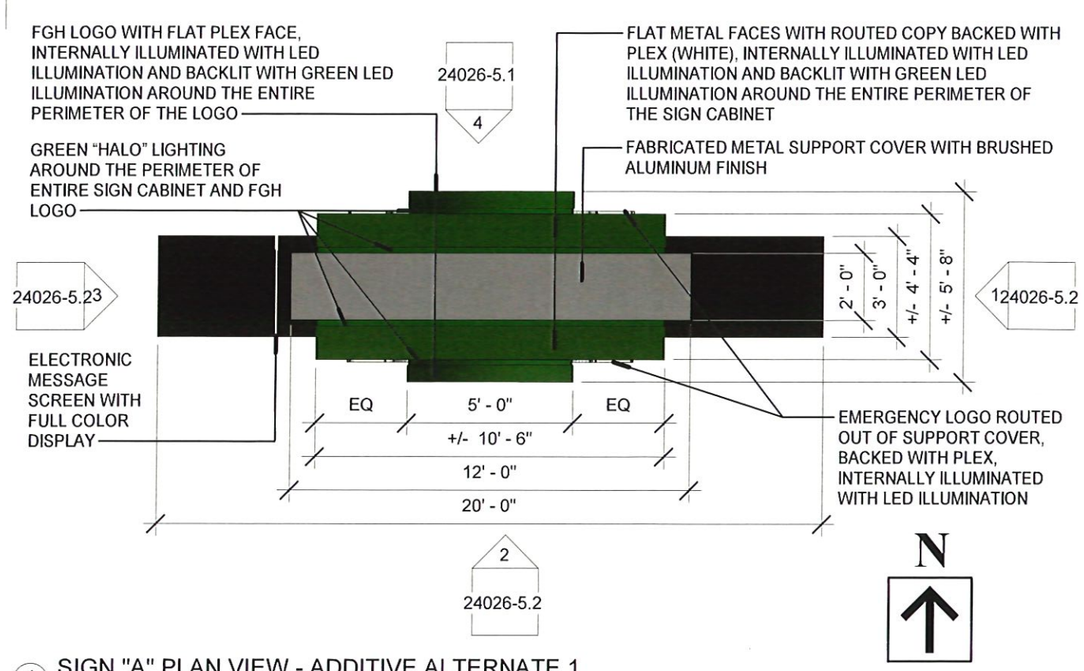
FORREST GENERAL | HATTIESBURG | MS

DUSTIN B. GATLIN
LICENSED PROFESSIONAL
ENGINEER
6/19/24
20503
STATE OF MISSISSIPPI

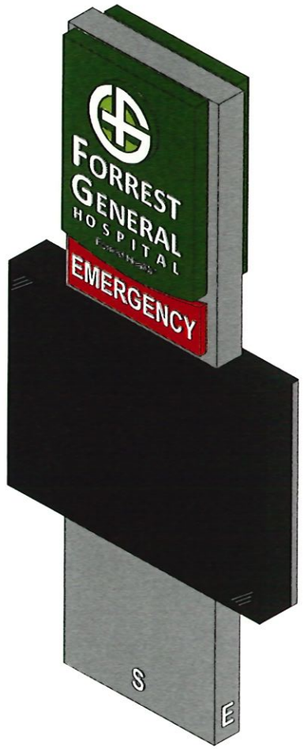
SIGN "C" ELEVATIONS

Scale: 1/4" = 1'-0"

24026-3.3



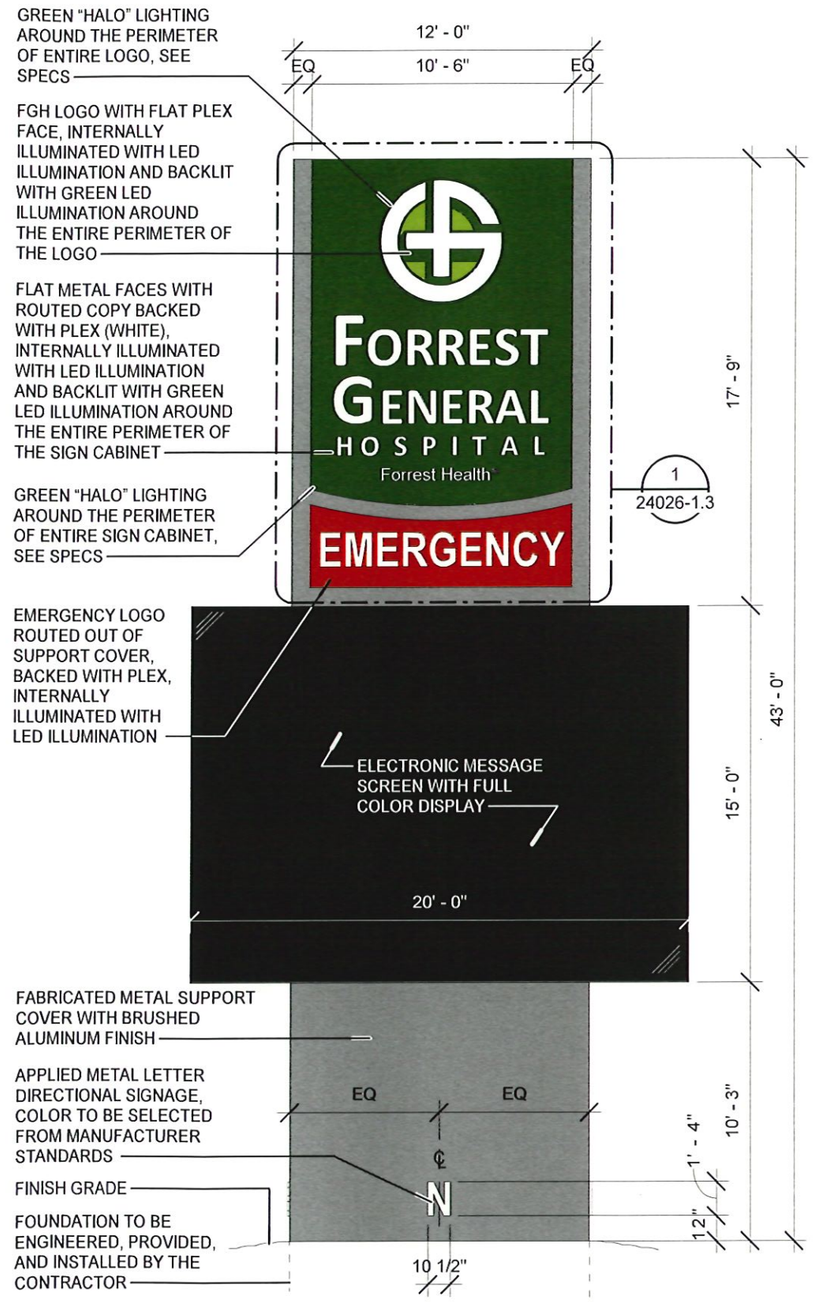
1 SIGN "A" PLAN VIEW - ADDITIVE ALTERNATE 1
1/4" = 1'-0"



2 SIGN "A" 3D VIEW -ADDITIVE ALTERNATE 1 - SE



3 SIGN "A" 3D VIEW -ADDITIVE ALTERNATE 1 - NW



4 SIGN "A" - ADDITIVE ALTERNATE 1 - NORTH ELEVATION
3/16" = 1'-0"

NOTE: DESIGN AS SHOWN IS TO BE USED AS BASIS OF DESIGN AND IS SHOWN FOR ILLUSTRATION PURPOSES ONLY TO CONVEY DESIGN INTENT. FINAL LAYOUT/DESIGN OF SIGNAGE TO BE SUBMITTED TO OWNER FOR APPROVAL PRIOR TO FABRICATION.

6/19/2024 1:16:46 PM

From the office of: Planning and Facility Design

FORREST GENERAL HOSPITAL
Forrest Health

FGH Project ID No.:	200-24-26
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Reviewed By:	CW/ DG

CAMPUS SIGNAGE IMPROVEMENTS
FORREST GENERAL HOSPITAL

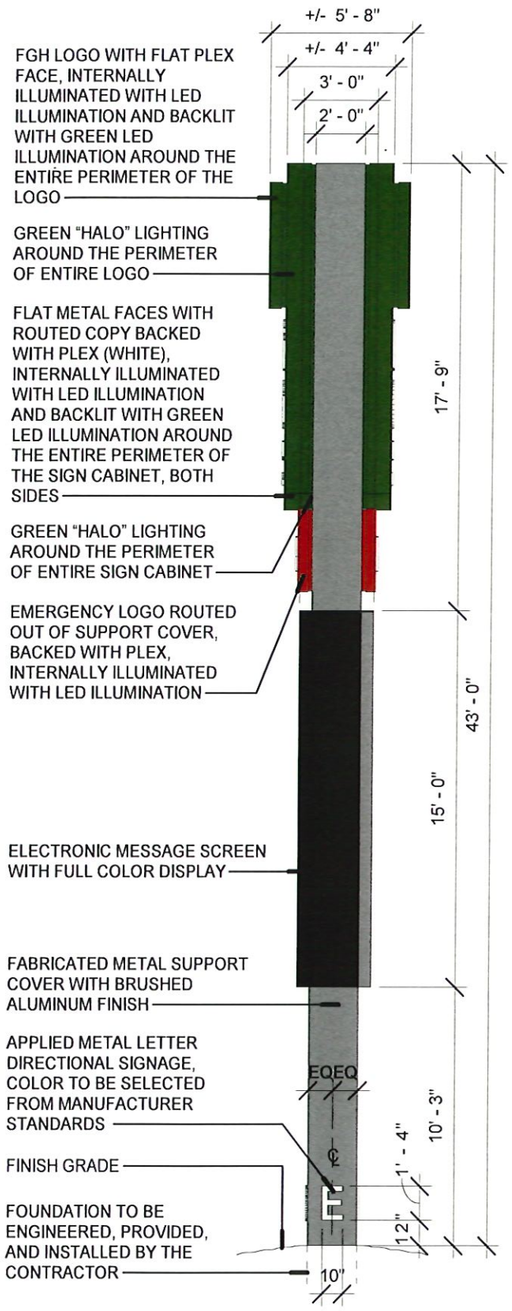
FORREST GENERAL | HATTIESBURG | MS

DUSTIN B. GATLIN
LICENSED PROFESSIONAL
ENGINEER
6/19/24
20503
STATE OF MISSISSIPPI

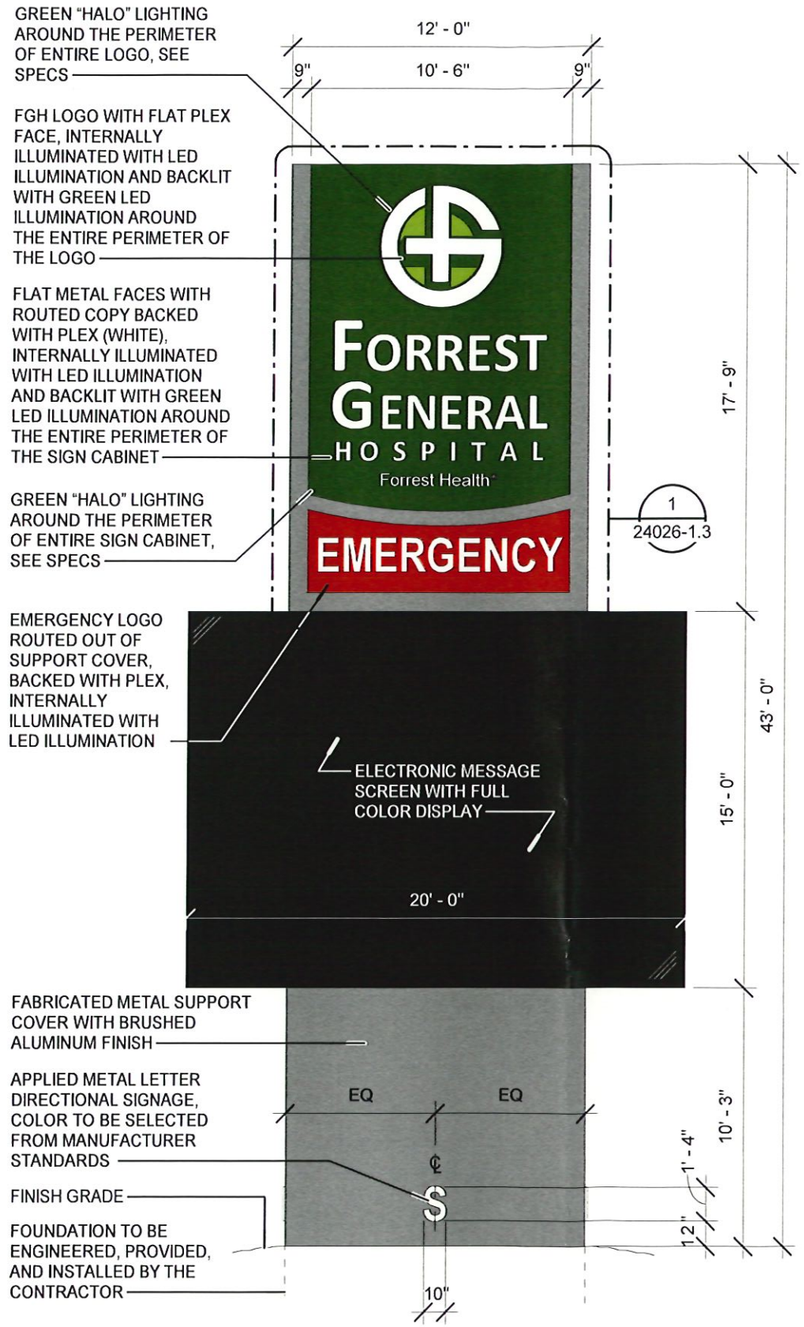
SIGN "A" PLAN & VIEWS - ADDITIVE ALTERNATE 1

Scale: As indicated

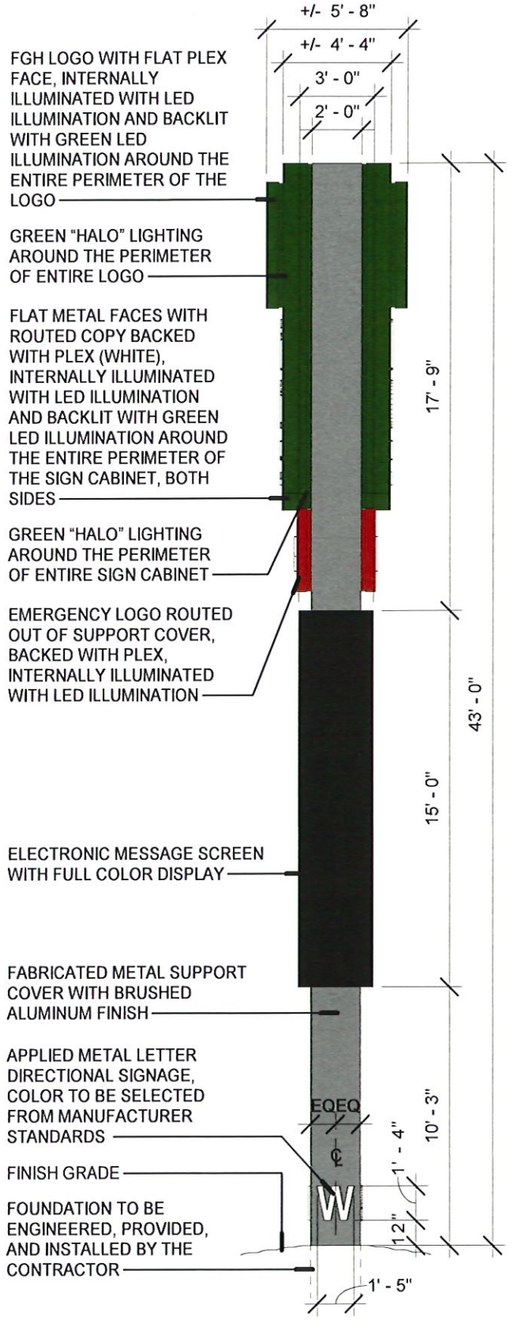
24026-5.1



1 SIGN "A" - ADDITIVE ALTERNATE 1 - EAST ELEVATION
3/16" = 1'-0"



2 SIGN "A" - ADDITIVE ALTERNATE 1 - SOUTH ELEVATION
3/16" = 1'-0"



3 SIGN "A" - ADDITIVE ALTERNATE 1 - WEST ELEVATION
3/16" = 1'-0"

NOTE: DESIGN AS SHOWN IS TO BE USED AS BASIS OF DESIGN AND IS SHOWN FOR ILLUSTRATION PURPOSES ONLY TO CONVEY DESIGN INTENT. FINAL LAYOUT/DESIGN OF SIGNAGE TO BE SUBMITTED TO OWNER FOR APPROVAL PRIOR TO FABRICATION.

6/19/2024 1:16:46 PM

From the office of: Planning and Facility Design

FORREST GENERAL HOSPITAL
Forrest Health

FGH Project ID No.:	200-24-26
Date:	6/19/2024
Drawn By:	CW/BB
Reviewed By:	CW/ DG

CAMPUS SIGNAGE IMPROVEMENTS
FORREST GENERAL HOSPITAL

FORREST GENERAL | HATTIESBURG | MS

DUSTIN B. GATLIN
LICENSED PROFESSIONAL
ENGINEER
6/19/24
20503
STATE OF MISSISSIPPI

SIGN "A" PLAN & VIEWS - ADDITIVE ALTERNATE 1

Scale: 3/16" = 1'-0"

24026-5.2

793

STATE OF MISSISSIPPI

COUNTY OF FORREST

55479

2003 OCT -9 A 9:05

WARRANTY DEED

FOR A VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, we, the undersigned DAVID ALLEN, CHARLES E. MARSHALL, LYNN CARTLIDGE, JOHNNY DUPREE and BILLY HUDSON, SR., being the presently elected, qualified and acting members of the Board of Supervisors of Forrest County, Mississippi, and being the successors in office of C. E. Fairley, Carl E. Berry, Sr., Luther G. Lee, J. A. P. Carter and Jesse P. Bounds, the members of the Board of Supervisors of Forrest County, Mississippi on February 10, 1949, and the Grantees under that certain Warranty Deed executed by R. B. Thomas and Mrs. R. B. Thomas recorded in Land Deed Book 106 at Pages 186 through 187, inclusive, in the office of the Chancery Clerk of Forrest County, Mississippi, do hereby grant, bargain, sell, convey and warrant to FORREST COUNTY, MISSISSIPPI the following described real property lying and being situate in the City of Hattiesburg, Forrest County, Mississippi, to wit:

Block 19 - Remnants of Lots 13, 14 and 15;

Block 20 - Entire Block, less highway right-of-way;

Block 21 - Lots 1 through 22, inclusive;

Block 22 - Lots 1 through 14, inclusive;

Block 23 - Entire Block, consisting of Lots 1 through 24, inclusive;

Block 24 - Entire Block, less right-of-way and less that portion of Lots 1 and 2 lying East of right-of-way; and

Block 25 - Remnants of Lots 13 and 14,

all of said property being located and situated in the Hattiesburg Heights Fourth Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi;

TOGETHER WITH all improvements thereon and appurtenances thereunto belonging.

The above described real property is being conveyed to Forrest County, Mississippi, for the use and benefit of Forrest County

General Hospital and the same is hereby dedicated for hospital purposes and said real property shall constitute a part of the facilities of said hospital to be operated by its Board of Trustees.

The Grantors, and each of them, have executed and delivered this Warranty Deed in their representative capacities as members of the Board of Supervisors of Forrest County, Mississippi and not individually and this deed is being executed and delivered in accordance with an order of the Board of Supervisors of Forrest County, Mississippi adopted at a meeting thereof duly and legally held on October 2, 2000.

WITNESS THE SIGNATURE OF THE GRANTORS on this 2nd day of October, A.D., 2000.

DAVID ALLEN

CHARLES E. MARSHALL

LYNN CARTLIDGE

JOHNNY DUPREE

BILLY HUDSON, SR.

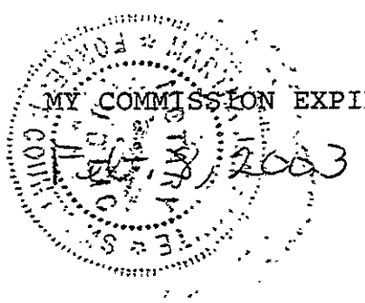
STATE OF MISSISSIPPI

COUNTY OF FORREST

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said state and county, within my jurisdiction, DAVID ALLEN, CHARLES E. MARSHALL, LYNN CARTLIDGE, JOHNNY DUPREE and BILLY HUDSON, SR., who each acknowledged that they are members of the Board of Supervisors of Forrest County, Mississippi, and that as such they signed, executed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned for and on behalf, in the name as the act and deed of said Board of Supervisors, they first being duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this 2nd day of October, A.D., 2000.

Martha Jane White
NOTARY PUBLIC



MY COMMISSION EXPIRES:
Feb. 3, 2003

NAME, ADDRESS AND TELEPHONE NUMBER OF GRANTORS:

Board of Supervisors
Forrest County, Mississippi
Paul B. Johnson, Jr. Chancery Facility
641 Main Street
Hattiesburg, MS 39401
Telephone: (601) 545-6007

NAME, ADDRESS AND TELEPHONE NUMBER OF GRANTEE:

Forrest County, Mississippi
Paul B. Johnson, Jr. Chancery Facility
641 Main Street
Hattiesburg, MS 39401
Telephone: (601) 545-6007

THIS INSTRUMENT WAS PREPARED BY:

James F. McKenzie
MSB #2674
HEIDELBERG & WOODLIFF, P.A.
Post Office Box 1070
Hattiesburg, MS 39403-1070
Telephone: (601) 545-8180

INDEXING INSTRUCTIONS:

Index under Blocks 19 through 25, inclusive, in the Hattiesburg Heights Fourth Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi

BOOK 0849 PAGE 56

MINUTES OF THE

REGULAR MEETING OF THE

BOARD OF ADJUSTMENT

November 6th, 2024

Board Members Roll Call:

Members Present:

1. Bernard Green, Vice Chair
    a. Late (3:39). Missed Agenda approval and October Minutes Approval. Present from items A-G.
2. Richard Conville
    a. Left early (5:30). Present from items A-F.
3. Shawn Harris, Chair
4. Brandon E.J. Williams
5. Eric Boney
6. Herman Dungan
    a. Left early (5:30). Present from items A-F.
7. James Trussell
8. Stacey Ready
    a. Left early (5:30). Present from items A-F.
9. John Eye
10. James Trussell

Members Absent:

1. Jessica Cathey

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

Chair Harris declared the Board of Adjustment meeting open and in session at 3:34p.m.

AGENDA REVIEW

A motion was made to accept the agenda.

Motion:

Made by Herman Dungan to approve the agenda

Second:

Made by Stacey Ready

Vote:

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

MINUTES REVIEW

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

Motion:

Made by Herman Dungan

Second:

Made by Stacey Ready

Vote:

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

PLANNING REPORT

The Planning Division staff gave a report.

CHAIR'S REPORT

No report from the chair.

INTRODUCTIONS:

Board of Adjustment members and Staff introduced themselves.

PUBLIC HEARING:

Item A: Merchants & Marine Bank, Property Owner, Thomas H Eaves, Representative/Architect, and Rion Snowdon, Architect, request a variance from the requirement of one large, shade or canopy tree per parking island (LDC 7.10.10.2) to allow for 0 in four separate landscape islands, and request a variance from the requirement of one tree per 60 feet of lineal frontage (LDC 7.10.11.1) to allow for 0 at a property located at 4607 Hardy Street (PPIN 21451, Ward 4, Lamar County).

Discussion and Vote:

Staff introduced the case. Thomas H Eaves presented on behalf of the application.

- What if variance is not granted (Eye).
    - "don't really have a plan B."
    - Couldn't plant front trees because of power lines and monument sign.
- Tell about the extra trees were planted instead (Ready)
    - Drake Elms, Willows, and Crape Murtles. Shrubs planed in front will get 8-10 ft tall. Moved some into the rear. More screening plants on the back side near the Coco Cola plant.
- Could the trees be planted in MDOT right of way? (Harris)

Presented by:

1. Thomas H Eaves

Proponents:

1. None

Opponents:

1. None

A1 and A2- Motion:

Herman Dungan motioned to recommend denial of both of the requests.

Second:

Made by John Eye.

Vote:

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

Motion fails with 4-4, 1 abstention. No recommendation on the variances from the board and will move to City Council with no recommendation.

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Second:
Made by Stacey Ready.

Vote:

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

Motion to recommend denial of the variance passes 8-0 with 1 abstention.

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Presented by:

1. Jeffrey Cook and Dustin Gatlin

Proponents:

1. None

Opponents:

1. None

Motion:

Brandon E.J. Williams motioned to recommend approval for Items C, D, and E in entirety on basis of special privilege.

Second:

Made by Eric Boney .

Vote:

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

Motion to recommend approval for Items C, D, and E in entirety on basis of special privilege passes 8-1.

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Presented by:

1. Rion Snowden
    a. ** Renderings need to be sent to add in file as exhibit.

Proponents:

1. None

Opponents:

1 None

Motion:

Brandon E.J. Williams motioned to recommend approval of the request in its entirety, based upon reasonable use.

Second:

Made by Eric Boney .

Vote:

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

Motion to recommend approval of the request in its entirety, based upon reasonable use. The variance passes 9-0.

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

Motion to remove the request from the table passes 6-0.

Discussion and Vote:
Staff introduced the case. Scott Pipkins presented on behalf of the application.

Presented by:
1. Scott Pipkins
    a. Letters of support to be sent to planning.

Proponents:
1. None

Opponents:
1. None

Motion:
Bernard Green motioned to recommend approval of the request, on the basis of reasonable use and special privilege.

Second:
Made by James Trussell.

Vote:

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

Herman Dungan			ABSENT
James Trussell	X		
Jessica Cathy			ABSENT

Motion to approve the variance passes 6-0.

OTHER BUSINESS:

- Nominating committee report moved to December

Adjournment:

The meeting was adjourned at 5:44 p.m.

Motion:

Made by Brandon E.J. Williams

Second:

Made by Bernard Green

Vote:

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

Date: **Tuesday, November 19, 2024**

Re: **Approve or deny variance requests from the maximum sign area (per sign) of 64sqft for an EM-9 zoned property to allow for 800sqft, a variance from the height maximum of 10ft for an EM-9 zoned property to allow for 24.5ft, and a variance from the depth maximum of 2ft for an EM-9 zoned property to allow for 10ft at a property located at 6051 US Hwy 49 (PPIN 16706, Ward 4, Forrest County), as requested by Forrest General Hospital, Property Owner, and Dustin Gatlin, Representative. The Board of Adjustment recommended approval on November 6th, 2024.**
File Number: 2024-540
Minute Book #

Summary
Sign A

Recommendation Statement
The Board of Adjustment reccommended approval on November 6th, 2024.

Please place this on the November 19, 2024 City Council meeting for consideration.

November 2024 BOA Item: C, D, and E
Sign Requirement Variances
Forrest General Hospital, Property Owner, and Dustin Gatlin, Representative

URBAN DEVELOPMENT
PLANNING DIVISION

Board of Adjustment
Case Fact Sheet

Names of Petitioner: Forrest General Hospital, Property Owner, and Dustin Gatlin, Representative

Address of Property:	**Tax Parcels**
6051 US Hwy 49	2-028O-08-269.00, 2-028O-08-265.00, 2-039B-17-067.00
PPIN:	**Ward:**
16698, 16706, 20865	4

Request: Variance Requests for the maximum sign message area, maximum height, and maximum depth.

Purpose of Request:

Item C:
Forrest General Hospital, Property Owner, and Dustin Gatlin, Representative, request a variance from the maximum sign area (per sign) of 64sqft for an EM-9 zoned property to allow for 537sqft, a variance from the height maximum of 10ft for an EM-9 zoned property to allow for 43ft, and a variance from the depth maximum of 2ft for an EM-9 zoned property to allow for 3ft at a property located at 6051 US Hwy 49 (PPIN 16698, Ward 4, Forrest County).

Item D:
Forrest General Hospital, Property Owner, and Dustin Gatlin, Representative, request a variance from the maximum sign area (per sign) of 64sqft for an EM-9 zoned property to allow for 800sqft, a variance from the height maximum of 10ft for an EM-9 zoned property to allow for 24.5ft, and a variance from the depth maximum of 2ft for an EM-9 zoned property to allow for 10ft at a property located at 6051 US Hwy 49 (PPIN 16706, Ward 4, Forrest County).

Item E:
Forrest General Hospital, Property Owner, and Dustin Gatlin, Representative, request a variance from the maximum sign

area (per sign) of 64sqft for an EM-9 zoned property to allow for 800sqft, a variance from the height maximum of 10ft for an EM-9 zoned property to allow for 24.5ft, and a variance from the depth maximum of 2ft for an EM-9 zoned property to allow for 10ft at a property located at 6051 US Hwy 49 (PPIN 20865) Ward 4, Forrest County).

History / Background: The applicant (Forrest General Hospital) submitted three sign permit applications in late August 2024 for new signage at the Forrest General Hospital properties. The sign permit applications included a new 43ft tall sign with a 350 sqft digital reader board component that would replace the existing sign outside the hospital with a digital reader board. The applications also included two proposed internally lit 24.5ft tall, 4-sided directional signs with 800 sqft of message area.

Staff reviewed the sign permit applications according to the Hattiesburg Form-Based Code for an EM-9 zoned property. The proposed signs did not meet the requirements for Large Ground Signs in the three "standards" categories: Maximum sign area (per sign) of 64 sqft, maximum height of 10ft, and maximum depth of 3ft.

The digital reader board component required the approval of the Form Based Code Committee, so staff requested a meeting with the applicant to go over the digital reader board and to discuss the requirements of the Hattiesburg Form-Based Code for Large Ground Signs. In the meeting, the applicant conveyed that they wanted to seek variances for the three signs to be able to move forward with the proposed signs.

Applicant Summary: Please reference the public hearing application for the applicant summary.

Applicable Regulations:

<u>Hattiesburg Form-Based Code</u>

SECTION 2 **Districts**

B. Employment Districts (EM-)

1. The EM- Districts are intended to accommodate a

mix of compatible office, medical and medium-density residential in a pedestrian-friendly and walkable environment.

2. The EM- Districts vary based on the maximum allowed building height.

a. EM-2 has a maximum building height of 2 stories.

b. EM-3 has a maximum building height of 3 stories.

c. EM-4 has a maximum building height of 4 stories.

d. EM-6 has a maximum building height of 6 stories.

e. EM-9 has a maximum building height of 9 stories.

SECTION 5.3 **Signs**

G. Allocation of Sign Area

G. Allocation of Sign Area

The maximum sign area for each sign type is determined by the district and is established below. For each cell in the table there is a maximum allowed sign area that may be utilized with any combination and any number of signs associated with that cell, unless otherwise noted. See *Sec. 5.3.H* thru See *Sec. 5.3.R.* for additional sign standards by type of sign.

	Mixed Use (MX-2,-3,-4,-5)	Employment (EM-2,-3)	Employment (EM-4,-6,-9)	Residential Attached (RA-2,3)	Residential Detached (RD-2)	Open Space (OS)
Awning Sign	1 sf/ft bldg width	1 sf/ft bldg width	1 sf/ft bldg width	--	--	--
Canopy Sign				--	--	--
Projecting Sign				--	--	--
Wall Sign				.5 sf/ft bldg width	--	--
Bracket Sign	9 SF	9 SF	9 SF	9 SF		9 SF
Crown Sign	250 SF	--	250 SF	--	--	--
Ground Sign, Small	32 SF	32 SF	32 SF	16 SF	--	--
Ground Sign, Large	64 SF	--	64 SF	--	--	--
Shingle Sign	9 SF	9 SF	9 SF	9 SF	--	9 SF
Sidewalk Sign	6 SF	--	--	--	--	--
Window Sign	20%	--	--	--	--	--

ft of building width = width of building facade facing street

Signs

M. Ground Sign, Large

Description:

A sign is attached along its entire width to a continuous pedestal that is between 5 and 10 feet in height. A large ground sign is vertically oriented or is square.

General Provisions:

1. A large ground sign is only allowed for properties that have street frontage on US 49.
2. One ground sign (large or small) is allowed per street frontage, except that 1 additional ground sign is allowed for properties with 200 feet or more of street frontage. Where more than 1 ground sign is permitted, signs along the same street frontage must be spaced a minimum of 150 feet apart.
3. A large ground sign must be set back at least 10 feet from the front property line and 15 feet from a side property line.
4. A large ground sign can be externally or internally illuminated in accordance with Sec. 3.5.S

Standards:

A. Sign area (max per sign) – 64SF
B. Height (max)- 10’
C. Depth (max)- 2’

S. Sign Illumination

6. Electronic Message Board Signs
    a. An electronic message board sign may be allowed for properties that have street frontage on US 49 upon approval by the Hattiesburg Form-Based Code Development Review Committee.

Present Zoning: The property is currently zoned EM-9 (Employment District).

Present Use: Hospital and Medical Buildings.

Future Land Use: Community Business, Community Business Corridor, and Neighborhood Business Corridor

November 2024 BOA Item: C, D, and E
Sign Requirement Variances
Forrest General Hospital, Property Owner, and Dustin Gatlin, Representative

Surrounding Zoning and Land Use:

North: EM-9 Employment District
South: EM-9 Employment District
East: B-2 Neighborhood Business and B-3 Community Business
West: EM-9 Employment District

Letters or Concerns stated:

The Planning Division Office has received no calls or letters of concern as of finalizing this report.

Option:

Item C:

Recommend **approval or denial** of the variance from the maximum sign area (per sign) of 64 sqft for an EM-9 zoned property to allow for 537 sqft at a property located at 6051 US Hwy 49 (PPIN 16698, Ward 4, Forrest County).

Recommend **approval or denial** of the variance from the height maximum of 10ft for an EM-9 zoned property to allow for 43ft at a property located at 6051 US Hwy 49 (PPIN 16698, Ward 4, Forrest County).

Recommend **approval or denial** of the variance from the depth maximum of 2ft for an EM-9 zoned property to allow for 3ft at a property located at 6051 US Hwy 49 (PPIN 16698, Ward 4, Forrest County).

Item D

Recommend **approval or denial** of the variance from the maximum sign area (per sign) of 64sqft for an EM-9 zoned property to allow for 800sqft at a property located at 6051 US Hwy 49 (PPIN 16706, Ward 4, Forrest County).

Recommend **approval or denial** of the variance from the height maximum of 10ft for an EM-9 zoned property to allow for 24.5ft at a property located at 6051 US Hwy 49 (PPIN 16706, Ward 4, Forrest County).

Recommend **approval or denial** of the variance from the depth maximum of 2ft for an EM-9 zoned property to allow for 10ft

at a property located at 6051 US Hwy 49 (PPIN 16706, Ward 4, Forrest County).

Item E:

Recommend **approval or denial** of the variance from the maximum sign area (per sign) of 64sqft for an EM-9 zoned property to allow for 800sqft a property located at 6051 US Hwy 49 (PPIN 20865) Ward 4, Forrest County).

Recommend **approval or denial** of the variance from the height maximum of 10ft for an EM-9 zoned property to allow for 24.5ft a property located at 6051 US Hwy 49 (PPIN 20865) Ward 4, Forrest County).

Recommend **approval or denial** of the variance from the depth maximum of 2ft for an EM-9 zoned property to allow for 10ft at a property located at 6051 US Hwy 49 (PPIN 20865) Ward 4, 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

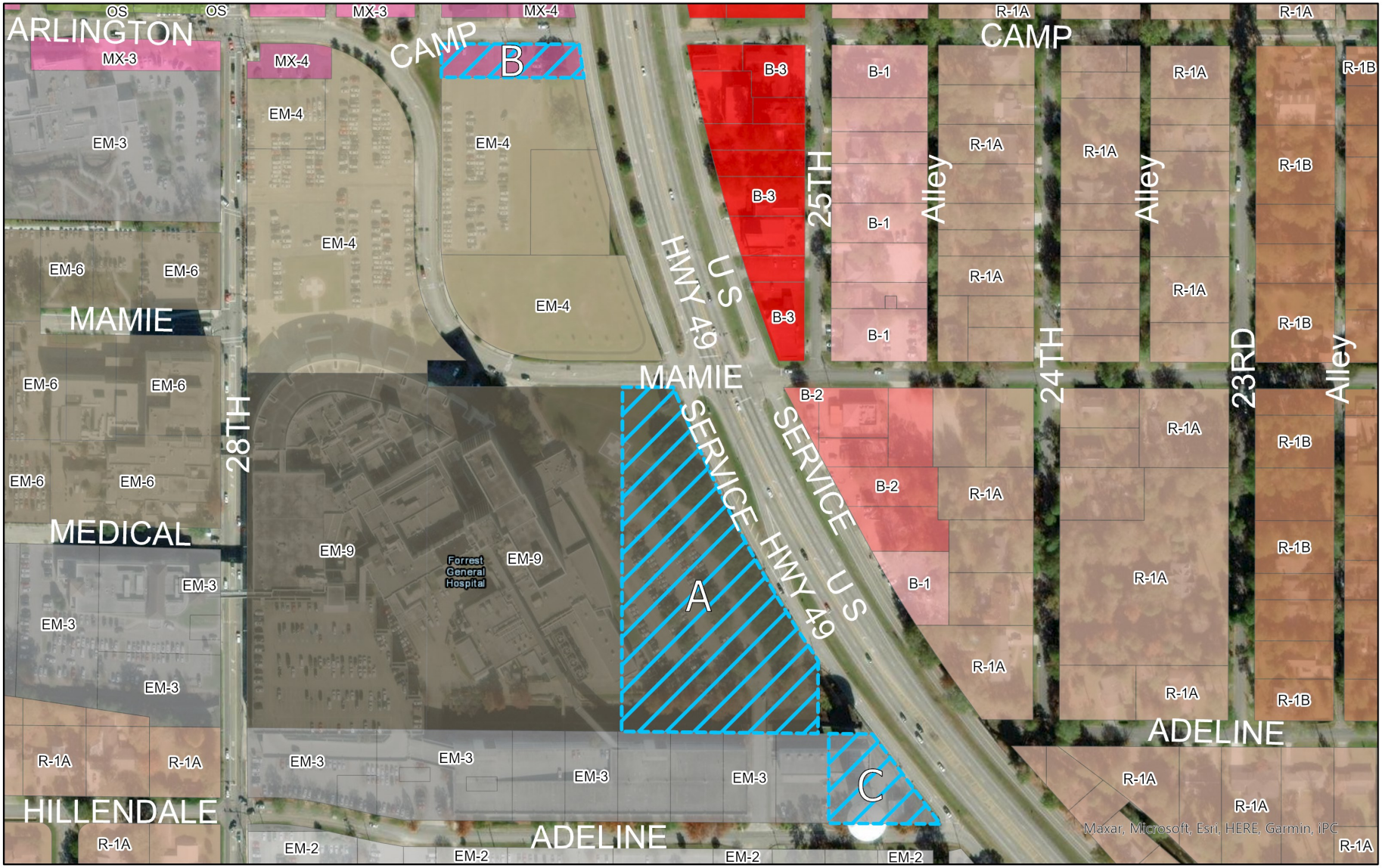
6051 Hwy 49— Sign Variance Request

Forrest General Hospital, Property Owner, and Dustin Gatlin, Representative, request a variance from the maximum sign area (per sign) of 64sqft for an EM-9 zoned property to allow for 537sqft, a variance from the height maximum of 10ft for an EM-9 zoned property to allow for 43ft, and a variance from the depth maximum of 2ft for an EM-9 zoned property to allow for 3ft.

Items C, D, and E



BOA Item: C + D + E



Zoning Map

R-1A	B-3	EM-3	OS
R-1B	MX-3	EM-4	
B-1	MX-4	EM-6	
B-2	EM-2	EM-9	

Form-Based Code Sign Variances
3 Signs, each with 3 variances
6051 US 49, FGH Hospital
PPIN: 21451
Flood Zone: X
Ward 4, Forrest County

0 600 Feet

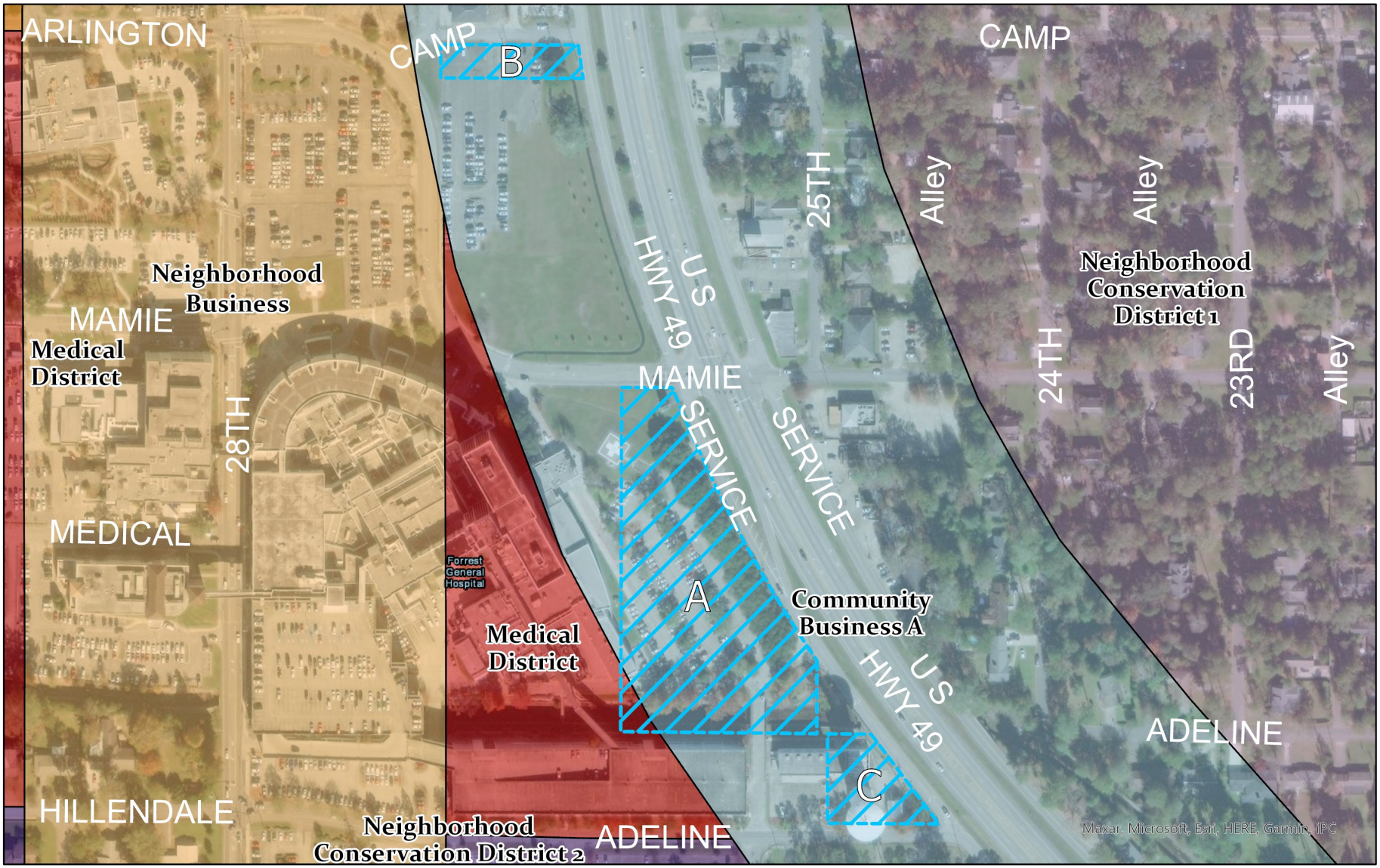
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URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°19'43"W 31°19'8"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: 10/15/2024 2:13 PM

BOA Item: C + D + E



Future Land Use Map

- Community Business A
- Medical District
- Neighborhood Business
- Neighborhood Center Mixed-Use District
- Neighborhood Conservation District 1
- Neighborhood Conservation District 2

Form-Based Code Sign Variances
3 Signs, each with 3 variances
6051 US 49, FGH Hospital
PPIN: 21451
Flood Zone: X, AE, SX
Ward 4, Forrest County

0 600 Feet

N

URBAN DEVELOPMENT
PLANNING DIVISION

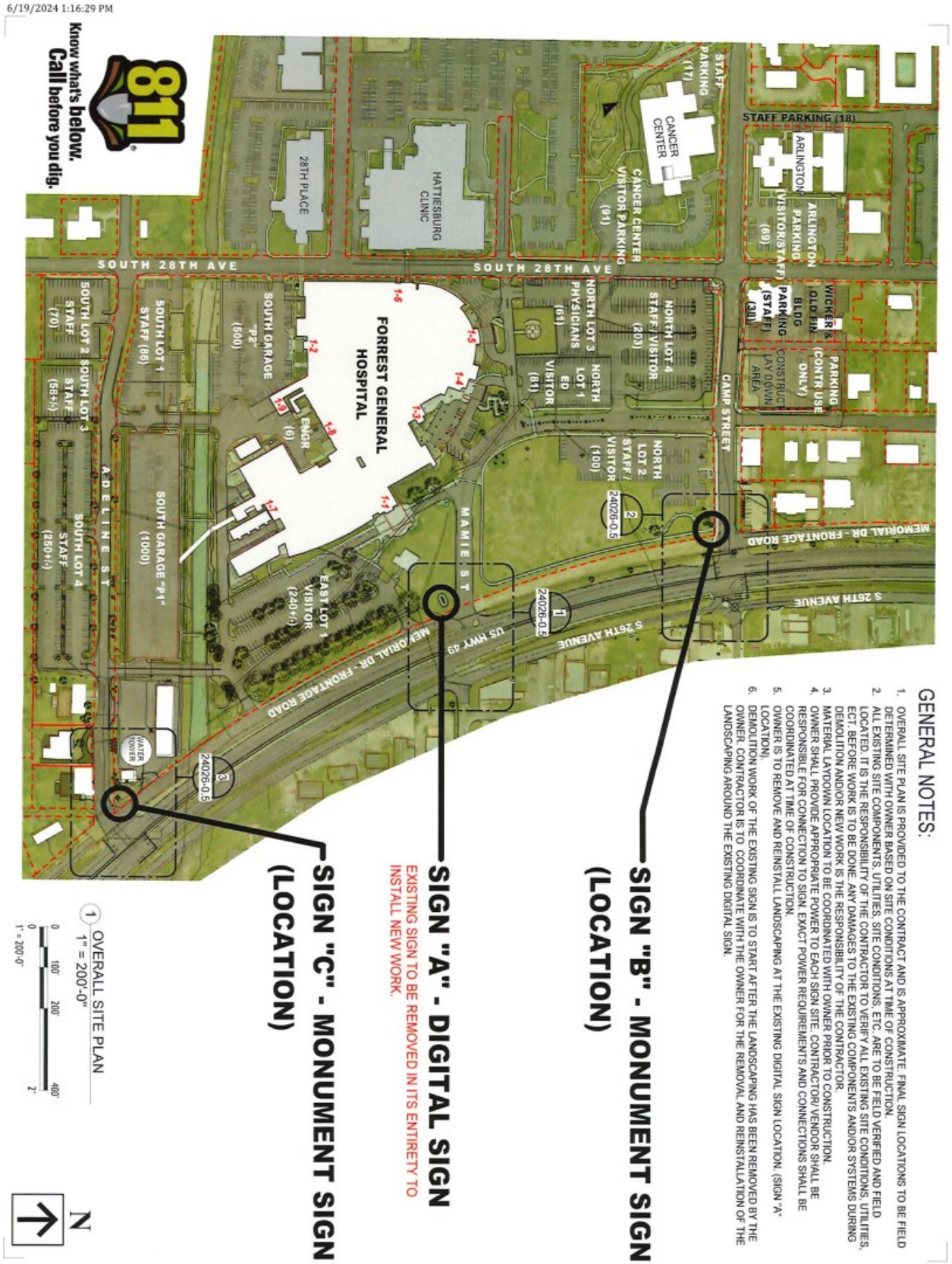
Center: 89°19'43"W 31°19'8"N

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: 10/15/2024 3:14 PM

Site Aerial


S 32nd Ave
S 31st Ave
S 30th Ave
S 29th Ave
S 28th Ave
S 27th Ave
S 25th Ave
S 24th Ave
S 23rd Ave
Arlington Loop
Mamie St
Medical Blvd
Hillendale Dr
Mandalay Dr
Beverly Ln
Delwood Dr
Lorraine St
Parkway Dr
Chevy Chase Dr
Augusta St
Camp St
Oferral St
Service Dr
Adeline St
Mimosa Ln

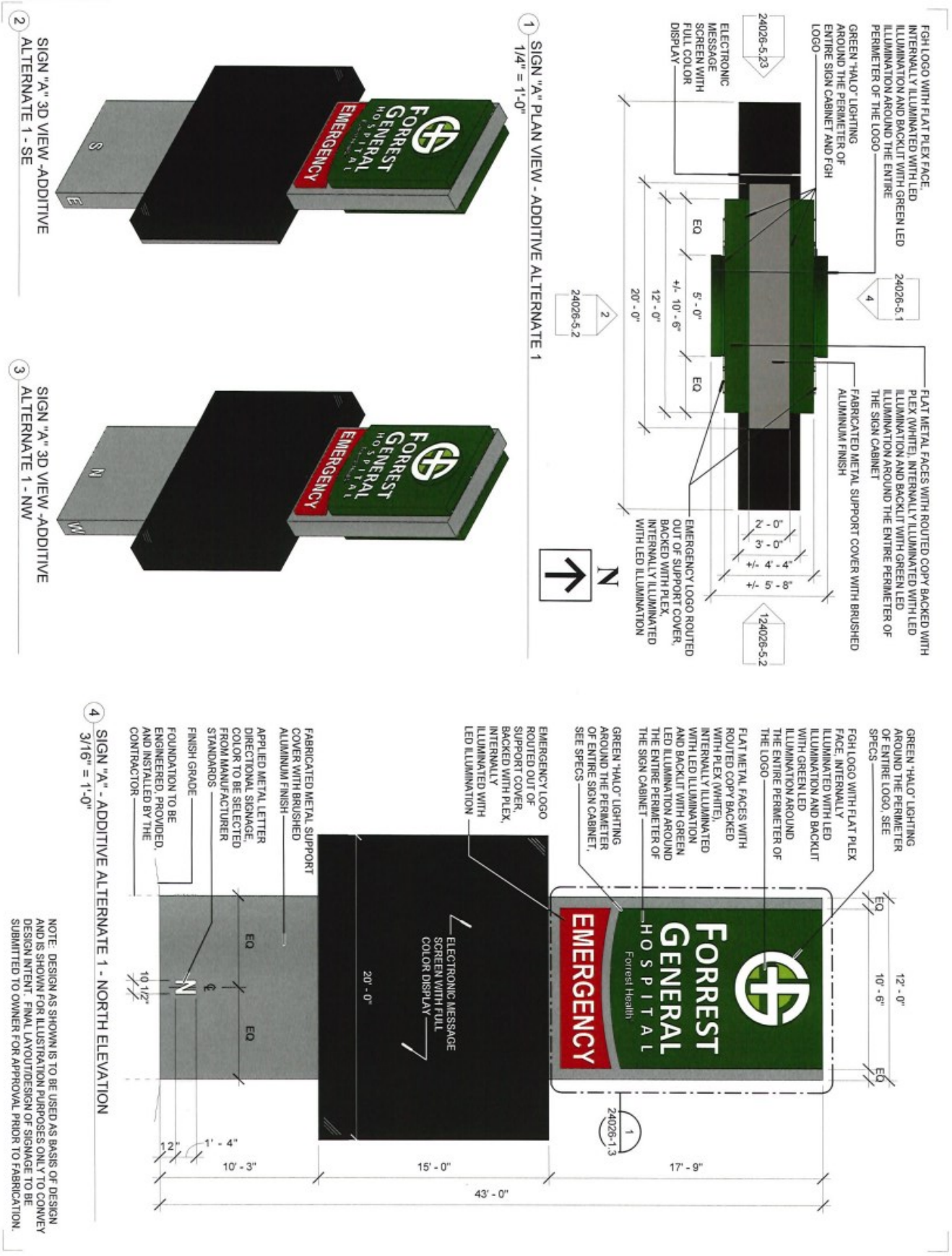
Sign Site Plan



Item C: Sign “A” Site Plan



Item C: Sign “A”


FGH LOGO WITH FLAT PLEX FACE, INTERNALLY ILLUMINATED WITH LED ILLUMINATION AND BACKLIT WITH GREEN LED ILLUMINATION AROUND THE ENTIRE PERIMETER OF THE LOGO
GREEN "HALO" LIGHTING AROUND THE PERIMETER OF ENTIRE SIGN CABINET AND FGH LOGO
ELECTRONIC MESSAGE SCREEN WITH FULL COLOR DISPLAY
24026-5.23
24026-5.1
4
2
24026-5.2
EQ
5' - 0"
+/- 10' - 6"
12' - 0"
20' - 0"
FLAT METAL FACES WITH ROUTED COPY BACKED WITH PLEX (WHITE), INTERNALLY ILLUMINATED WITH LED ILLUMINATION AND BACKLIT WITH GREEN LED ILLUMINATION AROUND THE ENTIRE PERIMETER OF THE SIGN CABINET
FABRICATED METAL SUPPORT COVER WITH BRUSHED ALUMINUM FINISH
EMERGENCY LOGO ROUTED OUT OF SUPPORT COVER, BACKED WITH PLEX, INTERNALLY ILLUMINATED WITH LED ILLUMINATION
2' - 0"
3' - 0"
+/- 4' - 4"
+/- 5' - 8"
124026-5.2
N
1 SIGN "A" PLAN VIEW - ADDITIVE ALTERNATE 1
1/4" = 1'-0"
2 SIGN "A" 3D VIEW -ADDITIVE ALTERNATE 1 - SE
3 SIGN "A" 3D VIEW -ADDITIVE ALTERNATE 1 - NW
FORREST GENERAL HOSPITAL
EMERGENCY
S
E
N
W
GREEN "HALO" LIGHTING AROUND THE PERIMETER OF ENTIRE LOGO, SEE SPECS
FGH LOGO WITH FLAT PLEX FACE, INTERNALLY ILLUMINATED WITH LED ILLUMINATION AND BACKLIT WITH GREEN LED ILLUMINATION AROUND THE ENTIRE PERIMETER OF THE LOGO
FLAT METAL FACES WITH ROUTED COPY BACKED WITH PLEX (WHITE), INTERNALLY ILLUMINATED WITH LED ILLUMINATION AND BACKLIT WITH GREEN LED ILLUMINATION AROUND THE ENTIRE PERIMETER OF THE SIGN CABINET
GREEN "HALO" LIGHTING AROUND THE PERIMETER OF ENTIRE SIGN CABINET, SEE SPECS
EMERGENCY LOGO ROUTED OUT OF SUPPORT COVER, BACKED WITH PLEX, INTERNALLY ILLUMINATED WITH LED ILLUMINATION
FABRICATED METAL SUPPORT COVER WITH BRUSHED ALUMINUM FINISH
APPLIED METAL LETTER DIRECTIONAL SIGNAGE, COLOR TO BE SELECTED FROM MANUFACTURER STANDARDS
FINISH GRADE
FOUNDATION TO BE ENGINEERED, PROVIDED, AND INSTALLED BY THE CONTRACTOR
ELECTRONIC MESSAGE SCREEN WITH FULL COLOR DISPLAY
20' - 0"
EQ
12' - 0"
10' - 6"
24026-1.3
1
10' - 3"
15' - 0"
17' - 9"
43' - 0"
12"
1' - 4"
10 1/2"
4 SIGN "A" - ADDITIVE ALTERNATE 1 - NORTH ELEVATION
3/16" = 1'-0"
NOTE: DESIGN AS SHOWN IS TO BE USED AS BASIS OF DESIGN AND IS SHOWN FOR ILLUSTRATION PURPOSES ONLY TO CONVEY DESIGN INTENT. FINAL LAYOUT/DESIGN OF SIGNAGE TO BE SUBMITTED TO OWNER FOR APPROVAL PRIOR TO FABRICATION.

Item C: Sign “A” Area



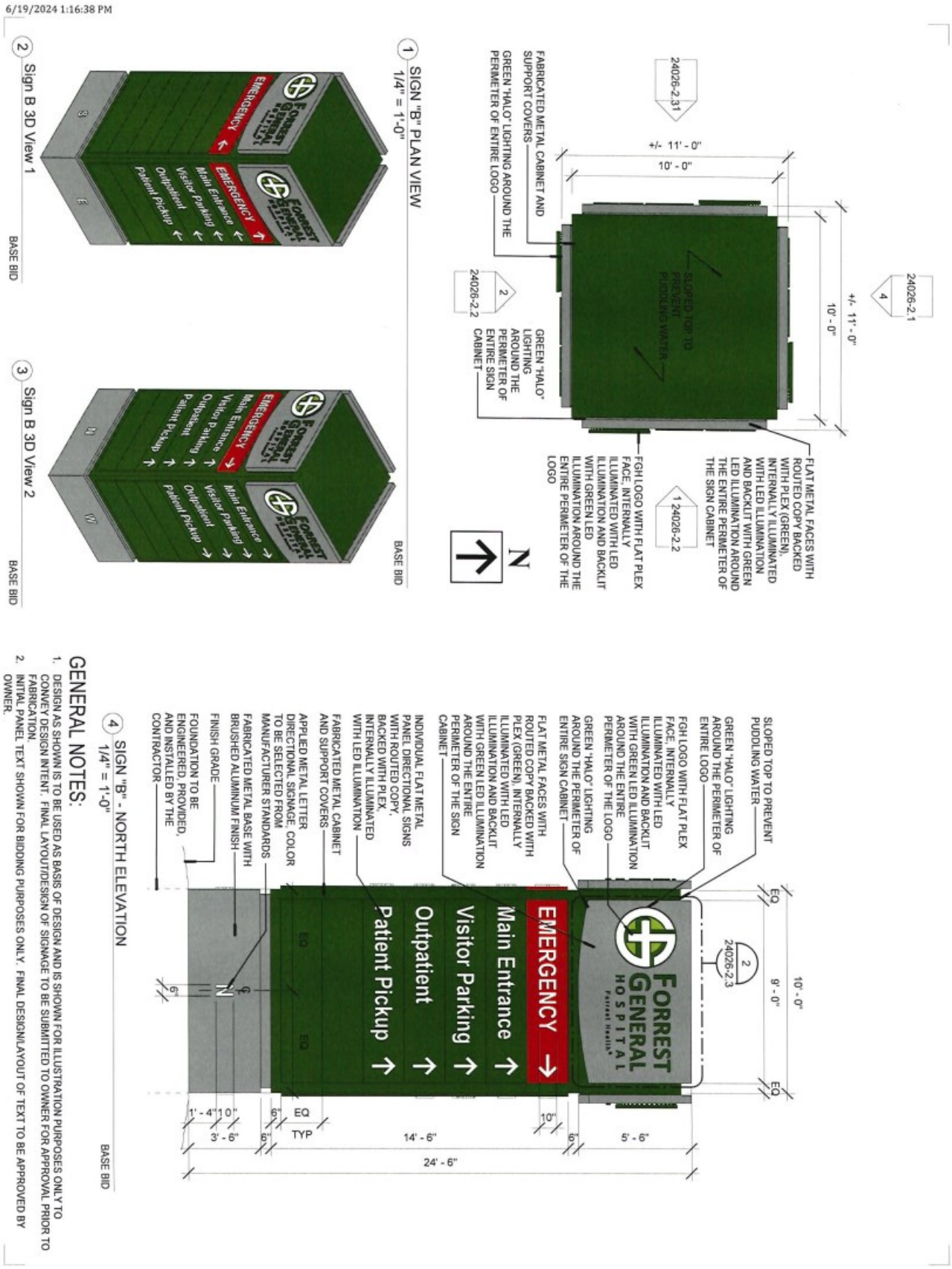


Item C: Sign “A” Area

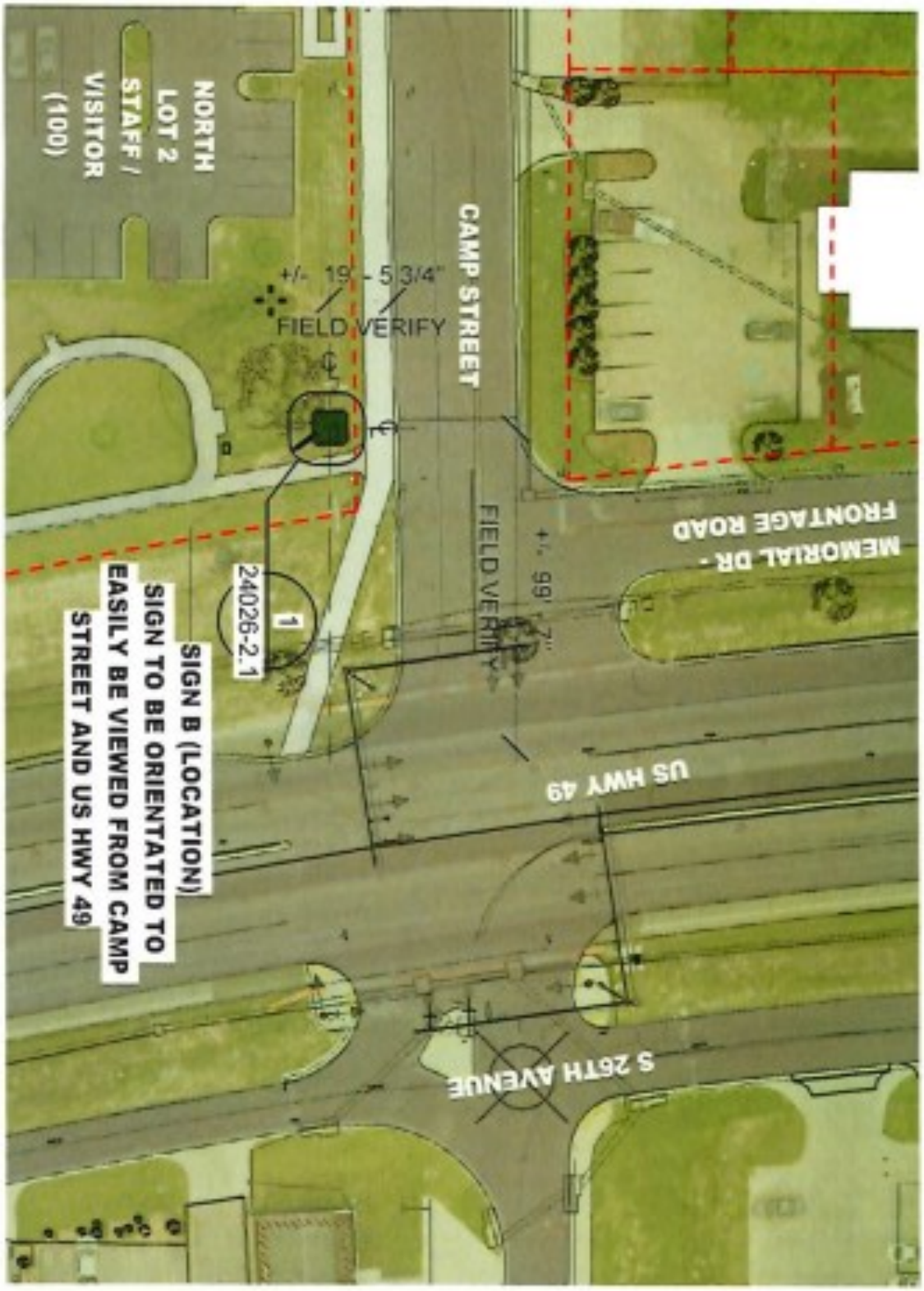




Item D: Sign “B”


6/19/2024 1:16:38 PM
24026-2.1
4
+/- 11' - 0"
10' - 0"
24026-2.31
+/- 11' - 0"
10' - 0"
SLOPED TOP TO PREVENT PUDDLING WATER
FABRICATED METAL CABINET AND SUPPORT COVERS
GREEN "HALO" LIGHTING AROUND THE PERIMETER OF ENTIRE LOGO
2
24026-2.2
GREEN "HALO" LIGHTING AROUND THE PERIMETER OF ENTIRE SIGN CABINET
FLAT METAL FACES WITH ROUTED COPY BACKED WITH PLEX (GREEN), INTERNALLY ILLUMINATED WITH LED ILLUMINATION AND BACKLIT WITH GREEN LED ILLUMINATION AROUND THE ENTIRE PERIMETER OF THE SIGN CABINET
1 24026-2.2
FGH LOGO WITH FLAT PLEX FACE, INTERNALLY ILLUMINATED WITH LED ILLUMINATION AND BACKLIT WITH GREEN LED ILLUMINATION AROUND THE ENTIRE PERIMETER OF THE LOGO
N
1 SIGN "B" PLAN VIEW
1/4" = 1'-0"
BASE BID
2 Sign B 3D View 1
BASE BID
3 Sign B 3D View 2
BASE BID
EMERGENCY
Main Entrance
Visitor Parking
Outpatient
Patient Pickup
FORREST GENERAL HOSPITAL
SLOPED TOP TO PREVENT PUDDLING WATER
GREEN "HALO" LIGHTING AROUND THE PERIMETER OF ENTIRE LOGO
FGH LOGO WITH FLAT PLEX FACE, INTERNALLY ILLUMINATED WITH LED ILLUMINATION AND BACKLIT WITH GREEN LED ILLUMINATION AROUND THE ENTIRE PERIMETER OF THE LOGO
GREEN "HALO" LIGHTING AROUND THE PERIMETER OF ENTIRE SIGN CABINET
FLAT METAL FACES WITH ROUTED COPY BACKED WITH PLEX (GREEN), INTERNALLY ILLUMINATED WITH LED ILLUMINATION AND BACKLIT WITH GREEN LED ILLUMINATION AROUND THE ENTIRE PERIMETER OF THE SIGN CABINET
INDIVIDUAL FLAT METAL PANEL DIRECTIONAL SIGNS WITH ROUTED COPY, BACKED WITH PLEX, INTERNALLY ILLUMINATED WITH LED ILLUMINATION
FABRICATED METAL CABINET AND SUPPORT COVERS
APPLIED METAL LETTER DIRECTIONAL SIGNAGE. COLOR TO BE SELECTED FROM MANUFACTURER STANDARDS
FABRICATED METAL BASE WITH BRUSHED ALUMINUM FINISH
FINISH GRADE
FOUNDATION TO BE ENGINEERED, PROVIDED, AND INSTALLED BY THE CONTRACTOR
EQ
TYP
10' - 0"
9' - 0"
2
24026-2.3
1' - 4" 10"
3' - 6"
6"
14' - 6"
10"
5' - 6"
24' - 6"
4 SIGN "B" - NORTH ELEVATION
1/4" = 1'-0"
BASE BID
GENERAL NOTES:
1. DESIGN AS SHOWN IS TO BE USED AS BASIS OF DESIGN AND IS SHOWN FOR ILLUSTRATION PURPOSES ONLY TO CONVEY DESIGN INTENT. FINAL LAYOUT/DESIGN OF SIGNAGE TO BE SUBMITTED TO OWNER FOR APPROVAL PRIOR TO FABRICATION.
2. INITIAL PANEL TEXT SHOWN FOR BIDDING PURPOSES ONLY. FINAL DESIGN/LAYOUT OF TEXT TO BE APPROVED BY OWNER.

Item D: Sign “B” Site Plan



2 SIGN "B" LOCATION
1" = 60'-0"

Item D: Sign “B” Area



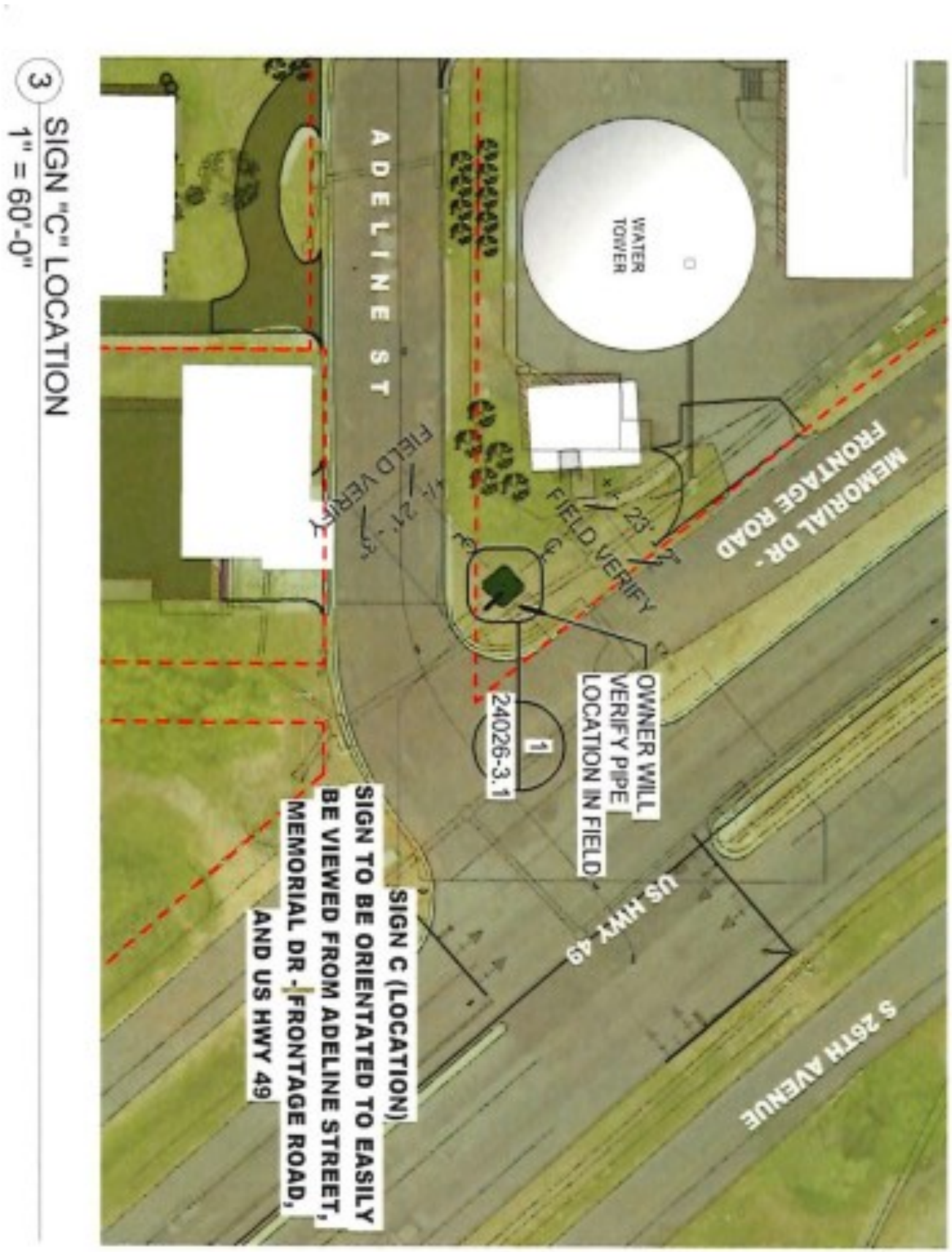


Item D: Sign “B” Area

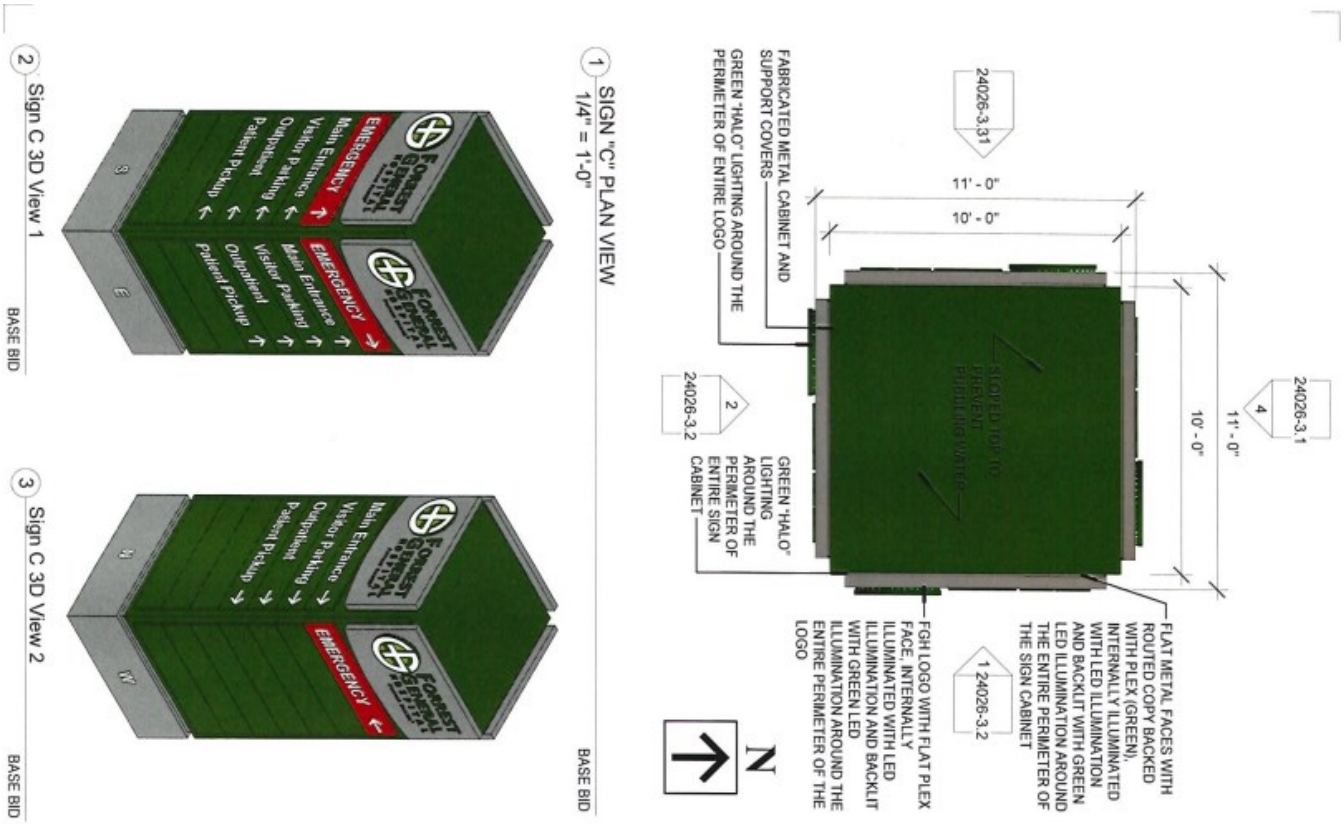


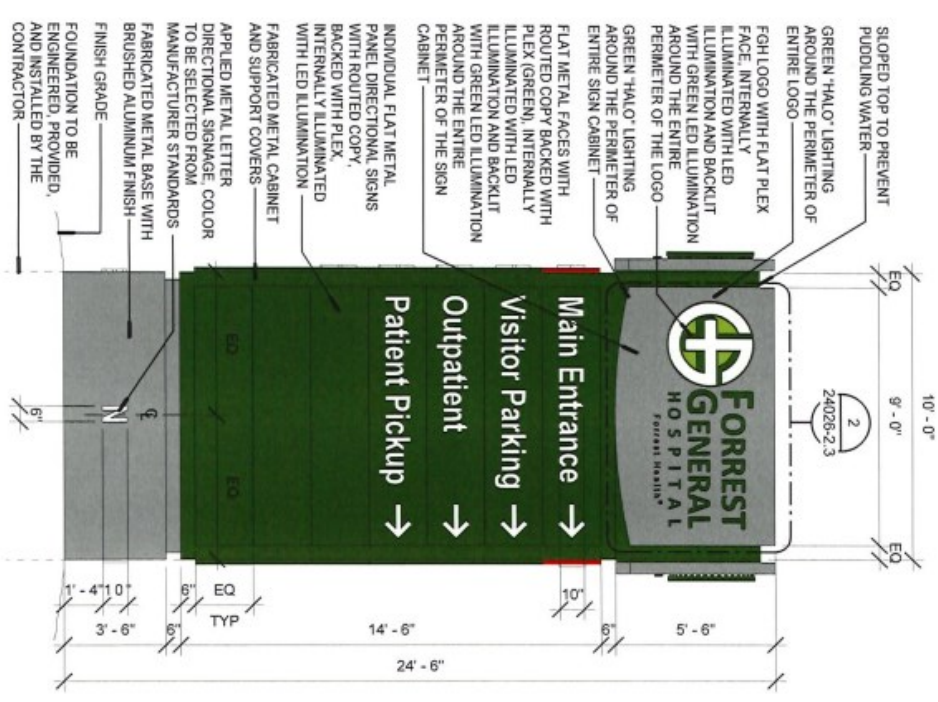


Item E: Sign “C” Site Plan



Item E: Sign “C”





4 SIGN "C" - NORTH ELEVATION
1/4" = 1'-0"
BASE BID

GENERAL NOTES:

1. DESIGN AS SHOWN IS TO BE USED AS BASIS OF DESIGN AND IS SHOWN FOR ILLUSTRATION PURPOSES ONLY TO CONVEY DESIGN INTENT. FINAL LAYOUT/DESIGN OF SIGNAGE TO BE SUBMITTED TO OWNER FOR APPROVAL PRIOR TO FABRICATION.
2. INITIAL PANEL TEXT SHOWN FOR BIDDING PURPOSES ONLY. FINAL DESIGN/LAYOUT OF TEXT TO BE APPROVED BY OWNER.

Item E: Sign “C” Area





Item E: Sign “C” Area





RECEIVED
SEP 20 2024
BY: .....

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: Forrest General Hospital
Project Name: Campus Signage Improvements
Proposed Use(s): Wayfinding Signage
Project Street Address: 6051 US Hwy 49
PPIN Number(s) (if unknown, can be found on tax receipt): 16698, 16706, 28065

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

Application for (check all appropriate types):

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

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

- ☐ Automotive Filling Station
- ☐ Digital Billboard, New
- ☐ Restaurant
- ☐ Telecommunications
- ☐ Digital Billboard, Replacement
- ☐ 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 Districts(s): _____
Project No.: _____

Code Sections:

LDC Section No. _____
Section No. _____
Section No. _____
Section No. _____
Section No. _____

RECIVED DATE & INITIALS:

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

6051 US Hwy 49 (**Street Address**) Hattiesburg (**City**) MS (**State**),

on this the 20th day of September, 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.

Jeff Cook, Vice President and General Counsel

on this the 20th day of September, 2024.

Steven Jackson / Jeff Cook

Property Owner (print)

Property Owner (signature)

STATE OF Mississippi

COUNTY OF Forrest

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 20 day of September, 2024.

Deborah Darby

NOTARY PUBLIC

STATE OF MISSISSIPPI
DEBORAH DARBY
ID NO. 120848
Commission Expires
07/13/2025
NOTARY PUBLIC
FORREST COUNTY

My Commission Expires:

July 13, 2025

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.

Forrest General Hospital is a Level II Trauma Center that serves 19 counties in South Mississippi. There are only three (3) Level II Trauma Center facilities (and one Level I Trauma Center) in the state. Patients and visitors come from all throughout South Mississippi for emergency medical care. This creates the "exeptional condition" described in item (b) above as all other land areas withing the same zoning district do not have the same healthcare related condition.

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

Forrest General Hospital is the only parcel within the MidTown area zoned as EM-9. As previously stated, Forrest General Hospital is also the only emergency medical care facility located within the zoning district. As such, we do not feel as this confers any special privilege to Forrest General Hospital that is denied to other lands or structures in the same zoning district.

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:

_x_ 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)

_x_ 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.

_x_ 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.

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:

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:

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: _____

_____

_____

FORREST GENERAL HOSPITAL
Forrest Health®

Campus Signage Improvements

24026 - INDEX OF DRAWINGS	
24026-0.1	TITLE SHEET
24026-0.2	GENERAL NOTES
24026-0.3	SIGNAGE SPECIFICATIONS
24026-0.4	OVERALL SITE PLAN
24026-0.5	ENLARGED SITE PLANS
24026-1.1	SIGN "A" PLAN & VIEWS
24026-1.2	SIGN "A" ELEVATIONS
24026-1.3	SIGN "A" ENLARGED ELEVATION
24026-2.1	SIGN "B" PLAN & 3D VIEWS
24026-2.2	SIGN "B" ELEVATIONS
24026-2.3	SIGN "B" ELEVATION AND SIGN "B" AND "C" ENLARGED PLAN
24026-3.1	SIGN "C" PLAN & 3D VIEWS
24026-3.2	SIGN "C" ELEVATIONS
24026-3.3	SIGN "C" ELEVATIONS
24026-5.1	SIGN "A" PLAN & VIEWS - ADDITIVE ALTERNATE 1
24026-5.2	SIGN "A" PLAN & VIEWS - ADDITIVE ALTERNATE 1

Engineer Of Record
Dustin Gatlin, P.E.
State of Mississippi #20503
Director of Project Management
Forrest General Hospital
dustin.gatlin@forrestgeneral.com
P: 601.288.2794
6051 US 49, Hattiesburg, MS 39401

From the office of: Planning and Facility Design

FORREST GENERAL HOSPITAL
Forrest Health®

FGH Project ID No.:	200-24-26
Date:	6/19/2024
Drawn By:	CW/BB
Reviewed By:	CW/ DG

CAMPUS SIGNAGE IMPROVEMENTS
FORREST GENERAL HOSPITAL
FORREST GENERAL | HATTIESBURG | MS

DUSTIN B. GATLIN
LICENSED PROFESSIONAL
ENGINEER
6/19/24
20503
STATE OF MISSISSIPPI

TITLE SHEET

Scale:

24026-0.1

6/19/2024 1:16:15 PM

GENERAL NOTES:

1. THE CONTRACTOR WILL COORDINATE POWER SHUT OFF WITH THE OWNER PRIOR TO DEMOLITION OF ELECTRICAL ITEMS.
2. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN A CLEAN AND SAFE WORKING ENVIRONMENT AT ALL TIMES.
3. THE CONTRACTOR IS RESPONSIBLE FOR THE PROPER REMOVAL AND DISPOSAL OF ALL DEMOLISHED BUILDING MATERIALS, DEBRIS, WASTE MATERIALS, AND RUBBISH FROM THE CONSTRUCTION SITE AS RAPIDLY AS POSSIBLE AND SHALL NOT BE ALLOWED TO ACCUMULATE ON THE SITE. WASTE MATERIALS SHALL BECOME PROPERTY OF THE CONTRACTOR AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROPERLY DISPOSING OF ALL MATERIALS OFF-SITE IN A MANNER IN ACCORDANCE WITH APPLICABLE REGULATIONS.
4. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO THE CONCRETE, SIDEWALKS, GRASSING, LANDSCAPING, IRRIGATION SYSTEMS, ETC. AND MUST RETURN IT TO ORIGINAL SITE CONDITIONS.
5. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE INTEGRITY OF THE EXISTING STRUCTURES AROUND THE AREAS OF WORK, AS WELL AS, MOISTURE PROTECTION SYSTEMS.
6. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF ANY AND ALL SITE UTILITIES LOCATED AT THE NEW AND EXISTING SIGN LOCATIONS. ANY ADDITIONAL COST ASSOCIATED WITH LOCATING EXISTING SITE UTILITIES AND/OR RELOCATION OF SITE UTILITIES WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
7. THE CONTRACTOR SHALL VISIT THE SITE AND BECOME FULLY FAMILIAR AND AWARE OF ANY AND ALL EXISTING CONDITIONS AND SITUATIONS. FAILURE TO DO SO WILL NOT RELIEVE THE CONTRACTOR OF PERFORMING WORK REQUIRED BY THE CONTRACT DOCUMENTS.
8. CONTRACTOR IS TO START WORK, AFTER ALL BUILDING MATERIALS HAVE BEEN RECEIVED ON THE JOBSITE. CONTRACTOR IS TO COORDINATE DEMOLITION AND NEW WORK WITH THE OWNER AND TO VERIFY WORKING HOURS FOR THE WORK TO BE COMPLETED TO PREVENT DISTURBANCES WITH THE BUILDING OCCUPANTS.
9. CONTRACTOR IS TO PROVIDE FINAL SIGN LOCATIONS TO THE OWNER FOR REVIEW AND APPROVAL BEFORE MATERIALS ARE ORDERED AND WORK IS PERFORMED.
10. CONTRACTOR IS RESPONSIBLE FOR ANY SOIL BORING TEST COST, IF REQUIRED BY DESIGN, AND TO COORDINATE WITH THE OWNER BEFORE SOIL BORINGS ARE DONE ON SITE.
11. OWNER IS TO PROVIDE POWER TO THE FINAL SIGN LOCATIONS
12. REPRODUCTION OF CONTRACT DOCUMENTS, IN ANY FORM, WILL NOT BE ACCEPTABLE AS SHOP DRAWINGS FOR ANY COMPONENT OR SYSTEM.

GENERAL DEMOLITION NOTES:

1. THE CONTRACTOR IS RESPONSIBLE FOR DEMOLITION AND THE REMOVAL OF THE EXISTING FORREST GENERAL SIGN INCLUDING FOUNDATION ELEMENTS AS REQUIRED TO INSTALL NEW WORK. EXISTING SIGN IS LOCATED AT MAMIE STREET AND MEMORIAL DRIVE - FRONTAGE ROAD INTERSECTION. (SEE SIGN A LOCATION)
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING UTILITIES ARE PROPERLY CLOSED OR SHUT OFF BEFORE ANY DEMOLITION OCCURS SUCH THAT THE REQUIRED DEMOLITION ACTIVITIES MAY SAFELY BE CONDUCTED. THIS WILL REQUIRE OFF-SITE ACTIVITIES TO LOCATE AND PROPERLY TURN OFF VALVES, SWITCHES, ETC. THE CONTRACTOR WILL COORDINATE POWER SHUT OFF WITH THE OWNER PRIOR TO DEMOLITION OF ELECTRICAL ITEMS.
3. UTILITIES MAY EXIST ON THE PROPERTY WHICH ARE NOT IDENTIFIED IN THESE CONSTRUCTION DOCUMENTS. ALL EXCAVATIONS SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS AND UTILITIES SHALL BE VERIFIED AS NECESSARY PRIOR TO PERFORMING ANY EXCAVATIONS ON THE PROPERTY.
4. CONTRACTOR IS RESPONSIBLE FOR ANY AND ALL DAMAGED UTILITY LINES AND EXISTING COMPONENTS THAT OCCUR DURING DEMOLITION AND NEW WORK.
5. OWNER IS TO REMOVE AND REINSTALL LANDSCAPING INCLUDING CMU RETAINING WALLS AT THE EXISTING DIGITAL SIGN LOCATION. (SIGN "A" LOCATION).
6. DEMOLITION WORK OF THE EXISTING SIGN IS TO START AFTER THE LANDSCAPING HAS BEEN REMOVED BY THE OWNER. CONTRACTOR IS TO COORDINATE WITH THE OWNER FOR THE REMOVAL AND REINSTALLATION OF THE LANDSCAPING AROUND THE EXISTING DIGITAL SIGN.

GENERAL NEW WORK NOTES:

1. ALL EXPOSED MATERIALS AND EDGES TO RECEIVE FINISHES TO MATCH ADJACENT FINISHES. SEE PLANS FOR COLOR CHOICES. PAINT TO BE BAKED ENAMEL/TWO-COMPONENT ACRYLIC POLYURETHANE AND MUST HAVE COLOR RETENTION AGAINST UV RADIATION AND OTHER ENVIRONMENTAL FACTORS.
2. ALL EXTERIOR SIGNAGE MUST BE PROVIDED BY A SINGLE MANUFACTURER. EXTERIOR SIGNAGE MUST BE OF THE DESIGN, DETAIL, SIZES, TYPES, AND MESSAGE CONTENT SHOWN ON THE DRAWINGS, MUST CONFORM TO THE REQUIREMENTS SPECIFIED, AND MUST BE PROVIDED AT THE LOCATIONS INDICATED. SUBMIT EXTERIOR SIGNAGE SCHEDULE IN ELECTRONIC MEDIA WITH SPREAD SHEET FORMAT. SPREAD SHEET MUST INCLUDE SIGN LOCATION, SIGN TYPE, AND MESSAGE. SIGNS MUST BE COMPLETE WITH LETTERING, FRAMING AS DETAILED, AND RELATED COMPONENTS FOR A COMPLETE INSTALLATION. EACH SAMPLE MUST CONSIST OF A COMPLETE SIGN PANEL WITH LETTERS AND SYMBOLS. SAMPLES MAY BE INSTALLED IN THE WORK, PROVIDED EACH SAMPLE IS IDENTIFIED AND LOCATION RECORDED. SUBMIT THREE COLOR SAMPLES FOR EACH MATERIAL REQUIRING COLOR AND 305 MM 12 INCH SQUARE SAMPLE OF SIGN FACE COLOR SAMPLE.
3. EXTERIOR SIGNAGE AND FOUNDATION MUST BE DESIGNED TO WITHSTAND REQUIRED MPH WINDLOADS FOR THE AREA AS REQUIRED BY THE MOST CURRENT IBC/ICC VERSIONS. SUBMIT DESIGN ANALYSIS AND SUPPORTING CALCULATIONS PERFORMED IN SUPPORT OF REQUIRED SIGNAGE.
4. SIGN MANUFACTURER'S STANDARD PERFORMANCE GUARANTEES OR WARRANTIES THAT EXTEND BEYOND FIVE YEARS OF INSTALL MUST BE PROVIDED.
5. SIGNAGE FOUNDATIONS ARE TO BE STRUCTURALLY DESIGNED BY A LICENSED ENGINEER AT THE COST OF THE CONTRACTOR. ENGINEER STAMPED SHOP DRAWINGS ARE TO BE PROVIDED TO THE OWNER TO REVIEW.
6. THE CONTRACTOR IS REQUIRED TO PROVIDE AND INSTALL STRUCTURAL SIGN FOUNDATIONS WITH ALL STRUCTURAL COMPONENTS TO ALLOW SIGNS TO BE INSTALLED.
7. SIGNAGE IS TO BE INSPECTED AFTER INSTALL AND TO BE FREE OF ANY AND ALL DEFECTS IN ALL BUT NOT LIMITED TO SCREEN PIXELATION, PAINT QUALITY, DENTS, SCRATCHES, LIGHT REDUCTION, ETC.
8. THE DIGITAL SIGN IS REQUIRED TO ALLOW THE OWNER TO UPLOAD INFORMATION TO THE SCREEN WITHOUT THE NEED OF A SUBSCRIPTION OF A THIRD PARTY SOFTWARE. SIGNAGE COMPANY IS TO COORDINATE WITH THE OWNER ON SOFTWARE AND EQUIPMENT TO ALLOW THE DIGITAL IMAGERY TO BE SELF SUPPORTED BY THE OWNER. CONTRACTOR IS RESPONSIBLE FOR ANY ADDITIONAL COST ASSOCIATED WITH ADDITIONAL EQUIPMENT AND SOFTWARE THAT IS NEEDED TO ACHIEVE AN OWNER SELF SUPPORTED DIGITAL SIGN. (ONE EXAMPLE: THE COST TO PROVIDE AND INSTALL A SEMI-COOLED SPACE FOR A OWNER SUPPLIED PC FOR THE DIGITAL SIGN)
9. COLOR SAMPLES AND SHOP DRAWINGS ARE TO BE SUBMITTED TO THE OWNER FOR REVIEW AND APPROVAL BEFORE MATERIALS ARE ORDERED.

COLOR FINISHES:

1. DARK GREEN - PMS 364
2. WHITE
3. RED - PMS 485
4. LIGHT GREEN - PMS 376
5. BRUSHED ALUMINUM

FINISH SAMPLES ARE TO BE SUBMITTED TO THE OWNER FOR REVIEW AND APPROVAL BEFORE MATERIALS ARE ORDERED.

ALTERNATES:

BASE BID: INCLUDES ALL WORK AS SHOWN ON CONSTRUCTION DOCUMENTS.

ALTERNATE NO.2 : SIGN "A" - INCLUDES COST TO INCREASE OVERALL SIGN HEIGHT TO 43'-0" AND INCREASE MESSAGE BOARD SIZE TO 15'X20'-SEE ELEVATIONS.

ABBREVIATIONS

EQ	EQUAL
TYP	TYPICAL
MIN	MINIMUM

SYMBOLS

ELEVATION TAG

SHEET NUMBER — X / Y — ELEVATION NUMBER

ENLARGED PLAN TAG

DETAIL NUMBER — X

SHEET NUMBER — Y

6/19/2024 1:16:15 PM

From the office of: Planning and Facility Design

FORREST GENERAL HOSPITAL
Forrest Health

FGH Project ID No.:	200-24-26
Date:	6/19/2024
Drawn By:	CW/BB
Reviewed By:	CW/ DG

CAMPUS SIGNAGE IMPROVEMENTS
FORREST GENERAL HOSPITAL
FORREST GENERAL | HATTIESBURG | MS

DUSTIN B. GATLIN
LICENSED PROFESSIONAL
ENGINEER
6/19/24
20503
STATE OF MISSISSIPPI

GENERAL NOTES

Scale:

24026-0.2

SIGNAGE SPECIFICATIONS:

SIGN A:

- PYLON SECTION TO BE FABRICATED ALUMINUM SUPPORT FRAME WITH INTERNAL STEEL SADDLES FOR A "SLIP FIT" OVER STEEL SUPPORT POLES. THE EXTERIOR OF THE PYLON IS TO BE FABRICATED .090 ALUMINUM SHEET LAMINATED WITH .040 ALUMINUM SHEET WITH BRUSHED AND ANODIZED FINISH. SEAMS IN THE METAL WILL RUN VERTICALLY AND WILL BE SUBMITTED ON THE SHOP DRAWINGS FOR APPROVED BY FORREST GENERAL HOSPITAL PRIOR TO FABRICATION.
- THE "FORREST GENERAL HOSPITAL" SIGN PANELS ARE TO BE SURFACE MOUNTED TO THE PYLON SECTION AND WILL HAVE GREEN "HALO" LIGHTING AROUND THE PERIMETER OF ENTIRE SIGN CABINET. THE CABINET ITSELF IS INTERNALLY ILLUMINATED WITH WHITE LEDS AND WILL HAVE ROUTED COPY BACKED WITH WHITE PLEX FOR THE "FORREST GENERAL HOSPITAL" AND "FORREST HEALTH" LINES OF COPY.
- THE 5' DIAMETER, INTERNALLY ILLUMINATED (WHITE LEDS) LOGO WILL BE 4" DEEP WITH FLAT PLEX FACES (SECURED IN PLACE WITH PAINTED ALUMINUM RETAINER) AND FIRST SURFACE VINYL GRAPHICS WITH 3M CLEAR OVERLAMINATE AND WILL HAVE GREEN "HALO" LIGHTING AROUND THE PERIMETER OF THE LOGO CABINET.
- THE EMERGENCY PANEL WILL BE ROUTED FROM THE PYLON SECTION AND BACKED WITH WHITE PLEX LAMINATED WITH 3M RED VINYL AND 3M CLEAR OVERLAMINATE AND BACKED WITH WHITE LED ILLUMINATION.
- THE ELECTRONIC MESSAGE CENTER (EMC) WILL BE A FULL COLOR DISPLAY WITH A RESOLUTION OF 10MM. THE EMC WILL HAVE FULL VIDEO CAPABILITIES, HARD WIRED AND WIRELESS COMMUNICATIONS, AND CLOUD-BASED INTERNET SCHEDULING. INCLUDED IN THE CONTRACT WILL BE FULL ON-SITE OPERATOR TRAINING CLASSES FOR HOSPITAL STAFF, INITIAL CONTENT GENERATION FOR IMAGES TO BE DISPLAYED ON THE SIGN AT TIME OF POWER CONNECTION, AND REMOTE ACCESS TO THE SIGN FOR TROUBLESHOOTING PURPOSES. STANDARD WARRANTY FOR THE EMC WILL BE 5 YEAR PARTS REPLACEMENT AND ONE YEAR ON SITE LABOR. APPROVED PROVIDERS FOR THE EMC WILL BE WATCHFIRE SIGNS, DAKTRONICS, OR OWNER APPROVED EQUAL.

SIGN B:

- PYLON SECTION TO BE FABRICATED STEEL SUPPORT FRAME WITH INTERNAL STEEL SADDLES FOR A "SLIP FIT" OVER A NEW STEEL SUPPORT POLE IMBEDDED IN A DRILLED FOUNDATION. THE EXTERIOR OF THE PYLON IS TO BE FABRICATED .090 ALUMINUM SHEET LAMINATED WITH .040 ALUMINUM SHEET WITH BRUSHED AND ANODIZED FINISH. SEAMS IN THE METAL WILL RUN VERTICALLY AND WILL BE SUBMITTED ON THE SHOP DRAWINGS FOR APPROVED BY FORREST GENERAL HOSPITAL PRIOR TO FABRICATION. THE GREEN SECTIONS OF THE PYLON WILL BE .040 ALUMINUM SHEETING LAMINATED OVER THE .090 ALUMINUM BASE LAYER AND PAINTED PER HOSPITAL COLOR SPECIFICATIONS.
- THE "FORREST GENERAL HOSPITAL" SIGN PANELS (QTY 4) ARE TO BE SURFACE MOUNTED TO THE PYLON SECTION AND WILL HAVE GREEN "HALO" LIGHTING AROUND THE PERIMETER OF ENTIRE SIGN CABINET. THE CABINET ITSELF IS INTERNALLY ILLUMINATED WITH GREEN LEDS AND WILL HAVE ROUTED COPY BACKED
- CLEAR PLEX OVERLAID WITH 3M GREEN VINYL FOR THE "FORREST GENERAL HOSPITAL" AND "FORREST HEALTH" LINES OF COPY.
- THE 3' DIAMETER, INTERNALLY ILLUMINATED (WHITE LEDS) LOGOS (QTY 4) WILL BE 4" DEEP WITH FLAT PLEX FACES (SECURED IN PLACE WITH PAINTED ALUMINUM RETAINER) AND FIRST SURFACE VINYL GRAPHICS WITH 3M CLEAR OVERLAMINATE AND WILL HAVE GREEN "HALO" LIGHTING AROUND THE PERIMETER OF THE LOGO CABINET.
- THE INTERNALLY ILLUMINATED DIRECTIONAL SIGN CABINETS (QTY 4) WILL BE FABRICATED AND PAINTED ALUMINUM AND WILL BE SURFACE MOUNTED TO THE PYLON SECTION OF THE SIGN. THE INDIVIDUAL DIRECTIONAL PANELS WILL BE FLAT PAINTED .063 ALUMINUM WITH ROUTED COPY BACKED WITH WHITE PLEX AND BACKED WITH WHITE LED ILLUMINATION.

SIGN C:

- PYLON SECTION TO BE FABRICATED STEEL SUPPORT FRAME WITH INTERNAL STEEL SADDLES FOR A "SLIP FIT" OVER A NEW STEEL SUPPORT POLE IMBEDDED IN A DRILLED FOUNDATION. THE EXTERIOR OF THE PYLON IS TO BE FABRICATED .090 ALUMINUM SHEET LAMINATED WITH .040 ALUMINUM SHEET WITH BRUSHED AND ANODIZED FINISH. SEAMS IN THE METAL WILL RUN VERTICALLY AND WILL BE SUBMITTED ON THE SHOP DRAWINGS FOR APPROVED BY FORREST GENERAL HOSPITAL PRIOR TO FABRICATION. THE GREEN SECTIONS OF THE PYLON WILL BE .040 ALUMINUM SHEETING LAMINATED OVER THE .090 ALUMINUM BASE LAYER AND PAINTED PER HOSPITAL COLOR SPECIFICATIONS.
- THE "FORREST GENERAL HOSPITAL" SIGN PANELS (QTY 4) ARE TO BE SURFACE MOUNTED TO THE PYLON SECTION AND WILL HAVE GREEN "HALO" LIGHTING AROUND THE PERIMETER OF ENTIRE SIGN CABINET. THE CABINET ITSELF IS INTERNALLY ILLUMINATED WITH GREEN LEDS AND WILL HAVE ROUTED COPY BACKED
- CLEAR PLEX OVERLAID WITH 3M GREEN VINYL FOR THE "FORREST GENERAL HOSPITAL" AND "FORREST HEALTH" LINES OF COPY.
- THE 3' DIAMETER, INTERNALLY ILLUMINATED (WHITE LEDS) LOGOS (QTY 4) WILL BE 4" DEEP WITH FLAT PLEX FACES (SECURED IN PLACE WITH PAINTED ALUMINUM RETAINER) AND FIRST SURFACE VINYL GRAPHICS WITH 3M CLEAR OVERLAMINATE AND WILL HAVE GREEN "HALO" LIGHTING AROUND THE PERIMETER OF THE LOGO CABINET.
- THE INTERNALLY ILLUMINATED DIRECTIONAL SIGN CABINETS (QTY 4) WILL BE FABRICATED AND PAINTED ALUMINUM AND WILL BE SURFACE MOUNTED TO THE PYLON SECTION OF THE SIGN. THE INDIVIDUAL DIRECTIONAL PANELS WILL BE FLAT PAINTED .063 ALUMINUM WITH ROUTED COPY BACKED WITH WHITE PLEX AND BACKED WITH WHITE LED ILLUMINATION.

From the office of: Planning and Facility Design

FORREST GENERAL HOSPITAL
Forrest Health

FGH Project ID No.:	200-24-26
Date:	6/19/2024
Drawn By:	CW/BB
Reviewed By:	CW/ DG

CAMPUS SIGNAGE IMPROVEMENTS
FORREST GENERAL HOSPITAL
FORREST GENERAL | HATTIESBURG | MS

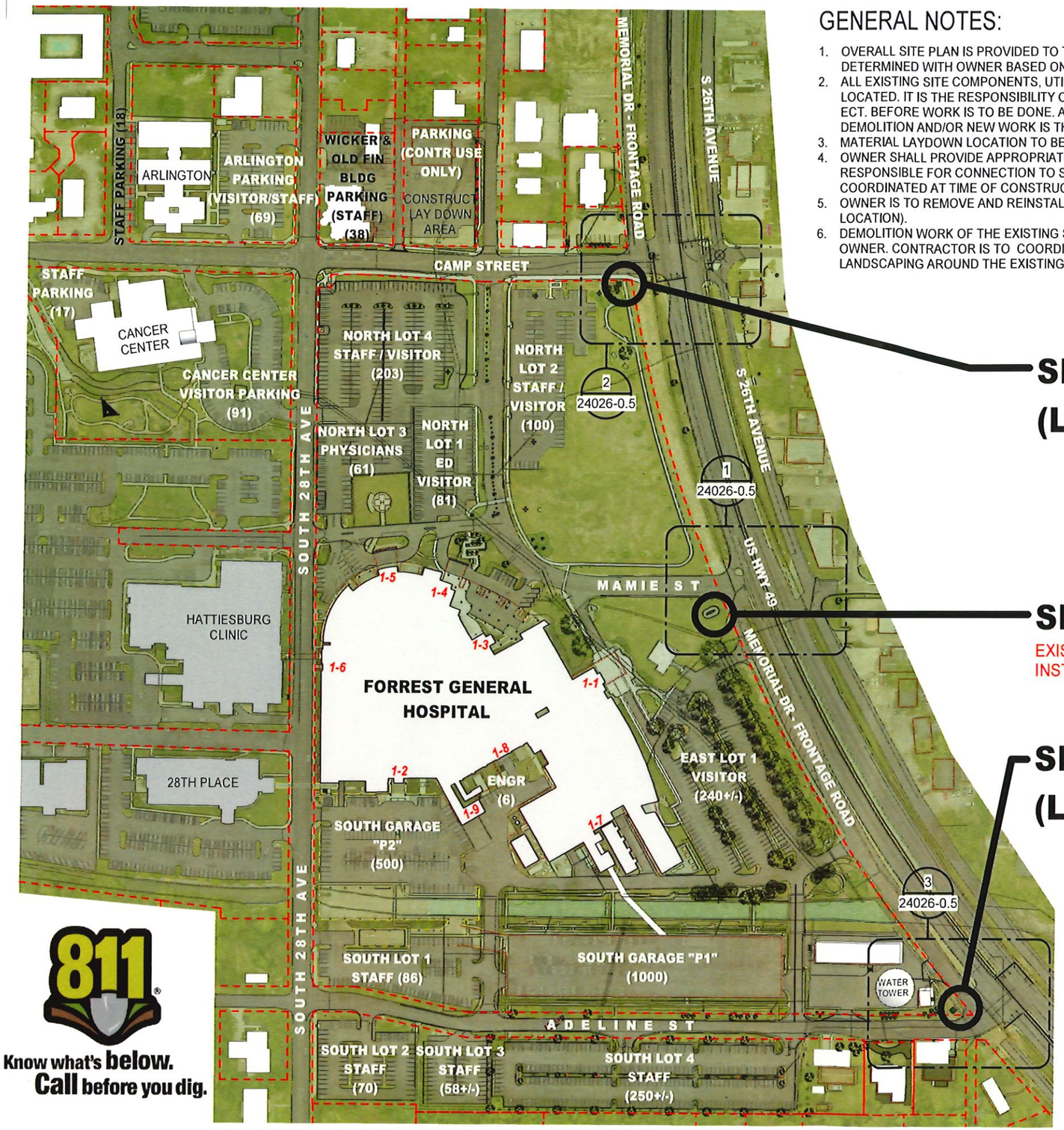
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LICENSED PROFESSIONAL
ENGINEER
6/19/24
20503
STATE OF MISSISSIPPI

SIGNAGE SPECIFICATIONS

Scale:

24026-0.3

6/19/2024 1:16:15 PM



811 Know what's below. Call before you dig.

6/19/2024 1:16:29 PM

GENERAL NOTES:

1. OVERALL SITE PLAN IS PROVIDED TO THE CONTRACT AND IS APPROXIMATE. FINAL SIGN LOCATIONS TO BE FIELD DETERMINED WITH OWNER BASED ON SITE CONDITIONS AT TIME OF CONSTRUCTION.
2. ALL EXISTING SITE COMPONENTS, UTILITIES, SITE CONDITIONS, ETC. ARE TO BE FIELD VERIFIED AND FIELD LOCATED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL EXISTING SITE CONDITIONS, UTILITIES, ECT. BEFORE WORK IS TO BE DONE. ANY DAMAGES TO THE EXISTING COMPONENTS AND/OR SYSTEMS DURING DEMOLITION AND/OR NEW WORK IS THE RESPONSIBILITY OF THE CONTRACTOR.
3. MATERIAL LAYDOWN LOCATION TO BE COORDINATED WITH OWNER PRIOR TO CONSTRUCTION.
4. OWNER SHALL PROVIDE APPROPRIATE POWER TO EACH SIGN SITE. CONTRACTOR/ VENDOR SHALL BE RESPONSIBLE FOR CONNECTION TO SIGN. EXACT POWER REQUIREMENTS AND CONNECTIONS SHALL BE COORDINATED AT TIME OF CONSTRUCTION.
5. OWNER IS TO REMOVE AND REINSTALL LANDSCAPING AT THE EXISTING DIGITAL SIGN LOCATION. (SIGN "A" LOCATION).
6. DEMOLITION WORK OF THE EXISTING SIGN IS TO START AFTER THE LANDSCAPING HAS BEEN REMOVED BY THE OWNER. CONTRACTOR IS TO COORDINATE WITH THE OWNER FOR THE REMOVAL AND REINSTALLATION OF THE LANDSCAPING AROUND THE EXISTING DIGITAL SIGN.

SIGN "B" - MONUMENT SIGN (LOCATION)

SIGN "A" - DIGITAL SIGN

EXISTING SIGN TO BE REMOVED IN ITS ENTIRETY TO INSTALL NEW WORK.

SIGN "C" - MONUMENT SIGN (LOCATION)

1 OVERALL SITE PLAN
1" = 200'-0"

0 100' 200' 400'
0 2"
1" = 200'-0"

N

From the office of: Planning and Facility Design

FORREST GENERAL HOSPITAL
Forrest Health

FGH Project ID No.:	200-24-26
Date:	6/19/2024
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CAMPUS SIGNAGE IMPROVEMENTS
FORREST GENERAL HOSPITAL

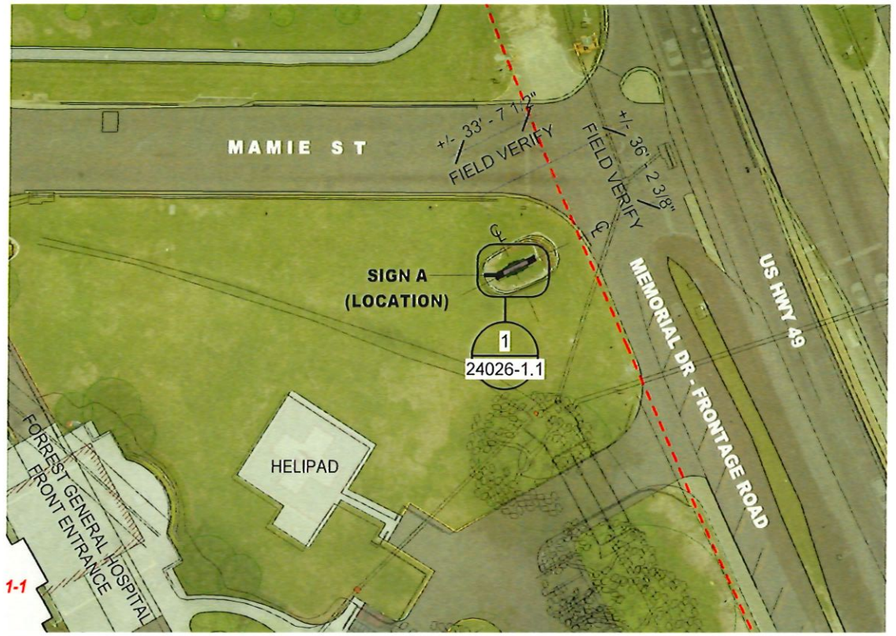
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20503
STATE OF MISSISSIPPI

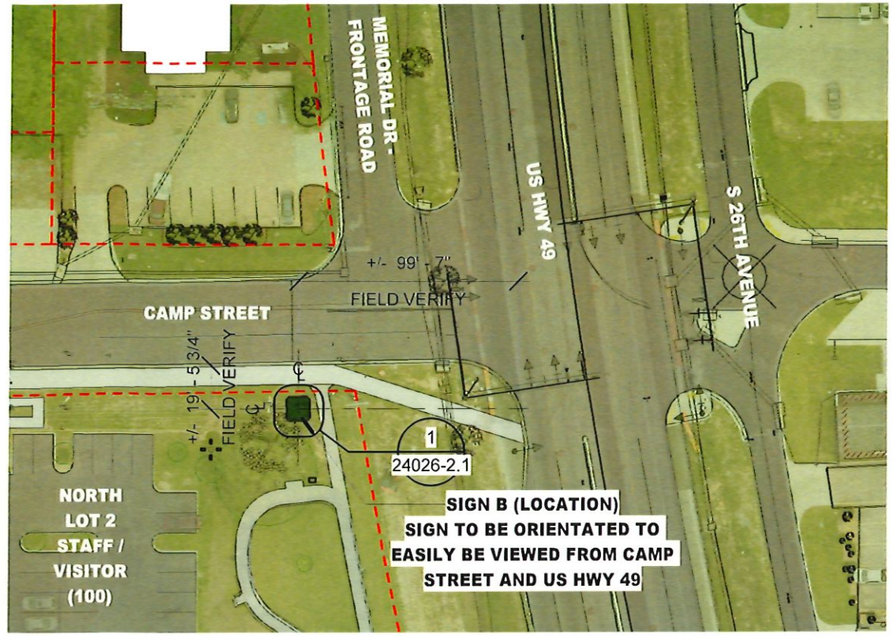
OVERALL SITE PLAN

Scale: 1" = 200'-0"

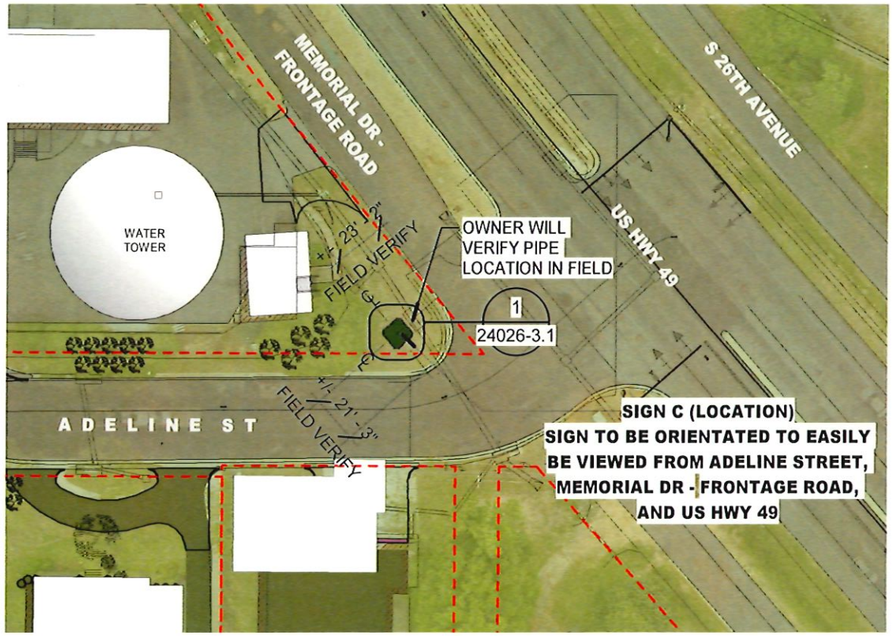
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1 SIGN "A" LOCATION
1" = 60'-0"



2 SIGN "B" LOCATION
1" = 60'-0"



3 SIGN "C" LOCATION
1" = 60'-0"

GENERAL NOTES:

1. OVERALL SITE PLAN IS PROVIDED TO THE CONTRACT AND IS APPROXIMATE. FINAL SIGN LOCATIONS TO BE FIELD DETERMINED WITH OWNER BASED ON SITE CONDITIONS AT TIME OF CONSTRUCTION.
2. ALL EXISTING SITE COMPONENTS, UTILITIES, SITE CONDITIONS, ETC. ARE TO BE FIELD VERIFIED AND FIELD LOCATED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL EXISTING SITE CONDITIONS, UTILITIES, ECT. BEFORE WORK IS TO BE DONE. ANY DAMAGES TO THE EXISTING COMPONENTS AND/OR SYSTEMS DURING DEMOLITION AND/OR NEW WORK IS THE RESPONSIBILITY OF THE CONTRACTOR.
3. MATERIAL LAYDOWN LOCATION TO BE COORDINATED WITH OWNER PRIOR TO CONSTRUCTION.
4. OWNER SHALL PROVIDE APPROPRIATE POWER TO EACH SIGN SITE. CONTRACTOR/ VENDOR SHALL BE RESPONSIBLE FOR CONNECTION TO SIGN. EXACT POWER REQUIREMENTS AND CONNECTIONS SHALL BE COORDINATED AT TIME OF CONSTRUCTION.
5. OWNER IS TO REMOVE AND REINSTALL LANDSCAPING AT THE EXISTING DIGITAL SIGN LOCATION. (SIGN "A" LOCATION).
6. DEMOLITION WORK OF THE EXISTING SIGN IS TO START AFTER THE LANDSCAPING HAS BEEN REMOVED BY THE OWNER. CONTRACTOR IS TO COORDINATE WITH THE OWNER FOR THE REMOVAL AND REINSTALLATION OF THE LANDSCAPING AROUND THE EXISTING DIGITAL SIGN.



EXISTING DIGITAL SIGN TO BE REMOVED IN ITS ENTIRETY BY CONTRACTOR TO INSTALL NEW WORK

EXISTING LANDSCAPING AND RETAINING WALL TO BE REMOVED BY OWNER IN ITS ENTIRETY PRIOR TO CONSTRUCTION. EXISTING FOUNDATION ELEMENTS TO BE REMOVED OR REMAIN AS REQ'D TO INSTALL NEW WORK.

4 EXISTING SIGN

811 Know what's below. Call before you dig.

0 30' 60' 120'
0 2"
1" = 60'-0"

N

From the office of: Planning and Facility Design

FORREST GENERAL HOSPITAL
Forrest Health

FGH Project ID No.:	200-24-26
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Drawn By:	CW/BB
Reviewed By:	CW/ DG

CAMPUS SIGNAGE IMPROVEMENTS
FORREST GENERAL HOSPITAL
FORREST GENERAL | HATTIESBURG | MS

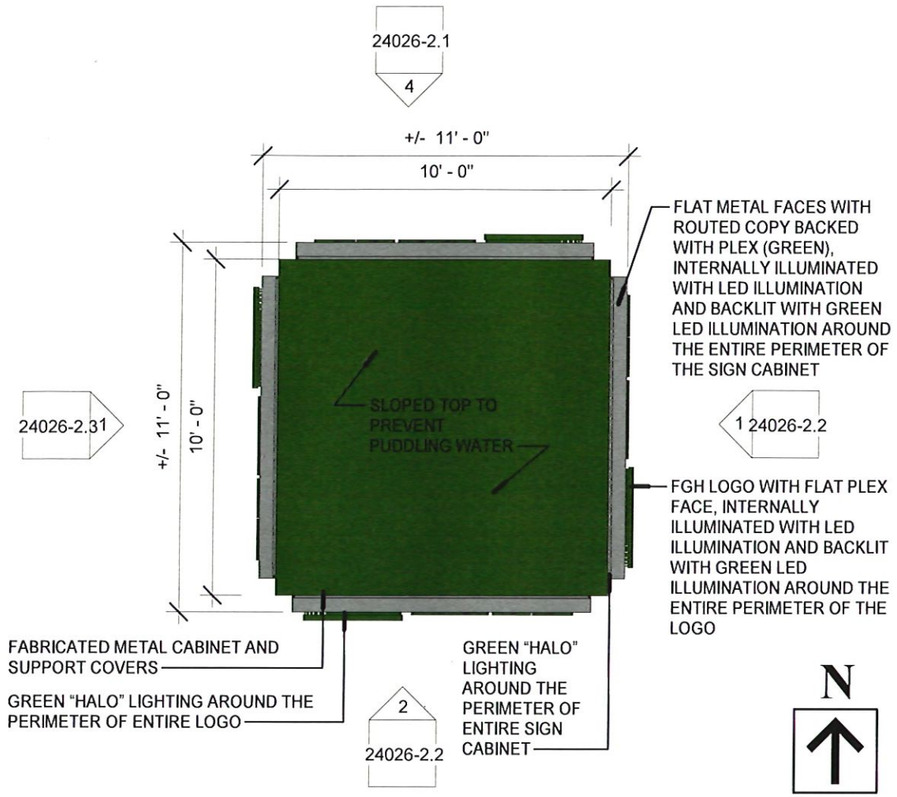
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ENLARGED SITE PLANS

Scale: As indicated

24026-0.5

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1 SIGN "B" PLAN VIEW
1/4" = 1'-0"

BASE BID



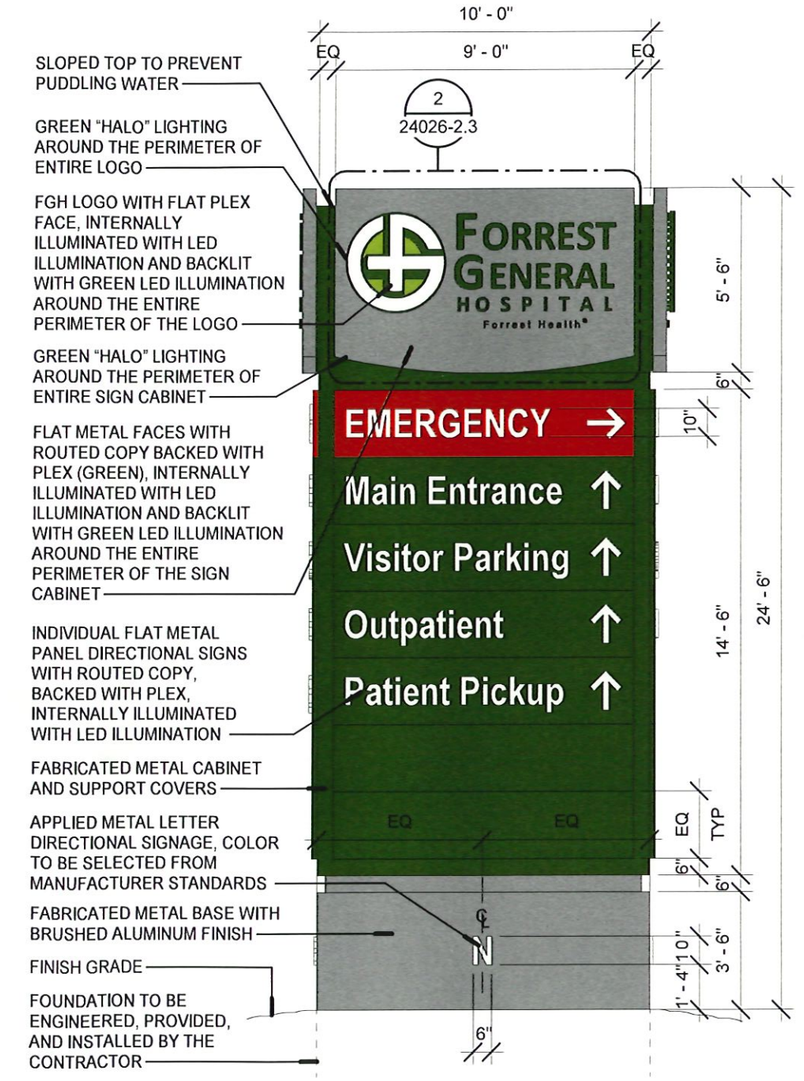
2 Sign B 3D View 1

BASE BID



3 Sign B 3D View 2

BASE BID



4 SIGN "B" - NORTH ELEVATION
1/4" = 1'-0"

BASE BID

GENERAL NOTES:

1. DESIGN AS SHOWN IS TO BE USED AS BASIS OF DESIGN AND IS SHOWN FOR ILLUSTRATION PURPOSES ONLY TO CONVEY DESIGN INTENT. FINAL LAYOUT/DESIGN OF SIGNAGE TO BE SUBMITTED TO OWNER FOR APPROVAL PRIOR TO FABRICATION.
2. INITIAL PANEL TEXT SHOWN FOR BIDDING PURPOSES ONLY. FINAL DESIGN/LAYOUT OF TEXT TO BE APPROVED BY OWNER.

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From the office of: Planning and Facility Design

FORREST GENERAL HOSPITAL
Forrest Health

FGH Project ID No.:	200-24-26
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CAMPUS SIGNAGE IMPROVEMENTS
FORREST GENERAL HOSPITAL

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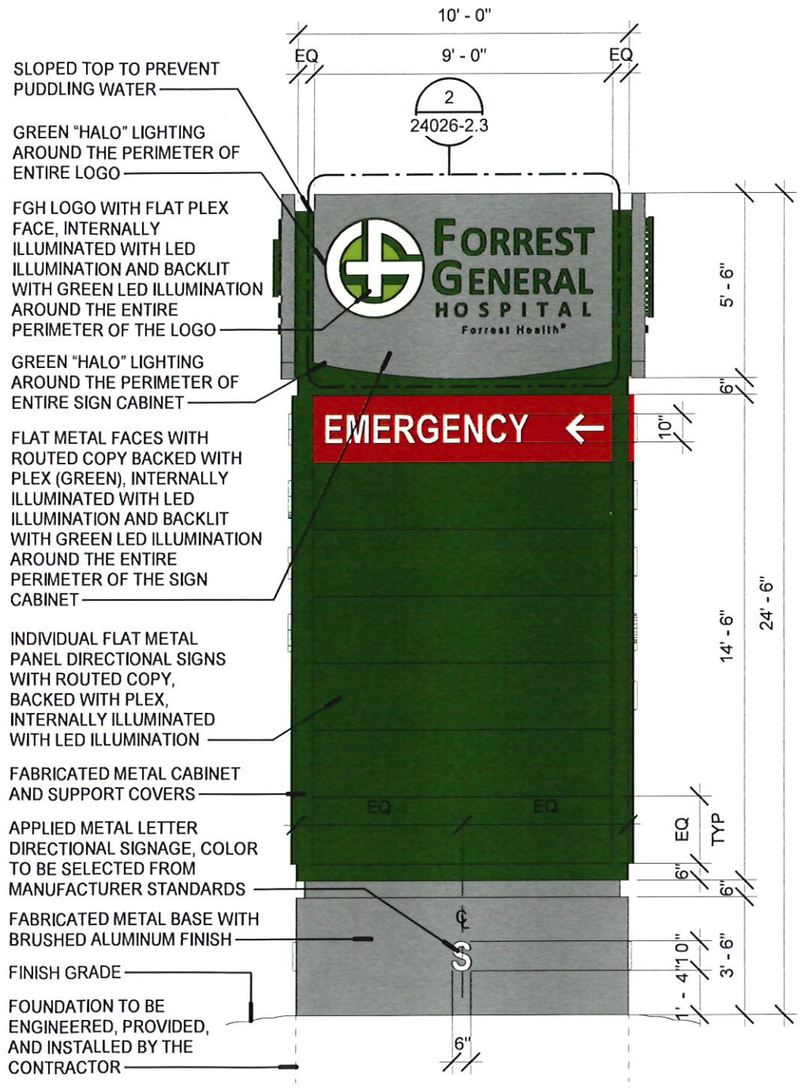
SIGN "B" PLAN & 3D VIEWS

Scale: 1/4" = 1'-0"

24026-2.1



1 SIGN "B" - EAST ELEVATION
1/4" = 1'-0"
BASE BID



2 SIGN "B" - SOUTH ELEVATION
1/4" = 1'-0"
BASE BID

GENERAL NOTES:

1. DESIGN AS SHOWN IS TO BE USED AS BASIS OF DESIGN AND IS SHOWN FOR ILLUSTRATION PURPOSES ONLY TO CONVEY DESIGN INTENT. FINAL LAYOUT/DESIGN OF SIGNAGE TO BE SUBMITTED TO OWNER FOR APPROVAL PRIOR TO FABRICATION.
2. INITIAL PANEL TEXT SHOWN FOR BIDDING PURPOSES ONLY. FINAL DESIGN/LAYOUT OF TEXT TO BE APPROVED BY OWNER.

From the office of: Planning and Facility Design

FORREST GENERAL HOSPITAL
Forrest Health

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CAMPUS SIGNAGE IMPROVEMENTS
FORREST GENERAL HOSPITAL

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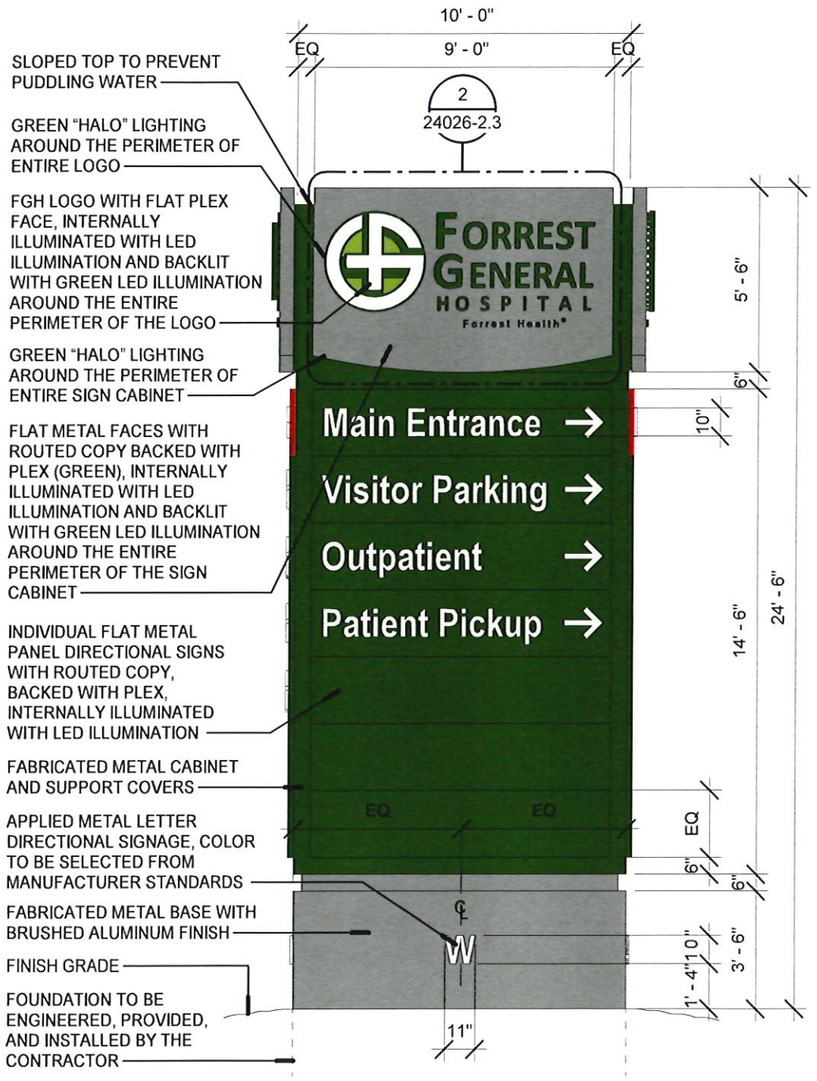
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ENGINEER
6/19/24
20503
STATE OF MISSISSIPPI

SIGN "B" ELEVATIONS

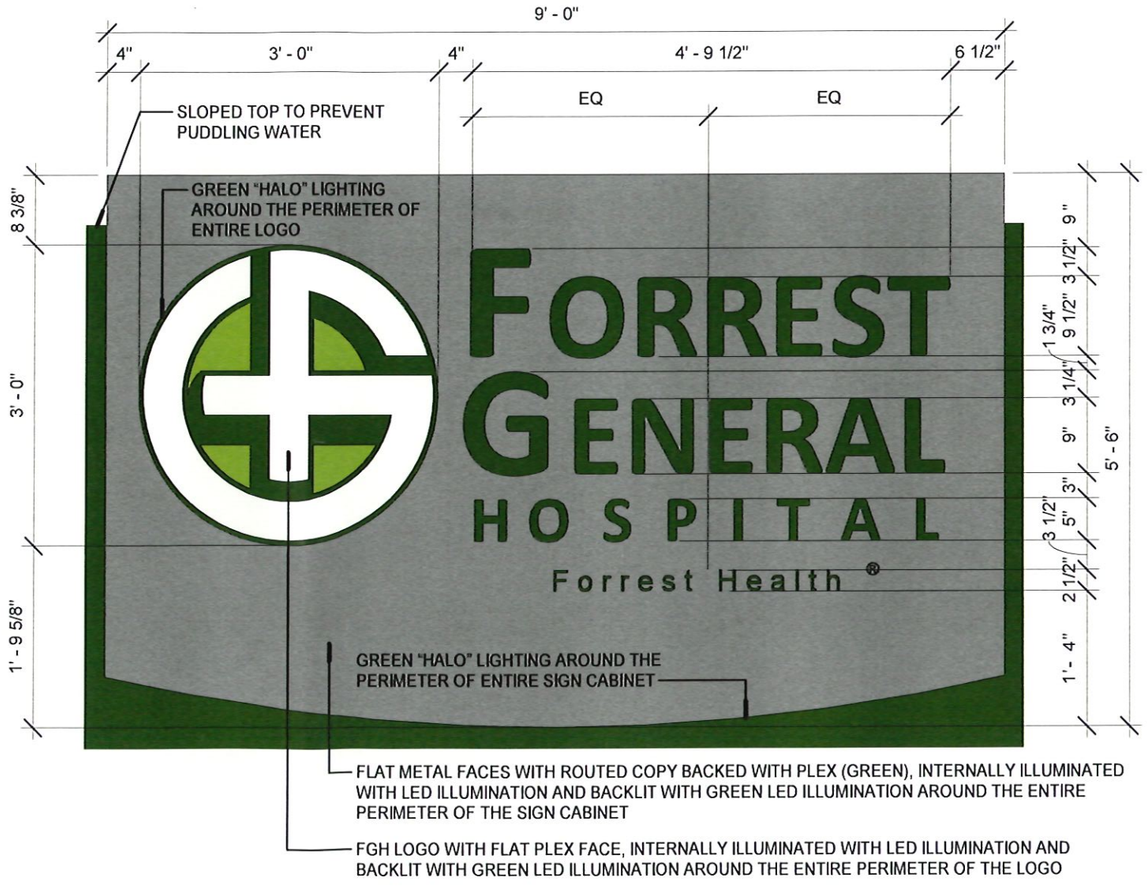
Scale: 1/4" = 1'-0"

24026-2.2

6/19/2024 1:16:39 PM



1 SIGN "B" - WEST ELEVATION
1/4" = 1'-0"
BASE BID



2 SIGN "B" AND "C" - ENLARGED PLAN
3/4" = 1'-0"
BASE BID

GENERAL NOTES:

1. DESIGN AS SHOWN IS TO BE USED AS BASIS OF DESIGN AND IS SHOWN FOR ILLUSTRATION PURPOSES ONLY TO CONVEY DESIGN INTENT. FINAL LAYOUT/DESIGN OF SIGNAGE TO BE SUBMITTED TO OWNER FOR APPROVAL PRIOR TO FABRICATION.
2. INITIAL PANEL TEXT SHOWN FOR BIDDING PURPOSES ONLY. FINAL DESIGN/LAYOUT OF TEXT TO BE APPROVED BY OWNER.

From the office of: Planning and Facility Design

FORREST GENERAL HOSPITAL
Forrest Health®

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CAMPUS SIGNAGE IMPROVEMENTS
FORREST GENERAL HOSPITAL

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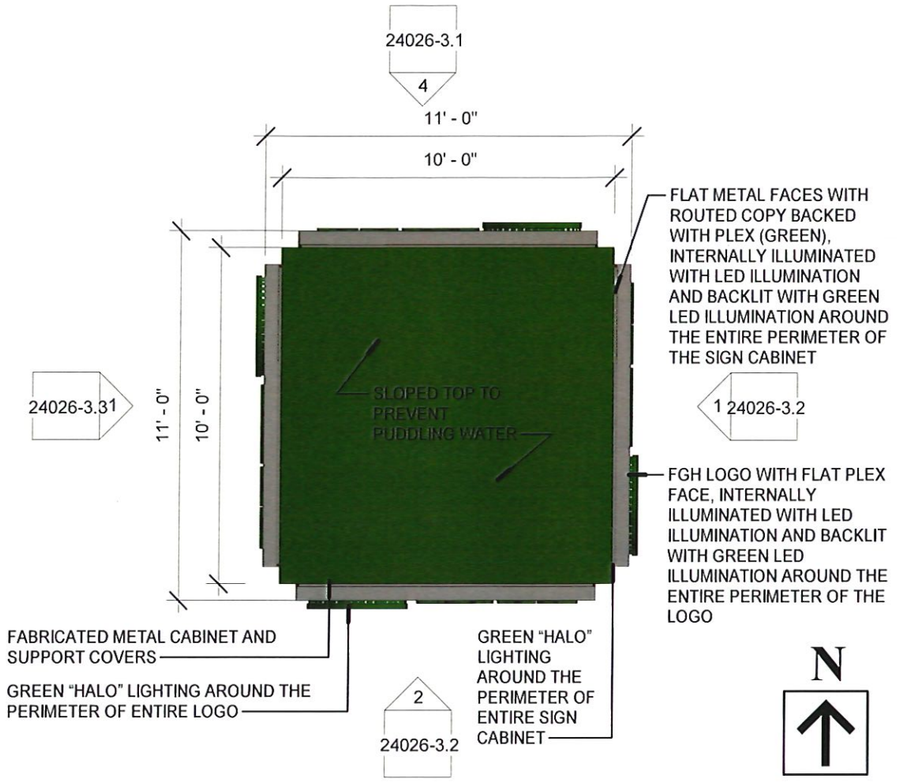
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ENGINEER
6/19/24
20503
STATE OF MISSISSIPPI

SIGN "B" ELEVATION AND SIGN "B" AND "C" ENLARGED PLAN

Scale: As indicated

24026-2.3

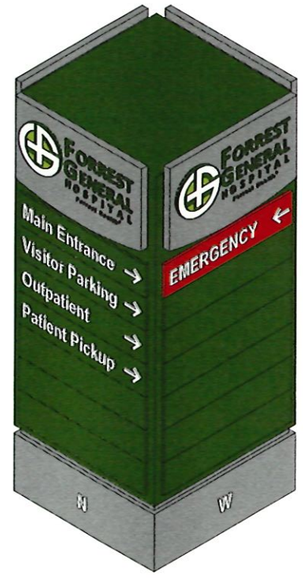
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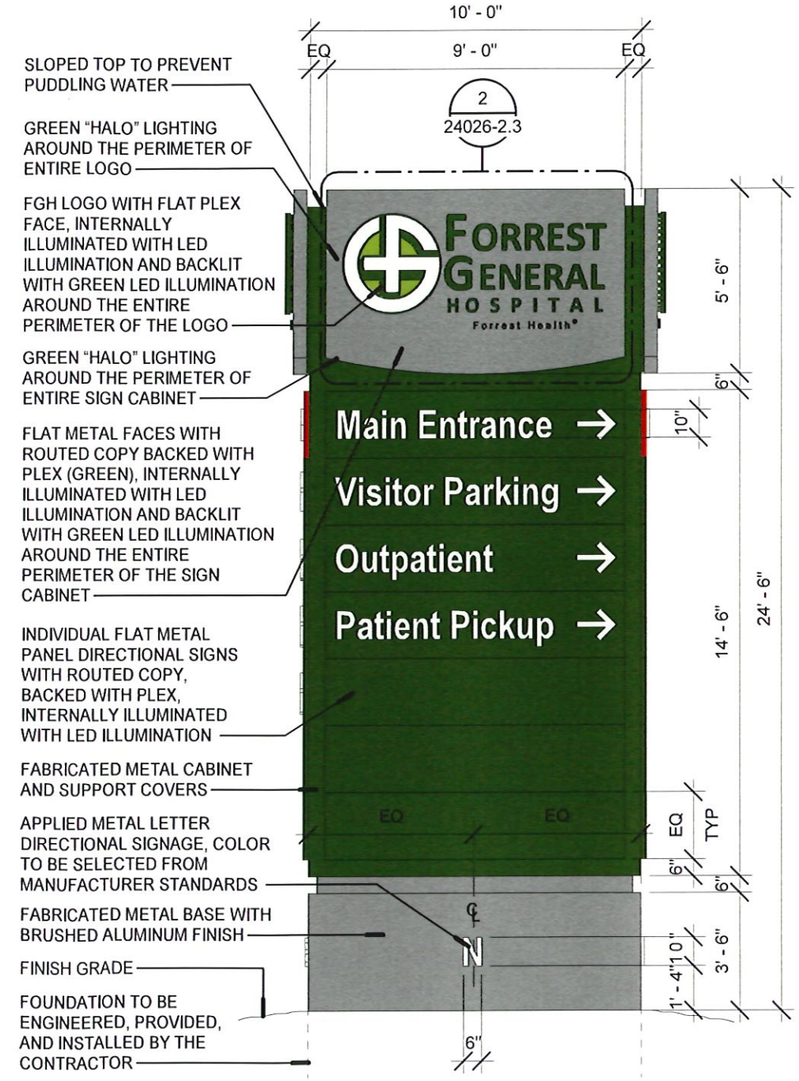
1 SIGN "C" PLAN VIEW
1/4" = 1'-0"
BASE BID



2 Sign C 3D View 1
BASE BID



3 Sign C 3D View 2
BASE BID



4 SIGN "C" - NORTH ELEVATION
1/4" = 1'-0"
BASE BID

GENERAL NOTES:

1. DESIGN AS SHOWN IS TO BE USED AS BASIS OF DESIGN AND IS SHOWN FOR ILLUSTRATION PURPOSES ONLY TO CONVEY DESIGN INTENT. FINAL LAYOUT/DESIGN OF SIGNAGE TO BE SUBMITTED TO OWNER FOR APPROVAL PRIOR TO FABRICATION.
2. INITIAL PANEL TEXT SHOWN FOR BIDDING PURPOSES ONLY. FINAL DESIGN/LAYOUT OF TEXT TO BE APPROVED BY OWNER.

6/19/2024 1:16:42 PM

From the office of: Planning and Facility Design

FORREST GENERAL HOSPITAL
Forrest Health

FGH Project ID No.:	200-24-26
Date:	6/19/2024
Drawn By:	CW/BB
Reviewed By:	CW/ DG

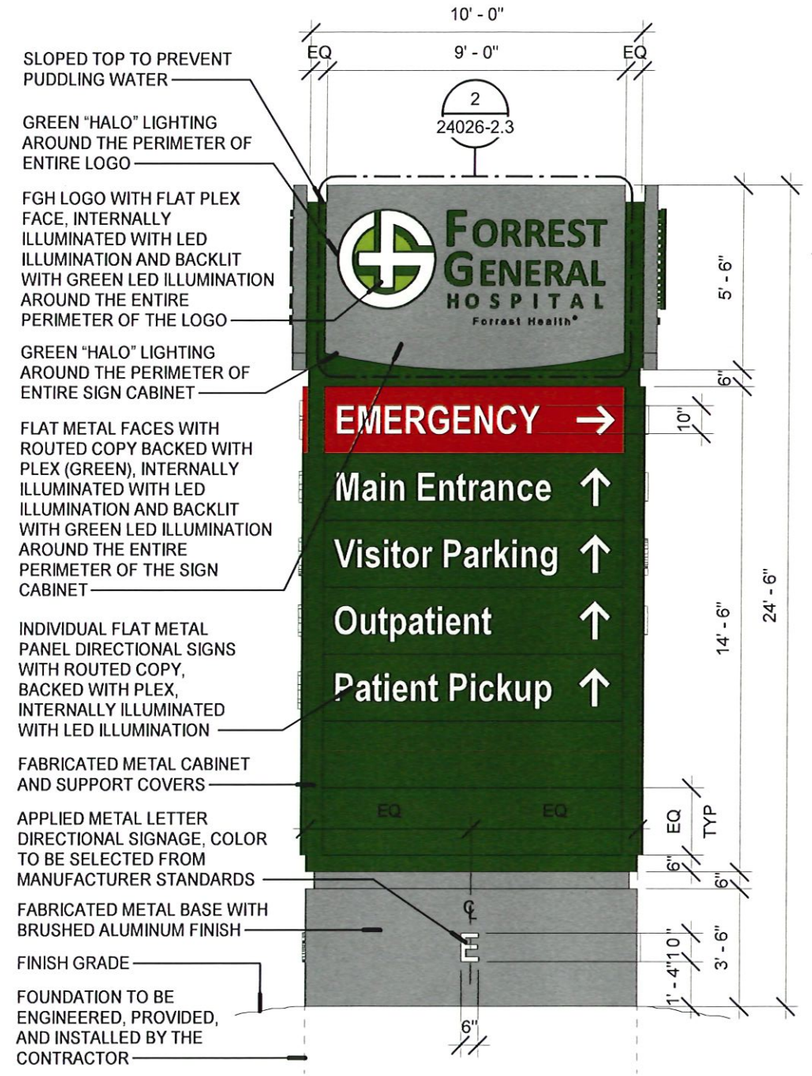
CAMPUS SIGNAGE IMPROVEMENTS
FORREST GENERAL HOSPITAL
FORREST GENERAL | HATTIESBURG | MS

DUSTIN B. GATLIN
LICENSED PROFESSIONAL
ENGINEER
6/19/24
20503
STATE OF MISSISSIPPI

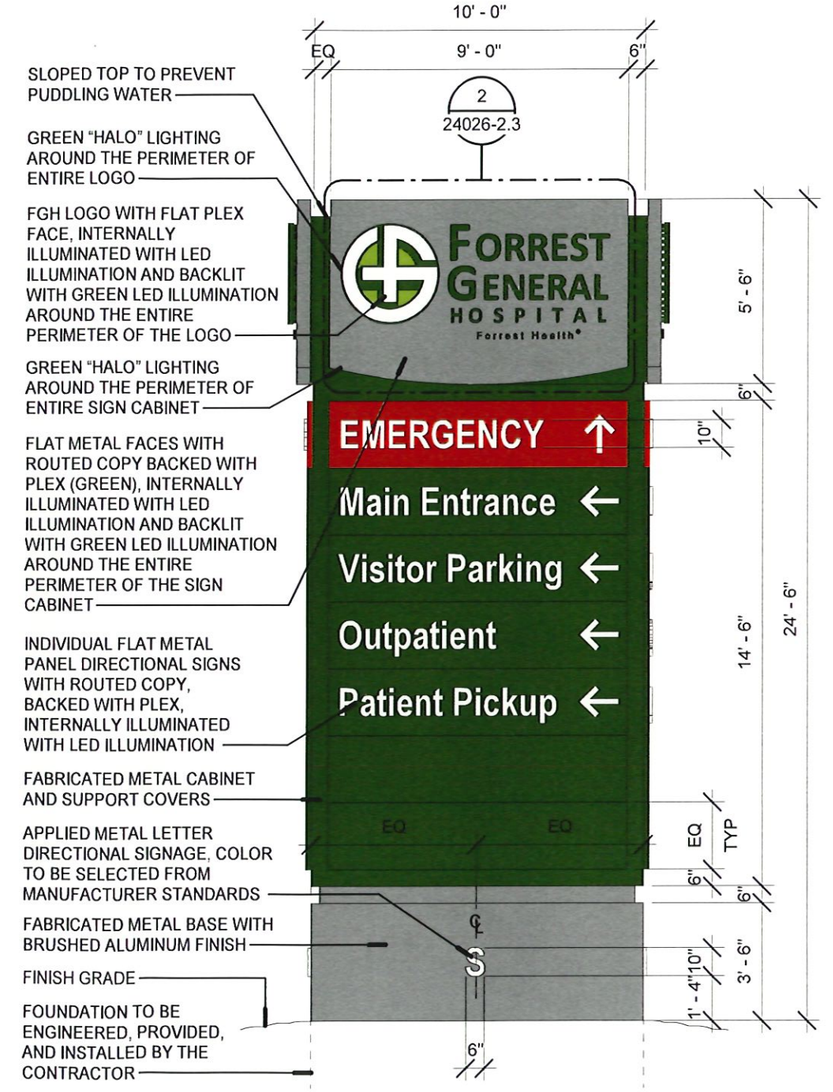
SIGN "C" PLAN & 3D VIEWS

Scale: 1/4" = 1'-0"

24026-3.1



1 SIGN "C" - EAST ELEVATION
1/4" = 1'-0"
BASE BID



2 SIGN "C" - SOUTH ELEVATION
1/4" = 1'-0"
BASE BID

GENERAL NOTES:

1. DESIGN AS SHOWN IS TO BE USED AS BASIS OF DESIGN AND IS SHOWN FOR ILLUSTRATION PURPOSES ONLY TO CONVEY DESIGN INTENT. FINAL LAYOUT/DESIGN OF SIGNAGE TO BE SUBMITTED TO OWNER FOR APPROVAL PRIOR TO FABRICATION.
2. INITIAL PANEL TEXT SHOWN FOR BIDDING PURPOSES ONLY. FINAL DESIGN/LAYOUT OF TEXT TO BE APPROVED BY OWNER.

From the office of: Planning and Facility Design
FORREST GENERAL HOSPITAL
Forrest Health

FGH Project ID No.:	200-24-26
Date:	6/19/2024
Drawn By:	CW/BB
Reviewed By:	CW/ DG

CAMPUS SIGNAGE IMPROVEMENTS
FORREST GENERAL HOSPITAL
FORREST GENERAL | HATTIESBURG | MS

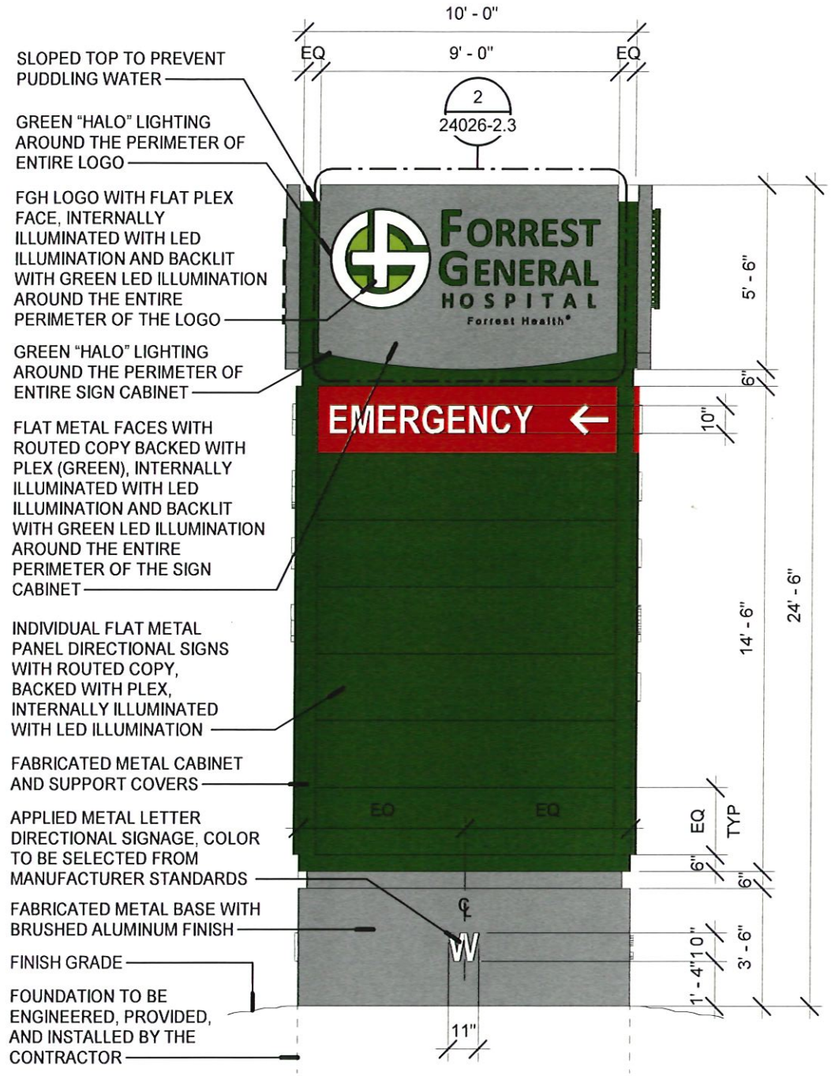
DUSTIN B. GATLIN
LICENSED PROFESSIONAL
ENGINEER
6/19/24
20503
STATE OF MISSISSIPPI

SIGN "C" ELEVATIONS

Scale: 1/4" = 1'-0"

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1 SIGN "C" - WEST ELEVATION
1/4" = 1'-0"

BASE BID

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GENERAL NOTES:

1. DESIGN AS SHOWN IS TO BE USED AS BASIS OF DESIGN AND IS SHOWN FOR ILLUSTRATION PURPOSES ONLY TO CONVEY DESIGN INTENT. FINAL LAYOUT/DESIGN OF SIGNAGE TO BE SUBMITTED TO OWNER FOR APPROVAL PRIOR TO FABRICATION.
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From the office of: Planning and Facility Design

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CAMPUS SIGNAGE IMPROVEMENTS
FORREST GENERAL HOSPITAL

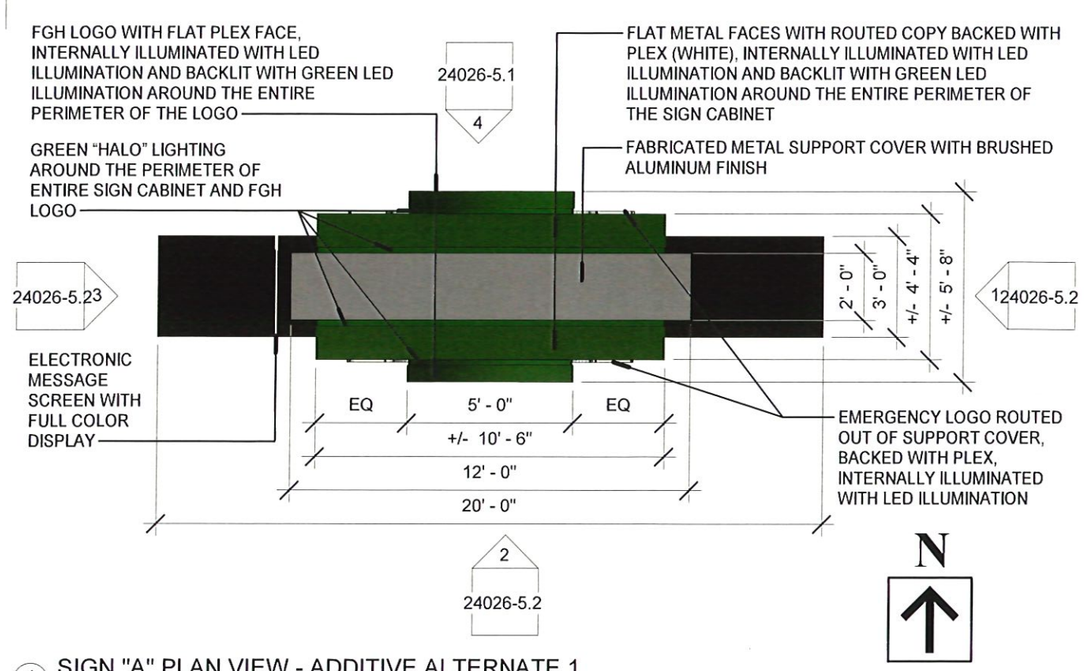
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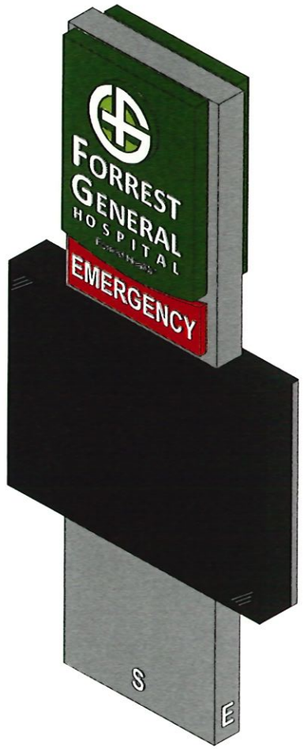
SIGN "C" ELEVATIONS

Scale: 1/4" = 1'-0"

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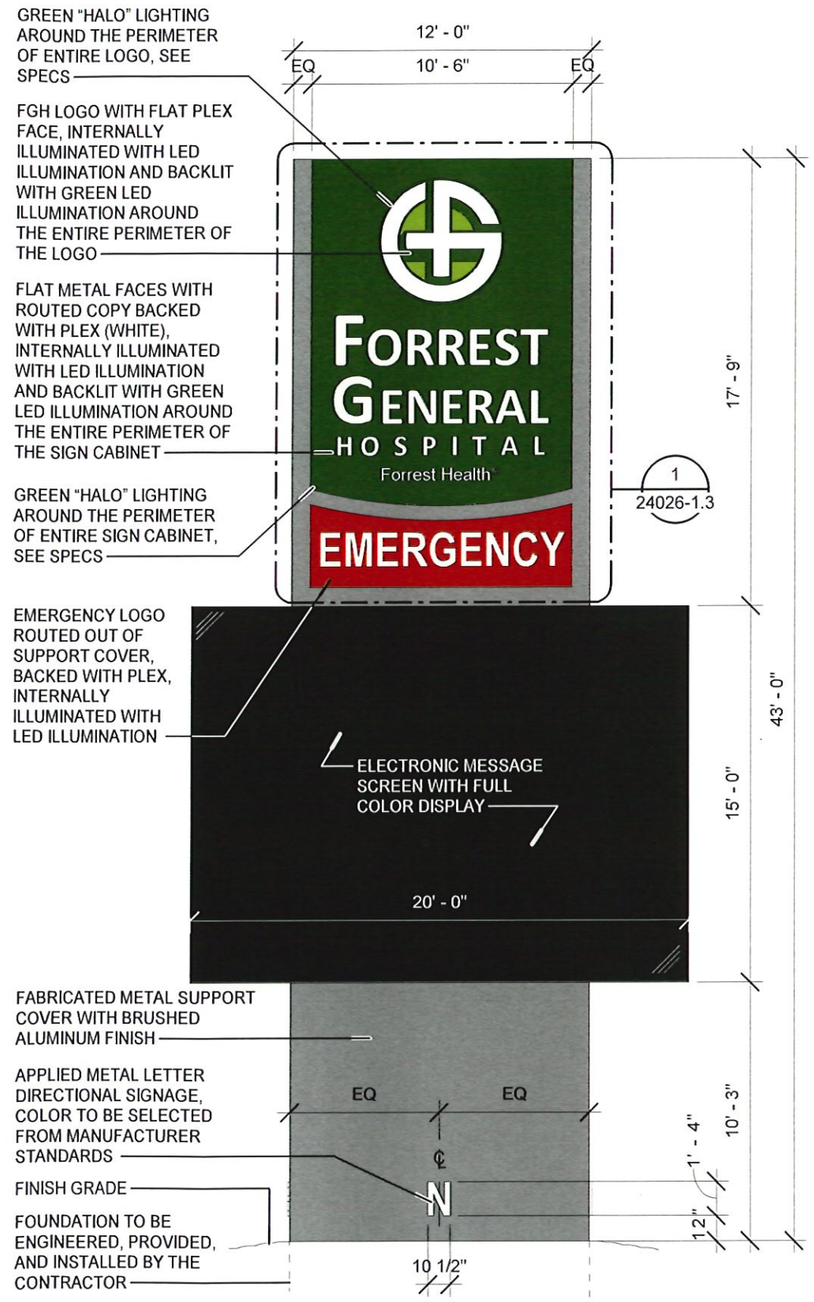
1 SIGN "A" PLAN VIEW - ADDITIVE ALTERNATE 1
1/4" = 1'-0"



2 SIGN "A" 3D VIEW -ADDITIVE ALTERNATE 1 - SE



3 SIGN "A" 3D VIEW -ADDITIVE ALTERNATE 1 - NW



4 SIGN "A" - ADDITIVE ALTERNATE 1 - NORTH ELEVATION
3/16" = 1'-0"

NOTE: DESIGN AS SHOWN IS TO BE USED AS BASIS OF DESIGN AND IS SHOWN FOR ILLUSTRATION PURPOSES ONLY TO CONVEY DESIGN INTENT. FINAL LAYOUT/DESIGN OF SIGNAGE TO BE SUBMITTED TO OWNER FOR APPROVAL PRIOR TO FABRICATION.

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From the office of: Planning and Facility Design

FORREST GENERAL HOSPITAL
Forrest Health

FGH Project ID No.:	200-24-26
Date:	6/19/2024
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CAMPUS SIGNAGE IMPROVEMENTS
FORREST GENERAL HOSPITAL

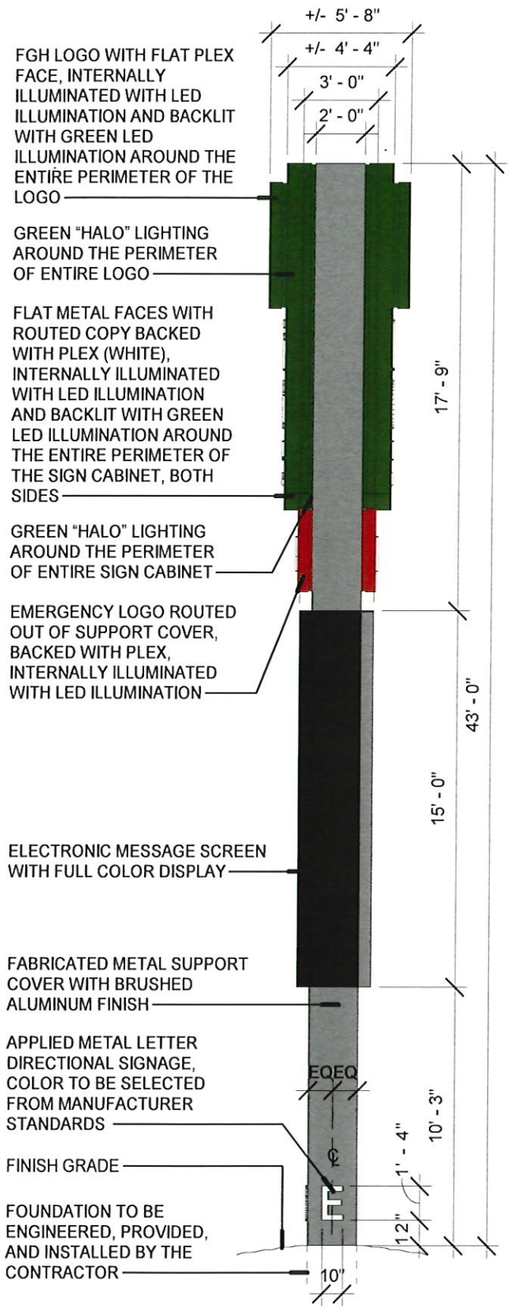
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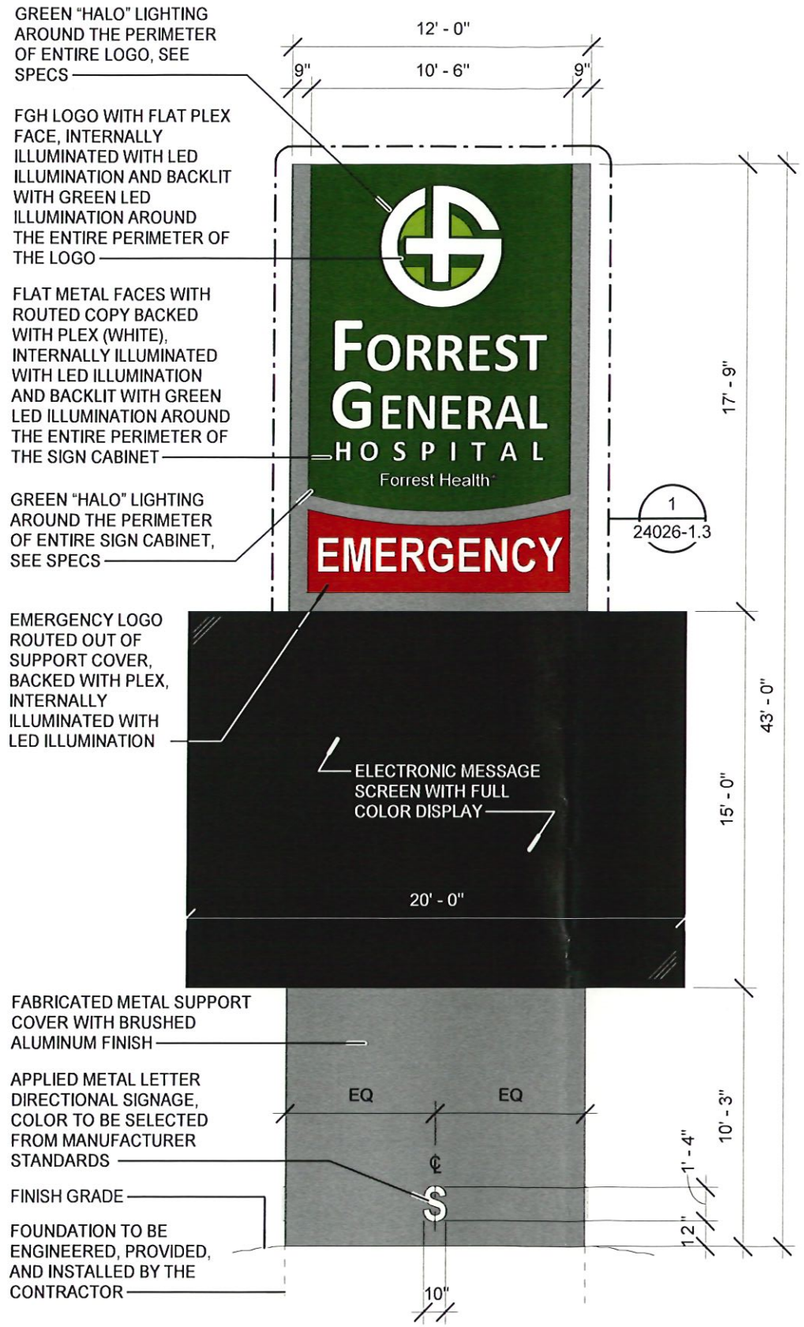
SIGN "A" PLAN & VIEWS - ADDITIVE ALTERNATE 1

Scale: As indicated

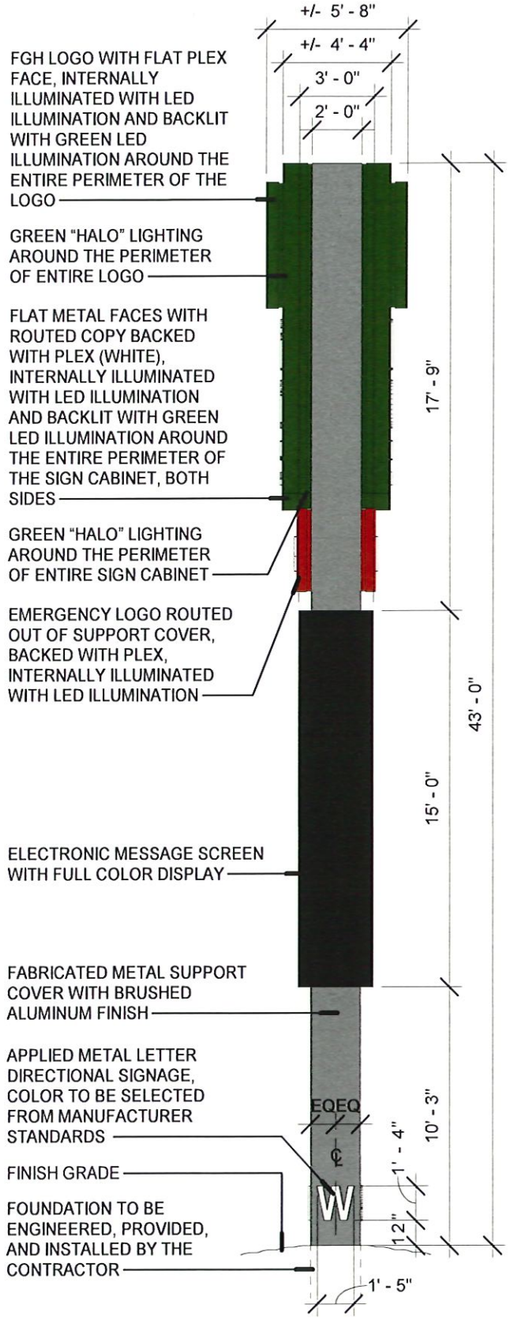
24026-5.1



1 SIGN "A" - ADDITIVE ALTERNATE 1 - EAST ELEVATION
3/16" = 1'-0"



2 SIGN "A" - ADDITIVE ALTERNATE 1 - SOUTH ELEVATION
3/16" = 1'-0"



3 SIGN "A" - ADDITIVE ALTERNATE 1 - WEST ELEVATION
3/16" = 1'-0"

NOTE: DESIGN AS SHOWN IS TO BE USED AS BASIS OF DESIGN AND IS SHOWN FOR ILLUSTRATION PURPOSES ONLY TO CONVEY DESIGN INTENT. FINAL LAYOUT/DESIGN OF SIGNAGE TO BE SUBMITTED TO OWNER FOR APPROVAL PRIOR TO FABRICATION.

6/19/2024 1:16:46 PM

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FORREST GENERAL HOSPITAL

FORREST GENERAL | HATTIESBURG | MS

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LICENSED PROFESSIONAL
ENGINEER
6/19/24
20503
STATE OF MISSISSIPPI

SIGN "A" PLAN & VIEWS - ADDITIVE ALTERNATE 1

Scale: 3/16" = 1'-0"

24026-5.2

793

STATE OF MISSISSIPPI

COUNTY OF FORREST

55479

2003 OCT -9 A 9:05

WARRANTY DEED

FOR A VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, we, the undersigned DAVID ALLEN, CHARLES E. MARSHALL, LYNN CARTLIDGE, JOHNNY DUPREE and BILLY HUDSON, SR., being the presently elected, qualified and acting members of the Board of Supervisors of Forrest County, Mississippi, and being the successors in office of C. E. Fairley, Carl E. Berry, Sr., Luther G. Lee, J. A. P. Carter and Jesse P. Bounds, the members of the Board of Supervisors of Forrest County, Mississippi on February 10, 1949, and the Grantees under that certain Warranty Deed executed by R. B. Thomas and Mrs. R. B. Thomas recorded in Land Deed Book 106 at Pages 186 through 187, inclusive, in the office of the Chancery Clerk of Forrest County, Mississippi, do hereby grant, bargain, sell, convey and warrant to FORREST COUNTY, MISSISSIPPI the following described real property lying and being situate in the City of Hattiesburg, Forrest County, Mississippi, to wit:

Block 19 - Remnants of Lots 13, 14 and 15;

Block 20 - Entire Block, less highway right-of-way;

Block 21 - Lots 1 through 22, inclusive;

Block 22 - Lots 1 through 14, inclusive;

Block 23 - Entire Block, consisting of Lots 1 through 24, inclusive;

Block 24 - Entire Block, less right-of-way and less that portion of Lots 1 and 2 lying East of right-of-way; and

Block 25 - Remnants of Lots 13 and 14,

all of said property being located and situated in the Hattiesburg Heights Fourth Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi;

TOGETHER WITH all improvements thereon and appurtenances thereunto belonging.

The above described real property is being conveyed to Forrest County, Mississippi, for the use and benefit of Forrest County

General Hospital and the same is hereby dedicated for hospital purposes and said real property shall constitute a part of the facilities of said hospital to be operated by its Board of Trustees.

The Grantors, and each of them, have executed and delivered this Warranty Deed in their representative capacities as members of the Board of Supervisors of Forrest County, Mississippi and not individually and this deed is being executed and delivered in accordance with an order of the Board of Supervisors of Forrest County, Mississippi adopted at a meeting thereof duly and legally held on October 2, 2000.

WITNESS THE SIGNATURE OF THE GRANTORS on this 2nd day of October, A.D., 2000.

DAVID ALLEN

CHARLES E. MARSHALL

LYNN CARTLIDGE

JOHNNY DUPREE

BILLY HUDSON, SR.

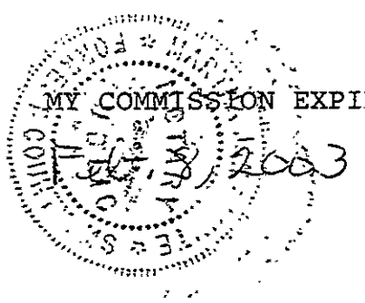
STATE OF MISSISSIPPI

COUNTY OF FORREST

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said state and county, within my jurisdiction, DAVID ALLEN, CHARLES E. MARSHALL, LYNN CARTLIDGE, JOHNNY DUPREE and BILLY HUDSON, SR., who each acknowledged that they are members of the Board of Supervisors of Forrest County, Mississippi, and that as such they signed, executed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned for and on behalf, in the name as the act and deed of said Board of Supervisors, they first being duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this 2nd day of October, A.D., 2000.

Martha Jane White
NOTARY PUBLIC



MY COMMISSION EXPIRES:
Feb. 3, 2003

NAME, ADDRESS AND TELEPHONE NUMBER OF GRANTORS:

Board of Supervisors
Forrest County, Mississippi
Paul B. Johnson, Jr. Chancery Facility
641 Main Street
Hattiesburg, MS 39401
Telephone: (601) 545-6007

NAME, ADDRESS AND TELEPHONE NUMBER OF GRANTEE:

Forrest County, Mississippi
Paul B. Johnson, Jr. Chancery Facility
641 Main Street
Hattiesburg, MS 39401
Telephone: (601) 545-6007

THIS INSTRUMENT WAS PREPARED BY:

James F. McKenzie
MSB #2674
HEIDELBERG & WOODLIFF, P.A.
Post Office Box 1070
Hattiesburg, MS 39403-1070
Telephone: (601) 545-8180

INDEXING INSTRUCTIONS:

Index under Blocks 19 through 25, inclusive, in the Hattiesburg Heights Fourth Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi

BOOK 0849 PAGE 56

MINUTES OF THE

REGULAR MEETING OF THE

BOARD OF ADJUSTMENT

November 6th, 2024

Board Members Roll Call:

Members Present:

1. Bernard Green, Vice Chair
    a. Late (3:39). Missed Agenda approval and October Minutes Approval. Present from items A-G.
2. Richard Conville
    a. Left early (5:30). Present from items A-F.
3. Shawn Harris, Chair
4. Brandon E.J. Williams
5. Eric Boney
6. Herman Dungan
    a. Left early (5:30). Present from items A-F.
7. James Trussell
8. Stacey Ready
    a. Left early (5:30). Present from items A-F.
9. John Eye
10. James Trussell

Members Absent:

1. Jessica Cathey

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

Chair Harris declared the Board of Adjustment meeting open and in session at 3:34p.m.

AGENDA REVIEW

A motion was made to accept the agenda.

Motion:

Made by Herman Dungan to approve the agenda

Second:

Made by Stacey Ready

Vote:

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

MINUTES REVIEW

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

Motion:

Made by Herman Dungan

Second:

Made by Stacey Ready

Vote:

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

PLANNING REPORT

The Planning Division staff gave a report.

CHAIR'S REPORT

No report from the chair.

INTRODUCTIONS:

Board of Adjustment members and Staff introduced themselves.

PUBLIC HEARING:

Item A: Merchants & Marine Bank, Property Owner, Thomas H Eaves, Representative/Architect, and Rion Snowdon, Architect, request a variance from the requirement of one large, shade or canopy tree per parking island (LDC 7.10.10.2) to allow for 0 in four separate landscape islands, and request a variance from the requirement of one tree per 60 feet of lineal frontage (LDC 7.10.11.1) to allow for 0 at a property located at 4607 Hardy Street (PPIN 21451, Ward 4, Lamar County).

Discussion and Vote:

Staff introduced the case. Thomas H Eaves presented on behalf of the application.

- What if variance is not granted (Eye).
    - "don't really have a plan B."
    - Couldn't plant front trees because of power lines and monument sign.
- Tell about the extra trees were planted instead (Ready)
    - Drake Elms, Willows, and Crape Murtles. Shrubs planed in front will get 8-10 ft tall. Moved some into the rear. More screening plants on the back side near the Coco Cola plant.
- Could the trees be planted in MDOT right of way? (Harris)

Presented by:

1. Thomas H Eaves

Proponents:

1. None

Opponents:

1. None

A1 and A2- Motion:

Herman Dungan motioned to recommend denial of both of the requests.

Second:

Made by John Eye.

Vote:

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

Motion fails with 4-4, 1 abstention. No recommendation on the variances from the board and will move to City Council with no recommendation.

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Second:
Made by Stacey Ready.

Vote:

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

Motion to recommend denial of the variance passes 8-0 with 1 abstention.

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Presented by:

1. Jeffrey Cook and Dustin Gatlin

Proponents:

1. None

Opponents:

1. None

Motion:

Brandon E.J. Williams motioned to recommend approval for Items C, D, and E in entirety on basis of special privilege.

Second:

Made by Eric Boney .

Vote:

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

Motion to recommend approval for Items C, D, and E in entirety on basis of special privilege passes 8-1.

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Presented by:

1. Rion Snowden
    a. ** Renderings need to be sent to add in file as exhibit.

Proponents:

1. None

Opponents:

1 None

Motion:

Brandon E.J. Williams motioned to recommend approval of the request in its entirety, based upon reasonable use.

Second:

Made by Eric Boney .

Vote:

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

Motion to recommend approval of the request in its entirety, based upon reasonable use. The variance passes 9-0.

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

Motion to remove the request from the table passes 6-0.

Discussion and Vote:
Staff introduced the case. Scott Pipkins presented on behalf of the application.

Presented by:
1. Scott Pipkins
    a. Letters of support to be sent to planning.

Proponents:
1. None

Opponents:
1. None

Motion:
Bernard Green motioned to recommend approval of the request, on the basis of reasonable use and special privilege.

Second:
Made by James Trussell.

Vote:

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

Herman Dungan			ABSENT
James Trussell	X		
Jessica Cathy			ABSENT

Motion to approve the variance passes 6-0.

OTHER BUSINESS:

- Nominating committee report moved to December

Adjournment:

The meeting was adjourned at 5:44 p.m.

Motion:

Made by Brandon E.J. Williams

Second:

Made by Bernard Green

Vote:

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

Date: Tuesday, November 19, 2024

Re: **Approve or deny variance requests from the requirement of 75ft between curb cuts in a B-3 zoned property to allow for a 64ft curb cut (LDC 7.5.2.1), a variance from the requirement of 48 parking spaces in a B-3 zoned property to instead allow for only 30 parking spaces (LDC 7.12.3.1), a variance from the requirement of 10ft of green space to instead allow for 8ft of green space, and a variance from the maximum allowable impervious surface of 80% in a B-3 zoned property to instead allow for 88.7% of impervious surface at a property located at 1129 and 1131 Hardy Street (PPIN 14679, 14680, Ward 4, Forrest County), as requested by Alfredo Sandoval, Property Owner, and Rion Snowdon, Architect. The Board of Adjustment recommended approval on November 6th, 2024.**
File Number: 2024-542
Minute Book #

Summary

Recommendation Statement
The Board of Adjustment reccommended approval on November 6th, 2024.

Please place this on the November 19, 2024 City Council meeting for consideration.

November 2024 BOA Item: F
Curb Cut, Parking, Green Space, and Impervious Surface Requirements
Alfredo Sandoval, Property Owner, and Rion Snowdon, Architect

URBAN DEVELOPMENT
PLANNING DIVISION

Board of Adjustment
Case Fact Sheet

Names of Petitioner: Alfredo Sandoval, Property Owner, and Rion Snowdon, Architect

Address of Property:	**Tax Parcels**	**PPIN:**	**Ward:**
1129 Hardy Street	2-029L-09-220.00	14679,14680	4

Request: Variance Requests for curb cut requirements, parking requirements, green space requirements, and impervious surface requirements.

Purpose of Request: Alfredo Sandoval, Property Owner, and Rion Snowdon, Architect, request a variance from the requirement of 75ft between curb cuts in a B-3 zoned property to allow for a 64ft curb cut (LDC 7.5.2.1), a variance from the requirement of 48 parking spaces in a B-3 zoned property to instead allow for only 30 parking spaces (LDC 7.12.3.1), a variance from the requirement of 10ft of green space to instead allow for 8ft of green space, and a variance from the maximum allowable impervious surface of 80% in a B-3 zoned property to instead allow for 88.7% of impervious surface at a property located at 1129 Hardy Street (PPIN 14679,14680, Ward 4, Forrest County).

History / Background: The applicant met with staff in a pre-application meeting in September of 2024 to discuss plans to demolish their current building, convert it into a parking lot, and renovate the building next door as the main restaurant. The applicant had previously spoken with staff about their current building and the possibilities for remaining in the existing structure. While not in a historic district, the existing Compadres building was originally constructed as the first Pizza Hut in the State of Mississippi. The building was built with “brand-specific” architecture, architectural style that is nationally recognized and connected to a specific brand.

Following a fire in the rear of the building that damaged the building's electrical panels and system, Compadres has temporarily relocated to the building previously occupied by Mario's on North 31st Avenue. The applicant and architect explored various options for keeping the existing building and for demolishing the existing building. Ultimately, the applicant chose the option of demolishing the existing building and converting it into a parking lot for the newly renovated building next door. In the pre-application meeting with staff in September, the site plan was examined and the applicants settled on requesting four variances.

Applicant Summary: Please reference the public hearing application for the applicant summary.

Applicable Regulations:

SECTION 4 **Zoning Districts Established**

4.5.10 B-3 Community Business District: The purpose of the B-3 District is to provide for retail, personal service, and offices in locations with convenient access to the community consistent with comprehensive planning policies. This district is consistent with the Community Business District in the Comprehensive Plan.

SECTION 7 **Design Standards**

7.5 Parking and Traffic Circulation
7.5.2.1 Curb cuts shall be located no closer than 75 feet from the intersection of two streets as measured from the end of the radius nearest the proposed cut. Where the width of the site is less than 75 feet, the curb cut shall be placed the as far as possible from the street intersection.

7.10 Landscaping
7.10.11.1 A green strip 10 feet in width shall be planted with at least one large, deciduous tree per 60 feet of lineal frontage.

7.12 Parking Requirements

Table 7.12 - Table of Parking Requirements.	
Standard District Table of Permitted Uses	Minimum Spaces Required
Restaurant, without drive-thru	1 per 4 seats

SECTION 6 **Dimensional Standards and Measurements**

6.1 District Dimensions and Standards

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-3	No minimum/ 100	-	1.00	30	-	0 or 10	0	40 feet or 3 stories	80%	30

Present Zoning: The property is currently zoned B-3 (Community Business District).

Present Use: Restaurant.

Future Land Use: Neighborhood Business Corridor

Surrounding Zoning and Land Use:
North: R-1C Single Family Residential
South: B-5 Regional Business
East: B-5 Regional Business
West: B-5 Regional Business

Letters or Concerns stated: The Planning Division Office has received no calls or letters of concern as of finalizing this report.

Option: **Item F1**: Recommend **approval or denial** of the variance from the requirement of 75ft between curb cuts in a B-3 zoned property to allow for a 64ft curb cut (LDC 7.5.2.1) for a

property located at 1129 Hardy Street (PPIN 14679/14680, Ward 4, Forrest County).

Item F2: Recommend **approval or denial** of the variance from the requirement of 48 parking spaces in a B-3 zoned property to instead allow for only 30 parking spaces (LDC 7.12.3.1), for a property located at 1129 Hardy Street (PPIN 14679/14680, Ward 4, Forrest County).

Item F3: Recommend **approval or denial** of the variance from the requirement of 10ft of green space to instead allow for 8ft of green space, and a variance for a property located at 1129 Hardy Street (PPIN 14679/14680, Ward 4, Forrest County).

Item F4: Recommend **approval or denial** of the variance from the maximum allowable impervious surface of 80% in a B-3 zoned property to instead allow for 88.7% of impervious surface at a property located at 1129 Hardy Street (PPIN 14679/14680, Ward 4, 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.

November 2024 BOA Item: F
Curb Cut, Parking, Green Space, and Impervious Surface Requirements
Alfredo Sandoval, Property Owner, and Rion Snowdon, Architect

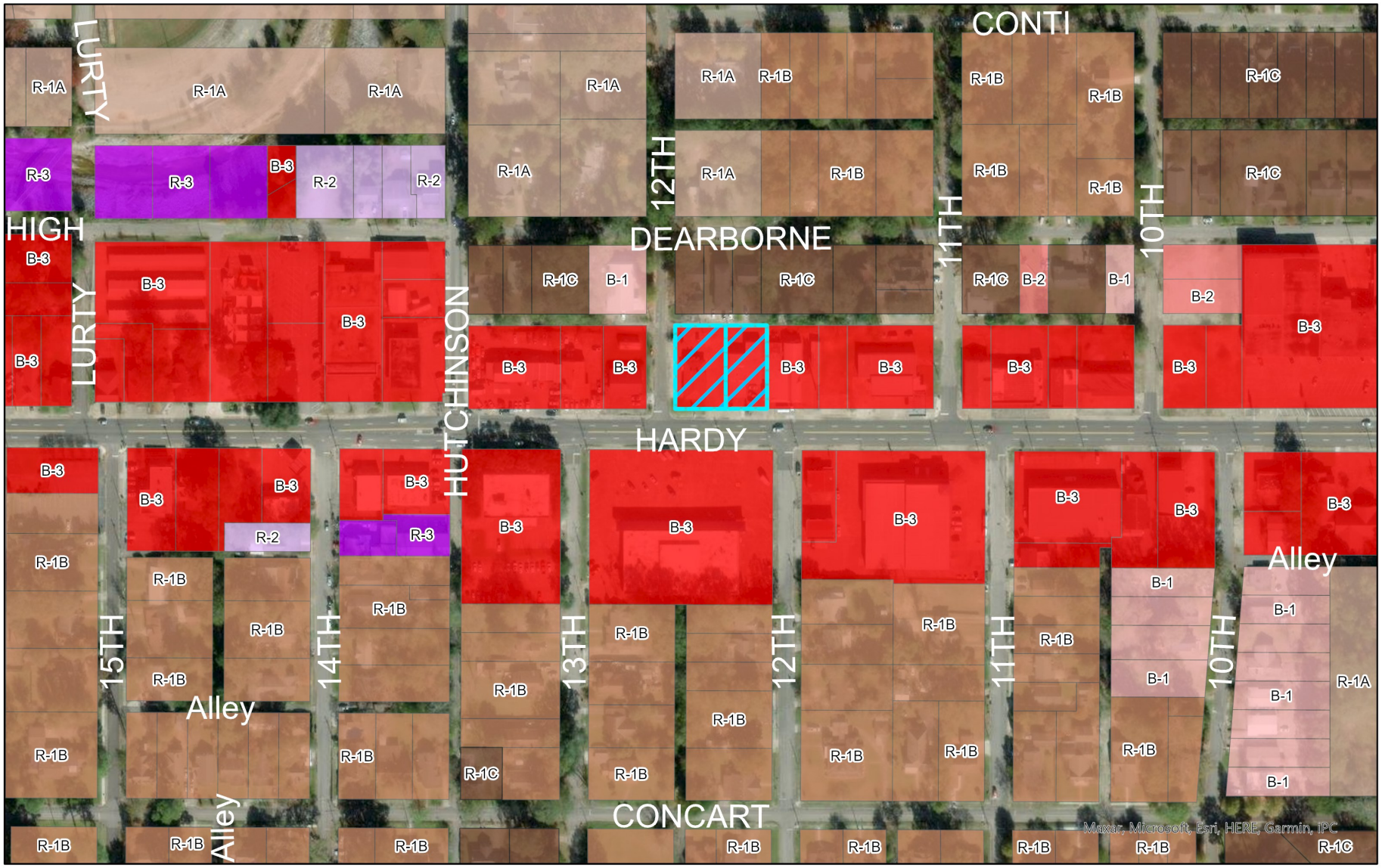
SUBJECT PARCEL

1129 and 1131 Hardy Street — Landscaping, Parking, Curb Cut, and Impervious Surface Requests

Alfredo Sandoval, Property Owner, and Rion Snowdon, Architect, request a variance from the requirement of 75ft between curb cuts in a B-3 zoned property to allow for a 64ft curb cut (LDC 7.5.2.1), a variance from the requirement of 48 parking spaces in a B-3 zoned property to instead allow for only 30 parking spaces (LDC 7.12.3.1), a variance from the requirement of 10ft of green space to instead allow for 8ft of green space, and a variance from the maximum allowable impervious surface of 80% in a B-3 zoned property to instead allow for 88.7% of impervious surface at a property located at 1129 and 1131 Hardy Street (PPIN 14679, 14680, Ward 4, Forrest County).



BOA Item: F



Zoning Map - Legend

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

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: 10/15/2024 12:51 PM

Multiple Variances for New Building/Parking Lot
1129-1131 Hardy Street
PPIN: 14680, 14679
Flood Zone: X
Ward 4, Forrest County

0 750 Feet

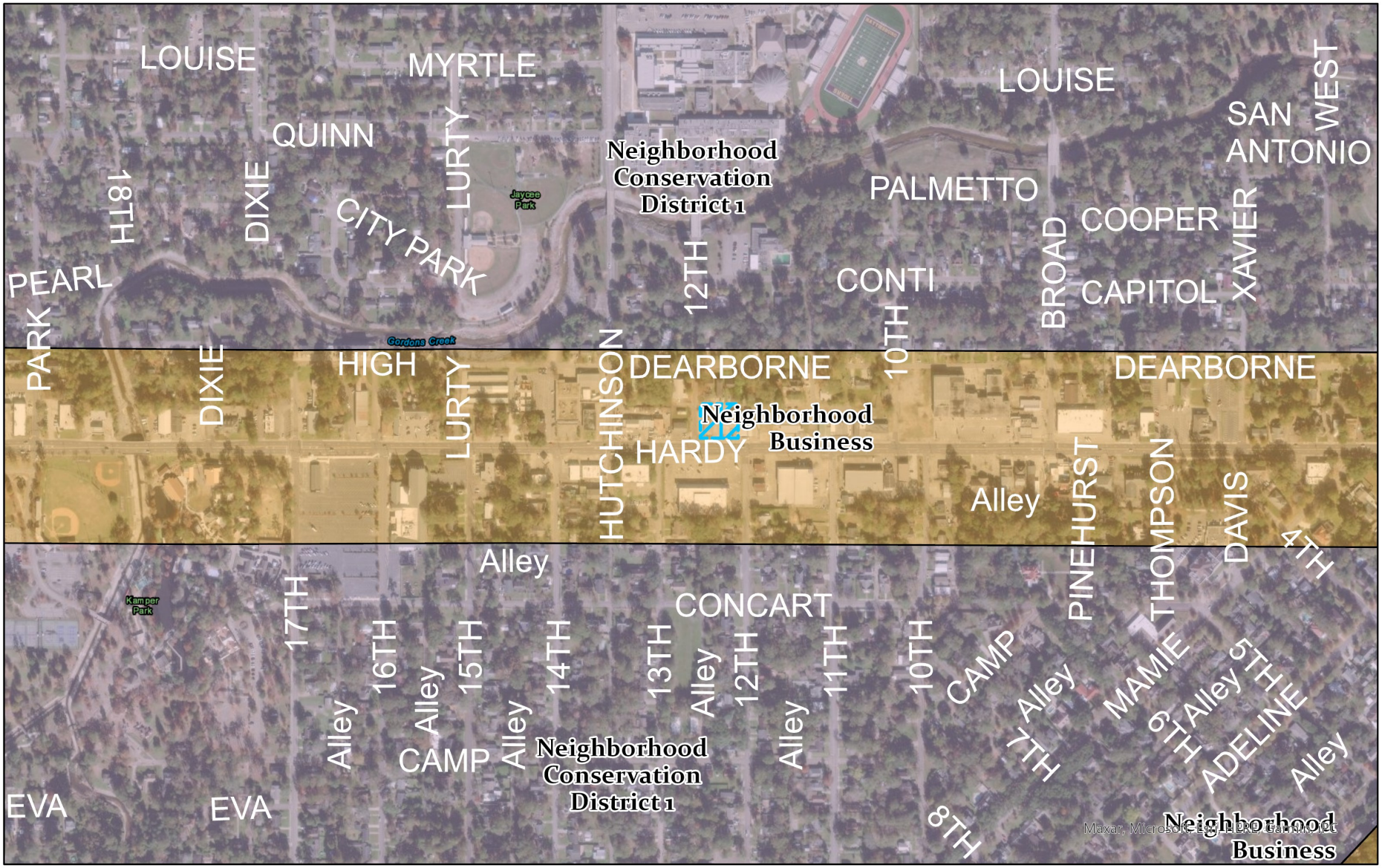
N

CITY OF HATTIESBURG MISSISSIPPI 1884

URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°18'31"W 31°19'29"N

BOA Item: F



Future Land Use Map

- Subject Property
- Neighborhood Business
- Neighborhood Conservation District 1

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: 10/15/2024 12:56 PM

Multiple Variances for New Building/Parking Lot
1129-1131 Hardy Street
PPIN: 14680, 14679
Flood Zone: X
Ward 4, Forrest County

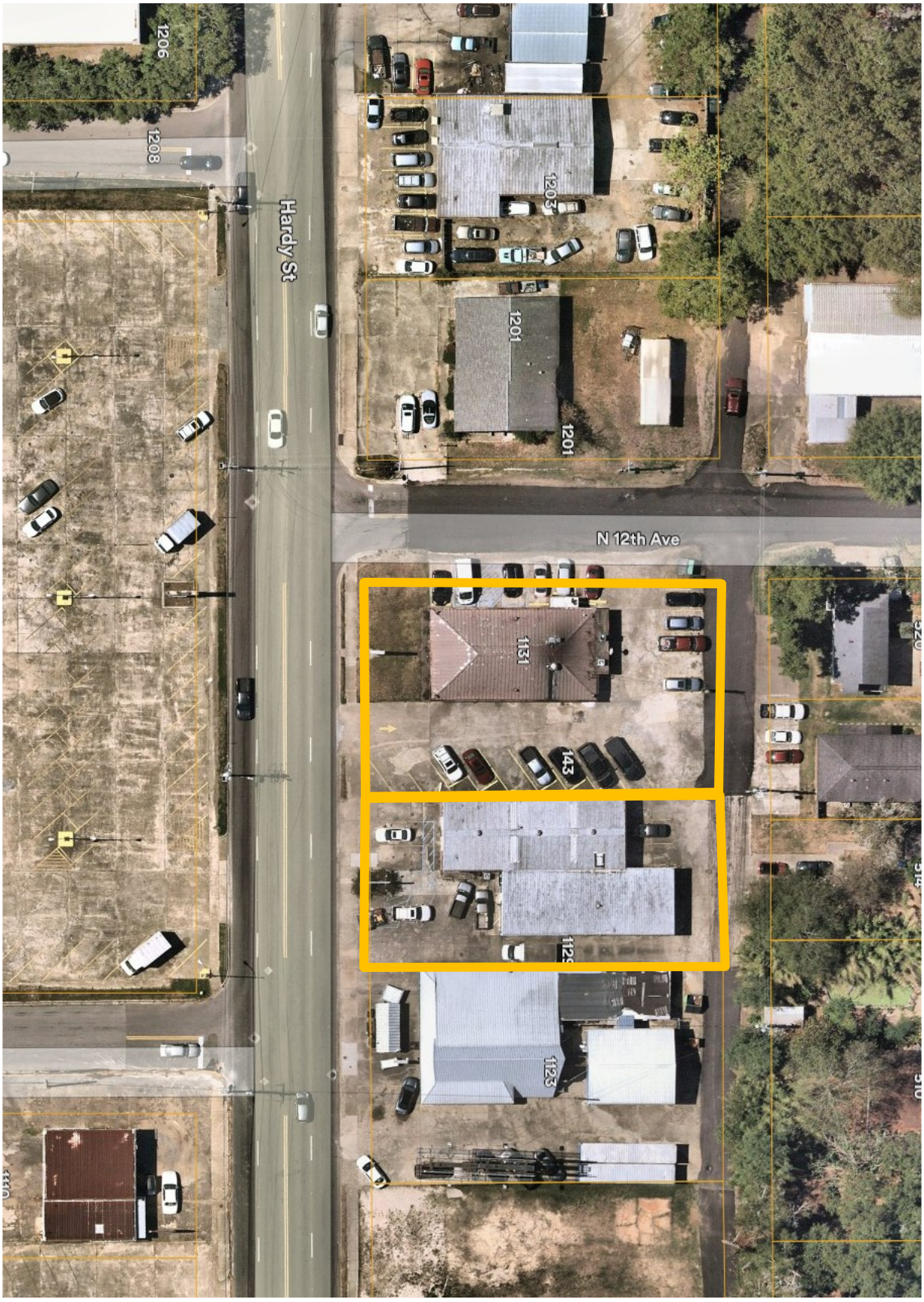
0 0.25 Miles

N

URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°18'32"W 31°19'30"N

Site Aerial



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: Rion Snowden, Verb Architecture
Project Name: Compadres Mexican Bar & Grill
Proposed Use(s): New restaurant and parking lot.
Project Street Address: 1129 & 1131 Hardy Street, Hattiesburg, MS 39401
PPIN Number(s) (if unknown, can be found on tax receipt): 14679 & 14680

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

Application for (check all appropriate types):

- ☒ Variance (see below)
- ☐ Subdividing of Lot, Parcel, or Tract (see p. 12)
- ☐ Street or Alley Renaming (see pp. 13-14)
- ☐ Vacating Street or Alley (see pp. 13-14)
- ☐ Conditional Use (see below)
- ☐ Re-Zoning (see below)
- ☐ Overlay District
- ☐ 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: Curb Cut / Parking Quantity / Green Space / Impervious Surface

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

- ☐ Automotive Filling Station
- ☐ Digital Billboard, New
- ☐ Restaurant
- ☐ Telecommunications
- ☐ Digital Billboard, Replacement
- ☐ 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 Districts(s): _____
Project No.: _____

Code Sections:

LDC Section No. _____
Section No. _____
Section No. _____
Section No. _____
Section No. _____

RECIVED DATE & INITIALS:

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

1129 & 1131 Hardy Street (**Street Address**) Hattiesburg (**City**) MS (**State**),

on this the 20th day of September, 20 24.

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.

Rion Snowden, Verb Architecture

on this the 20th day of September, 20 24.

Alfredo Sandoval
Property Owner (print)

Property Owner (signature)

STATE OF MS

COUNTY OF Forrest

Personally came and appeared before me, the within named Alfredo Sandoval, 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 20th day of September, 2024.

NOTARY PUBLIC

My Commission Expires:
5/22/2026

STATE OF MISSISSIPPI
SHELBY JONES
ID NO. 315087
Commission Expires
05/22/2026
NOTARY PUBLIC
FORREST COUNTY

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

1129 & 1131 Hardy Street (**Street Address**) Hattiesburg (**City**) MS (**State**),

on this the 20th day of September, 2024.

Rion Snowden, Verb Architecture
Applicant (print)

Applicant (signature)

STATE OF MS

COUNTY OF Forrest

Personally came and appeared before me, the within named Rion Snowden,

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 20th day of September, 2024.

NOTARY PUBLIC

My Commission Expires:
5/22/2026

STATE OF MISSISSIPPI
SHELBY JONES
ID NO. 315087
Commission Expires
05/22/2026
NOTARY PUBLIC
FORREST COUNTY

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:

X 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)

X Site & Design Review Committee, if needed. Pre-Application completed and comments incorporated.

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) Two separate parcels.

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. To be provided prior to scheduled meeting.

N/A 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 $325.

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.

Variance No. 01	$175
Variance No. 02	$50
Variance No. 03	$50
Variance No. 04	$50
Total	$325

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.

See supplemental document attached.

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

See supplemental document attached.

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.

See supplemental document attached.

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

See supplemental document attached.

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

See supplemental document attached.

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.

See supplemental document attached.

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.

September 19, 2024
Compadres Mexican Bar & Grill
Project No. 23-27

verb
inspire
dream
build

SUPPORTING DOCUMENTATION for VARIANCES

for the Public Hearing Application

Variance No. 01

Description:
The proposed curb cut is less than 75 feet from radius nearest the proposed cut. The existing building to remain does not allow 75 feet to be achieved so farthest point from intersection was designed. A variance to allow a curb cut 64 feet from the closest radius of where N 12th Avenue intersects Hardy Street is requested.
(Land Development Code Section 7.5.2.1)

1. Hardship:
   The proposed curb cut is shifted as far east as possible while still providing access from Hardy Street. The existing building to remain does not allow the 75-foot requirement to be met. The existing alley curb cut is remaining but cannot provide direct access to the newly proposed parking lot.

2. Special Privilege:
   All adjacent properties have the opportunity for direct access into the site from Hardy Street. Many existing curb cuts are within the 75-foot requirement due to the limiting size of the corner lots.

3. Literal Interpretation:
   The proposed curb cut shown would not be possible without a variance. To comply with the literal interpretation would require the entrance to the site to be on N 12th Avenue and meet the same 75-foot distance requirement. This would congest the proposed parking lot and reduce the already low number of spaces due to multiple access points at the rear of the site.

4. Reasonable Use:
   The proposed parking lot would not be able to accommodate the already low amount of parking needed for the restaurant if a curb cut was required along the west side of the property. Proposing runs of parking east to west on the site would be too narrow to provide sufficient parking spaces and the associated islands when larger runs of spaces can run north to south along the site.

5. Minimum Required:
   The proposed curb cut is 64 feet from N 12th Avenue is as close to the existing building to remain while still allowing access from Hardy Street into the site. The curb cut is reduced to a one-way drive to further increase the distance from the intersection. The existing curb cut is closer than what is proposed, therefore this variance would bring the site further into compliance that what currently exists.

Rion Snowden, Principal 855 422 8372

127 Buschman St. Ste. 30, Hattiesburg, MS 39401 verbarchitecture.com

6. Conformance with Purpose of this Code:
   The purpose of this code is to provide an adequate distance between traffic entering and exiting Hardy Street so that traffic does not become congested. By widening the proposed curb cut to 15 feet and only allowing a one-way entry into the site we have mitigated any conflict with the intersection at N 12th Avenue. No traffic from the site will exit onto Hardy Street; guests will exit the rear of the site and proceed down the alley to N 12th Avenue or N 11th Avenue to re-enter Hardy Street traffic flow.

Variance No. 02

Description:
Parking spaces do not meet the required number of spaces for 1 per 4 seats to meet green space, curb cut, and landscape island requirements.
(Land Development Code - Section 7.5.4.2)

Due to a change in the use of an existing structure and an attempt to maximize landscaping and encourage pedestrian traffic a reduction of 37% (20% allowed) is requested to bring 30 spaces where 48 are required into compliance. 189 seats / 4 = 47.25 spaces
(Land Development Code - Section 7.12.3.1)

1. Hardship:
   The proposed building to remain has minimal area to accommodate parking for a restaurant. The Owner has elected to demolish the existing fire-damaged building to accommodate the needed parking spaces for the new proposed restaurant. The entire adjacent site does not provide enough space to accommodate the required number of parking spaces while providing green space, pedestrian traffic routes, and landscaping.

2. Special Privilege:
   Many adjacent properties have encountered the same issue and currently utilize shared parking lots and depend on pedestrian traffic as well as golf carts.

3. Literal Interpretation:
   The limited space on the site of the demolished building would not provide enough space for the required 48 parking spaces. More spaces than the proposed 30 could potentially be provided but at the expense of the 8-foot-wide sidewalk and green space in the front and the 5-foot-wide sidewalk connecting the residential neighborhood to the north. It was communicated that it is the desire of the city administration that green space and pedestrian traffic be prioritized over the amount of parking spaces.

4. Reasonable Use:
   The proposed layout provides the most efficient amount of parking while accommodating all preferred pedestrian routes including the not yet adopted multiuse 8-foot-wide path along Hardy Street.

5. Minimum Required:
   The proposed parking layout showing 30 parking spaces is the closest we can get to the required 48 spaces required. Shared parking lots nearby that are already being utilized by several businesses would be used if necessary.

6. Conformance with Purpose of this Code:
   The purpose of this code is to provide an adequate number of parking spaces for the number of guests in the restaurant. With improved pedestrian access to the site, increased golf cart traffic, and available overflow parking areas nearby, this proposed layout would meet the quantity needs of the restaurant guests and therefore satisfy the intent of this code.

Variance No. 03

Description:
The green space at the front of the property is shown to be 8'-0" wide instead of 10'-0" wide at the request of City of Hattiesburg administration for future Hardy Street developments.
(Land Development Code - Section 7.10.11.1)

1. Hardship:
   This variance comes at the request of the City of Hattiesburg administration. The request was for an 8-foot-wide green space and an 8-foot-wide multiuse sidewalk that will be incorporated into a future amendment to the Land Development Code for developments along this portion of Hardy Street.

2. Special Privilege:
   This will be an amendment to the Land Development Code and will be required on future developments on other sites in this area to create a connected multiuse path along Hardy Street.

3. Literal Interpretation:
   The amendment has not been incorporated into the Land Development Code to date and was a request of the City of Hattiesburg administration when news of this project was shared.

4. Reasonable Use:
   Not applicable since an amendment to the Land Development Code has not yet been adopted.

5. Minimum Required:
   The variance would result in a minimal reduction of the green space from 10 feet to 8 feet, but the addition of the 8-foot-wide sidewalk allows pedestrian traffic to be further from Hardy Street traffic despite the green space being reduced.

6. Conformance with Purpose of this Code:
   Not applicable since an amendment to the Land Development Code has not yet been adopted.

Rion Snowden Principal 855 422 8372
127 Buschman St. Ste. 30 Hattiesburg, MS 39401 verbarchitecture.com

Variance No. 04

Description:
The proposed site plan exceeds the allowable 80% maximum impervious surface lot coverage. Most of this is existing and/or required to meet the parking calculations for the restaurant. This variance request is for 88.7% impervious surface to be acceptable.
2,725 sf pervious / 24,315 sf impervious = 88.7% impervious
(Land Development Code - Table 6.1 Dimensional Standards)

1. Hardship:
   The size limitations of the site and the amount of required parking mentioned above in Variance No. 2 create an issue achieving an 80% impervious surface maximum. Green space and parking islands have been added to the parking lot as well as additional green space in front of the existing building to remain to increase the almost non-existent impervious surfaces of the existing site. See existing site photos on sheet A0 of the provided plans.

2. Special Privilege:
   Unfortunately, green space and other impervious surfaces are infrequent and even non-existent on many nearby sites. The reduction in the number of required parking space variance was required to incorporate as many impervious surfaces as possible while still providing enough parking for restaurant guests.

3. Literal Interpretation:
   The literal interpretation of the required impervious surface areas would result in a loss of an additional 10-11 parking spaces. This would further push the proposed parking lot into non-compliance to the point of infeasibility. Even with the relief of parking burden provided by pedestrian and golf cart traffic, this amount of reduction in required parking would not be permissible.

4. Reasonable Use:
   To comply with the 80% maximum impervious surface area, the proposed parking lot would not be able to accommodate the needs of the restaurant guests. If the parking lot cannot accommodate the needs of the guests as a supplemental lot to the existing building site, then the existing building site alone cannot support the change of use.

5. Minimum Required:
   The variance would result in an increase in the maximum allowable impervious surface area from 80% to the 88.7% proposed. The proposed site plan attempts to meet the parking needs of the restaurant while also providing as much impervious surface area as possible. The proposed site plan substantially increases the amount of impervious surface existent on both sites and creates a cohesive site plan across both sites that meets the sidewalk requirements of the Land Development Code and the additional requests of the city administration. The requested 8-foot-wide sidewalk is also located within the property lines of the site, and without which would provide more opportunity for impervious surface area. However, it is the desire of the city and to the benefit of future developments along Hardy Street to install this multiuse path connecting downtown to midtown.

Rion Snowden Principal 855 422 8372
127 Buschman St. Ste. 30 Hattiesburg, MS 39401 verbarchitecture.com

6. Conformance with Purpose of this Code:
   The purpose of this code is to improve the aesthetic along Hardy Street and to prevent large areas of paving lacking landscaping, green space, and adequate drainage. Several lots in this area have minimal to no impervious surface area including the existing site being renovated. The proposed site plan has taken the intent of this code and created a balance between a functional parking lot that meets the needs of the change of use while still incorporating ample opportunities for green space and landscaping along Hardy Street. This design, while it does not bring the site fully into compliance, does bring it further into compliance than it currently exists today.

Rion Snowden Principal 855 422 8372

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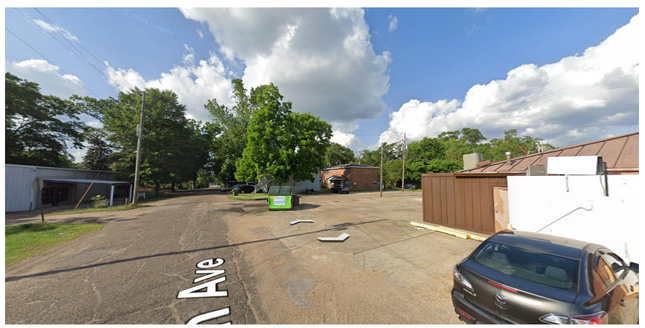














verb
architecture

127 Buschman St, Ste 30
Hattiesburg, MS 39402

RION SNOWDEN, Architect
rion@verbarchitecture.com
601 329 9867

ETHAN HARTFIELD
ethan@verbarchitecture.com
601 270 8863

PROJECT:
COMPADRES TAQUERIA & GRILL
1129 HARDY ST, HATTIESBURG, MS 39401

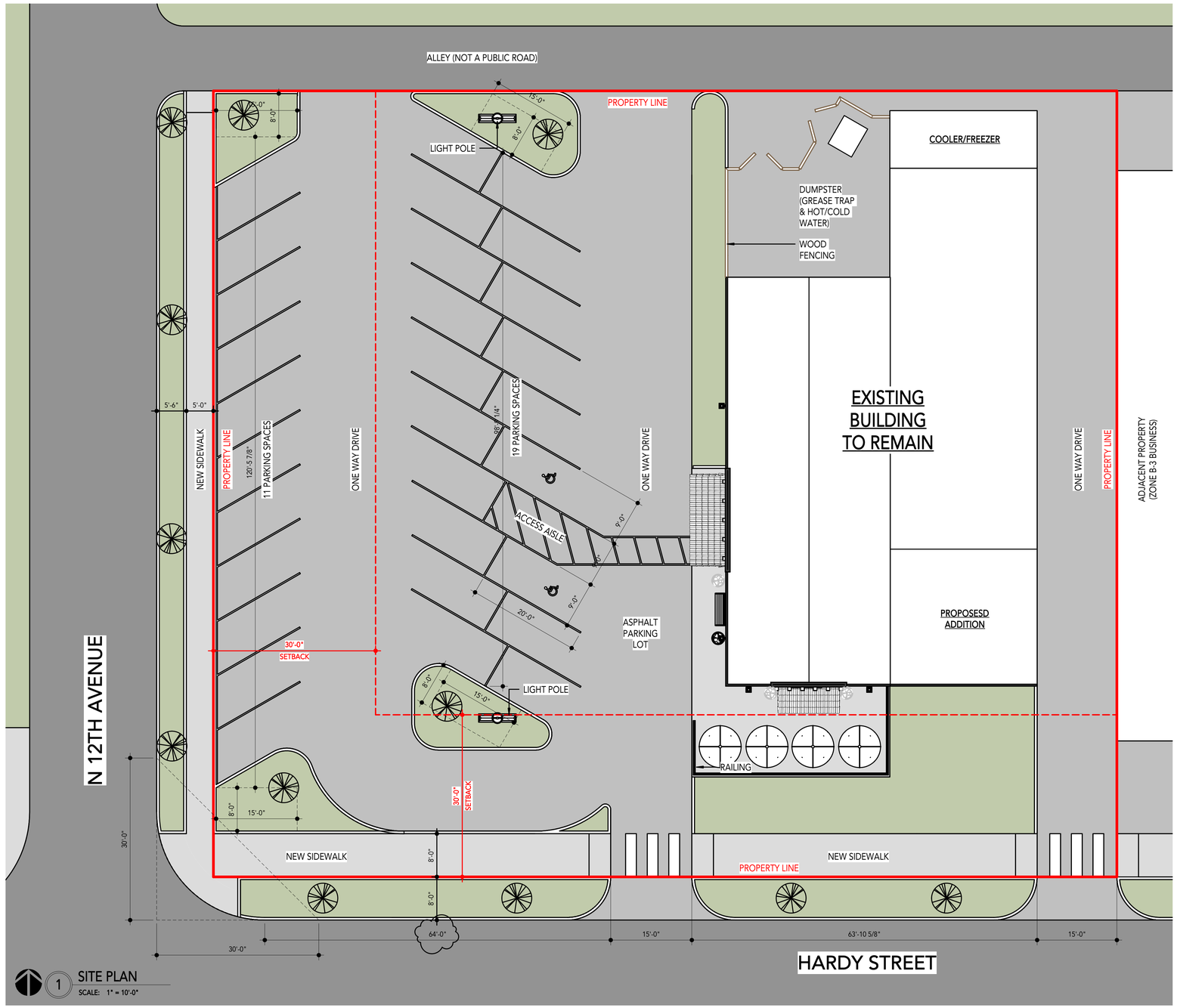
NOTES:
All plumbing, mechanical, and electrical work shown is for planning and coordination purposes only. Contractor is to ensure that all work complies with all applicable codes, standards, and local ordinances.

DATE: **09/19/2024**
PROJECT NO: **23-27**
REVISION

EXISTING SITE

SCALE:
DRAWN BY: **EH**
CHECKED BY:

A0



1 SITE PLAN
SCALE: 1" = 10'-0"

VARIANCES REQUIRED:

1. CURB CUT IS LESS THAN 75 FROM RADIUS NEAREST THE PROPOSED CUT. THE EXISTING BUILDING TO REMAIN DOES NOT ALLOW 75 FEET TO BE ACHEIVED SO FARTHEST POINT FROM INTERSECTION WAS DESIGNED.
(LAND DEVELOPMENT CODE SECTION 7.5.2.1)

2. PARKING SPACES DO NOT MEET REQUIRED NUMBER OF SPACES FOR 1 PER 4 SEATS IN AN ATTEMPT TO MEET GREEN SPACE, CURB CUT, AND LANDSCAPE ISLAND REQUIREMENTS.
(LAND DEVELOPMENT CODE - SECTION 7.5.4.2)
DUE TO A CHANGE IN USE OF AN EXISTING STRUCTURE AND AN ATTEMPT TO MAXIMIZE LANDSCAPING AND ENCOURAGE PEDESTRIAN TRAFFIC A REDUCTION OF 37% (20% ALLOWED) IS REQUESTED TO BRING 30 SPACES WHERE 48 ARE REQUIRED INTO COMPLIANCE.
189 SEATS / 4 = 47.25 SPACES
(LAND DEVELOPMENT CODE - SECTION 7.12.3.1)

3. GREEN STRIP AT FRONT OF PROPERTY IS 8'-0" WIDE INSTEAD OF 10'-0" WIDE AT THE REQUEST OF PLANNING DEPARTMENT FOR FUTURE HARDY STREET DEVELOPMENTS.
(LAND DEVELOPMENT CODE - SECTION 7.10.11.1)

4. THE SITE EXCEEDS THE ALLOWABLE 80% MAXIMUM IMPERVIOUS SURFACE LOT COVERAGE. MOST OF THIS IS EXISTING AND/OR REQUIRED TO MEET THE PARKING CALCULATIONS FOR THE RESTAURANT.
2,725 SF PERVIOUS / 24,315 SF IMPERVIOUS = 88.7% IMPERVIOUS
(LAND DEVELOPMENT CODE - TABLE 6.1 DIMENSIONAL STANDARDS)

PPINs
14679
14680

PARCEL IDs:
2-029L-09-220.00
2-029L-09-221.00

ZONING
BUSINESS (B-3)
ADJACENT LOTS: BUSINESS (B-3)

SETBACKS

FRONT:	30' MIN.
SIDE:	0' OR 10'
REAR:	0'

verb architecture

127 Buschman St, Ste 30
Hattiesburg, MS 39402

RION SNOWDEN, Architect
rion@verbarchitecture.com
601 329 9867

ETHAN HARTFIELD
ethan@verbarchitecture.com
601 270 8863

PROJECT:
COMPADRES TAQUERIA & GRILL
1129 HARDY ST, HATTIESBURG, MS 39401

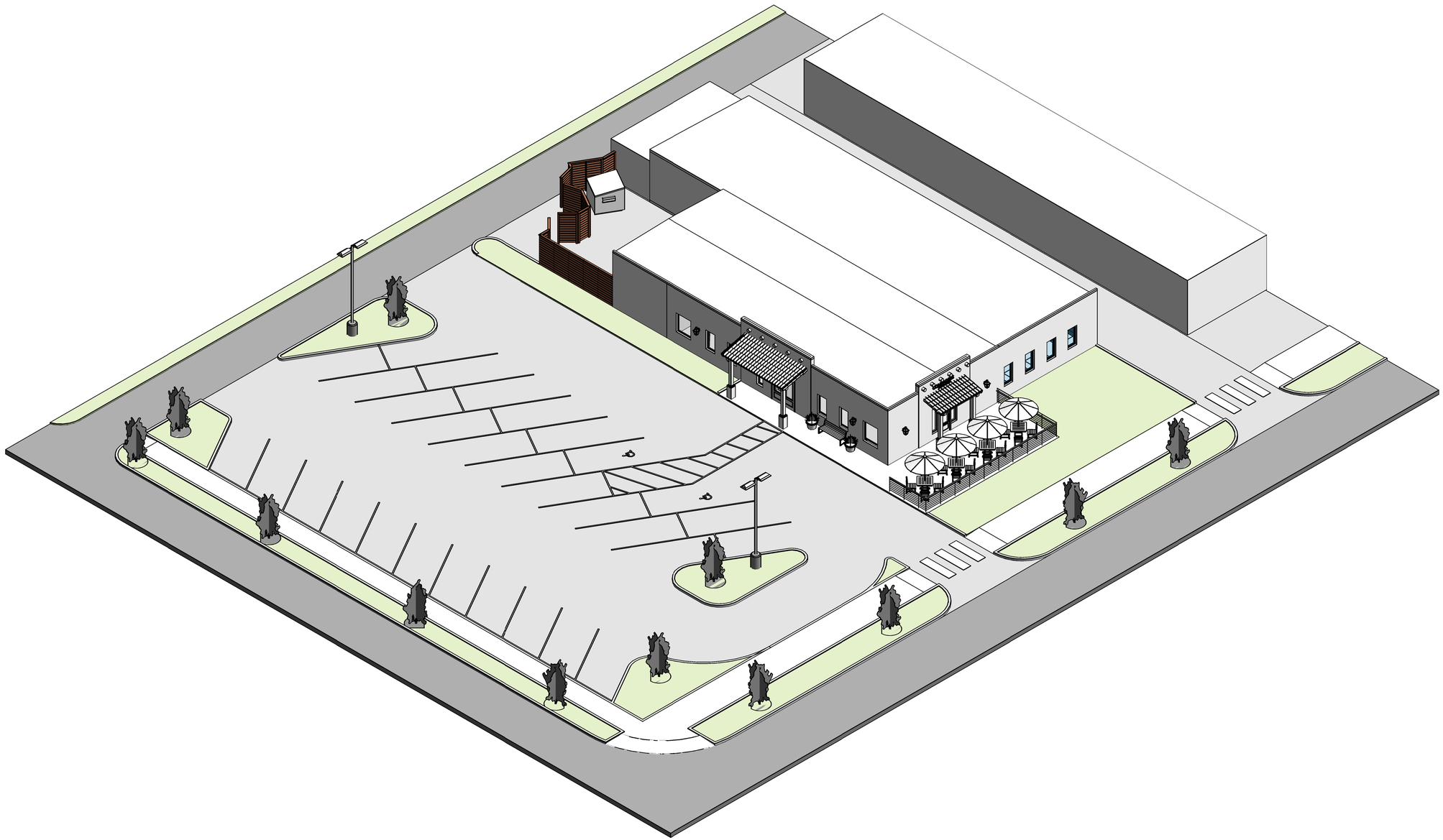
NOTES:
All plumbing, mechanical, and electrical work shown is for planning and coordination purposes only. Contractor is to ensure that all work complies with all applicable codes, standards, and local ordinances.

DATE: **09/19/2024**
PROJECT NO: **23-27**
REVISION

SITE PLAN

SCALE: **1" = 10'-0"**
DRAWN BY: **EH**
CHECKED BY:

A1



verb
architecture

127 Buschman St, Ste 30
Hattiesburg, MS 39402

RION SNOWDEN, Architect
rion@verbarchitecture.com
601 329 9867

ETHAN HARTFIELD
ethan@verbarchitecture.com
601 270 8863

PROJECT:
COMPADRES TAQUERIA & GRILL
1129 HARDY ST, HATTIESBURG, MS 39401

NOTES:

All plumbing, mechanical, and electrical work shown is for planning and coordination purposes only. Contractor is to ensure that all work complies with all applicable codes, standards, and local ordinances.

DATE:	**09/19/2024**
PROJECT NO:	**23-27**
REVISION	

3D SITE VIEW

SCALE:	
DRAWN BY:	**EH/GSK**
CHECKED BY:	**EH**

A2

DEED
Bk:1417 Page:688-691
RCD: 03/23/2023 @ 2:30:38:PM
FORREST COUNTY, MS
LANCE C. REID 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: **Pt. of Lot 2, all of Lot 3 & pt. of Lot 4, Block 2, Davis & Ferguson S/D, City of Hattiesburg, Forrest County, Mississippi**

STATE OF MISSISSIPPI
COUNTY OF FORREST

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, **LOC INVESTMENT HOLDING, LLC, a Georgia limited liability company, 22720 Morton Ranch Road, Ste. 160-197, Katy, TX 77449, (214) 335-3662,** the Grantor herein, does hereby grant, bargain, sell, convey and warrant unto **SANDOVAL PROPERTIES, LLC, a Mississippi limited liability company, PO Box 8183, Laurel, MS 39440, (601) 335-3662,** the Grantee herein, the following described property situated in Forrest County, Mississippi, to-wit:

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

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

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

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 2023 shall be pro-rated as of the date of this instrument and assumed by the Grantee. It is specifically agreed and understood that taxes for the current year are pro-rated based upon the previous years taxes.

PAGE WAS LEFT INTENTIONALLY BLANK. SIGNATURE PAGE TO FOLLOW.

Book 1417 Page 690
Instrument# 849315
DEED 3/23/2023 2:30:38 PM

WITNESS THE signature of said limited liability company by its Manager/Member after being duly authorized by said limited liability company so to sign, execute, and deliver the same, on this the 14 day of March, A.D., 2023.

LOC INVESTMENT HOLDING, LLC, a Georgia limited liability company

Corey Loston

COREY LOSTON, MEMBER

STATE OF Texas
COUNTY OF Fort Bend

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on the _____ day of March, 2023, within my jurisdiction, the within named **COREY LOSTON,** who acknowledged that he is a Member of **LOC INVESTMENT HOLDING, LLC, A GEORGIA 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 instrument on the day and year therein mentioned, after first being duly authorized by said limited liability company so to do.

Jasmine Gonzalez
Notary Public

My Commission Expires: 03-01-2025

Sandoval from LOC.wd
23-02-18093 tp

JASMINE GONZALEZ
Notary Public, State of Texas
Comm. Expires 03-01-2025
Notary ID 130947831

Book 1417 Page 691
Instrument# 849315
DEED 3/23/2023 2:30:38 PM

EXHIBIT "A"

The East 12 Feet of Lot 2, all of Lot 3, and the West 10 feet of Lot 4 in Block 2, of the Davis and Ferguson Subdivision of the City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi, together with the improvements thereon and appurtenances thereunto belonging.

Less and Except all of the oil, gas and other minerals of like kind and character in, on and under the above described property which have been heretofore excepted, reserved or conveyed by former owners in the chain of title.

FORREST COUNTY, MS LANCE C. REID
I CERTIFY THIS INSTRUMENT WAS FILED ON 3/23/2023 2:30:38 PM AND RECORDED IN DEED BOOK:1417 PAGE:688

Forrest County
Filed/Recorded OCTOBER 23 2015 10:00:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

Prepared by:
Foxworth & Shepard, P.A.
Post Office Box 747
Columbia, MS 39429
(601) 736-1122

Return to: E
Foxworth & Shepard, P.A.
Post Office Box 747
Columbia, MS 39429
(601) 736-1122

Grantor:
Citizens Bank, Columbia, Mississippi
P.O. Box 232
Columbia, MS 39429
(601) 736-2601

Grantee:
Sandoval Properties, LLC
1500 North 5th Ave.
Laurel, MS 39440
(601) 335-3662

INDEXING INSTRUCTIONS: Lots 1 and 2 of Block 2 of Davis and Ferguson Add., Forrest Co.

SPECIAL WARRANTY DEED

STATE OF MISSISSIPPI)
)
COUNTY OF FORREST)

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the undersigned, CITIZENS BANK, COLUMBIA, MISSISSIPPI, a corporation, hereinafter referred to as Grantor, does hereby sell, convey, and specially warrant unto SANDOVAL PROPERTIES, LLC, a Mississippi limited liability company, hereinafter referred to as Grantee, the following described property situated in FORREST COUNTY, MISSISSIPPI, to wit:

LOTS 1 AND 2, LESS 12 FEET OFF AND ACROSS THE EAST SIDE OF LOT 2, BLOCK 2 OF DAVIS AND FERGUSON ADDITION TO THE CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI.

TOGETHER WITH all improvements thereon situated and appurtenances thereunto belonging.

Inst. 740476
Bk 1214 Pg 0550

The aforesaid property is conveyed by the Grantor herein and accepted by the Grantee herein subject to the following, to wit:

A. Any prior valid reservations or conveyances of oil, gas, and other minerals in, on, and under the herein conveyed lands.

B. The ad valorem taxes for the current year which shall be prorated by and between the Grantor and the Grantee as of the date hereof.

C. All governmental regulations and ordinances, including all zoning ordinances of governmental entities.

D. Rights of parties in possession, deficiency in quantity of land, boundary line disputes, roadways, unrecorded servitudes or easements, encroachments, variation in area or in measurements, and matters not of record, including lack of access, which would be disclosed by an accurate survey and inspection of the captioned lands.

E. By its acceptance hereof, Grantee does hereby acknowledge, represent, warrant and agree to and with Grantor that, except as otherwise expressly provided, (a) Grantee is expressly purchasing the subject property in its existing condition **"AS IS, WHERE IS, AND WITH ALL FAULTS"** with respect to all facts, circumstances, conditions and defects; (b) Grantor has no obligation to inspect for, repair or correct any such facts, circumstances, conditions or defects or to compensate Grantee for same; (c) Grantor has specifically bargained for the assumption by Grantee of all responsibility to inspect and investigate the subject property and of all risk of adverse conditions, and has structured the purchase price and other terms of this sale in consideration thereof; (d) Grantee has undertaken all such inspections and investigations of the subject property as Grantee deems necessary or appropriate under the circumstances as to the condition of the subject property

Inst. 740476
Bk 1214 Pg 0551

and the suitability of the property for Grantee's intended use, and based upon same, Grantee is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers and Grantee is fully satisfied that the purchase price is fair and adequate consideration for the subject property.

F. Grantee further acknowledges that Grantee is buying the subject property **"AS IS"** and in its present condition and that except as otherwise expressly provided, Grantee is not relying upon any representation of any kind or nature made by Grantor, or any of its employees or agents or seller group with respect to the land or property, and that, in fact, no such representations were made except as expressly set forth in the sale contract.

EXECUTED ON THIS the 16th day of October, A.D., 2015.

CITIZENS BANK, COLUMBIA, MISSISSIPPI

By: _____
Lee H. Fedric, Its CEO

STATE OF MISSISSIPPI)
)
COUNTY OF Lamar)

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this 16th day of October, 2015, within my jurisdiction, the within named Lee H. Fedric, who acknowledged that he is CEO of CITIZENS BANK, COLUMBIA, MISSISSIPPI, a corporation, and 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

My commission expires: April 8, 2019

STATE OF MISSISSIPPI NOTARY PUBLIC (SEAL) ID# 84872 LAURA N CLINTON Commission Expires April 8, 2019 LAMAR COUNTY

(X:\LFILES\L-10649\SWD10649.wpd)

Inst. 740476
Bk 1214 Pg 0552

September 19, 2024
Compadres Mexican Bar & Grill
Project No. 23-27

verb
inspire
dream
build

LEGAL DESCRIPTIONS for SUBMITTED PROPERTIES
for the Public Hearing Application

Parcel No. 01

PPIN:14679 | Parcel ID: 2-029L-09-220.00 | 1131 Hardy Street, Hattiesburg, MS 39401

INDEXING INSTRUCTIONS: Lots 1 and 2 of Block 2 of Davis and Ferguson Add., Forrest Co.

LEGAL DESCRIPTION:

LOTS 1 AND 2, LESS 12 FEET OFF AND ACROSS THE EAST SIDE OF LOT 2, BLOCK 2 OF DAVIS AND FERGUSON ADDITION TO THE CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI.

TOGETHER WITH ALL IMPROVEMENTS THEREON SITUATED AND APPURTENANCES THEREUNTO BELONGING.

Parcel No. 02

PPIN:14680 | Parcel ID: 2-029L-09-221.00 | 1129 Hardy Street, Hattiesburg, MS 39401

INDEXING INSTRUCTIONS: Pt. of Lot 2, all of Lot 3 & pt. of Lot 4, Block 2, Davis & Ferguson S/D, City of Hattiesburg, Forrest County, Mississippi

LEGAL DESCRIPTION:

THE EAST 12 FEET OF LOT 2, ALL OF LOT 3, AND THE WEST 10 FEET OF LOT 4 IN BLOCK 2 OF THE DAVIS AND FERGUSON SUBDIVISION OF THE CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI, AS PER MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF FORREST COUNTY, MISSISSIPPI, TOGETHER WITH THE IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING.

LESS AND EXCEPT ALL OF THE OIL, GAS AND OTHER MINERALS OF THE LIKE KIND AND CHARACTER IN, ON AND UNDER THE ABOVE DESCRIBED PROPERTY WHICH HAVE BEEN HERETOFORE EXCEPTED, RESERVED OR CONVEYED BY FORMER OWNERS IN THE CHAIN OF TITLE.

Rion Snowden, Principal 855 422 8372

127 Buschman St. Ste. 30, Hattiesburg, MS 39401 verbarchitecture.com

MINUTES OF THE

REGULAR MEETING OF THE

BOARD OF ADJUSTMENT

November 6th, 2024

Board Members Roll Call:

Members Present:

1. Bernard Green, Vice Chair
    a. Late (3:39). Missed Agenda approval and October Minutes Approval. Present from items A-G.
2. Richard Conville
    a. Left early (5:30). Present from items A-F.
3. Shawn Harris, Chair
4. Brandon E.J. Williams
5. Eric Boney
6. Herman Dungan
    a. Left early (5:30). Present from items A-F.
7. James Trussell
8. Stacey Ready
    a. Left early (5:30). Present from items A-F.
9. John Eye
10. James Trussell

Members Absent:

1. Jessica Cathey

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

Chair Harris declared the Board of Adjustment meeting open and in session at 3:34p.m.

AGENDA REVIEW

A motion was made to accept the agenda.

Motion:

Made by Herman Dungan to approve the agenda

Second:

Made by Stacey Ready

Vote:

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

MINUTES REVIEW

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

Motion:

Made by Herman Dungan

Second:

Made by Stacey Ready

Vote:

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

PLANNING REPORT

The Planning Division staff gave a report.

CHAIR'S REPORT

No report from the chair.

INTRODUCTIONS:

Board of Adjustment members and Staff introduced themselves.

PUBLIC HEARING:

Item A: Merchants & Marine Bank, Property Owner, Thomas H Eaves, Representative/Architect, and Rion Snowdon, Architect, request a variance from the requirement of one large, shade or canopy tree per parking island (LDC 7.10.10.2) to allow for 0 in four separate landscape islands, and request a variance from the requirement of one tree per 60 feet of lineal frontage (LDC 7.10.11.1) to allow for 0 at a property located at 4607 Hardy Street (PPIN 21451, Ward 4, Lamar County).

Discussion and Vote:

Staff introduced the case. Thomas H Eaves presented on behalf of the application.

- What if variance is not granted (Eye).
    - "don't really have a plan B."
    - Couldn't plant front trees because of power lines and monument sign.
- Tell about the extra trees were planted instead (Ready)
    - Drake Elms, Willows, and Crape Murtles. Shrubs planed in front will get 8-10 ft tall. Moved some into the rear. More screening plants on the back side near the Coco Cola plant.
- Could the trees be planted in MDOT right of way? (Harris)

Presented by:

1. Thomas H Eaves

Proponents:

1. None

Opponents:

1. None

A1 and A2- Motion:

Herman Dungan motioned to recommend denial of both of the requests.

Second:

Made by John Eye.

Vote:

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

Motion fails with 4-4, 1 abstention. No recommendation on the variances from the board and will move to City Council with no recommendation.

~~~
~~~

Second:
Made by Stacey Ready.

Vote:

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

Motion to recommend denial of the variance passes 8-0 with 1 abstention.

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~~~

Presented by:

1. Jeffrey Cook and Dustin Gatlin

Proponents:

1. None

Opponents:

1. None

Motion:

Brandon E.J. Williams motioned to recommend approval for Items C, D, and E in entirety on basis of special privilege.

Second:

Made by Eric Boney .

Vote:

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

Motion to recommend approval for Items C, D, and E in entirety on basis of special privilege passes 8-1.

~~~
~~~

Presented by:

1. Rion Snowden
    a. ** Renderings need to be sent to add in file as exhibit.

Proponents:

1. None

Opponents:

1 None

Motion:

Brandon E.J. Williams motioned to recommend approval of the request in its entirety, based upon reasonable use.

Second:

Made by Eric Boney .

Vote:

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

Motion to recommend approval of the request in its entirety, based upon reasonable use. The variance passes 9-0.

~~~
~~~

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

Motion to remove the request from the table passes 6-0.

Discussion and Vote:
Staff introduced the case. Scott Pipkins presented on behalf of the application.

Presented by:
1. Scott Pipkins
    a. Letters of support to be sent to planning.

Proponents:
1. None

Opponents:
1. None

Motion:
Bernard Green motioned to recommend approval of the request, on the basis of reasonable use and special privilege.

Second:
Made by James Trussell.

Vote:

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

Herman Dungan			ABSENT
James Trussell	X		
Jessica Cathy			ABSENT

Motion to approve the variance passes 6-0.

OTHER BUSINESS:

- Nominating committee report moved to December

Adjournment:

The meeting was adjourned at 5:44 p.m.

Motion:

Made by Brandon E.J. Williams

Second:

Made by Bernard Green

Vote:

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

Date: **Tuesday, November 19, 2024**

Re: **Approve or deny variance requests from the maximum outdoor equipment storage area of 50% (LDC 7.12.10.4), and a request for a variance from the requirement for 5 foot sidewalks along public streets on the street frontage (LDC 7.6.1.1) at a property located at 313 E 3rd Street (PPIN 15708, Ward 4, Forrest County), as requested by Michael Myrick, Owner, and Scott Pipkins, Applicant/Contractor. The Board of Adjustment recommended approval on November 6th, 2024.**
File Number: 2024-483
Minute Book #

Summary

Recommendation Statement
The Board of Adjustment reccommended approval on November 6th, 2024.

Please place this on the November 19, 2024 City Council meeting for consideration.

October 2024 BOA Item: A
Outdoor Storage Area
Michael Myrick, Property Owner, and Scott Pipkins, Contractor

URBAN DEVELOPMENT
PLANNING DIVISION

Board of Adjustment
Case Fact Sheet

Names of Petitioner: Michael Myrick, Property Owner, and Scott Pipkins, Contractor

Address of Property:	**Tax Parcels**	**PPIN:**	**Ward:**
313 E 3rd Street	2-029J-10-036.00	15708	4

Request: Variance Request for the maximum outdoor equipment storage area.

Purpose of Request: Michael Myrick, Owner, and Scott Pipkins, Applicant/Contractor, request a variance from the maximum outdoor equipment storage area of 50% (LDC 7.12.10.4), at a property located at 313 E 3rd Street (PPIN 15708, Ward 4, Forrest County).

History / Background: The applicant met with staff in a pre-app for a proposed expansion of an existing business (Economy Supply) on an adjacent property. The applicant wants to use 313 E 3rd Street as an additional warehousing and storage area. The proposal included the use of the entirety of the side and rear lot area to be used for an outdoor storage area. The Land Development Code places a maximum on the outdoor storage area at 50% of the side and rear lot. The applicant is also proposing the use of gravel as the primary surface material for the outdoor storage area. The Land Development Code requires a hard surface material (asphalt, concrete, or other similar alternative as approved by the City Engineer) for outdoor storage areas.

The purpose of limiting an outdoor storage area is primarily to protect the visual aesthetics of a community. Preventing visual clutter and maintaining an attractive streetscape are implemented into Land Development Codes, which this regulation is intended to help encourage. The limiting of the area also helps with reducing pervious surface coverage,

reducing stormwater runoff, and allowing for additional landscaping areas. While the applicant is seeking a conditional use for gravel in place of hard surface material for the storage area, landscaped areas are superior in water absorption rates, whereas gravel is subject to packing, and increasing stormwater runoff rates.

Staff discussed a variety of options, including reducing the overall size of the lot, or collapsing all adjacent properties owned by the applicant (Economy Supply) to alleviate the need for a variance.

Applicant Summary: Please reference the public hearing application for the applicant summary.

Applicable Regulations:

SECTION 4 **Zoning Districts Established**

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

SECTION 5 **5.4.16 Construction Offices.**

5.4.16.1 All outdoor storage of non-passenger vehicles and building materials shall be kept at least 100 linear feet from any adjacent lot containing a legal, conforming residential use and shall be located in a side or rear yard only.
5.4.16.2 Outdoor storage shall be screened from major thoroughfares and adjacent properties in accordance with the screening requirements set forth in Section 7.9
5.4.16.3 A maximum open storage space of 50% of the side and rear lot area is allowed for business and industrial equipment and materials.
5.4.16.4 Open storage of items shall not be piled or stacked over 20 feet in height above grade.

SECTION 7 **Design Standards**

7.12.10 Parking and Storage Areas in Non-Residential Zones

7.12.10.3 Outdoor storage shall be screened from major thoroughfares, local streets, and adjacent properties in accordance with the screening requirements set forth in Section 7.9.

7.12.10.4 A maximum outdoor equipment storage space of 50% of the side and rear lot area is allowed for business and industrial equipment and materials if outdoor storage is an accessory to another use on the same lot.

i. Unless otherwise permitted, commercial outdoor storage areas shall be hard surface only.
ii. All outdoor storage associated with automotive and tow yard uses shall be hard surface, regardless of zone.
iii. Dustless gravel maintained to be free of overgrowth may be allowed for only non-public outdoor storage space of heavy equipment and non-hazardous materials by right in A-1, I zones and as a Conditional Use in A-2 and B-5 zones. Any approved gravel storage lot shall be subject to driveway requirements per 7.12.8.3

Present Zoning: The property is currently zoned B-5 (Regional Business District).

Present Use: Vacant building/lot.

Future Land Use: Downtown District

Surrounding Zoning and Land Use:

North: B-5 Regional Business
South: B-5 Regional Business
East: B-5 Regional Business
West: B-5 Regional Business

The immediate surrounding area is primarily used by the applicant (Economy Supply) as a contractor's office. A mushroom farm (Slowpoke Farm) is directly across the street

in a large, warehousing-type facility. The mushroom farm was approved through a conditional use approval by the City Council for the use of horticulture in a B-5 zoning. An active rail line is also near the property, to the northeast of the property across New Orleans St.

Letters or Concerns stated: The Planning Division Office has received no calls or letters of concern as of finalizing this report.

Option: Recommend **approval or denial** of the variance from the maximum outdoor equipment storage area of 50% (LDC 7.12.10.4 for a property located at 313 E 3rd Street (PPIN 15708, Ward 4, 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.

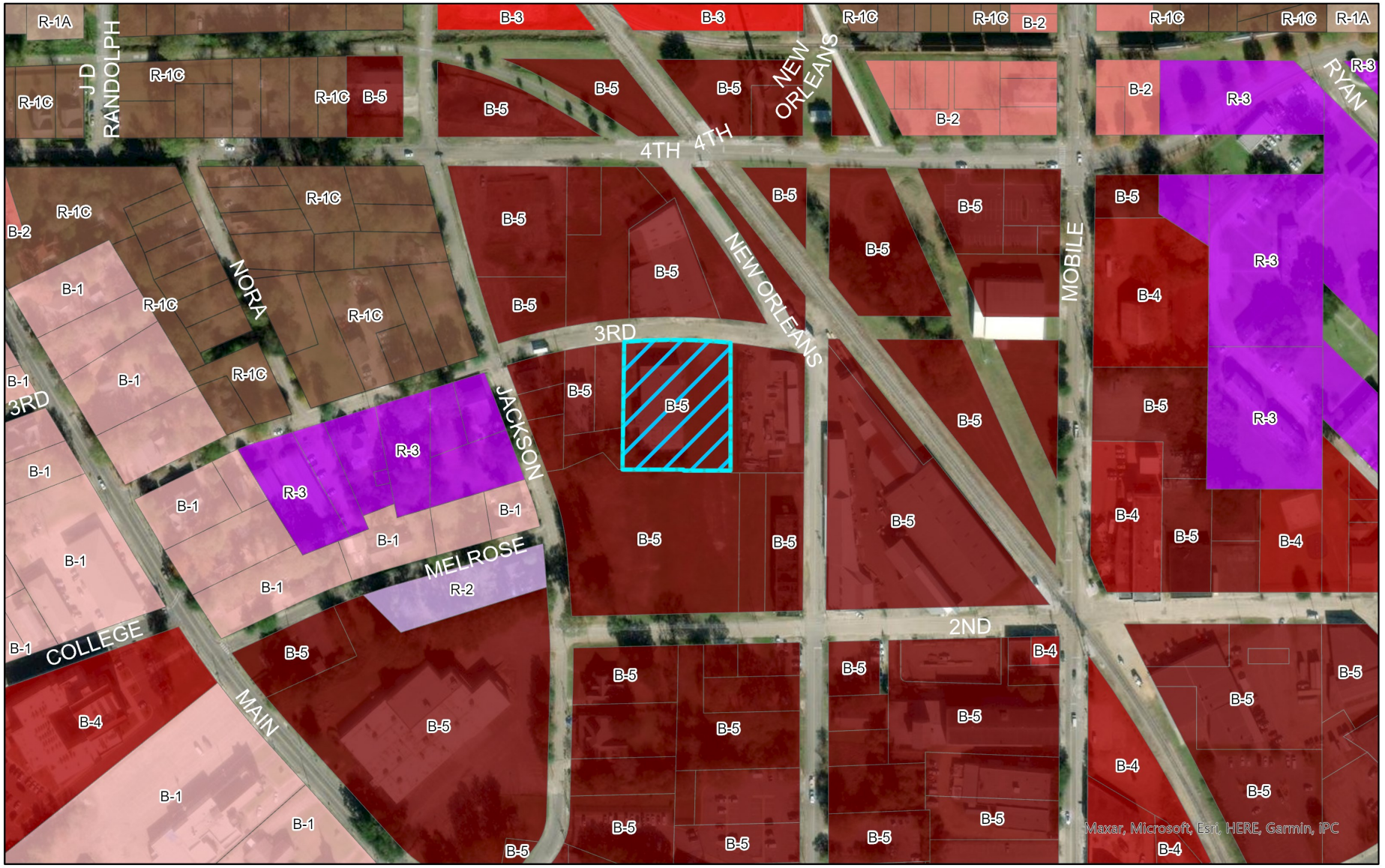
SUBJECT PARCEL

313 E 3rd Street— Maximum Storage Area Request

Michael Myrick, Owner, and Scott Pipkins, Applicant/Contractor, request a variance from the maximum outdoor equipment storage area of 50% (LDC 7.12.10.4), at a property located at 313 E 3rd Street (PPIN 15708, Ward 4, Forrest County).



BOA Item: A



Zoning Districts

- 313 E 3rd
- R-1A
- R-1C
- R-2
- R-3
- B-1
- B-2
- B-3
- B-4
- B-5

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: 9/18/2024 9:18 AM

Conditional Use Approval & Variance Request
313 E 3rd Street
Ward 4, Forrest County
PPIN 15708, Flood Zone SX 500

0 500 Feet

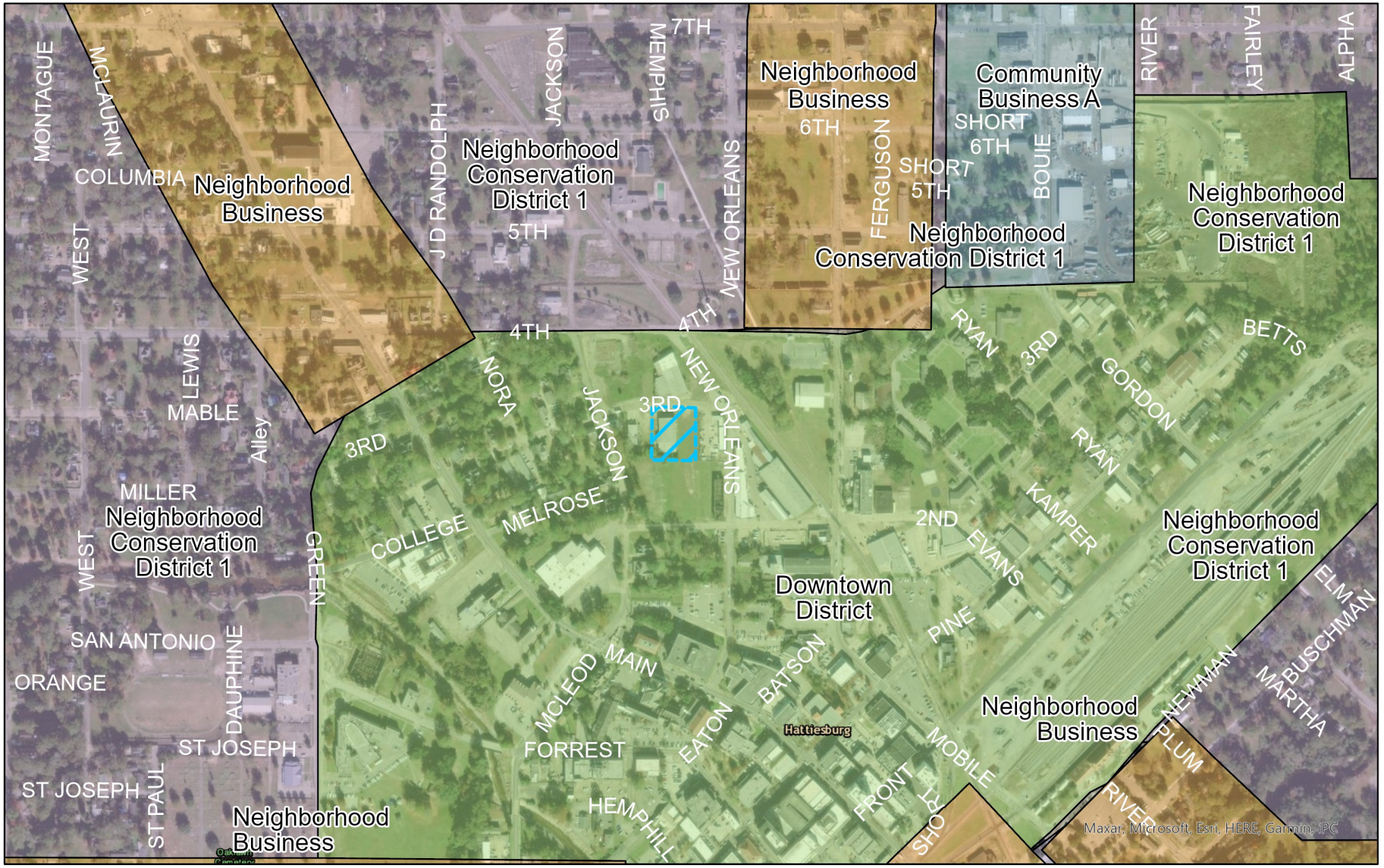
N

CITY OF HATTIESBURG MISSISSIPPI 1884

URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°17'32"W 31°19'51"N

BOA Item: A



Future Land Use Map

- 313 E 3rd
- Community Business A
- Downtown District
- Neighborhood Business
- Neighborhood Conservation District 1

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: 9/18/2024 9:20 AM

Conditional Use Approval & Variance Request
313 E 3rd Street
Ward 4, Forrest County
PPIN 15708, Flood Zone SX 500

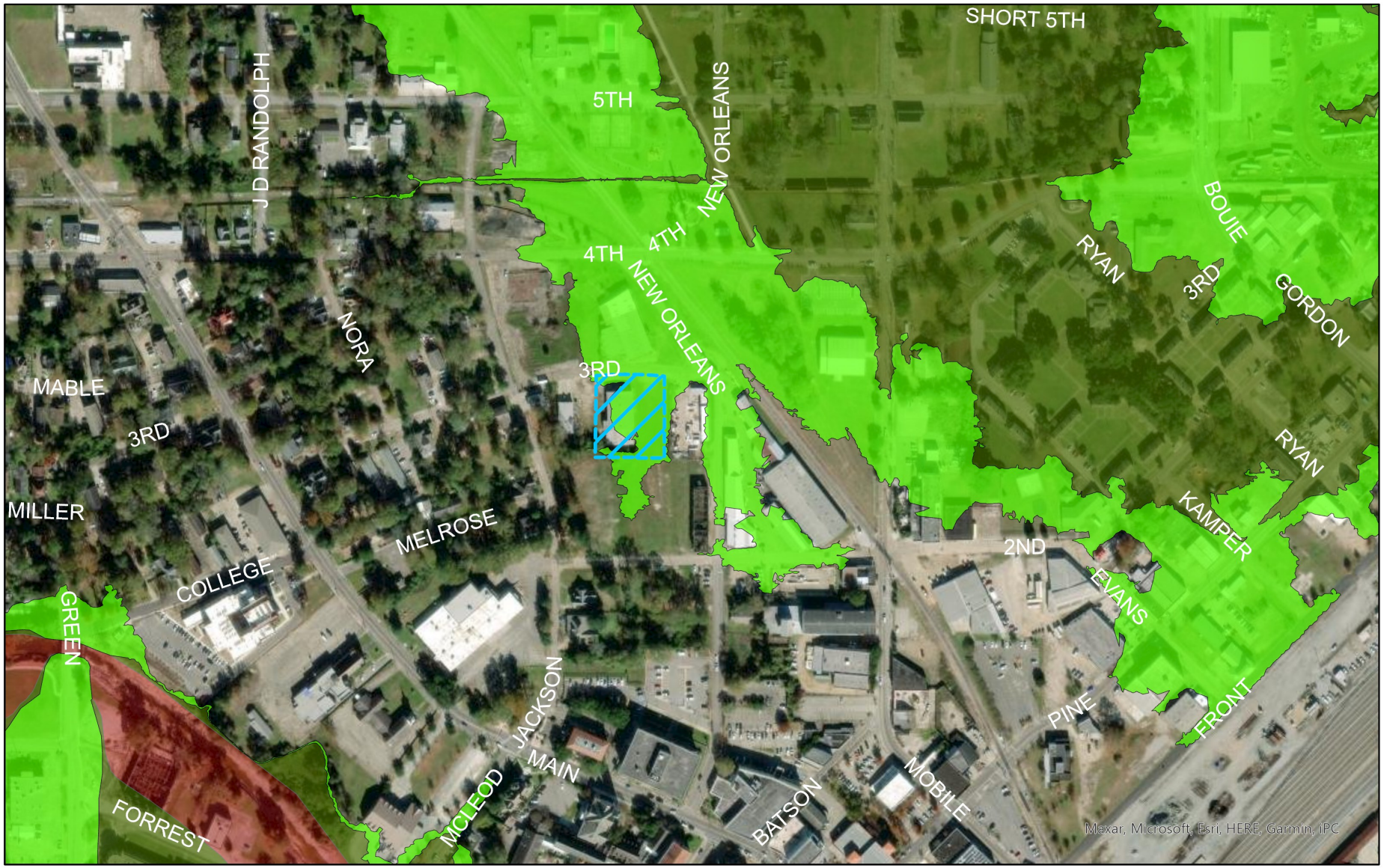
0 0.25 Miles

N

URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°17'31"W 31°19'51"N

BOA Item: A



Flood Zones

- FLOODWAY AREA IN ZONE AE
- ZONE A (100 yr flood - no elevation)
- ZONE AE (100 yr flood w / elevation)
- ZONE SX (500 yr flood)
- 313 E 3rd

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: 9/18/2024 9:22 AM

Conditional Use Approval & Variance Request
313 E 3rd Street
Ward 4, Forrest County
PPIN 15708, Flood Zone SX 500

0 800 US Feet

N

URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°17'30"W 31°19'51"N

Site Aerial


Melrose St
E 3rd St
Jackson St
E 2nd St
New Orleans St
Mobile St
E 2nd St
Neelmod

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: Scott Pipkin | Hub City Construction, Inc.
Project Name: Economy Grading Job
Proposed Use(s): Layout Yard
Project Street Address: 313 E. 3rd St
PPIN Number(s) (if unknown, can be found on tax receipt): 015708

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

Application for (check all appropriate types):

- ☑ Variance (see below)
- ☐ Subdividing of Lot, Parcel, or Tract (see p. 12)
- ☐ Street or Alley Renaming (see pp. 13-14)
- ☐ Vacating Street or Alley (see pp. 13-14)
- ☑ Conditional Use (see below)
- ☐ Re-Zoning (see below)
- ☐ Overlay District
- ☐ 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: fence height & no sidewalk

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

- ☐ Automotive Filling Station
- ☐ Digital Billboard, New
- ☐ Restaurant
- ☐ Telecommunications
- ☐ Digital Billboard, Replacement
- ☐ Solar Farm
- ☑ Other: Material Storage yard

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 Districts(s): _____
Project No.: _____

Code Sections:

LDC Section No. _____
Section No. _____
Section No. _____
Section No. _____
Section No. _____

RECIVED DATE & INITIALS:
RECEIVED
AUG 27 2024
BY: DD

PROJECT REPRESENTATIVE INFORMATION:

Primary:

Name: Scott Piplins, General Contractor

☑Applicant ☐Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: 601-297-7736 Fax: _____ Email: hubcityconstruction1@gmail.com

Mailing Address: 607 Corinne St. Ste C-6

Hattiesburg, MS 39401

Secondary:

Name: Michael Myrick | Economy Supply

☐Applicant ☑Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: 601-606-3549 Fax: _____ Email: _____

Mailing Address: 200 E. 2nd St Hattiesburg, MS 39401

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

313 E. 3rd St | Hattiesburg | MS | 39401,
Street Address | **City** | **State**

on this the 26 day of August, 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.

Scott Pipkins

on this the 26 day of August, 2024.

Michael Myrick
Property Owner (print)

Michael L. Myrick
Property Owner (signature)

STATE OF Mississippi

COUNTY OF Forrest

Personally came and appeared before me, the within named

Michael Myrick,

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 26th day of August, 2024.

Apryle Harvey
NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 335634 APRYLE R. HARVEY Commission Expires Aug. 28, 2026 FORREST COUNTY

My Commission Expires:
Aug 28, 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 313 E. 3rd St Hattiesburg MS,
Street Address **City** **State**

on this the 26 day of August, 2024

Scott Pipkins
Applicant (print)

Scott Pipkins
Applicant (signature)

STATE OF Mississippi

COUNTY OF FORREST

Personally came and appeared before me, the within named Scott Pipkins,

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 26th day of August, 2024.

Apryle Harvey
NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 335634 APRYLE R. HARVEY Commission Expires Aug. 28, 2026 FORREST COUNTY

My Commission Expires:
Aug 28, 2026.

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 $ 375.00.

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.

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

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.

Approval of this will allow the growth of the business by allowing owners equipment to move materials on and off the property.

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.

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:

No

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

No

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:

Yes, owner uses adjoining properties in the same manner since 1942.

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:

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)



PARCEL INFO:

A	PPIN	15708
	PARCEL ID	2-029J-10-036.00
	ZONING	BUSINESS (B-5)
	OWNER	THE 4M GROUP, LLC
B	PPIN	15705
	PARCEL ID	2-029J-10-037.00
	ZONING	BUSINESS (B-5)
	OWNER	THE 4M GROUP, LLC
C	PPIN	15706
	PARCEL ID	2-029J-10-040.00
	ZONING	BUSINESS (B-5)
	OWNER	THE 4M GROUP, LLC
D	PPIN	15707
	PARCEL ID	2-029J-10-039.00
	ZONING	BUSINESS (B-5)
	OWNER	THE 4M GROUP, LLC

KEYED WORK NOTES:

1. PROTECT EXISTING DRAINAGE BASINS USING HAY WATTLES
2. PAVE ENTRY WAY BASE USING 4.5" OF 19MM HOT BITUMINOUS MIX AND SURFACE USING 1.5" OF 9.5MM HOT BITUMINOUS MIX
3. STRIP 8" OF TOP SOIL; IMPORT AND PLACE 8" OF #610 CRUSHED LIMESTONE
4. INSTALL BLACK 6FT PERIMETER FENCE WITH SECURITY WIRE TOP
5. INSTALL BLACK 6FT ACCESS GATE WITH SECURITY WIRE TOP

1 PROPOSED SITE PLAN

SCALE: 1/16" = 1'-0"


NORTH ELEVATION


EAST ELEVATION


SOUTH ELEVATION


WEST ELEVATION

verb architecture

127 Buschman St, Ste 30
Hattiesburg, MS 39402

RION SNOWDEN, Architect
rion@verbarchitecture.com
601 329 9867

ETHAN HARTFIELD
ethan@verbarchitecture.com
601 270 8863

PROJECT:
OUTDOOR FENCED STORAGE AREA
313 E 3RD STREET | HATTIESBURG, MS 39401

NOTES:
All plumbing, mechanical, and electrical work shown is for planning and coordination purposes only. Contractor is to ensure that all work complies with all applicable codes, standards, and local ordinances.

DATE: 08/23/2024
PROJECT NO: -
REVISION

PROPOSED SITE PLAN

SCALE: 1/16" = 1'-0"
DRAWN BY: EH
CHECKED BY:

A1

MINUTES OF THE

REGULAR MEETING OF THE

BOARD OF ADJUSTMENT

November 6th, 2024

Board Members Roll Call:

Members Present:

1. Bernard Green, Vice Chair
    a. Late (3:39). Missed Agenda approval and October Minutes Approval. Present from items A-G.
2. Richard Conville
    a. Left early (5:30). Present from items A-F.
3. Shawn Harris, Chair
4. Brandon E.J. Williams
5. Eric Boney
6. Herman Dungan
    a. Left early (5:30). Present from items A-F.
7. James Trussell
8. Stacey Ready
    a. Left early (5:30). Present from items A-F.
9. John Eye
10. James Trussell

Members Absent:

1. Jessica Cathey

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

Chair Harris declared the Board of Adjustment meeting open and in session at 3:34p.m.

AGENDA REVIEW

A motion was made to accept the agenda.

Motion:

Made by Herman Dungan to approve the agenda

Second:

Made by Stacey Ready

Vote:

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

MINUTES REVIEW

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

Motion:

Made by Herman Dungan

Second:

Made by Stacey Ready

Vote:

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

PLANNING REPORT

The Planning Division staff gave a report.

CHAIR'S REPORT

No report from the chair.

INTRODUCTIONS:

Board of Adjustment members and Staff introduced themselves.

PUBLIC HEARING:

Item A: Merchants & Marine Bank, Property Owner, Thomas H Eaves, Representative/Architect, and Rion Snowdon, Architect, request a variance from the requirement of one large, shade or canopy tree per parking island (LDC 7.10.10.2) to allow for 0 in four separate landscape islands, and request a variance from the requirement of one tree per 60 feet of lineal frontage (LDC 7.10.11.1) to allow for 0 at a property located at 4607 Hardy Street (PPIN 21451, Ward 4, Lamar County).

Discussion and Vote:

Staff introduced the case. Thomas H Eaves presented on behalf of the application.

- What if variance is not granted (Eye).
    - "don't really have a plan B."
    - Couldn't plant front trees because of power lines and monument sign.
- Tell about the extra trees were planted instead (Ready)
    - Drake Elms, Willows, and Crape Murtles. Shrubs planed in front will get 8-10 ft tall. Moved some into the rear. More screening plants on the back side near the Coco Cola plant.
- Could the trees be planted in MDOT right of way? (Harris)

Presented by:

1. Thomas H Eaves

Proponents:

1. None

Opponents:

1. None

A1 and A2- Motion:

Herman Dungan motioned to recommend denial of both of the requests.

Second:

Made by John Eye.

Vote:

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

Motion fails with 4-4, 1 abstention. No recommendation on the variances from the board and will move to City Council with no recommendation.

~~~
~~~

Second:
Made by Stacey Ready.

Vote:

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

Motion to recommend denial of the variance passes 8-0 with 1 abstention.

~~~
~~~

Presented by:

1. Jeffrey Cook and Dustin Gatlin

Proponents:

1. None

Opponents:

1. None

Motion:

Brandon E.J. Williams motioned to recommend approval for Items C, D, and E in entirety on basis of special privilege.

Second:

Made by Eric Boney .

Vote:

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

Motion to recommend approval for Items C, D, and E in entirety on basis of special privilege passes 8-1.

~~~
~~~

Presented by:

1. Rion Snowden
    a. ** Renderings need to be sent to add in file as exhibit.

Proponents:

1. None

Opponents:

1 None

Motion:

Brandon E.J. Williams motioned to recommend approval of the request in its entirety, based upon reasonable use.

Second:

Made by Eric Boney .

Vote:

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

Motion to recommend approval of the request in its entirety, based upon reasonable use. The variance passes 9-0.

~~~
~~~

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

Motion to remove the request from the table passes 6-0.

Discussion and Vote:
Staff introduced the case. Scott Pipkins presented on behalf of the application.

Presented by:
1. Scott Pipkins
    a. Letters of support to be sent to planning.

Proponents:
1. None

Opponents:
1. None

Motion:
Bernard Green motioned to recommend approval of the request, on the basis of reasonable use and special privilege.

Second:
Made by James Trussell.

Vote:

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

Herman Dungan			ABSENT
James Trussell	X		
Jessica Cathy			ABSENT

Motion to approve the variance passes 6-0.

OTHER BUSINESS:

- Nominating committee report moved to December

Adjournment:

The meeting was adjourned at 5:44 p.m.

Motion:

Made by Brandon E.J. Williams

Second:

Made by Bernard Green

Vote:

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

_____

Shawn Harris, Chair

_____

Cory Long, AICP, Planning Division Manager

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Ann Jones, Chief Administrative Officer**

cc:

Date: **Tuesday, November 19, 2024**

Re: **Adopt a Resolution directing the sale and award of a negotiable note, Series 2024 of the City of Hattiesburg, Mississippi, to be dated the date of delivery thereof, in the principal amount of Four Million Dollars ($4,000,000.00), and authorize execution of any and all necessary documents for the same.**
File Number: 2024-678
Minute Book #

Summary
Adopt a Resolution directing the sale and award of a negotiable note, Series 2024 of the City of Hattiesburg, Mississippi, to be dated the date of delivery thereof, in the principal amount of Four Million Dollars ($4,000,000.00), and authorize execution of any and all necessary documents for the same.

Recommendation Statement
I recommend that this resolution be adopted.

Please place this on the November 19, 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 DIRECTING THE SALE AND AWARD OF A NEGOTIABLE NOTE, SERIES 2024 OF THE CITY OF HATTIESBURG, MISSISSIPPI, TO BE DATED THE DATE OF DELIVERY THEREOF, IN THE PRINCIPAL AMOUNT OF FOUR MILLION DOLLARS ($4,000,000).

WHEREAS, the Governing Body of the City, acting for and on behalf of the City, hereby finds, determines, adjudicates and declares 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. On November 5, 2024, the Governing Body of the City adopted a resolution (the "**Intent/Note Resolution**") authorizing (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.

4. As directed by the Intent/Note Resolution, notice of sale of the Note (the "**Notice**") was duly published in *The Pine Belt News,* a newspaper published in the City of Hattiesburg, Mississippi, having general circulation in the City, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the Notice having been published on November 7, 2024, in said newspaper, said publication having been made at least ten (10) days preceding the date fixed herein for the receipt of

bids, all as shown by the proof of publication of the Notice, attached hereto as **EXHIBIT A**, and filed in the office of the Clerk.

3. 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.

5. Prior to 3:00 o'clock p.m. on November 18, 2024, there were filed with the Clerk, _____ (____) sealed bids, copies of which are attached hereto as **EXHIBIT B** and made a part hereof, for the purchase of the Note pursuant to the terms and provisions of the Notice, as follows:

Name of Bidder	**Net Interest Rate**

6. At that time, each of said bids was read at length and considered by the Clerk, CFO and the Municipal Advisor.

7. The Clerk directed the Municipal Advisor to verify which bid produced the lowest net interest rate (as defined in the Notice) for the Note.

8. The Municipal Advisor determined that the bid of _____ (the "**Purchaser**") produces the lowest net interest rate for the Note and said bid computes to a net interest rate of _____%

9. The Governing Body did meet at its meeting place in City Hall, located at 200 Forrest Street, Hattiesburg, Mississippi, at the hour of 5:00 o'clock p.m. on November 19, 2024.

10. At said time and place, ____ (____) proposals for the purchase of the Note were received, examined and considered by the Governing Body.

11. The Governing Body does now find, determine and adjudicate that the best bid made and offered for the Note on the basis of the lowest net interest cost over the life of the issue was made by _____.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY AS FOLLOWS:

SECTION 1. The Governing Body hereby authorizes 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 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 Intent/Note Resolution.

SECTION 2. The Notice was duly published in *The Pine Belt News*, a newspaper published in the City of Hattiesburg, Mississippi, having general circulation in the City, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, said notice having been published on November 7, 2024, in said newspaper, said publication having been made at least ten (10) days preceding the date fixed herein for the receipt of bids, all as shown by the proof of publication of said notice filed in the office of the Clerk all as required by the Act.

SECTION 3. The bid of the Purchaser be, and is hereby, declared to be the best responsible bid and the one offering to purchase the Note at such rate of interest as will produce the lowest net interest rate on the Note and said bid be, and is hereby accepted subject to the conditions of the Notice and the Intent/Note Resolution.

SECTION 4. The Mayor or his designee and the Clerk be, and are hereby, authorized and directed to accept the bid of the Purchaser.

SECTION 5. The Mayor or his designee and the Clerk, be and are hereby, authorized to endorse upon the Bid Form of the Purchaser, for and on behalf of the City, a suitable notation as evidence of the acceptance of the bid of the Purchaser and to do all other acts and things required to evidence acceptance of the successful bid of the Purchaser.

SECTION 6. (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 _____%, 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:

YEAR OF MATURITY	PRINCIPAL INSTALLMENT AMOUNT
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 7. The Note is hereby awarded and sold to _____, in accordance with the offer submitted to the Governing Body

SECTION 8. All orders, resolutions or proceedings of the Governing Body in conflict with the provisions of this Resolution shall be and are hereby repealed, rescinded and set aside, but only to the extent of such conflict.

SECTION 9. For cause, this Resolution shall become effective immediately upon the adoption thereof.

[Remainder of Page Intentionally Left Blank]

RESOLVED AND DONE, this 19th 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 19th 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 19th day of November 2024.

/s/

CITY CLERK **MAYOR**

EXHIBIT A

PROOF OF PUBLICATION

EXHIBIT B

SUBMITTED BIDS

90819106.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 DIRECTING THE SALE AND AWARD OF A NEGOTIABLE NOTE, SERIES 2024 OF THE CITY OF HATTIESBURG, MISSISSIPPI, TO BE DATED THE DATE OF DELIVERY THEREOF, IN THE PRINCIPAL AMOUNT OF FOUR MILLION DOLLARS ($4,000,000).

WHEREAS, the Governing Body of the City, acting for and on behalf of the City, hereby finds, determines, adjudicates and declares 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. On November 5, 2024, the Governing Body of the City adopted a resolution (the "**Intent/Note Resolution**") authorizing (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.

4. As directed by the Intent/Note Resolution, notice of sale of the Note (the "**Notice**") was duly published in *The Pine Belt News,* a newspaper published in the City of Hattiesburg, Mississippi, having general circulation in the City, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the Notice having been published on November 7, 2024, in said newspaper, said publication having been made at least ten (10) days preceding the date fixed herein for the receipt of

bids, all as shown by the proof of publication of the Notice, attached hereto as **EXHIBIT A**, and filed in the office of the Clerk.

3. 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.

5. Prior to 3:00 o'clock p.m. on November 18, 2024, there were filed with the Clerk, six (6) sealed bids, copies of which are attached hereto as **EXHIBIT B** and made a part hereof, for the purchase of the Note pursuant to the terms and provisions of the Notice, as follows:

Name of Bidder	**Net Interest Rate**
Trustmark	4.08
Regions Capital Advantage, Inc.	4.25
FNB Oxford Bank	4.74
First Bank	4.99
Cadence Bank	5.90
Community Bank	5.21

6. At that time, each of said bids was read at length and considered by the Clerk, CFO and the Municipal Advisor.

7. The Clerk directed the Municipal Advisor to verify which bid produced the lowest net interest rate (as defined in the Notice) for the Note.

8. The Municipal Advisor determined that the bid of Trustmark National Bank, Hattiesburg, Mississippi (the "**Purchaser**") produces the lowest net interest rate for the Note and said bid computes to a net interest rate of 4.08%

9. The Governing Body did meet at its meeting place in City Hall, located at 200 Forrest Street, Hattiesburg, Mississippi, at the hour of 5:00 o'clock p.m. on November 19, 2024.

10. At said time and place, six (6) proposals for the purchase of the Note were received, examined and considered by the Governing Body.

11. The Governing Body does now find, determine and adjudicate that the best bid made and offered for the Note on the basis of the lowest net interest cost over the life of the issue was made by Trustmark National Bank, Hattiesburg, Mississippi.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY AS FOLLOWS:

SECTION 1. The Governing Body hereby authorizes 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 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 Intent/Note Resolution.

SECTION 2. The Notice was duly published in *The Pine Belt News*, a newspaper published in the City of Hattiesburg, Mississippi, having general circulation in the City, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, said notice having been published on November 7, 2024, in said newspaper, said publication having been made at least ten (10) days preceding the date fixed herein for the receipt of bids, all as shown by the proof of publication of said notice filed in the office of the Clerk all as required by the Act.

SECTION 3. The bid of the Purchaser be, and is hereby, declared to be the best responsible bid and the one offering to purchase the Note at such rate of interest as will produce the lowest net interest rate on the Note and said bid be, and is hereby accepted subject to the conditions of the Notice and the Intent/Note Resolution.

SECTION 4. The Mayor or his designee and the Clerk be, and are hereby, authorized and directed to accept the bid of the Purchaser.

SECTION 5. The Mayor or his designee and the Clerk, be and are hereby, authorized to endorse upon the Bid Form of the Purchaser, for and on behalf of the City, a suitable notation as evidence of the acceptance of the bid of the Purchaser and to do all other acts and things required to evidence acceptance of the successful bid of the Purchaser.

SECTION 6. (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 4.08%, 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 on the following page:

YEAR OF MATURITY	PRINCIPAL INSTALLMENT AMOUNT
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 7. The Note is hereby awarded and sold to Trustmark National Bank, Hattiesburg, Mississippi, in accordance with the offer submitted to the Governing Body

SECTION 8. All orders, resolutions or proceedings of the Governing Body in conflict with the provisions of this Resolution shall be and are hereby repealed, rescinded and set aside, but only to the extent of such conflict.

SECTION 9. For cause, this Resolution shall become effective immediately upon the adoption thereof.

[Remainder of Page Intentionally Left Blank]

RESOLVED AND DONE, this 19th 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 19th 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 19th day of November 2024.

/s/

CITY CLERK **MAYOR**

EXHIBIT A

PROOF OF PUBLICATION

EXHIBIT B

SUBMITTED BIDS

90819106.v1

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From:

cc:

Date: **Tuesday, November 19, 2024**

Re: **Adopt a Resolution of Intent and setting hearing for the Amended and Restated Redevelopment Plan for the City of Hattiesburg.**
File Number: 2024-688
Minute Book #

Summary

Recommendation Statement

Please place this on the November 19, 2024 City Council meeting for consideration.

THERE CAME on for consideration the matter of a *Tax Increment Financing Redevelopment Plan for the City of Hattiesburg, Mississippi, 1996, as Amended and Restated November 2024* and a resolution regarding said plan. After full consideration of the matter, Councilmember _____ offered and moved the adoption of the following Resolution:

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO MUNICIPALITIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED, DETERMINING THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH A TAX INCREMENT FINANCING REDEVELOPMENT PLAN, CITY OF HATTIESBURG, MISSISSIPPI, 1996, AS AMENDED AND RESTATED NOVEMBER 2024, AND FOR RELATED PURPOSES.

WHEREAS, the Mississippi Tax Increment Financing Act, Title 21, Chapter 45, Mississippi Code of 1972, as amended from time to time (the "TIF Act"), authorizes municipalities and counties in the State of Mississippi to undertake and carry out redevelopment projects as defined therein with the use of Tax Increment Financing as set forth in detail in the TIF Act;

WHEREAS, the Mayor and City Council (the "Governing Body") of the City of Hattiesburg, Mississippi (the "City") has been presented with the *Tax Increment Financing Redevelopment Plan, City of Hattiesburg, Mississippi, 1996, as Amended and Restated November 2024* a copy of which is attached hereto as Exhibit 1 (the "Redevelopment Plan"), the purpose of which is to provide a financing mechanism to develop and redevelop various areas within the City; and

WHEREAS, this Governing Body has identified various parts of the City in need of development, redevelopment, rehabilitation, and conservation in the public interest of the public health, safety, morals, and welfare of the City; and

WHEREAS, this Governing Body does hereby approve the concept of the use of ad valorem tax increases and/or sales tax rebates to be used to service Tax Increment Financing debt obligations as set forth in the Redevelopment Plan.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City, as follows:

SECTION ONE: That a public hearing shall be held with respect to the Redevelopment Plan at Hattiesburg City Hall, 200 Forrest Street, Hattiesburg, Mississippi, at 4:00 PM on the 16th day of December, 2024.

SECTION TWO: That the Clerk is hereby directed to publish a notice of hearing, a sample of which is attached hereto as Exhibit 2 in The Pinebelt News one (1) time not less than ten (10) days nor more than twenty (20) days prior to the date established for the hearing.

A copy of the Redevelopment Plan, including a map of the Redevelopment Area, will be available for examination in the office of the City Clerk at City Hall, Hattiesburg, Mississippi.

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 ___ 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 _____ day of November 2024.

/s/ _____ _____

CITY CLERK MAYOR

EXHIBIT 1 REDEVELOPMENT PLAN

TAX INCREMENT FINANCING REDEVLOPMENT PLAN FOR THE CITY OF HATTIESBURG, MISSISSIPPI, 1996, AS AMENDED AND RESTATED NOVEMBER 2024

Prepared By:
Gouras & Associates, LLC
P.O. Box 1465
Ridgeland, MS 39158
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ARTICLE I
THE TAX INCREMENT FINANCING ACT

A. This *Tax Increment Financing Redevelopment Plan for the City of Hattiesburg, Mississippi, 1996, as Amended and Restated November 2024* (the "Redevelopment Plan") is an amendment to and a restatement of that *Tax Increment Financing Redevelopment Plan, City of Hattiesburg, Mississippi, 1996*, and is being adopted and implemented by the City of Hattiesburg, Mississippi (the "City") pursuant to Section 21-45-1 *et seq*., Mississippi Code of 1972, as amended (the "TIF Act"). Projects implemented under this Redevelopment Plan may be undertaken in collaboration with Forrest County, Mississippi and Lamar County, Mississippi and/or other counties, cities and governing authorities pursuant to Section 17-13-1 *et seq*., Mississippi Code of 1972, as amended (the "Interlocal Act"), and/or the Regional Economic Development Act as authorized by Section 57-64-1 *et seq*., Mississippi Code of 1972, as amended and applicable (the "REDA Act").

B. A "redevelopment plan" means a plan for the acquisition, clearance, reconstruction, rehabilitation or future use of a redevelopment project area which shall be sufficiently complete: (i) to indicate its relationship to definite local objectives as to appropriate land uses and improved traffic, public transportation, public utilities, recreational, residential, commercial and community facilities and other public improvements; and (ii) to indicate proposed land uses, waterfront uses, if any, and building requirements in the area. A redevelopment plan may include interlocal cooperation agreements between a municipality and a county whereby both agree to pledge revenues payable to them to fund the debt of service of any indebtedness incurred pursuant to the TIF Act.

C. Tax Increment Financing ("TIF") is a legal, constitutionally accepted financing mechanism to accomplish development and redevelopment of municipalities and counties throughout the State of Mississippi (the "State"). TIF is a tool that can be used to induce or encourage economic development and is a local incentive that can be accessed and used through the City's own initiative. This Redevelopment Plan permits the adoption and administration of TIF plans ("TIF Plans[1]") for projects on any lands lying within the corporate limits of the City as the same exists as of the date of approval hereof and as may be modified thereafter (the "Redevelopment Project Area").

D. After the adoption of a TIF Plan, the clerk will certify the assessed value of the real property, including personal property located thereon, described in the TIF Plan. Property taxable at the time of the certification shall be included in the assessed value at its most recently determined valuation. Property exempt from taxation at the time a TIF Plan is adopted shall be included at zero unless it was taxable when the TIF Plan was approved, in which case its most recently determined assessed valuation before it became exempt shall be included. These assessed values are referred to as the "Original Assessed Value."

E. Each year thereafter, the clerk will certify the amount by which the assessed value of real property, including personal property located thereon, described in the TIF Plan has

[1] A short overview of the adoption of TIF Plans is provided in Article II

increased or decreased from the Original Assessed Value. These assessed values are referred to as the "Current Assessed Value."

F. The clerk shall certify the amount of the Captured Assessed Value to the City each year for the duration of the TIF Plan. The City may choose to retain all or a portion of the Captured Assessed Value for purposes of TIF if the TIF Plan provides that all or a portion of the Captured Assessed Value is necessary to finance the redevelopment project, including the cost of establishing necessary reserves to insure payment of revenue bonds.

G. Pursuant to the TIF Act, Tax Increment Financing Bonds, notes, or other debt obligations ("TIF Bonds") may be issued by the City to construct improvements or reimburse developers for the construction of improvements that will induce development activity.

H. To provide for the payment of the TIF Bonds, the City and other participating jurisdictions, if any, may pledge all or part of the ad valorem taxes generated on the Captured Assessed Value. The City may elect to pledge increases in retail sales tax rebates generated by the projects to provide for the payment of TIF Bonds as authorized by the TIF Act, as well as other sources of revenue as may permitted under the REDA Act. Participating jurisdictions and governing authorities may also elect to pledge revenues pursuant to applicable State law.

I. If the TIF Plan provides that only a portion of the Captured Assessed Value is necessary to finance the TIF Bonds, only that portion shall be set aside and the remainder shall be apportioned to the various municipal tax levy funds and the various county tax levy funds. If the TIF Plan provides that a portion of the retail sales tax rebate is to be used to finance the TIF Bonds, only that portion shall be set aside, and the remainder may be used by the City as authorized by State law.

J. In most cases, TIF is used to construct public infrastructure improvements (i.e., roads, utilities, drainage, parking, etc.) even though it can be used for other purposes.

K. School taxes **cannot** be used to retire TIF Bonds. The schools can use those funds in their normal operations.

L. There is **no** financial obligation on the part of the City if TIF Bonds are issued other than the pledge of the ad valorem tax revenues on real and personal property and/or sales tax rebates if applicable. TIF Bonds are secured solely by increased ad valorem tax revenues and/or sales tax rebates and are not general obligations secured by the full faith, credit, and taxing power of the City. Additionally, if a county participates in TIF Bonds, those TIF Bonds are secured solely by increased ad valorem tax revenues and are not general obligations secured by the full faith, credit, and taxing power of the County.

ARTICLE II
THE TAX INCREMENT FINANCING PROCESS

A. The steps for adopting this Redevelopment Plan are below:

(1) The Redevelopment Plan designating all or part of the City as "a Redevelopment Project Area" is prepared.

(2) The Mayor and City Council (the "Governing Body") of the City adopts a resolution determining the necessity for utilizing TIF and setting a public hearing in connection with the Redevelopment Plan.

(3) The Redevelopment Plan is referred to the City's Planning Commission for review.

(4) City's Planning Commission finds that the Redevelopment Plan conforms to the City's Comprehensive Plan.

(5) The City publishes a notice of public hearing in accordance with the TIF Act.

(6) A public hearing is held at which time the Redevelopment Plan and related matters are presented to the public, and citizens are given an opportunity to comment.

(7) The Governing Body adopts a resolution approving and adopting the Redevelopment Plan.

B. The steps for adopting a TIF Plan or any amendment to a TIF Plan pursuant to this Redevelopment Plan are below:

(1) A TIF Plan is prepared for a specific economic development project. A TIF Plan must conform to the TIF Act, and must include the following: (a) a statement of the objectives of the City with regard to the TIF Plan; (b) a statement indicating the need and proposed use of the TIF Plan in relationship to the Redevelopment Plan; (c) a statement containing the cost estimates of the redevelopment project and the projected sources of revenue (ad valorem taxes, sales taxes, and the proceeds of any other financial assistance) to be used to meet the costs including estimates of tax increments and the total amount of indebtedness to be incurred; (d) a list of all real property to be included in the TIF Plan; (e) the duration of the TIF Plan's existence; (f) a statement of the estimated impact of the TIF Plan upon the revenues of all taxing jurisdictions in which the redevelopment project is located; and (g) a statement requiring that a separate fund be established to receive any ad valorem taxes and/or sales tax rebates and the proceeds of any other financial assistance.

(2) The Governing Body adopts a resolution acknowledging the availability of the TIF Plan and setting a public hearing for the TIF Plan in accordance with the TIF Act.

(3) The City conducts a public hearing at which time the TIF Plan is presented to the public and citizens are given an opportunity to comment.

(4) After the public hearing and assuming there are no further amendments made to the TIF Plan after the public hearing, the Governing Body of the City adopts a resolution approving the TIF Plan.

(5) Pursuant to further proceedings of the City, bond counsel will proceed with the TIF Bond issuance process as called for under the TIF Plan and draft any agreements entered into between the City and the developer(s) of the projects permitted in the TIF Plan.

ARTICLE III
TAX INCREMENT FINANCING REDEVELOPMENT PLAN OBJECTIVES

A. This Redevelopment Plan has been developed in conformity with State law and will be implemented in accordance with the goals, objectives, and strategies of City's the Comprehensive Plan entitled *Comprehensive Plan 2008-2028, City of Hattiesburg, Mississippi* (as subsequently amended or modified, the "Comprehensive Plan"). The Comprehensive Plan was approved in 2008 and updated and replaced the comprehensive plan adopted by the City in 1988. As of the date of this Redevelopment Plan, the City is in the process of preparing an update to the Comprehensive Plan. This Redevelopment Plan shall be used by the City to facilitate development and redevelopment projects consistent with and in accordance with the City's duly adopted Comprehensive Plan which may change or be updated from time to time.

B. The Redevelopment Plan herein incorporates by reference the goals, objectives, and strategies and intended purposes of the Comprehensive Plan. Because it is the intent of the Governing Body for this Redevelopment Plan to be implemented consistently with the goals, objective and strategies of the Comprehensive Plan, if any portion of this Redevelopment Plan shall conflict with amendments and updates to the Comprehensive Plan, the Comprehensive Plan shall control.

C. This Redevelopment Plan contemplates that the City will utilize TIF as a tool to assist the City in implementing goals, objectives, strategies, and recommendations of the Comprehensive Plan and is intended to support and complement the Comprehensive Plan. The forty-five goals of the Comprehensive Plan are as follows:

(1) Continue to protect and enhance the City's quality of life—stabilize and protect neighborhoods, build sidewalks and bikeways, invest in education, public facilities and spaces—in order to uphold the City's reputation as a great place to live, work, retire, shop, and recreate.

(2) Continue to make the City a great place to own and operate a business, large or small; promote policies and programs to sustain and improve small businesses;

(3) Continue to market the many qualities that make the City a desirable place to locate a business; identify and enhance the qualities of the City's environment that will attract a diverse, sustainable range of businesses and industries;

(4) Make improvement of the City's public schools a community-wide priority; strive to make the Hattiesburg Public School District synonymous with superior education;

(5) Make efforts to ensure that public facilities—utilities, streets and traffic controls, public safety, etc.—complement the efforts of private schools to create safe and pleasant learning environments;

(6) Market the City as a college town; identify, enhance and promote the qualities that

make student living outside the classroom interesting and enjoyable;

(7) Promote greater collaboration between the City, the University of Southern Mississippi, and William Carey University on land use, transportation/circulation, community events, and community building initiatives;

(8) Promote the construction of high-quality housing in a range of housing types, prices and densities; preserve existing housing stock that is in good condition;

(9) Promote home ownership opportunities and downpayment assistance programs to enable more residents to achieve the American dream of owning a home;

(10) Protect the value, safety and stability of neighborhoods by ensuring that local zoning and development decisions do not create potential nuisances—noises, odors, vibrations, increases in nonresidential traffic—or allow inappropriate nonresidential encroachments;

(11) Empower neighborhood residents to take active roles in improving neighborhood conditions and furthering neighborhood plans through participation in neighborhood associations; mobilize neighborhood residents to improve neighborhood conditions and participate in civic issues and community decision-making;

(12) Preserve, protect, and promote officially designated and otherwise well-recognized historic districts and resources;

(13) As a certified retirement community, provide residential development options and quality of life amenities that are attractive to retirees;

(14) Strive to be the outstanding city in Southeast Mississippi for health care facilities and skilled health care personnel. Ensure that all residents have access to quality health care and medical services;

(15) Create and maintain clean, attractive public and private spaces in the City; make the appearance of the City something that is recognized and admired by visitors and a source of pride for residents;

(16) Celebrate and promote the City's beauty, history and culture by holding community events, honoring people and events that have influenced the City's culture, and protecting the city's cultural and historic places and structures;

(17) Protect the distinctive qualities of the City's natural environment—longleaf pine trees, scenic rivers and creeks—for the use and enjoyment of future generations;

(18) Recognize that the policies and actions undertaken today in the City will have a lasting impact on future generations. Embrace the principles of sustainable development to conserve and protect natural resources, improve air and water quality, enhance public health and well-being, and ensure prosperity and a high quality of life for all current and future residents;

(19) Preserve and maintain the beauty and character of the City by preserving the region's distinctive topography;

(20) Promote land use and development practices that consider the environment's natural stormwater drainage and clarification systems—creeks, streams, watercourses, wetlands, and floodplains; Discourage new development in wetlands and flood prone areas;

(21) The City has a well-established urban forest. Preserve and maintain the beauty and character of the City by promoting policies to protect and preserve the City's tree canopy.

(22) Strive to protect residents and property owners from environmental hazards;

(23) Protect the residents of the City by lowering the risks and reducing the effects of disasters on critical facilities; identify and implement mitigation strategies that will reduce or prevent catastrophic damages, casualties, physical and/or financial losses;

(24) Plan appropriately for the orderly arrangement of land uses to create a city with safe, convenient, attractive, sustainable, healthy neighborhoods and districts;

(25) Encourage the formation and maintenance of healthy, complete residential districts with a range of appropriate housing types, public uses, and neighborhood-serving retail and service businesses; protect neighborhoods from encroachment of incompatible land uses and developments;

(26) Encourage a wider range of multi-family housing options, such as second-floor apartments above storefronts, townhomes, and condominiums, as alternatives to conventional apartment complexes;

(27) Direct student housing to locations that are accessible to area colleges and universities without negatively impacting established, stable residential neighborhoods;

(28) Promote high-quality, well-designed, sustainable mixed-use developments;

(29) Provide a range of retail and service businesses that are accessible and convenient to all areas of the City;

(30) Foster industrial development in industrial parks and in designated industrial districts in the City; attract and encourage a diverse mix of research and technology enterprises and light industries;

(31) Provide adequate space for public and quasi-public land uses in the City. Ensure that public and quasi-public uses are appropriately sited to be accessible to residents and visitors.

(32) Promote and advance Downtown Hattiesburg as the City's central business district—the heart of civic activities, entertainment, commerce, banking, specialty retail, urban residential, arts and culture;

(33) Promote and advance a Community Development Renewal District to promote a healthy balance of homes, services, and work opportunities inside the district and based on the principle that all segments of the population deserve healthy vibrant places to live and work and recreate.

(34) Ensure opportunities for local cultural interaction within the Community Development Renewal District to address a variety of planning elements that bring people together in public spaces and venues;

(35) Promote "green" building and development throughout the Community Development Renewal District. Provide solutions that bring about a cleaner, healthier, and greener natural environment. Discourage activity and development that destroys, degrades, or pollutes the natural environment;

(36) Maintain a safe, efficient and convenient network of streets and sidewalks that are well constructed, well-maintained; build transportation facilities that are designed to reflect the character of surrounding land uses and provide the amenities desired by pedestrians and the motoring public;

(37) Treat walking and bicycling as viable transportation modes as opposed to amenities only to be funded when grant monies are available. Adopt a "Complete Streets" policy as a guide for all future transportation decisions;

(38) Provide adequate utility services to all residents of the City;

(39) Embrace new technologies and be proactive in using and supporting technologies

and technology-based industries to enhance the City's quality of life;

(40) Provide adequate community facilities in all areas of the City. Supply sufficient funds and personnel to ensure that adequate community services are provided in all areas of the City;

(41) Provide a wide variety of passive and active recreational activities in the City for young children, young adults, families, adults, retirees, and persons with disabilities;

(42) Realize the full potential of the Hattiesburg Zoo—the only city-owned and operated zoo in the State. Continue to build the zoo's reputation as a respected environmental education center. Market and promote its educational programs and school partnerships;

(43) Ensure the safety of City residents and visitors by providing adequate police and fire protection in all areas of the City; and

(44) Ensure that the Comprehensive Plan is a living document that is implemented through day-to-day public decision-making, public budgeting, and through the actions of the many public, quasi-public and private agencies and individuals that impact the city's form and function;

(45) Develop an integrated geographic information system (GIS) designed to manage georeferenced data from all city departments and provide access to map data (zoning, flood zones, tax parcel information, etc.) to the citizens via the City's website.

D. This Redevelopment Plan and subsequent TIF Plans will require that developments induced under the TIF Act be constructed in accordance with the Comprehensive Plan together with the *Hattiesburg, Mississippi Land Development Code, Ordinance #3209,* adopted February 21, 2017, and as updated September 8, 2020, as the same may be supplemented or updated from time to time (the "LDC"), the intent of which is to ensure that no development activity shall occur on any public or private property within the jurisdiction of the LDC until and unless all applicable development approvals for the development activity have been granted. All developments assisted with TIF must adhere to the objectives and requirements of the LDC, the street and road design standards of the City and requirements of the City governing utilities and drainage improvements, among other things.

ARTICLE IV
DESCRIPTION OF REDEVELOPMENT PROJECT AREA

A. Redevelopment Project Area Description: The Redevelopment Project Area designated by this Redevelopment Plan will consist of all real property located within the corporate limits of the City. It is the City's intent to expedite the use of TIF for the benefit of the public, therefore in the event the City annexes other property, this Redevelopment Plan shall include said additional property without the necessity of amending same.

B. Redevelopment Project Area Boundary Map: A map of the Redevelopment Project Area encompassing all real property located within the corporate limits of the City is attached hereto in Exhibit 1.

ARTICLE V
REDEVELOPMENT TECHNIQUES TO IMPLEMENT POLICIES

A. This Redevelopment Plan shall be implemented primarily by the City, exercising the redevelopment powers conferred upon the City by the TIF Act. The techniques to be used to meet the goals and objectives of the Redevelopment Plan include rehabilitation and renovation, expansion of existing buildings, acquisition of real property, demolition and removal of buildings, construction of improvements, new development and redevelopment, consolidation of title, elimination of environmental deficiencies and blighting influences, construction of parking facilities, and encouragement of rehabilitation, renovation, new development and redevelopment by private enterprise. A brief description of each component or technique of the Redevelopment Plan follows:

B. Rehabilitation and Renovation: This Redevelopment Plan provides for the utilization of TIF powers of the City to rehabilitate and renovate structures, which are: (a) substandard structures[2] on which rehabilitation or renovation is practical in the judgment of the owners thereof; or (b) structures in which, in the judgment of the owner thereof, rehabilitation will result in a higher and better use for the property on which such structure is located.

C. Acquisition of Real Property: Real property shall be acquired as provided in Article IX of the Redevelopment Plan.

D. Demolition and Removal of Structures: This Redevelopment Plan shall be implemented in some instances through the demolition and removal of structures. This Redevelopment Plan provides for the demolition and removal of the following structures, if necessary and appropriate:

(1) Substandard structures as to which, in the judgment of the owner thereof, rehabilitation is not practical;

(2) Structures, which in the judgment of the owner thereof, are economically obsolete;

(3) Structures, which in the judgment of the owner thereof, prevent maximum utilization of the property on which such structures are located;

(4) Structures that have been acquired by the City and determined by the Governing Body of the City to be economically obsolete; and

(5) Structures that have been acquired by the City and that Governing Body determines prevent the maximum utilization of the property on which such structures are located.

E. Construction of Improvements: This Redevelopment Plan provides for the construction of

[2] A substandard structure is a structure that does not conform to the building and related codes of the City as are in force and effect from time to time.

new improvements for uses on vacant or cleared land within the Redevelopment Project Area. Such construction shall be in accordance with the Comprehensive Plan, LDC, and all other applicable codes and ordinances of the City as may be in force and effect.

F. Development and Redevelopment: Under the provisions of this Redevelopment Plan, vacant or cleared land held by the City may be disposed of to private parties for new development or redevelopment. Such disposition of land by the City shall be in accordance with the Redevelopment Plan and applicable State law.

This Redevelopment Plan encourages the new development or redevelopment of vacant or cleared land, which is acquired by private enterprises.

G. Consolidation of Title: This Redevelopment Plan provides for the elimination of diverse patterns of ownership, which prevent or restrict development of large tracts of land.

In the event that the City determines that optimum utilization of a particular tract of land cannot be attained because of diversity of ownership, and that action by the City is likely to enhance the possibility of development of such tracts, the City may take such actions as it determines to be necessary to consolidate title to such tract of land.

H. Elimination of Environmental Deficiencies and Blighting Influences: This Redevelopment Plan provides for the City to undertake to determine any and all factors, which prevent or restrict new development or redevelopment within the Redevelopment Project Area. The Governing Body of the City shall take such action as it deems necessary to reduce or eliminate such factors or the effects thereof.

Environmental deficiencies and blighting influences that the City may deem necessary to reduce or eliminate include, but are not limited to, physical conditions, ownership patterns, non-conforming land uses, improper development, etc.

I. Construction of Off-Street Parking Facilities: This Redevelopment Plan provides for the construction of off-street parking facilities to serve the demand within the Redevelopment Project Area. Parking facilities shall be constructed in accordance with the Comprehensive Plan, LDC, and other applicable codes and ordinances of the City.

J. Encouragement of Rehabilitation, Renovation, New Development and Redevelopment by Private Enterprise: This Redevelopment Plan provides that the City shall, to the greatest extent feasible, afford maximum opportunity to encourage the rehabilitation, renovation, new development and redevelopment of the Redevelopment Project Area by private enterprise.

In order to utilize appropriate private and/or public resources to eliminate and prevent the development or spread of slums and urban blight, to encourage needed urban rehabilitation and renovation, to provide for the redevelopment of slum and blighted areas, and to provide for and encourage the new development or redevelopment of vacant or cleared lands, the City shall encourage rehabilitation, renovation, clearance, new development or redevelopment within the Redevelopment Project Area by:

(1) Carrying out a program of voluntary repair, renovation, and rehabilitation of buildings or other improvements in accordance with this Redevelopment Plan, including making loans to defray all or part of the costs (including costs of acquiring real estate) of repairing and rehabilitating buildings or other improvements in accordance with this Redevelopment Plan; and

(2) Making loans to defray all or part of the costs of acquiring real property, demolishing and removing buildings and improvements and constructing improvements (including buildings) in the Redevelopment Project Area in accordance with this Redevelopment Plan.

Such loans shall be made only from the proceeds of revenue bonds or notes of the City secured solely by the City's rights in connection with such loans; shall be made upon such terms and conditions as the City shall determine; and shall be subject to such additional requirements as the City shall impose.

ARTICLE VI
LAND USES, MAXIMUM DENSITIES, LAND DEVELOPMENT, AND BUILDING REQUIREMENTS

A. Land Uses/Zoning Ordinance: This Redevelopment Plan is to be implemented in accordance with the Comprehensive Plan and, therefore, provides for adherence to the City's land use plan. Land use in the Redevelopment Project Area is regulated by the LDC, as the same may be amended from time to time. The map delineating the zoning districts for the City is on file in the Office of the City Clerk of the City.

B. Maximum Densities/Zoning Ordinance: The LDC of the City shall regulate the maximum development densities in the Redevelopment Project Area.

C. Land Development/Subdivision Regulations: This Redevelopment Plan shall require that any development assisted with TIF be developed in conformity with regulations and standards of the City governing the subdivision of land, namely the LDC.

D. Building Requirements/Building and Related Codes: This Redevelopment Plan requires that any new construction and any rehabilitation shall meet the requirements of the building and related codes of the City as may be in effect from time to time.

ARTICLE VII
REAL PROPERTY ACQUISITION

A. Procedures: This Redevelopment Plan requires that all property acquisitions by the City shall be made in accordance with the TIF Act. Discrimination of any kind shall be prohibited. Race, color, creed, national origin, age, and sex shall in no way affect any aspect of the land acquisition process.

B. Property to Be Acquired: Under the provisions of this Redevelopment Plan, the City may,

at its discretion, acquire real property (as defined in the TIF Act) for needed public facilities within the Redevelopment Project Area (including, but not limited to, surface or multi-story parking facilities).

Where necessary to eliminate unhealthy, unsanitary or unsafe conditions, lessen density, eliminate obsolete or other uses detrimental to the public welfare, or otherwise to remove or prevent the spread of blight or deterioration, the City may, from time to time in its discretion, acquire mortgages made to finance costs of (1) acquiring real property, (2) demolishing and removing buildings and improvements, and (3) constructing improvements in the Redevelopment Project Area in accordance with this Redevelopment Plan.

ARTICLE VIII
TRAFFIC CONTROL AND MAJOR CIRCULATION ROUTES

This Redevelopment Plan is to be implemented in conformity with the Comprehensive Plan. The City shall, from time to time, establish major traffic circulation routes for the Redevelopment Project Area and will maintain traffic controls. The City's transportation plan, subdivision regulations, street design and construction standards govern street widths, ingress and egress patterns, turn lanes, turn restrictions, and vehicle limitation established by weight.

The City's regulations, along with realignment, widening, and overlaying of existing streets will achieve improved traffic circulation and flow for City and pass-through traffic. Traffic control and circulation in the Redevelopment Project Area will utilize appropriate signage and electronic signalization as necessary and will provide optimum access to existing and proposed off-street parking. This Redevelopment Plan will be implemented so as to efficiently integrate traffic circulation and flow into the zoning scheme of the City and the general circulation patterns of the community.

ARTICLE IX
OFF-STREET PARKING, LOADING AND UNLOADING SPACE

This Redevelopment Plan conforms to the LDC and other codes and ordinances wherein off-street parking, loading and unloading space requirements shall be regulated and controlled.

ARTICLE X
RELATIONSHIP TO POLICIES REGARDING APPROPRIATE LAND USES, IMPROVED TRAFFIC, PUBLIC TRANSPORTATION, PUBLIC UTILITIES, RECREATIONAL AND COMMUNITY FACILITIES, AND OTHER PUBLIC IMPROVEMENTS

This Redevelopment Plan will serve to support and complement the Comprehensive Plan and the LDC. The objective of this Redevelopment Plan is to adhere to the purposes and the goals, objectives, vision, and strategies of the Comprehensive Plan and the LDC and to use TIF as an inducement for development and redevelopment pursuant to the Act. This Redevelopment Plan seeks to utilize TIF to incentivize capital investment that will encourage the redevelopment of blighted areas, strengthen the entire community by carefully planning the location of shopping

centers and the design of business establishments, increase the tax base, increase retail sales tax rebates, increase revenues from special tourism taxes and economic development and increase job opportunities in the City. This Redevelopment Plan seeks to encourage revitalization of the Redevelopment Project Area by inducing new development and redevelopment. Public facilities and services will be improved and properly maintained as a result of the implementation of this Redevelopment Plan. This Redevelopment Plan seeks to encourage development and redevelopment projects and to insure their conformity to the Comprehensive Plan, the LDC and the elements comprising both the Comprehensive Plan and the LDC.

ARTICLE XI
PROVISIONS OF REGULATIONS DECLARED TO BE MINIMUM REQUIREMENTS

For the purposes of this Redevelopment Plan, regulations referred to shall be interpreted and applied as minimum requirements. Whenever the requirements of these regulations are at variance with the requirements of any other lawfully adopted rules, regulations, ordinances, deed restrictions or covenants, the most restrictive or that imposing a higher standard shall govern.

ARTICLE XII
WAIVER OF REQUIREMENTS

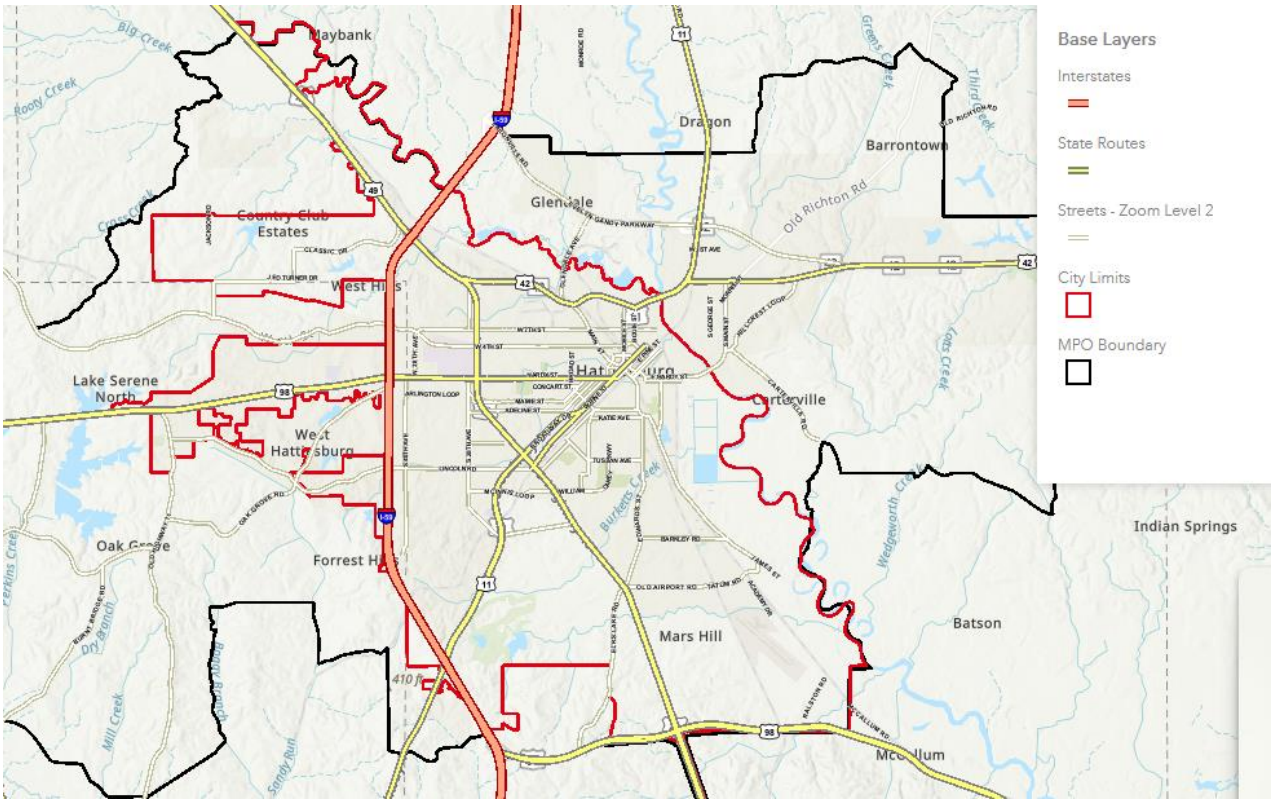
A. Any requirement or condition contained in this Redevelopment Plan may, upon request and for good cause shown, be waived or modified by the City to the extent permissible under law.

B. If any provision of this Redevelopment Plan is held by a court of competent jurisdiction to be illegal, invalid or contrary to public policy, such finding shall not affect the remaining provisions of this Redevelopment Plan, and this Redevelopment Plan shall be construed and continue in existence as if such illegal, invalid or contrary to public policy was not contained herein.

ARTICLE XIII
PROVISIONS FOR AMENDING THE PLAN

This Redevelopment Plan may be modified by the City in accordance with the TIF Act, as the same may be amended from time to time.

EXHIBIT 1
Redevelopment Project Area
(encompasses all real property located
within the corporate limits of the City as of November 2024)



EXHBIT 2

NOTICE OF PUBLIC HEARING
TAX INCREMENT FINANCING REDEVLOPMENT PLAN FOR THE CITY OF HATTIESBURG, MISSISSIPPI, 1996, AS AMENDED AND RESTATED NOVEMBER 2024

Notice is hereby given that a public hearing will be held on December 16, 2024, at 4:00 P.M. CST at the Hattiesburg City Hall, 200 Forrest Street, Hattiesburg, Mississippi, 39401 on the proposed *Tax Increment Financing Redevelopment Plan for the City of Hattiesburg, Mississippi,1996, as Amended and Restated November 2024* (the "Redevelopment Plan").

The general scope of the Redevelopment Plan is outlined as follows: The Redevelopment Plan is to be implemented by the City of Hattiesburg. The techniques to be used to meet the objectives of the Redevelopment Plan include: (a) rehabilitation of structures; (b) acquisition of real property within the Redevelopment Area; (c) demolition and removal of buildings; (d) construction of improvements on vacant or cleared lands; (e) redevelopment; (f) consolidation of title; (g) elimination of environmental deficiencies and blighting influences (including physical conditions, ownership patterns, and non-conforming land uses, which prevent or restrict development within the Redevelopment Area in accordance with the Redevelopment Plan; (h) construction of off-street parking facilities; and (i) encouragement of rehabilitation and redevelopment by private enterprise, including the making of loans from the proceeds of revenue bonds or notes to finance repair and rehabilitation of buildings or other improvements, acquisition of real property, demolition and removal of buildings and improvements, and construction of improvements in the Redevelopment Area in accordance with the Redevelopment Plan. The Redevelopment Plan includes restrictions with respect to land uses, maximum densities, building requirements, off-street parking, and loading or unloading space.

A copy of the Redevelopment Plan is on file in the office of the City Clerk of the City and available for inspection and review by the general public.

This hearing is being called and conducted, and the Redevelopment Plan has been prepared as authorized and required by Sections 21-45-1 et seq., Mississippi Code of 1972, as amended.

Witness my signature and seal, this the ____ day of November, 2024.

/S/ Toby Barker,
Mayor

Publish ONE time in the Legal Section of The Pine Belt News on December 5, 2024

Send the Invoice and Proof of Publication to:

Ronda Kennedy
200 Forrest Street
Hattiesburg, MS 39401
601-545-4500
rkennedy@hattiesburgms.com

Send a copy of the Proof of Publication to:

Christiana Sugg
christiana@gourasandassociates.com
Gouras & Associates
P.O. Box 1465
Ridgeland, MS 39158-1465
601-605-8128

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From:

cc:

Date: **Tuesday, November 19, 2024**

Re: **Adopt a Resolution of Intent and setting hearing for the Tax Increment Financing Plan for Hattiesburg Marketplace.**
File Number: 2024-689
Minute Book #

Summary

Recommendation Statement

Please place this on the November 19, 2024 City Council meeting for consideration.

The Mayor and the City Council (the "Governing Body") of the City of Hattiesburg, Mississippi (the "City"), acting for and on behalf of the City took up for considering the matter of the *Tax Increment Financing Plan for Hattiesburg Marketplace, City of Hattiesburg, Lamar County, Mississippi, November 2024* (the "TIF Plan"). After a full consideration of the matter, Council Member _____ offered and moved the adoption of the following resolution:

> RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI DETERMINING (I) THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED WITH RESPECT TO SECTION 21-45-1 *ET SEQ*. OF THE MISSISSIPPI CODE OF 1972, AS AMENDED (THE "ACT"), REGARDING THE *TAX INCREMENT FINANCING PLAN FOR HATTIESBURG MARKETPLACE, CITY OF HATTIESBURG, LAMAR COUNTY, MISSISSIPPI, NOVEMBER 2024* (THE "TIF PLAN"); (II) THE HATTIESBURG MARKETPLACE PROJECT IS A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING UNDER THE ACT AND OTHER LAWS OF THE STATE OF MISSISSIPPI; (III) THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE TIF PLAN; AND (IV) FOR RELATED PURPOSES.

WHEREAS, the Section 21-45-1 *et seq.* of the Mississippi Code of 1972, as amended from time to time (the "Act"), authorizes municipalities and counties in the State of Mississippi (the "State") to undertake and carry out redevelopment projects as defined therein with the use of Tax Increment Financing as set forth in detail in the Act, and also to carry out such projects jointly with other local governmental units pursuant to the Interlocal Cooperation Act, Title 17, Chapter 13, Mississippi Code, as amended (the "Interlocal Act"); and

WHEREAS, the Governing Body previously conducted hearings on, approved and adopted the *Tax Increment Financing Redevelopment Plan, City of Hattiesburg, Mississippi 1998*, as amended (the "Redevelopment Plan") for the City, and said Redevelopment Plan constitutes a qualified plan under the Act; and

WHEREAS, the Governing Body of the City, acting for and on behalf of the City, is authorized by the TIF Act to undertake redevelopment projects, including, but not limited to, the installation, construction or reconstruction of streets, utilities, storm drainage, sidewalks, and other site improvements on such project areas and areas in support of the project and/or preparatory work incidental thereto in order to encourage private development within the City; and

WHEREAS, the Governing Body, acting for and on behalf of the City, is authorized by the TIF Act to issue tax increment financing bonds or notes, in one or more series (the "TIF Bonds") to finance such redevelopment projects; and

WHEREAS, Graham Development LLC (the "Developer") proposes to construct a high-quality mixed-use development and related improvements known as "Hattiesburg Marketplace" located off US Highway 98 and Lamar Boulevard within the City and Lamar County, Mississippi (the "Project"), which Project will represent a private investment in excess of $43,000,000 and

will be located on real property located off US Highway 98 and Lamar Boulevard in the City as more particularly described in the TIF Plan, attached hereto as Exhibit A; and

WHEREAS, subject to the approval of the TIF Plan and the development of the Project in accordance with a development and reimbursement agreement (the "Development Agreement") to be entered into between the City and the Developer, the City intends to support the Project and to allow proceeds from the TIF Bonds issued pursuant to the TIF Plan and the Act to be used for the cost of the planning, design, and construction of the Infrastructure Improvements as set forth in the TIF Plan; and

WHEREAS, it is anticipated that there will be substantial increases in sales taxes, sales tax rebates and ad valorem tax revenues as a result of the development of the Project and that TIF Bonds may be sold and issued at a time or times in the reasonably near future in anticipation of such development; and

WHEREAS, the City proposes to work jointly with Lamar County, Mississippi pursuant to the Interlocal Act to issue one or more series of TIF Bonds in a principal amount not to exceed Two Million Dollars ($2,000,000) the proceeds of said TIF Bonds will be used to pay the cost of construction of Infrastructure Improvements (as defined in the TIF Plan), including, but not limited to all costs associated with the design and construction of improvements to US Highway 98 and Lamar Boulevard on land adjacent to the Project, all as more particularly set forth in the Development Agreement; and

WHEREAS, the construction of the Infrastructure Improvements will be undertaken to provide for the public convenience, health, and welfare, and a more detailed scope of work will be identified in the Development Agreement; and

WHEREAS, it is in the best interest of the City that if any of the Infrastructure Improvements are constructed on privately-owned portion of the Project that those portions of the Infrastructure Improvements not be conveyed or dedicated to the City; and

WHEREAS, the City may exercise its authority as authorized by Section 21-45-3 of the Act.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City, as follows:

SECTION ONE: The Governing Body acknowledges receipt of the TIF Plan, attached hereto and made a part hereof as Exhibit A

SECTION TWO: The Governing Body acknowledges that, as provided in the TIF Plan, tax increment financing bonds or notes in a principal amount not to exceed Two Million Dollars ($2,000,000) may be issued by the City in one or more series to finance all or part of the Infrastructure Improvements.

SECTION THREE: The Governing Body of the City does hereby declare its intention to hold a public hearing as required by the Act regarding the TIF Plan and the establishment of the TIF District as described in the TIF Plan. A public hearing shall be held with respect to the TIF Plan in the regular meeting place of the Governing Body of the City in the Council Room at City Hall, 200 Forrest Street, Hattiesburg, Mississippi, at 4:00 P.M. on the 16th day of December 2024.

SECTION FOUR: The City Clerk is hereby directed to publish a notice of public hearing, a form of which is attached hereto as Exhibit B, in *The Pine Belt News*, a newspaper in which the City is authorized to publish legal notices, one (1) time not less than ten (10) days nor more than twenty (20) days prior to the date set forth in Section 6 hereof, pursuant to and in compliance with the requirements of Section 21-45-11 of the Act.

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 ___ 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 _____ day of November 2024.

/s/_____ **_____**

CITY CLERK **MAYOR**

EXHIBIT A
TIF PLAN

TAX INCREMENT FINANCING PLAN FOR HATTIESBURG MARKETPLACE, CITY OF HATTIESBURG, LAMAR COUNTY, MISSISSIPPI, NOVEMBER 2024

Prepared by: Gouras & Associates LLC
P.O. Box 1465
Ridgeland, MS 39158
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TAX INCREMENT FINANCING PLAN FOR HATTIESBURG MARKETPLACE, CITY OF HATTIESBURG, LAMAR COUNTY, MISSISSIPPI, NOVEMBER 2024

ARTICLE I

A. PREAMBLE

1. This *Tax Increment Financing Plan for Hattiesburg Marketplace, City of Hattiesburg, Lamar County, Mississippi, November 2024* (the "TIF Plan"), will be an undertaking of the City of Hattiesburg Mississippi (the "City") and Lamar County, Mississippi (the "County") and is authorized pursuant to Sections 21-45-1, *et seq.,* Mississippi Code of 1972, as amended and supplemented from time to time (the "TIF Act"), and in accordance with the Tax Increment Redevelopment Plan of 1996, as Amended and Restated November 2024 (the "Redevelopment Plan").

2. Graham Development LLC (the "Developer") plans to construct a high-quality mixed-use development known as "Hattiesburg Market Place" located off US Highway 98 and Lamar Boulevard in the City and the County (together with improvements to Lamar Boulevard and US Highway 98, (the "project"). The Project will represent a private investment in excess of $43,000,000 and will be located on real property more particularly described in Article VII of this TIF Plan and described in Exhibit A (hereinafter referred to as the "TIF District").

3. The City and County may enter into an interlocal cooperation agreement pursuant to the Mississippi Interlocal Cooperation Act of 1974, codified at Section 17-13-1, et seq., Mississippi Code of 1972, as amended and supplemented from time to time (the "Interlocal Act"), which will designate the City as the primary party in interest in administering this TIF Plan. The issuance of bonds to provide funds to finance the costs of Infrastructure Improvements (defined in Article 1, Section B.2), will be a joint undertaking of the City and County whereby the City may issue Tax Increment Financing Bonds or notes in one or more taxable or tax-exempt series (collectively the "TIF Bonds") in accordance with the Development Agreement (as defined in Article I, Section B.3) and as authorized herein to finance a portion of the Infrastructure Improvements. The TIF Bonds authorized by this TIF Plan shall not exceed in the principal amount of Two Million Dollars ($2,000,000).

4. The tax increment financing funds identified herein will be used to defray and Reimburse the cost of Infrastructure Improvements related to the Project and benefit the City and the County and their respective citizens by, among other things, addressing traffic flow and safety concerns for sections of US Highway 98 and Lamar Boulevard adjacent to the TIF District.

5. The Mayor and City Council (the "Governing Body") of the City hereby finds and determines that the Project is in the best interest of the City and its future development and that it is in the best interest of the City and its citizens that the provision of Section 21-45-9 of the TIF Act requiring dedication of the "redevelopment project" to the City not apply to those improvements which are constructed on the privately owned portion of the Project.

6. The Developer has provided information to the City and the County regarding the proposed site plan, the amount of private investment, anticipated sales tax, and job creation projections for the Project. Estimates of ad valorem taxes were made based on information and valuations from the office of the Lamar County Tax Assessor and from information provided by the Developer.

B. STATEMENT OF INTENT

1. Pursuant to the authority outlined hereinabove, the City may issue TIF Bonds in one or more series shall not to exceed in the principal amount of $2,000,000 which will be secured solely by a pledge of all the City's increased ad valorem taxes from the TIF District, including personal property located therein (the "City Tax Increment"), as well as the County's increased ad valorem taxes, including personal property located therein, but excluding millage for educational purposes (the "County Tax Increment" and together with the City Tax Increment, the "Tax Increment").

2. To the extent allowed by law, the Tax Increment will be used to pay the cost of installation and construction of various infrastructure improvements within the TIF District or servicing the TIF District, which may include, but are not limited to, installation, rehabilitation and/or relocation of utilities such as water, sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, culverts, roadways, curbs and gutters; sidewalks; on-site parking, paving and other related parking lot improvements; relocation of electrical lines; lighting, signalization; landscaping of rights-of way; related architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs together with actual costs of the City and the Developer incurred constructing improvements to US Highway 98 and Lamar Boulevard as set forth in that certain *Traffic Impact Study—Supplement, Lamar County, Mississippi August 2024* prepared by Arcadis (collectively the "Infrastructure Improvements"), which Infrastructure Improvements may be constructed or installed within the TIF District or land adjacent to and/or serving the TIF District.

3. The City may issue the TIF Bonds in one or more series and reimburse the Developer, in whole or in part, in accordance with a development agreement to be executed between the parties as authorized by the TIF Act (the "Development Agreement") up to the amount of the TIF Bonds, if issued, which shall be issued upon completion of the Project.

4. The installation and construction of the Infrastructure Improvements will be undertaken to provide for the Project as well as the public convenience, health, and welfare of the City and the County as provided in the Development Agreement.

C. PUBLIC CONVENIENCE AND NECESSITY: The public convenience and necessity require participation by the City and the County in the Project. The Project will provide for the public convenience and necessity and serve the best interests of the citizens of the City and the County, including:

1. The Project represents a private investment in excess of $43MM and will create

construction jobs.

2. The Project will create new permanent full-time and part-time jobs. The number of jobs and associated payrolls are dependant on market factors and are currently unknown.

3. The Developer projects that the City's annual real and personal property taxes generated by the TIF District will *increase* by $207,117.

4. The Developer projects that the County's annual real and personal property taxes generated by the TIF District will *increase* by $212,890.

5. The Developer projects that annual ad valorem real and personal property taxes generated by the TIF District for the benefit of the Lamar County School District (the "School District") will *increase* by $243,269.

6. The Developer projects that the annual sales generated by the TIF District will exceed $38,000,000.

7. The Developer projects that the TIF District is expected to result in annual sales tax rebates to the City of $493,105.

8. The development of the Project will expand the tax base of the City, the County, and the School District.

9. The TIF District will utilize and develop land currently served by no utilities into a mixed-use development.

10. The development of the TIF District will facilitate the construction of the Infrastructure Improvements which will allow the development of strategically located property within the City and the County.

11. The construction and development of the Infrastructure Improvements will address traffic flow and safety concerns for sections of US Highway 98 and Lamar Boulevard adjacent to and/or servicing the TIF District.

12. The Developer projects that the completed Project will generate $150,320 annually from the City's 2% Convention Promotion Tax and $75,160 annually from the City's 1% Tourism Parks and Recreation Tax.

ARTICLE II
PROJECT INFORMATION

A. **REDEVELOPMENT PROJECT DESCRIPTION**: The Project is a mixed-used development in the City and the County, including retail space for small and large storefronts, restaurants and smaller dining options, office space, parking, stormwater detention and common areas.

B. **DEVELOPER'S INFORMATION:** Graham Development, LLC, Attn: Jason Graham 6218 U.S. Hwy 98, Hattiesburg, Mississippi 39402

ARTICLE III
ECONOMIC DEVELOPMENT IMPACT DESCRIPTION

A. **JOB CREATION:** The Project will create new permanent full-time and part-time jobs. Projections on the new jobs to be created are currently not available. Annual payroll cannot be determined at this time due to market factors and the range of job skill level.

B. **FINANCIAL BENEFIT TO THE COMMUNITY**

1. Ad Valorem Tax Increases: The construction and development of the Project will generate significant ad valorem tax revenues for the City, the County, and the School District. Projected increases for the TIF District are set forth in Article 1, Section C.

2. Retail Sales: Retail sales are estimated to be in excess of $38,000,000 creating an annual sales tax rebate of $493,105 for the City and annual State of Mississippi sales taxes of $2,665,433.

3. Special Taxes: It is anticipated that the completed Project will generate $150,320 annually from the City's 2% Convention Promotion Tax and $75,160 annually from the City's 1% Tourism Parks and Recreation Tax.

4. Pledge: The City will pledge the City Tax Increment, and the County will pledge the County's Tax Increment to secure the TIF Bonds. The City may issue not to exceed in principal amount of $2,000,000 in TIF Bonds in one or more tax-exempt or taxable series. The amount and timing of the issuance of the TIF Bonds shall be determined solely by the City and pursuant to further proceedings of the City and all in accordance with the Development Agreement and the Interlocal Agreement and the principal amount of the TIF Bonds to be issued shall be limited to that amount which can be repaid by the City Tax Increment plus the County Tax Increment payable over a term not to exceed fifteen (15) years.

ARTICLE IV
THE OBJECTIVE OF THE TAX INCREMENT FINANCING PLAN

A. **CONSTRUCTION OF IMPROVEMENTS:** The Infrastructure Improvements constructed for the Project will be consistent with the Redevelopment Plan. The Project and the Infrastructure Improvements will be installed and constructed in accordance with standards, codes, and ordinances of the City and the requirements of the current Mississippi Department of

Transportation ("MDOT") Roadway Design Manual or other requirements as set by MDOT, and the Project will further the goals and objectives of the Redevelopment Plan, including Article VII of the Redevelopment Plan regarding traffic control and major circulation routes as well as Article X of the Redevelopment Plan regarding appropriate land uses. The construction of the Infrastructure Improvements (particularly the improvements to Lamar Boulevard and US Highway 98) have been planned in consultation with the City and MDOT to provide necessary traffic control solutions to allow for the orderly and safe development of the TIF District and the surrounding area.

B. PUBLIC CONVENIENCE AND NECESSITY: The primary objective of this TIF Plan is to serve the public convenience and necessity by providing financial support for the Project. This TIF Plan will provide financing to install and construct the Infrastructure Improvements to serve the general public and the Project.

C. HEALTH AND WELFARE OF THE PUBLIC PROVIDED FOR: The Infrastructure Improvements will provide for the health and welfare of the public by providing for safe and adequate infrastructure for the use of the TIF District and the public. As pointed out in the *Traffic Impact Study—Supplement, Lamar County, Mississippi August 2024*, the proposed Infrastructure Improvements to US Highway 98 and Lamar Boulevard will reduce delay times and points of conflict and should create a safe alternative for traffic. The Project will increase the City and County's tax base and develop raw land currently not served by utilities into a modern mixed-use development and provide much needed road improvements to and on US Highway 98 and Lamar Boulevard to serve the public.

ARTICLE V
A STATEMENT INDICATING THE NEED AND PROPOSED USE OF THE TAX INCREMENT FINANCING PLAN IN RELATIONSHIP TO THE REDEVELOPMENT PLAN

The use of tax increment financing is an inducement that will result in the development of vacant and underdeveloped prime property in the City and the County. This TIF Plan will allow the implementation of tax increment financing as a financing mechanism for the installation and construction of Infrastructure Improvements necessary to induce development within the TIF District and serve the public who will utilize and benefit from the development of the Project.

ARTICLE VI
A STATEMENT CONTAINING THE COST ESTIMATE OF THE REDEVELOPMENT PROJECT, PROJECTED SOURCES OF REVENUE TO MEET THE COSTS, AND TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED

A. COST ESTIMATE OF REDEVELOPMENT PROJECT

1. The development of the Project will represent a private investment in excess of $43,000,000. The proceeds of the TIF Bonds will be used to pay the cost of constructing various Infrastructure Improvements, more particularly described in Article I, Section B.

2. The installation and construction of the Infrastructure Improvements will be undertaken to provide for the public convenience, health, and welfare and the success of the Project and will include improvements to US Highway 98 and Lamar Boulevard to assist with traffic flow and safety.

3. Proceeds of the TIF Bonds may also be used to fund capitalized interest and/or a debt service reserve fund as permitted under the TIF Act.

B. PROJECTED SOURCES OF REVENUE TO MEET COSTS

1. In addition to reimbursement from the proceeds of the TIF Bonds, the Developer will secure financing to install and construct the Infrastructure Improvements and other portions of the Project. To the extent portions of the Project are developed by third parties, those third parties will obtain private financing for that section of the Project.

2. The City will pledge the City Tax Increment, and the County will pledge the County Tax Increment to secure the TIF Bonds. Projections as of the date of this TIF Plan on the Tax Increment are set forth below:

Entity	Millage	Taxes Paid in 2024	After Project Completion	Increment
City Ad Valorem	53.13	$12,843	$220,019	$207,177
County Ad Valorem	54.35	$12,181	$225,072	$212,890
School District Ad Valorem*	62.28	$14,641	$257,911	$243,269
TOTALS:	**169.76**	**$39,665**	**$703,002**	**$663,336**

C. TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED: The City may issue not to exceed in principal amount of $2,000,000 in TIF Bonds in one or more tax-exempt or taxable series. To secure the TIF Bonds, the City and the County will pledge the y Tax Increment. The amount and timing of the issuance of the TIF Bonds shall be determined solely by the City and pursuant to further proceedings of the City and all in accordance with the Development Agreement and the Interlocal Agreement.

ARTICLE VII
REAL PROPERTY TO BE INCLUDED IN TAX INCREMENT FINANCING DISTRICT

A. PARCEL NUMBERS FOR THE TIF DISTRICT: The real property to be included in the TIF District from which the ad valorem real and personal property tax revenues will be generated to finance the TIF Bonds is described below, and in the map attached hereto as Exhibit A. The below True and Assessed Values were obtained from the Lamar County Tax Assessor's office.

Owner	Parcel	Total Value	Total Assessed	City	County	School	Total
				53.13	54.35	62.28	169.76
Graham Dev	052Q-10-044.002	$132,420	$19,863	$1,055	$997	$1,202	$3,254
Graham Dev	052Q-10-044.000	$501,770	$75,266	$3,999	$3,778	$4,554	$12,331
Graham Dev	055B-15-001.000	$77,600	$11,640	$618	$634	$725	$1,977
Southern Development	052Q-10-044.005	$301,870	$45,281	$2,408	$2,273	$2,740	$7,420
Vaquero Ventures W Hattiesburg LP	052Q-10-044.004	$535,140	$80,271	$4,266	$4,030	$4,856	$13,152
Cronin Properties LLC	052Q-10-044.003	$62,290	$9,344	$496	$469	$565	$1,531
		$1,611,090	**$241,665**	**$12,843**	**$12,181**	**$14,641**	**$39,665**

ARTICLE VIII
DURATION OF THE TAX INCREMENT FINANCING PLAN'S EXISTENCE

This TIF Plan shall remain in effect and existence from its approval and so long as there are TIF Bonds outstanding.

ARTICLE IX
ESTIMATED IMPACT OF TAX INCREMENT FINANCING PLAN UPON THE REVENUES OF ALL TAXING JURISDICTIONS IN WHICH A REDEVELOPMENT PROJECT IS LOCATED

A. **AD VALOREM TAX INCREASES:** The construction and full operation of the Project will generate significant ad valorem tax revenues for the City, the County, and the School District. The following estimates for real property taxes for the TIF District are based on an assumed combined true value of $25,244,052 and represent projected ad valorem tax revenues after the Project has been completed.

Entity	Millage	Taxes Paid in 2024	After Project Completion	Increment
City Ad Valorem	53.13	$12,843	$220,019	$207,177
County Ad Valorem	54.35	$12,181	$225,072	$212,890
School District Ad Valorem*	62.28	$14,641	$257,911	$243,269
TOTALS:	**169.76**	**$39,665**	**$703,002**	**$663,336**

*** School District taxes are not eligible for use and are included for informational purposes only.**

B. **RETAIL SALES:** The Project will generate approximately $38,000,000 in sales annually, generating an annual sales tax rebate of $493,105 for the City.

C. **SPECIAL TAXES:** It is projected that the completed Project will generate $150,320 annually from the City's 2% Convention Promotion Tax and $75,160 annually from the City's 1%

Tourism Parks and Recreation Tax.

ARTICLE X

A STATEMENT REQUIRING THAT A SEPARATE FUND BE ESTABLISHED TO RECEIVE AD VALOREM TAXES, SALES TAX REBATES, AND THE PROCEEDS OF ANY OTHER FINANCIAL ASSISTANCE

A separate fund entitled the "Tax Increment Bond Fund: The Hattiesburg Marketplace" shall be established by the City to receive ad valorem taxes and any other funds remitted in connection with this TIF Plan.

ARTICLE XI

THE GOVERNING BODY OF THE CITY SHALL BY RESOLUTION FROM TIME TO TIME, DETERMINE (i) THE DIVISION OF AD VALOREM TAX RECEIPTS, IF ANY, THAT MAY BE USED TO PAY FOR THE COST OF ALL OR ANY PART OF A REDEVELOPMENT PROJECT; (ii) THE DURATION OF TIME IN WHICH SUCH TAXES MAY BE USED FOR SUCH PURPOSES; (iii) IF THE GOVERNING BODY SHALL ISSUE BONDS FOR SUCH REDEVELOPMENT PROJECT; AND (iv) SUCH OTHER RESTRICTIONS, RULES AND REGULATIONS AS IN THE SOLE DISCRETION OF THE GOVERNING BODY OF THE CITY SHALL BE NECESSARY IN ORDER TO PROMOTE AND PROTECT THE PUBLIC INTEREST.

Through the adoption of this TIF Plan, the Governing Body of the City acknowledges the above and shall adopt the necessary resolutions when deemed necessary and appropriate for the implementation of this TIF Plan and in accordance with the Act, the Interlocal Agreement and the Development Agreement.

ARTICLE XII
PLAN OF FINANCING

A. **SECURITY FOR THE TIF BONDS:** This TIF Plan provides that the City may issue in one or more taxable or tax-exempt series in an amount not to exceed a principal amount of Two Million Dollars ($2,000,000) in TIF Bonds, which TIF Bonds will be secured by the pledge of the Tax Increment.

B. **FURTHER PROCEEDINGS OF THE CITY:** In its sole discretion, the City shall take such further actions as required for the implementation of this TIF Plan.

C. **AMOUNT AND TIMING OF ISSUANCE:** The amount and timing of the issuance of any TIF Bonds shall be determined solely by the City and pursuant to further proceedings of the City. The total principal amount of the TIF Bonds shall not exceed $2,000,000, may be issued in one or more tax-exempt or taxable series and shall have a term of not to exceed fifteen (15) years.

EXHIBIT A

TIF DISTRICT

TO FOLLOW

HATTIESBURG MARKET PLACE
(LOTS 3, 4, & 5)

PART OF THE SE ¼ OF THE SW ¼ OF SECTION 10
AND THE NE ¼ OF THE NW ¼ OF SECTION 15,
TOWNSHIP 4 NORTH, RANGE 14 WEST
CITY OF HATTIESBURG
LAMAR COUNTY, MISSISSIPPI

LOT 3 - 1.154 ACRES±
LOT 4 - 6.00 ACRES±
LOT 5 - 4.811 ACRES±
TOTAL - 11.965 ACRES±

SURVEY REFERENCE POINT 1
SPC ZONE: MISSISSIPPI EAST 2301
DATUM: NAD 83 / NAVD 88
CONVERGENCE ANGLE: -0°17'22.39"
COMBINED FACTOR: 0.999969353624
NORTHING: 661412.782'
EASTING: 810292.994'
LAT: 31°19'02.62"
LONG: 89°23'25.41"

SURVEY REFERENCE POINT 2
SPC ZONE: MISSISSIPPI EAST 2301
DATUM: NAD 83 / NAVD 88
CONVERGENCE ANGLE: -0°17'28.60"
COMBINED FACTOR: 0.999970491104
NORTHING: 660758.804'
EASTING: 809243.841'
LAT: 31°18'56.09"
LONG: 89°23'37.47"

OWNER AND PROPERTY INFORMATION:

GRAHAM DEVELOPMENT, LLC/THE FIRST AS THE LENDER

PARENT PARCELS - 11.965 ACRES±

SURVEY CLASS B

BEARINGS ORIENTED BY: GPS (GRID NORTH)

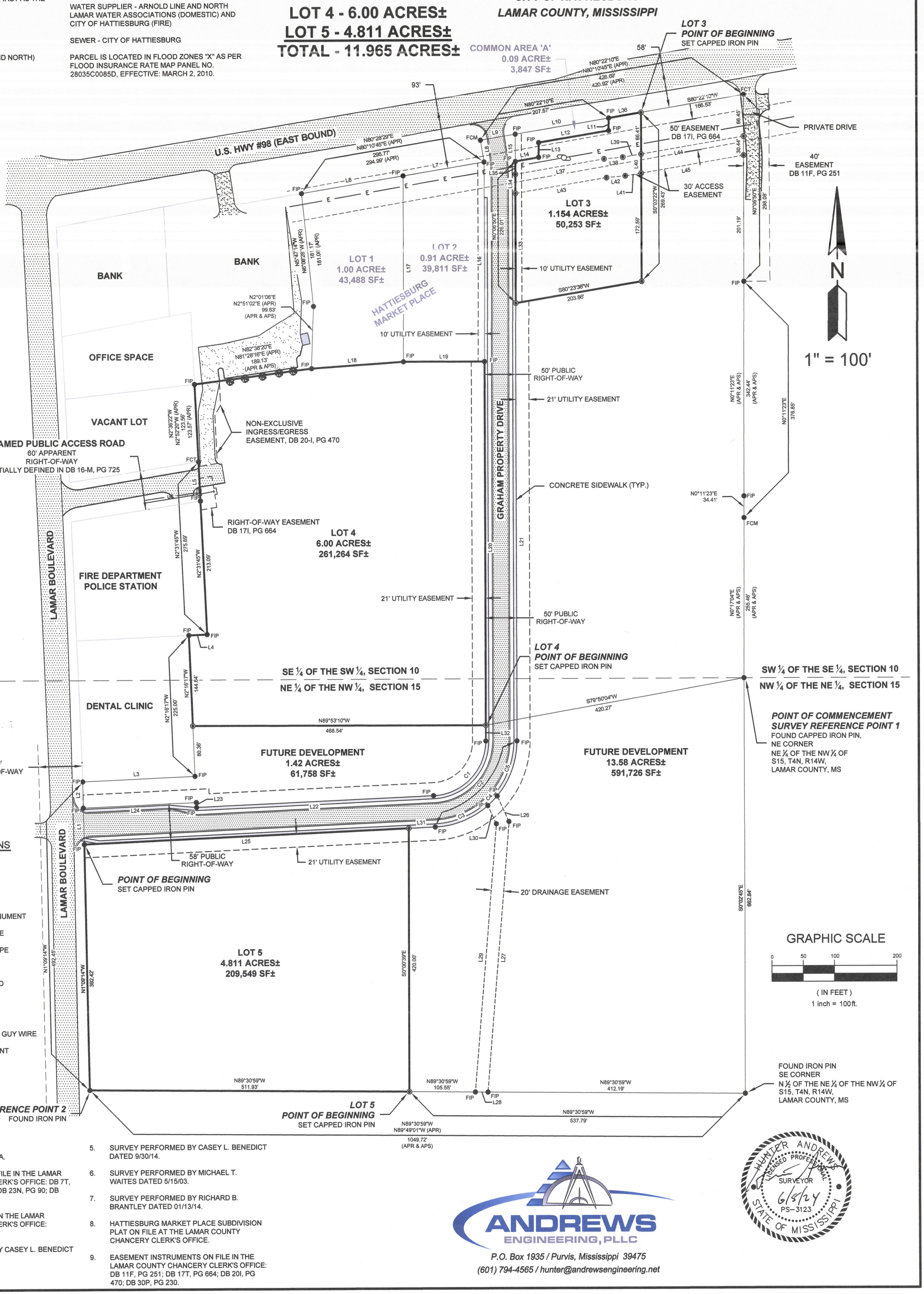
DATE OF FIELD SURVEY:
PARENT PARCEL 06/20/23

SUBDIVISION SURVEYOR: ANDREWS ENGINEERING, PLLC

WATER SUPPLIER - ARNOLD LINE AND NORTH LAMAR WATER ASSOCIATIONS (DOMESTIC) AND CITY OF HATTIESBURG (FIRE)

SEWER - CITY OF HATTIESBURG

PARCEL IS LOCATED IN FLOOD ZONES "X" AS PER FLOOD INSURANCE RATE MAP PANEL NO. 28035C0085D, EFFECTIVE: MARCH 2, 2010.



LEGEND & ABBREVIATIONS

APR - AS PER RECORD
APS - AS PER SURVEY
FIP - FOUND IRON PIN
FCM - FOUND CONCRETE MONUMENT
FCS - FOUND COTTON SPINDLE
FCT - FOUND CRIMPED TOP PIPE
SIP - SET CAPPED IRON PIN
MONUMENT FOUND
MONUMENT SET
E — POWER LINE
UTILITY POLE AND GUY WIRE
ASPHALT PAVEMENT
CONCRETE
TREE

GRAPHIC SCALE
0 50 100 200
(IN FEET)
1 inch = 100ft.

REFERENCE MATERIAL:

1. TAX MAPS AND TAX DATA.
2. WARRANTY DEEDS ON FILE IN THE LAMAR COUNTY CHANCERY CLERK'S OFFICE: DB 7T, PG 232; DB 16J, PG 679; DB 23N, PG 90; DB 16M, PG 725.
3. STREET DEED ON FILE IN THE LAMAR COUNTY CHANCERY CLERK'S OFFICE: DB 16M, PG 727.
4. SURVEY PERFORMED BY CASEY L. BENEDICT DATED 8/4/17.
5. SURVEY PERFORMED BY CASEY L. BENEDICT DATED 9/30/14.
6. SURVEY PERFORMED BY MICHAEL T. WAITES DATED 5/15/03.
7. SURVEY PERFORMED BY RICHARD B. BRANTLEY DATED 01/13/14.
8. HATTIESBURG MARKET PLACE SUBDIVISION PLAT ON FILE AT THE LAMAR COUNTY CHANCERY CLERK'S OFFICE.
9. EASEMENT INSTRUMENTS ON FILE IN THE LAMAR COUNTY CHANCERY CLERK'S OFFICE: DB 11F, PG 251; DB 17T, PG 664; DB 20I, PG 470; DB 30P, PG 230.

ANDREWS ENGINEERING, PLLC
P.O. Box 1935 / Purvis, Mississippi 39475
(601) 794-4565 / hunter@andrewsengineering.net

HUNTER ANDREWS
LICENSED PROFESSIONAL SURVEYOR
6/5/24
PS-3123
STATE OF MISSISSIPPI

HATTIESBURG MARKET PLACE
(LOTS 3, 4, & 5)

PART OF THE SE ¼ OF THE SW ¼ OF SECTION 10
AND THE NE ¼ OF THE NW ¼ OF SECTION 15,
TOWNSHIP 4 NORTH, RANGE 14 WEST
CITY OF HATTIESBURG
LAMAR COUNTY, MISSISSIPPI

OWNER'S CERTIFICATE:
State of Mississippi
County of Lamar

This is to certify that, I, the undersigned owner of the property shown hereon, hereby dedicate this plat to be known as Hattiesburg Market Place (Lots 3, 4, & 5). The undersigned has caused the same to be subdivided as shown and has signed and delivered this plat.

This the 5 day of June, 2024

By: _____
Jason Graham, Member
Graham Development, LLC
40 Deep South Lane
Purvis, MS 39475

ACKNOWLEDGMENT:
State of Mississippi
County of Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5th day of June 2024. Within my jurisdiction, the within named Jason Graham of Graham Development, LLC, who acknowledged that he executed the above and foregoing instrument, after first having been duly authorized by said corporations so to do.

My commission expires on: February 11, 2028
Vickie Smith Williamson
Notary Public

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 10466 VICKIE SMITH WILLIAMSON Commission Expires Feb. 11, 2028 LAMAR COUNTY

LENDER'S CERTIFICATE:
State of Mississippi
County of Lamar

This is to certify that, I, the undersigned lienholder of the property shown hereon, hereby dedicate this plat to be known as Hattiesburg Market Place (Lots 3, 4, & 5). The undersigned has caused the same to be subdivided as shown and has signed and delivered this plat.

This the 5th day of June, 2024

By: _____
Mackenzie Parker, Commercial Loan Officer, Vice President
The First Bank

ACKNOWLEDGMENT:
State of Mississippi
County of Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5th day of June 2024. Within my jurisdiction, the within named Mackenzie Parker, Vice President of The First Bank, who acknowledged that he executed the above and foregoing instrument, after first having been duly authorized by said corporations so to do.

My commission expires on: February 11, 2028
Vickie Smith Williamson
Notary Public

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 10466 VICKIE SMITH WILLIAMSON Commission Expires Feb. 11, 2028 LAMAR COUNTY

CITY APPROVAL AND ACCEPTANCE:
State of Mississippi
County of Lamar

Survey checked and approved by the City Engineer for the City of Hattiesburg on this, the 12th day of JUNE, 2024.

Mary E Berg
City Engineer

This subdivision is herein approved and accepted, and all improvements contained therein to be dedicated to the City of Hattiesburg are hereby accepted for the City of Hattiesburg on the, the 17th day of June, 2024.

City Clerk _____ Mayor _____

CITY OF HATTIESBURG Incorporated 1884 SEAL MISSISSIPPI

VERIFICATION:
State of Mississippi
County of Lamar

This is to certify that I, Hunter Andrews, a Mississippi Licensed Professional Land Surveyor, as maker of the map of Hattiesburg Market Place, have compared this the COPY with the DUPLICATE and the ORIGINAL and find the same to be exact copies of each other.

Hunter Andrews
Professional Land Surveyor / License # 3123

ACKNOWLEDGMENT:
State of Mississippi
County of Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5th day of June 2024. Within my jurisdiction, the within named Hunter Andrews, Professional Land Surveyor, who acknowledged that he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

My commission expires on: February 11, 2028
Vickie Smith Williamson
Notary Public

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 10466 VICKIE SMITH WILLIAMSON Commission Expires Feb. 11, 2028 LAMAR COUNTY

PLANNING DEPARTMENT CERTIFICATE:

Final approval of plat, this the 17th day of June, 2024.

Urban Developer Director
City of Hattiesburg

LEGAL DESCRIPTION - LOT 3:

A PARCEL OF LAND BEING PART OF THE SE ¼ OF THE SW ¼ OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 14 WEST, LAMAR COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: (BEARINGS ARE BASED ON GRID NORTH)

COMMENCING AT AN IRON PIN AT THE SE CORNER OF THE SE ¼ OF THE SW ¼ OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 14 WEST, LAMAR COUNTY, MISSISSIPPI; THENCE RUN N0°17'04"E ALONG THE EAST LINE OF SAID FORTY FOR 255.46" TO A CONCRETE MONUMENT; THENCE RUN N0°11'23"E ALONG THE EAST LINE OF SAID FORTY FOR 376.85' TO AN IRON PIN; THENCE RUN N0°06'50"E ALONG EAST LINE OF SAID FORTY FOR 298.08' TO A COTTON SPINDLE ON THE SOUTHERN RIGHT-OF-WAY OF U.S. HIGHWAY #98; THENCE RUN S80°22'10"W ALONG SAID RIGHT-OF-WAY FOR 166.53' TO A CAPPED IRON PIN FOR THE POINT OF BEGINNING; THENCE RUN S0°03'22"W FOR 269.43' TO A CAPPED IRON PIN; THENCE RUN S80°23'36"W FOR 203.86' TO A CAPPED IRON PIN ON THE EAST RIGHT-OF-WAY OF GRAHAM PROPERTY DRIVE; THENCE RUN N0°06'50"E ALONG SAID RIGHT-OF-WAY FOR 226.01' TO A CAPPED IRON PIN; THENCE RUN N80°22'10"E FOR 37.92' TO A CAPPED IRON PIN; THENCE RUN N00°06'50"E FOR 23.40' TO A CAPPED IRON PIN; THENCE RUN N80°22'10"E FOR 113.08' TO A CAPPED IRON PIN; THENCE RUN N00°06'50"E FOR 20.00' TO A CAPPED IRON PIN ON THE SOUTHERN RIGHT-OF-WAY OF U.S. HIGHWAY #98; THENCE RUN N80°22'10"E ALONG SAID RIGHT-OF-WAY FOR 52.60' BACK TO THE POINT OF BEGINNING; SAID PARCEL CONTAINS 1.154 ACRES (50,254 SF) MORE OR LESS.

LEGAL DESCRIPTION - LOT 4:

A PARCEL OF LAND BEING PART OF THE SE ¼ OF THE SW ¼ OF SECTION 10, AND THE NE ¼ OF THE NW ¼ OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 14 WEST, LAMAR COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: (BEARINGS ARE BASED ON GRID NORTH)

COMMENCING AT AN IRON PIN AT THE NE CORNER OF THE NE ¼ OF THE NW ¼ OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 14 WEST, LAMAR COUNTY, MISSISSIPPI; THENCE RUN S79°50'04"W FOR 420.27' TO A CAPPED IRON PIN ON THE WESTERN RIGHT-OF-WAY OF GRAHAM PROPERTY DRIVE FOR THE POINT OF BEGINNING; THENCE RUN N89°53'10"W FOR 468.54' TO A CAPPED IRON PIN; THENCE RUN N2°16'17"W FOR 144.64' TO AN IRON PIN; THENCE RUN N87°25'44"E FOR 29.37' TO AN IRON PIN; THENCE RUN N2°31'45"W FOR 275.69' TO A CRIMPED TOP PIPE; THENCE RUN N2°36'22"W FOR 123.56' TO AN IRON PIN; THENCE RUN N82°38'20"E FOR 189.13' TO AN IRON PIN; THENCE RUN N86°00'34"E FOR 147.31' TO AN IRON PIN; THENCE RUN S89°53'10"E FOR 129.35' TO AN IRON PIN ON THE WESTERN RIGHT-OF-WAY OF GRAHAM PROPERTY DRIVE; THENCE RUN S0°06'50"W ALONG SAID RIGHT-OF-WAY FOR 579.85' BACK TO THE POINT OF BEGINNING; SAID PARCEL CONTAINS 6.00 ACRES (261,264 SF) MORE OR LESS.

LEGAL DESCRIPTION - LOT 5:

A PARCEL OF LAND BEING PART OF THE NE ¼ OF THE NW ¼ OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 14 WEST, CITY OF HATTIESBURG, LAMAR COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: (BEARINGS ARE BASED ON GRID NORTH)

COMMENCING AT A CAPPED IRON PIN AT THE NE CORNER OF THE NE ¼ OF THE NW ¼ OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 14 WEST, LAMAR COUNTY, MISSISSIPPI; THENCE RUN S0°02'45"E ALONG THE EAST LINE OF THE SAID FORTY FOR 662.84' TO AN IRON PIN AT THE SE CORNER OF THE N ½ OF THE NE ¼ OF THE NW ¼ OF SECTION 15; THENCE RUN N89°30'59"W ALONG THE SOUTH LINE OF THE N ½ OF THE NE ¼ OF THE NW ¼ FOR 537.79' TO AN IRON PIN FOR THE POINT OF BEGINNING; THENCE RUN N89°30'59"W ALONG THE SOUTH LINE OF THE N ½ OF THE NE ¼ OF THE NW ¼ FOR 511.93' TO AN IRON PIN ON THE EASTERN RIGHT-OF-WAY OF LAMAR BOULEVARD; THENCE RUN N1°09'14"W ALONG SAID RIGHT-OF-WAY FOR 392.42' TO A CAPPED IRON PIN ON THE SOUTHERN RIGHT-OF-WAY OF GRAHAM PROPERTY DRIVE; THENCE RUN N87°25'44"E ALONG SAID RIGHT-OF-WAY FOR 520.26' TO A CAPPED IRON PIN; THENCE RUN S00°00'39"E FOR 420.00' BACK TO THE POINT OF BEGINNING; SAID PARCEL CONTAINS 4.811 ACRES (209,549 SF) MORE OR LESS.

NOTES:

1) IRON PINS ARE 1/2"Ø X 18" REBAR CAPPED WITH COA #366 UNLESS OTHERWISE NOTED.
2) RECORD SEARCH FOR EASEMENTS, RIGHTS-OF-WAY, ETC. AND TITLE OPINION NOT PERFORMED AS PART OF SURVEY.
3) ST. STEPHENS PRINCIPAL MERIDIAN.
4) STATE PLANE COORDINATES WERE DERIVED FROM THE GULF COAST GEOSPATIAL CENTER ON 6/20/23.

FILING CERTIFICATION BY CHANCERY CLERK:

I certify that this instrument was filed for record in my office on this the 17th day of June, 2024, in plat book 3, page 588 + 589 slide 652 + 653.

Chancery Clerk

CHANCERY CLERK OF LAMAR COUNTY, MS IN GOD WE TRUST

SURVEYOR'S CERTIFICATE:
State of Mississippi
County of Lamar

This is to certify that I have surveyed the land shown on this plat and fully described on this plat and have subdivided the same with lots according to the requirements of the County and the subdivision laws of the State of Mississippi governing surveying, dividing and mapping the land and that the plat hereon is a correct representation of the said survey and subdivision, and that all monuments indicated thereon actually exist and their location, size and materials are correctly shown.

This the 5TH day of JUNE, 2024.

Hunter Andrews
Professional Land Surveyor / License # 3123

HUNTER ANDREWS LICENSED PROFESSIONAL SURVEYOR 6/5/24 PS-3123 STATE OF MISSISSIPPI

ANDREWS ENGINEERING, PLLC
P.O. Box 1935 / Purvis, Mississippi 39475
(601) 794-4565 / hunter@andrewsengineering.net

PARCEL CURVE DATA					
SEGMENT	LENGTH	RADIUS	DELTA	CHORD	CHORD DIRECTION
C1	133.34'	87.50'	87°18'54"	120.81'	N43°46'17"E
C2	209.54'	137.49'	87°19'21"	189.84'	S43°46'17"W
C3	92.60'	137.49'	38°35'24"	90.86'	N68°08'16"E
C4	21.42'	137.49'	8°55'35"	21.40'	N44°22'46"E
C5	95.52'	137.49'	39°48'22"	93.61'	N20°00'48"E

PARCEL LINE DATA		
SEGMENT	LENGTH	DIRECTION
L1	58.02'	N1°09'14"W
L2	42.01'	N1°09'14"W
L3	180.22'	N87°25'44"E
L4	29.37'	N87°25'44"E
L5	62.60'	N2°31'45"W
L6	164.57'	N80°28'29"E
L7	131.20'	N80°28'29"E
L8	35.03'	N9°20'05"W
L9	56.57'	N80°22'10"E
L10	151.00'	N80°22'10"E
L11	20.00'	N0°06'50"E
L12	113.08'	N80°22'10"E
L13	23.40'	N0°06'50"E
L14	37.92'	N80°22'10"E
L15	43.37'	N0°06'50"E

PARCEL LINE DATA		
SEGMENT	LENGTH	DIRECTION
L16	318.77'	S0°06'50"W
L17	296.80'	S0°06'50"W
L18	147.31'	N86°00'34"E
L19	129.35'	S89°53'10"E
L20	579.85'	S0°06'50"W
L21	698.40'	S0°06'50"W
L22	379.87'	S87°25'44"W
L23	8.00'	S2°34'16"E
L24	181.26'	S87°25'44"W
L25	520.26'	N87°25'44"E
L26	44.76'	S24°47'31"E
L27	432.84'	S4°35'31"W
L28	20.05'	N89°30'59"W
L29	429.04'	S4°35'31"W
L30	31.91'	S24°47'31"E

PARCEL LINE DATA		
SEGMENT	LENGTH	DIRECTION
L31	42.31'	N87°25'44"E
L32	25.04'	S0°06'50"W
L33	175.09'	N0°06'50"E
L34	30.44'	N0°06'50"E
L35	20.48'	N0°06'50"E
L36	52.60'	N80°22'10"E
L37	143.39'	S80°22'39"W
L38	30.11'	S85°08'24"W
L39	29.83'	S80°22'39"W
L40	30.43'	N0°03'22"E
L41	25.96'	N80°22'39"E
L42	30.11'	N85°08'24"E
L43	147.29'	N80°22'39"E
L44	166.46'	S80°22'39"W
L45	166.42'	N80°22'39"E

EXHIBIT B
NOTICE OF PUBLIC HEARING TAX INCREMENT FINANCING PLAN

Notice is hereby given that the Mayor and City Council (the "Governing Body") of the City of Hattiesburg, Mississippi (the "City"), will hold a public hearing on December 16, 2024, at 4:00 o'clock p.m. at the regular meeting place of the Governing Body in the Council Room at City Hall, 200 Forrest Street, Hattiesburg, Mississippi, on the *Tax Increment Financing Plan for Hattiesburg Marketplace, City of Hattiesburg, Lamar County, Mississippi, November 2024* (the "TIF Plan"), for consideration by the Governing Body and requesting that the TIF Plan be approved in compliance with the Tax Increment Financing Redevelopment Plan, City of Hattiesburg, Mississippi 1998, as Amended and Restated November 2024 and further, to designate the Hattiesburg Marketplace Project described in the TIF Plan as appropriate for development and tax increment financing.

The general scope of the TIF Plan is a proposal that the City will establish a TIF District (as set forth in the TIF Plan) and issue tax increment financing bonds or notes (the "TIF Bonds"), in one or more series in a principal amount not to exceed Two Million Dollars ($2,000,000) to support the Hattiesburg Marketplace Project and to reimburse the Developer for eligible expenses incurred in the development and redevelopment of the TIF District, all as set forth in the TIF Plan and Section 21-45-1, et seq. of the Mississippi Code of 1972, as amended (the "TIF Act").

The TIF Bonds shall be secured by the City's pledge of all the incremental increase in ad valorem tax revenues generated by real and personal property constituting and located within the TIF District as described in the TIF Plan. The TIF Bonds will never be a general obligation of the City, will not be secured by the full faith, credit, and taxing power of the City, and will not create any other pecuniary liability on the part of the City, other than the pledge of the incremental increase in the ad valorem taxes set forth above. The TIF Bonds issued pursuant to the TIF Plan will be paid as hereinabove set forth and will not require an increase in any kind or type of taxes within the City.

Copies of TIF Plan and the Redevelopment Plan are available for examination in the office of the City Clerk in Hattiesburg, Mississippi.

This hearing is being called and conducted, and the TIF Plan has been prepared as authorized and required by the TIF Act.

Witness my signature and seal, this the __ day of November, 2024.

_____
Council Clerk
(SEAL)

Publish One (1) Time in The Pinebelt News on December 5, 2024.

Send Proof of Publication and Invoice to: Ronda Kennedy, Council Clerk
rkennedy@hattiesburgms.com

Send Copy of Proof of Publication to: Christiana Sugg
christiana@gourasandassociates.com

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 19, 2024**

Re: **Adopt a Resolution authorizing the revised obligation of ARPA funds for MCWI Project # 589-2-SW-5.6 and Authorize the Mayor to execute all necessary agreements for related purposes.**
File Number: 2024-672
Minute Book #

Summary
Adopt a Resolution authorizing the revised obligation of a portion of funds received from the U.S. Department of Treasury under the American Rescue Plan Act ("ARPA) for Mississippi Municipality & County Water Infrastructure Grant Program ("MCWI") Project # 589-2-SW-5.6; and Authorize the Mayor to execute all necessary agreements, including construction contracts, for related purposes.

Recommendation Statement
I recommend approval of this item.

Please place this on the November 19, 2024 City Council meeting for consideration.

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF HATTIESBURG APPROVING THE REVISED OBLIGATION OF THE CITY'S ARPA FUNDS FOR THE LINCOLN ROAD STORMWATER RETENTION FACILITY (PHASE II); AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT FOR THE SAME; AND FOR RELATED PURPOSES

WHEREAS, the American Rescue Plan Act, through the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund (together, "ARPA"), allotted approximately $350 billion to assist state, local, tribal and territory governments in responding to COVID-19, and the City of Hattiesburg, Mississippi ("City") has received a total of $12,875,821 from ARPA ("Funds"); and

WHEREAS, the United States Department of Treasury has established a final rule implementing ARPA as effective April 1, 2022, FAQ's and related guidance, as amended from time to time ("Guidance"), setting forth specific requirements for utilizing the funds, including the eligible uses thereof, received under ARPA; and

WHEREAS, on August 22, 2023, the Mayor and City Council ("Governing Body") of the City adopted Resolution # 2023-108 ("Resolution") authorizing the Subgrant Agreement ("Agreement") by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure Grant Program ("MCWI") for Project #589-2-SW-5.6: Lincoln Road Stormwater Retention Facility ("Project") and authorized procurement of the Project;

WHEREAS, the City subsequently decided to break the Project into two phases: Phase I - Construction of the 15-acre detention pond and Phase II: Drainage improvements to the tributary ("Phase II of the Project");

WHEREAS, the City advertised for bids for Phase II the Project in accordance with Miss. Code Ann. § 31-7-13 and its Uniform Guidance Policy for American Rescue Plan Fiscal Recovery Funds for the City of Hattiesburg, Mississippi, a copy of such proof of publication and posting to MPTAP for MB/WBE compliance is attached hereto as **Exhibit A**;

WHEREAS, the bid specs for Phase II of the Project, including the form of the construction contract ("Construction Contract"), are attached hereto as **Exhibit B;**

WHEREAS, the City has received bids for Phase II of the Project, and a copy of such bid tabulation sheet is attached as **Exhibit C**;

WHEREAS, upon review of the bids, the City desires to award the bid for Phase II of the Project to Glynn W. Leonard, Inc. ("Leonard") as the lowest and best bid in the amount of $1,258,294.50, with a copy of such bid being attached hereto as **Exhibit D**;

WHEREAS, the City submitted a modification request to MDEQ to change the MCWI grant funds approved in the Agreement ("Modification") as evidenced by **Exhibit E** attached hereto;

WHEREAS, the City desires to enter into the Construction Contract with Leonard to construct Phase II of the Project, the form of which is included in Exhibit B;

WHEREAS, under the Agreement approved by the Resolution and the Modification thereto,

MCWI will provide $629,147.25 to the City under the MCWI program for Phase II of the Project, and the City desires to allocate the remaining balance of $629,147.25 under the Construction Contract utilizing its ARPA Funds as its match requirement for the MCWI funds awarded by MDEQ, all as under the provision of government services as loss revenues or the "water, sewer, and broadband eligible use category," as allowed by ARPA and its Guidance; and

WHEREAS, the City now desires to enter into the Construction Contract and authorize the requisite officials to move forward with Leonard constructing Phase II of the Project.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City as follows:

1. Leonard is hereby awarded the bid for Phase II of the Project.
2. Phase II of the Project is an eligible use under ARPA's revenue loss category for the provision of government services and/or ARPA's water, sewer, and broadband eligible use category.
3. Phase II of the Project shall be funded utilizing $629,147.25 granted to the City as a reimbursement under the MCWI program per the Agreement and Modification, and the remaining $628,147.25 utilizing the City's ARPA Funds.
4. That the Mayor is hereby authorized to execute the Construction Contract with Leonard, the form of which is attached hereto in Exhibit B and incorporated in full herein.

Following the reading of the foregoing Resolution, Councilperson _____made the motion and Councilperson _____seconded the motion, and the question being put to a roll call vote, the result was taken as follows:

Councilperson Jeffrey George	voted: ____
Councilperson Deborah Delgado	voted: ____
Councilperson Carter Carroll	voted: ____
Councilperson Dave Ware	voted: ____
Councilperson Nicholas Brown	voted: ____

The motion having received the affirmative vote of a majority of the members present, the President of the Governing Body, acting for and on behalf of the City, declared the motion carried and the resolution adopted, on this the _____day of 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 ___day of _____, 2024.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

EXHIBIT A

PROOF OF PUBLICATION AND MPTAP POSTING

Shannon McConnell

From: Agency Bid Bank <agencybidbank@mississippi.org>
Sent: Wednesday, June 12, 2024 4:51 PM
To: Shannon McConnell
Subject: MPTAP Bid Submission -- 06/12/2024 04:50 PM

Thank you for your bid submission on 06/12/2024 04:50 PM.

Please Keep this Confirmation for your Records

User: smcconnell@sd-w.com (Shannon McConnell)
Agency: Shows, Dearman and Waits, Inc.
Division:

Bid Number: 10763-20240612164502
Alternate Bid Number (if applicable): 12237.001
Bid Due Date and Time: 7/18/2024 10:00:00 AM
NIGP Number: 91377
NIGP Description: Construction Services, Heavy, Maint. & Repair, Pipe Culvert
Major Procurement Category: CONSTRUCTION
Sub Procurement Category: CONSTRUCTION - SERVICES
Pre-Bid Conference: False
Pre-Bid Conference Date and Time: N/A
Pre-Bid Description (if applicable): N/A
Bid Description: 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
File attached: True
File Attachment Generated File Name: 10763-20240612164502.pdf
File Attachment Description (if applicable): ADVERTISEMENT FOR BIDS: INNSWOOD DRAINAGE IMPROVEMENTS PHASE I HATTIESBURG, MISSISSIPPI

Thank you for your bid submission. Your bid has been registered with our system, and the MPTAP administrator has been notified of your bid.

Confidentiality Note: The Mississippi Development Authority (MDA) is committed to ensuring complete confidentiality of information for our customers. To this end, the information contained in this e-mail and/or document(s) attached is for the exclusive use by the individual named above and/or their organization and may contain confidential, privileged and non-disclosable information. If you are not the intended recipient, please refrain from reading, photocopying, distributing or otherwise using this e-mail or its contents in any way. If you have received this transmission in error, please notify me immediately. (MDA-2012)

Hattiesburg Publishing, Inc.

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

Proof of Publication

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

Total # of Words: 257 Published 2 times

Date 1st Published: June 13 Amt: 30.84

Date 2nd Published: June 20 Amt: 25.70

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 56.54

Proof of Publication Fee: 3.00

TOTAL: 59.54

(signed) Natasha McLeod
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 20 day of June, 2024, a Notary Public in and for the County of Lamar, State of Mississippi:

(signed) Amanda E Strange

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 358460 AMANDA E. STRANGE Commission Expires June 21, 2027 FORREST COUNTY

FOR OFFICE USE ONLY:

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

ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, MISSISSIPPI, will receive sealed bids until 10:00 AM on 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
Published June 13 & 20, 2024

EXHIBIT B

BID SPECS AND FORM OF CONSTRUCTION CONTRACT

Engineering Progress

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

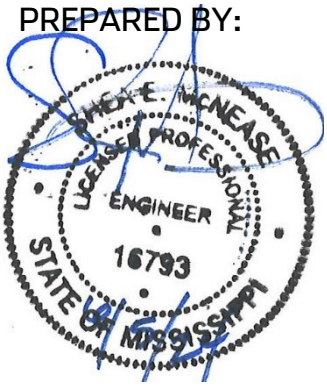
INNSWOOD DRAINAGE IMPROVEMENTS PHASE I

FOR THE

CITY OF HATTIESBURG

JUNE 2024

PREPARED BY:

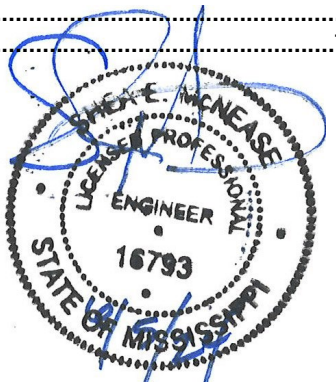


SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

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

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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 and2 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 of2 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 of 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, l\1BE/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;

1. 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;

I. 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, _____ , certifies the above Attachment B, Subaward Terms and Conditions for Contracted Parties.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
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, _____ , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Contractor's Employer Identification Number (EIN)

_____
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

   a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

_____

Business Name

By _____

Name and Title of Authorized Representative

_____

Signature of Authorized Representative

_____

Date

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 a 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

Page	Subsection	Change
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.

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 109.01on 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,

_____

Bidding Company

_____

Authorized by:

_____

_____

ADDRESS

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		
3	REMOVAL OF CONCRETE DRIVEWAYS, ALL DEPTHS	SY	27		
4	REMOVAL OF CURB AND GUTTER, ALL TYPES	LF	415		
5	REMOVAL OF PIPE, 8" AND ABOVE	LF	28		
6	REMOVAL OF BOX CULVERT	LF	167		
7	REMOVAL OF CURB INLETS	EA	3		
8	REMOVAL OF CONCRETE PAVED DITCH	SY	247		
9	UNCLASSIFIED EXCAVATION, AH, LVM	CY	755		
10	EXCESS EXCAVATION, LVM, AH	CY	165		
11	SOLID SODDING, CENTIPEDE	SY	450		
12	CONCRETE PAVED DITCH	CY	35		
13	TEMPORARY SILT FENCE	LF	1,000		
14	WATTLES, 20"	LF	500		
15	CRUSHED STONE BASE, SIZE 610	TON	270		
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 STUCTURES	CY	5		
20	CLASS B STRUCTURAL CONCRETE	CY	387		
21	REINFORCING STEEL	LB	48,515		
22	18" REINFORCED CONCRETE PIPE, RUBBER TYPE GASKETS	LF	60		

23	CASTINGS	LB	158		
24	GRATINGS	LB	400		
25	15" BRANCH CONNECTIONS, STUB INTO BOX CULVERT	EA	2		
26	18" BRANCH CONNECTIONS, STUB INTO BOX CULVERT	EA	3		
27	CONCRETE DRIVEWAY WITHOUT REINFORCEMENT	SY	27		
28	COMBINATION CONCRETE CURB AND GUTTER	SY	418		
29	MAINTENANCE OF TRAFFIC	LS	1		
30	GROUTED RIPRAP	SY	178		
31	MOBILIZATION	LS	1		
				TOTAL:	

Bid Respectfully Submitted, Name of Firm or Bidder: _____

BID BOND

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

Signed, this _____ day of _____, 20_____.

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

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:

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 **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)

_____
PRINCIPAL

WITNESSES:

_____

_____ _____
ADDRESS

_____

_____
Name of person executing for Principal

_____
TITLE

_____
SURETY

_____

WITNESSES: _____
ADDRESS

_____

_____ _____
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 shows on the plans will not vary during actual construction of the contract. The CONTRACTOR further acknowledges the possibility of variation of quantities, shall be precluded from claiming in the construction of the project, and the CONTRACTOR shall not claim deception or misunderstanding because of any variation in quantities, location, character of work, or any other condition. Payment will be made only for actual quantities of work performed and accepted.

The OWNER makes no guarantees regarding the character or extent of water levels, soil, rock, utilities, or any other subsurface condition the BIDDER may encounter during work. The OWNER requires BIDDERS to make their own evaluation of subsurface soil conditions and to determine how these conditions may affect methods of construction

CONTRACTOR'S PRE-BID REPRESENTATIONS:

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

performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

COMMENCEMENT OF CONTRACT TIME:

2.5 The Contract Time will commence to run in accordance with the Notice to Proceed.

STARTING THE PROJECT:

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

BEFORE STARTING CONSTRUCTION:

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications. CONTRACTOR shall pot-hole existing utilities to ascertain exact location throughout the entire project. CONTRACTOR shall notify the ENGINEER any such locations of utilities which will prevent the work from being performed as designed, any work performed in which conflicts with an existing utility shall be remedied by the CONTRACTOR at his sole expense.

SCHEDULE OF COMPLETION:

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

2.9 At a time deemed appropriate by the OWNER to but before starting the Work at the site, a preconstruction conference may be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and for

processing Applications for Payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the OWNER or his representative, ENGINEER, Resident Project Representatives, CONTRACTOR and his Superintendent.

QUALIFICATION OF SUBCONTRACTORS MATERIALMEN AND SUPPLIERS:

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

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

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

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

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

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

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

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

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

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

Availability of Lands

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

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

Subsurface Conditions:

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

Differing Site Conditions

4.4 (a) The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the OWNER in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical

conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The OWNER shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

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

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

ARTICLE 5 - BONDS AND INSURANCE:

Performance and Payment Bonds:

5.1 The contractor's attention is directed to the Information for Bidders and Supplement to General Conditions.

Contractor's Liability Insurance:

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

5.3 The CONTRACTOR agrees that if any part of the Work under the contract is sublet, he will require the Subcontractor(s) to carry insurance as required, and that he will require the Subcontractor(s) to furnish to him insurance certificates similar to those required by the OWNER in 5.1 and 5.2 above.

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

Owner's Liability Insurance

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

Fire and Extended Coverage Insurance (Builders' Risk):

5.5 The CONTRACTOR shall maintain, as applicable, in an Insurance Company or Insurance Companies acceptable to the OWNER, Fire, Extended Coverage and Vandalism & Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract. The amount of insurance should at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all Subcontractors performing work.

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

Cancellation and Re-Insurance:

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

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES:

Supervision and Superintendence:

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

Labor, Materials and Equipment:

6.2 The CONTRACTOR will provide competent, suitably qualified personnel to

survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

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

6.4 All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

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

Materials, Equipment, Products and Substitutions:

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

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

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

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

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

6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

Concerning Subcontractors:

6.7 The CONTRACTOR will not employ any Subcontractor, other person or organization of the types referred to in paragraph 2.10 (whether initially or as a substitute) against whom the OWNER or the ENGINEER may have reasonable objection, not will the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. The CONTRACTOR will not make any substitution for any Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.

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

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

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

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

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

6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

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

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

Patent Fees and Royalties:

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

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

Permits:

6.15 The CONTRACTOR will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the

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

Laws and Regulations:

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

Taxes:

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

Record Drawings:

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

Safety and Protection:

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

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

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

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

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

Emergencies:

6.21 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 & 12.

Shop Drawing and Samples:

6.22 After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9) three (3) copies (or at the ENGINEER'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.

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

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

6.25 The ENGINEER will review with reasonable promptness Shop Drawings and

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

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

6.27 The ENGINEER'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER'S attention to such deviation at the time of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

Cleaning Up:

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

6.29 Clean-up operations shall consistently be carried on by the CONTRACTOR at all times to keep the premises free from accumulation of waste materials and

rubbish. Upon completion of the Work he shall remove all rubbish, tools, scaffolding, surplus materials, etc., and shall leave his work "broom clean", or its equivalent, unless more exactly specified elsewhere in the Contract. The CONTRACTOR shall do the cleaning for all trades upon completion of the Work.

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

Public Convenience and Safety:

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

Sanitary Provisions:

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

Indemnification:

6.33 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable,

regardless of whether or not it is caused in part by a party indemnified hereunder.

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

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

Responsibility for Connecting to Existing Work:

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

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

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

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

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

Cooperation with Governmental Departments, Public Utilities, Etc:

6.38 The OWNER shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and

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

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

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

Use of Premises:

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

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

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

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

Protection of Existing Property Improvements:

6.40 Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings or structures (including portions thereof), trees,

and
shrubbery not indicated on the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project shall be restored to a condition equal to that existing at time of award of Contract.

Temporary Heat:

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

ARTICLE 7 - WORK BY OTHERS:

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

7.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other CONTRACTOR (or the OWNER), the CONTRACTOR will promptly report to the ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

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

7.4 If the performance of additional work by other contractors or the OWNER is not

noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the OWNER or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provide in Articles 11 and 12.

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

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

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

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

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

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

ARTICLE 8 - OWNER'S RESPONSIBILITIES:

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

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

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

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

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

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

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

8.8 The OWNER shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the ENGINEER may determine. See paragraph 14.11.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION:

Owner's Representative:

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

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

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

Visits to Site:

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

Clarifications and Interpretations:

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

Measurement of Quantities:

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

Rejecting Defective Work:

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

Shop Drawings, Change Orders and Payments:

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

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

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

Resident Project Representative:

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

Decisions on Disagreements:

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

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

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

Limitations on Engineer's Responsibilities:

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

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

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

ARTICLE 10 - CHANGES IN THE WORK:

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

10.2 The ENGINEER may authorize minor changes or alterations in the Work not

involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

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

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

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

ARTICLE 11 - CHANGE OF CONTRACT PRICE:

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

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

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

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

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

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

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

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

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

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents by application of unit prices to the quantities of the items involved.

11.3.2 By negotiated lump sum.

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

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

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

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

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

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

11.4.5 Supplemental costs including the following:

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

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

the property of CONTRACTOR.

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

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

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

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

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

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

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

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

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

in subparagraph 11.4.1 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

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

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR'S for delinquent payments.

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

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

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

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

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

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

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

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

11.9 Allowances: It is understood that the CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause

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

11.9.1 These allowances shall cover the cost to the CONTRACTOR less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

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

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

ARTICLE 12 - CHANGE OF THE CONTRACT TIME:

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

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

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

parties.

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

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

ARTICLE 13 - GUARANTY:

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

ARTICLE 14 - PAYMENTS AND COMPLETION:

Payments to Contractors:

14.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or revise the partial payment estimate provides the same to the CONTRACTOR indicating in writing his reasons for refusing or revising payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within forty-five (45) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR

a progress payment on the basis of the approved partial payment estimate. The OWNER may retain a portion of the amount otherwise due the CONTRACTOR. Except as State law otherwise provides, the amount the OWNER retains shall be limited to the following:

14.1.1 Withholding of not more than 5 percent of the payment claimed until work is 50 percent complete;

14.1.2 When Work is 50 percent complete, reduction of the withholding to 2.5 percent of the dollar value of all Work satisfactorily completed to date, provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding and the same is requested by the CONTRACTOR in writting;

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 exits. 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 if this Contract in amounts not less than the following:

Bodily injury liability in the amount of FIVE HUNDRED THOUSAND DOLLARS ($500,000) for each person and ONE MILLION DOLLARS ($1,000,000) for each accident and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS ($500,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total for aggregate limit of FIVE HUNDRED THOUSAND DOLLARS ($1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

The Comprehensive Public Liability and Property Damage policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

a. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.

b. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.

c. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.

C. CONTRACTOR'S Contingent or Protective Liability and Property Damage:

In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of $500,000/$1,000,000 for Public Liability Insurance and $500,000/$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.

D. Automotive Public Liability and Property Damage

The **CONTRACTOR** shall maintain automobile public liability insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS ($500,000) for injury to one person and ONE MILLION DOLLARS ($1,000,000) for one accident; and automobile property damage insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS ($500,000) for one accident to protect him from any and all claims arising from the use of the following:

a. **CONTRACTOR'S** own automobiles and trucks.

b. Hired automobiles and trucks.

c. Automobiles and trucks owned by Subcontractors.

The aforementioned is to cover use of automobiles and trucks on and off the site of the Project.

E. OWNER'S Protective Liability Policy

The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds in amounts not less than the following:

a. Bodily Injury in the amount of ONE MILLION DOLLARS ($1,000,000) for each person and ONE MILLION DOLLARS ($1,000,000) for each accident and property damage liability in the amount of FIVE HUNDRED THOUSAND DOLLARS ($500,000) for all damages arising out of an injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS ($1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

CLEANING UP

The CONTRACTOR shall, at all times, keep the premises free from accumulations of waste materials and at the completion of the work, be shall remove all his rubbish, tools, temporary buildings, etc. from and about the site and shall leave his work "broom" clean unless more exactly specified elsewhere. All glass shall be washed and left free from stains of any nature.

SPECIAL INSTRUCTIONS

LIMITATIONS

During construction, care is to be taken to prevent damage to the work in place. As soon as work is completed, all work is to be thoroughly cleaned. Before completion, all damaged work is to be repaired and left in perfect condition. The CONTRACTOR will be responsible for all clean up of the premises. All trash, etc. will be hauled away from the site, and the site left in a clean and neat condition. Alcoholic beverages of any type will not be permitted on job site.

PRODUCT/MATERIALS SUBSTITUTION

CONTRACTOR will submit prior to starting work on project any changes to materials specified. CONTRACTOR will submit all specification data, company name, and supplier of material that he wishes to substitute. All material will be evaluated. CONTRACTOR will be given approval/disapproval by OWNER. No substitutes will be taken into consideration after work has begun, no substitutes will be allowed if CONTRACTOR does not submit specification data within time allowed.

INSPECTION

All work covered by these specifications shall be subject to inspection by OWNER or his authorized representative. CONTRACTOR will coordinate with OWNER for inspections as required during construction, and furnish to the OWNER in writing a project schedule prior to mobilization of work at the job site.

SPECIFICATIONS AND DRAWINGS ARE RECIPROCAL

The specifications and drawings are intended mutually to explain each other and anything which is referred to in the specifications and not shown on the drawings shall be considered as being shown and mentioned and referred to in both of these documents. Such work shall be done and performed accordingly. Any drawing attached to this specification form is an integral part thereof and where such drawings, if any, differ from these specifications, the specifications shall govern.

AS-BUILT DRAWINGS

Occasionally, during the course of construction, modifications and changes may occur due to site conditions, unforeseen circumstances and problems encountered. This may result in a modification of construction as originally depicted on drawings. Contractor will furnish the OWNER a marked-up set of prints in red line of all changes and/or modifications that pertain to this contract. Drawings will be labeled. "AS-BUILT DRAWINGS".

GUARANTEES, WARRANTIES AND BONDS

1. All work will be guaranteed by the CONTRACTOR for a period of one (1) year from the date of substantial completion.
2. Wording for the notarized guarantee shall be as follows:
   "We hereby guarantee all work performed by us on the above captioned project to be free from defective materials and workmanship for a period of one (1) year, or such longer period of time as may be called for in the Contract Documents for such portions of the work."
3. Guarantee Compliance:
   Except as otherwise specified, all work shall be guaranteed by the CONTRACTOR and through him each sub-contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of substantial completion of the Contract. In case of work performed by his sub-contractors, the CONTRACTOR shall secure warranties from said sub-contractors and deliver copies of the same to the OWNER upon completion of the work. If, within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the OWNER'S opinion, are rendered necessary as the result of use of materials, equipment or workmanship which are inferior, defective or not in accordance with terms of the Contract: CONTRACTOR shall promptly upon receipt of OWNER'S written notice, and without expense of the OWNER;
   a. Place in satisfactory condition in every particular all such guaranteed work, correct all defects therein.
   b. Make good all damage to the building, site, equipment or building contents which in the OWNER'S opinion is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with terms of the Contract.
   c. Make good any work or material or the equipment and contents of building or site disturbed in fulfilling such guarantee.

   In any case where fulfilling the requirements of the Contract, or any guarantee embraced in or required thereby, the CONTRACTOR disturbs any work guaranteed under another's Contract, he shall restore such disturbed work to condition satisfactory to the OWNER and guarantee such restored work to the same extent as it was guaranteed under such other contract. If the CONTRACTOR, after notice, fails to proceed promptly to comply with terms of the guarantee, the OWNER may have the defects corrected and the CONTRACTOR and his surety shall be liable for all expense incurred. All special guarantees applicable to definite parts of the work

that may be stipulated in the specification or other Contract Documents shall be subject to the terms of this Specification Section during the first year of the life of such special guarantees. All guarantees and warranties shall be obtained in the OWNER'S name and evidence thereof shall be promptly delivered to the OWNER'S Representative for transfer to the OWNER.

CLOSE-OUT DOCUMENTS

In general documents for close out, to be submitted by the CONTRACTOR to the OWNER, prior to final payment, shall be; but not limited to the following:

1. APPLICATION FOR PAYMENT: AIA Document G-702
2. CERTIFICATE OF SUBSTANTIAL COMPLETION: AIA Document G-704
3. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS:
   AIA Documents G-706 and G-706A: The Contractor shall furnish these AIA Documents complete with attached notarized full release of liens, damages, and a guarantee that all materials and labor are paid in accordance with Contract Documents with the following wording:
   "WE HEREBY CERTIFY THAT ALL BILLS FOR LABOR AND MATERIALS INCORPORATED INTO THE ABOVE CAPTIONED PROJECT UNDER OUR CONTRACT HAVE BEEN PAID AND THAT THE OWNER IS RELEASED FROM ANY AND ALL CLAIMS AND/OR DAMAGES UNDER THIS CONTRACT."
4. CONSENT OF SURETY COMPANY TO FINAL PAYMENT: AIA Document G-707
   To be completed in full by the Bonding Company.
5. CONTRACTOR'S NOTARIZED STATEMENT:
   Notarized statement that project has been constructed in accordance with Contract Documents.
6. CONTRACTOR'S NOTARIZED STATEMENT OF GUARANTEE/S:
   All work will be guaranteed by the Contractor for a period of one (1) year from the date of substantial completion. Wording will be as follows:
   "WE HEREBY GUARANTEE ALL WORK PERFORMED BY US ON ABOVE CAPTIONED PROJECT TO BE FREE FROM DEFECTIVE MATERIALS AND WORKMENSHIP FOR A PERIOD OF ONE (1) YEAR, OR SUCH LONGER PERIOD OF TIM 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.

EXHIBIT C

BID TABULATION SHEET

BID TAB

September 19, 2024

Project: Innswood Drainage Improvements Phase I

Project No. 12237.001

OPC

Glynn W. Leonard, Inc
63 West Oakvale Rd.
Mount Olive, MS 39119

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

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:

EXHIBIT D

LEONARD BID

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

FILED
SEP 19 2024
BY [signature] CITY CLERK
DEPUTY CLERK

INNSWOOD DRAINAGE IMPROVEMENTS
PHASE I
HATTIESBURG, MS

Hattiesburg, MS City Hall
Hattiesburg, MS

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: _____

Title: President

GLYNN W. LEONARD, INCORPORATED
CORPORATE SEAL
EST. 1969
MISSISSIPPI

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: _____

Title: President

GLYNN W. LEONARD, INCORPORATED CORPORATE SEAL EST. 1969 MISSISSIPPI

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.

SHEA E. McNEASE LICENSED PROFESSIONAL ENGINEER 16793 STATE OF MISSISSIPPI

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: _____

Title: President

GLYNN W. LEONARD, INCORPORATED CORPORATE SEAL MISSISSIPPI EST. 1969

sdw
Engineering Progress

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

INNSWOOD DRAINAGE IMPROVEMENTS PHASE I

FOR THE

CITY OF HATTIESBURG

JUNE 2024

PREPARED BY:



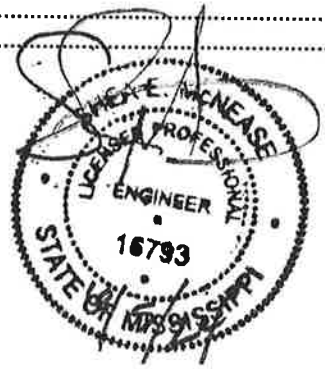
SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

#2

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

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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 and2 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 of2 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 of 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, M\1BE/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;

I. 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.

GLYNN W. LEONARD, INCORPORATED SEAL EST. 1969 MISSISSIPPI

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

GLYNN W. LEONARD, INCORPORATED CORPORATE SEAL EST. 1969 MISSISSIPPI

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, IN

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 a 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

Page	Subsection	Change
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.

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 109.01on 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, Inc.

Bidding Company

Lance Leonard

Authorized by:

63 West Oakvale Rd.

Mt. Olive, MS 39119

ADDRESS

GLYNN W. LEONARD, INCORPORATED CORPORATE SEAL EST. 1969 MISSISSIPPI

INNSWOOD DRAINAGE IMPROVEMENTS PHASE I

Item No.	Description	Unit	Quantity	Unit Price	Extension	
1	CLEARING AND GRUBBING	LS	1	$85000.00	85000.00	
2	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	SY	511	$12.50	6387.50	
3	REMOVAL OF CONCRETE DRIVEWAYS, ALL DEPTHS	SY	27	100.00	2700.00	
4	REMOVAL OF CURB AND GUTTER, ALL TYPES	LF	415	10.00	4150.00	
5	REMOVAL OF PIPE, 8" AND ABOVE	LF	28	50.00	1400.00	
6	REMOVAL OF BOX CULVERT	LF	167	120.00	20,040.00	
7	REMOVAL OF CURB INLETS	EA	3	1750.00	5250.00	
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	~~9450.00~~ 3465	
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	LL
17	19 mm, ST, ASPHALT PAVEMENT	TON	130	245.00	31,850.00	LL
18	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	SY	130	50.00	6,500.00	LL
19	CLASS B STRUCTURAL CONCRETE, MINOR STUCTURES	CY	5	3500.00	17,500.00	
20	CLASS B STRUCTURAL CONCRETE	CY	387	1,450.00	561,150.00	LL
21	REINFORCING STEEL	LB	48,515	2.00	97,030.00	
22	18" REINFORCED CONCRETE PIPE, RUBBER TYPE GASKETS	LF	60	54.00	3240.00	

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:	$ 1,258,295.00

1,258,294.50

Bid Respectfully Submitted, Name of Firm or Bidder: GLYNN W. LEONARD INC.

By: Lance Leonard

GLYNN W. LEONARD, INCORPORATED CORPORATE SEAL EST. 1969 MISSISSIPPI

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	4500.00
8	REMOVAL OF CONCRETE PAVED DITCH	SY	247	22.00	5434.00
9	UNCLASSIFIED EXCAVATION, AH, LVM	CY	755	35.00	26,425.00
10	EXCESS EXCAVATION, LVM, AH	CY	165	35.00	5775.00
11	SOLID SODDING, CENTIPEDE	SY	450	10.00	4500.00
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 STUCTURES	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	3.00	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	2,400 00
25	15" BRANCH CONNECTIONS, STUB INTO BOX CULVERT	EA	2	850 00	1,700 00
26	18" BRANCH CONNECTIONS, STUB INTO BOX CULVERT	EA	3	850 00	2,550 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.

GLYNN W. LEONARD, INCORPORATED CORPORATE SEAL EST. 1969 MISSISSIPPI

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.

Init.
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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**

GLYNN W. LEONARD, INCORPORATED CORPORATE SEAL EST. 1969 MISSISSIPPI

Glynn W Leonard Inc.
(Contractor as Principal) *(Seal)*

(Witness)

(Title)

West Bend Insurance Company
(Surety) *(Seal)*

(Witness)

(Title) **Kimberly Barhum, Attorney-In-Fact**

Init.

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WEST BEND®

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

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS.

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 is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

JULI BENEDUM NOTARY PUBLIC STATE OF WISCONSIN

Juli 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.

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS.

Christopher C. Zwygart
Christopher C. Zwygart
Secretary

1900 S 18th Avenue | West Bend, WI 53095 | Phone: (800) 236-5010 | Fax: (877) 674-2663 | www.thesilverlining.com

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:

(Printed Name & Title)

ATTEST

CONTRACTOR:

GLYNN W. LEONARD, INCORPORATED CORPORATE SEAL SEAL EST. 1969 MISSISSIPPI

Glynn W. Leonard

President

ATTEST

IMPORTANT NOTE: Surety companies executing bonds must appear on the US Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

EXHIBIT E

MCWI MODIFICATION SUBMISSION

90552513.v1

Request to Modify MCWI Application or Sub-Award Agreement

This form should be used when the Subrecipient determines that a modification to their MCWI Grant Application or executed Sub-Award Agreement is needed. The common reasons that modifications are requested are: (1) Project Name; (2) Scope of Work; (3) Project Schedule; (4) Project Budget; and/or (5) Plans and Specifications.

GENERAL INFORMATION:

Applicant/Subrecipient Name: City of Hattiesburg

Application ID/Sub-Award ID: 589-2-SW-5.6

Date of Request: 10/15/2024

Responsible Official[1]: Mayor | Toby Barker

MODIFICATION TYPES:

(1) PROJECT NAME

Modification Needed? Yes ☐ No ☑

If yes, provide a short project name that captures the nature of the proposed project:

(2) SCOPE OF WORK

Modification Needed? Yes ☐ No ☑

If yes, what is the primary purpose of the prosed Project (choose one):

Drinking Water ☐ Addition to Scope ☐

Stormwater ☐ Reduction of Scope ☐

Wastewater ☐

If a modified Scope of Work is needed, please provide a detailed Scope of Work for the proposed project. This should include a brief explanation as to why the proposed project is a "Necessary Investment". Attach additional pages if necessary.

[1] For counties, this should be the President of the Board of Supervisors. For municipalities, this should be the Mayor. For utility authorities, this should be a corporate officer.

(3) PROJECT SCHEDULE

Modification Needed? Yes ☑ No ☐

If yes, provide the actual start date (if task has begun) or anticipated start date (if task has not yet started) for the following:

Actual/Anticipated Start Date: 05/01/2024

Complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals: 05/01/2024

Advertise for Bids: 06/13/2024

Receive Bids: 09/19/2024

Execute Bids: 12/17/2024

(Per Article 10 of Grant Agreement: All reasonable measures shall be taken to obligate funds by 8/30/2024)

Construction Start: 04/01/2025

Closeout/Final Documentation: 08/08/2026

(Per Attachment A of Sub-Award Agreement: Closeout/Final Documentation shall be no later than 9/30/2026, unless an extension of this date is specifically authorized by MDEQ)

(4) PROJECT BUDGET

Modification Needed? Yes ☑ No ☐

MCWI Grant Funds can be reallocated to another active grant agreement held by the Subrecipient.
NOTE: The total MCWI Grant Funds allocated to the Subrecipient cannot increase.

Please provide the Current Approved Budget and provide the Proposed Revised Budget below.

Current Approved Budget	
MCWI	$ 3,175,000.00
LFRF	$ 3,175,000.00
Transfer LFRF	$ 0.00
Other Funds	$ 1,812,500.00
Total	$ 8,162,500.00

Proposed Revised Budget	
MCWI	$ 3,363,118.01
LFRF	$ 3,363,118.01
Transfer LFRF	$ 0.00
Other Funds	$ 750,333.00
Total	$ 7,476,569.02

If Proposed Revised Budget MCWI Funds are decreasing, please provide the Grant Agreement Number the funds are being reallocated, or indicate the if the funds are being returned to the MCWI Program.
If Proposed Revised Budget MCWI Funds are increasing, please provide the Grant Agreement Number the funds are being reallocated.

	Amount(s):
567-2-SW-5.6	$ 188,118.01

(5) PLANS AND SPECIFICATIONS

Modification Needed? Yes ☐ No ☑

If yes, provide a copy of the plans and specifications for the proposed project. If applicable, provide a copy of the revised proposed project map.

RESOLUTION AND CERTIFICATION

I certify that the information provided in this document is true and correct and that I, as the Responsible Official, am authorized to request this modification. I also acknowledge that approval of this request is at the discretion of the MDEQ Executive Director and if approved this request shall be considered as a modification to the Applicant's MCWI Application. I further acknowledge that this request does not modify any executed Sub-Award Agreement and that my Sub-Award Agreement is not modified until it has been executed by both me and the MDEQ Executive Director.

RESPONSIBLE OFFICIAL[2]: _____

TITLE: Mayor

DATE: 10/15/2024

Please email this Modification Request Form to mcwisubrecipient@horne.com.

[2] For counties, this should be the President of the Board of Supervisors. For municipalities, this should be the Mayor. For utility authorities, this should be a corporate officer.

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 19, 2024**

Re: **Adopt a Resolution authorizing the revised obligation of ARPA funds for MCWI Project # 438-1-SW-5.6; and Authorize the Mayor to execute all necessary agreements for related purposes.**
File Number: 2024-671
Minute Book #

Summary
Adopt a Resolution authorizing the revised obligation of a portion of funds received from the U.S. Department of Treasury under the American Rescue Plan Act ("ARPA) for Mississippi Municipality & County Water Infrastructure Grant Program ("MCWI") Project # 438-1-SW-5.6; and Authorize the Mayor to execute all necessary agreements, including construction contracts, for related purposes.

Recommendation Statement
I recommend approval of this item.

Please place this on the November 19, 2024 City Council meeting for consideration.

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF HATTIESBURG APPROVING THE REVISED OBLIGATION OF THE CITY'S ARPA FUNDS FOR THE 7th, 25th, AND GRACE AVENUE INFRASTRUCTURE IMPROVEMENTS PROJECT; AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT FOR THE SAME; AND FOR RELATED PURPOSES

WHEREAS, the American Rescue Plan Act, through the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund (together, "ARPA"), allotted approximately $350 billion to assist state, local, tribal and territory governments in responding to COVID-19, and the City of Hattiesburg, Mississippi ("City") has received a total of $12,875,821 from ARPA ("Funds"); and

WHEREAS, the United States Department of Treasury has established a final rule implementing ARPA as effective April 1, 2022, FAQ's and related guidance, as amended from time to time ("Guidance"), setting forth specific requirements for utilizing the funds, including the eligible uses thereof, received under ARPA; and

WHEREAS, on August 22, 2023, the Mayor and City Council ("Governing Body") of the City adopted Resolution #2023-109 ("Resolution") authorizing the Subgrant Agreement ("Agreement") by and between the City and the Mississippi Department of Environmental Quality ("MDEQ") for grant funds under the Mississippi Municipality and County Water Infrastructure Grant Program ("MCWI") for Project #438-1-SW-5.6: 7th, 25th, and Grace Avenue Infrastructure Improvements ("Project") and authorized procurement of the Project;

WHEREAS, the City advertised for bids for the Project in accordance with Miss. Code Ann. § 31-7-13 and its Uniform Guidance Policy for American Rescue Plan Fiscal Recovery Funds for the City of Hattiesburg, Mississippi, a copy of such proof of publication and posting to MPTAP for MB/WBE compliance is attached hereto as **Exhibit A**;

WHEREAS, the bid specs for the Project, including the form of the construction contract ("Construction Contract"), are attached hereto as **Exhibit B;**

WHEREAS, the City has received bids for the Project, and a copy of such bid tabulation sheet is attached as **Exhibit C**;

WHEREAS, upon review of the bids, the City desires to award the bid for the Project to TL Wallace Construction, Inc. ("TL Wallace") as the lowest and best bid in the amount of $4,622,432.29, with a copy of such bid being attached hereto as **Exhibit D**;

WHEREAS, the City submitted a modification request to MDEQ to change the MCWI grant funds approved in the Agreement ("Modification") as evidenced by **Exhibit E** attached hereto;

WHEREAS, the City desires to enter into a contract with TL Wallace to construct the Project ("Construction Contract"), the form of which is included in Exhibit B;

WHEREAS, under the Agreement approved by the Resolution and the Modification thereto, MCWI will provide $2,061,616.97 to the City under the MCWI program for the Project, and the City desires to allocate $2,061,616.97 under the Construction Contract utilizing its ARPA Funds as its match requirement for the MCWI funds awarded by MDEQ, all as under the provision of government services as loss revenues or the "water, sewer, and broadband eligible use category," as allowed by ARPA and its Guidance;

WHEREAS, the City shall be authorized to use any other lawful funds of the City to pay the balance of the Construction Contract; and

WHEREAS, the City now desires to enter into the Construction Contract and authorize the requisite officials to move forward with TL Wallace constructing the Project.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City as follows:

1. TL Wallace is hereby awarded the bid for the Project.
2. The Project is an eligible use under ARPA's revenue loss category for the provision of government services and/or ARPA's water, sewer, and broadband eligible use category.
3. The Project shall be funded utilizing $2,061,616.97 granted to the City as a reimbursement under the MCWI program per the Agreement and Modification, $2,061,616.97 utilizing the City's ARPA Funds, and the remaining balance from any other lawful funds of the City.
4. That the Mayor is hereby authorized to execute the Construction Contract with TL Wallace, the form of which is attached hereto in Exhibit B and incorporated in full herein.

Following the reading of the foregoing Resolution, Councilperson _____made the motion and Councilperson _____seconded the motion, and the question being put to a roll call vote, the result was taken as follows:

Councilperson Jeffrey George	voted: ____
Councilperson Deborah Delgado	voted: ____
Councilperson Carter Carroll	voted: ____
Councilperson Dave Ware	voted: ____
Councilperson Nicholas Brown	voted: ____

The motion having received the affirmative vote of a majority of the members present, the President of the Governing Body, acting for and on behalf of the City, declared the motion carried and the resolution adopted, on this the ____ day of 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 _____day of ___, 2024.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

EXHIBIT A

PROOF OF PUBLICATION AND MPTAP POSTING

12240

Hattiesburg Publishing, Inc.

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

Proof of Publication

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

Total # of Words: 264 Published 2 times

Date 1st Published: May 30 Amt: 31.68

Date 2nd Published: June 6 Amt: 26.40

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 58.08

Proof of Publication Fee: 3.00

TOTAL: 61.08

(signed) Kathy Bullock
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 6 day of June, 2024, a Notary Public in and for the County of Lamar, State of Mississippi:

(signed) Amanda E. Strange

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 358460 AMANDA E. STRANGE Commission Expires June 21, 2027 FORREST COUNTY

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 7 th day of May A.D., 2024.
CITY OF HATTIESBURG, MISSISSIPPI
BY: Kermas Eaton, City Clerk
City of Hattiesburg
Published May 30, June 6

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: SDW- 7th, 25th, & Grace
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

Shannon McConnell

From: Agency Bid Bank <agencybidbank@mississippi.org>
Sent: Thursday, May 30, 2024 3:56 PM
To: Shannon McConnell
Subject: MPTAP Bid Submission -- 05/30/2024 03:56 PM

Thank you for your bid submission on 05/30/2024 03:56 PM.

Please Keep this Confirmation for your Records

User: smcconnell@sd-w.com (Shannon McConnell)
Agency: Shows, Dearman and Waits, Inc.
Division:

Bid Number: 10763-20240530154927
Alternate Bid Number (if applicable): 12240
Bid Due Date and Time: 7/3/2024 10:00:00 AM
NIGP Number: 91356
NIGP Description: Construction Services, Heavy, Utility/Underground Projects
Major Procurement Category: CONSTRUCTION
Sub Procurement Category: CONSTRUCTION - SERVICES
Pre-Bid Conference: False
Pre-Bid Conference Date and Time: N/A
Pre-Bid Description (if applicable): N/A
Bid Description: 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
File attached: True
File Attachment Generated File Name: 10763-20240530154927.pdf
File Attachment Description (if applicable): ADVERTISEMENT FOR BIDS: 7TH, 25TH AND GRACE AVENUE INFRASTRUCTURE IMPROVEMENTS HATTIESBURG, MISSISSIPPI

Thank you for your bid submission. Your bid has been registered with our system, and the MPTAP administrator has been notified of your bid.

Confidentiality Note: The Mississippi Development Authority (MDA) is committed to ensuring complete confidentiality of information for our customers. To this end, the information contained in this e-mail and/or document(s) attached is for the exclusive use by the individual named above and/or their organization and may contain confidential, privileged and non-disclosable information. If you are not the intended recipient, please refrain from reading, photocopying, distributing or otherwise using this e-mail or its contents in any way. If you have received this transmission in error, please notify me immediately. {MDA-2012}

EXHIBIT B

BID SPECS AND FORM OF CONSTRUCTION CONTRACT

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

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

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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.

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 and2 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 of2 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 of 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, _____ , certifies the above Attachment B, Subaward Terms and Conditions for Contracted Parties.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
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, _____ , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Contractor's Employer Identification Number (EIN)

_____
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

   a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

_____

Business Name

By _____

Name and Title of Authorized Representative

_____

Signature of Authorized Representative

_____

Date

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 a 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

Page	Subsection	Change
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.

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 109.01on 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,

_____

Bidding Company

_____

Authorized by:

_____

_____

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			
202-B	Removal of Asphalt Pavement, All Depths	SY	2,171			**4**
202-B	Removal of Concrete Pavement, All Depths	SY	235			**4**
202-B	Removal of Concrete Sidewalk	SY	580			**4**
202-B	Removal of Curb & Gutter, All Types	LF	2,330			**4**
202-B	Removal of Header & Integral Curb, All Types	LF	72			**4**
202-B	Removal of Fence, All Types	LF	420			
202-B	Removal of Guard Rail, All Types	LF	75			
202-B	Removal of Sign & Post	EA	10			
202-B	Removal of Wood Foot Bridge, All Types	LF	145			
202-B	Removal of Concrete Ditch Paving, All Depths	SY	975			
202-B	Removal of RipRap, All Depths, Sizes & Types	SY	995			
202-B	Removal of Concrete Inlet and Junction Box, All Types & Sizes	EA	16			
202-B	Removal of Concrete Headwall, All Types & Sizes	LF	41			
202-B	Removal of Concrete Flared End Section, All Sizes	EA	3			
202-B	Removal of Large Storm Sewer Structure	EA	2			
202-B	Removal of Pipe, 8" to 36" Dia, All types & Depths	LF	828			
202-B	Removal of Pipe, over 36" Dia, All Types & Depths	LF	465			
202-B	Removal of Box Culvert, All Sizes, Types & Depths	LF	715			

	*** * * Earthwork & Temporary Erosion Control * * ***					
203-A	Unclassified Excavation, LVM, AH	CY	500			
203-D	Muck Excavation, LVM	CY	100			
203-EX	Borrow Excavation, AH, LVM, Class B9	CY	400			**4**
203-G	Excess Excavation, LVM, AH	CY	255			
211-B	Topsoil for Slope Treatment, Contractor Furnished	CY	1,054			
215-A	Vegetative Materials for Mulch	TON	2			
216-A	Solid Sodding	SY	4,215			**1**
219-A	Watering	KGAL	85			
221-A	Concrete Paved Ditch	CY	0.1			
226-A	Temporary Grassing	ACRE	1.0			
907-234-A	Temporary Silt Fence	LF	5,010			**2**
237-A	Wattles, 20"	LF	3,750			**2**
246-A	Sandbags	LF	385			**2**
	*** * * Subbase, Base, & Paving * * ***					
304-A	Granular Material, LVM, Class 9, Group C	CY	50			
304-F	Size 610 Crushed Stone Base	TON	1,375			**4**
403-A	9.5mm, ST, Asphalt Pavement	TON	405			**4**
403-A	19mm, ST, Asphalt Pavement	TON	355			**4**
403-B	9.5mm, ST, Asphalt Pavement, Leveling	TON	64			**4**
406-A	Cold Milling of Bituminous Pavement, All Depths	SY	3,475			
407-A	Asphalt for Tack Coat	GAL	370			**4**
	*** * * Drainage * * ***					
601-B	Class "B" Structural Concrete	CY	224			**6**
601-B	Class "B" Structural Concrete, Minor Structures	CY	195			**6**
602-A	Reinforcing Steel	LBS	55,175			
603-CA	15" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	8			**6**

603-CA	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	1,028			**6**
603-CA	24" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	536			**6**
603-CA	30" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	168			**6**
603-CA	36" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	968			**6**
603-CB	24" Reinforced Concrete Pipe End Section	EA	1			**6**
603-CB	30" Reinforced Concrete Pipe End Section	EA	1			**6**
603-CE	29"x18" Reinforced Concrete Arch Pipe, Class IV, Flexible Plastic Gaskets	LF	140			**6**
603-CE	51"x31" Reinforced Concrete Arch Pipe, Class IV, Flexible Plastic Gaskets	LF	92			**6**
603-PA	10'x5' Precast Concrete Box Culvert	LF	74			**6**
603-PA	12'x4' Precast Concrete Box Culvert	LF	416			**6**
603-PB	10'x5' Precast Concrete Box Culvert End Section	EA	1			**6**
603-PB	12'x4' Precast Concrete Box Culvert End Section	EA	1			**6**
603-PC	12'x4' Precast Concrete Box Culvert 30° Bends	EA	3			**6**
601-SB	15" Branch Connection to Proposed 36" RCP	EA	1			**6**
601-SB	18" Branch Connection to Proposed 30" RCP	EA	1			**6**
601-SB	15" Branch Connection to Proposed Box Culvert	EA	1			**6**
601-SB	18" Branch Connection to Proposed Box Culvert	EA	5			**6**
601-SB	24" Branch Connection to Proposed Box Culvert	EA	5			**6**
601-SB	30" Branch Connection to Existing Box Culvert	EA	1			**6**
601-SB	30" Branch Connection to Proposed Box Culvert	EA	1			**6**
601-SB	36" Branch Connection to Proposed Box Culvert	EA	4			**6**
601-SB	51"x31" Branch Connection to Proposed Box Culvert	EA	1			**6**
604-A	Castings	LBS	3,730			
604-B	Gratings	LBS	2,400			
	*** * * Fences & Gates * * ***					

607-B	60" Type I, Chain Link Fence, Class 1 (Incl. Posts, Fabric, Braces, Ties, Etc)	LF	415			
607-G	Gate, 5'x4', Type I, Chain Link Fence, Class 1 (Complete, In Place)	EA	1			
907-607-H	72" Wood Fence (Per Plans)	LF	70			
	*** * * Curbing & Gutters, Sidewalks & Driveways * * ***					
608-A	Concrete Sidewalk, Without Reinforcement	SY	1,280			**4**
907-608-C	Detectable Warning Panels	SF	285			
609-B	Concrete Curb, Header	LF	10			
609-C	Concrete Integral Curb, Type 1	LF	700			**4**
609-D	Combination Concrete Curb and Gutter Type 1 Modified	LF	4,055			**4**
614-A	Concrete Driveway, Without Reinforcement, 6-inch Thickness	SY	278			**4**
614-A	Concrete Driveway, Without Reinforcement, 8-inch Thickness	SY	386			
	*** * * Miscellaneous Roadway* * ***					
613-A	Adjustment of Castings, Gratings & Utility Appurtenances	EA	7			**4,5**
618-A	Maintenance of Traffic	LS	1			**3, 4**
618-B	Additional Construction Signs	SF	10			
619-D	Remove and Reset Signs, All Sizes	EA	3			
620-A	Mobilization	LS	1			**4**
	*** * * Pavement Striping & Marking * * ***					
626-G	Thermoplastic Detail Stripe, Yellow, 6"	LF	2,610			**4**
626-H	Thermoplastic Legend, White (6" Equiv)	LF	650			**4**
	*** * * Permanent Traffic Control * * ***					
630-A	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	SF	30			
630-C	Steel U-Section Posts, 2.5 lb/ft	LF	90			
	*** * * Survey & Staking * * ***					

699-A	Roadway Construction Stakes	LS	1			
	*** * * Erosion Control * * ***					
809-A	Retaining Wall System, Modular Block	SF	790			
815-A	Loose Riprap (Size 300)	Ton	1,020			
815-B	Grouted Riprap (Size 300)	SY	555			
815-E	Geotextile under Riprap	SY	1,765			
					Subtotal Base Bid Roadway Items:	
	*** * * Sewer Pipe Items * * ***					
SS1	8" SDR 26 PVC Sewer Pipe (0'-6') (Open Cut)	LF	188			
SS3	12" SDR 26 PVC Sewer Pipe (6'- 8') (Open Cut)	LF	100			
SS5	12" Steel Casing (0.25" WT) (Open Cut)(All Depths)	LF	30			
SS6	16" Steel Casing (0.25" WT) (Open Cut)(All Depths)	LF	40			
SS7	Removal of Existing Sewer Line	LF	275			
SS8	Abandonment of Existing Sewer Line (All Sizes)	LF	50			
SS9	Tracer Wire System for Sewer	LS	1			
	*** * * Sewer Manhole Items * * ***					
SS10	48" Precast Concrete Sewer Manhole (0' - 6')	EA	1			
SS11	48" Precast Concrete Sewer Manhole (6' - 8')	EA	1			
SS12	48" Precast Concrete Sewer Manhole (8' - 10')	EA	1			
SS14	Drop Manhole Assembly (All Depths)	EA	1			
SS15	Demolition and Removal of Existing Manholes (All Types)	EA	3			
	*** * * Sewer Service Items * * ***					
SS17	4" Sanitary Sewer Service Cleanout	EA	4			
SS18	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	40			

SS19	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	100			
SS20	8"x8"x6" PVC Service Tee	EA	2			
SS21	12"x12"x6" PVC Service Tee	EA	2			
				Subtotal Base Bid Sewer Items:		
	*** * * Water Pipe Items * * ***					
W1	2" Class 200 PVC Water Pipe (Open Cut)	LF	25			
W2	6" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	300			
W3	10" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	70			
W4	20" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	70			
W5	30" Steel Casing (0.25" WT) (Open Cut) (Split w/ Welding)	LF	40			
W6	Tracer Wire System for Water	LS	1			
	*** * * Water Connection Items * * ***					
W7	Connection: Prop 2" WL to Exist 2" WL (Coupling & other fittings)	EA	2			
W8	Connection: Prop 6" WL to Exist 6" WL's (Coupling & other fittings)	EA	10			
W9	Connection: Prop 10" WL to Exist 10" WL (Coupling & other fittings)	EA	2			
W10	Connection: Prop 20" WL to Exist 20" WL (Coupling & other fittings)	EA	2			
	*** * * Water Valve Items * * ***					
W11	6" Gate Valve	EA	3			
W12	10" Gate Valve	EA	1			
	*** * * Water Fire Protection Items * * ***					
W13	Remove, Relocate & Reset Existing Hydrant w/ Appurtenances (Incl. Valve, Hydrant, Pipe, & other fittings)	EA	2			

	*** * * Water Service Items * * ***					
W14	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	EA	2			
W15	Residential Service Tubing (Open Cut) (All Sizes)	LF	25			
W16	Remove and Reset Water Meter	EA	1			
					Subtotal Base Bid Water Items:	
					BASE BID TOTAL:	

Additive Alternate No. 1

Item No.	Description	Unit	Quantity	Unit Price	Extension	Note*
	*** * * Demolition * * ***					
201-A	Clearing and Grubbing	LS	1			
202-B	Removal of Asphalt Pavement, All Depths	SY	880			**4**
202-B	Removal of Concrete Pavement, All Depths	SY	320			**4**
202-B	Removal of Concrete Sidewalk	SY	307			**4**
202-B	Removal of Curb & Gutter, All Types	LF	1,595			**4**
202-B	Removal of Header & Ingegral Curb, All Types	LF	135			**4**
202-B	Removal of Fence, All Types	LF	186			
202-B	Removal of Sign & Post	EA	3			
202-B	Removal of Concrete Inlet and Junction Box, All Types & Sizes	EA	10			
202-B	Removal of Pipe, 8" to 36" Dia, All types & Depths	LF	451			
907-202-B	Ditch Cleaning, Desnagging & Reshaping	LF	740			
	*** * * Earthwork & Temporary Erosion Control * * ***					
203-A	Unclassified Excavation, LVM, AH	CY	500			
203-EX	Borrow Excavation, AH, LVM, Class B9	CY	900			**4**

203-G	Excess Excavation, LVM, AH	CY	340			
211-B	Topsoil for Slope Treatment, Contractor Furnished	CY	306			
215-A	Vegetative Materials for Mulch	TON	0.5			
216-A	Solid Sodding	SY	1,225			**1**
219-A	Watering	KGAL	25			
226-A	Temporary Grassing	ACRE	0.3			
907-234-A	Temporary Silt Fence	LF	1,170			**2**
237-A	Wattles, 20"	LF	510			**2**
246-A	Sandbags	LF	95			**2**
	*** * * Non-Roadway Items * * ***					
907-258-PP	Concrete Steps, Per Plans	EA	1			
907-258-N	Car Stop, Per Plans	EA	6			
	*** * * Subbase, Base, & Paving * * ***					
304-F	Size 610 Crushed Stone Base	TON	790			**4**
403-A	9.5mm, ST, Asphalt Pavement	TON	215			**4**
403-A	19mm, ST, Asphalt Pavement	TON	181			**4**
403-B	9.5mm, ST, Asphalt Pavement, Leveling	TON	36			**4**
406-A	Cold Milling of Bituminous Pavement, All Depths	SY	1,871			
407-A	Asphalt for Tack Coat	GAL	195			**4**
	*** * * Drainage * * ***					
601-B	Class "B" Structural Concrete, Minor Structures	CY	62			**6**
602-A	Reinforcing Steel	LBS	6,970			
603-CA	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	608			**6**
603-CA	24" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	636			**6**
604-A	Castings	LBS	1,508			
604-B	Gratings	LBS	200			

	*** * * Fences & Gates * * ***					
607-B	60" Type I, Chain Link Fence, Class 1 (Incl. Posts, Fabric, Braces, Ties, Etc)	LF	177			
	*** * * Curbing & Gutters, Sidewalks & Driveways * * ***					
608-A	Concrete Sidewalk, Without Reinforcement	SY	800			**4**
907-608-C	Detectable Warning Panels	SF	201			
609-B	Concrete Curb, Header	LF	10			
609-C	Concrete Integral Curb, Type 1	LF	390			**4**
609-D	Combination Concrete Curb and Gutter Type 1 Modified	LF	82			**4**
614-A	Concrete Driveway, Without Reinforcement, 6-inch Thickness	SY	553			**4**
	*** * * Miscellaneous Roadway* * ***					
613-A	Adjustment of Castings, Gratings & Utility Appurtenances	EA	5			**4,5**
618-A	Maintenance of Traffic	LS	1			**3, 4**
618-B	Additional Construction Signs	SF	10			
619-D	Remove and Reset Signs, All Sizes	EA	2			
620-A	Mobilization	LS	1			**4**
	*** * * Pavement Striping & Marking * * ***					
626-G	Thermoplastic Detail Stripe, Yellow, 6"	LF	1,850			**4**
626-H	Thermoplastic Legend, White (6" Equiv)	LF	1,214			**4**
626-H	Thermoplastic Legend, White	SF	16			
	*** * * Permanent Traffic Control * * ***					
630-A	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	SF	32			
630-C	Steel U-Section Posts, 2.5 lb/ft	LF	75			
	*** * * Survey & Staking * * ***					

699-A	Roadway Construction Stakes	LS	1			
Subtotal Add Alt 1 Roadway Items:						
	*** * * Sewer Pipe Items * * ***					
SS1	8" SDR 26 PVC Sewer Pipe (0'-6') (Open Cut)	LF	90			
SS2	8" SDR 26 PVC Sewer Pipe (6'- 8') (Open Cut)	LF	500			
SS4	12" SDR 26 PVC Sewer Pipe (16'- 18') (Open Cut)	LF	20			
SS7	Removal of Existing Sewer Line	LF	30			
SS8	Abandonment of Existing Sewer Line (All Sizes)	LF	565			
SS9	Tracer Wire System for Sewer	LS	1			
	*** * * Sewer Manhole Items * * ***					
SS11	48" Precast Concrete Sewer Manhole (6' - 8')	EA	2			
SS13	48" Precast Concrete Sewer Manhole (16' - 18')	EA	1			
SS14	Drop Manhole Assembly (All Depths)	EA	1			
SS15	Demolition and Removal of Existing Manholes (All Types)	EA	3			
SS16	Abandonment of Existing Manholes (All Types)	EA	1			
	*** * * Sewer Service Items * * ***					
SS17	4" Sanitary Sewer Service Cleanout	EA	2			
SS18	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	20			
SS19	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	30			
SS20	8"x8"x6" PVC Service Tee	EA	2			
SS22	Existing Sewer Service Investigation	EA	1			
Subtotal Add Alt 1 Sewer Items:						
	*** * * Water Fire Protection Items * * ***					

W13	Remove, Relocate & Reset Existing Hydrant w/ Appurtenances (Incl. Valve, Hydrant, Pipe, & other fittings)	EA	2			
Subtotal Add Alt 1 Water Items:						
ADDITIVE ALTERNATE 1 TOTAL:						
BASE BID WITH ADDITIVE ALTERNATE 1 TOTAL:						

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,_____ _____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:

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.

_____

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:

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	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:

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)

_____
PRINCIPAL

WITNESSES:

_____

_____ _____
ADDRESS

_____

_____
Name of person executing for Principal

_____
TITLE

_____
SURETY

_____

WITNESSES: _____
ADDRESS

_____

_____
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 shows on the plans will not vary during actual construction of the contract. The CONTRACTOR further acknowledges the possibility of variation of quantities, shall be precluded from claiming in the construction of the project, and the CONTRACTOR shall not claim deception or misunderstanding because of any variation in quantities, location, character of work, or any other condition. Payment will be made only for actual quantities of work performed and accepted.

The OWNER makes no guarantees regarding the character or extent of water levels, soil, rock, utilities, or any other subsurface condition the BIDDER may encounter during work. The OWNER requires BIDDERS to make their own evaluation of subsurface soil conditions and to determine how these conditions may affect methods of construction

CONTRACTOR'S PRE-BID REPRESENTATIONS:

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

COMMENCEMENT OF CONTRACT TIME:

2.5 The Contract Time will commence to run in accordance with the Notice to Proceed.

STARTING THE PROJECT:

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

BEFORE STARTING CONSTRUCTION:

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications. CONTRACTOR shall pot-hole existing utilities to ascertain exact location throughout the entire project. CONTRACTOR shall notify the ENGINEER any such locations of utilities which will prevent the work from being performed as designed, any work performed in which conflicts with an existing utility shall be remedied by the CONTRACTOR at his sole expense.

SCHEDULE OF COMPLETION:

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

2.9 At a time deemed appropriate by the OWNER to but before starting the Work at the site, a preconstruction conference may be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the OWNER or his representative, ENGINEER, Resident Project Representatives,

CONTRACTOR and his Superintendent.

QUALIFICATION OF SUBCONTRACTORS MATERIALMEN AND SUPPLIERS:

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

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

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

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

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

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

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

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

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

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

Availability of Lands

4.1 The OWNER will furnish, as indicated in Contract Documents, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by

the OWNER, unless otherwise specified in the Contract Documents. Other access to such lands or rights-of-way for the CONTRACTOR'S convenience shall be the responsibility of the CONTRACTOR. The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

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

Subsurface Conditions:

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

Differing Site Conditions

4.4 (a) The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the OWNER in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The OWNER shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an

equitable adjustment shall be made and the contract modified in writing accordingly.

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

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

ARTICLE 5 - BONDS AND INSURANCE:

Performance and Payment Bonds:

5.1 The contractor's attention is directed to the Information for Bidders and Supplement to General Conditions.

Contractor's Liability Insurance:

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

5.3 The CONTRACTOR agrees that if any part of the Work under the contract is sublet, he will require the Subcontractor(s) to carry insurance as required, and that he will require the Subcontractor(s) to furnish to him insurance certificates similar to those required by the OWNER in 5.1 and 5.2 above.

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

Owner's Liability Insurance

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

Fire and Extended Coverage Insurance (Builders' Risk):

5.5 The CONTRACTOR shall maintain, as applicable, in an Insurance Company or Insurance Companies acceptable to the OWNER, Fire, Extended Coverage and Vandalism & Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery

is included in the Contract. The amount of insurance should at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all Subcontractors performing work.

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

Cancellation and Re-Insurance:

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

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES:

Supervision and Superintendence:

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

Labor, Materials and Equipment:

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

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

6.4 All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

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

Materials, Equipment, Products and Substitutions:

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

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

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

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

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

CONTRACTOR. (See paragraph 7.10)

6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

Concerning Subcontractors:

6.7 The CONTRACTOR will not employ any Subcontractor, other person or organization of the types referred to in paragraph 2.10 (whether initially or as a substitute) against whom the OWNER or the ENGINEER may have reasonable objection, not will the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. The CONTRACTOR will not make any substitution for any Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.

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

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

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

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

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

6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

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

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

Patent Fees and Royalties:

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

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

Permits:

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

Laws and Regulations:

6.16 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the ENGINEER

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

Taxes:

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

Record Drawings:

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

Safety and Protection:

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

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

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

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

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

Emergencies:

6.21 In emergencies affecting the safety of persons or the Work or property at the

site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 & 12.

Shop Drawing and Samples:

6.22 After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9) three (3) copies (or at the ENGINEER'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.

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

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

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

or coordinated each Shop Drawings or sample with the requirements of the Work and the Contract Documents.

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

6.27 The ENGINEER'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER'S attention to such deviation at the time of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

Cleaning Up:

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

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

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

Public Convenience and Safety:

6.31 The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local

conditions. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position at such locations as traffic demands in accordance with the MUTCD. At any time that streets are required to be closed, the CONTRACTOR shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. The CONTRACTOR shall keep the portion of the project being used by the public in satisfactory condition. It may become necessary for the CONTRACTOR to sweep the roadway surface to completely remove debris.

Sanitary Provisions:

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

Indemnification:

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

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

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

Responsibility for Connecting to Existing Work:

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

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

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

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

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

Cooperation with Governmental Departments, Public Utilities, Etc:

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

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

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

Use of Premises:

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

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

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

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

Protection of Existing Property Improvements:

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

Temporary Heat:

6.41 The General CONTRACTOR shall provide heat, fuel and services as necessary to protect all work and materials, within all habitable areas of permanent building construction, for all contracts against injury from dampness and cold until final acceptance of all work and materials for the Project, unless building is fully occupied by the OWNER prior to such acceptance, in which case the OWNER shall assume all expenses of heating from date of full occupancy. In areas outside those covered above, each prime contractor shall be responsible for providing such temporary heat, fuel and services as required to protect his work or shall make all necessary arrangements with the General CONTRACTOR for providing such temporary heat,

fuel and services. Unless otherwise specifically permitted by Special Conditions, the permanent heating system shall not be used to provide temporary heat. CONTRACTOR'S proposed methods of heating shall be submitted for approval.

ARTICLE 7 - WORK BY OTHERS:

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

7.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other CONTRACTOR (or the OWNER), the CONTRACTOR will promptly report to the ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

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

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

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

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

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

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

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

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

ARTICLE 8 - OWNER'S RESPONSIBILITIES:

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

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

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

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

Drawings and Specifications.

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

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

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

8.8 The OWNER shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the ENGINEER may determine. See paragraph 14.11.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION:

Owner's Representative:

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

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

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

Visits to Site:

9.2 The ENGINEER will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding

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

Clarifications and Interpretations:

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

Measurement of Quantities:

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

Rejecting Defective Work:

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

Shop Drawings, Change Orders and Payments:

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

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

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

Resident Project Representative:

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

Decisions on Disagreements:

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

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

Limitations on Engineer's Responsibilities:

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

9.13 The ENGINEER will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs

incident thereto, and he will not be responsible for the CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

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

ARTICLE 10 - CHANGES IN THE WORK:

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

10.2 The ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

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

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

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

ARTICLE 11 - CHANGE OF CONTRACT PRICE:

11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations

assigned to or undertaken by the CONTRACTOR shall be at his expense without changing the Contract Price.

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

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

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

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

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

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

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

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

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents by application of unit prices to the quantities of the items involved.

11.3.2 By negotiated lump sum.

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

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

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

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

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

paragraphs 11.4 and 11.5.

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

11.4.5 Supplemental costs including the following:

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

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

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

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

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

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

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

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

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

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

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

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

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR'S for delinquent payments.

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

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

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

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

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

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

of the Cost of the Work.

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

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

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

11.9.1 These allowances shall cover the cost to the CONTRACTOR less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

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

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

ARTICLE 12 - CHANGE OF THE CONTRACT TIME:

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be

determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

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

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

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

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

ARTICLE 13 - GUARANTY:

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

ARTICLE 14 - PAYMENTS AND COMPLETION:

Payments to Contractors:

14.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK

performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or revise the partial payment estimate provides the same to the CONTRACTOR indicating in writing his reasons for refusing or revising payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within forty-five (45) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER may retain a portion of the amount otherwise due the CONTRACTOR. Except as State law otherwise provides, the amount the OWNER retains shall be limited to the following:

14.1.1 Withholding of not more than 5 percent of the payment claimed until work is 50 percent complete;

14.1.2 When Work is 50 percent complete, reduction of the withholding to 2.5 percent of the dollar value of all Work satisfactorily completed to date, provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding and the same is requested by the CONTRACTOR in writting;

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 exits. 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 if this Contract in amounts not less than the following:

Bodily injury liability in the amount of FIVE HUNDRED THOUSAND DOLLARS ($500,000) for each person and ONE MILLION DOLLARS ($1,000,000) for each accident and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS ($500,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total for aggregate limit of FIVE HUNDRED THOUSAND DOLLARS ($1,000,000) for all damages arising out of injury to or destruction of property during the policy period.
The Comprehensive Public Liability and Property Damage policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

a. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.

b. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.

c. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.

C. CONTRACTOR'S Contingent or Protective Liability and Property Damage:

In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of $500,000/$1,000,000 for Public Liability Insurance and $500,000/$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.

D. Automotive Public Liability and Property Damage

The **CONTRACTOR** shall maintain automobile public liability insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS ($500,000) for injury to one person and ONE MILLION DOLLARS ($1,000,000) for one accident; and automobile property damage insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS ($500,000) for one accident to protect him from any and all claims arising from the use of the following:

a. **CONTRACTOR'S** own automobiles and trucks.

b. Hired automobiles and trucks.

c. Automobiles and trucks owned by Subcontractors.

The aforementioned is to cover use of automobiles and trucks on and off the site of the Project.

E. OWNER'S Protective Liability Policy

The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds in amounts not less than the following:

a. Bodily Injury in the amount of ONE MILLION DOLLARS ($1,000,000) for each person and ONE MILLION DOLLARS ($1,000,000) for each accident and property damage liability in the amount of FIVE HUNDRED THOUSAND DOLLARS ($500,000) for all damages arising out of an injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS ($1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

CLEANING UP

The CONTRACTOR shall, at all times, keep the premises free from accumulations of waste materials and at the completion of the work, be shall remove all his rubbish, tools, temporary buildings, etc. from and about the site and shall leave his work "broom" clean unless more exactly specified elsewhere. All glass shall be washed and left free from stains of any nature.

SPECIAL INSTRUCTIONS

LIMITATIONS

During construction, care is to be taken to prevent damage to the work in place. As soon as work is completed, all work is to be thoroughly cleaned. Before completion, all damaged work is to be repaired and left in perfect condition. The CONTRACTOR will be responsible for all clean up of the premises. All trash, etc. will be hauled away from the site, and the site left in a clean and neat condition. Alcoholic beverages of any type will not be permitted on job site.

PRODUCT/MATERIALS SUBSTITUTION

CONTRACTOR will submit prior to starting work on project any changes to materials specified. CONTRACTOR will submit all specification data, company name, and supplier of material that he wishes to substitute. All material will be evaluated. CONTRACTOR will be given approval/disapproval by OWNER. No substitutes will be taken into consideration after work has begun, no substitutes will be allowed if CONTRACTOR does not submit specification data within time allowed.

INSPECTION

All work covered by these specifications shall be subject to inspection by OWNER or his authorized representative. CONTRACTOR will coordinate with OWNER for inspections as required during construction, and furnish to the OWNER in writing a project schedule prior to mobilization of work at the job site.

SPECIFICATIONS AND DRAWINGS ARE RECIPROCAL

The specifications and drawings are intended mutually to explain each other and anything which is referred to in the specifications and not shown on the drawings shall be considered as being shown and mentioned and referred to in both of these documents. Such work shall be done and performed accordingly. Any drawing attached to this specification form is an integral part thereof and where such drawings, if any, differ from these specifications, the specifications shall govern.

AS-BUILT DRAWINGS

Occasionally, during the course of construction, modifications and changes may occur due to site conditions, unforeseen circumstances and problems encountered. This may result in a modification of construction as originally depicted on drawings. Contractor will furnish the OWNER a marked-up set of prints in red line of all changes and/or modifications that pertain to this contract. Drawings will be labeled. "AS-BUILT DRAWINGS".

GUARANTEES, WARRANTIES AND BONDS

1. All work will be guaranteed by the CONTRACTOR for a period of one (1) year from the date of substantial completion.
2. Wording for the notarized guarantee shall be as follows:
   "We hereby guarantee all work performed by us on the above captioned project to be free from defective materials and workmanship for a period of one (1) year, or such longer period of time as may be called for in the Contract Documents for such portions of the work."
3. Guarantee Compliance:
   Except as otherwise specified, all work shall be guaranteed by the CONTRACTOR and through him each sub-contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of substantial completion of the Contract. In case of work performed by his sub-contractors, the CONTRACTOR shall secure warranties from said sub-contractors and deliver copies of the same to the OWNER upon completion of the work. If, within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the OWNER'S opinion, are rendered necessary as the result of use of materials, equipment or workmanship which are inferior, defective or not in accordance with terms of the Contract: CONTRACTOR shall promptly upon receipt of OWNER'S written notice, and without expense of the OWNER;
   a. Place in satisfactory condition in every particular all such guaranteed work, correct all defects therein.
   b. Make good all damage to the building, site, equipment or building contents which in the OWNER'S opinion is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with terms of the Contract.
   c. Make good any work or material or the equipment and contents of building or site disturbed in fulfilling such guarantee.

   In any case where fulfilling the requirements of the Contract, or any guarantee embraced in or required thereby, the CONTRACTOR disturbs any work guaranteed under another's Contract, he shall restore such disturbed work to condition satisfactory to the OWNER and guarantee such restored work to the same extent as it was guaranteed under such other contract. If the CONTRACTOR, after notice, fails to proceed promptly to comply with terms of the guarantee, the OWNER may have the defects corrected and the CONTRACTOR and his surety shall be liable for all expense incurred. All special guarantees applicable to definite parts of the work

that may be stipulated in the specification or other Contract Documents shall be subject to the terms of this Specification Section during the first year of the life of such special guarantees. All guarantees and warranties shall be obtained in the OWNER'S name and evidence thereof shall be promptly delivered to the OWNER'S Representative for transfer to the OWNER.

CLOSE-OUT DOCUMENTS

In general documents for close out, to be submitted by the CONTRACTOR to the OWNER, prior to final payment, shall be; but not limited to the following:

1. APPLICATION FOR PAYMENT: AIA Document G-702
2. CERTIFICATE OF SUBSTANTIAL COMPLETION: AIA Document G-704
3. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS:
   AIA Documents G-706 and G-706A: The Contractor shall furnish these AIA Documents complete with attached notarized full release of liens, damages, and a guarantee that all materials and labor are paid in accordance with Contract Documents with the following wording:
   "WE HEREBY CERTIFY THAT ALL BILLS FOR LABOR AND MATERIALS INCORPORATED INTO THE ABOVE CAPTIONED PROJECT UNDER OUR CONTRACT HAVE BEEN PAID AND THAT THE OWNER IS RELEASED FROM ANY AND ALL CLAIMS AND/OR DAMAGES UNDER THIS CONTRACT."
4. CONSENT OF SURETY COMPANY TO FINAL PAYMENT: AIA Document G-707
   To be completed in full by the Bonding Company.
5. CONTRACTOR'S NOTARIZED STATEMENT:
   Notarized statement that project has been constructed in accordance with Contract Documents.
6. CONTRACTOR'S NOTARIZED STATEMENT OF GUARANTEE/S:
   All work will be guaranteed by the Contractor for a period of one (1) year from the date of substantial completion. Wording will be as follows:
   "WE HEREBY GUARANTEE ALL WORK PERFORMED BY US ON ABOVE CAPTIONED PROJECT TO BE FREE FROM DEFECTIVE MATERIALS AND WORKMENSHIP FOR A PERIOD OF ONE (1) YEAR, OR SUCH LONGER PERIOD OF TIM 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.

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

Nominal Size (Sieves w/Square Openings)	Percent Passing by Weight
2"	100
1 - ½"	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 - ½" 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 One per 100 CY	1
Bedding Material One per 600 LF	2
Tamped Backfill One per 600 LF	2

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 Mods 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
¾″	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 place 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 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 though them as solution of chlorine of 50mg/l for 24 hours in such manner as to meet the requirements of the State Board of Health.

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.) farmable 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 ¼" 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 360º. 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 ½" 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

EXHIBIT C

BID TABULATION SHEET

BID TAB

August 29, 2024

Project: 7th, 25th and Grace Avenue Infrastructure Improvements

Project No. 12240

BASE BID

Item No.	Item Description	Quantity	Unit	TL Wallace Construction, Inc 4025 Hwy 35 North Columbia, MS 39429		R&J Construction, Inc PO Box 6 Laurel, MS 39441	
				Unit Price	Amount	Unit Price	Amount
201-A	Clearing and Grubbing	1	LS	$60,200.00	$60,200.00	$50,000.00	$50,000.00
202-B	Removal of Asphalt Pavement, All Depths	2,171	SY	$9.50	$20,624.50	$9.00	$19,539.00
202-B	Removal of Concrete Pavement, All Depths	235	SY	$19.00	$4,465.00	$13.50	$3,172.50
202-B	Removal of Concrete Sidewalk	580	SY	$23.00	$13,340.00	$13.50	$7,830.00
202-B	Removal of Curb & Gutter, All Types	2,330	LF	$14.00	$32,620.00	$10.00	$23,300.00
202-B	Removal of Header & Integral Curb, All Types	72	LF	$16.00	$1,152.00	$10.00	$720.00
202-B	Removal of Fence, All Types	420	LF	$12.00	$5,040.00	$15.00	$6,300.00
202-B	Removal of Guard Rail, All Types	75	LF	$12.00	$900.00	$100.00	$7,500.00
202-B	Removal of Sign & Post	10	EA	$168.00	$1,680.00	$200.00	$2,000.00
202-B	Removal of Wood Foot Bridge, All Types	145	LF	$14.00	$2,030.00	$25.00	$3,625.00
202-B	Removal of Concrete Ditch Paving, All Depths	975	SY	$45.00	$43,875.00	$11.25	$10,968.75
202-B	Removal of RipRap, All Depths, Sizes & Types	995	SY	$45.00	$44,775.00	$25.00	$24,875.00
202-B	Removal of Concrete Inlet and Junction Box, All Types & Sizes	16	EA	$1,270.00	$20,320.00	$600.00	$9,600.00
202-B	Removal of Concrete Headwall, All Types & Sizes	41	LF	$46.00	$1,886.00	$150.00	$6,150.00
202-B	Removal of Concrete Flared End Section, All Sizes	3	EA	$1,270.00	$3,810.00	$200.00	$600.00
202-B	Removal of Large Storm Sewer Structure	2	EA	$3,790.00	$7,580.00	$3,000.00	$6,000.00
202-B	Removal of Pipe, 8" to 36" Dia, All types & Depths	828	LF	$35.00	$28,980.00	$15.00	$12,420.00
202-B	Removal of Pipe, over 36" Dia, All Types & Depths	465	LF	$75.00	$34,875.00	$25.00	$11,625.00
202-B	Removal of Box Culvert, All Sizes, Types & Depths	715	LF	$130.50	$93,307.50	$100.00	$71,500.00
203-A	Unclassified Excavation, LVM, AH	500	CY	$23.00	$11,500.00	$20.00	$10,000.00
203-D	Muck Excavation, LVM	100	CY	$32.00	$3,200.00	$22.00	$2,200.00
203-EX	Borrow Excavation, AH, LVM, Class B9	400	CY	$24.00	$9,600.00	$30.00	$12,000.00
203-G	Excess Excavation, LVM, AH	255	CY	$32.00	$8,160.00	$22.00	$5,610.00
211-B	Topsoil for Slope Treatment, Contractor Furnished	1,054	CY	$0.01	$10.54	$20.00	$21,080.00
215-A	Vegetative Materials for Mulch	2	TON	$873.00	$1,746.00	$937.50	$1,875.00
216-A	Solid Sodding	4,215	SY	$8.00	$33,720.00	$8.13	$34,267.95
219-A	Watering	85	KGAL	$35.00	$2,975.00	$20.00	$1,700.00
221-A	Concrete Paved Ditch	0.1	CY	$1,100.00	$110.00	$15,000.00	$1,500.00
226-A	Temporary Grassing	1	ACRE	$1,750.00	$1,750.00	$1,875.00	$1,875.00
907-234-A	Temporary Silt Fence	5,010	LF	$4.25	$21,292.50	$5.50	$27,555.00
237-A	Wattles, 20"	3,750	LF	$12.00	$45,000.00	$7.50	$28,125.00
246-A	Sandbags	385	LF	$18.00	$6,930.00	$18.75	$7,218.75
304-A	Granular Material, LVM, Class 9, Group C	50	CY	$30.00	$1,500.00	$100.00	$5,000.00
304-F	Size 610 Crushed Stone Base	1,375	TON	$100.00	$137,500.00	$73.00	$100,375.00
403-A	9.5mm, ST, Asphalt Pavement	405	TON	$155.00	$62,775.00	$215.00	$87,075.00
403-A	19mm, ST, Asphalt Pavement	355	TON	$170.00	$60,350.00	$287.50	$102,062.50
403-B	9.5mm, ST, Asphalt Pavement, Leveling	64	TON	$187.00	$11,968.00	$215.00	$13,760.00
406-A	Cold Milling of Bituminous Pavement, All Depths	3,475	SY	$12.00	$41,700.00	$9.38	$32,595.50
407-A	Asphalt for Tack Coat	370	GAL	$5.00	$1,850.00	$5.00	$1,850.00
601-B	Class "B" Structural Concrete	224	CY	$900.00	$201,600.00	$1,661.00	$372,064.00
601-B	Class "B" Structural Concrete, Minor Structures	195	CY	$1,780.00	$347,100.00	$2,661.00	$518,895.00
602-A	Reinforcing Steel	55,175	LBS	$3.00	$165,525.00	$5.00	$275,875.00
603-CA	15" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	8	LF	$62.00	$496.00	$128.70	$1,029.60
603-CA	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	1,028	LF	$67.00	$68,876.00	$120.18	$123,545.04
603-CA	24" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	536	LF	$86.00	$46,096.00	$140.58	$75,350.88
603-CA	30" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	168	LF	$116.00	$19,488.00	$158.96	$26,705.28
603-CA	36" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	968	LF	$120.00	$116,160.00	$189.45	$183,387.60
603-CB	24" Reinforced Concrete Pipe End Section	1	EA	$1,140.00	$1,140.00	$1,025.00	$1,025.00
603-CB	30" Reinforced Concrete Pipe End Section	1	EA	$1,690.00	$1,690.00	$1,200.00	$1,200.00
603-CE	29"x18" Reinforced Concrete Arch Pipe, Class IV, Flexible Plastic Gaskets	140	LF	$106.00	$14,840.00	$160.12	$22,416.80
603-CE	51"x31" Reinforced Concrete Arch Pipe, Class IV, Flexible Plastic Gaskets	92	LF	$342.00	$31,464.00	$295.93	$27,225.56
603-PA	10'x5' Precast Concrete Box Culvert	74	LF	$1,630.00	$120,620.00	$1,858.99	$137,565.26
603-PA	12'x4' Precast Concrete Box Culvert	416	LF	$1,890.00	$786,240.00	$1,749.30	$727,708.80
603-PB	10'x5' Precast Concrete Box Culvert End Section	1	EA	$15,100.00	$15,100.00	$20,100.00	$20,100.00
603-PB	12'x4' Precast Concrete Box Culvert End Section	1	EA	$18,500.00	$18,500.00	$21,140.00	$21,140.00
603-PC	12'x4' Precast Concrete Box Culvert 30° Bends	3	EA	$11,300.00	$33,900.00	$25,393.33	$76,179.99
601-SB	15" Branch Connection to Proposed 36" RCP	1	EA	$353.00	$353.00	$1,000.00	$1,000.00
601-SB	18" Branch Connection to Proposed 30" RCP	1	EA	$490.00	$490.00	$1,200.00	$1,200.00
601-SB	15" Branch Connection to Proposed Box Culvert	1	EA	$355.00	$355.00	$1,000.00	$1,000.00
601-SB	18" Branch Connection to Proposed Box Culvert	5	EA	$490.00	$2,450.00	$1,200.00	$6,000.00
601-SB	24" Branch Connection to Proposed Box Culvert	5	EA	$575.00	$2,875.00	$1,500.00	$7,500.00
601-SB	30" Branch Connection to Existing Box Culvert	1	EA	$1,130.00	$1,130.00	$1,800.00	$1,800.00
601-SB	30" Branch Connection to Proposed Box Culvert	1	EA	$1,130.00	$1,130.00	$1,800.00	$1,800.00
601-SB	36" Branch Connection to Proposed Box Culvert	4	EA	$1,500.00	$6,000.00	$2,000.00	$8,000.00

BID TAB

August 29, 2024

Project: 7th, 25th and Grace Avenue Infrastructure Improvements

Project No. 12240

TL Wallace Construction, Inc
4025 Hwy 35 North
Columbia, MS 39429

R&J Construction, Inc
PO Box 6
Laurel, MS 39441

BASE BID

Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount
601-SB	51"x31" Branch Connection to Proposed Box Culvert	1	EA	$1,120.00	$1,120.00	$7,500.00	$7,500.00
604-A	Castings	3,730	LBS	$6.00	$22,380.00	$6.00	$22,380.00
604-B	Gratings	2,400	LBS	$6.00	$14,400.00	$6.00	$14,400.00
607-B	60" Type I, Chain Link Fence, Class 1 (Incl. Posts, Fabric, Braces, Ties, Etc)	415	LF	$23.00	$9,545.00	$19.03	$7,897.45
607-G	Gate, 5'x4', Type I, Chain Link Fence, Class 1 (Complete, In Place)	1	EA	$1,140.00	$1,140.00	$715.00	$715.00
907-607-H	72" Wood Fence (Per Plans)	70	LF	$76.00	$5,320.00	$60.50	$4,235.00
608-A	Concrete Sidewalk, Without Reinforcement	1,280	SY	$71.00	$90,880.00	$75.35	$96,448.00
907-608-C	Detectable Warning Panels	285	SF	$33.00	$9,405.00	$27.50	$7,837.50
609-B	Concrete Curb, Header	10	LF	$70.00	$700.00	$40.70	$407.00
609-C	Concrete Integral Curb, Type 1	700	LF	$31.00	$21,700.00	$40.70	$28,490.00
609-D	Combination Concrete Curb and Gutter Type 1 Modified	4,055	LF	$25.00	$101,375.00	$30.80	$124,894.00
614-A	Concrete Driveway, Without Reinforcement, 6-inch Thickness	278	SY	$96.00	$26,688.00	$112.20	$31,191.60
614-A	Concrete Driveway, Without Reinforcement, 8-inch Thickness	386	SY	$119.00	$45,934.00	$112.20	$43,309.20
613-A	Adjustment of Castings, Gratings & Utility Appurtenances	7	EA	$1,500.00	$10,500.00	$1,120.00	$7,840.00
618-A	Maintenance of Traffic	1	LS	$70,900.00	$70,900.00	$26,580.00	$26,580.00
618-B	Additional Construction Signs	10	SF	$12.00	$120.00	$10.00	$100.00
619-D	Remove and Reset Signs, All Sizes	3	EA	$1,170.00	$3,510.00	$700.00	$2,100.00
620-A	Mobilization	1	LS	$500,000.00	$500,000.00	$442,760.00	$442,760.00 *
626-G	Thermoplastic Detail Stripe, Yellow, 6"	2,610	LF	$8.25	$21,532.50	$4.40	$11,484.00
626-H	Thermoplastic Legend, White (6" Equiv)	650	LF	$12.00	$7,800.00	$33.00	$21,450.00
630-A	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	30	SF	$71.00	$2,130.00	$27.50	$825.00
630-C	Steel U-Section Posts, 2.5 lb/ft	90	LF	$41.00	$3,690.00	$6.88	$619.20 *
699-A	Roadway Construction Stakes	1	LS	$46,000.00	$46,000.00	$39,000.00	$39,000.00
809-A	Retaining Wall System, Modular Block	790	SF	$206.00	$162,740.00	$66.00	$52,140.00
815-A	Loose Riprap (Size 300)	1,020	Ton	$110.00	$112,200.00	$154.00	$157,080.00
815-B	Grouted Riprap (Size 300)	555	SY	$111.50	$61,882.50	$197.64	$109,690.20
815-E	Geotextile under Riprap	1,765	SY	$4.25	$7,501.25	$2.83	$4,994.95
	Total Base Bid Roadway Items				$4,249,808.29 *		$4,681,531.86 *
SS1	8" SDR 26 PVC Sewer Pipe (0'-6') (Open Cut)	188	LF	$85.00	$15,980.00	$118.57	$22,291.16
SS3	12" SDR 26 PVC Sewer Pipe (6'- 8') (Open Cut)	100	LF	$110.00	$11,000.00	$139.80	$13,980.00
SS5	12" Steel Casing (0.25" WT) (Open Cut)(All Depths)	30	LF	$215.00	$6,450.00	$92.37	$2,771.10
SS6	16" Steel Casing (0.25" WT) (Open Cut)(All Depths)	40	LF	$300.00	$12,000.00	$126.35	$5,054.00
SS7	Removal of Existing Sewer Line	275	LF	$32.00	$8,800.00	$25.00	$6,875.00
SS8	Abandonment of Existing Sewer Line (All Sizes)	50	LF	$15.00	$750.00	$20.00	$1,000.00
SS9	Tracer Wire System for Sewer	1	LS	$11,800.00	$11,800.00	$220.00	$220.00
SS10	48" Precast Concrete Sewer Manhole (0' - 6')	1	EA	$4,790.00	$4,790.00	$2,675.00	$2,675.00
SS11	48" Precast Concrete Sewer Manhole (6' - 8')	1	EA	$5,920.00	$5,920.00	$3,035.00	$3,035.00
SS12	48" Precast Concrete Sewer Manhole (8' - 10')	1	EA	$7,310.00	$7,310.00	$3,035.00	$3,035.00
SS14	Drop Manhole Assembly (All Depths)	1	EA	$3,710.00	$3,710.00	$2,537.34	$2,537.34
SS15	Demolition and Removal of Existing Manholes (All Types)	3	EA	$1,130.00	$3,390.00	$600.00	$1,800.00
SS17	4" Sanitary Sewer Service Cleanout	4	EA	$1,140.00	$4,560.00	$580.87	$2,323.48
SS18	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	40	LF	$52.00	$2,080.00	$47.84	$1,913.60
SS19	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	100	LF	$55.00	$5,500.00	$53.88	$5,388.00
SS20	8"x8"x6" PVC Service Tee	2	EA	$331.00	$662.00	$284.56	$569.12
SS21	12"x12"x6" PVC Service Tee	2	EA	$1,230.00	$2,460.00	$671.78	$1,343.56
	Total Base Bid Sewer Items				$107,162.00		$76,811.36
W1	2" Class 200 PVC Water Pipe (Open Cut)	25	LF	$23.00	$575.00	$81.18	$2,029.50
W2	6" Class 350 Ductile Iron Water Pipe (Open Cut)	300	LF	$151.00	$45,300.00	$106.77	$32,031.00
W3	10" Class 350 Ductile Iron Water Pipe (Open Cut)	70	LF	$159.00	$11,130.00	$143.21	$10,024.70
W4	20" Class 350 Ductile Iron Water Pipe (Open Cut)	70	LF	$335.00	$23,450.00	$232.65	$16,285.50
W5	30" Steel Casing (0.25" WT) (Open Cut) (Split w/ Welding)	40	LF	$1,450.00	$58,000.00	$329.56	$13,182.40
W6	Tracer Wire System for Water	1	LS	$7,420.00	$7,420.00	$220.00	$220.00
W7	Connection: Prop 2" WL to Exist 2" WL (Coupling & other fittings)	2	EA	$920.00	$1,840.00	$1,650.45	$3,300.90
W8	Connection: Prop 6" WL to Exist 6" WL's (Coupling & other fittings)	10	EA	$2,460.00	$24,600.00	$2,325.43	$23,254.30
W9	Connection: Prop 10" WL to Exist 10" WL (Coupling & other fittings)	2	EA	$8,220.00	$16,440.00	$3,629.36	$7,258.72
W10	Connection: Prop 20" WL to Exist 20" WL (Coupling & other fittings)	2	EA	$23,100.00	$46,200.00	$10,540.36	$21,080.72
W11	6" Gate Valve	3	EA	$2,690.00	$8,070.00	$2,054.23	$6,162.69
W12	10" Gate Valve	1	EA	$5,240.00	$5,240.00	$3,688.79	$3,688.79
W13	Remove, Relocate & Reset Existing Hydrant w/ Appurtenances (Incl. Valve, Hydrant, Pipe, & other fittings)	2	EA	$7,280.00	$14,560.00	$7,095.52	$14,191.04
W14	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	2	EA	$895.00	$1,790.00	$940.27	$1,880.54

BID TAB

August 29, 2024

Project: 7th, 25th and Grace Avenue Infrastructure Improvements

Project No. 12240

				TL Wallace Construction, Inc 4025 Hwy 35 North Columbia, MS 39429		R&J Construction, Inc PO Box 6 Laurel, MS 39441	
BASE BID							
Item No.	**Item Description**	**Quantity**	**Unit**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
W15	Residential Service Tubing (Open Cut) (All Sizes)	25	LF	$23.00	$575.00	$48.36	$1,209.00
W16	Remove and Reset Water Meter	1	EA	$272.00	$272.00	$1,500.00	$1,500.00
	Total Base Bid Water Items				$265,462.00		$157,299.80
		TOTAL BASE BID			$4,622,432.29		$4,915,643.02
Additive Alternative No. 1							
Item No.	**Item Description**	**Quantity**	**Unit**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
201-A	Clearing and Grubbing	1	LS	$13,100.00	$13,100.00	$20,000.00	$20,000.00
202-B	Removal of Asphalt Pavement, All Depths	880	SY	$10.00	$8,800.00	$11.56	$10,172.80
202-B	Removal of Concrete Pavement, All Depths	320	SY	$19.00	$6,080.00	$18.28	$5,849.60
202-B	Removal of Concrete Sidewalk	307	SY	$23.00	$7,061.00	$11.25	$3,453.75
202-B	Removal of Curb & Gutter, All Types	1,595	LF	$14.00	$22,330.00	$20.00	$31,900.00
202-B	Removal of Header & Ingegral Curb, All Types	135	LF	$16.00	$2,160.00	$20.00	$2,700.00
202-B	Removal of Fence, All Types	186	LF	$12.00	$2,232.00	$20.00	$3,720.00
202-B	Removal of Sign & Post	3	EA	$168.00	$504.00	$200.00	$600.00
202-B	Removal of Concrete Inlet and Junction Box, All Types & Sizes	10	EA	$1,900.00	$19,000.00	$600.00	$6,000.00
202-B	Removal of Pipe, 8" to 36" Dia, All types & Depths	451	LF	$35.00	$15,785.00	$22.00	$9,922.00
907-202-B	Ditch Cleaning, Desnagging & Reshaping	740	LF	$78.00	$57,720.00	$15.00	$11,100.00
203-A	Unclassified Excavation, LVM, AH	500	CY	$23.00	$11,500.00	$20.00	$10,000.00
203-EX	Borrow Excavation, AH, LVM, Class B9	900	CY	$24.00	$21,600.00	$30.00	$27,000.00
203-G	Excess Excavation, LVM, AH	340	CY	$24.00	$8,160.00	$22.00	$7,480.00
211-B	Topsoil for Slope Treatment, Contractor Furnished	306	CY	$0.01	$3.06	$20.00	$6,120.00
215-A	Vegetative Materials for Mulch	1	TON	$56.00	$28.00	$937.50	$468.75
216-A	Solid Sodding	1,225	SY	$8.00	$9,800.00	$8.13	$9,959.25
219-A	Watering	25	KGAL	$35.00	$875.00	$20.00	$500.00
226-A	Temporary Grassing	0	ACRE	$1,750.00	$525.00	$1,875.00	$562.50
907-234-A	Temporary Silt Fence	1,170	LF	$4.25	$4,972.50	$5.50	$6,435.00
237-A	Wattles, 20"	510	LF	$12.00	$6,120.00	$7.50	$3,825.00
246-A	Sandbags	95	LF	$18.00	$1,710.00	$18.75	$1,781.25
907-258-PP	Concrete Steps, Per Plans	1	EA	$679.00	$679.00	$3,523.00	$3,523.00
907-258-N	Car Stop, Per Plans	6	EA	$275.00	$1,650.00	$200.00	$1,200.00
304-F	Size 610 Crushed Stone Base	790	TON	$100.00	$79,000.00	$83.50	$65,965.00
403-A	9.5mm, ST, Asphalt Pavement	215	TON	$155.00	$33,325.00	$189.20	$40,678.00
403-A	19mm, ST, Asphalt Pavement	181	TON	$170.00	$30,770.00	$253.00	$45,793.00
403-B	9.5mm, ST, Asphalt Pavement, Leveling	36	TON	$187.00	$6,732.00	$189.20	$6,811.20
406-A	Cold Milling of Bituminous Pavement, All Depths	1,871	SY	$12.00	$22,452.00	$8.25	$15,435.75
407-A	Asphalt for Tack Coat	195	GAL	$5.00	$975.00	$4.40	$858.00
601-B	Class "B" Structural Concrete, Minor Structures	62	CY	$1,780.00	$110,360.00	$2,661.00	$164,982.00
602-A	Reinforcing Steel	6,970	LBS	$3.00	$20,910.00	$5.00	$34,850.00
603-CA	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	608	LF	$59.00	$35,872.00	$138.60	$84,268.80
603-CA	24" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	636	LF	$76.00	$48,336.00	$153.02	$97,320.72
604-A	Castings	1,508	LBS	$6.00	$9,048.00	$4.40	$6,635.20
604-B	Gratings	200	LBS	$6.00	$1,200.00	$4.40	$880.00
607-B	60" Type I, Chain Link Fence, Class 1 (Incl. Posts, Fabric, Braces, Ties, Etc)	177	LF	$23.00	$4,071.00	$19.03	$3,368.31
608-A	Concrete Sidewalk, Without Reinforcement	800	SY	$71.00	$56,800.00	$75.35	$60,280.00
907-608-C	Detectable Warning Panels	201	SF	$33.00	$6,633.00	$27.50	$5,527.50
609-B	Concrete Curb, Header	10	LF	$70.00	$700.00	$40.70	$407.00
609-C	Concrete Integral Curb, Type 1	390	LF	$31.00	$12,090.00	$40.70	$15,873.00
609-D	Combination Concrete Curb and Gutter Type 1 Modified	82	LF	$25.00	$2,050.00	$30.80	$2,525.60
614-A	Concrete Driveway, Without Reinforcement, 6-inch Thickness	553	SY	$96.00	$53,088.00	$112.20	$62,046.60
613-A	Adjustment of Castings, Gratings & Utility Appurtenances	5	EA	$1,500.00	$7,500.00	$1,120.00	$5,600.00
618-A	Maintenance of Traffic	1	LS	$5,000.00	$5,000.00	$12,500.00	$12,500.00
618-B	Additional Construction Signs	10	SF	$12.00	$120.00	$10.00	$100.00
619-D	Remove and Reset Signs, All Sizes	2	EA	$1,170.00	$2,340.00	$700.00	$1,400.00
620-A	Mobilization	1	LS	$40,000.00	$40,000.00	$75,770.00	$75,770.00
626-G	Thermoplastic Detail Stripe, Yellow, 6"	1,850	LF	$4.75	$8,787.50	$3.03	$5,605.50
626-H	Thermoplastic Legend, White (6" Equiv)	1,214	LF	$18.00	$21,852.00	$9.35	$11,350.90
626-H	Thermoplastic Legend, White	16	SF	$17.00	$272.00	$82.50	$1,320.00
630-A	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	32	SF	$31.00	$992.00	$27.50	$880.00
630-C	Steel U-Section Posts, 2.5 lb/ft	75	LF	$24.00	$1,800.00	$6.88	$516.00
699-A	Roadway Construction Stakes	1	LS	$0.00	$0.00	$15,000.00	$15,000.00
	Total Add Alt No 1 Roadway Items				$845,470.06		$1,028,820.98
SS1	8" SDR 26 PVC Sewer Pipe (0'-6') (Open Cut)	90	LF	$85.00	$7,650.00	$131.32	$11,818.80
SS2	8" SDR 26 PVC Sewer Pipe (6'- 8') (Open Cut)	500	LF	$109.00	$54,500.00	$142.42	$71,210.00
SS4	12" SDR 26 PVC Sewer Pipe (16'- 18') (Open Cut)	20	LF	$670.00	$13,400.00	$503.59	$10,071.80
SS7	Removal of Existing Sewer Line	30	LF	$32.00	$960.00	$20.00	$600.00
SS8	Abandonment of Existing Sewer Line (All Sizes)	565	LF	$15.00	$8,475.00	$20.00	$11,300.00

BID TAB

August 29, 2024

Project: 7th, 25th and Grace Avenue Infrastructure Improvements

Project No. 12240

Item No.	Item Description	Quantity	Unit	TL Wallace Construction, Inc 4025 Hwy 35 North Columbia, MS 39429		R&J Construction, Inc PO Box 6 Laurel, MS 39441	
				Unit Price	Amount	Unit Price	Amount
SS9	Tracer Wire System for Sewer	1	LS	$8,810.00	$8,810.00	$220.00	$220.00
SS11	48" Precast Concrete Sewer Manhole (6' - 8')	2	EA	$5,920.00	$11,840.00	$2,919.00	$5,838.00
SS13	48" Precast Concrete Sewer Manhole (16' - 18')	1	EA	$15,300.00	$15,300.00	$4,439.00	$4,439.00
SS14	Drop Manhole Assembly (All Depths)	1	EA	$3,730.00	$3,730.00	$2,537.34	$2,537.34
SS15	Demolition and Removal of Existing Manholes (All Types)	3	EA	$1,130.00	$3,390.00	$600.00	$1,800.00
SS16	Abandonment of Existing Manholes (All Types)	1	EA	$1,000.00	$1,000.00	$1,790.00	$1,790.00
SS17	4" Sanitary Sewer Service Cleanout	2	EA	$1,140.00	$2,280.00	$1,161.74	$2,323.48
SS18	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	20	LF	$52.00	$1,040.00	$58.41	$1,168.20
SS19	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	30	LF	$55.00	$1,650.00	$52.29	$1,568.70
SS20	8"x8"x6" PVC Service Tee	2	EA	$332.00	$664.00	$284.56	$569.12
SS22	Existing Sewer Service Investigation	1	EA	$540.00	$540.00	$6,000.00	$6,000.00
	Total Add Alt No 1 Sewer Items				$135,229.00		$133,254.44
W13	Remove, Relocate & Reset Existing Hydrant w/ Appurtenances (Incl. Valve, Hydrant, Pipe, & other fittings)	2	EA	$11,700.00	$23,400.00	$7,095.52	$14,191.04
	Total Add Alt No 1 Water Items				$23,400.00		$14,191.04
	Total Additive Alternative No. 1				$1,004,099.06		$1,176,266.46
	Bid Total:				$5,626,531.35 *		$6,091,909.48 *

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on August 29, 2024, and that said tabulation is true and correct to the best of my belief.

Shea E. McNease, P.E.

Comments: * **Mathematical correction**

EXHIBIT D

TL WALLACE BID

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:	4,247,483.29	
	*** * * 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:	26 5,462.00	
				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 & Ingegral 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:	845,470.06	
	*** * * 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

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.

SHEA E. McNEASE
LICENSED PROFESSIONAL
ENGINEER
16793
STATE OF MISSISSIPPI

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.

EXHIBIT E

MCWI MODIFICATION SUBMISSION

90552513.v1

Request to Modify MCWI Application or Sub-Award Agreement

This form should be used when the Subrecipient determines that a modification to their MCWI Grant Application or executed Sub-Award Agreement is needed. The common reasons that modifications are requested are: (1) Project Name; (2) Scope of Work; (3) Project Schedule; (4) Project Budget; and/or (5) Plans and Specifications.

GENERAL INFORMATION:

Applicant/Subrecipient Name: City of Hattiesburg

Application ID/Sub-Award ID: 438-1-SW-5.6

Date of Request: 10/15/2024

Responsible Official[1]: Mayor | Toby Barker

MODIFICATION TYPES:

(1) PROJECT NAME

Modification Needed? Yes ☐ No ☑

If yes, provide a short project name that captures the nature of the proposed project:

(2) SCOPE OF WORK

Modification Needed? Yes ☐ No ☑

If yes, what is the primary purpose of the prosed Project (choose one):

Drinking Water ☐ Addition to Scope ☐

Stormwater ☐ Reduction of Scope ☐

Wastewater ☐

If a modified Scope of Work is needed, please provide a detailed Scope of Work for the proposed project. This should include a brief explanation as to why the proposed project is a "Necessary Investment". Attach additional pages if necessary.

[1] For counties, this should be the President of the Board of Supervisors. For municipalities, this should be the Mayor. For utility authorities, this should be a corporate officer.

(3) PROJECT SCHEDULE

Modification Needed? Yes ☑ No ☐

If yes, provide the actual start date (if task has begun) or anticipated start date (if task has not yet started) for the following:

Actual/Anticipated Start Date: 05/01/2024

Complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals: 05/01/2024

Advertise for Bids: 05/30/2024

Receive Bids: 08/29/2024

Execute Bids: 10/23/2024

(Per Article 10 of Grant Agreement: All reasonable measures shall be taken to obligate funds by 8/30/2024)

Construction Start: 04/01/2025

Closeout/Final Documentation: 06/19/2026

(Per Attachment A of Sub-Award Agreement: Closeout/Final Documentation shall be no later than 9/30/2026, unless an extension of this date is specifically authorized by MDEQ)

(4) PROJECT BUDGET

Modification Needed? Yes ☑ No ☐

MCWI Grant Funds can be reallocated to another active grant agreement held by the Subrecipient.
NOTE: The total MCWI Grant Funds allocated to the Subrecipient cannot increase.

Please provide the Current Approved Budget and provide the Proposed Revised Budget below.

Current Approved Budget	
MCWI	$ 1,635,500.00
LFRF	$ 1,635,500.00
Transfer LFRF	$ 0.00
Other Funds	$ 948,500.00
Total	$ 4,219,500.00

Proposed Revised Budget	
MCWI	$ 2,061,616.97
LFRF	$ 2,061,616.97
Transfer LFRF	$ 0.00
Other Funds	$ 1,000,000.00
Total	$ 5,123,233.94

If Proposed Revised Budget MCWI Funds are decreasing, please provide the Grant Agreement Number the funds are being reallocated, or indicate the if the funds are being returned to the MCWI Program.
If Proposed Revised Budget MCWI Funds are increasing, please provide the Grant Agreement Number the funds are being reallocated.

	Amount(s):
569-2-SW-5.6	$ 426,116.97

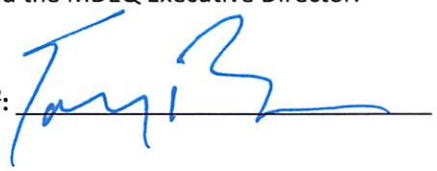
(5) PLANS AND SPECIFICATIONS

Modification Needed? Yes ☐ No ☑

If yes, provide a copy of the plans and specifications for the proposed project. If applicable, provide a copy of the revised proposed project map.

RESOLUTION AND CERTIFICATION

I certify that the information provided in this document is true and correct and that I, as the Responsible Official, am authorized to request this modification. I also acknowledge that approval of this request is at the discretion of the MDEQ Executive Director and if approved this request shall be considered as a modification to the Applicant's MCWI Application. I further acknowledge that this request does not modify any executed Sub-Award Agreement and that my Sub-Award Agreement is not modified until it has been executed by both me and the MDEQ Executive Director.

RESPONSIBLE OFFICIAL[2]: 

TITLE: Mayor

DATE: 10/15/2024

Please email this Modification Request Form to mcwisubrecipient@horne.com.

[2] For counties, this should be the President of the Board of Supervisors. For municipalities, this should be the Mayor. For utility authorities, this should be a corporate officer.

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 19, 2024**

Re: **Adopt a Resolution authorizing the revised obligation of ARPA funds for MCWI Project # 568-2-SW-5.6; and Authorize the Mayor to execute all necessary agreements for related purposes.**
File Number: 2024-673
Minute Book #

Summary
Adopt a Resolution authorizing the revised obligation of a portion of funds received from the U.S. Department of Treasury under the American Rescue Plan Act ("ARPA) for Mississippi Municipality & County Water Infrastructure Grant Program ("MCWI") Project # 568-2-SW-5.6; and Authorize the Mayor to execute all necessary agreements, including construction contracts, for related purposes.

Recommendation Statement
I recommend approval of this item.

Please place this on the November 19, 2024 City Council meeting for consideration.

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF HATTIESBURG APPROVING THE REVISED OBLIGATION OF THE CITY'S ARPA FUNDS FOR THE UNIFIED NEIGHBORHOOD INFRASTRUCTURE IMPROVEMENTS PROJECT; AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT FOR THE SAME; AND FOR RELATED PURPOSES

WHEREAS, the American Rescue Plan Act, through the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund (together, "ARPA"), allotted approximately $350 billion to assist state, local, tribal and territory governments in responding to COVID-19, and the City of Hattiesburg, Mississippi ("City") has received a total of $12,875,821 from ARPA ("Funds"); and

WHEREAS, the United States Department of Treasury has established a final rule implementing ARPA as effective April 1, 2022, FAQ's and related guidance, as amended from time to time ("Guidance"), setting forth specific requirements for utilizing the funds, including the eligible uses thereof, received under ARPA; and

WHEREAS, on August 22, 2023, the Mayor and City Council ("Governing Body") of the City adopted Resolution # 2023-105 ("Resolution") authorizing the Subgrant Agreement ("Agreement") by and between the City and the Mississippi Department of Environmental Quality ("MDEQ") for grant funds under the Mississippi Municipality and County Water Infrastructure Grant Program ("MCWI") for Project #568-2-SW-5.6: The Unified Neighborhood Infrastructure Improvements Project ("Project") and authorized procurement of the Project;

WHEREAS, the City advertised for bids for the Project in accordance with Miss. Code Ann. § 31-7-13 and its Uniform Guidance Policy for American Rescue Plan Fiscal Recovery Funds for the City of Hattiesburg, Mississippi, a copy of such proof of publication and posting to MPTAP for MB/WBE compliance is attached hereto as **Exhibit A**;

WHEREAS, the bid specs for the Project, including the form of the construction contract ("Construction Contract"), are attached hereto as **Exhibit B;**

WHEREAS, the City has received bids for the Project, and a copy of such bid tabulation sheet is attached as **Exhibit C**;

WHEREAS, upon review of the bids, the City desires to award the bid for the Project R &J Construction, Inc. ("R & J") as the lowest and best bid in the amount of $2,185,814.45, with a copy of such bid being attached hereto as **Exhibit D**;

WHEREAS, the City submitted a modification request to MDEQ to change the MCWI grant funds approved in the Agreement ("Modification") as evidenced by **Exhibit E** attached hereto;

WHEREAS, the City desires to enter into the Construction Contract with R & J to construct the Project, the form of which is included in Exhibit B;

WHEREAS, under the Agreement approved by the Resolution and the Modification thereto, MCWI will provide $1,033,396.59 to the City under the MCWI program for the Project, and the

City desires to allocate $1,033,396.59 under the Construction Contract utilizing its ARPA Funds as its match requirement for the MCWI funds awarded by MDEQ, all as under the provision of government services as loss revenues or the "water, sewer, and broadband eligible use category," as allowed by ARPA and its Guidance;

WHEREAS, the City shall be authorized to use any other lawful funds of the City to pay the balance of the Construction Contract; and

WHEREAS, the City now desires to enter into the Construction Contract and authorize the requisite officials to move forward with R & J constructing the Project.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City as follows:

1. R & J is hereby awarded the bid for the Project.
2. The Project is an eligible use under ARPA's revenue loss category for the provision of government services and/or ARPA's water, sewer, and broadband eligible use category.
3. The Project shall be funded utilizing $1,033,396.59 granted to the City as a reimbursement under the MCWI program per the Agreement and Modification, $1,033,396.59 utilizing the City's ARPA Funds, and the remaining balance from any other lawful funds of the City.
4. That the Mayor is hereby authorized to execute the Construction Contract with R & J, the form of which is attached hereto in Exhibit B and incorporated in full herein.

Following the reading of the foregoing Resolution, Councilperson _____made the motion and Councilperson _____seconded the motion, and the question being put to a roll call vote, the result was taken as follows:

Councilperson Jeffrey George	voted: ____
Councilperson Deborah Delgado	voted: ____
Councilperson Carter Carroll	voted: ____
Councilperson Dave Ware	voted: ____
Councilperson Nicholas Brown	voted: ____

The motion having received the affirmative vote of a majority of the members present, the President of the Governing Body, acting for and on behalf of the City, declared the motion carried and the resolution adopted, on this the _____ day of 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 _____day of ___, 2024.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

EXHIBIT A

PROOF OF PUBLICATION AND MPTAP POSTING

Hattiesburg Publishing, Inc.

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

Proof of Publication

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

Total # of Words: 259 Published 2 times

Date 1st Published: June 6 Amt: 31.08

Date 2nd Published: June 13 Amt: 25.90

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 56.98

Proof of Publication Fee: 3.00

TOTAL: 59.98

(signed) Kathy Bullock
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 13 day of June, 2024, a Notary Public in and for the County of Lamar, State of Mississippi:

(signed) Amanda E. Strange

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 358460 AMANDA E. STRANGE Commission Expires June 21, 2027 FORREST COUNTY

FOR OFFICE USE ONLY:

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

ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, MISSISSIPPI, will receive sealed bids until 10:00 AM on July 11, 2024 in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

UNIFIED NEIGHBORHOOD INFRASTRUCTURE 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:
UNIFIED NEIGHBORHOOD INFRASTRUCTURE 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
Published June 6, 13, 2024

Shannon McConnell

From: Agency Bid Bank <agencybidbank@mississippi.org>
Sent: Wednesday, June 5, 2024 5:21 PM
To: Shannon McConnell
Subject: MPTAP Bid Submission -- 06/05/2024 05:21 PM

Thank you for your bid submission on 06/05/2024 05:21 PM.

Please Keep this Confirmation for your Records

User: smcconnell@sd-w.com (Shannon McConnell)
Agency: Shows, Dearman and Waits, Inc.
Division:

Bid Number: 10763-20240605171806
Alternate Bid Number (if applicable): 12220-008
Bid Due Date and Time: 7/11/2024 10:00:00 AM
NIGP Number: 91356
NIGP Description: Construction Services, Heavy, Utility/Underground Projects
Major Procurement Category: CONSTRUCTION
Sub Procurement Category: CONSTRUCTION - SERVICES
Pre-Bid Conference: False
Pre-Bid Conference Date and Time: N/A
Pre-Bid Description (if applicable): N/A
Bid Description: NOTICE is hereby given that the City Clerk of the City of Hattiesburg, MISSISSIPPI, will receive sealed bids until 10:00 AM on July 11, 2024 in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following: UNIFIED NEIGHBORHOOD INFRASTRUCTURE IMPROVEMENTS PHASE I HATTIESBURG, MISSISSIPPI
File attached: True
File Attachment Generated File Name: 10763-20240605171806.pdf
File Attachment Description (if applicable): ADVERTISEMENT FOR BIDS: UNIFIED NEIGHBORHOOD INFRASTRUCTURE IMPROVEMENTS PHASE I HATTIESBURG, MISSISSIPPI

Thank you for your bid submission. Your bid has been registered with our system, and the MPTAP administrator has been notified of your bid.

Confidentiality Note: The Mississippi Development Authority (MDA) is committed to ensuring complete confidentiality of information for our customers. To this end, the information contained in this e-mail and/or document(s) attached is for the exclusive use by the individual named above and/or their organization and may contain confidential, privileged and non-disclosable information. If you are not the intended recipient, please refrain from reading, photocopying, distributing or otherwise using this e-mail or its contents in any way. If you have received this transmission in error, please notify me immediately. (MDA-2012)

EXHIBIT B

BID SPECS AND FORM OF CONSTRUCTION CONTRACT

sdw
Engineering Progress

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

UNIFIED NEIGHBORHOOD INFRASTRUCTURE IMPROVEMENTS PHASE I

FOR THE

CITY OF HATTIESBURG

JUNE 2024



PREPARED BY:

SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

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

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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 11, 2024** in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

UNIFIED NEIGHBORHOOD
INFRASTRUCTURE 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:
UNIFIED NEIGHBORHOOD
INFRASTRUCTURE 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 6, 2024 and June 13, 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 11, 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 **UNIFIED NEIGHBORHOOD INFRASTRUCTURE 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.

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 and2 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 of2 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 of 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

Unified Neighborhood Infrastructure Improvements

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 consist of the rehabilitation of storm sewer pipes along Penton Street, Magnolia Avenue, and Cedar Street in the City of Hattiesburg. The Project will also consist of upgrades along Magnolia Avenue and Cedar Street to the stormwater, drinking water, and sewer infrastructure.

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

(I) 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 March 5. 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 March 14. 2024, advertise each construction contract for bids;

d. On or about April 28. 2024, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;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;

1. 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, _____ , certifies the above Attachment B, Subaward Terms and Conditions for Contracted Parties.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
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, _____ , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Contractor's Employer Identification Number (EIN)

_____
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

   a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name

By _____
Name and Title of Authorized Representative

Signature of Authorized Representative

Date

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 a 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

Page	Subsection	Change
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.

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 109.01on 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: Unified Neighborhood Infrastructure 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 **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.

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,

_____

Bidding Company

_____

Authorized by:

_____

_____

ADDRESS

UPDATED PROPOSAL - ADDENDUM #2 - ATTACHMENT #2	Proj. No. 12220-008	Date: 8/5/2024

UNIFIED NEIGHBORHOOD INFRASTRUCTURE IMPROVMENTS PH I

Item No.	Description	Unit	Quantity	Unit Price	Extension	Note
	** * * Demolition * * **					
201-A	Clearing and Grubbing	LS	1			
202-B	Removal of Asphalt Pavement, All Depths	SY	2,118			4
202-B	Removal of Concrete Pavement, All Depths	SY	299			4
202-B	Removal of Concrete Sidewalk	SY	103			4
202-B	Removal of Curb & Gutter, All Types	LF	272			4
202-B	Removal of Fence, All Types	LF	40			
202-B	Removal of Inlet and Junction Box, All Types & Sizes	EA	19			
202-B	Removal of Pipe, 8" And Above	LF	2,195			
202-B	Removal of Traffic Stripe	LF	60			
202-B	Removal of Traffic Stripe	SF	16			
	** * * Earthwork & Temporary Erosion Control * * **					
203-A	Unclassified Excavation, LVM, AH	CY	110			4
203-D	Muck Excavation, FM	CY	1,393			4
203-EX	Borrow Excavation, AH, LVM, Class B9	CY	2,800			4
203-G	Excess Excavation, LVM, AH	CY	100			
211-B	Topsoil for Slope Treatment, Contractor Furnished	CY	1,883			
215-A	Vegetative Materials for Mulch	TON	4			
216-A	Solid Sodding	SY	7,519			1
219-A	Watering	KGAL	151			
226-A	Temporary Grassing	ACRE	2			
907-234-A	Temporary Silt Fence	LF	5,295			2
237-A	Wattles, 20"	LF	1,920			2
246-A	Sandbags	LF	100			2
	** * * SubBase, Base, & Paving * * **					
304-F	Size 610 Crushed Stone Base	TON	1,335			4
403-A	9.5mm, ST, Asphalt Pavement	TON	321			4
403-A	19mm, ST, Asphalt Pavement	TON	549			4
403-B	9.5mm, ST, Asphalt Pavement, Leveling	TON	50			4
406-A	Cold Milling of Bituminous Pavement, All Depths	SY	1,690			
407-A	Asphalt for Tack Coat	GAL	333			4

	** * * Drainage * * **					
601-A	Class "B" Structural Concrete	CY	2.5			
601-B	Class "B" Structural Concrete, Minor Structures	CY	81.7			
602-A	Reinforcing Steel	LBS	6,793			
603-CA	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	320			
603-CA	24" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	950			
603-CA	36" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	446			
603-CE	22" x 13" Concrete Arch Pipe, Class A IV, Flexible Plastic Gaskets	LF	244			
603-CE	44" x 27" Concrete Arch Pipe, Class A IV, Flexible Plastic Gaskets	LF	274			
603-CF	22" x 13" Concrete Arch Pipe End Section	EA	2			
603-CF	44" x 27" Concrete Arch Pipe End Section	EA	4			
603-PE	18" Corrugated Polyethylene Pipe, Dual Wall, (Incl. Bedding)	LF	180			
603-PP	36" Preformed Polyethylene Drainage Catch Basin, (Incl. Bedding)	EA	9			
603-SB	15" Branch Connections, Stub into Inlet	EA	2			
603-SB	18" Branch Connections, Stub into Inlet	EA	1			
603-SB	36" Branch Connections, Stub into Inlet	EA	8			
604-A	Castings	LBS	1,975			
604-B	Gratings	LBS	2,356			
	** * * Fences & Gates * * **					
607-B	60" Type I, Chain Link Fence, Class 1	LF	40			
	** * * Curbing & Gutters, Sidewalks & Driveways * * **					
608-A	Concrete Sidewalk, Without Reinforcement	SY	970			**4**
907-608-C	Detectable Warning Panels	SF	132			
609-C	Concrete Integral Curb, Type 1	LF	263			**4**
609-D	Combination Concrete Curb and Gutter Type 1 Modified	LF	2,017			**4**
614-A	Concrete Driveway, Without Reinforcement, 6-inch Thickness	SY	620			**4**
614-A	Concrete Driveway, Without Reinforcement, 8-inch Thickness	SY	32			
	** * * Miscellaneous Roadway* * **					
613-A	Adjustment of Castings, Gratings & Utility Appurtenances	EA	8			**4, 5**
618-A	Maintenance of Traffic	LS	1			**3, 4**
618-B	Additional Construction Signs	SF	3			
619-D	Remove and Reset Signs, All Sizes	EA	8			
620-A	Mobilization	LS	1			**4**
	** * * Pavement Striping & Marking * * **					
626-G	Thermoplastic Detail Stripe, Yellow, 6"	LF	650			**4**
626-H	Thermoplastic Legend, White (6" Equiv)	LF	2,320			**4**

	** * * Permanent Traffic Control * * **				
630-A	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	SF	32		
630-C	Steel U-Section Posts, 2.5 lb/ft	LF	120		
	** * * Survey & Staking * * **				
699-A	Roadway Construction Stakes	LS	1		
	** * * Sewer Pipe Items * * **				
SS1	8" SDR 26 PVC Sewer Pipe (0'-6') (Open Cut)	LF	480		
SS2	8" SDR 26 PVC Sewer Pipe (6'- 8') (Open Cut)	LF	176		
SS3	8" SDR 26 PVC Sewer Pipe (8'- 10') (Open Cut)	LF	213		
SS4	8" SDR 26 PVC Sewer Pipe (10'- 12') (Open Cut)	LF	56		
SS5	8" SDR 26 PVC Sewer Pipe (12'- 14') (Open Cut)	LF	18		
SS6	Removal of Existing Sewer Line	LF	903		
SS7	Tracer Wire System for Sewer	LS	1		
	** * * Sewer Manhole Items * * **				
SS8	48" Precast Concrete Sewer Manhole (0' - 6')	EA	2		
SS9	48" Precast Concrete Sewer Manhole (8' - 10')	EA	1		
SS10	48" Precast Concrete Sewer Manhole (10' - 12')	EA	1		
SS11	48" Precast Concrete Sewer Manhole (12' - 14')	EA	1		
SS12	Drop Manhole Assembly (All Depths)	EA	1		
SS13	Demolition and Removal of Existing Manholes (All Types)	EA	3		
	** * * Sewer Service Items * * **				
SS14	4" Sanitary Sewer Service Cleanout Assembly	EA	4		
SS15	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	100		
SS16	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	140		
SS17	8"x8"x6" PVC Service Tee	EA	4		
SS18	Existing Sewer Service Investigation	EA	3		
	** * * Water Pipe Items * * **				
W1	2" Class 200 PVC Water Pipe (Open Cut)	LF	40		
W2	4" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	10		
W3	6" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	1,040		
W4	Tracer Wire System for Water	LS	1		
	** * * Water Connection Items * * **				
W5	Cut and Cap Existing Water Lines	EA	4		

W6	Connection: Prop 6" WL to Prop 4" WL (Coupling & other fittings)	EA	1		
W7	Connection: Prop 2" WL to Prop 6" WL (Hot Tap w/ Valve & other fittings)	EA	2		
W8	Connection: Prop 4" WL to Exist 6" WL (Hot Tap w/ Valve & other fittings)	EA	1		
W9	Connection: Prop 6" WL to Exist 10" WL (Hot Tap w/ Valve & other fittings)	EA	1		
	** * * Water Valve Items * * **				
W10	6" Gate Valve	EA	3		
	** * * Water Service Items * * **				
W11	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	EA	5		
W12	Residential Service Tubing (Open Cut) (All Sizes)	LF	370		
W13	Remove and Reset Water Meter	EA	5		

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)

BID TOTAL:

$

Bid Respectfully Submitted, Name of Firm or Bidder:

BID BOND

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

Signed, this _____ day of _____, 20_____.

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

UNIFIED NEIGHBORHOOD
INFRASTRUCTURE 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:

UNIFIED NEIGHBORHOOD
INFRASTRUCTURE 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:

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 **UNIFIED NEIGHBORHOOD INFRASTRUCTURE 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)

_____
PRINCIPAL

WITNESSES:

_____

_____ _____
ADDRESS

_____

_____
Name of person executing for Principal

_____
TITLE

_____
SURETY

_____

WITNESSES: _____
ADDRESS

_____

_____

_____
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 shows on the plans will not vary during actual construction of the contract. The CONTRACTOR further acknowledges the possibility of variation of quantities, shall be precluded from claiming in the construction of the project, and the CONTRACTOR shall not claim deception or misunderstanding because of any variation in quantities, location, character of work, or any other condition. Payment will be made only for actual quantities of work performed and accepted.

The OWNER makes no guarantees regarding the character or extent of water levels, soil, rock, utilities, or any other subsurface condition the BIDDER may encounter during work. The OWNER requires BIDDERS to make their own evaluation of subsurface soil conditions and to determine how these conditions may affect methods of construction

CONTRACTOR'S PRE-BID REPRESENTATIONS:

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

COMMENCEMENT OF CONTRACT TIME:

2.5 The Contract Time will commence to run in accordance with the Notice to Proceed.

STARTING THE PROJECT:

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

BEFORE STARTING CONSTRUCTION:

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications. CONTRACTOR shall pot-hole existing utilities to ascertain exact location throughout the entire project. CONTRACTOR shall notify the ENGINEER any such locations of utilities which will prevent the work from being performed as designed, any work performed in which conflicts with an existing utility shall be remedied by the CONTRACTOR at his sole expense.

SCHEDULE OF COMPLETION:

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

2.9 At a time deemed appropriate by the OWNER to but before starting the Work at the site, a preconstruction conference may be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the OWNER or his representative, ENGINEER, Resident Project Representatives,

CONTRACTOR and his Superintendent.

QUALIFICATION OF SUBCONTRACTORS MATERIALMEN AND SUPPLIERS:

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

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

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

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

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

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

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

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

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

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

Availability of Lands

4.1 The OWNER will furnish, as indicated in Contract Documents, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by

the OWNER, unless otherwise specified in the Contract Documents. Other access to such lands or rights-of-way for the CONTRACTOR'S convenience shall be the responsibility of the CONTRACTOR. The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

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

Subsurface Conditions:

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

Differing Site Conditions

4.4 (a) The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the OWNER in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The OWNER shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an

equitable adjustment shall be made and the contract modified in writing accordingly.

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

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

ARTICLE 5 - BONDS AND INSURANCE:

Performance and Payment Bonds:

5.1 The contractor's attention is directed to the Information for Bidders and Supplement to General Conditions.

Contractor's Liability Insurance:

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

5.3 The CONTRACTOR agrees that if any part of the Work under the contract is sublet, he will require the Subcontractor(s) to carry insurance as required, and that he will require the Subcontractor(s) to furnish to him insurance certificates similar to those required by the OWNER in 5.1 and 5.2 above.

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

Owner's Liability Insurance

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

Fire and Extended Coverage Insurance (Builders' Risk):

5.5 The CONTRACTOR shall maintain, as applicable, in an Insurance Company or Insurance Companies acceptable to the OWNER, Fire, Extended Coverage and Vandalism & Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery

is included in the Contract. The amount of insurance should at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all Subcontractors performing work.

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

Cancellation and Re-Insurance:

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

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES:

Supervision and Superintendence:

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

Labor, Materials and Equipment:

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

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

6.4 All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

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

Materials, Equipment, Products and Substitutions:

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

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

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

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

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

CONTRACTOR. (See paragraph 7.10)

6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

Concerning Subcontractors:

6.7 The CONTRACTOR will not employ any Subcontractor, other person or organization of the types referred to in paragraph 2.10 (whether initially or as a substitute) against whom the OWNER or the ENGINEER may have reasonable objection, not will the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. The CONTRACTOR will not make any substitution for any Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.

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

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

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

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

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

6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

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

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

Patent Fees and Royalties:

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

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

Permits:

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

Laws and Regulations:

6.16 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the ENGINEER

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

Taxes:

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

Record Drawings:

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

Safety and Protection:

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

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

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

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

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

Emergencies:

6.21 In emergencies affecting the safety of persons or the Work or property at the

site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 & 12.

Shop Drawing and Samples:

6.22 After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9) three (3) copies (or at the ENGINEER'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.

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

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

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

or coordinated each Shop Drawings or sample with the requirements of the Work and the Contract Documents.

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

6.27 The ENGINEER'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER'S attention to such deviation at the time of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

Cleaning Up:

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

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

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

Public Convenience and Safety:

6.31 The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local

conditions. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position at such locations as traffic demands in accordance with the MUTCD. At any time that streets are required to be closed, the CONTRACTOR shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. The CONTRACTOR shall keep the portion of the project being used by the public in satisfactory condition. It may become necessary for the CONTRACTOR to sweep the roadway surface to completely remove debris.

Sanitary Provisions:

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

Indemnification:

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

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

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

Responsibility for Connecting to Existing Work:

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

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

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

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

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

Cooperation with Governmental Departments, Public Utilities, Etc:

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

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

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

Use of Premises:

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

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

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

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

Protection of Existing Property Improvements:

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

Temporary Heat:

6.41 The General CONTRACTOR shall provide heat, fuel and services as necessary to protect all work and materials, within all habitable areas of permanent building construction, for all contracts against injury from dampness and cold until final acceptance of all work and materials for the Project, unless building is fully occupied by the OWNER prior to such acceptance, in which case the OWNER shall assume all expenses of heating from date of full occupancy. In areas outside those covered above, each prime contractor shall be responsible for providing such temporary heat, fuel and services as required to protect his work or shall make all necessary arrangements with the General CONTRACTOR for providing such temporary heat,

fuel and services. Unless otherwise specifically permitted by Special Conditions, the permanent heating system shall not be used to provide temporary heat. CONTRACTOR'S proposed methods of heating shall be submitted for approval.

ARTICLE 7 - WORK BY OTHERS:

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

7.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other CONTRACTOR (or the OWNER), the CONTRACTOR will promptly report to the ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

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

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

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

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

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

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

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

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

ARTICLE 8 - OWNER'S RESPONSIBILITIES:

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

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

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

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

Drawings and Specifications.

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

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

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

8.8 The OWNER shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the ENGINEER may determine. See paragraph 14.11.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION:

Owner's Representative:

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

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

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

Visits to Site:

9.2 The ENGINEER will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding

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

Clarifications and Interpretations:

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

Measurement of Quantities:

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

Rejecting Defective Work:

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

Shop Drawings, Change Orders and Payments:

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

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

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

Resident Project Representative:

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

Decisions on Disagreements:

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

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

Limitations on Engineer's Responsibilities:

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

9.13 The ENGINEER will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs

incident thereto, and he will not be responsible for the CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

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

ARTICLE 10 - CHANGES IN THE WORK:

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

10.2 The ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

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

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

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

ARTICLE 11 - CHANGE OF CONTRACT PRICE:

11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations

assigned to or undertaken by the CONTRACTOR shall be at his expense without changing the Contract Price.

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

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

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

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

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

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

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

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

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents by application of unit prices to the quantities of the items involved.

11.3.2 By negotiated lump sum.

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

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

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

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

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

paragraphs 11.4 and 11.5.

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

11.4.5 Supplemental costs including the following:

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

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

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

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

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

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

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

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

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

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

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

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

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR'S for delinquent payments.

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

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

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

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

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

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

of the Cost of the Work.

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

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

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

11.9.1 These allowances shall cover the cost to the CONTRACTOR less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

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

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

ARTICLE 12 - CHANGE OF THE CONTRACT TIME:

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be

determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

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

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

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

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

ARTICLE 13 - GUARANTY:

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

ARTICLE 14 - PAYMENTS AND COMPLETION:

Payments to Contractors:

14.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK

performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or revise the partial payment estimate provides the same to the CONTRACTOR indicating in writing his reasons for refusing or revising payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within forty-five (45) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER may retain a portion of the amount otherwise due the CONTRACTOR. Except as State law otherwise provides, the amount the OWNER retains shall be limited to the following:

14.1.1 Withholding of not more than 5 percent of the payment claimed until work is 50 percent complete;

14.1.2 When Work is 50 percent complete, reduction of the withholding to 2.5 percent of the dollar value of all Work satisfactorily completed to date, provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding and the same is requested by the CONTRACTOR in writting;

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 exits. 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 if this Contract in amounts not less than the following:

Bodily injury liability in the amount of FIVE HUNDRED THOUSAND DOLLARS ($500,000) for each person and ONE MILLION DOLLARS ($l,000,000) for each accident and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS ($500,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total for aggregate limit of FIVE HUNDRED THOUSAND DOLLARS ($1,000,000) for all damages arising out of injury to or destruction of property during the policy period.
The Comprehensive Public Liability and Property Damage policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

a. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.

b. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.

c. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.

C. CONTRACTOR'S Contingent or Protective Liability and Property Damage:

In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of $500,000/$1,000,000 for Public Liability Insurance and $500,000/$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.

D. Automotive Public Liability and Property Damage

The **CONTRACTOR** shall maintain automobile public liability insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS ($500,000) for injury to one person and ONE MILLION DOLLARS ($1,000,000) for one accident; and automobile property damage insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS ($500,000) for one accident to protect him from any and all claims arising from the use of the following:

a. **CONTRACTOR'S** own automobiles and trucks.

b. Hired automobiles and trucks.

c. Automobiles and trucks owned by Subcontractors.

The aforementioned is to cover use of automobiles and trucks on and off the site of the Project.

E. OWNER'S Protective Liability Policy

The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds in amounts not less than the following:

a. Bodily Injury in the amount of ONE MILLION DOLLARS ($1,000,000) for each person and ONE MILLION DOLLARS ($1,000,000) for each accident and property damage liability in the amount of FIVE HUNDRED THOUSAND DOLLARS ($500,000) for all damages arising out of an injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS ($1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

CLEANING UP

The CONTRACTOR shall, at all times, keep the premises free from accumulations of waste materials and at the completion of the work, be shall remove all his rubbish, tools, temporary buildings, etc. from and about the site and shall leave his work "broom" clean unless more exactly specified elsewhere. All glass shall be washed and left free from stains of any nature.

SPECIAL INSTRUCTIONS

LIMITATIONS

During construction, care is to be taken to prevent damage to the work in place. As soon as work is completed, all work is to be thoroughly cleaned. Before completion, all damaged work is to be repaired and left in perfect condition. The CONTRACTOR will be responsible for all clean up of the premises. All trash, etc. will be hauled away from the site, and the site left in a clean and neat condition. Alcoholic beverages of any type will not be permitted on job site.

PRODUCT/MATERIALS SUBSTITUTION

CONTRACTOR will submit prior to starting work on project any changes to materials specified. CONTRACTOR will submit all specification data, company name, and supplier of material that he wishes to substitute. All material will be evaluated. CONTRACTOR will be given approval/disapproval by OWNER. No substitutes will be taken into consideration after work has begun, no substitutes will be allowed if CONTRACTOR does not submit specification data within time allowed.

INSPECTION

All work covered by these specifications shall be subject to inspection by OWNER or his authorized representative. CONTRACTOR will coordinate with OWNER for inspections as required during construction, and furnish to the OWNER in writing a project schedule prior to mobilization of work at the job site.

SPECIFICATIONS AND DRAWINGS ARE RECIPROCAL

The specifications and drawings are intended mutually to explain each other and anything which is referred to in the specifications and not shown on the drawings shall be considered as being shown and mentioned and referred to in both of these documents. Such work shall be done and performed accordingly. Any drawing attached to this specification form is an integral part thereof and where such drawings, if any, differ from these specifications, the specifications shall govern.

AS-BUILT DRAWINGS

Occasionally, during the course of construction, modifications and changes may occur due to site conditions, unforeseen circumstances and problems encountered. This may result in a modification of construction as originally depicted on drawings. Contractor will furnish the OWNER a marked-up set of prints in red line of all changes and/or modifications that pertain to this contract. Drawings will be labeled. "AS-BUILT DRAWINGS".

GUARANTEES, WARRANTIES AND BONDS

1. All work will be guaranteed by the CONTRACTOR for a period of one (1) year from the date of substantial completion.
2. Wording for the notarized guarantee shall be as follows:
   "We hereby guarantee all work performed by us on the above captioned project to be free from defective materials and workmanship for a period of one (1) year, or such longer period of time as may be called for in the Contract Documents for such portions of the work."
3. Guarantee Compliance:
   Except as otherwise specified, all work shall be guaranteed by the CONTRACTOR and through him each sub-contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of substantial completion of the Contract. In case of work performed by his sub-contractors, the CONTRACTOR shall secure warranties from said sub-contractors and deliver copies of the same to the OWNER upon completion of the work. If, within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the OWNER'S opinion, are rendered necessary as the result of use of materials, equipment or workmanship which are inferior, defective or not in accordance with terms of the Contract: CONTRACTOR shall promptly upon receipt of OWNER'S written notice, and without expense of the OWNER;
   a. Place in satisfactory condition in every particular all such guaranteed work, correct all defects therein.
   b. Make good all damage to the building, site, equipment or building contents which in the OWNER'S opinion is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with terms of the Contract.
   c. Make good any work or material or the equipment and contents of building or site disturbed in fulfilling such guarantee.

   In any case where fulfilling the requirements of the Contract, or any guarantee embraced in or required thereby, the CONTRACTOR disturbs any work guaranteed under another's Contract, he shall restore such disturbed work to condition satisfactory to the OWNER and guarantee such restored work to the same extent as it was guaranteed under such other contract. If the CONTRACTOR, after notice, fails to proceed promptly to comply with terms of the guarantee, the OWNER may have the defects corrected and the CONTRACTOR and his surety shall be liable for all expense incurred. All special guarantees applicable to definite parts of the work

that may be stipulated in the specification or other Contract Documents shall be subject to the terms of this Specification Section during the first year of the life of such special guarantees. All guarantees and warranties shall be obtained in the OWNER'S name and evidence thereof shall be promptly delivered to the OWNER'S Representative for transfer to the OWNER.

CLOSE-OUT DOCUMENTS

In general documents for close out, to be submitted by the CONTRACTOR to the OWNER, prior to final payment, shall be; but not limited to the following:

1. APPLICATION FOR PAYMENT: AIA Document G-702
2. CERTIFICATE OF SUBSTANTIAL COMPLETION: AIA Document G-704
3. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS:
   AIA Documents G-706 and G-706A: The Contractor shall furnish these AIA Documents complete with attached notarized full release of liens, damages, and a guarantee that all materials and labor are paid in accordance with Contract Documents with the following wording:
   "WE HEREBY CERTIFY THAT ALL BILLS FOR LABOR AND MATERIALS INCORPORATED INTO THE ABOVE CAPTIONED PROJECT UNDER OUR CONTRACT HAVE BEEN PAID AND THAT THE OWNER IS RELEASED FROM ANY AND ALL CLAIMS AND/OR DAMAGES UNDER THIS CONTRACT."
4. CONSENT OF SURETY COMPANY TO FINAL PAYMENT: AIA Document G-707
   To be completed in full by the Bonding Company.
5. CONTRACTOR'S NOTARIZED STATEMENT:
   Notarized statement that project has been constructed in accordance with Contract Documents.
6. CONTRACTOR'S NOTARIZED STATEMENT OF GUARANTEE/S:
   All work will be guaranteed by the Contractor for a period of one (1) year from the date of substantial completion. Wording will be as follows:
   "WE HEREBY GUARANTEE ALL WORK PERFORMED BY US ON ABOVE CAPTIONED PROJECT TO BE FREE FROM DEFECTIVE MATERIALS AND WORKMENSHIP FOR A PERIOD OF ONE (1) YEAR, OR SUCH LONGER PERIOD OF TIM 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.

MEASUREMENT AND PAYMENT

For all items not listed below, measurement and payment shall be in accordance with the Mississippi Standard Specifications for Road & Bridge Construction, 2017 edition or latest edition.

SANITARY SEWER - CLEANOUT ASSEMBLY

Payment for sanitary sewer service cleanout assembly Includes all necessary labor, equipment and materials to install a new sanitary sewer cleanout assembly. Price shall include two-way cleanout wye, cleanout cover, and any necessary fittings or items required to install a fully functional cleanout assembly as detailed in the plans. The contractor shall be paid per each.

SANITARY SEWER - DEMOLITION AND REMOVAL OF EXISTING MANHOLES (ALL TYPES)

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 - DROP MANHOLE ASSEMBLY

Payment for drop manhole assembly shall include furnishing and installing all hardware required to install a functional drop manhole assembly as detailed in the plans and specifications. Payment shall be per each.

SANITARY SEWER – EXISTING SEWER SERVICE INVESTIGATION

Payment for sewer service investigations shall include all labor, equipment, materials, CCTV, and other items necessary to obtain information required to complete an effective sanitary sewer service installation. Payment shall be per each.

SANITARY SEWER - MANHOLES

Payment for manholes shall be per each and based on the depth of cut as shown in the individual bid items. Manhole depth is defined as the measurement from lid of manhole to downstream invert.

SANITARY SEWER - REMOVAL OF EXISTING SANITARY SEWER LINE

The item shall include all labor, materials, and equipment necessary to remove and dispose of an existing sanitary sewer line. Payment shall be per linear foot.

SANITARY SEWER - SEWER MAIN (SDR-26), HDPE, OR OTHER

Payment for all sewer mains shall be per linear foot of various diameter pipe measured from centerline of manhole to centerline of manhole in relation to the depth of cut as shown in the individual bid items. The item shall include all labor, equipment, bypass pumping, materials, pipe, fittings, and other items necessary to install a functional sanitary sewer main. Item shall also include pre/post construction CCTV inspection. This includes all equipment, setup, preparation, management, and delivery of CCTV inspection data, videos, and reports.

SANITARY SEWER - SERVICE PIPE

Payment for sanitary sewer service will be per linear foot for various diameter pipe. Item shall include all labor, equipment, materials, pipe, fittings, and other items necessary for a functioning service.

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 a sanitary sewer service tee as depicted on the construction plans.

WATER - CONNECTION ITEMS (HOT TAPS)

Payment for installation of hot taps shall include furnishing gate valves, reducers, fittings, 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. Payment shall be per each as determined by size of existing tie in line.

WATER - CONNECTION ITEMS (NOT INCLUDING HOT TAPS)

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. Payment shall be per each.

WATER - DUCTILE IRON, PVC and HDPE WATER SYSTEMS

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. Payment shall be per linear foot of pipe installed and accepted.

WATER - 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. Payment shall be per each.

WATER - REMOVE AND RESET WATER METER

Payment for removal and reset of water meters shall include all necessary labor, equipment and materials to relocate (and make functional) an existing water meter. Payment shall be per each.

WATER - 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. Payment shall be per each.

WATER - SERVICE TUBING

Payment for 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.

WATER/SEWER - TRACER WIRE SYSTEM

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 proposed water and sewer infrastructure. System shall include 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. Payment shall be per linear foot of water and sewer mains installed with tracer wire.

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

Nominal Size (Sieves w/Square Openings)	Percent Passing by Weight
2"	100
1 - ½"	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 - ½" 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 One per 100 CY	1
Bedding Material One per 600 LF	2
Tamped Backfill One per 600 LF	2

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 Mods 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
¾"	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 place 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 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 though them as solution of chlorine of 50mg/l for 24 hours in such manner as to meet the requirements of the State Board of Health.

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.) farmable 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.

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.

EXHIBIT C

BID TABULATION SHEET

BID TAB

September 19, 2024

Project: Unified Neighborhood Infrastructure Improvements Phase I

Project No. 12220-008

BASE BID

Item No.	Item Description	Quantity	Unit	OPC Unit Price	OPC Amount	R&J Construction, Inc. PO Box 6 Laurel, MS 39441 Unit Price	R&J Construction, Inc. Amount	Myers Underground Utilities 408 Ryan Road Hattiesburg, MS 39401 Unit Price	Myers Underground Utilities Amount	Grady Crawford Construction PO Box 967 Baton Rouge, LA 70821 Unit Price	Grady Crawford Construction 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" Preformed 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

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Project: Unified Neighborhood Infrastructure Improvements Phase I

Project No. 12220-008

BASE BID

Item No.	Item Description	Quantity	Unit	OPC Unit Price	OPC Amount	R&J Construction, Inc. PO Box 6 Laurel, MS 39441 Unit Price	R&J Construction, Inc. Amount	Myers Underground Utilities 408 Ryan Road Hattiesburg, MS 39401 Unit Price	Myers Underground Utilities Amount	Grady Crawford Construction PO Box 967 Baton Rouge, LA 70821 Unit Price	Grady Crawford Construction 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

BASE BID

Item No.	Item Description	Quantity	Unit	OPC Unit Price	OPC Amount	R&J Construction, Inc. (PO Box 6, Laurel, MS 39441) Unit Price	R&J Construction, Inc. Amount	Myers Underground Utilities (408 Ryan Road, Hattiesburg, MS 39401) Unit Price	Myers Underground Utilities Amount	Grady Crawford Construction (PO Box 967, Baton Rouge, LA 70821) Unit Price	Grady Crawford Construction 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**

EXHIBIT D

R&J BID



Certificate of Responsibility: 13715-MC
Federal TIN: 41-2037763
State Tax ID: 34-16926-8

R & J Construction, Inc.
P.O. Box 6
Laurel, Mississippi
39441

SEALED BID

UNIFIED NEIGHBORHOOD INFRASTRUCTURE IMPROVEMENTS PHASE I HATTIESBURG, MISSISSIPPI

September 19, 2024

ADDENDUM No. 1
to the
CONTRACT DOCUMENTS and SPECIFICATIONS
for the
Unified Neighborhood Infrastructure 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 15, 2024, at 10:00 A.M.

SHOWS, DEARMAN & [illegible], INC.

by: _____
Louis A. Thomas, V, P.E.



Dated this 2nd 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: R & J Construction, Inc.

Signature: George Walters

Title: President

ADDENDUM No. 2
to the
CONTRACT DOCUMENTS and SPECIFICATIONS
for the
Unified Neighborhood Infrastructure 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 is September 12, 2024, at 10:00 A.M.

CHANGE No. 2 – The plans (Attachment 1) have been modified to include:

- Work on Collins Road (Site C) in the City of Hattiesburg.
- Changes to the work on Cherry Street, Magnolia Avenue, and Cedar Street (Site A).
- Revisions for clarity.

CHANGE No. 3 – An updated proposal (Attachment 2).

CHANGE No. 4 – An updated Measurement & Payment section (Attachment 3).

SHOWS, DEARMAN & WAITS, INC.



by: _____
Louis A. Thomas, V, P.E.

Dated this 6th 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

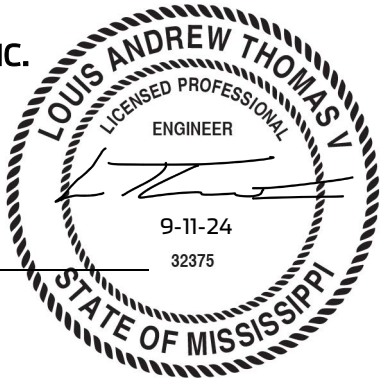
Title: President

ADDENDUM No. 3
to the
CONTRACT DOCUMENTS and SPECIFICATIONS
for the
Unified Neighborhood Infrastructure 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: _____
Louis A. Thomas, V, P.E.

Dated this 11th 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: R & J Construction, Inc.

Signature: George Walters

Title: President

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

September 12, 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 & J 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)

September 12, 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

September 12, 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 a 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

Page	Subsection	Change
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.

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 109.01on 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: Unified Neighborhood Infrastructure 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 **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.

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,

R & J Construction, Inc.
Bidding Company

George Walters
Authorized by:

George Walters, President

P.O. Box 6, Laurel, MS 39441
ADDRESS

UPDATED PROPOSAL - ADDENDUM #2 - ATTACHMENT #2	Proj. No. 12220-008	Date: 8/5/2024

UNIFIED NEIGHBORHOOD INFRASTRUCTURE IMPROVMENTS PH I

Item No.	Description	Unit	Quantity	Unit Price	Extension	Note
	** * * Demolition * * **					
201-A	Clearing and Grubbing	LS	1	$35,000.00	$35,000.00	
202-B	Removal of Asphalt Pavement, All Depths	SY	2,118	$9.12	$19,316.16	4
202-B	Removal of Concrete Pavement, All Depths	SY	299	$14.26	$4,263.74	4
202-B	Removal of Concrete Sidewalk	SY	103	$11.25	$1,158.75	4
202-B	Removal of Curb & Gutter, All Types	LF	272	$10.00	$2,720.00	4
202-B	Removal of Fence, All Types	LF	40	$25.00	$1,000.00	
202-B	Removal of Inlet and Junction Box, All Types & Sizes	EA	19	$500.00	$9,500.00	
202-B	Removal of Pipe, 8" And Above	LF	2,195	$7.00	$15,365.00	
202-B	Removal of Traffic Stripe	LF	60	$11.00	$660.00	
202-B	Removal of Traffic Stripe	SF	16	$22.00	$352.00	
	** * * Earthwork & Temporary Erosion Control * * **					
203-A	Unclassified Excavation, LVM, AH	CY	110	$10.00	$1,100.00	4
203-D	Muck Excavation, FM	CY	1,393	$14.95	$20,825.35	4
203-EX	Borrow Excavation, AH, LVM, Class B9	CY	2,800	$16.00	$44,800.00	4
203-G	Excess Excavation, LVM, AH	CY	100	$13.00	$1,300.00	
211-B	Topsoil for Slope Treatment, Contractor Furnished	CY	1,883	$20.00	$37,660.00	
215-A	Vegetative Materials for Mulch	TON	4	$605.00	$2,420.00	
216-A	Solid Sodding	SY	7,519	$8.25	$62,031.75	1
219-A	Watering	KGAL	151	$20.00	$3,020.00	
226-A	Temporary Grassing	ACRE	2	$1,650.00	$3,300.00	
907-234-A	Temporary Silt Fence	LF	5,295	$4.50	$23,827.50	2
237-A	Wattles, 20"	LF	1,920	$8.00	$15,360.00	2
246-A	Sandbags	LF	100	$16.50	$1,650.00	2
	** * * SubBase, Base, & Paving * * **					
304-F	Size 610 Crushed Stone Base	TON	1,335	$74.00	$98,790.00	4
403-A	9.5mm, ST, Asphalt Pavement	TON	321	$195.80	$62,851.80	4
403-A	19mm, ST, Asphalt Pavement	TON	549	$183.70	$100,851.30	4
403-B	9.5mm, ST, Asphalt Pavement, Leveling	TON	50	$242.00	$12,100.00	4
406-A	Cold Milling of Bituminous Pavement, All Depths	SY	1,690	$8.25	$13,942.50	
407-A	Asphalt for Tack Coat	GAL	333	$4.40	$1,465.20	4

	** * * Drainage * * **					
601-A	Class "B" Structural Concrete	CY	2.5	$1,961.00	$4,902.50	
601-B	Class "B" Structural Concrete, Minor Structures	CY	81.7	$1,961.00	$160,213.70	
602-A	Reinforcing Steel	LBS	6,793	$2.45	$16,642.85	
603-CA	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	320	$112.45	$35,984.00	
603-CA	24" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	950	$123.50	$117,325.00	
603-CA	36" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	446	$290.79	$129,692.34	
603-CE	22" x 13" Concrete Arch Pipe, Class A IV, Flexible Plastic Gaskets	LF	244	$103.30	$25,205.20	
603-CE	44" x 27" Concrete Arch Pipe, Class A IV, Flexible Plastic Gaskets	LF	274	$168.04	$46,042.96	
603-CF	22" x 13" Concrete Arch Pipe End Section	EA	2	$900.00	$1,800.00	
603-CF	44" x 27" Concrete Arch Pipe End Section	EA	4	$1,875.00	$7,500.00	
603-PE	18" Corrugated Polyethylene Pipe, Dual Wall, (Incl. Bedding)	LF	180	$105.22	$18,939.60	
603-PP	36" Preformed Polyethylene Drainage Catch Basin, (Incl. Bedding)	EA	9	$5,835.76	$52,521.84	
603-SB	15" Branch Connections, Stub into Inlet	EA	2	$2,000.00	$4,000.00	
603-SB	18" Branch Connections, Stub into Inlet	EA	1	$2,000.00	$2,000.00	
603-SB	36" Branch Connections, Stub into Inlet	EA	8	$2,000.00	$16,000.00	
604-A	Castings	LBS	1,975	$5.00	$9,875.00	
604-B	Gratings	LBS	2,356	$5.00	$11,780.00	
	** * * Fences & Gates * * **					
607-B	60" Type I, Chain Link Fence, Class 1	LF	40	$81.13	$3,245.20	
	** * * Curbing & Gutters, Sidewalks & Driveways * * **					
608-A	Concrete Sidewalk, Without Reinforcement	SY	970	$82.50	$80,025.00	**4**
907-608-C	Detectable Warning Panels	SF	132	$33.00	$4,356.00	
609-C	Concrete Integral Curb, Type 1	LF	263	$44.00	$11,572.00	**4**
609-D	Combination Concrete Curb and Gutter Type 1 Modified	LF	2,017	$35.75	$72,107.75	**4**
614-A	Concrete Driveway, Without Reinforcement, 6-inch Thickness	SY	620	$99.00	$61,380.00	**4**
614-A	Concrete Driveway, Without Reinforcement, 8-inch Thickness	SY	32	$137.50	$4,400.00	
	** * * Miscellaneous Roadway* * **					
613-A	Adjustment of Castings, Gratings & Utility Appurtenances	EA	8	$350.00	$2,800.00	**4, 5**
618-A	Maintenance of Traffic	LS	1	$8,437.00	$8,437.00	**3, 4**
618-B	Additional Construction Signs	SF	3	$10.00	$30.00	
619-D	Remove and Reset Signs, All Sizes	EA	8	$150.00	$1,200.00	
620-A	Mobilization	LS	1	$261,089.50	$261,089.50	**4**
	** * * Pavement Striping & Marking * * **					
626-G	Thermoplastic Detail Stripe, Yellow, 6"	LF	650	$7.70	$5,005.00	**4**
626-H	Thermoplastic Legend, White (6" Equiv)	LF	2,320	$10.45	$24,244.00	**4**

	** * * Permanent Traffic Control * * **				
630-A	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	SF	32	$84.70	$2,710.40
630-C	Steel U-Section Posts, 2.5 lb/ft	LF	120	$18.70	$2,244.00
	** * * Survey & Staking * * **				
699-A	Roadway Construction Stakes	LS	1	$24,000.00	$24,000.00
	** * * Sewer Pipe Items * * **				
SS1	8" SDR 26 PVC Sewer Pipe (0'-6') (Open Cut)	LF	480	$100.63	$48,302.40
SS2	8" SDR 26 PVC Sewer Pipe (6'- 8') (Open Cut)	LF	176	$120.64	$21,232.64
SS3	8" SDR 26 PVC Sewer Pipe (8'- 10') (Open Cut)	LF	213	$195.64	$41,671.32
SS4	8" SDR 26 PVC Sewer Pipe (10'- 12') (Open Cut)	LF	56	$249.89	$13,993.84
SS5	8" SDR 26 PVC Sewer Pipe (12'- 14') (Open Cut)	LF	18	$468.19	$8,427.42
SS6	Removal of Existing Sewer Line	LF	903	$15.00	$13,545.00
SS7	Tracer Wire System for Sewer	LS	1	$2,838.00	$2,838.00
	** * * Sewer Manhole Items * * **				
SS8	48" Precast Concrete Sewer Manhole (0' - 6')	EA	2	$3,170.00	$6,340.00
SS9	48" Precast Concrete Sewer Manhole (8' - 10')	EA	1	$4,442.00	$4,442.00
SS10	48" Precast Concrete Sewer Manhole (10' - 12')	EA	1	$5,779.00	$5,779.00
SS11	48" Precast Concrete Sewer Manhole (12' - 14')	EA	1	$7,329.00	$7,329.00
SS12	Drop Manhole Assembly (All Depths)	EA	1	$2,306.94	$2,306.94
SS13	Demolition and Removal of Existing Manholes (All Types)	EA	3	$600.00	$1,800.00
	** * * Sewer Service Items * * **				
SS14	4" Sanitary Sewer Service Cleanout Assembly	EA	4	$1,138.16	$4,552.64
SS15	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	100	$80.75	$8,075.00
SS16	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	140	$74.73	$10,462.20
SS17	8"x8"x6" PVC Service Tee	EA	4	$276.65	$1,106.60
SS18	Existing Sewer Service Investigation	EA	3	$2,500.00	$7,500.00
	** * * Water Pipe Items * * **				
W1	2" Class 200 PVC Water Pipe (Open Cut)	LF	40	$52.75	$2,110.00
W2	4" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	10	$249.16	$2,491.60
W3	6" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	1,040	$92.17	$95,856.80
W4	Tracer Wire System for Water	LS	1	$1,468.78	$1,468.78
	** * * Water Connection Items * * **				
W5	Cut and Cap Existing Water Lines	EA	4	$65.79	$263.16

W6	Connection: Prop 6" WL to Prop 4" WL (Coupling & other fittings)	EA	1	$768.91	$768.91
W7	Connection: Prop 2" WL to Prop 6" WL (Hot Tap w/ Valve & other fittings)	EA	2	$2,171.90	$4,343.80
W8	Connection: Prop 4" WL to Exist 6" WL (Hot Tap w/ Valve & other fittings)	EA	1	$4,727.55	$4,727.55
W9	Connection: Prop 6" WL to Exist 10" WL (Hot Tap w/ Valve & other fittings)	EA	1	$5,632.17	$5,632.17
	** * * Water Valve Items * * **				
W10	6" Gate Valve	EA	3	$3,706.43	$11,119.29
	** * * Water Service Items * * **				
W11	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	EA	5	$1,122.83	$5,614.15
W12	Residential Service Tubing (Open Cut) (All Sizes)	LF	370	$27.60	$10,212.00
W13	Remove and Reset Water Meter	EA	5	$1,120.07	$5,600.35

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)

BID TOTAL: $2,185,814.45

$ 2,185,814.45

Bid Respectfully Submitted, Name of Firm or Bidder:

R & J Construction, Inc.

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

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.

OWNER:
(Name, legal status and address)
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

BOND AMOUNT: Five Percent (5%) of the Amount Bid----------

PROJECT:
(Name, location or address, and Project number, if any)
Unified Neighborhood - Infrastructure Improvements Phase I
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.

Init.
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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**

R & J Construction, Inc.
(Contractor as Principal) *(Seal)*

(Witness)

(Title) President

U.S. Specialty Insurance Company
(Surety) *(Seal)*

(Witness)

(Title) **Kimberly B. Barhum, Attorney-In-Fact**

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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, 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 January 31st 2028. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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

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

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

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of February 2024.

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

By: _____
Daniel P. Aguilar, Vice President

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

State of California
County of Los Angeles

On this 1st day of February 2024, before me, D. Littlefield, 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)

D. LITTLEFIELD
Notary Public - California
Los Angeles County
Commission # 2478570
My Comm. Expires Jan 31, 2028

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 19th day of September, 2024.

Bond No. N/A
Agency No. 17035

Kio Lo, Assistant Secretary

HCCSMANPOA02/2024

visit tmhcc.com/surety for more information

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:

UNIFIED NEIGHBORHOOD
INFRASTRUCTURE 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:

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 **UNIFIED NEIGHBORHOOD INFRASTRUCTURE 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)

_____
PRINCIPAL

WITNESSES:

_____

_____ _____
ADDRESS

_____

_____
Name of person executing for Principal

_____
TITLE

_____
SURETY

_____

WITNESSES: _____
ADDRESS

_____

_____

_____
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 shows on the plans will not vary during actual construction of the contract. The CONTRACTOR further acknowledges the possibility of variation of quantities, shall be precluded from claiming in the construction of the project, and the CONTRACTOR shall not claim deception or misunderstanding because of any variation in quantities, location, character of work, or any other condition. Payment will be made only for actual quantities of work performed and accepted.

The OWNER makes no guarantees regarding the character or extent of water levels, soil, rock, utilities, or any other subsurface condition the BIDDER may encounter during work. The OWNER requires BIDDERS to make their own evaluation of subsurface soil conditions and to determine how these conditions may affect methods of construction

CONTRACTOR'S PRE-BID REPRESENTATIONS:

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

COMMENCEMENT OF CONTRACT TIME:

2.5 The Contract Time will commence to run in accordance with the Notice to Proceed.

STARTING THE PROJECT:

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

BEFORE STARTING CONSTRUCTION:

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications. CONTRACTOR shall pot-hole existing utilities to ascertain exact location throughout the entire project. CONTRACTOR shall notify the ENGINEER any such locations of utilities which will prevent the work from being performed as designed, any work performed in which conflicts with an existing utility shall be remedied by the CONTRACTOR at his sole expense.

SCHEDULE OF COMPLETION:

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

2.9 At a time deemed appropriate by the OWNER to but before starting the Work at the site, a preconstruction conference may be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the OWNER or his representative, ENGINEER, Resident Project Representatives,

CONTRACTOR and his Superintendent.

QUALIFICATION OF SUBCONTRACTORS MATERIALMEN AND SUPPLIERS:

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

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

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

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

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

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

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

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

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

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

Availability of Lands

4.1 The OWNER will furnish, as indicated in Contract Documents, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by

the OWNER, unless otherwise specified in the Contract Documents. Other access to such lands or rights-of-way for the CONTRACTOR'S convenience shall be the responsibility of the CONTRACTOR. The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

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

Subsurface Conditions:

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

Differing Site Conditions

4.4 (a) The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the OWNER in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The OWNER shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an

equitable adjustment shall be made and the contract modified in writing accordingly.

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

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

ARTICLE 5 - BONDS AND INSURANCE:

Performance and Payment Bonds:

5.1 The contractor's attention is directed to the Information for Bidders and Supplement to General Conditions.

Contractor's Liability Insurance:

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

5.3 The CONTRACTOR agrees that if any part of the Work under the contract is sublet, he will require the Subcontractor(s) to carry insurance as required, and that he will require the Subcontractor(s) to furnish to him insurance certificates similar to those required by the OWNER in 5.1 and 5.2 above.

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

Owner's Liability Insurance

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

Fire and Extended Coverage Insurance (Builders' Risk):

5.5 The CONTRACTOR shall maintain, as applicable, in an Insurance Company or Insurance Companies acceptable to the OWNER, Fire, Extended Coverage and Vandalism & Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery

is included in the Contract. The amount of insurance should at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all Subcontractors performing work.

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

Cancellation and Re-Insurance:

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

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES:

Supervision and Superintendence:

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

Labor, Materials and Equipment:

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

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

6.4 All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

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

Materials, Equipment, Products and Substitutions:

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

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

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

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

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

CONTRACTOR. (See paragraph 7.10)

6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

Concerning Subcontractors:

6.7 The CONTRACTOR will not employ any Subcontractor, other person or organization of the types referred to in paragraph 2.10 (whether initially or as a substitute) against whom the OWNER or the ENGINEER may have reasonable objection, not will the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. The CONTRACTOR will not make any substitution for any Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.

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

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

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

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

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

6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

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

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

Patent Fees and Royalties:

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

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

Permits:

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

Laws and Regulations:

6.16 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the ENGINEER

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

Taxes:

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

Record Drawings:

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

Safety and Protection:

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

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

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

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

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

Emergencies:

6.21 In emergencies affecting the safety of persons or the Work or property at the

site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 & 12.

Shop Drawing and Samples:

6.22 After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9) three (3) copies (or at the ENGINEER'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.

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

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

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

or coordinated each Shop Drawings or sample with the requirements of the Work and the Contract Documents.

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

6.27 The ENGINEER'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER'S attention to such deviation at the time of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

Cleaning Up:

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

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

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

Public Convenience and Safety:

6.31 The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local

conditions. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position at such locations as traffic demands in accordance with the MUTCD. At any time that streets are required to be closed, the CONTRACTOR shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. The CONTRACTOR shall keep the portion of the project being used by the public in satisfactory condition. It may become necessary for the CONTRACTOR to sweep the roadway surface to completely remove debris.

Sanitary Provisions:

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

Indemnification:

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

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

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

Responsibility for Connecting to Existing Work:

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

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

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

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

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

Cooperation with Governmental Departments, Public Utilities, Etc:

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

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

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

Use of Premises:

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

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

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

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

Protection of Existing Property Improvements:

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

Temporary Heat:

6.41 The General CONTRACTOR shall provide heat, fuel and services as necessary to protect all work and materials, within all habitable areas of permanent building construction, for all contracts against injury from dampness and cold until final acceptance of all work and materials for the Project, unless building is fully occupied by the OWNER prior to such acceptance, in which case the OWNER shall assume all expenses of heating from date of full occupancy. In areas outside those covered above, each prime contractor shall be responsible for providing such temporary heat, fuel and services as required to protect his work or shall make all necessary arrangements with the General CONTRACTOR for providing such temporary heat,

fuel and services. Unless otherwise specifically permitted by Special Conditions, the permanent heating system shall not be used to provide temporary heat. CONTRACTOR'S proposed methods of heating shall be submitted for approval.

ARTICLE 7 - WORK BY OTHERS:

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

7.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other CONTRACTOR (or the OWNER), the CONTRACTOR will promptly report to the ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

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

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

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

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

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

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

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

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

ARTICLE 8 - OWNER'S RESPONSIBILITIES:

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

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

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

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

Drawings and Specifications.

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

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

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

8.8 The OWNER shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the ENGINEER may determine. See paragraph 14.11.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION:

Owner's Representative:

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

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

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

Visits to Site:

9.2 The ENGINEER will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding

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

Clarifications and Interpretations:

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

Measurement of Quantities:

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

Rejecting Defective Work:

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

Shop Drawings, Change Orders and Payments:

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

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

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

Resident Project Representative:

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

Decisions on Disagreements:

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

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

Limitations on Engineer's Responsibilities:

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

9.13 The ENGINEER will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs

incident thereto, and he will not be responsible for the CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

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

ARTICLE 10 - CHANGES IN THE WORK:

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

10.2 The ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

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

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

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

ARTICLE 11 - CHANGE OF CONTRACT PRICE:

11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations

assigned to or undertaken by the CONTRACTOR shall be at his expense without changing the Contract Price.

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

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

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

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

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

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

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

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

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents by application of unit prices to the quantities of the items involved.

11.3.2 By negotiated lump sum.

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

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

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

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

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

paragraphs 11.4 and 11.5.

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

11.4.5 Supplemental costs including the following:

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

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

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

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

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

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

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

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

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

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

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

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

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR'S for delinquent payments.

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

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

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

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

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

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

of the Cost of the Work.

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

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

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

11.9.1 These allowances shall cover the cost to the CONTRACTOR less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

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

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

ARTICLE 12 - CHANGE OF THE CONTRACT TIME:

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be

determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

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

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

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

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

ARTICLE 13 - GUARANTY:

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

ARTICLE 14 - PAYMENTS AND COMPLETION:

Payments to Contractors:

14.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK

performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or revise the partial payment estimate provides the same to the CONTRACTOR indicating in writing his reasons for refusing or revising payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within forty-five (45) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER may retain a portion of the amount otherwise due the CONTRACTOR. Except as State law otherwise provides, the amount the OWNER retains shall be limited to the following:

14.1.1 Withholding of not more than 5 percent of the payment claimed until work is 50 percent complete;

14.1.2 When Work is 50 percent complete, reduction of the withholding to 2.5 percent of the dollar value of all Work satisfactorily completed to date, provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding and the same is requested by the CONTRACTOR in writting;

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 exits. 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 if this Contract in amounts not less than the following:

Bodily injury liability in the amount of FIVE HUNDRED THOUSAND DOLLARS ($500,000) for each person and ONE MILLION DOLLARS ($l,000,000) for each accident and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS ($500,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total for aggregate limit of FIVE HUNDRED THOUSAND DOLLARS ($1,000,000) for all damages arising out of injury to or destruction of property during the policy period.
The Comprehensive Public Liability and Property Damage policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

a. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.

b. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.

c. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.

C. CONTRACTOR'S Contingent or Protective Liability and Property Damage:

In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of $500,000/$1,000,000 for Public Liability Insurance and $500,000/$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.

D. Automotive Public Liability and Property Damage

The **CONTRACTOR** shall maintain automobile public liability insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS ($500,000) for injury to one person and ONE MILLION DOLLARS ($1,000,000) for one accident; and automobile property damage insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS ($500,000) for one accident to protect him from any and all claims arising from the use of the following:

a. **CONTRACTOR'S** own automobiles and trucks.

b. Hired automobiles and trucks.

c. Automobiles and trucks owned by Subcontractors.

The aforementioned is to cover use of automobiles and trucks on and off the site of the Project.

E. OWNER'S Protective Liability Policy

The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds in amounts not less than the following:

a. Bodily Injury in the amount of ONE MILLION DOLLARS ($1,000,000) for each person and ONE MILLION DOLLARS ($1,000,000) for each accident and property damage liability in the amount of FIVE HUNDRED THOUSAND DOLLARS ($500,000) for all damages arising out of an injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS ($1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

CLEANING UP

The CONTRACTOR shall, at all times, keep the premises free from accumulations of waste materials and at the completion of the work, be shall remove all his rubbish, tools, temporary buildings, etc. from and about the site and shall leave his work "broom" clean unless more exactly specified elsewhere. All glass shall be washed and left free from stains of any nature.

SPECIAL INSTRUCTIONS

LIMITATIONS

During construction, care is to be taken to prevent damage to the work in place. As soon as work is completed, all work is to be thoroughly cleaned. Before completion, all damaged work is to be repaired and left in perfect condition. The CONTRACTOR will be responsible for all clean up of the premises. All trash, etc. will be hauled away from the site, and the site left in a clean and neat condition. Alcoholic beverages of any type will not be permitted on job site.

PRODUCT/MATERIALS SUBSTITUTION

CONTRACTOR will submit prior to starting work on project any changes to materials specified. CONTRACTOR will submit all specification data, company name, and supplier of material that he wishes to substitute. All material will be evaluated. CONTRACTOR will be given approval/disapproval by OWNER. No substitutes will be taken into consideration after work has begun, no substitutes will be allowed if CONTRACTOR does not submit specification data within time allowed.

INSPECTION

All work covered by these specifications shall be subject to inspection by OWNER or his authorized representative. CONTRACTOR will coordinate with OWNER for inspections as required during construction, and furnish to the OWNER in writing a project schedule prior to mobilization of work at the job site.

SPECIFICATIONS AND DRAWINGS ARE RECIPROCAL

The specifications and drawings are intended mutually to explain each other and anything which is referred to in the specifications and not shown on the drawings shall be considered as being shown and mentioned and referred to in both of these documents. Such work shall be done and performed accordingly. Any drawing attached to this specification form is an integral part thereof and where such drawings, if any, differ from these specifications, the specifications shall govern.

AS-BUILT DRAWINGS

Occasionally, during the course of construction, modifications and changes may occur due to site conditions, unforeseen circumstances and problems encountered. This may result in a modification of construction as originally depicted on drawings. Contractor will furnish the OWNER a marked-up set of prints in red line of all changes and/or modifications that pertain to this contract. Drawings will be labeled. "AS-BUILT DRAWINGS".

GUARANTEES, WARRANTIES AND BONDS

1. All work will be guaranteed by the CONTRACTOR for a period of one (1) year from the date of substantial completion.
2. Wording for the notarized guarantee shall be as follows:
   "We hereby guarantee all work performed by us on the above captioned project to be free from defective materials and workmanship for a period of one (1) year, or such longer period of time as may be called for in the Contract Documents for such portions of the work."
3. Guarantee Compliance:
   Except as otherwise specified, all work shall be guaranteed by the CONTRACTOR and through him each sub-contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of substantial completion of the Contract. In case of work performed by his sub-contractors, the CONTRACTOR shall secure warranties from said sub-contractors and deliver copies of the same to the OWNER upon completion of the work. If, within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the OWNER'S opinion, are rendered necessary as the result of use of materials, equipment or workmanship which are inferior, defective or not in accordance with terms of the Contract: CONTRACTOR shall promptly upon receipt of OWNER'S written notice, and without expense of the OWNER;
   a. Place in satisfactory condition in every particular all such guaranteed work, correct all defects therein.
   b. Make good all damage to the building, site, equipment or building contents which in the OWNER'S opinion is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with terms of the Contract.
   c. Make good any work or material or the equipment and contents of building or site disturbed in fulfilling such guarantee.

   In any case where fulfilling the requirements of the Contract, or any guarantee embraced in or required thereby, the CONTRACTOR disturbs any work guaranteed under another's Contract, he shall restore such disturbed work to condition satisfactory to the OWNER and guarantee such restored work to the same extent as it was guaranteed under such other contract. If the CONTRACTOR, after notice, fails to proceed promptly to comply with terms of the guarantee, the OWNER may have the defects corrected and the CONTRACTOR and his surety shall be liable for all expense incurred. All special guarantees applicable to definite parts of the work

that may be stipulated in the specification or other Contract Documents shall be subject to the terms of this Specification Section during the first year of the life of such special guarantees. All guarantees and warranties shall be obtained in the OWNER'S name and evidence thereof shall be promptly delivered to the OWNER'S Representative for transfer to the OWNER.

CLOSE-OUT DOCUMENTS

In general documents for close out, to be submitted by the CONTRACTOR to the OWNER, prior to final payment, shall be; but not limited to the following:

1. APPLICATION FOR PAYMENT: AIA Document G-702
2. CERTIFICATE OF SUBSTANTIAL COMPLETION: AIA Document G-704
3. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS:
   AIA Documents G-706 and G-706A: The Contractor shall furnish these AIA Documents complete with attached notarized full release of liens, damages, and a guarantee that all materials and labor are paid in accordance with Contract Documents with the following wording:
   "WE HEREBY CERTIFY THAT ALL BILLS FOR LABOR AND MATERIALS INCORPORATED INTO THE ABOVE CAPTIONED PROJECT UNDER OUR CONTRACT HAVE BEEN PAID AND THAT THE OWNER IS RELEASED FROM ANY AND ALL CLAIMS AND/OR DAMAGES UNDER THIS CONTRACT."
4. CONSENT OF SURETY COMPANY TO FINAL PAYMENT: AIA Document G-707
   To be completed in full by the Bonding Company.
5. CONTRACTOR'S NOTARIZED STATEMENT:
   Notarized statement that project has been constructed in accordance with Contract Documents.
6. CONTRACTOR'S NOTARIZED STATEMENT OF GUARANTEE/S:
   All work will be guaranteed by the Contractor for a period of one (1) year from the date of substantial completion. Wording will be as follows:
   "WE HEREBY GUARANTEE ALL WORK PERFORMED BY US ON ABOVE CAPTIONED PROJECT TO BE FREE FROM DEFECTIVE MATERIALS AND WORKMENSHIP FOR A PERIOD OF ONE (1) YEAR, OR SUCH LONGER PERIOD OF TIM 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.

MEASUREMENT AND PAYMENT

For all items not listed below, measurement and payment shall be in accordance with the Mississippi Standard Specifications for Road & Bridge Construction, 2017 edition or latest edition.

SANITARY SEWER - CLEANOUT ASSEMBLY

Payment for sanitary sewer service cleanout assembly Includes all necessary labor, equipment and materials to install a new sanitary sewer cleanout assembly. Price shall include two-way cleanout wye, cleanout cover, and any necessary fittings or items required to install a fully functional cleanout assembly as detailed in the plans. The contractor shall be paid per each.

SANITARY SEWER - DEMOLITION AND REMOVAL OF EXISTING MANHOLES (ALL TYPES)

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 - DROP MANHOLE ASSEMBLY

Payment for drop manhole assembly shall include furnishing and installing all hardware required to install a functional drop manhole assembly as detailed in the plans and specifications. Payment shall be per each.

SANITARY SEWER – EXISTING SEWER SERVICE INVESTIGATION

Payment for sewer service investigations shall include all labor, equipment, materials, CCTV, and other items necessary to obtain information required to complete an effective sanitary sewer service installation. Payment shall be per each.

SANITARY SEWER - MANHOLES

Payment for manholes shall be per each and based on the depth of cut as shown in the individual bid items. Manhole depth is defined as the measurement from lid of manhole to downstream invert.

SANITARY SEWER - REMOVAL OF EXISTING SANITARY SEWER LINE

The item shall include all labor, materials, and equipment necessary to remove and dispose of an existing sanitary sewer line. Payment shall be per linear foot.

SANITARY SEWER - SEWER MAIN (SDR-26), HDPE, OR OTHER

Payment for all sewer mains shall be per linear foot of various diameter pipe measured from centerline of manhole to centerline of manhole in relation to the depth of cut as shown in the individual bid items. The item shall include all labor, equipment, bypass pumping, materials, pipe, fittings, and other items necessary to install a functional sanitary sewer main. Item shall also include pre/post construction CCTV inspection. This includes all equipment, setup, preparation, management, and delivery of CCTV inspection data, videos, and reports.

SANITARY SEWER - SERVICE PIPE

Payment for sanitary sewer service will be per linear foot for various diameter pipe. Item shall include all labor, equipment, materials, pipe, fittings, and other items necessary for a functioning service.

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 a sanitary sewer service tee as depicted on the construction plans.

WATER - CONNECTION ITEMS (HOT TAPS)

Payment for installation of hot taps shall include furnishing gate valves, reducers, fittings, 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. Payment shall be per each as determined by size of existing tie in line.

WATER - CONNECTION ITEMS (NOT INCLUDING HOT TAPS)

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. Payment shall be per each.

WATER - DUCTILE IRON, PVC and HDPE WATER SYSTEMS

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. Payment shall be per linear foot of pipe installed and accepted.

WATER - 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. Payment shall be per each.

WATER - REMOVE AND RESET WATER METER

Payment for removal and reset of water meters shall include all necessary labor, equipment and materials to relocate (and make functional) an existing water meter. Payment shall be per each.

WATER - 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. Payment shall be per each.

WATER - SERVICE TUBING

Payment for 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.

WATER/SEWER - TRACER WIRE SYSTEM

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 proposed water and sewer infrastructure. System shall include 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. Payment shall be per linear foot of water and sewer mains installed with tracer wire.

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

Nominal Size (Sieves w/Square Openings)	Percent Passing by Weight
2"	100
1 - ½"	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 - ½" 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 One per 100 CY	1
Bedding Material One per 600 LF	2
Tamped Backfill One per 600 LF	2

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 Mods 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
¾"	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 place 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 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 though them as solution of chlorine of 50mg/l for 24 hours in such manner as to meet the requirements of the State Board of Health.

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.) farmable 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.

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.

EXHIBIT E

MCWI MODIFICATION SUBMISSION

90552513.v1

Request to Modify MCWI Application or Sub-Award Agreement

This form should be used when the Subrecipient determines that a modification to their MCWI Grant Application or executed Sub-Award Agreement is needed. The common reasons that modifications are requested are: (1) Project Name; (2) Scope of Work; (3) Project Schedule; (4) Project Budget; and/or (5) Plans and Specifications.

GENERAL INFORMATION:

Applicant/Subrecipient Name: City of Hattiesburg

Application ID/Sub-Award ID: 568-2-SW-5.6

Date of Request: 10/15/2024

Responsible Official[1]: Mayor | Toby Barker

MODIFICATION TYPES:

(1) PROJECT NAME

Modification Needed? Yes ☑ No ☐

If yes, provide a short project name that captures the nature of the proposed project:

Unified and Irene Chapel Infrastructure Improvements

(2) SCOPE OF WORK

Modification Needed? Yes ☑ No ☐

If yes, what is the primary purpose of the prosed Project (choose one):

Drinking Water ☐ Addition to Scope ☑

Stormwater ☐ Reduction of Scope ☐

Wastewater ☐

If a modified Scope of Work is needed, please provide a detailed Scope of Work for the proposed project. This should include a brief explanation as to why the proposed project is a "Necessary Investment". Attach additional pages if necessary.

The City plans to combine the scopes of project 569-2-SW-5.6 ("Irene Chapel Drainage Improvements") and project 568-2-SW-5.6 ("Unified Neighborhood Infrastructure") to boost productivity and reduce costs, given their close proximity. The project aims to improve residents' quality of life, reduce flooding risks, and upgrade aging infrastructure in the Irene Chapel and Unified neighborhoods. Work will include rehabilitating water services, storm-water, and/or sanitary sewer infrastructure around Cherry St., Magnolia Ave., Cedar St., Collins Rd., William Carey Parkway, and nearby areas.

[1] For counties, this should be the President of the Board of Supervisors. For municipalities, this should be the Mayor. For utility authorities, this should be a corporate officer.

(3) PROJECT SCHEDULE

Modification Needed? Yes ☑ No ☐

If yes, provide the actual start date (if task has begun) or anticipated start date (if task has not yet started) for the following:

Actual/Anticipated Start Date: 05/01/2024

Complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals: 05/01/2024

Advertise for Bids: 06/05/2024

Receive Bids: 09/12/2024

Execute Bids: 12/17/2024

(Per Article 10 of Grant Agreement: All reasonable measures shall be taken to obligate funds by 8/30/2024)

Construction Start: 04/01/2025

Closeout/Final Documentation: 12/01/2025

(Per Attachment A of Sub-Award Agreement: Closeout/Final Documentation shall be no later than 9/30/2026, unless an extension of this date is specifically authorized by MDEQ)

(4) PROJECT BUDGET

Modification Needed? Yes ☑ No ☐

MCWI Grant Funds can be reallocated to another active grant agreement held by the Subrecipient.
NOTE: The total MCWI Grant Funds allocated to the Subrecipient cannot increase.

Please provide the Current Approved Budget and provide the Proposed Revised Budget below.

Current Approved Budget	
MCWI	$ 546,000.00
LFRF	$ 546,000.00
Transfer LFRF	$ 0.00
Other Funds	$ 316,860.00
Total	$ 1,408,860.00

Proposed Revised Budget	
MCWI	$ 1,033,396.59
LFRF	$ 103,396.59
Transfer LFRF	$ 103,396.59
Other Funds	
Total	$ 1,240,189.77

If Proposed Revised Budget MCWI Funds are decreasing, please provide the Grant Agreement Number the funds are being reallocated, or indicate the if the funds are being returned to the MCWI Program.
If Proposed Revised Budget MCWI Funds are increasing, please provide the Grant Agreement Number the funds are being reallocated.

	Amount(s):
565-2-SW-5.6	$ 375,764.28
567-2-SW-5.6	$ 111,632.31

(5) PLANS AND SPECIFICATIONS

Modification Needed? Yes ☑ No ☐

If yes, provide a copy of the plans and specifications for the proposed project. If applicable, provide a copy of the revised proposed project map.

RESOLUTION AND CERTIFICATION

I certify that the information provided in this document is true and correct and that I, as the Responsible Official, am authorized to request this modification. I also acknowledge that approval of this request is at the discretion of the MDEQ Executive Director and if approved this request shall be considered as a modification to the Applicant's MCWI Application. I further acknowledge that this request does not modify any executed Sub-Award Agreement and that my Sub-Award Agreement is not modified until it has been executed by both me and the MDEQ Executive Director.

RESPONSIBLE OFFICIAL[2]: _____

TITLE: Mayor

DATE: 10/15/2024

Please email this Modification Request Form to mcwisubrecipient@horne.com.

[2] For counties, this should be the President of the Board of Supervisors. For municipalities, this should be the Mayor. For utility authorities, this should be a corporate officer.

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 19, 2024**

Re: **Adopt a Resolution approving the revised obligation of ARPA funds for MCWI Projects 116-1-CW-5.6 and 359-1-CW-5.5.**
File Number: 2024-675
Minute Book #

Summary
Adopt a Resolution authorizing the revised obligation of a portion of funds received from the U.S. Department of Treasury under the American Rescue Plan Act ("ARPA") for Mississippi Municipality & County Water Infrastructure Grant Program ("MCWI") Projects 116-1-CW-5.6 and 359-1-CW-5.5.

Recommendation Statement
I recommend approval of this item.

Please place this on the November 19, 2024 City Council meeting for consideration.

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF HATTIESBURG APPROVING REVISED OBLIGATION AMOUNTS OF THE CITY'S ARPA FUNDS FOR THE EDWARDS STREET SEWER PROJECT AND THE MLK WATER AND SEWER PROJECT

WHEREAS, the American Rescue Plan Act, through the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund (together, "ARPA"), allotted approximately $350 billion to assist state, local, tribal and territory governments in responding to COVID-19, and the City of Hattiesburg, Mississippi ("City") has received a total of $12,875,821 from ARPA ("Funds"); and

WHEREAS, the United States Department of Treasury has established a final rule implementing ARPA as effective April 1, 2022, FAQ's and related guidance, as amended from time to time ("Guidance"), setting forth specific requirements for utilizing the funds, including the eligible uses thereof, received under ARPA; and

WHEREAS, on August 22, 2023, the Mayor and City Council ("Governing Body") of the City adopted Resolution #2023-102 and Resolution #2023-103 "Resolution") awarding the construction contracts and obligating the Funds for project #116-1-CW-5.6: The Edwards Street Sewer Project ("Edwards Street") and project #359-1-CW-5.5: The MLK Water and Sewer Project ("MLK" together with Edwards Street, the "Projects") under the Mississippi Municipality and County Water Infrastructure Grant Program ("MCWI");

WHEREAS, due to construction costs leading to the de-obligation of Funds for other MCWI projects, the Funds obligated for the Projects shall be $587,453 for Edwards Street and $1,893,976.01 for MLK.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City as follows:

1. The City revised its obligation amounts utilizing its Funds for the Projects as follows: $587,453 for Edwards Street and $1,893,976.01 for MLK.

Following the reading of the foregoing Resolution, Councilperson _____made the motion and Councilperson _____seconded the motion, and the question being put to a roll call vote, the result was taken as follows:

Councilperson Jeffrey George	voted: ____
Councilperson Deborah Delgado	voted: ____
Councilperson Carter Carroll	voted: ____
Councilperson Dave Ware	voted: ____
Councilperson Nicholas Brown	voted: ____

The motion having received the affirmative vote of a majority of the members present, the President of the Governing Body, acting for and on behalf of the City, declared the motion carried and the resolution adopted, on this the _____ day of 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 ___day of _____, 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 19, 2024**

Re: **Adopt a Resolution authorizing the revised obligation of ARPA funds for MCWI Project # 566-2-SW-5.6; and Authorize the Mayor to execute all necessary agreements for related purposes.**

File Number: 2024-674
Minute Book #

Summary
Adopt a Resolution authorizing the revised obligation of a portion of funds received from the U.S. Department of Treasury under the American Rescue Plan Act ("ARPA) for Mississippi Municipality & County Water Infrastructure Grant Program ("MCWI") Project # 566-2-SW-5.6; and Authorize the Mayor to execute all necessary agreements, including construction contracts, for related purposes.

Recommendation Statement
I recommend approval of this item.

Please place this on the November 19, 2024 City Council meeting for consideration.

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF HATTIESBURG APPROVING THE REVISED OBLIGATION OF THE CITY'S ARPA FUNDS FOR THE W. 7TH STREET INFRASTRUCTURE IMPROVEMENTS PROJECT; AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT FOR THE SAME; AND FOR RELATED PURPOSES

WHEREAS, the American Rescue Plan Act, through the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund (together, "ARPA"), allotted approximately $350 billion to assist state, local, tribal and territory governments in responding to COVID-19, and the City of Hattiesburg, Mississippi ("City") has received a total of $12,875,821 from ARPA ("Funds"); and

WHEREAS, the United States Department of Treasury has established a final rule implementing ARPA as effective April 1, 2022, FAQ's and related guidance, as amended from time to time ("Guidance"), setting forth specific requirements for utilizing the funds, including the eligible uses thereof, received under ARPA; and

WHEREAS, on August 22, 2023, the Mayor and City Council ("Governing Body") of the City adopted Resolution #2023-106 ("Resolution") authorizing the Subgrant Agreement ("Agreement") by and between the City and the Mississippi Department of Environmental Quality ("MDEQ") for grant funds under the Mississippi Municipality and County Water Infrastructure Grant Program ("MCWI") for Project #566-2-SW-5.6: The W. 7th Street Infrastructure Improvements Project ("Project") and authorized procurement of the Project;

WHEREAS, the City advertised for bids for the Project in accordance with Miss. Code Ann. § 31-7-13 and its Uniform Guidance Policy for American Rescue Plan Fiscal Recovery Funds for the City of Hattiesburg, Mississippi, a copy of such proof of publication and posting to MPTAP for MB/WBE compliance is attached hereto as **Exhibit A**;

WHEREAS, the bid specs for the Project, including the form of the construction contract ("Construction Contract"), are attached hereto as **Exhibit B;**

WHEREAS, the City has received bids for the Project, and a copy of such bid tabulation sheet is attached as **Exhibit C**;

WHEREAS, upon review of the bids, the City desires to award the bid for the Project to Grady Crawford Construction, Inc. of Baton Rouge ("Crawford") as the lowest and best bid in the amount of $3,780,525.50, with a copy of such bid being attached hereto as **Exhibit D**;

WHEREAS, the City submitted a modification request to MDEQ to change the MCWI grant funds approved in the Agreement ("Modification") as evidenced by **Exhibit E** attached hereto;

WHEREAS, the City desires to enter into the Construction Contract with Crawford to construct the Project, the form of which is included in Exhibit B;

WHEREAS, under the Agreement approved by the Resolution and the Modification thereto, MCWI will provide $1,710,625 to the City under the MCWI program for the Project, and the City desires to allocate $1,710,625 under the Construction Contract utilizing its ARPA Funds as its match requirement for the MCWI funds awarded by MDEQ, all as under the provision of government services as loss revenues or the "water, sewer, and broadband eligible use category," as allowed by ARPA and its Guidance;

WHEREAS, the City shall be authorized to use any other lawful funds of the City to pay the balance of the Construction Contract; and

WHEREAS, the City now desires to enter into the Construction Contract and authorize the requisite officials to move forward with Crawford constructing the Project.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City as follows:

1. Crawford is hereby awarded the bid for the Project.
2. The Project is an eligible use under ARPA's revenue loss category for the provision of government services and/or ARPA's water, sewer, and broadband eligible use category.
3. The Project shall be funded utilizing $1,710,625 granted to the City as a reimbursement under the MCWI program per the Agreement and Modification, $1,710,625 utilizing the City's ARPA Funds, and the remaining balance from any other lawful funds of the City.
4. That the Mayor is hereby authorized to execute the Construction Contract with Crawford, the form of which is attached hereto in Exhibit B and incorporated in full herein.

Following the reading of the foregoing Resolution, Councilperson _____made the motion and Councilperson _____seconded the motion, and the question being put to a roll call vote, the result was taken as follows:

Councilperson Jeffrey George	voted: ____
Councilperson Deborah Delgado	voted: ____
Councilperson Carter Carroll	voted: ____
Councilperson Dave Ware	voted: ____
Councilperson Nicholas Brown	voted: ____

The motion having received the affirmative vote of a majority of the members present, the President of the Governing Body, acting for and on behalf of the City, declared the motion carried and the resolution adopted, on this the __ day of 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 _____day of ___, 2024.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

EXHIBIT A

PROOF OF PUBLICATION AND MPTAP POSTING

Shannon McConnell

From: Agency Bid Bank <agencybidbank@mississippi.org>
Sent: Thursday, May 16, 2024 9:17 AM
To: Shannon McConnell
Subject: MPTAP Bid Submission -- 05/16/2024 09:16 AM

Thank you for your bid submission on 05/16/2024 09:16 AM.

Please Keep this Confirmation for your Records

User: smcconnell@sd-w.com (Shannon McConnell)
Agency: Shows, Dearman and Waits, Inc.
Division:

Bid Number: 10763-20240516091503
Alternate Bid Number (if applicable): 12220-007
Bid Due Date and Time: 6/20/2024 10:00:00 AM
NIGP Number: 91356
NIGP Description: Construction Services, Heavy, Utility/Underground Projects
Major Procurement Category: CONSTRUCTION
Sub Procurement Category: CONSTRUCTION - SERVICES
Pre-Bid Conference: False
Pre-Bid Conference Date and Time: N/A
Pre-Bid Description (if applicable): N/A
Bid Description: WEST 7TH STREET INFRASTRUCTURE REHABILITATION BETWEEN PROVIDENCE ST & NORTH MAIN ST HATTIESBURG, MISSISSIPPI Official bid documents can be downloaded from www.sd-wprojects.com Electronic bids can be submitted at www.sd-wprojects.com All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.
File attached: True
File Attachment Generated File Name: 10763-20240516091503.pdf
File Attachment Description (if applicable): BID: WEST 7TH STREET INFRASTRUCTURE REHABILITATION BETWEEN PROVIDENCE ST & NORTH MAIN ST HATTIESBURG, MISSISSIPPI

Thank you for your bid submission. Your bid has been registered with our system, and the MPTAP administrator has been notified of your bid.

Confidentiality Note: The Mississippi Development Authority (MDA) is committed to ensuring complete confidentiality of information for our customers. To this end, the information contained in this e-mail and/or document(s) attached is for the exclusive use by the individual named above and/or their organization and may contain confidential, privileged and non-disclosable information. If you are not the intended recipient, please refrain from reading, photocopying, distributing or otherwise using this e-mail or its contents in any way. If you have received this transmission in error, please notify me immediately. (MDA-2012)

Hattiesburg Publishing, Inc.

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

Proof of Publication

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

Total # of Words: 271 Published 2 times

Date 1st Published: May 16 Amt: 32.52

Date 2nd Published: May 23 Amt: 27.10

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 59.62

Proof of Publication Fee: 3.00

TOTAL: 62.62

(signed) Kathy Bullock
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 23 day of May, 2024, a Notary Public in and for the County of Lamar, State of Mississippi:

(signed) Amanda E. Strange

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 358460 AMANDA E. STRANGE Commission Expires June 21, 2027 FORREST COUNTY

ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, MISSISSIPPI, will receive sealed bids until 10:00 AM on June 20 , 2024 in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

WEST 7TH STREET INFRASTRUCTURE REHABILITATION
BETWEEN PROVIDENCE ST & NORTH MAIN ST
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:
WEST 7TH STREET INFRASTRUCTURE REHABILITATION
BETWEEN PROVIDENCE ST & NORTH MAIN ST
HATTIESBURG, MISSISSIPPI

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

PUBLISHED by Order of the Council on the 7th day of May A.D., 2024.

CITY OF HATTIESBURG, MISSISSIPPI
BY: Kermas Eaton, City Clerk
Published May 16, 23, 2024

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: Shows, Dearman-West 7th
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

EXHIBIT B

BID SPECS AND FORM OF CONSTRUCTION CONTRACT

SPECIFICATIONS AND CONTRACT DOCUMENTS

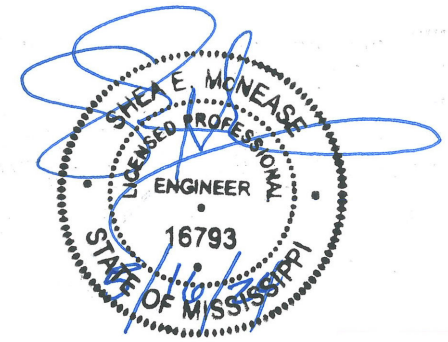
FOR

WEST 7TH STREET INFRASTRUCTURE REHABILITATION BETWEEN PROVIDENCE ST & NORTH MAIN ST

FOR THE

CITY OF HATTIESBURG

MAY 2024



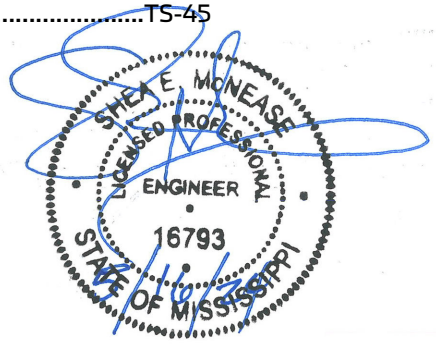
PREPARED BY:

SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

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

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ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the **City of Hattiesburg**, MISSISSIPPI, will receive sealed bids until **10:00 AM** on **June 20 , 2024** in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

WEST 7TH STREET INFRASTRUCTURE REHABILITATION
BETWEEN PROVIDENCE ST & NORTH MAIN ST
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:

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BETWEEN PROVIDENCE ST & NORTH MAIN ST
HATTIESBURG, MISSISSIPPI

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

PUBLISHED by Order of the Council on the 7th day of May A.D., 2024.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____
Kermas Eaton, City Clerk

Publish on May 16 , 2024 and May 23 , 2024
City of Hattiesburg
Return PROOF to SDW, Inc.
301 Second Avenue
Hattiesburg, MS 39401

INFORMATION FOR BIDDERS

BIDS will be received by City of Hattiesburg , MS herein called the "OWNER", at City Hall until 10:00 AM on June 20 , 2024 , and then at said office publicly opened and read aloud.

Each BID must be submitted in sealed envelope, addressed to the City Clerk of said City. Each sealed envelope containing a BID must be plainly marked on the outside as BID for **WEST 7TH STREET INFRASTRUCTURE REHABILITATION BETWEEN PROVIDENCE ST & NORTH MAIN ST, Hattiesburg, Mississippi** and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable. If forwarded by mail, the sealed BID shall be included in a delivery package addressed to the Owner at 200 Forrest Street, Hattiesburg, MS 39401.

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

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

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

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

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

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the

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

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

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

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

The OWNER within thirty (30) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within thirty (30) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the thirty (30) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

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

The contract time stipulated, will be strictly enforced, if the CONTRACTOR fails to

complete the work within the time stipulated, a deduction will be made of $1000 a day from the money due the CONTRACTOR not as a penalty but as liquidated damages. The CONTRACTOR and the CONTRACTOR'S sureties shall be liable for all liquidated damages in excess of money due the CONTRACTOR.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest and best responsive and responsible BIDDER.

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

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

FURTHER, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause.

The BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

The ENGINEER is SHOWS, DEARMAN & WAITS, INC. The address of the ENGINEER is 301 2nd Avenue, HATTIESBURG, MISSISSIPPI.

SPECIAL NOTICE TO BIDDERS

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal

opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Compliance with the Copeland "Anti-Kickback" Act.

(1) The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in

such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure

notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 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 of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(5) By entering into this Contract, the Contractor is certifying the following:

a. Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department of agency or any political subdivision or agency of the State of Mississippi.
b. Contractor has not, within a three (3) year period preceding this Contract, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction.
c. Contractor has not, within three (3) year period preceding this Contract, been convicted of or had a civil judgement rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
d. Contractor is not presently indicted for or otherwise criminally of civilly charged by a governmental entity (federal, state, or local) with commission of any of these offenses enumerated in Article 5.B. and Article 5.C., above; and,
e. Contractor has not, within a three (3) year period preceding this Contract, had one or more public transactions (federal, state, or local) terminated for cause or default.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Compliance with Miss. Code Ann. 31-5-37

Contractor agrees to comply with Mississippi Code Ann. 31-5-37. Within seven (7) days of project award the Contractor shall submit to the Owner and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contractor and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contractor.

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. INDEMNIFICATION

To the extent allowed by state law, CONTRACTOR agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of CONTRACTOR, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

2. RELATIONSHIP STATUS

The CONTRACTOR acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the OWNER and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The OWNER and CONTRACTOR also acknowledge and agree that any benefit to vendors contracting with the OWNER or CONTRACTORS arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third party beneficiaries under any agreement between MDEQ and the OWNER.

Upon execution of any contract between the OWNER and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The OWNER and CONTRACTOR shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the OWNER and any other party. The OWNER, CONTRACTOR and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the OWNER and any

other party. The OWNER and the CONTRACTOR acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the OWNER and the CONTRACTOR or any other parties.

3. ACCESS TO RECORDS

Provided CONTRACTOR is given reasonable advance written notice and such inspection is made during normal business hours of CONTRACTOR, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of CONTRACTOR's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the CONTRACTOR's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by CONTRACTOR for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

CONTRACTOR is not required to retain the above-mentioned records for the ten-year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

A. CONTRACTOR has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before CONTRACTOR provides the records and corresponding certification to MDEQ, in which case, CONTRACTOR shall retain the records until all issues arising out of the action are finally resolved; and
C. CONTRACTOR provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

4. RECORD RETENTION AND RIGHT TO AUDIT

The CONTRACTOR shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. CONTRACTOR shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

5. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, CONTRACTOR shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

6. CONFLICT OF INTEREST

The CONTRACTOR covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The CONTRACTOR further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The CONTRACTOR agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

7. COOPERATION AND EVALUATION

The CONTRACTOR agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the

Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the CONTRACTOR agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT

Further, in the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING - REQUIRED FOR CONTRACTS OVER $100,000

Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

4. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

5. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed

when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____ , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Contractor's Employer Identification Number (EIN)

_____
Date

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt

and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action

arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and
C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels

therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

The Contractor, _____ , certifies the above Attachment C, Subaward Terms and Conditions for Contracted Parties.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

    a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

    b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

    d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

_____
Business Name

By _____
Name and Title of Authorized Representative

_____
Signature of Authorized Representative

_____
Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal

that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

SUPPLEMENT TO NOTICE TO BIDDERS NO. 1

DATE: **06/08/2021**

SUBJECT: **Governing Specifications**

Change the web address at the end of the first paragraph to the following.

https://shop.mdot.ms.gov/default.aspx?StoreIndex=1

SECTION 904 - NOTICE TO BIDDERS NO. 3 **CODE: (SP)**

DATE: 01/17/2017

SUBJECT: Final Clean-Up

Immediately prior to final inspection for release of maintenance, the Contractor shall pick up, load, transport and properly dispose of all litter from the entire highway right-of-way that is within the termini of the project.

Litter shall include, but not be limited to, solid wastes such a 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

Page	Subsection	Change
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.

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 109.01on 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: West 7th Street Infrastructure Rehabilitation Between Providence St & North Main St

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.

280 Calendar Days have been allowed for the completion of work for the base phase of on this project. Under no circumstances shall the project completion date exceed 08/15/2026.

Any fabrication of needed materials can begin after the contract has been executed and submittals are approved.

PROPOSAL FORM

I (we) agree to begin work in accordance with NTB 7011.

It is understood that the quantities of work listed for unit prices bid are approximate, and are intended to merely indicate the general scope of the various items entering into the complete work and for comparison of bids. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

The undersigned certifies that the bid prices contained herein have been carefully checked and are submitted as correct and final.

If within sixty (60) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within ten (10) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

_____

Bidding Company

_____

Authorized by:

_____

_____

ADDRESS

PROPOSAL

WEST 7TH STREET INFRASTRUCTURE REHABILITATION BETWEEN PROVIDENCE ST & NORTH MAIN ST

Item No.	Description	Unit	Quantity	Unit Price	Extension	Note*
	*** * * Demolition * * ***					
201-A	Clearing and Grubbing	LS	1			
202-B	Removal of Asphalt Pavement, All Depths	SY	5,265			4
202-B	Removal of Concrete Pavement, All Depths	SY	951			4
202-B	Removal of Concrete Sidewalk	SY	1,030			4
202-B	Removal of Curb & Gutter, All Types	LF	3,425			4
202-B	Removal of Fence, All Types	LF	57			
202-B	Removal of Inlet and Junction Box, All Types & Sizes	EA	6			
202-B	Removal of Storm Sewer Manhole	EA	3			
202-B	Removal of Pipe, 8" And Above	LF	850			
202-B	Removal of Traffic Stripe	LF	140			
202-B	Removal of Traffic Stripe	SF	616			
	*** * * Earthwork & Temporary Erosion Control * * ***					
203-A	Unclassified Excavation, LVM, AH	CY	390			
203-EX	Borrow Excavation, AH, LVM, Class B9	CY	3,235			4
203-G	Excess Excavation, LVM, AH	CY	1,300			
211-B	Topsoil for Slope Treatment, Contractor Furnished	CY	650			
215-A	Vegetative Materials for Mulch	TON	1			
216-A	Solid Sodding	SY	2,580			1
219-A	Watering	KGAL	52			
221-A	Concrete Paved Ditch	CY	0.1			

226-A	Temporary Grassing	ACRE	0.5			
907-234-A	Temporary Silt Fence	LF	5,000			2
237-A	Wattles, 20"	LF	1,200			2
246-A	Sandbags	LF	225			2
	*** * * Non-Roadway Items * * ***					
907-258-PP	Concrete Steps, Per Plans	EA	1			
907-258-N	Car Stop, Per Plans	EA	4			
	*** * * Subbase, Base, & Paving * * ***					
304-A	Granular Material, LVM, Class 9, Group C	CY	50			
304-F	Size 610 Crushed Stone Base	TON	2,770			4
403-A	9.5mm, ST, Asphalt Pavement	TON	600			4
403-A	19mm, ST, Asphalt Pavement	TON	1,400			4
403-B	9.5mm, ST, Asphalt Pavement, Leveling	TON	35			4
406-A	Cold Milling of Bituminous Pavement, All Depths	SY	1,115			
407-A	Asphalt for Tack Coat	GAL	540			4
501-A	6" Reinforced Cement Concrete Pavement, Broom Finish	SY	15			
	*** * * Drainage * * ***					
601-B	Class "B" Structural Concrete, Minor Structures	CY	148			
602-A	Reinforcing Steel	LBS	14,485			
603-CA	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	16			
603-CA	24" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	1,392			
603-CA	30" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	48			
603-CB	30" Reinforced Concrete Pipe End Section	EA	1			

603-CE	29"x18" Reinforced Concrete Arch Pipe, Class IV, Flexible Plastic Gaskets	LF	1,120			
603-CB	29"x18" Reinforced Concrete Arch Pipe End Section	EA	2			
603-PE	12" Corrugated Polyethylene Pipe, Dual Wall, (Incl. Bedding)	LF	160			
603-PE	18" Corrugated Polyethylene Pipe, Dual Wall, (Incl. Bedding)	LF	332			
603-PP	36" Preformed Polyethylene Drainage Catch Basin, (Incl. Bedding)	EA	20			
604-A	Castings	LBS	3,730			
604-B	Gratings	LBS	4,950			
	*** * * Fences & Gates * * ***					
607-B	60" Type I, Chain Link Fence, Class 1	LF	60			
	*** * * Curbing & Gutters, Sidewalks & Driveways * * ***					
608-A	Concrete Sidewalk, Without Reinforcement	SY	1,675			**4**
907-608-C	Detectable Warning Panels	SF	175			
609-B	Concrete Curb, Header	LF	500			
609-C	Concrete Integral Curb, Type 1	LF	620			**4**
609-D	Combination Concrete Curb and Gutter Type 1 Modified	LF	2,790			**4**
614-A	Concrete Driveway, Without Reinforcement, 6-inch Thickness	SY	605			**4**
614-A	Concrete Driveway, Without Reinforcement, 8-inch Thickness	SY	316			
	*** * * Miscellaneous Roadway* * ***					
613-A	Adjustment of Castings, Gratings & Utility Appurtenances	EA	5			**4,5**
618-A	Maintenance of Traffic	LS	1			**3, 4**
618-B	Additional Construction Signs	SF	10			
619-D	Remove and Reset Signs, All Sizes	EA	8			

620-A	Mobilization	LS	1			4
	*** * * Pavement Striping & Marking * * ***					
626-G	Thermoplastic Detail Stripe, White, 6"	LF	46			
626-G	Thermoplastic Detail Stripe, Yellow, 6"	LF	592			4
626-H	Thermoplastic Legend, White (6" Equiv)	LF	2,346			4
626-H	Thermoplastic Legend, White	SF	134			
	*** * * Permanent Traffic Control * * ***					
630-A	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	SF	97			
630-C	Steel U-Section Posts, 2.5 lb/ft	LF	315			
	*** * * Survey & Staking * * ***					
699-A	Roadway Construction Stakes	LS	1			
	*** * * Sewer Pipe Items * * ***					
SS1	8" Ductile Iron Sewer Pipe (0'-6') (Open Cut)	LF	40			
SS2	8" SDR 26 PVC Sewer Pipe (0'-6') (Open Cut)	LF	994			
SS3	8" SDR 26 PVC Sewer Pipe (6'- 8') (Open Cut)	LF	940			
SS4	8" SDR 26 PVC Sewer Pipe (8'- 10') (Open Cut)	LF	480			
SS5	Removal of Existing Sewer Line	LF	1,445			
SS6	Abandonment of Existing Sewer Line (All Sizes)	LF	505			
SS7	Tracer Wire System for Sewer	LS	1			
	*** * * Sewer Manhole Items * * ***					
SS8	48" Precast Concrete Sewer Manhole (0' - 6')	EA	5			
SS9	48" Precast Concrete Sewer Manhole (6' - 8')	EA	3			
SS10	48" Precast Concrete Sewer Manhole (8' - 10')	EA	1			

SS11	Drop Manhole Assembly (All Depths)	EA	1			
SS12	Demolition and Removal of Existing Manholes (All Types)	EA	6			
	*** * * Sewer Service Items * * ***					
SS13	4" Sanitary Sewer Service Cleanout	EA	41			
SS14	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	560			
SS15	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	1,045			
SS16	8"x8"x6" PVC Service Tee	EA	38			
SS17	Existing Sewer Service Investigation	EA	3			
	*** * * Water Pipe Items * * ***					
W1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	1,360			
W2	8" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	480			
W3	Tracer Wire System for Water	LS	1			
	*** * * Water Connection Items * * ***					
W4	Cut and Cap Existing Water Lines	EA	3			
W5	Connection: Prop 6" to Exist 6" (Coupling & other fittings)	EA	2			
W6	Connection: Prop 8" to Prop 6" (8"x8"x6" Tee & other fittings)	EA	2			
W7	Connection: Prop 6" to Exist 8" (Hot Tap w/ Valve & other fittings)	EA	1			
W8	Connection: Prop 8" to Exist 12" (Hot Tap w/ Valve & other fittings)	EA	1			
	*** * * Water Valve Items * * ***					

W9	6" Gate Valve	EA	1			
W10	8" Gate Valve	EA	1			
	*** * * Water Fire Protection Items * * ***					
W11	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	EA	1			
W12	Removal of Existing Fire Hydrant	EA	1			
	*** * * Water Service Items * * ***					
W13	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	EA	26			
W14	Commercial Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	EA	1			
W15	Residential Service Tubing (Open Cut) (All Sizes)	LF	660			
W16	Commercial Service Tubing (Open Cut) (All Sizes)	LF	40			
W17	Remove and Reset Water Meter	EA	25			

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).

Bid Respectfully Submitted, Name of Firm or Bidder: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the under signed,_____ Principal, and _____as Surety, are hereby held and firmly bound unto the City of Hattiesburg as Owner in the penal sum of 5% (Five Percent) for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20_____.

The Condition of the above obligation is such that whereas the Principal has submitted to a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the following project:

WEST 7TH STREET INFRASTRUCTURE REHABILITATION
BETWEEN PROVIDENCE ST & NORTH MAIN ST
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:

WEST 7TH STREET INFRASTRUCTURE REHABILITATION
BETWEEN PROVIDENCE ST & NORTH MAIN ST
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:

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 **WEST 7TH STREET INFRASTRUCTURE REHABILITATIONBETWEEN PROVIDENCE ST & NORTH MAIN ST, 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)

_____
PRINCIPAL

WITNESSES:

_____

_____ _____
ADDRESS

_____

_____
Name of person executing for Principal

_____
TITLE

_____
SURETY

_____

WITNESSES: _____
ADDRESS

_____

_____

_____
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 shows on the plans will not vary during actual construction of the contract. The CONTRACTOR further acknowledges the possibility of variation of quantities, shall be precluded from claiming in the construction of the project, and the CONTRACTOR shall not claim deception or misunderstanding because of any variation in quantities, location, character of work, or any other condition. Payment will be made only for actual quantities of work performed and accepted.

The OWNER makes no guarantees regarding the character or extent of water levels, soil, rock, utilities, or any other subsurface condition the BIDDER may encounter during work. The OWNER requires BIDDERS to make their own evaluation of subsurface soil conditions and to determine how these conditions may affect methods of construction

CONTRACTOR'S PRE-BID REPRESENTATIONS:

2.1 CONTRACTOR represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, Locality, and local conditions and will obey all federal, state, and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

COMMENCEMENT OF CONTRACT TIME:

2.5 The Contract Time will commence to run in accordance with the Notice to Proceed.

STARTING THE PROJECT:

2.6 CONTRACTOR shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract Time commences to run, except with the written consent of the OWNER.

BEFORE STARTING CONSTRUCTION:

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications. CONTRACTOR shall pot-hole existing utilities to ascertain exact location throughout the entire project. CONTRACTOR shall notify the ENGINEER any such locations of utilities which will prevent the work from being performed as designed, any work performed in which conflicts with an existing utility shall be remedied by the CONTRACTOR at his sole expense.

SCHEDULE OF COMPLETION:

2.8 Within ten (10) days after delivery of the Notice to Proceed by OWNER to CONTRACTOR, CONTRACTOR shall submit to ENGINEER an estimated progress schedule with earnings indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions. (See paragraphs 6.22 through 6.26.) The ENGINEER shall review and return this schedule or require revisions thereto within 14 days of its submittal. If there is more than one CONTRACTOR involved in a project, the responsibility for coordinating the Work of all CONTRACTORS shall be as provided in the Special Conditions.

2.9 At a time deemed appropriate by the OWNER to but before starting the Work at the site, a preconstruction conference may be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the project. Present at the

conference will be the OWNER or his representative, ENGINEER, Resident Project Representatives, CONTRACTOR and his Superintendent.

QUALIFICATION OF SUBCONTRACTORS MATERIALMEN AND SUPPLIERS:

2.10 Within ten (10) working days after bid opening, the CONTRACTOR will (if required) submit to the OWNER and the ENGINEER, for acceptance, a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of material or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other person and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER or the ENGINEER to make objection to any Subcontractor, person or organization on the list within thirty days of receipt shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject defective Work, material or equipment, or Work, material or equipment not in conformance with the requirements of the Contract Documents.

ARTICLE 3 - CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS:

3.1 It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the OWNER and the CONTRACTOR. They may be altered only by a Modification.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the ENGINEER'S attention in writing at once and before proceeding with the Work affected thereby; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Agreement Modifications, Addenda, Special Conditions, and Instruction's to Bidders, General Conditions, Technical Specifications and Drawings. If the requirements of one are more stringent than the other, the more stringent requirements shall apply.

3.3 The words "furnish, "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to

mean "furnish and install complete in place and ready for service."

3.4 Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the ENGINEER before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

3.5 The Work of all trades under this Contract shall be coordinated by the CONTRACTOR in such a manner as to obtain the best workmanship possible for the entire Project, and all components of Work shall be installed or erected in accordance with the best practices of the particular trade.

3.6 Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of Bid.

3.7 Brand names where used in the Technical Specifications, are intended to denote the standard of quality required for the particular material or product. The use of a brand name item is to set a standard of quality and is not intended to restrict the Contractor from offering an equal item from other source(s) of supply. The term "equal" or "equivalent" when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is for the same use and capable of performing the same function, in the opinion of the ENGINEER, as the material or product so specified. Proposed equivalent items must be approved by ENGINEER before they are purchased or incorporated in the Work.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE CONDITIONS; REFERENCE POINTS:

Availability of Lands

4.1 The OWNER will furnish, as indicated in Contract Documents, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise specified in the Contract Documents. Other access to such lands or rights-of-way for the CONTRACTOR'S convenience shall be the responsibility of the CONTRACTOR. The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 The OWNER will, upon request, furnish to the BIDDERS copies of all available boundary surveys.

Subsurface Conditions:

4.3 The CONTRACTOR acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the grounds, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done on behalf of the OWNER on the site or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the CONTRACTOR to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. Any additional information necessary to ascertain subsurface soil conditions, including test holes and soil borings, not provided by the OWNER shall be undertaken by the BIDDER prior to bidding at his cost. Such exploration shall be adequate to satisfy the BIDDER of the materials expected to be encountered on the project. The OWNER assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the OWNER.

Differing Site Conditions

4.4 (a) The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the OWNER in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing

materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The OWNER shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

(b) No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required in (a) above.

(c) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

ARTICLE 5 - BONDS AND INSURANCE:

Performance and Payment Bonds:

5.1 The contractor's attention is directed to the Information for Bidders and Supplement to General Conditions.

Contractor's Liability Insurance:

5.2 The CONTRACTOR shall provide the OWNER with insurance certificates certifying that all required insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

5.3 The CONTRACTOR agrees that if any part of the Work under the contract is sublet, he will require the Subcontractor(s) to carry insurance as required, and that he will require the Subcontractor(s) to furnish to him insurance certificates similar to those required by the OWNER in 5.1 and 5.2 above.

5.4 The CONTRACTOR agrees to add ENGINEER to insurance policy as additional insured.

Owner's Liability Insurance

5.4 The OWNER will be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract Documents.

Fire and Extended Coverage Insurance (Builders' Risk):

5.5 The CONTRACTOR shall maintain, as applicable, in an Insurance Company or Insurance Companies acceptable to the OWNER, Fire, Extended Coverage and Vandalism & Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract. The amount of insurance should at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all Subcontractors performing work.

5.6 The CONTRACTOR shall provide the OWNER with satisfactory evidence certifying that the foregoing insurance is in force; and such evidence shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

Cancellation and Re-Insurance:

5.7 If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this Contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this Contract.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES:

Supervision and Superintendence:

6.1 The CONTRACTOR will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, safety, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the Superintendent shall be mailed to the Contractor's home or office.)

Labor, Materials and Equipment:

6.2 The CONTRACTOR will provide competent, suitably qualified personnel to

survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

6.3 The CONTRACTOR will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

6.4 All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

6.5 All materials and equipment shall be applied, handled, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors and industry standards, except as otherwise provided in the Contract Documents.

Materials, Equipment, Products and Substitutions:

6.6 Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the CONTRACTOR. The CONTRACTOR shall submit to the ENGINEER a list of proposed materials, equipment or products, together with such samples as may be necessary for him to determine their acceptability and obtain his approval, within ninety (90) calendar days after award of Contract. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the ENGINEER.

6.6.1 Whenever a material, article or piece of equipment is identified on the drawings or Specifications by reference to brand names or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand names or catalog number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Incidental charges or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price, or Contract Time.

6.6.2 No substitute shall be ordered or installed without the written approval of the ENGINEER who shall be the judge of equality.

6.6.3 Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.

6.6.4 Should any work or materials, equipment or products not conform to requirements of the Drawings and Specifications or become damaged during the process of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alterations, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the CONTRACTOR. (See paragraph 7.10)

6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

Concerning Subcontractors:

6.7 The CONTRACTOR will not employ any Subcontractor, other person or organization of the types referred to in paragraph 2.10 (whether initially or as a substitute) against whom the OWNER or the ENGINEER may have reasonable objection, not will the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. The CONTRACTOR will not make any substitution for any Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.

6.8 The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.

6.9 The divisions and sections of the Specifications and the identifications of any drawings shall not control the CONTRACTOR in dividing the work among Subcontractors or delineating the Work to be performed by any specific trade.

6.10 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.

6.11 All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.

6.12 The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and material men engaged upon his Work.

6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.12.2 The OWNER or ENGINEER will not undertake to settle any differences between the CONTRACTOR and his Subcontractors or between Subcontractors.

6.12.3 If in the opinion of the ENGINEER, any Subcontractor on the project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

Patent Fees and Royalties:

6.13 The CONTRACTOR will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

6.14 The CONTRACTOR shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, he shall not be responsible for such determination on systems which do not involve purchase by him of materials, appliances, and articles.

Permits:

6.15 The CONTRACTOR will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the

prosecution of the Work, which are applicable at the time of his Bid. When such charges are normally made by the OWNER, there will be no charges to the CONTRACTOR. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR will also pay all public utility charges.

Laws and Regulations:

6.16 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he will bear all costs arising wherefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

6.17 Cost of all sales and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

Record Drawings:

6.18 The CONTRACTOR will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer and shall be delivered to him for the OWNER upon completion of the Project. It shall be used for this purpose only.

Safety and Protection:

6.19 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

6.19.1 All employees on the work and other persons who may be affected thereby.

6.19.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

6.19.3 Other property at the site or adjacent thereto, including trees, shrubs,

lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.20 The CONTRACTOR will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER.

Emergencies:

6.21 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 & 12.

Shop Drawing and Samples:

6.22 After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9) three (3) copies (or at the ENGINEER'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.

6.23 The CONTRACTOR will also submit to the ENGINEER for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

6.24 At the time of each submission, the CONTRACTOR will in writing call the ENGINEER'S attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.

6.25 The ENGINEER will review with reasonable promptness Shop Drawings and samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract

Documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the ENGINEER and will return the required number of corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the ENGINEER. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the ENGINEER on previous submissions. The CONTRACTOR'S stamp of approval on any Shop Drawings or sample shall constitute a representative to the OWNER and the ENGINEER that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawings or sample with the requirements of the Work and the Contract Documents.

6.26 No Work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed by the ENGINEER. A copy of each Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6.27 The ENGINEER'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER'S attention to such deviation at the time of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

Cleaning Up:

6.28 The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of and final payment for the Project by the OWNER, the CONTRACTOR shall remove all his surplus and discarded materials excavated material and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall clean his portion of Work involved in any building under this Contract, so that no further cleaning by the OWNER is necessary prior to his occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.

6.29 Clean-up operations shall consistently be carried on by the CONTRACTOR at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the Work he shall remove all rubbish, tools, scaffolding, surplus materials, etc., and shall leave his work "broom clean", or its equivalent, unless more exactly specified elsewhere in the Contract. The

CONTRACTOR shall do the cleaning for all trades upon completion of the Work.

6.30 General. In case of dispute, the OWNER may remove the rubbish and charge the cost to the CONTRACTOR as the ENGINEER shall determine to be just.

Public Convenience and Safety:

6.31 The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position at such locations as traffic demands in accordance with the MUTCD. At any time that streets are required to be closed, the CONTRACTOR shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. The CONTRACTOR shall keep the portion of the project being used by the public in satisfactory condition. It may become necessary for the CONTRACTOR to sweep the roadway surface to completely remove debris.

Sanitary Provisions:

6.32 The CONTRACTOR shall furnish necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the Public Authorities having jurisdiction. He shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

Indemnification:

6.33 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.34 In any and all claims against the OWNER or the ENGINEER or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor,

anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.33 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.35 The obligations of the CONTRACTOR under paragraph 6.33 shall not extend to the liability of the Engineer's negligent acts, errors or omissions or those of his employees or agents.

Responsibility for Connecting to Existing Work:

6.36 It shall be the express responsibility of the CONTRACTOR to connect his Work to each part of the existing work or work previously installed as required by the Drawings and Specifications to provide a complete installation.

Work in Street, Highway and Other Rights-of-Way:

6.37 Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of the Contract Documents. The CONTRACTOR will be responsible for obtaining all permits necessary for the work. Upon completion of the Work, CONTRACTOR shall present to ENGINEER certificates, in triplicate, from the proper authorities stating that the Work has been done in accordance with their requirements.

6.37.1 The OWNER will cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.

6.37.2 The ENGINEER shall be responsible for obtaining elevations of curbs and gutters, pavement, storm drainage structures, and other such items which must be established by governmental departments as soon as grading operations are begun on the site and, in any case, sufficiently early in the construction period to prevent any adverse effect on the Project.

Cooperation with Governmental Departments, Public Utilities, Etc:

6.38 The OWNER shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structure connected therewith, that are encountered in the work in order that such items may be properly shored,

supported and protected, or the CONTRACTOR may relocate them if he so desires. The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of his Work, shall permit entrance of such parties on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

6.38.1 The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

6.38.2 The CONTRACTOR shall have made himself familiar with all codes, laws, ordinances and regulations which in any manner affect those engaged or employed in the Work, or materials and equipment used in or upon the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding will be considered on account of his ignorance thereof.

Use of Premises:

6.39 CONTRACTOR shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and directions of ENGINEER and OWNER, and shall not unnecessarily encumber any part of site.

6.39.1 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

6.39.2 CONTRACTOR shall enforce OWNER'S instructions in connection with signs, advertisements, fires and smoking.

6.39.3 CONTRACTOR shall arrange and cooperate with OWNER in routing and parking of automobiles of his employees, subcontractors and other personnel and in routing material delivery trucks and other vehicles to the Project Site.

Protection of Existing Property Improvements:

6.40 Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings or structures (including portions thereof), trees, and
shrubbery not indicated on the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project shall be restored to a condition equal to that existing at time of award of Contract.

Temporary Heat:

6.41 The General CONTRACTOR shall provide heat, fuel and services as necessary to protect all work and materials, within all habitable areas of permanent building construction, for all contracts against injury from dampness and cold until final acceptance of all work and materials for the Project, unless building is fully occupied by the OWNER prior to such acceptance, in which case the OWNER shall assume all expenses of heating from date of full occupancy. In areas outside those covered above, each prime contractor shall be responsible for providing such temporary heat, fuel and services as required to protect his work or shall make all necessary arrangements with the General CONTRACTOR for providing such temporary heat, fuel and services. Unless otherwise specifically permitted by Special Conditions, the permanent heating system shall not be used to provide temporary heat. CONTRACTOR'S proposed methods of heating shall be submitted for approval.

ARTICLE 7 - WORK BY OTHERS:

7.1 The OWNER may perform additional work related to the Project by himself, or he may let other direct contracts therefore which shall contain General Conditions similar to these. The CONTRACTOR will afford the other contractors who are parties to such direct contracts (or the OWNER, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other CONTRACTOR (or the OWNER), the CONTRACTOR will promptly report to the ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

7.3 The CONTRACTOR will do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the ENGINEER and of the other contractors whose work will be affected.

7.4 If the performance of additional work by other contractors or the OWNER is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the OWNER or others involves him in additional expense or

entitles him to an extension of the Contract Time, he may make a claim therefore as provide in Articles 11 and 12.

7.5 Where practicable, the CONTRACTOR shall build around the work of other separate contractors or shall leave chases, slots and holes as required to receive and to conceal within the general construction work the work of such other separate contractors as directed by them. Where such chases, slots, etc., are impracticable, the work shall require specific approval of the ENGINEER.

7.6 Necessary chases, slots and holes not built or left by the CONTRACTOR shall be cut by the separate contractor requiring such alterations after approval of the CONTRACTOR. The CONTRACTOR shall do all patching and finishing of his Work where cut by other contractors at the expense of such other contractors.

7.7 Cooperation is required in the use of site facilities and in the detailed execution of the Work. Each contractor shall coordinate his operations with those of the other contractors for the best interest of the Work in order to prevent delay in the execution thereof.

7.8 Each contractor shall keep himself informed of the progress of the work of other contractors. Should lack of progress or defective workmanship on the part of other contractors interfere with his operations, the CONTRACTOR shall notify the ENGINEER immediately. Lack of such notice to the ENGINEER will be construed as acceptance by the CONTRACTOR of the status of the work of other contractors as being satisfactory for proper coordination of his own work.

7.9 Each contractor shall give notices of the progress of his work so as to allow other contractors adequate opportunity to properly direct and coordinate their work. The CONTRACTOR shall give notices of the progress of his Work so that work of other contractors, when required to be concealed, may be placed before the general construction Work. All such notices shall be submitted to the ENGINEER with copies to other prime contractors on the Project sufficiently ahead of job progress to permit adequate time for the other prime contractors to coordinate their work.

7.10 The cost of extra work resulting from lack of notices, untimely notices, failure to respond to notices, defective work or lack of coordination shall be borne by the CONTRACTOR responsible for such lack of notices, etc.

ARTICLE 8 - OWNER'S RESPONSIBILITIES:

8.1 The OWNER will issue all communications to the CONTRACTOR through the ENGINEER.

8.2 In case of termination of the employment of the ENGINEER, the OWNER will

appoint an engineer against whom the CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration, if mutually agreeable.

8.3 The OWNER will furnish the data required of him under the Contract Documents promptly and shall make payments to the CONTRACTOR promptly after they are due as provided in Article 14.

8.4 OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1, 4.4 and the Special Conditions. Paragraphs 4.2 and 4.3 refer to OWNER'S identifying and making available to CONTRACTOR copies of surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.5 The OWNER'S responsibilities in respect of liability and property insurance are set forth in paragraph 5.4.

8.6 In addition to his rights to request changes in the Work in accordance with Article 10, the OWNER (especially in certain instances as provided in paragraph 10.4) will be obligated to execute Change Orders.

8.7 In connection with the OWNER'S right to stop Work or suspend Work; see paragraph 15.1. Paragraph 15.3 deals with the OWNER'S right to terminate services of the CONTRACTOR under certain circumstances.

8.8 The OWNER shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the ENGINEER may determine. See paragraph 14.11.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION:

Owner's Representative:

9.1 The ENGINEER shall be the OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of the ENGINEER as the OWNER'S representative during construction are set forth in Articles 1 through 17 of these General Conditions and shall not be extended without

written consent of the OWNER and the ENGINEER.

9.1.1 The ENGINEER'S decision, in matters relating to aesthetics shall be final, if within the terms of the Contract Documents.

9.1.2 Except as may be otherwise provided in this contract all claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of or relating to this agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

Visits to Site:

9.2 The ENGINEER will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make continuous on-site observations to check the quality or quantity of the Work. His efforts will be directed toward ascertaining on behalf of the OWNER that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the OWNER informed of the progress of the Work and will endeavor to guard the OWNER against defects and deficiencies in the Work of contractors.

Clarifications and Interpretations:

9.3 The ENGINEER will issue with reasonable promptness such written clarification or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

Measurement of Quantities:

9.4 All Work completed under the Contract will be measured by the CONTRACTOR according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

Rejecting Defective Work:

9.5 The ENGINEER will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory,

faulty or defective, or does not meet the requirements of any inspection, test or approval or has been damaged prior to final acceptance). He will also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.6 In connection with the ENGINEER'S responsibility as to Shop Drawings and samples, see paragraphs 6.22 through 6.27, inclusive.

9.7 In connection with the ENGINEER'S responsibility for Change Orders; see Articles 10, 11, and 12.

9.8 In connection with the ENGINEER'S responsibilities in respect of Application for Payment, etc., see Article 14.

Resident Project Representative:

9.9 The OWNER or the ENGINEER will provide on-site representation sufficient to guarantee that construction is in general compliance with the construction drawings and the contract specifications.

Decisions on Disagreements:

9.10 The ENGINEER will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance hereunder. In his capacity as interpreter and judge, he will exercise his best efforts to insure faithful performance by both the OWNER and the CONTRACTOR. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the ENGINEER for decision; which he shall render in writing within a reasonable time.

9.11 Either the OWNER or the CONTRACTOR, if the other agrees, may request legal action with respect to any such claim, dispute or other matter that has been referred to the ENGINEER, except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.11, such legal action to be in accordance with Article 16. However, no request for legal action of any such claim, dispute or other matter shall be made until the earlier of (a) the date on which the ENGINEER has rendered his decision or (b) the tenth day after the parties have presented their evidence to the ENGINEER if he has not rendered his written decision before that date. No request for legal action shall be made later than thirty (30) days after the date on which the ENGINEER rendered his written decision in respect of the claim, dispute or other matter as to which legal action is sought; and

the failure to request legal action within said thirty (30) days period shall result in the ENGINEER'S decision being final and binding upon the OWNER and the CONTRACTOR. If the ENGINEER renders a decision after legal proceedings have been initiated, such decision may be entered as evidence but shall not supersede the legal proceedings, except where the decision is acceptable to the parties concerned.

Limitations on Engineer's Responsibilities:

9.12 Neither the ENGINEER'S authority to act under this Article 9 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any of their agents or employees or any other person performing any of the Work.

9.13 The ENGINEER will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.14 The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of his or their agents or employees, or any other person performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK:

10.1 Without invalidating the Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12. A Change Order signed by the CONTRACTOR indicates his agreement therewith.

10.2 The ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

10.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an

extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.21 and except as provided in paragraph 10.2.

10.4 The OWNER will execute appropriate Change Orders prepared by the ENGINEER covering changes in the Work to be performed as provided in paragraph 4.4, and Work performed in an emergency as provided in paragraph 6.21 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the ENGINEER.

10.5 It is the CONTRACTOR'S responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such adjustment to the OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE:

11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without changing the Contract Price.

11.2 (a) The OWNER may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the Work within the general scope of the contract, including but not limited to changes:

(1) In the specifications (including drawings and designs);
(2) In the method or manner of performance of the work;
(3) In the Owner-furnished facilities, equipment, materials, services, or site; or
(4) Directing acceleration in the performance of the work.

(b) Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation or determination) from the OWNER, which causes any such change, shall be treated as a change order under this clause, provided that the CONTRACTOR gives the OWNER written notice stating the date, circumstances, and source of the order and that the CONTRACTOR regards the order as a change order.

(c) Except as herein provided, no order, statement, or conduct of the OWNER shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

(d) If any change under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly:

PROVIDED, HOWEVER, that except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more than 20 days before the CONTRACTOR gives written notice as therein required. And provided further, that in the case of defective specifications for which the OWNER is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.

(e) If the CONTRACTOR intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the OWNER a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the OWNER. The statement of claim hereunder may be included in the notice under (b) above.

(f) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents by application of unit prices to the quantities of the items involved.

11.3.2 By negotiated lump sum.

11.3.3 The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus a fixed amount to be agreed upon to cover the cost of general overhead and profit to be negotiated.

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise maybe agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to salaries and wages plus the costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall

include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by OWNER.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturer's field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to OWNER who will then determine with the advice of ENGINEER, which Bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a Fee, the cost of the Work shall be determined in accordance with paragraphs 11.4 and 11.5.

11.4.4 Costs of special consultants (including but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travelling and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or other in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the cost of transportation, loading, unloading, installation, dismantling and removal thereof--all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall end when the use thereof is no longer necessary for the Work.

11.4.5.4 Sales, use or similar taxes related to the Work, and for which

CONTRACTOR is liable imposed by any governmental authority.

11.4.5.5 Deposits lost for causes other than CONTRACTOR'S negligence, royalty payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

11.4.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of Work for the purpose of determining CONTRACTOR'S fee. If however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

11.5 The term cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals, (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 11.4.1 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than his office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR'S for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not

CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provide in subparagraph 11.4.5.9.)

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6 The CONTRACTOR'S Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows;

11.6.1 A mutually acceptable firm fixed price; or if none can be agreed upon,

11.6.2 A mutually acceptable fixed fee based on the estimate of the various portions of the Cost of the Work.

11.7 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

11.8 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

11.9 Allowances: It is understood that the CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such material men, suppliers, or Subcontractors and for such sums within the limit of the allowances as the ENGINEER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.9.1 These allowances shall cover the cost to the CONTRACTOR less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

11.9.2 The CONTRACTOR'S costs for unloading and handling on site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Price and not in the allowance.

11.9.3 Whenever the cost, as described in 11.9.1 above, is more than or less than the allowance, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses, except that whenever unit price allowances are stipulated for brick, the Change Order will not include any cost as described in 11.5 above.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME:

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefore as provided in paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of the Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either parties.

12.4 No claim for delay shall be allowed because of failure to furnish Drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

12.5 This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

ARTICLE 13 - GUARANTY:

13.1 The CONTRACTOR shall guarantee all materials and equipment furnished and

Work performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs or adjustments, in the Work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

ARTICLE 14 - PAYMENTS AND COMPLETION:

Payments to Contractors:

14.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or revise the partial payment estimate provides the same to the CONTRACTOR indicating in writing his reasons for refusing or revising payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within forty-five (45) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER may retain a portion of the amount otherwise due the CONTRACTOR. Except as State law otherwise provides, the amount the OWNER retains shall be limited to the following:

14.1.1 Withholding of not more than 5 percent of the payment claimed until work is 50 percent complete;

14.1.2 When Work is 50 percent complete, reduction of the withholding to 2.5 percent of the dollar value of all Work satisfactorily completed to date, provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding and the same is requested by the CONTRACTOR in writting;

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 exits. 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 if this Contract in amounts not less than the following:

Bodily injury liability in the amount of FIVE HUNDRED THOUSAND DOLLARS ($500,000) for each person and ONE MILLION DOLLARS ($1,000,000) for each accident and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS ($500,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total for aggregate limit of FIVE HUNDRED THOUSAND DOLLARS ($1,000,000) for all damages arising out of injury to or destruction of property during the policy period.
The Comprehensive Public Liability and Property Damage policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

a. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.

b. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.

c. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.

C. CONTRACTOR'S Contingent or Protective Liability and Property Damage:

In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of $500,000/$1,000,000 for Public Liability Insurance and $500,000/$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.

D. Automotive Public Liability and Property Damage

The **CONTRACTOR** shall maintain automobile public liability insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS ($500,000) for injury to one person and ONE MILLION DOLLARS ($1,000,000) for one accident; and automobile property damage insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS ($500,000) for one accident to protect him from any and all claims arising from the use of the following:

a. **CONTRACTOR'S** own automobiles and trucks.

b. Hired automobiles and trucks.

c. Automobiles and trucks owned by Subcontractors.

The aforementioned is to cover use of automobiles and trucks on and off the site of the Project.

E. OWNER'S Protective Liability Policy

The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds in amounts not less than the following:

a. Bodily Injury in the amount of ONE MILLION DOLLARS ($1,000,000) for each person and ONE MILLION DOLLARS ($1,000,000) for each accident and property damage liability in the amount of FIVE HUNDRED THOUSAND DOLLARS ($500,000) for all damages arising out of an injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS ($1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

CLEANING UP

The CONTRACTOR shall, at all times, keep the premises free from accumulations of waste materials and at the completion of the work, be shall remove all his rubbish, tools, temporary buildings, etc. from and about the site and shall leave his work "broom" clean unless more exactly specified elsewhere. All glass shall be washed and left free from stains of any nature.

SPECIAL INSTRUCTIONS

LIMITATIONS

During construction, care is to be taken to prevent damage to the work in place. As soon as work is completed, all work is to be thoroughly cleaned. Before completion, all damaged work is to be repaired and left in perfect condition. The CONTRACTOR will be responsible for all clean up of the premises. All trash, etc. will be hauled away from the site, and the site left in a clean and neat condition. Alcoholic beverages of any type will not be permitted on job site.

PRODUCT/MATERIALS SUBSTITUTION

CONTRACTOR will submit prior to starting work on project any changes to materials specified. CONTRACTOR will submit all specification data, company name, and supplier of material that he wishes to substitute. All material will be evaluated. CONTRACTOR will be given approval/disapproval by OWNER. No substitutes will be taken into consideration after work has begun, no substitutes will be allowed if CONTRACTOR does not submit specification data within time allowed.

INSPECTION

All work covered by these specifications shall be subject to inspection by OWNER or his authorized representative. CONTRACTOR will coordinate with OWNER for inspections as required during construction, and furnish to the OWNER in writing a project schedule prior to mobilization of work at the job site.

SPECIFICATIONS AND DRAWINGS ARE RECIPROCAL

The specifications and drawings are intended mutually to explain each other and anything which is referred to in the specifications and not shown on the drawings shall be considered as being shown and mentioned and referred to in both of these documents. Such work shall be done and performed accordingly. Any drawing attached to this specification form is an integral part thereof and where such drawings, if any, differ from these specifications, the specifications shall govern.

AS-BUILT DRAWINGS

Occasionally, during the course of construction, modifications and changes may occur due to site conditions, unforeseen circumstances and problems encountered. This may result in a modification of construction as originally depicted on drawings. Contractor will furnish the OWNER a marked-up set of prints in red line of all changes and/or modifications that pertain to this contract. Drawings will be labeled. "AS-BUILT DRAWINGS".

GUARANTEES, WARRANTIES AND BONDS

1. All work will be guaranteed by the CONTRACTOR for a period of one (1) year from the date of substantial completion.
2. Wording for the notarized guarantee shall be as follows:
   "We hereby guarantee all work performed by us on the above captioned project to be free from defective materials and workmanship for a period of one (1) year, or such longer period of time as may be called for in the Contract Documents for such portions of the work."
3. Guarantee Compliance:
   Except as otherwise specified, all work shall be guaranteed by the CONTRACTOR and through him each sub-contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of substantial completion of the Contract. In case of work performed by his sub-contractors, the CONTRACTOR shall secure warranties from said sub-contractors and deliver copies of the same to the OWNER upon completion of the work. If, within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the OWNER'S opinion, are rendered necessary as the result of use of materials, equipment or workmanship which are inferior, defective or not in accordance with terms of the Contract: CONTRACTOR shall promptly upon receipt of OWNER'S written notice, and without expense of the OWNER;
   a. Place in satisfactory condition in every particular all such guaranteed work, correct all defects therein.
   b. Make good all damage to the building, site, equipment or building contents which in the OWNER'S opinion is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with terms of the Contract.
   c. Make good any work or material or the equipment and contents of building or site disturbed in fulfilling such guarantee.

   In any case where fulfilling the requirements of the Contract, or any guarantee embraced in or required thereby, the CONTRACTOR disturbs any work guaranteed under another's Contract, he shall restore such disturbed work to condition satisfactory to the OWNER and guarantee such restored work to the same extent as it was guaranteed under such other contract. If the CONTRACTOR, after notice, fails to proceed promptly to comply with terms of the guarantee, the OWNER may have the defects corrected and the CONTRACTOR

and his surety shall be liable for all expense incurred. All special guarantees applicable to definite parts of the work that may be stipulated in the specification or other Contract Documents shall be subject to the terms of this Specification Section during the first year of the life of such special guarantees. All guarantees and warranties shall be obtained in the OWNER'S name and evidence thereof shall be promptly delivered to the OWNER'S Representative for transfer to the OWNER.

CLOSE-OUT DOCUMENTS

In general documents for close out, to be submitted by the CONTRACTOR to the OWNER, prior to final payment, shall be; but not limited to the following:

1. APPLICATION FOR PAYMENT: AIA Document G-702
2. CERTIFICATE OF SUBSTANTIAL COMPLETION: AIA Document G-704
3. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS:
   AIA Documents G-706 and G-706A: The Contractor shall furnish these AIA Documents complete with attached notarized full release of liens, damages, and a guarantee that all materials and labor are paid in accordance with Contract Documents with the following wording:
   "WE HEREBY CERTIFY THAT ALL BILLS FOR LABOR AND MATERIALS INCORPORATED INTO THE ABOVE CAPTIONED PROJECT UNDER OUR CONTRACT HAVE BEEN PAID AND THAT THE OWNER IS RELEASED FROM ANY AND ALL CLAIMS AND/OR DAMAGES UNDER THIS CONTRACT."
4. CONSENT OF SURETY COMPANY TO FINAL PAYMENT: AIA Document G-707
   To be completed in full by the Bonding Company.
5. CONTRACTOR'S NOTARIZED STATEMENT:
   Notarized statement that project has been constructed in accordance with Contract Documents.
6. CONTRACTOR'S NOTARIZED STATEMENT OF GUARANTEE/S:
   All work will be guaranteed by the Contractor for a period of one (1) year from the date of substantial completion. Wording will be as follows:
   "WE HEREBY GUARANTEE ALL WORK PERFORMED BY US ON ABOVE CAPTIONED PROJECT TO BE FREE FROM DEFECTIVE MATERIALS AND WORKMENSHIP FOR A PERIOD OF ONE (1) YEAR, OR SUCH LONGER PERIOD OF TIM 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.

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.

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 linear foot.

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.

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.

DUCTILE IRON, PVC and HDPE WATER SYSTEMS

Payment for item shall include furnishing and installing all pipe, trenching, compaction of required bedding and backfill excavation, disposal of excess excavated material sheeting, shoring, bracing, dewatering, testing, fittings, reducers, flushing the system and related items not specifically covered under other pay items. The contract price shall be determined by the measured distance of pipe installed and accepted per linear foot.

STEEL CASING

Payment for installation of bored or open cut steel casing shall include furnishing and

installing all steel pipe, spacers, end caps, excavating, compaction of backfill, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing and related items not specifically covered under other pay items. Length shall be determined by the measured distance of casing pipe installed and accepted per linear foot.

CONNECTION ITEMS

Payment for connection items shall include installation of reducers, fittings, valve boxes, trenching, excavation, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring bracing, dewatering, testing, flushing and related items not specifically covered under other pay items as depicted on the construction plans. Pay shall be determined per each.

GATE VALVES

Payment for installation of gate valves shall include furnishing gate valves, valve boxes, trenching, excavating, compaction of backfill, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items as depicted on the construction plans. Pay shall be determined per each.

FIRE HYDRANT WITH APPURTENANCES

Payment for installation of fire hydrant with appurtenance shall include furnishing fire hydrant, gate valve, valve box, piping, trenching, excavating, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items. Pay shall be determined per each to include fire hydrant, tees, gate valve, valve box, pipe and other miscellaneous items as required to provide an operational hydrant. Pay shall be determined per each.

CRUSHED AGGREGRATE

Payment for crushed aggregate shall include furnishing and installing material as specified in the plans and specifications. Crushed aggregate shall be installed as a base material for the pavement repairs. Crushed aggregated may be used for a temporary riding surface. Temporary riding surface will be removed prior to pavement repairs and moved to another location as directed by the engineer at no additional cost to the project. Payment shall be per ton from certified scales.

SELECT FILL MATERIAL

Payment for select fill material will be based on loose vehicular measurement. Haul vehicles shall be measured and volumes calculated. It shall be the discretion of owner as to the overall percentage full of haul material. Item shall include material, haul, placement and testing necessary to meet the plans and specifications. Payment shall be per cubic yard.

ASPHALT PAVEMENT REPAIR

Payment for asphalt repair shall include furnishing and installing asphalt pavement as specified in the plans and specifications. Item shall include material, haul, placement compaction and testing necessary to meet the plans and specifications. Payment shall be per square yard.

Conditions for Compliance with 2 C.F.R. § 200 et seq., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

A portion of the funding for the Work, as fully described in **Attachment A, Project Name, Scope of Work and Project Timeline and Requirements**, has been made available to the City of Hattiesburg through the Mississippi Municipality & County Water Infrastructure ("MCWI") Grant Program Act of 2022, Mississippi Senate Bill 2822, 2022 Regular Session (April 26, 2022), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 ("ARPA"), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award #SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022).

The Parties acknowledge that the above Contract Agreement (the "Contract") is subject to the provisions of 2 C.F.R. § 200 et seq., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Notwithstanding anything contained in the Contract, CONTRACTOR agrees to comply with all applicable provisions of 2 C.F.R. § 200 et seq., as amended. As set forth in the Contract, to the extent any of the provision contained herein are in conflict with the Contract Documents, these provisions shall control. Further, the CONTRACTOR acknowledges and agrees to comply with **Attachment C (Special Notice to Bidders), Subaward Terms and Conditions for Contracted Parties**.

A. Period of Performance

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**.

B. Termination

The Contract may be terminated as follows:

(1) Termination For Convenience. The OWNER may, when the interests of the OWNER so require, terminate Contract in whole or in part, for the convenience of the OWNER. OWNER shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.

(2) Termination For Default. If CONTRACTOR refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, OWNER may notify CONTRACTOR in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by OWNER, OWNER may terminate the CONTRACTOR'S right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by the OWNER, the CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the CONTRACTOR in which the OWNER has an interest.

(3) Termination Upon Bankruptcy. This Agreement may be terminated in whole or in part by OWNER upon written notice to the CONTRACTOR, if the CONTRACTOR should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the CONTRACTOR of an assignment for the benefit of its creditors. In the event of such termination, the CONTRACTOR shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Contract, but in no case shall said compensation exceed the total Contract Price.

C. Equal Employment Opportunity.

(1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

> Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR'S legal duty to furnish information.

(4) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of CONTRACTORS and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a CONTRACTOR debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

CONTRACTORs and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

D. Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No CONTRACTOR or Subcontractors contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the CONTRACTOR and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The U.S. Department of Treasury shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

E. Clean Air Act

(1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The CONTRACTOR agrees to report each violation to the OWNER and understands and agrees that the CONTRACTOR will, in turn, report each violation as required to assure notification to the Mississippi Department of Environmental Quality or the appropriate Environmental Protection Agency Regional Office.

(3) The CONTRACTOR agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by U.S. Department of Treasury.

F. Federal Water Pollution Control Act

(1) The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The CONTRACTOR agrees to report each violation to the OWNER and understands and agrees that the CONTRACTOR will, in turn, report each violation as required to assure notification to the Mississippi Department of Environmental Quality or the appropriate Environmental Protection Agency Regional Office.

(3) The CONTRACTOR agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by U.S. Department of Treasury.

G. Federal Restrictions on Lobbying.

CONTRACTOR shall comply with the restrictions on lobbying in 31 CFR Part 21. Pursuant to this regulation, the CONTRACTOR may not use any federal funds to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. CONTRACTOR shall certify in writing that Subrecipient has not made, and will not make, any payment prohibited by these requirements using the form provided in **Exhibit A** (Lobbying Certifications).

H. Procurement of Recovered Materials

(1) In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

(3) The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

I. Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Contracts and purchase orders for work or products under this award.

J. Prohibition on Contracting for Covered Telecommunications Equipment or Services

(1) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(2) Prohibitions.

(i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(ii) Unless an exception in paragraph (3) of this clause applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(iii) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iv) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(v) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(vi) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) Exceptions.

(i) This clause does not prohibit CONTRACTORS from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(ii) By necessary implication and regulation, the prohibitions also do not apply to:

(1) Covered telecommunications equipment or services that:

a. Are not used as a substantial or essential component of any system; and

b. Are not used as critical technology of any system.

(2) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) Reporting requirement.

(i) In the event the CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the CONTRACTOR is notified of such by a subcontractor at any tier or by any other source, the CONTRACTOR shall report the information in paragraph (d)(2) of this clause to the recipient or

subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(ii) The CONTRACTOR shall report the following information pursuant to paragraph (d)(1) of this clause:

(1) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(2) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the CONTRACTOR shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(iii) Subcontracts. The CONTRACTOR shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

K. Contracting with Small and Minority Businesses, Women's Businesses Enterprises, and Labor Surplus Area Firms

If the CONTRACTOR engages subcontractors to perform work under the Contract, CONTRACTOR shall place qualified small and minority businesses and women's business enterprises on solicitation lists used in the procurement; solicit small and minority business and women's business enterprises; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

TECHNICAL SPECIFICATIONS

1. Applicable Specifications

The Technical Specifications entitled Mississippi Standard Specifications for Road and Bridge Construction, 2017, or latest, Edition shall be the specifications applicable to this project except as for herein specified. Any testing required by those specifications for material submittal approval shall be the responsibility of the Contractor. The testing laboratory used by the Contractor shall be a laboratory certified by the Mississippi Department of Transportation and shall be approved by the Engineer. Any reference to Unit Item for pay shall be modified and paid based on the Pay Items included in the proposal of the specifications.

2. References Amended to mean Engineer

Any reference in the above-mentioned specifications to Commission, Director, Chief Engineer, Testing Engineer, or Project Engineer shall be amended in these specifications to mean the Engineer, or his duly authorized representative, of the City of Hattiesburg.

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

Nominal Size (Sieves w/Square Openings)	Percent Passing by Weight
2"	100
1 - ½"	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 - ½" 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 One per 100 CY	1
Bedding Material One per 600 LF	2
Tamped Backfill One per 600 LF	2

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 Mods 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
¾″	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 place 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 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 though them as solution of chlorine of 50mg/l for 24 hours in such manner as to meet the requirements of the State Board of Health.

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.) farmable 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 ¼" 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 360º. 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 ½" 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.

EXHIBIT C

BID TABULATION SHEET

BID TAB

June 20, 2024

Project: West 7th Street Infrastructure Rehabilitation Between Providence St & North Main St

Project No. 12220-007

OPC

Grady Crawford Construction Co.

PO Box 967

Baton Rouge, LA 70821

BASE BID

Item No.	Item Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount
201-A	Clearing and Grubbing	LS	1	$5,000.00	$5,000.00	$55,000.00	$55,000.00
202-B	Removal of Asphalt Pavement, All Depths	SY	5265	$4.50	$23,692.50	$14.00	$73,710.00
202-B	Removal of Concrete Pavement, All Depths	SY	951	$9.00	$8,559.00	$14.00	$13,314.00
202-B	Removal of Concrete Sidewalk	SY	1030	$9.00	$9,270.00	$14.00	$14,420.00
202-B	Removal of Curb & Gutter, All Types	LF	3425	$5.00	$17,125.00	$14.00	$47,950.00
202-B	Removal of Fence, All Types	LF	57	$15.00	$855.00	$10.00	$570.00
202-B	Removal of Inlet and Junction Box, All Types & Sizes	EA	6	$500.00	$3,000.00	$900.00	$5,400.00
202-B	Removal of Storm Sewer Manhole	EA	3	$500.00	$1,500.00	$900.00	$2,700.00
202-B	Removal of Pipe, 8" And Above	LF	850	$15.00	$12,750.00	$8.00	$6,800.00
202-B	Removal of Traffic Stripe	LF	140	$2.00	$280.00	$7.00	$980.00
202-B	Removal of Traffic Stripe	SF	616	$2.50	$1,540.00	$7.00	$4,312.00
203-A	Unclassified Excavation, LVM, AH	CY	390	$15.00	$5,850.00	$12.00	$4,680.00
203-EX	Borrow Excavation, AH, LVM, Class B9	CY	3235	$20.00	$64,700.00	$34.00	$109,990.00
203-G	Excess Excavation, LVM, AH	CY	1300	$18.00	$23,400.00	$12.00	$15,600.00
211-B	Topsoil for Slope Treatment, Contractor Furnished	CY	650	$25.00	$16,250.00	$45.00	$29,250.00
215-A	Vegetative Materials for Mulch	TON	1	$450.00	$450.00	$750.00	$750.00
216-A	Solid Sodding	SY	2580	$6.00	$15,480.00	$13.00	$33,540.00
219-A	Watering	KGAL	52	$20.00	$1,040.00	$10.00	$520.00
221-A	Concrete Paved Ditch	CY	0	$1,800.00	$180.00	$3,500.00	$350.00
226-A	Temporary Grassing	ACRE	1	$1,500.00	$750.00	$3,500.00	$1,750.00
907-234-A	Temporary Silt Fence	LF	5000	$5.00	$25,000.00	$1.00	$5,000.00
237-A	Wattles, 20"	LF	1200	$7.00	$8,400.00	$1.00	$1,200.00
246-A	Sandbags	LF	225	$10.00	$2,250.00	$5.00	$1,125.00
907-258-PP	Concrete Steps, Per Plans	EA	1	$1,200.00	$1,200.00	$1,280.00	$1,280.00
907-258-N	Car Stop, Per Plans	EA	4	$150.00	$600.00	$175.00	$700.00
304-A	Granular Material, LVM, Class 9, Group C	CY	50	$20.00	$1,000.00	$50.00	$2,500.00
304-F	Size 610 Crushed Stone Base	TON	2770	$60.00	$166,200.00	$90.00	$249,300.00
403-A	9.5mm, ST, Asphalt Pavement	TON	600	$210.00	$126,000.00	$200.00	$120,000.00
403-A	19mm, ST, Asphalt Pavement	TON	1400	$210.00	$294,000.00	$234.00	$327,600.00
403-B	9.5mm, ST, Asphalt Pavement, Leveling	TON	35	$210.00	$7,350.00	$200.00	$7,000.00
406-A	Cold Milling of Bituminous Pavement, All Depths	SY	1115	$12.00	$13,380.00	$18.00	$20,070.00
407-A	Asphalt for Tack Coat	GAL	540	$8.00	$4,320.00	$5.00	$2,700.00

BID TAB

June 20, 2024

Project: West 7th Street Infrastructure Rehabilitation Between Providence St & North Main St

Project No. 12220-007

				OPC		Grady Crawford Construction Co. PO Box 967 Baton Rouge, LA 70821	
BASE BID							
501-A	6" Reinforced Cement Concrete Pavement, Broom Finish	SY	15	$100.00	$1,500.00	$169.00	$2,535.00
601-B	Class "B" Structural Concrete, Minor Structures	CY	148	$1,500.00	$222,000.00	$965.00	$142,820.00
602-A	Reinforcing Steel	LBS	14485	$2.50	$36,212.50	$5.50	$79,667.50
603-CA	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	16	$45.00	$720.00	$100.00	$1,600.00
603-CA	24" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	1392	$57.00	$79,344.00	$130.00	$180,960.00
603-CA	30" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	48	$65.00	$3,120.00	$165.00	$7,920.00
603-CB	30" Reinforced Concrete Pipe End Section	EA	1	$4,000.00	$4,000.00	$2,300.00	$2,300.00
603-CE	29"x18" Reinforced Concrete Arch Pipe, Class IV, Flexible Plastic Gaskets	LF	1120	$60.00	$67,200.00	$188.00	$210,560.00
603-CB	29"x18" Reinforced Concrete Arch Pipe End Section	EA	2	$2,750.00	$5,500.00	$2,350.00	$4,700.00
603-PE	12" Corrugated Polyethylene Pipe, Dual Wall, (Incl. Bedding)	LF	160	$28.00	$4,480.00	$64.00	$10,240.00
603-PE	18" Corrugated Polyethylene Pipe, Dual Wall, (Incl. Bedding)	LF	332	$38.00	$12,616.00	$73.00	$24,236.00
603-PP	36" Preformed Polyethylene Drainage Catch Basin, (Incl. Bedding)	EA	20	$1,250.00	$25,000.00	$7,320.00	$146,400.00
604-A	Castings	LBS	3730	$3.00	$11,190.00	$12.00	$44,760.00
604-B	Gratings	LBS	4950	$3.50	$17,325.00	$11.00	$54,450.00
607-B	60" Type I, Chain Link Fence, Class 1	LF	60	$25.00	$1,500.00	$50.00	$3,000.00
608-A	Concrete Sidewalk, Without Reinforcement	SY	1675	$60.00	$100,500.00	$100.00	$167,500.00
907-608-C	Detectable Warning Panels	SF	175	$45.00	$7,875.00	$66.00	$11,550.00
609-B	Concrete Curb, Header	LF	500	$50.00	$25,000.00	$61.00	$30,500.00
609-C	Concrete Integral Curb, Type 1	LF	620	$45.00	$27,900.00	$39.00	$24,180.00
609-D	Combination Concrete Curb and Gutter Type 1 Modified	LF	2790	$26.00	$72,540.00	$70.00	$195,300.00
614-A	Concrete Driveway, Without Reinforcement, 6-inch Thickness	SY	605	$90.00	$54,450.00	$115.00	$69,575.00
614-A	Concrete Driveway, Without Reinforcement, 8-inch Thickness	SY	316	$120.00	$37,920.00	$122.00	$38,552.00
613-A	Adjustment of Castings, Gratings & Utility Appurtenances	EA	5	$1,000.00	$5,000.00	$500.00	$2,500.00
618-A	Maintenance of Traffic	LS	1	$95,000.00	$95,000.00	$125,000.00	$125,000.00
618-B	Additional Construction Signs	SF	10	$10.00	$100.00	$90.00	$900.00
619-D	Remove and Reset Signs, All Sizes	EA	8	$100.00	$800.00	$55.00	$440.00
620-A	Mobilization	LS	1	$265,000.00	$265,000.00	$171,000.00	$171,000.00

BID TAB

June 20, 2024

Project: West 7th Street Infrastructure Rehabilitation Between Providence St & North Main St

Project No. 12220-007

				OPC		Grady Crawford Construction Co. PO Box 967 Baton Rouge, LA 70821	
BASE BID							
626-G	Thermoplastic Detail Stripe, White, 6"	LF	46	$6.50	$299.00	$13.00	$598.00
626-G	Thermoplastic Detail Stripe, Yellow, 6"	LF	592	$6.50	$3,848.00	$9.00	$5,328.00 *
626-H	Thermoplastic Legend, White (6" Equiv)	LF	2346	$10.00	$23,460.00	$17.00	$39,882.00
626-H	Thermoplastic Legend, White	SF	134	$15.00	$2,010.00	$70.00	$9,380.00
630-A	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	SF	97	$45.00	$4,365.00	$14.00	$1,358.00
630-C	Steel U-Section Posts, 2.5 lb/ft	LF	315	$20.00	$6,300.00	$10.00	$3,150.00
699-A	Roadway Construction Stakes	LS	1	$45,000.00	$45,000.00	$24,500.00	$24,500.00
SS1	8" Ductile Iron Sewer Pipe (0'-6') (Open Cut)	LF	40	$60.00	$2,400.00	$165.00	$6,600.00
SS2	8" SDR 26 PVC Sewer Pipe (0'-6') (Open Cut)	LF	994	$55.00	$54,670.00	$78.00	$77,532.00
SS3	8" SDR 26 PVC Sewer Pipe (6'- 8') (Open Cut)	LF	940	$65.00	$61,100.00	$107.00	$100,580.00
SS4	8" SDR 26 PVC Sewer Pipe (8'- 10') (Open Cut)	LF	480	$70.00	$33,600.00	$152.00	$72,960.00
SS5	Removal of Existing Sewer Line	LF	1445	$3.00	$4,335.00	$28.00	$40,460.00
SS6	Abandonment of Existing Sewer Line (All Sizes)	LF	505	$5.00	$2,525.00	$9.00	$4,545.00
SS7	Tracer Wire System for Sewer	LS	1	$3,050.00	$3,050.00	$16,250.00	$16,250.00
SS8	48" Precast Concrete Sewer Manhole (0' - 6')	EA	5	$4,500.00	$22,500.00	$5,400.00	$27,000.00
SS9	48" Precast Concrete Sewer Manhole (6' - 8')	EA	3	$5,200.00	$15,600.00	$7,200.00	$21,600.00
SS10	48" Precast Concrete Sewer Manhole (8' - 10')	EA	1	$5,950.00	$5,950.00	$8,100.00	$8,100.00
SS11	Drop Manhole Assembly (All Depths)	EA	1	$2,500.00	$2,500.00	$2,150.00	$2,150.00
SS12	Demolition and Removal of Existing Manholes (All Types)	EA	6	$850.00	$5,100.00	$925.00	$5,550.00
SS13	4" Sanitary Sewer Service Cleanout	EA	41	$650.00	$26,650.00	$812.00	$33,292.00
SS14	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	560	$35.00	$19,600.00	$43.00	$24,080.00
SS15	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	1045	$45.00	$47,025.00	$49.00	$51,205.00
SS16	8"x8"x6" PVC Service Tee	EA	38	$350.00	$13,300.00	$258.00	$9,804.00
SS17	Existing Sewer Service Investigation	EA	3	$200.00	$600.00	$450.00	$1,350.00
W1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	1360	$60.00	$81,600.00	$95.00	$129,200.00
W2	8" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	480	$70.00	$33,600.00	$108.00	$51,840.00
W3	Tracer Wire System for Water	LS	1	$1,500.00	$1,500.00	$10,500.00	$10,500.00
W4	Cut and Cap Existing Water Lines	EA	3	$500.00	$1,500.00	$500.00	$1,500.00
W5	Connection: Prop 6" to Exist 6" (Coupling & other fittings)	EA	2	$1,200.00	$2,400.00	$1,530.00	$3,060.00
W6	Connection: Prop 8" to Prop 6" (8"x8"x6" Tee & other fittings)	EA	2	$3,000.00	$6,000.00	$5,230.00	$10,460.00
W7	Connection: Prop 6" to Exist 8" (Hot Tap w/ Valve & other fittings)	EA	1	$5,000.00	$5,000.00	$8,750.00	$8,750.00

BID TAB

June 20, 2024

Project: West 7th Street Infrastructure Rehabilitation Between Providence St & North Main St

Project No. 12220-007

				OPC		Grady Crawford Construction Co. PO Box 967 Baton Rouge, LA 70821	
BASE BID							
W8	Connection: Prop 8" to Exist 12" (Hot Tap w/ Valve & other fittings)	EA	1	$6,500.00	$6,500.00	$12,750.00	$12,750.00
W9	6" Gate Valve	EA	1	$2,100.00	$2,100.00	$1,950.00	$1,950.00
W10	8" Gate Valve	EA	1	$2,800.00	$2,800.00	$2,950.00	$2,950.00
W11	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	EA	1	$6,500.00	$6,500.00	$8,150.00	$8,150.00
W12	Removal of Existing Fire Hydrant	EA	1	$1,500.00	$1,500.00	$750.00	$750.00
W13	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	EA	26	$550.00	$14,300.00	$670.00	$17,420.00
W14	Commercial Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	EA	1	$1,500.00	$1,500.00	$2,340.00	$2,340.00
W15	Residential Service Tubing (Open Cut) (All Sizes)	LF	660	$8.00	$5,280.00	$20.00	$13,200.00
W16	Commercial Service Tubing (Open Cut) (All Sizes)	LF	40	$12.00	$480.00	$28.00	$1,120.00
W17	Remove and Reset Water Meter	EA	25	$1,000.00	$25,000.00	$165.00	$4,125.00
	Bid Total:				**$2,648,511.00**		**$3,780,525.50**

***Comments: mathematical correction**

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on June 20, 2024, and that said tabulation is true and correct to the best of my belief.

Shea E. McNease, P.E.

EXHIBIT D

CRAWFORD BID

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,

Grady Crawford Construction Co., Inc. of Baton Rouge
Bidding Company

Authorized by:

R. Casey Crawford, President

PO Box 967 Baton Rouge, LA 70821
ADDRESS

PROPOSAL

WEST 7TH STREET INFRASTRUCTURE REHABILITATION BETWEEN PROVIDENCE ST & NORTH MAIN ST

Item No.	Description	Unit	Quantity	Unit Price	Extension	Note*
	***** Demolition *****					
201-A	Clearing and Grubbing	LS	1	55,000.00	55,000.00	
202-B	Removal of Asphalt Pavement, All Depths	SY	5,265	14.00	73,710.00	4
202-B	Removal of Concrete Pavement, All Depths	SY	951	14.00	13,314.00	4
202-B	Removal of Concrete Sidewalk	SY	1,030	14.00	14,420.00	4
202-B	Removal of Curb & Gutter, All Types	LF	3,425	14.00	47,950.00	4
202-B	Removal of Fence, All Types	LF	57	10.00	570.00	
202-B	Removal of Inlet and Junction Box, All Types & Sizes	EA	6	900.00	5,400.00	
202-B	Removal of Storm Sewer Manhole	EA	3	900.00	2,700.00	
202-B	Removal of Pipe, 8" And Above	LF	850	8.00	6,800.00	
202-B	Removal of Traffic Stripe	LF	140	7.00	980.00	
202-B	Removal of Traffic Stripe	SF	616	7.00	4,312.00	
	***** Earthwork & Temporary Erosion Control *****					
203-A	Unclassified Excavation, LVM, AH	CY	390	12.00	4,680.00	
203-EX	Borrow Excavation, AH, LVM, Class B9	CY	3,235	34.00	109,990.00	4
203-G	Excess Excavation, LVM, AH	CY	1,300	12.00	15,600.00	
211-B	Topsoil for Slope Treatment, Contractor Furnished	CY	650	45.00	29,250.00	
215-A	Vegetative Materials for Mulch	TON	1	750.00	750.00	
216-A	Solid Sodding	SY	2,580	13.00	33,540.00	1
219-A	Watering	KGAL	52	10.0	520.00	
221-A	Concrete Paved Ditch	CY	0.1	3,500.00	350.00	

226-A	Temporary Grassing	ACRE	0.5	3,500.00	1,750.00	
907-234-A	Temporary Silt Fence	LF	5,000	1.00	5,000.00	2
237-A	Wattles, 20"	LF	1,200	1.00	1,200.00	2
246-A	Sandbags	LF	225	5.00	1,125.00	2
	*** Non-Roadway Items ***					
907-258-PP	Concrete Steps, Per Plans	EA	1	1,280.00	1,280.00	
907-258-N	Car Stop, Per Plans	EA	4	175.00	700.00	
	*** Subbase, Base, & Paving ***					
304-A	Granular Material, LVM, Class 9, Group C	CY	50	50.00	2,500.00	
304-F	Size 610 Crushed Stone Base	TON	2,770	90.00	249,300.00	4
403-A	9.5mm, ST, Asphalt Pavement	TON	600	200.00	120,000.00	4
403-A	19mm, ST, Asphalt Pavement	TON	1,400	234.00	327,600.00	4
403-B	9.5mm, ST, Asphalt Pavement, Leveling	TON	35	200.00	7,000.00	4
406-A	Cold Milling of Bituminous Pavement, All Depths	SY	1,115	18.00	20,070.00	
407-A	Asphalt for Tack Coat	GAL	540	5.00	2,700.00	4
501-A	6" Reinforced Cement Concrete Pavement, Broom Finish	SY	15	169.00	2,535.00	
	*** Drainage ***					
601-B	Class "B" Structural Concrete, Minor Structures	CY	148	965.00	142,820.00	
602-A	Reinforcing Steel	LBS	14,485	5.50	79,667.50	
603-CA	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	16	100.00	1,600.00	
603-CA	24" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	1,392	130.00	180,960.00	
603-CA	30" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	48	165.00	7,920.00	
603-CB	30" Reinforced Concrete Pipe End Section	EA	1	2,300.00	2,300.00	

603-CE	29"x18" Reinforced Concrete Arch Pipe, Class IV, Flexible Plastic Gaskets	LF	1,120	188.00	210,560.00	
603-CB	29"x18" Reinforced Concrete Arch Pipe End Section	EA	2	2,350.00	4,700.00	
603-PE	12" Corrugated Polyethylene Pipe, Dual Wall, (Incl. Bedding)	LF	160	64.00	10,240.00	
603-PE	18" Corrugated Polyethylene Pipe, Dual Wall, (Incl. Bedding)	LF	332	73.00	24,236.00	
603-PP	36" Preformed Polyethylene Drainage Catch Basin, (Incl. Bedding)	EA	20	7,320.00	146,400.00	
604-A	Castings	LBS	3,730	12.00	44,760.00	
604-B	Gratings	LBS	4,950	11.00	54,450.00	
	***** Fences & Gates *****					
607-B	60" Type I, Chain Link Fence, Class 1	LF	60	50.00	3,000.00	
	***** Curbing & Gutters, Sidewalks & Driveways *****					
608-A	Concrete Sidewalk, Without Reinforcement	SY	1,675	100.00	167,500.00	4
907-608-C	Detectable Warning Panels	SF	175	66.00	11,550.00	
609-B	Concrete Curb, Header	LF	500	61.00	30,500.00	
609-C	Concrete Integral Curb, Type 1	LF	620	39.00	24,180.00	4
609-D	Combination Concrete Curb and Gutter Type 1 Modified	LF	2,790	70.00	195,300.00	4
614-A	Concrete Driveway, Without Reinforcement, 6-inch Thickness	SY	605	115.00	69,575.00	4
614-A	Concrete Driveway, Without Reinforcement, 8-inch Thickness	SY	316	122.00	38,552.00	
	***** Miscellaneous Roadway*****					
613-A	Adjustment of Castings, Gratings & Utility Appurtenances	EA	5	500.00	2,500.00	4,5
618-A	Maintenance of Traffic	LS	1	125,000.00	125,000.00	3, 4
618-B	Additional Construction Signs	SF	10	90.00	900.00	
619-D	Remove and Reset Signs, All Sizes	EA	8	55.00	440.00	

620-A	Mobilization	LS	1	171,000.00	171,000.00	4
	*** Pavement Striping & Marking ***					
626-G	Thermoplastic Detail Stripe, White, 6"	LF	46	13.00	598.00	
626-G	Thermoplastic Detail Stripe, Yellow, 6"	LF	592	9.00	5,325.00	4
626-H	Thermoplastic Legend, White (6" Equiv)	LF	2,346	17.00	39,882.00	4
626-H	Thermoplastic Legend, White	SF	134	70.00	9,380.00	
	*** Permanent Traffic Control ***					
630-A	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	SF	97	14.00	1,358.00	
630-C	Steel U-Section Posts, 2.5 lb/ft	LF	315	10.00	3,150.00	
	*** Survey & Staking ***					
699-A	Roadway Construction Stakes	LS	1	24,500.00	24,500.00	
	*** Sewer Pipe Items ***					
SS1	8" Ductile Iron Sewer Pipe (0'-6') (Open Cut)	LF	40	165.00	6,600.00	
SS2	8" SDR 26 PVC Sewer Pipe (0'-6') (Open Cut)	LF	994	78.00	77,532.00	
SS3	8" SDR 26 PVC Sewer Pipe (6'- 8') (Open Cut)	LF	940	107.00	100,580.00	
SS4	8" SDR 26 PVC Sewer Pipe (8'- 10') (Open Cut)	LF	480	152.00	72,960.00	
SS5	Removal of Existing Sewer Line	LF	1,445	28.00	40,460.00	
SS6	Abandonment of Existing Sewer Line (All Sizes)	LF	505	9.00	4,545.00	
SS7	Tracer Wire System for Sewer	LS	1	16,250.00	16,250.00	
	*** Sewer Manhole Items ***					
SS8	48" Precast Concrete Sewer Manhole (0' - 6')	EA	5	5,400.00	27,000.00	
SS9	48" Precast Concrete Sewer Manhole (6' - 8')	EA	3	7,200.00	21,600.00	
SS10	48" Precast Concrete Sewer Manhole (8' - 10')	EA	1	8,100.00	8,100.00	

SS11	Drop Manhole Assembly (All Depths)	EA	1	2,150.00	2,150.00	
SS12	Demolition and Removal of Existing Manholes (All Types)	EA	6	925.00	5,550.00	
	*** * * Sewer Service Items * * ***					
SS13	4" Sanitary Sewer Service Cleanout	EA	41	812.00	33,292.00	
SS14	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	560	43.00	24,080.00	
SS15	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	1,045	49.00	51,205.00	
SS16	8"x8"x6" PVC Service Tee	EA	38	258.00	9,804.00	
SS17	Existing Sewer Service Investigation	EA	3	450.00	1,350.00	
	*** * * Water Pipe Items * * ***					
W1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	1,360	95.00	129,200.00	
W2	8" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	480	108.00	51,840.00	
W3	Tracer Wire System for Water	LS	1	10,500.00	10,500.00	
	*** * * Water Connection Items * * ***					
W4	Cut and Cap Existing Water Lines	EA	3	500.00	1,500.00	
W5	Connection: Prop 6" to Exist 6" (Coupling & other fittings)	EA	2	1,530.00	3,060.00	
W6	Connection: Prop 8" to Prop 6" (8"x8"x6" Tee & other fittings)	EA	2	5,230.00	10,460.00	
W7	Connection: Prop 6" to Exist 8" (Hot Tap w/ Valve & other fittings)	EA	1	8,750.00	8,750.00	
W8	Connection: Prop 8" to Exist 12" (Hot Tap w/ Valve & other fittings)	EA	1	12,750.00	12,750.00	
	*** * * Water Valve Items * * ***					

W9	6" Gate Valve	EA	1	1,950.00	1,950.00	
W10	8" Gate Valve	EA	1	2,950.00	2,950.00	
	*** * * Water Fire Protection Items * * ***					
W11	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	EA	1	8,150.00	8,150.00	
W12	Removal of Existing Fire Hydrant	EA	1	750.00	750.00	
	*** * * Water Service Items * * ***					
W13	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	EA	26	670.00	17,420.00	
W14	Commercial Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	EA	1	2,340.00	2,340.00	
W15	Residential Service Tubing (Open Cut) (All Sizes)	LF	660	20.00	13,200.00	
W16	Commercial Service Tubing (Open Cut) (All Sizes)	LF	40	28.00	1,120.00	
W17	Remove and Reset Water Meter	EA	25	165.00	4,125.00	

Total Bid Amount $3,780,525.50

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).

Bid Respectfully Submitted, Name of Firm or Bidder: Grady Crawford Construction Co., Inc. of Baton Rouge

Grady Crawford Construction Co., Inc. of Baton Rouge
PO Box 967
Baton Rouge, LA 70821
Mississippi Certificate of Responsibility No 03623-MC

Bid For: WEST 7th STREET INFRASTRUCTURE REHABILITATION
CITY OF HATTIESBURG

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the under signed, Grady Crawford Construction Co., Inc. of Baton Rouge Principal, and Nationwide Mutual Insurance Company as Surety, are hereby held and firmly bound unto the City of Hattiesburg as Owner in the penal sum of 5% (Five Percent) for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 20th day of June, 20 24.

The Condition of the above obligation is such that whereas the Principal has submitted to a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the following project:

WEST 7TH STREET INFRASTRUCTURE REHABILITATION
BETWEEN PROVIDENCE ST & NORTH MAIN ST
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.

Grady Crawford Construction Co., Inc. of Baton Rouge

PRINCIPAL

Nationwide Mutual Insurance Company

SURETY

BY: David W Alligood

David W Alligood, 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.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
DAVID W ALLIGOOD; JAMES J TASSIN; THOMAS A LAPORTE; WILLIAM P GARCIA; RYAN J VICKNAIR;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss
On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 20th day of June, 2024.

Assistant Secretary

BDJ 1(08-21)00

Nationwide®
is on your side

SURETY BOND SEAL ADDENDUM

Nationwide Mutual Insurance Company

Due to logistical issues associated with the use of traditional seals during the COVID-19 pandemic, Nationwide Mutual Insurance Company has authorized its Attorneys-in-Fact to affix Nationwide Mutual Insurance Company's corporate seal to any bond executed on behalf of Nationwide Mutual Insurance Company by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of Nationwide Mutual Insurance Company by its Attorney-in-Fact, Nationwide Mutual Insurance Company hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 2nd day of April, 2020.

Nationwide Mutual Insurance Company



By _____
Antonio C. Albanese, Vice President – Surety
Nationwide Mutual Insurance Company

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,

Grady Crawford Construction Co., Inc. of Baton Rouge
Bidding Company

Authorized by:

R. Casey Crawford, President

PO Box 967 Baton Rouge, LA 70821
ADDRESS

PROPOSAL

WEST 7TH STREET INFRASTRUCTURE REHABILITATION BETWEEN PROVIDENCE ST & NORTH MAIN ST

Item No.	Description	Unit	Quantity	Unit Price	Extension	Note*
	***** Demolition *****					
201-A	Clearing and Grubbing	LS	1	55,000.00	55,000.00	
202-B	Removal of Asphalt Pavement, All Depths	SY	5,265	14.00	73,710.00	4
202-B	Removal of Concrete Pavement, All Depths	SY	951	14.00	13,314.00	4
202-B	Removal of Concrete Sidewalk	SY	1,030	14.00	14,420.00	4
202-B	Removal of Curb & Gutter, All Types	LF	3,425	14.00	47,950.00	4
202-B	Removal of Fence, All Types	LF	57	10.00	570.00	
202-B	Removal of Inlet and Junction Box, All Types & Sizes	EA	6	900.00	5,400.00	
202-B	Removal of Storm Sewer Manhole	EA	3	900.00	2,700.00	
202-B	Removal of Pipe, 8" And Above	LF	850	8.00	6,800.00	
202-B	Removal of Traffic Stripe	LF	140	7.00	980.00	
202-B	Removal of Traffic Stripe	SF	616	7.00	4,312.00	
	***** Earthwork & Temporary Erosion Control *****					
203-A	Unclassified Excavation, LVM, AH	CY	390	12.00	4,680.00	
203-EX	Borrow Excavation, AH, LVM, Class B9	CY	3,235	34.00	109,990.00	4
203-G	Excess Excavation, LVM, AH	CY	1,300	12.00	15,600.00	
211-B	Topsoil for Slope Treatment, Contractor Furnished	CY	650	45.00	29,250.00	
215-A	Vegetative Materials for Mulch	TON	1	750.00	750.00	
216-A	Solid Sodding	SY	2,580	13.00	33,540.00	1
219-A	Watering	KGAL	52	10.0	520.00	
221-A	Concrete Paved Ditch	CY	0.1	3,500.00	350.00	

226-A	Temporary Grassing	ACRE	0.5	3,500.00	1,750.00	
907-234-A	Temporary Silt Fence	LF	5,000	1.00	5,000.00	2
237-A	Wattles, 20"	LF	1,200	1.00	1,200.00	2
246-A	Sandbags	LF	225	5.00	1,125.00	2
	*** Non-Roadway Items ***					
907-258-PP	Concrete Steps, Per Plans	EA	1	1,280.00	1,280.00	
907-258-N	Car Stop, Per Plans	EA	4	175.00	700.00	
	*** Subbase, Base, & Paving ***					
304-A	Granular Material, LVM, Class 9, Group C	CY	50	50.00	2,500.00	
304-F	Size 610 Crushed Stone Base	TON	2,770	90.00	249,300.00	4
403-A	9.5mm, ST, Asphalt Pavement	TON	600	200.00	120,000.00	4
403-A	19mm, ST, Asphalt Pavement	TON	1,400	234.00	327,600.00	4
403-B	9.5mm, ST, Asphalt Pavement, Leveling	TON	35	200.00	7,000.00	4
406-A	Cold Milling of Bituminous Pavement, All Depths	SY	1,115	18.00	20,070.00	
407-A	Asphalt for Tack Coat	GAL	540	5.00	2,700.00	4
501-A	6" Reinforced Cement Concrete Pavement, Broom Finish	SY	15	169.00	2,535.00	
	*** Drainage ***					
601-B	Class "B" Structural Concrete, Minor Structures	CY	148	965.00	142,820.00	
602-A	Reinforcing Steel	LBS	14,485	5.50	79,667.50	
603-CA	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	16	100.00	1,600.00	
603-CA	24" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	1,392	130.00	180,960.00	
603-CA	30" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	48	165.00	7,920.00	
603-CB	30" Reinforced Concrete Pipe End Section	EA	1	2,300.00	2,300.00	

603-CE	29"x18" Reinforced Concrete Arch Pipe, Class IV, Flexible Plastic Gaskets	LF	1,120	188.00	210,560.00	
603-CB	29"x18" Reinforced Concrete Arch Pipe End Section	EA	2	2,350.00	4,700.00	
603-PE	12" Corrugated Polyethylene Pipe, Dual Wall, (Incl. Bedding)	LF	160	64.00	10,240.00	
603-PE	18" Corrugated Polyethylene Pipe, Dual Wall, (Incl. Bedding)	LF	332	73.00	24,236.00	
603-PP	36" Preformed Polyethylene Drainage Catch Basin, (Incl. Bedding)	EA	20	7,320.00	146,400.00	
604-A	Castings	LBS	3,730	12.00	44,760.00	
604-B	Gratings	LBS	4,950	11.00	54,450.00	
	***** Fences & Gates *****					
607-B	60" Type I, Chain Link Fence, Class 1	LF	60	50.00	3,000.00	
	***** Curbing & Gutters, Sidewalks & Driveways *****					
608-A	Concrete Sidewalk, Without Reinforcement	SY	1,675	100.00	167,500.00	4
907-608-C	Detectable Warning Panels	SF	175	66.00	11,550.00	
609-B	Concrete Curb, Header	LF	500	61.00	30,500.00	
609-C	Concrete Integral Curb, Type 1	LF	620	39.00	24,180.00	4
609-D	Combination Concrete Curb and Gutter Type 1 Modified	LF	2,790	70.00	195,300.00	4
614-A	Concrete Driveway, Without Reinforcement, 6-inch Thickness	SY	605	115.00	69,575.00	4
614-A	Concrete Driveway, Without Reinforcement, 8-inch Thickness	SY	316	122.00	38,552.00	
	***** Miscellaneous Roadway*****					
613-A	Adjustment of Castings, Gratings & Utility Appurtenances	EA	5	500.00	2,500.00	4,5
618-A	Maintenance of Traffic	LS	1	125,000.00	125,000.00	3, 4
618-B	Additional Construction Signs	SF	10	90.00	900.00	
619-D	Remove and Reset Signs, All Sizes	EA	8	55.00	440.00	

620-A	Mobilization	LS	1	171,000.00	171,000.00	4
	*** Pavement Striping & Marking ***					
626-G	Thermoplastic Detail Stripe, White, 6"	LF	46	13.00	598.00	
626-G	Thermoplastic Detail Stripe, Yellow, 6"	LF	592	9.00	5,325.00	4
626-H	Thermoplastic Legend, White (6" Equiv)	LF	2,346	17.00	39,882.00	4
626-H	Thermoplastic Legend, White	SF	134	70.00	9,380.00	
	*** Permanent Traffic Control ***					
630-A	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	SF	97	14.00	1,358.00	
630-C	Steel U-Section Posts, 2.5 lb/ft	LF	315	10.00	3,150.00	
	*** Survey & Staking ***					
699-A	Roadway Construction Stakes	LS	1	24,500.00	24,500.00	
	*** Sewer Pipe Items ***					
SS1	8" Ductile Iron Sewer Pipe (0'-6') (Open Cut)	LF	40	165.00	6,600.00	
SS2	8" SDR 26 PVC Sewer Pipe (0'-6') (Open Cut)	LF	994	78.00	77,532.00	
SS3	8" SDR 26 PVC Sewer Pipe (6'- 8') (Open Cut)	LF	940	107.00	100,580.00	
SS4	8" SDR 26 PVC Sewer Pipe (8'- 10') (Open Cut)	LF	480	152.00	72,960.00	
SS5	Removal of Existing Sewer Line	LF	1,445	28.00	40,460.00	
SS6	Abandonment of Existing Sewer Line (All Sizes)	LF	505	9.00	4,545.00	
SS7	Tracer Wire System for Sewer	LS	1	16,250.00	16,250.00	
	*** Sewer Manhole Items ***					
SS8	48" Precast Concrete Sewer Manhole (0' - 6')	EA	5	5,400.00	27,000.00	
SS9	48" Precast Concrete Sewer Manhole (6' - 8')	EA	3	7,200.00	21,600.00	
SS10	48" Precast Concrete Sewer Manhole (8' - 10')	EA	1	8,100.00	8,100.00	

SS11	Drop Manhole Assembly (All Depths)	EA	1	2,150.00	2,150.00	
SS12	Demolition and Removal of Existing Manholes (All Types)	EA	6	925.00	5,550.00	
	***** Sewer Service Items *****					
SS13	4" Sanitary Sewer Service Cleanout	EA	41	812.00	33,292.00	
SS14	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	560	43.00	24,080.00	
SS15	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	1,045	49.00	51,205.00	
SS16	8"x8"x6" PVC Service Tee	EA	38	258.00	9,804.00	
SS17	Existing Sewer Service Investigation	EA	3	450.00	1,350.00	
	***** Water Pipe Items *****					
W1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	1,360	95.00	129,200.00	
W2	8" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	480	108.00	51,840.00	
W3	Tracer Wire System for Water	LS	1	10,500.00	10,500.00	
	***** Water Connection Items *****					
W4	Cut and Cap Existing Water Lines	EA	3	500.00	1,500.00	
W5	Connection: Prop 6" to Exist 6" (Coupling & other fittings)	EA	2	1,530.00	3,060.00	
W6	Connection: Prop 8" to Prop 6" (8"x8"x6" Tee & other fittings)	EA	2	5,230.00	10,460.00	
W7	Connection: Prop 6" to Exist 8" (Hot Tap w/ Valve & other fittings)	EA	1	8,750.00	8,750.00	
W8	Connection: Prop 8" to Exist 12" (Hot Tap w/ Valve & other fittings)	EA	1	12,750.00	12,750.00	
	***** Water Valve Items *****					

W9	6" Gate Valve	EA	1	1,950.00	1,950.00	
W10	8" Gate Valve	EA	1	2,950.00	2,950.00	
	*** * * Water Fire Protection Items * * ***					
W11	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	EA	1	8,150.00	8,150.00	
W12	Removal of Existing Fire Hydrant	EA	1	750.00	750.00	
	*** * * Water Service Items * * ***					
W13	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	EA	26	670.00	17,420.00	
W14	Commercial Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	EA	1	2,340.00	2,340.00	
W15	Residential Service Tubing (Open Cut) (All Sizes)	LF	660	20.00	13,200.00	
W16	Commercial Service Tubing (Open Cut) (All Sizes)	LF	40	28.00	1,120.00	
W17	Remove and Reset Water Meter	EA	25	165.00	4,125.00	

Total Bid Amount $3,780.525.50

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).

Bid Respectfully Submitted, Name of Firm or Bidder: Grady Crawford Construction Co., Inc. of Baton Rouge

SPECIAL NOTICE TO BIDDERS

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal

opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Compliance with the Copeland "Anti-Kickback" Act.

(1) The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in

such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure

notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 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 of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(5) By entering into this Contract, the Contractor is certifying the following:

a. Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department of agency or any political subdivision or agency of the State of Mississippi.
b. Contractor has not, within a three (3) year period preceding this Contract, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction.
c. Contractor has not, within three (3) year period preceding this Contract, been convicted of or had a civil judgement rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
d. Contractor is not presently indicted for or otherwise criminally of civilly charged by a governmental entity (federal, state, or local) with commission of any of these offenses enumerated in Article 5.B. and Article 5.C., above; and,
e. Contractor has not, within a three (3) year period preceding this Contract, had one or more public transactions (federal, state, or local) terminated for cause or default.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Compliance with Miss. Code Ann. 31-5-37

Contractor agrees to comply with Mississippi Code Ann. 31-5-37. Within seven (7) days of project award the Contractor shall submit to the Owner and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contractor and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contractor.

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. INDEMNIFICATION

To the extent allowed by state law, CONTRACTOR agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of CONTRACTOR, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

2. RELATIONSHIP STATUS

The CONTRACTOR acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the OWNER and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The OWNER and CONTRACTOR also acknowledge and agree that any benefit to vendors contracting with the OWNER or CONTRACTORS arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third party beneficiaries under any agreement between MDEQ and the OWNER.

Upon execution of any contract between the OWNER and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The OWNER and CONTRACTOR shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the OWNER and any other party. The OWNER, CONTRACTOR and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the OWNER and any

other party. The OWNER and the CONTRACTOR acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the OWNER and the CONTRACTOR or any other parties.

3. ACCESS TO RECORDS

Provided CONTRACTOR is given reasonable advance written notice and such inspection is made during normal business hours of CONTRACTOR, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of CONTRACTOR's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the CONTRACTOR's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by CONTRACTOR for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

CONTRACTOR is not required to retain the above-mentioned records for the ten-year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

A. CONTRACTOR has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before CONTRACTOR provides the records and corresponding certification to MDEQ, in which case, CONTRACTOR shall retain the records until all issues arising out of the action are finally resolved; and
C. CONTRACTOR provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

4. RECORD RETENTION AND RIGHT TO AUDIT

The CONTRACTOR shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. CONTRACTOR shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

5. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, CONTRACTOR shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

6. CONFLICT OF INTEREST

The CONTRACTOR covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The CONTRACTOR further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The CONTRACTOR agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

7. COOPERATION AND EVALUATION

The CONTRACTOR agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the

Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the CONTRACTOR agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT

Further, in the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING - REQUIRED FOR CONTRACTS OVER $100,000

Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

4. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

5. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed

when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Grady Crawford Construction Co.,Inc. of Baton Rouge, 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

R. Casey Crawford, President

Name and Title of Contractor's Authorized Official

72-0795086

Contractor's Employer Identification Number (EIN)

6/20/24

Date

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt

and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action

arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and
C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels

therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

The Contractor, Grady Crawford Construction Co.,Inc. of Baton Rouge, certifies the above Attachment C, Subaward Terms and Conditions for Contracted Parties.

Signature of Contractor's Authorized Official

R. Casey Crawford, President

Name and Title of Contractor's Authorized Official

6/20/24

Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

    a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

    b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

    d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Grady Crawford Construction Co., Inc. of Baton Rouge
Business Name

By R. Casey Crawford, President
Name and Title of Authorized Representative

Signature of Authorized Representative

6/20/24
Date

EXHIBIT E

MCWI MODIFICATION SUBMISSION

90552513.v1

Request to Modify MCWI Application or Sub-Award Agreement

This form should be used when the Subrecipient determines that a modification to their MCWI Grant Application or executed Sub-Award Agreement is needed. The common reasons that modifications are requested are: (1) Project Name; (2) Scope of Work; (3) Project Schedule; (4) Project Budget; and/or (5) Plans and Specifications.

GENERAL INFORMATION:

Applicant/Subrecipient Name: City of Hattiesburg

Application ID/Sub-Award ID: 566-2-SW-5.6

Date of Request: 10/15/2024

Responsible Official[1]: Mayor Toby Barker

MODIFICATION TYPES:

(1) PROJECT NAME

Modification Needed? Yes ☐ No ☑

If yes, provide a short project name that captures the nature of the proposed project:

(2) SCOPE OF WORK

Modification Needed? Yes ☐ No ☑

If yes, what is the primary purpose of the prosed Project (choose one):

Drinking Water ☐ Addition to Scope ☐

Stormwater ☐ Reduction of Scope ☐

Wastewater ☐

If a modified Scope of Work is needed, please provide a detailed Scope of Work for the proposed project. This should include a brief explanation as to why the proposed project is a "Necessary Investment". Attach additional pages if necessary.

[1] For counties, this should be the President of the Board of Supervisors. For municipalities, this should be the Mayor. For utility authorities, this should be a corporate officer.

(3) PROJECT SCHEDULE

Modification Needed? Yes ☑ No ☐

If yes, provide the actual start date (if task has begun) or anticipated start date (if task has not yet started) for the following:

Actual/Anticipated Start Date: 05/01/2024

Complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals: 05/01/2024

Advertise for Bids: 05/16/2024

Receive Bids: 06/20/2024

Execute Bids: 08/20/2024

(Per Article 10 of Grant Agreement: All reasonable measures shall be taken to obligate funds by 8/30/2024)

Construction Start: 04/01/2025

Closeout/Final Documentation: 02/19/2026

(Per Attachment A of Sub-Award Agreement: Closeout/Final Documentation shall be no later than 9/30/2026, unless an extension of this date is specifically authorized by MDEQ)

(4) PROJECT BUDGET

Modification Needed? Yes ☑ No ☐

MCWI Grant Funds can be reallocated to another active grant agreement held by the Subrecipient.
NOTE: The total MCWI Grant Funds allocated to the Subrecipient cannot increase.

Please provide the Current Approved Budget and provide the Proposed Revised Budget below.

Current Approved Budget	
MCWI	$ 1,310,625.00
LFRF	$ 1,310,625.00
Transfer LFRF	$ 0.00
Other Funds	$ 327,626.00
Total	$ 2,948,876.00

Proposed Revised Budget	
MCWI	$ 1,710,625.00
LFRF	$ 1,710,625.00
Transfer LFRF	$ 0.00
Other Funds	$ 859,275.50
Total	$ 4,280,525.50

If Proposed Revised Budget MCWI Funds are decreasing, please provide the Grant Agreement Number the funds are being reallocated, or indicate the if the funds are being returned to the MCWI Program.
If Proposed Revised Budget MCWI Funds are increasing, please provide the Grant Agreement Number the funds are being reallocated.

	Amount(s):
569-2-SW-5.6	$ 140,139.28
565-2-SW-5.6	$ 259,860.72

(5) PLANS AND SPECIFICATIONS

Modification Needed? Yes ☐ No ☑

If yes, provide a copy of the plans and specifications for the proposed project. If applicable, provide a copy of the revised proposed project map.

RESOLUTION AND CERTIFICATION

I certify that the information provided in this document is true and correct and that I, as the Responsible Official, am authorized to request this modification. I also acknowledge that approval of this request is at the discretion of the MDEQ Executive Director and if approved this request shall be considered as a modification to the Applicant's MCWI Application. I further acknowledge that this request does not modify any executed Sub-Award Agreement and that my Sub-Award Agreement is not modified until it has been executed by both me and the MDEQ Executive Director.

RESPONSIBLE OFFICIAL[2]: _____

TITLE: Mayor

DATE: 10/15/2024

Please email this Modification Request Form to mcwisubrecipient@horne.com.

[2] For counties, this should be the President of the Board of Supervisors. For municipalities, this should be the Mayor. For utility authorities, this should be a corporate officer.

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Marybeth Bergin, Director of Transportation and Engineering**

cc:

Date: **Tuesday, November 19, 2024**

Re: **Adopt an Amended Resolution determining waiver valuation and just compensation for certain real property with low fair market value to be acquired in connection with the 3rd St COMSWP Project, and authorize issuance of manual check for the same.**
File Number: 2024-717
Minute Book #

Summary
Adopt an Amended Resolution determining waiver valuation and just compensation for certain real property with low fair market value to be acquired in connection with the 3rd St COMSWP Project, and authorize issuance of manual check for the same.

Recommendation Statement
I recommend approval of this item.

Please place this on the November 19, 2024 City Council meeting for consideration.

AMENDED RESOLUTION DETERMINING WAIVER VALUATION AND JUST COMPENSATION FOR REAL PROPERTY WITH LOW FAIR MARKET VALUE TO BE ACQUIRED IN CONNECTION WITH THE 3RD STREET COMSWP PROJECT

WHEREAS, previous action of the Council of the City of Hattiesburg as recorded in its minutes has authorized the City to undertake the 3rd Street COMSWP Project;

WHEREAS, pursuant to the provisions of Mississippi Code Section 43-37-3(b), the Council is authorized to determine a waiver valuation for any real property with low fair market value required for the Project;

WHEREAS, the Council had heretofore adopted a Resolution determining waiver valuation and just compensation for the real property required for the Project based on the Forrest County Tax Assessor's most recent assessment of same;

WHEREAS, an intervening professional appraisal of the involved tax parcels indicates the real property's market value to be not more than $2.64 per square foot;

WHEREAS, the Council finds and determines that the recent professional appraisal forms a superior basis for calculating a waiver valuation for the real property comprising the required right of way for the Project; and,

WHEREAS, this Council finds and determines a waiver valuation of the 900 square feet of real property required for the above referenced Project to be $2,376, establishes said amount as just compensation for same, and amends its related Resolution of April 16, 2024, accordingly.

BE IT, THEREFORE, RESOLVED BY THE COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, as follows:

a. that the waiver valuation for that certain real property with low fair market value required for the 3rd Street COMSWP Project is hereby determined to be $2,376 for the reasons set forth above and incorporated herein by reference;

b. that said amount is hereby established as just compensation for said real property;

c. that the City Attorney or his designee is hereby authorized to offer said amount in just compensation for fee simple title to said property to the lawful owner of same;

d. that the City Attorney or his designee is hereby authorized to offer an additional administrative settlement in the amount of $1,160.00 for fee simple title to said property, which amount represents the actual cost to the City of initiating eminent domain proceedings to acquire same.

e. that the issuance of a manual check in payment is authorized upon acceptance of the offer and the closing of the transaction.

The above and foregoing amended 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 18th 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 18th 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 19, 2024**

Re: **Adopt a Resolution authorizing the de-obligation of a portion of ARPA funds previously allocated for certain MCWI projects.**
File Number: 2024-676
Minute Book #

Summary
Adopt a Resolution authorizing the de-obligation of a portion of funds received from the U.S. Department of Treasury under the American Rescue Plan Act ("ARPA")'s State and Local Fiscal Recovery Fund, previously allocated for certain Mississippi Municipality & County Water Infrastructure Grant Program ("MCWI") projects.

Recommendation Statement
I recommend approval of this item.

Please place this on the November 19, 2024 City Council meeting for consideration.

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI ("CITY") AUTHORIZING THE DE-OBLIGATING OF A PORTION OF FUNDS RECEIVED FROM THE U.S. DEPARTMENT OF TREASURY ("TREASURY") UNDER THE AMERICAN RESCUE PLAN ACT'S STATE AND LOCAL FISCAL RECOVERY FUND, PREVIOUSLY ALLOCATED FOR CERTAIN MCWI PROJECTS

WHEREAS, the American Rescue Plan Act, through the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund (together, "ARPA"), allotted approximately $350 billion to assist state, local, tribal and territory governments in responding to COVID-19, and the City of Hattiesburg, Mississippi ("City") has received a total of $12,875,821 from ARPA ("Funds"); and

WHEREAS, the United States Department of Treasury has established a final rule implementing ARPA as effective April 1, 2022, FAQ's and related guidance, as amended from time to time ("Guidance"), setting forth specific requirements for utilizing the funds, including the eligible uses thereof, received under ARPA; and

WHEREAS, on August 22, 2023, the Mayor and City Council ("Governing Body") of the City adopted Resolution #2023-104, Resolution #2023-110, and Resolution # 2023-107 authorizing the Subgrant Agreements ("Agreement") by and between the City and the Mississippi Department of Environmental Quality ("MDEQ") for grant funds under the Mississippi Municipality and County Water Infrastructure Grant Program ("MCWI") for the Irene Chapel Drainage Improvement Project, the S. 40th Avenue Drainage Improvement Project, and the Gordon's Creek Drainage Improvements Project (together, the "Project") and authorized procurement of the Projects;

WHEREAS, the no Funds have been spent on the Projects and due to rising construction prices and in efforts to leverage and maximize other approved MCWI projects utilizing the City's Funds, the City is desirous of de-obligating the Funds for the Projects.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City as follows:

1. That the City de-obligates the Funds previously obligated for the Projects.

2. That the City Administration via the authorized personnel under the City's ARPA Uniform Guidance Policy, is hereby authorized to amend and/or submit its reports to the United States Department of the Treasury pursuant to the ARPA guidelines, rules, and regulations to reflect that the City has de-obligated those Funds previously obligated for the Projects, as provided herein.

Following the reading of the foregoing Resolution, Councilperson _____ made the motion and Councilperson _____ seconded the motion, and the question being put to a roll call vote, the result was taken as follows:

Councilperson Jeffrey George	voted: ___
Councilperson Deborah Delgado	voted: __
Councilperson Carter Carroll	voted: ___
Councilperson Dave Ware	voted: ___
Councilperson Nicholas Brown	voted: ___

The motion having received the affirmative vote of a majority of the members present, the President of the Governing Body, acting for and on behalf of the City, declared the motion carried and the resolution adopted, on this the ____ day of _____ 2024.

(SEAL)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the __ day of _____, 2024.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Wiley Quinn, Urban Development Director**

cc: **Charles Copeland, Division Manager**

Date: **Tuesday, November 19, 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: 2024-659
Minute Book #

Summary
Adopt Resolutions of Adjudication 11 19 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 19, 2024 City Council meeting for consideration.

MAYOR
Toby Barker

COUNCIL - WARD ONE	COUNCIL - WARD TWO	COUNCIL - WARD THREE	COUNCIL - WARD FOUR	COUNCIL - WARD FIVE
Jeffrey George	***Deborah Denard Delgado***	***Carter Carroll***	***Dave Ware***	***Nicholas Brown***

TO: Mayor and City Council

FR: Wiley Quinn, Urban Development Director

DATE: November 19, 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
Jeffery L. Youngblood	716 Greely Street	$324.80	2	22081
Gates Farms ATTN: Norma Gates	0 East 7th Street	$2518.54	2	25849
Willis Jr & Lelia Carter	509 Buschman Street	$9872.22	2	15820
Terry L Jackson Jr	(3505) Pinnacle Drive	$4567.92	1	26325

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 19th 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, 716 Greely Street

INDEXING INSTRUCTIONS: SECTION: 14, TOWNSHIP: 04N, RANGE: 13W, LOT: 19 & 20, BLOCK: 5, MCINNIS, MITCHELL, & LONGRE ADDITION, HATTIESBURG, MS, PARCEL: 2-037D-14-144.00, PPIN: 22081

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by Terry's Backhoe & Tire 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
Jeffery L. Youngblood	716 Greely Street	2-037D-14-144.00	$324.80
		Total:	$324.80

716 Greely Street, Hattiesburg, MS 39401; Parcel: 2-037D-14-144.00; PPIN: 22081, also described as Section: 14, Township: 04N, Range: 13W, Lot: 19 & 20, Block: 5, McInnis, Mitchell, & Longre Addition as per map or plat there of on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements and appurtenances there unto 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 19th 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 19th 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 19th 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, 0 East 7th Street

INDEXING INSTRUCTIONS: The property described in this instrument is on the Pt NW ¼ of SW ¼ Sec 3 T4N R13W, Forrest County, Mississippi.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Gates Farms ATTN: Norma Gates	0 East 7th Street	2-029G-03-322.00	$2518.54
		Total:	$2518.54

0 East 7th Street, Hattiesburg, MS 39401, PPIN: 25849, Parcel: 2-029G-03-322.00, and better described as: All that pt. NW ¼ SW ¼ lying E. of G&S I RR E & S of Meridian Fert Fact W to Gravel line of NO & NERR & N or 7th St. & VC 7th St. S of Sd land & S of Hattiesburg Gin, STR 3-4N-13W Previous # 1H1004-00-002.

Section 2. That public interest and necessity requiring same, this resolution shall become Effective immediately from and after passage.

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The 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 19th 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 19th 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 19th 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, 509 Buschman Street

INDEXING INSTRUCTIONS: The property described in this instrument is on a part of Lot 1 in Block 52 of the Hardy & Scott Survey in the City of Hattiesburg, Forrest County, Mississippi.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Willis Jr & Lelia Carter	509 Buschman Street	2-029I-10-185.00	$9872.22
			Total: $9872.22

509 Buschman Street, Hattiesburg, MS 39401, PPIN: 15820, Parcel: 2-029I-10-185.00, and better described as: A part of Lot 1 in Block 52 and according to the Hardy & Scott Survey in the City of Hattiesburg, and more particularly described as commencing at the most Northerly corner of said Lot 1, sometimes referred to as the Northeast corner of said Lot 1, and run thence Southwesterly along the Eastern line of Buschman Street 98 feet to the point of beginning of the parcel herein described and conveyed, thence at right angles Southeastwardly 200 feet to the Eastern line of said Lot 1, thence Southwestwardly along the Eastern line of said Lot 1, 60 feet, thence at right angles North westwardly 200 feet to Buschman Street and thence Northeastwardly along the Eastern line of Buschman Street 60 feet to said point of beginning, the said parcel of land having a frontage on Buschman Street of 60 feet and extending back between parallel line 200 feet or the entire depth of

said Lot, together with all improvements lying 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 19th 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 19th 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 19th 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, (3505) Pinnacle Drive

INDEXING INSTRUCTIONS: The property described in this instrument is on the SE ¼ of the NW ¼ of Sec 6, T4N, R13W, Forrest County, Mississippi.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Terry L Jackson Jr	(3505) Pinnacle Drive	2-028D-06-075.00	$4567.92
			Total: $4567.92

(3505) Pinnacle Drive, Hattiesburg, MS 39401, PPIN: 26325, Parcel: 2-028D-06-075.00, and better described as: Commence at the Northeast Corner of the Southeast ¼ of the Northwest ¼ of Section 6, Township 4 North, Range 13 West, Forrest County, Mississippi; thence run West 452 feet to a point; thence run South 430 feet to a point on the South right of way line of Rosewood Drive; then run Westerly along the South right of way line of Rosewood Drive for 578.9 feet to a point; thence run South 240 feet to a point; thence run East 160 feet to the Point of Beginning; from said Point of Beginning, thence run Southeast 20.3 feet to a point; thence run Southeast 139.7 feet to a point; thence run South 240.4 feet to a point on the North right of way line of Pinnacle Drive; thence run Northwest along the North right of way line of Pinnacle Drive for 160 feet to a point; thence run North 13.1 feet back to the Point of Beginning; said parcel being a part of the SE ¼ of the NW ¼ of Section 6, Township 4 North, Range 13 West, 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 19th 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 19th day of November, 2024.

ATTEST: **APPROVED:**

_____ _____
CITY CLERK **MAYOR**

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Betsy Mercier, Director of Parks and Recreation**

cc:

Date: **Tuesday, November 19, 2024**

Re: **Adopt a Resolution declaring certain vehicles as surplus (per the attached list), authorize the sale of the said vehicles, and remove the vehicles from the inventory of the Parks and Recreation Department.**
File Number: 2024-641
Minute Book #

Summary
Adopt a Resolution declaring certain vehicles as surplus (per the attached list), authorize the sale of the said vehicles, and remove the vehicles from the inventory of the Parks and Recreation Department.

Recommendation Statement
I recommend this item to be considered at the City Council Meeting.

Please place this on the November 19, 2024 City Council meeting for consideration.

Mayor
Toby Barker

Council Ward One	Council Ward Two	Council Ward Three	Council Ward Four	Council Ward Five
Jeffrey George	*Deborah Denard Delgado*	*Carter Carroll*	*Dave Ware*	*Nicholas Brown*

MEMORANDUM

TO: Mayor and Council

FROM: Betsy Mercier, Parks and Recreation Department

DATE: 10/28/2024

RE: Request to Auction

Please use this memo as the Department of Parks of Recreation's request to declare vehicles and equipment listed below as surplus. Following approval is our intent to remove from inventory and sell at auction.

Grounds Maintenance			
Unit #	**VIN # or Serial #**	**Description**	**Reason for Auction**
9603	1FTEF7L5VNC54663	97 Ford F15 Truck	Repairs beyond value; blown motor
21328	1GC1CVCG8CF234633	2012 Chevrolet Silverado 2500	Repairs beyond value; blown motor
18595	5464634	Double Drum Roller	Repairs beyond value; inoperable, blown motor
Urban Forestry			
Unit #	**VIN # or Serial #**	**Description**	**Reason for Auction**
21141	1HTMMAAN18H557649	2008 International Dump Truck 4300	Motor replacement and Mechanical issues make repairs beyond value.

Adopt a Resolution declaring certain vehicles as surplus (per the attached list), authorize the sale of the said vehicles, and remove the vehicles from the inventory of the Parks and Recreation Department.

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines that certain vehicles (per attached list), to be surplus and are not to be used in the future operation of the city; and

WHEREAS, the City of Hattiesburg finds and determines that the disposal of said vehicles, in the manner otherwise provided by law, is not necessary or desirable for the financial welfare of the City; and

WHEREAS, the governing authorizes of the City of Hattiesburg are authorized and empowered in their discretion to dispose said assets in accordance with appropriate Ms Code statutes; and

WHEREAS, the governing authorities of the City of Hattiesburg desire to dispose said assets (per attached list) at auction; and

NOW, THEREFORE, BE IT RESOLVED that the Hattiesburg City Council does hereby declare to be surplus and authorizes the disposal of said vehicles (per attached list).

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 the 19th day of November, A.D., 2024.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the mayor, the 19th day of November A.D., 2024.

ATTEST: ADOPTED:

_____ _____

CITY CLERK MAYOR

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Kermas Eaton, City Clerk**

cc:

Date: **Tuesday, November 19, 2024**

Re: **Adopt a Resolution declaring certain vehicles (per attached list) as surplus and authorizing the sale of said vehicles at auction and removal of said vehicles from the city's inventory of the Mass Transit Division.**
File Number: 2024-692
Minute Book #

Summary
Adopt a Resolution declaring certain vehicles (per attached list) as surplus and authorizing the sale of said vehicles at auction and removal of said vehicles from the city's inventory of the Mass Transit Division.

Recommendation Statement
I recommend approval of this item.

Please place this on the November 19, 2024 City Council meeting for consideration.

MAYOR
Toby Barker

COUNCIL - WARD ONE	COUNCIL - WARD TWO	COUNCIL - WARD THREE	COUNCIL - WARD FOUR	COUNCIL - WARD FIVE
Jeffrey George	*Deborah Denard Delgado*	*Carter Carroll*	*Dave Ware*	*Nicholas Brown*

November 12, 2024

To: **Mayor Toby Barker**

From: **Calvin Russell, Jr., Division Manager of Hub City Transit**

RE: **Surplus Buses**

FTA's Useful Life Vehicle Policy states that any vehicle that exceeds 7yrs. (light duty) or 10 yrs. (heavy duty) can be auctioned off. Therefore, in effort to comply with the policy, Hub City Transit request authorization to auction off seven buses that fall into this category. They are the following:

Unit #	ENDING MILEAGE	SERIAL	NUMBER	YEAR	MODEL
18571	162,951	4DRASSKM9	DJ650354	2013	International
16234	326,460	15GGE2716	71091394	2007	GILLIG
16760	370,362	1GDE4V194	8F402290	2008	C 450 GMC
16761	268,153	1GDE4V195	8F402542	2008	C 450 GMC
19535	224,406	1FDGF5GT5	EEA23788	2014	FORD
19552	192,171	1FDGF5GTX	EEA23785	2014	FORD 20 Pass.
20586	142,011	1FDGF5GTX	GED42347	2016	FORD

Sincerely,

Calvin Russell Jr.

Calvin Russell, Jr.

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines that certain vehicles (per attached list), to be surplus and are not to be used in the future operation of the city; and

WHEREAS, the City of Hattiesburg finds and determines that the disposal of said vehicles, in the manner otherwise provided by law, is not necessary or desirable for the financial welfare of the City; and

WHEREAS, the governing authorizes of the City of Hattiesburg are authorized and empowered in their discretion to dispose said assets in accordance with appropriate Ms Code statutes; and

WHEREAS, the governing authorities of the City of Hattiesburg desire to dispose said assets (per attached list) at auction; and

NOW, THEREFORE, BE IT RESOLVED that the Hattiesburg City Council does hereby declare to be surplus and authorizes the disposal of said vehicles (per attached list).

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 the 19th day of November, A.D., 2024.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the mayor, the 19th day of November A.D., 2024.

ATTEST: ADOPTED:

_____ _____

CITY CLERK MAYOR

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Marybeth Bergin, Director of Transportation and Engineering**

cc:

Date: **Tuesday, November 19, 2024**

Re: **Approve Joint-Funding Agreement for the period of October 1, 2023 to September 30, 2024 to continue the cooperative program between the U.S. Geological Survey (USGS) and the City of Hattiesburg for the operation and maintenance of the Bouie River Flood Monitoring Site at Glendale Avenue, and for hydrologic modeling and development of inundation maps for the Leaf River, with total cost to the City of $8,190.00 and authorize the Mayor to execute in duplicate.**
File Number: 2024-660
Minute Book #

Summary
Approve Joint-Funding Agreement for the period of October 1, 2022 to September 30, 2023 to continue the cooperative program between the U.S. Geological Survey (USGS) and the City of Hattiesburg for the o9peration and maintenance of the Bouie River Flood Monitoring Site at Glendale Avenue, and for hydrologic modeling and development of inundation maps for the Leaf River, with total cost to the City of $7,210.00 and authorize the Mayor to execute in duplicate.

Recommendation Statement

Please place this on the November 19, 2024 City Council meeting for consideration.

United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Lower Mississippi-Gulf Water Science Center
640 Grassmere Park, Suite 100
Nashville, TN 37211

October 9, 2024

Marybeth Bergin, P.E.
Director of Transportation and Engineering
City of Hattiesburg
P.O.Box 1898
Hattiesburg, MS 39403-1898

Dear Ms. Bergin:

Enclosed is our standard joint-funding agreement between the U.S. Geological Survey Lower Mississippi-Gulf Water Science Center and the City of Hattiesburg for the operation of a flood monitoring site on the Bouie River, during the period October 1, 2024 through September 30, 2025 in the amount of $8,190 from your agency. U.S. Geological Survey contributions for this agreement are $4,750 for a combined total of $12,940.

Federal law requires that we have a signed agreement before we start or continue work. Please sign and return one fully-executed original to Desvin D Jones, Lead Budget Analyst at the 3535 S. Sherwood Forest Blvd. Suite 120, Baton Rouge, LA 70816 or email gs-w-lmg_agreements@usgs.gov **as soon as possible**. If, for any reason, the agreement cannot be signed and returned, please contact Darrell Lambeth at (205) 348-0950 or email dlambeth@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed **annually** via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Desvin Jones at phone number (225) 298-5481 or email: gs-w-lmg_budget_finance_team@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Rodney R. Knight
Director, LMG Water Science Center

Enclosure
25MLJFAMSDA088

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001885
Agreement #: 25MLJFAMSDA088
Project #: ML009Z5
TIN #: 64-6000432

Fixed Cost Agreement YES[X] NO[ ]

THIS AGREEMENT is entered into as of October 1, 2024, by the U.S. GEOLOGICAL SURVEY, Lower Mississippi-Gulf Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Hattiesburg, MS party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for the operation of a flood monitoring site on the Bouie River, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00

(a) $4,750 by the party of the first part during the period October 1, 2024 to September 30, 2025

(b) $8,190 by the party of the second part during the period October 1, 2024 to September 30, 2025

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $0

Description of the USGS regional/national program:

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001885
Agreement #: 25MLJFAMSDA088
Project #: ML009Z5
TIN #: 64-6000432

9. Billing for this agreement will be rendered **annually**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name:	Darrell Lambeth Supervisory Hydrologist
Address:	205 Hackberry Lane Tuscaloosa, AL 35487
Telephone:	(205) 348-0950
Fax:	(n/a)
Email:	dlambeth@usgs.gov

Customer Technical Point of Contact

Name:	Marybeth Bergin, P.E. Director of Transportation and Engineering
Address:	P.O. Box 1898 Hattiesburg, MS 39403-1898
Telephone:	(601) 545-4540
Fax:	(n/a)
Email:	mbergin@hattiesburgms.com

USGS Billing Point of Contact

Name:	Desvin Jones Lead Budget Analyst
Address:	3535 South Sherwood Forest Blvd. Suite 120 Baton Rouge, LA 70816
Telephone:	(225) 298-5481
Fax:	(225) 298-5490
Email:	gs-w-lmg_budget_finance_team@usgs.gov

Customer Billing Point of Contact

Name:	Sharon Hensarling Accountant, Engineering Department
Address:	P.O. Box 1898 Hattiesburg, MS 39403-1898
Telephone:	(601) 545-4541
Fax:	(n/a)
Email:	shensarling@hattiesburgms.com

U.S. Geological Survey
United States
Department of Interior

Signature

By Rodney R. Knight **Date: October 9, 2024**
Name: Rodney R. Knight
Title: Director, LMG Water Science Center

City of Hattiesburg, MS

Signatures

By_____ **Date:** _____
Name:
Title:

By_____ **Date:** _____
Name:
Title:

By_____ **Date:** _____
Name:
Title:

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Marybeth Bergin, Director of Transportation and Engineering**

cc:

Date: **Tuesday, November 19, 2024**

Re: **Approve Change Order No. 1 with Nicholson Professional Consulting, Inc. for the Midtown Green Park Project for a contract increase of $13,698.89 and authorize the Mayor to execute in duplicate.**
File Number: 2024-670
Minute Book #

Summary
Approve Change Order No. 1 with Nicholson Professional Consulting, Inc. for the Midtown Green Park Project for a contract increase of $13,698.89 and authorize the Mayor to execute in duplicate.

Recommendation Statement
I recommend approval of this item.

Please place this on the November 19, 2024 City Council meeting for consideration.

Nicholson
Nicholson Professional Consulting, Inc.

P.O. Box 705,
Bremen, GA 30110

Change Order

Project: Midtown Green

Project Number: 23-007
Change Order No.: 1
Date: 10/31/2024

To Owner: Sid Gonsulin
City of Hattiesburg
200 Forrest Avenue
Hattiesburg, MS 39042

The Contract is changed as follows:

Item No.	Item Name	Description				Amount
1	Driveway Side Entrance	Labor	$	8,078.40		
		Concrete material	$	8,190.00		
		Forming Material	$	594.00		
		Rebar	$	647.40		
		Pump Truck	$	496.58	$	18,006.38
	Original Sidewalk Entrance	Credit	$	(7,926.38)	$	(7,926.38)
1.1	Concrete Behind Band Shell	Labor	$	1,101.60		
		Concrete Material	$	1,121.25		
		Forming Material	$	81.00	$	2,303.85
1.2	Rear of Walking Path	Labor	$	750.72		
		Concrete Material	$	509.12		
		Forming Material	$	55.20	$	1,315.04
			Total		**$**	**13,698.89**

Original Contract Amount	$	1,202,720.00
Net change by previously authorized Change Orders	$	-
The Contract Amount prior to this Change Order was	$	1,202,720.00
The Contract will be MODIFIED by this Change Order in the amount of	**$**	**13,698.89**
The new Contract Amount including this Change Order will be	**$**	**1,216,418.89**
The Contract Time will be increased/decreased by.		0 days
The date of Substantial Completion as for the date of this Change Order therefore is:		1/31/2025

Not Valid Until Signed by the Construction Manager

Construction Manager
Nicholson Professional Consulting, Inc.
P.O. Box 705
Bremen, GA 30110

(Signature)

Nelson McGough
By

10/31/2024
Date

Owner
City of Hattiesburg
200 Forrest Avenue
Hattiesburg, MS 39042

(Signature)

By

Date

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Marybeth Bergin, Director of Transportation and Engineering**

cc:

Date: **Tuesday, November 19, 2024**

Re: **Approve Contract Change Order No. 1 with Nicholson Professional Consulting, Inc. for the 16th Ave and Concart Street Improvements Project for a contract increase of $7,963.15; Authorize the Mayor to execute the Change Order in duplicate.**
File Number: 2024-677
Minute Book #

Summary
Approve Contract Change Order No. 1 with Nicholson Professional Consulting, Inc. for the 16th Ave and Concart Street Improvements Project for a contract increase of $7,963.15; Authorize the Mayor to execute the Change Order in duplicate. The additional work was necessary to repair a damaged storm drain that was discovered during the construction of the traffic circle at 11th Avenue and Concart Street. The change order also includes an additional 14 days of increased time for a substantial completion of 12/16/2024.

Recommendation Statement
I recommend approval of this item.

Please place this on the November 19, 2024 City Council meeting for consideration.

Nicholson
Nicholson Professional Consulting, Inc.

P.O. Box 705,
Bremen, GA 30110

Contract Change Order

Project: **16th Ave & Concart Street Improvements**

Project Number: 23-012
Change Order No.: 1
Date: 11/8/2024

Owner: **City of Hattiesburg**
200 Forrest Avenue
Hattiesburg, MS 39401

Title: **CE #001 - Storm Drain Repair**
Description: This change order represents the cost to repair the depleted storm drain discovered during the construction of the proposed traffic circle located at the intersection of 11th Avenue and Concart Street.

The Contract is changed as follows:

Item No.	Item Description	Qty	Unit	Unit Cost	Subtotal
1	202-B: Removal of Asphalt Pavement, All Depths	8.88	SY	$ 6.17	$ 54.79
2	202-B: Removal of Pipe, 8" and Above	16	LF	$ 30.00	$ 480.00
3	203-EX: Borrow Excavation, AH, FME, Class B9	22	CY	$ 30.00	$ 660.00
4	203-G: Excess Excavation, FM, AH	15	CY	$ 20.00	$ 300.00
5	304-G: Size 610 Crushed Stone Base, AEA	1	CY	$ 166.00	$ 166.00
6	403-A: 9.5-mm, ST, Asphalt Pavement	0.73	Ton	$ 660.00	$ 481.80
7	403-A: 19-mm, ST, Asphalt Pavement	1.47	Ton	$ 660.00	$ 970.20
8	601-B: Class "B" Structural Concrete, Minor Structures	0.66	CY	$ 2,100.00	$ 1,386.00
9	603-CA: 18" Reinforced Concrete Pipe	16	LF	$ 146.90	$ 2,350.40
10	603-PVC: 8" SDR 26 PVC Sewer Pipe	6	LF	$ 185.66	$ 1,113.96
				Total:	**$ 7,963.15**

The Original Contract Amount was	$	600,290.10
Net change by previously authorized Change Orders	$	-
The Contract Amount prior to this Change Order was	$	600,290.10
The Contract will be MODIFIED by this Change Order in the amount of	**$**	**7,963.15**
The new Contract Amount including this Change Order will be	**$**	**608,253.25**
The Contract Time will be increased/decreased by.		**14 days**
The date of Substantial Completion as for the date of this Change Order therefore is:		**12/16/2024**

Not Valid Until Signed by the Construction Manager

Construction Manager	**Engineer**	**Owner**
Nicholson Professional Consulting	Neel-Schaffer	City of Hattiesburg
Nelson McGough		
(Signature)	*(Signature)*	*(Signature)*
Nelson McGough	Korey Hardin, P.E.	
By	By	By
11/8/2024	11/8/2024	
Date	Date	Date

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 19, 2024**

Re: **Approve Lighting Agreement with Mississippi Power Company for additional lighting on Alpha Ave for a monthly increase of $8.65, and authorize Mayor to execute the same.**
File Number: 2024-647
Minute Book #

Summary
Approve Lighting Agreement with Mississippi Power Company for additional lighting on Alpha Ave for a monthly increase of $8.65, and authorize Mayor to execute the same.

Recommendation Statement
I recommend approval of this agreement.

Please place this on the November 19, 2024 City Council meeting for consideration.

DATE: 10/31/24

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

DEVELOPER NAME _____ ACCOUNT # 598418200

DEVELOPER SIGNATURE _____ DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plat for development.

TO: MISSISSIPPI POWER COMPANY, ATTN. :(MPC LIGHTING SERVICES) P.O. Box 4079,

Gulfport, MS 39502, FAX # 228-865-5843 or Email: (G2MPCLSVC@southernco.com)

DATE MAIL/FAX/ EMAIL RECEIVED _____

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL-27) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

PLEASE TAKE NOTICE:By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL-22. Developer understands and agrees that OL-22 provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)		LOCATION AND COMMENTS
LED FIXTURES			
50 WATT LED	I	1	$8.65/month Alpha Ave
90 WATT LED			
110 WATT LED			
190 WATT LED			
OTHER FIXTURES			

NOTE: FOR NON-ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

PLEASE FAX OR EMAIL THIS FULLY COMPLETED FORM TO MPC'S LIGHTING SERVICES DEPT. AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Marybeth Bergin, Director of Transportation and Engineering**

cc:

Date: **Tuesday, November 19, 2024**

Re: **Approve Lighting Agreement with Southern Pine Electric for additional lighting in Ward 1 for a monthly increase of $17.65, and authorize Mayor to execute the same.**
File Number: 2024-667
Minute Book #

Summary
Approve Lighting Agreement with Southern Pine Electric for additional lighting in Ward 1 for a monthly increase of $17.65, and authorize Mayor to execute the same.

Recommendation Statement
I recommend approval of this item.

Please place this on the November 19, 2024 City Council meeting for consideration.

From:	Rodney Ellzey
To:	Bergin, Marybeth
Cc:	Mark Phipps; Andrew Huff; William H. Hughes
Subject:	FW: Lake Estates Invoice
Date:	Tuesday, October 29, 2024 8:50:17 AM
Attachments:	SignatureLOGO_33651b44-9f24-4d20-9a17-3865dd5f01b4.png SignatureLOGO_33651b44-9f24-4d20-9a17-3865dd5f01b4.png City of Hattiesburg - Lake Estates and 17th Place Lights - Invoice.pdf

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Good morning,

Hope you are having a good day. The warehouse told me yesterday that they ordered the lights and they should be here in 16 weeks.. I will let you know if I hear anything else. The monthly cost for the lights is $17.65. I will attach the invoice. Let me know if you need anything else.

Thanks

Rodney Ellzey
Staking Technician 2
Southern Pine Electric
PO Box | Taylorsville, MS 39168
800-231-5240

Confidentiality Notice: The information contained in this communication is privileged and confidential to the intended recipient and is intended only for the use of the individual to whom it is addressed. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system.

From: Andrew Huff <AHuff@southernpine.coop>
Sent: Tuesday, October 22, 2024 3:02 PM
To: Rodney Ellzey <REllzey@southernpine.coop>; Mark Phipps <MPhipps@southernpine.coop>
Subject: Lake Estates Invoice

See attached.

Andrew Huff
Manager of Engineering Services
Southern Pine Electric
PO Box | Taylorsville, MS 39168
601-452-8117



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Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Marybeth Bergin, Director of Transportation and Engineering**

cc:

Date: **Tuesday, November 19, 2024**

Re: **Approve and authorize the transfer of additional funds to complete Economic Development Highway Project No. DECD-0018(35)BO in the amount of $300,000.00.**
File Number: 2024-666
Minute Book #

Summary
Authorize the Transfer of Additional Funds To Complete Economic Development Highway Project No. DECD-0018(35)BO in the amount of $300,000.00.

Recommendation Statement
I recommend approval of this item.

Please place this on the November 19, 2024 City Council meeting for consideration.

ORDER OF THE CITY COUNCIL OF HATTIESBURG, MISSISSIPPI
AUTHORIZING THE TRANSFER OF ADDITIONAL FUNDS
TO COMPLETE ECONOMIC DEVELOPMENT HIGHWAY (EDH) PROJECT NO. DECD-0018(35)BO

WHEREAS, the project fund originaly established for the above project by the City of Hattiesburg, Mississippi has been determined to be insufficient to cover the cost of the work due to the discovery of unsuitable soils and deficient sewer & utility trenches on a portion of the project along Arlington, Adeline Street, and the ER Blvd sections and required lime stabilization to the subgrade soils on Camp Street east of Highway 49 and geogrid stabilization along Arlington, Adeline Street, and the ER Blvd, and the discovery of subsurface water at the intersection of Arlington and Highway 49 requiring the use of additional overexcavation, select fill material, excess excavation hauloff and additional crushed stone to bring the deficient areas to grade and to provide stabilization;

NOW, THEREFORE, it is ordered by the City Council of Hattiesburg, Mississippi, that the State Aid Engineer is hereby authorized to add the sum of an additional $300,000 from Local Funds provided by the City to the Project Fund since the earmarked MDA and local funds established for the above project are insufficient to cover the expected additional construction, materials testing, and engineering costs.

IT IS FURTHER ORDERED that the Clerk of this City Council send the State Aid Engineer a certified copy of this order.

_____ Ward 1 - Jeffrey George

_____ Ward 2 - Deborah Delgado

_____ Ward 3 - Carter Carroll

_____ Ward 4 - Dave Ware

_____ Ward 5 - Nicholas Brown



Project Engineer - Donald E. Walker, P.E.

This is to certify that the foregoing is a true and correct copy of an order passed by the City Council of Hattiesburg, Mississippi, entered into the minutes of the said City Council; Minute Book No. ___, Page No. ____, same having been adopted at a meeting of said City Council on the _____ day of _____, 2024.

_____
Clerk of City Council

Hattiesburg, Mississippi

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Kermas Eaton, City Clerk**

cc: **Betsy Mercier, Director of Parks and Recreation**

Date: **Tuesday, November 19, 2024**

Re: **Approve and accept the award of the grant funds from the National Endowment for Arts (NEA) in the amount of $25,000 to support the commission of a mural inside Hattiesburg Public Safety Complex and authorize the Mayor to execute award documents**
File Number: 2024-685
Minute Book #

Summary
Approve and accept the award of the grant funds from the National Endowment for Arts (NEA) in the amount of $25,000 to support the commission of a mural inside Hattiesburg Public Safety Complex and authorize the Mayor to execute award documents

Recommendation Statement
I recommend approval of this item.

Please place this on the November 19, 2024 City Council meeting for consideration.

November 7, 2024

Dear Emily Gallaspy:

Congratulations! The following application to the National Endowment for the Arts (NEA) is recommended for Grants for Arts Projects funding:

Applicant: City of Hattiesburg, Mississippi
Application: 1934448-62
Period of Performance: January 1, 2025 to April 30, 2025
Recommended Amount: $25,000.00
Purpose: To support the commission of a mural at the Hattiesburg Public Safety Complex.

IMPORTANT: This tentative funding recommendation is not the official award notice, which is contingent upon final NEA review.

Read this entire document carefully, as it includes important legal requirements and time-sensitive instructions for submitting required forms no later than December 3, 2024.

CONFIDENTIALITY

Please hold on any public statements, press releases, or social media about this recommended FY 2025 award. The NEA's Office of Public Affairs will contact you via email with an announcement date and information about publicizing your award, including a template release that you may use to share your story. Please add publicaffairs@arts.gov to your contact list to ensure delivery to your inbox. Your cooperation is greatly appreciated.

ACCESSING YOUR FUNDING OFFER: REACH LOGIN INFORMATION

To access your application and funding offer in REACH, the NEA's online grants management system, use your Login.gov credentials. You can find additional guidance at https://www.arts.gov/grants/manage-your-award.

Personnel currently authorized to access this application are:
Authorized Representative & Primary Email: Emily Gallaspy; egallaspy@hattiesburgms.com
Project Director & Primary Email: Emily Gallaspy; egallaspy@hattiesburgms.com
Primary Contact/Grants Administrator & Primary Email: Emily Gallaspy; egallaspy@hattiesburgms.com

CHANGES AND/OR UPDATES TO YOUR PROJECT

If your project has changed significantly since you submitted your application, such as a critical artist or personnel change, or if your organization can no longer carry out the proposed project, contact us immediately. Our staff will work with you to determine the appropriate course of action. All changes are subject to approval by NEA staff. Approval is not guaranteed.

IMPORTANT NOTES

NHPA/NEPA COMPLIANCE: Your project includes activity requiring a review for compliance with the National Historic Preservation Act (NHPA) and/or National Environmental Policy Act (NEPA). You must submit the NHPA/NEPA Questionnaire Form, available in REACH under the Instructions Tab of the Offer. See https://www.arts.gov/grants/manage-your-award for guidance. Projects requiring NHPA and/or NEPA compliance review require extra processing time and may require consultation with your state's Historic Preservation Office. This could delay your award notice and/or your ability to draw down funds on the award.

PARTICIPANTS / REACH ACCESS: You are currently the only person at your organization with access to REACH for this application. You should add an additional staff member authorized to access REACH when completing the Project Budget form. With only one participant on the application, your organization runs the risk of losing REACH access.

UPLOAD THE FOLLOWING REQUIRED FORMS NO LATER THAN DECEMBER 3, 2024

To accept your funding offer, you must complete the following forms and upload them to the Documents tab under OFFERS in REACH. Be sure to upload all required documents BEFORE clicking "Accept" in REACH. If you are unable to meet the December 3, 2024, deadline, contact your program specialist for assistance.

Notice to Mac computer users: You must complete the PDF forms using Adobe. You cannot use Preview or any other PDF software. You may download a free copy of the latest version: https://get.adobe.com/reader/.

(1) PROJECT BUDGET
You must submit an updated Project Budget reflecting the recommended funding amount of $25,000.00.

Total project costs are required to be:
At least twice the recommended funding amount of $25,000.00 to meet the required 1:1 cost share, and
No more than ten (10) times the recommended funding amount of $25,000.00.

We urge you to take this opportunity to adjust project activities, participants, costs, and/or the timeline/period of performance based on the recommended funding amount, your organization's current fiscal situation, and project management capacity. Please identify all changes to the original project proposal in the space provided on the Project Budget Form.

Right sizing your project activity and budget lessens the administrative burden of managing a federal award because all costs in your budget must comply with federal laws and regulations. We encourage you to submit a project budget with easy-to-document allowable, allocable, and reasonable costs.

All changes to your project activities and budget are subject to NEA approval.

(2) ACCESSIBILITY COMPLIANCE QUESTIONS FORM
All projects funded by the NEA must be physically and programmatically accessible to people with disabilities in compliance with Federal laws and regulations. Your answers on this form should be related to the accessibility of the funded project activities. To help you fill out this form, a webinar and an accessibility checklist are available at https://www.arts.gov/grants/manage-your-award. Do not use this form to request project changes.

(3) NHPA/NEPA COMPLIANCE QUESTIONNAIRE, if applicable to your project:
Only submit the NHPA/NEPA Questionnaire form if this Offer Letter tells you that your project requires review for NHPA/NEPA Compliance in the IMPORTANT NOTES section above. Do not submit the NHPA/NEPA Questionnaire unless we specifically tell you to do so.

SAM.GOV
It is a federal requirement that applicants for and recipients of federal financial assistance must maintain an active registration with SAM throughout the application and award lifecycle. All NEA awards are

contingent on your organization maintaining an active SAM registration. To check your organization's SAM.gov registration, go to www.sam.gov. If you need assistance with SAM.gov, visit the Federal Service Desk at www.fsd.gov.

NOTICE: If your SAM registration expires and you do not renew it by September 1, 2025, the NEA will withdraw your recommended funding and reject this application.

REPRESENTATIONS and CERTIFICATIONS: Ensure that you answered YES to the Financial Assistance Representation and Certification question in SAM.gov when you registered or renewed your registration in SAM. You are required to keep these certifications and representations current, accurate, and complete as part of your entity registration.

DELINQUENT FEDERAL DEBT: The NEA cannot issue an award if your entity's SAM record shows that your organization has delinquent federal debt. NOTICE: You must resolve any debt showing in your entity's SAM record by September 1, 2025, or the NEA will withdraw the funding recommendation and reject this application.

EXCLUSIONS: The NEA cannot issue an award if your entity's SAM record shows any active exclusions. If you have an exclusion, the NEA will withdraw this funding recommendation and reject this application.

WHAT HAPPENS AFTER YOU ACCEPT THE OFFER?
After you submit the required Offer documents in REACH, they are processed by NEA Program staff and then forwarded to the NEA's Office of Grants Management (OGM) for a final review to ensure compliance with federal rules and regulations before issuing the formal award notice. Your OFFER record will not be visible to you in REACH while your documents are undergoing OGM review. We will contact you if we need additional information during this time. A timely response will ensure a faster review.

When the award is issued, you will receive an email notification from REACH. While we strive to issue award notices as quickly as possible, this final review takes between two to six months, depending on a variety of factors. While we are constantly monitoring our internal operations and will make all necessary adjustments to ensure we are processing applications as expeditiously as possible, we appreciate your patience.

We look forward to working with you to complete this final stage of the grant review process.

CONTACT

If you have questions, contact Program Specialist Eleanor Billington at billingtone@arts.gov.

Sincerely,



Michael Orlove
Director of State, Regional, and Local Partnerships, and International Activities

Grant Application

Basic Information

Application #: 1934448-62

Tracking #: GRANT14065657

Category:	Grants for Arts Projects	**Deadline:**	2/15/2024
		NCA:	214 October 2024
Division:	Local Arts Agencies		
Applicant:	City of Hattiesburg, Mississippi Hattiesburg, MS 39401-3451		
Popular Name:			

Project Title:	To support the commission of a mural inside Hattiesburg Public Safety Complex.
Project Director:	Mrs. Emily Gallaspy
Period of Performance:	1/1/2025 - 4/30/2025

Budget Summary (Applicant Portal)

Amount Requested:	$25,000		
Total Match:	$35,000		
Total Project Costs:	$60,000		
Operating Expenses:	$64,225,757	**Most recently completed FY:**	9/30/2022

Grant Application

Detailed Information

Application #: 1934448-62
Tracking #: GRANT14065657

Category: Grants for Arts Projects
Deadline: 2/15/2024
NCA: 214 October 2024

Division: Local Arts Agencies

Applicant (eGMS): City of Hattiesburg, Mississippi

Applicant (SF-424): City of Hattiesburg

200 Forrest Street

P.O. Box 1898

Hattiesburg, MS 39401-3451

IID: 28245 **TIN:** 646000432 **UEI:** N4XZJLJ9AVM1

SF 424 TIN: 646000432

Project Title: To support the commission of a mural inside Hattiesburg Public Safety Complex.

Period of Performance: 1/1/2025 - 4/30/2025

Contact Info (SF-424):

Authorizing Official:

Mrs. Emily Gallaspy

Title: Division Manager

Phone: 6016206422

Email: egallaspy@hattiesburgms.com

Date signed (SF-424): 02/08/2024; 09:33 AM

Project Director:

Mrs. Emily Gallaspy

Title: Division Manager

Phone: 6016206422

Email: egallaspy@hattiesburgms.com

Primary Contact/Grant Administrator:

Mrs. Emily Gallaspy

Title: Division Manager

Phone: 6016206422

Email: egallaspy@hattiesburgms.com

CITY OF HATTIESBURG
Organization Information

YEAR FOUNDED:

1884

MISSION OF YOUR ORGANIZATION:

Our mission is for Hattiesburg to become a premier city in the Gulf South. In economic growth, education, health care, culture, entrepreneurship, tourism and especially customer service, our aim is to be the best.

ORGANIZATIONAL CONTEXT FOR PROJECT ACTIVITIES:

The City of HattiesburgThe Greater Hattiesburg Area includes Forrest, Lamar, and Perry Counties. The City of Hattiesburg sponsors numerous arts organizations such as the Hattiesburg Arts Council, Festival South, South Mississippi Arts Association, Hattiesburg Civic Light Opera, USA Dance, Center Stage of Hattiesburg, Legacy Actors Experience, Art for All Mississippi, and Hub City Crafters by offering free or reduced rental for arts programming efforts.

Municipal Court/Behavioral Health CourtThe mayor's vision for the municipal court is to be rehabilitative. Through community initiatives and partnerships like Behavioral Health Court, mental health awareness programming, and more, the court works to provide an environment that reduces recidivism. The Hattiesburg Behavioral Health Court was established in 2010 as an opportunity for misdemeanor offenders who present mental health issues to receive resources and treatment. The program works in collaboration with both the Hattiesburg Police Department and Pine Belt Mental Healthcare Resources, to reduce repeat offenders through alternative sentencing for qualifying participants with misdemeanor charges.Arts Programming

The City of Hattiesburg understands the transformative power of the arts and makes great strides through its Community Arts Center managed by its Parks and Recreation Department. The Hattiesburg Community Arts Center is unique in that it is a collaborative effort between any individuals wanting to create or consume art. It seeks to weaken barriers and strengthen bonds by acting as a resource center for all local artists, teachers, non-profit organizations, and entrepreneurs. The HCAC boasts a variety of free or low-cost programming for the community.

CITY OF HATTIESBURG
Project Information

PROJECT DESCRIPTION:

The City of Hattiesburg will partner with the Hattiesburg Alliance for Public Art (HAPA) to add a mural to the inside of the Hattiesburg Public Safety Complex. This 90,000-square-foot, three-building, three-story facility houses the Hattiesburg Police Department and the Hattiesburg Municipal Court and opened in September 2022. The Hattiesburg Safety Complex sits within the East Jerusalem neighborhood in Ward 2 of Downtown Hattiesburg. Nearly 90% of the community's residents are African American or Hispanic, 45% live below the poverty line, and nearly 40% are over the age of 40.
HAPA has guided the City of Hattiesburg through the completion of 50 large-scale murals, dozens of painted utility boxes, and several community art installation projects, promoting dozens of visual artists and activating countless green spaces around Hattiesburg. This would be the first mural of its kind within the East Jerusalem neighborhood.
Building a facility of this nature to incorporate public art is a testament to the city's drive and collective will to steer the community toward prosperity through creativity. This mural would add another element of neighborhood pride and highlight the importance of community policing and working together to create youth programs, support schools, and foster trusting relationships.

SCHEDULE OF KEY PROJECT DATES:

Activities that occur before the earliest allowable start dates are indicated by an asterisk (*)

Design: January 1- January 31, 2025
Artist Selection: February 1- February 28, 2025
Site Preparation & Installation: March 1- April 30, 2025
Completion: April 30, 2025

ENGAGEMENT WITH INTENDED COMMUNITY, PARTICIPANTS & AUDIENCE

Hattiesburg Alliance for Public Art (HAPA) will organize and host public forum(s) seeking input on the subject matter, manage the process of commissioning the murals, and offer their marketing expertise to ensure the project is successful. HAPA will coordinate the design and artist selection process. HAPA and the City of Hattiesburg will collaborate with volunteers to determine the subject matter and design of the artwork. Next, a public call will be distributed for artist proposals. A selection committee will review and rate artist proposals. Proposals will be narrowed down to finalists based on artistic merit and response to design criteria. Once the voting period is over, the winner will be confirmed and notified.

All partners:
City of Hattiesburg Administration
City of Hattiesburg Parks and Recreation
City of Hattiesburg Police Department
City of Hattiesburg Municipal Court
Hattiesburg Alliance for Public Art
Visit Hattiesburg

Others that may be consulted:
Local churches
Edwards Street business groups

Albert Robinson Architect

PROJECT PARTNERS & KEY INDIVIDUALS:

Individual or Partner Organization Name:
Hattiesburg Alliance for Public Art

Proposed or Committed:
Committed

Description of Organization/Individual:
An umbrella organization under VisitHattiesburg, HAPA is passionate about making art available to all; a free part of everyday life. Through HAPA, Hattiesburg has renewed its commitment to expand artistic offerings available in the community. In the past five years, HAPA has promoted community engagement for the arts and provided opportunities for art advocacy and education while adding new public art pieces throughout Hattiesburg. Our mission continues to be to purchase and place art in the heart of town – our parks, neighborhoods, public buildings, and businesses – and to raise awareness of the works already in the area while encouraging artists and engaging our community to strengthen support for public art.

PROJECT GOALS AND MONITORING:

The hope is for this mural to unite our community and tell a story of the importance of partnerships between neighborhoods, residents, and law enforcement personnel. Our community stands as a hub for public art, with 50 large-scale murals, our vision is to be the “City of 100 Murals” within the next five years.

The City of Hattiesburg will maintain the site after the project is completed. A regular maintenance and repair schedule will be developed in collaboration with the artist(s), to ensure that touch-ups, repainting, resealing, or other repairs are adequately addressed.

CITY OF HATTIESBURG
Project Budget

EXPENSES

1. Direct Costs: Salaries and wages				
TITLE AND/OR TYPE OF PERSONNEL	**NUMBER OF PERSONNEL**	**ANNUAL OR AVERAGE SALARY RANGE**	**% OF TIME DEVOTED TO THIS PROJECT**	**AMOUNT**
Total Salaries and wages (a):				**$0**
Total fringe benefits (b):				$0
Total salaries and fringe benefits (a + b):				**$0**

2. Direct Costs: Travel (include subsistence)			
# OF TRAVELERS	**FROM**	**TO**	**AMOUNT**
Total Travel:			**$0**

3. Direct Costs: Other Expenses	**AMOUNT**
Materials	$7,000
Mobilization	$8,000
Muralist	$35,000
Assistant Muralist	$10,000
Total other expenses:	**$60,000**
4. Total Direct Costs (1 + 2 + 3):	**$60,000**
5. Indirect Costs (if applicable):	
Federal Agency:	
Rate (.0000):	0.00000

Base:	$0
Total Indirect Costs:	**$0**
6. Total Project Costs (4 + 5):	**$60,000**

INCOME

1. Amount Requested from NEA	**$25,000**
2. Total Match for this Project:	
CASH (* = committed or secured)	**CASH AMOUNT**
City of Hattiesburg	$25,000
HAPA	$10,000
Total Cash (2a):	**$35,000**
IN-KIND	**IN-KIND AMOUNT**
Total in-kind (2b):	$0
Total match for this project (2a + 2b):	$35,000
3. Total project income (1 + 2):	**$60,000**

ADDITIONAL PROJECT BUDGET NOTES (OPTIONAL):

CITY OF HATTIESBURG
Organization Budget

ORGANIZATION BUDGET:

	Most Recently Completed FY	Previous FY	Two FYs Prior
FY End Date	9/30/2022	9/30/2021	9/30/2020
Income:			
TOTAL INCOME	**$64,254,602**	**$87,058,531**	**$67,729,978**
Expenses:			
TOTAL EXPENSES	**$64,225,757**	**$90,292,170**	**$70,976,997**
Operating Surplus / Deficit (single year)	$28,845	($3,233,639)	($3,247,019)

FISCAL HEALTH:

2023 Audit:

The City received an unmodified opinion (this is the best opinion an agency can receive for its audit).
No new findings were issued for the City.
The City continued to experience growth in property and overall sales tax receipts.
The City's internet sales tax receipts were up 90.42% over 2021, totaling $3,789,976.
Overall, the City had a positive change in net position of $19,340,504.

Audits for fiscal years 2018, 2019, 2020, 2021 and 2022 were completed on time.

CITY OF HATTIESBURG
Arts Programmatic History

ARTS PROGRAMMATIC HISTORY:

Year 1: 2021-2022
Representative Examples:

The City of Hattiesburg hosts arts programming through the Hattiesburg Community Arts Center.

Weekly Programs:
Mondays: Senior Art Class
Tuesdays: Hub City Crafters (free)
Wednesdays: Watercolor Wednesdays
Thursdays: After-school Art Class (free)

Monthly Programs
Art Markets (free)
Acrylic Paint-Along

Craft classes (macrame, block prints, crochet)

Pop-up Event:
Art in the Garden (free)
Plein Air Painting (free)

Live at Five (free)

Annually
CenterStage (February and May)
Camp Create (June and July)
Festival South performance (June)

Year 2: 2022-2023

Representative Examples:

Weekly Programs:
Mondays: Senior Art Class, Art for All (classes for differently-abled adults)
Tuesdays: Hub City Crafters (free), Jewelry Club (free)
Wednesdays: Watercolor Wednesdays, Art for All

Thursdays: After-school Art Class (free), Art for All

Monthly Programs
Art Markets with live music (free)
USA Dance: Fundaments of Dance (free)
Wine Down Wednesday

Senior Dance (free)

Acrylic Paint-Along (free)

Pop-up Event:

Live at Five (free)

Yoga in the Park (free)
Plein Air Painting (free)

Movies in the Park

Cooking classes

Craft classes (macrame, block prints, crochet)

Annually
CenterStage (February and May)
Camp Create (June and July)
Festival South performance (June)

Year 3: 2023-2024

Representative Examples:

Daily
The Hattiesburg Community Arts Center is now used daily by 5 arts organizations and over 45 residents artists and musicians.

Weekly Programs:
Mondays: Senior Art Class
Tuesdays: Hub City Crafters (free), Jewelry Club (free)
Wednesdays: Watercolor Wednesdays, Art for All (classes for differently-abled adults)
Thursdays: Afterschool Art Class (free), Art for All

Monthly
Art Markets with live music (free)
USA Dance: Fundaments of Dance (free)

Wine Down Wednesday
Teen Art Class (free)
Acrylic Paint-Along (free)

Craft classes

Pop-up Event:

Stem Saturdays (free)
Sensory Saturdays (free)
Yoga in the Park (free)
Plein Air Painting (free)

Live at Five (free)

Annually

The HCAC boasts a variety of programming and performances through its Paper Warehouse Theater

CITY OF HATTIESBURG
Discipline-specific Items

ADDITIONAL ITEMS:

N/A

N/A

N/A

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Marybeth Bergin, Director of Transportation and Engineering**

cc:

Date: **Tuesday, November 19, 2024**

Re: **Acknowledge bids received October 31, 2024, for the Concrete Paved Ditch Repairs Along Gordon's Creek and accept the bid from TM Productions, LLC of Starkville, MS base bid and Alternate No. 1 in the amount of $218,813.00; and authorize the Mayor to execute any and all documents required for the project.**
File Number: 2024-662
Minute Book #

Summary
Acknowledge bids received October 31, 2024, for the Concrete Paved Ditch Repairs Along Gordon's Creek and accept the bid from TM Productions, LLC of Starkville, MS base bid and Alternate No. 1 in the amount of $218,813.00; and authorize the Mayor to execute any and all documents required for the project.

Recommendation Statement
I recommend approval of this item.

Please place this on the November 19, 2024 City Council meeting for consideration.

sdw
Engineering Progress

November 5, 2024

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Attn: Marybeth Bergin, P.E.

Re: Concrete Paved Ditch Repairs Along Gordan's Creek
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 October 31, 2024, for the above referenced project.

I am recommending TM Productions, LLC. of Starkville, MS base bid and Alternate No. 1 in the bid amount of Two Hundred Eighteen Thousand, Eight Hundred -Thirteen Dollars and Zero Cents ($218,813.00).

Enclosed is a copy of the original bid from TM Productions, LLC.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,

Lamar Rutland, P.E.
Project Engineer

/lr

BID TAB

October 31, 2024

Project: Concrete Paved Ditch Repairs Along Gordon's Creek

Project No. 1235-220

	TM Productions LLC 423 Blair Rd. Starkville, MS 39759		Twin L Construction Inc. 8292 Firetower Rd. Pass Christian, MS 39571		RJM McQueen Contracting Inc. 80 Ramsey McQueen Rd. Collins, MS 39428	
BASE BID						
Item No.	**Item Description**	**Quantity**	**Unit**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
1	REMOVAL OF CONCRETE PAVED DITCH	695	SY	$25.00	$17,375.00	$44.47	$30,906.65	$37.50	$26,062.50
2	BORROW EXCAVATION, B9, LVM, AH	10	CY	$40.00	$400.00	$571.73	$5,717.30	$87.00	$870.00
3	SOLID SODDING, CENTIPEDE	270	SY	$9.00	$2,430.00	$12.71	$3,431.70	$5.00	$1,350.00
4	CONCRETE PAVED DITCH	133	CY	$450.00	$59,850.00	$1,079.93	$143,630.69	$1,280.00	$170,240.00
5	TEMPORARY SILT FENCE	243	LF	$7.00	$1,701.00	$6.35	$1,543.05	$5.00	$1,215.00
6	MAINTENANCE OF TRAFFIC	1	LS	$8,500.00	$8,500.00	$10,164.00	$10,164.00	$9,900.00	$9,900.00
7	MOBILIZATION	1	LS	$100,000.00	$100,000.00	$19,057.50	$19,057.50	$18,000.00	$18,000.00
		Total Base Bid			**$190,256.00**		**$214,450.89**		**$227,637.50**
Additive Alternate No. 1									
Item No.	**Item Description**	**Quantity**	**Unit**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
1	REMOVAL OF CONCRETE PAVED DITCH	270	SY	$25.00	$6,750.00	$57.17	$15,435.90	$37.50	$10,125.00
2	BORROW EXCAVATION, B9, LVM, AH	15	CY	$40.00	$600.00	$571.73	$8,575.95	$87.00	$1,305.00
3	SOLID SODDING, CENTIPEDE	33	SY	$9.00	$297.00	$57.17	$1,886.61	$15.00	$495.00
4	CONCRETE PAVED DITCH	46	CY	$450.00	$20,700.00	$1,270.50	$58,443.00	$1,280.00	$58,880.00 *
5	TEMPORARY SILT FENCE	30	LF	$7.00	$210.00	$25.41	$762.30	$5.00	$150.00
	Total Additive Alternative No. 1				**$28,557.00**		**$85,103.76**		**$70,955.00**
			Bid Total:		**$218,813.00**		**$299,554.65**		**$298,592.50**

Comments:

*RJM McQueen bid had error on Proposal/unit price.
TM Productions proposal and bond are both difficult to determine/read.

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on October 31, 2024, and that said tabulation is true and correct to the best of my belief.

Lamar Rutland, P.E.

TM Productions LLC

423 Blair Road

Starkville,Ms 39759

COR #-

23643-MC

Gordon's Creek

Bid

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Notice to Proceed, and to complete the work within 90 calendar days thereafter.

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,

TM Productions LLC

Bidding Firm

Authorized by:

423 Blair Road

Starkville, MS 39759

ADDRESS

PROPOSAL

CONCRETE PAVED DITCH REPAIRS ALONG GORDON'S CREEK

BASE BID

Item	Description	Unit	Quantity	Unit Price	Extension
1	REMOVAL OF CONCRETE PAVED DITCH	SY	695	25	17,375
2	BORROW EXCAVATION, B9, LVM, AH	CY	10	40	400
3	SOLID SODDING, CENTIPEDE	SY	270	[illegible]	[illegible]
4	CONCRETE PAVED DITCH	CY	133	450	59,850
5	TEMPORARY SILT FENCE	LF	243	7	1,701
6	MAINTENANCE OF TRAFFIC	LS	1	8,500	8500
7	MOBILIZATION	LS	1	100,000	100,000
				Total Base Bid:	190,256.00

ADDITIVE ALTERNATE 1

Item	Description	Unit	Quantity	Unit Price	Extension
1	REMOVAL OF CONCRETE PAVED DITCH	SY	270	25	6,750
2	BORROW EXCAVATION, B9, LVM, AH	CY	15	40	600
3	SOLID SODDING, CENTIPEDE	SY	33	9	297
4	CONCRETE PAVED DITCH	CY	46	450	20,700
5	TEMPORARY SILT FENCE	LF	30	7	210
				Total Additive Alternate 1:	28,557
				BASE BID WITH ADD ALT 1 TOTAL:	218,813.00

Base Bid Respectfully Submitted, Name of Firm or Bidder: TM Productions LLC

ADDENDUM No. 1
to the
CONTRACT DOCUMENTS and SPECIFICATIONS
for the
CONCRETE PAVED DITCH REPAIRS ALONG GORDON'S CREEK
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 Sheets 3 with the attached revised Plan Sheets 3, in their entirety.**



SHOWS, DEARMAN & WAITS, INC.

by: Lamar Rutland
Lamar Rutland, P.E.

Dated this 28th day of October, 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: TW Properties LLC

Signature: _____

Title: President

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the under signed, TMProductions, LLC Principal, and United States Fire Insurance Company as Surety, are hereby held and firmly bound unto the City of Hattiesburg as Owner in the penal sum of 5% (Five Percent) for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 31st day of October, 20 24.

The Condition of the above obligation is such that whereas the Principal has submitted to a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the following project:

CONCRETE PAVED DITCH REPAIRS ALONG GORDON'S CREEK
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.

TMProductions, LLC

PRINCIPAL

United States Fire Insurance Company

SURETY

BY: _____

Stephen Wesley Price, Jr.
Attorney-in-Fact/Fisher Brown Bottrell/MMA

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.

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

0203723

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Angela Bullie, Amanda Jean Charfauros, Trina Cobb, Jerry Eugene Horner, Jr. Peggy L. Jackson, Stephen Wesley Price, Jr., Taylor Leggett

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars ($7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2024.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

> Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:
>
> (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
>
> (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.
>
> Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO
NOTARY PUBLIC OF NEW JERSEY
Commission # 50126833
My Commission Expires 4/7/2025

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the day of OCT 31 2024

UNITED STATES FIRE INSURANCE COMPANY

Alfred N. Wright, Senior Vice President

sdw
Engineering Progress

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

CONCRETE PAVED DITCH REPAIRS ALONG GORDON'S CREEK

FOR THE

CITY OF HATTIESBURG

AUGUST 2024



PREPARED BY:

SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com

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ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the **City of Hattiesburg**, MISSISSIPPI, will receive sealed bids until **10:00AM** on **October 31, 2024** in the City Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS 39401, and then at said location opened and read aloud for furnishing the City's requirements for the following:

CONCRETE PAVED DITCH REPAIRS ALONG GORDON'S CREEK
HATTIESBURG, MISSISSIPPI

Official bid documents can be downloaded from www.sd-wprojects.com. Electronic bids can be submitted at www.sd-wprojects.com. For any questions relating to the electronic bidding process, please call Plan House at 662-407-0193. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received sealed and marked EXACTLY as follows:

BID:
CONCRETE PAVED DITCH REPAIRS ALONG GORDON'S CREEK
HATTIESBURG, MISSISSIPPI

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the BOARD on the 16th day of September, 2024.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____
Kermas Eaton, City Clerk

Return PROOF to SDW, Inc.
301 Second Avenue
Hattiesburg, MS 39401

Publish on September 26, 2024 and October 3, 2024

INFORMATION FOR BIDDERS

BIDS will be received by City of Hattiesburg , MS herein called the "OWNER", at City Hall until 10:00 AM on October 31 , 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 **CONCRETE PAVED DITCH REPAIRS ALONG GORDON'S CREEK, 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 $1,000 a day

from the money due the CONTRACTOR not as a penalty but as liquidated damages. The CONTRACTOR and the CONTRACTOR'S sureties shall be liable for all liquidated damages in excess of money due the CONTRACTOR.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest and best responsive and responsible BIDDER.

All applicable Laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

FURTHER, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause.

The BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

The ENGINEER is SHOWS, DEARMAN & WAITS, INC. The address of the ENGINEER is 301 2nd Avenue, HATTIESBURG, MISSISSIPPI.

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Notice to Proceed, and to complete the work within 90 calendar days thereafter.

It is understood that the quantities of work listed for unit prices bid are approximate and are intended to merely indicate the general scope of the various items entering into the complete work and for comparison of bids. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

The undersigned certifies that the bid prices contained herein have been carefully checked and are submitted as correct and final.

If within sixty (60) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within ten (10) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

_____

Bidding Firm

_____

Authorized by:

_____

_____

ADDRESS

PROPOSAL

CONCRETE PAVED DITCH REPAIRS ALONG GORDON'S CREEK

BASE BID

Item	Description	Unit	Quantity	Unit Price	Extension
1	REMOVAL OF CONCRETE PAVED DITCH	SY	695		
2	BORROW EXCAVATION, B9, LVM, AH	CY	10		
3	SOLID SODDING, CENTIPEDE	SY	270		
4	CONCRETE PAVED DITCH	CY	133		
5	TEMPORARY SILT FENCE	LF	243		
6	MAINTENANCE OF TRAFFIC	LS	1		
7	MOBILIZATION	LS	1		
				Total Base Bid:	

ADDITIVE ALTERNATE 1

Item	Description	Unit	Quantity	Unit Price	Extension
1	REMOVAL OF CONCRETE PAVED DITCH	SY	270		
2	BORROW EXCAVATION, B9, LVM, AH	CY	15		
3	SOLID SODDING, CENTIPEDE	SY	33		
4	CONCRETE PAVED DITCH	CY	46		
5	TEMPORARY SILT FENCE	LF	30		
				Total Additive Alternate 1:	
				BASE BID WITH ADD ALT 1 TOTAL:	

Base Bid Respectfully Submitted, Name of Firm or Bidder: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the under signed,_____ _____Principal, and _____ _____as Surety, are hereby held and firmly bound unto the City of Hattiesburg as Owner in the penal sum of 5% (Five Percent) for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20_____.

The Condition of the above obligation is such that whereas the Principal has submitted to a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the following project:

CONCRETE PAVED DITCH REPAIRS ALONG GORDON'S CREEK
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:

CONCRETE PAVED DITCH REPAIRS ALONG GORDON'S CREEK
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 **$1,000.00** for each day delayed, which shall be deducted from the final amount to be paid under the contract; provided that the extension of time with the waiver of liquidation damages may be granted as provided for in the Specifications.

ARTICLE 4: PROGRESS PAYMENTS

The OWNER agrees to make progress payments during the construction as provided

herein as follows:

The CONTRACTOR will on or before the tenth (10th) day of each month make an estimate of the value of the work done, based on contract prices, and submit to the ENGINEER, along with an affidavit by the CONTRACTOR that progress payments theretofore received from OWNER have discharged in full all the CONTRACTOR's obligations stated in prior progress payments. ENGINEER will recommend partial payment to the OWNER within a reasonable time of receipt of CONTRACTOR's estimate based on the ENGINEER's estimated quantities.

The OWNER agrees to pay the CONTRACTOR one hundred percent (100%) of the value of the work done each month, less retainage in accordance with MS Code of 1972 Section 31-5-33 until final acceptance of the work has been made. If defective and/or materials are discovered or reasonable doubt arises to the integrity of any part of the work for which partial payment has been allowed, a deduction from subsequent estimates in the amount equal to the work in question will be made until the defects have been remedied or the cause for doubt removed.

ARTICLE 5: ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the work is ready for final acceptance and inspection, the ENGINEER shall promptly make such inspection, and when he finds the work acceptable under the contract, and the contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof. Then, the entire balance shall be due the CONTRACTOR within forty-five (45) days the date of said final acceptance and receipt of the closeout documents required per the Supplement to General Conditions and recommendation of the same to the OWNER.

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the ENGINEER that all payrolls, materials, bills, and other indebtedness connected with the work have been paid.

The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER, other than those arising from unsettled liens, from faulty work or materials appearing within one (1) year after payment, or claims previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, and the ENGINEER, so certifies, the OWNER shall, upon certificate of the ENGINEER and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 6: THE PERFORMANCE BOND

The CONTRACTOR agrees to furnish a bond, with an approved surety thereon guaranteeing the performance of this contract, in no less than one hundred percent (100%) of the amount of the Contract. Said Bond shall be conditioned on full and complete performance of the Contract, and for the payment of all labor and materials for a period of one (1) year after completion. The Surety on said Bond shall be a surety company of financial resources satisfactory to the OWNER and authorized to do business in the State of Mississippi.

ARTICLE 7 INSURANCE

The CONTRACTOR agrees to also carry public liability insurance, property damage insurance, and workman's compensation insurance in amounts as required by the specifications.

WITNESSETH: that for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the project specified herein.

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein.

3. The CONTRACTOR will commence the work required by the "Contract Documents" and complete the project on or before the completion date unless the period for completion is extended otherwise by the "Contract Documents."

4. The CONTRACTOR agrees to perform all of the work described in the "Contract Documents" and comply with the terms therein for the sum as shown in the bid schedule.

5. The term "Contract Documents" means and includes the following:

Advertisement for Bids	Notice of Award
Instructions to Bidders	Notice to Proceed
Bid	Change Order
Bid Bond	General Conditions
Contract Agreement	Supplemental General Conditions
Payment Bond	Technical Specifications
Performance Bond	Drawings
Addenda	

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the "General Conditions" such amounts as required by the "Contract Documents."

7. This "Contract Agreement" shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

OWNERS:

SEAL

City of Hattiesburg

Authorized by: DATE

(Printed Name & Title) ATTEST

CONTRACTOR:

SEAL

DATE

ATTEST

IMPORTANT NOTE: Surety companies executing bonds must appear on the US Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT WE, the Undersigned _____ _____(hereinafter called the Principal), a corporation, partnership or individual duly authorized by law to do business as a construction contractor in the State of Mississippi, and _____ of _____ (herein called the Surety), a corporation duly authorized to do surety business under the laws of the State of Mississippi, are held and firmly bound unto the City of Hattiesburg , MS (hereinafter called the Obligee), a Municipality existing under the laws of the State of Mississippi, in the penal sum of _____ _____ Dollars ( ) lawful money of the United States, for the payment of which well and truly to be made, the said Principal and the said Surety do hereby bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, by these presents, as follows:

The Condition of this obligation is such that; whereas Principal by an instrument in writing attached hereto and bearing date of _____ has agreed with said Obligee to do all work necessary and to furnish labor, materials, tools, supplies and services to construct **CONCRETE PAVED DITCH REPAIRS ALONG GORDON'S CREEK, 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)

_____
PRINCIPAL

WITNESSES:

_____

_____ _____
ADDRESS

_____

_____
Name of person executing for Principal

_____
TITLE

_____
SURETY

_____

WITNESSES: _____
ADDRESS

_____

_____ _____
Name of person executing for Surety

_____
TITLE

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof.

ACCEPTANCE: By the OWNER of the Work as being fully complete in accordance with the Contract Documents.

AGREEMENT: The written agreement between the OWNER and the CONTRACTOR covering the Work to be performed: The Contract Documents are attached to and made a part of the Agreement. Also designated as the Contract.

ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

APPLICATION FOR PAYMENT: The form furnished by the ENGINEER which is to be used by the CONTRACTOR in requesting progress payments and an affidavit of the CONTRACTOR that progress payments theretofore received from the OWNER on account of the WORK have been applied by the CONTRACTOR to discharge in full all of the CONTRACTOR'S obligations stated in prior Applications for Payment.

APPROVAL: Accept as satisfactory.

BID: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER: Any person, firm or corporation submitting a Bid for the Work.

BONDS: Bid, performance and payment bonds and other instruments of security furnished by the CONTRACTOR and his surety in accordance with the Contract Documents and in accordance with the law of the place of the project.

CHANGE ORDER: A written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

CONTRACT DOCUMENTS: The Agreement, Addenda, Instruction's to Bidders, CONTRACTOR'S BID, the Bonds, the Notice of Award, these General Conditions,

the Supplementary conditions, Special Conditions, Technical Conditions, the Specifications, Drawings and Modifications, and Notice to Proceed.

CONTRACT PRICE: The total moneys payable to the CONTRACTOR under the Contract Documents.

CONTRACT TIME: The number of calendar days stated in the Agreement for the completion of the Work.

CONTRACTING OFFICER: The OWNER (Grantee) - The individual who is authorized to sign the contract documents on behalf of the OWNER'S governing body.

CONTRACTOR: The person, firm or corporation with whom the OWNER has executed the Agreement.

DAY: A calendar day of twenty-four hours measured from midnight to the next midnight.

DRAWINGS: The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the ENGINEER and are referred to in the Contract Documents.

ENGINEER: The person, firm or corporation named as such in the Contract Documents.

FIELD ORDER: A written order issued by the ENGINEER which clarifies or interprets the Contract Documents in accordance with Paragraph 9.3 or orders minor changes in the Work in accordance with paragraph 10.2.

HE, HIS, AND HIM: These are several pronouns that shall represent both male and female genders.

MODIFICATION: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order (c) a written clarification or interpretation issued by the ENGINEER in accordance with paragraph 9.3 or (d) a written order for a minor change or alteration in the Work issued by the ENGINEER pursuant to paragraph 10.2. A modification may only be issued after execution of the Agreement.

NOTICE OF AWARD: The written notice by OWNER to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, OWNER will execute and deliver the Agreement to him.

NOTICE TO PROCEED: A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.

OWNER: A public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

PROJECT: The entire construction to be performed as provided in the Contract Documents.

CONSTRUCTION OBSERVER, RESIDENT INSPECTOR, CONSTRUCTION INSPECTOR, PROJECT REPRESENTATIVE: An authorized representative of the ENGINEER assigned to observe the Work performed and materials furnished by the CONTRACTOR or such other person as may be appointed by the OWNER as his representative. The CONTRACTOR shall be notified in writing of the identity of this representative.

SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work and as required by the Contract Documents.

SAMPLES: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

SPECIFICATIONS: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

SUBCONTRACTOR: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

SUBSTANTIAL COMPLETION: Substantial completion may be granted for all or portions of the work prior to final completion and stopping of contract time. Substantial completion is defined as the date when the construction is sufficiently completed in accordance with the contract documents so that the project or specified part of the project can be utilized for the purpose for which it was intended. The contract provides that the retainer may be reduced for that portion of the work which substantial completion is granted, but the granting of substantial completion will not stop contract time or liquidated damages.

SUPPLEMENTARY GENERAL CONDITIONS: Federal and State conditions in effect at time of submission of Bid in addition to those Supplementary General Conditions attached here to.

SUPPLIER: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

SPECIAL CONDITIONS: When included as a part of the Contract Documents, Special Conditions refer only to the Work under this Contract.

SURETY: The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and his acceptable performance of the Work.

WORK: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

WRITTEN NOTICE: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the OWNER under this Contract shall be delivered to the OWNER through the ENGINEER.

ARTICLE 2 - PRELIMINARY MATTERS:

AWARD: 2.1 The award of the Contract, if it is awarded, will be to the lowest and best responsible, responsive Bidder. No Notice of Award will be given until the OWNER has concluded such investigations as he deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the BID of any Bidder who does not pass such investigation to the OWNER'S satisfaction. In analyzing Bids, the OWNER may take into consideration alternates and unit prices, if requested by the Bid Form. If the Contract is awarded, the OWNER will issue the NOTICE of AWARD and give the successful Bidder a contract for execution within sixty (60) days after the opening of Bids.

EXECUTION OF AGREEMENT:

2.2 At least three counterparts of the Agreement and such other Contract Documents will be executed and delivered by CONTRACTOR to the ENGINEER within 10 days of receipt from the OWNER.

FORFEITURE OF BID SECURITY:

2.3 Failure of the successful Bidder to execute and deliver the Agreement and deliver the required Bonds as stipulated in paragraph 2.3 shall be just cause for the OWNER to annul the Notice of Award and declare the Bid and any security therefore forfeited.

The quantities appearing in the bid schedule are approximate and have been prepared for comparison of bids. The OWNER does not guarantee or assume any responsibility that quantities shows on the plans will not vary during actual construction of the contract. The CONTRACTOR further acknowledges the possibility of variation of quantities, shall be precluded from claiming in the construction of the project, and the CONTRACTOR shall not claim deception or misunderstanding because of any variation in quantities, location, character of work, or any other condition. Payment will be made only for actual quantities of work performed and accepted.

The OWNER makes no guarantees regarding the character or extent of water levels, soil, rock, utilities, or any other subsurface condition the BIDDER may encounter during work. The OWNER requires BIDDERS to make their own evaluation of subsurface soil conditions and to determine how these conditions may affect methods of construction

CONTRACTOR'S PRE-BID REPRESENTATIONS:

2.4 CONTRACTOR represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, Locality, and local conditions and will obey all federal, state, and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

COMMENCEMENT OF CONTRACT TIME:

2.5 The Contract Time will commence to run in accordance with the Notice to Proceed.

STARTING THE PROJECT:

2.6 CONTRACTOR shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract Time commences to run, except with the written consent of the OWNER.

BEFORE STARTING CONSTRUCTION:

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications. CONTRACTOR shall pot-hole existing utilities to ascertain exact location throughout the entire project. CONTRACTOR shall notify the ENGINEER any such locations of utilities which will prevent the work from being performed as designed, any work performed in which conflicts with an existing utility shall be remedied by the CONTRACTOR at his sole expense.

SCHEDULE OF COMPLETION:

2.8 Within ten (10) days after delivery of the Notice to Proceed by OWNER to CONTRACTOR, CONTRACTOR shall submit to ENGINEER an estimated progress schedule with earnings indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions. (See paragraphs 6.22 through 6.26.) The ENGINEER shall review and return this schedule or require revisions thereto within 14 days of its submittal. If there is more than one CONTRACTOR involved in a project, the responsibility for coordinating the Work of all CONTRACTORS shall be as provided in the Special Conditions.

2.9 At a time deemed appropriate by the OWNER to but before starting the Work at the site, a preconstruction conference may be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the OWNER or his representative, ENGINEER, Resident Project Representatives, CONTRACTOR and his Superintendent.

QUALIFICATION OF SUBCONTRACTORS MATERIALMEN AND SUPPLIERS:

2.10 Within ten (10) working days after bid opening, the CONTRACTOR will (if required) submit to the OWNER and the ENGINEER, for acceptance, a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of material or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other person and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER or the ENGINEER to make objection to any Subcontractor, person or organization on the list within thirty days of receipt shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject defective Work, material or equipment, or Work, material or equipment not in conformance with the requirements of the Contract Documents.

ARTICLE 3 - CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS:

3.1 It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the OWNER and the CONTRACTOR. They may be altered only by a Modification.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the ENGINEER'S attention in writing at once and before proceeding with the Work affected thereby; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Agreement Modifications, Addenda, Special Conditions, and Instruction's to Bidders, General Conditions, Technical Specifications and Drawings. If the requirements of one are more stringent than the other, the more stringent requirements shall apply.

3.3 The words "furnish, "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service."

3.4 Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the ENGINEER before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

3.5 The Work of all trades under this Contract shall be coordinated by the CONTRACTOR in such a manner as to obtain the best workmanship possible for the entire Project, and all components of Work shall be installed or erected in accordance with the best practices of the particular trade.

3.6 Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of Bid.

3.7 Brand names where used in the Technical Specifications, are intended to denote the standard of quality required for the particular material or product. The use of a brand name item is to set a standard of quality and is not intended to restrict the Contractor from offering an equal item from other source(s) of supply. The term "equal" or "equivalent" when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is for the same use and capable of performing the same function, in the opinion of the ENGINEER, as the material or product so specified. Proposed equivalent items must be approved by ENGINEER before they are purchased or incorporated in the Work.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE CONDITIONS; REFERENCE POINTS:

Availability of Lands

4.1 The OWNER will furnish, as indicated in Contract Documents, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other

lands which are designated for use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise specified in the Contract Documents. Other access to such lands or rights-of-way for the CONTRACTOR'S convenience shall be the responsibility of the CONTRACTOR. The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 The OWNER will, upon request, furnish to the BIDDERS copies of all available boundary surveys.

Subsurface Conditions:

4.3 The CONTRACTOR acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the grounds, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done on behalf of the OWNER on the site or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the CONTRACTOR to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. Any additional information necessary to ascertain subsurface soil conditions, including test holes and soil borings, not provided by the OWNER shall be undertaken by the BIDDER prior to bidding at his cost. Such exploration shall be adequate to satisfy the BIDDER of the materials expected to be encountered on the project. The OWNER assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the OWNER.

Differing Site Conditions

4.4 (a) The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the OWNER in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The OWNER shall promptly

investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

(b) No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required in (a) above.

(c) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

ARTICLE 5 - BONDS AND INSURANCE:

Performance and Payment Bonds:

5.1 The contractor's attention is directed to the Information for Bidders and Supplement to General Conditions.

Contractor's Liability Insurance:

5.2 The CONTRACTOR shall provide the OWNER with insurance certificates certifying that all required insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

5.3 The CONTRACTOR agrees that if any part of the Work under the contract is sublet, he will require the Subcontractor(s) to carry insurance as required, and that he will require the Subcontractor(s) to furnish to him insurance certificates similar to those required by the OWNER in 5.1 and 5.2 above.

5.4 The CONTRACTOR agrees to add ENGINEER to insurance policy as additional insured.

Owner's Liability Insurance

5.4 The OWNER will be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract Documents.

Fire and Extended Coverage Insurance (Builders' Risk):

5.5 The CONTRACTOR shall maintain, as applicable, in an Insurance Company or Insurance Companies acceptable to the OWNER, Fire, Extended Coverage and

Vandalism & Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract. The amount of insurance should at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all Subcontractors performing work.

5.6 The CONTRACTOR shall provide the OWNER with satisfactory evidence certifying that the foregoing insurance is in force; and such evidence shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

Cancellation and Re-Insurance:

5.7 If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this Contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this Contract.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES:

Supervision and Superintendence:

6.1 The CONTRACTOR will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, safety, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the Superintendent shall be mailed to the Contractor's home or office.)

Labor, Materials and Equipment:

6.2 The CONTRACTOR will provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

6.3 The CONTRACTOR will furnish all materials, equipment, labor, transportation,

construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

6.4 All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

6.5 All materials and equipment shall be applied, handled, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors and industry standards, except as otherwise provided in the Contract Documents.

Materials, Equipment, Products and Substitutions:

6.6 Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the CONTRACTOR. The CONTRACTOR shall submit to the ENGINEER a list of proposed materials, equipment or products, together with such samples as may be necessary for him to determine their acceptability and obtain his approval, within ninety (90) calendar days after award of Contract. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the ENGINEER.

6.6.1 Whenever a material, article or piece of equipment is identified on the drawings or Specifications by reference to brand names or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand names or catalog number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Incidental charges or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price, or Contract Time.

6.6.2 No substitute shall be ordered or installed without the written approval of the ENGINEER who shall be the judge of equality.

6.6.3 Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.

6.6.4 Should any work or materials, equipment or products not conform to requirements of the Drawings and Specifications or become damaged during the process of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alterations, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the CONTRACTOR. (See paragraph 7.10)

6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

Concerning Subcontractors:

6.7 The CONTRACTOR will not employ any Subcontractor, other person or organization of the types referred to in paragraph 2.10 (whether initially or as a substitute) against whom the OWNER or the ENGINEER may have reasonable objection, not will the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. The CONTRACTOR will not make any substitution for any Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.

6.8 The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.

6.9 The divisions and sections of the Specifications and the identifications of any drawings shall not control the CONTRACTOR in dividing the work among Subcontractors or delineating the Work to be performed by any specific trade.

6.10 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.

6.11 All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.

6.12 The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and material men engaged upon his Work.

6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.12.2 The OWNER or ENGINEER will not undertake to settle any differences between the CONTRACTOR and his Subcontractors or between Subcontractors.

6.12.3 If in the opinion of the ENGINEER, any Subcontractor on the project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

Patent Fees and Royalties:

6.13 The CONTRACTOR will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of such rights during or after completion of the Work and shall defend all such claims in connection with any alleged infringement of such rights.

6.14 The CONTRACTOR shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, he shall not be responsible for such determination on systems which do not involve purchase by him of materials, appliances, and articles.

Permits:

6.15 The CONTRACTOR will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. When such charges are normally made by the OWNER, there will be no charges to the CONTRACTOR. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR will also pay all public

utility charges.

Laws and Regulations:

6.16 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he will bear all costs arising wherefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

6.17 Cost of all sales and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

Record Drawings:

6.18 The CONTRACTOR will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer and shall be delivered to him for the OWNER upon completion of the Project. It shall be used for this purpose only.

Safety and Protection:

6.19 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

6.19.1 All employees on the work and other persons who may be affected thereby.

6.19.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

6.19.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.20 The CONTRACTOR will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER.

Emergencies:

6.21 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 & 12.

Shop Drawing and Samples:

6.22 After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9) three (3) copies (or at the ENGINEER'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.

6.23 The CONTRACTOR will also submit to the ENGINEER for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

6.24 At the time of each submission, the CONTRACTOR will in writing call the ENGINEER'S attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.

6.25 The ENGINEER will review with reasonable promptness Shop Drawings and samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the ENGINEER and will return the required number of

corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the ENGINEER. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the ENGINEER on previous submissions. The CONTRACTOR'S stamp of approval on any Shop Drawings or sample shall constitute a representative to the OWNER and the ENGINEER that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawings or sample with the requirements of the Work and the Contract Documents.

6.26 No Work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed by the ENGINEER. A copy of each Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6.27 The ENGINEER'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER'S attention to such deviation at the time of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

Cleaning Up:

6.28 The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of and final payment for the Project by the OWNER, the CONTRACTOR shall remove all his surplus and discarded materials excavated material and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall clean his portion of Work involved in any building under this Contract, so that no further cleaning by the OWNER is necessary prior to his occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.

6.29 Clean-up operations shall consistently be carried on by the CONTRACTOR at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the Work he shall remove all rubbish, tools, scaffolding, surplus materials, etc., and shall leave his work "broom clean", or its equivalent, unless more exactly specified elsewhere in the Contract. The CONTRACTOR shall do the cleaning for all trades upon completion of the Work.

6.30 General. In case of dispute, the OWNER may remove the rubbish and charge the cost to the CONTRACTOR as the ENGINEER shall determine to be just.

Public Convenience and Safety:

6.31 The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position at such locations as traffic demands in accordance with the MUTCD. At any time that streets are required to be closed, the CONTRACTOR shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. The CONTRACTOR shall keep the portion of the project being used by the public in satisfactory condition. It may become necessary for the CONTRACTOR to sweep the roadway surface to completely remove debris.

Sanitary Provisions:

6.32 The CONTRACTOR shall furnish necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the Public Authorities having jurisdiction. He shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

Indemnification:

6.33 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.34 In any and all claims against the OWNER or the ENGINEER or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.33 shall

not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.35 The obligations of the CONTRACTOR under paragraph 6.33 shall not extend to the liability of the Engineer's negligent acts, errors or omissions or those of his employees or agents.

Responsibility for Connecting to Existing Work:

6.36 It shall be the express responsibility of the CONTRACTOR to connect his Work to each part of the existing work or work previously installed as required by the Drawings and Specifications to provide a complete installation.

Work in Street, Highway and Other Rights-of-Way:

6.37 Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of the Contract Documents. The CONTRACTOR will be responsible for obtaining all permits necessary for the work. Upon completion of the Work, CONTRACTOR shall present to ENGINEER certificates, in triplicate, from the proper authorities stating that the Work has been done in accordance with their requirements.

6.37.1 The OWNER will cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.

6.37.2 The ENGINEER shall be responsible for obtaining elevations of curbs and gutters, pavement, storm drainage structures, and other such items which must be established by governmental departments as soon as grading operations are begun on the site and, in any case, sufficiently early in the construction period to prevent any adverse effect on the Project.

Cooperation with Governmental Departments, Public Utilities, Etc.:

6.38 The OWNER shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structure connected therewith, that are encountered in the work in order that such items may be properly shored, supported and protected, or the CONTRACTOR may relocate them if he so desires. The CONTRACTOR shall give all proper notices, shall comply with requirements of

such parties in the performance of his Work, shall permit entrance of such parties on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

6.38.1 The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

6.38.2 The CONTRACTOR shall have made himself familiar with all codes, laws, ordinances and regulations which in any manner affect those engaged or employed in the Work, or materials and equipment used in or upon the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding will be considered on account of his ignorance thereof.

Use of Premises:

6.39 CONTRACTOR shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and directions of ENGINEER and OWNER, and shall not unnecessarily encumber any part of site.

6.39.1 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

6.39.2 CONTRACTOR shall enforce OWNER'S instructions in connection with signs, advertisements, fires and smoking.

6.39.3 CONTRACTOR shall arrange and cooperate with OWNER in routing and parking of automobiles of his employees, subcontractors and other personnel and in routing material delivery trucks and other vehicles to the Project Site.

Protection of Existing Property Improvements:

6.40 Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings or structures (including portions thereof), trees, and shrubbery not indicated on the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project shall be restored to a condition equal to that existing at time of award of Contract.

Temporary Heat:

6.41 The General CONTRACTOR shall provide heat, fuel and services as necessary to protect all work and materials, within all habitable areas of permanent building construction, for all contracts against injury from dampness and cold until final acceptance of all work and materials for the Project, unless building is fully occupied by the OWNER prior to such acceptance, in which case the OWNER shall assume all expenses of heating from date of full occupancy. In areas outside those covered above, each prime contractor shall be responsible for providing such temporary heat, fuel and services as required to protect his work or shall make all necessary arrangements with the General CONTRACTOR for providing such temporary heat, fuel and services. Unless otherwise specifically permitted by Special Conditions, the permanent heating system shall not be used to provide temporary heat. CONTRACTOR'S proposed methods of heating shall be submitted for approval.

ARTICLE 7 - WORK BY OTHERS:

7.1 The OWNER may perform additional work related to the Project by himself, or he may let other direct contracts therefore which shall contain General Conditions similar to these. The CONTRACTOR will afford the other contractors who are parties to such direct contracts (or the OWNER, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his Work with theirs.

7.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other CONTRACTOR (or the OWNER), the CONTRACTOR will promptly report to the ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

7.3 The CONTRACTOR will do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the ENGINEER and of the other contractors whose work will be affected.

7.4 If the performance of additional work by other contractors or the OWNER is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the OWNER or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provide in Articles 11 and 12.

7.5 Where practicable, the CONTRACTOR shall build around the work of other separate contractors or shall leave chases, slots and holes as required to receive and to conceal within the general construction work the work of such other separate contractors as directed by them. Where such chases, slots, etc., are impracticable, the work shall require specific approval of the ENGINEER.

7.6 Necessary chases, slots and holes not built or left by the CONTRACTOR shall be cut by the separate contractor requiring such alterations after approval of the CONTRACTOR. The CONTRACTOR shall do all patching and finishing of his Work where cut by other contractors at the expense of such other contractors.

7.7 Cooperation is required in the use of site facilities and in the detailed execution of the Work. Each contractor shall coordinate his operations with those of the other contractors for the best interest of the Work in order to prevent delay in the execution thereof.

7.8 Each contractor shall keep himself informed of the progress of the work of other contractors. Should lack of progress or defective workmanship on the part of other contractors interfere with his operations, the CONTRACTOR shall notify the ENGINEER immediately. Lack of such notice to the ENGINEER will be construed as acceptance by the CONTRACTOR of the status of the work of other contractors as being satisfactory for proper coordination of his own work.

7.9 Each contractor shall give notices of the progress of his work so as to allow other contractors adequate opportunity to properly direct and coordinate their work. The CONTRACTOR shall give notices of the progress of his Work so that work of other contractors, when required to be concealed, may be placed before the general construction Work. All such notices shall be submitted to the ENGINEER with copies to other prime contractors on the Project sufficiently ahead of job progress to permit adequate time for the other prime contractors to coordinate their work.

7.10 The cost of extra work resulting from lack of notices, untimely notices, failure to respond to notices, defective work or lack of coordination shall be borne by the CONTRACTOR responsible for such lack of notices, etc.

ARTICLE 8 - OWNER'S RESPONSIBILITIES:

8.1 The OWNER will issue all communications to the CONTRACTOR through the ENGINEER.

8.2 In case of termination of the employment of the ENGINEER, the OWNER will appoint an engineer against whom the CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to

arbitration, if mutually agreeable.

8.3 The OWNER will furnish the data required of him under the Contract Documents promptly and shall make payments to the CONTRACTOR promptly after they are due as provided in Article 14.

8.4 OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1, 4.4 and the Special Conditions. Paragraphs 4.2 and 4.3 refer to OWNER'S identifying and making available to CONTRACTOR copies of surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.5 The OWNER'S responsibilities in respect of liability and property insurance are set forth in paragraph 5.4.

8.6 In addition to his rights to request changes in the Work in accordance with Article 10, the OWNER (especially in certain instances as provided in paragraph 10.4) will be obligated to execute Change Orders.

8.7 In connection with the OWNER'S right to stop Work or suspend Work; see paragraph 15.1. Paragraph 15.3 deals with the OWNER'S right to terminate services of the CONTRACTOR under certain circumstances.

8.8 The OWNER shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the ENGINEER may determine. See paragraph 14.11.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION:

Owner's Representative:

9.1 The ENGINEER shall be the OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of the ENGINEER as the OWNER'S representative during construction are set forth in Articles 1 through 17 of these General Conditions and shall not be extended without written consent of the OWNER and the ENGINEER.

9.1.1 The ENGINEER'S decision, in matters relating to aesthetics shall be final, if

within the terms of the Contract Documents.

9.1.2 Except as may be otherwise provided in this contract all claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of or relating to this agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

Visits to Site:

9.2 The ENGINEER will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make continuous on-site observations to check the quality or quantity of the Work. His efforts will be directed toward ascertaining on behalf of the OWNER that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the OWNER informed of the progress of the Work and will endeavor to guard the OWNER against defects and deficiencies in the Work of contractors.

Clarifications and Interpretations:

9.3 The ENGINEER will issue with reasonable promptness such written clarification or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

Measurement of Quantities:

9.4 All Work completed under the Contract will be measured by the CONTRACTOR according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

Rejecting Defective Work:

9.5 The ENGINEER will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not meet the requirements of any inspection, test or approval or has been damaged prior to final acceptance). He will also have authority to require special inspection or testing of the Work whether or not the

Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.6 In connection with the ENGINEER'S responsibility as to Shop Drawings and samples, see paragraphs 6.22 through 6.27, inclusive.

9.7 In connection with the ENGINEER'S responsibility for Change Orders; see Articles 10, 11, and 12.

9.8 In connection with the ENGINEER'S responsibilities in respect of Application for Payment, etc., see Article 14.

Resident Project Representative:

9.9 The OWNER or the ENGINEER will provide on-site representation sufficient to guarantee that construction is in general compliance with the construction drawings and the contract specifications.

Decisions on Disagreements:

9.10 The ENGINEER will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance hereunder. In his capacity as interpreter and judge, he will exercise his best efforts to insure faithful performance by both the OWNER and the CONTRACTOR. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the ENGINEER for decision; which he shall render in writing within a reasonable time.

9.11 Either the OWNER or the CONTRACTOR, if the other agrees, may request legal action with respect to any such claim, dispute or other matter that has been referred to the ENGINEER, except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.11, such legal action to be in accordance with Article 16. However, no request for legal action of any such claim, dispute or other matter shall be made until the earlier of (a) the date on which the ENGINEER has rendered his decision or (b) the tenth day after the parties have presented their evidence to the ENGINEER if he has not rendered his written decision before that date. No request for legal action shall be made later than thirty (30) days after the date on which the ENGINEER rendered his written decision in respect of the claim, dispute or other matter as to which legal action is sought; and the failure to request legal action within said thirty (30) days period shall result in the ENGINEER'S decision being final and binding upon the OWNER and the CONTRACTOR. If the ENGINEER renders a decision after legal proceedings have

been initiated, such decision may be entered as evidence but shall not supersede the legal proceedings, except where the decision is acceptable to the parties concerned.

Limitations on Engineer's Responsibilities:

9.12 Neither the ENGINEER'S authority to act under this Article 9 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any of their agents or employees or any other person performing any of the Work.

9.13 The ENGINEER will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.14 The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of his or their agents or employees, or any other person performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK:

10.1 Without invalidating the Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12. A Change Order signed by the CONTRACTOR indicates his agreement therewith.

10.2 The ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

10.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.21 and except as provided in paragraph 10.2.

10.4 The OWNER will execute appropriate Change Orders prepared by the

ENGINEER covering changes in the Work to be performed as provided in paragraph 4.4, and Work performed in an emergency as provided in paragraph 6.21 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the ENGINEER.

10.5 It is the CONTRACTOR'S responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such adjustment to the OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE:

11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without changing the Contract Price.

11.2 (a) The OWNER may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the Work within the general scope of the contract, including but not limited to changes:

(1) In the specifications (including drawings and designs);
(2) In the method or manner of performance of the work;
(3) In the Owner-furnished facilities, equipment, materials, services, or site; or
(4) Directing acceleration in the performance of the work.

(b) Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation or determination) from the OWNER, which causes any such change, shall be treated as a change order under this clause, provided that the CONTRACTOR gives the OWNER written notice stating the date, circumstances, and source of the order and that the CONTRACTOR regards the order as a change order.

(c) Except as herein provided, no order, statement, or conduct of the OWNER shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

(d) If any change under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: PROVIDED, HOWEVER, that except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more than 20 days before the CONTRACTOR gives written notice as therein required. And provided further, that in the case of defective specifications for which the

OWNER is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.

(e) If the CONTRACTOR intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the OWNER a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the OWNER. The statement of claim hereunder may be included in the notice under (b) above.

(f) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents by application of unit prices to the quantities of the items involved.

11.3.2 By negotiated lump sum.

11.3.3 The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus a fixed amount to be agreed upon to cover the cost of general overhead and profit to be negotiated.

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise maybe agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to salaries and wages plus the costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by OWNER.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturer's field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to OWNER who will then determine with the advice of ENGINEER, which Bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a Fee, the cost of the Work shall be determined in accordance with paragraphs 11.4 and 11.5.

11.4.4 Costs of special consultants (including but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travelling and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or other in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the cost of transportation, loading, unloading, installation, dismantling and removal thereof--all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall end when the use thereof is no longer necessary for the Work.

11.4.5.4 Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable imposed by any governmental authority.

11.4.5.5 Deposits lost for causes other than CONTRACTOR'S negligence, royalty payments and fees for permits and licenses. Costs for permits and licenses must be

shown as a separate item.

11.4.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of Work for the purpose of determining CONTRACTOR'S fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

11.5 The term cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals, (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 11.4.1 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than his office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR'S for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provide in subparagraph 11.4.5.9.)

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractors, or anyone

directly or indirectly employed by any of them or for whose acts any of them may be liable including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6 The CONTRACTOR'S Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows;

11.6.1 A mutually acceptable firm fixed price; or if none can be agreed upon,

11.6.2 A mutually acceptable fixed fee based on the estimate of the various portions of the Cost of the Work.

11.7 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

11.8 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

11.9 Allowances: It is understood that the CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such material men, suppliers, or Subcontractors and for such sums within the limit of the allowances as the ENGINEER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.9.1 These allowances shall cover the cost to the CONTRACTOR less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

11.9.2 The CONTRACTOR'S costs for unloading and handling on site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Price and not in the allowance.

11.9.3 Whenever the cost, as described in 11.9.1 above, is more than or less than the

allowance, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses, except that whenever unit price allowances are stipulated for brick, the Change Order will not include any cost as described in 11.5 above.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME:

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefore as provided in paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of the Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

12.4 No claim for delay shall be allowed because of failure to furnish Drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

12.5 This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

ARTICLE 13 - GUARANTY:

13.1 The CONTRACTOR shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the

system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs or adjustments, in the Work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

ARTICLE 14 - PAYMENTS AND COMPLETION:

Payments to Contractors:

14.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER or revise the partial payment estimate provides the same to the CONTRACTOR indicating in writing his reasons for refusing or revising payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within forty-five (45) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER may retain a portion of the amount otherwise due the CONTRACTOR. Except as State law otherwise provides, the amount the OWNER retains shall be limited to the following:

14.1.1 Withholding of not more than 5 percent of the payment claimed until work is 50 percent complete;

14.1.2 When Work is 50 percent complete, reduction of the withholding to 2.5 percent of the dollar value of all Work satisfactorily completed to date, provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding and the same is requested by the CONTRACTOR in writing;

14.1.3 When the Work is substantially complete (operational or beneficial occupancy), the withheld amount shall be further reduced below 5 percent to only that amount necessary to assure completion.

14.1.4 The OWNER may reinstate up to 5 percent withholding if the OWNER

determines, at its discretion, that the CONTRACTOR is not making satisfactory progress or there is other specific cause for such withholding.

Contractor's Warranty of Title:

14.2 The CONTRACTOR warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the OWNER prior to the making of the Application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens") and that no work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the Site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Approval of Payments:

14.3 The ENGINEER'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the OWNER, based on the ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application of Payment and the supporting data, that the Work has progressed to the point indicated; That, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval), and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment, the ENGINEER shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction or that he has made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to be paid to him on account of the Contract Price, or that title to any Work, materials, or equipment has passed to the OWNER free and clear of any Liens.

14.4 The CONTRACTOR shall make the following certification on each request for payment:

"I hereby certify that the labor and materials listed on this request for payment has been used in the construction of this work or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location; and payment received from the last request for payment has been used to make payments to all first-tier subcontractors and suppliers except as listed below."

14.5 The ENGINEER'S approval of final payment shall constitute an additional representation by him to the OWNER that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.11 have been fulfilled.

14.6 The ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the OWNER. He may also refuse to approve any such payment, because of subsequently discovered evidence or the results of subsequent inspections or tests nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the OWNER from loss because:

14.6.1 The Work is defective, reasonable doubt exists to the integrity, or completed Work has been damaged requiring correction or replacement,

14.6.2 The Work for which payment is request cannot be verified,

14.6.3 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,

14.6.4 The Contract Price has been reduced because of Modifications,

14.6.5 The OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.1,

14.6.6. Of unsatisfactory prosecution of the Work, including failure to clean up as required by paragraphs 6.29 and 6.30,

14.6.7. Of persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents,

14.6.8. Of liquidated damages payable by the CONTRACTOR or,

14.6.9. Of any other violation of, or failure to comply with, the provisions of the Contract Documents.

14.7 Prior to Substantial Completion, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the Work. Such use shall not constitute and acceptance of such portions of the Work.

14.8 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection

of the Work, or restoration of any damaged Work, except such as may be caused by agents or employees of the OWNER.

14.9 Upon completion and acceptance of the Work, the ENGINEER shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within forty-five (45) days of completion and acceptance of the Work.

14.10 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the Contract Documents by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

Acceptance of Final Payment as Release:

14.11 When all items of work are completed to the satisfaction of the ENGINEER and the ENGINEER has been advised by the CONTRACTOR that a final inspection is desired, time will be suspended until final inspection is conducted and for an additional 14 calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 14-day suspension all necessary items of work have not been completed, time changes will resume. If the specified completion date had not been reached at the time the CONTRACTOR called for a final inspection, the calendar day difference between the specified completion date and the date the CONTRACTOR called for a final inspection will be added after the 14-day period before starting liquidated damages. If a project is on liquidated damages at the time a final inspection is scheduled, liquidated damages will be suspended until the final inspection is conducted and for seven (7) calendar days after the CONTRACTOR has been notified in writing of the results of the inspection.

If after the end of the 7-day suspension all necessary items of work have not been completed, liquidated damages will resume. When final inspection has been made by the ENGINEER and all items of work have been completed, the daily time charge will cease.

14.12 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this Work and for every act and neglect of the OWNER and others relating to or arising out of this Work. Any payment however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION:

Owner May Suspend Work:

15.1 The OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the CONTRACTOR and the ENGINEER which shall fix the date on which Work shall be resumed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided in Articles 11 and 12.

Work During Inclement Weather:

15.2 No Work shall be done under these Specifications except by permission of the OWNER when the weather is unfitting for good and careful work to be performed. Should the severity of the weather continue, the CONTRACTOR, upon the direction of the OWNER, shall suspend all work until instructed to resume operations by the OWNER and the Contract Time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the CONTRACTOR. Any compensation for repairs or replacements shall be subject to approval of the OWNER.

Owner May Terminate:

15.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property; or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or he disregards laws,

ordinances, rules regulations or orders of any public body having jurisdiction, or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the Contract Documents, then the OWNER may without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety seven days written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR or the Surety will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a Change Order.

15.4 Where the CONTRACTOR'S services have been so terminated by the OWNER, said terminations shall not affect any rights of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the OWNER due the CONTRACTOR will not release the CONTRACTOR from liability.

15.5 Upon seven days written notice to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

Removal of Equipment:

15.6 In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR if notified to do so by the OWNER, shall promptly remove any part or all of his equipment and supplies from the property of the OWNER. Should the CONTRACTOR not remove such equipment and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

Contractor May Stop Work or Terminate:

15.7 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any Application for Payment within sixty (60) days after it is submitted, or the OWNER fails to pay the CONTRACTOR any sum approved by the ENGINEER or awarded by court ruling

within forty-five (45) days of its approval and presentation, then the CONTRACTOR may, upon seven (7) days written notice to the OWNER and the ENGINEER, and if the OWNER or ENGINEER fails to reasonable respond in writing, terminate the Agreement and recover from the OWNER payment for all Work executed and any expense sustained plus a reasonable profit. In addition, and in lieu of terminating the Agreement, if the ENGINEER has failed to act on an Application for Payment or the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon seven (7) days' notice to the OWNER and the ENGINEER stop the Work until he has been paid all amounts then due.

Owner Furnished Equipment:

15.8 In case the OWNER furnishes equipment to the CONTRACTOR to install but fails to deliver it to the CONTRACTOR as required and in case such failure causes the CONTRACTOR additional expense or need for extension of time, the CONTRACTOR may make such claims upon the OWNER and obtain adjustments as provided herein.

Liquidated Damages:

15.9 If the CONTRACTOR shall fail to complete the work within the contract time, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the Contract Documents for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract Documents.

ARTICLE 16 - DISPUTE SETTLEMENT:

16.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.11, shall be decided in a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS:

17.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

17.2 If the OWNER fails to make payment forty-five (45) days after payment is due, in addition to other remedies available to the CONTRACTOR, there shall be added to each such progress payment, interest at 1% per month commencing on the first day after said payment is due and continuing until the payment is received by the

CONTRACTOR.

17.3 All Specifications, Drawings and copies thereof furnished by the ENGINEER shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

17.4 The duties and obligations imposed by these General Conditions, and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.36 and 14.3 and the rights and remedies available to OWNER and ENGINEER there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the CONTRACT DOCUMENTS.

17.5 Should the OWNER or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employee or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.6 The CONTRACT DOCUMENTS shall be governed by the law of the place of the Project.

Progress Charts and Requirements for Overtime Work

17.7 The CONTRACTOR shall within 5 days or within such time as determined by the OWNER after date of commencement of work prepare and submit to the OWNER for approval a practicable schedule, showing the order in which, the CONTRACTOR proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plans and equipment) and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The CONTRACTOR shall enter on the chart the actual progress at such intervals as directed by the OWNER and shall immediately deliver to the OWNER three (3) copies thereof. If the CONTRACTOR fails to submit a progress schedule within the time herein prescribed, the owner may withhold approval of progress payment estimates until such time as the CONTRACTOR submits the required progress schedule.

17.8 If, in the opinion of the OWNER, the CONTRACTOR falls behind the progress schedule, the CONTRACTOR shall take such steps as may be necessary to improve his progress and the OWNER may require him to increase the number of shifts, or overtime operations, days of work, or the amount of construction plant, or update the progress schedule to reflect increased production for meeting the completion

date, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the OWNER.

17.9 Failure of the CONTRACTOR to comply with the requirements of the OWNER under this provision shall be grounds for determination by the OWNER that the CONTRACTOR is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination the OWNER may terminate the CONTRACTOR'S right to proceed with the work or any separable part thereof in accordance with the clause of the contract entitled, "Termination for Default-Damages for Delay - Time Extensions.

17.10 Should the Contractor fail to complete the work within the specified time, or within any extra time allowed under these specifications, a sum of money, determined by the following schedule, shall be deducted from any funds due the Contractor, the Owner shall have the right recover the said sum or sums from the Contractor or from the surety, or from both. The amounts of these deductions are to cover the liquidated damages to the Owner incurred by additional or other expenses due to the failure of the Contractor to complete the work or any part of the work within the time specified, and such deductions are not to be considered penalties.

17.11 The damages indicated above shall be considered as liquidated damages for the loss to the OWNER on account of the expense due to the employment of Engineers and their assistants and to any others expenses incurred after the expiration of the Contract time as determined by the ENGINEER in section 14.11

17.12 Work requiring the presence or services of the ENGINEER, based-solely on the opinion of the ENGINEER, will not be permitted on Sunday or holidays observed by the State unless the ENGINEER determines that an emergency or necessity exits. 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 if this Contract in amounts not less than the following:

Bodily injury liability in the amount of FIVE HUNDRED THOUSAND DOLLARS ($500,000) for each person and ONE MILLION DOLLARS ($1,000,000) for each accident and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS ($500,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total for aggregate limit of FIVE HUNDRED THOUSAND DOLLARS ($1,000,000) for all damages arising out of injury to or destruction of property during the policy period.
The Comprehensive Public Liability and Property Damage policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

a. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.
b. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
c. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.

C. CONTRACTOR'S Contingent or Protective Liability and Property Damage:

In case part of this Contract is sublet, the **CONTRACTOR** shall secure

contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of $500,000/$1,000,000 for Public Liability Insurance and $500,000/$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.

D. Automotive Public Liability and Property Damage

The **CONTRACTOR** shall maintain automobile public liability insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS ($500,000) for injury to one person and ONE MILLION DOLLARS ($1,000,000) for one accident; and automobile property damage insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS ($500,000) for one accident to protect him from any and all claims arising from the use of the following:

a. **CONTRACTOR'S** own automobiles and trucks.
b. Hired automobiles and trucks.
c. Automobiles and trucks owned by Subcontractors.

The aforementioned is to cover use of automobiles and trucks on and off the site of the Project.

E. OWNER'S Protective Liability Policy

The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds in amounts not less than the following:

a. Bodily Injury in the amount of ONE MILLION DOLLARS ($1,000,000) for each person and ONE MILLION DOLLARS ($1,000,000) for each accident and property damage liability in the amount of FIVE HUNDRED THOUSAND DOLLARS ($500,000) for all damages arising out of an injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS ($1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

CLEANING UP

The CONTRACTOR shall, at all times, keep the premises free from accumulations of waste materials and at the completion of the work, be shall remove all his rubbish, tools, temporary buildings, etc. from and about the site and shall leave his work "broom" clean

unless more exactly specified elsewhere. All glass shall be washed and left free from stains of any nature.

SPECIAL INSTRUCTIONS

LIMITATIONS

During construction, care is to be taken to prevent damage to the work in place. As soon as work is completed, all work is to be thoroughly cleaned. Before completion, all damaged work is to be repaired and left in perfect condition. The CONTRACTOR will be responsible for all clean up of the premises. All trash, etc. will be hauled away from the site, and the site left in a clean and neat condition. Alcoholic beverages of any type will not be permitted on job site.

PRODUCT/MATERIALS SUBSTITUTION

CONTRACTOR will submit prior to starting work on project any changes to materials specified. CONTRACTOR will submit all specification data, company name, and supplier of material that he wishes to substitute. All material will be evaluated. CONTRACTOR will be given approval/disapproval by OWNER. No substitutes will be taken into consideration after work has begun, no substitutes will be allowed if CONTRACTOR does not submit specification data within time allowed.

INSPECTION

All work covered by these specifications shall be subject to inspection by OWNER or his authorized representative. CONTRACTOR will coordinate with OWNER for inspections as required during construction and furnish to the OWNER in writing a project schedule prior to mobilization of work at the job site.

SPECIFICATIONS AND DRAWINGS ARE RECIPROCAL

The specifications and drawings are intended mutually to explain each other and anything which is referred to in the specifications and not shown on the drawings shall be considered as being shown and mentioned and referred to in both of these documents. Such work shall be done and performed accordingly. Any drawing attached to this specification form is an integral part thereof and where such drawings, if any, differ from these specifications, the specifications shall govern.

AS-BUILT DRAWINGS

Occasionally, during the course of construction, modifications and changes may occur due to site conditions, unforeseen circumstances and problems encountered. This may

result in a modification of construction as originally depicted on drawings. Contractor will furnish the OWNER a marked-up set of prints in red line of all changes and/or modifications that pertain to this contract. Drawings will be labeled. "AS-BUILT DRAWINGS".

GUARANTEES, WARRANTIES AND BONDS

1. All work will be guaranteed by the CONTRACTOR for a period of one (1) year from the date of substantial completion.
2. Wording for the notarized guarantee shall be as follows:
   "We hereby guarantee all work performed by us on the above captioned project to be free from defective materials and workmanship for a period of one (1) year, or such longer period of time as may be called for in the Contract Documents for such portions of the work."
3. Guarantee Compliance:
   Except as otherwise specified, all work shall be guaranteed by the CONTRACTOR and through him each sub-contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of substantial completion of the Contract. In case of work performed by his sub-contractors, the CONTRACTOR shall secure warranties from said sub-contractors and deliver copies of the same to the OWNER upon completion of the work. If, within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the OWNER'S opinion, are rendered necessary as the result of use of materials, equipment or workmanship which are inferior, defective or not in accordance with terms of the Contract: CONTRACTOR shall promptly upon receipt of OWNER'S written notice, and without expense of the OWNER;
   a. Place in satisfactory condition in every particular all such guaranteed work, correct all defects therein.
   b. Make good all damage to the building, site, equipment or building contents which in the OWNER'S opinion is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with terms of the Contract.
   c. Make good any work or material or the equipment and contents of building or site disturbed in fulfilling such guarantee.

   In any case where fulfilling the requirements of the Contract, or any guarantee embraced in or required thereby, the CONTRACTOR disturbs any work guaranteed under another's Contract, he shall restore such disturbed work to condition satisfactory to the OWNER and guarantee such restored work to the same extent as it was guaranteed under such other contract. If the CONTRACTOR, after notice, fails to proceed promptly to comply with terms of the guarantee, the OWNER may have the defects corrected and the CONTRACTOR and his surety shall be liable for all expense incurred. All special guarantees applicable to definite parts of the work that may be stipulated in the specification or other Contract Documents shall be subject to the terms of this Specification

Section during the first year of the life of such special guarantees. All guarantees and warranties shall be obtained in the OWNER'S name and evidence thereof shall be promptly delivered to the OWNER'S Representative for transfer to the OWNER.

CLOSE-OUT DOCUMENTS

In general documents for close out, to be submitted by the CONTRACTOR to the OWNER, prior to final payment, shall be; but not limited to the following:

1. APPLICATION FOR PAYMENT: AIA Document G-702
2. CERTIFICATE OF SUBSTANTIAL COMPLETION: AIA Document G-704
3. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS:
   AIA Documents G-706 and G-706A: The Contractor shall furnish these AIA Documents complete with attached notarized full release of liens, damages, and a guarantee that all materials and labor are paid in accordance with Contract Documents with the following wording:
   "WE HEREBY CERTIFY THAT ALL BILLS FOR LABOR AND MATERIALS INCORPORATED INTO THE ABOVE CAPTIONED PROJECT UNDER OUR CONTRACT HAVE BEEN PAID AND THAT THE OWNER IS RELEASED FROM ANY AND ALL CLAIMS AND/OR DAMAGES UNDER THIS CONTRACT."
4. CONSENT OF SURETY COMPANY TO FINAL PAYMENT: AIA Document G-707
   To be completed in full by the Bonding Company.
5. CONTRACTOR'S NOTARIZED STATEMENT:
   Notarized statement that project has been constructed in accordance with Contract Documents.
6. CONTRACTOR'S NOTARIZED STATEMENT OF GUARANTEE/S:
   All work will be guaranteed by the Contractor for a period of one (1) year from the date of substantial completion. Wording will be as follows:
   "WE HEREBY GUARANTEE ALL WORK PERFORMED BY US ON ABOVE CAPTIONED PROJECT TO BE FREE FROM DEFECTIVE MATERIALS AND WORKMENSHIP FOR A PERIOD OF ONE (1) YEAR, OR SUCH LONGER PERIOD OF TIM 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 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 Measurement and Payment section of the specifications.

2. References Amended to mean Engineer

Any reference in the above-mentioned specifications to Commission, Director, Chief Engineer, Testing Engineer, or Project Engineer shall be amended in these specifications to mean the Engineer, or his duly authorized representative, of the City of HATTIESBURG.

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From:

cc:

Date: **Tuesday, November 19, 2024**

Re: **Acknowledge bids received on October 31, 2024, for repairs to City Hall and accept the base bid in the amount of $334,000.00 and alternate #1 in the amount of $249,900.00 for a total of 583,900.00 from BW Sullivan Contractors as the lowest and best bid and authorize the Mayor to execute construction contracts and all necessary agreements for related purposes.**
File Number: 2024-686
Minute Book #

Summary
Acknowledge bids received on October 31, 2024, for repairs to City Hall and accept the base bid in the amount of $334,000.00 and alternate #1 in the amount of $249,900.00 for a total of 583,900.00 from BW Sullivan Contractors 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 that this item be approved.

Please place this on the November 19, 2024 City Council meeting for consideration.

verb
architecture

Repairs to Hattiesburg City Hall								
Project No: 24-01 | Project Address: 200 Forrest Street, Hattiesburg, MS 39401								
BID TABULATION								
October 31, 2024 at 10:00am								
Contractor	Resp. No.	Base Bid	Alt 1 (Roof)	Alt 2 (Admin)	Unit Pri 1	Unit Pr 2	#Days	Add
BW Sullivan Contractors	04203-MC	$334,000.00	$249,900.00	$151,800.00	18/SF	700/LF	150	YES
Hub City Construction	R17619	$360,100.00	$263,100.00	$170,000.00	23.5/SF	611/LF	150	NO

Certified to be a true and accurate tabulation of all bids received, to the best of my knowledge and belief:
Verb Architecture



Rion Snowden, Architect

127 Buschman Street, Suite 30, Hattiesburg, MS 39401 | (855) 422 8372 | verbarchitecture.com

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From:

cc:

Date: **Tuesday, November 19, 2024**

Re: **Acknowledge receipt of the Building for the Arts Grant awarded by the Mississippi Arts Commission for renovations at 825 Main Street, The Rebecca Stark Johnson Community Arts Center, and authorize the Mayor to sign and execute all necessary documentation.**
File Number: 2024-664
Minute Book #

Summary
Acknowledge receipt of the Building for the Arts Grant awarded by the Mississippi Arts Commission for renovations at 825 Main Street, The Rebecca Stark Johnson Community Arts Center, and authorize the Mayor to sign and execute all necessary documentation.

Recommendation Statement
I recommend this item to be placed on the City Council Agenda for consideration.

Please place this on the November 19, 2024 City Council meeting for consideration.

MISSISSIPPI
ARTS COMMISSION

11/04/2024

Mrs Emily Gallaspy
825 Main Street
Hattiesburg, MS 39402

RE: GRANT# 25-12141914-AI/BFA

Dear Mrs Emily Gallaspy:

Congratulations! MAC has approved your Building Fund for the Arts (BFA) request for $300,000.00 to expand studio and classroom space and install air conditioning. Please note that this is a multi-year grant, beginning November 1, 2024 and ending June 30, 2026. Please do the following, **immediately:**

1) After reviewing the following contract, you'll need to get it signed by your organization's Authorizing Official. You can sign the contract electronically using Adobe Acrobat Reader.
2) Next, find the area in your dashboard that says "**Follow Up Forms**" and click the form titled "**Contract Upload**."
3) Upload your signed contract and W9 in the designated areas and submit the form. **You have 30 days to sign and upload your contract and W9.**

Attached to your email notification is a packet entitled: "**Steps to Managing Your BFA Grant**." This grants management packet is very important and should be saved as part of your records throughout the grant period. In it you will find directions to set up Paymode (our grant payment system) and other steps necessary to properly manage your grant.

Say thank you to those who make MAC grants possible! Within the **"Steps to Managing Your BFA Grant"** packet, you will also find contact information for state legislators and as well as MAC's Board of Commissioners. Please be sure to thank them (and save a copy to show us!) for making MAC's grant programs possible, and let them know how important MAC grants are to your work.

Grant Reporting: Your BFA grant has mid-point and final report requirements. Please review the attached "Steps to Managing Your BFA Grant" and the "Follow Up Forms" section of your dashboard in E-grant for more information. **Your final report is due no later than 30 days after the completion of your project, or by May 15, 2026, whichever comes first.** The report can be found in the "Follow Up Forms" section of your dashboard in the E-grant system.

Sincerely,

David Lewis
Executive Director
Mississippi Arts Commission

Mississippi Arts Commission
Building Fund for the Arts (BFA) Grant Contract

In accordance with the laws of the State of Mississippi, the Mississippi Arts Commission ("MAC") hereby agrees to provide support in an amount not to exceed $300,000.00 to **City of Hattiesburg DBA Hattiesburg Community Arts Center** ("grantee"), UEI# N4XZJLJ9AVM1 for application **25-12141914-AI/BFA** to expand studio and classroom space and install air conditioning.

It is understood that support for this grant is provided on the basis of the application submitted by grantee and is subject to the policies of MAC's and to the following terms and conditions:

1. The grantee, under this program, will spend funds solely for the purpose set forth in grant number **25-12141914-AI/BFA**.

2. The grantee will provide matching financial support in this grant program as described in MAC's BFA Grant guidelines. In the event the grantee fails to raise the necessary matching funds, MAC will provide only a proportionate payment for the actual match from the grantee. The grantee's match should be in hand at the time of award and in accordance with the **Building Fund for the Arts Guidelines and Grant Application, House Bill 1822: Laws of Mississippi 2024**.

3. The grantee has agreed to complete the work as outlined in their application. In the event the grantee is unable to complete the project due to an act or regulation of any public authority, or on account of war, labor difficulties, strikes, riots, epidemics, interruptions of transportation services, or an act of God or other causes beyond grantee's control, MAC shall be obligated to make the payment only to the extent that the grantee has reasonably incurred expenses or obligations that could not have been discharged otherwise.

4. The grantee must submit a final report on the grant-funded project to MAC within 30 days after the ending date of the project or by **June 30, 2026**, whichever comes first. If the project is scheduled to end after May 15, 2026, grantee has five days after the scheduled project end date to complete the report. The report will consist of a comprehensive written evaluation and account of the project expenses. Failure to submit the final report and close out the grant in a timely manner will result in forfeiture of the grantee's final payment and jeopardize future funding.

5. The grantee must comply with all mid-point reporting requests made by MAC board and staff members.

6. All financial accounting shall be subject to an audit by MAC or the appropriate agencies of the federal government or the state. The grantee will be responsible for the safekeeping and the identification of financial records that support the financial statements of the project. Further, the grantee will keep these records on file for a period of three (3) years after the end of the project.

7. It is understood by the grantee that all of MAC's financial obligations outlined in this contract are granted on the condition that the agency receives a sufficient level of financial support from the National Endowment for the Arts and the Mississippi State Legislature.

8. By execution of this contract the grantee assures and certifies that it is not on the debarred or suspended list (System for Award Management (SAM) Exclusions) and is eligible to receive federal and state funds.

9. The grant award may be used for the construction of new buildings and facilities for the presentation, teaching or exhibition of the arts in any and all of its forms and furniture, equipment, and/or technology for such buildings or facilities. The grant award may also be used for repair, upgrading, expansion, renovation, or enhancement of existing buildings for the presentation, teaching, or exhibition of the arts in any and all of its forms, and permanently fixed furniture, equipment, or technology for such buildings.

10. Grantee agrees to adhere to The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings for appropriate treatment of all historic structures. Please consult with the Mississippi Department of Archives and History (MDAH) Historic Preservation Division prior to making any significant changes to a historic structure. To determine a building's historic status, search the MDAH Historic Resources Inventory Database.

11. It is understood that matching funds raised prior to applying for the grant may be used, but that money may not be spent until execution of this contract. Project expenses incurred before the beginning of the grant period cannot be counted as part of the grantee's matching funds.

12. The grantee agrees to maintain matching funds and BFA grant funds in a single, separate bank account used only for the purposes of the stated project. The matching funds must be demonstrated to be in hand before initial grant payment is disbursed. State funds may not be used as matching funds.

13. Once MAC approves the request, the grantee will receive the total award payment upon receipt of the required information (demonstration of match, signed contract, and W-9).

14. As part of their project, any grantee that is a unit of local government must follow current state laws (Mississippi State Code 31-7-13) governing bidding construction work or purchases.

15. The grantee agrees to notify MAC in writing, including using a Grant Change Form, to receive advance permission from the agency before making any changes in the personnel, activities, timeline, or budget of the project.

16. The grantee agrees to permit a review of the project, without charge, upon the request of any member of MAC's Board of Commissioners or staff.

17. It is understood that funds, materials, property, or services provided directly or indirectly under this agreement shall not be used for any partisan political activity or promotion; activities of a primarily sectarian or religious nature; furthering the election or defeat of any candidate for public office; or to lobby members of the U.S. Congress or federal agencies.

18. The grantee agrees to recognize MAC's support in all published material or publicity about the project. The recognition should include MAC's logo (see Brand Guide) or read as follows: **"This project is supported by funding from the Mississippi Arts Commission, a state agency."** When written programs are not used, credit should be given verbally.

19. The grantee agrees to comply with the requirements set forth in MAC's grant guidelines and with all other rules and regulations that may be adopted by the agency.

The grant award will be made in two payments to the grantee. MAC will send 75% of the award no earlier than two weeks prior to the listed project start date. The remaining 25% will be made once the project is completed and the grantee submits a completed and correct final report form.

The contract is made and entered on 11/04/2024. Failure to sign and return this contract within 30 days of receipt may result in cancellation of the grant.



David Lewis
Executive Director
Mississippi Arts Commission

Catherine Mercier
City of Hattiesburg DBA
Hattiesburg Community Arts
Center

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Kermas Eaton, City Clerk**

cc:

Date: **Tuesday, November 19, 2024**

Re: **Ratification of an agreement between the City of Hattiesburg and UKG (Kronos) for workforce management onboarding services.**
File Number: 2024-690
Minute Book #

Summary
Ratification of an agreement between the City of Hattiesburg and UKG (Kronos) for workforce management onboarding services.

Recommendation Statement
I recommend approval of this item.

Please place this on the November 19, 2024 City Council meeting for consideration.

Docusign Envelope ID: AE54E472-BFBB-4417-AB09-BFA9D7553E21

ORDER FORM

Quote#: Q-259027
Expires: 30 Aug, 2024
Sales Executive: Jason Coppi
Effective Date: Effective as of the date of last signature of this Order

Order Type: Quote
Date: 24 Jul, 2024

Customer Legal Name:
CITY OF HATTIESBURG

Customer Legal Address:
200 FORREST ST, HATTIESBURG, MS 39401 USA

Bill To: CITY OF HATTIESBURG
200 FORREST ST
HATTIESBURG, MS 39401 USA

Ship To: CITY OF HATTIESBURG
200 FORREST ST
HATTIESBURG, MS 39401 USA

Bill To Contact:

Ship To Contact: Kermas Eaton

Ship to Phone: 601-545-4540
Ship to Mobile:
Contact: Kermas Eaton
Email: keaton@hattiesburgms.com

Currency: USD
Customer PO Number:
Solution ID: 6110151
Initial Term: 60 months
Uplift Percent: 8 %

Shipping Terms: Shipping Point
Ship Method: FedEx Ground
Freight Term: Prepay & Add
Renewal Term: 12 months
Payment Terms: Net 30 Days

Billing Start Date: 120 Days from the Effective Date
Data Center Location: USA

Subscription Services

Billing Frequency: Monthly in Arrears

Subscription Services	Quantity	PEPM	Monthly Price
UKG PRO TIMEKEEPING HOURLY	700	USD 5.70	USD 3,990.00
UKG PRO ABSENCE	700	USD 1.43	USD 1,001.00
UKG PRO WORKFORCE MANAGEMENT ANALYTICS	700	USD 1.20	USD 840.00

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Subscription Services	Quantity	PEPM	Monthly Price
Total Price			**USD 5,831.00**

Professional Services - Fixed Fee

Billing Frequency: Billed based on defined milestone

Professional Services - Fixed Fee	Billing Role	Quantity	Unit Price	Total Price
UKG PRO WORKFORCE MANAGEMENT USER ADOPTION ASSESSMENT	User Adoption Consultant	1	USD 3,000.00	USD 3,000.00
UKG PRO WORKFORCE MANAGEMENT TRAIN THE TRAINER PACKAGE	User Adoption Consultant	1	USD 3,000.00	USD 3,000.00
UKG PRO WORKFORCE MANAGEMENT FF ONBOARDING SERVICES	Grouped	1	USD 50,000.00	USD 50,000.00
UKG PRO WORKFORCE MANAGEMENT FF ONBOARDING SERVICES	Grouped	1	USD 9,000.00	USD 9,000.00
Total Price				**USD 65,000.00**

Quote Summary

Item	Total Price
Total Monthly SaaS and Equipment Rental Fees	USD 5,831.00

Item	Total Price
Total Fixed Fees	USD 65,000.00

Order Notes:

After the Initial Term, the Subscription Fee shall increase per annum by the Uplift amount set forth above. GENERAL TERMS: This Order is subject to and governed by the terms and conditions of UKG's Master Services Agreement ("Agreement") located at: www.ukg.com/msa UKG will provide the Services in accordance with the Services Descriptions and Statements of Work located at: www.ukg.com/services-descriptions All Customer Data (as defined in the Agreement) will be secured and protected as set forth in the Technical and Organizational Measures of UKG's Data Processing Addendum. Any personal data provided to UKG through the Subscription Services will be processed in accordance with UKG's Data Processing Addendum located at: www.ukg.com/ukg-unified-dpa

The Statement of Work for Migration Launch Services for UKG Migration Launch Statement of Work for City of Hattiesburg to this order form is incorporated herein by reference.

Before including any health related questions in UKG Pro Timekeeping please consult with your legal counsel to ensure you are compliant with applicable privacy laws and regulations.

The parties agree that Customer is migrating from their existing Software as a Service applications (the "Existing Applications") to the UKG Pro Workforce Management Software as a Service offering ("Pro WFM"). Customer's Software as a Service Agreement governing

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the Existing Applications will continue for up to two payroll cycles within 60 days after migration to Pro WFM, but in no event beyond December 31, 2025. After such period, Customer's rights to use the Existing Applications will be terminated, unless otherwise noted herein. Pro WFM Monthly Service Fees shall be invoiced at the Billing Frequency indicated on this Order Form, commencing on the Billing Start Date. As of the Billing Start Date, UKG will credit Customer for any pre-paid but unused Monthly Service Fees for Existing Applications being migrated. Customer may apply credits against any amounts owed to UKG by Customer until such credit is expended. Customer understands that they remain responsible for payment of Monthly Service Fees on the Existing Applications until the Pro WFM Billing Start Date.

Milestone payment terms for the Fixed-Fee implementation services outlined below shall be as follows:
• User Adoption, Train the Trainer [USD $6,000.00], and Initial Onboarding [USD $50,000.00] shall be due Upon Order Execution
• Final Onboarding [USD $9,000.00] shall be due 6 months after Order Execution All other payment requirements shall be as outlined on this Sales Order.

Customer acknowledges that should the project implementation be delayed by Customer, payment of any remaining milestone payments (or balance) outlined on this Order shall be due and payable net 30 days after notice by UKG of Customer's delays.

If Customer terminates the Professional Services for convenience as provided for in this Agreement, Customer will be responsible to pay for all milestones completed as well as a prorata portion of any milestones in progress calculated by multiplying UKG's then-current hourly rate by the number of actual service hours performed by UKG toward completion of the inprogress milestone, not to exceed the amount of the milestone.

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IN WITNESS WHEREOF, the parties have caused this Order to be executed by their authorized representatives and shall be effective as of the date of the last signature below.

CITY OF HATTIESBURG		UKG Kronos Systems LLC	
Signature:	Kermas Eaton	Signature:	Signed by: Debra Carriere 7074C511ADA043B...
Name:	Kermas Eaton	Name:	Debra Carriere
Title:	City Clerk	Title:	Principal Order Processing Analyst
Date:	9-13-24	Date:	13-Sep, 2024

The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term.

UKG is aligning our product brand and announcing that the UKG Dimensions® and UKG Pro® solutions will be one product suite under the name UKG Pro. Click here to learn more and view examples of current to future names

https://www.ukg.com/one-suite#WhatproductnamesarechangingunderUKGDimensions

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UKG Migration Launch Statement of Work for City of Hattiesburg

This Statement of Work (SOW) outlines the scope of services to be provided by UKG for the implementation of the Subscription Service(s) in the corresponding Order and is subject to the terms and conditions set forth in the UKG Master Services Agreement (MSA) or such other existing underlying agreement between Parties. The SOW shall apply to this Order and shall supersede any Statement of Work linked in the Order. The scope of services described herein are fixed price based and subject to the same terms and conditions as the corresponding Order. Unless otherwise defined herein, words and expressions defined in the Order shall have the same meaning in this Statement of Work.

1. Introduction to Launch

UKG's Launch methodology provides a framework for how the project will progress during Customer's deployment. The project team follows this framework to transition Customer's applicable functions from the legacy provider(s) to the UKG Subscription Service(s). The Launch methodology includes the following phases:

Launch Phase	Description
Welcome	This phase includes UKG's internal readiness and team assignments, Customer preparation and access to Subscription Service(s), project team kick off, and initial project planning.
Requirements	This phase includes reviewing and assessing Customer's current process and policy information to ensure the best fit between Customer's business requirements and the UKG Subscription Service(s).
Build	This phase includes configuring Customer's Subscription Service(s), migrating applicable data from legacy system(s), building integrations to/from third-party systems, and unit testing to ensure each iteration delivers a fully configured component of the system.
Test	This phase includes Customer's User Acceptance Testing (UAT) for the applicable UKG Subscription Service(s).
Go Live	This phase includes UKG assisting Customer with the first live processing, the rollout of the Subscription Service(s) and transition to UKG support.

2. Subscription Service(s) in Scope

The following Subscription Services are in scope and will be configured in accordance with the Launch methodology and assumptions described in this document.

Subscription Service	Project Launch Type	Go Live Phase
UKG Pro Workforce Management- Timekeeping	Migration	Phase 1
UKG Pro Workforce Management- Accruals	Migration	Phase 1
UKG Pro Absence- Attendance	Migration	Phase 1
UKG Pro Absence- Leave	Migration	Phase 1
UKG Pro Workforce Management Analytics	Net New	Phase 2

3. Launch Parameters

The following parameters support UKG's Launch methodology and provide an additional set of considerations as it applies to the Project, the Subscription Service(s), and Professional Services described in this document.

Launch Item	Guidelines
Project Launch and Completion	• UKG will support one (1) Launch Go Live for the Subscription Service(s) in the Order. • A "Migration" Launch assumes existing configuration will be moved "as-is" from the legacy system where possible and does not include additional services to introduce or retool workflows or policies during the migration • A "Net New" Launch assumes configuration for a previously unlicensed or unconfigured Subscription Service • The typical Phase 1 Launch duration is four to six (4-6) months from project kick-off. • Kick-off for the Phase 2 Launch, if applicable, will be scheduled within one (1) month of the Phase 1 Launch Go Live. The typical Phase 2 Launch duration is one to three (1-3) months from Phase 2 kick-off depending upon specific Subscription Service(s) purchased. • Launch services for each phase end when the scope of services are completed or expire six (6) months after the project kick-off, whichever comes first.

Launch Item	Guidelines
Launch Pricing	• Fixed Fee Launch pricing for the scope of services described herein is based on typical Launch duration identified in this SOW and assumes Customer will have established standardized HR, pay, and/or time policies/practices for employees included within the Order. • Launch services will be delivered as one continuous project. If any necessary Customer information, data, materials, access, cooperation and/or personnel is incomplete or delayed, UKG reserves the right to place the project on hold, reassign resources, and amend the quoted pricing accordingly. • Material scope changes impacting project resource requirements and/or Launch duration, including interfaces not specified in this SOW, will require a separate Service Request.
Work Hours	• UKG will perform work during standard business hours, Monday through Friday from 8:00 a.m. to 5:00 p.m. in the Customer's primary time zone. • Work outside of the standard business hours must be mutually agreed upon in advance and requested with enough notice to ensure resource availability.
Customer Tasks and Communication	• Customer will complete tasks and training as indicated in the Roles and Responsibilities section of this document and as assigned in the final project plan by mutually agreed upon due dates. • Customer's project manager is the appointed point of contact for Customer on this project. Customer's project manager will be responsible for all communications and project management among all Customer parties (staff, vendors, consultants) and for the escalation and resolution of any issues for Customer.
Travel and Access	• All project tasks are completed through UKG's remote deployment model unless otherwise mutually agreed to in advance or via an authorized Service Request order. • Customer will provide UKG resources with access to necessary infrastructure to complete project tasks. Remote access will be granted using industry standard tools (GoToMyPC, PCAnywhere, etc.). • Travel expenses are not included and will be invoiced separately as incurred. Customer is responsible for airfare, lodging, and related travel expenses incurred while UKG resources are traveling for Customer's business. All travel and expenses are billed at actual costs incurred. UKG resources will book travel through UKG's preferred travel management company.

4. Roles, Responsibilities, and Deliverables

A successful Launch assumes Customer participation throughout each phase of the project. Roles and responsibilities for both UKG and Customer are described below along with primary Launch deliverables and acceptance criteria.

Launch Phase	UKG	Customer	Deliverables
Welcome	• Review Statement of Work (SOW), contract documents and resource assignments with Customer • Facilitate and participate in the kick-off meeting • Assist in defining Customer resources and training plan as part of the project plan • Provide Customer access to the Subscription Service(s) as contracted in the Order	• Validate Statement of Work (SOW), contract documents and resource assignments • Share project goals/success criteria with UKG project team • Participate in the kick-off meeting • Ensure key project resources attend recommended training course(s) throughout implementation	• Statement of Work (SOW) and contract documents reviewed and align with those received with the Order • Resource assignments, training plan, and initial project plan delivered and align with project goals/success criteria shared with UKG project team • Access to the UKG Subscription Service(s) obtained as contracted in the Order
Requirements	• Review legacy system setup and identify if configuration changes are needed in new system due to differences in functionality. • Review any necessary configuration changes with Customer and determine how to best configure the new system to meet their needs. • Guide Customer in gathering	• Review legacy system setup to identify outdated or unused items that should not be brought over to the new system. • Partner with UKG to review any configuration changes needed due to differences in functionality between the legacy system and the new system. • Gather policy/procedure documentation and business use	• Updated project plan delivered detailing activities and primary milestones • Legacy system setup reviewed to determine how it will transfer to the new system. • Data collection process complete • Testing strategy workshop(s) delivered • Project scope document

Launch Phase	UKG	Customer	Deliverables
	business requirements for Net New Subscription Services • Conduct workshops to define testing strategy • Lead and participate in the documentation of project assumptions, risks, and configuration needs based on completed requirements and UKG recommended configurations • Create project scope document detailing the results of the requirements phase and provide Customer with a detailed project plan	cases to complete data collection process for Net New Subscription Services • Describe expected solution, business process(es), and business rules for all employee groups in scope • Facilitate rapid review, feedback, and signoff on all project documentation as required to meet project deadlines • Participate in the documentation of project assumptions, risks, and configuration needs	delivered
Build			
	• Complete mutually agreed upon UKG configuration tasks and complete unit testing to validate configuration • Share data mapping process and field specifications with Customer • Configure interfaces as defined in this document • Supply technical support for UKG network infrastructure	• Complete mutually agreed upon Customer configuration tasks and complete unit testing to validate configuration • Provide data translations and field mapping defaults for all required fields • Supply technical support for system integration/data conversion, system networking and any Customer hardware • Review configuration and agree to proceed to Test phase	• Unit testing completed and configuration validated for Subscription Service(s) • Data mapping process and field specifications shared supporting the provisioning of data necessary for required fields • Interfaces are configured and align with those defined in the SOW
Test			
	• Assist Customer with interface, system, functional, and conversion (if applicable) User Acceptance testing (UAT) per the defined testing strategy • Resolve Customer-reported defects	• Perform interface, system, functional, and conversion (if applicable) User Acceptance testing (UAT) per the defined testing strategy • Report and retest identified defects	• User Acceptance testing (UAT) completed and Customer's authorization to proceed to Go Live received
Go Live			
	• Provide production support and post-live support for transition to UKG's Support Services team	• Execute manager and end-user training • Validate Subscription Service(s) and mutually agree to proceed with Go Live	• First live date has been achieved

5. Project Team Composition

UKG will provide experienced resources and subject matter experts (SMEs) specializing in specific areas of the Launch associated with the Subscription Service(s) purchased. Customer will also provide resources and subject matter experts (SMEs) to support implementation of the Subscription Service(s) purchased or as otherwise mutually agreed to in the project plan.

UKG may use trained and approved consulting services resources ("Certified Partners") to assist in the performance of the Launch or consulting services under the Order. Customer hereby authorizes access by UKG, its affiliates, and Certified Partners to Customer information necessary to perform such Professional Services which may include access to Customer's Confidential Information and Customer Data.

UKG Resource	Key Responsibilities
Service Manager	• Act as UKG project sponsor responsible to gain commitment for all project resources
Project Manager	• Serve as primary point of contact responsible for achieving project objectives by coordinating with all project resources on the timely completion of project tasks

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UKG Resource	Key Responsibilities
	• Develop and manage project schedule. Communicate overall project status and provide project reporting. • Serve as initial point of escalation for all project related issues. Identify and develop project risk mitigation plan and coordinate activities needed for resolution.
Integration Consultant	• Create and deliver all in-scope integrations • Work together with Customer and 3rd-party vendors (if applicable) to determine requirements for file automation; initiates and manages the setup of data exchange services
User Adoption Consultant	• Serve as primary point of contact to advise designated Customer resources responsible to support the delivery of change management
Workforce Management Consultant	• Primary point of contact for workforce management Subscription Services configuration life cycle per the Launch methodology

Customer Resource	Key Responsibilities
Executive Sponsor	• Act as Customer project sponsor responsible to gain commitment for all project resources • Provide executive-level support to the project team • Ensure the needs of the project team are well represented and met by the steering committee
Project Manager/Lead	• Serve as primary point of contact responsible for achieving project objectives by coordinating with Customer project resources on the timely completion of project tasks • Communicate overall project status and provide project reporting to Customer steering committee if applicable • Identify and manage project risks and serve as Customer's initial point of escalation for all project related issues and coordinate activities needed for resolution • Channel the team's activities toward Subscription Service(s) configuration and executing the project
Education and Change Management Resource	• Act as Customer's primary resource and designated decision maker for end user training and change management
System Administrator	• Serve as Customer's primary resource(s) for Subscription Service(s) configuration and on-going system support and knowledge
Technical Resource	• Serve as Customer's primary resource(s) for technical issues related to integrations, network, Subscription Service(s) security, and data conversion when applicable
HR Subject Matter Expert	• Customer's primary HR representative and designated decision maker
Workforce Management Subject Matter Expert	• Customer's primary workforce management representative and designated decision maker
Other Subject Matter Experts	• Other subject matter experts, as needed, to act as a primary resource and designated decision maker for their specialty area

6. Professional Services and Subscription Service Assumptions

The following assumptions were used to formulate the Order and this SOW. Changes to these assumptions may require a separate Service Request resulting in additional costs and delayed timelines.

Professional Training and User Adoption Services	Assumptions
Training	UKG will: • Provide a product learning plan to prepare your project team during the Launch via the UKG Community. Specific courses are required during each phase of the Launch to minimize the amount of time between training delivery date and real-life system usage. • Provide access to learning resources like job aids and videos for end users, superusers and administrators. • Provide ongoing, post-live access to formal and informal learning for administrators and superusers to keep up to date with releases, quarter/year end and best practices.

Professional Training and User Adoption Services	Assumptions
User Adoption Assessment Workshop	UKG will: • Conduct one (1) workshop(s) during Phase 1 • Deliver workshop for up to fifteen (15) participants each to evaluate and assess Customer's user adoption needs • Provide access to user adoption action plan, adaptable change management and user training templates
Train the Trainer Consulting Workshop	UKG will: • Conduct one (1) workshop(s) during Phase 1 • Deliver workshop for up to fifteen (15) participants focused on user training delivery for manager and employee roles • Provide standard hands-on exercises with the most common tasks for managers • Provide access to editable PowerPoint and participant guide from the Manager Tasks and Outcomes course

Professional Testing Services	Assumptions
User Acceptance Testing (UAT) Support	UKG will: • Provide an overview of the UAT process, including testing tools and the approach to be used for issue management • Supply stock baseline test cases to validate system functionality and provide general guidance to aid Customer in writing and executing test cases specific to their business • Offer consultation and provide issue support during the testing phase • Secure final confirmation from Customer to validate system readiness prior to Go Live Note: • Customer has declined the option to purchase supplemental testing services offered by UKG and/or their certified partners and is fully prepared to support the UAT phase of the project with internal resources. Doing so may impact the timeline of this project. If any necessary Customer testing is incomplete or delayed, UKG reserves the right to place the project on hold, reassign resources, and amend the quoted pricing accordingly.

Professional Integration and Technical Services	Assumptions

Phase 1 Technical Services	UKG will provide the following as part of the Phase 1 migration Launch:
	• Strategic Technical Advisor to guide Customer in single sign-on (SSO) and migration of up to five (5) time collection devices with knowledge transfer enabling Customer to migrate the remaining
	• Workforce Central Customer Historical Access including:
	  o Historical access setup services with upgrade for read-only reporting to Customer's existing instance of Workforce Central
	  o Hardware recommendations and assistance with restoring the UKG database on-premise
	  o Installation/upgrade of base Workforce Central applications (if applicable)
	  o Moving reports (including custom if applicable) to the historical environment
	  o Excluded from scope: Modules such as Workforce Device Manager, Workforce Integration Manager, custom features, and Single Sign On

Phase 1 Flat-File Integration Templates	UKG will deliver the following standard integration templates as part of the Phase 1 migration Launch (flat-file integration templates are delivered via encrypted flat-file through a secure FTP site and processed as a scheduled event): • One (1) Employee Data Import • One (1) Payroll Export • One (1) Accrual Balance Export UKG will deliver up to four (4) of the following tailored integration templates as part of the Phase 1 migration Launch: • Punch Data Import • Punch Data Export

Professional Integration and Technical Services	Assumptions
	• Attendance Balance or Event Import • Attendance Balance or Event Export • Leave Case Import • Leave Case Export • Any additional interfaces will be analyzed and a cost will be provided •

The following Subscription Service(s) will be delivered in accordance with the Go Live Phase(s) identified in section 2 of this SOW.

Subscription Services	Assumptions
UKG Pro Workforce Management Analytics	UKG will: • Deploy an industry best practice dataview and reports package, which leverages standard KPIs (Key Performance Indicators) available in UKG Pro Workforce Management • Deploy Auditor dashboard and drill through dataviews • Load pay code mappings required to configure the standard KPIs • Deliver value assessment using client data to highlight results and opportunities for improvement

7. Service Requests

Requests for changes to this SOW, additional scope, or activities outside of this planned project scope must be submitted to the UKG project manager in writing or in the form of an electronic Service Request.

The following excluded items are considered out of scope and will require a Service Request ("Excluded Items"):

- Material changes in the scope or effort
- Material changes in the number or type of deliverables to meet the defined scope of effort
- Changes to the project resource requirements
- Changes to the Launch duration

UKG will assess the time needed to implement the Service Request, its impact on the project's delivery, and will quote the Service Request based on current rates. UKG will perform the requested work once the Service Request has been completed and signed by the Customer. UKG will not be responsible for troubleshooting Subscription Service(s), interfaces or hardware not provided by UKG.

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Sylvester London, Division Manager**

cc: **Ronnie Perkins, Director of Public Works**

Date: **Tuesday, November 19, 2024**

Re: **Acknowledge receipt of Bids received on October 31, 2024, for various Public Services Term Bids and accept the bids as per recommendation in the attached memorandum.**
File Number: 2024-665
Minute Book #

Summary
Acknowledge receipt of bids received on October 31, 2024, for various Public Services Term Bids and accept the bids as per recommendation in the attached memorandum.

Recommendation Statement
I recommend approval of this item.

Please place this on the November 19, 2024 City Council meeting for consideration.

SPECIFICATIONS FOR ITEM #8: FURNISH TOWING SERVICES FOR CITY-OWNED VEHICLES

Bidder shall bid on furnishing towing services for city-owned vehicles which meet or exceed the following specifications, to-wit:

1. The successful bidder will provide services on a twenty-four (24) hour, seven (7) days a week basis. Response to all calls shall be made in a reasonable time frame not to exceed one (1) hour from request for service.

2. Provided services shall include lifting, pulling and/or winching vehicles from any point required by the City of Hattiesburg and towed to destination designated by the City. No additional charges such as dolly fees or winching fees, will be allowed.

3. The successful bidder must perform towing services for all calls and must own towing equipment capable of lifting and towing vehicles up to 80,000 pounds.

4. Successful vendor must meet all State and City licenses, permits or ordinances and insurance requirements.

5. Unit bid prices offered for each unit shall cover services provided within the corporate limits of the City of Hattiesburg. Services performed outside the corporate city limits shall be based upon mileage traveled from city limits to pick-up point.

6. All bids shall be submitted using the following format:

UNIT DESCRIPTION	BASE IN-TOWN BID PRICE	OUT-OF-TOWN PER-MILE COST
Motorcycles	70.00	70 + 2.50 per mile
Cars	70.00	70 + 2.50 per mile
Vans	70.00	70 + 2.50 per mile
Mass Transit Buses	100.00	100 + 2.50 per mile
Light Trucks	100.00	100 + 2.50 per mile
Medium Truck to 20,000 lbs	150.00	150 + 2.50 per mile
Heavy Trucks to 80,000 lbs	N/A	
Cost of additional wrecker unit(s) when required		
Small	70.00	

Wrecker		
Large Wrecker		

601's Towing
NAME OF COMPANY
1919 Hill Street
STREET/P.O. ADDRESS
Hattiesburg Ms 39402
STATE & ZIP CODE
601-264-9900 601-261-0336
PHONE NUMBER & FAX NUMBER
10/31/24
DATE OF BID
Angela Cheek owner
OFFICIAL'S NAME & TITLE
Angela Cheek
OFFICIAL'S SIGNATURE
10/31/2024

PRICES shall be FIRM for a period beginning on November 1, 2024, and ending October 31, 2026, services to be furnished as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, October 31, 2024, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner EXACTLY as follows:

BID
TOWING SERVICES FOR THE CITY-OWNED VEHICLES, ITEM #8
SUBMITTED BY 10:00 A.M. OCTOBER 31, 2024

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 8th day of October A. D., 2024.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____

CITY CLERK

SPECIFICATIONS APPROVED BY:

_____

PUBLIC SERVICES DEPARTMENT

ITEMS	PRICE PER CUBIC YARD
CLASS AA@ - 4500 PSI (2.00 CEMENT FACTOR)	$170.00
CLASS AA@ - 4000 PSI (1.75 CEMENT FACTOR)	$165.00
CLASS AA@ - 3500 PSI (1.65 CEMENT FACTOR)	$160.00
CLASS AB@ - 3000 PSI (1.50 CEMENT FACTOR)	$155.00
CLASS AB@ - 3500 PSI W/ PEA GRAVEL (1.50 CEMENT FACTOR)	$165.00
CLASS AC@ - 2500 PSI (1.25 CEMENT FACTOR)	$150.00
CLASS AD@ - 2000 PSI (1.00 CEMENT FACTOR)	—
SIX BAG PEA GRAVEL GROUT MIX	$165.00
FIBER MESH ADDED TO MIX	$7.00 /lb
2% CALCIUM CHLORIDE ADDED	$7.00
ON 11-1-25 INCREASE BY $10.00 TOTAL	

DELTA INDUSTRIES
NAME OF COMPANY

423 COLE RD
STREET/P.O. ADDRESS

HATTIESBURG MS 39402
CITY/STATE & ZIP CODE

601-544-7069
PHONE NUMBER & FAX NUMBER

10-30-24
DATE OF BID

ALBERT WILLIAMS - AREA MANAGER
OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

10/3/2024

PUBLIC SERVICES DEPARTMENT, ITEM #20
SUBMITTED BY 10:00 A.M. OCTOBER 31, 2024

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 8TH day of October A. D., 2024.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____
CITY CLERK

SPECIFICATIONS APPROVED BY:

_____
PUBLIC SERVICES DEPARTMENT

ITEM #20 - READY MIX CONCRETE FOR THE PUBLIC SERVICES DEPARTMENT

SPECIFICATIONS FOR ITEM #20: READY MIX CONCRETE FOR THE PUBLIC SERVICES DEPARTMENT

Bidder shall bid on Ready Mix Concrete meeting the requirements of Section 800 of the Mississippi Highway Department Specifications of 1990 or latest revisions.

Class AA@ concrete 2.00 cement factor-compressive strength in 28 days of 4500 PSI

Class AA@ concrete 1.75 cement factor-compressive strength in 28 days of 4000 PSI

Class AA@ concrete 1.65 cement factor-compressive strength in 28 days of 3500 PSI

Class AB@ concrete 1.50 cement factor-compressive strength in 28 days of 3000 PSI

Class AB@ concrete 1.50 cement factor-compressive strength in 28 days of 3500 PSI, with pea gravel for washed aggregate use

Class AC@ concrete 1.25 cement factor-compressive strength in 28 days of 2500 PSI

Class AD@ concrete 1.00 cement factor-compressive strength in 28 days of 2000 PSI

Six bag pea gravel grout mix

Fiber mesh added to mix per cubic yard

BIDDER shall quote additional cost per yard for 2% calcium chloride for all classes of concrete contained herein.

Ready mix concrete furnished not to exceed 20% per yard fly

ash-Class AC@.

BIDDER shall quote prices per Cubic Yard.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on November 1, 2024, and ending October 31, 2026, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: F.O.B. Hattiesburg, Mississippi, to job site.

SEALED bids will be received until 10:00 A.M., Thursday, October 31, 2024, in the City Clerk=s Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner EXACTLY as follows:

BID
READY MIX CONCRETE -

DELTIND365 TCOOPER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Terry Cooper, CIC, CISR, CPIW, PIAM
Fisher Brown Bottrell Insurance P. O. Box 1490 Jackson, MS 39215	PHONE (A/C, No, Ext): (601) 960-8285 FAX (A/C, No): (601) 208-3085 E-MAIL ADDRESS: tcooper@fbbins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : Great American Insurance Company	16691
INSURER C : Colony Specialty Ins Company	36927
INSURER D : Westchester Fire Insurance Company	10030
INSURER E :	
INSURER F :	

INSURED

Delta Industries, Inc.
PO Box 1292
Jackson, MS 39215

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			GLO593898913	2/1/2024	2/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO			BAP593899013	2/1/2024	2/1/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			TUU478499516	2/1/2024	2/1/2025	EACH OCCURRENCE	$ 15,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 15,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A		WC593898813	2/1/2024	2/1/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Leased/Rented			IM2566472	2/28/2024	2/28/2025	Any One Item	250,000
D	Excess Umbrella Liab			G72508212004	2/1/2024	2/1/2025	Occurrence/Aggregate	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability contains blanket additional insured wording on a primary/non-contributory basis including products-completed operations and a blanket waiver of subrogation when required by written contract. General Liability does not contain Habitional or Independent Contractor exclusions. Contractual Liability provided by CG0001. Auto Liability policy contains blanket additional insured wording on a primary and non-contributory basis and a blanket waiver of subrogation when required by written contract. No Automobile Physical Damage or Hired/Non-Owned Coverage applies. Workers' Compensation policy includes a blanket waiver of subrogation when required by written contract.. Umbrella offers additional named insured. All coverages are subject to policy terms, conditions and exclusions. Contractor's Equipment includes blanket loss payee. Thirty day notice of cancellation applies to the certificate holder when required by written contract. Ten day notice of cancellation applies to non-payment of premium.

CERTIFICATE HOLDER

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jerry Veazey Jr.

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Insured: Delta Industries, Inc.

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 5938989-13	Effective Date: 02/01/2024

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

   a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

   b. The ISO CG 20 37 (10/01 edition),

   such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

   (1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

   (2) "Your work", with respect to Paragraph **1.b.** above,

   which is the subject of the written contract or written agreement.

   However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

   (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

   (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

   a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

   b. The ISO CG 20 37 (07/04 edition),

   such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

   (1) Your acts or omissions; or

   (2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph 2.a. above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Insured: Delta Industries, Inc.

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO593898913	02/01/2024	02/01/2025		38235000	$ INCL	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition:**

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Insured: Delta Industries, Inc.

Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO593898913	02/01/2024	02/01/2025		38235-000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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Insured: Delta Industries, Inc.

Coverage Extension Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP593899013	02/01/2024	02/01/2025		38235-000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

   The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:
   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

   (1) Overdue lease or loan payments at the time of the "loss";

   (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

   (3) Security deposits not returned by the lessor;

   (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

   (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

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(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. **Personal Effects Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. **Tapes, Records and Discs Coverage**

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

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K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is $5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

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agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

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U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Notification to Others of Cancellation

ZURICH

Delta Industries, Inc.

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
BAP593899013	02/01/2024	02/01/2025		38235000	$ INCL	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
AS REQUIRED BY WRITTEN CONTRACT. NAMES ON FILE	30
WITH THE COMPANY	

All other terms and conditions of this policy remain unchanged.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS OR ORGANIZATIONS. APPLIES WHEN REQUIRED BY A WRITTEN CONTRACT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/01/2024 Policy No. WC 593898813 Endorsement No.

Insured Delta Industries, Inc. Premium $

Insurance Company Zurich American Ins Company Countersigned By _____

WC 00 03 13
(Ed. 4-84)

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 01 A**

(Ed. 2-89)

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

1. **Alternate Employer**

   AN ALTERNATE EMPLOYER WITH WHOM YOU HAVE A WRITTEN CONTRACT REQUIRING THIS POLICY TO APPLY AS IF THE ALTERNATE EMPLOYER IS AN INSURED.

   Address

2. **State of Special or Temporary Employment**

   MS

3. **Contract or Project**

   ANY CONTRACT IDENTIFIED IN ITEM 1 OF THE SCHEDULE OR PROJECT WHICH IS THE SUBJECT OF THE CONTRACT IDENTIFIED IN ITEM 1 OF THE SCHEDULE.

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BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

PART SIX
CONDITIONS

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
   a. Must be provided to us prior to cancellation or non-renewal;
   b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
   c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
   a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
   b. At least 30 days prior to the effective date of:
      (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
      (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
   a. Extend the policy cancellation or non-renewal date;
   b. Negate the cancellation or non-renewal; or
   c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/01/2024 Policy No. WC 593898813 Endorsement No.
Insured Delta Industries, Inc. Premium $

Insurance Company Zurich American Insurance Company

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500	ASTM #5	$54.90
560	~~57~~ LIMESTONE ~~#57~~	
570	~~67~~ ~~CONCRETE~~ #57	$54.90
599	12@ TOWER, #1 CRUSHER RUN	
610	610 MS A-BASE	$52.90
670	#67	$54.90
882	AHD CSB TY, A/COE #3	
700	ASTM #7	$55.90
821	1/4" MOD	$52.90
890	ASTM #89	$55.90
	TOTAL BID PRICE	

All Prices are quoted delivered to James St.

PLANT LOCATION
157 Chevis Lee Rd
Petal, MS

SALES Admin
Stephanie Johnson
(504) 231-6450
johnsonst@vmcmail.com

Vulcan Materials Co
NAME OF COMPANY

605 Base OR
STREET/P.O. ADDRESS

Laurel, MS 39440
CITY/STATE & ZIP CODE

601-941-5989
PHONE NUMBER & FAX NUMBER

10/30/24
DATE OF BID

David Jones / SALES
OFFICIAL'S NAME & TITLE

David Jones
OFFICIAL'S SIGNATURE

jonesda@vmcmail.com

Ronnie Graham
10/31/2024

* FULL TRAILER LOAD MINIMUM ORDERS REQUIRED FOR DELIVERY *
APPROX 25 TONS

599	12@ TOWER, #1 CRUSHER RUN	890	ASTM #89

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

DELIVERY: F.O.B. Hattiesburg, Mississippi, Public Services Barn, 1202 James Street. All deliveries shall be within thirty (30) days from receipt of Purchase Order. Successful bidder shall be responsible for site delivery including unloading of rail car.

PRICES shall be FIRM for a period beginning on November 1, 2024, and ending October 31, 2026, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, October 31, 2024, in the City Clerk=s Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City=s requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner EXACTLY as follows:

BID

ROCK FOR RIPRAP -

PUBLIC SERVICES DEPARTMENT, ITEM #24
SUBMITTED BY 10:00 A.M. OCTOBER 31, 2024

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 8TH day of October A. D., 2024.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____
CITY CLERK

SPECIFICATIONS APPROVED BY:

_____
PUBLIC SERVICES DEPARTMENT

ITEM #24: ROCK FOR RIPRAP FOR THE PUBLIC SERVICES DEPARTMENT

CODE	DESCRIPTION	PER TON
RIPRAP	100 LB, 200 LB, & 300 LB	$66.40
300	ASTM #8 #24	$54.90
400	AHD 4/AREA	$54.90

SPECIFICATIONS FOR ITEM #24: ROCK FOR RIPRAP FOR THE PUBLIC SERVICES DEPARTMENT

Bidder shall bid on furnishing Rock for Riprap for the Public Services Department, which meets or exceeds the following specifications to-wit:

SCOPE

This specification covers the quality of rock to be used in the construction of rock riprap.

QUALITY

Individual rock fragments shall be dense, sound and free from cracks, seams and other defects conducive to accelerated weathering. The rock fragments shall be angular to subrounded in shape. The least dimension of an individual rock fragment shall be not less than one-third the greatest dimension of the fragment.

Except as provided below, the rock shall have the following properties:

a. Bulk specific gravity (saturated surface-dry basis) not less than 2.5.

b. Absorption not more than 2 percent.

c. Soundness: Weight loss in 5 cycles not more than 10 percent when sodium sulfate is used or 15 percent when magnesium sulfate is used.

The bulk specific gravity and absorption shall be determined by ASTM Method C 127. The test for soundness shall be performed by ASTM Method C 88 for coarse aggregate modified as follows:

The test sample shall not be separated into fractions. It shall consist of 5000 +/- 300 grams of rock fragments, reasonably uniform in size and shape and weighing approximately 100 grams each, obtained by breaking the rock and selecting fragments of the required size.

After the sample has been dried, following completion of the final test cycle and washing to remove the sodium sulfate or magnesium sulfate, the loss of weight shall be determined by subtracting from the original weight of the sample the final weight of all fragments which have not broken into three or more pieces.

The report shall show the percentage loss of weight and the results of the qualitative examination.

Rock that fails to meet the requirements stated in a, b, and c above, may be accepted only if similar rock from the same source has been demonstrated to be sound after five (5) years or more of service under conditions of weather, wetting and drying, and erosive forces similar to those anticipated for the rock to be installed under this specification.

GRADATION FOR RIPRAP

STONES, WEIGHT, LBS.	CUMULATIVE PERCENT LIGHTER BY WEIGHT
200	100
80	50 - 100
40	15 - 50
10	0 - 15

STONES, WEIGHT, LBS.	CUMULATIVE PERCENT LIGHTER BY WEIGHT
140	100
60	50 - 100
30	15 - 50
10	0 - 15

NOTE: Spalls and rock dust that will pass a 3" sieve shall consist of more than 5% by weight.

CRUSHED LIMESTONE			
CODE	DESCRIPTION	CODE	DESCRIPTION
300	ASTM #3	610	610 MS A-BASE
400	AHD 4/AREA	670	#67
500	ASTM #5	882	AHD CSB TY, A/COE #3
560	56 LIMESTONE	700	ASTM #7
570	67 CONCRETE	821	1/4" MOD

QUOTATION

Vulcan Materials Company and Subsidiaries

Date: 10/30/2024
Quote #: 1305670537
Account: 136062

ACCOUNT : CITY OF HATTIESBURG **QUOTE NAME :** City of Hattiesburg - Nov 1, 2024-Oct 31, 2025

Bill-To Address: PO BOX 1898
HATTIESBURG MS 39403

Attn: . David Jones

Ship-To Address: 1202 James Street
HATTIESBURG MS 39401

Effective Date: 10/31/2024
Expiration Date: 11/15/2024
Upon Acceptance Price Valid Until: 11/15/2024

Sales Representative: David Jones
Phone: +1 (601) 941-5989
Email: jonesda@vmcmail.com

100 - Aggregates

Plant	Product ID	Product Name	Qty	U/M	Unit Price	Haul Rate	Delivered
HATTIESBURG SALES YARD	15071	MS 610	1	TON	$47.00	$5.90	$52.90
HATTIESBURG SALES YARD	22071	DOT 24	1	TON	$49.00	$5.90	$54.90
HATTIESBURG SALES YARD	24161	4 Wash	1	TON	$49.00	$5.90	$54.90
HATTIESBURG SALES YARD	25161	5 Washed	1	TON	$49.00	$5.90	$54.90
HATTIESBURG SALES YARD	25291	57 Washed	1	TON	$49.00	$5.90	$54.90
HATTIESBURG SALES YARD	26291	67 Washed	1	TON	$49.00	$5.90	$54.90
HATTIESBURG SALES YARD	27271	7 Washed	1	TON	$50.00	$5.90	$55.90
HATTIESBURG SALES YARD	28341	89 Washed	1	TON	$50.00	$5.90	$55.90
HATTIESBURG SALES YARD	30041	1/4in MOD	1	TON	$47.00	$5.90	$52.90

HATTIESBURG SALES YARD	46001	MDOT 300 lb	1	TON	$59.50	$6.90	$66.40
HATTIESBURG SALES YARD	47001	MDOT 100 lb	1	TON	$59.50	$6.90	$66.40
HATTIESBURG SALES YARD	47031	MDOT 200 lb	1	TON	$59.50	$6.90	$66.40

SPECIAL INSTRUCTIONS

Trailer load minimum required.

Prices quoted above do not include any state or local sales and use tax, if any applies for this project.
Prices quoted are for shipments during normal daytime working hours unless other shipping hours are mutually agreed upon in writing by bothparties.

Prices are FOB your jobsite as stated above. Terms are Net 15 prox. Please note standard terms and conditions apply. (Subject to credit approval)

This quote is limited to acceptance within 30 days from the date of this quotation after which time quotation is subject to review/revision. Please contact Sales prior to placing the order.

Accepted by: _____ **Date:** _____

Sales Representative: _____ **Date:** _____

We appreciate the opportunity to provide you this quote and trust that Vulcan will have the pleasure of serving your needs for this and future projects.

GENERAL TERMS AND CONDITIONSPRICES AND TERMS

Prices are based on the terms and conditions set forth on page 1 of this Quotation, of which these General Terms and Conditions form a part, the terms and conditions stated in Customer's Application for Business Credit, and, if applicable, any terms and conditions relating to the delivery or shipment of materials by truck, barge, vessel, rail or other means which are provided by Vulcan to Customer in addition to this Quotation (each, a "Vulcan Sales Document", and collectively, the "Vulcan Sales Documents"). Prices are available only to the customer specifically named therein, and are only for the quantities mentioned in such Quotation or Sales Order plus or minus 10% of such quantities. A charge of 1.5% per month, (18% annum), will accrue on a daily basis from the date of invoice and will continue to accrue on a daily basis on any unpaid balance, both before and after judgment, until the date the balance is paid in full, or at the maximum amount permitted by law in which the sale occurred, whichever is less. However, the assessment of a finance charge on invoices paid in full by the payment due date will be waived. Quotation is offered for furnishing the total aggregate requirements for the project only. Customer's contract with Vulcan regarding the sale by Vulcan to Customer of the materials listed in this Quotation is subject to the terms and conditions set forth in the Vulcan Sales Documents. Prices reflect Customer's acceptance of materials at the quoted plant based upon gradation analysis performed and reported by Vulcan's certified plant quality control personnel. Any penalties that result from in place sampling shall be the full responsibility of Customer.

THE TERMS AND CONDITIONS OF THE VULCAN SALES DOCUMENTS GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES
If Customer has issued a purchase order for the materials quoted by Vulcan in this Quotation, this Quotation is not an acceptance of said purchase order, or any of its terms or conditions, which are hereby rejected. Any sale by Vulcan to Customer of the materials listed in this Quotation shall be subject to the terms and conditions set forth in the Vulcan Sales Documents, and Customer's receipt or acceptance of said materials shall constitute acceptance of the offer that this Quotation constitutes. Any terms or conditions of a subsequent purchase order issued by Customer that are inconsistent with the terms and conditions of the Vulcan Sales Documents shall be null and void.

SHIPMENT AND DELIVERY
Unless a "delivered" price is quoted by Vulcan in the Vulcan Sales Documents, all prices are F.O.B. point of shipment from the locations designated. All taxes applicable to the sale or delivery of materials that are not paid directly by Customer will be added to the sales price, invoiced to and paid by Customer, unless Customer provides Vulcan with satisfactory evidence of exemption from same. Shipment will be in accordance with Customer's reasonable instructions or, if none, then by whatever means Vulcan shall deem practicable. The quantities of material delivered to Customer shall be conclusively presumed to be the quantities shown on the tickets produced from a certified weigh scale at Vulcan's quarry or sales yard.

CREDIT AND DEFAULT
Vulcan shall have no obligation to ship or deliver except upon its determination prior to each shipment or delivery that Customer is worthy of the credit to be extended and is not in default upon any obligation to Vulcan. Upon default, Customer agrees to pay all of Vulcan's collection expenses, including attorneys' fees.

INSURANCE
A Memorandum of Insurance containing current information regarding Vulcan's insurance program is available at
https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=632529479

EXCULPATORY PROVISIONS
Vulcan shall have no liability for delay or failure to make shipments, or delivery, as a result of strikes, labor problems, severe weather conditions, casualty, mechanical breakdown or other conditions beyond Vulcan's reasonable control. In no event shall Vulcan be liable for any incidental or consequential damages. Vulcan's liability and Customer's exclusive remedy for any cause of action arising out of the provision of material quoted herein shall be the replacement of, or payment of the purchase price for, the materials which are the subject of this Quotation

CHANGE OF TERMS
Vulcan may change the price and/or quantity upon 30 days' notice to Customer. Vulcan shall also have right to change, modify or amend any other terms and conditions upon written notice of such change to customer. The effect of the change shall be as stated in the written notice and accepted by Customer upon placing of orders with seller following receipt of such notice.

APPLICABLE LAW
All orders are subject to acceptance by Vulcan at the headquarters of its Mountain West Division in Phoenix, Arizona, and the laws of the state in which the materials was shipped from shall apply to the sale of all materials subject hereto. In the event material is imported into the U.S., the law in the state in which the material was sold to the customer will prevail. All disputes regarding finance charges shall be governed by Alabama law

LIMITED WARRANTY AND WARRANTY DISCLAIMER
Vulcan warrants for a period of one (1) year from date of delivery only that the material sold hereunder substantially complies with Vulcan's specifications for said material or the specifications set forth in Vulcan's quotation. **VULCAN HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATED ABOVE.** In addition, except to the extent otherwise set forth in the specifications described above, Vulcan makes no warranty whatsoever with respect to specific gravity, absorption, whether the material is innocuous, non-deleterious, or non-reactive, or whether the material is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to Customer's job or to said material as used by Customer. VULCAN SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATIONS, OR FOR ANY DEFECTS IN THE MATERIAL SOLD HEREUNDER

Vulcan Materials Company
and Subsidiaries

JOB INFORMATION

Date: _____ Vulcan Customer Number: _____

CUSTOMER NAME: _____

Customer Role (circle one): **Owner** **GC** **Sub-Contractor** **Sub-Sub***
*if sub-sub, provide sub at bottom of form

Job Name: _____ Your Job Number: _____

Legal Description: _____

Project Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Customer Contact: _____

_____

PROJECT OWNER: _____

Owner Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Owner Contact: _____

Tax Status (circle one): **Y*** **N** ***If Tax Exempt an exemption form must be attached***

_____

GENERAL CONTRACTOR: _____

GC Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ GC Contact: _____

_____

BONDING COMPANY: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Contact: _____

Type (circle one) ***Federal*** ***State*** ***City*** ***County*** ***Private***

ITEM #33 - CRUSHED CONCRETE FOR THE PUBLIC SERVICES DEPARTMENT

ITEM	PRICE PER TON
Crushed Concrete	$53.50

Haul is not included in the above price
Haul will be an additional $10.00 / TN

Warren Paving Inc.
NAME OF COMPANY

PO Box 572
STREET/P.O. ADDRESS

Hattiesburg, MS 39403
CITY/STATE & ZIP CODE

(601) 544-7811 (601) 544-6203
PHONE NUMBER & FAX NUMBER

October 31, 2024
DATE OF BID

Jeremy Patterson
OFFICIAL=S NAME & TITLE

OFFICIAL=S SIGNATURE

10/31/2024

SPECIFICATIONS FOR ITEM #33: CRUSHED CONCRETE
FOR THE CITY OF HATTIESBURG

Bidder shall bid on furnishing Crushed Concrete for the City of Hattiesburg.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PRICES shall be FIRM for a period beginning November 1, 2024 and ending October 31, 2026, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: F.O.B. Hattiesburg, Mississippi, as indicated on Purchase Order, freight prepaid.

PAYMENT TERMS: Remittance within forty-five (45) days from satisfactory delivery of goods and receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, October 31, 2024 in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

BIDITEM ITEM #33: CRUSHED CONCRETE FOR THE CITY OF HATTIESBURG SUBMITTED BY 10:00 A.M. THURSDAY, OCTOBER 31, 2024

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 8TH day of October A.D., 2024.

CITY OF HATTIESBURG

BY:_____
CITY CLERK

SPECIFICATIONS APPROVED BY:

_____

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 Council

FROM: Ronnie Perkins of Public Services

DATE: November 19, 2024

SUBJECT: Public Services Term Bids

After review of the bids received from vendors on October 31, 2024, it is my recommendation that the following actions be taken to accept bids for the following items:

Item #8: Furnish Towing Services – Accept the bid of **601's Towing**.

Item #20: Ready Mix Concrete – Accept the bid of **Delta Industries.**

Item #24: Rock for Riprap- Accept the bid of **Vulcan Material Co**.

Item #33: Crushed Concrete – Accept the bid of **Warren Paving Inc**.

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Marybeth Bergin, Director of Transportation and Engineering**

cc:

Date: **Tuesday, November 19, 2024**

Re: **Acknowledge bids received August 15, 2024 for project No.565-2-SW-5.6 and reject all bids received.**
File Number: 2024-669
Minute Book #

Summary
Acknowledge bids received August 15, 2024 for project No.565-2-SW-5.6 and reject all bids received.

Recommendation Statement
I recommend rejection of the bids.

Please place this on the November 19, 2024 City Council meeting for consideration.

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Kermas Eaton, City Clerk**

cc:

Date: **Tuesday, November 19, 2024**

Re: **Acknowledge receipt of proposals received on October 31, 2024, for Qualified Eligible Contractors for Lead Abatement & Renovation and accept the proposal Specialty Abatement as the only proposal received.**
File Number: 2024-681
Minute Book #

Summary
Acknowledge receipt of proposals received on October 31, 2024, for Qualified Eligible Contractors for Lead Abatement & Renovation and accept the proposal Specialty Abatement as the only proposal received.

Recommendation Statement
I recommend approval of this item.

Please place this on the November 19, 2024 City Council meeting for consideration.

Specialty Abatement Services, Inc.

October 31, 2024

Hattiesburg City Clerk
200 Forrest Street
Hattiesburg, MS 39401

Re: Proposal for:
Request for Qualifications – Lead Abatement & Renovation

Specialty Abatement Services, Inc.(SASI), (a Mississippi corporation), Certificate of Responsibility # 08982-SC, does hereby submit the following information as qualifications to be considered to be included in the pool of Contractors to perform Lead Abatement and Renovation Services.

Tony Bryant, General Manager, will be SASI's single point of contact throughout the selection process.

Tony Bryant will also be the Project Manager for this Contract

The Managing Office will be:
260 Rawls Springs Loop Rd.
Hattiesburg, MS 39402
601-264-5550 Phone
601-264-5344 Fax
TBryant@specialtyabatement.com

No conflicts of interest exists between SASI and /or any of its employees and the City of Hattiesburg.
SASI has not been suspended or debarred.
SASI is an equal opportunity employer.

SASI is a Mississippi based corporation. The shareholders and officers are Donna F. Stamps , President and William H. Stamps, Secretary Treasurer. The business address for the principles is the same as listed above.
SASI is not a subsidiary of or controlled by any other corporation.

260 Rawls Springs Loop Rd..
P. O. Box 15925
Hattiesburg, MS 39404-5925
601-264-5550
601-264-5344 Fax

SASI has performed environmental remediation activities continuously for the last 33 years. Our management team has maintained certifications in multiple disciplines including lead based paint services. SASI has access to a sufficient work force to supplement our current staffing as necessary if availed the opportunity to provide a sufficient work load to maintain employment to those individuals. Our current workforce is often cross trained in other disciplines and certified on an as needed basis.

We appreciate the opportunity to discuss any projects that are in the planning phase and will be glad to lend our experience and expertise to assist in making the City Of Hattiesburg's LeadSafe program a success.

Respectfully,

Tony Bryant, General Manager

REQUEST REQUIREMENTS CHECKLIST

Please provide Checklist with response to Request

- ☑ Contractor Application
- ☑ Letter of Interest
  - Description of Company
  - Capacity of Company
  - Resumes for all trainer providers, including principal instructor(s)
- ☑ Certificate of Good Standing (Corporation) or Certificate of Existence (Limited Liability Company) issued by the Secretary of State (If Respondent is a joint venture, a Certificate of Good Standing or Certificate of Existence, as applicable, must be submitted for each entity comprising the joint venture.)
- ☑ Certificate of Insurance
- ☑ Official academic transcripts or diploma as evidence of meeting the education requirement
- ☑ Letters of reference, or documentation of work experience
- ☑ Certificates from train-the-trainer courses and/or lead specific training courses
- ☑ Evidence of Financial Stability (most recent financial statements)
- ☑ Certificate to do Business in the City of Hattiesburg Current - No Document
- ☐ MBE/WBE Certification, if applicable
- ☑ Conflict of Interest Statement form
- ☑ Authorization for Release of Information

Applicant should NOT assume that previous submission of this information to the Department of Urban Development Community Development Division or any other city department is acceptable. Failure to include all requested documentation accompanying this application will constitute an incomplete application, and will be denied.

CONTRACTORS APPLICATION

URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT DIVISION

LeadSAFE HATTIESBURG

CITY OF HATTIESBURG
LEAD HAZARD REDUCTION PROGRAM
LeadSafe Hattiesburg
220 FORREST STREET
HATTIESBURG, MS 39401

CONTRACTOR APPLICATION

Date: 10/31/2024

I. FIRM IDENTIFICATION:

NAME: Specialty Abatement Services, Inc.

ADDRESS: 260 Rawls Springs Loop Rd.

CITY: Hattiesburg STATE: MS ZIP CODE: 39402

BUSINESS PHONE: 601-264-5550 HOME PHONE: 601-264-5550

MONTH & YEAR ESTABLISHED: July 1991

II. OWNERSHIP OF FIRM:

Type of Ownership? Individual _____ Partnership _____ Corporation X

Is more than 50% ownership owned by a minority or female? Yes

Name and address of all stockholders and/or partners:

NAME. TITLE. ADDRESS	% OF OWNERSHIP
Donna F. Stamps	60%
William H. Stamps	40%

III. MANAGEMENT (Use same format for additional management personnel)

NAME: Tony Bryant POSITION: General Manager

EDUCATION: BS Mississippi State University

MANAGEMENT OR TECHNICAL TRAINING: LBP Inspector , LBP Risk Assessor, LBP Renovator
Asbestos Inspector, Air Monitor, Supervisor , ACAC CMRS (Mold)

IV. As a general contracting firm, list the work the firm normally performs with its own forces:
(Please Check) Commercial X Residential X

New Construction_____ Remodeling_____ Repairs_____ Demolition _____

Lead Remediation (please specify) Residential, School , Commercial

V. ABILITY TO PERFORM WORK: RESOURCES

(1) Labor

Supervisory Personnel, including Lead Supervisors

NAME	YEARS EXPERIENCE	RESPONSIBILITIES
William Stamps	39 Years	Owner / Qualyfing Party
Kevin Mitchell	15 Years	Field Supervision LBP & ACM
Tony Bryant	29 Years	Estimating, Safety, QC

Regular Office Force

NAME	POSITION & RESPONSIBILITIES
Tony Bryant	GM - Recording Keeping, Project Mgt, Safety
Amy Adams	Admin (Memphis) - Recording Keeping - accountir
Dwight Grayson	Manager (Memphis) - Estimating - Project MGT

Number of Regular Field Workers by Trades, Including Lead Certified workers.

TRADE	Number of Workers
Asbestos (LBP but not currently MDEQ LBP)	7
Lead	2

Names of Remainder of Personnel not already listed on this form:

William Pinkney - Asbestos Supervisor , LBP Renovator

Eric Sims - Asbestos Supervisor

(2) Trade References

List material suppliers who will carry your firm's account for thirty (30) days more.

NAME	PHONE #	CONTACT PERSON
Abatix	470-238-2083	David Larsen
Aramsco	404-805-6483	Sandy Craft

(3) Supervision: Will be contractor personally supervise the "on-the-job" work? If not, can he readily secure competent supervision?

Yes

(4) Professional/Technical Assistance
Name, address and telephone number of firm's attorney (if any)

Andrew J. Kilpatrick, Jr. Gore, Kilpatrick, & Dambrino, PLLC
2000 Gateway Street Suite 160, Grenada, MS 38901
Tel: 662.226.1891

(5) List of Equipment, tools, machinery currently owned by firm

Roll Off Truck with 3 Containers, Dump Truck , Skid Steer
Approximately 30 Negative Air Machines , 6 Trucks / Vans,
2 Airless Sprayers, Supplied air machine, 2 Generators, 3 Air Compressors
Hand Tools , Respiratory Equipment, Air Monitoring pumps (personnel and area) , PAPRs

VI. LICENSES/CERTIFICATE:

Licenses and Certificates in Effect

(ALL PROOF OF LICENSES REQUIRED)

Type	Amount
MS DEQ Lead Paint Abatement Firm	
MS DEQ Lead Paint Renovation Firm	
MS DEQ Asbestos Abatement Contractor	
MS Board of Contractors Certificate of Responsibility	
Tennessee Lead Firm	

VII. CONTRACTS OR JOBS RECENTLY COMPLETED: (List all for previous year; attach another page if necessary).

NAME/ADDRESS	PHONE #	DESCRIPTION	AMOUNT
Shelby County Schools Lead	901-416-0300	Multiple Schools - LBP	$10,000
Univ Memphis Field House	901-844-0566	ACM & LBP	$3,100
711 N. Front Varsity, Memphis	901-517-1717	LBP Stab -	$36,600
2509 Havard Ave., Memphis	901-409-7633	ACM & LBP -	$26,700
Memphis Music Initiative	901-517-1717	LBP Stab -	$4,400
5425 E. Brooks ,Germantown TN	423-735-9139	LBP -	$4,100

* Only LBP jobs listed SASI has performed 80 - 100 projects per year for the last 33 years

VIII. CONTRACTS OR JOBS IN HAND:

NAME/ADDRESS	PHONE #	DESCRIPTION	AMOUNT
Rozelle Elementary	901-416-0300	LBP Stabilization	TBD

IX. FINANCIAL:

Name of Bank and Branch	Name of Loan Officer Familiar with contractor's credit
Regions Bank 40th Ave.	Brandon Rodgers / Tracey Berry

Average size of monthly payroll during preceding 12 months: $48,918.38

X. INSURANCE REQUIREMENTS (see attached)

A. Proof of Insurance required, attach Certificate of Insurance

B. Record of Surety and Fidelity Bonds: (List bonds obtained during last two years - bids payment or performance).

Date	Contract or Job	Type of Bond	Amount Surety Company & Agent
11/1/2023	Shelby Co Schools LBP	Performance	$9,800.00 , Arch , McNeil & Co. Inc.

C. Is there any pending litigation with which your company is engaged? If so, please state the nature of this litigation.

No

D. Does anyone working with this firm have a financial investment with any other contracting firm associated with the City of Hattiesburg? If so, state with whom and the particular interest.

No

XI. COMMENTS:

CONFLICT OF INTEREST STATEMENT FORM

URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT DIVISION

CONFLICT OF INTEREST DISCLOSURE REVIEW FORM

Program Management please review and verify the information contained in this disclosure form.

Name: Specialty Abatement Services, Inc. Program Name: Lead Hazard Reduction Program

Address: 260 Rawls Springs Loop Rd City, State, Zip: Hattiesburg, MS 39402

TYPE OF POTENTIAL OR ACTUAL CONFLICT:

NOT APPLICABLE - NOT CITY OF HATTIESBURG EMPLOYEE

■ Applicant's Family Member is employee
Work in the program area? ☐ YES ☒ NO
Functions/responsibilities with
respect to program area? ☐ YES ☐ NO

■ Applicant is employee
Work in the program area? ☐ YES ☒ NO
Functions/responsibilities with
respect to program area? ☐ YES ☒ NO

- YES to any one of the above Family Member &/or Employee responses means there is a Conflict – Stop Process

■ Gifts to or from applicant? ☐ YES ☒ NO ■ Business Relations? ☐ YES ☒ NO

■ Legal Proceedings and Debarment? ☐ YES ☒ NO

- YES to any one of the above Gifts, Business Relations, &/or Legal Proceedings and Debarment responses means there is a Potential Conflict – Send to COI Review Committee

- Do not send to COI Review Committee if all of above responses are NO therefore, there is no conflict

Program Representative: _____ Date: _____

Supervisor: _____ Date: _____

Manager: _____ Date: _____

REVIEWED BY COI REVIEW COMMITTEE

RECOMMENDATION of COI Review Committee:

- Conflict – Stop Process ☐ No Conflict – Continue to Process ☐ Ask for HUD Waiver

Compliance: _____ Date: _____

Accounting: _____ Date: _____

Legal: _____ Date: _____

AUTHORIZATION FOR RELEASE OF INFORMATION

AUTHORIZATION FOR RELEASE OF INFORMATION

By my signature below I authorize the release of information by all subcontractors, references and others from the information supplied herein to the City of Hattiesburg Department of Urban Development – Community Development Division.

Specialty Abatement Services, Inc.

Company Name



Authorized Representative Signature

Tony Bryant, General Manager

Printed Name of Authorized Signatory

10/31/2024

Date

CERTIFICATION
FORM NOTE

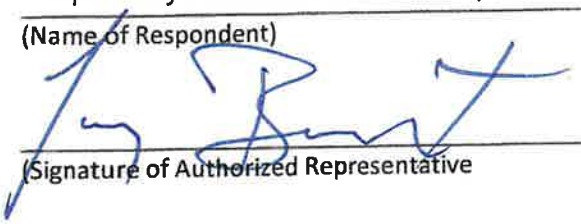
CERTIFICATION FORM NOTE

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE SUBMITTAL CERTIFICATION.

The undersigned hereby certifies, on behalf of the Respondent named in this Certification (the "Respondent"), that the information provided in this Request submittal to the LHRG is accurate and complete, and I am duly authorized to submit same. I hereby certify that the Respondent has reviewed this request in its entirety and accepts its terms and conditions.

Specialty Abatement Services, Inc.

(Name of Respondent)



(Signature of Authorized Representative

Tony Bryant

(Typed Name of Authorized Representative)

General Manager

(Title)

10/31/2024

(Date)

PRIVILEGE LICENSE

DISPLAY IN A CONSPICUOUS LOCATION

Forrest County

STATE OF MISSISSIPPI
PRIVILEGE TAX LICENSE

Collection # 8799

ISSUED TO:

SPECIALTY ABATEMENT SERVICES
260 RAWLS SPRINGS LOOP RD

HATTIESBURG MS 394020000

BUSINESS LOCATION: 260 RAWLS SPRINGS LOOP RD

TYPE OF BUSINESS:

COUNTY LICENSE
Account 616
Year 2025

ISSUED: 9/20/2024

9/30/2025

SECTION	DESCRIPTION	AMOUNT
		$30.00

PLMRPTL1

THIS LICENSE PROVIDES THE ABOVE TAXPAYER THE PRIVILEGE OF CONDUCTING BUSINESS AS REQUIRED BY THE MISSISSIPPI CODE 1972.

THIS LICENSE IS NOT TRANSFERABLE AND IS VALID ONLY WITHIN THE TERRITORIAL LIMITS OF FORREST COUNTY, STATE OF MISSISSIPPI.

By: Z Howell M Howard Forrest County, Mississippi.
Tax Collector

THIS LICENSE SHALL NOT MAKE LAWFUL ANY ACT OR THING DECLARED TO BE UNLAWFUL BY THE STATE OF MISSISSIPPI

PO Box 1689, Hattiesburg, MS 39403-1689
Phone: 601-582-8228 Fax: 601-545-6093

MS
BOARD OF CONTRACTORS
LICENSE

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

SPECIALTY ABATEMENT SERVICES, INC.
POST OFFICE BOX 15925
HATTIESBURG, MS 39404-5925

is duly registered and entitled to perform

1) ASBESTOS ABATEMENT OR REMOVAL 2) DEMOLITION
3) HAZARDOUS MAT. ABATEMENT & REMEDIATION 4) INSULATION
5) INTERIOR CONSTRUCTION 6) LEAD PAINT ABATEMENT

We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 8 day of Oct., 2024

BOARD OF CONTRACTORS STATE OF MISSISSIPPI

CERTIFICATE OF RESPONSIBILITY
No. 08982-SC
Expires Oct. 8, 2025

Jack A. Cavell,
CHAIRMAN OF THE BOARD

LICENSES
AND
CERTIFICATIONS

State of Mississippi

Department of Environmental Quality
Office of Pollution Control

Certificate of Licensure

In accordance with the Lead-Based Paint Activity Accreditation and Certification Act, Mississippi Code Annotated Sections 49-17-501 through 49-17-531

Be it known that

Specialty Abatement Services, Inc.

Having submitted acceptable evidence of qualifications and other appropriate information, is hereby granted this

Lead Based Abatement Firm

Certification

Chief, Asbestos & Lead Branch

Certificate No.: PBF-00000023
Expiration Date: Oct 31st, 2025

State of Mississippi

Department of Environmental Quality
Office of Pollution Control

Certificate of Licensure

In accordance with the Lead-Based Paint Activity Accreditation and Certification Act, Mississippi Code Annotated Sections 49-17-501 through 49-17-531

Be it known that

Specialty Abatement Services, Inc.

Having submitted acceptable evidence of qualifications and other appropriate information, is hereby granted this

Lead Renovator Firm

Certification

Chief, Asbestos & Lead Branch

Certificate No.: NBF-00000023
Expiration Date: Oct 31st, 2025

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON D C 20460

November 21, 2023

Dwight Grayson
Specialty Abatement Services, Inc
Po Box 343012
Memphis, TN 38184

OFFICE OF CHEMICAL SAFETY
AND POLLUTION PREVENTION

Dear Dwight Grayson:

Thank you for applying to the U.S. Environmental Protection Agency (EPA) for certification to conduct Renovation, Repair and Painting Activities in target housing and child-occupied facilities. I am pleased to inform you that, pursuant to 40 CFR Part 745, Subpart E, your renovation, repair and painting firm is certified. Your certificate is enclosed.

This certification **expires on December 01, 2028 and is valid in All EPA Administered States, Tribes, and Territories**. However, if a State in which you are certified obtains program authorization during the term of this certification, the scope of your certification will be diminished to exclude the affected area.

Your EPA firm certification is subject to the following restrictions:

1) Individual states and Indian tribes, whether authorized or not, are not required to accept EPA certification and may accept or reject it under its own authority. Please be aware that your EPA certification does not relieve you of any obligations you may have to any State or Indian tribe regarding renovation, repair and painting activities.

2) EPA certification is specific and limited as described above. If you wish to obtain certification in other lead-based paint disciplines, you must apply separately.

3) In advertising the EPA certification, firms must indicate clearly that the firm is certified only for purposes of Section 402 of TSCA. Failure to accurately state EPA certification conditions could result in EPA suspending or withdrawing certification.

4) EPA may conduct audits and/or inspections to ensure continued compliance with regulatory standards, and may revoke or suspend its certification if subsequent alterations or deviations result with the firm no longer meeting the standards found at 40 CFR Part 745, Subpart E.

If you have questions about the renovation, repair and painting rule or need assistance, please contact the Regional Lead Coordinator, Shanieka Pennamon, of the EPA Region 4 staff at 404-562-9213. If you have any questions about your firm certification, please contact the National Lead Information Center at 1-800-424-LEAD and refer to **Application ID number C888662**. Congratulations, and thank you for your interest in being a certified renovation, repair and painting firm.

Sincerely,

Michelle Price

Michelle Price, Chief
Lead, Heavy Metals, and Inorganics Branch

Enclosures

Internet Address (URL) • http://www.epa.gov
Recycled/Recyclable • Printed with Vegetable Oil Based Inks on 100% Postconsumer, Process Chlorine Free Recycled Paper

United States Environmental Protection Agency

This is to certify that

Specialty Abatement Services, Inc

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires December 01, 2028

NAT-F256401-1
Certification #

November 17, 2023
Issued On

Michelle Price

Michelle Price, Chief
Lead, Heavy Metals, and Inorganics Branch

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

November 21, 2023

Dwight Grayson
Specialty Abatement Services, Inc
Po Box 343012
Memphis, TN 38184

OFFICE OF CHEMICAL SAFETY
AND POLLUTION PREVENTION

Dear Dwight Grayson:

Thank you for applying to the U.S. Environmental Protection Agency (EPA) for certification to conduct Lead-based Paint Activities in target housing and child-occupied facilities. I am pleased to inform you that, pursuant to 40 CFR Part 745, Subpart L, your lead-based paint activities firm is certified. Your certificate is enclosed.

This certification **expires on December 01, 2026 and is valid in All EPA Administered States, Tribes, and Territories**. However, if a State in which you are certified obtains program authorization during the term of this certification, the scope of your certification will be diminished to exclude the affected area.

Your EPA firm certification is subject to the following restrictions:

1) Individual states and Indian tribes, whether authorized or not, are not required to accept EPA certification and may accept or reject it under its own authority. Please be aware that your EPA certification does not relieve you of any obligations you may have to any State or Indian tribe regarding lead-based paint activities.

2) EPA certification is specific and limited as described above. If you wish to obtain certification in other lead-based paint disciplines, you must apply separately.

3) In advertising the EPA certification, firms must indicate clearly that the firm is certified only for purposes of Section 402 of TSCA. Failure to accurately state EPA certification conditions could result in EPA suspending or withdrawing certification.

4) EPA may conduct audits and/or inspections to ensure continued compliance with regulatory standards, and may revoke or suspend its certification if subsequent alterations or deviations result with the firm no longer meeting the standards found at 40 CFR Part 745, Subpart L.

If you have questions about the lead-based paint activities rule or need assistance, please contact the Regional Lead Coordinator, Shanleka Pennamon, of the EPA Region 4 staff at 404-562-9213. If you have any questions about your firm certification, please contact the National Lead Information Center at 1-800-424-LEAD and refer to **Application ID number C688662**. Congratulations, and thank you for your interest in being a certified abatement firm.

Sincerely,

Michelle Price

Michelle Price, Chief
Lead, Heavy Metals, and Inorganics Branch

Enclosures

Internet Address (URL) • http://www.epa.gov
Recycled/Recyclable • Printed with Vegetable Oil Based Inks on 100% Recycled Paper (40% Postconsumer) Process Chlorine Free Recycled Paper

United States Environmental Protection Agency

This is to certify that

Specialty Abatement Services, Inc

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires December 01, 2026

LBP-F256401-1
Certification #

November 17, 2023
Issued On

Michelle Price

Michelle Price, Chief
Lead, Heavy Metals, and Inorganics Branch

State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
CHRIS WELLS, EXECUTIVE DIRECTOR

May 22, 2024

W H Bill Stamps
Specialty Abatement Services, Inc.
PO Box 15925
Hattiesburg, Mississippi 39404-5925

Re: Certificate of Licensure
Lead Supervisor Certification

Your application for certification as a Lead Supervisor has been approved by the Lead Certification Branch in accordance with the Mississippi Regulations for Lead-Based Paint Activities, Miss. Code Annotated Sections 49-17-501 through 49-17-531. Your Mississippi Certification number is PBS-00002449 which is reflected on your enclosed Mississippi Certification identification card or certificate.

Your Mississippi Certification is valid through May 21st, 2025. In order to maintain certification as a Lead Supervisor, you must renew your license on or before the expiration date stated on your card or certificate and pay the renewal fee. If you should continue to perform lead-based paint activities after the expiration date, you will be in violation of the Mississippi Regulations for Lead-Based Paint Activities and may be cited for non-compliance.

It is your responsibility to ensure that you have met all the requirements for renewal of your lead certification.

If you have any questions, please feel free to contact Virginia Rickels at (601) 961-5777.

Sincerely,

Greg Mallery, P.E., Chief
Asbestos & Lead Branch

Enclosure

48038 LIC20240002

State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
CHRIS WELLS, EXECUTIVE DIRECTOR

May 22, 2024

W H Bill Stamps
Specialty Abatement Services, Inc.
PO Box 15925
Hattiesburg, Mississippi 39404-5925

Re: Certificate of Licensure
Lead Worker Certification

Your application for certification as a Lead Worker has been approved by the Lead Certification Branch in accordance with the Mississippi Regulations for Lead-Based Paint Activities, Miss. Code Annotated Sections 49-17-501 through 49-17-531. Your Mississippi Certification number is PBW-00002448 which is reflected on your enclosed Mississippi Certification identification card or certificate.

Your Mississippi Certification is valid through May 21st, 2025. In order to maintain certification as a Lead Worker, you must renew your license on or before the expiration date stated on your card or certificate and pay the renewal fee. If you should continue to perform lead-based paint activities after the expiration date, you will be in violation of the Mississippi Regulations for Lead-Based Paint Activities and may be cited for non-compliance.

It is your responsibility to ensure that you have met all the requirements for renewal of your lead certification.

If you have any questions, please feel free to contact Virginia Rickels at (601) 961-5777.

Sincerely,

Greg Mallery, P.E., Chief
Asbestos & Lead Branch

Enclosure

48038 LIC20240001

BRANDT INSTRUMENTS, INC.
Environmental and Safety Training

Certifies that

William H. Stamps

Specialty Abatement Services
P.O. Box 15925
Hattiesburg, MS 39404-5925

has attended and passed an examination of the course entitled

Supervision of Lead Abatement Projects Refresher
8.0 Hours

held January 4, 2024
exam given on January 4, 2024

Deborah J. Brandt
Instructor

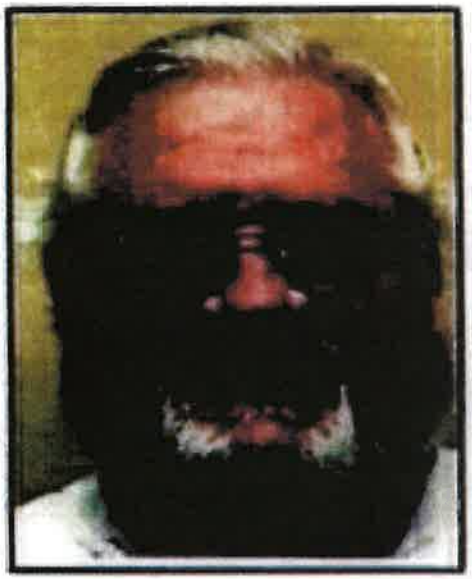
Deborah J. Brandt
Deborah J. Brandt
Coordinator: Brandt Instruments, Inc.
18568 Oak Grove Pkwy. Prairieville, LA 70769
Phone: 225-673-6776 ♦ Fax: 225-673-6725

"Under civil and criminal penalties of law for the making or submission of false or fraudulent statements or representations (18 U.S.C. 1001, 15 U.S.C. 2615) and (R.S. 30:2025), I certify that this training complies with all applicable requirements of TSCA Title IV, 40 CFR, Part 745, LAC Title 33, Part III.2805, Chapter 1.C of the Miss. Code 49-17-501 through 49-17-531 for accreditation, Alabama Lead Reduction Act 1997-Revised, No. 97-553, Chapter 822-X-1, Texas Environmental Lead Reduction Rules, Section 295.204."

Louisiana Training Provider #JTP118242 Expiration: 1-19-24
Texas Training Provider #20451 Expiration: 7-21-24
Alabama Training Provider Expiration: 5-31-23

DL# MS-001830893
Certificate: LSR24-01-011
Certificate Expiration: 01-04-25





Not a Government ID

Mississippi Lead Certification

515 East Amite Street
Jackson, MS 39201

W. H. "Bill" Stamps

AI Number
48038

AGE	SEX	HEIGHT	WEIGHT
71	Male	6'	230

CLASS	NUMBER	EXPIRATION
Supervisor	PBS-00002449	5/21/2025
Lead Worker	PBW-00002448	5/21/2025

State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
CHRIS WELLS, EXECUTIVE DIRECTOR

May 22, 2024

Jimmy K Mitchell
Specialty Abatement Services, Inc.
PO Box 15925
Hattiesburg, Mississippi 39404-5925

Re: Certificate of Licensure
Lead Supervisor Certification

Your application for certification as a Lead Supervisor has been approved by the Lead Certification Branch in accordance with the Mississippi Regulations for Lead-Based Paint Activities, Miss. Code Annotated Sections 49-17-501 through 49-17-531. Your Mississippi Certification number is PBS-00004513 which is reflected on your enclosed Mississippi Certification identification card or certificate.

Your Mississippi Certification is valid through May 21st, 2025. In order to maintain certification as a Lead Supervisor, you must renew your license on or before the expiration date stated on your card or certificate and pay the renewal fee. If you should continue to perform lead-based paint activities after the expiration date, you will be in violation of the Mississippi Regulations for Lead-Based Paint Activities and may be cited for non-compliance.

It is your responsibility to ensure that you have met all the requirements for renewal of your lead certification.

If you have any questions, please feel free to contact Virginia Rickels at (601) 961-5777.

Sincerely,

Greg Mallery, P.E., Chief
Asbestos & Lead Branch

Enclosure

56371 LIC20240001

State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
CHRIS WELLS, EXECUTIVE DIRECTOR

May 22, 2024

Jimmy K Mitchell
Specialty Abatement Services, Inc.
PO Box 15925
Hattiesburg, Mississippi 39404-5925

Re: Certificate of Licensure
Lead Worker Certification

Your application for certification as a Lead Worker has been approved by the Lead Certification Branch in accordance with the Mississippi Regulations for Lead-Based Paint Activities, Miss. Code Annotated Sections 49-17-501 through 49-17-531. Your Mississippi Certification number is PBW-00004606 which is reflected on your enclosed Mississippi Certification identification card or certificate.

Your Mississippi Certification is valid through May 21st, 2025. In order to maintain certification as a Lead Worker, you must renew your license on or before the expiration date stated on your card or certificate and pay the renewal fee. If you should continue to perform lead-based paint activities after the expiration date, you will be in violation of the Mississippi Regulations for Lead-Based Paint Activities and may be cited for non-compliance.

It is your responsibility to ensure that you have met all the requirements for renewal of your lead certification.

If you have any questions, please feel free to contact Virginia Rickels at (601) 961-5777.

Sincerely,

Greg Mallery, P.E., Chief
Asbestos & Lead Branch

Enclosure

56371 LIC20240002

BRANDT INSTRUMENTS, INC.

Environmental and Safety Training

Certifies that

Jimmy Kevin Mitchell

Specialty Abatement Services
P.O. Box 15925
Hattiesburg, MS 39404-5925

has attended and passed an examination of the course entitled

Supervision of Lead Abatement Projects Refresher
8.0 Hours

held January 4, 2024
exam given on January 4, 2024

Deborah J. Brandt
Deborah J. Brandt
Instructor

Deborah J. Brandt
Deborah J. Brandt
Coordinator: Brandt Instruments, Inc.
18568 Oak Grove Pkwy. Prairieville, LA 70769
Phone: 225-673-6776 ♦ Fax: 225-673-6725

"Under civil and criminal penalties of law for the making or submission of false or fraudulent statements or representations (18 U.S.C. 1001, 15 U.S.C. 2615) and (R.S. 30:2025), I certify that this training complies with all applicable requirements of TSCA Title IV, 40 CFR, Part 745, LAC Title 33, Part III.2805, Chapter 1.C of the Miss. Code 49-17-501 through 49-17-531 for accreditation, Alabama Lead Reduction Act 1997-Revised, No. 97-553, Chapter 822-X-1, Texas Environmental Lead Reduction Rules, Section 295.204."

Louisiana Training Provider #JTP118242 Expiration: 1-19-24
Texas Training Provider #20451 Expiration: 7-21-24
Alabama Training Provider Expiration: 5-31-23

DL# MS-800627844
Certificate: LSR24-01-008
Certificate Expiration: 01-04-25



State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
CHRIS WELLS, EXECUTIVE DIRECTOR

May 22, 2024

Jimmy K Mitchell
Specialty Abatement Services, Inc.
PO Box 15925
Hattiesburg, Mississippi 39404-5925

Re: Certificate of Licensure
Lead Renovator Certification

Your application for certification as a Lead Renovator has been approved by the Lead Certification Branch in accordance with the Mississippi Regulations for Lead-Based Paint Activities, Miss. Code Annotated Sections 49-17-501 through 49-17-531. Your Mississippi Certification number is PBR-00004168 which is reflected on your enclosed Mississippi Certification identification card or certificate.

Your Mississippi Certification is valid through Oct 29th, 2024. In order to maintain certification as a Lead Renovator, you must renew your license on or before the expiration date stated on your card or certificate and pay the renewal fee. If you should continue to perform lead-based paint activities after the expiration date, you will be in violation of the Mississippi Regulations for Lead-Based Paint Activities and may be cited for non-compliance.

It is your responsibility to ensure that you have met all the requirements for renewal of your lead certification.

If you have any questions, please feel free to contact Virginia Rickels at (601) 961-5777.

Sincerely,

Greg Mallery, P.E., Chief
Asbestos & Lead Branch

Enclosure

56371 LIC20240003



Not a Government ID

Mississippi Lead Certification

515 East Amite Street

Jackson, MS 39201

Jimmy K. Mitchell

AI Number
56371

AGE	SEX	HEIGHT	WEIGHT
53	Male	5'9"	150

CLASS	NUMBER	EXPIRATION
Lead Renovator	PBR-00004168	10/29/2024
Lead Supervisor	PBS-00004513	5/21/2025
Lead Worker	PBW-00004606	5/21/2025



Not a Government ID

Mlssissippi Lead Certification

515 East Amite Street

Jackson, MS 39201

Anthony I. Bryant

AI Number
48281

AGE	SEX	HEIGHT	WEIGHT
59	Male	5'6"	185

CLASS	NUMBER	EXPIRATION
Lead Inspector	PBI-00002491	3/6/2025
Risk Assessor	PRA-00001035	3/6/2025
Lead Renovator	PBR-00003967	3/19/2025

BRANDT INSTRUMENTS, INC.
Environmental and Safety Training

Certifies that

Anthony I. Bryant

Specialty Abatement Services
P.O. Box 15925
Hattiesburg, MS 39404-5925

has attended and passed an examination of the course entitled

Lead-Based Paint Inspector Refresher
8.0 Hours

held July 11, 2023
exam given on July 11, 2023

Deborah J. Brandt
Instructor

Deborah J. Brandt
Deborah J. Brandt
Coordinator: Brandt Instruments, Inc.
18568 Oak Grove Pkwy. Prairieville, LA 70769
Phone: 225-673-6776 ♦ Fax: 225-673-6725

"Under civil and criminal penalties of law for the making or submission of false or fraudulent statements or representations (18 U.S.C. 1001, 15 U.S.C. 2615) and (R.S. 30:2025), I certify that this training complies with all applicable requirements of TSCA Title IV, 40 CFR, Part 745, LAC Title 33, Part III.2805, Chapter 1.C of the Miss. Code 49-17-501 through 49-17-531 for accreditation, Alabama Lead Reduction Act 1997-Revised, No. 97-553, Chapter 822-X-1, Texas Environmental Lea19Reduction Rules, Section 295.204."

Louisiana Training Provider #JTP118242 Expiration: 1-19-24
Texas Training Provider #20451 Expiration: 7-21-24
Alabama Training Provider Expiration: 6-01-24

DL# MS-800489460
Certificate: LIR23-03-005
Certificate Expiration: 07-11-24



BRANDT INSTRUMENTS, INC.
Environmental and Safety Training

Certifies that

Anthony I. Bryant

Specialty Abatement Services
P.O. Box 15925
Hattiesburg, MS 39404-5925

has attended and passed an examination of the course entitled

Lead Risk Assessor Refresher Course
8.0 Hours

held July 12, 2023
exam given on July 12, 2023

Deborah J. Brandt
Deborah J. Brandt
Instructor

Deborah J. Brandt
Deborah J. Brandt
Coordinator: Brandt Instruments, Inc.
18568 Oak Grove Pkwy. Prairieville, LA 70769
Phone: 225-673-6776 ◆ Fax: 225-673-6725

"Under civil and criminal penalties of law for the making or submission of false or fraudulent statements or representations (18 U.S.C. 1001, 15 U.S.C. 2615) and (R.S. 30:2025), I certify that this training complies with all applicable requirements of TSCA Title IV, 40 CFR, Part 745, LAC Title 33, Part III.2805, Chapter 1.C of the Miss. Code 49-17-501 through 49-17-531 for accreditation, Alabama Lead Reduction Act 1997-Revised, No. 97-553, Chapter 822-X-1, Texas Environmental Lead Reduction Rules, Section 295.204."

Louisiana Training Provider #JTP118242 Expiration: 1-19-24
Texas Training Provider #20451 Expiration: 7-21-24
Alabama Training Provider Expiration: 5-31-24

DL# MS-800489460
Certificate: LRAR23-03-007
Certificate Expiration: 07-12-24



CERTIFICATE OF COMPLETION

Center for Continuing Education

Anthony Bryant

PO Box 15925 Hattiesburg, MS 39404

Certificate Number: LDR-01-031423-02

has attended and satisfactorily completed course exam with a passing score of 70% or better

Lead Renovator, Repair, & Painting Refresher

Accredited: Mississippi Department of Environmental Quality (MDEQ)

MISSISSIPPI STATE UNIVERSITY
EXTENSION

MDEQ Accredited Training Provider

3/14/23	3/14/23	3/14/26
Course Date	Examination Date	Expiration Date

Robert Noah	3/14/23
Principle Instructor	Date

Richard Swann	3/14/23
Continuing Education	Date



P.O. Box 5441 Mississippi State, MS 39762-5247 ▪ 662.325.5002 ▪ FAX 662.325.2702

#1904

State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
CHRIS WELLS, EXECUTIVE DIRECTOR

March 11, 2024

Anthony I. Bryant
Specialty Abatement Services, Inc.
P. O. Box 15925
Hattiesburg, Mississippi 39404

Re: Certificate of Licensure
Lead Inspector Certification

Your application for certification as a Lead Inspector has been approved by the Lead Certification Branch in accordance with the Mississippi Regulations for Lead-Based Paint Activities, Miss. Code Annotated Sections 49-17-501 through 49-17-531. Your Mississippi Certification number is PBI-00002491 which is reflected on your enclosed Mississippi Certification identification card or certificate.

Your Mississippi Certification is valid through Mar 6th, 2025. In order to maintain certification as a Lead Inspector, you must renew your license on or before the expiration date stated on your card or certificate and pay the renewal fee. If you should continue to perform lead-based paint activities after the expiration date, you will be in violation of the Mississippi Regulations for Lead-Based Paint Activities and may be cited for non-compliance.

It is your responsibility to ensure that you have met all the requirements for renewal of your lead certification.

If you have any questions, please feel free to contact Virginia Rickels at (601) 961-5777.

Sincerely,

Greg Mallery, P.E., Chief
Asbestos & Lead Branch

Enclosure

48281 LIC20240003

State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
CHRIS WELLS, EXECUTIVE DIRECTOR

March 11, 2024

Anthony I. Bryant
Specialty Abatement Services, Inc.
P. O. Box 15925
Hattiesburg, Mississippi 39404

Re: Certificate of Licensure
Lead Risk Assessor Certification

Your application for certification as a Lead Risk Assessor has been approved by the Lead Certification Branch in accordance with the Mississippi Regulations for Lead-Based Paint Activities, Miss. Code Annotated Sections 49-17-501 through 49-17-531. Your Mississippi Certification number is PRA-00001035 which is reflected on your enclosed Mississippi Certification identification card or certificate.

Your Mississippi Certification is valid through Mar 6th, 2025. In order to maintain certification as a Lead Risk Assessor, you must renew your license on or before the expiration date stated on your card or certificate and pay the renewal fee. If you should continue to perform lead-based paint activities after the expiration date, you will be in violation of the Mississippi Regulations for Lead-Based Paint Activities and may be cited for non-compliance.

It is your responsibility to ensure that you have met all the requirements for renewal of your lead certification.

If you have any questions, please feel free to contact Virginia Rickels at (601) 961-5777.

Sincerely,

Greg Mallery, P.E., Chief
Asbestos & Lead Branch

Enclosure

48281 LIC20240002

State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

CHRIS WELLS, EXECUTIVE DIRECTOR

March 11, 2024

Anthony I. Bryant
Specialty Abatement Services, Inc.
P. O. Box 15925
Hattiesburg, Mississippi 39404

Re: Certificate of Licensure
Lead Renovator Certification

Your application for certification as a Lead Renovator has been approved by the Lead Certification Branch in accordance with the Mississippi Regulations for Lead-Based Paint Activities, Miss. Code Annotated Sections 49-17-501 through 49-17-531. Your Mississippi Certification number is PBR-00003967 which is reflected on your enclosed Mississippi Certification identification card or certificate.

Your Mississippi Certification is valid through Mar 19th, 2025. In order to maintain certification as a Lead Renovator, you must renew your license on or before the expiration date stated on your card or certificate and pay the renewal fee. If you should continue to perform lead-based paint activities after the expiration date, you will be in violation of the Mississippi Regulations for Lead-Based Paint Activities and may be cited for non-compliance.

It is your responsibility to ensure that you have met all the requirements for renewal of your lead certification.

If you have any questions, please feel free to contact Virginia Rickels at (601) 961-5777.

Sincerely,

Greg Mallery, P.E., Chief
Asbestos & Lead Branch

Enclosure

48281 LIC20240001

Seagull Environmental Management Company

2835 N.W. 12TH Avenue, Fort Lauderdale, Florida 33311 (954) 524-7208



This is to Certify that

William Pinkney

617 RENA anderson RD, Stanton, TENN 38069

has successfully completed an English

8 Hr. Lead-Safe Renovator Course

27-Oct-23 TO 27-Oct-23

Accepted as individual Certification in EPA administered states.

Alabama Accreditation Since: Jan. 27, 2011 Georgia Accredited: Chapter 391-3-24

Approved in Mississippi and accepted in most authorized states.

Trainer(s): Will Brown

Training Address: 11762 Douglass St #104, Arlington, TN 38002

Passed an examination & hands-on skills assessment on: 10/27/23

Processed By:

Seagull

To Authenticate Certificate
www.seagulltraining.com
1-800-966-9933

This Certificate Expires:

Federally Administered States	25-Oct-28
Most authorized states	26-Oct-26
Georgia & Alabama	26-Oct-26

Certificate Number: 1935999

R-I-Subpart Q-23-93599

Course Number: ME2344

This certificate is only valid in conjunction with the appropriate firm certification. In addition, in some EPA authorized states, one must surrender this certificate to obtain a state certification for the individual. For additional certificates, contact Seagull at www.seagull.manage@gmail.com.

Seagull Environmental Management Company

2835 N.W. 12TH Avenue, Fort Lauderdale, Florida 33311 (954) 524-7208



This is to Certify that

Dwight Grayson

4009 Broadway, Bartlett, TN 38002

has successfully completed an English

8 Hr. Lead-Safe Renovator Course

27-Oct-23 TO 27-Oct-23

Accepted as individual Certification in EPA administered states.

Alabama Accreditation Since: Jan. 27, 2011 Georgia Accredited: Chapter 391-3-24

Approved in Mississippi and accepted in most authorized states.

Trainer(s): Will Brown

Training Address: 11762 Douglass St #104, Arlington, TN 38002

Passed an examination & hands-on skills assessment on: 10/27/23

Processed By:

Seagull

To Authenticate Certificate
www.seagulltraining.com
1-800-966-9933

This Certificate Expires:

Federally Administered States	25-Oct-28
Most authorized states	26-Oct-26
Georgia & Alabama	26-Oct-26

Certificate Number: 193595

R-I-Subpart Q-23-93595

Course Number: ME2344

This certificate is only valid in conjunction with the appropriate firm certification. In addition, in some EPA authorized states, one must surrender this certificate to obtain a state certification for the individual. For additional certificates, contact Seagull at www.seagull.manager@gmail.com.

THE STATE OF TENNESSEE

By virtue of the certification requirements in Rule Chapter 1200-01-18

Specialty Abatement Services Inc.

P.O. Box 343012
Memphis, TN 38184-3012

Is hereby certified as a lead-based paint activity firm:

Certification Number	Effective	Expires
Type: Annual Reg 2nd Year		
LBP-F-646-162124	3/1/2024	3/31/2025

Under the Seal of the State of Tennessee

This 14th day of April 2024.

Department of Environment and Conservation

State of Mississippi

Department of Environmental Quality

Office of Pollution Control

Certificate of Licensure

In accordance with the Asbestos Abatement Accreditation and Certification Act,
Enacted as 1989 Mississippi Law, Chapter 505

Be it known that

William H. Stamps

Having submitted acceptable evidence of qualifications and
training and other appropriate information, is hereby granted this

Asbestos Contractor

Certification

Chief, Asbestos & Lead Branch

Certificate No.: ABC-00001660
Expiration Date: Feb 23rd, 2025
Training Expires on Feb 23rd, 2025

40538 LIC20240001

CERTIFICATE
OF INSURANCE

SPECABA-01 SMOSS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
SouthGroup Hattiesburg 2 812 Hardy Street Hattiesburg, MS 39401	PHONE (A/C, No, Ext): (601) 545-1643	FAX (A/C, No): (601) 544-2007
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Specialty Insurance Company	21199
INSURER B : Arch Insurance Company	11150
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Specialty Abatement Services, Inc.
P.O. Box 15925
Hattiesburg, MS 39404-5925

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			12EMP7166715	1/1/2024	1/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Pollution Occur	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			11CAB5825215	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			12EMX7166815	1/1/2024	1/1/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		EBWCC0001915	1/1/2024	1/1/2025	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Prof Liability			12EMP7166715	1/1/2024	1/1/2025	Professional Claim	1,000,000
A	Pollution Liability			12EMP7166715	1/1/2024	1/1/2025	Policy Agg	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Mold, Lead, Asbestos Abatement Contractor

CERTIFICATE HOLDER

City of Hattiesburg
200 Forrest St.
Hattiesburg, MS 39401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF GOOD STANDING

Michael Watson
SECRETARY OF STATE

Office of the Secretary of State
Jackson, Mississippi

Certificate of Good Standing

I, MICHAEL WATSON, Secretary of State of the State of Mississippi, and as such, the legal custodian of the records as required by the laws of Mississippi, to be filed in my office, do hereby certify:

That on the 3rd day of July, 1991, the State of Mississippi issued a Charter/ Certificate of Authority to:

SPECIALTY ABATEMENT SERVICES, INC.

That the state of incorporation is Mississippi.

That the period of duration is perpetual.

That according to the records of this office, Articles of Dissolution or a Certificate of Withdrawal have not been filed.

That according to the records of this office, a current Annual Report has been delivered to the Office of the Secretary of State.

I further certify that all fees, taxes and penalties owed to this state, as reflected in the records of the Secretary of State, have been paid and that the corporation is in existence or has authority to transact business in Mississippi.

That insofar as the records of this office are concerned, the said SPECIALTY ABATEMENT SERVICES, INC. is in good standing at this time.

Given under my hand and seal of office
the 30th day of October, 2024

Michael Watson

Certificate Number: CN24199618
Verify this certificate online at http://corp.sos.ms.gov/corpconv/verifycertificate.aspx

SAM
REGISTRATION

SAM.GOV®

SPECIALTY ABATEMENT SERVICES INC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
K1MBY5JMCGA3	**068S2**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**May 13, 2025**	
Physical Address	Mailing Address	
260 Rawls Springs Loop RD	**P. O. Box 15925**	
Hattiesburg, Mississippi 39402-3633	**Hattiesburg, Mississippi 39404-5925**	
United States	**United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**Hattiesburg**	**1**
Congressional District	State / Country of Incorporation	URL
Mississippi 04	**Mississippi / United States**	**http://www.specialtyabatement.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
May 15, 2024	**May 13, 2024**	**Mar 27, 2002**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jan 1, 1991	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than $5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than $5,000 or reimbursement, restitution, or damages greater than $100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure
Corporate Entity (Not Tax Exempt)

Entity Type
Business or Organization

Organization Factors
Subchapter S Corporation

Profit Structure
For Profit Organization

Socio-Economic Types

Women-Owned Small Business
Women-Owned Business

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
Yes

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
068S2

Electronic Funds Transfer

Account Type
Checking

Routing Number
*********36**

Lock Box Number
(blank)

Financial Institution
REGIONS BANK

Account Number
*********66**

Automated Clearing House

Phone (U.S.)
6012614270

Email
(blank)

Phone (non-U.S.)
(blank)

Fax
(blank)

Remittance Address

SPECIALTY ABATEMENT SERVICES, INC.
P. O. Box 15925
Hattiesburg, Mississippi 39404
United States

Taxpayer Information

EIN
*******2333**

Type of Tax
Applicable Federal Tax

Taxpayer Name
SPECIALTY ABATEMENT SERVICES INC

Tax Year (Most Recent Tax Year)
2021

Name/Title of Individual Executing Consent
President

TIN Consent Date
May 13, 2024

Address
P. O. Box 15925
Hattiesburg, Mississippi 39404

Signature
W H STAMPS

Points of Contact

Accounts Receivable POC

Tony Bryant
TBryant@specialtyabatement.com

6012645550

Electronic Business

Anthony Bryant, General Manager
abryant900@comcast.net
6012645550

P. O. Box 15925
Hattiesburg, Mississippi 39404
United States

William H Stamps
whstamps@specialtyabatement.com
6012645550

P. O. Box 15925
260 Rawls Springs Loop RD.
Hattiesburg, Mississippi 39404
United States

Government Business

Tony Bryant
TBryant@specialtyabatement.com
6012645550

P. O. Box 15925
Hattiesburg, Mississippi 39404
United States

William H Stamps
whstamps@specialtyabatement.com
6012645550

P. O. Box 15925
260 Rawls Springs Loop RD.
Hattiesburg, Mississippi 39404
United States

Past Performance

Tony Bryant
TBryant@specialtyabatement.com
6012645550

PO Box 15925
260 Rawls Springs Loop RD.
Hattiesburg, Mississippi 39404
United States

William H Stamps
whstamps@specialtyabatement.com
6012645550

P. O. Box 15925
260 Rawls Springs Loop RD.
Hattiesburg, Mississippi 39404
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**562910**	**Remediation Services**
	238990	**All Other Specialty Trade Contractors**

Product and Service Codes

PSC	PSC Name
F108	**Environmental Systems Protection- Environmental Remediation**

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)
$3,000,000.00

Number of Employees (in accordance with 13 CFR 121)
25

Location

Annual Receipts (in accordance with 13 CFR 121)
(blank)

Number of Employees (in accordance with 13 CFR 121)
(blank)

Industry-Specific

Barrels Capacity	Megawatt Hours	Total Assets
(blank)	**(blank)**	**(blank)**

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	**(blank)**

States	Counties	Metropolitan Statistical Areas
Louisiana	**(blank)**	**(blank)**
Mississippi		
Tennessee		

DUNS
REGISTRATION

Tony Bryant

From: Dun & Bradstreet <DandB@click.dandb.com>
Sent: Wednesday, October 30, 2024 3:02 PM
To: tbryant@specialtyabatement.com
Subject: Your DUNS Lookup Request for Specialty Abatement Services, Inc.



10/30/2024

Anthony Bryant,

The following is the Dun & Bradstreet D-U-N-S® Number for **Specialty Abatement Services, Inc.**

D-U-N-S number: **627759954**

If this is YOUR COMPANY, learn how to monitor and potentially impact your Dun & Bradstreet business credit file with **CreditBuilder.**

Call **1-800-700-2733**, Monday through Friday, 8:00 AM to 6:00 PM local time or contact us at Dun & Bradstreet support.

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If you have any questions, please contact Dun & Bradstreet support.

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FINANCIAL STATEMENT

SPECIALTY ABATEMENT SERVICES, INC

FINANCIAL STATEMENTS

December 31, 2023 and 2022

SPECIALTY ABATEMENT SERVICES, INC
CONTENTS
December 31, 2023

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FINANCIAL STATEMENTS	
Balance Sheets	2
Statements of Stockholder's Equity	4
Statements of Income	5
Notes to the Financial Statements	6

McARTHUR, SLAY and DEWS, PLLC

Certified Public Accountants
#1 Commerce Drive, Suite, 100
Hattiesburg, MS 39402

Members of:
American Institute of Certified Public Accountants
Mississippi Society of Certified Public Accountants
Private Companies Practice Section of American Institute of Certified Public Accountants

INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

To the Members
Specialty Abatement Services, Inc
Hattiesburg, Mississippi

Management is responsible for the accompanying financial statements of Specialty Abatement Services, Inc. (a Mississippi S corporation), which comprise the balance sheets as of December 31, 2023 and 2022, and the related statements of income and stockholders' equity for the years then ended, and the related notes to the financial statements in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any assurance on these financial statements.

A statement of cash flows for the years ended December 31, 2023 and 2022, have not been presented. Accounting principles generally accepted in the United States of America require that such a statement be presented when financial statements purport to present financial position and results of operations.

Respectfully submitted,

McArthur Slay & Dews PLLC

McArthur, Slay and Dews, PLLC

Hattiesburg, MS

June 19, 2024

SPECIALTY ABATEMENT SERVICES, INC
BALANCE SHEETS
December 31, 2023 and 2022

ASSETS	12-31-23	12-31-22
CURRENT ASSETS		
Cash	$ 328,530	$ 325,947
Accounts Receivable - Net	227,811	446,936
Accounts Receivable - Retainage	30,255	10,823
Investments	16,059	16,925
Inventory	7,124	7,124
Due from Related Party	7,200	3,500
Other Receivables	200	200
Total Current Assets	617,179	811,455
PROPERTY AND EQUIPMENT		
Furniture and Fixtures	22,102	22,102
Equipment	760,596	760,596
Less: Accumulated Depreciation	(713,057)	(694,487)
Total Property and Equipment	69,641	88,211
Total Assets	$ 686,820	$ 899,666

SPECIALTY ABATEMENT SERVICES, INC
BALANCE SHEETS
December 31, 2023 and 2022

LIABILITIES AND STOCKHOLDERS' EQUITY	12-31-23	12-31-22
CURRENT LIABILITIES		
Accounts Payable	$ 114,076	$ 20,472
Other Current Liabilities	6,412	167,158
Total Current Liabilities	120,488	187,630
LONG TERM LIABILITIES		
Loans Payable - Long Term Portion	-	-
Total Liabilities	120,488	187,630
STOCKHOLDERS' EQUITY		
Common Stock - $1 Par Value, 5000 Shares Authorized; 1000 Issued and Outstanding	1,000	1,000
Additional Paid-in Capital	430,848	430,848
Retained Earnings	134,484	280,188
Total Stockholders' Equity	566,332	712,036
Total Liabilities and Stockholders' Equity	$ 686,820	$ 899,666

SPECIALTY ABATEMENT SERVICES, INC
STATEMENTS OF STOCKHOLDERS' EQUITY
FOR THE YEARS ENDED December 31, 2023 and 2022

EXPLANATION	Common Stock	Additional Paid-in Capital	Retained Earnings	Total
Beginning Capital, January 01, 2023	$ 1,000	$ 430,848	$ 280,188	$ 712,036
Net Income (Loss)	-	-	(16,130)	(16,130)
Withdrawals	-	-	(129,574)	(129,574)
Ending Capital, December 31, 2023	$ 1,000	$ 430,848	$ 134,484	$ 566,332

EXPLANATION	Common Stock	Additional Paid-in Capital	Retained Earnings	Total
Beginning Capital, January 01, 2022	$ 1,000	$ 430,848	$ 269,864	$ 701,712
Net Income (Loss)	-	-	164,049	164,049
Withdrawals	-	-	(153,725)	(153,725)
Ending Capital, December 31, 2022	$ 1,000	$ 430,848	$ 280,188	$ 712,036

SPECIALTY ABATEMENT SERVICES, INC
STATEMENTS OF INCOME
FOR THE YEARS ENDED December 31, 2023 and 2022

	2023	2022
CONTRACT REVENUE	$ 2,091,827	$ 2,282,917
COST OF REVENUES	1,335,682	1,415,224
Gross Profit	756,145	867,693
EXPENSES		
Advertising	2,448	2,449
Auto Expense	37,927	22,339
Bank Fees	8,959	8,620
Burden	37,601	44,466
Bid Expense	341	2,024
Contract Labor	768	-
Depreciation	18,570	18,718
Dues and Subscriptions	9,006	12,396
Education and Seminars	6,128	6,699
Employee Benefits	17,446	16,940
Freight and Delivery	1,691	2,371
Fuel, Oil, and Grease	15,423	16,122
Insurance Expense	36,779	28,264
Interest Expense	3,215	2,902
Materials and Supplies	23,849	39,722
Meals and Entertainment	115	-
Office Expense	8,901	8,872
Physicals	5,280	11,035
Postage and Delivery	661	978
Professional Fees	6,495	12,605
Rents	57,980	53,353
Repairs	19,941	17,566
Taxes and Licenses	23,741	29,962
Telephone	6,892	7,616
Travel	3,424	3,464
Utilities	14,050	12,785
Wages - Office	405,050	514,732
Total Expenses	772,681	897,000
OTHER INCOME	406	193,356
Net Income (Loss)	$ (16,130)	$ 164,049

SEE INDEPENDENT ACCOUNTANTS' REPORT

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

1. Business Activity

Specialty Abatement Services, Inc (the Company), a Mississippi corporation, contracts for the removal and disposal of asbestos related materials. The Company began operations in July, 1991 and operates primarily in Mississippi and Tennessee. The duration of the Company's contracts is typically from three to six months.

2. Accounts Receivable

All of the accounts receivable are recorded at net realizable value by management. If amounts become uncollectible, they will be charged to operations when that determination is made. Management has determined at December 31, 2023 and 2022 to recognize a reserve of $10,226 and $10,226, respectively.

3. Use of Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. Management periodically evaluates estimates used in the preparation of the financial statements for continued reasonableness. Appropriate adjustments, if any, to the estimates used are made prospectively based upon such periodic evaluation. It is reasonably possible that changes may occur in the near term that would affect management's estimates with respect to the allowance for doubtful accounts and accrued expenses.

4. Income Taxes

The Company has elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code. Under those provisions, it does not pay federal corporate income taxes. Instead, the stockholders are liable for individual federal income taxes.

Construction contracts are reported for tax purposes and for financial statement purposes on the accrual method.

The Company's tax returns are subject to examination by the IRS, generally for three years after they are filed. With few exceptions, the Company is no longer subject to federal, state or local examinations by tax authorities for years before 2020.

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

5. Revenue and Cost Recognition

Contract Revenue and Cost Recognition - The Company adopted Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2014-09, Revenue from Contracts with Customers (Topic 606) effective January 1, 2019. Topic 606 was adopted on a modified retrospective basis, and the Company determined that there was no cumulative effect to retained earnings as of January 1, 2019 that was required to be disclosed as a result of adopting the standard.

Topic 606 provides a five-step model for recognizing revenue from contracts:

- Identify the contract with the customer
- Identify the performance obligations within the contract
- Determine the transaction price
- Allocate the transaction price to the performance obligations
- Recognize revenue when (or as) the performance obligations are satisfied

Most of the Company's long-term contracts are considered to have a single performance obligation. Although multiple promises to transfer individual goods or services may exist, they are not typically distinct within the context of the contracts because the contract promises are interrelated or they require the Company to perform critical integration so that the customer receives a completed project. Warranties provided under the Company's contracts with customers are assurance-type and are included as elements of the single performance obligations. Under previous revenue recognition guidance, the Company also generally accounted for its long-term contracts as single units of account (i.e., a single performance obligation).

The transaction price for a contract represents the amount of consideration to which the Company expects to be entitled in exchange for the promised goods or services in the contract. The consideration in the contract may be fixed, variable, or both, in nature. Variable consideration may include incentives, liquidated damages, change order requests, and requests for claims. The Company estimates variable consideration using one of two prescribed methods, depending on which method better predicts the amount of variable consideration to which the Company will be entitled. The expected value method estimates variable consideration based on the sum of probability-weighted amounts in a range of possible consideration amounts, whereas the most likely amount method estimates the variable consideration based on the single most likely amount among a range of possible consideration amounts.

The Company considers all relevant information when estimating variable consideration and includes some or all of an amount of variable consideration estimated, only to the extent that it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is subsequently resolved.

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

5. Revenue and Cost Recognition (Continued)

The Company's contracts may include retention provisions to provide assurance to customers that the Company will perform in accordance with the contract terms and if the retention provisions are not considered a financing benefit. The balances billed but not paid pursuant to these provisions generally are due upon completion and acceptance of the project by the customer. As a result, the Company has determined that there are no significant financing components in contracts at December 31, 2023 and 2022.

The Company's contracts typically do not create an asset with an alternative use to the Company and provide an enforceable right to payment for progress completed to date, including profit, at all times throughout the duration of the contract. As a result, the Company transfers control of a good or service over time, and therefore recognizes revenue over time as the performance obligation in the contract is satisfied. The Company uses a cost-to-cost input method to measure progress relative to the satisfaction of a performance obligation, because the Company considers this input method to be the best available measure of progress toward satisfying performance obligations. Contract costs include direct labor and related payroll costs, permanent materials, subcontractor costs, consumables and indirect costs, such as equipment, insurance and tools.

Contractual completion is defined according to the specific terms of individual construction or service contracts with customers. The Company considers contracts to be complete for accounting purposes when final acceptance has been received from the customer, contract warranty periods have been fulfilled, and no significant disputes, obligations or undisposed assets remain outstanding related to the contract.

6. Concentrations of Cash

The Company at times during operations has cash deposits which exceed the Federal Deposit Insurance Corporation (FDIC) limits.

NOTE B. PROPERTY AND EQUIPMENT

Property and Equipment are stated at cost less accumulated depreciation. Depreciation is provided for in amounts sufficient to relate the cost of depreciable assets to operations using the straight-line and accelerated methods over their estimated service lives.

A summary of the cost and accumulated depreciation as of December 31, 2023 follows:

	Assets	Estimated Service Lives	Depreciation Expense	Accumulated Depreciation
Furniture and Fixtures	22,102	5 years	$ -	$ 22,102
Equipment	760,596	5 years	18,570	690,955
Total	$ 782,698		$ 18,570	$ 713,057

A summary of the cost and accumulated depreciation as of December 31, 2022 follows:

	Assets	Estimated Service Lives	Depreciation Expense	Accumulated Depreciation
Furniture and Fixtures	22,102	5 years	$ -	$ 22,102
Equipment	760,596	5 Years	18,718	672,385
Total	$ 782,698		$ 18,718	$ 694,487

NOTE C. CONCENTRATIONS OF CREDIT RISK

Most of the Company's business activity is with a limited number of contractors. As of December 31, 2023 and 2022, the Company's receivables and retainages from customers are $258,066 and $457,759, respectively.

At December 31, 2023 and 2022, the Company maintains cash deposits in excess of federally insured limits.

NOTE D. INCOME TAXES

The Company's tax returns are subject to examination by the IRS, generally for three years after they are filed. With few exceptions, the Company is no longer subject to federal, state or local examinations by tax authorities for years before 2020.

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From:

cc:

Date: **Tuesday, November 19, 2024**

Re: **Acknowledge proposals received on October 31, 2024, for Qualified Eligible Lead Testing Firms and accept all proposals received.**
File Number: 2024-684
Minute Book #

Summary

Recommendation Statement

Please place this on the November 19, 2024 City Council meeting for consideration.

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how2recycle.info PAPER POUCH

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OCT 29, 2024

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FROM: (PLEASE PRINT) PHONE (251) 517-4558

Knockout Inspections
9959 Windmill Rd
Fairhope Al 36532

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☐ SIGNATURE REQUIRED *Note:* The mailer must check the "Signature Required" box if the mailer: 1) Requires the addressee's signature; OR 2) Purchases additional insurance; OR 3) Purchases COD service; OR 4) Purchases Return Receipt service. If the box is not checked, the Postal Service will leave the item in the addressee's mail receptacle or other secure location without attempting to obtain the addressee's signature on delivery.

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☐ Sunday/Holiday Delivery Required (additional fee, where available*)
*Refer to USPS.com® or local Post Office™ for availability.

TO: (PLEASE PRINT) PHONE ( )

Hattiesburg City Clerk
200 Forrest St
Hattiesburg MS

HATTIESBURG MS OCT 30 2024 USPS 39402-9998

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36532	10/30/24	$ 32.00

Date Accepted (MM/DD/YY)	Scheduled Delivery Time	Insurance Fee	COD Fee
10/29/24	☐ 3:00 PM	$	$

Time Accepted		Return Receipt Fee	Live Animal Transportation Fee
1016	☑ AM ☐ PM	$	$

Special Handling/Fragile	Sunday/Holiday Premium Fee	Total Postage & Fees
$	$	32.00

Weight	☐ Flat Rate	Acceptance Employee Initials	
lbs.	ozs.	RD	$

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	☐ AM ☐ PM	
Delivery Attempt (MM/DD/YY)	Time	Employee Signature
	☐ AM ☐ PM	

LABEL 11-B, NOVEMBER 2023 PSN 7690-02-000-9996

POUCH

KNOCKOUT INSPECTIONS
9 Windmill Rd
ope, AL 36532

HATTIESBURG CITY CLERK
200 FORREST STREET
HATTIESBURG MS 39403-1898

r Qualifications-Qualified Eligible Lead
ns

9959 Windmill Rd
Fairhope AL 36532
251-517-4558

Knockout Home Inspections LLC Response to RFP: Lead-Based Paint Testing
City of Hattiesburg

1. **Description of Similar Testing**
   Knockout Home Inspections LLC has extensive experience in conducting lead-based paint testing. We have successfully completed lead-based paint testing for the CSP Healthy Homes Program and conducted Lead Safety Assessments for Harzo Inc. before construction repairs.

2. **Personnel Assigned, Qualifications, and Work Experience**

- **Colbey Goodwin**: Licensed Lead-Based Paint Inspector in Alabama and Mississippi, specializing in lead inspections since 2023.
- **Nathan Lippincott**: Licensed Lead-Based Paint Inspector and Risk Assessor in Alabama and Mississippi, with lead inspections and risk assessments experience since 2023.

3. **Understanding of the Project and Timetable**
   Knockout Home Inspections LLC will perform comprehensive lead-based paint testing in accordance with HUD-mandated procedures. This includes XRF (X-ray fluorescence) testing, soil testing, and collecting dust wipes. If lead-based paint is detected, we will conduct a lead-based paint risk assessment to evaluate potential hazards.

Onsite testing typically requires 3-6 hours, depending on the size of the property. Upon completion, if lab analysis is necessary, our report turnaround time is 3-5 days.

4. **Cost Proposal**
   Please refer to the attached quote for detailed pricing information.

5. **Other Services Available**
   In addition to lead-based paint inspections, Knockout Home Inspections LLC offers Air Quality Testing, Water Testing, and Sewer Scope Services to comprehensively assess environmental and structural health.

6. **Availability**
   We strive to accommodate scheduling within 2-5 days of receiving a job notice and coordinating with homeowners.

7. **Licenses and Certifications**
   Attached to this proposal are all relevant licenses and certifications for the personnel assigned to this project.

Knockout Inspections

9959 Windmill Road | Fairhope, Alabama 36532
251-517-4558 | info@koinspections.com | https://koinspections.com/

RECIPIENT:

City of Hattiesburg/Urban Development Community Development
P O Box 1898
Hattiesburg, MS 39403

Quote #1

Sent on _____

Total $2,050.00

SERVICE ADDRESS:

200 Forrest Street
Hattiesburg, Mississippi 39401

Product/Service	Description	Qty.	Unit Price	Total
Lead Based Paint Inspection	HUD Lead Inspection with XRF Machine & Soil Test	1	$1,200.00	$1,200.00
Lead Based Paint Clearance Inspection	HUD Clearance Inspection with up to 10 Dust Wipes included. **Additional Dust Wipes available at $75 per Wipe.	1	$850.00	$850.00

Total **$2,050.00**

State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
CHRIS WELLS, EXECUTIVE DIRECTOR

September 16, 2024

Colbey G Goodwin
Knockout Home Inspections, LLC
9959 Windmill Road
Fairhope, Alabama 36532

Re: Certificate of Licensure
Lead Inspector Certification

Your application for certification as a Lead Inspector has been approved by the Lead Certification Branch in accordance with the Mississippi Regulations for Lead-Based Paint Activities, Miss. Code Annotated Sections 49-17-501 through 49-17-531. Your Mississippi Certification number is PBI-00013017 which is reflected on your enclosed Mississippi Certification identification card or certificate.

Your Mississippi Certification is valid through September 15th, 2025. In order to maintain certification as a Lead Inspector, you must renew your license on or before the expiration date stated on your card or certificate and pay the renewal fee. If you should continue to perform lead-based paint activities after the expiration date, you will be in violation of the Mississippi Regulations for Lead-Based Paint Activities and may be cited for non-compliance.

It is your responsibility to ensure that you have met all the requirements for renewal of your lead certification.

If you have any questions, please feel free to contact Virginia Rickels at (601) 961-5777.

Sincerely,

Greg Mallery, P.E., Chief
Asbestos & Lead Branch

Enclosure

87309 LIC20240001



Not a Government ID

Mlssissippi Lead Certification

515 East Amite Street

Jackson, MS 39201

Colbey G. Goodwin

AI Number
87309

AGE	SEX	HEIGHT	WEIGHT
22	Male	5'10"	190

CLASS	NUMBER	EXPIRATION
Lead Inspector	PBI-00013017	9/15/2025

State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

CHRIS WELLS, EXECUTIVE DIRECTOR

September 16, 2024

Nathan D Lippincott
Knockout Home Inspections, LLC
9959 Windmill Road
Fairhope, Alabama 36532

Re: Certificate of Licensure
Lead Inspector Certification

Your application for certification as a Lead Inspector has been approved by the Lead Certification Branch in accordance with the Mississippi Regulations for Lead-Based Paint Activities, Miss. Code Annotated Sections 49-17-501 through 49-17-531. Your Mississippi Certification number is PBI-00013018 which is reflected on your enclosed Mississippi Certification identification card or certificate.

Your Mississippi Certification is valid through September 15th, 2025. In order to maintain certification as a Lead Inspector, you must renew your license on or before the expiration date stated on your card or certificate and pay the renewal fee. If you should continue to perform lead-based paint activities after the expiration date, you will be in violation of the Mississippi Regulations for Lead-Based Paint Activities and may be cited for non-compliance.

It is your responsibility to ensure that you have met all the requirements for renewal of your lead certification.

If you have any questions, please feel free to contact Virginia Rickels at (601) 961-5777.

Sincerely,

Greg Mallery, P.E., Chief
Asbestos & Lead Branch

Enclosure

87311 LIC20240001

State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
CHRIS WELLS, EXECUTIVE DIRECTOR

September 16, 2024

Nathan D Lippincott
Knockout Home Inspections, LLC
9959 Windmill Road
Fairhope, Alabama 36532

Re: Certificate of Licensure
Lead Risk Assessor Certification

Your application for certification as a Lead Risk Assessor has been approved by the Lead Certification Branch in accordance with the Mississippi Regulations for Lead-Based Paint Activities, Miss. Code Annotated Sections 49-17-501 through 49-17-531. Your Mississippi Certification number is PRA-00013019 which is reflected on your enclosed Mississippi Certification identification card or certificate.

Your Mississippi Certification is valid through September 15th, 2025. In order to maintain certification as a Lead Risk Assessor, you must renew your license on or before the expiration date stated on your card or certificate and pay the renewal fee. If you should continue to perform lead-based paint activities after the expiration date, you will be in violation of the Mississippi Regulations for Lead-Based Paint Activities and may be cited for non-compliance.

It is your responsibility to ensure that you have met all the requirements for renewal of your lead certification.

If you have any questions, please feel free to contact Virginia Rickels at (601) 961-5777.

Sincerely,

Greg Mallery, P.E., Chief
Asbestos & Lead Branch

Enclosure

87311 LIC20240002



Not a Government ID

Mlssissippi Lead Certification

515 East Amite Street

Jackson, MS 39201

Nathan D. Lippincott

AI Number
87311

AGE	SEX	HEIGHT	WEIGHT
42	Male	6'	230

CLASS	NUMBER	EXPIRATION
Lead Inspector	PBI-00013018	9/15/2025
Risk Assessor	PRA-00013019	9/15/2025

State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
CHRIS WELLS, EXECUTIVE DIRECTOR

September 16, 2024

Knockout Home Inspections LLC
Attn: Marilyn Adkison
9959 Windmill Road
Fairhope, Alabama 36532

Re: Certificate of Licensure
Lead Based Abatement Firm Certification

Your application for certification as a Lead Based Abatement Firm has been approved by the Lead Certification Branch in accordance with the Mississippi Regulations for Lead-Based Paint Activities, Miss. Code Annotated Sections 49-17-501 through 49-17-531. Your Mississippi Certification number is PBF-00000930 which is reflected on your enclosed Mississippi Certification identification card or certificate.

Your Mississippi Certification is valid through September 15th, 2025. In order to maintain certification as a Lead Based Abatement Firm, you must renew your license on or before the expiration date stated on your card or certificate and pay the renewal fee. If you should continue to perform lead-based paint activities after the expiration date, you will be in violation of the Mississippi Regulations for Lead-Based Paint Activities and may be cited for non-compliance.

It is your responsibility to ensure that you have met all the requirements for renewal of your lead certification.

If you have any questions, please feel free to contact Virginia Rickels at (601) 961-5777.

Sincerely,

Greg Mallery, P.E., Chief
Asbestos & Lead Branch

Enclosure

87310 LIC20240001

State of Mississippi

Department of Environmental Quality
Office of Pollution Control

Certificate of Licensure

In accordance with the Lead-Based Paint Activity Accreditation and Certification Act, Mississippi Code Annotated Sections 49-17-501 through 49-17-531

Be it known that

Knockout Home Inspections LLC

Having submitted acceptable evidence of qualifications and other appropriate information, is hereby granted this

Lead Based Abatement Firm

Certification

Chief, Asbestos & Lead Branch

Certificate No.: PBF-00000930
Expiration Date: September 15th, 2025

City of Hattiesburg
Community Development Division
LeadSafe Hattiesburg
Lead Hazard Reduction Grant Program

REQUEST FOR PROPOSAL:

Lead-Based Paint Testing Firms

Date Issued: October 10, 2024

Responses Due by: Thursday, October 31, 2024

REQUEST FOR PROPOSAL

LEAD-BASED PAINT TESTING SERVICES

The City of Hattiesburg is requesting proposals from interested licensed lead-based paint testing service providers for lead-based paint testing, soil sampling, risk assessments and clearance dust sampling at residential structures. Said testing must be performed in accordance with 24 CFR 35, HUD's Lead Safe Housing Rule, and its Guidelines for Evaluation and Control of Lead-Based Paint Hazards in Housing. The RFP will be available upon request at the City Clerk's Office in City Hall.

Overview:

The City of Hattiesburg was awarded grant funding from the Office of Lead Hazard Control and Healthy Homes (OLHCHH) in 2021 and is subject to HUD rules and requirements.

Description of the Project

The City of Hattiesburg is committed to the provision and preservation of safe, affordable housing for its residents, and maintenance of the City's existing housing stock. Using HUD funds administered by the City of Hattiesburg's Community Development Division (CoHCDD), LeadSAFE Hazard Reduction Program helps qualified homeowners, landlords, and renters improve the safety of their properties and homes by testing for and remediating lead paint. Funded by the Department of Housing and Urban Development (HUD) Office of Lead Hazard Control and Healthy Homes (OLHCHH), the LeadSAFE Hattiesburg program .

Outcome/Goal:

To help eligible, qualified, homeowners, landlords, and renters improve the safety of their properties and homes by testing for and remediating lead paint.

Locations to be tested:

All properties are located within the city limits of Hattiesburg. *These properties to be inspected are occupied.

Scope of Services:

1. To conduct lead-based paint testing and perform risk assessments of selected single-family properties, including XRF testing of all interior and exterior surfaces, and collecting dust wipes following HUD mandated procedures of the residential structures in accordance with 24 CFR 35, HUD's Lead Safe Housing Rule, and its Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing.
2. Should lead-based paint be detected, conduct a lead-based paint risk assessment.

3. Provide the City's Department of Urban Development, Community Development Division (CDD), LeadSAFE Hattiesburg Program with a complete inspection and assessment report.
4. Final report may be provided in the form of a PDF.

Required Information:

Responses to this Request for Proposal should include the following information:

1. A description of similar testing programs completed by the Consultant/Firm
2. A list of specific personnel who will be assigned to this project along with a description of their professional qualifications and work experience. This list should identify clearly specific tasks that each assigned person will be expected to accomplish along with the proportionate amount of time that each person will spend on the project.
3. A written statement which clearly demonstrates an understanding of the project and includes a timetable for completion of tasks.
4. A cost proposal for completion of each task: one per unit cost for the original risk assessment, including XRF testing and provision of report and; a separate per unit cost for clearance and provision of a clearance reports.
5. Information regarding other testing services available from the Consultant/Firm.
6. A statement of availability of the Consultant, including the lead time necessary for scheduling specific tests.
7. Licenses and certification of staff to be involved in the tasks to be performed.

Respondents are required to provide the CoHCDD with two (2) copies of the proposal as well as a separate cost estimate for the project. Applicant must be capable of meeting lead work requirements of the U S Department of Housing and Urban (HUD), and the Mississippi Department of Environmental Quality (MDEQ) .

Term of Work

As needed for a period ending, December 31, 2026. All contracts are based on the availability of program funds from the Lead Hazard Reduction Grant.

Consultant Selection

The following criteria, in order of importance, will be used in selecting environmental testing firms for the LeadSAFE Hattiesburg Program:

1. Qualification of an individual/firm, with special emphasis on previous experience with related projects.
2. Qualifications and experience of specific personnel actually providing the services.
3. Costs.
4. Availability.
5. MBE, WBE, SERB designation.

Projects will be dependent upon the availability of funds from the Lead Hazard Reduction Grant. CoHCDD reserves the right to reject any or all proposals without penalty.

Minority and Women Owned Business and Section 3 Policy

It is public policy of the CoHCDD to promote the opportunity for full participation by minority's and women's business enterprises ("MBE's and WBE's") in all housing and community development programs.

In federally funded contracts CoHCDD adheres to Section 3 of the Housing and Urban Development Act, which requires that to the fullest extent possible opportunities for training and employment be given to low income residents of the project area.

Non-Discrimination/Sexual Harassment

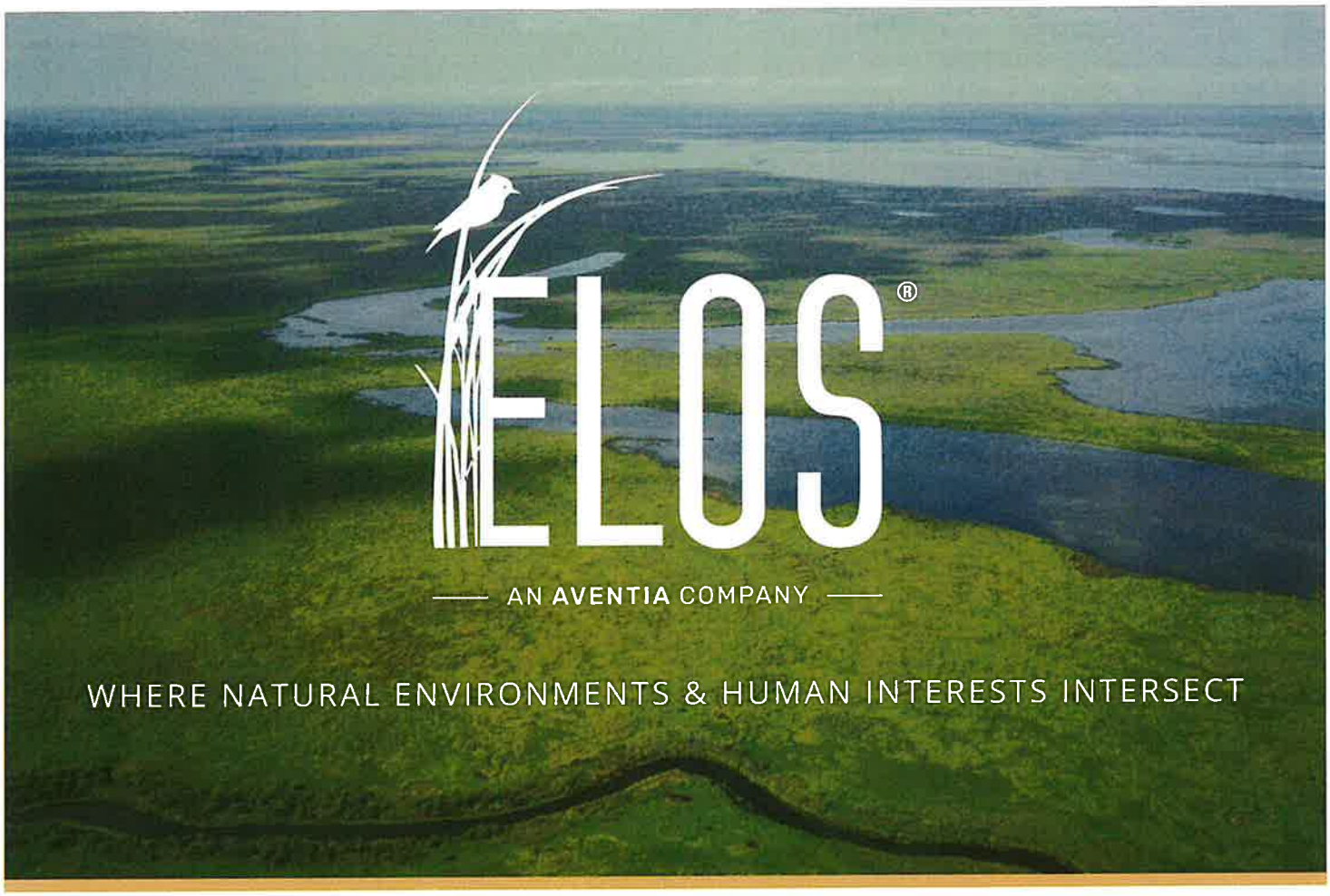
CoHCDD does not discriminate against or tolerate harassment of any person on the basis of actual or perceived ethnicity, race, color, ancestry, religion, national origin, gender identity or expression, martial or familiar status, sexual orientation, mental or physical disability, use of guide or supportive animals or mechanical aids and/or source of income in its conduct of business with any applicant, contractor, or subcontractor.

Submittal Due Date

Statements of Qualifications will be received until 10:00 a.m., Thursday, October 31, 2024, in the City Clerk's Office in the Hattiesburg City Hall, located at 200 Forrest Street, P. O. Box 1898, Hattiesburg, MS 39403-1898. SOQs will be opened beginning at 10:00 a.m., Thursday, October 31, 2024.

Please keep all contents together, do not submit partial packets. Ensure all contents are included in the completed packet prior to submission. Responses to this Request can be mailed or hand delivered to: City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, MS 39403-1898.

Each Respondent is responsible for labeling the exterior of the sealed envelope, marked in the lower left-hand corner with the words: **Request for Qualifications-Lead Testing Firms**, and the **Date of Bid Opening – Thursday, October 31, 2024**.



LeadSAFE Hattiesburg Program - Lead-Based Paint Testing, Soil Sampling, Risk Assessment, and Dust Clearance Samples

City of Hattiesburg
October 31, 2024

Submitted By:
ELOS Environmental, LLC
607 W Morris Ave
Hammond, LA 70403
Lucas Watkins, President
P: 985-662-5501
F: 985-662-5504
E: lwatkins@elosenv.com

Submission to:
City of Hattiesburg
Attn: Office of the Clerk
P.O. Box 1898, 200 Forrest Street
Hattiesburg, MS 39403-1898
601-554-1006

This document has been prepared with the expectation that information identified as "CONFIDENTIAL" shall be redacted should the contents of this proposal be published for recording or documentation purposes.

City of Hattiesburg
Attn: Office of the Clerk
P.O. Box 1898, 200 Forrest Street
Hattiesburg, MS 39403 – 1898

LeadSAFE Hattiesburg Program - Lead-Based Paint Testing, Soil Sampling, Risk Assessment, and Dust Clearance Samples

RFQ Evaluation Committee:

ELOS Environmental, LLC (ELOS) is pleased to submit to the City of Hattiesburg our qualifications for the City's LeadSAFE Hattiesburg Program to perform lead-based paint inspections, risk assessments, and dust clearance samples.

Established in 2006 by two young entrepreneurs from southeast Louisiana, ELOS is a professional consulting firm with a background in environmental services. Our familiarity with federal, state, and local agencies - in combination with rich expertise in relevant scientific technologies - has resulted in streamlined services for our clients, saving them valuable time and money while achieving their goals. Thanks to our familiarity with government programs and project processes, ELOS effectively navigates projects funded by the U.S. Department of Housing and Urban Development (HUD).

ELOS has performed lead-based paint inspections, risk assessments, and dust clearance samples for other HUD-funded programs and for housing authority properties funded through HUD. We also understand that the overall goal is to help eligible, qualified homeowners, landlords, and renters improve the safety of their properties and homes by testing for and remediating lead paint. The enclosed response includes our qualifications, experience, certifications, and requested supporting documentation. On behalf of our team, I would like to thank you for your consideration.

Respectfully,



Lucas Watkins
President/Environmental Scientist
ELOS Environmental, LLC

lwatkins@elosenv.com
985-662-5501
607 W Morris Ave
Hammond, LA 70403

UEI/DUNS: WJMJE9NDGGV7
CAGE: 6HH46
EPA License: LBP F208860-2

1. Firm Background & Experience

Established in 2006 by two young entrepreneurs from southeast Louisiana, ELOS is a privately owned Limited Liability Corporation and professional consulting firm with a background in environmental services, offering an interdisciplinary approach to program and project management. We are part of Aventia, backed by Bernhard Capital Partners. ELOS is a Louisiana-based firm and is also licensed to work in Mississippi (see attached MS SOS Registration); the specific industrial hygiene certifications are reciprocal between the states with about two weeks of paperwork processing time (see attached MS code concerning reciprocity).

ELOS and its staff have a broad range of experience, including providing industrial hygiene services in normal circumstances and during disaster recovery, throughout the state and in other states as far away as New York. We inspect using the EPA, HUD, FEMA, and MDEQ requirements, depending on which standard(s) is to be used, and we have experience with HUD- and FEMA-funded projects, including the following:

- **Homes in the Lead and Healthy Homes Program**, Louisiana Housing Corporation (HUD) (45 sites, lead)
- **Homes in the Louisiana Restore Program**, Office of Community Development (HUD) (lead)
- **Housing Complexes for the City of Oakdale Housing Authority** (HUD) (55 units, asbestos and mold)
- **Homes in the St. Tammany Parish Home Buyout Program** (FEMA) (4 sites, lead and asbestos)
- **Apartments in Complexes for the New York City Housing Authority** (HUD) (3,843 units, lead)
- **Sacred Heart of Jesus School in St. Charles Parish** (1 site, lead and asbestos)
- **Municipal buildings owned by the City of Kenner** (12 sites, lead, asbestos, and mold)
- **Louisiana Baptist Convention Churches in Lake Charles** (14 sites, lead, asbestos, and mold)

ELOS professionals have experience providing documentation to complete state and federal reports, such as renovation, demolition, and lead- or asbestos-contaminated debris activity forms.

ELOS specializes in providing comprehensive testing services for asbestos, lead, mold, and risk assessments. These hazardous substances pose significant risks to human health and require a thorough assessment to ensure safe and healthy environments. Our goal is to provide accurate and reliable testing services to create safer environments, ensure regulatory compliance, and protect human health. References from clients are provided within the resumes.

2. Methodology & Notification

ELOS is able to respond within a week of notification when requested to perform lead testing services; however, in cases of emergency, ELOS can respond faster. To ensure project efficiency and costs, ELOS will require **a minimum of three homes** to be scheduled for testing prior to arrival (Cost Per Unit is based on this).

Lead-Based Paint Inspections

The inspection, made by an accredited inspector, will determine whether lead-based paint is present in a structure and, if present, which building components contain lead-based paint. To complete this task, ELOS will:

1. Use the HUD/EPA standard for lead-based paint of 1.0 mg/cm^2 or 0.5% by weight, as defined by Title X of the 1992 Housing and Community Development Act.
2. Use X-ray fluorescence (XRF) technology and take at least one individual XRF reading on each testing combination in each room equivalent to test for the presence or absence of lead-based paint. For walls, the inspector will take at least four readings (one reading on each wall) in each room equivalent.
3. Classify the XRF results for each testing combination.
4. Provide an inspection report with results.

Lead Clearance Testing (Initial and Additional)

The purpose of the lead clearance testing, performed by an accredited inspector, is to determine if all the previously identified lead hazards have been removed. All sampling and analytical protocols will strictly adhere to HUD-required procedures. The Lead Risk Assessor or Lead Inspector will also answer questions to help clarify final reports and findings. To complete this task, ELOS will:

1. Return to the target home after construction is complete and perform clearance testing to certify the removal of the hazard(s) found during the initial inspection. The inspection will be conducted using the procedures dictated by Miss. Code Ann. § 49-17-501 to 531, 11 Miss. Admin. Code, Pt. 2, Ch. 9, Rule 9.5,MDE and in accordance with HUD Guidelines.
2. Perform a surface-by-surface visual examination of painted surfaces associated with hazards that were previously identified through the use of the XRF Surveying instrument, lead dust sampling, and lead soil sampling.
3. Check if paint conditions are restored to intact condition in all locations where components were previously noted to have deteriorating lead-based paint.
4. Collect dust samples from the interior floors and windowsills of all room equivalents previously noted to have a lead hazard as well as their adjacent room equivalents.
5. Collect soil samples from the front yard, backyard, and drip lines along the building perimeter as necessary based on any previously noted lead hazards existing in outdoor areas or on outdoor building components.
6. Send collected samples to an accredited laboratory for analysis with a 72-hour turnaround from receipt by the laboratory.
7. Provide a written report in accordance with 11 Miss. Admin. Code, Pt. 2, Ch. 9 and the HUD Lead Guidelines. The report will include paint condition for each identified hazard location.

3. XRF Device Information & Safety

ELOS uses a Viken Model Pb200i X-ray fluorescence analyzer (XRF) to test suspect building materials, which allows lead risk assessors and inspectors to quickly identify lead hazards. The XRF technology analyzes and determines what elements in the periodic table make up a specific object or sample. XRF devices work by measuring the fluorescence (or secondary) X-ray emitted from a sample when it is scanned by a primary X-ray source (the device). These devices are particularly useful in detecting lead.

The time required for a measurement will depend on the nature of the sample (wood, metal, other) and the levels of detection required. High percentage levels will take a few seconds, while part-per-million levels will take a few minutes. ELOS professionals have performed over 10,000 inspections using this type of device. Additionally, XRF devices can provide immediate results, eliminating the need to collect paint chip samples and send them to a laboratory. This can make projects less expensive and much more efficient. Data from the device can then be downloaded to generate a report of samples taken.

ELOS is EPA-certified for lead-based paint activities (certificate included). Our staff members follow ELOS' radiation safety policy and plan and receive radiation safety training routinely. Josh Macheca is certified as a radiation safety officer (certificate included).

ELOS owns 13 XRF units and will commit the following three units to this project. More can be committed if needed.

Serial #2528

Serial #2529

Serial #2531

4. Qualified Personnel – Resumes, Certifications, and Insurance

As shown in the the firm's background and in the following resumes, ELOS has many years of experience, including seven years working with HUD-based projects, that involve lead-based paint inspections, risk assessments, and clearance examinations. ELOS knows how to plan, design, and monitor projects to ensure that inspections are conducted timely and in compliance with state and federal regulations. Each inspection is followed with a technical report that describes the methodology and results in addition to offering remediation strategies.

ELOS will dedicate three people to the City's LeadSAFE Hattiesburg Program. All three are certified Lead Inspectors and Lead Risk Assessors (currently certified in Louisiana and able to be certified by reciprocity in Mississippi) and have completed XRF safety training. All three can be dedicated to the program full-time if the workload is sufficient. Mr. Macheca will serve as Project Manager and as the primary contact for scheduling, reports, and any needed questions or challenges that may arise during the contract term, which was advertised as ending on December 31, 2026. All three have extensive experience with similar programs and work well with tenants and homeowners when scheduling, inspecting, and, if needed, explaining the inspection results.

ELOS is licensed by the EPA as a firm capable of performing lead-based paint activities (License #LBP F208860-2).

ELOS also has the required insurance. A Certificate of Insurance naming the City of Hattiesburg will be issued if ELOS is selected to perform this work (see attachment as Evidence of Coverage).

The following abbreviated resumes are provided for each of the qualified inspectors and assessors.



JOSHUA MACHECA

Industrial Hygiene Project Manager
jmacheca@elosenv.com

Joshua Macheca leads ELOS' team of industrial hygiene staff and serves as the project manager for ongoing industrial hygiene projects, which include lead, asbestos, and mold testing. Mr. Macheca is a certified asbestos inspector, a certified lead risk assessor, and a certified lead inspector. He has successfully managed large-scale programs for lead inspections and risk assessments.

RELEVANT PROJECT EXPERIENCE

RESTORE Louisiana Program
Statewide, Project Manager, November 2017 - Ongoing
Mr. Macheca is the project manager and senior lead paint inspector for the Restore Louisiana program. He and his team have completed hundreds of lead paint inspections and hazard risk assessments so far for the Restore program. Mr. Macheca uses his technical knowledge of HUD and EPA standards to efficiently and properly complete all fieldwork, lead his team, and remain in compliance

Louisiana Housing Corporation - Lead Program
Statewide, Project Manager, August 2023 - Ongoing
ELOS is contracted to perform lead-based paint inspections and hazard risk assessments for the Louisiana Housing Corporation under the Lead and Healthy Homes Program. To date, ELOS has performed 45-50 inspections. Mr. Macheca oversees the inspections, reviews the reports, and facilitates scheduling and compliance.

New York City Housing Authority - Lead Abatement Program
New York, NY, Project Manager, October 2019 - August 2022
ELOS was contracted by the New York City Housing Authority and TetraTech to provide lead paint inspections in multifamily dwelling complexes built before 1978. ELOS provided lead paint inspections and summarized the results in final reports documenting the presence of any lead hazards for approximately 3,843 apartments that varied in size from one to six bedrooms. As project manager, Mr. Macheca oversaw all elements of this project, including recruiting and managing project staff, coordinating with tenants, managing the XRF lead testing, and ensuring compliance with ELOS' licensure and safety plan.

EDUCATION

AAS, Drafting and Design Technologies, Northshore Technical Community College, 2016

CERTIFICATIONS & TRAINING

- LDEQ Asbestos Inspector, AI #208653
- LDEQ Lead Risk Assessor, AI #208653
- LDEQ Lead Inspector, AI #208653
- Radiation Safety Officer (Troxler), 2021
- Heuresis Corporation Instrument Operator Training, Pb200i, 2017

YEARS OF EXPERIENCE

With Firm: 7
Total: 7

AREAS OF EXPERTISE

- Lead-based Paint Inspections, Risk Assessments, & Clearance
- Asbestos Testing, Air Monitoring, & Clearance
- Mold Surveys
- OSHA and EPA Regulatory Compliance

STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

certifies that

Joshua Macheca

Has complied with all requirements of the Louisiana Department of Environmental Quality and is authorized to perform the duties of

Lead Inspector

Accreditation No. JI208653 AI No. 208653

Date of Issuance June 13, 2024 Expiration July 22, 2025

Failure to comply with all applicable provisions of La. R.S. 2025.E. (1)(a) and La. R.S. 2025.F. (2)(a) may result in civil and/or criminal enforcement actions by the State.

Charles Finley
Public Participation & Permit Support Division
Office of Environmental Services

STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

certifies that

Joshua Macheca

Has complied with all requirements of the Louisiana Department of Environmental Quality and is authorized to perform the duties of

Lead Risk Assessor

Accreditation No. JR208653 AI No. 208653

Date of Issuance June 13, 2024 Expiration July 23, 2025

Failure to comply with all applicable provisions of La. R.S. 2025.E. (1)(a) and La. R.S. 2025.F. (2)(a) may result in civil and/or criminal enforcement actions by the State.

Charles Finley
Public Participation & Permit Support Division
Office of Environmental Services



Certificate ID: 6C6936B06325C260

Radiation Safety Officer Certification

This certifies that

Josh Macheca

has successfully completed the official Troxler Radiation Safety Officer Course. This person was taught and demonstrated knowledge of radiation safety and the regulatory requirements associated with the role of Radiation Safety Officer for a portable nuclear gauge license on this date:

Jul 27, 2021

TROXLER
The Leader in Construction Testing Equipment

Troxler Electronic Laboratories, Inc.
P.O.BOX 12057 - 3008 E. Cornwallis Road - Research Triangle Park, NC 27709
Phone:(919) 549-8661 - Fax: (919) 549-0761 - www.troxlerlabs.com



ERIC POCHE

Industrial Hygiene Specialist
epoche@elosenv.com

CERTIFICATIONS & TRAINING

- LDEQ Asbestos Inspector, AI # 208652
- LDEQ Lead Risk Assessor, AI #208652
- LDEQ Lead Inspector, AI #208652

YEARS OF EXPERIENCE

With Firm: 4
Total: 4

AREAS OF EXPERTISE

- Lead-Based Paint Inspections, Risk Assessments, & Clearances
- Mold Surveys/Inspections
- Air Monitoring
- Air Clearance
- Asbestos Services

Eric Poche has served as a licensed lead inspector and lead hazard risk assessor in the Restore Louisiana Program since 2017. He is also a licensed asbestos inspector. Mr. Poche assisted in managing a team in New York that provided lead paint inspections in multifamily dwelling complexes built before 1978. Mr. Poche is currently operating as a licensed lead inspector and lead hazard risk assessor for the Restore Louisiana Program again.

RELEVANT PROJECT EXPERIENCE

Restore Louisiana Program
Statewide, Team Manager, 2017 - Ongoing
Mr. Poche is licensed in Louisiana and functions as one of the lead paint inspectors and risk assessors at ELOS. Mr. Poche has worked as part of the RESTORE Louisiana program since 2017, completing hundreds of lead paint inspections and hazard risk assessments. Mr. Poche ses his technical knowledge of HUD and EPA standards to efficiently and properly complete all fieldwork.

New York City Housing Authority - Lead Abatement Program
New York, NY, Project Manager, October 2019 - August 2022
ELOS was contracted by the New York City Housing Authority and TetraTech to provide lead paint inspections in multifamily dwelling complexes built before 1978. ELOS provided lead paint inspections and summarized the results in an official report documenting the presence of any lead hazards for approximately 3,843 apartments that varied in size from one to six bedrooms. Mr. Poche led the New York team in conducting inspections and completing final reports for each unit.

City Of Kenner Environmental Quality Inspections
Kenner, LA, Inspector/Risk Assessor, December 2020 - October 2021
ELOS was contracted to perform environmental quality inspections for lead, asbestos, and mold testing for 12 City of Kenner buildings, including two gyms, two community buildings, three city hall buildings, a fire administration headquarters, a storage facility, an old jail/JP office, a recreation headquarters, and a dance/ceramics complex. Mr. Poche functioned as one of the lead paint inspectors/risk assessors performing the environmental quality inspections. He was responsible for completing lead paint and asbestos inspections, as well as assisting with the preparation of the final reports.

STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

certifies that

Eric C Poche

Has complied with all requirements of the Louisiana Department of Environmental Quality and is authorized to perform the duties of

Lead Inspector

Accreditation No. JI208652 **AI No.** 208652

Date of Issuance June 18, 2024 **Expiration** July 22, 2025

Failure to comply with all applicable provisions of La. R.S. 2025.E. (1)(a) and La. R.S. 2025.F. (2)(a) may result in civil and/or criminal enforcement actions by the State.

Charles Finley
Public Participation & Permit Support Division
Office of Environmental Services

STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

certifies that

Eric C Poche

Has complied with all requirements of the Louisiana Department of Environmental Quality and is authorized to perform the duties of

Lead Risk Assessor

Accreditation No. JR208652 **AI No.** 208652

Date of Issuance June 18, 2024 **Expiration** July 23, 2025

Failure to comply with all applicable provisions of La. R.S. 2025.E. (1)(a) and La. R.S. 2025.F. (2)(a) may result in civil and/or criminal enforcement actions by the State.

Charles Finley
Public Participation & Permit Support Division
Office of Environmental Services



Certificate of Training

Eric Poche

Has completed the Heuresis Corporation training materials presented on the topic of Instrument Operator Training, Pb200i, with regards to the materials licensed by the Commonwealth of Massachusetts and the Nuclear Regulatory Commission.

Instrument Operator Training
Heuresis Corporation, Pb200i

I confirm that the above named individual has received the training listed on this certificate.

Jeremy Sheppard — Name
10/5/2017 — Date

Regional Sales Manager — Title

I certify that I have received the stated training and understand the content presented. I understand that I can follow up this training with questions from Heuresis Corporation.

Name

10/5 — Date



WILLIAM FLETCHER

Industrial Hygiene Specialist
wfletcher@elosenv.com

William Fletcher is a member of the industrial hygiene team who serves as a lead inspector and lead risk assessor. He was also a fifth-generation strawberry farmer and served in the military police as part of Operation Desert Storm.

RELEVANT PROJECT EXPERIENCE

RESTORE Louisiana Program
Statewide, Project Manager, November 2017 - Ongoing
ELOS is contracted to perform lead-based paint inspections, lead risk assessments, and asbestos surveys for residential properties to qualify them for repair funding after they were impacted by 2016 floods and other natural disasters. Mr. Fletcher uses his technical knowledge of HUD and EPA standards to efficiently and properly complete all fieldwork for lead-based paint inspections and lead risk assessments.

Louisiana Housing Corporation - Lead Program
Statewide, Project Manager, August 2023 - Ongoing
ELOS is contracted to perform lead-based paint inspections and hazard risk assessments for the Louisiana Housing Corporation under the Lead and Healthy Homes Program. Approximately 75-100 units have been included in the contract that services 20 parishes. To date, ELOS has performed 45-50 inspections. Mr. Fletcher conducts lead-based paint inspections and lead risk assessments.

EDUCATION

BS, General Studies, Louisiana State University, 1993

CERTIFICATIONS & TRAINING

- LDEQ Asbestos Inspector, AI #208653
- LDEQ Lead Risk Assessor, AI #208653
- LDEQ Lead Inspector, AI #208653
- Heuresis Corporation Instrument Operator Training, Pb200i, 2017

YEARS OF EXPERIENCE

With Firm: 1
Total: 1

AREAS OF EXPERTISE

- Lead-based Paint Inspections, Risk Assessments, & Clearance
- Asbestos Testing, Air Monitoring, & Clearance
- Mold Surveys
- OSHA and EPA Regulatory Compliance

STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

certifies that

William E Fletcher

Has complied with all requirements of the Louisiana Department of Environmental Quality and is authorized to perform the duties of

Lead Inspector

Accreditation No. NI241290 AI No. 241290

Date of Issuance November 15, 2023 Expiration November 15, 2024

Failure to comply with all applicable provisions of La. R.S. 2025.E. (1)(a) and La. R.S. 2025.F. (2)(a) may result in civil and/or criminal enforcement actions by the State.

Charles Finley
Public Participation & Permit Support Division
Office of Environmental Services

STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

certifies that

William E Fletcher

Has complied with all requirements of the Louisiana Department of Environmental Quality and is authorized to perform the duties of

Lead Risk Assessor

Accreditation No. NR241290 AI No. 241290

Date of Issuance November 15, 2023 Expiration November 15, 2024

Failure to comply with all applicable provisions of La. R.S. 2025.E. (1)(a) and La. R.S. 2025.F. (2)(a) may result in civil and/or criminal enforcement actions by the State.

Charles Finley
Public Participation & Permit Support Division
Office of Environmental Services

United States Environmental Protection Agency

This is to certify that

ELOS Environmental, LLC

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires October 15, 2025

LBP-F208860-2
Certification #

September 02, 2022
Issued On

Michelle Price, Chief
Lead, Heavy Metals, and Inorganics Branch

Michael Watson
SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
ELOS Environmental, LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	1418442
Status:	Good Standing
Effective Date:	11/13/2023
State of Incorporation:	DE
Principal Office Address:	607 W Morris Ave Hammond, LA 70403

Registered Agent

Name

C. T. CORPORATION SYSTEM
645 LAKELAND EAST DRIVE STE 101
FLOWOOD, MS 39232

Officers & Directors

Name	Title
Kefalari Mason 12265 West Bayaud Avenue, Suite 235 Lakewood, CO 80228	Secretary
Dirk Applegate 12265 W Bayaud Ave Lakewood, CO 80228	Manager

WRITTEN CONSENT OF THE SOLE MEMBER OF ELOS ENVIRONMENTAL, LLC

(Signatory Authority – Bids and RFPs)

The undersigned, Aventia Operations, LLC, being the sole member (the "**Sole Member**") of ELOS Environmental, LLC, a Delaware limited liability company (the "**Company**"), hereby adopts by written consent the following resolutions:

BE IT RESOLVED, by the Sole Member of the Company that each of (i) Lucas Watkins, President of the Company; (ii) Dirk Applegate, Chief Executive Officer of the Company, and (iii) Kefalari Mason, Secretary and Treasurer of the Company (each, a "**Designated Officer**"), acting singly, each be and hereby is authorized and empowered in the name of and on behalf of the Company to enter into, execute and deliver any requests for proposal or bids and any such contracts or agreements, certificates, instruments and other documents relating to such requests for proposal or bids, provided, in each case, such authority shall be subject to the following monetary limitations:

1. Firm fixed price bids/RFPs not to exceed $1,000,000
2. T&M bids/RFPs with cap not to exceed $1,000,000
3. Cost plus fixed fee bids/RFPs not to exceed $2,000,000
4. T&M bids/RFPs without cap not to exceed $2,000,000

(collectively, the "**Authorized Documents**"), and any and all amendments, modifications, and supplements thereto, and to include therein all such terms, provisions, conditions and stipulations as such Designated Officer shall determine appropriate in his or her discretion, such determination to be conclusively evidenced by such Designated Officer's execution and delivery thereof; provided, however, that the authority and power granted hereby to the Designated Officer shall be limited solely to such matters to be undertaken in the ordinary course of business of the Company which do not involve any self-dealing transactions involving the Designated Officer (excluding any transaction in which the Sole Member and the Designated Officer are participating jointly as a counterpart to the transaction with the Company).

BE IT FURTHER RESOLVED, that each Designated Officer, acting singly, be and is hereby further authorized and empowered in the name of and on behalf of the Company to execute and deliver all such other agreements, documents, certificates and instruments and to take and to cause to be taken all such actions as may be necessary or desirable in the sole discretion of such Designated Officer, acting singly, in order to consummate any transaction authorized by the preceding resolutions.

BE IT FURTHER RESOLVED, that each Designated Officer, acting singly, is expressly authorized and empowered to designate and appoint in writing (electronic mail transmission being sufficient) any other officer or officers of the Company to act in his or her place and stead in order to exercise all or any of the powers and authorities granted to such Designated Officer pursuant to the preceding resolutions, and upon such written designation and appointment, each such other officer or officers shall have such power and authority as may be granted by such Designated Officer therein.

BE IT FURTHER RESOLVED, that, in connection with the execution and delivery of an Authorized Document by a Designated Officer, a third party should provide, and require, certification of forms of authorized resolutions adopted by the Sole Member of the Company, provided such forms of resolutions are consistent with and limited to the authority granted to such Designated Officer by the foregoing resolutions, then upon the filing of copies of such forms of resolutions by the Designated Officer with the minute books of the Company, (i) such forms of resolutions shall thereupon be deemed

to have been duly adopted by the Sole Member of the Company, and (ii) such forms of resolutions may be certified by the Designated Officer as having been adopted by the Sole Member of the Company.

[*Signature page follows*]

Effective as of the 4th day of September, 2024.

SOLE MEMBER OF ELOS ENVIRONMENTAL, LLC:

AVENTIA OPERATIONS, LLC

By: _____
Name: Chris Dillon
Title: President

(a) Each certificate must be renewed annually during the period of required training.

(b) Refresher training must be successfully completed in each discipline every three (3) years following successful completion of the initial training course.

(2) Certification of Firms

Unless the Commission revokes or suspends a certificate, the initial certificate shall remain in effect for a period of one (1) year. To maintain certification, the certification license must be renewed annually.

Q. *Reciprocity*

Any person who has been issued a certificate in another state or a tribe which has certification, educational, and experience requirements equal to or greater than those of this State, and which grants equal certification privileges to persons certified in this State, may be issued a certificate in this State upon terms and conditions determined by the Department.

Source: Miss. Code Ann. *§§ 49-17-501, et seq., 49-2-1, et seq. and 49-17-1, et seq.*

Rule 9.5 Work Practice Standards for Conducting Lead-Based Paint Activities.

A. *Effective Date, Applicability, and Terms.*

(1) Beginning on the date of adoption all lead-based paint abatement and renovation activities shall be performed pursuant to the work practice standards contained in this rule.

(2) When performing any lead-based paint activity described by the certified individual as an inspection, lead-hazard screen, risk assessment, renovation, or abatement, a certified individual must perform that activity in compliance with the appropriate requirements below.

(3) Documented methodologies that are appropriate for this rule are found in the following: The U.S. Department of Housing and Urban Development (HUD) Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing; the EPA Guidance on Residential Lead-Based Paint, Lead-Contaminated Dust, Lead-Contaminated Soil; the EPA Residential Sampling for Lead: Protocols for Dust and Soil Sampling (EPA report number 7474-R-95-001); 40 CFR Part 745, Lead; Requirements for Lead-Based Paint activities in Target Housing and Child-occupied Facilities: Final Rule (Federal Register, Volume 61, Number 169, Thursday, August 29, 1996); EPA Lead; Renovation, Repair, and

CERTIFICATE OF LIABILITY INSURANCE

7/9/2024

DATE (MM/DD/YYYY)
6/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 2100 ROSS AVENUE, SUITE 1400 DALLAS TX 75201 214-720-5563	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1543576 ELOS Environmental, LLC 607 W Morris Ave Hammond LA 70403	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : AXIS Surplus Insurance Company — 26620 INSURER B : Vantapro Specialty Insurance Company — 44768 INSURER C : Louisiana Workers' Compensation Corp. — 22350 INSURER D : Starstone National Insurance Company — 25496 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 20678274 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contr. Poll. $1M/$2M [X] Prof. Liab. $$1M/$2M GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	EMP21003036-03	7/9/2023	7/9/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	5087-1164-00	7/9/2023	7/9/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
A D	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	EMX21000821-03 F80479232AEM	7/9/2023 7/9/2023	7/9/2024 7/9/2024	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $ XXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	161178-D	7/9/2023	7/9/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

20678274
Evidence of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SAM.GOV®

ELOS ENVIRONMENTAL, LLC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
WJMJE9NDGGV7	**6HH46**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Mar 6, 2025**	
Physical Address	Mailing Address	
607 W Morris AVE **Hammond, Louisiana 70403-4025** **United States**	**607 West Morris Avenue** **Hammond, Louisiana 70403** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**Elos Environmental, Llc**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Louisiana 05	**Louisiana / United States**	**https://www.elosenv.com/**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Mar 6, 2024	**Mar 6, 2024**	**Aug 22, 2011**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Dec 15, 2006	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**Limited Liability Company**
Profit Structure		
For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	**No**
EFT Indicator	CAGE Code
0000	**6HH46**

Points of Contact

Electronic Business

Drake L Arnone, BD President
607 West Morris Avenue
Hammond, Louisiana 70401
United States

Caleb M Moll, Bids and Proposals Coordinator
607 West Morris Avenue
Hammond, Louisiana 70403
United States

Government Business

Lucas Watkins, President
607 West Morris Avenue
Hammond, Louisiana 70401
United States

Past Performance

Drake L Arnone, BD President
607 West Morris Avenue
Hammond, Louisiana 70403
United States

Lucas Watkins, President
607 West Morris Avenue
Hammond, Louisiana 70403
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541620**	**Environmental Consulting Services**
	541330	**Engineering Services**
	541370	**Surveying And Mapping (Except Geophysical) Services**
	541611	**Administrative Management And General Management Consulting Services**
	541690	**Other Scientific And Technical Consulting Services**

Product and Service Codes

PSC	PSC Name
F004	**Natural Resources/Conservation- Forest/Range Fire Rehabilitation (Non-Construction)**
F005	**Natural Resources/Conservation- Forest Tree Planting**
F006	**Natural Resources/Conservation- Land Treatment Practices**
F018	**Natural Resources/Conservation- Other Forest/Range Improvements (Non-Construction)**
F019	**Natural Resources/Conservation- Other Wildlife Management**
F020	**Natural Resources/Conservation- Fisheries Resources Management**
F099	**Natural Resources/Conservation- Other**
F101	**Environmental Systems Protection- Air Quality Support**
F103	**Environmental Systems Protection- Water Quality Support**
F110	**Environmental Systems Protection- Development Of Environmental Impact Statements And**

F111	Assessments, Technical Analysis And Environmental Audits
F112	Environmental Systems Protection- Multiple Pollutant Support
	Environmental Systems Protection- Oil Spill Response
F113	Environmental Systems Protection- Wetlands Conservation And Support
F114	Environmental Systems Protection- Environmental Licensing And Permitting
F115	Environmental Systems Protection- Environmental Consulting And Legal Support
F999	Other Environmental Services

Disaster Response

Yes, this entity appears in the disaster response registry.

No, this entity does not require bonding to bid on contracts.

Bonding Levels	Dollars
	(blank)

States	Counties	Metropolitan Statistical Areas
Any	**(blank)**	**(blank)**

ELOS
AN AVENTIA COMPANY

MOLD, ASBESTOS & LEAD TESTING

ELOS specializes in providing comprehensive testing services for mold, asbestos and lead. These hazardous substances pose significant risks to human health and require a thorough assessment to ensure safe and healthy environments. Our goal is to provide accurate and reliable testing services to create safer environments, ensure regulatory compliance, and protect human health.

Our staff members consist of certified EPA/DEQ licensed lead paint inspectors and risk assessors, DEQ certified asbestos inspectors and supervisors, experienced mold technicians, and a certified industrial hygienist.



MOLD TESTING

Mold is everywhere, but mold only becomes a problem when the concentrations of mold are too high, causing problems to human health or unsightly damage to property. ELOS's experienced staff are trained to investigate and recognize the signs of active microbial growth, as well as to recognize those conditions that lead to microbial growth.

ASBESTOS TESTING

Asbestos can be found in building materials. The Asbestos Hazard Emergency Response Act of 1986 legally recognizes six forms of asbestos that are harmful to human health. ELOS's trained staff of LDEQ certified Asbestos Inspectors are able to identify and test materials for asbestos.

LEAD-BASED PAINT TESTING

Lead is a toxic metal that can have potentially harmful health effects if absorbed into the body. Lead based paint can be found in buildings built before the U.S. Consumer Product Safety Commission banned the use of lead based paint in 1978. With the use of XRF devices and paint chip sampling, ELOS's LDEQ certified lead risk-assessors and inspectors can identify lead hazards.

GSA Contract Holder

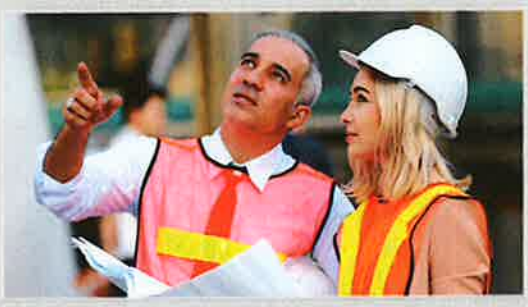
541620, 541370GIS

www.elosenv.com
985.662.5501

Our Experience

ELOS regularly provides clients with technical support on:

- Damage Assessments to Identify Building Materials Impacted by Water, Wind or Fire
- Preparation of Remediation Scope to Address Building Damages and Any Related Environmental Concerns
- Emergency Response Services: Hurricane, Tornado, Fire and Flood Events
- Program Audits to Assess Compliance with Regulatory Requirements
- Evaluation of Worker Exposure to Potentially Hazardous Substances



- Development of Written Protection Strategies to Control Environmental Hazards
- Development of Written Health and Safety Plans
- Development and Implementation of Training Programs
- Development and Implementation of Field Sampling Strategies for Workplace Exposure
- Written Recommendations from Field Study Results to Minimize Employee Exposure
- Development and Implementation of Indoor Air Quality Investigations (Sick Building Syndrome)

PROJECTS

- RESTORE LOUISIANA HOMEOWNER ASSISTANCE PROGRAM LEAD PAINT INSPECTIONS, RISK ASSESSMENTS, AND CLEARANCES (AFTER THE 2016 FLOODS)
- SACRED HEART SCHOOL LEAD & ASBESTOS INSPECTIONS
- MALCOLM KENNER APARTMENTS LEAD INSPECTIONS
- CHILDREN'S INTERNATIONAL PEDIATRICS MOLD INSPECTIONS
- NEW YORK CITY HOUSING AUTHORITY LEAD PAINT INSPECTIONS
- NORTHSHORE TECHNICAL COMMUNITY COLLEGE MOLD INSPECTIONS
- MCNEESE STATE UNIVERSITY MOLD INSPECTIONS
- ST. CHARLES PARISH DISASTER RECOVERY MOLD INSPECTIONS

ELOS®

AN AVENTIA COMPANY

Where Natural Environments and Human Interests Intersect

ELOS is an environmental consulting firm with services spanning natural resources and extensive experience in program and project management.

Based in Louisiana, our familiarity with federal, state, and local agencies — combined with rich expertise in relevant scientific technologies — has allowed us to streamline permitting processes and project flows for our clients, providing them with more efficient paths to achieving their goals.

We provide comprehensive solutions for clients spanning industry and sector types, from private businesses to government entities, giving them more time to do what matters.

MARKETS WE SERVE

- Federal Government
- State and Local Governments
- Private Landowners and Companies
- Oil and Gas
- Chemical Industries
- Engineering Firms
- Architecture Firms
- Non-Governmental Organizations
- Non-Profit Organizations

OUR SERVICES

Our storied company history and background allow us to provide world-class program management, environmental consulting, Geographic Information System (GIS) services, and other innovative technological solutions to meet even the most complex client needs.

PROGRAM & PROJECT MANAGEMENT

- Program Management
- Grant Management
- FEMA Public Assistance
- Disaster Recovery
- Construction Management

PERMITTING APPLICATIONS AND REGULATORY COMPLIANCE

- Wetland Delineations / Jurisdictional Determinations
- Permitting
- Biological Assessments and Monitoring
- Cultural Resources

INNOVATIVE TECHNOLOGIES

- Renewable Energy Site Selection
- Leak-Detection & Repair (LDAR)
- GIS
- Drones
- Abstracting Services

ENVIRONMENTAL SERVICES

- NEPA Compliance
- Environmental Due Diligence
- Environmental Impact Analysis
- Categorical Exclusions
- Phase I, Phase II and Phase III Environmental Site Assessments
- Brownfields Program
- Soil and Ground Water Investigations
- Environmental Remediation Services
- Air Quality Services
- Water/ Wastewater / Storm Water Permitting
- Solid and Hazardous Waste
- Industrial Hygiene Services

COASTAL RESTORATION AND RESILIENCE SERVICES

- Coastal Restoration Planning, Project Development, and Funding
- Coastal Resilience Planning
- Site Assessment and Analysis
- Ecosystem Restoration
- Climate Adaptation Strategies
- National Environmental Protection Act (NEPA) Compliance
- Coastal Use Permitting & Mitigation
- Construction Management and Environmental Monitoring
- Grant Procurement for Local Communities
- Watershed Management and Flood Mitigation Planning, Project Development, and Funding

For more information, visit elosenv.com

607 W. Morris Avenue, Hammond, LA 70403
409 Green Street, Thibodaux, LA 70301

ELOS®
— AN AVENTIA COMPANY —

October 30, 2024

City of Hattiesburg
Attn: Office of the Clerk
P.O. Box 1898, 200 Forrest Street
Hattiesburg, MS 39403-1898
601-554-1006

RE: **Cost Estimate for RFP for the LeadSAFE Hattiesburg Program - Lead-Based Paint Testing, Soil Sampling, Risk Assessment, and Dust Clearance Samples**

Office of the Clerk:

ELOS is providing this cost estimate in response to the RFP for Lead-Based Paint Testing Services offered through the Hattiesburg LeadSAFE Hazard Reduction Program. This cost per unit is based on performing a minimum of three homes scheduled for testing prior to arrival. Per the RFP guidelines, this cost estimate is submitted separately from the main proposal.

Description	Cost Per Unit
Original Risk Assessment (including XRF Testing and Report)	$1,660.00
Clearance and Provision of Clearance Reports	$1,170.00

Respectfully,

ELOS Environmental, LLC

Lucas Watkins
President/Environmental Scientist
lwatkins@elosenv.com

Equipment

Fees for Equipment shall be charged to Client based on the following rates:

Truck	$250.00 each/per day
ATV	$150.00 each/per day
Boat	$650.00 each/per day
Air Boat	$950.00 each/per day
Unmanned Aerial Vehicle	$150.00 each/per day
Handheld GPS Device	$50.00 each/per day
Handheld Digital Device (other)	$50.00 each/per day
Trimble™ R2 GPS Unit	$50.00 each/per day
Gear/Equipment Trailer	$50.00 each/per day
High Volume Pump (electric)	$50.00 each/per day
High Volume Pump (battery)	$35.00 each/per day
Low Volume Pump (battery)	$35.00 each/per day
BioPump (battery)	$35.00 each/per day
X-Ray Fluorescence Instrument (lead-based paint)	$350.00 each/per day
Sample Kits	$5.00 each/per kit

*Note: These equipment rates may be increased by a rate of 4% annually to reflect inflation.

Hourly Rates

These hourly rates are provided based on the request to provide information regarding other testing and environmental services that ELOS offers.

Corporate Officer/Principal (Expert/Mediation Services 4-hour min.)	$265.00 per hour
Subject Matter Expert (SME)	$260.00 per hour
Senior Director of Consulting Services	$260.00 per hour
Director of Consulting Services	$250.00 per hour
Program Lead	$250.00 per hour
Senior Compliance Professional	$225.00 per hour
Senior Project Manager	$192.00 per hour
Environmental Scientist II	$174.00 per hour
Environmental Scientist I	$140.00 per hour
Environmental Scientist	$103.00 per hour
Geographic Information System (GIS) Manager	$157.00 per hour
Geographic Information System (GIS) Specialist	$130.00 per hour
Geographic Information System (GIS) Analyst	$103.00 per hour
CADD Operator	$103.00 per hour
Archaeologist II (Principal Investigator)	$174.00 per hour
Archaeologist I (Crew Chief)	$130.00 per hour
Archaeologist	$81.00 per hour
Certified Industrial Hygienist	$175.00 per hour
Industrial Hygiene Specialist	$140.00 per hour
Industrial Hygiene Technician	$103.00 per hour
Senior Technician	$174.00 per hour
Technician II	$140.00 per hour
Technician I	$103.00 per hour
Technician	$81.00 per hour
Senior Accountant	$174.00 per hour
Accountant II	$140.00 per hour
Accountant I	$103.00 per hour
Accountant	$81.00 per hour
Administrative Specialist	$81.00 per hour
Clerical	$66.00 per hour

*Note: These hourly rates may be increased by a rate of 4% annually to reflect inflation.

ELOS®

AN AVENTIA COMPANY

Where Natural Environments and Human Interests Intersect

ELOS is an environmental consulting firm with services spanning natural resources and extensive experience in program and project management.

Based in Louisiana, our familiarity with federal, state, and local agencies — combined with rich expertise in relevant scientific technologies — has allowed us to streamline permitting processes and project flows for our clients, providing them with more efficient paths to achieving their goals.

We provide comprehensive solutions for clients spanning industry and sector types, from private businesses to government entities, giving them more time to do what matters.

MARKETS WE SERVE

- Federal Government
- State and Local Governments
- Private Landowners and Companies
- Oil and Gas
- Chemical Industries
- Engineering Firms
- Architecture Firms
- Non-Governmental Organizations
- Non-Profit Organizations

OUR SERVICES

Our storied company history and background allow us to provide world-class program management, environmental consulting, Geographic Information System (GIS) services, and other innovative technological solutions to meet even the most complex client needs.

PROGRAM & PROJECT MANAGEMENT

- Program Management
- Grant Management
- FEMA Public Assistance
- Disaster Recovery
- Construction Management

PERMITTING APPLICATIONS AND REGULATORY COMPLIANCE

- Wetland Delineations / Jurisdictional Determinations
- Permitting
- Biological Assessments and Monitoring
- Cultural Resources

INNOVATIVE TECHNOLOGIES

- Renewable Energy Site Selection
- Leak-Detection & Repair (LDAR)
- GIS
- Drones
- Abstracting Services

ENVIRONMENTAL SERVICES

- NEPA Compliance
- Environmental Due Diligence
- Environmental Impact Analysis
- Categorical Exclusions
- Phase I, Phase II and Phase III Environmental Site Assessments
- Brownfields Program
- Soil and Ground Water Investigations
- Environmental Remediation Services
- Air Quality Services
- Water/ Wastewater / Storm Water Permitting
- Solid and Hazardous Waste
- Industrial Hygiene Services

COASTAL RESTORATION AND RESILIENCE SERVICES

- Coastal Restoration Planning, Project Development, and Funding
- Coastal Resilience Planning
- Site Assessment and Analysis
- Ecosystem Restoration
- Climate Adaptation Strategies
- National Environmental Protection Act (NEPA) Compliance
- Coastal Use Permitting & Mitigation
- Construction Management and Environmental Monitoring
- Grant Procurement for Local Communities
- Watershed Management and Flood Mitigation Planning, Project Development, and Funding

For more information, visit elosenv.com

607 W. Morris Avenue, Hammond, LA 70403
409 Green Street, Thibodaux, LA 70301

Terracon

CITY OF HATTIESBURG

REQUEST FOR PROPOSAL

LEAD-BASED PAINT TESTING SERVICES

October 31, 2024
RFx#: 3170030542

1919 Lakeland Drive, Suite A
Jackson, MS 39216
P (601) 956-4467
F (601) 956-9533
Terracon.com

EXECUTIVE SUMMARY



PRIMARY OFFICE
1919 Lakeland Drive, Suite A
Jackson, MS 39216
P (601) 956-4467
Terracon.com

Project Leader/Primary Contact:
Conner McCluer, Project Manager
Conner.McCluer@terracon.com

Qualifications & Ability to Meet Overall Requirements

Terracon aligns ourself with each client's values, and missions, and we pledge to fully adopt those of the City of Hattiesburg with each project task on and off the project site. We understand the tremendous impact the City of Hattiesburg Community Development Division (CoHCDD) has on its community and will maintain your mission to ensure that every county resident is granted an opportunity to obtain safe, affordable, energy-efficient housing. This mindset will be the core message behind all staff involved with this project, whether that effort be large or small.

Terracon has successfully provided these services on over 200 single-family homes for the City of Baton Rouge, The City of Alexandria, and the Louisiana Housing Corporation under the HUD Lead Hazard Reduction Program. This completed volume of work has aligned Terracon to meet grant requirements and maintain efficiency.

Since Terracon has experience working on housing authorities' facilities locally and nationwide, we have an understanding of the needs of this contract. Once the proposal and scope of work are approved, the project leader, **Conner McCluer**, will coordinate with CoHCDD and any other firms contracted by CoHCDD, as needed. Terracon has assembled a team that understands how to be responsive, reliable, and resourceful while effectively managing the demands of the project scope and work schedule. Our professionals in the Gulf Coast Region have developed expertise working in a wide variety of site conditions. Our team brings to you the advantage of multiple offices, broad geographic reach, and local experience and knowledge, to address project challenges and provide cost-effective solutions.

Additionally, we have developed the expertise, resources, technical capabilities, and tracking systems to ensure assignments are completed on schedule and within the established budget. Mr. McCluer will be supported by our highly skilled team of lead-based paint consulting professionals: Jason Maloney, P.E., Brad McKnight, CES, Jeff Delise, and Rachele Taylor, P.E.

Terracon has developed a strong history of providing environmental consulting and industrial hygiene services in the Gulf Coast Region. We have taken great pride in working with housing agencies on previous projects of a comparable nature. Terracon has worked on similar projects including:

- City of Alexandria
- City of Baton Rouge
- City of New Orleans
- City of Mobile
- Brownstone Affordable Housing, LTD
- Ccm Lake Charles Housing Preservation LP
- Centerpointe Regional Housing Development
- Colfax Housing Authority
- East Baton Rouge Housing Authority
- Gulf Coast Housing Partnership
- Housing Authority of New Orleans
- Housing Solutions Alliance, LLC
- Lafayette Elderly Housing LLP
- Louisiana Housing Corporation
- New Orleans Redevelopment Authority (NORA)
- People's Housing + Inc.
- Shreveport Millennium Housing I, LLC
- Sonoma Housing Advisors LLC
- CSRS
- St. James Parish Housing Authority

COMPANY PROFILE/CAPACITY TO PERFORM

Terracon is a 100 percent employee-owned consulting engineering firm providing environmental, facilities, geotechnical, and materials services from more than 180 locations nationwide. Since our founding in 1965, we have grown into a firm of more than 7,000 employees, including environmental engineers, geologists, scientists, facilities experts, and field professionals focused on solving engineering and technical challenges. The firm's success is further evidenced by consistently ranking as a top 20 design firm by Engineering News-Record.

ENR Rankings 2024

- #2 *Asbestos and Lead Abatement*
- #10 *Top 100 Pure Designers*
- #18 *Top 500 Design Firms*
- #44 *Top 150 Global Design Firms*
- #71 *Top 200 Environmental Firms*

Terracon's team understands your projects and performance expectations. Our key team members offer extensive expertise in environmental consulting services for a wide range of projects with comparable scopes of work. You can trust that our team's collective knowledge and proficiency will continue successful project execution and deliver exceptional results. We have provided environmental services for over 5,500 projects throughout the Gulf Coast, including all items in the proposed scope of work.

Our clients range from private developers to economic development agencies, industrial owners, municipalities and county governments, and state transportation departments.

Our regional team has the strength of Terracon procedures and company structure to enable us to excel at small and large projects, and our experience with state and federal agencies allows us to help ensure that your projects are in accordance with applicable guidelines and regulations.

Capacity to Perform

Terracon's team has the experience, staff, and equipment necessary to perform all aspects of environmental consulting services, as well as hazardous materials assessment and testing services, as requested in this contract. Terracon offers a one-source solution for asbestos-containing materials (ACM) and lead-based paint (LBP) consulting services, with thousands of projects performed annually that include the full spectrum of clients, buildings, and hazardous materials consulting from start to finish.

By working on a variety of project types and sizes, Terracon has become proficient at performing environmental services at multiple site assignments concurrently. Through our performance on these types of projects, we have developed the capability to fully meet workload demands efficiently and effectively. Terracon has 6 experienced and accredited personnel ready to complete the outlined scope of work. This experience and staff will help Terracon meet the CoHCDD workload requirements. Terracon's advanced and user-friendly client portal, Compass, can be utilized to provide CoHCDD up to date field reports and data that can be accessed by the project team at any time. Terracon is proposing to utilize EMSL Analytical, Inc. for lead analyses performed under this contract. Accreditations for both Terracon staff and selected laboratory are included in Appendix B.

The capacity to complete a project within the required time frame demands strong leadership. Our success is based on demonstrated leadership capabilities and the ability to manage resources for a successful project. Additionally, we have developed the expertise, resources, technical capabilities, and tracking systems to ensure the completion of assignments on schedule and within budget.

A critical component to this contract will be the approach and methodology to the sampling and analytical services provided by Terracon. Terracon has a staff of well-trained and properly certified individuals to ensure the correct sampling procedures are followed. In addition to state and federal certifications obtained by our staff; Terracon holds internal mandatory training on an annual basis to allow the highest quality and consistency.

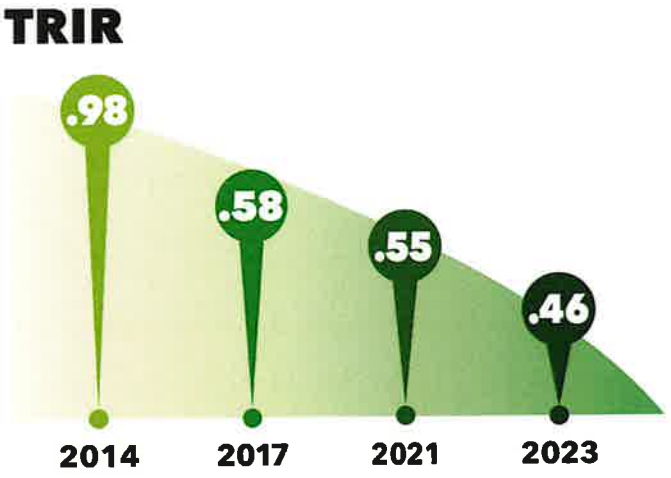
SAFETY

Safety is one of Terracon's core values and our commitment to an "Incident and Injury-Free (IIF)" philosophy is one of the pillars of our culture. Successful execution and delivery include the need to work safely and keep our employees and the public safe every day. Terracon is very much a safety-oriented company. We strive to build health and safety into all aspects of our business and the thinking of our employees. The culture is continued further in our everyday work culture, with all meetings beginning with an IIF moment and safety discussion.

What is Incident and Injury-Free (IIF)?

IIF is about care and concern for people. It is our personal and organizational commitment at all levels of the company to everyone going home safe to their family every day. It is where safety is held as a core value as well as an operational priority. Working safely is an inseparable part of working correctly, just as much as other operational priorities, in particular quality, budget, and schedule. *IIF* is our commitment to our people, whom we value for who they are and what they do.

Conducting our work safely means conducting our work in the only acceptable way. Incidents, injuries, and accidents will not be viewed as problems to make go away, but as opportunities to strengthen *IIF*. *IIF* is about developing a mindset intolerant of any incidents or injuries no matter how minor or infrequent.



Terracon's TRIR* has decreased more than 80 percent in our safety journey. This is accompanying an increase of more than 3,000 employees, demonstrating Terracon's unwavering commitment to build safety and wellbeing into all aspects of our business. Our clients can be assured Terracon employees have a high level of safety awareness extending to every single project and job site, so it is safe for your staff, property owners, innocent bystanders, and our staff.

**Terracon uses the standard TRIR calculation of number of OSHA-recordable incidents x 200,000 divided by total employee hours worked.*

Our Rules to Live By

IIF is built upon *Our Rules to Live By*, the foundation of Terracon's *IIF* culture. These give employees clear, specific ways to stay safe on the job, covering essential aspects of safety including personal protective equipment (PPE), equipment and tools, working at heights and depths, motorized vehicle safety, and reporting of injuries. We regularly follow and discuss *Our Rules to Live By* in our offices and on job sites to ensure everyone is following these fundamental rules. Our focus on pre-task planning also serves to reinforce this message every day.

We cannot just tell someone to "be safe." We can request our employees to follow *Our Rules to Live By*. These rules include pre-task planning for each task every day, as well as following the safe work practices they have been trained to follow to complete work at a task level. *Our Rules to Live By* have made a measurable difference in keeping our employees safe and in helping us preserve the trust and business with our clients.

Terracon's safety program incorporates the IIF™ Incident and Injury-Free™ approach to safety trademarked and provided by JMJ Associates.

RELEVANT EXPERIENCE

City of Alexandria - Environmental Engineering & Consulting Services

ALEXANDRIA, LOUISIANA

Terracon has an Environmental Consulting contract with the City of Alexandria to perform on-call environmental and industrial hygiene consulting services for municipal, state, and federal projects throughout the City. Terracon works closely with City officials within the community development department to perform environmental consulting services, including performing asbestos inspections of blighted and abandoned houses before demolition as part of neighborhood stabilization programs, performing U.S. Department of Housing and Urban Development (HUD)-compliant lead-based paint (LBP) surveys for structures to qualify for various public grant funds, as well as provide general consulting services to City officials.



To date, Terracon has performed 107 asbestos surveys for blighted and abandoned residences, 13 asbestos surveys for local commercial properties, 61 lead-based paint surveys of residences or structures, and 9 HUD lead dust clearances following lead-based paint renovation or abatement activities. Additionally, Terracon has provided asbestos abatement consulting services in the City of Alexandria, including approximately 46 days of abatement oversight and air monitoring services.



In addition, Terracon has assisted the City with hazardous materials surveys and consulting for large historical structures, power stations, and fire stations. As well as assisting with regulatory compliance issues, such as soil sampling, air emissions reporting, and residential structure demolition protocols.

Terracon was responsible for on-call environmental and industrial hygiene consulting services, including general environmental consulting services (i.e., environmental site assessments, risk evaluations, site remediation, etc.), engineering services (i.e. engineering audits, permit preparation, regulatory compliance assistance), industrial hygiene consulting services (i.e. personnel exposure monitoring, health/safety services, asbestos, and lead consulting services), and training services (i.e., asbestos, lead, and other hazardous materials training).

CLIENT:
Shirley Branham

City of Alexandria
625 Murray Street
Alexandria, LA
(318) 449-5070

DATE:
2015 - Present

FEE:
$463,105.35 to Date

HIGHLIGHTS:
Lead-Based Paint Survey
Environmental and Industrial Hygiene Consulting Services
Asbestos Survey
Abatement Observations and Air Monitoring
HUD Lead Clearances

Environmental Consulting Services – New Orleans Redevelopment Authority (NORA)

NEW ORLEANS, LOUISIANA

The New Orleans Redevelopment Authority (NORA) partners in projects and programs supported by U.S. Department of Housing and Urban Development (HUD) programs such as Community Development Block Grant (CDBG), Neighborhood Stabilization Program 2 (NSP2), Project HOME Again, and others. These programs generally are utilized for the purchase and/or redevelopment of residential housing, improvement of existing commercial properties and development of new and renovation of existing public parks throughout the City of New Orleans.

NORA contracted with Terracon to provide environmental consulting services under a three-year contract. This contract was awarded to Terracon again in 2019. These services include the completion of Environmental Review Records (ERRs) as required by the National Environmental Policy Act (NEPA) of 1969; Phase I Environmental Site Assessments (ESA) and Limited Site Investigations (LSI) / Phase II ESA; Lead inspections, risk assessments, clearance inspections and associated reporting as required by 24 CFR Part 35; and asbestos inspections and consulting services.

To date, Terracon has been contracted to perform a total of 83 projects for various properties including existing single-family and multi-family residential structures, new construction for single-family and multi-family properties, as well as projects for abandoned and operational commercial properties. The ERR projects have included a combination of Categorically Exempt Subject to (CEST) Part 58.5 and EA checklists. Items included within the ERRs generally included the identification of historical resources and consultation with SHPO; toxics and hazardous materials/wastes; floodplain and proximity to levee system; proximity to airport; noise; and barrier islands.





CLIENT:
New Orleans Redevelopment Authority
1409 Oretha Castle Haley Blvd
New Orleans, Louisiana 70113

DATE:
2016 - Present

FEE:
$201,550 to Date

HIGHLIGHTS:
Lead Inspections and Clearances
NEPA Environmental Review Records
Environmental Assessments
Asbestos Surveys
Phase I ESA

RELEVANT EXPERIENCE

Mobile County Commission - Environmental Consulting Services

MOBILE, ALABAMA

The Mobile County Commission engaged Terracon Consultants to provide environmental consulting services in connection with the County's implementation of the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG), Home Investment Partnership Program (HOME), and other Federal and State grant programs. The County directs funds to residents of Mobile County in need of home repairs, rental assistance, and disaster recovery as well as reducing the number of blighted residences toward greater neighborhood safety and community development. These grant programs also focus on expansion of the supply of affordable housing for low-income families.

Terracon's services include the completion of Environmental Review Records (ERR) as required by the National Environmental Policy Act (NEPA) of 1969; Phase I and Phase II Environmental Site Assessments (ESA), Cultural Resource surveys and assessments, Waters of the U.S. (WOTUS) delineations, and asbestos and lead inspections, risk assessments, clearance inspections and associated reporting.

Our team has provided HUD ERRs in support of their spot blight demolition, roof replacement programs, and road improvement projects. The ERRs included review of several resources including, but not limited to, airport hazards, Coastal Zone management, threatened and endangered species assessments, noise impact calculations, floodplain management, wetlands management, farmland determination, and Environmental Justice.





CLIENT:
Mobile County Commission
205 Government Street
Grants Department
Mobile, Alabama 36633

DATE:
2020 - Present

FEE:
$37,750 to Date

HIGHLIGHTS:
Lead Inspections, Risk Assessments and Clearances
NEPA Environmental Review Records, Environmental Assessments, CEST Part 58.5
Phase I and II ESAs
Asbestos Surveys

LEAD CONSULTING SERVICES

Terracon offers a one-source solution for LBP assessment and testing. Our team is prepared to assist CoHCDD in monitoring remediation contractors' work and the proper reporting and documentation for all projects. Terracon provides a full range of LBP consulting services, from the initial building survey to abatement project design, project oversight and monitoring, and operations and maintenance (O&M) plans.

Terracon's team utilizes state-certified lead inspectors or risk assessors to conduct each lead inspection in accordance with HUD Guidelines Chapter 7: Inspection. The lead inspection will be completed by performing a surface-by-surface inspection of potential lead-based paints on the structure's interior and exterior utilizing an XRF. XRF technology is a non-invasive, non-destructive means to determine the presence of lead in paint, even in painted surfaces several layers below the surface.

Terracon employs accredited lead inspectors, risk assessors, project supervisors, and project designers who can investigate issues when the owner requests. Terracon also owns properly calibrated XRF instruments and maintains an XRF unit in our local offices available for all testing of LBP on any project. Terracon can provide documentation on all available XRFs.

Lead-Based Paint Risk Assessments and Inspections - Terracon's risk assessors and inspectors perform LBP risk assessments and inspections in accordance with state, the USEPA, and/or the U.S. Department of Housing and Urban Development regulations. Terracon's inspectors and industrial hygienists are also competent in evaluating occupational lead exposure. Inspections are performed in buildings utilizing an XRF to test painted surfaces in each sample location. Terracon also has expertise in sampling and testing bulk paint chip samples, surface dust, water, and bare soil for lead content.

A final report which identifies the visual assessment results, a figure detailing sampling locations and LBP locations, methodology, findings, recommendations, and analytical results is generally provided within two weeks of sampling activities.

Lead-Based Paint Project Designs and Specifications - Technical Specifications are required for the specified work as they apply to a specific project. An accredited lead project designer prepares the specifications and will be used in soliciting bids for abatement/remediation work.

Terracon has extensive experience preparing plans and specifications for remedial actions, including enclosure, encapsulation, and partial or complete removal. Terracon has provided turnkey project management for many abatement projects. Terracon can also provide trained and certified personnel for oversight and air sampling during the abatement process.

Terracon develops a site-specific project technical specification for removing and disposing of the LBP identified in the referenced property or other lead-based paint hazard reduction control methods when required. The specifications are developed in accordance with applicable local, state, or federal regulations. The specification document generally includes the following:

- Project scope of work
- Definitions to be used during the project
- Materials to be used during the project
- State, EPA, OSHA regulations, HUD guidelines, and other applicable federal, state, and local government regulations pertinent to LBP removal, encapsulation, and disposal.
- Contractor submittals such as certifications, work plans, notifications, disposal arrangements, and worker training documents
- Coordination of work schedule between Client and abatement Contractor and work area sequencing
- Worker protection requirements
- Work area preparation procedures
- LBP removal methods to be followed
- Work area decontamination/cleaning procedures
- Final clearance requirements
- Waste disposal procedures

TIMELINE FOR TASK COMPLETION

Within 10 working days of receiving executed Notice to Proceed from CoHCDD (assuming site access can be obtained immediately).	Terracon team mobilized to CoHCDD site.
For the next 10-12 working days.	On site performing LBP inspections.
Within 20 working days of completing field inspections.	Final reports delivered to CoHCDD via email.
Within 6-7 weeks of receiving Notice to Proceed.	Complete lead project designs/specifications delivered to CoHCDD.

Conditions

The following is to be provided by CoHCDD upon project authorization:

- The legal right of entry to conduct these services.
- A facility management representative during inspections of occupied areas.

  If a facility management representative is unavailable and/or site conditions warrant additional site security necessary to support Terracon's field services, Terracon may retain the services of third-party private security services.
- Any restrictions or special access requirements regarding the site shall be made known to Terracon prior to site mobilization.
- Any known environmental conditions at the site (i.e., hazardous materials or processes, specialized protective equipment requirements, unsound structural members, etc.) shall also be communicated to Terracon prior to site mobilization.

Diversity in Action

Terracon strongly supports minority, disadvantaged, and small business development programs sponsored by local, state, and federal agencies. We have active working relationships with numerous small and disadvantaged businesses. Terracon actively recruits qualified minorities and practices fair hiring principles, following a thorough EEO/Affirmative Action Plan demonstrating our good faith efforts to remove identified barriers, expand employment opportunities, and produce measurable results. Evidence of our support of these companies is the more than $47m we were invoiced by DBE firms in 2023.

STAFF QUALIFICATIONS

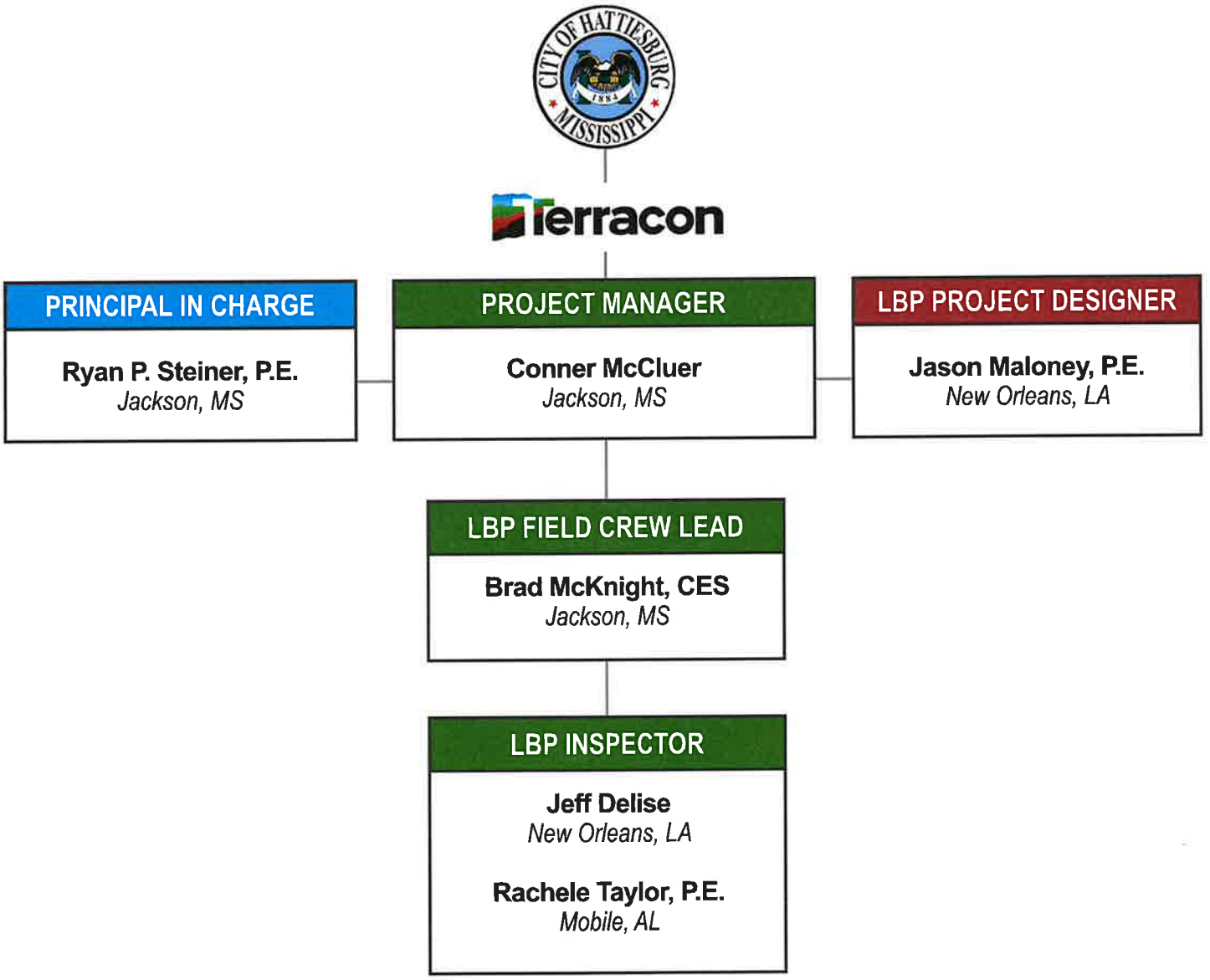
Key Personnel and Availability

Our team has experience on many similar type of projects and is ready to assist CoHCDD with this important mission.

Terracon's staff and resources provide maximum flexibility to meet your scheduling needs. The nature of our work requires us to typically provide services on an expedited basis. Our typical backlog comprises many short duration assignments and therefore, our workload varies on a weekly basis. Furthermore, long-term contracts are of indefinite quantity making workload dependent upon individual work orders, and difficult to predict.

The project manager and primary point of contact, Conner McCluer, in our Jackson office, will coordinate all tasks and lead the team, ensuring everyone is aware of assignments and deadlines and holding the team accountable for the timely and quality completion of each project.

Organizational Chart



STAFF QUALIFICATIONS

Meet Our Team Members:

Conner McCluer
Project Manager
Conner McCluer has over eight years of managing projects throughout the Southeast. He has managed EPA-funded restoration and rehabilitation projects which included asbestos and lead investigations. Conner manages Terracon's Jackson, MS environmental department and will serve as the point of contact and project manager, ensuring that resources are available for scheduled sampling events and that report preparation is completed promptly. Terracon anticipates Project Manger duties to account for approximately 25 percent of the project life cycle.

Ryan P. Steiner, P.E.
Principal In Charge
Ryan Steiner, P.E. is a principal of Terracon and office manager for Jackson, MS location. As the principal in charge, he will be responsible for contractual obligations for Terracon and will serve as senior management as needed. Terracon anticipates Principle In Charge duties to account for approximately 5 percent of the project life cycle.

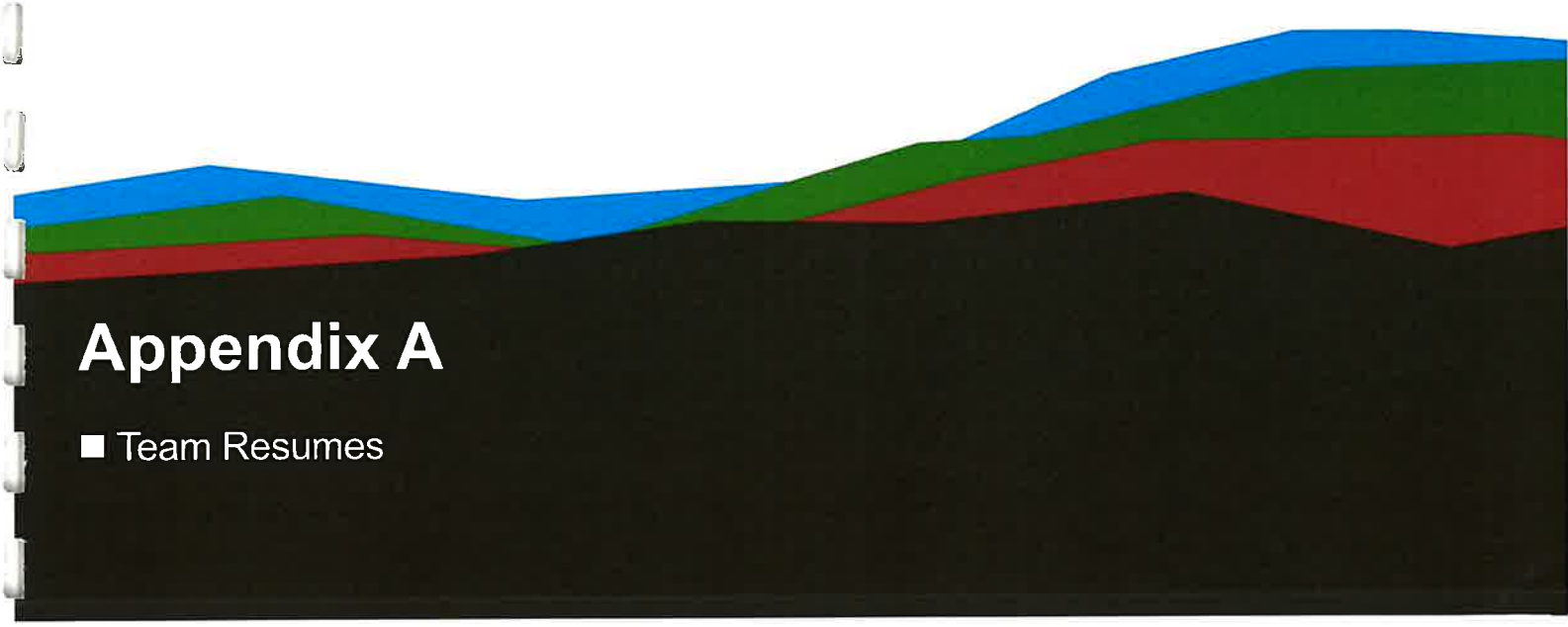
Jason Maloney, P.E.
Lead Project Designer
Jason Maloney, P.E., holds MDEQ certification as a Lead Project Designer. He has 15 years of experience developing and overseeing abatement design projects and implementing operations and maintenance plans. Jason has managed, designed and executed inspections and abatement programs for historical restoration and rehabilitation projects ranging from single-family homes to hospitals to school and university systems. Jason will serve as the Lead Project Designer for the LeadSAFE project. Terracon anticipates Lead Project Designer duties to account for approximately 10 percent of the project life cycle.

Brad McKnight, CES
LBP Field Crew Lead
Brad McKnight, CES has been conducting hazardous materials surveys for over 30 years. He has conducted asbestos, lead, and mold surveys on single-family homes, multi-family complexes, commercial buildings, industrial facilities, hospitals, and schools. Brad is an MDEQ-certified Lead Inspector and Lead Risk Assessor. Throughout his career, Brad has provided AHERA asbestos program management for schools across Mississippi. He also conducts HUD Environmental Assessments, indoor air quality inspections, and NEPA environmental compliance audits. His experience gives him a strong knowledge of State and Federal regulations, such as NEPA, NESHAP, AHERA, and HUD guidelines. Brad will serve as Field Crew Lead for the LeadSAFE project. Terracon anticipates LBP Field Crew Lead duties to account for approximately 20 percent of the project life cycle.

Jeffery Delise
LBP Inspector
Jeff Delise has over 16 years of experience in environmental consulting, working with building sciences, indoor air quality, asbestos, lead-based paint, and other hazardous materials. As a project manager for the Asbestos and Lead Services Department, he is responsible for client communication, project oversight and planning, staff training, initial inspections, project specifications, abatement oversight, clearances, proposal writing, report review, and invoicing. He also has extensive direct project experience in oversight, planning, scheduling, specifications, clearances, milestones, and quality assurance. Terracon anticipates LBP Inspector duties to account for approximately 40 percent of the project life cycle.

Rachele Taylor, P.E.
LBP Inspector
Rachele Taylor, P.E. has over 18 years of environmental experience in EPA and OSHA compliance, pollution prevention, environmental permitting, sampling and data analysis, project delivery, EHS policies, procedures and related training, project management and field investigations throughout the Alabama coast and south Mississippi. Rachele is expected to participate in evaluating sites for lead-based paint inspections as needed. Rachele's MDEQ Lead Inspector certifications are being renewed. Terracon anticipates LBP Inspector duties to account for approximately 40 percent of the project life cycle.

Teams full resumes found in Appendix A.



Appendix A

- Team Resumes



Ryan P. Steiner, P.E.

OFFICE MANAGER | PRINCIPAL IN CHARGE

EDUCATION
Bachelor of Science, Engineering, University Tennessee at Chattanooga, 2008

REGISTRATIONS
Professional Engineer: Mississippi, No. 21038; Louisiana, No. 38705; Tennessee, No. 116447

WORK HISTORY
Terracon Consultants, Inc., 2009 - Present

Auqaterra Engineering, LLC, 2008 - 2009

PROFESSIONAL EXPERIENCE

As a principal in Terracon and office manager of the Jackson, MS office, Ryan Steiner, P.E. is responsible for daily operations and a staff of 34, supporting multiple technical departments and the geotechnical and materials testing laboratory in Jackson. Ryan supervises the preparation of proposals and contracts, allocating company resources efficiently to meet staff and clients' needs. He is authorized to enter into contractual agreements on behalf of Terracon, ensuring contracts are fully executed prior to commencing work and adhere to Company risk policies and practices.

Ryan has 16 years of geotechnical engineering experience, managing projects from small commercial developments to large transportation and infrastructure projects. His experience gives him a good understanding of managing logistics for projects of all sizes and scopes.

PROJECT EXPERIENCE

Mississippi Department of Transportation IDIQ Master Contracts (2015 – ongoing)
Ryan is Terracon's primary point-of-contact for multiple IDIQ On-Call contracts with MDOT. From Geotechnical Services, Materials Testing and Sampling Analyses, to Environmental Consulting and Asbestos Services contracts, Ryan has served as principal-in-charge during contractual negotiations and throughout the term of the contracts.

Mississippi Department of Transportation – Subconsultant on IDIQ Master Contracts
Ryan manages Terracon's role as a subconsultant on multiple MDOT IDIQ Contracts, where we work for civil engineering firms to provide specific geotechnical, materials or environmental scopes of work. Such contracts include the MDOT IDIQ Master Contract for Hydraulic Engineering; Roadway Design; CE&I Services; and Bridge Services.

Terracon



Conner A. McCluer

PROJECT MANAGER

EDUCATION
Bachelor of Science, Geology, University of Mississippi, 2014

PROFESSIONAL AFFILIATIONS
Mississippi Petroleum Marketers Association

Mississippi Geological Society

WORK HISTORY
Terracon Consultants, Inc., January 2023 - present

PPM Consultants, Inc. 2014-2022

PROFESSIONAL EXPERIENCE

As environmental department of Terracon's Jackson office, Conner McCluer is responsible for environmental services throughout Mississippi. He has over 10 years of project management experience, providing consulting services for assessments and remediation projects throughout the Southeast.

Conner has experience in multiple subsurface remedial methods, including soil excavation, dual-phase vacuum extraction, soil vapor extraction, ozone sparge, and surfactant/oxidant injections. For subsurface assessments, Conner supervises drilling crews, soil sampling, field logging of borings, monitoring well installation, groundwater sampling, and surveying. His work with remediation projects consists of operation and maintenance, conducting site reconnaissance and fieldwork for Phase I and Phase II Environmental Site Assessments (ESA), and report preparation and quality assurance/quality control.

PROJECT EXPERIENCE

Due Diligence Services, Columbus, MS Sites
Project Manager for 2 sites in Columbus MS. Terracon's (MDEQ) accredited lead inspector collected bulk paint chip samples of coated building substrates at each location. The purpose of the lead-containing paint screening was to determine if lead containing paints are present and to identify the location of lead-containing paint within the structure prior to renovations/demolitions as part of an industrial park redevelopment.

EPA Brownfield Grant Manager: Natchez, MS; Canton, MS; Louisville, MS
Project Manager for multiple EPA Brownfield Grants. Conducted Brownfield site investigations that aided in revitalization efforts. Tasks included asbestos and lead inspections, Phase I Environmental Site Assessments (ESA) and Phase II ESA field work, data collection, and preparation of reports. Developed Generic Quality Assurance Project Plans (QAPPs) for Mississippi communities and Site-Specific QAPP Addendums for the sites.

Well's Cleaners, Columbus, MS
Project Manager for soil, groundwater, and soil vapor assessment at Well's Cleaners in Columbus Mississippi. Terracon successfully secured Targeted Brownfield Assessment (TBA) funding for this dry cleaner property. This ongoing project includes on, and offsite delineation of chlorinated solvents associated with the historical use of the property as a dry cleaner. After complete delineation, Terracon will develop a plan for remediation and site reuse.

220 Truck Stop, Tillatoba, MS
Project Manager for Leaking Underground Storage Tank (LUST) site that included extensive subsurface petroleum impact from Underground Storage Tanks (USTs) located onsite. Team lead for all emergency response events, including daylighting of free product to the surface of the property. Assessments include a High-Resolution Site Characterization (HRSC) assessment utilizing Laser Induced Fluorescence (LIF) technology to pinpoint contaminant locations within the subsurface. All assessments have been covered by the Mississippi Department of Environmental Quality (MDEQ) UST Trust Fund. Design for remediation of the property is currently being prepared.

Triangle Filling Station Property, Natchez, MS: Phase I and II ESA
Coordinated with City of Natchez officials and historical preservations members to develop assessment plans on an accelerated timetable for the redevelopment of the historic Triangle Filling Station property in downtown Natchez. Conducted a Phase I ESA and Phase II ESA on the property. The Phase II ESA consisted of soil and groundwater sampling, asbestos containing materials sampling, and removal of multiple USTs located on the property.

Terracon



Jason M. Maloney, P.E.

LBP PROJECT DESIGNER

PROFESSIONAL EXPERIENCE

Jason Maloney, P.E., has over 16 years of environmental experience, with his expertise being hazardous materials. He has performed Phase I and Phase II Environmental Site Assessments (ESA), SPCC and SWPP plan development, asbestos and lead surveys, indoor air quality assessments, mold evaluations, underground storage tank (UST) site assessment monitoring, remediation and closure, and preparation of Risk Evaluation/Corrective Action Program (RECAP) Reports and Corrective Action Plans.

Jason's lead paint survey experience ranges from small to large-scale surveys, surface-by-surface evaluation of painted building components, utilizing an X-ray fluorescence (XRF) lead in paint analyzer. These inspections have been used to identify the presence or absence of lead in painted, shellacked, stained, or otherwise coated building surfaces on both the exterior and interior site structures.

Jason meets the qualifications of an Environmental Professional as defined by EPA's AAI. He has performed site reconnaissance and report preparation for ESAs in Mississippi, Louisiana, and Alabama. The clients of these projects have consisted of lending institutions, site owners, potential buyers, and land developers. Typical sites included vacant land in metropolitan areas for future development and developed sites planned for property transfer or redevelopment.

PROJECT EXPERIENCE

New Orleans Redevelopment Authority - Acquisition, Construction, and Disposition Projects/ Façade Renovation Projects – New Orleans, LA

Jason is currently serving as senior environmental engineer for the New Orleans Redevelopment Authority (NORA) in support of Terracon's contract with NORA to provide NEPA and Environmental Review Record (ERR) documentation for several HUD programs. These programs include Community Development Block Grant (CDBG), Neighborhood Stabilization Program 2 (NSP2), Project HOME Again, and others. Several properties have been approved based on the provided ERR documentation completed by Terracon, with several other properties pending approval.

City of Alexandria Environmental Engineering & Consulting Services – Alexandria, LA

Jason is currently serving as senior environmental engineer for an ongoing environmental services contract between Terracon and the City of Alexandria. He has provided lead and asbestos inspection services on City properties and residential properties as part of the City's CDBG program.

600 Canal Street - New Orleans, LA

Jason served as the project manager for the environmental services conducted for this project, which included a Phase I ESA, Asbestos Inspection, Lead-based Paint Survey, Mold Inspection, and Universal Waste Survey. He assisted in the development of lead and asbestos abatement specifications. Additionally, he consulted with the client to determine the appropriate scope of work to comply with their goal of a mixed-use residential, commercial, and professional facility.

McDonogh School No. 42 - New Orleans, LA

As the project manager for the environmental services for this project, Jason was responsible for the Phase I ESA, Asbestos Survey, Lead-based Paint Inspection, and subsequent Limited Site Investigation. Mr. Maloney assisted in developing the project design for the abatement of highly friable and damaged thermal system insulation in the attic of this school. The project design was prepared in accordance with AHERA and Chapter 27 of the Louisiana Environmental Regulatory Code (ERC). Substantial detail was required in the design due to the condition, category, and location of the ACM.

EDUCATION

Bachelor of Science, Biological Engineering, Louisiana State University, 2008

REGISTRATIONS

Professional Engineer: LA (38094)

CERTIFICATIONS

MDEQ Lead Project Designer (AI No PPD-00012150)

MDEQ Lead Inspector (AI No PBI-00007661)

MDEQ Lead Risk Accessor (AI No PRA-00012151)

29 CFR 1910.120 Hazardous Waste Operations and Emergency Response - 40 Hour- 8 Hour Refreshers

GBRIMA Certification - GSHO2

Transportation Worker Identification Credential (TWIC)

Troxler Nuclear Density Moisture Gauge Certification

LDEQ UST Certified Worker - Closure (AI No 178742)

LDEQ Asbestos Inspector (AI No 178742)

LDEQ Lead Inspector, Risk Assessor, Supervisor (AI No 178742)

WORK HISTORY

Terracon Consultants, Inc., 2009 - Present

Aquaterra Engineering, LLC, 2007 - 2009

Terracon



Brad McKnight, CES

LBP FIELD CREW LEAD

PROFESSIONAL EXPERIENCE

Brad McKnight is an industrial hygienist based in Terracon's Jackson office. Brad has over 30 years of environmental consulting experience – providing client service, supervising field work, working with regulatory agencies, and interpreting data for assessments and remediation recommendations. He has conducted hazardous materials surveys for asbestos, lead and mold on facilities such as commercial buildings, industrial facilities, hospitals and schools. His experience gives him a strong knowledge of State and Federal regulations, such as NEPA, NESHAP, AHERA, and HUD guidelines.

Throughout his career, Brad has provided AHERA asbestos program management for schools across Mississippi. He also conducts Phase I and Phase II Environmental Site Assessments (ESAs); HUD Environmental Assessments; indoor air quality inspections; NEPA environmental compliance audits; stormwater management design; permitting and sampling; spill-prevention and control planning; and health and safety audits. His clients range from contractors and property managers to governmental agencies, such as school districts and the Mississippi Department of Transportation.

PROJECT EXPERIENCE

Environmental Compliance Assurance Maintenance Forces, MS Department of Transportation (2018 – present)
Under Terracon's master contract with MDOT, Brad is one of two Terracon project managers who conducted environmental compliance audits, staff training and program management for MDOT Maintenance Facilities sites included 63 facilities throughout Districts 6 and 7, from District Headquarters and Welcome Centers to maintenance barns and weigh stations. The audits and training were initiated and completed within tight deadlines and under budget.

Asbestos Survey and Lead-Based Paint Survey – U.S. Army Corps of Engineers – MS
Conducted a pre-demolition asbestos and lead-based paint survey of the Centrifuge facility. Performed a visual reconnaissance to evaluate the possible presence of asbestos-containing material; collected building samples and submitted samples to a laboratory for analysis; and prepared a comprehensive report summarizing field activities, laboratory tests results, and conclusions and recommendations

Tupelo Public Schools Lead Testing – Tupelo, MS
Conducted a lead-based paint survey for the Tupelo Public School District. Conducted lead analysis at 14 schools and 4 support facilities. Submitted samples to a laboratory for analysis and prepared a comprehensive report summarizing field activities, laboratory tests results, and conclusions.

Limited Asbestos and Lead-Based Paint Survey/Mold Remediation Work Plan (UNFI) – Indianola, MS
Conducted a limited asbestos and lead-based paint survey and prepared a mold remediation Work Plan at the Indianola Distribution Center.

Asbestos Survey, Limited Lead-Based Paint Survey and Mold Survey, Palmer House for Children – Columbus, MS
Conducted an asbestos survey, limited lead-based paint survey and mold survey in the Administration Building prior to renovation.

Asbestos Survey and Lead-Based Paint Survey, Mid-Delta Regional Airport – Greenville, MS
Conducted a limited asbestos and lead-based paint inspection prior to demolition of the GS Shelter and MALSR Shelter buildings at the Mid-Delta Regional airport.

CERTIFICATIONS

Certified Environmental Scientist

MDEQ Lead Risk Assessor (AI No PRA-00011347)

MDEQ Lead Inspector (AI No PBI-00011346)

MDEQ Asbestos Inspector Lic. No. ABI-00001685

AHERA Asbestos Inspector

40-Hour HAZWOPER (29CFR 1910.120)

32-Hour Safety Training (29 CFR 1926)

Mold Assessment and Remediation Training, MSU

IAQ and Industrial Hygiene Workshop

US/DOT Hazardous Materials Awareness Training

U.S. Army Corps of Engineers Wetlands Delineation Training

WORK HISTORY

Terracon Consultants, Inc., 2017 - Present

Pickering Firm, Inc., 2007 - 2017

Western Technologies, 2006 - 2007

MACTEC Engineering & Consulting, 2001 - 2006

Terracon



Jeffery Delise

LBP INSPECTOR

EDUCATION

Bachelor of Science, Environmental Sciences, Savannah State University, 2005

CERTIFICATIONS

LDEQ Certified Asbestos Building Inspector

LDEQ Certified Asbestos Contractor/Supervisor

OSHA HAZWOPER 40 HOUR

AHERA Asbestos Project Designer

NIOSH 582 Equivalency

LDEQ Lead Inspector

LDEQ Lead Risk Assessor

WORK HISTORY

Terracon Consultants, Inc., Project Manager, 2015-Present

Bureau Veritas North America, HSE Consultant, 2015

Pinchin West LTD, Project Manager, 2012-2014

Savannah Analytical and Consulting Service, Project Coordinator, 2007-2012

HSA Engineers and Scientists, Building Scientist, 2005-2007

PROFESSIONAL EXPERIENCE

Jeff Delise has over 16 years of experience in environmental consulting, working with building sciences, indoor air quality, asbestos, lead-based paint, and other hazardous materials. As a project manager for the Asbestos and Lead Services Department, Jeff is responsible for client communication, project oversight and planning, staff training, initial inspections, project specifications, abatement oversight, clearances, proposal writing, report review, and invoicing. Jeff also has extensive direct project experience in oversight, planning, scheduling, specifications, clearances, milestones, and quality assurance.

As an AHERA Building Inspector/EPA Lead Inspector, Jeff has conducted small to large-scale surveys on projects, including schools, hotels, grocery stores, hospitals, power substations, department stores, and industrial plants. Responsibilities of initial inspections include preparation of field notes, photographic documentation, site drawings, sample collection and submission, and reporting.

As an AHERA Supervisor and Air Sampler, Jeff has inspected, monitored, and cleared large-scale abatement projects. These inspections include reviewing written procedures, containment inspections, evaluating worker exposure limits, and final visual and air clearances. Project oversight responsibilities include preparing field notes, instrument readings, photographic documentation, site drawings, and submission samples collected. As a NIOSH 582 technician, Jeff can analyze PCM air samples on-site if required.

As a project designer, Jeff has developed technical specifications for safely removing and monitoring asbestos, lead-based paint, and universal wastes.

PROJECT EXPERIENCE

New Orleans Redevelopment Authority - Acquisition, Construction, and Disposition Projects/ Façade Renovation Projects – New Orleans, LA

Jeff is currently serving as task manager and lead field coordinator for the New Orleans Redevelopment Authority (NORA) in support of Terracon's contract with NORA to provide NEPA and Environmental Review Record (ERR) documentation for several HUD programs. These programs include Community Development Block Grant (CDBG), Neighborhood Stabilization Program 2 (NSP2), Project HOME Again, and others. Since Ms. Keane participated in the NORA contract, several properties have been approved based on the provided ERR documentation completed by Ms. Keane, with several other properties pending approval.

City of Alexandria Environmental Engineering & Consulting Services – Alexandria, LA

Jeff is task manager and lead field coordinator for an ongoing environmental services contract between Terracon and the City of Alexandria. He has provided lead and asbestos inspection services on City properties and residential properties as part of the City's CDBG program.

The Standard at Fort Collins Industrial Hygiene Services – Fort Collins, CO

Jeff was the project manager for the industrial hygiene inspection of nine buildings on six properties, including a three-building apartment complex with a clubhouse and five single-family homes. All were demolished to make room for the new construction of a 230+ unit student housing project. His team inspected hazardous materials (including asbestos, lead-based paint, mold, and universal waste), asbestos abatement work plans, and abatement and demolition clearances.

Times-Picayune – New Orleans LA

Jeff was responsible for the hazardous materials survey (asbestos, lead-based paint, and universal wastes) and project specification design of the Times-Picayune Facility, a 3-story 315,000-square-foot industrial and office building in New Orleans.

Terracon



Rachele P. Taylor, P.E.

LBP INSPECTOR

PROFESSIONAL EXPERIENCE

Rachele P. Taylor, P.E., is a senior environmental engineer with over 18 years of experience in EPA and OSHA compliance. Rachele has provided consulting for field investigations, pollution prevention, environmental permitting, sampling and data analysis, EHS policies, procedures and related training, throughout the Alabama coast and south Mississippi.

Her field and project management experience includes environmental permitting and compliance for hazardous waste, air and stormwater issues for a variety of industrial clients. Rachele has also been responsible for project management, documentation, operating procedures and instructions for program compliance and continual improvements; environmental assessments; regulatory compliance audits; and health and safety planning.

PROJECT EXPERIENCE

Mobile County Commission (MCC), CDBG Program Consulting/Professional Services – Mobile, AL
Serving as a technical lead for environmental compliance and inspections in support of Terracon's contract with MCC to provide NEPA and Environmental Review Record (ERR) documentation for several HUD programs, specifically the County's CDBG Funding and Grant Programs. These programs include targeted demolitions, roof replacements, infrastructure replacement/improvement projects, and recreation improvement projects.

H&E Equipment Services – EPCRA Tier II Reporting – Multiple Locations
Project Manager for Emergency Planning and Community Right to Know Act (EPCRA) Tier II reporting for 100 facilities across the United States. The project included gathering required chemical data, regulatory compliance review and submittals for 23 states.

AM/NS Calvert – Environmental Compliance – Calvert, Alabama
Technical lead for environmental compliance and management system review, coordination and permitting for Title V/MACT air permitting, SPCC and NPDES compliance and Large Quantity Generator hazardous waste management.

Confidential Industrial Clients, Limited Environmental Compliance Assessments (LECA) – Multiple Locations
Conducted compliance assessments for several industrial clients regarding environmental permitting and compliance across multiple categories, including SPCC, USTs, ASTs, hazardous waste/RCRA, stormwater, TRI, TIER II and air permitting.

EDUCATION
Master of Science
Chemical Engineering
Vanderbilt University,
1995

Bachelor of Science
Chemical Engineering
Christian Brothers
University, 1993

REGISTRATIONS
Professional Engineer:
Alabama No. 37224
Mississippi, No. 25823
North Carolina, No. 029411

CERTIFICATIONS
ADEM Asbestos Inspector

FDEP Asbestos Inspector

LDEQ Asbestos Inspector

ADEM Lead Inspector

40-Hour HAZWOPER;
8-Hour HAZWOPER recertification

RCRA Hazardous Waste Management and DOT Hazardous Materials Handling

WORK HISTORY
Terracon Consultants, Inc.,
2019 - Present

Wood Environment &
Infrastructure, Inc.,
2017 - 2019

Operations Excellence,
Inc. Clemmons, NC,
2000 - 2017

Terracon

Appendix B

- Team Accreditations

State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

CHRIS WELLS, EXECUTIVE DIRECTOR

June 5, 2024

Jason M Maloney
Terracon Consultants, Inc.
524 Elmwood Park Blvd
Suite 170
New Orleans, Louisiana 70123

Re: Certificate of Licensure
Lead Risk Assessor Certification

Your application for certification as a Lead Risk Assessor has been approved by the Lead Certification Branch in accordance with the Mississippi Regulations for Lead-Based Paint Activities, Miss. Code Annotated Sections 49-17-501 through 49-17-531. Your Mississippi Certification number is PRA-00012151 which is reflected on your enclosed Mississippi Certification identification card or certificate.

Your Mississippi Certification is valid through Jun 4th, 2025. In order to maintain certification as a Lead Risk Assessor, you must renew your license on or before the expiration date stated on your card or certificate and pay the renewal fee. If you should continue to perform lead-based paint activities after the expiration date, you will be in violation of the Mississippi Regulations for Lead-Based Paint Activities and may be cited for non-compliance.

It is your responsibility to ensure that you have met all the requirements for renewal of your lead certification.

If you have any questions, please feel free to contact Virginia Rickels at (601) 961-5777.

Sincerely,

Greg Mallery, P.E., Chief
Asbestos & Lead Branch

Enclosure

69293 LIC20240001

BRANDT INSTRUMENTS, INC.
Environmental and Safety Training

Certifies that

Jason M. Maloney, PE

Terracon Consultants, Inc.
524 Elmwood Park Blvd, Ste 170
New Orleans, LA 70123

has attended and passed an examination of the course entitled

Lead Risk Assessor Refresher Course
8.0 Hours

held January 3, 2024
exam given on January 3, 2024

Deborah J. Brandt
Deborah J. Brandt
Instructor

Deborah J. Brandt
Deborah J. Brandt
Coordinator: Brandt Instruments, Inc.
18568 Oak Grove Pkwy. Prairieville, LA 70769
Phone: 225-673-6776 ♦ Fax: 225-673-6725

"Under civil and criminal penalties of law for the making or submission of false or fraudulent statements or representations (18 U.S.C. 1001, 15 U.S.C. 2615) and (R.S. 30:2025), I certify that this training complies with all applicable requirements of TSCA Title IV, 40 CFR, Part 745, LAC Title 33, Part III.2805, Chapter 1.C of the Miss. Code 49-17-501 through 49-17-531 for accreditation, Alabama Lead Reduction Act 1997-Revised,.No. 97-553, Chapter 822-X-1, Texas Environmental Lead Reduction Rules, Section 295.204."

Louisiana Training Provider #JTP118242 Expiration: 1-19-24
Texas Training Provider #20451 Expiration: 7-21-24
Alabama Training Provider Expiration: 5-31-24

DL# LA-010888687
Certificate: LRAR24-01-004
Certificate Expiration: 01-03-25

BRANDT INSTRUMENTS, INC.
Environmental and Safety Training

State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
CHRIS WELLS, EXECUTIVE DIRECTOR

June 5, 2024

Jason M Maloney
Terracon Consultants, Inc.
524 Elmwood Park Blvd
Suite 170
New Orleans, Louisiana 70123

Re: Certificate of Licensure
Lead Inspector Certification

Your application for certification as a Lead Inspector has been approved by the Lead Certification Branch in accordance with the Mississippi Regulations for Lead-Based Paint Activities, Miss. Code Annotated Sections 49-17-501 through 49-17-531. Your Mississippi Certification number is PBI-00007661 which is reflected on your enclosed Mississippi Certification identification card or certificate.

Your Mississippi Certification is valid through Jun 4th, 2025. In order to maintain certification as a Lead Inspector, you must renew your license on or before the expiration date stated on your card or certificate and pay the renewal fee. If you should continue to perform lead-based paint activities after the expiration date, you will be in violation of the Mississippi Regulations for Lead-Based Paint Activities and may be cited for non-compliance.

It is your responsibility to ensure that you have met all the requirements for renewal of your lead certification.

If you have any questions, please feel free to contact Virginia Rickels at (601) 961-5777.

Sincerely,

Greg Mallery, P.E., Chief
Asbestos & Lead Branch

Enclosure

69293 LIC20240002

BRANDT INSTRUMENTS, INC.
Environmental and Safety Training

Certifies that

Jason M. Maloney, PE

Terracon Consultants, Inc.
524 Elmwood Park Blvd, Ste 170
New Orleans, LA 70123

has attended and passed an examination of the course entitled

Lead-Based Paint Inspector Refresher
8.0 Hours

held January 2, 2024
exam given on January 2, 2024

Deborah J. Brandt
Deborah J. Brandt
Instructor

Deborah J. Brandt
Deborah J. Brandt
Coordinator: Brandt Instruments, Inc.
18568 Oak Grove Pkwy. Prairieville, LA 70769
Phone: 225-673-6776 ♦ Fax: 225-673-6725

"Under civil and criminal penalties of law for the making or submission of false or fraudulent statements or representations (18 U.S.C. 1001, 15 U.S.C. 2615) and (R.S. 30:2025), I certify that this training complies with all applicable requirements of TSCA Title IV, 40 CFR, Part 745, LAC Title 33, Part III.2805, Chapter 1.C of the Miss. Code 49-17-501 through 49-17-531 for accreditation, Alabama Lead Reduction Act 1997-Revised, No. 97-553, Chapter 822-X-1, Texas Environmental Lea19Reduction Rules, Section 295.204."

Louisiana Training Provider #JTP118242 Expiration: 1-19-24
Texas Training Provider #20451 Expiration: 7-21-24
Alabama Training Provider Expiration: 6-01-24

DL# LA-010888687
Certificate: LIR24-01-005
Certificate Expiration: 01-02-25

BRANDT INSTRUMENTS, INC.
Environmental and Safety Training

State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
CHRIS WELLS, EXECUTIVE DIRECTOR

June 5, 2024

Jason M Maloney
Terracon Consultants, Inc.
524 Elmwood Park Blvd
Suite 170
New Orleans, Louisiana 70123

Re: Certificate of Licensure
Lead Project Designer Certification

Your application for certification as a Lead Project Designer has been approved by the Lead Certification Branch in accordance with the Mississippi Regulations for Lead-Based Paint Activities, Miss. Code Annotated Sections 49-17-501 through 49-17-531. Your Mississippi Certification number is PPD-00012150 which is reflected on your enclosed Mississippi Certification identification card or certificate.

Your Mississippi Certification is valid through Jun 4th, 2025. In order to maintain certification as a Lead Project Designer, you must renew your license on or before the expiration date stated on your card or certificate and pay the renewal fee. If you should continue to perform lead-based paint activities after the expiration date, you will be in violation of the Mississippi Regulations for Lead-Based Paint Activities and may be cited for non-compliance.

It is your responsibility to ensure that you have met all the requirements for renewal of your lead certification.

If you have any questions, please feel free to contact Virginia Rickels at (601) 961-5777.

Sincerely,

Greg Mallery, P.E., Chief
Asbestos & Lead Branch

Enclosure

69293 LIC20240003

BRANDT INSTRUMENTS, INC.

Environmental and Safety Training

Certifies that

Jason M. Maloney, PE

Terracon Consultants, Inc.
524 Elmwood Park Blvd, Ste 170
New Orleans, LA 70123

has attended and passed an examination of the course entitled

Lead Planner | Project Designer Refresher Course
4.0 Hours

held January 2-4, 2024
exam given on January 4, 2024

Deborah J. Brandt
Deborah J. Brandt
Instructor

Deborah J. Brandt
Deborah J. Brandt
Coordinator: Brandt Instruments, Inc.
18568 Oak Grove Pkwy. Prairieville, LA 70769
Phone: 225-673-6776 ◆ Fax: 225-673-6725

"Under civil and criminal penalties of law for the making or submission of false or fraudulent statements or representations (18 U.S.C. 1001, 15 U.S.C. 2615) and (R.S. 30:2025), I certify that this training complies with all applicable requirements of TSCA Title IV, 40 CFR, Part 745, LAC Title 33, Part III.2805, Chapter 1.C of the Miss. Code 49-17-501 through 49-17-531 for accreditation and the Texas Environmental Lead Reduction Rules, Section 295.204"

Louisiana Training Provider #JTP118242 Expiration: 1-19-24
Texas Training Provider #20451 Expiration: 7-21-24

DL# LA-010888687
Certificate: LPDR24-01-001
Certificate Expires: 01-04-25

BRANDT INSTRUMENTS, INC.
Environmental and Safety Training

State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
CHRIS WELLS, EXECUTIVE DIRECTOR

April 17, 2024

William B McKnight
Terracon
859 Pear Orchard Road
Ridgeland, Mississippi 39157

Re: Certificate of Licensure
Lead Inspector Certification

Your application for certification as a Lead Inspector has been approved by the Lead Certification Branch in accordance with the Mississippi Regulations for Lead-Based Paint Activities, Miss. Code Annotated Sections 49-17-501 through 49-17-531. Your Mississippi Certification number is PBI-00011346 which is reflected on your enclosed Mississippi Certification identification card or certificate.

Your Mississippi Certification is valid through Dec 8th, 2024. In order to maintain certification as a Lead Inspector, you must renew your license on or before the expiration date stated on your card or certificate and pay the renewal fee. If you should continue to perform lead-based paint activities after the expiration date, you will be in violation of the Mississippi Regulations for Lead-Based Paint Activities and may be cited for non-compliance.

It is your responsibility to ensure that you have met all the requirements for renewal of your lead certification.

If you have any questions, please feel free to contact Virginia Rickels at (601) 961-5777.

Sincerely,

Greg Mallery, P.E., Chief
Asbestos & Lead Branch

Enclosure

81191 LIC20240001

State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

CHRIS WELLS, EXECUTIVE DIRECTOR

April 17, 2024

William B McKnight
Terracon
859 Pear Orchard Road
Ridgeland, Mississippi 39157

Re: Certificate of Licensure
Lead Risk Assessor Certification

Your application for certification as a Lead Risk Assessor has been approved by the Lead Certification Branch in accordance with the Mississippi Regulations for Lead-Based Paint Activities, Miss. Code Annotated Sections 49-17-501 through 49-17-531. Your Mississippi Certification number is PRA-00011347 which is reflected on your enclosed Mississippi Certification identification card or certificate.

Your Mississippi Certification is valid through Dec 10th, 2024. In order to maintain certification as a Lead Risk Assessor, you must renew your license on or before the expiration date stated on your card or certificate and pay the renewal fee. If you should continue to perform lead-based paint activities after the expiration date, you will be in violation of the Mississippi Regulations for Lead-Based Paint Activities and may be cited for non-compliance.

It is your responsibility to ensure that you have met all the requirements for renewal of your lead certification.

If you have any questions, please feel free to contact Virginia Rickels at (601) 961-5777.

Sincerely,

Greg Mallery, P.E., Chief
Asbestos & Lead Branch

Enclosure

81191 LIC20240002

State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
CHRIS WELLS, EXECUTIVE DIRECTOR

April 17, 2024

William B McKnight
Terracon
859 Pear Orchard Road
Ridgeland, Mississippi 39157

Re: Certificate of Licensure
Lead Inspector Certification

Your application for certification as a Lead Inspector has been approved by the Lead Certification Branch in accordance with the Mississippi Regulations for Lead-Based Paint Activities, Miss. Code Annotated Sections 49-17-501 through 49-17-531. Your Mississippi Certification number is PBI-00011346 which is reflected on your enclosed Mississippi Certification identification card or certificate.

Your Mississippi Certification is valid through Dec 8th, 2024. In order to maintain certification as a Lead Inspector, you must renew your license on or before the expiration date stated on your card or certificate and pay the renewal fee. If you should continue to perform lead-based paint activities after the expiration date, you will be in violation of the Mississippi Regulations for Lead-Based Paint Activities and may be cited for non-compliance.

It is your responsibility to ensure that you have met all the requirements for renewal of your lead certification.

If you have any questions, please feel free to contact Virginia Rickels at (601) 961-5777.

Sincerely,

Greg Mallery, P.E., Chief
Asbestos & Lead Branch

Enclosure

81191 LIC20240001

State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
CHRIS WELLS, EXECUTIVE DIRECTOR

April 17, 2024

William B McKnight
Terracon
859 Pear Orchard Road
Ridgeland, Mississippi 39157

Re: Certificate of Licensure
Lead Risk Assessor Certification

Your application for certification as a Lead Risk Assessor has been approved by the Lead Certification Branch in accordance with the Mississippi Regulations for Lead-Based Paint Activities, Miss. Code Annotated Sections 49-17-501 through 49-17-531. Your Mississippi Certification number is PRA-00011347 which is reflected on your enclosed Mississippi Certification identification card or certificate.

Your Mississippi Certification is valid through Dec 10th, 2024. In order to maintain certification as a Lead Risk Assessor, you must renew your license on or before the expiration date stated on your card or certificate and pay the renewal fee. If you should continue to perform lead-based paint activities after the expiration date, you will be in violation of the Mississippi Regulations for Lead-Based Paint Activities and may be cited for non-compliance.

It is your responsibility to ensure that you have met all the requirements for renewal of your lead certification.

If you have any questions, please feel free to contact Virginia Rickels at (601) 961-5777.

Sincerely,

Greg Mallery, P.E., Chief
Asbestos & Lead Branch

Enclosure

81191 LIC20240002

STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

certifies that

Jeffrey A Delise

Has complied with all requirements of the Louisiana Department of Environmental Quality and is authorized to perform the duties of

Lead Inspector

Accreditation No. JI196224 **AI No.** 196224

Date of Issuance July 16, 2024 **Expiration** July 11, 2025

Failure to comply with all applicable provisions of La. R.S. 2025.E. (1)(a) and La. R.S. 2025.F. (2)(a) may result in civil and/or criminal enforcement actions by the State.

Charles Finley

Public Participation & Permit Support Division
Office of Environmental Services

STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

certifies that

Jeffrey A Delise

Has complied with all requirements of the Louisiana Department of Environmental Quality and is authorized to perform the duties of

Lead Project Supervisor

Accreditation No. JS196224 **AI No.** 196224

Date of Issuance July 16, 2024 **Expiration** July 16, 2025

Failure to comply with all applicable provisions of La. R.S. 2025.E. (1)(a) and La. R.S. 2025.F. (2)(a) may result in civil and/or criminal enforcement actions by the State.

Charles Finley

Public Participation & Permit Support Division
Office of Environmental Services

STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

certifies that

Jeffrey A Delise

Has complied with all requirements of the Louisiana Department of Environmental Quality and is authorized to perform the duties of

Lead Risk Assessor

Accreditation No. JR196224 **AI No.** 196224

Date of Issuance July 16, 2024 **Expiration** July 12, 2025

Failure to comply with all applicable provisions of La. R.S. 2025.E. (1)(a) and La. R.S. 2025.F. (2)(a) may result in civil and/or criminal enforcement actions by the State.

Charles Finley

Public Participation & Permit Support Division
Office of Environmental Services

Alabama Lead-Based Paint Activities Accreditation Program

THE UNIVERSITY OF ALABAMA®

UA SafeState

has examined the documentation of lead-based paint training
and qualifications of the person named below and confers this

Certificate of Accreditation

Lead Based Paint Risk Assessor Re-Registration/Re-Accreditation

Rachele Taylor

Alabama Accreditation Number

LRA0623720875

Certificate Expiration Date

June 28, 2026

This certificate has been issued pursuant to the authority granted to The University of Alabama SafeState Program for the Registration and Accreditation of Lead Training Programs and Individuals engaged in Lead-Based Paint Activities. Alabama Administrative Code 822-X-1, July 27, 1998

Kalyn Tew

Environmental Services Manager

Associate Director for Environmental Programs

Alabama Lead-Based Paint Activities Accreditation Program

THE UNIVERSITY OF ALABAMA®

UA SafeState

has examined the documentation of lead-based paint training
and qualifications of the person named below and confers this

Certificate of Accreditation

Lead Based Paint Inspector Re-Accreditation/Re-Registration

Rachele Taylor

Alabama Accreditation Number

LIN0623720875

Certificate Expiration Date

June 23, 2026

This certificate has been issued pursuant to the authority granted to The University of Alabama SafeState Program for the Registration and Accreditation of Lead Training Programs and Individuals engaged in Lead-Based Paint Activities. Alabama Administrative Code 822-X-1, July 27, 1998

Kaelyn Tew

Environmental Services Manager

Associate Director for Environmental Programs

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Kermas Eaton, City Clerk**

cc:

Date: **Tuesday, November 19, 2024**

Re: **Authorize publication of Notice to Bidders for Municipal Depositories for a (2) two-year period beginning January 1, 2025, through December 31, 2026.**
File Number: 2024-663
Minute Book #

Summary
Authorize publication of Notice to Bidders for Municipal Depositories for a (2) two-year period beginning January 1, 2025, through December 31, 2026.

Recommendation Statement
I recommend approval of this item.

Please place this on the November 19, 2024 City Council meeting for consideration.

CITY OF HATTIESBURG

DESIGNATION OF MUNICIPAL DEPOSITORIES

INFORMATION SHEET

2025-2026

Municipal Depositories must be certified by the State Treasurer as meeting the Capital Ratio requirement specified in Code section 27-105-315, or they must be insured by the Federal Deposit Insurance Corporation (FDIC) or Federal Savings and Loan Insurance Corporation (FSLIC).

Financial institutions of the City of Hattiesburg insured by the FDIC or FSLIC may qualify if such institution had a primary Capital-to-Assets ratio of 5 %or more determined not later than December 1^{51} of each calendar year by State Treasurer on the basis of balance sheet of applying depositories at June 30^{th} of the same calendar year. Each depository applicant must furnish to the State Treasure such financial statements, balance sheets and other documentation sworn to by a duly elected officer(s) on such date or dates and on such forms as the State Treasure may require. Willful misstatement of fact on such forms shall subject the officer and the financial institution to ineligibility to serve as a depository for a period of one (1) year commencing with the date on which the State Treasurer certifies that such a misstatement has been made.

Securities eligible for securing of municipal funds as provided in Section 27-105-5, in an amount at least equal to 105% of the maximum sum to be placed in such financial institution at any one time exclusively that portion of the amounts insured by FDIC or FSLIC must be deposited with the Office of the City Clerk of his/her designee. No bond shall be accepted as security except for its market value, the city retains the right to retain other and different security. Failure to comply shall cause the depository to forfeit its rights as a depository, and all City funds will be immediately removed.

In addition to the foregoing, all applicants are required to comply with the following State statutes contained in Chapter 105, Article, Volume 9, and more specifically Sections 27-105-301 through 27-105-371, Mississippi Code of 1972, as annotated and amended, copies of which are attached hereto for your information.

BY: Kermas Eaton

CITY CLERK

NOTICE TO BIDDERS

PURSUANT to the provisions of Chapter 105, Article 3, Volume 9, and more Specifically, Section 27-105-301 through 27-105-371, Mississippi Code of 1972, as Annotated and Amended, NOTICE IS HEREBY GIVEN TO ALL FINANCIAL INSTITUTIONS, INSURED AS REQUIRED BY STATE STATUTE, in the City of Hattiesburg, Mississippi, that the Mayor and Council of the City of Hattiesburg, Mississippi, will receive sealed bids until 10:00 A.M., December 19, 2024, in the City Clerk=s Office in City Hall, P.O. Box 1898, Hattiesburg, Mississippi, 39403, and will be opened and considered for the privilege of keeping funds of said City of Hattiesburg, or any part thereof, for a period of two (2) years, such bids to be submitted as provided by law and particularly as provided by Chapter 105, Article 3, Volume 9, of the Mississippi Code of 1972, as Annotated and Amended.

Each BID must be received in a sealed envelope which is marked in the lower left hand corner EXACTLY as follows:

BID:

TWO (2) YEAR DEPOSITORIES
OPENING 10:00 A.M. December 19, 2024

Each BID should also specify the kind(s) of securities to be given as security for funds Pursuant to State Statute.

Published by Order of the Council on this the 19th day of November 2024.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton /s/
CITY CLERK

Publish (3) times 11/21/24& 11/28/24 &12/5/24

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Betsy Mercier, Director of Parks and Recreation**

cc:

Date: **Tuesday, November 19, 2024**

Re: **Approve the City's purchase of (1) grave space, located in Section 30, Lot 45, North Half (N 1/2) of the Northwest Quarter (NW 1/4), at Highland Cemetery, Minute Book# 2007, Page 1/514 in the amount of $175.00 from Michael Jordan, Authorize manual check for the same.**
File Number: 2024-657
Minute Book #

Summary
Approve the City's purchase of (1) grave space, located in Section 30, Lot 45, North Half (N 1/2) of the Northwest Quarter (NW 1/4), at Highland Cemetery, Minute Book# 2007, Page 1/514 in the amount of $175.00 from Michael Jordan, Authorize manual check for the same.

Recommendation Statement
i am recommending approval of the City's purchase of (1) one grave space.

Please place this on the November 19, 2024 City Council meeting for consideration.

MAYOR
Toby Barker

COUNCIL - WARD ONE	COUNCIL - WARD TWO	COUNCIL - WARD THREE	COUNCIL - WARD FOUR	COUNCIL - WARD FIVE
Jeffrey George	*Deborah Denard Delgado*	*Carter Carroll*	*Dave Ware*	*Nicholas Brown*

Date: November 06, 2024

To whom it may concern:

I, Michael Jordan am requesting to sell back 1 1 grave space (s)

Located at Highland Cemetery, In Section 30 Lot 45 N 1/2 of the NW 1/4, to the

City of Hattiesburg, which was purchased on January 16, 2007 at the price

Of $ 175.00 per grave space. Total amount due this request $ 175.00

MB# 2007 Page 1514.

Michael L. Jordan
Sincerely,

Approved By:
Deborah Delgado

Mail to:
Michael Jordan
14 Brookline DR.
Hattiesburg, MS. 39402
Phone#
601-606-9012

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 Ronald Jerome Jordan 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 (N1/2) of the Northwest Quarter (NW1/4)

Lot Number: 45 Section Number: 30

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 6th day of February, 2007.

ATTEST: Eddi R. Myers
CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, 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 6th day of February, 2007.

My Commission Expires:

NOTARY PUBLIC

My Commission Expires: July 24, 2007

Mail to:
14 Brookline Dr.
Hattiesburg MS 39402

CITY OF HATTIESBURG
RECEIPT OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 1-16-2007

SOLD TO: Ronald Jerome Jordan
ADDRESS 100 Olive Street Hattiesburg MS 39401
desires to purchase the grave space described below, subject to Cemetery regulations.
N ½ NW ¼ Lot No. 45 Section No. 30 in Highland Cemetery
Number of grave spaces 1. Price per grave space $ 175.00
Price Received $ 175.00
check 1939

CITY [illegible]
By Melissa R Hinton
Dept. of City Cemeteries

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Betsy Mercier, Director of Parks and Recreation**

cc:

Date: **Tuesday, November 19, 2024**

Re: **Approve the City's purchase of (2) two grave spaces, located in Section 37, Lot 53, Southeast Quarter (SE 1/4) at Highland Cemetery, Minute Book# 2013, Page 375, in the amount of $350.00 from Steve & Diane Burch, Authorize a manual check for the same.**
File Number: 2024-658
Minute Book #

Summary
Approve the City's purchase of (2) two grave spaces, located in Section 37, Lot 53, Southeast Quarter (SE 1/4) at Highland Cemetery, Minute Book# 2013, Page 375, in the amount of $350.00 from Steve & Diane Burch, Authorize a manual check for the same.

Recommendation Statement
I am recommending approval of the City's purchase of (2) grave spaces.

Please place this on the November 19, 2024 City Council meeting for consideration.

MAYOR
Toby Barker

COUNCIL - WARD ONE	COUNCIL - WARD TWO	COUNCIL - WARD THREE	COUNCIL - WARD FOUR	COUNCIL - WARD FIVE
Jeffrey George	*Deborah Denard Delgado*	*Carter Carroll*	*Dave Ware*	*Nicholas Brown*

Date: October 30, 2024

To whom it may concern:

We, Steve + Diane Burch are requesting to sell back 2 grave space (s)

Located at Highland Cemetery, In Section 37, Lot 53, — 1/2 of the SE 1/4, to the

City of Hattiesburg, which was purchased on November 18, 2013 at the price

Of $ 175.00 per grave space. Total amount due this request $ 350.00 MB# 2013

Page# 375

Sincerely,

Steve Burch

Diane Burch

Approved By: Deborah Bruce

Mail to:

Steve + Diane Burch

307 S. 31st Ave

Hattiesburg, MS. 39401

Phone# 601-606-6530

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 11/18/ 20 13

SOLD TO:

Mr. Mrs. Miss Steve and Diane Burch

ADDRESS 307 S 31st Ave Hattiesburg MS 39401

Desires to purchase the grave space described below, subject to Cemetery regulations.

½ SE ¼ Lot No. 53 Section No. 37 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Amount Received $ 350.00

Check 4370

CITY OF HATTIESBURG, MISSISSIPPI

By Adelyn K. Nugent

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 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, Steve & Diane Burch, 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 (SE 1/4)

Lot Number 53 Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of December, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Connie Everett
DEPUTY CITY CLERK

MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett, 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 17th day of December, 2013.

My Commission Expires:

STATE OF MISSISSIPPI KERMAS EATON ID NO. 87654 Commission Expires 02/12/2016 NOTARY PUBLIC FORREST COUNTY

NOTARY PUBLIC

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Betsy Mercier, Director of Parks and Recreation**

cc:

Date: **Tuesday, November 19, 2024**

Re: **Approve the City's purchase of (1) one grave space, located in Section 25, Lot 76, North Half (N 1/2) of the Northwest Quarter (NW 1/4), at Highland Cemetery, Minuet Book# 1995-5, Page# 92, in the amount of $175.00 from Orville Glenn Freeman, Authorize manual check for the same.**
File Number: 2024-668
Minute Book #

Summary
Approve the City's purchase of (1) one grave space, located in Section 25, Lot 76, North Half (N 1/2) of the Northwest Quarter (NW 1/4), at Highland Cemetery, Minuet Book# 1995-5, Page# 92, in the amount of $175.00 from Orville Glenn Freeman, Authorize manual check for the same.

Recommendation Statement
I am recommending approval of the City's purchase of (1) one grave space.

Please place this on the November 19, 2024 City Council meeting for consideration.

MAYOR
Toby Barker

COUNCIL - WARD ONE	COUNCIL - WARD TWO	COUNCIL - WARD THREE	COUNCIL - WARD FOUR	COUNCIL - WARD FIVE
Jeffrey George	*Deborah Denard Delgado*	*Carter Carroll*	*Dave Ware*	*Nicholas Brown*

Date: 11/08/2024

To whom it may concern:

I, Orville Glenn Freeman am requesting to sell back (1) grave space (s)

Located at Highland Cemetery, In Section 25 Lot 76 N 1/2 of the NW 1/4, to the

City of Hattiesburg, which was purchased on October 12 1995 at the price

Of $ 175.00 per grave space. Total amount due this request $ 175.00

MB# 1995-5 Page 92.

Approved By:
Deborah Bourne
10/10/2024

Sincerely,
Orville Glenn Freeman

Mail to:
Orville Glenn Freeman
124 Fairlake DR.
Hattiesburg, ms. 39402

Phone#
601-466-0372

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, J. Ed Morgan and Clarice Wansley Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of November, 1995. My Commission Expires: Bettye B. Matt
NOTARY PUBLIC

Notary Public State of Mississippi At Large
My Commission Expires September 24, 1998

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss. 10-12-1995

SOLD TO: ~~Mr. Mrs. Miss~~ Rev. O. Glenn Freeman
ADDRESS 124 Fairlake Drive Hattiesburg MS 39402
desires to purchase the grave space described below, subject to Cemetery regulations.
N ½ NW ¼ Lot No. 76 Section No. 25 in Highland Cemetery.
Number of grave spaces 1. Price per grace space $ 175.00.
Price Received $ 175.00 10-13-95 CITY OF HATTIESBURG, MISSISSIPPI
Clerk 5/16/95 By Addalyn K Hinton
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 Rev. O. Glenn Freeman, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave space:

North Half (N½) Northeast Quarter (NW¼)

Lot Number: 76 Section Number: 25
according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing one (1) grave space(s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of November, 1995.

ATTEST:

Clarice Wansley
CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

J. Ed Morgan
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, J. Ed Morgan and Clarice Wansley Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of November, 1995. My Commission Expires: Bettye B. Matt
NOTARY PUBLIC

Notary Public State of Mississippi At Large
My Commission Expires September 24, 1998

Memorandum

To: **Mayor Toby Barker and Members of City Council**

From: **Betsy Mercier, Director of Parks and Recreation**

cc:

Date: **Tuesday, November 19, 2024**

Re: **Approve the sale of grave spaces per attached Memo's, Receipts, and Deeds.**
File Number: 2024-656
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 19, 2024 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Deon F. Roberts

(1) Space $ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 26, Section 36, Highland Cemetery

Jean Watts

(1) Space $ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 61, Section 39, Highland Cemetery

Mary England

(1) Space $ 175.00

West Half (W ½) of the Northwest Quarter (NW ¼)

Lot 167, Section 22, Highland Cemetery

Nancibeth Williams

(1) Space $ 175.00

East Half (E ½) of the Northwest Quarter (NW ¼)

Lot 167, Section 22, Highland Cemetery

Lanell White

(2) Spaces $ 350.00

Southeast Quarter (SE ¼)

Lot 70, Section 39, Highland Cemetery

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10/28/ 2024

SOLD TO:

Mr.. Mrs. Miss Deon F. Roberts

ADDRESS 1000 McGilvary Road Petal MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ NW ¼ Lot No. 26 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By Jana Monroe

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 11/01/ 2024

SOLD TO:

Mr.. Mrs. Miss Jean Watts

ADDRESS 200 Martin Luther King Ave Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ NW ¼ Lot No. 61 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CK # 1815

CITY OF HATTIESBURG, MISSISSIPPI

By Jana Monroe

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10/25/ 2024

SOLD TO:

Mr.. Mrs. Miss Mary England

ADDRESS 6 Idell Cir Petal MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

W ½ NW ¼ Lot No. 167 Section No. 22 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CK# 1198

CITY OF HATTIESBURG, MISSISSIPPI

By Jana Monroe

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10/25/ 2024

SOLD TO:

Mr., Mrs. Miss Nancibeth Williams

ADDRESS 5131 West 4th st building A Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

E ½ NW ¼ Lot No. 167 Section No. 22 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CL# 1198

CITY OF HATTIESBURG, MISSISSIPPI

By Jonna Monroe

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10/30/ 2024

SOLD TO:

Mr., Mrs. Miss Lanell White

ADDRESS N50 W17352 Greenview Ave. Menomonee, WI 53051

desires to purchase the grave space described below, subject to Cemetery regulations.

E ½ SE ¼ Lot No. 70 Section No. 39 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By Jonna 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 Deon F. Roberts, 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 26 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th 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 19th 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 Jean Watts, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)
Lot Number 61 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 19th day of November, 2024.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19th 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 Mary England, 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 Northwest Quarter (NW¼)
Lot Number 167 Section 22

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 19th day of November, 2024.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19th 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 Nancibeth Williams, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½) of the Northwest Quarter (NW¼)
Lot Number 167 Section 22

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 19th day of November, 2024.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19th 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, Lanell White., 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 70 Section Number 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th 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 19th 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 19, 2024**

Re: **Approve claims docket for the period ending November 15, 2024.**
File Number: 2024-680
Minute Book #

Summary
Approve claims docket for the period ending November 15, 2024.

Recommendation Statement
I recommend approval of tis item.

Please place this on the November 19, 2024 City Council meeting for consideration.

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001000			BALANCE SHEET							
001000	0520LB			D/F LIBRARY						
002158	AT&T	M8183270010594 10/24	0	2025	2	INV	P	244.96	111524	305643 AT&T LONG DISTANCE
				ACCOUNT TOTAL				244.96		
001000	060100			GAS/LUBRICANT-CITY BARN						
003497	MAPLES GAS COMPANY	292764	2500571	2025	2	INV	P	17,772.50	111524	305731 GAS & DIESEL/FUEL S
049752	PIGOTT OIL COMPANY	DR-7611-241109073543	2500694	2025	2	INV	P	14,025.96	111524	305774 GAS/FUEL STATION
049752	PIGOTT OIL COMPANY	DR-7623-241029111027	2500488	2025	2	INV	P	4,814.04	111524	305774 GAS & DIESEL/FUEL S
049752	PIGOTT OIL COMPANY	DR-7623-241029111934	2500488	2025	2	INV	P	14,758.14	111524	305774 GAS & DIESEL/FUEL S
								33,598.14		
				ACCOUNT TOTAL				51,370.64		
001000	063700			PREPAID WORKMAN'S COMP						
003696	MS MUNICIPAL WORKERS	0108WC2024-0	0	2025	2	INV	P	182,830.76	111524	305746 MS MUNICIPAL WORKER
				ACCOUNT TOTAL				182,830.76		
				ORG 001000 TOTAL				234,446.36		
001001			REVENUES							
001001	332000			POLICE FINES						
004271	SOUTHERN FINANCIAL S	CMCHAT3 9/3-10/2/24	0	2025	2	INV	P	2,215.38	111524	305800 POLICE FINES COLLEC
				ACCOUNT TOTAL				2,215.38		
				ORG 001001 TOTAL				2,215.38		
001003			CITY COUNCIL							
001003	601000			AUDITING AND ACCOUNTING						
004442	TMH	239119	0	2025	2	INV	P	33,760.00	111524	305812 1st INTERIM BILLING
				ACCOUNT TOTAL				33,760.00		
001003	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287289913717X110524	0	2025	2	INV	P	40.23	111524	305644 MB2016-287/WIRELESS
002160	AT&T MOBILITY	287290252011X110524	0	2025	2	INV	P	201.15	111524	305644 MB2016-287/WIRELESS
								241.38		
				ACCOUNT TOTAL				241.38		
				ORG 001003 TOTAL				34,001.38		
001015			CITY COURT							
001015	604900			OTHER PROFESSIONAL SERV.						
049257	JC DIAZ	113	0	2025	2	INV	P	100.00	111524	305714 TRANSLATING SERVICE

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
050404	PRECIOUS TATE JASPER 0012		2400976	2025 2	INV	P	1,275.00	111524	305781	CLEANING OF MUNICIP
				ACCOUNT TOTAL			1,375.00			
001015	604901			OTHER PROF-TECHNOLOGY						
002385	C SPIRE BUSINESS	C024608391	0	2025 1	INV	P	1,000.35	111524	305660	COURT TELECOM SERVI
				ACCOUNT TOTAL			1,000.35			
001015	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351x110824	0	2025 2	INV	P	362.87	111524	305644	MB#2016-287/WIRELES
002160	AT&T MOBILITY	287289913717X110524	0	2025 2	INV	P	40.23	111524	305644	MB2016-287/WIRELESS
002160	AT&T MOBILITY	287290252011X110524	0	2025 2	INV	P	66.96	111524	305644	MB2016-287/WIRELESS
							470.06			
				ACCOUNT TOTAL			470.06			
001015	620000			PRINTING						
003810	OFFICE PRODUCTS PLUS	1073180-0	2500373	2025 1	INV	P	1,034.00	111524	305765	COURT ENVELOPES (RE
				ACCOUNT TOTAL			1,034.00			
001015	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2024-6 NOV	0	2025 2	INV	P	469.82	111524	305747	MISSISSIPPI POWER-V
				ACCOUNT TOTAL			469.82			
				ORG 001015 TOTAL			4,349.23			
001020	MAYOR/ADMIN.									
001020	501000			OTHER EXPENDABLE OFF.SPL						
003742	N & H ELECTRONIC DIS	247701	2500435	2025 1	INV	P	29.76	111524	305759	1500 POWER SUPPLY/V
004017	REGIONS CARDHOLDER S	1286-10/31/24	0	2025 2	INV	P	165.28	111524	305788	1286-10/31/24 REGIO
				ACCOUNT TOTAL			195.04			
001020	505000			SUBSCRIPTIONS,MAGS,MAPS						
004017	REGIONS CARDHOLDER S	4524-10/31/24	0	2025 2	INV	P	30.20	111524	305788	4524-10/31/24 REGIO
				ACCOUNT TOTAL			30.20			
001020	511500			FOOD						
004017	REGIONS CARDHOLDER S	1286-10/31/24	0	2025 2	INV	P	248.57	111524	305788	1286-10/31/24 REGIO
				ACCOUNT TOTAL			248.57			
001020	525000			GAS AND OIL						
004017	REGIONS CARDHOLDER S	4524-10/31/24	0	2025 2	INV	P	20.20	111524	305788	4524-10/31/24 REGIO
				ACCOUNT TOTAL			20.20			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001020	570000						MTR VEHICLE REP. PTS/SPL			
002160	AT&T MOBILITY	287308925627X110524	0	2025 2	INV	P	47.20	111524	305644	MB2016-287/WIRELESS
					ACCOUNT TOTAL		47.20			
001020	604900						OTHER PROFESSIONAL SERV.			
003414	LEXISNEXIS MATTHEW B	43032559	0	2025 2	INV	P	80.10	111524	305728	MS CODE COURT RULES
					ACCOUNT TOTAL		80.10			
001020	606000						TELEPHONE AND TELEGRAPH			
002160	AT&T MOBILITY	287273578351x110824	0	2025 2	INV	P	56.79	111524	305644	MB#2016-287/WIRELES
002160	AT&T MOBILITY	287289913717X110524	0	2025 2	INV	P	91.50	111524	305644	MB2016-287/WIRELESS
002160	AT&T MOBILITY	287290252011X110524	0	2025 2	INV	P	145.52	111524	305644	MB2016-287/WIRELESS
							293.81			
					ACCOUNT TOTAL		293.81			
001020	615000						ADVERTISING			
003064	H'BURG TOURISM COMMI	24MHSAA-ADVERTISEMNT	0	2025 2	INV	P	5,000.00	111524	305699	ADVERTISEMENT SPONS
004017	REGIONS CARDHOLDER S	4341-10/31/24	0	2025 2	INV	P	3,125.00	111524	305788	4341-10/31/24 REGIO
					ACCOUNT TOTAL		8,125.00			
001020	615300						ADVERTISING-MAYOR'S YOUTH CONF			
004017	REGIONS CARDHOLDER S	1286-10/31/24	0	2025 2	INV	P	237.33	111524	305788	1286-10/31/24 REGIO
					ACCOUNT TOTAL		237.33			
001020	684500						REGISTRATION FEE/TUITION			
004017	REGIONS CARDHOLDER S	4524-10/31/24	0	2025 2	INV	P	580.07	111524	305788	4524-10/31/24 REGIO
					ACCOUNT TOTAL		580.07			
					ORG 001020 TOTAL		9,857.52			
001040			MUNICIPAL CLERK							
001040	606000						TELEPHONE AND TELEGRAPH			
002160	AT&T MOBILITY	287273578351x110824	0	2025 2	INV	P	16.97	111524	305644	MB#2016-287/WIRELES
002160	AT&T MOBILITY	287290252011X110524	0	2025 2	INV	P	40.23	111524	305644	MB2016-287/WIRELESS
							57.20			
					ACCOUNT TOTAL		57.20			
001040	615000						ADVERTISING			
003141	HUB CITY SPOKES	104646	0	2025 2	INV	P	193.24	111524	305707	LEGAL NOTICES 11.7.
					ACCOUNT TOTAL		193.24			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
			ORG 001040 TOTAL			250.44			
001042		ACCOUNTING DIV.							
001042 502000			MINOR OFFICE EQUIP/FURN.						
003810 OFFICE PRODUCTS PLUS	1073697-0	2500473	2025 1	INV	P	310.92	111524	305765	DESK CHAIR-ACCOUNTI
			ACCOUNT TOTAL			310.92			
			ORG 001042 TOTAL			310.92			
001045		PURCHASING DIV.							
001045 636500			OFFICE EQUIPMENT R&M						
002406 CANON FINANCIAL SERV	36172435	0	2025 2	INV	P	180.19	111524	305661	SC#82000674155 BW
			ACCOUNT TOTAL			180.19			
			ORG 001045 TOTAL			180.19			
001090		URBAN DEVELOPMT							
001090 500300			PAPER						
004017 REGIONS CARDHOLDER S	6566-10/31/24	0	2025 2	INV	P	25.49	111524	305788	6566-10/31/24 REGIO
			ACCOUNT TOTAL			25.49			
001090 501000			OTHER EXPENDABLE OFF.SPL						
004017 REGIONS CARDHOLDER S	1286-10/31/24	0	2025 2	INV	P	57.76	111524	305788	1286-10/31/24 REGIO
004017 REGIONS CARDHOLDER S	6566-10/31/24	0	2025 2	INV	P	318.72	111524	305788	6566-10/31/24 REGIO
						376.48			
			ACCOUNT TOTAL			376.48			
001090 505000			SUBSCRIPTIONS,MAGS,MAPS						
004017 REGIONS CARDHOLDER S	6566-10/31/24	0	2025 2	INV	P	5.00	111524	305788	6566-10/31/24 REGIO
			ACCOUNT TOTAL			5.00			
001090 508000			COMPUTER SUPPLIES						
004017 REGIONS CARDHOLDER S	6566-10/31/24	0	2025 2	INV	P	457.96	111524	305788	6566-10/31/24 REGIO
			ACCOUNT TOTAL			457.96			
001090 511500			FOOD						
004017 REGIONS CARDHOLDER S	6566-10/31/24	0	2025 2	INV	P	21.40	111524	305788	6566-10/31/24 REGIO
			ACCOUNT TOTAL			21.40			
001090 535500			WEARING APPAREL						
003216 J M H GRAPHICS	44235	2500352	2025 2	INV	P	519.82	111524	305712	APPAREL ORDER - OCT
			ACCOUNT TOTAL			519.82			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001090	604900						OTHER PROFESSIONAL SERV.			
050812	ASAKURA ROBINSON	HBG2401-3	0	2025	2	INV P	18,319.57	111524	305639	MB 2022-398-399 - B
050812	ASAKURA ROBINSON	HBG2401-6	0	2025	2	INV P	5,263.04	111524	305639	MB 2022-398-399 - B
							23,582.61			
							ACCOUNT TOTAL 23,582.61			
001090	606000						TELEPHONE AND TELEGRAPH			
002160	AT&T MOBILITY	287273578351x110824	0	2025	2	INV P	59.79	111524	305644	MB#2016-287/WIRELES
							ACCOUNT TOTAL 59.79			
001090	611000						TRAVEL EXPENSE			
004017	REGIONS CARDHOLDER S	1286-10/31/24	0	2025	2	INV P	1,166.36	111524	305788	1286-10/31/24 REGIO
							ACCOUNT TOTAL 1,166.36			
001090	684500						REGISTRATION FEE/TUITION			
004017	REGIONS CARDHOLDER S	6566-10/31/24	0	2025	2	INV P	578.91	111524	305788	6566-10/31/24 REGIO
							ACCOUNT TOTAL 578.91			
							ORG 001090 TOTAL 26,793.82			
001091				INFO TECHNOLOGY						
001091	501000						OTHER EXPENDABLE OFF.SPL			
004017	REGIONS CARDHOLDER S	2080-10/31/24	0	2025	2	INV P	28.94	111524	305788	2080-10/31/24 REGIO
004017	REGIONS CARDHOLDER S	4341-10/31/24	0	2025	2	INV P	187.60	111524	305788	4341-10/31/24 REGIO
							216.54			
							ACCOUNT TOTAL 216.54			
001091	508000						COMPUTER SUPPLIES			
004017	REGIONS CARDHOLDER S	2080-10/31/24	0	2025	2	INV P	2,448.81	111524	305788	2080-10/31/24 REGIO
004017	REGIONS CARDHOLDER S	4341-10/31/24	0	2025	2	INV P	2,217.53	111524	305788	4341-10/31/24 REGIO
							4,666.34			
							ACCOUNT TOTAL 4,666.34			
001091	606000						TELEPHONE AND TELEGRAPH			
002160	AT&T MOBILITY	287289913717X110524	0	2025	2	INV P	175.90	111524	305644	MB2016-287/WIRELESS
002160	AT&T MOBILITY	287290252011X110524	0	2025	2	INV P	48.27	111524	305644	MB2016-287/WIRELESS
							224.17			
							ACCOUNT TOTAL 224.17			
001091	606800						NETWORK			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002384	C SPIRE (MEGAGATE)	205876-96	0	2025 2	INV	P	678.74	111524	305658	NETWORK/INTERET - M
002384	C SPIRE (MEGAGATE)	3000667134-39	0	2025 2	INV	P	786.63	111524	305658	NETWORK/INTERET - M
002384	C SPIRE (MEGAGATE)	683013-85	0	2025 2	INV	P	8,351.59	111524	305658	NETWORK/INTERET - M
							9,816.96			
				ACCOUNT TOTAL			9,816.96			
001091	732700			DATA PROCESSING EQUIP.						
002613	DAKTECH COMPUTERS	348074	2500411	2025 2	INV	P	10,119.00	111524	305681	COMPUTERS - VARIOUS
				ACCOUNT TOTAL			10,119.00			
				ORG 001091 TOTAL			25,043.01			
001092			GEN.GOVT.BLDG							
001092	510000			CLEANING/JANITORIAL SPLY						
002471	CINTAS CORPORATION #	5236916102	0	2025 2	INV	P	470.91	111524	305666	EMPTY 5 SHELF FA CA
				ACCOUNT TOTAL			470.91			
001092	560500			ELECTRICAL SUPPLIES						
002883	GARNER LUMLEY ELECTR	614349	2500671	2025 2	INV	P	66.00	111524	305696	CITY HALL LIGHTS-12
				ACCOUNT TOTAL			66.00			
001092	630000			GAS						
004321	SPIRE	G2024-11.4	0	2025 2	INV	P	633.74	111524	305806	SPIRE-11.04
				ACCOUNT TOTAL			633.74			
001092	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2024-6 NOV	0	2025 2	INV	P	4,635.47	111524	305747	MISSISSIPPI POWER-V
				ACCOUNT TOTAL			4,635.47			
001092	639400			DISINFECT./EXTERMINATION						
003040	HAVARD PEST CONTROL	2364581	0	2025 1	INV	P	65.00	111524	305702	HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	2364596	0	2025 1	INV	P	48.00	111524	305703	HAVARD PEST CONTROL
							113.00			
				ACCOUNT TOTAL			113.00			
001092	644900			OTHER RENT						
002720	EDWARDS PROPERTY MGM	FILE 2024 12/24	0	2025 2	INV	P	1,419.00	111524	305685	DRIVERS LICENSE REN
002741	ENDOM TRAILERS	R72650	2402736	2025 2	INV	P	150.00	111524	305687	CITY HALL INSURANCE
				ACCOUNT TOTAL			1,569.00			
				ORG 001092 TOTAL			7,488.12			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001093			INTERMODAL FAC O&M							
001093	510000			CLEANING/JANITORIAL SPLY						
004634	WHEELER'S JANITORIAL	1637586	2500592	2025 2	INV	P	246.00	111524	305826	JANITORIAL SUPPLIES
				ACCOUNT TOTAL			246.00			
001093	546000			MINOR EQUIPMENT						
002471	CINTAS CORPORATION #	5236916101	0	2025 2	INV	P	440.00	111524	305666	CINTAS EMPTY 5 SHLF
002905	GILLILANDS ELECTRONI	15885	2500452	2025 2	INV	P	174.90	111524	305698	REPLACE SYSTEM BATT
				ACCOUNT TOTAL			614.90			
001093	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2024-6 NOV	0	2025 2	INV	P	2,964.77	111524	305747	MISSISSIPPI POWER-V
				ACCOUNT TOTAL			2,964.77			
001093	635000			BUILDING R&M						
048798	BENJAMIN KIRKLAND	1131	0	2025 1	INV	P	18,400.00	111524	305647	CONSTRUCTION/TRAIN
				ACCOUNT TOTAL			18,400.00			
001093	639400			DISINFECT./EXTERMINATION						
003040	HAVARD PEST CONTROL	2364591	0	2025 1	INV	P	115.00	111524	305702	HAVARD PEST CONTROL
				ACCOUNT TOTAL			115.00			
				ORG 001093 TOTAL			22,340.67			
001095			G/G INS.OTH SER							
001095	602500			LEGAL						
002327	BROADDUS & ASSOCIATE	44111-12	0	2025 2	INV	P	6,000.00	111524	305652	FEMA-DR4295-PW 11 H
002327	BROADDUS & ASSOCIATE	44111-13	0	2025 2	INV	P	1,650.00	111524	305652	FEMA-DR4295-PW 11 F
							7,650.00			
002377	BUTLER,SNOW,O'MARA,S	10449983	0	2025 2	INV	P	2,132.00	111524	305654	APRA ADMINISTRATION
003944	POPE & POPE, PA	2481	0	2025 2	INV	P	5,907.77	111524	305779	OUT OF POCKET EXPEN
047351	LOWREY & FORTNER PA	20228343	0	2025 2	INV	P	1,000.00	111524	305730	POLICE CITIZEN REVI
049330	PHELPS DUNBAR LLP	1384320	0	2025 2	INV	P	2,925.78	111524	305772	MATTER # 41224-0002
049330	PHELPS DUNBAR LLP	1384539	0	2025 2	INV	P	900.00	111524	305772	MATTER # 41224-0001
							3,825.78			
050662	CAREY R VARNADO	1037	0	2025 1	INV	P	500.00	111524	305662	MONTHLY ATTORNEY FE
				ACCOUNT TOTAL			21,015.55			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001095	602701						MEDICAL ANALYSIS-EMP CLINIC			
002523	COMCAST CABLEVISION	OCT 30-NOV 29 2024	0	2025	2	INV	P	206.10 111524	305677	COMCAST BUSINESS-CI
047011	JANI-KING OF SOUTH E	SEM11240226	2500534	2025	2	INV	P	383.08 111524	305713	TWO-QUOTE JANITORIA
							ACCOUNT TOTAL	589.18		
001095	604900						OTHER PROFESSIONAL SERV.			
003433	LOCAL IMPACT ANALYTI	11042024-2	0	2025	2	INV	P	10,500.00 111524	305729	FY25 BRIDGE INVESTM
004477	TURNER, JASON	SOUND-VETERAN DAY 24	0	2025	2	INV	P	825.00 111524	305816	SOUND SYSTEM FOR VE
							ACCOUNT TOTAL	11,325.00		
001095	606000						TELEPHONE AND TELEGRAPH			
002158	AT&T	L2024. 10.28.24	0	2025	2	INV	P	244.50 111524	305640	AT&T-BLUE LIGHTS ON
002158	AT&T	M8183270010594 10/24	0	2025	2	INV	P	5,417.69 111524	305643	AT&T LONG DISTANCE
								5,662.19		
047050	C SPIRE (IP)	L2024-11/01	0	2025	2	INV	P	7,569.67 111524	305659	CSPIRE-GEN.GOVT INS
							ACCOUNT TOTAL	13,231.86		
001095	625500						PUBLIC LIAB/PROPERTY DAM			
003695	MS MUNICIPAL LIABILI	0108GL2025-0	0	2025	2	INV	P	457,592.68 111524	305745	LIABILITY INSURANCE
							ACCOUNT TOTAL	457,592.68		
							ORG 001095 TOTAL	503,754.27		
001096			FED PROG ADMIN							
001096	684500						REGISTRATION FEE/TUITION			
003677	MS DEPARTMENT OF ENV	DEQ-00000286	0	2025	2	INV	P	350.00 111524	305743	LEAD FIRM ABATEMENT
003677	MS DEPARTMENT OF ENV	DEQ-00000287	0	2025	2	INV	P	225.00 111524	305742	LEAD SUPV TRAINING
								575.00		
							ACCOUNT TOTAL	575.00		
							ORG 001096 TOTAL	575.00		
001100			POLICE/PUB.SFTY							
001100	501000						OTHER EXPENDABLE OFF.SPL			
004017	REGIONS CARDHOLDER S	1286-10/31/24	0	2025	2	INV	P	217.95 111524	305788	1286-10/31/24 REGIO
004328	STAPLES	6015718821	2500512	2025	2	INV	P	168.09 111524	305808	OFFICE SUPPLIES-HPD
004328	STAPLES	6015718823	2500512	2025	2	INV	P	323.18 111524	305808	OFFICE SUPPLIES-HPD
								491.27		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL			709.22			
001100	502000			MINOR OFFICE EQUIP/FURN.						
004495	ULINE	181688703	2404559	2025 1	INV	P	1,395.00	111524	305817	SHREDDER FOR RECORD
004495	ULINE	181928955	2404647	2025 1	INV	P	887.75	111524	305817	BUILDING SUPPLIES
004495	ULINE	181928956	2404647	2025 1	INV	P	962.25	111524	305817	BUILDING SUPPLIES
							3,245.00			
				ACCOUNT TOTAL			3,245.00			
001100	510000			CLEANING/JANITORIAL SPLY						
004495	ULINE	181928955	2404647	2025 1	INV	P	216.00	111524	305817	BUILDING SUPPLIES
				ACCOUNT TOTAL			216.00			
001100	535000			UNIFORMS, BADGES, ETC.						
003588	MID SOUTH UNIFORM &	654004	2500266	2025 2	INV	P	371.84	111524	305735	PROMOTION NAME PLAT
				ACCOUNT TOTAL			371.84			
001100	535500			WEARING APPAREL						
004017	REGIONS CARDHOLDER S	1286-10/31/24	0	2025 2	INV	P	471.30	111524	305788	1286-10/31/24 REGIO
004017	REGIONS CARDHOLDER S	2080-10/31/24	0	2025 2	INV	P	1,305.55	111524	305788	2080-10/31/24 REGIO
004017	REGIONS CARDHOLDER S	6566-10/31/24	0	2025 2	INV	P	466.21	111524	305788	6566-10/31/24 REGIO
							2,243.06			
				ACCOUNT TOTAL			2,243.06			
001100	546000			MINOR EQUIPMENT						
003742	N & H ELECTRONIC DIS	25256	2404852	2025 1	INV	P	106.12	111524	305759	RELAY AND RELAY SOC
004017	REGIONS CARDHOLDER S	5548-10/31/24	0	2025 2	INV	P	499.39	111524	305788	5548-10/31/24 REGIO
004495	ULINE	181928956A	0	2025 1	INV	P	147.75	111524	305817	PO# 2404647 SUPPLIE
				ACCOUNT TOTAL			753.26			
001100	559000			OTHER OPERATING MATL/SPLY						
047100	NORTH AMERICAN RESCU	IN847882	2500128	2025 2	INV	P	5,236.00	111524	305764	STOP THE BLEED KITS
047101	MOTOROLA SOLUTIONS	8330289733	0	2025 2	INV	P	500.00	111524	305740	VISTA REPAIR-HPD
				ACCOUNT TOTAL			5,736.00			
001100	570000			MTR VEHICLE REP. PTS/SPL						
002060	ADVANCE AUTO PARTS	5604429773935	2500375	2025 1	INV	P	419.77	111524	305633	REPAIR PARTS FOR SH
002060	ADVANCE AUTO PARTS	560443074058	2500545	2025 2	INV	P	1,908.33	111524	305633	PARTS FOR SHOP-HPD
002060	ADVANCE AUTO PARTS	5604430974088	2500549	2025 2	INV	P	1,337.05	111524	305633	PARTS FOR UNIT# 173
002060	ADVANCE AUTO PARTS	5604431174137	2500632	2025 2	INV	P	911.95	111524	305633	PARTS FOR SHOP STOC

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
							4,577.10			
002160	AT&T MOBILITY	287308925627X110524	0	2025 2	INV	P	4,224.40	111524	305644	MB2016-287/WIRELESS
002383	C D W GOVERNMENT	AB5FI2J	2500696	2025 2	INV	P	377.36	111524	305656	EQUIPMENT FOR UNIT#
003742	N & H ELECTRONIC DIS	25462	2500548	2025 2	INV	P	109.22	111524	305759	PARTS FOR SHOP-HPD
003915	PINE BELT CDJR, INC	95566	2500637	2025 2	INV	P	88.00	111524	305775	PART FOR UNIT# 200
004017	REGIONS CARDHOLDER S	5548-10/31/24	0	2025 2	INV	P	299.00	111524	305788	5548-10/31/24 REGIO
047257	L & K EQUIPMENT	737	2500495	2025 2	INV	P	735.00	111524	305724	CABLES FOR SHOP-HPD
048827	CARQUEST	14758-42431	2500643	2025 2	INV	P	361.92	111524	305663	PARTS FOR UNIT# 197
050673	STERLING PETROLEUM	111106	2500426	2025 2	INV	P	1,826.70	111524	305809	OIL FOR SHOP-HPD
				ACCOUNT TOTAL			12,598.70			
001100	599000			OTHER REPAIR/MAINT. SPL.						
003681	MS FIRE & SAFETY OF	87047	0	2025 2	INV	P	129.00	111524	305744	SERVICE AND CERTIFI
				ACCOUNT TOTAL			129.00			
001100	603000			VETERINARIAN						
003106	HOLLAND VETERINARY H	77482	0	2025 1	INV	P	264.50	111524	305704	VET VISIT FOR BELLE
003106	HOLLAND VETERINARY H	77522	0	2025 2	INV	P	299.38	111524	305704	VET VISIT FOR BELLE
003106	HOLLAND VETERINARY H	77626	0	2025 2	INV	P	122.91	111524	305704	VET VISIT FOR BELLE
							686.79			
				ACCOUNT TOTAL			686.79			
001100	604900			OTHER PROFESSIONAL SERV.						
002471	CINTAS CORPORATION #	4200806738	0	2025 1	INV	P	60.98	111524	305667	MAT RENTALS FOR PUB
002471	CINTAS CORPORATION #	4206575761	0	2025 1	INV	P	60.98	111524	305667	MAT RENTAL FOR PUBL
002471	CINTAS CORPORATION #	4210165375	0	2025 2	INV	P	151.96	111524	305666	MAT RENTALS FOR PUB
002471	CINTAS CORPORATION #	4210890005	0	2025 2	INV	P	60.98	111524	305667	MAT RENTALS FOR PUB
							334.90			
002750	EQUIFAX INFORMATION	2062541250	0	2025 2	INV	P	206.70	111524	305690	ONLINE INVESTIGATIO
004008	RAYNER, JACK	111133	0	2025 2	INV	P	4,800.00	111524	305787	POLYGRAPH FOR RECRU
004453	TRANSUNION RISK AND	362606-202410-1	0	2025 2	INV	P	75.00	111524	305814	ONLINE INVESTIGATIO
047187	FOUR SEASONS LAWN	19696	0	2025 2	INV	P	2,576.50	111524	305694	LAWN MAINTENANCE FO
049426	ENMON ENTERPRISES	SEM10240148	0	2025 2	INV	P	2,889.00	111524	305688	FILE# 2023-951 2400

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
049426	ENMON ENTERPRISES	SEM11240128	0	2025 2	INV	P	2,889.00	111524	305688	FILE# 2023-951 2400
							5,778.00			
050000	KIDS HUB	2024-2025	0	2025 2	INV	P	10,000.00	111524	305722	MB#2022-72BUDGET AL
				ACCOUNT TOTAL			23,771.10			
001100	606000			TELEPHONE AND TELEGRAPH						
002158	AT&T	0563152379001 10/24	0	2025 2	INV	P	48.90	111524	305641	POLICE DISPATCH LON
002158	AT&T	L2024 10.28.24	0	2025 2	INV	P	202.00	111524	305640	AT&T-DEPT OF PUB SA
002158	AT&T	M3182220010593 10/24	0	2025 2	INV	P	413.50	111524	305642	POLICE
							664.40			
002160	AT&T MOBILITY	287273578351x110824	0	2025 2	INV	P	611.08	111524	305644	MB#2016-287/WIRELES
002160	AT&T MOBILITY	287289913717X110524	0	2025 2	INV	P	8,361.04	111524	305644	MB2016-287/WIRELESS
002160	AT&T MOBILITY	287290252011X110524	0	2025 2	INV	P	28.48	111524	305644	MB2016-287/WIRELESS
							9,000.60			
				ACCOUNT TOTAL			9,665.00			
001100	611000			TRAVEL EXPENSE						
004017	REGIONS CARDHOLDER S	2080-10/31/24	0	2025 2	INV	P	5,027.96	111524	305788	2080-10/31/24 REGIO
				ACCOUNT TOTAL			5,027.96			
001100	612000			FREIGHT						
004495	ULINE	181688703A	0	2025 1	INV	P	169.91	111524	305817	PO# 2404559 SHIPPIN
				ACCOUNT TOTAL			169.91			
001100	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2024-6 NOV	0	2025 2	INV	P	12,482.50	111524	305747	MISSISSIPPI POWER-V
				ACCOUNT TOTAL			12,482.50			
001100	635000			BUILDING R&M						
003916	PINE BELT INDUSTRIAL	1243753102	2404665	2025 2	INV	P	44.32	111524	305776	FORD BUILDING A/C R
003938	PLUM CREEK ENVIRONME	16271	0	2025 2	INV	P	2,800.00	111524	305778	2403893 DUMPSTER FO
				ACCOUNT TOTAL			2,844.32			
001100	636500			OFFICE EQUIPMENT R&M						
004017	REGIONS CARDHOLDER S	5548-10/31/24	0	2025 2	INV	P	213.99	111524	305788	5548-10/31/24 REGIO
				ACCOUNT TOTAL			213.99			
001100	638400			MOTOR VEHICLE EQ. R&M						
003861	PATTERSON AUTO ELECT	82558	2500689	2025 2	INV	P	1,306.25	111524	305769	REPAIRS TO UNIT#197

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
003861	PATTERSON AUTO ELECT	82591	2500691	2025 2	INV	P	278.00	111524	305769	REPAIR TO UNIT# 166
003861	PATTERSON AUTO ELECT	82592	2500690	2025 2	INV	P	556.47	111524	305769	REPAIR TO UNIT#1711
							2,140.72			
				ACCOUNT TOTAL			2,140.72			
001100 639400				DISINFECT./EXTERMINATION						
003040	HAVARD PEST CONTROL	2364569	0	2025 1	INV	P	125.00	111524	305702	HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	2364570	0	2025 1	INV	P	40.00	111524	305703	HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	2364606	0	2025 1	INV	P	48.00	111524	305703	HAVARD PEST CONTROL
							213.00			
				ACCOUNT TOTAL			213.00			
001100 639800				TOW IN CHARGES						
003389	LARRY'S WRECKER SERV	13312	0	2025 2	INV	P	70.00	111524	305726	TOWING OF UNIT# 204
003389	LARRY'S WRECKER SERV	13316	0	2025 2	INV	P	70.00	111524	305726	TOWING OF UNIT# 173
003389	LARRY'S WRECKER SERV	13321	0	2025 2	INV	P	70.00	111524	305726	TOWING OF UNIT# 197
							210.00			
				ACCOUNT TOTAL			210.00			
001100 641000				OFFICE EQUIPMENT RENT						
004446	TOSHIBA BUSINESS SOL	5710765	0	2025 2	INV	P	144.84	111524	305813	FILE # 2022-514 COP
				ACCOUNT TOTAL			144.84			
001100 684000				DUES AND MEMBERSHIPS						
003757	NATL ORG OF BLACK LA	12648	0	2025 2	INV	P	175.00	111524	305760	MEMBERSHIP DUES FOR
003757	NATL ORG OF BLACK LA	28679	0	2025 2	INV	P	125.00	111524	305760	MEMBERSHIP DUES FOR
							300.00			
				ACCOUNT TOTAL			300.00			
001100 684500				REGISTRATION FEE/TUITION						
004017	REGIONS CARDHOLDER S	2080-10/31/24	0	2025 2	INV	P	2,025.00	111524	305788	2080-10/31/24 REGIO
				ACCOUNT TOTAL			2,025.00			
001100 684700				CONTINUING EDUCATION						
004513	UNIVERSITY OF SOUTHE	FALL 24 TUITION/USM	0	2025 2	INV	P	1,191.00	111524	305819	FALL 24 TUITION-USM
				ACCOUNT TOTAL			1,191.00			
001100 739900				OTHER EQUIPMENT						
002120	ANDERSON RETAIL INC	183979	2403380	2025 2	INV	P	14,228.40	111524	305637	BUNKS & MATRESS -HP
004495	ULINE	181688703	2404559	2025 1	INV	P	1,480.00	111524	305817	SHREDDER FOR RECORD

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL			15,708.40			
				ORG 001100 TOTAL			102,796.61			
001131			JOINT P&F TRNG.							
001131	501000			OTHER EXPENDABLE OFF.SPL						
003810	OFFICE PRODUCTS PLUS	1073879-0	2500497	2025 1	INV	P	52.13	111524	305765	OFFICE SUPPLIES
003810	OFFICE PRODUCTS PLUS	1073879-1	2500497	2025 2	INV	P	41.40	111524	305765	OFFICE SUPPLIES
							93.53			
004017	REGIONS CARDHOLDER S	4341-10/31/24	0	2025 2	INV	P	33.33	111524	305788	4341-10/31/24 REGIO
004017	REGIONS CARDHOLDER S	5548-10/31/24	0	2025 2	INV	P	437.68	111524	305788	5548-10/31/24 REGIO
							471.01			
				ACCOUNT TOTAL			564.54			
001131	507100			BOOKS-FIRE						
004017	REGIONS CARDHOLDER S	4341-10/31/24	0	2025 2	INV	P	1,000.70	111524	305788	4341-10/31/24 REGIO
				ACCOUNT TOTAL			1,000.70			
001131	508000			COMPUTER SUPPLIES						
004057	RJ YOUNG COMPANY	INV7197208	0	2025 1	INV	P	257.51	111524	305789	RJ YOUNG ACADEMY PR
				ACCOUNT TOTAL			257.51			
001131	535500			WEARING APPAREL						
002879	GALL'S LLC	029485577	2500446	2025 1	INV	P	323.98	111524	305695	TRAINING OFFICER HA
				ACCOUNT TOTAL			323.98			
001131	559000			OTHER OPERATING MATL/SPLY						
003963	PRECISION DELTA CORP	30795	2402997	2025 2	INV	P	1,171.20	111524	305782	AMMUNITION
				ACCOUNT TOTAL			1,171.20			
001131	559100			OTHER OPER.MATLS-FULL R						
003296	JUST SEW SOUTHERN	000084	0	2025 1	INV	P	45.00	111524	305720	HFD GUIDE POLE FLAG
003296	JUST SEW SOUTHERN	000085	0	2025 2	INV	P	170.00	111524	305720	HPD RECRUIT GUIDON
003296	JUST SEW SOUTHERN	767287	0	2025 1	INV	P	53.00	111524	305720	RECRUIT CLASS BLUE
							268.00			
				ACCOUNT TOTAL			268.00			
001131	612000			FREIGHT						
002879	GALL'S LLC	029485577	2500446	2025 1	INV	P	24.99	111524	305695	TRAINING OFFICER HA
004017	REGIONS CARDHOLDER S	4341-10/31/24	0	2025 2	INV	P	97.66	111524	305788	4341-10/31/24 REGIO

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL		122.65			
001131	630000			GAS						
004321	SPIRE	G2024-11.4	0	2025 2	INV	P	156.89	111524	305806	SPIRE-11.04
					ACCOUNT TOTAL		156.89			
001131	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2024-6 NOV	0	2025 2	INV	P	6.62	111524	305747	MISSISSIPPI POWER-V
					ACCOUNT TOTAL		6.62			
001131	639400			DISINFECT./EXTERMINATION						
003040	HAVARD PEST CONTROL	2364578	0	2025 1	INV	P	50.00	111524	305702	HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	2364580	0	2025 1	INV	P	50.00	111524	305702	HAVARD PEST CONTROL
							100.00			
					ACCOUNT TOTAL		100.00			
001131	644900			OTHER RENT						
004682	WOOLWINE LLC DBA DEA	28378	0	2025 2	INV	P	210.83	111524	305827	VAN RENTAL TO TRAVE
					ACCOUNT TOTAL		210.83			
					ORG 001131 TOTAL		4,182.92			
001160				FIRE DIVISION						
001160	546000			MINOR EQUIPMENT						
049645	DELTA FIRE & SAFETY	INVTX23-7584	2500287	2025 1	INV	P	629.00	111524	305683	HFD MISC TOOLS FOR
049645	DELTA FIRE & SAFETY	INVTX23-7741	2500287	2025 1	INV	P	310.00	111524	305683	HFD MISC TOOLS FOR
							939.00			
					ACCOUNT TOTAL		939.00			
001160	570000			MTR VEHICLE REP. PTS/SPL						
002160	AT&T MOBILITY	287308925627X110524	0	2025 2	INV	P	354.00	111524	305644	MB2016-287/WIRELESS
					ACCOUNT TOTAL		354.00			
001160	604900			OTHER PROFESSIONAL SERV.						
003653	MORRIS AND MCDANIEL,	24.471	0	2025 1	INV	P	25,000.00	111524	305739	HFD PROMOTIONAL TES
					ACCOUNT TOTAL		25,000.00			
001160	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351x110824	0	2025 2	INV	P	59.79	111524	305644	MB#2016-287/WIRELES
002160	AT&T MOBILITY	287290217384X110524	0	2025 2	INV	P	1,507.80	111524	305644	MB2016-287/WIRELESS
							1,567.59			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
							ACCOUNT TOTAL 1,567.59			
001160	612000			FREIGHT						
049645	DELTA FIRE & SAFETY	INVTX23-7584	2500287	2025 1	INV	P	20.00	111524	305683	HFD MISC TOOLS FOR
049645	DELTA FIRE & SAFETY	INVTX23-7741	2500287	2025 1	INV	P	22.00	111524	305683	HFD MISC TOOLS FOR
							42.00			
							ACCOUNT TOTAL 42.00			
001160	630000			GAS						
004321	SPIRE	G2024 OCT 25	0	2025 2	INV	P	128.48	111524	305806	SPIRE-VARIOUS DEPTS
004321	SPIRE	G2024-11.4	0	2025 2	INV	P	86.52	111524	305806	SPIRE-11.04
							215.00			
							ACCOUNT TOTAL 215.00			
001160	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2024-6 NOV	0	2025 2	INV	P	2,947.19	111524	305747	MISSISSIPPI POWER-V
003873	PEARL RIVER VALLEY E	2024 10.24.24	0	2025 2	INV	P	644.54	111524	305771	PEARL RIVER VALLEY-
004282	SOUTHERN PINE ELECTR	E2024-10.16.24B	0	2025 1	INV	P	135.03	111524	305803	SOUTHERN PINE ELECT
004282	SOUTHERN PINE ELECTR	E2024-11.04	0	2025 2	INV	P	1,284.37	111524	305804	SOUTHERN PINE ELECT
							1,419.40			
							ACCOUNT TOTAL 5,011.13			
001160	639400			DISINFECT./EXTERMINATION						
003040	HAVARD PEST CONTROL	2364571	0	2025 1	INV	P	50.00	111524	305702	HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	2364573	0	2025 1	INV	P	48.00	111524	305702	HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	2364574	0	2025 1	INV	P	48.00	111524	305702	HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	2364575	0	2025 1	INV	P	48.00	111524	305703	HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	2364576	0	2025 1	INV	P	48.00	111524	305702	HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	2364593	0	2025 1	INV	P	48.00	111524	305703	HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	2367068	0	2025 1	INV	P	48.00	111524	305702	HAVARD PEST CONTROL
							338.00			
							ACCOUNT TOTAL 338.00			
001160	639800			TOW IN CHARGES						
003253	JOHNNY'S WRECKER SER	47098	0	2025 1	INV	P	400.00	111524	305718	HFD ENGINE 5 UNIT #
							ACCOUNT TOTAL 400.00			
001160	684700			CONTINUING EDUCATION						
004513	UNIVERSITY OF SOUTHE	FALL 24 TUITION/USM	0	2025 2	INV	P	1,191.00	111524	305819	FALL 24 TUITION-USM

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL			1,191.00			
				ORG 001160 TOTAL			35,057.72			
001180			LAND DEVEL.ADM.							
001180	500300			PAPER						
004328	STAPLES	6016540886	2500639	2025 2	INV	P	289.39	111524	305808	OFFICE SUPPLIES - N
				ACCOUNT TOTAL			289.39			
001180	501000			OTHER EXPENDABLE OFF.SPL						
004017	REGIONS CARDHOLDER S	5548-10/31/24	0	2025 2	INV	P	67.20	111524	305788	5548-10/31/24 REGIO
004017	REGIONS CARDHOLDER S	6566-10/31/24	0	2025 2	INV	P	102.87	111524	305788	6566-10/31/24 REGIO
							170.07			
004328	STAPLES	6016540886	2500639	2025 2	INV	P	130.15	111524	305808	OFFICE SUPPLIES - N
				ACCOUNT TOTAL			300.22			
001180	505000			SUBSCRIPTIONS,MAGS,MAPS						
004017	REGIONS CARDHOLDER S	5548-10/31/24	0	2025 2	INV	P	960.00	111524	305788	5548-10/31/24 REGIO
				ACCOUNT TOTAL			960.00			
001180	507000			BOOKS						
004017	REGIONS CARDHOLDER S	2080-10/31/24	0	2025 2	INV	P	110.00	111524	305788	2080-10/31/24 REGIO
				ACCOUNT TOTAL			110.00			
001180	535500			WEARING APPAREL						
003216	J M H GRAPHICS	44235	2500352	2025 2	INV	P	1,078.18	111524	305712	APPAREL ORDER - OCT
				ACCOUNT TOTAL			1,078.18			
001180	570000			MTR VEHICLE REP. PTS/SPL						
002160	AT&T MOBILITY	287308925627X110524	0	2025 2	INV	P	283.20	111524	305644	MB2016-287/WIRELESS
				ACCOUNT TOTAL			283.20			
001180	601300			DEMOLITION						
003718	MSP ENTERPRISES, LLC	110424-0	0	2025 2	INV	P	10,638.12	111524	305758	DEMO - 208 N TIPTON
				ACCOUNT TOTAL			10,638.12			
001180	601800			LOT CLEARING						
004417	TERRY'S BACKHOE AND	1028	0	2025 2	INV	P	248.75	111524	305811	LOT CLEARING - 112
004417	TERRY'S BACKHOE AND	1038	0	2025 2	INV	P	2,236.90	111524	305811	LOT CLEARING - 814
004417	TERRY'S BACKHOE AND	1039	0	2025 2	INV	P	230.00	111524	305811	LOT CLEARING - 815
004417	TERRY'S BACKHOE AND	1040	0	2025 2	INV	P	230.00	111524	305811	LOT CLEARING - 706
004417	TERRY'S BACKHOE AND	1041	0	2025 2	INV	P	230.00	111524	305811	LOT CLEARING - 710
004417	TERRY'S BACKHOE AND	1042	0	2025 2	INV	P	230.00	111524	305811	LOT CLEARING - 712

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
							3,405.65			
				ACCOUNT TOTAL			3,405.65			
001180	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351x110824	0	2025	2	INV P	927.22	111524	305644	MB#2016-287/WIRELES
002160	AT&T MOBILITY	287290252011X110524	0	2025	2	INV P	697.75	111524	305644	MB2016-287/WIRELESS
							1,624.97			
				ACCOUNT TOTAL			1,624.97			
001180	611000			TRAVEL EXPENSE						
004017	REGIONS CARDHOLDER S	6566-10/31/24	0	2025	2	INV P	1,485.49	111524	305788	6566-10/31/24 REGIO
				ACCOUNT TOTAL			1,485.49			
001180	638400			MOTOR VEHICLE EQ. R&M						
002815	FIRESTONE COMPLETE A	280695	2500574	2025	2	INV P	424.99	111524	305693	IGNITION REPAIR - U
004514	UNIVERSITY TIRE & SE	INV245133	2500634	2025	2	INV P	83.28	111524	305820	TIRE REPAIR AND OIL
				ACCOUNT TOTAL			508.27			
001180	684500			REGISTRATION FEE/TUITION						
004017	REGIONS CARDHOLDER S	6566-10/31/24	0	2025	2	INV P	2,815.00	111524	305788	6566-10/31/24 REGIO
				ACCOUNT TOTAL			2,815.00			
				ORG 001180 TOTAL			23,498.49			
001191			TRAFFIC MAINT.							
001191	511000			HOUSEHOLD SUPPLIES						
050811	IMPERIAL DADE	35778711	2500393	2025	2	INV P	115.96	111524	305708	TISSUE
				ACCOUNT TOTAL			115.96			
001191	559000			OTHER OPERATING MATL/SPLY						
002795	FASTENAL COMPANY	MSHAT243575	2500478	2025	2	INV P	634.25	111524	305692	NUTS & BOLTS
				ACCOUNT TOTAL			634.25			
001191	570000			MTR VEHICLE REP. PTS/SPL						
002160	AT&T MOBILITY	287308925627X110524	0	2025	2	INV P	165.20	111524	305644	MB2016-287/WIRELESS
				ACCOUNT TOTAL			165.20			
001191	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351x110824	0	2025	2	INV P	170.37	111524	305644	MB#2016-287/WIRELES
				ACCOUNT TOTAL			170.37			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001191	630500						ELECTRICITY			
003700	MS POWER COMPANY	E2024-6 NOV	0	2025 2	INV	P	1,328.06	111524	305747	MISSISSIPPI POWER-V
							ACCOUNT TOTAL 1,328.06			
001191	639400						DISINFECT./EXTERMINATION			
003040	HAVARD PEST CONTROL	2364588	0	2025 1	INV	P	45.00	111524	305703	HAVARD PEST CONTROL
							ACCOUNT TOTAL 45.00			
001191	643000						UNIFORM RENT			
002471	CINTAS CORPORATION #	4210299613	0	2025 2	INV	P	25.00	111524	305668	TRAFFIC UNIFORM SC/
002471	CINTAS CORPORATION #	4211022826	0	2025 2	INV	P	25.00	111524	305668	TRAFFIC UNIFORM S
							50.00			
							ACCOUNT TOTAL 50.00			
001191	643500						MOP-MAT-RAG RENT			
002471	CINTAS CORPORATION #	4210299326	0	2025 2	INV	P	8.56	111524	305668	TRAFFIC MATS SC/ 82
002471	CINTAS CORPORATION #	4211022581	0	2025 2	INV	P	8.56	111524	305668	TRAFFIC MATS SC/820
							17.12			
							ACCOUNT TOTAL 17.12			
							ORG 001191 TOTAL 2,525.96			
001201			STREET DIV.							
001201	501000						OTHER EXPENDABLE OFF.SPL			
004017	REGIONS CARDHOLDER S	5548-10/31/24	0	2025 2	INV	P	238.41	111524	305788	5548-10/31/24 REGIO
							ACCOUNT TOTAL 238.41			
001201	540000						ASPHALT & ASPHALT PROD.			
004586	WARREN PAVING INC	99054	2500135	2025 2	INV	P	277.14	111524	305822	ASPHALT/VARIOUS LOC
004586	WARREN PAVING INC	99292	2500135	2025 2	INV	P	421.29	111524	305822	ASPHALT/VARIOUS LOC
004586	WARREN PAVING INC	99375	2500135	2025 2	INV	P	259.47	111524	305822	ASPHALT/VARIOUS LOC
004586	WARREN PAVING INC	99436	2500135	2025 2	INV	P	126.48	111524	305822	ASPHALT/VARIOUS LOC
004586	WARREN PAVING INC	99511	2500135	2025 2	INV	P	98.58	111524	305822	ASPHALT/VARIOUS LOC
004586	WARREN PAVING INC	99666	2500135	2025 2	INV	P	149.73	111524	305822	ASPHALT/VARIOUS LOC
004586	WARREN PAVING INC	99680	2500135	2025 2	INV	P	231.57	111524	305822	ASPHALT/VARIOUS LOC
							1,564.26			
							ACCOUNT TOTAL 1,564.26			
001201	559000						OTHER OPERATING MATL/SPLY			
002471	CINTAS CORPORATION #	4210299609	0	2025 2	INV	P	18.60	111524	305668	HAND SANITIZER, SAN
002471	CINTAS CORPORATION #	4211022854	0	2025 2	INV	P	18.60	111524	305668	HAND SANITIZER & SA
002471	CINTAS CORPORATION #	4211022894	0	2025 2	INV	P	23.13	111524	305668	MAT RENTALS S/C 82

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
							60.33			
004634	WHEELER'S JANITORIAL	1637587	2500505	2025 2	INV	P	155.00	111524	305826	TISSUE
				ACCOUNT TOTAL			215.33			
001201	570000			MTR VEHICLE REP. PTS/SPL						
002160	AT&T MOBILITY	287308925627X110524	0	2025 2	INV	P	354.00	111524	305644	MB2016-287/WIRELESS
004514	UNIVERSITY TIRE & SE	INV244670	2500503	2025 2	INV	P	159.00	111524	305820	TIRE UNIT #21724 SC
				ACCOUNT TOTAL			513.00			
001201	604900			OTHER PROFESSIONAL SERV.						
048836	PAYTON, RAY A.	418	0	2025 1	INV	P	2,300.00	111524	305770	WKLY BASIC CUT WC P
048836	PAYTON, RAY A.	426	0	2025 2	INV	P	2,300.00	111524	305770	WEEKLY MAINTENANCE-
							4,600.00			
048966	MARTINEZ DAVID J	157	0	2025 2	INV	P	1,000.00	111524	305733	WEEKLY MAINTENANCE-
048966	MARTINEZ DAVID J	158	0	2025 2	INV	P	1,400.00	111524	305733	WEEKLY MAINTENANCE/
048966	MARTINEZ DAVID J	159	0	2025 2	INV	P	5,000.00	111524	305733	WEEKLY MAINTENANCE-
							7,400.00			
				ACCOUNT TOTAL			12,000.00			
001201	638400			MOTOR VEHICLE EQ. R&M						
002569	COVINGTON SALES & SE	100789	2500130	2025 2	INV	P	8,578.64	111524	305679	SEE QUOTE 16802/ON
				ACCOUNT TOTAL			8,578.64			
001201	638700			AGRICULTURAL EQ. R&M						
003615	JOHN DEERE FINANCIAL	W91830	2500650	2025 2	INV	P	482.89	111524	305717	REPAIRS/UNIT 21691
				ACCOUNT TOTAL			482.89			
001201	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4210299459	0	2025 2	INV	P	47.36	111524	305667	UNIFORM RENTALS SC/
002471	CINTAS CORPORATION #	4210299532	0	2025 2	INV	P	25.00	111524	305668	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4210299611	0	2025 2	INV	P	42.72	111524	305667	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4210299627	0	2025 2	INV	P	23.13	111524	305668	MAT RENTALS SC 8200
002471	CINTAS CORPORATION #	4210299732	0	2025 2	INV	P	100.61	111524	305666	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4211022659	0	2025 2	INV	P	110.22	111524	305666	UNIVORM RENTALS/SC
002471	CINTAS CORPORATION #	4211022693	0	2025 2	INV	P	25.00	111524	305668	UNIFORM RENTALS S/C
002471	CINTAS CORPORATION #	4211022820	0	2025 2	INV	P	285.13	111524	305666	UNIFORM RENTALS S/C
002471	CINTAS CORPORATION #	4211022839	0	2025 2	INV	P	42.72	111524	305667	UNIFORM RENTALS S/C
							701.89			
				ACCOUNT TOTAL			701.89			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ORG 001201 TOTAL			24,294.42			
001202		STREET LIGHTS								
001202 630500				ELECTRICITY						
003700	MS POWER COMPANY	E2024 NOV 1	0	2025 2	INV	P	51.38	111524	305751	MISSISSIPPI POWER-2
003700	MS POWER COMPANY	E2024 NOV 4	0	2025 2	INV	P	105.76	111524	305752	MISSISSIPPI POWER-2
003700	MS POWER COMPANY	E2024 OCT 29	0	2025 2	INV	P	216.76	111524	305749	MS POWER COMPANY- V
003700	MS POWER COMPANY	E2024-11.04	0	2025 2	INV	P	107.76	111524	305755	MISSISSIPPI POWER-8
003700	MS POWER COMPANY	E2024-11.04C	0	2025 2	INV	P	100.26	111524	305756	MISSISSIPPI POWER-1
003700	MS POWER COMPANY	E2024-25 OCT	0	2025 2	INV	P	98.40	111524	305748	MISSISSIPPI POWER-1
003700	MS POWER COMPANY	E2024-30 OCT	0	2025 2	INV	P	132.39	111524	305750	MISSISSIPPI POWER-6
003700	MS POWER COMPANY	E2024-6 NIV	0	2025 2	INV	P	101.36	111524	305754	MISSISSIPPI POWER-9
003700	MS POWER COMPANY	E2024-6 NOV	0	2025 2	INV	P	102,925.60	111524	305747	MISSISSIPPI POWER-V
							103,839.67			
003873	PEARL RIVER VALLEY E	2024 10.24.24	0	2025 2	INV	P	62.01	111524	305771	PEARL RIVER VALLEY-
003873	PEARL RIVER VALLEY E	2024 10.28.24	0	2025 2	INV	P	51.29	111524	305771	PEARL RIVER VALLEY-
003873	PEARL RIVER VALLEY E	2024-10.25	0	2025 2	INV	P	1,003.02	111524	305771	PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY E	2024-10/24B	0	2025 2	INV	P	1,548.32	111524	305771	PEARL RIVER VALLEY-
							2,664.64			
004282	SOUTHERN PINE ELECTR	E2024-11.04	0	2025 2	INV	P	2,073.86	111524	305804	SOUTHERN PINE ELECT
				ACCOUNT TOTAL			108,578.17			
				ORG 001202 TOTAL			108,578.17			
001203		ENGR/PUBLIC SER								
001203 501000				OTHER EXPENDABLE OFF.SPL						
004017	REGIONS CARDHOLDER S	5548-10/31/24	0	2025 2	INV	P	513.45	111524	305788	5548-10/31/24 REGIO
004017	REGIONS CARDHOLDER S	6566-10/31/24	0	2025 2	INV	P	109.10	111524	305788	6566-10/31/24 REGIO
							622.55			
				ACCOUNT TOTAL			622.55			
001203 570000				MTR VEHICLE REP. PTS/SPL						
002160	AT&T MOBILITY	287308925627X110524	0	2025 2	INV	P	165.20	111524	305644	MB2016-287/WIRELESS
				ACCOUNT TOTAL			165.20			
001203 601500				ENGINEERING						
003764	NEEL-SCHAFFER INC	1100252-1101141	0	2025 2	INV	P	10,000.00	111524	305761	MB 2021-373 MS4 PRO
004197	SHOWS DEARMAN & WAIT	24446	0	2025 2	INV	P	1,170.00	111524	305794	MB 2012-1/34 EPA RE
004197	SHOWS DEARMAN & WAIT	24461	0	2025 2	INV	P	17,572.50	111524	305794	MB 2012-1/34 20 AC
004197	SHOWS DEARMAN & WAIT	24462	0	2025 2	INV	P	362.50	111524	305794	MB 2012-1/34 SURVEY
004197	SHOWS DEARMAN & WAIT	24474	0	2025 2	INV	P	3,910.50	111524	305794	MB 2024-576 FIRE HY

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
							23,015.50			
				ACCOUNT TOTAL			33,015.50			
001203	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351x110824	0	2025	2	INV P	118.18	111524	305644	MB#2016-287/WIRELES
002160	AT&T MOBILITY	287289913717X110524	0	2025	2	INV P	140.33	111524	305644	MB2016-287/WIRELESS
002160	AT&T MOBILITY	287290252011X110524	0	2025	2	INV P	80.46	111524	305644	MB2016-287/WIRELESS
							338.97			
				ACCOUNT TOTAL			338.97			
001203	630000			GAS						
004321	SPIRE	G2024-11.4	0	2025	2	INV P	28.35	111524	305806	SPIRE-11.04
				ACCOUNT TOTAL			28.35			
001203	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2024-6 NOV	0	2025	2	INV P	830.38	111524	305747	MISSISSIPPI POWER-V
				ACCOUNT TOTAL			830.38			
001203	639400			DISINFECT./EXTERMINATION						
003040	HAVARD PEST CONTROL	2364587	0	2025	1	INV P	55.00	111524	305702	HAVARD PEST CONTROL
				ACCOUNT TOTAL			55.00			
001203	684500			REGISTRATION FEE/TUITION						
004017	REGIONS CARDHOLDER S	1286-10/31/24	0	2025	2	INV P	225.00	111524	305788	1286-10/31/24 REGIO
				ACCOUNT TOTAL			225.00			
001203	699900			SERVICES NOT SPECIFIED						
048682	JOE AULTMAN	A980	2404848	2025	2	INV P	2,500.00	111524	305715	INTERSECTION OF WIL
				ACCOUNT TOTAL			2,500.00			
				ORG 001203 TOTAL			37,780.95			
001204				SHOP DIVISION						
001204	545000			HAND TOOLS						
048827	CARQUEST	14758-42440	2500645	2025	2	INV P	166.99	111524	305663	GREASE GUN/PW SHOP
				ACCOUNT TOTAL			166.99			
001204	559000			OTHER OPERATING MATL/SPLY						
003772	NEWELL PAPER COMPANY	35878917	2500523	2025	2	INV P	543.34	111524	305762	OIL DRI ABSORBENT/P
048827	CARQUEST	14758-42314	2500559	2025	2	INV P	24.69	111524	305663	POWDER FREE /XL/PW

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL		568.03			
001204	560500			ELECTRICAL SUPPLIES						
004256	SOLAR SUPPLY INC	3484654	2500568	2025 2	INV	P	73.06	111524	305799	A/C FILTERS & THERM
					ACCOUNT TOTAL		73.06			
001204	570000			MTR VEHICLE REP. PTS/SPL						
002060	ADVANCE AUTO PARTS	5604431774207	2500705	2025 2	INV	P	168.83	111524	305633	BATTERY FOR UNIT#21
048827	CARQUEST	14758-42160	2500501	2025 1	INV	P	83.12	111524	305663	HEADLAMP AND HARNES
					ACCOUNT TOTAL		251.95			
001204	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2024-6 NOV	0	2025 2	INV	P	423.75	111524	305747	MISSISSIPPI POWER-V
					ACCOUNT TOTAL		423.75			
001204	642500			CYLINDER RENT						
002071	AIRGAS USA LLC (NORD	5511772183	0	2025 2	INV	P	601.39	111524	305634	CYLINDER RENTAL/PW
					ACCOUNT TOTAL		601.39			
001204	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4210299515	0	2025 2	INV	P	135.27	111524	305666	UNIFORM RENTAL/CONS
002471	CINTAS CORPORATION #	4210299576	0	2025 2	INV	P	46.14	111524	305667	UNIFORM RENTAL/PW S
002471	CINTAS CORPORATION #	4211022765	0	2025 2	INV	P	77.85	111524	305667	UNIFORM RENTAL/PW S
							259.26			
					ACCOUNT TOTAL		259.26			
				ORG 001204	TOTAL		2,344.43			
001205			G O & F S DIV.							
001205	604900			OTHER PROFESSIONAL SERV.						
003186	INSTALLATION PLUS	1717	0	2025 2	INV	P	150.00	111524	305709	MONTHLY INSPECTION/
051159	INTEVACON FLEET CARD	9300608	0	2025 2	INV	P	250.00	111524	305711	MONTHLY ACCESS FEE/
					ACCOUNT TOTAL		400.00			
001205	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2024-6 NOV	0	2025 2	INV	P	75.73	111524	305747	MISSISSIPPI POWER-V
					ACCOUNT TOTAL		75.73			
001205	639400			DISINFECT./EXTERMINATION						
003040	HAVARD PEST CONTROL	2364592	0	2025 1	INV	P	250.00	111524	305702	HAVARD PEST CONTROL
					ACCOUNT TOTAL		250.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ORG 001205 TOTAL			725.73			
001206		DRAINAGE DIV.								
001206 606000				TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287290252011X110524	0	2025 2	INV	P	504.97	111524	305644	MB2016-287/WIRELESS
				ACCOUNT TOTAL			504.97			
001206 721501				FACILITIES IMPROVEMENT						
003118	HOMESTEAD DIRT WORKS	1262	2500060	2025 2	INV	P	5,250.00	111524	305705	2 QUOTE FILE#2024-4
				ACCOUNT TOTAL			5,250.00			
001206 729500				OTHER IMPROVEMENTS						
004058	RJM MCQUEEN CONTRACT	3094	0	2025 2	INV	P	37,680.52	111524	305790	MB 2024-551 1703 3R
004058	RJM MCQUEEN CONTRACT	3095	0	2025 2	INV	P	14,630.00	111524	305790	MB 2024-551 FAIR LA
004058	RJM MCQUEEN CONTRACT	3101	0	2025 2	INV	P	19,125.00	111524	305790	MB 2024-551 HWY 98
							71,435.52			
004197	SHOWS DEARMAN & WAIT	24452	0	2025 2	INV	P	775.00	111524	305794	MB 2012-1/34 DRAINA
004197	SHOWS DEARMAN & WAIT	24456	0	2025 2	INV	P	63,715.00	111524	305794	MB 2012-1/34 DRAINA
004197	SHOWS DEARMAN & WAIT	24459	0	2025 2	INV	P	405.00	111524	305794	MB 2012-1/34 706 S
004197	SHOWS DEARMAN & WAIT	24460	0	2025 2	INV	P	310.00	111524	305794	MB 2012-1/34 N 28TH
							65,205.00			
				ACCOUNT TOTAL			136,640.52			
				ORG 001206 TOTAL			142,395.49			
001207		CONSTRUCTION								
001207 559000				OTHER OPERATING MATL/SPLY						
002215	BATTERIES PLUS BULBS	P76933665	2500342	2025 2	INV	P	197.96	111524	305646	BATTERIES FOR CONST
002714	ECONOMY SUPPLY CO	133918	2500659	2025 2	INV	P	17.00	111524	305684	QUICK CRETE/CONST
002714	ECONOMY SUPPLY CO	133919	2500620	2025 2	INV	P	142.90	111524	305684	SUPPLIES FOR TOOL
							159.90			
003543	MCELHANEY PLUMBING I	306816	2500514	2025 1	INV	P	12.75	111524	305734	MATERIAL FOR CARPEN
003987	PUCKETT RENTS	1074245-0001	2500212	2025 2	INV	P	1,112.50	111524	305784	DIESEL STRAIGHT BOO
				ACCOUNT TOTAL			1,483.11			
001207 560500				ELECTRICAL SUPPLIES						
002883	GARNER LUMLEY ELECTR	614157	2500601	2025 2	INV	P	145.00	111524	305696	LIGHT BULBS/CONST D
002883	GARNER LUMLEY ELECTR	614380	2500708	2025 2	INV	P	112.50	111524	305696	CABLE TIE/CHRISTMAS
							257.50			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002901	GILKEY ELECTRIC SUPP	398860	2500382	2025 2	INV	P	405.90	111524	305697	ELECTRICAL SUPPLIES
004017	REGIONS CARDHOLDER S	5548-10/31/24	0	2025 2	INV	P	479.76	111524	305788	5548-10/31/24 REGIO
				ACCOUNT TOTAL			1,143.16			
001207	561000			PLUMBING SUPPLIES						
003543	MCELHANEY PLUMBING I	307181	2500668	2025 2	INV	P	33.65	111524	305734	BALL VALVE/SANITATI
				ACCOUNT TOTAL			33.65			
001207	570000			MTR VEHICLE REP. PTS/SPL						
048827	CARQUEST	14758-42161	2500500	2025 1	INV	P	6.09	111524	305663	CAP COOLANT BOTTLE
				ACCOUNT TOTAL			6.09			
001207	604900			OTHER PROFESSIONAL SERV.						
002523	COMCAST CABLEVISION	10.22.24-11.321.24	0	2025 1	INV	P	146.36	111524	305677	COMCAST-CIVIL DEFEN
003191	INTERFACE SECURITY S	20795407	0	2025 1	INV	P	51.31	111524	305710	SECURITY SYSTEM/TWI
				ACCOUNT TOTAL			197.67			
001207	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351x110824	0	2025 2	INV	P	60.78	111524	305644	MB#2016-287/WIRELES
				ACCOUNT TOTAL			60.78			
001207	612000			FREIGHT						
004017	REGIONS CARDHOLDER S	5548-10/31/24	0	2025 2	INV	P	229.83	111524	305788	5548-10/31/24 REGIO
				ACCOUNT TOTAL			229.83			
001207	642500			CYLINDER RENT						
002071	AIRGAS USA LLC (NORD	5511772149	0	2025 2	INV	P	284.07	111524	305634	CYLINDER RENTAL/CON
				ACCOUNT TOTAL			284.07			
001207	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4211022784	0	2025 2	INV	P	75.25	111524	305667	UNIFORM RENTAL/CONS
				ACCOUNT TOTAL			75.25			
				ORG 001207 TOTAL			3,513.61			
001220			SANITATION DIV.							
001220	559000			OTHER OPERATING MATL/SPLY						
002472	CINTAS FIRST AID J71	5237547802	2500558	2025 2	INV	P	875.70	111524	305669	SAFETY GLOVES SANIT
004017	REGIONS CARDHOLDER S	2080-10/31/24	0	2025 2	INV	P	1,109.06	111524	305788	2080-10/31/24 REGIO

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
							1,984.76			
				ACCOUNT TOTAL						
001220	559100			OTHER OPER.MATLS-FULL R						
048658	QUALITY LOGO PRODUCT	QSI-1139078	2404563	2025 2	INV	P	765.12	111524	305785	KEEP H`BEAUTIFUL AD
				ACCOUNT TOTAL			765.12			
001220	570000			MTR VEHICLE REP. PTS/SPL						
002160	AT&T MOBILITY	287308925627X110524	0	2025 2	INV	P	613.60	111524	305644	MB2016-287/WIRELESS
002738	EMPIRE TRUCK SALES	CE006229234:01	2500625	2025 2	INV	P	41.43	111524	305686	PARTS-VALVE-QUOTE#
002738	EMPIRE TRUCK SALES	CE006229261:01	2500724	2025 2	INV	P	26.37	111524	305686	REPAIRS-OIL FILTER-
							67.80			
004120	SANSOM EQUIPMENT CO	P07220	2500496	2025 2	INV	P	937.78	111524	305791	REPAIR PARTS FOR UN
004120	SANSOM EQUIPMENT CO	W03832	2500622	2025 2	INV	P	2,786.48	111524	305791	REPAIRS-ASSY, HARNE
							3,724.26			
004597	WATERS INTERNATIONAL	08P881322	2500584	2025 2	INV	P	68.88	111524	305825	HUB CAPS UNIT 21944
048827	CARQUEST	14758-42232	2500528	2025 2	INV	P	19.97	111524	305663	HYD/TRANSMISSION UN
051154	MITAR MICROMATIC	25138	2500648	2025 2	INV	P	3,002.00	111524	305737	REPAIRS-RECOIL TIPP
				ACCOUNT TOTAL			7,496.51			
001220	604900			OTHER PROFESSIONAL SERV.						
002160	AT&T MOBILITY	287273578351x110824	0	2025 2	INV	P	123.58	111524	305644	MB#2016-287/WIRELES
002160	AT&T MOBILITY	287290252011X110524	0	2025 2	INV	P	434.02	111524	305644	MB2016-287/WIRELESS
							557.60			
				ACCOUNT TOTAL			557.60			
001220	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2024-6 NOV	0	2025 2	INV	P	8.62	111524	305747	MISSISSIPPI POWER-V
				ACCOUNT TOTAL			8.62			
001220	638400			MOTOR VEHICLE EQ. R&M						
004139	SCOTTS HYDRAULIC SER	61779	2500569	2025 2	INV	P	424.78	111524	305792	REPAIRS UNITS 20089
				ACCOUNT TOTAL			424.78			
001220	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4210300362	0	2025 2	INV	P	253.51	111524	305666	SANITATION UNIFORMS
002471	CINTAS CORPORATION #	4211022920	0	2025 2	INV	P	299.32	111524	305666	UNIFORMS
							552.83			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
							ACCOUNT TOTAL	552.83		
001220	643500			MOP-MAT-RAG RENT						
002471	CINTAS CORPORATION #	4205965589	0	2025 1	INV	P	53.98	111524	305667	SC8200044758- SANIT
002471	CINTAS CORPORATION #	4210299403	0	2025 2	INV	P	28.74	111524	305667	MOP-SANITIZER
002471	CINTAS CORPORATION #	4210299426	0	2025 2	INV	P	43.43	111524	305667	MATS
002471	CINTAS CORPORATION #	4211022596	0	2025 2	INV	P	28.74	111524	305667	MOPS-RAGS-HAND SANI
002471	CINTAS CORPORATION #	4211022624	0	2025 2	INV	P	43.43	111524	305667	MATS
							198.32			
							ACCOUNT TOTAL	198.32		
001220	688000			TIPPING FEES						
003920	PINE BELT REGIONAL S	8046	0	2025 2	INV	P	36,180.08	111524	305777	MUNICIPAL SOLID WST
004591	WASTE MANAGEMENT OF	0014221-2526-8	0	2025 2	INV	P	2,306.07	111524	305824	RUBBISH DISPOSAL FE
004591	WASTE MANAGEMENT OF	0014235-2526-8	0	2025 2	INV	P	2,363.82	111524	305824	RUBBISH DISPOSAL FE
							4,669.89			
							ACCOUNT TOTAL	40,849.97		
							ORG 001220 TOTAL	52,838.51		
001250			HEALTH DIVISION							
001250	513000			CHEMICALS						
002483	CLARKE	005110615	2404766	2025 2	INV	P	3,000.00	111524	305675	MOSQUITO CHEMICALS
							ACCOUNT TOTAL	3,000.00		
001250	575500			AGRICLTRL REPAIR PTS/SPL						
003615	JOHN DEERE FINANCIAL	P08362	2500526	2025 2	INV	P	128.00	111524	305716	FILTER/UNIT 21691
							ACCOUNT TOTAL	128.00		
							ORG 001250 TOTAL	3,128.00		
001402			ECONOMIC DEV.							
001402	604900			OTHER PROFESSIONAL SERV.						
003385	LANDRY LEWIS GERMANY	CN 24-4064-005	0	2025 2	INV	P	2,263.89	111524	305725	MB 2022-451 FIRE ST
003385	LANDRY LEWIS GERMANY	CN 24-4073-003	0	2025 2	INV	P	23,427.00	111524	305725	MB 2022-491 1410 WE
							25,690.89			
003764	NEEL-SCHAFFER INC	1100264-1101150	0	2025 2	INV	P	7,909.64	111524	305761	MB 2022-492 HIGHWAY
003764	NEEL-SCHAFFER INC	1100265-1101151	0	2025 2	INV	P	19,691.99	111524	305761	MB 2022-491 HWY 49
003764	NEEL-SCHAFFER INC	1100266	0	2025 2	INV	P	9,295.46	111524	305761	MB 2011-4/307 NORTH
003764	NEEL-SCHAFFER INC	1100281	0	2025 2	INV	P	5,000.00	111524	305761	MB 2011-4/307 DOLEA
003764	NEEL-SCHAFFER INC	1101145	0	2025 2	INV	P	48,724.71	111524	305761	MB 2021-454 EDWARDS
003764	NEEL-SCHAFFER INC	1101146	0	2025 2	INV	P	989.71	111524	305761	MB 2021-454 EDWARDS

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
							91,611.51			
049598	PHOENIX CONSTRUCTION	PAY NO 2	0	2025 2	INV	P	141,493.00	111524	305773	MB 2023-44 FIRE STA
050522	HUB CITY HANDYMAN	10302024	0	2025 2	INV	P	505.00	111524	305706	INSTALL PILING FOR
050522	HUB CITY HANDYMAN	2404723	2404723	2025 2	INV	P	2,800.00	111524	305706	ASSEMBLE/INSTALL ST
							3,305.00			
				ACCOUNT TOTAL			262,100.40			
001402	729524			TIMBERTON PARK-FEMA						
050855	CULPEPPER CONSTRUCTI	TIMBERTONPAYAPP#5	0	2025 2	INV	P	253,591.18	111524	305680	TIMBERTON COMPLEX F
				ACCOUNT TOTAL			253,591.18			
001402	729551			HWY11 VETERANS BLVD LIGHTING						
003764	NEEL-SCHAFFER INC	1100259	0	2025 2	INV	P	3,858.44	111524	305761	MB 2021-500 HIGHWAY
				ACCOUNT TOTAL			3,858.44			
				ORG 001402 TOTAL			519,550.02			
001551		AIRPORT DIV.								
001551	630000			GAS						
004321	SPIRE	G2024-11.4	0	2025 2	INV	P	40.28	111524	305806	SPIRE-11.04
				ACCOUNT TOTAL			40.28			
001551	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2024-6 NOV	0	2025 2	INV	P	76.88	111524	305747	MISSISSIPPI POWER-V
				ACCOUNT TOTAL			76.88			
001551	639400			DISINFECT./EXTERMINATION						
003040	HAVARD PEST CONTROL	2364594	0	2025 1	INV	P	45.00	111524	305703	HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	2364595	0	2025 1	INV	P	45.00	111524	305703	HAVARD PEST CONTROL
							90.00			
				ACCOUNT TOTAL			90.00			
				ORG 001551 TOTAL			207.16			
001553		CEMETERY DIV								
001553	501000			OTHER EXPENDABLE OFF.SPL						
004017	REGIONS CARDHOLDER S	5548-10/31/24	0	2025 2	INV	P	151.59	111524	305788	5548-10/31/24 REGIO
				ACCOUNT TOTAL			151.59			
001553	535500			WEARING APPAREL						

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
003216	J M H GRAPHICS	44219	2500315	2025 2	INV	P	551.50	111524	305712	WEARING APPAREL FOR
003216	J M H GRAPHICS	44349	2500499	2025 2	INV	P	244.00	111524	305712	T-SHIRTS/HOODIES FO
							795.50			
				ACCOUNT TOTAL			795.50			
001553	546000			MINOR EQUIPMENT						
002304	BRACKMAN MOWER WAREH	61226	2500556	2025 2	INV	P	659.76	111524	305650	CHAIN SAW CHAINS AN
				ACCOUNT TOTAL			659.76			
001553	570000			MTR VEHICLE REP. PTS/SPL						
002160	AT&T MOBILITY	287308925627X110524	0	2025 2	INV	P	259.60	111524	305644	MB2016-287/WIRELESS
048827	CARQUEST	14758-42165	2500498	2025 2	INV	P	28.92	111524	305663	DEF FLUID FOR UNIT#
048827	CARQUEST	14758-42382	2500590	2025 2	INV	P	341.98	111524	305663	BATTERIES FOR UNIT
							370.90			
				ACCOUNT TOTAL			630.50			
001553	575500			AGRICLTRL REPAIR PTS/SPL						
003034	HATTIESBURG HYDRAULI	108027	2500642	2025 2	INV	P	74.84	111524	305701	HYDRAULIC HOSE FOR
003034	HATTIESBURG HYDRAULI	108046	2500674	2025 2	INV	P	116.37	111524	305701	AGRICLTRL PARTS & S
							191.21			
003843	PARISH TRACTOR (HATT	WO9648	2500087	2025 2	INV	P	1,327.87	111524	305768	AGRICLTRL PARTS & S
				ACCOUNT TOTAL			1,519.08			
001553	604900			OTHER PROFESSIONAL SERV.						
003191	INTERFACE SECURITY S	20790342	0	2025 2	INV	P	52.78	111524	305710	SECURITY MONITORING
003634	MOLLY MAID	01024	0	2025 2	INV	P	415.00	111524	305738	MONTHLY CLEANINGS.1
				ACCOUNT TOTAL			467.78			
001553	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351x110824	0	2025 2	INV	P	58.79	111524	305644	MB#2016-287/WIRELES
				ACCOUNT TOTAL			58.79			
001553	630000			GAS						
004321	SPIRE	G2024-11.4	0	2025 2	INV	P	41.47	111524	305806	SPIRE-11.04
				ACCOUNT TOTAL			41.47			
001553	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2024-6 NOV	0	2025 2	INV	P	766.32	111524	305747	MISSISSIPPI POWER-V

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
003873	PEARL RIVER VALLEY E	2024-10/24B	0	2025 2	INV	P	37.38	111524	305771	PEARL RIVER VALLEY-
				ACCOUNT TOTAL			803.70			
001553 639400				DISINFECT./EXTERMINATION						
003040	HAVARD PEST CONTROL	2364604	0	2025 1	INV	P	40.00	111524	305703	HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	2364605	0	2025 1	INV	P	60.00	111524	305702	HAVARD PEST CONTROL
							100.00			
				ACCOUNT TOTAL			100.00			
001553 639900				OTHER REPAIRS AND MAINT.						
004504	UNITED FENCE COMPANY 52		2500631	2025 2	INV	P	95.00	111524	305818	GATE REPAIR/HIGLAND
				ACCOUNT TOTAL			95.00			
001553 643000				UNIFORM RENT						
002471	CINTAS CORPORATION #	4210302957	0	2025 2	INV	P	369.66	111524	305666	ST. CONT#5400044758
002471	CINTAS CORPORATION #	4211025271	0	2025 2	INV	P	140.17	111524	305666	ST. CONT# 820004475
							509.83			
				ACCOUNT TOTAL			509.83			
001553 643500				MOP-MAT-RAG RENT						
002471	CINTAS CORPORATION #	4210303012	0	2025 2	INV	P	33.37	111524	305667	ST. CONT#5400044758
002471	CINTAS CORPORATION #	4211025130	0	2025 2	INV	P	33.37	111524	305667	ST. CONT# 820004475
							66.74			
				ACCOUNT TOTAL			66.74			
001553 733500				AGRICULTURAL EQUIPMENT						
002083	ALLBRITTON CHAIN SAW	107191	2500676	2025 2	INV	P	786.98	111524	305635	AGRICULTURAL EQUIPM
002304	BRACKMAN MOWER WAREH	61226	2500556	2025 2	INV	P	1,091.01	111524	305650	CHAIN SAW CHAINS AN
				ACCOUNT TOTAL			1,877.99			
				ORG 001553 TOTAL			7,777.73			
001560			PARKING OPER.							
001560 630500				ELECTRICITY						
003700	MS POWER COMPANY	E2024-6 NOV	0	2025 2	INV	P	1,159.22	111524	305747	MISSISSIPPI POWER-V
				ACCOUNT TOTAL			1,159.22			
				ORG 001560 TOTAL			1,159.22			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
FUND 001 General Fund				TOTAL:		1,943,961.45		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002300			PKS/REC-RECREATION MAINT. DIV.							
002300	510000			CLEANING/JANITORIAL SPLY						
003810	OFFICE PRODUCTS PLUS	1071627-2	2500101	2025 1	INV	P	150.71	111524	305765	JANITORAL SUPPLIES
003810	OFFICE PRODUCTS PLUS	1073760-0	2500482	2025 1	INV	P	325.17	111524	305765	JANITORAL SUPPLIES
003810	OFFICE PRODUCTS PLUS	1074331-0	2500553	2025 2	INV	P	262.51	111524	305765	JANITORAL SUPPLIES
003810	OFFICE PRODUCTS PLUS	1074987-0	2500653	2025 2	INV	P	256.93	111524	305765	JANITORAL SUPPLIES
							995.32			
				ACCOUNT TOTAL			995.32			
002300	525000			GAS AND OIL						
001002	CITY OF HATTIESBURG	TRF 10/24 FUEL 2	0	2025 2	INV	P	8,048.18	111524	305670	FUEL USAGE 10/1-10/
				ACCOUNT TOTAL			8,048.18			
002300	525700			DIESEL FUEL						
001002	CITY OF HATTIESBURG	TRF 10/24 FUEL 2	0	2025 2	INV	P	115.15	111524	305670	FUEL USAGE 10/1-10/
				ACCOUNT TOTAL			115.15			
002300	544000			HORT./LANDSCAPING SPLY.						
004017	REGIONS CARDHOLDER S	6566-10/31/24	0	2025 2	INV	P	476.30	111524	305788	6566-10/31/24 REGIO
049595	SITEONE LANDSCAPE	146722246-001	2500030	2025 2	INV	P	2,702.94	111524	305796	SEED BLEND/AGRICULT
				ACCOUNT TOTAL			3,179.24			
002300	546000			MINOR EQUIPMENT						
002492	CLEMTS HARDWARE	132490	2500014	2025 2	INV	P	111.42	111524	305676	SHOP SUPPLIES
002492	CLEMTS HARDWARE	132746	2500429	2025 1	INV	P	37.94	111524	305676	SHOP SUPPLIES/GRIND
							149.36			
002714	ECONOMY SUPPLY CO	133778	2500621	2025 2	INV	P	11.90	111524	305684	SHOP SUPPLIES
002714	ECONOMY SUPPLY CO	133960	2500667	2025 2	INV	P	39.00	111524	305684	SHOP SUPPLIES
							50.90			
048827	CARQUEST	14758-42570	2500711	2025 2	INV	P	66.99	111524	305663	SHOP SUPPLIES
				ACCOUNT TOTAL			267.25			
002300	551000			RECREATIONAL SUPPLIES						
002049	ADAMS NURSERY	427493	2500585	2025 2	INV	P	122.98	111524	305632	VETERANS PARK SUPPL
002492	CLEMTS HARDWARE	132764	2500509	2025 2	INV	P	44.39	111524	305676	SHOP SUPPLIES
003810	OFFICE PRODUCTS PLUS	1073910-0	2500507	2025 1	INV	P	41.71	111524	305765	SHOP SUPPLIES
003810	OFFICE PRODUCTS PLUS	1073910-1	2500507	2025 2	INV	P	36.79	111524	305765	SHOP SUPPLIES
003810	OFFICE PRODUCTS PLUS	1073910-2	2500507	2025 2	INV	P	64.07	111524	305765	SHOP SUPPLIES

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
							142.57			
				ACCOUNT TOTAL			309.94			
002300	559000			OTHER OPERATING MATL/SPLY						
002714	ECONOMY SUPPLY CO	133754	2500599	2025	2	INV P	38.00	111524	305684	VETERANS FOUNTAIN R
				ACCOUNT TOTAL			38.00			
002300	560000			BUILDING MATERIALS & SPLY						
002714	ECONOMY SUPPLY CO	133516	2500538	2025	2	INV P	114.00	111524	305684	TIMBERTON PARK DUPL
004176	SHERWIN-WILLIAMS COM	5230-5	2500537	2025	2	INV P	69.24	111524	305793	TIMBERTON PARK DUPL
004256	SOLAR SUPPLY INC	3484550	2500521	2025	1	INV P	35.69	111524	305799	A/C REPAIR TATUM PA
				ACCOUNT TOTAL			218.93			
002300	560500			ELECTRICAL SUPPLIES						
002883	GARNER LUMLEY ELECTR	614039	2500485	2025	1	INV P	49.93	111524	305696	CHAIN PARK ELECTRIC
002883	GARNER LUMLEY ELECTR	614262	2500665	2025	2	INV P	144.81	111524	305696	VETERANS PARK FOUNT
							194.74			
002901	GILKEY ELECTRIC SUPP	399894	2500572	2025	2	INV P	79.32	111524	305697	VETERANS PARK ELECT
				ACCOUNT TOTAL			274.06			
002300	561000			PLUMBING SUPPLIES						
003543	MCELHANEY PLUMBING I	306829	2500522	2025	1	INV P	299.50	111524	305734	PLUMBING SUPPLIES/M
				ACCOUNT TOTAL			299.50			
002300	565000			PAINT AND PAINTING SPLY.						
004176	SHERWIN-WILLIAMS COM	4280-3	2500486	2025	1	INV P	199.15	111524	305793	TIMBERTON PARK REPA
				ACCOUNT TOTAL			199.15			
002300	570000			MTR VEHICLE REP. PTS/SPL						
002160	AT&T MOBILITY	287308925627X110524	0	2025	2	INV P	495.60	111524	305644	MB2016-287/WIRELESS
004528	UWOOD CO INC	25156	2500531	2025	2	INV P	72.62	111524	305821	SHOP SUPPLIES
048827	CARQUEST	14758-42394	2500604	2025	2	INV P	27.99	111524	305663	SHOP SUPPLIES
048827	CARQUEST	14758-42459	2500624	2025	2	INV P	181.48	111524	305663	SHOP SUPPLIES
							209.47			
				ACCOUNT TOTAL			777.69			
002300	575500			AGRICLTRL REPAIR PTS/SPL						

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002304	BRACKMAN MOWER WAREH	61233	2500587	2025 2	INV	P	145.98	111524	305650	MOWER PARTS
002304	BRACKMAN MOWER WAREH	61234	2500588	2025 2	INV	P	34.00	111524	305650	SHOP SUPPLIES
							179.98			
048827	CARQUEST	15849-87928	2500582	2025 2	INV	P	478.60	111524	305663	TRACTOR PARTS
048827	CARQUEST	15849-87979	2500623	2025 2	INV	P	208.44	111524	305663	TRACTOR PARTS/REPAI
							687.04			
050508	SLOPE CARE, LLC	3.5929	2500029	2025 1	INV	P	599.32	111524	305797	SPIDER MOWER REPAIR
050508	SLOPE CARE, LLC	3.5948	2500392	2025 1	INV	P	53.72	111524	305797	MOWER PARTS
							653.04			
				ACCOUNT TOTAL			1,520.06			
002300	604900			OTHER PROFESSIONAL SERV.						
002777	FAGAN TREE AND SPRAY	4444	0	2025 2	INV	P	271.00	111524	305691	LABOR/REPAIR IRR AT
002777	FAGAN TREE AND SPRAY	4445	0	2025 2	INV	P	3,220.00	111524	305691	LABOR/TREATMENT OF
							3,491.00			
050522	HUB CITY HANDYMAN	inv 10/30/24	2404966	2025 1	INV	P	1,000.00	111524	305706	REPAIRS AND STABILI
				ACCOUNT TOTAL			4,491.00			
002300	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351x110824	0	2025 2	INV	P	114.57	111524	305644	MB#2016-287/WIRELES
				ACCOUNT TOTAL			114.57			
002300	611000			TRAVEL EXPENSE						
051155	JON W WILLOW	TRAVEL ADV 11/05/24	0	2025 2	INV	P	204.00	111524	305719	TRAVEL ADVANCE MEAL
				ACCOUNT TOTAL			204.00			
002300	612000			FREIGHT						
004281	SOUTHERN ON SITE STO	110667	2500111	2025 2	INV	P	35.00	111524	305802	PORTABLES FOR TATUM
050508	SLOPE CARE, LLC	3.5929	2500029	2025 1	INV	P	34.23	111524	305797	SPIDER MOWER REPAIR
050508	SLOPE CARE, LLC	3.5948	2500392	2025 1	INV	P	27.05	111524	305797	MOWER PARTS
							61.28			
				ACCOUNT TOTAL			96.28			
002300	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2024-6 NOV	0	2025 2	INV	P	905.43	111524	305747	MISSISSIPPI POWER-V
				ACCOUNT TOTAL			905.43			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002300	636000				STREETS & STRUCTURES R&M					
003764	NEEL-SCHAFFER INC	1100278-1101130	0	2025 2	INV	P	26,592.50	111524	305761	MB 2022-102 TIMBERT
					ACCOUNT TOTAL		26,592.50			
002300	639600				SIGN PAINTING					
004205	SIGNS FIRST	89993	2500115	2025 2	INV	P	1,624.50	111524	305795	WILLIAM WICHT SOCCE
					ACCOUNT TOTAL		1,624.50			
002300	639900				OTHER REPAIRS AND MAINT.					
004504	UNITED FENCE COMPANY	50	2500310	2025 1	INV	P	580.00	111524	305818	DOWNTOWN ROUNDABOUT
					ACCOUNT TOTAL		580.00			
002300	643000				UNIFORM RENT					
002471	CINTAS CORPORATION #	4210014443	0	2025 2	INV	P	270.35	111524	305666	PR GROUNDS UNIFORM
002471	CINTAS CORPORATION #	4210735671	0	2025 2	INV	P	270.35	111524	305666	PR GROUNDS UNIFORM
							540.70			
					ACCOUNT TOTAL		540.70			
002300	644900				OTHER RENT					
002471	CINTAS CORPORATION #	4210014039	0	2025 2	INV	P	47.46	111524	305667	PR GROUNDS MATS REN
002471	CINTAS CORPORATION #	4210735366	0	2025 2	INV	P	47.46	111524	305667	PR GROUNDS MATS REN
							94.92			
004281	SOUTHERN ON SITE STO	110531	0	2025 2	INV	P	1,951.00	111524	305802	TOWNSQUARE TWO QUOT
004281	SOUTHERN ON SITE STO	110640	0	2025 2	INV	P	1,951.00	111524	305802	TOWN SQUARE TWO QUO
004281	SOUTHERN ON SITE STO	110667	2500111	2025 2	INV	P	130.00	111524	305802	PORTABLES FOR TATUM
							4,032.00			
004401	TAYLOR RENTAL CENTER	1-355547-04	2500472	2025 2	INV	P	85.80	111524	305810	LAWN SUPPLIES/AERAT
					ACCOUNT TOTAL		4,212.72			
002300	684500				REGISTRATION FEE/TUITION					
003702	MS RECREATION AND PA	FEE 10/30/24	0	2025 1	INV	P	550.00	111524	305757	REGISTRATON FEE FOR
					ACCOUNT TOTAL		550.00			
002300	687000				CUSTODIAL SERVICE					
047011	JANI-KING OF SOUTH E	SEM112140225	2500534	2025 2	INV	P	383.08	111524	305713	TWO-QUOTE JANITORIA
					ACCOUNT TOTAL		383.08			
002300	699900				SERVICES NOT SPECIFIED					
003118	HOMESTEAD DIRT WORKS	1259	2500474	2025 2	INV	P	2,250.00	111524	305705	TIMBERTON BRUSH CUT

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
047187	FOUR SEASONS LAWN	19542	0	2025 2	INV	P	530.00	111524	305694	LAWN MAINTENANCE 38
047187	FOUR SEASONS LAWN	19621	0	2025 2	INV	P	500.00	111524	305694	LAWN MAINTENANCE HA
047187	FOUR SEASONS LAWN	19649	0	2025 2	INV	P	650.00	111524	305694	LAWN MAINTENANCE LA
047187	FOUR SEASONS LAWN	19749	0	2025 2	INV	P	325.00	111524	305694	LAWN MAINTENANCE HA
							2,005.00			
				ACCOUNT TOTAL			4,255.00			
				ORG 002300 TOTAL			60,792.25			
002315			PKS/REC-REC.ADMIN/COM.REL.							
002315	500300			PAPER						
004017	REGIONS CARDHOLDER S	1286-10/31/24	0	2025 2	INV	P	275.94	111524	305788	1286-10/31/24 REGIO
				ACCOUNT TOTAL			275.94			
002315	501000			OTHER EXPENDABLE OFF.SPL						
004017	REGIONS CARDHOLDER S	1286-10/31/24	0	2025 2	INV	P	756.68	111524	305788	1286-10/31/24 REGIO
				ACCOUNT TOTAL			756.68			
002315	508000			COMPUTER SUPPLIES						
004017	REGIONS CARDHOLDER S	1286-10/31/24	0	2025 2	INV	P	187.12	111524	305788	1286-10/31/24 REGIO
				ACCOUNT TOTAL			187.12			
002315	513000			CHEMICALS						
004017	REGIONS CARDHOLDER S	5548-10/31/24	0	2025 2	INV	P	178.17	111524	305788	5548-10/31/24 REGIO
				ACCOUNT TOTAL			178.17			
002315	551000			RECREATIONAL SUPPLIES						
004017	REGIONS CARDHOLDER S	1286-10/31/24	0	2025 2	INV	P	822.41	111524	305788	1286-10/31/24 REGIO
004017	REGIONS CARDHOLDER S	2080-10/31/24	0	2025 2	INV	P	168.35	111524	305788	2080-10/31/24 REGIO
004017	REGIONS CARDHOLDER S	5548-10/31/24	0	2025 2	INV	P	2,452.04	111524	305788	5548-10/31/24 REGIO
							3,442.80			
				ACCOUNT TOTAL			3,442.80			
002315	551001			RECREATIONAL SUPP-ARTS CENTER						
004017	REGIONS CARDHOLDER S	1286-10/31/24	0	2025 2	INV	P	397.47	111524	305788	1286-10/31/24 REGIO
004017	REGIONS CARDHOLDER S	5548-10/31/24	0	2025 2	INV	P	95.53	111524	305788	5548-10/31/24 REGIO
							493.00			
				ACCOUNT TOTAL			493.00			
002315	603400			OFFICIALS						
003958	POWELL, RANDY	RPOWELL1024	0	2025 2	INV	P	90.00	111524	305780	SOFTBALL OFFICIAL 1

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
004221	SMITH, CARLTON L	CSMITH1024	0	2025 2	INV	P	50.00	111524	305798	SOFTBALL OFFICIAL 1
004460	TROTTER, COREY	CTROTTER1024	0	2025 2	INV	P	140.00	111524	305815	SOFTBALL OFFICIAL 1
047595	MARTIN DERRICAS	DMARTIN1024	0	2025 2	INV	P	125.00	111524	305732	SOFTBALL OFFICIAL 1
048772	LEE ANTHONY	ALEE1024	0	2025 2	INV	P	125.00	111524	305727	SOFTBALL OFFICIAL 1
				ACCOUNT TOTAL			530.00			
002315	604900			OTHER PROFESSIONAL SERV.						
003313	KETTLEY, ANNETTE	AKETTLEY1024	0	2025 2	INV	P	50.00	111524	305721	SOFTBALL STAFF SCOR
003958	POWELL, RANDY	RPOWELL112	0	2025 2	INV	P	90.00	111524	305780	YOUTH FOOBALL NOV 2
047581	PROTECTION AGENCY &	001275	0	2025 2	INV	P	850.00	111524	305783	HATTIESBURG YOUTH V
047971	BRETT CUMMINS	BCUMMINS1025	0	2025 2	INV	P	100.00	111524	305651	ADULT WATERCOLOR CL
049412	BLUE WILLIAM TERRELL	WBLUE112	0	2025 2	INV	P	60.00	111524	305648	YOUTH FOOTBALL CHAI
051135	BURNS, LOGAN	LBURNS112	0	2025 2	INV	P	60.00	111524	305653	YOUTH FOOTBALL CHAI
				ACCOUNT TOTAL			1,210.00			
002315	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351x110824	0	2025 2	INV	P	113.58	111524	305644	MB#2016-287/WIRELES
002160	AT&T MOBILITY	287289913717X110524	0	2025 2	INV	P	48.27	111524	305644	MB2016-287/WIRELESS
002160	AT&T MOBILITY	287290252011X110524	0	2025 2	INV	P	186.51	111524	305644	MB2016-287/WIRELESS
							348.36			
				ACCOUNT TOTAL			348.36			
002315	630000			GAS						
004321	SPIRE	G2024-11.4	0	2025 2	INV	P	20.00	111524	305806	SPIRE-11.04
				ACCOUNT TOTAL			20.00			
002315	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2024 NOV 1	0	2025 2	INV	P	83.48	111524	305751	MISSISSIPPI POWER-2
003700	MS POWER COMPANY	E2024-6 NOV	0	2025 2	INV	P	13,225.17	111524	305747	MISSISSIPPI POWER-V
							13,308.65			
				ACCOUNT TOTAL			13,308.65			
002315	639400			DISINFECT./EXTERMINATION						
003040	HAVARD PEST CONTROL	2364577	0	2025 1	INV	P	48.00	111524	305702	HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	2364579	0	2025 1	INV	P	125.00	111524	305702	HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	2364583	0	2025 1	INV	P	48.00	111524	305703	HAVARD PEST CONTROL

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
						221.00			
				ACCOUNT TOTAL		221.00			
002315 684500				REGISTRATION FEE/TUITION					
004017	REGIONS CARDHOLDER S 2080-10/31/24	0	2025	2	INV P	525.00	111524	305788	2080-10/31/24 REGIO
004277	SOUTHERN MISS RECREA INV 10/28/24	0	2025	1	INV P	400.00	111524	305801	CPR/AED/FIRST AID C
				ACCOUNT TOTAL		925.00			
				ORG 002315 TOTAL		21,896.72			
FUND 002 PARKS & RECREATION FUND					TOTAL:	82,688.97			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
009660			W&S O&M-CUSTOMER ACCT. DIV.							
009660	501000			OTHER EXPENDABLE OFF.SPL						
004327	STANDARD OFFICE SUPP	H34051-00	2500445	2025 2	INV	P	677.84	111524	305807	OFFICE SUPPLIES/EQU
004327	STANDARD OFFICE SUPP	H34051-01	2500445	2025 2	INV	P	90.70	111524	305807	OFFICE SUPPLIES/EQU
							768.54			
				ACCOUNT TOTAL			768.54			
009660	525000			GAS AND OIL						
001002	CITY OF HATTIESBURG	TRF 10/24 FUEL 9	0	2025 2	INV	P	1,433.08	111524	305672	FUEL USAGE 10/1-10/
				ACCOUNT TOTAL			1,433.08			
009660	546000			MINOR EQUIPMENT						
002442	CENTRAL PIPE SUPPLY	S100390080.001	2500204	2025 2	INV	P	1,047.00	111524	305664	MINOR EQUIPMENT WAT
				ACCOUNT TOTAL			1,047.00			
009660	604900			OTHER PROFESSIONAL SERV.						
002146	ARNOLD LINE WATER AS	110	0	2025 2	INV	P	2,700.00	111524	305638	MB 2021-161 PAYMENT
				ACCOUNT TOTAL			2,700.00			
009660	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351x110824	0	2025 2	INV	P	175.12	111524	305644	MB#2016-287/WIRELES
002160	AT&T MOBILITY	287290252011X110524	0	2025 2	INV	P	40.23	111524	305644	MB2016-287/WIRELESS
							215.35			
				ACCOUNT TOTAL			215.35			
009660	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4209576555	0	2025 2	INV	P	44.13	111524	305667	STATE CONTRACT 8200
002471	CINTAS CORPORATION #	4210301322	0	2025 2	INV	P	27.41	111524	305668	STATE CONTRACT 8200
							71.54			
				ACCOUNT TOTAL			71.54			
				ORG 009660 TOTAL			6,235.51			
009672			W&S O&M-WATER TRANSMISSION DIV							
009672	525000			GAS AND OIL						
001002	CITY OF HATTIESBURG	TRF 10/24 FUEL 9	0	2025 2	INV	P	97,445.55	111524	305672	FUEL USAGE 10/1-10/
				ACCOUNT TOTAL			97,445.55			
009672	525700			DIESEL FUEL						
001002	CITY OF HATTIESBURG	TRF 10/24 FUEL 9	0	2025 2	INV	P	111.02	111524	305672	FUEL USAGE 10/1-10/

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
							ACCOUNT TOTAL 111.02			
009672	541500						SAND,CLAY,GRVL,FILL DIRT			
004586	WARREN PAVING INC	99465	2500598	2025	2	INV	P 413.05	111524	305822	610 CRUSH LIMESTONE
004586	WARREN PAVING INC	99549	2500598	2025	2	INV	P 750.20	111524	305822	610 CRUSH LIMESTONE
004586	WARREN PAVING INC	99624	2500598	2025	2	INV	P 1,837.55	111524	305822	610 CRUSH LIMESTONE
							3,000.80			
							ACCOUNT TOTAL 3,000.80			
009672	561000						PLUMBING SUPPLIES			
004284	SOUTHERN PIPE & SUPP	77094-00	2404880	2025	1	INV	P 45.00	111524	305805	WAREHOUSE STOCK FOR
							ACCOUNT TOTAL 45.00			
009672	570000						MTR VEHICLE REP. PTS/SPL			
002646	DELK'S TIRE SALES AN	47135	2500535	2025	2	INV	P 173.00	111524	305682	TIRE FOR UNIT # 216
003861	PATTERSON AUTO ELECT	82585	2500539	2025	2	INV	P 186.93	111524	305769	REPAIRS TO UNIT # 1
003861	PATTERSON AUTO ELECT	82595	2500638	2025	2	INV	P 565.70	111524	305769	REPAIRS TO UNIT # 2
							752.63			
048827	CARQUEST	14758-42467	2500593	2025	2	INV	P 52.87	111524	305663	REPAIR PARTS FOR UN
							ACCOUNT TOTAL 978.50			
009672	636000						STREETS & STRUCTURES R&M			
003649	C J MORGAN INC	2024058	0	2025	2	INV	P 69,375.00	111524	305657	MB2024-551: WATER R
003649	C J MORGAN INC	2024059	0	2025	2	INV	P 22,973.50	111524	305657	MB2024-551: WATER R
							92,348.50			
							ACCOUNT TOTAL 92,348.50			
009672	638400						MOTOR VEHICLE EQ. R&M			
002646	DELK'S TIRE SALES AN	47135	2500535	2025	2	INV	P 30.00	111524	305682	TIRE FOR UNIT # 216
003861	PATTERSON AUTO ELECT	82585	2500539	2025	2	INV	P 380.00	111524	305769	REPAIRS TO UNIT # 1
003861	PATTERSON AUTO ELECT	82595	2500638	2025	2	INV	P 2,062.50	111524	305769	REPAIRS TO UNIT # 2
							2,442.50			
							ACCOUNT TOTAL 2,472.50			
009672	643000						UNIFORM RENT			
002471	CINTAS CORPORATION #	4210302788	0	2025	2	INV	P 331.04	111524	305666	SC#8200044758: UNIF
002471	CINTAS CORPORATION #	4211024838	0	2025	2	INV	P 331.74	111524	305666	SC#8200044758: UNIF
							662.78			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL		662.78			
					ORG 009672 TOTAL		197,064.65			
009673				W&S O&M-WATER PLANT DIVISION						
009673	525000			GAS AND OIL						
001002	CITY OF HATTIESBURG	TRF 10/24 FUEL 9	0	2025 2	INV	P	1,287.38	111524	305672	FUEL USAGE 10/1-10/
					ACCOUNT TOTAL		1,287.38			
009673	525700			DIESEL FUEL						
001002	CITY OF HATTIESBURG	TRF 10/24 FUEL 9	0	2025 2	INV	P	334.19	111524	305672	FUEL USAGE 10/1-10/
					ACCOUNT TOTAL		334.19			
009673	570000			MTR VEHICLE REP. PTS/SPL						
002160	AT&T MOBILITY	287308925627X110524	0	2025 2	INV	P	967.60	111524	305644	MB2016-287/WIRELESS
					ACCOUNT TOTAL		967.60			
009673	604900			OTHER PROFESSIONAL SERV.						
002380	BYRD, WADE J.	BYRD112024	0	2025 2	INV	P	3,000.00	111524	305655	OPERATOR OF RECORD,
003614	MISSION COMMUNICATIO	1093594	0	2025 2	INV	P	2,300.40	111524	305736	ANNUAL SERVICE, VAR
					ACCOUNT TOTAL		5,300.40			
009673	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2024 11/4/2024B	0	2025 2	INV	P	54.12	111524	305753	MISSISSIPPI POWER-1
003700	MS POWER COMPANY	E2024 OCT 29	0	2025 2	INV	P	879.15	111524	305749	MS POWER COMPANY- V
003700	MS POWER COMPANY	E2024-6 NOV	0	2025 2	INV	P	12,898.04	111524	305747	MISSISSIPPI POWER-V
							13,831.31			
003873	PEARL RIVER VALLEY E	2024 10.24.24	0	2025 2	INV	P	35.00	111524	305771	PEARL RIVER VALLEY-
003873	PEARL RIVER VALLEY E	2024-10.25	0	2025 2	INV	P	9,366.40	111524	305771	PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY E	2024-10/24B	0	2025 2	INV	P	62.31	111524	305771	PEARL RIVER VALLEY-
							9,463.71			
					ACCOUNT TOTAL		23,295.02			
009673	639400			DISINFECT./EXTERMINATION						
003040	HAVARD PEST CONTROL	2364598	0	2025 1	INV	P	50.00	111524	305702	HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	2364599	0	2025 1	INV	P	50.00	111524	305702	HAVARD PEST CONTROL
							100.00			
					ACCOUNT TOTAL		100.00			
009673	643500			MOP-MAT-RAG RENT						
002471	CINTAS CORPORATION #	4211024488	0	2025 2	INV	P	91.41	111524	305667	SC#8200044758: MOPS

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL		91.41			
009673 687000				CUSTODIAL SERVICE					
047011 JANI-KING OF SOUTH E	SEM11240224	2500534	2025 2	INV	P	411.69	111524	305713	TWO-QUOTE JANITORIA
				ACCOUNT TOTAL		411.69			
				ORG 009673 TOTAL		31,787.69			
009676			W&S O&M-SEWER DIVISION						
009676 513000				CHEMICALS					
002443 CERTIFIED LABORATORI	8919496	2500594	2025 2	INV	P	25,583.80	111524	305665	TREATMENT CHEMICALS
				ACCOUNT TOTAL		25,583.80			
009676 525000				GAS AND OIL					
001002 CITY OF HATTIESBURG	TRF 10/24 FUEL 9	0	2025 2	INV	P	222.53	111524	305672	FUEL USAGE 10/1-10/
				ACCOUNT TOTAL		222.53			
009676 525700				DIESEL FUEL					
001002 CITY OF HATTIESBURG	TRF 10/24 FUEL 9	0	2025 2	INV	P	327.76	111524	305672	FUEL USAGE 10/1-10/
				ACCOUNT TOTAL		327.76			
009676 561000				PLUMBING SUPPLIES					
002442 CENTRAL PIPE SUPPLY	S100391329.001	2500436	2025 2	INV	P	2,604.46	111524	305664	WAREHOUSE STOCK FOR
				ACCOUNT TOTAL		2,604.46			
009676 570000				MTR VEHICLE REP. PTS/SPL					
002646 DELK'S TIRE SALES AN	47144	2500670	2025 2	INV	P	340.00	111524	305682	TIRES FOR ASSET # 2
003861 PATTERSON AUTO ELECT	82599	2500640	2025 2	INV	P	396.55	111524	305769	REPAIRS TO UNIT # 1
				ACCOUNT TOTAL		736.55			
009676 606000				TELEPHONE AND TELEGRAPH					
002160 AT&T MOBILITY	287290252011X110524	0	2025 2	INV	P	1,369.81	111524	305644	MB2016-287/WIRELESS
				ACCOUNT TOTAL		1,369.81			
009676 630500				ELECTRICITY					
003700 MS POWER COMPANY	E2024 11/4/2024B	0	2025 2	INV	P	160.00	111524	305753	MISSISSIPPI POWER-1
003700 MS POWER COMPANY	E2024-6 NOV	0	2025 2	INV	P	2,694.05	111524	305747	MISSISSIPPI POWER-V
						2,854.05			
004282 SOUTHERN PINE ELECTR	E2024-10.16.24B	0	2025 1	INV	P	44.52	111524	305803	SOUTHERN PINE ELECT
				ACCOUNT TOTAL		2,898.57			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
009676 636000						STREETS & STRUCTURES R&M			
004058 RJM MCQUEEN CONTRACT	3054	0	2025 2	INV	P	4,222.25	111524	305790	MB2024-551: SEWER R
004058 RJM MCQUEEN CONTRACT	3055	0	2025 2	INV	P	15,970.00	111524	305790	MB2024-551: SEWER R
004058 RJM MCQUEEN CONTRACT	3056	0	2025 2	INV	P	5,875.00	111524	305790	MB2024-551: SEWER R
004058 RJM MCQUEEN CONTRACT	3057	0	2025 2	INV	P	7,879.20	111524	305790	MB2024-551: SEWER R
004058 RJM MCQUEEN CONTRACT	3068	0	2025 2	INV	P	10,347.00	111524	305790	MB2024-551: SEWER R
004058 RJM MCQUEEN CONTRACT	3073	0	2025 2	INV	P	119,528.15	111524	305790	MB2024-551: SEWER R
004058 RJM MCQUEEN CONTRACT	3074	0	2025 2	INV	P	57,237.62	111524	305790	MB2024-551: SEWER R
004058 RJM MCQUEEN CONTRACT	3076	0	2025 2	INV	P	3,640.00	111524	305790	MB2024-551: SEWER R
004058 RJM MCQUEEN CONTRACT	3077	0	2025 2	INV	P	3,750.00	111524	305790	MB2024-551: SEWER R
004058 RJM MCQUEEN CONTRACT	3078	0	2025 2	INV	P	9,595.50	111524	305790	MB2024-551: SEWER R
004058 RJM MCQUEEN CONTRACT	3079	0	2025 2	INV	P	12,600.80	111524	305790	MB2024-551: SEWER R
004058 RJM MCQUEEN CONTRACT	3080	0	2025 2	INV	P	3,140.00	111524	305790	MB2024-551: SEWER R
004058 RJM MCQUEEN CONTRACT	3081	0	2025 2	INV	P	7,803.75	111524	305790	MB2024-551: SEWER R
004058 RJM MCQUEEN CONTRACT	3082	0	2025 2	INV	P	5,808.69	111524	305790	MB2024-551: SEWER R
004058 RJM MCQUEEN CONTRACT	3083	0	2025 2	INV	P	6,132.00	111524	305790	MB2024-551: SEWER R
004058 RJM MCQUEEN CONTRACT	3086	0	2025 2	INV	P	9,741.00	111524	305790	MB2024-551: SEWER R
						283,270.96			
					ACCOUNT TOTAL	283,270.96			
009676 638400						MOTOR VEHICLE EQ. R&M			
003861 PATTERSON AUTO ELECT	82599	2500640	2025 2	INV	P	812.50	111524	305769	REPAIRS TO UNIT # 1
					ACCOUNT TOTAL	812.50			
009676 638600						CONSTRUCTION EQUIP R&M			
002083 ALLBRITTON CHAIN SAW	107051	2500494	2025 1	INV	P	255.95	111524	305635	MOWER REPAIRS FOR S
002083 ALLBRITTON CHAIN SAW	19035	2500494	2025 1	INV	P	86.67	111524	305635	MOWER REPAIRS FOR S
002083 ALLBRITTON CHAIN SAW	19076	2500669	2025 2	INV	P	48.00	111524	305635	MOWER REPAIRS FOR S
002083 ALLBRITTON CHAIN SAW	19077	2500669	2025 2	INV	P	48.00	111524	305635	MOWER REPAIRS FOR S
002083 ALLBRITTON CHAIN SAW	19079	2500669	2025 2	INV	P	86.70	111524	305635	MOWER REPAIRS FOR S
002083 ALLBRITTON CHAIN SAW	19080	2500669	2025 2	INV	P	102.70	111524	305635	MOWER REPAIRS FOR S
002083 ALLBRITTON CHAIN SAW	19088	2500669	2025 2	INV	P	12.50	111524	305635	MOWER REPAIRS FOR S
002083 ALLBRITTON CHAIN SAW	19089	2500669	2025 2	INV	P	82.78	111524	305635	MOWER REPAIRS FOR S
						723.30			
					ACCOUNT TOTAL	723.30			
					ORG 009676 TOTAL	318,550.24			
009677						W&S O&M-SEWER LAGOON DIV.			
009677 525000						GAS AND OIL			
001002 CITY OF HATTIESBURG	TRF 10/24 FUEL 9	0	2025 2	INV	P	241.28	111524	305672	FUEL USAGE 10/1-10/
					ACCOUNT TOTAL	241.28			
009677 525700						DIESEL FUEL			
001002 CITY OF HATTIESBURG	TRF 10/24 FUEL 9	0	2025 2	INV	P	25.16	111524	305672	FUEL USAGE 10/1-10/

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL		25.16			
009677	604900			OTHER PROFESSIONAL SERV.						
002288	BONNER ANALYTICAL TE	85011	0	2025 2	INV	P	2,654.49	111524	305649	NPDES MONITORING FO
					ACCOUNT TOTAL		2,654.49			
009677	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2024-6 NOV	0	2025 2	INV	P	840.92	111524	305747	MISSISSIPPI POWER-V
003873	PEARL RIVER VALLEY E	2024 10.24.24	0	2025 2	INV	P	783.34	111524	305771	PEARL RIVER VALLEY-
003873	PEARL RIVER VALLEY E	2024-10.25	0	2025 2	INV	P	2,731.50	111524	305771	PEARL RIVER VALLEY
							3,514.84			
					ACCOUNT TOTAL		4,355.76			
009677	638000			FIXED EQUIPMENT R&M						
003348	L & A CONTRACTING CO	483-281	0	2025 2	INV	P	39,690.00	111524	305723	MB2024-1088: LAGOON
					ACCOUNT TOTAL		39,690.00			
009677	639400			DISINFECT./EXTERMINATION						
003040	HAVARD PEST CONTROL	2364597	0	2025 1	INV	P	48.00	111524	305703	HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	2364600	0	2025 1	INV	P	40.00	111524	305703	HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	2364601	0	2025 1	INV	P	40.00	111524	305703	HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	2364602	0	2025 1	INV	P	40.00	111524	305703	HAVARD PEST CONTROL
							168.00			
					ACCOUNT TOTAL		168.00			
					ORG 009677 TOTAL		47,134.69			
		FUND 009 WATER & SEWER OPERATION/MAINT.			TOTAL:		600,772.78			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
011001				WATER & SEWER REVENUES						
011001	360001			RESIDENTIAL WATER-NO TAX						
051156	HALEY, RAYMOND V	57511	0	2025 2	INV	P	1,617.54	111524	305700	
051157	AULTMAN, DORRANCE	57627	0	2025 2	INV	P	1,026.10	111524	305645	ESTATE OF DORRANCE
				ACCOUNT TOTAL			2,643.64			
				ORG 011001 TOTAL			2,643.64			
FUND 011 WATER & SEWER FUND				TOTAL:			2,643.64			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
072201			MUN.ROAD&BRIDGE-STREET DIV							
072201 601502			ENGINEERING-MIDTOWN							
003764	NEEL-SCHAFFER INC	1100258	0	2025 2	INV	P	1,907.33	111524	305761	MB 2021-359 MIDTOWN
			ACCOUNT TOTAL				1,907.33			
072201 636000			STREETS & STRUCTURES R&M							
047056	WARREN PAVING INC	2404217.1	2404217	2025 2	INV	P	44,773.40	111524	305823	LURTY AVE. MB 2021-
047056	WARREN PAVING INC	2404218.1	2404218	2025 2	INV	P	42,205.26	111524	305823	CITY PARK CIRCLE MB
							86,978.66			
			ACCOUNT TOTAL				86,978.66			
			ORG 072201 TOTAL				88,885.99			
FUND 072 MUNICIPAL ROAD & BRIDGE				TOTAL:			88,885.99			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
073570				MASS TRANSIT-TRANSPORTATION						
073570	525000			GAS AND OIL						
001002	CITY OF HATTIESBURG	TRF 10/24 FUEL 73	0	2025 2	INV	P	7,924.33	111524	305671	FURL USAGE 10/1-10/
				ACCOUNT TOTAL			7,924.33			
073570	525700			DIESEL FUEL						
001002	CITY OF HATTIESBURG	TRF 10/24 FUEL 73	0	2025 2	INV	P	6,936.34	111524	305671	FURL USAGE 10/1-10/
				ACCOUNT TOTAL			6,936.34			
073570	570000			MTR VEHICLE REP. PTS/SPL						
003915	PINE BELT CDJR, INC	545561	2500561	2025 2	INV	P	1,682.14	111524	305775	REPAIR FOR CHRYSLER
004514	UNIVERSITY TIRE & SE	INV245096	2500566	2025 2	INV	P	669.36	111524	305820	TIRE REPLACEMENT FO
				ACCOUNT TOTAL			2,351.50			
073570	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351x110824	0	2025 2	INV	P	454.53	111524	305644	MB#2016-287/WIRELES
002160	AT&T MOBILITY	287290252011X110524	0	2025 2	INV	P	316.11	111524	305644	MB2016-287/WIRELESS
							770.64			
				ACCOUNT TOTAL			770.64			
073570	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2024-6 NOV	0	2025 2	INV	P	616.33	111524	305747	MISSISSIPPI POWER-V
				ACCOUNT TOTAL			616.33			
073570	638400			MOTOR VEHICLE EQ. R&M						
003915	PINE BELT CDJR, INC	545561	2500561	2025 2	INV	P	1,772.14	111524	305775	REPAIR FOR CHRYSLER
				ACCOUNT TOTAL			1,772.14			
073570	638501			BUS EQUIP R&M-FIXED ROUTE						
002565	COURTESY MOTORS INC	353915	2500443	2025 2	INV	P	5,285.28	111524	305678	TEAR DOWN & REPAIR
050656	MS COAST TRANSPORT	INV-114382797	2500562	2025 2	INV	P	310.00	111524	305741	REPAIRS FOR TROLLEY
050656	MS COAST TRANSPORT	INV-114382807	2500649	2025 2	INV	P	165.00	111524	305741	REAR A/C UNIT WORK
							475.00			
				ACCOUNT TOTAL			5,760.28			
073570	639400			DISINFECT./EXTERMINATION						
003040	HAVARD PEST CONTROL	2364603	0	2025 1	INV	P	48.00	111524	305702	HAVARD PEST CONTROL
				ACCOUNT TOTAL			48.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
073570 643000				UNIFORM RENT				
002471 CINTAS CORPORATION # 4209577035		0	2025 2	INV	P	183.12	111524	305666 HCT UNIFORM RENTALS
002471 CINTAS CORPORATION # 4210302725		0	2025 2	INV	P	301.39	111524	305666 HCT UNIFORM RENTALS
						484.51		
				ACCOUNT TOTAL		484.51		
				ORG 073570 TOTAL		26,664.07		
FUND 073 MASS TRANSIT FUND				TOTAL:		26,664.07		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
075695		W&S CONSTR.-CAPITAL PROJECTS							
075695 601500			ENGINEERING						
004197 SHOWS DEARMAN & WAIT	24447	0	2025 2	INV	P	8,200.00	111524	305794	MB 2018-288-289 INF
004197 SHOWS DEARMAN & WAIT	24449	0	2025 2	INV	P	1,280.00	111524	305794	MB 2021-399 W 7TH S
004197 SHOWS DEARMAN & WAIT	24455	0	2025 2	INV	P	22,725.00	111524	305794	MB 2022-45 W 7TH, N
004197 SHOWS DEARMAN & WAIT	24457	0	2025 2	INV	P	227.50	111524	305794	MB 2022-362 BURKETT
004197 SHOWS DEARMAN & WAIT	24458	0	2025 2	INV	P	9,895.00	111524	305794	MB 2012-1/34 GENERA
004197 SHOWS DEARMAN & WAIT	24463	0	2025 2	INV	P	15,447.50	111524	305794	FILE #2024-116 COMS
004197 SHOWS DEARMAN & WAIT	24465	0	2025 2	INV	P	45,276.59	111524	305794	MB 2022-286 UNIFIED
						103,051.59			
			ACCOUNT TOTAL			103,051.59			
075695 601503			ENGINEERING-MCWI						
004197 SHOWS DEARMAN & WAIT	24448	0	2025 2	INV	P	5,697.50	111524	305794	MB 2020-137-138 INF
004197 SHOWS DEARMAN & WAIT	24450	0	2025 2	INV	P	4,305.00	111524	305794	MB 2021-306 EDWARDS
						10,002.50			
			ACCOUNT TOTAL			10,002.50			
075695 724501			ARCADIA SUNSET						
004197 SHOWS DEARMAN & WAIT	24453	0	2025 2	INV	P	3,307.50	111524	305794	MB 2021-337-338 ARC
			ACCOUNT TOTAL			3,307.50			
			ORG 075695 TOTAL			116,361.59			
FUND 075 WATER&SEWER CONSTRUCTION FUND				TOTAL:		116,361.59			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
077650			COMMUNITY CTR-ADMIN/GENERAL						
077650 501000			OTHER EXPENDABLE OFF.SPL						
003825 OWENS BUSINESS MACHI	502962	2500627	2025 2	INV	P	22.00	111524	305767	WASTE TONER FOR CO
			ACCOUNT TOTAL			22.00			
077650 525000			GAS AND OIL						
001002 CITY OF HATTIESBURG	TRF 10/24 FUEL 77	0	2025 2	INV	P	389.57	111524	305673	FUEL USAGE 10/1-10/
			ACCOUNT TOTAL			389.57			
077650 544000			HORT./LANDSCAPING SPLY.						
002049 ADAMS NURSERY	427503	2500644	2025 2	INV	P	238.00	111524	305632	PLANTS FOR JACKIE D
			ACCOUNT TOTAL			238.00			
077650 546000			MINOR EQUIPMENT						
002471 CINTAS CORPORATION #	5236916104	0	2025 2	INV	P	440.00	111524	305666	CINTAS 5SHELFFA FIL
002471 CINTAS CORPORATION #	5236916105	0	2025 2	INV	P	440.00	111524	305666	CINTAS 5 SHELF FIRS
002471 CINTAS CORPORATION #	5236916106	0	2025 2	INV	P	440.00	111524	305666	CINTAS 5 SHELF FIRS
						1,320.00			
004017 REGIONS CARDHOLDER S	5548-10/31/24	0	2025 2	INV	P	124.68	111524	305788	5548-10/31/24 REGIO
			ACCOUNT TOTAL			1,444.68			
077650 561000			PLUMBING SUPPLIES						
003543 MCELHANEY PLUMBING I	306828	2500489	2025 1	INV	P	29.95	111524	305734	PLUMBING SUPPLIES T
			ACCOUNT TOTAL			29.95			
077650 570000			MTR VEHICLE REP. PTS/SPL						
002160 AT&T MOBILITY	287308925627X110524	0	2025 2	INV	P	94.40	111524	305644	MB2016-287/WIRELESS
			ACCOUNT TOTAL			94.40			
077650 606000			TELEPHONE AND TELEGRAPH						
002160 AT&T MOBILITY	287273578351x110824	0	2025 2	INV	P	61.79	111524	305644	MB#2016-287/WIRELES
			ACCOUNT TOTAL			61.79			
077650 630000			GAS						
004321 SPIRE	G2024 NOV 4	0	2025 2	INV	P	108.27	111524	305806	SPIRE-220 FRONT ST,
004321 SPIRE	G2024-11.4	0	2025 2	INV	P	140.20	111524	305806	SPIRE-11.04
						248.47			
			ACCOUNT TOTAL			248.47			
077650 630500			ELECTRICITY						

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
003700	MS POWER COMPANY	E2024-6 NOV	0	2025 2	INV	P	4,224.25	111524	305747	MISSISSIPPI POWER-V
				ACCOUNT TOTAL			4,224.25			
077650 639400				DISINFECT./EXTERMINATION						
003040	HAVARD PEST CONTROL	2364584	0	2025 1	INV	P	145.00	111524	305702	HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	2364585	0	2025 1	INV	P	48.00	111524	305703	HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	2364586	0	2025 1	INV	P	48.00	111524	305703	HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	2364589	0	2025 1	INV	P	48.00	111524	305703	HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	2364590	0	2025 1	INV	P	115.00	111524	305702	HAVARD PEST CONTROL
							404.00			
003816	ONE TIME WILDLIFE RE	INV 11/7/24	0	2025 2	INV	P	495.00	111524	305766	ART CENTER SANITATI
051151	ENVIRONMENTAL SERVIC	INV 11/06/24	2500464	2025 2	INV	P	3,200.00	111524	305689	BAT GUANO REMOVAL A
				ACCOUNT TOTAL			4,099.00			
077650 715010				REC CENTER OLD YMCA						
002100	AMERICAN AIR SPECIAL	224290-01	2500540	2025 2	INV	P	2,500.00	111524	305636	REPAIR SEWER LINE A
004017	REGIONS CARDHOLDER S	5548-10/31/24	0	2025 2	INV	P	45.99	111524	305788	5548-10/31/24 REGIO
				ACCOUNT TOTAL			2,545.99			
				ORG 077650 TOTAL			13,398.10			
FUND 077 COMMUNITY CENTERS' FUND				TOTAL:			13,398.10			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
082285			CDBG-ENTITLEMENTS							
082285	525000		GAS AND OIL							
001002	CITY OF HATTIESBURG	TRF 10/24 FUEL 82	0	2025 2	INV	P	145.05	111524	305674	TRF FUEL USAGE 10/1
			ACCOUNT TOTAL				145.05			
082285	535500		WEARING APPAREL							
003216	J M H GRAPHICS	44235	2500352	2025 2	INV	P	250.00	111524	305712	APPAREL ORDER - OCT
			ACCOUNT TOTAL				250.00			
082285	606000		TELEPHONE AND TELEGRAPH							
002160	AT&T MOBILITY	287290252011X110524	0	2025 2	INV	P	46.03	111524	305644	MB2016-287/WIRELESS
			ACCOUNT TOTAL				46.03			
			ORG 082285 TOTAL				441.08			
FUND 082 COMMUNITY DEVELOP. BLOCK GRANT				TOTAL:			441.08			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
086300			SPEC SALES TAX/RECREATION MAIN						
086300	7295PR		CAPITAL PROJECTS						
050927	NICHOLSON PROFESSION MIDTOWN GREEN #9	0	2025 2	INV	P	143,407.99	111524	305763	FN 2024-427 MIDTOWN
			ACCOUNT TOTAL			143,407.99			
			ORG 086300 TOTAL			143,407.99			
	FUND 086 SPEC SALES TAX-P&R/UNIV IMPROV		TOTAL:			143,407.99			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
088603				PUBLIC SAFETY/REC CONSTRUCTION						
088603 729501				HALL AVENUE OVERPASS						
003764	NEEL-SCHAFFER INC	1098340	0	2025 2	INV	P	1,886.83	111524	305761	MB 2021-439 HALL AV
003764	NEEL-SCHAFFER INC	1099065	0	2025 2	INV	P	1,970.81	111524	305761	MB 2021-439 HALL AV
003764	NEEL-SCHAFFER INC	1100253	0	2025 2	INV	P	3,954.24	111524	305761	MB 2021-439 HALL AV
003764	NEEL-SCHAFFER INC	1100254 AUG 24	0	2025 2	INV	P	54,256.67	111524	305761	MB 2022-29 HALL AVE
003764	NEEL-SCHAFFER INC	1101142	0	2025 2	INV	P	40,046.96	111524	305761	MB 2022-29 HALL AVE
							102,115.51			
				ACCOUNT TOTAL			102,115.51			
088603 729575				GORDONS CRK BANK STABILIZATION						
003764	NEEL-SCHAFFER INC	1100255-1101143	0	2025 2	INV	P	4,881.64	111524	305761	MB 2023-17 GORDON C
				ACCOUNT TOTAL			4,881.64			
				ORG 088603 TOTAL			106,997.15			
FUND 088 PUBLIC SAFETY/REC CONSTRUCTION				TOTAL:			106,997.15			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
095635			2019 FIRE STATION CONSTRUCTION						
095635 725602			TIMBERTON CONCESSION/PRESSBOX						
050855 CULPEPPER CONSTRUCTI	TIMBERTONPAYAPP#5	0	2025 2	INV	P	85,782.09	111524	305680	TIMBERTON COMPLEX F
				ACCOUNT TOTAL		85,782.09			
				ORG 095635 TOTAL		85,782.09			
FUND 095 2019 FIRE STATION CONSTRUCTION				TOTAL:		85,782.09			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
097201				INFRA IMPROVE-INTRNT SALES TAX						
097201	729501			HALL AVENUE OVERPASS						
048667	R & J CONSTRUCTION	HALL AVE WEST #14	0	2025 2	INV	P	1,075,405.75	111524	305786	MB 2022-74 HALL AVE
				ACCOUNT TOTAL			1,075,405.75			
				ORG 097201 TOTAL			1,075,405.75			
FUND 097 INFRA IMPROVE-INTRNT SALES TAX				TOTAL:			1,075,405.75			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2025/1 TO 2025/2

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
098695		WATER METER PROJECTS							
098695 724200			WATER METERS						
004197 SHOWS DEARMAN & WAIT	24445	0	2025 2	INV	P	32,415.00	111524	305794	MB 2022-436 CITY WI
			ACCOUNT TOTAL			32,415.00			
			ORG 098695 TOTAL			32,415.00			
FUND 098 WATER METER BONDS			TOTAL:			32,415.00			

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
001	General Fund		1,943,961.45
002	PARKS & RECREATION FUND		82,688.97
009	WATER & SEWER OPERATION/MAINT.		600,772.78
011	WATER & SEWER FUND		2,643.64
072	MUNICIPAL ROAD & BRIDGE		88,885.99
073	MASS TRANSIT FUND		26,664.07
075	WATER&SEWER CONSTRUCTION FUND		116,361.59
077	COMMUNITY CENTERS' FUND		13,398.10
082	COMMUNITY DEVELOP. BLOCK GRANT		441.08
086	SPEC SALES TAX-P&R/UNIV IMPROV		143,407.99
088	PUBLIC SAFETY/REC CONSTRUCTION		106,997.15
095	2019 FIRE STATION CONSTRUCTION		85,782.09
097	INFRA IMPROVE-INTRNT SALES TAX		1,075,405.75
098	WATER METER BONDS		32,415.00
801	CLAIMS FUND	4,319,825.65	
	TOTAL	4,319,825.65	4,319,825.65

** END OF REPORT - Generated by Sherry Jackson **