Tuesday, July 7, 2026	**City Council**	**Council Chambers**
5:00 PM	**Tuesday Meeting Agenda**	**200 Forrest Street**

Call to Order

Prayer and Pledge of Allegiance

Presentation Agenda

Confirmation or Adjustment of the Agenda

Approval of Minutes for the June 15, 16 & 26, 2026 meetings of the City Council.

POLICY AGENDA

1.	**2026-517**	Approve Correction of April 6, 2026, Minutes Nunc Pro Tunc, previously approved on May 5, 2026.
2.	**2026-518**	Accept the Hattiesburg Historic Conservation Commission's decision to deny a request to paint brick on a structure for a property located at 2010 Brooklane Drive. The Hattiesburg Historic Conservation Commission voted to deny the petition on May 13th, 2026. The decision was appealed by Garrett and Devyn Wright on May 21, 2026.
3.	**2026-547**	Adopt an Ordinance repealing and replacing Ordinance No. 3060, adopted December 7, 2010, regulating the use of City streets by commercial trucks and designating permitted truck routes in the City of Hattiesburg, Mississippi.
4.	**2026-530**	Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties.
5.	**2026-537**	Approve Release of Lien documents filed in relation to Code Enforcement clean-up assessments per attached memo, authorize the Mayor to execute and record the same.
6.	**2026-505**	Adopt a Resolution approving the request for tax exemption filed by 28th Office, LLC for ad valorem tax exemption, except school district ad valorem taxes, for property

located in the Historic Preservation District at 622 Corinne Street in the amount of $70,959.02, for a period of seven (7) years, beginning January 1, 2027, and ending December 31, 2033; as authorized by Section 17-21-5 of the MS Code.

7. **2026-558** Adopt a Resolution approving settlement of a doubtful and disputed claim at PPIN 14951as attached and authorize the issuance of a manual check for the same.

8. **2026-543** Adopt a Resolution declaring a portion of Forrest County Parcel PPIN 39566 necessary for public use, establishing just compensation, authorizing the Mayor to make a fair market value offer related to the Elks Lake Road Bridge Replacement Project and authorize issuance of a manual check.

9. **2026-544** Adopt a Resolution declaring a portion of Forrest County parcels necessary for public use, establishing just compensation or waiver valuation, authorizing the Mayor to make a fair market value offer related to the Sullivan Drive Bridge Replacement Project and authorize issuance of a manual check.

10. **2026-541** Adopt a Resolution declaring surplus a certain parcel of City-owned property located at 418 Mobile Street, Parcel # 2-029G-03-552.00, and authorize sale and execution of a Quitclaim Deed in the amount of $2,500.00 in accordance with 21-17-1; authorize the Mayor and City Clerk to execute any and all necessary documentation for the same.

11. **2026-546** Adopt a Resolution declaring Police Canine Ivy as surplus property, authorizing her removal from the Police Department Inventory and approving donation to her handler, Officer Austin Super.

12. **2026-553** Adopt a Resolution authorizing the donation of two previously declared surplus vehicles to the City of Lumberton, Mississippi, and authorizing the Mayor to execute all documents necessary to complete the transfer.

13. **2026-528** Adopt a Resolution authorizing payment of additional funds for the acquisition of certain properties as ordered in the Agreed Final Judgment entered by the Forrest County Court in Civil Action No. 25-566 and authorize the issuance of a manual check in payment thereof.

14. **2026-514** Approve Contractor and Owner Agreements according to the Emergency Roof Repair Initiative Manual and authorize the Mayor to execute the same in duplicate.

15. **2026-549** Approve a Professional Service agreement between the City of Hattiesburg and Allen Engineering and Science Inc. for services related to MS4 Compliance and authorize the Mayor to execute in duplicate.

16. **2026-545** Approve Professional Services Agreement with Shows, Dearman and Waits, Inc. for engineering services related to the McLeod Street Bridge Repair Project and authorize the Mayor to execute in duplicate.

17. **2026-533** Approve Supplemental Agreement No 1 with Grady Crawford Construction Co. for the West 7th Street Infrastructure Rehabilitation Project to adjust quantities to actuals and reduce the contract amount by $15,296.55 for a final contract amount of $3,765,228.95 and authorize the Mayor to execute in multiples; authorize the final acceptance, publication and closeout of the project; and authorize payments of the final pay applications.

18. **2026-535** Approve Supplemental Agreement No. 1 with Grady Crawford Construction Co. for the East 2nd Street Area Infrastructure Improvements Project to adjust quantities to actuals and reduce the contract amount by $169,227.18 for a final contract amount of $2,155,555.82 and authorize the Mayor to execute in multiples; authorize the final acceptance, publication and closeout of the project; and authorize payments of the final pay applications.

19. **2026-536** Acknowledge bids received June 18, 2026, for the River Avenue Pedestrian Bridge project; accept the bid from Chris Albritton Construction Company, Inc. in the amount of $544,672.50, and authorize Mayor to execute the contract upon preparation.

20. **2026-539** Acknowledge receipt of closing documents for the Front Street Parklet project; approve Change Order No. 1 to adjust estimated quantities to actual quantities and reduce contract amount by $14,958.00 and authorize the Mayor to execute it; approve payment of final pay application to Fidelity and Deposit Company of Maryland as surety for Colony Construction, LLC; Authorize publication of Notice of Final Settlement; and authorize final acceptance of the project.

21. **2026-507** Acknowledge receipt of a letter received from the Department of Revenue granting ad valorem tax exemption to Zeon Chemicals, L.P., for a period not to exceed nine (9) years, commencing December 31, 2025, with a true total value of $860,020.00; adopt the final order allowing the same.

22. **2026-508** Acknowledge receipt of a letter received from the Department of Revenue granting ad valorem tax exemption to Wis-Pak of Hattiesburg, LLC, for a period not to exceed nine (9) years, commencing December 31, 2025, with a true total value of $1,129,372.00; adopt the final order allowing the same.

23. **2026-509** Acknowledge receipt of a letter received from the Department of Revenue granting ad valorem tax exemption to Resinall Corporation, for a period not to exceed nine (9) years, commencing December 31, 2025, with a true total value of $739,411.00; adopt the final order allowing the same.

24. **2026-510** Acknowledge receipt of a letter received from the Department of Revenue granting ad valorem tax exemption to Mississippi Tank Company, for a period not to exceed nine (9) years, commencing December 31, 2025, with a true total value of $167,533.00; adopt the final order allowing the same.

25. **2026-511** Acknowledge receipt of a letter received from the Department of Revenue granting ad valorem tax exemption to Georgia Pacific Consumer Operations, for a period not to exceed nine (9) years, commencing December 31, 2025, with a true total value of $4,132,782.00; adopt the final order allowing the same.

26. **2026-512** Acknowledge receipt of a letter received from the Department of Revenue granting ad valorem tax exemption to BP Rex Closures, LLC, for a period not to exceed nine (9) years, commencing December 31, 2025, with a true total value of $731,438.00; adopt the final order allowing the same.

27. **2026-540** Designate the Back Roads & Back Stories event, to be held July 18, 2026, at Midtown Green Park, as a city-approved event for the purposes described in Ordinance No. 3402.

28. **2026-548** Authorize submission of a grant application to the Substance Abuse and Mental Health Services Administration (SAMHSA) FY26 Treatment Drug Courts expansion program for $400,000. No match is required.

29. **2026-501** Authorize submission of grant application to the Mississippi Arts Commission (MAC) FY27 Building Fund for the Arts.

30. **2026-557** Ratify and confirm the Mayor's re-appointment of Eric Steele to the Hattiesburg School Board for a five (5) year term beginning March 7, 2026, and ending March 6, 2031.

ROUTINE AGENDA

1. **2026-529** Ratification of an executed grant application submitted to the Federal Aviation Administration for the Airport Improvement Program.

2. **2026-538** Acknowledge receipt of the Two-Quote Docket.

3. **2026-513** Approve and authorize issuance of manual checks for CDBG/HOME Claims attached.

4. **2026-533** Approve plans and specifications for the Tipton Street Lighting Project and authorize advertisement for bids.

5. **2026-534** Approve plans and specifications for the Gordon's Creek Linear Park - River District Project and authorize advertisement for bids.

6. **2026-542** Approve claims docket or the period ending June 30, 2026.

Budget Presentation

1. **2026-559** Water & Sewer Department – presented by Alan Howe, Director.

In Memoriam:

- Mrs. Lettie Lane Boney Taylor
- Mr. Richard C. Grant, Sr.
- Ms. Hilda Jeanette Carpenter
- Ms. Alaija Rahyn Brown
- Ms. Bernice Larkin
- Mrs. Linda Reed Johnson
- Mr. Jolly Walter Matthews, III
- Mr. John L. Dixon
- Ms. Andretta Marie English
- Mrs. Betty Lynn Jones Varner
- Mr. Charlie Vinson Jones

Meeting Adjourn

Memorandum

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

From: **Lisa Luu Jolly, Deputy Clerk of Council**

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

Date: **Tuesday, July 7, 2026**

Re: **Approve the minutes for the June 15, 16, & 26 2026 meetings of the City Council.**
File Number: 2026-449
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 July 7, 2026 City Council meeting for consideration.

Published Agenda

Monday, June 15, 2026
4:00 PM

City Council
Monday Meeting Agenda

Council Chambers
200 Forrest Street

Call to Order

Public Hearing

1.	**2026-440**	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 - 06 15 2026 1. 144 Geneva St - Case History 2. 210 & 212 Alcorn Ave - Case History 3. 404 E 7th St - Case History 4. 607 Hall Ave - Case History 5. 918 Mobile St - Case History 6. 920 Whitney St - Case History 7. 1009 Dewey St - Case History 8. 5422 Hwy 42 Bypass - Case History
2.	**2026-455**	Hold Public Hearing for the appeal filed by Louis Gagnet to appeal the Hattiesburg Planning Commission's action on the petitions filed by The Housing Authority for the City of Hattiesburg/Judy Mellard, Applicants, to close a portion of Kamper Street between Briarfield Street and E 2nd Street and a portion of E 3rd Street between Ryan Street and Gordon Street (Ward 2, Forrest County) and to alter a platted subdivision known as the Hardy and Scott Survey of the City of Hattiesburg Subdivision and request approval for a preliminary plat (Ward 2, Forrest County). The Hattiesburg Planning Commission voted to recommend approval of the petition on May 6th, 2026. Attachments: Filed Appeal Exhibit B&C_1

Agenda Review

Citizens' Forum

Meeting Recess

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Call to Order

BE IT REMEMBERED that the Hattiesburg City Council held **a Public Hearing at 4:00 PM on Monday, June 15, 2026,** in the Council Chambers at City Hall.

This meeting convened following the Council's adjourned scheduled regular meeting held on June 9, 2026.

***In attendance were** Mayor Toby Barker and members of the City Council Jeffrey George, Ward 1; Eric Boney, Ward 2; LeAnn Vance, Ward 3; Dave Ware, Ward 4; and Nicholas Brown, Ward 5.*

***Others in attendance were** 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.*

DRAFT

Council President Ware opened the Public Hearing on the listed unsafe properties at 4:00 p.m. and explained the procedures

Public Hearing

This Public Hearing is being held pursuant to Resolution No. 2026-98, adopted on May 19, 2026, and recorded in Minute Book 2024, Page 126, to determine whether the following properties are in such a state of uncleanliness as to constitute a menace to the health and safety of the community.

1.	**2026-440**	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 - 06 15 2026 1. 144 Geneva St - Case History 2. 210 & 212 Alcorn Ave - Case History 3. 404 E 7th St - Case History 4. 607 Hall Ave - Case History 5. 918 Mobile St - Case History 6. 920 Whitney St - Case History 7. 1009 Dewey St - Case History 8. 5422 Hwy 42 Bypass - Case History

Code Enforcement Division Manager, Whit Sanguinetti, provided a case overview and the violations for each property listed for consideration. He recommended that the Council adopt resolutions determining that the properties are in such a state of uncleanliness as to constitute a menace to the health and safety of the community. He further recommended that the resolutions specify a fifteen (15) day period for homeowners to remedy the violations and declared the City's intent to abate the violations and assess the cost, along with any applicable penalties, against the property if the violations were not resolved within that time frame.

Council President Ware called each listed property in order and first invited the property owner or their legal representative to speak on behalf of the property.

The following representatives spoke on behalf as the property was called:

- *Case No. 2 – 210 Alcorn Ave. [**Michael Albanese**, property owner]*
- *Case No. 8 – 5422 Highway 42 Bypass [**Christopher Lee**, inherited from 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 Ware closed the public hearing at 4:20 p.m. and proceeded with the Public Hearing for an Appeal filed by Louis Ganet.**

Council President Ware opened the Public Hearing on the appeal at 4:21 p.m. and explained the procedures.

2.	**2026-455**	Hold Public Hearing for the appeal filed by Louis Gagnet to appeal the Hattiesburg Planning Commission's action on the petitions filed by The Housing Authority for the City of Hattiesburg/Judy Mellard, Applicants, to close a portion of Kamper Street between Briarfield Street and E 2nd Street and a portion of E 3rd Street between Ryan Street and Gordon Street (Ward 2, Forrest County) and to alter a platted subdivision known as the Hardy and Scott Survey of the City of Hattiesburg Subdivision and request approval for a preliminary plat (Ward 2, Forrest County). The Hattiesburg Planning Commission voted to recommend approval of the petition on May 6th, 2026. Attachments: Filed Appeal Exhibit B&C_1

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

Council President Ware called upon **the appellant, Louis Gagnet**, to present his appeal.

Council President Ware then invited any members of the public who wished to speak on the appeal.

- Judy Mellard*, 515 E 4th St., appeared on behalf of the Housing Authority [AGAINST THE APPELLANT].*
- *Michael Bowen appeared on behalf of the Housing Authority [AGAINST THE APPELLANT].*

No other citizens came forward to offer comments.

Council President Ware then asked the appellant, Mr. Gagnet, whether he wished to offer a rebuttal.

Mr. Gagnet provided rebuttal comments.

By unanimous consent, **Council President Ware closed the public hearing at 4:51 p.m. and proceeded with the Agenda Review.**

Agenda Review

Council President Ware asked whether there were any adjustments to the agenda.

The Clerk of Council responded that there were and read aloud the following agenda adjustment:

- **On Policy Item #11, remove the conditions that were included in error.**
- **Remove Policy Item #34 at the request of the Administration.**

Council President Ware proceeded with the Agenda Review.

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

Citizens' Forum

Council Vice President George proceeded with the Citizens' Forum.

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

The following citizens addressed the Council:

- *Samantha Phillips, [705 Adeline Ave.]*
- *Rebecca Hamilton, [Lundy Lane]*

There being no other individuals wishing to speak, **Council Vice President George closed the Citizens' Forum.**

Executive Session

A MOTION was made by Council Vice President George **to ENTER CLOSED SESSION TO DETERMINE THE NEED TO ENTER EXECUTIVE SESSION** at 5:45 p.m.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

Council President Ware requested that the Chambers be cleared at this time.

DRAFT

A MOTION was made by Council Vice President George and seconded by Council Member Vance

to <u>ENTER EXECUTIVE SESSION</u> at 5:46 p.m. to discuss strategy sessions or negotiations with respect to prospective litigation, litigation, or the issuance of an appealable order when an open meeting would have a detrimental effect on the litigating position of the public body; and the transaction of business and discussion regarding the prospective purchase, sale, or leasing of lands, as an open meeting would have a detrimental effect on the City's litigating position, in accordance with *Mississippi Code Section § 25-41-7(4)(b) and (g)*.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

The City Attorney stepped into the hallway and announced that the Council had entered Executive Session to discuss potential litigation and economic development.

***Those present for the Executive Session were** Mayor Toby Barker; Council members Jeffrey George, Eric Boney, LeAnn Vance, Dave Ware and Nicholas Brown; Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Clerk of Council, Ronda Kennedy; Deputy Clerk of Council, Lisa Luu Jolly; Chief Administrative Officer, Ann Jones; Chief Financial Officer, Malcolm Berch; Police Chief, Hardy Sims; Fire Chief, Chris Carr; Director of Urban Development, Wiley Quinn; Director of Water & Sewer, Alan Howe; Director of Transportation and Engineering, Marybeth Bergin; Deputy Director of Transportation and Engineering, Hunter White; Director of Parks and Recreation, Betsy Mercier; Chief Communications Officer, John Arender; and Attorney Keith Turner of Watkins & Eager law firm.*

A MOTION was made by Council Vice President George and seconded by Council Member Boney

to <u>ADOPT</u> RESOLUTION NO. 2026-104 to increase rates for sewer services provided to Lamar Park Water and Sewer Association.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

A MOTION was made by Council Vice President George and seconded by Council Member Vance

to <u>RATIFY</u> the lease agreement executed by the Mayor for an additional acre under the lease agreement between the City of Hattiesburg and the State of Mississippi Military Department, affirming that the property is not needed for governmental purposes or municipal operations.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

A MOTION was made by Council Vice President George and seconded by Council Member Vance

to <u>EXIT</u> Executive Session and **<u>RE-OPEN</u>** the meeting to the public at 6:02 p.m.

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There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

Council President Ware called the meeting back to order in open session.

Meeting Recess

Council President Ware declared the meeting recessed at 6:03 PM on this 15th day of June 2026, by unanimous consent, until the 16th of June 2026.

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APPROVAL OF MINUTES AND CERTIFICATION

ATTEST:	**APPROVE:**
Clerk of Council	**Council President**
ATTEST AND CERTIFY:	**APPROVE:**
City Clerk	**Mayor**

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Published Agenda

Tuesday, June 16, 2026
5:00 PM

City Council
Tuesday Meeting Agenda

Council Chambers
200 Forrest Street

Call to Order

Prayer and Pledge of Allegiance

Presentation Agenda

Confirmation or Adjustment of the Agenda

Approval of Minutes for the June 1, 2 & 9, 2026 meetings of the City Council.

POLICY AGENDA

p.	**1. 2026-363**	Adopt an Ordinance to close a portion of Kemper St. between Briarfield St. and E 2nd St. and a portion of E 3rd St. between Ryan St. and Gordon St. (Ward 2, Forrest County). The Hattiesburg Planning Commission voted to recommend approval on May 6, 2026.
p.	**2. 2026-364**	Accept the Planning Commission's recommendation to approve an alteration of a platted subdivision known as the Hardy and Scott Survey of the City of Hattiesburg Subdivision and a preliminary plat (Ward 2, Forrest County). The Hattiesburg Planning Commission voted to recommend approval on May 6, 2026.
p.	**3. 2026-410**	Adopt an Ordinance authorizing a request for a zoning change from R-1C to A-2 for a property located at 321 North Hattiesburg Ave. (PPIN 12337, Forrest County, Ward 5). The Hattiesburg Planning Commission recommended approval on June 3, 2026.
p.	**4. 2026-411**	Adopt an Ordinance authorizing a request for a zoning change from R-1C to A-2 for a property located on N Hattiesburg Ave. (PPIN 47150, Forrest County, Ward 5). The Hattiesburg Planning Commission recommended approval on June 3, 2026.
p.	**5. 2026-412**	Accept the Planning Commission's recommendation to approve an alteration to a subdivision known as the "Toomer Subdivision" and for approval of a preliminary plat for a property located at 321 North Hattiesburg Ave. (PPINs 12337 and 47150, Forrest County, Ward 5).
p.	**6. 2026-289**	Accept the Board of Adjustment's recommendation to approve a request for a variance from the minimum lot size requirement for an A-2 zoned property of 43,560 sq. ft. (1 acre) to allow for 21,780 (0.5 acre) for a property located on N Hattiesburg Ave. (PPIN 47150, Forrest County, Ward 5).
p.	**7. 2026-406**	Adopt an Ordinance to close a portion of an alley located within the Monte Vista Terrace Subdivision, behind 203 S 29th Ave. (PPIN 20799, Ward 3, Forrest County). The Hattiesburg Planning Commission recommended approval, with conditions, on June 3, 2026. Recommended condition: • For the City to retain a utility easement in the vacated portion.
p.	**8. 2026-407**	Accept the Planning Commission's recommendation to approve an alteration to a platted subdivision known as the "Avenue of Pines for an MX-3 zoned property located at 203 S 29th Ave. (PPIN 20799 & 20802, Ward 3, Forrest County).
p.	**9. 2026-405**	Accept the Planning Commission's recommendation to approve an alteration to a platted subdivision known as "Fortieth Place Subdivision - Phase 1" for a property located at 121 Lundy Ln. (PPIN 20977, Lamar County, Ward 3).
p.	**10. 2026-413**	Accept the Planning Commission's recommendation to approve with conditions a conditional use approval for a "group care home" for a property located at 910 Tipton St. (PPIN 22017, Forrest County, Ward 2). Recommended condition: • A maximum of 4 residents in the home.
p.	**11. 2026-408**	Accept the Planning Commission's recommendation to approve, a request for a conditional use approval for "Dwelling, Multi-Family" for a B-2 zoned property located at 241 Short Columbia St. (PPIN 23928, Forrest County, Ward 2).
p.	**12. 2026-404**	Accept the Board of Adjustment's recommendation to approve a request for a variance from the maximum floor area requirement for structures accessory to residential uses of 33% of the primary structure to instead allow for 102% for an R-1B zoned property located at 217 N 23rd Ave. (PPIN 16123, Forrest County, Ward 4).

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p.	**13. 2026-452**	Adopt a Resolution finding and determining that the Resolution adopted on May 5, 2026, was duly published as required by law; that no sufficient protest described in said Resolution has been filed by the qualified electors of the City of Hattiesburg, Mississippi; and for related matters.
p.	**14. 2026-441**	Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.

Case No.	Address	PPIN
1.	144 Geneva St.	22231
2.	210 Alcorn Ave.	26830
3.	404 E 7th St.	25740
4.	607 Hall Ave.	12858
5.	918 Mobile St.	25681
6.	920 Whitney St.	25590
7.	1009 Dewey St.	15180
8.	5422 Highway 42 Bypass	20645

p.	**15. 2026-445**	Approve Release of Lien documents filed in relation to Code Enforcement clean-up assessments per attached memo; and authorize the Mayor to execute and record the same.
p.	**16. 2026-456**	Adopt the June 16, 2026 Amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2026; and Adopt a Resolution authorizing publication for funds in excess of 10% of the originally appropriated fund balance.
p.	**17. 2026-431**	Adopt a Resolution authorizing submission of a grant application to the Federal Emergency Management Agency (FEMA) FY25 Assistance to Firefighters Grant Program to fund the purchase of a Pierce Saber Pumper for an estimated cost of $989,528.94 ($890,576.05 federal share and $98,952.89 local share).
p.	**18. 2026-479**	Adopt a Resolution authorizing the submission of an application for the railroad crossing elimination grant program for downtown Hattiesburg at-grade mobility and safety planning; and authorize the Mayor to act as representative of the city in this matter and to execute any and all documents necessary.
p.	**19. 2026-480**	Adopt a Resolution authorizing the submission of an application for the consolidated railroad infrastructure and safety improvements grant program for downtown Hattiesburg at-grade mobility and safety planning; and authorize the Mayor to act as representative of the City in this matter and to execute any and all documents necessary.
p.	**20. 2026-481**	Adopt a Resolution amending Resolution No. 2026-36 to revise the approved ad valorem tax exemption granted to The Komp, LLC for the property located at 319 East Pine St. to $621,740.00 based upon updated assessment information.
p.	**21. 2026-482**	Adopt a Resolution amending Resolution No. 2026-12 to revise the approved ad valorem tax exemption granted to Trace West, LLC for the property located at 129 Jackson St. to $32,840.00 based upon updated assessment information.
p.	**22. 2026-483**	Adopt a Resolution amending Resolution No. 2026-43 to revise the approved ad valorem tax exemption for the property located at 311 Williams Street to $6,500.00 and to reflect the current ownership of Two Roads, LLC based upon updated assessment information.
p.	**23. 2026-477**	Approve Agreement between the City of Hattiesburg and Express Employment Services; and authorize the Mayor to execute the same.
p.	**24. 2026-443**	Approve Maintenance Agreement between City of Hattiesburg and Doleac Electric Company, Inc., to provide generator maintenance professional services; and authorize the Mayor to execute the same.
p.	**25. 2026-439**	Approve an Agreement between the City of Hattiesburg and Powers of Mississippi to provide professional preventive maintenance and inspection services related to the building automation and controls system at the Hattiesburg Police Safety Complex; and authorize the Mayor to execute the same.
p.	**26. 2026-448**	Approve Memorandum of Understanding (MOU) between the City of Hattiesburg and Christian Services to provide supportive services for the homeless in Hattiesburg.
p.	**27. 2026-437**	Approve Amendment to Agreement between the City of Hattiesburg and Mississippi Department of Archives and History, acknowledging the increased award amount of $285,200 for CHPG #2020-005.
p.	**28. 2026-447**	Approve the renewal of the Professional Services Agreement between the City of Hattiesburg and Frye Environmental, LLC for Environmental Review Consulting Services for the Community Development Division's HUD-funded programs, including environmental review and compliance services associated with CDBG, HOME; and authorize the Mayor to execute the same.
p.	**29. 2026-454**	Approve Certificate of Substantial Completion for the Katie-Dabbs Community Center Renovation Project; and authorize the Mayor to execute any related documents associated with the Certificate of Substantial Completion.
p.	**30. 2026-442**	Designate the Back Roads & Back Stories event, to be held June 18, 2026, at Midtown Green Park, as a city-approved event for the purposes described in Ordinance No. 3402.
p.	**31. 2026-435**	Approve and declare the purchase of Stalker Radar Systems for the Hattiesburg Police Department from Applied Concepts Inc. as a sole source purchase as provided for in Section 31-7-13(viii), of the Mississippi Code of 1972, based on information attached.
p.	**32. 2026-438**	Approve a Sponsorship Agreement between the City of Hattiesburg and IMG College (Learfield) for advertising sponsorship in accordance with MS Code, 17-3-1, in an amount not to exceed $6,500.00; and authorize a manual check.

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p.	**33. 2026-478**	Approve the C Spire Wireless installation services quote for the City's wireless broadband expansion project in the amount of $14,575.00; and authorize the Mayor to execute the same.
p.	**34. 2026-484**	**Removed.**
p.	**35. 2026-485**	Declare the Archer 1200 Barrier System and related equipment to be a sole source procurement and approve the purchase in the amount of $129,785.18 pursuant to Miss. Code Ann. § 31-7-13(m)(viii), as amended.

ROUTINE AGENDA

p.	**1. 2026-424**	Acknowledge receipt of request filed by Garrett and Devyn Wright to appeal the Hattiesburg Historic Conservation Commission's action on the petition filed by Garrett and Devyn Wright, Applicants, to paint the brick on a structure for a property located at 2010 Brooklane Dr. The Hattiesburg Historic Conservation Commission voted to deny the petition on May 13, 2026. Set a public hearing before the City Council on July 6, 2026, at 4:00 pm; and authorize the publication of a Public Notice setting an Appeal Public Hearing.
p.	**2. 2026-446**	Acknowledge receipt of the monthly budget report for the month ending May 31, 2026.
p.	**3. 2026-474**	Acknowledge receipt of executed Exercise of Option from the Mississippi Military Department for property leased at minute book # adopted at 2025-440 on May 9, 2025.
p.	**4. 2026-451**	Approve Specifications; and authorize publication of an advertisement for various term bid items #6,7,8,13.17,21,23, & 28 for the City of Hattiesburg Water Department.
p.	**5. 2026-436**	Approve and authorize the release of a Request for Proposals (RFP) for CDBG Public Services activities within the Community Development Division.
p.	**6. 2026-453**	Approve and authorize issuance of manual checks for CDBG/HOME Claims per attached.
p.	**7. 2026-444**	Approve the City's purchase of (2) two grave spaces, located in Section 38, Lot 81, of the North East (NE1/4) Quarter at Highland Cemetery, in the amount of $350.00 from Ernie & Judy Pierce; and authorize manual check for the same.
p.	**8. 2026-475**	Approve claims docket for the period ending for the period ending June 12, 2026.

In Memoriam:

Meeting Adjourn

****

Call to Order

BE IT REMEMBERED that the Hattiesburg City Council held a **regular meeting at 5:00 PM on June 16, 2026**, in the **Council Chambers at City Hall,** *this being the reconvened session of the recessed meeting held on June 15, 2026.*

***In attendance were** Mayor Toby Barker and members of the City Council Jeffrey George, Ward 1; Eric Boney, Ward 2; LeAnn Vance, Ward 3; Dave Ware, Ward 4; and Nicholas Brown, Ward 5.*

***Others in attendance were** 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 Ware Called the meeting to order at 5:00 p.m.

Prayer and Pledge of Allegiance

The prayer was given by *Officer David Matos.*

The Pledge of Allegiance was led by *City Clerk, Kermas Eaton*.

Presentation Agenda

The PRESENTATION AGENDA came before the Council.

There were no presentations at this time.

Confirmation or Adjustment of the Agenda

DRAFT

THE MATTER OF THE AGENDA ORDER was before the Council.

Council President Ware asked whether there were any adjustments to the agenda.

The Clerk of Council responded that there were none.

A MOTION was made by Council Vice President George and seconded by Council Member Vance

to APPROVE the agenda as presented.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

Approval of Minutes

2026-487	Approve the minutes for the June 1, 2 & 9, 2026 meetings of the City Council. Attachments: DRAFT - 06-01-2026 AR, WS Mins. DRAFT - 06-02-2026 Mins. DRAFT - 06-09-2026 SCM XS Mins.

Council President Ware asked whether there were any amendments to the minutes.

*There being none, the minutes were **APPROVED** as presented.*

POLICY AGENDA

THE POLICY AGENDA was then considered.

1.	**2026-363** [ORD#3413]	Adopt an Ordinance to close a portion of Kemper St. between Briarfield St. and E 2nd St. and a portion of E 3rd St. between Ryan St. and Gordon St. (Ward 2, Forrest County). The Hattiesburg Planning Commission voted to recommend approval on May 6, 2026. Attachments: Item B and C- Staff Report- Briarfield- Street Alley Closure and subdivision 208 Gordon Street-Briarfield Homes-11-06-25-NOTES 208 Gordon Street-Briarfield Homes-01-08-26-SITE PLAN NOTES 208 Gordon Street-Briarfield Homes-03-05-26-SITE PLAN REVNOTES City Public Hearing_Briarfield Homes Vacated Streets - PH App BRIARFIELD HOMES REDEVELOPMENT- Site Plan Minutes- May 2026- HPC Ordinance - Kamper and 3rd Street

A MOTION was made by Council Vice President George and seconded by Council Member Brown

to ADOPT ORDINANCE NO. 3413 to close a portion of Kemper St. between Briarfield St. and E 2nd St. and a portion of E 3rd St. between Ryan St. and Gordon St.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

2.	**2026-364** *[Subdivision Alteration – Approved]*	Accept the Planning Commission's recommendation to approve an alteration of a platted subdivision known as the Hardy and Scott Survey of the City of Hattiesburg Subdivision and a preliminary plat (Ward 2, Forrest County). The Hattiesburg Planning Commission voted to recommend approval on May 6, 2026. Attachments: Item B and C- Staff Report- Briarfield- Street Alley Closure and subdivision 208 Gordon Street- Briarfield-0724-25-NOTES 208 Gordon Street- Briarfield-09-11-25-NOTES 208 Gordon Street-Briarfield Homes-11-06-25-NOTES 208 Gordon Street-Briarfield Homes-01-08-26-SITE PLAN REVIEW NOTES 208 Gordon Street-Briarfield Homes-03-05-26-SITE PLAN REVIEW NOTES City Public Hearing_Briarfield Homes Vacated Streets - PH App

DRAFT

		17-1-23 - Subdivision_Modification application, City Public Hearing_Briarfield Homes Vacated Streets - Page_12 Subdivision App BRIARFIELD HOMES REDEVELOPMENT- Site Plan Minutes-May 2026- HPC

A MOTION was made by Council Vice President George and seconded by Council Member Brown

to ACCEPT recommendation to approve an alteration of a platted subdivision known as the Hardy and Scott Survey of the City of Hattiesburg Subdivision and a preliminary plat.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

3.	**2026-410** [ORD#3414]	Adopt an Ordinance authorizing a request for a zoning change from R-1C to A-2 for a property located at 321 North Hattiesburg Ave. (PPIN 12337, Forrest County, Ward 5). The Hattiesburg Planning Commission recommended approval on June 3, 2026. Attachments: Item C Staff Report- 321 N Hattiesburg Avenue- Zoning Change Request Rezone_Application_CC Ordinance - Zoning Change R-1C to A-2N Hattiesburg (PPIN 12337; Moody Parcel) HPC Minutes - June 2026- Edited

A MOTION was made by Council Member Brown and seconded by Council Vice President George

to ADOPT ORDINANCE NO. 3414 authorizing a request for a zoning change from R-1C to A-2 for a property located at 321 North Hattiesburg Ave. (PPIN 12337).

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

4.	**2026-411** [ORD#3415]	Adopt an Ordinance authorizing a request for a zoning change from R-1C to A-2 for a property located on N Hattiesburg Ave. (PPIN 47150, Forrest County, Ward 5). The Hattiesburg Planning Commission recommended approval on June 3, 2026. Attachments: Item D Staff Report- McIntyre N Hattiesburg Avenue- Zoning Change Request N_Hattiesburg- McIntyre Property-09-18-25-NOTES WD N Washington - MCINTYRE_w_Survey1 McIntyre Rezone- Application PH, HPC Minutes - June 2026- Edited Ord - Zone Change - N Hattiesburg (PPIN 47150; McIntire Parcel) R-1C to A-2

A MOTION was made by Council Member Brown and seconded by Council Vice President George

to ADOPT ORDINANCE NO. 3415 authorizing a request for a zoning change from R-1C to A-2 for a property located on N Hattiesburg Ave. (PPIN 47150).

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

5.	**2026-412** *[Subdivision Alteration – Approved]*	Accept the Planning Commission's recommendation to approve an alteration to a subdivision known as the "Toomer Subdivision" and for approval of a preliminary plat for a property located at 321 North Hattiesburg Ave. (PPINs 12337 and 47150, Forrest County, Ward 5). Attachments: Item E Staff Report- Moody & McIntyre N Hattiesburg Ave- Subdiv Request McINTYRE AND MOODY PLAT, N Hattiesburg Subdivision Application Documents HPC Minutes - June 2026- Edited

DRAFT

A MOTION was made by Council Member Brown and seconded by Council Vice President George

to <u>ACCEPT</u> recommendation to approve an alteration to a subdivision known as the "Toomer Subdivision" and for approval of a preliminary plat for a property located at 321 North Hattiesburg Ave. (PPINs 12337 and 47150).

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

6.	**2026-289**	Accept the Board of Adjustment's recommendation to approve a request for a variance from the min. lot size requirement for an A-2 zoned property of 43,560 sq. ft. (1 acre) to allow for 21,780 (0.5 acre) for a property located on N Hattiesburg Ave. (PPIN 47150, Forrest County, Ward 5).
	[Variance – Approved]	
		<u>Attachments</u>: <u>Item C Staff Report- McIntyre Lot Size, McIntyre Rezone- Application PH N_Hattiesburg- McIntyre Property-09-18-25-NOTES</u> <u>Minutes- June 2026- BOA</u>

A MOTION was made by Council Member Brown and seconded by Council Vice President George

to <u>ACCEPT</u> recommendation to approve a request for a variance from the minimum lot size requirement to allow a 21,780 sq. ft. (0.5 acre) lot for a property located on N. Hattiesburg Ave. (PPIN 47150).

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

7.	**2026-406** [ORD #3416]	Adopt an Ordinance to close a portion of an alley located within the Monte Vista Terrace Subdivision, behind 203 S 29th Ave. (PPIN 20799, Ward 3, Forrest County). The Hattiesburg Planning Commission recommended approval, with conditions, on June 3, 2026. Recommended condition: • For the City to retain a utility easement in the vacated portion.
	[Alley Closure – Ordinance Adopted with Condition]	
		<u>Attachments</u>: <u>Item F and G Staff Report- 203 S 29th Avenue- Alley Closure and Subdivision</u> <u>203 S_29th Ave-Public Hearing Application</u> <u>Survey of Property being Exchanged</u> <u>HPC_Minutes - June 2026- Edited</u> <u>Ordinance - Monte Vista Terrace Partial Street Closure</u>

A MOTION was made by Council Member Vance and seconded by Council Vice President George

to <u>ADOPT</u> ORDINANCE NO. 3416 to close a portion of an alley located within the Monte Vista Terrace Subdivision, behind 203 S 29th Ave. (PPIN 20799), *with the condition that the City retain a utility easement within the vacated portion.*

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

8.	**2026-407**	Accept the Planning Commission's recommendation to approve an alteration to a platted subdivision known as the "Avenue of Pines for an MX-3 zoned property located at 203 S 29th Ave. (PPIN 20799 & 20802, Ward 3, Forrest County).
	[Subdivision Alteration – Approved]	
		<u>Attachments</u>: <u>Item F and G Staff Report- 203 S 29th Avenue- Alley Closure and Subdivision</u> <u>203 S_29th Ave-Public Hearing Application</u> <u>Survey of Property being Exchanged</u> <u>Subdivision Modification application</u>

DRAFT

	HPC Minutes - June 2026- Edited

A MOTION was made by Council Member Vance and seconded by Council Vice President George

to ACCEPT recommendation to approve an alteration to a platted subdivision known as the "Avenue of Pines for an MX-3 zoned property located at 203 S 29th Ave. (PPIN 20799 & 20802).

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

9. 2026-405 *[Subdivision Alteration – Approved]*	Accept the Planning Commission's recommendation to approve an alteration to a platted subdivision known as "Fortieth Place Subdivision - Phase 1" for a property located at 121 Lundy Ln. (PPIN 20977, Lamar County, Ward 3). Attachments: Item A Staff Report-Canopy School-Subdivision Request Canopy School Subdivision- Application Public Hearing HPC Minutes - June 2026- Edited

A MOTION was made by Council Member Vance and seconded by Council Member Brown

to ACCEPT recommendation to approve an alteration to a platted subdivision known as "Fortieth Place Subdivision - Phase 1" for a property located at 121 Lundy Ln. (PPIN 20977).

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

10. 2026-413 *[Conditional Use – Approved with Condition]*	Accept the Planning Commission's recommendation to approve with conditions a conditional use approval for a "group care home" for a property located at 910 Tipton St. (PPIN 22017, Forrest County, Ward 2). Recommended condition: • A maximum of 4 residents in the home. Attachments: Item B Staff Report- 910 Tipton Street- Conditional Use Request 910 Tipton- Application PH 910 Tipton Street-Legacy of Life-03-19-26-PRE APP NOTES HPC Minutes - June 2026- Edited 910 Tipton - Exhibit B-1

A MOTION was made by Council Member Boney and seconded by Council Member Brown

to ACCEPT recommendation to approve *with the condition that the group care home be limited to a maximum of four (4) residents*, for a property located at 910 Tipton St. (PPIN 22017).

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

11. 2026-408 *[Conditional Use – Approved]*	Accept the Planning Commission's recommendation to approve, a request for a conditional use approval for "Dwelling, Multi-Family" for a B-2 zoned property located at 241 Short Columbia St. (PPIN 23928, Forrest County, Ward 2). Attachments: Item H Staff Report- 241 Short Columbia Street- Conditional Use Request 241 Short Columbia Street- Public Hearing Application HPC Minutes - June 2026- Edited

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A MOTION was made by Council Member Boney and seconded by Council Member Brown

to <u>ACCEPT</u> recommendation to approve a request for a conditional use for a "Dwelling, Multi-Family" on property located at 241 Short Columbia St. (PPIN 23928).

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

12.	**2026-404** *[Variance – Approved]*	Accept the Board of Adjustment's recommendation to approve a request for a variance from the maximum floor area requirement for structures accessory to residential uses of 33% of the primary structure to instead allow for 102% for an R-1B zoned property located at 217 N 23rd Ave. (PPIN 16123, Forrest County, Ward 4). <u>Attachments</u>: <u>217 N 23rd Avenue- Public Hearing Application</u> <u>Site Plan</u> <u>Minutes- June 2026- BOA</u>

A MOTION was made by Council Member Brown and seconded by Council Vice President George

to <u>ACCEPT</u> recommendation to approve a variance to allow an accessory structure floor area of 102% of the primary structure for property located at 217 N. 23rd Ave. (PPIN 16123).

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

13.	**2026-452** [RES #2026-105]	Adopt a Resolution finding and determining that the Resolution adopted on May 5, 2026, was duly published as required by law; that no sufficient protest described in said Resolution has been filed by the qualified electors of the City of Hattiesburg, Mississippi; and for related matters. <u>Attachments</u>: <u>MDB Hattiesburg- 2026 Bonds (244690) - No Protest Res.(6_16_2026_mtg)</u> <u>Proof</u>

A MOTION was made by Council Vice President George and seconded by Council Member Brown

to <u>ADOPT</u> RESOLUTION NO. 2026-105 finding and determining that the Resolution adopted on May 5, 2026, was duly published as required by law; that no sufficient protest described in said Resolution has been filed by the qualified electors of the City of Hattiesburg, Mississippi; and for related matters.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

14.	**2026-441** [RES #2026-106-113]	Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community. <u>Case No.</u> <u>Address</u> <u>PPIN</u> 1. 144 Geneva St. 22231 2. 210 Alcorn Ave. 26830 3. 404 E 7th St. 25740 4. 607 Hall Ave. 12858 5. 918 Mobile St. 25681 6. 920 Whitney St. 25590 7. 1009 Dewey St. 15180 8. 5422 Highway 42 Bypass 20645 <u>Attachments</u>: <u>Adopt Resolution to Condemn Memo 06 16 2026</u> <u>1. 144 Geneva St - Condemnation Resolution</u> <u>2. 210 & 212 Alcorn Ave - Condemnation Resolution</u> <u>3. 404 E 7th St - Condemnation Resolution</u>

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		4. 607 Hall Ave - Condemnation Resolution 5. 918 Mobile St - Condemnation Resolution 6. 920 Whitney St - Condemnation Resolution 7. 1009 Dewey St - Condemnation Resolution 8. 5422 Hwy 42 Bypass - Condemnation Resolution

A MOTION was made by Council Vice President George and seconded by Council Member Brown

to ADOPT RESOLUTIONS NO. 2026-106 through 2026-113 condemning the following properties as unclean and a menace to the health and safety of the community.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

15.	**2026-445**	Approve Release of Lien documents filed in relation to Code Enforcement clean-up assessments per attached memo; and authorize the Mayor to execute and record the same. Attachments:

A MOTION was made by Council Vice President George and seconded by Council Member Brown

to APPROVE Release of Lien documents filed in relation to Code Enforcement clean-up assessments per attached memo; **and AUTHORIZE** the Mayor to execute and record the same.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

16.	**2026-456** [RES #2026-114]	Adopt the June 16, 2026 Amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2026; and Adopt a Resolution authorizing publication for funds in excess of 10% of the originally appropriated fund balance. Attachments: 4 TNPRCT JUNE 16 2026 June 16th Budget Amendment Packet

A MOTION was made by Council Vice President George and seconded by Council Member Vance

to ADOPT Adopt the June 16, 2026 Amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2026; **and Adopt RESOLUTION NO. 2026-114** authorizing publication for funds in excess of 10% of the originally appropriated fund balance.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

17.	**2026-431** [RES #2026-115]	Adopt a Resolution authorizing submission of a grant application to the Federal Emergency Management Agency (FEMA) FY25 Assistance to Firefighters Grant Program to fund the purchase of a Pierce Saber Pumper for an estimated cost of $989,528.94 ($890,576.05 federal share and $98,952.89 local share). Attachments: FY 25 AFG NOFO AFG Application Checklist Items AFG Resolution Draft

A MOTION was made by Council Vice President George and seconded by Council Member Vance

DRAFT

to ADOPT RESOLUTION NO. 2026-115 authorizing submission of a grant application to the Federal Emergency Management Agency (FEMA) FY25 Assistance to Firefighters Grant Program to fund the purchase of a Pierce Saber Pumper for an estimated cost of $989,528.94 ($890,576.05 federal share and $98,952.89 local share).

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

18.	**2026-479** [RES #2026-116]	Adopt a Resolution authorizing the submission of an application for the railroad crossing elimination grant program for downtown Hattiesburg at-grade mobility and safety planning; and authorize the Mayor to act as representative of the city in this matter and to execute any and all documents necessary. Attachments: Hattiesburg RCE FY25-FY26 Planning Grant Draft Resolution

A MOTION was made by Council Vice President George and seconded by Council Member Brown

to ADOPT RESOLUTION NO. 2026-116 authorizing the submission of an application for the railroad crossing elimination grant program for downtown Hattiesburg at-grade mobility and safety planning;

and AUTHORIZE the Mayor to act as representative of the city in this matter and to execute any and all documents necessary.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

19.	**2026-117** [RES #2026-117]	Adopt a Resolution authorizing the submission of an application for the consolidated railroad infrastructure and safety improvements grant program for downtown Hattiesburg at-grade mobility and safety planning; and authorize the Mayor to act as representative of the City in this matter and to execute any and all documents necessary. Attachments: Hattiesburg CRISI FY25-FY26 Planning Grant Draft Resolution

A MOTION was made by Council Vice President George and seconded by Council Member Brown

to ADOPT RESOLUTION NO. 2026-117 authorizing the submission of an application for the consolidated railroad infrastructure and safety improvements grant program for downtown Hattiesburg at-grade mobility and safety planning; **and AUTHORIZE** the Mayor to act as representative of the City in this matter and to execute any and all documents necessary.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

20.	**2026-481** [RES #2026-118]	Adopt a Resolution amending Resolution No. 2026-36 to revise the approved ad valorem tax exemption granted to The Komp, LLC for the property located at 319 East Pine St. to $621,740.00 based upon updated assessment information. Attachments: Eaton -Memo, Assessors Revisions Amended Resolution-KOMP

A MOTION was made by Council Vice President George and seconded by Council Member Brown

DRAFT

to ADOPT RESOLUTION NO. 2026-118 amending Resolution No. 2026-36 to revise the approved ad valorem tax exemption granted to The Komp, LLC for the property located at 319 East Pine St. to $621,740.00 based upon updated assessment information.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

21.	**2026-482** [RES #2026-119]	Adopt a Resolution amending Resolution No. 2026-12 to revise the approved ad valorem tax exemption granted to Trace West, LLC for the property located at 129 Jackson St. to $32,840.00 based upon updated assessment information. Attachments: Eaton-Memo Assessors Revisions Revised Resolution

A MOTION was made by Council Member Brown and seconded by Council Vice President George

to ADOPT RESOLUTION NO. 2026-119 amending Resolution No. 2026-12 to revise the approved ad valorem tax exemption granted to Trace West, LLC for the property located at 129 Jackson St. to $32,840.00 based upon updated assessment information.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

22.	**2026-483** [RES #2026-120]	Adopt a Resolution amending Resolution No. 2026-43 to revise the approved ad valorem tax exemption for the property located at 311 Williams Street to $6,500.00 and to reflect the current ownership of Two Roads, LLC based upon updated assessment information. Attachments: Memo- Eaton Assessors Revisions Resolution

A MOTION was made by Council Vice President George and seconded by Council Member Brown

to ADOPT RESOLUTION NO. 2026-120 amending Resolution No. 2026-43 to revise the approved ad valorem tax exemption for the property located at 311 Williams Street to $6,500.00 and to reflect the current ownership of Two Roads, LLC based upon updated assessment information.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

23.	**2026-447**	Approve Agreement between the City of Hattiesburg and Express Employment Services; and authorize the Mayor to execute the same. Attachments: Express Employment Agreement

A MOTION was made by Council Member Brown and seconded by Council Vice President George

to APPROVE Agreement between the City of Hattiesburg and Express Employment Services;

and AUTHORIZE the Mayor to execute the same.

DRAFT

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

24.	**2026-443**	Approve Maintenance Agreement between City of Hattiesburg and Doleac Electric Company, Inc., to provide generator maintenance professional services; and authorize the Mayor to execute the same. Attachments: Proposal City Hattiesburg Generator Maint 2026

A MOTION was made by Council Vice President George and seconded by Council Member Brown

to APPROVE Maintenance Agreement between City of Hattiesburg and Doleac Electric Company, Inc., to provide generator maintenance professional services; **and AUTHORIZE** the Mayor to execute the same.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

25.	**2026-439**	Approve an Agreement between the City of Hattiesburg and Powers of Mississippi to provide professional preventive maintenance and inspection services related to the building automation and controls system at the Hattiesburg Police Safety Complex; and authorize the Mayor to execute the same. Attachments: HPD Monthly Preventive Maintenance Service Agreement

A MOTION was made by Council Vice President George and seconded by Council Member Brown

to APPROVE an agreement between the City of Hattiesburg and Powers of Mississippi to provide professional preventive maintenance and inspection services related to the building automation and controls system at the Hattiesburg Police Safety Complex; **and AUTHORIZE** the Mayor to execute the same.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

26.	**2026-448**	Approve Memorandum of Understanding (MOU) between the City of Hattiesburg and Christian Services to provide supportive services for the homeless in Hattiesburg. Attachments: MOA COH & Christian Services

A MOTION was made by Council Member Brown and seconded by Council Member Boney

to APPROVE Memorandum of Understanding (MOU) between the City of Hattiesburg and Christian Services to provide supportive services for the homeless in Hattiesburg.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

27.	**2026-437**	Approve Amendment to Agreement between the City of Hattiesburg and Mississippi Department of Archives and History, acknowledging the increased award amount of $285,200 for CHPG #2020-005. Attachments: MOA Amendment add. Funds - G.L.Hawkins Elementary School Renovations

DRAFT

A MOTION was made by Council Vice President George and seconded by Council Member Boney

to APPROVE Amendment to Agreement between the City of Hattiesburg and Mississippi Department of Archives and History, acknowledging the increased award amount of $285,200 for CHPG #2020-005.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

28.	**2026-447**	Approve the renewal of the Professional Services Agreement between the City of Hattiesburg and Frye Environmental, LLC for Environmental Review Consulting Services for the Community Development Division's HUD-funded programs, including environmental review and compliance services associated with CDBG, HOME; and authorize the Mayor to execute the same. Attachments: CDD Environmental Review Services Agreement 6.16.26

A MOTION was made by Council Vice President George and seconded by Council Member Boney

to APPROVE the renewal of the Professional Services Agreement between the City of Hattiesburg and Frye Environmental, LLC for Environmental Review Consulting Services for the Community Development Division's HUD-funded programs, including environmental review and compliance services associated with CDBG, HOME; **and AUTHORIZE** the Mayor to execute the same.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

29.	**2026-454**	Approve Certificate of Substantial Completion for the Katie-Dabbs Community Center Renovation Project; and authorize the Mayor to execute any related documents associated with the Certificate of Substantial Completion. Attachments: Katie-Dabbs Signature of Substantial Completion

A MOTION was made by Council Member Boney and seconded by Council Member Brown

to APPROVE Certificate of Substantial Completion for the Katie-Dabbs Community Center Renovation Project; **and AUTHORIZE** the Mayor to execute any related documents associated with the Certificate of Substantial Completion.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

30.	**2026-442**	Designate the Back Roads & Back Stories event, to be held June 18, 2026, at Midtown Green Park, as a city-approved event for the purposes described in Ordinance No. 3402. Attachments: Back Roads & Back Stone Event, 3389_001

A MOTION was made by Council Member Vance and seconded by Council Vice President George

to DESIGNATE the Back Roads & Back Stories event, to be held June 18, 2026, at Midtown Green Park, as a city-approved event for the purposes described in Ordinance No. 3402.

DRAFT

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

31.	**2026-435**	Approve and declare the purchase of Stalker Radar Systems for the Hattiesburg Police Department from Applied Concepts Inc. as a sole source purchase as provided for in Section 31-7-13(viii), of the Mississippi Code of 1972, based on information attached. Attachments: Stalker Quote_2120775, 006-0403-00 DSR Sole Source Rev C

A MOTION was made by Council Vice President George and seconded by Council Member Boney

to APPROVE and DECLARE the purchase of Stalker Radar Systems for the Hattiesburg Police Department from Applied Concepts Inc. as a sole source purchase as provided for in Section 31-7-13(viii), of the Mississippi Code of 1972, based on information attached.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

32.	**2026-438**	Approve a Sponsorship Agreement between the City of Hattiesburg and IMG College (Learfield) for advertising sponsorship in accordance with MS Code, 17-3-1, in an amount not to exceed $6,500.00; and authorize a manual check. Attachments: 3363_001

A MOTION was made by Council Vice President George and seconded by Council Member Brown

to APPROVE a Sponsorship Agreement between the City of Hattiesburg and IMG College (Learfield) for advertising sponsorship in accordance with MS Code, 17-3-1, in an amount not to exceed $6,500.00;

and AUTHORIZE a manual check.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

33.	**2026-478**	Approve the C Spire Wireless installation services quote for the City's wireless broadband expansion project in the amount of $14,575.00; and authorize the mayor to execute the same. Attachments: C Spire Wireless Installation

A MOTION was made by Council Vice President George and seconded by Council Member Brown

to APPROVE the C Spire Wireless installation services quote for the City's wireless broadband expansion project in the amount of $14,575.00; **and AUTHORIZE** the Mayor to execute the same.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

34.	**Removed.**	

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35.	**2026-485**	Declare the Archer 1200 Barrier System and related equipment to be a sole source procurement and approve the purchase in the amount of $129,785.18 pursuant to Miss. Code Ann. § 31-7-13(m)(viii), as amended. Attachments: Chief Sims Memo MERIDIAN Sole Source Letter for Hattiesburg MS 6.11.26 sole source Meridian Quote

A MOTION was made by Council Vice President George and seconded by Council Member Brown

to DECLARE the Archer 1200 Barrier System and related equipment to be a sole source procurement;

and APPROVE the purchase in the amount of $129,785.18 pursuant to *Miss. Code Ann. § 31-7-13(m)(viii)*, as amended.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

ROUTINE AGENDA

A MOTION was made by Council Vice President George and seconded by Council Member Brown

to APPROVE the Routine Agenda, including the claims docket.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

1.	**2026-424**	Acknowledge receipt of request filed by Garrett and Devyn Wright to appeal the Hattiesburg Historic Conservation Commission's action on the petition filed by Garrett and Devyn Wright, Applicants, to paint the brick on a structure for a property located at 2010 Brooklane Dr. The Hattiesburg Historic Conservation Commission voted to deny the petition on May 13, 2026. Set a public hearing before the City Council on July 6, 2026, at 4:00 pm; and authorize the publication of a Public Notice setting an Appeal Public Hearing. Attachments: Brooklane Drive Appeal Paperwork
2.	**2026-446**	Acknowledge receipt of the monthly budget report for the month ending May 31, 2026. Attachments: REV 0526 EXP 0526
3.	**2026-474**	Acknowledge receipt of executed Exercise of Option from the Mississippi Military Department for property leased at minute book # adopted at 2025-440 on May 9, 2025. Attachments: Recorded & Executed RES#2025-107 - Military Lease Agreement 05-09-2025 SCM B3-3 Lease Agreement (Original & Option)
4.	**2026-451**	Approve Specifications; and authorize publication of an advertisement for various term bid items #6,7,8,13.17,21,23, & 28 for the City of Hattiesburg Water Department. Attachments: 06-Fire Hydrants-2 Way 07-Fire Hydrants-3 Way 08-Stainless Steel Full Circle Repair Clamps 13 Sodium Flourasilicate Sodium Fluoride, & Lime 17-Plastic Coup-Connectors 21-Corporation Stop Union-3 Part Straight Coupling 23-Clamps-Repair

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			28-Aerators Parts Notice to Bidder Water
5.	**2026-436**	Approve and authorize the release of a Request for Proposals (RFP) for CDBG Public Services activities within the Community Development Division. Attachments:	Public Notice - Funding Availability Public Service 6.16.26 Public Services Application 2026
6.	**2026-453**	Approve and authorize issuance of manual checks for CDBG/HOME Claims per attached. Attachments:	Radon Invoice Testing - 705 Railroad LLG - 3823 Invoice #18 Radon Testing Invoice - 321 Emerson Drive BCS - Invoice #1 Public Service-Utility Assistance
7.	**2026-444**	Approve the City's purchase of (2) two grave spaces, located in Section 38, Lot 81, of the North East (NE1/4) Quarter at Highland Cemetery, in the amount of $350.00 from Ernie & Judy Pierce; and authorize manual check for the same. Attachments:	0253_001
8.	**2026-475**	Approve claims docket for the period ending for the period ending June 12, 2026. Attachments:	DOCKET 26.0612 DT 26.0612

Executive Session

A MOTION was made by Council Vice President George **to ENTER CLOSED SESSION TO DETERMINE THE NEED TO ENTER EXECUTIVE SESSION** at 5:18 p.m.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

Council President Ware requested that the Chambers be cleared at this time.

A MOTION was made by Council Vice President George and seconded by Council Member Brown

to ENTER EXECUTIVE SESSION at 5:19 p.m. to discuss strategy sessions or negotiations with respect to prospective litigation, litigation, or the issuance of an appealable order when an open meeting would have a detrimental effect on the litigating position of the public body, as an open meeting would have a detrimental effect on the City's litigating position, in accordance with *Mississippi Code Section § 25-41-7 (4)(b)*.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

The City Attorney stepped into the hall and announced that the Council had entered Executive Session to discuss strategy sessions or negotiations with respect to prospective litigation.

***Those present for the Executive Session were** Mayor Toby Barker; Council members Jeffrey George, Eric Boney, LeAnn Vance, Dave Ware and Nicholas Brown; Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Clerk of Council, Ronda Kennedy; Deputy Clerk of Council, Lisa Luu Jolly; Chief Administrative Officer, Ann Jones; Chief Financial Officer, Malcolm Berch; Police Chief, Hardy Sims; Fire Chief, Chris Carr; Director of Urban Development, Wiley Quinn; Director of Water & Sewer, Alan Howe; Director of Transportation and Engineering, Marybeth Bergin; Deputy Director of Transportation and Engineering, Hunter White; Director of Parks and Recreation, Betsy Mercier; Chief Communications Officer, John Arender; and Attorney Keith Turner of Watkins & Eager law firm.*

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- *Mayor Toby Barker left the chambers at 5:34 p.m.*
- *Director Marybeth Bergin and Deputy Director Hunter White left the chambers at 5:46 p.m.*
- *Director Wiley Quinn left the chambers at 5:51 p.m.*

A MOTION was made by Council Vice President George and seconded by Council Member Brown

to <u>EXIT</u> Executive Session and **<u>RE-OPEN</u>** the meeting to the public at 5:53 p.m.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

Council President Ware called the meeting back to order in open session and reported that, during executive session the Council discussed matters pertaining to prospective litigation and that no action was taken.

A MOTION was made by Council Vice President George and seconded by Council Member Vance

to <u>ADD</u> an ORDER denying the appeal petition filed by HGM to the agenda.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

A MOTION was made by Council Vice President George and seconded by Council Member Vance

to <u>ADOPT</u> an ORDER denying the appeal petition filed by HGM.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 4 — George, Boney, Vance and Ware

Nays: 0

Abstain: 1 — Brown

<u>In Memoriam</u>:

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

- *Mr. John Robert Donahue*

<u>Meeting Adjourn</u>

THERE BEING NO FURTHER BUSINESS, Council President Ware declared the meeting adjourned at 5:11 p.m. on this 2nd day of June 2026, by unanimous consent.

The next regularly scheduled meeting of the City Council will be held on Monday, June 15, 2026, at 4:00 p.m.

APPROVAL OF MINUTES AND CERTIFICATION

ATTEST: APPROVE:

Clerk of Council Council President

ATTEST AND CERTIFY: APPROVE:

City Clerk Mayor

****

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Published Agenda

Friday, June 26, 2026 | **City Council** | **Council Chambers**
4:30 PM | **Special Called Meeting Agenda** | **200 Forrest Street**

Call to Order and declaration of a special called meeting

Policy Items

MB 2024 Page #			
p.	**1.**	**2026-532**	Acknowledge receipt of the Audited Financial Statements of the City of Hattiesburg for the fiscal year ending September 30, 2025, from Topp, McWhorter, Harvey, PLLC. (TMH).

Meeting Adjourn

****

Call to Order and declaration of a special called meeting

BE IT REMEMBERED that the Hattiesburg City Council held a **Special Called meeting at 4:30 p.m. on Friday, June 26, 2026**, in the **Council Chambers at City Hall**; *this meeting convened following the Council's adjourned regular Meeting of June 16, 2026.*

***In attendance were** Mayor Toby Barker (via teleconference); members of the City Council: Jeffrey George, Ward 1; LeAnn Vance, Ward 3; Dave Ware, Ward 4; and Nicholas Brown (via teleconference), Ward 5.*

***Others in attendance were** 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.*

***Absent:** Council Member Eric Boney, Ward 2*

Council President Ware Called the meeting to order at 4:30 p.m. and declared the Special Called Meeting.

Policy Items

The Agenda Items came before the Council.

1.	**2026-532**	Acknowledge receipt of the Audited Financial Statements of the City of Hattiesburg for the fiscal year ending September 30, 2025, from Topp, McWhorter, Harvey, PLLC. (TMH).
	Attachments**:**	Final City of Hattiesburg audited financial statements fye 2025 Audit Response Letter fye 2025

A MOTION was made by Council Vice President George and seconded by Council Member Vance **to ACKNOWLEDGE** receipt of the Audited Financial Statements of the City of Hattiesburg for the fiscal year ending September 30, 2025, from Topp, McWhorter, Harvey, PLLC. (TMH).

Malcolm Berch, Chief Financial Officer, provided an overview of 2025 Audit.

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Jabe Mills, CPA, CFE of Topp, McWhorter, Harvey, PPLC (TMH), provided the Council a summary and the findings of the City's 2025 Financial audit.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 4 – George, Vance, Ware and Brown *(via teleconference)*

Nays: 0

Absent: 1 - Boney

Meeting Adjourn

THERE BEING NO FURTHER BUSINESS, Council President Ware declared the meeting adjourned at 4:43 p.m. on this 26th day of June 2026, by unanimous consent.

The next Council meeting had been duly scheduled for the 6th day of July 2026.

DRAFT

APPROVAL OF MINUTES AND CERTIFICATION

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: **Ronda Kennedy, Clerk of Council**

cc:

Date: **Tuesday, July 7, 2026**

Re: **Approve Correction of April 6, 2026, Minutes Nunc Pro Tunc, previously approved on May 5, 2026.**
File Number: 2026-517
Minute Book #

Summary
The minutes of the City Council meeting held on April 6, 2026, previously approved on May 5, 2026, be corrected nunc pro tunc to accurately reflect the actions taken in executive session. All other portions of the minutes shall remain unchanged.

Recommendation Statement
I recommend approval of the minutes of April 6, 2026, nunc pro tunc.

Please place this on the July 7, 2026 City Council meeting for consideration.

Published Agenda

Monday, April 6, 2026
4:00 PM

City Council
Monday Meeting Agenda

Council Chambers
200 Forrest Street

Call to Order

Public Hearing

1.	**2026-228**	Hold a Public Hearing for an appeal as filed by Mary Gail Wildman, Owner/Petitioner, to appeal the Hattiesburg Historic Conservation Commission's action on the petition filed by Mary Gail Wildman for roof material modifications at 421 S 22nd Avenue. The Hattiesburg Historic Conservation Commission voted to deny the petition on March 11, 2026.

Agenda Review

Citizens' Forum

Meeting Recess

****

Call to Order

BE IT REMEMBERED that the Hattiesburg City Council held a Public Hearing at 4:00 p.m. on Monday, April 6, 2026, in the Council Chambers at City Hall.

This meeting convened following the Council's adjourned scheduled regular meeting held on March 17, 2026.

***In attendance were** Mayor Toby Barker and members of the City Council Jeffrey George, Ward 1; Eric Boney, Ward 2; LeAnn Vance, Ward 3; Dave Ware, Ward 4; and Nicholas Brown, Ward 5.*

***Others in attendance were** 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 Ware opened the Public Hearing on the appeal at 4:00 p.m. and explained the procedures.

Public Hearing

1.	**2026-228**	Hold a Public Hearing for an appeal as filed by Mary Gail Wildman, Owner/Petitioner, to appeal the Hattiesburg Historic Conservation Commission's action on the petition filed by Mary Gail Wildman for roof material modifications at 421 S 22nd Avenue. The Hattiesburg Historic Conservation Commission voted to deny the petition on March 11, 2026. Attachments: Staff Report

Russell Archer, Historic Preservation Planner, presented an overview of the case.

Council President Ware called upon **the appellant, Ms. Mary Gail Wildman**, to present her appeal.

Council President Ware then invited any members of the public who wished to speak on the appeal.

- *Ladell Kraft, 105 Pearl St., Lumberton, MS, appeared on behalf of Ms. Wildman.*

No other citizens came forward to offer comments.

By unanimous consent, **Council President Ware closed the public hearing at 4:16 p.m. and proceeded with the Agenda Review.**

Agenda Review

Council President Ware proceeded with the Agenda Review.

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

Citizens' Forum

Council Vice President George proceeded with the Citizens' Forum.

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

The following citizen addressed the Council:

- *Virginia Smith, 2404 W. 4th Street, Apt. B*

There being no other individuals wishing to speak, **Council Vice President George closed the Citizens' Forum.**

Executive Session

A MOTION was made by Council Vice President George **to ENTER CLOSED SESSION TO DETERMINE THE NEED TO ENTER EXECUTIVE SESSION** at 4:24 p.m.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 – George, Boney, Vance, Ware and Brown

Nays: 0

Council President Ware requested that the Chambers be cleared at this time.

A MOTION was made by Council Vice President Geroge and seconded by Council Member Brown

to ENTER EXECUTIVE SESSION at 4:25 p.m. to discuss transaction of business and discussion regarding the prospective purchase, sale or leasing of lands, pursuant to *Mississippi Code §25-41-7(4)(g).*

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 – George, Boney, Vance, Ware and Brown

Nays: 0

The City Attorney stepped out into the hall and announced that the Council had entered executive session to discuss transaction of business and discussion regarding the prospective purchase, sale or leasing of lands.

Those present for the Executive Session were Mayor Toby Barker; Council members: Jeffrey George, Eric Boney, LeAnn Vance, Dave Ware and Nicholas Brown; Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Chief Administrative Officer, Ann Jones; Attorney David Miller; Deputy Director of Transportation and Engineering, Hunter White; Director of Parks and Recreation, Betsy Mercier; Chief Communications Officer, John Arender; Clerk of Council, Ronda Kennedy; Deputy Clerk of Council, Lisa Luu Jolly, and Marlo Dorsey, Executive Director of VistHattiesburg.

A MOTION was made by Council Member Boney and seconded by Council Member Vance

to APPROVE the proposed fee schedule as presented by VisitHattiesburg for the new recreation facility currently under construction at Tatum Park.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 – George, Boney, Vance, Ware and Brown

Nays: 0

Ms. Marlo Dorsey, left the Council Chambers at 5:02 p.m.

A MOTION was made by Council Vice President George and seconded by Council Member Brown

to <u>AUTHORIZE</u> the purchase of certain real property identified as PPIN #21900 and PPIN #21815 and #21816, in an amount not to exceed $1.5 million and authorize the Mayor to execute any and all documents related to the same.

It was noted that appraisals provided by the sellers in 2017 reflected a combined value of $2,440,000, while appraisals obtained by the City in 2026 reflected a combined value of $2,025,000, with such appraisals included in the Council packet.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 – George, Boney, Vance, Ware and Brown

Nays: 0

A MOTION was made by Council Vice President George and seconded by Council Member Boney

to <u>EXIT</u> Executive Session and **<u>RE-OPEN</u>** the meeting to the public at 5:09 p.m.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 – George, Boney, Vance, Ware and Brown

Nays: 0

Council President Ware called the meeting back to order in open session and reported that, during executive session, the Council discussed matters pertaining to economic development involving prospective land transactions.

<u>Meeting Recess</u>

Council President Ware declared the meeting recessed at 5:10 p.m. on this 6th day of April 2026 by unanimous consent, until the 7th day of April 2026.

APPROVAL OF MINUTES AND CERTIFICATION

Memorandum

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

From: **Wiley Quinn, Urban Development Director**

cc: **Ann Jones**

Date: **Tuesday, July 7, 2026**

Re: **Accept the Hattiesburg Historic Conservation Commission's decision to deny a request to paint the brick on a structure for a property located at 2010 Brooklane Drive. The Hattiesburg Historic Conservation Commission voted to deny the petition on May 13th, 2026. The decision was appealed by Garrett and Devyn Wright on May 21, 2026.**
File Number: 2026-518
Minute Book #

Summary
Accept the Hattiesburg Historic Conservation Commission's decision to deny a request to paint the brick on a structure for a property located at 2010 Brooklane Drive. The Hattiesburg Historic Conservation Commission voted to deny the petition on May 13th, 2026. The decision was appealed by Garrett and Devyn Wright on May 21, 2026.

Recommendation Statement
The Hattiesburg Historic Conservation Commission voted to deny the petition on May 13th, 2026. The decision was appealed by Garrett and Devyn Wright on May 21, 2026.

Please place this on the July 7, 2026 City Council meeting for consideration.

COPY

URBAN DEVELOPMENT
PLANNING DIVISION

REQUEST TO APPEAL DECISION OR RECOMMENDATION

Today's Date: May 21, 2026
Date of Decision/Recommendation Date: May 13, 2026 *(Appeals must be made within ten consecutive days of the recommendation)*
Name of Property Owner/Petitioner: Garrett Wright / Wright Development
Name of Person Requesting Appeal Hearing: Garrett Wright
Mailing Address of Person Requesting Appeal Hearing: 112 Lineage Ln, Flowood, MS 39232
Address of Petitioned Property: 2010 Brooklane Drive, Hattiesburg, MS 39401
Name of the Deciding Body: *Director of UD* ☐ *Site and Design Review Committee* ☐ *Historic Conservation Commission* ☒ *Planning Commission* ☐ or *Board of Adjustment* ☐
Petitioner's Request of the Deciding Body: paint brick
Deciding Body's Recommendation: do not paint brick

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

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

Garrett Wright & Deep Wright
Appellant (signature)

Send to:
The Planning Division of Urban Development

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

RECEIVED
MAY 22 2026
By

P.O. Box 1898
Hattiesburg, MS 39403
601.545.4591

COPY

May 22, 2026

Hattiesburg City Council Members
200 Forrest Street
Hattiesburg, MS 39401

Regarding: Appeal of Certificate of Appropriateness (COA) Rejection for Exterior Brick Painting on May 13, 2026 of 2010 Brooklane Drive, Hattiesburg

Hattiesburg City Council:

We are respectfully submitting this formal appeal regarding the recent rejection of our COA application to paint the exterior brick of our home located at **2010 Brooklane Drive** within the **Parkhaven Historic District.**

We respect the Commission's mandate to preserve the architectural integrity and historic character of our neighborhood but disagree with its decision by the Board. The historical rejection of painted brick stems from a well-founded, traditional preservation concern, that standard latex or oil-based paints trap moisture within historic masonry, accelerating spalling (surface chipping), freeze-thaw cracking, and structural degradation.

The purpose of this appeal is to demonstrate that advances in specialized coatings eliminate this technical risk and that the proposed design strictly aligns with the historical evolution of the Parkhaven neighborhood.

Technical Justification: Advanced Breathability vs. Moisture Trapping

The core technical objection to painting historic brick is the mitigation of moisture. Traditional paints create a non-permeable film. When water enters the brick from the interior or ground, it becomes trapped behind the paint layer.

To prevent this, our project utilizes the Sherwin-Williams Loxon® specialty masonry line. Unlike standard exterior paints, the Loxon line is engineered specifically for above-grade, unpainted masonry with high-performance, specialized properties:

Exceptional Water Vapor Permeability: According to industry-standard testing (ASTM D1653), Loxon XP exhibits a vapor permeance rating of 13.4 perms. This classifies it as a highly breathable coating. It allows water vapor generated inside the home or within the walls to escape freely into the atmosphere, ensuring that moisture is never trapped inside the brick core.

Targeted Exterior Protection: While allowing internal vapor to escape, its specialized acrylic polymer formulation passes the Wind-Driven Rain Test (ASTM D6904-03). It seals the exterior against driving Gulf Coast rains, actively preventing external water absorption while remaining open to internal evaporation.

Alkalinity and Efflorescence Resistance: Historic brick often carries a high pH and experiences efflorescence (salt deposits pushed out by moisture). Loxon is highly resistant to both (tolerating a pH up to 13), preventing the blistering, peeling, and paint bond failures common with improper coatings.

By utilizing this technical system, the brick will maintain its structural integrity exactly as it does unpainted, completely neutralizing the preservation risks associated with moisture entrapment.

Alignment with Parkhaven District Guidelines & Context

The Parkhaven Historic District is celebrated for its eclectic architectural timeline, spanning from the 1920s through the mid-20th century. The Hattiesburg Design Guidelines Manual stresses the preservation of original materials, textures, and visual rhythms within a neighborhood's distinct streetscape.

Architectural Nuance: The Parkhaven guidelines specifically recognize Spanish and Mediterranean Revival style houses—which traditionally feature unpainted, textured brick or heavy stucco—as being highly characteristic of the neighborhood's original identity. It is crucial to note that **2010 Brooklane Drive is not of this style.** Modifying the exterior color of our home does not obscure or distort a classic Spanish-style facade but rather allows a non-traditional architectural style to seamlessly blend with the evolving character of the district.

Texture Preservation: Loxon coatings will be applied via a brush-and-roll process tailored to the substrate's porosity. This maintains the original, varied texture and mortar-line depth of the historic brick, rather than smoothing it over or masking the craftsmanship.

Historical Color Palette: We are choosing an understated, historically appropriate color from the Commission's approved palette. This will complement the surrounding residences on Brooklane Drive, enhancing the neighborhood's rhythm without creating an historical anomaly.

Neighborhood Investment & Historic Revitalization

Preservation is not static; it requires continuous economic investment to remain viable. The physical appearance of other nearby properties on Brooklane Drive has been in a visible state of decline for years. Over the past 15 years, this specific street has experienced significant disinvestment, leading to deferred maintenance and a diminished streetscape.

Our proposed project represents a substantial, high-quality financial commitment to 2010 Brooklane Drive. This is a direct effort to reverse that 15-year trend of decline. By utilizing premium, specialized products and executing a professional application, this investment will act

as a catalyst for renewal on Brooklane Drive—proving that historic homes can be modernized safely, beautifully, and sustainably to encourage neighboring homeowners to reinvest in their own properties.

Because the technical risk of moisture damage can be entirely mitigated using a highly permeable, specialized system like Sherwin-Williams Loxon, and because this home does not represent the Spanish-style architecture safeguarded by the neighborhood guidelines, we ask the Commission to approve this variance. This approach preserves the physical brick fabric for decades to come while allowing us to complete a historically sympathetic aesthetic update that revitalizes a declining street.

Pursuant to the principles outlined in the Historic Hattiesburg Design Guidelines Manual, the overarching mandate of the Hattiesburg Historic Conservation Commission is to ensure that alterations maintain visual compatibility with the surrounding historic district by respecting the established "materials and texture" of the neighborhood. Because the proposed paint application utilizes a breathable, historically compatible color palette that mirrors the "rhythm created by building masses" and preserves the structural legibility of the brickwork, it does not obscure the property's unique character. On the contrary, this treatment actively protects and enhances the structure in a manner that remains structurally and aesthetically "compatible with the building and environment," thereby satisfying the core preservation objective to safeguard the visual harmony of Hattiesburg's historic neighborhoods.

Thank you for your time, consideration, and your service to the city of Hattiesburg.

Garrett Wright and Devyn Wright

Wright Development, LLC

228-697-7850

GarrettMichaelWright@Gmail.com



Application for a Certificate of Appropriateness

to Hattiesburg Historic Conservation Commission

for a proposed exterior change to a property within designated historic districts

Office Use Only

Received_____

Complete_____

HHCC review_____

Action_____

Historic District: Parkhaven

Property address: 2010 Brooklane Drive

Present zoning: R1-A

Applicant: Garrett and Devyn Wright (Wright Development)

Address: 112 Lineage Lane, Flowood MS 39232

Phone: 228-697-7850

Signature and permission of Applicant / date:

Garrett Wright / 5/4/2026

Owner: Garrett and Devyn Wright (Wright Development)

Address: 112 Lineage Lane, Flowood MS 39232

Phone: 2286977850

If the applicant is not the owner, include a letter from the owner authorizing the change.

I hereby authorize City of Hattiesburg staff access to the property for taking pictures and documentation.

Proposed starting date:_____

Briefly describe the proposed project / Proposed Alterations
(attach additional sheets as needed):

We are proposing a modest exterior update and repair to enhance the homes appearance while respecting its historic character. As the owner of the adjacent property, our goal is to maintain the historic charm and maintain value on Brooklane Drive. If approved, we will complete:

1) Existing brick will be painted in a neutral, historical appropriate color to preserve the texture and integrity.

2) Missing bricks will be repaired/ replaced

3)install natural wood shutters, sized and mounted in proportion to the windows, to compliment the home's architectural style. (Cont. on additional pages)

NOTE: Appropriate support materials for each proposed change as required must be submitted to complete this application.

Incomplete applications will not be reviewed by the commission.

DEADLINE: Applications and support materials must be submitted by 5 p.m. Wednesday, 14 days prior to the regular HHCC meeting, normally the second Wednesday of each month.

- ☐ **New Buildings and New Additions**
- ☐ **Major Restoration, Rehabilitation or Remodeling**
- ☐ **Site Changes – tree removal, fences, walks, driveways, parking and signs**
- ☐ **Demolition and Relocation**

Required support materials must be attached. Please see *Checklist for Required Support Materials* on the next page.

APPLICATIONS FOR CERTIFICATES OF APPROPRIATENESS
Checklist for Required Support Materials

A complete application requires support materials: Please check the list below for which materials may be necessary for design review of a particular project.

New Buildings and New Additions

- ☐ Architectural elevation (to scale)
- ☐ Site plan (to scale)
- ☐ Floor plan (to scale)
- ☐ Description of materials and types and styles of architectural features such as windows and doors
- ☐ Photographs of proposed site and adjoining properties

Major Restoration, Rehabilitation or Remodeling

- ☐ Architectural elevations or sketches (to scale)
- ☒ Description of proposed changes
- ☒ Description of materials
- ☒ Photographs of existing building
- ☐ Documentation of earlier historic appearance (restorations only)
- ☐ Site plan showing placement (to scale)

Site Changes - trees, walks, drives, parking and signs

- ☐ Site plan or sketch of site
- ☐ Architectural elevations or sketches (to scale)
- ☐ Description of materials
- ☐ Photographs of site

Demolition and Relocation

- ☐ Condition reports
- ☐ Photographs of existing building
- ☐ Documentation of economic factors
- ☐ Site plans (for relocation)
- ☐ Documentation of justification

NOTE: Only complete applications will be placed on the agenda for review.

Garrett and Devyn Wright – 2010 Brooklane Drive, Hattiesburg, MS 39401.

Historical Review Application.

(Continued from Application Page)

4) The current front door will be replaced with a design that reflects traditional detailing consistent with homes period. This door replacement will come at a future time in the next 12 to 18 months.

Thank you for your consideration. This home was previously in foreclosure before our purchase in March 2026. Over the last ~3 to 4 years this home has not been cared for and the property has consistently decreased the visual appeal of Brooklane Drive. The property has also had damage to the interior, consistent water intrusion, missing bricks on ledges, and been not cared for. Our goal is quite the opposite. Our goal is to ensure this house has a cohesive and refreshed exterior, fitting to when the historical charm and period. As the new owners of the property and the neighboring property, our goal is to ensure we have a quality house that increases the overall appearance and value of the surrounding properties and the street.

Thank you for your consideration of our application.

Garrett and Devyn Wright

228-697-7850 or 225-301-5087.

GarrettMichaelWright@Gmail.com and DDelaney330@Gmail.com



Existing House – April 2026



Proposed Appearance of House – May 2026. (Minor brick repair on brick ledges and flower beds included.)



Proposed Front Door Replacement (Approx. Example) to be replaced in the next 12 to 18 months.

HATTIESBURG HISTORIC CONSERVATION COMMISSION

REGULAR MEETING
May 13, 2026

DEPARTMENT OF URBAN DEVELOPMENT

PLANNING DIVISION

MAYOR
Toby Barker

COUNCIL - WARD ONE	COUNCIL - WARD TWO	COUNCIL - WARD THREE	COUNCIL - WARD FOUR	COUNCIL - WARD FIVE
Jeffrey George	*Eric Boney*	*LeAnn Vance*	*Dave Ware*	*Nicholas Brown*

MEMORANDUM

To: Hattiesburg Historic Conservation Commission

From: Russell Archer, Historic Preservation Planner

Date: May 6, 2026

Re: Public Hearing and Meeting

The Historic Conservation Commission will meet for a regular session at **12 p.m. NOON Wednesday, May 13, 2026,** in a Jackie Dole Sherrill Community Center Conference Room. Please NOTE: the City is continuing to offer virtual meeting options. NOTE: We are now utilizing **Microsoft Teams** for this purpose; the link is included below:

Please join my meeting from your computer, tablet or smartphone.
https://tinyurl.com/HburgHistoric

OR Dial in by phone

+1 929-346-7084

Phone conference ID: 807 287 923

Included with your packet for this month:

- Agenda for the **May 2026** monthly meeting
- Minutes from **April 2026** public hearing
- Rules and Procedures
- Applications for Certificates of Appropriateness

In reviewing these proposed projects, refer to the ***Historic Ordinance and Design Guidelines Manual***. It is important to reference these documents when making motions and during discussions of matters before the Commission.

If you will not be able to attend the meeting or have any questions, please contact the Historic Preservation Planner at 601-554-1031 or via email at rarcher@hattiesburgms.com.

C: Hattiesburg Historic Conservation Commission Distribution List

HATTIESBURG HISTORIC CONSERVATION COMMISSION
PUBLIC HEARING AGENDA
WEDNESDAY, May 13, 2026

I. Business Meeting Opens

A. Approve the May 2026 meeting agenda
B. Approve the April 2026 meeting minutes

II. Public Hearing Opens

A. Chair reads procedures for public hearing, discussion, and voting

B. Tabled Applications for Certificates of Appropriateness

a. FastSigns of Hattiesburg, Applicant, and Hunnies, LLC, proprietor, request approval for new signage at **827 Hardy Street** in the Hub City Downtown Historic District.

C. New Applications for Certificates of Appropriateness

1. John Holloway, Owner, requests approval for a new accessory structure at **1216 Adeline Street**, in the Oaks Historic District.
2. Erick Garcia, Owner, requests approval for window replacement and change of siding at **102 Pinehurst Street**, in the Hub City Downtown Historic District.
3. Pine Oaks Apartments, LLC/ Dennis Miller, owner, requests approval to paint exterior brick and replace windows at **714 W Pine Street** in the Oaks Historic District.
4. Pine Oaks Apartments, LLC/ Dennis Miller, owner, requests approval to paint exterior brick and replace windows at **707 Railroad Street** in the Oaks Historic District.
5. Pine Oaks Apartments, LLC/ Dennis Miller, owner, requests approval to paint exterior brick and replace windows at **102 4th Avenue** in the Oaks Historic District.
6. Wright Development, owner, requests approval to paint exterior brick, replace front door, and install shutters at **2010 Brooklane Drive**, in the Parkhaven Historic District.
7. Rion Snowden, Applicant, and Quinby Chunn, owner, request approval for site changes and installation of accessory structure at **304 Mobile Street** in the Hub City Downtown Historic District.

III. Other Business

i. Arborists' Report
ii. Code Enforcement Official's Report
iii. Coordinator's Report
iv. Public Comments and Questions

IV. Adjourn

HATTIESBURG HISTORIC CONSERVATION COMMISSION

Procedures for Public Hearing

A. Speakers are asked to come forward and state their names and addresses and whom they represent prior to addressing the Commission. Only one speaker may address the Commission at one time. Speakers may ask questions of the Chair with the consent of the Chair. All presentations and arguments must bear directly, and without resort to personalities, on proposals immediately before the Commission. Those deemed by the Chair to be incompliant with these procedures shall be directed to stop speaking. No applause or other outbursts will be permitted. When procedural questions are raised, the Chair shall follow *Roberts Rules of Order.*

B. The Chair will follow the agenda as approved, with applications for Certificates of Appropriateness presented in the order just approved. Following presentation of each application, others who wish to speak about the application under consideration may be recognized to speak.

C. In order to make this public hearing a friendly process, we invite the applicants to come sit at the table with us to make your presentations. If you feel more comfortable standing, please do so. Other speakers who are recognized by the Chair may stand in place as long as they state their names and addresses for the public record.

D. Following presentation of each application, the public hearing for that matter will close, and Commission members will discuss the application and presentations and then vote. Applicants may stay or leave following their presentations. Applicants or others do not participate in discussions of the Commission except in response to questions from the Chair.

E. Applicants will receive written and/or email notification about the action taken by the Commission within a few days after the hearing. If the application is approved, the *Certificate of Appropriateness* issued by the commission may be obtained from the Historic Preservation Planner. This certificate must be signed prior to beginning work, or prior to the issuance of any permits, in order to be compliant with the Hattiesburg Historic Conservation Ordinance. It is the responsibility of the applicant to be sure their project complies with all applicable codes and ordinances.

URBAN DEVELOPMENT
PLANNING DIVISION

Quick Facts:

Applicant:

John Holloway

Address:

1216 Adeline St.

Historic District:

Oaks Historic

Significance:

Contributing

Construction Date:

c1946

Ward:

4

PPIN Number(s):

19567-19568

Hattiesburg Historic Conservation Commission
Planning Division
Item 1 - Staff Report
May 13, 2026



Property Image

Applicant's Requests:
John Holloway, Property Owner, requests approval for a new accessory structure at 1216 Adeline Street, in the Oaks Historic District.

Applicant's Scope of Work:
Install accessory structure in backyard

Codes and Regulations

Hattiesburg Historic Design Guidelines
SECTION III: Residential Guidelines

Garages and Carports

Turn-of-the-century and earlier homes may have had carriage houses and other outbuildings for a variety of uses but not garages and carports. These structures have become desirable to accommodate the way we live now. In building new structures, compatibility with the existing house and other structures is the critical factor to consider. Compatibility applies to style and materials.

Garages and carports are best located at the rear of the property, so as to be as inconspicuous, as possible. Land Development Code requirements governing setback and construction must be met.

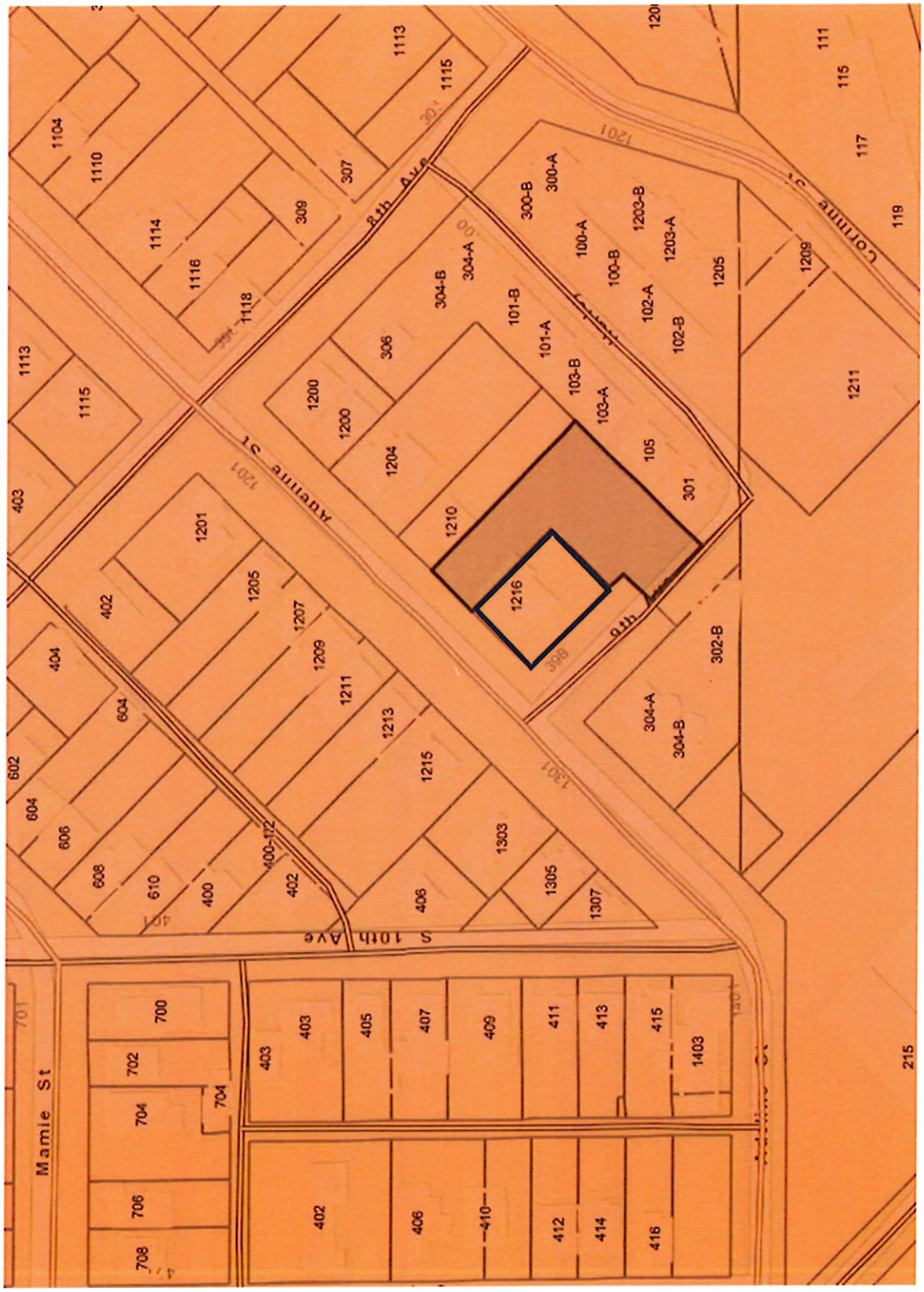
For additional guidelines for new structures, see the section on Construction. Guidelines for preserving and rehabilitating existing auxiliary structures are covered under Guidelines for Residential Property.

Not Recommended

- Locating a garage, carport or other outbuilding in a highly visible location.
- Failure to observe applicable codes and ordinances.
- Constructing a garage or carport that is not compatible with the existing house in style, scale and exterior materials.
- Installing metal storage buildings.

Recommended

- Locating garages, carports and other outbuildings at the rear of the property or in other inconspicuous locations.
- Complying with applicable codes and ordinances governing setback from property lines and building code requirements.
- Using the same roof shape and building materials as on the primary structure.


Mamie St
S 10th Ave
Adeline St
8th Ave
Corinne St
1104
1110
1114
1116
1118
1113
1115
307
309
1200
1204
1210
1216
306
304-A
304-B
101-A
101-B
103-A
103-B
105
301
300-A
300-B
100-A
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102-A
102-B
1203-A
1203-B
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119
215







State of Mississippi
Department of Archives and History
P.O. Box 571
Jackson, MS 39205

HISTORIC RESOURCES INVENTORY

THE OAKS DISTRICT

1. a. Property name, historic

b. Property name, common
House

2. Property address / descriptive location
1216 Adeline
Hattiesburg, MS 39401

3. Legal description (and acreage, if required) (see instructions)
Beg NW/Cr Lot 9 NEly 87.5' SEly 120' SWly 87.5' NWly 120' to POB Blk. X Block 007
Kamper & Whinnery Ext. 2

4. Former / historic use(s)
Residence

5. Present use
Residence

6. Significant persons, events or themes associated with property

7. Date(s) of association with significant persons, events or themes

8. Date of construction
XX estimated 1942
☐ documented

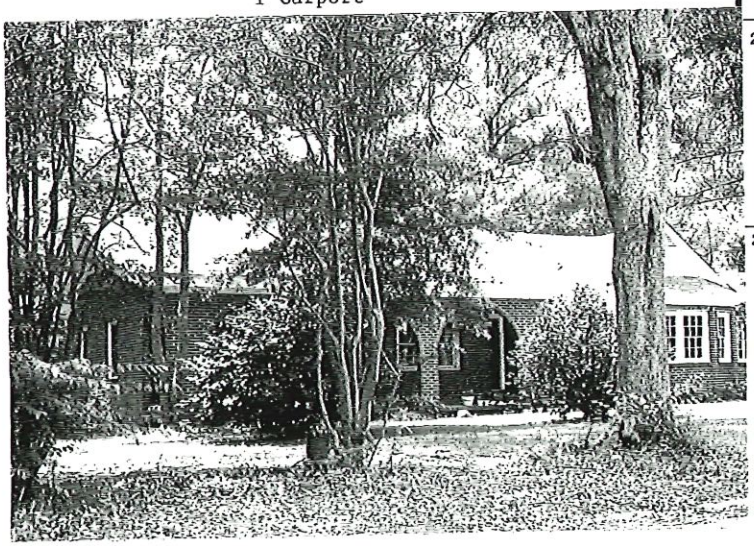
9. Date(s) of historic changes, if any
☐ moved
☐ enlarged / altered

10. Architect
☐ documented ☐ attributed

11. Builder / contractor
☐ documented ☐ attributed

12. Brief description
One-story brick veneer residence, oriented parallel to the street. The gable roof breakes over the front porch and intersects a cross gable over the west end projection. The porch has a series of brick arches. The typical window is 6/6 double-hung.

13. Outbuildings or secondary elements (if significant use separate form)
1 Garage
1 Carport



14. MDAH Inventory Code

15. County FORREST

16. City or town HATTIESBURG
☐ vicinity of

17. Was interior surveyed? No

18. Survey seq. no. 392

19. Ownership
☐ federal ☐ state ☐ county
☐ city ☐ quasi-public agency ☐ non-profit organization
XX private

20. USGS quadrangle map

21. UTM reference (if required) (see instructions)

22. Condition
☐ excellent ☐ good ☐ fair ☐ deteriorated
☐ ruins ☐ no visible remains ☐ incorporated into later structure

23. Post-historic changes and dates

24. Principal materials
Walls: Brick on Wood
Roof: Shingle/Asb.

25. Architectural character or style
Craftsman

THIS SECTION FOR MDAH USE ONLY

26. Category

27. Functional type

28. Registration status and dates
☐ NHL
☐ listed NR
☐ in NR district
☐ federal DOE
☐ state landmark
☐ local landmark
☐ in local district
☐ HABS / HAER

29. If located in historic district
a. Name of district

b. Rating
☐ pivotal ☐ contributing ☐ marginal ☐ noncontributing ☐ intrusion

c. District element number

MISSISSIPPI HISTORIC RESOURCES INVENTORY
Page 2

30. Architectural or historical importance, if any

Not quite old enough, this residence is similar in material, mass and detail to many built earlier which do contribute to the historic character of the neighborhood.

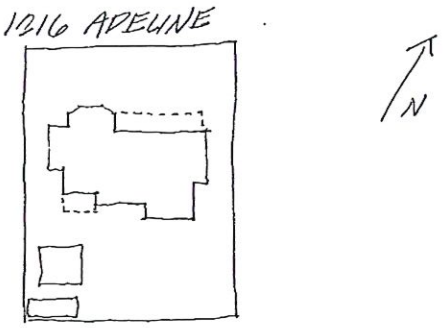
31. Historical or thematic context(s), if applicable

32. Additional remarks or continuation of other sections

33. Sources of information

Forrest County Assessors Records
Sanborn Insurance Maps 1910,15,25,31,61
City Directories 1905,10,18,21,27,29,35,37,39,41

34. Sketch of site plan. (Include north arrow. Show outline of building shape and locations of outbuildings.)



35. Owner's name and address (see instructions)
Gerald Morris
1216 Adeline Street
Hattiesburg, MS 39401

36. Photographer or photo source
Robert J. Cangelosi, Jr.

37. Photo roll and frame number(s)
2291-2

38. Photo date
25 May 1990

39. Inventory form completed by (name and organization)
Robert J. Cangelosi, Jr.
Koch and Wilson Architects

40. Survey project name
1990 Hattiesburg Survey

41. Date form completed
June 29, 1990

THIS SECTION FOR MDAH USE ONLY

42. Other information in HPD files

43. Evaluation

a. ☐ already listed in NR
☐ appears individually eligible
☐ potentially eligible if restored
☐ would contribute to district
☐ does not appear eligible
☐ insufficient information
☐ not applicable / not extant

b. Area(s) of significance

c. Evaluated by

d. Date of evaluation

6-89

RECEIVED
APR 06 2026
BY: RA

Application for a Certificate of Appropriateness

to Hattiesburg Historic Conservation Commission
for a proposed exterior change to a property within designated historic districts

Office Use Only
Received
Complete
HHCC review
Action

Historic District: THE OAKS
Property address: 1216 ADELINE STREET
Present zoning:

Applicant: JOHN HOLLOWAY
Address: 1216 ADELINE ST.
Phone:

Owner: JOHN HOLLOWAY
Address: 1216 ADELINE ST.
Phone:

Signature and permission of Applicant / date:
JOHN Holloway 4.1.2026

If the applicant is not the owner, include a letter from the owner authorizing the change.

I hereby authorize City of Hattiesburg staff access to the property for taking pictures and documentation.

Proposed starting date: MAY 14, 2026

Briefly describe the proposed project / Proposed Alterations (attach additional sheets as needed):

CONSTRUCTION OF A DETACHED GARAGE AROUND THE SIDE OF THE LOT FOR 1216 ADELINE. ACCESS TO THE GARAGE WOULD BE OFF 9th WHERE IT BECOMES HARLEY.

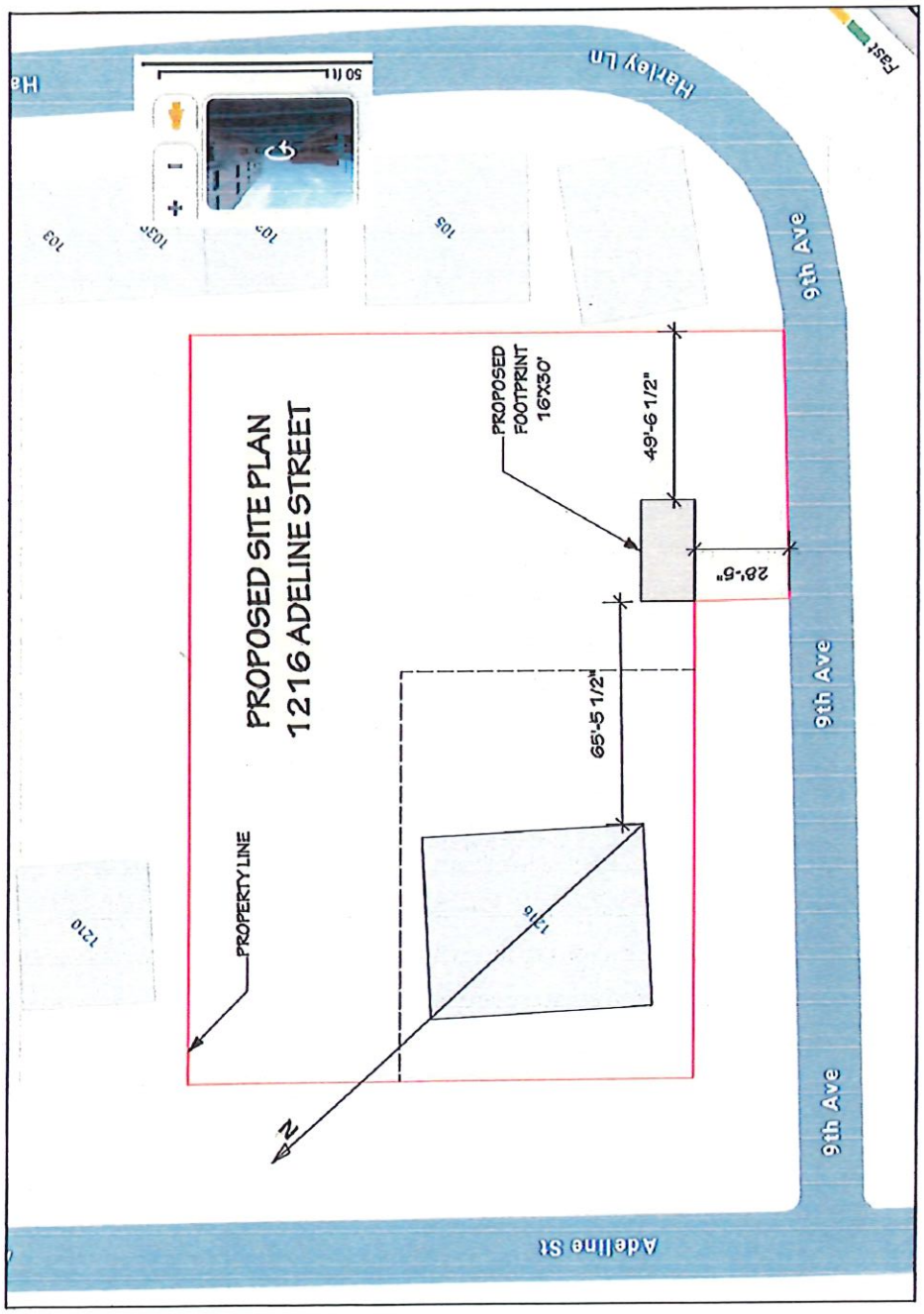
NOTE: Appropriate support materials for each proposed change as required must be submitted to complete this application.

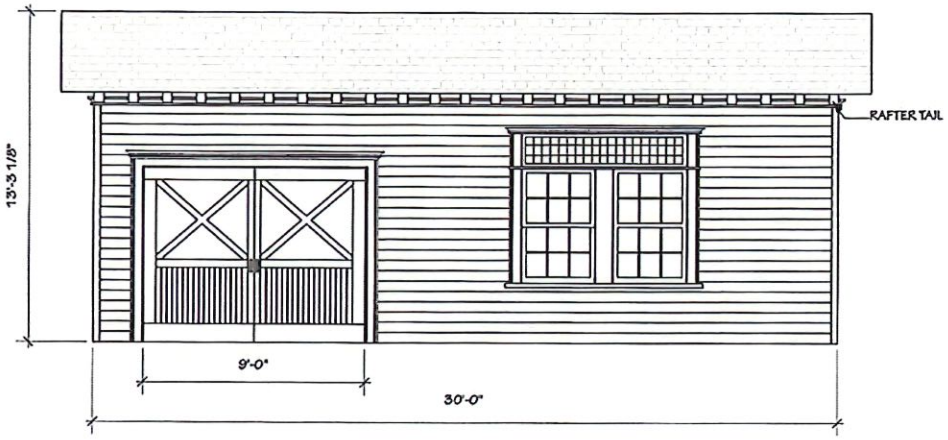
Incomplete applications will not be reviewed by the commission.

DEADLINE: Applications and support materials must be submitted by 5 p.m. Wednesday, 14 days prior to the regular HHCC meeting, normally the second Wednesday of each month.

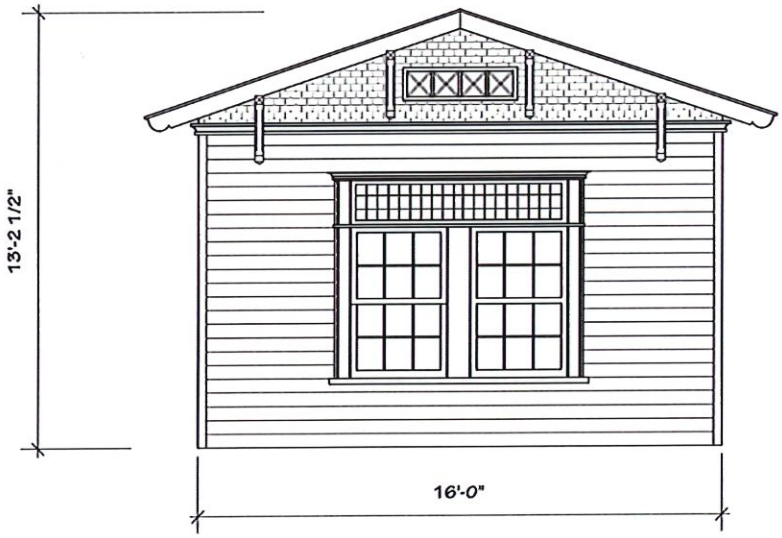
- [x] New Buildings and New Additions
- [ ] Major Restoration, Rehabilitation or Remodeling
- [ ] Site Changes -- tree removal, fences, walks, driveways, parking and signs
- [ ] Demolition and Relocation

Required support materials must be attached. Please see *Checklist for Required Support Materials* on the next page.

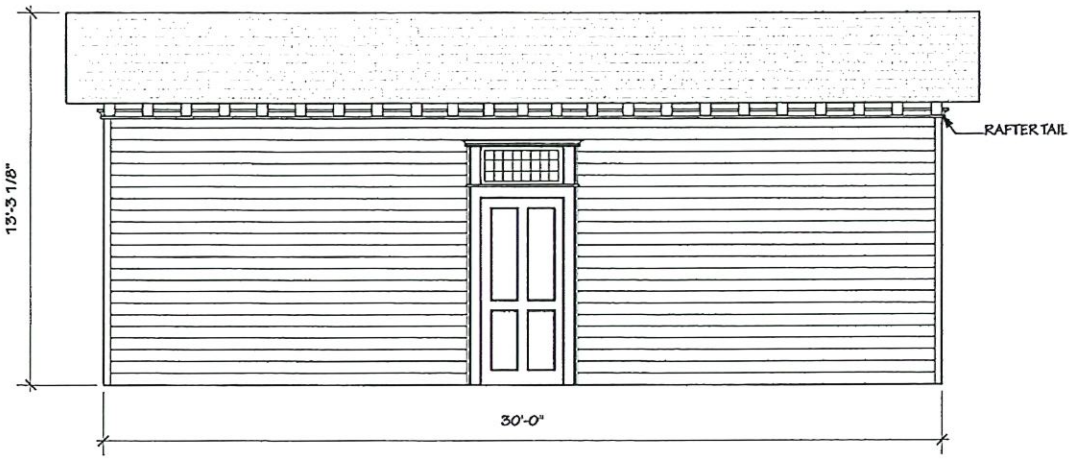

PROPOSED SITE PLAN
1216 ADELINE STREET
PROPOSED FOOTPRINT 16'X30'
49'-6 1/2"
28'-5"
65'-5 1/2"
PROPERTY LINE
1216
1210
N
9th Ave
9th Ave
9th Ave
Adeline St
Hanley Ln
105
103



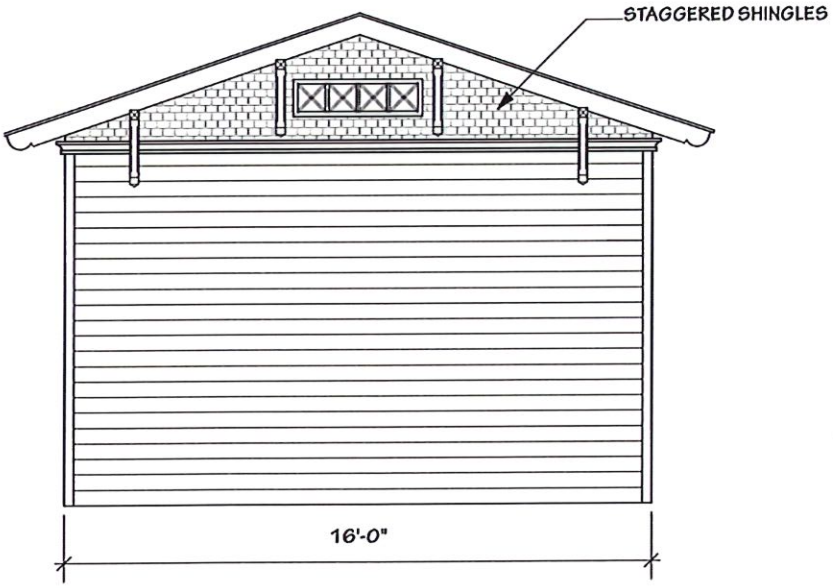
PROPOSED GARAGE
1216 ADELINE
HATTIESBURG, MS
WEST ELEVATION
FACES 9TH/HARLEY



PROPOSED GARAGE
1216 ADELINE
HATTIESBURG, MS
NORTH ELEVATION
FACES HOME



PROPOSED GARAGE
1216 ADELINE
HATTIESBURG, MS
EAST ELEVATION

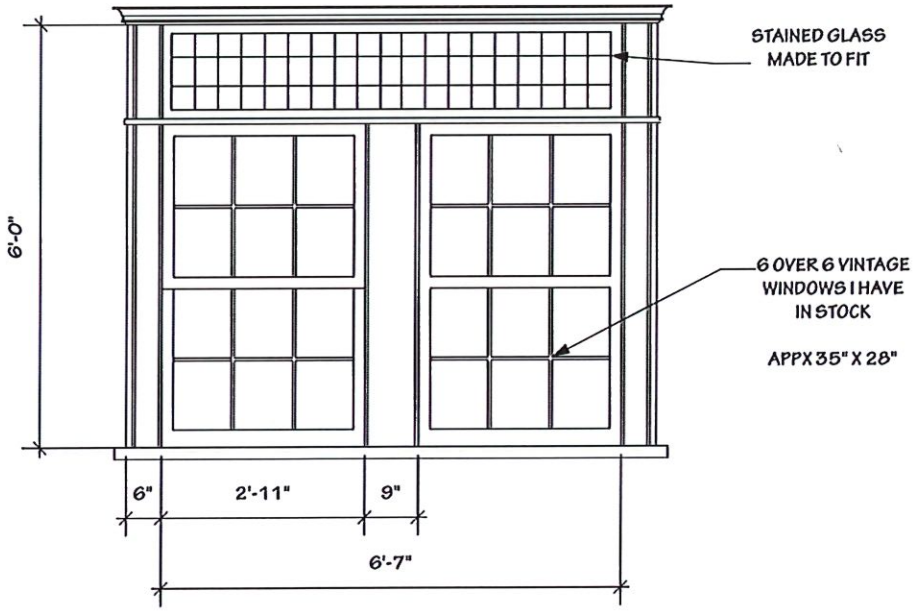


PROPOSED GARAGE
1216 ADELINE
HATTIESBURG, MS
SOUTH ELEVATION

FACES BAMBOO THICKET - AWAY FROM ADELINE

Proposed door and window details





PROPOSED WINDOW PACKAGE
X TWO
1216 ADELINE
HATTIESBURG, MS

URBAN DEVELOPMENT
PLANNING DIVISION

Quick Facts:

Applicant:

Erick Garcia

Address:

102 Pinehurst St.

Historic District:

Hub City Downtown Historic

Significance:

Contributing

Construction Date:

c1945

Ward:

4

PPIN Number(s):

13237

Hattiesburg Historic Conservation Commission
Planning Division
Item 2 - Staff Report
April 8, 2026



Property Image

Applicant's Requests:
Erick Garcia, owner, requests approval for window replacement and change of siding at 102 Pinehurst Street, in the Hub City Downtown Historic District.

Applicant's Scope of Work:
Replace selected windows, change siding on south wall.

Codes and Regulations

Hattiesburg Historic Design Guidelines
SECTION III: Residential Guidelines

Replacement of Windows

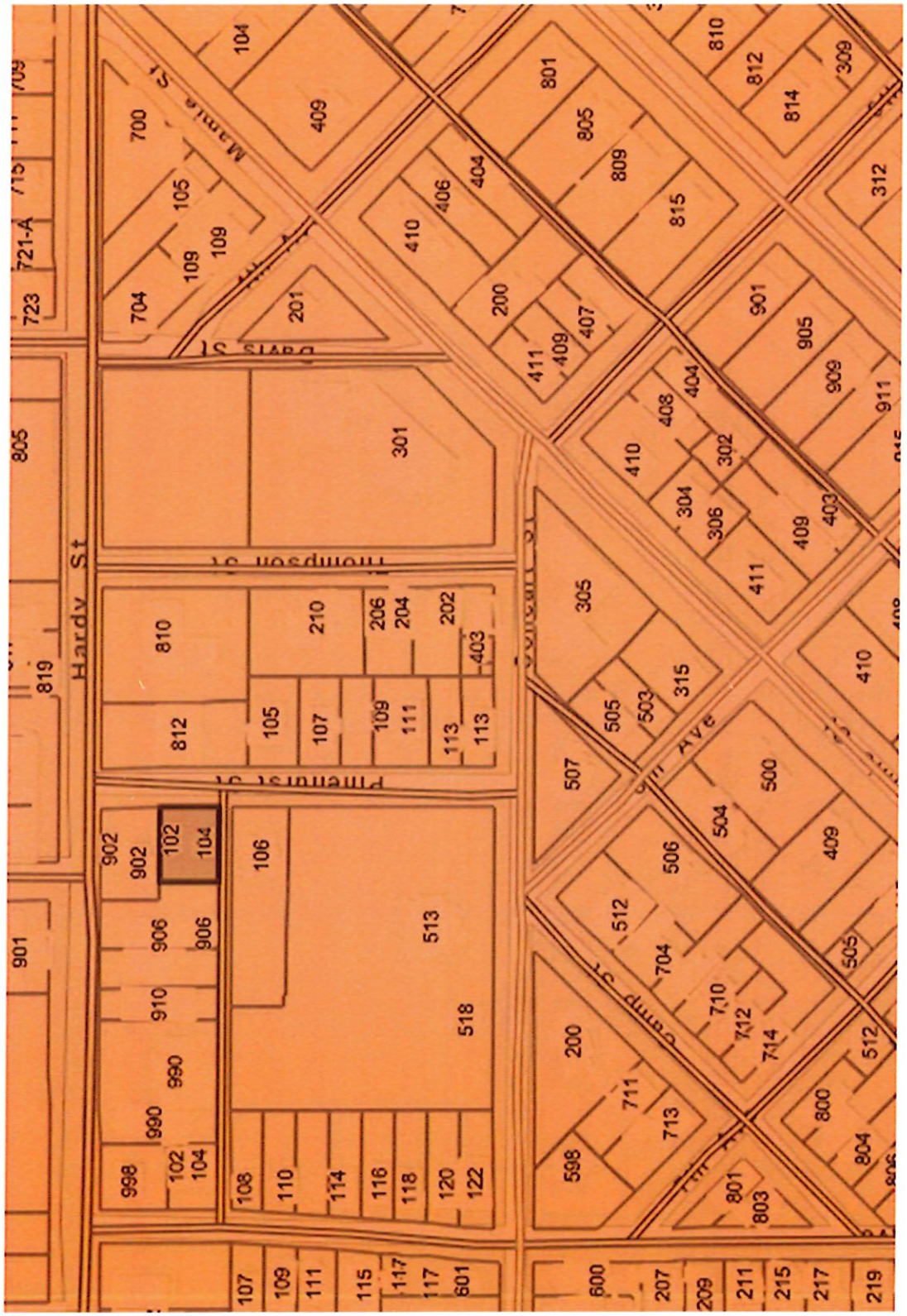
When a historic window is deemed beyond repair by a qualified professional, a replacement window may be considered.

Not Recommended

- . Replacing an entire window when replacement of parts is possible.
- Replacing an original window with one that does not convey the same appearance.
- Using a replacement window that does not fit the size of the original opening.
- Installing a replacement window of different architectural design.
- Using a replacement window with snap-in muntins (mullions) or grids between the glass (GBG).

Recommended

- Repairing and replacing parts of a window as needed rather than replacing the entire window. Epoxies can be used to repair windows previously thought beyond repair.
- Installing replacement windows that are compatible in size, design and material with the windows they are replacing, with either true divided lights or simulated divided lights (SDL).
- Using a window from an inconspicuous area of the house to replace a window of the same size on a primary or more visible façade.


Hardy St
Thompson St
Pinehurst St
Camp St
Davis St
Mamie St
Ave

Adjacent Properties







State of Mississippi
Department of Archives and History
P.O. Box 571
Jackson, MS 39205

HISTORIC RESOURCES INVENTORY

THE OAKS DISTRICT

1. a. Property name, historic

b. Property name, common
House

2. Property address / descriptive location
102 Pinehurst
Hattiesburg, MS 39401

3. Legal description (and acreage, if required) (see instructions)
S½ Lots 1 & 2 Blk. G
Bennett Sub. of Hardy Blk. 007
Bennett W.C. of Hardy

4. Former / historic use(s)
Residence

5. Present use
Residence

6. Significant persons, events or themes associated with property

7. Date(s) of association with significant persons, events or themes

8. Date of construction
☒ estimated 1936
☐ documented

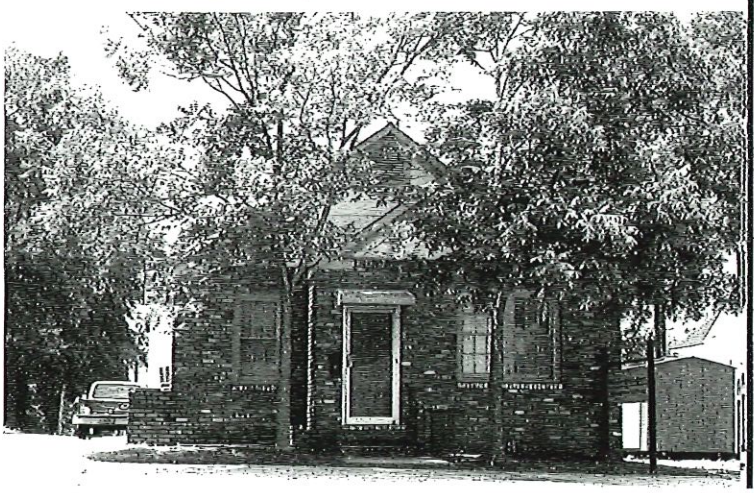
9. Date(s) of historic changes, if any
☐ moved
☐ enlarged / altered

10. Architect
☐ documented ☐ attributed

11. Builder / contractor
☐ documented ☐ attributed

12. Brief description
One-story wood frame residence with steep gable roof having boxed eaves. The original front of the house has been severely altered with the addition of brick veneer and the enclosure of a small entrance porch where the present door is. The typical original window is 6/6 double-hung.

13. Outbuildings or secondary elements (if significant use separate form)
1 office, 1 garage [see 100 Pinehurst]



14. MDAH Inventory Code

15. County FORREST

16. City or town HATTIESBURG
☐ vicinity of

17. Was interior surveyed? No

18. Survey seq. no. 5096

19. Ownership
☐ federal ☐ city
☐ state ☐ quasi-public agency
☐ county ☐ non-profit organization
☒ private

20. USGS quadrangle map

21. UTM reference (if required) (see instructions)

22. Condition
☐ excellent ☐ ruins
☐ good ☐ no visible remains
☒ fair ☐ incorporated into later structure
☐ deteriorated

23. Post-historic changes and dates

24. Principal materials
Walls: Wood/Asb./Brick
Roof: Shingle/Asp.

25. Architectural character or style
No Style

THIS SECTION FOR MDAH USE ONLY

26. Category

27. Functional type

28. Registration status and dates
☐ NHL
☐ listed NR
☐ in NR district
☐ federal DOE
☐ state landmark
☐ local landmark
☐ in local district
☐ HABS / HAER

29. If located in historic district
a. Name of district

b. Rating
☐ pivotal ☐ marginal
☐ contributing ☐ noncontributing
☐ intrusion

c. District element number

MISSISSIPPI HISTORIC RESOURCES INVENTORY
Page 2

30. Architectural or historical importance, if any

The non-historic alterations to this structure significantly destroy its architectural integrity. Built about 1936, this house was first owend by Brond Blackwelder.

31. Historical or thematic context(s), if applicable

35. Owner's name and address (see instructions)
Mary V. Beldekas & Angela Georgian
100-02 Pinehurst St.
Hattiesburg, MS 39401

32. Additional remarks or continuation of other sections

36. Photographer or photo source
Robert J. Cangelosi, Jr.

37. Photo roll and frame number(s)
2294-33

38. Photo date
25 May 1990

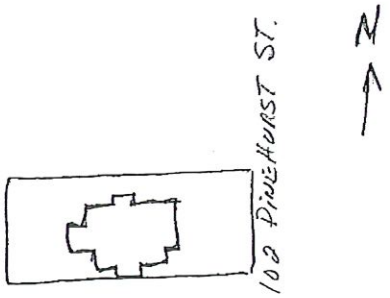
33. Sources of information
Forrest County Assessors Records
Sanborn Insurance Maps 1910,15,25,31,61
City Directories 1905,10,18,21,27,29,35,37,39,41

39. Inventory form completed by (name and organization)
Robert J. Cangelosi, Jr.
Koch and Wilson Architects

40. Survey project name
1990 Hattiesburg Survey

41. Date form completed
June 29, 1990

34. Sketch of site plan. (Include north arrow. Show outline of building shape and locations of outbuildings.)



THIS SECTION FOR MDAH USE ONLY

42. Other information in HPD files

43. Evaluation
a. ☐ already listed in NR
☐ appears individually eligible
☐ potentially eligible if restored
☐ would contribute to district
☐ does not appear eligible
☐ insufficient information
☐ not applicable / not extant

b. Area(s) of significance

c. Evaluated by

d. Date of evaluation

6-89

RECEIVED
APR 13 2026
BY:

Application for Historic Certificate of Appropriateness

City of Hattiesburg – Planning Division
PO BOX 1898 – Hattiesburg, MS 39403-1898 | Phone (601)- 545-4599

NOTE:

- This document must be completed IN FULL prior to any review by the Historic Planner or Historic Conservation Commission.
  The Historic Conservation Commission meets every Second Wednesday of the month at 12:00pm in the Jackie Dole Community Center.
- The deadline for Application Submission is by 5:00 pm on Wednesday, 2 weeks prior to the regular Historic Conservation Commission.

Project Information

Application Date: 04/13/2026

Name of Project: _____ Historic District: Hub city downtown

Municipal Address of Site: 102 pinehurst PPIN #: _____

This application is for: (Check One)

☐New Buildings and Additions ☒Major Restoration, Rehabilitation, or Remodeling

☐Site Changes (tree removal, fences, walks, driveways, parking, and signs) ☐Demolition and Relocation

Proposed Start Date: _____ Estimated Project Cost $: _____

Brief Description of the proposed project/alterations: replaced side windows due to that side having in bad shape and falling apart. Brick was put on to match the rest of the house due to that whole side being not in good condition.

Contact Information

Applicant Name & Title: Erick Garcia Company Name: Hernandez tire shop

Applicant Email Address: _____

Applicant Full Address: _____ Applicant Phone Number: _____

If the applicant is not the owner, include a letter from the owner authorizing the change.

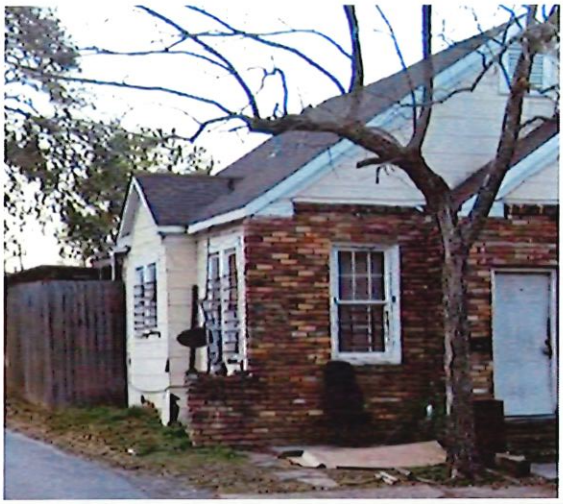
Property Owner Name & Title: _____ Company Name: _____

Property Owner Email Address: _____

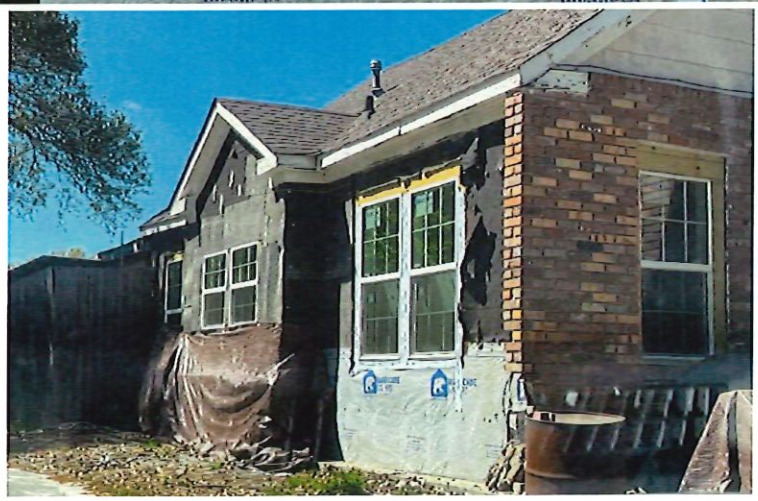
Property Owner Full Address: _____ Property Owner Phone Number: _____

For Staff Only:			
Zoning:	Historic District:	Flood Zone:	Ward: ☐1 ☐2 ☐3 ☐4 ☐5
Project Number:		Received:	
Time & Date Scheduled:			

Updated Version 07/31/2024




BARRICADE
UDL PRO



URBAN DEVELOPMENT
PLANNING DIVISION

Quick Facts:

Applicant:

Pine Oaks Apartments/ Dennis Miller, Owner

Address:

714 W Pine St. (rear building)

Historic District:

Oaks Historic

Significance:

Non-Contributing

Construction Date:

c1980

Ward:

4

PPIN Number(s):

19245

Hattiesburg Historic Conservation Commission
Planning Division
Item 3 - Staff Report
April 8, 2026



Property Image

Applicant's Requests:
Pine Oaks Apartments/ Dennis Miller, Property Owner, requests approval to replace non-historic windows and paint exterior brick at 714 W Pine (rear building) in the Oaks Historic District.

Applicant's Scope of Work:
Replace non-historic windows, paint exterior brick

Codes and Regulations

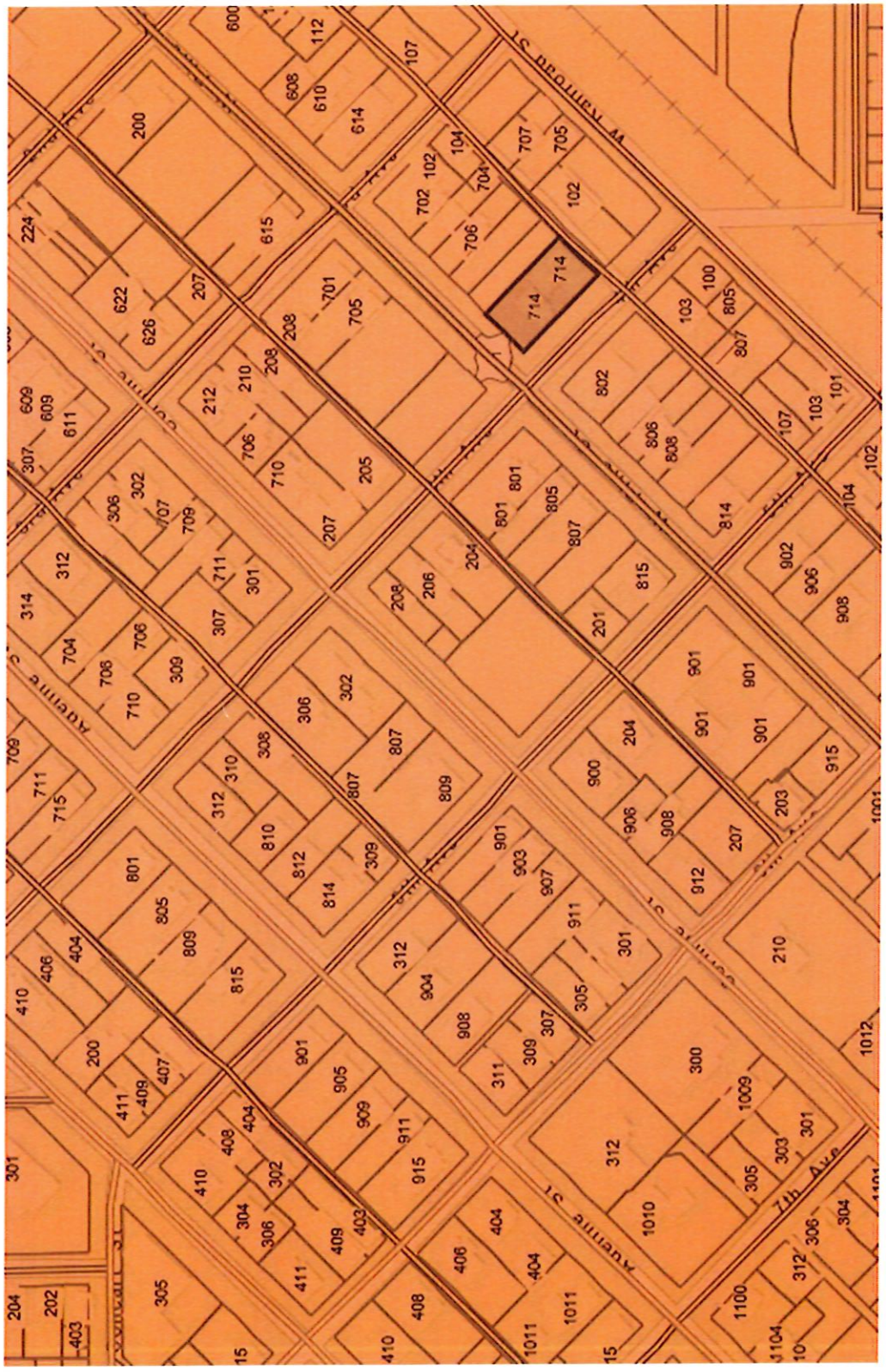
Hattiesburg Historic Design Guidelines
SECTION VI: Renovation and Rehabilitation

Painting natural masonry units can drastically alter the character of a building, masking significant architectural details, and trapping moisture inside the masonry unit, which may cause spalling, crazing, or accelerated biological growth.

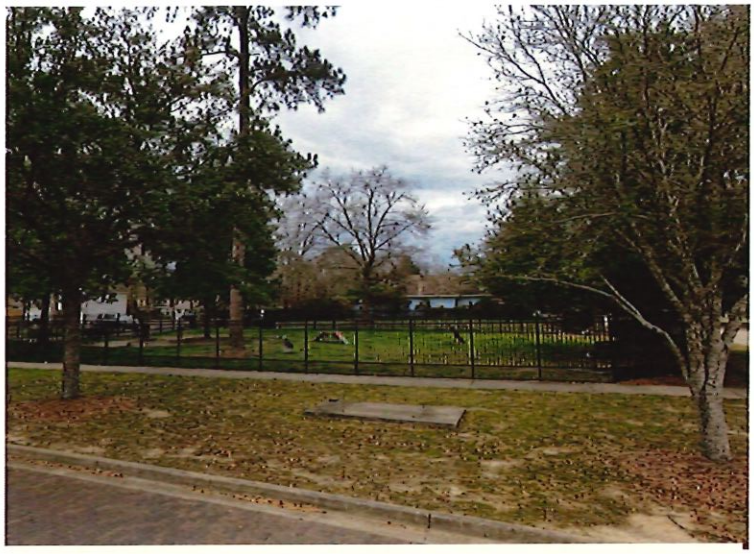
NOTE: Non-historic brick, depending on its individual properties and the nature of its application, may be more durable and less susceptible to moisture than historic brick. Therefore, painting of non-historic brick may be considered on a case-by-case basis.

Hattiesburg Historic Design Guidelines
SECTION III: Residential Guidelines - Windows

- Installing replacement windows that are compatible in size, design and material with the windows they are replacing, with either true divided lights or simulated divided lights (SDL).


W Hanford St
Aqueline St
7th Ave

Adjacent Properties







APR 30 2026

Application for Historic Certificate of Appropriateness

City of Hattiesburg – Planning Division
PO BOX 1898 – Hattiesburg, MS 39403-1898 | Phone (601)- 545-4599

NOTE:

- This document must be completed IN FULL prior to any review by the Historic Planner or Historic Conservation Commission.
- The Historic Conservation Commission meets every Second Wednesday of the month at 12:00pm in the Jackie Dole Community Center.
- The deadline for Application Submission is by 5:00 pm on Wednesday, 2 weeks prior to the regular Historic Conservation Commission.

Project Information

Application Date: 4 24 26

Name of Project: Pine oaks apt Historic District: Oaks

Municipal Address of Site: 74 West Pine PPIN #: 19245

This application is for: (Check One)

☐New Buildings and Additions ☒Major Restoration, Rehabilitation, or Remodeling

☐Site Changes (tree removal, fences, walks, driveways, parking, and signs) ☐Demolition and Relocation

Proposed Start Date: TBD Estimated Project Cost $: 25000

Brief Description of the proposed project/alterations: Paint the Brick and replace Windows

Contact Information

Applicant Name & Title: Dennis Miller Company Name: Pine Oaks LLC

Applicant Email Address: drm0906@gmail.com

Applicant Full Address: _____ Applicant Phone Number: _ _ _ _ _ _ _ _ _ _

If the applicant is not the owner, include a letter from the owner authorizing the change.

Property Owner Name & Title: _____ Company Name: _____

Property Owner Email Address: _____

Property Owner Full Address: _____ Property Owner Phone Number: _____

For Staff Only:			
Zoning:	Historic District:	Flood Zone:	Ward: ☐1 ☐2 ☐3 ☐4 ☐5
Project Number:		Received:	
Time & Date Scheduled:			

Updated Version 07/31/2024



URBAN DEVELOPMENT
PLANNING DIVISION

Quick Facts:

Applicant:

Pine Oaks Apartments/
Dennis Miller, Owner

Address:

707 Railroad St.

Historic District:

Oaks Historic

Significance:

Non-Contributing

Construction Date:

c1980

Ward:

4

PPIN Number(s):

19241

Hattiesburg Historic Conservation Commission
Planning Division
Item 4 - Staff Report
April 8, 2026



Property Image

Applicant's Requests:
Pine Oaks Apartments/ Dennis Miller, Property Owner, requests approval to replace non-historic windows and paint exterior brick at 707 Railroad St in the Oaks Historic District.

Applicant's Scope of Work:
Replace non-historic windows, paint exterior brick

Codes and Regulations

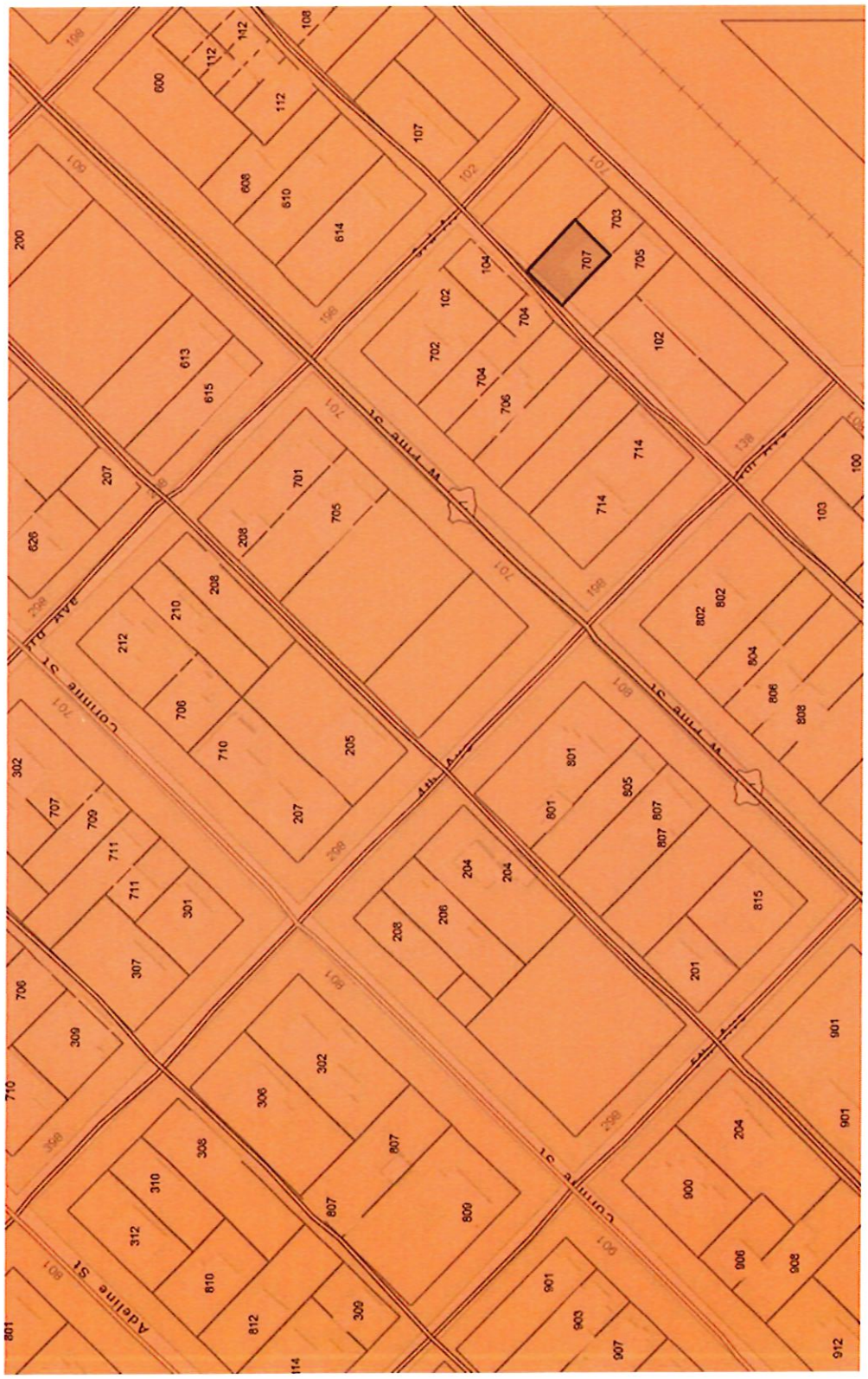
Hattiesburg Historic Design Guidelines
SECTION VI: Renovation and Rehabilitation

Painting natural masonry units can drastically alter the character of a building, masking significant architectural details, and trapping moisture inside the masonry unit, which may cause spalling, crazing, or accelerated biological growth.

NOTE: Non-historic brick, depending on its individual properties and the nature of its application, may be more durable and less susceptible to moisture than historic brick. Therefore, painting of non-historic brick may be considered on a case-by-case basis.

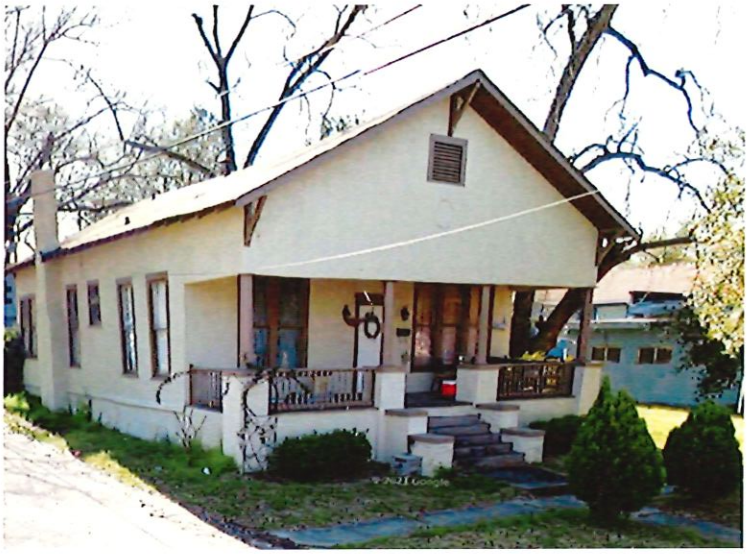
Hattiesburg Historic Design Guidelines
SECTION III: Residential Guidelines - Windows

- Installing replacement windows that are compatible in size, design and material with the windows they are replacing, with either true divided lights or simulated divided lights (SDL).


Adeline St
Corinne St
1st Ave N
1st Ave N
1st Ave N

Adjacent Properties







Application for Historic Certificate of Appropriateness

City of Hattiesburg – Planning Division
PO BOX 1898 – Hattiesburg, MS 39403-1898 | Phone (601)- 545-4599

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- The Historic Conservation Commission meets every Second Wednesday of the month at 12:00pm in the Jackie Dole Community Center.
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Project Information

Application Date: 4 24 26

Name of Project: Pine Oaks Historic District: Oaks

Municipal Address of Site: 707 Rail Road PPIN #: 19241

This application is for: (Check One)

☐New Buildings and Additions ☐Major Restoration, Rehabilitation, or Remodeling

☐Site Changes (tree removal, fences, walks, driveways, parking, and signs) ☐Demolition and Relocation

Proposed Start Date: TBD Estimated Project Cost $: 5000

Brief Description of the proposed project/alterations: Paint Brick replace Windows

Contact Information

Applicant Name & Title: Dennis Miller Company Name: Pine oaks LLC

Applicant Email Address: dlm0906@gmail.com

Applicant Full Address: Petal MS 39465 Applicant Phone Number:

If the applicant is not the owner, include a letter from the owner authorizing the change.

Property Owner Name & Title: _____ Company Name: _____

Property Owner Email Address: _____

Property Owner Full Address: _____ Property Owner Phone Number: _____

For Staff Only:			
Zoning:	Historic District:	Flood Zone:	Ward: ☐1 ☐2 ☐3 ☐4 ☐5
Project Number:		Received:	
Time & Date Scheduled:			

Updated Version 07/31/2024



URBAN DEVELOPMENT
PLANNING DIVISION

Quick Facts:

Applicant:

Pine Oaks Apartments/
Dennis Miller, Owner

Address:

102 4th Ave.

Historic District:

Oaks Historic

Significance:

Non-Contributing

Construction Date:

c1980

Ward:

4

PPIN Number(s):

19244

Hattiesburg Historic Conservation Commission
Planning Division
Item 5 - Staff Report
April 8, 2026



Property Image

Applicant's Requests:
Pine Oaks Apartments/ Dennis Miller, Property Owner, requests approval to replace non-historic windows and paint exterior brick at 102 4th Ave. in the Oaks Historic District.

Applicant's Scope of Work:
Replace non-historic windows, paint exterior brick

Codes and Regulations

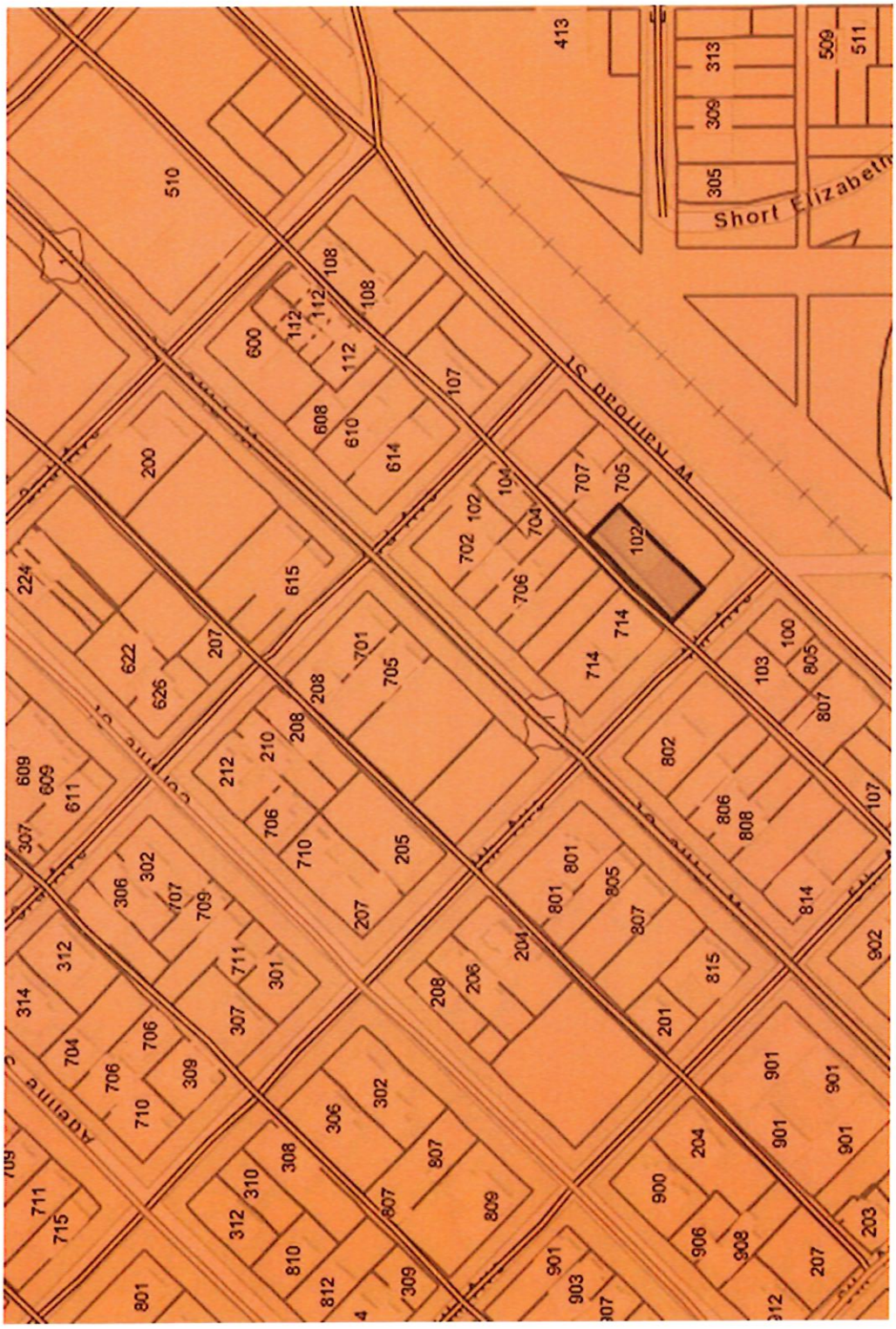
Hattiesburg Historic Design Guidelines
SECTION VI: Renovation and Rehabilitation

Painting natural masonry units can drastically alter the character of a building, masking significant architectural details, and trapping moisture inside the masonry unit, which may cause spalling, crazing, or accelerated biological growth.

NOTE: Non-historic brick, depending on its individual properties and the nature of its application, may be more durable and less susceptible to moisture than historic brick. Therefore, painting of non-historic brick may be considered on a case-by-case basis.

Hattiesburg Historic Design Guidelines
SECTION III: Residential Guidelines - Windows

- Installing replacement windows that are compatible in size, design and material with the windows they are replacing, with either true divided lights or simulated divided lights (SDL).


Short Elizabeth
W Kamroad St
Adeline St

Adjacent Properties







Application for Historic Certificate of Appropriateness

City of Hattiesburg – Planning Division
PO BOX 1898 – Hattiesburg, MS 39403-1898 | Phone (601)- 545-4599

NOTE:
- This document must be completed IN FULL prior to any review by the Historic Planner or Historic Conservation Commission.
- The Historic Conservation Commission meets every Second Wednesday of the month at 12:00pm in the Jackie Dole Community Center.
- The deadline for Application Submission is by 5:00 pm on Wednesday, 2 weeks prior to the regular Historic Conservation Commission.

Project Information

Application Date: 4 24 26

Name of Project: Pine Oaks LLC Historic District: Oaks

Municipal Address of Site: 102 4th Ave PPIN #: 19244

This application is for: (Check One)

☐New Buildings and Additions ☒Major Restoration, Rehabilitation, or Remodeling

☐Site Changes (tree removal, fences, walks, driveways, parking, and signs) ☐Demolition and Relocation

Proposed Start Date: TBD Estimated Project Cost $: 20 000

Brief Description of the proposed project/alterations: Paint Brick replace Windows

Contact Information

Applicant Name & Title: Dennis Millaway Company Name: Pine Oaks LLC

Applicant Email Address: [redacted]

Applicant Full Address: [redacted] Applicant Phone Number: [redacted]

If the applicant is not the owner, include a letter from the owner authorizing the change.

Property Owner Name & Title: _____ Company Name: _____

Property Owner Email Address: _____

Property Owner Full Address: _____ Property Owner Phone Number: _____

For Staff Only:			
Zoning:	Historic District:	Flood Zone:	Ward: ☐1 ☐2 ☐3 ☐4 ☐5
Project Number:		Received:	
Time & Date Scheduled:			

Updated Version 07/31/2024



URBAN DEVELOPMENT
PLANNING DIVISION

Quick Facts:

Applicant:

Wright Development

Address:

2010 Brooklane Dr.

Historic District:

Parkhaven Historic

Significance:

Outside NRD

Construction Date:

c1955

Ward:

4

PPIN Number(s):

16379

Hattiesburg Historic Conservation Commission
Planning Division
Item 6 - Staff Report
April 8, 2026



Property Image

Applicant's Requests:
Wright Development, Owner, requests approval to paint exterior brick, replace front door, and install shutters at 2010 Brooklane Drive in the Parkhaven Historic District.

Applicant's Scope of Work:
Paint brick, replace door, install shutters

Codes and Regulations

Hattiesburg Historic Design Guidelines
SECTION III: Residential Guidelines

Masonry

Masonry includes brick, stone, concrete and terra

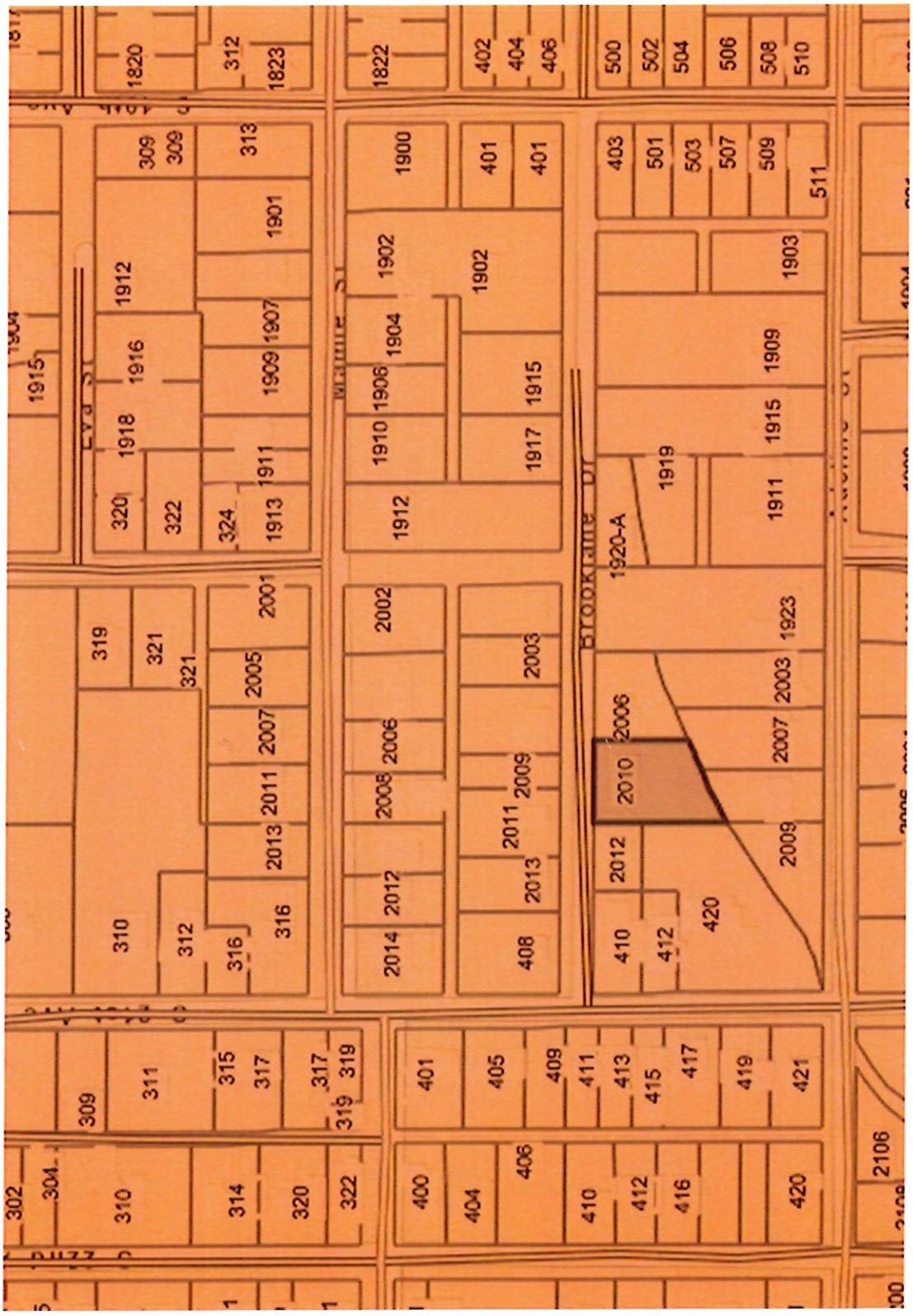
★ Painting natural masonry units can drastically alter the character of a building, masking significant architectural details, and trapping moisture inside the masonry unit, which may cause spalling, crazing, or accelerated biological growth.

Not Recommended

- Removing or radically changing masonry features that are important in defining the overall historic character of the building.
- Using a high pressure wash or sandblasting to clean masonry surfaces. Such treatment may produce harmful health effects and the possibility of stripping the top layer of a brick or stone finish.
- Painting masonry surfaces when there is no historical evidence of the finish ever being painted.
- Replacing historic mortar or repairing mortar by using a mortar that is too hard. If hard mortar is used, the bricks will not have the ability to expand and contract with changes in temperature and humidity.
- Using a commercial sealant to prevent water penetration of masonry surfaces.

Recommended

- Identifying, retaining and preserving masonry features that are important in defining the overall historic character of a building.
- Cleaning masonry only when necessary to halt deterioration or remove heavy soiling. The gentlest means possible should be used for cleaning.
- Leaving masonry surfaces unpainted if they have never been painted.
- Using a soft mortar to repair or replace sections of damaged mortar.
- Not using commercial sealants to seal the outer layer of brick or stone.


Eva St
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2106







State of Mississippi
Department of Archives and History
P.O. Box 571
Jackson, MS 39205

HISTORIC RESOURCES INVENTORY

a. Property name, historic

b. Property name, other

2 Property address/descriptive location
2008 Brooklane Dr.

3. Legal description (and acreage, if required -- see instructions)
PPIN 016379

10. County
FORREST

11. City or Town
☐ Vicinity of
HATTIESBURG

12. Owner's name and address
Marsha F. Knight
2010 Brooklane Dr.
Hattiesburg, MS 39401

13. Was interior surveyed?
No

14. Survey seq. no

15. USGS quadrangle map

4. Former/historic use
Residence

5. Present Use
Residence

16. UTM reference (if required-see instructions)

6. Architect
☐ documented ☐ attributed

7. Builder/contractor
☐ documented ☐ attributed

17. Date of construction
1948
☒ estimated
☐ documented

8. Brief description
One story. Ranch. Parallel to street. Raised foundation. Brick veneer with vertical Masonite siding on part of front of house and underneath the carport. Side gable roof with architectural shingles. Seven, 6/6, aluminum, single hung windows with bronze finish. There are two sets of two windows and one set of windows with three windows) Wood front door with four raised panels and a half fan light at the top of the door. Wide window and door facings. Concrete stoop at front entrance. Single attached carport on right side of house. Storage area at the rear with single wood entrance door. Two wood support post under carport. Interior fireplace.

18. Integrity
☐ very intact ☐ deteriorated
☒ some changes ☐ ruins
☐ extensive changes ☐ no visible remains

19. Dates of changes, if any
☐ moved
☐ enlarged/ altered
☐ artificial siding
☒ replaced windows/doors
☐ enclosed/altered porch
☐ storefront alterations

9. Outbuildings or secondary elements (if significant, use separate form)
Single width concrete driveway. Short walled brick planter partial width of front of house. One large cedar tree in front yard, large pine on side of house and large sweet gum and oaks in rear yard.

20. Architectural character or style
Ranch

Attach photograph here



THIS SECTION FOR MDAH USE ONLY

21. Registration status
☐ NHL
☐ listed NR
☐ in NR district
☐ Mississippi landmark
☐ local landmark/local district

22. If located in historic district
a. Name of district

b. Rating
☐ contributing
☐ previously listed
☐ noncontributing

C. District element number

MDAH Inventory Code

Adjacent Properties

MISSISSIPPI HISTORIC RESOURCES INVENTORY
PAGE2

23. Historical information

24. Additional remarks or continuation of other sections

25. Sources of information

Forrest County Tax Assessor's Records

27. Photographer or photo source
Russell Bearden

28. Photo roll and frame number (s)
Brooklane, 2008 IMG_0185.JPG

29. Photo date
29 August 2008

30 Inventory form completed by
(name and organization)

Patti Mowery
Parkhaven Neighborhood Association

31. Survey project name

2008 Parkhaven Survey

32. Date form completed
25 January 2009

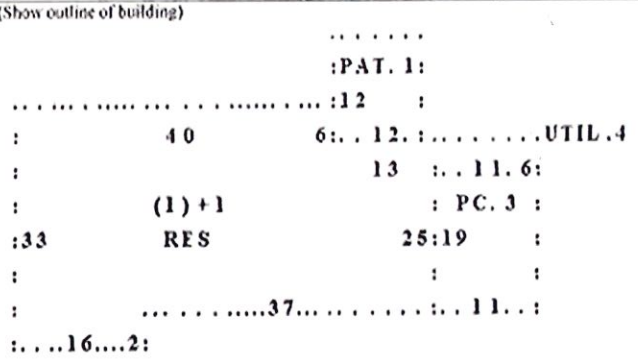
THIS SECTION FOR MDAH USE ONLY

33. Evaluation of National Register eligibility

a. ☐ already listed (see front of form)
☐ appears individually eligible
☐ potentially eligible if restored
☐ would contribute to district
☐ does not appear eligible
☐ insufficient information

b. Evaluated by/Date

26. Sketch of building plan or site plan. (Show outline of building)



Draw north arrow here.

Application for a Certificate of Appropriateness

to Hattiesburg Historic Conservation Commission

for a proposed exterior change to a property within designated historic districts

Office Use Only

Received_____

Complete_____

HHCC review_____

Action_____

Historic District: Parkhaven

Property address: 2010 Brooklane Drive

Present zoning: R1-A

Applicant: Garrett and Devyn Wright (Wright Development)

Address: 112 Lineage Lane, Flowood MS 39232

Phone: --- --- ----

Owner: Garrett and Devyn Wright (Wright Development)

Address: 112 Lineage Lane, Flowood MS 39232

Phone.

If the applicant is not the owner, include a letter from the owner authorizing the change.

Signature and permission of Applicant / date:

Garrett Wright 5/4/2026

I hereby authorize City of Hattiesburg staff access to the property for taking pictures and documentation.

Proposed starting date:_____

Briefly describe the proposed project / Proposed Alterations (attach additional sheets as needed):

We are proposing a modest exterior update and repair to enhance the homes appearance while respecting its historic character. As the owner of the adjacent property, our goal is to maintain the historic charm and maintain value on Brooklane Drive. If approved, we will complete:

1) Existing brick will be painted in a neutral, historical appropriate color to preserve the texture and integrity.

2) Missing bricks will be repaired/ replaced

3)Install natural wood shutters, sized and mounted in proportion to the windows, to compliment the home's architectural style. (Cont. on additional pages)

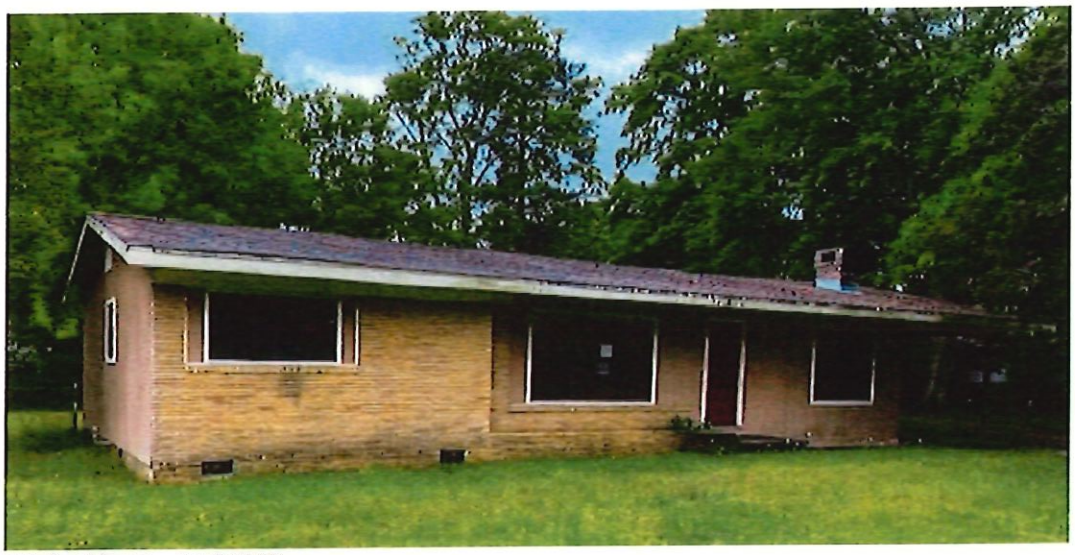
NOTE: Appropriate support materials for each proposed change as required must be submitted to complete this application.

Incomplete applications will not be reviewed by the commission.

DEADLINE: Applications and support materials must be submitted by 5 p.m. Wednesday, 14 days prior to the regular HHCC meeting, normally the second Wednesday of each month.

- ☐ New Buildings and New Additions
- ☐ Major Restoration, Rehabilitation or Remodeling
- ☐ Site Changes – tree removal, fences, walks, driveways, parking and signs
- ☐ Demolition and Relocation

Required support materials must be attached. Please see *Checklist for Required Support Materials* on the next page.

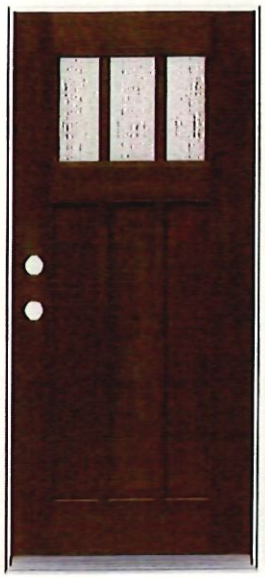


Existing House – April 2026



Proposed Appearance of House – May 2026. (Minor brick repair on brick ledges and flower beds included.)

Garrett and Devyn Wright – 2010 Brooklane Drive, Hattiesburg MS 39401.



Proposed Front Door Replacement (Approx. Example) to be replaced in the next 12 to 18 months.

URBAN DEVELOPMENT
PLANNING DIVISION

Quick Facts:

Applicants:

Rion Snowden, applicant & Quinby Chunn, owner

Address:

304 Mobile St

Historic District:

Hub City Downtown Historic

Significance:

Outside NRD

Construction Date:

c1931

Ward:

2

PPIN Number(s):

15657

Hattiesburg Historic Conservation Commission
Planning Division
Item 7 - Staff Report
April 8, 2026



Property Image

Applicant's Requests:
Rion Snowden, applicant, and Quinby Chunn, owner, request approval for site changes and installation of an accessory structure at 304 Mobile St. in the Hub City Downtown Historic District.

Applicant's Scope of Work:
Site changes, new accessory structure

Codes and Regulations

Hattiesburg Historic Design Guidelines
SECTION VI: Non-Residential Guidelines - Outbuildings

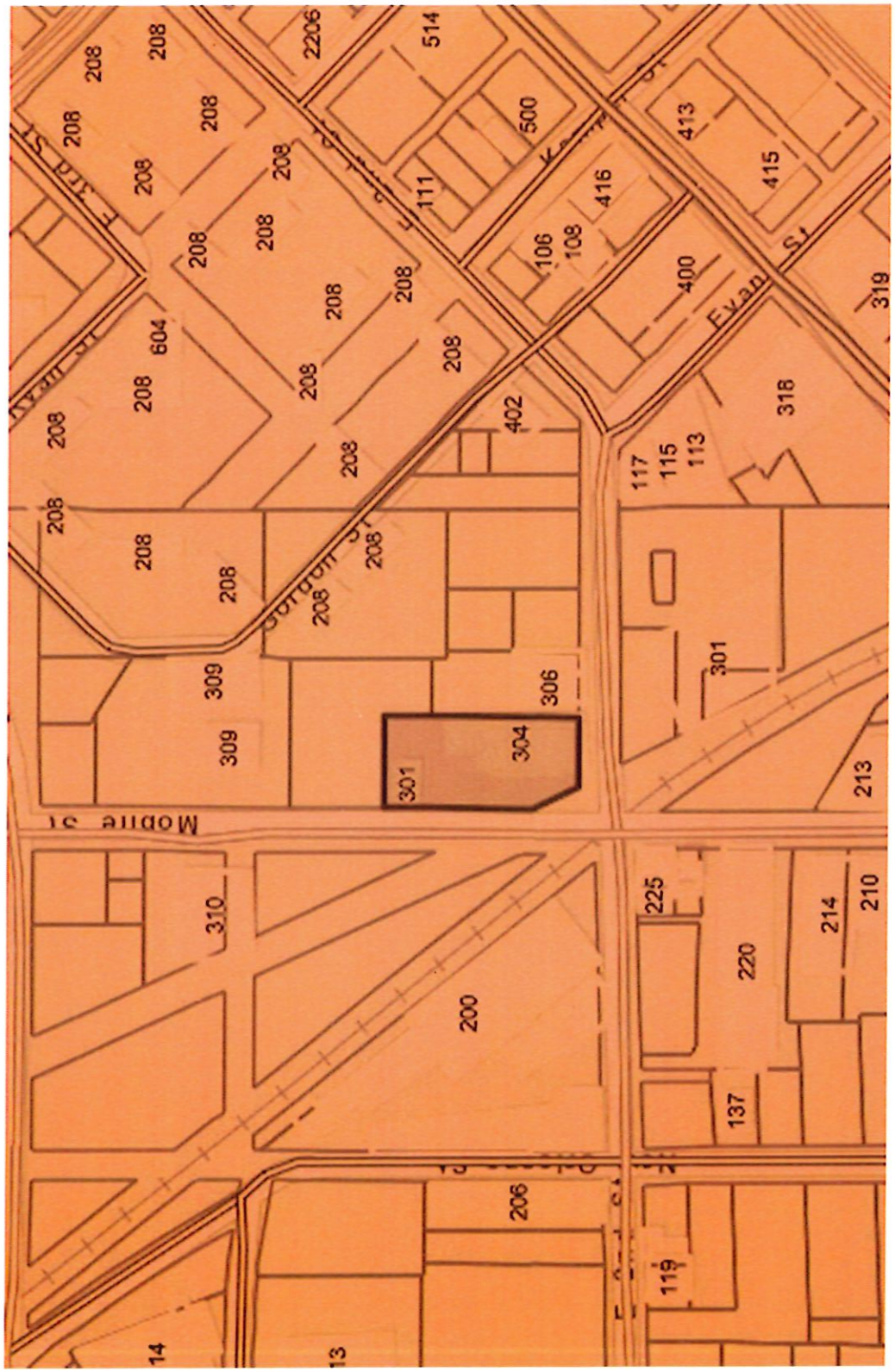
Outbuildings/Unattached Accessory Structures

Not Recommended

- Placing outbuildings or unattached accessory structures at or near the street, sidewalk, or public right-of-way.
- Installing accessory structures that do not complement existing architectural styles and materials in the surrounding district.

Recommended

- Outbuildings should be limited in size and density within historic commercial districts, in order to avoid "choppy", segmented blocks with visual interruptions.


208
2206
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Evan St
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304
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Mobile St
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225
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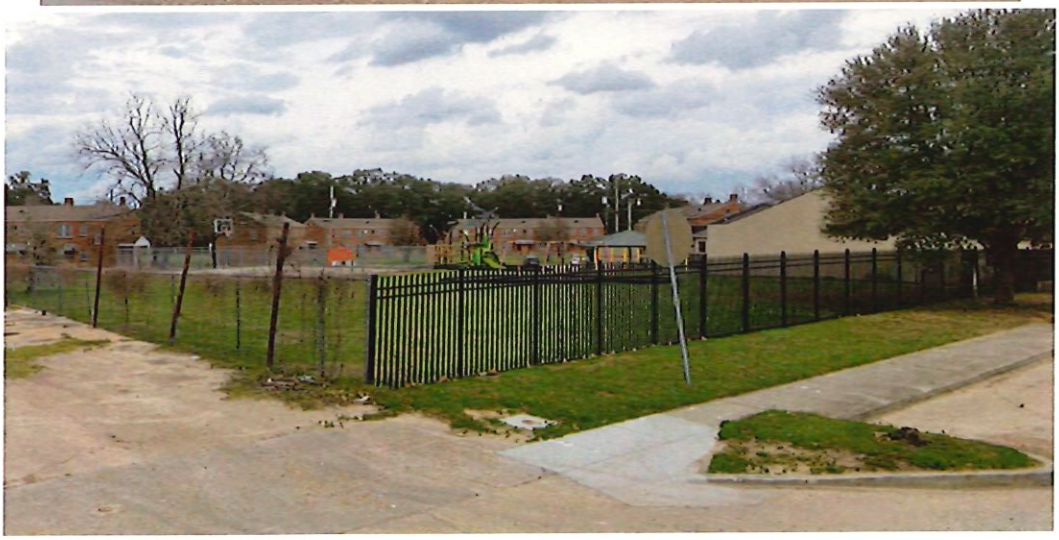
119
14
13

Adjacent Properties







State of Mississippi
Department of Archives and History
P.O. Box 571
Jackson, MS 39205

HISTORIC RESOURCES INVENTORY

1. a. Property name, historic
Enterprise Foundry & Machine Company

b. Property name, other
(former) Sears Warehouse

2. Property address/descriptive location
304 E 2nd St

3. Legal description (and acreage, if required—see instructions)
Forrest County Parcel #2-029J-10-011.00

4. Former/historic use
Machine Foundry

5. Present use
Vacant

6. Architect
☐ documented ☐ attributed

7. Builder/contractor
☐ documented ☐ attributed

8. Brief description
Two-story building, concrete masonry, brick, and stucco, with a flat roof and flat parapet. One-story concrete masonry addition attached to the west facade, also with flat roof and flat parapet. Primary facade is brick which wraps around the building and terminates approximately 15 feet back. Remainder of the building is concrete masonry units. Storefront of main building contains four bays (W, W, W, D) with the middle two bays centered and flanked by stuccoed pilasters. The second floor contains one bay and is covered with stucco panels that cover the middle 50% of the second-floor facade. The storefront windows are all plate glass single-light over tiled bulkheads. The bay on the far right end of the storefront contains paired aluminum frame plate glass doors topped by a narrow aluminum frame transom. The second-floor bay contains a grouping of three windows. The center window is a single-light plate glass and it is flanked by 1/1 fixed light windows. (continued)

9. Outbuildings or secondary elements (if significant, use separate form)

10. County
Forrest

11. City or Town
Hattiesburg
☐ vicinity of

12. Owner's name and address
CDB Properties, LLC
6431 US Hwy 49
Hattiesburg

13. Was interior surveyed?
No

14. Survey seq. no.
183.

15. USGS quadrangle map

16. UTM reference (if required—see instructions)

17. Date of construction
c.1931
☒ estimated
☐ documented

18. Integrity
☐ very intact ☐ deteriorated
☐ some changes ☐ ruins
☒ extensive changes ☐ no visible remains

19. Dates of changes, if any
☐ moved _____
☐ enlarged/altered _____
☒ artificial siding _____
☒ replaced windows/doors _____
☐ enclosed/altered porch _____
☒ storefront alterations _____

20. Architectural character or style
Traditional commercial with mid-century modern influence.



THIS SECTION FOR MDAH USE ONLY

1. Registration status
☐ NHL
☐ listed NR
☐ in NR district
☐ Mississippi landmark
☐ local landmark/local district

2. If located in historic district
a. Name of district

b. Rating
☐ contributing
☐ previously listed
☐ noncontributing

c. District element number

MDAH Inventory Code

MISSISSIPPI HISTORIC RESOURCES INVENTORY
Page 2

23. Historical information
This building may be a part of the Enterprise Foundry Company (previously Wakins Machine and Foundry Co.), which existed on this site for several decades. The current building footprint appears in the 1931-49 Sanborn map and a very similar footprint without the one-story addition to the west, appears in the 1931 Sanborn map. In the 1990's, the building was used as the Sears Furniture Warehouse.

27. Photographer or photo source
Russell Archer

28. Photo roll and frame number(s)
5307-18

29. Photo date
October 3, 2011

30. Inventory form completed by (name and organization)
Russell Archer
Archer Preservation Consulting, LLC

24. Additional remarks or continuation of other sections
(continued from box 8)
One-story addition has one bay only, on the right end of the facade, which contains an aluminum plate glass door. The remainder of the storefront on the addition is covered with corrugated sheet metal. A cantilevered metal awning stretches the full width of the main building and the addition.

31. Survey project name
Hub City Historic District

32. Date form completed
October 10, 2011

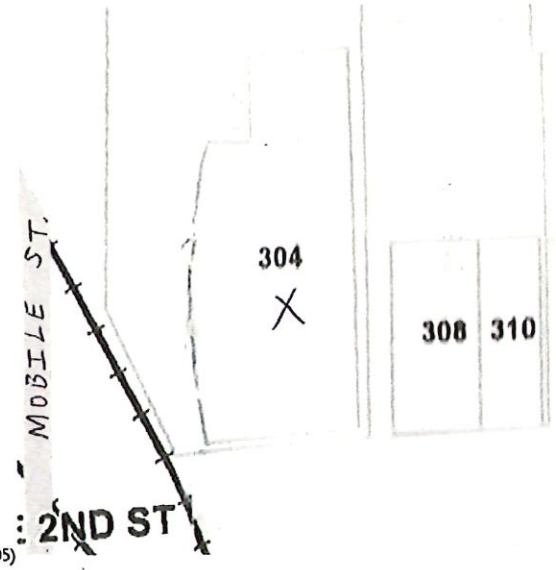
25. Sources of information
Sanborn Fire Insurance Maps: 1931?, 1931-49, 1961

THIS SECTION FOR MDAH USE ONLY

33. Evaluation of National Register eligibility
a. ☐ already listed (see front of form)
☐ appears individually eligible
☐ potentially eligible if restored
☐ would contribute to district
☐ does not appear eligible
☐ insufficient information

b. Evaluated by/date

26. Sketch of building plan or site plan. (Show outline of building)



Draw north arrow here.

(12-2005)

Application for a Certificate of Appropriateness

to Hattiesburg Historic Conservation Commission
for a proposed exterior change to a property within designated historic districts

Office Use Only

Received_____

Complete_____

HHCC review_____

Action_____

Historic District: Hub City National Register District

Property address: 304 Mobile Street, Hattiesburg, MS 39401

Present zoning: B5

Applicant: Rion Snowden

Address: 127 Buschman Street Suite 30

Hattiesburg, MS 39401

Phone: 601.329.9867

Signature and permission of Applicant / date:

Rion Snowden 5.6.26

Owner: Quinby Chunn

Address: 304 Mobile Street, Hattiesburg, MS 39401

Phone: 601.467.1057

If the applicant is not the owner, include a letter from the owner authorizing the change.

I hereby authorize City of Hattiesburg staff access to the property for taking pictures and documentation.

Proposed starting date: ASAP

Briefly describe the proposed project / Proposed Alterations (attach additional sheets as needed):

Replace existing deck with new wood deck.

Add exterior structure to provide additional access for refreshments.

Add ADA entrance through 2nd street gate.

NOTE: Appropriate support materials for each proposed change as required must be submitted to complete this application.

Incomplete applications will not be reviewed by the commission.

DEADLINE: Applications and support materials must be submitted by 5 p.m. Wednesday, 14 days prior to the regular HHCC meeting, normally the second Wednesday of each month.

- ☒ New Buildings and New Additions
- ☐ Major Restoration, Rehabilitation or Remodeling
- ☐ Site Changes – tree removal, fences, walks, driveways, parking and signs
- ☐ Demolition and Relocation

Required support materials must be attached. Please see *Checklist for Required Support Materials* on the next page.

Views of Project area





verb

CONTAINER BAR AND DECK ADDITION
2ND STREET
HATTIESBURG, MS 39401

MAIN LEVEL FLOOR PLAN

A1.0

CONCEPT IMAGE 1

CONCEPT IMAGE 2

CONCEPT IMAGE 3

EXISTING BUILDING TO BE OUT OF WORK
EXISTING BUILDING TO BE OUT OF WORK
YARD GAME AREA
OPEN AIR GROUND LEVEL SEATING
OUTDOOR BAR
WALK UP SIDE
RAISED LAWN GRADED WITH RAISED TERRACING
RAISED LAWN GRADED WITH RAISED TERRACING
RAISED LAWN GRADED WITH RAISED TERRACING

April Historic Report 2026

North Main Historic District

139 W 5TH St

- I am currently looking into the problems with this property and have spoken with the owner. Owner is currently looking for contractors to help with roofing, exterior work, and foundation projects.

901 Main St

- Notice of Violation was issued on 2/28/25 and Citation was sent out on 4/02/25. The property is currently being brought up to meet what was required by court order

114 Mable St

- Notice of violation was sent out for accumulation of garbage and rubbish and dumpster not screened in. Site Plan Meeting was had 3/26/2026 about dumpsters.

403 W 4th St

- Notice of Violation was sent to on 2/11/26 to get property registered as vacant

202 Walley St

- Notice of Violation was sent out on 2/12/26 to get property registered as vacant

103 Miller St

- Notice of Violation was sent out on 2/12/26 to get property registered as vacant

511 North St

- Notice of Violation was sent out on 2/17/26 to get property registered as vacant

1301 Main St

- Two Notices of Violation were sent out on this property one for the Vacancy Registration and one for a mobile vendor parked in the parking lot without a permit. The vendor left and complied.
- Notice of Violation was issued for the abandoned sign

511 Miller St

- Notice of Violation was sent out on 2/18/26 to get property registered as vacant

413 Miller St

- Notice of Violation was sent out on 2/11/26 to get property registered as vacant

409 Mable St

- Notice of Violation was sent out on 2/11/26 to get property registered as vacant

219 W 7th St

- Cars were stickered for being parked in the yard owners are now in compliance.

1300 Main

- Notice of Violation was sent out for the abandoned sign

128 E 5th St

- Notice of Violation was issued on 3/20/26 to get property registered as vacant

605 Louise St

- Notice of Violation was issued on 4/07/2026 for Overgrown Lot and Abandoned Vehicles

309 Mable St

- Notice of Violation was issued for changing out windows with No Coa

111 Montague

- Notice of Violation was issued for a Hazardous Tree

127 E 5TH St

- Notice of Violation was issued 4/27/2026 to get property registered as vacant

510 Columbia St

- Notice of Violation was issued 4/27/2026 to get property registered as vacant

520 Louise St

- Notice of Violation was issued for Overgrown Lot

Hub City Downtown Historic District

500 Main St

- Notice of Violations were sent out on 9/25/2025 per Ordinance 3377 Article 2 Vacancy Registration of Vacant Buildings
- Citations sent out on 1/30/2026 for court

600 Main St

- Notice of Violations were sent out on 9/25/2025 per Ordinance 3377 Article 2 Vacancy Registration of Vacant Buildings
- Citations sent out on 1/30/2026 for court

215 Forrest St

- Notice of Violations were sent out on 9/25/2025 per Ordinance 3377 Article 2 Vacancy Registration of Vacant Buildings
- Citations sent out on 1/30/2026 for court

130 W Front St

- Notice of Violations were sent out on 9/25/2025 per Ordinance 3377 Article 2 Vacancy Registration of Vacant Buildings
- Citations sent out on 1/30/2026 for court

111 Kamper St

- Notice of Violation was issued for Overgrown lot, abandoned vehicles, and exterior structure

117 W front St

- Notice of Violations were sent out on 9/25/2025 per Ordinance 3377 Article 2 Vacancy Registration of Vacant Buildings
- Citations sent out on 1/30/2026 for court

108 Kamper St

- A Notice of Violation was issued due to the overgrown lot, the exterior of the building and the open storage of barrels outside of the building

Hattiesburg Historic Neighborhood

911 Southern Ave

- Notice of Violation was sent out due to open storage, exterior structure, and vehicle parked in yard

307 Elizabeth Ave

- Notice of Violation was sent out due to accumulation of garbage and rubbish, and dangerous structure. The Division Manger and myself collaborated on this one and found the owner. They are currently working on cleaning up the property. The property had a permit pulled and is currently being brought into compliance.

103 Williams St

- Notice of Violation was issued for a Stop Work Order for removing siding.

406 Williams St

- Notice of Violations were sent out 2/10/2026 on accumulation of garbage and rubbish

913 E Laurel Ave

- Notice of Violation was issued for Exterior Structure, Dangerous Structure, Accumulation of Garbage and Rubbish, and Plumbing

The Oaks Historic District

802 W Pine St

- This has been an ongoing issue for several years
- The Citation was sent out on August of 2025
- The Property has changed owners and is being brought into compliance

222 2nd Ave

- Property still remains in violation for burned structure, accumulation of garbage and rubbish, open storage, and non-conforming use of property. I went out and completed a reinspection. I have submitted a Request for Council Resolution on the property and public hearing will be held in April.

108 2nd Ave

- Notice of Violation was issued on 3/17/26 for Overgrown Lot and Exterior Structure

608 Mamie St

- Notice of Violation was issued on 3/23/26 for overgrown lot, abandoned vehicle, and exterior structure

304 Mamie St

- Notice of Violation was issued on 4/02/2026 to get the property registered as vacant and a second Notice of Violation was sent out on 4/20/2026 for Overgrown Lot

307 4th Ave

- Notice of Violation was issued 4/02/2026 to get he property registered as vacant

308 3rd Ave

- Notice of Violation was issued 4/02/2026 to get the property registered as vacant.

410 6th Ave

- Notice of Violation was issued for Hazardous Tree

0 3rd Ave

- Notice of Violation was issued for Overgrown Lot

Parkhaven Historic District

201 S 23rd Ave

- The Notice of Violations was sent out on 4/29/2025
- Citation was sent out in May of 2025
- Fines for most charges have been assessed with one continued

2009 Brooklane Dr

- Notice of Violation was sent out for open Storage and overgrown lot

421 S 22nd Ave

- Final Notice of violation was sent out about the metal roof on the property without historic approval. Awaiting public hearing from City Council. The Historic Commission Decision was appealed and the metal roof was approved by City Council.

114 S 22nd Ave

- Notice of Violation was issued about windows and telling them to stop until getting Historic Commission Approval
- Stop Work Order was issued due to no permit for installing the windows. Permit was pulled later and case is closed

415 S 23rd Ave

- Notice was issued for two large dead pine trees that the City Arborist alerted me to. City Arborist contacted one of the home owners and they told him they would be trying to get with the neighbor on removing the trees.

323 S 23rd Ave

- Verbal warning issued for accumulation of garbage and rubbish was cleaned.

112 S 20th Ave

- Notice of Violation was sent out on 3/25/26 for overgrown lot, abandoned vehicle, and exterior structure.

301 S 25th Ave

- Notice of Violation was issued on 4/06/2026 to have property registered as Vacant

116 S 21st Ave

- Notice of Violation was issued for Protective Treatment

Newman-Buschman Historic District

523 Buschman St

- A Notice of Violation was sent out on 2/27/26 for exterior structure, overgrown lot, dangerous structure.
- Building Permits have been issued.

525 Buschman St

- A Notice of Violation was sent out on 2/27/26 for exterior structure, overgrown lot, dangerous structure
- Building Permits have been issued.

530 Buschman St

- A Notice violation was issued on 3/31/26 to get property registered as vacant.

Coordinator's Report: May 2026 (for April 1-30, 2026)

A Letter of Compliance (work that does not involve a change in design or material) has been issued for the following addresses:

HATTIESBURG HISTORIC NEIGHBORHOOD DISTRICT:

1. 612 Bay St., Sarah Smith, owner, for roof repair/replacement.
2. 413 Bay St., Joe White, owner, and Gable Roofing, contractor, for in-kind wood repairs and reroofing at porch area.

NEWMAN-BUSCHMAN RAILROAD HISTORIC DISTRICT:

1. 523 Buschman St., Sheila Kahl, owner, for porch repairs, sidelight and transom repairs, new front door, enclose non-historic exterior door, and roof repairs.
2. 525 Buschman St., Sheila Kahl, owner, for roof repair/replacement.

NORTH MAIN STREET HISTORIC DISTRICT:

1. 537 W 4th St., Jackie Bailey, owner, for in-kind replacement of concrete driveway.

OAKS HISTORIC DISTRICT:

1. 210 6th Ave., Scott & Elizabeth Schwartz, owners, for in-kind wood repair/replacement and roof repair/replacement at porch.
2. 306 4th Ave., Don Medley, owner, for roof repair/replacement.
3. 902 W Pine St., Don Medley, owner, for roof repair/replacement.
4. 714 W Pine St., Pine Oaks Apartments, LLC/ Dennis Miller, owner, for roof repairs.
5. 802 W Pine St., 28th Office, LLC/Chad Edmonson, owner, and Hub City Construction, contractor, for interior repairs, interior demolition, removal of non-historic materials at front porch, removal of non-historic side decks.
6. 102 4th Ave., Pine Oaks Apartments/ Dennis Miller, owner, for roof repair/replacement in-kind.
7. 111 Pinehurst St., Kyle Nicholas, owner, for in-kind repairs to attached carport.
8. 1019 W. Pine St., Advantage One Insurance, owner, and Munn Signs, contractor, for face replacement of existing monument sign.

PARKHAVEN HISTORIC DISTRICT:

1. 223 S 21st Ave., Asa Haynes, owner, and Gable Roofing, contractor, for in-kind reroof.
2. 1910 Mamie St., Barbara Sifuentes, owner, for emergency removal of hazardous tree (aged water oak)
3. 215 S 23rd Ave., Katie McClendon, owner, and Billy Parker Roofing, contractor, for in-kind roof repair/replacement and foundation repairs.
4. 2020 Hardy St., American Red Cross, owner, and Watkins Construction, contractor, for roof repair/replacement in-kind.

HUB CITY DOWNTOWN HISTORIC DISTRICT

1. 721-A Hardy St., Sheila Thomas, owner, for in-kind replacement of ADA wheelchair ramp.
2. 712 Main St., Main Street Methodist Church, owner, for roof repair/replacement.

3. 301 Mobile St., Southern Prohibition, owner, and J.W. Chain Contracting, for in-kind deck replacement with slightly extended dimensions; removal of fence section.
4. 827 Hardy St., P&L Rental, LLC, owner, and FastSigns of Hattiesburg, contractor for in-kind replacement of wall sign, above storefront.

Memorandum

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

From: **Hunter White, Deputy Director**

cc: **Marybeth Bergin, Director of Transportation and Engineering, Ann Jones, Kermas Eaton, City Clerk**

Date: **Tuesday, July 7, 2026**

Re: **Adopt an Ordinance repealing and replacing Ordinance No. 3060, adopted December 7, 2010, regulating the use of City streets by commercial trucks and designating permitted truck routes in the City of Hattiesburg, Mississippi.**
File Number: 2026-547
Minute Book #

Summary
Adopt an Ordinance repealing and replacing Ordinance No. 3060, adopted December 7, 2010. The revised ordinance modernizes and strengthens the existing truck route regulatory framework, including updated route designations, enforceable vehicle weight thresholds, and clarified permit and enforcement provisions.

Recommendation Statement
I recommend approval of this item.

Please place this on the July 7, 2026 City Council meeting for consideration.

ORDINANCE NUMBER _____

AN ORDINANCE TO REGULATE THE USE OF ROADS, HIGHWAYS, AND STREETS IN THE CITY OF HATTIESBURG BY COMMERCIAL TRUCKS, AND TO DESIGNATE ROUTES ON WHICH COMMERCIAL TRUCK TRAFFIC IS PERMITTED; REPEALING ORDINANCE NUMBER 3060, ADOPTED DECEMBER 7, 2010, AND ALL PRIOR ORDINANCES IN CONFLICT HEREWITH, WHICH SHALL REMAIN IN EFFECT UNTIL THE EFFECTIVE DATE OF THE INSTANT ORDINANCE

An Ordinance to regulate the use of roads, highways, and streets in the CITY OF HATTIESBURG by commercial trucks, and to designate routes on which commercial truck traffic is permitted; repealing Ordinance Number 3060, adopted December 7, 2010, and all prior ordinances in conflict herewith, which shall remain in effect until the effective date of the instant ordinance

THE CITY OF HATTIESBURG, MISSISSIPPI, ORDAINS:

Sec. 1 TITLE

This Ordinance shall be known and referred to as the "City of Hattiesburg Truck Route Ordinance".

Sec. 2 LEGISLATIVE FINDINGS

The City Council of the City of Hattiesburg hereby determines that it is necessary for the public health, safety, and welfare to designate certain streets, roads, or highways located in the City as appropriate for use by commercial trucks in route to various destinations in the City or in neighboring municipalities. In recent years the metropolitan area of the City of Hattiesburg has experienced significant growth in the volume of commercial truck traffic and, as a result, has received an increasing number of complaints from residents of certain areas in the City through which the commercial truck traffic passes en route to various industrial or commercial enterprises located in the City or in neighboring municipalities.

Sec. 3 RESTRICTION ON COMMERCIAL TRUCK TRAFFIC

It is unlawful for any person, firm, or corporation to operate or cause to be operated a commercial truck, as hereinafter defined, on any street, road, public right-of-way, or highway unless that route has been designated by this Ordinance as one on which commercial truck traffic is permitted.

Sec. 4 DEFINITION, COMMERCIAL TRUCK

As used herein, the words "commercial truck" shall mean any motor vehicle or combination of vehicles, with a manufacturer's Gross Vehicle Weight Rating (GVWR) of 26,001 pounds or more (corresponding to Federal vehicle weight Class 7 or higher), or any motor vehicle with four (4) or more axles regardless of GVWR, that is constructed or used for the transportation of commodities, merchandise, produce, freight, animals, goods, wares, raw materials, or materials which have been processed although the manufacturing process has not been completed or there are other steps to be completed in the manufacturing process.

For purposes of this definition, the GVWR of a combination vehicle shall be calculated as the combined GVWR of the towing unit and all towed units. A towing unit that would not independently meet the 26,001-pound threshold shall nonetheless be considered a commercial truck when operated as part of a combination vehicle who's aggregate GVWR meets or exceeds 26,001 pounds.

Vehicle classifications referenced in this Ordinance correspond to the Federal Highway Administration (FHWA) 13-class vehicle classification system. A reference guide illustrating FHWA vehicle classes is attached hereto as Exhibit A for general reference.

The FHWA 13-class vehicle classification chart attached as Exhibit A is provided for general reference purposes only. The operative threshold for determining whether a vehicle constitutes a commercial truck under this Ordinance is the manufacturer's Gross Vehicle Weight Rating (GVWR) as stamped on the vehicle's door placard. Where a vehicle's GVWR meets or exceeds 26,001 pounds, it is subject to this Ordinance regardless of its axle count or configuration as depicted in the classification chart.

Any motor vehicle for which a manufacturer's GVWR rating is not legibly displayed on the vehicle shall be presumed to meet or exceed the applicable threshold if the vehicle has three (3) or more axles or

otherwise presents the physical characteristics of a Class 7 or higher vehicle, as determined by the responding law enforcement officer.

The words “commercial truck” does not include the following:

1. Fire trucks and all apparatus classified as emergency response vehicles by the Hattiesburg Fire Department;
2. All other emergency vehicles operating in performance of an emergency function;
3. Motor homes and recreational vehicles as defined under Miss. Code §63-21-3;
4. Farm tractors and equipment operated in connection with agricultural activity;
5. Utility service vehicles owned or operated by a public utility regulated under Miss. Code §77-3-1 et seq., or bearing the official insignia or marking of such a utility, while in direct performance of utility installation, maintenance, repair, or emergency restoration work within the City; and contractors or subcontractors performing such work on behalf of a regulated utility or the City, provided such vehicles display or carry documentation of the applicable utility service agreement or City work order upon request;
6. Road construction and maintenance equipment being actively used for projects located within the City;
7. Private automobiles and pickup trucks with a manufacturer’s GVWR of less than 26,001 pounds;
8. All vehicles owned and operated by the City of Hattiesburg while engaged in the performance of City functions; and (b) Vehicles operating under a written contract with the City of Hattiesburg for the provision of City services, provided that such vehicles shall operate only upon routes designated in a current Contractor Route Authorization. The City’s Traffic Committee may recommend the issuance, modification, or revocation of a Contractor Route Authorization at any time, independent of the underlying service contract, subject to the joint written concurrence of the Chief Administrative Officer, Chief of Police, and City Engineer. Such authorization shall be based upon public infrastructure construction, utility restoration, municipal operational necessity, or other governmental service-related activities requiring route access not otherwise available on the designated truck route network. Deviation from a designated contractor route, as indicated in the authorized Ordinance, shall constitute a violation of this Ordinance.

Sec. 5 EXCEPTION, LOCAL DELIVERIES

A commercial truck may use or travel upon a street, road, public right-of-way, or highway designated as a prohibited route if the vehicle is traveling to a specific business or residence for the purpose of delivering or picking up goods, wares, or merchandise, or for the purpose of providing services at the business or residence upon arrival, subject to the following conditions:

(a) The vehicle shall enter the prohibited route at the nearest available designated truck route to the delivery or service destination, proceed by the most direct path to that destination, and return to a designated truck route by the shortest available path immediately upon completion of the pickup, delivery, or service call;

(b) The driver of a commercial truck using this exception shall have on their person, or accessible within the vehicle, a delivery manifest, work ticket, purchase order, or similar documentation identifying the specific delivery or service destination. Such documentation shall be made available to any law enforcement officer upon request; failure to produce acceptable documentation shall constitute a violation of this Ordinance; and

(c) This exception shall not be construed to permit the use of a prohibited route as a through-route or as a means of avoiding a designated truck route; and

(d) This exception shall not be available to commercial trucks with a manufacturer’s GVWR of 33,001 pounds or more (Class 8 or higher) on any residential or non-arterial street. Such vehicles may only travel on a prohibited residential street pursuant to a Contractor Route Authorization issued under Sec. 4, Item 8(b), or a special permit issued pursuant to Sec. 9.

Sec. 6 EXCEPTION, LEAVING OR RETURNING TO HOME OR PLACE OF BUSINESS

Nothing herein shall prevent a commercial truck from leaving or returning to its customary storage location at a commercial or industrial location situated along a prohibited route, provided that:

(a) The driver utilizes the most direct available path between the storage location and the nearest designated truck route; and

(b) This exception applies only to travel directly to or from the customary storage location and does not permit use of prohibited routes for any other purpose.

Sec. 7 DESIGNATED TRUCK ROUTES

Commercial trucks shall be operated on the following routes in the City only except as otherwise provided in this Ordinance:

1. U.S. Highway 49, within the full extent of the City limits.
2. Old Highway 42 (also known as James Boykins Memorial Drive), from U.S. Highway 49 to the City limits.
3. Interstate 59, within the full extent of the City limits.
4. U.S. Highway 98 (also known as Hardy Street), from the western City limits to U.S. Highway 49. The portion of this corridor designated as Mississippi Highway 198 shall be identified by its MDOT designation where applicable.
5. U.S. Highway 11 (also known as Veterans Memorial Drive from Interstate 59 to W.S.F. Tatum Drive, and Broadway Drive from W.S.F. Tatum Drive northbound), from the southern City limits to the U.S. Highway 49 interchange.
6. James Street, from U.S. Highway 98 to Edwards Street.
7. Edwards Street, from U.S. Highway 49 to its full extent within the City limits.
8. JM Tatum Industrial Drive, from James Street to U.S. Highway 49.
9. W.L. Runnels Industrial Drive, from U.S. Highway 98 to JM Tatum Industrial Drive.
10. Old U.S. Highway 98, from U.S. Highway 98 to U.S. Highway 49.
11. Bouie Street (also known as Gordon Street for a portion of its length), within the full extent of the City limits, connecting to Old Highway 42.

The routes designated in this Section may be permanently amended only by ordinance of the City Council. The City's Traffic Committee may recommend temporary or minor modifications to designated truck routes, including temporary reroutes necessitated by construction, infrastructure repair, or emergency conditions. Such recommendations shall take effect upon the joint written concurrence of the Chief Administrative Officer, Chief of Police, and City Engineer, and shall not exceed a period of one hundred eighty (180) days, or length of time needed for applicable project, without Council review. Notice of any temporary modification shall be provided to the Hattiesburg Police Department prior to implementation.

Sec. 8 SIGNS, POSTING

The City shall cause all locally maintained designated truck routes to be posted with appropriate signage in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the Mississippi Department of Transportation, providing notice of permitted truck routes and directing commercial truck traffic accordingly. Signage on routes maintained by MDOT shall be the responsibility of MDOT in accordance with state highway standards and procedures. For temporary route modifications authorized pursuant to Sec. 7, the Hattiesburg Police Department shall be notified of any approved modification and shall enforce accordingly. Where a temporary modification requires an escort, the escort shall serve as sufficient notice for the duration of that movement.

Sec. 9 SPECIAL PERMITS

The Hattiesburg Police Department shall have authority to grant a written permit in special cases that would otherwise be in violation of the provisions of this Ordinance. Such permits shall authorize one (1) round trip, or a single coordinated movement of multiple vehicles operated by the same entity, on a specified route. The ten (10) day validity period from the date of issue provides scheduling flexibility for the single authorized trip or movement; it does not authorize repeated or recurring use of a prohibited route. Said permit shall describe the vehicle or vehicles covered, the time and dates of travel, and the route to be taken by the vehicle. The fee for special permits issued pursuant to this section shall be established by the City's duly adopted fee schedule, as may be amended from time to time. It is the intention of this provision to provide for bona fide use of commercial vehicles and trucks outside of the truck routes where the necessity and practicality of a situation dictate a proper exception to the application of the Ordinance.

Sec. 9.1 STATE OVERSIZE/OVERWEIGHT PERMIT INTERACTION

Nothing in this Ordinance shall be construed to supersede the requirements of any oversize or overweight permit issued by the Mississippi Department of Transportation (MDOT) pursuant to Miss. Code §63-5-33 or related statutes. However, a state-issued oversize or overweight permit does not independently

authorize travel on streets within the City of Hattiesburg that are not designated as truck routes under this Ordinance, unless the permitted route as specified in the state permit expressly includes such streets.

Carriers operating under a state oversize or overweight permit on a non-designated route within the City shall notify the Hattiesburg Police Department prior to such movement. The Hattiesburg Police Department may coordinate with MDOT and the City Engineer to establish conditions for the movement, including escort requirements, time-of-day restrictions, or alternate routing, consistent with both the state permit and this Ordinance.

Nothing in this Section shall be construed to require a separate City special permit pursuant to Sec. 9 for movements already authorized by a valid state oversize or overweight permit, provided the carrier complies with the notification requirement of this Section.

Sec. 10 VIOLATIONS

Any person violating the provisions of this Ordinance shall be guilty of a misdemeanor. Each instance of travel on a restricted route shall constitute a violation of this Ordinance. The fine for a violation of this Ordinance shall be not less than two hundred fifty dollars ($250.00). Increased criminal fines may be imposed for repeated violations of this Ordinance by a person. A “repeat violation” of this Ordinance is a second or subsequent violation committed by a person within one year of a prior violation of this Ordinance, and for which the person admits responsibility or is determined to be responsible. Calculation of repeat violations shall be measured by the date of violation, and not by the date of any official adjudication. The sanction for a violation of this Ordinance which is a first repeat violation shall be a fine of not less than five hundred dollars ($500.00), plus assessments and/or 30 days in jail. The fine for a violation of this Ordinance which is a second or subsequent repeat violation shall be a fine for the maximum amount of one thousand dollars ($1,000.00). Citations for violation of this Ordinance shall be issued by any law enforcement officer of the City of Hattiesburg.

Sec. 11 SEVERABILITY

This Ordinance and the various parts, sections, subsections, sentences, phrases, and clauses thereof are hereby declared to be severable. If any part, sentence, paragraph, section, subsection, phrase, or clause is adjudged to be unconstitutional or invalid, it is hereby declared that the remainder of this Ordinance shall not be affected thereby.

Sec. 12 REPEAL

All Ordinances or parts thereof which are in conflict in whole or in part with any of the provisions of this Ordinance, as of the effective date of this Ordinance, are hereby repealed to the extent of such conflict, except that terms defined herein for the purpose of interpretation, administration, and enforcement of this Ordinance will in no way, manner, or form repeal, modify, or otherwise change the definition of any such terms as used in other Ordinances of the City of Hattiesburg.

Sec. 13 EFFECTIVE DATE

This Ordinance is ordered to take effect thirty (30) days from and after passage as provided by law.

EXHIBIT A

FHWA Vehicle Classification Reference Guide

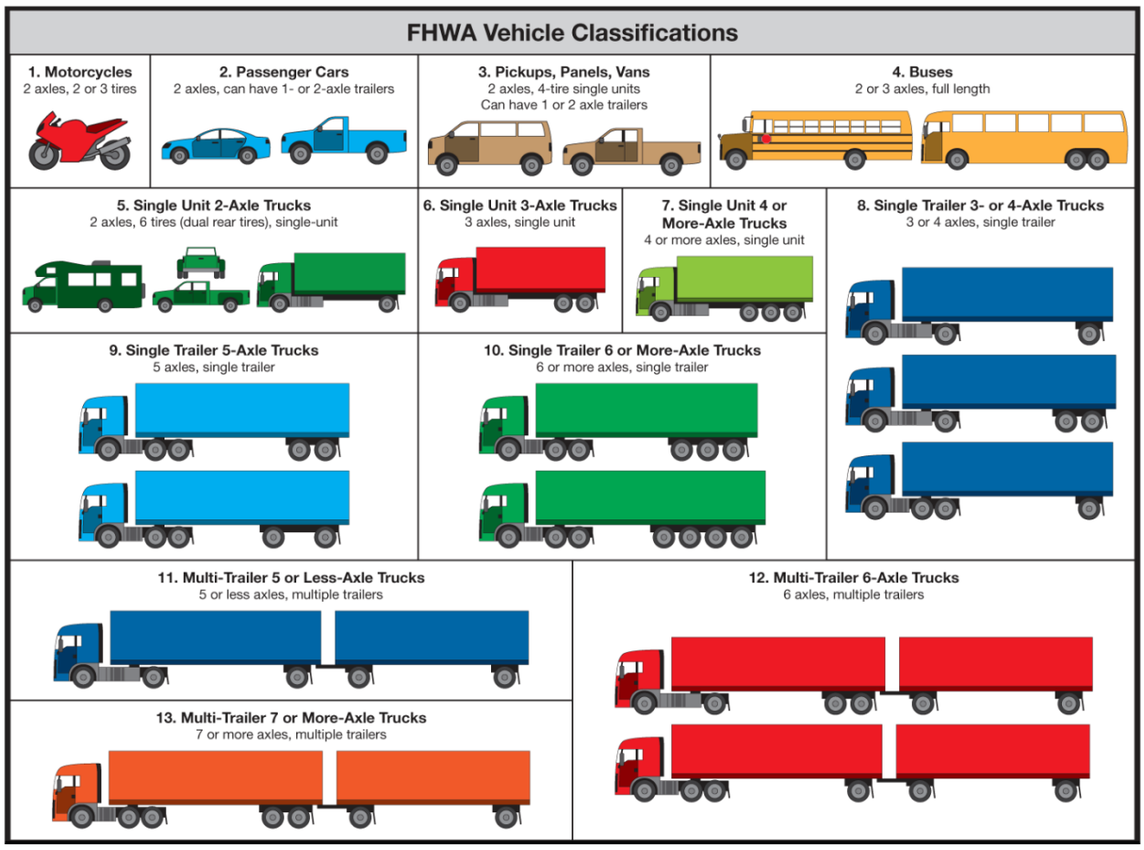
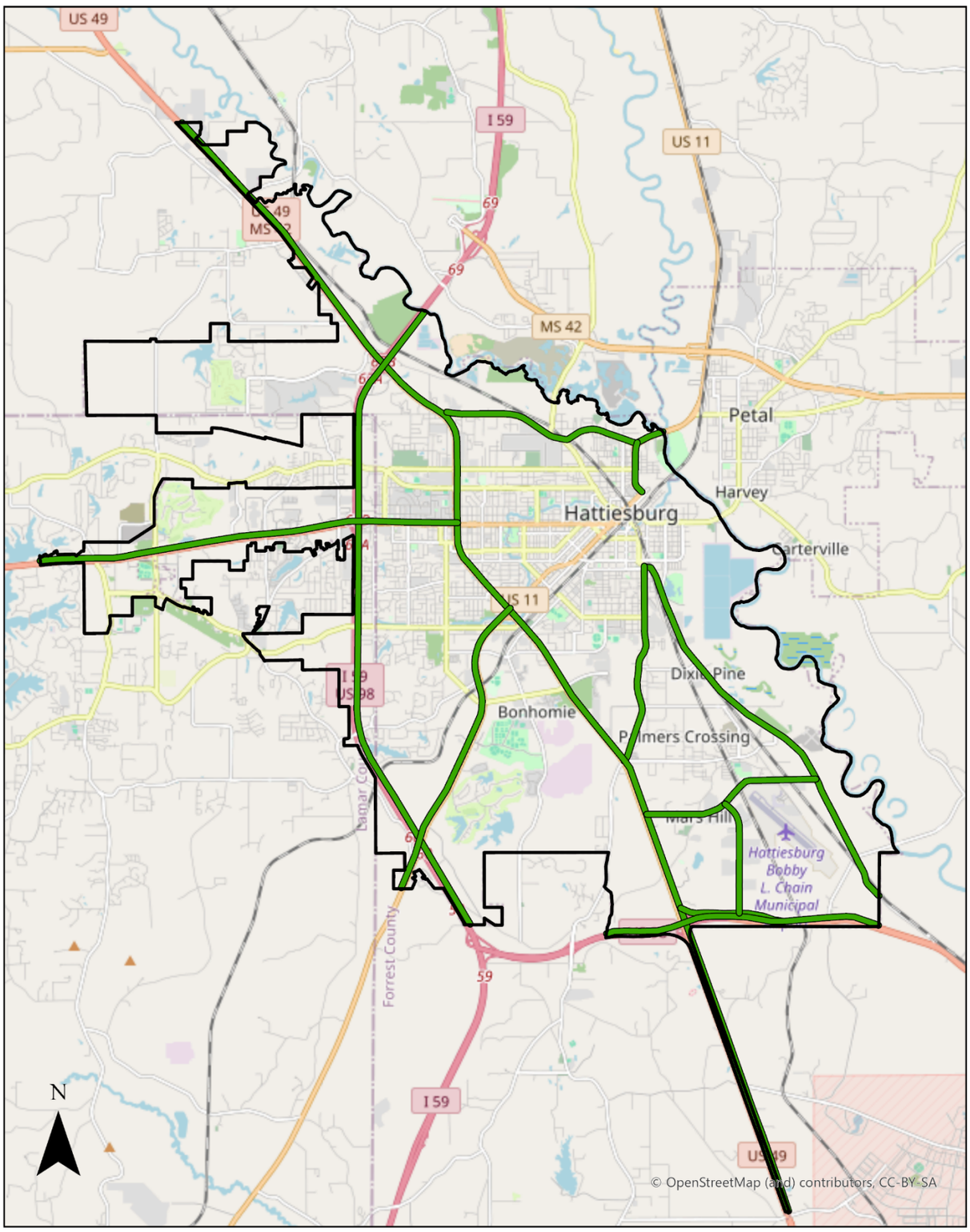


EXHIBIT B

Permitted Truck Routes

City of Hattiesburg
Designated Truck Routes



Memorandum

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

From: **Wiley Quinn, Urban Development Director**

cc: **Whit Sanguinetti, Division Manager**

Date: **Tuesday, July 7, 2026**

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: 2026-530
Minute Book #

Summary
Adopt Resolutions of Adjudication 07 07 2026

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 July 7, 2026 City Council meeting for consideration.

MAYOR
Toby Barker

COUNCIL - WARD ONE *Jeffrey George*
COUNCIL - WARD TWO *Eric Boney*
COUNCIL - WARD THREE *LeAnn Vance*
COUNCIL - WARD FOUR *Dave Ware*
COUNCIL - WARD FIVE *Nicholas Brown*

TO: Mayor and City Council

FR: Wiley Quinn, Urban Development Director

DATE: July 7th, 2026

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
Justin Powell	303 South 13th Avenue	$2,433.29	4	24198
Willie Myers Jr and Ngozi Ngwu	313 Martin Luther King Avenue	$9,613.33	5	21689
Kale Farms	315 May Avenue	$1,573.60	2	13935
Ervin H Lopez Ailon	403 Miller Street	$2,421.84	2/HIST	20563
Willis Jr, Lelia, & Nancy Carter C/O Johnny Jackson	509 Buschman Street	$1,733.25	2/HIST	15820
The John L. Company, LLC Attn: T. Owen Beasley	901 River Avenue	$1,707.25	2	14791
T. Owen Beasley	907 River Avenue	$1,707.25	2	14793
Alan Enrique Prunera, Ava C Prunera, and Sophia E Prunera	86 Canal Drive	$161.80	3	27700
Property Savers LLC	112 Kensington Drive	$225.38	3	12743

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 7th day of July, 2026, 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, 303 SOUTH 13TH AVENUE

INDEXING INSTRUCTIONS: THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS ON LOT 2, BLOCK 4, SUTHERLAND AND REEVES SURVEY, 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 Terry's Backhoe and Tree Service on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Justin Powell	303 South 13th Avenue	2-029M-09-242.00	Filing Fee: $26.00 Lot Clearing: $723.29 Tipping: $184.00 Penalty: $1,500.00 **Total:** $2,433.29

303 SOUTH 13TH AVENUE, HATTIESBURG, MS 39401, PPIN: 24198, PARCEL: 2-029M-09-242.00, AND BETTER DESCRIBED AS: LOT TWO (2), BLOCK FOUR (4) OF THE SUTHERLAND AND REEVES SURVEY IN THE CITY OF HATTIESBURG, COUNTY OF FORREST, STATE OF MISSISSIPPI, AS PER THE MAP OR PLAT THEREOF ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF FORREST COUNTY, MISSISSIPPI, TOGETHER WITH ALL IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING.

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 7th day of July, 2026.

(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 7th day of July, 2026.

ATTEST: **APPROVED:**

_____ _____
CITY CLERK **MAYOR**

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
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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 7th day of July, 2026, 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, 313 MARTIN LUTHER KING AVENUE

INDEXING INSTRUCTIONS: THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS ON A PART OF BLOCK 67, D. D. MCINNIS THIRD SURVEY, 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
Willie Myers Jr and Ngozi Ngwu	313 Martin Luther King Avenue	2-038C-16-159.00	Filing Fee: $26.00 Publication: $56.40 Title Opinion: $250.00 Demolition: $5,396.93 Tipping: $2,288.00 Dirt: $96.00 Penalty: $1,500.00 **Total:** $9,613.33

313 MARTIN LUTHER KING AVENUE, HATTIESBURG, MS 39401, PPIN: 21689, PARCEL: 2-038C-16-159.00, AND BETTER DESCRIBED AS: A PART OF BLOCK 67 OF THE D. D. MCINNIS THIRD SURVEY IN THE CITY OF HATTIESBURG, COUNTY OF FORREST, STATE OF MISSISSIPPI, AS PER THE MAP OR PLAT THEREOF ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF FORREST COUNTY, MISSISSIPPI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS,

TO-WIT: BEGIN AT THE SOUTHEAST LINE OF FRANCES STREET WHERE SAID STREET INTERSECTS ROYAL STREET AND RUN THENCE ALONG THE MARGIN OF SAID STREET IN A SOUTHWESTERLY DIRECTION 360 FEET; THENCE AT RIGHT ANGLE TO THE LEFT AND IN A SOUTHEASTERLY DIRECTION 200 FEET FOR THE POINT OF BEGINNING OF THE LAND HEREIN CONVEYED; THENCE RUN AT RIGHT ANGLE TO THE LEFT 160 FEET, MORE OR LESS, TO ROYAL STREET, WHICH WOULD BE A NORTHEASTERLY DIRECTION, THENCE RUN NORTH ALONG THE WESTERN MARGIN OF ROYAL STREET 65 FEET, MORE OR LESS, THENCE RUN PARALLEL WITH FRANCES STREET IN A SOUTHWESTERLY DIRECTION BACK TO THE BOUNDARY LINE OF THE PROPERTY OWNED BY HATTIE DONALD, THENCE RUN SOUTHEASTERLY 50 FEET TO THE POINT OF BEGINNING; TOGETHER WITH ALL IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING.

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS: **NAYS:** **ABSENT:**

The President thereby declared the motion carried and the Resolution adopted this the 7th day of July, 2026.

(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 7th day of July, 2026.

ATTEST: **APPROVED:**

_____ _____
CITY CLERK **MAYOR**

Prepared by:
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Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
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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 7th day of July, 2026, 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, 315 MAY AVENUE

INDEXING INSTRUCTIONS: THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS ON LOT 2, BLOCK 15, J. H. BUSCHMAN SUBDIVISION, CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of 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 Code Enforcement Abatement Team 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
Kale Farms	315 May Avenue	2-038B-15-323.00	Filing Fee: $26.00 Lot Clearing: $47.60 Penalty: $1,500.00 **Total:** $1,573.60

315 MAY AVENUE, HATTIESBURG, MS 39401, PPIN: 13935, PARCEL: 2-038B-15-323.00, AND BETTER DESCRIBED AS: LOT TWO (2), IN BLOCK FIFTEEN (15) OF THE J. H. BUSCHMAN SUBDIVISION TO THE CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI, AS PER MAP OR PLAT THEREOF ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF FORREST COUNTY, MISSISSIPPI, TOGETHER WITH ALL IMPROVEMENTS 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 7th day of July, 2026.

(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 7th day of July, 2026.

ATTEST: **APPROVED:**

_____ _____
CITY CLERK **MAYOR**

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
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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 7th day of July, 2026, 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, 403 MILLER STREET

INDEXING INSTRUCTIONS: THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS ON LOTS 12 AND 13, BLOCK 4, C.J. MILLER ADDITION, 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 Terry's Backhoe and Tree Service on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Ervin H Lopez Ailon	403 Miller Street	2-029K-09-133.00	Filing Fee: $52.00 Publication: $39.84 Title Opinion: $250.00 Lot Clearing: $580.00 Penalty: $1,500.00 **Total:** $2,421.84

403 MILLER STREET, HATTIESBURG, MS 39401, PPIN: 20563, PARCEL: 2-029K-09-133.00, AND BETTER DESCRIBED AS: LOTS TWELVE (12) AND THIRTEEN (13), BLOCK FOUR (4) OF THE C.J. MILLER ADDITION OF THE CITY OF HATTIESBURG, COUNTY OF FORREST, STATE OF MISSISSIPPI, AS PER THE OFFICIAL MAP OR PLAT THEREOF ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF FORREST COUNTY, MISSISSIPPI; TOGETHER WITH ALL IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING.

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 7th day of July, 2026.

(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 7th day of July, 2026.

ATTEST: **APPROVED:**

_____ _____
CITY CLERK **MAYOR**

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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, BLOCK 52, HARDY & SCOTT SURVEY, 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 Terry's Backhoe and Tree Service on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Willis Jr, Lelia, & Nancy Carter C/O Johnny Jackson	509 Buschman Street	2-029I-10-185.00	Filing Fee: $52.00 Lot Clearing: $181.25 Penalty: $1,500.00 **Total:** $1,733.25

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 7th day of July, 2026.

(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 7th day of July, 2026.

ATTEST: **APPROVED:**

_____ _____
CITY CLERK **MAYOR**

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
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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, 901 RIVER AVENUE

INDEXING INSTRUCTIONS: THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS ON THE NORTH HALF OF BLOCK 1 OF THE A.C. DRAUGHAN SURVEY OR ADDITION TO 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 Terry's Backhoe and Tree Service on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
The John L. Company, LLC Attn: T. Owen Beasley	901 River Avenue	2-029P-10-014.00	Filing Fee: $26.00 Lot Clearing: $181.25 Penalty: $1,500.00 **Total:** $1,707.25

901 RIVER AVENUE, HATTIESBURG, MS 39401, PPIN: 14791, PARCEL: 2-029P-10-014.00, AND BETTER DESCRIBED AS: THE NORTH HALF OF BLOCK 1 OF THE A.C. DRAUGHAN SURVEY OR ADDITION TO THE CITY OF HATTIESBURG, MISSISSIPPI, AS PER PLAT OF SAID SURVEY NOW ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF SAID COUNTY AND STATE, LESS AND EXCEPT A PARCEL OF LAND IN THE NORTHWEST CORNER OF SAID LOT DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF SAID LOT, RUNNING SOUTH 12 FEET; THENCE EAST 12 FEET; THENCE NORTH 12 FEET TO SOUTH BOUNDARY LINE OF RIVER AVENUE, AND THEN RUN ALONG SAID BOUNDARY LINE OF

SAID RIVER AVENUE TO THE POINT OF BEGINNING, SAID LAND BEING SITUATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 13 WEST, OF ST. STEPHENS MERIDIAN IN MISSISSIPPI.

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 7th day of July, 2026.

(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 7th day of July, 2026.

ATTEST: **APPROVED:**

_____ _____
CITY CLERK **MAYOR**

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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, 907 RIVER AVENUE

INDEXING INSTRUCTIONS: THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS ON A PART OF BLOCK 2 OF THE A.C. DRAUGHN SURVEY TO 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 Terry's Backhoe and Tree Service on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
T. Owen Beasley	907 River Avenue	2-029P-10-013.00	Filing Fee: $26.00 Lot Clearing: $181.25 Penalty: $1,500.00 **Total:** $1,707.25

907 RIVER AVENUE, HATTIESBURG, MS 39401, PPIN: 14793, PARCEL: 2-029P-10-013.00, AND BETTER DESCRIBED AS: BEGIN AT THE NORTHWEST CORNER OF BLOCK 2 OF THE A.C. DRAUGHN SURVEY TO THE CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI, AS PER THE OFFICIAL MAP OR PLAT THEREOF ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF FORREST COUNTY, MISSISSIPPI, AND RUN EAST 156.5 FEET, THENCE RUN SOUTH 140 FEET, THENCE RUN WEST 156.5 FEET, THENCE RUN NORTH 140 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT: COMMENCE AT THE NORTHWEST CORNER OF BLOCK 2 OF THE A.C. DRAUGHN ADDITION OR SUBDIVISION IN

HATTIESBURG, FORREST COUNTY, MISSISSIPPI, AND RUN EAST ALONG THE SOUTH MARGIN OF EAST HARDY STREET 152.30 FEET TO THE POINT OF BEGINNING, THENCE RUN SOUTH 0 DEGREES 23 MINUTES EAST FOR 140 FEET, THENCE RUN EAST 2.25 FEET, THENCE RUN NORTH 0 DEGREES 25 MINUTES EAST 140 FEET BACK TO THE SOUTH MARGIN LINE OF EAST HARDY STREET, THENCE RUN WEST ALONG THE SOUTH MARGIN LINE FOR 4.2 FEET BACK TO THE POINT OF BEGINNING.
AND ALSO:
BEGIN AT THE NORTHWEST CORNER OF BLOCK 2 OF THE A.C. DRAUGHN SURVEY TO THE CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI AND RUN SOUTH 140 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE SOUTH 135 FEET, THENCE RUN EAST 78.25 FEET, THENCE RUN NORTH 135 FEET, THENCE RUN WEST 78.25 FEET TO THE POINT OF BEGINNING.

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 7th day of July, 2026.

(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 7th day of July, 2026.

ATTEST: **APPROVED:**

_____ _____
CITY CLERK **MAYOR**

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
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(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 7th day of July, 2026, 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, 86 CANAL DRIVE

INDEXING INSTRUCTIONS: THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS ON LOT 20, CANAL PLACE, CITY OF HATTIESBURG, LAMAR 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 Code Enforcement Abatement Team 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
Alan Enrique Prunera, Ava C Prunera, and Sophia E Prunera	86 Canal Drive	057A-25-022.000	Filing Fee: $52.00 Expedited Lot Clearing: $54.90 Penalty: $54.90 **Total:** $161.80

86 CANAL DRIVE, HATTIESBURG, MS 39402, PPIN: 27700, PARCEL: 057A-25-022.000, AND BETTER DESCRIBED AS: LOT 20, CANAL PLACE, AS PER THE MAP OR PLAT THEREOF ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF LAMAR COUNTY, MISSISSIPPI, IN PLAT BOOK 3, PAGE 244, SLIDE 308; TOGETHER WITH ALL IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING.

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Lamar 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 7th day of July, 2026.

(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 7th day of July, 2026.

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 7th day of July, 2026, 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, 112 KENSINGTON DRIVE

INDEXING INSTRUCTIONS: THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS ON LOT 7, OF KENSINGTON WOODS SUBDIVISION IN THE CITY OF HATTIESBURG, COUNTY OF LAMAR, STATE OF MISSISSIPPI.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by Code Enforcement Abatement Team 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
Property Savers LLC	112 Kensington Drive	056A-13-085.000	Filing Fee: $26.00 Expedited Lot Clearing: $99.69 Penalty: $99.69 **Total:** $225.38

112 KENSINGTON DRIVE, HATTIESBURG, MS 39402, PPIN: 12743, PARCEL: 056A-13-085.000, AND BETTER DESCRIBED AS: LOT SEVEN (7), OF KENSINGTON WOODS SUBDIVISION IN THE CITY OF HATTIESBURG, COUNTY OF LAMAR, STATE OF MISSISSIPPI, AS PER THE MAP OR PLAT THEREOF ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF LAMAR COUNTY, MISSISSIPPI; 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 Lamar 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 7th day of July, 2026.

(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 7th day of July, 2026.

ATTEST: **APPROVED:**

_____ _____
CITY CLERK **MAYOR**

Memorandum

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

From: **Ann Jones**

cc: **Wiley Quinn, Urban Development Director**

Date: **Tuesday, July 7, 2026**

Re: **Approve Release of Lien documents filed in relation to Code Enforcement clean-up assessments per attached memo, authorize the Mayor to execute and record the same.**
File Number: 2026-537
Minute Book #

Summary
Approval of Release of Lien documents filed in relation to Code Enforcement clean-up assessments.

Recommendation Statement
I recommend the approval of the release of lien documents for the properties on the attached list.

Please place this on the July 7, 2026 City Council meeting for consideration.

MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Eric Boney

COUNCIL - WARD THREE
LeAnn Vance

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

MEMORANDUM

TO: Mayor and City Council

FROM: Wiley Quinn, Urban Development Director

DATE: July 7th, 2026

RE: Ratification of Release of Lien Documents

Request for ratification of the release of lien documents for the following properties:

PROPERTY OWNER'S NAME	PROPERTY ADDRESS	PPIN	BOOK/PAGE NUMBER WITH THE FORREST/LAMAR COUNTY CHANCERY CLERK OF THE JUDGMENT TO BE RELEASED	NOTE
Curtis Vickers, Jr.	1105 Cherry Street	13467	Bk:1489, Pg: 433-434	Resolution 2025-255 $4,192.20 Paid

STATE OF MISSISSIPPI
COUNTY OF FORREST

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	12/2/2025
BOOK:	1489
PAGE:	433-434
BENEFICIARY:	City of Hattiesburg
AMOUNT:	$4,192.20
NAME:	Curtis Vickers, Jr.

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

1105 Cherry Street, Hattiesburg, MS 39401, PPIN: 13467, Parcel: 2-038G-15-005.00, and better described as: South 55 feet of Lots One (1), Two (2), and Three (3), Block Four (4), Burkett's Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi.

IN WITNESS WHEREOF, this instrument is executed on this the **7th** day of **July, 2026**.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

BY: _____
KERMAS EATON, CITY CLERK

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the **7th** day of **July, 2026**, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of 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:

_____

Memorandum

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

From: **Kermas Eaton, City Clerk**

cc:

Date: **Tuesday, July 7, 2026**

Re: **Adopt a Resolution approving the request for tax exemption filed by 28th Office, LLC for ad valorem tax exemption, except school district ad valorem taxes, for property located in the Historic Preservation District at 622 Corinne Street in the amount of $70,959.02, for a period of seven (7) years, beginning January 1, 2027, and ending December 31, 2033; as authorized by Section 17-21-5 of the MS Code.**
File Number: 2026-505
Minute Book #

Summary
28th Office, LLC tax exemption

Recommendation Statement
I recommend adoption of the Resolution approving the requested tax exemption.

Please place this on the July 7, 2026 City Council meeting for consideration.

CITY OF HATTIESBURG
APPLICATION FOR TAX EXEMPTION

PROPERTY OWNER:28th Office LLC
MAILING ADDRESS:509 Ronie Street
CITY/ST/ZIP:Hattiesburg, MS 39401
PHONE:9179524262 FAX:_____
EMAIL ADDRESS:chad.f.edmonson@gmail.com

1. Type of Tax Exemption requested: ☐Downtown Central Business District ☒Historic Preservation District
2. Address of Property: 622 Corinne Street
3. Tax Identification Number (PPIN, Parcel Number): 19340
4. Date of completion of project as determined by the Certificate of Completion, Final Inspection or Certificate of Occupancy, as issued by the Land Development Code Administrator (Attach copy of documentation): _____
5. Appraised value (True Value) of property prior to renovations/replacement, per the County Tax Assessor: Land: _____ Buildings: _____ Total:46,000
6. Appraised value of property after improvements, per County Tax Assessor: *The value of the property must increase by at least ten percent (10%).* Land: _____ Buildings:_____ Total: 147,580
7. Description of project: Renovation of former Fire Department Office into commercial office space.
   _____
   _____
8. Amount expended on project (Attach proof of expenditures – Verification by lending institution, statement from CPA, actual invoices): $141,918.04
9. Attach pictures of property before and after of project, if available.

Property Owner Signature:_____ Date of Request: 5/27/26

This area to be completed by the City Tax Collector.

Date of Assessment:_____
This will be the first calendar year for which the exemption will apply.

Amount approved for exemption:_____
This amount should be the amount actually expended on the project not to exceed the total amount of the increase in value or fifty percent (50%) of the new value of the improvements as determined by the County Tax assessor, whichever is less.

Date Approved:_____ Date Denied:_____
If denied, indicate the reason for denial.
_____
_____
_____

Invoice

Date	Invoice #
1/26/2026	3576

Bill To

Trace 4th Street, LLC
For: 622 Corinne St.

Description	Amount
Labor: Demo, building interior walls, framing window holes, building window sashes at shop to match existing large windows; set original exterior door unit into conference room wall; cut out threshold in same door unit; primed porch boards, removed plywood from porch for Kdat.	3,025.50
Labor: load up sand and hauling bricks for bricklayers.	1,760.00
Materials: OSB, lumber, spruce, nails, spruce studs, screws, primer, Kdat, etc.	6,419.44

Mailing Address:
607 Corinne Street - C6
Hattiesburg, MS 39401
hubcityconstruction1@gmail.com

Total	$11,204.94
Payments/Credits	$0.00
Balance Due	$11,204.94

HUB CITY CONSTRUCTION

Invoice

Date	Invoice #
2/16/2026	3612

Bill To
Trace 4th Street, LLC For: 622 Corinne St.

Description	Amount
Labor: Added piers and/or shims as needed for porch framing; finished priming porch boards, installed all porch boards and trim; trimmed out columns on porch and replaced missing crown; removed and replaced existing siding and trim with new on rear of building; removed and replaced rear side door; built skid for metal building to move from house; all damaged exterior trim and bird boxes was removed and replaced with new; built and installed 2 windows and front door unit with threshold; cut out panels on existing front door and added trim for glass to be installed; framed in areas of front wall where existing door was or any areas where brick was removed and lathened out for sheetrock; installed insulation in new walls and areas opened to framing; picked up existing sheetrock and plaster ceiling and reattached; cut out damaged areas of ceiling and replaced with sheetrock.	15,058.95
Materials: Siding, dowel rod, treated lumber, screws, flashing, Masonite Miratex, c-pine, door stop, door unit, hinges, T&G flooring, sheetrock, insulation, etc.	5,948.43
Plumbing: Ran 2 1/4" copper lines for lanterns. (L&M)	195.27
Roofing: Demo existing roof, applied Ice & Water Shield in all valleys and installed synthetic felt over entire roof; installed 55 squares of architectural shingles with starters, hip & ridge, etc. Painted black all gas pipes on roof.	4,830.00
Roofing Materials.	9,958.17
Exterior Painting: Draw on pressure washing, scraping and prepping exterior for priming as needed and painting entire exterior.	2,760.00
Materials: Bleach, spackling, caulking, etc.	732.83

Mailing Address:
607 Corinne Street - C6
Hattiesburg, MS 39401
hubcityconstruction1@gmail.com

Total	$39,483.65
Payments/Credits	$0.00
Balance Due	$39,483.65

HUB CITY
CONSTRUCTION

Invoice

Date	Invoice #
3/2/2026	3626

Bill To
Trace 4th Street, LLC For: 622 Corinne St.

Description	Amount
HVAC: House had 4 systems. Checked 4 ton split system gas heat and 5 ton split system gas heat, no freon in 4 ton and conducted leak test, no leaks found. 5 ton system operational. Removed a/c ducts and mini split from porch; removed old 4 ton system capped duct work, tied 4 ton system into 5 ton system with 20" duct. (L&M)	1,738.32
Electrical: Disconnected and removed electrical from front porch; rewired light on front porch; wired 2 new offices with lights and plugs; separated lights in front rooms, removed all old fluorescent lighting, drilled and added ceiling boxes in each room, rewired, replaced both bathroom vent fans; rewired plug in basement, capped and removed all exposed wire in attic, removed and ran ethernet cable. (L&M)	5,147.06

Mailing Address:
607 Corinne Street - C6
Hattiesburg, MS 39401
hubcityconstruction1@gmail.com

Total	$6,885.38
Payments/Credits	$0.00
Balance Due	$6,885.38

HUB CITY CONSTRUCTION

Invoice

Date	Invoice #
3/11/2026	3637

Bill To
Trace 4th Street, LLC For: 622 Corinne St.

Description	Amount
Labor: Set 2 side windows and fur out all windows where sheetrock was missing and build interior window seats.	1,123.50
Milled and installed door stop, hung front door, installed glass in new front windows and door.	
Flooring: Pull scraped all glue off existing hardwood flooring throughout house.	2,857.50
Flooring: Started sanding and edging all hardwood floors.	2,982.50
Materials: scrapers, blades, sanding disc, dowels, prime crown, c-pine, spruce, door stop, etc.	1,616.76
Exterior Painting: Draw on prep, prime and paint exterior.	8,166.00
Interior Painting:Draw on prep, prime and paint interior.	3,450.00
Painting Materials, including primer and paint.	3,488.14
Install and float out sheetrock.	2,760.00
Sheetrock Materials.	1,863.74
Updated permit with City of Hattiesburg.	289.90
Equipment Rental: Floor sander	303.11

Mailing Address:
607 Corinne Street - C6
Hattiesburg, MS 39401
hubcityconstruction1@gmail.com

Total	$28,901.15
Payments/Credits	$0.00
Balance Due	$28,901.15

HUB CITY CONSTRUCTION

Invoice

Date	Invoice #
4/15/2026	3670

Bill To

Trace 4th Street, LLC
For: 622 Corinne St.

Description	Amount
Labor: Installed interior trim, built and installed door casings on front rooms, built & install door unit at end of hall, custom milled thresholds and installed in doorways, polished existing brass knobs and trim plates throughout and installed new brass deadbolts, installed qtr. round throughout, installed support boards under stairs in basement, installed grab bars, cleaned fireplace, grouted tiles and custom milled and installed trim around hearth. Cleaned up entire job site.	5,228.00
Materials:C-pine, door stops, hinges, rad prime, 5 brass dead bolts, countertop, backsplash, mirrors, toilet tissue holders, 1/4" round 16' primed, lattice strips, grab bars, anchors, LED can lights, exit signs, floor light, barn light, etc.	3,941.61
Labor: Cap off old HVAC hole, built and install box for old return, build and install cabinetry, drill out holes for hidden hinges and install drawer guides and cabinetry hardware and trim out. Installed butcher block countertop and backsplash and sealed.	2,156.00
Materials: Arauco, hinges, drawer guides, cabinet pulls, soft close door Euro hinges, etc.	874.06
Electrical Trim out: Replaced floor boxes in 3 rooms; added new circuit for kitchen; installed all plugs, switches, covers and lights; installed outlet outside by A/C and replaced back-up drain line.	2,054.25
Labor: Install backer board and tile in both restrooms and pass thru areas outside of restrooms and rear foyer area. Scraped and prepped areas for installation of carpet tile and installed.	1,957.50
Materials: 12x12 Glazed Ceramic Mosaic Tile, backerboard, Tile materials, etc.	3,611.38
Labor: Plumbing trim out, including plugged stops and fixed pipe coming out of wall; moved toilet drains; stubbed drain and water lines; ran gas line, hung lanterns trimmed out and installed landscape lighting.	3,582.50
Materials: Copper caps, landscape lighting wire and materials, lanterns, plumbing materials, pipe, couplings, ells, valves, PEX, etc.	4,819.72
Interior Painting: Final on prep, priming and painting interior, including cabinetry.	14,980.00
Exterior Painting: Final on prep, priming and painting exterior.	2,400.00
Painting Materials: Primer, Paint, painting materials.	3,149.39
Flooring: Patching, sanding, edging all hardwood flooring, applied poly and buffed and applied second coat of poly. Stain was added to poly.	4,808.75
Flooring Materials: Sanding disc & belts, lambskin, poly, etc.	1,879.76

Mailing Address:
607 Corinne Street - C6
Hattiesburg, MS 39401
hubcityconstruction1@gmail.com

Total	$55,442.92
Payments/Credits	$0.00
Balance Due	$55,442.92

622 Corinne Street, 12-12-25



Photo 1 - Front of Building (Northwest Facing Southeast)

622 Corinne Street, 4-13-26



RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, GRANTING AN EXEMPTION FROM AD VALOREM TAXES, EXCEPT SCHOOL DISTRICT TAXES, FOR A PERIOD OF SEVEN (7) YEARS TO 28TH OFFICE LLC AS AUTHORIZED BY SECTION 17-21-5, MISSISSIPPI CODE OF 1972, AS AMENDED.

WHEREAS, 28th Office LLC has made application to the City of Hattiesburg for an exemption from ad valorem taxes, except school district taxes, for property located at 622 Corinne Street, Hattiesburg, Mississippi, within the Historic Preservation District; and

WHEREAS, the applicant has completed renovations and improvements to the subject property and has submitted documentation of project expenditures and supporting information as required by the City's Historic Preservation District Tax Exemption Program; and

WHEREAS, the Forrest County Tax Assessor has determined that the appraised value of the property increased from $46,000.00 prior to the improvements to $147,580.00 following completion of the project; and

WHEREAS, the Mayor and City Council find that the application satisfies the requirements of the City's Historic Preservation District Tax Exemption Program and Section 17-21-5, Mississippi Code of 1972, as amended, and that granting the exemption serves the public purpose of encouraging the preservation and rehabilitation of historic properties within the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Hattiesburg, Mississippi, as follows:

Section 1.

That 28th Office LLC is hereby granted an exemption from ad valorem taxes, except School District Taxes, under Section 17-21-5, Mississippi Code of 1972, as amended, for the improvements to the property located at 622 Corinne Street, Hattiesburg, Mississippi.

Section 2.

That the exemption shall be for a period of seven (7) years beginning January 1, 2027, and ending December 31, 2033, with a true value of the exemption in the amount of $70,959.02, or such amount as finally certified by the Forrest County Tax Assessor in accordance with the City's adopted Historic Preservation District Tax Exemption guidelines.

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the _____ day of _____, 2026.

(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 _____, 2026.

ATTEST: APPROVED:

_____ _____

CITY CLERK **MAYOR**

MAYOR
Toby Barker

COUNCIL - WARD ONE	COUNCIL - WARD TWO	COUNCIL - WARD THREE	COUNCIL - WARD FOUR	COUNCIL - WARD FIVE
Jeffrey George	*Eric Boney*	*LeAnn Vance*	*Dave Ware*	*Nicholas Brown*

TO: Mayor and City Council

FROM: Kermas Eaton, Director of Administration / City Clerk

RE: Tax Exemption for 28th Office LLC
622 Corinne Street
Hattiesburg, MS 39401

The above-referenced property owner has requested an ad valorem tax exemption as authorized by Section 17-21-5, Mississippi Code of 1972, as amended. The property is located at 622 Corinne Street within the City's Historic Preservation District.

State law authorizes municipalities to grant an exemption from municipal ad valorem taxes, excluding school district taxes, for a period not to exceed seven (7) years for qualifying improvements to eligible properties located within designated Historic Preservation Districts.

The applicant submitted documentation reflecting project improvements totaling $141,918.04. According to the Forrest County Tax Assessor, the property's value increased from $46,000.00 prior to the improvements to $147,580.00 upon completion.

Pursuant to the commercial guidelines established under Resolution 2011-209, the exemption amount is calculated using the lesser of:

1. Fifty percent (50%) of the qualified improvement costs; or
2. The actual increase in value of the property as determined by the Forrest County Tax Assessor.

Based upon the information provided, the allowable exemption amount is $70,959.02.

If you have any questions, please let me know.

Kermas Eaton

Director of Administration / City Clerk

Memorandum

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

From:

cc:

Date: **Tuesday, July 7, 2026**

Re: **Adopt a Resolution approving settlement of a doubtful and disputed claim at PPIN 14951as attached, and authorize the issuance of a manual check for the same.**
File Number: 2026-558
Minute Book #

Summary

Recommendation Statement

Please place this on the July 7, 2026 City Council meeting for consideration.

RIGHT OF ENTRY
City of Hattiesburg, Mississippi

KNOW ALL PERSONS BY THESE PRESENTS, that **Bridgette Lang** ("**Landowner**"), the fee simple owner of that certain real property located **at 302 Park Ave, Hattiesburg, Forrest County, Mississippi, PPIN 14951** (the "Property"), does hereby grant and convey to the **City of Hattiesburg, Mississippi**, its officers, employees, authorized representatives, agents, and contractors (collectively, the "City"), a non-exclusive right of entry upon and across the Property for the purposes set forth herein.

1. PURPOSE. The City is hereby authorized to enter upon the Property to conduct drainage repair and related activities, including but not limited to inspection, excavation, removal or trimming of vegetation, grading, placement and removal of materials, backfilling, and any other work reasonably necessary to repair, restore, or improve the drainage infrastructure located within or adjacent to the existing drainage easement on the Property. This Right of Entry is not limited to any particular scope or method of work, and shall encompass all activities the City, its agents, or contractors deem reasonably necessary to accomplish said repairs.

2. AREA OF ACCESS. The City and its authorized agents and contractors are hereby authorized to access, occupy, and use such portions of the Property as are reasonably necessary to perform the work described herein, including ingress and egress across the Property to reach the work area. The Landowner acknowledges that performance of the work may require access to and use of areas of the Property extending beyond the boundaries of the existing drainage easement of record, and such access is expressly authorized hereunder.

3. TERM. This Right of Entry shall be effective upon execution by the Landowner and shall remain in full force and effect until such time as the drainage repair work described herein is completed, at which time this Right of Entry shall automatically terminate without further action by either party.

4. RESTORATION. Upon completion of the work, the City shall restore the surface of the Property to a condition reasonably similar to that which existed immediately prior to commencement of operations, to the extent practicable, but only as to such direct physical disturbance as is caused by the City, its agents, or contractors in the performance of the work authorized herein. The City's restoration obligation shall not exceed the actual physical damage caused by its activities and shall not encompass pre-existing conditions or any improvements, landscaping, or vegetation.

5. ENTIRE AGREEMENT. This Right of Entry constitutes the entire agreement between the parties with respect to the right of entry and access to the Property as described herein and supersedes all prior or contemporaneous oral or written representations, understandings, or agreements relating specifically to such right of access.

6. AUTHORITY. The Landowner represents and warrants that she holds fee simple title to the Property and has full legal authority to grant this Right of Entry.

IN WITNESS WHEREOF, the Landowner has executed this Right of Entry as of the date written below.

LANDOWNER:

_____ _____

Bridgette Lang Date

RELEASE FROM LIABILITY

In consideration of the payment of Five Thousand Eight Hundred Dollars ($5,800.00), in hand paid by the City of Hattiesburg, Mississippi ("the City"), a municipal corporation, Bridget Lang does hereby release and forever discharge the City, its officers, employees, agents, and successors in interest, from any and all actions, causes of action, claims and demands for, upon, or by reason or any damage, loss or injury, which heretofore have been or which hereafter may be sustained by Bridget Lang, her minor children, her heirs, beneficiaries and assigns, in consequence of a her granting access to the City, its employees and agents, to her property located at 302 Park Avenue for a drainage project.

It being further agreed and understood that the payment of said Five Thousand Eight Hundred Dollars ($5,800.00) is not to be construed as an admission on the part of the said City of any liability whatsoever in consequence of said drainage project, but is, rather, the settlement of a doubtful and disputed claim.

In further consideration of the above-described payment, the undersigned will execute a Right of Entry and Temporary Construction Easement to the City of Hattiesburg, Mississippi, in connection with the above-described drainage project.

In witness whereof, the undersigned has affixed his signature on this _____ day of _____, 2026.

_____

Bridgette Lang, Owner of property at
302 Park Avenue, Hattiesburg, MS 39401

RESOLUTION APPROVING SETTLEMENT OF A DOUBTFUL AND DISPUTED CLAIM

WHEREAS, the City of Hattiesburg ("the City") is or soon will be engaged in a drainage project that includes the property located at 302 Park Avenue, Hattiesburg, MS 39401, said property being identified as PPIN 14951 by the Forrest County Tax Assessor ("the subject property"); and

WHEREAS, the City's contractor will need access to the subject property to complete its work; and

WHEREAS, the construction will involve heavy machinery causing loud and continuous noise, vibrations, and general disruption to the subject property for several days; and

WHEREAS, two of the minors living in the house located on the subject property have serious medical conditions which will be dangerously exacerbated by the noise, vibrations and general disruption caused by the heavy machinery operating on the subject property; and

WHEREAS, it is necessary for the residents of the subject property, including the two minors, to be temporarily relocated during the time the City's contractor has access to the subject property.

NOW, THEREFORE, the City Council of Hattiesburg FINDS that given the uncertainty of cost of the temporary relocation as set forth above as well as the cost of the owner of the subject property giving access to the City to the subject property, and the cost and uncertainty of potential litigation, it would be in the best interest of the City to settle the claim of the owner of the property located at 302 Park Avenue, Hattiesburg, MS 39401, said property being identified as PPIN 14951, as a doubtful and disputed claim, and that the owner of the subject property be paid the sum of Five Thousand Eight Hundred Dollars ($5,800.00) to resolve the claim. Said payment shall be contingent upon the execution by the owner of the subject property of a full and complete Release of all claims related to or growing out of this dispute.

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 **7th** day of July 2026.

(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 **7th** day of July 2026.

ATTEST: **APPROVED:**

_____ _____

CITY CLERK **MAYOR**

Memorandum

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

From: **Marybeth Bergin, Director of Transportation and Engineering**

cc:

Date: **Tuesday, July 7, 2026**

Re: **Adopt a Resolution declaring a portion of Forrest County Parcel PPIN 39566 necessary for public use, establishing just compensation, authorizing the Mayor to make a fair market value offer related to the Elks Lake Road Bridge Replacement Project and authorize issuance of a manual check.**
File Number: 2026-543
Minute Book #

Summary
Adopt a Resolution declaring a portion of Forrest County Parcel PPIN 39566 necessary for public use, establishing just compensation, authorizing the Mayor to make a fair market value offer related to the Elks Lake Road Bridge Replacement Project and authorize issuance of a manual check.

Recommendation Statement
I recommend approval of this item.

Please place this on the July 7, 2026 City Council meeting for consideration.

APPRAISAL REPORT

Parcel Number(s)	PPIN# 39566
Owner	Patrick & Julie James
Vacant / Occupied / Leased	Occupied
County	Forrest
Project Number	LSBP - 37(16)
Project Description	Bridge Replacement Elks Lake Road
Effective Date of the Appraisal	03/23/2026
Report Date	03/25/2026
Report Requested for	Original Appraisal

Prepared For:

Marybeth Bergin
Director of Engineering City of Hattiesburg
212 W. Front Street, Hattiesburg, MS 39402
601.545.4540

This Appraisal and Appraisal Report Was Prepared By:

Jonathon Null, MAI
State Certified General Real Estate Appraiser, GA-799
6760 US Highway 98, Suite 2
Hattiesburg, MS 39402

Possession of this report does not carry or imply a right of use and/or publication. This real property appraisal report is the property of the City of Hattiesburg and may not be utilized or cited in whole or in part without the express written consent of an authorized agent or official of the City of Hattiesburg.

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Appraisal Report

Parcel No.	PPIN# 39566		
County	Forrest		
Owner(s):	Patrick & Julie James	**Address:**	18 Elks Lake Road
Phone:	601.329.9118		Hattiesburg, MS 39401
Owners Email:		**Address:**	18 Elks Lake Road
Occupant:	Owner Occupied		Hattiesburg, MS 39401
Phone:			

Estate Appraised: ☒ Fee ☐ Easement ☐ Quit-Claim

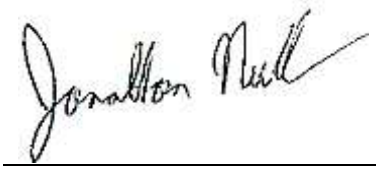
Area of Whole Tract	**+/- 18.26 Acres or 795,406 sf**
Area of Remaining Tract	**+/-18.22 Acres or 793,657 sf**
Area to be Acquired	**+/- 0.04 Acres or 1,749 sf**

Property Owner Contact Record

Subject Property Inspection Dates:	03/23/2026
The property owner or their designated representative **was** offered an opportunity to accompany the appraiser performing this appraisal during the appraisal inspection of the property. A letter and plat extending this invitation was **mailed** to Patrick & Julie James on March 20th, 2026. An invitation was also offered via phone call with the property owner.	
Contact Comments	
Jonathon Null spoke with Patrick James, the property owner, on March 23rd, 2026. An opportunity for Mr. James to accompany the appraiser during the property inspection was made. Mr. James instructed the appraiser to proceed with the property inspection without him being present, and to notify his spouse during my arrival. During the inspection, the appraiser knocked on the front door of the single family residence with no response. The appraiser proceeded to take photos of the exterior of the home and along Elks Lake road. This was documented with photographs that can be found later in this report.	
Is the Property being Leased or Rented? ☐ Yes ☒ No	
Terms:	

Date: 03/25/2026

Appraiser:
(*signature*)



(*print name*) Jonathon Null., MAI
(*license type*) Real Estate Appraiser # GA-799

Summary of Facts and Findings

Project : Bridge Replacement Elks Lake Road	**Parcel No.** PPIN# 39566

Property Owner: Patrick & Julie James **Address:**18 Elks Lake Rd, Hattiesburg, MS 39401 **Phone:** 601.329.9118

Identification of the Property Appraised:
This property consists of +/- 18.26 Acres, identified as PPIN# 39566. This property is located on the east side of Elks Lake Road, west of Highway 49. Said parcel lies within the NE ¼ of the SW ¼ of Section 34, Township 4 North, Range 13 West in Forrest County, Mississippi. This property is inside of the Hattiesburg Corporate Limits.

Estate Appraised:	*(Fee, Easement, Other)*
Fee Simple	

Size of the Whole Tract (Before):	+/- 18.26 Acres or 795,406 sf
Size of the Remaining Parcel (After):	+/-18.22 Acres or 793,657 sf
Size of the Area to be Acquired:	+/- 0.04 Acres or 1,749 sf

Highest and Best Use Before (Whole Tract):	Residential Homesite
Highest and Best Use After (Whole Tract):	Residential Homesite

Size of the Larger Parcel(s) *(If different from the Whole Tract)*	+/- 18.26 Acres
Highest and Best Use of the Larger Parcel(s)	Residential

Unit Value of the Land (Before)	$13,000 / Acre
Unit Value of the Land (After)	$13,000/ Acre

Improvements:
The James property is an established residential property with access to Elks Lake road along its western border. The area along the entrance drive and the residential home have been cleared and opened up for residential uses. The remaining area is lightly wooded land.

Total Before Value: land only	**$240,630**
Total After Value: land only	**$236,860**
Just Compensation:	**$3,770**

Allocation of Compensation for All interest:				
Parcel No.	**Land**	**Improvements**	**Damages**	**Total**
PPIN 39566	$520	Landscaping: $3250	$0	$3,770

Effective Date of the Appraisal:	03/23/2026
Date of Report:	03/25/2026

Certification of Appraiser

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.

2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and legal instructions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

5. Neither my engagement nor my compensation for completing this assignment was contingent upon developing or reporting a predetermined result, predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

6. The real property appraisal documented in this appraisal report was completed in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601 et seq.), and requirements for appraisals as outlined in 49 CFR 24, Subpart B, dated January 4, 2005. To the extent appropriate under the Laws of the State of Mississippi, the real property appraisal documented in this appraisal report was completed in conformity with the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), which are compatible with standards and practices of the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice (USPAP), except to the extent that compliance with the Uniform Act, 49 CFR 24, and the UASFLA required invocation of the (USPAP) Jurisdictional Exception Rule in certain instances, so as to conform with the over-riding federal law relating to the valuation of real estate for government acquisition purposes.

7. This appraisal conforms with the appropriate State laws, regulations, policies, and procedures applicable to the appraisal of rights of way for highway purposes.

8. Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property.

9. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.

10. Unless expressly stated otherwise in this report, the property owner, or his/her designated representative, was given the opportunity to accompany me on the inspection.

11. I have made a personal inspection of the property that is the subject of this report on March 23rd, 2026.

12. No one provided significant real property appraisal assistance to the person(s) signing this certification.

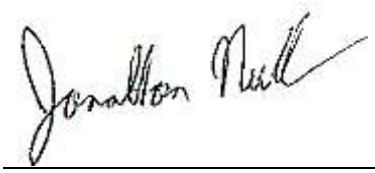
13. I have not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment. If applicable;

14. Jonathon Null is state certified by the State of Mississippi as a General Real Estate Appraiser, License No. GA-799, and as of the date of this report, has completed the continuing education required to maintain that license.

Based upon my independent appraisal and the exercise of my professional judgment, it is my opinion that the valuation of the subject property is as follows:

Fair Market Value of the Whole Tract (as defined in this report)	**Before**	**$240,630**
Fair Market Value of the Remainder Property	**After**	**$236,860**
The difference between the Fair Market Value of the whole tract and the remainder is		**$3,770**

Appraiser ***(sig.)***



Date 03/25/2026

(name) Jonathon Null., MAI

(License) Real Estate Appraiser # GA-799

Appraisal Scope of Work

Scope of work is defined by USPAP as "the type and extent of research and analyses in an appraisal." The USPAP Scope of Work Rule states, "The report must contain sufficient information to allow the client and other intended users to understand the scope of work performed". The following scope of work summarizes the extent to which the property is identified and inspected, the type and extent of data researched, and the type and extent of analyses applied to arrive at the final value conclusions.

Identification of Client and Intended Users

The City of Hattiesburg requested the appraisal of the property described in this report and is the client. The intended user of this appraisal report is the City of Hattiesburg and such employees or agents authorized by The City of Hattiesburg to utilize the information contained herein. There are no other intended users.

Intended Use of the Appraisal Report

The facts, analyses, opinions, and conclusions contained in this appraisal report establish an estimate of just compensation, as prescribed under the laws of the State of Mississippi, payable for the acquisition of specified real property rights, being acquired for public use. The estimate of just compensation in this appraisal report includes the fair market value of the property, damages to the remaining property, if any, and such curative costs as are permitted by the Laws of the State of Mississippi, and, upon determination by appraisal review that this appraisal report complies with all applicable standards and requirements, serves as the basis for the establishment of the amount believed to be just compensation for the acquisition of the "real property" described herein. There are no other intended uses.

Purpose of the Appraisal

The purpose of the appraisal is to render an opinion as to the Fair Market Value of specified real property as of the stated date and, through application of the Before and After Rule as prescribed under the laws of the State of Mississippi, the valuation of the remainder of specified real property. The difference between these two valuations is the value being sought by the client and is reported to the client as the "fair market value of the area to be acquired and damages, if any, to the remainder".

Parameters of Data Search

The scope of the assignment is to collect and verify as completely as possible, comparable sales, and rentals, if applicable, from within the subject area, or other areas that, in the opinion of the appraiser, are reasonably comparable to the subject area, so that a value conclusion may be derived.

Sources of the data, utilized for this appraisal, include county deed records, real estate brokers, real estate appraisers, and other individuals knowledgeable in the local real estate market and, as applicable and appropriate, other individuals knowledgeable in specific types of property. One or more of the principals involved in the transactions, grantor, grantee, attorney, financier, broker of the transaction, or their representatives, have verified the market sales used in this report. Mississippi is a non-disclosure State. Other than the recordation of a deed, there is no legal requirement for grantors, grantees, or other parties to a transaction, to disclose any information relative to the transfer of real property. Since there is no legal requirement for the deed to include the transaction price when it is recorded, it is possible that there are transactions for which purchase price data could not be obtained.

Extent of Property Inspection

The extent of the subject property inspection, including interior and exterior areas, is required content of the appraisal report per the USPAP Scope of Work Rule and per guidance from the FHWA regarding requirements for scope of work. The "extent of the inspection process" includes but is not limited to, a declaration as to the part or parts of the property that were viewed or not viewed during the inspection; for structures and other improvements, whether such items were physically measured by the appraiser, whether interior and/or exterior inspection was performed for each item, and a declaration regarding the level of detail associated with the inspection of tangible property. The following is a description of the extent of the inspection performed on the subject property for this appraisal assignment:

Jonathon Null spoke with Patrick James, the property owner, on March 23rd, 2026. An opportunity for Mr. James to accompany the appraiser during the property inspection was made. Mr. James instructed the appraiser to proceed with the property inspection without him being present, and to notify his spouse during my arrival. During the inspection, the appraiser knocked on the front door of the single family residence with no response. The appraiser proceeded to take photos of the exterior of the home and along Elks Lake road. This was documented with photographs that can be found later in this report.

Valuation Process

The data obtained is to be analyzed, when applicable, via the Cost Approach, Income Capitalization Approach, and the Sales Comparison Approach. The analysis includes appropriate support for any adjustments made and the value conclusions. The values derived via these three approaches, if developed, are then reconciled into final opinions of value for the subject property for the before condition and after condition. The just compensation opinion thus derived by this process encompasses the fair market value of the partial acquisition, improvements within the acquisition, damages to the remainder (if any), including any curative costs impacted by the acquisition in accordance with the Uniform Act and the Laws of the State of Mississippi.

Property Rights Appraised

The property rights appraised in this report consist of fee simple, and, as applicable and appropriate, easement, leased fee, and leasehold interest(s).

"Fee Simple Estate" is defined as: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat." Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed., s.v. "fee simple estate." (Chicago: Appraisal Institute, 2022), PDF e-book.

Property Estate(s) Appraised:	*List and describe, if necessary, the property right(s) appraised (i.e., fee simple, easement, other)*
Fee Simple	

Fair Market Value Defined

Fair Market Value is value in exchange. It is "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress". (*See the Terms and Definitions section of this report for the source of this definition*)

Assumptions and Limiting Conditions

This appraisal is subject to the following underlying assumptions and limiting conditions:

The appraiser certifies that to the best of his or her acknowledge and belief, the statements contained in this appraisal report, subject to the limiting conditions set forth below are correct.

This appraisal is of the property described in this report.

The appraiser has made no survey of the property and assumes that the areas and dimensions shown herein are correct. Any sketch or identified survey of the property included in this report is only for the purpose of assisting the reader in visualizing the property.

Certain information in this report was obtained from and/or furnished by sources believed to be reliable; however, the absolute accuracy of information is not guaranteed. If relevant information or errors come to the attention of the appraiser, the appraiser reserves the right to change, alter, revise, or void the opinions contained in this report in part or in their entirety.

Possession of this report does not imply the right of publication, and it may not be used without the consent of the City of Hattiesburg. This report is to be used in its entirety. The appraiser is not responsible if any part of this report is used to the exclusion of the remainder.

I am not familiar with any engineering studies made to determine the bearing capacity of the land or that indicate any mineral contents of a significant nature.

The appraiser has no knowledge of the existence of hazardous materials on the property unless otherwise stated in this report. The appraiser, however, is not qualified to detect such substances. The presence of any such substances, which may be potentially hazardous materials, may affect the value of the property. However, as directed by the client, the City of Hattiesburg, this value estimate is predicated on the assumption that there are no such materials on or in the property that would cause a loss in value.

To the best of my knowledge no portion of the value assigned to the subject property is for items which are non-compensable according to established laws.

This property has been appraised as though free of all liens, unless otherwise stated herein. No responsibility is assumed for matters legal in nature, nor is any opinion of title rendered herewith. Good title is assumed.

Certain background and other relevant information applicable to the appraisal of this property and for this appraisal report is given in the project data brochure, which is incorporated herein by reference.

This appraisal was performed within requirements of regulation, law, and supplemental appraisal standards that are applicable to appraisals performed for governmental acquisitions and thus, certain valuation opinions and conclusions stated in this appraisal report are affected by these requirements. Applicable Mississippi Law is found at Mississippi Code Section 65, Section 43, Section 11, and also found in certain published decisions of the Mississippi Supreme Court as they pertain to property acquisition by Eminent Domain. Applicable Federal Law is found in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et se*q.,* and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.

The reported value estimate assumed no impact on value because of “Section 404 wetlands”, as defined by the U. S. Army Corps of Engineers. The client is urged to seek advice of an expert to determine any potential impact on wetlands on the property.

There **are no** additional assumptions and limiting conditions applicable to this appraisal.

Extraordinary Assumptions and Hypothetical Conditions

Standard Rule 1-2(f) and (g) and Standard Rule 2-2 (a)(xiii) and (b)(xv) of the *Uniform Standards of Professional Appraisal Practice* require the appraiser to identify and state all extraordinary assumptions and hypothetical conditions when developing and reporting an appraisal.

2020-2023 USPAP defines extraordinary assumption as "assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions. Comment: Uncertain information might include physical, legal or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends, or the integrity of data used in an analysis.

2020-2023 USPAP defines hypothetical condition as "a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis." Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristic of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

The *Uniform Appraisal Standards for Federal Land Acquisitions*, *2016*, Section 1.2.7.1, page 13, further states that:

"An extraordinary assumption may be used in an assignment only if:
1. it is required to properly develop credible opinions and conclusions,
2. the appraiser has a reasonable basis for the extraordinary assumption,
3. use of the extraordinary assumption results in credible analysis; and
4. the appraiser complies with the disclosure requirements set forth in USPAP for extraordinary assumptions."

"A hypothetical condition may be used in an assignment only if:
1. use of the hypothetical condition is clearly required for legal purposes, for purposes of reasonable analysis, or for purposes of comparison,
2. use of the hypothetical condition results in a credible analysis,
3. the appraiser complies with the disclosure requirements set forth in USPAP for hypothetical conditions, and
4. the hypothetical condition is provided to the appraiser in writing by the client or an authorized representative of the client."

An appraiser can neither make an assumption or accept an instruction that is unreasonable or misleading, nor can an appraiser make an assumption that corrupts the validity of the value estimate. Written legal instructions that have proper foundation must be accepted and must be included in the appraisal report.

Following, if applicable, are all extraordinary assumptions and/or hypothetical conditions that affected the analyses, opinions, and conclusions of this report which are explained in the scope of work:
1)The appraisal of the AFTER condition is performed under the hypothetical condition that, as of the appraised date of value, the proposed real property acquisition is completed, any associated construction for the project is complete, and that the construction is consistent with the plats and plans described in this report.

Following, if applicable, are appraiser instructions that affected the analyses, opinions, and conclusions of this report:
None

The Use of Significant Real Property Appraisal Assistance and The Use of Consultant's Report(s)

If professional assistance was provided to the appraiser, the name of the individual(s) providing such assistance must be stated below. This includes significant real property appraisal assistance as well as providers of subsidiary assistance, e.g., appraisers, trainees, registered foresters, architects, attorneys, planning and permitting consultants, engineers, cost estimators, marketing consultants, etc.

If applicable, the following is a description of any necessary or appropriate steps that were performed in the completion of this appraisal assignment that were not previously noted in the scope of work, including a list of the individual(s) providing professional assistance and the type and extent of assistance provided.

SDW Engineering Progress provided Right-of-Way plans for this project.

Declaration of Jurisdictional Exception to the Uniform Standards of Professional Appraisal Practice

In conformity with the requirements of USPAP Standard Rule 2-1(a, b, & c), this section of the appraisal report references those specific laws and regulations that prescribe methods and procedures of appraisal and appraisal reporting contrary to that required by USPAP. Application of the Jurisdictional Exception Rule of the USPAP is hereby declared.

Linking Estimate of Value to Specific Exposure Time:

The Comment to USPAP Standards Rule 1-2(c) states *"when reasonable exposure time is a component of the definition for the value opinion being developed, the appraiser must also develop an opinion of reasonable exposure time linked to that value opinion".* The Comment to USPAP Standards Rule 2-2(a)(vi) and 2-2(b)(viii) states *"when an opinion of reasonable exposure time has been developed in compliance with Standards Rule 1-2(c), the opinion must be stated in the report".* Under Federal appraisal standards, "exposure time" statements are not permitted to appear in appraisal reports prepared for governmental acquisitions. Therefore, pursuant to the authority conveyed to the MDOT through Miss. Code, Sec. 65-1-8 all real property appraisals prepared for the MDOT, whether by staff employees or contracted fee appraisers, shall invoke a Jurisdictional Exception to the requirements of USPAP 2-2(a)(vi) and 2-2(b)(viii) in order to maintain compliance with Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et se*q.,* found at 49 C.F.R. Part 24.103 and stated with specificity in *"The Uniform Appraisal Standards for Federal Land Acquisitions",* Section 1.2.4, Page 10 and Section 4.2.1.2, Page 95.

Consideration of Land Use Regulations:

USPAP Standard Rule 1-3(a) requires analysis of the effect existing land use regulations and reasonably probable modifications to same. This requirement is contrary to Federal appraisal standards. All real property appraisals performed for the MDOT, whether by staff employees or contracted fee appraisers, must disregard any recent rezoning if such rezoning was a consequence of, or in anticipation of, the government project for which the appraisal is being conducted. Therefore, pursuant to the authority conveyed to the MDOT through Miss. Code, Sec. 65-1-8, all real property appraisals shall invoke a Jurisdictional Exception to the requirements of USPAP 1-3(a) in order to maintain compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et se*q.,* and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.103 and stated with specificity in *"The Uniform Appraisal Standards for Federal Land Acquisitions",* Section 4.3.2.4.1, Page 109.

Consideration of Anticipated Public Projects:

USPAP Standard Rule 1-4(f) requires the appraiser to analyze the effect on value of anticipated public improvements located on or off the property appraised. The appraisal requirements of USPAP Standard Rule 1-4(f) are contrary to State and Federal Law regarding appraisals performed for government acquisitions. All real property appraisals performed for the MDOT, whether by staff employees or contracted fee appraisers, must disregard any decrease or increase in the fair market value of real property caused by the government project for which the appraisal is being conducted. Therefore, per Mississippi Law found in the Miss. Code, at Sec. 43-37-3I and Federal Law found in Title III, Sec. 301(3) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et se*q.,* and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.103(b) all real property appraisals performed for the MDOT shall invoke a Jurisdictional Exception to the requirements of USPAP 1-4(f).

Valuation by Market Approach Only (a.k.a. Sales Comparison Method):

Unless specifically prohibited by Law, the MDOT is empowered and directed by statute to adopt such procedures as are advisable and/or necessary for the purpose of obtaining or securing financial assistance, grants or loans from the United States of America, or any agency thereof. All real property appraisals performed for the purpose of governmental acquisitions within the scope of The Uniform Act are authorized to omit cost and income approaches to valuation where sufficient sales data exists to produce a reliable opinion of value by use of the Market Approach alone *(a.k.a. Sales Comparison Approach)*. Therefore, pursuant to the authority conveyed to the MDOT under Mississippi Law and stated in the Miss. Code, at Sec. 65-1-8 and Federal Law under the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et se*q.,* and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.103(a)(3), all real property appraisals performed for the MDOT, whether by staff employees or contracted fee appraisers, shall invoke Jurisdictional Exception to the requirements of Standard Rule 1-4(b, c), and Standard Rule 2-2(a)(x) as it pertains to same.

Additions to the Scope of Work and Comments *(If necessary)*	
The Scope of Work included: a) an inspection of the subject property and the research and collection of data pertaining to recent economic development and real estate sales and leasing activity in Forrest County, Mississippi, as well as other parts of the state. The Sales Comparison approach to value was used. Information was collected from courthouse records, files of reliable real estate professionals, property owners and developers and the search of public records. Search parameters such as dates of sales, leases, locations, sizes, and types of properties were started with relatively narrow constraints and, if necessary, were expanded until the appraiser had either	

retrieved data sufficient (in the appraiser's opinion) to estimate market value, or until the appraiser believed that he had reasonably exhausted the available pool of data. Efforts were made to verify the data with persons directly involved in the transactions such as buyers, seller, brokers, or agents. At the appraiser's discretion, some data were used without personal verification if, in the appraiser's opinion, the data appeared to be correct. In addition, the appraiser considered any appropriate listings or properties found through observation during appraiser's data collection process. The appraiser reported only the data deemed to be pertinent to the valuation problem;

b) has investigated and analyzed any pertinent easements or restrictions, on the fee simple ownership of the subject property. It is the client's responsibility to supply the appraiser with a title report. If a title report is not available, the appraiser will rely on a visual inspection and identify any readily apparent easements or restrictions;

c) has analyzed the data found and has reached conclusions regarding the market value, as defined in the report, of the subject property as of the date of value using appropriate valuation approach(es) identified above;

d) has prepared the appraisal in compliance with the Uniform Standards of Professional Appraisal Practice as promulgated by The Appraisal Foundation and the Code of Professional Ethics and Certification Standard of the Appraisal Institute;

e) has prepared an Appraisal Report, as defined in USPAP, which includes photographs of the subject property, descriptions of the subject neighborhood, the site, and any improvements on the site, a description of the zoning, a highest and best use analysis, a summary of the most important sales used in the appraiser's valuation, a reconciliation and conclusion, and other data deemed by the appraiser to be relevant to the assignment. Pertinent data and analyses not included in the report may be retained in the appraiser's files.

Area & Neighborhood Data

Area Defined	
The area around the subject property is a quiet, semi-rural setting with wooded acreage, low-density housing, and natural privacy while still offering quick access to US 49 and I-59. Essential services, retail, and employment centers are 5–15 minutes away along the US 49 corridor and in downtown Hattiesburg. The neighborhood features rolling wooded terrain, mixed forests, and natural drainage patterns, with recreational amenities like Paul B. Johnson State Park nearby. Overall, it provides a blend of rural seclusion and convenient proximity to Hattiesburg's commercial, educational, and healthcare hubs	
Subject Location	☐ Urban ☒ Suburban ☐ Rural
Population Growth Rate	☒ Increasing ☐ Stable ☐ Decreasing
Primary Shopping/Trade Center – Area	Hattiesburg
Primary Shopping/Trade Center – County	Forrest
Nearest Employment Center	Hattiesburg

Neighborhood Defined	
The neighborhood surrounding the subject property is a mixture of residential properties along Elks Lake road, with commercial and light industrial properties along Highway 49. The property is removed from Highway 49 and is strictly a residential area.	
Neighborhood Zoning	☒ Res. ☐ Comm. ☐ Ind. ☐ Other ☐ None
Neighborhood Utilities	☒ Elec. ☒ Gas ☒ Water ☐ All ☐ Part ☐ Sewage ☐ Other
Neighborhood Imp's	☐ Storm Sewer ☐ Crb/Gtr ☐ Sidewalk ☒ Street Lights ☐ Other
Schools	Oak Grove Elementary, Oak Grove Middle School, Learning Tree Christian Academy, MCHS Cares School
Recreational Facilities	
Fire	Northeast Forrest Fire Station #1
Police	Forrest County
Other	

Comments:
The properties along Elks Lake road gradually transition from small homesites to larger land holdings further south into Forrest County. This residential area is generally stable with some larger estate type homes being built in recent years.

Site Description

(Before – Acquisition - After)

Site Description — Before

An analysis of the subject site is particularly important in estimating its highest and best use. The following is a discussion of the subject site in the Before Condition.

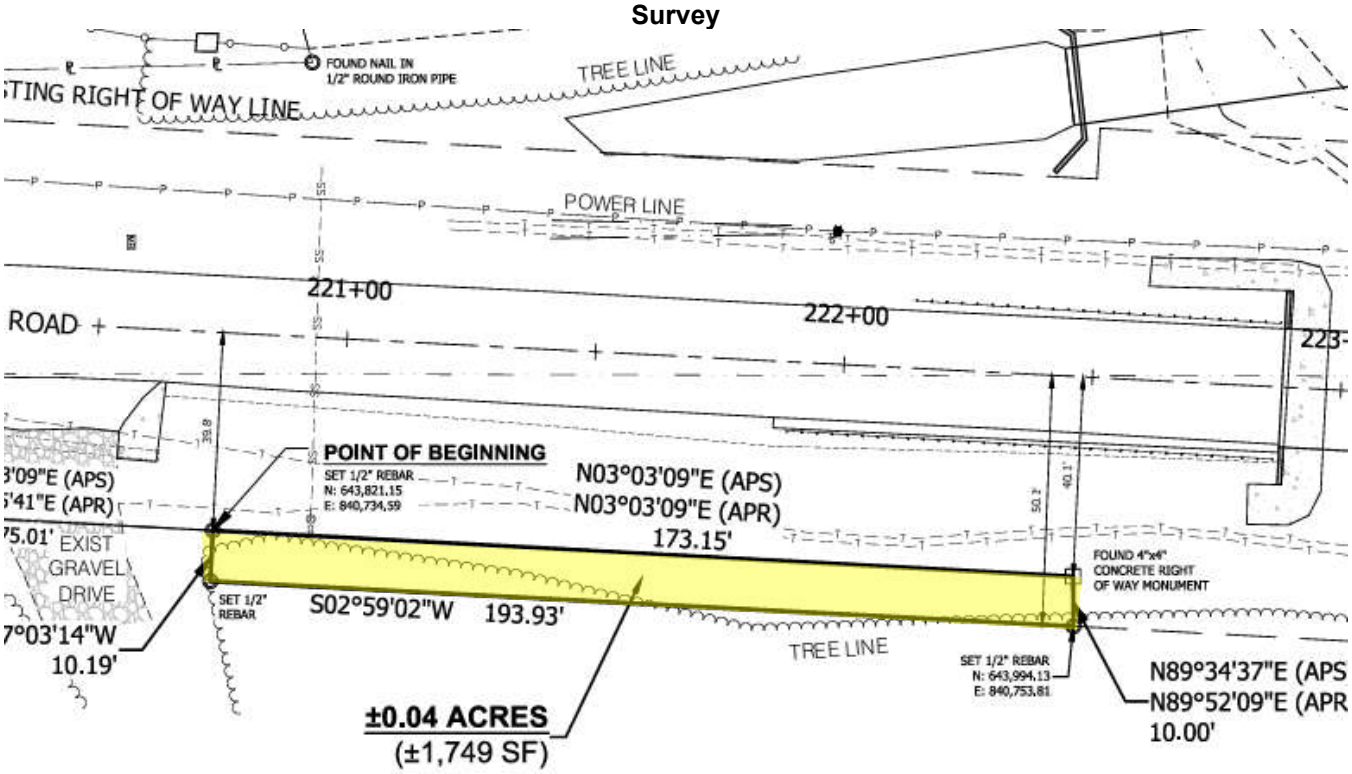
Information, regarding the total ownership, has been obtained by the appraiser from current county records, SDW Engineering Progress provided an acquisition map, with the right of way flagged during inspection. The site is a typical residential lot with paved road access and access to utilities.

Present Use of Site: Single Family Residential Site

AERIAL TAX MAP



Survey



PATRICK & JULIE JAMES
COUNTY TAX PARCEL ID: 2-041J-34-002.00
PPIN: 39566
WD B1199 P535 2015

Legal Description of the Total Ownership: This property is located on the east side of Elks Lake Road, west of Highway 49. Said parcel lies within the NE ¼ of the NW ¼ of Section 34, Township 4 North, Range 13 West in Forrest County, Mississippi. This property is inside of the Hattiesburg Corporate Limits.

Commence at a 6 inch x 6 inch concrete fence post at the southeast corner of the NE ¼ of the SW ¼ of Section 34, Township 4 North, Range 13 West, Forrest County, Mississippi, and run North 00 degrees 06 minutes 25 seconds East for 1315.57 feet; thence run North 00 degrees 02 minutes 20 seconds East for 790.35 feet to a ½ inch rebar and the Point of Beginning. From the Point of Beginning, run South 89 degrees 36 minutes 12 seconds West for 1306.91 feet to a ½ inch rebar and the East Right-of-Way line of Elks Lake paved public road; thence run North 00 degrees 51 minutes 46 seconds West on and along said Right-of-Way line for 138.37 feet to a ½ inch rebar; thence run North 01 degree 02 minutes 43 seconds East on and along said Right-of-Way line for 106.32 feet to a ½ inch rebar; thence run North 02 degrees 55 minutes 41 seconds East on and along said Right-of-Way line for 248.16 feet to a ½ inch rebar; thence run South 89 degrees 52 minutes 09 seconds East on and along said Right-of-Way line for 10.00 feet to a ½ inch rebar; thence run North 03 degrees 05 minutes 59 seconds East on and along said Right-of-Way line for 290.50 feet to a ½ inch rebar; thence run South 76 degrees 26 minutes 27 seconds East for 291.95 feet to a ½ inch rebar, thence run South 20 degrees 43 minutes 40 seconds East for 169.99 feet to a ½ inch rebar; thence run North 89 degrees 10 minutes 47 seconds East for 925.13 feet to a 1-1/4 inch iron pipe; thence run South 00 degrees 02 minutes 20 seconds West for 559.31 feet back to the Point of Beginning. Said parcel of land is part of the NE ¼ of the NW ¼ and the SE ¼ of the NW ¼ all being in Section 34, Township 4 North, Range 13 West, Forrest County, Mississippi, and contains 18.00 acres, more or less; together with all improvements thereon and appurtenances thereunto belonging.

AND ALSO:

Commence at a 6 inch x 6 inch concrete fence post at the southeast corner of the NE ¼ of the SW ¼ of Section 34, Township 4 North, Range 13 West, Forrest County, Mississippi, and run North 00 degrees, 06 minutes 25 seconds East for 1,315.57 feet; thence run North 00 degrees 02 minutes 20 seconds East for 1,349.66 feet to a 1-1/4 inch iron pipe; thence run South 89 degrees 10 minutes 47 seconds West for 783.14 feet to a ½ inch rebar and the Point of Beginning. From the Point of Beginning continue South 89 degrees 10 minutes 47 seconds West for 141.99 feet to a ½ inch rebar; thence run North 20 degrees 43 minutes 40 seconds West for 169.99 feet to a ½ inch rebar; thence run South 52 degrees 10 minutes 19 seconds East for 255.92 feet back to the Point of Beginning. Said parcel of land is part of the NE ¼ of the NW ¼ of Section 34, Township 4 North, Range 13 West, Forrest County, Mississippi, and contains 0.26 acres, more or less.

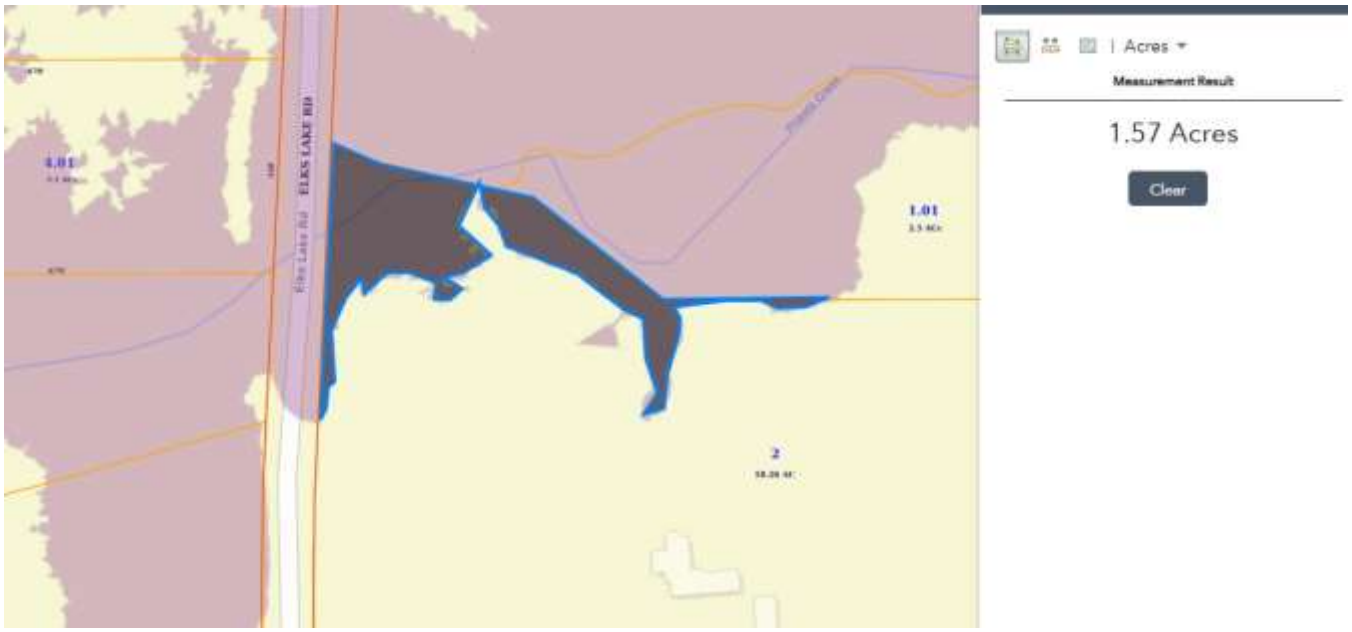
Location: The property lies along the east side of Elks Lake Road and south of Hwy 49. The property lies within the Hattiesburg city limits.

Dimensions/Area/Shape: The property is irregular in shape. The total area of the property equals +/-18.26 Acres. A detailed survey delineating the size was not provided, and the overall size of 18.26 Acres has been estimated from tax maps and the legal description on the deed.

Frontage/Access: The site has about 835' of frontage along Elks Lake Road along the western property boundary. Access is adequate in the before condition and after condition.

Topography: The site is at road grade along Elks Lake Road. The topography is fairly level throughout the property with some gentle rolling areas towards the rear of the site. A small portion of the site lies in a flood zone.

Flood Plain and Drainage Data: According to flood map 28035C0118E, dated November 19th, 2021, roughly 10% of the property is located in Flood Zone AE, which is designated flood zone.



Use Restrictions: The property is zoned A-1; Agricultural District by the City of Hattiesburg. This zoning class allows for agricultural and low density residential uses.

Site Improvements: A +/-3,904 sf single family residence, garage/ storage building, gravel drive, and fencing are on the property. The home is in good condition following its construction in 2018. The proposed right of way does not interfere with the home.

Off-Site Public Improvements: None.

Adjacent Land Uses: Residential to the south and west, timberland to the north and east.

Easements/Encumbrances: Typical utility easements along Elks Lake Road.

Utilities:

Utility Service	Supplier	Utility Service	Supplier
Electricity	Mississippi Power Company	**Sewer**	City
Gas	Spire Mississippi	**Water**	Central Utility Assn.
Garbage Collection	City of Hattiesburg	**Telephone**	Bellsouth

Comments:	*Include additional narrative, as needed.*

Tax Map



Zoning Map



4.5.1 A-1 Agricultural District	
Description and Purpose.	**Characteristic Development Type**
The purpose of the A-1 Agricultural District is to permit agricultural uses and low-density residential development. This district is consistent with the Rural Residential / Agricultural District in the Comprehensive Plan. The district is intended to encourage and protect rural uses from urbanization until such is warranted and the appropriate change in district classification is made.	
District Uses and Use Standards	See Section 5
District Dimensional Standards	See Section 6
District Development Standards	See Section 7
District Sign Standards	See Section 10

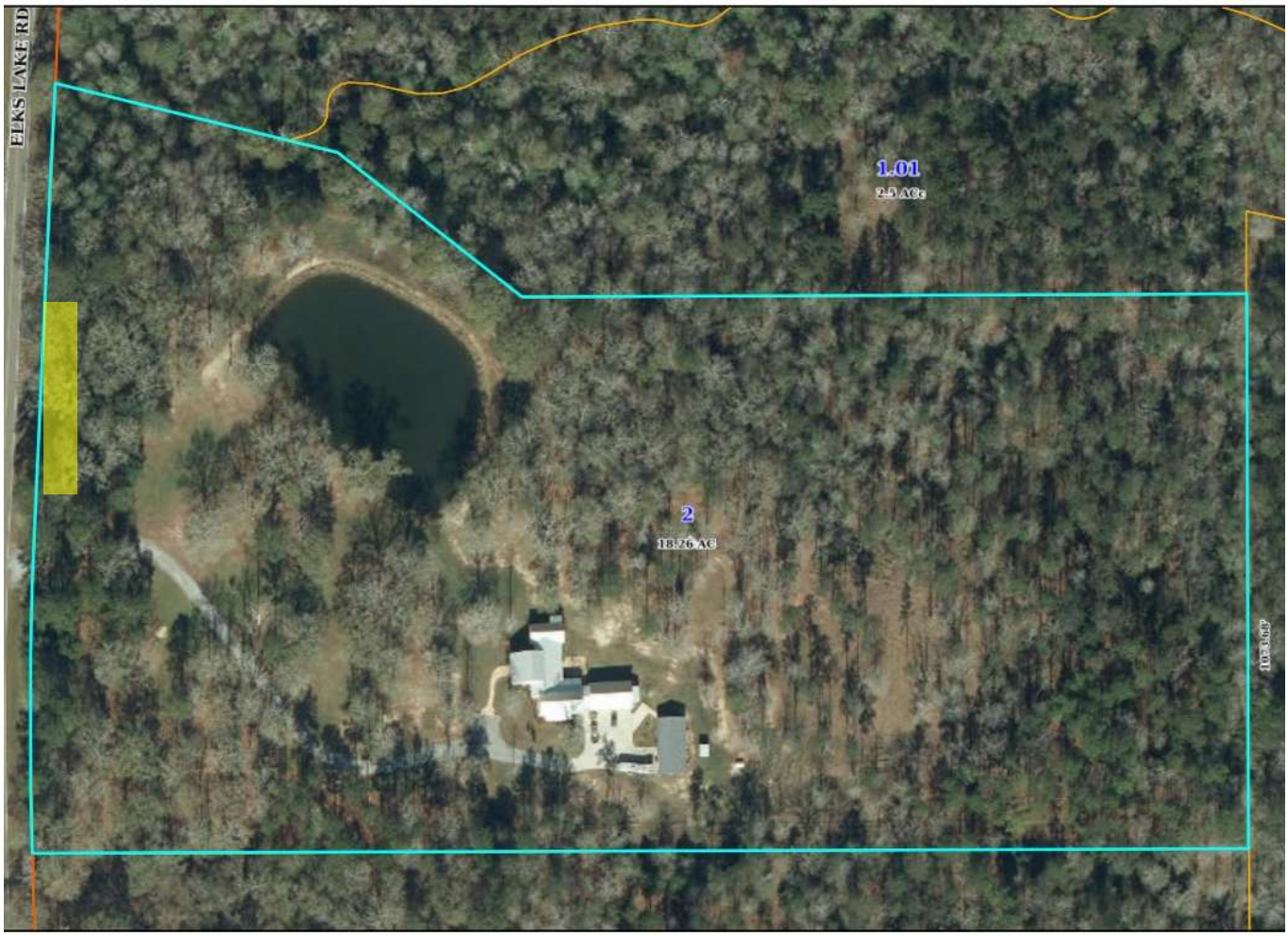
Site Description — Area of Acquisition

Location: The proposed acquisition area for the James property is a partial take of property along the east side of Elks Lake Road.

Dimensions/Area/Shape: The acquisition area is rectangular in shape. It has rough dimensions of approximately +/- 193.93’ x 10’ x 173.15’ x 10.19’ (0.04 Acres), located on the western property boundary. The shape is a polygon that contains 0.04 Acres.

Site Improvements: The acquisition area is lightly wooded with some random growth trees and some established bamboo. The trees and bamboo in the acquisition area provide some light buffer from the roadway. The property owner has been compensated for some re-establishment of the buffer.

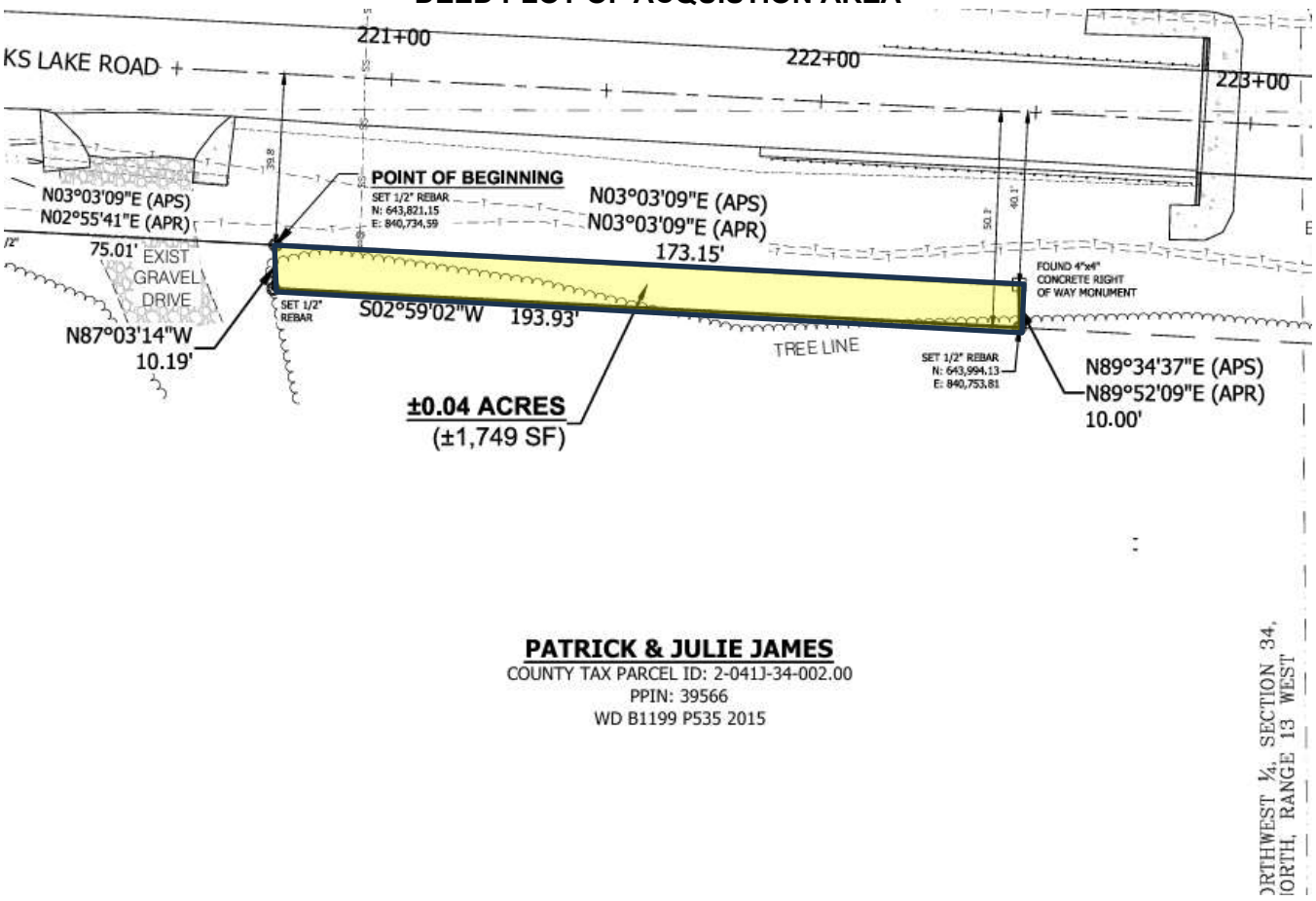
Rights to be Acquired for Each Parcel: Fee simple rights for the ROW acquisition.



The 0.04 Acre acquisition highlighted in yellow.

Items located in the proposed right of way: Random wild growth trees

DEED PLOT OF ACQUISTION AREA



Comments:	*Include additional narrative, as needed.*
The various wild growth trees in the acquisition area provide some light cover and buffering from the Elks Lake road traffic. Due to the trees providing some benefit to the residential home, a replacement of 5 landscaped trees has been included in the compensation. The property owner could replant the landscaped trees along the new right of way to reestablish a landscape buffer. On March 24th, 2026, the appraiser spoke with a local landscaper in regards to tree planting. He stated that the cost to replant a landscaped tree ranged from $500-800 per tree, with the unit cost reduced if multiple trees were planted. In order to compensate the landowner for the loss of buffering, 5 trees at $650/tree was included in the compensation.	

Site Description — After

Dimensions/Area/Shape: The proposed acquisition is partial take of the subject property. In the after condition, the subject property can continue as a residential homesite with no interruption. The property will be reduced by 0.04 acres but will retain its utility and access. The residential home and various site improvements are unaffected by the acquisition.

Frontage/Access: Continued access along Elks Lake Road in the after condition

Topography: Similar

Flood Plain and Drainage Data: Same as in the before condition.

Use Restrictions: Similar

Site Improvements: Same as in the before condition.

Off-Site Public Improvements: None

Easements/Encumbrances: Same as in the before

Utilities: Same as in the before condition.

Comments:	
The proposed acquisition of the property is a partial take with the site being functional as a residential lot in the after condition	

Items of Real Property Appraised

18.26 acres of land

Items of Personal Property Not Appraised

Single family residence, garage/storage shed, fencing

Whole Tract and Larger Parcel Declaration

Whole Tract Declaration

On those properties where the total ownership and the Larger Parcel are not one-in-the-same, it is possible for a property to contain several Larger Parcels (Highest & Best Use areas). The acquisition may affect more than one Larger Parcel (H&BU area), it is essential that there be a clear declaration by the appraiser as to what part and/or parts of the total ownership are being appraised. This section of the appraisal report declares exactly what was valued in the appraisal process and includes:

- The size of the contiguous total ownership provided to the appraiser by the MDOT
- Declaration of the Larger Parcels (H&BU areas) within the total ownership that are unaffected
- Identification and delineation of the affected Larger Parcels (H&BU areas) described by the following methods as appropriate:
    a. Clearly visible physical features- road, creek, ditch, fence, tree line, etc.
    b. Subdivision boundary, Zoning line, corporate limits, county line, section line, etc.
    c. Dimensioned area as determined by the appraiser

Total "Whole Tract" Declaration and Summary	(Ac./S.F.)
According to the provided deed, the tract is rectangular in shape and contains 18.26 acres contained in one tax parcel. The entire property is owned by Patrick & Julie James. This was considered the whole tract.	

Declaration of the Larger Parcel

There are three conditions or tests that are considered in determining the larger parcel, unity of ownership, unity of use, and contiguity. In certain instances, the larger parcel may not include all the lands that are contiguous and under identical ownership. In determining the larger parcel to be appraised, reliance on unity of ownership and unit of use will be given substantial weight. In determining the larger parcel, the following is noted:

Larger Parcel(s) Summary	*(Dimensions, Size, and Use)*
The entire 18.26 acres was considered the larger parcel and valued in this report.	

Highest and Best Use Analysis

Highest and best use is defined in *The Dictionary of Real Estate Appraisal, Seventh Edition, 2022, page 88,* compiled by the Appraisal Institute as:

> *"The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."*

The highest and best use of land as if vacant and the highest and best use as improved, if applicable, must meet the four criteria above, and the criteria are often considered sequentially. The tests of physically possible and legally permissible uses of the site must be applied before the remaining tests of financial feasibility and maximum productivity.

In determining the highest and best use of the subject in the before and after, the appraiser has considered the following factors:

1. The physical characteristics of the land and improvements, including but not limited to the land's size, shape, public road frontage, topography, soil and sub-soil conditions, physical access, available utilities, location, and surrounding land uses.
2. The legal restrictions that may limit development of the property, including but not limited to zoning requirements, easements, deed restrictions, environmental regulations, lease encumbrances, subdivision covenants, and historic district controls.
3. The uses that meet the first two criteria are analyzed further to determine financially feasible uses.
4. Among the financially feasible uses, the maximally productive use is the highest and best use.

The highest and best use of the larger parcel(s) in the before and after is discussed below:

Highest and Best Use Analysis	
Physically possible: The subject site has physical access to a public paved road. The property is large enough for a wide variety of use. The only physical limitation to the site is the small flood zone area. **Legally permissible:** The site is located inside the city limits of Hattiesburg and is zoned A-1; Agricultural District by the City of Hattiesburg. This zoning class is *"The purpose of A-1 Agricultural District is to permit agricultural uses and low-density residential development. This district is consistent with the Rural Residential / Agricultural District in the Comprehensive Plan. The district is intended to encourage and protect rural uses from urbanization until such is warranted and the appropriate change in district classification is made."* **Financially feasible:** The subject is located on Elks Lake Road. This area of Forrest County has consistent demand for large residential homesites utilizing the convenient location to Hattiesburg amenities, yet having a rural feel. Some sort of large homesite is feasible for the site. **Maximally Productive:** Numerous uses for a particular property may fall under the guidelines of being financially feasible; however, within this range of uses certain specific uses tend to be more productive than others. The specific use which yields the highest net return to land value is considered to be the maximally productive use. Due to the location and zoning, the maximally productive use of the site was concluded to be a rural residential homesite. **Conclusion of Highest and Best Use:** After considering the physical size, location, zoning and access, the highest and best use of the property would be as a large residential homesite.	

Ownership History and Tax Information

Ownership History

In developing a real property appraisal an appraiser must:

1. Analyze any current agreement of sale, option, or listing of the subject property, if such information is available to the appraiser in the normal course of business.
2. Analyze any prior sales of the subject property that occurred within the following minimum time period of five years.
3. Discuss below (as applicable) the quality and quantity of data available and analyze within the approaches used and the applicability or suitability of the data.
4. When there is a sale of the subject property to the current owner for an undisclosed price, the appraiser must state that he or she attempted to obtain the purchase price and other terms of the transaction without success. (If transaction price could not be verified please explain below.)

Ownership History					
Property Transactions during the last five years to Date:					
Date	**Grantor**	**Grantee**	**Consideration**	**Book/Page**	**Ver.**
04/01/2015	Richard Jones	Patrick & Julie James	Unknown	1199/334	WD
Richard Jones conveyed the property to Patrick & Julie James in April of 2015. There have been no other conveyances in the past 5 years.					

Tax Information			
Tax Parcel I.D. Number	2-04IJ-34-002.00	**True Value – Land**	$11,090
Millage Rate		**True Value – Improvements**	$503,700
Property Assessment Rate		**Total - True Value**	$514,790
Special Assessments		**Assessed Value**	$51,621

Approaches to Value

All standard techniques used by appraiser in estimating of market value can be grouped into the following three main approaches to value: 1) Sales Comparison Approach, 2) Cost Approach, and 3) Income Capitalization Approach. One or more of these approaches are used in all appraisal assignments. Use of these approaches will depend on the type of property being appraised and quantity and quality of data available for analysis.

Sale Comparison Approach: The process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant when an adequate supply of comparable sales is available. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed. (Chicago: Appraisal Institute, 2022)

Cost Approach: A set of procedures through which a value indication is derived for the fee simple estate by estimating the cost new as of the effective date of the appraisal to construct a reproduction of (or replacement for) the existing structure, including an entrepreneurial incentive; deducting depreciation from the total cost; and adding the estimated land value. The contributory value of any site improvements that have not already been considered in the total cost can be added on a depreciated-cost basis. Adjustments may then be made to the indicated value of the fee simple estate in the subject property to reflect the value of the property rights being appraised. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed. (Chicago: Appraisal Institute, 2022)

Income Capitalization Approach: Specific appraisal techniques applied to develop a value indication for a property based on its earning capacity and calculated by the capitalization of property income. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed. (Chicago: Appraisal Institute, 2022)

Approaches to Value Utilized in this Appraisal Assignment Are:

☐ **Cost Approach** ☐ **Income Capitalization Approach** ☒ **Sales Comparison Approach**

Reason(s) for excluding any approaches to value
All three approaches to value were considered in the valuation of the subject property. The Sales Comparison Approach was the only approach considered to be applicable in the determination of the land value, and there is a sufficient amount of market data available to estimate the land value of the subject property by using only the sales comparison approach. As “land only” is being valued, the Cost Approach isn’t applicable. Also, there is no income data for similar properties. The Income Approach would not produce a credible assignment result. Due to the property being appraised as vacant land, the cost approach and income capitalization approach were not utilized.

Sales Comparison Approach – (Land) – Before Value

○ Complete Take
◉ Partial Take

Sq. Ft.

Item	Subject	Comp Sale #	1	Comp Sale #	2	Comp Sale #	3
Proximity to Subject		Classic Drive and J. Ed Turner		Bowling Circle		PD Freeman	
Sales Price			$131,463		$80,000		$115,000
Price per acre			$16,091.00		$4,908.00		$8,500.00
	Description	**Description**	**+/- Adj.**	**Description**	**+/- Adj.**	**Description**	**+/- Adj.**
Property Rights Conveyed	**Fee, Ease,**	**Fee**		**Fee**		**Fee**	
Adjusted Price			$16,091.00		$4,908.00		$8,500.00
Financing	**Typical**	**Cash**		**Cash**		**Cash**	
Adjusted Price			$16,091.00		$4,908.00		$8,500.00
Condition of Sale	**Arms-Length**	**Arms-Length**		**Arms-Length**		**Arms-Length**	
Adjusted Price			$16,091.00		$4,908.00		$8,500.00
Market Conditions	**Date of Sale**	**12/24/25**	0.00%	**10/14/21**	20.00%	**10/17/23**	12%
Adjusted Price			$16,091.00		$5,889.60		$9,520.00
Location		Hattiesburg	0%	Hattiesburg	0%	Hattiesburg	20%
Size **(Sq. Ft.)**	18.260	8.170	-15%	16.300	0%	13.530	0%
Topography	Some flood	Some low	0%	Level	0%	Level - Sloping	0%
Utilities	E-W-S	E, W, S, G	0%	E, G, W, S	0%	E, W ,G	0%
Coverage	Wooded	Wooded	0%	Wooded	0%	Wooded	0%
Access	Paved	Paved	0%	Paved	0%	paved	0%
Other				Irregular shape	25%		
Net Adjustment		**(+/-)**	($2,414.00)		$1,472.00		$1,904.00
		Net %	-10.00%	Net %	25.00%	Net %	-15.00%
		Gross %	10.00%	Gross %	25.00%	Gross %	15.00%
Adjusted price per lot			$13,677.00		$7,362.00		$11,424.00

Adopted Unit Value **$13,000.00**

Size	Unit of Measure	Rate		
18.260	per acre	$13,000.00		**$237,380**
			Landscaping	**$3,250**
			Total Before Value (Land Only):	**$240,630**
			r/o	**$240,630**

Sales Comparison Approach – (Land) – After Value

○ Complete Take

◉ Partial Take

Sq. Ft.

Item	Subject	Comp Sale #	L-1a	Comp Sale #	L-3	Comp Sale #	L-14
Proximity to Subject							
Sales Price							
Price Per Unit (Sq. Ft.)			#DIV/0!		#DIV/0!		#DIV/0!
	Description	Description	+/- Adj.	Description	+/- Adj.	Description	+/- Adj.
Property Rights Conveyed	Fee, Ease						
Adjusted Price							#DIV/0!
Financing	Typical						
Adjusted Price							#DIV/0!
Condition of Sale	Arms-Leng						
Adjusted Price							#DIV/0!
Market Conditions	Date of Sa						
Adjusted Price			#DIV/0!		#DIV/0!		#DIV/0!
Location							
Size acres	18.220						
Topography							
Utilities							
Other							
Access							
Net Adjustment		(+/-)	$1.02	(+/-)	$0.57	(+/-)	($2.13)
		Net %	30.00%	Net %	20.00%	Net %	-30.00%
		Gross %	30.00%	Gross %	20.00%	Gross %	-30.00%
Adjusted Sales Price			$4.41		$3.43		$4.97

SAME ADJUSTMENTS AS PREVIOUS

			Adopted Unit Value:	**$13,000.00**
Size	**Unit of Measure**	**Rate**		
18.220	Per Acre	$13,000.00		**$236,860**
			Total After Value (Land Only):	
			r/o	**$236,860**
			Difference in Before and After:	**$3,770**

Explanation of Adjustment-(Land)

(Before and After)

Before Value – Land Adjustments

Property Rights Conveyed: Fee Simple

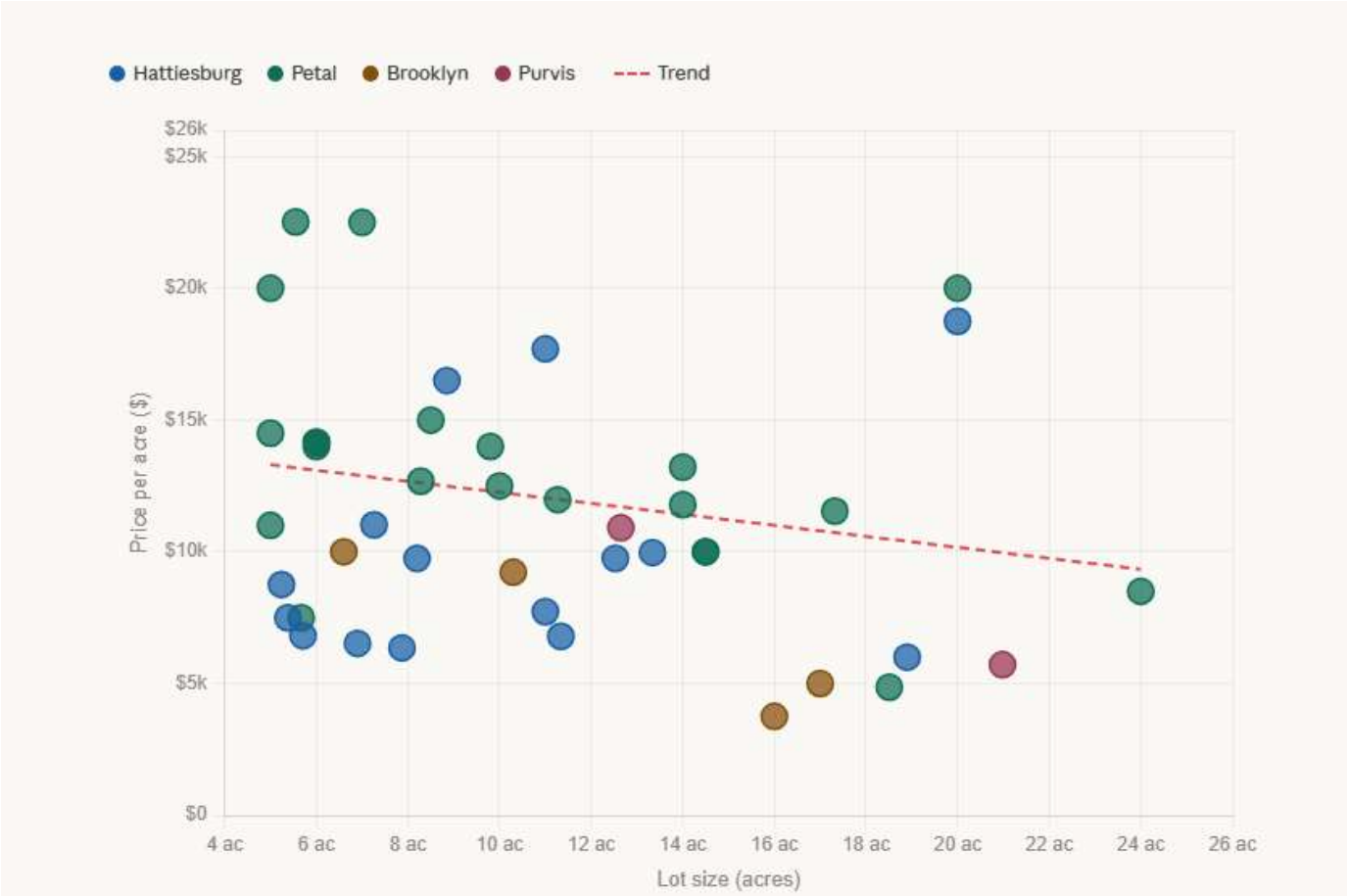
Financing: None Required

Conditions of Sale: None Required; All sales were purchased on cash equivalent terms and were confirmed as being Arm's Length transactions.

Market Conditions: The sales occurred from 2021-2025. The residential market in the area saw a strong uptick in values from 2021/2022, and has generally continued to grow in recent years. However, with the uptick in interest rates, the market has cooled slightly. In addition to the 3 comparable land sales, 43 closed transactions in the area were analyzed. All of these sales are residential properties in the Forrest County area. Platting this data shows a minor increase in values since 2022. Considering a strong increase post 2021, with a more modest recent increase, an annual increase of 4% per year has been applied to the sales.

Location: The subject is located in an established residential district along Elks Lake Road. This location has moderate demand, and was considered similar to sales 1 and 2. Sale 3 is located east of Highway 49 in a lower demand area, considered inferior.

Size: The subject property is 18.26 acres, with the sales ranging from 8.17 to 16.30 acres. The 43 researched sales show a value decline as land size increases. This is shown in the chart below.



An analysis of 43 closed land transactions within the subject market area indicates that price per acre values exhibit a general decline as tract size increases, consistent with typical behavior of land markets. The scatter chart has wide variances, questioning the strength of the data. Nevertheless, the directional relationship between size and unit value is consistent across both the regression analysis and the bracket groupings, and a size adjustment is considered appropriate and market-supported when comparing land sales of meaningfully different tract sizes. In comparing the subject to the sales, the only sale with a significant size difference was sale 1, and a -15% adjustment was applied for differences in size.

Topography: The subject is mostly level wooded land with only a small portion in a flood zone. This was along the creek and far away from the homesite. All of the sales are generally similar in topography.

Coverage: The subject property is lightly wooded with scattered timber coverage providing natural screening and aesthetic appeal, while maintaining sufficient open and semi-open areas suitable for residential homesite development. A review of the comparable sales utilized in this analysis indicates that all sales had similar woodland coverage consistent with the subject. As no meaningful differences in ground cover or timber density were identified between the subject and the comparable sales, no adjustments for vegetation or timber coverage were considered necessary or applied in this analysis.

Utilities: The subject property has access to power, public water and sewer. All of the sales are similar.

Access: All of the sales have similar access to paved pubic road with suitable frontage for development.

Other: The subject property and the majority of the comparable sales utilized in this analysis reflect generally regular to slightly irregular configurations, which are typical of rural residential land tracts in this market and do not

materially impact utility or marketability. Sale 2, however, exhibits a highly irregular shape that diminishes its functional utility and overall market appeal relative to the subject. Irregular configurations of this nature can limit the placement of improvements, reduce the usable area of the tract, and create access or setback challenges that a typically motivated buyer would consider a disadvantage. As a result, Sale 2 is considered inferior to the subject with respect to site shape, and a positive adjustment has been applied . While insufficient paired sales data exists within this market to extract a precise quantified adjustment, the adjustment is considered well-reasoned and consistent with the expectations of a typical buyer in this market area. It was concluded that a buyer would recognize the functional limitations imposed by a highly irregular configuration. Due to sale 2's irregular shape, a strong positive adjustment was applied to this sale.

Before Value - Reconciliation of Land Sales

The subject property is a wooded residential lot in the Forrest county area, and was compared to 3 other residential lot sales. After adjustments, the sales have adjusted per lot values from $7,362-$13,677 per acre. The two most recent sales have unit values ranging from $$11,424-$13,677 per acre.

As mentioned previously, the appraiser also analyzed a much larger data set of active and closed transactions in the Forrest county area. This data set comprised of 27 active listings and 43 closed transactions. The results of this larger data set is summarized below.

Closed Sales
A total of 43 closed land transactions were analyzed across four areas in the subject market area. Properties ranged from 5 to 24 acres. The overall market reflected a median sold price of **$10,455** per acre, with an average of **$11,156** per acre. Days on market varied considerably — the median was 45 days, while the average was 112 days.

Hattiesburg
Hattiesburg produced 15 closed transactions, making it the second most active city. The average price per acre was $9,993, with a range from $6,000 to $18,750 per acre. Average days on market was 114 days, ranging from 4 to 450 days.

Petal
Petal was the most active market in the dataset, accounting for 23 of the 43 closed transactions — more than half of all sales. The average sold price per acre was $12,886.

Closed Sales Summary by City

City	Sales	Avg $/Acre	$/Acre Range	Avg DOM	DOM Range	Avg Price	Price Range
Petal	23	$12,886	$0 – $22,523	110 days	1 – 528 days	$122,050	$25,000 – $385,000
Hattiesburg	15	$9,993	$6,000 – $18,750	114 days	4 – 450 days	$92,948	$30,000 – $375,000
Brooklyn	4	$6,993	$3,750 – $10,000	127 days	13 – 316 days	$60,500	$48,000 – $84,000
Purvis	2	$8,311	$5,712 – $10,909	91 days	24 – 157 days	$110,000	$95,000 – $125,000

Active Listings

A survey of the current active land market identified 15 residential rural listings within the Forrest county area, after excluding commercially-oriented properties along Evelyn Gandy Parkway and US Highway 49 that were not considered representative of the residential land market. The active listings span four communities — Petal (8 listings), Hattiesburg (5 listings), Brooklyn (1 listing), and Wiggins (1 listing) — with tract sizes ranging from approximately 5 to 21 acres, consistent with the subject market's typical offering size. List prices per acre within the cleaned dataset range from $4,722 to $65,340, with an average of $22,413 per acre and a median of $14,832 per acre. The median asking price represents a modest premium over the closed sales median of $10,455 per acre, which is typical of an active listing inventory where seller expectations have not yet been fully tested by the market.

Overall, the active listing data is considered generally supportive of the value range indicated by the closed sales, with the median asking price bracketing the upper end of the closed sales range and confirming that the subject market remains active with reasonable buyer and seller participation.

Per acre value conclusion

The three adjusted sales were considered the most comparable land sales in the market, all similar in overall utility, use, and highest and best use. After adjustments, the sales ranged from $7,362-$13,677 per acre. The two most recent sales were given most preference, with a value range from $11,424-$13,677 per acre. This range fits inline with the broader set of sales that average $11,156/acre across 43 sales. The active listings have a median of $14,832/acre, slightly higher than the indicated range from the sales.

Overall, putting most emphasis on the adjusted sales, but some emphasis on the other value indicators, a unit value of $13,000/acre was concluded for the subject site. The affected landscaping was included in the before value for compensation purposes.

Value conclusions:

18.26 acres at $13,000/acre	$237,380
Landscaping	$3,250
Total before value	**$240,630**

Explanation of Adjustment-(Land)

(Before and After)

After Value – Land Adjustments

Property Rights Conveyed: Same as in the before value grid.

Financing: Same as in the before value grid.

Conditions of Sale: Same as in the before value grid.

Market Conditions: Same as in the before value grid.

Location: Same as in the before value grid.

Size: Same as in the before value grid.

Topography: Same as in the before value grid.

Utilities: Same as in the before value grid.

Other: Same as in the before value grid.

Explanations of damages (if any): There are no damages to the remainder.

After Value - Reconciliation of Value:

The proposed acquisition of the subject property is a partial take with the majority of property remaining in the after condition. In the After Condition the same sales and adjustments are also being utilized. The remaining 18.22 acres has the same use, utility and functionality, and the same unit value of $13,000/acre was adopted.

After value (land only) 18.22 acres x $13,000/acre = **$236,860**

Final Reconciliation of Value

	Before	After	Difference
Sales Comparison Approach	**$240,630**	**$236,860**	**$3,770**
Cost Approach	**N/A**	**N/A**	**N/A**
Income Approach	**N/A**	**N/A**	**N/A**

Reconciliation
The proposed acquisition of the subject property is a partial take with a remainder of +/-18.22acres. The property was valued as a residential homesite at $13,000/acre. For this appraisal, I was able to find several local residential sales, which strengthened the overall value conclusion. Following the right of way acquisition, the remaining 18.22 acres has not lost any utility or functionality. Due to this, the land was valued in the after condition at the same unit value. In order to compensate the landowner for the loss of landscaping along the roadway, local companies were consulted to provide a reasonable replacement cost. These items were included in the just compensation opinion. The Sales Comparison approach was the only applicable approach used to value the subject property. It utilized recent sales in close proximity, which created supportable opinions and values. The difference in the before and after values indicated a just compensation of $3,770.

The difference between the Fair Market Value of the whole tract and the remainder is **$3,770** as of March 23rd, 2026, and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Recommended Distribution of Final Value Estimate

For Accounting And Acquisition Purposes Only
(To Be Completed After Appraisal Made)

Sq. Ft.

Fee/Leased Fee Interest

Parcel	Acq. Area	HBU	Land	Improvements		Damages		Total
				Item	Value	Item	Value	
PPIN# 39566	0.040 acres	Residential	$520	Landscaping	$3,250	Access		$3,770
								$0
								$0
								$0
								$0
Totals	0.040 Sq. Ft.		$520		$3,250		$0	$3,770

Easements (Permanent / Temporary)

Parcel	Acq. Area	HBU	Land	Improvements		Damages		Total
				Item	Value	Item	Value	
								$0
								$0
								$0
								$0
								$0
Totals	0.000		$0		$0		$0	$0

Quit-Claim Interest / Leasehold

Parcel	Acq. Area	HBU	Land	Improvements		Damages		Total
				Item	Value	Item	Value	
							$0	$0
								$0
								$0
								$0
								$0
Totals	0.000		$0		$0		$0	$0

Total of all Interests	$3,770

Addenda

Terms and Definitions

Agency - the Federal Agency, State, State Agency, or person that acquires real property or displaces a person.

Appraisal – 2020-2023 USPAP defines an appraisal as the act or process of developing an opinion of value; an opinion of value.

Uneconomic Remnant - a parcel of real property in which the owner is left with an interest after the partial acquisition of the owner's property, and which the Agency has determined has little or no value or utility to the owner.

Total Ownership - the total amount of contiguous property, under the ownership of a single legal entity, as indicated by the map provided to the appraiser by the MDOT for an appraisal assignment.

Whole Tract - that amount of property, within the "Total Ownership", as determined by the appraiser, to be affected by the acquisition. The *whole tract* is defined by the appraiser and may be determined to be the same as the total ownership, or some defined area that is less than the "Total Ownership".

Larger Parcel -[1] that tract, or tracts, of land which possesses a unity of ownership and have the same, or an integrated, highest and best use. Elements of consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use. Mississippi Case Law recognizes this concept but refers to it by use of the phrases "Highest and Best Use areas" or "Highest and Best Uses" [2] Designation of the Larger Parcel, for appraisals performed in connection with the disposal of excess property, may require the adoption of a hypothetical condition regarding "unity of ownership".

Excess Property - "(2)...whenever real property, with the exception of easements for highway purposes, has been acquired by the Mississippi Transportation Commission, in any manner, for public use and in the opinion of the commission all or any part thereof becomes unnecessary for public use, the same shall be declared on the minutes of the commission as excess property and sold at private sale at market value."[3]

Disposal - as used in the appraisal of excess property, "means the sale of real property rights therein, including access or air rights, when no longer needed for highway right-of-way or other uses eligible for funding under title 23 of the [U.S.] Code"[4]

Fair Market Value - Fair Market Value is value in exchange. It is "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress".[5]

Effective Date - The date to which an appraiser's analyses, opinions, and conclusions apply; also referred to as *date of value*. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed., s.v. "effective date." (Chicago: Appraisal Institute, 2022)

Date of Report - The date on which the report is transmitted to the client. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed., s.v. "date of report." (Chicago: Appraisal Institute, 2022)

Highest and Best Use - The best or most valuable use to which the property, […..], is adapted. Mere speculative uses cannot be considered. There must be some probability that the land would be used within a reasonable time

[1] The Uniform Appraisal Standards for Federal Land Acquisitions, Interagency Land Acquisition Conference, Published by the Appraisal Institute with the cooperation of the U.S. Department of Justice, Washington, D.C. 2016,
[2] Oughton v. Gaddis, 683 So.2d 390 (Miss. 1996)
[3] Mississippi Code of 1972, Annotated, § 65-1-123
[4] United States Code, 23 CFR 710.105
[5] *Potters II v. State Highway Comm'n of Mississipp*i, 608 So. 2d 1227, 1231 (Miss. 1992).

for the particular use to which it is adapted. There must be a present demand for the land for such purpose or a reasonable expectation of such demand in the near future.[6]

Before and After Rule [Mississippi] - When part of a larger tract of land is taken for public use, the owner should be awarded the difference between the fair market value of the whole tract immediately before the taking, and the fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.[7] Any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property.[8]

Before Value - The fair market value of the whole tract immediately before the taking.[9]

After Value - The fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.

Due Compensation[10]- Just Compensation[11] - the value of the land taken and the damages, if any, which result… as a consequence of the taking, without considering either general benefits or injuries resulting from the use to which the land taken is to be put, shared by the general public.[12]

Damages to Remainder - *[In the context of valuation under the Before and After Rule, it is*] the depreciation in the fair market value of the remaining area, …that is special, and not such as is common to all the property in the neighborhood.[13] In determining damages, if any, to the remainder if less than the whole of a defendant's interest in property is taken, nothing shall be deducted there from on account of the supposed benefits incident to the public use for which the petitioner seeks to acquire the property.[14]

Cost-to-Cure Damages - [the cost or costs associated with] the necessity of rebuilding fences and wells, the necessity of relocating roads, and other similar items. [Such] items are all part of the depreciated value of the property since the landowner is required to do this construction in order to use the property in the manner in which it has been used or for which it is best adapted.[15]

Extraordinary Assumption - An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which if found to be false, could alter the appraiser's opinions or conclusions. Comment: Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends, or the integrity of data used in an analysis. 2020-2023 USPAP

Hypothetical Condition - A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for purpose of analysis. Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristic of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. 2020-2023 USPAP

[6] MSHC v. Brooks, 123 So.2d 423, 427 (1960); MSHC v. Wagley, 231 So.2d 507 (1970);
[7] Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)
[8] Mississippi Code of 1972, Annotated, Section 43-37-3
[9] Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)
[10] Constitution of Mississippi, Article 3, § 17
[11] Mississippi Code of 1972, Annotated, Section 43-37-3
[12] MSHC v. Hillman, 198 So. 565;
[13] MSHC v. Colonial Inn, Inc. 149 So.2d 851;
[14] Mississippi Code of 1972, Annotated, Section 11-27-21;
[15] Emerson v. MSHC, 208 So.2d 441

Intended User - The client and any other party as identified, by name or type, as users of the appraisal or appraisal review report by the appraiser, based on communication with the client at the time of the assignment. 2020-2023 USPAP

Intended Use - The use of an appraiser's reported appraisal or appraisal review assignment results, as identified by the appraiser based on communication with the client at the time of the assignment. 2020-2023 USPAP

Jurisdictional Exception - An assignment condition established by applicable law or regulation, which precludes an appraiser from complying with a part of USPAP. 2020-2023 USPAP

Supplemental Standards - requirements issued by government agencies, government sponsored enterprises, or other entities that establish public policy which add to the purpose, intent and content of the requirements of USPAP, that have a material effect on the development and reporting of assignment results.

Plottage - the increment of value that often occurs when two or more sites are combined to produce greater utility, resulting in higher productivity or income than could be obtained from the individual smaller sites. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed., s.v. "plottage." (Chicago: Appraisal Institute, 2022)

Assemblage - The combining of two or more parcels, usually but not necessarily contiguous, into one ownership or use; the process that may create plottage value. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed., s.v. "assemblage." (Chicago: Appraisal Institute, 2022)

Assemblage Cost - The excess cost incurred to acquire individual adjacent parcels of real estate in a single ownership beyond the estimated cost of acquiring similar sites that do not form a specifically desired assemblage.

Scope of Work - "the Scope of Work is a written set of expectations that form an agreement or understanding between the appraiser and the agency as to the specific requirements of the appraisal, resulting in a report to be delivered to the agency by the appraiser. It includes identification of the intended use and intended user; definition of fair market value; statement of assumptions and limiting conditions; and certifications…. Either the appraiser or the agency may recommend modifications to the initial Scope of Work, but both parties must approve changes."[16]

[16] Federal Highway Administration, Guide For Preparing An Appraisal Scope of Work, October, 2005

SUBJECT PHOTOS



View of the proposed acquisition area looking north along Elks Lake Rd. Flagging circled



View of the home and fencing on the subject property.

SUBJECT PHOTOS



View of the gravel driveway on the subject property.



View of the trees in the Right-of-Way.

SUBJECT PHOTOS

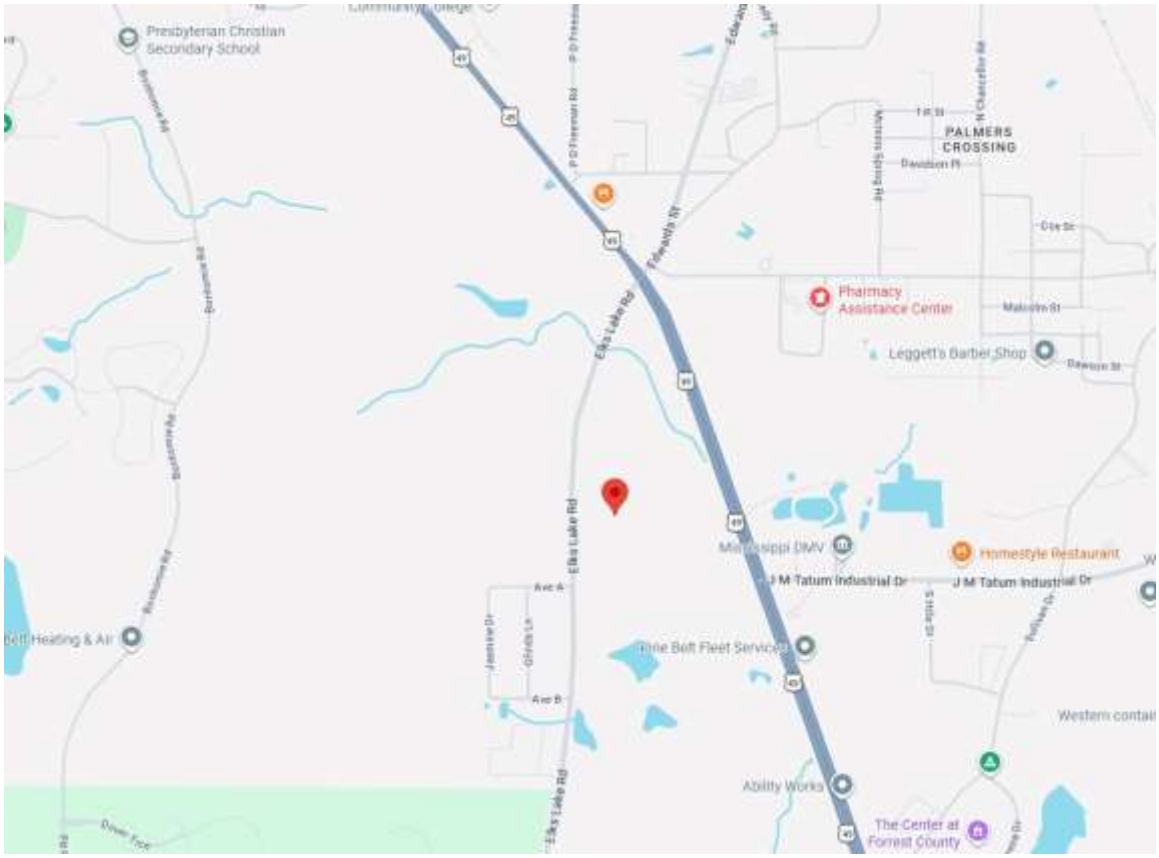


View of the project area around the bridge.



View of the proposed Right-of-Way area.

LOCATION MAP



AERIAL MAP



Sketch of Property[17]

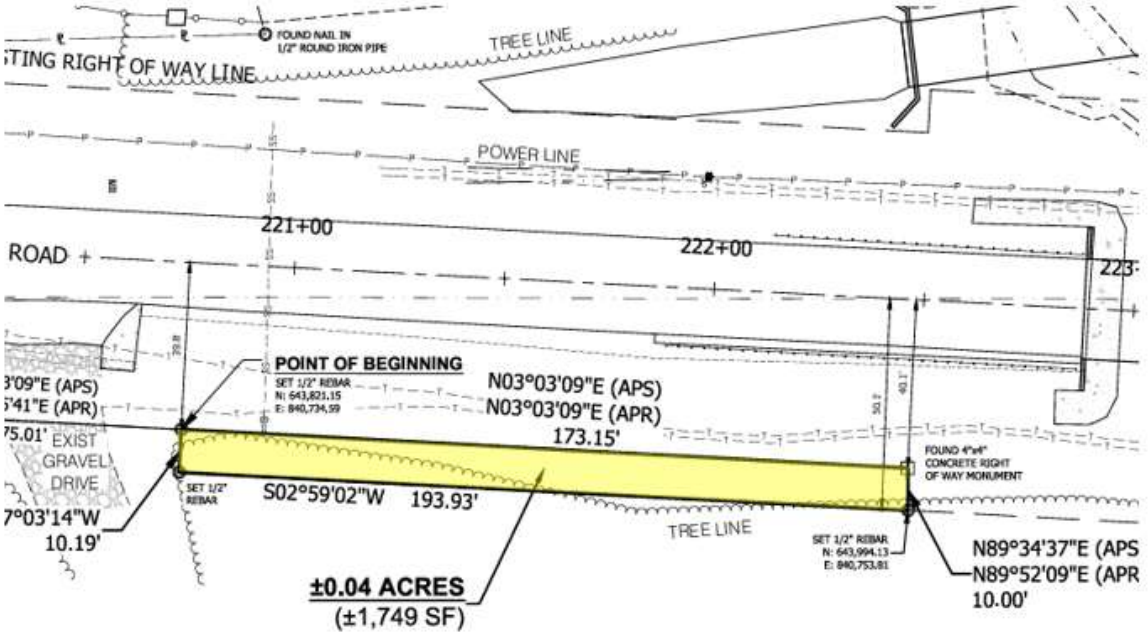
AREAS

Area of Whole Tract - Before: 18.26 Acres or 795,406 sf

Area of Remaining Tract - After: 18.22 Acres or 793,657 sf

Area to be Acquired: 0.04 Acres or 1,749 sf

Directions North



PATRICK & JULIE JAMES
COUNTY TAX PARCEL ID: 2-041J-34-002.00
PPIN: 39566
WD B1199 P535 2015

[17] **Sketch Must Show**: *(**Note:** It is not required that the sketch be drawn to scale)*
1. All boundary dimensions.
2. Location of all significant improvements.
3. Location of other significant features (creeks, woods, power lines, access limits, drives, fences, railroads, roads, etc.)
4. Relation of improvements to areas taken.
5. Area to be acquired.
6. Area of remainder(s).
7. Different uses (if appropriate).

Title Work

JACKSON, TULLOS, ROGERS & MORGAN, PLLC
ATTORNEYS AT LAW
309 SOUTH 40TH AVENUE
HATTIESBURG, MISSISSIPPI 39402

ROBERT T. JACKSON, SR.
ROBERT T. JACKSON, JR.
JOSEPH R. TULLOS
G. NEIL ROGERS
M. WILLIAM MORGAN
JOHN MADISON GUICE, JR.
JOHN B. HOWELL, III

MAILING ADDRESS:
P. O. BOX 15517
HATTIESBURG, MS 39404-5517

February 25, 2026

TELEPHONE: (601) 264-3309
FACSIMILE: (601) 264-6044

Ms. Marybeth Bergin
Director of Engineering
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39402

Re: Title examination and opinion relating to the property owned by Patrick James and Julie James located in Forrest County, Mississippi.

Dear Ms. Bergin:

Pursuant to your request that we examine title to the property hereinabove generally identified and hereinafter more particularly described and furnish you with our opinion relative to the status thereof, please be advised that we have made a careful and diligent search of the public records, properly indexed, of Forrest County, Mississippi, for a period of more than thirty-one (31) years prior to the date and time hereafter set forth as the same pertain to and affect the real property lying, being situated in Forrest County, Mississippi, 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.

From said examination, assuming that all instruments affecting title to said real property have been properly indexed on the Sectional Index of said County, we find the record title to the surface of the real property to be vested in **PATRICK JAMES AND JULIE JAMES,** subject to the following exceptions:

1. The subject property is encumbered by the following Deed of Trust:

DATE:	08/07/20
GRANTOR:	Patrick James and Julie Ard James
BENEFICIARY:	BankFirst Financial Services
AMOUNT:	$740,000.00
BOOK/PAGE:	2302/151

2. County and state ad valorem taxes for the years 2022 and 2023 have been paid. The 2024 and 2025 were Exempt. There is also a current liability for 2026 taxes which constitutes a lien on the subject property which will be due on January 1, 2027, and which will not be in default until on or after February 1, 2027.

   PPIN: 39566
   Amount: $_____

3. Subject to a possible Mississippi State Tax Lien filed against Julie James.

4. Subject to any and all covenants and restrictions of record including but not limited to those certain Covenants recorded in Book 699 Page 233.

5. Subject to any and all easements and right of ways of record and of use affecting the property.

6. Subject to that certain First Right of Refusal recorded in Book 488 Page 92 and Book 536 Page 40.

7. Subject to any and all prior and outstanding leases, exceptions, reservations 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.

8. 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 certificate does not express an opinion as to any environmental condition which may be in violation of such laws and is subject to any such condition which may affect the title to said property or lien placed against said property by any lender, individual Corporation or otherwise.

9. Rights or claims of parties in possession not shown by public records.

10. Subject to any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

11. Subject to riparian and other rights created if subject property is bordered by or fronts water.

12. Subject to any and all entities in the chain of title having been validly formed and being in good standing under the laws in the state in which they were formed.

This opinion does not in any manner constitute a guarantee of title to the hereinabove described lands, but is merely the opinion of this office with respect to the title to the property as reflected by the records and instruments which are properly noted in the Sectional Index, and does not extend to problems of adverse possession, errors in survey, or facts which are not shown of record in the Forrest County Courthouse.

This opinion and certificate does not cover the status of the zoning of the subject property under the zoning ordinances of Forrest County, Mississippi, and is subject to any other land use restrictions of applicable governmental units. This opinion does not extend to or determine whether the subject real property lies within a flood hazard zone.

This opinion does not cover any state of facts which would be revealed by an accurate survey or by a physical inspection of the subject real property, including, but not limited to, encroachments, variation in area or in measurements, boundary line disputes, roadways, and matter not of record, including lack of access.

This opinion is addressed to **City of Hattiesburg** and the liability of the undersigned attorney extends only to the said City of Hattiesburg. The title research that is contained within this title opinion certificate is intended for the exclusive use of the party to whom it is addressed. The liability of the undersigned firm extends only to the addressee hereof and said liability terminates if this title opinion is used as an update for any other opinion, title insurance commitment or policy.

This opinion does not cover any state of facts affecting the record title to the subject real property subsequent and after **February 18, 2026** at **8:00** o'clock a.m., which date shall be deemed to be, and is, the date and time of this opinion and certificate.

Please be advised that, subject to the above date and time of this opinion and subject to the above-recited exceptions, **PATRICK JAMES AND JULIE JAMES** is the record owner of a good and marketable title in and to the subject property.

Any unauthorized duplications or reproductions of this certificate shall render this certificate void and relieve the undersigned from any and all liability hereunder. Further, this certificate may not be relied upon by any person or firm other than the above named addressee for any purpose whatsoever without the prior written consent of the undersigned. Subsequent reliance contrary hereto shall render this certificate void and relieve the undersigned of any liability hereunder.

Sincerely yours,

JACKSON, TULLOS, ROGERS & MORGAN, PLLC

_____

Joseph R. Tullos

JRT/mb

EXHIBIT "A"

Commence at a 6 inch x 6 inch concrete fence post at the southeast corner of the NE ¼ of the SW ¼ of Section 34, Township 4 North, Range 13 West, Forrest County, Mississippi, and run North 00 degrees 06 minutes 25 seconds East for 1315.57 feet; thence run North 00 degrees 02 minutes 20 seconds East for 790.35 feet to a ½ inch rebar and the Point of Beginning. From the Point of Beginning, run South 89 degrees 36 minutes 12 seconds West for 1306.91 feet to a ½ inch rebar and the East Right-of-Way line of Elks Lake paved public road; thence run North 00 degrees 51 minutes 46 seconds West on and along said Right-of-Way line for 138.37 feet to a ½ inch rebar; thence run North 01 degree 02 minutes 43 seconds East on and along said Right-of-Way line for 106.32 feet to a ½ inch rebar; thence run North 02 degrees 55 minutes 41 seconds East on and along said Right-of-Way line for 248.16 feet to a ½ inch rebar; thence run South 89 degrees 52 minutes 09 seconds East on and along said Right-of-Way line for 10.00 feet to a ½ inch rebar; thence run North 03 degrees 05 minutes 59 seconds East on and along said Right-of-Way line for 290.50 feet to a ½ inch rebar; thence run South 76 degrees 26 minutes 27 seconds East for 291.95 feet to a ½ inch rebar, thence run South 20 degrees 43 minutes 40 seconds East for 169.99 feet to a ½ inch rebar; thence run North 89 degrees 10 minutes 47 seconds East for 925.13 feet to a 1-1/4 inch iron pipe; thence run South 00 degrees 02 minutes 20 seconds West for 559.31 feet back to the Point of Beginning. Said parcel of land is part of the NE ¼ of the NW ¼ and the SE ¼ of the NW ¼ all being in Section 34, Township 4 North, Range 13 West, Forrest County, Mississippi, and contains 18.00 acres, more or less; together with all improvements thereon and appurtenances thereunto belonging.

AND ALSO:

Commence at a 6 inch x 6 inch concrete fence post at the southeast corner of the NE ¼ of the SW ¼ of Section 34, Township 4 North, Range 13 West, Forrest County, Mississippi, and run North 00 degrees, 06 minutes 25 seconds East for 1,315.57 feet; thence run North 00 degrees 02 minutes 20 seconds East for 1,349.66 feet to a 1-1/4 inch iron pipe; thence run South 89 degrees 10 minutes 47 seconds West for 783.14 feet to a ½ inch rebar and the Point of Beginning. From the Point of Beginning continue South 89 degrees 10 minutes 47 seconds West for 141.99 feet to a ½ inch rebar; thence run North 20 degrees 43 minutes 40 seconds West for 169.99 feet to a ½ inch rebar; thence run South 52 degrees 10 minutes 19 seconds East for 255.92 feet back to the Point of Beginning. Said parcel of land is part of the NE ¼ of the NW ¼ of Section 34, Township 4 North, Range 13 West, Forrest County, Mississippi, and contains 0.26 acres, more or less.

Deed

Document Prepared by and Return to:
Greer Law Firm, PLLC
Charles E. Greer V (MSB#101080)
14 Orleans Drive, Ste. A
Hattiesburg, MS 39402
(601) 583-2133

INDEXING INSTRUCTIONS: Pt. of the NE 1/4 of the NW 1/4 and the SE 1/4 of the NW 1/4 all being in Section 34, 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 Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned

Richard T. Jones, Grantor(s)
27 Jones Rd.
Hattiesburg, MS 39401
Phone: 601-408-7742

does hereby sell, convey, and warrant unto

Patrick James and wife, Julie James, Grantee(s)
3312 West Adeline St.
Hattiesburg, MS 39402
Phone: 601-329-9118

but subject to the exceptions, reservations, restrictions, covenants and conditions, if any, hereafter stated, fee simple title as joint tenants with rights of survivorship and not as tenants in common in the following described property situated in Forrest County, State of Mississippi, more particularly and certainly described as follows:

Inst. 731986
Bk 1199 Pg 0334

P15F-238

See Exhibit A attached hereto.

It is agreed and understood that taxes for the current year have been prorated as of this date 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 his/her assigns any deficit on an actual proration. In the event that the proration based on the estimated tax is determined to be greater than the actual proration necessary, the Grantee agrees to refund to said Grantor the difference between the estimated proration and the actual proration.

THIS CONVEYANCE is subject to any and all restrictive covenants, easements, liens, dedications, rights-of-way, and oil, rights or mineral reservations or conveyances of record pertaining or affecting the usage of the herein described property.

WITNESS the respective hand and signature of the undersigned on the date herein acknowledged.

Richard T. Jones

STATE OF MISSISSIPPI
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this 1st day of April, 2015, within my jurisdiction, the within named Richard T. Jones who acknowledged that he/she executed and delivered the above and foregoing instrument.

GIVEN MY HAND AND OFFICIAL SEAL OF OFFICE, this 1st day of April, 2015.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 107071 JESSICA VAUGHN Commission Expires Oct. 23, 2017 FORREST COUNTY

P15F-238

Inst. 731986
Bk 1199 Pg 0335

EXHIBIT A

Commence at a 6 inch x 6 inch concrete fence post at the southeast corner of the NE ¼ of the SW ¼ of Section 34, Township 4 North, Range 13 West, Forrest County, Mississippi, and run North 00 degrees 06 minutes 25 seconds East for 1315.57 feet; thence run North 00 degrees 02 minutes 20 seconds East for 790.35 feet to a ½ inch rebar and the Point of Beginning. From the Point of Beginning, run South 89 degrees 36 minutes 12 seconds West for 1306.91 feet to a ½ inch rebar and the East Right-of-Way line of Elks Lake paved public road; thence run North 00 degrees 51 minutes 46 seconds West on and along said Right-of-Way line for 138.37 feet to a ½ inch rebar; thence run North 01 degree 02 minutes 43 seconds East on and along said Right-of-Way line for 106.32 feet to a ½ inch rebar; thence run North 02 degrees 55 minutes 41 seconds East on and along said Right-of-Way line for 248.16 feet to a ½ inch rebar; thence run South 89 degrees 52 minutes 09 seconds East on and along said Right-of-Way line for 10.00 feet to a ½ inch rebar; thence run North 03 degrees 05 minutes 59 seconds East on and along said Right-of-Way line for 290.50 feet to a ½ inch rebar; thence run South 76 degrees 26 minutes 27 seconds East for 291.95 feet to a ½ inch rebar, thence run South 20 degrees 43 minutes 40 seconds East for 169.99 feet to a ½ inch rebar; thence run North 89 degrees 10 minutes 47 seconds East for 925.13 feet to a 1-1/4 inch iron pipe; thence run South 00 degrees 02 minutes 20 seconds West for 559.31 feet back to the Point of Beginning. Said parcel of land is part of the NE ¼ of the NW ¼ and the SE ¼ of the NW ¼ all being in Section 34, Township 4 North, Range 13 West, Forrest County, Mississippi, and contains 18.00 acres, more or less; together with all improvements thereon and appurtenances thereunto belonging.

AND ALSO:

Commence at a 6 inch x 6 inch concrete fence post at the southeast corner of the NE ¼ of the SW ¼ of Section 34, Township 4 North, Range 13 West, Forrest County, Mississippi, and run North 00 degrees, 06 minutes 25 seconds East for 1,315.57 feet; thence run North 00 degrees 02 minutes 20 seconds East for 1,349.66 feet to a 1-1/4 inch iron pipe; thence run South 89 degrees 10 minutes 47 seconds West for 783.14 feet to a ½ inch rebar and the Point of Beginning. From the Point of Beginning continue South 89 degrees 10 minutes 47 seconds West for 141.99 feet to a ½ inch rebar; thence run North 20 degrees 43 minutes 40 seconds West for 169.99 feet to a ½ inch rebar; thence run South 52 degrees 10 minutes 19 seconds East for 255.92 feet back to the Point of Beginning. Said parcel of land is part of the NE ¼ of the NW ¼ of Section 34, Township 4 North, Range 13 West, Forrest County, Mississippi, and contains 0.26 acres, more or less.

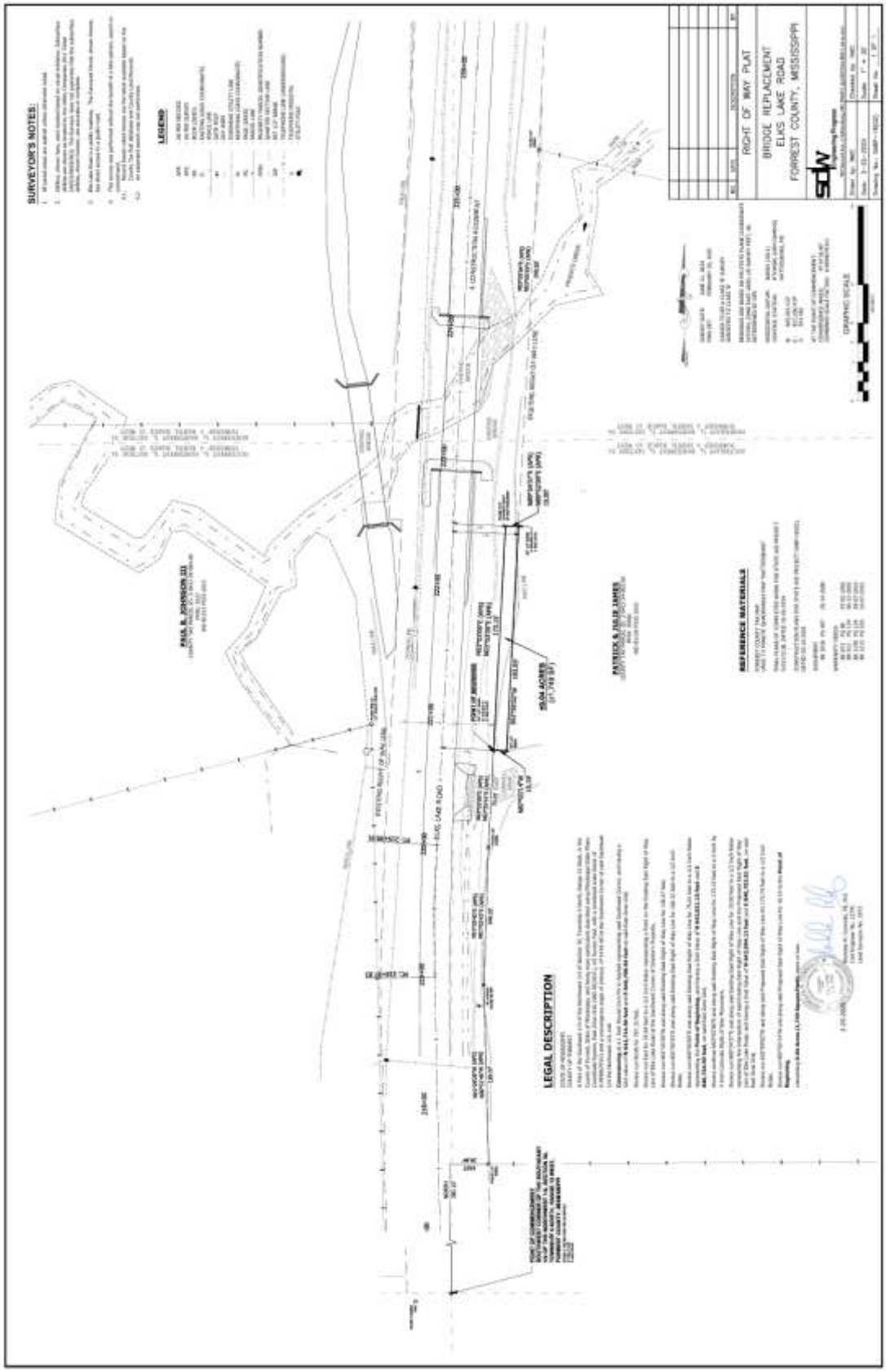
Signed this 1st day of April, 2015.

Richard T. Jones

P15F-238

Inst. 731986
Bk 1199 Pg 0336

ROW Plat


SURVEYOR'S NOTES:
LEGEND
RIGHT OF WAY PLAT
BRIDGE REPLACEMENT
ELKS LAKE ROAD
FORREST COUNTY, MISSISSIPPI
REFERENCE MATERIALS
LEGAL DESCRIPTION

Property Appraisal Link

FORREST COUNTY, MS

Current Date **3/23/2026** Tax Year **2025**

APPRAISAL INQUIRY

PARCEL 2-041J-34-002.00	**ALT PARCEL NUMBER** 168D-0000-034-065.04
PPIN 039566	**SKETCH** 1
OWNER NAME	JAMES PATRICK & JULIE
OWNER ADDRESS	18 ELKS LAKE RD HATTIESBURG MS39401 976
PROPERTY ADDRESS	18 ELKS LAKE RD
PROPERTY IS VACANT (Y/N) N	
FIELD WORK BY **DATE:** / /	
CLASSED BY **DATE:** / /	
REVIEWED BY TC/ **DATE:** 9/10/2024	
REALTOR CODE	

LEGAL DESCRIPTION

1	COM AT THE SE/COR OF NE1/4 OF SW1/4
2	N1315.57' N790.35' TO POB W1306.91'
3	TO THE EAST ROW LINE OF ELKS LAKE
4	ROAD N138.37' N 1DEG E106.32' N
5	2DEG E248.16' E10' N 3DEG E290.50'
6	S 76DEG E291.95' S 52DEG E255.92' E
7	783.14' S559.31' TO POB

Block 034 **Section** 34 **Township** 04N **Range** 13W
Book 1199 **Page** 334 **Type** WD **Date** 4/ 1/2015
Book 699 **Page** 233 **Type Date** 7/ /1993
Book 760 **Page** 597 **Type Date** 10/ /1996

LOT INFORMATION

LOT CODE ALL **LOT SIZE** **LOT VALUE**

CODE	FRONT FT	DEPTH	PRICE	DEPTH TABLE	DEPTH %	ADJ. %	DESCRIPTION	ADJ PRICE	APPRAISED	CLASS

*** NO LOT INFO ***

ACRE INFORMATION

ACRES	TYPE	QUAL CLASS	PRICE CODE	UNCULTIVATED CODE	PRICE	ADJ. %	DESCRIPTION	APPRAISED	MARKET
1.00	H	1	M	C	3257.99	1.00		8260	8258
17.26	B	2	1	U	164.00	1.00		2830	55232

ACREAGE VALUE 11090 **OVERALL VALUE** 11090
LAND USE CODE CLASS 1 1110 ONE FAMILY UNIT
LAND USE CODE CLASS 2 1110 ONE FAMILY UNIT

BUILDING DESCRIPTIONS

NUMBER	CODE	BUILDING DESCRIPTION	VALUE	ELIGIBLE CLASS 1
001	001	RESIDENCE	483900	Y
002	006	UTILITY	620	Y
003	006	UTILITY	19180	Y

TOTAL PARCEL VALUE 514790

Property Appraisal Link

FORREST COUNTY, MS

Current Date **3/23/2026**

APPRAISAL INQUIRY			
PARCEL	2-041J-34-002.00	**ALT PARCEL NUMBER**	168D-0000-034-065.04
PPIN	039566	**SKETCH**	1
OWNER NAME	JAMES PATRICK & JULIE		

APPRAISAL SUMMARY - STRUCTURE CLASS R AND C		
EXTERIOR	BRICK VENEER	HARDI PLANK
ROOF TYPE	GABLE	
ROOF MATERIAL	ENAMEL METAL	
FLOORS	HARDWOOD	
INTERIOR	DRYWALL	
PLUMBING	GOOD	
ELECTRIC	MAXIMUM B- & UP	
EXTRAS	2 Fix. Bath	3 Fix. Bath
	5 Fix. Bath	
	H&AC W/DUCTS	

	BASIC AREA	3904
	UNITS: CONST 111	
	CLASS B- **CLASS UNITS**	49
=	**TOTAL UNITS**	160
X	**RATES: BASE** 45.32 **ADJ.**	72.51
X	**INDEX** 1.160 **COST/SF**	84.11
X	**ADJUSTED AREA**	5793
=	**BASIC COST**	487249
+	**EXTRA FEATURES**	44506
=	**ADJUSTED COST**	531755
	DEPRECIATION:	
	STRAIGHT	91
	ADDITIONAL	
	OVERRIDE	
X	**CONDITION**	91 %
=	**DEPRECIATED COST**	483897
X	**NUMBER OF BUILDINGS**	1
	FINAL VALUE	483900
	OVERRIDE VALUE	

YEAR BUILT 2018

OVERRIDE REASON

Property Appraisal Link

FORREST COUNTY, MS

Current Date **3/23/2026**

APPRAISAL INQUIRY			
PARCEL	2-041J-34-002.00	**ALT PARCEL NUMBER**	168D-0000-034-065.04
PPIN	039566	**SKETCH**	1
OWNER NAME	JAMES PATRICK & JULIE		

APPRAISAL SUMMARY - STRUCTURE CLASS M, B, O & G	
STRUCTURE:	006 UTILITY
YEAR BUILT:	2018
QUALITY:	A (L=Low Cost, A=Average, G=Good)
RATE:	12.76
LOCATION INDEX:	1.160
SQUARE FOOT COST:	14.80
BASE AREA:	80
ADJUSTED AREA:	80
REPLACEMENT COST:	1184
CONDITION:	52
DEPRECIATED COST:	616
FINAL VALUE:	620
COMMENT:	

Property Appraisal Link

FORREST COUNTY, MS

Current Date **3/23/2026**

APPRAISAL INQUIRY			
PARCEL	2-041J-34-002.00	**ALT PARCEL NUMBER**	168D-0000-034-065.04
PPIN	039566	**SKETCH**	1
OWNER NAME	JAMES PATRICK & JULIE		

APPRAISAL SUMMARY - STRUCTURE CLASS M, B, O & G	
STRUCTURE:	006 UTILITY
YEAR BUILT:	2018
QUALITY:	A (L=Low Cost, A=Average, G=Good)
RATE:	12.76
LOCATION INDEX:	1.160
SQUARE FOOT COST:	14.80
BASE AREA:	1800
ADJUSTED AREA:	1800
REPLACEMENT COST:	26640
CONDITION:	72
DEPRECIATED COST:	19181
FINAL VALUE:	19180
COMMENT:	

DELTA TAX

Property Link
FORREST COUNTY, MS

Current Date **3/23/2026**

Tax Year 2025
Records Last Updated **3/23/2026**

PROPERTY DETAIL		
OWNER	JAMES PATRICK & JULIE	**ACRES :** 18.26
	18 ELKS LAKE RD	**LAND VALUE :** 11090
		IMPROVEMENTS : 503700
	HATTIESBURG MS 39401	**TOTAL VALUE:** 514790
		ASSESSED : 51621
PARCEL	2-041J-34-002.00	
ADDRESS	18 ELKS LAKE RD	

TAX INFORMATION			
YEAR 2025	**TAX DUE**	**PAID**	**BALANCE**
COUNTY	0.00	0.00	0.00
CITY	0.00	0.00	0.00
SCHOOL	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00

LAST PAYMENT DATE 10 / 16 / 2025

MISCELLANEOUS INFORMATION			
EXEMPT CODE		**LEGAL**	COM AT THE SE/COR OF NE1/4 OF
HOMESTEAD CODE	DAV		SW1/4
TAX DISTRICT	1130		N1315.57' N790.35' TO POB W130
PPIN	039566		6.91'
SECTION	34		TO THE EAST ROW LINE OF ELKS L
TOWNSHIP	04N		AKE
RANGE	13W		ROAD N138.37' N 1DEG E106.32'
			N
Book 1199	**Page** 334		

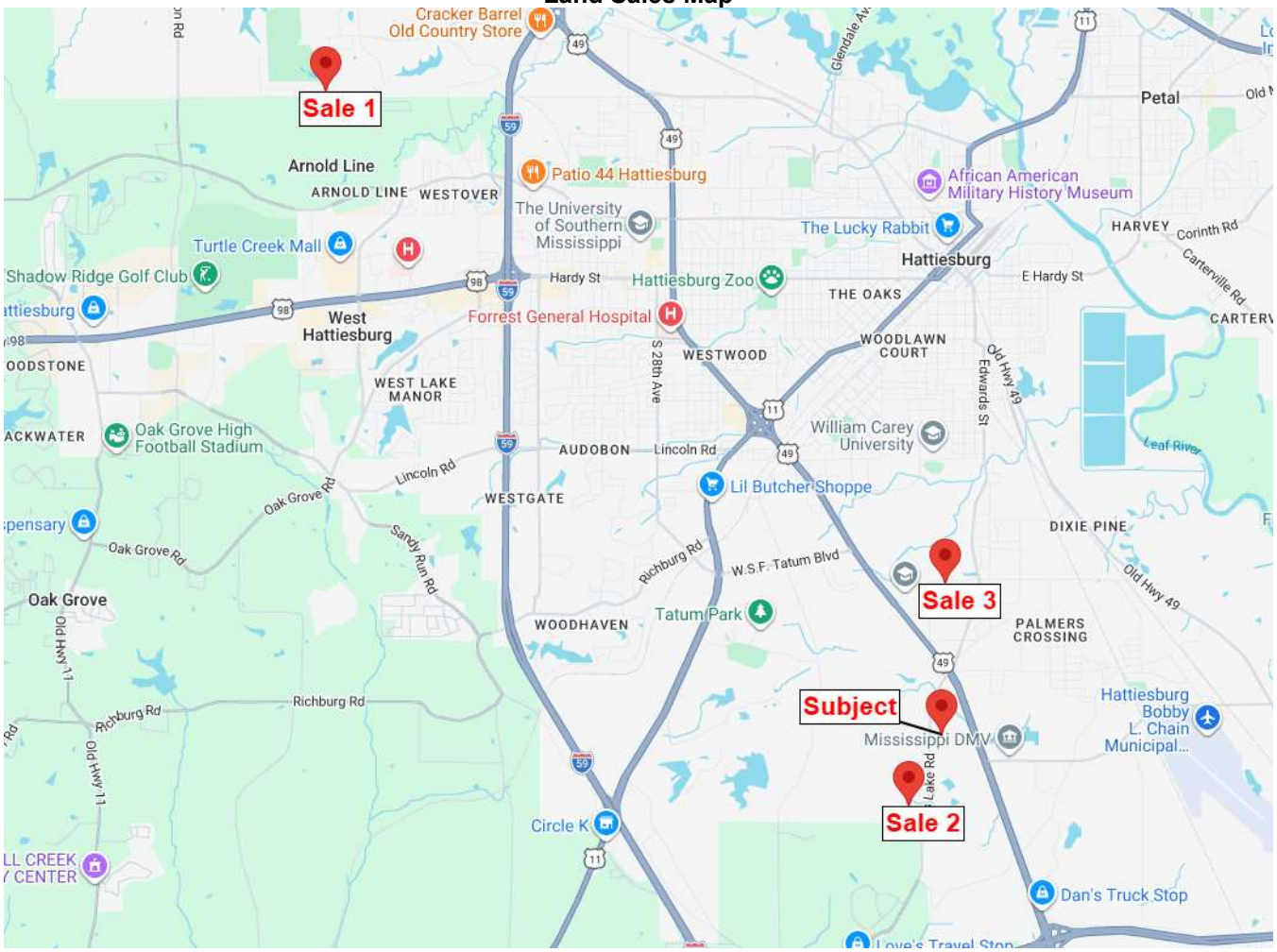
TAX PAID HISTORY

Year	Owner	Total Tax	Paid(Y/N)
2022	JAMES PATRICK & JULIE	7516.56	Y LAST PAYMENT DATE 1/23/2023
2021	JAMES PATRICK & JULIE	7519.67	Y LAST PAYMENT DATE 1/21/2022
2020	JAMES PATRICK & JULIE	7254.88	Y LAST PAYMENT DATE 12/31/2020
2019	JAMES PATRICK & JULIE	7258.51	Y LAST PAYMENT DATE 6/ 2/2020
2018	JAMES PATRICK & JULIE	97.55	Y LAST PAYMENT DATE 2/26/2019
2017	JAMES PATRICK & JULIE	93.70	Y LAST PAYMENT DATE 1/ 9/2018
2016	JAMES PATRICK & JULIE	84.53	Y LAST PAYMENT DATE 12/13/2016

COMPARABLE LAND SALES SUMMARY TABLE

No.	Location	Sale Date	Price	Size in Acres	Price/ Acre
1.	Classic Drive	12/24/2025	$131,463	8.170	$16,091
2.	Bowling Circle	10/14/2021	$80,000	16.300	$4,908
3.	P D Freeman Road	10/17/2023	$115,000	13.530	$8,500

Land Sales Map

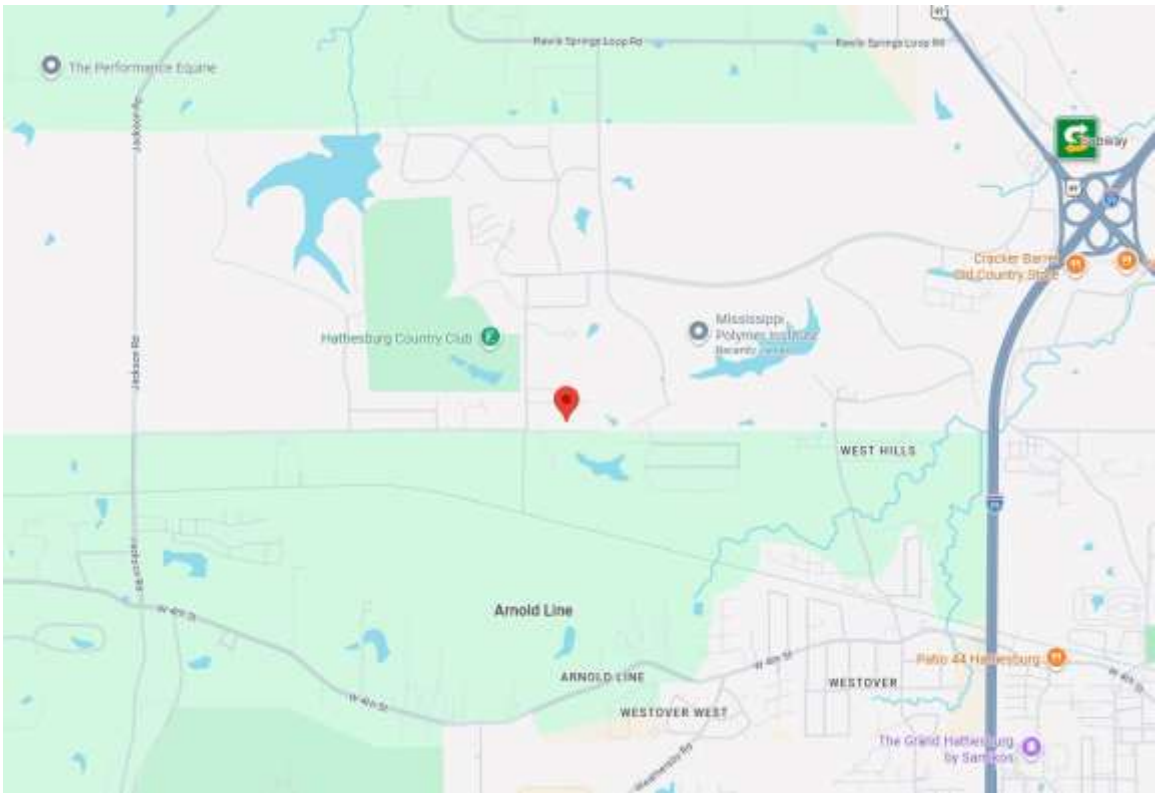


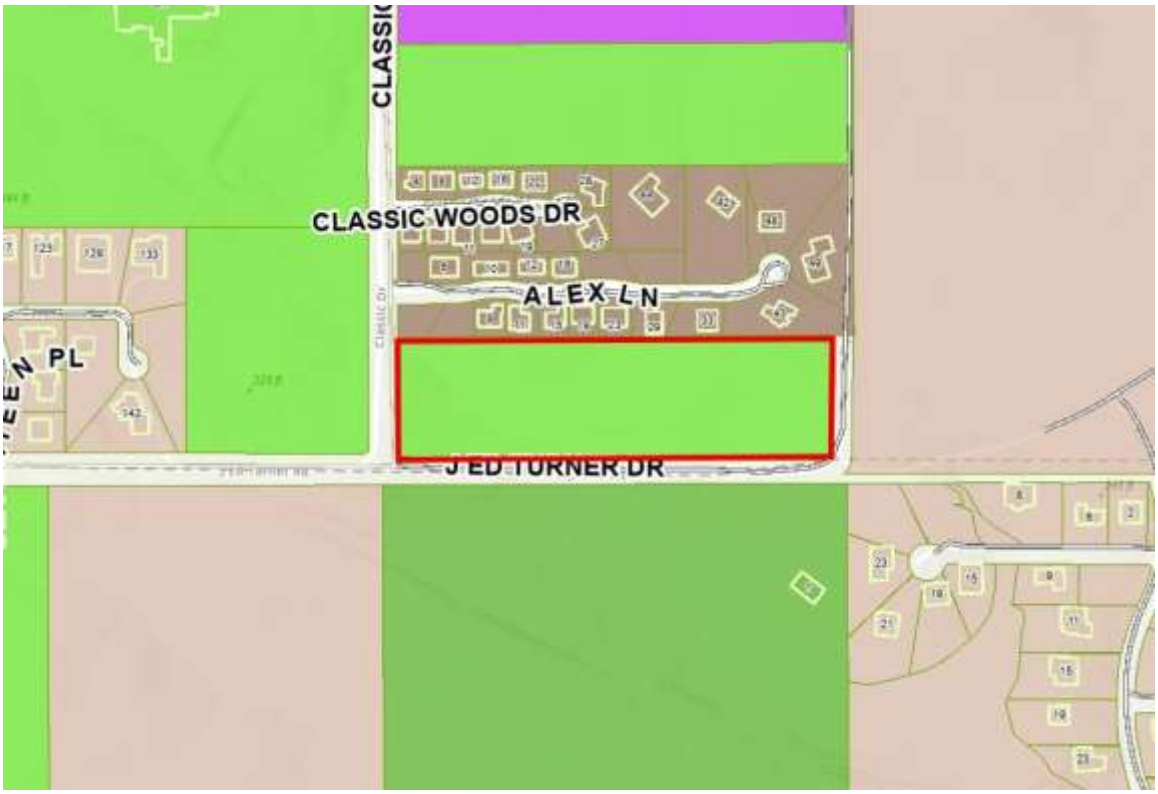
Land Sale No. 1





Land Sale No. 1 (Cont.)





Land Sale No. 1 (Cont.)

Property Identification

Record ID	10073
Property Type	Residential
Property Name	Residential land
Address	Classic Drive, Hattiesburg, Forrest County, Mississippi 39402
Location	At the NE corner of J Ed Turner Dr & Classic Dr
Tax ID	2-025M-35-071.00 / PPIN 9514
Latitude, Longitude	N31.347260, W-89.378130
User 1	Section 35, T5N, R14W

Sale Data

Grantor	Denton Biglane 2011 Trust
Grantee	Nate & Lauren Reynolds
Sale Date	December 24, 2025
Deed Book/Page	1489/573
Property Rights	Fee Simple
Marketing Time	41
Conditions of Sale	Normal arms length
Verification	JN confirmed with Adam Watkins (agent); February 05, 2026; MLS# 144417
Sale Price	$131,463
Adjusted Price	$131,463

Land Data

Zoning	A-1; General Agricultural
Topography	Gentle Rolling
Utilities	Electric, Water, Gas, Sewer
Shape	Rectangular
Landscaping	Wooded
Flood Info	28035C0085D & 28035C0101D
User 5	03/02/2010
User 6	Zone X

Land Size Information

Gross Land Size	8.170 Acres or 355,885 SF
Front Footage	1,170 ft Total Frontage: 1,170 ft Classic/ J Ed Turner Extension;

Indicators

Sale Price/Gross Acre	$16,091
Sale Price/Gross SF	$0.37
Sale Price/Front Foot	$112

Land Sale No. 1 (Cont.)

Remarks

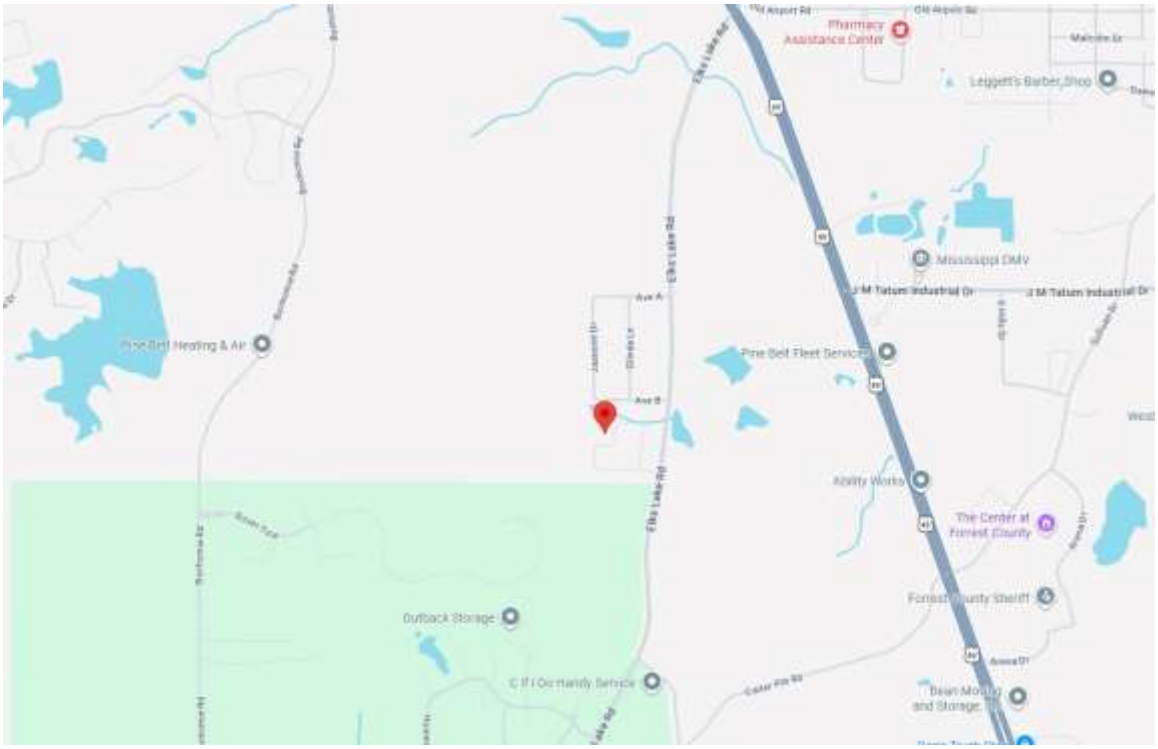
Residential land located at the corner of Classic drive and J ED Turner road near Hattiesburg Country Club. The property was a long narrow tract with substantial frontage on a newly extended paved road across 2/3'rds of the property. The remaining frontage was gravel. The property was zoned A-1 but had the potential to be converted to an R-1 type use. The highest and best use was subdivision into smaller residential lots. The sales agent stated that the buyer intends on breaking up the site into 2 lots. The center of the property dips down and development into more lots may be difficult. The site had access to Water, power and sewer.

Land Sale No. 2





Land Sale No. 2 (Cont.)





Land Sale No. 2 (Cont.)

Property Identification

Record ID	10111
Property Type	Residential Lots
Property Name	16.3 acres on Bowlin Circle
Address	Bowlin Circle, Hattiesburg, Forrest County, Mississippi 39401
Location	Along Bowling Circle, W of Elks Lake Rd
Tax ID	2-041O-34-046.00 / PPIN 7028
Latitude, Longitude	N31.261060, W-89.295750
User 1	Section 34, T4N, R13W

Sale Data

Grantor	Gregory Billeisen
Grantee	Johnny & Erecka Magee
Sale Date	October 14, 2021
Deed Book/Page	1379/36
Property Rights	Fee Simple
Marketing Time	226
Conditions of Sale	Arm's Length
Financing	Cash
Verification	MLS# 123893
Sale Price	$80,000
Cash Equivalent	$80,000
Adjusted Price	$80,000

Land Data

Zoning	R-1A; Residential District
Topography	Level to rolling
Utilities	Electric, Water, Gas, Sewer (Public)
Shape	Irregular
Landscaping	Wooded
Flood Info	28035C0118E
User 5	11/19/2021
User 6	Zone X

Land Size Information

Gross Land Size	16.300 Acres or 710,028 SF
Front Footage	1,875 ft Total Frontage: 1,875 ft Bowlin Circle;

Indicators

Sale Price/Gross Acre	$4,908
Sale Price/Gross SF	$0.11
Sale Price/Front Foot	$43

Land Sale No. 2 (Cont.)

Remarks

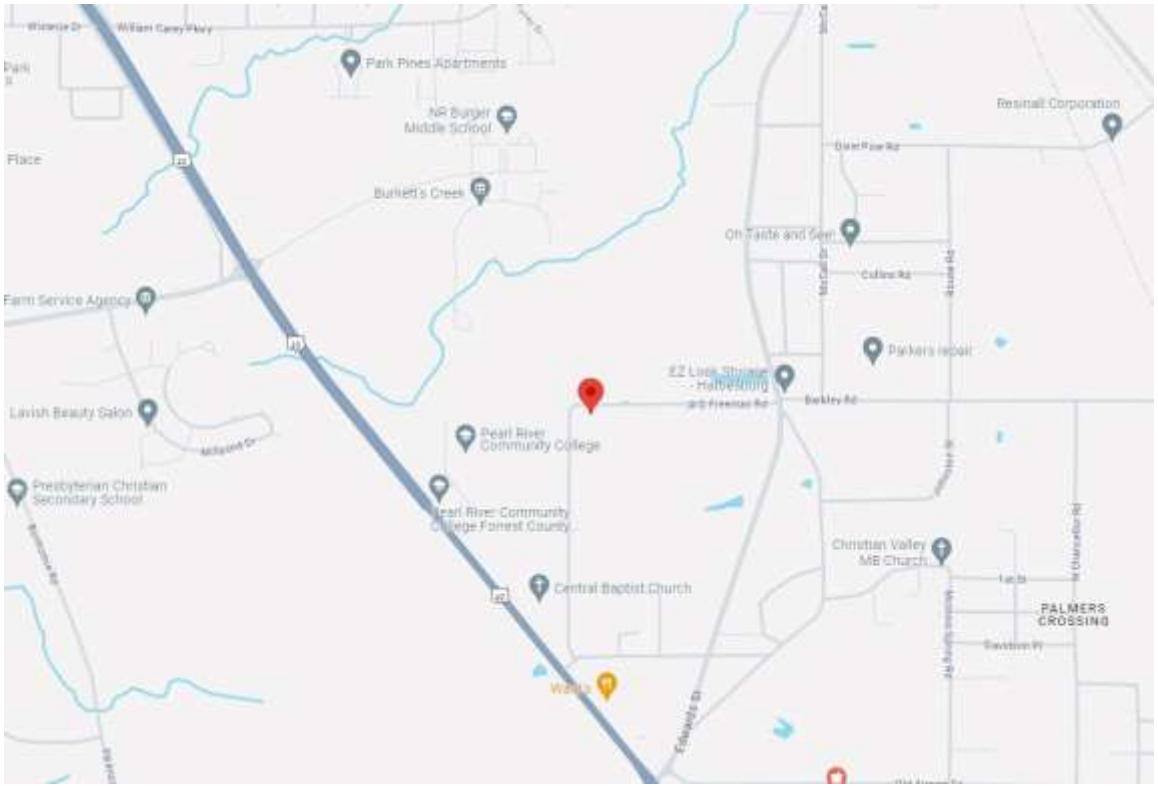
+/-16.3 acres of private parcel of land has potential for a residential development. The property is subdivided into several different subdivision lots that are currently vacant. The site is wooded with good access and no flood hazard. Zoned R1 A for residential uses.

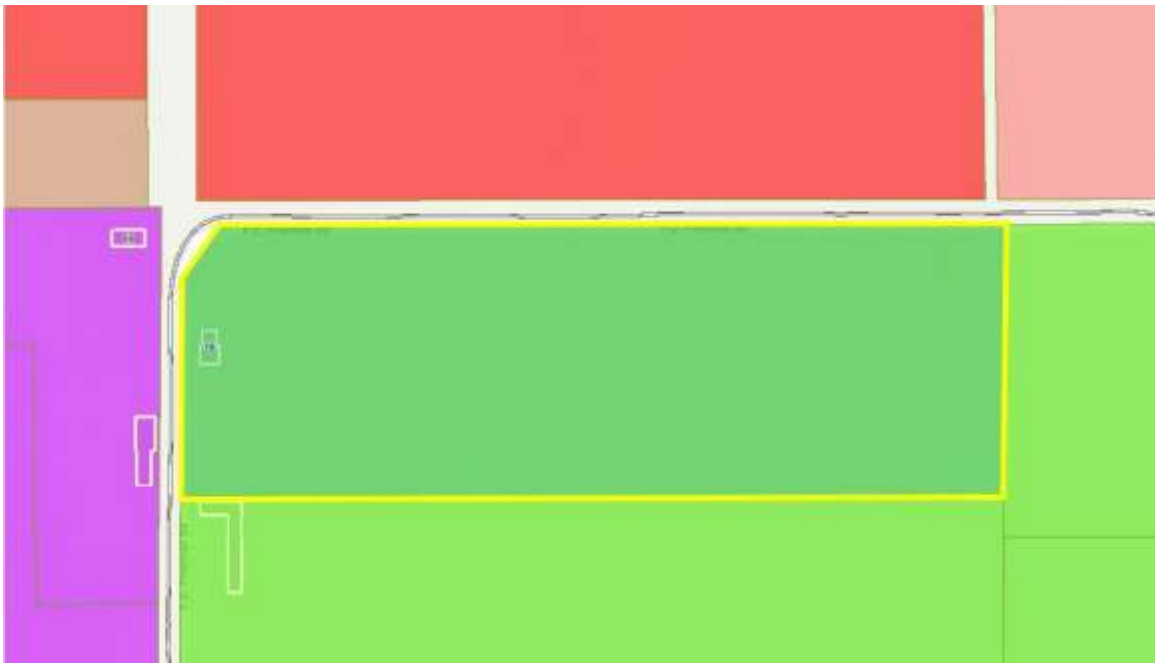
Land Sale No. 3





Land Sale No. 3 (Cont.)





Land Sale No. 3 (Cont.)



Property Identification

Record ID	9390
Property Type	Agricultural Land
Property Name	+/- 13.53 Acres on PD Freeman Road (Corner)
Address	P D Freeman Road, Hattiesburg, Forrest County, MS 39401
Location	Hattiesburg
Tax ID	2-041B-27-001.00 / PPIN 6961
Latitude, Longitude	N31.287900, W-89.290570
User 1	Section 27, T4n, R13W

Sale Data

Grantor	Gladys R. Reid
Grantee	Orlando Stevenson Jones, Jr.
Sale Date	October 17, 2023
Deed Book/Page	1433/444
Property Rights	Fee Simple
Marketing Time	21
Conditions of Sale	Arm's Length
Financing	Cash
Sale Price	$115,000
Cash Equivalent	$115,000
Adjusted Price	$115,000

Land Sale No. 3 (Cont.)

Land Data

Zoning	A-1, Agricultural District
Topography	Level; At Grade
Utilities	Electric, Gas, Water
Shape	Rectangular
Landscaping	Mostly Wooded; Partially Cleared
Flood Info	28035C0116E
User 5	11/19/2021
User 6	Zone X

Land Size Information

Gross Land Size	13.530 Acres or 589,367 SF
Front Footage	1,740 ft Total Frontage: 1,285 ft South side of PD Freeman Rd; 455 ft East side of PD Freeman Rd;

Indicators

Sale Price/Gross Acre	$8,500
Sale Price/Gross SF	$0.20
Sale Price/Front Foot	$66

Remarks

Mostly wooded agricultural land along P D Freeman Road. The property is level and not located within a flood zone. The site has good frontage and visibility from P D Freeman Road and lies roughly 2,275 ft from Hwy 49. There is an old home on the property that is dilapidated and has no contributory value.

QUALIFICATIONS OF THOMAS JONATHON NULL, MAI

Professional Designations & Affiliations

- State Certified General Real Estate Appraiser (2002) - State of Mississippi, (GA-799)
- Designated Member of the Appraisal Institute (2008) (MAI #12522)
- Active Member of the International Right-of-Way Association (2005)

Professional Work History

Collins and Null Appraisals – (2003 to Present)

I appraise all forms of real estate, including commercial, industrial, residential, Rights-of-Way, partial interest and timber land. My experience also includes consultation for court proceedings, review of peer appraisals and expert witness testimony.

Atlas Right-of-Way Services – (2016 to Present)

Managing director of a full-service right-of-way company. Duties include management of right-of-way acquisition projects, annexation projects and market data brochures. This company was formed due to the need for additional services in relation to our right-of-way appraisal business.

OSCA Inc./BJ Services – (May 1998 to March 2003)

Stimulation engineer- Oil service company. Multitasking, tri-lingual, international and domestic experience.

Academic Background

- High School Diploma from Meridian High School – Meridian, MS – (1993)
- BS in Geology received from Mississippi State University – (1998)

Thomas Jonathon Null, MAI
Page 2

Professional Summary

My professional career began in in 1998. In 2003, I decided to move my career to real estate. This included performing real estate appraisals and expert witness testimonies in relation to right-of-way needed for road and bridge projects across the state of Mississippi. In 2003, I entered into a private practice where my expertise was expanded to the appraisal and consultation of all forms of real estate for a wide variety of clients. I became General Certified, and followed this certification with the MAI designation from the Appraisal Institute in 2008. In addition to the appraisal business, I have been involved in the development of a variety of commercial projects around the state. In 2016, due to the expanding needs of our clients for assistance in right-of-way acquisition, we began Atlas Right-of-Way services, which is a full-service right-of-way company. This experience, in excess of 20 years, has granted me great competency in a wide range of real estate matters. Clients have included local, state and federal government agencies, utility companies, attorneys, large corporations and private individual property owners.

Court Testimony Experience

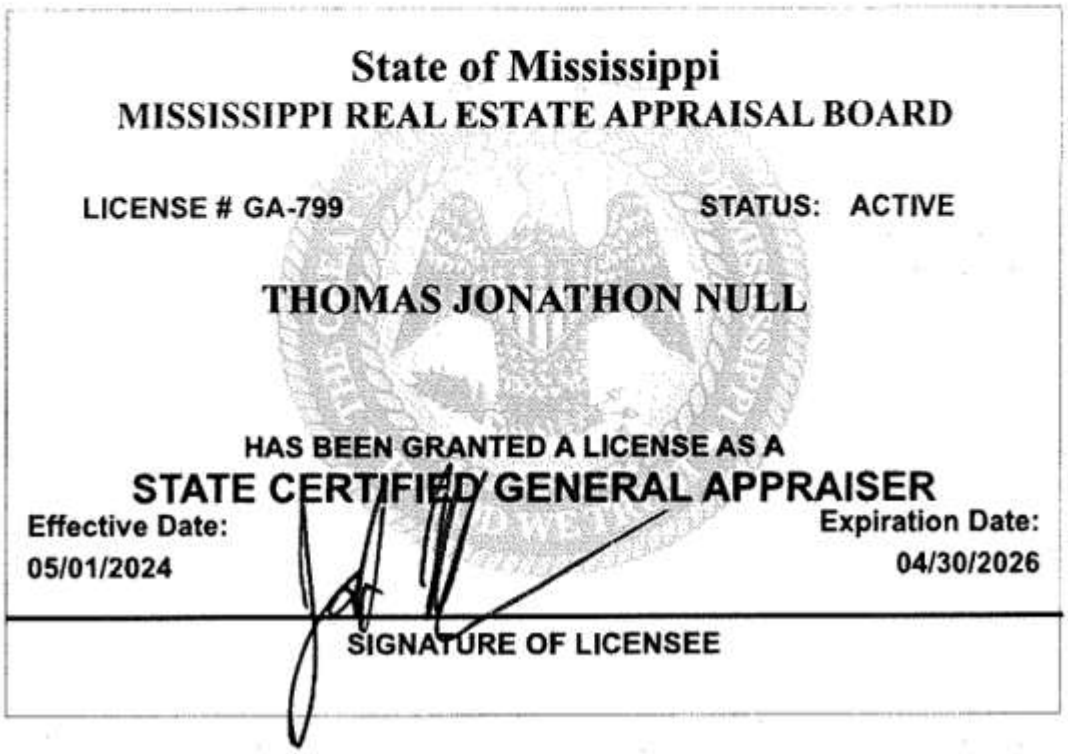
I have testified or provided expert witness consultation on +/- 30 cases throughout the State of Mississippi. These court cases involved in the field of real estate valuation for condemnation, bankruptcy, diminution in value, inverse condemnation, partitioning, and other real estate related cases. This experience includes testimony over the entire state from North Mississippi to the Delta to the Gulf Coast. Clients have included the Mississippi Department of Transportation, Mississippi Power, private property owners, the Department of Justice, Local Public Agencies, various other utility companies including electrical transmission corridors and gas pipeline right of ways.
This experience has included various settings including court room testimony, depositions, and mediations.

Professional Education

Appraisal Principles Course (110)	Appraisal Institute	2003
Appraisal Procedures Course (120)	Appraisal Institute	2003
Basic Income Capitalization (310)	Appraisal Institute	2003
Advanced Income Capitalization (510)	Appraisal Institute	2003
Appraisal Practice (510)	Lincoln Graduate	2003
International Right of Way Assoc. (200)	IRWA	2003
Conservation Easement Seminar	Tara Wildlife Center	2003
The Appraisal of Partial Acquisitions (410)	IRWA	2004
Land Titles (801)	IRWA	2005
Engineering Plan and Development (901)	IRWA	2005
Yellow Book Seminar	Appraisal Institute	2006
Conservation Easement Seminar	Tara Wildlife Center	2006
General Market Analysis and Highest and Best Use (520)	Appraisal Institute	2006
Wetland Symposium		2007
Advanced Applications (550)	Appraisal Institute	2007
Report writing and valuation analysis (540)		2007
National USPAP		2008
Advanced Sales Comparison & Cost Approaches		2008
Business Practice and Ethics		2008

Advanced Sales and Cost Approach (530)	Appraisal Institute	2008
Appraising Distressed Commercial Real Estate		2009
Introduction to Conservation Easement Valuation		2010
Oil Spills and Property Values		2010
Attacking an Defending an Appraisal		
In Litigation	Appraisal Institute	2011
7 Hour National USPAP	Appraisal Institute	2011
The Impact of Dodd-Frank on Appraisers		
and Their bank clients	Appraisal Institute	2012
General Demonstration Report Writing	Appraisal Institute	2012
7 Hour National USPAP	Appraisal Institute	2014
R.E. Finance Statistics Valuation Modeling	Appraisal Institute	2014
105 The Uniform Act – Executive Summary	IRWA	
USPAP	Appraisal Institute	2015
Rates and Ratios	Appraisal Institute	2016
Drone Technology and Its Impact on the Appraisal Industry	Appraisal Institute	2017
Fundamentals of Separating Real Property, Personal Property,		
and Intangible Business Assets	Appraisal Institute	2017
Engineering Plan Development & Application (901)	IRWA	2018
Property Descriptions (902)	IRWA	2018
Advanced Residential Relocation Assistance (505)	IRWA	2018
Basic Appraisal Principles & Procedures	MDOT	2019
Under the Uniform Act 2019	FHWA	
USPAP Update course	Appraisal Institute	2020
Uniform Appraisal Standards for Federal Land Acquisitions	McKissock	2020
Appraising Manufactures Homes	McKissock December	2019
USPAP 2022-2023	McKissock May	2022

USPAP 2022-2023	McKissock May	2022
USPAP 2024-2025	Appraisal Institute	2024
Business Practices and Ethics	Appraisal Institute	2024
Real Estate Finance, Statistics and Valuation Modeling	Appraisal Institute	2024
Fundamentals of the Uniform Appraisal Standards for Federal Land Acquisitions	Appraisal Institute	2024



State of Mississippi
MISSISSIPPI REAL ESTATE APPRAISAL BOARD

LICENSE # GA-799 **STATUS: ACTIVE**

THOMAS JONATHON NULL

HAS BEEN GRANTED A LICENSE AS A
STATE CERTIFIED GENERAL APPRAISER

Effective Date: 05/01/2024
Expiration Date: 04/30/2026

SIGNATURE OF LICENSEE

RESOLUTION

WHEREAS, upon careful consideration, the City of Hattiesburg, Mississippi, acting by and through the City Council, has previously determined it to be in the best interests of the citizens of the City to construct certain improvements collectively identified as the Elks Lake Road Bridge Replacement Project, located within the City limits;

WHEREAS, to accomplish this project, the City finds it necessary to acquire for public use part of certain properties belonging to the following landowners or their successors in title and/or other parties interested in said property; and,

WHEREAS, an appraisal of the subject properties was conducted by Jonathon Null, a licensed real estate appraiser, showing the fair market value of the interests to be acquired.

NOW, THEREFORE, BE IT RESOLVED as follows:

a. the appraisal of the interests to be acquired by the City made by Jonathon Null, a licensed real estate appraiser, is approved, and the appraised value for the interests to be acquired is acknowledged to be just compensation for said interests;

PPIN	Value
39566	$3,770

b. that the City Attorney or his designee is hereby authorized to offer said amount in just compensation for title to said interests to the lawful owners of same;

c. that the City Attorney or his designee is hereby authorized to offer an additional administrative settlement in the amount of $1,160 to the lawful owners of said interests, which amount represents the cost to the City of initiating eminent domain proceedings to acquire same;

d. that the Mayor is hereby authorized to execute all documents required to facilitate the purchase and conveyance of said interests on the foregoing terms; and,

e. that the Mayor and City Clerk are hereby authorized to issue warrants, including a manual check, to the lawful owners of said interests in the amounts stated upon the City's receipt of instruments of conveyance approved by the City Attorney or his designee.

f. that, in the event said offers are rejected, ignored, or that negotiations with said owners for the sale and purchase of said parcels are otherwise unsuccessful,

1. the City Attorney or his designee is hereby authorized to initiate eminent domain proceedings, including special eminent domain proceedings involving the right of immediate possession, on behalf of the City to facilitate acquisition of said parcels;

2. the Mayor is hereby authorized to execute all documents required to facilitate the filing, prosecution, and/or settlement of said proceedings; and,

3. the Mayor and City Clerk are hereby authorized to issue warrants to the Forrest County Circuit Clerk, the named Defendants in said proceedings, their counsel, and/or other interested parties at the direction of the City Attorney or his designee to facilitate the filing, prosecution, and/or settlement of said proceedings.

The above and foregoing resolution, after having been first reduced to writing, was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to

wit: YEAS: NAYS: ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the Resolution adopted, this the 7th day of July, 2026.

(SEAL)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of July, 2026.

ATTEST: **APPROVED:**

CITY CLERK **MAYOR**

Memorandum

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

From: **Marybeth Bergin, Director of Transportation and Engineering**

cc:

Date: **Tuesday, July 7, 2026**

Re: **Adopt a Resolution declaring a portion of Forrest County parcels necessary for public use, establishing just compensation or waiver valuation, authorizing the Mayor to make a fair market value offer related to the Sullivan Drive Bridge Replacement Project and authorize issuance of a manual check.**
File Number: 2026-544
Minute Book #

Summary
Adopt a Resolution declaring a portion of Forrest County parcels necessary for public use, establishing just compensation or waiver valuation, authorizing the Mayor to make a fair market value offer related to the Sullivan Drive Bridge Replacement Project and authorize issuance of a manual check.

Recommendation Statement
I recommend approval of this item.

Please place this on the July 7, 2026 City Council meeting for consideration.

APPRAISAL REPORT

Parcel Number(s)	PPIN# 7046 & 27701
Owner	Jackie Bailey & Matiel Payton
Vacant / Occupied / Leased	Vacant
County	Forrest
Project Number	LSBP - 18(22)
Project Description	Sullivan Drive Bridge Replacement
Effective Date of the Appraisal	03/23/2026
Report Date	03/27/2026
Report Requested for	Original Appraisal

Prepared For:

Marybeth Bergin
Director of Engineering City of Hattiesburg
212 W. Front Street, Hattiesburg, MS 39402
601.545.4540

This Appraisal and Appraisal Report Was Prepared By:

Jonathon Null, MAI
State Certified General Real Estate Appraiser, GA-799
6760 US Highway 98, Suite 2
Hattiesburg, MS 39402

Possession of this report does not carry or imply a right of use and/or publication. This real property appraisal report is the property of the City of Hattiesburg and may not be utilized or cited in whole or in part without the express written consent of an authorized agent or official of the City of Hattiesburg.

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Appraisal Report

Parcel No.	PPIN# 7046 & 27701		
County	Forrest		
Owner(s):	Jackie Bailey & Matiel Payton	**Address:**	5217 Rising Sun Lane
Phone:	601.264.1396		Ellicott City, MD 21043
Owners Email:		**Address:**	18 Sullivan Drive
Occupant:			Hattiesburg, MS 39401
Phone:			

Estate Appraised: ☒ Fee ☐ Easement ☐ Quit-Claim

Area of Whole Tract	**+/- 13.40 Acres or 583,704 sf**
Area of Remaining Tract	**+/-12.63 Acres or 550,031 sf**
Area to be Acquired	**+/- 0.77 Acres or 33,673 sf**

Property Owner Contact Record

Subject Property Inspection Dates:	03/23/2026
The property was inspected by the appraiser on March 23rd, 2026. The property was a vacant wooded tract at time of inspection.	
Contact Comments	
A letter and plat extending an invitation to accompany the appraiser was **mailed** to Jackie Bailey & Matiel Payton on March 20th, 2026. Following this mailout, the property owner did not respond. In addition, the phone number listed on the most recent warranty deed was called on March 23rd and March 26th, 2026 with no answer. The appraiser was not able to make contact with the property owner.	
Is the Property being Leased or Rented? ☐ Yes ☒ No	
Terms:	

Date: 03/27/2026

Appraiser:

Jonathon Null., MAI
Real Estate Appraiser # GA-799

Summary of Facts and Findings

Project : Bridge Replacement Sullivan Drive	**Parcel No.** PPIN# 7046 & 27701

Property Owner: Jackie Bailey & Matiel Payton **Address:** 5217 Rising Sun Lane, Elliot City, MD 21043 **Phone:** 601-264-1396

Identification of the Property Appraised:
This property consists of +/- 13.40 Acres, identified as PPIN# 7046 & 27701. This property is located on the west side of Sullivan Drive, south of Monroe Street. Said parcel lies within the NE ¼ of Section 35, Township 4 North, Range 13 West in Forrest County, Mississippi. This property is inside of the Hattiesburg Corporate Limits.

Estate Appraised:	*(Fee, Easement, Other)*
Fee Simple	

Size of the Whole Tract (Before):	+/- 13.40 Acres or 583,704 sf
Size of the Remaining Parcel (After):	+/-12.63 Acres or 550,031 sf
Size of the Area to be Acquired:	+/- 0.77 Acres or 33,673 sf

Highest and Best Use Before (Whole Tract):	Industrial/ Residential
Highest and Best Use After (Whole Tract):	Industrial/ Residential

Size of the Larger Parcel(s) *(If different from the Whole Tract)*	+/- 7.60 Acres, 5.80 Acres
Highest and Best Use of the Larger Parcel(s)	Industrial/ residential

Unit Value of the Land (Before)	Parcel A; $10,000/acre Parcel B: $12,000/acre
Unit Value of the Land (After)	Parcel A; $10,000/acre Parcel B: $12,000/acre

Improvements:
None

Total Before Value:	**$145,600**
Total After Value:	**$137,130**
Just Compensation:	**$8,470**

Allocation of Compensation for All interest:				
Parcel No.	**Land**	**Improvements**	**Damages**	**Total**
PPIN 7046 & 27701	$8,470	$0	$0	$8,470

Effective Date of the Appraisal:	03/23/2026
Date of Report:	03/27/2026

Certification of Appraiser

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.

2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and legal instructions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

5. Neither my engagement nor my compensation for completing this assignment was contingent upon developing or reporting a predetermined result, predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

6. The real property appraisal documented in this appraisal report was completed in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601 et seq.), and requirements for appraisals as outlined in 49 CFR 24, Subpart B, dated January 4, 2005. To the extent appropriate under the Laws of the State of Mississippi, the real property appraisal documented in this appraisal report was completed in conformity with the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), which are compatible with standards and practices of the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice (USPAP), except to the extent that compliance with the Uniform Act, 49 CFR 24, and the UASFLA required invocation of the (USPAP) Jurisdictional Exception Rule in certain instances, so as to conform with the over-riding federal law relating to the valuation of real estate for government acquisition purposes.

7. This appraisal conforms with the appropriate State laws, regulations, policies, and procedures applicable to the appraisal of rights of way for highway purposes.

8. Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property.

9. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.

10. Unless expressly stated otherwise in this report, the property owner, or his/her designated representative, was given the opportunity to accompany me on the inspection.

11. I have made a personal inspection of the property that is the subject of this report on March 23rd, 2026.

12. No one provided significant real property appraisal assistance to the person(s) signing this certification.

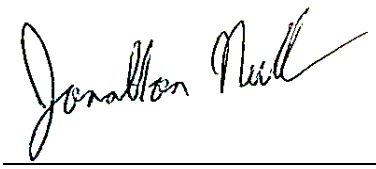
13. I have not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment. If applicable;

14. Jonathon Null is state certified by the State of Mississippi as a General Real Estate Appraiser, License No. GA-799, and as of the date of this report, has completed the continuing education required to maintain that license.

Based upon my independent appraisal and the exercise of my professional judgment, it is my opinion that the valuation of the subject property is as follows:

Fair Market Value of the Whole Tract (as defined in this report)	**Before**	**$145,600**
Fair Market Value of the Remainder Property	**After**	**$137,130**
The difference between the Fair Market Value of the whole tract and the remainder is		**$8,470**

Appraiser *(sig.)*



Date 03/27/2026

(name) Jonathon Null., MAI

(License) Real Estate Appraiser # GA-799

Appraisal Scope of Work

Scope of work is defined by USPAP as "the type and extent of research and analyses in an appraisal." The USPAP Scope of Work Rule states, "The report must contain sufficient information to allow the client and other intended users to understand the scope of work performed". The following scope of work summarizes the extent to which the property is identified and inspected, the type and extent of data researched, and the type and extent of analyses applied to arrive at the final value conclusions.

Identification of Client and Intended Users

The City of Hattiesburg requested the appraisal of the property described in this report and is the client. The intended user of this appraisal report is the City of Hattiesburg Transportation and such employees or agents authorized by The City of Hattiesburg to utilize the information contained herein. There are no other intended users.

Intended Use of the Appraisal Report

The facts, analyses, opinions, and conclusions contained in this appraisal report establish an estimate of just compensation, as prescribed under the laws of the State of Mississippi, payable for the acquisition of specified real property rights, being acquired for public use. The estimate of just compensation in this appraisal report includes the fair market value of the property, damages to the remaining property, if any, and such curative costs as are permitted by the Laws of the State of Mississippi, and, upon determination by appraisal review that this appraisal report complies with all applicable standards and requirements, serves as the basis for the establishment of the amount believed to be just compensation for the acquisition of the "real property" described herein. There are no other intended uses.

Purpose of the Appraisal

The purpose of the appraisal is to render an opinion as to the Fair Market Value of specified real property as of the stated date and, through application of the Before and After Rule as prescribed under the laws of the State of Mississippi, the valuation of the remainder of specified real property. The difference between these two valuations is the value being sought by the client and is reported to the client as the "fair market value of the area to be acquired and damages, if any, to the remainder".

Parameters of Data Search

The scope of the assignment is to collect and verify as completely as possible, comparable sales, and rentals, if applicable, from within the subject area, or other areas that, in the opinion of the appraiser, are reasonably comparable to the subject area, so that a value conclusion may be derived.

Sources of the data, utilized for this appraisal, include county deed records, real estate brokers, real estate appraisers, and other individuals knowledgeable in the local real estate market and, as applicable and appropriate, other individuals knowledgeable in specific types of property. One or more of the principals involved in the transactions, grantor, grantee, attorney, financier, broker of the transaction, or their representatives, have verified the market sales used in this report. Mississippi is a non-disclosure State. Other than the recordation of a deed, there is no legal requirement for grantors, grantees, or other parties to a transaction, to disclose any information relative to the transfer of real property. Since there is no legal requirement for the deed to include the transaction price when it is recorded, it is possible that there are transactions for which purchase price data could not be obtained.

Extent of Property Inspection

The extent of the subject property inspection, including interior and exterior areas, is required content of the appraisal report per the USPAP Scope of Work Rule and per guidance from the FHWA regarding requirements for scope of work. The "extent of the inspection process" includes but is not limited to, a declaration as to the part or parts of the property that were viewed or not viewed during the inspection; for structures and other improvements, whether such items were physically measured by the appraiser, whether interior and/or exterior inspection was performed for each item, and a declaration regarding the level of detail associated with the inspection of tangible property. The following is a description of the extent of the inspection performed on the subject property for this appraisal assignment:

The property was inspected on March 23rd, 2026, by Jonathon Null. The property is a heavily wooded tract, with no interior roads or pathways. There are no observed improvements on the property. The northern portion of the property was viewed by traveling along the paved road that borders the northern property line. The property was also viewed along its eastern border along Sullivan Drive.

Valuation Process

The data obtained is to be analyzed, when applicable, via the Cost Approach, Income Capitalization Approach, and the Sales Comparison Approach. The analysis includes appropriate support for any adjustments made and the value conclusions. The values derived via these three approaches, if developed, are then reconciled into final opinions of value for the subject property for the before condition and after condition. The just compensation opinion thus derived by this process encompasses the fair market value of the partial acquisition, improvements within the acquisition, damages to the remainder (if any), including any curative costs impacted by the acquisition in accordance with the Uniform Act and the Laws of the State of Mississippi.

Property Rights Appraised

The property rights appraised in this report consist of fee simple, and, as applicable and appropriate, easement, leased fee, and leasehold interest(s).

"Fee Simple Estate" is defined as: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat." Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed., s.v. "fee simple estate." (Chicago: Appraisal Institute, 2022), PDF e-book.

Property Estate(s) Appraised:	*List and describe, if necessary, the property right(s) appraised (i.e., fee simple, easement, other)*
Fee Simple	

Fair Market Value Defined

Fair Market Value is value in exchange. It is "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress". (*See the Terms and Definitions section of this report for the source of this definition*)

Assumptions and Limiting Conditions

This appraisal is subject to the following underlying assumptions and limiting conditions:

The appraiser certifies that to the best of his or her acknowledge and belief, the statements contained in this appraisal report, subject to the limiting conditions set forth below are correct.

This appraisal is of the property described in this report.

The appraiser has made no survey of the property and assumes that the areas and dimensions shown herein are correct. Any sketch or identified survey of the property included in this report is only for the purpose of assisting the reader in visualizing the property.

Certain information in this report was obtained from and/or furnished by sources believed to be reliable; however, the absolute accuracy of information is not guaranteed. If relevant information or errors come to the attention of the appraiser, the appraiser reserves the right to change, alter, revise, or void the opinions contained in this report in part or in their entirety.

Possession of this report does not imply the right of publication, and it may not be used without the consent of the City of Hattiesburg. This report is to be used in its entirety. The appraiser is not responsible if any part of this report is used to the exclusion of the remainder.

I am not familiar with any engineering studies made to determine the bearing capacity of the land or that indicate any mineral contents of a significant nature.

The appraiser has no knowledge of the existence of hazardous materials on the property unless otherwise stated in this report. The appraiser, however, is not qualified to detect such substances. The presence of any such substances, which may be potentially hazardous materials, may affect the value of the property. However, as directed by the client, the City of Hattiesburg, this value estimate is predicated on the assumption that there are no such materials on or in the property that would cause a loss in value.

To the best of my knowledge no portion of the value assigned to the subject property is for items which are non-compensable according to established laws.

This property has been appraised as though free of all liens, unless otherwise stated herein. No responsibility is assumed for matters legal in nature, nor is any opinion of title rendered herewith. Good title is assumed.

Certain background and other relevant information applicable to the appraisal of this property and for this appraisal report is given in the project data brochure, which is incorporated herein by reference.

This appraisal was performed within requirements of regulation, law, and supplemental appraisal standards that are applicable to appraisals performed for governmental acquisitions and thus, certain valuation opinions and conclusions stated in this appraisal report are affected by these requirements. Applicable Mississippi Law is found at Mississippi Code Section 65, Section 43, Section 11, and also found in certain published decisions of the Mississippi Supreme Court as they pertain to property acquisition by Eminent Domain. Applicable Federal Law is found in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et se*q.,* and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.

The reported value estimate assumed no impact on value because of “Section 404 wetlands”, as defined by the U. S. Army Corps of Engineers. The client is urged to seek advice of an expert to determine any potential impact on wetlands on the property.

There **are no** additional assumptions and limiting conditions applicable to this appraisal.

Extraordinary Assumptions and Hypothetical Conditions

Standard Rule 1-2(f) and (g) and Standard Rule 2-2 (a)(xiii) and (b)(xv) of the *Uniform Standards of Professional Appraisal Practice* require the appraiser to identify and state all extraordinary assumptions and hypothetical conditions when developing and reporting an appraisal.

2020-2023 USPAP defines extraordinary assumption as "assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions. Comment: Uncertain information might include physical, legal or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends, or the integrity of data used in an analysis.

2020-2023 USPAP defines hypothetical condition as "a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis." Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristic of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

The *Uniform Appraisal Standards for Federal Land Acquisitions*, *2016*, Section 1.2.7.1, page 13, further states that:

"An extraordinary assumption may be used in an assignment only if:
1. it is required to properly develop credible opinions and conclusions,
2. the appraiser has a reasonable basis for the extraordinary assumption,
3. use of the extraordinary assumption results in credible analysis; and
4. the appraiser complies with the disclosure requirements set forth in USPAP for extraordinary assumptions."

"A hypothetical condition may be used in an assignment only if:
1. use of the hypothetical condition is clearly required for legal purposes, for purposes of reasonable analysis, or for purposes of comparison,
2. use of the hypothetical condition results in a credible analysis,
3. the appraiser complies with the disclosure requirements set forth in USPAP for hypothetical conditions, and
4. the hypothetical condition is provided to the appraiser in writing by the client or an authorized representative of the client."

An appraiser can neither make an assumption or accept an instruction that is unreasonable or misleading, nor can an appraiser make an assumption that corrupts the validity of the value estimate. Written legal instructions that have proper foundation must be accepted and must be included in the appraisal report.

Following, if applicable, are all extraordinary assumptions and/or hypothetical conditions that affected the analyses, opinions, and conclusions of this report which are explained in the scope of work:
1)The appraisal of the AFTER condition is performed under the hypothetical condition that, as of the appraised date of value, the proposed real property acquisition is completed, any associated construction for the project is complete, and that the construction is consistent with the plats and plans described in this report.

Following, if applicable, are appraiser instructions that affected the analyses, opinions, and conclusions of this report:
None

The Use of Significant Real Property Appraisal Assistance and The Use of Consultant's Report(s)

If professional assistance was provided to the appraiser, the name of the individual(s) providing such assistance must be stated below. This includes significant real property appraisal assistance as well as providers of subsidiary assistance, e.g., appraisers, trainees, registered foresters, architects, attorneys, planning and permitting consultants, engineers, cost estimators, marketing consultants, etc.

If applicable, the following is a description of any necessary or appropriate steps that were performed in the completion of this appraisal assignment that were not previously noted in the scope of work, including a list of the individual(s) providing professional assistance and the type and extent of assistance provided.

SDW Engineering Progress provided Right-of-Way plans for this project.

Declaration of Jurisdictional Exception to the Uniform Standards of Professional Appraisal Practice

In conformity with the requirements of USPAP Standard Rule 2-1(a, b, & c), this section of the appraisal report references those specific laws and regulations that prescribe methods and procedures of appraisal and appraisal reporting contrary to that required by USPAP. Application of the Jurisdictional Exception Rule of the USPAP is hereby declared.

Linking Estimate of Value to Specific Exposure Time:

The Comment to USPAP Standards Rule 1-2(c) states *"when reasonable exposure time is a component of the definition for the value opinion being developed, the appraiser must also develop an opinion of reasonable exposure time linked to that value opinion".* The Comment to USPAP Standards Rule 2-2(a)(vi) and 2-2(b)(viii) states *"when an opinion of reasonable exposure time has been developed in compliance with Standards Rule 1-2(c), the opinion must be stated in the report".* Under Federal appraisal standards, "exposure time" statements are not permitted to appear in appraisal reports prepared for governmental acquisitions. Therefore, pursuant to the authority conveyed to the MDOT through Miss. Code, Sec. 65-1-8 all real property appraisals prepared for the MDOT, whether by staff employees or contracted fee appraisers, shall invoke a Jurisdictional Exception to the requirements of USPAP 2-2(a)(vi) and 2-2(b)(viii) in order to maintain compliance with Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et se*q.,* found at 49 C.F.R. Part 24.103 and stated with specificity in *"The Uniform Appraisal Standards for Federal Land Acquisitions",* Section 1.2.4, Page 10 and Section 4.2.1.2, Page 95.

Consideration of Land Use Regulations:

USPAP Standard Rule 1-3(a) requires analysis of the effect existing land use regulations and reasonably probable modifications to same. This requirement is contrary to Federal appraisal standards. All real property appraisals performed for the MDOT, whether by staff employees or contracted fee appraisers, must disregard any recent rezoning if such rezoning was a consequence of, or in anticipation of, the government project for which the appraisal is being conducted. Therefore, pursuant to the authority conveyed to the MDOT through Miss. Code, Sec. 65-1-8, all real property appraisals shall invoke a Jurisdictional Exception to the requirements of USPAP 1-3(a) in order to maintain compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et se*q.,* and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.103 and stated with specificity in *"The Uniform Appraisal Standards for Federal Land Acquisitions",* Section 4.3.2.4.1, Page 109.

Consideration of Anticipated Public Projects:

USPAP Standard Rule 1-4(f) requires the appraiser to analyze the effect on value of anticipated public improvements located on or off the property appraised. The appraisal requirements of USPAP Standard Rule 1-4(f) are contrary to State and Federal Law regarding appraisals performed for government acquisitions. All real property appraisals performed for the MDOT, whether by staff employees or contracted fee appraisers, must disregard any decrease or increase in the fair market value of real property caused by the government project for which the appraisal is being conducted. Therefore, per Mississippi Law found in the Miss. Code, at Sec. 43-37-3I and Federal Law found in Title III, Sec. 301(3) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et se*q.,* and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.103(b) all real property appraisals performed for the MDOT shall invoke a Jurisdictional Exception to the requirements of USPAP 1-4(f).

Valuation by Market Approach Only (a.k.a. Sales Comparison Method):

Unless specifically prohibited by Law, the MDOT is empowered and directed by statute to adopt such procedures as are advisable and/or necessary for the purpose of obtaining or securing financial assistance, grants or loans from the United States of America, or any agency thereof. All real property appraisals performed for the purpose of governmental acquisitions within the scope of The Uniform Act are authorized to omit cost and income approaches to valuation where sufficient sales data exists to produce a reliable opinion of value by use of the Market Approach alone *(a.k.a. Sales Comparison Approach)*. Therefore, pursuant to the authority conveyed to the MDOT under Mississippi Law and stated in the Miss. Code, at Sec. 65-1-8 and Federal Law under the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et se*q.,* and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.103(a)(3), all real property appraisals performed for the MDOT, whether by staff employees or contracted fee appraisers, shall invoke Jurisdictional Exception to the requirements of Standard Rule 1-4(b, c), and Standard Rule 2-2(a)(x) as it pertains to same.

Additions to the Scope of Work and Comments *(If necessary)*	
The Scope of Work included: a) an inspection of the subject property and the research and collection of data pertaining to recent economic development and real estate sales and leasing activity in Forrest County, Mississippi, as well as other parts of the state. The Sales Comparison approach to value was used. Information was collected from courthouse records, files of reliable real estate professionals, property owners and developers and the search of public records. Search parameters such as dates of sales, leases, locations, sizes, and types of properties were started with relatively narrow constraints and, if necessary, were expanded until the appraiser had either	

retrieved data sufficient (in the appraiser's opinion) to estimate market value, or until the appraiser believed that he had reasonably exhausted the available pool of data. Efforts were made to verify the data with persons directly involved in the transactions such as buyers, seller, brokers, or agents. At the appraiser's discretion, some data were used without personal verification if, in the appraiser's opinion, the data appeared to be correct. In addition, the appraiser considered any appropriate listings or properties found through observation during appraiser's data collection process. The appraiser reported only the data deemed to be pertinent to the valuation problem;

b) has investigated and analyzed any pertinent easements or restrictions, on the fee simple ownership of the subject property. It is the client's responsibility to supply the appraiser with a title report. If a title report is not available, the appraiser will rely on a visual inspection and identify any readily apparent easements or restrictions;

c) has analyzed the data found and has reached conclusions regarding the market value, as defined in the report, of the subject property as of the date of value using appropriate valuation approach(es) identified above;

d) has prepared the appraisal in compliance with the Uniform Standards of Professional Appraisal Practice as promulgated by The Appraisal Foundation and the Code of Professional Ethics and Certification Standard of the Appraisal Institute;

e) has prepared an Appraisal Report, as defined in USPAP, which includes photographs of the subject property, descriptions of the subject neighborhood, the site, and any improvements on the site, a description of the zoning, a highest and best use analysis, a summary of the most important sales used in the appraiser's valuation, a reconciliation and conclusion, and other data deemed by the appraiser to be relevant to the assignment. Pertinent data and analyses not included in the report may be retained in the appraiser's files.

Area & Neighborhood Data

Area Defined	
The area surrounding J M Tatum Industrial Drive is an established industrial corridor dominated by manufacturing, warehousing, trucking, and contractor-service operations. It benefits from quick access to Highway 49 and Interstate 59, giving the district strong regional connectivity for freight and distribution. Major employers such as Kohler and Howard Industries contribute to a stable industrial employment base, while supportive commercial services cluster along Highway 49. The properties along Sullivan Drive transition to residential uses north of Priest's Creek. This area of Hattiesburg has low demand for new residential construction, as most new developments are occurring in the western part of Forrest County and the central business district.	
Subject Location	☒ Urban ☐ Suburban ☐ Rural
Population Growth Rate	☐ Increasing ☒ Stable ☐ Decreasing
Primary Shopping/Trade Center – Area	Hattiesburg
Primary Shopping/Trade Center – County	Forrest
Nearest Employment Center	Hattiesburg

Neighborhood Defined	
The neighborhood surrounding the subject property is a mixture of residential properties along Sullivan Drive, with commercial and light industrial properties along Highway 49. The industrial park lies to the south, transitioning to residential uses north of Priest's creek.	
Neighborhood Zoning	☒ Res. ☐ Comm. ☒ Ind. ☐ Other ☐ None
Neighborhood Utilities	☒ Elec. ☒ Gas ☒ Water ☐ All ☐ Part ☐ Sewage ☐ Other
Neighborhood Imp's	☐ Storm Sewer ☐ Crb/Gtr ☐ Sidewalk ☒ Street Lights ☐ Other
Schools	Hattiesburg High school
Recreational Facilities	Chain Park, the Hattiesburg Zoo
Fire	Northeast Forrest Fire Station #1
Police	Forrest County
Other	

Site Description

(Before – Acquisition - After)

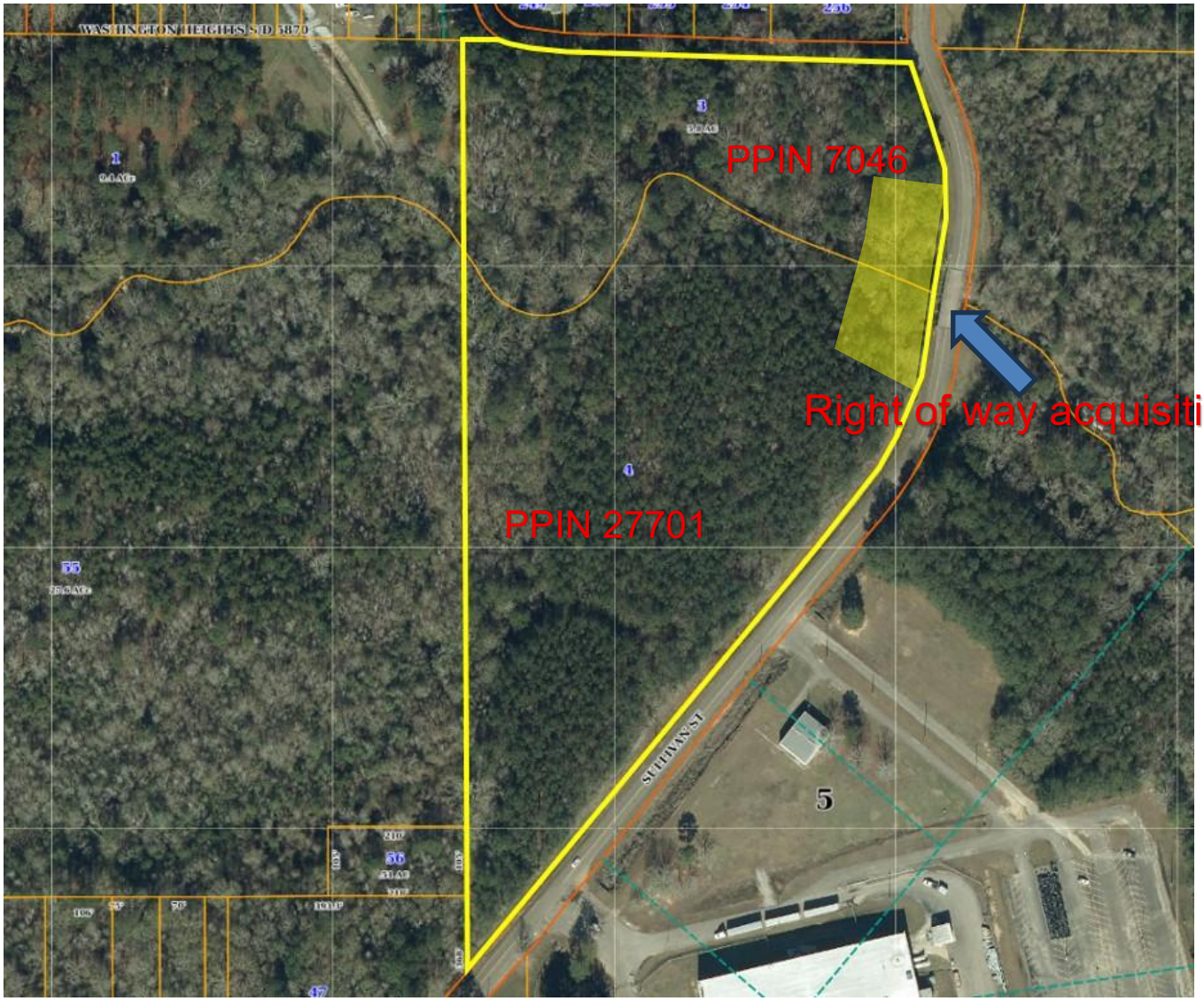
Site Description — Before

An analysis of the subject site is particularly important in estimating its highest and best use. The following is a discussion of the subject site in the Before Condition.

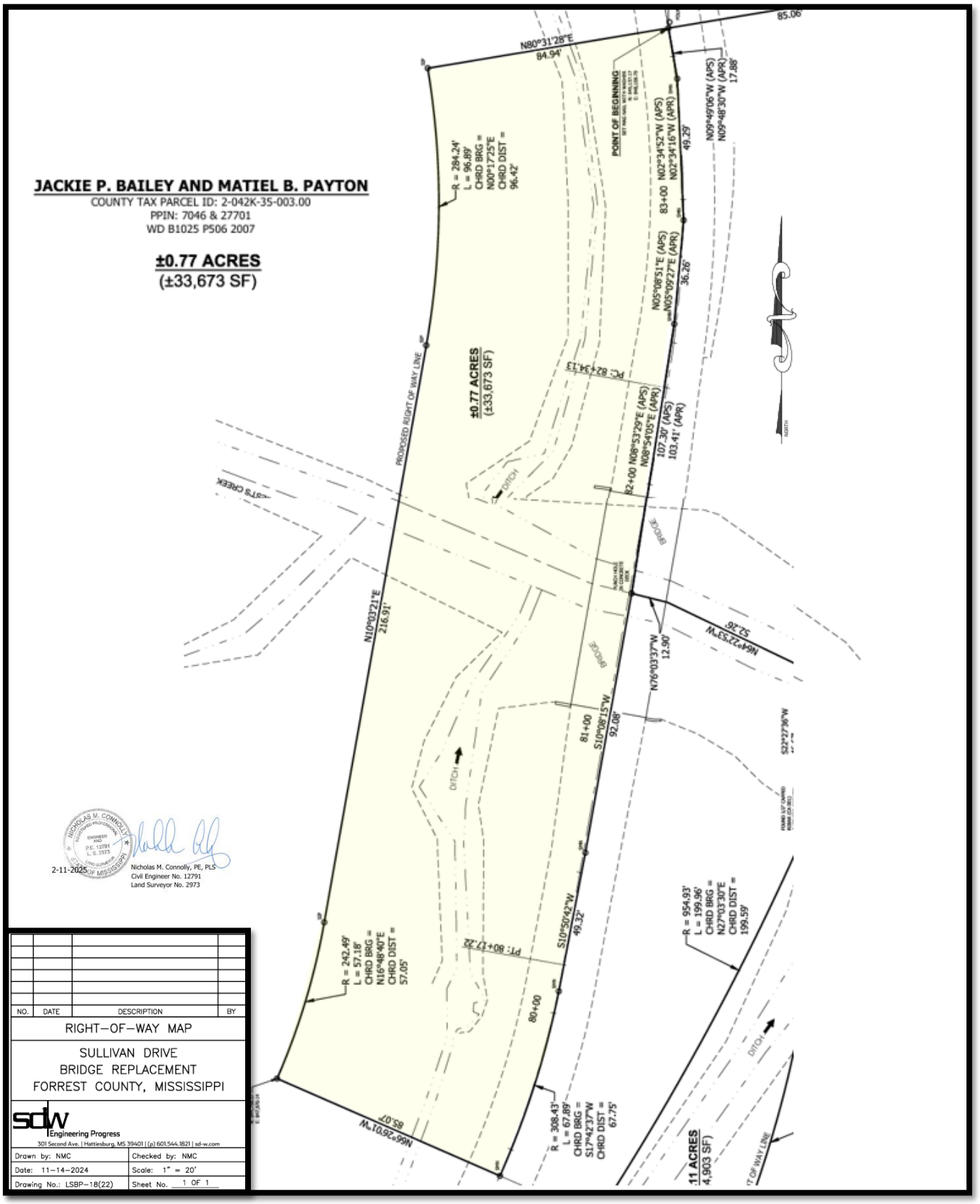
Information, regarding the total ownership, has been obtained by the appraiser from current county records, SDW Engineering Progress provided an acquisition map, with the right of way flagged during inspection. The site is a typical residential lot with paved road access and access to utilities.

Present Use of Site: Vacant wooded land

AERIAL TAX MAP



Survey



JACKIE P. BAILEY AND MATIEL B. PAYTON
COUNTY TAX PARCEL ID: 2-042K-35-003.00
PPIN: 7046 & 27701
WD B1025 P506 2007
±0.77 ACRES
(±33,673 SF)
±0.77 ACRES
(±33,673 SF)
PROPOSED RIGHT OF WAY LINE
POINT OF BEGINNING
N80°31'28"E
84.94'
85.06'
R = 284.24'
L = 96.89'
CHRD BRG =
N00°17'25"E
CHRD DIST =
96.42'
N02°34'52"W (APS)
N02°34'16"W (APR)
49.29'
N09°49'06"W (APS)
N09°48'30"W (APR)
17.88'
83+00
N05°08'51"E (APS)
N05°09'27"E (APR)
36.26'
PC: 82+34.13
82+00
N08°53'29"E (APS)
N08°54'05"E (APR)
107.30' (APS)
103.41' (APR)
N10°03'21"E
216.91'
N76°03'37"W
12.90'
N64°22'53"W
52.26'
81+00
S10°08'15"W
92.08'
S10°50'42"W
49.32'
PT: 80+17.22
80+00
R = 242.49'
L = 57.18'
CHRD BRG =
N16°48'40"E
CHRD DIST =
57.05'
R = 308.43'
L = 67.89'
CHRD BRG =
S17°42'37"W
CHRD DIST =
67.75'
R = 954.93'
L = 199.96'
CHRD BRG =
N27°03'30"E
CHRD DIST =
199.59'
N66°26'01"W
85.07'
DITCH
BRIDGE
NORTH
2-11-2025
Nicholas M. Connolly, PE, PLS
Civil Engineer No. 12791
Land Surveyor No. 2973
NO. | DATE | DESCRIPTION | BY
RIGHT-OF-WAY MAP
SULLIVAN DRIVE
BRIDGE REPLACEMENT
FORREST COUNTY, MISSISSIPPI
sdw Engineering Progress
301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com
Drawn by: NMC
Checked by: NMC
Date: 11-14-2024
Scale: 1" = 20'
Drawing No.: LSBP-18(22)
Sheet No. 1 OF 1

Legal Description of the Total Ownership: This property is located on the west side of Sullivan Drive, south of Monroe Street. Said parcel lies within the NE ¼ of Section 35, Township 4 North, Range 13 West in Forrest County, Mississippi. This property is inside of the Hattiesburg Corporate Limits.

PARCEL "A": Commence at the Northwest corner of the NE ¼ of Section 35, T4N, R13W, Forrest County, Mississippi, and run South and along the west line of said NE ¼ for 350 feet more or less to the center line of Priests Creek, to the point of beginning; thence continue South and along said west line of the NE ¼ for 1,050 feet more or less to the center line of a public road; thence run Northeasterly and along said centerline of a public road 1,240 feet more or less to a point of intersection of the centerline of Priests Creek; thence run westerly and along said centerline of Priests Creek for 750 feet more or less to the point of beginning; said described parcel situated in the West ½ of the NE ¼ and containing 9.4 acres more or less; and

PARCEL "B": begin at the Northwest corner of the NW ¼ of the NE ¼ of Section 35, T4N, R13W, Forrest County, Mississippi, and run South along the west line of the said NW ¼ of the NE ¼ for 350 feet more or less to the centerline of Priests Creek; thence run easterly along said centerline of Priests Creek for 750 feet more or less to the centerline of a public road; thence run northwesterly and along said centerline of a public road 370 feet more or less to the North line of said NW ¼ of the NE ¼; thence run West for 560 feet more or less to the point of beginning; said described property situated in the NW ¼ of the NE ¼, Section 35, T4N, R13W, Forrest County, Mississippi, and containing 4 acres, more or less.

Legal Description From Deed

Location: The property lies along the west side of Sullivan Drive and south of Monroe Street and lies within the Hattiesburg city limits.

Dimensions/Area/Shape: The property is irregular in shape. The total area of the property equals +/-13.40 Acres. A detailed survey delineating the size was not provided, and the overall size of 13.40 Acres has been estimated from tax maps and the legal description on the previous deed.

Frontage/Access: The site has about 1,640' of frontage along Sullivan Drive along the western property boundary. Access is adequate in the before condition.

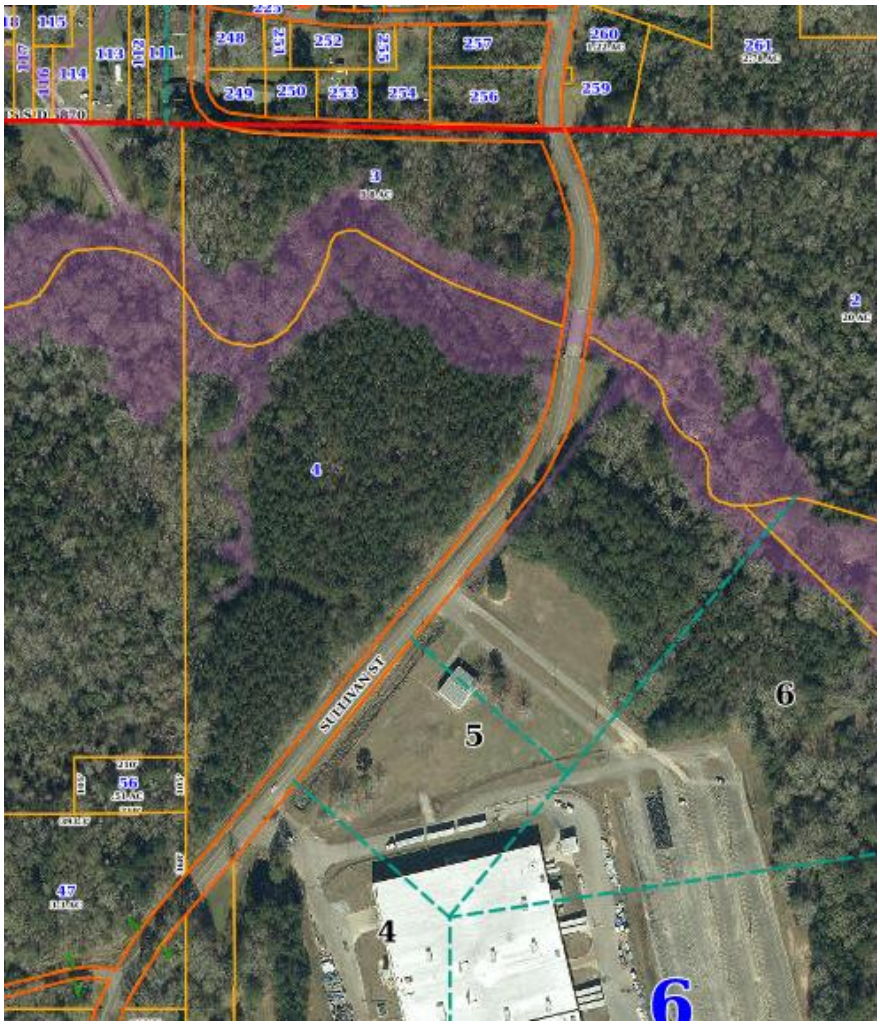
Topography: The site is at road grade along Sullivan Drive. The topography is fairly level throughout the property with a slight dip to the creek. Priests Creek runs in an east to west direction through the center of the property.





Priest Creek on the Bailey property from the bridge

Flood Plain and Drainage Data: According to flood map 28035C0119E, dated November 19th, 2021, roughly 4 acres, or 30% of the property is located in Flood Zone AE, which is a designated flood zone. The remainder is outside the flood hazard zone.



Flood zone data from Forrest County maps

Use Restrictions: The property is zoned A-1; Agricultural District and I-1; Light Industrial District by the City of Hattiesburg. The A-1 zoned property lies north of the creek, while the I-1 zoned property lies south of the creek.

Site Improvements: None.

Off-Site Public Improvements: None.

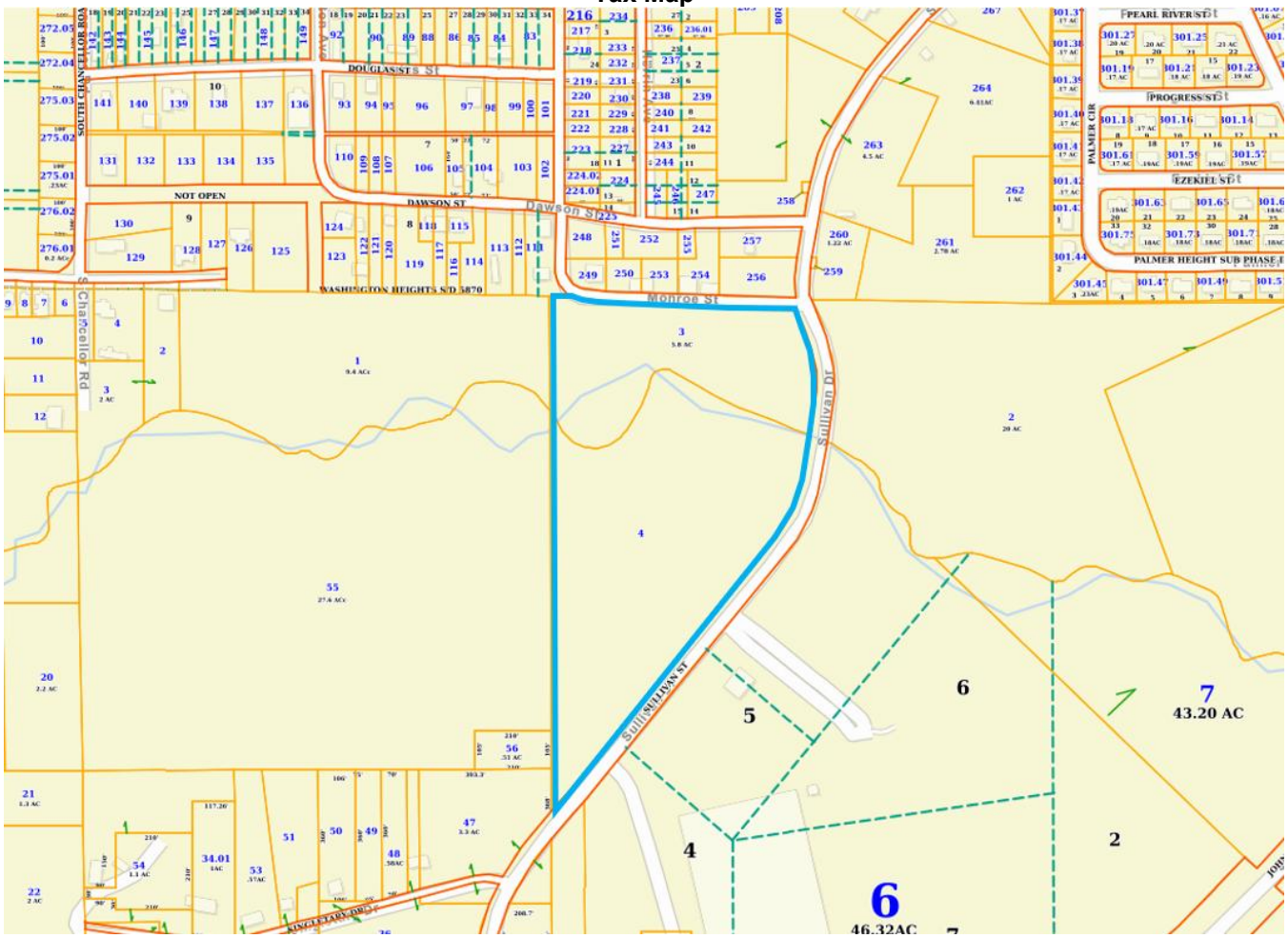
Adjacent Land Uses: Industrial to the south, residential to the north, timberland to the east & west.

Easements/Encumbrances: Typical utility easements along Sullivan Drive.

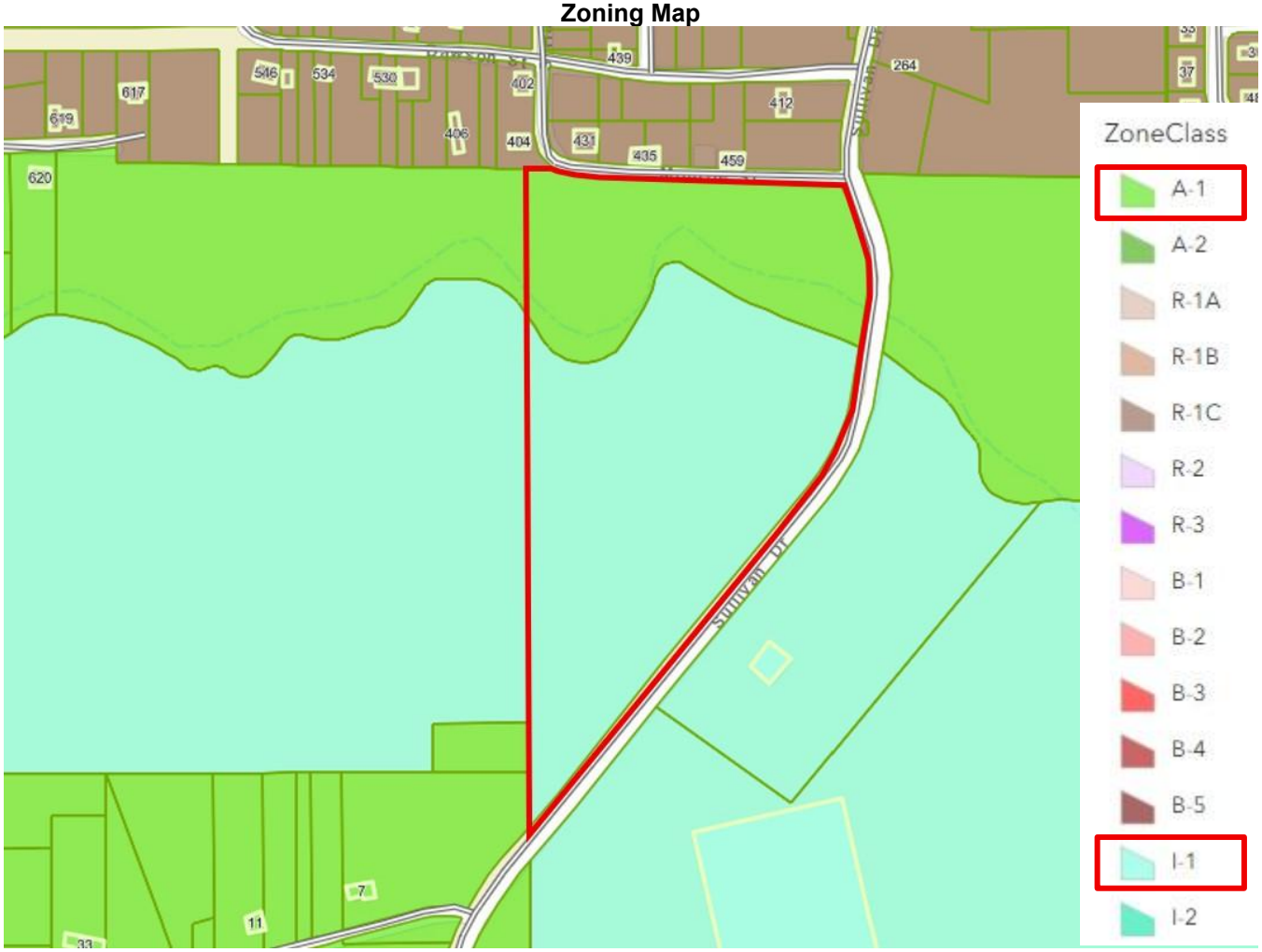
Utilities:

Utility Service	Supplier	Utility Service	Supplier
Electricity	Mississippi Power Company	**Sewer**	City
Gas	Spire Mississippi	**Water**	Palmer's Crossing Utility Assn., Inc.
Garbage Collection	City of Hattiesburg	**Telephone**	Bellsouth
Comments:	*Include additional narrative, as needed.*		
The property is bordered by a large industrial building to the east and older residential homes to the north. There has been little residential development in this area.			

Tax Map


DOUGLASS ST
DAWSON ST
Dawson St
Monroe St
Sullivan Dr
Sull/SULLIVAN ST
S Chancellor Rd
PEARL RIVER ST
PROGRESS ST
EZEKIEL ST
PALMER CIR
PALMER HEIGHT SUB PHASE I
WASHINGTON HEIGHTS S/D 3870
NOT OPEN
KINGSLEARY DR
7
43.20 AC
6
46.32AC

Zoning Map


ZoneClass
A-1
A-2
R-1A
R-1B
R-1C
R-2
R-3
B-1
B-2
B-3
B-4
B-5
I-1
I-2
Sullivan Dr

4.5.1 A-1 Agricultural District	
Description and Purpose.	**Characteristic Development Type**
The purpose of the A-1 Agricultural District is to permit agricultural uses and low-density residential development. This district is consistent with the Rural Residential / Agricultural District in the Comprehensive Plan. The district is intended to encourage and protect rural uses from urbanization until such is warranted and the appropriate change in district classification is made.	
District Uses and Use Standards	See Section 5
District Dimensional Standards	See Section 6
District Development Standards	See Section 7
District Sign Standards	See Section 10

4.5.13 I-1 Light Industrial District.	
Description and Purpose.	**Characteristic Development Type**
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.	
District Uses and Use Standards	See Section 5
District Dimensional Standards	See Section 6
District Development Standards	See Section 7
District Sign Standards	See Section 10

Site Description — Area of Acquisition

Location: The proposed acquisition area for the Bailey Property is a partial take of property along the west side of Sullivan Drive.

Dimensions/Area/Shape: The acquisition area is rectangular in shape. It has rough dimensions of approximately +/- 57.05' x 216.91' x 96.42' x 84.94' x 17.88' x 49.29' x 36.26' x 103.41' x 92.08' x 49.32' x 67.75' x 85.07' (0.77 Acres), located on the eastern property boundary. The acquisition is a polygon that contains 0.77 Acres.

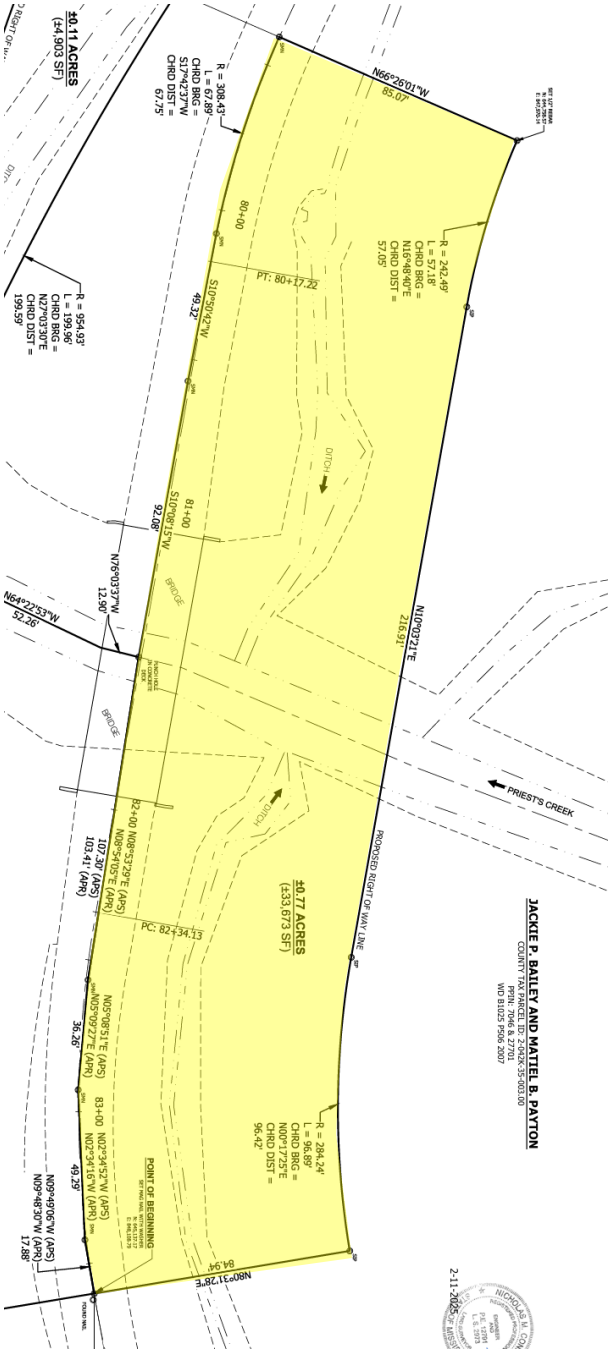
Site Improvements: The acquisition area is heavily wooded with a variety of random growth trees and hardwoods along the creek. There are no other improvements located within the proposed right of way.

Rights to be Acquired for Each Parcel: Fee simple rights for the ROW acquisition.



Looking south along Elks Lake road with the subject to the right

PLAT OF ACQUISTION AREA



The 0.77 Acre acquisition highlighted in yellow.

Items located in the proposed right of way: None

Site Description — After

Dimensions/Area/Shape: The proposed acquisition is partial take of the subject property. In the after condition, the subject property can continue as an industrial and residential property. The property will be reduced by 0.77 acres but will retain its utility and access. There are no access restrictions to the property in the after condition.

Frontage/Access: Continued access along Sullivan Drive in the after condition

Topography: Similar

Flood Plain and Drainage Data: Same as in the before condition.

Use Restrictions: Similar

Site Improvements: Same as in the before condition.

Off-Site Public Improvements: None

Easements/Encumbrances: Same as in the before

Utilities: Same as in the before condition.

Comments:	
The proposed acquisition of the property is a partial take with the site being functional as an industrial and residential property in the after condition	

Items of Real Property Appraised

13.40 Acres of land

Items of Personal Property Not Appraised

None

Whole Tract and Larger Parcel Declaration

Whole Tract Declaration

On those properties where the total ownership and the Larger Parcel are not one-in-the-same, it is possible for a property to contain several Larger Parcels (Highest & Best Use areas). The acquisition may affect more than one Larger Parcel (H&BU area), it is essential that there be a clear declaration by the appraiser as to what part and/or parts of the total ownership are being appraised. This section of the appraisal report declares exactly what was valued in the appraisal process and includes:

- The size of the contiguous total ownership provided to the appraiser by the MDOT
- Declaration of the Larger Parcels (H&BU areas) within the total ownership that are unaffected
- Identification and delineation of the affected Larger Parcels (H&BU areas) described by the following methods as appropriate:
    a. Clearly visible physical features- road, creek, ditch, fence, tree line, etc.
    b. Subdivision boundary, Zoning line, corporate limits, county line, section line, etc.
    c. Dimensioned area as determined by the appraiser

Total "Whole Tract" Declaration and Summary	(Ac./S.F.)
According to the provided deed, the tract is rectangular in shape and contains 13.40 Acres contained in two tax parcels. The entire property is owned by Jackie Bailey & Matiel Payton. This was considered the whole tract.	

Declaration of the Larger Parcel

There are three conditions or tests that are considered in determining the larger parcel, unity of ownership, unity of use, and contiguity. In certain instances, the larger parcel may not include all the lands that are contiguous and under identical ownership. In determining the larger parcel to be appraised, reliance on unity of ownership and unit of use will be given substantial weight. In determining the larger parcel, the following is noted:

Larger Parcel(s) Summary	*(Dimensions, Size, and Use)*
The entire 13.40 Acres was considered the larger parcel and valued in this report. However, due to the zoning differences, different unit values were considered for each portion of the site. The property was valued as 7.60 acre I-1 zoned property, and a 5.80 acre A-1 zoned property.	

Highest and Best Use Analysis

Highest and best use is defined in *The Dictionary of Real Estate Appraisal, Seventh Edition, 2022, page 88,* compiled by the Appraisal Institute as:

> *"The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."*

The highest and best use of land as if vacant and the highest and best use as improved, if applicable, must meet the four criteria above, and the criteria are often considered sequentially. The tests of physically possible and legally permissible uses of the site must be applied before the remaining tests of financial feasibility and maximum productivity.

In determining the highest and best use of the subject in the before and after, the appraiser has considered the following factors:

1. The physical characteristics of the land and improvements, including but not limited to the land's size, shape, public road frontage, topography, soil and sub-soil conditions, physical access, available utilities, location, and surrounding land uses.
2. The legal restrictions that may limit development of the property, including but not limited to zoning requirements, easements, deed restrictions, environmental regulations, lease encumbrances, subdivision covenants, and historic district controls.
3. The uses that meet the first two criteria are analyzed further to determine financially feasible uses.
4. Among the financially feasible uses, the maximally productive use is the highest and best use.

The highest and best use of the larger parcel(s) in the before and after is discussed below:

Highest and Best Use Analysis	

Physically possible: The Bailey property is a medium acreage property with paved road frontage on its eastern and northern border. The physical access to Sullivan Drive and Monroe street would allow for a variety of uses. The size of the tract would allow for most any use that conforms with the zoning requirements.

Legally permissible: The site is located inside of the city limits of Hattiesburg and is zoned A-1; Agricultural District & I-1; Light Industrial by the City of Hattiesburg. The A-1 zoning class is *"to permit agricultural uses and low-density residential development. This district is consistent with the Rural Residential / Agricultural District in the Comprehensive Plan. The district is intended to encourage and protect rural uses from urbanization until such is warranted and the appropriate change in district classification is made."*

The I-1 zoning class 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."*

Financially feasible: The subject is located on Sullivan Drive north of the JM Industrial park. This area has low demand for residential developments, with moderate demand for Industrial properties. Located immediately to the north of the A-1 zoned land are several older residential uses. No new residential development has occurred in this area in many years. Feasible uses for the A-1 zoned site would be as a large residential homesite. This use could utilize the wooded acreage and privacy. High density residential is not likely for the A-1 zoned portion of the site. South of Priest creek is the 7.60 acre site zoned I-1 industrial. There is moderate industrial demand for industrial land, and this is the most likely use for this property.

Maximally Productive: Numerous uses for a particular property may fall under the guidelines of being financially feasible; however, within this range of uses certain specific uses tend to be more productive than others. The specific use which yields the highest net return to land value is considered to be the maximally productive use. The zoning regulations limit the potential uses of the site. The maximally productive use of the A-1 zoned portion of the property would be for a large homesite utilizing the wooded coverage, scenic creek, and privacy provided by the size. The maximally productive use of the land south of the creek would be for an industrial use.

Conclusion of Highest and Best Use: After considering the physical size, location, zoning and access, the highest and best use of the property would be a mixture of residential and industrial uses.

Ownership History and Tax Information

Ownership History

In developing a real property appraisal an appraiser must:

1. Analyze any current agreement of sale, option, or listing of the subject property, if such information is available to the appraiser in the normal course of business.
2. Analyze any prior sales of the subject property that occurred within the following minimum time period of five years.
3. Discuss below (as applicable) the quality and quantity of data available and analyze within the approaches used and the applicability or suitability of the data.
4. When there is a sale of the subject property to the current owner for an undisclosed price, the appraiser must state that he or she attempted to obtain the purchase price and other terms of the transaction without success. (If transaction price could not be verified please explain below.)

Ownership History					
Property Transactions during the last five years to Date:					
Date	**Grantor**	**Grantee**	**Consideration**	**Book/Page**	**Ver.**
11/21/2007	Murphy Payton	Jackie Bailey & Matiel Payton	Unknown	1025/506	WD
Richard Jones conveyed the property to Jackie Bailey & Matiel Payton in April of 2007. There have been no other conveyances in the past 5 years.					

Tax Information			
Tax Parcel I.D. Number	2-042K-35-004.00	**True Value – Land**	$26,600
Millage Rate		**True Value – Improvements**	$0
Property Assessment Rate		**Total - True Value**	
Special Assessments		**Assessed Value**	$26,600

Approaches to Value

All standard techniques used by appraiser in estimating of market value can be grouped into the following three main approaches to value: 1) Sales Comparison Approach, 2) Cost Approach, and 3) Income Capitalization Approach. One or more of these approaches are used in all appraisal assignments. Use of these approaches will depend on the type of property being appraised and quantity and quality of data available for analysis.

Sale Comparison Approach: The process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant when an adequate supply of comparable sales is available. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed. (Chicago: Appraisal Institute, 2022)

Cost Approach: A set of procedures through which a value indication is derived for the fee simple estate by estimating the cost new as of the effective date of the appraisal to construct a reproduction of (or replacement for) the existing structure, including an entrepreneurial incentive; deducting depreciation from the total cost; and adding the estimated land value. The contributory value of any site improvements that have not already been considered in the total cost can be added on a depreciated-cost basis. Adjustments may then be made to the indicated value of the fee simple estate in the subject property to reflect the value of the property rights being appraised. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed. (Chicago: Appraisal Institute, 2022)

Income Capitalization Approach: Specific appraisal techniques applied to develop a value indication for a property based on its earning capacity and calculated by the capitalization of property income. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed. (Chicago: Appraisal Institute, 2022)

Approaches to Value Utilized in this Appraisal Assignment Are:

☐ **Cost Approach** ☐ **Income Capitalization Approach** ☒ **Sales Comparison Approach**

Reason(s) for excluding any approaches to value	
All three approaches to value were considered in the valuation of the subject property. The Sales Comparison Approach was the only approach considered to be applicable in the determination of the land value, and there is a sufficient amount of market data available to estimate the land value of the subject property by using only the sales comparison approach. As “land only” is being valued, the Cost Approach isn’t applicable. Also, there is no income data for similar properties. The Income Approach would not produce a credible assignment result. Due to the property being vacant land, the cost approach and income capitalization approach were not utilized.	

Sales Comparison Approach – (Land) – Before Value
7.60 acres south of Priest Creek

○ Complete Take
◉ Partial Take

Sq. Ft.

Item	Subject	Comp Sale #	1	Comp Sale #	2	Comp Sale #	3
Proximity to Subject		Sullivan Drive		Highway 49		JM Industrial drive	
Sales Price			$7,000		$205,000		$120,000
Price per acre			$7,143.00		$8,542.00		$4,942.00
	Description	**Description**	**+/- Adj.**	**Description**	**+/- Adj.**	**Description**	**+/- Adj.**
Property Rights Conveyed	**Fee, Ease,**	**Fee**		**Fee**		**Fee**	
Adjusted Price			$7,143.00		$8,542.00		$4,942.00
Financing	**Typical**	**Cash**		**Cash**		**Cash**	
Adjusted Price			$7,143.00		$8,542.00		$4,942.00
Condition of Sale	**Arms-Length**	**Arms-Length**		**Arms-Length**		**Arms-Length**	
Adjusted Price			$7,143.00		$8,542.00		$4,942.00
Market Conditions	**Date of Sale**	**11/8/23**	7.50%	**11/8/21**	12.50%	**5/2/24**	5%
Adjusted Price			$7,678.73		$9,609.75		$5,189.10
Location	Ind park	ind. Park	0%	Hwy 49	-10%	Ind. Park	0%
Size **Acres**	7.600	0.980	-10%	24.000	15%	24.280	10%
Topography	Some flood	None	0%	Level	0%	Some flood	5%
Utilities	E-W-S	E, W, S, G	0%	E, G, W, S	0%	E, W ,G	0%
Coverage	Wooded	Wooded	0%	Wooded	0%	Wooded	0%
Access	Paved	Paved	0%	Paved	0%	paved	0%
Other	I-1 zoning	Similar	$0.00	Similar	0%		
Net Adjustment		**(+/-)**	($768.00)		$480.00		$778.00
		Net %	-2.50%	Net %	12.50%	Net %	20.00%
		Gross %	17.50%	Gross %	37.50%	Gross %	20.00%
Adjusted price per lot			$6,910.73		$10,090.00		$5,967.10

Adopted Unit Value **$10,000.00**

Size	Unit of Measure	Rate		
7.600	per acre	$10,000.00		**$76,000**
			Parcel B	**$69,600**
		Total Before Value (Land Only):		**$145,600**
			r/o	**$145,600**

Sales Comparison Approach – (Land) – Before Value
5.80 acres north of Priest Creek

○ Complete Take
◉ Partial Take

Sq. Ft.

Item	Subject	Comp Sale #	4	Comp Sale #	5	Comp Sale #	6
Proximity to Subject		701 Satchel Road		PD Freemand Road		Bowling Circle	
Sales Price			$39,500		$115,000		$80,000
Price per acre			$13,763.00		$8,500.00		$4,908.00
	Description	**Description**	**+/- Adj.**	**Description**	**+/- Adj.**	**Description**	**+/- Adj.**
Property Rights Conveyed	**Fee, Ease,**	**Fee**		**Fee**		**Fee**	
Adjusted Price			$13,763.00		$8,500.00		$4,908.00
Financing	**Typical**	**Cash**		**Cash**		**Cash**	
Adjusted Price			$13,763.00		$8,500.00		$4,908.00
Condition of Sale	**Arms-Length**	**Arms-Length**		**Arms-Length**		**Arms-Length**	
Adjusted Price			$13,763.00		$8,500.00		$4,908.00
Market Conditions	**Date of Sale**	**4/15/21**	12.50%	**10/17/23**	7.50%	**10/14/21**	13%
Adjusted Price			$15,483.38		$9,137.50		$5,521.50
Location	Ind park	E of 49	0%	E of 49	0%	Forrest Co	0%
Size **Acres**	5.800	2.870	-5%	13.530	15%	16.300	15%
Topography	Some flood	No flood	-10%	No flood	-10%	No flood	-10%
Utilities	E-W-S	E, W, S, G	0%	E, G, W, S	0%	E, W ,G	0%
Coverage	Wooded	Wooded	0%	Wooded	0%	Wooded	0%
Access	Paved	Paved	0%	Paved	0%	paved	0%
Other	A-1	A-1	$0.00	A-1	0%	Irregular	20%
Net Adjustment		**(+/-)**	$2,322.00		$457.00		$276.00
		Net %	2.50%	Net %	12.50%	Net %	45.00%
		Gross %	22.50%	Gross %	32.50%	Gross %	65.00%
Adjusted price per lot			$13,160.00		$9,595.00		$5,798

Adopted Unit Value **$12,000.00**

Size	Unit of Measure	Rate		
5.800	per acre	$12,000.00		**$69,600**
			Parcel A	**$76,000**
			Total Before Value (Land Only):	**$145,600**
			r/o	**$145,600**

Sales Comparison Approach – (Land) – After Value

○ Complete Take

◉ Partial Take

Sq. Ft.

Item	Subject	Comp Sale #	L-1a	Comp Sale #	L-3	Comp Sale #	L-14
Proximity to Subject							
Sales Price							
Price Per Unit (Sq. Ft.)			#DIV/0!		#DIV/0!		#DIV/0!
	Description	Description	+/- Adj.	Description	+/- Adj.	Description	+/- Adj.
Property Rights Conveyed	Fee, Ease,						
Adjusted Price			#DIV/0!		#DIV/0!		#DIV/0!
Financing	Typ						
Adjusted Price							#DIV/0!
Condition of Sale	Arms-L						
Adjusted Price							#DIV/0!
Market Conditions	Date o						
Adjusted Price							#DIV/0!
Location							
Size (Sq. Ft.)	12.6						
Topography							
Utilities							
Other							
Access							
Net Adjustment		(+/-)	$1.02	(+/-)	$0.57	(+/-)	($2.13)
		Net %	30.00%	Net %	20.00%	Net %	-30.00%
		Gross %	30.00%	Gross %	20.00%	Gross %	-30.00%
Adjusted Sales Price			$4.41		$3.43		$4.97

SAME ADJUSTMENTS AS PREVIOUS

Size	Unit of Measure	Rate		Adopted Unit Value: $13,000.00
7.215	Per Acre	$8,000.00		$72,150
		5.415 acres Parcel B at $10,000/ac		$64,980
		Total After Value (Land Only):		
			r/o	$137,130
		Difference in Before and After:		$137,130

Explanation of Adjustment-(Land)

(Before and After)

Before Value – Land Adjustments

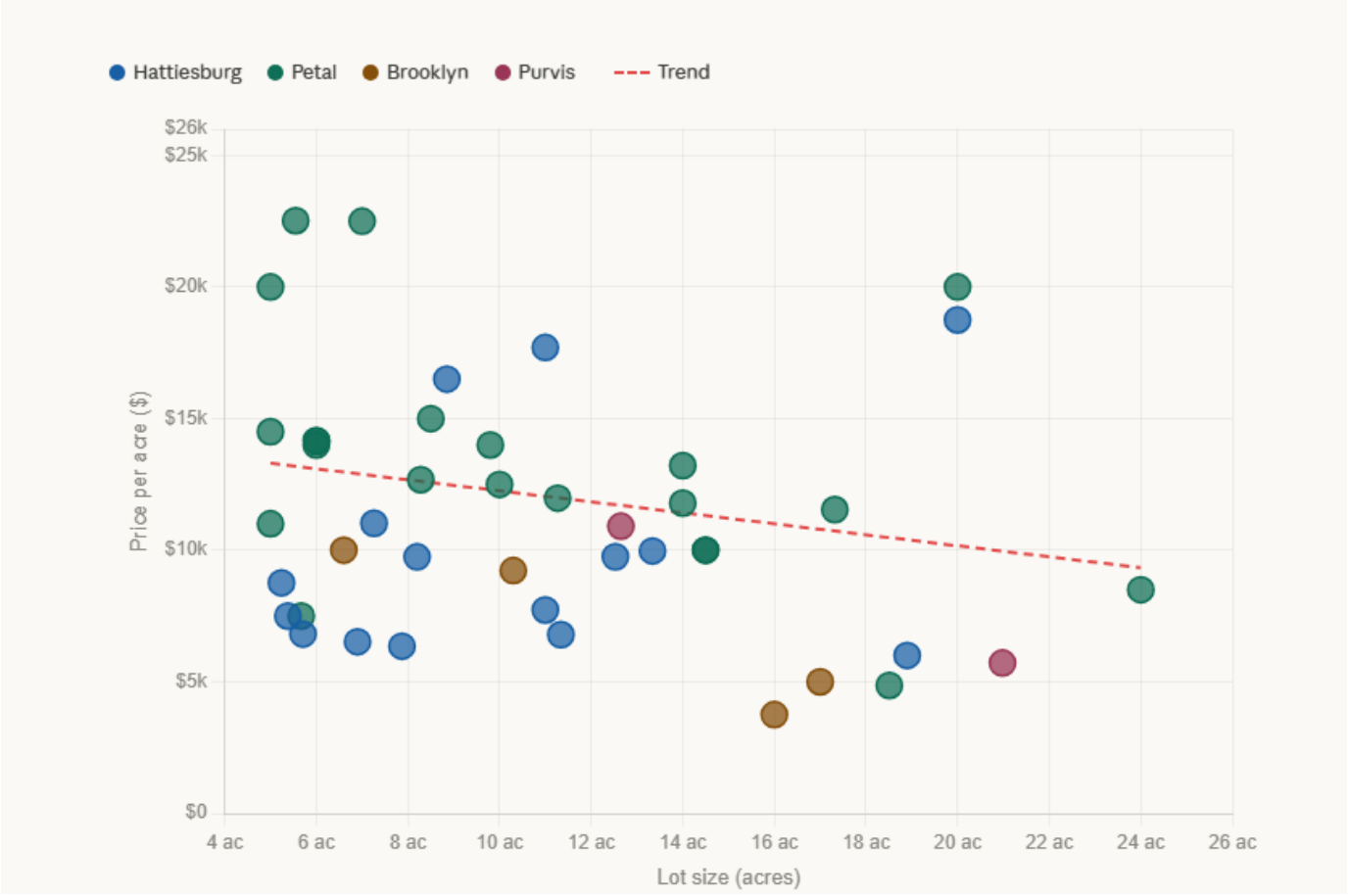
Property Rights Conveyed: Fee Simple

Financing: None Required

Conditions of Sale: None Required; All sales were purchased on cash equivalent terms and were confirmed as being Arm's Length transactions.

Market Conditions: The sales occurred from 2021-2025. The residential market in the area saw a strong uptick in values from 2021/2022, and has generally continued to grow in recent years. However, the industrial market has seen lower activity. For the A1 and I1 sales, an annual adjustment of 2.50% was applied.

Size: The subject has been valued as two separate tracts being a 7.60 acre tract and a 5.80 acre tract. There was insufficient industrial land sales to project a size adjustment. In order to analyze a size adjustment, 43 Forrest transactions were platted in the chart below.



An analysis of 43 closed land transactions within the subject market area indicates that price per acre values exhibit a general decline as tract size increases, consistent with typical behavior of land markets. The scatter chart has wide variances, questioning the strength of the data. Nevertheless, the directional relationship between size and unit value is consistent across both the regression analysis and the bracket groupings, and a size adjustment is considered appropriate and market-supported when comparing land sales of meaningfully different tract sizes. In

comparing the subject to the sales, negative size adjustments were applied to the smaller sales, positive adjustments to the larger sales.

Topography: The subject is mostly level wooded land with only a small portion in a flood zone. This was along the creek but may affect some developments. A minor adjustment was made to the sales with no flood zone.

Zoning; The sales had similar zoning, no adjustments applied.

Before Value - Reconciliation of Land Sales

Parcel A Valuation:

Parcel A is the 7.60 acre I-1 zoned property south of Priest Creek. This site was compared against three other industrial tracts. Prior to any adjustments, the sales ranged from $4942-$7679 per acre. After adjustments, the sales ranged from $5967 - $10,090 per acre. The sales within the nearest proximity were sale 1 and 3, with adjusted unit values of $6911 and $5967 per acre. Sale 3 was much larger, while sale 1 was smaller. Sale 2 was included due to its highest and best use being some sort of light industrial or storage use along Highway 49. Overall, all three sales were given some consideration, and a unit value of $10,000/acre was adopted for the 7.60 acre Parcel A site.

Parcel B Valuation:

Parcel B is the 5.80 acre A-1 zoned property north of Priest Creek. This site was compared against three other residential tracts in the Forrest County area. Prior to any adjustments, the sales ranged from $4,908-$13,763 per acre. After adjustments, the sales ranged from $5,978 - $13,160 per acre.

Sale 4 is a 2.87 acre tract located on Satchel Road just SE of the subject, and sold for $13,763 per acre. This tract was wooded similar to the subject, with no land within a flood zone. This sale was adjusted to $13,160 per acre.

Sale 5 is a 13.53 acre property on PD Freeman road north of the subject. This sale was larger, had no land within a flood zone with similar zoning. This sale was adjusted to $9,595 per acre.

Sale 6 is a 16.30 acre site located on Bowling Circle. This site was irregular in shape and larger. After adjustments, a unit value of $5,748 per acre is indicated .

After adjusting the sales, unit values from $5,748 – $13,160 per acre are indicated. Most preference was put on the two sales most similar in size, and a unit value of $12,000 per acre was adopted for Parcel B.

Value conclusions:

Parcel A	$76,000
Parcel B	$69,600
Total before value	**$145,600**

**The comparable sales were all wooded tracts, with any timber value being included in the sale. Any timber value that lies in the acquisition area is built into the adopted per unit values.*

Explanation of Adjustment-(Land)

(Before and After)

After Value – Land Adjustments

Property Rights Conveyed: Same as in the before value grid.

Financing: Same as in the before value grid.

Conditions of Sale: Same as in the before value grid.

Market Conditions: Same as in the before value grid.

Location: Same as in the before value grid.

Size: Same as in the before value grid.

Topography: Same as in the before value grid.

Utilities: Same as in the before value grid.

Other: Same as in the before value grid.

Explanations of damages (if any): There are no damages to the remainder.

After Value - Reconciliation of Value:

The proposed acquisition of the subject property is a partial take with the majority of the property remaining in the after condition. The acquisition is 0.77 acres, leaving 12.63 acres in the after condition. The acquisition is ½ north of the creek, and ½ south of the creek. For compensation purposes, each parcel has been reduced by 0.385 acres.

Both parcels have the same access, utility and functionality in the after condition. The same sales were utilized for the after value, and the same unit value was applied to each parcel. The resulting AFTER value is summarized below.

Value conclusions:

Parcel A- 7.215 acres @ $10,000/acre	$72,150
Parcel B- 5.415 acres @ $12,000/ acre	$64,980
Total after value	**$137,130**

Final Reconciliation of Value

	Before	After	Difference
Sales Comparison Approach	**$145,600**	**$137,130**	**$8,470**
Cost Approach	**N/A**	**N/A**	**N/A**
Income Approach	**N/A**	**N/A**	**N/A**

Reconciliation
The proposed acquisition of the subject property is a partial take with a remainder of 12.63 acres. The property was valued as two separate parcels due to the differences in zoning and highest and best uses. For this appraisal, I was able to find good market sales for each parcel, which strengthened the overall value conclusion. Following the right of way acquisition, the property will continue to have access to Sullivan drive, and have not lost any utility or functionality. Due to this, the same unit values were adopted in the after condition. The Sales Comparison approach was the only applicable approach used to value the subject property. It utilized recent sales in close proximity, which created supportable opinions and values. The difference in the before and after values indicated a just compensation of $8,470.

The difference between the Fair Market Value of the whole tract and the remainder is **$8,470** as of March 23rd, 2026, and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Recommended Distribution Of Final Value Estimate

For Accounting And Acquisition Purposes Only
(To Be Completed After Appraisal Made)

Sq. Ft.

Fee/Leased Fee Interest

Parcel	Acq. Area	HBU	Land	Improvements		Damages		Total
				Item	Value	Item	Value	
PPIN# 7046	0.77 acres Sq. Ft.	Res/Ind	$8,470					$8,470
								$0
								$0
								$0
								$0
Totals	0.000		$8,470		$0		$0	$8,470

Easements (Permanent / Temporary)

Parcel	Acq. Area	HBU	Land	Improvements		Damages		Total
				Item	Value	Item	Value	
								$0
								$0
								$0
								$0
								$0
Totals	0.000		$0		$0		$0	$0

Quit-Claim Interest / Leasehold

Parcel	Acq. Area	HBU	Land	Improvements		Damages		Total
				Item	Value	Item	Value	
							$0	$0
								$0
								$0
								$0
								$0
Totals	0.000		$0		$0		$0	$0

Total of all Interests	$8,470

Addenda

Terms and Definitions

Agency - the Federal Agency, State, State Agency, or person that acquires real property or displaces a person.

Appraisal – 2020-2023 USPAP defines an appraisal as the act or process of developing an opinion of value; an opinion of value.

Uneconomic Remnant - a parcel of real property in which the owner is left with an interest after the partial acquisition of the owner's property, and which the Agency has determined has little or no value or utility to the owner.

Total Ownership - the total amount of contiguous property, under the ownership of a single legal entity, as indicated by the map provided to the appraiser by the MDOT for an appraisal assignment.

Whole Tract - that amount of property, within the "Total Ownership", as determined by the appraiser, to be affected by the acquisition. The *whole tract* is defined by the appraiser and may be determined to be the same as the total ownership, or some defined area that is less than the "Total Ownership".

Larger Parcel -[1] that tract, or tracts, of land which possesses a unity of ownership and have the same, or an integrated, highest and best use. Elements of consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use. Mississippi Case Law recognizes this concept but refers to it by use of the phrases "Highest and Best Use areas" or "Highest and Best Uses" [2] Designation of the Larger Parcel, for appraisals performed in connection with the disposal of excess property, may require the adoption of a hypothetical condition regarding "unity of ownership".

Excess Property - "(2)...whenever real property, with the exception of easements for highway purposes, has been acquired by the Mississippi Transportation Commission, in any manner, for public use and in the opinion of the commission all or any part thereof becomes unnecessary for public use, the same shall be declared on the minutes of the commission as excess property and sold at private sale at market value."[3]

Disposal - as used in the appraisal of excess property, "means the sale of real property rights therein, including access or air rights, when no longer needed for highway right-of-way or other uses eligible for funding under title 23 of the [U.S.] Code"[4]

Fair Market Value - Fair Market Value is value in exchange. It is "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress".[5]

Effective Date - The date to which an appraiser's analyses, opinions, and conclusions apply; also referred to as *date of value*. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed., s.v. "effective date." (Chicago: Appraisal Institute, 2022)

Date of Report - The date on which the report is transmitted to the client. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed., s.v. "date of report." (Chicago: Appraisal Institute, 2022)

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[1] The Uniform Appraisal Standards for Federal Land Acquisitions, Interagency Land Acquisition Conference, Published by the Appraisal Institute with the cooperation of the U.S. Department of Justice, Washington, D.C. 2016,
[2] Oughton v. Gaddis, 683 So.2d 390 (Miss. 1996)
[3] Mississippi Code of 1972, Annotated, § 65-1-123
[4] United States Code, 23 CFR 710.105
[5] *Potters II v. State Highway Comm'n of Mississipp*i, 608 So. 2d 1227, 1231 (Miss. 1992).

Highest and Best Use - The best or most valuable use to which the property, […..], is adapted. Mere speculative uses cannot be considered. There must be some probability that the land would be used within a reasonable time for the particular use to which it is adapted. There must be a present demand for the land for such purpose or a reasonable expectation of such demand in the near future.[6]

Before and After Rule [Mississippi] - When part of a larger tract of land is taken for public use, the owner should be awarded the difference between the fair market value of the whole tract immediately before the taking, and the fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.[7] Any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property.[8]

Before Value - The fair market value of the whole tract immediately before the taking.[9]

After Value - The fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.

Due Compensation[10]- Just Compensation[11] - the value of the land taken and the damages, if any, which result… as a consequence of the taking, without considering either general benefits or injuries resulting from the use to which the land taken is to be put, shared by the general public.[12]

Damages to Remainder - *[In the context of valuation under the Before and After Rule, it is*] the depreciation in the fair market value of the remaining area, …that is special, and not such as is common to all the property in the neighborhood.[13] In determining damages, if any, to the remainder if less than the whole of a defendant's interest in property is taken, nothing shall be deducted there from on account of the supposed benefits incident to the public use for which the petitioner seeks to acquire the property.[14]

Cost-to-Cure Damages - [the cost or costs associated with] the necessity of rebuilding fences and wells, the necessity of relocating roads, and other similar items. [Such] items are all part of the depreciated value of the property since the landowner is required to do this construction in order to use the property in the manner in which it has been used or for which it is best adapted.[15]

Extraordinary Assumption - An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which if found to be false, could alter the appraiser's opinions or conclusions. Comment: Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends, or the integrity of data used in an analysis. 2020-2023 USPAP

Hypothetical Condition - A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for purpose of analysis. Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic

[6] MSHC v. Brooks, 123 So.2d 423, 427 (1960); MSHC v. Wagley, 231 So.2d 507 (1970);
[7] Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)
[8] Mississippi Code of 1972, Annotated, Section 43-37-3
[9] Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)
[10] Constitution of Mississippi, Article 3, § 17
[11] Mississippi Code of 1972, Annotated, Section 43-37-3
[12] MSHC v. Hillman, 198 So. 565;
[13] MSHC v. Colonial Inn, Inc. 149 So.2d 851;
[14] Mississippi Code of 1972, Annotated, Section 11-27-21;
[15] Emerson v. MSHC, 208 So.2d 441

characteristic of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. 2020-2023 USPAP

Intended User - The client and any other party as identified, by name or type, as users of the appraisal or appraisal review report by the appraiser, based on communication with the client at the time of the assignment. 2020-2023 USPAP

Intended Use - The use of an appraiser's reported appraisal or appraisal review assignment results, as identified by the appraiser based on communication with the client at the time of the assignment. 2020-2023 USPAP

Jurisdictional Exception - An assignment condition established by applicable law or regulation, which precludes an appraiser from complying with a part of USPAP. 2020-2023 USPAP

Supplemental Standards - requirements issued by government agencies, government sponsored enterprises, or other entities that establish public policy which add to the purpose, intent and content of the requirements of USPAP, that have a material effect on the development and reporting of assignment results.

Plottage - the increment of value that often occurs when two or more sites are combined to produce greater utility, resulting in higher productivity or income than could be obtained from the individual smaller sites. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed., s.v. "plottage." (Chicago: Appraisal Institute, 2022)

Assemblage - The combining of two or more parcels, usually but not necessarily contiguous, into one ownership or use; the process that may create plottage value. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed., s.v. "assemblage." (Chicago: Appraisal Institute, 2022)

Assemblage Cost - The excess cost incurred to acquire individual adjacent parcels of real estate in a single ownership beyond the estimated cost of acquiring similar sites that do not form a specifically desired assemblage.

Scope of Work - "the Scope of Work is a written set of expectations that form an agreement or understanding between the appraiser and the agency as to the specific requirements of the appraisal, resulting in a report to be delivered to the agency by the appraiser. It includes identification of the intended use and intended user; definition of fair market value; statement of assumptions and limiting conditions; and certifications…. Either the appraiser or the agency may recommend modifications to the initial Scope of Work, but both parties must approve changes."[16]

[16] Federal Highway Administration, Guide For Preparing An Appraisal Scope of Work, October, 2005

SUBJECT PHOTOS



View of the proposed acquisition area along the east side of Sullivan Drive.



Additional view of the proposed right-of-way area along Sullivan Drive.

SUBJECT PHOTOS



View of the proposed right-of-way area on the west side of Sullivan Drive.

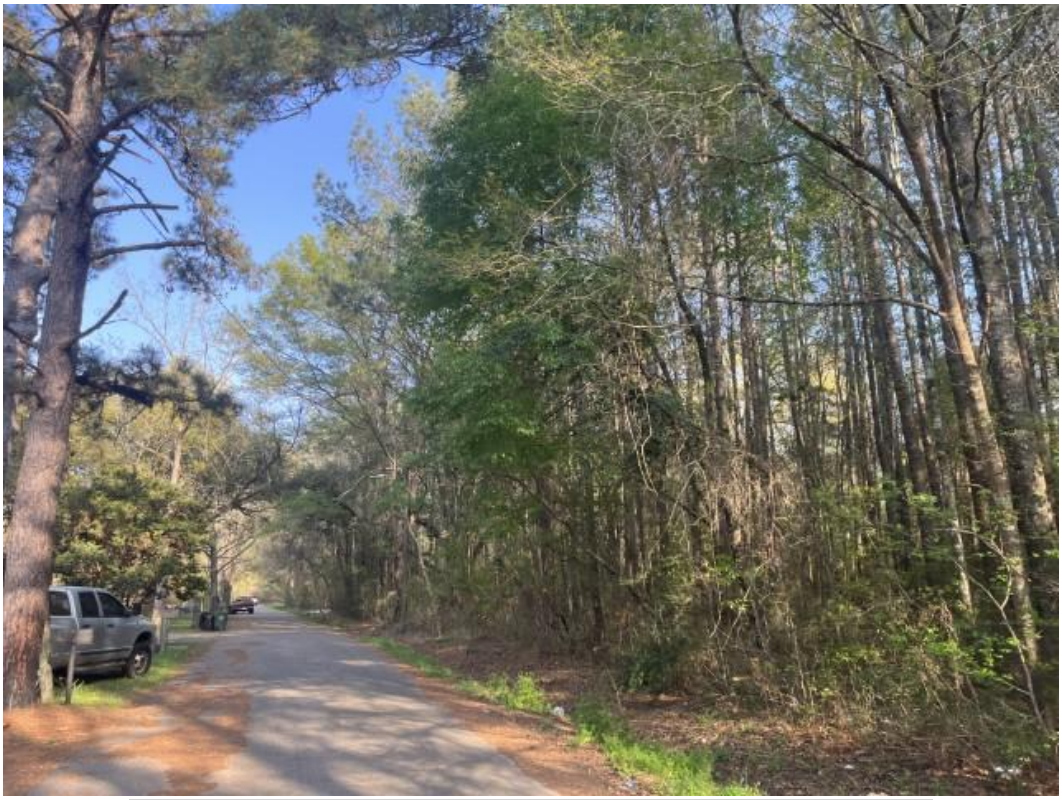


Interior view of the remainder area on the subject property.

SUBJECT PHOTOS

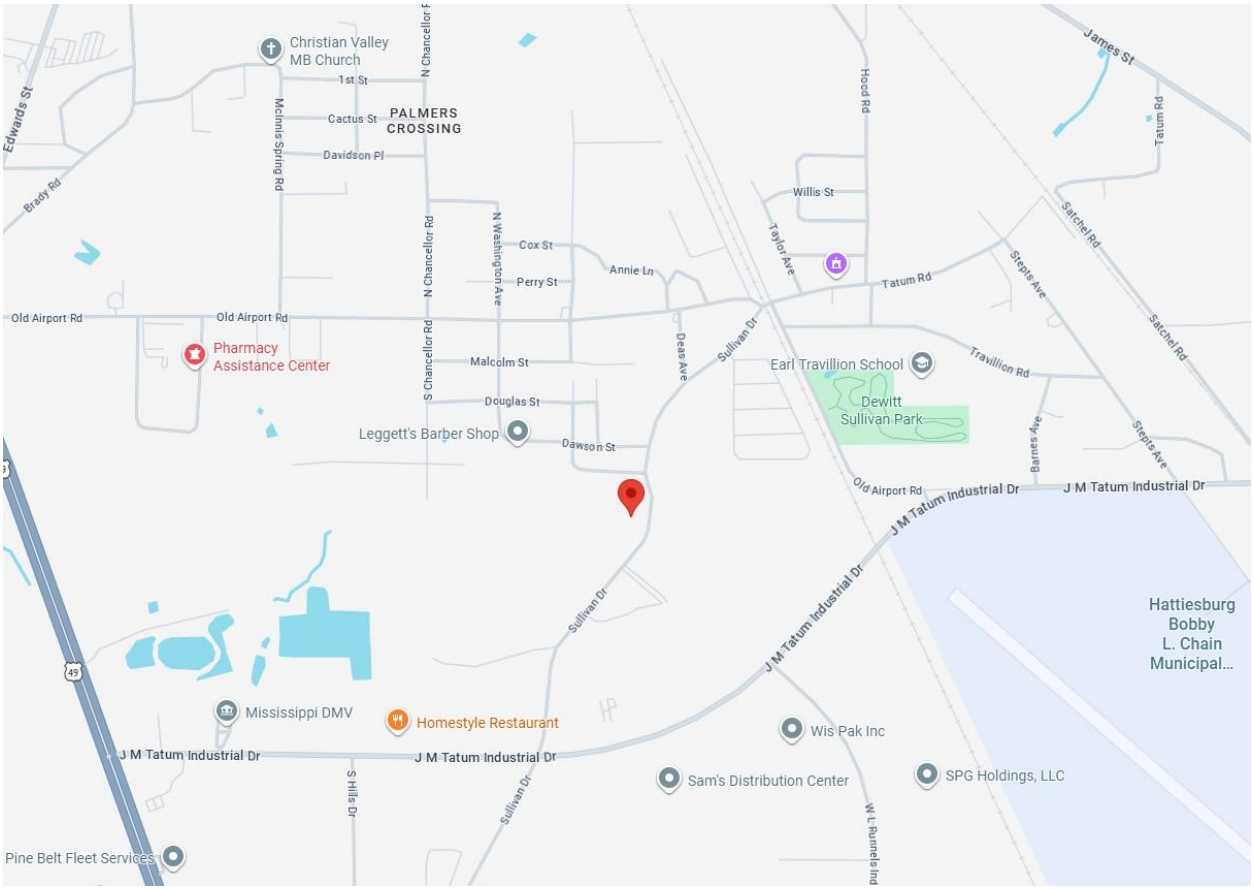


View of the project area.

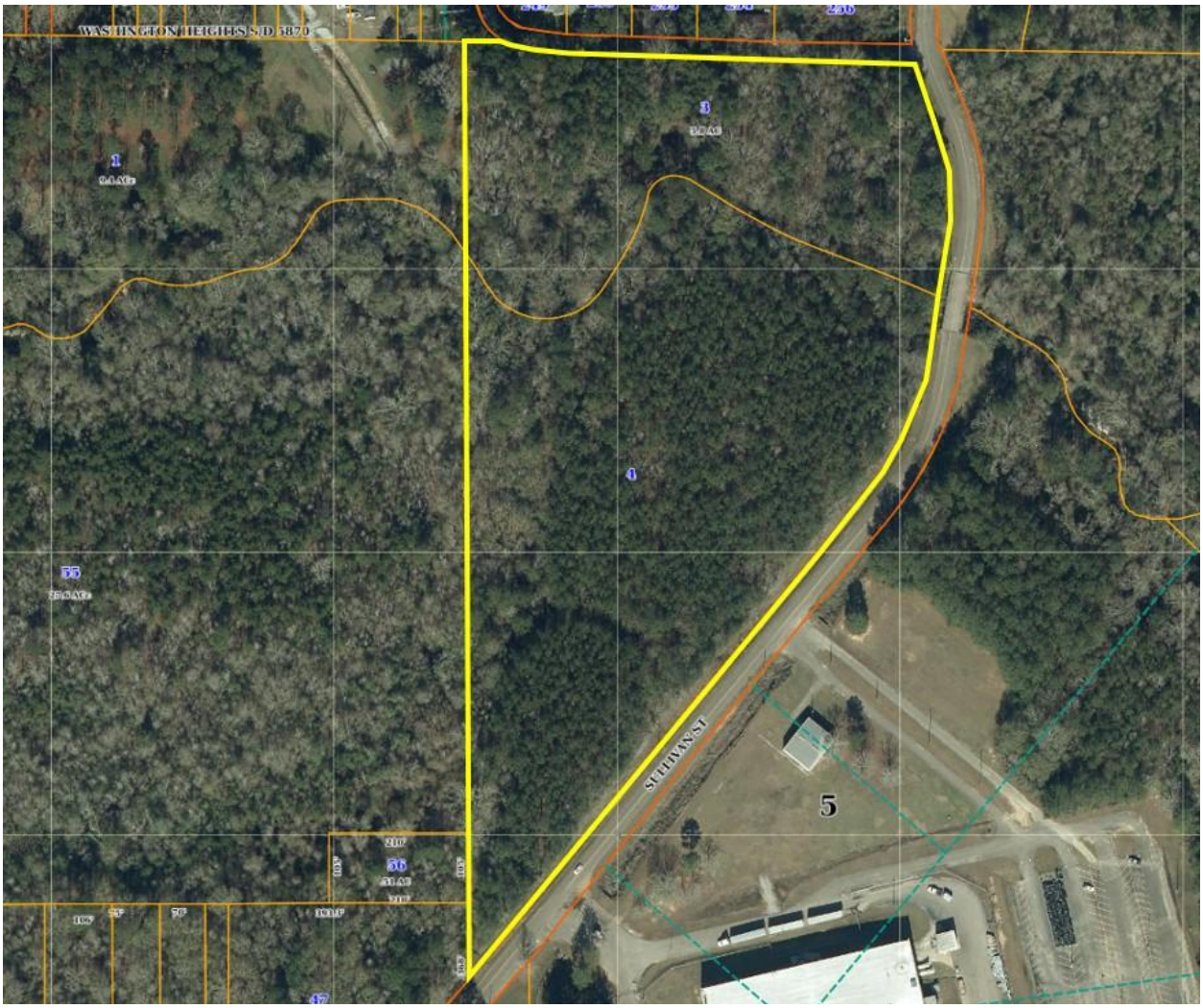


View looking east along Monroe Drive with the subject on the right.

LOCATION MAP



AERIAL MAP



Sketch of Property[17]

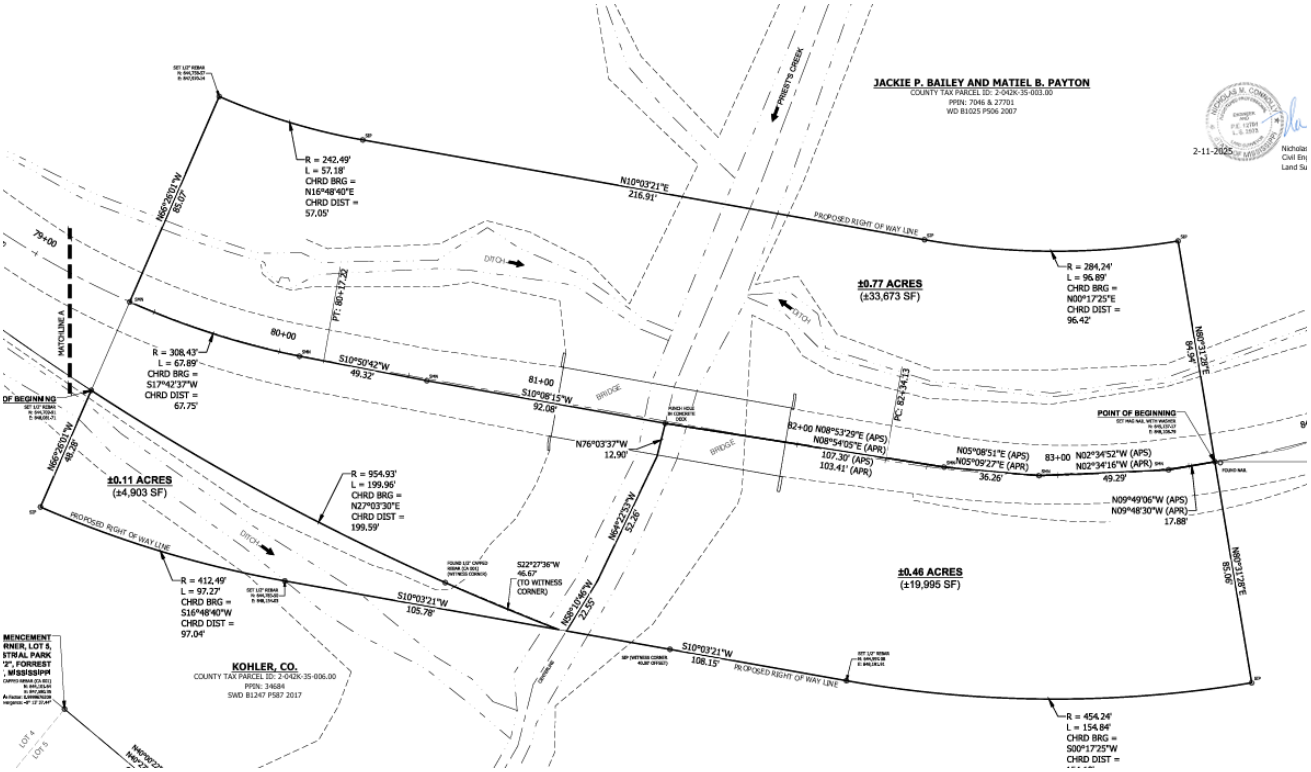
AREAS

Area of Whole Tract - Before: 13.40 Acres or 583,704 sf

Area of Remaining Tract - After: 12.63 Acres or 550,031 sf

Area to be Acquired: 0.77 Acres or 33,673 sf

Directions North



[17] **Sketch Must Show**: ***(Note:** It is not required that the sketch be drawn to scale)*

1. All boundary dimensions.
2. Location of all significant improvements.
3. Location of other significant features (creeks, woods, power lines, access limits, drives, fences, railroads, roads, etc.)
4. Relation of improvements to areas taken.
5. Area to be acquired.
6. Area of remainder(s).
7. Different uses (if appropriate).

Title Work

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MAILING ADDRESS:
P. O. BOX 15517
HATTIESBURG, MS 39404-5517

February 25, 2026

TELEPHONE: (601) 264-3309
FACSIMILE: (601) 264-6044

Ms. Marybeth Bergin
Director of Engineering
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39402

Re: Title examination and opinion relating to the property owned by Jackie P. Bailey and Matiel B. Payton, located in Forrest County, Mississippi.

Dear Ms. Bergin:

Pursuant to your request that we examine title to the property hereinabove generally identified and hereinafter more particularly described and furnish you with our opinion relative to the status thereof, please be advised that we have made a careful and diligent search of the public records, properly indexed, of Forrest County, Mississippi, for a period of more than thirty-one (31) years prior to the date and time hereafter set forth as the same pertain to and affect the real property lying, being situated in Forrest County, Mississippi, 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.

From said examination, assuming that all instruments affecting title to said real property have been properly indexed on the Sectional Index of said County, we find the record title to the surface of the real property to be vested in **JACKIE P. BAILEY AND MATIEL B. PAYTON,** subject to the following exceptions:

1. County and state ad valorem taxes for the years 2023, 2024, and 2025 have been paid. There is also a current liability for 2026 taxes which constitutes a lien on the subject property which will be due on January 1, 2027, and which will not be in default until on or after February 1, 2027.

   PPIN: 7046 Amount: $37.84
   PPIN: 27701 Amount: $52.42

2. Subject to a possible Mississippi State Tax Lien filed against Jackie Bailey. The Mississippi Department of Revenue will need to confirm whether this applies to this property owner.

3. Subject to any and all Covenants and Restrictions of record and of use affecting the property.

4. Subject to any and all easements and right of ways of record and of use affecting the property.

5. Subject to any and all prior and outstanding leases, exceptions, reservations 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.

6. 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 certificate does not express an opinion as to any environmental condition which may be in violation of such laws and is subject to any such condition which may affect the title to said property or lien placed against said property by any lender, individual Corporation or otherwise.

7. Rights or claims of parties in possession not shown by public records.

8. Subject to any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

9. Subject to riparian and other rights created if subject property is bordered by or fronts water.

10. Subject to any and all entities in the chain of title having been validly formed and being in good standing under the laws in the state in which they were formed.

This opinion does not in any manner constitute a guarantee of title to the hereinabove described lands, but is merely the opinion of this office with respect to the title to the property as reflected by the records and instruments which are properly noted in the Sectional Index, and does not extend to problems of adverse possession, errors in survey, or facts which are not shown of record in the Forrest County Courthouse.

This opinion and certificate does not cover the status of the zoning of the subject property under the zoning ordinances of Forrest County, Mississippi, and is subject to any other land use restrictions of applicable governmental units. This opinion does not extend to or determine whether the subject real property lies within a flood hazard zone.

This opinion does not cover any state of facts which would be revealed by an accurate survey or by a physical inspection of the subject real property, including, but not limited to, encroachments, variation in area or in measurements, boundary line disputes, roadways, and matter not of record, including lack of access.

This opinion is addressed to **City of Hattiesburg** and the liability of the undersigned attorney extends only to the said **City of Hattiesburg**. The title research that is contained within this title opinion certificate is intended for the exclusive use of the party to whom it is addressed. The liability of the undersigned firm extends only to the addressee hereof and said liability terminates if this title opinion is used as an update for any other opinion, title insurance commitment or policy.

This opinion does not cover any state of facts affecting the record title to the subject real property subsequent and after **February 13, 2026** at **8:00** o'clock a.m., which date shall be deemed to be, and is, the date and time of this opinion and certificate.

Please be advised that, subject to the above date and time of this opinion and subject to the above-recited exceptions, **JACKIE P. BAILEY AND MATIEL B. PAYTON,** is the record owner of a good and marketable title in and to the subject property.

Any unauthorized duplications or reproductions of this certificate shall render this certificate void and relieve the undersigned from any and all liability hereunder. Further, this certificate may not be relied upon by any person or firm other than the above-named addressee for any purpose whatsoever without the prior written consent of the undersigned. Subsequent reliance contrary hereto shall render this certificate void and relieve the undersigned of any liability hereunder.

Sincerely yours,

JACKSON, TULLOS, ROGERS & MORGAN, PLLC

/s/ Joseph R. Tullos

Joseph R. Tullos

JRT/mb

EXHIBIT "A"

PARCEL "A": Commence at the Northwest corner of the NE ¼ of Section 35, T4N, R13W, Forrest County, Mississippi, and run South and along the west line of said NE ¼ for 350 feet more or less to the center line of Priests Creek, to the point of beginning; thence continue South and along said west line of the NE ¼ for 1,050 feet more or less to the center line of a public road; thence run Northeasterly and along said centerline of a public road 1,240 feet more or less to a point of intersection of the centerline of Priests Creek; thence run westerly and along said centerline of Priests Creek for 750 feet more or less to the point of beginning; said described parcel situated in the West ½ of the NE ¼ and containing 9.4 acres more or less; and

PARCEL "B": begin at the Northwest corner of the NW ¼ of the NE ¼ of Section 35, T4N, R13W, Forrest County, Mississippi, and run South along the west line of the said NW ¼ of the NE ¼ for 350 feet more or less to the centerline of Priests Creek; thence run easterly along said centerline of Priests Creek for 750 feet more or less to the centerline of a public road; thence run northwesterly and along said centerline of a public road 370 feet more or less to the North line of said NW ¼ of the NE ¼; thence run West for 560 feet more or less to the point of beginning; said described property situated in the NW ¼ of the NE ¼, Section 35, T4N, R13W, Forrest County, Mississippi, and containing 4 acres, more or less.

Deed

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 considerations, the receipt and sufficiency of all of which is hereby acknowledged, **I, Murphy Payton,** as Grantor, do hereby sell, convey and warrant unto **Jackie P. Bailey and Matiel B. Payton,** as tenants in common, as Grantees, the following described property situated in Forrest County, Mississippi, to-wit:

PARCEL "A": Commence at the Northwest corner of the NE ¼ of Section 35, T4N, R13W, Forrest County, Mississippi, and run South and along the west line of said NE ¼ for 350 feet more or less to the center line of Priests Creek, to the point of beginning; thence continue South and along said west line of the NE ¼ for 1,050 feet more or less to the center line of a public road; thence run Northeasterly and along said centerline of a public road 1,240 feet more or less to a point of intersection of the centerline of Priests Creek; thence run westerly and along said centerline of Priests Creek for 750 feet more or less to the point of beginning; said described parcel situated in the West ½ of the NE ¼ and containing 9.4 acres more or less; and

PARCEL "B": begin at the Northwest corner of the NW ¼ of the NE ¼ of Section 35, T4N, R13W, Forrest County, Mississippi, and run South along the west line of the said NW ¼ of the NE ¼ for 350 feet more or less to the centerline of Priests Creek; thence run easterly along said centerline of Priests Creek for 750 feet more or less to the centerline of a public road; thence run northwesterly and along said centerline of a public road 370 feet more or less to the North line of said NW ¼ of the NE ¼; thence run West for 560 feet more or less to the point of beginning; said described property situated in the NW ¼ of the NE ¼, Section 35, T4N, R13W, Forrest County, Mississippi, and containing 4 acres, more or less.

THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights of way, easements and the prior reservations of any oil, gas and other minerals.

IT IS AGREED and understood that the taxes for the current year have been pro-rated as of this date on an estimated basis. When said taxes are actually determined, if the pro-ration as of this date is incorrect, then the Grantor(s) agrees to pay to the Grantee(s), or its assigns, any deficit on an actual pro-ration, and likewise, the Grantee(s) agrees to pay to the Grantor(s), or its assigns, any amount overpaid by it.

Witness the execution HEREOF on this the 21st day of November, 2007.

Murphy Payton

STATE OF MISSISSIPPI
FORREST COUNTY
I CERTIFY THE INSTRUMENT
WAS FILED AND RECORDED
2007 NOV 28 AM 9:47
1273/2
WITNESS MY HAND AND SEAL
JIMMY C. HAVARD
CHANCERY CLERK

BOOK 1025 PAGE 0506

State of Mississippi
County of Lamar

PERSONALLY came and appeared before me, the undersigned authority in and for the county and state aforesaid, the within named **Murphy Payton**, who acknowledged that he signed and delivered the above and foregoing Warranty Deed on the day and year therein set out.

WITNESS my hand and official seal of office on this the 21st day of November, 2007.

NOTARY PUBLIC

My Commission Expires:

ANDREA M. GARRETSON NOTARY PUBLIC FORREST COUNTY, MS
MY COMMISSION EXPIRES: June 4, 2011

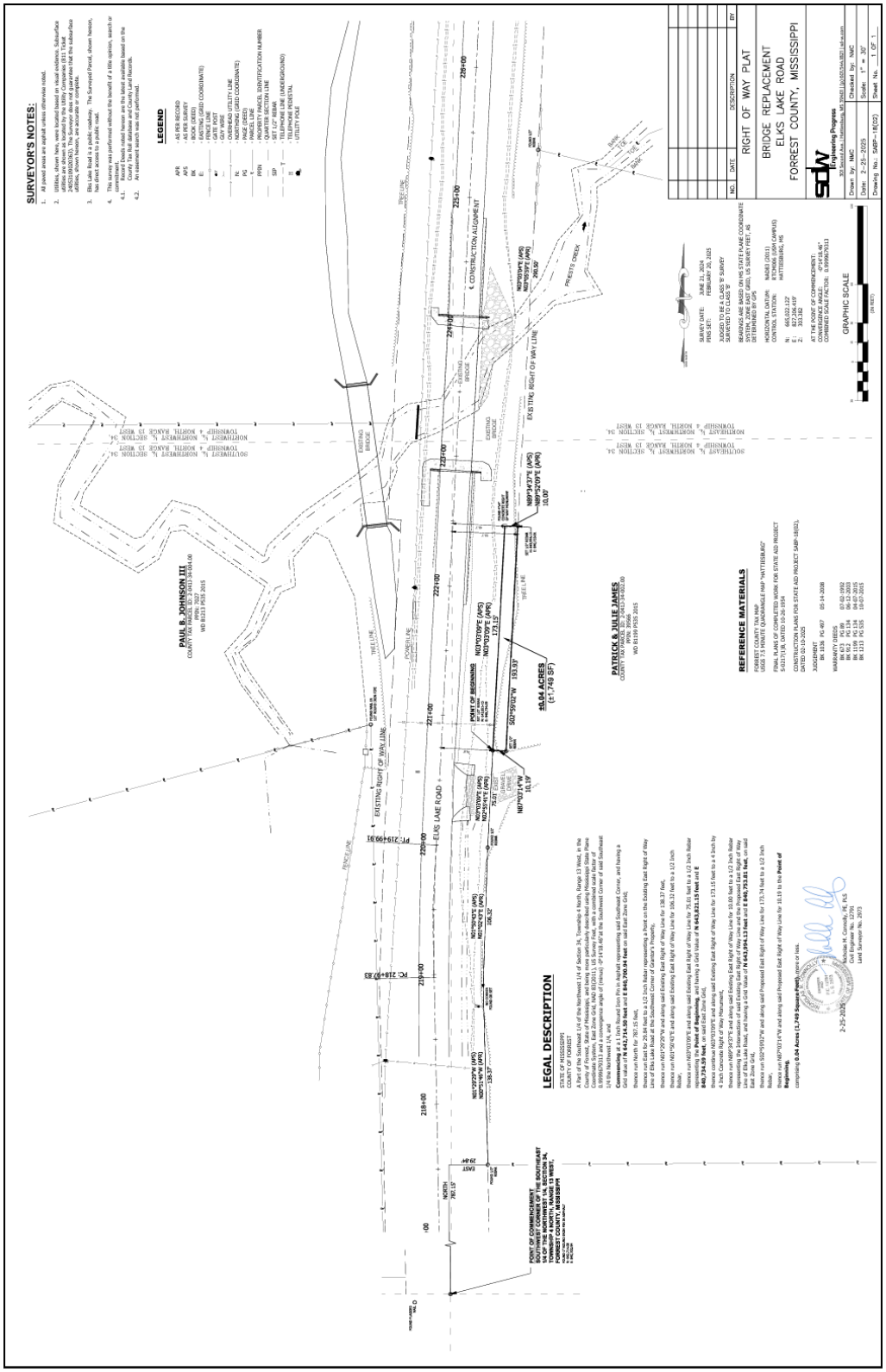
GRANTOR:
616 Lamar Ave
Hattiesburg, MS 39402
Phone No. (601) 264-1346

GRANTEES:
8705 Belmont St
Cypress, CA 90630
Phone No. (601) 264-1396

PREPARED BY AND RETURN TO:
PRESTIGE TITLE, INC.
17 Plaza Drive, Suite 110
Hattiesburg, MS 39402
Telephone 601-296-1123
Facsimile 601-296-1577
OUR FILE NUMBER: 11-07-18.H

BOOK 1025 PAGE 0507

ROW Plat


SURVEYOR'S NOTES:
LEGEND
RIGHT OF WAY PLAT
BRIDGE REPLACEMENT
ELKS LAKE ROAD
FORREST COUNTY, MISSISSIPPI
LEGAL DESCRIPTION
POINT OF BEGINNING
POINT OF COMMENCEMENT
REFERENCE MATERIALS
PAUL B. JOHNSON III
PATRICK & JULIE JAMES
EXISTING RIGHT OF WAY LINE
ELKS LAKE ROAD
±0.64 ACRES
(±1,749 SF)
GRAPHIC SCALE

Property Appraisal Link

FORREST COUNTY, MS

Current Date **3/16/2026** Tax Year **2025**

APPRAISAL INQUIRY

PARCEL 2-042K-35-004.00	**ALT PARCEL NUMBER** 267 -0000-035-003.01
PPIN 027701	**SKETCH** 1
OWNER NAME	BAILEY JACKIE P
OWNER ADDRESS	5217 RISING SUN LANE ELLICOTT CITY MD21043
PROPERTY ADDRESS	
PROPERTY IS VACANT (Y/N) Y	
FIELD WORK BY **DATE:** / /	
CLASSED BY **DATE:** / /	
REVIEWED BY **DATE:** / /	
REALTOR CODE	

LEGAL DESCRIPTION

1	POB INTSEC DEPRIEST CRK & W
2	BORDER NE1/4 RUN ELY ALG CRK
3	TO C/L PUBLICRD SELY ALG RD TO
4	W BORDER NE 1/4 N1080 FT TO
5	POB CONT 7.6 AC MOL B 441 P
6	709 8-17-77
7	PREV #:H1081-00-003A

Block 035 **Section** 35 **Township** 04N **Range** 13W

Book 1025 **Page** 506 **Type** WD **Date** 11/21/2007

LOT INFORMATION

LOT CODE ALL **LOT SIZE** **LOT VALUE**

CODE	FRONT FT	DEPTH	PRICE	DEPTH TABLE	DEPTH %	ADJ. %	DESCRIPTION	ADJ PRICE	APPRAISED	CLASS
*** NO LOT INFO ***										

ACRE INFORMATION

ACRES	TYPE	QUAL CLASS	PRICE CODE	UNCULTIVATED CODE	PRICE	ADJ. %	DESCRIPTION	APPRAISED	MARKET
7.60	A	2	1	U	243.00	1.00		1850	26600

ACREAGE VALUE	1850	**OVERALL VALUE**	1850
LAND USE CODE CLASS 1 9100 UNDEVELOPED AND UNUSED L			
LAND USE CODE CLASS 2 9100 UNDEVELOPED AND UNUSED L			

BUILDING DESCRIPTIONS

NUMBER	CODE	BUILDING DESCRIPTION	VALUE	ELIGIBLE CLASS 1
*** NO BUILDING INFO ***				

TOTAL PARCEL VALUE 1850

Property Appraisal Link

FORREST COUNTY, MS

Current Date **3/27/2026** Tax Year **2025**

APPRAISAL INQUIRY

PARCEL 2-042K-35-003.00	**ALT PARCEL NUMBER** 167 -0000-035-003.00
PPIN 007046	**SKETCH** 1
OWNER NAME	BAILEY JACKIE P
OWNER ADDRESS	5217 RISING SUN LANE ELLICOTT CITY MD21043
PROPERTY ADDRESS	
PROPERTY IS VACANT (Y/N) Y	
FIELD WORK BY BT **DATE:** 8/10/1982	
CLASSED BY BT **DATE:** 8/10/1982	
REVIEWED BY **DATE:** / /	
REALTOR CODE	

LEGAL DESCRIPTION

1	COM NW COR NE1/4 S 370FT TO
2	CREEK TH ELY ALG CREEK TO W
3	EDGE OF RD THNLY 370FT ALG RD
4	TO N/L NE1/4 W 560FT TO POB
5	CONT 5.8 AC
6	PREV #:1135010-010

Block 035 **Section** 35 **Township** 04N **Range** 13W

Book 1025 **Page** 506 **Type** WD **Date** 11/21/2007

LOT INFORMATION

LOT CODE ALL **LOT SIZE** **LOT VALUE**

CODE	FRONT FT	DEPTH	PRICE	DEPTH TABLE	DEPTH %	ADJ. %	DESCRIPTION	ADJ PRICE	APPRAISED	CLASS
*** NO LOT INFO ***										

ACRE INFORMATION

ACRES	TYPE	QUAL CLASS	PRICE CODE	UNCULTIVATED CODE	PRICE	ADJ. %	DESCRIPTION	APPRAISED	MARKET
5.80	A	2	1	U	243.00	1.00		1410	23200

ACREAGE VALUE	1410	**OVERALL VALUE**	1410
LAND USE CODE CLASS 1 8100 AGRICULTURAL			
LAND USE CODE CLASS 2 8100 AGRICULTURAL			

BUILDING DESCRIPTIONS

NUMBER	CODE	BUILDING DESCRIPTION	VALUE	ELIGIBLE CLASS 1
*** NO BUILDING INFO ***				

TOTAL PARCEL VALUE 1410

Delta Tax

Property Link

FORREST COUNTY, MS

Current Date **3/27/2026**

Tax Year 2025

Records Last Updated **3/27/2026**

PROPERTY DETAIL		
OWNER	BAILEY JACKIE P	**ACRES :** 7.60
	5217 RISING SUN LANE	**LAND VALUE :** 1850
		IMPROVEMENTS : **NA**
	ELLICOTT CITY MD 21043	**TOTAL VALUE:** 1850
		ASSESSED : 278
PARCEL	2-042K-35-004.00	
ADDRESS	**NA**	

TAX INFORMATION			
YEAR 2025	**TAX DUE**	**PAID**	**BALANCE**
COUNTY	18.83	18.83	0.00
CITY	15.33	15.33	0.00
SCHOOL	18.26	18.26	0.00
TOTAL	52.42	52.42	0.00

LAST PAYMENT DATE 11 / 24 / 2025

MISCELLANEOUS INFORMATION			
EXEMPT CODE		**LEGAL**	POB INTSEC DEPRIEST CRK & W
HOMESTEAD CODE	None		BORDER NE1/4 RUN ELY ALG CRK
TAX DISTRICT	1110		TO C/L PUBLICRD SELY ALG RD TO
PPIN	027701		W BORDER NE 1/4 N1080 FT TO
SECTION	35		POB CONT 7.6 AC MOL B 441 P
TOWNSHIP	04N		709 8-17-77
RANGE	13W		PREV #:H1081-00-003A
			B 1025 P 506 11/21/2007
Book 1025	**Page** 506		

TAX PAID HISTORY

Year	Owner	Total Tax	Paid(Y/N)
2021	BAILEY JACKIE P	56.47	Y LAST PAYMENT DATE 1/31/2022
2020	BAILEY JACKIE P	58.88	Y LAST PAYMENT DATE 1/28/2021
2019	BAILEY JACKIE P	60.65	Y LAST PAYMENT DATE 2/ 1/2020
2018	BAILEY JACKIE P	63.06	Y LAST PAYMENT DATE 3/ 5/2019
2016	BAILEY JACKIE P	55.17	Y LAST PAYMENT DATE 8/27/2017

Property Link
FORREST COUNTY, MS

Current Date **3/27/2026**

Tax Year 2025
Records Last Updated **3/27/2026**

PROPERTY DETAIL

OWNER	BAILEY JACKIE P	**ACRES :** 5.80
	5217 RISING SUN LANE	**LAND VALUE :** 1410
		IMPROVEMENTS : **NA**
	ELLICOTT CITY MD 21043	**TOTAL VALUE:** 1410
		ASSESSED : 212
PARCEL	2-042K-35-003.00	
ADDRESS	**NA**	

TAX INFORMATION

YEAR 2025	**TAX DUE**	**PAID**	**BALANCE**
COUNTY	14.36	14.36	0.00
CITY	11.69	11.69	0.00
SCHOOL	11.79	11.79	0.00
TOTAL	37.84	37.84	0.00

LAST PAYMENT DATE 11 / 24 / 2025

MISCELLANEOUS INFORMATION

EXEMPT CODE		**LEGAL**	COM NW COR NE1/4 S 370FT TO
HOMESTEAD CODE	None		CREEK TH ELY ALG CREEK TO W
TAX DISTRICT	4130		EDGE OF RD THNLY 370FT ALG RD
PPIN	007046		TO N/L NE1/4 W 560FT TO POB
SECTION	35		CONT 5.8 AC
TOWNSHIP	04N		PREV #:1135010-010
RANGE	13W		B 1025 P 506 11/21/2007

Book 1025 **Page** 506

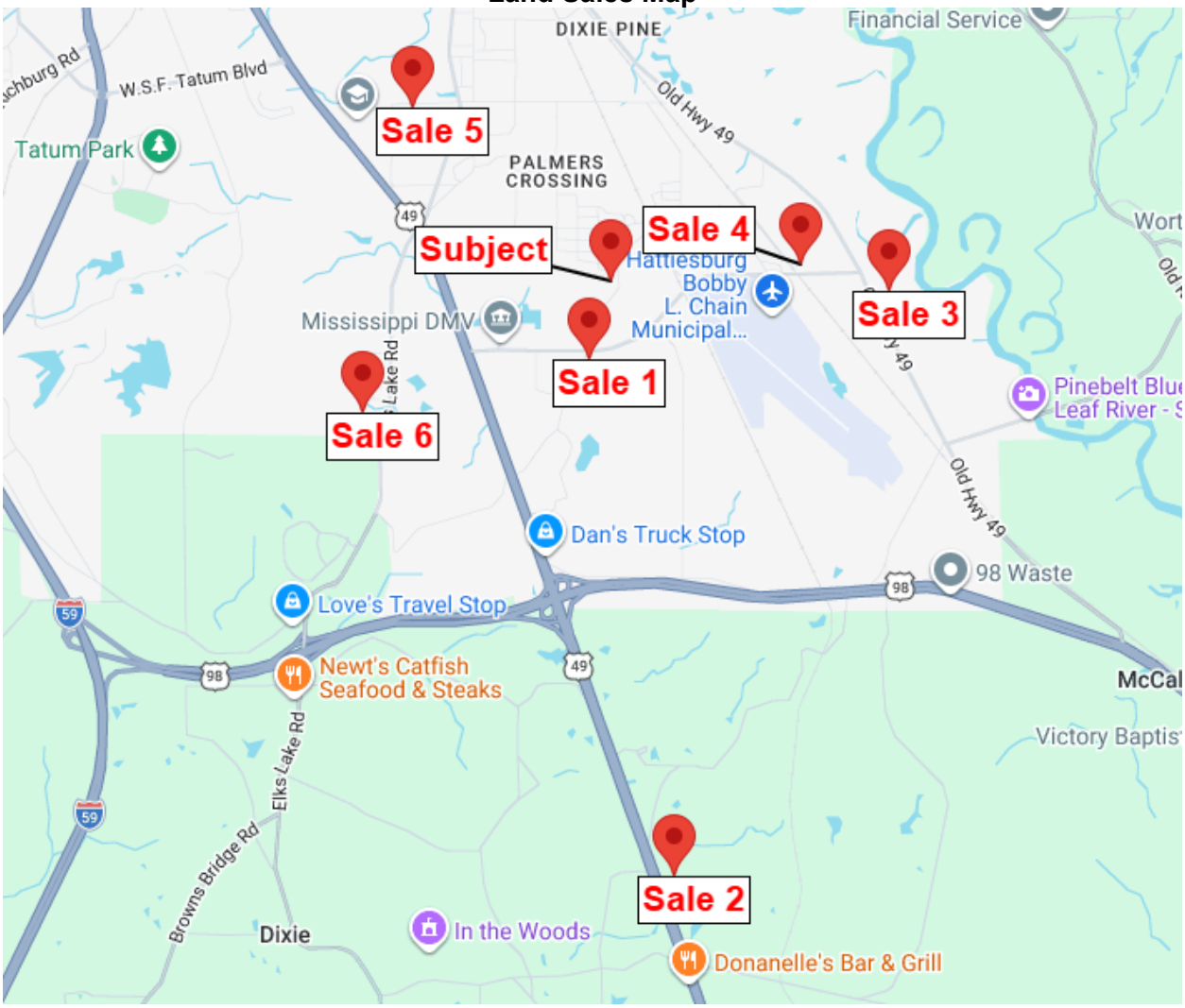
TAX PAID HISTORY

Year	**Owner**	**Total Tax**	**Paid(Y/N)**
2021	BAILEY JACKIE P	40.46	Y LAST PAYMENT DATE 1/31/2022
2020	BAILEY JACKIE P	42.03	Y LAST PAYMENT DATE 1/28/2021
2019	BAILEY JACKIE P	43.93	Y LAST PAYMENT DATE 2/ 1/2020
2018	BAILEY JACKIE P	45.53	Y LAST PAYMENT DATE 3/ 5/2019
2016	BAILEY JACKIE P	39.59	Y LAST PAYMENT DATE 8/27/2017

COMPARABLE LAND SALES SUMMARY TABLE

No.	Location	Sale Date	Price	Size in Acres	Price/ Acre
1.	100 Sullivan Drive	11/08/2023	$7,000	0.980	$7,143
2.	4474 US 49	11/08/2021	$205,000	24.000	$8,542
3.	998 J M Tatum Industrial Drive	05/02/2024	$120,000	24.280	$4,942
4.	701 Satchel Road	04/15/2021	$39,500	2.870	$13,763
5.	P D Freeman Road	10/17/2023	$115,000	13.530	$8,500
6.	Bowling Circle	10/14/2021	$80,000	16.300	$4,908

Land Sales Map



Land Sale No. 1



Property Identification

Record ID	10113
Property Type	Industrial, Industrial
Property Name	Industrial land
Address	100 Sullivan Drive, Hattiesburg, Forrest County, Mississippi 39401
Tax ID	PPIN 27761
Latitude, Longitude	N31.265830, W-89.272360

Sale Data

Grantor	Amaru Carol XI
Grantee	Harvey Richard
Sale Date	November 08, 2023
Deed Book/Page	1454/203
Property Rights	Fee Simple
Marketing Time	134
Conditions of Sale	Arm's Length
Financing	Cash
Verification	MLS 133651; JN confirmed with Adell Osgood (agent), March 25, 2026

Sale Price	$7,000
Cash Equivalent	$7,000
Adjusted Price	$7,000

Land Sale No. 1 (Cont.)

Land Data

Zoning	I-1, Industrial
Shape	Irregular
Landscaping	Wooded
Flood Info	28035C0119E
User 5	11/19/2021
User 6	Zone X

Land Size Information

Gross Land Size	0.980 Acres or 42,689 SF
Front Footage	185 ft Total Frontage: 185 ft Sullivan Drive;

Indicators

Sale Price/Gross Acre	$7,143
Sale Price/Gross SF	$0.16
Sale Price/Front Foot	$38

Remarks

Small wooded tract at the corner of JM Industrial and Sullivan Drive. The property was cleared and graveled after purchase. Flat site at the corner of Sullivan and JM Tatum.

Land Sale No. 2





Property Identification

Record ID 9276

Land Sale No. 2 (Cont.)

Property Type	Highway commercial, Highway commercial
Property Name	Vacant land
Address	4474 US 49, Hattiesburg, Forrest County, Mississippi 39402
Tax ID	1-054 -14-071.00 / PPIN 5601
Latitude, Longitude	N31.220250, W-89.263630
User 1	Section 14, T3N, R13W

Sale Data

Grantor	Chad & Melissa Anderson
Grantee	C Anderson properties LLC
Sale Date	November 08, 2021
Deed Book/Page	1388/283
Property Rights	Fee Simple
Marketing Time	25
Conditions of Sale	Arm's Length
Financing	Cash
Verification	MLS 126227
Sale Price	$205,000
Cash Equivalent	$205,000
Adjusted Price	$205,000

Land Data

Topography	generally flat, at highway grade
Utilities	Electric, Gas, Water
Shape	Irregular
Landscaping	Partially Cleared, Partially Wooded
Flood Info	28035C0160D
User 5	03/02/2010
User 6	Zone X

Land Size Information

Gross Land Size	24.000 Acres or 1,045,440 SF
Front Footage	1,400 ft Total Frontage: 1,400 ft

Indicators

Sale Price/Gross Acre	$8,542
Sale Price/Gross SF	$0.20
Sale Price/Front Foot	$146

Land Sale No. 2 (Cont.)

Remarks

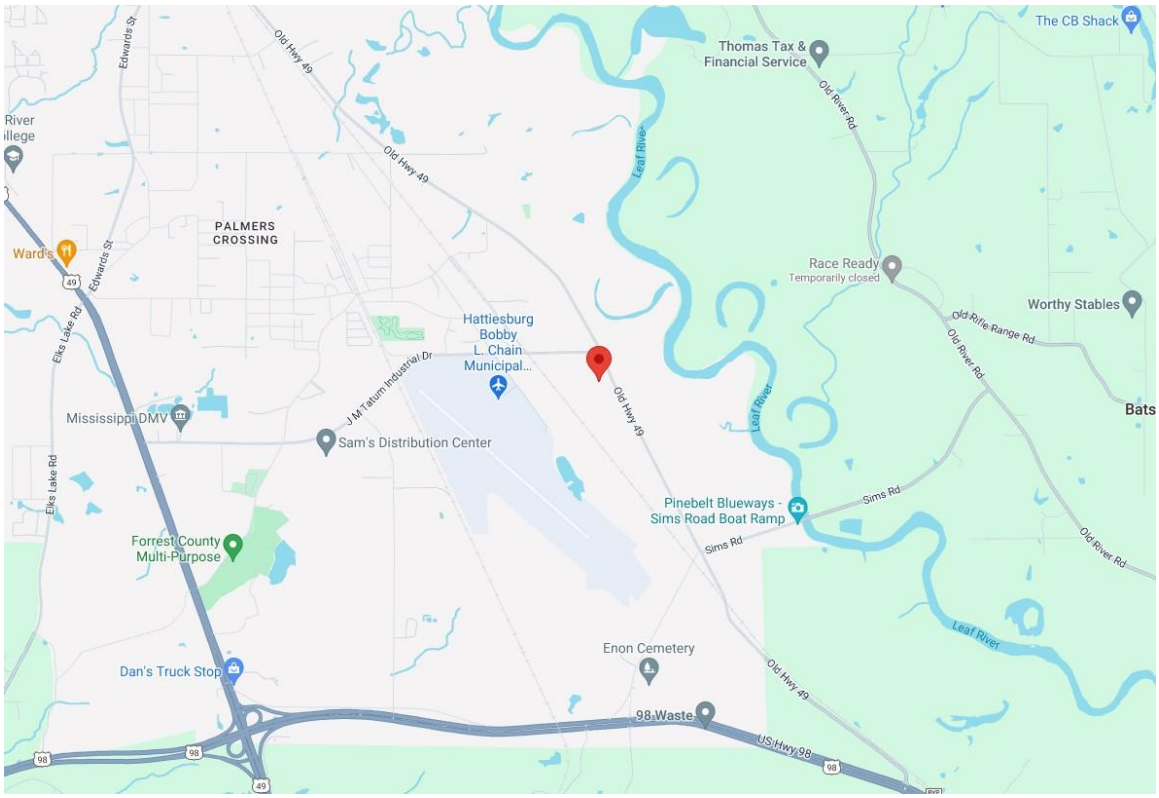
Large site located on the east side of Highway 49 just south of Ralston road , north of Camp Shelby. Good location for light trucking or warehousing. The site was partially open, generally level for construction, and was located at a highway median crossing. A metal office/ light industrial building was built on the site after purchase.

Land Sale No. 3



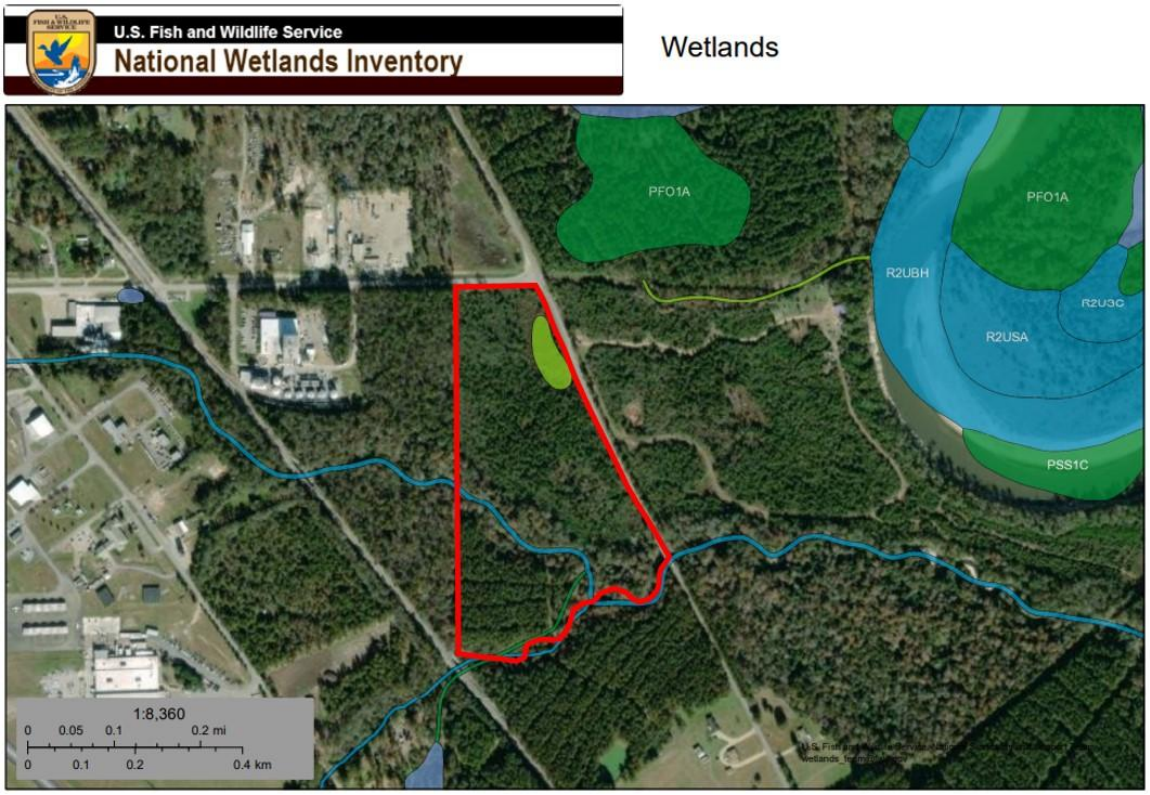


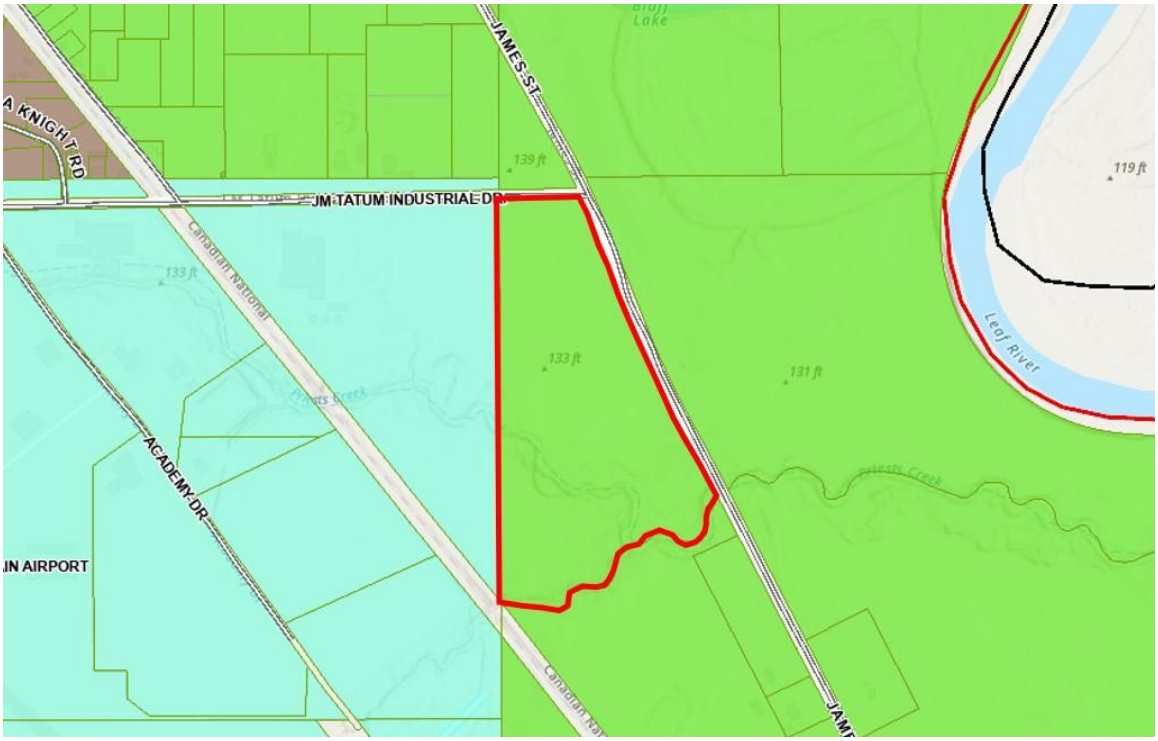
Land Sale No. 3 (Cont.)





Land Sale No. 3 (Cont.)





Land Sale No. 3 (Cont.)

Property Identification

Record ID	9389
Property Type	Commercial Land, Commercial/Business
Property Name	Vacant Land
Address	998 J M Tatum Industrial Drive, Hattiesburg, Forrest County, Mississippi 39401
Location	On the southwest corner of J M Tatum Industrial Dr. and Old Hwy 49
Tax ID	2-043 -31-003.02 / PPIN 46427
Latitude, Longitude	N31.271830, W-89.241470
User 1	Section 31, T04N, R12W

Sale Data

Grantor	Advanced BioCatalytics Corporation
Grantee	Ernest K. & Elisa P. Collins
Sale Date	May 02, 2024
Deed Book/Page	1447/357
Property Rights	Fee Simple
Marketing Time	49 days
Conditions of Sale	Arm's Length
Financing	Cash
Verification	MLS 136946
Sale Price	$120,000
Cash Equivalent	$120,000
Adjusted Price	$120,000

Land Data

Zoning	A-1, Agricultural District
Topography	Level
Utilities	All City available
Shape	Irregular
Landscaping	Wooded
Fencing	None
Flood Info	28035C0140E
User 5	11/19/2021
User 6	Mostly Zone X; +/-9 acres in Zone AE

Land Size Information

Gross Land Size	24.280 Acres or 1,057,637 SF
Useable Land Size	15.280 Acres or 665,597 SF, 62.93%
Front Footage	2,016 ft Total Frontage: 1,606 ft James St/ Old Hwy 49; 410 ft J M Tatum Industrial Dr.;

Land Sale No. 3 (Cont.)

Indicators

Sale Price/Gross Acre	$4,942 Actual or $4,942 Adjusted
Sale Price/Gross SF	$0.11 Actual or $0.11 Adjusted
Sale Price/Useable Acre	$7,853 Actual or $7,853 Adjusted
Sale Price/Useable SF	$0.18 Actual or $0.18 Adjusted
Sale Price/Front Foot	$60 Actual or $60 Adjusted

Remarks

This property was 25.00 acres of industrial property within Hattiesburg city limits, Forrest County Industrial Park and is a corner lot, level open land. The property has road Frontage to JM Tatum Industrial Park Rd and James St. This property was on market for 49 days. Listed for $125,000 and sold for $120,000. Roughly 40% in a flood zone
George Null inspected the property on May 15th, 2024.
Section 31, T04N, R12W

Land Sale No. 4



Property Identification

Record ID	10112
Property Type	Industrial, Industrial
Property Name	Residential/ Industrial land
Address	701 Satchel Road, Hattiesburg, Forrest County, Mississippi 39401
Tax ID	2-042H-25-040.00 / PPIN 6673
Latitude, Longitude	N31.274140, W-89.250610
User 1	Section 25, T4N, R13W

Sale Data

Grantor	Robert Porter
Grantee	Ernst Collins
Sale Date	April 15, 2021
Deed Book/Page	1364/730
Property Rights	Fee Simple
Marketing Time	14
Conditions of Sale	Arm's Length
Financing	Cash
Verification	MLS 124773

Sale Price	$39,500
Cash Equivalent	$39,500
Adjusted Price	$39,500

Land Sale No. 4 (Cont.)

Land Data

Zoning	A-1/I-1, Industrial
Topography	Level
Flood Info	28035C0119E
User 5	11/19/2021
User 6	Zone X

Land Size Information

Gross Land Size	2.870 Acres or 125,017 SF
Front Footage	205 ft Total Frontage: 205 ft Satchel Road;

Indicators

Sale Price/Gross Acre	$13,763
Sale Price/Gross SF	$0.32
Sale Price/Front Foot	$193

Remarks

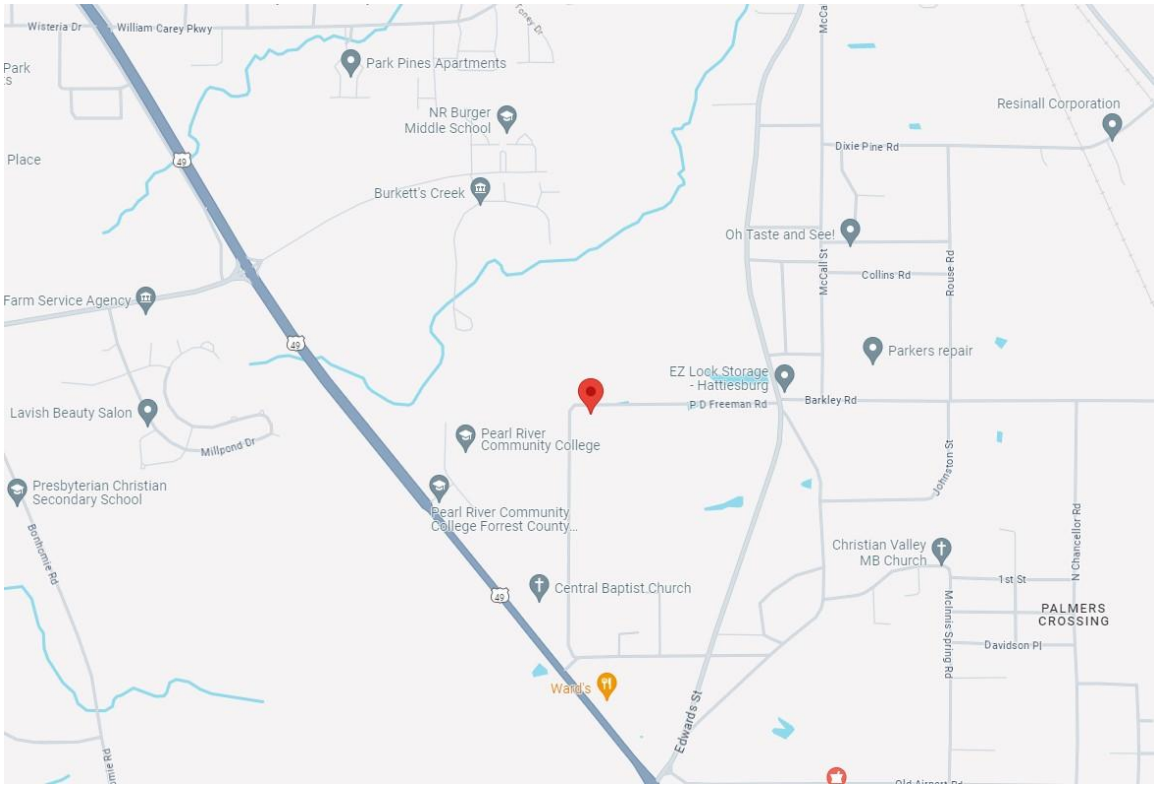
Wooded lot on Satchel road adjacent to the Industrial park. The lot was zoned A-1 Agricultural but is across the street from JM Industrial drive. Potential for industrial uses with rezoning.

Land Sale No. 5





Land Sale No. 5 (Cont.)





Land Sale No. 5 (Cont.)



Property Identification

Record ID	9390
Property Type	Agricultural Land
Property Name	+/- 13.53 Acres on PD Freeman Road (Corner)
Address	P D Freeman Road, Hattiesburg, Forrest County, Mississippi 39401
Location	Hattiesburg
Tax ID	2-041B-27-001.00 / PPIN 6961
Latitude, Longitude	N31.287900, W-89.290570
User 1	Section 27, T4n, R13W

Sale Data

Grantor	Gladys R. Reid
Grantee	Orlando Stevenson Jones, Jr.
Sale Date	October 17, 2023
Deed Book/Page	1433/444
Property Rights	Fee Simple
Marketing Time	21
Conditions of Sale	Arm's Length
Financing	Cash
Sale Price	$115,000
Cash Equivalent	$115,000
Adjusted Price	$115,000

Land Sale No. 5 (Cont.)

Land Data

Zoning	A-1, Agricultural District
Topography	Level; At Grade
Utilities	Electric, Gas, Water
Shape	Rectangular
Landscaping	Mostly Wooded; Partially Cleared
Flood Info	28035C0116E
User 5	11/19/2021
User 6	Zone X

Land Size Information

Gross Land Size	13.530 Acres or 589,367 SF
Front Footage	1,740 ft Total Frontage: 1,285 ft South side of PD Freeman Rd; 455 ft East side of PD Freeman Rd;

Indicators

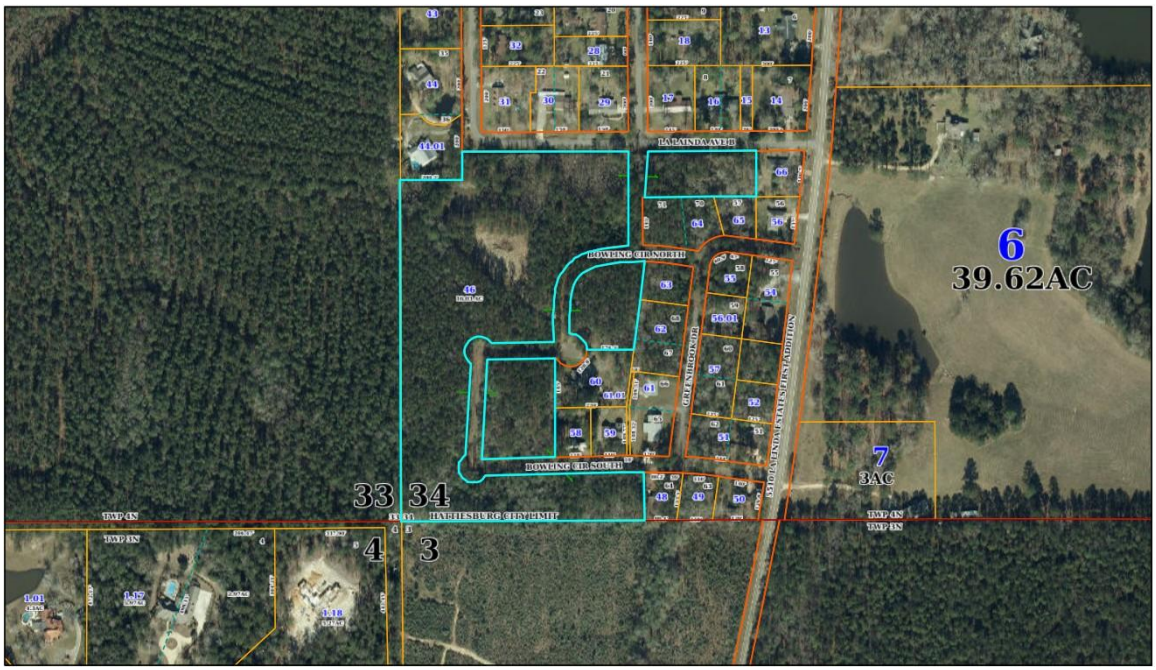
Sale Price/Gross Acre	$8,500
Sale Price/Gross SF	$0.20
Sale Price/Front Foot	$66

Remarks

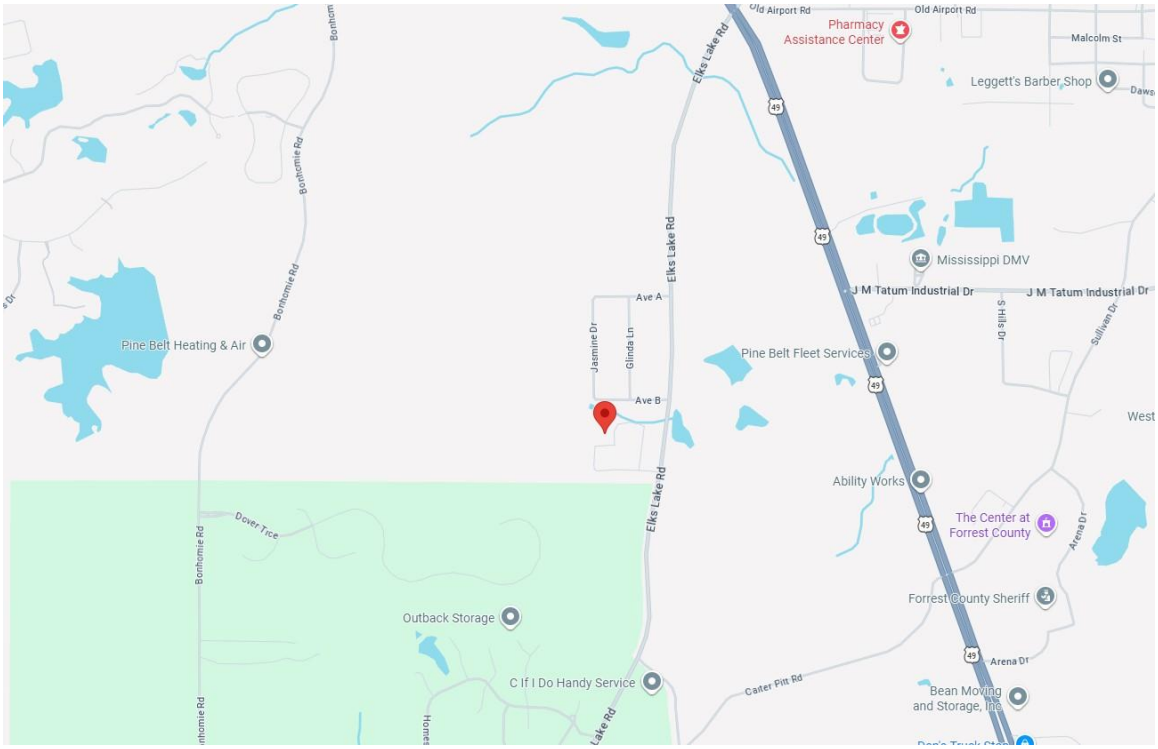
Mostly wooded agricultural land along P D Freeman Road. The property is level and not located within a flood zone. The site has good frontage and visibility from P D Freeman Road and lies roughly 2,275 ft from Hwy 49. There is an old home on the property that is dilapidated and has no contributory value.

Land Sale No. 6





Land Sale No. 6 (Cont.)





Land Sale No. 6 (Cont.)

Property Identification

Record ID	10111
Property Type	Residential Lots
Property Name	16.3 acres on Bowling Circle
Address	Bowling Circle, Hattiesburg, Forrest County, Mississippi 39401
Location	Along Bowling Circle, W of Elks Lake Rd
Tax ID	2-041O-34-046.00 / PPIN 7028
Latitude, Longitude	N31.261060, W-89.295750
User 1	Section 34, T4N, R13W

Sale Data

Grantor	Gregory Billeisen
Grantee	Johnny & Erecka Magee
Sale Date	October 14, 2021
Deed Book/Page	1379/36
Property Rights	Fee Simple
Marketing Time	226
Conditions of Sale	Arm's Length
Financing	Cash
Verification	MLS# 123893
Sale Price	$80,000
Cash Equivalent	$80,000
Adjusted Price	$80,000

Land Data

Zoning	R-1A; Residential District
Topography	Level to rolling
Utilities	Electric, Water, Gas, Sewer (Public)
Shape	Irregular
Landscaping	Wooded
Flood Info	28035C0118E
User 5	11/19/2021
User 6	Zone X

Land Size Information

Gross Land Size	16.300 Acres or 710,028 SF
Front Footage	1,875 ft Total Frontage: 1,875 ft Bowlin Circle;

Indicators

Sale Price/Gross Acre	$4,908
Sale Price/Gross SF	$0.11
Sale Price/Front Foot	$43

Land Sale No. 6 (Cont.)

Remarks

+/-16.3 acres of private parcel of land has potential for a residential development. The property is subdivided into several different subdivision lots that are currently vacant. The site is wooded with good access and no flood hazard. Zoned R1 A for residential uses.

QUALIFICATIONS OF THOMAS JONATHON NULL, MAI

Professional Designations & Affiliations

- State Certified General Real Estate Appraiser (2002) - State of Mississippi, (GA-799)
- Designated Member of the Appraisal Institute (2008) (MAI #12522)
- Active Member of the International Right-of-Way Association (2005)

Professional Work History

Collins and Null Appraisals – (2003 to Present)

I appraise all forms of real estate, including commercial, industrial, residential, Rights-of-Way, partial interest and timber land. My experience also includes consultation for court proceedings, review of peer appraisals and expert witness testimony.

Atlas Right-of-Way Services – (2016 to Present)

Managing director of a full-service right-of-way company. Duties include management of right-of-way acquisition projects, annexation projects and market data brochures. This company was formed due to the need for additional services in relation to our right-of-way appraisal business.

OSCA Inc./BJ Services – (May 1998 to March 2003)

Stimulation engineer- Oil service company. Multitasking, tri-lingual, international and domestic experience.

Academic Background

- High School Diploma from Meridian High School – Meridian, MS – (1993)
- BS in Geology received from Mississippi State University – (1998)

Thomas Jonathon Null, MAI
Page 2

Professional Summary

My professional career began in in 1998. In 2003, I decided to move my career to real estate. This included performing real estate appraisals and expert witness testimonies in relation to right-of-way needed for road and bridge projects across the state of Mississippi. In 2003, I entered into a private practice where my expertise was expanded to the appraisal and consultation of all forms of real estate for a wide variety of clients. I became General Certified, and followed this certification with the MAI designation from the Appraisal Institute in 2008. In addition to the appraisal business, I have been involved in the development of a variety of commercial projects around the state. In 2016, due to the expanding needs of our clients for assistance in right-of-way acquisition, we began Atlas Right-of-Way services, which is a full-service right-of-way company. This experience, in excess of 20 years, has granted me great competency in a wide range of real estate matters. Clients have included local, state and federal government agencies, utility companies, attorneys, large corporations and private individual property owners.

Court Testimony Experience

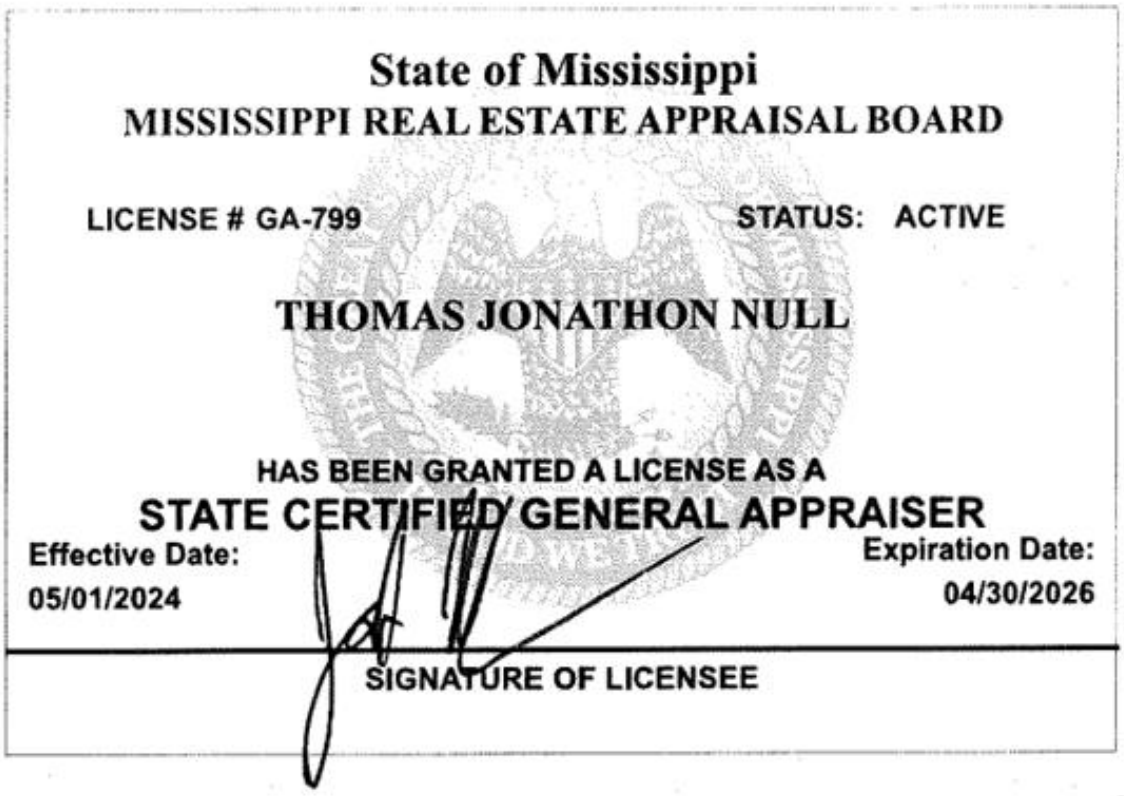
I have testified or provided expert witness consultation on +/- 30 cases throughout the State of Mississippi. These court cases involved in the field of real estate valuation for condemnation, bankruptcy, diminution in value, inverse condemnation, partitioning, and other real estate related cases. This experience includes testimony over the entire state from North Mississippi to the Delta to the Gulf Coast. Clients have included the Mississippi Department of Transportation, Mississippi Power, private property owners, the Department of Justice, Local Public Agencies, various other utility companies including electrical transmission corridors and gas pipeline right of ways.
This experience has included various settings including court room testimony, depositions, and mediations.

Professional Education

Appraisal Principles Course (110)	Appraisal Institute	2003
Appraisal Procedures Course (120)	Appraisal Institute	2003
Basic Income Capitalization (310)	Appraisal Institute	2003
Advanced Income Capitalization (510)	Appraisal Institute	2003
Appraisal Practice (510)	Lincoln Graduate	2003
International Right of Way Assoc. (200)	IRWA	2003
Conservation Easement Seminar	Tara Wildlife Center	2003
The Appraisal of Partial Acquisitions (410)	IRWA	2004
Land Titles (801)	IRWA	2005
Engineering Plan and Development (901)	IRWA	2005
Yellow Book Seminar	Appraisal Institute	2006
Conservation Easement Seminar	Tara Wildlife Center	2006
General Market Analysis and Highest and Best Use (520)	Appraisal Institute	2006
Wetland Symposium		2007
Advanced Applications (550)	Appraisal Institute	2007
Report writing and valuation analysis (540)		2007
National USPAP		2008
Advanced Sales Comparison & Cost Approaches		2008
Business Practice and Ethics		2008

Advanced Sales and Cost Approach (530)	Appraisal Institute	2008
Appraising Distressed Commercial Real Estate		2009
Introduction to Conservation Easement Valuation		2010
Oil Spills and Property Values		2010
Attacking an Defending an Appraisal In Litigation	Appraisal Institute	2011
7 Hour National USPAP	Appraisal Institute	2011
The Impact of Dodd-Frank on Appraisers and Their bank clients	Appraisal Institute	2012
General Demonstration Report Writing	Appraisal Institute	2012
7 Hour National USPAP	Appraisal Institute	2014
R.E. Finance Statistics Valuation Modeling	Appraisal Institute	2014
105 The Uniform Act – Executive Summary	IRWA	
USPAP	Appraisal Institute	2015
Rates and Ratios	Appraisal Institute	2016
Drone Technology and Its Impact on the Appraisal Industry	Appraisal Institute	2017
Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets	Appraisal Institute	2017
Engineering Plan Development & Application (901)	IRWA	2018
Property Descriptions (902)	IRWA	2018
Advanced Residential Relocation Assistance (505)	IRWA	2018
Basic Appraisal Principles & Procedures	MDOT	2019
Under the Uniform Act 2019	FHWA	
USPAP Update course	Appraisal Institute	2020
Uniform Appraisal Standards for Federal Land Acquisitions	McKissock	2020
Appraising Manufactures Homes	McKissock December	2019
USPAP 2022-2023	McKissock May	2022

USPAP 2022-2023	McKissock May	2022
USPAP 2024-2025	Appraisal Institute	2024
Business Practices and Ethics	Appraisal Institute	2024
Real Estate Finance, Statistics and Valuation Modeling	Appraisal Institute	2024
Fundamentals of the Uniform Appraisal Standards for Federal Land Acquisitions	Appraisal Institute	2024



State of Mississippi
MISSISSIPPI REAL ESTATE APPRAISAL BOARD

LICENSE # GA-799 **STATUS: ACTIVE**

THOMAS JONATHON NULL

HAS BEEN GRANTED A LICENSE AS A
STATE CERTIFIED GENERAL APPRAISER

Effective Date: 05/01/2024
Expiration Date: 04/30/2026

SIGNATURE OF LICENSEE

RESOLUTION

WHEREAS, upon careful consideration, the City of Hattiesburg, Mississippi, acting by and through the City Council, has previously determined it to be in the best interests of the citizens of the City to construct certain improvements collectively identified as the Sullivan Drive Bridge Replacement Project, located within the City limits;

WHEREAS, to accomplish this project, the City finds it necessary to acquire for public use part of certain properties belonging to the following landowners or their successors in title and/or other parties interested in said property; and,

WHEREAS, an appraisal or waiver valuation of the subject properties was conducted by Jonathon Null, a licensed real estate appraiser, showing the fair market value of the interests to be acquired.

NOW, THEREFORE, BE IT RESOLVED as follows:

a. the appraisal or waiver valuation of the interests to be acquired by the City made by Jonathon Null, a licensed real estate appraiser, is approved, and the appraised value or waiver valuation for the interests to be acquired is acknowledged to be just compensation for said interests;

PPIN	Value
7045	$4,140
7046 & 27701	$8,470
34684	$1,100

b. that the City Attorney or his designee is hereby authorized to offer said amount in just compensation for title to said interests to the lawful owners of same;

c. that the City Attorney or his designee is hereby authorized to offer an additional administrative settlement in the amount of $1,160 to the lawful owners of said interests, which amount represents the cost to the City of initiating eminent domain proceedings to acquire same;

d. that the Mayor is hereby authorized to execute all documents required to facilitate the purchase and conveyance of said interests on the foregoing terms; and,

e. that the Mayor and City Clerk are hereby authorized to issue warrants, including a manual check, to the lawful owners of said interests in the amounts stated upon the City's receipt of instruments of conveyance approved by the City Attorney or his designee.

f. that, in the event said offers are rejected, ignored, or that negotiations with said owners for the sale and purchase of said parcels are otherwise unsuccessful,

1. the City Attorney or his designee is hereby authorized to initiate eminent domain proceedings, including special eminent domain proceedings involving the right of immediate possession, on behalf of the City to facilitate acquisition of said parcels;

2. the Mayor is hereby authorized to execute all documents required to facilitate the filing, prosecution, and/or settlement of said proceedings; and,

3. the Mayor and City Clerk are hereby authorized to issue warrants to the Forrest County Circuit Clerk, the named Defendants in said proceedings, their counsel, and/or other interested parties at the direction of the City Attorney or his designee to facilitate the filing, prosecution, and/or settlement of said proceedings.

The above and foregoing resolution, after having been first reduced to writing, was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to

wit: YEAS: NAYS: ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the Resolution adopted, this the 7th day of July, 2026.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of July, 2026.

ATTEST: **APPROVED:**

_____ _____

CITY CLERK **MAYOR**

ATLAS

Waiver Valuation

Parcel No.:	PPIN# 7045	Project:	Sullivan Drive Bridge Replacement
County:	Forrest	Address:	711 E. Main Street
Owner:	Baja Properties & Investments, LLC		Haines City, FL 33844
Phone:	(863) 398-1358		

The valuation contained in this report is prepared pursuant to statutory authorization by the Mississippi Code, § 43-37-3: *". . . the acquiring . . . agency . . . may adopt a procedure in compliance with federal regulations to waive the appraisal in cases involving the acquisition by sale or donation of a property with a low fair market value. For purposes of this chapter, property with a low fair market value is property with a fair market value of ten thousand dollars ($10,000.00), or less . . . ".*

Federal regulation at 49 CFR 24.102 provides: *". . . (2) An appraisal is not required if: . . . (ii) The Agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at $10,000 or less, based on a review of available data . . . (A) When an appraisal is determined to be unnecessary; the Agency shall prepare a waiver valuation."*

Under authority of the Mississippi Code, § 43-37-3, to adopt procedures in compliance with federal regulations, and per 49 CFR 24.102, Appendix A: *". . . Waiver valuations are not appraisals as defined by the Uniform Act and these regulations"* [42 U.S.C. §4601, et seq., and 49 CFR Part 24]; *"therefore, appraisal performance requirements or standards, regardless of their source, are not required for waiver valuations by this rule."* Therefore, pursuant to Federal regulation and State law, the valuation reported in this document was performed under the allowances specified in the Jurisdictional Exception Rule of the Uniform Standards of Professional Appraisal Practice.

Summary of Allocation of Compensation for All Interests:					
(All Interests – Q interest, Easements, Warranty, Etc.)					
Parcel No.	**TWS**	**Improvements**	**Land**	**Damages**	**Total**
PPIN #7045	$0	$0	$4,140	$0	$4,140

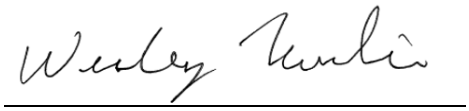
I certify to the best of my knowledge and belief:

The statements I have provided in this report are true and correct;

I have no present or prospective interest in the property valued and any personal interest or bias with respect to the parties involved;

Any decrease or increase in the fair market value of the real property prior to the date of valuation, caused by the public improvement for which such property, is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property.

Preparer of Valuation



Date: 04/28/2026

Wesley Nowlin
Atlas Right-of-Way

Special Notice to Acquisition Agents:

This valuation is valid for preparation of the FMVO only if accompanied by a signed and dated "Establishment of Just Compensation Offer" form.

Project: Sullivan Drive Bridge Replacement

Parcel: Baja Properties & Investments, LLC: PPIN #7045 / 2-042K-35-002.00

Basis of Valuation

Date of Inspection: March 23rd, 2026

Size and Description of Total Ownership BEFORE and AFTER

The Baja Properties & Investments, LLC property is located on the east side of Sullivan Drive, north of JM Tatum Industrial Drive in Section 35, Township 4N, Range 13W in Hattiesburg, Forrest County, MS. The site is identified as parcel #7045, which was estimated to be 20.00 acres in the before condition. Before acquisition the property is an unimproved, wooded tract of agricultural land.

The acquisition includes a 0.46 acre, or 19,995 sf Right-of-Way acquisition. After the acquisition, access point to Sullivan Drive remains, leaving 19.54 acres of the whole tract. In the after condition, the property can still function as with the same highest and best use.

Size of the Whole Tract Used for Valuation Process (if less than size of total ownership)

The entire 20.00 acres was considered the larger parcel.

Existing Right of Way

None.

Right of way map showing the entire Baja Properties & Investments, LLC parcel (Outlined in blue) and the approximate right of way acquisition highlighted in yellow.



The right of way acquisition is shown overlaying the tax map above. The property will maintain access to Sullivan Drive, with only some minor loss of land.

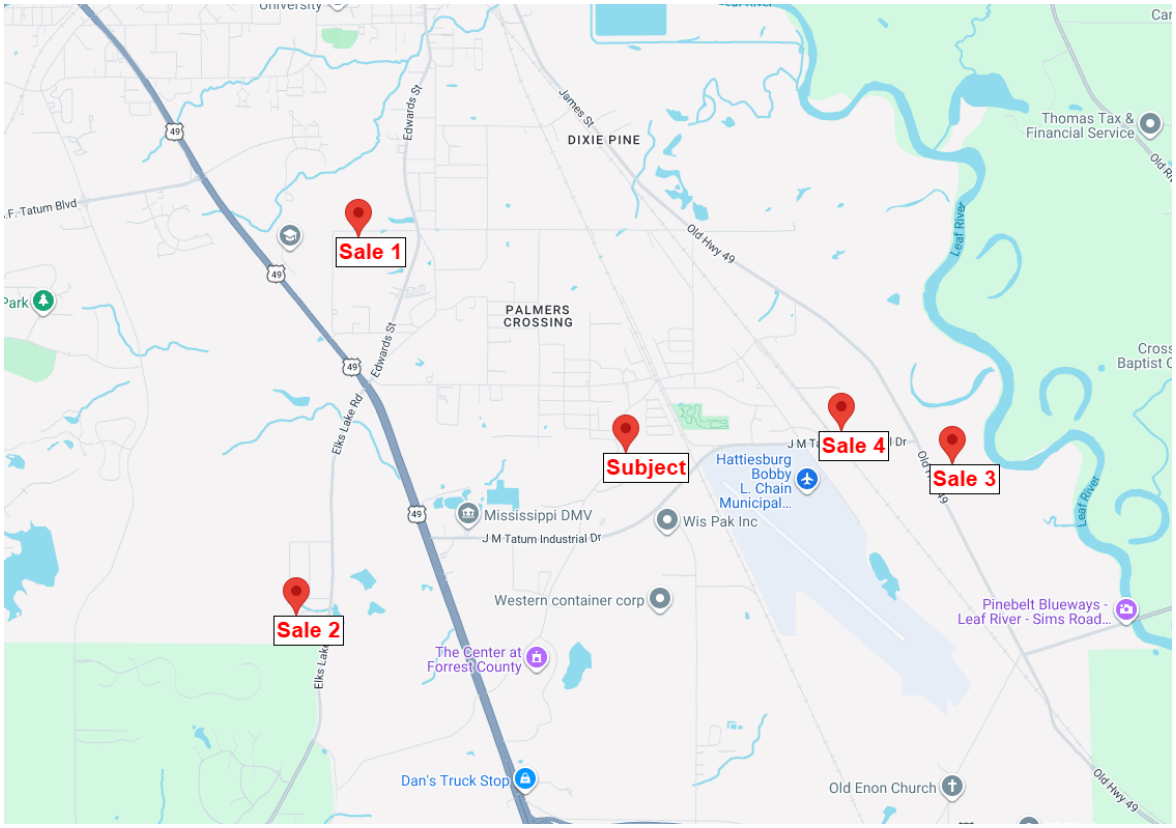
Description of Acquisition(s) including: type (Q, T, W), existing use, size, features

The acquisition area is 19,995 sf, or 0.46 acres, and is located along the southeastern right of way of Sullivan. The property was determined to have a highest and best use of residential land. All cost and responsibility of any utilities being affected within the acquisition will go to the county and utility companies to keep them functioning and usable.

<u>Improvement in the right of way</u>
None.

COMPARABLE LAND SALES SUMMARY TABLE

No.	Location	Sale Date	Price	Size in Acres	Price/ Acre
1.	P D Freeman Road	10/17/2023	$115,000	13.530	$8,500
2.	Bowling Circle	10/14/2021	$80,000	16.300	$4,908
3.	998 J M Tatum Industrial Drive	05/02/2024	$120,000	24.280	$4,942
4.	701 Satchel Road	04/15/2021	$39,500	2.87	$13,763



The sales had unadjusted per acre values ranging from $4,908 - $13,763 per acre. The subject is 20.00 acres and similar to the sales. The sales used were all similar land sales that are located in the general area. Prior to any adjustments, the sales range from $4,908 - $13,763 per acre. A unit value within this range, or $9,000/acre, was adopted for the land value of the subject site in the before condition.

Compensation Calculations	
Permanent Right-of-Way (0.46 x $9,000)	$4,140
Total Compensation (rounded)	**$4,140**

Subject Photos



View of the proposed ROW area looking north along Sullivan Drive.



Additional view of the proposed acquisition area looking south along Sullivan Drive.

Subject Photos

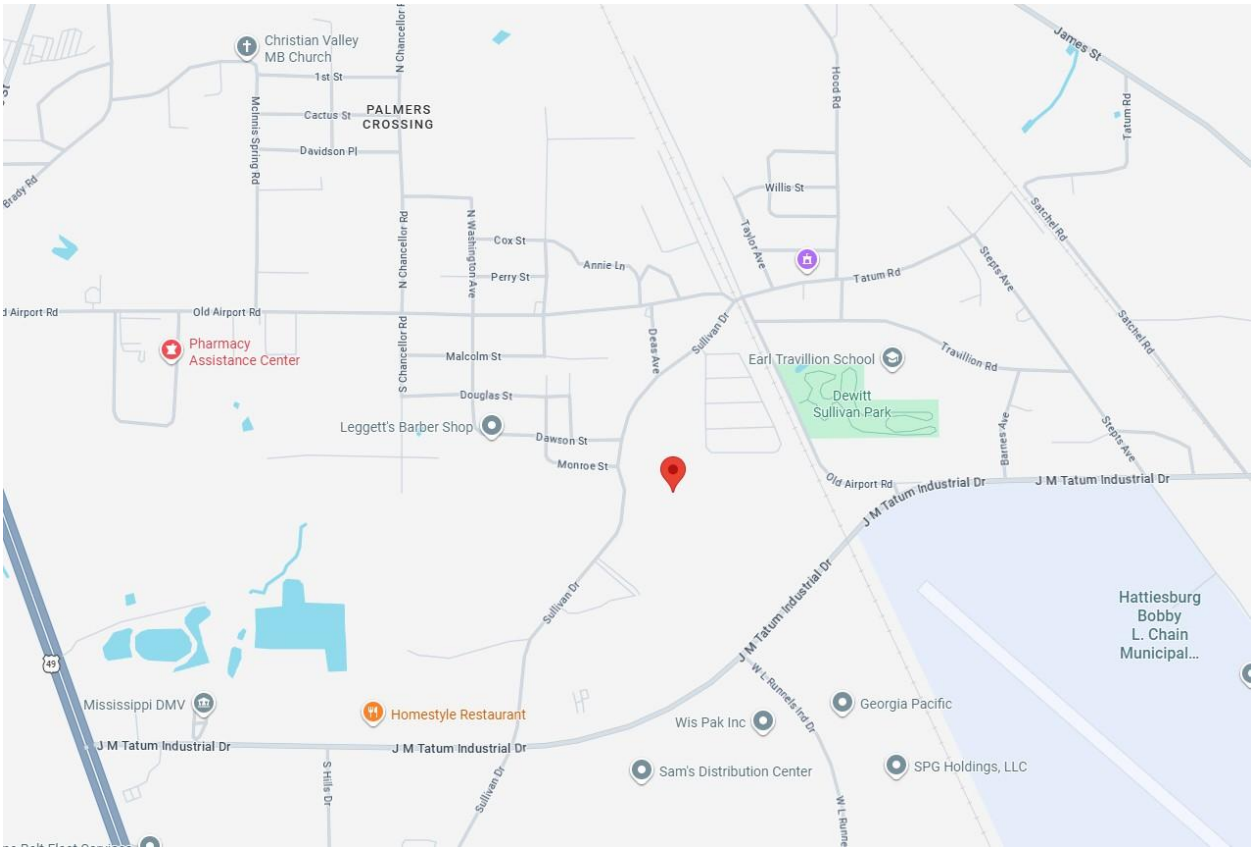


Interior view of the proposed ROW area.

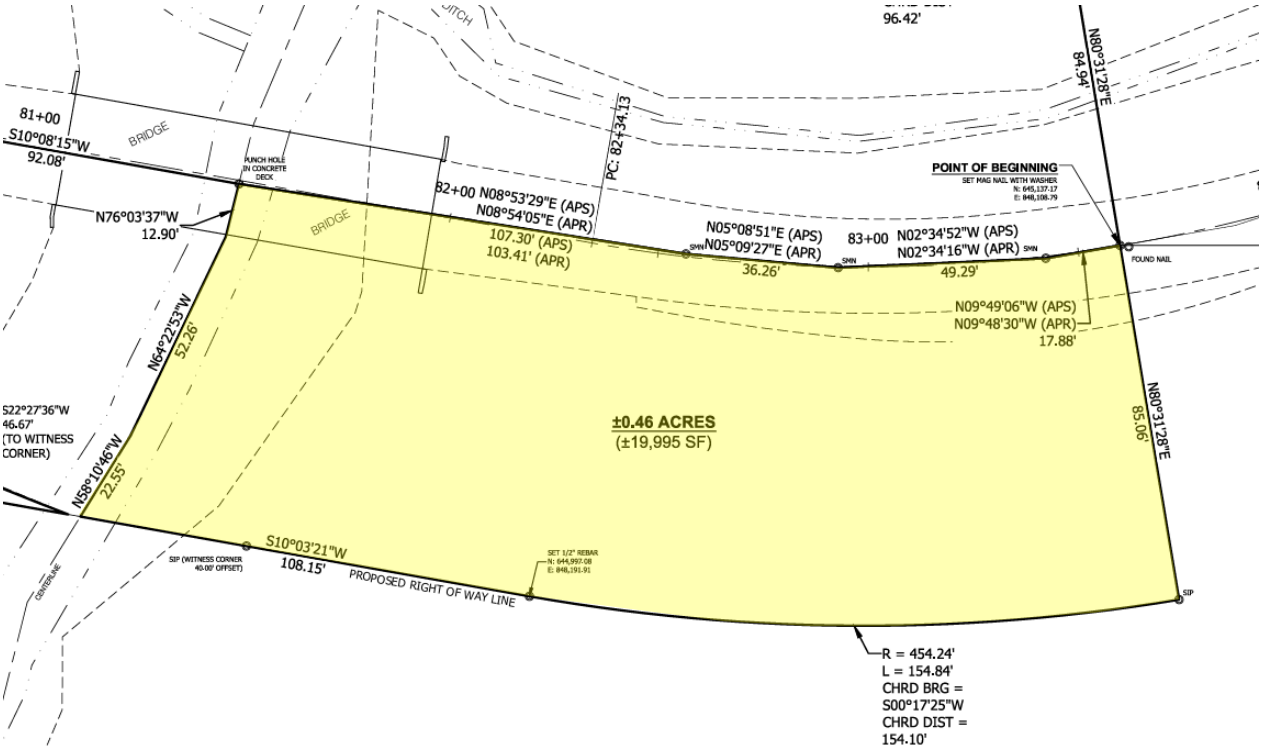


The wooded interior of the Baja properties site

Location Map


Christian Valley MB Church
1st St
Cactus St
PALMERS CROSSING
Davidson Pl
McInnis Spring Rd
N Chancellor Rd
N Washington Ave
Cox St
Perry St
Annie Ln
Old Airport Rd
Pharmacy Assistance Center
Malcolm St
S Chancellor Rd
Douglas St
Leggett's Barber Shop
Dawson St
Monroe St
Deas Ave
Sullivan Dr
Hood Rd
Willis St
Taylor Ave
Tatum Rd
James St
Satchel Rd
Steptoe Ave
Travillion Rd
Earl Travillion School
Dewitt Sullivan Park
Barnes Ave
Old Airport Rd
J M Tatum Industrial Dr
Hattiesburg Bobby L. Chain Municipal...
W L Runnels Ind Dr
Georgia Pacific
Wis Pak Inc
SPG Holdings, LLC
Sam's Distribution Center
Mississippi DMV
Homestyle Restaurant
S Hills Dr
49

R.O.W. MAP



BAJA PROPERTIES AND INVESTMENTS, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
COUNTY TAX PARCEL ID: 2-042K-35-002.00
PPIN: 7045
WD B1397 P305 2022

SURVEY

Legal Description

Parcel PPIN 7045
Baja Properties and Investments, LLC, a Florida Limited Liability Company

STATE OF MISSISSIPPI
COUNTY OF FORREST

A Part of the Northwest 1/4 of the Northeast 1/4 of Section 35, Township 4 North, Range 13 West, in the County of Forrest, State of Mississippi, and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.999967797 and a convergence angle of (minus) -0°13'30.64" at the Northeast Corner of said Northwest 1/4 of the Northeast 1/4, and

Commencing at a 3 Inch Round Iron Pin representing said Northeast Corner, and having a Grid value of **N 645,298.62 feet** and **E 848,734.02 feet** on said East Zone Grid;

thence run N89°53'44"W and along the North Line of said Northwest 1/4 of the Northeast 1/4 for 625.24 feet,

thence run South for 162.60 feet to a Mag Nail with Washer in Asphalt in the Centerline of Sullivan Drive representing the **Point of Beginning** having a Grid Value of **N 645,137.17 feet** and **E 848,108.79 feet**, on said East Zone Grid, said Point representing the Intersection of said Centerline and the Proposed Southeastern Right of Way Line of Project LSBP-18(22),

thence run N80°31'28"E and along the Proposed Southeastern Right of Way Line of Project for 85.06 feet to a 1/2 Inch Rebar,

thence run Southerly along an Arc to the Right and along said Proposed Southeastern Right of Way Line for 154.84 feet to a 1/2 Inch Rebar, having a Grid Value of **N 644,997.08 feet** and **E 848,191.91 feet**, on said East Zone Grid, said Arc having a Radius of 454.24 feet, a Chord Bearing of S00°17'25"W, and a Chord Distance of 154.10 feet,

thence run S10°03'21"W and along said Proposed Southeastern Right of Way Line for 108.15 feet to a Point representing the Intersection of said Proposed Southeastern Right of Way Line and the Centerline of Priest's Creek, (Witness Corner, 1/2 Inch Rebar at N10°03'21"E, 40.00'),

thence run N58°10'46"W and along said Creek Centerline for 22.55 feet,

thence run N64°22'53"W and along said Creek Centerline for 52.26 feet,

thence run N76°03'37"W and along said Creek Centerline for 12.90 feet to a Punch Hole in Concrete Deck representing the Intersection of said Creek Centerline and said Centerline of Sullivan Drive,

thence run N08°53'29"E and along said Centerline of Sullivan Drive for 107.30 feet to a Mag Nail with Washer in Asphalt,

thence run N05°08'51"E and along said Centerline of Sullivan Drive for 36.26 feet to a Mag Nail with Washer in Asphalt,

thence run N02°34'52"W and along said Centerline of Sullivan Drive for 49.29 feet to a Mag Nail with Washer in Asphalt,

thence run N09°49'06"W and along said Centerline of Sullivan Drive for 17.88 feet to the **Point of Beginning**,

comprising **0.46 Acres (19,995 Square Feet)**, more or less.

Flood Map


City of Hattiesburg
280053
28035C0119E
eff. 11/19/2021
Zone AE
1-PERCENT-ANNUAL-CHANCE
FLOOD DISCHARGE
CONTAINED IN STRUCTURE
Zone AE
153.2
151.6
149.2

Property Appraisal Link

FORREST COUNTY, MS

Current Date **3/16/2026** Tax Year **2025**

APPRAISAL INQUIRY

PARCEL 2-042K-35-002.00	**ALT PARCEL NUMBER** 167 -0000-035-002.00
PPIN 007045	**SKETCH** 1
OWNER NAME	BAJA PROPERTIES AND INVESTMENTS LLC
OWNER ADDRESS	711 E MAIN STREET HAINES CITY FL33844
PROPERTY ADDRESS	
PROPERTY IS VACANT (Y/N) Y	
FIELD WORK BY BT **DATE:** 7/27/1982	
CLASSED BY BT **DATE:** 7/27/1982	
REVIEWED BY **DATE:** / /	
REALTOR CODE	

LEGAL DESCRIPTION

1	PT N1/2 NE1/4 N OF PRIEST CRK
2	LESS PT DB245-215 TO VARNADO
3	TIMBER CO IN NE1/4 NE1/4)
4	B531-P735 11/83 B534 P439 1/84
5	B562
6	PREV #:1135010

Block 035 **Section** 35 **Township** 04N **Range** 13W

Book 1397 **Page** 0305 **Type** WD **Date** 6/24/2022

Book 1369 **Page** 0356 **Type** QCD **Date** 6/17/2021

Book 1345 **Page** 0343 **Type** ED **Date** 8/20/2020

LOT INFORMATION

LOT CODE ALL **LOT SIZE** **LOT VALUE**

CODE	FRONT FT	DEPTH	PRICE	DEPTH TABLE	DEPTH %	ADJ. %	DESCRIPTION	ADJ PRICE	APPRAISED	CLASS

*** NO LOT INFO ***

ACRE INFORMATION

ACRES	TYPE	QUAL CLASS	PRICE CODE	UNCULTIVATED CODE	PRICE	ADJ. %	DESCRIPTION	APPRAISED	MARKET
20.20	A	2	U	U	243.00	1.00		4910	70700

ACREAGE VALUE	4910	**OVERALL VALUE**	4910
LAND USE CODE CLASS 1 8100 AGRICULTURAL			
LAND USE CODE CLASS 2 8100 AGRICULTURAL			

BUILDING DESCRIPTIONS

NUMBER	CODE	BUILDING DESCRIPTION	VALUE	ELIGIBLE CLASS 1

*** NO BUILDING INFO ***

TOTAL PARCEL VALUE 4910

Delta Tax

Property Link
FORREST COUNTY, MS

Current Date **3/16/2026**

Tax Year 2025
Records Last Updated **3/16/2026**

PROPERTY DETAIL

OWNER	BAJA PROPERTIES AND INVESTMENT	**ACRES :** 20.20
	711 E MAIN STREET	**LAND VALUE :** 4910
		IMPROVEMENTS : **NA**
	HAINES CITY FL 33844	**TOTAL VALUE:** 4910
		ASSESSED : 737
PARCEL	2-042K-35-002.00	
ADDRESS	**NA**	

TAX INFORMATION

YEAR 2025	**TAX DUE**	**PAID**	**BALANCE**	
COUNTY	49.93	0.00	50.43	
CITY	40.63	0.00	41.04	
SCHOOL	40.98	0.00	41.39	
TOTAL	131.54	0.00	132.86	**1.00% Penalty** Pay Tax

LAST PAYMENT DATE **NA**

MISCELLANEOUS INFORMATION

EXEMPT CODE		**LEGAL**	PT N1/2 NE1/4 N OF PRIEST CRK
HOMESTEAD CODE	None		LESS PT DB245-215 TO VARNADO
TAX DISTRICT	4130		TIMBER CO IN NE1/4 NE1/4)
PPIN	007045		B531-P735 11/83 B534 P439 1/84
SECTION	35		B562
TOWNSHIP	04N		PREV #:1135010
RANGE	13W		B 1397 P 0305 06/24/2022
Book 1397	**Page** 0305		

TAX PAID HISTORY

Year	Owner	Total TaxPaid(Y/N)	
2021	HUDSON BILLY C & LINDA KAY H D	140.67	Y LAST PAYMENT DATE 11/29/2021
2020	HUDSON MICKEY & BILLY C	146.57	Y LAST PAYMENT DATE 1/ 6/2021
2019	HUDSON MICKEY & BILLY C	152.80	Y LAST PAYMENT DATE 12/23/2019
2018	HUDSON MICKEY & BILLY C	158.15	Y LAST PAYMENT DATE 6/25/2019
2016	HUDSON MICKEY & BILLY C	137.70	Y LAST PAYMENT DATE 1/19/2017

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By
2022	ASHCROFT PAUL	11/27/2023 BAJA PROPERTIES AND INVESTMENT
2017	ARTEMIS TAYLOR LLC	6/24/2019 HUDSON BILLY C

ATLAS

Waiver Valuation

Parcel No.:	PPIN# 34684	Project:	Sullivan Drive Bridge Replacement
County:	Forrest	Address:	360 N Crescent Drive, South Bldg
Owner:	Discovery Energy, LLC		Beverly Hills, CA 90210

The valuation contained in this report is prepared pursuant to statutory authorization by the Mississippi Code, § 43-37-3: *". . . the acquiring . . . agency . . . may adopt a procedure in compliance with federal regulations to waive the appraisal in cases involving the acquisition by sale or donation of a property with a low fair market value. For purposes of this chapter, property with a low fair market value is property with a fair market value of ten thousand dollars ($10,000.00), or less . . . ".*

Federal regulation at 49 CFR 24.102 provides: *". . . (2) An appraisal is not required if: . . . (ii) The Agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at $10,000 or less, based on a review of available data . . . (A) When an appraisal is determined to be unnecessary; the Agency shall prepare a waiver valuation."*

Under authority of the Mississippi Code, § 43-37-3, to adopt procedures in compliance with federal regulations, and per 49 CFR 24.102, Appendix A: *". . . Waiver valuations are not appraisals as defined by the Uniform Act and these regulations"* [42 U.S.C. §4601, et seq., and 49 CFR Part 24]; *"therefore, appraisal performance requirements or standards, regardless of their source, are not required for waiver valuations by this rule."* Therefore, pursuant to Federal regulation and State law, the valuation reported in this document was performed under the allowances specified in the Jurisdictional Exception Rule of the Uniform Standards of Professional Appraisal Practice.

Summary of Allocation of Compensation for All Interests:					
(All Interests – Q interest, Easements, Warranty, Etc.)					
Parcel No.	**TWS**	**Improvements**	**Land**	**Damages**	**Total**
PPIN #34684	$0	$0	$1,100	$0	$1,100

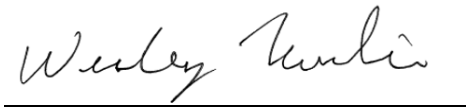
I certify to the best of my knowledge and belief:

The statements I have provided in this report are true and correct;

I have no present or prospective interest in the property valued and any personal interest or bias with respect to the parties involved;

Any decrease or increase in the fair market value of the real property prior to the date of valuation, caused by the public improvement for which such property, is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property.

Preparer of Valuation



Date: 04/01/2026

Wesley Nowlin
Atlas Right-of-Way

Special Notice to Acquisition Agents:

This valuation is valid for preparation of the FMVO only if accompanied by a signed and dated "Establishment of Just Compensation Offer" form.

Project: Sullivan Drive Bridge Replacement
Parcel: Discovery Energy, LLC: PPIN #34684

Basis of Valuation

Date of Inspection: March 23rd, 2026

Size and Description of Total Ownership BEFORE and AFTER

The Discovery Energy, LLC property is located on the east side of Sullivan Drive in Section 13, Township 4N, Range 13W in Hattiesburg, Forrest County, MS. The site is identified as parcel #34684, which was estimated to be 46.32 acres in the before condition. Before acquisition the property is an improved site.

The acquisition includes a 0.11 acre, or 4,903 sf Right-of-Way acquisition. After acquisition, the improvements remain and are unaffected by the right of way acquisition. The access point to Sullivan Drive remains, leaving 46.21 acres of the whole tract. In the after condition, the property can still function as an improved industrial site.

Size of the Whole Tract Used for Valuation Process (if less than size of total ownership)

The entire 46.32 acres was considered the larger parcel.

Right of way map showing the entire Discovery Energy, LLC parcel (Outlined in blue) and the approximate right of way acquisition highlighted in yellow.



The right of way acquisition is shown overlaying the tax map above. The property will maintain access to Sullivan Drive, with only some minor loss of land and sod.

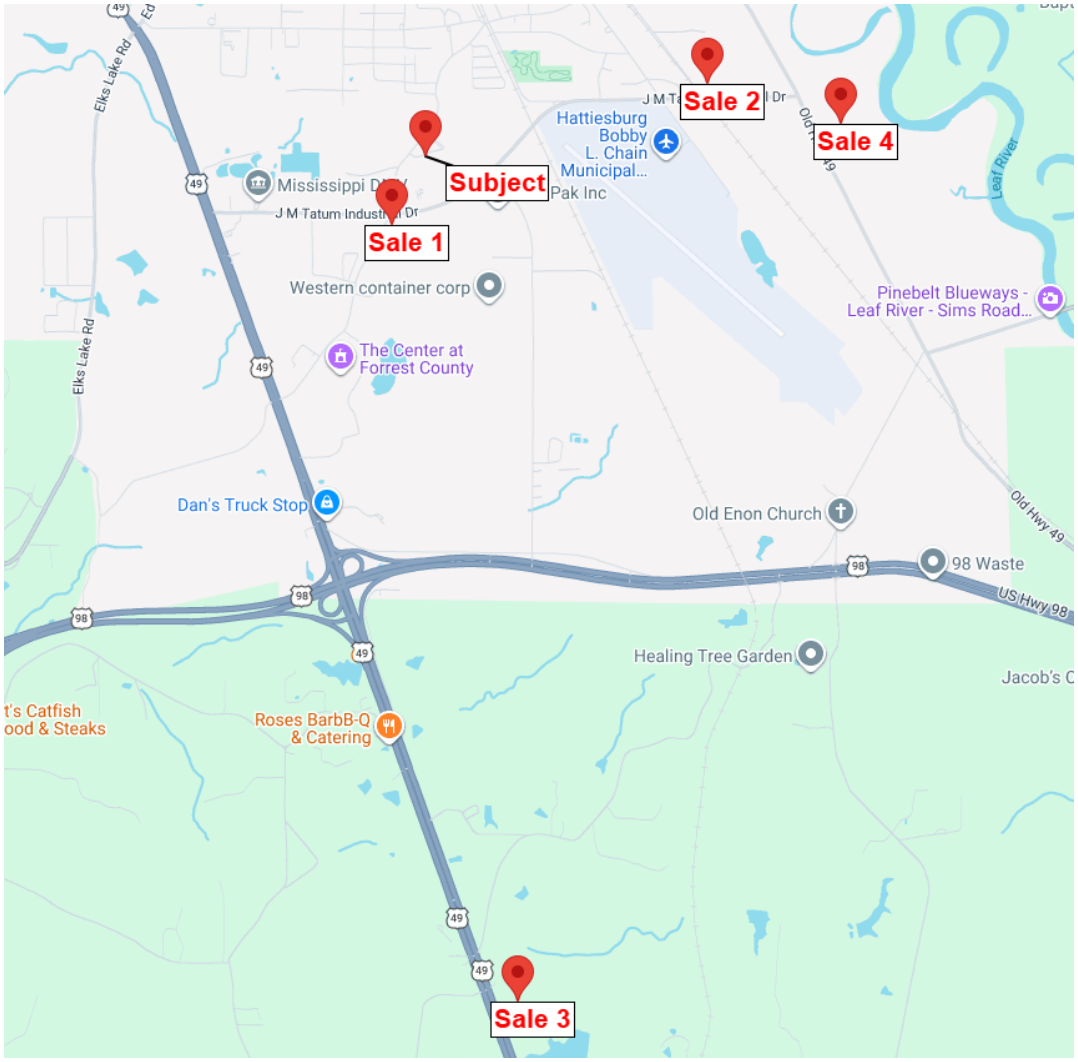
Description of Acquisition(s) including: type (Q, T, W), existing use, size, features

The acquisition area is 0.11 acres along the eastern right of way of Sullivan Drive. The property was determined to have a highest and best use of industrial. All cost and responsibility of any utilities being affected within the acquisition will go to the city and utility companies to keep them functioning and usable.

<u>Improvement in the right of way</u>
None

COMPARABLE LAND SALES SUMMARY TABLE

No.	Location	Sale Date	Price	Size in Acres	Price/ Acre
1.	100 Sullivan Drive	11/08/2023	$7,000	0.980	$7,143
2.	701 Satchel Road	04/15/2021	$39,500	2.870	$13,763
3.	4474 US 49	11/08/2021	$205,000	24.000	$8,542
4.	998 J M Tatum Industrial Dr.	05/02/2024	$120,000	24.280	$4,942



The sales had unadjusted per acre values ranging from $4,942 – $13,763 per acre. The subject contains 46.32 acres and is zoned as an Industrial lot. The sales used were all industrial land sales that are located in the general area. Prior to any adjustments, the sales range from $4,942 – $13,763 per acre. A unit value within this range or $10,000/acre was adopted for the Discovery Energy parcel in the before condition. The remaining property is not negatively affected by the acquisition. A unit value of $10,000/acre was used for compensation purposes.

Compensation Calculations	
Permanent Right-of-Way (0.11 x $10,000)	$1,100
Total Compensation (rounded)	**$1,100**

Subject Photos



View of the proposed Right-of-Way along Sullivan Drive.



Additional view of the proposed acquisition area.

Subject Photos

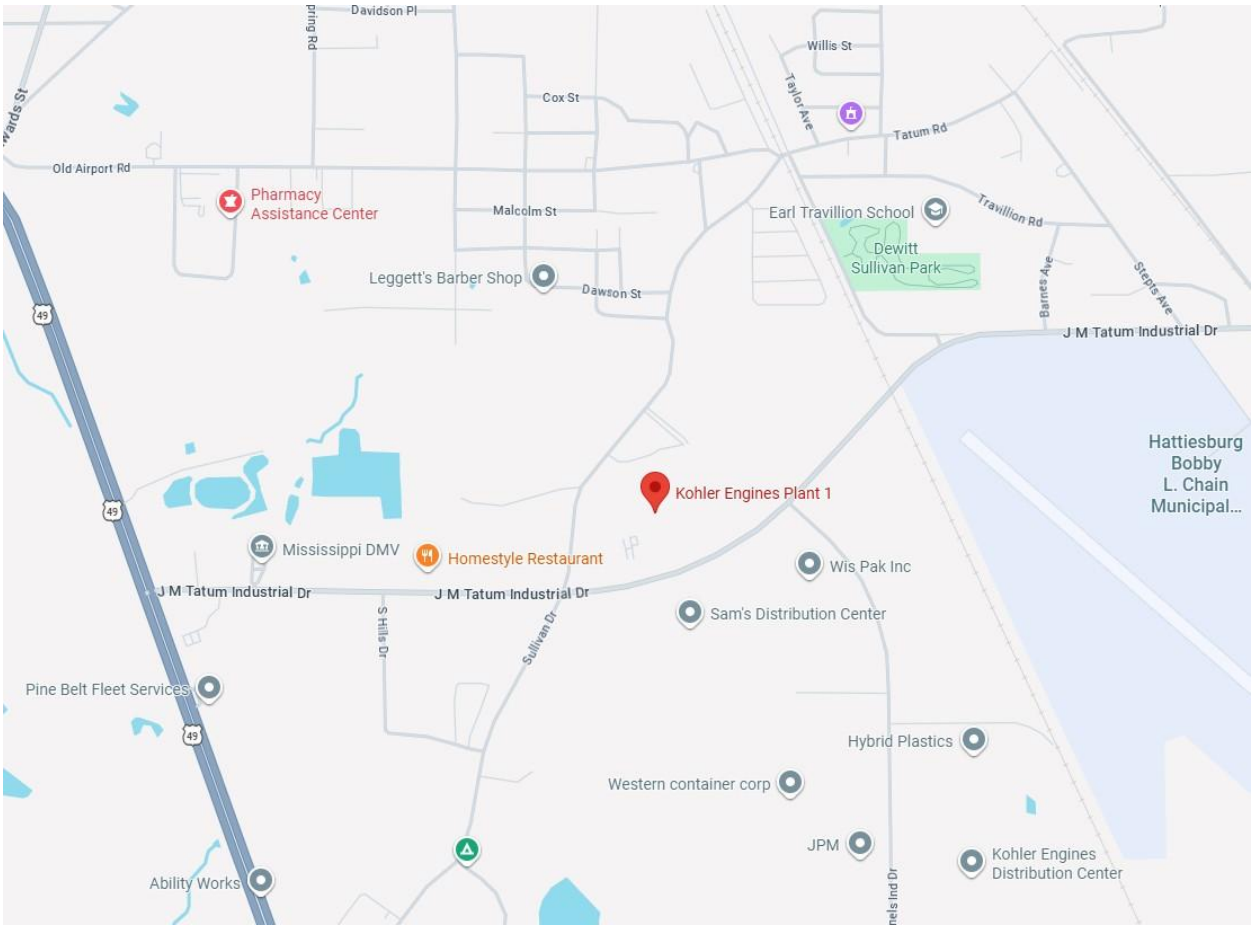


Interior view of the proposed Right-of-Way area.

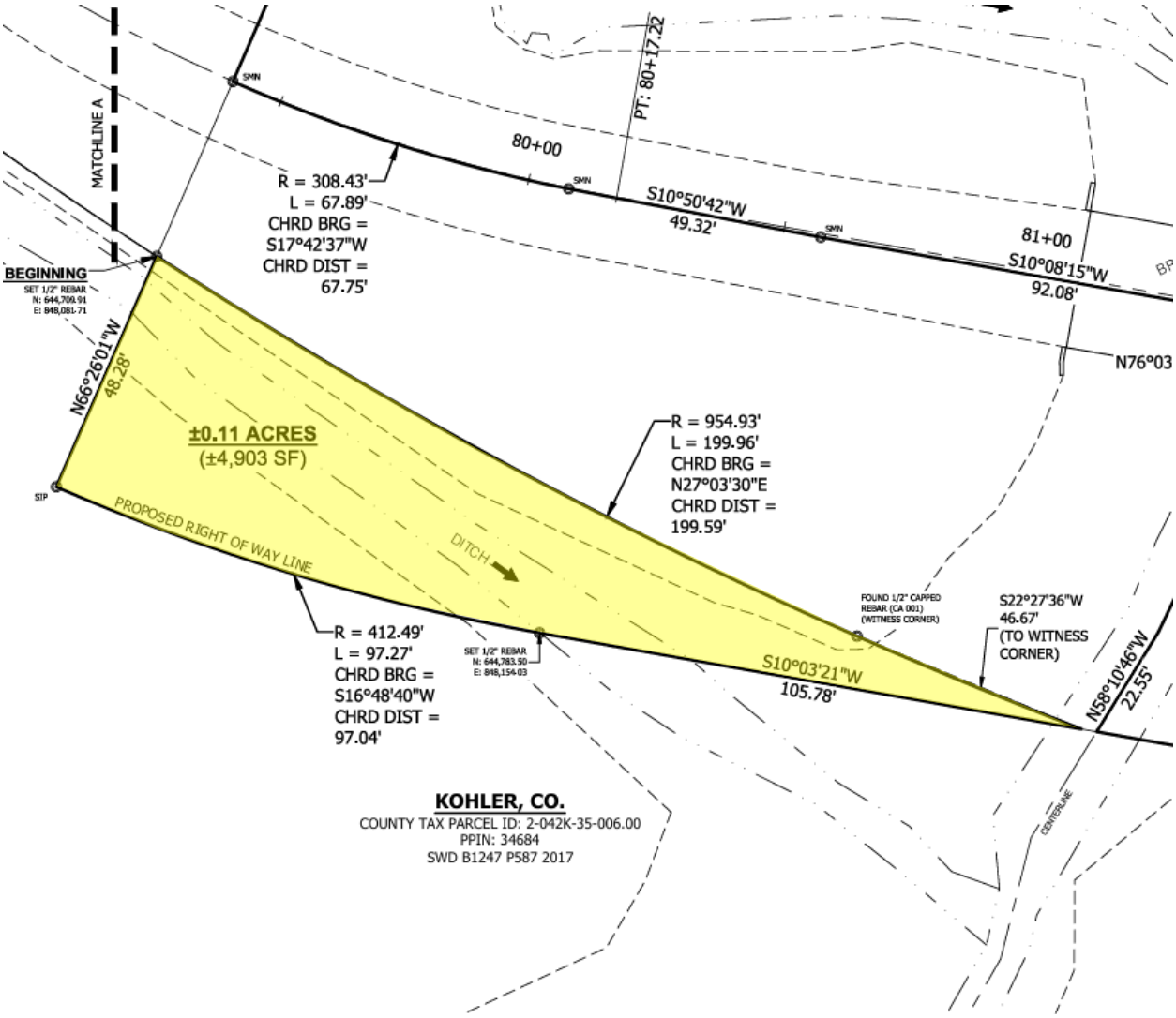


View of the improvements on the subject property.

Location Map



R.O.W. MAP


MATCHLINE A
BEGINNING
SET 1/2" REBAR
N: 644,709.91
E: 848,081.71
SMN
80+00
PT: 80+17.22
R = 308.43'
L = 67.89'
CHRD BRG =
S17°42'37"W
CHRD DIST =
67.75'
S10°50'42"W
49.32'
81+00
S10°08'15"W
92.08'
N76°03
N66°26'01"W
48.28'
±0.11 ACRES
(±4,903 SF)
SIP
PROPOSED RIGHT OF WAY LINE
DITCH
R = 954.93'
L = 199.96'
CHRD BRG =
N27°03'30"E
CHRD DIST =
199.59'
R = 412.49'
L = 97.27'
CHRD BRG =
S16°48'40"W
CHRD DIST =
97.04'
SET 1/2" REBAR
N: 644,783.50
E: 848,154.03
FOUND 1/2" CAPPED
REBAR (CA 001)
(WITNESS CORNER)
S22°27'36"W
46.67'
(TO WITNESS
CORNER)
S10°03'21"W
105.78'
N58°10'46"W
22.55'
KOHLER, CO.
COUNTY TAX PARCEL ID: 2-042K-35-006.00
PPIN: 34684
SWD B1247 P587 2017
CENTERLINE

Legal Description

Parcel PPIN 34684
Kohler, Co.

STATE OF MISSISSIPPI
COUNTY OF FORREST

A Part of Lot 6, Hattiesburg Industrial Park Subdivision, Unit 2, in the County of Forrest, State of Mississippi, and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.9999676209 and a convergence angle of (minus) -0°13'37.44" at the Westmost Corner of Lot 5 of said Subdivision, and

Commencing at a 1/2 Inch Capped Rebar (Certificate of Authority 001) representing said Westmost Corner, and having a Grid value of **N 644,101.64 feet** and **E 847,580.35 feet** on said East Zone Grid;

thence run N40°00'22"E and along the Northwestern Line of said Lot 5 and said Lot 6 for 673.97 feet to a 1/2 Inch Capped Rebar (Certificate of Authority 001),

thence run Northeasterly along an Arc to the Left and along said Northwestern Line of Lot 6 for a distance of 114.54 feet to a 1/2 Inch Rebar representing the Intersection of said Northwestern Lot Line and the Proposed Southeastern Right of Way Line of Project LSBP-18(22), for the **Point of Beginning** having a Grid Value of **N 644,709.91 feet** and **E 848,081.71 feet**, on said East Zone Grid, said Arc having a Radius of 954.93 feet, a Chord Bearing of N36°29'36"E, and a Chord Distance of 114.47 feet,

thence continue Northeasterly along an Arc to the Left and along said Northwestern Line of Lot 6 for a distance of 199.96 feet to the Intersection of said Northwestern Line and said Proposed Southeastern Right of Way Line, said Arc having a Radius of 954.93 feet, a Chord Bearing of N27°03'30"E, and a Chord Distance of 199.59 feet, (Witness Corner, 1/2 Inch Rebar, Bearing S22°27'36"W, Distance 46.67 feet),

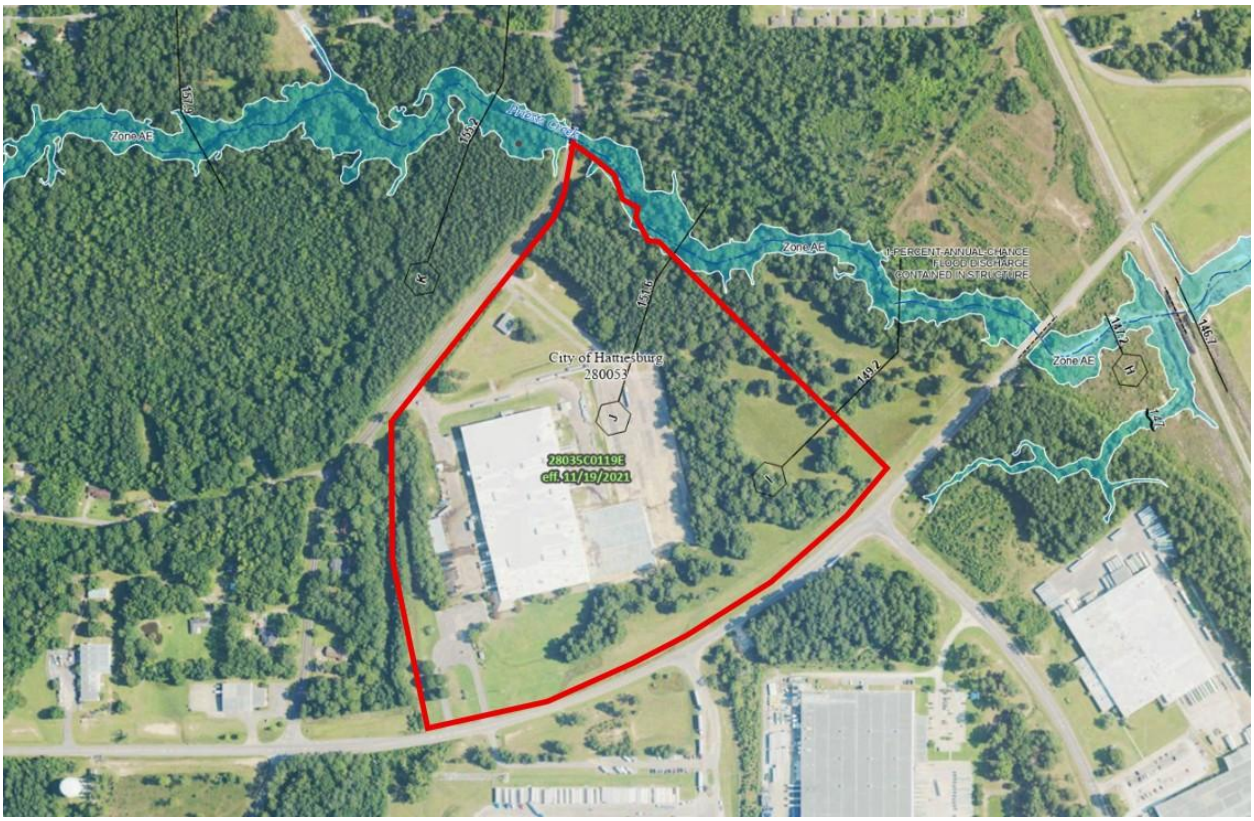
thence run S10°03'21"W and along said Proposed Southeastern Right of Way Line for 105.78 feet to a 1/2 Inch Rebar, having a Grid Value of **N 644,783.50 feet** and **E 848,154.03 feet**, on said East Zone Grid,

thence run Southwesterly along an Arc to the Right and along said Proposed Southeastern Right of Way Line for a distance of 97.27 feet to a 1/2 Inch Rebar, said Arc having a Radius of 412.49 feet, a Chord Bearing of S16°48'40"W, and a Chord Distance of 97.04 feet,

thence run N66°26'01"W and along said Proposed Southeastern Right of Way Line for 48.28 feet to the **Point of Beginning**,

comprising **0.11 Acres (4,903 Square Feet)**, more or less.

Flood Map


Zone AE
Zone AE
1 PERCENT ANNUAL CHANCE FLOOD DISCHARGE CONTAINED IN STRUCTURE
Zone AE
City of Hattiesburg
280053
28035C0119E
eff. 11/19/2021

Property Appraisal Link

FORREST COUNTY, MS

Current Date 3/16/2026 Tax Year 2025

APPRAISAL INQUIRY

PARCEL 2-042K-35-006.00	**ALT PARCEL NUMBER** 267 -0334-002-001.01
PPIN 034684	**SKETCH** 1 VIEW 01 VIEW 02
OWNER NAME	DISCOVERY ENERGY LLC
OWNER ADDRESS	C/O PLATINUM EQUITY ADVISORS LLC 360 NORTH CRESCENT DRIVE S BUILDING ATTN GENERAL COUNSEL BEVERLY HILLS CA90210
PROPERTY ADDRESS	182 J M TATUM INDUSTRIAL DRIVE
PROPERTY IS VACANT (Y/N) N	
FIELD WORK BY BT **DATE:** 5/13/1999	
CLASSED BY **DATE:** / /	
REVIEWED BY QG **DATE:** 8/31/2017	
REALTOR CODE	

LEGAL DESCRIPTION

1	ALL LOT 5 AND 7 AND PART OF LTS 4,6
2	AND 8 UNIT 2 OF HATTIESBURG
3	INDUSTRIAL PARK SUB BEG AT THE
4	WESTERN MOST CORNER OF SAID LOT 5
5	SOUTH 40DEG WEST 182.64' SOUTH
6	455.36' SOUTH 12DEG EAST 634.14'
7	TO THE NORTHERN ROW OF JOHN MERLE
8	TATUM INDUSTRIAL DRIVE NELY ALG DR
9	1928.14' NORTH 46DEG WEST 1139.02'
10	TO THE CENTERLINE OF PRIEST CREEK
11	NORTH 58DEG WEST 150' NORTH 16DEG W
12	ALG THE CENTERLINE OF CREEK 170'
13	NORTH 49DEG WEST ALG CREEK 163.34'
14	TO SULLIVAN ROAD SOUTHWESTERLY ALG
15	ROAD 315.70' SOUTH 40DEG WEST 674.0
16	4' BACK TO POB CONT. 46.32 AC M/L

Section 35 **Township** 01N **Range** 13W

Book 1447 **Page** 0248 **Type** WD **Date** 5/ 3/2024

Book 1247 **Page** 587 **Type** SWD **Date** 1/30/2017

Book 1247 **Page** 591 **Type Date** 1/31/2017

LOT INFORMATION

LOT CODE **LOT SIZE** **LOT VALUE**

CODE	FRONT FT	DEPTH	PRICE	DEPTH TABLE	DEPTH %	ADJ. %	DESCRIPTION	ADJ PRICE	APPRAISED	CLASS

*** NO LOT INFO ***

ACRE INFORMATION

ACRES	TYPE	QUAL CLASS	PRICE CODE	UNCULTIVATED CODE	PRICE	ADJ. %	DESCRIPTION	APPRAISED	MARKET
46.32	2	1	O		12000.00	1.00		555840	555840

ACREAGE VALUE	555840	**OVERALL VALUE**	555840
LAND USE CODE CLASS 1			
LAND USE CODE CLASS 2			

BUILDING DESCRIPTIONS

NUMBER	CODE	BUILDING DESCRIPTION	VALUE	ELIGIBLE CLASS 1
001	030	OFFICE	574460	N
003	018	ASPHALT PAVING	111330	N
004	016	FENCING W/BARB WIRE 6'-8'-12'	23760	N
005	007	CARPORT	6550	N
001	038	FACTORY	3559330	N
001	B34	WAREHOUSE/SHED	25060	N

TOTAL PARCEL VALUE 4856330

Property Appraisal Link

FORREST COUNTY, MS

Current Date **3/16/2026**

APPRAISAL INQUIRY			
PARCEL	2-042K-35-006.00	**ALT PARCEL NUMBER**	267 -0334-002-001.01
PPIN	034684	**SKETCH**	2
OWNER NAME	DISCOVERY ENERGY LLC		

APPRAISAL SUMMARY - STRUCTURE CLASS R AND C		
EXTERIOR	CORR. METAL	CB PLAIN 8"
ROOF TYPE	BARJST/RIDG INS	
ROOF MATERIAL	ENAMEL METAL	
FLOORS	CONCRETE RAISED	
INTERIOR	UNFINISHED	
PLUMBING	NONE	
ELECTRIC	AVERAGE	
ADJUST	FR OPEN STEEL	HEIGHT
EXTRAS	Urinal	
	FHA/AC(INDUST	
	04	02
	02	

	BASIC AREA	192640
	UNITS: CONST 95	
	CLASS C **CLASS UNITS**	24
=	**TOTAL UNITS**	119
X	**RATES: BASE** 28.93 **ADJ.**	34.43
X	**INDEX** 1.160 **COST/SF**	39.94
X	**ADJUSTED AREA**	192928
=	**BASIC COST**	7705544
+	**EXTRA FEATURES**	1914264
=	**ADJUSTED COST**	9619808
	DEPRECIATION:	
	STRAIGHT	70
	ADDITIONAL	- 33
	OVERRIDE	
X	**CONDITION**	37 %
=	**DEPRECIATED COST**	3559329
X	**NUMBER OF BUILDINGS**	1
	FINAL VALUE	3559330
	OVERRIDE VALUE	

YEAR BUILT 1998

OVERRIDE REASON AGREED VALUE

Property Appraisal Link

FORREST COUNTY, MS

Current Date **3/16/2026**

APPRAISAL INQUIRY			
PARCEL	2-042K-35-006.00	**ALT PARCEL NUMBER**	267 -0334-002-001.01
PPIN	034684	**SKETCH**	1
OWNER NAME	DISCOVERY ENERGY LLC		

APPRAISAL SUMMARY - STRUCTURE CLASS M, B, O & G	
STRUCTURE:	018 ASPHALT PAVING
YEAR BUILT:	1998
QUALITY:	G (L=Low Cost, A=Average, G=Good)
RATE:	3.08
LOCATION INDEX:	1.160
SQUARE FOOT COST:	3.57
BASE AREA:	69300
ADJUSTED AREA:	69300
REPLACEMENT COST:	247401
CONDITION:	45
DEPRECIATED COST:	111330
FINAL VALUE:	111330
COMMENT:	

Property Appraisal Link

FORREST COUNTY, MS

Current Date **3/16/2026**

APPRAISAL INQUIRY			
PARCEL	2-042K-35-006.00	**ALT PARCEL NUMBER**	267 -0334-002-001.01
PPIN	034684	**SKETCH**	1
OWNER NAME	DISCOVERY ENERGY LLC		

APPRAISAL SUMMARY - STRUCTURE CLASS M, B, O & G	
STRUCTURE:	007 CARPORT
YEAR BUILT:	2000
QUALITY:	G (L=Low Cost, A=Average, G=Good)
RATE:	14.57
LOCATION INDEX:	1.160
SQUARE FOOT COST:	16.90
BASE AREA:	861
ADJUSTED AREA:	861
REPLACEMENT COST:	14551
CONDITION:	45
DEPRECIATED COST:	6548
FINAL VALUE:	6550
COMMENT:	

Property Appraisal Link

FORREST COUNTY, MS

Current Date **3/16/2026**

APPRAISAL INQUIRY			
PARCEL	2-042K-35-006.00	**ALT PARCEL NUMBER**	267 -0334-002-001.01
PPIN	034684	**SKETCH**	1
OWNER NAME	DISCOVERY ENERGY LLC		

APPRAISAL SUMMARY - STRUCTURE CLASS M, B, O & G	
STRUCTURE:	016 FENCING W/BARB WIRE 6'-8'-12'
YEAR BUILT:	1998
QUALITY:	A **(L=Low Cost, A=Average, G=Good)**
RATE:	24.03
LOCATION INDEX:	1.160
SQUARE FOOT COST:	27.87
BASE AREA:	1550
ADJUSTED AREA:	1550
REPLACEMENT COST:	43199
CONDITION:	55
DEPRECIATED COST:	23759
FINAL VALUE:	23760
COMMENT:	

Property Appraisal Link

FORREST COUNTY, MS

Current Date **3/16/2026**

APPRAISAL INQUIRY			
PARCEL	2-042K-35-006.00	**ALT PARCEL NUMBER**	267 -0334-002-001.01
PPIN	034684	**SKETCH**	3
OWNER NAME	DISCOVERY ENERGY LLC		

APPRAISAL SUMMARY - STRUCTURE CLASS M, B, O & G	
STRUCTURE:	B34 WAREHOUSE/SHED
YEAR BUILT:	1983
QUALITY:	A **(L=Low Cost, A=Average, G=Good)**
RATE:	9.18
LOCATION INDEX:	1.160
SQUARE FOOT COST:	10.65
BASE AREA:	3000
ADJUSTED AREA:	3000
REPLACEMENT COST:	38551
CONDITION:	65
DEPRECIATED COST:	25058
FINAL VALUE:	25060
COMMENT:	

Property Appraisal Link

FORREST COUNTY, MS

Current Date **3/16/2026**

APPRAISAL INQUIRY			
PARCEL	2-042K-35-006.00	**ALT PARCEL NUMBER**	267 -0334-002-001.01
PPIN	034684	**SKETCH**	1
OWNER NAME	DISCOVERY ENERGY LLC		

APPRAISAL SUMMARY - STRUCTURE CLASS R AND C		
EXTERIOR	CB PLAIN 8"	
ROOF TYPE	BARJST/RIDG INS	
ROOF MATERIAL	BUILT UP T & G	
FLOORS	CARPET & U	
INTERIOR	DRYWALL	
PLUMBING	GOOD	
ELECTRIC	AVERAGE	
ADJUST	FR OPEN STEEL	HEIGHT
EXTRAS	Urinal	
	FHA/AC (OFF)	
	04	

	BASIC AREA	17257
	UNITS: CONST 119	
	CLASS C **CLASS UNITS**	24
=	**TOTAL UNITS**	143
X	**RATES: BASE** 45.32 **ADJ.**	64.81
X	**INDEX** 1.160 **COST/SF**	75.18
X	**ADJUSTED AREA**	17339
=	**BASIC COST**	1303546
+	**EXTRA FEATURES**	249058
=	**ADJUSTED COST**	1552604
	DEPRECIATION:	
	STRAIGHT	70
	ADDITIONAL	- 33
	OVERRIDE	
X	**CONDITION**	37 **%**
=	**DEPRECIATED COST**	574463
X	**NUMBER OF BUILDINGS**	1
	FINAL VALUE	574460
	OVERRIDE VALUE	

YEAR BUILT 1998

OVERRIDE REASON

Delta Tax

Property Link

FORREST COUNTY, MS

Current Date **3/16/2026**

Tax Year 2025

Records Last Updated **3/16/2026**

PROPERTY DETAIL

OWNER	DISCOVERY ENERGY LLC	**ACRES :** 46.32
	C/O PLATINUM EQUITY ADVISORS L	**LAND VALUE :** 555840
	360 NORTH CRESCENT DRIVE S BUI	**IMPROVEMENTS :** 4300490
	BEVERLY HILLS CA 90210	**TOTAL VALUE:** 4856330
		ASSESSED : 728450
PARCEL	2-042K-35-006.00	
ADDRESS	182 J M TATUM INDUSTRIAL DRI	

TAX INFORMATION

YEAR 2025	TAX DUE	PAID	BALANCE
COUNTY	47557.39	47557.39	0.00
CITY	40159.45	40159.45	0.00
SCHOOL	47837.31	47837.31	0.00
TOTAL	135554.15	135554.15	0.00

LAST PAYMENT DATE 1 / 20 / 2026

MISCELLANEOUS INFORMATION

EXEMPT CODE		**LEGAL**	ALL LOT 5 AND 7 AND PART OF LT
HOMESTEAD CODE	None		S 4,6
TAX DISTRICT	1110		AND 8 UNIT 2 OF HATTIESBURG
PPIN	034684		INDUSTRIAL PARK SUB BEG AT THE
SECTION	35		WESTERN MOST CORNER OF SAID LO
TOWNSHIP	01N		T 5
RANGE	13W		SOUTH 40DEG WEST 182.64' SOUTH
			455.36' SOUTH 12DEG EAST 634.1

Book 1447 **Page** 0248

TAX PAID HISTORY

Year	Owner	Total Tax	Paid(Y/N)
2022	KOHLER CO	135174.58	Y LAST PAYMENT DATE 1/23/2023
2021	KOHLER CO	135174.58	Y LAST PAYMENT DATE 1/31/2022
2020	KOHLER CO	130950.10	Y LAST PAYMENT DATE 1/28/2021
2019	KOHLER CO	129213.51	Y LAST PAYMENT DATE 2/12/2020
2018	KOHLER CO	129667.15	Y LAST PAYMENT DATE 2/ 1/2019
2017	KOHLER CO	127078.78	Y LAST PAYMENT DATE 1/30/2018
2016	KOHLER CO	126032.36	Y LAST PAYMENT DATE 1/30/2017

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By

NO TAX SALES FOUND

Memorandum

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

From: **Ann Jones**

cc: **Ann Jones**

Date: **Tuesday, July 7, 2026**

Re: **Adopt a Resolution declaring surplus a certain parcel of City-owned property located at 418 Mobile Street, Parcel # 2-029G-03-552.00, and authorize sale and execution of a Quitclaim Deed in the amount of $2,500.00 in accordance with 21-17-1; authorize the Mayor and City Clerk to execute any and all necessary documentation for the same.**
File Number: 2026-541
Minute Book #

Summary
Adopt a Resolution declaring surplus a certain parcel of City-owned property located at 418 Mobile Street, Parcel # 2-029G-03-552.00, and authorize sale and execution of a Quitclaim Deed in the amount of $2,500.00 in accordance with 21-17-1; authorize the Mayor and City Clerk to execute any and all necessary documentation for the same.

Recommendation Statement
I recommend this item for approval.

Please place this on the July 7, 2026 City Council meeting for consideration.

Prepared by and return to:
City of Hattiesburg
Clerk of Council
P.O. Box 1898
Hattiesburg, MS 39403
601-545-4551

INDEXING INSTRUCTIONS:
Pt. of Lot 5, Block 103,
Kamper & Whinnery Survey,
City of Hattiesburg,
Forrest County, Mississippi

STATE OF MISSISSIPPI
COUNTY OF FORREST

SPECIAL 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 all of which are hereby acknowledged,

CITY OF HATTIESBURG, MISSISSIPPI,
a Municipal Corporation
P.O. Box 1898
Hattiesburg, MS 39403
601-545-4540

the undersigned Grantor, does hereby grant, bargain, sell, convey, and specially warrant unto Grantee,

JASON McBRIDE
422 Mobile St.
Hattiesburg, MS 39401
601-467-1791

without warranty, expressed or implied, except as to title, that certain real property lying and being situated in Forrest County, Mississippi, more particularly described in Exhibit A, attached hereto and incorporated herein by reference.

Said property and interest therein being that conveyed to Grantor by the State of Mississippi via Forfeited Tax Land Patent No. 78074 dated August 17, 2009, as recorded October 5, 2009, at book 1069, page 272, of the Land Deeds and Records in the office of the Chancery Clerk of Forrest County, Mississippi.

This conveyance is made pursuant to the provisions of Miss. Code Section 21-17-1 and the authorizing Resolution of the Mayor and Council of the City of Hattiesburg, as recorded in the official minutes thereof.

WITNESS GRANTOR'S SIGNATURE on this the _____ day of _____, 2026.

CITY OF HATTIESBURG, MISSISSIPPI

_____

By: Toby Barker, Mayor

ATTESTED BY;

_____

KERMAS EATON, CITY CLERK

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the above said County and State, the within named Toby Barker, who acknowledged that he signed, executed, and delivered the above and foregoing Special Warranty Deed on the day and year therein stated on behalf of the City of Hattiesburg, Mississippi, in his capacity as Mayor, having first been duly authorized so to do.

Given under my hand and seal of office this the _____ day of _____, 2026.

_____

NOTARY

My Commission Expires:

EXHIBIT A

Beg 50 ft S NE Cor Lot 5 S 40 ft W 65 ft N 40 ft E 65 ft to Beg Block 103 Kamper and Whinnery Record #14992 PPIN #18855
Parcel #234-0444-10300700
Section 3, Township 4 North, Range 13 West
Parcel/PPIN: 234044410300700
Forrest County, Mississippi.

Ladd Appraisal Services LLC

P.O. Box 16658
Hattiesburg, MS 39404
Tax ID#45-4455154

Invoice

Date	Invoice #
4/17/2026	8705

Bill To
Mr. Melvin Williams 418 Mobile Street Hattiesburg, MS 39401

Description	Amount
Services rendered 418 Mobile St Hattiesburg, MS Client: Williams MAKE CHECKS PAYABLE TO LADD APPRAISAL SERVICES, LLC	400.00
	Total $400.00

Client Mr. Melvin Williams Address 418 Mobile Street, Hattiesburg, MS, 39401

Occupant None Appraiser Becky Ladd Instructions to Appraiser Opinion of market value

Intended User: Melvin Williams Intended Use: Opinion of Value

NEIGHBORHOOD

Location	X Urban	Suburban	Rural
Built Up	Over 75%	X 25% to 75%	Under 25%
Growth Rate	Fully Dev.	Rapid	Steady	X Slow
Property Values	Increasing	Stable	X Declining
Demand/Supply	Shortage	In Balance	X Over Supply
Marketing Time	Under 3 Mos.	4-6 Mos.	X Over 6 Mos.

Present Land Use 65 % 1 Family 5 % 2-4 Fam 5 % Apts. ___ % Condo 5 % Commercial

100.000000 5 % Industrial 5 % Vacant 10 % ___

Change in Present Land Use X Not Likely Likely (*) Taking Place (*)

(*) From ___ To ___

Predominant Occupancy X Owner Tenant 15 % Vacant

Single Family Price Range $ 5,000 to $ 150,000 Predominant Value $ 65,000

Single Family Age 10 yrs. to 135 yrs. Predominant Age 75 yrs.

	Good	Avg.	Fair	Poor
Employment Stability		X		
Convenience to Employment		X		
Convenience to Shopping		X		
Convenience to Schools		X		
Adequacy of Public Transportation		X		
Recreational Facilities		X		
Adequacy of Utilities		X		
Property Compatibility		X		
Protection from Detrimental Conditions			X	
Police and Fire Protection		X		
General Appearance of Properties			X	
Appeal to Market			X	

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, noise) The subject is located in southeast Hattiesburg. Homes in the area vary in age, quality, condition and levels of maintenance. Many sites on the subject street are vacant lots.

SITE

Dimensions 40x65 = 2600 sq. ft. Corner Lot

Zoning Classification B-2 Present improvements do do not conform to zoning regulations

Highest and best use: Present use X Other (specify) B-2/Business

	Public	Other (Describe)
Elec.	X	
Gas	X	
Water	X	
San. Sewer	X	
	Underground Elect. & Tel.	

OFF SITE IMPROVEMENTS

Street Access: X Public Private

Surface Asphalt Paved

Maintenance: X Public Private

Storm Sewer Curb/Gutter

Sidewalk Street Lights

Topo Generally level

Size Typical

Shape Rectangular

View Vacant lot/city street

Drainage Appears adequate/Flood zone

Is the property located in a HUD Identified Special Flood Hazard Area? No X Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) No adverse easements or encroachments are noted. No survey was furnished. The subject site in located in a flood zone. New construction would have to be above the flood plain.

MARKET DATA ANALYSIS

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

For the Market Data Analysis X See grid below. See narrative attachment.

ITEM	Subject Property	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	418 Mobile Street Hattiesburg, MS 39401	505 Mobile Street Hattiesburg, MS 39401		635 W 4th Street Hattiesburg, MS 39401		1008 E 5th Street Hattiesburg, MS 39401	
Proximity to Subj.	[redacted]	0.05 miles NE		1.02 miles W		0.55 miles E	
Sales Price	$ 2,500	[redacted]	$ 5,000	[redacted]	$ 6,500	[redacted]	$ 1,800
Price	$ 0.961538	[redacted]	$ NA	[redacted]	$ NA	[redacted]	$ NA
Data Source	Field Notes	MLS-137170		MLS#139180		MLS#144217	
Date of Sale and Time Adjustment	DESCRIPTION NA	DESCRIPTION 07/10/2024	+ (-) $ Adjustment	DESCRIPTION 01/24/2025	+ (-) $ Adjustment	DESCRIPTION 10/07/2025	+ (-) $ Adjustment
Location	Flood Zone/Urban	Urban/Flood		Urban/No Flood	-300	Urban/Flood	
Site/View	Street/Avg	Street/Avg		Street/Avg		Street/Avg/Inferior	+700
Site Area	2600 sq. ft.	944 sf	+1,000	13504 sf	-1,500	8000 sf	
	Generally Level	Similar		Similar		Similar	
		Cash		Cash		Cash	
		$150/C.Costs		$500/C.Costs		$400/C.Costs	
Sales or Financing Concessions							
Net Adj. (Total)	[redacted]	X Plus Minus $	1,000	Plus X Minus $	-1,800	X Plus Minus $	700
Indicated Value of Subject	[redacted]	Gross 20.0% Net 20.0%	$ 6,000	Gross 27.7% Net -27.7%	$ 4,700	Gross 38.9% Net 38.9%	$ 2,500

Comments on Market Data: Market activity is somewhat limited in the subject neighborhood. These comps are the most recent sales in the area.

TION

Comments and Conditions of Appraisal: This appraisal has been done in "as is" condition. No mineral rights have been

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

9. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale of the subject property.

10. I have knowledge and experience in appraising this type of property in this market area.

11. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

12. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

13. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

14. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

15. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

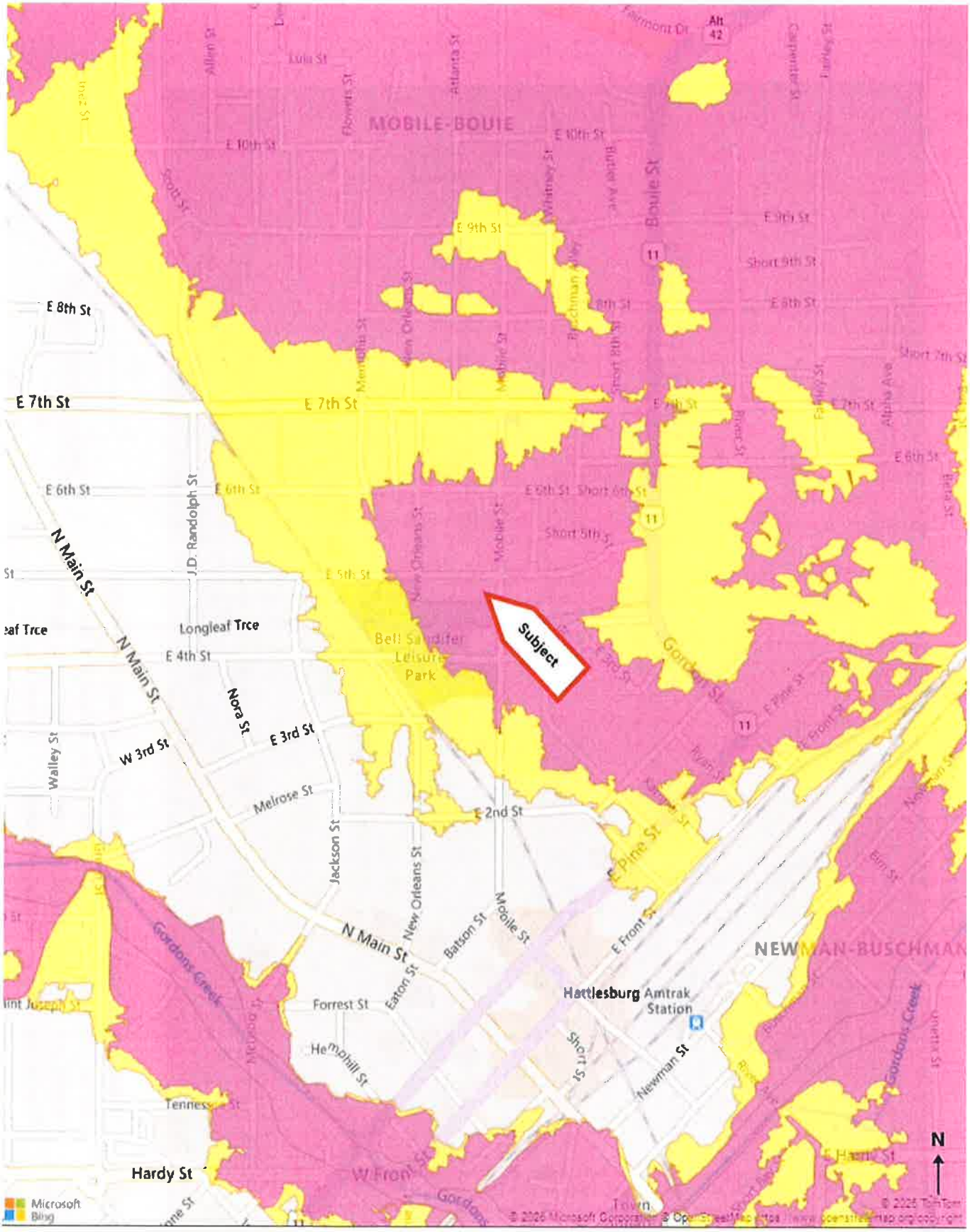
16. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

17. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event.

18. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

19. I identified the client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

20. I am aware that any disclosure or distribution of this appraisal report by me or the client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice



Flood Zones

- Areas inundated by 100-year flooding
- Areas inundated by 500-year flooding
- Areas of undetermined but possible flood hazards
- Floodway areas with velocity hazard
- Floodway areas
- COBRA zone

Flood Zone Determination

Latitude: 31.333020

Longitude: -89.290221

Community Name:

This Report is for the sole benefit of the Customer that ordered and paid for the Report and is based on the property information provided by that Customer. That Customer's use of this Report is subject to the terms agreed

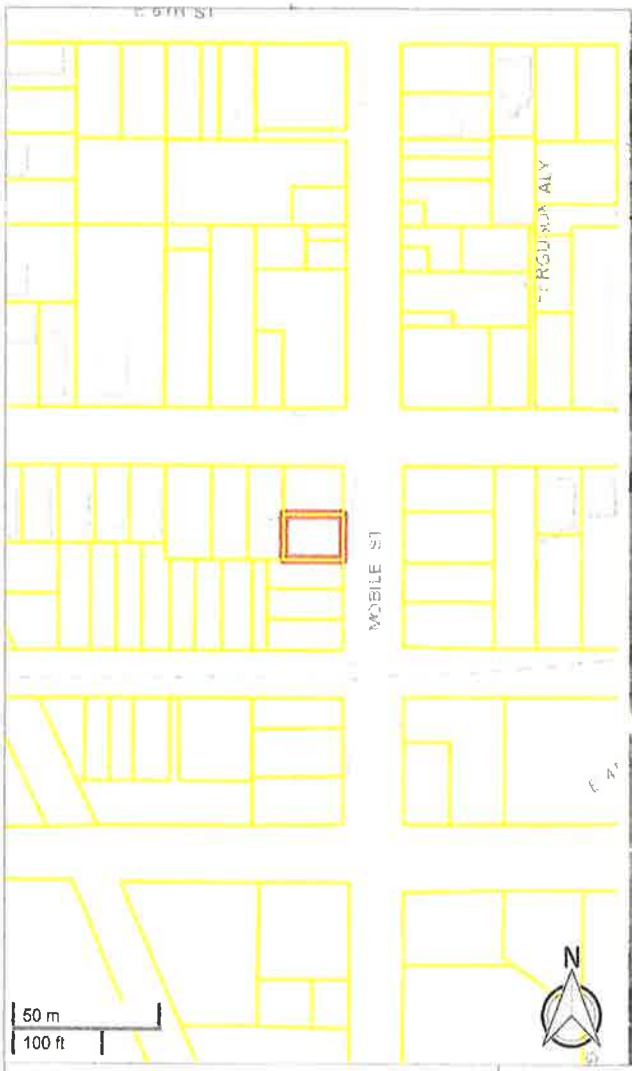


FRONT VIEW OF
SUBJECT PROPERTY

REAR VIEW OF
SUBJECT PROPERTY



STREET SCENE OF
SUBJECT PROPERTY





Forrest County, MS

Forrest County online map access is provided as a public service, as is, as available and without warranties, expressed or implied. Content published on this website is for informational purposes only, and is not intended to constitute a legal record nor should it be substituted for the advice or services of a licensed professional. Parcel map information is prepared for the inventory of real property found within County jurisdiction and is compiled from recorded deeds, plats, and other public documents in accordance with Land Records Technical Specifications for Base, Cadastral and Digital Mapping Systems. Users are hereby notified that the aforementioned public record sources should be consulted for verification of information. With limited exception, data available on this website originates from Forrest County Land Records GIS and is maintained for the internal use of the County. The County of Forrest and the Website Provider disclaim all responsibility and legal liability for the content published on this website. The user agrees that Forrest County and its Assigns shall be held harmless from all actions, claims, damages or judgments arising out of the use of County data.

Forrest County Tax Assessor/Collector

PPIN:	18855
PARCEL_ID:	2-029G-03-552.00
OWNERNAME:	CITY OF HATTIESBURG
ADDRESS1:	P O BOX 1898
ADDRESS2:	
CITY:	HATTIESBURG
STATE:	MS
ZIP:	39403
SECTION:	03
TOWNSHIP:	04N
RANGE:	13W
LEGAL1:	BEG 50FT S NE COR LOT 5 S 40FT
LEGAL2:	W 65FT N 40FT E 65FT TO BEG
LEGAL3:	BLK 103
TAX_DIST:	1110
CULT_AC1:	0
CULT_AC2:	0
UNCULT_AC1:	0
UNCULT_AC2:	0
TOTAL_AC:	0
CULT_VAL1:	5480
CULT_VAL2:	0
UNCUL_VAL1:	0
UNCUL_VAL2:	0
LAND_VAL:	5480

Forrest County, MS



1:564

0 0 0.01 0.02 mi

0 0.01 0.01 0.02 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

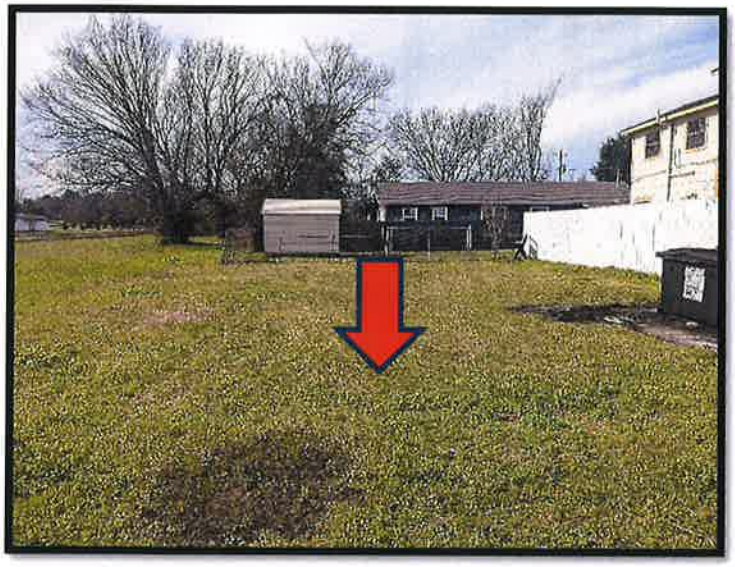
els	forrest_ms_secno	forrest_ms_parcelno	forrest_ms_dim
s_water	forrest_ms_rrname	forrest_ms_misc	forrest_ms_citylim
s_twprng	forrest_ms_reftxt	forrest_ms_lotno	forrest_ms_ac
s_subdblk	forrest_ms_rdname	forrest_ms_exempt	

enStreetMap, Microsoft, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS | Copyright:© 2013 National Geographic Society, i-cubed | USGS The

APPRAISAL REPORT

Property Identification:

Vacant Lot - (PPIN No. 18855)
418 Mobile Street,
Hattiesburg, Mississippi 39401



Prepared For:

City of Hattiesburg
Attn: Ann Jones, Chief Administrative Officer
200 Forrest Street,
Hattiesburg, Mississippi 39401

Prepared By:

Zac Fairley Appraisals, LLC
47 Town Center Square, Suite 201
Hattiesburg, Mississippi 39402

Date of Report:
January 16, 2026

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ADDENDA
Subject Exhibits
Engagement Letter
Qualifications of Appraisers

Summary of Salient Facts and Conclusions	
Property Name	Vacant Lot
Property Type	Land
Property Address	418 Mobile Street Hattiesburg, Forrest County, Mississippi 39401
Property Location	The property is located on the east side of Hattiesburg in the Mobile-Bouie Neighborhood of Downtown Hattiesburg.
Property Tax Identification Number(s)	2-029G-03-552.00
Owner of Record	City of Hattiesburg
Date of the Report	January 16, 2026
Effective Date of the Appraisal	January 12, 2026
Property Rights Appraised	Fee Simple
Land Area	40' x 65' or 2,600 Square Feet, More or Less The site size was obtained from the legal description found in the Forfeited Tax Land Patent, and considered to be accurate. A survey of the property was not provided. If a survey is provided indicating a different acreage, we reserve the right to alter our value.
Zoning Designation	B-2; Neighborhood Business District
Highest and Best Use As Vacant	Assemblage
Property Rights Appraised	Fee Simple
Current Use	Vacant
Market Value Conclusions	**"As Is"**
Sales Comparison Approach	$2,500
Final Value Conclusion	**$2,500**

Purpose of the Appraisal

The purpose of this appraisal is to develop an opinion of the market value as is of the fee simple interest in the property as of the effective appraisal date, January 12, 2026.

Intended Use/Client and Intended User(s)

The intended use of this report is for internal decision making purposes for the client. It is our understanding that the client and intended user of the report is the City of Hattiesburg. The appraisal is not intended for any other use or user. The definition of market value relied upon is included before the Addenda.

Competency of the Appraisers

The appraisers' specific qualifications are included within this report. These qualifications serve as evidence of their competence for the completion of this appraisal assignment in compliance with the competency provision in USPAP. The appraisers' knowledge and experience, combined with their professional qualifications, are commensurate with the complexity of this assignment. The appraiser has

I am not an engineer and are not competent to judge matters of an engineering nature, nor have I retained independent structural, mechanical, electrical, or civil engineers in connection with the report. As such, I make no representations relative to the condition of the improvements, if any exist. Unless otherwise noted in the report, no problems were brought to the attention of the appraiser by the client or property owner.

If questions regarding engineering studies are critical to the decision process of the reader, the advice of competent engineering consultants should be obtained and relied upon.

Data Research

The type and extent of my research and analysis is detailed in individual sections of the report. This includes the steps took to verify comparable sales, which are disclosed in the comparable sale profile sheets in the report. Although we make an effort to confirm the arms-length nature of each sale with a party to the transaction, it is sometimes necessary to rely on secondary verification from sources deemed reliable.

Legal Description

Beg 50 ft S NE Cor Lot 5 S 40 ft W 65 ft N 40 ft E 65 ft to Beg Block 103 Kamper and Whinnery Record #14992 PPIN #18855 Parcel #234-0444-10300700 Section 3, Township 4 North, Range 13 West Parcel/PPIN: 234044410300700 Forrest County, Mississippi.

Property History/Ownership

The property is owned by the City of Hattiesburg. This conveyance is recorded in Deed Book 1069, Page 272. We are not aware of any conveyances in ownership in the last three years.

To the best of my knowledge, the property is not currently listed for sale nor is it under contract or option to purchase.

Taxes and Assessments

ASSESSMENT INFORMATION – FORREST COUNTY						
PPIN #	Land Size	Land Assessment		Improvement Assessment		Total Assessment
18855	50'x90'	NA	NA	NA	NA	NA

TAX INFORMATION - Forrest COUNTY				
County	City	School	Total	Taxes Paid
Exempt	Exempt	Exempt	Exempt	Exempt

Marketing Time

The reasonable marketing time is an opinion of the amount of time it might take to sell a real or personal property interest at the concluded Market Value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. In this instance, we have determined a 12 month marketing time for the subject.

Exposure Time

Reasonable exposure time is one of a series of conditions in most Market Value definitions. Exposure time is always presumed to precede the effective date of the appraisal.

Exposure time may be defined as follows: the length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at Market Value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market.

Exposure time is different for various types of property and under various market conditions. It is noted that the overall concept of reasonable exposure encompasses not only adequate, sufficient, and reasonable time but also adequate, sufficient, and reasonable effort. This statement focuses on the time component.

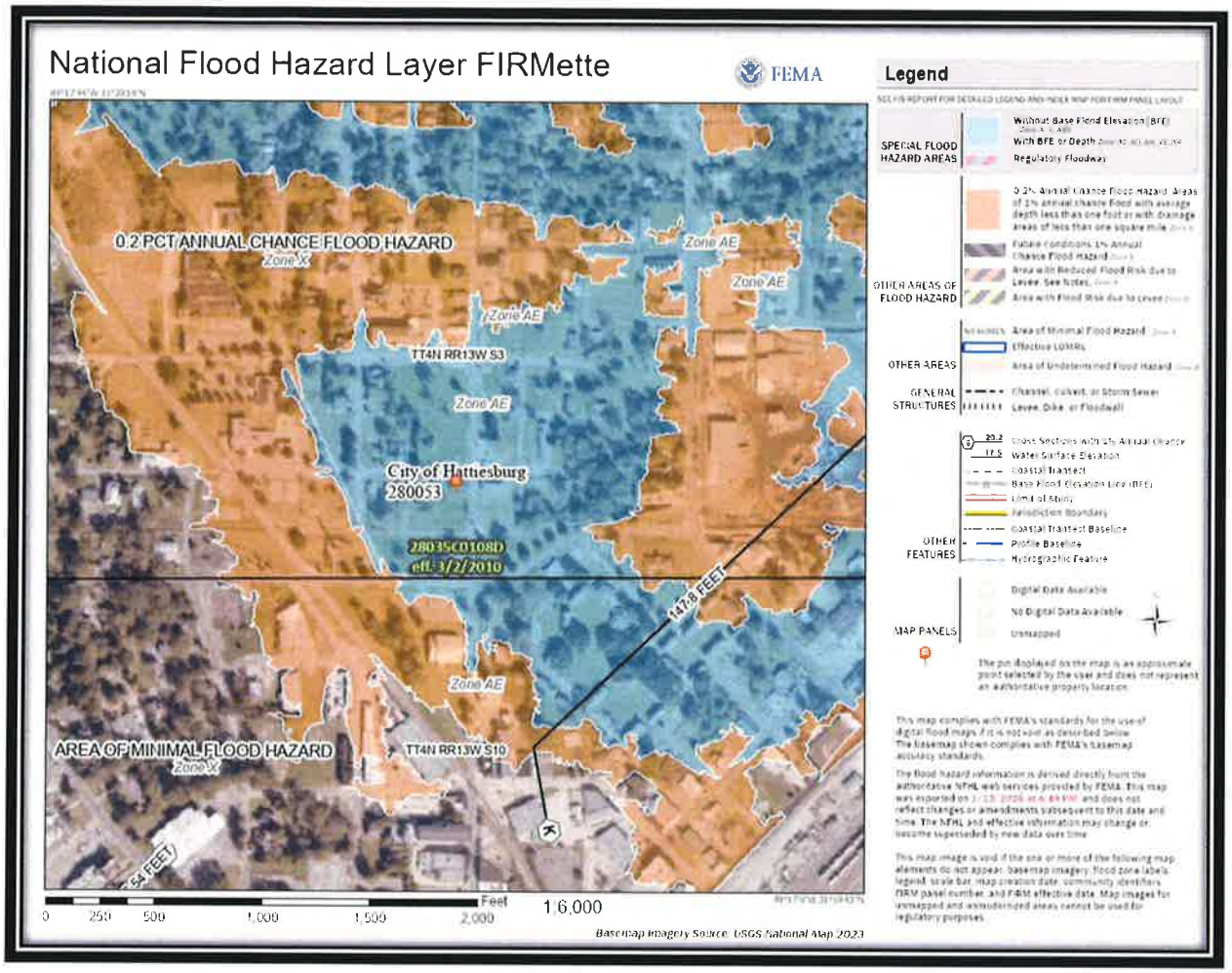
The fact that exposure time is always presumed to occur prior to the effective date of the appraisal is substantiated by related facts in the appraisal process: supply/demand conditions as of the effective date of the appraisal; the use of current cost information; the analysis of historical sales information (sold after exposure and after completion of negotiations between the seller and buyer); and the analysis of future income expectancy projected from the effective date of the appraisal.

Source: Standards 6 (SMT-6) *Uniform Standards of Professional Appraisal Practice*, 2010-2011 Edition, published by the Appraisal Standards Board of the Appraisal Foundation

Exposure period can be based on statistical information about days on market; information gathered through sales verification and interviews of market participants. In this instance, we have determined a 12 month exposure time for the subject.

The Market Value of the property appraised in this report is determined as of the date shown in the Certification. Constantly changing economic conditions have varying effects upon real property values. Even after the passage of a relatively short period of time, property values may change substantially.

SITE DESCRIPTION	
Location:	418 Mobile Street, Hattiesburg, Mississippi 39401
Current Use of the Property:	Vacant Lot - Commercial
Site Size:	Total: 2,600 Square Feet, More or Less Useable: 2,600 Square Feet, More or Less The total site size was determined from the Forfeited Tax Land Patent and considered accurate. If provided a survey of the property indicating a different acreage, we reserve the right to alter our value.
Frontage/Access:	Mobile Street fronts along the eastern boundary for +/-40feet.
Visibility:	The site has visibility and exposure from Mobile Street with adequate visibility from Alcorn Street.
Topography:	The property is an open grassy lot at the grade of Mobile Street.
Soil Conditions:	No soil analysis was furnished. For the purpose of this appraisal, soil conditions are assumed to have no detrimental influence on the highest and best use or value of the property.
Utilities:	All city services are available and in place on the property.
Flood Zone:	The subject is located in an area mapped by the Federal Emergency Management Agency (FEMA). The entire parcel is located in a FEMA Flood Zone AE, which is classified as a flood hazard area. FEMA Map Number: 28035C0108D FEMA Map Date: March 2, 2010
Wetlands/Watershed:	According to the National Wetland Inventory Mapper, the property does not contain wetlands. This would need to be confirmed with an engineer.
Environmental Issues:	There are no known adverse environmental conditions on the subject site. Please reference Limiting Conditions and Assumptions.
Encumbrance / Easements:	I was not provided a current title report to view. I am not aware of any easements, encroachments, or restrictions that would adversely affect value. My valuation assumes no adverse impact from easements, encroachments, or restrictions, and further assumes that the subject has clear and marketable title.
Zoning	B-2; Neighborhood Business District


National Flood Hazard Layer FIRMette
FEMA
Legend
0.2 PCT ANNUAL CHANCE FLOOD HAZARD
Zone X
Zone AE
TT4N RR13W S3
City of Hattiesburg
280053
28035C0108D
eff. 3/2/2010
1478 FEET
AREA OF MINIMAL FLOOD HAZARD
Zone X
TT4N RR13W S10
54 FEET
SPECIAL FLOOD HAZARD AREAS
OTHER AREAS OF FLOOD HAZARD
OTHER AREAS
GENERAL STRUCTURES
OTHER FEATURES
MAP PANELS
Digital Data Available
No Digital Data Available
Unmapped
0 250 500 1,000 1,500 2,000 Feet
1:6,000
Basemap Imagery Source: USGS National Map 2023

Flood Map

Subject Photographs



VIEW OF SUBJECT FROM MOBILE STREET



LOOKING SOUTH ALONG MOBILE STREET



LOOKING NORTH ALONG MOBILE STREET



ADDITIONAL VIEW



ADDITIONAL VIEW



ADDITIONAL VIEW

Market evidence indicates that the subject's contributory value is maximized when it enhances the utility and value of the adjacent parcel. The assemblage supports a higher-value end product, justifying acquisition of the subject as a strategic add-on rather than as a stand-alone development site. The incremental value created through assemblage exceeds the subject's independent use value, satisfying the test of financial feasibility.

Maximally Productive

The highest and best use of the subject property **is** to be assembled with the adjacent parcel and developed as part of a unified residential site**,** consistent with zoning and market demand. This use produces the greatest overall return, maximizes land utility, and reflects the most probable behavior of a knowledgeable buyer in the marketplace.

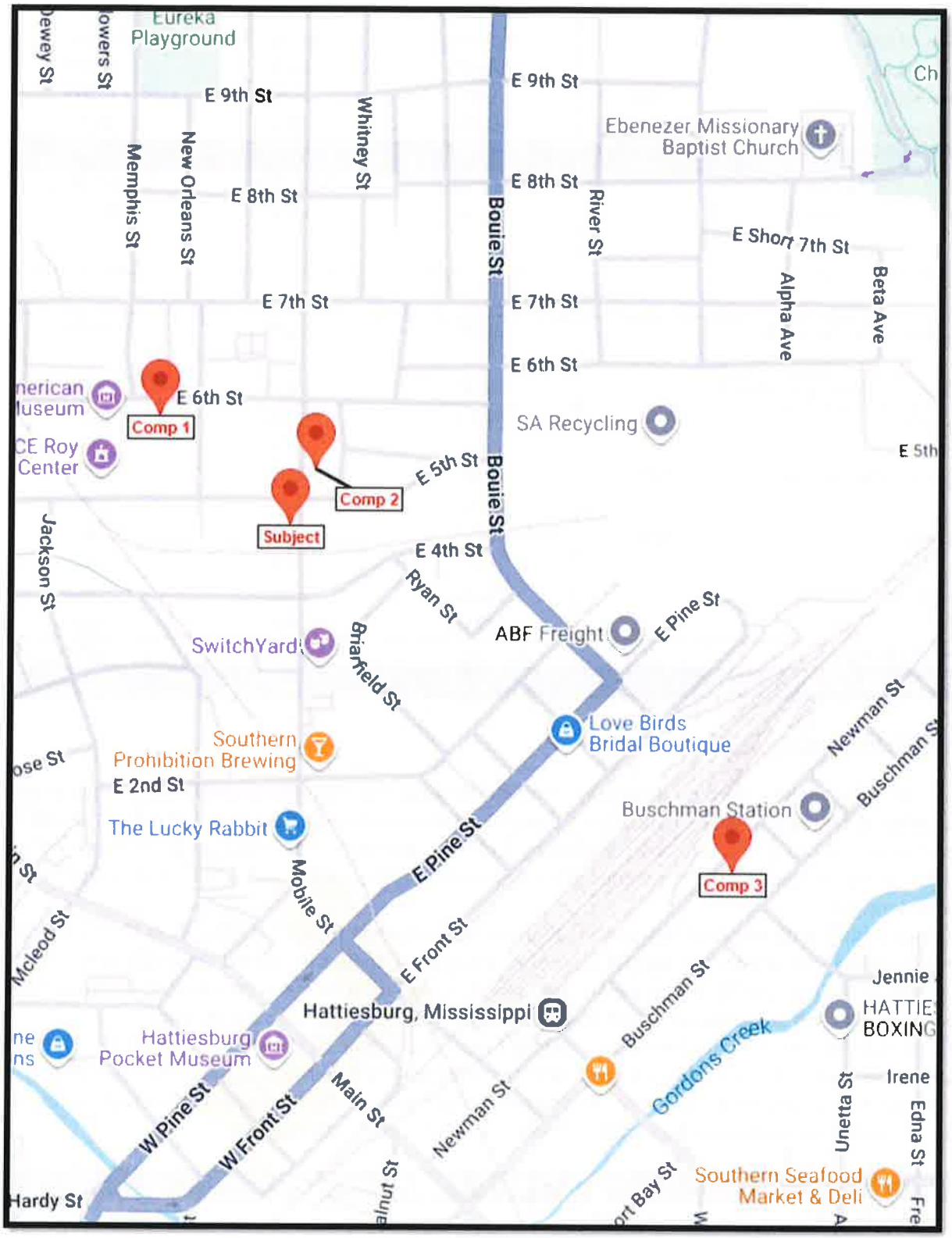
As Vacant - Conclusion

While the subject has limited independent utility, its highest and best use is as an assemblage parcel**,** contributing incremental value to a larger, more competitive development site. This conclusion aligns with market behavior, land sale pricing dynamics, and rational investor decision-making.

Applied Technique

In this instance, we have used one of the three traditional approaches to value, the Sales Comparison Approach. The Cost and Income Approaches are not applicable methods of valuation for undeveloped lots. The Sales Comparison Approach provided sales of similar properties as the subject in which to estimate Market Value.

Land Sales Map



CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- Compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice.*
- Zac Fairley did not make a personal inspection of the property that is the subject of this report.
- Colby Farris, Appraiser Trainee, AI-892 did make a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the persons signing this certification.
- My analyses, opinions, and conclusions have been developed, and this report has been prepared, in compliance with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice (USPAP) as promulgated by the Appraisal Standards Board of The Appraisal Foundation, and in accordance with the appraisal-related mandates within Title XI of the Federal Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA). This report was also prepared in conformance with the State of Mississippi Standards for Certified General Real Estate Appraisers.
- I have not relied on unsupported conclusions relating to characteristics such as race, color, religion, national origin, gender, marital status, familial status, age, receipt of public assistance income, handicap, or an unsupported conclusion that homogeneity of such characteristics is necessary to maximize value.
- It is my opinion that the subject does not include any enhancement in value as a result of any natural, cultural, recreational or scientific influences retrospective or prospective.

ASSUMPTIONS

1. This is an appraisal report presented in an Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. It is understood between the parties that the scope of the assignment is limited and we relied on information obtained from the public records of Forrest County, published data sources and discussions with market professionals such as investors and brokers relative to County, published data sources and discussions with market professionals such as investors and brokers relative to the subject's income performance and physical composition. Zac Fairley Appraisals is not responsible for unauthorized use of this report.

2. Unless otherwise specifically noted in the body of the report, it is assumed that title to the property or properties which are identified as the subject of the report, are clear and marketable and there are no recorded or unrecorded matters or exceptions to title that would adversely affect marketability or value. Zac Fairley Appraisals, LLC has not examined title and makes no representations relative to the condition thereof.

3. Unless otherwise specifically noted in the body of the report, the legal description furnished is assumed to be correct. Any abbreviations or discrepancies relative to the legal would be identified.

4. It is assumed that surveys and/or plats furnished to, or acquired by, the appraiser and used in the making of this report are correct. Zac Fairley Appraisals, LLC has not made a land survey or caused one to be made unless identified in the report and therefore, assumes no responsibility for accuracy of same.

5. It is assumed any improvements have been, or will be, constructed according to approved architectural plans and specifications in conformance with recommendations contained in or based on any soil report(s). Unless otherwise noted, Zac Fairley Appraisals, LLC has not retained independent engineer(s) or architect(s) in connection with the report and therefore, makes no representations relative to conformance with approved architectural plans, specifications, or recommendations contained in or based on any soil(s) report.

6. It is assumed that all factual data furnished by the client, property owner, owner's representative, or persons designated by the client or owner are accurate and correct unless otherwise specifically noted in the report. I do not guarantee the correctness of such data, although as far as is reasonably possible, the data has been checked and is believed to be correct. Information and data referred to in this paragraph may include but is not limited to information relative to the subject of the report regarding numerical street addresses, lot and block numbers, assessors parcel numbers, land dimensions, square footage area of land, dimensions of the improvements, gross building areas, net rentable areas, usable areas, unit count, room count, rent schedules, income data, budgets, historic operating expenses, and related data. Information obtained regarding demographics, comparable verification, and data of a general sense is assumed factual as confirmed and the source(s) reliable. Any material error in the gathered data could have substantial impact on the conclusions reported; as a result, Zac Fairley Appraisals, LLC reserves a right to amend conclusions reported if made aware of such an error.

7. Unless otherwise noted in the body of the report, it is assumed that there are no mineral or sub-surface rights of value involved in the report and there are no other development rights of value that may be transferred. Subsurface rights, minerals and oils, were not considered in making this report unless otherwise stated.

8. Any riparian and/or littoral rights identified by survey or plat are assumed to go with the property unless easements and/or deeds of record were found by the appraiser to the contrary.

9. It is assumed that there is full compliance with all federal, state, and local environmental regulations and laws, unless non-compliance is stated, defined, and considered in the report.

10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless the non-conformity has been stated, defined, and considered in the report. Unless otherwise noted, it is assumed that no changes in the present zoning ordinances or regulations governing use, density, or shape, are being considered.

11. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization has been, or can be, obtained or renewed for any use on which the value estimate contained in the report is based.

12. Unless otherwise stated in the report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such material on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation, contaminated ground water, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated upon the assumption that there is no such material on or in the property that would cause loss in value or affect its marketability. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field if desired.

relating to this issue, we did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.

23. **Insurable value is not provided in this report. Taking the difference between our reported Market Value and estimated land value is not an appropriate method for estimating replacement cost of improvements for insurance coverage purposes. We recommend a proper insurance representative to estimate an appropriate coverage for the subject property.** Insurable value has two definitions per Marshall and Swift LP. 1. The value of an asset or asset group that is covered by an insurance policy. It can be estimated by deducting costs of non-insurable items (e.g., land value) from Market Value. 2. Value used by insurance companies as the basis for insurance. Often considered to be replacement or reproduction cost plus allowances for debris removal or demolition less deterioration and non-insurable items. Sometimes cash value or Market Value, but often entirely a cost concept.

Special Assumptions

None

Hypothetical Condition

A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

Intended Use

The use(s) of an appraiser's reported appraisal or appraisal review assignment results, as identified by the appraiser based on communication with the client at the time of the assignment.

Intended User

The client and any other party as identified, by name or type, as users of the appraisal or appraisal review report by the appraiser, based on communication with the client at the time of the assignment.

Jurisdictional Exception

An assignment condition established by applicable law or regulation, which precludes an appraiser from complying with a part of USPAP.

Marketing Time

The reasonable marketing time is an opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value or at a benchmark price during the period immediately after the effective date of an appraisal.

[1]USPAP 2018-2019

Forrest County
Filed/Recorded OCTOBER 5 2009 09:21:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

No. 78074

FORFEITED TAX LAND PATENT

State of Mississippi

PURSUANT to Mississippi Code Annotated §29-1-1 et seq 1972 as amended, *providing for the intergovernmental transfer of Forfeited Tax Lands of the State of Mississippi, and*

As said lands are now held by the State and the the governmental subdivision hereinafter named has complied with all the requirements of the law in such cases made and provided;

The State of Mississippi, in consideration of the premises does hereby grant and convey to:

City of Hattiesburg

the following described land, to-wit:

Beg 50 ft S NE Cor Lot 5 S 40 ft W 65 ft N 40 ft E 65 ft to Beg Block 103 Kamper and Whinnery Record #14992 PPIN #18855
Parcel #234-0444-10300700
Section 3, Township 4 North, Range 13 West
Parcel/PPIN: 234044410300700
Forrest County, Mississippi.

This the 17th *day of* August, *2009*

C. DELBERT HOSEMANN, Jr.
SECRETARY OF STATE

ASSISTANT SECRETARY OF STATE

GOVERNOR

Attest: C. Delbert Hosemann, Jr.
SECRETARY OF STATE

SECRETARY OF STATE ★ STATE OF MISSISSIPPI ★ OFFICIAL

Grantor and Prepared By:
State of Mississippi
Post Office Box 136
Jackson, MS 39205
Tele: (601) 359-6373

Grantee:
City of Hattiesburg
Post Office Box 1898
Hattiesburg, MS 39403
Tele:

7/96-24

Inst. 646226
BL 1068 Pg 0272



QUALIFICATIONS OF ZACHARY H. FAIRLEY

State Certified General Real Estate Appraiser – Mississippi (#GA-1418)

PROFESSIONAL EXPERIENCE

Zac Fairley Appraisals, LLC | Owner (December 2019 – Present)
Provide valuation services for commercial, industrial, residential, multifamily, subdivision, right-of-way, partial interest, and timberland properties. Assignments performed for lenders, attorneys, governmental agencies, and private investors.

Colliers International – Valuation & Advisory Services | Senior Valuation Specialist (January 2023 – September 2023)
Performed commercial valuation assignments including retail shopping centers, net-lease retail, professional and medical office, and industrial properties across Mississippi and Alabama.

Collins Appraisal Group | Real Estate Appraiser (April 2007 – October 2019)
Appraised commercial, industrial, residential, right-of-way, partial interest, and timberland properties. Responsibilities included appraisal review, litigation support, condemnation assignments, and expert witness preparation.

EDUCATION

Bachelor of Science, Business Administration (Real Estate & Finance)
The University of Southern Mississippi

Associate of Arts, Business Administration
Jones County Junior College

High School Diploma
Petal High School, Petal, Mississippi

State of Mississippi
MISSISSIPPI REAL ESTATE APPRAISAL BOARD

LICENSE # GA-1418 **STATUS: ACTIVE**

ZACHARY HUNTER FAIRLEY

HAS BEEN GRANTED A LICENSE AS A

STATE CERTIFIED GENERAL APPRAISER

Effective Date: 06/01/2024

Expiration Date: 05/31/2026

SIGNATURE OF LICENSEE

Residential Market Analysis and Highest & Best Use (MAB #7342-QE)	2025
Residential Site Valuation and Cost Approach (MAB #7237-QE)	2025

State of Mississippi
MISSISSIPPI REAL ESTATE APPRAISAL BOARD

LICENSE # AI-892 **STATUS:** ACTIVE

ELLIOTT COLBY FARRIS

HAS BEEN GRANTED A PERMIT AS AN
APPRAISER TRAINEE

Effective Date: 07/24/2025

Expiration Date: 07/31/2026

SIGNATURE OF LICENSEE
E. C. Neelly IV, Director

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines the parcel at 418 Mobile Street, better identified by PPIN 18855 and county parcel number 234-0444-10300700, is no longer needed for municipal or related purposes and is not to be used in the future operation of the City; and

WHEREAS, the governing authorities of the City of Hattiesburg are authorized and empowered in their discretion to convey said property in accordance with appropriate Miss Code statues; and

WHEREAS, the governing authorities of the City of Hattiesburg desire to dispose of said property;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Hattiesburg City Council does hereby declare surplus the aforementioned property and authorizes sale of the same.

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 6th day of July, 2026.

(SEAL)

ATTEST: ADOPTED:

_____ _____
CLERK OF COUNCIL PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, on this 6th day of July, 2026.

ATTEST: ADOPTED:

_____ _____
CITY CLERK MAYOR

Memorandum

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

From: **Tammy Leggett**

cc: **Kermas Eaton, City Clerk, Hardy Sims, Chief of Police**

Date: **Tuesday, July 7, 2026**

Re: **Adopt a Resolution declaring Police Canine Ivy as surplus property, authorizing her removal from the Police Department Inventory and approving donation to her handler, Officer Austin Super.**
File Number: 2026-546
Minute Book #

Summary
Resolution Police Canine Ivy

Recommendation Statement
I am requesting approval of this Resolution

Please place this on the July 7, 2026 City Council meeting for consideration.

There came 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 **7th** day of **July 2026**, the following Resolution:

RESOLUTION 2026-__

A RESOLUTION DECLARING POLICE CANINE IVY AS SURPLUS PROPERTY, AUTHORIZING HER REMOVAL FROM THE POLICE DEPARTMENT'S INVENTORY, AND APPROVING DONATION TO HER HANDLER, OFFICER AUSTIN SUPER

WHEREAS, the City of Hattiesburg finds and determines that the property identified in the attached memorandum is no longer needed for municipal or related purposes and will not be used in the future operations of the City; and

WHEREAS, K-9 Ivy, a Police Service Dog, has been recommended for retirement due to ongoing medical concerns; and

WHEREAS, in accordance with Mississippi Code § 45-3-52, it has been determined that K-9 Ivy has faithfully and honorably served the Hattiesburg Police Department for a number of years; and

WHEREAS, medical evaluation has confirmed that it is in the best interest of both the City and K-9 Ivy that she be retired from active service and returned to the care of her handler, Officer Austin Super; and

WHEREAS, the governing authorities of the City of Hattiesburg are authorized and empowered, in their discretion, to donate K-9 Ivy to her handler upon retirement, with Officer Super assuming full financial and legal responsibility for the dog's continued care.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of Hattiesburg do hereby declare K-9 Ivy officially retired from active duty and authorize transfer to her handler, Officer Austin Super, who shall assume all financial and legal responsibilities for her care.

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 **7th** day of **July 2026**.

(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 **7th** day of **July 2026**.

ATTEST: **APPROVED:**

_____ _____
CITY CLERK **MAYOR**

THE CITY OF HATTIESBURG

One of America's Great Small Cities!

Chief Hardy Sims
701 James Street
Hattiesburg, MS 39401

June 26, 2026

Mayor Toby Barker
Members of City Council
200 Front Street
Hattiesburg, MS 39401

Mayor and City Council

I am asking for approval in retiring and transfer of ownership of K-9 (Ivy) our Police Service Dog to handler Officer Austin Super. Ivy is an older dog of eight (8) years, and has several documented illnesses. In accordance with MS Code § 45-3-52, a member of the Mississippi Highway Safety Patrol or any certified law enforcement officer has the right to retain their assigned dog as personal property upon retirement from service.

This request entails that Officer Austin Super, as the handler, will adopt the dog, and as such, the city or agency will officially transfer ownership and relinquish all rights related to the animal. Furthermore, it is understood that the handler will assume all financial and legal responsibilities for the dog's care following the transfer.

Sincerely,

Hardy Sims
Chief of Police
HS/tdl

(601) 544-7900 HATTIESBURG POLICE DEPARTMENT FAX (601) 545-4952
#1 GOVERNMENT PLAZA • HATTIESBURG, MS 39401
CRIME STOPPERS (601) 582-STOP (582-7867) CELLULAR * C.S.

THE CITY OF HATTIESBURG

One of America's Great Small Cities

June 8, 2026

Re: Retirement of PSD- Ivy

Chief Hardy Sims,

I am submitting this recommendation to retire PSD, Officer Ivy. Officer Ivy is 8 years old and has served the Hattiesburg Police Department for many of those years.

Officer Ivy is considered "senior age", due to her age. Officer Ivy has a documented high cholesterol, left heart enlargement, along with enlarged caudal pulmonary vessels. Officer Ivy as significant arthritic changes, affecting her spine. Officer Ivy has been taken supplements (Dasuquin tablets) and injectable Adequan for several months, but know her hind limbs have begun dragging. This is illness is curable, but would not allow Officer Ivy to work in high intensity settings for prolong periods without rest.

Dr. Brittany Thames has provided documentation stating that due to Officer Ivy's cardiac and orthopedic concerns/ issues, in the future Ivy will need shorter working hours and decreased high impact activity with no excessive heat exposure.

It is my recommendation that Officer Ivy be placed with her last handler, Officer Austin Super. Officer Super has bonded with Officer Ivy, through training and working together for the previous years.

Respectfully,

43

Major Daniel Miller

Miller, Daniel

From: Repus_ <austinm.super@gmail.com>
Sent: Friday, June 5, 2026 12:12 PM
To: Miller, Daniel
Cc: Richardson, Stefon
Subject: Re: Ivy

Follow Up Flag: Follow up
Flag Status: Flagged

Major Miller,

I do request to retain K9 Ivy after retirement. I believe that she does need to be retired due to her physical condition and health, but I also believe it's best for her to remain with me. I understand I would be taking full and all responsibilities regarding her going forward.
If you or the department needs anything more from me, such as a more detailed description of my observations of K9 Ivy's health sadly deteriorating, please let me know.

Respectfully,

Austin Super

On Jun 5, 2026, at 10:11 AM, Miller, Daniel <dmiller@hattiesburgms.com> wrote:

Deputy Super,

HPD is currently reviewing PSD Ivy's medical records and age. If you would like to retain Ivy **IF** retired, please provide an email with that request. By taken Ivy in retirement, you are taking all responsibility for IVY.

Respectfully,

Major Daniel Miller
Operations Bureau Commander
Hattiesburg Police Department
701 James St.
Hattiesburg , MS 39401
(O) 601-545-4945 (C) 601-297-9239
<image001.png>

From: Fontaine, Tony <tfontaine@hattiesburgms.com>
Sent: Friday, June 5, 2026 8:40 AM
To: Miller, Daniel <dmiller@hattiesburgms.com>
Subject: FW: Ivy

From: Richardson, Stefon <srichardson@hattiesburgms.com>
Sent: Wednesday, June 3, 2026 6:53 AM
To: Fontaine, Tony <tfontaine@hattiesburgms.com>
Subject: FW: Ivy

From: Super, Austin <asuper@hattiesburgms.com>
Sent: Tuesday, June 2, 2026 12:43 PM
To: Richardson, Stefon <srichardson@hattiesburgms.com>
Cc: Shelbourn, Tammy <tshelbourn@hattiesburgms.com>
Subject: Fwd: Ivy

Sent from my iPhone

Begin forwarded message:

> **From:** Brittany Thames <bthames@protonmail.com>
> **Date:** June 2, 2026 at 11:03:22 AM CDT
> **To:** austinm.super@gmail.com
> **Subject: Ivy**
>
> Austin,
>
> I have attached Ivy's geriatric exam results letter. Please let me know if you need additional information.
>
> Brittany Thames DVM, MPH
> Holland Veterinary Hospital
> 5163 US Hwy 49
> Hattiesburg MS 39401
> 601.545.6999
>
> Sent with Proton Mail secure email.

Brittany E. Thames DVM, MPH
5163 US Hwy 49 South
Hattiesburg MS 39401
601.545.6999
bethamesdvm@outlook.com

Officer Super,

I want to begin and say how much I enjoy caring for the Hattiesburg Police Departments canine officers. I appreciate your trust and confidence in me in providing their care. This letter is concerning Ivy and her most recent geriatric exam findings.

The American Animal Hospital Association recommends all senior canine patients have blood tests yearly. At ~8 years old Ivy is a senior and so a complete blood count, blood chemistry and thyroid level were run at her last visit. Her CBC is within normal with the exception of mildly elevated platelets. Her blood chemistry revealed a mild-moderately elevated cholesterol. Her thyroid level was at the low end of "low normal." Normal for dogs is between 2-4. Low normal runs from 1-2 and Ivy's thyroid is 1.2. She is not exhibiting any signs of hypothyroidism at this time, so no supplementation was pursued.

Survey radiographs were taken of Ivy's thorax, abdomen, hips and knees. There is some slight elevation of the trachea in her lateral thoracic films which can be indicative of left heart enlargement. Her caudal pulmonary vessels also appear enlarged. Cardiac disease must be confirmed with a cardiac ultrasound to assess the function of the heart. Radiographs only provide a picture of the heart at one point in time and no information as to the function of the valves, contractility or heart chamber size. There are normal aging changes present in the lungs.

Ivy has severe ankylosing spondylosis at the thoracolumbar junction and two distal vertebral segments. These are significant arthritic changes affecting the spine. More information could be obtained with a CT or MRI of the spine to determine if the intervertebral discs are affected at these locations in the spine. She has palpable arthritis of both knees with laxity and crepitus consistent with her age, breed and working dog status.

Ivy has been on glucosamine/chondroitin supplements (Dasuquin tablets) and injectable Adequan for the last several months, but has begun to have some dragging of the hind limbs when working. This can be orthopedic or neurologic in nature. Determining the cause can require advanced imaging (MRI, CT) as mentioned above. Orthopedic issues have to be treated supportively with Laser therapy, steroid joint injections, platelet rich plasma and physical therapy among other options to help maintain Ivy's optimum mobility, but will probably not allow her to continue to function in high intensity settings or for prolonged periods of time without rest.

While as Veterinarian's it is our duty to do no harm and take the best care of the patient's physically, we also try to make sure they are cared for emotionally. Making sure they have someone dedicated to them, that they feel emotionally secure with, is vital in their geriatric years and she has bonded very closely to you. You have been vigilant in keeping up with her veterinary visits and arthritis treatments and making sure she is moving to keep the joints fluid and functional, but not overexerting herself in a way that would cause damage. You are to be commended for the care and love you've shown her. I am glad you have each other as treating the whole canine officer (physically, emotionally and mentally) goes way beyond just treating their physical health.

Ivy's cardiac and orthopedic concerns/issues, common in geriatric patients, may mean that in the future she will need, shorter working hours, decreased high impact activity and little to no excessive heat exposure (cardiac concerns). As I have mentioned with previous canine officers, I am not familiar with her training or work schedule,

but I know what good care the Department takes of their canine officers, and I wanted to let you know Ivy's physical and diagnostic results so that you and the Department would have a better idea of her overall health and wellness needs/abilities going forward.

Please let me know how I can be of assistance in the future. I am honored to care for Hattiesburg's canine officers and to work with their dedicated handlers.

Regards,

Brittany E. Thames DVM, MPH

Memorandum

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

From: **Kermas Eaton, City Clerk**

cc:

Date: **Tuesday, July 7, 2026**

Re: **Adopt a Resolution authorizing the donation of two previously declared surplus vehicles to the City of Lumberton, Mississippi, and authorizing the Mayor to execute all documents necessary to complete the transfer.**
File Number: 2026-553
Minute Book #

Summary
Adopt a Resolution authorizing the donation of three previously declared surplus vehicles to the City of Lumberton, Mississippi, and authorizing the Mayor to execute all documents necessary to complete the transfer.

Recommendation Statement
I recommend approval of this item.

Please place this on the July 7, 2026 City Council meeting for consideration.

THE CITY OF HATTIESBURG

One of America's Great Small Cities!

June 19, 2026

Department of Finance
City of Hattiesburg
Mayor and City Council

RE: Vehicle Donations

As mentioned previously, the City of Lumberton is requesting a donation of surplus vehicles. We have identified two (2) vehicles that may be donated to the City of Lumberton. Both vehicles were removed from the City of Hattiesburg inventory in Resolution 2025-198, dated October 2025. The details for the vehicles are as follows:

- Asset ID Number 17354, VIN: 2B3KA43T89H525871
- Asset ID Number 18250, VIN: 1FTRF12W25NB46908

I am formally requesting that the above vehicles be donated to the City of Lumberton. Thank you for your attention to this matter.

Sincerely,

Chief of Police

HS/srh

(601) 545-4903 HATTIESBURG POLICE DEPARTMENT FAX (601) 545-4952
1 GOVERNMENT PLAZA• HATTIESBURG, MS 39401
CRIME STOPPERS (601) 582-STOP (582-7867) CELLULAR * C.S.

THE CITY OF HATTIESBURG

One of America's Great Small Cities!

June 19, 2026

Chief Hardy Sims
Hattiesburg Police Department
701 James Street
Hattiesburg, MS 39401

RE: Vehicle Donations

This memo is to request to donate two (2) vehicles: One (1) 2010 Dodge Charger, asset ID 17354, with approximately 120,00 miles and a bad transmission, and One (1) 2005 Ford F-150, asset ID 18250, mileage unknown, to the City of Lumberton, situated in Lamar County, Mississippi. We have identified two (2) vehicles that were previously removed from the City of Hattiesburg Inventory.

While these vehicles will require additional work to ensure they can be effectively utilized, the City of Lumberton is prepared to undertake any necessary maintenance. It is important to clarify that the City of Hattiesburg and the Hattiesburg Police Department make no representations regarding the condition of the vehicles. Consequently, Hattiesburg will not be held responsible for any damages, repairs, and/or expenses incurred after the vehicles are donated. The vehicles listed will be donated in their current state, and the City of Hattiesburg and the Hattiesburg Police Department will not be liable for any associated costs following the donation to the City of Lumberton.

Sincerely,

Shannon Harris

(601) 545-4903 HATTIESBURG POLICE DEPARTMENT FAX (601) 545-4952
1 GOVERNMENT PLAZA• HATTIESBURG, MS 39401
CRIME STOPPERS (601) 582-STOP (582-7867) CELLULAR * C.S.

EST.1895

City of Lumberton

James Sandifer, Jr
Mayor

102 E. Main Ave.
P.O. Box 211
Lumberton, MS 39455
601-796-8341

Alderwoman-at-Large
Sandra B. Kee

Alderman Ward 1 - **Annette L. Sandifer**
Alderman Ward 2 - **Laurie A. Surla**
Alderman Ward 3 - **Jonathan F. Griffith**
Alderman Ward 4 - **Jasmin T. Holder**

City of Hattiesburg
Mayor Toby Barker
Hattiesburg, MS 39403

March 4, 2026

Dear Mayor Barker,

I hope this letter finds you well. On behalf of the City of Lumberton, I respectfully write to request your support as we continue working to strengthen and advance our community. Guided by our commitment to being "One Community, One Future, Better Together," we are focused on meaningful progress, but we recognize that collaboration with strong regional partners like the City of Hattiesburg is essential to that success.

We are seeking your consideration for the donation of police cruisers, public works trucks, or other surplus vehicles that may assist us in better serving our citizens. Reliable equipment is critical to ensuring public safety, maintaining infrastructure, and preserving the quality of life our residents deserve. Your support would make an immediate and tangible difference in our ability to operate effectively and move our city forward. A partnership of this nature would not only strengthen Lumberton but would further demonstrate the power of neighboring cities working together for the greater good of our region. Your leadership has consistently shown a commitment to regional cooperation, and we are deeply grateful for your willingness to consider assisting our community.

Thank you in advance for your time, consideration, and any support you may be able to provide. We truly appreciate your partnership and your continued dedication to the growth and safety of Lumberton.

Should you have any questions or wish to discuss this request further, I am personally available at 601-744-6051.

With sincere appreciation,

James Sandlifer Jr
Mayor, City of Lumberton

There came 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 7th day of **October 2025**, the following Resolution:

RESOLUTION 2025-198

A RESOLUTION DECLARING CERTAIN EQUIPMENT OF THE HATTIESBURG POLICE DEPARTMENT AS SURPLUS, AUTHORIZING ITS DISPOSAL, AND DIRECTING THAT SAID EQUIPMENT BE REMOVED FROM THE CITY'S INVENTORY

WHEREAS, the City of Hattiesburg finds and determines the following vehicles, as per attached list, are no longer needed for municipal or related purposes and are not to be used in the future operation of the City; and

WHEREAS, the governing authorities of the City of Hattiesburg are authorized and empowered in their discretion to dispose of said vehicles in accordance with appropriate Miss Code statues.

WHEREAS, the governing authorities of the City of Hattiesburg desire to dispose of said vehicles with no residual value at the solid waste landfill and dispose at auction any equipment having a residual value

NOW, THEREFORE, BE RESOLVED THAT the Mayor and Hattiesburg City Council do hereby declare surplus the following vehicles, as per attached memo, and authorized disposal or sale of said vehicles.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council Member George, seconded by Council Member Brown, and was adopted by the following, to wit;

YEAS:	**NAYS:**	**ABSENT:**
George	**None**	**None**
Boney		
Vance		
Ware		
Brown		

The President thereby declared the motion carried and the Resolution adopted this the 7th day of **October 2025**.

(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 7th day of **October 2025**.

ATTEST: **APPROVED:**

CITY CLERK **MAYOR**

September 08, 2025

To: Chief Hardy Sims

RE: Disposal of surplus vehicle from inventory

We are requesting to dispose of the vehicles listed below and have them removed from city inventory. The vehicles had previously been involved in motor vehicle accidents or would require repairs at significant cost. The vehicles have had numerous parts removed and are predominantly the vehicle frame. The vehicle frames would be sold with the intention that they would not be used as motor vehicles in the future. The removal of vehicle frames would free up space in the service center parking lot.

Asset ID #	Year	Make	Model	Issues	Miles	VIN
14147	2004	Jeep	Liberty	Bad Transmission	115,096	1J8GK48K14W265799
14245	2004	Ford 0	E350	Bad Transmission/A/C	149,569	1FBSS31L74HB37560
16024	2000	Lincoln	LS	AC/Keys		1LNHM86S2YY788951
16644	2008	Ford	Crown Victoria	Bad Transmission	102,798	2FAFP71V48X147885
16650	2008	Ford	Crown Victoria	Bad Transmission	96,531	2FAFP71VX8X147891
16654	2008	Ford	Crown Victoria	Bad Transmission	145,087	2FAFP71V78X147895
16754	2008	Chevrolet	Tahoe	Bad Rear Axle	255,999	1GNEC03078R275601
16756	2008	Chevrolet	Tahoe	Bad Engine	203,283	1GNEC03098R278516
16768	2008	Chevrolet	Tahoe	Bad Engine	264,730	1GNFK13098R277718
17114	2009	Chevrolet	Impala	Wrecked	103,710	2G1WB57K791275402
17315	2009	Ford	Crown Victoria	Bad Transmission	158,087	2FAHP71V29X135289
17317	2009	Ford	Crown Victoria	Bad Transmission	136,854	2FAHP71V59X135285
17354	2010	Dodge	Charger	Bad Transmission	121,018	2B3KA43T89H525871
17574	2010	Dodge	Charger	Bad Engine	177,411	2B3AA4CT8AH159314
17595	20110	Dodge	Charger	Bad Engine	142,403	2B3AA4CT3AH147703

17894	2010	Dodge	Charger	Bad Engine	144,193	2B3AA4CT2AH288617
18201	2012	Dodge	Charger	Bad Engine	151,710	2C3CDXAT9CH126588
18202	2012	Dodge	Charger	Bad Engine	136,981	2C3CDXAT1CH126584
18205	2012	Dodge	Charger	Bad Engine	145,314	2C3CDXAT7CH126587
18250	2005	Ford	F150	Bad Engine	Unknown	1FTRF12W25NB46908
18314	2012	Dodge	Charger	Bad Engine	129,617	2C3CDXAT8CH180450
18319	2012	Dodge	Charger	Bad Engine	168,185	2C3CDXAT3CH180436
18329	2012	Dodge	Charger	Bad Engine	146,569	2C3CDXAT7CH180441
19347	2014	Dodge	Charger	Bad Engine	97,756	2C3CDXAT9EH125718

A RESOLUTION AUTHORIZING THE DONATION OF CERTAIN PREVIOUSLY DECLARED SURPLUS VEHICLES TO THE CITY OF LUMBERTON, MISSISSIPPI

WHEREAS, the City of Hattiesburg previously declared certain vehicles to be surplus and removed them from the City's inventory by Resolution No. 2025-198, adopted on October 7, 2025; and

WHEREAS, said vehicles remain the property of the City of Hattiesburg and have not yet been disposed of; and

WHEREAS, the City of Lumberton, Mississippi, has requested the donation of surplus vehicles to assist in providing governmental services to its citizens; and

WHEREAS, the governing authorities of the City of Hattiesburg find that the subject vehicles are no longer needed for municipal purposes by the City of Hattiesburg and that donating the vehicles to the City of Lumberton for continued governmental use serves a valid public purpose and is in the best interest of the City; and

WHEREAS, the governing authorities of the City of Hattiesburg are authorized and empowered in their discretion to dispose of surplus property in accordance with applicable Mississippi law.

NOW, THEREFORE, BE IT RESOLVED that the Hattiesburg City Council hereby authorizes the donation of the following previously declared surplus vehicles to the City of Lumberton, Mississippi:

Asset ID 17354 — 2010 Dodge Charger — VIN: 2B3KA43T89H525871

Asset ID 18250 — 2005 Ford F-150 — VIN: 1FTRF12W25NB46908

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the certificates of title and any other documents necessary to complete the transfer of ownership of the above-described vehicles to the City of Lumberton, Mississippi, and that such vehicles shall be transferred AS IS, WHERE IS, without warranty or representation of any kind.

The foregoing Resolution having been first 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 ____ day of _____, 2026.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF COUNCIL **PRESIDENT OF COUNCIL**

The above and foregoing Resolution having been submitted to and approved by the mayor, this the 7th day of July 2026.

ATTEST: **APPROVED:**

_____ _____

CITY CLERK **MAYOR**

VEHICLE DONATION AND ACCEPTANCE AGREEMENT

This Vehicle Donation and Acceptance Agreement ("Agreement") is entered into on the ____ day of _____, 2026, by and between the City of Hattiesburg, Mississippi ("Hattiesburg") and the City of Lumberton, Mississippi ("Lumberton").

RECITALS

- Hattiesburg previously declared the vehicles identified in Exhibit A to be surplus and authorized their disposition by action of the Mayor and City Council.
- Hattiesburg has determined the vehicles are no longer needed for municipal purposes.
- Lumberton requested the donation of the vehicles for continued governmental use.
- The parties desire to document the transfer and the terms governing acceptance of the vehicles.

AGREEMENT

1. Donation

Hattiesburg donates and transfers to Lumberton the vehicles identified in Exhibit A.

2. Acceptance

Lumberton accepts the vehicles for governmental use.

3. Condition

Lumberton acknowledges it has inspected, or had the opportunity to inspect, the vehicles and accepts them as is, where is, with all faults.

4. No Warranties

Hattiesburg makes no express or implied warranties, including merchantability or fitness for a particular purpose.

5. Assumption of Responsibility

Upon transfer of title and possession, Lumberton assumes all responsibility for ownership, maintenance, repair, insurance, registration, and operation of the vehicles.

6. Release

To the fullest extent permitted by law, Lumberton releases Hattiesburg, its officials, employees, and agents, from claims arising from the condition, ownership, maintenance, or operation of the vehicles after transfer.

EXHIBIT A – VEHICLES

Asset ID	Year/Make/Model	VIN
17354	2010 Dodge Charger	2B3KA43T89H525871
18250	2005 Ford F-150	1FTRF12W25NB46908

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Mayor

Date: _____

CITY OF LUMBERTON, MISSISSIPPI

By: _____
Mayor

Date: _____

Memorandum

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

From: **Marybeth Bergin, Director of Transportation and Engineering**

cc:

Date: **Tuesday, July 7, 2026**

Re: **Adopt a Resolution authorizing payment of additional funds for the acquisition of certain properties as ordered in the Agreed Final Judgment entered by the Forrest County Court in Civil Action No. 25-566, and authorize the issuance of a manual check in payment thereof.**
File Number: 2026-528
Minute Book #

Summary
Adopt a resolution authorizing payment of additional funds for the acquisition of certain properties as ordered in the Agreed Final Judgment entered by the Forrest County Court in Civil Action No. 25-566, and authorize the issuance of a manual check in payment thereof.

Recommendation Statement
I recommend approval of this item.

Please place this on the July 7, 2026 City Council meeting for consideration.

RESOLUTION

WHEREAS, on August 6, 2024, the City Council of Hattiesburg ("the City Council") adopted Resolution 2024-105, establishing just compensation for the interests to be acquired by the City of Hattiesburg ("the City") to be $46,470.00 and authorizing the City Attorney or his designee to make a fair market value offer to the owners of Forrest County PPINs 31828 and 37137; and

WHEREAS, pursuant to a City Council Order to Condemn adopted on April 22, 2025, an eminent domain suit was filed on May 14, 2025, in Forrest County Court, being Civil Action No. 25-566; and

WHEREAS, an updated appraisal and a review appraisal were prepared as of the date of the filing of the Complaint, and both the City's appraiser, Zac Fairley, and the review appraiser, John B. Stuart, agreed that the fair market value of the property being acquired was $46,560.00; and

WHEREAS, an Agreed Final Judgment has been entered by the Court in Civil Action No. 25-566, showing total compensation to be paid by the City to be $46,560.00; and

WHEREAS, the City Council previously authorized the payment to the owners of Forrest County PPINs 31828 and 37137 of $46,470.00, and the City's appraiser and review appraiser agreed that the fair market value of the property being acquired by the City as of the date of filing of the eminent domain Complaint is $46,560.00; and

WHEREAS, the City, pursuant to the City Council's authorization and the Agreed Final Order entered by the Court in Forrest County Court Civil Action No. 25-566, has deposited $46,470.00 with the Circuit Clerk of Forrest County.

NOW, THEREFORE, the City Council does hereby authorize the payment of $90.00 to the Circuit Court of Forrest County, Mississippi, in fully and complete payment of the just compensation for the acquisition of the property as set forth in Exhibit "A" to the Complaint filed in Forrest County Court Civil Action No. 25-566.

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 with:

YEAS: NAYS: ABSENT:

The President thereby declared the motion carried and the Resolution adopted, this the 7th day of July, 2026.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 7th day of July, 2026.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

Memorandum

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

From: **Wiley Quinn, Urban Development Director, Dequandra Johnson**

cc: **Kermas Eaton, City Clerk**

Date: **Tuesday, July 7, 2026**

Re: **Approve Contractor and Owner Agreements according to the Emergency Roof Repair Initiative Manual and authorize the Mayor to execute the same in duplicate.**
File Number: 2026-514
Minute Book #

Summary
Approve Contractor and Owner Agreements according to the Emergency Roof Repair Initiative Manual and authorize the Mayor to execute the same in duplicate.

Recommendation Statement
I recommend approval of this item.

Please place this on the July 7, 2026 City Council meeting for consideration.

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT

Emergency Repair
Roof Repair Initiative Program

Contractor & Owner Agreement

THIS AGREEMENT, made the 7th day of July, 2026 and between the City of Hattiesburg Community Development Department (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Deshannon Dew of 321 Emerson Drive, Hattiesburg, MS 39401, hereinafter called Owner, and Starter Homes of Mississippi with its principal place of business located at 57 Carter Drive, Seminary, Mississippi 39479, hereinafter called the Contractor.

WITNESSETH

1. SCOPE OF WORK

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the Work Write-Up and described in the specifications and other Contract Documents prepared for the **321 Emerson Drive** project by the Housing Programs Inspector, said work to be preformed on the structure(s)/property located at **321 Emerson Drive**, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. TIME OF COMPLETION

The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 5-day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCD's signing of this Agreement, the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within ten (10) calendar days, as time is of the essence in the completion of this contract, after issuance of the Notice to Proceed, and it is to be completed within sixty (60) days after issuance of the Notice to Proceed. **One hundred dollars ($100.00) per day, as liquidated damages, will be deducted from the final payment for every day the project repair completion exceeds thirty (30) days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. COMPENSATION

As full consideration for the satisfactory performance by the Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of Seventeen thousand

dollars ($17,000.00), subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/CHOCD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of the final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provisions of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be no deed restriction attached to the property located at **321 Emerson Drive** as this project is limited to roof repair only. The homeowner understands and agrees that they are solely responsible for the ongoing maintenance and upkeep of the repaired roof and related components. The homeowner further acknowledges that while no acknowledges no affordability period applies to this project, the terms of this contract remain binding and enforceable. Homeowner agrees to occupy the rehabilitated home after repair activities are completed. **Homeowner acknowledges and agrees that this contract shall be binding on his/her/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of the Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the 7th day of July, 2026.

Deshannon Dew 7/7/26

Deshannon Dew Date

_____

Homeowner Signature Date

City of Hattiesburg, Mississippi

By: _____
Toby Barker, Mayor

Date: July 7, 2026

Attest: _____
Kermas Eaton, City Clerk

Contractor

By: _____

Date: 7/7/26

Attest: _____

CITY OF HATTIESBURG EMERGENCY REPAIR
GRANT AWARD AGREEMENT- ROOF REPAIR INITIATIVE

General Terms and Conditions

1. DD I certify that I currently live in and own the home for which I am accepting repair assistance.

2. DD I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.

3. DD I understand that I am responsible for the packing and storage of jewelry, family heirlooms, food, cleaning, and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary.

4. DD I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.

5. DD I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.

6. DD I agree to attend Homeowner's Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.

7. DD I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an elected official of the City of Hattiesburg, nor an employee who is responsible for the administration, management, and oversight of the program (Community Development Division Staff).

8. DD I hereby agree to occupy the home as my primary residence at the time of repairs and understand that there is no required affordability period or deed restriction associated with this assistance.

9. DD I acknowledge that by accepting this grant, I am ineligible for any future Housing Rehabilitation, Housing Repair, Emergency Repair, or other federally funded housing assistance programs, administered by this division.

10. DD I hereby agree to maintain homeowner's insurance and, when applicable, flood insurance.

11. DD I hereby agree to maintain all county and city property taxes as they come due.

12. DD I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement, and I will sign all the necessary paperwork to allow for payment to the contractor.

13. DD I authorize the city to proceed with preliminary testing, requests for bids, and other required steps necessary in order to proceed with a project, and further understand that costs related to the same shall be added to the total cost of the project under this grant award.

By my signature below I, **Deshannon Dew of 321 Emerson Drive,** agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds, this the 7th day of July, 2026.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), **Deshannon Dew of 321 Emerson Drive,** is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **321 Emerson Drive**. The amount of the award shall be the actual cumulative cost of all related preparation and work, including but not limited to: preliminary environmental testing, required abatement work, construction costs, any required legal filing fees, any change orders/discovery repairs, and any approved voluntary temporary relocation assistance. General construction/rehabilitation/repair costs are not to exceed $15,000, excluding change orders/discovery repairs necessary to meet building codes and program standards according to the Housing Rehabilitation and Housing Repair Programs Manual Section VIII(E). Other associated costs are in addition to the $15,000 described for general construction/rehabilitation/repair. Lead and/or Asbestos activities are contracted separately. All actual costs are subject to program requirements, with no deed restriction or affordability period associated with this project.

City of Hattiesburg, Mississippi

By: _____
Toby Barker, Mayor

Date: July 7, 2026

Attest: _____
Kermas Eaton, City Clerk

GENERAL CONTRACTOR HOUSING REHABILITATION GRANT PROGRAM
WORK AGREEMENT

For Repair Work At: 321 Emerson Drive – Deshannon Dew

1. ERN I propose to furnish all materials and perform all labor necessary to complete the work described in the attached Work Write-Up/Bid Solicitation.
2. ERN I agree that all work will be completed with quality workmanship and materials and I certify that no lead-based paint will be used on this job.
3. ERN I will begin work within ten (10) working days after receiving the ***Notice to Proceed***, and I will complete the job within sixty (60) days of the start date.
4. ERN I will purchase, maintain and furnish evidence of Comprehensive Business Liability Insurance coverage during the life of the contract, in an amount not less than $50,000 in the event of bodily injury, including death and $2,000.00 in the event of property damage arising out of work performed by me.
5. ERN I will obtain all permits and licenses necessary for the completion and execution of the work and labor to be performed.
6. ERN I will perform all work in conformance with the terms shown in Article 8 of the General Conditions, Exhibit J.
7. ERN I certify that I will perform all work in conformance with local codes and in conformance with the City of Hattiesburg's CDBG/HOME Contractors Performance Standards, Exhibit K.
8. ERN I agree that I will not discriminate against any persons employed by my company or any applicant for employment with my company because of age, race, color, religion, sex, handicap, familial status, national origin or because of any political or union affiliation. In accordance with 24 CFR Part 8 as required by Section 504 Regulations, there shall be no discrimination on the basis of of handicap in admission, access to, treatment or employment in federally assisted programs and activities. The City of Hattiesburg Department of Urban Development shall coordinate compliance of this part and is hereby the designee to handle any grievances concerning violations of these regulations.
9. ERN I will clean construction debris from the dwelling and the site to a dumpster or a code-legal dump at least daily, and I will leave the property in a broom-clean condition at the end of each work day. Additionally, for dwellings occupied during construction, I will vacuum all occupied spaces at the end of each work day, and the work areas will either be safe for occupant entry or secured to prohibit access. I will acquire approval from Community Development prior to prohibiting access to any work site, and I will notify the owner.
10. ERN I will furnish the original of all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment to the City of Hattiesburg for forwarding to the Homeowner.
11. ERN I understand that a *Request for Payment* with *Invoice,* and when applicable, the *Lien Waiver* and *Release of Lien Waivers* must be completed and submitted according to the Request for Payment Processing Schedule.
12. ERN I understand that payment may be made by percentage of completion, not to exceed 70% until completion of the work, provided this Agreement shall be fully executed, subject to the provisions of Article 8 of the General Conditions, Exhibit J.
13. ERN I understand that the homeowner can not authorize any other contractor/individual not associated with the City of Hattiesburg CDBG/HOME Rehabilitation or Repairs Program to make repairs to the premises during the duration of this Grant Agreement.
14. ERN I understand that if any contractor/ individual not associated with the City of Hattiesburg CDBG/HOME Rehabilitation or Repairs program performs any repairs to the premises; it is my responsibility to report it immediately to the Housing Program Inspector or the Housing Coordinator may immediately, all the terms of the Grant Agreement may be voided and the grant award to the homeowner forfeited.

This work will be completed for the sum of $17,000.00.

ALL WORKMANSHIP IS SUBJECT TO A LIMITED WARRANTY FOR A PERIOD OF ONE (1) YEAR.

Christopher Travis 7/7/26
Starter Homes of Mississippi **Date**

CONTRACT ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which I agree to approve the payment in the amount specified in said proposal, and according to the terms thereof, on this the 7th of July 2026.

Deshannon Dew 7/7/26
Deshannon Dew, Signature **Date**

Spouse Signature **Date**

Deborah Travis 7/7/26
City of Hattiesburg – Witness **Date**

HOUSING REPAIR/HOUSING REHABILITATION/RECONSTRUCTION PROGRAM
***LIMITED WARRANTY**
(Items Not Covered)

A. Any damage to the extent caused or made worse by any of the following:

1. Negligence, vandalism, improper maintenance or improper operation by anyone other than the contractor, his or her employees or subcontractors.
2. Changes, alterations or additions made to the home by anyone other than the contractor.
3. Failure by the Homeowner or by anyone to comply with the warranty requirements of manufacturers of appliances, fixtures and items of equipment.
4. Failure by the homeowner to give notice to the Community Development Division of the Department of Urban Development within a reasonable amount of time of the discovered problem. (Three days is considered a reasonable time).
5. Dampness or condensation due to the failure of the Homeowner to maintain adequate ventilation.
6. Normal wear and tear or normal deterioration.

B. Loss or damage by or resulting from accidents, fire, smoke, falling objects, lightning, windstorm, hail, wind-driven water, flood or underground water, which were not reasonably foreseeable and/or other acts of God.

C. Loss or damage caused by rotting of any kind, insect damage, vermin, living organisms, pollution, or toxic substances of any kind.

D. Loss or damage caused by or resulting from abnormal loading on floors by the homeowner that exceeds design loads. (Example: large heavy objects on porches, interior floors and/or attics).

E. Loss or damage that the homeowner has not taken timely action to mitigate and/or minimize, such as leaking drain pipes under sinks and lavatories.

F. Any defect in, caused by, and/or resulting from materials or work supplied by anyone but the contractor or his or her subcontractors.

G. Loss or damage, not otherwise excluded under the Limited Warranty, which does not constitute a defect in the repairs of the home by the contractor or his or her subcontractors.

H. Loss or damage resulting from soil movement.

I. Natural wood imperfections such as swelling or shrinking of wood due to heat, cold and moisture.

J. Any request for warranty performance submitted to the CDBG Division or contractor after an unreasonable delay or after the expiration of the applicable warranty period.

***NOTE:** *Appliances and equipment included in the repairs are not warranted by the Limited Warranty, but may be covered by separate warranties provided by the manufacturer. These are passed on to the homeowner at the time the warranty goes into effect.*

By my signature below, I, Deshannon Dew of 321 Emerson Drive, acknowledge that the above Limited Warranty for Housing Repair/Housing Rehabilitation has been explained to me and I understand that this Limited Warranty is for a period of one (1) year from the date of my Final Inspection.

Deshannon Dew 7/7/26
Deshannon Dew/ Date

Sahrah Yeroozeder 7/7/26
Housing Coordinator or Designee Signature/Date

Memorandum

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

From: **Marybeth Bergin, Director of Transportation and Engineering**

cc:

Date: **Tuesday, July 7, 2026**

Re: **Approve a Professional Service agreement between the City of Hattiesburg and Allen Engineering and Science Inc. for services related to MS4 Compliance and authorize the Mayor to execute in duplicate.**
File Number: 2026-549
Minute Book #

Summary
Approve a Professional Service agreement between the City of Hattiesburg and Allen Engineering and Science Inc. for services related to MS4 Compliance and authorize the Mayor to execute in duplicate.

Recommendation Statement
I recommend approval of this item.

Please place this on the July 7, 2026 City Council meeting for consideration.

ALLEN
ENGINEERING
AND SCIENCE

622 Corinne Street
Hattiesburg, MS 39401
www.AllenES.com

Phone 601.583.2182
Fax 601.583.2828

June 8, 2026

MaryBeth Bergin, P.E.
City Engineer
City of Hattiesburg
Post Office Box 1898
Hattiesburg, Mississippi 39403

RE: Professional Services Agreement
MS4 Compliance Services

Dear Mrs. Bergin:

Thank you for your confidence in Allen Engineering and Science, Inc. (AllenES) to provide Professional Engineering Services to the City of Hattiesburg.

We have enclosed our proposed Professional Services Agreement for your consideration. The Agreement includes the agreed-upon scope of work, standard terms of agreement and other contractual elements per our discussions.

If our Agreement is acceptable, please sign and return one copy to us for our records.

Thank you for your confidence in AllenES and for this opportunity to be of service to the City of Hattiesburg.

Sincerely,

Jay C. Estes, AICP
Vice-President

Professional Services Agreement

PROJECT NAME: **MS4 Stormwater Compliance Services**
Hattiesburg, Mississippi

This Agreement is by and between: **The City of Hattiesburg**

hereafter referred to as the "Client", and

Allen Engineering and Science, Inc.
622 Corinne Street
Hattiesburg, Mississippi, 39401

hereafter referred to as "AllenES" or the "Engineer".

Who agree as follows:

The Client hereby engages AllenES to perform the services described in Exhibit I and AllenES agrees to perform the Services for the compensation set forth in Exhibit II. AllenES shall commence the Services upon execution of this Agreement. Client and AllenES agree that this signature page, together with Exhibits I-III and other exhibits referred to therein, constitute the entire agreement between them relating to the Project ("Agreement").

Approved for **Allen Engineering and Science, Inc.**	Approved for **City of Hattiesburg**
By: _____	By: _____
Printed Name: Jay C. Estes, AICP	Printed Name: _____
Title: Vice-President	Title: _____
Date: 7/2/2026	Date: _____

EXHIBIT I
SCOPE OF WORK

AllenES will assist the City of Hattiesburg by providing professional services for the proposed **MS4 Stormwater Compliance Services** project. The project includes the services as detailed in the Phases and Tasks below.

Year 1 (2026) Stormwater Compliance Services

The scope of work for the first year of services is based on Best Management Practices outlined in the City of Hattiesburg's 2019 Stormwater Management Plan as follows:

Phase 1 – Public Education and Outreach

Task 1 – Assist the Grant Coordinator in researching and reviewing available grants for public education regarding stormwater.

Task 2 – Review and provide feedback on existing outreach materials including materials distributed to businesses and industry, PSAs, and the City's website.

Phase 2 – Public Involvement and Participation

Task 1 – Attend and facilitate semi-annual stormwater steering committee meetings.

Task 2 – Attend Neighborhood Association meetings as requested, presenting stormwater information applicable to the targeted audiences and provide a forum for questions and suggestions. AllenES will also facilitate and attend one public hearing per year related to the MS4 program. (13 meetings in 2025).

Phase 3 – Illicit Discharge Detection and Elimination

Task 1 – Assist the City with annual maintenance and updates of the storm sewer map to include mapping of unsewered communities in the City.

Task 2 – Perform dry weather screening of one of the three primary watersheds in the city. Prepare a comprehensive report of findings to include recommendations for corrective actions and/or improvements.

Task 3 – Provide training for City employees on detection, elimination, and reporting of illicit discharges.

Task 4 – Review current illicit discharge ordinance(s) within the context of annual inspections and provide recommendations for ordinance modifications if necessary.

Phase 4 – Construction Site Stormwater Runoff Control

Task 1 – Participate in site plan review meetings and provide input on construction and post-construction stormwater controls included in construction plans (40 site plans reviewed in 2025).

Task 2 – Perform construction site inspections to enforce stormwater controls to include review of operator's self-inspection and reporting documentation (65 inspections conducted in 2025).

Task 3 – Review current construction site land development ordinance(s) and provide recommendations for ordinance modifications related to stormwater construction and post-construction, if necessary.

Phase 5 – Post Construction Stormwater Management in New Development and Redevelopment

Task 1 – Perform post-construction stormwater management system (BMP) inspections (47 inspections conducted in 2025).

Task 2 – Review and revise, if necessary, education materials for site developers regarding incorporation of green infrastructure and non-structural BMPs.

Phase 6 – Pollution Prevention and Good Housekeeping for Municipal Operations

Task 1 – Perform annual inspections of identified SWPPP facilities and prepare inspection reports.

Task 2 – Provide training for City employees on good housekeeping, stormwater pollution prevention, spill prevention and response, and other stormwater best practice subjects.

Phase 7 – Annual Reporting

Task 1 – Collect necessary information and documentation for annual reporting as tasks are completed throughout the year.

Task 2 – Prepare and submit the 2026 Stormwater Annual Report to MDEQ by January 26, 2027.

Notice of Intent (NOI) and Stormwater Management Plan (SWMP) Development Services

Phase 1 - MS4 Storm Water Management Plan Update

AllenES anticipates the MDEQ to reissue the Permit during the 2026 plan year. Once the Permit is reissued, the City will have to modify the SWMP, prepare a Notice of Intent, and submit these documents to MDEQ for review and approval.

Task 1 – Storm Water Management Plan Modifications

- Review the Permit once it is reissued by MDEQ.
- Modify or rewrite the City's SWMP based on changes contained in the Permit and complete the Notice of Intent.
- Assist the City with the Public Notice component of the new Permit requirements in response to EPA's Remand Rule.
- Submit the revised SWMP and Notice of Intent to MDEQ within the required timeframe.
- Review and revise the SWMP based on MDEQ comments after their review.

Year 2 – 5 Compliance Services (2027- 2031)

The scope of work for Years 2-5 will be established based on the contents of the new or modified SWMP. If the new MS4 General Permit, and a new MS4 permit is not issued to the City of Hattiesburg by January 2027, AllenES will continue to provide services based on the Scope of Work identified for **Year 1** as outlined above. The Scope of Work for Year 1 will remain in effect until MDEQ issues a new MS4 permit to the City of Hattiesburg.

Outsourced Environmental Support

AllenES will provide onsite staff on an as-needed basis to provide environmental support and services consistent with the day-to-day environmental needs of the City. This support will be provided by a team of experienced environmental professionals who will provide on-site support resources. The team will vary depending on environmental needs to be addressed and will be comprised of subject matter experts capable of addressing issues associated with the different regulations and media. The team will respond at the request of the City when environmental or water quality issues arise that are outside of the City's capability to manage independently and that fall outside of the normal scope of the City's SWMP. The City will be provided with a single point of contact (client manager) who will then dispatch the appropriate team member(s) to address the issue at hand.

EXHIBIT II
IMPLEMENTATION AND COMPENSATION SCHEDULE:

AllenES will initiate the project upon the authorization of the City of Hattiesburg and receipt of a notice to proceed. The exact completion date will be set once the project has begun.

Schedule and Deliverables		
Phase	**Timeline**	**Proposed Fee**
1. Year 1 Implementation	July – December 2026	$60,000
2. NOI and SWMP Update and Submittal	Per MDEQ Instructions	$18,000
3. Years 2 – 5 Implementation	January 2027 – December 2031	$60,000/Year
4. Outsourced Environmental Support Services	July 2026 – December 2031	T&E Per Fee Schedule

AllenES will invoice the Client monthly for work completed during the billing period. The Client shall pay AllenES within 45 days after receipt of the monthly billing. The payment for services shall not be contingent or dependent upon any action or undertaking of the Client other than those conditions, if any, specifically set forth in this Agreement.

EXHIBIT III
STANDARD TERMS AND CONDITIONS

1. STANDARD OF PRACTICE. Services performed by Allen Engineering and Science, Inc. (AllenES) under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this agreement, or in any report, opinion, document or otherwise.

2. CHANGE OF SCOPE. The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by the Client. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the project progresses, facts discovered may indicate that scope must be redefined. Changes in scope may warrant Additional Services which are not a part of the agreed upon compensation. These Additional Services shall be paid for by the Client in accordance with AllenES prevailing hourly rate schedule.

3. SAFETY. AllenES specifically disclaims any authority or responsibility for general job site safety of persons other than AllenES employees.

4. BILLING. Invoices will be issued at the end of each month, payable upon receipt, unless otherwise agreed. Interest of 1.5% per month will be payable on any amounts not paid within 45 days, payment thereafter applied first to accrued interest and then to principal unpaid amount. Any attorneys' fees or other costs of collection shall be paid by the Client.

5. TERMINATION. Either the Client or AllenES may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. The Client shall within thirty (30) calendar days of termination pay AllenES for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

6. BURIED UTILITIES. The Client will furnish to AllenES information identifying the type and location of underground improvements. The Client agrees, to the fullest extent permitted by law, to waive all claims and causes of action against AllenES and anyone for whom AllenES may be legally liable, for damages to underground improvements that result from subsurface penetration locations depicted by AllenES. The Client further agrees, to the fullest extent permitted by law, to indemnify and hold AllenES and his or her subconsultants harmless from any damage, liability or cost, including reasonable attorneys' fees and defense costs, for any property damage, injury or economic loss arising or allegedly arising from subsurface penetrations in locations authorized by the Client or from inaccuracy of information provided to AllenES by the Client, except for damages caused by the sole negligence of AllenES in his or her use of Client furnished information.

7. CONSEQUENTIAL DAMAGES. Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or AllenES, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

8. INSURANCE. AllenES agrees to maintain (1) statutory workers' compensation insurance coverage and (2) comprehensive general liability coverage and automobile liability insurance coverage. AllenES agrees to maintain professional liability insurance in the sum of not less than $1,000,000 annual aggregate, on a claims-made basis, as long as it is reasonably available under standard policies at rates comparable to those currently in effect.

9. LIMITATION OF LIABILITY. The Client agrees that AllenES liability shall be limited to injury or loss caused by the sole negligence of AllenES, its subcontractors, and/or agents hereunder. AllenES liability for claims, damages, costs, injury or loss arising from professional errors or omissions shall not exceed the amount of the total charges for services performed.

10. HAZARDOUS SUBSTANCES AND MATERIALS. The Client agrees that AllenES neither created nor contributed to the creation or existence of any hazardous waste or materials, or toxic, radioactive, or contaminated materials ("Affected Materials") at the site, and in consideration of the substantial risks to AllenES posed by the presence or potential presence of Affected Materials on or about the project site, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless AllenES, its officers, directors, employees, agents, and independent consultants from all claims and losses, including reasonable attorneys' fees and defense costs, arising out of, or in any way connected with or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Affected Materials on, under or about the project site (whether by Client or any predecessor in title) or any employees, agents, contractors or subcontractors of Client or any persons at any time occupying or present on the project site.

11. SAMPLING AND OBSERVATION. Client understands that sampling and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. AllenES will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate – project risk. AllenES has included the level of testing and observation that would be usual and customary for the scope of the project in the Scope of Services. Client is responsible (even if delegated to contractor) for requesting any additional testing services required by Client or that Client deems appropriate for the scope of the project or as a result of any special considerations with the project or project site. Further, Client is responsible for notifying and scheduling with AllenES so that AllenES can perform these Services. AllenES is not responsible for damages caused by a failure of Client to request or schedule any testing or sampling Services.

12. SAMPLE DISPOSITION AND AFFECTED MATERIALS. Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Scope of Services). Client shall furnish or cause to be furnished to AllenES all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any Affected Materials at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. In no event shall AllenES be required to sign a

hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate government agencies.

13. OWNERSHIP OF INSTRUMENTS OF SERVICE. All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by AllenES as instruments of service shall remain the property of AllenES. AllenES shall retain all common law, statutory and other reserved rights, including the copyright thereto.

14. THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or AllenES. AllenES services under this Agreement are being performed solely for the Client's benefit, and no other entity, including the Owner's contractors, shall have any claim against AllenES because of this Agreement or the performance or nonperformance of services hereunder.

15. DELAYS. If events beyond the control of Client or AllenES, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, or an act, inaction or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, AllenES shall be entitled to an equitable adjustment in compensation.

16. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by AllenES is supplied for the general guidance of the Client only. Since AllenES has no control over competitive bidding or market conditions, AllenES cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.

17. ACCESS. Client shall provide AllenES safe access to any premises necessary for AllenES to provide the Services.

18. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

19. STATUTES OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

20. DISPUTE RESOLUTION. Parties shall attempt to settle disputes arising under this Agreement by discussion between the parties' senior representatives of management. If any dispute cannot be resolved in this manner within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

21. REGULATORY REVIEWS. It is mutually understood that the actions or inactions of any regulatory, governmental or related agency or entity are beyond the control of either the Client or AllenES. Therefore, it is mutually agreed that AllenES is not responsible for any actions or inactions on the part of any regulatory, governmental, or related agency or entity that may have a negative impact on the project or AllenES services.

EXHIBIT IV
ALLENES FEE SCHEDULE – CONFIDENTIAL & PROPRIETARY

Memorandum

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

From: **Marybeth Bergin, Director of Transportation and Engineering**

cc:

Date: **Tuesday, July 7, 2026**

Re: **Approve Professional Services Agreement with Shows, Dearman and Waits, Inc. for engineering services related to the McLeod Street Bridge Repair Project and authorize the Mayor to execute in duplicate.**
File Number: 2026-545
Minute Book #

Summary
Approve Professional Services Agreement with Shows, Dearman and Waits, Inc. for engineering services related to the McLeod Street Bridge Repair Project and authorize the Mayor to execute in duplicate.

Recommendation Statement
I recommend approval of this item.

Please place this on the July 7, 2026 City Council meeting for consideration.

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

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

Prepared by

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Issued and Published Jointly by

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AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of **July 7, 2026** ("Effective Date") between **the City of Hattiesburg** ("Owner") and **Shows, Dearman and Waits, Inc.** ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **Mcleod Street Bridge Repair Project** ("Project").

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

Engineer's services under this Agreement are generally identified as follows:
the design of construction plans, specifications and resident project representation for the repair of the existing bridge on Mcleod St. over Gordons Creek. ("Services"). ***See Project Map as Attachment A*****.**

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

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

3.02 *Time for Completion*

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

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

4.02 *Payments*

A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

B. *Failure to Pay*: If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said forty-fifth day; and

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2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, and the dispute dealt with as set out in Mississippi Code Ann. Section 31-7-305.

D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

5.02 *Designing to Construction Cost Limit*

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

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

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

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B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures:*

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

   a. changes after the Effective Date to Laws and Regulations;

   b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

   c. changes after the Effective Date to Owner-provided written policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

G. The general conditions for any construction contract documents prepared hereunder are to be in accordance with local, state and federal law.

H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations

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

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

L. Engineer's services do not include providing legal advice or representation.

M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

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

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B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) such limited license to Owner shall not create any rights in third parties.

D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Section Deleted

C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other

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

D. Upon written request the Engineer shall deliver to the Owner certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner*: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.

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

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

1. For cause,

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a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. by Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

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6.07 *Controlling Law*

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

6.08 *Successors, Assigns, and Beneficiaries*

A. Engineer is hereby bound and the successors, executors, administrators, and legal representatives of Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Engineer) are hereby bound to the Owner to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

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

6.10 *Environmental Condition of Site*

A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then

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

D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Shared Negligence*

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

6.12 *Records Retention*

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

6.13 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

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C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

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

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction

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

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.

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16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

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

20. *Engineer*—The individual or entity named as such in this Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

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

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

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

29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

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

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

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

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

35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

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

B. *Day*:

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

A. Exhibit A, Engineer's Services.

B. Exhibit B, Owner's Responsibilities.

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.

E. Exhibit E, DELETED

F. Exhibit F, DELETED

G. Exhibit G, Insurance.

H. Exhibit H, DELETED

I. Exhibit I, DELETED

J. Exhibit J, DELETED

K. Exhibit K, DELETED

8.02 *Total Agreement*

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

8.03 *Designated Representatives*

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

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8.04 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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

Owner: **City of Hattiesburg**	Engineer: **Shows, Dearman and Waits, Inc.**
By:	By:
Print name: Mayor Toby Barker	Print name: Shea McNease, P.E.
Title: Mayor	Title: President
Date Signed:	Date Signed:
	Engineer License or Firm's Certificate No. (if required): E-4
	State of: Mississippi
Address for Owner's receipt of notices: P.O. Box 1898 Hattiesburg, MS 39401	Address for Engineer's receipt of notices: 301 Second Avenue Hattiesburg, MS 39401
Designated Representative (Paragraph 8.03.A): Marybeth Bergin	Designated Representative (Paragraph 8.03.A): Shea McNease, PE
Title: Director of Engineering	Title: President
Phone Number: 601-545-4540	Phone Number: 601-544-1821
E-Mail Address: mbergin@hattiesburgms.com	E-Mail Address: shea@sd-w.com

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This is **EXHIBIT A**, consisting of **14** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **7/7/2026**.

Engineer's Services

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

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

PART 1 – BASIC SERVICES

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

A1.02 *Preliminary Design Phase*

A. After issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner and include sustainable features, as appropriate, pursuant to Owner's instructions.

3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data". If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.

5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

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7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

9. Perform or provide the following other Preliminary Design Phase tasks or deliverables: N/A

10. Furnish 1 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within **180** days of authorization to proceed with this phase, and review them with Owner. Within **15** days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner **1** copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within **60** days after receipt of Owner's comments.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

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3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. Perform or provide the following other Final Design Phase tasks or deliverables: N/A

10. Furnish for review by Owner, its legal counsel, and other advisors, 1 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within **270** days of authorization to proceed with the Final Design Phase, and review them with Owner. Within **15** days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 1 final copies of such documents to Owner within **60** days after receipt of Owner's comments and instructions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled

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

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

D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.

4. Consult with Owner as to the qualifications of prospective contractors.

5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents)

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

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: N/A

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D**.**

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.

4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

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5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

    a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

    b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for

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

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

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17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

19. *Inspections and Tests:*

    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief,

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

b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

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24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: N/A

25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables: N/A

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

PART 2 – ADDITIONAL SERVICES

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

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

7. Undertaking investigations and studies including, but not limited to:

    a. detailed consideration of operations, maintenance, and overhead expenses;

    b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

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c. preparation of appraisals;

d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;

e. detailed quantity surveys of materials, equipment, and labor; and

f. audits or inventories required in connection with construction performed or furnished by Owner.

8. Furnishing services of Consultants for other than Basic Services.

9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

10. Providing the following services:

a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.

b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).

12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.

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18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

20. Preparation of operation, maintenance, and staffing manuals.

21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).

22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.

23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.

25. Overtime work requiring higher than regular rates.

26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).

29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

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

A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

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2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than “or equal” items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

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This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **7/7/26**.

Owner's Responsibilities

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

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

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary, through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.

2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.

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4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.

6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.

7. Data or consultations as required for the Project but not otherwise identified in this Agreement.

E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:

1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.

G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

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I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

P. Place and pay for advertisement for Bids in appropriate publications.

Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

T. Perform or provide the following: N/A

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This is **EXHIBIT C**, consisting of 7 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **7/7/26**.

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

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

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

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:

1. *General:* An amount equal to **nine (9)** percent of the Construction Cost. This amount includes compensation for Engineer's Services and services of Engineer's Consultants, if any. The percentage of Construction Cost noted herein accounts for labor, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).

2. As a basis for payment to Engineer, Construction Cost will be based on one or more of the following determinations with precedence in the order listed for Work designed or specified by Engineer:

   a. For Work designed or specified and incorporated in the completed Project, the actual final price of the Construction Contract(s), as duly adjusted by Change Orders.

   b. For Work designed or specified but not constructed, the lowest bona fide Bid received from a qualified bidder for such Work; or, if the Work is not bid, the lowest bona fide negotiated proposal for such Work.

   c. For Work designed or specified but not constructed upon which no such Bid or proposal is received, Engineer's most recent opinion of probable Construction Cost.

   d. Labor furnished by Owner for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by Owner will be included at current market prices.

   e. For purposes of determining Construction Cost under this provision, no deduction is to be made from Construction Contract pricing on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).

3. *Reimbursable Expenses:* In addition to the Percentage of Construction Cost, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses: **NONE**.

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4. *Progress Payments:*

   a. The portion of the amounts billed for Engineer's services that is on account of the Percentage of Construction Cost will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

   b. Upon conclusion of each phase of Basic Services, Owner shall pay such additional amount, if any, as may be necessary to bring total compensation paid during such phase on account of the percentage of Construction Cost to the following estimated percentages of total compensation payable on account of the percentage of Construction Cost for all phases of Basic Services:

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

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

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

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

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

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

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be **$8,000.00** based upon part-time RPR services on an eight-hour workday, Monday through Friday, over a **30 day** construction schedule.

B. *Compensation for Reimbursable Expenses:*

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

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

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.2**.

2. *Factors*: The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. *Estimated Compensation Amounts*:

a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and

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

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

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

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

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

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General*: For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer as mutually agreed upon by both parties.

2. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of **1.1**.

3. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1, 2021) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.2**.

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

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

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This is **Appendix 2 to EXHIBIT C**, consisting of **1** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **7/7/26**.

Standard Hourly Rates Schedule - 2026

A. *Standard Hourly Rates:*

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

2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

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

Principal Engineer	$215/Hour
Senior Engineer	$185/Hour
Project Engineer	$170/Hour
Professional Licensed Surveyor	$155/Hour
Senior Design Technician	$155/Hour
Junior Engineer	$150/Hour
Engineering Intern	$125/Hour
Graduate Engineer	$115/Hour
Senior AutoCad Technician	$120/Hour
AutoCad Technician	$105/Hour
GIS Technician	$105/Hour
Chief Resident Project Representative	$125/Hour
Senior Resident Project Representative	$ 115/Hour
Resident Project Representative	$ 95/Hour
Field Crew	$195/Hour
Administrative	$ 60/Hour

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This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **7/7/26**.

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

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

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 *Resident Project Representative*

A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.

C. The duties and responsibilities of the RPR are as follows:

1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

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4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. *Liaison:*

    a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

    b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

    c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,

7. *Shop Drawings and Samples:*

    a. Record date of receipt of Samples and Contractor-approved Shop Drawings.

    b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

    c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. *Proposed* M*odifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. *Review of Work; Defective Work:*

    a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

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b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and

c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

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

a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.

e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records*:

a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

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e. Maintain records for use in preparing Project documentation.

f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

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

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

15. *Completion*:

a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

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D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

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This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **7/7/26**.

Insurance

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

G6.05 *Insurance*

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

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

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

c. General Liability --

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

d. Excess or Umbrella Liability --

1) Per Occurrence: $2,000,000
2) General Aggregate:

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

$1,000,000

f. Professional Liability –

1) Each Claim Made $1,000,000
2) Annual Aggregate $1,000,000

g. Other (specify): N/A

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

a. Shows, Dearman and Waits, Inc.
Engineer

b. N/A
Engineer's Consultant

c. N/A
Engineer's Consultant

d. N/A
[other]

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.

3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

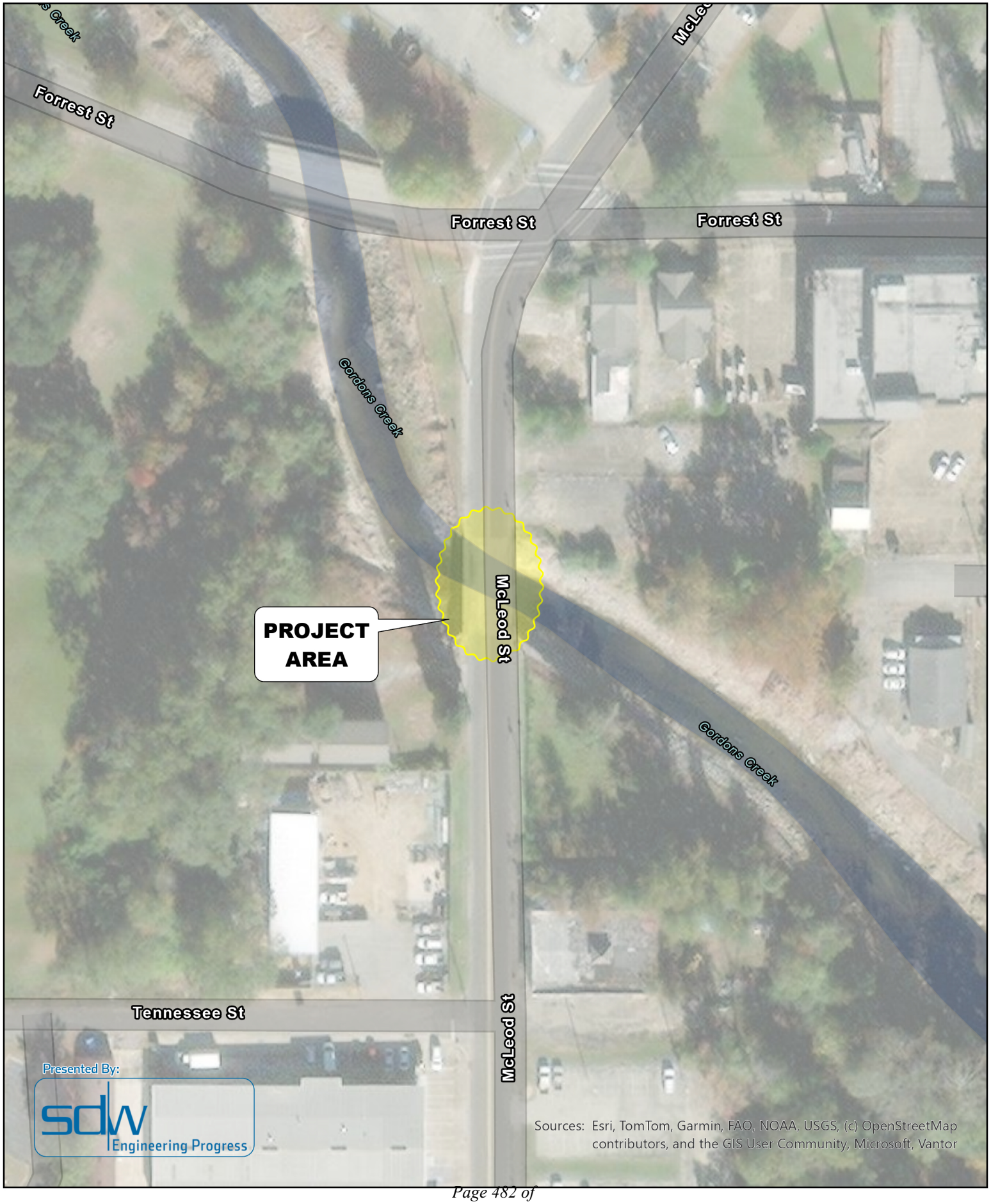
CITY OF HATTIESBURG

McLeod Street Bridge Repair - ATTACHMENT A

PROJECT #	DATE: 06-25-2026
12267	SCALE: 1" = 80'

0 40 80 160 Feet

NORTH



Presented By:

sdw Engineering Progress

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Microsoft, Vantor

sdw
Engineering Progress

June 23, 2026

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

Attn: Marybeth Bergin, P.E.

Re: West 7th Street Infrastructure Rehabilitation
City of Hattiesburg

Dear Marybeth:

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

Enclosed are the following documents:

1. The Final Pay Estimate No. 6 for the contractor in the amount of $39,317.40
2. Pay Estimate No. 7 (Retainage) for the contractor in the amount of $188,261.45
3. Contractor's Affidavit of Release of Liens
4. Contractor's Affidavit of Payments of Debts and Claims
5. Consent of Surety to Final Payment
6. Labor and Material Warranty Letter
7. Supplemental Agreement No. 1 with Overrun/Underrun signed by the contractor. Please have the mayor sign and return a copy to our office for further processing.

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

Sincerely,

Shea E. McNease, P.E.
Project Engineer

/sm

enclosures

SECTION 00660

PERIODIC ESTIMATE FOR PAYMENT

PERIODIC ESTIMATE FOR PAYMENT **NO:** 006 FINAL **PERIOD:** 03/01/26 **through** 06/03/26 **SHEET:** 1 **of** 5

24029-12530

OWNER: City Of Hattiesburg
ENGINEER: SDW Engineering Progress
CONTRACTOR: Grady Crawford Construction Co., Inc. Of Baton Rouge
PROJECT NO.:

PROJECT: WEST 7TH STREET INFRASTRUCTURE REHABILITATION
CONTRACT: BETWEEN PROVIDENCE ST & NORTH MAIN ST
PERCENT COMPLETE: 0%
ORIGINAL CONTRACT TIME: 280 Days **TIME REMAINING:** 0 Days
CONTRACT COMPLETION DATE: August 15, 2026

In accordance with this Contract and the attached Estimate for Payment, the Contractor is entitled to payment in the amount stipulated below. The present status of the account for this Contract is as follows:

Change Order	Additions	Deductions
Suppplemental Agreement No. 1	$54,122.00	-$69,418.55

Net Change: ($15,296.55)

Original Contract Sum:	$	3,780,525.50
Change Orders (Net Change):		($15,296.55)
Contract Sum to Date:	$	3,765,228.95
Material Stored:	$	-
Work Completed to Date:		$3,765,228.95
Total Completed to Date:	$	3,765,228.95
5% Retainage:	$	188,261.45
Total Earned Less Retainage:	$	3,576,967.50
Less Previous Estimates:		$3,537,650.10
Total Due This Estimate:	$	39,317.40

CERTIFICATION OF CONTRACTOR: According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Periodic Estimate for Partial Payment are correct; that all work has been performed and/or material supplied in full accordance with the requirements of the referenced contract, and/or duly authorized deviations, up to and including the last day of the period covered by this Periodic Estimate; and that no part of the "Balance Due This Payment" has been received.

Contractor: Grady Crawford Construction Co., Inc. Of Baton Rouge **By:** _____ **Date:** 6/3/2026

CERTIFICATION OF ENGINEER: I certify that I have checked and verified the above and foregoing Periodic Estimate for Partial Payment; that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material supplied by the Contractor; that all work and/or material included in the Periodic Estimate has been inspected by me and/or my duly authorized representative or assistants, and that it has been performed and/or supplied in full accordance with the requirements of the referenced contract; and that partial payment claimed and requested by the Contractor is correctly computed on the basis of work performed and/or material supplied to date.

Engineer: SDW Engineering Progress **By:** _____ **Date:** 6/18/20

CERTIFICATION OF OWNER: I do hereby accept the foregoing Periodic Estimate for Payment and do recommend and approve the partial payment claimed and requested by the Contractor.

Owner: City Of Hattiesburg **By:** _____ **Date:** _____

PERIODIC ESTIMATE FOR PAYMENT NO.: 6 FINAL **1-Mar-26** **through** **3-Jun-26**

ITEM NO.	DESCRIPTION OF ITEM	SUMMARY ORIGINAL CONTRACT				WORK COMPLETED PREVIOUS PERIODS		ESTIMATE OF WORK COMPLETED THIS PERIOD		ESTIMATE OF WORK COMPLETED TO DATE	
		UNIT PRICE	QUANTITY	UNIT	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION
	DEMOLITION										
201-A	Clearing and Grubbing	$55,000.00	1	LS	$ 55,000.00	1.00	$ 55,000.00		$ -	1.00	$ 55,000.00
202-B	Removal of Asphalt Pavement, All Depths	$14.00	5265	SY	$ 73,710.00	5265.00	$ 73,710.00		$ -	5,265.00	$ 73,710.00
202-B	Removal of Concrete Pavement, All Depths	$14.00	951	SY	$ 13,314.00	1101.24	$ 15,417.36		$ -	1,101.24	$ 15,417.36
202-B	Removal of Concrete Sidewalk	$14.00	1030	SY	$ 14,420.00	1095.00	$ 15,330.00		$ -	1,095.00	$ 15,330.00
202-B	Removal of Curb & Gutter, All Types	$14.00	3425	LF	$ 47,950.00	3425.00	$ 47,950.00		$ -	3,425.00	$ 47,950.00
202-B	Removal of Fence, All Types	$10.00	57	LF	$ 570.00	29.00	$ 290.00		$ -	29.00	$ 290.00
202-B	Removal of Inlet and Junction Box, All Types & Sizes	$900.00	6	EA	$ 5,400.00	7.00	$ 6,300.00		$ -	7.00	$ 6,300.00
202-B	Removal of Storm Sewer Manhole	$900.00	3	EA	$ 2,700.00	3.00	$ 2,700.00		$ -	3.00	$ 2,700.00
202-B	Removal of Pipe, 8" And Above	$8.00	850	LF	$ 6,800.00	850.00	$ 6,800.00		$ -	850.00	$ 6,800.00
202-B	Removal of Traffic Stripe	$7.00	140	LF	$ 980.00		$ -		$ -	0.00	$ -
202-B	Removal of Traffic Stripe	$7.00	616	SF	$ 4,312.00		$ -		$ -	0.00	$ -
	EARTHWORK & TEMPORARY EROSION CONTROL										
203-A	Unclassified Excavation, LVM, AH	$12.00	390	CY	$ 4,680.00	390.00	$ 4,680.00		$ -	390.00	$ 4,680.00
203-EX	Borrow Excavation, AH, LVM, Class B9	$34.00	3235	CY	$ 109,990.00	3455.00	$ 117,470.00		$ -	3,455.00	$ 117,470.00
203-G	Excess Excavation, LVM, AH	$12.00	1300	CY	$ 15,600.00	1300.00	$ 15,600.00		$ -	1,300.00	$ 15,600.00
211-B	Topsoil for Slope Treatment, Contractor Furnished	$45.00	650	CY	$ 29,250.00	500.00	$ 22,500.00		$ -	500.00	$ 22,500.00
215-A	Vegetative Materials for Mulch	$750.00	1	TON	$ 750.00	1.00	$ 750.00		$ -	1.00	$ 750.00
216-A	Solid Sodding	$13.00	2580	SY	$ 33,540.00	2580.00	$ 33,540.00		$ -	2,580.00	$ 33,540.00
219-A	Watering	$10.00	52	KGAL	$ 520.00	52.00	$ 520.00		$ -	52.00	$ 520.00
221-A	Concrete Paved Ditch	$3,500.00	0	CY	$ 350.00	0.10	$ 350.00		$ -	0.10	$ 350.00
226-A	Temporary Grassing	$3,500.00	1	ACRE	$ 1,750.00	0.50	$ 1,750.00		$ -	0.50	$ 1,750.00
907-234-A	Temporary Silt Fence	$1.00	5000	LF	$ 5,000.00	3005.00	$ 3,005.00		$ -	3,005.00	$ 3,005.00
237-A	Wattles, 20"	$1.00	1200	LF	$ 1,200.00	200.00	$ 200.00		$ -	200.00	$ 200.00
246-A	Sandbags	$5.00	225	LF	$ 1,125.00	120.00	$ 600.00		$ -	120.00	$ 600.00
	NON-ROADWAY ITEMS										
907-258-PP	Concrete Steps, Per Plans	$1,280.00	1	EA	$ 1,280.00	2.00	$ 2,560.00		$ -	2.00	$ 2,560.00
907-258-N	Car Stop, Per Plans	$175.00	4	EA	$ 700.00	4.00	$ 700.00		$ -	4.00	$ 700.00
	SUBBASE, BASE & PAVING										
304-A	Granular Material, LVM, Class 9, Group C	$50.00	50	CY	$ 2,500.00	50.00	$ 2,500.00		$ -	50.00	$ 2,500.00
304-F	Size 610 Crushed Stone Base	$90.00	2770	TON	$ 249,300.00	3559.57	$ 320,361.30		$ -	3,559.57	$ 320,361.30
403-A	9.5mm, ST, Asphalt Pavement	$200.00	600	TON	$ 120,000.00	390.91	$ 78,182.00		$ -	390.91	$ 78,182.00
403-A	19mm, ST, Asphalt Pavement	$234.00	1400	TON	$ 327,600.00	1160.41	$ 271,535.94		$ -	1,160.41	$ 271,535.94
403-B	9.5mm, ST, Asphalt Pavement, Leveling	$200.00	35	TON	$ 7,000.00	36.50	$ 7,300.00	0.20	$ 40.00	36.70	$ 7,340.00
406-A	Cold Milling of Bituminous Pavement, All Depths	$18.00	1115	SY	$ 20,070.00	1085.67	$ 19,542.06	-0.07	$ (1.26)	1,085.60	$ 19,540.80
407-A	Asphalt for Tack Coat	$5.00	540	GAL	$ 2,700.00	540.00	$ 2,700.00		$ -	540.00	$ 2,700.00

PERIODIC ESTIMATE FOR PAYMENT NO.: 6 FINAL **1-Mar-26** **through** **3-Jun-26**

ITEM NO.	DESCRIPTION OF ITEM	SUMMARY ORIGINAL CONTRACT				WORK COMPLETED PREVIOUS PERIODS		ESTIMATE OF WORK COMPLETED THIS PERIOD		ESTIMATE OF WORK COMPLETED TO DATE	
		UNIT PRICE	QUANTITY	UNIT	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION
501-A	6" Reinforced Cement Concrete Pavement, Broom Finish	$169.00	15	SY	$ 2,535.00	37.70	$ 6,371.30		$ -	37.70	$ 6,371.30
	DRAINAGE										
601-B	Class "B" Structural Concrete, Minor Structures	$965.00	148	CY	$ 142,820.00	145.00	$ 139,925.00		$ -	145.00	$ 139,925.00
602-A	Reinforcing Steel	$5.50	14485	LBS	$ 79,667.50	14485.00	$ 79,667.50	-248.00	$ (1,364.00)	14,237.00	$ 78,303.50
603-CA	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	$100.00	16	LF	$ 1,600.00	25.00	$ 2,500.00		$ -	25.00	$ 2,500.00
603-CA	24" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	$130.00	1392	LF	$ 180,960.00	1268.00	$ 164,840.00		$ -	1,268.00	$ 164,840.00
603-CA	30" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	$165.00	48	LF	$ 7,920.00	48.00	$ 7,920.00		$ -	48.00	$ 7,920.00
603-CB	30" Reinforced Concrete End Section	$2,300.00	1	EA	$ 2,300.00	1.00	$ 2,300.00		$ -	1.00	$ 2,300.00
603-CE	29"x18" Reinforced Concrete Arch Pipe, Class IV, Flexible Plastic Gaskets	$188.00	1120	LF	$ 210,560.00	1121.00	$ 210,748.00		$ -	1,121.00	$ 210,748.00
603-CB	29"x18" Reinforced Concrete Arch Pipe End Section	$2,350.00	2	EA	$ 4,700.00		$ -		$ -	0.00	$ -
603-PE	12" Corrugated Polyethylene Pipe, Dual Wall, (Incl. Bedding)	$64.00	160	LF	$ 10,240.00	187.00	$ 11,968.00		$ -	187.00	$ 11,968.00
603-PE	18" Corrugated Polyethylene Pipe, Dual Wall, (Incl. Bedding)	$73.00	332	LF	$ 24,236.00	292.00	$ 21,316.00		$ -	292.00	$ 21,316.00
603-PP	36" Preformed Polyethylene Drainage Catch Basin, (Incl. Bedding)	$7,320.00	20	EA	$ 146,400.00	18.00	$ 131,760.00		$ -	18.00	$ 131,760.00
604-A	Castings	$12.00	3730	LBS	$ 44,760.00	3648.00	$ 43,776.00		$ -	3,648.00	$ 43,776.00
604-B	Gratings	$11.00	4950	LBS	$ 54,450.00	4200.00	$ 46,200.00		$ -	4,200.00	$ 46,200.00
	FENCES & GATES										
607-B	60" Type I, Chain Link Fence, Class 1	$50.00	60	LF	$ 3,000.00	50.00	$ 2,500.00		$ -	50.00	$ 2,500.00
	CURBING & GUTTERS, SIDEWALKS & DRIVEWAYS										
608-A	Concrete Sidewalk, Without Reinforcement	$100.00	1675	SY	$ 167,500.00	1444.72	$ 144,472.00		$ -	1,444.72	$ 144,472.00
907-608-C	Detectable Warning Panels	$66.00	175	SF	$ 11,550.00	164.00	$ 10,824.00		$ -	164.00	$ 10,824.00
609-B	Concrete Curb, Header	$61.00	500	LF	$ 30,500.00	575.00	$ 35,075.00	-20.00	$ (1,220.00)	555.00	$ 33,855.00
609-C	Concrete Integral Curb, Type 1	$39.00	620	LF	$ 24,180.00	520.00	$ 20,280.00		$ -	520.00	$ 20,280.00
609-D	Combination Concrete Curb and Gutter Type 1 Modified	$70.00	2790	LF	$ 195,300.00	2730.00	$ 191,100.00		$ -	2,730.00	$ 191,100.00
614-A	Concrete Driveway, Without Reinforcement, 6-inch Thickness	$115.00	605	SY	$ 69,575.00	812.89	$ 93,482.35		$ -	812.89	$ 93,482.35
614-A	Concrete Driveway, Without Reinforcement, 8-inch Thickness	$122.00	316	SY	$ 38,552.00	404.00	$ 49,288.00		$ -	404.00	$ 49,288.00
	MISCELLANEOUS ROADWAY										
613-A	Adjustment of Castings, Gratings & Utility Appurtenances	$500.00	5	EA	$ 2,500.00	5.00	$ 2,500.00		$ -	5.00	$ 2,500.00
618-A	Maintenance of Traffic	$125,000.00	1	LS	$ 125,000.00	1.00	$ 125,000.00		$ -	1.00	$ 125,000.00
618-B	Additional Construction Signs	$90.00	10	SF	$ 900.00		$ -		$ -	0.00	$ -
619-D	Remove and Reset Signs, All Sizes	$55.00	8	EA	$ 440.00	8.00	$ 440.00		$ -	8.00	$ 440.00
620-A	Mobilization	$171,000.00	1	LS	$ 171,000.00	1.00	$ 171,000.00		$ -	1.00	$ 171,000.00
	PAVEMENT STRIPING & MARKING										
626-G	Thermoplastic Detail Stripe, White, 6"	$13.00	46	LF	$ 598.00	44.00	$ 572.00		$ -	44.00	$ 572.00
626-G	Thermoplastic Detail Stripe, Yellow, 6"	$9.00	592	LF	$ 5,328.00	850.00	$ 7,650.00	-258.00	$ (2,322.00)	592.00	$ 5,328.00

PERIODIC ESTIMATE FOR PAYMENT NO.: 6 FINAL **1-Mar-26** **through** **3-Jun-26**

ITEM NO.	DESCRIPTION OF ITEM	SUMMARY ORIGINAL CONTRACT				WORK COMPLETED PREVIOUS PERIODS		ESTIMATE OF WORK COMPLETED THIS PERIOD		ESTIMATE OF WORK COMPLETED TO DATE	
		UNIT PRICE	QUANTITY	UNIT	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION
626-H	Thermoplastic Legend, White (6" Equiv)	$17.00	2346	LF	$ 39,882.00	1986.00	$ 33,762.00		$ -	1,986.00	$ 33,762.00
626-H	Thermoplastic Legend, White	$70.00	134	SF	$ 9,380.00	37.52	$ 2,626.40		$ -	37.52	$ 2,626.40
	PERMANENT TRAFFIC CONTROL										
630-A	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	$14.00	97	SF	$ 1,358.00	97.00	$ 1,358.00		$ -	97.00	$ 1,358.00
630-C	Steel U-Section Posts, 2.5 lb/ft	$10.00	315	LF	$ 3,150.00	315.00	$ 3,150.00		$ -	315.00	$ 3,150.00
	SURVEY & STAKING										
699-A	Roadway Construction Stakes	$24,500.00	1	LS	$ 24,500.00	1.00	$ 24,500.00		$ -	1.00	$ 24,500.00
	SEWER PIPE ITEMS										
SS1	8" Ductile Iron Sewer Pipe (0'-6') (Open Cut)	$165.00	40	LF	$ 6,600.00		$ -		$ -	0.00	$ -
SS2	8" SDR 26 PVC Sewer Pipe (0'-6') (Open Cut)	$78.00	994	LF	$ 77,532.00	828.00	$ 64,584.00		$ -	828.00	$ 64,584.00
SS3	8" SDR 26 PVC Sewer Pipe (6'- 8') (Open Cut)	$107.00	940	LF	$ 100,580.00	1130.00	$ 120,910.00		$ -	1,130.00	$ 120,910.00
SS4	8" SDR 26 PVC Sewer Pipe (8'- 10') (Open Cut)	$152.00	480	LF	$ 72,960.00	468.00	$ 71,136.00		$ -	468.00	$ 71,136.00
SS5	Removal of Existing Sewer Line	$28.00	1445	LF	$ 40,460.00	1445.00	$ 40,460.00		$ -	1,445.00	$ 40,460.00
SS6	Abandonment of Existing Sewer Line (All Sizes)	$9.00	505	LF	$ 4,545.00	505.00	$ 4,545.00		$ -	505.00	$ 4,545.00
SS7	Tracer Wire System for Sewer	$16,250.00	1	LS	$ 16,250.00	1.00	$ 16,250.00		$ -	1.00	$ 16,250.00
	SEWER MANHOLE ITEMS										
SS8	48" Precast Concrete Sewer Manhole (0' - 6')	$5,400.00	5	EA	$ 27,000.00	5.00	$ 27,000.00		$ -	5.00	$ 27,000.00
SS9	48" Precast Concrete Sewer Manhole (6' - 8')	$7,200.00	3	EA	$ 21,600.00	3.00	$ 21,600.00		$ -	3.00	$ 21,600.00
SS10	48" Precast Concrete Sewer Manhole (8' - 10')	$8,100.00	1	EA	$ 8,100.00	1.00	$ 8,100.00		$ -	1.00	$ 8,100.00
SS11	Drop Manhole Assembly (All Depths)	$2,150.00	1	EA	$ 2,150.00		$ -		$ -	0.00	$ -
SS12	Demolition and Removal of Existing Manholes (All Types)	$925.00	6	EA	$ 5,550.00	6.00	$ 5,550.00		$ -	6.00	$ 5,550.00
	SEWER SERVICE ITEMS										
SS13	4" Sanitary Sewer Service Cleanout	$812.00	41	EA	$ 33,292.00	39.00	$ 31,668.00		$ -	39.00	$ 31,668.00
SS14	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	$43.00	560	LF	$ 24,080.00	225.00	$ 9,675.00		$ -	225.00	$ 9,675.00
SS15	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	$49.00	1045	LF	$ 51,205.00	1188.00	$ 58,212.00		$ -	1,188.00	$ 58,212.00
SS16	8"x8"x6" PVC Service Tee	$258.00	38	EA	$ 9,804.00	34.00	$ 8,772.00	4.00	$ 1,032.00	38.00	$ 9,804.00
SS17	Existing Sewer Service Investigation	$450.00	3	EA	$ 1,350.00	3.00	$ 1,350.00		$ -	3.00	$ 1,350.00
	WATER PIPE ITEMS										
W1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	$95.00	1360	LF	$ 129,200.00	1352.00	$ 128,440.00		$ -	1,352.00	$ 128,440.00
W2	8" Class 350 Ductile Iron Water Pipe (Open Cut)	$108.00	480	LF	$ 51,840.00	480.00	$ 51,840.00		$ -	480.00	$ 51,840.00
W3	Tracer Wire System for Water	$10,500.00	1	LS	$ 10,500.00	1.00	$ 10,500.00		$ -	1.00	$ 10,500.00
	WATER CONNECTION ITEMS										
W4	Cut and Cap Existing Water Lines	$500.00	3	EA	$ 1,500.00	6.00	$ 3,000.00		$ -	6.00	$ 3,000.00
W5	Connection: Prop 6" to Exist 6" (Coupling & other fittings)	$1,530.00	2	EA	$ 3,060.00	2.00	$ 3,060.00		$ -	2.00	$ 3,060.00
W6	Connection: Prop 8" to Prop 6" (8"x8"x6" Tee & other fittings)	$5,230.00	2	EA	$ 10,460.00	2.00	$ 10,460.00		$ -	2.00	$ 10,460.00

PERIODIC ESTIMATE FOR PAYMENT NO.: 6 FINAL **1-Mar-26** **through** **3-Jun-26**

ITEM NO.	DESCRIPTION OF ITEM	SUMMARY ORIGINAL CONTRACT				WORK COMPLETED PREVIOUS PERIODS		ESTIMATE OF WORK COMPLETED THIS PERIOD		ESTIMATE OF WORK COMPLETED TO DATE	
		UNIT PRICE	QUANTITY	UNIT	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION
W7	Connection: Prop 6" to Exist 8" (Hot Tap w/ Valve & other fittings)	$8,750.00	1	EA	$ 8,750.00	1.00	$ 8,750.00		$ -	1.00	$ 8,750.00
W8	Connection: Prop 8" to Exist 12" (Hot Tap w/ Valve & other fittings)	$12,750.00	1	EA	$ 12,750.00	2.00	$ 25,500.00		$ -	2.00	$ 25,500.00
	WATER VALVE ITEMS										
W9	6" Gate Valve	$1,950.00	1	EA	$ 1,950.00	4.00	$ 7,800.00		$ -	4.00	$ 7,800.00
W10	8" Gate Valve	$2,950.00	1	EA	$ 2,950.00	1.00	$ 2,950.00		$ -	1.00	$ 2,950.00
	WATER FIRE PROTECTION ITEMS										
W11	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	$8,150.00	1	EA	$ 8,150.00	2.00	$ 16,300.00	-1.00	$ (8,150.00)	1.00	$ 8,150.00
W12	Removal of Existing Fire Hydrant	$750.00	1	EA	$ 750.00	2.00	$ 1,500.00	-1.00	$ (750.00)	1.00	$ 750.00
	WATER SERVICE ITEMS										
W13	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	$670.00	26	EA	$ 17,420.00	25.00	$ 16,750.00		$ -	25.00	$ 16,750.00
W14	Commercial Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	$2,340.00	1	EA	$ 2,340.00	3.00	$ 7,020.00		$ -	3.00	$ 7,020.00
W15	Residential Service Tubing (Open Cut) (All Sizes)	$20.00	660	LF	$ 13,200.00	782.00	$ 15,640.00		$ -	782.00	$ 15,640.00
W16	Commercial Service Tubing (Open Cut) (All Sizes)	$28.00	40	LF	$ 1,120.00	60.00	$ 1,680.00		$ -	60.00	$ 1,680.00
W17	Remove and Reset Water Meter	$165.00	25	EA	$ 4,125.00	25.00	$ 4,125.00		$ -	25.00	$ 4,125.00
	SUPPLEMENTAL AGREEMENT NO. 1										
SA-1	Relocation of Water Line	$2,665.00	5	EA	$ 13,325.00		$ -	5.00	$ 13,325.00	5.00	$ 13,325.00
SA-2	Relocation of Fire Hydrant	$3,250.00	1	EA	$ 3,250.00		$ -	1.00	$ 3,250.00	1.00	$ 3,250.00
SA-3	Modification of Storm Drain System	$2,010.00	3	EA	$ 6,030.00		$ -	3.00	$ 6,030.00	3.00	$ 6,030.00
SA-4	Repair of Leaking and Unmarked Water Lines	$1,755.00	11	EA	$ 19,305.00		$ -	11.00	$ 19,305.00	11.00	$ 19,305.00
SA-5	Water Main Investigation and Excavation	$1,742.00	5	EA	$ 8,710.00		$ -	5.00	$ 8,710.00	5.00	$ 8,710.00
SA-6	Relief of Sewer Line Blockage	$3,502.00	1	LS	$ 3,502.00		$ -	1.00	$ 3,502.00	1.00	$ 3,502.00
	PROJECT INCREASE / DECREASE	-$69,418.55	1	LS	$ (69,418.55)						
		TOTAL			**$3,765,228.95**		**$3,723,842.21**		**$ 41,386.74**		**$ 3,765,228.95**

SECTION 00660

PERIODIC ESTIMATE FOR PAYMENT

PERIODIC ESTIMATE FOR PAYMENT NO: 007 (24029R) **PERIOD:** 06/04/26 through 06/04/26 **SHEET:** 1 of 5

OWNER: City Of Hattiesburg
ENGINEER: SDW Engineering Progress
CONTRACTOR: Grady Crawford Construction Co., Inc. Of Baton Rouge
PROJECT NO.:

PROJECT: WEST 7TH STREET INFRASTRUCTURE REHABILITATION
CONTRACT: BETWEEN PROVIDENCE ST & NORTH MAIN ST
PERCENT COMPLETE: 0%
ORIGINAL CONTRACT TIME: 280 Days **TIME REMAINING:** 0 Days
CONTRACT COMPLETION DATE: August 15, 2026

In accordance with this Contract and the attached Estimate for Payment, the Contractor is entitled to payment in the amount stipulated below. The present status of the account for this Contract is as follows:

Change Order	Additions	Deductions
Supplemental Agreement No. 1	$54,122.00	-$69,418.55

Net Change: ($15,296.55)

Original Contract Sum:	$	3,780,525.50
Change Orders (Net Change):		($15,296.55)
Contract Sum to Date:	$	3,765,228.95
Material Stored:	$	-
Work Completed to Date:		$3,765,228.95
Total Completed to Date:	$	3,765,228.95
5% Retainage:	$	-
Total Earned Less Retainage:	$	3,765,228.95
Less Previous Estimates:		$3,576,967.50
Total Due This Estimate:	$	188,261.45

CERTIFICATION OF CONTRACTOR: According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Periodic Estimate for Partial Payment are correct; that all work has been performed and/or material supplied in full accordance with the requirements of the referenced contract, and/or duly authorized deviations, up to and including the last day of the period covered by this Periodic Estimate; and that no part of the "Balance Due This Payment" has been received.

Contractor: Grady Crawford Construction Co., Inc. Of Baton Rouge **By:** _____ **Date:** 6/4/2026

CERTIFICATION OF ENGINEER: I certify that I have checked and verified the above and foregoing Periodic Estimate for Partial Payment; that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material supplied by the Contractor; that all work and/or material included in the Periodic Estimate has been inspected by me and/or my duly authorized representative or assistants, and that it has been performed and/or supplied in full accordance with the requirements of the referenced contract; and that partial payment claimed and requested by the Contractor is correctly computed on the basis or work performed and/or material supplied to date.

Engineer: SDW Engineering Progress **By:** _____ **Date:** 6/13/26

CERTIFICATION OF OWNER: I do hereby accept the foregoing Periodic Estimate for Payment and do recommend and approve the partial payment claimed and requested by the Contractor.

Owner: City Of Hattiesburg **By:** _____ **Date:** _____

PERIODIC ESTIMATE FOR PAYMENT NO.: 7 **4-Jun-26** **through** **4-Jun-26**

ITEM NO.	DESCRIPTION OF ITEM	SUMMARY ORIGINAL CONTRACT				WORK COMPLETED PREVIOUS PERIODS		ESTIMATE OF WORK COMPLETED THIS PERIOD		ESTIMATE OF WORK COMPLETED TO DATE	
		UNIT PRICE	QUANTITY	UNIT	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION
	DEMOLITION										
201-A	Clearing and Grubbing	$55,000.00	1	LS	$ 55,000.00	1.00	$ 55,000.00		$ -	1.00	$ 55,000.00
202-B	Removal of Asphalt Pavement, All Depths	$14.00	5265	SY	$ 73,710.00	5265.00	$ 73,710.00		$ -	5,265.00	$ 73,710.00
202-B	Removal of Concrete Pavement, All Depths	$14.00	951	SY	$ 13,314.00	1101.24	$ 15,417.36		$ -	1,101.24	$ 15,417.36
202-B	Removal of Concrete Sidewalk	$14.00	1030	SY	$ 14,420.00	1095.00	$ 15,330.00		$ -	1,095.00	$ 15,330.00
202-B	Removal of Curb & Gutter, All Types	$14.00	3425	LF	$ 47,950.00	3425.00	$ 47,950.00		$ -	3,425.00	$ 47,950.00
202-B	Removal of Fence, All Types	$10.00	57	LF	$ 570.00	29.00	$ 290.00		$ -	29.00	$ 290.00
202-B	Removal of Inlet and Junction Box, All Types & Sizes	$900.00	6	EA	$ 5,400.00	7.00	$ 6,300.00		$ -	7.00	$ 6,300.00
202-B	Removal of Storm Sewer Manhole	$900.00	3	EA	$ 2,700.00	3.00	$ 2,700.00		$ -	3.00	$ 2,700.00
202-B	Removal of Pipe, 8" And Above	$8.00	850	LF	$ 6,800.00	850.00	$ 6,800.00		$ -	850.00	$ 6,800.00
202-B	Removal of Traffic Stripe	$7.00	140	LF	$ 980.00		$ -		$ -	0.00	$ -
202-B	Removal of Traffic Stripe	$7.00	616	SF	$ 4,312.00		$ -		$ -	0.00	$ -
	EARTHWORK & TEMPORARY EROSION CONTROL										
203-A	Unclassified Excavation, LVM, AH	$12.00	390	CY	$ 4,680.00	390.00	$ 4,680.00		$ -	390.00	$ 4,680.00
203-EX	Borrow Excavation, AH, LVM, Class B9	$34.00	3235	CY	$ 109,990.00	3455.00	$ 117,470.00		$ -	3,455.00	$ 117,470.00
203-G	Excess Excavation, LVM, AH	$12.00	1300	CY	$ 15,600.00	1300.00	$ 15,600.00		$ -	1,300.00	$ 15,600.00
211-B	Topsoil for Slope Treatment, Contractor Furnished	$45.00	650	CY	$ 29,250.00	500.00	$ 22,500.00		$ -	500.00	$ 22,500.00
215-A	Vegetative Materials for Mulch	$750.00	1	TON	$ 750.00	1.00	$ 750.00		$ -	1.00	$ 750.00
216-A	Solid Sodding	$13.00	2580	SY	$ 33,540.00	2580.00	$ 33,540.00		$ -	2,580.00	$ 33,540.00
219-A	Watering	$10.00	52	KGAL	$ 520.00	52.00	$ 520.00		$ -	52.00	$ 520.00
221-A	Concrete Paved Ditch	$3,500.00	0	CY	$ 350.00	0.10	$ 350.00		$ -	0.10	$ 350.00
226-A	Temporary Grassing	$3,500.00	1	ACRE	$ 1,750.00	0.50	$ 1,750.00		$ -	0.50	$ 1,750.00
907-234-A	Temporary Silt Fence	$1.00	5000	LF	$ 5,000.00	3005.00	$ 3,005.00		$ -	3,005.00	$ 3,005.00
237-A	Wattles, 20"	$1.00	1200	LF	$ 1,200.00	200.00	$ 200.00		$ -	200.00	$ 200.00
246-A	Sandbags	$5.00	225	LF	$ 1,125.00	120.00	$ 600.00		$ -	120.00	$ 600.00
	NON-ROADWAY ITEMS										
907-258-PP	Concrete Steps, Per Plans	$1,280.00	1	EA	$ 1,280.00	2.00	$ 2,560.00		$ -	2.00	$ 2,560.00
907-258-N	Car Stop, Per Plans	$175.00	4	EA	$ 700.00	4.00	$ 700.00		$ -	4.00	$ 700.00
	SUBBASE, BASE & PAVING										
304-A	Granular Material, LVM, Class 9, Group C	$50.00	50	CY	$ 2,500.00	50.00	$ 2,500.00		$ -	50.00	$ 2,500.00
304-F	Size 610 Crushed Stone Base	$90.00	2770	TON	$ 249,300.00	3559.57	$ 320,361.30		$ -	3,559.57	$ 320,361.30
403-A	9.5mm, ST, Asphalt Pavement	$200.00	600	TON	$ 120,000.00	390.91	$ 78,182.00		$ -	390.91	$ 78,182.00
403-A	19mm, ST, Asphalt Pavement	$234.00	1400	TON	$ 327,600.00	1160.41	$ 271,535.94		$ -	1,160.41	$ 271,535.94
403-B	9.5mm, ST, Asphalt Pavement, Leveling	$200.00	35	TON	$ 7,000.00	36.70	$ 7,340.00		$ -	36.70	$ 7,340.00
406-A	Cold Milling of Bituminous Pavement, All Depths	$18.00	1115	SY	$ 20,070.00	1085.60	$ 19,540.80		$ -	1,085.60	$ 19,540.80
407-A	Asphalt for Tack Coat	$5.00	540	GAL	$ 2,700.00	540.00	$ 2,700.00		$ -	540.00	$ 2,700.00

PERIODIC ESTIMATE FOR PAYMENT NO.: 7 **4-Jun-26** **through** **4-Jun-26**

ITEM NO.	DESCRIPTION OF ITEM	SUMMARY ORIGINAL CONTRACT				WORK COMPLETED PREVIOUS PERIODS		ESTIMATE OF WORK COMPLETED THIS PERIOD		ESTIMATE OF WORK COMPLETED TO DATE	
		UNIT PRICE	QUANTITY	UNIT	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION
501-A	6" Reinforced Cement Concrete Pavement, Broom Finish	$169.00	15	SY	$ 2,535.00	37.70	$ 6,371.30		$ -	37.70	$ 6,371.30
	DRAINAGE										
601-B	Class "B" Structural Concrete, Minor Structures	$965.00	148	CY	$ 142,820.00	145.00	$ 139,925.00		$ -	145.00	$ 139,925.00
602-A	Reinforcing Steel	$5.50	14485	LBS	$ 79,667.50	14237.00	$ 78,303.50		$ -	14,237.00	$ 78,303.50
603-CA	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	$100.00	16	LF	$ 1,600.00	25.00	$ 2,500.00		$ -	25.00	$ 2,500.00
603-CA	24" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	$130.00	1392	LF	$ 180,960.00	1268.00	$ 164,840.00		$ -	1,268.00	$ 164,840.00
603-CA	30" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	$165.00	48	LF	$ 7,920.00	48.00	$ 7,920.00		$ -	48.00	$ 7,920.00
603-CB	30" Reinforced Concrete End Section	$2,300.00	1	EA	$ 2,300.00	1.00	$ 2,300.00		$ -	1.00	$ 2,300.00
603-CE	29"x18" Reinforced Concrete Arch Pipe, Class IV, Flexible Plastic Gaskets	$188.00	1120	LF	$ 210,560.00	1121.00	$ 210,748.00		$ -	1,121.00	$ 210,748.00
603-CB	29"x18" Reinforced Concrete Arch Pipe End Section	$2,350.00	2	EA	$ 4,700.00		$ -		$ -	0.00	$ -
603-PE	12" Corrugated Polyethylene Pipe, Dual Wall, (Incl. Bedding)	$64.00	160	LF	$ 10,240.00	187.00	$ 11,968.00		$ -	187.00	$ 11,968.00
603-PE	18" Corrugated Polyethylene Pipe, Dual Wall, (Incl. Bedding)	$73.00	332	LF	$ 24,236.00	292.00	$ 21,316.00		$ -	292.00	$ 21,316.00
603-PP	36" Preformed Polyethylene Drainage Catch Basin, (Incl. Bedding)	$7,320.00	20	EA	$ 146,400.00	18.00	$ 131,760.00		$ -	18.00	$ 131,760.00
604-A	Castings	$12.00	3730	LBS	$ 44,760.00	3648.00	$ 43,776.00		$ -	3,648.00	$ 43,776.00
604-B	Gratings	$11.00	4950	LBS	$ 54,450.00	4200.00	$ 46,200.00		$ -	4,200.00	$ 46,200.00
	FENCES & GATES										
607-B	60" Type I, Chain Link Fence, Class 1	$50.00	60	LF	$ 3,000.00	50.00	$ 2,500.00		$ -	50.00	$ 2,500.00
	CURBING & GUTTERS, SIDEWALKS & DRIVEWAYS										
608-A	Concrete Sidewalk, Without Reinforcement	$100.00	1675	SY	$ 167,500.00	1444.72	$ 144,472.00		$ -	1,444.72	$ 144,472.00
907-608-C	Detectable Warning Panels	$66.00	175	SF	$ 11,550.00	164.00	$ 10,824.00		$ -	164.00	$ 10,824.00
609-B	Concrete Curb, Header	$61.00	500	LF	$ 30,500.00	555.00	$ 33,855.00		$ -	555.00	$ 33,855.00
609-C	Concrete Integral Curb, Type 1	$39.00	620	LF	$ 24,180.00	520.00	$ 20,280.00		$ -	520.00	$ 20,280.00
609-D	Combination Concrete Curb and Gutter Type 1 Modified	$70.00	2790	LF	$ 195,300.00	2730.00	$ 191,100.00		$ -	2,730.00	$ 191,100.00
614-A	Concrete Driveway, Without Reinforcement, 6-inch Thickness	$115.00	605	SY	$ 69,575.00	812.89	$ 93,482.35		$ -	812.89	$ 93,482.35
614-A	Concrete Driveway, Without Reinforcement, 8-inch Thickness	$122.00	316	SY	$ 38,552.00	404.00	$ 49,288.00		$ -	404.00	$ 49,288.00
	MISCELLANEOUS ROADWAY										
613-A	Adjustment of Castings, Gratings & Utility Appurtenances	$500.00	5	EA	$ 2,500.00	5.00	$ 2,500.00		$ -	5.00	$ 2,500.00
618-A	Maintenance of Traffic	$125,000.00	1	LS	$ 125,000.00	1.00	$ 125,000.00		$ -	1.00	$ 125,000.00
618-B	Additional Construction Signs	$90.00	10	SF	$ 900.00		$ -		$ -	0.00	$ -
619-D	Remove and Reset Signs, All Sizes	$55.00	8	EA	$ 440.00	8.00	$ 440.00		$ -	8.00	$ 440.00
620-A	Mobilization	$171,000.00	1	LS	$ 171,000.00	1.00	$ 171,000.00		$ -	1.00	$ 171,000.00
	PAVEMENT STRIPING & MARKING										
626-G	Thermoplastic Detail Stripe, White, 6"	$13.00	46	LF	$ 598.00	44.00	$ 572.00		$ -	44.00	$ 572.00
626-G	Thermoplastic Detail Stripe, Yellow, 6"	$9.00	592	LF	$ 5,328.00	592.00	$ 5,328.00		$ -	592.00	$ 5,328.00

PERIODIC ESTIMATE FOR PAYMENT NO.: 7 **4-Jun-26** **through** **4-Jun-26**

ITEM NO.	DESCRIPTION OF ITEM	SUMMARY ORIGINAL CONTRACT				WORK COMPLETED PREVIOUS PERIODS		ESTIMATE OF WORK COMPLETED THIS PERIOD		ESTIMATE OF WORK COMPLETED TO DATE	
		UNIT PRICE	QUANTITY	UNIT	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION
626-H	Thermoplastic Legend, White (6" Equiv)	$17.00	2346	LF	$ 39,882.00	1986.00	$ 33,762.00		$ -	1,986.00	$ 33,762.00
626-H	Thermoplastic Legend, White	$70.00	134	SF	$ 9,380.00	37.52	$ 2,626.40		$ -	37.52	$ 2,626.40
	PERMANENT TRAFFIC CONTROL										
630-A	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	$14.00	97	SF	$ 1,358.00	97.00	$ 1,358.00		$ -	97.00	$ 1,358.00
630-C	Steel U-Section Posts, 2.5 lb/ft	$10.00	315	LF	$ 3,150.00	315.00	$ 3,150.00		$ -	315.00	$ 3,150.00
	SURVEY & STAKING										
699-A	Roadway Construction Stakes	$24,500.00	1	LS	$ 24,500.00	1.00	$ 24,500.00		$ -	1.00	$ 24,500.00
	SEWER PIPE ITEMS										
SS1	8" Ductile Iron Sewer Pipe (0'-6') (Open Cut)	$165.00	40	LF	$ 6,600.00		$ -		$ -	0.00	$ -
SS2	8" SDR 26 PVC Sewer Pipe (0'-6') (Open Cut)	$78.00	994	LF	$ 77,532.00	828.00	$ 64,584.00		$ -	828.00	$ 64,584.00
SS3	8" SDR 26 PVC Sewer Pipe (6'- 8') (Open Cut)	$107.00	940	LF	$ 100,580.00	1130.00	$ 120,910.00		$ -	1,130.00	$ 120,910.00
SS4	8" SDR 26 PVC Sewer Pipe (8'- 10') (Open Cut)	$152.00	480	LF	$ 72,960.00	468.00	$ 71,136.00		$ -	468.00	$ 71,136.00
SS5	Removal of Existing Sewer Line	$28.00	1445	LF	$ 40,460.00	1445.00	$ 40,460.00		$ -	1,445.00	$ 40,460.00
SS6	Abandonment of Existing Sewer Line (All Sizes)	$9.00	505	LF	$ 4,545.00	505.00	$ 4,545.00		$ -	505.00	$ 4,545.00
SS7	Tracer Wire System for Sewer	$16,250.00	1	LS	$ 16,250.00	1.00	$ 16,250.00		$ -	1.00	$ 16,250.00
	SEWER MANHOLE ITEMS										
SS8	48" Precast Concrete Sewer Manhole (0' - 6')	$5,400.00	5	EA	$ 27,000.00	5.00	$ 27,000.00		$ -	5.00	$ 27,000.00
SS9	48" Precast Concrete Sewer Manhole (6' - 8')	$7,200.00	3	EA	$ 21,600.00	3.00	$ 21,600.00		$ -	3.00	$ 21,600.00
SS10	48" Precast Concrete Sewer Manhole (8' - 10')	$8,100.00	1	EA	$ 8,100.00	1.00	$ 8,100.00		$ -	1.00	$ 8,100.00
SS11	Drop Manhole Assembly (All Depths)	$2,150.00	1	EA	$ 2,150.00		$ -		$ -	0.00	$ -
SS12	Demolition and Removal of Existing Manholes (All Types)	$925.00	6	EA	$ 5,550.00	6.00	$ 5,550.00		$ -	6.00	$ 5,550.00
	SEWER SERVICE ITEMS										
SS13	4" Sanitary Sewer Service Cleanout	$812.00	41	EA	$ 33,292.00	39.00	$ 31,668.00		$ -	39.00	$ 31,668.00
SS14	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	$43.00	560	LF	$ 24,080.00	225.00	$ 9,675.00		$ -	225.00	$ 9,675.00
SS15	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	$49.00	1045	LF	$ 51,205.00	1188.00	$ 58,212.00		$ -	1,188.00	$ 58,212.00
SS16	8"x8"x6" PVC Service Tee	$258.00	38	EA	$ 9,804.00	38.00	$ 9,804.00		$ -	38.00	$ 9,804.00
SS17	Existing Sewer Service Investigation	$450.00	3	EA	$ 1,350.00	3.00	$ 1,350.00		$ -	3.00	$ 1,350.00
	WATER PIPE ITEMS										
W1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	$95.00	1360	LF	$ 129,200.00	1352.00	$ 128,440.00		$ -	1,352.00	$ 128,440.00
W2	8" Class 350 Ductile Iron Water Pipe (Open Cut)	$108.00	480	LF	$ 51,840.00	480.00	$ 51,840.00		$ -	480.00	$ 51,840.00
W3	Tracer Wire System for Water	$10,500.00	1	LS	$ 10,500.00	1.00	$ 10,500.00		$ -	1.00	$ 10,500.00
	WATER CONNECTION ITEMS										
W4	Cut and Cap Existing Water Lines	$500.00	3	EA	$ 1,500.00	6.00	$ 3,000.00		$ -	6.00	$ 3,000.00
W5	Connection: Prop 6" to Exist 6" (Coupling & other fittings)	$1,530.00	2	EA	$ 3,060.00	2.00	$ 3,060.00		$ -	2.00	$ 3,060.00
W6	Connection: Prop 8" to Prop 6" (8"x8"x6" Tee & other fittings)	$5,230.00	2	EA	$ 10,460.00	2.00	$ 10,460.00		$ -	2.00	$ 10,460.00

PERIODIC ESTIMATE FOR PAYMENT NO.: 7 **4-Jun-26** **through** **4-Jun-26**

ITEM NO.	DESCRIPTION OF ITEM	SUMMARY ORIGINAL CONTRACT				WORK COMPLETED PREVIOUS PERIODS		ESTIMATE OF WORK COMPLETED THIS PERIOD		ESTIMATE OF WORK COMPLETED TO DATE	
		UNIT PRICE	QUANTITY	UNIT	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION
W7	Connection: Prop 6" to Exist 8" (Hot Tap w/ Valve & other fittings)	$8,750.00	1	EA	$ 8,750.00	1.00	$ 8,750.00		$ -	1.00	$ 8,750.00
W8	Connection: Prop 8" to Exist 12" (Hot Tap w/ Valve & other fittings)	$12,750.00	1	EA	$ 12,750.00	2.00	$ 25,500.00		$ -	2.00	$ 25,500.00
	WATER VALVE ITEMS										
W9	6" Gate Valve	$1,950.00	1	EA	$ 1,950.00	4.00	$ 7,800.00		$ -	4.00	$ 7,800.00
W10	8" Gate Valve	$2,950.00	1	EA	$ 2,950.00	1.00	$ 2,950.00		$ -	1.00	$ 2,950.00
	WATER FIRE PROTECTION ITEMS										
W11	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	$8,150.00	1	EA	$ 8,150.00	1.00	$ 8,150.00		$ -	1.00	$ 8,150.00
W12	Removal of Existing Fire Hydrant	$750.00	1	EA	$ 750.00	1.00	$ 750.00		$ -	1.00	$ 750.00
	WATER SERVICE ITEMS										
W13	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	$670.00	26	EA	$ 17,420.00	25.00	$ 16,750.00		$ -	25.00	$ 16,750.00
W14	Commercial Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	$2,340.00	1	EA	$ 2,340.00	3.00	$ 7,020.00		$ -	3.00	$ 7,020.00
W15	Residential Service Tubing (Open Cut) (All Sizes)	$20.00	660	LF	$ 13,200.00	782.00	$ 15,640.00		$ -	782.00	$ 15,640.00
W16	Commercial Service Tubing (Open Cut) (All Sizes)	$28.00	40	LF	$ 1,120.00	60.00	$ 1,680.00		$ -	60.00	$ 1,680.00
W17	Remove and Reset Water Meter	$165.00	25	EA	$ 4,125.00	25.00	$ 4,125.00		$ -	25.00	$ 4,125.00
	SUPPLEMENTAL AGREEMENT NO. 1										
SA-1	Relocation of Water Line	$2,665.00	5	EA	$ 13,325.00	5.00	$ 13,325.00		$ -	5.00	$ 13,325.00
SA-2	Relocation of Fire Hydrant	$3,250.00	1	EA	$ 3,250.00	1.00	$ 3,250.00		$ -	1.00	$ 3,250.00
SA-3	Modification of Storm Drain System	$2,010.00	3	EA	$ 6,030.00	3.00	$ 6,030.00		$ -	3.00	$ 6,030.00
SA-4	Repair of Leaking and Unmarked Water Lines	$1,755.00	11	EA	$ 19,305.00	11.00	$ 19,305.00		$ -	11.00	$ 19,305.00
SA-5	Water Main Investigation and Excavation	$1,742.00	5	EA	$ 8,710.00	5.00	$ 8,710.00		$ -	5.00	$ 8,710.00
SA-6	Relief of Sewer Line Blockage	$3,502.00	1	LS	$ 3,502.00	1.00	$ 3,502.00		$ -	1.00	$ 3,502.00
	PROJECT INCREASE / DECREASE	-$69,418.55	1	LS	$ (69,418.55)						
		TOTAL			**$3,765,228.95**		**$3,765,228.95**		**$ -**		**$ 3,765,228.95**

AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)* West 7th Street Infrastructure Rehabilitaion, Hattiesburg, Mississippi	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐
		ARCHITECT: ☐
	CONTRACT FOR:	
TO OWNER: *(Name and address)* City of Hattiesburg 200 Forrest St Hattiesburg, MS 39401	**CONTRACT DATED:**	CONTRACTOR: ☐
		SURETY: ☐
		OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*
Grady Crawford Construction Co., Inc. of Baton Rouge
PO Box 967
Baton Rouge, LA 70821

BY:

(Signature of authorized representative)
Grady Crawford III Sec/Tres
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

STATE OF LOUISIANA
TRACY BROOKS GAUCIER
NOTARY ID # 15287
STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE
My Commission is for Life

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Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*
West 7th Street Infrastructure Rehabilitation, Hattiesburg, Mississippi

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR:

CONTRACT DATED:

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
SURETY: ☐
OTHER: ☐

TO OWNER: *(Name and address)*
City of Hattiesburg
200 Forrest St
Hattiesburg, MS 39401

STATE OF:
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☐ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*
Grady Crawford Construction Co., Inc. of Baton Rouge
PO Box 967
Baton Rouge, LA 70821

BY: _____
(Signature of authorized representative)

Grady Crawford III Sec/Tres
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

OFFICIAL SEAL
TRACY BROOKS CAUCIER
NOTARY ID # 19287
STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE
My Commission is for Life

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AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

PROJECT : *(Name and address)*
West 7th Infrastructure Rehabilitation,
Hattiesburg, Mississippi

ARCHITECTS PROJECT NUMBER:

CONTRACT FOR:

CONTRACT DATED:

TO OWNER : *(Name and address)*
City of Hattiesburg
200 Forrest St
Hattiesburg, MS 39401

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

Nationwide Mutual Insurance Company
11100 Locust St. - Dept. 2006 Des Moines, IA 50391-2006

, SURETY,

on bond of
(Insert name and address of Contractor)

Grady Crawford Construction Co., Inc. of Baton Rouge
PO BOX 967 Baton Rouge, LA 70821

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

City of Hattiesburg
200 Forest St. Hattiesburg, MS 39401

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

Nationwide Mutual Insurance Company
(Surety)

David W Alligood
(Signature of authorized representative)

Attest:
(Seal): Ryan Vicknair

David W Alligood, Attorney-in-Fact
(Printed name and title)

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User Notes: (3891840699)

Bond Number: 7901086147

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; KELLEY T QUIRK; RYAN J VICKNAIR; THOMAS A LAPORTE; WILLIAM P GARCIA

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 on the date thereof any and all: (i)bonds and undertakings; (ii) Proposal Bonds; (ii) Letters of Surety; (iv) Consent of Surety; and (v) 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 23rd day of October, 2025.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

NATIONWIDE MUTUAL INSURANCE COMPANY SEAL SURETY USE ONLY COLUMBUS, OH

STATE OF OHIO COUNTY OF FRANKLIN: ss
On this 23rd day of October, 2025, 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.

Karen L. Karn
Notary Public, State of Ohio
No. 2018-RE-719796
Commission Expires July 7, 2028

Notary Public
My Commission Expires
July 7, 2028

CERTIFICATE

I, Lezlie F. Chimienti, 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 _____ day of

_____, _____.

Assistant Secretary

BDJ 1(10-25)00

Grady Crawford CONSTRUCTION COMPANY, INC.

June 4, 2026

Shows, Dearman & Waits, Inc. Consulting Engineers
301 Second Ave.
Hattiesburg, MS. 39401

West 7th Street Infrastructure Rehabilitation
For the City Of Hattiesburg

Contractor's Notarized Statement of Guarantee/s:

Attn: Shea McNease

All work completed on the above referenced Project, by Grady Crawford Construction Company of Baton Rouge states the following.

WE HEREBY GUARANTEE ALL WORK PERFORMED BY US ON THE ABOVE CAPTION 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 WORK.

SINCERELY,

Grady Crawford III, Secretary/ Treasurer
Grady Crawford Construction Co. Inc.

OFFICIAL SEAL
TRACY BROOKS SAUCIER
NOTARY ID # 15287
STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE
My Commission is for Life

P.O. Box 967-Baton Rouge, LA 70821-(225)272-2360-FAX (225) 273-8558

W. 7th STREET INFRASTRUCTURE REHABILITATION BETWEEN PROVIDENCE ST. & N. MAIN ST. CITY OF HATTIESBURG, MS

SUPPLEMENTAL AGREEMENT NO. 1

CITY OF HATTIESBURG

WHEREAS, We, Grady Crawford Construction Company, Inc. of Baton Rouge, Contractor and Nationwide Mutual Insurance Company, Surety entered into a contract with the City of Hattiesburg, Owner on the 20th Day of August 2024 for W. 7th Street Infrastructure Rehabilitation Between Providence St. and N. Main St.

WHEREAS: The Contractor, Surety and Owner agree that certain construction methods should be modified to lessen impact and provide better serve to the public, as well, as increase the ease of construction.

WHEREAS: During the course of construction, multiple existing utilities were discovered that were unknown prior to construction. In multiple locations these utilities were in conflict with the planned improvements.

WHEREAS: The aforementioned conflicts required the relocation of existing utilities or the modification of planned improvements. The following pay items are hereby added to the contract documents:

Item SA-1	Relocation of Water Line	EA	5	$ 2,665.00	$ 13,325.00
Item SA-2	Relocation of Fire Hydrant	EA	1	$ 3,250.00	$ 3,250.00
Item SA-3	Modification of Storm Drainage System	EA	3	$ 2,010.00	$ 6,030.00

WHEREAS: During the course of construction, the Contractor discovered various leaking and unmarked water lines and services.

WHEREAS: The leaking and unmarked water lines were required to be repaired in order to complete the project. The following item is hereby added to the contract documents:

Item SA-4	Repair of leaking and unmarked water line	EA	11	$1,755.00	$ 19,305.00

WHEREAS: During the course of construction, existing water lines were discovered that were previously unknown to exist. Also, certain existing water line locations were unknown.

WHEREAS: The aforementioned information was necessary to complete the project and required extensive investigation on the part of the contractor. The following pay items are hereby added to the contract documents:

Item SA-5	Water Main Investigation and Excavation	EA	5	$ 1,742.00	$ 8,710.00

WHEREAS: During the course of construction, an existing sewer line, not within the project limits, was discovered to be blocked by debris causing inundation of the sewer main of proposed sewer rehabilitation.

WHEREAS: The aforementioned blockage caused a stoppage of work and a modification to construction methods on the part of the contractor. The following pay items are hereby added to the contract documents:

Item SA-6	Relief of Sewer Line Blockage	LS	1	$ 3,502.00	$ 3,502.00

WHEREAS: The attached Overrun/Underrun statement is included as a part of this change as a result of minor items during construction.

Subtotal Supplemental Agreement No. 1 -	$ 54,122.00
Project Decrease from Overrun/Underrun-	$ (69,418.55)
Final Contract Amount -	$ 3,765,228.95

WHEREAS: Unforeseen utility conflicts did not allow construction of the project to continue.

WHEREAS: The contractor could not complete the project due to said conflicts. Fourteen (14) calendar days are hereby added to the contract time.

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, Grady Crawford Construction Company, Inc. of Baton Rouge, Contractor and Nationwide Mutual Insurance Company, Surety, hereby agree that said Supplemental Agreement is hereby made a part of the Original Contract to be performed under the specifications thereof, and that the Original Contract is in full force and effect, except insofar as it might be modified by this Supplement Agreement.

DATED, this _____ day of _____, 2026

Grady Crawford Construction Company, Inc. of Baton Rouge

By: _____
Contractor

Witness: _____

Nationwide Mutual Insurance Company

By: _____
Surety David W Alligood

Witness: _____

City of Hattiesburg

By: _____
Owner

Witness: _____

Bond Number: 7901086147

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; KELLEY T QUIRK; RYAN J VICKNAIR; THOMAS A LAPORTE; WILLIAM P GARCIA

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 on the date thereof any and all: (i)bonds and undertakings; (ii) Proposal Bonds; (ii) Letters of Surety; (iv) Consent of Surety; and (v) 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 23rd day of October, 2025.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

NATIONWIDE MUTUAL INSURANCE COMPANY SEAL SURETY USE ONLY COLUMBUS, OH

STATE OF OHIO COUNTY OF FRANKLIN: ss
On this 23rd day of October, 2025, 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.

Karen L. Karn
Notary Public, State of Ohio
No. 2018-RE-719796
Commission Expires July 7, 2028

Notary Public
My Commission Expires
July 7, 2028

CERTIFICATE

I, Lezlie F. Chimienti, 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 _____ day of

_____, _____.

Assistant Secretary

BDJ 1(10-25)00

OVERRUNS UNDERRUNS
PROJECT: 12220-007 West 7th St. Infrastructure Rehabilitation
CONTRACTOR: Grady Crawford Construction Co.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
201-A	Clearing and Grubbing	LS	1.00	1.00	-	-	$55,000.00	$0.00	$0.00
Reason: No Change									
202-B	Removal of Asphalt Pavement, All Depths	SY	5,265.00	5,265.00	-	-	$14.00	$0.00	$0.00
Reason: No Change									
202-B	Removal of Concrete Pavement, All Depths	SY	951.00	1,101.24	150.24	-	$14.00	$2,103.36	$0.00
Reason: Unknown concrete pavement under asphalt increase the quantity.									
202-B	Removal of Concrete Sidewalk	SY	1,030.00	1,095.00	65.00	-	$14.00	$910.00	$0.00
Reason: Utility conflicts and existing water leaks required more demolition than proposed.									
202-B	Removal of Curb & Gutter, All Types	LF	3,425.00	3,425.00	-	-	$14.00	$0.00	$0.00
Reason: No Change									
202-B	Removal of Fence, All Types	LF	57.00	29.00	-	28.00	$10.00	$0.00	$280.00
Reason: Minor change									
202-B	Removal of Inlet and Junction Box, All Types & Sizes	EA	6.00	7.00	1.00	-	$900.00	$900.00	$0.00
Reason: Conflict with existing water line required more demolition than proposed.									
202-B	Removal of Storm Sewer Manhole	EA	3.00	3.00	-	-	$900.00	$0.00	$0.00
Reason: No Change									
202-B	Removal of Pipe, 8" And Above	LF	850.00	850.00	-	-	$8.00	$0.00	$0.00
Reason: No Change									

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202-B	Removal of Traffic Stripe	LF	140.00	-	-	140.00	$7.00	$0.00	$980.00
Reason: Minor change									
202-B	Removal of Traffic Stripe	SF	616.00	-	-	616.00	$7.00	$0.00	$4,312.00
Reason: Pavement markings were not present when project was constructed.									
203-A	Unclassified Excavation, LVM, AH	CY	390.00	390.00	-	-	$12.00	$0.00	$0.00
Reason: No Change									
203-EX	Borrow Excavation, AH, LVM, Class B9	CY	3,235.00	3,455.00	220.00	-	$34.00	$7,480.00	$0.00
Reason: Existing soils were not desirable under roadway and required more quantity.									
203-G	Excess Excavation, LVM, AH	CY	1,300.00	1,300.00	-	-	$12.00	$0.00	$0.00
Reason: No Change									
211-B	Topsoil for Slope Treatment, Contractor Furnished	CY	650.00	500.00	-	150.00	$45.00	$0.00	$6,750.00
Reason: Site conditions and construction methods caused a reduction in the required quantity.									
215-A	Vegetative Materials for Mulch	TON	1.00	1.00	-	-	$750.00	$0.00	$0.00
Reason: No Change									
216-A	Solid Sodding	SY	2,580.00	2,580.00	-	-	$13.00	$0.00	$0.00
Reason: No Change									
219-A	Watering	KGAL	52.00	52.00	-	-	$10.00	$0.00	$0.00
Reason: No Change									
221-A	Concrete Paved Ditch	CY	0.10	0.10	-	-	$3,500.00	$0.00	$0.00
Reason: No Change									

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ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
226-A	Temporary Grassing	ACRE	0.50	0.50	-	-	$3,500.00	$0.00	$0.00
Reason: No Change									
907-234-A	Temporary Silt Fence	LF	5,000.00	3,005.00	-	1,995.00	$1.00	$0.00	$1,995.00
Reason: Site conditions and construction methods caused a reduction in the required quantity.									
237-A	Wattles, 20"	LF	1,200.00	200.00	-	1,000.00	$1.00	$0.00	$1,000.00
Reason: Site conditions and construction methods caused a reduction in the required quantity.									
246-A	Sandbags	LF	225.00	120.00	-	105.00	$5.00	$0.00	$525.00
Reason: Site conditions and construction methods caused a reduction in the required quantity.									
907-258-PP	Concrete Steps, Per Plans	EA	1.00	2.00	1.00	-	$1,280.00	$1,280.00	$0.00
Reason: Slope required addition of steps in order to create positive drainage.									
907-258-N	Car Stop, Per Plans	EA	4.00	4.00	-	-	$175.00	$0.00	$0.00
Reason: No Change									
304-A	Granular Material, LVM, Class 9, Group C	CY	50.00	50.00	-	-	$50.00	$0.00	$0.00
Reason: No Change									
304-F	Size 610 Crushed Stone Base	TON	2,770.00	3,559.57	789.57	-	$90.00	$71,061.30	$0.00
Reason: Additional material needed due to unknown concrete pavement.									
403-A	9.5mm, ST, Asphalt Pavement	TON	600.00	390.91	-	209.09	$200.00	$0.00	$41,818.00
Reason: Miscalculation on planned quatity.									
403-A	19mm, ST, Asphalt Pavement	TON	1,400.00	1,160.41	-	239.59	$234.00	$0.00	$56,064.06
Reason: Miscalculation on planned quatity.									

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403-B	9.5mm, ST, Asphalt Pavement, Leveling	TON	35.00	36.70	1.70	-	$200.00	$340.00	$0.00
Reason: Minor change									
406-A	Cold Milling of Bituminous Pavement, All Depths	SY	1,115.00	1,085.60	-	29.40	$18.00	$0.00	$529.20
Reason: Minor change									
407-A	Asphalt for Tack Coat	GAL	540.00	540.00	-	-	$5.00	$0.00	$0.00
Reason: No Change									
501-A	6" Reinforced Cement Concrete Pavement, Broom Finish	SY	15.00	37.70	22.70	-	$169.00	$3,836.30	$0.00
Reason: Concrete parking lot required more demolition to create positive drainage.									
601-B	Class "B" Structural Concrete, Minor Structures	CY	148.00	145.00	-	3.00	$965.00	$0.00	$2,895.00
Reason: Inlet was not necessary and was eliminated.									
602-A	Reinforcing Steel	LBS	14,485.00	14,237.00	-	248.00	$5.50	$0.00	$1,364.00
Reason: Inlet was not necessary and was eliminated.									
603-CA	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	16.00	25.00	9.00	-	$100.00	$900.00	$0.00
Reason: Minor change									
603-CA	24" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	1,392.00	1,268.00	-	124.00	$130.00	$0.00	$16,120.00
Reason: Inlet was not necessary and pipe was eliminated.									
603-CA	30" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	48.00	48.00	-	-	$165.00	$0.00	$0.00
Reason: No Change									
603-CB	30" Reinforced Concrete Pipe End Section	EA	1.00	1.00	-	-	$2,300.00	$0.00	$0.00
Reason: No Change									

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ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
603-CE	29"x18" Reinforced Concrete Arch Pipe, Class IV, Flexible Plastic Gaskets	LF	1,120.00	1,121.00	1.00	-	$188.00	$188.00	$0.00
Reason: Minor change									
603-CB	29"x18" Reinforced Concrete Arch Pipe End Section	EA	2.00	-	-	2.00	$2,350.00	$0.00	$4,700.00
Reason: Pipe rerouted to drain inlets due to utility conflict eliminating need for items.									
603-PE	12" Corrugated Polyethylene Pipe, Dual Wall, (Incl. Bedding)	LF	160.00	187.00	27.00	-	$64.00	$1,728.00	$0.00
Reason: Conflict with existing gas line required additional pipe for drainage system.									
603-PE	18" Corrugated Polyethylene Pipe, Dual Wall, (Incl. Bedding)	LF	332.00	292.00	-	40.00	$73.00	$0.00	$2,920.00
Reason: Elimination of yard inlets did not require planned quantity of pipe.									
603-PP	36" Preformed Polyethylene Drainage Catch Basin, (Incl. Bedding)	EA	20.00	18.00	-	2.00	$7,320.00	$0.00	$14,640.00
Reason: Elimination of yard inlets did not require planned quantity.									
604-A	Castings	LBS	3,730.00	3,648.00	-	82.00	$12.00	$0.00	$984.00
Reason: Minor change									
604-B	Gratings	LBS	4,950.00	4,200.00	-	750.00	$11.00	$0.00	$8,250.00
Reason: Construction methods and field conditions did not require driveway gutter inlet and additional gratings required for positive drainage at Montague.									
607-B	60" Type I, Chain Link Fence, Class 1	LF	60.00	50.00	-	10.00	$50.00	$0.00	$500.00
Reason: Minor change									
608-A	Concrete Sidewalk, Without Reinforcement	SY	1,675.00	1,444.72	-	230.28	$100.00	$0.00	$23,028.00
Reason: Sidewalk eliminated due to conflict.									
907-608-C	Detectable Warning Panels	SF	175.00	164.00	-	11.00	$66.00	$0.00	$726.00
Reason: Sidewalk eliminated due to conflict.									

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ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
609-B	Concrete Curb, Header	LF	500.00	555.00	55.00	-	$61.00	$3,355.00	$0.00
Reason: Additional quantity required due to utility conflicts and condition of existing curb.									
609-C	Concrete Integral Curb, Type 1	LF	620.00	520.00	-	100.00	$39.00	$0.00	$3,900.00
Reason: Residences did not exist so driveways were eliminated.									
609-D	Combination Concrete Curb and Gutter Type 1 Modified	LF	2,790.00	2,730.00	-	60.00	$70.00	$0.00	$4,200.00
Reason: Quantity not installed due to conflict.									
614-A	Concrete Driveway, Without Reinforcement, 6-inch Thickness	SY	605.00	812.89	207.89	-	$115.00	$23,907.35	$0.00
Reason: Extra width required due to residence request.									
614-A	Concrete Driveway, Without Reinforcement, 8-inch Thickness	SY	316.00	404.00	88.00	-	$122.00	$10,736.00	$0.00
Reason: Extra width required due to business request.									
613-A	Adjustment of Castings, Gratings & Utility Appurtenances	EA	5.00	5.00	-	-	$500.00	$0.00	$0.00
Reason: No Change									
618-A	Maintenance of Traffic	LS	1.00	1.00	-	-	$125,000.00	$0.00	$0.00
Reason: No Change									
618-B	Additional Construction Signs	SF	10.00	-	-	10.00	$90.00	$0.00	$900.00
Reason: Minor change									
619-D	Remove and Reset Signs, All Sizes	EA	8.00	8.00	-	-	$55.00	$0.00	$0.00
Reason: No Change									
620-A	Mobilization	LS	1.00	1.00	-	-	$171,000.00	$0.00	$0.00
Reason: No Change									

OVERRUNS UNDERRUNS
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ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
626-G	Thermoplastic Detail Stripe, White, 6"	LF	46.00	44.00	-	2.00	$13.00	$0.00	$26.00
Reason: Minor change									
626-G	Thermoplastic Detail Stripe, Yellow, 6"	LF	592.00	592.00	-	-	$9.00	$0.00	$0.00
Reason: No Change									
626-H	Thermoplastic Legend, White (6" Equiv)	LF	2,346.00	1,986.00	-	360.00	$17.00	$0.00	$6,120.00
Reason: Roadway width reduced final quantity.									
626-H	Thermoplastic Legend, White	SF	134.00	37.52	-	96.48	$70.00	$0.00	$6,753.60
Reason: Roadway width reduced final quantity.									
630-A	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	SF	97.00	97.00	-	-	$14.00	$0.00	$0.00
Reason: No Change									
630-C	Steel U-Section Posts, 2.5 lb/ft	LF	315.00	315.00	-	-	$10.00	$0.00	$0.00
Reason: No Change									
699-A	Roadway Construction Stakes	LS	1.00	1.00	-	-	$24,500.00	$0.00	$0.00
Reason: No Change									
SS1	8" Ductile Iron Sewer Pipe (0'-6') (Open Cut)	LF	40.00	-	-	40.00	$165.00	$0.00	$6,600.00
Reason: Depth of sewer and proximity to utilities did not require item.									
SS2	8" SDR 26 PVC Sewer Pipe (0'-6') (Open Cut)	LF	994.00	828.00	-	166.00	$78.00	$0.00	$12,948.00
Reason: Actual depth differed from planned depth.									
SS3	8" SDR 26 PVC Sewer Pipe (6'- 8') (Open Cut)	LF	940.00	1,130.00	190.00	-	$107.00	$20,330.00	$0.00
Reason: Actual depth differed from planned depth.									

OVERRUNS UNDERRUNS
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ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
SS4	8" SDR 26 PVC Sewer Pipe (8'- 10') (Open Cut)	LF	480.00	468.00	-	12.00	$152.00	$0.00	$1,824.00
Reason: Actual depth differed from planned depth.									
SS5	Removal of Existing Sewer Line	LF	1,445.00	1,445.00	-	-	$28.00	$0.00	$0.00
Reason: No Change									
SS6	Abandonment of Existing Sewer Line (All Sizes)	LF	505.00	505.00	-	-	$9.00	$0.00	$0.00
Reason: No Change									
SS7	Tracer Wire System for Sewer	LS	1.00	1.00	-	-	$16,250.00	$0.00	$0.00
Reason: No Change									
SS8	48" Precast Concrete Sewer Manhole (0' - 6')	EA	5.00	5.00	-	-	$5,400.00	$0.00	$0.00
Reason: No Change									
SS9	48" Precast Concrete Sewer Manhole (6' - 8')	EA	3.00	3.00	-	-	$7,200.00	$0.00	$0.00
Reason: No Change									
SS10	48" Precast Concrete Sewer Manhole (8' - 10')	EA	1.00	1.00	-	-	$8,100.00	$0.00	$0.00
Reason: No Change									
SS11	Drop Manhole Assembly (All Depths)	EA	1.00	-	-	1.00	$2,150.00	$0.00	$2,150.00
Reason: Depth of sewer did not require item.									
SS12	Demolition and Removal of Existing Manholes (All Types)	EA	6.00	6.00	-	-	$925.00	$0.00	$0.00
Reason: No Change									
SS13	4" Sanitary Sewer Service Cleanout	EA	41.00	39.00	-	2.00	$812.00	$0.00	$1,624.00
Reason: Residences did not exist so quantity was reduced.									

OVERRUNS UNDERRUNS
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ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
SS14	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	560.00	225.00	-	335.00	$43.00	$0.00	$14,405.00
Reason: Residences did not exist so quantity was reduced.									
SS15	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	1,045.00	1,188.00	143.00	-	$49.00	$7,007.00	$0.00
Reason: Additional quantity required due to sewer service located at the rear of the residence.									
SS16	8"x8"x6" PVC Service Tee	EA	38.00	38.00	-	-	$258.00	$0.00	$0.00
Reason: No Change									
SS17	Existing Sewer Service Investigation	EA	3.00	3.00	-	-	$450.00	$0.00	$0.00
Reason: No Change									
W1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	1,360.00	1,352.00	-	8.00	$95.00	$0.00	$760.00
Reason: Minor change									
W2	8" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	480.00	480.00	-	-	$108.00	$0.00	$0.00
Reason: No Change									
W3	Tracer Wire System for Water	LS	1.00	1.00	-	-	$10,500.00	$0.00	$0.00
Reason: No Change									
W4	Cut and Cap Existing Water Lines	EA	3.00	6.00	3.00	-	$500.00	$1,500.00	$0.00
Reason: Unknown existing water lines required additional quantity.									
W5	Connection: Prop 6" to Exist 6" (Coupling & other fittings)	EA	2.00	2.00	-	-	$1,530.00	$0.00	$0.00
Reason: No Change									
W6	Connection: Prop 8" to Prop 6" (8"x8"x6" Tee & other fittings)	EA	2.00	2.00	-	-	$5,230.00	$0.00	$0.00
Reason: No Change									

OVERRUNS UNDERRUNS
PROJECT: 12220-007 West 7th St. Infrastructure Rehabilitation
CONTRACTOR: Grady Crawford Construction Co.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
W7	Connection: Prop 6" to Exist 8" (Hot Tap w/ Valve & other fittings)	EA	1.00	1.00	-	-	$8,750.00	$0.00	$0.00
Reason: No Change									
W8	Connection: Prop 8" to Exist 12" (Hot Tap w/ Valve & other fittings)	EA	1.00	2.00	1.00	-	$12,750.00	$12,750.00	$0.00
Reason: Additional quantity required due to unknown existing water line.									
W9	6" Gate Valve	EA	1.00	4.00	3.00	-	$1,950.00	$5,850.00	$0.00
Reason: Intersecting water lines required an increase in quantity.									
W10	8" Gate Valve	EA	1.00	1.00	-	-	$2,950.00	$0.00	$0.00
Reason: No Change									
W11	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag,	EA	1.00	1.00	-	-	$8,150.00	$0.00	$0.00
Reason: No Change									
W12	Removal of Existing Fire Hydrant	EA	1.00	1.00	-	-	$750.00	$0.00	$0.00
Reason: No Change									
W13	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle,	EA	26.00	25.00	-	1.00	$670.00	$0.00	$670.00
Reason: Residence did not exist so quantity was reduced.									
W14	Commercial Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle,	EA	1.00	3.00	2.00	-	$2,340.00	$4,680.00	$0.00
Reason: Actual services were larger than noted in plans.									
W15	Residential Service Tubing (Open Cut) (All Sizes)	LF	660.00	782.00	122.00	-	$20.00	$2,440.00	$0.00
Reason: Water services were longer than shown in plans.									

OVERRUNS UNDERRUNS
PROJECT: 12220-007 West 7th St. Infrastructure Rehabilitation
CONTRACTOR: Grady Crawford Construction Co.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
W16	Commercial Service Tubing (Open Cut) (All Sizes)	LF	40.00	60.00	20.00	-	$28.00	$560.00	$0.00
Reason: Minor change									
W17	Remove and Reset Water Meter	EA	25.00	25.00	-	-	$165.00	$0.00	$0.00
Reason: No Change									
SUPPLEMENTAL AGREEMENT NO. 1									
SA-1	Relocation of Water Line	EA	-	5.00	5.00	-	$2,665.00	$13,325.00	$0.00
SA-2	Relocation of Fire Hydrant	EA	-	1.00	1.00	-	$3,250.00	$3,250.00	$0.00
SA-3	Modification of Storm Drain System	EA	-	3.00	3.00	-	$2,010.00	$6,030.00	$0.00
SA-4	Repair of Leaking and Unmarked Water Lines	EA	-	11.00	11.00	-	$1,755.00	$19,305.00	$0.00
SA-5	Water Main Investigation and Excavation	EA	-	5.00	5.00	-	$1,742.00	$8,710.00	$0.00
SA-6	Relief of Sewer Line Blockage	LS	-	1.00	1.00	-	$3,502.00	$3,502.00	$0.00
								$183,842.31	$253,260.86

PROJECT INCREASE/DECREASE	$	(69,418.55)
Original Contract Amount	$	3,780,525.50
Overrun/Underrun	$	(69,418.55)
Supplemental Agreement No. 1		$54,122.00
Final Contract Amount	**$**	**3,765,228.95**

Memorandum

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

From: **Marybeth Bergin, Director of Transportation and Engineering**

cc:

Date: **Tuesday, July 7, 2026**

Re: **Approve Supplemental Agreement No. 1 with Grady Crawford Construction Co. for the East 2nd Street Area Infrastructure Improvements Project to adjust quantities to actuals and reduce the contract amount by $169,227.18 for a final contract amount of $2,155,555.82 and authorize the Mayor to execute in multiples; authorize the final acceptance, publication and closeout of the project; and authorize payments of the final pay applications.**
File Number: 2026-535
Minute Book #

Summary
Approve Supplemental Agreement No. 1 with Grady Crawford Construction Co. for the East 2nd Street Area Infrastructure Improvements Project to adjust quantities to actuals and reduce the contract amount by $169,227.18 for a final contract amount of $2,155,555.82 and authorize the Mayor to execute in multiples; Authorize the final acceptance, Publication and closeout of the project; Authorize payments of the final pay applications.

Recommendation Statement
I recommend approval of this item.

Please place this on the July 7, 2026 City Council meeting for consideration.

sdw

Engineering Progress

June 23, 2026

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

Attn: Marybeth Bergin, P.E.

Re: **COMSWIP Sewer Improvements – Phase IX**
East 2nd Street Area
City of Hattiesburg

Dear Marybeth:

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

Enclosed are the following documents:

1. The Final Pay Estimate No. 2 for the contractor in the amount of $306,819.05
2. Pay Estimate No. 3 (Retainage) for the contractor in the amount of $107,777.79
3. Contractor's Affidavit of Release of Liens
4. Contractor's Affidavit of Payments of Debts and Claims
5. Contractor's Certificate of Substantial Completion
6. Consent of Surety to Final Payment
7. Labor and Material Warranty Letter
8. Supplemental Agreement No. 1 with Overrun/Underrun signed by the contractor. Please have the mayor sign and return a copy to our office for further processing.

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

Sincerely,

Shea E. McNease, P.E.
Project Engineer

/sm

enclosures

SECTION 00660

PERIODIC ESTIMATE FOR PAYMENT

PERIODIC ESTIMATE FOR PAYMENT NO: 002 FINAL - REV 1 PERIOD: 03/01/25 through 10/15/25 SHEET: 1 of 4

OWNER: City Of Hattiesburg
ENGINEER: SDW Engineering Progress
CONTRACTOR: Grady Crawford Construction Co., Inc. Of Baton Rouge
PROJECT NO.:

PROJECT: EAST 2ND STREET AREA INFRASTRUCTURE IMPROVEMENTS
CONTRACT: 23031-12282
PERCENT COMPLETE: 0%
ORIGINAL CONTRACT TIME: 180 Days **TIME REMAINING:** 0 Days
CONTRACT COMPLETION DATE:

In accordance with this Contract and the attached Estimate for Payment, the Contractor is entitled to payment in the amount stipulated below. The present status of the account for this Contract is as follows:

Change Order	Additions	Deductions
Suppplemental Agreement No. 1	$102,422.63	-$271,649.82

Net Change: ($169,227.18)

Original Contract Sum:	$	2,324,783.00
Change Orders (Net Change):		($169,227.18)
Contract Sum to Date:	$	2,155,555.82
Material Stored:	$	-
Work Completed to Date:		$2,155,555.82
Total Completed to Date:	$	2,155,555.82
5% Retainage:	$	107,777.79
Total Earned Less Retainage:	$	2,047,778.02
Less Previous Estimates:		$1,740,958.97
Total Due This Estimate:	$	306,819.05

CERTIFICATION OF CONTRACTOR: According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Periodic Estimate for Partial Payment are correct; that all work has been performed and/or material supplied in full accordance with the requirements of the referenced contract, and/or duly authorized deviations, up to and including the last day of the period covered by this Periodic Estimate; and that no part of the "Balance Due This Payment" has been received.

Contractor: Grady Crawford Construction Co., Inc. Of Baton Rouge **By:** _____ **Date:** _____

CERTIFICATION OF ENGINEER: I certify that I have checked and verified the above and foregoing Periodic Estimate for Partial Payment; that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material supplied by the Contractor; that all work and/or material included in the Periodic Estimate has been inspected by me and/or my duly authorized representative or assistants, and that it has been performed and/or supplied in full accordance with the requirements of the referenced contract; and that partial payment claimed and requested by the Contractor is correctly computed on the basis of work performed and/or material supplied to date.

Engineer: SDW Engineering Progress **By:** _____ **Date:** 6/18/25

CERTIFICATION OF OWNER: I do hereby accept the foregoing Periodic Estimate for Payment and do recommend and approve the partial payment claimed and requested by the Contractor.

Owner: City Of Hattiesburg **By:** _____ **Date:** _____

PERIODIC ESTIMATE FOR PAYMENT NO.: 002 FINAL REV 1 **PERIOD: 1-Mar-25 through 15-Oct-25**

ITEM NO.	DESCRIPTION OF ITEM	SUMMARY ORIGINAL CONTRACT				WORK COMPLETED PREVIOUS PERIODS		ESTIMATE OF WORK COMPLETED THIS PERIOD		ESTIMATE OF WORK COMPLETED TO DATE	
		UNIT PRICE	QUANTITY	UNIT	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION
	SEWER PIPE ITEMS										
1	4" PVC Sewer Force Main (All Depths)	$33.50	445	LF	$ 14,907.50	420.00	$ 14,070.00	95.00	$ 3,182.50	515.00	$ 17,252.50
2	8" SOR 26 PVC Sewer Pipe (0'- 6')	$67.00	428	LF	$ 28,676.00	266.00	$ 17,822.00	160.00	$ 10,720.00	426.00	$ 28,542.00
3	8" SOR 26 PVC Sewer Pipe (6'- 8')	$73.00	112	LF	$ 8,176.00	91.00	$ 6,643.00		$ -	91.00	$ 6,643.00
4	8" SOR 26 PVC Sewer Pipe (8'-10')	$79.50	10	LF	$ 795.00		$ -	63.00	$ 5,008.50	63.00	$ 5,008.50
5	10" SOR 26 PVC Sewer Pipe (0'- 6')	$78.00	225	LF	$ 17,550.00	107.00	$ 8,346.00	30.00	$ 2,340.00	137.00	$ 10,686.00
6	10" SOR 26 PVC Sewer Pipe (6'- 8')	$83.00	88	LF	$ 7,304.00	142.00	$ 11,786.00		$ -	142.00	$ 11,786.00
7	10" SOR 26 PVC Sewer Pipe (8'-10')	$90.00	92	LF	$ 8,280.00	95.00	$ 8,550.00		$ -	95.00	$ 8,550.00
8	10" SOR 26 PVC Sewer Pipe (10'- 12')	$98.00	90	LF	$ 8,820.00	110.00	$ 10,780.00		$ -	110.00	$ 10,780.00
9	10" SOR 26 PVC Sewer Pipe (12'- 14')	$110.00	74	LF	$ 8,140.00	90.00	$ 9,900.00		$ -	90.00	$ 9,900.00
10	12" SOR 26 PVC Sewer Pipe (O'- 6')	$91.00	656	LF	$ 59,696.00	625.00	$ 56,875.00	10.00	$ 910.00	635.00	$ 57,785.00
11	12" SOR 26 PVC Sewer Pipe (6'- 8')	$96.00	141	LF	$ 13,536.00	95.00	$ 9,120.00		$ -	95.00	$ 9,120.00
12	12" SOR 26 PVC Sewer Pipe (8' - 10')	$103.00	34	LF	$ 3,502.00	22.00	$ 2,266.00		$ -	22.00	$ 2,266.00
13	12" SOR 26 PVC Sewer Pipe (10'- 12')	$111.00	70	LF	$ 7,770.00	91.00	$ 10,101.00		$ -	91.00	$ 10,101.00
14	12" SOR 26 PVC Sewer Pipe (12'- 14')	$123.00	164	LF	$ 20,172.00	120.00	$ 14,760.00		$ -	120.00	$ 14,760.00
15	12" SOR 26 PVC Sewer Pipe (14'- 16')	$163.00	283	LF	$ 46,129.00	190.00	$ 30,970.00		$ -	190.00	$ 30,970.00
16	12" SOR 26 PVC Sewer Pipe (16'- 18')	$284.00	82	LF	$ 23,288.00	200.50	$ 56,942.00		$ -	200.50	$ 56,942.00
17	12" SOR 26 PVC Sewer Pipe (18'- 20')	$732.00	134	LF	$ 98,088.00	50.00	$ 36,600.00		$ -	50.00	$ 36,600.00
18	8" Ductile Iron Sewer Pipe (O'- 6')	$185.00	40	LF	$ 7,400.00	57.00	$ 10,545.00		$ -	57.00	$ 10,545.00
19	Removal of Existing Sewer Line	$16.00	1661	LF	$ 26,576.00	1661.00	$ 26,576.00		$ -	1,661.00	$ 26,576.00
20	Abandonment of Existing Sewer Line (All Sizes)	$4.00	940	LF	$ 3,760.00	940.00	$ 3,760.00		$ -	940.00	$ 3,760.00
21	Tracer Wire System for Sewer	$17,250.00	1	LS	$ 17,250.00	1.00	$ 17,250.00		$ -	1.00	$ 17,250.00
	SEWER MANHOLE ITEMS										
22	48" Precast Concrete Sewer Manhole (0' - 6')	$4,810.00	10	EA	$ 48,100.00	10.00	$ 48,100.00		$ -	10.00	$ 48,100.00
23	48" Precast Concrete Sewer Manhole (6' - 8')	$5,250.00	4	EA	$ 21,000.00	5.00	$ 26,250.00		$ -	5.00	$ 26,250.00
24	48" Precast Concrete Sewer Manhole (8' - 10')	$5,923.00	1	EA	$ 5,923.00		$ -		$ -	0.00	$ -
25	48" Precast Concrete Sewer Manhole (10' - 12')	$7,530.00	1	EA	$ 7,530.00	2.00	$ 15,060.00		$ -	2.00	$ 15,060.00
26	48" Precast Concrete Sewer Manhole (14' - 16')	$11,475.00	1	EA	$ 11,475.00	1.00	$ 11,475.00		$ -	1.00	$ 11,475.00
27	48" Precast Concrete Sewer Manhole (18' - 20')	$13,650.00	1	EA	$ 13,650.00	1.00	$ 13,650.00		$ -	1.00	$ 13,650.00
28	Demolition and Removal of Existing Manholes (All Types)	$500.00	16	EA	$ 8,000.00	16.00	$ 8,000.00		$ -	16.00	$ 8,000.00
29	Abandonment of Existing Manhole	$425.00	1	EA	$ 425.00	1.00	$ 425.00		$ -	1.00	$ 425.00
30	Drop Manhole Assembly (All Depths)	$3,632.00	3	EA	$ 10,896.00	3.00	$ 10,896.00		$ -	3.00	$ 10,896.00
31	Duplex Pump Station (Incl, Pumps, Wetwell, Piping, Valves, Valve Pit, Controls, Elec. Service, Water Service, Etc.)	$210,000.00	1	EA	$ 210,000.00	0.80	$ 168,000.00	0.20	$ 42,000.00	1.00	$ 210,000.00
	SEWER SERVICE ITEMS										

PERIODIC ESTIMATE FOR PAYMENT NO.: 002 FINAL REV 1 **PERIOD: 1-Mar-25 through 15-Oct-25**

ITEM NO.	DESCRIPTION OF ITEM	SUMMARY ORIGINAL CONTRACT				WORK COMPLETED PREVIOUS PERIODS		ESTIMATE OF WORK COMPLETED THIS PERIOD		ESTIMATE OF WORK COMPLETED TO DATE	
		UNIT PRICE	QUANTITY	UNIT	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION
32	4" Sanitary Sewer Service Cleanout	$654.00	51	EA	$ 33,354.00	40.00	$ 26,160.00		$ -	40.00	$ 26,160.00
33	4" SOR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings)	$34.00	520	LF	$ 17,680.00	84.00	$ 2,856.00	136.00	$ 4,624.00	220.00	$ 7,480.00
34	6" SOR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings)	$40.00	1425	LF	$ 57,000.00	997.00	$ 39,880.00	127.00	$ 5,080.00	1,124.00	$ 44,960.00
35	8"x8"x6" PVC Service Tee	$253.00	8	EA	$ 2,024.00	6.00	$ 1,518.00	1.00	$ 253.00	7.00	$ 1,771.00
36	IO"xIO"x6" PVC Service Tee	$548.00	7	EA	$ 3,836.00	9.00	$ 4,932.00		$ -	9.00	$ 4,932.00
37	12"xl2"x6" PVC Service Tee	$646.00	36	EA	$ 23,256.00	27.00	$ 17,442.00	1.00	$ 646.00	28.00	$ 18,088.00
38	Sewer Service Investigation	$98.00	43	EA	$ 4,214.00	25.00	$ 2,450.00	33.00	$ 3,234.00	58.00	$ 5,684.00
	CURED-IN-PLACE SEWER ITEMS										
39	8" Main Line - Cleaning & CCTV	$7.50	20	LF	$ 150.00		$ -		$ -	0.00	$ -
40	12" Main Line - Cleaning & CCTV	$11.00	1048	LF	$ 11,528.00	1138.00	$ 12,518.00		$ -	1,138.00	$ 12,518.00
41	8" Main Line - Cured-In-Place Pipe	$68.00	20	LF	$ 1,360.00		$ -		$ -	0.00	$ -
42	12" Main Line - Cured-In-Place Pipe	$89.00	1048	LF	$ 93,272.00	1138.00	$ 101,282.00		$ -	1,138.00	$ 101,282.00
43	Manhole - Cleaning & Inspection	$155.00	1	EA	$ 155.00		$ -	1.00	$ 155.00	1.00	$ 155.00
44	Manhole - Lining	$527.00	8	VERT FT	$ 4,216.00		$ -	8.00	$ 4,216.00	8.00	$ 4,216.00
	MISCELLANEOUS CONSTRUCTION ITEMS										
45	Crushed Aggregate (Size 610) for Trench Repair	$82.00	5560	TON	$ 455,920.00	2333.49	$ 191,346.18	1217.16	$ 99,807.12	3,550.65	$ 291,153.30
46	Crushed Aggregate (Size 610) for Pump Station Yard	$82.00	45	TON	$ 3,690.00		$ -	45.00	$ 3,690.00	45.00	$ 3,690.00
47	Select Fill Material (Class 9, Group C), LVM for Trench Repair	$16.00	3540	CY	$ 56,640.00	3244.00	$ 51,904.00		$ -	3,244.00	$ 51,904.00
48	Concrete Driveway Pavement Repair (All Depths)	$115.00	245	SY	$ 28,175.00	99.80	$ 11,477.00	53.34	$ 6,134.10	153.14	$ 17,611.10
49	Concrete Roadway Pavement Repair (All Depths)	$136.00	2310	SY	$ 314,160.00	624.65	$ 84,952.40	19.05	$ 2,590.80	643.70	$ 87,543.20
50	9.5mm Hot Mix Asphalt	$346.00	185	TON	$ 64,010.00	672.79	$ 232,785.34	6.83	$ 2,363.18	679.62	$ 235,148.52
51	19mm Hot Mix Asphalt	$447.00	110	TON	$ 49,170.00	212.77	$ 95,108.19		$ -	212.77	$ 95,108.19
52	Cold Millings of Bituminous Pavements (All Depths) (For Tie-Ins)	$26.00	1270	SY	$ 33,020.00	128.33	$ 3,336.58		$ -	128.33	$ 3,336.58
53	Concrete Sidewalk Repair (All Depths)	$106.50	105	SY	$ 11,182.50	153.03	$ 16,297.70		$ -	153.03	$ 16,297.70
54	Remove & Replace Concrete Curb & Gutter (Match Existing Type)	$35.00	365	LF	$ 12,775.00	759.00	$ 26,565.00		$ -	759.00	$ 26,565.00
55	Class "B" Concrete, Minor Structures	$2,165.00	3	CY	$ 6,495.00	6.00	$ 12,990.00	-3.00	$ (6,495.00)	3.00	$ 6,495.00
56	12" Corrugated HOPE Pipe (Dual Wall)	$61.00	10	LF	$ 610.00		$ -	8.00	$ 488.00	8.00	$ 488.00
57	15" Reinforced Concrete Pipe (Class 111) (Rubber Gaskets)	$84.00	20	LF	$ 1,680.00		$ -	33.00	$ 2,772.00	33.00	$ 2,772.00
58	18" Reinforced Concrete Pipe (Class 111) (Rubber Gaskets)	$84.00	16	LF	$ 1,344.00		$ -		$ -	0.00	$ -
59	22"xl3" Reinforced Concrete Arch Pipe (Class 111) (Plastic Gaskets)	$125.00	32	LF	$ 4,000.00		$ -		$ -	0.00	$ -
60	Removal of Existing Pipe Cross Drains (All Sizes and Depths)	$16.00	78	LF	$ 1,248.00		$ -	32.00	$ 512.00	32.00	$ 512.00
61	Remove and Replace Existing Wood Fence	$35.00	30	LF	$ 1,050.00		$ -		$ -	0.00	$ -
62	Remove and Replace Existing Chain Link Fence	$35.00	60	LF	$ 2,100.00		$ -		$ -	0.00	$ -

PERIODIC ESTIMATE FOR PAYMENT NO.: 002 FINAL REV 1 **PERIOD: 1-Mar-25 through 15-Oct-25**

ITEM NO.	DESCRIPTION OF ITEM	SUMMARY ORIGINAL CONTRACT				WORK COMPLETED PREVIOUS PERIODS		ESTIMATE OF WORK COMPLETED THIS PERIOD		ESTIMATE OF WORK COMPLETED TO DATE	
		UNIT PRICE	QUANTITY	UNIT	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION
63	Class II Chain Link Fence, Vinyl Coated w/ Barbed Wire (Pump Station)	$74.00	90	LF	$ 6,660.00		$ -	90.00	$ 6,660.00	90.00	$ 6,660.00
64	Class II Chain Link Fence Gate, Double Leaf, Vinyl Coated w/ Barbed Wire (Pump Station)	$1,280.00	1	EA	$ 1,280.00		$ -	1.00	$ 1,280.00	1.00	$ 1,280.00
65	6" Yellow Thermoplastic Detail Traffic Stripe	$8.00	860	LF	$ 6,880.00		$ -	433.00	$ 3,464.00	433.00	$ 3,464.00
66	6" White Thermoplastic Detail Traffic Stripe	$11.50	20	LF	$ 230.00		$ -	25.00	$ 287.50	25.00	$ 287.50
67	Legend White Thermoplastic Traffic Marking (6" Equivalent)	$15.50	348	LF	$ 5,394.00		$ -	375.00	$ 5,812.50	375.00	$ 5,812.50
68	Legend White Thermoplastic Traffic Marking	$64.00	10	LF	$ 640.00		$ -	43.90	$ 2,809.60	43.90	$ 2,809.60
69	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, etc.)	$15.00	420	SY	$ 6,300.00		$ -	400.00	$ 6,000.00	400.00	$ 6,000.00
70	Landscape Restoration (Inc. Top Soil, Plants, Mulch, Watering, etc.)	$20.00	700	SY	$ 14,000.00	700.00	$ 14,000.00		$ -	700.00	$ 14,000.00
71	Clearing and Grubbing	$15,870.00	1	ACRE	$ 15,870.00	1.00	$ 15,870.00		$ -	1.00	$ 15,870.00
72	Temporary Erosion Control	$3,900.00	1	LS	$ 3,900.00	1.00	$ 3,900.00		$ -	1.00	$ 3,900.00
73	Maintenance of Traffic	$70,000.00	1	LS	$ 70,000.00	1.00	$ 70,000.00		$ -	1.00	$ 70,000.00
74	Mobilization	$127,500.00	1	LS	$ 127,500.00	1.00	$ 127,500.00		$ -	1.00	$ 127,500.00
	SUPPLEMENTAL AGREEMENT NO. 1										
75	Location and determination of existing sewer line	$1,259.38	4	EA	$ 5,037.52		$ -	4.00	$ 5,037.52	4.00	$ 5,037.52
76	Repair of leaking and unmarked water lines	$1,534.42	11	EA	$ 16,878.62		$ -	11.00	$ 16,878.62	11.00	$ 16,878.62
77	Well Point System	$6,248.49	1	LS	$ 6,248.49		$ -	1.00	$ 6,248.49	1.00	$ 6,248.49
78	6-Inch PVC Water Main	$53.00	974	LF	$ 51,622.00		$ -	974.00	$ 51,622.00	974.00	$ 51,622.00
79	6-Inch Gate Valve	$1,940.00	9	EA	$ 17,460.00		$ -	9.00	$ 17,460.00	9.00	$ 17,460.00
80	Connection: Ex. 6-Inch to Prop. 6_Inch	$2,588.00	2	EA	$ 5,176.00		$ -	2.00	$ 5,176.00	2.00	$ 5,176.00
	PROJECT INCREASE / DECREASE	-$271,649.82	1	LS	$ (271,649.82)						
		TOTAL			**$ 2,155,555.82**		**$1,832,588.39**		**$322,967.43**		**$2,155,555.82**

SECTION 00660

PERIODIC ESTIMATE FOR PAYMENT

PERIODIC ESTIMATE FOR PAYMENT NO: 003 **PERIOD:** 06/04/26 through 06/04/26 **SHEET:** 1 of 4

OWNER: City Of Hattiesburg
ENGINEER: SDW Engineering Progress
CONTRACTOR: Grady Crawford Construction Co., Inc. Of Baton Rouge
PROJECT NO.:

PROJECT: EAST 2ND STREET AREA INFRASTRUCTURE IMPROVEMENTS
CONTRACT: 23031R
PERCENT COMPLETE: 0%
ORIGINAL CONTRACT TIME: 180 Days **TIME REMAINING:** 0 Days
CONTRACT COMPLETION DATE:

In accordance with this Contract and the attached Estimate for Payment, the Contractor is entitled to payment in the amount stipulated below. The present status of the account for this Contract is as follows:

Change Order	Additions	Deductions
Suppplemental Agreement No. 1	$102,422.63	-$271,649.82

Net Change: ($169,227.18)

Original Contract Sum:	$	2,324,783.00
Change Orders (Net Change):		($169,227.18)
Contract Sum to Date:	$	2,155,555.82
Material Stored:	$	-
Work Completed to Date:		$2,155,555.82
Total Completed to Date:	$	2,155,555.82
5% Retainage:	$	-
Total Earned Less Retainage:	$	2,155,555.82
Less Previous Estimates:		$2,047,778.03
Total Due This Estimate:	$	107,777.79

CERTIFICATION OF CONTRACTOR: According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Periodic Estimate for Partial Payment are correct; that all work has been performed and/or material supplied in full accordance with the requirements of the referenced contract, and/or duly authorized deviations, up to and including the last day of the period covered by this Periodic Estimate; and that no part of the "Balance Due This Payment" has been received.

Contractor: Grady Crawford Construction Co., Inc. Of Baton Rouge **By:** _____ **Date:** _____

CERTIFICATION OF ENGINEER: I certify that I have checked and verified the above and foregoing Periodic Estimate for Partial Payment; that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material supplied by the Contractor; that all work and/or material included in the Periodic Estimate has been inspected by me and/or my duly authorized representative or assistants, and that it has been performed and/or supplied in full accordance with the requirements of the referenced contract; and that partial payment claimed and requested by the Contractor is correctly computed on the basis of work performed and/or material supplied to date.

Engineer: SDW Engineering Progress **By:** _____ **Date:** 6/18/26

CERTIFICATION OF OWNER: I do hereby accept the foregoing Periodic Estimate for Payment and do recommend and approve the partial payment claimed and requested by the Contractor.

Owner: City Of Hattiesburg **By:** _____ **Date:** _____

PERIODIC ESTIMATE FOR PAYMENT NO.: 003 **PERIOD:** 4-Jun-26 **through** 4-Jun-26

ITEM NO.	DESCRIPTION OF ITEM	SUMMARY ORIGINAL CONTRACT				WORK COMPLETED PREVIOUS PERIODS		ESTIMATE OF WORK COMPLETED THIS PERIOD		ESTIMATE OF WORK COMPLETED TO DATE	
		UNIT PRICE	QUANTITY	UNIT	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION
	SEWER PIPE ITEMS										
1	4" PVC Sewer Force Main (All Depths)	$33.50	445	LF	$ 14,907.50	515.00	$ 17,252.50		$ -	515.00	$ 17,252.50
2	8" SOR 26 PVC Sewer Pipe (0'- 6')	$67.00	428	LF	$ 28,676.00	426.00	$ 28,542.00		$ -	426.00	$ 28,542.00
3	8" SOR 26 PVC Sewer Pipe (6'- 8')	$73.00	112	LF	$ 8,176.00	91.00	$ 6,643.00		$ -	91.00	$ 6,643.00
4	8" SOR 26 PVC Sewer Pipe (8'-10')	$79.50	10	LF	$ 795.00	63.00	$ 5,008.50		$ -	63.00	$ 5,008.50
5	10" SOR 26 PVC Sewer Pipe (0'- 6')	$78.00	225	LF	$ 17,550.00	137.00	$ 10,686.00		$ -	137.00	$ 10,686.00
6	10" SOR 26 PVC Sewer Pipe (6'- 8')	$83.00	88	LF	$ 7,304.00	142.00	$ 11,786.00		$ -	142.00	$ 11,786.00
7	10" SOR 26 PVC Sewer Pipe (8'-10')	$90.00	92	LF	$ 8,280.00	95.00	$ 8,550.00		$ -	95.00	$ 8,550.00
8	10" SOR 26 PVC Sewer Pipe (10'- 12')	$98.00	90	LF	$ 8,820.00	110.00	$ 10,780.00		$ -	110.00	$ 10,780.00
9	10" SOR 26 PVC Sewer Pipe (12'- 14')	$110.00	74	LF	$ 8,140.00	90.00	$ 9,900.00		$ -	90.00	$ 9,900.00
10	12" SOR 26 PVC Sewer Pipe (O'- 6')	$91.00	656	LF	$ 59,696.00	635.00	$ 57,785.00		$ -	635.00	$ 57,785.00
11	12" SOR 26 PVC Sewer Pipe (6'- 8')	$96.00	141	LF	$ 13,536.00	95.00	$ 9,120.00		$ -	95.00	$ 9,120.00
12	12" SOR 26 PVC Sewer Pipe (8' - 10')	$103.00	34	LF	$ 3,502.00	22.00	$ 2,266.00		$ -	22.00	$ 2,266.00
13	12" SOR 26 PVC Sewer Pipe (10'- 12')	$111.00	70	LF	$ 7,770.00	91.00	$ 10,101.00		$ -	91.00	$ 10,101.00
14	12" SOR 26 PVC Sewer Pipe (12'- 14')	$123.00	164	LF	$ 20,172.00	120.00	$ 14,760.00		$ -	120.00	$ 14,760.00
15	12" SOR 26 PVC Sewer Pipe (14'- 16')	$163.00	283	LF	$ 46,129.00	190.00	$ 30,970.00		$ -	190.00	$ 30,970.00
16	12" SOR 26 PVC Sewer Pipe (16'- 18')	$284.00	82	LF	$ 23,288.00	200.50	$ 56,942.00		$ -	200.50	$ 56,942.00
17	12" SOR 26 PVC Sewer Pipe (18'- 20')	$732.00	134	LF	$ 98,088.00	50.00	$ 36,600.00		$ -	50.00	$ 36,600.00
18	8" Ductile Iron Sewer Pipe (O'- 6')	$185.00	40	LF	$ 7,400.00	57.00	$ 10,545.00		$ -	57.00	$ 10,545.00
19	Removal of Existing Sewer Line	$16.00	1661	LF	$ 26,576.00	1661.00	$ 26,576.00		$ -	1,661.00	$ 26,576.00
20	Abandonment of Existing Sewer Line (All Sizes)	$4.00	940	LF	$ 3,760.00	940.00	$ 3,760.00		$ -	940.00	$ 3,760.00
21	Tracer Wire System for Sewer	$17,250.00	1	LS	$ 17,250.00	1.00	$ 17,250.00		$ -	1.00	$ 17,250.00
	SEWER MANHOLE ITEMS										
22	48" Precast Concrete Sewer Manhole (0' - 6')	$4,810.00	10	EA	$ 48,100.00	10.00	$ 48,100.00		$ -	10.00	$ 48,100.00
23	48" Precast Concrete Sewer Manhole (6' - 8')	$5,250.00	4	EA	$ 21,000.00	5.00	$ 26,250.00		$ -	5.00	$ 26,250.00
24	48" Precast Concrete Sewer Manhole (8' - 10')	$5,923.00	1	EA	$ 5,923.00		$ -		$ -	0.00	$ -
25	48" Precast Concrete Sewer Manhole (10' - 12')	$7,530.00	1	EA	$ 7,530.00	2.00	$ 15,060.00		$ -	2.00	$ 15,060.00
26	48" Precast Concrete Sewer Manhole (14' - 16')	$11,475.00	1	EA	$ 11,475.00	1.00	$ 11,475.00		$ -	1.00	$ 11,475.00
27	48" Precast Concrete Sewer Manhole (18' - 20')	$13,650.00	1	EA	$ 13,650.00	1.00	$ 13,650.00		$ -	1.00	$ 13,650.00
28	Demolition and Removal of Existing Manholes (All Types)	$500.00	16	EA	$ 8,000.00	16.00	$ 8,000.00		$ -	16.00	$ 8,000.00
29	Abandonment of Existing Manhole	$425.00	1	EA	$ 425.00	1.00	$ 425.00		$ -	1.00	$ 425.00
30	Drop Manhole Assembly (All Depths)	$3,632.00	3	EA	$ 10,896.00	3.00	$ 10,896.00		$ -	3.00	$ 10,896.00
31	Duplex Pump Station (Incl, Pumps, Wetwell, Piping, Valves, Valve Pit, Controls, Elec. Service, Water Service, Etc.)	$210,000.00	1	EA	$ 210,000.00	1.00	$ 210,000.00		$ -	1.00	$ 210,000.00
	SEWER SERVICE ITEMS										

PERIODIC ESTIMATE FOR PAYMENT NO.: 003 **PERIOD:** 4-Jun-26 **through** 4-Jun-26

ITEM NO.	DESCRIPTION OF ITEM	SUMMARY ORIGINAL CONTRACT				WORK COMPLETED PREVIOUS PERIODS		ESTIMATE OF WORK COMPLETED THIS PERIOD		ESTIMATE OF WORK COMPLETED TO DATE	
		UNIT PRICE	QUANTITY	UNIT	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION
32	4" Sanitary Sewer Service Cleanout	$654.00	51	EA	$ 33,354.00	40.00	$ 26,160.00		$ -	40.00	$ 26,160.00
33	4" SOR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings)	$34.00	520	LF	$ 17,680.00	220.00	$ 7,480.00		$ -	220.00	$ 7,480.00
34	6" SOR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings)	$40.00	1425	LF	$ 57,000.00	1124.00	$ 44,960.00		$ -	1,124.00	$ 44,960.00
35	8"x8"x6" PVC Service Tee	$253.00	8	EA	$ 2,024.00	7.00	$ 1,771.00		$ -	7.00	$ 1,771.00
36	IO"xIO"x6" PVC Service Tee	$548.00	7	EA	$ 3,836.00	9.00	$ 4,932.00		$ -	9.00	$ 4,932.00
37	12"xI2"x6" PVC Service Tee	$646.00	36	EA	$ 23,256.00	28.00	$ 18,088.00		$ -	28.00	$ 18,088.00
38	Sewer Service Investigation	$98.00	43	EA	$ 4,214.00	58.00	$ 5,684.00		$ -	58.00	$ 5,684.00
	CURED-IN-PLACE SEWER ITEMS										
39	8" Main Line - Cleaning & CCTV	$7.50	20	LF	$ 150.00		$ -		$ -	0.00	$ -
40	12" Main Line - Cleaning & CCTV	$11.00	1048	LF	$ 11,528.00	1138.00	$ 12,518.00		$ -	1,138.00	$ 12,518.00
41	8" Main Line - Cured-In-Place Pipe	$68.00	20	LF	$ 1,360.00		$ -		$ -	0.00	$ -
42	12" Main Line - Cured-In-Place Pipe	$89.00	1048	LF	$ 93,272.00	1138.00	$ 101,282.00		$ -	1,138.00	$ 101,282.00
43	Manhole - Cleaning & Inspection	$155.00	1	EA	$ 155.00	1.00	$ 155.00		$ -	1.00	$ 155.00
44	Manhole - Lining	$527.00	8	VERT FT	$ 4,216.00	8.00	$ 4,216.00		$ -	8.00	$ 4,216.00
	MISCELLANEOUS CONSTRUCTION ITEMS										
45	Crushed Aggregate (Size 610) for Trench Repair	$82.00	5560	TON	$ 455,920.00	3550.65	$ 291,153.30		$ -	3,550.65	$ 291,153.30
46	Crushed Aggregate (Size 610) for Pump Station Yard	$82.00	45	TON	$ 3,690.00	45.00	$ 3,690.00		$ -	45.00	$ 3,690.00
47	Select Fill Material (Class 9, Group C), LVM for Trench Repair	$16.00	3540	CY	$ 56,640.00	3244.00	$ 51,904.00		$ -	3,244.00	$ 51,904.00
48	Concrete Driveway Pavement Repair (All Depths)	$115.00	245	SY	$ 28,175.00	153.14	$ 17,611.10		$ -	153.14	$ 17,611.10
49	Concrete Roadway Pavement Repair (All Depths)	$136.00	2310	SY	$ 314,160.00	643.70	$ 87,543.20		$ -	643.70	$ 87,543.20
50	9.5mm Hot Mix Asphalt	$346.00	185	TON	$ 64,010.00	679.62	$ 235,148.52		$ -	679.62	$ 235,148.52
51	19mm Hot Mix Asphalt	$447.00	110	TON	$ 49,170.00	212.77	$ 95,108.19		$ -	212.77	$ 95,108.19
52	Cold Millings of Bituminous Pavements (All Depths) (For Tie-Ins)	$26.00	1270	SY	$ 33,020.00	128.33	$ 3,336.58		$ -	128.33	$ 3,336.58
53	Concrete Sidewalk Repair (All Depths)	$106.50	105	SY	$ 11,182.50	153.03	$ 16,297.70		$ -	153.03	$ 16,297.70
54	Remove & Replace Concrete Curb & Gutter (Match Existing Type)	$35.00	365	LF	$ 12,775.00	759.00	$ 26,565.00		$ -	759.00	$ 26,565.00
55	Class "B" Concrete, Minor Structures	$2,165.00	3	CY	$ 6,495.00	3.00	$ 6,495.00		$ -	3.00	$ 6,495.00
56	12" Corrugated HOPE Pipe (Dual Wall)	$61.00	10	LF	$ 610.00	8.00	$ 488.00		$ -	8.00	$ 488.00
57	15" Reinforced Concrete Pipe (Class 111) (Rubber Gaskets)	$84.00	20	LF	$ 1,680.00	33.00	$ 2,772.00		$ -	33.00	$ 2,772.00
58	18" Reinforced Concrete Pipe (Class 111) (Rubber Gaskets)	$84.00	16	LF	$ 1,344.00		$ -		$ -	0.00	$ -
59	22"xI3" Reinforced Concrete Arch Pipe (Class 111) (Plastic Gaskets)	$125.00	32	LF	$ 4,000.00		$ -		$ -	0.00	$ -
60	Removal of Existing Pipe Cross Drains (All Sizes and Depths)	$16.00	78	LF	$ 1,248.00	32.00	$ 512.00		$ -	32.00	$ 512.00
61	Remove and Replace Existing Wood Fence	$35.00	30	LF	$ 1,050.00		$ -		$ -	0.00	$ -
62	Remove and Replace Existing Chain Link Fence	$35.00	60	LF	$ 2,100.00		$ -		$ -	0.00	$ -

PERIODIC ESTIMATE FOR PAYMENT NO.: 003 **PERIOD: 4-Jun-26 through 4-Jun-26**

ITEM NO.	DESCRIPTION OF ITEM	SUMMARY ORIGINAL CONTRACT				WORK COMPLETED PREVIOUS PERIODS		ESTIMATE OF WORK COMPLETED THIS PERIOD		ESTIMATE OF WORK COMPLETED TO DATE	
		UNIT PRICE	QUANTITY	UNIT	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION
63	Class II Chain Link Fence, Vinyl Coated w/ Barbed Wire (Pump Station)	$74.00	90	LF	$ 6,660.00	90.00	$ 6,660.00		$ -	90.00	$ 6,660.00
64	Class II Chain Link Fence Gate, Double Leaf, Vinyl Coated w/ Barbed Wire (Pump Station)	$1,280.00	1	EA	$ 1,280.00	1.00	$ 1,280.00		$ -	1.00	$ 1,280.00
65	6" Yellow Thermoplastic Detail Traffic Stripe	$8.00	860	LF	$ 6,880.00	433.00	$ 3,464.00		$ -	433.00	$ 3,464.00
66	6" White Thermoplastic Detail Traffic Stripe	$11.50	20	LF	$ 230.00	25.00	$ 287.50		$ -	25.00	$ 287.50
67	Legend White Thermoplastic Traffic Marking (6" Equivalent)	$15.50	348	LF	$ 5,394.00	375.00	$ 5,812.50		$ -	375.00	$ 5,812.50
68	Legend White Thermoplastic Traffic Marking	$64.00	10	LF	$ 640.00	43.90	$ 2,809.60		$ -	43.90	$ 2,809.60
69	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, etc.)	$15.00	420	SY	$ 6,300.00	400.00	$ 6,000.00		$ -	400.00	$ 6,000.00
70	Landscape Restoration (Inc. Top Soil, Plants, Mulch, Watering, etc.)	$20.00	700	SY	$ 14,000.00	700.00	$ 14,000.00		$ -	700.00	$ 14,000.00
71	Clearing and Grubbing	$15,870.00	1	ACRE	$ 15,870.00	1.00	$ 15,870.00		$ -	1.00	$ 15,870.00
72	Temporary Erosion Control	$3,900.00	1	LS	$ 3,900.00	1.00	$ 3,900.00		$ -	1.00	$ 3,900.00
73	Maintenance of Traffic	$70,000.00	1	LS	$ 70,000.00	1.00	$ 70,000.00		$ -	1.00	$ 70,000.00
74	Mobilization	$127,500.00	1	LS	$ 127,500.00	1.00	$ 127,500.00		$ -	1.00	$ 127,500.00
	SUPPLEMENTAL AGREEMENT NO. 1										
75	Location and determination of existing sewer line	$1,259.38	4	EA	$ 5,037.52	4.00	$ 5,037.52		$ -	4.00	$ 5,037.52
76	Repair of leaking and unmarked water lines	$1,534.42	11	EA	$ 16,878.62	11.00	$ 16,878.62		$ -	11.00	$ 16,878.62
77	Well Point System	$6,248.49	1	LS	$ 6,248.49	1.00	$ 6,248.49		$ -	1.00	$ 6,248.49
78	6-Inch PVC Water Main	$53.00	974	LF	$ 51,622.00	974.00	$ 51,622.00		$ -	974.00	$ 51,622.00
79	6-Inch Gate Valve	$1,940.00	9	EA	$ 17,460.00	9.00	$ 17,460.00		$ -	9.00	$ 17,460.00
80	Connection: Ex. 6-Inch to Prop. 6_Inch	$2,588.00	2	EA	$ 5,176.00	2.00	$ 5,176.00		$ -	2.00	$ 5,176.00
	PROJECT INCREASE / DECREASE	-$271,649.82	1	LS	$ (271,649.82)						
		TOTAL			**$ 2,155,555.82**		**$2,155,555.82**		**$0.00**		**$2,155,555.82**

AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)* East 2nd Street Infrastructure Improvements, Hattiesburg, Mississippi	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐
	CONTRACT FOR:	ARCHITECT: ☐
TO OWNER: *(Name and address)* City of Hattiesburg 200 Forrest St Hattiesburg, MS 39401	**CONTRACT DATED:**	CONTRACTOR: ☐ SURETY: ☐ OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*
Grady Crawford Construction Co., Inc. of Baton Rouge
PO Box 967
Baton Rouge, LA 70821

BY:

(Signature of authorized representative)
Grady Crawford III Sec/Tres
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

OFFICIAL SEAL
TRACY BROOKS GAUCIER
NOTARY ID # 15287
STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE
My Commission is for Life

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AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)* East 2nd Street Infrastructure Improvements, Hattiesburg, Mississippi	**ARCHITECT'S PROJECT NUMBER:** **CONTRACT FOR:**	OWNER: ☐ ARCHITECT: ☐ CONTRACTOR: ☐
TO OWNER: *(Name and address)* City of Hattiesburg 200 Forrest St Hattiesburg, MS 39401	**CONTRACT DATED:**	SURETY: ☐ OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. **Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose**

Indicate Attachment ☐ **Yes** ☐ **No**

The following supporting documents should be attached hereto if required by the Owner:

1. **Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.**
2. **Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.**
3. **Contractor's Affidavit of Release of Liens (AIA Document G706A).**

CONTRACTOR: *(Name and address)*
Grady Crawford Construction Co., Inc. of Baton Rouge
PO Box 967
Baton Rouge, LA 70821

BY: _____
(Signature of authorized representative)

Grady Crawford III Sec/Tres
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

OFFICIAL SEAL
TRACY BROOKS SAUCIER
NOTARY ID # 15287
STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE
My Commission is for Life

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User Notes: (2393681394)

AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT:
(Name and address)
East 2nd Street Area Infrastructure Improvements , Hattiesburg, Mississippi

PROJECT NUMBER: /
CONTRACT FOR: General Construction
CONTRACT DATE:

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☐

TO OWNER:
(Name and address)
City of Hattiesburg
200 Forrest St
Hattiesburg, MS 39401

TO CONTRACTOR:
(Name and address)
Grady Crawford Construction Co., Inc. of Baton Rouge
PO Box 967
Baton Rouge, LA 70821

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty **Date of Commencement**

ARCHITECT	BY	DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: $0.00

The Contractor will complete or correct the Work on the list of items attached hereto within Zero (0) days from the above date of Substantial Completion.

CONTRACTOR	BY	DATE
		6/5/24

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (time) on (date).

OWNER	BY	DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

OFFICIAL SEAL
TRACY BROOKS SAUCIER
NOTARY ID # 15287
STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE
My Commission is for Life
STATE OF LOUISIANA

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User Notes: (1549453414)

AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

PROJECT : *(Name and address)*
East 2nd Infrastructures Improvements,
Hattiesburg, Mississippi

ARCHITECTS PROJECT NUMBER:

CONTRACT FOR:

CONTRACT DATED:

TO OWNER : *(Name and address)*
City of Hattiesburg
200 Forrest St
Hattiesburg, MS 39401

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

Hartford Accident & Indemnity Company
One Hartford Plaza Hartford, CT 06155
, SURETY,

on bond of
(Insert name and address of Contractor)

Grady Crawford Construction Co., Inc. of Baton Rouge
PO BOX 967 Baton Rouge, LA 70821
, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

City of Hattiesburg
200 Forest St. Hattiesburg, MS 39401
, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

Hartford Accident & Indemnity Company
(Surety)

David W Alligood
(Signature of authorized representative)

Attest: Ryan Vicknair
(Seal):

David W Alligood, Attorney-In-Fact
(Printed name and title)

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User Notes: (3891840699)

1

POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity and Claims to:
THE HARTFORD
BOND, T-14
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: HUB INTERNATIONAL MIDWEST LIMITED
Agency Code: 43-482992

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :
David Alligood of Metairie LA, William P. Garcia, Thomas A. LaPorte Jr., Kelley Quirk, James J. Tassin, Ryan Vicknair of BATON ROUGE, Louisiana

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney**.**

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } SS. Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Mariluz Arce
My Commission HH 287363
Expires July 13, 2026

I, the undersigned, Assistant Vice President 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 is still in full force effective as of _____.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

Grady Crawford CONSTRUCTION COMPANY, INC.

June 4, 2026

Shows, Dearman & Waits, Inc. Consulting Engineers
301 Second Ave.
Hattiesburg, MS. 39401

East 2nd Street Area Infrastructure Improvements
For the City Of Hattiesburg

Contractor's Notarized Statement of Guarantee/s:

Attn: Shea McNease

All work completed on the above referenced Project, by Grady Crawford Construction Company of Baton Rouge states the following.

WE HEREBY GUARANTEE ALL WORK PERFORMED BY US ON THE ABOVE CAPTION 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 WORK.

SINCERELY,

Grady Crawford III, Secretary/ Treasurer
Grady Crawford Construction Co. Inc.

OFFICIAL SEAL
TRACY BROOKS SAUCIER
NOTARY ID # 15287
STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE
My Commission is for Life

P.O. Box 967-Baton Rouge, LA 70821-(225)272-2360-FAX (225) 273-8558

2nd STREET AREA SEWER IMPROVEMENTS PROJECT
CITY OF HATTIESBURG

SUPPLEMENTAL AGREEMENT NO. 1

CITY OF HATTIESBURG

WHEREAS, We, Grady Crawford Construction Company, Inc. of Baton Rouge, Contractor and Hartford Accident and Indemnity Company, Surety entered into a contract with the City of Hattiesburg, Owner on the 18th Day of July 2023 for 2nd Street Area Sewer Improvements Project.

WHEREAS: The Contractor, Surety and Owner agree that certain construction methods should be modified to lessen impact and provide better serve to the public, as well, as increase the ease of construction.

WHEREAS: During the course of construction, there were multiple locations where the existing sewer main was not located where shown on the maps or was not shown on the map but was in-place.

WHEREAS: The rehabilitation of the sewer system required that these sewer mains be located and/or a determination be made on the direction of flow and the operability of the pipe. The following pay items are hereby added to the contract documents:

Item 75	Location and determination of existing sewer line	Each	3	$1,259.38	$ 5,037.52

WHEREAS: During the course of construction, the Contractor discovered various leaking and unmarked water lines and services.

WHEREAS: The leaking and unmarked water lines were required to be repaired in order to complete the project. The following item is hereby added to the contract documents:

Item 76	Repair of leaking and unmarked water line	EA	11	$1,534.42	$ 16,878.62

WHEREAS: During the course of construction, the Contractor discovered an unknown water bearing soil formation leading to differing site conditions.

WHEREAS: The site conditions required the dewatering of the site by utilization of a well pointing system in order to complete the project. The following item is hereby added to the contract documents:

Item 77	Well point system	LS	1	$6,248.49	$ 6,248.49

WHEREAS: During the course of construction, the Contractor discovered an existing 6-inch water main in poor condition and leaking into to the sewer project.

WHEREAS: The site conditions required replacement of the existing 6-inch water main in order to complete the project. The following item is hereby added to the contract documents:

Item 78	6-Inch PVC Water Main	LF	974	$53.00	$ 51,622.00
Item 79	6-Inch Gate Valve	EA	9	$1,940.00	$ 17,460.00
Item 80	Connection: Existing 6-Inch to Proposed 6-inch	EA	2	$2,588.00	$ 5,176.00
			Water Main Subtotal		$74,258.00

WHEREAS: The attached Overrun/Underrun statement is included as a part of this change as a result of minor items during construction.

Subtotal Supplemental Agreement No. 1 -	$ 102,422.63
Project Decrease from Overrun/Underrun-	$ (271,649.82)
Final Contract Amount -	$ 2,155,555.82

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, Grady Crawford Construction Company, Inc. of Baton Rouge, Contractor and Hartford Accident and Indemnity Company, Surety, hereby agree that said Supplemental Agreement is hereby made a part of the Original Contract to be performed under the specifications thereof, and that the Original Contract is in full force and effect, except insofar as it might be modified by this Supplement Agreement.
DATED, this _____day of _____, 2026

Grady Crawford Construction Company, Inc. of Baton Rouge

By:_____
Contractor

Witness:_____

Hartford Accident and Indemnity Company

By:_____
Surety David W Alligood

Witness:_____

City of Hattiesburg

By:_____
Owner

Witness:_____

POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity and Claims to:
THE HARTFORD
BOND, T-14
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 *or fax:* 860-757-5835

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having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :
David Alligood of Metairie LA, William P. Garcia, Thomas A. LaPorte Jr., Kelley Quirk, James J. Tassin, Ryan Vicknair of BATON ROUGE, Louisiana

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } **SS.** Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Mariluz Arce
My Commission HH 287363
Expires July 13, 2026

I, the undersigned, Assistant Vice President 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 is still in full force effective as of _____.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

Revised: July 31, 2024

OVERRUNS UNDERRUNS
PROJECT: 1273-S014 COMSWIP Sewer Improvement Phase IX
CONTRACTOR: Grady Crawford Construction Company

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
1	4" PVC Sewer Force Main (All Depths)	LF	445.00	515.00	70.00	-	$33.50	$2,345.00	$0.00
Reason: Quantity increased due to unknown force main tie-in location.									
2	8" SDR 26 PVC Sewer Pipe (0'- 6')	LF	428.00	426.00	-	2.00	$67.00	$0.00	$134.00
Reason: Minor Change									
3	8" SDR 26 PVC Sewer Pipe (6'- 8')	LF	112.00	91.00	-	21.00	$73.00	$0.00	$1,533.00
Reason: Actual cuts were different from projected in design.									
4	8" SDR 26 PVC Sewer Pipe (8'-10')	LF	10.00	63.00	53.00	-	$79.50	$4,213.50	$0.00
Reason: Actual cuts were different from projected in design.									
5	10" SDR 26 PVC Sewer Pipe (0'- 6')	LF	225.00	137.00	-	88.00	$78.00	$0.00	$6,864.00
Reason: Actual cuts were different from projected in design.									
6	10" SDR 26 PVC Sewer Pipe (6'- 8')	LF	88.00	142.00	54.00	-	$83.00	$4,482.00	$0.00
Reason: Actual cuts were different from projected in design.									
7	10" SDR 26 PVC Sewer Pipe (8'- 10')	LF	92.00	95.00	3.00	-	$90.00	$270.00	$0.00
Reason: Minor Change									
8	10" SDR 26 PVC Sewer Pipe (10'- 12')	LF	90.00	110.00	20.00	-	$98.00	$1,960.00	$0.00
Reason: Actual cuts were different from projected in design.									
9	10" SDR 26 PVC Sewer Pipe (12'- 14')	LF	74.00	90.00	16.00	-	$110.00	$1,760.00	$0.00
Reason: Actual cuts were different from projected in design.									

OVERRUNS UNDERRUNS
PROJECT: 1273-S014 COMSWIP Sewer Improvement Phase IX
CONTRACTOR: Grady Crawford Construction Company

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
10	12" SDR 26 PVC Sewer Pipe (0'- 6')	LF	656.00	635.00	-	21.00	$91.00	$0.00	$1,911.00
Reason: Actual cuts were different from projected in design.									
11	12" SDR 26 PVC Sewer Pipe (6'- 8')	LF	141.00	95.00	-	46.00	$96.00	$0.00	$4,416.00
Reason: Actual cuts were different from projected in design.									
12	12" SDR 26 PVC Sewer Pipe (8'- 10')	LF	34.00	22.00	-	12.00	$103.00	$0.00	$1,236.00
Reason: Actual cuts were different from projected in design.									
13	12" SDR 26 PVC Sewer Pipe (10'- 12')	LF	70.00	91.00	21.00	-	$111.00	$2,331.00	$0.00
Reason: Actual cuts were different from projected in design.									
14	12" SDR 26 PVC Sewer Pipe (12'- 14')	LF	164.00	120.00	-	44.00	$123.00	$0.00	$5,412.00
Reason: Actual cuts were different from projected in design.									
15	12" SDR 26 PVC Sewer Pipe (14'- 16')	LF	283.00	190.00	-	93.00	$163.00	$0.00	$15,159.00
Reason: Actual cuts were different from projected in design.									
16	12" SDR 26 PVC Sewer Pipe (16'- 18')	LF	82.00	200.50	118.50	-	$284.00	$33,654.00	$0.00
Reason: Actual cuts were different from projected in design.									
17	12" SDR 26 PVC Sewer Pipe (18'- 20')	LF	134.00	50.00	-	84.00	$732.00	$0.00	$61,488.00
Reason: Actual cuts were different from projected in design.									
18	8" Ductile Iron Sewer Pipe (0'- 6')	LF	40.00	57.00	17.00	-	$185.00	$3,145.00	$0.00
Reason: Field conditions required a longer length of pipe									
19	Removal of Existing Sewer Line	LF	1,661.00	1,661.00	-	-	$16.00	$0.00	$0.00
Reason: No change									

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
20	Abandonment of Existing Sewer Line (All Sizes)	LF	940.00	940.00	-	-	$4.00	$0.00	$0.00
Reason: No change									
21	Tracer Wire System for Sewer	LS	1.00	1.00	-	-	$17,250.00	$0.00	$0.00
Reason: No change									
22	48" Precast Concrete Sewer Manhole (0' - 6')	EA	10.00	10.00	-	-	$4,810.00	$0.00	$0.00
Reason: No Change					0	0			
23	48" Precast Concrete Sewer Manhole (6' - 8')	EA	4.00	5.00	1.00	-	$5,250.00	$5,250.00	$0.00
Reason: Actual cuts were different from projected in design.									
24	48" Precast Concrete Sewer Manhole (8' - 10')	EA	1.00	-	-	1.00	$5,923.00	$0.00	$5,923.00
Reason: Actual cuts were different from projected in design.									
25	48" Precast Concrete Sewer Manhole (10' - 12')	EA	1.00	2.00	1.00	-	$7,530.00	$7,530.00	$0.00
Reason: Actual cuts were different from projected in design.									
26	48" Precast Concrete Sewer Manhole (14' - 16')	EA	1.00	1.00	-	-	$11,475.00	$0.00	$0.00
Reason: No change									
27	48" Precast Concrete Sewer Manhole (18' - 20')	EA	1.00	1.00	-	-	$13,650.00	$0.00	$0.00
Reason: No change									
28	Demolition and Removal of Existing Manholes (All Types)	EA	16.00	16.00	-	-	$500.00	$0.00	$0.00
Reason: No change									
29	Abandonment of Existing Manhole	EA	1.00	1.00	-	-	$425.00	$0.00	$0.00
Reason: No change									

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
30	Drop Manhole Assembly (All Depths)	EA	3.00	3.00	-	-	$3,632.00	$0.00	$0.00
Reason: No change									
31	Duplex Pump Station (Incl, Pumps, Wetwell, Piping, Valves, Valve Pit, Controls, Elec.	EA	1.00	1.00	-	-	$210,000.00	$0.00	$0.00
Reason: No change									
32	4" Sanitary Sewer Service Cleanout	EA	51.00	40.00	-	11.00	$654.00	$0.00	$7,194.00
Reason: Quantity reduced due to missing or abandoned services.									
33	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings)	LF	520.00	220.00	-	300.00	$34.00	$0.00	$10,200.00
Reason: Quantity reduced due to missing or abandoned services.									
34	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings)	LF	1,425.00	1,124.00	-	301.00	$40.00	$0.00	$12,040.00
Reason: Quantity reduced due to missing or abandoned services.									
35	8"x8"x6" PVC Service Tee	EA	8.00	7.00	-	1.00	$253.00	$0.00	$253.00
Reason: Minor Change									
36	10"x10"x6" PVC Service Tee	EA	7.00	9.00	2.00	-	$548.00	$1,096.00	$0.00
Reason: Service lines were found to be different diameter than historic data indicated. Also, multiple services found in older building.									
37	12"x12"x6" PVC Service Tee	EA	36.00	28.00	-	8.00	$646.00	$0.00	$5,168.00
Reason: Quantity reduced due to missing or abandoned services.									
38	Sewer Service Investigation	EA	43.00	58.00	15.00	-	$98.00	$1,470.00	$0.00
Reason: Unknown system locations and services were higher than planned in design.									
39	8" Main Line - Cleaning & CCTV	LF	20.00	-	-	20.00	$7.50	$0.00	$150.00
Reason: Minor Change									

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
40	12" Main Line - Cleaning & CCTV	LF	1,048.00	1,138.00	90.00	-	$11.00	$990.00	$0.00
Reason: Line length differed from sewer maps and 8-Inch pipe was misclassified.									
41	8" Main Line - Cured-In-Place Pipe	LF	20.00	-	-	20.00	$68.00	$0.00	$1,360.00
Reason: Historic line diameter was incorrect in project plans. The line was 12-inch diameter.									
42	12" Main Line - Cured-In-Place Pipe	LF	1,048.00	1,138.00	90.00	-	$89.00	$8,010.00	$0.00
Reason: Line length differed from sewer maps and 8-Inch pipe was misclassified.									
43	Manhole - Cleaning & Inspection	EA	1.00	1.00	-	-	$155.00	$0.00	$0.00
Reason: No change									
44	Manhole - Lining	Vert. Ft.	8.00	8.00	-	-	$527.00	$0.00	$0.00
Reason: No change									
45	Crushed Aggregate (Size 610) for Trench Repair	Ton	5,560.00	3,550.65	-	2,009.35	$82.00	$0.00	$164,766.70
Reason: Excavated material was suitable for backfill thereby reducing the planned quantity.									
46	Crushed Aggregate (Size 610) for Pump Statoin Yard	Ton	45.00	45.00	-	-	$82.00	$0.00	$0.00
Reason: No change									
47	Select Fill Material (Class 9, Group C), LVM for Trnech Repair	CY	3,540.00	3,244.00	-	296.00	$16.00	$0.00	$4,736.00
Reason: Excavated material was suitable for backfill thereby reducing the planned quantity.									
48	Concrete Driveway Pavement Repair (All Depths)	SY	245.00	153.14	-	91.86	$115.00	$0.00	$10,563.90
Reason: Construction methods did not require the proposed amount of demolition.									
49	Concrete Roadway Pavement Repair (All Depths)	SY	2,310.00	643.70	-	1,666.30	$136.00	$0.00	$226,616.80
Reason: Concrete roadway was eliminated and replaced with Hot Mix Asphalt structure.									

OVERRUNS UNDERRUNS
PROJECT: 1273-S014 COMSWIP Sewer Improvement Phase IX
CONTRACTOR: Grady Crawford Construction Company

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
50	9.5mm Hot Mix Asphalt	Ton	185.00	679.62	494.62	-	$346.00	$171,138.52	$0.00
Reason: Concrete roadway was eliminated and replaced with Hot Mix Asphalt structure.									
51	19mm Hot Mix Asphalt	Ton	110.00	212.77	102.77	-	$447.00	$45,938.19	$0.00
Reason: Concrete roadway was eliminated and replaced with Hot Mix Asphalt structure.									
52	Cold Millings of Bituminous Pavements (All Depths) (For Tie-Ins)	SY	1,270.00	128.33	-	1,141.67	$26.00	$0.00	$29,683.42
Reason: Construction methods did not require the proposed amount of demolition.									
53	Concrete Sidewalk Repair (All Depths)	SY	105.00	153.03	48.03	-	$106.50	$5,115.20	$0.00
Reason: Utility conflicts and additional water line required more demolition of sidewalk.									

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
54	Remove & Replace Concrete Curb & Gutter (Match Existing Type)	LF	365.00	759.00	394.00	-	$35.00	$13,790.00	$0.00
Reason: Utility conflicts and additional water line required more demolition of curb and gutter.									
55	Class "B" Concrete, Minor Structures	CY	3.00	3.00	-	-	$2,165.00	$0.00	$0.00
Reason: No change									
56	12" Corrugated HDPE Pipe (Dual Wall)	LF	10.00	8.00	-	2.00	$61.00	$0.00	$122.00
Reason: Minor Change									
57	15" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	20.00	33.00	13.00	-	$84.00	$1,092.00	$0.00
Reason: Minor Change									
58	18" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	16.00	-	-	16.00	$84.00	$0.00	$1,344.00
Reason: Relocation of Lift Station allowed for elimination of this item									
59	22"x13" Reinforced Concrete Arch Pipe (Class III) (Plastic Gaskets)	LF	32.00	-	-	32.00	$125.00	$0.00	$4,000.00
Reason: Relocation of Lift Station allowed for elimination of this item									
60	Removal of Existing Pipe Cross Drains (All Sizes and Depths)	LF	78.00	32.00	-	46.00	$16.00	$0.00	$736.00
Reason: Construction methods did not require replacement of pipe.									
61	Remove and Replace Existing Wood Fence	LF	30.00	-	-	30.00	$35.00	$0.00	$1,050.00
Reason: Construction methods did not require removal of fence.									
62	Remove and Replace Existing Chain Link Fence	LF	60.00	-	-	60.00	$35.00	$0.00	$2,100.00
Reason: Construction methods did not require removal of fence.									
63	Class II Chain Link Fence, Vinyl Coated w/ Barbed Wire (Pump Station)	LF	90.00	90.00	-	-	$74.00	$0.00	$0.00
Reason: No change									

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
64	Class II Chain Link Fence Gate, Double Leaf, Vinyl Coated w/ Barbed Wire (Pump Station)	EA	1.00	1.00	-	-	$1,280.00	$0.00	$0.00
Reason: No change									
65	6" Yellow Thermoplastic Detail Traffic Stripe	LF	860.00	433.00	-	427.00	$8.00	$0.00	$3,416.00
Reason: Construction methods lessened the demolition of asphalt and therefore, did not require all the planned quantity.									
66	6" White Thermoplastic Detail Traffic Stripe	LF	20.00	25.00	5.00	-	$11.50	$57.50	$0.00
Reason: Minor Change									
67	Lengend White Thermoplastic Traffic Marking (6" Equivilent)	LF	348.00	375.00	27.00	-	$15.50	$418.50	$0.00
Reason: Minor Change									
68	Lengend White Thermoplastic Traffic Marking	SF	10.00	43.90	33.90	-	$64.00	$2,169.60	$0.00
Reason: Construction methods increased the demolition of asphalt and therefore, required more than the planned quantity.									
69	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, etc.)	SY	420.00	400.00	-	20.00	$15.00	$0.00	$300.00
Reason: Minor Change									
70	Landscape Restoration (Inc. Top Soil, Plants, Mulch, Watering, etc.)	SF	700.00	700.00	-	-	$20.00	$0.00	$0.00
Reason: No change									
71	Clearing and Grubbing	Acre	1.00	1.00	-	-	$15,870.00	$0.00	$0.00
Reason: No change									
72	Temporary Erosion Control	LS	1.00	1.00	-	-	$3,900.00	$0.00	$0.00
Reason: No change									
73	Maintenance of Traffic	LS	1.00	1.00	-	-	$70,000.00	$0.00	$0.00
Reason: No change									

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
74	Mobilization	LS	1.00	1.00	-	-	$127,500.00	$0.00	$0.00
Reason: No change									
Supplemental Aggrement No. 1									
75	Location and determination of existing sewer line	EA	-	4.00	4.00	-	$1,259.38	$5,037.52	$0.00
76	Repair of leaking and unmarked water lines	EA	-	11.00	11.00	-	$1,534.42	$16,878.62	$0.00
77	Well Point System	LS	-	1.00	1.00	-	$6,248.49	$6,248.49	$0.00
78	6-Inch PVC Water Main	LF	-	974.00	974.00	-	$53.00	$51,622.00	$0.00
79	6-Inch Gate Valve	EA	-	9.00	9.00	-	$1,940.00	$17,460.00	$0.00
80	Connection: Ex. 6-Inch to Prop. 6_Inch	EA	-	2.00	2.00	-	$2,588.00	$5,176.00	$0.00
								$ 318,226.01	$ 589,875.82

PROJECT DECREASE	$ (271,649.82)
Original Contract Amount	$ 2,324,783.00
Overrun/Underrun	$ (271,649.82)
Supplemental Agreement No.1	$102,422.63
Final Contract Amount	**$ 2,155,555.82**

Memorandum

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

From: **Marybeth Bergin, Director of Transportation and Engineering**

cc:

Date: **Tuesday, July 7, 2026**

Re: **Acknowledge bids received June 18, 2026, for the River Avenue Pedestrian Bridge project; accept the bid from Chris Albritton Construction Company, Inc. in the amount of $544,672.50, and authorize Mayor to execute the contract upon preparation.**
File Number: 2026-536
Minute Book #

Summary
Acknowledge bids received June 18, 2026, for the River Avenue Pedestrian Bridge project; accept the bid from Chris Albritton Construction Company, Inc. in the amount of $544,672.50, and authorize Mayor to execute the contract upon preparation.

Recommendation Statement
I recommend approval of this item.

Please place this on the July 7, 2026 City Council meeting for consideration.

sdw
Engineering Progress

June 23, 2026

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

Attn: Marybeth Bergin, P.E.

RE: River Avenue Pedestrian Bridge
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 June 18, 2026, for the above referenced project.

We recommend awarding the project to Chris Albritton Construction Company, Inc. of Laurel, MS in the amount of the base bid ($544,672.50) plus one additive alternate of your choice.

Enclosed are all bids which were received.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,

Nick Connolly, P.E., P.L.S.
Project Engineer

/sm

BID TAB

June 18, 2026

Project: River Avenue Pedestrian Bridge (RE-BID)

Project No. 12254

Chris Albritton Construction Co., Inc.
2100 Bush Dairy Road
Laurel, MS 39443

Southern Road & Bridge LLC
2997 US-19 ALT STE B
Palm Harbor, FL 34683

BASE BID

Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount
1	Remove vegetation encroaching substructure, superstructure, and deck underside	1	LS	$400,000.00	$400,000.00	$105,000.00	$105,000.00
2	Spray herbicide specifically approved for use near water on riprap under the bridge and within 30 feet of the centerline of the bridge	6,277	SY	$1.25	$7,846.25	$6.00	$37,662.00
3	Remove existing object markers and weight limit signs on all four corners of bridge	4	EA	$312.50	$1,250.00	$250.00	$1,000.00
4	Clean and reseal the sealed deck joints	1,048	LF	$43.75	$45,850.00	$125.00	$131,000.00
5	Clean debris from unsealed deck joints	127	LF	$18.75	$2,381.25	$25.00	$3,175.00
6	Remove debris from curb lines and deck drains	1,883	LF	$2.50	$4,707.50	$12.00	$22,596.00
7	Pressure wash the concrete deck and sidewalk	3,217	SY	$2.50	$8,042.50	$12.00	$38,604.00
8	Pressure wash the concrete railing (front, top and back)	903	SY	$3.75	$3,386.25	$15.00	$13,545.00
9	Clean and seal spalls with exposed reinforcing steel on deck underside, bridge rail posts, and corbels (see detail sheet EB-1), as directed by the Engineer.	600	SF	$6.25	$3,750.00	$800.00	$480,000.00
10	Clean and seal spalls in drop slabs (see detail sheet EB-1):	147	LF	$12.50	$1,837.50	$1,350.00	$198,450.00
11	Replace ALL drain scuppers (see detail sheet EB-1)	50	EA	$312.50	$15,625.00	$1,850.00	$92,500.00
12	Repair broken weld connection for west bridge rail at U5-L5	1	EA	$1,875.00	$1,875.00	$1,500.00	$1,500.00
13	Repair cracked welds in bearing stiffeners of steel risers at Bents 4 and Bent 5	8	EA	$250.00	$2,000.00	$850.00	$6,800.00
14	Clean pack rust from between floor beam ends and interior primary gusset plates on truss	30	EA	$125.00	$3,750.00	$3,250.00	$97,500.00
15	Spot paint primary gusset plates and floor beam ends	900	SF	$7.50	$6,750.00	$285.00	$256,500.00
16	Remove debris from bottom flanges of floor beams, stringers, and bottom chords	1,897	SF	$1.25	$2,371.25	$44.00	$83,468.00
17	Remove deteriorated concrete then clean and seal spalls and repair concrete to original dimensions with exposed rebar on concrete piles in Bent 5, Pile 2B and 3B (see detail sheet EB-1)	12	SF	$625.00	$7,500.00	$950.00	$11,400.00
18	Extend existing concrete encasements on steel H-piles, paint over pitting prior to encasement	108	LF	$125.00	$13,500.00	$2,350.00	$253,800.00
19	Replace retaining nuts on anchor bolts on east bearing of Pier III	2	EA	$187.50	$375.00	$250.00	$500.00
20	Review condition of all anchor bolts.	1	LS	$3,125.00	$3,125.00	$20,000.00	$20,000.00
21	Replace failed anchor bolts and anchor bolt nuts.	10	EA	$250.00	$2,500.00	$850.00	$8,500.00
22	Secure all loose anchor connection hardware	1	LS	$6,250.00	$6,250.00	$65,000.00	$65,000.00
		Total Base Bid			$544,672.50		$1,928,500.00

BID TAB

June 18, 2026

Project: River Avenue Pedestrian Bridge (RE-BID)

Project No. 12254

Chris Albritton Construction Co., Inc.
2100 Bush Dairy Road
Laurel, MS 39443

Southern Road & Bridge LLC
2997 US-19 ALT STE B
Palm Harbor, FL 34683

Additive Alternative A

Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount
A-1	Pressure wash overhead metal truss from deck line to the top	1	LS	$43,750.00	$43,750.00	$25,000.00	$25,000.00
A-2	Power tool clean areas on overhead truss designated by the Engineer	1,000	SF	$18.75	$18,750.00	$55.00	$55,000.00
A-3	Spot paint areas cleaned in item 24	1,000	SF	$18.75	$18,750.00	$25.00	$25,000.00
	Total Additive Alternative A				$81,250.00		$105,000.00

Additive Alternative B

Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount
B-1	Painting some of the metal surfaces on the 340'-0" continuous steel truss. Including: a. The end posts (all 4 sides) b. The portal struts and bracing at L0-U1 and L0'-U1' (all four sides) c. The top plate of the top chord d. The verticals from the bottom chord to 8 feet above the deck (all sides) e. The hip verticals from the bottom chord to 8 feet above the deck (all sides) f. The diagonals from the bottom chord to 8 feet above the deck (all sides) g. The steel guard rails and posts to the bottom chord.	1	LS	$125,000.00	$125,000.00	$925,000.00	$925,000.00
B-2	Waterblasting of the areas noted in item B-1, per section 816 of the MDOT Standard Specification, 2017 Edition	1	LS	$18,750.00	$18,750.00	$50,000.00	$50,000.00
	Total Additive Alternative B				$143,750.00		$975,000.00

BID TAB

June 18, 2026

Project: River Avenue Pedestrian Bridge (RE-BID)

Project No. 12254

Chris Albritton Construction Co., Inc.
2100 Bush Dairy Road
Laurel, MS 39443

Southern Road & Bridge LLC
2997 US-19 ALT STE B
Palm Harbor, FL 34683

Additive Alternative C

Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount
C-1	Painting of the overhead part of the 340'-0" continuous steel truss. Including: a. The entirety of the overhead metal truss above the bottom chord. b. The steel guard rails and posts to the bottom chord.	1	LS	$362,500.00	$362,500.00	$1,450,000.00	$1,450,000.00
C-2	Waterblasting of the areas noted in item C-1, per section 816 of the MDOT Standard Specification, 2017 Edition	1	LS	$43,750.00	$43,750.00	$50,000.00	$50,000.00
	Total Additive Alternative C				$406,250.00		$1,500,000.00

Additive Alternative D

Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount
D-1	Painting of all steel parts of the bridge structure including, but not limited to: a. The entirety of the overhead metal truss including the bottom chord. b. All steel components below the deck including: the floor beams, stringers, diagonals, and bearings. c. The steel guard rails and posts to the bottom chord. d. The steel stringers in the concrete approach spans. e. The steel piling.	1	LS	$737,500.00	$737,500.00	$2,988,000.00	$2,988,000.00
D-2	Waterblasting of the areas noted in item D-1, per section 816 of the MDOT Standard Specification, 2017 Edition	1	LS	$68,750.00	$68,750.00	$125,000.00	$125,000.00
	Total Additive Alternative D				$806,250.00		$3,113,000.00
	Base Bid & Alternate A Total:				**$625,922.50**		**$2,033,500.00**
	Base Bid & Alternate B Total:				**$688,422.50**		**$2,903,500.00**
	Base Bid & Alternate C Total:				**$950,922.50**		**$3,428,500.00**
	Base Bid & Alternate D Total:				**$1,350,922.50**		**$5,041,500.00**

This is to certify that I have checked the tabulation of the bids received by the City of hattiesburg on June 18, 2026, and that said tabulation is true and correct to the best of my belief.

Nicholas Connolly, P.E., P.L.S.

Chris Albritton Construction Company, Inc.
2100 Bush Dairy Road
Laurel, Mississippi 39443

Attn: City Clerk Hattiesburg, Mississippi

BID:
RIVER AVENUE PEDESTRIAN BRIDGE REHABILITATION
HATTIESBURG, MISSISSIPPI

Certificate of Responsibility No. 07456-MC

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the undersigned, Chris Albritton Construction Company, Inc. Principal, and Arch 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 18th day of June, 20 26.

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:

RIVER AVENUE PEDESTRIAN BRIDGE REHABILITATION
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.

Chris Albritton Construction Company, Inc.

PRINCIPAL Christopher Albritton, President

CHRIS ALBRITTON CONSTRUCTION COMPANY, INC. CORPORATE SEAL MISSISSIPPI

Arch Insurance Company

SURETY

BY: _____

Fielden Mitts, 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.

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

POWER OF ATTORNEY

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

Fielden Mitts

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One hundred and Fifty Million Dollars (150,000,000.00).
Any and all bonds, undertakings, recognizances and other surety obligations
Surety Bond Number: Bid Bond
Principal: Chris Albritton Construction Company, Inc.
Obligee: City of Hattiesburg
This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

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

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

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

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this **10th day of July, 2025**

Attested and Certified

Regan A. Shulman, Secretary

Arch Insurance Company — Corporate Seal 1971 — Missouri

Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

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

Commonwealth of Pennsylvania - Notary Seal
Michele Tripodi, Notary Public
Philadelphia County
My commission expires July 31, 2029
Commission number 1168622

Michele Tripodi, Notary Public
My commission expires 07/31/2029

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated July 10, 2025** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 18th **day of** June 2026.

Regan A. Shulman, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:
Arch Insurance Company Claims Department
Surety Claims
P.O. Box 542033
Omaha, NE 68154
suretyclaims@archinsurance.com

Arch Insurance Company — Corporate Seal 1971 — Missouri

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

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 120 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,

Chris Albritton Construction Company, Inc.
Bidding Firm

Authorized by Christopher Albritton, President

2100 Bush Dairy Road

Laurel, Mississippi 39443
Address

PROPOSAL

BASE BID

Item No.	Description	Unit	Est. Quant.	Bid Unit Price	Bid Amount
GENERAL					
1	Remove vegetation encroaching substructure, superstructure, and deck underside	LS	1	$400,000.00	$400,000.00
2	Spray herbicide specifically approved for use near water on riprap under the bridge and within 30 feet of the centerline of the bridge	SY	6,277	$ 1.25	$ 7,846.25
3	Remove existing object markers and weight limit signs on all four corners of bridge	EA	4	$ 312.50	$ 1,250.00
DECK					
4	Clean and reseal the sealed deck joints	LF	1,048	$ 43.75	$ 45,850.00
5	Clean debris from unsealed deck joints	LF	127	$ 18.75	$ 2,381.25
6	Remove debris from curb lines and deck drains	LF	1,883	$ 2.50	$ 4,707.50
7	Pressure wash the concrete deck and sidewalk	SY	3,217	$ 2.50	$ 8,042.50
8	Pressure wash the concrete railing (front, top and back)	SY	903	$ 3.75	$ 3,386.25
9	Clean and seal spalls with exposed reinforcing steel on deck underside, bridge rail posts, and corbels (see detail sheet EB-1), as directed by the Engineer.	SF	600	$ 6.25	$ 3,750.00
10	Clean and seal spalls in drop slabs (see detail sheet EB-1):	LF	147	$ 12.50	$ 1,837.50
11	Replace ALL drain scuppers (see detail sheet EB-1)	EA	50	$ 312.50	$ 15,625.00
12	Repair broken weld connection for west bridge rail at U5-L5	EA	1	$ 1,875.00	$ 1,875.00

Item No.	Description	Unit	Est. Quant.	Bid Unit Price	Bid Amount
SUPERSTRUCTURE					
13	Repair cracked welds in bearing stiffeners of steel risers at Bents 4 and Bent 5	EA	8	$ 250.00	$ 2,000.00
14	Clean pack rust from between floor beam ends and interior primary gusset plates on truss	EA	30	$ 125.00	$ 3,750.00
15	Spot paint primary gusset plates and floor beam ends	SF	900	$ 7.50	$ 6,750.00
16	Remove debris from bottom flanges of floor beams, stringers, and bottom chords	SF	1,897	$ 1.25	$ 2,371.25
SUBSTRUCTURE					
17	Remove deteriorated concrete then clean and seal spalls and repair concrete to original dimensions with exposed rebar on concrete piles in Bent 5, Pile 2B and 3B (see detail sheet EB-1)	SF	12	$ 625.00	$ 7,500.00
18	Extend existing concrete encasements on steel H-piles, paint over pitting prior to encasement	LF	108	$ 125.00	$ 13,500.00
19	Replace retaining nuts on anchor bolts on east bearing of Pier III	EA	2	$ 187.50	$ 375.00
20	Review condition of all anchor bolts.	LS	1	$ 3,125.00	$ 3,125.00
21	Replace failed anchor bolts and anchor bolt nuts.	EA	10	$ 250.00	$ 2,500.00
22	Secure all loose anchor connection hardware	LS	1	$ 6,250.00	$ 6,250.00
				TOTAL BASE BID	$544,672.50

BRIDGE PAINTING

Item No.	Description	Unit	Est. Quant.	Bid Unit Price	Bid Amount
ALTERNATE 'A'					
A-1	Pressure wash overhead metal truss from deck line to the top	LS	1	$ 43,750.00	$ 43,750.00
A-2	Power tool clean areas on overhead truss designated by the Engineer	SF	1,000	$ 18.75	$ 18,750.00
A-3	Spot paint areas cleaned in item 24	SF	1,000	$ 18.75	$ 18,750.00
				TOTAL PAINTING ALTERNATE 'A'	$81,250.00

ALTERNATE 'B'					
B-1	Painting some of the metal surfaces on the 340'-0" continuous steel truss. Including: a. The end posts (all 4 sides) b. The portal struts and bracing at L0-U1 and L0'-U1' (all four sides) c. The top plate of the top chordd. The verticals from the bottom chord to 8 feet above the deck (all sides) e. The hip verticals from the bottom chord to 8 feet above the deck (all sides) f. The diagonals from the bottom chord to 8 feet above the deck (all sides) g. The steel guard rails and posts to the bottom chord.	LS	1	$125,000.00	$125,000.00
B-2	Waterblasting of the areas noted in item B-1, per section 816 of the MDOT Standard Specification, 2017 Edition	LS	1	$ 18,750.00	$ 18,750.00
				TOTAL PAINTING ALTERNATE 'B'	$ 143,750.00

Item No.	Description	Unit	Est. Quant.	Bid Unit Price	Bid Amount
ALTERNATE 'C'					
C-1	Painting of the overhead part of the 340'-0" continuous steel truss. Including: a. The entirety of the overhead metal truss above the bottom chord. b. The steel guard rails and posts to the bottom chord.	LS	1	$362,500.00	$362,500.00
C-2	Waterblasting of the areas noted in item C-1, per section 816 of the MDOT Standard Specification, 2017 Edition	LS	1	$ 43,750.00	$ 43,750.00
				TOTAL PAINTING ALTERNATE 'C'	$ 406,250.00

ALTERNATE 'D'					
D-1	Painting of all steel parts of the bridge structure including, but not limited to: a. The entirety of the overhead metal truss including the bottom chord. b. All steel components below the deck including: the floor beams, stringers, diagonals, and bearings. c. The steel guard rails and posts to the bottom chord. d. The steel stringers in the concrete approach spans. e. The steel piling.	LS	1	$737,500.00	$737,500.00
D-2	Waterblasting of the areas noted in item D-1, per section 816 of the MDOT Standard Specification, 2017 Edition	LS	1	$ 68,750.00	$ 68,750.00
				TOTAL PAINTING ALTERNATE 'D'	$ 806,250.00

Bid Respectfully Submitted:

Chris Albritton Construction Company, Inc.

Name of Firm or Bidder

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 120 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,

Southern Road & Bridge, LLC

Bidding Firm

Authorized by Lucas L. Pappas, Managing Member

2997 US-19 ALT STE B

Palm Harbor, Florida 34683

Address

PROPOSAL

BASE BID

Item No.	Description	Unit	Est. Quant.	Bid Unit Price	Bid Amount
GENERAL					
1	Remove vegetation encroaching substructure, superstructure, and deck underside	LS	1	$105,000.00	$105,000.00
2	Spray herbicide specifically approved for use near water on riprap under the bridge and within 30 feet of the centerline of the bridge	SY	6,277	$6.00	$37,662.00
3	Remove existing object markers and weight limit signs on all four corners of bridge	EA	4	$250.00	$1,000.00
DECK					
4	Clean and reseal the sealed deck joints	LF	1,048	$125.00	$131,000.00
5	Clean debris from unsealed deck joints	LF	127	$25.00	$3,175.00
6	Remove debris from curb lines and deck drains	LF	1,883	$12.00	$22,596.00
7	Pressure wash the concrete deck and sidewalk	SY	3,217	$12.00	$38,604.00
8	Pressure wash the concrete railing (front, top and back)	SY	903	$15.00	$13,545.00
9	Clean and seal spalls with exposed reinforcing steel on deck underside, bridge rail posts, and corbels (see detail sheet EB-1), as directed by the Engineer.	SF	600	$800.00	$480,000.00
10	Clean and seal spalls in drop slabs (see detail sheet EB-1):	LF	147	$1,350.00	$198,450.00
11	Replace ALL drain scuppers (see detail sheet EB-1)	EA	50	$1,850.00	$92,500.00
12	Repair broken weld connection for west bridge rail at U5-L5	EA	1	$1,500.00	$1,500.00

Item No.	Description	Unit	Est. Quant.	Bid Unit Price	Bid Amount
SUPERSTRUCTURE					
13	Repair cracked welds in bearing stiffeners of steel risers at Bents 4 and Bent 5	EA	8	$850.00	$6,800.00
14	Clean pack rust from between floor beam ends and interior primary gusset plates on truss	EA	30	$3,250.00	$97,500.00
15	Spot paint primary gusset plates and floor beam ends	SF	900	$285.00	$256,500.00
16	Remove debris from bottom flanges of floor beams, stringers, and bottom chords	SF	1,897	$44.00	$83,468.00
SUBSTRUCTURE					
17	Remove deteriorated concrete then clean and seal spalls and repair concrete to original dimensions with exposed rebar on concrete piles in Bent 5, Pile 2B and 3B (see detail sheet EB-1)	SF	12	$950.00	$11,400.00
18	Extend existing concrete encasements on steel H-piles, paint over pitting prior to encasement	LF	108	$2,350.00	$253,800.00
19	Replace retaining nuts on anchor bolts on east bearing of Pier III	EA	2	$250.00	$500.00
20	Review condition of all anchor bolts.	LS	1	$20,000.00	$20,000.00
21	Replace failed anchor bolts and anchor bolt nuts.	EA	10	$850.00	$8,500.00
22	Secure all loose anchor connection hardware	LS	1	$65,000.00	$65,000.00
				TOTAL BASE BID	$1,928,500.00

BRIDGE PAINTING

Item No.	Description	Unit	Est. Quant.	Bid Unit Price	Bid Amount
ALTERNATE 'A'					
A-1	Pressure wash overhead metal truss from deck line to the top	LS	1	$25,000.00	$25,000.00
A-2	Power tool clean areas on overhead truss designated by the Engineer	SF	1,000	$55.00	$55,000.00
A-3	Spot paint areas cleaned in item 24	SF	1,000	$25.00	$25,000.00
				TOTAL PAINTING ALTERNATE 'A'	$105,000.00

ALTERNATE 'B'					
B-1	Painting some of the metal surfaces on the 340'-0" continuous steel truss. Including: a. The end posts (all 4 sides) b. The portal struts and bracing at L0-U1 and L0'-U1' (all four sides) c. The top plate of the top chordd. The verticals from the bottom chord to 8 feet above the deck (all sides) e. The hip verticals from the bottom chord to 8 feet above the deck (all sides) f. The diagonals from the bottom chord to 8 feet above the deck (all sides) g. The steel guard rails and posts to the bottom chord.	LS	1	$925,000.00	$925,000.00
B-2	Waterblasting of the areas noted in item B-1, per section 816 of the MDOT Standard Specification, 2017 Edition	LS	1	$50,000.00	$50,000.00
				TOTAL PAINTING ALTERNATE 'B'	$975,000.00

Item No.	Description	Unit	Est. Quant.	Bid Unit Price	Bid Amount
ALTERNATE 'C'					
C-1	Painting of the overhead part of the 340'-0" continuous steel truss. Including: a. The entirety of the overhead metal truss above the bottom chord. b. The steel guard rails and posts to the bottom chord.	LS	1	$1,450,000.00	$1,450,000.00
C-2	Waterblasting of the areas noted in item C-1, per section 816 of the MDOT Standard Specification, 2017 Edition	LS	1	$50,000.00	$50,000.00
				TOTAL PAINTING ALTERNATE 'C'	$1,500,000.00

ALTERNATE 'D'					
D-1	Painting of all steel parts of the bridge structure including, but not limited to: a. The entirety of the overhead metal truss including the bottom chord. b. All steel components below the deck including: the floor beams, stringers, diagonals, and bearings. c. The steel guard rails and posts to the bottom chord. d. The steel stringers in the concrete approach spans. e. The steel piling.	LS	1	$2,988,000.00	$2,988,000.00
D-2	Waterblasting of the areas noted in item D-1, per section 816 of the MDOT Standard Specification, 2017 Edition	LS	1	$125,000.00	$125,000.00
				TOTAL PAINTING ALTERNATE 'D'	$3,113,000.00

Bid Respectfully Submitted:

Southern Road & Bridge, LLC

Name of Firm or Bidder

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the undersigned, Southern Road & Bridge, LLC. Principal, and Atlantic Specialty 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 18th day of June, 20 26.

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:

RIVER AVENUE PEDESTRIAN BRIDGE REHABILITATION
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.

LUCAS L. [illegible], MANAGING MEMBER

Southern Road & Bridge, LLC.
PRINCIPAL

SOUTHERN ROAD & BRIDGE, LLC LIMITED LIABILITY SEAL 2012 FLORIDA COMPANY

Atlantic Specialty Insurance Company
SURETY

ATLANTIC SPECIALTY INSURANCE COMPANY NEW YORK CORPORATE SEAL 1986

BY:
Keith A. Miller, 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.

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Brian M Battaglia, Christopher A. Howard, James Klingensmith, Keith A. Miller**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 18th day of June, 2026

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

_____
Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2030

Please direct bond verifications to surety@intactinsurance.com

[intact] specialty solutions
INSURANCE

Atlantic Specialty Insurance Company

Period Ended 12/31/2025

Dollars displayed in thousands

Admitted Assets	
Investments:	
Bonds	$ 2,885,455
Preferred Stocks	-
Common Stocks	934,259
Mortgage Loans	-
Real Estate	-
Contract Loans	-
Derivatives	-
Cash, Cash Equivalents & Short Term Investments	1,000,755
Other Investments	29,147
Total Cash & Investments	4,849,616
Premiums and Considerations Due	361,651
Reinsurance Recoverable	34,446
Receivable from Parent, Subsidiary or Affiliates	15,668
All Other Admitted Assets	93,238
Total Admitted Assets	5,354,619

Liabilities and Surplus	
Liabilities	
Loss Reserves	$ 1,403,740
Loss Adjustment Expense Reserves	330,086
Total Loss & LAE Reserves	1,733,826
Unearned Premium Reserve	866,171
Total Reinsurance Liabilities	51,082
Commissions, Other Expenses, and Taxes due	83,583
Derivatives	-
Payable to Parent, Subs or Affiliates	-
All Other Liabilities	1,357,715
Total Liabilities	4,092,377
Capital and Surplus	
Common Capital Stock	9,001
Preferred Capital Stock	-
Surplus Notes	-
Unassigned Surplus	682,458
Other Including Gross Contributed	570,784
Capital & Surplus	1,262,242
Total Liabilities and C&S	5,354,619

State of Minnesota
County of Hennepin

I, Sarah A. Kolar, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2025, according to the best of my information, knowledge and belief.

Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 5th day of March, 2026.

Notary Public

KERRI RIECHERS
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2030

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

SOUTHERN ROAD & BRIDGE, LLC
2997 ALT. 19, STE:B
PALM HARBOR, FL 34683

is duly registered and entitled to perform

1) HEAVY CONSTRUCTION 2) HIGHWAY, STREET AND BRIDGE CONSTRUCTION

We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 7 day of Dec., 2025

CERTIFICATE OF RESPONSIBILITY
No. 21994-MC
Expires Dec. 7, 2026

Joel A. Carroll

CHAIRMAN OF THE BOARD

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 Mississippi Registration of Foreign Limited Liabilities Company Act to be filed in my office do hereby certify:

SOUTHERN ROAD & BRIDGE, LLC

Registered the 21st day of February, 2014

A Florida LIMITED LIABILITY COMPANY has filed the necessary documents in this office and has obtained a certificate of registration to do business in this state, under the provisions of The Mississippi Registration of Foreign Limited Liability Companies Act as shown by the records in this office.

I further certify that said Limited Liability Company has filed in this office an appointment of registration for service of process, with written acceptance endorsed thereon, and/or power of attorney, designating its agent and/or attorney for service of process in this State as:

CORPORATION SERVICE COMPANY
109 Executive Drive , Suite 3
Madison, MS 39110

I further certify that said Limited Liability Company has paid the fees for filing the above papers required by law as shown by the records of this office, and that said Limited Liability Company is in good standing to do business in Mississippi at this time.

Given under my hand and seal of office
the 21st day of November, 2025

Michael Watson

Certificate Number: CN25226643
Verify this certificate online at http://corp.sos.ms.gov/corpconv/verifycertificate.aspx

Michael Watson
SECRETARY OF STATE

Invoice Number: 15689154 **Invoice Date:** 04/15/2025

Customer Information

Lucas L Pappas
715 WESLEY AVE
TARPON SPRINGS, FL 34689-6711

Description	Tracking Number	Qty	Item Cost	Amount Paid
Annual LLC - Online	2025289017		$ 250.00	$ 250.00
MSI Transaction Fee			$ 7.54	$ 7.54

Payment Details

Invoice Total:	$ 257.54
Payment Total:	$ 257.54
Amount Due:	$ 0.00

Payment Method

Payment Type: Credit Card

Include invoice number on all correspondence and send to:

Mississippi Secretary of State's Office
P.O. Box 136
Jackson, MS 39205

To discuss payment for Corporation items call:
(601) 359-1633

F0108
Fee: $ 250

Michael Watson
SECRETARY OF STATE

2025289017

Business ID: 1036271
Filed: 04/15/2025 02:27 PM
Michael Watson
Secretary of State

P.O. BOX 136
JACKSON, MS 39205-0136
TELEPHONE: (601) 359-1633

2025 LLC Annual Report

Business Information

Business ID: 1036271
Business Name: Southern Road & Bridge, LLC
State of Incorporation: FL
Business Email: prequal@southernrb.com
Phone: (***)***-****
FEIN: **-*******

Principal Address: 2997 Alt. 19, Suite B
Palm Harbor, FL 34683

Registered Agent

Name: CORPORATION SERVICE COMPANY
Address: 109 Executive Drive, Suite 3
Madison, MS 39110

Managers and Members

Members

Name:	***Address:***
Lucas L. Pappas *Member*	715 Wesley Avenue Tarpon Springs, FL 34689

Officers

Title/Name:	***Address:***	***Director:***
President:		☐
Vice President:		☐
Secretary:		☐
Treasurer:		☐

☐ This LLC has a written Operating Agreement.

NAICS Code/Nature of Business

237310 - Highway, Street, and Bridge Construction

238320 - Painting and Wall Covering Contractors

Signature

By entering my name in the space provided, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day ***04/15/2025***.

Name:	***Address:***
LUCAS PAPPAS	2997 Alt. 19, Suite B
Other	Palm Harbor, FL 34683

Officers List

Name:	***Address:***
Lucas L. Pappas *Member*	715 Wesley Avenue Tarpon Springs, FL 34689

State of Florida
Department of State

I certify from the records of this office that SOUTHERN ROAD & BRIDGE, LLC is a limited liability company organized under the laws of the State of Florida, filed on October 15, 2012, effective October 15, 2012.

The document number of this limited liability company is L12000131263.

I further certify that said limited liability company has paid all fees due this office through December 31, 2026, that its most recent annual report was filed on March 18, 2026, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eighteenth day of March, 2026



Secretary of State

Tracking Number: 9921726049CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

State of Florida

Department of State

I certify the attached is a true and correct copy of Articles of Organization, as amended to date, of SOUTHERN ROAD & BRIDGE, LLC, a limited liability company, organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this company is L12000131263.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eleventh day of April, 2013

Ken Detzner
Secretary of State

CR2EO22 (1-11)

Electronic Articles of Organization For Florida Limited Liability Company

L12000131263
FILED 8:00 AM
October 15, 2012
Sec. Of State
nculligan

Article I

The name of the Limited Liability Company is:

SOUTHERN ROAD & BRIDGE, LLC

Article II

The street address of the principal office of the Limited Liability Company is:

731 WESLEY AVENUE
TARPON SPRINGS, FL. US 34689

The mailing address of the Limited Liability Company is:

731 WESLEY AVENUE
TARPON SPRINGS, FL. US 34689

Article III

The purpose for which this Limited Liability Company is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The name and Florida street address of the registered agent is:

LUCAS L PAPPAS
731 WESLEY AVENUE
TARPON SPRINGS, FL. 34689

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: LUCAS L PAPPAS

L12000131263
FILED 8:00 AM
October 15, 2012
Sec. Of State
nculligan

Article V

The name and address of managing members/managers are:

Title: MGR
TITAN CONSTRUCTION MANAGEMENT LLC
821 VIRGINIA AVENUE
TARPON SPRINGS, FL. 34689 US

Title: MGR
PAPPAS CIVIL CONTRACTORS LLC
731 WESLEY AVENUE
TARPON SPRINGS, FL. 34689 US

Article VI

The effective date for this Limited Liability Company shall be:

10/15/2012

Signature of member or an authorized representative of a member

Electronic Signature: LUCAS L PAPPAS

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

PAPPAS, LUCAS LOUIS

SOUTHERN ROAD & BRIDGE LLC
715 WESLEY AVE
TARPON SPRING FL 34689

LICENSE NUMBER: CGC1521093

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/18/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Southern Road & Bridge, LLC

of

Palm Harbor, FL

has met or exceeded the requirements set forth in the ***AMPP QP Accreditation Program*** *for*

FIELD APPLICATION OF COATINGS COMPLEX STRUCTURES

AMPP SSPC – QP1

Chief Product and Operations Officer, AMPP

March 31, 2026 – March 31, 2027

Validation Period

Owners are advised to contact qpinfo@ampp.org to verify authenticity of accreditation.
Corporate Headquarters: Houston – 15835 Park Ten Place, Houston, TX 77084
Pittsburgh – 800 Trumbull Drive, Pittsburgh, PA 15205

AMPP™

Southern Road & Bridge, LLC

of

Palm Harbor, FL

has met or exceeded the requirements set forth in the ***AMPP QP Accreditation Program*** *for*



INDUSTRIAL HAZARDOUS PAINT REMOVAL

SSPC – QP 2

CATEGORY "A"

Chief Product and Operations Officer, AMPP

March 31, 2026 – March 31, 2027

Validation Period

Owners are advised to contact qpinfo@ampp.org to verify authenticity of accreditation.
Corporate Headquarters: Houston – 15835 Park Ten Place, Houston, TX 77084
Pittsburgh – 800 Trumbull Drive, Pittsburgh, PA 15205

AMPP™

of

has met or exceeded the requirements set forth in the ***AMPP QP Accreditation Program*** *for*

THERMAL SPRAY METALLIZING
SSPC – QP 6 (Field)

AMPP™ QP 6 METALLIZING SSPC ACCREDITED CONTRACTOR

Chief Product and Operations Officer, AMPP

March 31, 2026 – March 31, 2027

Validation Period

Owners are advised to contact qpinfo@ampp.org to verify authenticity of accreditation.
Corporate Headquarters: Houston – 15835 Park Ten Place, Houston, TX 77084
Pittsburgh – 800 Trumbull Drive, Pittsburgh, PA 15205

NIICAP™
NACE INTERNATIONAL INSTITUTE
CONTRACTOR ACCREDITATION PROGRAM

Accreditation No. 008
Initial Accreditation Date
11 June 2018

This is to certify that

Southern Road & Bridge, LLC

has met the NIICAP Standards of Accreditation.

AS-1 Field

&

AS-2 Hazardous Waste Removal



Helena Seelinger
NACE International Institute Business Services Manager

Accreditation Valid Through
10 June 2020

L. Calvin Jones
Insurance & Surety Bonds

3744 Starrs Centre Drive • P.O. Box 159 • Canfield, Ohio 44406
PH: 330.533.1195 • FAX: 330.533.7583 • www.LCalvinJones.com

April 30, 2026

RE: Southern Road & Bridge, LLC

To Whom it May Concern:

Please be advised that Southern Road & Bridge, LLC. is a valued customer of our agency. We have established a bonding program for Southern Road & Bridge, LLC. in the amount of $100,000,000 single/$250,000,000 aggregate. The current surety is Atlantic Specialty Insurance Company a T-Listed, Best Rated Insurance Company.

Please note that the decision to issue performance and payment bonds is a matter between Southern Road & Bridge, LLC. and their surety company and will be subject to standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability for the contract documents, bond forms, and financing. We assume no liability to third parties or to you if for any reason we do not execute these bonds.

Should you have any questions please contact me.

Best Regards,

Keith Miller
Attorney-In-Fact

Valley

March 4, 2026

Southern Road & Bridge LLC

715 Wesley Ave

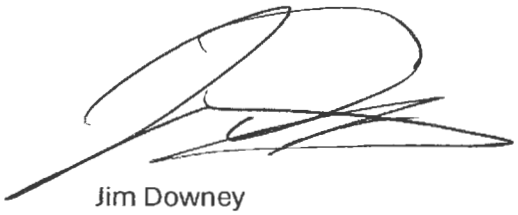
Tarpon Springs, FL 34689

To Whom it may concern:

This letter is to confirm that on 3/11/2025 Southern Road & Bridge LLC $5,000,000 line of credit had an outstanding balance of $0. The line is open and in good standing and currently has the full $5,000,000 available.

If you have any questions, please feel free to contact me.

Sincerely,



Jim Downey
First Vice President
Commercial Loans Relationship Manager III
Valley National Bank
710 E Tarpon Ave. Tarpon Springs, FL 34689
C: 727-580-1513
jdowney@valley.com

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/29/2025

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
Alliant Insurance Services, Inc.
1501 Reedsdale Street, Suite 3005
Pittsburgh PA 15233

License#: 0C36861
SOUTROA-01

CONTACT NAME: Construction Services Group
PHONE (A/C, No, Ext): (412) 863-4531 **FAX (A/C, No):**
E-MAIL ADDRESS: csgpghcertrequest@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Comp	16535
INSURER B : Allied World National Assuranc	10690
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Southern Road & Bridge, LLC
2997 Alt 19 Suite B
Palm Harbor FL 34683

COVERAGES **CERTIFICATE NUMBER:** 1796904771 **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 X LOC OTHER:	Y	Y	GLO 2185745-03	5/1/2025	5/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	BAP 2185746-03	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			0311-1318	5/1/2025	5/1/2026	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Blanket Additional Insured, Blanket Waiver of Subrogation apply to the General Liability and Automobile Liability policies, when required by a written contract.

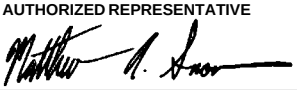
CERTIFICATE HOLDER

For Bidding Purposes Only

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 LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/07/2026

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		
Moore Resources Insurance Agency 4563 Central Avenue St. Petersburg, FL 33713	CONTACT NAME: Whitney Elwart PHONE (A/C, No, Ext): 727-323-0206 FAX (A/C, No): 727-323-0603 E-MAIL ADDRESS: WhitneyE@dmins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Nautilus Insurance Company	17370
INSURED	INSURER B : Signal Mutual Indemnity Association Ltd.	
Southern Road & Bridge, LLC 2997 Alt 19 Suite B Palm Harbor, FL 34683	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 80232834-0** **REVISION NUMBER: 153**

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Contractor Pollution			CPL2039265-12	01/01/2025	05/01/2026	Each Occurence	10,000,000
B	USL&H			N9-72000	01/01/2026	05/01/2026	Statutory Under Act	

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

CERTIFICATE HOLDER

For Bidding Purposes

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

(WME)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/24/2026

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.

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PRODUCER	CONTACT NAME:	Whitney Elwart	
Moore Resources Insurance Agency 4563 Central Avenue St. Petersburg, FL 33713	PHONE (A/C, No, Ext):	727-323-0206	FAX (A/C, No): 727-323-0603
	E-MAIL ADDRESS:	WhitneyE@dmins.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Nautilus Insurance Company	17370
INSURER B :	American Alternative Insurance Corporation	19720
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

Southern Road & Bridge, LLC
2997 Alt 19 Suite B
Palm Harbor, FL 34683

COVERAGES **CERTIFICATE NUMBER: 80232834-0** **REVISION NUMBER: 141**

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Contractor Pollution			CPL2039265-12	01/01/2025	05/01/2026	Each Occurrence	10,000,000
B	P&I Including Crew			OMS-25002190-01	01/01/2025	05/01/2026	Each Occurrence	$1,000,000

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

Blanket Additional Insured with a Waiver of Subrogation with respects to Pollution, only if required by written contract and subject
to the terms, conditions and exclusions as specified in the policy.

CERTIFICATE HOLDER

For Bidding Purposes

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

(WME)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/12/2025

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.

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PRODUCER
SUNZ Insurance Solutions, LLC ID: (Vested)
c/o Vested HR Solutions, LLC
2965 Palm Harbor Blvd
Palm Harbor, FL 34683

CONTACT NAME: Lisa Sevastou
PHONE (A/C, No, Ext): 727-916-1149 **FAX (A/C, No):**
E-MAIL ADDRESS: certs@vestedhr.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Wisconsin Insurance Company	29157
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Vested HR Solutions, LLC
Co-Employer For: Southern Road & Bridge LLC
2965 Palm Harbor Blvd
Palm Harbor FL 34683

COVERAGES **CERTIFICATE NUMBER:** 88251354 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		WC557-00001-026-SZ WC557-00001-025-SZ	1/1/2026 1/1/2025	1/1/2027 1/1/2026	✓ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)**						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

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

Coverage provided for all leased employees but not subcontractors of: Southern Road & Bridge LLC Client Effective: 1/1/2020

CERTIFICATE HOLDER

Southern Road & Bridge, LLC
715 Wesley Avenue
Tarpon Springs FL 34689

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
Rick Leonard

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ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

SOUTHERN ROAD & BRIDGE

2997 US-19 ALT STE B, Palm Harbor, FL 34683
Tel: (727) 940-5395
Fax: (727) 499-7158
www.southernrb.com

WORK IN PROGRESS

SRB JOB NO.	CONTRACT NUMBER	CONTRACT AMOUNT	CATEGORY	PROJECT DESCRIPTION	LOCATION	OWNER	PROJECT MANAGER	BONDING/SURETY FIRM & CONTACT	START DATE	EST COMPLETION DATE	% Self-Performed Work	% COMPLETED	MONIES RECEIVED TO DATE	REMAINING BALANCE	SRB AS SUB
0826	0912-72-802, ETC F 2B25(186)	$4,927,653.00	Bridge Repair, Rehab, and/or Preservation	Misc. bridge repairs, joint replacement, concrete and steel repairs, weld repairs, cleaning and sealing of joints	Harris County, TX	TXDOT 125 East 11th St., Austin, TX 78701 Abigail Rodriguez (512) 416-2540 abigail.rodrigues@txdot.gov	Yanni Skaroulis	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	TBD	TBD	100%	0%	$0.00	$4,927,653.00	
0726		$360,500.00	Bridge Cleaning and/or Painting	Bridge pedestrian railing project	Westminster, CO	City of Westminster 6575 W. 88th Ave., Westminster, Colorado 80031 Monica Herrman (303) 658-2528 mherrman@cityofwestminster.us	Anthony Snow	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	TBD	Dec-26	100%	0%	$0.00	$360,500.00	
0626	D215060	$2,300,600.00	Bridge Cleaning and/or Painting	Contract TAB 26-3BP / D215060 - Buffalo Division Bridge Painting of 3 Bridges at MP 427.94, MP N16.46 and MP N19.67 in Erie County	Erie County, NY	NYSTA 200 Southern Blvd., Albany, NY 12201 Wayne Scott Helser (716) 635-6244 wayne.helser@thruway.ny.gov	Yanni Skaroulis	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	TBD	Nov-26	100%	0%	$0.00	$2,300,600.00	
0426	CSTBG0013020381	$1,304,442.00	Bridge Repair, Rehab, and/or Preservation	Bridge Repair on SR 28 over CNIC RR (Bridge No. 47.6) and I-55 over Clear Creek Road (Bridge No. 65.0A & 65.0B),	Copiah County, MS	MS DOT P.O. Box 1850, Jackson, MS 39215 Neal Dougherty (601) 359-7700 Ndougherty@mdot.ms.gov	Andy Van Veen	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Mar-26	Aug-26	100%	10%	$130,444.20	$1,173,997.80	
0126	0171-0511	$49,138,778.50	Bridge Repair, Rehab, and/or Preservation	Metallizing of 16 Bridges in District 1	Hartford County, CT	CTDOT 1107 Cromwell Ave., Rocky Hill, CT 06067 Daniel Stafko (860) 594-4601 Daniel.stafko@ct.gov	Yanni Skaroulis	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	TBD	Mar-31	100%	0%	$0.00	$49,138,778.50	
2225	20251107002 Federal Aid Project No.: BR-0016(538)	$7,593,015.00	Bridge Repair, Rehab, and/or Preservation	Bridge Repair (Cable Connection Repairs) on SR-16 (US-90) on the Cochrane/Africatown Bridge over the Mobile River in Mobile	Mobile County, AL	ALDOT 1409 Coliseum Blvd., Montgomery, AL 36110 Joe Lister (334) 242-6444 listerj@dot.state.al.us	Yanni Skaroulis	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Jan-26	Mar-27	70%	0%	$0.00	$7,593,015.00	
2125	ITB No. 25-003	$550,191.00	Bridge Repair, Rehab, and/or Preservation	Bel Lido Bridge Rehabilitation	Palm Beach County, FL	Town of Highland Beach 3614 S. Ocean Blvd., Lanelda Gaskins (561) 278-4548 lgaskins@highlandbeach.us	Andy Van Veen Juan Anderson	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Feb-26	May-26	90%	75%	$412,643.25	$137,547.75	
1825	25-0537	$11,482,110.00	Stormwater, Site and/or Civil	Maintenance Project Open channel drainage repair work	Pinellas County, FL	Pinellas County 400 South Ft. Harrison, Sixth Floor, Clearwater, FL, 33756 Michelle Jurek (727) 464-3311 mjurek@co.pinellas.fl.us	George Pappas	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	TBD	TBD	100%	10%	$1,148,211.00	$10,333,899.00	
1725	CHSIP0055022842	$1,478,345.00	Bridge Repair, Rehab, and/or Preservation	Remove & Replace High Friction Surface Treatment on bridge #96.3 A & B	Hind County, MS	MS DOT P.O. Box 1850, Jackson, MS 39215 Neal Dougherty (601) 359-7700 Ndougherty@mdot.ms.gov	Andy Van Veen Juan Anderson	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Mar-26	Aug-26	65%	15%	$221,751.75	$1,256,593.25	
1625	CID 25-2952	$2,479,338.00	Bridge Cleaning and/or Painting	Bridge painting and cleaning, concrete coating and MOT on the Carroll Lee Cropper Bridge (I275)	Boone County, KY	Kentucky Transportation Cabinet 200 Mero St., Frankfort, Kentucky 40601 Chris Schnitzler (859) 341-2700 Chris.Schnitzler@ky.gov	Yanni Skaroulis	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Sep-25	Apr-26	95%	90%	$2,231,404.20	$247,933.80	
1525	PW2024-15	$3,399,862.00	Marine Construction	SW 63rd Ct. Bridge over Twin Lake Canal (Bridge 875400) Repair Project Modifying the existing abutments with 10 ¾" micropiles, removing the double-tee beams, and installing a new superstructure using FDOT Florida Slab Beams with a cast-in-place concrete deck. Additional improvements include new sidewalks, a crashworthy concrete barrier with a bullet rail for pedestrian and bicycle safety, and completion of all DERM-approved canal restoration work.	Miami-Dade County, FL	City of South Miami 6130 Sunset Dr., South Miami, FL 33143 Genaro "Chip" Iglesias (305) 668-2510 chip@southmiamifl.gov	Andy Van Veen Juan Anderson	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	TBD	TBD	100%	10%	$339,986.20	$3,059,875.80	
1425	B250198LND	$544,102.30	Bridge Repair, Rehab, and/or Preservation	Structural repairs on three bridges along Del Prado Blvd.	Lee County, FL	Lee County 2115 Second St., 1st Floor, Fort Myers, FL 33901 Lilla Davis (239) 533-8857 LDavis2@leegov.com	James Caron	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Feb-26	May-26	100%	20%	$108,820.46	$435,281.84	

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WORK IN PROGRESS

SRB JOB NO.	CONTRACT NUMBER	CONTRACT AMOUNT	CATEGORY	PROJECT DESCRIPTION	LOCATION	OWNER	PROJECT MANAGER	BONDING/SURETY FIRM & CONTACT	START DATE	EST COMPLETION DATE	% Self-Performed Work	% COMPLETED	MONIES RECEIVED TO DATE	REMAINING BALANCE	SRB AS SUB
1025	E7U36-R0	$500,000.00	Stormwater, Site and/or Civil	Stormwater pipe repairs and maintenance	Citrus, Hernando, and Pasco Counties, FL	FDOT - District 7 11201 N McKinley Dr., Tampa, FL, 33612 LaShonn Foster (813) 975-6092 lashonn.foster@dot.state.fl.us	George Pappas	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Jul-25	Aug-26	50%	15%	$75,000.00	$425,000.00	
0725	0910-00-143	$3,583,067.00	Bridge Repair, Rehab, and/or Preservation	Bridge repair to bearings and replacing elastomeric bearing pads, traffic control	Smith County, TX	TXDOT 125 East 11th St., Austin, TX 78701 Paul Schneider (903) 510-9286 Paul.Schneider@txdot.gov	Yanni Skaroulis	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Jun-25	Sep-26	90%	70%	$2,508,146.90	$1,074,920.10	
0625	2179	$2,388,198.00	Marine Construction	Repair to St. Augustine Fishing Pier. Repair pile sections 9-16. Decking, benches, lighting, water lines, electric lines, railings, etc., and then reinstalling all items removed with like-kind	St. Johns County, FL	St. Johns County 500 San Sebastian View, St. Augustine, FL 32084 Bryan Matus (904) 209-0148 bmatus@sjcfl.us	Ryan Finnie	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	TBD	TBD	100%	0%	$0.00	$2,388,198.00	
0425	E7Q93	$5,589,511.48	Marine Construction	Sunshine Skyway Bridge Repair/Rehab repair work includes replacing the composite neoprene bearing assemblies, cleaning and coating existing pot bearings in main span units, and replacing selected dolphin's fender units on SR55/I-275 Sunshine Skyway Bridge No. 150189 over Tampa Bay in Pinellas County	Pinellas County, FL	FDOT - District 7 605 Suwannee St., Tallahassee, FL 32399 Julie Ostoski (727) 575-8311 julie.ostoski@dot.state.fl.us	James Caron	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Jul-25	Jul-26	90%	70%	$3,912,658.04	$1,676,853.44	
0325	20250131006 Federal Aid Project No.: BR-0193(509)	$33,659,866.00	Bridge Repair, Rehab, and/or Preservation	Bridge Rehab & Corrosion Mitigation on SR-193 (Dauphin Island Bridge from the Northern End to the Southern End. Length 3.449 mi	Mobile County, AL	ALDOT 1409 Coliseum Blvd., Montgomery, AL 36110 Anthony Fresolone (251) 581-0248 anthony.fresolone@neel-schaffer.com	Ryan Finnie	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	May-25	Jan-29	80%	6%	$2,019,591.96	$31,640,274.04	
1524	E-13-002-201	$34,656,866.00	Bridge Repair, Rehab, and/or Preservation	Walnut Street Pedestrian Bridge Repairs	Chatanooga, TN	City of Chatanooga 1250 Market St., Ste 2100, Chatnooga, TN 37402-2713 Eric Booker (423) 643-6185 ebooker@chattanooga.gov	James Caron Yanni Skaroulis Drossos Strobel	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Mar-25	Sep-26	80%	75%	$25,992,649.50	$8,664,216.50	
0424	24-0211-ITB	$4,674,762.75	Marine Construction	Maintenance and minor repair structures pedestrian bridge box culverts	Pinellas County, FL	Pinellas County 400 South Ft. Harrison, Sixth Floor, Clearwater, FL, 33756 Michelle Jurek (727) 464-3311 mjurek@co.pinellas.fl.us	George Pappas	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Aug-24	Aug-27	100%	66%	$3,085,343.42	$1,589,419.34	
1623	IFB-RH-23-033	$8,349,000.00	Stormwater, Site and/or Civil	Miscellaneous Major Drainage Maintenance Contract	Pasco County, FL	Pasco County 7536 State St., 2nd Floor, New Port Richey, FL Efrain Figueroa (727) 834-3611 efigueroa@pascocountyfl.net	Dallas Fortner	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Sep-24	Sep-27	100%	60%	$5,009,400.00	$3,339,600.00	
1423	21-027	$12,753,368.00	Bridge Repair, Rehab, and/or Preservation	SFTRA Pedestrian Bridge Rehab	Miami-Dade, Broward, and Palm Beach Counties, FL	South Florida Regional Transportation Authority 801 NW 33rd St., Pompano, FL 33064 Aycel Freda (954) 788-7947 fredaa@sfrta.fl.gov	Andy Van Veen Juan Anderson	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Nov-23	Jun-26	85%	85%	$10,840,362.80	$1,913,005.20	
1022	H.011487	$25,969,337.50	Bridge Repair, Rehab, and/or Preservation	Berwick Bay Bridge Rehab	St. Mary Parish, LA	LADOTD 1201 Capitol Access Rd., Baton Rouge, LA 70802 Nicholaus Ray (337) 828-3700 nicholaus.ray@la.gov	Yanni Skaroulis	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	May-23	Nov-26	98%	80%	$20,775,470.00	$5,193,867.50	
1621	IFB-RH-21	$17,100,000.00	Stormwater, Site and/or Civil	Stormwater Culvert Replacement	Pasco County, FL	Pasco County 7536 State St., 2nd Floor, New Port Richey, FL Efrain Figueroa (727) 834-3611 efigueroa@pascocountyfl.net	Dallas Fortner	Nationwide Mutual Insurance Co Kevin Miller 330-533-1195	Feb-22	Feb-27	100%	25%	$4,275,000.00	$12,825,000.00	
2525	0111-08-129	$1,115,100.00	Bridge Repair, Rehab, and/or Preservation	Bridge Rehab in Brazoria County	Brazoria County, TX	TXDOT 125 East 11th St., Austin, TX 78701 Greg Williams (512) 463-8588 ramoore@ieaworld.com	Yanni Skaroulis	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Jan-26	Dec-26	100%	0%	$0.00	$1,115,100.00	
2425	25-8410	$1,076,597.00	Bridge Repair, Rehab, and/or Preservation	Barron River Bridge Repairs	Collier County, FL	Collier County 2885 South Horseshoe Dr., Naples, FL 34104 Robert White (239) 252-5762 Robert.White@collier.gov	James Caron	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	TBD	TBD	100%	0%	$0.00	$1,076,597.00	

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WORK IN PROGRESS

SRB JOB NO.	CONTRACT NUMBER	CONTRACT AMOUNT	CATEGORY	PROJECT DESCRIPTION	LOCATION	OWNER	PROJECT MANAGER	BONDING/SURETY FIRM & CONTACT	START DATE	EST COMPLETION DATE	% Self-Performed Work	% COMPLETED	MONIES RECEIVED TO DATE	REMAINING BALANCE	SRB AS SUB
0226	251212-C06	$1,989,827.40	Bridge Repair, Rehab, and/or Preservation	Bridge rehabilitation over the Missouri River, the total length of improvement being 0.801 miles	Platte County, MO	MODOT 9400 E 43rd St., Kansas City, MO 64133 Steven Sandifer (816) 927-9214 steven.sandifer@modot.mo.gov	Yanni Skaroulis	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Jan-26	Dec-27	100%	30%	$596,948.22	$1,392,879.18	

AS SUB-CONTRACTOR

0326	4674110	$2,347,250.00	Bridge Repair, Rehab, and/or Preservation	2026 Interstate Preservation I-77 83-91	York County, SC	SCDOT Prime Contractor: Blythe Construction, Inc. 2911 N. Graham St., Charlotte, NC 28206 Thomas Clark (704) 375-8474	Andy Van Veen	N/A	TBD	TBD	N/A	0%	$0.00	$2,347,250.00	X

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COMPLETED WORK

Filter	SRB Job No.	Contract Number	Contract Amount	Category	Contract Name & Description	Location	Owner	Project Manager	Surety Company	Start Date	Finish Date	% Self-Performed Work	SRB AS SUB
250011	1125	PWL26-0008	$ 977,203.45	Stormwater, Site and/or Civil	Emergency sink hole repairs	Pasco County, FL	Pasco County 7536 State St., 2nd Floor New Port Richey, FL Efrain Figueroa (727) 834-3611 efigueroa@pascocountyfl.net	Dallas Fortner	N/A	Aug-25	Jan-26	100%	
250009	0925	23-382	$ 659,825.00	Bridge Repair, Rehab, and/or Preservation	Bridge Pedestrian Railing Paint Project	Westminster, CO	City of Westminster 6575 W. 88th Ave., Westminster, Colorado 80031 Monica Mayfield (303) 658-2501 mmayfiel@westminsterco.gov	Anthony Snow	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Jul-25	Sep-25	100%	
250008	0825	E3Y02	$ 1,467,009.00	Bridge Repair, Rehab, and/or Preservation	Bridge Repair / Rehabilation	Bay County, FL	FDOT - District 3 1074 Highway 90, Chipley, FL 32428 Karen Woodham (850) 330-1340 Karen.Woodham@dot.state.fl.us	Ryan Finnie	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Jul-25	May-26	100%	
250002	0225	754024	$ 58,774.00	Bridge Repair, Rehab, and/or Preservation	Cleaning and Sealing Concrete Surfaces	Orange County, FL	Orange County 4200 S John Young Pkwy., Orlando, FL 32839 Arthuro Patulot (407) 836-7781 Arthuro.Patulot@ocfl.net	Ryan Finnie	N/A	Feb-25	Apr-25	100%	
250001	0125	DJ00538	$ 3,401,891.25	Bridge Repair, Rehab, and/or Preservation	Tip# br-0189 bridge preservation-deck repair, latex modified Concrete bridge #590348 on sr 2074 (beatties ford rd) over nc 16 & cs x railroad (csx rr milepost sf 332 and dot #631416g)	Mecklenburg County, NC	NCDOT - Division 10 716 W. Main St., Albemarle NC, 28001 Jason Brooks (704) 983-4400	James Caron	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Feb-25	Dec-25	80%	
240024	2424	B2443	$ 2,101,917.50	Bridge Repair, Rehab, and/or Preservation	Cobb Parkway Pedestrian Bridge Repair / Rehabilitation Cleaning and resealing bridge deck joint, minor structural steel repair, cleaning and painting steel structures, replacement of side panels, and replacement of lighting.	Cobb County, GA	Cobb County 1890 County Services Pkwy., Marietta, Georgia 30008 Gabriel Colon Vega (770) 528-1600 Gabriel.Colonvega@cobbcounty.org	Andy Van Veen	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Feb-25	Sep-25	90%	
240023	2324	241115-F02	$ 7,654,600.00	Bridge Repair, Rehab, and/or Preservation	Concrete- Very Early Strength Overlay, Joint Replacement on Route I-70 St. Louis County. 12 Bridge paintings from Route 115 interchange to east of I-170 interchange, the total length of improvement being 1.458 miles.	St. Louis County, MO	MODOT 1590 Woodlake Dr., Chesterfield, Missouri 63017 Brad Burnworth (618) 409-7482 bburnworth@gocos.net	John Koulianos	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Mar-25	Jan-26	70%	
240022	2224	IFB-KM-25-016	$ 728,679.00	Bridge Repair, Rehab, and/or Preservation	Structural steel repair, cleaning & painting of existing steel	Pasco County, FL	Pasco County 7536 State St., 2nd Floor, New Port Richey, FL 34654 Efrain Figueroa (727) 834-3611 efigueroa@pascocountyfl.net	Dallas Fortner	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Dec-25	May-26	100%	
240021	2124	IFB-KM-25-015	$ 836,441.50	Bridge Repair, Rehab, and/or Preservation	Beams, bearing replacement, concrete diaphragm repair, epoxy	Pasco County, FL	Pasco County 7536 State St., 2nd Floor, New Port Richey, FL 34654 Efrain Figueroa (727) 834-3611 efigueroa@pascocountyfl.net	Dallas Fortner	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Jan-25	Jun-25	100%	
240020	2024	Y25-703	$ 1,165,792.00	Bridge Repair, Rehab, and/or Preservation	L.B McLEOD Road Bridge Anchor Bolt and Sole Plate Replacement, Beam Web Strengthening, Bearing Pad Replacement, and Steel Beam Cleaning, Corrosion Removal and Recoating	Orange County, FL	Orange County 4200 S John Young Pkwy., Orlando, FL 32839 Arthuro Patulot (407) 836-7781 Arthuro.Patulot@ocfl.net	Ryan Finnie	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Feb-25	Aug-25	98%	
240019	1924	E3X74	$ 1,642,741.90	Marine Construction	Bridge Rehab (Pile Jacking) Installing pile jackets with galvanic cathodic protection system at selected bent locations as noted in the Plans, and other incidental construction for SR 8 (I-10) over Escambia Bay, Bridge Nos. 480213 and 480214 in Escambia County	Escambia County, FL	FDOT - District 3 1074 Hwy 90 East, Chipley, FL 32428 Lauren Jarvis (850) 330-1366 Lauren.Jarvis@dot.state.fl.us	Ryan Finnie	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	May-25	May-27	98%	

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COMPLETED WORK

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240018	1824	CSTBG0836000162	$ 1,767,468.00	Bridge Repair, Rehab, and/or Preservation	Bridge Rehab on SR 322 over the Panola & Quitman Floodway	Panola County, MS	MS DOT P.O. Box 1850, Jackson, MS 39215 Neal Dougherty (601) 359-7700 Ndougherty@mdot.ms.gov	Ryan Finnie	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Nov-24	Nov-25	90%	
240016	1624	ITB-24-14666	$ 1,725,999.80	Bridge Repair, Rehab, and/or Preservation	Kings Highway Bridge Repair	Osceola County, FL	Osceola County 1 Courthouse Sq., Suite 3100, Kissimmee, FL 34741 Linette Matheny (407) 742-0543 Linette.Matheny@osceola.org	Andy Van Veen Juan Anderson	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Mar-25	Feb-26	90%	
240014	1424	24-106	$ 1,593,586.00	Marine Construction	North Museum Point Bridge Repair Project over Indian River Crystal River Spall repairs, cleaning and sealing concrete surfaces, bridge deck expansion joints, coating existing steel structure, guardrail, asphalt pavement	Citrus County, FL	Citrus County 3600 W. Sovereign Path, Ste 241, Lecanto, FL 34461 Charles Leazott (352) 527-5269 charles.leazott@citrusbocc.com	Ryan Finnie	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Jan-25	May-25	85%	
240013	1324	Re-Bid 23-12	$ 1,977,250.00	Bridge Repair, Rehab, and/or Preservation	Yankees Ramp Repair Project (Pedestrian Walkway) hollow core planks, concrete slab, guardrails, spall repairs, concrete penetrating sealer	Tampa, FL	Tampa Sports Authority 4201 N Dale Mabry Hwy., Tampa, FL 33607 Deltecia Jones (813) 350-6511 djones@tampasportsauthority.com	Andy Vanveen	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Oct-24	Jun-25	100%	
240011	1124	CSTBG0013020372 STBG-0013-02(037)/109589 301 & 302	$ 1,541,120.00	Bridge Repair, Rehab, and/or Preservation	SR 28 over pearl river emergency bridge repair Shoring/ bracing, truss member replacement	Copiah and Simpson Counties, MS	MSDOT 401 N. West St., Jackson, MS 39201 Neal Dougherty (601) 359-7249 Ndougherty@mdot.ms.gov	James Caron	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Jul-26	Jan-25	100%	
240010	1024	24-011	$ 942,200.00	Bridge Repair, Rehab, and/or Preservation	Poplar street bridge repair pavement marking & striping, steel repairs	Griffin, GA	City of Griffin 100 South Hill St., Griffin, GA 30223 Jason Graham (770) 412-7700 jagraham@pcgeng.com	James Caron	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Oct-24	Jan-25	95%	
240009	0924	242988	$ 2,865,160.00	Bridge Repair, Rehab, and/or Preservation	I-65 Kennedy bridge steel repairs Corring typical, barrier removal, grinding, pavement striping.	Jefferson County, KY	KYTC 200 Mero St., Frankfort, KY 40622 Larry Collins (502) 764-0858 Larry.collins@ky.gov	James Caron	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Sep-24	Apr-25	50%	
240007	0724	24-14388	$ 172,002.50	Bridge Repair, Rehab, and/or Preservation	Bridge No. 924169: Celebration crack injection and sealing, cleaning and seal concrete surfaces, guard rail removal & installation at Celebration Pl. over C-2 Canal	Osceola County, FL	Osceola County 1 Courthouse Sq., Ste 3100, Kissimmee, FL 34741 Jose Ortiz (407) 742-0506 jose.ortiz4@osceola.org	Juan Anderson	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Sep-24	Apr-25	80%	
240006	0624	Y24-720	$ 1,246,290.00	Bridge Repair, Rehab, and/or Preservation	Emergency west orange trail bridge deficiency repairs Class IV concrete, spall repairs, cleaning and sealing concrete surfaces, bridge deck expansion joints, coating existing steel structure	Orange County, FL	Orange County 4200 S John Young Pkwy., Orlando, FL 32839 Arthuro Patulot (407) 836-7781 Arthuro.Patulot@ocfl.net	George Pappas	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Jun-24	Nov-24	100%	
240005	0524	2022100010	$ 8,032,500.00	Bridge Repair, Rehab, and/or Preservation	Earl M. Vickers Memorial Bridge Rehabilitation Bridge cleaning, concrete protective coating, steel protecting coating, containment & disposal	Fayette, WV	WVPA 41 Mission Way., Scott Depot, WV 25560 Laine Shrewsbury (304) 760-1840 lshrewsbury@hntb.com	Yanni Skaroulis	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Sep-24	Oct-25	90%	
240003	0324	0306-03-139	$ 10,927,787.80	Bridge Repair, Rehab, and/or Preservation	Rainbow Bridge Maintenance	Jefferson County, TX	TXDOT 125 East 11th St., Austin, TX 78701 Greg Williams (512) 463-8588 ramoore@ieaworld.com	Yanni Skaroulis	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Sep-24	May-26	70%	
230021	2123	C204902	$ 8,548,000.29	Bridge Repair, Rehab, and/or Preservation	Cape Fear Memorial Bridge Preservation. 0.575 miles	New Hanover, NC	NCDOT - Division 5 1020 Birch Ridge Dr., Raleigh, NC 27610 Ronald Davenport (919) 707-6900	James Caron	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Dec-23	May-24	80%	

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230020	2023	PD 23-24.003 PO No. 241299	$ 4,276,304.00	Marine Construction	Cassino Beach Fishing Pier - FEMA Project conduit furnish and installation, lightning conductor & insulators, waterlines, timber removal	Escambia County, FL	Escambia County 221 S. Palafox Pl., Pensacola, FL 32502 Dmitrii Trokhin (850) 595-3440	James Caron	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Jan-24	May-24	90%	
230019	1923	23-13739	$ 1,350,887.89	Bridge Repair, Rehab, and/or Preservation	Osceola County 23 - 13739 Old Lake Wilson Rd Culverts, coating existing steel structure, flowable fill.	Osceola County, FL	Osceola County 1 Courthouse Sq., Ste 3100, Kissimmee, FL 34741 Allen Gault (407) 460-9322 agault@consoreng.com	Dallas Fortner	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Mar-24	Oct-24	95%	
230018	1823	23-13957	$ 875,418.39	Bridge Repair, Rehab, and/or Preservation	Osceola County 23 - 13957 Old Tampa Hwy removal of existing concrete, channel excavation, bridge deck expansion joint, rehabilation, cleaning & coating concrete surfaces.	Osceola County, FL	Osceola County 1 Courthouse Sq., Ste 3100, Kissimmee, FL 34741 Allen Gault (407) 460-9322 agault@consoreng.com	Dallas Fortner	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Apr-24	Nov-24	100%	
230017	1723	K27	$ 855,000.00	Bridge Cleaning and/or Painting	Bridge Strutural Recoating	Amherst & Campbell Counties, VA	VDOT 4219 Campbell ., Lynchburg, VA 24501 Vincent Mayberry (434) 856-8289 vincent.mayberry@vdot.virginia.gov	Theo Mamouzelos	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Jul-24	Nov-24	100%	
230015	1523	-	$ 471,680.00	Stormwater, Site and/or Civil	Pasco County Sink Hole Primart injection pipe istallation, grouting, dirt removal/replacement	Pasco County, FL	Pasco County 7536 State St., 2nd Floor, New Port Richey, FL 34654 Efrain Figueroa (727) 834-3611 efigueroa@pascocountyfl.net	Dallas Fortner	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Jul-23	Nov-23	90%	
230013	1323	E8U06	$ 4,494,079.81	Marine Construction	Spall repairs, cleaining and sealing concrete surfaces, integral pile jacket, demolition of concrete, articulating concrete block revetment.	Okeechobee, Osceola, & St. Lucie Counties, FL	FDOT - Turnpike P.O. Box 9828, Fort Lauderdale, FL 33310 Randall Scott (954) 975-4855 randall.scott@dot.state.fl.us	Ryan Finnie	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Nov-23	Oct-24	95%	
230012	1223	XE3434	$ 17,896,684.00	Bridge Repair, Rehab, and/or Preservation	Pioneer Memorial Bridge Damaged rivet replacement, sealing and caulking pack rust, abrasive blasting & painting bridge structure.	Benton & Franklin Counties, WA	WSDOT 310 Maple Park Ave SE., P.O. Box 47420 Olympia, WA 98504-7420 Alex Sanguino (509) 222-2403 sanguia@wsdot.wa.gov	John Koulianos	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Nov-23	Feb-24	90%	
230011	1123		$ 450,000.00	Bridge Repair, Rehab, and/or Preservation	SH 228 Pavement joint repair, bridge joint repair, pavement crack repair	Houston, TX	Blueridge Trans. Group, LLC for TXDOT 6538 South Fwy, Houston, TX 77021-5931 David Banfield (281) 904-2137 David@btg288.com	Ryan Finnie	N/A	Jul-23	5 Year Maintenance	N/A	✓
230010	1023	E6O05	$ 881,938.60	Marine Construction	Spall repairs, latex modified mortar, cleaining and sealing concrete surfaces, integral pile jacket	Monroe County, FL	FDOT - District 6 1000 N.W. 111th Ave., Miami, FL 33172 Dru Badri (305) 401-1560 dru.badri@dot.state.fl.us	Ryan Finnie	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Nov-23	Apr-24	95%	
230009	0923	2223-05	$ 55,000.00	Tank Cleaning and/or Painting	Atlantic beach tank exterior painting of ground storage tanks	Atlantic Beach, FL	City of Atlantic Beach 902 Assisi Ln., Atlantic Beach, FL 32233 Troy Stephens (904) 247-5886 jdsmith@coab.us	Steve Moutzalias	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Jun-23	Aug-23	100%	
230008	0823	Y23-774	$ 501,522.00	Marine Construction	Emergency Bridge Painting, spall repairs, epoxy creack injection, deck expansion joints, anchor bolt replacement	Orange County, FL	Orange County Government 4200 S John Young Pkwy., Orlando, FL 32839 Arthuro Patulot (407) 836-7781 Arthuro.Patulot@ocfl.net	George Pappas	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Aug-23	Feb-24	100%	

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230007	0723	Project No. 4559	$ 495,768.00	Tank Cleaning and/or Painting	Reservoir 8 Tank Painting and coating of interior surfaces of tank.	Bremerton, WA	City of Bremerton 345 Sixth St., Ste 100., Bremerton, WA 98337 William Davis (360) 473-2323 William.Davis@ci.bremerton.wa.us	Steve Moutzalias	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	May-23	Sep-23	95%	
230006	0623	IFB-PWU-23-382	$ 607,925.00	Bridge Repair, Rehab, and/or Preservation	Westminster bridge pedestrian railing project	Westminster, CO	City of Westminster 6575 W. 88th Ave., Westminster, Colorado 80031 Monica Herrman (303) 658-2528 mherrman@cityofwestminster.us	Steve Moutzalias	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	May-23	Dec-23	100%	
230005	0523		$ 314,800.00	Marine Construction	1st ave. fishing pier rehabilation, spall repairs, and pedestrian railing installation	St. Pete Beach, FL	City of St. Pete Beach 155 Corey Ave., St. Pete Beach, FL 33706 Brett Warner (727) 363-9254 bwarner@stpetebeach.org	George Pappas	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Sep-23	Mar-24	85%	
230004	0423	E4W14	$ 4,294,621.78	Bridge Cleaning and/or Painting	Cleaning and coating concrete surfaces, epoxy concrete overlay for bridge deck, penetrating sealer application. Moveable bridge (counterweight adjustment, preventative maintenance, routine repair operations), and structural steel (coating) for Bridge No. 860622 and Bridge No. 860623 along State Road A1A (17th Street Causeway) for 0.369 miles	Broward County, FL	FDOT - District 4 6 Palermo Ave., Coral Gables, FL 33134 Al Banz (305) 262-1925 abanz@pinnaclecei.com	Juan Anderson	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	May-23	Feb-24	80%	
230003	0323	H93	$ 3,579,867.24	Bridge Repair, Rehab, and/or Preservation	Anchor bolt and Grout Replacement, Coleman Bridge	York, VA	VDOT 1401 E. Broad St., Richmond, Virginia 23219 James Klotz (757) 274-2552 james.klotz@vdot.virginia.gov	James Caron	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Mar-23	Jul-24	90%	
230002	0223	BP-2-23	$ 727,210.00	Bridge Cleaning and/or Painting	Full cleaning the structure using SP10 standards, blasing & painting of bridge	Raleigh County, WV	WVPA 41 Mission Way., Scott Depot, WV 25560 Laine Shrewsbury (304) 760-1840 lshrewsbury@hntb.com	John Koulianos	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	May-23	Jun-23	100%	
230001	0123	722218	$ 1,147,452.26	Marine Construction	Pile Jacketing and Spall Repairs on MUD Bridge	Corpus Christi, TX	Haas Anderson for City of Corpus Christi 1402 Holly Rd, Corpus Christi, TX 78417 Drew Cullen (361) 853-2535 dcullen@haas-anderson.com	Ryan Finnie	N/A	Apr-23	Jun-23	N/A	✓
220014	1422	E6O02	$ 779,454.50	Marine Construction	Bridge Repair - Rehab cathodic protection system, spall repairs, epoxy concrete overlay, crack injection & sealing	Miami, FL	FDOT - District 6 1000 NW 111th Ave., Miami, FL 33172 Juan Alonso (786) 203-6066 alonsoj@a2group.com	Ryan Finnie	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	May-23	Dec-23	100%	
220013	1322	22110	$ 320,000.00	Marine Construction	Point Cadett Marina Improvements	Biloxi, MS	Andercorp, LLC For City of Biloxi 119 Beach Blvd., Biloxi, Mississippi 39530 Roy Anderson, III (228) 676-7070 ra3@andercorp.com	Ryan Finnie	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	May-23	Dec-23	N/A	✓
220012	1222	22CN0004055	$ 824,767.93	Stormwater, Site and/or Civil	Spillway Reconstruction & Repairs sturctural concrete repair, cleaning & sealing joints & concrete surfaces, subsurface polyurethene injection	Citrus County, FL	Southwest Florida Water Management District 2379 Broad St., Brooksville, FL 34604 Robin Bailey (352) 448-8462 Robin.Bailey@swfwmd.state.fl.us	George Pappas	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Nov-22	Nov-23	90%	
220011	1122	BID # 22024 C.I.P. No. W-85	$ 1,173,225.60	Tank Repair and/or Rehab	Parksite Reservoir Interior Recoating and Rehabilitation/Repairs handrail replacement, cleaning and coating existing steel structure, sealing and caulking	Bellevue, WA	City of Bellevue 450 110th Ave NE, Bellevue, WA 98006 Andrea Sanders (425) 452-5234	Steve Moutzalias	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Jan-23	Aug-23	100%	
220009	0922	CCMG 2022-1	$ 239,000.00	Bridge Repair, Rehab, and/or Preservation	Winamac Pedestrian Bridge Improvements	Winamac, IN	Town of Winamac 120 W. Main St., Winamac, IN 46996 Paul Vincent (219) 250-1250 paul@theameconsulting.com	Steve Moutzalias	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Sep-22	Jan-23	100%	

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220008	0822	RH-21-066	$ 483,675.00	Stormwater, Site and/or Civil	Stormwater Culvert Replacement Chancey Rd. - Morris Bridge	Pasco County, FL	Pasco County 7536 State St., 2nd Floor, New Port Richey, FL 34654 Efrain Figueroa (727) 834-3611 efigueroa@pascocountyfl.net	Dallas Fortner	Nationwide Mutual Insurance Co Kevin Miller 330-533-1195	May-22	Aug-22	100%	
220007	0722	E3U83	$ 2,363,975.80	Bridge Repair, Rehab, and/or Preservation	East Pass Bridge Repairs expansion joint removal, joint sealent, removal of bearings, concrete surface penetrating sealer, superstructure repairs	Okaloosa, FL	FDOT - District 3 1074 Hwy 90, Chipley, FL 32428 Ron Bryson (850) 768-1623 ron.bryson@searightgroup.com	George Pappas	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Nov-22	Nov-23	80%	
220006	0622	PB 22-5	$ 2,232,358.10	Bridge Repair, Rehab, and/or Preservation	James L. Turnage Blvd Bridge Repairs Cleaning and coating concrete surfaces class 5, crack inject & seal, friction course repair	Palm Beach County, FL	Palm Beach International Airport 846 Palm Beach International Airport, West Palm Beach, FL 33406 George Santos (561) 681-5121 gsantos@pbia.org	Juan Anderson Keith Chin	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Nov-22	Nov-23	80%	
220005	0522	Project 18238 Contract 29219	$ 5,641,066.00	Bridge Repair, Rehab, and/or Preservation	Hampton Boulevard Northbound Bridge Rehabilitation, expansion joint removal, joint sealent, type A milling, removal of bearings, LMC overlay, concrete surface penetrating sealer, superstructure repairs	Norfolk, VA	City of Norfolk 810 Union St., Ste 700, Norfolk, VA 23510 Tammy Halstead (757) 664-4602 Tammy.Halstead@norfolk.gov	James Caron Drossos Strobel	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Sep-22	Oct-23	70%	
220004	0422	436436-1-52-13 / DOT-RFP-22-5007-LMBP	$ 3,735,000.00	Bridge Cleaning and/or Painting	Central Florida Rail Corridor (CFRC) Lake Monroe Drawbridge Painting Abrasive blasting & painting, new structural steel.	Volusia County, FL Seminole counties, FL	FDOT - District 5 719 S. Woodland Blvd., Deland, FL 32720 Marc Gregory (407) 547-3032 mgregory@hntb.com	Manoli Triantafillos	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Oct-22	Oct-23	100%	
220003	0322	XX1775177	$ 6,131,670.00	Bridge Repair, Rehab, and/or Preservation	High Friction Surface Treatment of Various Roadways	Statewide	Maryland State Highway Authority 7450 Traffic Dr., Hanover, MD 21076 (443) 572-5200	Andy Vanveen	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Sep-22	Aug-24	70%	
220002	0222	H.014323.6	$ 3,013,953.59	Marine Construction	Mississippi River Bridge Fender Repair (Pier 6) on Route I-10 removal of fender system, hydro blast structural concrete, reinforced composite timber, concrete patching	East Baton Rouge Parish, LA	LADOTD 8100 Airline Hwy., Baton Rouge, LA 70821 Alanna DiVittorio (225) 925-7921 alanna.divittorio@la.gov	Ryan Finnie	Atlantic Specialty Insurance Co Keith Miller 330-533-1195	Sep-22	Feb-23	80%	
220001	0122	E4V29	$ 1,498,039.80	Marine Construction	SR A1A/17th St. over Mercedes River removal of existing deck, cathodic protection system, spalll repairs, latex modified mortar	Fort Lauderdale, FL	FDOT - District 4 3400 W. Commercial Blvd., Fort Lauderdale, FL 33309 Tapesh Sookram (954) 940-7619 Tapesh.sookram@dot.state.fl.us	Juan Anderson	Nationwide Mutual Insurance Co Kevin Miller 330-533-1195	Apr-22	Nov-22	90%	
210015	1521	3049	$ 5,466,600.00	Bridge Cleaning and/or Painting	U.S. (Huey P. Long) Mississippi River Bridge Repainting Segment 8 East Approach Towers 37E - 61 E and Girders 36E - 61 E	New Orleans, LA	New Orleans Public Belt Railroad 4822 Tchoupitoulas St., New Orleans, LA 70115 Carl T. Kocur (504) 896-7410 Carl.Kocur@railnola.com	Jason Cheramie	Nationwide Mutual Insurance Co Kevin Miller 330-533-1195	Mar-22	Jan-23	90%	
210014	1421	H.010017	$ 3,403,382.00	Bridge Repair, Rehab, and/or Preservation	US 90Z: Westbank Expressway Rehab bridge substructure repair, epoxy injection, bearing replacement	Jefferson Parish, LA	LADOTD 1201 Capitol Access Rd., Baton Rouge, LA 70802 Corbett Hollier (504) 376-0210 Corbett.Hollier@LA.GOV	Panos Aivatoglou	Nationwide Mutual Insurance Co Kevin Miller 330-533-1195	Feb-22	Aug-22	90%	
210013	1321	2019-3005-01 2020-3005-06	$ 1,099,040.00	Bridge Repair, Rehab, and/or Preservation	Bridge Maintenance and Repairs coating existing bridge, deak sealer, epoxy crack injection, chemical grouting, spall repairs	Mobile, AL	City of Mobile 11 N. Water St., Ste 14290, Mobile, AL 36602 J. Brooks Miller, Jr. (251) 380-0898 jake.clements@cityofmobile.org	George Papppas Eric Angula	Nationwide Mutual Insurance Co Kevin Miller 330-533-1195	Nov-21	Mar-22	95%	
210012	1221	0064-965-400, B620-B625, M501	$ 5,921,855.50	Bridge Repair, Rehab, and/or Preservation	Structural Steel Interstate Bridge Repairs to include replace anchor bolts, reinstall structural steel diaphragms, beam/girder replacement, embedd glavanic anodes, jacking beam, replace rocker bearings, substruct concrete surface repair	Norfolk & Virginia Beach, VA	VDOT 7511 Burbage Dr., Suffolk, Virginia 23435 John Arms (757) 995-5156 john.arms@vdot.virginia.gov	James Caron	Nationwide Mutual Insurance Co Kevin Miller 330-533-1195	Feb-22	Dec-22	75%	

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210011	1121	EWR095856	$ 919,705.50	Bridge Repair, Rehab, and/or Preservation	PSP Banana River Relief Bridge Structural Repairs	Kennedy Space Center, FL	Heard Construction, Inc. for PSP, Inc. 95 E Hall Rd., Merritt Island, FL 32953 Susan Vingris (321) 877-6946 svingris@heardconstruction.com	George Pappas	Nationwide Mutual Insurance Co Kevin Miller 330-533-1195	Oct-21	Feb-22	N/A	✓
210010	1021	21B-041	$ 171,250.00	Tank Cleaning and/or Painting	WWTP Chlorine Contact Tank Coating	The Villages, FL	Village Center Community Dev. District 3571 Kiessel Rd., The Villages, FL 32163 Erika Barrett (352) 753-4747 erika.barrett@arnettenvironmental.com	Steve Moutzalias	N/A	Apr-22	Jul-22	100%	
210009	0921	2009014	$ 276,250.00	Bridge Repair, Rehab, and/or Preservation	Bridge Overlay	San Antonio, TX	Harper Brothers Construction for the City of San Antonio 654 N Sam Houston Pkwy, Ste 330 Houston, TX 77060 Dennis Remmers (210) 740 0099	Ryan Finnie	N/A	Oct-22	Nov-22	N/A	✓
210008	0821	21-B-07	$ 227,203.57	Bridge Repair, Rehab, and/or Preservation	Bridge Maintenance Repair Project deak sealer, epoxy crack injection, chemical grouting, spall repairs	Crystal River, FL	City of Crystal River 123 NW Hwy 19., Crystal River, FL 34428 Kevin Lemieux (352) 795-4216 klemieux@crystalriverfl.org	George Pappas	Nationwide Mutual Insurance Co Kevin Miller 330-533-1195	Aug-21	Oct-21	100%	
210007	0721	83-2021	$ 18,243,776.70	Bridge Cleaning and/or Painting	Morrison Bridge Spans Painting Project bridge deck removal, shoring, cofferdam, replacement of FRP sidewalk, strutural steel maintainance, steel coating, pack rust removal.	Multnomah County, OR	Multnomah County 1403 S.E. Water Ave., Portland, OR 97214 Kenneth Huntley (971) 255-7125 kenneth.r.huntley@multco.us	Yanni Skaroulis	Nationwide Mutual Insurance Co Kevin Miller 330-533-1195	Dec-21	Jul-23	85%	
210006	0621	BP-1-22	$ 16,827,266.72	Bridge Cleaning and/or Painting	Chuck Yeager Memorial Bridge Bridge Painting walkway removal, concrete protective coating, clean & paint steel structure	Kanawha County, WV	WVPA 41 Mission Way., Scott Way, WV 25560 Joshua DeWeese (304) 760-1832 jdeweese@hntb.com	John Koulianos	Nationwide Mutual Insurance Co Kevin Miller 330-533-1195	Oct-21	Jun-23	90%	
210005	0521	ITB-16-0-2020/GI	$ 174,350.00	Marine Construction	Sunrise Cay Bridge-Phase 6 Pile Jackets & Tie rod replacement	Key Largo, FL	General Asphalt Co., Inc. for Ocean Reef Community Association 4850 NW 72 Ave., Miami, FL 33166 Robert Lopez (305) 592-3480 Robert@generalasphalt.com	Juan Anderson	N/A	Jul-21	Aug-21	N/A	✓
210004	0421	C1588A	$ 2,802,209.35	Marine Construction	Rehab Underdeck Concrete - Phase 4	Jacksonville, FL	Jacksonville Port Authority 2831 Talleyrand Ave., Jacksonville, FL 32206 Jose Vazquez (904) 357-3055 Jose.Vazquez@jaxport.com	Juan Anderson	Frankenmuth Mutual Insurance Company Kevin Wojtowicz 727-209-1803	May-21	Dec-22	100%	
210003	0321	20701	$ 60,000.00	Bridge Repair, Rehab, and/or Preservation	Perform jacket installation and pumping, intall a rebar cage and attach zinc anode, welding drilling and dive operations	Michould, LA	Prime Contractor: Satco, Incorporated P.O. Box 83377., Baton Rouge, LA 70884 Kevin P. Babin kbabin@waskey.com	Ryan Finnie	N/A	Feb-21	Mar-21	N/A	✓
210001	0121	21-00126	$ 3,079,454.00	Bridge Repair, Rehab, and/or Preservation	Rehabilitaion of Pungo River Bridge epoxy overlay, repair expansion joints, zone coating existing sturcture, end beam repairs	Virginia Beach, VA	City of Virginia Beach 2388 Court Plaza Dr., 1st Floor, Virginia Beach, VA 23456 James Evans (757) 385-1470 jrevans@vbgov.com	James Caron	Frankenmuth Mutual Insurance Company Kevin Wojtowicz 727-209-1803	Feb-21	Oct-21	70%	
200020	2020	P12484	$ 1,116,211.96	Tank Repair and/or Rehab	Refurbishment of the Fiveash WWTP 5 MG Steel Ground Storage Tank (North)	Fort Lauderdale, FL	City of Fort Lauderdale 100 North Andrews Ave., 4th Floor, Fort Lauderdale, FL 33301 Daniel Fisher (954) 828-5850 Dfisher@FortLauderdale.gov	Steve Moutzalias	Frankenmuth Mutual Insurance Company Kevin Wojtowicz 727-209-1803	Mar-21	Jun-21	95%	
200019	1920	009602 F.A. No. IM-0054(292) Call 003 20A010	$ 5,387,410.35	Bridge Cleaning and/or Painting	I-5, MP 208.45 to 210.31 SB Stillaguamish River Bridge Painting removal on concrete barrier, high tension cable barrier, cleaning & painting bridge structure, sealing joint.	Snohomish County, WA	WSDOT 310 Maple Park Ave SE., Olympia, WA 98504-7420 Thomas Nelson (360) 420-8155	Yanni Skaroulis	Frankenmuth Mutual Insurance Company Kevin Wojtowicz 727-209-1803	Mar-21	Jun-23	70%	

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200018	1820	7632-2	$ 342,410.00	Stormwater, Site and/or Civil	Coating of 36 Inch Water Transmission Main Coating Restoration of Potable & Reclaimed Water Mains	St. Petersburg, FL	City of St. Petersburg P.O. Box 2842 St. Petersburg, FL 33731 Deron deFreese (727) 551-3142 deron.defreese@st.pete.org	James Caron	Frankenmuth Mutual Insurance Company Kevin Wojtowicz 727-209-1803	Apr-20	Oct-20	100%	
200017	1720	No. 4012300	$ 78,690.00	Marine Construction	SC 277 Birdge replacement Crack Injections	Columbia, SC	Archer Western Construction for SCDOT 209 Dawson Rd., Ste 4, Columbia, SC 29223 Michael Christie (803) 748-2848 mchristie@walshgroup.com	James Caron	N/A	Aug-20	Aug-20	N/A	✓
200015	1520	7575-3	$ 500,000.00	Marine Construction	Bridge Maintenance and Repair- Phase II. Project includes painting existing steel structure, expansion joint replacement, pile jacking, spall repairs	St. Petersburg, FL	City of St. Petersburg P.O. Box 2842 St. Petersburg, FL 33731 Angelique Cook (727) 893-7220 Angelique.cook@st.pete.org	Dallas Fortner	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Nov-20	Nov-22	100%	
200014	1420	HBWD1902	$ 2,310,100.00	Tank Repair and/or Rehab	Rehabilitation of 1,000,000 Gallon Elevated Water Storage Tank	Bellows Road & Hampton Bays, Suffolk County, NY	Town of Southampton 116 Hampton Rd., Southampton, NY 11969 Robert C. Michelott (631) 392-5335 RMichelotti@H2M.com	Mike Maillis	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Sep-20	May-21	100%	
200013	1320	42917	$ 1,854,350.00	Bridge Cleaning and/or Painting	North Hampton Bridge Painting Project painting existing steel structure, expansion joint replacement	Rockingham County, NH	NHDOT 7 Hazen Dr., Concord, New Hampshire 03302 Nickie Hunter (603) 279-2571 Nickie.Hunter@dot.nh.gov	Manoli Triantafillos	Frankenmuth Mutual Insurance Company Kevin Wojtowicz 727-209-1803	May-21	Nov-21	90%	
200012	1220	E2Z52	$ 1,206,263.80	Marine Construction	(SR A1A Hospital Creek Bridge No 780071) Bridge repair cathodic protection system, spall repair, crack injection & sealing, cleaining & sealing concrete surfaces, expansion joints sealing.	St. John's County, FL	FDOT - District 2 1109 South Marion Ave., Lake City, FL 32025 Tray Hartwell (904) 589-4501 Thartwell@gpinet.com	Yanni Skaroulis	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Mar-20	May-21	95%	
200011	1120	E2Z39	$ 788,792.00	Bridge Cleaning and/or Painting	SR 111 (Edgewood Ave) at Norfolk & CSX RR Railway Bridge No. 720125) Bridge Painting (Bridge No. 720125)	Duval County, FL	FDOT - District 2 1109 South Marion Ave., Lake City, FL 32025 Tray Hartwell (904) 589-4501 Thartwell@gpinet.com	Yanni Skaroulis	Frankenmuth Mutual Insurance Company Kevin Wojtowicz 727-209-1803	Mar-21	Jun-21	95%	
200010	1020	Project No. BR 2020(709) CSJ 0331-04-069	$ 13,087,939.34	Bridge Repair, Rehab, and/or Preservation	Bridge Repairs on PR100ZZ Penetrating concrete surfacing treatment, polymer overlay, spot blast & paint structural steel, deck repairs, joint replacement	Cameron County, TX	TXDOT 125 E. 11th St., Austin, TX 78701 Carlos Ceballos Jr. (956) 399-5102 Carlos.Ceballos@txdot.gov	Ryan Finnie	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Oct-20	Jul-23	80%	
200009	0920	20190289	$ 1,850,900.33	Bridge Repair, Rehab, and/or Preservation	Concrete Pavement Repairs Undercut excavation, joint sealing, epoxy coating concrete girders, shotblasting bridge deck, silane deck treatment.	Charlotte, NC	Blythe Construction Inc. for NCDOT 2911 N. Graham St., Charlotte, NC 28206 Jason Behm (704) 375-8474 Jason.behm@blytheconstruction.com	Andy Vanveen	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Jul-20	Oct-21	N/A	✓
200008	0820	RFQ No. 20190289	$ 163,020.00	Bridge Repair, Rehab, and/or Preservation	SW 42nd Avenue over Coral Gables Canal Bridge No.874275 Beam Repairs, Deck span jacking, neoprene pad replacement, coating existing steel struture.	Miami-Dade County, FL	Miami-Dade County 111 NW First St., Ste 1410, Miami, FL 33128 Juan Santandreu (305) 815-9553 Juan.santandreu@miamidade.gov	Juan Anderson	N/A	May-20	Oct-20	100%	
200007	0720	C204467	$ 4,985,499.00	Stormwater, Site and/or Civil	I-40 Pavement Rehabilitation Remove & replace concrete paved sitch, trench widening, aggregate shoulder borrow, ditch excavation, joint repair & resealing, soil stabilization.	Buncombe County, NC	Rogers Group for NCDOT 421 Great Circle Rd., Nashville, TN 37228 (615) 242-0585	James Caron	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Oct-20	Jan-23	N/A	✓
200006	0620	E7N15	$ 3,408,000.00	Bridge Repair, Rehab, and/or Preservation	I-275/SR55 Sunshine Skyway from Bridge No. 150189 to over Tampa Bay	Pinellas County, FL	FDOT - District 7 11201 N. McKinley Dr., Tampa, FL 33612 Jonathan Gill (727) 575-8300 jonathan.gill@dot.state.fl.us	George Pappas	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Jul-20	Apr-21	50%	

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200004	0420	H.011705	$ 3,278,018.35	Marine Construction	US 11 Lake Pontchartrain Bridge Rehab Phase 2 (HBI) Removal of bridge components, class A1 concrete, structural steel repairs, marine composite timber, bolt-rivet replacement	Orleans Parish, LA	American Bridge for LADOTD 1000 American Bridge Way., Coraopolis, PA 15108 Robert E.Adams III (412) 738-1393 RAdams@americanbridge.net	Chris Kouskoutis	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	May-20	May-21	N/A	✓
200003	0320	BR-002-08(020 / 107858301	$ 2,385,597.00	Bridge Repair, Rehab, and/or Preservation	Bridge Preservation on US 45 between US 72 & SR 2 asphaltic pavement, tack coat, trench widening, remove & reset concrete median, bridge deck concrete overlay, joint repairs, bearing replacement.	Alcorn County, MS	MSDOT P.O. Box 1850, Jackson, MS 39215 Neal Dougherty (601) 359-7700 Ndougherty@mdot.ms.gov	Yanni Skaroulis	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	May-20	Jan-21	60%	
200002	0220	P20-03	$ 2,072,750.00	Tank Repair and/or Rehab	Water Tank Rehabilitation & Painting North East Tower pedestal ladder, access tube ladder, ventilation manholes, walkway & platform railing, cathodic protection plates.	Bossier City, LA	City of Bossier City PO Box 5337, Bossier City, LA 71171 Todd Thompson (225) 202-4871 tthompson@manchacgroup.com	Mike Maillis	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Feb-20	Aug-20	100%	
200001	0120	P20-02	$ 1,963,250.00	Tank Repair and/or Rehab	Water Tank Rehabilitation & Painting LA 71 South Tower pedestal ladder, access tube ladder, ventilation manholes, walkway & platform railing, cathodic protection plates.	Bossier City, LA	City of Bossier City PO Box 5337, Bossier City, LA 71171 Todd Thompson (225) 202-4871 tthompson@manchacgroup.com	Mike Maillis	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Feb-20	Aug-20	100%	
190025	2519	20-006	$ 271,663.00	Tank Cleaning and/or Painting	2019 WWTF Storage Tank Cleaning & Painting Pasco County, FL	New Port Richey, FL	City of New Port Richey 5919 Main St., New Port Richey, FL 34652 Joe Palazzolo (727) 841-4568 palazzoloj@cityofnewportrichey.org	Panos Aivatoglou	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Jan-20	Mar-20	100%	
190024	2419	09193225	$ 930,395.67	Bridge Repair, Rehab, and/or Preservation	Brige Maintenance on SH 44 concrete deck repair (full depth), cleaning and sealing joints, bearing replacement.	Nueces, TX	Olympus Painting Contractors, Inc. for TXDOT 556 Anclote Rd., Tarpon Springs, FL 34689 Leon Mavromatis (727) 942-4149 Leon@Olympuspainting.com	George Pappas	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Dec-19	Apr-20	N/A	✓
190023	2319	PD 18-19.098	$ 4,297,269.00	Marine Construction	Bob Sikes Bridge Rehabilitaion removal of existing concrete, removal of bulkheads, concrete class IV, spall repairs, epoxy crack injection, structural steel reinforcement, deck expansion joints, coating steel structures.	Escambia County, FL	Escambia County 3363 W Park Pl., Pensacola, FL 32505 Derek Fox (850) 595-2413 dfox@myescambia.com	George Pappas	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Jan-20	Feb-21	90%	
190020	2019	SBR-236N(052)SB SBR-236N(053)SB	$ 497,000.00	Bridge Cleaning and/or Painting	Bridge Rehab SH 11 over Chikaskia River	Kay County, OK	Gibson & Associates for OKDOT 11210 Ryliecrest, Balch Springs, TX 75180 Pam Davis (972) 557-1199 pamd@gibsonassoc.net	Eddie Sanchez	N/A	Sep-19	Jun-20	N/A	✓
190018	1819	E1S01	$ 1,319,384.00	Bridge Repair, Rehab, and/or Preservation	Structural repairs to Bridge No. 090016 (US 98 Over Kissimmee River), Bridge No. 090026 (US 98 Over Lorida Creek), and Bridge No. 090032 (US 98 Over Istokpoga Canal)	Highland County, FL	FDOT - District 1 801 N. Broadway Ave., Bartow, FL 33830 Stacy Hill (863) 519-2222 Stacy.Hill@dot.state.fl.us	Ryan Finnie	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Oct-19	Apr-20	90%	
190017	1719	1068-01-222 ETC.	$ 3,103,006.00	Bridge Repair, Rehab, and/or Preservation	Construction of 4.499 miles of IH 30 Project No. BR 1902(232) CSJ 1068-01-222 penetrating concrete surface treatment, clean & coat epoy concrete surfaces, joint sealent, replace elastometric bearing pads.	Tarrant County, TX	TXDOT 125 E 11th St., Austin, TX 78701 Tara Wallace (817) 370-6642 tara.wallace@txdot.gov	George Pappas	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Jan-20	Jul-20	80%	
190016	1619	DM00285	$ 3,977,270.00	Bridge Repair, Rehab, and/or Preservation	Concrete Pavement and Concrete Bridge Deck Repairs	Buncombe County, NC	NCDOT 55 Orange St., Asheville, NC 28801 William Weddle (318) 251-4117 wweddle@ncdot.gov	Andy Vanveen	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Aug-19	Jan-21	65%	

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COMPLETED WORK

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190015	1519	E3S52	$ 551,256.19	Marine Construction	Slope Protection and Bulkhead Repairs to Bridge No 460019 (SR30/US 98 over St. Andrews ICWW)	Bay County, FL	FDOT - District 3 1074 Hwy 90, Chipley, FL 32428 Kimberly Toole (850) 767-4904 Kimberly.toole@dot.state.fl.us	Willie Stringfield	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Sep-19	Jan-20	90%	
190014	1419	SC File No. 5452150 / Proj. No. P038312	$ 1,052,481.80	Bridge Repair, Rehab, and/or Preservation	Deck Repairs partial depth patching of existing deck, concrete class 4000 full depth patching, hot pour elastic filler - joint.	Chester, Fairfield, Lancaster, and York Counties, SC	SCDOT - District 4 1232 J A Cochran Bypass, Chester, SC 29706 Mike Moss (803) 581-8008 MossMN@dot.state.sc.us	Andy Vanveen	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Sep-19	Jan-21	90%	
190013	1319	BP-1-20	$ 949,045.40	Bridge Cleaning and/or Painting	Bridge Painting abrasive blast and coat existing steel structure	Mercer County, WV	WVPA 3310 Piedmont Rd., Charleston, WV 25306 Joshua DeWeese (304) 904-6832 jdeweese@hntb.com	Chris Kouskoutis	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Aug-19	Oct-19	80%	
190012	1219	C204117	$ 138,241.25	Bridge Repair, Rehab, and/or Preservation	I-77 Jacking Repair MM5.3N Tyvola Rd to Bridge Deck over W. Morehead St	Charlotte, NC	Blythe Construction Inc. for NCDOT 2911 N. Graham St., Charlotte, NC 28206 Henry Wilson (704) 375-8474 Henry.wilson@blytheconstruction.com	Andy Vanveen	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Jul-19	Oct-19	N/A	✓
190011	1119	E1R66	$ 5,199,494.00	Bridge Repair, Rehab, and/or Preservation	Structural, mechanical, and electrical repairs to Bridge No. 130057. (State Road 789 over Longboat Key Pass) in Manatee County.	Manatee County, FL	FDOT - District 1 801 N. Broadway Ave., Bartow, FL 33830 Juan Carrillo (941) 708-4446 Juan.Carrillo@dot.state.fl.us	Yanni Skaroulis	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Jun-19	Feb-20	70%	
190010	1019	18-15	$ 55,000.00	Marine Construction	Ocean Reef Expansion Joints	Key Largo, FL	General Asphalt Co., Inc. for Ocean Reef Community Association 4850 NW 72 Ave., Miami, FL 33166 Robert Lopez (305) 592-3480 Robert@generalasphalt.com	Juan Anderson	N/A	Oct-19	Nov-19	N/A	✓
190009	0919	19001598-00	$ 5,500.00	Commercial	Painting of Existing Restrooms Pasco County, FL	Pasco County, FL	City of New Port Richey 5919 Main St., New Port Richey, FL 34652 Donna French (727) 853-1016	Panos Aivatoglou	N/A	Apr-19	Apr-19	100%	
190008	0819	BR-0054-01(054)	$ 145,628.50	Bridge Cleaning and/or Painting	Bridge Painting on SR 27 at Copiah Creek	Copiah County, MS	Extreme Painting & Sandblasting for MSDOT 720 Charlotte Ave., Tarpon Springs, FL 34689 Bobby Smalios (727) 612-4899	Chris Kouskoutis	N/A	Mar-19	Apr-19	N/A	✓
190007	0719	19-0145	$ 465,824.00	Bridge Repair, Rehab, and/or Preservation	Structural Repairs on Memorial Hwy over Dick Creek Bridge and Fairway Blvd over Flamingo Canal	Hillsborough County, FL	Hillsborough County David Vogel (813) 307-1792 vogeld@hillsboroughcounty.org	Dallas Fortner	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	May-19	Feb-20	100%	
190006	0619	C204242	$ 28,673,994.07	Bridge Repair, Rehab, and/or Preservation	Pavement Rehab & Bridge Preservation, repave nearly 100 lane miles of Interstate 40, while also rehabilitating 8 bridges with Latex Modified Concrete Overlays. Additional grading, shoulder reconstruction, flatwork, pavement markings, and misc concrete repairs to the bridges' substructure	Buncome County, NC	NCDOT 1020 Birch Ridge Dr., Raleigh, NC 27610 William Weddle (318) 251-4117 wweddle@ncdot.gov	Andy VanVeen	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Jun-19	Jun-21	50%	
190005	0519	E4S19	$ 880,200.00	Bridge Repair, Rehab, and/or Preservation	Spanish River Blvd over ICWW	Palm Beach County, FL	Elite Industrial Painting for FDOT - District 4 621 Hibiscus St, Ste 3, Tarpon Springs, FL 34689 Andrew Giancola (727) 940-6001 andrew@eipainting.com	Ryan Finnie	N/A	May-19	Feb-20	100%	
190004	0419	WIN 022599.10	$ 2,698,000.00	Bridge Cleaning and/or Painting	Bridge Painting Bernard Lown Peace Bridge	Androscoggin County, ME	MEDOT 16 State House Station., Augusta, ME 04333 David Doucette (207) 592-0307 David.Doucette@maine.gov	Gary Hillier	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Nov-19	Oct-20	90%	

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190003	0319	IFB-ML-19-001	$ 8,079,450.00	Stormwater, Site and/or Civil	On-Going As Needed Stormwater Culvert Replacement - Multi Year Award	Pasco County, FL	Pasco County 7536 State St., 2nd Floor, New Port Richey, FL 34654 Efrain Figueroa (727) 834-3611 efigueroa@pascocountyfl.net	Dallas Fortner	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	May-19	Sep-22	100%	
190002	0219	E4T48	$ 1,579,388.44	Bridge Cleaning and/or Painting	Full removal and replacement of the existing structural steel coating system on Halandale Beach Blvd. over the Intracoastal Waterway (ICWW) on Bridge Nos. 860618 & 860619	Broward County, FL	FDOT - District 4 3400 W. Commercial Blvd., Ft. Lauderdale, FL 33309 Erik Sibila, P.E. (305) 283-9816 ESibila@APCTE.com	Emmanual Triantafillos	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Apr-19	Aug-19	90%	
190001	0119	E4T47	$ 874,744.51	Bridge Cleaning and/or Painting	Bridge Painting abrasive blast and coat existing steel structure	Broward County, FL	FDOT - District 4 3400 W. Commercial Blvd., Ft. Lauderdale, FL 33309 Erik Sibila, P.E. (305) 283-9816 ESibila@APCTE.com	Theo Mamouzelos	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Jun-19	Jul-19	90%	
180019	1918	B180547TJM	$ 376,810.00	Marine Construction	Bridge Scour Repairs, Del Prado Blvd over Malanga Canal	Lee County, FL	Lee County P.O. Box 398, Fort Myers, FL 33902 Roger Desjarlais (239) 533-2221 rdesjarlais@leegov.com	Jack Fulford	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	May-19	Sep-19	60%	
180018	1818	C204232	$ 3,500,000.00	Bridge Repair, Rehab, and/or Preservation	Phased rehabilitations to the three bridge decks being repaired by both mechanical scarification and hydro demolition with Latex Modified Concrete overlays. The substructures are being jacked to repair concrete via crack injections, traditional repairs, and shotcrete. Additional pavement markings, joint reconstruction, HMA paving, and approach slab repairs	Madison & Mitchell Counties, NC	NCDOT 1020 Birch Ridge Dr., Raleigh, NC 27610 Colby Justice (828) 734-3859 cdjustice@ncdot.gov	Andy Vanveen	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Dec-18	Jan-21	70%	
180017	1718	FY 2018-2019-001	$ 300,000.00	Bridge Cleaning and/or Painting	A-1-A Bridge Painting Improvements Project	Broward County, FL	City of Hallandale Beach 400 South Federal Hwy., Hallandale Beach, FL 33009 Manga Ebbe (954) 457-3043 mebbe@cohb.org	Yanni Skaroulis	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Jan-19	Feb-19	95%	
180016	1618	DB00461	$ 1,500,000.00	Bridge Repair, Rehab, and/or Preservation	Phased bridge rehabs to four bridge decks being repaired by mechanical scarification & Polyester Polymer Concrete (PPC) Overlay. Additional pavement markings, joint reconstruction, HMA paving, and approach slab repairs	Pitt County, NC	NCDOT - Division 2 1037 W.H. Smith Blvd. Greenville, NC 27834 Sarah Lentine (252) 439-2979 SFLentine@ncdot.gov	Andy Vanveen	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Dec-18	Jul-19	40%	
180015	1518	Project No.: BR 2019(165) Control No.: 2263-02-098	$ 4,671,605.00	Bridge Cleaning and/or Painting	Bridge Rehab of Dale Miller Bridge abrasive blast and coat existing steel structure	Nueces County, TX	TXDOT 200 E. Riverside Dr., Austin, TX 78704-1287 Robert Isassi or Delma Cave (361) 364-6401 Delma.Cave@txdot.gov Robert.Isassi@txdot.gov	George Pappas	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Jan-20	Apr-20	85%	
180014	1418	CN-18-007	$ 1,595,279.03	Marine Construction	Repair existing pier and adjacent petroleum transfer platform structure by installing pile jackets with passive cathodic protection. Removing & replacing pile caps, replacing damaged curbs, and repairing misc. concrete cracks/spalls. Repair bulkhead wall concrete encasement with epoxy crack injection at cruise terminal.	Port Canaveral, FL	Canaveral Port Authority 445 Challenger Rd., Ste 301, Cape Canaveral, FL 32920 Patrick Hammond (321) 394-3260 phammond@portcanaveral.com	Ryan Finnie	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Feb-19	May-19	100%	
180013	1318	IFB-SN-18-134	$ 108,663.84	Stormwater, Site and/or Civil	Culvert Repair Parkway Blvd, 25ft N of Cherbourg Loop	Pasco County, FL	Pasco County 5418 Sunset Rd., New Port Richey, FL 34652 Patricia Arndt (727) 834-3604 Ext. 1615 parndt@pascocountyfl.net	Dallas Fortner	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Feb-19	Apr-19	100%	
180012	1218	DJ00293	$ 246,256.46	Bridge Repair, Rehab, and/or Preservation	I-85 from Idlewild Rd (SR 3174) to end of bridge over Mt. Harmony Church Rd. Contract No. DJ00293, WBS No. 50470.3.1, Federal Aid No. NHPIM-0485(050) TIP No. I-5827: Furnish and install foam joints and other related items	Mecklenburg County, NC	Lane Construction Corp. for NCDOT 90 Field Stone Ct., Chestshire, CT 06410 Robert Parker (704) 395-3250 rwparker@laneconstruct.com	Andy Van Veen	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Apr-19	Jul-19	N/A	✓

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180011	1118	M005721	$ 4,300,000.00	Bridge Repair, Rehab, and/or Preservation	Phased bridge rehabilitations to the concrete bridge decks for Interstate 75 (North and South). Once deck repairs are made, both bridges will receive an epoxy overlay. The interstate bridges will be jacked and supported on shoring towers, while the substructure units are replaced and the steel girders repainted. Additional pavement markings and misc concrete repairs to the bridges' substructures.	Cobb County, GA	GDOT 600 W Peachtree St., NW, ste 1113 Atlanta, GA 30308 Steve Hubbard (770) 528-3232 sthubbard@dot.ga.gov	Andy Vanveen	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Aug-18	Oct-21	70%	
180010	1018	T1710	$ 150,000.00	Bridge Cleaning and/or Painting	SR 29 Over Caloosahatchee River FN# 437959-1-52-01	Hendry County, FL	Seacoast, Inc. for FDOT - District 1 795 Dunbar Ave., Oldsmar, FL 34677 Will Wilson (352) 231-5655 W.Wilson@Seacoastinc.net	Scott Lawrence	N/A	Aug-18	Dec-18	N/A	✓
180009	0918	BP-1-19	$ 4,584,350.00	Bridge Cleaning and/or Painting	Bridge Painting abrasive blast and coat existing steel structure	Mercer County, WV	WVPA 3310 Piedmont Rd., Charleston, WV 25306 Joshua DeWeese (304) 760-1832 jdeweese@hntb.com	Chris Kouskoutis	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Mar-19	Oct-19	80%	
180008	0818	C204184 WBS 15BPR.10	$ 6,700,336.36	Bridge Repair, Rehab, and/or Preservation	Phased bridge rehabilitations to the bridge decks for Interstate 240 (East and West) by mechanical scarification and received a Polyester Polymer Concrete (PPC) Overlay. Additional pavement markings, modular and foam joints, nearly 2 miles of crack injections, and several thousand cubic-feet of shotcrete repairs	Buncombe County, NC	NCDOT 1020 Birch Ridge Dr., Raleigh, NC 27610 Tom Veazy (828) 298-0080	Andy Vanveen	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Aug-18	Oct-21	65%	
180007	0718	CBR005901119 1	$ 89,800.00	Bridge Cleaning and/or Painting	Bridge Paitning on I-59 Bridge No.s 10993, 10994, 11962 & 11963, known as Federal Aid Project Nos. BR-0059-01(119) / 107567301 & BR-0059-02(109) / 107568301 in Forrest & Jones Counties	Forrest & Jones Counties, MS	Elite Industrial Painting, Inc. for MSDOT 621 Hibiscus St., Ste 1, Tarpon Springs, FL 34689 Theo Manglis (727) 940-6001 Theo@eipainting.com	Bruce McGraw	N/A	Jun-18	Aug-18	N/A	✓
180006	0618	E5Z29	$ 997,135.00	Bridge Cleaning and/or Painting	Bridge Bascule Span Painting	Volusia, FL	FDOT - District 5 719 South Woodland Blvd., DeLand, FL 32720 Ron Mead (386) 740-3401 Ron.meade@dot.state.fl.us	Yanni Skaroulis	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Jun-18	Jan-19	90%	
180005	0518	18-C-00005	$ 299,500.00	Bridge Repair, Rehab, and/or Preservation	Laurel St. Bridge Repair - Phase 2 Replacing damaged structural steel plates within the bridge	Tampa, FL	City of Tampa 306 E. Jackson St., 4th Floor North, Tampa, FL 33602 James King (813) 274-8456 james.king@tampagov.net	Dallas Fortner	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Nov-18	Feb-19	40%	
180004	0418	IFB-JV-18-058	$ 5,250,000.00	Stormwater, Site and/or Civil	Miscellaneous Major Drainage Maintenance	Pasco County, FL	Pasco County 7536 State St., 2nd Floor, New Port Richey, FL 34654 Efrain Figueroa (727) 834-3611 efigueroa@pascocountyfl.net	Dallas Fortner	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Jun-18	Jun-21	100%	
180003	0318	SC File No. 8814200 P026821	$ 3,033,147.84	Marine Constrcution	Removal of existing concrete, removal of bulkheads, concrete class IV, spall repairs, epoxy crack injection, structural steel reinforcement, deck expansion joints, coating steel structures.	Fairfield, SC	SCDOT - District 4 1232 J A Cochran Bypass, Chester, SC 29706 Mike Moss (803) 581-8008 MossMN@dot.state.sc.us	Andy Vanveen	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	May-18	Aug-19	70%	
180002	0218	Project No. 599-734 Contract No.001279	$ 3,471,026.00	Bridge Cleaning and/or Painting	Aesthetic Coatings Renewal	Orlando, FL	Central Florida Expressway Authority 4974 Orl Tower Rd., Orlando, FL 32807 Mike Schawe (407) 687.8148 mschawe@mehtaeng.com	George Pappas	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	May-18	Mar-19	85%	
180001	0118	2018.04	$ 1,516,500.00	Bridge Cleaning and/or Painting	Cleaning and painting 58,550 SF of structural steel and metal work, and all non-galvanized bearing assemblies, along with all work incidental	Portland, ME	Maine Turnpike Authority 2360 Congress St., Portland, ME 04102 John Doughty (207) 624-3000 jdoughty@hntb.com	Gary Hillier	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	May-18	Aug-18	90%	
170017	1717	SBRP-18-14	$ 1,490,000.00	Bridge Cleaning and/or Painting	Bridge and Pedestrian Railing Paint Project	Westminster, CO	City of Westminster 6575 W. 88th Ave., Westminster, Colorado 80031 Barb Cinkosky (303) 658-2522 bcinkosky@cityofwestminster.us	Yanni Skaroulis	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Feb-18	Sep-18	90%	

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170016	1617	E3P35	$ 2,284,366.80	Bridge Cleaning and/or Painting	Bridge painting and other incidental construction for SR 8 (1-10) over Apalachicola River, Bridge Nos. 500086 and 500087	Gadsden County, FL	FDOT - District 3 1074 Hwy 90, Chipley, FL 32428 Jeff Kerwin (850) 245-7927 jeff.kerwin@dot.state.fl.us	Emmanual Triantafillos	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Feb-18	Jun-18	80%	
170015	1517	LADOTD H.09461	$ 20,464,550.00	Bridge Repair, Rehab, and/or Preservation	Bridge Painting & Rehab	Iberville & St. Martin Parishes, LA	LADOTD 1201 Capitol Access Rd., Baton Rouge, LA 70802 Eric Dauphine (337) 262-6200 eric.dauphine@la.gov	Chris Kouskoutis	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Mar-18	Nov-20	80%	
170014	1417	H.011766	$ 10,951,675.90	Bridge Repair, Rehab, and/or Preservation	Bridge Painting & Rehab removal of bridge deck (hydro demo), expansion joint sealent, bearing repairs, LMC overlay, epoxy injection, carbon fiber reinforced polymer	Monroe, LA	LADOTD 8010 Desiard St., Monroe, LA 71211 Jim Jackson (318) 251-4117 Jim.Jackson@la.gov	Tom Gregory	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Jan-18	Oct-20	75%	
170013	1317	GEN- 4576 NPR	$ 73,145.40	Commercial	Painting of recreation & aquatic center	New Port Richey, FL	Hennessy Construction Services for City of New Port Richey 2300 22nd Street North St. Petersburg, FL 33713 Sid Talsma (727) 821-3223 stalsma@hcsfl.com	Panos Aivatoglou	N/A	Oct-17	Dec-17	N/A	✓
170012	1217	17-986-217	$ 44,676.50	Commercial	Pinellas park elementary abrasive blasting of play court canopy	Pinellas County, FL	Pinellas Park School Board 301 Fourth St. SW, Largo, FL 33779 Wayne La Fleur (727) 638-3327 LaFleurW@pcsb.org	Panos Aivatoglou	N/A	Jul-17	Aug-17	100%	
170011	1117	99198	$ 2,779,096.00	Bridge Cleaning and/or Painting	Cleaning and Painting along Interstate 90	Becket, Lee, Otis, & Stockbridge Counties, MA	MASSDOT Ten Park Plaza, Ste 4160, Boston, MA 02116 John Pierce (413) 637-5764 john.pierce@state.ma.us	Gary Hillier	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Aug-19	Jan-20	90%	
170010	1017	16986	$ 255,400.00	Bridge Repair, Rehab, and/or Preservation	Bridge Rehabilitaion SC 9 W over SCL RR	Marlboro County, SC	SCDOT - District 5 3018 E Palmetto Street, US Route 76/301 E Florence, SC 29503 A.J Bostic (843) 317-4001 BosticA@scdot.org	Jimmy Avinadi	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Aug-17	Oct-17	100%	
170009	0917	16996	$ 977,432.00	Bridge Cleaning and/or Painting	Bridge Rehabilitaion over Stevens & Turkey Creek	Edgefield County, SC	SCDOT - District 2 955 Park St., Columbia, SC 29202 Todd Steagall (864) 445-3411 steagallt@scdot.org	Jimmy Avinadi	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Oct-17	Mar-18	80%	
170008	0817	RFP-125-0-2017/la	$ 1,430,168.60	Marine Constrcution	Garrison bight bridge repair project Bridge rehabilitaion on palm ave causeway	Monroe County, FL	Monroe County 110 Simonton St., Key West, FL 33040 Clark Briggs (305) 295-4306 Briggs-Clark@MonroeCounty-FL.Gov	Ryan Finnie	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Aug-17	Jan-18	90%	
170007	0717	WIN 018975, 018976, 018977	$ 1,060,140.00	Bridge Cleaning and/or Painting	Interstate 295 Route 1 Connector Bridge Paint Projects	Cumberland, ME	MEDOT 16 State House Station Augusta, ME 04333 Devin Anderson (207) 446-0428 Devin.Anderson@maine.gov	Gary Hillier	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	May-17	May-18	100%	
170006	0617	009064	$ 2,297,848.00	Bridge Cleaning and/or Painting	Sol Duc River Bridges Bridge Painting	Clallam County, WA	WSDOT 310 Maple Park Ave SE, Olympia, WA 98504 Bill Trodahl (360) 565-0643 TrodahW@wsdot.wa.gov	Jason Cheramie	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Jun-17	Oct-17	80%	

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COMPLETED WORK

Filter	SRB Job No.	Contract Number	Contract Amount	Category	Contract Name & Description	Location	Owner	Project Manager	Surety Company	Start Date	Finish Date	% Self-Performed Work	SRB AS SUB
170005	0517	E7L56	$ 844,020.00	Marine Constrcution	Fender repairs at Bridge Number 150006- S.R. 595 over Anclote River and also Bridge Number 150030- S.R. 693 over Intracoastal Waterway	Pinellas County, FL	FDOT - District 7 11201 N. McKinley Dr., Tampa, FL 33612 Daniel White (813) 975-6000 Daniel.White@dot.state.fl.us	George Pappas	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Oct-17	Jun-18	30%	
170003	0317	E1P88	$ 2,696,195.70	Marine Constrcution	Repairing cracks, delaminations and spalls, installing cathodic protection on piers, painting structural steel, grating, span locks and shoe replacement of the movable bridges to Bridge No.170167 and 170168 on SR 45 in Sarasota County.	Sarasota, FL	FDOT - District 1 801 N Broadway, Bartow, FL 33831 Jim Fitzer (813) 286-1711 Jim.Fitzer@aecom.com	George Pappas	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Oct-17	Nov-17	90%	
170002	0217	E6J75	$ 384,000.00	Bridge Repair, Rehab, and/or Preservation	Bridge Repair/Rehabilitation/Painting along State Road 970/Downtown Distributor at I-95 NB to State Road 970 EB Bridge # 870472. Business development initiative.	Miami-Dade County, FL	Bridge Master Construction for FDOT - District 6 1212 Crossbow Ln., Tarpon Springs, FL 34689 Antonios Vezyropoulos (727) 504-4480 Bridgemasters@gmail.com	Franco Delgado	N/A	Feb-17	Apr-17	N/A	✓
170001	0117	14958	$ 812,000.00	Bridge Repair, Rehab, and/or Preservation	Bride Preservation work on the bridge carrying NH 16 over the Saco River	Carroll County, NH	CPM Constructors for NHDOT 30 Bonney St., Freeport, Maine 04032 Mitchell Bois (207) 865-0000 mbois@cpmconstructors.com	Emmanuel Kavouklis	N/A	Mar-18	May-18	N/A	✓
160022	2216	E8Q16	$ 3,419,007.47	Marine Constrcution	Bridge painting and cleaning , removing and replacing the coating on the SR 91 (Spur) bridges (no. 870701 & 870702) and cleaning and coating the concrete bridge piers, wing walls, barrier wall and copings in Miami-Dade County	Miami-Dade County, FL	FDOT - Turnpike Turnpike Enterprise Milepost 263, Building 5315 Ocoee, FL 34761 Andres Atehortua (786) 236-0791 aatehortua@aeengineeringinc.com	John Koulianos	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Jan-17	Nov-17	85%	
160021	2116	RFQ 6198	$ 16,300.00	Hangar Painting	910-54 Exterior Painting, Hangar #1 at Albert Whitted Airport. Surface preparation and painting select portions of the exterior of surfaces areas at Hangar #1	Pinellas County, FL	City of St.Petersburg 107 8th Ave SE, St.Petersburg, FL 33701 Michael Schlesinger (727) 893-7657 Michael .Schlesinger@stpete.org	Lucas Pappas	N/A	Nov-16	Dec-16	100%	
160020	2016	17-01	$ 200,000.00	Marine Constrcution	Bridge and Culvert Repairs	Henry County, GA	Baldwin Paving Company, Inc. for Henry County 1014 Kenmill Dr. NW, Marietta, GA 30060 (770) 425-9191	Franco Delgado	N/A	Jan-17	Jan-17	N/A	✓
160019	1916	E6J97	$ 14,830,790.75	Marine Constrcution	Bridge Repair/Rehab along SR 5/Overseas Highway, Seven Mile Bridge in Monroe County	Monroe County, FL	FDOT - District 6 1000 NW 111th Ave, Room 6202-B, Miami, FL 33172 Jordan Salinger (305) 916-5690 Jordan.Salinger@wsp.com	Juan Anderson	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Mar-17	Dec-20	75%	
160018	1816	68-16	$ 315,500.00	Bridge Rail Maintenance	Bridge Rail Maintenance Project at KCS Railroad and Alma Drive and KCS Railroad and Richardson Drive	Dallas County, TX	City of Richardson P.O. Box 830309, Richardson, TX 75083 Kristen Billings (972) 744-4283 kristen.billings@cor.gov	Matt Muns	Zurich American Insurance Company Alvin Miller (330) 533-1203	Oct-16	Nov-16	100%	
160017	1716	W912WJ-16-C-0029	$ 2,375,000.00	Marine Constrcution	Paint Tainter Gates at Fox Point Hurricane Barrier Completely remove the existing paint system and all corrosion to bare steel on all surfaces of three tainter gates by abrasive blasting	Providence, RI	USACE - New England District 696 Virginia Rd., Concord, MA 01742 Kevin Coleman (978) 318-8641 Kevin.P.Coleman@usace.army.mil	Chris Kouskoutis	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	May-17	Aug-17	85%	
160016	1616	OKNHPP1-NBIP (505)3B / Job Piece #3170004 / Call 130	$ 262,148.80	Bridge Cleaning and/or Painting	Cleaning and painting of existing steel structure	Custer County. OK	OKDOT 200 NE 21st St., Oklahoma City, OK 73105 David Whitley (405) 426-5061	Jason Cheramie	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Mar-17	Apr-17	95%	
160015	1516	E1P64	$ 829,730.00	Bridge Repair, Rehab, and/or Preservation	Bridge rehab on SR 78 over the Kissimmee River	Okeechobee County, FL	FDOT - District 1 801 North Broadway Ave., Bartow, FL 33830 Susan Hindman (863) 471-4865	George Pappas	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Mar-17	May-17	65%	

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COMPLETED WORK

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160013	1316	E3O04	$ 565,668.00	Marine Constrcution	Installing pile jackets with a galvanic cathodic protection system at selected intermediate bent locations as noted in contract documents and other incidental construction on bridge no. 570054 on SR 30 (US-98) iver East Pass	Okaloosa County, FL	FDOT - District 3 1074 Hwy 90, Chipley, FL 32428 Joseph Waters (850) 836-5748 joseph.waters@dot.state.fl.us	Juan Anderson	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Oct-16	Jul-17	65%	
160012	1216	ECMS No. Project 88541	$ 8,790,100.00	Bridge Repair, Rehab, and/or Preservation	7th Street bridge rehabilitation Painting of new and existing steel, underdeck rust - bleed cleaning	Pittsburgh, PA	Brayman Construction Corp. for PENNDOT 1000 John Roebling Way, Saxonburg, PA 16056 Kevin Meade (727) 504-7848 K_meade@brayman.com	Yanni Skaroulis	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Aug-16	Nov-17	N/A	✓
160008	0816	E5U08	$ 449,134.80	Stormwater, Site and/or Civil	Sinkhole Repairs	Volusia, FL	FDOT - District 5 719 South Woodland Blvd., Deland, Florida 32720 Allan Hyman (386) 943-5000	Dallas Fortner	Zurich American Insurance Company Alvin Miller (330) 533-1203	Jun-16	Sep-16	90%	
160007	0716	STP-272C(097)SS, NHPP-272A(125)SS	$ 655,800.00	Bridge Repair, Rehab, and/or Preservation	Cleaning, blasting and painting at N 69th East Ave over SH 11	Tulsa County, OK	OKDOT 200 NE 21st St., Oklahoma City, OK 73105 Dwayne Jantz (918) 445-2684	Jason Cheramie	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Apr-16	Apr-17	100%	
160006	0616	E3N42	$ 762,045.00	Bridge Repair, Rehab, and/or Preservation	Rigging, cleaning and painting of a 2,500 LF bridge over the ICWW	Bay County, FL	FDOT - District 3 1074 Hwy 90, Chipley, Florida 32428 Charles Kennedy (850) 330-1250 Charles.Kennedy@dot.state.fl.us	Avinadi Garcia	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Jul-16	Aug-16	100%	
160004	0416	E5Y07	$ 3,000,000.00	Bridge Repair, Rehab, and/or Preservation	Included 15,000 SY of epoxy overlay, 250 LF of epoxy injection, 24,000 SY of methacrylate monomer application and metalizing of twin 2,300' bridges over the ICWW in Cocoa Beach	Brevard County, FL	FDOT - District 5 719 South Woodland Blvd., Deland, Florida 32720 Wilkes Kemp (321) 634-6099 Wilkes.Kemp@dot.state.fl.us	Ryan Finnie	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Mar-16	Nov-16	90%	
160002	0216	Contract No.: D214431 / TAS 15-35BP	$ 5,699,649.80	Bridge Cleaning and/or Painting	Abrasive blasting and painting of 19 bridges over 130 mile stretch of NYSTA	Oneida, Madison, Onondaga, Cayuga, Seneca, & Ontario Counties, NY	NYSTA 200 Southern Blvd., Albany, NY 12209 John Riese (315) 457-5200 JRiese@bartonandloguidice.com	John Koulianos	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Apr-16	Oct-16	90%	
160001	0116	E4R47	$ 400,000.00	Marine Constrcution	Installation of pile jackets on a 900' bridge over the ICWW	Palm Beach County, FL	FDOT - District 4 3400 W Commercial Blvd., Fort Lauderdale, FL 33309 Steve Clark (954) 818-3600	Christian Villegas	N/A	Jul-16	Oct-16	90%	
150020	2015		$ 475,300.00	Bridge Repair, Rehab, and/or Preservation	Bridge cleaning, painting and repairs of 3 bridges over Co Rd/BNSF RR and over Bird Cr O'Flow, 1.3 MI N of I-44	Rogers County, OK	OKDOT 200 NE 21st St., Oklahoma City, OK 73105 Dwayne Jantz (918) 445-2684	Lucas Pappas	Zurich American Insurance Company Alvin Miller (330) 533-1203	Jul-15	Aug-15	100%	
150019	1915	H.100146	$ 456,960.00	Bridge Repair, Rehab, and/or Preservation	LA 1 over I-49 Bridge Painting & Rehab	Rapids Parish, LA	LADOTD 1201 Capitol Access Rd., Baton Rouge, LA 70802 Tim Thomas (813) 632-7676 TThomas@gpinet.com	Ryan Finnie	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Oct-16	Nov-16	100%	
150018	1815	WIN: 018746.00, 022598.00, 022601.00, 022604.00	$ 1,979,348.00	Bridge Repair, Rehab, and/or Preservation	Deering Avenue, Portland terminal rail road, preble street, and forest avenue bridge painting. Abrasive blasting and painting of 7 bridges along with 10,000 LBS of structural steel repair and necessary traffic control	Portland, ME	MEDOT 24 Child St., Augusta, ME 04330 John Doughty (207) 624-3000 jdoughty@hntb.com	Carlos Cervantes	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Jul-16	Nov-16	90%	
150016	1615	E1O49	$ 96,653.00	Marine Constrcution	Bridge Repair/Rehabilitation including scour countermeasures on SR 471 Bridge No. 160321 over Chance Creek	Polk County, FL	FDOT - District 1 801 N. Broadway Ave., Bartow, FL 33830 Juan Carrillo (941) 708-4446 Juan.Carrillo@dot.state.fl.us	Dallas Fortner	N/A	Dec-15	Mar-16	100%	

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150015	1515	FIN 433055-1-58-01	$ 1,226,928.04	Marine Constrcution	CR340 / Rock bluff bridge over suwannee river Installation of 47 pile jackets, structural steel repair, joint replacement, spall repair and abrasive blasting and painting of a 500' bridge over the Suwannee River	Gilchrist County, FL	Gilchrist County 209 SE 1st St. Trenton, FL 32693 James "Sandy" Daniel (904) 200-1677 SDaniel@nfps.net	Carlos Cervantes	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Jan-16	Jun-16	95%	
150011	1115	H.009319	$ 2,200,000.00	Bridge Repair, Rehab, and/or Preservation	I-10 Overpass Bridges: Cleaning, Painting, and Repairs Abrasive blasting & painting of 12 bridges, structural steel repair, concrete repairs including deck haunches	Calcasieu, Jefferson Davis, & Acadia Parish, LA	LADOTD 1201 Capitol Access Rd., Baton Rouge, LA 70802 Beau Istre (337) 824-4835 Beau.Istre@la.gov	Gary Hillier	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Mar-16	Aug-16	90%	
150010	1015	607819-86984	$ 979,999.00	Bridge Cleaning and/or Painting	Cleaning and Painting of 3 Bridges Br. Nos. (O-06-052 & S-30-029 EB & WB) along Interstate 90 [Oxford -Sturbridge]	Sturbridge, MA	MASSDOT 10 Park Plaza, Ste 4160, Boston, Ma 02116 (857) 368-4636	Avinadi Garcia	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Oct-15	Jun-17	80%	
150009	0915	Project 607552	$ 1,650,000.00	Bridge Repair, Rehab, and/or Preservation	District 3 - Abrasive blasting and painting of 5 bridges over I-495	Wrentham, MA	MASSDOT 10 Park Plaza, Ste 3620, Boston, MA 01226 Cynthia Le (857) 368-9520	Carlos Cervantes	Fidelity & Deposit Co. of Maryland Alvin Miller 330-533-1195	Sep-15	Jul-16	90%	
150004	0415		$ 6,850.00	Commercial	PWOC Exterior Painting Painting a commercial building	New Port Richey, FL	City of New Port Richey 5919 Main St., New Port Richey, FL 34652 (727) 853-1016	Lucas Pappas	N/A	Feb-15	Mar-15	100%	
150002	0215		$ 1,300,000.00	Bridge Repair, Rehab, and/or Preservation	Cleaning and painting of 9 bridges	Dutchess County, NY	Dutchess County 626 Dutchess Turnpike., Poughkeepsie, NY 12603 Greg Bentley (845) 486-2924 Gbentley@dutchessny.gov	Carlos Cervantes	Zurich American Insurance Company Alvin Miller (330) 533-1203	Jul-15	Oct-15	95%	
150001	0115	607338	$ 3,976,629.73	Marine Constrcution	Gloucester Bridge Rehab	Gloucester, MA	Cianbro Corp. for MASSDOT 101 Cianbro Sq., Pittsfield, ME 04967 Scott Thies (207) 679-2516 sthies@cianbro.com	Lucas Pappas	Old Republic Insurance Co. Alvin Miller 330-533-1195	Mar-15	Feb-16	N/A	✓
140016	1614		$ 686,855.00	Marine Constrcution	Treasure Island Bascule Bridge Rehab Bridge coating and sealing, bascule span bridge repair, concrete spall repairs on a 1,017' bridge over the ICWW	Treasure Island, FL	City of Treasure Island, FL 120 108th Ave., Treasure Island, FL 33706 Anthony O'Donnell (813) 299-4043	Carlos Cervantes	Zurich American Insurance Company Alvin Miller (330) 533-1203	Dec-14	Mar-15	100%	
140015	1514		$ 429,100.00	Bridge Repair, Rehab, and/or Preservation	Abrasive blasting and painting of a 600' bridge over a river	Marion County, MS	MSDOT 401 N. West St., Jackson, MS 39201 Billy Owen (601) 359-7700	Avinadi Garcia	Nielson, Wojtowicz, Neu & Associates Kevin Wojtowicz (813) 390-4711	Oct-14	Nov-14	100%	
140012	1214		$ 370,226.00	Bridge Repair, Rehab, and/or Preservation	Chattooga & Chickamauga Railway Co bridge paint restoration	Trion, GA	Georgia DOT & CCKY Railway Company Jacksonville, FL 32224 Chris Frank (904) 314-4007	Avinadi Garcia	Nielson, Wojtowicz, Neu & Associates Kevin Wojtowicz (813) 390-4711	Sep-14	Sep-14	100%	
140010	1014	ODOT-NHPPIY-40-3(082)(085)	$ 300,000.00	Bridge Repair, Rehab, and/or Preservation	Abrasive blasting and painting of two bridges on I-40; From mile marker 76.6 to 83.9 & Washington St. Over I-40	Custer County. OK	OKDOT 200 NE 21st St., Oklahoma City, OK 73105 Bob Lemon (405) 947-6069	Avinadi Garcia	Nielson, Wojtowicz, Neu & Associates Kevin Wojtowicz (813) 390-4711	Nov-14	Dec-14	100%	
140005	0514	30380050, 31690056, 30380005	$ 64,202.00	Stormwater, Site and/or Civil	Manhole Repairs	Orlando, FL	Orange County 8100 Presidents Dr., Ste D, Orlando, FL 32809 Rick Krapf (407) 704-9112	Terry Andrews	Nielson, Wojtowicz, Neu & Associates Kevin Wojtowicz (813) 390-4711	Jun-14	Sep-14	100%	
140003	0314	S331-19-11.0900	$ 1,148,000.00	Bridge Repair, Rehab, and/or Preservation	Bridge Painting westover bridge Blasting, painting, concrete repair on a 1,000' bridge over the Monongahela River	Morgantown, WV	WVDOT 1900 Kanawha Blvd., Charleston, WV 25305 Sam Perris (304) 842-1528	Avinadi Garcia	Nielson, Wojtowicz, Neu & Associates Kevin Wojtowicz (813) 390-4711	Jun-14	Sep-14	95%	

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140002	0214		$ 351,198.00	Bridge Replacement	White Road Br. No. 524015 Remove exiting bridge and replace with a new box culvert bridge. Work included paving & stripping	Holmes County, FL	FDOT - District 3 1074 Hwy 90 Chipley, Florida 32428 Jason Williams (850) 836-5720	Dallas Fortner	Nielson, Wojtowicz, Neu & Associates Kevin Wojtowicz (813) 390-4711	May-14	Sep-14	80%	
140001	0114	2014.04	$ 1,291,605.00	Bridge Repair, Rehab, and/or Preservation	Bridge painting and repair on saco river overpass Rigging, containing and painting 1,200' of bridge on I-95 in Saco, Maine. Also included 2,500 LBS of steel repairs	Saco, ME	Maine Turnpike Authority 2360 Congress St., Portland, ME 04102 Scott Warchol (207) 831-5817 SWarchol@maineturnpike.com	Avinadi Garcia	Nielson, Wojtowicz, Neu & Associates Kevin Wojtowicz (813) 390-4711	Apr-14	Jun-14	90%	
	1125	PWL26-0008	$ 977,203.45	Stormwater, Site and/or Civil	Emergency sink hole repairs	Pasco County, FL	Pasco County 7536 State St., 2nd Floor New Port Richey, FL Efrain Figueroa (727) 834-3611 efigueroa@pascocountyfl.net	Dallas Fortner	N/A	Aug-25	Mar-26	100%	

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PROJECT	CONTRACT AMOUNT	LOCATION	OWNER	START DATE	FINISH DATE
BID # 22024 C.I.P. No. W-85 Parksite Reservoir Interior Recoating & Repairs	$ 1,173,225.60	Bellevue, WA	City of Bellevue	10/2022	04/01/2023
21B-041 WWTP Chlorine Contact Tank Coating	$ 139,000.00	The Villages, FL	Village Center Community Dev. District Kathleen Godfrey 352-751-6700 Kathleen.Godfrey@DistrictGov.org	4/25/2022	7/1/2022
P12484 Refurbishment of the Fiveash WWTP 5 MG Steel Ground Storage Tank (North)	$ 923,000.00	Ft. Lauderdale, FL	City of Fort Lauderdale 100 N Andrews Ave., Ft. Lauderdale, FL 954-828-5850 pburger@ftlauderdale.gov	3/22/2021	6/20/2021
HBWD1902 Rehabilitation of 1,000,000 Gallon Elevated Water Storage Tank Bellows Road, Hampton Bays, NY Suffolk County	$ 2,310,100.00	Southampton, NY	Town of Southampton Robert C. Michelott (631) 392-5335 Rmichelotti@H2M.com	9/8/2020	3/17/2021
P20-03 Water Tank Rehabilitation and Painting North East Tower	$ 2,072,750.00	Bossier City, LA	City of Bossier City 620 Benton Rd., Bossier City, LA Ben Rauschen or Todd Thompson bachrauschenbachb@bossiercity.org tthompson@manchacgroup.com	3/1/2020	7/1/2020
P20-02 Water Tank Rehabilitation and Painting LA 71 South Tower	$ 1,963,250.00	Bossier City, LA	City of Bossier City 620 Benton Rd., Bossier City, LA Ben Rauschen or Todd Thompson bachrauschenbachb@bossiercity.org tthompson@manchacgroup.com	2/1/2020	6/1/2020

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PROJECT	CONTRACT AMOUNT	LOCATION	OWNER	START DATE	FINISH DATE
20-006 2019 WWTF Storage Tank Cleaning & Painting	$ 129,780.00	New Port Richey, FL	City of New Port Richey 727-841-4568 Joe Palazzolo or Roger Goodwin PalazzoloJ@cityofnewportrichey.org OR goodwinrcityofnewportrichey.org	1/1/2020	3/1/2020
160089-B-RS Painting of Ground Storage Tank	$ 10,800.00	Tarpon Springs, FL	City of Tarpon Springs 324 East Pine St., Tarpon Springs, FL 34689 727-942-5615 Jay Jackus or R. Simmons jjackus@ctsfl.us OR rsimmons@ctsfl.us	5/1/2016	9/1/2016
130082-B-JJ WWTP Influent Structure Repairs	$ 435,638.00	Tarpon Springs, FL	City of Tarpon Springs Purchasing Department 324 East Pine St. Tarpon Springs, FL 34689 Rob Marcincuk rmarcincuk@ctsfl.us (727) 942-5616	10/1/2013	6/1/2014
Ocean Sands Waste Water Treatment Plant Tank Painting including a bypass installation, cleaning and coating of tank surfaces, pipe replacements and concrete repairs	$ 69,410.00	Corolla, NC	Currituck County 444 Maple Rd., Maple, NC William Nash 252-207-9440 william.nash@currituckcountync.gov	1/1/2013	1/1/2013

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Pinellas County

Public Works

8.5.2025

John Taylor
Project Coordinator
Pinellas County Public Works ▪ Transportation Division ▪ Roadway and Bridge Section
727-464-8824
jtaylor3@pinellas.gov

To Whom It May Concern:

I am pleased to write this letter of reference on behalf of **Southern Road and Bridge** who has provided reliable and high-quality bridge and box culvert repair and maintenance services for Pinellas County Public Works over the last 24 months.

During this tenure Southern Road and Bridge has consistently demonstrated professionalism, technical expertise, and a strong commitment to both safety and overall project quality. Their team has successfully completed a wide range of maintenance and repair projects of differing sizes and scopes. These projects have included:

- **Spall Repairs** on bridge decks, substructures, and box culverts to restore structure integrity and prolong life.
- **Crack Injection** using appropriate materials and methods to seal and stabilize concrete members.
- **Channel Excavation** to restore and enhance drainage paths beneath bridge structures, ensuring proper flow and minimizing flood risk.
- **Undermined Embankment Repairs** involving stabilization techniques to restore roadway support and prevent future erosion.
- **Tree Trimming and Removal** to improve visibility, maintain clear zones, and protect bridge and box culvert structures from encroaching vegetation.
- **Painting** to protect bridge and box culvert structures and restore aesthetic appearance.
- **Other tasks** have included pipe repair, scupper cleaning, expansion joint replacement, pressure washing, handrail repair, and fender system repair.

Each project has been completed in a timely manner and in accordance with all applicable specifications and regulations. In addition, Southern Road and Bridge has demonstrated adaptability in the field, responding effectively to unforeseen conditions while maintaining clear communication with us.

Based on their performance and my experience with them, I would recommend Southern Road and Bridge for any agency or municipality in need of a capable and dependable contractor for bridge and box culver related maintenance and repair work. Should you have any questions or require further information please feel free to contact me.

Sincerely,

John Taylor

22211 U.S. Highway 19 North, Building 1
Clearwater, FL 33765
Phone (727) 464-8900
V/TDD (727) 464-4062
Pinellas.gov

3549 SW Corporate Parkway
Palm City, FL 34990

February 24, 2025

SUBJECT: Financial Project ID: 442622-9-52-01

Contract Number: E8U06

Project Description: Rehabilitation of Aging Pre-stressed Concrete Piles

County: Turnpike Various Bridge Locations (MP 142.2 to 192.4)

To Whom it may concern,

Consor Engineers had the experience of working with Southern Road and Bridge on the above referenced project. Consor Engineers was the owners representative and Southern R&B was the contractor. As owners representative, we were responsible for all verification testing, contract administration, monthly payments, RFIs, shop drawings, and overseeing day to day construction.

During the life of the project, we had challenges with permitting and design that we were able to work through and find a solution without affecting the delivery of the project. Working with Ryan Finnie, it was easy to find amenable solutions that were right for the project and the contractor. In addition, Southern R&B had to work out agreements for access to the project site with the City of Port St. Lucie, a third party to the project. During this process they were professional, cooperative, and worked with the City to find a great solution. Southern R&B performed quality work and was willing to work with our staff and the team. The project was completed within contract time and under budget. It was a pleasure working with Ryan Finnie and his team. I would recommend Southern R&R for future project of similar scope and size.

If you have any questions or need additional information, please feel free to contact me at your earliest convenience.

Sincerely,

Randy Scott, P.E.

Vice President

Consor Engineers, LLC

Phone Number 772-475-9680 | rscott@consoreng.com

Encl: Fee Proposal

Washington State Department of Transportation

South Central Region
2809 Rudkin Road
Union Gap, WA 98903-1648
509-577-1600 / FAX: 509-577-1603
TTY: 1-800-833-6388
www.wsdot.wa.gov

February 20, 2025

Contract Number: XE3434
Financial Project Number: NHPP-0395(122)
Benton and Franklin Counties, Washington
Pioneer Memorial Bridge - Bridge Painting Stage 2 Project

Subject: Letter of Recommendation

Dear Mr. Pappas,

As you are aware, Southern Road & Bridge recently completed the Pioneer Memorial Bridge - Bridge Painting Stage 2 Project located in US 395 between MP 18.59 and MP 19.07 between Kennewick and Pasco, Washington. The project's scope included cleaning of the existing approaches and super structure's structural steel via dry abrasive blasting and painting using a new three-part application system. This project introduced a containment system which was new to the WSDOT Southcentral Region which led to long review times which used close to one third of the allowed contract time. However, despite the review and approval time that was used, Southern Road & Bridge, along with Extreme Sandblasting and Painting and other subcontractors, demonstrated a remarkable ability to execute this bridge coating project on time, within budget, and to the client's satisfaction.

This letter of recommendation acknowledges Southern Road & Bridge's expertise, attention to detail, and project commitment in delivering a high-quality product on a project with a high degree of complexity. Our office has had the pleasure of working closely with you and your team at Southern Road and Bridge for the past eighteen months. During this time, we were able to witness your team's professionalism and commitment to excellence. The team members that helped successfully deliver the Pioneer Memorial Bridge - Bridge Painting Stage 2 Project besides yourself, included Pete Pantelis, Tanya Pilarinos, John Koulianos, Mahmoud Rafraf and the other project personnel who spent their weeks on this project.
In summary, our office has high confidence in Southern Road and Bridge's ability to successfully undertake and complete bridge coating projects of increasing scale or complexity and believes your company would be an excellent choice for any future client's needs.

Respectfully,

Hector Mendez
Washington State Department of Transportation
Transportation Engineer 3
Project Manager

CEI Project Certification

February 18, 2025
Mr. Lucas Pappas
Managing Manager
Southern Road & Bridge
2997 Alt. 19, Suite B
Palm Harbor, Florida 34683

RE: Contract Number: ITB-23-13739-PC
Osceola County Public Works Osceola County, Florida
Old Lake Wilson Rd. Bridge #924147
Subject: Letter of Recommendation

Dear Mr. Pappas,

I am writing to formally recognize the excellent work Southern Road & Bridge performed on the maintenance repairs for the Old Lake Wilson Rd. Bridge #924147. As you are aware, this project involved a variety of tasks, including the replacement of expansion joint seals, repair of minor spalling, replacement of guardrails, vegetation removal, installation of reflectors and barrier delineators, slope protection, and the placement of rubble riprap. Additionally, construction activities included mobilization, maintenance of traffic, sediment barriers, clearing and grubbing, removal of existing guardrails, and minor earthwork.

Moreover, Southern Road & Bridge demonstrated exceptional responsiveness when undertaking emergency repairs to the roadway caused by settlement. The road had to be closed, and traffic diverted to other major highways. Thanks to your team's prompt action and close coordination with the Construction Engineering Inspection firm and the county, the road was fully repaired in approximately 36 hours. This quick response prevented what could have been a catastrophic failure of the roadway.

Southern Road & Bridge's performance on the Old Lake Wilson Rd. Bridge project was exemplary. The project was completed on time, within budget, and to the satisfaction of the client, highlighting your team's expertise, attention to detail, and strong commitment to quality.

Over the past 11 months, we have had the pleasure of working closely with you and your team. Throughout this time, we have observed your professionalism and dedication to excellence. In addition to yourself, we would like to acknowledge the contributions of Dallas Fortner, Tanya Pilarinos, Jason Latinka, and the other members of your team who dedicated weekends and late nights to ensuring the project's success.

In conclusion, we have full confidence in Southern Road & Bridge's ability to successfully manage and complete bridge maintenance projects of increasing scale and complexity. We believe your company would be an outstanding choice for any future projects and clients.

By submitting this letter, CONSOR Engineers LLC certifies that, based on our review of the provided information, this project was executed in reasonable conformance with the contract documents.

If you have any questions or require further clarification, please feel free to contact me.

Sincerely,
Consor Engineers, LLC

M. Allen Gault, Jr., CS Senior Project Administrator

(407)460-9322 agault@consoreng.com

HNTB Corporation
The HNTB Companies
Infrastructure Solutions

200 Colonial Center Pkwy., Ste 200
Lake Mary, FL 32749

Telephone (407)-805-0355
hntb.com

HNTB

October 16, 2023

Mr. Lucas Pappas
President, Managing Manager
Southern Road & Bridge
715 Wesley Avenue
Tarpon Springs, Florida 34689

Contract Number: BED60
Financial Project Number: 436436-1-52-13
Seminole and Volusia Counties, Florida
Lake Monroe Drawbridge Painting Project
Subject: Letter of Recommendation
Letter No. 018.01

Dear Mr. Pappas,

As you are aware, Southern Road & Bridge recently completed the Central Florida Rail Corridor (CFRC) Lake Monroe Drawbridge Painting Project located at MP 763.1 over the St. John's River near Sanford, Florida. The project's scope included cleaning of the existing structural steel via dry abrasive blasting and painting using a new three-part application system for the 113 feet bascule lift span. This work was conducted within the SunRail railroad corridor and over a navigable waterway which presented numerous challenges and limited work windows to your project team. However, despite the rail and marine traffic constraints, Southern Road & Bridge demonstrated a remarkable ability to execute this bridge coating project on time, within budget, and to the client's satisfaction.

This letter of recommendation acknowledges Southern Road & Bridge's expertise, attention to detail, and project commitment in delivering a high-quality product on a project with a high degree of complexity including CFRC railroad and lift span operational constraints. Our office has had the pleasure of working closely with you and your team at Southern Road and Bridge for the past fourteen months. During this time, we were able to witness your team's professionalism and commitment to excellence. The team members that helped successfully deliver the Lake Monroe Drawbridge Painting Project besides yourself, included George Pappas, Tanya Pilarinos, Manoli Triantafillos, Jason Colahan and the other project personnel who spent their weekends including nights on this project.

In summary, our office has high confidence in Southern Road and Bridge's ability to successfully undertake and complete bridge coating projects of increasing scale or complexity and believes your company would be an excellent choice for any future client's needs.

If you should have any questions, please feel free to contact our office.

Best regards,

Trent L Carmichael

Digitally signed by Trent L Carmichael
DN: CN=Trent L Carmichael, dnQualifier=A0141OC000001B7FCE612EA000D558E, O=HNTB Corporation, C=US
Date: 2023.10.16 15:00:31-04'00'

Trent L. Carmichael, P.E.
Senior Project Engineer
HNTB Corporation

Cc: Marc Gregory, HNTB
Project file

MARLIN

Date: November 19, 2024

To: Southern Road and Bridge (SRB)
Attn: Manolis Triantafillos, Superintendent
715 Wesley Ave
Tarpon Springs, FL 34689

Re: 13 Tri-Rail Pedestrian Bridges Rehabilitation Project

To Whom it May Concern,

My name is Aycel Freda, P.E., and I served as the Construction Project Manager for the South Florida Regional Transportation Authority's (SFRTA) Pedestrian Bridges Rehabilitation Project from October 2024 to September 2025.

I am writing to endorse Southern Road and Bridge (SRB), with Manolis Triantafillos as the on-site Superintendent, who was responsible for the painting and rehabilitation of 13 Tri-Rail station pedestrian bridges. Throughout the project, Manolis exhibited exceptional professionalism, expertise, and attention to detail. The team demonstrated a thorough understanding of the specific requirements and challenges associated with working on pedestrian bridges located above active train rails, including the need for durability, safety, and aesthetic appeal.

The project is ongoing; however, four of the pedestrian bridges have been completed, with repairs and painting finished. The results are visually impressive and constructed to withstand the elements for many years. Manolis worked closely with our project management team, providing consistent updates and addressing any concerns promptly and effectively.

In addition to their technical skills, the team exhibited a strong commitment to safety and compliance with all relevant regulations. The work environment was organized and efficient, causing minimal disruption to the surrounding area and pedestrian traffic.

I am confident that SRB, led by Manolis, would be an excellent choice for any future painting and rehabilitation projects. I highly recommend their services and look forward to the opportunity to collaborate with them on future endeavors.

Please feel free to contact me at afreda@marlinengineering.com if you need any further information.

Sincerely,

Aycel Freda, P.E
Project Manager

3363 W Commercial Boulevard, Suite 115, Fort Lauderdale, FL 33309 | 954.870.5070 | www.marlinengineering.com

Mark James McCombs, P.E.

453 SW 28th Ave
Delray Beach, FL 33445

To whom it may concern,

I had the pleasure of working with Southern Road and Bridge (SRB) and Manolis Triantafillos on the rehabilitation project for SFRTA in Palm Beach, Broward and Miami-Dade Counties. The project entailed the blasting, repair and recoating of 13 tubular steel pedestrian bridges. During our time together, I worked directly with Mr. Triantafillos. He was helpful and cooperative at all times. His knowledge, along with his integrity were second to none.

Mr. Triantafillos worked efficiently while providing a product that exceeded expectations. He was very proactive, identifying potential issues before they happened. Mr. Triantafillos always had a solution to present any time he identified the potential issue. His actions often saved time and cost for both his employer and his customer/client.

The most important virtue that SRB and Mr. Triantafillos bring to the table is the pride they take in providing an exceptional product to their clients. I would not hesitate to work with Mr. Triantafillos and SRB again and extend my strongest recommendation for anybody considering securing their services.

Please feel free to contact me if you have any questions with regard to Mr. Triantafillos or SRB.

Sincerely,

Mark (Jim) McCombs, P.E.

jim.mccpombs6@gmail.com
(941) 815-3588

City of New Port Richey

'The Gateway To Tropical Florida'

5919 Main Street, New Port Richey, Florida 34652

To Whom It May Concern,

I am writing to recommend the construction services of Southern Road and Bridge, LLC. Their knowledge and attention to detail were outstanding. They worked on several tanks, pipes and buildings and was completed on time. I am confident in my recommendation of Southern Road and Bridge, LLC for any type of Painting & Rehabilitation Project. Additionally, their Administrative Staff was easy to work with, and Safety was never an issue,

Thank You

Joe Palazzolo
Chief Operator
City of New Port Richey, WWTP
727/841/4569
1/22/21

Joe Palazzolo

Manchac
CONSULTING GROUP, INC.

January 19, 2021

Subject: Water Tank Rehabilitation and Painting NE Tower/ Water Tank Rehabilitation and Painting LA 71 South
Project # P20-03 & P20-02
Manchac Project # 1002.605

To Whom It May Concern,

I am writing to recommend the construction services of Southern Road and Bridge, LLC whom which I worked with on the subject projects. Their knowledge and attention to detail were outstanding. Both project were completed within the duration set forth in the specifications.

I feel confident in recommending Southern Road and Bridge, LLC for any type of Painting & Rehabilitation Project. Additionally their Administrative Staff was not only thorough, but also easy to work with, and always willing to take the time to discuss my concerns or respond to any questions that came about on both projects.

Sincerely,

Todd Thompson
Manchac Consulting Group, Inc.

700 Ogilvie Street | Bossier City, Louisiana 71111 | tel (318) 584 - 7372

A&P ENGINEERS
8935 N.W. 35th Lane, Suite 200
Doral, Florida 33172

08/19/2019

Mr. Emmanuel Triantafilos
Southern Road and Bridge
715 Wesley Avenue,
Tarpon Springs, Florida 34689

Dear Mr. Triantafilos,

It is my pleasure to provide this personal letter of recommendation for you, based on my experience serving as Consultant Project Engineer for the Construction Engineering and Inspection (CEI) team for the following project in which you were the Construction Project Manager / Superintendent:

- FDOT District 4 Bridge Painting of SR-858, which involved full removal and replacement of the structural steel coating system of the SR-858/Hallandale Beach Blvd Bascule Bridge over the Intracoastal Waterway, including movable bridge preventive maintenance and routine repair, adjusting movable bridge counterweight, and providing movable bridge operator (Approximate Cost: $1.5M)

Under your leadership, your staff provided an excellent quality bridge paint job, prepared safe containment, and complied with environmental requirements. Your exceptional cooperation and communication with our inspection staff as well as the public information officer assigned to the project are also very much appreciated. You provided all submittals in a timely manner, including pre-construction submittals, project schedules, and invoicing backup documentation. The final Contractor Past Performance Rating (CPPR) was a perfect score of 98.

The Hallandale Beach Blvd project was successfully completed in 144 days, when the allowed contract time was 291 days, 1/2 of the allowed time.

If you have any questions, please feel free to contact me at (305) 283-9816.

Sincerely,

Erik Sibila

Digitally signed by Erik Sibila
DN: c=US, o=AP CONSULTING TRANSPORTATION ENGINEERS CORP, ou=A01427D000001595D44ID80000 00538, cn=Erik Sibila
Date: 2019.08.19 13:34:16 -04'00'

Erik Sibila, PE, CGC, MSCE
CEI Project Engineer

A&P ENGINEERS
8935 N.W. 35th Lane, Suite 200
Doral, Florida 33172

07/16/2019

Mr. Lucas Pappas
Southern Road and Bridge
715 Wesley Avenue,
Tarpon Springs, Florida 34689

Dear Mr. Pappas,

It has been a pleasure to serve as a Consultant Project Engineer for the Construction Engineering and Inspection (CEI) team for the following project performed by Southern Road and Bridge for FDOT District 4 in Broward County:

- Bridge Painting of SR-838 Sunrise Blvd over SR-441, which involved pressure cleaning and painting of two steel bridges as well as applying Class 5 concrete coating to abutments, piers, and concrete barrier walls (Approximate Cost: $874,000)

Your entire staff from top down provided an excellent quality bridge paint job, prepared safe containment, complied with environmental requirements, and cooperated and communicated with our inspection staff as well as the public information officer assigned to the project. Your office personnel provided all submittals in a timely manner, including pre-construction submittals, project schedules, and invoicing backup documentation. The final Contractor Past Performance Rating (CPPR) was a perfect score of 98.

The Sunrise Blvd project was successfully completed in 85 days, when the allowed contract time was 262 days, 1/3 of the allowed time.

If you have any questions, please feel free to contact me at (305) 283-9816.

Sincerely,

Erik Sibila

Digitally signed by Erik Sibila
DN: c=US, o=AP CONSULTING TRANSPORTATION ENGINEERS CORP, ou=A01427D0000016960441DB0000053R, cn=Erik Sibila
Date: 2019.07.16 17:10:52 -04'00'

Erik Sibila, PE, CGC, MSCE
CEI Project Engineer

July 15, 2019

George Pappas
715 Wesley Avenue
Tarpon Springs, Florida 34689

ATTN: Mr. George Pappas
Field Superintendent

RE: Project: SR 408 Aesthetic Coatings Renewal
Project No.: 599-734
Contract No.: 001279
Contractor: Southern Road and Bridge.
O/G No.: 024
Mehta Reference Letter

Dear Mr. Pappas,

This reference letter is to acknowledge our appreciation with Southern Road and Bridge's excellent work in completing the subject coatings renewal project on time and under budget. This project was challenging as the cleaning and coating work was going on concurrent with other Central Florida Expressway Authority (CFX) work within the project limits of the coating project. Southern Road and Bridge was very cooperative working with our Mehta CEI team and the other active concurrent project teams and with coordination of vegetation removal with the owner CFX maintenance division.

The tell tail sign of an excellent quality project is when we get to the semi-final inspection and all work is found to be acceptable, by all, with no deficiency list items and the semi-final inspection becomes the final inspection and the project is ready to be recommended for final acceptance to the owner, which was the case with this project. Great Job!!

We look forward to working with Southern Road and Bridge on similar future CFX projects.

Sincerely,

Michael Schawe
Project Administrator | Mehta and Associates, Inc.
One Purlieu Place, Suite 100, Winter Park, FL 32792
Office (407) 657-6662 | Cell (407) 687-8148
mschawe@mehtaeng.com
MEHTA

cc:
Mike Schawe, P.A. MEHTA
Andrew Bailey, P.E. MEHTA
Lucas Pappas, SRB
Paul Vinik, P.E. GPI
Files : O/G 024, 301

Florida Department of Transportation

RON DESANTIS
GOVERNOR

Panama City Operations
3633 W. Highway 390
Panama City, FL 32405

KEVIN J. THIBAULT, P.E.
SECRETARY

DATE: 01/23/2020

To Whom it may concern:

Please find this letter of recommendation for Southern Roads and Bridge an A+ for upcoming projects that they propose an interest in. Their quality of work was top of the line and as well as the important documents sent in from the main office (correct and on time). This is the second project that I have had with Southern Roads and Bridge and both has turned out excellent.

1.) The painting of West Bay Bridge over the Intercostal waterway (Bay County, Fl.).
2.) Dupont Bridge abutment repair after Hurricane Michael (Bay County, Fl.)

I would highly recommend Southern Roads and Bridge for any future projects.

Charles E. Kennedy – FDOT Project Manager/Project Oversite

Charles E Kennedy

Digitally signed by Charles E Kennedy
Date: 2020.01.23 06:03:51 -06'00'

Florida Department of Transportation

RON DESANTIS
GOVERNOR

Heartland Operations Center

KEVIN J. THIBAULT, P.E.
SECRETARY

Arcadia Office
1190 W Oak Street
Arcadia, Florida 34266

Labelle Office
880 W Cowboy Way
Labelle, Florida 33935

Sebring Office
4722 Kenilworth Boulevard
Sebring, Florida 33870

May 24, 2021

Southern Road & Bridge
715 Wesley Avenue
Tarpon Springs, FL 34689

RE: Reference

To Whom It May Concern:

The above referenced company did complete the Highlands County Structures Repairs at US 98 over Kissimmee River, US 98 over Lorida Creek and US 98 over Istokpoga Canal.

The Contractor performed the work as set forth in the plans. The project materials were certified and accepted. Southern Road & Bridge had the equipment necessary to complete the project. The project was completed on time and within budget.

Sincerely,

Stacy S Hill

Digitally signed by Stacy S Hill
Date: 2021.05.24 09:28:41 -04'00'

Stacy Hill
Construction Project Manager

Office of Operations/District 05
PO Box 4068 | Monroe, LA 71211-4068
8010 DeSiard Street | Monroe, LA 71203
ph: 318-342-0147 | fx: 318-342-0264

John Bel Edwards, Governor
Shawn D. Wilson, Ph.D., Secretary

Letter of Reference

To whom it may concern,

I am writing to provide a letter of reference for Southern Road & Bridge for Louisiana State Project H.011766.6. This project consisted of the rehabilitation of thirteen bridge structures over I-20 in Lincoln, Ouachita, Richland, and Madison Parishes.

The rehabilitation consisted of two structures having a latex modified concrete overlay installed, ten structures having the existing steel girders cleaned and painted, three structures having CFRP repairs made to prestressed precast concrete girders, and various concrete repairs to the substructures and superstructures and bearing replacements on all thirteen structures.

Southern Road & Bridge began the project in December 2017 and completed the project in November 2020 on schedule. Southern Road & Bridge also adhered to all Louisiana Department of Transportation and Development (LADOTD) contract specifications, DEQ specifications, and Federal Highway Administration (FHWA) specifications throughout the project.

Matt Jantz, PE
Project Engineer

Michael Baker
INTERNATIONAL

We Make a Difference

July 7, 2023

Southern Road & Bridge, LLC
40715 Wesley Avenue
Tarpon Springs, FL 34689

Re: Letter of Recommendation for Specialty Bridge Work Performed

Dear Sir or Madam:

Michael Baker International served as Engineer of Record on a bridge repair and maintenance project for the City of Mobile. Southern Road and Bridge, LLC successfully and satisfactorily completed the following project(s) for the City:

Project(s)**:**	**SITE 1 – Pedestrian Bridge over Water Street (BIN No. 017197) and SITE 2 - Beauregard Street / Robert M. Hope Overpass Over CSXT (BIN 014005) Overhead Bridge Repair, Cleaning, and Painting (City Project Nos. 2019-3005-01 / 2020-3005-06)**
Client / Owner:	**City of Mobile, Alabama**
Contract Amount:	**$1,099,040.00 Total** *($410,834.00 for Site 1 / $1,049,502.45 for Site 2)*
Contract Term:	**120 Working Days Allowed (for total contract)**
Notice to Proceed:	**October 22, 2020**
Completion Date:	**August 23, 2022**
Contractor's scope of work included:	**Repair of Steel Components and Cleaning, Sandblasting and Repainting Steel and Concrete Components**

This contract included (2) separate project sites in the downtown business district of Mobile, but Michael Baker was only responsible for overseeing construction operations for Site 2. Although there were delays in the project, they were no fault of the Contractor. CSX permitting and flagger requirements, along with the high volume of train traffic, significantly slowed the progress of work. However, Southern Road & Bridge completed all work on Site 2 within 52 working days.

The Contractor was excellent to work with on this project. Their staff was professional, knowledgeable, and responsive. They provided sufficient staff to perform the work efficiently,

effectively, and in a timely manner. Additionally, the Contractor was accommodating to both the City's special scheduling needs, such as working around large conferences and Mardi Gras festivities held in or near the area of the project sites, and other special permitting requirements of the project including coordination of construction activities in accordance with strict CSX guidelines. I would highly recommend this Contractor for any specialty bridge maintenance and repair projects.

If you should have any questions or concerns, please do not hesitate to contact me at 251-380-0898.

Sincerely,



J. Brooks Miller, Jr., P.E., PTOE
Senior Project Manager

Texas Department of Transportation
1350 E. HIGHWAY 77 | P.O. BOX 1041 | SAN BENITO, TEXAS 78586 | (956)399-5102 | WWW.TXDOT.GOV

August 1, 2022

To whom it may concern:

It was a pleasure working with Mr. Emmanuel Triantafillos (Manoli) at the Queen Isabella Causeway connecting Port Isabel & South Padre Island in Texas. Manoli really takes pride on his work by going above & beyond to provide an excellent end project. Manoli has a sense or urgency & understands his client, but he will NOT sacrifice quality. Manoli is well respected along his co-workers & TxDOT staff. Manoli constantly has a positive attitude regardless of the task at hand. Manoli is very knowledge when it comes to industrial coating projects & working along with others. Manoli took the time to personally go over with me bridge coating/painting procedures in detail. Our project was successful thanks to Manoli's leadership. I would strongly recommend Emmanuel on future industrial coating projects & look forward working with him in the nearby future.

Feel free to contact me at (956)399-5102 for further questions you might have.

Sincerely,

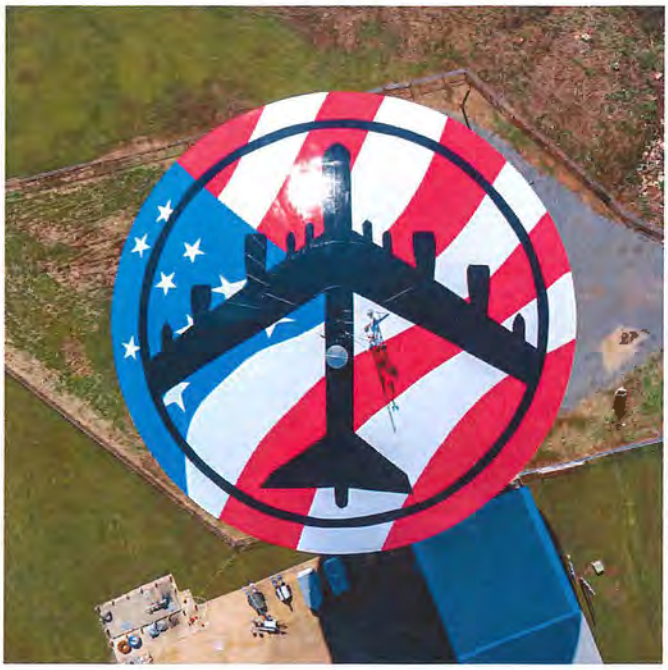
Andres Espinoza, P.E.

Andres Espinoza
San Benito Area Engineer

TANK OF THE YEAR

YOUR 2020 PEOPLE'S CHOICE TANK OF THE YEAR!





Teamwork Award

Project: Structural Steel Interstate Bridge Repairs



Construction Challenges:

- MOT restrictions
- Limited MOT hours from Localities

SOUTHERN ROAD & BRIDGE

Partnering: Contractor worked with VDOT and the Localities to develop plan of action to allow work to be completed within the MOT hours the Localities were providing.

Performance: Completed the project ahead of time and obtained full incentive

2023

SOUTHERN ROAD & BRIDGE
2997 Alt 19 Suite B Palm Harbor, FL 34683
O: 727-940-5395 ~ F: 727-499-7158
srb@Southernrb.com

Vehicle & Equipment List

ITEM NO.	QTY	DESCRIPTION AND CAPACITY OF ITEMS	VIN NUMBER / SERIAL NUMBER	YEAR MFGD	PURCHASE PRICE	DEPRECIATED VALUE	CURRENT NET VALUE	AGE
		VESSELS						
B-001	1	1987 HOM - Flying Squirrel Boat	FLZCA298F787	1987	$ 475.00	$ 475.00	$ -	32
B-002	1	LEL CAJUN 20' BOAT	LEL166360585	1985	$ 5,000.00	$ 500.00	$ 4,000.00	34
B-007	1	DUCKWORTH 23' (SHARK)	ESM001900480	2000	$ 5,500.00	$ 1,650.00	$ 3,850.00	19
B-008	1	MSZ 26' WHITE BOAT WITH TWIN E-TEC	MSZ00226E393	1993	$ 5,400.00	$ 540.00	$ 3,780.00	26
B-009	1	ILZ BARGE/PUSHBOAT "RITA BELLE" 36'	ILZD0021D010	2010	$ 38,500.00	$ 3,850.00	$ 30,800.00	9
B-010	1	Fisher Freedom Pontoon 22'	BUJ85424A101	2001	$ 2,000.00	$ 400.00	$ 1,600.00	18
B-011	1	FLZ Homemade Barge 40' (LUKE'S ARK)	FLZFL214G818	2018	$ 200,000.00	$ 40,000.00	$ 160,000.00	1
B-012	1	HOMEMADE/MISSISSIPPI H 48'	MIZ18820H10X	2010	$ 85,000.00	$ 8,500.00	$ 62,700.00	9
B-013	1	ALUMAWELD 17' BOAT		1978	$ 4,000.00	$ 1,200.00	$ 2,800.00	41
B-015	1	HOMEMADE FLZ 30'2"	LAZ70985G010	2010	$ 45,000.00	$ 9,000.00	$ 36,000.00	9
B-017	1	ALUMINUM AOZ 18'	AOZD0361G393	1993	$ 20,000.00	$ 4,000.00	$ 16,000.00	26
B-019	1	G3 1544 Jon Boat w/Yamaha 9.9 OB	GEN31588H617	2017	$ 5,332.00	$ -	$ 5,332.00	3
B-020	1	Alumicraft Jon Boat 14'	ACBD5729A606	2006	$ 2,510.00	$ -	$ 2,510.00	13
B-021	1	10X40X5 Barge Section #145A008	145A008		$ 39,295.75	$ -	$ 39,295.75	0
B-022	1	10X40X5 Barge Section #P-379QCV	P-379QCV		$ 39,295.75	$ -	$ 39,295.75	0
B-023	1	10X40X5 Barge Section 145C062	145C062		$ 42,319.00	$ -	$ 42,319.00	0
B-024	1	10X40X5 Barge Section 145C064	145C064		$ 42,319.00	$ -	$ 42,319.00	0
B-025	1	Cajun Special 25' Cabin	LEL15236M83L	1983	$ 13,500.00	$ -	$ 13,500.00	0
B-027	1	MIZ Mississippi H 41' Boat	MIZ18830H10X	2010	$ 48,000.00	$ -	$ 48,000.00	0
B-028	1	10X40X5 Barge Section	145C104		$ 39,295.75	$ -	$ 39,295.75	0
B-029	1	10X40X5 Barge Section	145E209		$ 39,295.75	$ -	$ 39,295.75	0
B-030	1	Crestliner C166DT	CRC102691324	2024	$ 19,804.89	$ -	$ 19,804.89	0

all boats equiped with USCG safety equipment

ITEM NO.	QTY	DESCRIPTION AND CAPACITY OF ITEMS	VIN NUMBER / SERIAL NUMBER	YEAR MFGD	PURCHASE PRICE	DEPRECIATED VALUE	CURRENT NET VALUE	AGE
		VEHICLES						
TR-003	1	Hino 195 Flat bed reg cab	JHHRDM2H7LK008737	2020	$ 52,672.12	$ -	$ 52,672.12	0
TR-011	1	2018 Ford F-250 Super Duty	1FT7X2A62JEB22002	2018	$ 44,612.96	$ 8,000.00	$ 36,612.96	1
TR-018	1	Ford E450 Super Duty Box Truck	1FDXE45S96HA81393	2006	$ 9,686.00	$ 8,000.00	$ 1,686.00	13
TR-021	1	International Tractor Trailer (Purchased from Penske in GA)	2HSCUAPR79C092166	2009	$ 27,050.00	$ 17,000.00	$ 10,050.00	10
TR-028	1	Ford F250 Crew Cab 4x4	1FTSW21538ED99157	2008	$ 21,274.00	$ 13,527.00	$ 7,747.00	11
TR-034	1	Ford E450 Super Duty Box Truck	1FDXE45S36HA86282	2006	$ 8,400.00	$ 6,800.00	$ 1,600.00	13
TR-040	1	RAM 1500	1C6RR7GG3GS144334	2016	$ 32,000.00	$ 9,600.00	$ 22,400.00	3
TR-059	1	Ford E450 Box Truck	1FDXE45S87DA80437	2007	$ 9,037.00	$ 7,229.60	$ 1,807.40	12
TR-060	1	Ford F-450 Crew Cab Diesel 11' Flatbed	1FD0W4HT0KED60973	2019	$ 57,103.54	$ 5,710.35	$ 51,393.19	0
TR-061	1	Chevrolet 3500HD 4X4 Dump Truck	1GB3KVCY8KF125662	2019	$ 52,498.00	$ 5,249.80	$ 47,248.20	0
TR-063	1	Freightliner Columbia 120	1FUJA6CK0ADAT1076	2010	$ 32,500.00	$ 26,000.00	$ 6,500.00	9
TR-064	1	Dodge Ram 2500 4 dr. 4X4 Diesel	3C6UR5DL8JG424782	2018	$ 44,612.96	$ 4,461.30	$ 40,151.66	1
TR-065	1	Freightliner Cascadia 125	3AKJGEBG2DSBX6155	2013	$ 40,900.00	$ 28,630.00	$ 12,270.00	6
TR-066	1	Chevrolet 1500 LD 4X4 5.3L Gas Service body	2GCVKPEC2K1145205	2019	$ 35,000.00	$ 3,500.00	$ 31,500.00	0
TR-070	1	Chevrolet 1500 1LT V8 LD 4X4 Gas	2GCVKPEC0K1144358	2019	$ 31,598.62	$ 3,159.86	$ 28,438.76	0
TR-071	1	Ford F-250 XL 4X4 SD 4 dr. 8' bed Gas	1FT7W2B64KED98216	2019	$ 41,142.03	$ 4,114.20	$ 37,027.83	0
TR-072	1	Ford F-250 XLK 4X4 SD 4 dr. 8' bed Gas	1FT7W2B63KEE31223	2019	$ 41,183.97	$ 4,118.40	$ 37,065.57	0
TR-074	1	Ford F-250 XL 4X4 Crew Cab 6.75 ft bed SRW	1FT7W2B64KEF82863	2019	$ 42,035.74	$ 4,203.57	$ 37,832.17	0
TR-076	1	International 7600 Workstar 6X4 2016 Guzzler Classic Vac s/n 1263732	1HTWYAHT1AJ191076	2010	$ 180,000.00	$ 54,000.00	$ 126,000.00	9
TR-078	1	Kenworth T680 Sleeper Blue	1XKYDP9X2FJ425940	2015	$ 61,458.00	$ 18,437.40	$ 43,020.60	4
TR-081	1	Ford E350 Box Truck	1FDWE3FSXGDC41441	2016	$ 12,840.00	$ 3,852.00	$ 8,988.00	3
TR-082	1	FORD F250 Ext. Cab Svc Body 2X4	3FTNX20L83MB30584	2003	$ 1,000.00	$ 920.00	$ 80.00	17
TR-086	1	RAM 2500 4X4 4 Door FLT Diesel	3C6UR5DLXJG283178	2018	$ 31,443.72	$ 6,288.74	$ 25,154.98	2
TR-088	1	FORD FT 750 Water Truck Red	N70EVM12613	1975	$ 5,000.00	$ 4,750.00	$ 250.00	45
TR-089	1	Ford F-250 Super Duty XLT V8 4 Dr Diesel 4X4	1FT7W2BT7KEF51130	2019	$ 46,500.00	$ 4,650.00	$ 41,850.00	1
TR-092	1	Freightliner FL70 Attenuator Crash Truck V...27392	1FV6HJBA1WH927392	1998	$ 31,358.88	$ -	$ 31,358.88	0
TR-093	1	Chevrolet 3500HD Diesel FB V# 76178	1GB4YSEY3MF176178	2021	$ 55,955.55	$ -	$ 55,955.55	0
TR-094	1	RAM 2500 Tradesman Diesel 4x4 Crew Cab 8ft. box 169 in. WB	3C6UR5HL8MG555886	2021	$ 49,751.36	$ -	$ 49,751.36	0
TR-095	1	International 4300SBA Water Tk V...283702	1HTMMAAM2BH283702	2011	$ 35,030.00	$ -	$ 35,030.00	0
TR-098	1	Chevrolet 4500HD 2 dr 4X4 Diesel 3 yd Dump Truck	1HTKJPVK6MH677492	2021	$ 70,016.28	$ -	$ 70,016.28	0
TR-099	1	Chev 4500HD 2dr 4X4 Diesel 4yd Knapheide dump bed	1HTKJPVK4MH198424	2021	$ 74,005.76	$ -	$ 74,005.76	0
TR-101	1	Ford F-650 6 Yd Dump Truck Diesel	1FDNF6DC2PDF01062	2023	$ 110,272.66	$ -	$ 110,272.66	0
TR-102	1	Freightliner M2106 5 Yd Dump	1FVACWDT6HHJB1801	2017	$ 70,000.00	$ -	$ 70,000.00	0
TR-103	1	Freightliner M2106 5 Yd Dump	1FVACWFD8KHKC7501	2019	$ 80,000.00	$ -	$ 80,000.00	0
TR-104	1	Chev 2500HD Diesel 4X4	2GC4YLEY8R1115084	2024	$ 59,620.00	$ -	$ 59,620.00	0
TR-105	1	Chev 2500HD Diesel 4X4	2GC4YLEYXR1115233	2024	$ 59,620.00	$ -	$ 59,620.00	0
TR-106	1	Chev 2500HD Diesel 4X4 (ON ORDER)	2GC4YLEY0R1115645	2024	$ 59,620.00	$ -	$ 59,620.00	0
TR-107	1	Ram 3500 Dually Big Horn Silver	3C63RRHL5LG166205	2020	$ 62,952.02	$ -	$ 62,952.02	0
TR-109	1	Ford F-250 4X4 Diesel King Ranch Black	1FT7W2BT8MED92525	2021	$ 68,570.02	$ -	$ 68,570.02	0
TR-110	1	Ford F-250 4X4 Diesel Lariat White	1FT7W2BT1MED42436	2021	$ 62,675.12	$ -	$ 62,675.12	0
TR-111	1	Ford E-450 Box Truck White 7.3 Gas	1FDXE4FN6MDC24846	2021	$ 53,702.94	$ -	$ 53,702.94	0
TR-113	1	Chevrolet 2500 HD 4X4 Diesel White	1GC4YNEY7PF255080	2023	$ 66,651.06	$ -	$ 66,651.06	0
TR-114	1	Toyota 4Runner 4X4 Grey	JTENU5JR5P6204266	2023	$ 53,151.49	$ -	$ 53,151.49	0
TR-115	1	Chevrolet 2500HD Diesel 4X4	2GC4YMEY0N1211453	2022	$ 59,810.82	$ -	$ 59,810.82	0
TR-116	1	Ford F-250 XLT Grey	1FT7W2BTXNEF29823	2022	$ 56,219.40	$ -	$ 56,219.40	0
TR-117	1	Ford F-250 Diesel 4X4	1FT7W2BTXMED03134	2021	$ 47,395.08	$ -	$ 47,395.08	0
TR-118	1	Ram 2500 Crew Cab 4X4 Diesel Silver	3C6UR5CL1RG222833	2024	$ 61,311.05	$ -	$ 61,311.05	0
TR-119	1	Chev 2500HD Diesel 4X4 Silver	2GC4YMEYXR1237970	2024	$ 61,034.25	$ -	$ 61,034.25	0
TR-120	1	Chev 2500HD Diesel 4X4 Silver	2GC4YMEYXR1251805	2024	$ 64,739.53	$ -	$ 64,739.53	0

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TR-121	1	Ford F350 Dually Diesel 4X4 White	1FT8W3DMXRED98351	2024	$ 71,000.00	$ -	$ 71,000.00	0
TR-122	1	Chev 2500HD Diesel 4X4 Silver	2GC4YMEY4R1251251	2024	$ 64,657.97	$ -	$ 64,657.97	0
TR-123	1	Chev 2500HD Diesel 4X4 Silver	2GC4YMEY7R1251860	2024	$ 64,657.97	$ -	$ 64,657.97	0
TR-124	1	Ford F450 4X4 Crew Diesel Service Body	1FD0W4HTXCEB23733	2012	$ 42,997.40	$ -	$ 42,997.40	0
TR-125	1	Ford F550 4X4 Crew Diesel Flatbed	1FDOW5HT2FEC56223	2015	$ 41,809.00	$ -	$ 41,809.00	0
TR-127	1	GMC 2500HD 4X4 Diesel Met. Sterling Silver	1GT49LEY5RF461101	2024	$ 63,592.88	$ -	$ 63,592.88	0
TR-128	1	Ford F550 Enc Serv Body.51342	1FDUF5GT9GEA51342	2016	$ 19,493.90	$ -	$ 19,493.90	0
TR-129	1	FRHT M2 106 Peterson RS3 Grapple Truck	1FVACXDT3DHFG7693	2013	$ 69,371.70	$ -	$ 69,371.70	0
TR-130	1	Chev 2500HD 4X4 Diesel Silver	2GC4YMEY2P1701511	2023	$ 55,299.16	$ -	$ 55,219.16	0
TR-131	1	Chev 3500HD 4X4 Diesel White	1GB4YSEY9RF423288	2024	$ 73,315.99	$ -	$ 73,315.99	0
TR-132	1	Chev 3500HD 4X4 Diesel White	1GB4YSEYXRF423297	2024	$ 73,315.99	$ -	$ 73,315.99	0
TR-133	1	Chev 1500 4X4 4dr White Gas	3GCPKAEK5SG160723	2025	$ 41,960.00	$ -	$ 41,960.00	0
TR-134	1	Chev 1500 LT 4X4 4dr Silver Gas	3GCPKKEK0SG185888	2025	$ 56,337.54	$ -	$ 56,337.54	0
TR-135	1	HINO 195 Reg. Cab 21' Flatbed	JHHSDM2H6HK004753	2017	$ 33,720.00	$ -	$ 33,720.00	0
TR-136	1	Ram 2500 Diesel 4X4 Billet Silver	3C6UR5CL0RG234388	2024	$ 66,410.88	$ -	$ 66,410.88	0
TR-137	1	Ram 2500 Diesel 4X4 Billet Silver	3C6UR5CL4RG318908	2024	$ 58,668.22	$ -	$ 58,668.22	0
TR-138	1	Ram 2500 Diesel 4X4 Billet Silver	3C6UR5CL5RG277916	2024	$ 59,407.76	$ -	$ 59,407.76	0
TR-139	1	Ram 2500 Diesel 4X4 Billet Silver	3C6UR5CL1RG378189	2024	$ 59,407.76	$ -	$ 59,407.76	0
TR-140	1	Ram 3500 Diesel 4X4 Billet Silver .	3C63R3HL0RG167848	2024	$ 74,448.98	$ -	$ 74,448.98	0
TR-141	1	Ram 2500 Diesel 4X4 Granite Crystal	3C6UR5CL4SG562774	2025	$ 58,074.81	$ -	$ 58,074.81	0
TR-142	1	Ram 2500 Diesel 4X4 Granite Crystal	3C6UR5CL6SG562775	2025	$ 58,074.81	$ -	$ 58,074.81	0
TR-143	1	Ram 2500 Diesel 4X4 Granite Crystal	3C6UR5CL8SG562776	2025	$ 58,074.81	$ -	$ 58,074.81	0
TR-144	1	Ford E450 14' Box Truck White	1FDXE45S78DB20749	2008	$ 9,100.73	$ -	$ 9,100.73	0
TR-145	1	Ram 2500 Diesel 4X4 Black	3C63R5FLXSG505082	2025	$ 91,000.00	$ -	$ 91,000.00	0
TR-146	1	Hino 268 Attenuator TMA Air Brakes	5PVNE8JT6B4S53737	2011	$ 65,040.00	$ -	$ 65,040.00	0
TR-147	1	Freightliner M2 Attenuator Blue	3ALACWDTOGDHK4346	2016	$ 71,312.98	$ -	$ 71,312.98	0
TR-148	1	Ford F550 Svc Body Crane Truck	1FD0W5GT6GEA72504	2016	$ 32,435.60	$ -	$ 32,435.60	0
TR-149	1	Ram 2500 Diesel 4X4 Billet Silver	3C6UR5CL7RG326677	2024	$ 62,200.23	$ -	$ 62,200.23	0
TR-150	1	Ram 2500 Diesel 4X4 White	3C6UR5FL8GG284612	2016	$ 25,740.00	$ -	$ 25,740.00	0
TR-151	1	Ford Expedition XLT 4X4 Silver	1FMJU1J88REA54726	2024	$ 53,666.46	$ -	$ 53,666.46	0
TR-152	1	FRHT M2 106 Attenuator	1FVACWFBXKHKG3334	2019	$ 89,748.00	$ -	$ 89,748.00	0
TR-153	1	Ford E350 Box Truck	1FDWE3FL6GDC06582	2016	$ 13,710.94	$ -	$ 13,710.94	0
TR-154	1	Ram 2500 Diesel 4X4 Silver	3C6UR5HL8RG410211	2024	$ 60,970.45	$ -	$ 60,970.45	0
TR-155	1	Chev 2500 Custom Diesel 4X4	1GC1KMEY8SF313351	2025	$ 68,689.08	$ -	$ 68,689.08	0
TR-156	1	Chev 5500 Crew Cab Svc Body	1HTKJPVK3NH565685	2022	$ 86,550.00	$ -	$ 86,550.00	0
TR-157	1	Chev 1500 4X4 4dr Gas Silver	1GCPKBEK3SZ276489	2025	$ 47,181.16	$ -	$ 47,181.16	0
TR-158	1	Ram 3500 Diesel 4X4 Dually Silver Zynith	3C63RRGL0TG152701	2026	$ 66,128.93	$ -	$ 66,128.93	0
TR-159	1	Ford F350 XL DRW Diesel 4X4 8'box White	1FT8W3DT2TEC56798	2026	$ 74,603.16	$ -	$ 74,603.16	0
TR-160	1	Chev 3500 Crew Diesel 4x4 FB.RF426112	1GB4YSEY9RF426112	2024	$ 74,775.12	$ -	$ 74,775.12	0
TR-161	1	Chev 3500 Diesel 4X4 FB White	1GB4YSEY7RF382904	2024	$ 73,794.81	$ -	$ 73,794.81	0
TR-162	1	Chevrolet 3500 Diesel 4X4 Flatbed Enterprise	1GB4KSEY7TF122754	2026	$ 76,618.47	$ -	$ 76,618.47	0
TR-163	1	Hino 195 Flatbed Stakeside	JHHSDM2H6LK010884	2020	$ 27,995.00	$ -	$ 27,995.00	0
TR-164	1	Volvo T860 Semi Black	4V4BC9EJ8TN707364	2026	$ 198,193.00	$ -	$ 198,193.00	0
TR-165	1	Chev 2500 Diesel 4X4 Silver	2GC4KLEY8T1150099	2026	$ 65,988.74	$ -	$ 65,988.74	0
TR-166	1	Chev 2500 Diesel 4X4 Silver	2GC4KLEY8T1150202	2026	$ 65,988.74	$ -	$ 65,988.74	0
TR-167	1	Chev 2500 Diesel 4X4 Silver	2GC4KLEYXT1150041	2026	$ 65,988.74	$ -	$ 65,988.74	0
TR-168	1	Chev 2500 Diesel 4X4 Silver	2GC4KLEY3T1150088	2026	$ 65,988.74	$ -	$ 65,988.74	0
TR-169	1	Chev 2500 Diesel 4X4 Silver	2GC4KLEYXT1150069	2026	$ 65,988.74	$ -	$ 65,988.74	0
TR-170	1	Ford F250 XL Diesel 4X4 White	1FT8W2BT7TEC58155	2026	$ 69,955.00	$ -	$ 69,955.00	0
TR-171	1	Toyota 4Runner Gas 4X4 Cutting Edge Silver	JTEVA5BR9T5088819	2026	$ 48,825.10	$ -	$ 48,825.10	0
TR-172	1	Chev 2500 Diesel 4X4 Silver	1GC4KLEY3TF250443	2026	$ 66,858.49	$ -	$ 66,858.49	0
TR-173	1	Chev 2500 Diesel 4X4 Silver	1GC4KLEY6TF250792	2026	$ 66,858.49	$ -	$ 66,858.49	0
TR-174	1	International 4300 Attenuator	1HTMMMML9JH530314	2018	$ 56,170.00	$ -	$ 56,170.00	0

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		TRAILERS						
TL-001	1	STAGECOACH GOOSENECK TRAILER	5NYGU242ENSC7646	2014	$ 3,724.50	$ 372.45	**$ 3,352.05**	6
TL-002	1	BIX TEX TRAILER	16VPX2026L2051622	2020	$ 4,813.74	$ -	**$ 4,813.74**	0
TL-003	1	EAGLE CARGO TRAILER	1E9211622F1549125	2015	$ 3,500.00	$ 350.00	**$ 3,150.00**	5
TL-004	1	TEREX / LOAD KING	5LKL5335481027412	2008	$ 32,554.76	$ -	**$ 32,554.76**	12
TL-005	1	HOMESTEADER	NCX1242527	2019	$ 3,050.00	$ 305.00	**$ 2,745.00**	1
TL-006	1	CARRY ON TRAILER	44MBU1626KG013757	2019	$ 2,739.99	$ 273.99	**$ 2,466.00**	1
TL-007	1	PJTM	4P5P62027J1281905	2018	$ 3,058.00	$ 305.80	**$ 2,752.20**	2
TL-008	1	EXPR	5GLBE16222C000682	2002	$ 1,000.00	$ 100.00	**$ 900.00**	18
TL-009	1	HOMESTEADER - NOT REGISTERED	5HABE1218AN001962	2010	$ 8,500.00	$ 850.00	**$ 7,650.00**	10
TL-012	1	FRUEHOFF	1H4B041121JL027206	1988	$ 16,500.00	$ 1,650.00	**$ 14,850.00**	32
TL-013	1	BIB-TEX	16VNX1427L3047438	2020	$ 2,695.00	$ -	**$ 2,695.00**	0
TL-015	1	CARRY-ON TRAILER	4YMBU1824KT017942	2019	$ 2,432.00	$ 243.20	**$ 2,188.80**	1
TL-017	1	RANGER DECON TRAILER	1R9BS3024JG547122	2018	$ 52,000.00	$ 5,200.00	**$ 46,800.00**	2
TL-018	1	WABASH VAN TRAILER	1JJV532WX7L039950	2007	$ 1,300.00	$ 130.00	**$ 1,170.00**	13
TL-019	1	LARK ENCLOSED TRAILER	5RTBE1428KD069878	2019	$ 4,311.42	$ 431.14	**$ 3,880.28**	1
TL-020	1	TFI TRAILER	17YGN402XYB019545	2000	$ 1,500.00	$ 150.00	**$ 1,350.00**	20
TL-022	1	LEGEND GOOSENECK	5D3BG3226YE101054	2000	$ 1,500.00	$ 150.00	**$ 1,350.00**	20
TL-023	1	BARRENTINE TRAILER	53VBC2023KG033893	2019	$ 3,500.00	$ 350.00	**$ 3,150.00**	1
TL-024	1	UTILITY SPREAD FB	1UYFS24895A634846	2005	$ 1,500.00	$ 150.00	**$ 1,350.00**	15
TL-025	1	COVERED WAGON	53FBE242XJF041896	2018	$ 6,841.77	$ 684.17	**$ 6,157.60**	2
TL-027	1	LUFKIN 45' FLOAT DROP	1L01B4533T1123204	1996	$ 7,240.00	$ 724.00	**$ 6,516.00**	23
TL-028	1	FONTAINE 48' ALUMINUM	1FTW68048W5AWK	2004	$ 7,240.00	$ 724.00	**$ 6,516.00**	15
TL-029	1	FONTAINE 48' ALUMINUM	13N14830561531700	2006	$ 6,710.00	$ 671.00	**$ 6,039.00**	13
TL-030	1	FONTAINE 48' ALUMINUM	13N14830451530701	2005	$ 7,770.00	$ 777.00	**$ 6,993.00**	14
TL-031	1	TRANSCRAFT 48' ALUMINUM	1TTF4820952012853	2005	$ 8,830.00	$ 883.00	**$ 7,947.00**	14
TL-032	1	HOMESTEADER	5HABE1620KN070097	2019	$ 3,900.00	$ 390.00	**$ 3,510.00**	0
TL-033	1	Lufkin	1L01B4021M1092261	1991	$ 1,500.00	$ 150.00	**$ 1,350.00**	13

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TL-034	1	WABASH VAN TRAILER	1JJV532W81L734953	2001	$ 1,797.00	$ 179.70	$ 1,617.30	18
TL-036	1	FONTAINE FB	13N145C781564458	1995	$ 4,155.00	$ 415.50	$ 3,739.00	24
TL-037	1	WABASH VAN TRAILER	1JJV532U9ML153187	1991	$ 3,000.00	$ 300.00	$ 2,700.00	28
TL-039	1	CARRY ON TRAILER	4YMBU2428KG000937	2019	$ 5,730.36	$ -	$ 5,730.36	0
TL-041	1	Stoughton Trailer	1DW1B5324YS378020	2000	$ 6,360.00	$ 636.00	$ 2,724.00	19
TL-043	1	Belshe Equipment Trailer	16JF0142XA1045606	2010	$ 2,240.00	$ 224.00	$ 2,016.00	9
TL-044	1	Fruehauf FB	1H2P04820SW069130	1998	$ 2,805.00	$ 280.50	$ 2,524.50	21
TL-045	1	DIAMOND C ROADCLIPPER UT	46UFU1623J1204646	2018	$ 3,467.00	$ 346.70	$ 3,120.30	1
TL-046	1	TRAILMOBILE VAN TRAILER	LMN01JAH386002859	2000	$ 4,400.00	$ 440.00	$ 3,520.00	19
TL-047	1	HORTON TRAILER	5E2G2322861026316	2006	$ 1,000.00	$ 100.00	$ 800.00	13
TL-048	1	GREAT DANE 48 FT SPREAD AXLE FB	1GRDM96211M003413	2001	$ 5,525.00	$ 552.50	$ 4,420.00	18
TL-049	1	GREAT DANE 48 FT SPREAD AXLE FB	1GRDM96201M011518	2001	$ 5,525.00	$ 552.50	$ 4,420.00	18
TL-050	1	INTERSTATE 18DT TRAILER	1JK0DT204WA090052	1998	$ 1,369.00	$ 136.90	$ 1,095.20	21
TL-051	1	FRUE Trailer STORAGE ONLY	1H2V04822HA009136	1987	$ 2,000.00		$ -	32
TL-052	1	FRUE Trailer (Cali'sTrailer)	1H2V04824JE001733	1988	$ 2,000.00		$ -	31
TL-053	1	FRUE Trailer DECON	1H2V04821JB025733	1988	$ 2,000.00		$ -	31
TL-055	1	FRUE Trailer STORAGE ONLY NOT REGISTERED ERROR ON TITLE	1H5V04826KM074287	1989	$ 2,000.00		$ -	30
TL-057	1	Utility Semi Trailer / Flatbed	1UYFS2456RA122294	1994	$ 5,000.00	$ 500.00	$ 2,000.00	26
TL-058	1	Utility Trailer	1UYFS245XRA122248	1994	$ 5,000.00	$ 500.00	$ 2,000.00	26
TL-059	1	Utility Semi Trailer	1UYFS2458SA369421	1995	$ 5,000.00	$ 500.00	$ 2,000.00	25
TL-061	1	ANDERSON UTILITY TRAILER	4YNGN292X5C031318	2005	$ 4,300.00	$ 430.00	$ 2,150.00	15
TL-064	1	Continental Cargo Utility Trailer	5NHUNSZ22DU105881	2013	$ 7,500.00	$ 750.00	$ 3,000.00	6
TL-065	1	Texas Pride 22' Dump Trailer Gooseneck	7HCK2HGD0JB001200	2018	$ 18,000.00	$ 1,800.00	$ 14,400.00	2
TL-066	1	Stealth Ent Stealth - Enclosed	52LBE1626GE044276	2016	$ 7,488.00	$ 748.80	$ 4,492.80	4
TL-067	1	Load Trail CH18/CH16, 2 Stationary	4ZECH2028E1066845	2014	$ 4,356.77	$ 435.67	$ 2,178.42	5
TL-068	1	Utility Flat Bed	1UYFS2457SA369457	1995	$ 5,000.00	$ 500.00	$ 3,000.00	24
TL-070	1	Utility Flat Bed	1UYFS2452NA794508	1992	$ 5,000.00	$ 500.00	$ 3,000.00	27
TL-071	1	Dorsey Flat	1DTP86W23PP031271	1993	$ 3,300.00	$ 330.00	$ 1,980.00	26
TL-072	1	Great Dane Straight/Drop/Wedge/Open Top	1GRAA0629YS059841	2000	$ 6,000.00	$ 600.00	$ 3,000.00	19
TL-073	1	LEGEND GOOSENECK FROM PIS	5D3BG3225YE101067	2000	$ 6,000.00	$ 600.00	$ 3,000.00	19
TL-074	1	MDUSC Decon Trailer / SHOWER	41285MDU0038CN	1985	$ 9,700.00	$ 970.00	$ 5,820.00	34
TL-076	1	Fontaine Trailer	13N248407W1581081	1998	$ 2,000.00	$ 400.00	$ 1,600.00	21
TL-077	1	Fontaine Trailer	13N24830625912589	2002	$ 7,725.00	$ 772.50	$ 4,635.00	17
TL-078	1	Jen Utility Trailer	1J9DG3220XJ143102	1999	$ 5,500.00	$ 550.00	$ 4,400.00	20
TL-079	1	Butler Low Boy	1BUD4920521005910	2002	$ 11,473.00	$ 1,147.30	$ 9,178.40	17
TL-081	1	DYNA UT Trailor	4U161AEX611040371	2001	$ 4,004.00	$ 400.40	$ 2,402.40	18
TL-082	1	HOMEMADE 20 FT EQUIPMENT TRAILER	NOVIN0201144688	2014	$ 500.00	$ -	$ -	5
TL-083	1	2004 DORSEY TRAILER	1DTV115294A302235	2004	$ 8,000.00	$ 800.00	$ 4,800.00	15
TL-086	1	HPA MONON VAN TRAILER	1NNVA5325WM302013	1998	$ 1,105.19	$ 110.50	$ 994.69	22
TL-087	1	Blue Kaufman Trailer	5VGFS1621EL002365	2014	$ 3,300.00	$ 330.00	$ 2,640.00	5
TL-088	1	Sure Trac Equip. Trailer	5JWTU2020C1051816	2012	$ 2,900.00	$ 290.00	$ 1,740.00	7
TL-091	1	Utility 53' Van Trailer	1UYVS253X3G985001	2003	$ 1,000.00	$ -	$ 1,000.00	16
TL-096	1	Carry-On (Jimmy bought in OK)	4YMBU1820HY013167	2017	$ 3,190.00	$ 319.00	$ 2,233.00	3
TL-099	1	Stoughton Van Trailer	IDWIA5322B464385	2001	$ 3,000.00	$ 300.00	$ 2,100.00	18
TL-100	1	Eager Beaver FB RED	11200D301GT090113	1986	$ 5,000.00	$ 500.00	$ 3,500.00	33
TL-101	1	Fontaine 53' Step Deck Spread Axle	13N2512A391548227	2009	$ 9,363.75	$ -	$ 9,363.75	10
TL-103	1	BIG TEX Utility Trailer	16V1W2424L2098215	2020	$ 4,620.00	$ -	$ 4,620.00	0
TL-104	1	Rock Solid Cargo trailer	7H2BE1824LD019089	2020	$ 5,972.97	$ -	$ 5,972.97	0
TL-105	1	Carry On Car Hauler	4YMBU1821G052545	2020	$ 3,027.95	$ -	$ 3,027.95	0
TL-107	1	Bendron Titan Cargo Trailer	5UZBE1621FD032472	2015	$ 100.00		$ 100.00	0
TL-108	1	Big Foot Flatbed Trailer	4B9BF2427KM163924	2019				0
TL-109	1	Stoughton Van Trailer vin ...409341	1DW1A5321YS409341	2000				
TL-110	1	Diamond Cargo 8.5 X 24	53NBE2424M1088105	2021	$ 7,500.00	$ -	$ 7,500.00	0
TL-111	1	Carry On 6X12 Utility	4YMBU1219MG032075	2021	$ 2,211.66	$ -	$ 2,211.66	0
TL-112	1	BIGFOOT 7X24 EQUIP TRAILER V# 63040	4B9BF2429LM163040	2021	$ 5,118.42	$ -	$ 5,118.42	0
TL-113	1	Roadclipper Dump Trailer WDT216	46UFU202XM1246959	2021	$ 41,698.00	$ -	$ 41,698.00	0
TL-114	1	Quality Cargo Trailer 7X14 White	50ZZ1E421HN002510	2017		$ -		
TL-115	1	Bravo Trailer - New one James Caron	4B91X2028ND273013	2022		$ -		
TL-116	1	Ranger Decon Trailer 4 stall	1R9BS3726KG547131	2019	$ 49,900.00	$ -	$ 49,900.00	0
TL-117	1	Triple Crown ATV Trailer	1XNBE1625R1140553	2024	$ 3,919.60	$ -		0
TL-118	1	Rock Solid Cargo	7H2BE1229RD059394	2024	$ 6,111.68	$ -		0
TL-119	1	JC Utility Trailer Lowboy 20'	7N7J8DL25RC004967	2024	$ 5,999.76	$ -		0
TL-120	1	Load Trail GE282 Gooseneck	4ZEGE2827R1319318	2024	$ 12,140.00	$ -		0
TL-121	1	Transcraft (Trao) Eagle Sem	1TTF4820562015122	2006	$ 11,000.00	$ -		0
TL-122	1	Triple Crown 7X14 Dump Trailer	1XNBD1429R1143672	2024	$ 12,191.41	$ -		0
TL-123	1	Anvil Cargo Trailer 8.5X20 Gray	7FYBE2022SD034352	2025	$ 20,268.64	$ -		0
TL-124	1	RBJ GPS Utility Trailer 6x12	7PZBU1213RT008570	2024	$ 2,996.93	$ -	$ 2,996.93	0
TL-125	1	Wabash 53' Van Trailer	1JJV532D7CL735738	2012	$ 9,630.00	$ -	$ 9,630.00	0
TL-126	1	Wabash 53' Van Trailer	1JJV532DXCL735863	2012	$ 9,630.00	$ -	$ 9,630.00	0
TL-127	1	Spartan EV 8.5X24T5-R Silver	50XBE2427SA046975	2025	$ 12,374.49	$ -	$ 12,374.49	0
TL-128	1	Spartan EV 8.5X24T5-R Silver	50XBE2429SA046976	2025	$ 12,374.49	$ -	$ 12,374.49	0
TL-129	1	Lawrimore 83x20 EQ Trailer	5WUBU2022RF075284	2024	$ 7,268.00	$ -	$ 7,268.00	0
TL-130	1	Interstate 7X14 Cargo Trailer Silver	4RALS1422MN116377	2021	$ 8,025.00	$ -	$ 8,025.00	0
TL-131	1	Covered Wagon Trailer 8.5X20 White	53FBE202XSF099417	2025	$ 14,017.49	$ -	$ 14,017.49	0
TL-132	1	Tiger TX Portable Restroom T/A Trailer	7S3BY1820NC001103	2022	$ 4,548.80	$ -	$ 4,548.40	0
TL-133	1	NCFT 6X12 Cargo Silver	7PVBE1212SD917677	2025		$ -		0
TL-134	1	Covered Wagon Trailer CW8.5X18TA3 White	53FBE1820SF102873	2025		$ -		0
TL-135	1	Covered Wagon Dump Trailer 7X14 .099952 Gray	53FBN1424SF099952	2025	$ 12,000.00	$ -	$ 12,000.00	0
TL-136	1	2025 Nationcraft, LLC Cargo 8.5X24 .017338 Tan	7PVBC2420SD017338	2025	$ 12,000.00	$ -	$ 12,000.00	0
TL-137	1	Wabash 53' Van Trailer Air Ride	1JJV532D8CL728863	2012	$ 10,000.05	$ -	$ 10,000.05	0
TL-138	1	(RODR) Rodriguez 24'FB Utility Trailer	ROD24102082547	2025				
TL-139	1	BigTex 14PH-20BK-5MR	16V2F3124T6443069	2026				
TL-140	1	Transcraft 53' X 102 Drop Deck Beavertail w-ramps	1TTE532S1L3226868	2020				
TL-141	1	Rawmaxx Flat Deck Trailer	3EVBF2525S1124054	2025				

ITEM NO.	QTY	DESCRIPTION AND CAPACITY OF ITEMS	VIN NUMBER / SERIAL NUMBER	YEAR MFGD	PURCHASE PRICE	DEPRECIATED VALUE	CURRENT NET VALUE	AGE
TL-142	1	Utility 53' Van Trailer	1UYVS2533CP242812	2012				
TL-143	1	GPS 24' Dovetail Equipment Trailer .012182	7PZBE2425ST012182	2025				
TL-144	1	Road Runner 7X24' V-Nose Enclosed Silver	1Z9BV2422TF147662	2026				
ITEM NO.	QTY	DESCRIPTION AND CAPACITY OF ITEMS	VIN NUMBER / SERIAL NUMBER	YEAR MFGD	PURCHASE PRICE	DEPRECIATED VALUE	CURRENT NET VALUE	AGE
		LARGE EQUIPMENT						
EQ - 001	1	ACSI 20,000 CFM DUST COLLECTOR	1A9VSNU25P1247188	1993	$ 25,000.00	$ 23,750.00	$ 1,250.00	27
EQ - 002	1	ACSI 20,000 CFM DUST COLLECTOR	1A9VSNR28R1247313	1994	$ 25,000.00	$ 23,750.00	$ 1,250.00	26
EQ - 003	1	ARS Recycling S6 Super Unit 6 pot Recycler		2010	$ 295,000.00	$ 280,250.00	$ 14,750.00	9
	1	ITI TRAILER	1Z9SC4832AM310159		$ 5,000.00	$ 4,750.00	$ 250.00	
EQ - 004	1	ARS ARIES VAC B 4-POT 4000CFM		2012	$ 280,000.00	$ 266,000.00	$ 14,000.00	7
	1	ITI TRAILER	1Z9SC4535CM310311			$ -	$ -	
EQ - 006	1	ARS Recycling S6 Super Unit 6 pot Recycler	56451358SY300387	2013	$ 363,000.00	$ 344,850.00	$ 18,150.00	6
	1	ITI TRAILER / MODEL: SSD499650-50	1Z9SC4930DM310387		$ 17,000.00	$ 16,150.00	$ 850.00	
EQ - 007	1	ARS 45,000 CFM DUST COLLECTOR WINI		2012	$ 115,000.00	$ 109,250.00	$ 5,750.00	7
	1	ITI WINSTON TRAILER	1W9AP2305CH160102		$ 12,312.50	$ 11,696.88	$ 615.63	
EQ - 008	1	ARS 45,000 CFM DUST COLLECTOR	M14-031	2015	$ 112,585.90	$ 106,956.61	$ 5,629.30	4
	1	WINSTON DC45 TRAILER	1W9AP2305FH160010			$ -	$ -	
EQ-009	1	8 ton Schmidt blast pot-trailer mounted	Serial #732188	1990	$ 10,000.00	$ 9,500.00	$ 500.00	29
EQ-011	1	WANCO INC. ARROWBOARD	5F11S1019F1005180	2015	$ 6,500.00	$ 6,175.00	$ 325.00	4
EQ-013	1	WANCO INC. ARROWBOARD	5F11S1013G1005743	2015	$ 6,500.00	$ 6,175.00	$ 325.00	4
EQ-014	1	TEREX TH844C 8K FORKLIFT	045947	2004	$ 15,959.62	$ 15,161.64	$ 797.98	15
EQ-015	1	TEREX TH844C 8K FORKLIFT		2005	$ 17,766.38	$ 16,878.06	$ 888.32	14
EQ-016	1	TEREX TH844C 8K FORKLIFT	TH0805B 6625	2005	$ 15,959.62	$ 15,161.64	$ 797.98	14
EQ-017	1	NATIONAL SIGN INC. ARROWBOARD	IN9AK1014EF272469	2015	$ 6,500.00	$ 6,175.00	$ 325.00	4
EQ-020	1	NATIONAL SIGN INC. ARROWBOARD	IN9AK1018EF272474	2015	$ 6,500.00	$ 6,175.00	$ 325.00	4
EQ-021	1	Tisch TE-5170 VFC Air Sampler	1101	2017	$ 3,715.00	$ 3,529.25	$ 185.75	2
EQ-022	1	Tisch TE-5170 VFC Air Sampler	1012	2017	$ 3,715.00	$ 3,529.25	$ 185.75	2
EQ-023	1	Anderson HP 35 Hydra Platform Trailer Mounted	1H9US3332ES196398	2014	$ 156,550.00	$ 148,722.50	$ 7,827.50	5
EQ-024	1	Multi Quip DCA70SSIU4F 56KW Diesel Generator	S/N 7354210	2017	$ 34,000.00	$ 32,300.00	$ 1,700.00	2
EQ-026	1	Tisch TE-5170 VFC Air Sampler	2122	2017	$ 3,715.00	$ 3,529.25	$ 185.75	2
EQ-028	1	Tisch TE-5000 VFC Air Sampler	1000	2016	$ 3,715.00	$ 3,529.25	$ 185.75	3
EQ-029	1	Tisch TE-5028 Air Sampler Calibration Kit	3302	2017		$ -	$ -	2
EQ-030	1	Tisch TE-5007 VFC Air Sampler	5181	2014	$ 3,715.00	$ 3,529.25	$ 185.75	5
EQ-031	1	Mitsubishi FGC30 6k Warehouse Forklift	F83-00536		$ 3,200.00	$ 2,560.00	$ 640.00	
EQ-032	1	ARS Recycling S6 Super Unit 6 pot Recycler	M18-001	2018	$ 518,000.00	$ 103,600.00	$ 414,400.00	1
	1	ITI Trailer	1Z9SC4936JM310633				$ -	
EQ-033	1	Kubota RTVX 1120 Diesel	A5KF1GDBJEG016013	2014	$ 15,000.00	$ 2,250.00	$ 12,750.00	5
EQ-034	1	Putzmeister TK20 Concrete Pump	1P9AP1413HR330365	2018	$ 70,524.10	$ 10,578.62	$ 59,945.49	1
EQ-035	1	Airplaco Pumpmaster	Pump S/N 173306	2018	$ 17,235.00	$ 2,585.25	$ 14,649.75	1
EQ-036	1	Volvo Skidsteer MC110	#MC110P60013#	2004	$ 19,270.00	$ 15,416.00	$ 3,854.00	15
EQ-037	1	Niftylift TM 34 MG	SN:01-30365	2016	$ 11,900.00	$ 2,380.00	$ 9,520.00	3
EQ-038	1	Kubota SLV95-2SHFC Track Loader	39475	2018	$ 67,179.00	$ 10,076.85	$ 57,102.15	1
EQ-039	1	Kubota KX080-4SR3A Excavator	45313	2018	$ 98,778.00	$ 14,816.70	$ 83,961.30	1
EQ-040	1	JCB 535-140 8K 4X4 Ext. Reach Forklift	Engine s/n SH320/40532U1190713 Transmi	2014	$ 52,247.70	$ 20,899.08	$ 31,348.62	5
EQ-041	1	John Deere 50ZTS Track Excavator	240334		$ 19,502.10	$ 9,751.05	$ 9,751.05	
EQ-042	1	Ingersoll Rand XP375 CFM Compressor Diesel	395375ULRB12		$ 19,000.00	$ 9,500.00	$ 9,500.00	
EQ-043	1	Ingersoll Rand XP375 CFM Compressor Diesel	372852UFQB12		$ 19,000.00	$ 9,500.00	$ 9,500.00	
EQ-044	1	Doosan C185 CFM Compressor Diesel	4668473ZYF23	2015	$ 10,950.00	$ 4,380.00	$ 6,570.00	4
EQ-045	1	Daewoo 030 Excavator Diesel Tracks					$ -	
EQ-046	1	Solar Tech Arrowboard	4GM1A0916J1529696	2018	$ 5,133.30	$ 770.00	$ 4,363.31	1
EQ-047	1	Solar Tech Arrowboard	4GM1A0918J1529697	2018	$ 5,133.30	$ 770.00	$ 4,363.31	1
EQ-049	1	Wacker Neuson Light Tower WNCLTV01EPUM03848	5XFLV0419JM003275	2018	$ 7,156.88	$ 1,073.53	$ 6,083.35	1
EQ-050	1	Wacker Neuson Light Tower WNCLTV01CPUM03843	5XFLV0414JM003278	2018	$ 7,156.88	$ 1,073.53	$ 6,083.35	1
EQ-051	1	Wacker Neuson Light Tower WNCLTV01HPUM03847	5XFLV0413JM003272	2018	$ 7,156.88	$ 1,073.53	$ 6,083.35	1
EQ-052	1	Wacker Neuson Light Tower WNCLTV01JPUM03839	5XFLV041XJM003270	2018	$ 7,156.88	$ 1,073.53	$ 6,083.35	1
EQ-053	1	Wacker Neuson Light Tower WNCLTV01JPUM03842	5XFLV0413JM003269	2018	$ 7,156.88	$ 1,073.53	$ 6,083.35	1
EQ-054	1	Wacker Neuson Light Tower WNCLTV01KPUM03838	5XFLV0411JM003268	2018	$ 7,156.88	$ 1,073.53	$ 6,083.35	1
EQ-055	1	Wacker Neuson Light Tower WNCLTV01LPUM03832	5XFLV0416JM003265	2018	$ 7,156.88	$ 1,073.53	$ 6,083.35	1
EQ-056	1	Wacker Neuson Light Tower WNCLTV01VPUM03844	5XFLV0410JM003259	2018	$ 7,156.88	$ 1,073.53	$ 6,083.35	1
EQ-057	1	Conex 8X20			$ 2,500.00	$ 2,250.00	$ 250.00	
EQ-058	1	Conex 8X20			$ 2,500.00	$ 2,250.00	$ 250.00	
EQ-059	1	Conex 8X20			$ 2,500.00	$ 2,250.00	$ 250.00	
EQ-060	1	Conex 8X20			$ 2,500.00	$ 2,250.00	$ 250.00	
EQ-061	1	John Deere Gator TX 4X2 2 seat side X side		2010	$ 10,000.00	$ 8,000.00	$ 2,000.00	9
EQ-062	1	Heat Wagon VG400 400K BTU Indirect Fired Heater 12V 1PH		2007			$ -	12
EQ-063	1	Heat Wagon VG400 400K BTU Indirect Fired Heater 12V 1PH		2007			$ -	12
EQ-064	1	PSC Message Board / Arrow Trailer mounted	1P91217192G301112	2002			$ -	18
EQ-065	1	Frost Fighter 350K Indirect Fired Heater		2014			$ -	5
EQ-066	1	Frost Fighter 350K Indirect Fired Heater		2014			$ -	5
EQ-067	1	Frost Fighter 350K Indirect Fired Heater		2014			$ -	5
EQ-070	1	Solar Tech Arrowboard	4GM1A0911J1529699	2018	$ 5,133.30	$ 770.00	$ 4,363.31	1
EQ-071	1	Husqvarna FS 3500 30" G Walk Behind Saw	1379418001	2019	$ 15,865.00	$ 1,586.50	$ 14,278.50	0
EQ-072	1	Anderson Hydra Platform HP35	1H9US33313C196211R	3- Remanufactured in 2	$ 80,000.00	$ 48,000.00	$ 32,000.00	0
EQ-073	1	Terex Bidwell 2450 Concrete Roller Paver	2450-2019-02	2019	$ 127,440.00	$ 12,744.00	$ 114,696.00	0
EQ-075	1	Anderson Hyfra Platform HP 35	S/N 1H9US3335JS196521	2019	$ 160,000.00	$ 16,000.00	$ 144,000.00	0
EQ-076	1	John Deere 333GXT Compact Track Loader	1T0333GMHKF349438	2019	$ 83,753.32	$ 8,375.33	$ 75,377.99	0
EQ-077	1	CASE 621G Full Size Wheel Loader	NJF246459	2019	$ 157,450.00	$ 15,745.00	$ 141,705.00	0
EQ-078	1	CASE CX145D Small Full Size Excavator	NKS7E1588	2019	$ 147,500.00	$ 14,750.00	$ 132,750.00	0
EQ-079	1	CASE CX245D Med. Full Size Excavator	NKS7K1257	2019	$ 205,500.00	$ 20,550.00	$ 184,950.00	0
EQ-080	1	Mecalac MRC6 Skid Excavator	MEC06MCRTH0120458	2017	$ 105,950.00	$ 10,595.00	$ 95,355.00	0
EQ-081	1	Tisch TE-5170 VFC Air Sampler		2019	$ 4,091.80	$ 409.18	$ 3,682.62	0

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EQ-082	1	Tisch TE-5170 VFC Air Sampler		2019	$ 4,091.80	$ 409.18	$ 3,682.62	0
EQ-083	1	Putzmiester Thom Katt TK40 Concrete Pump	S/N2106T4857 Vin. 1P9AP1619JR330857	2018	$ 66,900.00		$ 66,900.00	0
EQ-084	1	Case 921G Wheel Front End Loader, 5yd bucket,72" forks, root rake	NJF246475	2019			$ -	
EQ-085	1	Solar Technology, Inc. Silent Messenger Message Board	4GM2M1511K1415338	2019	$ 16,600.00		$ 16,600.00	0
EQ-086	1	Solar Technology, Inc. Silent Messenger Message Board	4GM2M1513K1415339	2019	$ 16,600.00		$ 16,600.00	0
EQ-087	1	Solar Technology, Inc. Silent Messenger Message Board	4GM2M1514K1415463	2019	$ 16,600.00		$ 16,600.00	0
EQ-088	1	Solar Technology, Inc. Silent Messenger Message Board	4GM2M1516K1415464	2019	$ 16,600.00		$ 16,600.00	0
EQ-089	1	Case Compact Excavator CX55B	S/N NGTN56096	2016	$ 54,544.32		$ 54,544.32	
EQ-090	1	Sullivan 185 CFM Compressor	D185PDZSB	2016	$ 13,500.00	$ 4,050.00	$ 9,450.00	
EQ-093	1	Altlas Copco XAS 185 CFM Compressor	4500A1018AR	2010	$ 11,500.00	$ 6,900.00	$ 4,600.00	
EQ-095	1	Allen 28' Triple Roller Tube Pavers TRTP150B	S/N 512969-TT150B	2012			$ -	
EQ-096	1	Kubota SVL75-2 Hi Flow Cab & Hyd Cplr Skid Steer, forks, 74" bucket	S/N KBCC0752TK1K47148	2020	$ 59,714.00	$ -	$ 59,714.00	0
EQ-097	1	Kubota SVL75-2 Hi Flow Cab & Hyd Cplr Skid Steer, forks, 74" bucket	S/N 46193	2020	$ 59,714.00	$ -	$ 59,714.00	0
EQ-098	1	Solar Technology, Inc. Silent Messenger Message Board	4GM2M1511K1415825	2019	$ 16,600.00	$ -	$ 16,600.00	0
EQ-099	1	Solar Technology, Inc. Silent Messenger Message Board	4GM2M1518K1415692	2019	$ 16,600.00	$ -	$ 16,600.00	0
EQ-100	1	Case 850M Bull Dozer	NKC103769	2019	$ 155,430.00	$ -	$ 155,430.00	0
EQ-101	1	JLG 34' W/ JIB Articulating Manlift 340AJ Diesel	s/n 300247198	2018	$ 40,910.00	$ -	$ 40,910.00	0
EQ-102	1	JLG 45' w/JIB 4wd Articulating manlift 450AJ Diesel	s/n 0300219746	2016	$ 40,157.00	$ -	$ 40,157.00	0
EQ-103	1	JLG 45' w/JIB 4wd Articulating manlift 450AJ Diesel	s/n 0300161525	2012	$ 28,127.00	$ -	$ 28,127.00	0
EQ-104	1	JLG 45' w/JIB 4wd Articulating manlift 450AJ Diesel	s/n 0300178100	2013	$ 30,806.00	$ -	$ 30,806.00	0
EQ-105	1	2018 TerraMac RT-14R Crawler Carrier	s/n 14RG0076	2018	$ 193,699.69	$ -	$ 193,699.69	0
EQ-106	1	My Casa 8X20 Storage Conex	N/A	2018	$ 2,900.00	$ -	$ 2,900.00	0
EQ-107	1	Entech 45DC Dust Collector Lot 299-1 Semi OK	1E9FF4727FN195002	2015	$ 95,000.00	$ -	$ 95,000.00	0
EQ-109	1	Entech 45DC Dust Collector Lot 299-1 Semi OK	1E9FP 3829DN195005	2013	$ 60,000.00	$ -	$ 60,000.00	0
EQ-113	1	Anderson Hydra Platform HP32 - Air Brakes	1H9US33364N196212	2004	$ 80,000.00	$ -	$ 80,000.00	0
EQ-114	1	Anderson Hydra Platform HP35 - Air Brakes	1H9US33384N196213	2004	$ 80,000.00	$ -	$ 80,000.00	0
EQ-115	1	Bobcat T870 T4 CompactTrack Loader	B47C18941	2021	$ 106,160.00	$ -	$ 106,160.00	0
EQ-116	1	Sullair 1600 CFM Compressor	200806260074	2008	$ 85,000.00	$ -	$ 85,000.00	0
EQ-117	1	Sullair 1600 CFM Compressor	201402260038	2014	$ 125,000.00	$ -	$ 125,000.00	0
EQ-118	1	Case Excavator CX145D SR	DAC145K7NMS7E2174	2021	$ 165,500.00	$ -	$ 165,500.00	0
EQ-119	1	Case Midi Ex CX80C	NMS6B2710	2021	$ 121,500.00	$ -	$ 121,500.00	0
EQ-120	1	Case Midi Ex CX80C	DAC080K6NLS6B2457	2021	$ 113,500.00	$ -	$ 113,500.00	0
EQ-121	1	Wacker Neuson G25 Generator Standard T4 (2in ball)		2022	$ 27,463.80	$ -	$ 27,463.80	0
EQ-122	1	Wacker Neuson TH627 Telehandler w-forks & bucket	418020232	2016	$ 71,799.00	$ -	$ 71,799.00	0
EQ-123	1	Wacker Neuson ST45 Skid Steer Tracks w-forks & bucket	WNCS0404JPAL00270	2016	$ 45,689.28	$ -	$ 45,689.28	0
EQ-124	1	Wacker Neuson WL60T Telescopic Wheel Loader	3033044	2016	$ 51,209.34	$ -	$ 51,209.34	0
EQ-125	1	Husqvarna FS 520 20" Walk Behind Saw	967045902	2019	$ 6,638.00	$ -	$ 6,638.00	0
EQ-126	1	Doosan (Ingersoll Rand) 185 CFM Compressor	413222UDUD75	2010		$ -		0
EQ-127	1	Tisch TE-5028 Calibration Kit (2 slack tubes)	S/N 4107 Rootsmeter S/N 438320	2022	$ 1,595.64	$ -	$1,595.64	0
EQ-128	1	John Deere Gator TX 4X2 sideXside w-Dumpbed	1M04X2XDADM081427	2013	$ 4,995.00	$ -	$4,995.00	0
EQ-129	1	CASE CX250D Long Reach Excavator	NJS7M1319	2018	$ 199,860.00	$ -	$199,680.00	0
EQ-130	1	Polaris Ranger 900 2dr 4X4	4XAJT87AOCB442768	2023	$ 5,500.00	$ -	$5,500.00	0
EQ-131	1	CAT 259D3 Compact Skid Steer Track Loader,928347	CAT0259DLCW928347	2023	$ 44,567.50	$ -	$44,567.50	0
EQ-132	1	Hydraulic Vibratory Driver / Extractor - Pile Hammer	Model ICE 7E s/n V7E953		$ 74,248.00	$ -	$74,248.00	0
EQ-133	1	AGT LRT23 Stand On Mini Loader Skid Steer	CZLRT2324041900312	2024	$ 6,289.10	$ -	$6,289.10	0
EQ-134	1	VacMaster 23T Tier 4 Vacuum - trailer mounted	V7210014	2025	$ 225,016.80	$ -	$225,016.80	0
		on MVT20 Behnke Trailer	4L5ST2032SF072768	2025		$ -		0
EQ-135	1	Marco Air Dryer Pneu 1600 CFM	M95D-218	2025	$ 27,096.54	$ -	$27,096.54	0
EQ-136	1	Industrial Vacuum DC 20	1D9D3UA25FW048001Z	2015	$ 45,000.00	$ -	$45,000.00	0
EQ-137	1	Axxiom Schmidt Air Dryer System 1600CFM			$ 23,735.00	$ -	$23,735.00	0
EQ-138	1	SMC 2000 Full Matrix Message Board LHF-STF-0147	7L31CA215RG000721	2024	$ 17,066.00	$ -	$17,066.00	0
EQ-139	1	SMC 2000 Full Matrix Message Board LHF-STF-0170	7L31CA21XRG000875	2024	$ 17,066.00	$ -	$17,066.00	0
EQ-140	1	SMC 2000 Full Matrix Message Board LHF-STF-0302	7L31H8215RG000941	2024	$ 17,066.00	$ -	$17,066.00	0
EQ-141	1	M90 EZ 15-Light Arrow Board HSG-A24-0324	7L31E721XSG000229	2024	$ 4,452.00	$ -	$4,452.00	0
EQ-142	1	M90 EZ 15-Light Arrow Board HSG-A24-0325	7L31E7216SG000230	2024	$ 4,452.00	$ -	$4,452.00	0
EQ-143	1	Toyota 8FGU25 5000lb Warehouse Forklift	8FGU25-76025	2016	$ 14,816.25	$ -	$14,816.25	0
EQ-144	1	Pake Handling Electric Scissor Lift 22' 660lb cap - PAKSL-SJY0358	S202505017	2025	$ 5,712.00	$ -	$5,712.00	0
EQ-145	1	Takeuchi TB210R Mini Excavator	211006255	2021	$ 16,971.50	$ -	$ 16,971.50	0
EQ-146	1	Atlas Copco QAS 175 Generator	ESF506834	2022	$ 70,997.16	$ -	$70,997.16	0
EQ-147	1	Bobcat Light Tower PL65WKBT-60HZ-T4	520102UFAJK80	2025	$ 14,426.00	$ -	$14,426.00	0
EQ-148	1	Bobcat Light Tower PL65WKBT-60HZ-T5	520103UFAJK80	2025	$ 14,426.00	$ -	$14,426.00	0
EQ-149	1	Doosan Light Tower LED LCVWKUB-T4F	513774UIAHG78	2023	$ 13,549.00	$ -	$13,549.00	0
EQ-150	1	Doosan Light Tower LED LCVWKUB-T4F	513768UIAHG78	2023	$ 13,549.00	$ -	$13,549.00	0
EQ-151	1	Vermeer Vacuum V800G Trailer	1M9FE1229DS284154	2013	$ 35,546.20	$ -	$35,546.20	0
		SMALL EQUIPMENT						
	1	Saw, Cut-Off 14" Gas Model: TS420-14	Serial#179212290	2014	$ 1,139.94	$ 113.99	$ 1,025.95	1
	6	Concrete Saw Husqvarna Gas	N/A	2018	$ 5,370.00	$ 537.00	$ 4,833.00	2
	2	Concrete Saw Stihl Gas	N/A	2018	$ 1,600.00	$ 160.00	$ 1,440.00	2
SE-003	1	MHTA-2 Manuel Highway Tape Applicator						
SE-005	1	Prism Inflatable 1000W metal halide Ballon Lights -Honda Eu2200i generator	EAMT-1314069	2019				
SE-006	1	Prism Inflatable 1000W metal halide Ballon Lights -Honda Eu2200i generator	EAMT-1314070	2019				
SE-007	1	Prism Inflatable 1000W metal halide Ballon Lights -Honda Eu2200i generator	EAMT-1314071	2019				
SE-008	1	Prism Inflatable 1000W metal halide Ballon Lights -Honda Eu2200i generator	EAMT-1314072	2019				
SE-009	1	Prism Inflatable 1000W metal halide Ballon Lights -Honda Eu2200i generator	EAMT-1314073	2019				
SE-010	1	Prism Inflatable 1000W metal halide Ballon Lights -Honda Eu2200i generator	EAMT-1314074	2019				
SE-011	1	Prism Inflatable 1000W metal halide Ballon Lights -Honda Eu2200i generator	EAMT-1314075	2019				
SE-012	1	Prism Inflatable 1000W metal halide Ballon Lights -Honda Eu2200i generator	EAMT-1314076	2019				
SE-013	1	Prism Inflatable 1000W metal halide Ballon Lights -Honda Eu2200i generator	EAMT-1314077	2019				
SE-014	1	Prism Inflatable 1000W metal halide Ballon Lights -Honda Eu2200i generator	EAMT-1314078	2019				
SE-015	1	Prism Inflatable 1000W metal halide Ballon Lights -Honda Eu2200i generator	EAMT-1314079	2019				
SE-016	1	Prism Inflatable 1000W metal halide Ballon Lights -Honda Eu2200i generator	EAMT-1314080	2019				
SE-017	1	Prism Inflatable 1000W metal halide Ballon Lights -Honda Eu2200i generator	EAMT-1355851	2019				
SE-018	1	Prism Inflatable 1000W metal halide Ballon Lights -Honda Eu2200i generator	EAMT-1355854	2019				
SE-019	1	Prism Inflatable 1000W metal halide Ballon Lights -Honda Eu2200i generator	EAMT-1355860	2019				
SE-020	1	Schmidt 300# Abraisive blaster Model SI861863902 W/ hose	18L-4985	2015				
SE-021	1	International 300#vAbraisive Blaster Model SI-8618-639-01 W /hose	211848	2004				

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SE-022	1	Stihl 14" Cut Off Saw TS420 Gas	185796715	2020				
SE-023	1	Stihl 14" Cut Off Saw TS420 Gas	185605223	2015				
SE-024	1	Hobart Champion Elite 225 243759 Welder/Generator	NC031017R	2023				
SE-025	1	Easy Kleen IS7040G 7000PSI Pressure Washer Cold	1528312	2015				
SE-026	1	Stihl 14" Cut Off Saw TS420 Gas	190814652					
SE-027	1	Pirate Brand 3.5 CU FT Blast Pot	303475	2005				
SE-028	1	Generac Generator GP6500 G0076802	3007809181	2021				
SE-029	1	Easy Kleen IS7040G 7000PSI Pressure Washer Cold	2114361					
SE-030	1	Easy Kleen Magnum Gold 4000PSI Pressure Washer HOT	9874566123	2022				
SE-031	1	Easy Kleen Magnum Gold 4000PSI Pressure Washer HOT		2022				
SE-032	1	Wel-Co Metallurgical Corporation Core Drill	SN-01042 - Dewalt Motor SN-010902					
SE-033	1	HG Adhesive Dispensing Black Bear		2022				
SE-034	1	Vulcan OmniPro 220 MIG Welder	37503182022	2022				
SE-035	1	Pirate Brand 3.5 CU FT Blast Pot, w/Lid 18"& Screen 18"	#0121	2024	$ 5,656.91		$ 5,656.91	0
		Misc Tools, Hoses, Nozzles, Cables, Rigging Equipment., etc	N/A	N/A	$ 200,000.00		$ 200,000.00	N/A
		Safety equipment / Fall protection	N/A		$ 20,000.00	$ 2,000.00	$ 18,000.00	2
		Traffic Control Devices	N/A	2019	$ 25,000.00	$ 1,200.00	$ 23,800.00	1
	20	Steel Grit New - Barrels	N/A	2020	$ 13,000.00		$ 13,000.00	0
	100	Grit / Re-Cycle - Barrels	N/A	2019-2020	$ 45,000.00		$ 45,000.00	0
	12	WIWA Paint Pump 64/1 @ $4385.93 each	N/A	2016-2020	$ 52,631.16	$ 5,263.11	$ 42,104.94	3
	4	Graco Extreme X30 Paint Pump 60/1	N/A	2013	$ 1,500.00	$ 150.00	$ 1,350.00	2
	12	Generator assorted sizes	N/A	2018-2020	$ 7,500.00		$ 7,500.00	1
	51	20"X16' Aluminum Scaffolds	N/A	2018	$ 10,180.00	$ 1,527.00	$ 8,653.00	1
	12	12"X20' Aluminum Sxcaffolds	N/A	2018	$ 4,840.00	$ 726.00	$ 4,114.00	1
	4	20"X24' Aluminum Scaffolds	N/A	2018	$ 2,166.53	$ 324.98	$ 1,841.55	1
	6	20"X32' Aluminum Scaffolds	N/A	2018	$ 4,379.00	$ 656.85	$ 3,722.15	1
	12	24"X24' Aluminum Scaffolds	N/A	2019	$ 15,540.00	$ 2,331.00	$ 13,209.00	1
	3	Aluminum 16' Extension Ladders	N/A	2013	$ 170.00	$ 17.00	$ 153.00	2
	2	Aluminum 8' Extension Ladders	N/A	2014	$ 120.00	$ 12.00	$ 108.00	1
	1	Aluminum 32' Extension Ladder	N/A	2014	$ 360.00	$ 36.00	$ 324.00	1
	4	Sky Climber Motors	N/A	2013	$ 500.00	$ 50.00	$ 450.00	2
	12	Safety Yo Yo's with Harness	N/A	2014-2020	$ 4,080.00	$ -	$ 4,080.00	0
	50	Safety Harness's with Laynards	N/A	2019-2020	$ 6,250.00	N/A	$ 6,050.00	N/A
	12	100' Extension Cords 14/2 Gauge	N/A	2019	$ 720.00	$ 72.00	$ 648.00	1
	1	Complete Repair Air Coupling Box Set	N/A	2014	$ 120.00	$ 12.00	$ 108.00	1
	200	Tie Down Straps 4 inch ratchet	N/A	2018-2020	$ 10,000.00	$ 1,000.00	$ 9,000.00	1
	18	Heavy Duty Snatch Blocks	N/A	2014	$ 3,960.00	$ 396.00	$ 3,564.00	1
	250	12' Chains with Hooks	N/A	2018	$ 7,500.00	$ 750.00	$ 6,750.00	1
	12	Battery Charger	N/A	2018	$ 270.00	$ 27.00	$ 243.00	2
	6	Palett Jack	N/A	2018	$ 720.00	$ 72.00	$ 576.00	2
	5	Barrell Dolly	N/A	2014	$ 600.00	$ 60.00	$ 540.00	1
	5	Banding Macines	N/A					
	1	Drum Cart	N/A	2014	$ 185.00	$ 18.50	$ 166.50	1
	1	Mixer Mortar 9 CubicFeet	Serial#G1459257 / Model: WM90PH8	2015	$ 2,593.00	$ 259.30	$ 2,333.70	0
	4	Marco - Blastmaster 2.0 L-Series 100lb pots	N/A	2019	$ 6,310.02	$ -	$ 6,310.02	0
	2	Marco - 10 cu Blast Pot 2 nozzle	N/A	2019	$ 6,069.25	$ -	$ 6,069.25	0
	1	Blast Pot- Green Clemco	Model#23063	2015	$ 2,200.00	$ 220.00	$ 1,980.00	0
	2	Blast Pot- BlueClemco	Model#2452	2015	$ 4,400.00	$ 440.00	$ 3,960.00	0
	12	Air Tree / Manifold Marco / Barricade / Bullard	N/A	2018-2020	$ 4,650.00	$ 465.00	$ 4,185.00	0
	1	Manifold for by-pass pumping	Serial#400420043	2014	$ 3,424.00	$ 375.00	$ 3,049.00	1
	1	5.5 HP Diaphram Test Pump	Serial#1406930	2014	$ 2,243.26	$ 250.00	$ 1,993.26	1
		Fence	N/A	N/A	$ 100,000.00		$ 100,000.00	
		Safe Span	N/A	N/A	$ 250,000.00		$ 250,000.00	
	1	TopCon Laser Level RL-H5A	1P059657	2019	$ 645.00	$ -	$ 645.00	0
	1	Lazor	N/A	2014	$ 2,750.00	$ 300.00	$ 2,450.00	1
	10	Assorted Pressure washers - cold		2019	$ 4,678.90	$ 46.78	$ 4,632.12	1
	1	Dyna GLO Pro 30,000 - Space Heater	N/A	2015	$ 410.00	$ 41.00	$ 369.00	0
	1	Dyna GLO 12,000 BTU Heater	Serial#0338030045/ZT	2013	$ 524.29	$ 52.42	$ 471.87	2
	1	Heat-Master 135,000 BTU	Serial#MH-135T-KFA	2015	$ 350.00	$ 35.00	$ 315.00	0
	2	Master Pro 125,000 BTU Space Heater	N/A	2014	$ 570.00	$ 57.00	$ 513.00	1
	1	Air Hose - 1200 PSI Iron Horse	N/A	2014	$ 482.57	$ 55.00	$ 427.57	1
	20	Computers / Software - Other	N/A	2019-2020	$ 50,000.00		$ 50,000.00	0
	10	Furniture and Office Equipment	N/A	2018-2020	$ 15,000.00	$ 119.23	$ 14,880.77	2
	12	Needle Guns	N/A	N/A	$ 1,350.00	$ 135.00	$ 1,215.00	N/A
	3	23 MM Bristle Blasters	N/A	2019	$ 3,750.00	$ 375.00	$ 3,375.00	1
		Small Power Tools Drills- grinders, regular. hammer, rotary etc. w/ Chargers	N/A	2019/2020	$ 25,000.00		$ 25,000.00	0
		Small Hand Tools (Wrenches, Sockets, Screw drivers, Shovels,Trowels etc.)	N/A		$ 29,690.26	$ 2,969.02	$ 26,721.24	N/A
		Inspection Equipment Name	**Serial Number**					
	1	PCE Concrete Rebound Test Hammer PCE-HT-225A	S#71101	2019	$ 640.00		$ 640.00	0
	1	BYK a200 Anemometer	180825563	6/18/2020	$ 164.00			
	1	Sper Scientific	AE64289/33775	N/A	$ 916.00			
	1	Reed LM-8000	Q798473/34213	N/A	$ 159.00			
	1	Reed LM-81AM	Q946719/34212	N/A	$ 89.00			
	1	EXTECH Anemometer	222234	N/A	$ 219.99			
	1	Bacharach Sling Psychrometer	33132	2/7/2021	$ 106.50			
	1	Bacharach Sling Psychrometer	27261	2/7/2021	$ 106.50			
	1	Bacharach Sling Psychrometer	28791	11/9/2018	$ 106.50			
	1	Bacharach Sling Psychrometer	34989	6/29/2024	$ 106.50			
	1	Bacharach Sling Psychrometer	37527	2/23/2024	$ 106.50			
	1	Bacharach Sling Psychrometer	38716	8/15/2020	$ 106.50			
	1	Bacharach Sling Psychrometer	33874	9/26/2020	$ 106.50			

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	1	Bacharach Sling Psychrometer	33875	9/26/2020	$ 106.50			
	1	Bacharach Sling Psychrometer	33876	5/20/2023	$ 106.50			
	1	Bacharach Sling Psychrometer	40103	1/21/2021	$ 106.50			
	1	Bacharach Sling Psychrometer	33135	1/21/2021	$ 106.50			
	1	Bacharach Sling Psychrometer	42772	6/18/2020	$ 106.50			
	1	Bacharach Sling Psychrometer	70661	5/20/2023	$ 106.50			
	1	Barricade CO Monitor	A333-4053					
	1	Barricade CO Monitor	A222-3545					
	1	Barricade CO Monitor	A222-3439					
	1	CO Monitor Calibration Kit	SRB#1	2/23/2023				
	1	CO Monitor Calibration Kit	SRB#2	2/23/2023				
	1	CO Monitor Calibration Kit	SRB#3	6/3/2022				
	1	Gillian BDX II Personal Air Sampler	20190501010	2/13/2024				
	1	Gillian BDX II Personal Air Sampler	20190501008	2/13/2024				
	1	Hanna HI conductivity meter	10864	1/21/2021	$ 399.00			
	1	Hedon Soluble Salt Meter	110140004	12/18/2020	$ 5,975.00			
	1	Hedon Soluble Salt Meter	130017-009	6/15/2023	$ 5,975.00			
	1	Hedon Soluble Salt Meter	130068003/RPCT-07-001	2/10/2021	$ 5,975.00			
	1	Hypodermic Needle Pressure Gauge						
	1	IR Laser 800	155337713	N/A				
	1	IR Intertek	3080912	N/A				
	1	IR Thermometer Extech	30903	1/21/2021	$ 135.95			
	1	IR Thermometer Enno Logic	34244	1/21/2021	$ 84.99			
	1	IR Thermometer Fluke 62 Max	32914	3/5/2020	$ 114.99			
	1	IR Thermometer Fluke 62 Max	31456	2/7/2021	$ 114.99			
	1	IR Thermometer Fluke 62 Max	20421	2/7/2021	$ 114.99			
	1	IR Thermometer Fluke 62 Max	41203	2/7/2021	$ 114.99			
	1	IR Thermometer Fluke 62 Max	29197	3/5/2020	$ 114.99			
	1	IR Thermometer Master Cool	34245	1/21/2021	$ 136.22			
	1	URCERI Lightmeter	34336	N/A	$ 41.99			
	1	Lightmeter #CA811	34211	N/A	$ 126.00			
	1	Light Meter Extech	150706758	7/10/2020	$ 217.00			
	1	KTA Nozzle Pressure Orifice Gauge	65108952018					
	1	Reed LM-81LX	Q908708/34214	N/A	$ 91.67			
	1	Positector Gage 6000 F	32913	3/4/2020	$ 680.00			
	1	Positector 6000 F Probe	254103	1/21/2021	$ 345.00			
	1	Positector 6000 F Probe	351203	1/21/2021	$ 345.00			
	1	Positector 6000 F Probe	355741	5/20/2023	$ 345.00			
	1	Positector 6000 F Probe	270656	8/15/2020	$ 345.00			
	1	Positector 6000 FN Probe	284790	1/21/2021	$ 1,390.00			
	1	Positector 6000 FN Probe	251657	9/26/2020	$ 1,390.00			
	1	Positector 6000 FN Probe	306472	2/7/2021	$ 1,390.00			
	1	Positector 6000 FN Probe	368766	3/9/2023	$ 1,390.00			
	1	Positector 6000 FS Probe	361220	1/21/2021	$ 445.00			
	1	Positector 6000 FS Probe	368900	5/20/2023	$ 445.00			
	1	Positector 6000 FNS Probe	307433	3/5/2020	$ 915.00			
	1	Positector 6000 FNS Probe	240202	8/15/2020	$ 915.00			
	1	Positector 6000 SPG Probe	307433	3/5/2020	$ 365.00			
	1	Positector 6000 SPG Probe	314939	3/5/2020	$ 365.00			
	1	Positector 6000 DPM Probe	353195		$ 395.00			
	1	Positector 6000 DPM Probe	319127	11/9/2018	$ 395.00			
	1	Positector 6000 DPM Probe	341682		$ 395.00			
	1	Positector 6000 DPM Probe	340797	3/22/2023	$ 395.00			
	1	Positector 6000 DPM Probe	270582		$ 395.00			
	1	Positector 6000 Advanced Body	27086	No Calib. Needed	$ 680.00			
	1	Positector 6000 Advanced Body	42612	No Calib. Needed	$ 680.00			
	1	Positector 6000 Advanced Body	41221	No Calib. Needed	$ 680.00			
	1	Positector 6000 Advanced Body	42507	No Calib. Needed	$ 680.00			
	1	Positector 6000 Advanced Body	32913	No Calib. Needed	$ 680.00			
	1	Positector 6000 Advanced Body	29144	No Calib. Needed	$ 680.00			
	1	Positector 6000 Standard Body	283811	No Calib. Needed	$ 560.00			
	1	Positector 6000 Standard Body	35565	No Calib. Needed	$ 560.00			
	1	Positector 6000 Standard Body	41662	No Calib. Needed	$ 560.00			
	1	Positector 6000 Standard Body	40373	No Calib. Needed	$ 560.00			
	1	Positector 6000 Standard Body	12657	No Calib. Needed	$ 560.00			
	1	Positector 6000 Standard Body	17490	No Calib. Needed	$ 560.00			
	1	Positector 6000 Standard Body	17489	No Calib. Needed	$ 560.00			
	1	Positest at Manual Pull of Adhesion Tester	N/A	2014	$ 1,895.00	$ 200.00	$ 695.00	6
	1	PTC 315 Surface Thermometer	23551	9/26/2020	$ 48.00			
	1	PTC 315 Surface Thermometer	43964	2/7/2021	$ 48.00			
	1	PTC 315 Surface Thermometer	29776	2/7/2021	$ 48.00			
	1	PTC 315 Surface Thermometer	42967	6/18/2020	$ 48.00			
	1	PTC 315 Surface Thermometer	28998	3/5/2020	$ 48.00			
	1	PTC 315 Surface Thermometer	28997	3/5/2020	$ 48.00			
	1	PTC 315 Surface Thermometer	42688	5/22/2020	$ 48.00			
	1	PTC 315 Surface Thermometer	20307	1/21/2021	$ 48.00			
	1	Taylor Paint Thermometer	16950	6/30/2020	$ 100.00			
	1	Taylor Paint Thermometer	42725	2/7/2021	$ 100.00			
	1	Taylor Paint Thermometer	16951	1/21/2021	$ 100.00			
	1	Taylor Paint Thermometer	42726	9/15/2023	$ 100.00			
	1	Testex Spring Micrometer	16950	9/26/2020	$ 213.00			
	1	Testex Spring Micrometer	42760	5/20/2023	$ 213.00			
	1	Testex Spring Micrometer	29119	2/23/2024	$ 213.00			
	1	Testex Spring Micrometer	16657	1/21/2021	$ 213.00			
	1	Testex Spring Micrometer	18256	1/21/2021	$ 213.00			

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	1	Testex Spring Micrometer	41723	1/21/2021	$ 213.00			
	1	Testex Spring Micrometer	18256	1/21/2021	$ 213.00			
	1	Testex Spring Micrometer	21943	1/21/2021	$ 213.00			
	1	Testex Spring Micrometer	20035	1/21/2021	$ 213.00			
	1	Testex Spring Micrometer	2549	1/21/2021	$ 213.00			
	1	Testex Spring Micrometer	29597	3/4/2020	$ 213.00			
	1	Testex Spring Micrometer	30243	2/7/2021	$ 213.00			
	1	Testex Spring Micrometer	2550	2/7/2021	$ 213.00			
	1	Testex Spring Micrometer	2548	8/15/2020	$ 213.00			

SOUTHERN ROAD & BRIDGE, LLC

PALM HARBOR, FLORIDA

FINANCIAL STATEMENTS

DECEMBER 31, 2025

SOUTHERN ROAD & BRIDGE, LLC

PALM HARBOR, FLORIDA

FINANCIAL STATEMENTS

DECEMBER 31, 2025

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INDEPENDENT AUDITORS' REPORT

To the Members
Southern Road & Bridge, LLC
Palm Harbor, Florida

Opinion

We have audited the accompanying financial statements of Southern Road & Bridge, LLC (the "Company"), which comprise the balance sheet as of December 31, 2025, and the related statements of income and changes in members' equity, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Southern Road & Bridge, LLC as of December 31, 2025, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Southern Road & Bridge, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Southern Road & Bridge, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists.

To the Members
Southern Road & Bridge, LLC
Palm Harbor, Florida

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Southern Road & Bridge, LLC's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Southern Road & Bridge, LLC's ability to continue as a going concern for a reasonable period of time.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary schedules of earnings from contracts, contracts completed, contracts in progress, and general and administrative expenses are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Saltmarsh

Tampa, Florida
February 24, 2026

SOUTHERN ROAD & BRIDGE, LLC
BALANCE SHEET
DECEMBER 31, 2025

ASSETS

Current Assets:		
Cash and cash equivalents	$	3,992,124
Contract receivables		12,999,943
Contract assets		8,314,073
Related party notes receivable, current		212,049
Total current assets		25,518,189
Property and Equipment, net		1,842,435
Other Assets		
Right of use assets, operating		16,721
Right of use assets, finance		715,263
Investment in captive insurance company		795,723
Related party notes receivable, less current maturities		1,928,828
Total other assets		3,456,535
Total Assets	$	30,817,159

LIABILITIES AND MEMBERS' EQUITY

Current Liabilities:		
Current maturities of long-term debt	$	219,093
Accounts payable		2,739,946
Contract liabilities		189,832
Current portion of operating lease liabilities		4,765
Current portion of finance lease liabilities		259,417
Total current liabilities		3,413,053
Long-Term Liabilites:		
Long-term debt, less current maturities		428,322
Operating lease liabilities, less current portion		11,956
Finance lease liabilities, less current portion		463,203
Total long-term liabilities		903,481
Total liabilities		4,316,534
Members' Equity		26,500,625
Total Liabilities and Members' Equity	$	30,817,159

The accompanying notes are an integral part of these financial statements.

SOUTHERN ROAD & BRIDGE, LLC
STATEMENT OF INCOME AND CHANGES IN MEMBERS' EQUITY
YEAR ENDED DECEMBER 31, 2025

Revenues Earned	$ 95,532,398
Cost of Revenues Earned	78,455,721
Gross profit	17,076,677
General and Administrative Expenses	1,434,485
Income from Operations	15,642,192
Other Income (Expense):	
Gain on disposition of property and equipment	32,141
Interest expense	(59,548)
Interest income	208,117
Total other income, net	180,710
Net Income	15,822,902
Members' Equity Balance, January 1, 2025	24,054,723
Distributions	(13,377,000)
Members' Equity Balance, December 31, 2025	$ 26,500,625

The accompanying notes are an integral
part of these financial statements.

SOUTHERN ROAD & BRIDGE, LLC
STATEMENT OF CASH FLOWS
YEAR ENDED DECEMBER 31, 2025

Cash Flows From Operating Activities:	
Net income	$ 15,822,902
Adjustments to reconcile net income	
to net cash provided by operating activities:	
Depreciation and amortization	752,531
Provision for credit losses	113,583
Gain on disposition of property and equipment	(32,141)
Changes in operating assets and liabilities -	
Contract receivables	493,633
Contract assets	(260,825)
Right of use assets - operating lease	21,273
Accounts payable	(408,334)
Accrued expenses	(328,945)
Contract liabilities	(658,838)
Operating lease liabilities	(13,605)
Net cash provided by operating activities	15,501,234
Cash Flows From Investing Activities:	
Purchases of property and equipment	(1,128,038)
Payments received on related party note receivable	159,123
Payment received on employee note receivable	1,807
Investment in captive insurance company	(465,278)
Net cash used in investing activities	(1,432,386)
Cash Flows From Financing Activities:	
Distributions to members	(13,377,000)
Repayment of long-term debt	(187,313)
Repayment of finance lease liabilities	(244,640)
Net cash used in financing activities	(13,808,953)
Net Increase in Cash and Cash Equivalents	259,895
Cash and Cash Equivalents at January 1, 2025	3,732,229
Cash and Cash Equivalents at December 31, 2025	$ 3,992,124
Supplemental Disclosures of Cash Flow Information:	
Cash paid during the year for interest	$ 59,548
Supplemental Schedule of Noncash Investing and Financing Activities:	
Long-term debt incurred for purchase of property and equipment	$ 451,064
Right of use assets obtained in exchange for finance lease liabilities	$ 715,157

The accompanying notes are an integral part of these financial statements.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations:

The Company operates as a contractor engaged in paving roadways and restoring bridges, generally across the Southeast. The work is performed primarily under unit-price and fixed-price contracts. Contract lengths vary but are typically less than one year.

Accounting 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 the 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 percentage of contract completion, useful lives of property and equipment, and overhead cost allocations.

Revisions in estimated contract profits are made in the year in which circumstances requiring the revision become known.

Balance Sheet Classifications:

The Company includes in current assets and liabilities retentions receivable and payable under construction contracts that may extend beyond one year. A one-year time period is used as classifying all other current assets and liabilities.

Cash and Cash Equivalents:

The Company considers all liquid investments with an original maturity of three months or less to be cash equivalents.

Revenue and Cost Recognition:

The construction services performed under each contract represent a single performance obligation that is satisfied over time. Revenues from construction contracts are recognized over time using the cost-to-cost input method, measured by the percentage of costs incurred to date to estimated total costs for each contract. This method is used because management considers costs incurred to date to be the best available measure of progress on these contracts. Because of the inherent uncertainties in estimating costs, it is at least reasonably possible that the Company's estimates of costs and revenues will change in the near term.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue and Cost Recognition (Continued):

Contract costs include all subcontract, direct material and labor costs and those indirect costs related to contract performance, such as indirect labor, insurance, supplies, tools, repairs and depreciation. Costs of inefficiencies or wasted resources (material or labor) are excluded when measuring progress and are expensed as incurred. General and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions and estimated profitability, including those arising from contract penalty provisions and final contract settlements, may result in revisions to costs and income and are recognized in the period in which the revisions are determined. Changes in estimated job profitability resulting from variable consideration (such as incentives for completing a contract early or on time, penalties for not completing a contract on time, claims for which the Company has enforceable rights, or contract modifications/change orders in which the scope of modification has been approved, but the price has not been determined or approved) are accounted for as changes in estimates in the current period, but limited to an amount that will not result in a significant reversal of revenue in future periods.

Contract Receivables:

Contract receivables from construction are based on amounts billed to customers. The Company provides an allowance for credit losses, when necessary, which is based upon a review of outstanding receivables, historical collection information, existing economic conditions and reasonable and supportable forecasts. Normal contract receivables are due 30 days after issuance of the invoice. Retainages are due upon completion of contracts. Unbilled receivables result from accrual of revenues on contracts completed for which billings have not yet been rendered. Retainage and unbilled receivables for which the right to payment is unconditional are included in contract receivables. Contract receivables past due more than 30 days are considered delinquent. Delinquent contract receivables are written off based on individual credit evaluation and specific circumstances of the customer. Balances that remain outstanding after the Company has used reasonable collection efforts are written off. Management determined no allowance was necessary as of December 31, 2025.

Contract Assets and Contract Liabilities

The contract asset, "Costs and estimated earnings in excess of billings on uncompleted contracts," represents revenues recognized in excess of amounts billed. The contract liability, "Billings in excess of costs and estimated earnings on uncompleted contracts," represents billings in excess of revenues recognized.

Retainage on uncompleted contracts and unbilled receivables that are not due until certain contract conditions are met, are included in contract assets and contract liabilities. The Company's contract assets and contract liabilities are reported net, on a contract-by-contract basis.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Equipment:

Property and equipment are stated at cost and depreciated over the estimated useful lives of the individual assets utilizing the straight-line method. Estimated useful lives are generally as follows:

Construction equipment	5 - 10 years
Transportation equipment	4 - 5 years
Office furniture and equipment	5 - 7 years

Major expenditures for property and equipment, and those which substantially increase useful lives, are capitalized. Maintenance, repairs and minor renewals not included as contract costs are expensed as incurred. When assets are retired, or otherwise disposed of, their costs and related accumulated depreciation are removed from the accounts and any resulting gain or loss is included in income for the year.

Income Taxes:

The Company, with the consent of its members, has elected to be taxed as a partnership under the provisions of the Internal Revenue Code, whereby income is passed through to the individual members. Under this election, the Company does not pay any federal or state income taxes. Accordingly, no provision for income taxes on current period income has been made in the accompanying financial statements.

If it is probable that an uncertain tax position will result in a material liability and the amount of the liability can be estimated, then the estimated liability is accrued. If the Company were to incur any income tax liability in the future, interest on any income tax liability would be reported as interest expense, and penalties on any income tax would be reported as income taxes. As of December 31, 2025, management believes there were no uncertain tax positions.

Leases:

ASC 842, "*Leases*" ("ASC 842") requires a lessee to recognize a right-of-use asset and a lease liability for all leases with a term greater than 12 months on its balance sheet regardless of whether the lease is classified as financing or operating.

The Company's lessee arrangements include both operating and finance leases for the Company's office facility, storage space, and various pieces of equipment. Under these arrangements, the Company records right-of-use assets and corresponding lease liabilities, each of which is based on the present value of the remaining lease payments discounted using the risk-free rate practical expedient allowable under ASC 842. Right-of-use assets are reported in noncurrent assets and the related lease liabilities are reported in current and long-term liabilities on the balance sheet. All leases are recorded on the balance sheet except for leases with an initial term less than 12 months for which the Company elected short-term lease recognition under ASC 842. Lease terms may contain renewal and extension options and early termination features. Lease expense is recognized on a straight-line basis over the lease term.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Subsequent Events:

Management has evaluated subsequent events through February 24, 2026 which is the date the financial statements were available to be issued.

NOTE 2 - CONTRACT RECEIVABLES

Contract receivables consist of the following:

Completed contracts	$ 11,902
Contracts in progress	12,870,728
	12,882,630
Retainage on completed contracts	117,313
	$ 12,999,943

As of December 31, 2024 the balance of contract receivables was $13,493,576.

NOTE 3 - CONTRACT ASSETS AND LIABILITIES

Information concerning uncompleted contracts is summarized as follows:

Cost incurred on uncompleted contracts	$ 95,045,810
Estimated earnings	25,987,298
	121,033,108
Less billings to date	(113,730,476)
	7,302,632
Retainage receivable on uncompleted contracts	821,609
	$ 8,124,241

NOTE 3 - CONTRACT ASSETS AND LIABILITIES (Continued)

Retainage receivable and contract balances from uncompleted contracts with customers are summarized as follows:

Costs and estimated earnings in excess of billings on uncompleted contracts	$ 7,519,978
Retainage - included in contract assets	794,095
Billings in excess of costs and estimated earnings on uncompleted contracts	(217,346)
Retainage - included in contract liabilities	27,514
	$ 8,124,241

Included in the accompanying balance sheet under the following captions:

Contract assets	$ 8,314,073
Contract liabilities	(189,832)
	$ 8,124,241

As of December 31, 2024, the balance in contract assets was $8,053,248 and the balance in contract liabilities was $848,670.

NOTE 4 - BACKLOG

Backlog represents the amount of revenue the Company expects to realize from work to be performed on contracts in progress at year end and from contractual agreements on which work has not yet begun. The following schedule summarizes changes in backlog on contracts for the year ended December 31, 2025:

Backlog balance at beginning of year	$ 97,884,470
New contracts during the year	70,739,692
Contract adjustments on contracts in progress	13,677,702
	182,301,864
Less contract revenue earned during the year	(95,532,398)
Backlog balance at end of year	$ 86,769,466

Contracts totaling $461,285 were signed but not yet started at December 31, 2025.

NOTE 5 - PROPERTY AND EQUIPMENT

Property and equipment consist of the following:

Construction equipment	$	6,394,270
Transportation equipment		2,055,344
Office furniture and equipment		15,415
		8,465,029
Less accumulated depreciation		(6,622,594)
Property and equipment, net	$	1,842,435

Depreciation expense was $501,517 for the year ended December 31, 2025.

NOTE 6 - INVESTMENT IN CAPTIVE INSURANCE COMPANY

The Company holds an investment totaling $795,723 in Highway Insurance Solutions, LTD, a group captive insurance company domiciled in the Cayman Islands. This captive insurance company provides workers' compensation insurance, auto liability, auto physical damage, and general liability insurance coverage to the Company.

NOTE 7 - RELATED PARTY NOTES RECEIVABLE

Related party notes receivable consist of:

Note receivable from related party, bearing interest at 6%, matures May 2029, secured by equipment	$	740,877
Note receivable from related party, unsecured, bearing interest at 5%, no interest is accrued until June 2026, matures May 2041		1,400,000
		2,140,877
Less current maturities		(212,049)
Related party notes receivable, less current maturities	$	1,928,828

NOTE 7 - RELATED PARTY NOTES RECEIVABLE (Continued)

Scheduled maturities for related party notes receivable are as follows:

2026	$	212,049
2027		245,880
2028		260,347
2029		275,650
2030		77,260
Thereafter		1,069,691
	$	2,140,877

NOTE 8 - EMPLOYEE NOTE RECEIVABLE

In 2019, the Company sold land to an employee for $168,000 in exchange for a note receivable, with monthly payments of $887. In 2025, the Company wrote off the remaining balance of $113,583 as a credit loss.

NOTE 9 - LINE OF CREDIT

The Company has a $5,000,000 revolving line of credit with a financial institution which renews annually and is due upon demand. The line of credit accrues interest at the SOFR Index plus 3% (6.87% on December 31, 2025), is secured by substantially all assets of the Company, is guaranteed by the members, and contains various restrictive covenants. At December 31, 2025 there was no balance on the line of credit.

NOTE 10 - LONG-TERM DEBT

Long-term debt consists of the following:

Notes payable to bank and finance companies, bearing interest at fixed rates up to 6.6%, maturities through January 2031, secured by substantially all assets of the Company, guaranteed by the members	$	647,415
Less current maturities		(219,093)
Long-term debt, less current maturities	$	428,322

NOTE 10 - LONG-TERM DEBT (Continued)

Scheduled maturities of long-term debt are as follows:

2026	$	219,093
2027		138,163
2028		126,730
2029		97,478
2030		62,187
Thereafter		3,764
	$	647,415

NOTE 11 - LEASES

Operating Leases:

The Company leases an office facility and storage space from a third-party lender under a lease that expired in August 2025 and continues on a month-to-month basis. The Company also leases equipment from a third-party lender under a lease which expires in April 2029. As of December 31, 2025, the right-of-use assets related to the operating leases totaled $16,721 and the lease liabilities totaled $16,721. Lease expense for the year ended December 31, 2025 was $161,082 and includes short-term leases with terms that are less than 12 months.

The following table presents supplemental information pertaining to the operating leases as of and for the year ended December 31, 2025:

Operating cash flows from operating leases	$	36,050
Weighted-average remaining lease term in years for operating leases		3.33
Weighted-average discount rate for operating leases		4.35%

The following table represents the maturities of the Company's operating lease liabilities and the present value discount at December 31, 2025:

2026	$	5,378
2027		5,378
2028		5,378
2029		1,793
Total undiscounted cash flows		17,927
Less present value discount		(1,206)
Total lease liabilities	$	16,721

NOTE 11 - LEASES (Continued)

Finance Leases:

The Company leases fleet vehicles under leases which extend through July 2029. As of December 31, 2025, the right-of-use assets related to the finance leases totaled $715,263 and the lease liabilities totaled $722,620. Amortization expense for the year ended December 31, 2025 was $251,014.

The following table presents supplemental information pertaining to the finance leases as of and for the year ended December 31, 2025:

Operating cash flows from finance leases (i.e. interest)	$	25,493
Financing cash flows from finance leases (i.e. principal portion)	$	244,440
ROU assets obtained in exchange for new finance lease liabilities	$	715,157
Weighted-average remaining lease term in years for finance leases		3.02
Weighted-average discount rate for finance leases		4.02%

The following table represents the maturities of the Company's finance lease liabilities and the present value discount at December 31, 2025:

2026	$	283,398
2027		226,967
2028		195,477
2029		62,362
Total undiscounted cash flows		768,204
Less present value discount		(45,584)
Total lease liabilities	$	722,620

NOTE 12 - COMMITMENTS AND CONTINGENCIES

Concentration of Credit Risk:

The Company's cash balances held at financial institutions are insured by the Federal Deposit Insurance Corporation ("FDIC") up to certain limits. At December 31, 2025, the Company had cash balances of $4,170,755 held by financial institutions in excess of insured limits.

Concentration of Revenue - Major Customers:

The Company's customer base consists of a diverse mix of corporate and governmental entities in a wide variety of industries. During 2025, the Company derived 25% of its total contract revenue from one major customer. At December 31, 2025, amounts due from this one major customer comprised 34% of total contract receivables and retainage at December 31, 2025.

NOTE 12 - COMMITMENTS AND CONTINGENCIES (Continued)

Captive Insurance Policy:

The Company manages its risk for various insurance claims through its participation in a captive insurance policy. The Company incurred premiums of $1,890,242 for the year ended December 31, 2025. Management is not aware of any claims in excess of fund balances at December 31, 2025; accordingly, no reserve has been recorded at December 31, 2025.

NOTE 13 - RELATED PARTY TRANSACTIONS

The Company holds notes receivables with various related parties as discussed in Note 7.

The Company's payroll is processed by a related entity. Payroll processing expenses were approximately $322,583 for the year ended December 31, 2025.

The Company leases office space from a related entity under a lease which matured in December 2025 and subsequently continued on a month-to-month basis. Operating lease expense related to this agreement was approximately $122,000 for the year ended December 31, 2025.

The Company leases equipment from a related entity on an as-needed basis. Equipment rental expenses paid to this entity amounted to approximately $1,032,000 for the year ended December 31, 2025, which is included within cost of revenues earned.

SUPPLEMENTARY INFORMATION

SOUTHERN ROAD & BRIDGE, LLC
SCHEDULE OF EARNINGS FROM CONTRACTS
YEAR ENDED DECEMBER 31, 2025

	Revenues Earned	Cost of Revenues Earned	Gross Profit (Loss)
Contracts completed during the year	$ 25,367,676	$ 25,231,456	$ 136,220
Contracts in progress at year-end	70,070,010	52,727,393	17,342,617
Prior year closed jobs	94,712	496,872	(402,160)
	$ 95,532,398	$ 78,455,721	$ 17,076,677

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SOUTHERN ROAD & BRIDGE, LLC
SCHEDULE OF CONTRACTS COMPLETED
YEAR ENDED DECEMBER 31, 2025

Job	Contract Totals		
	Revenues Earned	Cost of Revenues	Gross Profit (Loss)
Pioneer Memorial Bridge	$ 17,345,130	$ 14,641,347	$ 2,703,783
Vickers Bridge	7,930,570	7,758,416	172,154
St Louis	7,593,850	6,685,859	907,991
FDOT E8U06	4,419,303	3,819,576	599,727
DJ00538	3,401,891	4,521,451	(1,119,560)
I-10 Fender Repair	2,948,039	1,962,504	985,535
I-65 Kennedy Bridge	2,864,563	2,149,026	715,537
Jax Port	2,802,210	1,589,675	1,212,535
Cobb Co	2,076,983	1,933,051	143,932
Yankees Bridge	1,976,927	968,437	1,008,490
Museum Point	1,568,286	1,074,414	493,872
Call 04	1,427,350	2,000,490	(573,140)
Y24-720 Bridge	1,411,626	1,722,478	(310,852)
FDOT E6O05	1,078,081	1,024,001	54,080
Old Tampa Hwy	886,439	1,095,565	(209,126)
25-015 Hurricane Repair	836,442	591,064	245,378
25-016 Hurricane Repair	728,679	471,120	257,559
Pedestrian Bridge - CO	659,825	196,289	463,536
Pier Rehab	314,338	305,413	8,925
Bridge No	172,003	73,833	98,170
Seal Bridge Deck	58,744	26,555	32,189
	$ 62,501,279	$ 54,610,564	$ 7,890,715

Before January 1, 2025			Year Ended December 31, 2025		
Revenues Earned	Cost of Revenues	Gross Profit	Revenues Earned	Cost of Revenues	Gross Profit (Loss)
$ 17,336,297	$ 14,346,012	$ 2,990,285	$ 8,833	$ 295,335	$ (286,502)
2,792,898	2,298,463	494,435	5,137,672	5,459,953	(322,281)
66,493	58,184	8,309	7,527,357	6,627,675	899,682
4,419,303	3,687,417	731,886	-	132,159	(132,159)
-	-	-	3,401,891	4,521,451	(1,119,560)
2,923,266	1,919,491	1,003,775	24,773	43,013	(18,240)
2,861,106	2,117,066	744,040	3,457	31,960	(28,503)
2,798,009	1,553,979	1,244,030	4,201	35,696	(31,495)
-	-	-	2,076,983	1,933,051	143,932
245,085	185,067	60,018	1,731,842	783,370	948,472
57,220	47,087	10,133	1,511,066	1,027,327	483,739
362,368	335,398	26,970	1,064,982	1,665,092	(600,110)
814,530	670,557	143,973	597,096	1,051,921	(454,825)
1,078,081	904,374	173,707	-	119,627	(119,627)
718,532	675,832	42,700	167,907	419,733	(251,826)
154,916	127,932	26,984	681,526	463,132	218,394
170,347	140,166	30,181	558,332	330,954	227,378
-	-	-	659,825	196,289	463,536
314,338	295,375	18,963	-	10,038	(10,038)
20,814	16,708	4,106	151,189	57,125	94,064
-	-	-	58,744	26,555	32,189
$ 37,133,603	$ 29,379,108	$ 7,754,495	$ 25,367,676	$ 25,231,456	$ 136,220

SOUTHERN ROAD & BRIDGE, LLC
SCHEDULE OF CONTRACTS IN PROGRESS
YEAR ENDED DECEMBER 31, 2025

	Contract Totals		From Inception to	
Job	Contract Value	Estimated Gross Profit (Loss)	Revenues Earned	Cost of Revenue
Walnut St	$ 40,365,965	$ 10,701,564	$ 24,930,166	$ 18,320,841
Dauphin Island	33,659,866	6,135,993	3,910,889	3,197,957
Berwick Bay Bridge	33,000,303	691,952	30,976,243	30,326,732
Pasco Culverts	21,160,000	7,674,960	15,070,722	9,604,409
Pedestrian Bridge - FL	15,074,721	4,295,500	11,805,014	8,441,208
Rainbow Bridge	10,927,788	3,116,926	9,914,161	7,086,351
Pinellas Maint	9,674,763	3,974,474	7,366,707	4,340,402
SR 16 Mobile County	7,593,015	1,384,149	51,277	41,930
Sunshine Skyway	5,606,515	1,035,938	3,124,830	2,547,443
Pasco County Maintenance - 1623	4,351,300	1,182,303	4,350,207	3,168,201
Smith Co	3,583,067	823,308	2,270,475	1,748,771
63rd Crt	2,883,467	525,654	48,853	39,947
CLC Bridge	2,479,338	451,970	585,008	478,364
St Aug Fishing Pier	2,390,198	435,694	26,123	21,361
Call 10	2,188,681	707,032	1,864,031	1,261,874
Kings Hwy	1,725,999	(317,846)	1,516,079	1,795,268
E3X74 Escambia County	1,642,742	260,609	1,295,284	1,089,797
Bridge 96.3A + B	1,478,345	269,490	38,018	31,088
Bay County	1,467,000	267,424	329,784	269,667
Collier County 25-8410	1,184,257	215,875	13,775	11,264
703 McLeod Road Bridge	1,165,792	184,938	882,574	742,565
Dow Bridge	1,115,100	203,292	18,314	14,975
Trinity Blvd	722,203	131,696	7,764	6,348
Stormwater Pipe Repairs	587,071	167,026	545,434	390,254
Bel Lido Bridge	550,191	100,278	8,406	6,874
Del Prado Blvd	544,102	99,184	9,505	7,772
Morris Bridge Rd	160,850	43,714	66,226	48,228
Bridge Remediation	58,650	10,696	7,239	5,919
	$ 207,341,289	$ 44,773,793	$ 121,033,108	$ 95,045,810

December 31, 2025			At December 31, 2025		Year Ended December 31, 2025		
Gross Profit (Loss)	Billed to Date	Estimated Cost to Complete	Costs & Estimated Earnings in Excess of Billings	Billings in Excess of Costs & Estimated Earnings	Revenues Earned	Cost of Revenues	Gross Profit (Loss)
$ 6,609,325	$ 24,852,660	$ 11,343,560	$ 77,506	$ -	$ 23,495,071	$ 17,139,301	$ 6,355,770
712,932	877,105	24,325,916	3,033,784	-	3,910,889	3,197,957	712,932
649,511	29,917,433	1,981,619	1,058,810	-	6,303,799	5,975,623	328,176
5,466,313	15,070,511	3,880,631	211	-	3,406,325	2,358,151	1,048,174
3,363,806	11,396,324	2,338,013	408,690	-	5,246,531	3,699,291	1,547,240
2,827,810	9,779,260	724,511	134,901	-	7,157,983	4,817,433	2,340,550
3,026,305	7,372,029	1,359,887	-	5,322	5,222,438	3,127,093	2,095,345
9,347	-	6,166,936	51,277	-	51,277	41,930	9,347
577,387	1,977,811	2,023,134	1,147,019	-	3,124,830	2,547,443	577,387
1,182,006	4,351,300	796	-	1,093	2,723,122	1,938,996	784,126
521,704	1,939,429	1,010,988	331,046	-	2,270,475	1,748,771	521,704
8,906	-	2,317,866	48,853	-	48,853	39,947	8,906
106,644	50,000	1,549,004	535,008	-	585,008	478,364	106,644
4,762	-	1,933,143	26,123	-	26,123	21,361	4,762
602,157	1,838,681	219,775	25,350	-	1,843,329	1,244,838	598,491
(279,189)	1,459,484	248,577	56,595	-	1,495,279	1,778,574	(283,295)
205,487	1,374,180	292,336	-	78,896	1,273,348	1,071,734	201,614
6,930	-	1,177,767	38,018	-	38,018	31,088	6,930
60,117	250,969	929,909	78,815	-	329,784	269,667	60,117
2,511	-	957,118	13,775	-	13,775	11,264	2,511
140,009	547,082	238,289	335,492	-	840,865	708,197	132,668
3,339	-	896,833	18,314	-	18,314	14,975	3,339
1,416	-	584,159	7,764	-	7,764	6,348	1,416
155,180	470,718	29,791	74,716	-	545,434	390,254	155,180
1,532	-	443,039	8,406	-	8,406	6,874	1,532
1,733	-	437,146	9,505	-	9,505	7,772	1,733
17,998	160,850	68,908	-	94,624	66,226	48,228	17,998
1,320	44,650	42,035	-	37,411	7,239	5,919	1,320
$ 25,987,298	$ 113,730,476	$ 67,521,686	$ 7,519,978	$ 217,346	$ 70,070,010	$ 52,727,393	$ 17,342,617

SOUTHERN ROAD & BRIDGE, LLC
SCHEDULE OF GENERAL AND ADMINISTRATIVE EXPENSES
YEAR ENDED DECEMBER 31, 2025

Insurance	$	1,890,741
Salaries and related benefits		1,763,512
Depreciation and amortization		752,531
Auto expenses		355,443
Taxes and licenses		329,743
Estimating expenses		210,638
Repairs and maintenance		190,406
Lease expense		161,082
Office expenses		150,482
Professional fees		144,595
Advertising and marketing		129,854
Yard expense		94,896
Charitable contributions		72,679
Telephone and utilities		67,348
Travel and entertainment		62,699
Bank fees		37,240
Dues and subscriptions		17,915
Education and training		14,120
Overhead allocation		(5,125,022)
	$	1,434,485

Memorandum

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

From: **Marybeth Bergin, Director of Transportation and Engineering**

cc:

Date: **Tuesday, July 7, 2026**

Re: **Acknowledge receipt of closing documents for the Front Street Parklet project; approve Change Order No. 1 to adjust estimated quantities to actual quantities and reduce contract amount by $14,958.00 and authorize the Mayor to execute it; approve payment of final pay application to Fidelity and Deposit Company of Maryland as surety for Colony Construction, LLC; Authorize publication of Notice of Final Settlement; and authorize final acceptance of the project.**
File Number: 2026-539
Minute Book #

Summary
Acknowledge receipt of closing documents for the Front Street Parklet project; approve Change Order No. 1 to adjust estimated quantities to actual quantities and reduce contract amount by $14,958.00 and authorize the Mayor to execute it; approve payment of final pay application to Fidelity and Deposit Company of Maryland as surety for Colony Construction, LLC; Authorize publication of Notice of Final Settlement; and authorize final acceptance of the project.

Recommendation Statement
I recommend approval of this item.

Please place this on the July 7, 2026 City Council meeting for consideration.

NOTICE OF FINAL SETTLEMENT

NOTICE is hereby given that the contract between the City of Hattiesburg, Mississippi, as Owner and Fidelity and Deposit Company of Maryland as surety for Colony Construction, LLC dated February 21, 2023, for the Front Street Parklet project, as per approved plans and specification on file in the City Clerk's Office, has been fully and completely performed and exercised, and that final settlement thereof and thereunder will be made.

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

WITNESS my signature and the official seal of said City, on this the 7th day of July, 2026, A.D.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(S E A L)

Publish(1)First Available After July 7, 2026
Return PROOF to City Clerk's Office
P O Box 1898
Hattiesburg, MS 39403

Tuesday, June 23, 2026
NS Project No. 17039

Marybeth Bergin, P.E.
Director of Transportation and Planning
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

REFERENCE: **CLOSEOUT DOCUMENTS**
CITY OF HATTIESBURG, FORREST COUNTY
FRONT STREET PARKLET

Dear Mrs. Bergin:

Enclosed are the closeout documents for the above-referenced project. I have reviewed them and find them to be in order. Therefore, I recommend that the final payment of $9,639,36 be made to the following entity:

Marcha Durcan
Zurich American Insurance Company
Fidelity and Deposit Company of Maryland
1299 Zurich Way
Schaumburg, IL 60196
Claim No. 6380089649 – Colony Construction

Please call me at 545-1565 if you have any questions or need additional information.

Sincerely,

Korey Hardin, P.E.
Senior Project Manager

ENC: Final Pay Application – No. 8
Consent of Surety to Final Payment
Change Order No. 1 – Summary Change Order

CC: Dustin Gatlin, P.E.
Ann Jones
Chris Crenshaw
Sharon Hensarling
Randy Pope

NEEL-SCHAFFER
engineers | planners | surveyors | environmental scientists | landscape architects
P: 601.545.1565 | F: 601.545.2267
704 Hardy Street
Hattiesburg, MS 39401
www.neel-schaffer.com

APPLICATION AND CERTIFICATION FOR PAYMENT

OWNER:	City of Hattiesburg 200 Forrest Ave Hattiesburg, Ms. 39401	PROJECT: FRONT STREET PARKLET		APPLICATION:	**8 (Final)**
				APP. DATE:	5/12/2026
				PERIOD FROM:	
CONTRACTOR:	Nicholson Professional Consulting 901 S Mopac Expressway, Building 1, Ste 300 Austin, TX 78746	VIA ARCHITECT:	Neel-Schaffer, Inc 704 Hardy St. Hattiesburg, Ms. 39401	PERIOD TO:	
				PROJECT NOS:	
CONTRACT FOR:	Front Street Parklet			CONTRACT DATE:	

Distribution to:
- [ ] OWNER
- [ ] ARCHITECT
- [X] ENGINEER
- [ ] CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, G703, is attached.

1	ORIGINAL CONTRACT SUM			$ 207,745.25
2	Net Change By Change Order			$ (14,958.00)
3	CONTRACT SUM TO DATE			$ 192,787.25
4	TOTAL COMPLETED AND STORED TO DATE			$ 192,787.25
5	RETAINAGE:	5.00%		
	a. 5.00% of Completed Work		$ 9,639.36	
	b. 5.00% of Stored Material			
	TOTAL RETAINAGE		$ 9,639.36	
6	TOTAL EARNED			$ 192,787.25
7	LESS PREVIOUS CERTIFICATES FOR PAYMENT			$ 183,147.89
8	CURRENT PAYMENT DUE (RETAINAGE ONLY)			$ 9,639.36
9	BALANCE TO FINISH, INCLUDING RETAINAGE			$ -

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTION
Total changes approved in previous months by Owner		
Total approval this Month		$ (14,958.00)
TOTALS	$ -	$ (14,958.00)
NET CHANGES by Change Order	$	(14,958.00)

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 payement recieved from the last request for payment has been used to make payments to all first-tier subcontractors and suppliers except as listed below.

CONTRACTOR: Nicholson Professional Consulting, Inc.

By: _____ Date: 6/22/26

State of: Tennessee County of: Putnam

Subscribed and sworn to before me this 22nd day of: June

The above personally appeared before me the undersigned notary public and provided satisfactory evidence of indentification to be the person who signed this document in my presence and swore or affirmec to me that the Contract Documents and the Contractor is intitled to payment of the AMOUNT CERTIFIED.

JAZMIN RAMACUS-PERDUE STATE OF TENNESSEE NOTARY PUBLIC PUTNAM COUNTY

Notary Public: _____ My Commision expires: 03/22/2030

ARCHITECT/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect/Engineer certifies to the Owner that to the best of the A/E's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 9,639.36

(Attached explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT/ENGINEER:

By: _____ Date: 6/23/2026

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to and rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: **8 (Final)**
APPLICATION DATE: **05/12/26**
PERIOD TO: **05/12/26**
PROJECT NAME: **Front St Parklet**

A	B	C	C1	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Changes	Work Completed		Materials Presently Stored	Total Completed And Stored to Date	% (G/C)	Balance To Finish	Retainage
				Previous Application	This Period					
1	REMOVAL OF CONCRETE SIDEWALKS, INC. SAW-CUTTING	$700.00		$700.00		$0.00	$700.00	100.00%	$0.00	$35.000
2	REMOVAL OF PAVEMENT, ALL DEPTHS, INC. SAW-CUTTING	$1,200.00		$1,200.00		$0.00	$1,200.00	100.00%	$0.00	$60.000
3	REMOVAL OF CURB&GUTTER, ALL TYPES, INC. SAW CUTTING	$700.00		$700.00		$0.00	$700.00	100.00%	$0.00	$35.000
4	BORROW EXCAVATION, AH, FME, CLASS B9	$850.00		$850.00		$0.00	$850.00	100.00%	$0.00	$42.500
5	EXCESS EXCAVATION, FM, AH	$1,000.00		$1,000.00		$0.00	$1,000.00	100.00%	$0.00	$50.000
6	SIXE 610 CRUSHED STONE BASE, AEA	$14,400.00	($14,400.00)	$0.00		$0.00	$0.00	100.00%	$0.00	$0.000
7	SANDBAGS	$650.00		$650.00		$0.00	$650.00	100.00%	$0.00	$32.500
8	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES, PERIMETER	$7,520.00		$7,520.00		$0.00	$7,520.00	100.00%	$0.00	$376.000
9	CLASS "B" STRUCTURAL CONCRETE, CONCRETE STEPS, PER PLANS	$4,760.00		$4,760.00		$0.00	$4,760.00	100.00%	$0.00	$238.000
10	REINFORCING STEEL	$8,550.00		$8,550.00		$0.00	$8,550.00	100.00%	$0.00	$427.500
11	6" REINFORCED CEMENT CONCRETE PAVEMENT, BROOM FINISH	$7,875.00		$7,875.00		$0.00	$7,875.00	100.00%	$0.00	$393.750
12	CONCRETE SIDEWALK, WITH REINFORCEMENT, INC. EDGE FOOTING	$5,252.50		$5,252.50		$0.00	$5,252.50	100.00%	$0.00	$262.625
13	STAMPED AND COLORED CONCRETE SIDEWALK, BRICK PAVERS	$2,112.00	$792.00	$2,904.00		$0.00	$2,904.00	100.00%	$0.00	$145.200
14	CONCRETE GUTTERS, SPECIAL DESIGN	$4,200.00		$4,200.00		$0.00	$4,200.00	100.00%	$0.00	$210.000
15	HANDRAIL, PER PLANS	$52,440.00		$52,440.00		$0.00	$52,440.00	100.00%	$0.00	$2,622.000
16	24" RAIL PLANTERS, PER PLANS	$9,000.00		$9,000.00		$0.00	$9,000.00	100.00%	$0.00	$450.000
17	PLANTER BED, PER PLANS	$1,350.00	($1,350.00)	$0.00		$0.00	$0.00	100.00%	$0.00	$0.000
18	ADJUSTMENT OF UTILITY APPURTENANCES	$4,800.00		$4,800.00		$0.00	$4,800.00	100.00%	$0.00	$240.000
19	LIGHTING ASSEMBLY, LIGHTED BOLLARD	$11,500.00		$11,500.00		$0.00	$11,500.00	100.00%	$0.00	$575.000
20	WEATHERPROOF GFCI RECEPTACLE	$3,300.00		$3,300.00		$0.00	$3,300.00	100.00%	$0.00	$165.000
21	UNDERGROUND BRANCH CIRCUIT, AWG 6, 5 CONDUCTOR	$6,735.75		$6,735.75		$0.00	$6,735.75	100.00%	$0.00	$336.788
22	UNDERGROUND BRANCH CIRCUIT, AWG 10, 3 CONDUCTOR	$2,400.00		$2,400.00		$0.00	$2,400.00	100.00%	$0.00	$120.000
23	UNDERGROUND BRANCH CIRCUIT, JACKED OR BORED, AWG 6, 5 CONDU	$10,640.00		$10,640.00		$0.00	$10,640.00	100.00%	$0.00	$532.000
24	TYPE 1 PULL BOX	$3,930.00		$3,930.00		$0.00	$3,930.00	100.00%	$0.00	$196.500
25	MODIFY SECONDARY POWER CONTROLLER	$980.00		$980.00		$0.00	$980.00	100.00%	$0.00	$49.000
26	MAINTENANCE OF TRAFFIC	$15,615.00		$15,615.00		$0.00	$15,615.00	100.00%	$0.00	$780.750
27	MOBILIZATION	$16,785.00		$16,785.00		$0.00	$16,785.00	100.00%	$0.00	$839.250
28	ROADWAY CONSTRUCTION STAKES	$8,500.00		$8,500.00		$0.00	$8,500.00	100.00%	$0.00	$425.000
	GRAND TOTALS	**$207,745.25**	**($14,958.00)**	**$192,787.25**	**$0.00**	**$0.00**	**$192,787.25**	**100.00%**	**$0.00**	**$9,639.36**

Contract Change Order No. 1

Owner: City of Hattiesburg
Contractor: Colony Construction, Inc
Project Name: Front Street Parklet
Contract Number: Not Applicable
Reason for Change: Summary Change Order

Pay Item	Description	Unit	Plan Qty	Final Qty	Change in Contract Quantity	Unit Price	Change in Contract Value	Increase or Decrease	Over/Under
304-G	Size 610 Crushed Stone Base, AEA	CY	80.00	0.00	-80.00	$ 180.00	$ 14,400.00	QUANTITY DECREASE	$ (14,400.00)
907-616-C	Stamped and Colored Concrete Sidewalk, Brick Pavers	SY	8.00	11.00	3.00	$ 264.00	$ 2,112.00	QUANTITY INCREASE	$ 792.00
907-258- PP	Planter Bed, Per Plans	EA	9.00	0.00	-9.00	$ 150.00	$ 1,350.00	QUANTITY DECREASE	$ (1,350.00)
								Total Net Change to Contract	**$ (14,958.00)**

Original Contract Amount:	**$ 207,745.25**	**Current Completion Date:**	**4/3/2023**
Total Contract Changes to Date:	**$ -**	**e Extension Required (Days):**	**246**
Current Contract Amount:	**$ 207,745.25**	**Revised Completion Date:**	**12/4/2023**
This Contract Change:	**$ (14,958.00)**		
Revised Contract Amount:	**$ 192,787.25**		

NOTE: THIS DOCOUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.

RECOMMENDED BY: _____ 02/27/2024
NEEL-SCHAFFER, INC — **DATE**
ENGINEER

ACCEPTED BY: Nelson McGough 5/13/2026
~~**COLONY CONSTRUCTION, INC**~~ — ~~**DATE**~~
~~**CONTRACTOR**~~
Nicholson Professional Consulting Inc.

APPROVED BY: _____
CITY OF HATTIESBURG — **DATE**
OWNER

AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

Bond No. PRF9398977

PROJECT: *(Name and address)* Front Street Parklet 217 E Front Street Hattiesburg, MS 39401	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐
	CONTRACT FOR: General Construction	ARCHITECT: ☐
TO OWNER: *(Name and address)*	**CONTRACT DATED:**	CONTRACTOR: ☐
City of Hattiesburg 200 Forrest Ave Hattiesburg, MS 39401		SURETY: ☒
		OTHER: ☐

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

Fidelity and Deposit Co. of Maryland
1299 Zurich Way
Schaumburg, IL 60196

, SURETY,

on bond of
(Insert name and address of Contractor)

Colony Construction, LLC

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

City of Hattiesburg
200 Forrest Ave
Hattiesburg, MS 39401

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

Fidelity and Deposit Co. of MD
(Surety)

(Signature of authorized representative)

Marsha Durrant Surety Claims
(Printed name and title)

Attest:
(Seal):

Subscribed and sworn to before me
this 18th day of June 2026
at Chicago, County of Cook, State of Illinois.

Notary Public

OFFICIAL SEAL
MOHSIN USMAN
Notary Public, State of Illinois
Commission No. 923741
My Commission Expires
February 04, 2029

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User Notes: (1164999215)

1

Memorandum

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

From: **Kermas Eaton, City Clerk**

cc:

Date: **Tuesday, July 7, 2026**

Re: **Acknowledge receipt of a letter received from the Department of Revenue granting ad valorem tax exemption to Zeon Chemicals, L.P., for a period not to exceed nine (9) years, commencing December 31, 2025, with a true total value of $860,020.00; adopt the final order allowing the same.**
File Number: 2026-507
Minute Book #

Summary
Acknowledge receipt of a letter received from the Department of Revenue granting ad valorem tax exemption to Zeon Chemicals, L.P., for a period not to exceed nine (9) years, commencing December 31, 2025, with a true total value of $860,020.00; adopt the final order allowing the same.

Recommendation Statement
I recommend approval of this item.

Please place this on the July 7, 2026 City Council meeting for consideration.

IN THE MATTER OF THE APPLICATION OF
ZEON CHEMICALS, L.P.FOR EXEMPTION
FROM AD VALOREM TAXATION

FINAL ORDER GRANTING AND ALLOWING
AD VALOREM TAX EXEMPTION

THERE came on for further consideration and final determination by the Mayor and City Council of the City of Hattiesburg, Mississippi, the matter of the Application of Zeon Chemicals, L.P. for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, as set forth in full in said Application; and the Council having carefully inquired into the matter and maturely considered the same, and being fully advised in the premises, does hereby find, sustain and adjudicate as follows:

THE Council finds that said Applicant has previously filed with it, in due and proper form, an Application for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon the tangible property of said Applicant as identified and described in said Application for a period of nine (9) years from and after December 31,2025 with a total true value of $860,020.64 and that the Council heretofore on the 17th day of February,2026 by Resolution appearing in Municipal File Number,2026-106, duly passed, adopted, made and entered said appropriate Resolution approving said Application and granting the ad valorem tax exemption therein sought, subject, however, to action of the Mississippi Department of Revenue as provided by law, and directing that appropriate certified transcript or copies of said Application and said Resolution be transmitted to the said Mississippi Department of Revenue for appropriate action by it as provided and required by Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and any and all other provisions of law. The Council has now received a letter from the Director of the Property Tax Bureau of said Mississippi Department of Revenue dated April 20,2026, approving the ad valorem tax exemption for the personal property in the amount of $860,020.00.

as applied for by the said Zeon Chemicals, L.P. and appended and subjoined hereto as a part of this Order and made a part hereof as fully and for all purposes as if set forth at length herein; and it is now appropriate, proper and in the best interest of the City of Hattiesburg and all of the parties of interest that action be taken upon said matter and final

disposition be made thereof pursuant to all provisions of law.

IT IS, THEREFORE, THE JUDGEMENT OF THE MAYOR AND CITY COUNCIL. AND IT IS ACCORDINGLY HEREBY ORDERED, pursuant to the provisions of Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and all other provisions of applicable law, that the Application of the said Zeon Chemicals, L.P. for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, approved by Resolution of the Council in the City of Hattiesburg, Minute Book 2023 at page(s)175-176 and the same being incorporated herein by specific reference thereto, be and the same is hereby, in all respects and in every particular, approved and allowed for the personal property, as approved by the Mississippi Department of Revenue; and further, that the said be, and is hereby, granted and allowed exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon all of the tangible property as identified, described and otherwise set forth in said Application hereinabove referred to, all for a term or period of nine (9)years commencing on December 31, 2025, with a total true value of $860,020.00.

IT IS FURTHER ORDERED that the City Clerk of the City of Hattiesburg, be and he is hereby authorized, empowered and directed to record this Order approving such application and granting ad valorem taxation exemption applied for, in the municipal records and to take all other action necessary or required by law to grant said tax exemption herein approved.

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

YEAS: NAYS:

The President thereby declared the motion carried and the Order adopted, this the 7th day of July 2026.

(SEAL)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Order having been submitted to and

approved by the mayor, this the 7th day of July 2026.

ATTEST:

_____
CITY CLERK

APPROVED:

_____
MAYOR

DEPARTMENT OF REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

April 20, 2026

Mr. Kermas Eaton, City Clerk
Forrest County – Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Applicant: **Zeon Chemicals, L.P. PPIN 9049**
Applicable Code Section: **MCA §27-31-105**
Date of Completion: **December 31, 2024**
Date Filed: **March 28, 2025**
9yr exemption

EXEMPTION CERTIFICATION - NOTICE OF ACTION

☐ **NO ACTION –** The Department of Revenue has no authority to act on exemptions requested under the cited section of law.

☐ **INCOMPLETE DOCUMENTATION –** We cannot process your request, as necessary documentation is missing. Please provide:

- ☐ Application for Exemption
- ☐ Itemized Asset Listing
- ☐ Tax Assessor's Position Statement
- ☐ Preliminary Resolution Granting Exemption
- ☐ MDA Approval Letter
- ☒ Final Resolution Granting Exemption

☐ **REQUEST IS CERTIFIED AS INELIGIBLE –** This request is ineligible under the cited section of law.

☒ **REQUEST IS CERTIFIED AS ELIGIBLE –** In accordance with the authority conferred upon the Department of Revenue, we hereby certify that the application for exemption submitted on behalf of the above-referenced entity is compliant with the provisions of law and the property referenced therein is eligible for ad valorem tax exemption to the extent permitted by law.

This certification applies exclusively to the property itemized in the original application for exemption, excluding any property found specifically ineligible by the Department. Outlined below is the total true value of eligible assets per the application. The amount of exemption is limited to the actual assessed value of such assets as annually determined by the Tax Assessor and finally approved by the Board of Supervisors.

TOTAL TRUE VALUE PER APPLICATION	REQUESTED	APPROVED
☐ Real Property		
☒ Personal Property	$860,020.64	$860,020.00
☐ Raw Materials		
☐ Work-in-Progress		
TOTAL	$860,020.64	$860,020.00
☐ Ineligible Property (* see below)		

Pursuant to Miss. Code Ann. Section 27-31-109, if the governing authorities grant the exemption certified above, they must place a final order on their minutes declaring this property exempt and documenting the dates when this exemption commences and expires.

If the governing authorities issue a final order declaring this property exempt, the clerk must record the application and the order approving the exemption. Finally, the clerk must send a copy of the final order to the Mississippi Department of Revenue.

Should you have any questions concerning this matter, please feel free to contact us.

Debra Walker, Revenue Specialist
Exemptions & Public Utilities Bureau
(P) 601.923.7634

Talina Matthews, Director
Exemptions & Public Utilities Bureau
(P) 601.923.7632

Save postage and get electronic verification that we have received your exemption filings by submitting any industrial exemption requests or correspondence electronically via email to indexemptions@dor.ms.gov .

Memorandum

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

From: **Kermas Eaton, City Clerk**

cc:

Date: **Tuesday, July 7, 2026**

Re: **Acknowledge receipt of a letter received from the Department of Revenue granting ad valorem tax exemption to Wis-Pak of Hattiesburg,LLC, for a period not to exceed nine (9) years, commencing December 31, 2025, with a true total value of $1,129,372.00; adopt the final order allowing the same.**
File Number: 2026-508
Minute Book #

Summary
Acknowledge receipt of a letter received from the Department of Revenue granting ad valorem tax exemption to Wis-Pak of Hattiesburg,LLC, for a period not to exceed nine (9) years, commencing December 31, 2025, with a true total value of $1,129,372.00; adopt the final order allowing the same.

Recommendation Statement
I recommend approval of this item.

Please place this on the July 7, 2026 City Council meeting for consideration.

IN THE MATTER OF THE APPLICATION OF
WIS-PAK OF HATTIESBURG, LLC. FOR
EXEMPTION FROM AD VALOREM TAXATION

FINAL ORDER GRANTING AND ALLOWING
AD VALOREM TAX EXEMPTION

THERE came on for further consideration and final determination by the Mayor and City Council of the City of Hattiesburg, Mississippi, the matter of the Application of Wis-Pak of Hattiesburg, LLC for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, as set forth in full in said Application; and the Council having carefully inquired into the matter and maturely considered the same, and being fully advised in the premises, does hereby find, sustain and adjudicate as follows:

THE Council finds that said Applicant has previously filed with it, in due and proper form, an Application for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon the tangible property of said Applicant as identified and described in said Application for a period of nine (9) years from and after January 1,2025 with a total true value of $1,466,093.00 and that the Council heretofore on the 17th day of February,2026 by Resolution appearing in File Number 2026-122,duly passed, adopted, made and entered said appropriate Resolution approving said Application and granting the ad valorem tax exemption therein sought, subject, however, to action of the Mississippi Department of Revenue as provided by law, and directing that appropriate certified transcript or copies of said Application and said Resolution be transmitted to the said Mississippi Department of Revenue for appropriate action by it as provided and required by Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and any and all other provisions of law. The Council has now received a letter from the Director of the Property Tax Bureau of said Mississippi Department of Revenue dated April 15,2026, approving the ad valorem tax exemption for the personal property in the amount of $1,129,372.00.

as applied for by the said Wis-Pak of Hattiesburg, LLC and appended and subjoined hereto as a part of this Order and made a part hereof as fully and for all purposes as if set forth at length herein; and it is now appropriate, proper and in the best interest of the City of Hattiesburg and all of the parties of interest that action be taken upon said matter and

final disposition be made thereof pursuant to all provisions of law.

IT IS, THEREFORE, THE JUDGEMENT OF THE MAYOR AND CITY COUNCIL. AND IT IS ACCORDINGLY HEREBY ORDERED, pursuant to the provisions of Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and all other provisions of applicable law, that the Application of the said Wis-Pak of Hattiesburg, LLC for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, approved by Resolution of the Council in the City of Hattiesburg, File Number 2026-122 and the same being incorporated herein by specific reference thereto, be and the same is hereby, in all respects and in every particular, approved and allowed for the personal property, as approved by the Mississippi Department of Revenue; and further, that the said be, and is hereby, granted and allowed exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon all of the tangible property as identified, described and otherwise set forth in said Application hereinabove referred to, all for a term or period of nine(9)years commencing on January 1, 2025, with a total true value of $1,129,372.00.

IT IS FURTHER ORDERED that the City Clerk of the City of Hattiesburg, be and he is hereby authorized, empowered and directed to record this Order approving such application and granting ad valorem taxation exemption applied for, in the municipal records and to take all other action necessary or required by law to grant said tax exemption herein approved.
The above and foregoing Order, after having been first reduced to writing, was introduced by Council person _____, seconded by Council person _____, and was adopted by the following vote, to-wit:

YEAS: NAYS:

The President thereby declared the motion carried and the Order adopted, this the 7th day of July 2026.

(SEAL)

ATTEST: ADOPTED:

_____ _____
CLERK OF COUNCIL PRESIDENT

The above and foregoing Order having been submitted to and

approved by the mayor, this the 7th day of July, 2026.

ATTEST:

_____
CITY CLERK

APPROVED:

_____
MAYOR

DEPARTMENT OF REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

April 15, 2026

Mr. Kermas Eaton, City Clerk
Forrest County – Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39401

Applicant: **Wis-Pak of Hattiesburg, LLC.**
Applicable Code Section: **MCA §27-31-105**
Date of Completion: **December 31, 2024**
Date Filed: **June 1, 2025**
9yr exemption

EXEMPTION CERTIFICATION - NOTICE OF ACTION

☐ **NO ACTION –** The Department of Revenue has no authority to act on exemptions requested under the cited section of law.

☐ **INCOMPLETE DOCUMENTATION –** We cannot process your request, as necessary documentation is missing. Please provide:

- ☐ Application for Exemption
- ☐ Itemized Asset Listing
- ☐ Tax Assessor's Position Statement
- ☐ Preliminary Resolution Granting Exemption
- ☐ MDA Approval Letter
- ☒ Final Resolution Granting Exemption

☐ **REQUEST IS CERTIFIED AS INELIGIBLE –** This request is ineligible under the cited section of law.

☒ **REQUEST IS CERTIFIED AS ELIGIBLE –** In accordance with the authority conferred upon the Department of Revenue, we hereby certify that the application for exemption submitted on behalf of the above-referenced entity is compliant with the provisions of law and the property referenced therein is eligible for ad valorem tax exemption to the extent permitted by law.

This certification applies exclusively to the property itemized in the original application for exemption, excluding any property found specifically ineligible by the Department. Outlined below is the total true value of eligible assets per the application. The amount of exemption is limited to the actual assessed value of such assets as annually determined by the Tax Assessor and finally approved by the Board of Supervisors.

TOTAL TRUE VALUE PER APPLICATION		REQUESTED	APPROVED
☐	Real Property		
☒	Personal Property	$1,466,093.00	$1,129,372.00
☐	Raw Materials		
☐	Work-in-Progress		
	TOTAL	$1,466,093.00	$1,129,372.00
☒	Ineligible Property(* see below)	$68,014.51	

Ineligible amount $68,014.51 for 2021 and 2023. Use a separate application.

Pursuant to Miss. Code Ann. Section 27-31-109, if the governing authorities grant the exemption certified above, they must place a final order on their minutes declaring this property exempt and documenting the dates when this exemption commences and expires.

If the governing authorities issue a final order declaring this property exempt, the clerk must record the application and the order approving the exemption. Finally, the clerk must send a copy of the final order to the Mississippi Department of Revenue.

Should you have any questions concerning this matter, please feel free to contact us.

Debra Walker, Revenue Specialist
Exemptions & Public Utilities Bureau
(P) 601.923.7634

Talina Matthews, Director
Exemptions & Public Utilities Bureau
(P) 601.923.7632

Save postage and get electronic verification that we have received your exemption filings by submitting any industrial exemption requests or correspondence electronically via email to indexemptions@dor.ms.gov .

Memorandum

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

From: **Kermas Eaton, City Clerk**

cc:

Date: **Tuesday, July 7, 2026**

Re: **Acknowledge receipt of a letter received from the Department of Revenue granting ad valorem tax exemption to Resinall Corporation, for a period not to exceed nine (9) years, commencing December 31, 2025, with a true total value of $739,411.00; adopt the final order allowing the same.**
File Number: 2026-509
Minute Book #

Summary
Acknowledge receipt of a letter received from the Department of Revenue granting ad valorem tax exemption to Resinall Corporation, for a period not to exceed nine (9) years, commencing December 31, 2025, with a true total value of $739,411.00; adopt the final order allowing the same.

Recommendation Statement
I recommend approval of this item.

Please place this on the July 7, 2026 City Council meeting for consideration.

IN THE MATTER OF THE APPLICATION OF
RESINALL CORPORATION FOR EXEMPTION
FROM AD VALOREM TAXATION

FINAL ORDER GRANTING AND ALLOWING AD
VALOREM TAX EXEMPTION

THERE came on for further consideration and final determination by the Mayor and City Council of the City of Hattiesburg, Mississippi, the matter of the Application of Resinall Corporation, for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, as set forth in full in said Application; and the Council having carefully inquired into the matter and maturely considered the same, and being fully advised in the premises, does hereby find, sustain and adjudicate as follows:

THE Council finds that said Applicant has previously filed with it, in due and proper form, an Application for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon the tangible property of said Applicant as identified and described in said Application for a period of nine (9) years from and after December 31,2025 with a total true value of $5,502,749.41 and that the Council heretofore on the 17th day of February,2026 by Resolution appearing in Municipal File Number 2026-123,duly passed, adopted, made and entered said appropriate Resolution approving said Application and granting the ad valorem tax exemption therein sought, subject, however, to action of the Mississippi Department of Revenue as provided by law, and directing that appropriate certified transcript or copies of said Application and said Resolution be transmitted to the said Mississippi Department of Revenue for appropriate action by it as provided and required by Sections 27-31-101, et seq., Mississippi Code
of 1972, Annotated, and any and all other provisions of law. The Council has now received a letter from the Director of the Property Tax Bureau of said Mississippi Department of Revenue dated April 15,2026, approving the ad valorem tax exemption for the personal property in the amount of $739,411.00. as applied for by the said Resinall Corporation and appended and subjoined hereto as a part of this Order and made a part hereof as fully and for all purposes as if set forth at length herein; and it is now appropriate, proper and in the best interest of the City of Hattiesburg and all of the parties of interest that action be taken upon said matter and final disposition be made thereof pursuant to all provisions of law.

IT IS, THEREFORE, THE JUDGEMENT OF THE MAYOR AND CITY COUNCIL. AND

IT IS ACCORDINGLY HEREBY ORDERED, pursuant to the provisions of Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and all other provisions of applicable law, that the Application of the said Resinall Corporation for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, approved by Resolution of the Council in the City of Hattiesburg, Minute Book 2032 at page(s)174 and the same being incorporated herein by specific reference thereto, be and the same is hereby, in all respects and in every particular, approved and allowed for the personal property, as approved by the Mississippi Department of Revenue; and further, that the said be, and is hereby, granted and allowed exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon all of the tangible property as identified, described and otherwise set forth in said Application hereinabove referred to, all for a term or period of nine(9)years commencing on December 31, 2025, with a total true value of $739,411.00.

IT IS FURTHER ORDERED that the City Clerk of the City of Hattiesburg, be and he is hereby authorized, empowered and directed to record this Order approving such application and granting ad valorem taxation exemption applied for, in the municipal records and to take all other action necessary or required by law to grant said tax exemption herein approved.

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

YEAS: NAYS:

The President thereby declared the motion carried and the Order adopted, this the 7th day of July 2026.

(SEAL)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Order having been submitted to and approved by the mayor, this the 7th day of July, 2026.

ATTEST:

_____
CITY CLERK

APPROVED:

_____
MAYOR

DEPARTMENT OF REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

April 15, 2026

Mr. Kermas Eaton, City Clerk
Forrest County – Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39401

Applicant: **Resinall Corporation**
Applicable Code Section: **MCA §27-31-105**
Date of Completion: **December 31, 2024**
Date Filed: **May 28, 2025**
9yr exemption*

EXEMPTION CERTIFICATION - NOTICE OF ACTION

☐ **NO ACTION –** The Department of Revenue has no authority to act on exemptions requested under the cited section of law.

☐ **INCOMPLETE DOCUMENTATION –** We cannot process your request, as necessary documentation is missing. Please provide:

- ☐ Application for Exemption
- ☐ Itemized Asset Listing
- ☐ Tax Assessor's Position Statement
- ☐ Preliminary Resolution Granting Exemption
- ☐ MDA Approval Letter
- ☒ Final Resolution Granting Exemption

☐ **REQUEST IS CERTIFIED AS INELIGIBLE –** This request is ineligible under the cited section of law.

☒ **REQUEST IS CERTIFIED AS ELIGIBLE –** In accordance with the authority conferred upon the Department of Revenue, we hereby certify that the application for exemption submitted on behalf of the above-referenced entity is compliant with the provisions of law and the property referenced therein is eligible for ad valorem tax exemption to the extent permitted by law.

This certification applies exclusively to the property itemized in the original application for exemption, excluding any property found specifically ineligible by the Department. Outlined below is the total true value of eligible assets per the application. The amount of exemption is limited to the actual assessed value of such assets as annually determined by the Tax Assessor and finally approved by the Board of Supervisors.

TOTAL TRUE VALUE PER APPLICATION		REQUESTED	APPROVED
☐	Real Property		
☒	Personal Property	$739,411.14	$739,411.00
☒	Raw Materials	$4,510,170.34	
☒	Work-in-Progress	$722,529.07	
	TOTAL	$5,972,110.55	$739,411.00
☒	Ineligible Property(* see below)	$5,502,749.41	

Inventory is not allowed, WIP and Raw Materials must be completed on a separate application

Pursuant to Miss. Code Ann. Section 27-31-109, if the governing authorities grant the exemption certified above, they must place a final order on their minutes declaring this property exempt and documenting the dates when this exemption commences and expires.

If the governing authorities issue a final order declaring this property exempt, the clerk must record the application and the order approving the exemption. Finally, the clerk must send a copy of the final order to the Mississippi Department of Revenue.

Should you have any questions concerning this matter, please feel free to contact us.

Debra Walker, Revenue Specialist
Exemptions & Public Utilities Bureau
(P) 601.923.7634

Talina Matthews, Director
Exemptions & Public Utilities Bureau
(P) 601.923.7632

Save postage and get electronic verification that we have received your exemption filings by submitting any industrial exemption requests or correspondence electronically via email to indexemptions@dor.ms.gov .

Memorandum

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

From: **Kermas Eaton, City Clerk**

cc:

Date: **Tuesday, July 7, 2026**

Re: **Acknowledge receipt of a letter received from the Department of Revenue granting ad valorem tax exemption to Mississippi Tank Company, for a period not to exceed nine (9) years, commencing December 31, 2025, with a true total value of $167,533.00; adopt the final order allowing the same.**
File Number: 2026-510
Minute Book #

Summary
Acknowledge receipt of a letter received from the Department of Revenue granting ad valorem tax exemption to Mississippi Tank Company, for a period not to exceed nine (9) years, commencing December 31, 2025, with a true total value of $167,533.00; adopt the final order allowing the same.

Recommendation Statement
I recommend approval of this item.

Please place this on the July 7, 2026 City Council meeting for consideration.

IN THE MATTER OF THE APPLICATION OF
Mississippi Tank Company FOR
EXEMPTION FROM AD VALOREM TAXATION

FINAL ORDER GRANTING AND ALLOWING AD
VALOREM TAX EXEMPTION

THERE came on for further consideration and final determination by the Mayor and City Council of the City of Hattiesburg, Mississippi, the matter of the Application of Mississippi Tank Company, for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, as set forth in full in said Application; and the Council having carefully inquired into the matter and maturely considered the same, and being fully advised in the premises, does hereby find, sustain and adjudicate as follows:

THE Council finds that said Applicant has previously filed with it, in due and proper form, an Application for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon the tangible property of said Applicant as identified and described in said Application for a period of nine (9) years from and after December 31,2025 with a total true value of $167,533.38 and that the Council heretofore on the 17th day of February,2026 by Resolution appearing in Municipal File Number 2026-121,duly passed, adopted, made and entered said appropriate Resolution approving said Application and granting the ad valorem tax exemption therein sought, subject, however, to action of the Mississippi Department of Revenue as provided by law, and directing that appropriate certified transcript or copies of said Application and said Resolution be transmitted to the said Mississippi Department of Revenue for appropriate action by it as provided and required by Sections 27-31-101, et seq., Mississippi Code
of 1972, Annotated, and any and all other provisions of law. The Council has now received a letter from the Director of the Property Tax Bureau of said Mississippi Department of Revenue dated April 17,2026, approving the ad valorem tax exemption for the personal property in the amount of $167,533.00. as applied for by the said Mississippi Tank Company and appended and subjoined hereto as a part of this Order and made a part hereof as fully and for all purposes as if set forth at length herein; and it is now appropriate, proper and in the best interest of the City of Hattiesburg and all of the parties of interest that action be taken upon said matter and final disposition be made thereof pursuant to all provisions of law.

IT IS, THEREFORE, THE JUDGEMENT OF THE MAYOR AND CITY COUNCIL. AND

IT IS ACCORDINGLY HEREBY ORDERED, pursuant to the provisions of Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and all other provisions of applicable law, that the Application of the said Mississippi Tank Company for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, approved by Resolution of the Council in the City of Hattiesburg, Minute Book 2023 at page(s) 177 and the same being incorporated herein by specific reference thereto, be and the same is hereby, in all respects and in every particular, approved and allowed for the personal property, as approved by the Mississippi Department of Revenue; and further, that the said be, and is hereby, granted and allowed exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon all of the tangible property as identified, described and otherwise set forth in said Application hereinabove referred to, all for a term or period of nine(9)years commencing on December 31, 2025, with a total true value of $167,533.00.

IT IS FURTHER ORDERED that the City Clerk of the City of Hattiesburg, be and he is hereby authorized, empowered and directed to record this Order approving such application and granting ad valorem taxation exemption applied for, in the municipal records and to take all other action necessary or required by law to grant said tax exemption herein approved.

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

YEAS: NAYS:

The President thereby declared the motion carried and the Order adopted, this the 7th day of July 2026.

(SEAL)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Order having been submitted to and approved by the mayor, this the 7th day of July, 2026.

ATTEST:

_____
CITY CLERK

APPROVED:

_____
MAYOR

April 17, 2026

Mr. Kermas Eaton, City Clerk
Forrest County – Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39401

Applicant: **Mississippi Tank Company**
Applicable Code Section: **MCA §27-31-105**
Date of Completion: **December 31, 2024**
Date Filed: **April 30, 2025**
9 yr Exemption

EXEMPTION CERTIFICATION - NOTICE OF ACTION

☐ **NO ACTION –** The Department of Revenue has no authority to act on exemptions requested under the cited section of law.

☐ **INCOMPLETE DOCUMENTATION –** We cannot process your request, as necessary documentation is missing. Please provide:

- ☐ Application for Exemption
- ☐ Itemized Asset Listing
- ☐ Tax Assessor's Position Statement
- ☐ Preliminary Resolution Granting Exemption
- ☐ MDA Approval Letter
- ☒ Final Resolution Granting Exemption

☐ **REQUEST IS CERTIFIED AS INELIGIBLE –** This request is ineligible under the cited section of law.

☒ **REQUEST IS CERTIFIED AS ELIGIBLE –** In accordance with the authority conferred upon the Department of Revenue, we hereby certify that the application for exemption submitted on behalf of the above-referenced entity is compliant with the provisions of law and the property referenced therein is eligible for ad valorem tax exemption to the extent permitted by law.

This certification applies exclusively to the property itemized in the original application for exemption, excluding any property found specifically ineligible by the Department. Outlined below is the total true value of eligible assets per the application. The amount of exemption is limited to the actual assessed value of such assets as annually determined by the Tax Assessor and finally approved by the Board of Supervisors.

TOTAL TRUE VALUE PER APPLICATION	REQUESTED	APPROVED
☐ Real Property		
☒ Personal Property	$167,533.38	$167,533.00
☐ Raw Materials		
☐ Work-in-Progress		
TOTAL	$167,533.38	$167,533.00
☐ Ineligible Property(* see below)		

Pursuant to Miss. Code Ann. Section 27-31-109, if the governing authorities grant the exemption certified above, they must place a final order on their minutes declaring this property exempt and documenting the dates when this exemption commences and expires.

If the governing authorities issue a final order declaring this property exempt, the clerk must record the application and the order approving the exemption. Finally, the clerk must send a copy of the final order to the Mississippi Department of Revenue.

Should you have any questions concerning this matter, please feel free to contact us.

Debra Walker, Revenue Specialist
Exemptions & Public Utilities Bureau
(P) 601.923.7634

Talina Matthews, Director
Exemptions & Public Utilities Bureau
(P) 601.923.7632

Save postage and get electronic verification that we have received your exemption filings by submitting any industrial exemption requests or correspondence electronically via email to indexemptions@dor.ms.gov .

Memorandum

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

From: **Kermas Eaton, City Clerk**

cc:

Date: **Tuesday, July 7, 2026**

Re: **Acknowledge receipt of a letter received from the Department of Revenue granting ad valorem tax exemption to Georgia Pacific Consumer Operations, for a period not to exceed nine (9) years, commencing December 31, 2025, with a true total value of $4,132,782.00; adopt the final order allowing the same.**
File Number: 2026-511
Minute Book #

Summary
Acknowledge receipt of a letter received from the Department of Revenue granting ad valorem tax exemption to Mississippi Tank Company, for a period not to exceed nine (9) years, commencing December 31, 2025, with a true total value of $167,533.00; adopt the final order allowing the same.

Recommendation Statement
I recommend approval of this item.

Please place this on the July 7, 2026 City Council meeting for consideration.

IN THE MATTER OF THE APPLICATION OF
GEORGIA PACIFIC CONSUMER OPERATIONS,
LLC FOR EXEMPTION FROM AD VALOREM TAXATION

FINAL ORDER GRANTING AND ALLOWING AD
VALOREM TAX EXEMPTION

THERE came on for further consideration and final determination by the Mayor and City Council of the City of Hattiesburg, Mississippi, the matter of the Application of Georgia Pacific Consumer Operations, LLC, for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, as set forth in full in said Application; and the Council having carefully inquired into the matter and maturely considered the same, and being fully advised in the premises, does hereby find, sustain and adjudicate as follows:

THE Council finds that said Applicant has previously filed with it, in due and proper form, an Application for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon the tangible property of said Applicant as identified and described in said Application for a period of nine (9) years from and after December 31,2025 with a total true value of $4,132,782.00 and that the Council heretofore on the 17th day of February,2026 by Resolution appearing in Municipal File Number 2026-119,duly passed, adopted, made and entered said appropriate Resolution approving said Application and granting the ad valorem tax exemption therein sought, subject, however, to action of the Mississippi Department of Revenue as provided by law, and directing that appropriate certified transcript or copies of said Application and said Resolution be transmitted to the said Mississippi Department of Revenue for appropriate action by it as provided and required by Sections 27-31-101, et seq., Mississippi Code
of 1972, Annotated, and any and all other provisions of law. The Council has now received a letter from the Director of the Property Tax Bureau of said Mississippi Department of Revenue dated April 17,2026, approving the ad valorem tax exemption for the personal property in the amount of $4,132,782.00. as applied for by the said Georgia Pacific Consumer Operation and appended and subjoined hereto as a part of this Order and made a part hereof as fully and for all purposes as if set forth at length herein; and it is now appropriate, proper and in the best interest of the City of Hattiesburg and all of the parties of interest that action be taken upon said matter and final disposition be made thereof pursuant to all provisions of law.

IT IS, THEREFORE, THE JUDGEMENT OF THE MAYOR AND CITY COUNCIL. AND

IT IS ACCORDINGLY HEREBY ORDERED, pursuant to the provisions of Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and all other provisions of applicable law, that the Application of the said Georgia Pacific Consumer Operations, LLC for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, approved by Resolution of the Council in the City of Hattiesburg, File Number 2026-119 and the same being incorporated herein by specific reference thereto, be and the same is hereby, in all respects and in every particular, approved and allowed for the personal property, as approved by the Mississippi Department of Revenue; and further, that the said be, and is hereby, granted and allowed exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon all of the tangible property as identified, described and otherwise set forth in said Application hereinabove referred to, all for a term or period of nine(9)years commencing on December 31, 2025, with a total true value of $4,132,782.00.

IT IS FURTHER ORDERED that the City Clerk of the City of Hattiesburg, be and he is hereby authorized, empowered and directed to record this Order approving such application and granting ad valorem taxation exemption applied for, in the municipal records and to take all other action necessary or required by law to grant said tax exemption herein approved.

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

YEAS: NAYS:

The President thereby declared the motion carried and the Order adopted, this the 7th day of July 2026.

(SEAL)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Order having been submitted to and approved by the Mayor, this the 7th day of July, 2026.

ATTEST:

_____
CITY CLERK

APPROVED:

_____
MAYOR

DEPARTMENT OF REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

April 17, 2026

Mr. Kermas Eaton,
City Clerk
Forrest County – Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39401

Applicant: **Georgia-Pacific Consumer Operations, LLC, PPIN 9013**
Applicable Code Section: **MCA §27-31-105**
Date of Completion: **December 31, 2024**
Date Filed: **May 16, 2025**
9 yr exemption

EXEMPTION CERTIFICATION - NOTICE OF ACTION

☐ **NO ACTION –** The Department of Revenue has no authority to act on exemptions requested under the cited section of law.

☐ **INCOMPLETE DOCUMENTATION –** We cannot process your request, as necessary documentation is missing. Please provide:

- ☐ Application for Exemption
- ☐ Itemized Asset Listing
- ☐ Tax Assessor's Position Statement
- ☐ Preliminary Resolution Granting Exemption
- ☐ MDA Approval Letter
- ☒ Final Resolution Granting Exemption

☐ **REQUEST IS CERTIFIED AS INELIGIBLE –** This request is ineligible under the cited section of law.

☒ **REQUEST IS CERTIFIED AS ELIGIBLE –** In accordance with the authority conferred upon the Department of Revenue, we hereby certify that the application for exemption submitted on behalf of the above-referenced entity is compliant with the provisions of law and the property referenced therein is eligible for ad valorem tax exemption to the extent permitted by law.

This certification applies exclusively to the property itemized in the original application for exemption, excluding any property found specifically ineligible by the Department. Outlined below is the total true value of eligible assets per the application. The amount of exemption is limited to the actual assessed value of such assets as annually determined by the Tax Assessor and finally approved by the Board of Supervisors.

TOTAL TRUE VALUE PER APPLICATION	REQUESTED	APPROVED
☐ Real Property		
☒ Personal Property	$6,600, 781.00	$4,132,782.00
☐ Raw Materials		
☐ Work-in-Progress		
TOTAL	$6,600,781.00	$4,132,782.00
☒ Ineligible Property(* see below)		

Raw Materials and WIP amounts should not be included with Personal Property

Pursuant to Miss. Code Ann. Section 27-31-109, if the governing authorities grant the exemption certified above, they must place a final order on their minutes declaring this property exempt and documenting the dates when this exemption commences and expires.

If the governing authorities issue a final order declaring this property exempt, the clerk must record the application and the order approving the exemption. Finally, the clerk must send a copy of the final order to the Mississippi Department of Revenue.

Should you have any questions concerning this matter, please feel free to contact us.

Debra Walker, Revenue Specialist
Exemptions & Public Utilities Bureau
(P) 601.923.7634

Talina Matthews, Director
Exemptions & Public Utilities Bureau
(P) 601.923.7632

Save postage and get electronic verification that we have received your exemption filings by submitting any industrial exemption requests or correspondence electronically via email to indexemptions@dor.ms.gov .

Memorandum

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

From: **Kermas Eaton, City Clerk**

cc:

Date: **Tuesday, July 7, 2026**

Re: **Acknowledge receipt of a letter received from the Department of Revenue granting ad valorem tax exemption to BP Rex Closures, LLC, for a period not to exceed nine (9) years, commencing December 31, 2025, with a true total value of $731,438.00; adopt the final order allowing the same.**
File Number: 2026-512
Minute Book #

Summary
Acknowledge receipt of a letter received from the Department of Revenue granting ad valorem tax exemption to BP Rex Closures, LLC, for a period not to exceed nine (9) years, commencing December 31, 2025, with a true total value of $731,438.00; adopt the final order allowing the same.

Recommendation Statement
I recommend approval of this item.

Please place this on the July 7, 2026 City Council meeting for consideration.

IN THE MATTER OF THE APPLICATION OF
BBP REX CLOSURES, LLC FOR EXEMPTION
FROM AD VALOREM TAXATION

FINAL ORDER GRANTING AND ALLOWING
AD VALOREM TAX EXEMPTION

THERE came on for further consideration and final determination by the Mayor and City Council of the City of Hattiesburg, Mississippi, the matter of the Application of BP Rex Closures, LLC for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, as set forth in full in said Application; and the Council having carefully inquired into the matter and maturely considered the same, and being fully advised in the premises, does hereby find, sustain and adjudicate as follows:

THE Council finds that said Applicant has previously filed with it, in due and proper form, an Application for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon the tangible property of said Applicant as identified and described in said Application for a period of nine (9) years from and after December 31,2025 with a total true value of $731,438.00 and that the Council heretofore on the 17th day of February,2026 by Resolution appearing in Municipal File Number 2026-107,duly passed, adopted, made and entered said appropriate Resolution approving said Application and granting the ad valorem tax exemption therein sought, subject, however, to action of the Mississippi Department of Revenue as provided by law, and directing that appropriate certified transcript or copies of said Application and said Resolution be transmitted to the said Mississippi Department of Revenue for appropriate action by it as provided and required by Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and any and all other provisions of law. The Council has now received a letter from the Director of the Property Tax Bureau of said Mississippi Department of Revenue dated December 30,2025, approving the ad valorem tax exemption for the personal property in the amount of $731,438.00.

as applied for by the said BP Rex Closures, LLC and appended and subjoined hereto as a part of this Order and made a part hereof as fully and for all purposes as if set forth at length herein; and it is now appropriate, proper and in the best interest of the City of Hattiesburg and all of the parties of interest that action be taken upon said matter and final

disposition be made thereof pursuant to all provisions of law.

IT IS, THEREFORE, THE JUDGEMENT OF THE MAYOR AND CITY COUNCIL. AND IT IS ACCORDINGLY HEREBY ORDERED, pursuant to the provisions of Sections 27-31-101, et seq., Mississippi Code of 1972, Annotated, and all other provisions of applicable law, that the Application of the said BP Rex Closures, LLC for exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, approved by Resolution of the Council in the City of Hattiesburg, File Number 2026-107 and the same being incorporated herein by specific reference thereto, be and the same is hereby, in all respects and in every particular, approved and allowed for the personal property, as approved by the Mississippi Department of Revenue; and further, that the said be, and is hereby, granted and allowed exemption from all ad valorem taxation in the City of Hattiesburg, Forrest County, Mississippi within the jurisdiction of the Council and its power to levy, except State and School District Ad Valorem Taxation, upon all of the tangible property as identified, described and otherwise set forth in said Application hereinabove referred to, all for a term or period of nine(9)years commencing on December 31, 2025, with a total true value of $731,438.00.

IT IS FURTHER ORDERED that the City Clerk of the City of Hattiesburg, be and he is hereby authorized, empowered and directed to record this Order approving such application and granting ad valorem taxation exemption applied for, in the municipal records and to take all other action necessary or required by law to grant said tax exemption herein approved.

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

YEAS: NAYS:

The President thereby declared the motion carried and the Order adopted, this the 7th day of July 2026.

(SEAL)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Order having been submitted to and

approved by the Mayor, this the 7th day of July, 2026.

ATTEST:

_____
CITY CLERK

APPROVED:

_____
MAYOR

DEPARTMENT OF REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

April 17, 2026

Mr. Kermas Eaton, City Clerk

Forrest County – Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39401

Applicant: **BP Rex Closures, LLC**
PPIN 9008
Applicable Code Section: **MCA §27-31-105**
Date of Completion: **December 31, 2024**
Date Filed: **March 26, 2025**
9 yr Exemption

EXEMPTION CERTIFICATION - NOTICE OF ACTION

☐ **NO ACTION –** The Department of Revenue has no authority to act on exemptions requested under the cited section of law.

☐ **INCOMPLETE DOCUMENTATION –** We cannot process your request, as necessary documentation is missing. Please provide:

- ☐ Application for Exemption
- ☐ Itemized Asset Listing
- ☐ Tax Assessor's Position Statement
- ☐ Preliminary Resolution Granting Exemption
- ☐ MDA Approval Letter
- ☒ Final Resolution Granting Exemption

☐ **REQUEST IS CERTIFIED AS INELIGIBLE –** This request is ineligible under the cited section of law.

☒ **REQUEST IS CERTIFIED AS ELIGIBLE –** In accordance with the authority conferred upon the Department of Revenue, we hereby certify that the application for exemption submitted on behalf of the above-referenced entity is compliant with the provisions of law and the property referenced therein is eligible for ad valorem tax exemption to the extent permitted by law.

This certification applies exclusively to the property itemized in the original application for exemption, excluding any property found specifically ineligible by the Department. Outlined below is the total true value of eligible assets per the application. The amount of exemption is limited to the actual assessed value of such assets as annually determined by the Tax Assessor and finally approved by the Board of Supervisors.

TOTAL TRUE VALUE PER APPLICATION	REQUESTED	APPROVED
☐ Real Property		
☒ Personal Property	$731,438.00	$731,438.00
☐ Raw Materials		
☐ Work-in-Progress		
TOTAL	$731,438.00	$731,438.00
☐ Ineligible Property(* see below)		

Pursuant to Miss. Code Ann. Section 27-31-109, if the governing authorities grant the exemption certified above, they must place a final order on their minutes declaring this property exempt and documenting the dates when this exemption commences and expires.

If the governing authorities issue a final order declaring this property exempt, the clerk must record the application and the order approving the exemption. Finally, the clerk must send a copy of the final order to the Mississippi Department of Revenue.

Should you have any questions concerning this matter, please feel free to contact us.

Debra Walker, Revenue Specialist
Exemptions & Public Utilities Bureau
(P) 601.923.7634

Talina Matthews, Director
Exemptions & Public Utilities Bureau
(P) 601.923.7632

Save postage and get electronic verification that we have received your exemption filings by submitting any industrial exemption requests or correspondence electronically via email to indexemptions@dor.ms.gov .

Memorandum

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

From: **Ann Jones**

cc: **Ann Jones**

Date: **Tuesday, July 7, 2026**

Re: **Designate the Back Roads & Back Stories event, to be held July 18, 2026, at Midtown Green Park, as a city-approved event for the purposes described in Ordinance No. 3402.**
File Number: 2026-540
Minute Book #

Summary
Designate the Back Roads & Back Stories event, to be held June 18, 2026, at Midtown Green Park, as a city-approved event for the purposes described in Ordinance No. 3402.

Recommendation Statement
I recommend this item for approval.

Please place this on the July 7, 2026 City Council meeting for consideration.



BACK ROADS
& BACK STORIES





CRAIG WISEMAN BANDSHELL
MIDTOWN GREEN, HATTIESBURG, MS
THURSDAY, JUNE 18 FROM 5 TO 7:30 P.M.

MIDTOWN MERCHANTS ASSOCIATION

presents



BACK ROADS
& BACK STORIES

CRAIG WISEMAN BANDSHELL
MIDTOWN GREEN, HATTIESBURG, MS
THURSDAY, JUNE 18 FROM 5 TO 7:30 P.M.

CITY OF HATTIESBURG 1884 MISSISSIPPI

K&D ESTATE SALES LLC

Mississippi Power

University Baptist Church

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/15/2022

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: Will Maddux
East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945	PHONE (A/C, No, Ext): (530) 477-6521 FAX (A/C, No): E-MAIL ADDRESS: info@theeventhelper.com
INSURED Midtown Merchants Association Tom Smith P.O. BOX 16283 HATTIESBURG MS 39404	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : Evanston Insurance Company — 35378 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL 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] Host Liquor Liability [ ] Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		3DS5473-M2827197	05/07/2022 12:01 AM	05/08/2022 12:01 AM	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19.
Attendance: 1000, Event Type: Concert - Folk Music.

CERTIFICATE HOLDER

SOUTHERN STATION AT USM
MIDTOWN MERCHANTS ASSOCIATION
ARDENLAND, LLC
ARDEN BARNETT
BURLYBELLOWTOURING,INCF/S/OTHELONEBELLOW
118 COLLEGE DRIVE
HATTIESBURG MS 39406

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 Will Maddux

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City of Hattiesburg
Parks and Recreation Department
Reservation of Park Pavilion

plications must be turned in thirty (30) days in advance of the event request.
Event applications submitted less than 30 days from the requested date are reviewed case by case
Applications will not be reviewed until insurance and fees are collected.

☑ Midtown Green Pavilion ☐ Chain Park Pavilion ☐ Town Square Park Stage

☑ Craig Weisman Bandshell at Midtown Green ☐ C.E. Smith Pavilion at Vernon Dahmer Fark

Applicant's name or organization responsible: Midtown Merchants Association

Primary contact: Laura Laughlin Phone: 601 520 4458

Address: P.O. Box 16283 E-mail: mma.hburg@gmail.com

Emergency contact: Ed Margrave Phone: 601 307 9077

Date(s) of event: June 18, 2026 Day of the week: Thursday

Start time: 5:30 p.m. End time: 7:00 p.m. Set up period: 3-5:30 p.m.

Type of Event acoustic concert

Expected attendance: 250

I understand the restrooms, park and the playground are open to the general public and my reservation only applies to the pavilion space. (YES) NO

Will concession space be needed for your event ? YES (NO)

Note: Parking fees are not permitted at public parks.

FEES:

Pavilion Rental - $50.00 (per day)
Security – $34.00 per hour
The total number of security personnel required will be determined by the Hattiesburg Police Department.
Town Square Park Rental and Stage - $125.00
Craig Wiseman Stage at Midtown Green - $125

Applications can be submitted in person at the Grounds Maintenance Office - Monday -Friday, from 8 a.m. to 3 p.m.
Phone: 601-545-4667 or Fax 601-545-6669
No application is confirmed until final signatures are obtained by the Parks and Recreation Director. All required insurance and fees must be paid in order to be submitted for review. All applications are subject to review by the Hattiesburg Police Department.

Built Stage Rental - $12.00 per piece

Stages will only be constructed on city owned property.

Electrical cords for music, food or other vendor use must be purchased by lessee.
Cords of 110 voltage are $25.00 each. Cords begin at 100 feet and
Each increased length is additional $5.00

RESPONSIBILITIES OF LESSEE

Initials of applicant must be signed for each section

_____ Lessee shall be responsible for all cleanup during the event, returning all-city property to the City of Hattiesburg. Failure to do so, will result in a cleanup fee of $500.00. The lessee will provide any necessary hand tools, supplies and janitorial needs for ample cleaning and visitor use.

_____The lessee shall abide by all Federal, State, and Local laws and ordinances pertaining to the following: no alcoholic beverages, firearms, no glass containers, no bubble gum sold on premises, no bicycles, skateboards, scooters, roller blades, or no dogs permitted in the complex. **Absolutely no alcoholic beverages are to be sold, given away, or consumed on City property unless approved under Ordinance #3402.**

Approval for sales or consumption of alcohol must be approved by City Council and submitted four weeks prior to the event. For details and more information, contact bmercier@hattiesburgms.c

_____The lessee agrees to and understands that public park access shall be open from dusk to dawn and all members of the public shall be afforded access for exercise, recreation, leisure or other without a required entry or gate fee.

_____The lessee shall in addition to the consideration herein above set forth, provide, at its own expense, the security deemed necessary by the City in the operation of the leased premises during the period of this lease.
Lessee shall be responsible for the conduct of their players and spectators. Lessor or its representative does reserve the right to remove any team, player, vendor or group from the premises due to misconduct or infraction of rules.

_____The lessee and any other persons, organizations, firms, or corporations on whose behalf the application is made, by filing such application do represent, stipulate, contract and agree that they will jointly and severally indemnify and hold the city harmless against liability for any and all claims for damage to property, or injury to, or death of persons arising out of or resulting from the issuance of the permit or the conduct of the event or its participants. This shall include not only physical damage to property of the City, but also any claims by third persons for injuries or property damage resulting from such use due to negligence or intentional acts of the undersigned, its agents, employees, workers, heirs, invitees, administrators, or assigns.

_____In addition, no approval shall be issued unless the applicant therefor shall obtain a comprehensive general liability insurance policy, issued by an insurance company authorized to do business in the State of Mississippi, with coverage of not less than One Million Dollars ($1,000,000.00) and that includes the assembly area, all grounds, fields, parking, facilities and the disbanding area of the event, and any other area used by the participants of the application. For consideration of approval insurance must be submitted, clearly stating the city named as an additional insured party on the policy.

For Craig Wiseman Bandshell Only:

_____ Lessee acknowledges and agrees that the Craig Wiseman Bandshell is located within a residential neighborhood and is architecturally designed to project sound without the need for amplification. Accordingly, no amplified sound of any kind shall be permitted after 8:00 p.m. or sunset, whichever occurs first.

For purposes of this provision, "amplified sound" shall include, but not be limited to:

Applications can be submitted in person at the Grounds Maintenance Office - Monday -Friday, from 8 a.m. to 3 p.m.
Phone: 601-545-4667 or Fax 601-545-6669
No application is confirmed until final signatures are obtained by the Parks and Recreation Director. All required insurance and fees must be paid in order to be submitted for review. All applications are subject to review by the Hattiesburg Police Department.

- Loudspeakers, PA systems, or m crcphones (corded or wireless)
- Amplified or electric musical instruments (e.g., electric guitars, bass, keyboards, drum kits with amplification)
- DJ equipment or turntables
- Recorded or broadcasted music or announcements played through sound systems

Lessee further agrees to maintain all acoustic performances, live music, spoken word, crowd levels, and other event-related noise at a reasonable volume so as not to disturb surrounding residences.

Enforcement: In the event of violation of th s policy, including but not limited to the use of prohibited amplified sound or the generation of noise deemed excessive, the Hattiesburg Police Department and/or City representatives shall have full authority to immediately shut down the event, without refund of fees or liability to the City.

Signature of Lessee: Laine Lay

Applications can be submitted in person at the Grounds Maintenance Office - Monday -Friday, from 8 a.m. to 3 p.m.
Phone: 601-545-4667 or Fax 601-545-6669
No application is confirmed until final signatures are obtained by the Parks and Recreation Director. All required insurance and fees must be paid in order to be submitted for review. All applications are subject to review by the Hattiesburg Police Department.

APPLICANT MUST ATTACHED A COPY OF LIABILITY INSURANCE FOR THIS EVENT:

Attached: YES NO

Applicant Signature:
Name: Laura Laughlin
Address: PO Box 16283 Hattiesburg MS 39404
Phone Number:
601 520 4458
E-mail: mma.hburg@gmail.com

Please submit a $25.00 non-refundable processing fee with your application. This fee is required regardless of approval status.

Permit fee may be paid in cash or by check at 101 Parkway Boulevard, Hattiesburg, MS 39401. Please make checks payable to the City of Hattiesburg.

PERMIT FEE PAID

Organization sponsoring the event:
Primary Contact: Laura Laughlin
Phone Number: 601 520 4458
Address: PO Box 16283 Hattiesburg MS 39404
E-mail: mma.hburg@gmail.com
Secondary Contact: Ed Hargrove
Phone Number: 601 307 9077
President of organization: Ed Hargrove
Phone Number: 601 307 9077

OFFICIAL USE ONLY – DO NOT WRITE BELOW THIS LINE

Received by: _____ Date submitted: _____
Supervisor review: _____ Title: _____ Date: _____
Status: _____ If permit is denied, reason for denial: _____

Granting Authorities Signature:

_____

Jon Willow, General Manager of Park Maintenance

_____

Hattiesburg Police Department Chief or Designated Representative

Applications can be submitted in person at the Grounds Maintenance Office - Monday -Friday, from 8 a.m. to 3 p.m.
Phone: 601-545-4667 or Fax 601-545-6669
No application is confirmed until final signatures are obtained by the Parks and Recreation Director. All required insurance and fees must be paid in order to be submitted for review. All applications are subject to review by the Hattiesburg Police Department.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/20/2026

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

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

PRODUCER	CONTACT NAME: Eventsured Customer Service
Foresite Sports LLC DBA: Eventsured 3553 West Chester Pike #418 Newtown Square, PA 19073	PHONE (A/C, No, Ext): 888-882-5902 FAX (A/C, No): E-MAIL ADDRESS: info@eventsured.com
INSURED Midtown Merchants Association Joel Ingram P O BOX 15039 HATTIESBURG, MS 39404	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Houston Casualty Company — 42374 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** TM511172 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Host Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	Y		H25SE00172/TM511172	08/22/2026 12:01AM	08/23/2026 2:01AM	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG DEDUCTIBLE	$ 1,000,000 $ 100,000 $ 1,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $ 0
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] HIRED AUTOS [ ] SCHEDULED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) N / A If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

Additional Insureds must be venue managers or municipalities and are added with respect to our insureds operations only. Waiver of Subrogation (WOS) and Primary & Non-Contributory (PNC) wording applies only when coverage is purchased by the insured, required by written contract and as indicated below. This coverage is with respect to the Chamber of Commerce Event to be held on 08/22/2026 - 08/22/2026 with 300 attendees at Midtown Green 309 Crestmont HATTIESBURG, MS 39402. Additional Insureds include: Midtown Green 309 Crestmont HATTIESBURG, MS 39402; City of Hattiesburg.

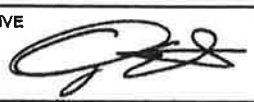
CERTIFICATE HOLDER

Midtown Green
309 Crestmont
HATTIESBURG MS, 39402

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



ACORD 25 (2010/05)

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Memorandum

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

From: **Kristen Wilson, Grants Coordinator**

cc:

Date: **Tuesday, July 7, 2026**

Re: **Authorize submission of a grant application to the Substance Abuse and Mental Health Services Administration (SAMHSA) FY26 Treatment Drug Courts expansion program for $400,000. No match is required.**
File Number: 2026-548
Minute Book #

Summary
Authorize submission of a grant application to the Substance Abuse and Mental Health Services Administration (SAMHSA) FY26 Treatment Drug Courts expansion program for $400,000. No match is required.

Recommendation Statement
I recommend authorizing the submission of a grant application to the Substance Abuse and Mental Health Services Administration for behavioral court treatment expansion.

Please place this on the July 7, 2026 City Council meeting for consideration.

Follow the six steps in the application process:

1. Review the Opportunity
2. Get Ready to Apply
3. Prepare Your Application
4. Learn About Review and Award
5. Submit Your Application
6. Learn About What Happens After Award

Substance Abuse and Mental Health Services Administration (SAMHSA)

NOFO Name: Grants to Expand Substance Use Disorder Treatment Capacity in Adult and Family Treatment Drug Courts

Short Title: Treatment Drug Courts

NOFO Number: TI-26-015

Step 1: Review the Opportunity

Basic Information

Key Facts

Opportunity Name: Grants to Expand Substance Use Disorder Treatment Capacity in Adult and Family Treatment Drug Courts

Short Title: Treatment Drug Courts

Opportunity Number: TI-26-015

Announcement Version: Original

Federal Assistance Listing: 93.490

Eligible Applicants: Eligible applicants are States, political subdivisions of States, Indian tribes or tribal organizations (as such terms are defined in **section 5304 of title 25**), health facilities, or programs operated by or in accordance with a contract or grant with the Indian Health Service, or other public or nonprofit private entities, including faith-based organizations.

See **Eligibility** for complete eligibility information.

Key Dates

Application deadline: **July 16, 2026**

IMPORTANT NOTE: SAMHSA will accept and review only the first 50 complete, successfully submitted, and high-quality applications received via eRA. Once this threshold is met, the submission portal will close, and no further applications will be considered.

Expected Award Date: 09/01/2026

Expected Start Date: 09/30/2026

Response to Executive Order 12372: See **Intergovernmental Review** and ***Section J*** in the *Application Guide.*

Important Resources

Applicants are expected to follow guidance provided in the ***FY 2026 Application Guide*** (the *Application Guide*)**.** This document provides information about the application process,

including registration, required attachments, budget, and federal policies and regulations. In addition, see the **SAMHSA Grants Glossary** for definitions of terms used in this NOFO.

Authorizing Statute

Section 509 of the Public Health Service Act, as amended (42 U.S.C. 290bb-2).

Agency Contacts

Program and Eligibility Questions

Amy Romero
Center for Substance Abuse Treatment
240-276-0736
treatmentdrugcourts@samhsa.hhs.gov

Financial and Budget Questions

Office of Financial Resources
Division of Grants Management
240-276-1400
NOFOBudget.CSAT@samhsa.hhs.gov

Review Process and Application Status Questions

Office of Financial Resources
Division of Grant Review
Hawa Kamara
240-276-1103
Hawa.Kamara@samhsa.hhs.gov

Summary

The purpose of this program is to expand substance use disorder (SUD) treatment and recovery support services in existing drug courts. Grant recipients will be required to implement a coordinated, multisystem approach that combines the legal authority of treatment drug courts with evidence-based SUD treatment services. Key stakeholders include the judiciary, prosecution, defense attorneys, probation services, law enforcement, mental health and SUD professionals, social service agencies, and health care treatment providers. The objective is to disrupt the recurring pattern of criminal behavior, substance use, and incarceration or other legal consequences.

Your organization is expected to work across systems to combine the authority of drug courts with evidence-based prevention, treatment and recovery support services.

With this program, SAMHSA aims to:

- reduce recidivism,
- prevent overdose, and
- increase access to treatment and recovery support services.

This program is designed to advance **SAMHSA's Strategic Priorities** and the **Make America Healthy Again agenda**. This program also addresses the **Ending Crime and Disorder on America's Streets** and **Great American Recovery Initiative** Executive Orders (EOs).

Funding Details

Funding Type: Grant

Estimated Total Available Funding: $7,600,000

Estimated Number of Awards: 19 awards (At least 1 award will be made to Adult Tribal Healing to Wellness Courts, and at least 3 awards will be made to Family Treatment Drug Courts, pending sufficient application volume.)

Estimated Award Amount: Up to $400,000 per year per award

Length of Project Period: Up to 5 Years

Your annual budget cannot be more than $400,000 in total costs (direct and indirect) in any year of the project. Annual continuation awards are contingent on the availability of funds, progress in meeting project goals and objectives, timely submission of required data and reports, compliance with all terms and conditions of award, and alignment with SAMHSA, HHS, and Trump Administration priorities.

Program Description

Purpose

This program aims to expand SUD treatment and recovery support services in existing drug courts. All funding for drug treatment activities must be allocated to serve people diagnosed with a SUD as their primary condition. This program supports three specialized court models: Adult Treatment Drug Courts, Family Treatment Drug Courts (FTDCs), and/or Tribal Healing to Wellness Courts.

These specialized drug court models include several variations, including Driving While Intoxicated (DWI)/Driving Under the Influence (DUI) Courts, Co-Occurring Drug, and Mental Health Courts, Reentry Courts, and Veterans Treatment Courts.

Mental health and substance use conditions constitute a significant component of the chronic disease crisis affecting the United States. According to the **2024 National Survey on Drug Use and Health**:

- In 2024, 48.4 million people aged 12 or older (or 16.8 percent of the population) had an SUD in the past year.
- Among people aged 12 or older in 2024 who were classified as needing substance use treatment in the past year, about 1 in 5 (19.3 percent or 10.2 million people) received substance use treatment in the past year.

Unlike traditional approaches to criminal justice, drug courts integrate treatment, supervision, and recovery support services to facilitate meaningful, sustainable behavioral change.

Specifically, recipients must:

- **Screen and assess** clients for SUD and/or co-occurring substance use and mental health disorders
- **Provide evidence-based services** including prevention, treatment, and recovery support services tailored to the population's specific needs
- **Coordinate with your Single State Agency** in the planning, implementation, and evaluation of the grant.

Family drug court applicants have additional program requirements. These courts must maintain a dual focus on family preservation efforts and promoting the overall wellness and stability of the entire family unit. This family-centered approach recognizes that SUDs affect not only the individual but also their children and other family members, requiring comprehensive interventions that address the needs of the whole family system.

All activities proposed in your application and budget narrative must align with applicable law, including but not limited to statutes, executive orders, federal regulations and applicable judicial holdings. Accordingly, discretionary awards shall not be used to fund, promote, encourage, subsidize, or facilitate; racial preferences or other forms of racial discrimination by the recipient, including activities where race or intentional proxies for race will be used as a selection criterion for employment or program participation; denial by the recipient of the sex binary in humans, or the belief that sex is a chosen or mutable characteristic; illegal immigration; or any other initiatives that compromise public safety. If an application does not align, the application will not receive funding to the extent permitted by law and applicable court orders.

In addition, applications must also align with SAMHSA Strategic Priorities and the application and budget narrative must not support harm reduction as outlined in SAMHSA's Dear Colleague Letter on harm reduction.

As of October 1, 2025, HHS has adopted **2 CFR Part 200**, with some modifications included in 2 CFR Part 300. These regulations replace those in 45 CFR Part 75.

Key Personnel

Key Personnel are essential to the successful implementation and oversight of your SAMHSA-funded project. These individuals, whether or not their salaries are paid by this grant, must play a substantive role in project execution and be actively involved in monitoring, reporting, and compliance activities throughout the project period.

The Key Personnel for this program is as follows:

- **Project Director (PD):** The PD must oversee the grant to ensure goals are met, all reports are filed on time, and all rules are followed with a minimum level of effort of 0.20 of a full-time equivalent (FTE) position.

Below are the expectations, requirements, and compliance obligations for Key Personnel under this NOFO:

- Key Personnel are expected to participate regularly in program monitoring and maintain consistent communication with SAMHSA staff.
- Key Personnel selected/hired for this grant must be based only on merit and qualifications. Executive Orders strictly prohibit using demographics (like race or sex) to give preference in hiring.
- Key Personnel selected/hired must have direct experience working with a treatment drug court with an in-depth understanding of its operations and must demonstrate understanding of evidence-based SUD treatment and recovery.
- Applicants are responsible for ensuring Key Personnel have the skills, time, and commitment to meet the expectations of the grant.
- If awarded funding, approved Key Personnel will be identified on the Notice of Award.
- Changes to Key Personnel require written prior approval from SAMHSA. This includes:
  - Replacing or removing Key Personnel or
  - Reducing any Key Personnel's level of effort to less than 0.20 FTE.

Required Activities

Funds for this program are primarily for providing services to clients. These services must begin within 4 months of receiving the award.

In the Project Narrative, you will provide the following:

- **B.1**: The unduplicated number of individuals you propose to serve each year of the project
- **B.2**: A description of how you will implement the required activities

Nothing in the required or allowable activities described below allows grant recipients to use grant funds for prohibited activities described in the **Funding Restrictions and Limitations** section of this NOFO.

Your organization is required to implement all required activities listed below:

Screening and Assessment:

- You must conduct comprehensive screening and assessment to identify the presence of substance use disorders (SUD) and/or co-occurring substance use and mental health disorders in clients. The data gathered from these evaluations should inform the development of individualized prevention, treatment, and recovery support service plans tailored to each client's specific needs.

Overdose Prevention and Response:

- You must provide overdose prevention services to all drug court participants, recognizing that justice-involved individuals face elevated overdose risk, particularly during transitions from incarceration to community. Services must include:
  - FDA-approved opioid overdose reversal medication (OORM) distribution,
  - training participants to recognize opioid overdose signs, and
  - training participants in OORM administration.

Treatment Services:

- **Evidence-Based Interventions -** You must deliver evidence-based treatment services designed to address the specific needs of the target population.
- **Medications for Opioid Use Disorder (MOUD) -** Treatment protocols must incorporate FDA-approved MOUD (methadone, buprenorphine products, naltrexone products) and comprehensive medication management. These services should be available across multiple treatment settings, including outpatient programs, intensive outpatient programs, day treatment, and residential treatment facilities.
- **Medications for Alcohol Use Disorder (MAUD) -** Treatment protocols must incorporate FDA-approved medications for alcohol use disorder (AUD), including naltrexone products, acamprosate, and disulfiram, and must include comprehensive medication management.

Trauma Services:

- Implement trauma-informed care principles throughout all drug court operations and provide access to trauma-specific treatment.

Recovery Support Services:

- Provide **recovery support services** (e.g., recovery housing, peer support services, childcare, supported employment, skills training and development, and transportation services) that provide emotional and practical support to maintain client/participant remission.

- When peer recovery support services are incorporated into programming, they should be co-designed with and delivered by individuals who possess personal experience with the criminal justice system, have lived experience with SUD or co-occurring substance use and mental health disorders, and are in active recovery status.

Evidence-based drug testing protocols:

- Implement evidence-based drug testing protocols that support treatment engagement while maintaining accountability. Testing must be clinically informed.
- Distinguish between prescribed medication use and illicit substance use.
- Understand test results for participants on MOUD.

Family Engagement:

- All programs must provide family engagement opportunities, which may include parenting classes, fatherhood programming, family-centered therapy, and relational-based therapeutic interventions.

Infectious Disease Screening:

- As medically necessary, conduct on-site or by referral prevention education, screening and testing for infectious diseases associated with SUD, including HIV, Hepatitis A (HAV), Hepatitis B (HBV), and Hepatitis C (HCV) viruses, bacterial Sexually Transmitted Infections (STIs), including gonorrhea, chlamydia, and syphilis and latent tuberculosis infection (LTBI) following clinical guidelines.
    - For people who test positive for HIV, HBV, HCV, STIs, and/or LTBI, you must provide or refer and confirm linkage to treatment services. (See **Funding Restrictions and Limitations** section below for information about the purchase of medication to treat infectious diseases.)
    - For people who test negative for HIV but are at increased risk of getting HIV, provide education and referral as necessary to Pre-Exposure Prophylaxis (PrEP) and Post-Exposure Prophylaxis (PEP) as necessary.

Training Requirements:

- Drug court judges and core team members must participate in ongoing education on evidence-based addiction treatment, medications for SUD (including training on FDA-approved medications for opioid and alcohol use disorders), and trauma-informed court practices. Training and technical assistance opportunities will be available to recipients to ensure evidence-based practices are fully implemented.

Additional Requirements for Family Treatment Drug Courts (FTDC):

- **Family Preservation Services -** FTDC recipients have additional obligations related to family preservation and must provide specialized services, including family counseling and family-focused recovery support services

- **Community Collaboration -** FTDC recipients must establish partnerships with trained community organizations capable of delivering comprehensive services to families. Essential partnerships include:
    - Child welfare agencies (serving as referral sources)
    - Organizations addressing children's developmental, educational, and behavioral health needs
- These collaborative relationships ensure that programs can address the complex, interconnected needs of families affected by substance use disorders while working toward family reunification and stability.

We expect drug court recipients to serve a minimum of 45 clients per year (a minimum of 40 clients per year for FTDCs) if the full annual award amount is requested. If you are proposing to serve fewer than the minimum number of clients per year:

- You must provide a justification in **Section B: Proposed Implementation Approach** that details why you cannot meet the minimum expectation, and
- Should consider applying for less than the maximum award amount of up to $400,000 per year. You must apply only for the award amount you can reasonably expend based on the activities proposed in your application, including the number of clients you propose to serve annually.

Operational Drug Courts:

- Funds must be used to expand access to treatment services for SUD and/or co-occurring substance use and mental disorders in existing ATDCs, FTDCs, or Adult Tribal Healing to Wellness Courts. This program is not intended to provide start-up funds to create new ATDCs, FTDCs, or Adult Tribal Healing to Wellness Courts.
- Eligible drug courts must be operational on or before April 1, 2026.
- "Operational" is defined as having a set of cases and seeing clients in the drug court. By signing the cover page (SF-424) of the application, the authorized representative of the applicant organization is certifying that the treatment drug court(s) is operational, as defined above, on or before April 1, 2026.

Allowable Activities

Allowable activities are **not** required. However, your organization may propose to use funds for the following activities:

- Develop and implement tobacco cessation programs and activities.
- Provide sober/recovery housing consistent with **SAMHSA's Best Practices for Recovery Housing**.
    - Sober/recovery housing must allow for U.S. Food and Drug Administration-approved medications, including MOUD and/or MAUD.

- Identify and respond to the housing needs of individuals and families served by the program who are at risk of homelessness or are currently homeless.
    - This could include an assessment of homelessness risk, housing status, and eligibility for federal housing programs, and collaboration with homeless services organizations and housing providers, including referral partnerships with public housing agencies and coordination with local homeless systems.
- Provide Hepatitis A and Hepatitis B vaccinations as medically necessary.
- Provide training to the behavioral health workforce on evidence-based psychiatric medication management, including safe tapering, deprescribing practices, and the review of polypharmacy.
    - This training should include strategies to support shared decision-making by ensuring patients and their families are fully informed of the risks and benefits of psychiatric medications at initiation, maintenance, and discontinuation.
    - Training must also ensure providers educate individuals about and facilitate access to appropriate evidence-based non-pharmacological interventions, including dietary modification, lifestyle changes, and psychotherapy.

Capacity Building:
Capacity building involves strengthening the ability of an organization to meet identified goals so that it can sustain or improve the delivery of services. Capacity-building activities may include, but are not limited to:

- training, education, and technical assistance,
- expansion of partnerships, and
- the development of program materials.

Applicants may implement capacity-building activities to provide or expand direct services or improve their effectiveness. In B.2 of the Project Narrative, if applicants choose to include capacity building activities, you must describe the use of funds for these activities, such as:

- Developing partnerships with other providers for service delivery and stakeholders serving the population(s) of focus.
- Training/workforce development to help project staff gain skills necessary to utilize new computer system/management information system/electronic health records, etc. funded through this service award.
- Training/workforce development to help your staff or other providers in the community identify mental health or substance use issues.

Eligibility

Eligible Applicants

Eligible applicants are:

- States and territories (Guam, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, American Samoa, the Federated States of Micronesia, the Republic of the Marshall Islands, and the Republic of Palau), including the District of Columbia;
- Political subdivisions of states;
- Indian Tribes and Tribal organizations (as such terms are defined in **Section 5304 of Title 25**);
- Treatment Drug Courts;
- Health facilities, or programs operated by or in accordance with a contract or award with the Indian Health Service; and
- Other public or private nonprofit organizations, including faith-based organizations.

  (NOTE: If you are a nonprofit organization, you must provide documentation of your nonprofit status in **Attachment 8** of your application.)

Recipients who received funding in FY 2022, FY 2023 or FY 2024 under Grants to Expand Substance Abuse Treatment Capacity in Adult and Family Treatment Drug Courts (TI-22-010, TI-23-007, TI-24-004) are not eligible to apply for this funding opportunity.

It is allowable to apply on behalf of one or more drug courts (ATDC, Adult Tribal Healing to Wellness Courts, or FTDC) either through a single application or several applications. When an eligible entity applies on behalf of multiple drug courts, the applicant is the award recipient and the entity responsible for satisfying the grant requirements.

Note: Ten (10) additional points will be awarded to applicants that are drug courts or the government entity applying on behalf of the drug court(s) (e.g., state, county, or local government), due to the ability of drug courts and judges to directly manage grant funding and services to participants.

When the applicant is not a drug court, or the government entity applying on behalf of the drug court (e.g., state, county, or local government), the applicant **must** submit an MOU with the drug court(s) that addresses the MOU requirements listed on **Attachment 12**.

For general information on eligibility for federal awards, see the **Grants.gov website**. For specific eligibility questions, see **Agency Contacts**.

Cost Sharing

Cost sharing/match is not required for this program.

Data Collection, Performance Measurement, and Performance Assessment

You must collect and report data and document your plan for data collection and reporting in **Section E** of your Project Narrative.

You must report *client-level* data in SAMHSA's Performance Accountability and Reporting System (**SPARS**) using SAMHSA's performance measurement tool. The tool collects self-reported survey data from program participants and grantee-reported administrative data about the services provided. You can visit **SAMHSA's Performance Measures** webpage to view the performance measurement tool. Data must be entered in SPARS no later than 30 days after collection and must be collected at the following points:

1. Intake to SAMHSA-funded services.
2. Six-months post-intake (reassessment) for active clients.
3. 12-months post-intake and annually thereafter for active clients.
4. Administrative closeout from SAMHSA-funded services.

You must collect and report selected indicators on a quarterly basis. The data collection and reporting tool and related guidance will be provided post-award. The following grantee-level indicators have been selected for this project:

1. Outreach
2. Training and Workforce Development
3. Outcomes

You will receive training and technical assistance on SPARS after award.

The data you collect allows SAMHSA to report on key outcome measures. Performance data may be reported to the public.

Performance Assessment

Discretionary awards should include clear benchmarks/objectives for measuring success and progress towards relevant goals. Recipients are required to submit programmatic progress reports that demonstrate if you are meeting the objectives you selected for this project and achieving the outcomes you anticipated, and if any changes need to be made. You must review your performance data to find out if you are making progress and improving project management. Refer to **Reporting Requirements** for information on submitting these reports.

For more information on completing this section, see **Developing Goals and Measurable Objectives** and **Developing the Plan for Data Collection and Performance Measurement**.

Using Evidence-Based and Evidence-Informed Practices

SAMHSA funds are used to provide services or practices that are proven to be evidence based and are appropriate for the individuals to be served by the project. In **Section C** of the Project Narrative, you must identify the evidence-based practice (EBP) and/or evidence-informed practice (EIP) that will be used. For more information, see the **Grants Glossary.**

If an EBP(s) exists for the individuals to be served and types of problems or disorders being addressed, it is expected you will use the available EBP(s). If an EBP does not exist but there are evidence-informed practices that are appropriate, you may implement these interventions. In **C.3**, you must discuss how you will ensure the fidelity of the practice(s) you will implement.

You can visit SAMHSA's **Evidence-Based Practices Resource Center** to identify the appropriate practices for mental illness and substance use prevention, treatment, and recovery support that can be used in your project.

SAMHSA Strategic Priorities and Other Expectations

When developing your project, you must consider **SAMHSA's Strategic Priorities**, which includes recovery, a commitment to innovation, data, gold-standard science, and access to high quality services for all, which align with the Administration's **Make America Healthy Again** Initiative. In addition, there are other expectations included in *Section I* in the *Application Guide* that you must consider as you design your project.

As a part of the project funded under this NOFO, the recipient is required to adhere to the following principles where consistent with the authority and scope of the award and its activities:

1. **Evidence-Based and Outcome-Focused Practices:** Design and deliver services using evidence-based or evidence-informed approaches grounded in gold-standard science, establish measurable performance goals, and use data to monitor outcomes and drive continuous improvement and accountability.
2. **Program Integrity and Fiscal Stewardship:** Administer funds in accordance with all applicable federal statutes, regulations, and award conditions; maintain strong internal controls; and ensure the efficient and effective use of taxpayer dollars while preventing waste, fraud, and abuse.
3. **Partnership and Coordination:** Consistent with program purpose and authorization, coordinate with law enforcement, juvenile and criminal justice systems, civil courts and civil commitment systems (including Assisted Outpatient Treatment programs where

available and in alignment with state law), crisis services (including the 988 Crisis and Suicide Lifeline), and state, tribal, territorial, local, and community partners, as appropriate, to engage individuals in prevention activities, treatment, and support while tailoring services to meet community needs.

In addition, the recipient should advance the following objectives in programs that are authorized to advance them:

4. **Recovery, Sobriety, and Self-Sufficiency:** Provide support and treatment to help individuals achieve long-term recovery, sobriety, independence, and improved functionality in work-life responsibilities.
5. **Response to Emerging Threats:** Identify and respond to emerging behavioral health threats in the communities served, using timely data to inform tailored, localized solutions.

The recipient must demonstrate ongoing compliance with these principles and objectives, in all programs that are authorized to advance them, through program design, implementation, reporting, and evaluation. Failure to meaningfully align funded activities with the applicable requirements may result in corrective action, additional reporting requirements, or other enforcement actions consistent with federal grant regulations found at 2 C.F.R. Part 200 and the terms and conditions of this award.

As referenced in **SAMHSA's Dear Colleague Letter** on MAT, if your proposed project funds MAT/MOUD, this funding should be used to provide comprehensive treatment and recovery support services rather than medication-only models for opioid use disorder. Services should include medications, where clinically indicated, in conjunction with psychosocial and other treatment and recovery support services. Funding can also be used to support individualized tapering and discontinuation of medications when clinically indicated.

Upon achieving stability in treatment and building sufficient recovery support, *and at least annually*, clinicians should engage in a discussion with patients to assess treatment and recovery goals and the continued use of medications. Continuation should be evaluated on an individual basis, taking into consideration progress toward treatment goals, stability in treatment, recovery capital, and patient preference.

When a shared decision to discontinue medication is made, discontinuation should be a gradual process with intensified support and monitoring to guard against resumption of drug use and done in the context of ongoing comprehensive care.

Recipient Meetings and Technical Assistance

You are expected to participate in SAMHSA technical assistance activities as directed by SAMHSA.

We plan to hold grant meetings (may be virtual or in-person), which require the participation of key personnel for the grant (Project Director). You will be given more information about these meetings at a future date. If in-person meetings are scheduled, budget revisions will be permitted.

Funding Restrictions and Limitations

The following are funding restrictions for this project:

- Food is an allowable expense [1] in conjunction with mental and/or substance use disorder treatment services. The amount cannot be more than $10.00 per client per day.
- Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 3729(b)(4).
- Capitalizable infrastructure, such as computer systems or software, is recoverable as depreciation through an approved negotiated indirect cost rate or 15 percent de minimis rate in accordance with your organization's existing capitalization/amortization policies.
- Sober/Recovery housing is an allowable cost. However, funds may not be used to pay for non-recovery housing, housing application fees, or housing security deposits.
- Discretionary awards shall not be used to fund, promote, encourage, subsidize, or facilitate:
    - racial preferences or other forms of racial discrimination by the recipient, including activities where race or intentional proxies for race will be used as a selection criterion for employment or program participation;
    - denial by the recipient of the sex binary in humans, or the belief that sex is a chosen or mutable characteristic;
    - illegal immigration; or
    - any other initiatives that compromise public safety.
- Discretionary awards must not support harm reduction as outlined in **SAMHSA's Dear Colleague Letter** on harm reduction.
- Discretionary awards must not support "housing first" policies that fail to ensure accountability and fail to promote treatment, recovery, and self-sufficiency.
- Grant funds may not be used to purchase:
    - Medications to treat HIV, HBV, HCV, or tuberculosis.
    - Pre-Exposure Prophylaxis (PrEP) and Post-Exposure Prophylaxis (PEP) for HIV.

[1] Appropriated funds can be used for an expenditure that bears a logical relationship to the specific program, makes a direct contribution, and be reasonably necessary to accomplish specific program outcomes established in the grant award or cooperative agreement. The expenditure cannot be justified merely because of some social purpose and must be more than merely desirable or even important. The expenditure must neither be prohibited by law nor provided for through other appropriated funding.

You must also comply with SAMHSA's Standards for Financial Management, Standard Funding Restrictions and Principles in ***Section G*** in the *Application Guide*.

All activities proposed in your application and budget narrative must align with applicable law, including but not limited to statutes, executive orders, federal regulations and applicable judicial holdings. Applications must also align with SAMHSA's Strategic Priorities. If an application does not align, the application will not receive funding to the extent permitted by law and applicable court orders.

Other Requirements

Evidence of Experience and Credentials

SAMHSA trusts that only existing, experienced, and appropriately credentialed organizations with an established record of service delivery and expertise are able to provide the required services quickly and effectively. All required activities must be provided by you directly, by subrecipients, or through referrals to partnering agencies.

In **Attachment 1,** you must submit Letter(s) of Commitment (LOC) to show that you can meet the following three service provision requirements:

1. The services provider for substance use disorder treatment, substance use prevention, mental health, recovery support, or behavioral health – which includes both mental health and substance use services must be involved in the project. The provider may be your organization, or another organization committed to the project as demonstrated by an LOC that states their commitment to that service provision.

2. Each mental health/substance use disorder prevention, treatment, or recovery support provider organization (which may include the applicant and any partners) must have at least two years of experience (as of the due date of the application) providing relevant services. Official documents (such as licensure or certification) must show that the organization has provided relevant services for the last two years.

3. Each service provider must be in compliance with all applicable local (city or county) and state licensing, accreditation, and certification requirements, as of the due date of the application.

The above requirements apply to all service provider organizations. An individual's license cannot be used. Tribes and tribal organization mental health/substance use disorder prevention, treatment, recovery support providers must follow all applicable tribal licensing, accreditation, and certification requirements, as of the due date of the application.

This is not a screen-out criterion. Following the review of your application, you may be requested to submit additional documentation or verify that the documentation submitted is

complete. **Your application will not be considered for an award if the requested information is not received by the due date.**

Step 2: Get Ready to Apply

Get Registered

SAM.gov

You must have an active account with SAM.gov to apply. SAM.gov registration can take several weeks. Begin that process today.

To register:

- Go to SAM.gov Entity Registration and select Get Started. From the same page, you can also select the Entity Registration Checklist for the information you will need to register.
- You must agree to the financial assistance general certifications and representations specifically. Those for contracts are different.

When you register, you will also receive your required Unique Entity Identifier (UEI).

Once you register:

- You will have to maintain your registration throughout the life of any award.
- If your organization has multiple UEIs, use the one associated with your physical location.

Grants.gov

You must also have an active account with **Grants.gov**. You can see step-by-step instructions in the Grants.gov **Quick Start Guide for Applicants**.

eRA Commons

You must register in **eRA Commons**. Register at least six weeks before the application deadline.

See guidance at **eRA Help and Tutorials** and in ***Section A*** of the *Application Guide.*

Find the Application Package

The application package has all the forms you need to apply. You can find it online. Go to **Search Grants at Grants.gov** or **eRA ASSIST** and search for opportunity number: TI-26-015.

If you can't use Grants.gov to download application materials, you may request them from **dgr.applications@samhsa.hhs.gov.**

Step 3: Build Your Application

Application checklist

Make sure that you have everything you need to apply:

Narratives

Component	Form to use	Page limit
☐ Project abstract	Project Abstract Summary Form	1 page
☐ Project narrative	Project Narrative Attachment Form	10 pages
☐ Budget narrative	Budget Narrative Attachment Form	None

Attachments

Insert each in the Other Attachments form (Grants.gov) or Other Narratives Attachment form (eRA ASSIST) in this order.

Component	Page limit
☐ 1. Letters of commitment, if applicable	None
☐ 2. Data collection instruments and interview Protocols	None
☐ 3. Sample consent forms	None
☐ 4. Project timeline	2 pages
☐ 5. Biographical sketches and position descriptions	Biographical sketches – 2 pages each Position descriptions – 1 page each
☐ 6. Confidentiality and SAMHSA Participant Protection	None
☐ 7. Letter to the State Point of Contact	None
☐ 8. Documentation of nonprofit status	None
☐ 9. Negotiated Indirect Cost Rate Agreement (NICRA), if applicable	None
☐ 10. Statement of Certification - Judicial Letter of Commitment/Certification	None
☐ 11. Charitable Choice Form	None

☐ 12. Required MOU for Non-Drug Courts, if applicable	None
☐ 13. Certification of Applicant Drug Court Status, if applicable	None

Other required forms

Use each required form in Grants.gov or eRA.

Component	Page limit
☐ Application for Federal Assistance (SF-424)	None
☐ Budget Information for Non-Construction Programs (SF-424A)	None
☐ Assurances for Non-Construction Programs (SF-424B)	None
☐ Project/Performance Site Location(s)	None
☐ Grants.gov Lobbying Form	None

Application Contents and Format

This section includes guidance on each item found in the application checklist.

The following links contain information on:

- **Formatting instructions and information on system validation requirements**
- **Completing forms and required components** (*Section A* in the *Application Guide*)

Project Abstract

Page limit: 1 page

Your project abstract should include:

- The project name,
- The geographic area served,
- The population size in the service area and number of people to be served annually and throughout the lifetime of the project,
- The age range and distribution of the population planned to be served,
- The clinical characteristics (diagnoses, service needs, etc.) of the population planned to be served,
- Strategies and interventions that will be implemented through the grant,
- Project goals, and

- Measurable objectives (whenever possible, focus on objectives that relate to **SAMHSA's Strategic Priorities**).

In the first five or fewer lines of your abstract, write a summary of your project that can be used in publications, reports to Congress, and press releases, if you are funded.

Project Narrative

Page limit: 10 pages

Filename: Project narrative

In developing your Project Narrative:

- Provide a detailed response to the **merit review criteria.**
- Follow the **required formatting instructions**.
- Stay within the page limit or we will not review your application. We recommend page limits for the subsections, but they are for guidance only. You may place citations in an attachment, which does not count in the 10-page limit.

Budget Narrative

Page limit: none

Filename: BNF

The budget narrative supports the information you provide in Standard Form 424-A. See **Other Required Forms.**

It includes added detail and justifies the costs you ask for. As you develop your budget, consider:

- If the costs are reasonable and consistent with your project's purpose and activities.
- The restrictions on spending funds. See **funding limitations**.

To create your budget narrative, see detailed instructions and a template in ***Section F*** in the *Application Guide*.

Attachments

You will upload attachments in Grants.gov using the **Other Attachments form** or in eRA ASSIST using the **Other Narratives Attachment form**.

Use only the following attachments listed. If your application includes any attachments not required in this document, they will be disregarded.

Do not use attachments to extend or replace any of the sections of the Project Narrative. Reviewers will not consider them if you do.

Name the attachments: Attachment 1, Attachment 2, and so on.

Attachment 1: Letter(s) of Commitment (LOC)/Service Providers/Evidence of Experience and Credentials

- Identification of at least one experienced, credentialed mental health treatment, substance use prevention, substance use disorder treatment, or recovery support provider organization.
- A list of all direct service provider organizations that will partner in the project, including the applicant agency if it is a service provider organization.
- LOCs from these direct service provider organizations. **Do not include any letters of support. Reviewers will not consider them.** A letter of support describes general support of the project, while an LOC outlines the specific contributions an organization will make in the project.
- Statement of Certification: You must provide a written statement certifying that all partnering service provider organizations listed in this application meet the two-year experience requirement and applicable licensing, accreditation, and certification requirements.

Attachment 2: Data Collection Instruments and/or Interview Protocols

If you are using standardized data collection instruments or interview protocols, you do not need to include these in your application. Instead, provide a web link to the appropriate instrument or protocol.

If the data collection instrument or interview protocol is not standardized, include a copy in Attachment 2.

Attachment 3: Sample Consent Forms

As appropriate, submit sample consent forms that provide for:

- Informed consent for participation in service intervention
- Informed consent for participation in the data collection component of the project
- Informed consent for the exchange (release or request) of confidential information

Attachment 4: Project Timeline

Page limit: 2 pages

This attachment is scored by reviewers. Provide a chart or graph depicting a realistic timeline for the entire 5 years of the project period. Show dates, key activities, and responsible staff. The key activities must include the requirements outlined in **Required Activities**.

Attachment 5: Biographical Sketches and Position Descriptions

See **biographical sketches and position descriptions** for more information. Position descriptions should be no longer than one page each and biographical sketches should be no more than two pages.

Attachment 6: Confidentiality and SAMHSA Participant Protection and Human Subjects

See ***Section C*** in the *Application Guide* for full information about how to complete this required attachment.

Attachment 7: Letter to the State Point of Contact

Review information on **Intergovernmental Review** and in ***Section J*** in the *Application Guide* for detailed information on E.O. 12372 requirements to determine if this applies.

Attachment 8: Documentation of Nonprofit Status

All private nonprofit organizations: you must submit proof of nonprofit status in your application. Any of the following is acceptable evidence of nonprofit status:

- A reference to the applicant organization's listing in the Internal Revenue Service's (IRS) most recent list of tax-exempt organizations, as described in Section 501(c)(3) of the IRS Code.
- A copy of a current and valid IRS tax exemption certificate.
- A statement from a state taxing body, state attorney general, or other appropriate state official certifying the applicant organization has nonprofit status.
- A certified copy of the applicant organization's certificate of incorporation or similar document that establishes nonprofit status.
- Any of the above proof for a state or national parent organization **and** a statement signed by the parent organization that the applicant organization is a local nonprofit affiliate.

Attachment 9: Negotiated Indirect Cost Rate Agreement (NICRA)

If you have a NICRA, the document must be submitted.

Attachment 10: Statement of Certification - Judicial Letter of Commitment/Certification

You **must** provide letters of commitment from each partnering/collaborating ATDC, Adult Tribal Healing to Wellness Courts, and/or FTDC judge(s), stating they intend to meet the award requirements, including reporting requirements and the use of medications for SUDs.

The letters must specify that the drug court judge(s) will not:

- deny any appropriate and eligible client for the adult treatment drug court access to the program because of their use of FDA-approved medications to treat an SUD that was appropriately authorized through prescription by a licensed practitioner; and

- mandate that a drug court client no longer take medications as part of the conditions of the drug court, if such a mandate is inconsistent with a practitioner's recommendation or prescription.

Attachment 11: Form SMA 170 – Assurance of Compliance with SAMHSA Charitable Choice Statutes and Regulations.

You must complete Form **SMA 170** if your project is providing substance use prevention or treatment services.

Attachment 12: Required Memorandum of Understanding (MOU) for Non-Drug Court Applicants, if applicable

When the applicant is not a drug court, or the government entity applying on behalf of the drug court (e.g., state, county, or local government), the applicant **must** submit an MOU with the drug court(s) that addresses the MOU requirements listed below.

- If the MOU does not fully address each required MOU **component outlined below, the application will be screened out and not be reviewed.**
- The MOU with the drug court(s) is required to be signed by the applicant, the Drug Court Administrator, and judge(s) and:
    - Describes how the applicant will coordinate directly with the drug court(s) for which funding is being sought and clearly delineate the authority, responsibility, and roles of court staff and grant recipient staff for implementing the program goals and objectives, especially related to delivery of SUD treatment and recovery support services.
    - Reflects an agreement that the applicant will serve as the fiscal agent.
    - Describes how the applicant and the drug court(s) will partner to ensure the collection of required performance data.
    - Describes the roles and responsibilities of the Project Director, including:
        - That the Project Director is an active member of the drug court team. The minimum 0.20 level of effort of a FTE position dedicated to the grant program may be paid by the court (in-kind) or through contract with the grant recipient.
        - Confirmation that the Project Director meets the requirements outlined under Key Personnel.
    - Addresses the overall objectives of the drug court program and affirms commitment to the implementation of the evidence-based program principles included in the National Association of Drug Court Professionals (NADCP) key components and drug court best practice standards.
    - Demonstrates that the drug court(s) has/have sufficient referral sources for participants for the drug court(s) that meet the outlined client requirements so the applicant can meet the identified client target numbers.

Attachment 13: Certification of Applicant Drug Court Status, if applicable

A letter certifying the applicant is either the drug court or the government entity applying on behalf of the drug court (e.g., state, county, or local government) is acceptable as documentation for the application. The letter must be submitted by drug court judge(s) and/or administrator(s).

Other Required Forms

You will need to complete some standard forms. Upload the following standard forms as listed on Grants.gov. You can find them in the NOFO **Application Package** or review them and their instructions at **Grants.gov Forms**.

Forms	Submission Requirement
Application for Federal Assistance (SF-424)	With application
Budget Information for Non-Construction Programs (SF-424A)	With application
Assurances for Non-Construction Programs (SF-424B)	With application
Project/Performance Site Location(s) Form	With application
Grants.gov Lobbying Form	With application

- **SF-424** – Fill out all sections of the SF-424.
  - In **Line 4** (Applicant Identifier), enter the eRA Commons Username of the Project Director (PD)/Principal Investigator (PI).
  - In **Line 8b** (Employer/Taxpayer Identification Number (EIN/TIN)), enter the recipient organization's **12-character EIN and suffix** as registered with the Payment Management System (PMS), if applicable. If not registered in PMS, enter the recipient organization's EIN.
  - In **Line 8f**, enter the name and contact information of the PD identified in the budget and in Line 4 (eRA Commons Username).
  - In **Line 17** (Proposed Project Date), enter: a. Start Date: 09/30/2026; b. End Date: 09/29/2031.
  - **In Line 18** (Estimated Funding), enter the amount requested or to be contributed for the first budget/funding period only by each contributor.
  - **Line 21** is the Authorized Representative and should not be the same individual as the PD in Line 8f.

It is recommended you review the sample of a **completed SF-424**.

- **SF-424A BUDGET INFORMATION FORM –** Fill out all sections of the SF-424A using the instructions below. **The totals in Sections A, B, and D must match.**

  Section A – Budget Summary:
  - As cost sharing/match is **not required,** use the first row only (Line 1) to report the total federal funds (e) and non-federal funds (f) requested for the **first year** of your project only.

  Section B – Budget Categories:
  - As cost sharing/match is **not required,** use the first column only (Column 1) to report the budget category breakouts (Lines 6a through 6h) and indirect charges (Line 6j) for the total funding requested for the **first year** of your project only.

  Section C – Non-Federal Resources:
  - As cost sharing/match is **not required,** leave this section blank.

  Section D – Forecasted Cash Needs:
  - Enter the total funds requested, broken down by quarter, only for **Year 1** of the project period.
  - Use the first row for federal funds and the second row (Line 14) for **non-federal** funds.

  Section E – Budget Estimates of Federal Funds Needed for the Balance of the Project:
  - Enter the total funds requested for the out years (e.g., Year 2, Year 3, Year 4, and Year 5).

    (b) First column is the budget for the second budget period;
    (c) Second column is the budget for the third budget period;
    (d) Third column is the budget for the fourth budget period;
    (e) Fourth column is the budget for the fifth budget period.

    Use Line 16 for federal funds and Line 17 for non-federal funds.

See **Formatting Requirements** to review common errors in completing the SF-424 and the SF-424A. These errors will prevent your application from being successfully submitted.

It is highly recommended you use the Budget Template on the SAMHSA website. See the **Budget Template Users Guide** and the sample completed SF-424A forms at **Sample SF-424A (Match Not Required) | For additional information, see *Section F* in the *Application Guide* and Budget Related FAQs.**

Step 4: Learn About Review and Award

Application Review

Initial Review

We review each application to make sure it meets basic requirements. We will not consider an application that:

- Is from an organization that does not meet all eligibility criteria.
- Is submitted after the **deadline**.
- Exceeds the 10-page limit for the Project Narrative.

Merit Review

Project Narrative: Your Project Narrative describes the proposed project. Peer reviewers will assess your response to the criteria below. The following instructions should be considered as you develop the Project Narrative:

- The Project Narrative cannot be longer than 10 pages.

  There are up to five sections (Sections A–E) and you must use the section numbers and headings listed in the Evaluation Criteria (e.g., A.1, B.2) **before the response to each criterion.**
- Do not combine two or more criteria or refer to another section of the Project Narrative in your response.
- Reviewers will only consider information included in the appropriate numbered criterion.
- The number of points after each section heading is the maximum number of points a reviewer may give for that section.
- Unless required, cost-sharing will not be a factor in the review of your response to the criteria.

A: Population of focus and need statement (10 points – approximately 1 page)

1. Identify the individuals you will serve and the geographic catchment area where you will deliver services.

2. Describe the population you will serve in terms of age, sex (male/female), socioeconomic status, clinical characteristics, veteran status, and system involvement (e.g., criminal justice, social services, child welfare). Note: racial preferences or other forms of racial discrimination by the recipient, including activities where race or

intentional proxies for race will be used as a selection criterion for employment or program participation are prohibited. Also identify the populations served, and if the drug court will prioritize high-risk offenders as well.

3. Describe why there is a need for this project, including any service gaps and differences in access to or provision of services. Current prevalence rates or incidence data must be used to document the need. The data sources must be identified (e.g., **National Survey on Drug Use and Health (NSDUH)**). (Note: Citations may be included in an attachment and will not count towards the page limit.)

B: Proposed implementation approach (30 points – approximately 4 pages)

1. Describe the goals and measurable objectives of your proposed project. See **Developing Goals and Measurable Objectives**. They must align with the Statement of Need in A.3. Provide the following table:

Number of Unduplicated Individuals to be Served with Award Funds					
Year 1	Year 2	Year 3	Year 4	Year 5	Total

2. Describe how you will implement all the **required activities** and selected allowable activities.
3. Describe how your proposed implementation approach will address **SAMHSA's Strategic Priorities**.
4. In **Attachment 4**, provide no more than a two-page chart or graph depicting a realistic timeline for the entire 5 years of the program. It must include dates, key activities that must also include required activities, and responsible staff. Indicate when service delivery will begin. The timeline does not count towards the page limit for the Program Narrative.

C: Proposed evidence-based practice (EBP) and/or evidence-informed practice (EIP) (25 points – approximately 2 pages)

1. Identify the EBP(s) and/or EIP(s) that you will use. Discuss how each intervention chosen is appropriate for the individuals you will serve.

2. Describe any modification(s) you will make to the EBP(s) and/or EIP(s) and the reasons the modification(s) are necessary. If you are not proposing to make any modification(s), indicate so in your response.

3. Describe how you will ensure the fidelity of the selected practice(s) that will be implemented. For more information about monitoring fidelity, see **Fidelity Monitoring Tip Sheet**.

D: Organizational experience and staffing (Up to 20 points – approximately 2 pages)
Note: Ten (10) points will be awarded to applicants that are drug courts or the government entity applying on behalf of the drug court(s) (e.g., state, county, or local government).

To receive the 10 points, applicants must document in **Attachment 13 – Certification of Applicant Drug Court Status** that they are a drug court or the government entity applying on behalf of the drug court (e.g., state, county, or local government). **ALL OTHER APPLICANTS CAN ONLY OBTAIN A MAXIMUM OF 10 POINTS FOR THIS SECTION.**

1. Describe your organization's experience with similar projects and/or providing services to the population(s) of focus.

2. Identify any organization(s) you will partner with. For each, include a description of their experience providing services to the individuals you plan to serve and their specific roles and responsibilities for this project. [NOTE: LOCs from each partnering organization must be included in **Attachment 1**].

3. Provide a complete list of all significant staff positions for the project, including the key personnel (Project Director). For each, describe their:
    - Role;
    - Level of effort (LOE), stated as a percentage of employment (e.g., 1.0 FTE = full-time)
    - Qualifications, including their experience providing services to the individuals to be served.

E: Data collection and performance measurement (15 points – approximately 1 page)

1. Describe how you will collect the performance measures and measurable objectives data for this project, which will measure the success and progress towards your goals

2. Describe how you will use the data to manage, monitor, and enhance the program (see **Developing the Plan for Data Collection and Performance Measurement**).

Risk Review

Before making an award, we review the risk that you will not prudently manage federal funds. We need to make sure you have handled any past federal awards well and demonstrated sound business practices.

We use SAM.gov **Responsibility/Qualification** to check this history for all awards likely to be over $250,000.

You can comment on your organization's information in SAM.gov. We will consider your comments before making a decision about your level of risk.

If we find a significant risk, we may choose not to fund your application or to place specific conditions on the award.

For more details, see **2 CFR Part 200**.

Review and Selection Process

When making funding decisions, we consider:

- Peer review results. Reviewers evaluate an application's scientific/technical aspects through the merit review process, which is an evaluation of the merits of the submitted application(s) based on the criteria/guidelines provided in the NOFO. The results of that merit review are advisory in nature only. Program offices and approving officials make final determinations for funding.
- Alignment with agency priorities. Before final funding decisions are made, applications will be reviewed for consistency with applicable laws and alignment with **SAMHSA's Strategic Priorities**. To the extent permitted by law and applicable court orders, applications that do not align with SAMHSA Strategic Priorities will not receive funding.

The program office and approving official make the final determination for funding. Decisions may be based on the following:

- When the individual award is over $250,000, approval by the Center for Substance Abuse Treatment National Advisory Council.
- Availability of funds.
- Submission of any required documentation that must be received prior to making an award.
- **Recipients who received funding in FY 2022, FY 2023 or FY 2024 under Grants to Expand Substance Abuse Treatment Capacity in Adult and Family Treatment Drug Courts (TI-22-010, TI-23-007, TI-24-004) are not eligible to apply for this funding opportunity.**
- At least 1 award will be made to Adult Tribal Healing to Wellness Courts, and at least 3 awards will be made to FTDCs, pending sufficient application volume.
- Ten (10) points will be awarded to applicants that are drug courts or the government entity applying on behalf of the drug court(s) (e.g., state, county, or local government).

- To receive the 10 points, applicants must document in **Attachment 13 – Certification of Applicant Drug Court Status** that they are a drug court or the government entity applying on behalf of the drug court (e.g., state, county, or local government).

Other principles that may be considered in funding decisions include:

- Preference for discretionary awards should be given to institutions with lower indirect cost rates.
- Discretionary grants should be given to a broad range of recipients rather than to a select group of repeat players. Grants should be awarded to a mix of recipients likely to produce immediately demonstrable results and recipients with the potential for potentially longer-term, breakthrough results, in a manner consistent with the funding opportunity announcement.
- To the extent institutional affiliation is considered in making discretionary awards, agencies should prioritize an institution's commitment to rigorous, reproducible scholarship over its historical reputation or perceived prestige. As to science grants, agencies should prioritize institutions that have demonstrated success in implementing Gold Standard Science.

Award Notices

You will receive an email from eRA Commons that describes how you can access the application review results, including the application score. If your application is approved for funding, a **Notice of Award (NoA)** will be emailed to: (1) the Signing Official identified on page 3 of the SF-424 (Authorized Representative section); and (2) the Project Director identified on page 1 of the SF-424 (8f).

If your application is not funded, an email will be sent to you from eRA Commons. This email will include a summary of the peer reviewer comments and scores. It may take up to four months from the program's award date for this information to be sent to you.

The NoA is the only document that authorizes recipients to receive federal funding for a project.

Step 5: Submit Your Application

Submission Requirements and Deadlines

Go to **Find the Application Package** to make sure you have everything you need.

Make sure you are current with SAM.gov and UEI requirements. See **Get Registered**.

You must maintain your registration throughout the life of any award.

Deadlines

Application

Due on July 16, 2026.

IMPORTANT NOTE: SAMHSA will accept and review only the first 50 complete, successfully submitted, and high-quality applications received via eRA. Once this threshold is met, the submission portal will close, and no further applications will be considered.

- For electronic submissions, the due time is 11:59 p.m. ET.
- If you receive an exemption from electronic submission, the due time is 4:30 p.m. ET. See exemptions for paper applications (3.2) in ***Section A*** in the *Application Guide*.
- When your application is submitted, it must pass validation checks for both Grants.gov and eRA. You will receive emails from both systems to either confirm the application successfully passed validation checks, or to notify you that there were errors that must be fixed before the application can be considered successfully submitted.
- If using the Grants.gov Workspace tool, use the Preview Grantor Validation feature in Grants.gov before submitting your application. Doing so will allow you to validate your application and review/fix all errors and warnings before submitting.
- It is strongly advised that organizations log into their eRA Commons account post submission to confirm submission status, as emails from each system could be placed in a recipient's junk mail folder and go unread.

Intergovernmental Review

You will need to submit application information for intergovernmental review under **Executive Order 12372**. Under this order, states may design their own processes for obtaining, reviewing, and commenting on some applications. For more information, see ***Section J*** in the *Application Guide*.

This requirement does not apply to states or American Indian and Alaska Native tribes or tribal organizations.

Step 6: Learn What Happens After Award

Post-award Requirements and Administration

Administrative and National Policy Requirements

There are important rules you need to know if you get an award. You must follow:

- All terms and conditions in the NoA. We incorporate this NOFO by reference. You can see SAMHSA's **standard terms and conditions** on our website.
- The regulations at **2 CFR Part 200** — Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, modifications at 2 CFR 300, and any superseding regulations.
- The HHS **Grants Policy Statement** (GPS). Your NoA will reference this document. If there are any exceptions to the GPS, they'll be listed in your NoA.
- All federal statutes and regulations relevant to federal financial assistance, including those highlighted in **HHS Administrative and National Policy Requirements**. See ***Section H*** in the *Application Guide*.
- All anti-discrimination laws: By applying for or accepting federal funds from HHS, you certify compliance with all federal antidiscrimination laws and these requirements. Complying with those laws is a material condition of receiving federal funding streams. You are responsible for ensuring subrecipients, contractors, and partners also comply.
- SAMHSA grants must align with SAMHSA and presidential priorities and policies.
- SAMHSA may terminate an award in accordance with any of the conditions set forth in 2 CFR 200.340(a)(1)–(4), including when an award no longer effectuates program goals or agency priorities as provided in **2 CFR 200.340(a)(4)**.

Reporting Requirements

If funded, you will have to follow reporting requirements. The NOA will provide specific details.

The first year at six and twelve months – annually each budget period: Recipients are required to submit a semi-annual Programmatic Progress Reports at six months and at twelve months in Year 1, then an annual report in the subsequent years. The progress report at six months is due within 30 days of the end of the second quarter. The annual report is due within 90 days of the end of each budget period.

The **programmatic progress report** must discuss:

- Updates on key personnel, budget, or project changes (as applicable).

- Progress achieving goals and objectives and implementing evaluation activities;
- Progress implementing required activities, including accomplishments, challenges and barriers, and adjustments made to address these challenges; and
- Problems encountered serving the populations of focus and efforts to overcome them.

You must submit a Final Progress Report within 120 days after the end of the project period. This report must be cumulative and include all activities during the entire project period.

After receiving your grant award, you will be required to submit various financial reports to SAMHSA. Please see **SAMHSA Reporting Requirements**.

Memorandum

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

From: **Kristen Wilson, Grants Coordinator**

cc:

Date: **Tuesday, July 7, 2026**

Re: **Authorize submission of grant application to the Mississippi Arts Commission (MAC) FY27 Building Fund for the Arts.**
File Number: 2026-501
Minute Book #

Summary
FY27 Mississippi Arts Commission (MAC) Building Fund for the Arts

Recommendation Statement
I recommend authorizing submission of a grant application to the Mississippi Arts Commission (MAC) FY27 Building Fund for the Arts program to make repairs to the Rebekah Stark Johnson Community Arts Center. The grant has a minimum 40% match requirement.

Please place this on the July 7, 2026 City Council meeting for consideration.

FY27 Building Fund for the Arts

Mississippi Arts Commission

Building Fund for the Arts Grant Overview

The primary goal of BFA is to support the repair, renovation, expansion or construction of facilities that serve as sites for year-round arts programming in their communities.

The Letter of Intent (LOI) period is open July 1 - July 15, 2026 for projects (and expenses) taking place between November 1, 2026 and June 30, 2028.

LOI submissions will be reviewed by MAC staff, and eligible organizations will be invited to submit a full application. Full applications will be open July 28 - September 1, 2026.

Letter of Intent Questions

SAM.gov Unique Entity ID*

In the space provided below, please enter the active SAM.gov Unique Entity ID associated with your organization. An active UEI is required at the time of application submission in order for the application to be eligible.

For further assistance in obtaining or renewing a SAM.gov UEI, you can reach the SAM.gov help desk by calling 866-606-8220 to speak to a registration specialist.

If you have been experiencing delays in receiving a UEI, please reach out to MAC staff.

Character Limit: 12

Type of Organization*

In order to be considered for funding, applicants must be either a Mississippi-based 501(c)3 non-profit organization OR be a unit of local government or another county/municipal agency.

MAC considers an organization to be primarily arts-based if it has a mission and ongoing activities that are focused on arts development and presents performances, exhibitions, arts education programs, or other arts services to the public as its primary function.

County/municipal organizations that provide year round arts programming are also eligible to apply (example: a city, county board of supervisors, public school, etc.)

Is your organization a primarily arts-based organization or a county/municipal organization?

Choices

Arts-based organization

County/municipal organization

Other

Building Ownership*

In order to be funded through the Building Fund for the Arts program, the applying organization must be the owners of the building for which they are requesting funds, in a long-term lease (10+ years) with the building owners, or in the process of purchasing the property. You will be asked to provide documentation of the lease, and the sale of the property must be finalized by the application deadline.

Does your organization own the land/building relevant to the proposed project?

Choices

Yes, we own the building.
We are in a long-term (10+ years) lease for the space.
No, we do not own the building and do not have a long-term lease for the space.
Other

IRS 501(c)3 Determination Letter*

If you are a non-profit, please upload a legible pdf copy of your IRS 501(c)3 determination letter. MAC strongly recommends this letter is dated within the last ten years. To download or request an updated copy of your determination letter, visit: https://www.irs.gov/charities-non-profits/eo-operational-requirements-obtaining-copies-of-exemption…

If you are a municipality, write N/A in the text box.

Character Limit: 3 | File Size Limit: 2 MB

Current Property Deed*

Please upload a copy of the current property deed relevant to the proposed project.

File Size Limit: 3 MB

Organization Website*

Provide the URL for the website of the organization listed as the applicant for this grant proposal.

Character Limit: 2000

Total Project Budget*

Please enter the total expenses for your project.*

*If you are applying for a BFA grant for a multi-phase project, please enter the total project budget for the relevant phase only. Refer to MAC's cash match guidelines by clicking here.

Character Limit: 20

Amount Requested*

Indicate the dollar amount you are requesting in grant funding for this project. Applicants may request up to 60% of the total cost of the total project budget.

The minimum request is $25,000; the maximum request is $500,000.

Click here to view a sample breakdown of cash match and grant award totals.

Character Limit: 20

Matching Funds*

Do you have your matching funds on hand? Matching funds must be in cash (no in-kind or property donations) and make up a minimum of 40% of the total project cost.

You do not need to have matching funds on hand at the time of application, however, a fundraising plan will need to be provided in the application.

Choices

Yes
No

BFA Prior Funding*

Has your organization received prior funding through the Building Fund for the Arts program?

Choices

Yes
No
Unsure

Type of Project*

The primary goal of BFA is to support the repair, renovation, expansion or construction of facilities that serve as sites for year-round arts programming in their communities. MAC is focused on maximizing the impact of existing facilities through repair and expansion projects as well as increasing number of facilities that can serve as points of public access to the arts for Mississippi residents.

Identify the type of project that most applies to your situation.

Choices

Repair of existing facilities
Renovation of existing facilities
Expansion of existing facilities
Construction of new facilities

Facility Accessibility*

Does your project improve accessibility of the organization's facilities (ie. the current building, indoor or outdoor gathering areas, performance spaces, or classrooms)?

Choices

Yes
No

Project Start Date*

When will your project begin? Project Start Dates must take place between November 1, 2026 and June 30, 2028.

Please list a specific start date that your project will begin. *Expenditures for the project cannot be made before November 1, 2026.*

Character Limit: 10

Project End Date*

When will your project end? Your Project End Date must fall prior to June 30, 2028.

Please list the specific date that your project will end.

Please do NOT enter the entire grant period for your project (11/1/26-06/30/28), as you will be asked to contact MAC prior to being awarded to provide a more specific project timeline.

Character Limit: 10

Project Description*

Provide a brief description below of your proposed project. Include the name and description of the site, a summary of the type of work that will be done, and how the BFA grant funds would be spent.

Character Limit: 6000

County/Municipal Organizations

Arts Connection Explanation*

Describe below how your proposed project will help create opportunities for arts programming in your community. Please include information on any programming you are currently sponsoring, as well as the current partnerships that you have with local arts organizations or individual artists.

Character Limit: 3000

Building Ownership

Facility Context*

Describe your organization's relationship to the space and identify the owner of the facility.

Character Limit: 3000

Facility Owner*

Is the owner of the facility aware and in support of your proposal to alter the facility?

Choices

Yes
No

Facility Documentation*

Provide a signed lease agreement or other documentation that outlines your organization's rights and responsibilities within the facility.

File Size Limit: 5 MB

Type of Organization

Type of Organization Explanation*

You indicated that the applying organization is not an arts-based 501c3 nonprofit organization or a county/municipal organization.

Provide an overview of your organization below and how your proposed project will help create opportunities for arts programming in your community. Please include information on any arts programming you are currently sponsoring, as well as the current partnerships that you have with local arts organizations or individual artists.

Character Limit: 3000

Prior Funding

BFA Prior Funding*

Provide a brief explanation of what your organization accomplished and how your organization benefited from prior BFA funding.

Character Limit: 4000

Accessibility

Facility Accessibility: Description*

Briefly describe the elements of the project that will enhance the accessibility and/or improve the ADA compliance of your building and/or facilities.

Character Limit: 2000

Memorandum

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

From:

cc:

Date: **Tuesday, July 7, 2026**

Re: **Ratify and confirm the Mayor's re-appointment of Eric Steele to the Hattiesburg School Board for a five (5) year term beginning March 7, 2026, and ending March 6, 2031.**
File Number: 2026-557
Minute Book #

Summary

Recommendation Statement

Please place this on the July 7, 2026 City Council meeting for consideration.

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Hattiesburg School Board

TERM OF OFFICE: 5 Years PERIOD: 3/7/26 to 03/06/31

REPLACES: Re-Appointment

TERM EXPIRED: OR RESIGNED: LETTER ATTACHED

DOES THIS POSITION REQUIRE A PUBLIC OFFICIAL'S BOND? YES NO

NAME OF PROPOSED APPOINTEE: Eric Steele

PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN PARENTHESIS ( )

ADDRESS: 604 Dumas Avenue

HOME PHONE NUMBER: (404) 441-5074 WARD 5

PLACE OF EMPLOYEMENT

EMPLOYEEMENT ADDRESS:

EMPLOYEMENT PHONE NO.: POSITION

PERSON CONTACTED BY: Mayor Barker DATE:

TO BE CONTACTED BY: DATE:

AGREED TO SERVE: X DECLINED:

Memorandum

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

From: **Marybeth Bergin, Director of Transportation and Engineering**

cc:

Date: **Tuesday, July 7, 2026**

Re: **Ratification of an executed grant application submitted to the Federal Aviation Administration for the Airport Improvement Program.**
File Number: 2026-529
Minute Book #

Summary
This project is a master planning effort intended to support airport development over a 10-year planning horizon. The goal is to update the Airport Layout Plan (ALP) drawings and the accompanying Narrative Report to reflect current conditions and future improvements at the airport.

Recommendation Statement
I recommend approval of this item.

Please place this on the July 7, 2026 City Council meeting for consideration.

OMB Number: 2120-0569
Expiration Date: 12/31/2026

Application for Federal Assistance SF-424

*1. Type of Submission:	*2. Type of Application	* If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	
☒ Application	☐ Continuation	* Other (Specify)
☐ Changed/Corrected Application	☐ Revision	

*3. Date Received:	4. Applicant Identifier: HBG
5a. Federal Entity Identifier:	*5b. Federal Award Identifier:

State Use Only:

6. Date Received by **State**:	7. **State** Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: CIty of Hattiesburg

*b. Employer/Taxpayer Identification Number (EIN/TIN): 72-1389768	*c. UEI: N4XZJLJ9AVM1

d. Address:

*Street 1: 200 Forrest Street
Street 2:
*City: Hattiesburg
County/Parish: Forrest
*State: Province: MS
*Country: USA: United States
*Zip / Postal Code 39401-3451

e. Organizational Unit:

Department Name:	Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Ms. *First Name: Marybeth
Middle Name:
*Last Name: Bergin
Suffix:

Title: Director of Transportation & Engineering

Organizational Affiliation:
City of Hattiesburg / Hattiesburg Bobby L. Chain Municipal Airport

*Telephone Number: 769.299.7699 Fax Number:

*Email: mbergin@hattiesburgms.com

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

***11. Catalog of Federal Domestic Assistance Number:**

CFDA No: CFDA Title:

20.116 Airport Improvement Program (AIP)

***12. Funding Opportunity Number:**

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Hattiesburg, Forrest, MS

***15. Descriptive Title of Applicant's Project:**

This project is a master planning effort intended to support airport development over a 10-year planning horizon. The goal is to update the Airport Layout Plan (ALP) drawings and the accompanying Narrative Report to reflect current conditions and future improvements at the airport.

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: 004 *b. Program/Project: 004

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 09/01/2026 *b. End Date: 09/01/2028

18. Estimated Funding ($):

*a. Federal	$ 382,585
*b. Applicant	$ 10,068
*c. State	$ 10,068
*d. Local	$ 0
*e. Other	$ 0
*f. Program Income	$ 0
*g. TOTAL	$ 402,721

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____.

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**

☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: _____ *First Name: Toby

Middle Name: _____

*Last Name: Barker

Suffix: _____

*Title: Mayor

*Telephone Number: 601-545-4500 Fax Number:

* Email: mayor@hattiesburgms.com

*Signature of Authorized Representative: *Date Signed: 6/24/25

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Selection of Consultants
Airport Improvement Program Sponsor Certification

Sponsor: City of Hattiesburg, MS

Airport: Hattiesburg Bobby L. Chain Municipal Airport

Project Number: 3-28-0031-036-2026

Description of Work: This project is a master planning effort intended to support airport development over a 10-year planning horizon. The goal is to update the Airport Layout Plan (ALP) drawings and the accompanying Narrative Report to reflect current conditions and future improvements at the airport.

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

   ☒ Yes ☐ No ☐ N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

5. Sponsor has publicized or will publicize a RFQ that:

   a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and

   b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).

   ☒ Yes ☐ No ☐ N/A

6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).

   ☒ Yes ☐ No ☐ N/A

7. Sponsor has verified or will verify that agreements exceeding $25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).

   ☒ Yes ☐ No ☐ N/A

8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:

   a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and

   b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).

   ☒ Yes ☐ No ☐ N/A

9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).

   ☒ Yes ☐ No ☐ N/A

10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).

    ☒ Yes ☐ No ☐ N/A

11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).

    ☒ Yes ☐ No ☐ N/A

12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)

    ☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

    a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));

    b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and

    c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

    ☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of ,

Name of Sponsor: City of Hattiesburg, MS

Name of Sponsor's Authorized Official: Hon. Toby Barker

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Certification and Disclosure Regarding Potential Conflicts of Interest
Airport Improvement Program Sponsor Certification

Sponsor: City of Hattiesburg, MS

Airport: Hattiesburg Bobby L. Chain Municipal Airport

Project Number: 3-28-0031-036-2026

Description of Work: This project is a master planning effort intended to support airport development over a 10-year planning horizon. The goal is to update the Airport Layout Plan (ALP) drawings and the accompanying Narrative Report to reflect current conditions and future improvements at

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

a) The employee, officer or agent,

b) Any member of his immediate family,

c) His or her partner, or

d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

   ☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

   ☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

   ☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this day of , 2026 .

Name of Sponsor: City of Hattiesburg, MS

Name of Sponsor's Authorized Official: Hon. Toby Barker

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

OMB Number: 4040-0013
Expiration Date: 06/30/2028

CERTIFICATION REGARDING LOBBYING

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.

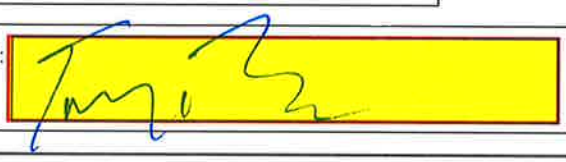
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," 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.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION	City of Hattiesburg, MS		
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE			
Prefix:	Mr.	* First Name: Toby	Middle Name:
* Last Name:	Barker	Suffix:	
* Title:	Mayor		
* SIGNATURE:		* DATE:	6/24/25

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Drug-Free Workplace
Airport Improvement Program Sponsor Certification

Sponsor: City of Hattiesburg, MS

Airport: Hattiesburg Bobby L. Chain Municipal Airport

Project Number: 3-28-0031-036-2026

Description of Work: This project is a master planning effort intended to support airport development over a 10-year planning horizon. The goal is to update the Airport Layout Plan (ALP) drawings and the accompanying Narrative Report to reflect current conditions and future improvements at

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

   ☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

   a. The dangers of drug abuse in the workplace;

   b. The sponsor's policy of maintaining a drug-free workplace;

   c. Any available drug counseling, rehabilitation, and employee assistance programs; and

   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

   ☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

   ☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

   a. Abide by the terms of the statement; and

   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

   ☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

   ☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

   a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and

   b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

   ☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

   ☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1
Name of Location: Hattiesburg Bobby L. Chain Municipal Airport
Address: 29 Academy Dr, Hattiesburg, MS 39401

Location 2 (if applicable)
Name of Location:
Address:

Location 3 (if applicable)
Name of Location:
Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , 2026 .

Name of Sponsor: City of Hattiesburg, MS

Name of Sponsor's Authorized Official: Hon. Toby Barker

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Memorandum

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

From: **Sylvester London, Division Manager**

cc: **Kermas Eaton, City Clerk**

Date: **Tuesday, July 7, 2026**

Re: **Acknowledge receipt of the Two-Quote Docket.**
File Number: 2026-538
Minute Book #

Summary

Acknowledge receipt of the unadvertised bid docket for the period of May 5, 2026 through June 26, 2026, covering purchases requiring the obtaining of a minimum of two (2) bids as defined in Section 31-71-13 (B) if the Mississippi Code.

Recommendation Statement

Attached is the unadvertised bid docket for the period of May 5, 2026 through June 26, 2026, covering purchases requiring the obtaining of a minimum of two (2) bids as defined in Section 31-7-13 (B) of the Mississippi Code.

This report is submitted for your review, approval, and acknowledgment in the minutes of the City Council. Should there be any questions, please feel free to contact my office.

Please place this on the July 7, 2026 City Council meeting for consideration.

	A	B	C	D
1	SUCCESSFUL BID/ OTHER BID	PURCHASE ORDER	BID AMOUNT	ITEM DESCRIPTION
2				
3	PRIME PAINTING DRYWALL LLC	2603119	$ 8,150.00	JOHN BUCKLEY SOFTBALL FACILITY PRESSURE WASH & PAINT
4	ROOSEVELT JACKSON III		$ 8,765.00	
5	EEJ PAINTING LLC		$ 17,500.00	
6	INTEGRITY CONSTRUCTION		$ 19,540.00	
7	PREACHERS PAINTING LLC		$ 19,800.00	
8	MSP ENTERPRISES LLC		$ 23,930.00	
9	JONESGROWN CONSTRUCTION INC		$ 25,573.00	
10	ELITE PAINTING & REMODELING		$ 26,322.00	
11	PINE BELT PAINTING		$ 27,800.00	
12				
13	JEFCOAT FENCE OF HATTIESBURG	2603296	$ 17,964.19	SECURITY FENCE W PINE PARKING GARAGE
14	UNITED FENCE & DECKS		$ 20,439.67	
15				
16	ENMON ENTERPRISES LLC DBA JANI-KING	2603307	$ 13,080.00	JANITORIAL CLEANING - COURTS
17	SUPPORT SERVICES		$ 14,400.00	
18	HEAVENLY CLEANING LLC		$ 14,500.00	
19	HH CLEANING SERVICES LLC		$ 31,200.00	
20				
21	PARISH TRACTOR	2603373	$ 14,872.39	DIAMOND PR STEER MOWER 72"
22	JOHN DEERE		$ 15,450.00	
23				
24	HOWARD COMPUTERS	2603582	$ 7,158.00	PEPLINK MAX-BR1-CAT MODEM PARORAMA
25	C D W GOVERNMENT		$ 9,120.00	
26				
27	SIGNS FIRST	2603583	$ 6,905.74	2026 POLICE INTECEPTOR KIT - 9 UNITS
28	AMERICAN PRINTING		$ 6,975.00	
29				
30	CHAIN LEGACY ELECTRIC LLC	2603585	$ 12,225.00	AUTOMATIC TRANSFER SWITCH REPLACEMENT
31	DOLEAC ELECTRIC COMPANY INC		$ 12,990.00	
32	BUCKHAULTS ELECTRIC SERVICE		$ 14,980.00	
33				
34	JOHN BENNETT INC DBA QUALITY FLOORING	2603613	$ 7,670.98	FLOOR REPLACEMENT WATER BILLING
35	ANDERSON RETAIL INC		$ 10,303.00	
36				
37	JIM SERVICES SMITH	2603618	$ 12,000.67	REPLACE HEAT PUMB (A/C) BOBBY W ADM
38	AMERICAN AIR SPECIALISTS OF MS INC		$ 12,600.00	

	A	B	C	D
39				
40	TEMPLE INC	2603659	$ 67,260.00	REMOTE SCHOOL BEACON MANAGEMENT SYSTEM X 2
41	POWELL CONSTRUCTION SERVICES INC		$ 79,500.00	

CITY OF HATTIESBURG

UNADVERTISED BID RESULTS

OQ# 2603119

ITEM JOHN BUCKLEY SOFTBALL FACILITY PRESSURE WASH AND PAINT

BID #1

WINNING PRIME PAINTING DRYWALL LLC

BID AMOUNT $8,150.00

BID #2

COMPANY ROOSEVELT JACKSON III

BID

AMOUNT $8,765.00

BID #3

COMPANY EEJ PAINTING LLC

BID AMOUNT $17,500.00

BID #4

COMPANY INTEGRITY CONSTRUCTION

BID

AMOUNT $19,540.00

BID #5

COMPANY PREACHERS PAINTING LLC

BID

AMOUNT $19,800.00

BID #6

COMPANY MSP ENTERPRISES LLC

BID

AMOUNT $23,930.00

BID #7

COMPANY JONESGROWN CONSTRUCTION LLC

BID
AMOUNT $25,573.00

BID #8

COMPANY ELITE PAINTING & REMODELING

BID

AMOUNT $26,322.00

BID #9

COMPANY PINE BELT PAINTING

BID

AMOUNT $27,800.00

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.

Sylvester London

Sylvester London, DIVISION MANAGER

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2026 | Page 1 of 1

Purchase Order Number **02603119**

Purchase Order Date **05/19/2026**

Department **ENGINEERING**

FID 64-6000432

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1014
212 West Front St
Centennial Building
Hattiesburg, MS 39401

Vendor 52364
PRIME PAINTING DRYWALL, LLC
533 MNROE ROAD
HATTIESBURG, MS 39401

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
601-325-5216	BROWN39402@GMAIL.COM	52364	2602764	Sharon Waits	

NOTES

2-QUOTE JOHN BUCKLEY SOFTBALL FACILITY

PLEASE SEND INVOICE TO:
shensarling@hattiesburgms.com

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	2-QUOTE PRESSURE WASH AND PAINT EXTERIOR OF JOHN BUCKLEY SOFTBALL FACILITY GL #: 086300 - 729599 $8,150.00	1.0000	EACH	$8,150.0000	$8,150.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Kennis Eaton
City Clerk

Total Ext. Price $8,150.00

Purchase Order Total $8,150.00

- Project timeline

FINAL WALKTHROUGH
Vendor must complete a post-completed walkthrough and with Director and Sports Superintendent of Parks and Recreation.

Category	Total Cost
Total Equipment	$3400
Total Labor	$4800

Materials $950

TOTAL PROJECT COST: $ 8150

VENDOR CERTIFICATION
Vendor Name: Shannon Brown
Authorized Representative: _____
Signature: _____
Date: 5/7/26

RECEIVED
MAY 11 2026
AWARDED

Shannon Brown
533 Monroe Road
Hattiesburg, MS 39401
601-325-5216

PROJECT TIMELINE & WORK SCHEDULE

Project Name: John Buckley Softball Facility Pressure Wash & Paint
Prepared For: City of Hattiesburg Parks & Recreation cc Sylvestor London & Destiny McGinty
Prepared By: Prime Painting & Drywall LLC
Submission Date: May 7, 2026
Estimated Start Date: Last week of May
Estimated Completion Date: Mid-June (3 weeks out from proposed start date)

PROJECT OVERVIEW

This timeline outlines the anticipated weekly schedule and sequence of work activities for the completion of the proposed project. Tasks are organized by phase to ensure efficient execution, quality control, and timely completion.

WEEKLY PROJECT SCHEDULE

WEEK	TASK/PHASE	DESCRIPTION	EXPECTED COMPLETION
Week 1	Pressure washing/preparation phase	Thorough pressure washing of all surfaces, removal of all loose contaminants, cleaning of upper level surfaces, scraping & sanding of loose paint areas	End of Week 1
Week 2	ID/removal rotted wood & recaulking, and priming	Removal of deteriorated wood, removal and caulking wherever necessary, priming of all exposed areas	End of Week 2
Week 3	Finish Coat Application	Application of 2 full finish coats to include all stated surfaces	End of Week 3

Terms: Timeline is contingent upon weather conditions. Any change orders or scope modifications may affect completion dates.

Shannon Brown
533 Monroe Road
Hattiesburg, MS 39401
601-325-5216

EQUIPMENT / MACHINERY BREAKDOWN

EQUIPMENT	RENTAL PERIOD	RATE	TOTAL
Boom Life	2 weeks	$1200/week	$2400

TOTAL EQUIPMENT COST **$2400**

LABOR BREAKDOWN

LABOR CATEGORY	HOURS	RATE	TOTAL
Skilled Painter	96	$18	$1728
Skilled Painter	96	$18	$1728
Laborer	96	$14	$1344

TOTAL LABOR BREAKDOWN **$4800**

MATERIALS BREAKDOWN

ITEM DESCRIPTION	QUANTITY	UNIT COST	TOTAL
Commercial grade paint & primer	23 gallons	Approx $41.30/gal	$950

TOTAL MATERIALS BREAKDOWN **$950**

TOTAL PROJECT COST $8150

Vendor Name: Shannon Brown
Authorized Representative: _____
Signature: Shannon Brown
Date: 5/7/26

Terms: Timeline is contingent upon weather conditions. Any change orders or scope modifications may affect completion dates.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/04/2026

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

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

PRODUCER THE JAMES AGENCY, LLC 1817 BROADWAY DRIVE HATTIESBURG, MS 39402	CONTACT NAME: SHANE BLACKWELL PHONE (A/C, No, Ext): 601-268-2242 FAX (A/C, No): 601-264-1423 E-MAIL ADDRESS: shane.blackwell@jamesins.com
INSURED SHANNON D BROWN 533 MONROE RD HATTIESBURG, MS 39401	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : NATIONWIDE INSURANCE INSURER B : NATIONWIDE INSURANCE INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	A		ACP 3009452877	08/23/2025	08/23/2026	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 $5,000 $1,000,000 $2,000,000 $2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	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		ACPWCK 3100439783	08/23/2025	08/23/2026	WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	500,000 $500,000 $ $

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

CERTIFICATE HOLDER

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

SHANE BLACKWELL

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/28/2025

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.

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PRODUCER	CONTACT NAME: SHANE BLACKWELL	
THE JAMES AGENCY, LLC 1817 BROADWAY DRIVE HATTIESBURG, MS 39402	PHONE (A/C, No, Ext): 601-268-2242	FAX (A/C, No): 601-264-1423
	E-MAIL ADDRESS: shane.blackwell@jamesins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : NATIONWIDE INSURANCE	
INSURED SHANNON D BROWN 119 BELLAIR DR HATTIESBURG, MS 39402	INSURER B : NATIONWIDE INSURANCE	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	A		ACP 3009452877	08/23/2025	08/23/2026	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 $5,000 $1,000,000 $2,000,000 $2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		ACPWCK 3100439783	08/23/2025	08/23/2026	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	500,000 $500,000 $ $

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

CERTIFICATE HOLDER

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

Shane Blackwell

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Bid For *
John Buckley Softball
Park
Roosevelt Jackson III
5/8/26

Vendor is responsible for verifying site conditions, measurements, access limitations, and visible repair concerns prior to submitting quote.

SCOPE & REQUIREMENTS

Vendor must complete:

- Thorough pressure washing of all exterior walls, siding, trim, fascia, doors, soffits, railings, and other surfaces
- Removal of dirt, mildew, chalking, cobwebs, oxidation, and all loose contaminants
- Cleaning of upper-level exterior surfaces and cupola structure
- Scraping and sanding of all peeling, flaking, blistered, or loose paint areas
- Identification of deteriorated or rotten wood areas requiring treatment or stabilization
- Removal of failed caulk and complete recaulk of joints, seams, trim transitions, and penetrations where needed
- Prime all scraped, exposed, repaired, or treated areas
- Application of two (2) full finish coats of exterior-grade commercial primer and paint
- Include all body surfaces, trim, doors, railings, fascia, soffits, and cupola structure
- Owner will confirm final paint color selections with awarded vendor prior to material procurement
- Vendor shall maintain a clean, safe, and organized work area at all time

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REQUIRED DOCUMENTATION

Vendor must submit:

- Certificate of Insurance
- Project timeline

FINAL WALKTHROUGH

Vendor must complete a post-completed walkthrough and with Director and Sports Superintendent of Parks and Recreation.

Category	Total Cost
Total Equipment	$ 1,565 – Matt.
Total Labor	$ 7,200
TOTAL PROJECT COST:	$ 8,765 ok

VENDOR CERTIFICATION

Vendor Name: Roosevelt Jackson III

Authorized Representative: Painter

Signature: Roosevelt Jackson III

Date: 5/8/26

EEJ Painting LLC

38 Crepemyrtle Drive

Purvis, MS 39475

(601)402-1128

(601)402-3311

EEJPainting@gmail.com

05/01/2026

PROPOSAL SUBMITED TO:

Betsy Mercier

WORK TO BE PERFORMED AT:

John Buckley Softball Facility, Tatum Park, Hattiesburg

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

Prep includes: Pressure wash, scrape,prime, sand, caulk and putty all surfaces to be painted as needed.

Paint includes: 2 coats of paint on all surfaces to be painted

Color code: 2 color max (Additional colors will be added fee)

Exterior Estimated Total: $17,500.00

TOTAL ESTIMATED AMOUNT: $17,500.00

**1 YEAR LIMITED LIABILITY WARRANTY INCLUDED WITH ALL MATERIALS PROVIDED.

THIS AMOUNT IS ONLY AN ESTIMATED AMOUNT. ANY ADDITIONS WILL REFLECT THE FINAL BILL. THIS AMOUNT DOES NOT INCLUDE ANY STRUCTURAL REPAIRS. THIS AMOUNT ONLY INCLUDES THE PAINTING.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the specifications submitted for above work and completed in a substantial workmanlike manner.

We look forward to working with you. If you have questions on this proposal, feel free to contact me at your convenience by email at EEJPainting@gmail.com or by phone at 601-402-1128. We will be in touch with you next week to arrange a follow-up conversation on the proposal.

Thank you for your consideration,

Natasha Jones, Owner

EEJ Painting is not responsible for any damage to hardware that has to be removed from doors, including knobs, hinges, screws, handles, etc. EEJ painting is not responsible for damage to any flooring installed on any new construction jobs prior to painting. An extra fee of $1.50 per square foot will be charged to cover any flooring that has to be covered in order to perform services. EEJ Painting is not responsible for cleanup and/or damage to any painted surfaces caused by other contractor/sub-contractors, or any other persons.

ESTIMATE

Prepared For

City Of Hattiesburg

Integrity Construction

111 Wood Bridge Ln
Seminary, Ms 39479
Phone: (309) 370-7139
Email: meadowsexteriors1@yahoo.com

Estimate # 112
Date 05/04/2026

Description	Total
Facia Repair	$19,540.00

Contractor will replace all facia on the four dugouts

Contractor reflects all rotten faces on the main facility of the softball pavilion.

Contractor will replace Three area areas of society that has Rotten wood

Work to be completed at Tatum Park .

Facia will be replaced with pre-primed pine

Contractor will call All construction debris away

If there is any further rotted areas, discovered it would be additional. And prior approval will be needed before that work completed.

Term is half down and half upon complexion

Subtotal	$19,540.00
Total	**$19,540.00**

JOHN BUCKLEY SOFTBALL FACILITY PRESSURE WASH& PAINT BID FORM
Request: April 28, 2026
Due: May 8, 2026 by 1:00 pm

Please read the quote instructions and follow details of this request carefully. Quotes must be returned on or before the date and time indicated. Should the vendor have questions about the request for quote, questions should be emailed at least 24 hours before deadline for quote.

Should you be unable to complete the bid or choose not intend to bid please inform us as soon as possible.

Quote should be emailed with your company's name on a letter head to Sylvester London, slondon@hattiesburgms.com and Destiny McGinty, dmjackson@hattiesburgms.com or by using this form as your submission. Vendor must sign and date.

Payment terms are set by the State of Mississippi Purchasing Laws: Payment will be made within 45 days of receipt of invoice and signed by the approved department requesting the quote.

Questions related to this Bid should be directed via e-mail Betsy Mercier, Director of Parks and Recreation, bmercier@hattiesburgms.com.

PROJECT OVERVIEW
The City of Hattiesburg Parks & Recreation Department is requesting two written vendor quotes for complete exterior pressure washing, preparation, repair treatment, priming, and painting services for the:

JOHN BISHOP BUCKLEY SOFTBALL FACILITY AT TATUM PARK

This project shall include the full exterior cleaning and repainting of the John Bishop Buckley Softball Facility, a two-story public recreation building with an upper-level press box facing four fields and a small elevated cupola-style roof structure.

The awarded vendor shall furnish all material and labor, equipment, lifts, ladders, tools, cleanup, and debris disposal necessary to complete this work in its entirety. Project must be fully completed within six (6) weeks from issuance of awarded Purchase Order. Because this facility remains in active use for City recreation programming, softball practices, league games, and tournaments, vendor shall coordinate work schedules with Parks & Recreation staff to minimize disruption to public programming.

INSPECTION
A vendor site walk-through is highly recommended due to building height, access requirements, exterior surface condition, and cupola structure.

Austin Speights

Signature:
Jacob Martin

Date:
5/726

Walk-through inspections must be scheduled no later than May 6, 2026.

Vendor is responsible for verifying site conditions, measurements, access limitations, and visible repair concerns prior to submitting quote.

SCOPE & REQUIREMENTS

Vendor must complete:

- Thorough pressure washing of all exterior walls, siding, trim, fascia, doors, soffits, railings, and other surfaces
- Removal of dirt, mildew, chalking, cobwebs, oxidation, and all loose contaminants
- Cleaning of upper-level exterior surfaces and cupola structure
- Scraping and sanding of all peeling, flaking, blistered, or loose paint areas
- Identification of deteriorated or rotten wood areas requiring treatment or stabilization
- Removal of failed caulk and complete recaulk of joints, seams, trim transitions, and penetrations where needed
- Prime all scraped, exposed, repaired, or treated areas
- Application of two (2) full finish coats of exterior-grade commercial primer and paint
- Include all body surfaces, trim, doors, railings, fascia, soffits, and cupola structure
- Owner will confirm final paint color selections with awarded vendor prior to material procurement
- Vendor shall maintain a clean, safe, and organized work area at all time

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REQUIRED DOCUMENTATION

Vendor must submit:

- Certificate of Insurance
- Project timeline

FINAL WALKTHROUGH

Vendor must complete a post-completed walkthrough and with Director and Sports Superintendent of Parks and Recreation.

Category	Total Cost
Total Equipment	$6,600
Total Labor	$13,200

TOTAL PROJECT COST: $ 19,800

VENDOR CERTIFICATION

Vendor Name:

Preachers painting LLC

Authorized Representative:

MSP ENTERPRISES, LLC
Commercial and Residential Building and Remodeling
683 R.V. Lindley Road Moselle, MS 39459 COR #23400-MC CELL 601-270-3702
Facebook: MSP Enterprises, LLC Website: MSPEnterprises.biz
Email: msp.ent@aol.com

May 8, 2026

City of Hattiesburg
Parks and Recreation

RE: John Buckley Softball Facility

WORK PROPOSAL

*Denotes disclaimer

DESCRIPTION OF WORK	PRICE
Labor, material and equipment necessary for scope of work which includes: pressure washing, scraping, caulking, and painting.	$19,430
*Additional funds are necessary to replace rotten siding facia soffit, corner boards, window, trim and repair a few roof leaks on both the large facility, as well as the (8) dugouts which are beyond the scope of work given.	$4,500

Respectfully Submitted,

Michael Patterson
MSP Enterprises

$23,930

PARKS & RECREATION

JOHN BUCKLEY SOFTBALL FACILITY PRESSURE WASH& PAINT BID FORM
Request: April 28, 2026
Due: May 8, 2026 by 1:00 pm

Please read the quote instructions and follow details of this request carefully. Quotes must be returned on or before the date and time indicated. Should the vendor have questions about the request for quote, questions should be emailed at least 24 hours before deadline for quote.

Should you be unable to complete the bid or choose not intend to bid please inform us as soon as possible.

Quote should be emailed with your company's name on a letter head to Sylvester London, slondon@hattiesburgms.com and Destiny McGinty, dmjackson@hattiesburgms.com or by using this form as your submission. Vendor must sign and date.

Payment terms are set by the State of Mississippi Purchasing Laws: Payment will be made within 45 days of receipt of invoice and signed by the approved department requesting the quote.

Questions related to this Bid should be directed via e-mail Betsy Mercier, Director of Parks and Recreation, bmercier@hattiesburgms.com.

PROJECT OVERVIEW
The City of Hattiesburg Parks & Recreation Department is requesting two written vendor quotes for complete exterior pressure washing, preparation, repair treatment, priming, and painting services for the:

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Because this facility remains in active use for City recreation programming, softball practices, league games, and tournaments, vendor shall coordinate work schedules with Parks & Recreation staff to minimize disruption to public programming.

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A vendor site walk-through is highly recommended due to building height, access requirements, exterior surface condition, and cupola structure.

Walk-through inspections must be scheduled no later than May 6, 2026.

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SCOPE & REQUIREMENTS

Vendor must complete:

- Thorough pressure washing of all exterior walls, siding, trim, fascia, doors, soffits, railings, and other surfaces
- Removal of dirt, mildew, chalking, cobwebs, oxidation, and all loose contaminants
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- Include all body surfaces, trim, doors, railings, fascia, soffits, and cupola structure
- Owner will confirm final paint color selections with awarded vendor prior to material procurement
- Vendor shall maintain a clean, safe, and organized work area at all time

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REQUIRED DOCUMENTATION

Vendor must submit:

- Certificate of Insurance
- Project timeline

FINAL WALKTHROUGH

Vendor must complete a post-completed walkthrough and with Director and Sports Superintendent of Parks and Recreation.

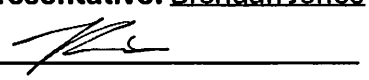
Category	Total Cost
Total Equipment	$8,573
Total Labor	$17,000

TOTAL PROJECT COST: $25,573

VENDOR CERTIFICATION

Vendor Name: Jonesgrown Construction LLC

Authorized Representative: Brendan Jones

Signature: 

Date: 05-08-2026

ESTIMATE

Prepared For

Austin - MCS
(601) 447-8500

We Have over 20 Years Of Experience, Specializing In Interior & Exterior Painting, Presure Washing, Dry Wall, Trim, And More

Estimate #	35
Date	05/06/2026

Seminary, Ms 39479
Phone: +6 01-408-14367
Email: byrdwilliam53@gmail.com

Description

Tatum softball complex

Pressure wash concession stand and all 8 Doug outs

Prep and prime all areas that need it, aswell as new siding and trim

Paint Doug outs back white

Paint concession stand back same colors 2 coats
(dark gray, light grey and white)

Total price - $24,600 plus tax

Payments are as followed
half up front
Final half upon completion

If there are any questions please feel free to contact Shane Byrd at 601-408-1436

Subtotal	$24,600.00
taxes	$1,722.00
Total	**$26,322.00**
Deposit Due	**$13,161.00**

Payment Schedule

Deposit (50%)	$13,161.00
final payment (50%)	$13,161.00

By signing this document, the customer agrees to the services and conditions outlined in this document.

Shane Byrd	Austin - MCS

Exclusions

Unless specifically stated otherwise, this proposal does not include:

- Structural framing repairs
- Engineering or architectural services
- Major substrate reconstruction beyond visible exterior siding and fascia replacement
- Interior painting or interior repairs
- Repairs related to hidden moisture or concealed damage discovered after demolition or preparation
- Lead or hazardous material remediation

Any additional work outside the outlined scope will be communicated and approved prior to proceeding.

Why Pine Belt Painting

At Pine Belt Painting, we focus on communication, professionalism, and quality craftsmanship from start to finish. Our goal is to provide a finished product that not only improves the appearance of the facility but also protects it for years to come.

We understand the importance of maintaining a safe and organized jobsite, especially in active public spaces, and we take pride in delivering projects with attention to detail and reliable service.

Acceptance

Thank you for the opportunity to provide this proposal. We appreciate your consideration and look forward to the possibility of working with the City of Hattiesburg Parks & Recreation Department on this project.

Submitted By:
Cody Bonner

5/8/2026

Pine Belt Painting/Sigma Companies

Signature: _____

Date: _____

PINE BELT PAINTING

Proposal for Exterior Restoration & Painting Services

John Bishop Buckley Softball Facility at Tatum Park

Prepared For: City of Hattiesburg Parks & Recreation Department

Prepared By: Pine Belt Painting/Sigma Companies
Cody Bonner

Proposal Date: May 8, 2026

Project Overview

Pine Belt Painting appreciates the opportunity to provide a proposal for the exterior restoration and repainting of the John Bishop Buckley Softball Facility at Tatum Park. We understand the importance of maintaining a clean, professional, and durable appearance for a highly utilized public recreation facility.

Our team is prepared to provide all labor, materials, equipment, supervision, and project coordination necessary to complete the work in a safe, organized, and professional manner while minimizing disruption to Parks & Recreation programming.

Scope of Work

Pine Belt Painting proposes to complete the following:

Exterior Cleaning & Preparation

- Thorough pressure washing of all exterior surfaces including siding, trim, fascia, soffits, doors, railings, press box surfaces, and cupola structure
- Removal of dirt, mildew, chalking, oxidation, cobwebs, and loose contaminants
- Protection of surrounding surfaces and adjacent areas during cleaning and preparation

Carpentry Repairs

- Removal and replacement of deteriorated or rotten siding materials as needed
- Removal and replacement of rotten fascia boards where necessary
- Minor substrate stabilization and repair preparation prior to painting

Surface Preparation

- Extensive scraping, sanding, and mechanical preparation of all failing paint areas
- Spot priming of all exposed substrates and repaired surfaces
- Removal and replacement of failed caulking where needed
- Recaulking of gaps, seams, penetrations, and trim transitions to improve weather resistance and finish quality

Painting & Coatings

- Application of premium exterior-grade coatings to all designated surfaces
- Painting of all siding, trim, fascia, soffits, doors, railings, press box surfaces, and cupola structure
- Application methods may include brush, roll, and spray as appropriate for surface conditions and finish quality
- Final colors to be coordinated and approved prior to material procurement

Project Management & Cleanup

- Furnish all labor, materials, lifts, ladders, tools, and equipment necessary to complete the project
- Maintain a clean and organized work environment throughout the duration of the project
- Daily jobsite cleanup and final walkthrough upon project completion
- Coordination with Parks & Recreation staff to minimize interference with scheduled activities and public use

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Estimated Labor & Equipment

Category	Estimated Cost
Labor (Approx. 360 Man Hours)	\$21,600
Equipment & Materials	\$6,200
Total Project Investment	**\$27,800**

Project Timeline

Pine Belt Painting anticipates a project duration of approximately 4–6 weeks depending on weather conditions, material availability, and scheduling coordination with facility operations.

Work scheduling will remain flexible to accommodate league play, practices, tournaments, and other Parks & Recreation activities whenever possible.

CITY OF HATTIESBURG

UNADVERTISED BID RESULTS

OQ# 2603296

ITEM SECURITY FENCE W PINE PARKING GARAGE

BID #1

WINNING JEFCOAT FENCE OF HATTIESBURG

BID AMOUNT $17,964.19

BID #2

COMPANY UNITED FENCE & DECKS

BID

AMOUNT $20,439.67

BID #3

COMPANY _____

BID AMOUNT _____

BID #4

COMPANY _____

BID

AMOUNT _____

BID #5

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.

Sylvester London

Sylvester London, DIVISION MANAGER

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2026

Purchase Order Number **02603296**

Purchase Order Date **06/02/2026**

Department **ENGINEERING**

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1014
212 West Front St
Centennial Building
Hattiesburg, MS 39401

FID 64-6000432

Vendor 3242
JEFCOAT FENCE OF HATTIESBURG
PO BOX 1167
HATTIESBURG, MS 39403-1167

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	KENNY@JEFCOATFENCEOFHATTIESBURG.COM	3242	2602928	Sharon Waits	

NOTES

2-QUOTE SECURITY FENCE-W. PINE PARKING GARAGE

PLEASE SEND INVOICE TO:
shensarling@hattiesburgms.com

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	2-QUOTE MATERIAL, EQUIPMENT AND LABOR TO INSTALL 150' OF COMMERCIAL GRADE CURVED PALE SECURITY FENCING ALONG THE ENTIRE EAST SIDE OF THE TOP FLOOR OF THE WEST PINE STREET PARKING GARAGE. GL #: 097201 - 723099 $17,964.19	1.0000	EACH	$17,964.1900	$17,964.19

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Kenneth Eaton
City Clerk

Total Ext. Price $17,964.19

Purchase Order Total $17,964.19

This is a request to supply a lump sum cost for providing material, equipment, and labor to install +/- one hundred fifty feet (150') of Commercial Grade Curved Pale Security Fencing along the entire east side on the top floor of the West Pine Street Parking Garage, 124 West Pine Street, Hattiesburg, Forrest County, Mississippi as per scope below.

Request: May 14, 2026
Bid Due: May 22, 2026

Scope of Work:

- Vendor will provide materials, equipment and labor to install +/- 150' of 96" high X 8' Wide Commercial grade Aluminum Security Fence with Curved Pale along the entire east side edge of the top floor of the parking garage. See attached fencing illustration.
- Vendor shall perform work in accordance with industry-accepted standards.
- Vendor shall visit work site in advance of bid to confirm all conditions, placement and quantities with a representative of the City of Hattiesburg.
- Vendor shall begin project within at least three (3) weeks of issuance of purchase order and complete the project within a reasonable time period but no longer than 4 weeks.
- Vendor shall provide all licenses and insurance to City of Hattiesburg.
- Vendor shall maintain site in a safe, secure, and clean manner during demolition.

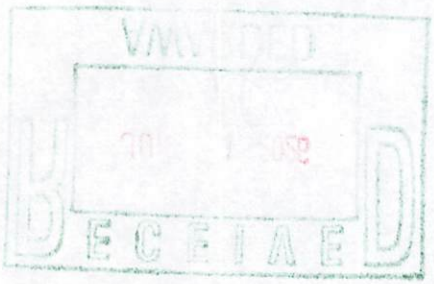
Proposed Start Date: Jun 22 2026 Proposed Completion Date: Jun 24 2026

Lump Sum Bid: $17,964.19

Authorized Signature: Kenny Smith Company: JeffCoat Fence of Hattiesburg

RECEIVED
JUN 1 2026
AWARDED

RECEIVED
JUN 1 2026
AWARDED


RECEIVED



Proposal

United Fence & Decks

Phone: 601-582-0406
Fax: 601-582-0404

255 McLeod St.
Hattiesburg, MS 39401

Web: unitedfencehattiesburg.com
Email: unitedfenceanddecks@yahoo.com

PROPOSAL SUBMITTED TO		PHONE	DATE
ANN JONES / CITY OF HATTIESBURG		601-545-4603	05/26/26
STREET		JOB NAME	
124 WEST PINE ST		PARKING GARAGE	
CITY, STATE ZIP		JOB LOCATION	
HATTIESBURG,MS			
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

Furnish & Install:

APR 149' - 96" Ornamental Security Aluminum Fence
Spears Facing Inside
Post on Welded Flange

Specifications:
Product: Catalyst
Grade: Commercial
Style: Security
Color: Black

Total Including All Materials & Labor	$20,439.67
Tax	$000.00
	$20,439.67

Payment to be made as follows: 50% Down; Balance on Completion

Agreement: UFC agrees to install fencing as per agreement outlined in this Proposal. Location of the property lines and / or the fence lines is the sole responsibility of the customer. UFC, in no way, assumes accuracy of the property lines and / or the fence lines, if survey markers are not clearly visible. If property lines are not clearly marked, a property survey may be required, at the customer's expense. UFC wil advise the customer, to the best of our knowledge, of any local laws and regulations regarding fence height, style and location. The responsibility for complying with these laws and regulations rest with the customer. Customer is responsible for any required permits for the fencing.

Warranty:All work performed by UFC is guaranteed to be free from defects in workmanship for one (1) year. Wood fencing carries a workmanship warranty only. Wood products, by there very nature, tend to shrink, check, crack, warp, bow, and / or change color with the passage of time. Therefore, we cannot warranty the wood products themselves. Any warranty on wood products will be a manufactures' warranty only. Some speciality products carry an extended warranty on materials. See individual product brochure for details

Underground Obstructions: UFC will be responsible for having all public utilities located and marked prior to digging. Customer is responsible for locating and marking any private utility lines, sprinkler system lines, water lines, sewer / field lines and swimming pool lines. Customer assumes liability for any damages to these obstructions, if not properly marked by the customer.

The final invoice will be based on the completed project. More or less footage, and /or deviations from the original agreement, will be credited or debited to the final invoice. Special order materials cannot be returned for credit. All materials remain property of UFC until final invoice is paid in full. Customer agrees to allow UFC access to their property until work is completed and final invoice is paid in full.

Acceptance of Proposal

Authorized Signature: Johnny R. Box

Customer Signature _____

Note: This Proposal may be withdrawn, by UFC, if not accepted within ten (10) days

Date of Acceptance _____

Special Instructions:

CITY OF HATTIESBURG

UNADVERTISED BID RESULTS

OQ# 2603307

ITEM JANITORIAL CLEANING - COURTS

BID #1

WINNING ENMON ENTERPRISES LLC DBA JANI-KING

BID AMOUNT $13,080.00

BID #2

COMPANY AB SUPPORT SERVICES

BID

AMOUNT $14,400.00

BID #3

COMPANY HEAVENLY CLEANING LLC

BID AMOUNT $14,500,00

BID #4

COMPANY HH CLEANING SERVICES LLC

BID

AMOUNT $31,200.00

BID #5

BID

AMOUNT

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.

Sylvester London, DIVISION MANAGER

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2026

Purchase Order Number	**02603307**
Purchase Order Date	**06/02/2026**
Department	**CITY COURT**

FID 64-6000432

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1003
#1 GOVERNMENT PLAZA
Hattiesburg, MS 39401

Vendor 47011
ENMON ENTERPRISES LLC
DBA JANI-KING
300 NE 1-55 SERVICE ROAD
PONCHATOULA, LA 70454-3309

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	TWSMITH@JANIKINGGCR.COM	47011	2602930	Corita Burks	

NOTES

COURT TWO QUOTE CLEANING 2026

ITEM #	DESCRIPTION		QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	COURT TWO QUOTE CLEANING GL #: 001015 - 604900	$13,080.00	1.0000	EACH	$13,080.0000	$13,080.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Kenneth Eaton
City Clerk

Total Ext. Price	$13,080.00
Purchase Order Total	**$13,080.00**

PRICING SCHEDULE*

HATTIESBURG MUNICIPAL COURT
701 JAMES ST
HATTIESBURG, MS 39401

The Named Areas will be serviced according to the Cleaning Schedule
for a minimum monthly charge of:
(Tax Not Included – Florida & Texas Only)

PROGRAM

	CHOOSE SERVICES
MAINTENANCE THREE (3) Times Per Week $1,090.00 Per Month	☐ Yes ☐ No

$13,080 ANNUAL
Bid Delivery: 05/26/26

Price Expires 6 months after delivery

TOTAL **$1,090.00 Per Month**

***The total monthly charge represents your only cost and is inclusive of: all labor; all supervision; all materials for cleaning; all equipment for cleaning; and, all payroll, payroll taxes, insurance, etc.**

RECEIVED
JUN 1 2026
AWARDED

Client Initials_____ JANI-KING Initials TS


RECEIVED
JUN 1 2018
AWARDED

SUPPLEMENTAL SERVICES

Being a fully committed facility partner means being there when you need us most. In addition to the services outlined in your Cleaning Schedule, **JANI-KING** also provides a host of **Supplemental Services** when requested. Below are examples of additional Requested Cleans available to HATTIESBURG MUNICIPAL COURT that can be performed for an additional fee should the need arise.

HARD SURFACE FLOOR & CARPET CARE SERVICES

Carpet Extraction	Strip & Wax
Carpet Bonnet	Ceramic Tile Scrub
Burnishing	Grout Restoration
Top-Scrub & Re-Coat	Stone Care Program

GENERAL CLEANING & PROJECT SERVICES

Day Porter Services	Facility Maintenance
Window Cleaning	General Grounds Services
Pressure Washing	Water Restoration
Construction Clean-Up	Minor Repair & Maintenance

SPECIALTY SERVICES

Disaster Response	Green Programs
Emergency Management	Recycling Implementation
Temporary Staffing	Pest Control
Mold Remediation	Asset Management

CLEANING SCHEDULE

HATTIESBURG MUNICIPAL COURT
701 JAMES ST
HATTIESBURG, MS 39401

NAMED AREAS:

A.	LOBBY, JUDGES CHAMBERS, KITCHEN, FRONT DESK, CUBICAL PERIMETER, COURTROOM, CONFERENCE ROOM, HALLWAYS, & FILE ROOM
B.	RESTROOMS

I. Daily Cleaning (Three Times a Week):

A. Lobby:

1. Sweep and Mop: This area includes from the front window to the end of the Municipal Court entry way.
2. Pick up any trash left behind.
3. Clean windows.
4. Clean counter tops.

B. Lobby Restrooms:

1. All trash receptacles from each room must be emptied and trash bags replaced.
2. Sweep and mop.
3. Replace toilet paper and paper towels.
4. Clean sinks and counter tops.
5. Clean toilets and urinals.
6. Clean mirrors.
7. Refill Soap Dispensers

C. Judge's Chambers and Restroom:

1. Vacuum carpet.
2. Clean tables.
3. Sweep and mop in restroom.
4. Clean sinks and counter tops.
5. Clean toilet.
6. Clean mirror.
7. Refill Soap Dispenser

D. Kitchen

1. Clean table and counter tops including sink.
2. Sweep and mop.
3. Clean appliances.
4. Refill Soap Dispenser

Client Initials_____ JANI-KING Initials TS

E. Front Desk, Cubicle Area and Restrooms

1. Clean counter tops.
2. Clean windows.
3. Remove any trash from can liners and replace trash bags.
4. Vacuum carpets.
5. Sweep and mop in restrooms.
6. Clean mirrors.
7. Refill Soap Dispensers

F. Courtroom

1. Clean counter, desk tops, and benches (if necessary).
2. Vacuum carpet.

G. Conference Room

1. Clean table top.
2. Vacuum

H. Trash

1. All trash receptacles from each room must be emptied and trash removed to dumpster in the back-parking lot.
2. Each Individual will be responsible for sitting out their trash for pickup.
3. Replace can liners with trash bag.

I. Hallways

1. Vacuum carpets.

J. File room

1. Sweep around desk area.
2. Remove trash and replace liners with trash bag.

K. All Areas Listed Above:

1. Sweep Down Any Cobwebs.
2. Spot Clean Carpet with carpet cleaner.
3. Dusting is a must.
4. Clean windows.

OTHER SERVICES

A. Defective or inoperative building equipment shall be brought to the attention of **CLIENT** such as:

- leakage or plumbing problem.
- defective lights or lighting.
- door and/or gates not properly secured.
- other unusual circumstances which might affect the security, maintenance, or effectiveness of the facility.

B. A Teflon-type carpet protector will be applied, upon request, for an additional fee.

C. An anti-static material will be applied to all carpeting, upon request, for an additional fee.

D. Care will be exercised so that baseboards, wall and furniture will not be splashed, marred, disfigured, or damaged during these or any other scheduled operations.

E. Janitor closets, equipment, and materials shall be kept in a neat, clean, and orderly condition at all times.

F. Any emergency cleaning accomplished for a nominal fee.

REFERENCES
SOUTHEAST MISSISSIPPI

VENTURE CHURCH
4142 Lincoln Road
Hattiesburg, MS 39402
(601) 544-0100
Jeff May
Began Servicing: 2010

GREAT AMERICAN RV
7696 US Hwy 49 N
Hattiesburg, MS 39402
(225) 567-4424
Tim McGrew
Began Servicing: 2021

HATTIESBURG CLINIC
421 S 28th Avenue
Hattisburg, MS 39401
(601) 268-5795
Teressa Rainey
Began Servicing: 2019

HIGHLAND BAPTIST CHURCH
3400 27th Street
Meridian, MS 39305
(601)482-0191
Rick Snowden
Began Servicing: 2024

VALOR HEALTHCARE - MERIDIAN
2103 13th Street
Meridian, MS 39301
(601) 482-3275
Diane Daleo
Began Servicing: 2010

LAUREL-JONES COUNTY LIBRARY
530 Commerce Street
Laurel, MS 39440
(601) 428-4313 Ext. 103
Carolyn Russell
Began Servicing 2012

PEARL RIVER VALLEY ELECTRIC
1422 Hwy 13 North
Columbia, MS 39429
(601) 731-7701
Dana Monk
Began Servicing: 2015

ABOUT OUR INSURANCE

We enclose a copy of our certificate of insurance that reflects the types and limits of coverage we carry to protect our customers and ourselves from potential loss. There are several specialized coverages that are included for our mutual protection that deserve special mention:

1. **Care, Custody & Control Coverage** - This important form of protection is excluded from most standard general liability policies. It provides protection against damage to property that our employees may be directly working on and for which we may be held legally liable.

2. **Extended Property Damage** - This coverage redefines property damage to include theft and mysterious disappearance for which we are legally liable, i.e., we throw out important papers or neglect to lock the premises after we have completed our night's work, etc.

3. **Lost Key Coverage** - If we have the legal responsibility for a master key for a building and it is lost or misplaced, this provides coverage to have the building totally re-keyed, if necessary.

4. **Third Party Fidelity Bonding** - This provides protection in the event that one of our employees steals from you. There must be conclusive proof; but, once that is established, the bond will respond to our legal responsibility.

We were able to obtain these unique coverages by purchasing our insurance under a plan specifically designed for the members of the building service contracting industry. This program has been underwritten by Liberty Mutual Insurance and Travelers Insurance and is tailored to meet the industry's needs.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

1/1/2026

DATE (MM/DD/YYYY) 12/23/2024

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, LLC 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 1347943 Enmon Enterprises, LLC Dba Jani-King of SE Mississippi 22 Millbranch Road Suite 710 Hattiesburg, MS 39402	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Liberty Mutual Fire Insurance Company — 23035 INSURER B: Employers Insurance Company of Wausau — 21458 INSURER C: Great American Insurance Company — 16691 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 15131438 **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 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	N	N	TB2-695458279-035	1/1/2025	1/1/2026	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 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO X OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	N	N	AS2-691-458279-045	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE	$ XXXXXXX $ XXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N — N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N	WCC-695-458688-975	1/1/2025	1/1/2026	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
C	EMPLOYEE DISHONESTY	N	N	SAA E163422 07 00	1/1/2025	1/1/2026	$1,000,000 LIMIT PER OCC.	

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

CERTIFICATE HOLDER

15131438
SPECIMEN

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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Jani-King of SE Mississippi
22 Millbranch Road
Suite 710
Hattiesburg, MS 39402
(601) 579-4984

Regional Support Centers
Alexandria • Baton Rouge
Covington • Daphne • Flowood
Gulfport • Hattiesburg • Houma
Lafayette • Lake Charles
Metairie • Monroe
Montgomery • Pensacola
Ponchatoula •Shreveport

Franchise Locations
Abbeville • Addis • Albany
Alexandria • Ama • Amite
Arnaudville • Avondale • Bassfield
Baton Rouge • Belle Chasse
Biloxi • Bossier City • Brandon
Breaux Bridge • Brookhaven
Broussard • Bush • Cankton
Cantonment • Chalmette
Chickasaw • Clanton • Covington
D'Iberville • Daphne
Denham Springs • Destrehan
Duson • East Brewton • Eight Mile
Elba • Enterprise • Ethel • Florence
Foley • French Settlement
Gautier • Gonzales • Gray
Greenville • Greenwell Springs
Gretna • Gulfport • Hammond
Harvey • Hattiesburg • Haughton
Hayneville • Holt • Hope Hull
Houma • Irvington • Jackson
Jonesboro • Kenner • Kentwood
Lacombe • Lafayette
Lake Charles • Laplace
Lecompte • Lexington
Long Beach • Longview
Louisville • Lutcher • Madison
Magee • Marksville • Marrero
Maurepas • Meridian • Metairie
Milton • Minden • Mobile • Monroe
Montgomery • Morgan City
Moss Point • Mount Olive
New Iberia • New Orleans
Ocean Springs • Panama City
Patterson • Pearl • Pensacola
Petal • Picayune • Pineville
Ponchatoula • Port Allen
Prairieville • Prattville
Prichard • Purvis • Ragley
Richmond • Ridgeland
River Ridge • Saraland • Saucier
Schriever • Scott • Shreveport
Slidell •St. Rose • St. Francisville
Stonewall • Sumrall • Sunshine
Tallulah • Terry • Terrytown
Theodore • Thibodaux
Thomaston • Tickfaw
Vancleave • Vicksburg
Wake Village • Walker
Washington • West Monroe
Westwego • Wetumpka
Woodworth • Youngsville
Zachary

May 19, 2026

Phillip Mcswain
Court Administrator
HATTIESBURG MUNICIPAL COURT
701 JAMES ST
HATTIESBURG, MS 39401

Dear Phillip Mcswain:

Thank you very much for the time and interest you have afforded me concerning the janitorial needs for your facility. Jani-King appreciates this opportunity and enclosed is our completed proposal for a professionally operated cleaning program along with the cleaning schedule.

Most companies change cleaning services about **every 18 months** which shows a high degree of dissatisfaction; not to mention the wasted time securing proposals from cleaning companies that over-promise and under-deliver. Our proposal will show you how partnering with Jani-King will solve your cleaning problems and bring an end to this frustrating cycle once and for all.

Each Jani-King representative is fully covered by an insurance program that protects you in several ways. The Commercial Cleaning Employee Dishonesty Policy, General Liability, and Workers' Compensation coverage provides protection to our customers for claims due to loss of property or personal injuries that are the result of actions by Jani-King personnel.

Please do not hesitate to call for any additional information you may deem necessary in assessing our proposal. I may be reached at (601) 579-4984.

Trusting we may be of service,

Tate Smith

Tate Smith
Regional Director
Jani-King of SE Mississippi

WWW.JANIKING.COM

GENERAL PROCEDURES

I. SUPERVISION

A. Jani-King authorized franchisee will stay in close contact with the customer's management concerning all work performed

B. All franchisee personnel will be trained and supervised to perform to the best of their ability in order to accomplish the cleaning you deserve.

C. All franchisee personnel will be checked regularly as to performance and ability to maintain Jani-King standards.

II. WAGE SCALE

A. All franchisees are required to pay their employees no less than the minimum scale as required by federal law.

B. Work hours, workweek, job methods, procedures, pay periods, and pay scale will be thoroughly explained by our franchisees to their employees.

III. SECURITY PROCEDURES AND INSURANCE

A. A personnel file is set up and maintained on all employees of authorized franchisees.

B. Franchisees and their employees will work closely with customer's management regarding to the use of acceptable personnel.

C. Franchisees will check to make sure that the building is properly secured before leaving the building.

D. Jani-King will provide all necessary insurance and bonds on all of franchisee's employees.

JANI-KING FRANCHISE CONCEPT

Jani-King is an international company currently operating in 100 cities across the United States, Canada, Great Britain, Singapore, Turkey, Brazil, Mexico and Australia. Since 1969, our unique program has provided quality janitorial services for thousands of customers nationwide.

At Jani-King, we know that the quality of service your facility receives is, for the most part, determined by the motivation of the custodian on the job site. This is why we operate through a network of qualified Jani-King franchisees.

Our franchisees perform on the job because they have the motivation and incentive to clean your building professionally. A financial investment into a business of their own and personal commitment to the success of that business ensures that Jani-King franchisees have a genuine concern for a job-well-done. What more concern could you possibly have on the job when the owner of the service company is either doing the work himself or closely supervising his employees?

A key to any successful company is its personnel, and that is why Jani-King puts a qualified and motivated Jani-King franchisee in your facility. The pride this individual takes in caring for his customers will be evident to you in the cleanliness of your working environment.

Backing our franchisees in their efforts, the Jani-King Regional Office Support Personnel will ensure our high cleaning standards. We make sure that our franchisees have the training, personnel, equipment, insurance and most importantly, the customer service support necessary to provide your company with on-going quality janitorial services.

At Jani-King, consistent service is accomplished through a communication program consisting of Past Performance Evaluations, Memo Pads, and Inspection Reports. In addition, our customer service representatives will be in contact with you and will always be abreast of the cleaning needs of your facility.

The Jani-King motto is "The Performance People." Our extensive list of client references will attest that Jani-King franchisees live up to our motto.

JANI-KING®
MAINTENANCE AGREEMENT

This Maintenance Agreement ("Agreement") is made as of the Effective Date below by and between **ENMON ENTERPRISES, LLC** d/b/a **Jani-King of SE Mississippi** ("**JANI-KING**") and **HATTIESBURG MUNICIPAL COURT ("CLIENT").**

WHEREAS:

- **JANI-KING** is the franchisor of commercial cleaning and maintenance businesses; and businesses that provide operational services to our commercial customers.
- **JANI-KING** is in the business of providing commercial cleaning and maintenance services and operational services through its authorized franchisees.
- **CLIENT** desires of the services of **JANI-KING** for the purpose of keeping its premises properly cleaned as outlined in the Cleaning Schedule; and,
- **JANI-KING** through its authorized franchisee agrees to provide such services to **CLIENT**;

THEREFORE, in consideration of the mutual covenants and obligations set out in this Agreement, the parties hereby agree as follows:

1. PERFORMANCE OF SERVICES

1.1. Performance of the services scheduled shall begin on _____ [DATE].

1.2. The term of this Agreement shall be for one (1) year from the date services are scheduled to begin.

1.3. The services shall be performed at the following location:

HATTIESBURG MUNICIPAL COURT
701 JAMES ST
HATTIESBURG, MS 39401
Serviceable Square Footage: 6,757

1.4. The premises making up the working area under this Agreement will be known further as the "Named Areas", which are further defined in the Cleaning Schedule attached hereto and by specific reference made a part of this Agreement.

1.5 **JANI-KING** agrees to have its authorized franchisee service the Named Areas as scheduled THREE (3) times per week.

1.6. **JANI-KING's** authorized franchisee will furnish all equipment, tools, and cleaning supplies, necessary for the performance of its duties. The duties being to maintain the Named Areas in a neat, clean and orderly condition as outlined in the Cleaning Schedule attached hereto and by specific reference made a part of this Agreement. **CLIENT** warrants that the premises to be serviced are free of asbestos, hazardous materials and hazardous waste materials. **CLIENT** hereby agrees to hold **JANI-KING** and its authorized franchise owners and employees harmless and indemnify them from any and all liability resulting from any exposure of **JANI-KING's** personnel, to asbestos, or hazardous or harmful materials.

2. PAYMENT OF SERVICES

2.1. **CLIENT** agrees to pay to **JANI-KING** each month the minimum monthly charge stated in the Pricing Schedule, attached hereto and made a part hereof, on or before the last day of each month in which

services are rendered. Additionally, **CLIENT** also agrees to pay any sales or use tax levied by a taxing authority on the value of the services provided or supplies purchased. **CLIENT** agrees that all payments due and owing **JANI-KING**, for any reason, shall be properly credited only when delivered to the following address:

JANI-KING Gulf Coast Region
300 NE I-55 Service Road
Ponchatoula, LA 70454-3309

2.2. Credits for holidays were pre-determined and given as part of the monthly charge herein, and no other adjustments will be made for those holidays. Any other credits issued to **CLIENT** by Jani-King shall be calculated using a per clean/missed clean cost for basic services, not including floor care or other services.

2.3. From time to time, as the parties may agree, the amount to be paid by **CLIENT** may be increased or decreased to reflect an increase or decrease in the area of space serviced and the kind, amount or frequency of service to be rendered. Such modifications shall be binding only if in writing, signed by both parties. In the event mutual agreement relating to frequency of service, type of service, space serviced or amount to be paid cannot be reached, the frequency of service, type of service, space serviced or amount to be paid shall remain unchanged.

2.4. It is expressly agreed that the total minimum sum stated in the Pricing Schedule may be increased annually by **JANI-KING** by a percentage amount not to exceed the annual increase of the Consumer Price Index as most recently published by the US Bureau of Labor Statistics.

2.5. In the event payment for services is not received within ~~thirty (30)~~ forty- five (45) days from the date such payment is due, **JANI-KING** may suspend services to **CLIENT** until such payment is received. Suspension of services by **JANI-KING** under this Section shall not deprive **JANI-KING** of any of its remedies or actions against **CLIENT** for past or future payments due under this Agreement, nor shall the bringing of any action for payment of services or other rights contained herein be construed as a waiver of any **JANI-KING** rights.

ACCOUNTS PAYABLE INFORMATION
(TO BE COMPLETED BY CLIENT)

A/P CONTACT_____ **BILLING ADDRESS**_____

PHONE_____ **CITY, STATE, ZIP**_____

E-MAIL_____

SELECT PAYMENT METHOD

☐ **AUTO DRAFT*** ☐ **CUSTOMER INITIATED ELECTRONIC FUNDS TRANSFER**

*ACH draft occurs on the last business day of each month for the current month's services

3. INDEPENDENT BUSINESS RELATIONSHIP

3.1. It is expressly agreed that the authorized **JANI-KING** franchisee who has been designated by **JANI-KING** for this Agreement, will select and designate all personnel to perform **JANI-KING's** and the franchisee's obligations under this Agreement.

3.2. Authorized **JANI-KING** franchisees and any of its personnel are not employees of **CLIENT** but are independent contractors; and in this regard, such **JANI-KING** authorized franchisees and their employees will not be within the protection or coverage of **CLIENT's** workers' compensation insurance and no withholding of social security, federal or state income tax or other deductions shall be made from the sums agreed to be paid to **JANI-KING** herein, the same being contract payments and not wages.

3.3. **CLIENT** agrees that during the term of this Agreement, and within one hundred and eighty (180) days after termination, that **CLIENT** will not employ any employees, agents, representatives or franchisees of **JANI-**

KING or any employees of **JANI-KING** franchisees without the express written consent of **JANI-KING**. **JANI-KING** agrees that during the term of this Agreement and within one hundred and eighty (180) days after termination, it will not employ any employees, agents or representatives of **CLIENT** without the express written consent of **CLIENT**. **CLIENT** further understands and acknowledges that **JANI-KING** is a franchisor of commercial cleaning and maintenance services and that a non-competition agreement exists between **JANI-KING** and its designated franchisee.

4. TERM, RENEWAL AND TERMINATION

4.1. The term of this Agreement shall be for one (1) year from the date services are scheduled to begin, as stated in Section 1.1, ~~and shall be automatically extended and renewed for the same terms and conditions,~~ unless: (a) **CLIENT** shall give written notice, as described herein, of termination at least thirty (30) days prior to expiration of the term; or (b) **JANI-KING** shall give thirty (30) days written notice to terminate at any time during this Agreement. If timely notice is given by **CLIENT** for termination, this Agreement shall expire at midnight of the last day of the term. Otherwise, this Agreement may only be terminated by **CLIENT** for non-performance as set out below.

4.2. Non-performance is defined as the failure, neglect or refusal to perform any act stipulated under this agreement or as outlined in the Cleaning Schedule attached. Before any termination for non-performance is effective, **CLIENT** must give **JANI-KING** written notice, as described herein, specifying in detail the nature of any defect or failure in performance. Upon the date of receipt of notice of non-performance, **JANI-KING**, at its election, shall have thirty (30) days in which to cure the defect in performance to the reasonable satisfaction of **CLIENT**. In the event the defect is not satisfactorily cured at the end of the thirtieth (30th) day from the date of receipt of such notice, **CLIENT** shall provide written notification, as described herein, to **JANI-KING** of the failure to satisfactorily cure the defect. This Agreement shall then terminate thirty (30) days from the date of the second notice. In the event the notice of the failure to satisfactorily cure the defect is not received within fifteen-15 days of the expiration of the thirty-30 day cure period, all deficiencies will be deemed cured.

4.3. In the event **CLIENT** terminates this Agreement for any reason other than non-performance, as described above, **CLIENT** agrees to pay, as stipulated damages, an amount equal to twenty-five (25%) percent of the minimum monthly charge stated in the Pricing Schedule, multiplied by the number of months remaining in the term of this Agreement or in any extension or renewal thereof.

4.4. All notices between **CLIENT** and **JANI-KING** shall be in writing. Any notice shall be deemed duly given if such notice is deposited, postpaid and certified, return-receipt requested with the United States Postal Service to the address as stated in Section 2.1 herein for **JANI-KING** or to the address stated on the signature page of this Agreement for **CLIENT**. All other notices, including notices personally delivered to individuals performing services under this Agreement, shall be ineffective. Either party may change the address of notice by providing the other party written notice of such change. Time is of the essence for all notices required under the terms of this Agreement.

5. GENERAL PROVISIONS

5.1. In the event it becomes necessary for **JANI-KING** to institute suit against **CLIENT** to secure or protect its rights or to collect any sums due under this Agreement, **JANI-KING** shall be entitled to all associated costs of the suit, including reasonable attorney's fees.

5.2. The terms of this Agreement shall be binding upon and inure to the benefit of **JANI-KING** and **CLIENT** and their respective heirs, representatives, successors and assigns, except as otherwise herein provided.

5.3. Any waiver by either party to this Agreement of a breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

5.4. Jurisdiction and venue for any suit brought on this Agreement shall be in the county or parish where the **JANI-KING** regional office is located.

5.5. Both parties agree that they have fully reviewed and discussed the terms of this Agreement, and all attachments, and acknowledge that the terms reflect the entire Agreement of the parties pertaining to its subject matter and it supersedes all prior or contemporaneous agreements, representations and understandings of the parties.

Client Initials_____ JANI-KING Initials TS

5.6. Any changes or modification to this Agreement must be in writing, signed by both parties and attached hereto.

5.7. In the event any section, subsection, provision or clause of this Agreement or any combination thereof is found to be unenforceable at law, in equity or under any presently existing or hereafter enacted legislation, regulation, or order of the United States, any state or subdivision thereof or any municipality, those findings shall not, in any way, affect any other part of this Agreement which shall continue in full force and effect, and the unenforceable provision shall be interpreted in a manner that imposes the maximum restriction or obligation permitted by law.

5.8. If the service includes disinfection for any reason, including prevention or elimination of communicable disease or other specific pathogens, **JANI-KING** will apply products in accordance with manufacturer's specifications, but **JANI-KING** DOES NOT WARRANT OR REPRESENT THAT THE SERVICE WILL PREVENT ANY PERSON FROM BECOMING SICK OR CONTRACTING ANY INFECTION OR DISEASE NOR HAS **JANI-KING** INDEPENDENTLY VERIFIED THE EFFECTIVENESS OF SUCH SPECIFICATIONS. **CLIENT** specifically waives and releases any liability for damages to electronics, furniture, or other items based on damage allegedly caused by **JANI-KING** in performing the requested services, as such damages are an inherent risk to such scope of work, specifications and necessary cleaning procedures. Client consents to the use of EPA approved chemicals selected by JANI-KING for cleaning COVID-19.

5.9. The undersigned individual owner, officer, agent, member or employee of **CLIENT**, who is authorized signatory below, hereby guarantees the payment to **JANI-KING** of the minimum monthly charges in the attached Pricing Schedule and the payment of all other amounts that become payable under the terms of this Agreement. Said individual acknowledges that without this guaranty of payment, **JANI-KING** would not enter into this Agreement.

5.10. A copy of this Maintenance Agreement shall be treated as an original and may be used in lieu of the original document for all purposes.

5.11. This Maintenance Agreement supersedes any other contract or negotiations, commitments, agreements (written or oral) and writings between Jani-King and Client with respect to the subject matter hereof. All such other negotiations, commitments, agreements and writings will have no further force or effect, and the parties to any such other negotiation, commitment, agreement or writing will have no further rights or obligations thereunder. Jani-King and the Client agree that they are governed by the terms and conditions of this Maintenance Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of _____ [DATE].

HATTIESBURG MUNICIPAL COURT
701 JAMES ST
HATTIESBURG, MS 39401

_____
Authorized Signature

_____
Full Name

_____
Title

ENMON ENTERPRISES, LLC
d/b/a Jani-King of SE Mississippi
22 Millbranch Road Suite 710
Hattiesburg, MS 39402

Tate Smith
_____
JANI-KING Representative Signature
Tate Smith, Regional Director

AB Support Services
5891 US Hwy 49
STE 60 Box 122
Hattiesburg, Ms 39402

PROJECT: **JANITORIAL SERVICES FOR Hattiesburg Municipal Court**

NAME: AB Support Services

DELIVERY DATE: 5/26/2026

Quote Expiration Date: 8/26/2026

ADDRESS	Frequenzy	COST PER Month	COST Per YR
HATTIESBURG Municipal Court 701 James St	3 x per week	$1,200	$14,400

SIGNATURE: *Malcolm Clark* Delivery Date: *5/26/2026*

SCOPE OF WORK

A. **Lobby**:
   1. Sweep and Mop: This area include from the front window to the end of the Municipal Court entry way.
   2. Pick up any trash left behind.
   3. Clean windows.
   4. Clean counter tops.

B. **Lobby Restrooms**:
   1. All trash receptacles from each room must be emptied and trash bags replaced.
   2. Sweep and mop.
   3. Replace toilet paper and paper towels.
   4. Clean sinks and counter tops.
   5. Clean toliets and urinals.
   6. Clean mirrors.
   7. Refill Soap Dispensers

C. **Judge's Chambers and Restroom**:
   1. Vaccum carpet.
   2. Clean tables.
   3. Sweep and mop in restroom.
   4. Clean sinks and counter tops.
   5. Clean toilet.
   6. Clean mirror.
   7. Refill Soap Dispensers

AB Support Services
5891 US Hwy 49
STE 60 Box 122
Hattiesburg, Ms 39402

D. Kitchen:

1. Clean table and counter tops including sink.
2. Sweep and mop.
3. Clean appliances.
4. Refill Soap Dispenser

E. **Front Desk, Cubicle Area and Restrooms:**

1. Clean counter tops.
2. Clean windows.
3. Remove any trash from can liners and replace trash bags.
4. Vaccum carpets which includes personal cubicles.
5. Sweep and mop in restrooms.
6. Clean mirrors.
7. Refill Soap Dispensers
8. Clean Windows.

F. **Courtroom:**

1. Clean counter, desk tops, and benchs (if necessary).
2. Vaccum carpet.

G. **Confrernce Room:**

1. Clean table top.
2. Vaccum

H. **Trash:**

1. All trash receptacles from each room must be emptied and trash removed to dumptster in the back parking lot.
2. Each Individual will be responsible for sitting out their trash for pickup.
3. Replace can liners with trash bag.

I. **Hallways:**

1. Vaccum carpets.

J. **File Room:**

1. Sweep around desk area.
2. Remove trash and replace liners with trash bag.

K. All Areas Listed Above:

1. Sweep Down Any Cobwebs.
2. Windows cleans.
3. Spot Clean Carpet with carpet cleaner.
3. Dusting is a must.

Original Bid Proposal

Thank you greatly for considering our company to assist with your janitorial maintenance.

Heavenly Cleaning LLC would like to offer a quote/bid of $1208.33 monthly. If further information is needed, please contact us.

Final Total Bid Price- $14,500.00

($1208.33 monthly)

Delivery Date- May 26,2026

Price Expiration- As Contract is Renewed Yearly or upon commercial client discretion

Heavenly Cleaning LLC

90 Woodridge
Purvis, MS. 39475
(601)692-5173
Heavenlycleaning85@gmail.com

City of Hattiesburg Municipal Court Bid Proposal

May 26,2026

Overview- Commercial janitorial cleaning 3x per week. Heavenly Cleaning LLC has performed walkthrough and reviewed all janitorial specifications list and has full understanding of what is expected each service.

Signature- Precious Jasper; DDiv

Signed

P. Jasper; DDiv

Company Owner-

Precious Jasper

HeavenlyCleaning LLC

601-692-5173

heavenlycleaning85@gmail.com



London, Sylvester

From: Paula Henderson <hendersonp07@yahoo.com>
Sent: Monday, June 1, 2026 9:21 AM
To: London, Sylvester; McSwain, Phillip
Subject: Re: City Court Bid HH Cleaning

- **HH CLEANING SERVICES LLC**

34 Travis Road
Petal, MS 39465
601-470-8857

QUOTE: MAY 2026

City of Hattiesburg Municipal Court

I. Daily Cleaning (Three Times a Week)

A. Lobby:

1) Sweep and Mop: This area includes from the front window to the end of the Municipal Court entry way.

2) Pick up any trash left behind.

3) Clean counter tops.

B. Lobby Restrooms:

1) All trash receptacles from each room must be emptied and trash bags replaced.

2) Sweep and mop.

3) Replace toilet paper and paper towels.

4) Clean sinks and counter tops.

5) Clean toilets and urinals.

6) Clean mirrors.

C. Judge's Chambers and Restroom:

1) Vacuum carpet.

2) Clean tables.

3) Sweep and mop in restroom.

4) Clean sinks and counter tops.

5) Clean toilet.

6) Clean mirror.

D. Kitchen

1) Clean table and counter tops including sink.

2) Sweep and mop.

3) Clean appliances.

E. Front Desk, Cubicle area and Restrooms

1) Clean counter tops.

2) Remove any trash from can liners and replace trash bags.

3) Vacuum carpets.

4) Sweep and mop in restrooms.

5) Clean mirrors.

F. Courtroom

1) Clean counter, desktops, and benches (if necessary)

2) Vacuum carpet.

G. Conference Room

1) Clean tabletop.

2) Vacuum

H. Trash

1) All trash receptacles from each room must be emptied and trash removed to the dumpster in the back parking lot.

2) Everyone will be responsible for sitting out their trash for pickup.

3) Replace can liners with trash bag.

I. Hallways

1) Vacuum carpets

J. File room

1. Sweep around desk area.

2. Remove trash and replace liners with bag.

PRICING SCHEDULE

The serviced areas mentioned on the previous pages will be cleaned according to the cleaning schedule for a minimum monthly charge of:

MAINTENANCE- THREE TIMES PER WEEK / CLIENT PROVIDES HAND SOAP, GARBAGE CAN LINERS, PAPER TOWELS, TISSUE, AND CLEANING SUPPLIES

TWO THOUSAND SIX HUNDRED ($2600.00) PER MONTH

THIS PRICING SCHEDULE IS VALID FROM 10/26/2026 through 10/26/2027

HH Cleaning Services LLC is locally based and licensed by Forrest County to do business in Hattiesburg.
HH Cleaning Services LLC is fully insured and has been proudly serving the Pine Belt since 2017.

DUNS # 066333114

Paula M. Henderson Date 5-20-2026

President

HH Cleaning Services, LLC

Sent from my iPhone

On May 20, 2026, at 9:21 PM, Paula Henderson <hendersonp07@yahoo.com> wrote:

CITY OF HATTIESBURG

UNADVERTISED BID RESULTS

OQ# 2603373

ITEM DIAMOND PR STEER MOWER 72"

BID #1

WINNING PARISH TRACTOR

BID AMOUNT $14,872.39

BID #2

COMPANY JOHN DEERE

BID

AMOUNT $15,450.00

BID #3

COMPANY _____

BID AMOUNT _____

BID #4

COMPANY _____

BID

AMOUNT _____

BID #5

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.

Sylvester London

Sylvester London, DIVISION MANAGER

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2026

Purchase Order Number	**02603373**
Purchase Order Date	**06/05/2026**
Department	**ECONOMIC DEV**

FID 64-6000432

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1000
200 Forrest St - 2nd Floor
Hattiesburg, MS 39401

Vendor 3843
PARISH TRACTOR
7065 HWY 49
HATTIESBURG, MS 39402

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	BHINKLE@PARISHTRACTOR.COM	3843	2602982	Archie Brewton	

NOTES

TWO QUOTE-DIAMOND PR STEER MOWER 72" MB# PENDING

PLEASE SEND INVOICE TO ABREWTON@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	TWO QUOTE-DIAMOND PR STEER MOWER 72" DLR072-C ROTARY SKID STEER MOWER GL #: 001402 - 790100 $14,872.39	1.0000	EACH	$14,872.3900	$14,872.39

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Kennes Eaton
City Clerk

Total Ext. Price	$14,872.39
Purchase Order Total	**$14,872.39**

PARISH TRACTOR

7061 HWY 49
Hattiesburg, MS 39402
Phone: (601) 264-5877

Ship To: IN STORE PICKUP

Branch		
02 - HATTIESBURG, MS		
Date	Time	Page
06/04/2026	12:01:51 (O)	1
Account No	Phone No	Est No 01
CITYO016	6015454646	Q06299
Ship Via	Purchase Order	
Tax ID No		
GOVT		
	Salesperson	
MICHAEL BARNES	MB	

Invoice To: CITY OF HATTIESBURG PURCHASING
P. O. BOX 1898
HATTIESBURG MS 39403

EQUIPMENT INVOICE

Description	** Q U O T E **	EXPIRY DATE: 07/04/2026	Amount
Stock #: E037941	Serial #: 51648		14500.00
New DI DLR072-C			
New DIAMOND PR DLR072-C 72" ROTARY SKID STEER MOWER (21-28 G			
	ADDITIONAL PARTS		
	==========		
BLADE KIT, 40/5 44-0228	Qty: 1 Price:	372.39	372.39
		Sale Total:	14872.39
		Subtotal:	14872.39
Authorization: _____		Quote Total:	14872.39

RECEIVED
JUN 5, 2026
AWARDED

Title and risk of loss passes to Purchaser upon pickup or delivery as of the date hereof. Parts can not be returned for a refund after 30 days. A 15% restocking fee will be incurred by the Purchaser for any special order returns. No electrical components can be returned. In the event of a payment method provided to the Seller with insufficient funds, a $40 fee will be incurred by the Purchaser. If a Purchaser has been granted credit by the Seller, payment terms are net 30. A $20 penalty will be incurred by the Purchaser monthly for any past due balances, in addition to interest being accrued on any past due balance at 1.5% per month.

X _____
Accepted By

Thank You For Your Business!

AGUP

JOHN DEERE

Prepared For

CITY OF HATTIESBURG

PO BOX 1898

HATTIESBURG, MS 394031898

(601) 545-4682

Prepared By

fred taylor

AGUP Equipment Company

3304 Simpson Hwy 49

Mendenhall, MS 39114

FredTaylor@AgUp.com

Quote Id 2200449

Creation Date 05-Jun-2026

Expiration Date 30-Jun-2026

Quote Summary

Equipment Summary	Suggested List	Selling Price	QTY In Group	Extended
New 2025 JOHN DEERE RX84 ROTARY CUTTER 83B1T-1T0RX84XES0000875	$18,862.00	$15,450.00	1	$15,450.00
Equipment Total				$15,450.00

Quote Summary	
Total Selling Price	$15,450.00
Sub-total	$15,450.00
Balance Due	$15,450.00

Salesperson : X _____ **Accepted By : X** _____

CITY OF HATTIESBURG

UNADVERTISED BID RESULTS

OQ# 2603582

ITEM PEPLINK MAX-BR1 – CAT MODEM PARORAMA

BID #1

WINNING HOWARD COMPUTERS INC

BID AMOUNT $7,158.00

BID #2

COMPANY C D W GOVERNMENT

BID

AMOUNT $9,120.00

BID #3

COMPANY _____

BID AMOUNT _____

BID #4

COMPANY _____

BID

AMOUNT _____

BID #5

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.

Sylvester London

Sylvester London, DIVISION MANAGER

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2026 | Page 1 of 1

Purchase Order Number **02603582**

Purchase Order Date **06/22/2026**

Department **ECONOMIC DEV**

FID 64-6000432

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1000
200 Forrest St - 2nd Floor
Hattiesburg, MS 39401

Vendor 3135
HOWARD COMPUTERS INC
PO BOX 1588
LAUREL, MS 39441-1588

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	6013995077@FAX.CSPIREVOICE.COM	3135	2603171	Archie Brewton	

NOTES

TWO QUOTE - PEPLINK MAX- BR1 - CAT MODEM PARORAMA

PLEASE SEND INVOICE TO ABREWTON@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	TWO QUOTE - PEPLINK MAX- BR1 - CAT MODEM PARORAMA SHARKEE - OEM STYLE COMPUTERS FOR NEW POLICE UNITS GL #: 001402 - 740000 $7,158.00	1.0000	EACH	$7,158.0000	$7,158.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Kennon Eaton
City Clerk

Total Ext. Price $7,158.00

Purchase Order Total $7,158.00

36 Howard Drive·Ellisville, MS 39437
P.O. Box 1590·Laurel, MS 39441

HOWARD™ TECHNOLOGY SOLUTIONS
A Division of Howard Industries, Inc.
www.Howard.com

888.912.3151 general·601.399.5077 fax
888.323.3151 technical support

Online Quotation

Quote No:	JV4 1655926.00	**Quote Date:**	June 15, 2026
Customer Name:	Neal Rockhold	**Phone Number:**	6015543746
Company Name:	Hattiesburg, MS - Police Department	**Fax Number:**	
Quote Name:	BR 1 mini LTEA & Sharkee Antenna		

Item 1

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
1:	Peplink MAX-BR1-MINI-LTEA-US-T-PRM MaxBR1 MINI - CAT 7modem **MPN:** MAX-BR1-MINI-LTEA-US-T-PRM	11	**$348.00**	**$3,828.00**
2:	Panorama Sharkee - OEM style - antenna - shark fin - cellular, Wi-Fi, navigation - 26 dBi **MPN:** SH-IN2617	10	**$333.00**	**$3,330.00**
			Sub-Total:	**$7,158.00**
			Shipping & Handling:	**Included**
			Taxes:	**Tax Exempt**
			Total for Item 1:	**$7,158.00**

This Quote will expire on July 15, 2026.
Please include your Quote Number on your Purchase Order.

Total for all pre-configured items

Sub-Total:	**$7,158.00**
Shipping & Handling :	**Included**
Taxes:	**Tax Exempt**
Total:	**$7,158.00**

Notes:

THIS QUOTATION IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, PURCHASER'S ACCEPTANCE OF THE TERMS HEREIN AND ACCEPTANCE OF HOWARD'S GENERAL TERMS AND CONDITIONS OF SALE (LOCATED AT: https://www.howardcomputers.com/info/termsofsale.cfm), WHICH ARE FULLY ADOPTED AND INCORPORATED HEREIN BY REFERENCE. PURCHASER'S SUBMISSION OF A PURCHASE ORDER PURSUANT TO THIS QUOTATION CONSTITUTES PURCHASER'S ACCEPTANCE OF AND AGREEMENT WITH HOWARD'S GENERAL TERMS AND CONDTIONS OF SALE. HOWARD OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS. A COPY OF THE ABOVE- REFERENCED GENERAL TERMS AND CONDITIONS OF SALE MAY ALSO BE OBTAINED BY CALLING 1-888-912-3151 OR EMAILING webmaster@howardcomputers.com.

Howard's product warranties, return policies and related information are also available at https://www.howardcomputers.com/support/warranties.cfm and https://www.howardcomputers.com/support/returnpolicy.cfm, or may be obtained by calling 1-888-912-3151 or emailing webmaster@howardcomputers.com.

Howard hereby reserves the right to unilaterally withdraw and/or revise any Quotation or quoted prices at any time, including in the event its manufacturing or procurement costs increase due to circumstances such as fluctuations in vendor pricing - particularly for critical components such as RAM - or the imposition by the United States or any other country of new or higher tariffs, taxes, duties, fees, or similar charges.



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

Pricing and Availability Notice

Due to ongoing supply chain challenges, some hardware manufacturers cannot guarantee product availability or pricing until the product is shipped. While we make every effort to honor quoted pricing, if a hardware manufacturer increases its price to CDW after a quote is issued or order is accepted, we may need to update your quoted price to reflect that change irrespective of any timeframes or validity periods set forth in the quote, including up to the date of shipment. In the event of a price adjustment, we will notify you prior to shipment. Any price adjustment would only occur if the hardware manufacturer increases its pricing to CDW.

ROBERT FRIEND,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PXGJ904	6/15/2026	12 CRADLEPOINT	267010	$9,120.00

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Cradlepoint R980 R980-5GD - router - WWAN - Wi-Fi 6 - 5G, 4G, 3G - desktop Mfg. Part#: MB01-R980-5GD-A Contract: Sourcewell 121923-CDWG Tech Catalog GOV ONLY (121923)	12	8115063	$760.00	$9,120.00

SUBTOTAL	$9,120.00
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	**$9,120.00**

PURCHASER BILLING INFO

Billing Address:
CITY OF HATTIESBURG
ACCTS PAYABLE
PO BOX 1898
HATTIESBURG, MS 39403-1898
Phone: (601) 545-4513
Payment Terms: Net 30 Days-Govt State/Local

DELIVER TO

Shipping Address:
CITY OF HATTIESBURG
INFORMATION TEC
200 FORREST ST FL 1
HATTIESBURG, MS 39401-3451
Shipping Method: DROP SHIP-GROUND

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

Sophie Barbari | 800.808.4239 | sophie.barbari@cdwg.com

Need Help?

My Account | Support | Call 800.800.4239

About Us | Privacy Policy | Terms and Conditions

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager.

© 2026 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

CITY OF HATTIESBURG

UNADVERTISED BID RESULTS

OQ# 2603583

ITEM 2026 POLICE INTECEPTOR KIT- 9 UNITS

BID #1

WINNING SIGNS FIRST

BID AMOUNT $6,905.74

BID #2

COMPANY AMERICAN PRINTING & SIGNS

BID

AMOUNT $6,975.00

BID #3

COMPANY _____

BID AMOUNT _____

BID #4

COMPANY _____

BID

AMOUNT _____

BID #5

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.

Sylvester London

Sylvester London, DIVISION MANAGER

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2026 | Page 1 of 1

Purchase Order Number **02603583**

Purchase Order Date **06/22/2026**

Department **ECONOMIC DEV**

FID 64-6000432

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1000
200 Forrest St - 2nd Floor
Hattiesburg, MS 39401

Vendor 4205
SIGNS FIRST
4400 HARDY ST STE A-1
HATTIESBURG, MS 39402-1309

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	SALES@HUBCITYSIGNSFIRST.COM	4205	2603172	Archie Brewton	

NOTES

TWO QUOTE- 2026 POLICE INTECEPTOR KIT- 9 UNITS

PLEASE SEND INVOICE TO ABREWTON@HATTIESBURGMS.COM

ITEM #	DESCRIPTION		QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	TWO QUOTE- 2026 POLICE INTECEPTOR KIT- 9 NEW HPD UNITS		1.0000	EACH	$6,905.7400	$6,905.74
	GL #: 001402 - 740000	$6,905.74				

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Kenneth Eaton
City Clerk

Total Ext. Price $6,905.74

Purchase Order Total $6,905.74

SIGNS FIRST
Quickest Sign Co. In Town!

4400 Hardy St.
Suite B1
Hattiesburg, MS 39401
(601) 268-7275

You can't do better than 1st!
www.hubcitysignsfirst.com

ESTIMATE
EST-97778

Payment Terms: Net 30

Created Date: 6/18/2026

DESCRIPTION: 2026 police inteceptor

Bill To: HATTIESBURG POLICE DEPARTMENT
#1 GOVERNMENT PLAZA
Hattiesburg, MS 39401
US

Pickup At: Signs First
4400 Hardy St.
Suite B1
Hattiesburg, MS 39401
US

Requested By: SHANNON HARRIS
Email: SWEAVER@HATTIESBURGMS.COM
Work Phone: (601) 554-3622

Salesperson: Patrick Skinner
Email: patrick@hubcitysignsfirst.com
Work Phone: 601-268-7275

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	**interceptor kit**	9	$767.3044	$6,905.74
1.1	**Refelctive 3M™ IJ5100R - vinyl** **Part Qty:** 2 **Width:** 80.00" **Height:** 42.00"			
1.2	**Overlaminates- High Performance Gloss 54" - high performance laminate** **Part Qty:** 2 **Width:** 80.00" **Height:** 42.00"			
1.3	**Installation - In House - install** - # of Hours: 2			

Subtotal:	$6,905.74
Taxes:	$0.00
Grand Total:	$6,905.74
Deposit Required:	$3,452.87

Signature: _____ **Date:** _____

RECEIVED
JUN 22 2026
AWARDED

Generated On: 6/18/2026 5:16 PM

American Printing & Signs

Specializing in Signs, Lettering & Graphics
6186 US Hwy. 49 North Hattiesburg, MS 39401
Print: 601-544-7714 Sign: 601-544-5600 Fax: 601-544-7723
Print Email: ameriprintms@aol.com Sign Email: americansigns@yahoo.com

Quotation# 1

DATE: 6/22/2026
Quote Valid Until: 7/2/2026

Bill To: Hattiesburg Police Department

Comments or special instructions:

Quantity	*Description*	*Price each*	*Amount*
9	New Ford Explorer wrap grade reflective decals installed	$775.00	$6,975.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
Subtotal			6,975.00
Tax			
		TOTAL	$ 6,975.00

If you have any questions concerning this quotation please feel free to contact us.
Note: All new designs are subject to a $150 design fee of which a 50% deposit is required prior to starting any design work. Each pricepoint is subject to a minimum set up fee of $25. Set up fee could be more depending on the amount of work needed to clean up any images. Also a 50% deposit is required before any printing takes place.
Customer is responsible for proofreading and approving all images. Should a mistake occur after. printing is complete the Customer is responsible for proofreading and approving all images. Should a mistake occur after printing is complete the customer is responsible for any re-printing that may be needed to correct said mistake.

THANK YOU FOR YOUR BUSINESS!

CITY OF HATTIESBURG

UNADVERTISED BID RESULTS

OQ# 2603585

ITEM AUTOMATIC TRANSFER SWITCH REPLACEMENT

BID #1

WINNING CHAIN LEGACY ELECTRIC LLC

BID AMOUNT $12,225.00

BID #2

COMPANY DOLEAC ELECTRIC COMPANY INC

BID AMOUNT $12,990.00

BID #3

COMPANY BUCKHAULTS ELECTRIC SERVICE

BID AMOUNT $14,980.00

BID #4

COMPANY _____

BID AMOUNT _____

BID #5

BID AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.

Sylvester London

Sylvester London, DIVISION MANAGER

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2026 | Page 1 of 1

Purchase Order Number **02603585**

Purchase Order Date **06/22/2026**

Department **ENGINEERING**

FID 64-6000432

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1014
212 West Front St
Centennial Building
Hattiesburg, MS 39401

Vendor 52328
CHAIN LEGACY ELECTRIC, LLC
P O BOX 18349
HATTIESBURG, MS 39404

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
601-596-5152	HSIMMONS@LEGACYELECTRIC.CO	52328	2603173	Sharon Waits	

NOTES

2-QUOTE AUTOMATICE TRANSFER SWITCH REPLACEMENT
PLEASE SEND INVOICE TO:
shensarling@hattiesburgms.com

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	2-QUOTE 212 W FRONT STREET AUTOMATIC TRANSFER SWITCH REPLACEMENT GL #: 001203 - 699900 $12,225.00	1.0000	EACH	$12,225.0000	$12,225.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Kamara Eaton
City Clerk

Total Ext. Price $12,225.00

Purchase Order Total $12,225.00

LEGACY ELECTRIC

June 18, 2026

City of Hattiesburg
Purchasing Department
Po Box 1898
Hattiesburg, MS 39403-1898

Re: 212 W Front Street Automatic Transfer Switch Replacement

Please accept this as our bid proposal to furnish material, labor, and equipment to disconnect and remove the existing 400Amp automatic transfer switch, install a new 200Amp automatic transfer switch, and provide programming and testing of the new automatic transfer switch and generator for proper functioning at 212 W Front Street located in Hattiesburg, MS.

TOTAL AMOUNT $ 12,225.00

*Proposal includes all applicable tax.
*Proposal is based on work taking place on the weekend and includes overtime rates.
*Execution of a contract or purchase order, based on this proposal, is required.
*Invoice for payment will be issued upon completion of work.
*Terms are Net 45 days.
*Estimated delivery date is 6 weeks after award of project.
*Proposal is valid for 30 days.

C.R. #27016-MC

If you have any questions or concerns, please call me at 601-596-5152.

Thank you,

Harvey Simmons
Vice President

RECEIVED
JUN 22 2026
AWARDED

doleac electric company, inc.

June 18, 2026

City of Hattiesburg
Purchasing Division
PO Box 1898
Hattiesburg, MS 39403-1898

RE: ATS Replacement
City of Hattiesburg
Transportation & Engineering Department
212 W Pine Street

Doleac Electric Company, Inc. proposes to furnish all items of material, labor, equipment, and supervision required to perform the following scope of work:

- Disconnect and remove the existing 400amp Automatic Transfer Switch.
- Furnish and install a new 200amp Service Entrance Rated Automatic Transfer Switch.
- Provide Programming and Labor to Test the Switch and Generator for Proper Functioning.
- Work to be performed on the weekend.

Total Bid Price: $12,990.00

Please Note:
Please see attachment for ATS to be furnished under this proposal.

Thank you for the opportunity to work with you on this project.

Submitted by:
DOLEAC ELECTRIC COMPANY, INC.
MISSISSIPPI CERTIFICATE OF RESPONSIBILITY NO. 3826

Mark Doleac

1120 finlo drive * p. o. box 1936 * hattiesburg, ms 39403 * (601) 544-2052 * fax (601) 582-4121
12503 dedeaux road * gulfport, ms 39503 * (228) 831-9777 * fax (228) 831-4003

BUCKHAULTS
ELECTRIC SERVICE
Commercial - Industrial - Residential

600 Harrison Street, Ellisville MS 39437
(601-477-2061) FAX (866-543-5589)

June 18, 2026

This is a quote for the electrical work to be performed for the **City of Hattiesburg Generator ATS Replacement at 212 West Front Street, Hattiesburg, MS.** Quote includes labor, equipment, tools and materials needed to remove the existing 400-amp automatic transfer switch, furnish and install a new Service Entrance Rated 200-amp automatic transfer switch, and provide programming and labor to test the switch and generator for proper functioning. This work will be done on the weekend due to the nature of the scope. This quote is good for 30 days from today. Lead time on new transfer switch is 10-12 weeks. Thank you for your consideration in this project.

Total Quote: $14,980.00

Sincerely,

Richard Buckhaults

Richard Buckhaults
Buckhaults Electric Service
601-477-2061

CITY OF HATTIESBURG

UNADVERTISED BID RESULTS

OQ# 2603613

ITEM FLOOR REPLACEMENT WATER BILLING

BID #1

WINNING JOHN BENNETT INC DBA QUALITY FLOORING

BID AMOUNT $7,670.98

BID #2

COMPANY ANDERSON RETAIL INC

BID

AMOUNT $10,303.00

BID #3

COMPANY

BID AMOUNT

BID #4

COMPANY

BID

AMOUNT

BID #5

BID

AMOUNT

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.

Sylvester London

Sylvester London, DIVISION MANAGER

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2026

Purchase Order Number **02603613**

Purchase Order Date **06/23/2026**

Department **WATER BILLING**

FID 64-6000432

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1010
105 South Park Ave
Hattiesburg, MS 39401

Vendor 49663
JOHN BENNETT INC
DBA QUALITY FLOORING
856 HWY 98
COLUMBIA, MS 39429

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
601-731-8492	JONNA.QUALITYFLOORING@GMAIL.COM	49663	2603182	Wanda Turner	

NOTES

TWO QUOTE FLOOR REPLACEMENT WATER BILLING

EMAIL INVOICE TO WTURNER@HATTIESBURGMS.COM

ITEM #	DESCRIPTION		QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	REPLACE CARPET WITH GLUE DOWN VINYL PLANK TWO QUOTE		1.0000	EACH	$7,670.9800	$7,670.98
	GL #: 009660 - 604900	$7,670.98				

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Kenneth Estes
City Clerk

Total Ext. Price $7,670.98

Purchase Order Total $7,670.98

Quality Flooring Hattiesburg/Columbia
PO Box 744
Columbia, MS 39429
601-736-5113 or 255-0100

City Of Hattiesburg
601-545-4631
Hattiesburg, MS

Estimate Number	C00064896
Estimate Date	06/10/2026
Reference	jonna

Description	Rate	Qty	Line Total
105 SOUTH PARK AVE HATTIESBURG MS	$0.00 +0	1	$0.00
Vinyl Plank Glue Down - Gray IF SPECIAL ORDER ADD FREIGHT 95.00	$1.79 +0	1500	$2,685.00
labor to install vinyl flooring -Store Room -Hallway -3 Offices	$1.20 +0	1500	$1,800.00
Take up Existing Commercial Carpet	$0.28 +0	1500	$420.00
Haul off of old flooring.	$0.12 +0	1500	$180.00
Move Office Furniture does not include movings small items, filing cabinets or electronics	$0.35 +0	1500	$525.00
Move Filing Cabinets	$10.00 +0	2	$20.00
Tight Bond 780 glue 3.5 gallon pail Tight Bond 780: sheet vinyl, vinyl planks, carpet tiles 600-800 per bucket	$109.95 +0	2.5	$274.88
Estimated Labor To patch floor	$0.35 +0	1500	$525.00
Gray Floor Patch - Estimated	$19.95 +0	5	$99.75
colored Caulk Colored Caulk: color	$10.95 +0	1	$10.95

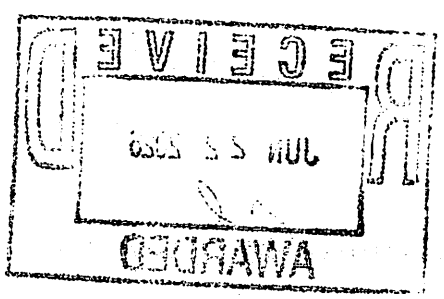
Rubber Reducer	$19.95 +0	1	$19.95
Rubber Stairnosing	$29.95 +0	2	$59.90
Titegrab plus - Molding Glue	$9.95 +0	1	$9.95
labor to take up old shoe molding	$0.35 +0	32	$11.20
Install Prime Grade Shoe Molding	$1.85 +0	356	$658.60
Install Stain Grade Shoe Molding CUSTOMER RESPONSIBLE FOR PROVIDING THE STAIN, INCLUDES APPLYING ONE COAT OF STAIN	$2.10 +0	148	$310.80
Additional Labor for Risers	$50.00 +0	1	$50.00
Supplies	$10.00 +0	1	$10.00
OUR QUOTE DOES NOT INCLUDE STAIN FOR SHOE MOLDING, MOVING SMALL ITEMS OR ELECTRONICS, THE STORAGE CLOSET AT THE FRONT ENTRANCE OR THE SAFE ROOM EXPECT DUST DURING TAKE UP AND INSTALLATION	$0.00 +0	1	$0.00
Price expiration 7/22/26	$0.00 +0	1	$0.00

Subtotal	7,670.98
0 (0%)	0.00
Estimate Total (USD)	$7,670.98

Notes
JB SM

RECEIVED
JUN 22 2026
AWARDED

Terms
All material and labor totals are estimated and subject to change. Extra floor prep may be needed once old flooring is removed. All supplies and floor prep are estimated. All special order and installed jobs require a half deposit. Balance on installed jobs must be paid before installation.


RECEIVED
JUN 22 2020
AWARDED

ANDERSON RETAIL, INC.

dba Anderson Carpet One
Floor and Home
Member: Associated Builders and Contractors, Inc.
Mississippi Certificate of Responsibility #06096

11 Office Park Drive, Suite 40 Hattiesburg, MS 39402
Telephone (601) 584-4540 Fax (601) 584-4544

Email: mdearman@andersondesigncenter.com

PROPOSAL

To: CITY OF HBURG

Date: 6/19/26

From: MATT DEARMAN
Office: 601-584-4517
Mobile: 601-283-0003

Attention: SYLVESTER
Fax #: slondon@hattiesburgms.com

Project: CITY HBURG_WATER DEPT BILLING OFFICE 105 S PARK - FLOORING

Conditions of Proposal

Subfloor must be approved prior to floor covering installation. Anderson's preparation work to subfloor includes minor spot and crack patching only (unless otherwise noted in this proposal). This does not include leveling or skim coating, which is considered major. Unless a floor is set in a "mud bed" it is the contractor's responsibility to achieve the proper slope to floor drains. Major floor preparation will be negotiated based on the condition of the subfloor and the amount of work necessary to bring the subfloor into specification. Further explanation of these limitations will be provided upon request. Demolition and or removal of existing materials (if applicable) included only if noted in proposal. Ceramic tile does not include "backer board" unless otherwise noted.

Scope of Services

Description	Price
NEW LVT FLOORING - MATERIALS & LABOR REMOVE EXISTING CARPET; PREP SUBFLOOR FOR NEW LVT; FURNISH & INSTALL NEW 20MIL LVT PLANK THROUGHOUT AREAS REQUESTED; MANUFACTURER FREIGHT & DELIVERIES INCLUDED	$8,620.00
NEW WOOD SHOEMOLDING - MATERIALS & LABOR FURNISH, INSTALL, CAULK, & FINISH PAINT NEW WOOD SHOEMOLDING/QUARTERROUN OVER ALL NEWLY INSTALLED LVT FLOORING;	$1,683.00
MOVING FURNITURE - LABOR ALLOWANCE ADD: $1,200 **NOTE: ALL SMALL PERSONAL ITEMS & ELECTRICAL OFFICE EQUIPMENT MUST BE UNHOOKED, BOXED &/OR MOVED PRIOR; FILING CABINETS MUST BE EMPTIED PRIOR TO MOVING*** *****NOTE: ANY DAMAGES OF OLD & EXISTING FURNITURE DUE TO MOVING AND RESETTING ARE NOT WARRANTIED; EXACT PLACEMENT OF RESETTING OF FURNITURE IS THE RESPONSIBILITY OF THE OWNER****** ***NOTE: NEW FLOORING NOT GOING IN THE VAULT NOR RESTROOMS***	
Sales Tax, MPC or other fees	
Total for the sum of:	**$10,303.00**

NOTE: The pricing for this proposal is based on the entire scope of services.

Any separation of pricing in the scope of services is for the convenience of the addressee of this proposal only.
Acceptance and awarding of any part of the scope of services for less than entire scope is subject to Anderson's approval.
This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

MATT DEARMAN
Anderson Carpet One
Floor and Home

Approved By (Print and Sign)

Addenda or changes seen by Anderson: none
Number of pages including this page: 1

CITY OF HATTIESBURG

UNADVERTISED BID RESULTS

OQ# 2603618

ITEM REPLACE HEAT PUMP (a/c) BOBBY W ADM

BID #1

WINNING JIM SERVICES SMITH

BID AMOUNT $12,000.67

BID #2

COMPANY AMERICAN AIR SPECIALISTS OF MS INC

BID

AMOUNT $12,600.00

BID #3

COMPANY

BID AMOUNT

BID #4

COMPANY

BID

AMOUNT

BID #5

BID

AMOUNT

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.

Sylvester London

Sylvester London, DIVISION MANAGER

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2026

Purchase Order Number **02603618**

Purchase Order Date **06/24/2026**

Department **WATER PLANT DIVISION**

FID 64-6000432

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1011
900 James St
Hattiesburg, MS 39401

Vendor 4234
JIM SERVICES SMITH
PO BOX 17737
HATTIESBURG, MS 39404-2009

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
601-584-8400	CUSTOMERSERVICE@JIMSMITHSERVICES.COM	4234	2603200	Rob Waggoner	

NOTES

REPL HEAT PUMP (A/C)BOBBY W ADM TWO QUOTE MB# PEND

please send invoices to rwaggoner@hattiesburgms.com *** APPROVED TWO QUOTE ATTACHED ***

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	LABOR & MATERIAL TO REPLACE HEAT PUMP WITH A RHEEM 14 SEER2 TWO STAGE HEAT PUMP SYSTEM. GL #: 009673 - 604900 $12,000.67	1.0000	EACH	$12,000.6700	$12,000.67

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Kamesa Eaton
City Clerk

Total Ext. Price $12,000.67

Purchase Order Total $12,000.67

Jim Smith Services, Inc
P. O. Box 17737
Hattiesburg, MS 39404

ESTIMATE	#46
ESTIMATE DATE	Jun 18, 2026
EXPIRATION DATE	Jul 22, 2026
TOTAL	$12,000.67

City Of Hattiesburg
P. O. Box 1898
Hattiesburg, MS 39401

(601) 545-4667
sstewart@hattiesburgms.com

SERVICE ADDRESS

City Water Works2

CONTACT US

(601) 584-8400
customerservice@jimsmithservices.com

ESTIMATE

Option #1

Services	qty	unit price	amount
Labor and material to replace the existing heat pump with a Rheem 14 SEER2 two stage heat pump system. Delivery is within 30 days of receipt of purchase order.	1.0	$12,000.67	$12,000.67

Services subtotal: $12,000.67

Subtotal	$12,000.67
Tax (AMS 7%)	$0.00
Total	**$12,000.67**

Our payment link can be found on our website under the pay now tab on top of the page, or you may also use the link listed below
https://square.link/u/BqBNvnbq
A 3.0% Service Charge will be added to all Credit/ Debit Card Payments.

RECEIVED
JUN 23 2026
AWARDED

AMERICAN AIR SPECIALISTS OF MS, INC.

P.O. BOX 162
HATTIESBURG, MS 39403-0162
OFFICE (601)583-2575
FAX (601) 544-7746

06/23/26

TO: City of Hattiesburg

RE: System Replacement
B West Admin Bldg.

ATTN: twoquote@hattiesburgms.com

Remove and dispose of existing (5) ton Rheem split heat pump system and replace with new Rheem 14 SEER two stage split. Price includes all labor and materials to complete job.

Contract Price...$12,600.00

Sincerely,

John Haynes

AMERICAN AIR SPECIALISTS of MS, Inc.

Accepted By: _____ Date: _____

The price may be withdrawn if not accepted in 7 to 10 days due to price fluctuation on materials.
All credit card payments are subject to a 2.75% convenience fee

CITY OF HATTIESBURG

UNADVERTISED BID RESULTS

OQ# 2603659

ITEM REMOTE SCHOOL BEACON MANAGEMENT SYSTEM X 2

BID #1

WINNING TEMPLE INC

BID AMOUNT $67,260.00

BID #2

COMPANY POWELL CONSTRUCTION SERVICES INC

BID

AMOUNT $79,500.00

BID #3

COMPANY _____

BID AMOUNT _____

BID #4

COMPANY _____

BID

AMOUNT _____

BID #5

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.

Sylvester London

Sylvester London, DIVISION MANAGER

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2026 | Page 1 of 1

Purchase Order Number **02603659**

Purchase Order Date **06/26/2026**

Department **ENGINEERING**

FID 64-6000432

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1014
212 West Front St
Centennial Building
Hattiesburg, MS 39401

Vendor 4412
TEMPLE INC
P O BOX 2066
DECATUR, AL 35602-2066

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	JEFF.SMITH@TEMPLE-INC.COM	4412	2603228	Sharon Waits	

NOTES

2-QUOTE REMOTE SCHOOL BEACON MANAGEMENT SYSTEM X 2

PLEASE SEND INVOICE TO:
shensarling@hattiesburgms.com

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	2-QUOTE REMOTE SCHOOL BEACON MANAGEMENT SYSTEM X 20, AS PER ATTACHED QUOTE DATED 06/25/26 APPLIED INFORMATION GLANCE BEACON UNIT (500-070) SOLAR GL #: 001203 - 729563 $67,260.00	1.0000	EACH	$67,260.0000	$67,260.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Kennon Eaton
City Clerk

Total Ext. Price $67,260.00

Purchase Order Total $67,260.00

Temple, Inc.

P.O. Box 2066 / 50 Davis Street
Decatur, AL 35602
Phone: 800/633-3221
Fax: 256/353-4578

1954 - 2019
Serving the South's
Traffic Needs
for over 65 Years

TO: City of Hattiesburg
Attn.: MaryBeth Bergin
e-mail:

DATE: **25-Jun-26**
TERMS: **NET 30 DAYS**
DELIVERY: **3 to 5 Weeks ARO**
SALESPERSON: **Jeff Smith, P.E.**

QUOTE #: ***Remote School Beacon Management System***

CONDITIONS: The prices and terms on this quotation are subject to verbal changes or other agreements unless approved in writing by Temple, Inc.. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on cost and conditions existing on the date of the quotation and are subject to changes by Temple, Inc. before final acceptance.

Quantity	Description	Price	Extended
	City of Hattiesburg ***Remote School Beacon Management System***		
20	**Applied Information Glance Beacon Unit (500-070) Solar**	$3,363.00	**$67,260.00**
	Schools Inlude: Grace Christian Academy (2) Hattiesburg High School (2) Hawkins Elementary (2) N.R. Burger Middle School (2) PCS Elementary (2) Rowan Elementary (2) Sacred Heart Elementary (2) Thanes Elementary (2) Woodley Elementary (4)		
		Total =	**$67,260.00**



Notes: Prices include shipping, freight insurance, and duties.Taxes are not included and will be added if applicable.
Glance RSBMS (070B) includes 5 year connectivity & service plan. Activated when installed.
Installation Services from Temple T3 Technician included. On-Site scheduling to be *coordinated after delivery of equipment.*

Quote Valid for 45 Days

Jeff Smith, P.E.

Powell Construction Services, Inc.

********** *Helping the State of Mississippi Direct and Light up our future* **********

Owner:	City of Hattiesburg			**15461 Northrup Ceuevas Rd**		
Atten:	Marybeth Bergin			**Gulfport, Ms. 39503**		
Phone:	601-545-4540				**Fax: 888-611-8858**	
Fax:	N/A				**Cell: 228-324-3064**	
Job Name:	Remote School Beacon Units			**Email: trafficlight2001@aol.com**		
MDOT Project No:	Job Quote					
Project No:	N/A					
Location:	Within the City limits of Hattiesburg					
Date of Proposal:	6/25/2026					
Proposal Time:	N/A			**Sent Quote out:**	6/25/2027	
Estimator:	William E. Powell		**Time**	**E-mailed:**	1458hrs	

Ref. No.	**Pay Item No.**	**Traffic Signal Description**	**Approx. Quantity**	**Unit**	**Unit Price**	**Total Cost**
1	N/A	AI-500-070 Seris School Beacon units	20	ea	3,975.00	79,500.00
				Total Job Quote:		**79,500.00**

Special Notes:

1). Price above is good for **45** days from dated quoted

2). Ship date is approx 4-5 weeks once a former PO has been issued fom the City of Hattiesburg

If you have any questions please feel free to call me at 228-217-8041

Sincerely,

William E. Powell
Estimator

Memorandum

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

From: **Wiley Quinn, Urban Development Director, Dequandra Johnson**

cc: **Kermas Eaton, City Clerk**

Date: **Tuesday, July 7, 2026**

Re: **Approve and authorize issuance of manual checks for CDBG/HOME Claims attached.**
File Number: 2026-513
Minute Book #

Summary
Approve and authorize issuance of manual checks for CDBG/HOME Claims per attached.

Recommendation Statement
I recommend approval of this item.

Please place this on the July 7, 2026 City Council meeting for consideration.

"Breaking the Shackles of Poverty through Services"

INVOICE
REIMBURSEMENT

Breakthrough Community Services, Inc.
1313 Country Club Road
Hattiesburg, MS 39401
P 601-582-3475
F 601-582-0149

BILL TO:
Community Development Division
P. O. Box 1898
Hattiesburg, MS 39403-1898

Project	Agency Project	Invoice	Date
Public Service Grant	Utility Assistance Program	2	June 16, 2026

Quantity	Description	Unit Price	Total
1	Utility Assistance Program	1	$5,063.06
			$5,063.06

RECEIVED 6/16/26

Make all checks payable to **Breakthrough Community Services, Inc.**

THANK YOU FOR YOUR BUSINESS!

COMMUNITY SERVICES

BREAKTHROUGH

"Breaking the Shackles of Poverty through Service"

1313 Country Club Road, Hattiesburg, MS 39401

Utility Assistance Program

The following applicants listed below are eligible for the Utility Assistance Program. These(thirty-three) individuals meet income & criteria eligibility (limited clientele) for the UAP Program.

Applicant	Servicer	Amount
[redacted] Jordan	Mississippi Power	$153.00
[redacted] Nix	Mississippi Power	$200.00
[redacted] Davis	Mississippi Power	$133.00
[redacted] Grice	Mississippi Power	$98.39
[redacted] January	Mississippi Power	$200.00
[redacted] Naylor	Mississippi Power	$200.00
[redacted] Halsell	Mississippi Power	$107.17
[redacted] Fairley	Mississippi Power	$116.33
[redacted] Fairley	Mississippi Power	$191.08
[redacted] Williams	Mississippi Power	$200.00
[redacted] York Jr	Mississippi Power	$89.94
[redacted] Woodland	Mississippi Power	$161.56
[redacted] Travis	Mississippi Power	$200.00
[redacted] Thompkins	Mississippi Power	$200.00
[redacted] Ward	Mississippi Power	$87.56
[redacted] Cephus	Mississippi Power	$200.00
[redacted] White	Mississippi Power	$197.95
[redacted] K Bolton	Mississippi Power	$200.00
[redacted] Young	Mississippi Power	$102.00
[redacted] Eatman	Mississippi Power	$130.00
[redacted] Roberts	Mississippi Power	$129.00
[redacted] Thomas	Mississippi Power	$125.00
[redacted] Johnson Jr	Mississippi Power	$104.37
[redacted] Clayton	Mississippi Power	$200.00
[redacted] Bowens	Mississippi Power	$74.16
[redacted] Bullock	Mississippi Power	$79.20
[redacted] Borgmann	Mississippi Power	$151.43
[redacted] Mack	Mississippi Power	$200.00
[redacted] Nicholson	Mississippi Power	$162.00
[redacted] Plummer	Mississippi Power	$135.74
[redacted] Hughes	Mississippi Power	$180.22
[redacted] Maxwell	Mississippi Power	$172.22
[redacted] King	Mississippi Power	$181.74
		$5,063.06

1313 Country Club Road, Hattiesburg, MS 39401 (601) 582-3475 (601) 582-0149 fax www.themtolivechurch.org

[redacted]

INVOICE

Frye Environmental
126 Stamp Mill Lane
Dahlonega, GA 30533
404-313-7139
Sandra@frye-environmental.com

Purchase Order Number NA
Date : 6/23/2026
Invoice Number: 0006

City of Hattiesburg, Community Development Division
Dequandra Johnson
P.O. Box 1898
Hattiesburg, MS 39403-1898

Type of Work	Project Description	Total Hours worked	Line Total
Environmental Reviews	Tier 2 Checklist - 705 W. Railroad Street	3.00	$ 525.00
	Tier 2 Checklist - 321 Emerson Drive	3.00	$ 525.00

Subtotal	$ 1,050.00
Sales Tax @	$ -
TOTAL	$ 1,050.00

Make all checks payable to Frye Environmental.

THANK YOU FOR YOUR BUSINESS!

"Breaking the Shackles of Poverty through Services"

INVOICE
REIMBURSEMENT

Breakthrough Community Services, Inc.
1313 Country Club Road
Hattiesburg, MS 39401
P 601-582-3475
F 601-582-0149

BILL TO:
Community Development Division
P. O. Box 1898
Hattiesburg, MS 39403-1898

Project	Agency Project	Invoice	Date
Public Service Grant	Utility Assistance Program	3	June 24, 2026

Quantity	Description	Unit Price	Total
1	Utility Assistance Program	1	$2,804.89
			$2,804.89

Make all checks payable to **Breakthrough Community Services, Inc.**

THANK YOU FOR YOUR BUSINESS!

RECEIVED
DB 6/24/26

+111

BREAKTHROUGH COMMUNITY SERVICES
"Breaking the Shackles of Poverty through Service"
1313 Country Club Road, Hattiesburg, MS 39401

Utility Assistance Program

The following applicants listed below are eligible for the Utility Assistance Program. The Nineteen (19) individuals meet income & criteria eligibility (limited clientele) for the UAP Program.

Applicant	Servicer	Amount
[redacted] Edwards	Mississippi Power/93601-84022	$147.00
[redacted] Buckley	Mississippi Power/15891-83005	$172.00
[redacted] Armstong	Mississippi Power/15801-82146	$129.00
[redacted] Garner	Mississippi Power/27099-87077	$127.00
[redacted] Rich	Mississippi Power/5721182248	$200.00
[redacted] Amerson	Mississippi Power/16101-83000	$146.20
[redacted] Kidd	Mississippi Power/91801-82146	$200.00
[redacted] Scott	Mississippi Power/12021-82064	$118.19
[redacted] Bryant	Mississippi Power/99990-52031	$200.00
[redacted] Barnes	Mississippi Power/08761-84039	$71.17
[redacted] McDougle	Mississippi Power/31834-05015	$95.90
[redacted] Crosby	Mississippi Power/46291-81008	$200.00
[redacted] McSwain	Mississippi Power/00998-14356	$152.00
[redacted] Travis	Mississippi Power/50131-84109	$170.00
[redacted] Walker	Mississippi Power/63332-41255	$108.71
[redacted] Smith	Mississippi Power/58091-83109	$100.00
[redacted] Knight	Mississippi Power/34971-83046	$200.00
[redacted] Ratliff	Mississippi Power/33081-83014	$200.00
[redacted] Gholar	Mississippi Power/21051-82118	$67.72
		$2,804.89

"Breaking the Shackles of Poverty through Services"

INVOICE
REIMBURSEMENT

Breakthrough Community Services, Inc.
1313 Country Club Road
Hattiesburg, MS 39401
P 601-582-3475
F 601-582-0149

BILL TO:
Community Development Division
P. O. Box 1898
Hattiesburg, MS 39403-1898

Project	Agency Project	Invoice	Date
Public Service Grant	Utility Assistance Program	4	June 25, 2026

Quantity	Description	Unit Price	Total
1	Utility Assistance Program	1	$1,119.04
			$1,119.04

Make all checks payable to **Breakthrough Community Services, Inc.**

THANK YOU FOR YOUR BUSINESS!

RECEIVED 6/25/26

Utility Assistance Program

The following applicants listed below are eligible for the Utility Assistance Program. The six (8) individuals meet income & criteria eligibility (limited clientele) for the UAP Program.

Applicant	Servicer	Amount
[redacted] McFarland	Mississippi Power/62211-80049	$200.00
[redacted] Neapollioun	Mississippi Power/29282-47127	$200.00
[redacted] Plump	Mississippi Power/84781-84128	$88.81
[redacted] Watts	Mississippi Power/65391-83078	$126.89
[redacted] Jones	Mississippi Power/75481-82008	$107.34
[redacted] Rawls	Mississippi Power/07401-82076	$97.00
[redacted] Armstrong	Mississippi Power/83941-84133	$99.00
[redacted] Randolph	Mississippi Power/42991-84057	$200.00
		$1,119.04

Invoice

Remit To:
Terracon Consultants, Inc.
PO Box 959673
St. Louis, MO 63195
P (800) 593-7777
Terracon.com

To: **City of Hattiesburg MS**
C/O: Community Development Division
Kendrick Laster
PO Box 1898
Hattiesburg MS
39403

Invoice No.:	13593
Invoice Date:	07/01/2026
Terms:	NET 30
Due Date:	07/31/2026
For the Period:	06/30/2026 - 06/30/2026

Contract Name: EB247261-City of Hattiesburg Radon Testing Services
Contract Description: 815 Grace Avenue
400 S 22nd Avenue
704 Walnut Street
725 Grace Avenue
927 Luther Street

Description of Services

Other

Event Description	Amount
400 S 22nd Avenue	$3,255.00
704 Walnut Street	$3,075.00
725 Grace Avenue	$3,195.00
815 Grace Avenue	$3,255.00
927 Luther Street	$3,135.00
Subtotal Events:	**$15,915.00**
Invoice Subtotal:	**$15,915.00**
Sales Tax:	**$0.00**
Invoice Total:	**$15,915.00**

Statement of Account:

Contract Amount:	$150,000.00
Amount Previously Billed:	$117,660.00
Total Due this Invoice Date:	$15,915.00
Total Billed:	$133,575.00
Payments to Date:	$116,760.00
Total Due:	$16,815.00

Payment Instructions

Beneficiary Name: Terracon Consultants, Inc.
Remittance Email: AcctRec@Terracon.com

Payment Type	Bank Name	Address	Account Number	Routing Number
ACH	Bank of America	1200 Main St. Kansas City, MO 64105	010161023798	081000032
Wire	Bank of America	1200 Main St. Kansas City, MO 64105	010161023798	026009593
Mailed Check	US Bank	PO Box 959673 St. Louis, MO 63195-9673		
Online Payment Options	US Bank	https://www.terracon.com/payment-options/		
Overnight Check	US Bank	Attn: Accounts Receivable 10841 S Ridgeview Rd Olathe, KS 66061		

EB247261 City of Hattiesburg LeadSafe Program and Radon Sampling

815 Grace Avenue

Mobilization/Demobilization	$350	x 2 Each	$700
Radon Samples	$60.00 per sample	X 8 samples	$480
Radon Sampling Services	$500 per house	X 1 Each	$500
Per Diem	$100 per diem	X 1 Day(s)	$100
Reporting Services	$900 per house	X1 Each	$900

Program Coordination and Project Management			
Administrative	$90	x1 Hours	$90
Program Manager	$175	x1 Hours	$175
Project Industrial Hygienist	$155	x2 Hours	$310

400 S 22nd Avenue

Mobilization/Demobilization	$350	x 2 Each	$700
Radon Samples	$60.00 per sample	X 8 samples	$480
Radon Sampling Services	$500 per house	X 1 Each	$500
Per Diem	$100 per diem	X 1 Day(s)	$100
Reporting Services	$900 per house	X1 Each	$900

Program Coordination and Project Management			
Administrative	$90	x1 Hours	$90
Program Manager	$175	x1 Hours	$175
Project Industrial Hygienist	$155	x2 Hours	$310

704 Walnut Street

Mobilization/Demobilization	$350	x 2 Each	$700
Radon Samples	$60.00 per sample	X 5 samples	$300
Radon Sampling Services	$500 per house	X 1 Each	$500
Per Diem	$100 per diem	X 1 Day(s)	$100
Reporting Services	$900 per house	X1 Each	$900

Program Coordination and Project Management			
Administrative	$90	x1 Hours	$90
Program Manager	$175	x1 Hours	$175
Project Industrial Hygienist	$155	x2 Hours	$310

725 Grace Avenue

Mobilization/Demobilization	$350	x 2 Each	$700
Radon Samples	$60.00 per sample	X 7 samples	$420
Radon Sampling Services	$500 per house	X 1 Each	$500
Per Diem	$100 per diem	X 1 Day(s)	$100
Reporting Services	$900 per house	X1 Each	$900

Program Coordination and Project Management			
Administrative	$90	x1 Hours	$90
Program Manager	$175	x1 Hours	$175
Project Industrial Hygienist	$155	x2 Hours	$310

927 Luther Street

Mobilization/Demobilization	$350	x 2 Each	$700
Radon Samples	$60.00 per sample	X 6 samples	$360
Radon Sampling Services	$500 per house	X 1 Each	$500
Per Diem	$100 per diem	X 1 Day(s)	$100
Reporting Services	$900 per house	X1 Each	$900

Program Coordination and Project Management			
Administrative	$90	x1 Hours	$90
Program Manager	$175	x1 Hours	$175
Project Industrial Hygienist	$155	x2 Hours	$310

Memorandum

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

From:

cc:

Date: **Tuesday, July 7, 2026**

Re: **Approve plans and specifications for the Tipton Street Lighting Project and authorize advertisement for bids.**
File Number: 2026-533
Minute Book #

Summary

Recommendation Statement

Please place this on the July 7, 2026 City Council meeting for consideration.

Memorandum

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

From: **Marybeth Bergin, Director of Transportation and Engineering**

cc:

Date: **Tuesday, July 7, 2026**

Re: **Approve plans and specifications for the Gordon's Creek Linear Park - River District Project and authorize advertisement for bids.**
File Number: 2026-534
Minute Book #

Summary
Approve plans and specifications for the Gordon's Creek Linear Park - River District Project and authorize advertisement for bids.

Recommendation Statement
I recommend approval of this item.

Please place this on the July 7, 2026 City Council meeting for consideration.

Contract Documents And Technical Specifications
FOR

GORDON'S CREEK LINEAR PARK
RIVER DISTRICT
MISSISSIPPI OUTDOOR STEWARDSHIP TRUST FUND

FOR THE

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
Forrest County

JULY 2026

Prepared By

NEEL-SCHAFFER
Solutions you can build upon

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GORDON'S CREEK LINEAR PARK - RIVER DISTRICT
Hattiesburg, MS

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TECHNICAL SPECIFICATIONS

THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION, MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2017 EDITION, SECTIONS 200-800 ARE THE GOVERNING TECHNICAL SPECIFICATIONS FOR THIS PROJECT AND ARE INCLUDED AS IF ATTACHED HEREIN.

SPECIAL PROVISION 907-234-1 SILT FENCE
SPECIAL PROVISION 907-618-12 TRAFFIC CONTROL MANAGEMENT
SPECIAL PROVISION 907-708-4 CONCRETE PIPE

APPENDICES

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ADVERTISEMENT FOR BIDS

GORDON'S CREEK LINEAR PARK - RIVER DISTRICT
CITY OF HATTIESBURG, MISSISSIPPI

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, until 10:00 A.M., Local Time, Thursday, **August 13, 2026** for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. Work includes construction of sidewalks, pedestrian bridges, and landscaping elements. When bids are submitted electronically, the same requirements for submitting sealed bids shall apply. Electronic bids shall be submitted online at www.hattiesburgmsbids.com and shall include a document representing the cover of the envelope containing the aforementioned criteria.

A Pre-bid Conference will be held Thursday, July 30, 2026 at 9:00 a.m. at City Hall, 200 Forrest Street, Hattiesburg, Mississippi, 39401. All interested Contractors and Subcontractors are encouraged to attend.

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

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

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

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

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

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

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

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

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

The Engineer is Neel-Schaffer, Inc., 704 Hardy Street, Hattiesburg, Mississippi 39401; Phone No. (601) 545-1565, Email: dustin.gatlin@neel-schaffer.com.

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

BY: _____
Kermas Eaton, City Clerk
City of Hattiesburg, Mississippi

DATES OF PUBLICATION:

July 15, 2026

July 22, 2026

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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EJCDC® C-200, Instructions to Bidders for Construction Contract.
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ARTICLE 1—DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.

2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.

2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

3.01 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:

A. For all bids submitted in excess of $50,000, Bidder shall write its current Mississippi Board of Contractors Certificate of Responsibility Number on the exterior of the sealed bid envelope in order to be opened and considered.

B. Bidder's Mississippi Board of Contractors Certificate of Responsibility Classification for this project shall be **Highway Street and Bridge Construction.** Bidder's Classification shall be written on the exterior of the sealed bid envelope along with the Certificate of Responsibility Number in order to be opened and considered.

C. Out of state Bidders, licensed in the State of Mississippi, shall include with their bid package a copy of their resident state's current preference law, if any, pertaining to such state's treatment of nonresident contractors. Failure to do so shall result in Bidder's proposal being rejected and not considered. If the Bidder's resident state does not have a preference law, the Bidder shall submit a letter stating such from an officer of the court.

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D. Owner hereby notifies all Bidders that it will affirmatively insure that disadvantaged and women's enterprises will be afforded the full opportunity to bid on and be considered for award of any contracts associated with this project and will not be discriminated against on the grounds of race, color, or national origin.

3.02 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

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

ARTICLE 4—PRE-BID CONFERENCE

4.01 A Pre-bid Conference will be held Thursday, July 30, 2026 at 9:00 a.m. at City Hall, 200 Forrest Street, Hattiesburg, Mississippi, 39401. All interested Contractors and Subcontractors are encouraged to attend.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 *Site and Other Areas*

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:

a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.

b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.

c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.

d. Technical Data contained in such reports and drawings.

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2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Other Site-related Documents*

A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:

1. **None**

5.04 *Site Visit and Testing by Bidders*

A. Bidder is encouraged to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.

B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.

D. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

E. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

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5.06 *Other Work at the Site*

A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.

B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.

7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:

A. **Dustin Gatlin, PE**
Neel-Schaffer, Inc.
704 Hardy Street
Hattiesburg, MS 39401
dustin.gatlin@neel-schaffer.com

7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.

7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five (5) percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and

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in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.

8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.

9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective

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Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

11.02 Subcontractor's proposed for subcontracts for all or any portion of the construction exceeding $50,000 are required to have a current Certificate of Responsibility Number issued by the Mississippi Board of Contractors and such subcontractors shall hold Classifications required for those portions of the work that they will be performing. A listing of all such subcontractors along with their Certificate Number and Classification(s) shall be provided with the Bidder's proposal.

11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

ARTICLE 12—PREPARATION OF BID

12.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.

12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.

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12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.

12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.

12.06 A Bid by an individual must show the Bidder's name and official address.

12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.

12.08 All names must be printed in ink below the signatures.

12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.

12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.

ARTICLE 13—BASIS OF BID

13.01 *Unit Price*

A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 14—SUBMITTAL OF BID

14.01 The Bidding Documents include the Bid Form, and, if required, the Bid Bond Form. Bidders shall submit a bound copy of the Bidding Documents intact. Stripped bids will not be considered. The Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form. If bids are submitted electronically, Bidder shall scan in the entire Bidding Documents and submit the same.

14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, Bidder's Certificate of Authority (for Bids exceeding $50,000), Bidder's Certificate of Authority Classification, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed

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envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.

14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.

15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.

18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.

18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of

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the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.

18.05 *Evaluation of Bids*

A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

C. For determination of the apparent low Bidder(s) when sectional bids are submitted, Bids will be compared on the basis of the aggregate of the Bids for separate sections and the Bids for combined sections that result in the lowest total amount for all of the Work.

D. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

E. For the determination of the apparent low Bidder when cost-plus-fee bids are submitted, Bids will be compared on the basis of the Guaranteed Maximum Price set forth by Bidder on the Bid Form.

18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any),

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and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.

19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21—SALES AND USE TAXES: NOT USED.

ARTICLE 22—CONTRACTS TO BE ASSIGNED: NOT USED.

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BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

City of Hattiesburg, MS

200 Forrest Street

Hattiesburg, MS 39401

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors if their portion of the project exceeds $50,000. Include their Certificate of Responsibility and Classification;

C. Contractor's Certificate of Responsibility and Classification written on the outside of the Bid envelope;

D. If the Bidder resides out of state, a copy of the Bidder's resident state law regarding preference, if any, pertaining to such state's treatment of non-resident contractors. If the Bidder's resident state does not have a preference law, the Bidder shall submit a letter stating such form an office of the court.

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Unit Price Bids*

Bidder will perform the following Work at the indicated unit prices on the following pages.

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BID SCHEDULE

PAY ITEM	DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
BASE BID					
GENERAL CONSTRUCTION ITEMS & TEMPORARY EROSION CONTROL					
201-A	CLEARING AND GRUBBING	LS	1	$	$
202-B	REMOVAL OF TREES	EA	5	$	$
203-A	UNCLASSIFIED EXCAVATION, FM, AH	CY	250	$	$
203-EX	BORROW EXCAVATION, FM, AH, CLASS B9-10	CY	3000	$	$
203-G	EXCESS EXCAVATION, FM, AH	CY	1000	$	$
211-B	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	CY	400	$	$
213-A	AGRICULTURAL LIMESTONE	TON	6	$	$
213-B	COMBINATION FERTILIZER (13-13-13)	TON	3	$	$
213-D	AMMONIUM NITRATE	TON	0.30	$	$
214-A	SEEDING	AC	3	$	$
215-A	VEGETATIVE MATERIALS FOR MULCH	TON	6	$	$
216-B	SOLID SODDING, CENTIPEDE	SY	1810	$	$
234-A	TEMPORARY SILT FENCE	LF	2500	$	$
237-A	WATTLES, 20"	LF	400	$	$
304-G	SIZE 610 CRUSHED STONE	CY	200	$	$
907-242	BOARDWALK STRUCTURE	SF	280	$	$
601-B	CLASS B STRUCTURAL CONCRETE, MINOR STRUCTURES	CY	28	$	$
602-A	REINFORCING STEEL	LBS	2000	$	$
603-CE	22" x 13" CONCRETE ARCH PIPE	LF	96	$	$
603-CF	22" x 13" CONCRETE ARCH PIPE END SECTION	EA	8	$	$
608-A	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	SY	3060	$	$
618-A	MAINTENANCE OF TRAFFIC	LS	1	$	$
620-A	MOBILIZATION	LS	1	$	$
699-A	CONSTRUCTION STAKING	LS	1	$	$
699-C	AS-BUILT CONSTRUCTION SURVEY	LS	1	$	$

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BID SCHEDULE

PAY ITEM	DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
	BRIDGE ITEMS				
221-A001	CONCRETE PAVED DITCH	CY	2.09	$	$
803-A001	TEST PILE	EA	2	$	$
803-D006	HP14x73 STEEL PILING	LF	630	$	$
907-804-A002	PILE RESTRIKE	EA	2	$	$
907-809-A002	BRIDGE CONCRETE CLASS "AA"	CY	24	$	$
805-A001	REINFORCEMENT	LBS	3367	$	$
907-809-A003	RETAINING WALL SYSTEM, MECHANICALLY STABLIZED	SF	318	$	$
907-821-A001	120' PREFABRICATED PEDESTRIAN BRIDGE	EA	1	$	$
	LANDSCAPING ITEMS				
211-C	TOPSOIL, CONTRACTOR FURNISHED	4	CY	$	$
230-B1	TREE PLANTING, DAWN REDWOOD	6	EA	$	$
230-B2	TREE PLANTING, 'DURA HEAT' RIVER BIRCH	6	EA	$	$
230-B3	TREE PLANTING, 'FLAME' RED MAPLE	6	EA	$	$
230-B4	TREE PLANTING, 'MOON GLOW' SWEETBAY MAGNOLIA	16	EA	$	$
230-B5	TREE PLANTING, TULIP POPLAR	11	EA	$	$
230-B6	TREE PLANTING, SYCAMORE	8	EA	$	$
232-A	FERTILIZER TABLET, 21 GRAM	159	EA	$	$
233-C	PINE STRAW MULCH, BALE	27	EA	$	$
233-A	TREE BARK MULCH, SOIL CONDITIONER	2	SY	$	$
230-D	BED PREPARATION	600	SF	$	$

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BID SCHEDULE

PAY ITEM	DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
	IRRIGATION ITEMS				
282-A	SPRINKLER HEAD, 1812-PRS	17	EA	$	$
282-B	PIPING, 1" DIAMETER (LATERAL)	350	LF	$	$
282-B	PIPING, 1" DIAMETER (MAIN)	200	LF	$	$
282-C	SLEEVE, 4" DIAMETER (MIN)	16	LF	$	$
282-G	ELECTRIC CONTROLLER, 4 STATION	1	EA	$	$
282-H	ELECTRIC CONTROL VALVE, 1"	1	EA	$	$
282-I	BACKFLOW PREVENTER, 2" (WITH ENCLOSURE)	1	EA	$	$
282-PP	HOSE BIB, PER PLANS	1	EA	$	$
	MISC ITEMS				
630-PP1	INTERPRETIVE SIGNS	5	EA	$	$
				SUBTOTAL BASE BID	$

EJCDC® C 410, Bid Form for Construction Contract.
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BID SCHEDULE

PAY ITEM	DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
	ADD ALTERNATE NO. 1				
	GENERAL CONSTRUCTION ITEMS & TEMPORARY EROSION CONTROL				
201-A	CLEARING AND GRUBBING	LS	1	$	$
202-B	REMOVAL OF TREES	EA	1	$	$
203-A	UNCLASSIFIED EXCAVATION, FM, AH	CY	100	$	$
203-EX	BORROW EXCAVATION, FM, AH, CLASS B9-10	CY	250	$	$
203-G	EXCESS EXCAVATION, FM, AH	CY	50	$	$
211-B	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	CY	100	$	$
213-A	AGRICULTURAL LIMESTONE	TON	2	$	$
213-B	COMBINATION FERTILIZER (13-13-13)	TON	1	$	$
213-D	AMMONIUM NITRATE	TON	0.1	$	$
214-A	SEEDING	AC	1	$	$
215-A	VEGATATIVE MATERIALS FOR MULCH	TON	2	$	$
216-B	SOLID SODDING, CENTIPEDE	SY	100	$	$
234-A	TEMPORARY SILT FENCE	LF	250	$	$
237-A	WATTLES, 20"	LF	200	$	$
608-A	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	SY	130	$	$
699-A	CONSTRUCTION STAKING	LS	1	$	$
699-C	AS-BUILT CONSTRUCTION SURVEY	LS	1	$	$
	BRIDGE ITEMS				
803-A001	TEST PILE	EA	2	$	$
803-D006	HP14x73 STEEL PILING	LF	665	$	$
907-804-A002	PILE RESTRIKE	EA	2	$	$
907-809-A002	BRIDGE CONCRETE CLASS "AA"	CY	24	$	$
805-A001	REINFORCEMENT	LBS	3367	$	$
907-821-A001	140' PREFABRICATED PEDESTRIAN BRIDGE	EA	1	$	$

SUBTOTAL ADD ALTERNATE NO. 1 $

SUBTOTAL BASE BID PLUS ADD ALTERNATE NO. 1 $

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A. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 The Work will be substantially complete within **305 Calendar Days** after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **335 Calendar Days** after the date when the Contract Times commence to run. An additional **30 Calendar Days** will be added if Additive Alternate No. 1 is awarded.

4.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.

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2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

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2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
    a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
    b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
    c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
    d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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BIDDER hereby submits this Bid as set forth above:

Bidder:

_____

(typed or printed name of organization)

By: _____

(individual's signature)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Date: _____

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____

(individual's signature)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Date: _____

(typed or printed)

Address for giving notices:

_____

_____

Bidder's Contact:

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Phone: _____

Email: _____

Address:

_____

_____

_____

Bidder's Contractor License No.: (if applicable) _____

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BID BOND (PENAL SUM FORM)

Bidder Name: Address *(principal place of business)*:	**Surety** Name: Address *(principal place of business)*:
Owner Name: **City of Hattiesburg, MS** Address *(principal place of business)*: **200 Forrest Street** **Hattiesburg, MS 39401**	**Bid** Project *(name and location)*: **Gordon's Creek Linear Park – River District** Bid Due Date:
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder *(Full formal name of Bidder)*	Surety *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title:	Title:
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

EJCDC® C-430, Bid Bond (Penal Sum Form).
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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
    3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
    3.2. All Bids are rejected by Owner, or
    3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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NOTICE OF AWARD

Date of Issuance:			
Owner:	City of Hattiesburg	Owner's Project No.:	
Engineer:	Neel-Schaffer, Inc.	Engineer's Project No.:	NS.19831
Project:	Gordon's Creek Linear Park – River District		
Contract Name:	Gordon's Creek Linear Park – River District		
Bidder:			
Bidder's Address:			

You are notified that Owner has accepted your Bid dated **[date]** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

[Describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is $**[Contract Price]**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

[Number of copies sent] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **[number of copies sent]** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **[Describe other conditions that require Successful Bidder's compliance]**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Hattiesburg, MS**

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

Copy: Engineer

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AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Hattiesburg, MS** ("Owner") and **[name of contracting entity]** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Gordon's Creek Linear Park – River District**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Gordon's Creek Linear Park – River District**

ARTICLE 3—ENGINEER

3.01 The Owner has retained **Dustin Gatlin, PE of Neel-Schaffer, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

4.01 A. The Work will be substantially complete within **305 Calendar Days** after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **335 Calendar Days** after the date when the Contract Times commence to run. An additional **30 Calendar Days** will be added if Additive Alternate No. 1 is awarded.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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1. *Substantial Completion:* Contractor shall pay Owner $**750** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **$750.00** for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. Total of Lump Sum Amounts and Unit Price Work (subject to final Unit Price adjustment) $**[number]**.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **95** percent of the value of the Work completed (with the balance being retainage).

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B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
    a. Performance bond (together with power of attorney).
    b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual (copy of list attached).

6. Drawings (not attached but incorporated by reference) consisting of __ sheets with each sheet bearing the following general title: **Gordon's Creek Linear Park – River District**.

7. Addenda (numbers **[number]** to **[number]**, inclusive).
8. Exhibits to this Agreement (enumerated as follows):
    a. **None**
9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.
    e. Warranty Bond, if any.

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B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

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8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **[indicate date on which Contract becomes effective]** (which is the Effective Date of the Contract).

Owner:	Contractor:
_____ *(typed or printed name of organization)*	_____ *(typed or printed name of organization)*
By: _____ *(individual's signature)*	By: _____ *(individual's signature)*
Date: _____ *(date signed)*	Date: _____ *(date signed)*
Name: _____ *(typed or printed)*	Name: _____ *(typed or printed)*
Title: _____ *(typed or printed)*	Title: _____ *(typed or printed)*
	*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: _____ *(individual's signature)*	Attest: _____ *(individual's signature)*
Title: _____ *(typed or printed)*	Title: _____ *(typed or printed)*
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____
_____	_____
Designated Representative:	Designated Representative:
Name: _____ *(typed or printed)*	Name: _____ *(typed or printed)*
Title: _____ *(typed or printed)*	Title: _____ *(typed or printed)*
Address:	Address:
_____	_____
_____	_____
_____	_____
Phone: _____	Phone: _____
Email: _____	Email: _____
*(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*	License No.: _____ *(where applicable)*
	State: _____

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NOTICE TO PROCEED

Owner:	City of Hattiesburg, MS	Owner's Project No.:	
Engineer:	Neel-Schaffer, Inc.	Engineer's Project No.:	NS.19831
Contractor:		Contractor's Project No.:	
Project:	**Gordon's Creek Linear Park – River District**		
Contract Name:	**Gordon's Creek Linear Park – River District**		
Effective Date of Contract:			

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **[date Contract Times are to start]** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement: **[Select one of the following two alternatives, insert dates or number of days, and delete the other alternative.]**

The date by which Substantial Completion must be achieved is **[date for Substantial Completion, from Agreement]**, and the date by which readiness for final payment must be achieved is **[date for readiness, from Agreement]**.

[or]

The number of days to achieve Substantial Completion is **[number of days, from Agreement]** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of **[date, calculated from commencement date above]**; and the number of days to achieve readiness for final payment is **[number of days, from Agreement]** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of **[date, calculated from commencement date above]**.

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

Owner:	**City of Hattiesburg, MS**
By *(signature)*:	
Name *(printed)*:	
Title:	
Date Issued:	

Copy: Engineer

EJCDC® C-550, Notice to Proceed.
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PERFORMANCE BOND

Contractor	**Surety**
Name:	Name:
Address *(principal place of business)*:	Address *(principal place of business)*:
Owner	**Contract**
Name: **City of Hattiesburg, MS**	Description *(name and location)*:
Mailing address *(principal place of business)*:	**Gordon's Creek Linear Park – River District**
200 Forrest Street	
Hattiesburg, MS 39401	Contract Price:
	Effective Date of Contract:

Bond

Bond Amount:

Date of Bond:

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____	_____
(Full formal name of Contractor)	*(Full formal name of Surety) (corporate seal)*
By: _____	By: _____
(Signature)	*(Signature)(Attach Power of Attorney)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____
Attest: _____	Attest: _____
(Signature)	*(Signature)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

EJCDC® C-610, Performance Bond.
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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:

    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;

    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

    5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

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5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

   7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

   7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

   7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

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statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **None**

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PAYMENT BOND

Contractor	**Surety**
Name:	Name:
Address *(principal place of business)*:	Address *(principal place of business)*:
Owner	**Contract**
Name: **City of Hattiesburg, MS**	Description *(name and location)*: **Gordon's Creek Linear Park – River District**
Mailing address *(principal place of business)*: **200 Forrest Street Hattiesburg, MS 39401**	Contract Price:
	Effective Date of Contract:

Bond

Bond Amount:

Date of Bond:

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____	_____
(Full formal name of Contractor)	*(Full formal name of Surety) (corporate seal)*
By: _____	By: _____
(Signature)	*(Signature)(Attach Power of Attorney)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____
Attest: _____	Attest: _____
(Signature)	*(Signature)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond will arise after the following:

    5.1. Claimants who do not have a direct contract with the Contractor

        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).

    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

    7.2. Pay or arrange for payment of any undisputed amounts.

    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

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8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

        16.1.1. The name of the Claimant;

        16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

        16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

        16.1.4. A brief description of the labor, materials, or equipment furnished;

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16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18. Modifications to this Bond are as follows: **None**

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CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	City of Hattiesburg, MS	Owner's Project No.:	
Engineer:	Neel-Schaffer, Inc.	Engineer's Project No.:	NS.19831
Contractor:		Contractor's Project No.:	
Project:	**Gordon's Creek Linear Park – River District**		
Contract Name:	**Gordon's Creek Linear Park – River District**		

This ☐ Preliminary ☐ Final Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

[Describe the portion of the work for which Certificate of Substantial Completion is issued]

Date of Substantial Completion: **[Enter date, as determined by Engineer]**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☐ None ☐ As follows:

[List amendments to Owner's Responsibilities]

Amendments to Contractor's Responsibilities: ☐ None ☐ As follows:

[List amendments to Contractor's Responsibilities]

The following documents are attached to and made a part of this Certificate:

[List attachments such as punch list; other documents]

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

EJCDC® C-625, Certificate of Substantial Completion.
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NOTICE OF ACCEPTABILITY OF WORK

Owner:	City of Hattiesburg, MS	Owner's Project No.:	
Engineer:	Neel-Schaffer, Inc.	Engineer's Project No.:	NS.19831
Contractor:		Contractor's Project No.:	
Project:	**Gordon's Creek Linear Park – River District**		
Contract Name:	**Gordon's Creek Linear Park – River District**		
Notice Date:		Effective Date of the Construction Contract:	

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

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

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

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requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

d. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

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recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.

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

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

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

32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

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33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

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

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

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

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

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

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

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

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43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

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

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

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

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

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1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

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

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

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

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

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

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

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F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

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

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

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

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

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into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

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

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

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

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

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ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

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

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

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

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

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

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inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

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

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

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

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B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

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

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

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

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

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established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.

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D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.

3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

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

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

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

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

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

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and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

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

5.03 *Subsurface and Physical Conditions*

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

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and

3. Technical Data contained in such reports and drawings.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

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

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

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

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5.04 *Differing Subsurface or Physical Conditions*

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

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

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

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

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

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Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

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

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

c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;

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3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

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or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

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

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

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of construction to be employed by Contractor, and safety precautions and programs incident thereto;

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

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

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

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conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

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Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

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Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

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L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

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4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

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Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

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6.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

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

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B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

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

7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

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

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

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

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

4) is not objectionable to Owner.

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

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

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

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

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

    a. will certify that the proposed substitute item will:

        1) perform adequately the functions and achieve the results called for by the general design;

        2) be similar in substance to the item specified; and

        3) be suited to the same use as the item specified.

    b. will state:

        1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

        2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

        3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

    c. will identify:

        1) all variations of the proposed substitute item from the item specified; and

        2) available engineering, sales, maintenance, repair, and replacement services.

    d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

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

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

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E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

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H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

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

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

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

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

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

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7.09 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

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

7.11 *Laws and Regulations*

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

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

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

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7.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

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

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

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

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

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I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

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3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

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document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

   a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

   b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

   c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

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d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

6. The issuance of a notice of acceptability by Engineer;

7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or

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9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

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D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

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E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

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B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

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9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

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ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

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E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

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ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

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B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

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1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;

b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;

c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and

f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

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11.08 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

    a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

    b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

    The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

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Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

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and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

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2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

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

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

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

5. Other costs consisting of the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

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consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

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g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

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

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:

a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:

1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.

2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

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Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

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thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

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D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

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losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

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or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

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establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

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4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

    a. to supervise, direct, or control the Work;

    b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

    c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

    d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

    e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

    a. the Work is defective, requiring correction or replacement;

    b. the Contract Price has been reduced by Change Orders;

    c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

    d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

    e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

    a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

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b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

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submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

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significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

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d. a list of all duly pending Change Proposals and Claims; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

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appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
2. correct such defective Work;
3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

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F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

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attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

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provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

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18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, “Paragraph SC-4.05.”

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No suggested Supplementary Conditions in this Article.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Copies of Documents*

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

A. Owner shall furnish to Contractor **one** printed copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.05 *Delays in Contractor’s Progress*

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. *Weather-Related Delays*

a. If “abnormal weather conditions” as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.

b. The existence of abnormal weather conditions will be determined as set forth in Article 11:

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ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 *Subsurface and Physical Conditions*

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
None		**[Identify Technical Data]**

F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
None		**[Identify Technical Data]**

G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents at **[location]** during regular business hours, or may request copies from Engineer.

5.06 *Hazardous Environmental Conditions*

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data
None		**[Identify Technical Data]**

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
None		**[Identify Technical Data]**

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ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).

2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

6.02 *Insurance—General Provisions*

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

6.03 *Contractor's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following: **None**

E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	**Policy limits of not less than:**
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory

F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,

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2. damages insured by reasonably available personal injury liability coverage, and

3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.

   a. Such insurance must be maintained for three years after final payment.

   b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Severability of interests and no insured-versus-insured or cross-liability exclusions.

4. Underground, explosion, and collapse coverage.

5. Personal injury coverage.

6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).

2. Any exclusion for water intrusion or water damage.

3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.

4. Any exclusion of coverage relating to earth subsidence or movement.

5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).

6. Any limitation or exclusion based on the nature of Contractor's work.

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7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	**$1,000,000**
Products—Completed Operations Aggregate	$**1,000,000**
Personal and Advertising Injury	$**1,000,000**
Bodily Injury and Property Damage—Each Occurrence	$**1,000,000**

J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	$**1,000,000**
Each Accident	$**1,000,000**
Property Damage	
Each Accident	$**1,000,000**

K. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	**$5,000,000**
General Aggregate	**$5,000,000**

L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of **$5,000,000** after accounting for partial attribution of its limits to underlying policies, as allowed above.

M. *Contractor's Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of

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pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	$**N/A**
General Aggregate	$**N/A**

N. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	**$1,000,000**
Annual Aggregate	**$1,000,000**

6.04 *Builder's Risk and Other Property Insurance*

SC-6.04 Delete Section 6.04.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:

1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

3. *Liaison*

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a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.

b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.

4. *Review of Work; Defective Work*

a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.

b. Observe whether any Work in place appears to be defective.

c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.

5. *Inspections and Tests*

a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.

b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.

6. *Payment Requests:* Review Applications for Payment with Contractor.

7. *Completion*

a. Participate in Engineer's visits regarding Substantial Completion.

b. Assist in the preparation of a punch list of items to be completed or corrected.

c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

d. Observe whether items on the final punch list have been completed or corrected.

D. The RPR will not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.

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5 Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11—CHANGES TO THE CONTRACT

11.08 *Change of Contract Times*

SC-11.08 Add the following new paragraphs immediately after Paragraph 11.08.C:

C. In addition to the requirements of Paragraph 4.05 of the General Conditions, rainstorms which are encountered in the project area on a regular and seasonal basis do not constitute an abnormal weather condition.

Determining regular and seasonal rainfall amounts is based on historical rainfall data for events greater than 0.10 inches plus an approximate amount of assumed wet conditions resulting from these. Isolated rainfall events less than 0.10 inches are not considered as an impact to construction activities. The following table provides weather impact days per month which will be considered as regular and seasonal rainfall for the project area.

Historical Rainfall Data												
Month	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Average Rain Days	8	8	8	7	7	8	8	8	6	4	5	8

The frequency of rain and weather impact days during the project must exceed the averages shown in the table to be considered as abnormal. The weather impact delays shall be compared on a monthly basis.

ARTICLE 12—CLAIMS

No suggested Supplementary Conditions in this Article.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.03 *Unit Price Work*

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

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a. the extended price of a particular item of Unit Price Work amounts to **five** percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than **25** percent from the estimated quantity of such item indicated in the Agreement; and

b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCCEPTANCE OF DEFECTIVE WORK

No suggested Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 Progress Payments

SC 15.01.B DELETE Paragraph 15.01.B.1 in its entirety and INSERT the following in its place:

1. The **CONTRACTOR'S** partial payment period shall end on the last day of each month. The **CONTRACTOR** shall submit acceptable Application for Payment to the **ENGINEER** by the date indicated on the payment schedule as supplied to **CONTRACTOR** by **ENGINEER** provided that the amount due on completed work is at least $500.00. The partial payment request shall be filled out and signed by the **CONTRACTOR** covering the work completed as of the date of the request and accompanied by such supporting documentation as is required by the Contract Documents and also as the **ENGINEER** may reasonably require. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include in any monthly estimate advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site, the Application for Payment shall also be accompanied by such data, satisfactory to **OWNER**, as will establish **OWNER'S** title to the material and equipment and protect **OWNER'S** title to the material and equipment and protect **OWNER'S** interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of **CONTRACTOR** stating that all previous progress payments received on account of the Work have been applied to discharge in full all of **CONTRACTOR'S** obligations reflected in prior Applications for Payment.

SC 15.01.B DELETE Paragraph 15.01.B.4 in its entirety and INSERT the following in its place:

4. After each monthly estimate has been approved, the **OWNER** shall pay to the **CONTRACTOR** 95 percent of the amount of said estimate. From the total value of each estimate there will be

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deducted an amount equivalent to 5 percent of the whole as a retainage to be held by the **OWNER**. The monthly estimates will be approximate only and subject to correction in any subsequent estimate rendered following discovery of the error. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include any monthly advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work.

SC 15.01.B ADD the following new paragraphs immediately after Paragraph 15.01.B.4:

5. Subsequent to discovery of any defective or questionable work, an amount equal to the estimated value of such work will be deducted from the next current estimate. The sum will not be included in a subsequent estimate until the defects have been remedied to the ENGINEER'S satisfaction.

6. The OWNER reserves the right to withhold payment of any monthly estimate that becomes due if, in the opinion of the OWNER'S Attorney, such action is warranted because of any breach of the Contract Provisions or malfeasance on the part of the CONTRACTOR or because the progress or the quality of the work is unsatisfactory and does not comply with the Plans and Specifications.

SC 15.01.D AMEND the language in the first sentence of Paragraph 15.01.D.1 to read as follows:

CHANGE the language from “Ten days,” to “60 days”.

15.06 *Final Payment*

SC 15.06.E DELETE Paragraph 15.01.B.4 in its entirety and INSERT the following in its place:

If the Application and accompanying documentation are appropriate as to form and substance, **OWNER** shall, within 60 days after receipt thereof, pay **CONTRACTOR** the amount recommended by **ENGINEER**.

15.07 *Waiver of Claims*

SC 15.07 DELETE this article in its entirety.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No suggested Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

17.01 *Methods and Procedures*

SC17.01.B DELETE Paragraph 17.01.B.2 in its entirety.

17.03 *Attorneys’ Fees*

SC-17.01 Add the following new paragraph immediately after Paragraph 17.01.

17.02 *Attorneys’ Fees*

A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys’ fees incurred in the final resolution proceedings, in an

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equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

ARTICLE 18—MISCELLANEOUS

No suggested Supplementary Conditions in this Article.

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CHANGE ORDER NO.: [Number of Change Order]

Owner:	City of Hattiesburg, MS	Owner's Project No.:	
Engineer:	Neel-Schaffer, Inc.	Engineer's Project No.:	NS.19831
Contractor:		Contractor's Project No.:	
Project:	**Gordon's Creek Linear Park – River District**		
Contract Name:	**Gordon's Creek Linear Park – River District**		
Date Issued:		Effective Date of Change Order:	

The Contract is modified as follows upon execution of this Change Order:

Description:

[Description of the change]

Attachments:

[List documents related to the change]

Change in Contract Price	**Change in Contract Times [State Contract Times as either a specific date or a number of days]**
Original Contract Price: $ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. **[Number of previous Change Order]**: $ _____	**[Increase] [Decrease]** from previously approved Change Orders No.1 to No. **[Number of previous Change Order]**: Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: $ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: $ _____	**[Increase] [Decrease]** this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: $ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

	Recommended by Engineer (if required)	Authorized by Owner
By:	_____	_____
Title:	_____	_____
Date:	_____	_____

	Authorized by Owner	Approved by Funding Agency (if applicable)
By:	_____	_____
Title:	_____	_____
Date:	_____	_____

EJCDC® C-941, Change Order.
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MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-234-1 **CODE: (SP)**

DATE: 10/13/2021

SUBJECT: Silt Fence

Section 234, Silt Fence, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-234.02--Materials. Delete the first paragraph of Subsection 234.02 on page 181, and substitute the following.

Materials used in silt fence and super silt fence may be accepted by certification per Subsection 700.05.1. Geotextile fabric, posts, staples and woven wire backing, when required, shall meet the requirements of Subsection 714.13.

907-234.05--Basis of Payment. Add the "907" prefix to the pay items listed on page 183.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-708-4 **CODE: (SP)**

DATE: **09/21/2021**

SUBJECT: **Concrete Pipe**

Section 708, Non-Metal Structures and Cattlepasses, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-708.02--Concrete Pipe.

907-708.02.1--Materials for Use in Concrete Pipe.

907-708.02.1.2--Fly Ash. Delete Subsection 708.02.1.2 on page 758, and substitute the following.

Fly ash conforming to the requirements of Subsection 714.05 may be used to replace hydraulic cement on a one to one replacement rate. If a type IL cement conforming to the requirements of Subsection 701.04 is used, the fly ash replacement shall not exceed 35% by weight of the cement. For all other Types of cement, the fly ash replacement rate shall not exceed 25% by weight of hydraulic cement.

907-708.02.3--Exceptions to AASHTO Standard Specifications. After Subsection 708.02.3.7 on page 760, add the following.

907-708.02.3.8--Lifting Device. In lieu of lift holes, the producer may cast an approved lifting device in the pipe during the manufacturing process. Should a lifting device be included with the pipe, the Contractor shall cut off or grind down the lifting device flush with the pipe surface after placement of the pipe. The area around the lifting device shall be coated with a sealer approved by the Engineer.

907-708.02.5--Reinforced Concrete Pipe. Delete the second paragraph in Subsection 708.02.5 on page 760, and substitute the following.

907-708.02.5.1--Class V Pipe With Diameter 54 Inches and Greater. Class V pipe with diameters of 54 inches and larger shall meet the requirements of AASHTO M 170 or M 242 as modified by Subsection 708.02 and herein.

Appendix A

Geotechnical Investigation

BURNS COOLEY DENNIS, INC.

GEOTECHNICAL AND MATERIALS ENGINEERING CONSULTANTS

Corporate Office
551 Sunnybrook Road
Ridgeland, MS 39157
Phone: (601) 856-9911
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Mailing Address
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Jackson, MS 39236

www.bcdgeo.com

Materials Laboratory
278 Commerce Park Drive
Ridgeland, MS 39157
Phone: (601) 856-2332
Fax: (601) 856-3552

December 22, 2025

Cindy Rich, P.E.
Neel-Schaffer, Inc.
4450 Old Canton Road, Suite 100
Jackson, Mississippi 39211

BCD Project No. 250504

Geotechnical Exploration
Proposed Pedestrian Bridge
Hattiesburg, Mississippi

Dear Mrs. Rich:

Submitted here is the report of our geotechnical exploration for the above-captioned project. The report includes descriptions of field and laboratory explorations, engineering analyses, and our recommendations.

We appreciate the opportunity to be of service. If you should have any questions concerning this report, please do not hesitate to call us.

Very truly yours,

BURNS COOLEY DENNIS, INC.

Amber Templeton Reeb

Amber Templeton Reeb, P.E.

Marcos V. F. Rodrigues

Marcos V. F. Rodrigues, P.E.



MR/ATR/khb
Copy Submitted: (via e-mail)
Attachment

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1.0 INTRODUCTION AND PURPOSE

1.1 Project Description

Plans are being made for the construction of one (1) pedestrian bridge across Gordons Creek in Hattiesburg, Mississippi. We understand that the proposed bridge will be a single-span truss type with a total length of approximately 150 ft. Plans are to support the new bridge on driven concrete piles, steel H-piles or steel pipe piles. Structural details for the bridge have not been developed at this time. No grading plans have been indicated at this time, but it appears likely that no significant grading earthwork effort would be required. Evaluation of the stability of the existing and proposed slopes is not included in our scope of work.

1.2 Purposes

The specific purposes of this exploration were:

1) to explore subsurface soil conditions at accessible locations near the abutments of the bridge;

2) to evaluate pertinent physical properties of the soils encountered in the borings by means of visual examination of the soil samples in the laboratory and tests performed on selected representative samples; and,

3) based on the results of the analyses, to provide recommendations for the geotechnical-related aspects of design and construction for the bridge foundations.

2.0 FIELD EXPLORATION

2.1 General

The subsurface soil conditions at the project site were explored by means of two (2) soil borings made to an exploration depth of 100 ft at accessible locations near the abutments of the bridge. The approximate locations of the borings are shown on Figure 1 of this report.

All soils were classified in general accordance with the Unified Soil Classification System. A synopsis of the Unified Soil Classification System is presented on Figure 2 along with symbols and terminology typically utilized on graphical soil boring logs. Graphical logs of the borings are presented on Figures 3 and 4. The graphical logs illustrate the types of soil and

stratification encountered with depth below the existing ground surface at each boring location. Approximate GPS coordinates for the boring locations as determined by our drilling personnel using a hand-held device are shown at the bottom of the graphical logs within the “Comments” section. Ground elevations at the boring locations were not determined.

2.2 Drilling and Sampling Methods

Borings 1 and 2 were initially advanced to depths of about 11 ft and 10 ft, respectively, by dry augering, and then extended to completion using rotary wash procedures. Relatively undisturbed samples of soils encountered in the borings were obtained by pushing a 3-in. OD Shelby tube sampler approximately 2 ft into the soil. The Shelby tube samples were obtained within the depth intervals illustrated as shaded rectangle-shaped symbols under the "Samples" column of the graphic boring logs. Representative disturbed samples of soil were obtained by driving a standard 2-in. OD split-spoon sampler 18 in. into the soil with a 140-lb hammer falling freely a distance of 30 in. The depths at which split-spoon samples were taken are indicated by crossed-slashed symbols under the "Samples" column of the graphic boring logs. The number of blows required to drive the split-spoon sampler each 6-in. increment (total of 18 in. of penetration) is recorded under the " SPT (N_{60})" column of the graphic boring logs. An automatic hammer was used for SPT testing. The standard penetration test (SPT) blows required to penetrate the last foot (sum of the second and third blow count values) is considered the N_{60} value after applying a correction factor for hammer energy. The N_{60} values are plotted as a small circled “x” in the data section of the graphic boring logs. The Shelby tube and/or split-spoon samples were obtained at approximate 3-ft to 5-ft depth intervals to a depth of 50 ft and at 10-ft depth intervals thereafter.

A disturbed auger cutting sample was taken near the ground surface in each boring location. The depths at which the auger cutting samples were taken are illustrated as small I-shaped symbols under the "Samples" column of the graphic boring logs.

2.3 Field Classification and Sample Preservation

All soils encountered during drilling were examined and classified in the field by a geotechnical engineering technician. Each undisturbed Shelby tube sample was extruded from the sampling tube in the field. An approximate 6-in. long portion of each Shelby tube sample was

sealed with melted paraffin in a cylindrical cardboard container to prevent moisture loss and structural disturbance. An additional portion of each Shelby tube sample, representative portions of the split-spoon samples and the auger cutting sample were sealed in jars to provide material for visual examination and testing in the laboratory. Unless other disposition is requested, we routinely discard soil samples after about six months of storage.

2.4 Groundwater Observations and Borehole Abandonment

Observations were made continuously during auger drilling to detect free water entering the open boreholes. A note pertaining to groundwater observations is included in the lower portion of the graphic boring logs. In compliance with Mississippi Department of Environmental Quality (MDEQ) regulations, the boreholes were filled with cement-bentonite grout after completion of drilling and sampling.

3.0 LABORATORY TESTING

3.1 General

All of the soil samples were examined in the laboratory by a geotechnical engineer and tests were performed on selected samples to verify field classifications and to assist in evaluating the strengths, classifications and volume change properties of the soils encountered. The types of laboratory tests performed are described in the following paragraphs.

3.2 Strength Properties

The undrained shear strength characteristics of the soils encountered in the borings were investigated by means of visual estimates of consistency, from the result of calibrated standard penetration test and from the results of unconsolidated undrained (UU) triaxial compression tests performed on selected undisturbed Shelby tube samples. The cohesions resulting from the UU triaxial compression tests are plotted as small open triangles in the data section of the graphic boring logs. The water content and dry density were also determined for each UU triaxial compression test specimen. The water contents are plotted as small shaded circles in the data section of the graphic boring logs. The dry densities are tabulated to the nearest lb per cu ft under the “Dry Density” column of the logs.

3.3 Classification Tests

The classifications and volume change properties of the fine-grained soils encountered in the borings were investigated by means of Atterberg liquid and plastic limit tests. The results of the liquid and plastic limit tests are plotted as small crosses interconnected by dashed lines in the data section of the graphic boring logs. In accordance with the Unified Soil Classification System, fine-grained soils are classified as either clays or silts of low or high plasticity based on the results of Atterberg limit tests. The numerical difference between the liquid limit and plastic limit is defined as the plasticity index (PI). The magnitudes of the liquid limit and plasticity index and the proximity of the natural water content to the plastic limit are indicators of the potential for a fine-grained soil to shrink or swell upon changes in moisture content or to consolidate under loading. The proximity of the natural water content to the plastic limit is also an indicator of soil strength.

The classifications of soils consisting predominantly of sand or containing some sand were investigated by means of sieve analyses performed on selected samples from the borings. The results of the sieve analyses are presented as grain-size distribution curves. The percentages of fines resulting from both the sieve tests are tabulated in the far-right column in the data section of the graphic boring logs. The results of the sieve analyses are presented in the appendix.

3.4 Water Content Tests

Additional water content tests were performed on samples to corroborate field classifications and to extend the usefulness of the strength, plasticity data and SPT blow count data. The results of the water content tests are plotted as small shaded circles in the data section of the graphic boring logs. The water content data have been interconnected on the logs to illustrate a continuous profile with depth.

3.5 Soluble Sulfate Tests

Laboratory testing was performed on five (5) selected samples from the borings to determine the percent of soluble sulfate by mass. The test results indicate low concentrations of sulfates. Results of the tests to determine soluble sulfate are presented in the following table:

Soluble Sulfate Conditions (Soils)		
Boring No.	Depth Interval	Sulfate (SO4), % by mass
1	4.5' – 6'	<0.05
1	38.5' – 40'	<0.05
1	98' – 100'	<0.05
2	18' – 20'	<0.05
2	78.5' – 80'	<0.05

4.0 GENERAL SOIL AND GROUNDWATER CONDITIONS

4.1 General

Subsurface soils encountered within the 100-ft exploration depth of the borings made for this exploration consist of sands (SC, SP, and SP-SM), clayey silts (ML), sandy clays (CL), silty clays (CL), and clays (CH). A discussion of the general subsurface stratification and groundwater conditions revealed by the borings and a description of the physical properties of the soil types encountered are provided in the following subsections. The graphical logs and profile should be referred to for the specific soil conditions encountered at each boring location. The individual graphic boring logs are presented in Figures 3 and 4, and a generalized soil profile is presented on Figure 5.

4.2 Soil Conditions

The ground surface at the location of Boring 1 was found to be underlain by clayey sands (SC) and sand (SP) to a depth of about 12 ft. Slightly silty sands (SP-SM) were encountered within the approximate depth intervals of 27 ft to 88 ft at Boring 1 and 23 ft to 96 ft at Boring 2. The sands (SC, SP and SP-SM, and SM) are characterized as loose to very dense and are considered have low-moderate to high strength and low to low-moderate compressibility. The sands (SC, SP, and SP-SM) have no shrink/swell potential.

The ground surface at the location of Boring 2 was found to be underlain by sandy clays (CL) to a depth of about 6 ft. Silty clays (CL) were encountered within the approximate depth of 12 ft to 23 ft at Boring 2. The sandy clays (CL) and silty clays (CL) are classified as very stiff with respect to consistency and are considered to have high strength and low compressibility. The sandy clays (CL) and silty clays (CL) are considered to have low shrink/swell potential.

Clayey silts (ML) were encountered within the approximate depth of 12 ft to 23 ft at Boring 1. The clayey silts (ML) are characterized as medium dense and are considered have moderate strength and low compressibility. The clayey silts (ML) have no shrink/swell potential.

Clays (CH) were encountered within the approximate depth interval of 23 ft to 27 ft and from a depth of about 88 ft to the 100-ft termination depth of Boring 1, and from a depth of about 96 ft to the 100-ft termination depth of Boring 2. The clays (CH) are classified very stiff and hard with respect to consistency and are considered to have high strength and low compressibility. The clays (CH) are considered to be expansive with moderate to high shrink/swell potential.

4.3 Groundwater Conditions

Free water was not encountered during auger drilling for the borings. Due to interference from drilling mud, accurate measurement of groundwater could not be made below approximate depths ranging from 10 ft to 11 ft at the boring locations. In our opinion, groundwater conditions at the site will primarily be influenced by rainfall, surface drainage, and by the rise and fall of water levels in the Gordons Creek. Groundwater conditions at the site can also be influenced by man-made changes. Soils which did not exhibit free water during the short time period of drilling may exhibit water seepage at other times during construction and within excavations that remain open for an extended period of time or that are permanent. Surficial soils can become saturated and weak to relatively shallow depths during periods of prolonged and heavy rainfall.

5.0 ANALYSES AND RECOMMENDATIONS

5.1 General

We understand that the proposed bridge will be a single-span truss type with a total length of approximately 150 ft. Plans are to support the new bridge on driven concrete piles, steel H-piles or steel pipe piles. Subsurface soil conditions considered in the design analyses were developed from the exploratory borings and laboratory testing programs described previously in this report. A general description of the analyses performed and our guideline recommendations for design and construction of the bridge foundations are provided in the following subsections.

5.2 Bridge

5.2.1 Design Shear Strength Parameters. Design shear strength parameters for the soils were then developed based on the results of the standard penetration tests supplemented by the results of UC and UU triaxial compression tests, visual estimates of consistency, and our experience with similar soils.

5.2.2 Pile Capacity Computations. Pile compression and tension capacity computations were performed using the API RP 2A (American Petroleum Institute) Method as coded in the computer program APILE v.2019. The axial load capacity of an individual pile consists of a combination of skin friction acting along the perimeter of the pile and point bearing at the tip. Skin friction developed in fine-grained soils is represented as adhesion which is a function of the cohesion and pile type. In cohesionless soils, the skin friction is a function of the effective stress normal to the pile and the pile-soil friction angle. Point bearing at the pile tip is computed using the general bearing capacity equation developed by Terzaghi and appropriate bearing capacity factors.

Compression pile capacity curves were developed for prestressed concrete piles (16-in. and 18-in.), steel H-piles (HP12X53 and HP14X73) and steel pipe piles (18 in., 24-in. and 30-in.). The results of the analyses are presented as plots of the nominal (ultimate) pile resistance versus depth on Figures 6, 7 and 8. The nominal pile resistances do not include a resistance factor. An appropriate resistance factor should be applied to the nominal (ultimate) values presented on pile capacity curves. Structural capacity determination of the piles and lateral analyses are not in our scope for this exploration. Scour was not considered in our analyses. If significant scour is anticipated, we should be contacted to provide revised capacity curves.

5.2.3 Test Pile, Dynamic Load Testing, and Resistance Factors. We recommend a minimum of two test piles (one at each abutment bent) be driven to evaluate pile capacities and drivability, **prior to ordering the production piles**. The test pile lengths should be selected considering the estimated pile capacities and the anticipated driving resistance. The test piles can be driven at permanent pile locations. If predrilling is to be performed for production piles, predrilling should also be performed for the test piles.

Dynamic pile load testing (PDA) could be performed on the test piles. The results of the dynamic pile load tests should be used to establish driving criteria for the production piles. Dynamic pile load testing should be performed in accordance with Section 803 of the Mississippi Standard Specifications for Road and Bridge Construction. The embedment length of the piles may be reduced or increased based on the PDA evaluation. **All testing should be performed prior to ordering production piles in case the design lengths change due to the testing.**

In accordance with FHWA Standards, the resistance factor should correspond with the type of load testing to be performed at the project site. A resistance factor of 0.65 can be used to determine required penetrations of driven piles provided an appropriate number of dynamic pile tests are performed.

It is our understanding that the design tip elevations for the piles might be based on a lower resistance factor to reduce the potential for delays in ordering production piles. A resistance factor of 0.50 can be used if a wave equation analysis is performed and hammer performance is confirmed in the field. Alternately, a resistance factor of 0.40 can be used if the pile capacities are verified by the FHWA-modified Gates dynamic pile formula.

5.2.4 Pile Design and Installation. Driven steel H-piles, steel pipe piles and concrete piles are considered viable foundation alternatives for the bridge site. However, driving refusal for the concrete piles, could occur at penetrations of 10 ft to 15 ft into the very dense sands (SP-SM). The very dense sands (SP-SM) were encountered at depths of 33 ft to 58 ft below the existing ground surface at the boring locations. If refusal occurs at depths shallower than the required minimum depths, then predrilling will be required to achieve additional penetration. Driven piles should be constructed in accordance with Section 803-Deep Foundations of the Mississippi Standard Specifications for Road and Bridge Construction.

The pile capacity curves presented in this report do not reflect the effects of predrilling. As described in FHWA-HI-96-033, Design and Construction of Driven Pile Foundations, the use of predrilling will result in greater soil disturbance than considered in standard static pile capacity calculations. Some field studies have reported that a decrease in side resistance over the predrilled depth can range from 50 to 85 percent of that calculated without predrilling. If predrilling is necessary, the axial capacities indicated by the curves should be reduced by unit values of reduction that can be provided upon request or dynamic load testing can be performed

during construction to more accurately determine the nominal (ultimate) capacity of the piles after predrilling. Predrilling should not be used within 5 ft of the final tip elevation of the piles.

5.2.5 Liquefaction Potential Assessment. Based on the boring information and Section 10.5.4.2 Liquefaction Design Requirements of the AASHTO LRFD Bridge Design Specifications, liquefaction of the foundations soils is not considered a factor in the design at the proposed bridge site.

5.2.6 Seismic Site Classification. Soil shear wave velocity data are not available for the bridge site. The site class was determined from undrained shear strength and from the results of calibrated SPT blow count data in accordance with definitions provided in Table 3.10.3.1-1 of the AASHTO LRFD Bridge Design Specifications. We recommend that a **Site Class D** be utilized to determine the site coefficient and spectral response acceleration for this bridge site. The site is classified as within **Seismic Zone 1** per Table 3.10.6-1.

The acceleration design response spectrum was developed using the computer program "AASHTO Seismic Design Parameters" version 2.10 developed by the U.S. Geological Survey. The recommended design values are presented below in tabular and graphic format.

Conterminous 48 States
2007 AASHTO Bridge Design Guidelines
AASHTO Spectrum for 7% PE in 75 years
Latitude = 33.09720
Longitude = - 89.279389

Spectral Response Accelerations SDs and SD1
As = FpgaPGA, SDs = FaSs, and SD1 = FvS1

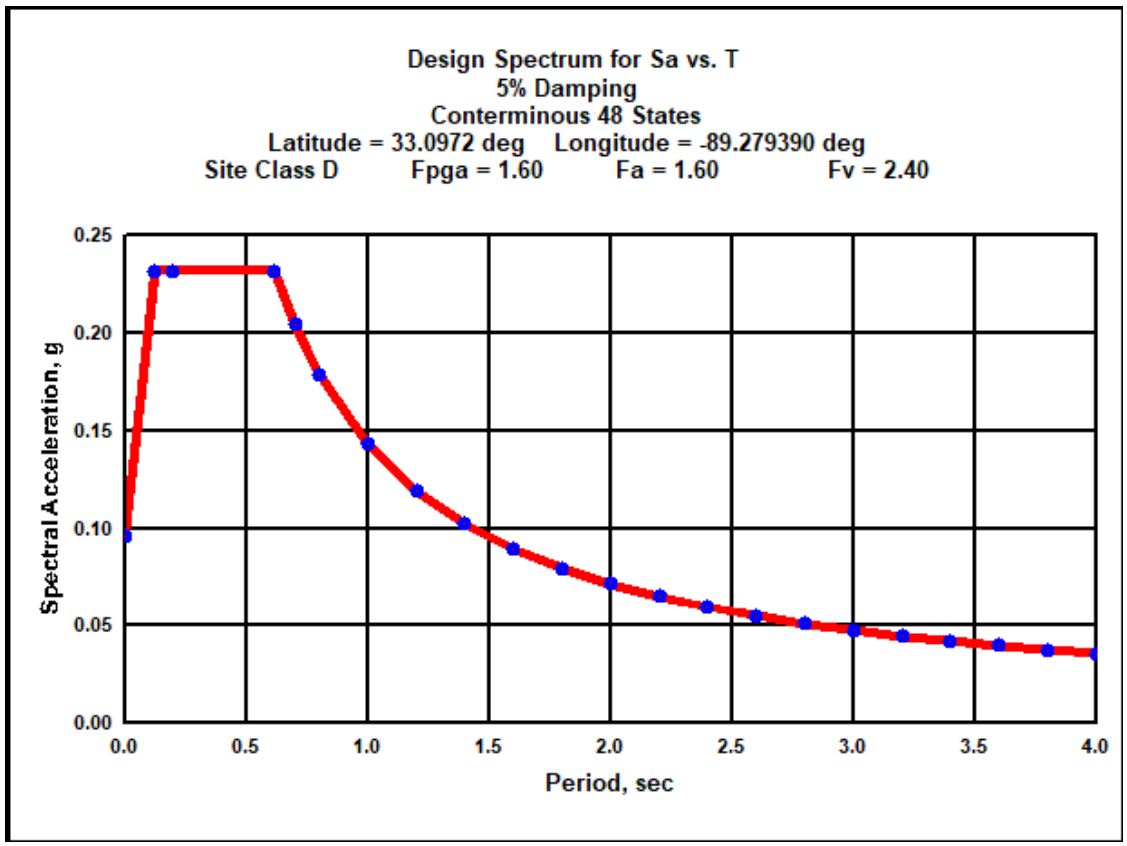
Site Class D - Fpga = 1.60, Fa = 1.60, Fv = 2.40

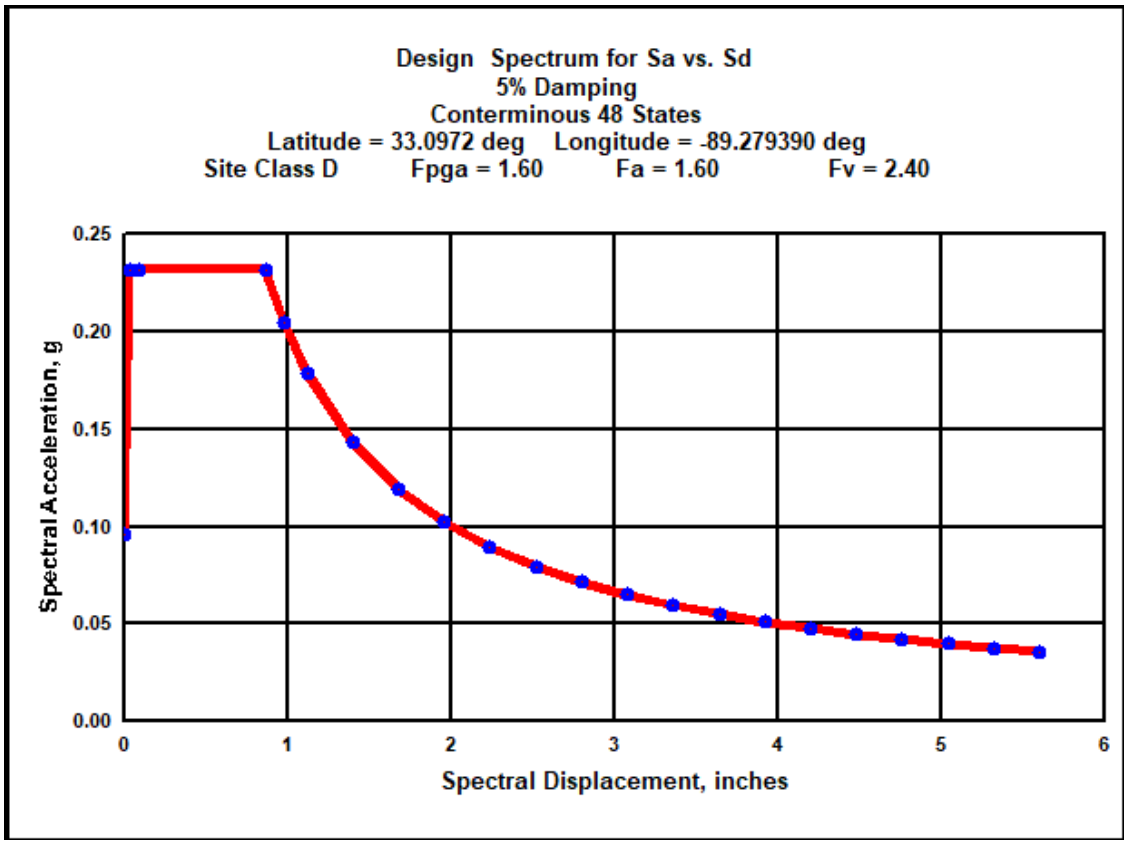
Data are based on a 0.05 deg grid spacing.

Period (sec)	Sa (g)		
0.0	0.096	As,	Site Class D
0.2	0.232	SDs,	Site Class D
1.0	**0.143**	**SD1,**	**Site Class D: Seismic Zone 1**

Data are based on a 0.05 deg grid spacing.

Period (sec)	Sa (g)	Sd in.	
0.000	0.096	0.000	T = 0.0, Sa = As
0.123	0.232	0.035	
0.200	0.232	0.091	T = 0.2, Sa = SDs
0.617	0.232	0.864	T = Ts, Sa = SDs
0.700	0.205	0.980	
0.800	0.179	1.120	
1.000	0.143	1.399	T = 1.0, Sa = SD1
1.200	0.119	1.679	
1.400	0.102	1.959	
1.600	0.090	2.239	
1.800	0.080	2.519	
2.000	0.072	2.799	
2.200	0.065	3.079	
2.400	0.060	3.359	
2.600	0.055	3.639	
2.800	0.051	3.918	
3.000	0.048	4.198	
3.200	0.045	4.478	
3.400	0.042	4.758	
3.600	0.040	5.038	
3.800	0.038	5.318	
4.000	0.036	5.598	


Design Spectrum for Sa vs. T
5% Damping
Conterminous 48 States
Latitude = 33.0972 deg Longitude = -89.279390 deg
Site Class D Fpga = 1.60 Fa = 1.60 Fv = 2.40
Spectral Acceleration, g
0.25
0.20
0.15
0.10
0.05
0.00
0.0
0.5
1.0
1.5
2.0
2.5
3.0
3.5
4.0
Period, sec


Design Spectrum for Sa vs. Sd
5% Damping
Conterminous 48 States
Latitude = 33.0972 deg Longitude = -89.279390 deg
Site Class D Fpga = 1.60 Fa = 1.60 Fv = 2.40
Spectral Acceleration, g
0.25
0.20
0.15
0.10
0.05
0.00
0
1
2
3
4
5
6
Spectral Displacement, inches

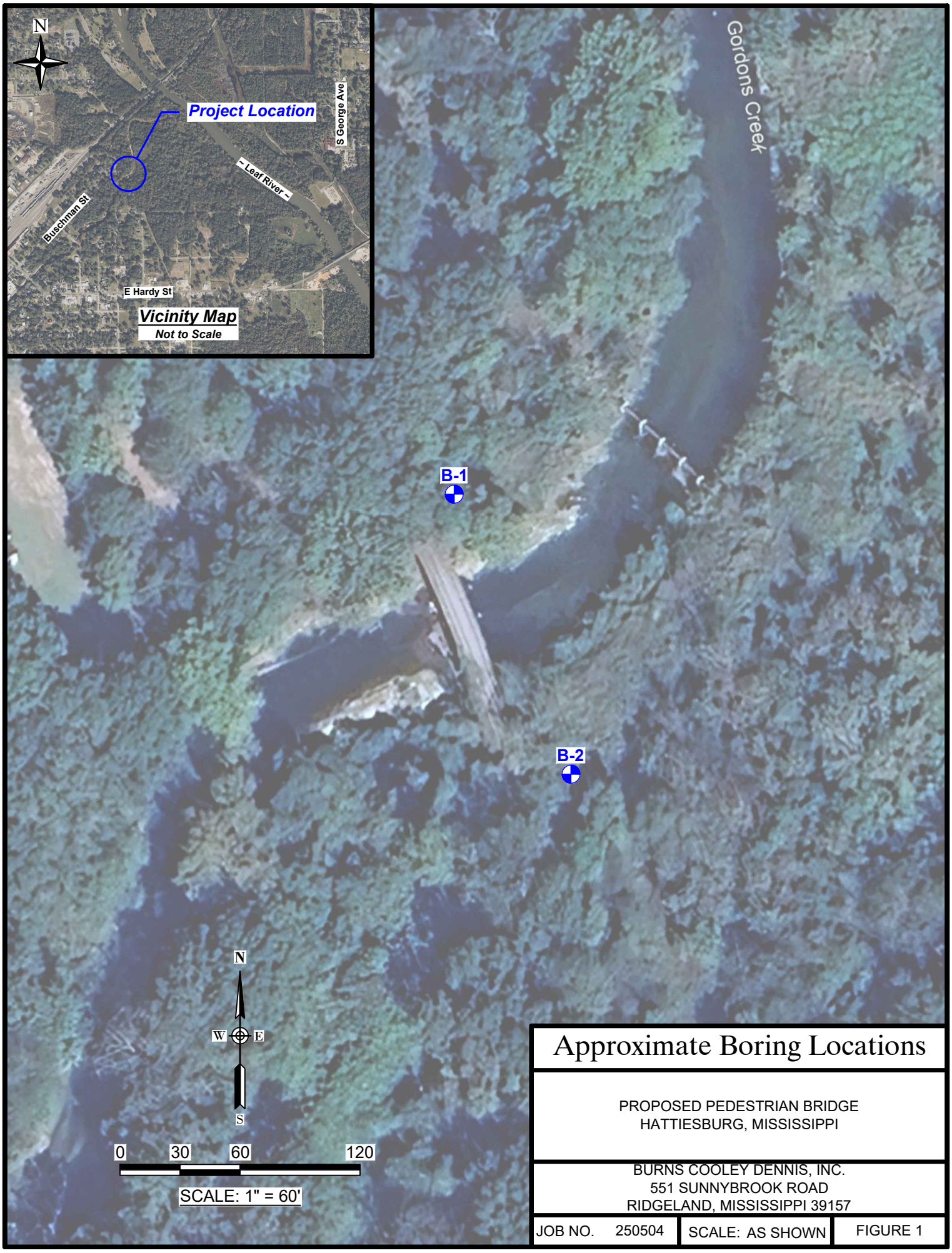
6.0 REPORT LIMITATIONS

The analyses, conclusions and recommendations included in this report are based on conditions as they existed at the time of our field exploration and further on the assumption that the exploratory boring is representative of subsurface conditions at the bridge site investigated. It should be noted that actual subsurface conditions between and beyond the borings might differ from those encountered at the boring locations. If subsurface conditions are encountered during construction that vary from those discussed in this report, Burns Cooley Dennis, Inc. should be notified immediately in order that we may evaluate the effects, if any, on design and construction.

Burns Cooley Dennis, Inc. should be retained for a general review of final design drawings and specifications. It is advised that we be retained to observe construction for the project in order to help confirm that our recommendations are valid or to modify them accordingly. Burns Cooley Dennis, Inc. cannot assume responsibility or liability for the adequacy of recommendations if we do not observe construction.

This report has been prepared for the exclusive use of Neel-Schaffer, Inc. for specific application to the geotechnical-related aspects of design and construction of one (1) pedestrian bridge across Gordons Creek in Hattiesburg, Mississippi. The only warranty made by us in connection with the services provided is we have used that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended.

FIGURES



Approximate Boring Locations

PROPOSED PEDESTRIAN BRIDGE
HATTIESBURG, MISSISSIPPI

BURNS COOLEY DENNIS, INC.
551 SUNNYBROOK ROAD
RIDGELAND, MISSISSIPPI 39157

JOB NO. 250504	SCALE: AS SHOWN	FIGURE 1

UNIFIED SOIL CLASSIFICATION SYSTEM

MAJOR DIVISIONS			SYMBOL & LETTER	DESCRIPTION
COARSE-GRAINED SOILS: More than half of material larger than No. 200 sieve size	GRAVELS: More than half of coarse fraction larger than No.4 sieve size	Clean Gravels (Little or no fines)	GW	WELL GRADED GRAVEL, GRAVEL-SAND MIXTURE
			GP	POORLY GRADED GRAVEL, GRAVEL-SAND MIXTURE
		Gravels with fines (Appreciable amount of fines)	GM	SILTY GRAVEL, GRAVEL-SAND-SILT MIXTURE
			GC	CLAYEY GRAVEL, GRAVEL-SAND-CLAY MIXTURE
	SANDS: More than half of coarse fraction smaller than No.4 sieve size	Clean Sands (Little or no fines)	SW	WELL GRADED SAND, GRAVELLY SAND
			SP	POORLY GRADED SAND, GRAVELLY SAND
		Sands with fines (Appreciable amount of fines)	SM	SILTY SAND, SAND-SILT MIXTURE
			SP-SM	SLIGHTLY SILTY SAND
			SC	CLAYEY SAND, SAND-CLAY MIXTURE
FINE-GRAINED SOILS: More than half of material smaller than No. 200 sieve size	SILTS AND CLAYS	Liquid limit less than 50	ML	SILT WITH LITTLE OR NO PLASTICITY
			ML	CLAYEY SILT, SILT WITH SLIGHT TO MEDIUM PLASTICITY
			ML	SANDY SILT
			CL	SILTY CLAY, LOW TO MEDIUM PLASTICITY
			CL	SANDY CLAY, LOW TO MEDIUM PLASTICITY (30% TO 50% SAND)
	SILTS AND CLAYS	Liquid limit greater than 50	MH	SILT, FINE SANDY OR SILTY SOIL WITH HIGH PLASTICITY
			CH	CLAY, HIGH PLASTICITY
			OH	ORGANIC CLAY OR SILT OF MEDIUM TO HIGH PLASTICITY
HIGHLY ORGANIC SOILS			PT	PEAT, HUMUS, SWAMP SOIL
SEDEMENTARY ROCK TYPES:			LS	LIMESTONE
			MARL	MARL

TERMS CHARACTERIZING SOIL STRUCTURE

Slickensided	- Clays with polished and striated planes created as a result of volume changes related to shrinking, swelling and/or changes in overburden pressure.
Fissured	- Clays with a blocky or jointed structure generally created by seasonal shrinking and swelling.
Laminated	- Composed of thin alternating layers of varying color and texture.
Calcareous	- Containing appreciable quantities of calcium carbonate.
Parting	- Paper thin (less than 1/8 inch).
Seam	- 1/8 inch to 3 inch thickness.
Layer	- Greater than 3 inches in thickness.

DENSITY AND CONSISTENCY

COARSE-GRAINED SOILS

DENSITY	PENETRATION RESISTANCE, N Blows per Foot
Very Loose	0 - 4
Loose	5 - 10
Medium Dense	11 - 30
Dense	31 - 50
Very Dense	>50

FINE-GRAINED SOILS

CONSISTENCY	COHESION Kips/Sq. Ft	PENETRATION RESISTANCE, N Blows per Foot
Very Soft	<0.25	0 - 1
Soft	0.25 - 0.50	2 - 4
Medium Stiff	0.50 - 1.00	5 - 8
Stiff	1.00 - 2.00	9 - 15
Very Stiff	2.00 - 4.00	16 - 30
Hard	>4.00	>30

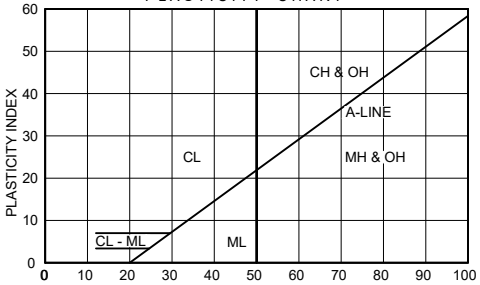
PARTICLE SIZE IDENTIFICATION

Cobbles	- Greater than 3 inches
Gravel	- Coarse - 3/4 inch to 3 inches Fine - 4.76 mm to 3/4 inch
Sand	- Coarse - 2 mm to 4.76 mm Medium - 0.42 mm to 2 mm Fine - 0.074 mm to 0.42 mm
Silt & Clay	- Less than 0.074 mm

RELATIVE COMPOSITION

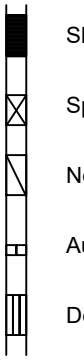
Slightly	5 - 15%
With	16 - 29%
Sandy	30 - 50%
(or Gravelly)	

PLASTICITY CHART



FOR CLASSIFICATION OF FINE GRAINED SOILS

SAMPLE TYPES
(Shown in Sample Column)



- Shelby Tube
- Split Spoon
- No Recovery
- Auger
- Dennison Barrel

CLASSIFICATION, SYMBOLS AND TERMS USED ON GRAPHICAL BORING LOGS

LOG OF BORING NO. 1

PROPOSED PEDESTRIAN BRIDGE
HATTIESBURG, MISSISSIPPI

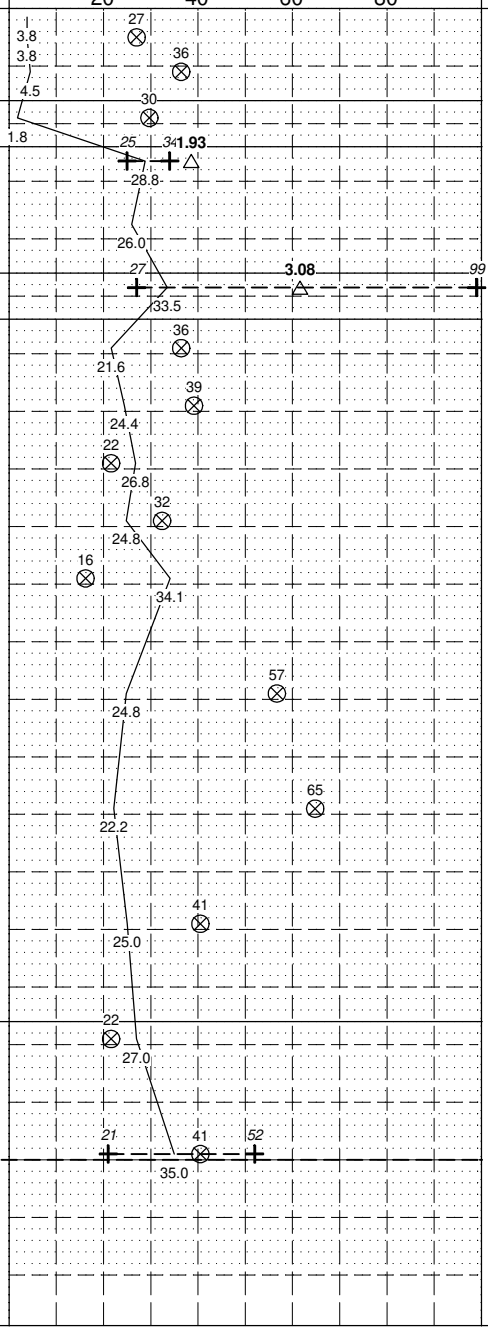
TYPE: 4" Short-flight auger to 11', then rotary wash to completion.

LOCATION: See Figure 1

SURFACE EL: ±ft

DEPTH, ft	DESCRIPTION OF MATERIAL	FIELD SPT DATA	DRY DENSITY LBS/CU FT	% PASSING NO. 200 SIEVE
0	Medium dense light gray clayey fine sand (SC)	6-9-11		48.0
5	- dense below 4'	6-12-15		
10	Medium dense fine to coarse sand (SP) with gravel	4-8-14		4.2
15	Medium dense tan and light gray clayey silt (ML)		94	
20	- slightly sandy below 18'			
25	Very stiff tan and light gray clay (CH), friable		86	
30	Dense tan and light gray fine sand (SP-SM), slightly silty	5-12-15		5.3
35		7-14-15		
40	- medium dense 38' - 43'	5-7-9		
45		8-11-13		
50	- medium dense, with clay seams 48' - 58'	3-5-7		9.3
55				
60	- with trace of gravel 58' - 68' - very dense 58' - 78'	10-17-25		
65				
70		17-23-25		
75				
80		7-13-17		6.4
85				
90	Very stiff tan and light gray clay (CH), slightly sandy	5-8-8		93.3
95				
100	- hard below 98'	10-14-16		
105				
110				

Note: SPT performed using a calibrated Auto-Hammer. An energy correction factor of 1.35 is applied to calculate the plotted N_{60} values.



BORING DEPTH: 100 ft

DATE: 10/07/25

COMMENTS: Borehole filled with cement-bentonite grout after completion of drilling and sampling.
GPS Coordinates
N 31° 19' 51.5"
W 89° 16' 45.8"

GROUNDWATER DATA: No free water encountered during auger drilling.

250504.GPJ

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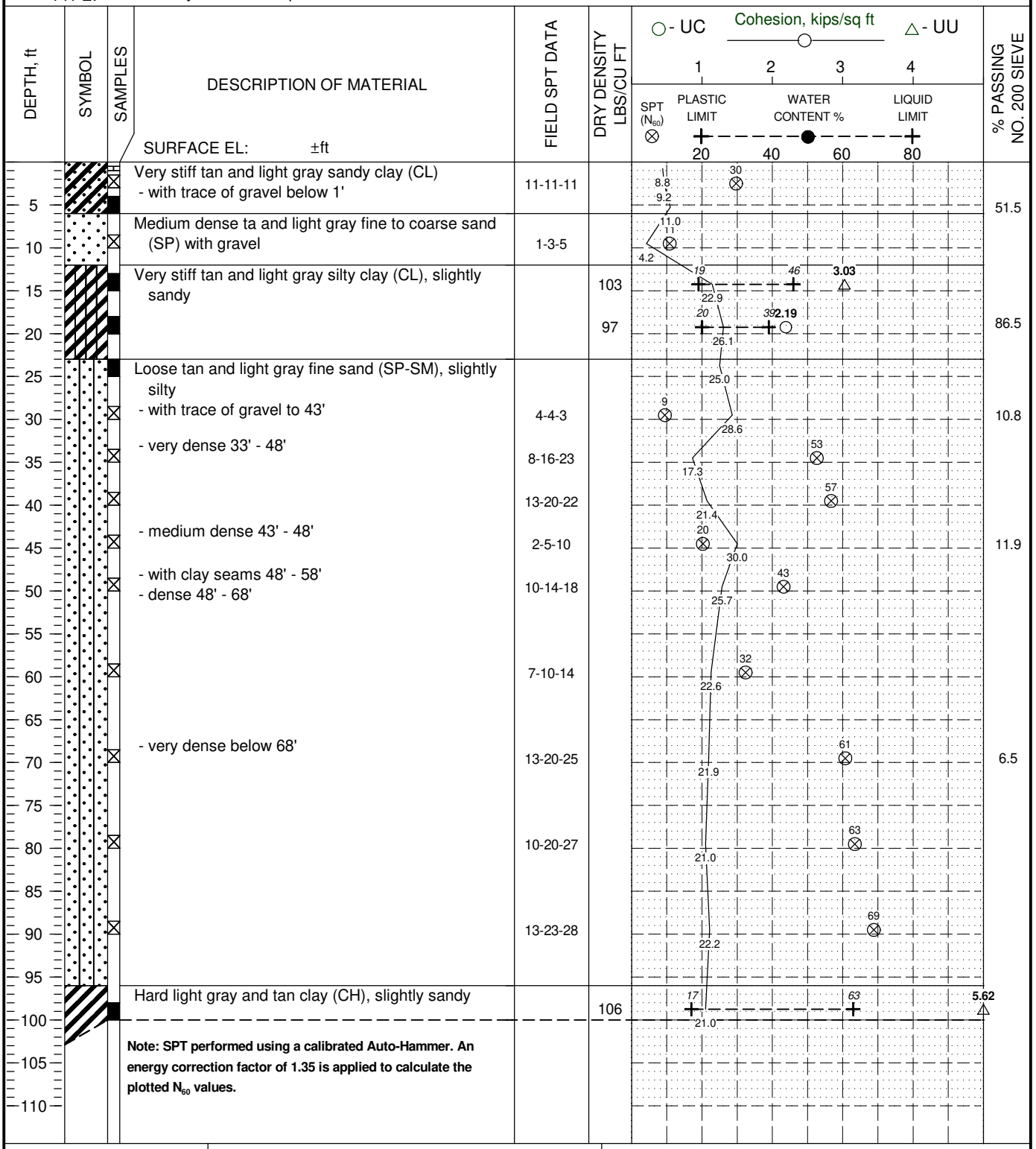
FIGURE 3

LOG OF BORING NO. 2

PROPOSED PEDESTRIAN BRIDGE
HATTIESBURG, MISSISSIPPI

TYPE: 4" Short-flight auger to 10', then rotary wash to completion.

LOCATION: See Figure 1



BORING DEPTH: 100 ft

DATE: 10/07/25

COMMENTS: Borehole filled with cement-bentonite grout after completion of drilling and sampling.
GPS Coordinates
N 31° 19' 50.1"
W 89° 16' 45.1"

GROUNDWATER DATA: No free water encountered during auger drilling.

250504.GPJ

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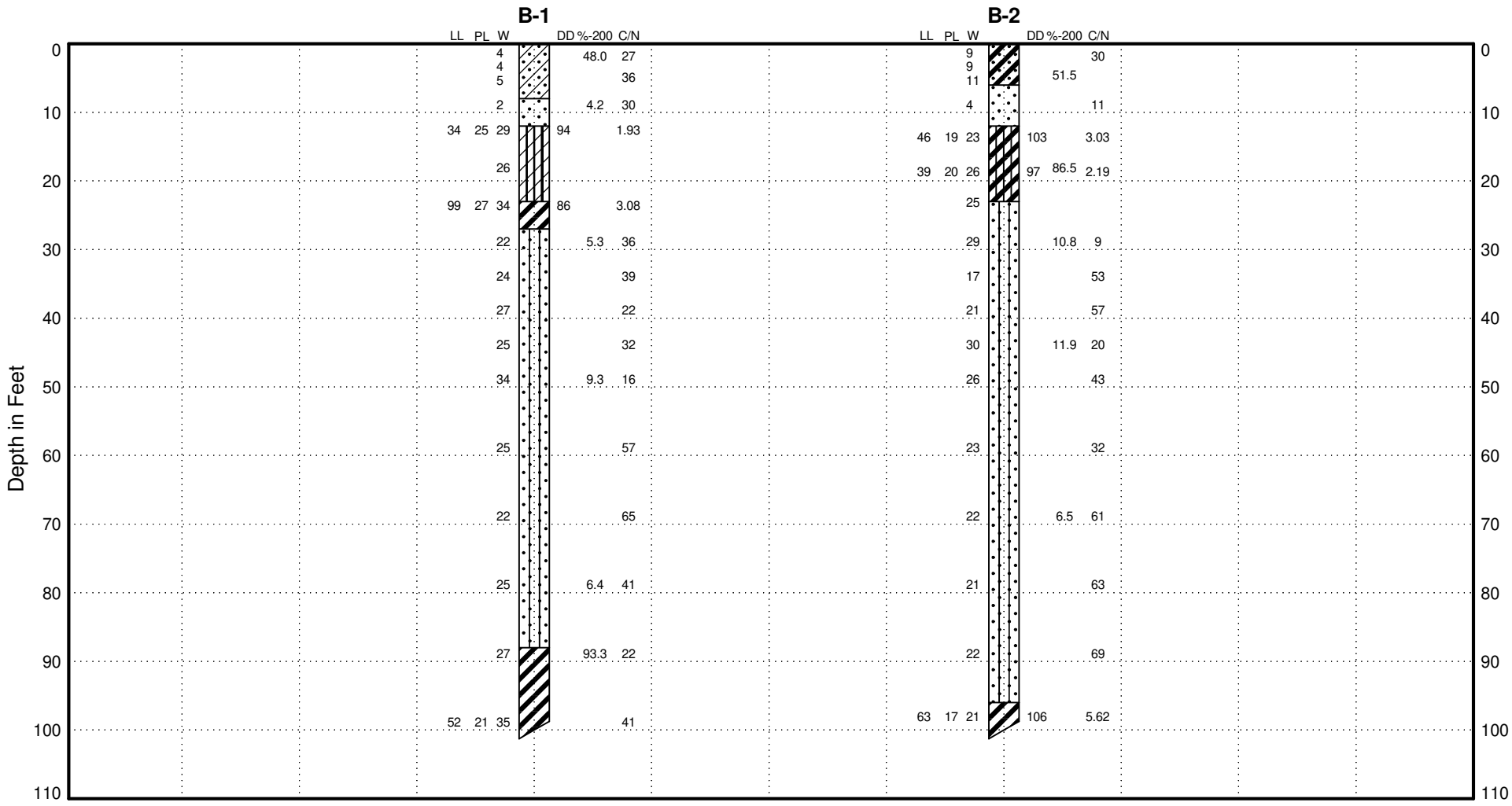
FIGURE 4



LEGEND:

LL = Liquid Limit
PL = Plastic Limit
W = Water Content
DD = Dry Density (pcf)
C/N = Cohesion (ksf)/Penetration Resistance, N (blows/ft) in the same column
MS = Matric Suction (tsf)
%-200 = % Passing No. 200 Sieve

NOTE: See Figure 2 for boring log legend.

SUBSURFACE SOIL PROFILE

PROPOSED PEDESTRIAN BRIDGE
HATTIESBURG, MISSISSIPPI

Job No.	Date	Figure
250504	12/5/25	5

GENERIC FENCE (NEW 12-16-21)

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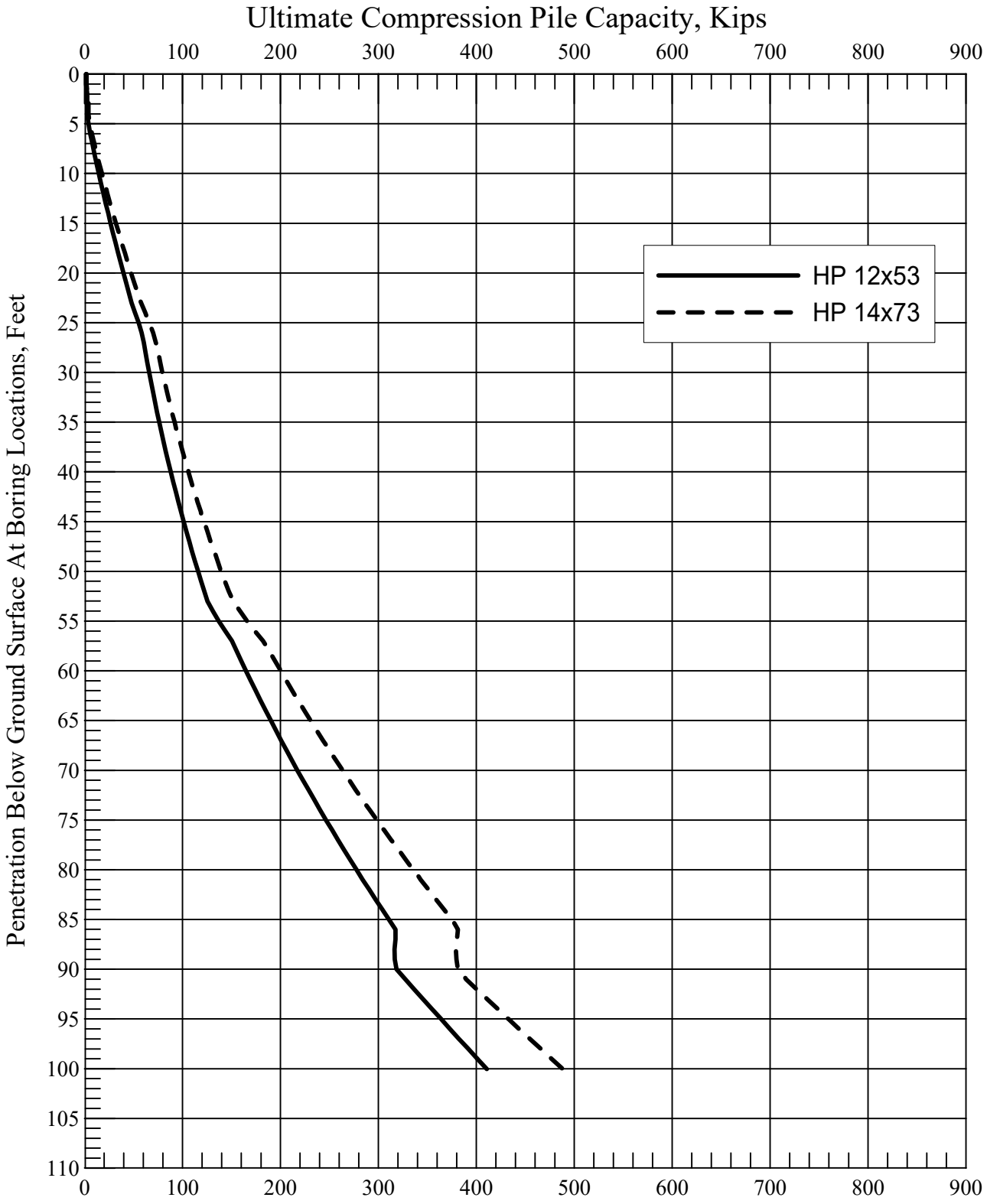
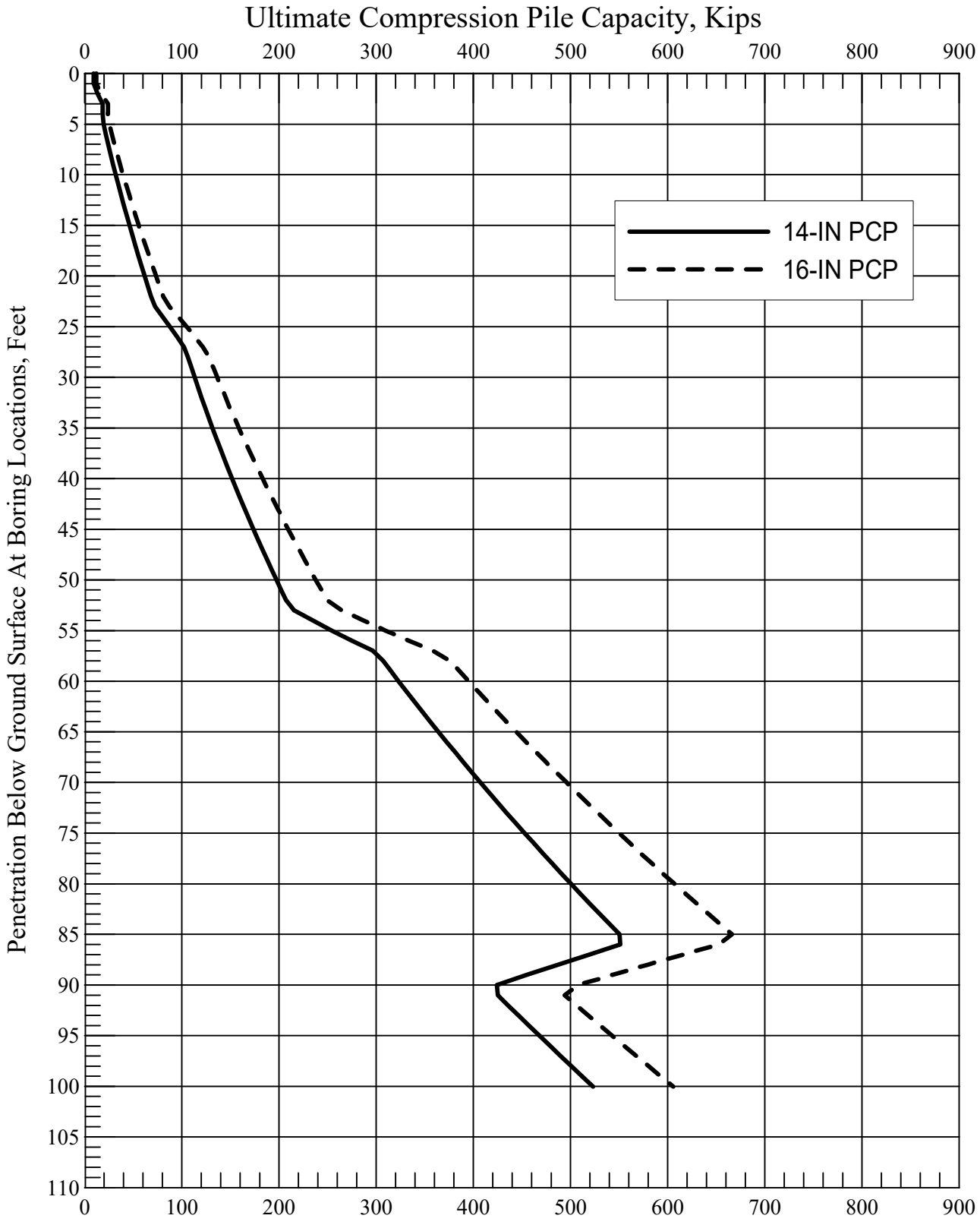
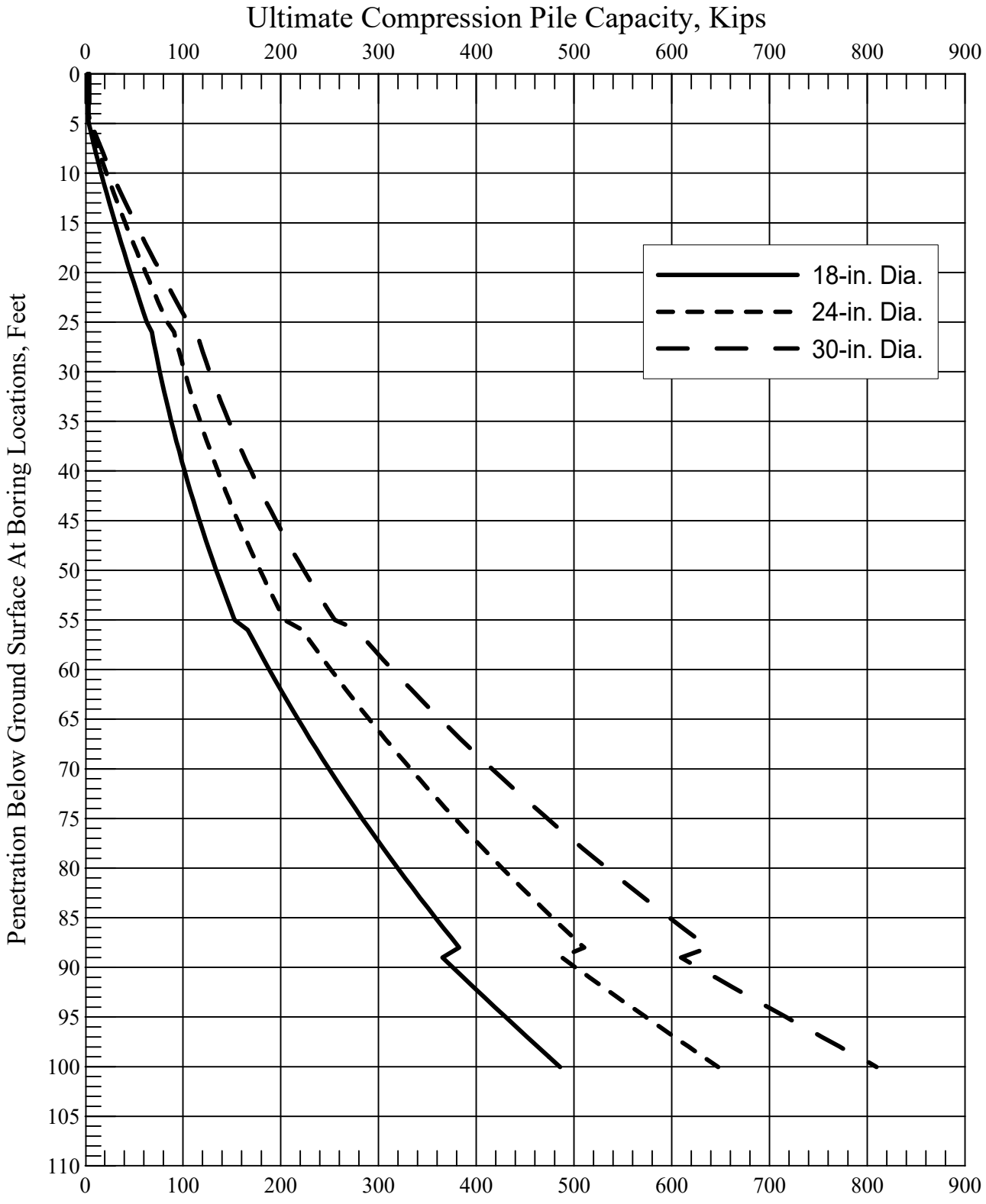


ULTIMATE COMPRESSION PILE CAPACITY CURVES
STEEL H-PILES
PROPOSED PEDESTRIAN BRIDGE
HATTIESBURG, MISSISSIPPI



ULTIMATE COMPRESSION PILE CAPACITY CURVES
PRESTRESSED CONCRETE PILES
PROPOSED PEDESTRIAN BRIDGE
HATTIESBURG, MISSISSIPPI



ULTIMATE COMPRESSION PILE CAPACITY CURVES
STEEL PIPE PILES
PROPOSED PEDESTRIAN BRIDGE
HATTIESBURG, MISSISSIPPI

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June 17, 2026

Dustin Gatlin, P.E.
Neel-Schaffer, Inc.
704 Hardy Street
Hattiesburg, Mississippi 39401

BCD Project No. 250504-1

Geotechnical Exploration
Proposed Pedestrian Bridge No. 2
Gordon's Creek Linear Park River Project
Hattiesburg, Mississippi

Dear Mr. Gatlin:

Submitted here is the report of our geotechnical exploration for the above-captioned project. The report includes descriptions of field and laboratory explorations, engineering analyses, and our recommendations.

We appreciate the opportunity to be of service. If you should have any questions concerning this report, please do not hesitate to call us.

Very truly yours,

BURNS COOLEY DENNIS, INC.

Marcos V. F. Rodrigues

MARCOS V. F. RODRIGUES
LICENSED PROFESSIONAL
P.E. ENGINEER
20284
STATE OF MISSISSIPPI

MR/khb
Copy Submitted: (via e-mail)
Attachment

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FIGURES

APPENDIX

1.0 INTRODUCTION AND PURPOSE

1.1 Project Description

Plans are being made for the construction of one (1) pedestrian bridge (Bridge No. 2) across Gordon's Creek in Hattiesburg, Mississippi. We understand that the proposed bridge will be a single-span truss type with a total length of approximately 150 ft. Plans are to support the new bridge on driven concrete piles, steel H-piles or steel pipe piles. Structural details for the bridge have not been developed at this time. No grading plans have been indicated at this time, but it appears likely that no significant grading earthwork effort would be required. Evaluation of the stability of the existing and proposed slopes is not included in our scope of work.

1.2 Purposes

The specific purposes of this exploration were:

1) to explore subsurface soil conditions at accessible locations near the abutments of the bridge;

2) to evaluate pertinent physical properties of the soils encountered in the borings by means of visual examination of the soil samples in the laboratory and tests performed on selected representative samples; and,

3) based on the results of the analyses, to provide recommendations for the geotechnical-related aspects of design and construction for the bridge foundations.

2.0 FIELD EXPLORATION

2.1 General

The subsurface soil conditions at the project site were explored by means of three (3) soil borings made to exploration depths of 25 ft, 80 ft, and 100 ft at accessible locations near the abutments of the new bridge. Boring 1 was made near the north abutment of the proposed bridge and Boring 2A was made at an accessible location near the south abutment of the proposed bridge. Although Boring 2 was originally planned near the south abutment, the intended location contained significant trash and debris that prevented advancement to the proposed depth. Several attempts were made to drill in the vicinity of the planned Boring 2 location; however, due to

repeated drill-fluid circulation while advancing Boring 2 above a depth of about 15 ft, the boring could not be completed as planned. Boring 2A was therefore relocated and successfully completed approximately 50 ft northwest of the south abutment. The approximate boring locations are shown on Figure 1 of this report.

All soils were classified in general accordance with the Unified Soil Classification System. A synopsis of the Unified Soil Classification System is presented on Figure 2 along with symbols and terminology typically utilized on graphical soil boring logs. Graphical logs of the borings are presented on Figures 3, 4, and 5. The graphical logs illustrate the types of soil and stratification encountered with depth below the existing ground surface at each boring location. Approximate GPS coordinates for the boring locations as determined by our drilling personnel using a hand-held device are shown at the bottom of the graphical logs within the "Comments" section. Ground elevations at the boring locations were not determined.

2.2 Drilling and Sampling Methods

Borings 1, 2, and 2A were initially advanced to depths of about 13 ft and 13.5 ft, respectively, by dry augering, and then extended to completion using rotary wash procedures. Relatively undisturbed samples of soils encountered in the borings were obtained by pushing a 3-in. OD Shelby tube sampler approximately 2 ft into the soil. The Shelby tube samples were obtained within the depth intervals illustrated as shaded rectangle-shaped symbols under the "Samples" column of the graphic boring logs. Representative disturbed samples of soil were obtained by driving a standard 2-in. OD split-spoon sampler 18 in. into the soil with a 140-lb hammer falling freely a distance of 30 in. The depths at which split-spoon samples were taken are indicated by crossed-slashed symbols under the "Samples" column of the graphic boring logs. The number of blows required to drive the split-spoon sampler each 6-in. increment (total of 18 in. of penetration) is recorded under the " SPT (N_{60})" column of the graphic boring logs. An automatic hammer was used for SPT testing. The standard penetration test (SPT) blows required to penetrate the last foot (sum of the second and third blow count values) is considered the N_{60} value after applying a correction factor for hammer energy. The N_{60} values are plotted as a small circled "x" in the data section of the graphic boring logs. The Shelby tube and/or split-spoon samples were obtained at approximate 3-ft to 7-ft depth intervals to a depth of 50 ft and at 10-ft depth intervals thereafter.

Disturbed auger cutting samples were also taken near the surface in the borings. The depths at which the auger cutting samples were taken are illustrated as small I-shaped symbols under the "Samples" column of the graphic boring logs.

2.3 Field Classification and Sample Preservation

All soils encountered during drilling were examined and classified in the field by a geotechnical engineering technician. Each undisturbed Shelby tube sample was extruded from the sampling tube in the field. An approximate 6-in. long portion of each Shelby tube sample was sealed with melted paraffin in a cylindrical cardboard container to prevent moisture loss and structural disturbance. An additional portion of each Shelby tube sample, representative portions of the split-spoon samples and the auger cutting samples were sealed in jars to provide material for visual examination and testing in the laboratory. Unless other disposition is requested, we routinely discard soil samples after about six months of storage.

2.4 Groundwater Observations and Borehole Abandonment

Observations were made continuously during auger drilling to detect free water entering the open boreholes. A note pertaining to groundwater observations is included in the lower portion of the graphic boring logs. In compliance with Mississippi Department of Environmental Quality (MDEQ) regulations, boreholes deeper than 25 ft were filled with cement-bentonite grout after completion of drilling and sampling. The 25-ft deep boreholes were plugged with soil cuttings after completion of drilling and sampling. Unless other disposition is requested, we routinely discard soil samples after about six months of storage.

3.0 LABORATORY TESTING

3.1 General

All of the soil samples were examined in the laboratory by a geotechnical engineer and tests were performed on selected samples to verify field classifications and to assist in evaluating the strengths, classifications and volume change properties of the soils encountered. The types of laboratory tests performed are described in the following paragraphs.

3.2 Strength Properties

The undrained shear strength characteristics of the soils encountered in the borings were investigated by means of visual estimates of consistency, from the result of calibrated standard penetration test and from the results of unconsolidated undrained (UU) triaxial compression tests performed on selected undisturbed Shelby tube samples. The cohesions resulting from the UU triaxial compression tests are plotted as small open triangles in the data section of the graphic boring logs. The water content and dry density were also determined for each UU triaxial compression test specimen. The water contents are plotted as small shaded circles in the data section of the graphic boring logs. The dry densities are tabulated to the nearest lb per cu ft under the "Dry Density" column of the logs.

3.3 Classification Tests

The classifications and volume change properties of the fine-grained soils encountered in the borings were investigated by means of Atterberg liquid and plastic limit tests. The results of the liquid and plastic limit tests are plotted as small crosses interconnected by dashed lines in the data section of the graphic boring logs. In accordance with the Unified Soil Classification System, fine-grained soils are classified as either clays or silts of low or high plasticity based on the results of Atterberg limit tests. The numerical difference between the liquid limit and plastic limit is defined as the plasticity index (PI). The magnitudes of the liquid limit and plasticity index and the proximity of the natural water content to the plastic limit are indicators of the potential for a fine-grained soil to shrink or swell upon changes in moisture content or to consolidate under loading. The proximity of the natural water content to the plastic limit is also an indicator of soil strength. In a couple of instances, the samples being tested were found to be nonplastic and "NP" were recorded in the data section of the graphic boring logs.

The classifications of soils consisting predominantly of sands were investigated by means of sieve analyses performed on selected samples from the borings. The results of the sieve analyses are presented as grain-size distribution curves. Additionally, tests to determine the percentage of fines passing the No. 200 sieve were performed to assist in classifying some samples which were not tested by the complete set of sieves. The percentages of fines resulting from both the partial and complete sieve tests are tabulated in the far-right column in the data

section of the graphic boring logs. The results of the sieve analyses are presented in the appendix.

3.4 Water Content Tests

Additional water content tests were performed on samples to corroborate field classifications and to extend the usefulness of the strength, plasticity data and SPT blow count data. The results of the water content tests are plotted as small shaded circles in the data section of the graphic boring logs. The water content data have been interconnected on the logs to illustrate a continuous profile with depth.

3.5 Soluble Sulfate Tests

Laboratory testing was performed on seven (7) selected samples from the borings to determine the percent of soluble sulfate by mass. The test results indicate moderate concentrations of sulfates. Results of the tests to determine soluble sulfate are presented in the following table:

Soluble Sulfate Conditions (Soils)		
Boring No.	Depth Interval	Sulfate (SO4), % by mass
1	4’ – 6’	<0.05
1	18’ – 20’	<0.05
1	48.5’ – 50’	<0.05
2A	8.5’ – 10’	<0.05
2A	28’ – 30’	<0.05
2A	78.5’ – 80’	0.14
2A	98.5’ – 100’	<0.05

4.0 GENERAL SOIL AND GROUNDWATER CONDITIONS

4.1 General

Subsurface soils encountered within the 100-ft maximum exploration depth of the borings made for this exploration consist of fill materials and natural silts (ML), silty clays (CL), clays (CH), and sands (SP and SP-SM). A discussion of the general subsurface stratification and

groundwater conditions revealed by the borings and a description of the physical properties of the soil types encountered are provided in the following subsections. The graphical logs shown on Figures 3, 4, and 5 should be referred to for specific soil and groundwater conditions encountered at each boring location. Stick logs of the borings are shown in profile on Figure 6 to aid in visualizing subsurface soil conditions. Tabulated adjacent to the stick logs are water contents, Atterberg liquid and plastic limits, dry densities, cohesions, percentages of fines passing the No. 200 sieve, and SPT blow counts.

During drilling, layers of trash and debris were noted by the drill crew at Boring 2 to an approximate depth ranging up to about 13 ft. Drill fluid circulation was lost while advancing Boring 2 above a depth of about 15 ft.

Some soils encountered at the boring locations appears to be fill materials. It should be understood that it is difficult to distinguish fill from natural soils and that the fill was placed in an uncontrolled manner without observation and testing by a geotechnical engineering firm. An attempt was made to distinguish between fill and natural soils, but some of the soils interpreted to be natural could be fill. The reported depths of fill materials should be considered approximate. The borings are only representative of the conditions at the boring locations. Organic matter, trash, concrete and debris was encountered in some depth intervals in Boring 2. There could be relatively weak and compressible fill materials or large concentrations or organic matter or debris at locations not explored during this study. It is not practical to fully characterize old fill materials by means of borings.

4.2 Soil Conditions

The ground surface at the location of Borings 2 and 2A was found to be underlain by silty sand (SM) fill materials to approximate depths of 6 ft and 11 ft, respectively. Organic matter, trash, concrete and debris was encountered in some depth intervals in Boring 2. A layer of trash, concrete fragments, organic matter and debris were encountered within the approximate depth interval of 6 ft to 11 ft at Boring 2. The silty sand (SM) fill materials are characterized as loose and medium dense and are considered have moderate strength and low compressibility. The silty sand (SM) fill materials have no shrink/swell potential. It was difficult to distinguish fill materials from natural soils, so the depth of fill materials reported here should be considered approximate.

The ground surface at the location of Boring 1 and the fill materials at Boring 2 was found to be underlain by apparently natural silty sands (SM). The natural silty sands (SM) were encountered to an approximate depth of 1 ft at Boring 1 and within the approximate depth interval of 11 ft to 18 ft at Boring 2. Gravelly sands (SP and SP-SM) and sandy gravel (GP) were also encountered within the approximate depth interval of 37 ft to 91 ft at Boring 2A and from a depth of about 38 ft to the 80-ft termination depth of Boring 1. The gravelly sands (SP and SP-SM) and sandy gravel (GP) are characterized as loose to very dense and are considered have moderate to high strength and low compressibility. Standard penetration test blow counts within the dense and very dense gravelly sands (SP and SP-SM) and sandy gravel (GP) zones within the approximate depth intervals of 38 ft to 57 ft at Boring 1 and 75 ft to 91 ft at Boring 2A, and from a depth of about 68 ft to the 80-ft termination depth of Boring 1 range from 41 to 92 blows per ft. The gravelly sands (SP and SP-SM) and sandy gravel (GP) have no shrink/swell potential.

Silty clays (CL) were encountered within the approximate depth intervals of 1 ft to 4 ft and 8 ft to 33 ft at Boring 1, 11 ft to 37 ft at Boring 2A, and from a depth of about 18 ft to the 25-ft termination depth of Boring 2. The silty clays (CL) are classified as medium stiff, stiff and very stiff with respect to consistency and are considered to have low-moderate to high strength and low to moderate-high compressibility. The silty clays (CL) are considered to have low shrink/swell potential.

Silts (ML) were encountered within the approximate depth of 4 ft to 8 ft at Boring 1. The silts (ML) are characterized as medium dense and are considered have moderate strength and low compressibility. The silts (ML) have no shrink/swell potential.

Clays (CH) were encountered within the approximate depth interval of 33 ft to 38 ft and from a depth of about 91 ft to the 100-ft termination depth of Boring 2A. The clays (CH) are classified stiff with respect to consistency and are considered to have moderate strength and moderate compressibility. The clays (CH) are considered to be expansive with moderate to high shrink/swell potential.

4.3 Groundwater Conditions

Free water was not encountered during auger drilling for the borings. Due to interference from drilling mud, accurate measurement of groundwater could not be made below approximate

depths ranging from 13 ft to 13.5 ft at the boring locations. In our opinion, groundwater conditions at the site will primarily be influenced by rainfall, surface drainage, and by the rise and fall of water levels in the Gordon's Creek. Groundwater conditions at the site can also be influenced by man-made changes. Soils which did not exhibit free water during the short time period of drilling may exhibit water seepage at other times during construction and within excavations that remain open for an extended period of time or that are permanent. Surficial soils can become saturated and weak to relatively shallow depths during periods of prolonged and heavy rainfall.

5.0 ANALYSES AND RECOMMENDATIONS

5.1 General

We understand that the proposed bridge will be a single-span truss type with a total length of approximately 150 ft. Plans are to support the new bridge on driven concrete piles, steel H-piles or steel pipe piles. Subsurface soil conditions considered in the design analyses were developed from the exploratory borings and laboratory testing programs described previously in this report. A general description of the analyses performed and our guideline recommendations for design and construction of the bridge foundations are provided in the following subsections.

5.2 Bridge

5.2.1 Design Shear Strength Parameters. Design shear strength parameters for the soils were then developed based on the results of the standard penetration tests supplemented by the results of UU triaxial compression tests, visual estimates of consistency, and our experience with similar soils.

5.2.2 Pile Capacity Computations. Pile compression and tension capacity computations were performed using the API RP 2A (American Petroleum Institute) Method as coded in the computer program APILE v.2019. The axial load capacity of an individual pile consists of a combination of skin friction acting along the perimeter of the pile and point bearing at the tip. Skin friction developed in fine-grained soils is represented as adhesion which is a function of the cohesion and pile type. In cohesionless soils, the skin friction is a function of the

effective stress normal to the pile and the pile-soil friction angle. Point bearing at the pile tip is computed using the general bearing capacity equation developed by Terzaghi and appropriate bearing capacity factors.

Compression pile capacity curves were developed for prestressed concrete piles (16-in. and 18-in.), steel H-piles (HP12X53 and HP14X73) and steel pipe piles (18 in., 24-in. and 30-in.). The results of the analyses are presented as plots of the nominal (ultimate) pile resistance versus depth on Figures 7 through 12. The nominal pile resistances do not include a resistance factor. An appropriate resistance factor should be applied to the nominal (ultimate) values presented on pile capacity curves. Structural capacity determination of the piles and lateral analyses are not in our scope for this exploration. Scour was not considered in our analyses. If significant scour is anticipated, we should be contacted to provide revised capacity curves.

5.2.3 Test Pile, Dynamic Load Testing, and Resistance Factors. We recommend a minimum of two test piles (one at each abutment bent) be driven to evaluate pile capacities and drivability, **prior to ordering the production piles**. The test pile lengths should be selected considering the estimated pile capacities and the anticipated driving resistance. The test piles can be driven at permanent pile locations. If predrilling is to be performed for production piles, predrilling should also be performed for the test piles.

Dynamic pile load testing (PDA) could be performed on the test piles. The results of the dynamic pile load tests should be used to establish driving criteria for the production piles. Dynamic pile load testing should be performed in accordance with Section 803 of the Mississippi Standard Specifications for Road and Bridge Construction. The embedment length of the piles may be reduced or increased based on the PDA evaluation. **All testing should be performed prior to ordering production piles in case the design lengths change due to the testing.**

In accordance with FHWA Standards, the resistance factor should correspond with the type of load testing to be performed at the project site. A resistance factor of 0.65 can be used to determine required penetrations of driven piles provided an appropriate number of dynamic pile tests are performed.

It is our understanding that the design tip elevations for the piles might be based on a lower resistance factor to reduce the potential for delays in ordering production piles. A resistance factor of 0.50 can be used if a wave equation analysis is performed and hammer

performance is confirmed in the field. Alternately, a resistance factor of 0.40 can be used if the pile capacities are verified by the FHWA-modified Gates dynamic pile formula.

5.2.4 Pile Design and Installation. Driven steel H-piles, steel pipe piles and concrete piles are considered viable foundation alternatives for the bridge site. However, driving refusal for the concrete piles, could occur at penetrations of 10 ft to 15 ft into the very dense gravelly sands (SP-SM). The very dense gravelly sands (SP-SM) were encountered at approximate depth of 48 ft below the existing ground surface at Boring 1. If refusal occurs at depths shallower than the required minimum depths, then predrilling will be required to achieve additional penetration. Driven piles should be constructed in accordance with Section 803-Deep Foundations of the Mississippi Standard Specifications for Road and Bridge Construction.

As previously described, layers trash and debris were noted by the drill crew at Boring 2 (South Abutment) to an approximate depth of 13 ft. Drill fluid circulation was lost while advancing Boring 2 above a depth of about 15 ft. While no large debris or obstructions were encountered at Boring 2, the presence of larger rubble and possible obstructions in the fill materials cannot be ruled out based on the findings of this exploration.

The pile capacity curves presented in this report do not reflect the effects of predrilling. As described in FHWA-HI-96-033, Design and Construction of Driven Pile Foundations, the use of predrilling will result in greater soil disturbance than considered in standard static pile capacity calculations. Some field studies have reported that a decrease in side resistance over the predrilled depth can range from 50 to 85 percent of that calculated without predrilling. If predrilling is necessary, the axial capacities indicated by the curves should be reduced by unit values of reduction that can be provided upon request or dynamic load testing can be performed during construction to more accurately determine the nominal (ultimate) capacity of the piles after predrilling. Predrilling should not be used within 5 ft of the final tip elevation of the piles.

5.2.5 Liquefaction Potential Assessment. Based on the boring information and Section 10.5.4.2 Liquefaction Design Requirements of the AASHTO LRFD Bridge Design Specifications, liquefaction of the foundations soils is not considered a factor in the design at the proposed bridge site.

5.2.6 Seismic Site Classification. Soil shear wave velocity data are not available for the bridge site. The site class was determined from undrained shear strength and from the results of calibrated SPT blow count data in accordance with definitions provided in Table 3.10.3.1-1 of the AASHTO LRFD Bridge Design Specifications. We recommend that a **Site Class D** be utilized to determine the site coefficient and spectral response acceleration for this bridge site. The site is classified as within **Seismic Zone 1** per Table 3.10.6-1.

The acceleration design response spectrum was developed using the computer program "AASHTO Seismic Design Parameters" version 2.10 developed by the U.S. Geological Survey. The recommended design values are presented below in tabular and graphic format.

Conterminous 48 States
2007 AASHTO Bridge Design Guidelines
AASHTO Spectrum for 7% PE in 75 years
Latitude = 31.33336
Longitude = - 89.278750

Spectral Response Accelerations SDs and SD1
As = FpgaPGA, SDs = FaSs, and SD1 = FvS1

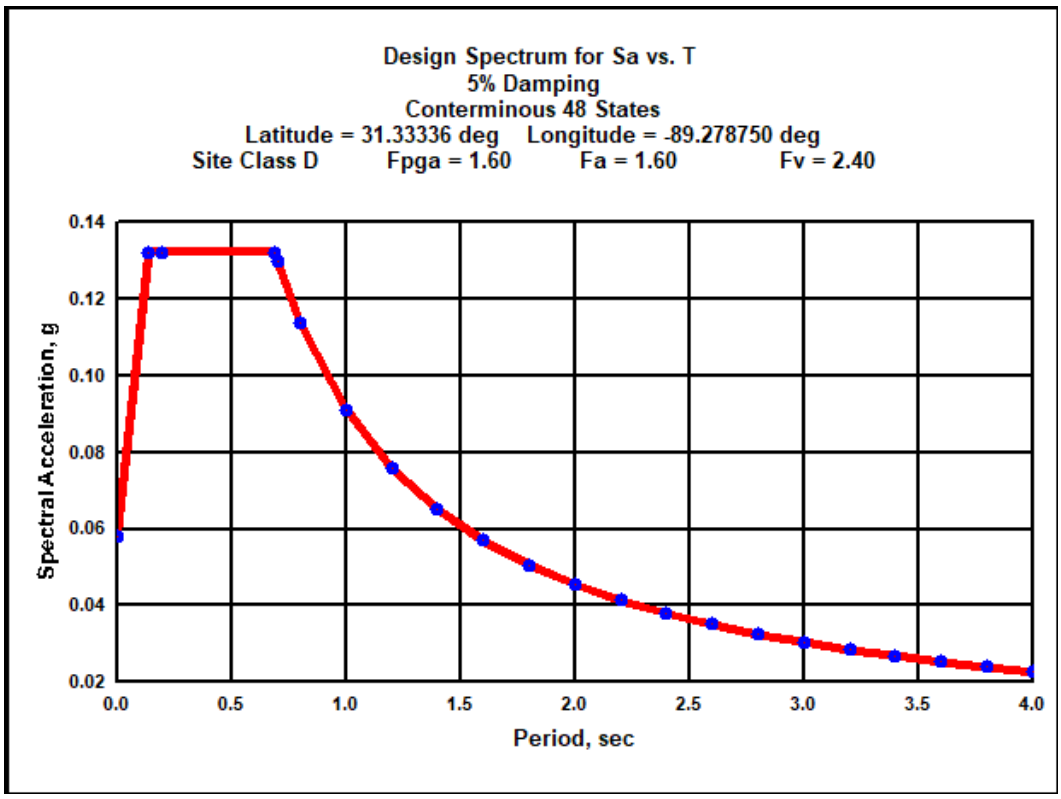
Site Class D - Fpga = 1.60, Fa = 1.60, Fv = 2.40

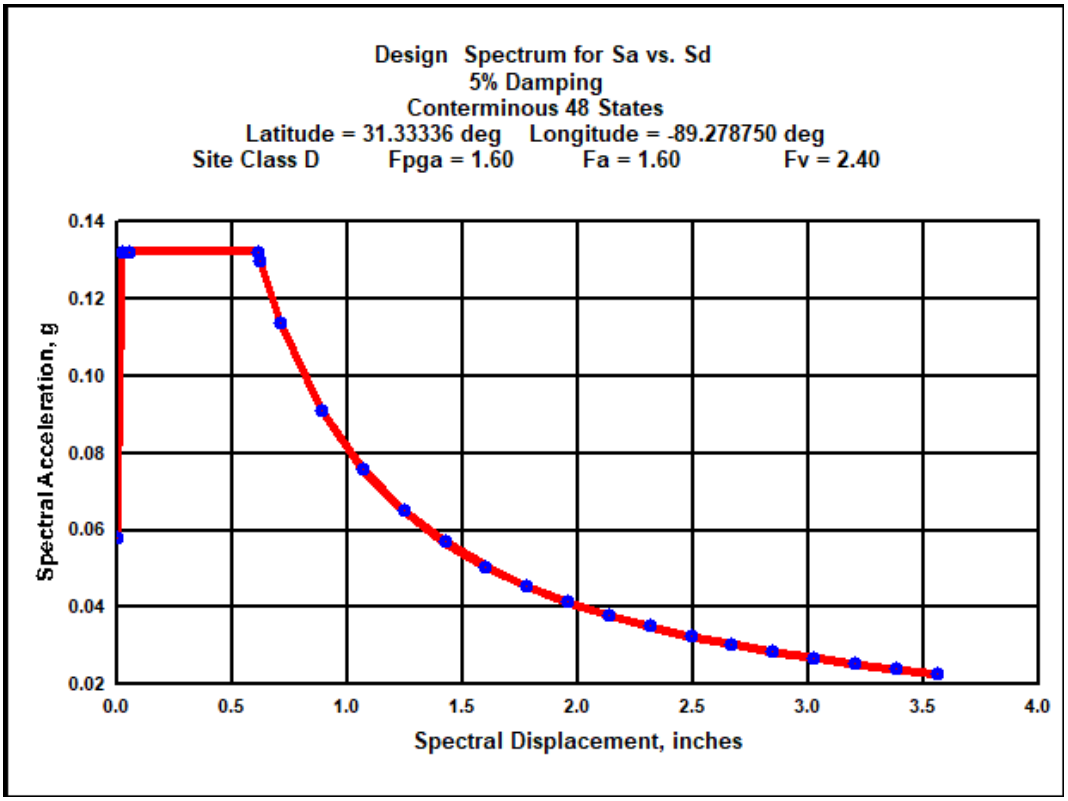
Data are based on a 0.05 deg grid spacing.

Period (sec)	Sa (g)		
0.0	0.058	As,	Site Class D
0.2	0.132	SDs,	Site Class D
1.0	**0.091**	**SD1,**	**Site Class D: Seismic Zone 1**

Data are based on a 0.05 deg grid spacing.

Period (sec)	Sa (g)	Sd in.	
0.000	0.058	0.000	T = 0.0, Sa = As
0.138	0.132	0.024	
0.200	0.132	0.052	T = 0.2, Sa = SDs
0.688	0.132	0.612	T = Ts, Sa = SDs
0.700	0.130	0.623	
0.800	0.114	0.712	
1.000	0.091	0.890	T = 1.0, Sa = SD1
1.200	0.076	1.068	
1.400	0.065	1.246	
1.600	0.057	1.424	
1.800	0.051	1.601	
2.000	0.046	1.779	
2.200	0.041	1.957	
2.400	0.038	2.135	
2.600	0.035	2.313	
2.800	0.033	2.491	
3.000	0.030	2.669	
3.200	0.028	2.847	
3.400	0.027	3.025	
3.600	0.025	3.203	
3.800	0.024	3.381	
4.000	0.023	3.559	


Design Spectrum for Sa vs. T
5% Damping
Conterminous 48 States
Latitude = 31.33336 deg Longitude = -89.278750 deg
Site Class D Fpga = 1.60 Fa = 1.60 Fv = 2.40
Spectral Acceleration, g
0.14
0.12
0.10
0.08
0.06
0.04
0.02
0.0
0.5
1.0
1.5
2.0
2.5
3.0
3.5
4.0
Period, sec


Design Spectrum for Sa vs. Sd
5% Damping
Conterminous 48 States
Latitude = 31.33336 deg Longitude = -89.278750 deg
Site Class D Fpga = 1.60 Fa = 1.60 Fv = 2.40
Spectral Acceleration, g
0.14
0.12
0.10
0.08
0.06
0.04
0.02
0.0
0.5
1.0
1.5
2.0
2.5
3.0
3.5
4.0
Spectral Displacement, inches

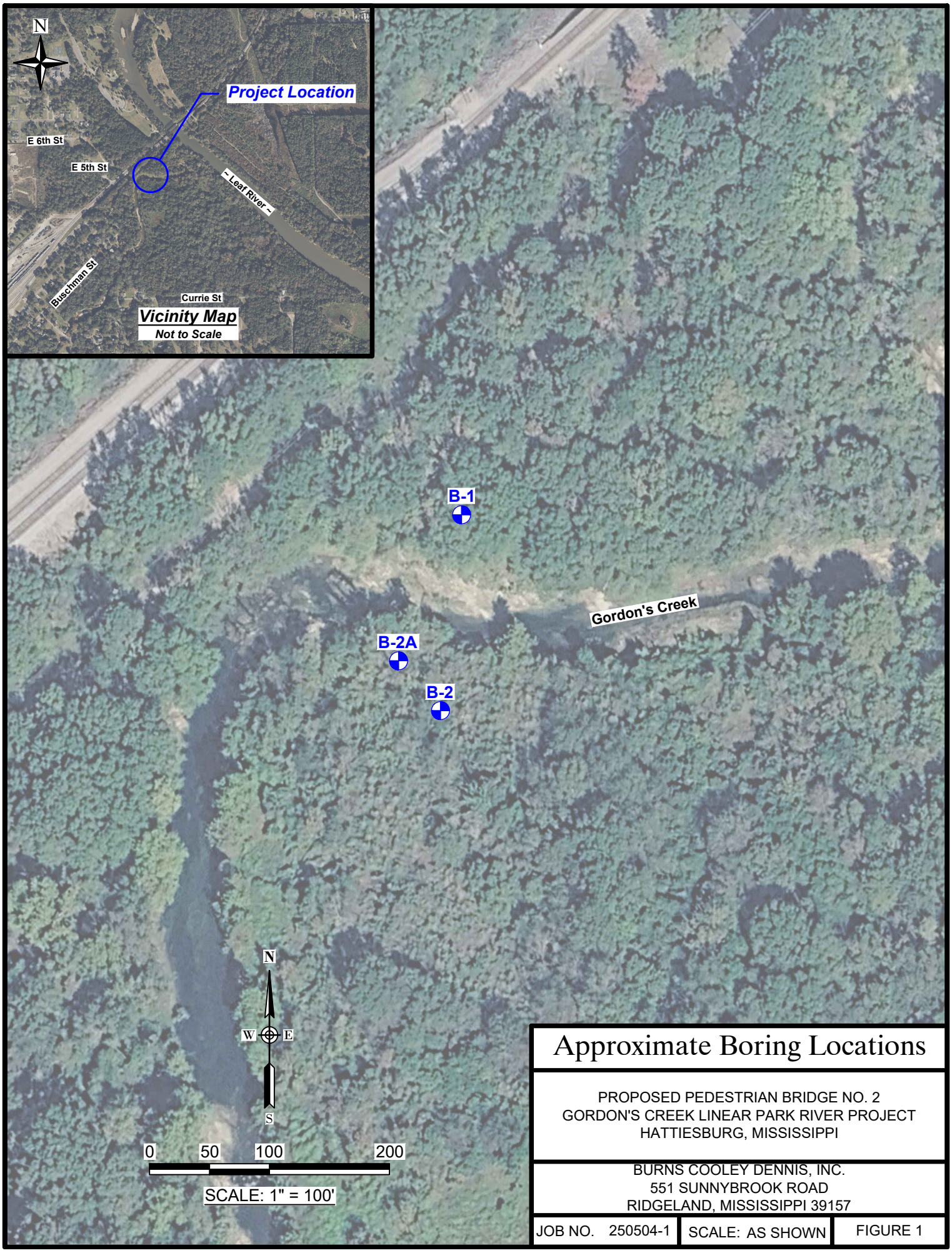
6.0 REPORT LIMITATIONS

The analyses, conclusions and recommendations included in this report are based on conditions as they existed at the time of our field exploration and further on the assumption that the exploratory boring is representative of subsurface conditions at the bridge site investigated. It should be noted that actual subsurface conditions between and beyond the borings might differ from those encountered at the boring locations. If subsurface conditions are encountered during construction that vary from those discussed in this report, Burns Cooley Dennis, Inc. should be notified immediately in order that we may evaluate the effects, if any, on design and construction.

Burns Cooley Dennis, Inc. should be retained for a general review of final design drawings and specifications. It is advised that we be retained to observe construction for the project in order to help confirm that our recommendations are valid or to modify them accordingly. Burns Cooley Dennis, Inc. cannot assume responsibility or liability for the adequacy of recommendations if we do not observe construction.

This report has been prepared for the exclusive use of Neel-Schaffer, Inc. for specific application to the geotechnical-related aspects of design and construction of one (1) pedestrian bridge (Bridge No. 2) across Gordon's Creek in Hattiesburg, Mississippi. The only warranty made by us in connection with the services provided is we have used that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended.

FIGURES



Approximate Boring Locations

PROPOSED PEDESTRIAN BRIDGE NO. 2
GORDON'S CREEK LINEAR PARK RIVER PROJECT
HATTIESBURG, MISSISSIPPI

BURNS COOLEY DENNIS, INC.
551 SUNNYBROOK ROAD
RIDGELAND, MISSISSIPPI 39157

JOB NO. 250504-1	SCALE: AS SHOWN	FIGURE 1

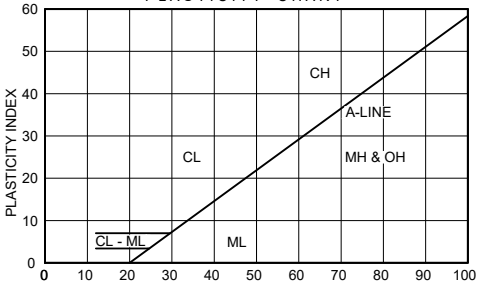
UNIFIED SOIL CLASSIFICATION SYSTEM

MAJOR DIVISIONS			SYMBOL & LETTER	DESCRIPTION
COARSE-GRAINED SOILS More than half of material larger than No. 200 sieve size	GRAVELS More than half of coarse fraction larger than No.4 sieve size	Clean Gravels (Little or no fines)	GW	WELL GRADED GRAVEL, GRAVEL-SAND MIXTURE
			GP	POORLY GRADED GRAVEL, GRAVEL-SAND MIXTURE
		Gravels with fines (Appreciable amount of fines)	GM	SILTY GRAVEL, GRAVEL-SAND-SILT MIXTURE
			GC	CLAYEY GRAVEL, GRAVEL-SAND-CLAY MIXTURE
	SANDS More than half of coarse fraction smaller than No.4 sieve size	Clean Sands (Little or no fines)	SW	WELL GRADED SAND, GRAVELLY SAND
			SP	POORLY GRADED SAND, GRAVELLY SAND
		Sands with fines (Appreciable amount of fines)	SM	SILTY SAND, SAND-SILT MIXTURE
			SP-SM	SLIGHTLY SILTY SAND
			SC	CLAYEY SAND, SAND-CLAY MIXTURE
FINE-GRAINED SOILS More than half of material smaller than No. 200 sieve size	SILTS AND CLAYS	Liquid limit less than 50	ML	SILT WITH LITTLE OR NO PLASTICITY
			ML	CLAYEY SILT, SILT WITH SLIGHT TO MEDIUM PLASTICITY
			ML	SANDY SILT
			CL	SILTY CLAY, LOW TO MEDIUM PLASTICITY
			CL	SANDY CLAY, LOW TO MEDIUM PLASTICITY (30% TO 50% SAND)
	SILTS AND CLAYS	Liquid limit greater than 50	MH	SILT, FINE SANDY OR SILTY SOIL WITH HIGH PLASTICITY
			CH	CLAY, HIGH PLASTICITY
			OH	ORGANIC CLAY OF MEDIUM TO HIGH PLASTICITY
HIGHLY ORGANIC SOILS			PT	PEAT, HUMUS, SWAMP SOIL
SEDEMENTARY ROCK TYPES:			LS	LIMESTONE
			MARL	MARL

TERMS CHARACTERIZING SOIL STRUCTURE

Slickensided	- Clays with polished and striated planes created as a result of volume changes related to shrinking, swelling and/or changes in overburden pressure.
Fissured	- Clays with a blocky or jointed structure generally created by seasonal shrinking and swelling.
Laminated	- Composed of thin alternating layers of varying color and texture.
Calcareous	- Containing appreciable quantities of calcium carbonate.
Parting	- Paper thin (less than 1/8 inch).
Seam	- 1/8 inch to 3 inch thickness.
Layer	- Greater than 3 inches in thickness.

PLASTICITY CHART



FOR CLASSIFICATION OF FINE GRAINED SOILS

DENSITY AND CONSISTENCY

COARSE-GRAINED SOILS

DENSITY	PENETRATION RESISTANCE, N Blows per Foot
Very loose	0 - 4
Loose	5 - 10
Medium Dense	11 - 30
Dense	31 - 50
Very Dense	>50

FINE-GRAINED SOILS

CONSISTENCY	COHESION Kips/Sq. Ft	PENETRATION RESISTANCE, N Blows per Foot
Very Soft	<0.25	0 - 1
Soft	0.25 - 0.50	2 - 4
Medium Stiff	0.50 - 1.00	5 - 8
Stiff	1.00 - 2.00	9 - 15
Very Stiff	2.00 - 4.00	16 - 30
Hard	>4.00	>30

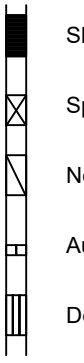
PARTICLE SIZE IDENTIFICATION

Cobbles	- Greater than 3 inches
Gravel	- Coarse - 3/4 inch to 3 inches Fine - 4.76 mm to 3/4 inch
Sand	- Coarse - 2 mm to 4.76 mm Medium - 0.42 mm to 2 mm Fine - 0.074 mm to 0.42 mm
Silt & Clay	- Less than 0.074 mm

RELATIVE COMPOSITION

Slightly	5 - 15%
With	16 - 29%
Sandy	30 - 50%
(or gravelly)	

SAMPLE TYPES
(Shown in Sample Column)



- Shelby Tube
- Split Spoon
- No Recovery
- Auger
- Dennison Barrel

CLASSIFICATION, SYMBOLS AND TERMS USED ON GRAPHICAL BORING LOGS

LOG OF BORING NO. 1

PROPOSED PEDESTRIAN BRIDGE NO. 2
GORDON'S CREEK LINEAR PARK RIVER PROJECT
HATTIESBURG, MISSISSIPPI

TYPE: 4" Short-flight auger to 13', then rotary wash to completion.

LOCATION: See Figure 1

DEPTH, ft	SYMBOL	SAMPLES	DESCRIPTION OF MATERIAL SURFACE EL: ±ft	FIELD SPT DATA	DRY DENSITY LBS/CU FT	○ - UC, Cohesion, kips/sq ft, △ - UU; SPT (N_{60}), PLASTIC LIMIT, WATER CONTENT %, LIQUID LIMIT	% PASSING NO. 200 SIEVE
0			Medium dense tan silty fine to coarse sand (SM) with gravel	5-5-4		13, 8.8, 18.9	39.6
5			Stiff light gray and tan silty clay (CL)			24, 19.8	
			Medium dense tan and light gray silt (ML), slightly clayey			1.77, 17.7	
10			Stiff light gray and tan silty clay (CL), slightly sandy - very stiff 10' - 23'		110		
15			- tan and light gray, with mica below 10'		83	24, 2.41, 37.6	
20						42.5	
25					81	19, 1.34, 47, 38.0	
30					81	1.20, 38.7	
35			Stiff tan and light gray clay (CH) with mica		74	1.32, 70, 50.0	
40			Dense tan and light gray gravelly fine to coarse sand (SP-SM), slightly silty - medium dense 43' - 48'	13-13-15		41, 11.8	5.2
45				9-9-8		25, 7.8	
50			- very dense 48' - 58'	7-16-25		61, 8.8	4.8
55							
60			- loose with trace of organics 58' - 68'	1-1-5		9, 20, 25, 29.1	
65							
70			- very dense below 68'	7-30-32		92, 11.0	6.4
75							
80				9-17-31		71, 10.3	
85			**Note: SPT performed using a calibrated Auto-Hammer. An energy correction factor of 1.48 is applied to calculate the plotted N_{60} values.**				
90							

BORING DEPTH: 80 ft

DATE: 04/22/26

COMMENTS: Borehole filled with cement-bentonite grout after completion of drilling and sampling.
GPS Coordinates
N 31° 20' 1.3"
W 89° 16' 42.9"

GROUNDWATER DATA: Free water encountered at an approximate depth of 13.5' during auger drilling. Water level at an approximate depth of 12.5' after about 15 minutes.

250504-1.GPJ

BURNS COOLEY DENNIS, INC.
GEOTECHNICAL AND MATERIALS ENGINEERING CONSULTANTS

FIGURE 3

LOG OF BORING NO. 2

PROPOSED PEDESTRIAN BRIDGE NO. 2
GORDON'S CREEK LINEAR PARK RIVER PROJECT
HATTIESBURG, MISSISSIPPI

TYPE: 4" Short-flight auger to 13', then rotary wash to completion.

LOCATION: See Figure 1

DEPTH, ft	SYMBOL	SAMPLES	DESCRIPTION OF MATERIAL SURFACE EL: ±ft	FIELD SPT DATA	DRY DENSITY LBS/CU FT	○ - UC, Cohesion, kips/sq ft, △ - UU (1 2 3 4); SPT (N_{60}); PLASTIC LIMIT; WATER CONTENT %; LIQUID LIMIT (20 40 60 80)	% PASSING NO. 200 SIEVE
5			Medium dense brown silty fine sand (SM) (FILL) - with concrete fragments, organic matter, trash and debris below 1' - with clay pockets below 4'	3-6-9 6-6-3		4.0, 9.6, 22, NP, 13, 10.1	25.3
10			Trash, concrete fragments, organic matter and debris (FILL)				
15			Medium dense light gray silty fine sand (SM) with trace of organics	1-7-8		22, 20.7	
20			Stiff tan and light gray silty clay (CL)	3-3-4		10, 41.3	
25			(Borehole terminated due to constant lost of drill fluid circulation while advancing borehole) **Note: SPT performed using a calibrated Auto-Hammer. An energy correction factor of 1.48 is applied to calculate the plotted N_{60} values.**	3-3-3		9, 42.0	
30							

BORING DEPTH: 25 ft

DATE: 04/23/26

COMMENTS:
GPS Coordinates
N 31° 19' 59.7"
W 89° 16' 43.1"

GROUNDWATER DATA: No free water encountered during auger drilling.

250504-1.GPJ

BURNS COOLEY DENNIS, INC.
GEOTECHNICAL AND MATERIALS ENGINEERING CONSULTANTS

FIGURE 4

LOG OF BORING NO. 2A

PROPOSED PEDESTRIAN BRIDGE NO. 2
GORDON'S CREEK LINEAR PARK RIVER PROJECT
HATTIESBURG, MISSISSIPPI

TYPE: 4" Short-flight auger to 13.5', then rotary wash to completion.

LOCATION: See Figure 1

SURFACE EL: ±ft

DEPTH, ft	DESCRIPTION OF MATERIAL	FIELD SPT DATA	DRY DENSITY LBS/CU FT	% PASSING NO. 200 SIEVE
0	Loose brown silty fine sand (SM) (FILL)	1-1-3		40.4
5		1-1-3		35.4
10		2-2-2		18.1
10	Stiff tan and light gray silty clay (CL) with mica	1-2-4		
15	- very stiff 16' - 23'			
20			83	
25			81	
25	- medium stiff below 28'			
30			83	
35	- with sand below 33'		92	
40	Medium dense tan and light gray gravelly fine to coarse sand (SP-SM), slightly silty	7-4-4		NP
45		6-5-5		9.6
45	Medium dense tan and light gray gravelly fine to coarse sand (SP)	5-7-7		2.1
60		7-9-9		0.7
70		7-8-11		
75	Dense tan sandy gravel (GP)	8-12-18		2.0
90		8-11-20		
90	Stiff light gray and tan clay (CH), slightly silty	7-4-4		
100				
105				
110				

○ - UC Cohesion, kips/sq ft △ - UU

1 2 3 4

SPT (N_{60}) ⊗ PLASTIC LIMIT WATER CONTENT % LIQUID LIMIT

16 20 40 60 80

Note: SPT performed using a calibrated Auto-Hammer. An energy correction factor of 1.48 is applied to calculate the plotted N_{60} values.

BORING DEPTH: 100 ft

DATE: 04/23/26 & 04/24/26

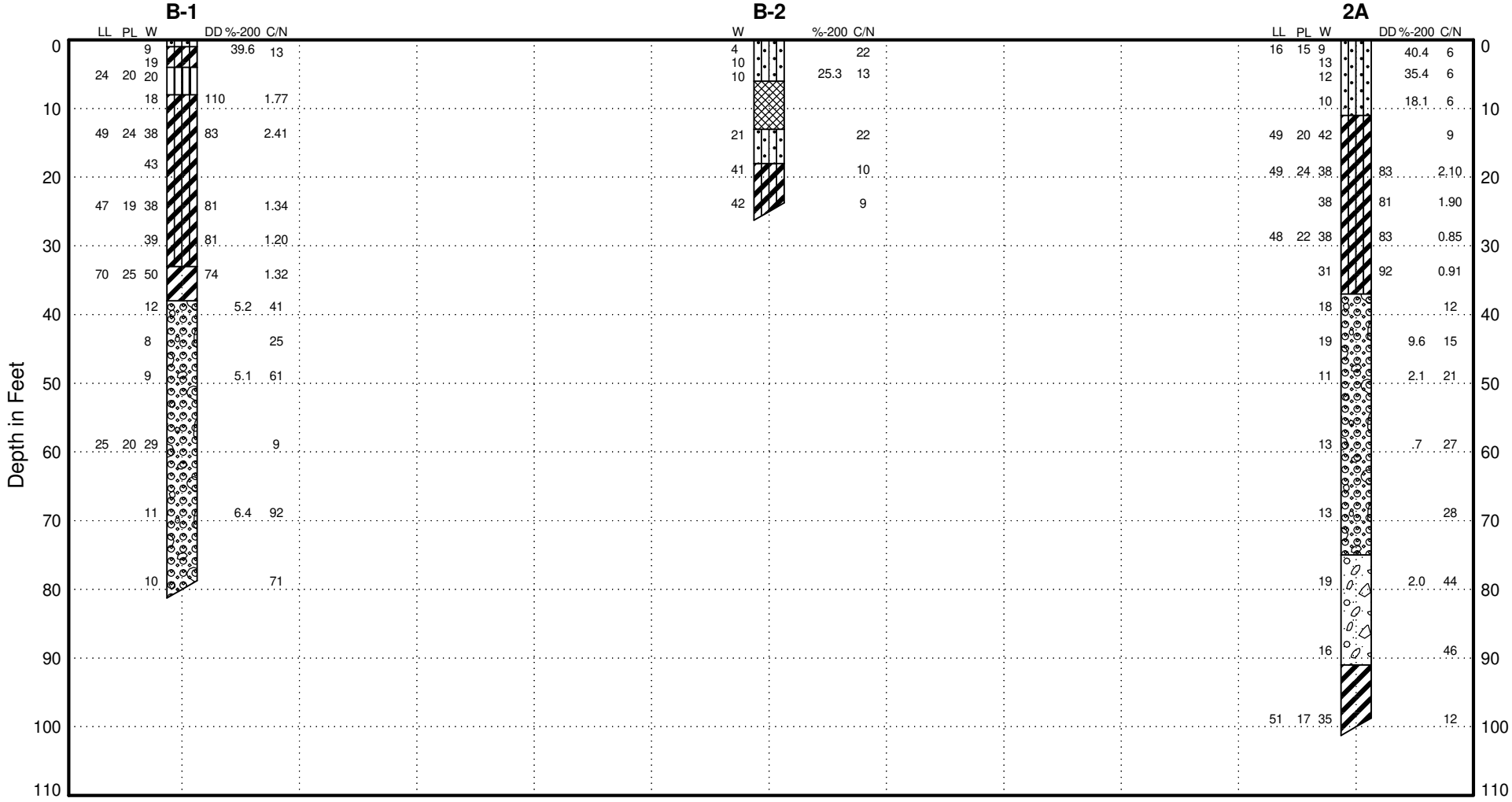
COMMENTS: Borehole filled with cement-bentonite grout after completion of drilling and sampling.
GPS Coordinates
N 31° 20' 0.1"
W 89° 16' 43.5"

GROUNDWATER DATA: No free water encountered during auger drilling.

250504-1.GPJ

BURNS COOLEY DENNIS, INC.
GEOTECHNICAL AND MATERIALS ENGINEERING CONSULTANTS

FIGURE 5



LEGEND:

LL = Liquid Limit
PL = Plastic Limit
W = Water Content
DD = Dry Density (pcf)
C/N = Cohesion (ksf)/Penetration Resistance, N (blows/ft) in the same column
MS = Matric Suction (tsf)
%-200 = % Passing No. 200 Sieve

NOTE: See Figure 2 for boring log legend.

SUBSURFACE SOIL PROFILE

PROPOSED PEDESTRIAN BRIDGE NO. 2
GORDON'S CREEK LINEAR PARK RIVER PROJECT
HATTIESBURG, MISSISSIPPI

Job No.	Date	Figure
250504-1	6/17/26	6

GENERIC FENCE (NEW 12-16-21)

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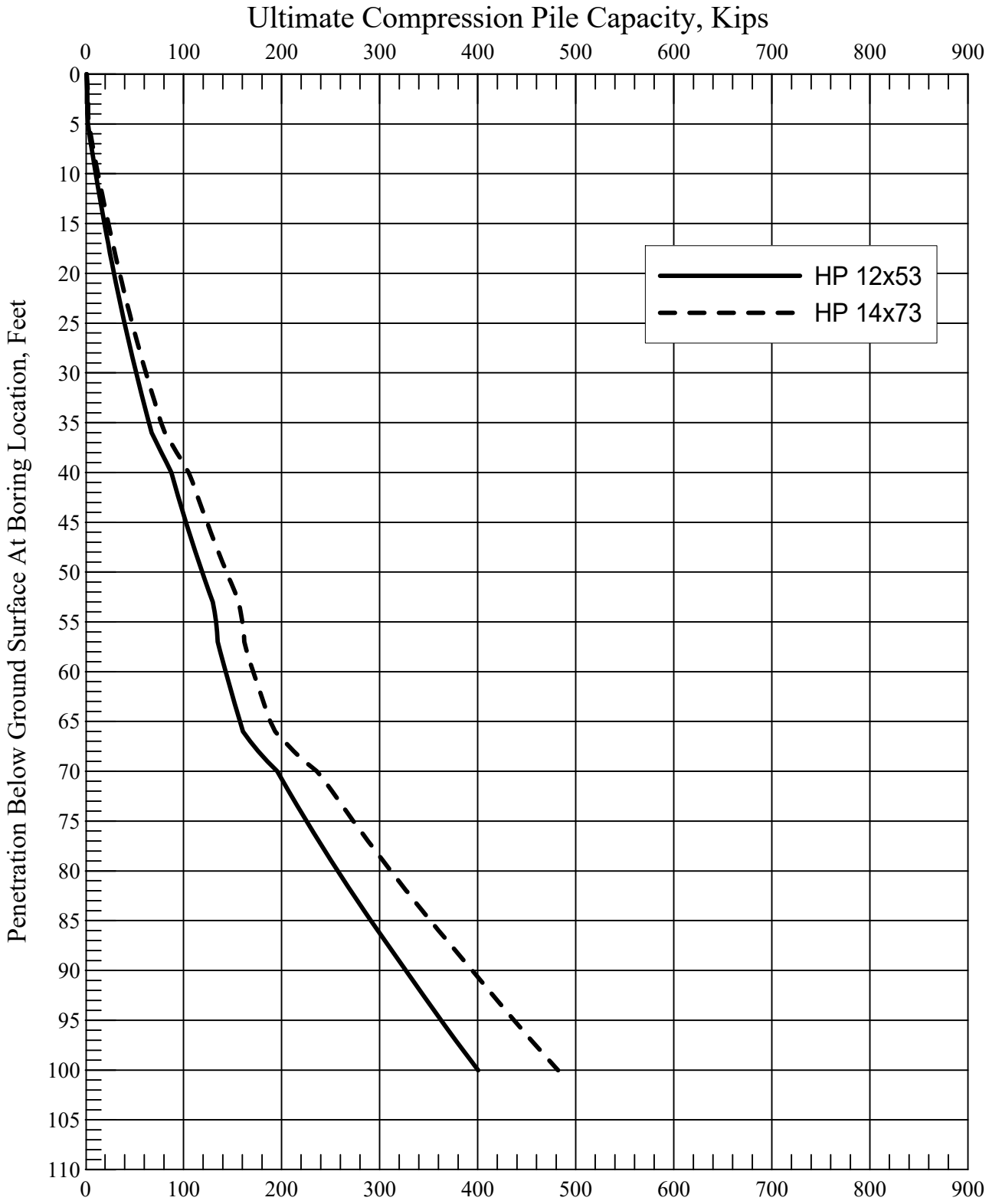


ULTIMATE COMPRESSION PILE CAPACITY CURVES

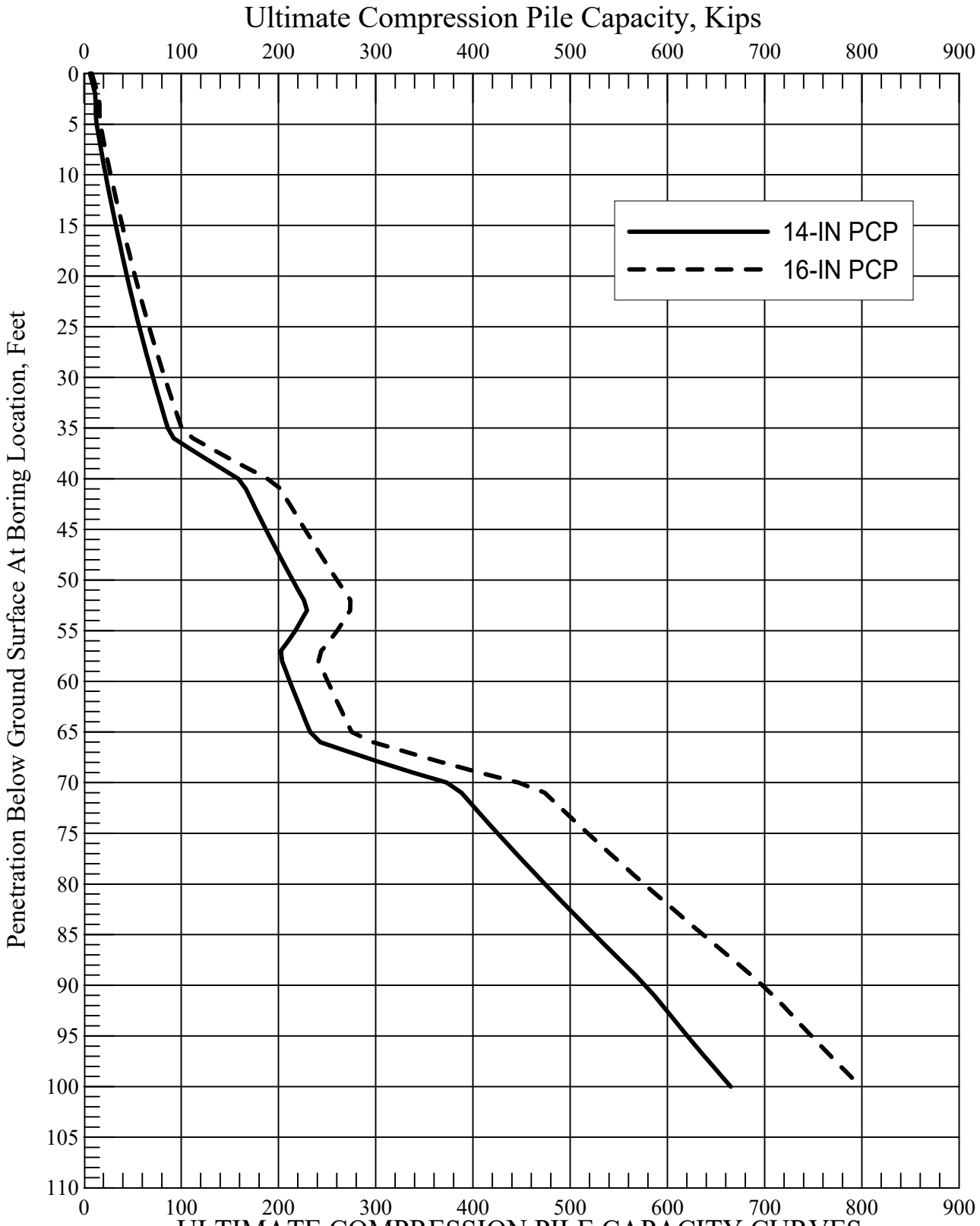
STEEL H-PILES

NORTH ABUTMENT

PROPOSED PEDESTRIAN BRIDGE NO. 2

GORDON'S CREEK LINEAR PARK RIVER PROJECT

HATTIESBURG, MISSISSIPPI



ULTIMATE COMPRESSION PILE CAPACITY CURVES

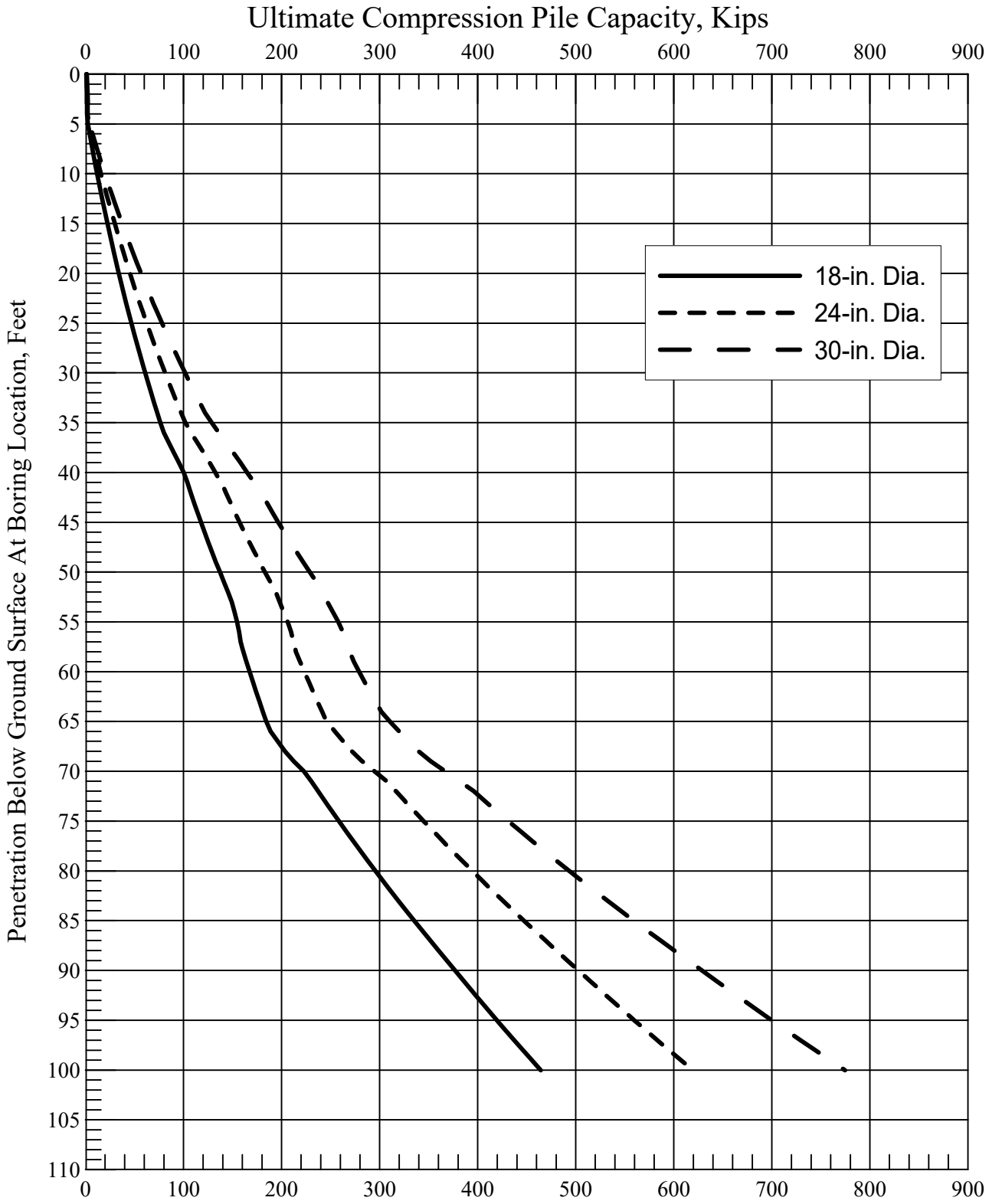
PRESTRESSED CONCRETE PILES

NORTH ABUTMENT

PROPOSED PEDESTRIAN BRIDGE NO. 2

GORDON'S CREEK LINEAR PARK RIVER PROJECT

HATTIESBURG, MISSISSIPPI



ULTIMATE COMPRESSION PILE CAPACITY CURVES

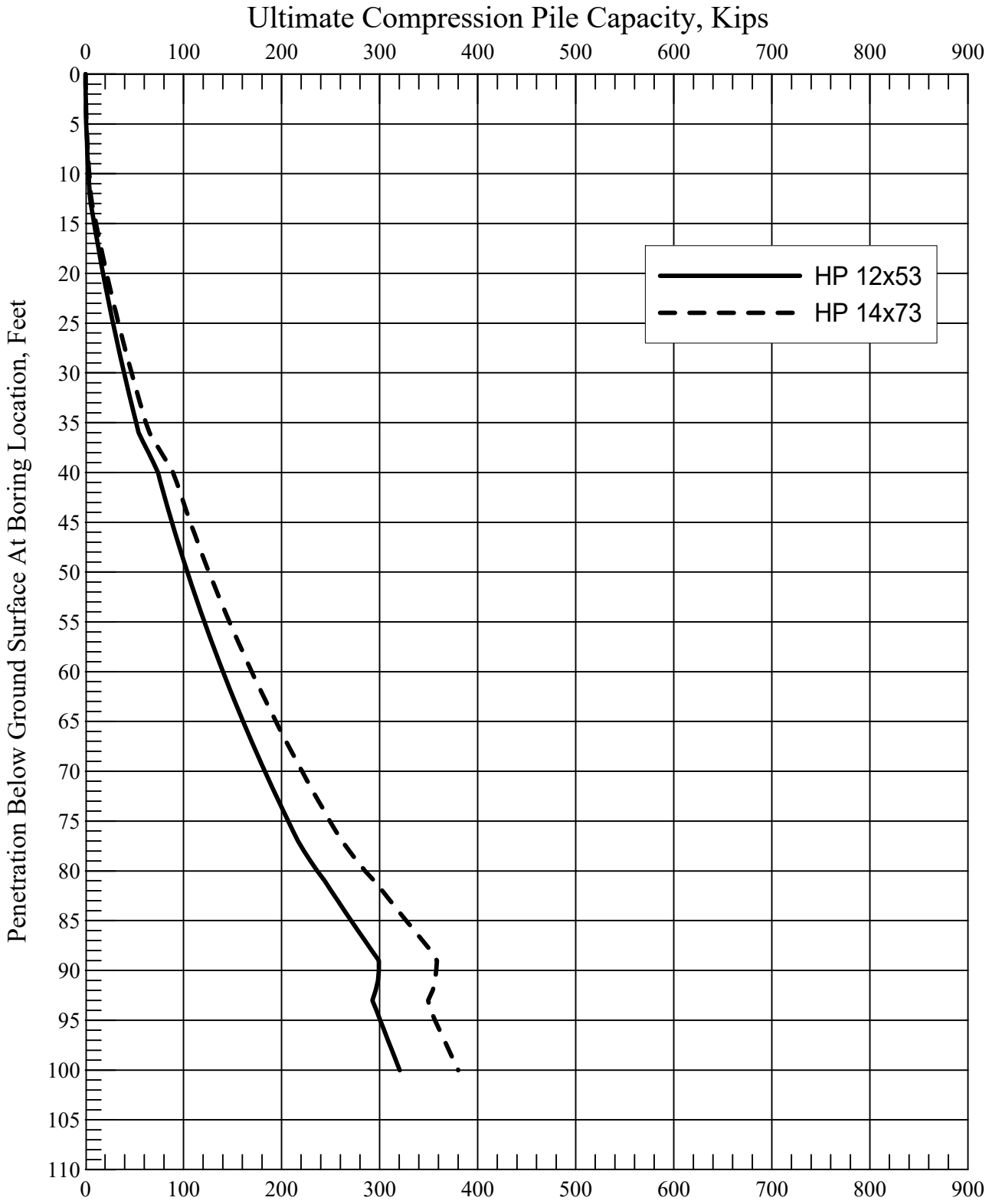
STEEL PIPE PILES

NORTH ABUTMENT

PROPOSED PEDESTRIAN BRIDGE NO. 2

GORDON'S CREEK LINEAR PARK RIVER PROJECT

HATTIESBURG, MISSISSIPPI



ULTIMATE COMPRESSION PILE CAPACITY CURVES

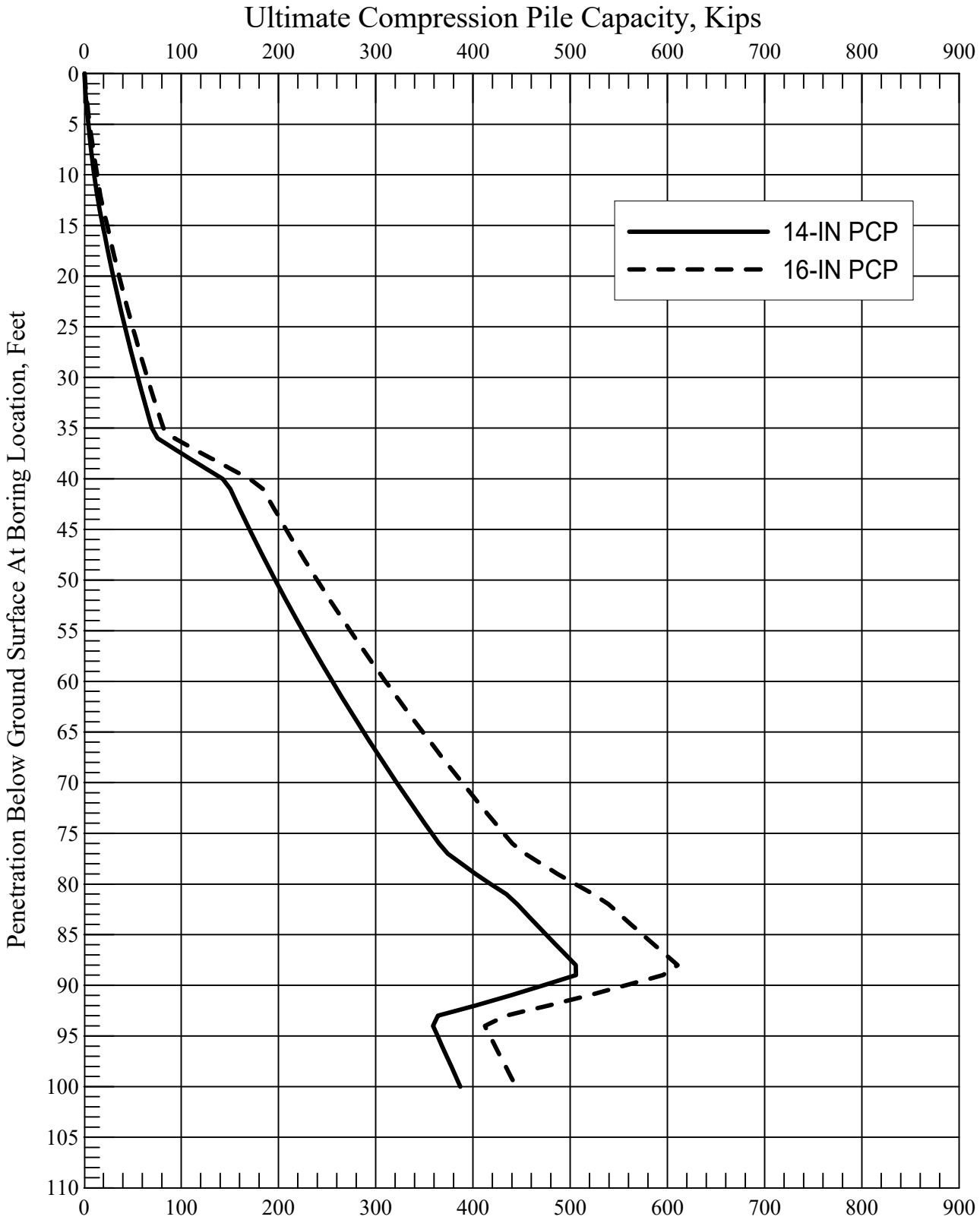
STEEL H-PILES

SOUTH ABUTMENT

PROPOSED PEDESTRIAN BRIDGE NO. 2

GORDON'S CREEK LINEAR PARK RIVER PROJECT

HATTIESBURG, MISSISSIPPI



ULTIMATE COMPRESSION PILE CAPACITY CURVES

PRESTRESSED CONCRETE PILES

SOUTH ABUTMENT

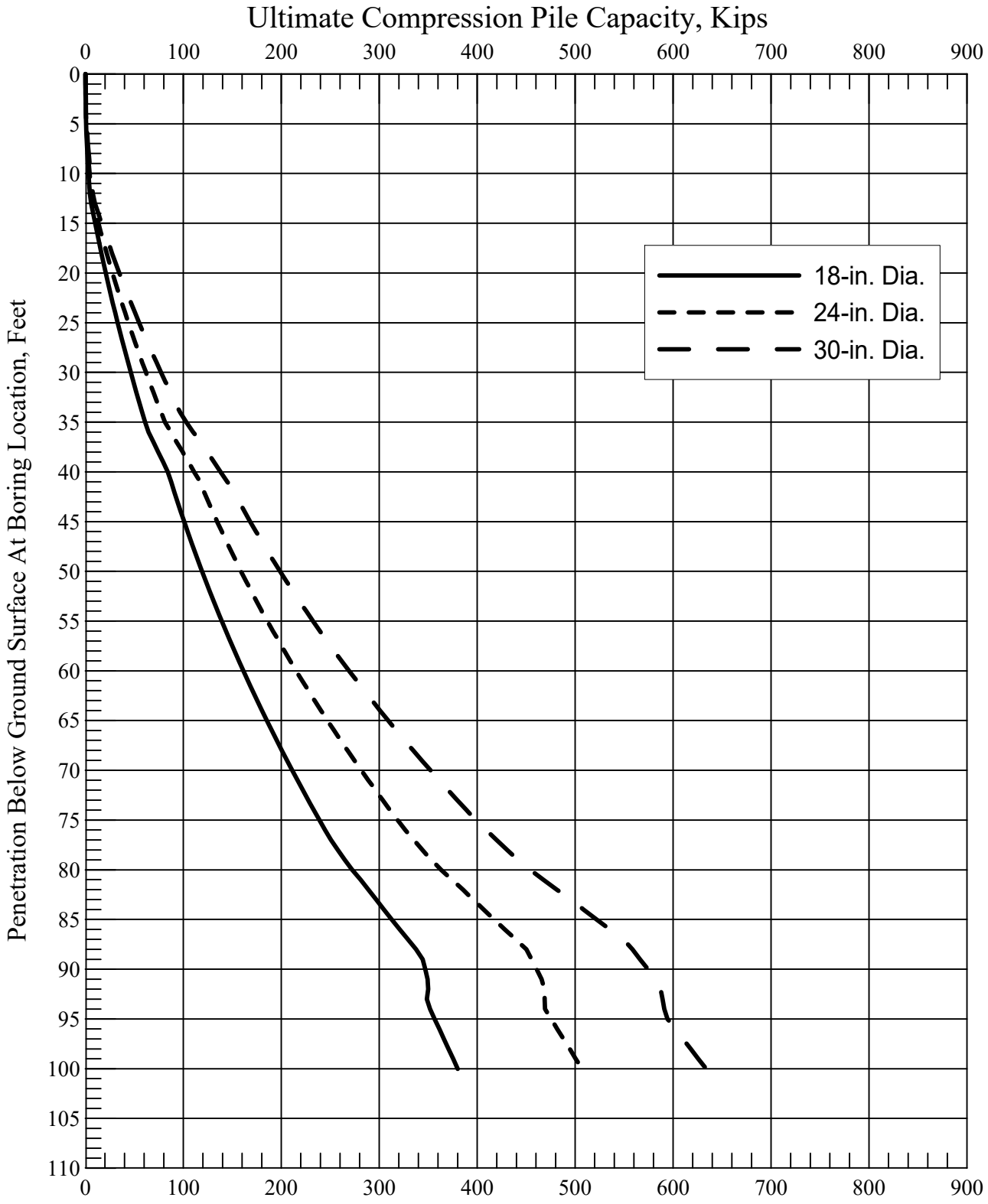
PROPOSED PEDESTRIAN BRIDGE NO. 2

GORDON'S CREEK LINEAR PARK RIVER PROJECT

HATTIESBURG, MISSISSIPPI

BURNS COOLEY DENNIS, INC.

FIGURE 11



ULTIMATE COMPRESSION PILE CAPACITY CURVES

STEEL PIPE PILES

SOUTH ABUTMENT

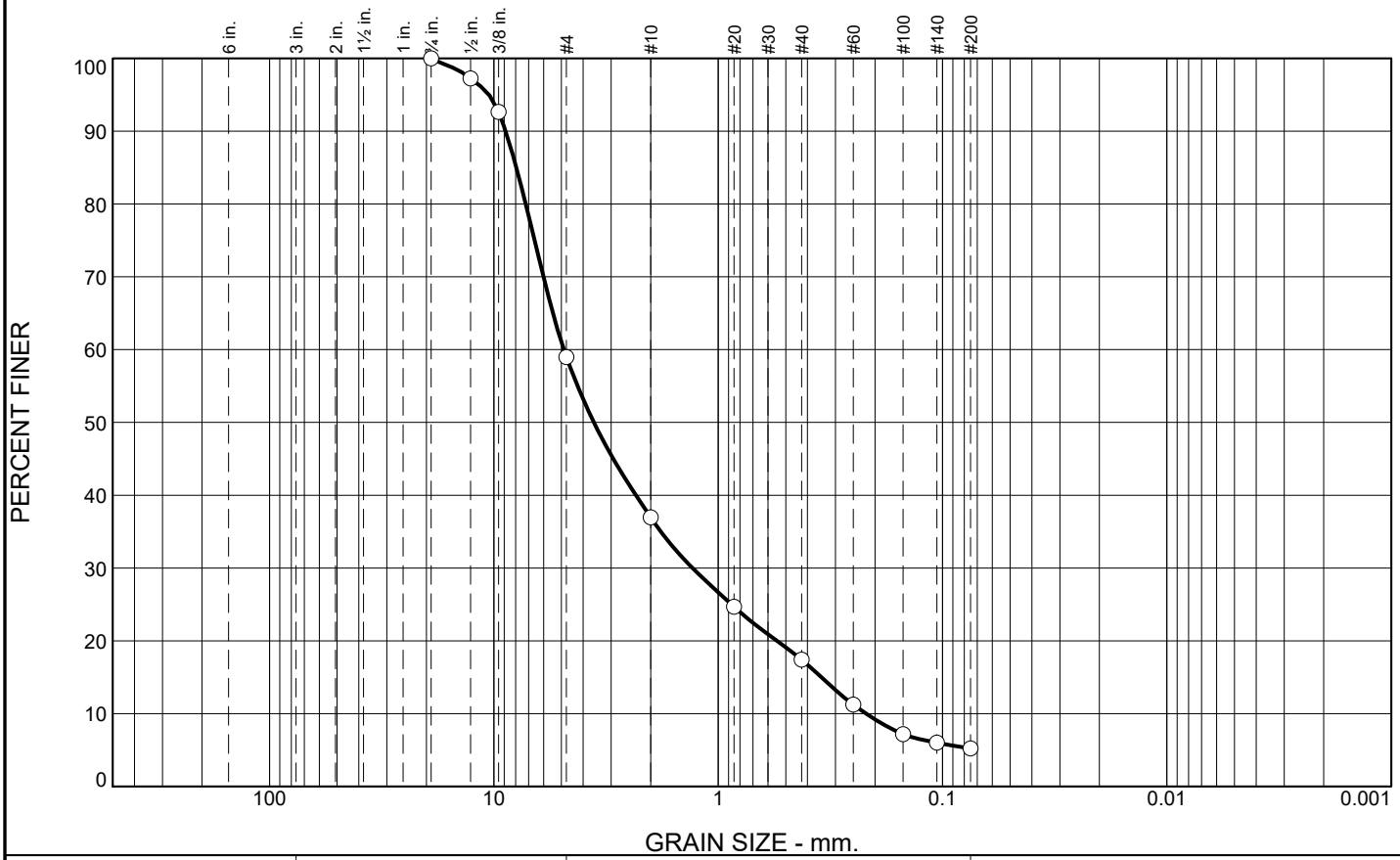
PROPOSED PEDESTRIAN BRIDGE NO. 2

GORDON'S CREEK LINEAR PARK RIVER PROJECT

HATTIESBURG, MISSISSIPPI

APPENDIX

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	41.0	22.0	19.6	12.2	5.2	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3/4	100.0		
1/2	97.2		
3/8	92.7		
#4	59.0		
#10	37.0		
#20	24.7		
#40	17.4		
#60	11.2		
#100	7.2		
#140	6.0		
#200	5.2		

* (no specification provided)

Soil Description

Tan and light gray gravelly fine to coarse sand (SP-SM), slightly silty

Atterberg Limits

PL= LL= PI=

Coefficients

D_{90}= 8.8569 D_{85}= 7.9320 D_{60}= 4.8779
D_{50}= 3.5845 D_{30}= 1.3020 D_{15}= 0.3470
D_{10}= 0.2192 C_u= 22.25 C_c= 1.59

Classification

USCS= SP-SM AASHTO=

Remarks

Source of Sample: B-1 **Depth:** 39.5'
Sample Number: 16

Date: 06-04-26

BURNS COOLEY DENNIS, INC.

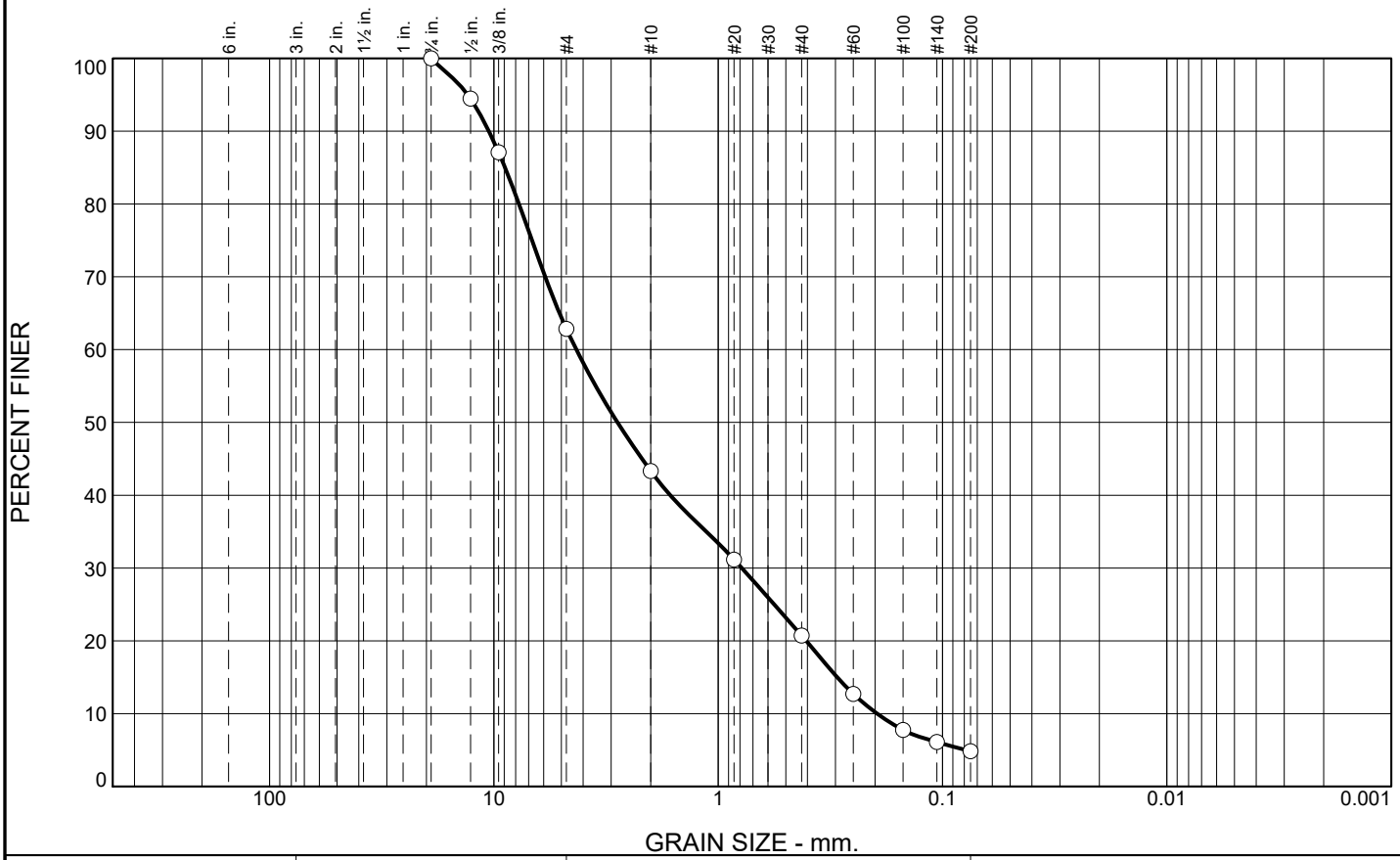
Ridgeland, Mississippi

Client:
Project: Gordon's Creek Linear Park

Project No: 250504-1 **Figure**

Tested By: aw / dw / nb **Checked By:** _____

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	37.2	19.5	22.6	15.9	4.8	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3/4	100.0		
1/2	94.5		
3/8	87.1		
#4	62.8		
#10	43.3		
#20	31.2		
#40	20.7		
#60	12.7		
#100	7.8		
#140	6.1		
#200	4.8		

* (no specification provided)

Soil Description

Tan and light gray gravelly fine to coarse sand (SP)

Atterberg Limits

PL= LL= PI=

Coefficients

D_{90}= 10.5249 D_{85}= 8.9104 D_{60}= 4.2885
D_{50}= 2.8129 D_{30}= 0.7856 D_{15}= 0.2951
D_{10}= 0.1957 C_u= 21.92 C_c= 0.74

Classification

USCS= SP AASHTO=

Remarks

Source of Sample: B-1 **Depth:** 49.5'
Sample Number: 18

Date: 06-04-26

BURNS COOLEY DENNIS, INC.

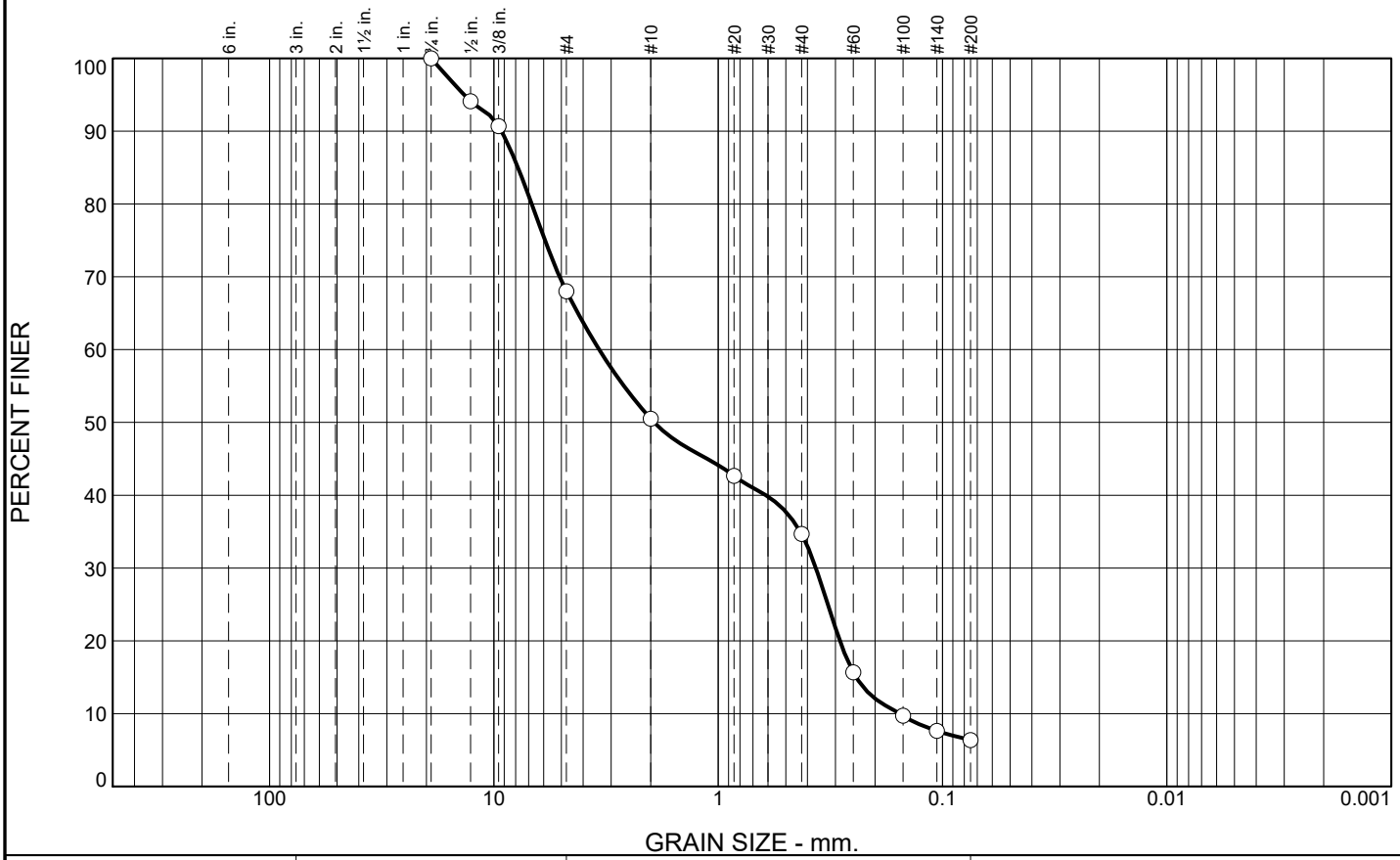
Ridgeland, Mississippi

Client:
Project: Gordon's Creek Linear Park

Project No: 250504-1 **Figure**

Tested By: aw / dw / nb **Checked By:** _____

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	32.0	17.5	15.8	28.3	6.4	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3/4	100.0		
1/2	94.1		
3/8	90.7		
#4	68.0		
#10	50.5		
#20	42.7		
#40	34.7		
#60	15.7		
#100	9.7		
#140	7.6		
#200	6.4		

* (no specification provided)

Soil Description

Tan and light gray gravelly fine to coarse sand (SP-SM), slightly silty

Atterberg Limits

PL= LL= PI=

Coefficients

D_{90}= 9.2435 D_{85}= 7.8028 D_{60}= 3.3944
D_{50}= 1.9291 D_{30}= 0.3671 D_{15}= 0.2427
D_{10}= 0.1551 C_u= 21.88 C_c= 0.26

Classification

USCS= SP-SM AASHTO=

Remarks

Source of Sample: B-1 **Depth:** 69.5'
Sample Number: 20

Date: 06-04-26

BURNS COOLEY DENNIS, INC.

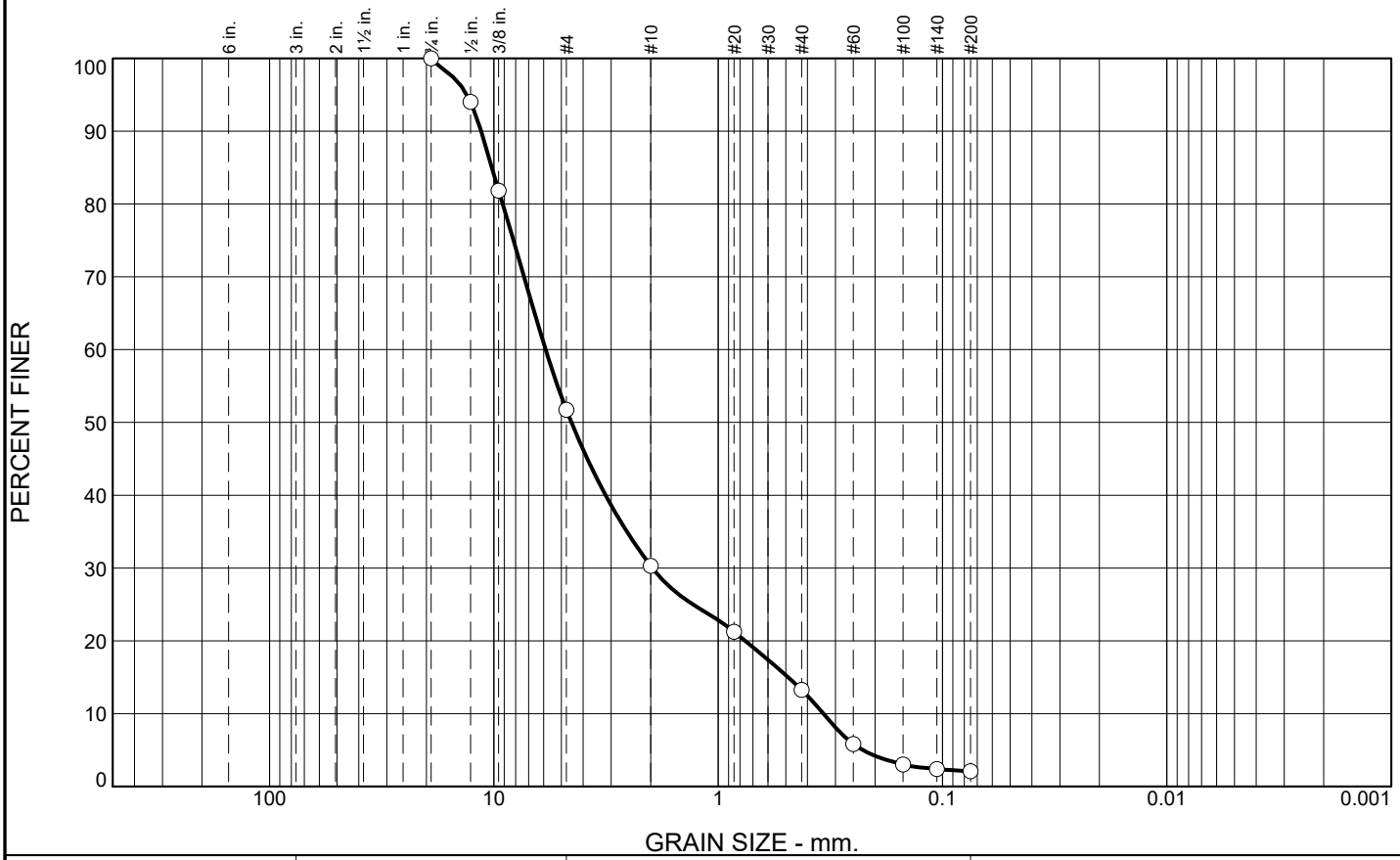
Ridgeland, Mississippi

Client:
Project: Gordon's Creek Linear Park

Project No: 250504-1 **Figure**

Tested By: aw / dw / nb **Checked By:** _____

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	48.3	21.4	17.0	11.2	2.1	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3/4	100.0		
1/2	94.0		
3/8	81.8		
#4	51.7		
#10	30.3		
#20	21.2		
#40	13.3		
#60	5.8		
#100	3.0		
#140	2.4		
#200	2.1		

* (no specification provided)

Soil Description

Tan and light gray gravelly fine to coarse sand (SP)

Atterberg Limits

PL= LL= PI=

Coefficients

D_{90}= 11.3869 D_{85}= 10.2150 D_{60}= 5.8756
D_{50}= 4.5109 D_{30}= 1.9665 D_{15}= 0.4889
D_{10}= 0.3400 C_u= 17.28 C_c= 1.94

Classification

USCS= SP AASHTO=

Remarks

Source of Sample: B-2A **Depth:** 49.5'
Sample Number: 16

Date: 06-04-26

BURNS COOLEY DENNIS, INC.

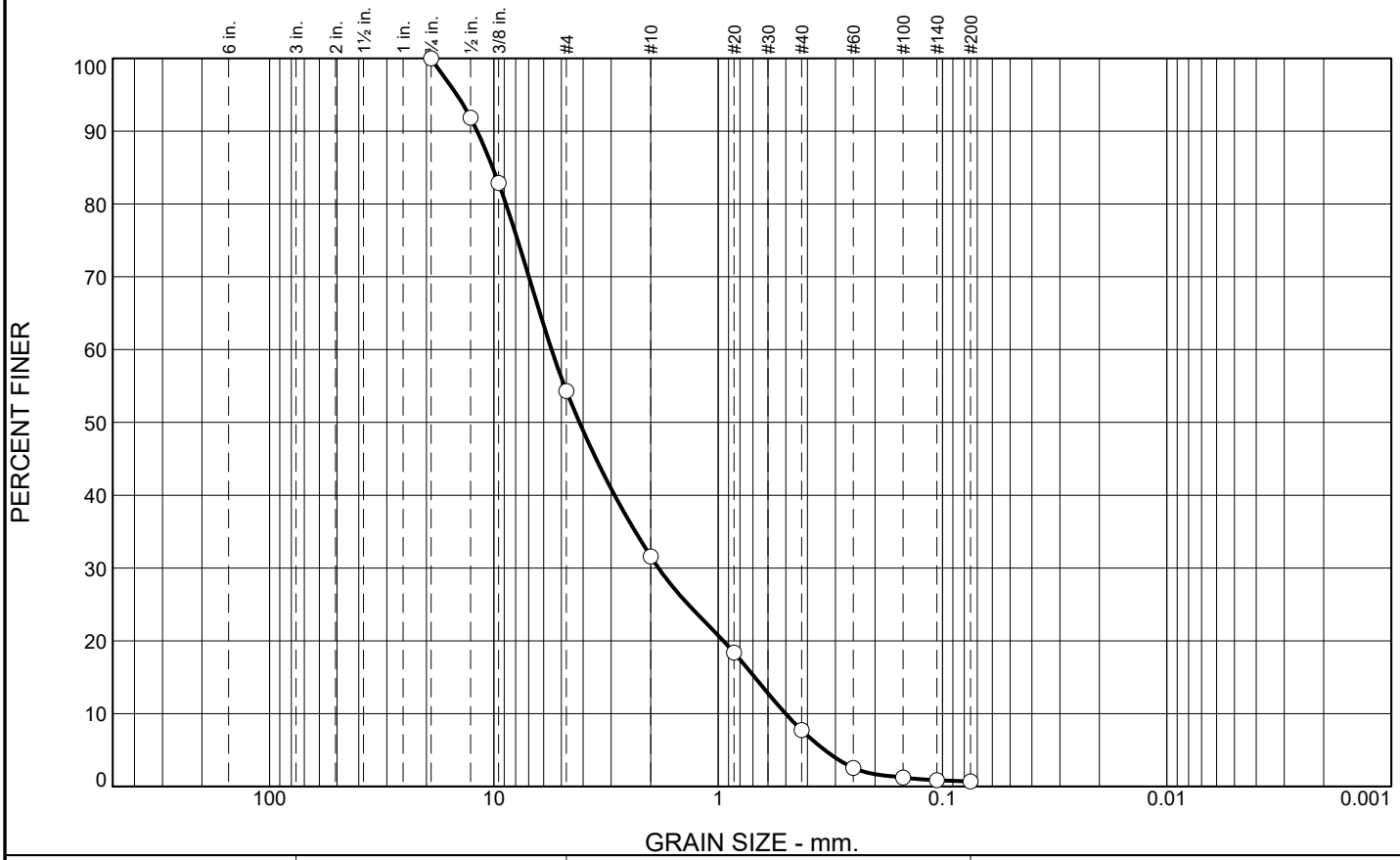
Ridgeland, Mississippi

Client:
Project: Gordon's Creek Linear Park

Project No: 250504-1 **Figure**

Tested By: aw / dw / nb **Checked By:** _____

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	45.7	22.7	23.9	7.0	0.7	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3/4	100.0		
1/2	91.9		
3/8	82.9		
#4	54.3		
#10	31.6		
#20	18.4		
#40	7.7		
#60	2.5		
#100	1.2		
#140	0.9		
#200	0.7		

* (no specification provided)

Soil Description

Tan and light gray gravelly fine to coarse sand (SP)

Atterberg Limits

PL= LL= PI=

Coefficients

D_{90}= 11.8591 D_{85}= 10.1155 D_{60}= 5.5311
D_{50}= 4.1566 D_{30}= 1.8468 D_{15}= 0.6881
D_{10}= 0.5014 C_u= 11.03 C_c= 1.23

Classification

USCS= SP AASHTO=

Remarks

Source of Sample: B-2A **Depth:** 59.5'
Sample Number: 17

Date: 06-04-26

BURNS COOLEY DENNIS, INC.

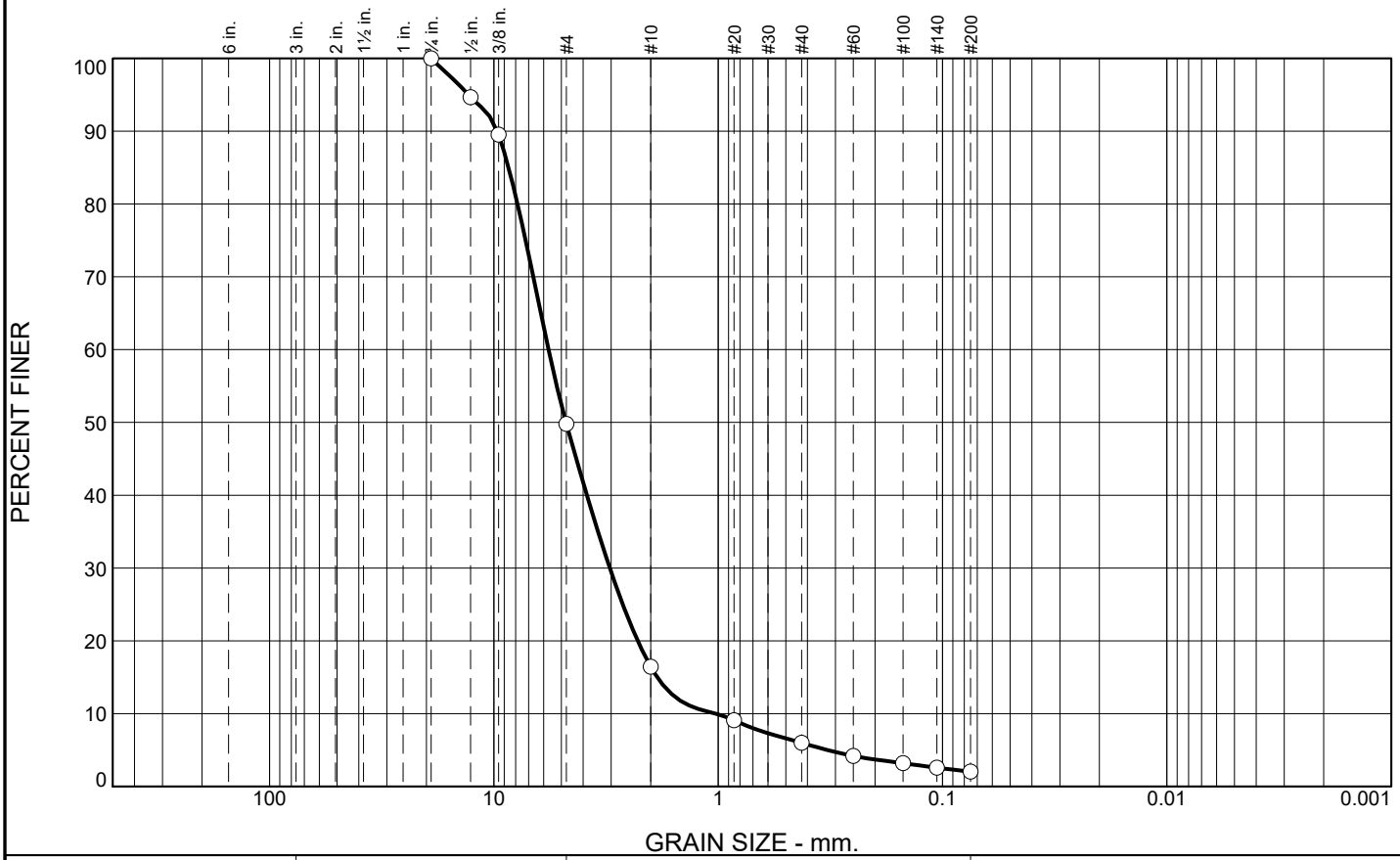
Ridgeland, Mississippi

Client:
Project: Gordon's Creek Linear Park

Project No: 250504-1 **Figure**

Tested By: aw / dw / nb **Checked By:** _____

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	50.2	33.4	10.4	4.0	2.0	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3/4	100.0		
1/2	94.7		
3/8	89.5		
#4	49.8		
#10	16.4		
#20	9.1		
#40	6.0		
#60	4.2		
#100	3.2		
#140	2.6		
#200	2.0		

* (no specification provided)

Soil Description

Tan and light gray sandy gravel (GP)

Atterberg Limits

PL= LL= PI=

Coefficients

D_{90}= 9.6511 D_{85}= 8.5942 D_{60}= 5.7018
D_{50}= 4.7699 D_{30}= 3.0443 D_{15}= 1.8709
D_{10}= 1.0317 C_u= 5.53 C_c= 1.58

Classification

USCS= GP AASHTO=

Remarks

Source of Sample: B-2A **Depth:** 80.0'
Sample Number: 19

Date: 06-04-26

BURNS COOLEY DENNIS, INC.

Ridgeland, Mississippi

Client:
Project: Gordon's Creek Linear Park

Project No: 250504-1 **Figure**

Tested By: aw / dw / nb **Checked By:** _____

Appendix B

Storm Water Pollution Prevention Plan

STORM WATER POLLUTION PREVENTION PLAN

GORDON'S CREEK LINEAR PARK: RIVER DISTRICT

CITY OF HATTIESBURG

HATTIESBURG, MISSISSIPPI

JULY 2026

PREPARED BY:

NEEL-SCHAFFER
Solutions you can build upon

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II. Site Information

III. Erosion and Sediment Controls

IV. Maintenance During Construction

V. Reporting Requirements

VI. Post Construction Controls

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VIII. Appendices

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Appendix E	Site Inspection and Certification Form
Appendix F	Mississippi Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas
Appendix G	Field Manual for Erosion and Sediment Control on Construction Sites in Mississippi

I. General Description of Project

The purpose of the project is to construct a recreational multi-use path on City of Hattiesburg property adjacent to Gordon's Creek and its junction with the Leaf River. The project will be constructed in an undeveloped wooded area. The existing area freely drains to Gordon's Creek over gently sloping terrain. Clearing, grubbing, and earthwork will be minimized to the greatest extent possible during construction of the pathway. The proposed project is estimated to disturb approximately 4 acres. The site is in Forrest County, Mississippi and within the City of Hattiesburg. The project will consist of the construction of the concrete pathway, a gravel access road, two pedestrian bridges, sidewalk drainage flumes, interpretive signage, and several ornamental landscaping and beautification areas.

II. Site Information

The site is in Section 2 and Section 11 of Township 4 North, Range 13 West, Forrest County, Mississippi. See below **Figure 1** on the next page for the Site Location Map.

According to the USDA-NRCS Soil Resource Report, the soil in the project area (not necessarily the disturbed area) is comprised of 100% BcA (Bassfield-Urban land complex, occasionally flooded). The Bassfield-Urban land complex generally has low slopes, is considered well drained, and has a low runoff class. See **Appendix A** for the soil report.

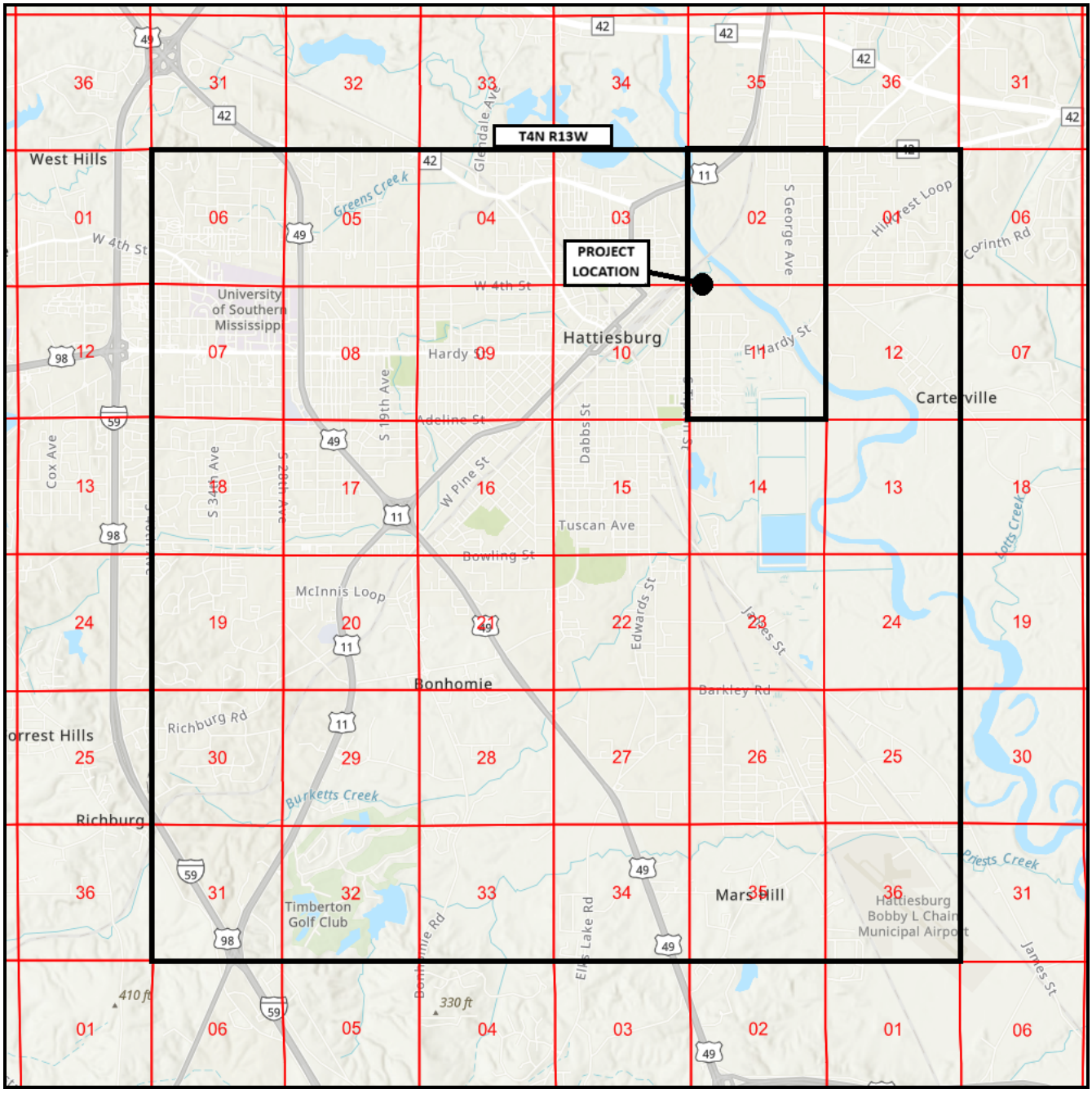

Figure 1 - Site Location Map

(Section 2 and Section 11 Township 4 North, Range 13 West, Forrest County, Mississippi)

III. Erosion and Sediment Controls

Soil stabilization-vegetative stabilization measures must be initiated no later than the next available workday if the area is not disturbed within fourteen (14) days or more. The appropriate temporary or permanent vegetative practices shall be implemented no later than the next available workday.

1. Provide and maintain a fifty (50) foot undisturbed buffer around the waters of the U.S. or provide and maintain an undisturbed natural buffer that is less than fifty (50) feet that is supplemented by additional erosion and sediment controls which in combination achieves the sediment load reduction equivalent to a fifty (50) foot undisturbed natural buffer. Storm water is to be directed to vegetated areas that maximize storm water infiltration to reduce pollutant discharges.

2. Topsoil should be stockpiled and used in areas that will be re-vegetated. When final grade is reached it should be disturbed to a minimum depth of 2 inches on 3:1 slopes and 4 inches on flatter slopes.

3. Heavy equipment used in areas to be re-vegetated shall be avoided. If compaction cannot be avoided, the top 4 inches of the soil bed should be tilled before re-vegetation. Any necessary fertilizer or other soil amendments should be added during the tilling process.

The 2011 Edition of the *Mississippi Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas* (found in **Appendix F**) in addition to the 2005 Edition of the *Field Manual for Erosion and Sediment Control on Construction Sites in Mississippi* (found in **Appendix G**) in Mississippi will be used as the guidelines for the Stormwater Pollution Prevention Plan for the proposed construction. Each Construction Contractor and Subcontractor will be required to use the applicable sections of the referenced documents for erosion and sedimentation control.

Silt fence, wattles, and/or other appropriate countermeasures will be erected and maintained on all drainage flowing out of the work area until completion of construction activities and permanent grass cover is established. Areas where construction activity temporarily ceases for more than 14 days, the appropriate temporary or permanent vegetative practices shall be initiated no later than the next working day.

Wattles will be used in conjunction with silt fence to help control the flow of water within and across the work area. All wattles will be removed after permanent grass cover is established. Sandbags and/or gravel will be used for inlet protection and will be removed once inlet areas are paved or permanently grassed. Stockpiled soil shall be protected by plastic sheeting held in place by sandbags or a collection trench protected with silt fence or wattles. A waste pit shall be established to contain waste from concrete truck wash-out. The debris from this pit shall be removed and at the completion of the project.

All control measures and housekeeping practices shall be in full compliance with the *Mississippi Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas* and the *Field Manual for Erosion and Sediment Control on Construction Sites in Mississippi* (See attached general installation/placement of control measures).

The maximum total acreage that can be disturbed, at one time, on the project is 4.0 acres. The Contractor shall be required to "stabilize" disturbed areas prior to opening additional sections of the project. "Stabilized" shall be when the disturbed area has been grassed either temporary or permanent, and mulched according to the specifications. Disturbed areas include roadbeds, slopes, and other remaining areas within the project limits. All erosion control measures shall be monitored closely during the life of the project. The erosion control plan is a living document and shall be modified and updated as field conditions warrant.

During this construction project, erosion controls, sediment controls, and stormwater management activities will be installed (per the *Mississippi Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas,*

Volume 2 Stormwater Management) which will capture stormwater runoff from the site, allowing sediment, nutrients, and contaminants to filter and settle out of the stormwater prior to discharging to the Gordon's Creek. Through the use of properly designed, installed, and maintained BMPs, we are asserting the stormwater runoff from the construction site will be no different than the stormwater that currently runs off the site.

1. Steep Slopes that cannot be avoided must have, at a minimum, silt fence or equivalent sediment controls for all down slope boundaries.
2. Construction entrances/exits shall be installed wherever traffic will be leaving a construction site and moving directly onto a paved public road.
3. Storm Drain Inlets that could receive storm water from construction activities shall be protected by surrounding or covering with a filter material until final stabilization has been achieved.
4. Perimeter silt fencing and brush barriers shall be maintained throughout the life of the project.
5. Construction activities shall be scheduled or sequenced to concentrate work in certain areas to minimize the amount of soil that is exposed at one time.
6. Silt fencing shall remain installed until such time as the engineer deems that the permanent grass establishment is sufficient.
7. Although the owner will retain other undeveloped land, no construction activity will take place outside of the project limits shown.

Implementation of Controls:

1. Install erosion controls as shown on the plan details and temporarily adjust and replace them for utility installations. When the height of the accumulated sediment reaches 1/3 of the height of the control, sediment shall be removed. Non-functional controls shall be replaced within 24 hours of discovery. When a disturbed area is to be left 14 days or more, the appropriate temporary or permanent vegetative practices shall be initiated no later than the next working day.
2. The owner, in disturbing an area, shall implement controls as needed to prevent erosion and adverse impacts to the waters of the State.
3. Comply with applicable State and local waste and sanitary sewer disposal regulations.

Housekeeping Practices:

1. The permit holder shall design, install, implement and maintain practices appropriate to prevent pollutants from entering storm water from construction sites because of poor housekeeping. These practices are listed in the SWPPP and located on the site map.
2. Chemicals, solvents, paints, fuels and other potential pollutants shall be kept under cover in a location that is not affected by storm water runoff. Equipment and containers are not to be washed in an area that will allow runoff to directly enter a stream or storm drain inlet.
3. <u>Equipment Maintenance and Repair:</u>
   There shall be no major maintenance and/or repairs performed within the project area. Minor maintenance and repairs shall be permitted only after appropriate erosion control measures are in place.
4. <u>Concrete Chute Wash Off:</u>
   There will be an established collection pit for concrete chute wash off. Debris from this pit shall be collected and emptied off site.
5. <u>Waste Receptacles and Waste Collection:</u>
   Each construction crew will be responsible for providing waste receptacles for their use. The receptacles shall be emptied off site at an appropriate interval.
6. <u>Sanitary Facilities:</u>

Each construction crew shall be responsible for providing and maintaining adequate sanitary facilities for their own use. Please note that the sanitary facilities are not permitted to discharge into State Waters. Portable facilities shall not be placed near storm water inlets. Portable facilities in which the sanitary waste is collected shall be disposed of at an appropriate treatment facility.

IV. Maintenance During Construction

Construction will not begin until adequate erosion control measures are in place. A construction sequence shall be as follows.

Construction Sequence:

1. Obtain plan approval and other applicable permits.
2. Hold preconstruction conference at least one week prior to starting construction. Weekly review of erosion, sediment, and stormwater control plan will be conducted.
3. Flag the work limits.
4. Install sediment controls as the first construction activity. Sediment controls are to be installed at locations indicated on the Contractor's Erosion Control Plan. Install construction entrances at each entry point.
5. All erosion and sediment control practices will be inspected weekly and after a rain that produces a discharge. Necessary repairs will be made immediately. Controls will be monitored and maintained throughout the project duration
6. Clear and grub the project site.
7. Complete site work and grading/drainage installation.
8. Complete final grading of grounds and permanently vegetate, landscape, and mulch.
9. After site is stabilized, remove all temporary erosion control measures and install permanent vegetation on any disturbed areas.
10. Estimated time before final stabilization from commencement of project ~ 12 months.

The maintenance plan shall be as follows:

Short Term Maintenance

1. All erosion and sediment controls will be checked for stability and operation following every runoff-producing rainfall but in no case less than once every week. Any needed repairs will be made immediately to maintain all practices as designed.
2. Sediment will be removed from behind the sediment barriers when one-third to one-half of the height of the barrier is reached. Sediment barriers will be replaced as necessary to maintain all sediments within the project site.
3. All seeded areas will be fertilized, reseeded as necessary, and mulched according to specifications in the vegetative plan to maintain a vigorous, dense vegetative cover.
4. As needed, new or additional workers will be utilized in the implementation of the operation and maintenance of plan features.

Long Term Maintenance

1. All vegetated areas will be maintained in adequate condition to provide proper ground cover, thereby reducing erosion potential.
2. Areas where vegetation is lost will be fertilized, seeded, and maintained as necessary to restore ground cover.

Maintenance and Weekly Inspections:

1. Inspection of all erosion controls shall be performed weekly and after a rain that produces a discharge. Record of such inspections shall be made and documented on the attached form. Inspections must continue until construction is completed or land disturbing activities have ceased and ground cover is established.
2. Maintenance and additional controls may be installed as directed by the Engineer or Owner, based on construction activities and practices.

These measures will generally consist of the items stated in Section III of this report. The measures shall remain in place during construction. Any disturbed or damaged control measures shall be immediately repaired or replaced.

1. Accumulation of soils at construction entrance(s) will be washed or swept to sediment barriers for collection.
2. Silt fences will be inspected for depth of sediment, tears, to see if the fabric is securely attached to fence posts, and to see that the fence posts are firmly in the ground at each inspection.
3. Wattles will be inspected for displacement and stake attachment.
4. Sandbags will be inspected for placement and stability.
5. Temporary and permanent seeding/sodding will be inspected for bare spots, washouts, and healthy growth.
6. Permanent grassing of the project area shall commence as soon as practical. All grassed areas shall be maintained to an acceptable level until the construction is completed.

V. Reporting Requirements

All inspection of erosion and sediment controls shall be kept using the forms included in Appendices.

In addition, The Contractor shall submit monthly the erosion control inspections to the Engineer of Record and maintain inspection records on site.

VI. Post Construction Controls

Controls after the project has been completed will consist of permanent grass growth being established.

VII. Floccuant Application:

Flocculants are not used for this project.

VIII. Prepare Scaled Site Map(s):

See Attached Drawings in applicable appendices.

XV. Non-Storm Water Discharge Management:

See Attached Drawings in applicable appendices.

XVI. Final Stabilization:

All disturbed areas shall receive the appropriate permanent vegetative practices no later than the next working day within fourteen (14) days of no disturbance.

END OF SECTION

APPENDICES

Appendix A	USDA-NRCS Soils Resource Report
Appendix B	Erosion Control Plan Sheets from Construction Drawings
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APPENDIX A

NRCS SOILS RESOURCE REPORT

(29 SHEETS TOTAL)

United States Department of Agriculture

NRCS

Natural Resources Conservation Service

A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

Custom Soil Resource Report for Forrest County, Mississippi



June 30, 2026

Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (https://offices.sc.egov.usda.gov/locator/app?agency=nrcs) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.



Map Scale: 1:5,320 if printed on A portrait (8.5" x 11") sheet.

N

Meters
0 50 100 200 300

Feet
0 250 500 1000 1500

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

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This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Forrest County, Mississippi
Survey Area Data: Version 21, Sep 4, 2025

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Nov 14, 2021—Nov 24, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
BcA	Bassfield-Urban land complex, occasionally flooded	124.1	90.1%
JN	Jena-Nugent association, frequently flooded	8.3	6.0%
Ur	Urban land	0.2	0.1%
W	Water	5.1	3.7%
Totals for Area of Interest		**137.7**	**100.0%**

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or

landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Forrest County, Mississippi

BcA—Bassfield-Urban land complex, occasionally flooded

Map Unit Setting

National map unit symbol: c4p8
Elevation: 130 to 180 feet
Mean annual precipitation: 60 to 75 inches
Mean annual air temperature: 64 to 70 degrees F
Frost-free period: 270 to 335 days
Farmland classification: Not prime farmland

Map Unit Composition

Bassfield and similar soils: 45 percent
Urban land: 40 percent
Minor components: 2 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Bassfield

Setting

Landform: Stream terraces
Landform position (two-dimensional): Shoulder
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Loamy over sandy alluvium deposits

Typical profile

H1 - 0 to 10 inches: fine sandy loam
H2 - 10 to 41 inches: sandy loam
H3 - 41 to 70 inches: loamy sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Very low
Capacity of the most limiting layer to transmit water (Ksat): High (2.00 to 6.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: Occasional
Frequency of ponding: None
Available water supply, 0 to 60 inches: Moderate (about 6.6 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 2s
Hydrologic Soil Group: A
Hydric soil rating: No

Description of Urban Land

Setting

Landscape: Uplands
Parent material: Loamy marine deposits

Typical profile

H1 - 0 to 6 inches: sandy loam

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 8s
Hydric soil rating: No

Minor Components

Unnamed hydric soils (133dr)

Percent of map unit: 2 percent
Landform: Drainageways
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Linear
Hydric soil rating: Yes

JN—Jena-Nugent association, frequently flooded

Map Unit Setting

National map unit symbol: c4pr
Elevation: 50 to 230 feet
Mean annual precipitation: 60 to 75 inches
Mean annual air temperature: 64 to 70 degrees F
Frost-free period: 270 to 335 days
Farmland classification: Not prime farmland

Map Unit Composition

Jena and similar soils: 50 percent
Nugent and similar soils: 35 percent
Minor components: 5 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Jena

Setting

Landform: Natural levees
Landform position (two-dimensional): Shoulder
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Loamy alluvium

Typical profile

H1 - 0 to 8 inches: fine sandy loam
H2 - 8 to 42 inches: silt loam
H3 - 42 to 60 inches: sandy loam

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.60 to 2.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: Frequent
Frequency of ponding: None
Available water supply, 0 to 60 inches: Moderate (about 8.3 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 5w
Hydrologic Soil Group: B
Hydric soil rating: Yes

Description of Nugent

Setting

Landform: Natural levees
Landform position (two-dimensional): Shoulder
Landform position (three-dimensional): Rise
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Sandy alluvium deposits

Typical profile

H1 - 0 to 9 inches: loamy sand
H2 - 9 to 70 inches: stratified loamy sand to fine sandy loam

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Excessively drained
Runoff class: Very low
Capacity of the most limiting layer to transmit water (Ksat): High (2.00 to 6.00 in/hr)
Depth to water table: About 42 to 72 inches
Frequency of flooding: Frequent
Frequency of ponding: None
Available water supply, 0 to 60 inches: Low (about 5.9 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 5w
Hydrologic Soil Group: A
Hydric soil rating: Yes

Minor Components

Unnamed hydric soils (133dr)

Percent of map unit: 5 percent
Landform: Drainageways
Landform position (three-dimensional): Dip
Down-slope shape: Linear

Across-slope shape: Linear
Hydric soil rating: Yes

Ur—Urban land

Map Unit Setting

National map unit symbol: c4qj
Landscape: Uplands
Mean annual precipitation: 60 to 75 inches
Mean annual air temperature: 64 to 70 degrees F
Frost-free period: 270 to 335 days
Farmland classification: Not prime farmland

Map Unit Composition

Urban land: 100 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Urban Land

Setting

Landscape: Uplands
Parent material: Loamy marine deposits

Typical profile

H1 - 0 to 6 inches: sandy loam

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 8s
Hydric soil rating: No

W—Water

Map Unit Composition

Water: 100 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Soil Information for All Uses

Soil Properties and Qualities

The Soil Properties and Qualities section includes various soil properties and qualities displayed as thematic maps with a summary table for the soil map units in the selected area of interest. A single value or rating for each map unit is generated by aggregating the interpretive ratings of individual map unit components. This aggregation process is defined for each property or quality.

Soil Erosion Factors

Soil Erosion Factors are soil properties and interpretations used in evaluating the soil for potential erosion. Example soil erosion factors can include K factor for the whole soil or on a rock free basis, T factor, wind erodibility group and wind erodibility index.

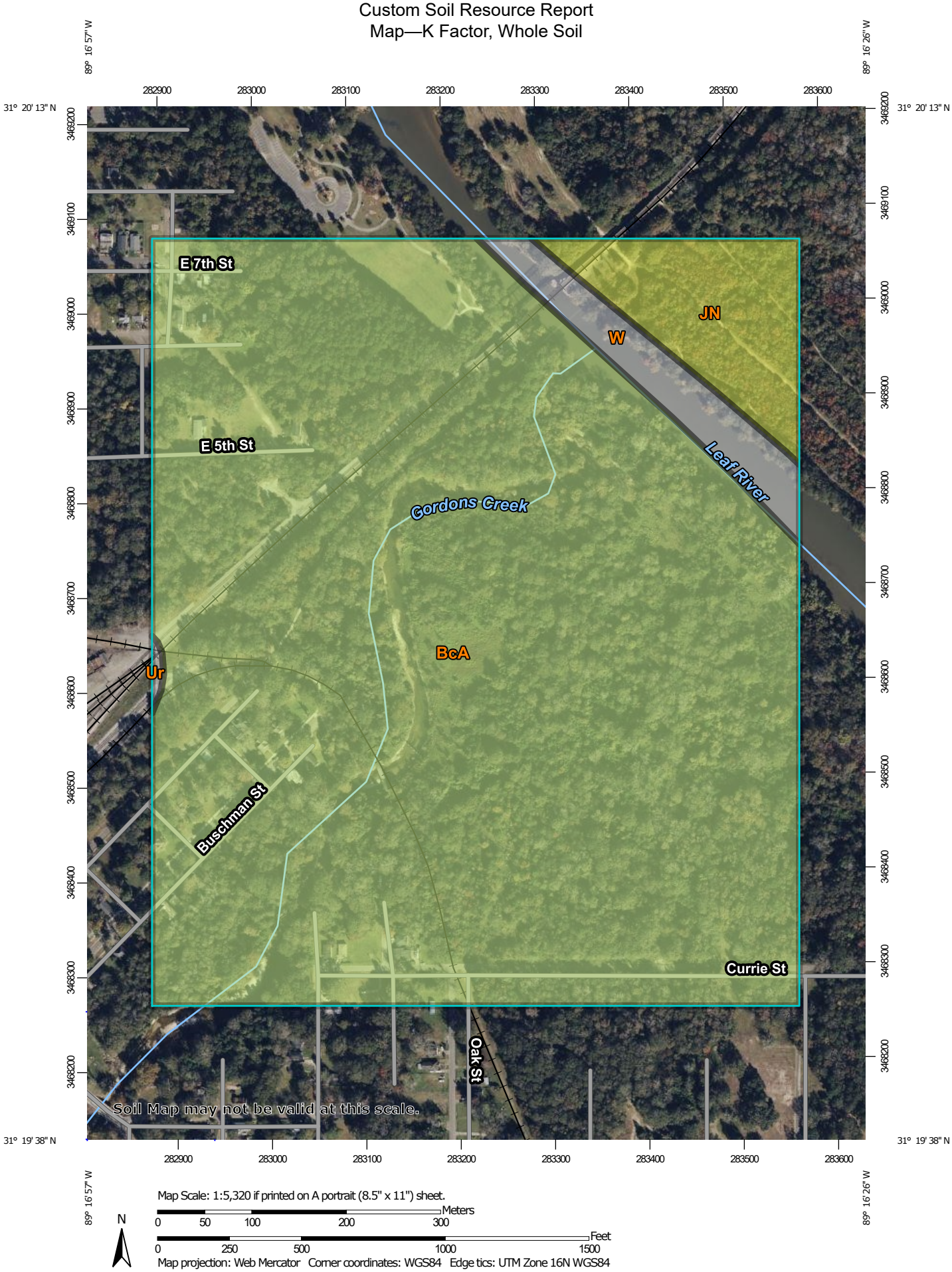
K Factor, Whole Soil

Erosion factor K indicates the susceptibility of a soil to sheet and rill erosion by water. Factor K is one of six factors used in the Universal Soil Loss Equation (USLE) and the Revised Universal Soil Loss Equation (RUSLE) to predict the average annual rate of soil loss by sheet and rill erosion in tons per acre per year. The estimates are based primarily on percentage of silt, sand, and organic matter and on soil structure and saturated hydraulic conductivity (Ksat). Values of K range from 0.02 to 0.69. Other factors being equal, the higher the value, the more susceptible the soil is to sheet and rill erosion by water.

"Erosion factor Kw (whole soil)" indicates the erodibility of the whole soil. The estimates are modified by the presence of rock fragments.

Factor K does not apply to organic horizons and is not reported for those layers.

Map—K Factor, Whole Soil



MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils

Soil Rating Polygons
- .02
- .05
- .10
- .15
- .17
- .20
- .24
- .28
- .32
- .37
- .43
- .49
- .55
- .64
- Not rated or not available

Soil Rating Lines
- .02
- .05
- .10
- .15
- .17
- .20
- .24
- .28
- .32
- .37
- .43
- .49
- .55
- .64
- Not rated or not available

Soil Rating Points
- .02
- .05
- .10
- .15
- .17
- .20
- .24
- .28
- .32
- .37
- .43
- .49
- .55
- .64
- Not rated or not available

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Forrest County, Mississippi
Survey Area Data: Version 21, Sep 4, 2025

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Nov 14, 2021—Nov 24, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Table—K Factor, Whole Soil

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
BcA	Bassfield-Urban land complex, occasionally flooded	.24	124.1	90.1%
JN	Jena-Nugent association, frequently flooded	.20	8.3	6.0%
Ur	Urban land		0.2	0.1%
W	Water		5.1	3.7%
Totals for Area of Interest			**137.7**	**100.0%**

Rating Options—K Factor, Whole Soil

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

Layer Options (Horizon Aggregation Method): Surface Layer (Not applicable)

Soil Qualities and Features

Soil qualities are behavior and performance attributes that are not directly measured, but are inferred from observations of dynamic conditions and from soil properties. Example soil qualities include natural drainage, and frost action. Soil features are attributes that are not directly part of the soil. Example soil features include slope and depth to restrictive layer. These features can greatly impact the use and management of the soil.

Hydrologic Soil Group

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

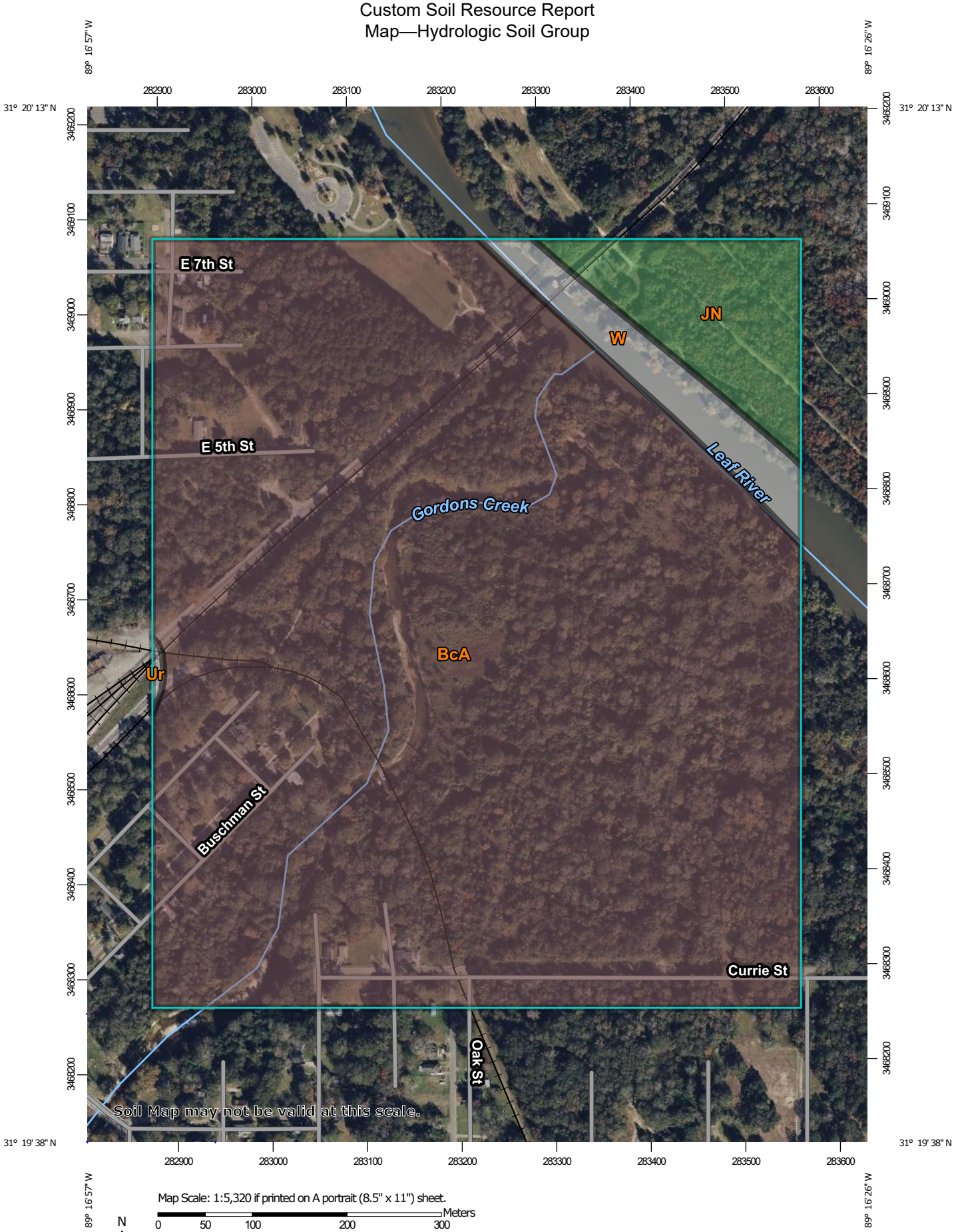
Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.


89° 16' 57" W
89° 16' 26" W
31° 20' 13" N
31° 19' 38" N
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3469100
3469000
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3468400
3468300
3468200
E 7th St
E 5th St
JN
W
Leaf River
Gordons Creek
BcA
Ur
Buschman St
Currie St
Oak St
Soil Map may not be valid at this scale.
Map Scale: 1:5,320 if printed on A portrait (8.5" x 11") sheet.
N
Meters
0 50 100 200 300
Feet
0 250 500 1000 1500
Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils

Soil Rating Polygons
- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

Soil Rating Lines
- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

Soil Rating Points
- A
- A/D
- B
- B/D
- C
- C/D
- D
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Water Features
- Streams and Canals

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Table—Hydrologic Soil Group

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Ur	Urban land		0.2	0.1%
W	Water		5.1	3.7%
Totals for Area of Interest			**137.7**	**100.0%**

Rating Options—Hydrologic Soil Group

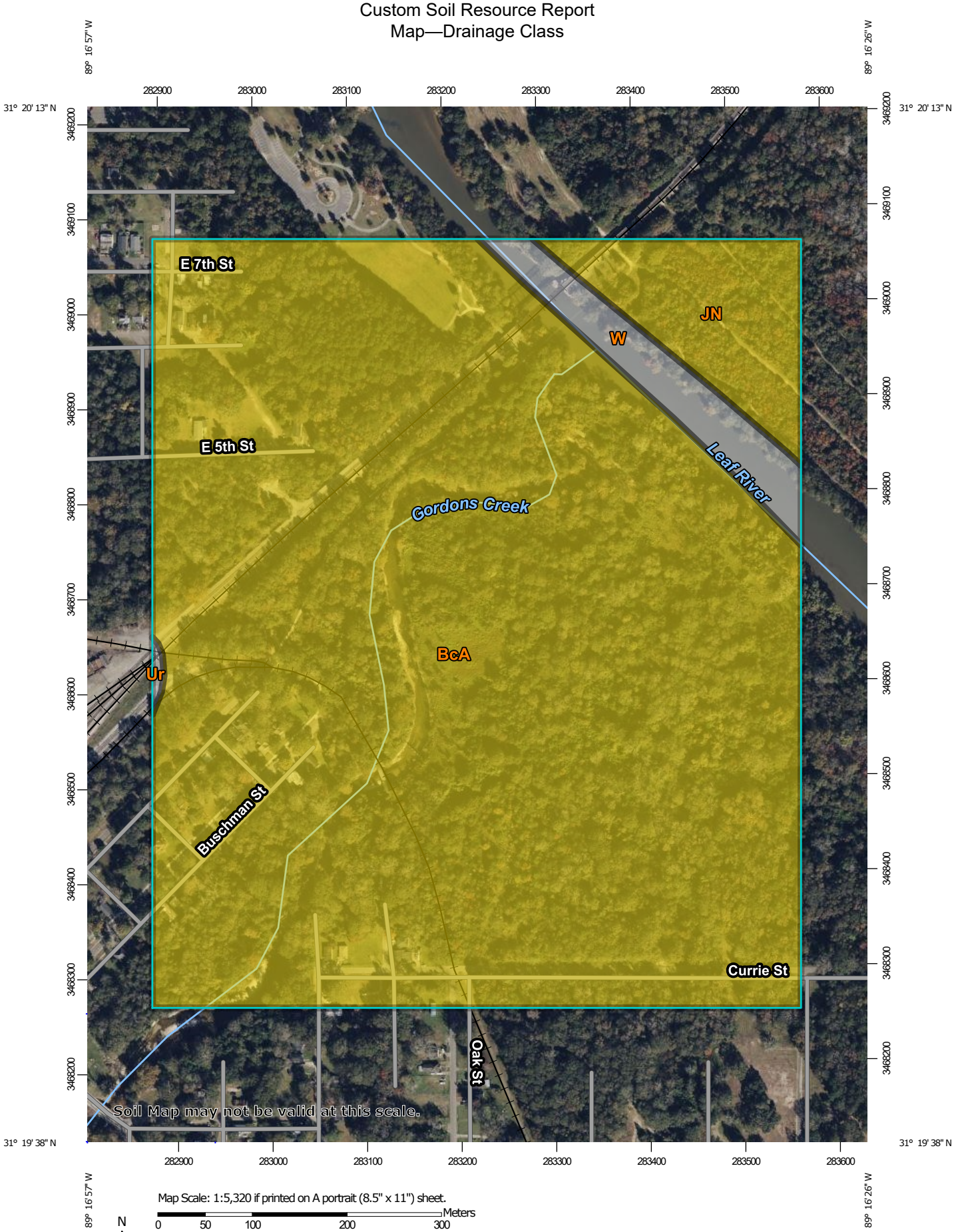
Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

Drainage Class

"Drainage class (natural)" refers to the frequency and duration of wet periods under conditions similar to those under which the soil formed. Alterations of the water regime by human activities, either through drainage or irrigation, are not a consideration unless they have significantly changed the morphology of the soil. Seven classes of natural soil drainage are recognized-excessively drained, somewhat excessively drained, well drained, moderately well drained, somewhat poorly drained, poorly drained, and very poorly drained. These classes are defined in the "Soil Survey Manual."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3468600
3468500
3468400
3468300
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Meters
0 50 100 200 300
Feet
0 250 500 1000 1500
Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84

MAP LEGEND

Area of Interest (AOI)

- Area of Interest (AOI)

Soils

Soil Rating Polygons

- Excessively drained
- Somewhat excessively drained
- Well drained
- Moderately well drained
- Somewhat poorly drained
- Poorly drained
- Very poorly drained
- Subaqueous
- Not rated or not available

Soil Rating Lines

- Excessively drained
- Somewhat excessively drained
- Well drained
- Moderately well drained
- Somewhat poorly drained
- Poorly drained
- Very poorly drained
- Subaqueous
- Not rated or not available

Soil Rating Points

- Excessively drained
- Somewhat excessively drained
- Well drained
- Moderately well drained
- Somewhat poorly drained
- Poorly drained
- Very poorly drained
- Subaqueous
- Not rated or not available

Water Features

- Streams and Canals

Transportation

- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background

- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Forrest County, Mississippi
Survey Area Data: Version 21, Sep 4, 2025

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Nov 14, 2021—Nov 24, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Table—Drainage Class

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
BcA	Bassfield-Urban land complex, occasionally flooded	Well drained	124.1	90.1%
JN	Jena-Nugent association, frequently flooded	Well drained	8.3	6.0%
Ur	Urban land		0.2	0.1%
W	Water		5.1	3.7%
Totals for Area of Interest			**137.7**	**100.0%**

Rating Options—Drainage Class

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

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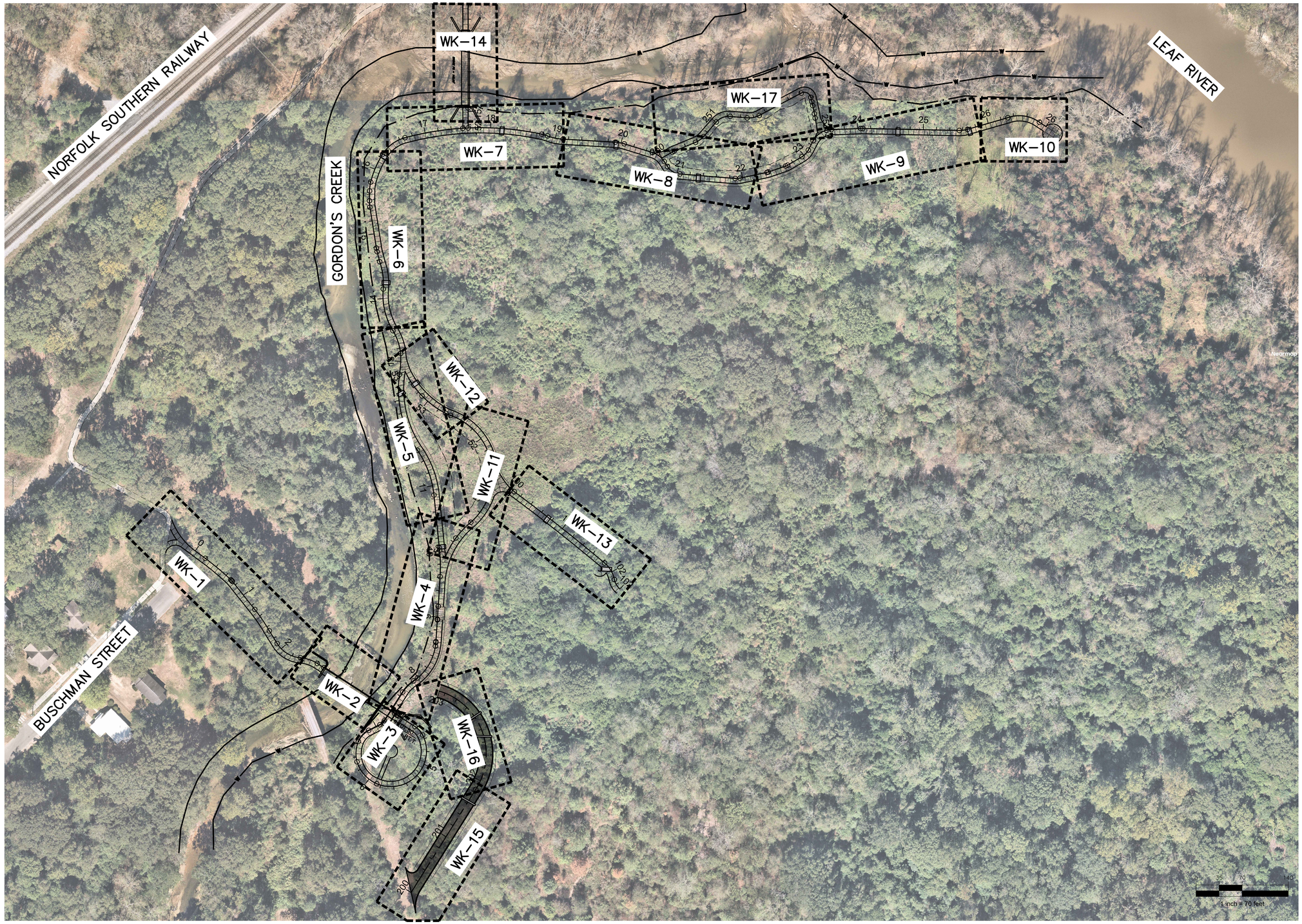
APPENDIX B

EROSION CONTROL PLAN SHEETS FROM CONSTRUCTION DRAWINGS
(18 SHEETS TOTAL)



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REVISIONS

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DRWN: HMR	DATE: 6/2026
CHKD: SWB	DATE: 07/02/2026
QA/QC:	DATE:

GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

HATTIESBURG, MS
FORREST COUNTY

NEEL-SCHAFFER

OVERALL KEY

WORKING NUMBER: KEY-1

DRAWING NUMBER: 7

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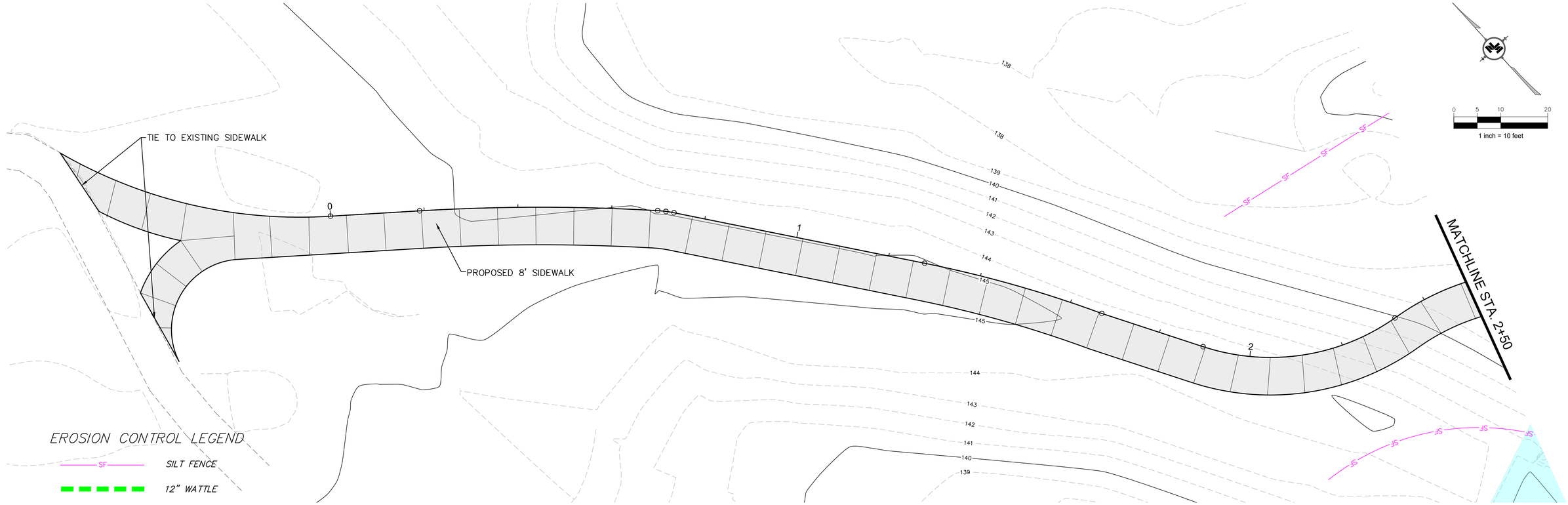

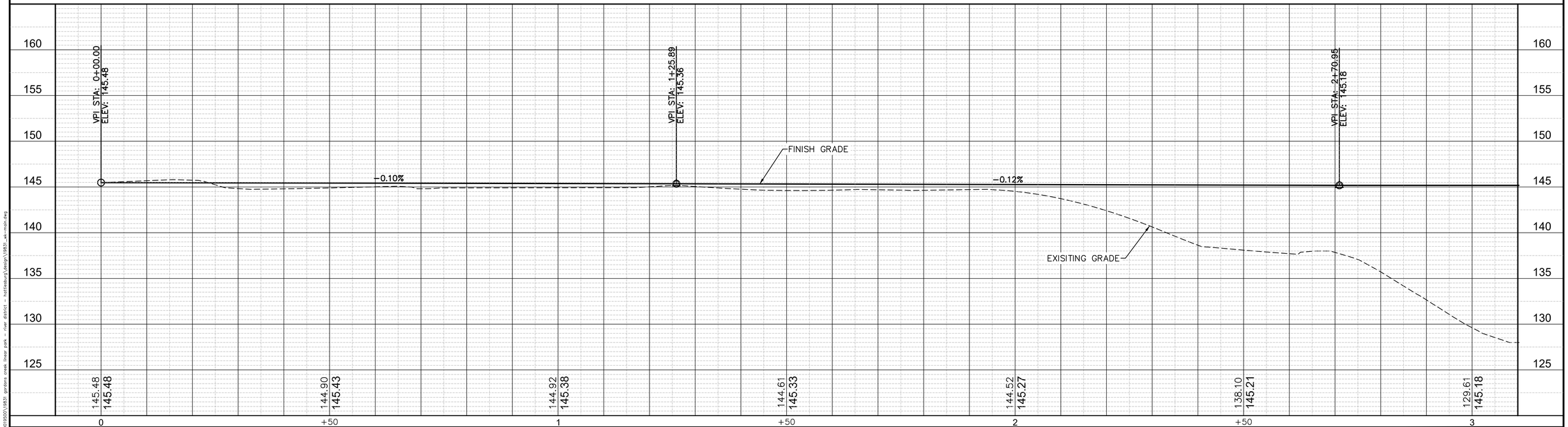

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QA/QC: JK	DATE: 07/02/2026

GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER

PLAN AND PROFILE
STA. 0+00 TO STA. 2+50

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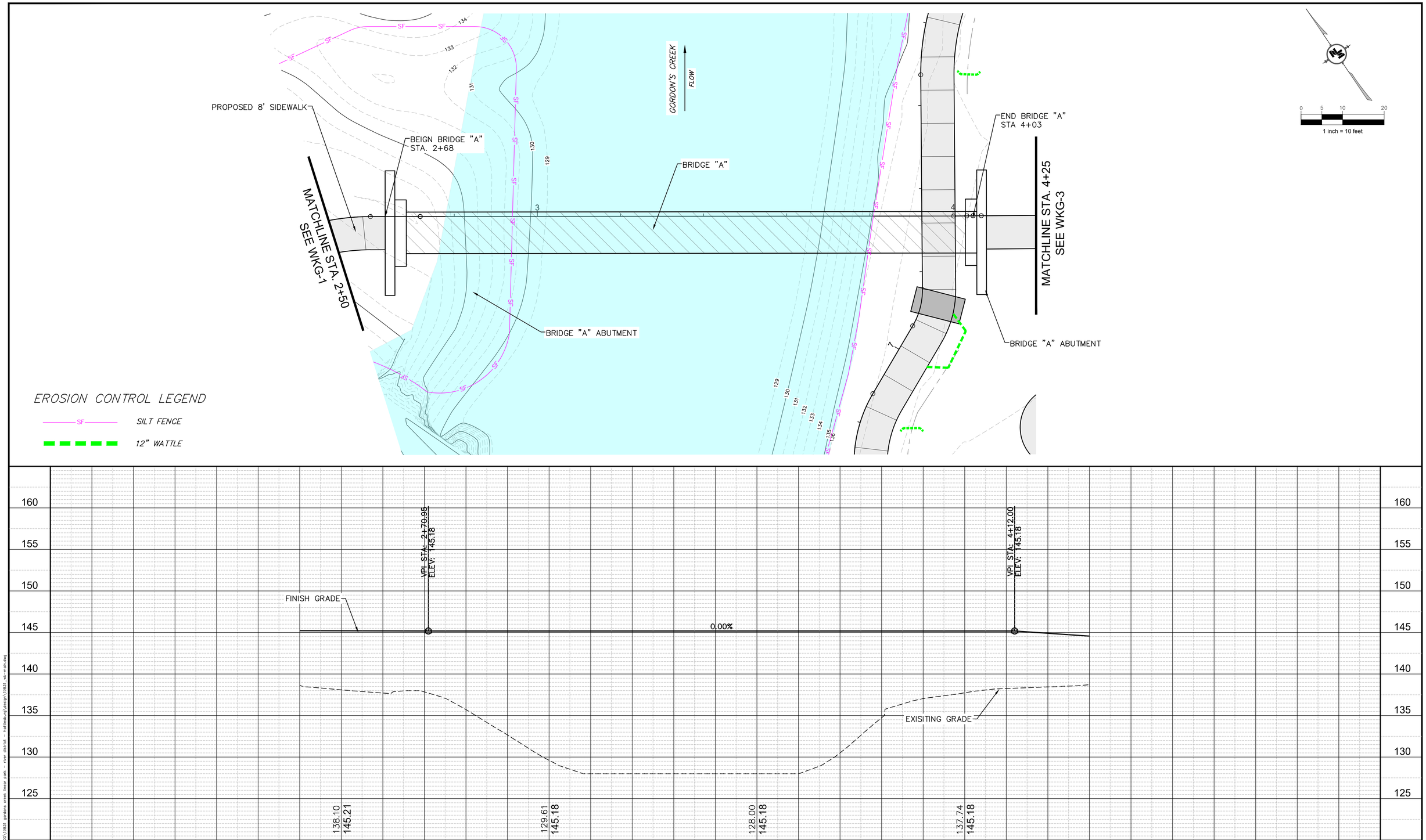

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GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER

PLAN AND PROFILE
STA. 2+50 TO STA. 4+25

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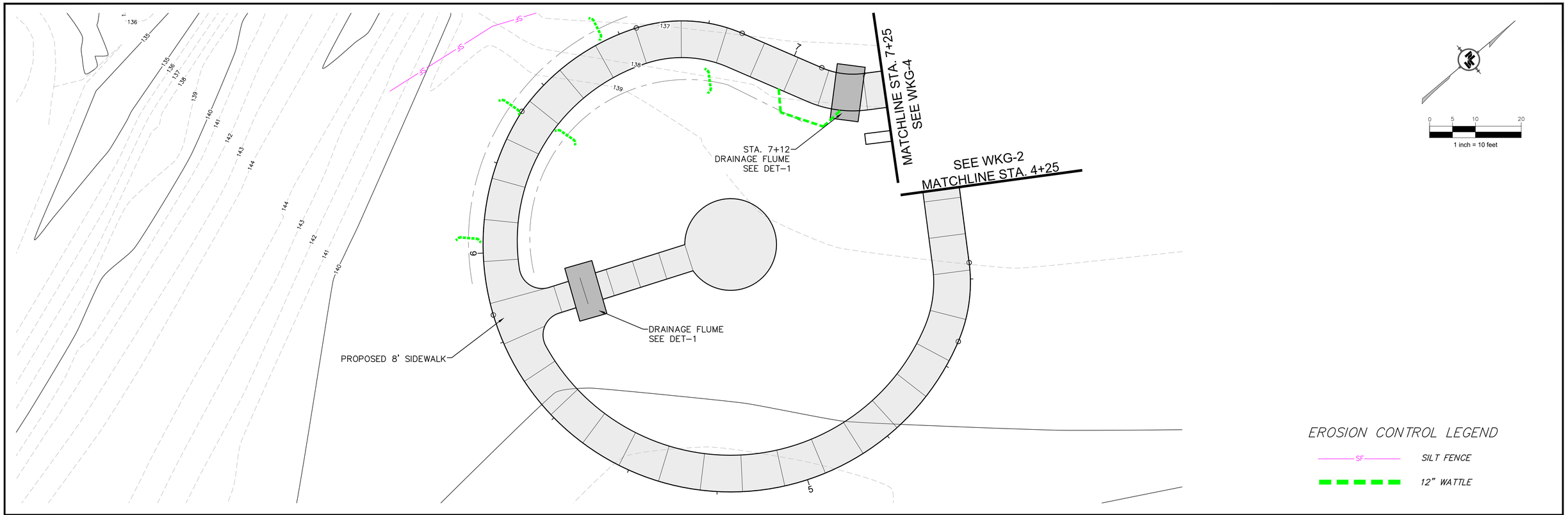

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GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER

PLAN AND PROFILE
STA. 4+25 TO STA. 7+25

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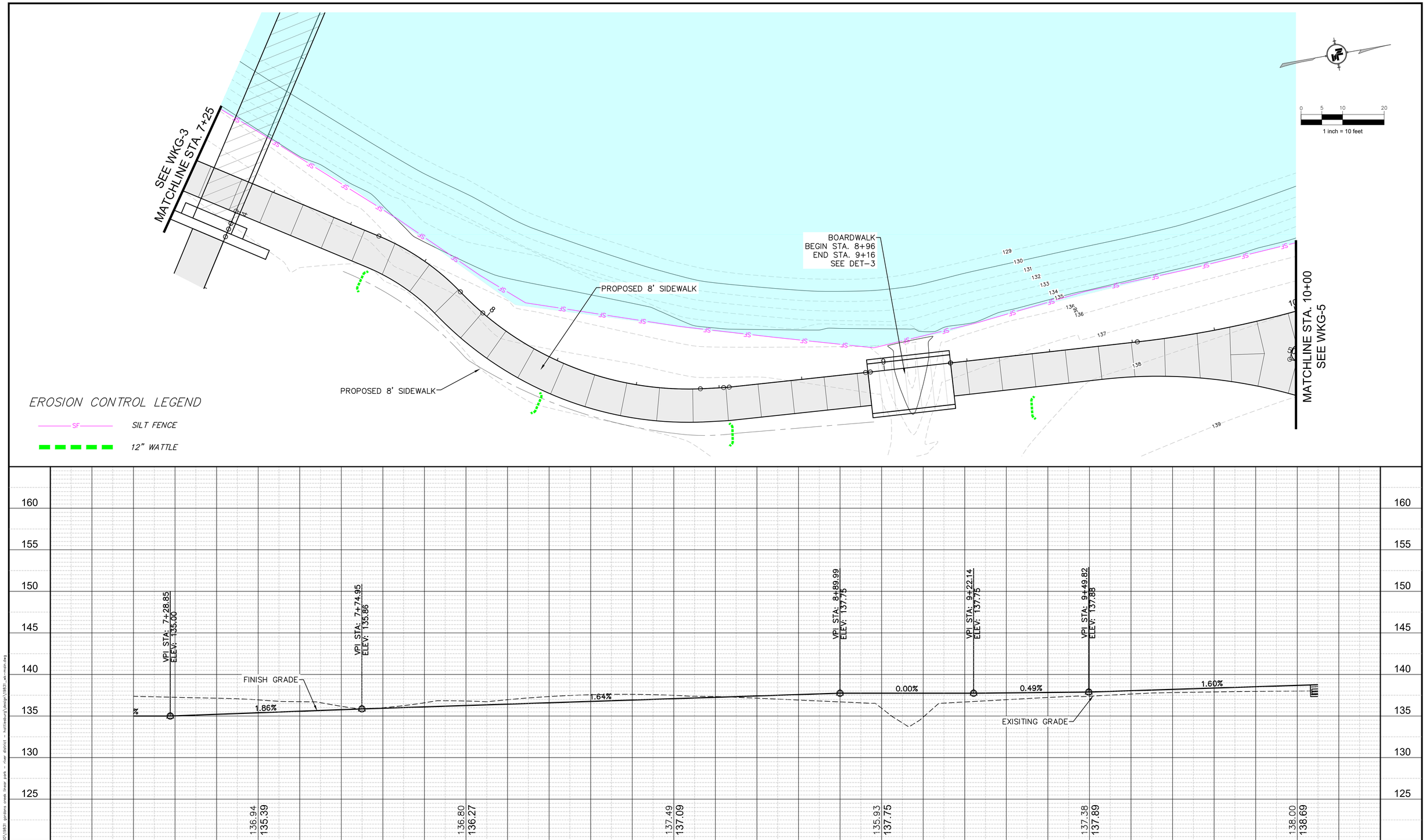

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GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER

PLAN AND PROFILE
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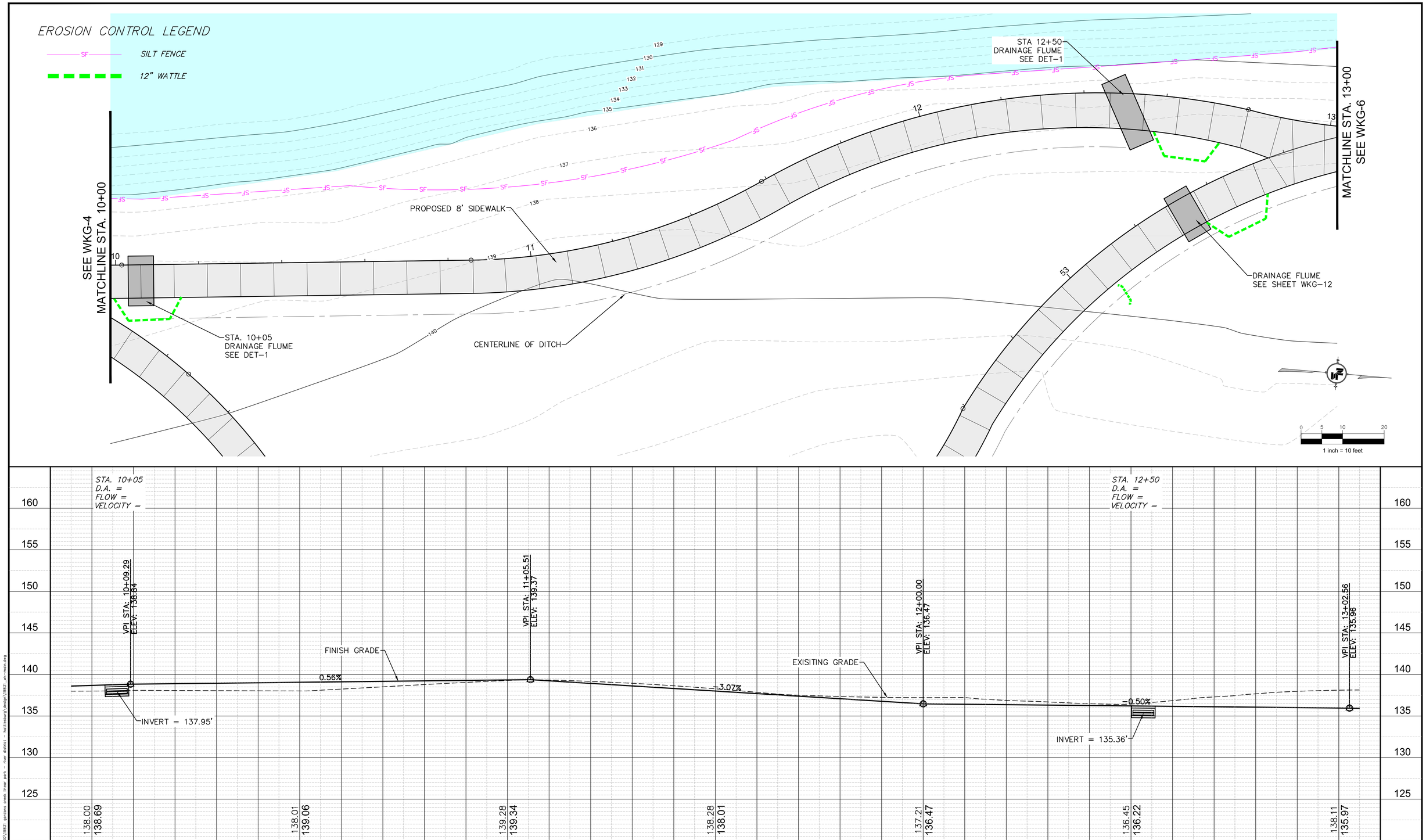

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GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER

PLAN AND PROFILE
STA. 10+00 TO STA. 13+00

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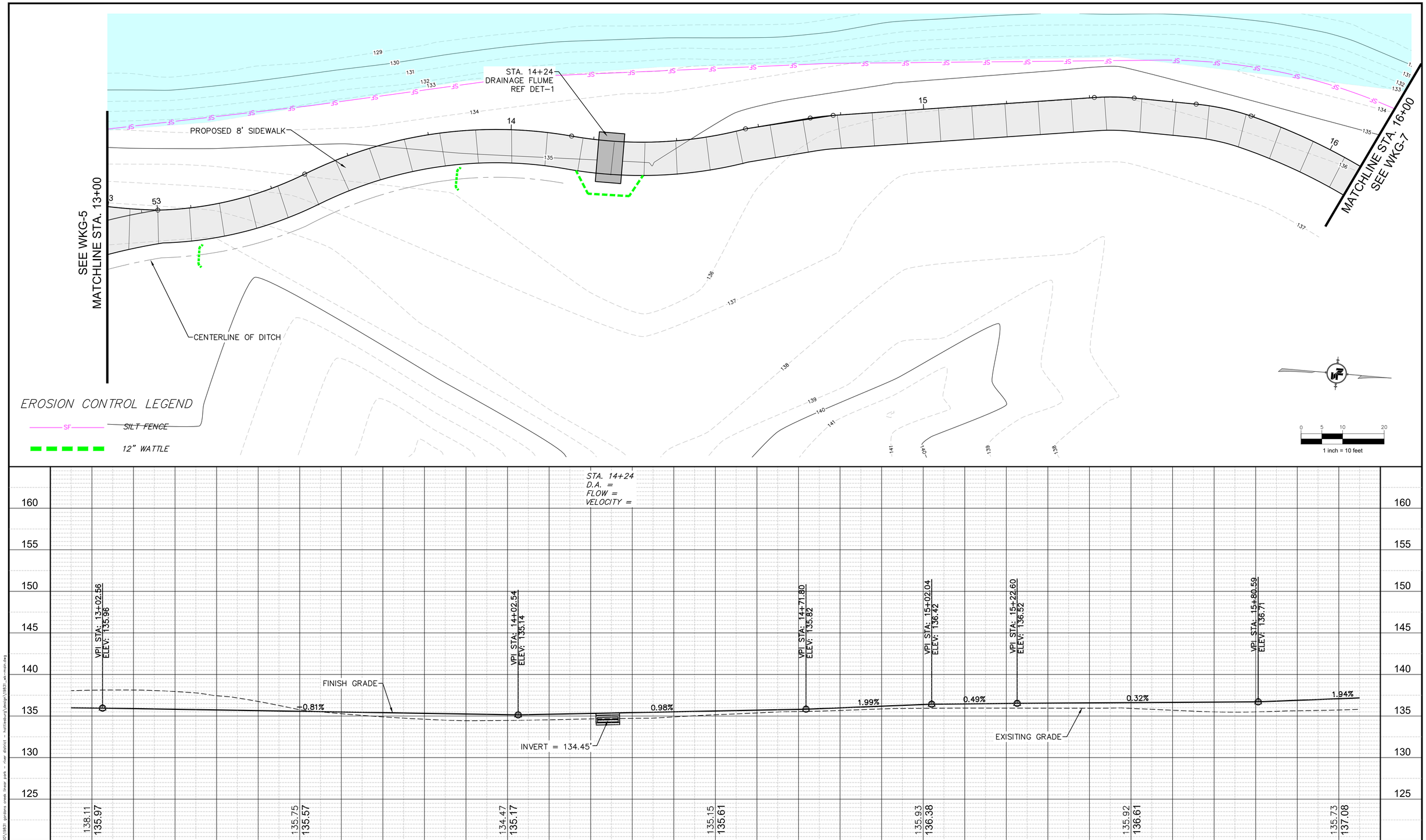

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GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER

PLAN AND PROFILE
STA. 13+00 TO STA. 16+00

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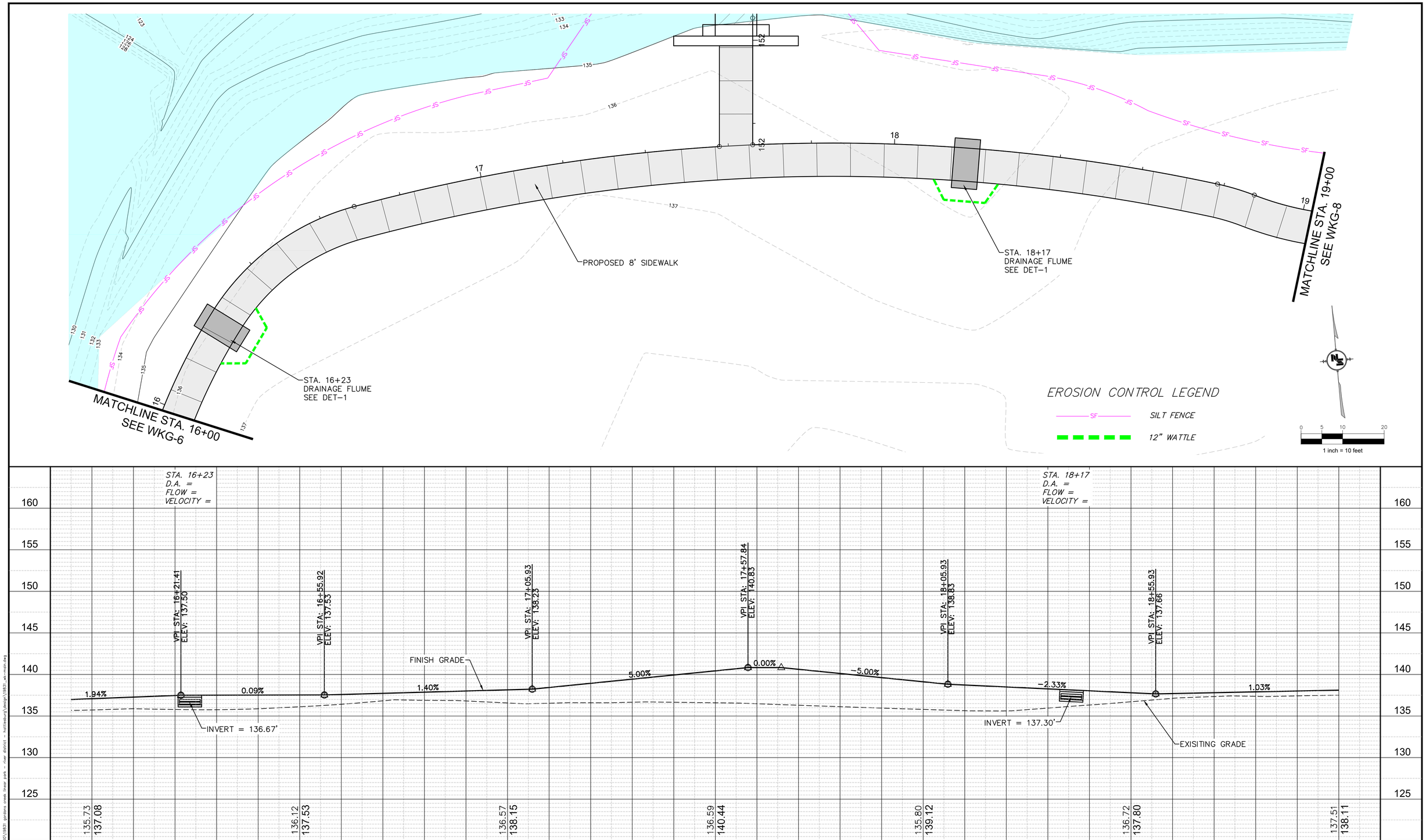

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REVISIONS

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GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER

PLAN AND PROFILE
STA. 16+00 TO STA. 19+00

WORKING NUMBER: WKG-7

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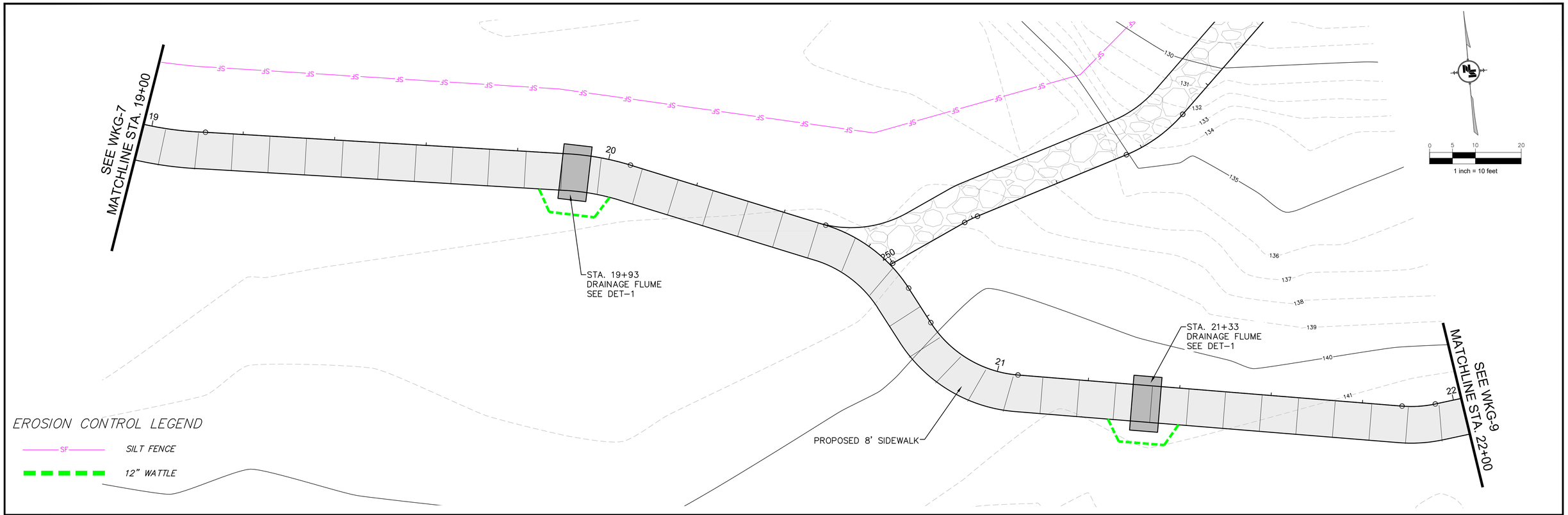

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REVISIONS

NO.	DATE	BY	DESCRIPTION

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GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER

PLAN AND PROFILE
STA. 19+00 TO STA. 22+00

WORKING NUMBER: WKG-8

DRAWING NUMBER: 15



NOTICE TO DRAWING HOLDER

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GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER

PLAN AND PROFILE
STA. 22+00 TO STA. 25+00

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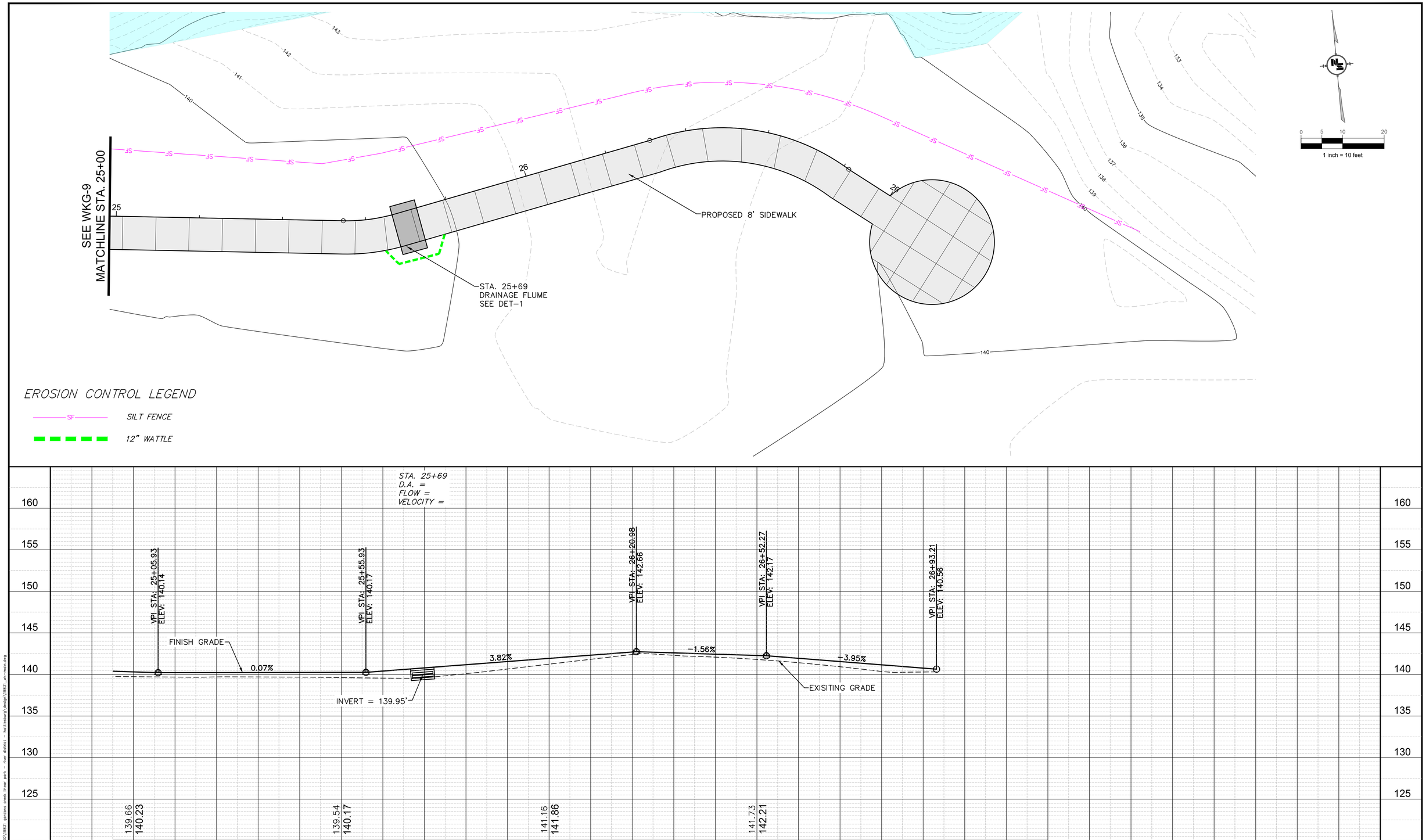

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REVISIONS

NO.	DATE	BY	DESCRIPTION

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GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER

PLAN AND PROFILE
STA. 25+00 TO STA. 26+93

WORKING NUMBER: WKG-10

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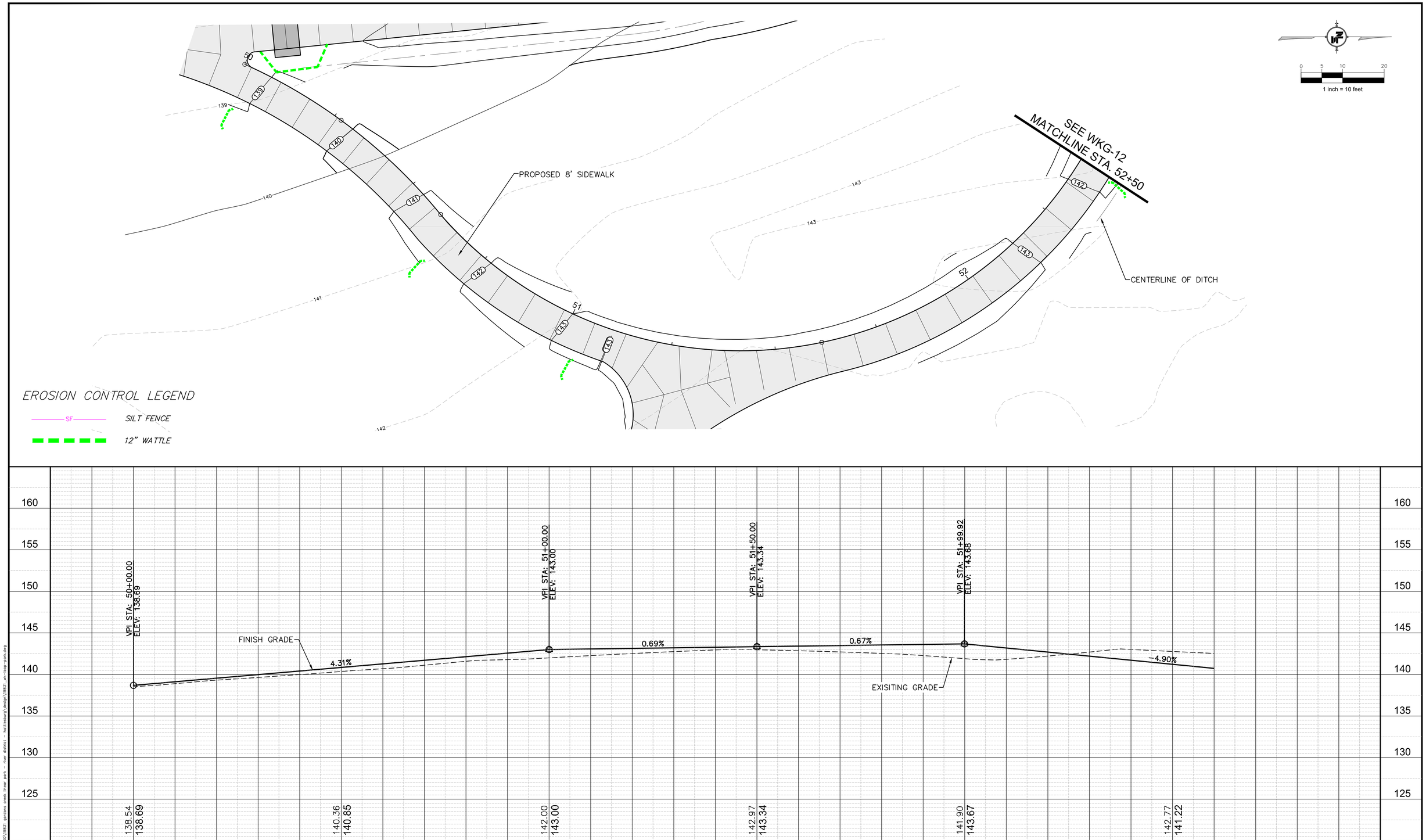

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REVISIONS

NO.	DATE	BY	DESCRIPTION

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CHKD: SWB	DATE: 07/02/2026
QA/QC: JK	DATE: 07/02/2026

GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER

PLAN AND PROFILE
STA. 50+00 TO STA 52+50

WORKING NUMBER: WKG-11

DRAWING NUMBER: 18

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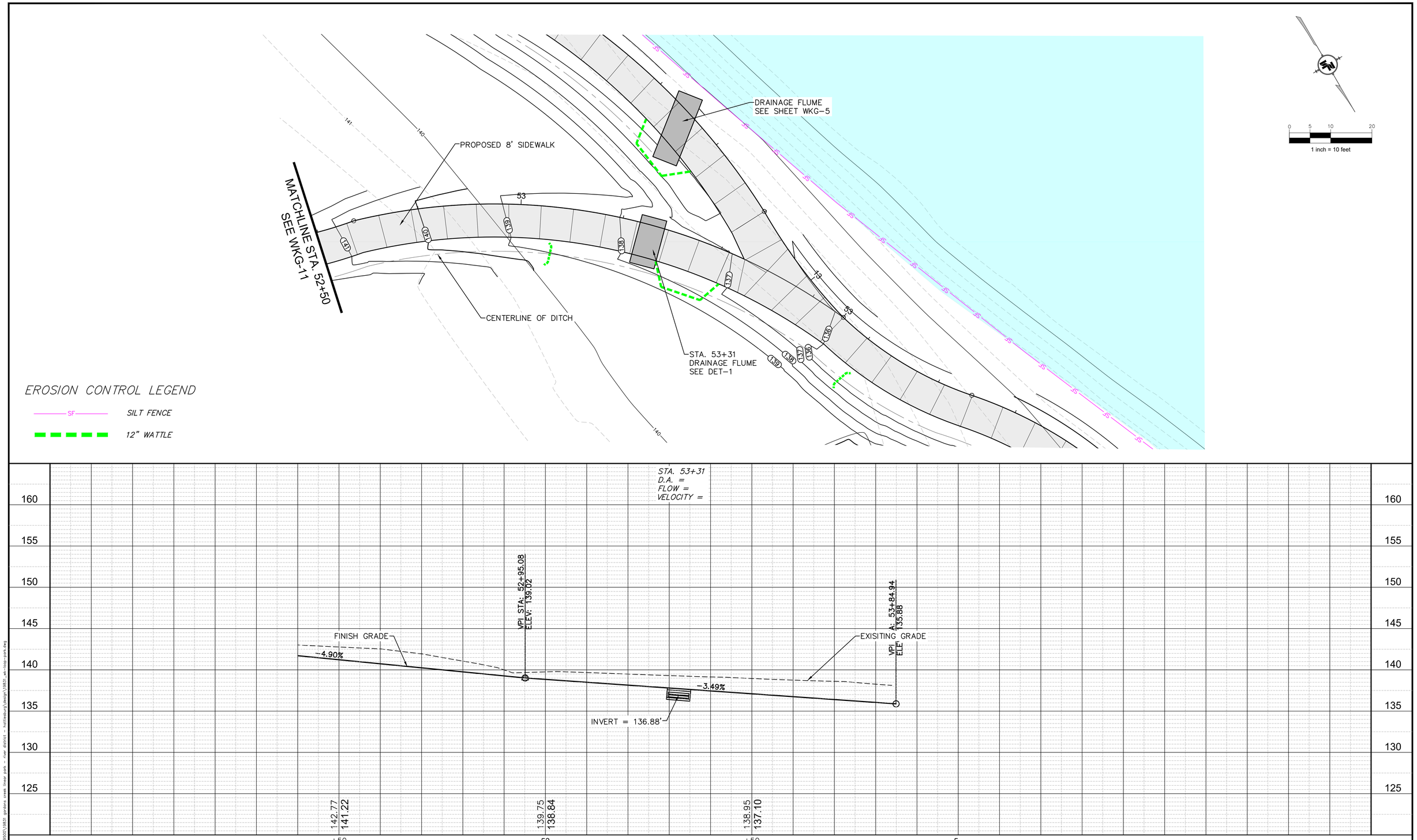

NOTICE TO DRAWING HOLDER

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

REVISIONS

NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION

N-S PROJECT NO.: 19831.001	
FILENAME: 19831_WK-LOOP-PARK.dwg	
SCALE: 1" = 10'	
SURVEYED BY: SESM	
DSGN: DBG	DATE: 05/01/2026
DRWN: HMR	DATE: 07/02/2026
CHKD: SWB	DATE: 07/02/2026
QA/QC: JK	DATE: 07/02/2026

GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER

PLAN AND PROFILE
STA. 52+50 TO STA. 53+84

WORKING NUMBER: WKG-12

DRAWING NUMBER: 19

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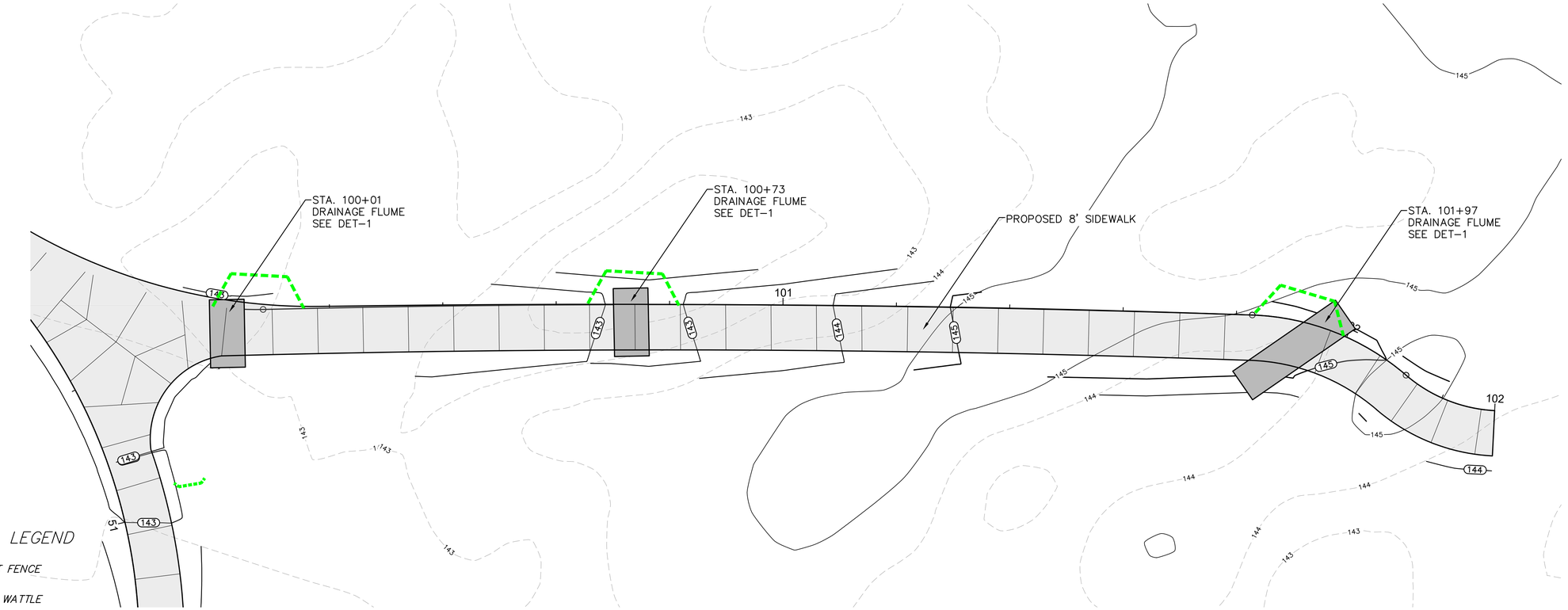
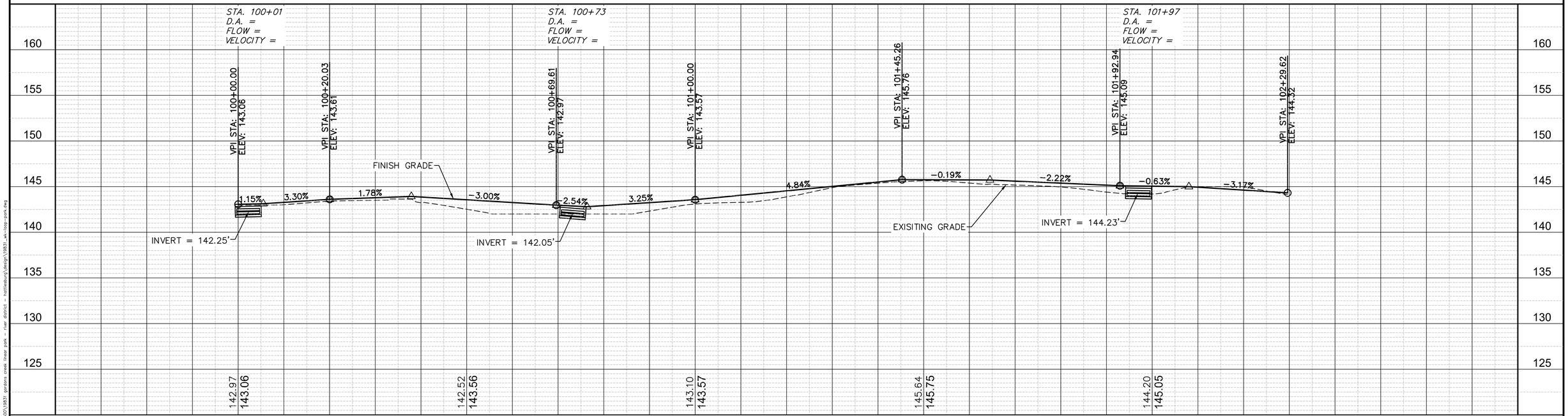


EROSION CONTROL LEGEND

SF SILT FENCE

12" WATTLE



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REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N-S PROJECT NO.: 19831.001	
FILENAME: 19831_WK-LOOP-PARK.dwg	
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GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER

PLAN AND PROFILE
STA. 100+00 TO STA. 102+29

WORKING NUMBER:	DRAWING NUMBER:
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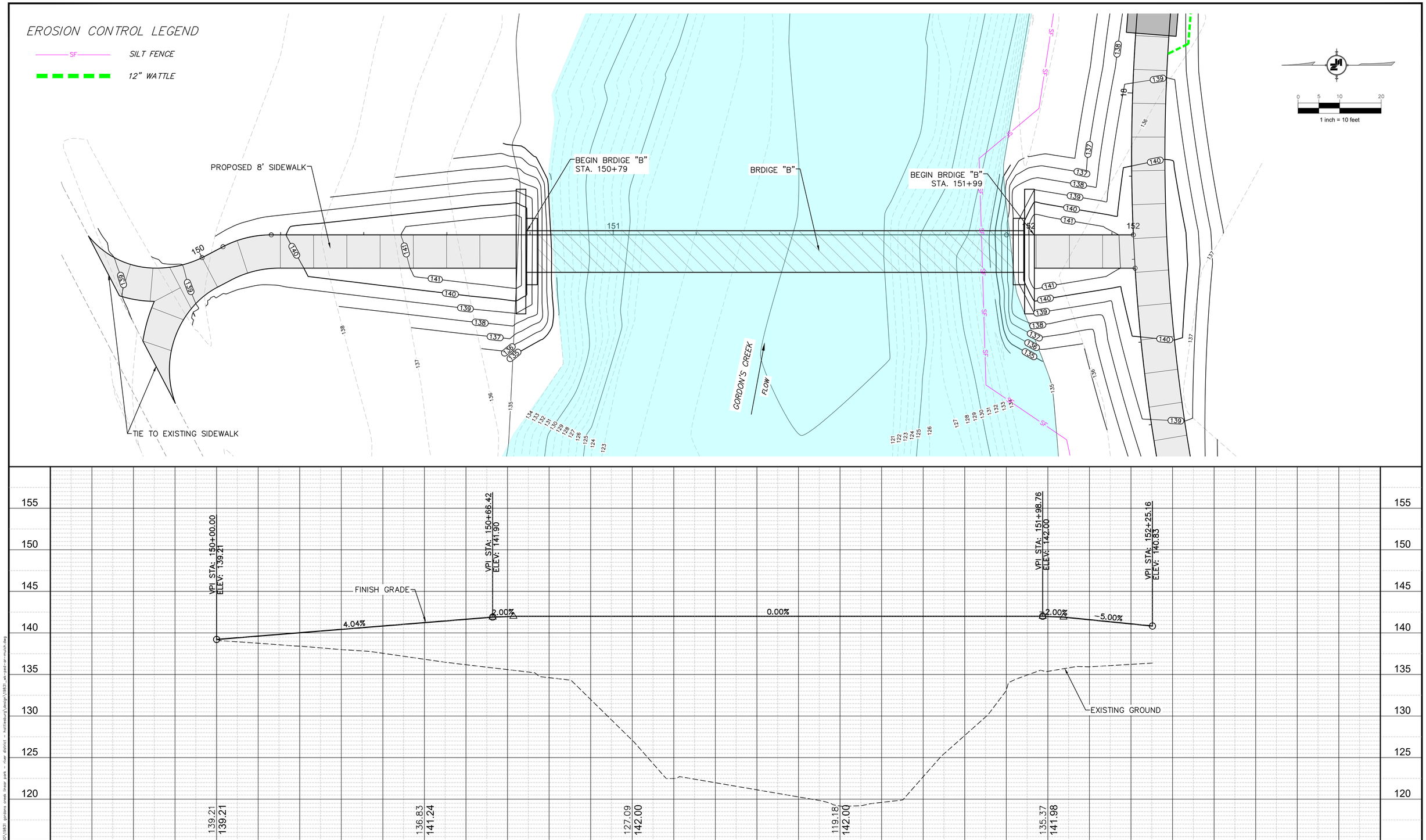

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REVISIONS

NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION

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FILENAME: 19831_WK-PED-AR-MULCH.dwg	
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DRWN: HMR	DATE: 07/02/2026
CHKD: SWB	DATE: 07/02/2026
QA/QC: JK	DATE: 07/02/2026

GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER

PLAN AND PROFILE
STA. 150+00 TO STA. 152+25

WORKING NUMBER: WKG-14

DRAWING NUMBER: 21

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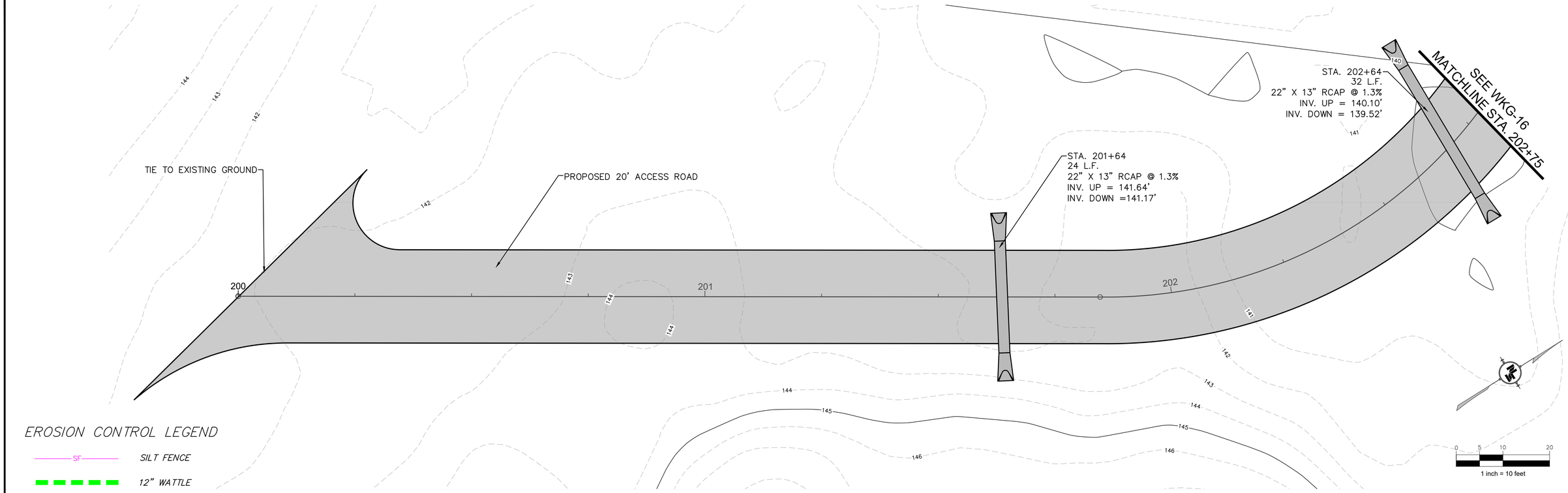

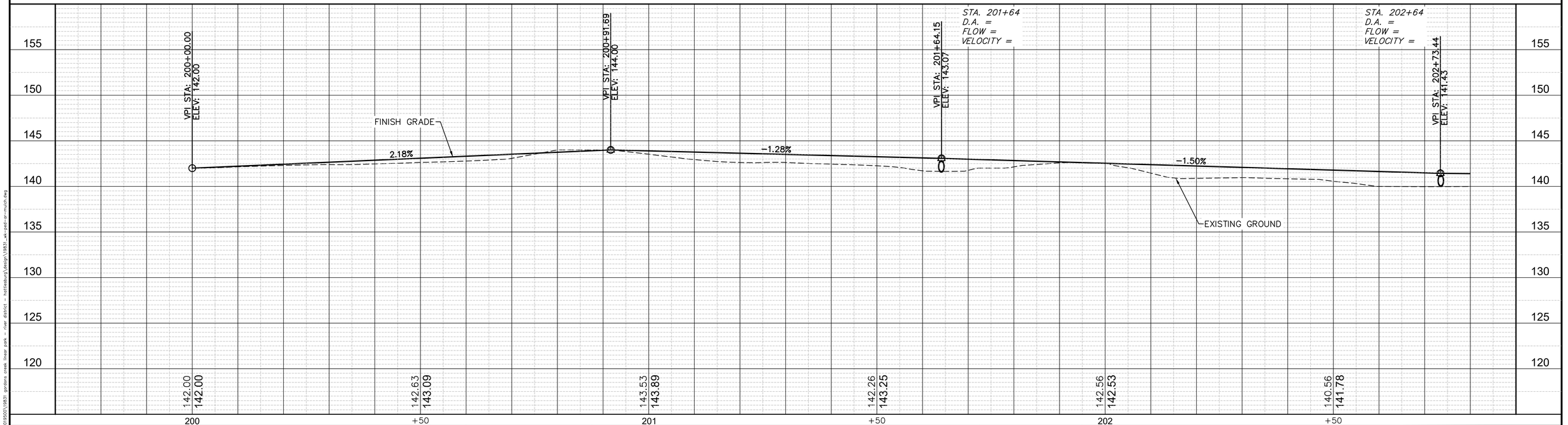

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DRAWING INFORMATION

N-S PROJECT NO.: 19831.001	
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GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER

PLAN AND PROFILE
STA. 200+00 TO STA. 202+75

WORKING NUMBER: WKG-15

DRAWING NUMBER: 22

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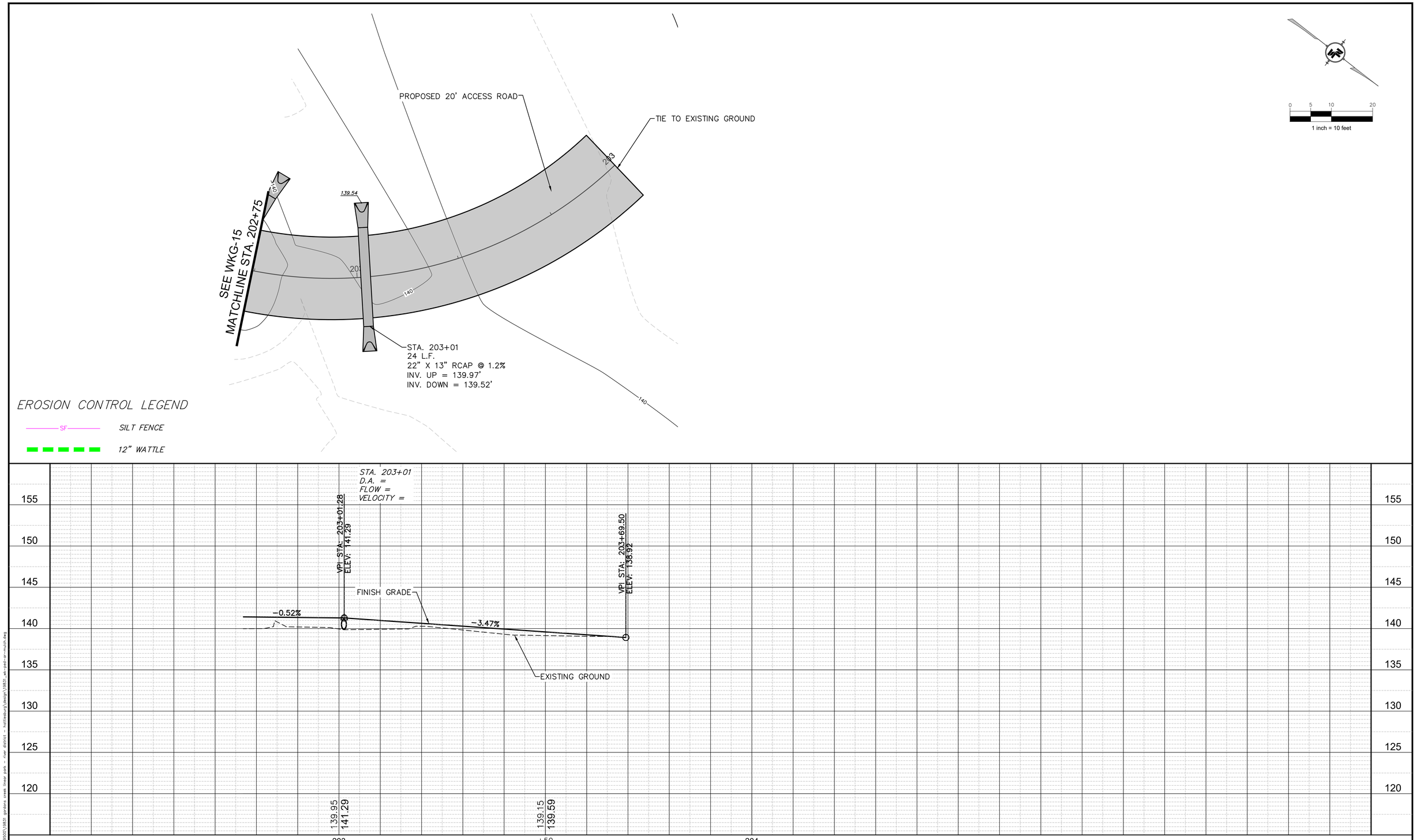

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GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER

PLAN AND PROFILE
STA. 202+75 TO 203+69

WORKING NUMBER: WKG-16

DRAWING NUMBER: 23

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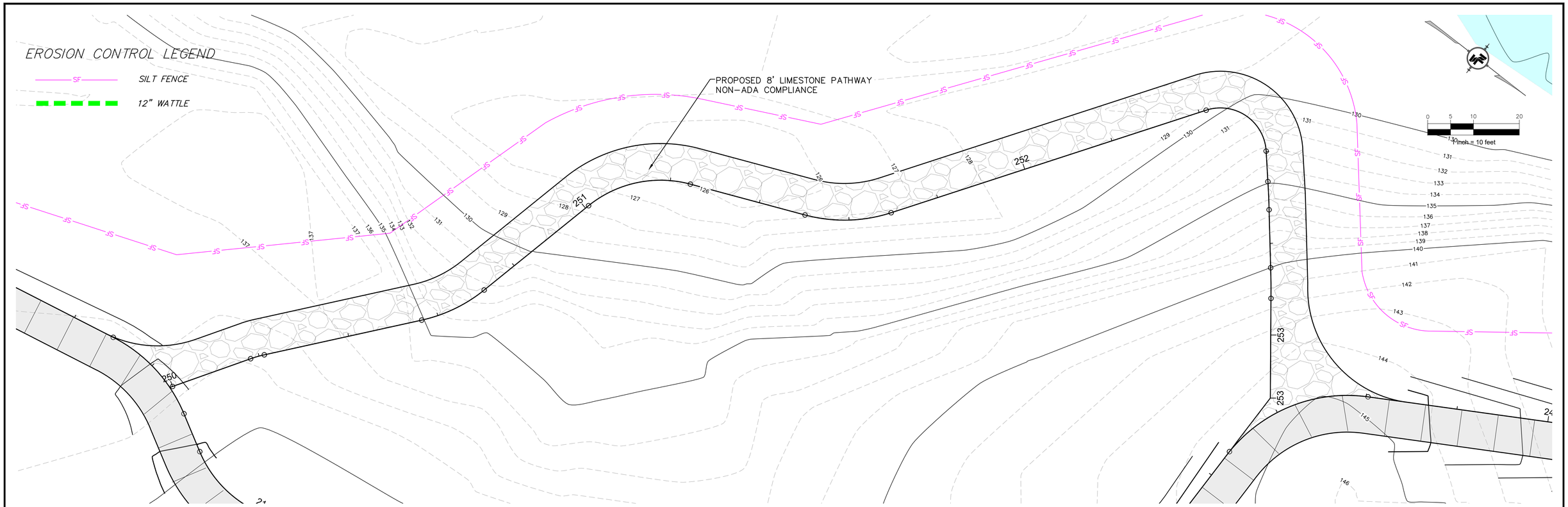

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GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER

PLAN AND PROFILE
STA. 250+00 TO STA. 253+13

WORKING NUMBER: WKG-17

DRAWING NUMBER: 24

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APPENDIX C

SMALL CONSTRUCTION NOTICE OF INTENT

(1 SHEET TOTAL)

Submit only upon request from MDEQ

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

SMALL CONSTRUCTION NOTICE OF INTENT (SCNOI)

GENERAL NPDES PERMIT MSR15 __ __ __ __ (Number to be assigned by MDEQ if submitted)

Prior to the commencement of small construction activity (see Small Construction General Permit ACT11, T-17), the owner or operator of a small construction project must complete this form and develop a Storm Water Pollution Prevention Plan (SWPPP) as required by ACT5 of Mississippi's Small Construction General Permit. **This SCNOI and SWPPP shall be submitted to the Mississippi Department of Environmental Quality (MDEQ) only upon request from MDEQ; however, the SCNOI and SWPPP must be maintained at the permitted site or locally available in case inspector review is necessary.** Attachments with this SCNOI must include: a USGS quad map or copy showing site location (only if required to be submitted to MDEQ) and a Storm Water Pollution Prevention Plan (SWPPP). All questions must be answered – answer "NA" if the question is not applicable.

PROJECT INFORMATION

OWNER CONTACT PERSON:

_____

OWNER COMPANY NAME:

_____

OWNER STREET (P.O. BOX):

_____

OWNER CITY:

_____

STATE: _____ZIP: _____

OWNER PHONE # (INCLUDE AREA CODE):

OPERATOR (if different from owner) CONTACT PERSON:

_____

OPERATOR COMPANY:

_____

OPERATOR STREET (P.O. BOX):

_____

OPERATOR CITY:

_____

STATE: _____ZIP: _____

OPERATORPHONE # (INCLUDE AREA CODE):

_____

PROJECT NAME: _____

DESCRIPTIONOF CONSTRUCTION ACTIVITY: _____

ACREAGE DISTURBED (to be covered by this permit, area must be less than five (5) acres): _____

PHYSICAL SITE ADDRESS (If not available, indicate the nearest named road. For linear projects, indicate the beginning of the project and identify all counties the project traverses.):

STREET: _____

CITY: _____ COUNTY: _____ ZIP: _____

NEAREST NAMED RECEIVING STREAM: _____

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature[1] **Date Signed**

_____

Printed Name **Title**

[1]This application shall be signed according to the Small Construction General Permit, ACT10, T-4.

If requested, please submit this form to:

Chief, Environmental Permits Division
MDEQ, Office of Pollution Control
P.O. Box 2261
Jackson, Mississippi 39225

APPENDIX D

PRIME CONTRACTOR CERTIFICATION FORM

(1 SHEET TOTAL)

PRIME CONTRACTOR CERTIFICATION

LARGE CONSTRUCTION GENERAL PERMIT

Coverage No. MSR10 __ __ __ __ County _____

(Fill in your Certificate of Coverage Number and County)

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

By completing and submitting this form to MDEQ, the prime contractor is certifying that (1) they have operational control over the erosion and sediment control specifications (including the ability to make modifications to such specifications) or (2) they have day-to-day operational control of those activities at the site necessary to ensure compliance with the SWPPP and applicable permit conditions.

The owner(s) of the property and the prime contractor associated with regulated construction activity on the property have joint and severable responsibility for compliance with the permit. Notwithstanding any permit condition to the contrary, the coverage recipient and any person who causes pollution of waters of the state or places waste in a location where they are likely to cause pollution of any waters of the state shall remain responsible under applicable federal and state laws and regulations and applicable permits.

PRIME CONTRACTOR INFORMATION

PRIME CONTRACTOR CONTACT PERSON: _____PHONE NUMBER: (___)_____

PRIME CONTRACTOR COMPANY: _____

PRIME CONTRACTOR STREET (P.O. BOX): _____

PRIME CONTRACTOR CITY: _____ STATE: _____ ZIP: _____

E-MAIL ADDRESS: _____

OWNER INFORMATION

OWNER CONTACT PERSON: _____ PHONE NUMBER: (____)_____

OWNER COMPANY NAME: _____

PROJECT INFORMATION

PROJECT NAME: _____

DESCRIPTION OF CONSTRUCTION ACTIVITY: _____

_____

PHYSICAL SITE ADDRESS (If the physical address is not available indicate the nearest named road. For linear projects, indicate the beginning of the project and identify all counties the project traverses.)

STREET: _____

CITY: _____ COUNTY: _____

I certify that I am the prime contractor for this project and will comply with all the requirements in the above referenced general NPDES permit. I further certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

_____ _____

Prime Contractor Signature[1] **Date Signed**

_____ _____

Printed Name[1] **Title**

[1]This application shall be signed as follows:

- **For a corporation, by a responsible corporate officer.**
- **For a partnership, by a general partner.**
- **For a sole proprietorship, by the proprietor.**
- **For a municipal, state or other public facility, by principal executive officer, mayor, or ranking elected official.**

This Prime Contractors Certification form shall be submitted to:

Chief, Environmental Permits Division
MS Department of Environmental Quality, Office of Pollution Control
P.O. Box 2261
Jackson, Mississippi 39225

Revised: 3/9/22

APPENDIX E

SITE INSPECTION AND CERTIFICATION FORM

(1 SHEET TOTAL)

Keep a Copy Available at the Permitted Facility or Locally Available
Submit the Inspection Reports Only if Requested by the Mississippi Department of Environmental Quality (MDEQ)

LARGE CONSTRUCTION GENERAL PERMIT
SITE INSPECTION AND CERTIFICATION FORM
COVERAGE NUMBER (MSR10 __ __ __ __)

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

INSTRUCTIONS

Results of construction storm water inspections required by ACT6 of this permit shall be recorded on this report form and kept with the Storm Water Pollution Prevention Plan (SWPPP) in accordance with the inspection documentation provisions of ACT9 of the this permit. Inspections shall be performed at least weekly for a minimum of four inspections per month. The coverage number must be listed at the top of all Inspection and Certification Forms.

COVERAGE RECIPIENT INFORMATION

OWNER/PRIME CONTRATOR NAME: _____

PROJECT NAME: _____

PROJECT STREET ADDRESS: _____

PROJECT CITY: _____ **PROJECT COUNTY:** _____

OWNER/PRIME CONTRACTOR MAILING ADDRESS: _____

MAILING CITY: _____ **STATE:** _____ **ZIP:** _____

CONTACT PERSON: _____ **CONTACT PHONE NUMBER:** (_____)_____

EMAIL ADDRESS: _____

INSPECTION DOCUMENTATION

DATE (mo/day/yr)	TIME (hr:min AM/PM)	ANY DEFICIENCIES? (CHECK IF YES)	INSPECTOR(S)
		☐	
		☐	
		☐	
		☐	
		☐	
		☐	

Deficiencies Noted During any Inspection (give date(s); attach additional sheets if necessary): _____

_____

_____

Corrective Action Taken or Planned (give date(s); attach additional sheets if necessary): _____

_____

_____

Based upon this inspection, which I or personnel under my direct supervision conducted, I certify that all erosion and sediment controls have been implemented and maintained, except for those deficiencies noted above, in accordance with the Storm Water Pollution Prevention Plan (SWPPP) and sound engineering practices as required by the above referenced permit. I further certify that the LCNOI and SWPPP information is up to date.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

_____ _____
Authorized Signature Date

_____ _____
Printed Name Title

Revised: 3/9/22

APPENDIX F

MISSISSIPPI HANDBOOK FOR EROSION CONTROL, SEDIMENT CONTROL AND STORMWATER MANAGEMENT ON CONSTRUCTION SITES AND URBAN AREAS

(1 SHEETS TOTAL)

MDEQ CONSTRUCTION STORMWATER WEBSITE:

https://www.mdeq.ms.gov/permits/environmental-permits-division/applications-forms/generalpermits/construction-stormwater/

MISSISSIPPI HANDBOOK FOR EROSION CONTROL, SEDIMENT CONTROL AND STORMWATER MANAGEMENT ON CONSTRUCTION SITES AND URBAN AREAS:

Volume 1:

https://www.mdeq.ms.gov/wp-content/uploads/2017/05/Volume_1-1.pdf

Volume 2:

https://www.mdeq.ms.gov/wp-content/uploads/2017/05/Volume_2.pdf

Volume 3:

https://www.mdeq.ms.gov/wp-content/uploads/2017/05/Volume_3.pdf

APPENDIX G

FIELD MANUAL FOR EROSION AND SEDIMENT CONTROL ON CONSTRUCTION SITES IN MISSISSIPPI

(1 SHEETS TOTAL)

FIELD MANUAL FOR EROSION AND SEDIMENT CONTROL ON CONSTRUCTION SITES IN MISSISSIPPI:

https://www.mdeq.ms.gov/wp-content/uploads/2009/08/NPS_FieldManualV2.pdf

GORDON'S CREEK LINEAR PARK - RIVER DISTRICT

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

MAYOR

TOBY BARKER

CHIEF ADMIN OFFICER

ANN JONES

ENGINEERING DIRECTOR

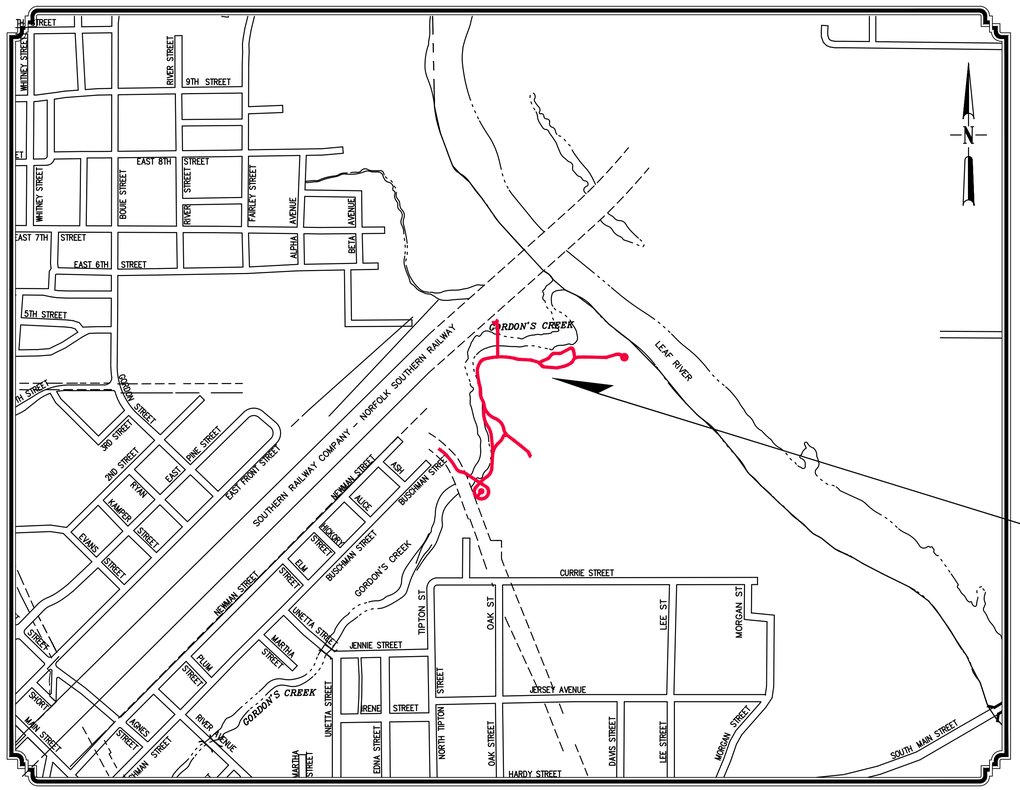
MARYBETH BERGIN, P.E.

COUNCIL MEMBERS

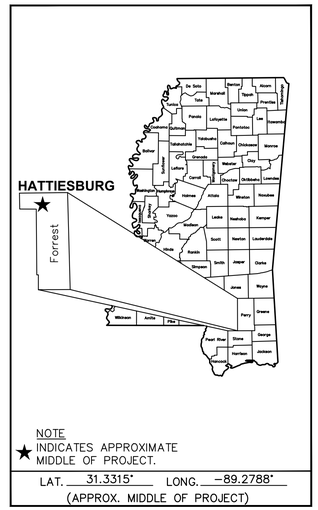
JEFFREY GEORGE	WARD 1
ERIC BONEY	WARD 2
LEANN VANCE	WARD 3
DAVE WARE	WARD 4
NICHOLAS BROWN	WARD 5

UTILITIES

CITY OF HATTIESBURG -	(601) 545-4530
PEARL RIVER VALLEY -	(601) 264-2458
AT&T -	(601) 310-0704
SPIRE GAS -	(601) 549-9071
XFINITY (COMCAST) -	(601) 874-1213
CSPIRE -	(601) 624-4026



PROJECT LOCATION



VICINITY MAP

PREPARED BY :

NEEL-SCHAFFER

DUSTIN B. GATLIN, P.E.
MISSISSIPPI LICENSE NO. 20508

GENERAL NOTES

1. THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2017 EDITION, AS AMENDED, SHALL BE THE STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF THIS PROJECT UNLESS OTHERWISE INDICATED OR AMENDED IN THE SPECIAL PROVISIONS, PROPOSAL AND CONTRACT DOCUMENTS.

2. EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCTION.

3. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING GRADES AND MAKING ADJUSTMENTS AS NECESSARY WITH THE APPROVAL OF THE PROJECT ENGINEER.

4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS, APRONS, BRIDGES, ETC. FROM DAMAGE WHICH MIGHT OCCUR DURING CONSTRUCTION. EXTREME CARE SHOULD BE EXERCISED IN UNDERCUT AREAS AND THE UNDERCUT DEPTH MAY BE ADJUSTED AT CROSS DRAINS, AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.

5. WORK ON STRUCTURES FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PLACE WHAT BRACING, SHORING, OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION, THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION, OR ANY STRUCTURE ADJACENT TO THE EXCAVATION. ALL COSTS FOR ANY PROTECTIVE MEASURES INCLUDING THE MATERIALS AND LABOR FOR DESIGNING, DRAWING AND CONSTRUCTING THE FACILITY SHALL BE INCLUDED IN THE PRICE BID FOR CONTRACT ITEMS.

6. VOIDS CREATED BY THE REMOVAL OF POSTS, CONCRETE ANCHORS, FOOTINGS, ETC., SHALL BE BACKFILLED AND TAMPED IN ACCORDANCE WITH SECTION 203 OF THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (COST ABSORBED).

7. PRIOR TO EXCAVATION AND EMBANKMENT CONSTRUCTION, ALL TOPSOIL SHALL BE STRIPPED AND STOCKPILED. AFTER COMPLETION OF EXCAVATION AND EMBANKMENT CONSTRUCTION, ALL SLOPES SHALL BE UNIFORMLY PLATED WITH THE STOCKPILED TOPSOIL. THE COST OF STRIPPING, STOCKPILING, PLACING AND SPREADING OF TOPSOIL IS TO BE INCLUDED IN OTHER ITEMS OF WORK.

8. ALL POST LENGTHS FOR SIGNS SHALL BE VERIFIED IN THE FIELD PRIOR TO FABRICATION.

9. SOME WORK MAY BE REQUIRED OUTSIDE THE PROJECT LIMITS BEYOND THE PROJECT LIMITS. NO ADDITIONAL COMPENSATION WILL BE MADE FOR SUCH WORK EXCEPT AS PROVIDED BY SPECIFIC PAY ITEMS SHOWN ON THE PLANS.

10. ALL SIGNS, SIGNALS, PAVEMENT MARKINGS AND TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).

11. ALL RAISED OBJECTS SHALL BE PLACED A MINIMUM OF 2 FEET BEHIND THE FACE OF CURB.

12. CONTRACTOR SHALL MAKE THE APPLICATION FOR POWER SERVICE, COORDINATING WITH UTILITY COMPANY, IN ADVANCE OF REQUIRING THE ELECTRICAL SERVICE.

13. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THROUGH AND LOCAL TRAFFIC IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.

14. THE CONTRACTOR SHALL PROVIDE ACCESS (INGRESS AND EGRESS) TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR IS REQUIRED TO NOTIFY BUSINESSES AND HOMEOWNERS 48 HOURS IN ADVANCE OF ACCESS RESTRICTIONS.

15. THE CONTRACTOR SHALL COORDINATE HIS WORK WITH OTHER SUB-CONTRACTOR'S TO FACILITATE TIE-INS TO OTHER CONTRACTOR'S WORK, WHERE FEASIBLE AND PRACTICAL.

16. CONTRACTOR SHALL COORDINATE WITH THE RESPECTIVE UTILITY COMPANIES FOR RELOCATION OF EXISTING POWER, GAS, TELEPHONE, AND CABLE TV UTILITIES. CONTRACTOR SHALL PROVIDE ACCESS TO THE UTILITY COMPANIES FOR RELOCATION ACTIVITIES AS REQUIRED.

17. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE VERIFICATION, PROTECTION, AND RELOCATION OF BENCHMARKS DURING CONSTRUCTION. NO ADDITIONAL PAYMENT WILL BE MADE FOR RELOCATION OF BENCHMARKS.

18. CONTRACTOR SHALL BE RESPONSIBLE FOR RESETTING ANY SIGNS THAT ARE IN DIRECT CONFLICT WITH CONSTRUCTION IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION (COST ABSORBED).

19. REMOVAL OF EXISTING AND TEMPORARY TRAFFIC STRIPING, TRAFFIC CONTROL SIGNS AND BARRICADES SHALL BE ABSORBED UNDER PAY ITEM FOR MAINTENANCE OF TRAFFIC.

20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE UTILITY COMPANIES IF ANY UTILITY POLES NEED TO BE SUPPORTED DURING CONSTRUCTION (COST ABSORBED).

21. THE CONTRACTOR SHALL REPAIR FENCES, RETAINING WALLS, GATES, SODDING, LANDSCAPING, ETC. DAMAGED DURING OVERALL CONSTRUCTION (COST ABSORBED).

22. THE EROSION CONTROL DEVICES REFERENCED IN THESE PLANS ARE A MINIMUM RESPONSIBILITY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT SILT DOES NOT LEAVE THE RIGHT OF WAY OR CONTAMINATE WATERS OF THE U.S. DURING CONSTRUCTION. THE CONTRACTOR SHALL SUBMIT AN EROSION CONTROL PLAN PRIOR TO COMMENCEMENT OF WORK AND MAINTAIN THE PLAN DURING CONSTRUCTION.

23. THE US DEPARTMENT OF TRANSPORTATION REGULATES ACCESSIBILITY FOR CONSTRUCTION SITES. THESE ARE LOCATED IN THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. THE US ACCESS BOARD (DEPARTMENT OF JUSTICE) REQUIRES THAT ALL PUBLIC RIGHT-OF-WAY BE MAINTAINED BY THE CONTRACTOR AT ALL TIMES. REMINDER: THESE ARE FEDERAL REGULATIONS (A VIOLATION OF FEDERAL LAW). NO CHANGE ORDERS WILL BE GIVEN TO KEEP THESE REQUIREMENTS IN PLACE.

    THE US DOT AND THE DOJ WILL BE CONTACTED IF THE CONTRACTOR FAILS TO KEEP THESE IN PLACE.

24. TREES, STUMPS AND OTHER CLEARED AND GRUBBED MATERIAL MAY NOT BE DISPOSED OF ON SITE.

25. BURNING WILL NOT BE ALLOWED ON SITE.

26. ALL BURNING OFF THE SITE SHALL BE IN COMPLETE ACCORDANCE WITH RULES AND REGULATIONS OF LOCAL AUTHORITIES HAVING JURISDICTION.

27. CONTRACTOR SHALL CONTROL AIR POLLUTION CAUSED BY DUST AND DIRT, AND COMPLY WITH GOVERNING REGULATIONS.

28. ALL TREES ARE TO REMAIN UNLESS OTHERWISE NOTED.

29. CONTRACTOR MAY CONSTRUCT SECTIONS OF THE SIDEWALK SIMULTANEOUSLY BUT WILL NEED TO COORDINATE DEMOLITION ACTIVITIES WITH CONSTRUCTION.

30. TREE MAINTENANCE IS NOTED IN THE PLANS AND SHALL BE INCLUDED IN 618-A001 MAINTENANCE OF TRAFFIC. THE FOLLOWING ACTIVITIES ARE PROHIBITED WITHIN THE TREE PROTECTION ZONE (AREA BETWEEN THE TRUNK AND TEMPORARY ORANGE CONSTRUCTION FENCE) INCLUDE:
    a. PARKING VEHICLES OR EQUIPMENT, STORAGE OF BUILDING MATERIALS, REFUSE, OR EXCAVATED SOILS, OR DUMPING POISONOUS MATERIAL ON OR AROUND TREES AND ROOTS. POISONOUS MATERIALS INCLUDE, BUT ARE NOT LIMITED TO PAINT, PETROLEUM PRODUCTS, CONCRETE, STUCCO MIX, DIRTY WATER OR ANY MATERIAL THAT MAY BE HARMFUL TO TREE HEALTH
    b. THE USE OF TREE TRUNKS AS A BACKSTOP, WINCH SUPPORT, ANCHORAGE, AS A TEMPORARY POWER POLE, SIGNPOST OR OTHER SIMILAR FUNCTION
    c. CUTTING OF TREE ROOTS BY UTILITY TRENCHING, FOUNDATION DIGGING, PLACEMENT OF CURBS AND TRENCHES, OR OTHER MISCELLANEOUS EXCAVATIONS WITHOUT PRIOR APPROVAL OF THE CITY'S PROJECT REPRESENTATIVE.
    d. SOIL DISTURBANCE OR GRADE CHANGE
    e. DRAINAGE CHANGES

31. CONTRACTOR SHALL NOTIFY ENGINEER 48 HOURS PRIOR TO EXCAVATION OCCURRING UNDER ANY MATURE TREE CANOPY. CONTRACTOR MAY BE REQUIRED TO HAND EXCAVATE OR AIR EXCAVATE THESE AREAS AS DIRECTED BY THE ENGINEER.

32. PRIOR TO CONSTRUCTION, VARIOUS TREES MAY NEED TO BE PRUNED AWAY FROM STRUCTURES OR PROPOSED CONSTRUCTION ACTIVITY. CONSTRUCTION OR CONTRACTOR PERSONNEL ARE NOT ALLOWED TO REMOVE TREES (EXCEPT THOSE NOTED TO BE REMOVED) AND SHALL NOT ATTEMPT PRUNING. ONLY PERSONNEL APPROVED BY THE CITY'S PROJECT REPRESENTATIVE CAN PERFORM PRUNING OR REMOVAL OPERATIONS. THE CITY WILL PROVIDE QUALIFIED TREE PRUNING SERVICES AND COORDINATE WITH THE CONTRACTOR.

DESCRIPTION OF SHEET	WKG. NO.	SHT. NO.
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TYPICAL SECTIONS	TS-2	4
QUANTITY SHEETS		
SUMMARY OF QUANTITIES	SQ-1	5
SUMMARY OF QUANTITIES	SQ-2	6
PLAN & PROFILE SHEETS		
OVERALL KEY	KEY-1	7
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PLAN AND PROFILE STA. 2+50 TO STA. 4+25	WKG-2	9
PLAN AND PROFILE STA. 4+25 TO STA. 7+25	WKG-3	10
PLAN AND PROFILE STA. 7+25 TO STA. 10+00	WKG-4	11
PLAN AND PROFILE STA. 10+00 TO STA. 13+00	WKG-5	12
PLAN AND PROFILE STA. 13+00 TO STA. 16+00	WKG-6	13
PLAN AND PROFILE STA. 16+00 TO STA. 19+00	WKG-7	14
PLAN AND PROFILE STA. 19+00 TO STA. 22+00	WKG-8	15
PLAN AND PROFILE STA. 22+00 TO STA. 25+00	WKG-9	16
PLAN AND PROFILE STA. 25+00 TO STA. 26+93	WKG-10	17
PLAN AND PROFILE STA. 50+00 TO STA. 52+50	WKG-11	18
PLAN AND PROFILE STA. 52+50 TO STA. 53+84	WKG-12	19
PLAN AND PROFILE STA. 100+00 TO STA. 102+29	WKG-13	20
PLAN AND PROFILE STA. 150+00 TO STA. 152+25	WKG-14	21
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INLET PROTECTION DETAILS OF WATTLES	ECD-13	6113
DRIVEWAYS, CURB & GUTTER, & SIDEWALK	SD-1	6419

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DSGN: DBG	DATE: 05/01/2026	
DRWN: HMR	DATE: 07/02/2026	
CHKD: SWB	DATE: 07/02/2026	
QA/QC: ----	DATE: ----	

GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

PRELIMINARY
NOT FOR
CONSTRUCTION

NEEL-SCHAFFER

GENERAL NOTES & DETAILED INDEX

WORKING NUMBER:	DRAWING NUMBER:
GN-1	2

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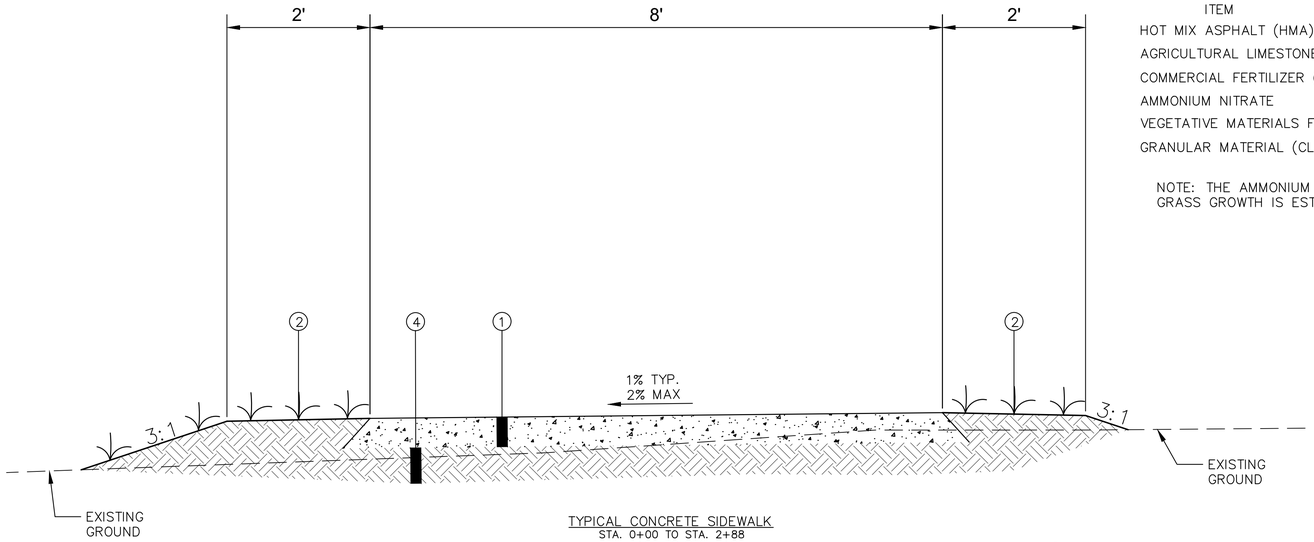
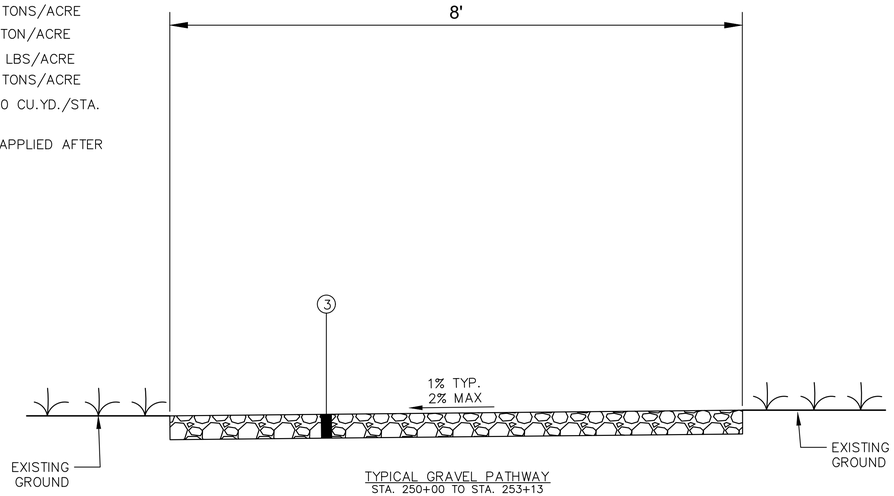
RATES OF APPLICATION FOR ESTIMATING QUANTITIES:

ITEM	RATE
HOT MIX ASPHALT (HMA)	110 LBS. PER SQ.YD./IN.
AGRICULTURAL LIMESTONE	2.0 TONS/ACRE
COMMERCIAL FERTILIZER (13-13-13)	1.0 TON/ACRE
AMMONIUM NITRATE	200 LBS/ACRE
VEGETATIVE MATERIALS FOR MULCH	2.0 TONS/ACRE
GRANULAR MATERIAL (CL. 5, GP. C)	120.0 CU.YD./STA.

NOTE: THE AMMONIUM NITRATE IS TO BE APPLIED AFTER GRASS GROWTH IS ESTABLISHED



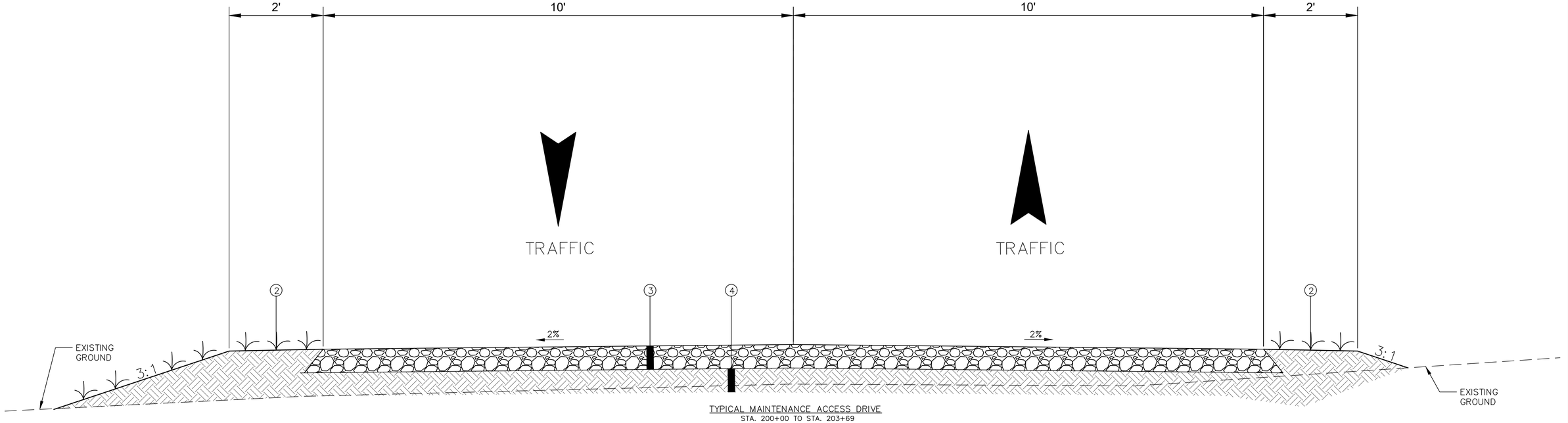
TYPICAL CONCRETE SIDEWALK
STA. 0+00 TO STA. 2+88
STA. 4+03 TO STA. 5+93
STA. 9+16 TO STA. 10+12
STA. 12+51 TO STA. 12+86
STA. 14+13 TO STA. 26+93
STA. 50+00 TO STA. 52+30
STA. 100+00 TO STA. 102+29
STA. 150+00 TO STA. 150+79
STA. 151+99 TO STA. 152+25



TYPICAL GRAVEL PATHWAY
STA. 250+00 TO STA. 253+13

NOTES:
1. B9-10 BORROW TO BE MINIMUM OF 6" IN THICKNESS OR AS NECESSARY TO ACHIEVE FINISH GRADES.

1. 5" CONCRETE SIDEWALK
2. 4" TOPSOIL LAYER WITH SOLID SOD AND/OR SEDDING PER SWPPP
3. 6" LIMESTONE LAYER
4. VARIABLE DEPTH B9-10 BORROW
5. TYPE V NON WOVEN GEOTEXTILE FABRIC
6. 6" MINIMUM DEPTH V-DITCH



TYPICAL MAINTENANCE ACCESS DRIVE
STA. 200+00 TO STA. 203+69

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GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER

TYPICAL SECTIONS

WORKING NUMBER: TS-1

DRAWING NUMBER: 3

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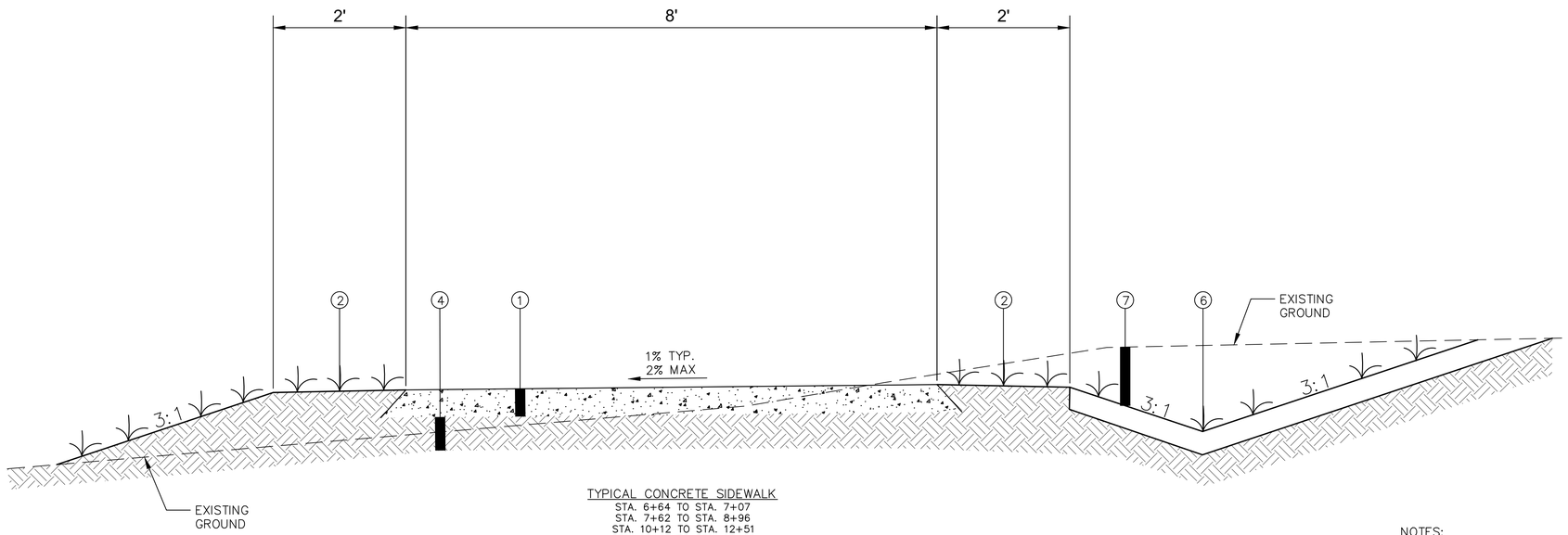


TYPICAL CONCRETE SIDEWALK
STA. 6+64 TO STA. 7+07
STA. 7+62 TO STA. 8+96
STA. 10+12 TO STA. 12+51
STA. 13+12 TO STA. 14+13
STA. 52+30 TO STA. 53+83

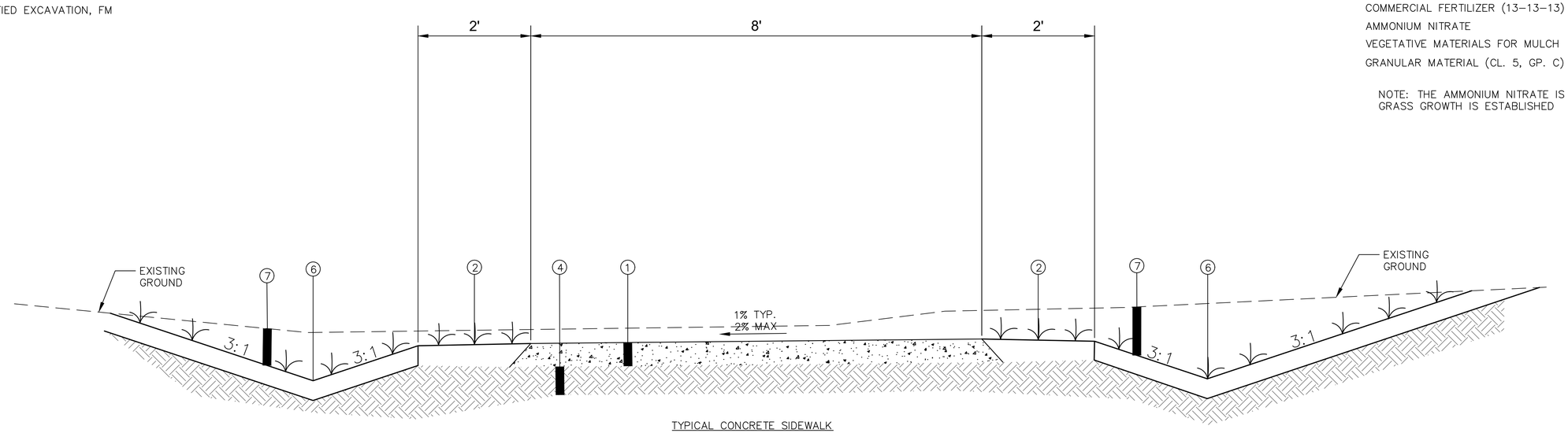
① 5" CONCRETE SIDEWALK
② 4" TOPSOIL LAYER WITH SOLID SOD AND/OR SEDDING PER SWPPP
③ 6" LIMESTONE LAYER
④ VARIABLE DEPTH B9-10 BORROW
⑤ TYPE V NON WOVEN GEOTEXTILE FABRIC
⑥ 6" MINIMUM DEPTH V-DITCH
⑦ UNCLASSIFIED EXCAVATION, FM

NOTES:
1. B9-10 BORROW TO BE MINIMUM OF 6" IN THICKNESS OR AS NECESSARY TO ACHIEVE FINISH GRADES.

RATES OF APPLICATION FOR ESTIMATING QUANTITIES:

ITEM	RATE
HOT MIX ASPHALT (HMA)	110 LBS. PER SQ.YD./IN.
AGRICULTURAL LIMESTONE	2.0 TONS/ACRE
COMMERCIAL FERTILIZER (13-13-13)	1.0 TON/ACRE
AMMONIUM NITRATE	200 LBS/ACRE
VEGETATIVE MATERIALS FOR MULCH	2.0 TONS/ACRE
GRANULAR MATERIAL (CL. 5, GP. C)	120.0 CU.YD./STA.

NOTE: THE AMMONIUM NITRATE IS TO BE APPLIED AFTER GRASS GROWTH IS ESTABLISHED



TYPICAL CONCRETE SIDEWALK
STA. 5+93 TO STA. 6+64

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GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER

TYPICAL SECTIONS

WORKING NUMBER: TS-2

DRAWING NUMBER: 4

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SUMMARY OF QUANTITIES

BASE BID

PAY ITEM	DESCRIPTION	UNIT	BID QUANTITY	FINAL QUANTITY	PAY ITEM NOTE REFERENCE
GENERAL CONSTRUCTION ITEMS & TEMPORARY EROSION CONTROL					
201-A	CLEARING AND GRUBBING	LS	1		
202-B	REMOVAL OF TREES	EA	5		1
203-A	UNCLASSIFIED EXCAVATION, FM, AH	CY	250		2, 3
203-EX	BORROW EXCAVATION, FM, AH, CLASS B9-10	CY	3000		2, 3, 4
203-G	EXCESS EXCAVATION, FM, AH	CY	1000		2, 3
211-B	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	CY	400		2, 3
213-A	AGRICULTURAL LIMESTONE	TON	6		2
213-B	COMBINATION FERTILIZER (13-13-13)	TON	3		2
213-D	AMMONIUM NITRATE	TON	0.30		2
214-A	SEEDING	AC	3		2, 5
215-A	VEGETATIVE MATERIALS FOR MULCH	TON	6		2
216-B	SOLID SODDING, CENTIPEDE	SY	1810		
234-A	TEMPORARY SILT FENCE	LF	2500		
237-A	WATTLES, 20"	LF	400		2
304-G	SIZE 610 CRUSHED STONE	CY	200		
907-242	BOARDWALK STRUCTURE	SF	280		
601-B	CLASS B STRUCTURAL CONCRETE, MINOR STRUCTURES	CY	28		2
602-A	REINFORCING STEEL	LBS	2000		
603-CE	22" x 13" CONCRETE ARCH PIPE	LF	96		
603-CF	22" x 13" CONCRETE ARCH PIPE END SECTION	EA	8		
608-A	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	SY	3060		
618-A	MAINTENANCE OF TRAFFIC	LS	1		6
620-A	MOBILIZATION	LS	1		
699-A	CONSTRUCTION STAKING	LS	1		6, 8
699-C	AS-BUILT CONSTRUCTION SURVEY	LS	1		
BRIDGE ITEMS					
221-A001	CONCRETE PAVED DITCH	CY	2.09		
803-A001	TEST PILE	EA	2		
803-D006	HP14x73 STEEL PILING	LF	630		
907-804-A002	PILE RESTRIKE	EA	2		
907-809-A002	BRIDGE CONCRETE CLASS "AA"	CY	24		
805-A001	REINFORCEMENT	LBS	3367		
907-809-A003	RETAINING WALL SYSTEM, MECHANICALLY STABLIZED	SF	318		
907-821-A001	120' PREFABRICATED PEDESTRIAN BRIDGE	EA	1		7
LANDSCAPING ITEMS					
211-C	TOPSOIL, CONTRACTOR FURNISHED	4	CY		
230-B1	TREE PLANTING, DAWN REDWOOD	6	EA		
230-B2	TREE PLANTING, 'DURA HEAT' RIVER BIRCH	6	EA		
230-B3	TREE PLANTING, 'FLAME' RED MAPLE	6	EA		
230-B4	TREE PLANTING, 'MOON GLOW' SWEETBAY MAGNOLIA	16	EA		
230-B5	TREE PLANTING, TULIP POPLAR	11	EA		
230-B6	TREE PLANTING, SYCAMORE	8	EA		
232-A	FERTILIZER TABLET, 21 GRAM	159	EA		
233-C	PINE STRAW MULCH, BALE	27	EA		
233-A	TREE BARK MULCH, SOIL CONDITIONER	2	SY		
230-D	BED PREPARATION	600	SF		

PAY ITEM NOTES

1) ALL TREES TO BE REMOVED SHALL BE MARKED IN THE FIELD BY THE ENGINEER PRIOR TO REMOVAL.

2) INCLUDES ADDITIONAL QUANTITY TO BE USED AS DIRECTED BY THE ENGINEER.

3) PAID AS FIELD MEASURE (FM)

4) MEETING CLASS B9-10 AS IDENTIFIED IN MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION PUBLISHED BY THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION, 2017 EDITION. PAID AS FIELD MEASURE (FM). PARTIAL PAY APPS PAY BE PAID BY USING A CONVERSION FACTOR FROM LOOSE MEASURE.

5) RETAINAGE WILL NOT BE RELEASED FOR PAYMENT UNTIL ALL SEEDING HAS ESTABLISHED AS PERMANENT EROSION CONTROL TO THE SATISFACTION OF THE ENGINEER.

6) WILL BE PAID ON A PERCENTAGE BASIS AS CONSTRUCTION PROGRESSES.

7) PER PLANS

8) SHALL BE PERFORMED BY A PROFESSIONAL SURVEYOR LICENSED IN THE STATE OF MISSISSIPPI. SURVEYOR SHALL PROVIDE A STAKING SHEET TO THE ENGINEER OF RECORD SHOWING ALL STAKING DATA PRIOR TO STAKING BEING PERFORMED.

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GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

PRELIMINARY
NOT FOR
CONSTRUCTION

NEEL-SCHAFFER

SUMMARY OF QUANTITIES

WORKING NUMBER:	DRAWING NUMBER:
SQ-1	5

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SUMMARY OF QUANTITIES

BASE BID					
PAY ITEM	DESCRIPTION	UNIT	BID QUANTITY	FINAL QUANTITY	PAY ITEM NOTE REFERENCE
IRRIGATION ITEMS					
282-A	SPRINKLER HEAD, 1812-PRS	17	EA		
282-B	PIPING, 1" DIAMETER (LATERAL)	350	LF		
282-B	PIPING, 1" DIAMETER (MAIN)	200	LF		
282-C	SLEEVE, 4" DIAMETER (MIN)	16	LF		
282-G	ELECTRIC CONTROLLER, 4 STATION	1	EA		
282-H	ELECTRIC CONTROL VALVE, 1"	1	EA		
282-I	BACKFLOW PREVENTER, 2" (WITH ENCLOSURE)	1	EA		
282-PP	HOSE BIB, PER PLANS	1	EA		
MISC ITEMS					
630-PP1	INTERPRETIVE SIGNS	5	EA		1

ADD ALTERNATE NO. 1					
GENERAL CONSTRUCTION ITEMS & TEMPORARY EROSION CONTROL					
201-A	CLEARING AND GRUBBING	LS	1		
202-B	REMOVAL OF TREES	EA	1		
203-A	UNCLASSIFIED EXCAVATION, FM, AH	CY	100		2, 3
203-EX	BORROW EXCAVATION, FM, AH, CLASS B9-10	CY	250		2, 3, 4
203-G	EXCESS EXCAVATION, FM, AH	CY	50		2, 3
211-B	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	CY	100		2, 3
213-A	AGRICULTURAL LIMESTONE	TON	2		
213-B	COMBINATION FERTILIZER (13-13-13)	TON	1		
213-D	AMMONIUM NITRATE	TON	0.1		
214-A	SEEDING	AC	1		5
215-A	VEGATATIVE MATERIALS FOR MULCH	TON	2		
216-B	SOLID SODDING, CENTIPEDE	SY	100		
234-A	TEMPORARY SILT FENCE	LF	250		
237-A	WATTLES, 20"	LF	200		
608-A	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	SY	130		
699-A	CONSTRUCTION STAKING	LS	1		6, 7
699-C	AS-BUILT CONSTRUCTION SURVEY	LS	1		
BRIDGE ITEMS					
803-A001	TEST PILE	EA	2		
803-D006	HP14x73 STEEL PILING	LF	665		
907-804-A002	PILE RESTRIKE	EA	2		
907-809-A002	BRIDGE CONCRETE CLASS "AA"	CY	23		
805-A001	REINFORCEMENT	LBS	3367		
907-821-A001	140' PREFABRICATED PEDESTRIAN BRIDGE	EA	1		1

PAY ITEM NOTES

1) PER PLANS

2) INCLUDES ADDITIONAL QUANTITY TO BE USED AS DIRECTED BY THE ENGINEER.

3) PAID AS FIELD MEASURE (FM)

4) MEETING CLASS B9-10 AS IDENTIFIED IN MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION PUBLISHED BY THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION, 2017 EDITION. PAID AS FIELD MEASURE (FM). PARTIAL PAY APPS PAY BE PAID BY USING A CONVERSION FACTOR FROM LOOSE MEASURE.

5) RETAINAGE WILL NOT BE RELEASED FOR PAYMENT UNTIL ALL SEEDING HAS ESTABLISHED AS PERMANENT EROSION CONTROL TO THE SATISFACTION OF THE ENGINEER.

6) WILL BE PAID ON A PERCENTAGE BASIS AS CONSTRUCTION PROGRESSES.

7) SHALL BE PERFORMED BY A PROFESSIONAL SURVEYOR LICENSED IN THE STATE OF MISSISSIPPI. SURVEYOR SHALL PROVIDE A STAKING SHEET TO THE ENGINEER OF RECORD SHOWING ALL STAKING DATA PRIOR TO STAKING BEING PERFORMED.

NOTICE TO DRAWING HOLDER

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REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
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SURVEYED BY: SESM	
DSGN: DBG	DATE: 05/01/2026
DRWN: HMR	DATE: 07/02/2026
CHKD: SWB	DATE: 07/02/2026
QA/QC: JK	DATE: 07/02/2026

GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

PRELIMINARY
NOT FOR
CONSTRUCTION

NEEL-SCHAFFER

SUMMARY OF QUANTITIES

WORKING NUMBER:	DRAWING NUMBER:
SQ-2	6

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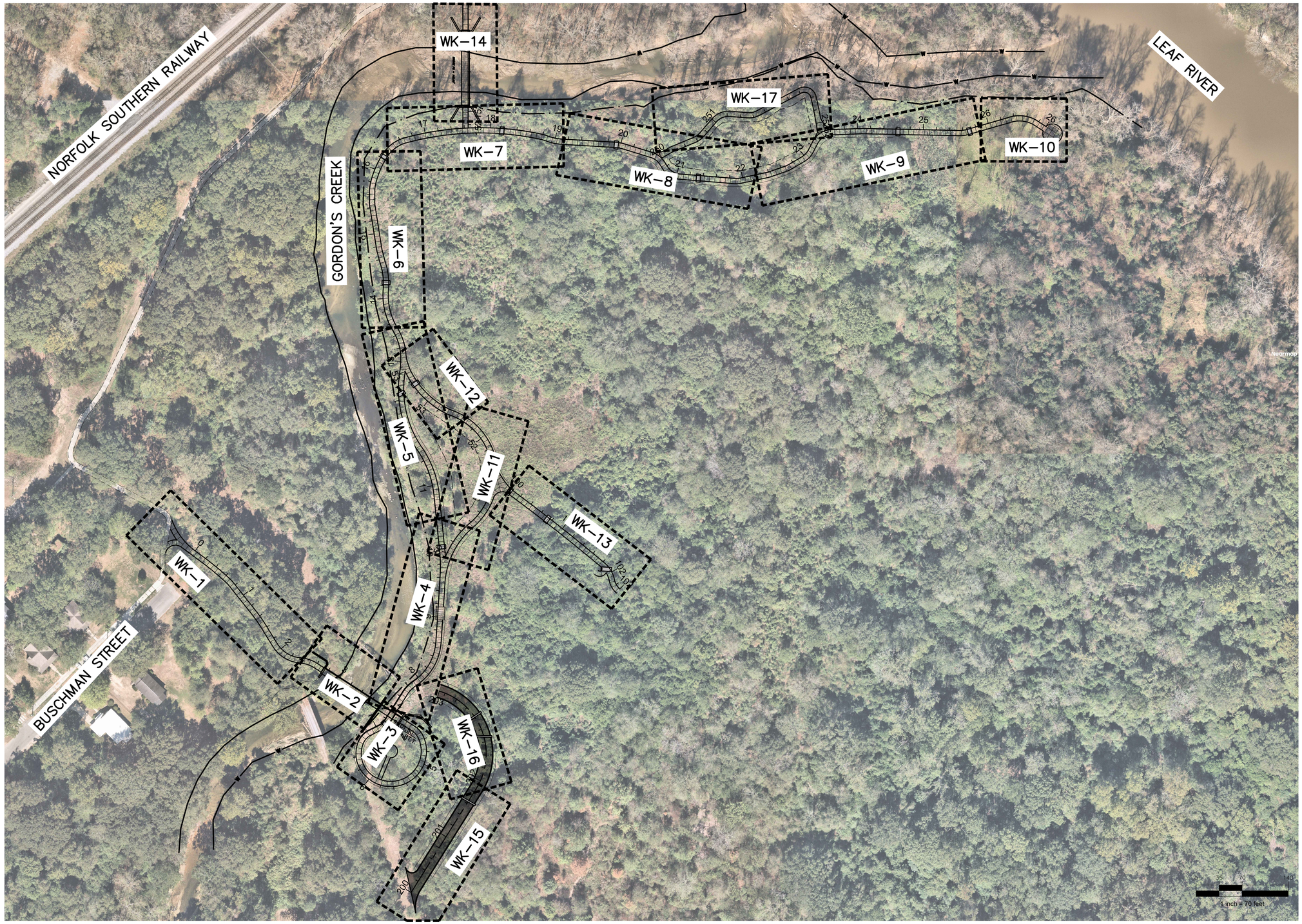

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REVISIONS

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DRAWING INFORMATION

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SURVEYED BY:	
DSGN: DBG	DATE: 05/01/2026
DRWN: HMR	DATE: 6/2026
CHKD: SWB	DATE: 07/02/2026
QA/QC:	DATE:

GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

HATTIESBURG, MS
FORREST COUNTY

NEEL-SCHAFFER

OVERALL KEY

WORKING NUMBER:	DRAWING NUMBER:
KEY-1	7

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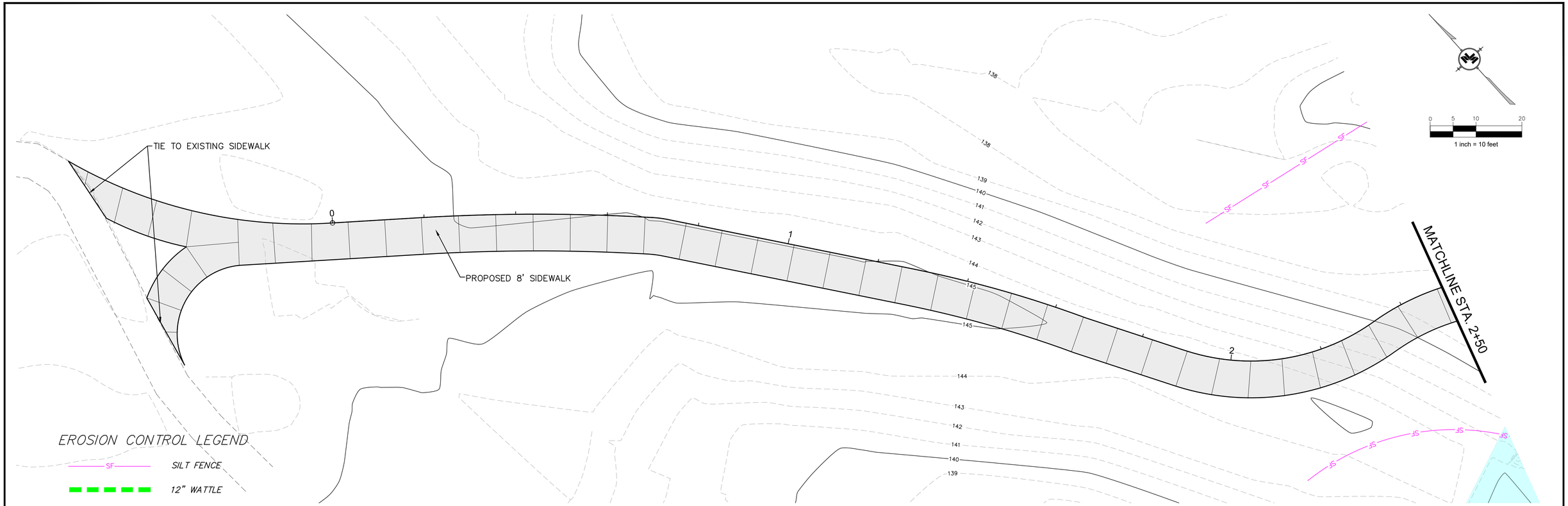

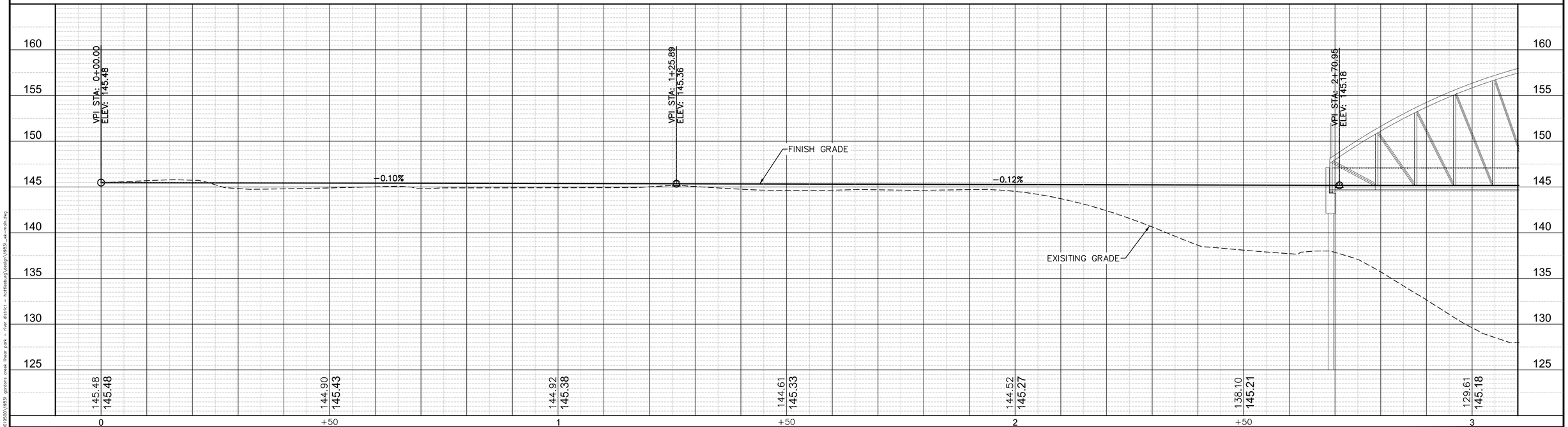

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QA/QC: JK	DATE: 07/02/2026

GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER

PLAN AND PROFILE
STA. 0+00 TO STA. 2+50

WORKING NUMBER:	DRAWING NUMBER:
WKG-1	8

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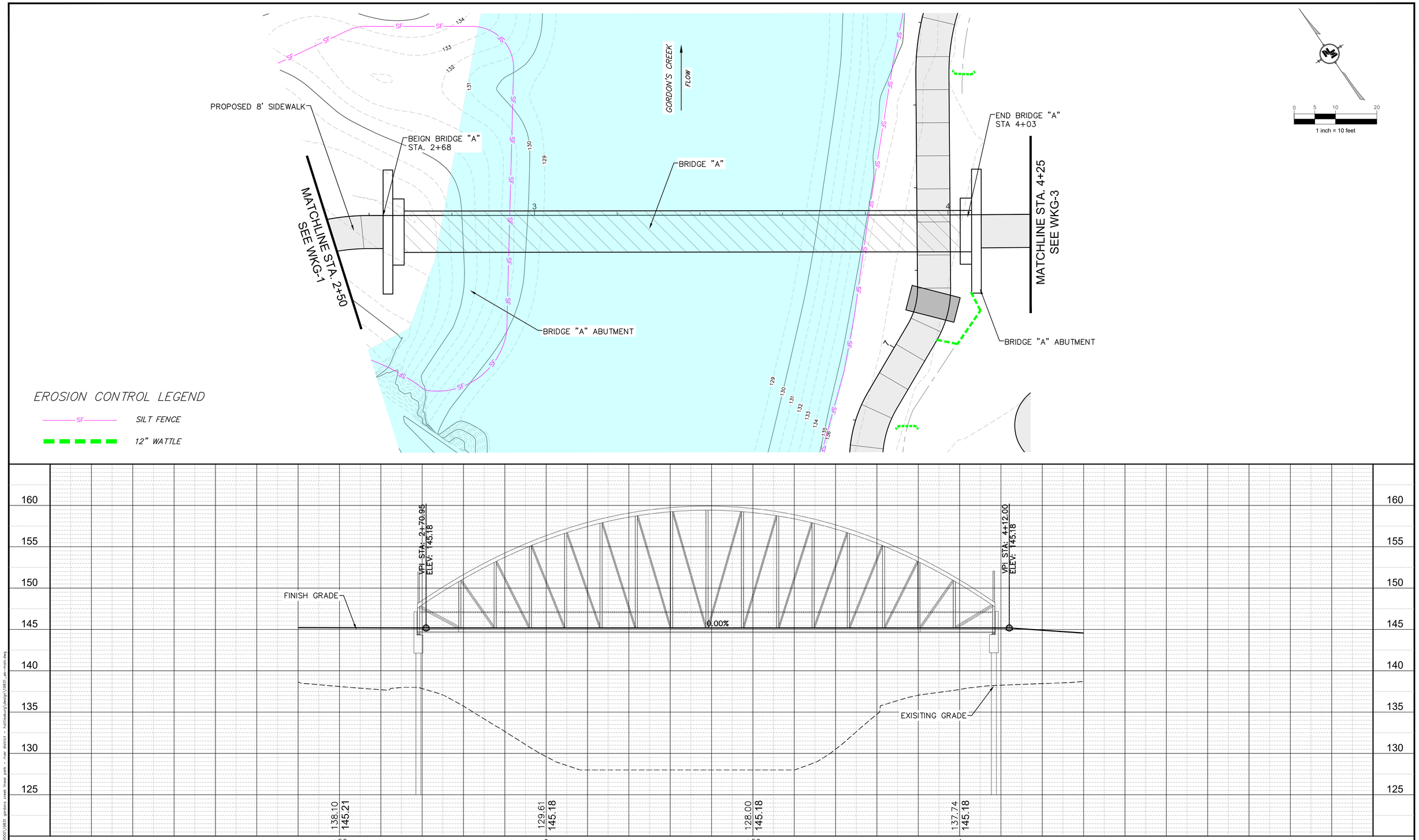

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GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER

PLAN AND PROFILE
STA. 2+50 TO STA. 4+25

WORKING NUMBER: WKG-2

DRAWING NUMBER: 9

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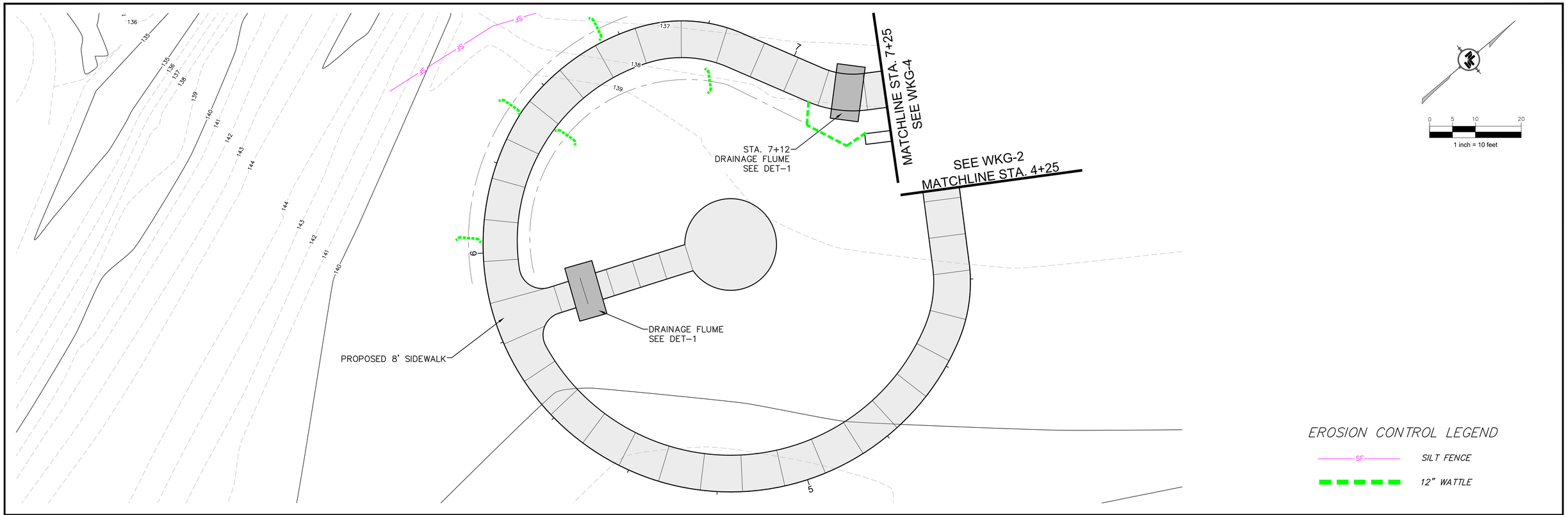

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GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

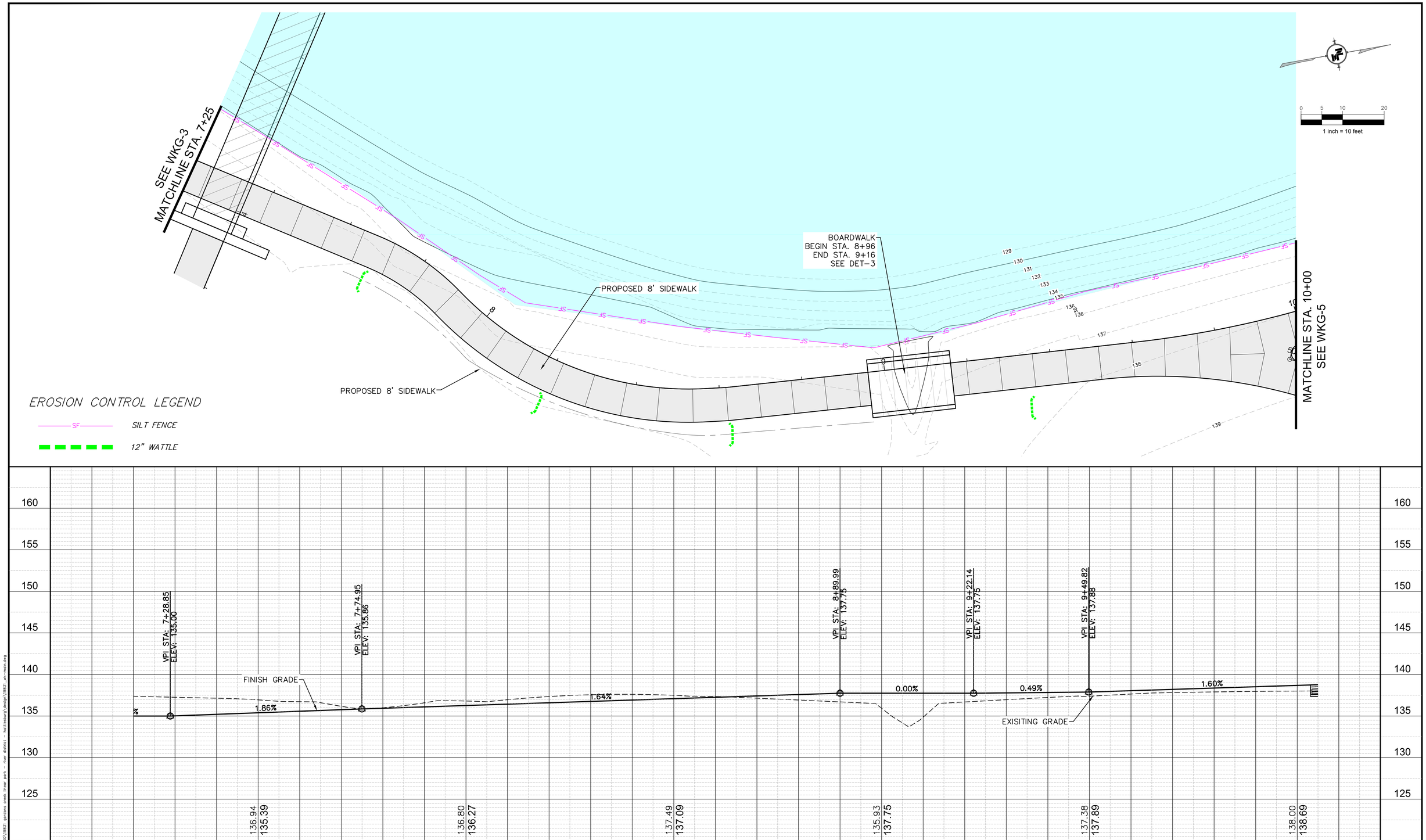
CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER

PLAN AND PROFILE
STA. 4+25 TO STA. 7+25

WORKING NUMBER: WKG-3

DRAWING NUMBER: 10



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GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER

PLAN AND PROFILE
STA. 7+25 TO STA. 10+00

WORKING NUMBER: WKG-4

DRAWING NUMBER: 11

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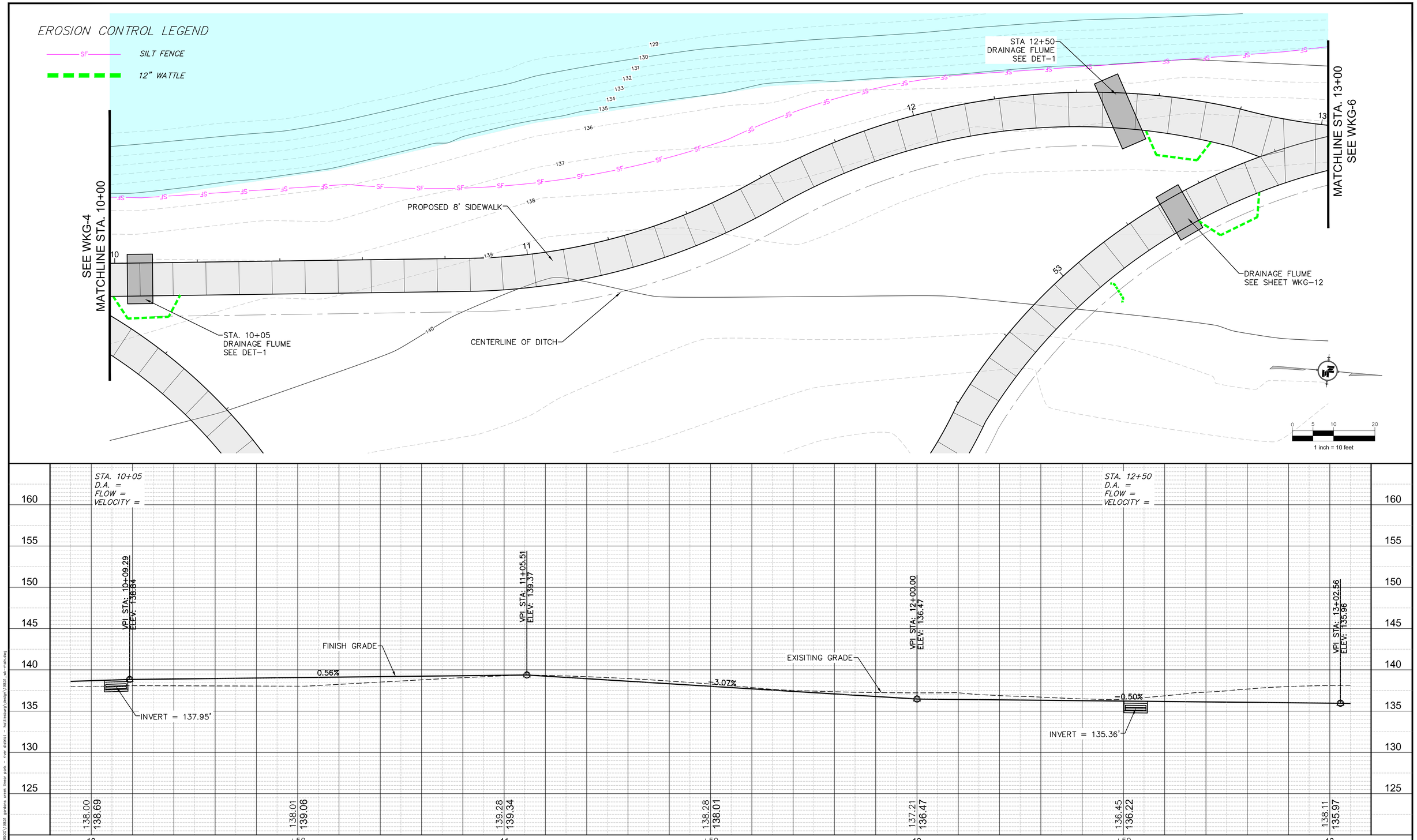

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GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

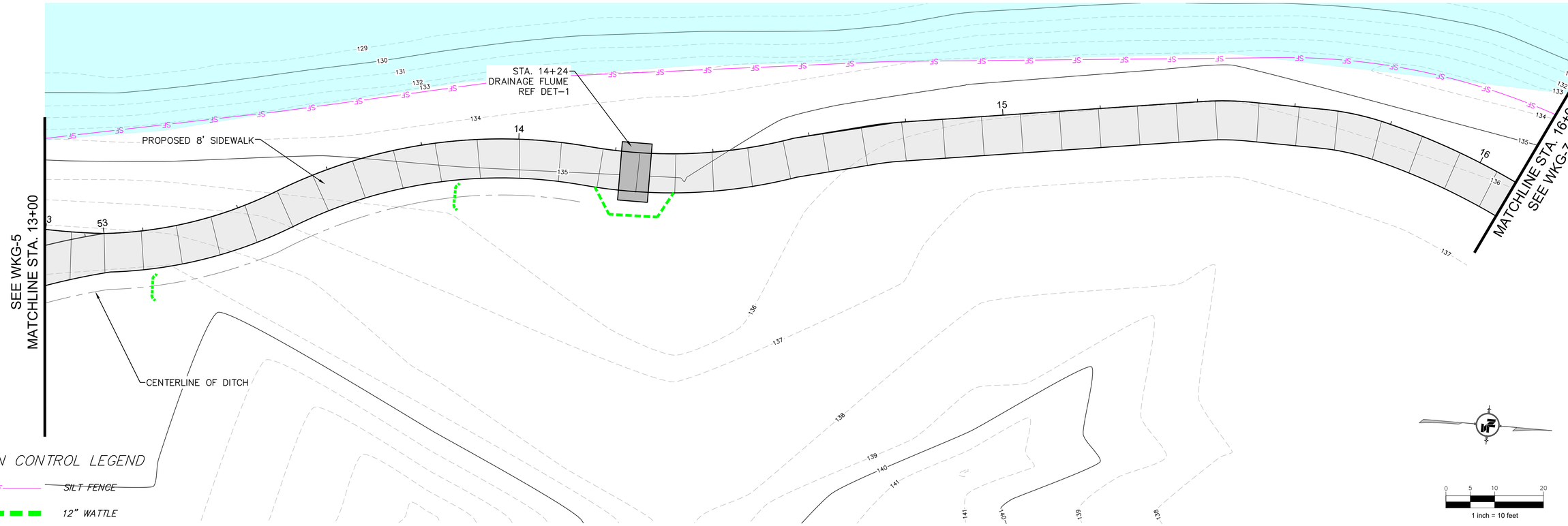
CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

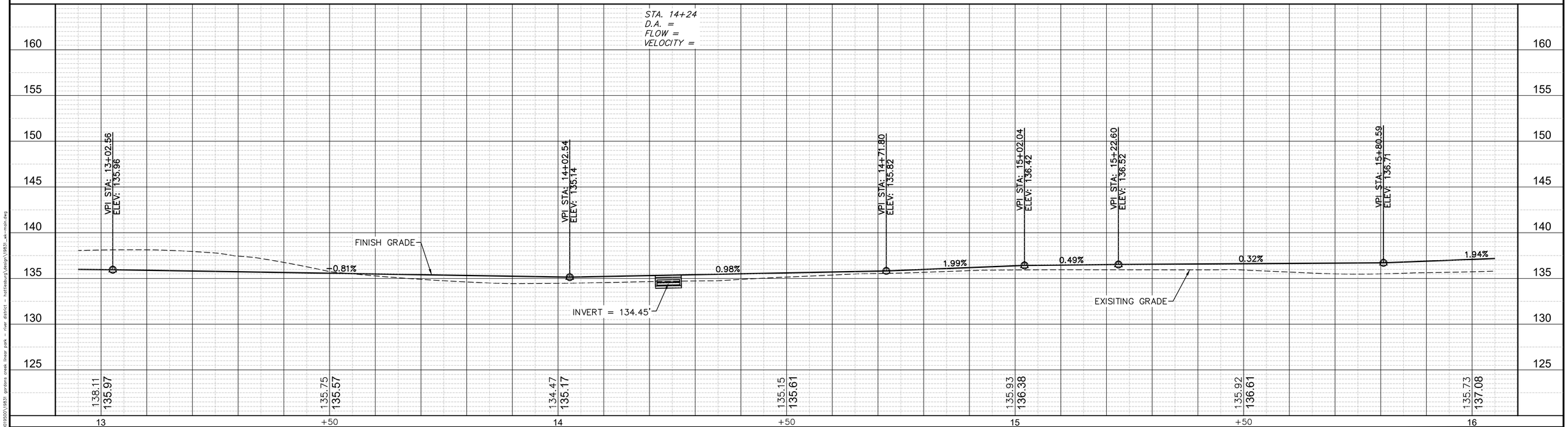
NEEL-SCHAFFER

PLAN AND PROFILE
STA. 10+00 TO STA. 13+00

WORKING NUMBER: WKG-5

DRAWING NUMBER: 12





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GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER

PLAN AND PROFILE
STA. 13+00 TO STA. 16+00

WORKING NUMBER:	DRAWING NUMBER:
WKG-6	13

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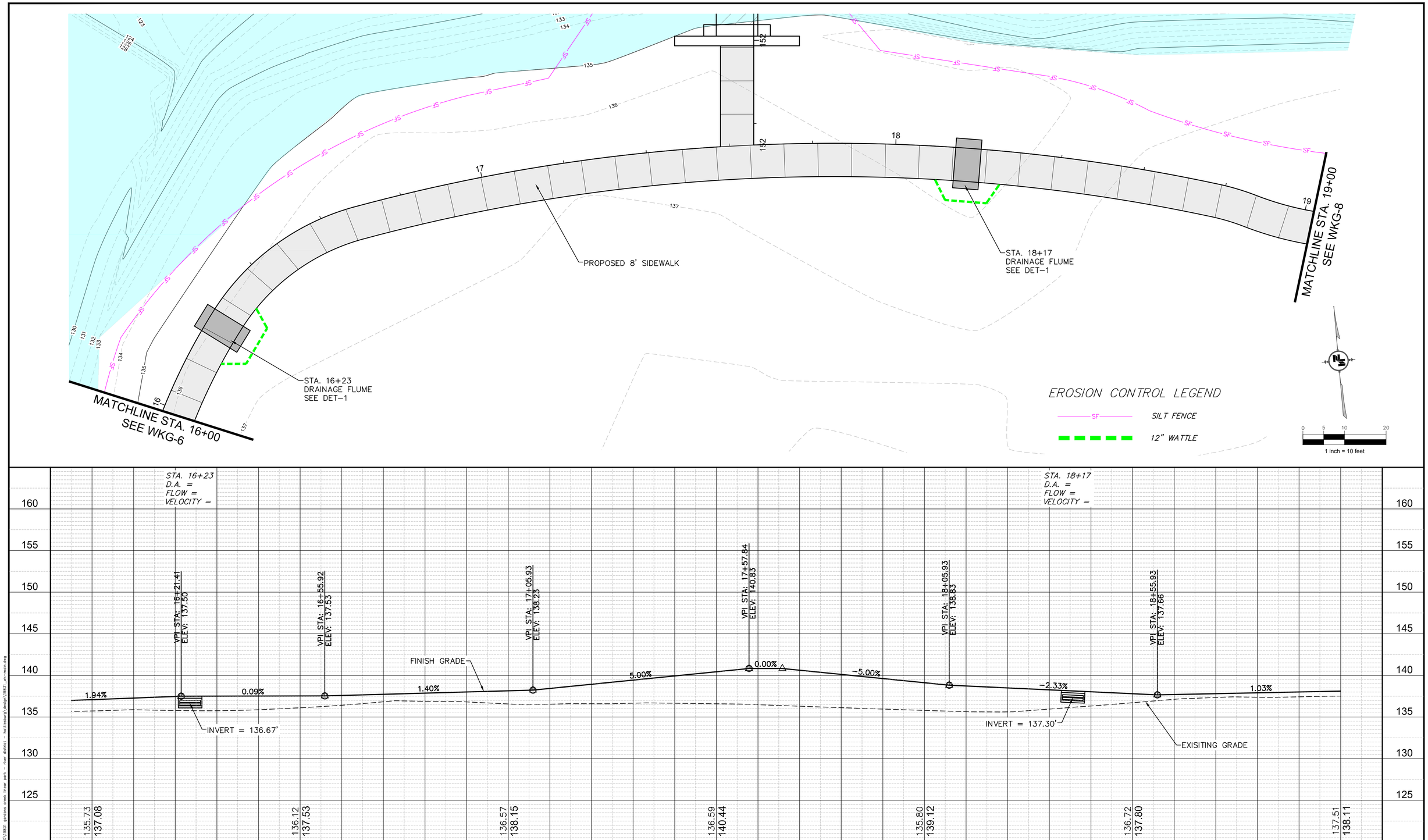

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GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER

PLAN AND PROFILE
STA. 16+00 TO STA. 19+00

WORKING NUMBER: WKG-7

DRAWING NUMBER: 14

SEE WKG-7
MATCHLINE STA. 19+00

STA. 19+93
DRAINAGE FLUME
SEE DET-1

STA. 21+33
DRAINAGE FLUME
SEE DET-1

PROPOSED 8' SIDEWALK

SEE WKG-9
MATCHLINE STA. 22+00

1 inch = 10 feet

EROSION CONTROL LEGEND

SF — SILT FENCE

12" WATTLE

STA. 19+93
D.A. =
FLOW =
VELOCITY =

STA. 21+33
D.A. =
FLOW =
VELOCITY =

VPI STA: 19+05.93
ELEV: 138.18

VPI STA: 19+55.93
ELEV: 138.25

VPI STA: 20+05.93
ELEV: 138.37

VPI STA: 20+55.92
ELEV: 138.83

VPI STA: 21+02.27
ELEV: 141.10

VPI STA: 21+55.93
ELEV: 141.77

FINISH GRADE

0.16%

0.24%

0.91%

4.90%

1.26%

1.53%

INVERT = 137.50'

EXISITING GRADE

INVERT = 140.65'

137.51	137.72	137.59	138.06
138.11	138.24	138.36	138.77

140.63	140.37	141.58
140.99	141.70	142.45

19 +50 20 +50 21 +50 22

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GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER

PLAN AND PROFILE
STA. 19+00 TO STA. 22+00

WORKING NUMBER:	DRAWING NUMBER:
WKG-8	15

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GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

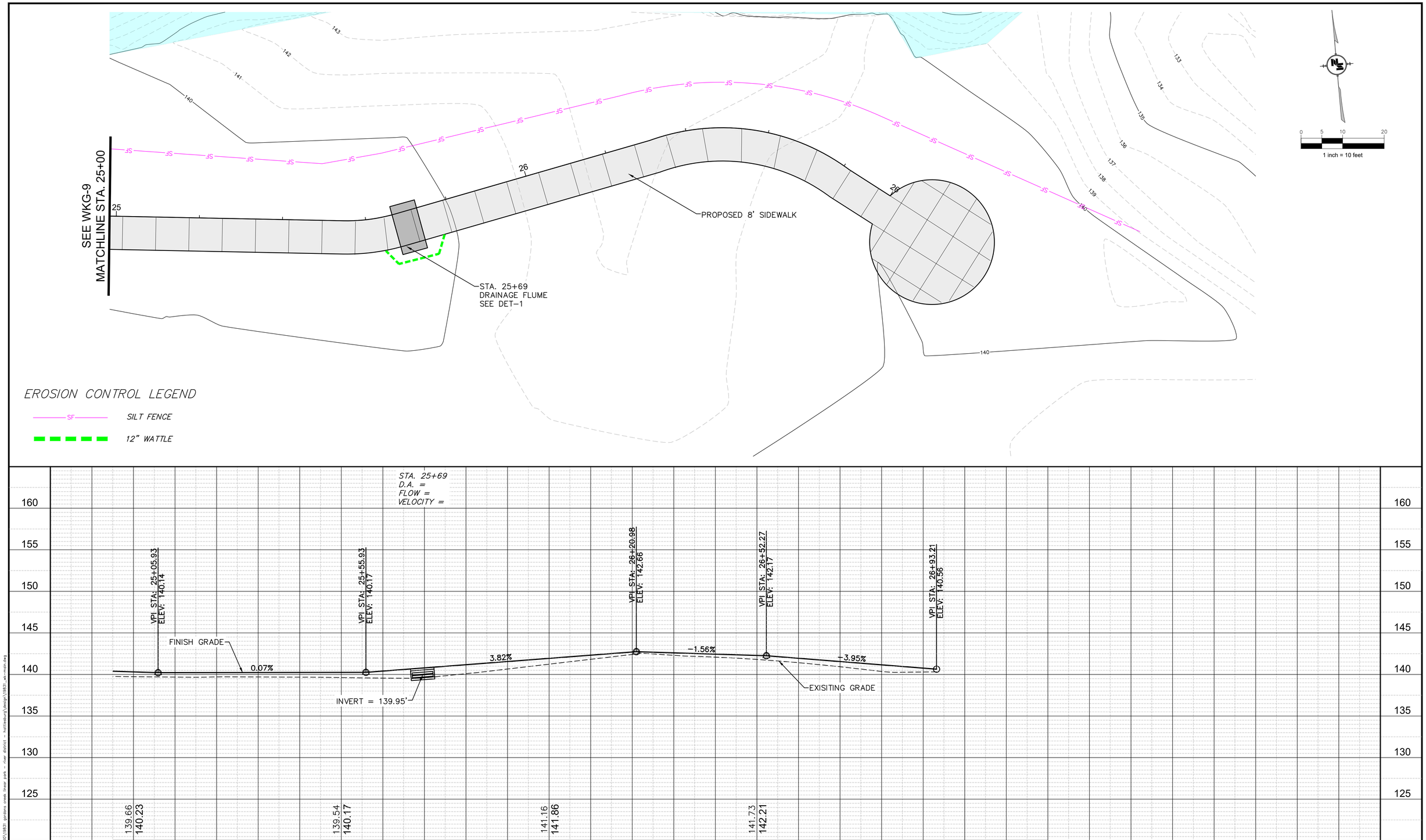
CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER

PLAN AND PROFILE
STA. 22+00 TO STA. 25+00

WORKING NUMBER: WKG-9

DRAWING NUMBER: 16



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GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER

PLAN AND PROFILE
STA. 25+00 TO STA. 26+93

WORKING NUMBER: WKG-10

DRAWING NUMBER: 17

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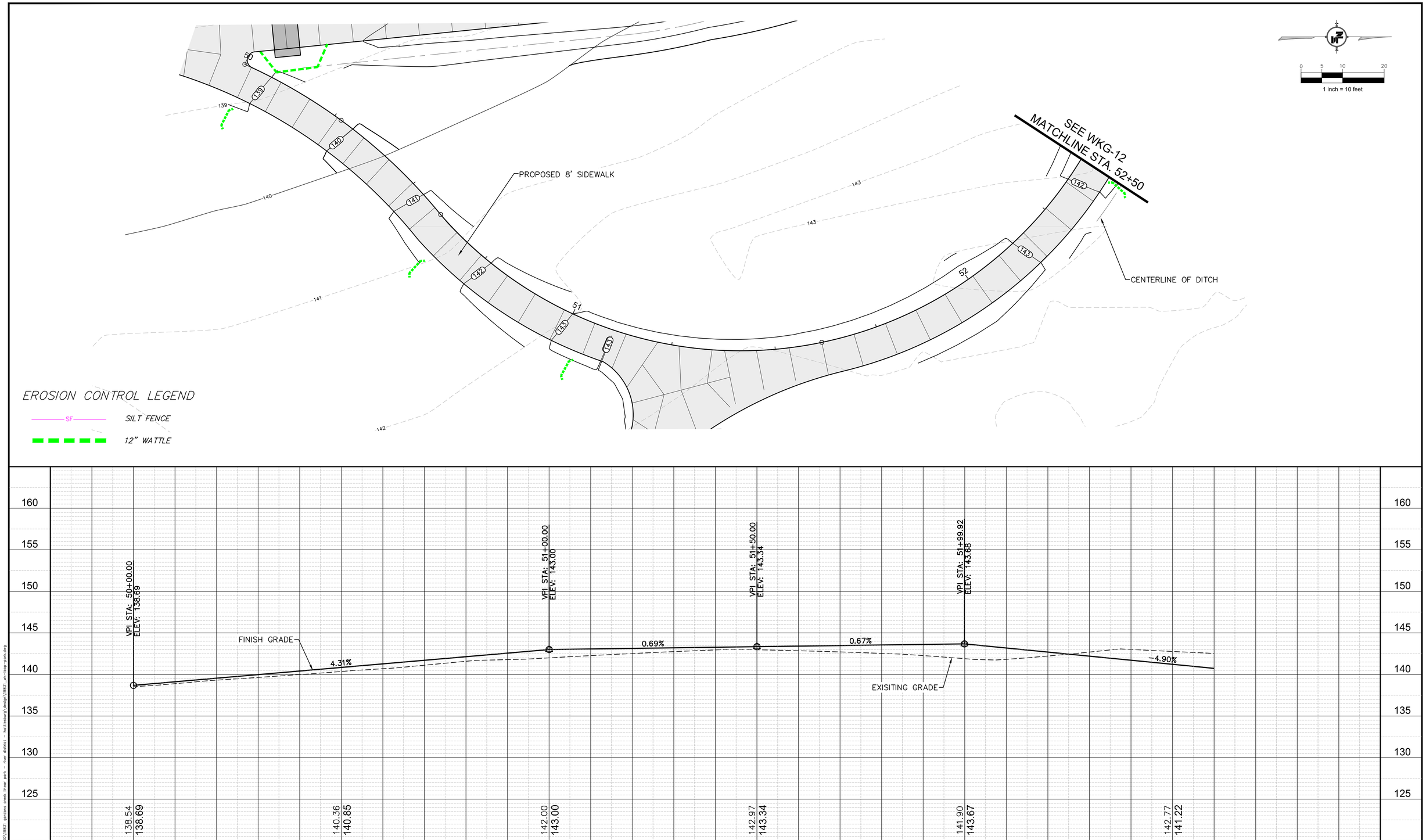

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NO.	DATE	BY	DESCRIPTION

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N-S PROJECT NO.: 19831.001	
FILENAME: 19831_WK-LOOP-PARK.dwg	
SCALE: 1" = 10'	
SURVEYED BY: SESM	
DSGN: DBG	DATE: 05/01/2026
DRWN: HMR	DATE: 07/02/2026
CHKD: SWB	DATE: 07/02/2026
QA/QC: JK	DATE: 07/02/2026

GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER

PLAN AND PROFILE
STA. 50+00 TO STA 52+50

WORKING NUMBER: WKG-11

DRAWING NUMBER: 18

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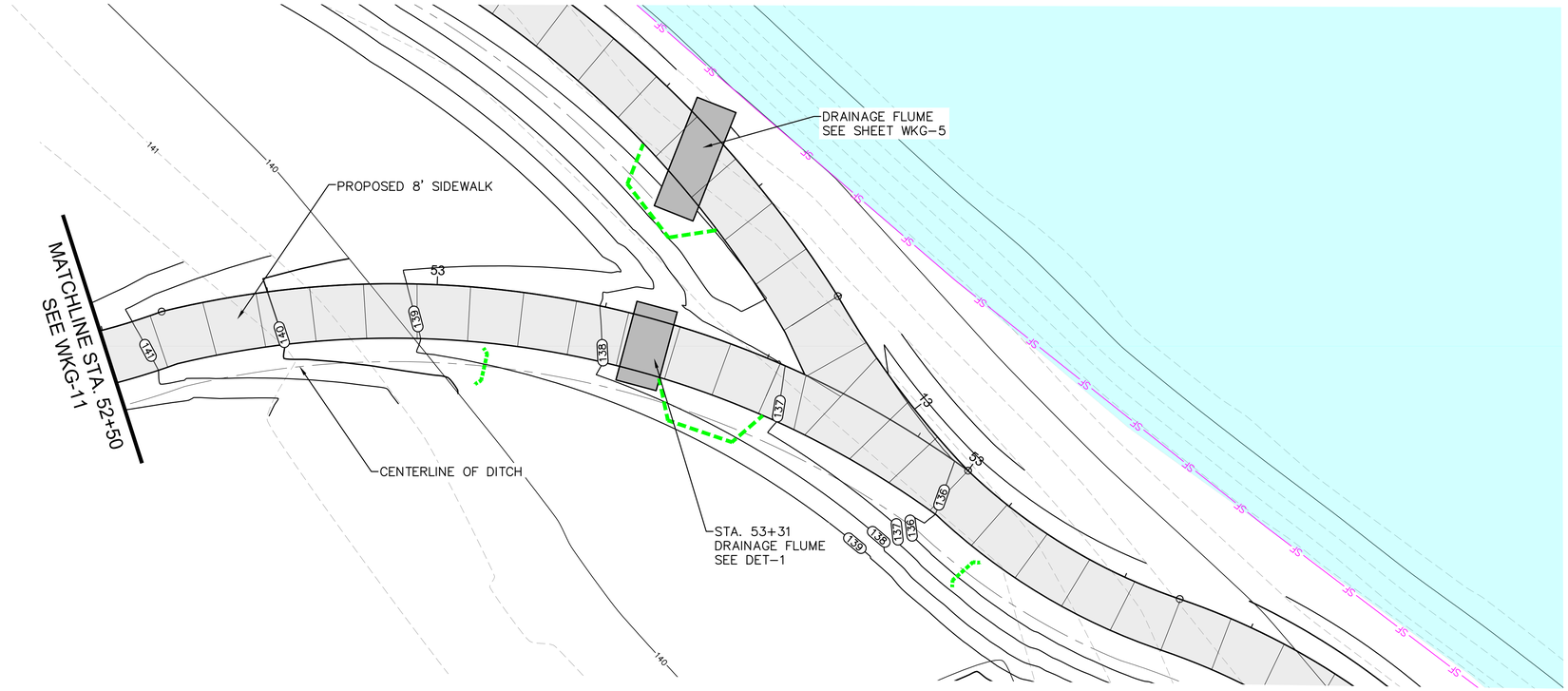
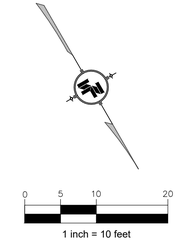
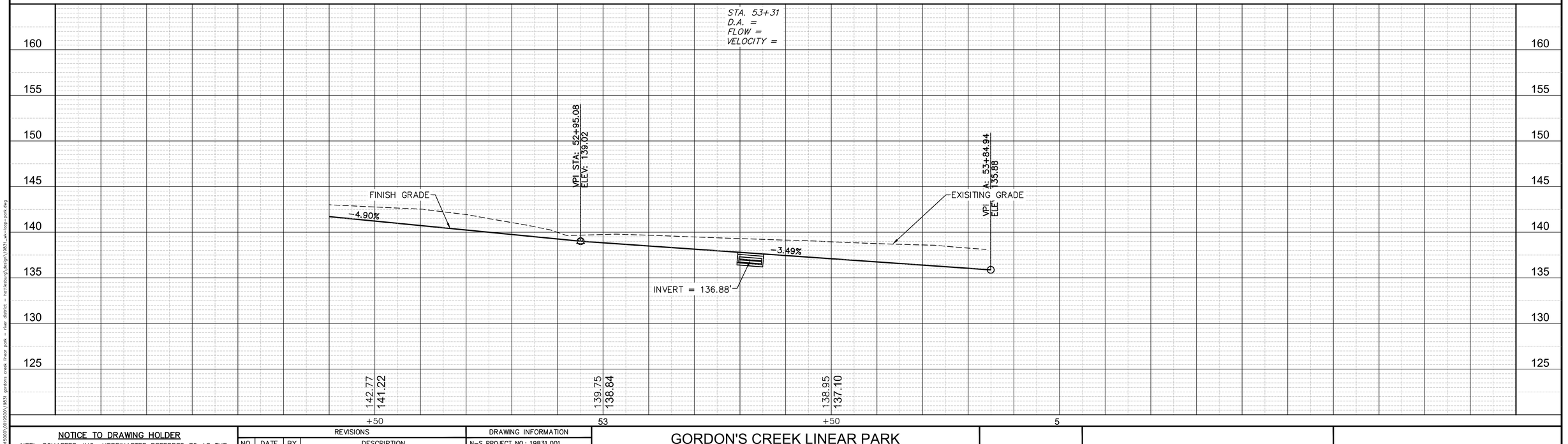




EROSION CONTROL LEGEND

SF — SILT FENCE

12" WATTLE



NOTICE TO DRAWING HOLDER

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GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER

PLAN AND PROFILE
STA. 52+50 TO STA. 53+84

WORKING NUMBER:	DRAWING NUMBER:
WKG-12	19

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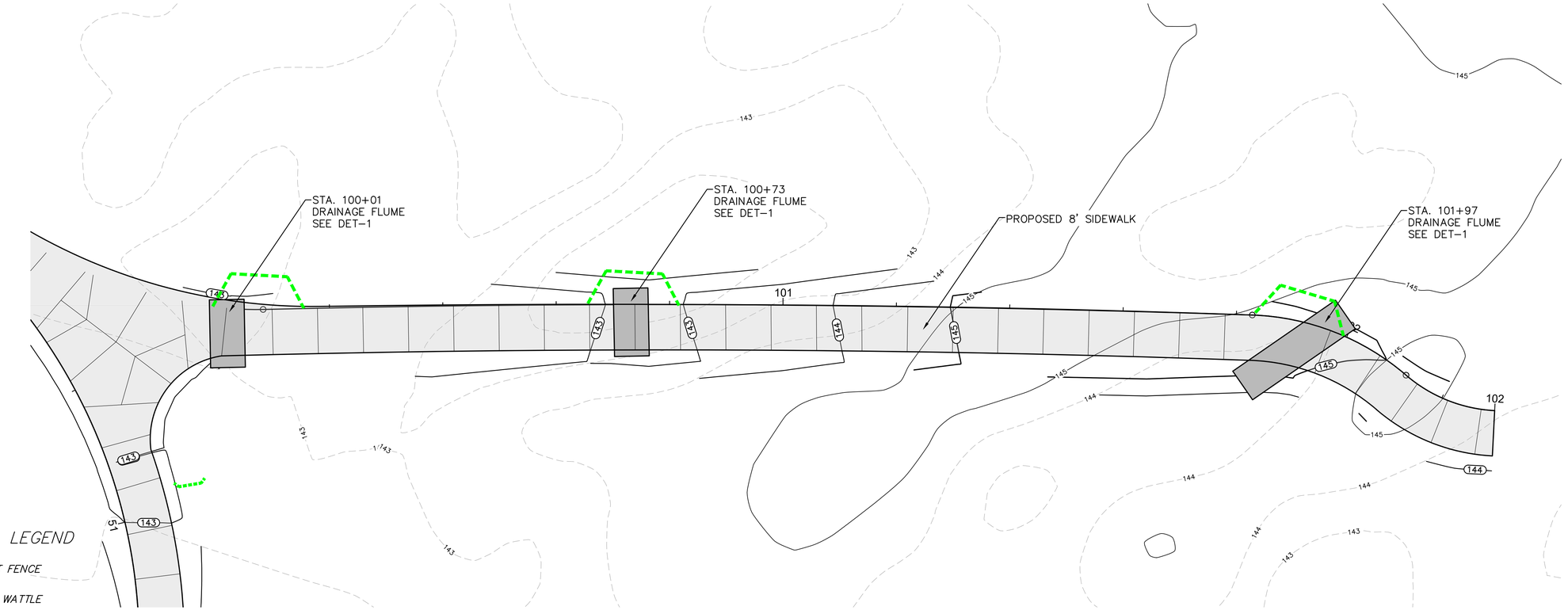
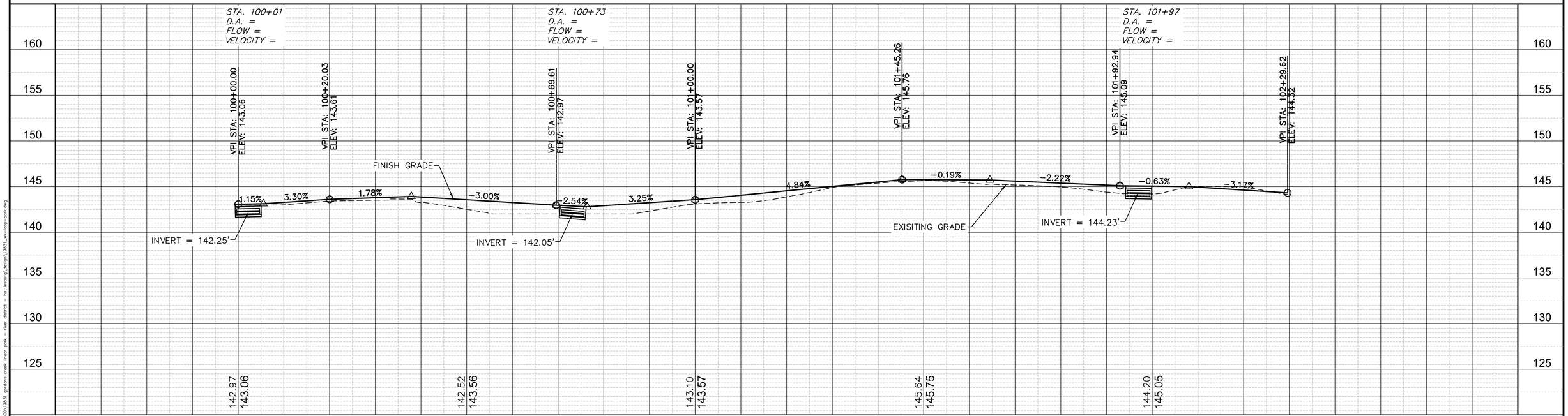


EROSION CONTROL LEGEND

SF — SILT FENCE

12" WATTLE



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GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER

PLAN AND PROFILE
STA. 100+00 TO STA. 102+29

WORKING NUMBER:	DRAWING NUMBER:
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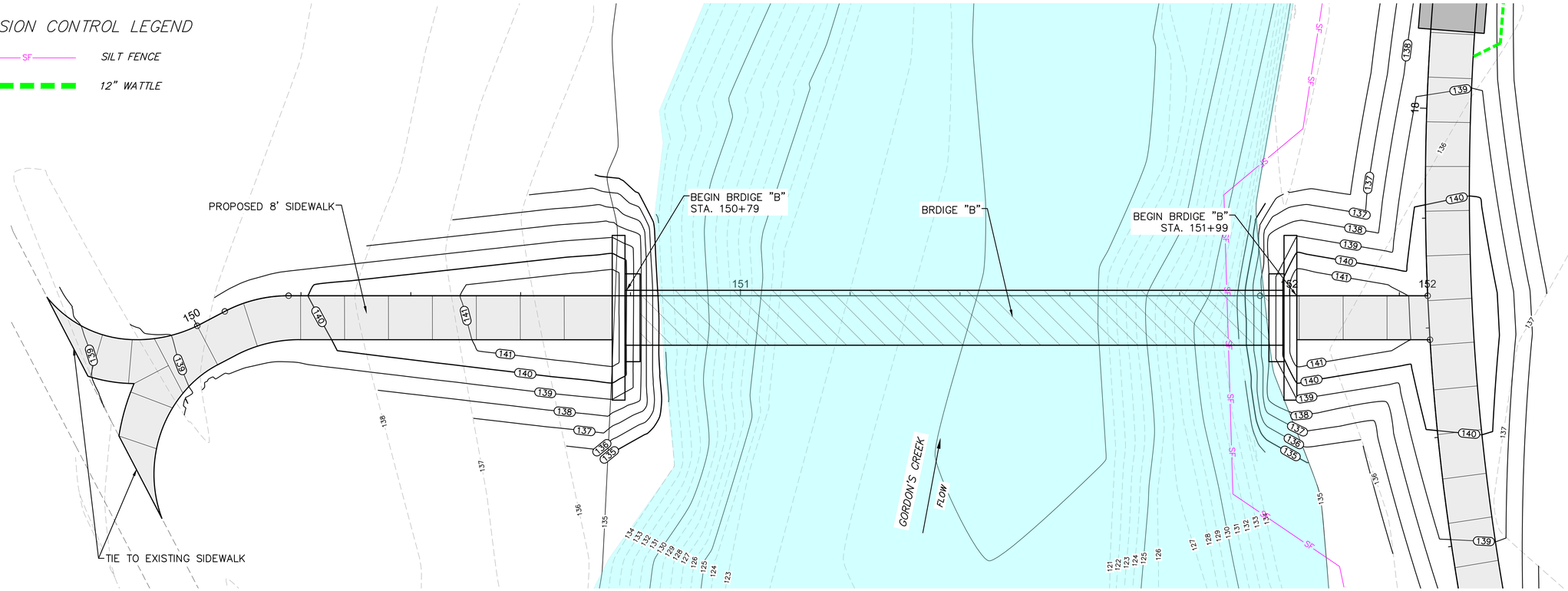
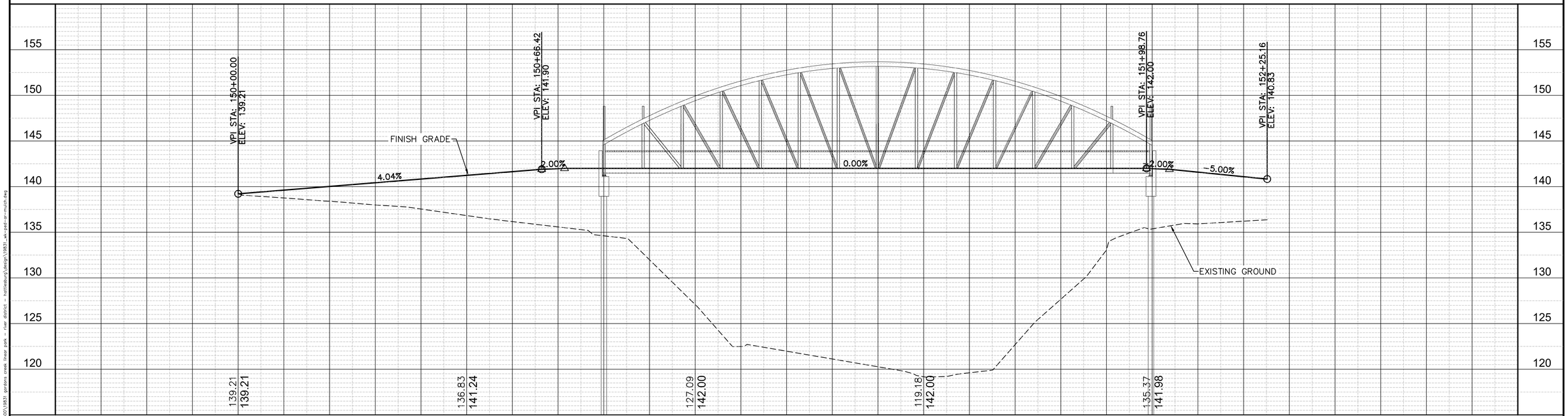
EROSION CONTROL LEGEND

SF — SILT FENCE

12" WATTLE





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REVISIONS			
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DRAWING INFORMATION	
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DRWN: HMR	DATE: 07/02/2026
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GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER

PLAN AND PROFILE
STA. 150+00 TO STA. 152+25

WORKING NUMBER:	DRAWING NUMBER:
WKG-14	21

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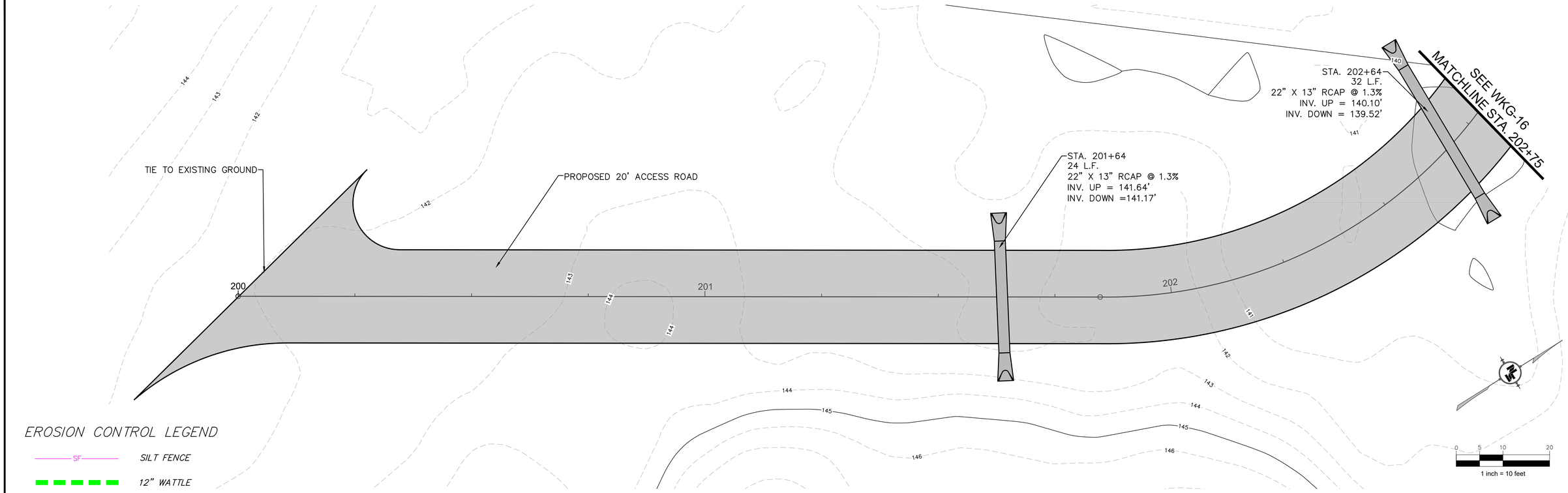

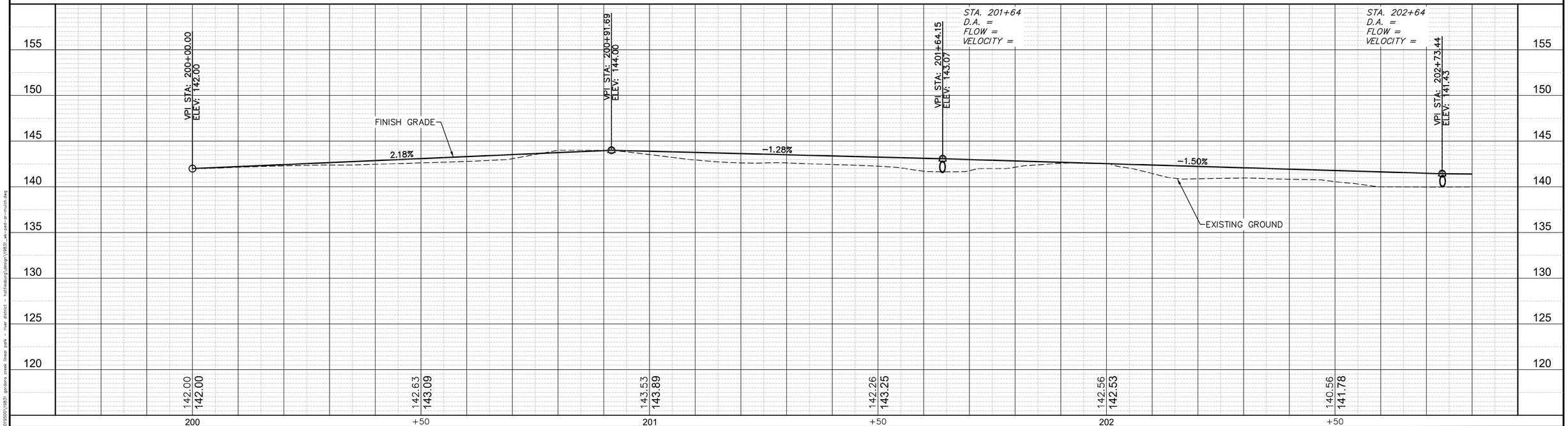

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GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER

PLAN AND PROFILE
STA. 200+00 TO STA. 202+75

WORKING NUMBER: WKG-15

DRAWING NUMBER: 22

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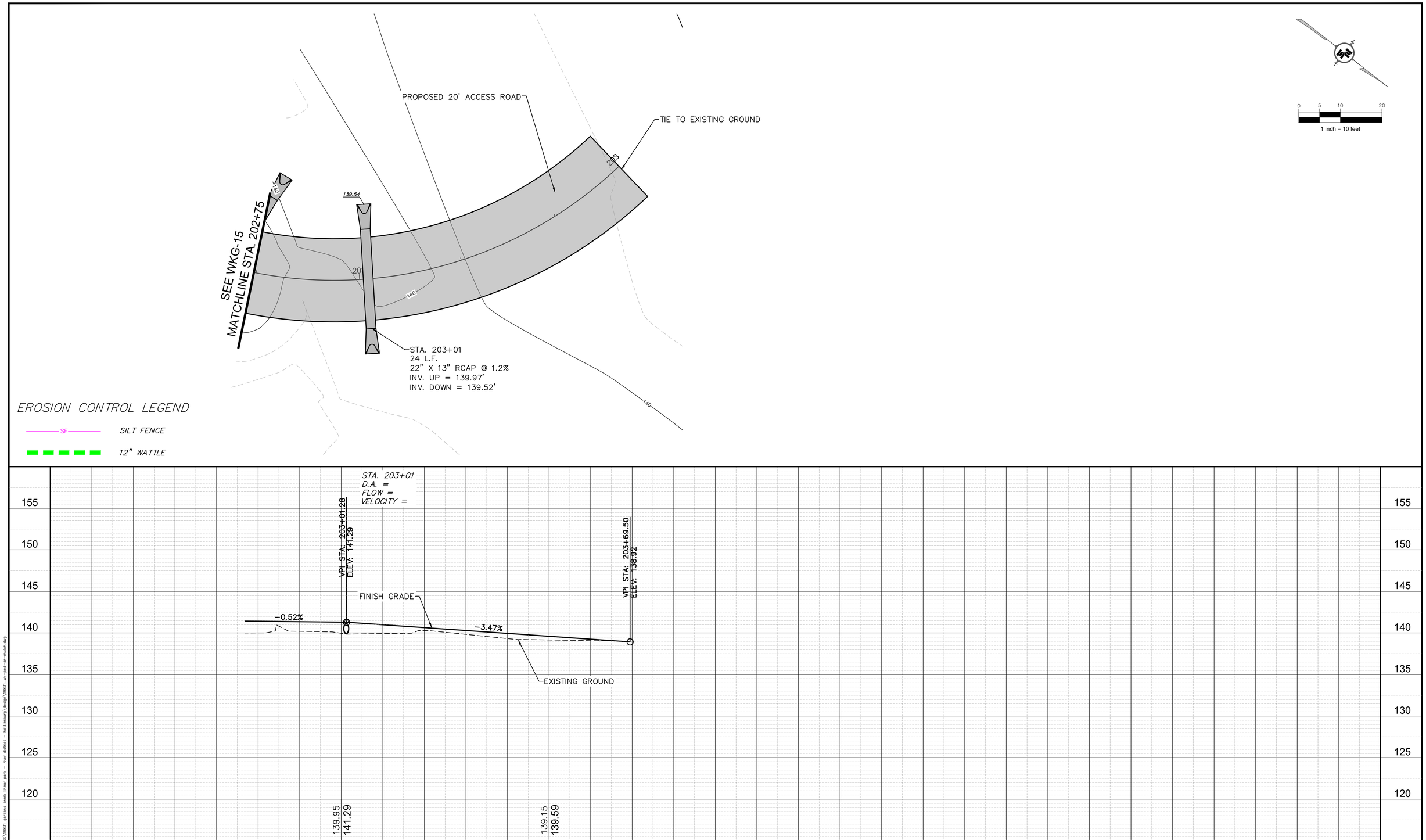

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GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER

PLAN AND PROFILE
STA. 202+75 TO 203+69

WORKING NUMBER: WKG-16

DRAWING NUMBER: 23

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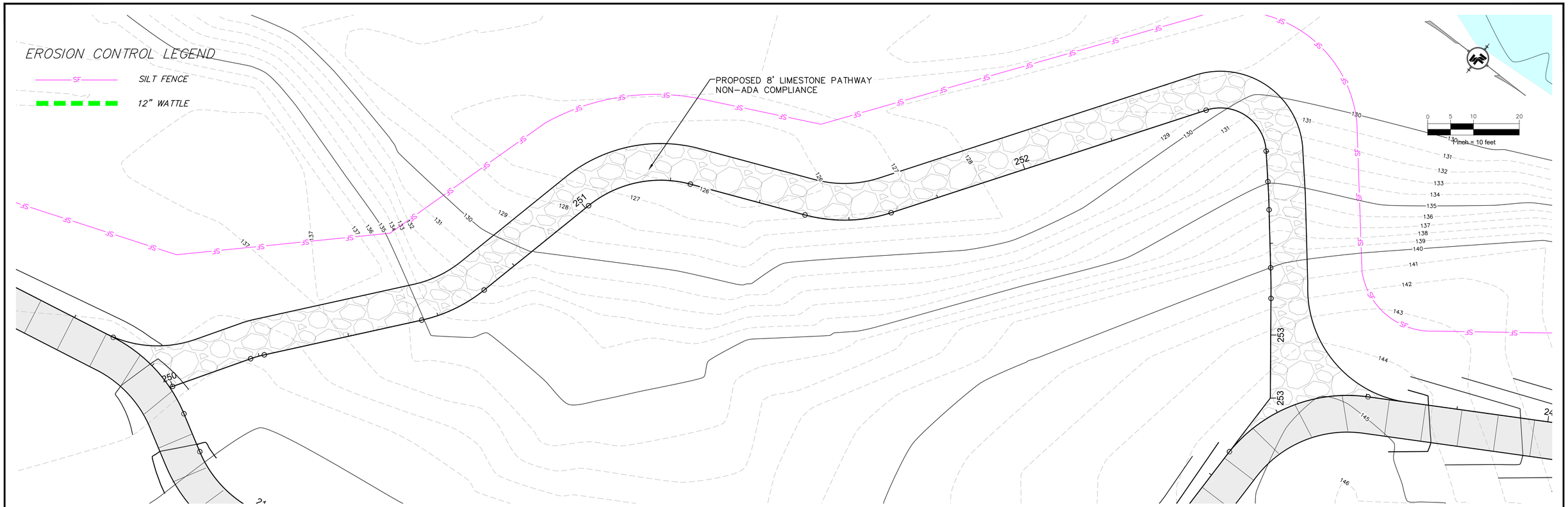

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GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER

PLAN AND PROFILE
STA. 250+00 TO STA. 253+13

WORKING NUMBER: WKG-17

DRAWING NUMBER: 24

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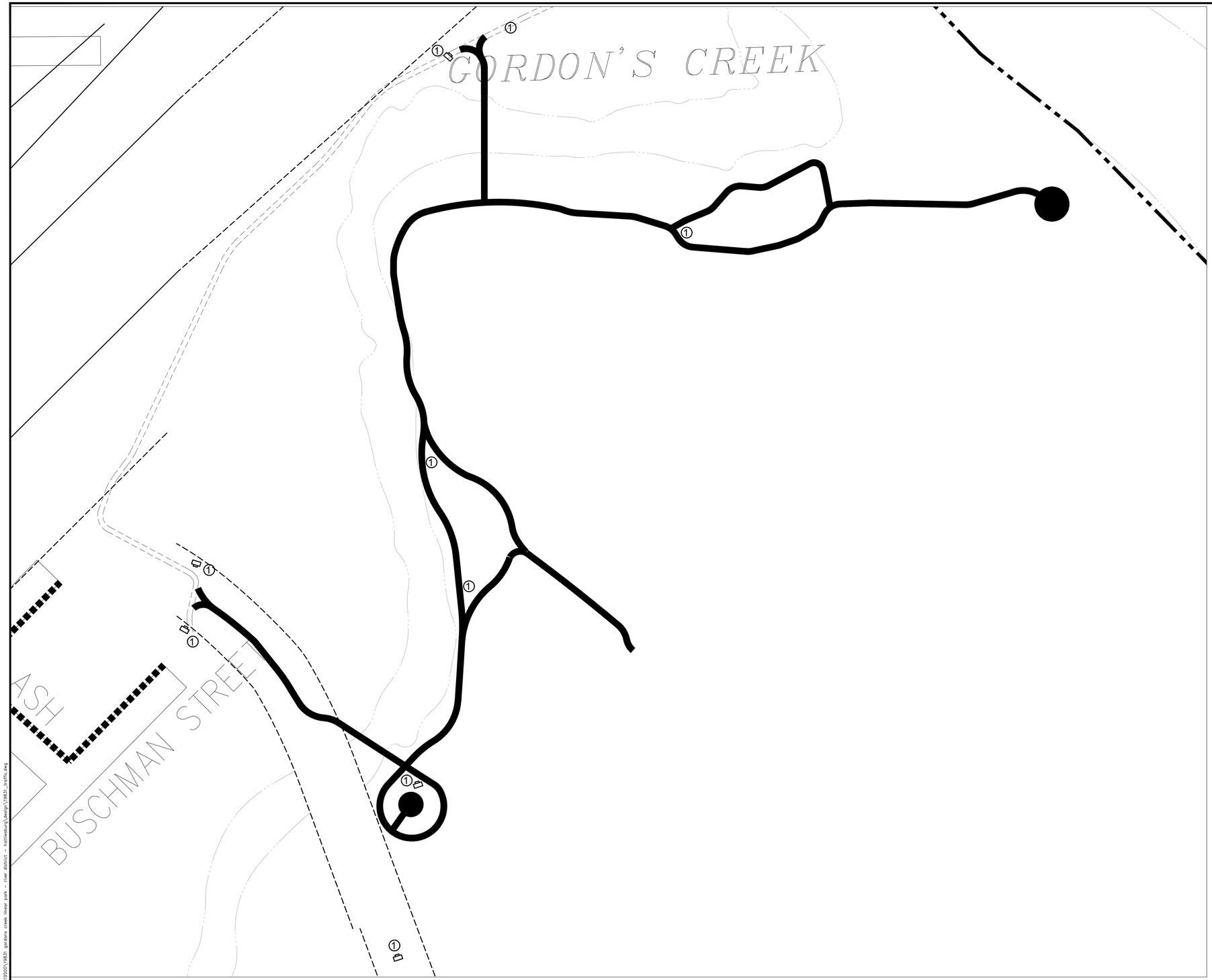

LEGEND

1 SIDEWALK CLOSED

WORK ZONE SIGN

NOTES:

1. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.

2. CONTRACTOR TO MAINTAIN ACCESS TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION.

3. THE LOCATION AND SPACING OF SIGNS ARE APPROXIMATE AND MAY BE ADJUSTED AS NECESSARY TO FIT FIELD CONDITIONS.

4. FLUORESCENT ORANGE SHEETING SHALL BE BE USED ON ALL CONSTRUCTION AND TRAFFIC CONTROL SIGNS EXCEPT FOR THOSE DESIGNATED IN THE PLANS TO BE BLACK LEGEND AND BORDER ON WHITE BACKGROUND.

5. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).

6. SEE SHEET TCP-2 FOR ADDITIONAL TRAFFIC CONTROL REQUIREMENTS.

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GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

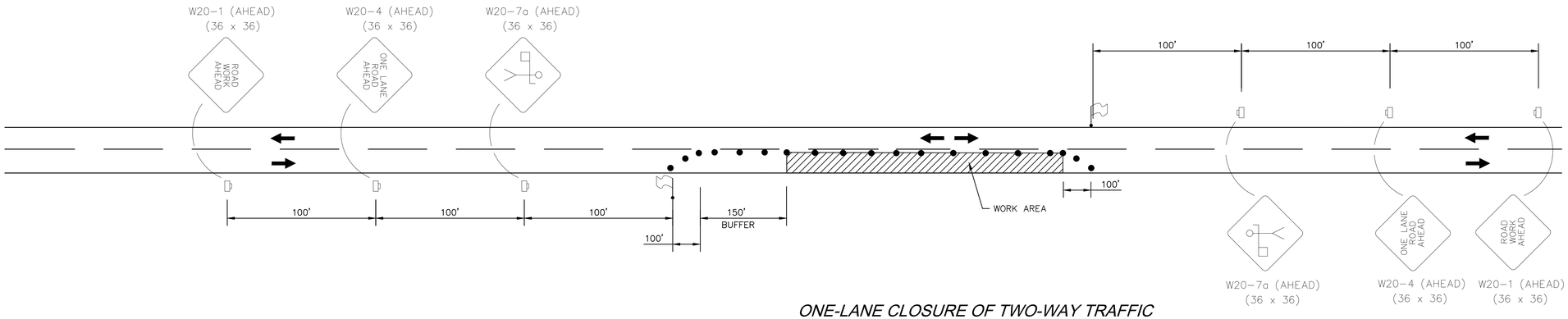
CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER

TRAFFIC CONTROL PLAN

WORKING NUMBER: TC-1

DRAWING NUMBER: 25



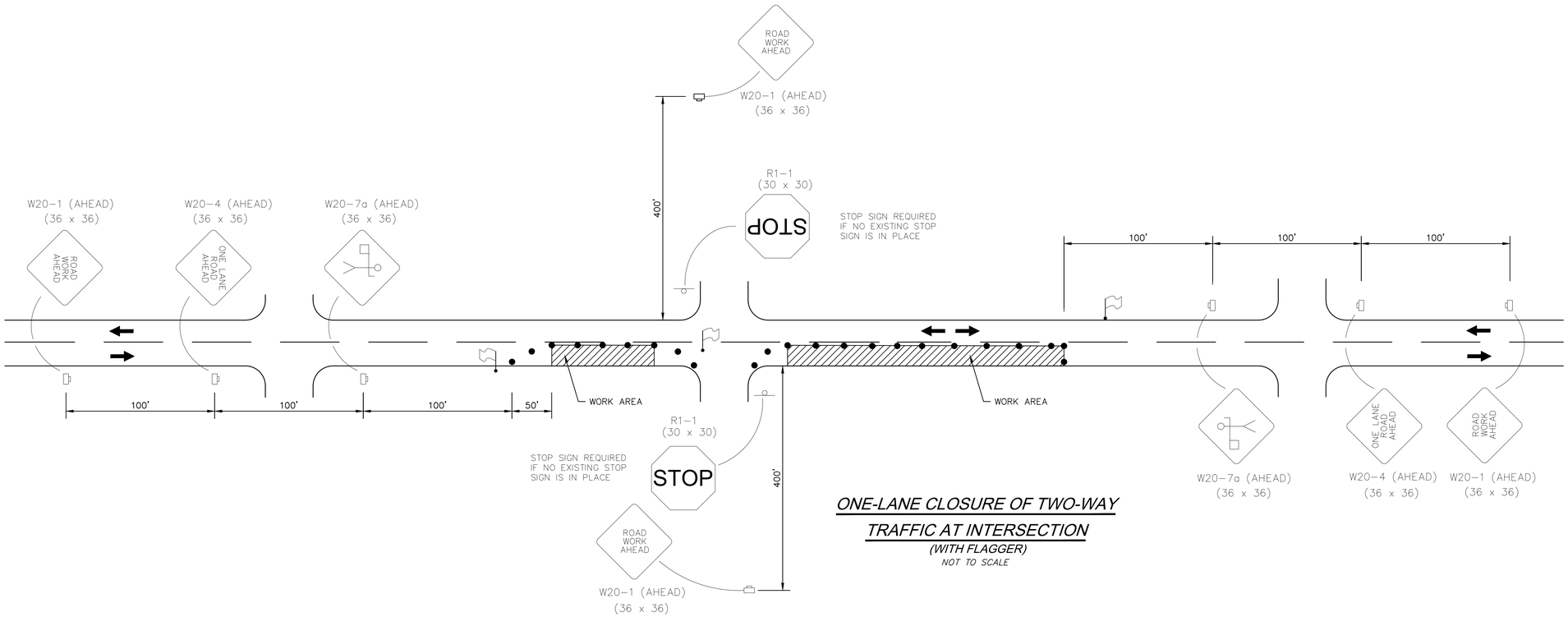
ONE-LANE CLOSURE OF TWO-WAY TRAFFIC

(WITH FLAGGER)

NOT TO SCALE

SYMBOLS

- WORK AREA
- TRAFFIC CONTROL SIGN
- WORK ZONE SIGN
- STOP SIGN
- TRAFFIC CONE OR REFLECTIVE PLASTIC DRUM
- LOCATION OF FLAGGER



ONE-LANE CLOSURE OF TWO-WAY TRAFFIC AT INTERSECTION

(WITH FLAGGER)

NOT TO SCALE

GENERAL NOTES:

1. CONTRACTOR SHALL SET UP ALL TRAFFIC CONTROL DEVICES AND SIGNS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK.
2. WORK OPERATIONS SHALL BE CONFINED TO ONE TRAVEL LANE, LEAVING THE OPPOSING TRAVEL LANE OPEN TO TRAFFIC.
3. ALL VEHICLES, EQUIPMENT, WORKERS (EXCEPT FLAGGERS) AND THEIR ACTIVITIES ARE RESTRICTED AT ALL TIMES TO ONE SIDE OF THE ROADWAY.
4. FLAGGERS SHALL BE IN SIGHT OF EACH OTHER OR IN DIRECT COMMUNICATION AT ALL TIMES.
5. THE CONTRACTOR SHALL PROVIDE ACCESS (INGRESS AND EGRESS) TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR IS REQUIRED TO NOTIFY BUSINESSES AND HOMEOWNERS 48 HOURS IN ADVANCE OF ACCESS RESTRICTIONS.
6. CHANNELIZING DEVICES SHALL BE A MINIMUM HEIGHT OF 24".
7. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 36" X 36".
8. SPACING OF CHANNELIZING DEVICES ALONG LANE LINE AND WORK ZONE TO BE EQUAL TO THE POSTED SPEED (M.P.H.) X 1 IN FEET. (EXAMPLE 35 M.P.H. X 1 = 35')
9. WHEN THERE IS NO EXISTING HAZARD OR AT THE END OF THE WORK DAY, ALL SIGNS SHALL BE COVERED OR REMOVED AND ALL CHANNELIZING DEVICES SHALL BE MOVED TO THE SHOULDER EDGE.
10. WHEN THE WORK ZONE IS STATIONARY, THE W20-7a SIGN SHOULD BE PLACED 200 FEET IN ADVANCE OF THE FLAGGER AND SHOULD INDICATE 200' AS THE DISTANCE.
11. ARROWS DENOTE DIRECTION OF TRAFFIC ONLY AND DO NOT REFLECT PAVEMENT MARKINGS.
12. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT.
13. DISTANCES BETWEEN SIGNS ARE APPROXIMATE. SIGN SPACING SHOULD BE ADJUSTED FOR CURVES, HILLS, INTERSECTIONS, DRIVEWAYS, ETC., TO IMPROVE VISIBILITY.
14. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THROUGH AND LOCAL TRAFFIC IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).

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GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER

TRAFFIC CONTROL DETIALS
ONE LANE CLOSURE
(2 LANE ROAD)

WORKING NUMBER:	DRAWING NUMBER:
TC-2	26

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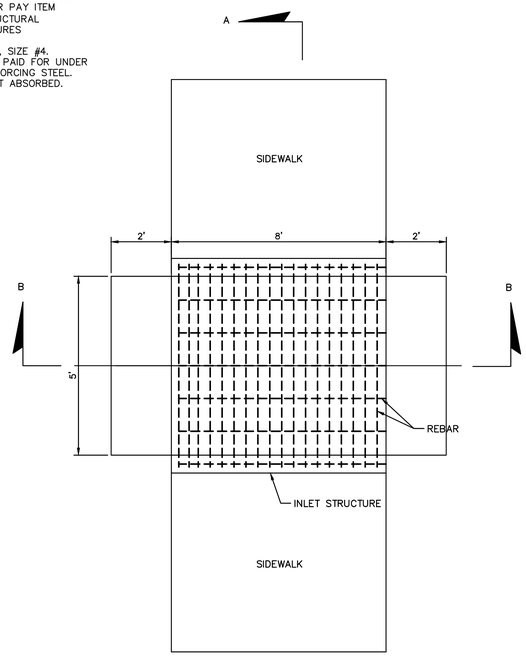
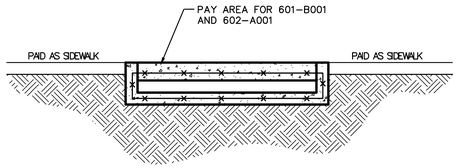
NOTES:

1. CONCRETE FOR DRAINAGE STRUCTURE SHALL BE CLASS B CONCRETE. DRAINAGE SHALL BE PAID FOR UNDER PAY ITEM 601-B001 CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES

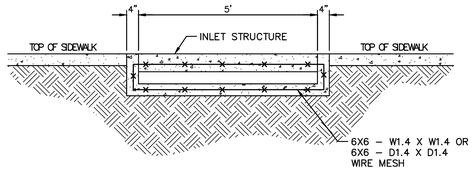
2. REBAR SHALL BE 60KSI, SIZE #4. REINFORCING STEEL SHALL PAID FOR UNDER PAY ITEM 602-A001 REINFORCING STEEL. WIRE MESH SHALL BE COST ABSORBED.



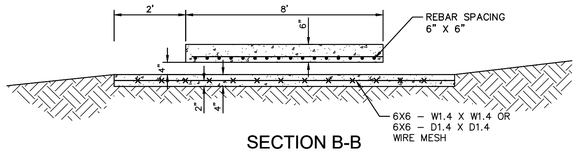
DRAINAGE STRUCTURE DETAIL
NOT TO SCALE



PAY LIMITS
NOT TO SCALE



SECTION A-A
NOT TO SCALE



SECTION B-B
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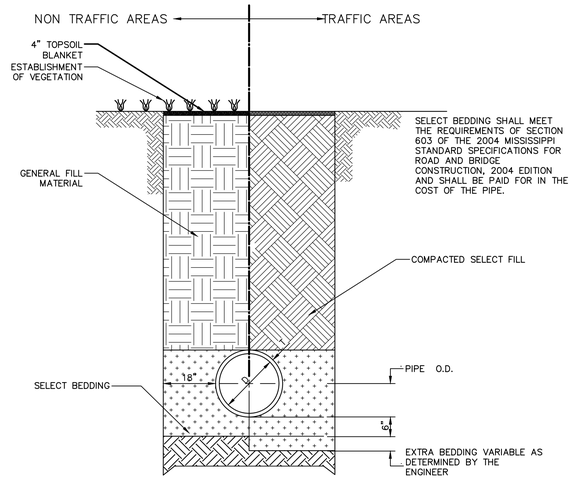
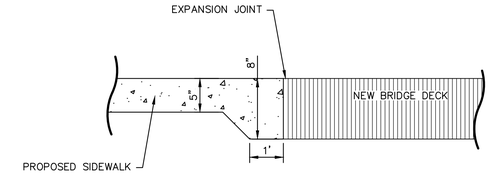
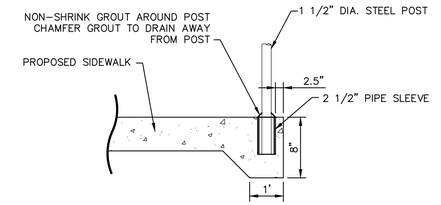


TYPICAL TRENCH DETAILS FOR PIPE
NOT TO SCALE

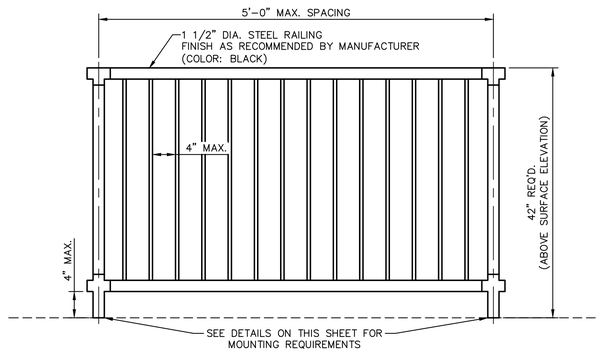


THICKENED EDGE AT BRIDGE STRUCTURE
NOT TO SCALE

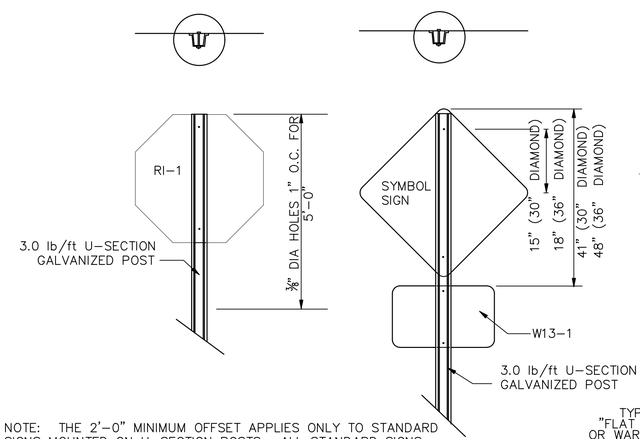
ALL ITEMS SHALL BE INCLUDED IN THE COST OF HANDRAIL, PER PLANS



TYPICAL HANDRAIL MOUNTING DETAILS
NOT TO SCALE

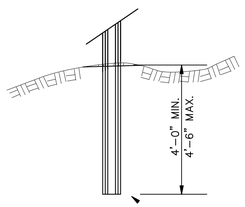


TYPICAL HANDRAIL DETAIL
NOT TO SCALE

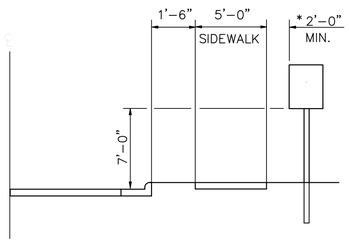


NOTE: THE 2'-0" MINIMUM OFFSET APPLIES ONLY TO STANDARD SIGNS MOUNTED ON U-SECTION POSTS. ALL STANDARD SIGNS MOUNTED ON PIPE WILL BE OFFSET A MINIMUM OF 4'-0".

TYPICAL ASSEMBLY OF "FLAT TOPPED" REGULATORY OR WARNING SIGN MOUNTED ON A SINGLE U-SECTION POST



FOOTING DETAIL FOR U-SECTION POSTS
NOT TO SCALE



TYPICAL INSTALLATION ALONG ROADWAY WITH SIDEWALK
NOT TO SCALE

NOTICE TO DRAWING HOLDER

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

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N-S PROJECT NO.: 19831.001	
FILENAME: 19831_DET.dwg	
SCALE: 1" = XX'	
SURVEYED BY:	
DSGN: DBG	DATE: 05/01/2026
DRWN: HMR	DATE: 07/02/2026
CHKD: SWB	DATE: 07/02/2026
QA/QC:	DATE:

GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

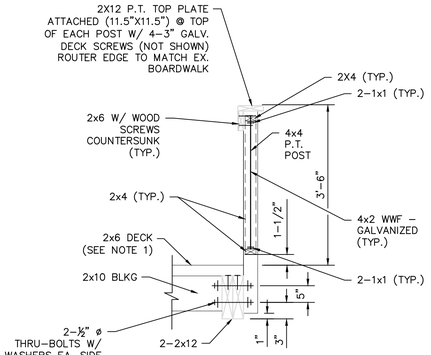
CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER

CONSTRUCTION DETAILS

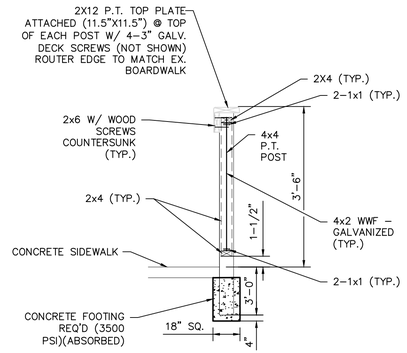
WORKING NUMBER:	DRAWING NUMBER:
DET-1	27

6/29/2026 4:38 PM, J:\projects\05100\05100\05100\19831 gordons creek linear park - river district - hattiesburg\design\19831_det.dwg



NOTE:
1. TWO ¼"X3" WOOD SCREWS @ EA. END, ONE @ EA. 2X12.
2. BOARDWALK HANDRAIL TO MATCH EX. BOARDWALK
3. SEE WKG NO. S-3 FOR ADDITIONAL DETAILS

TYPICAL HANDRAIL SECTION
NOT TO SCALE



NOTE:
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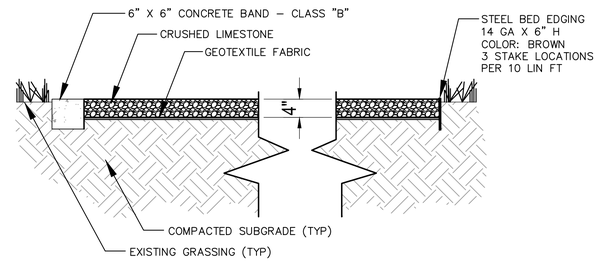
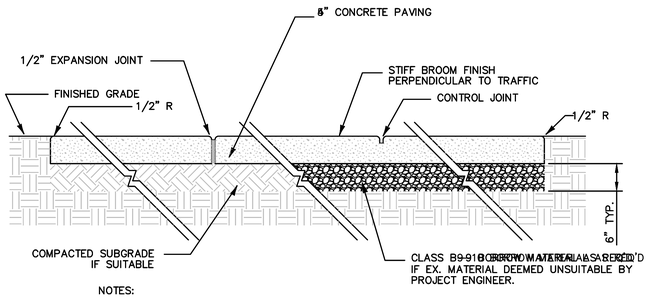
2. HANDRAIL TO MATCH EX. BOARDWALK
3. SEE WKG NO. S-3 FOR ADDITIONAL DETAILS

TYPICAL HANDRAIL - SIDEWALK
NOT TO SCALE



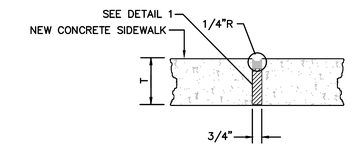
DETAIL X CRUSHED LIMESTONE PATH
NOT TO SCALE



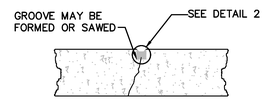
NOTES:
1. 1/2" EXPANSION JOINT CONFORMING TO ASTM D1751. TOP OF JOINT SHALL BE SEALED w/ 1/2 " TAR MODIFIED URETHANE SEALANT. PLACE EXPANSION JOINT AS SHOWN IN THE TABLE ABOVE.
2. HAND TOOLED CONTROL JOINTS W/ 1/2" RADIUS AS SHOWN ABOVE
3. ALL SUBGRADE SOILS FOR SIDEWALK SHALL BE COMPACTED TO 95% STANDARD PROCTOR MAXIMUM DRY DENSITY.

JOINT SPACING		
SIDEWALK WIDTH	CONTROL JOINT	EXPANSION JOINT
10	8	40
8	8	40
6	8	40
VAR	PER ENGINEER	

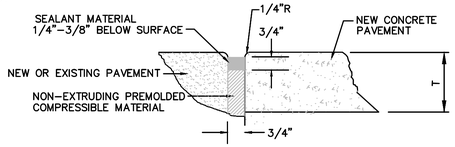
TYPICAL SIDEWALK DETAIL
NOT TO SCALE



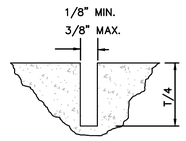
TYPE "B" - EXPANSION JOINT
NOT TO SCALE



TYPE "A" - CONTROL JOINT
NOT TO SCALE



DETAIL 1 - EXPANSION JOINTS
NOT TO SCALE



DETAIL 2 - CONTROL JOIN
NOT TO SCALE

NOTICE TO DRAWING HOLDER

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GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER

CONSTRUCTION DETAILS

WORKING NUMBER: DET-2

DRAWING NUMBER: 28

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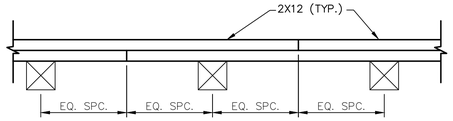
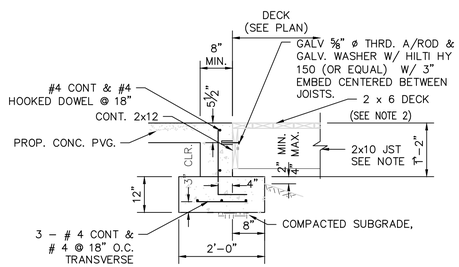
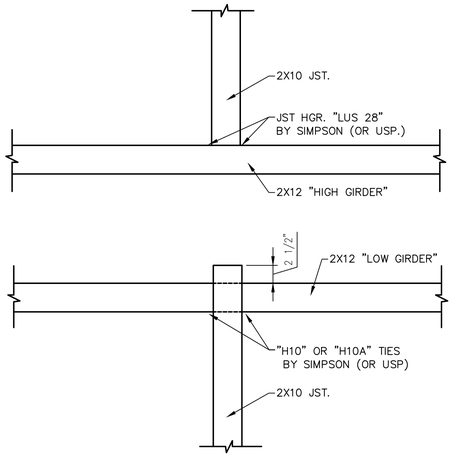


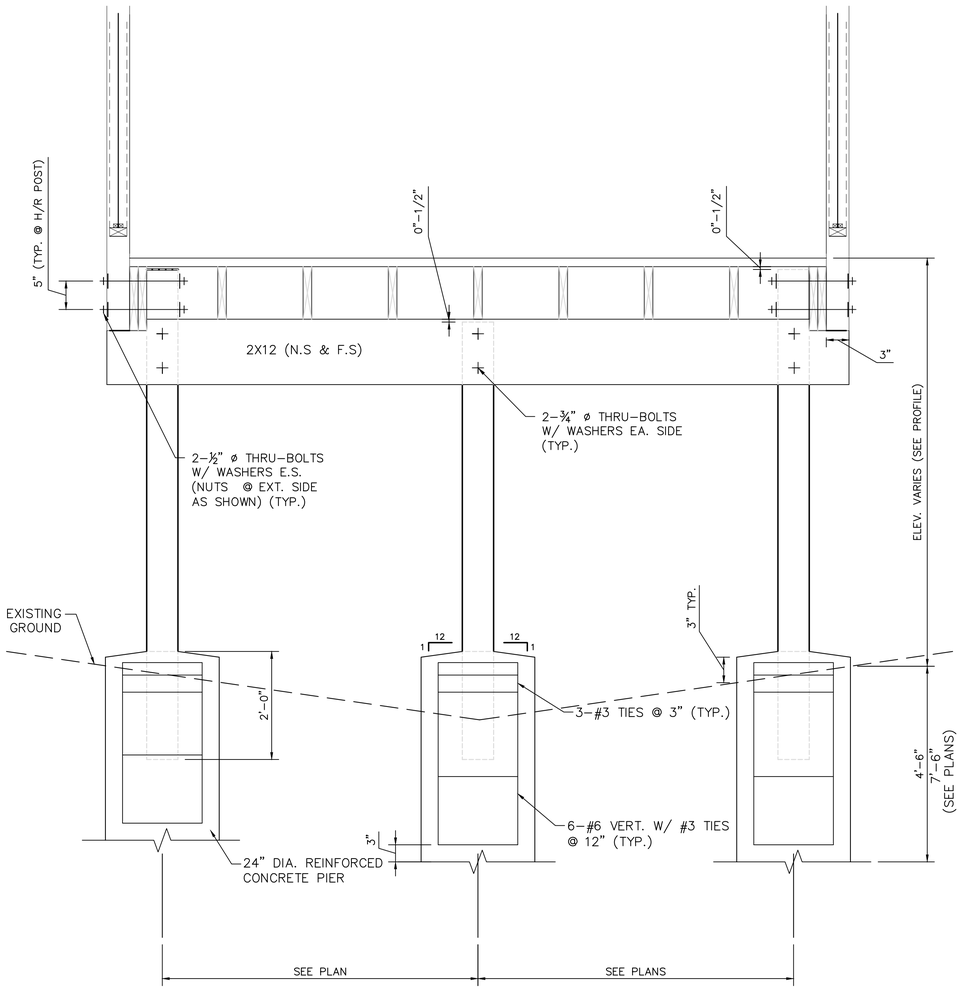
TYPICAL SPLICE DETAIL
NOT TO SCALE



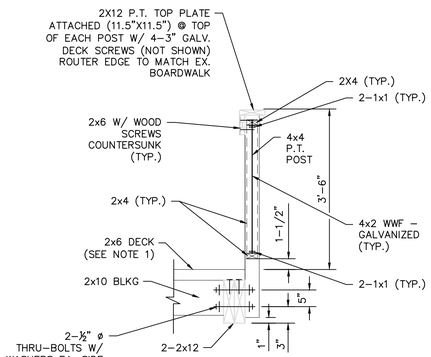
NOTES:
1. INSTALL "LUS 28" (@ 2x10) & "HUS 210–2" (@ 2–2X12) BY SIMPSON (OR EQUIV.) W/ MAX FASTENERS RECOMMENDED BY MFR.
2. PROVIDE ¼" SPACE B/W PLANKS.

ABUTMENT DETAIL
NOT TO SCALE





TYPICAL SECTION
NOT TO SCALE



NOTE:
1. TWO ¼"X3" WOOD SCREWS @ EA. END, ONE @ EA. 2X12.
2. BOARDWALK HANDRAIL TO MATCH EX. BOARDWALK
3. SEE WKG NO. S–3 FOR ADDITIONAL DETAILS

TYPICAL HANDRAIL SECTION
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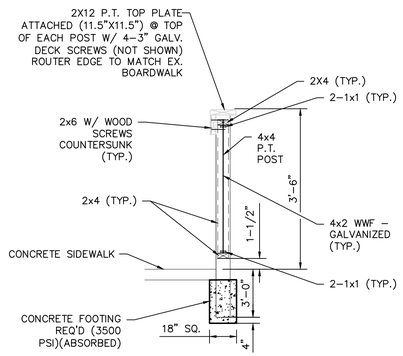

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TYPICAL HANDRAIL - SIDEWALK
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GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

NEEL–SCHAFFER

BOARDWALK DETAILS

WORKING NUMBER:	DRAWING NUMBER:
DET-3	29

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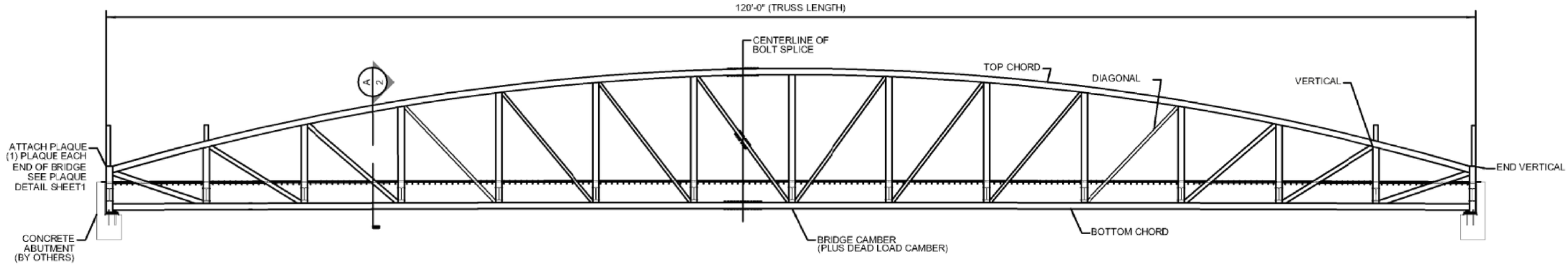
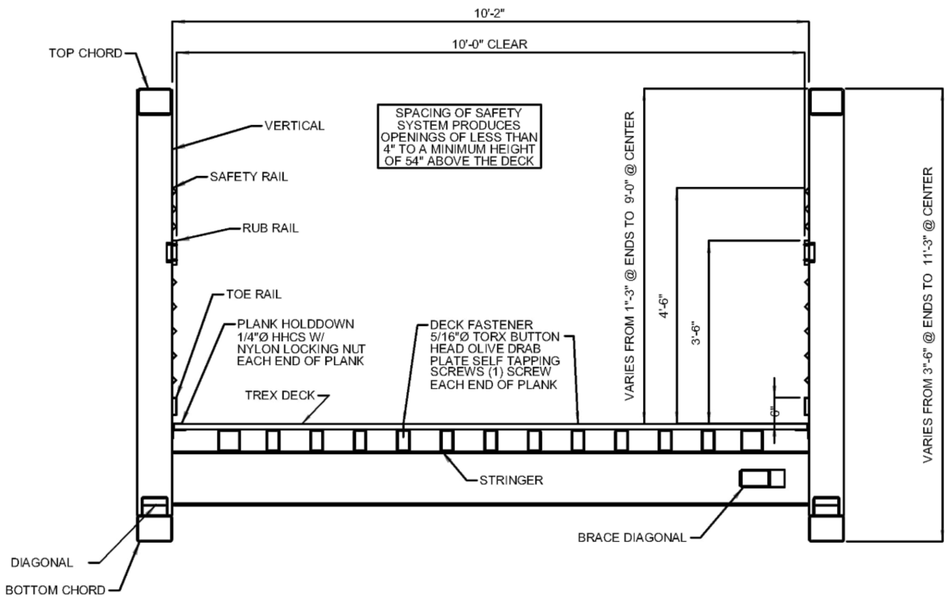


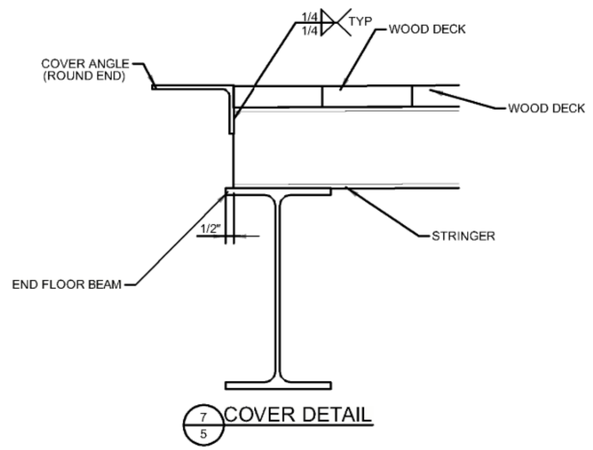
BRIDGE ELEVATION

GENERAL NOTES

1. DESIGN PROCEDURE IS IN ACCORDANCE WITH "GUIDE SPCIFICATIONS FOR DESIGN OF PEDESTRIAN BRIDGES", 2009 (INCLUDING 2015 INTERIM REVISIONS) & "LFD BRIDGE DESIGN SPECIFICATIONS", 2020 (8TH EDITION) BY THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO).
2. MATERIALS (UNLESS NOTED OTHERWISE):
   a. STRUCTURAL STEEL:
      i. HSS SECTIONS: ASTM A847 WEATHERING STEEL
      ii. SHAPES & PLATES: ASTM A588 WEATHERING STEEL
      iii. ROLL FORM: A606 WEATHERING STEEL
   b. STRUCTURAL BOLTS: ASTM F3125 GRADE A325 U.NO. TYPE 3 (WEATHERING) WITH MATCHING DH3 A563 NUTS & F436 WASHERS.
   c. RUB RAIL: NATURALLY DURABLE IPE (TABEBUIA SP LAPACHO GROUP), FEQ GRADE.
   d. COMPOSITE DECK: BRIDGE DECKING TO BE 2 x 6 NMINAL TREX TRANSCEND DECKING. COLOR TO BE HAVANA GOLD (BROWN) OR ISLAND MIST (GRAY).
3. BRIDGE DESIGN IS BASED ON LOAD COMBINATIONS IN ACORDANCE WITH AASHTO OF THE FOLLOWING LOADS
   a. BRIDGE DEAD LOAD.
   b. UNIFORM PEDESTRIAN LIVE LOAD OF 90 PSF.
   c. VEHICLE LIVE LOAD: H5 TRUCK (10,000 LBS).
   d. WIND LOADING PER LRFD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES, AND TRAFFIC SIGNALS, 1ST EDITION,;015 SECTION 3.8.
      i. DESIGN WIND SPEED: 160 MPH
      ii. SERVICE WIND SPEED: 90 MPH
      iii. EXPOSURE CATEGORY: C
4. BRIDGE TO BE BUILT TO THE REQUIREMENTS OF AWS D1.1.
5. ALL SHOP WELDING SHALL USE THE GAS METAL ARC WELING OR FLUX CORED ARC WELDING PROCESS.
6. FIN.SH: ALL EXPOSED SURFACES OF WEATHERING STEEI'O BE CLEANED IN ACCORDANCE WITH STEEL STRUCTURES PAINTING COUNCIL SURFACE PREPARATIOISPECIFICATIONS NO. 7, SSPC-SP7 BRUSH-OFF BLAST CLEANING. EXPOSED SURFACES OF STEEL SHALL E DEFINED AS THOSE SURFACES SEEN FROM THE DECK OR FROM THE OUTSIDE OF THE STRUCTURE. FOOR BEAMS, BRACE DIAGONALS AND INSIDE OF DECK SUPPORT WILL NOT BE BLAST CLEANED.
7. ALL BOLTED CONNECTIONS ARE CONSIDERED TO BE PREENSIONED OR SLIP-CRITICAL CONNECTIONS. ALL BOLTS ARE TO BE PRETENSIONED PER THE REQUIREMENS OF SECTION 8.2 OF THE SPECIFICATION FOR STRUCTURAL JOINTS USING HIGH-STRENGTH BOLTS BY RCSC.
8. ALL STRUCTURAL BOLTS, NUTS AND WASHERS SHALL BE URNISHED IN THE AMOUNT OF 3% OR QUANTITY OF 10 (WHICHEVER IS GREATER) IN EXCESS OF THE NUMER REQUIRED FOR EACH SIZE AND LENGTH.
9. IF BOLTS DO NOT SMOOTHLY ENGAGE UP TO SNUG-TIGHTHERE MAY BE AN OBSTRUCTION WITHIN THE THREADS. THE BOLTS SHOULD BE REMOVED, THE THREAS ON THE BOLT AND NUT CLEANED AND RETAPPED IF NECESSARY TO ALLOW SMOOTH INSTALLATDN OF THE BOLT. (IF APPLICABLE).
10. MAINTENANCE NOTE: CONTECH ENGINEERED SOLUTIONS ECOMMENDS NOT APPLYING DE-ICEING OR DUST PROHIBITIVE CHEMICALS OR SALTS TO ANY PART OTHE BRIDGE STRUCTURE. IF DE-ICING OR DUST PROHIBITIVE CHEMICALS OR SALTS ARE APPLIED TO ANY ART OF THE BRIDGE STRUCTURE, CONTECH ENGINEERED SOLUTIONS WILL NOT BE RESPONSIBLE FORNY RESULTANT ACCELERATED CORROSION.
11. SHOP SPLICES:
   a. ALL TOP AND BOTTOM CHORD SHOP SPLICES TO E COMPLETE PENETRATION TYPE WELDS.
   b. ALL HORIZONTAL RAIL COMPONENT SPLICES TO E LOCATED AT THE CENTERLINE OF VERTICALS, EACH END WELDED TO THE VERTICAL AND SEAL VELDED TOGETHER. SEAL WELDS TO BE GROUND SMOOTH AND VISUAL INSPECTION ONLY REQUIRED.
   c. ALL STRINGER SPLICES TO BE LOCATED OVER TH CENTERLINE OF FLOOR BEAMS, EACH END WELDED TO THE FLOOR BEAM AND SEAL WELDED TOGETHER.



A 2 BRIDGE SECTION



7/5 COVER DETAIL

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				DSGN: JAF	DATE: 6/22/26
				DRWN: JAF	DATE: 6/22/26
				CHKD: N/A	DATE: N/A
				QA/QC: N/A	DATE: N/A

GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

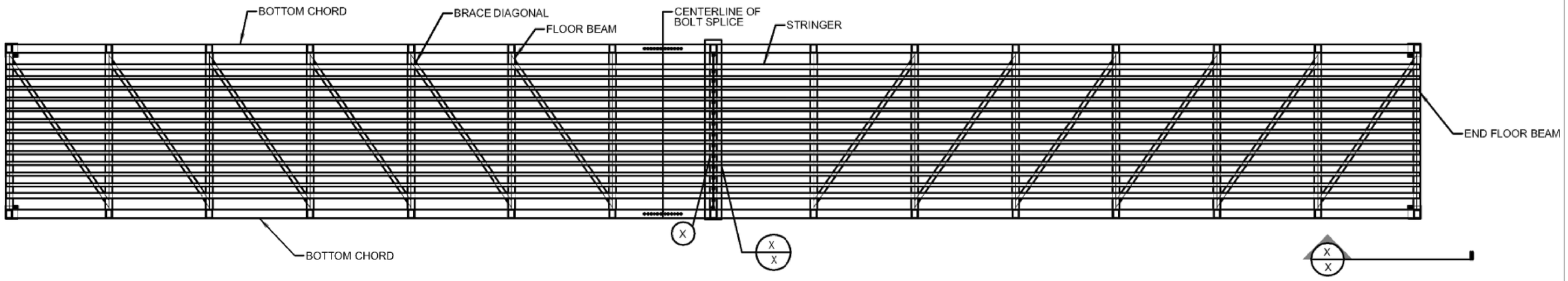
HATTIESBURG, MS
FORREST COUNTY

PRELIMINARY
NOT FOR
CONSTRUCTION

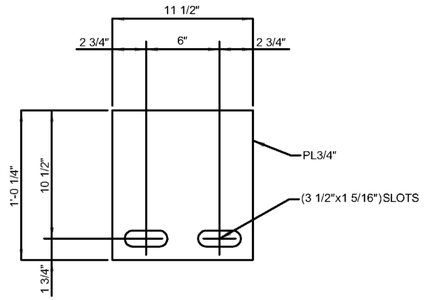
NEEL-SCHAFFER
Solutions you can build upon

BRIDGE DETAILS

WORKING NUMBER:	DRAWING NUMBER:
BD-1	1



BRIDGE PLAN



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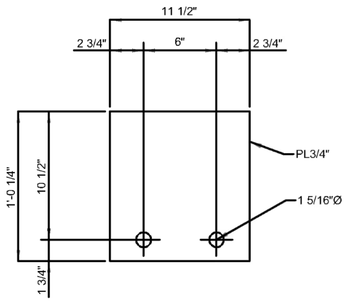
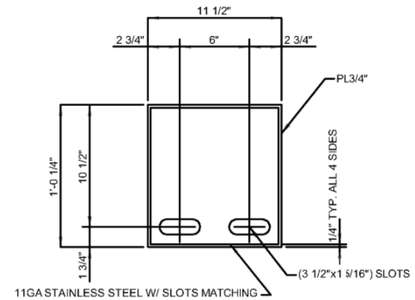


SETTING PLATE
(2) REQUIRED

X/X FIXED BEARING DETAIL



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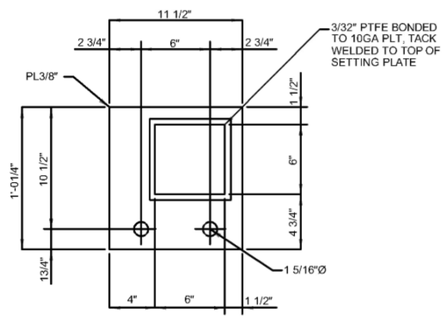
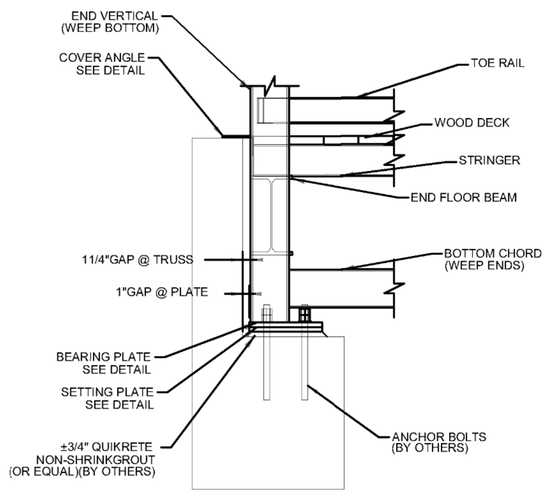


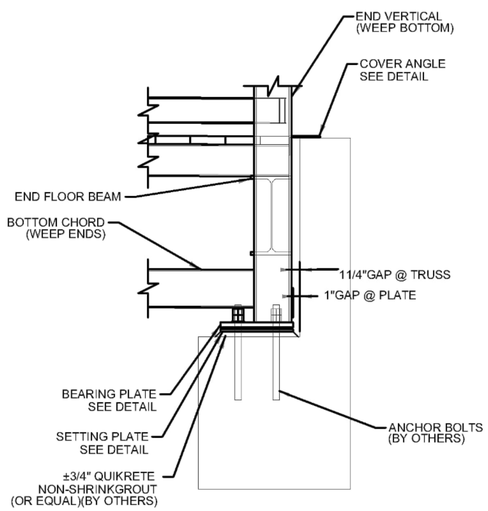
SETTING PLATE
(1) AS SHOWN (1) OPPOSITE

9/5 EXP'N BEARING DETAIL



B/5 BEARING ELEVATION
LOW EXP'N END

ANCHOR NOTE:
BOTTOM NUT FINGER TIGHT, TOP NUT TIGHT AT EXPANSION END ONLY. BOTH NUTS TIGHT AT FIXED END ONLY.



X/X BEARING ELEVATION
LOW EXP'N END

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				FILENAME: N/A	
				SCALE: N/A	
				SURVEYED BY: N/A	
				DSGN: JAF	DATE: 6/22/26
				DRWN: JAF	DATE: 6/22/26
				CHKD: N/A	DATE: N/A
				QA/QC: N/A	DATE: N/A

GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

HATTIESBURG, MS
FORREST COUNTY

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BRIDGE DETAILS

WORKING NUMBER:	DRAWING NUMBER:
BD-2	2

STEEL H-PILE NOTES:

Piling quantities are estimated only and shall not be used to estimate lengths of test piles.
Test piles shall be driven as permanent piles at the location shown in the TEST PILE SCHEDULE and will be paid for as test piles only.
The Engineer may authorize test piles driven outside of structural limits.
Test pile reports shall be submitted to the Engineer and approved prior to ordering permanent pile lengths.
Permanent piles shall be driven to an elevation no higher than the elevation shown in the REQUIRED ULTIMATE BEARING CAPACITY AND MINIMUM TIP ELEVATION SCHEDULE. When feasible, bearing piles shall be driven full length and be spliced only as approved by the Engineer.
When loading tests are required, the maximum test load shall be the required ultimate pile bearing capacity shown in the table.
All piles shall be HP14x73, ASTM A709, Grade 50.
Welding shall be done by the electric arc process. Welders shall be certified and electrodes shall be approved.
Pile lengths shall be provided based on the results of the test piles.
The required ultimate pile bearing shown in the REQUIRED ULTIMATE PILE BEARING CAPACITY AND TIP ELEVATION SCHEDULE includes the LRFD resistance factor shown in the schedule.
The nominal pile driving resistance shall be calculated using the FHWA Gates formula as shown in AASHTO section 10.7.3.8.5 and below:

$$R_{ndr} = 1.75\sqrt{E_d}LOG_{10}(10N_b) - 100$$

Where

R_{ndr} = Nominal driving resistance measured during pile driving (kips)

E_d = Developed hammer energy. This is the kinetic energy in the ram at impact for a given blow. If ram velocity is not measured it may be assumed equal to the potential energy of the ram at the height of the stroke, taken as the ram weight times the actual stroke (ft-lb)

N_b = Number of hammer blows for 1.0" of pile permanent set (blows/in)

GENERAL NOTES:

Specifications; Mississippi Standard Specifications for Road and Bridge Construction, 2017.
No change of plans will be permitted except by written authority of the Engineer. Minor changes in details of design or construction may be authorized in writing by the Engineer provided such changes are not justifiable reasons for contract price adjustments.
All concrete shall be Class "AA".
No payment will be allowed for excavation incidental to the construction of end bents.
All reinforcing steel shall be A.S.T.M. A615 Grade 60, unless otherwise noted.
Bar bending details shall be in accordance with "Guide to Presenting Reinforcing Steel Design Details" (ACI 315R-18).
Reinforcement order lists and required placing plans shall be furnished in accordance with Section 805 of the Mississippi Standard Specifications. Partial submittals are not acceptable.
Concrete surfaces shall receive a class 2 rubbed or spray finish in accordance with the specifications.
The top surface of all concrete decks shall receive a light broom finish.
All exposed concrete edges shall be chamfered ¾" unless noted otherwise.
Work for which no pay items are provided in the proposal will not be paid for directly and compensation therefore will be included in the prices and payments for bid items.

BRIDGE END BENT NOTES:

The end bent details provided in these plans shall be coordinated with the pedestrian bridge design plans and dimensions provided by the Contractor. Prior to construction, the Contractor shall make a submittal to the Engineer for review including but not limited to the proposed end bent locations, top of cap elevations, wall heights, anchor bolt size and location, and proposed reinforcing steel modifications. This submittal shall also include proposed cap and wall modifications to fit existing field conditions and to properly tie in with approach sidewalks on either side of the bridge.

ESTIMATED QUANTITIES

Pay Item No.		221-A001	803-A001	803-D006	907-803-J001	907-804-A002	805-A001	907-809-A003	907-821-A001
Bridge	Item / Location	Concrete Paved Ditch C.Y.	Test Pile Each	HP14x73 Steel Piling L.F.	Pile Restrike Each	Bridge Concrete Class "AA" C.Y.	Reinforcement Lbs.	Retaining Wall System, Mechanically Stabilized S.F.	Prefabricated Pedestrian Bridge Each
A	Spans	--	--	--	--	--	--	--	1
	End Bents	2.09	2	630	2	23.39	3,366.14	318	--
	Bridge Total	2.09	2	630	2	23.39	3,366.14	318	1
B	Spans	--	--	--	--	--	--	--	1
	End Bents	--	2	665	2	23.39	3,366.14	--	--
	Bridge Total	--	2	665	2	23.39	3,366.14	--	1
Project Total		2.09	4	1,295	4	46.78	6,732.28	318	2

TEST PILE SCHEDULE

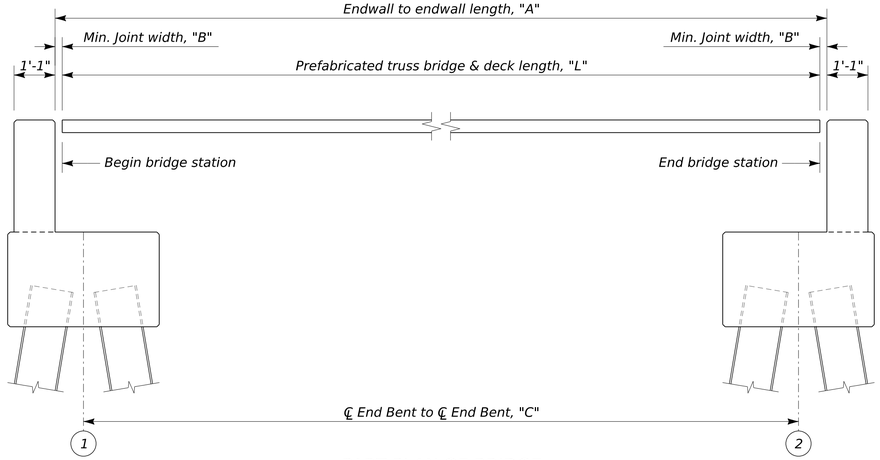
Bridge	Bent No.	Minimum Length (ft)	Tip Elevation
A	1	55	85.72
	2	55	85.72
B	1	55	82.54
	2	60	77.54

BRIDGE STATION & DIMENSION INFORMATION

Bridge	Begin Bridge	End Bridge	"A"	"B"	"C"	"L"
A	2+90	4+10	120'-2"	1" min.	118'-8"	120'-0"
B	150+75	151+95	120'-2"	1" min.	118'-8"	120'-0"

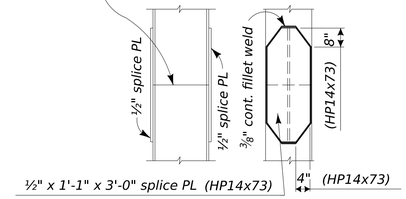
REQUIRED ULTIMATE PILE BEARING CAPACITY AND MINIMUM TIP ELEVATION SCHEDULE

Bridge	Bent	Pile Size Inches	Controlling Limit State	Str. I Req'd Bearing (tons)	Req'd Ult. Bearing (tons)	LRFD Resistance Factor	Estimated Length (ft)	Minimum Tip Elev.
A	1	HP14X73	Strength I	24	60	0.4	45	95.72
	2	HP14X73	Strength I	24	60	0.4	45	95.72
B	1	HP14X73	Strength I	24	60	0.4	45	92.54
	2	HP14X73	Strength I	24	60	0.4	50	87.54



PART PLAN OF BRIDGE

Showing bridge joints and end bent locations
(Not to scale)



PILE SPLICE DETAIL

HP14x73 steel piles

NOTE:

In lieu of splice plates, prefabricated splicers may be used. Prefabricated splicers shall be submitted for approval by the Director of Structures, State Bridge Engineer.

DESIGN DATA:

Design Specifications:
AASHTO LRFD Bridge Design Specifications, 9th Edition, 2020
AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges, 2009 with 2015 int.
Live Loading: 90 psf Pedestrian Loading, H10 Vehicle
Pedestrian Walkway Width: 10'-0" clear
Concrete: Class "AA" (4,000 psi)
Reinforcing: ASTM A615 Grade 60 (Fy=60 ksi)

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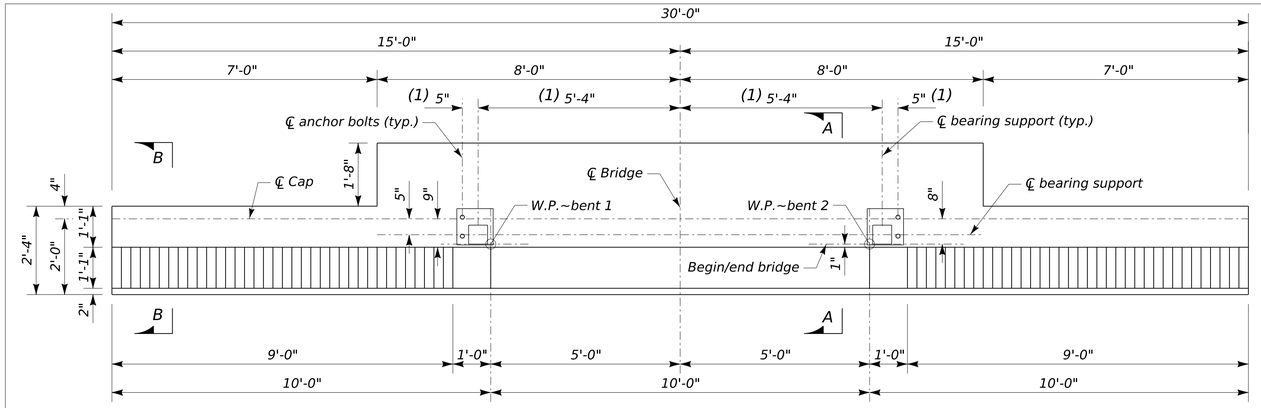
END BENT
GENERAL NOTES

WORKING NUMBER:	DRAWING NUMBER:
S-1	3



NOTES:

All concrete shall be Class "AA".

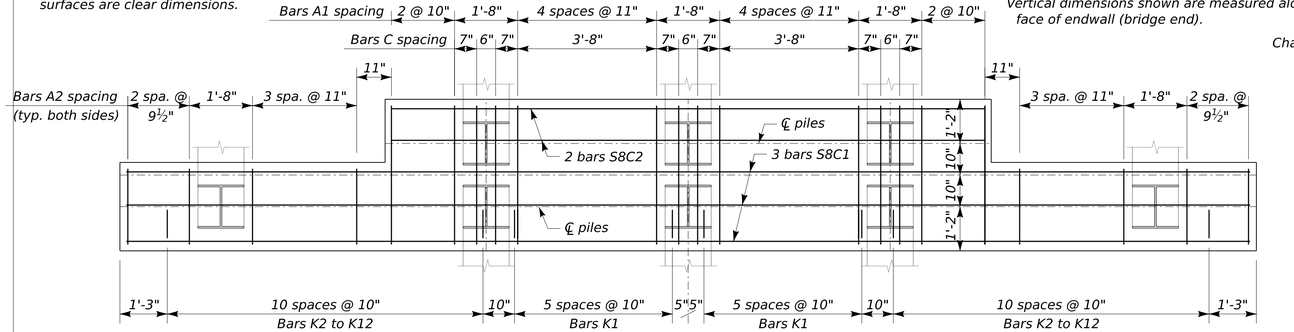
Chamfer all edges ¾" unless otherwise noted.

Dimensions from reinforcing steel to concrete surfaces are clear dimensions.

PLAN OF BENT

Showing concrete dimensions & bearing support placement

Scale: ½" = 1'-0"



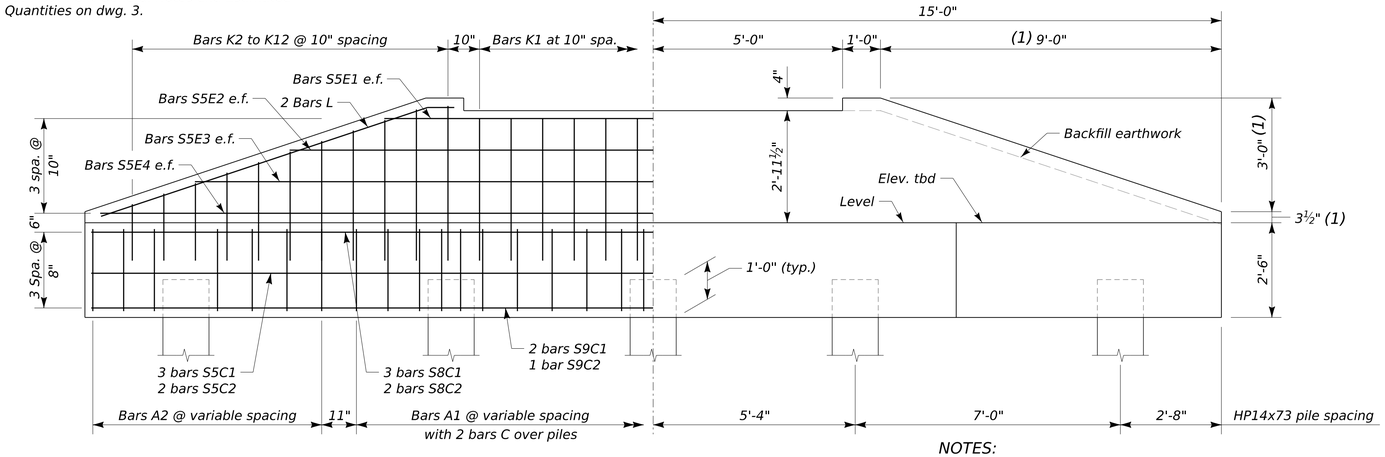
NOTE:

For general notes, estimated quantities, pile information, and notes regarding the Contractor's abutment modification submittal, see Abutment General Notes and Estimated Quantities on dwg. 3.

PLAN OF BENT

Showing reinforcing steel in the top of cap

Scale: ½" = 1'-0"



PLAN OF BENT

Showing reinforcing steel in the top of cap (sym. about ℄ bridge)

Scale: ½" = 1'-0"

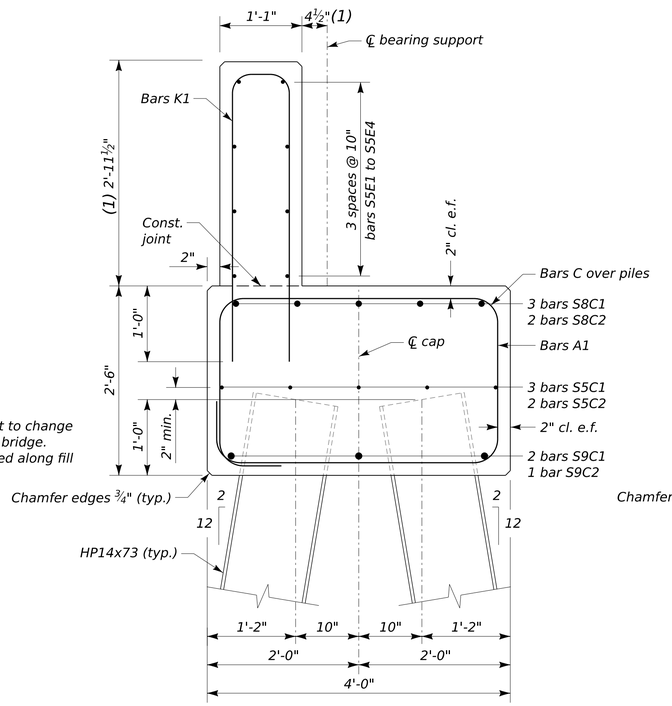
NOTES:

Piles shall be of the size, type, and driven to the required ultimate bearing.

Piles shall be battered as shown on this dwg.

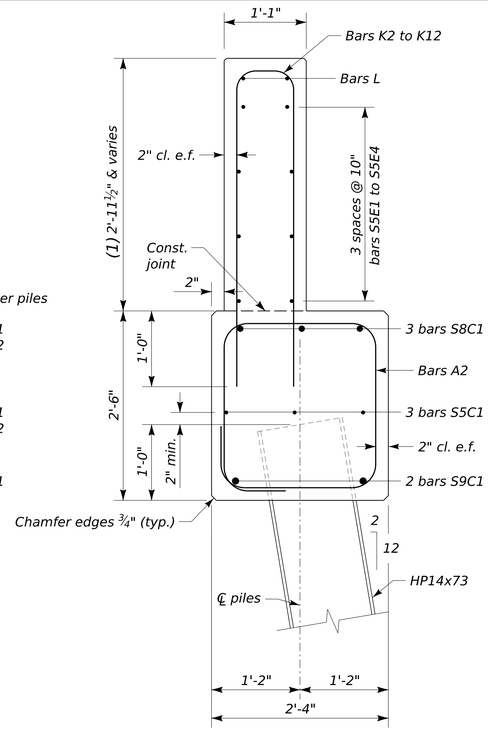
NOTES:

(1) The dimensions in this dwg. are subject to change based on Contractor designed truss bridge. Vertical dimensions shown are measured along fill face of endwall (bridge end).



SECTION A-A

Scale: 1" = 1'-0"

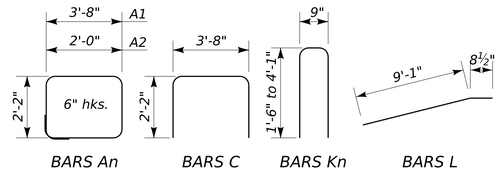


SECTION B-B

Scale: 1" = 1'-0"

BAR LIST FOR END BENTS 1 & 2					
Mark	Size	Length	No.	Weight (lbs)	Bending
S5C1	#5	29'-8"	3	92.83	Straight
S5C2	#5	15'-8"	2	32.68	Straight
S8C1	#8	29'-8"	3	237.63	Straight
S8C2	#8	15'-8"	2	83.66	Straight
S9C1	#9	29'-8"	2	201.73	Straight
S9C2	#9	15'-8"	1	53.27	Straight
A1	#5	12'-8"	16	211.38	See Details
A2	#5	9'-4"	14	136.29	See Details
C	#5	8'-0"	6	50.06	See Details
S5E1	#5	14'-2"	2	29.55	Straight
S5E2	#5	19'-1"	2	39.81	Straight
S5E3	#5	24'-2"	2	50.41	Straight
S5E4	#5	29'-1"	2	60.67	Straight
K1	#6	8'-3"	12	148.70	See Details
K2	#6	8'-11"	2	26.79	See Details
K3	#6	8'-9"	2	26.29	See Details
K4	#6	8'-2"	2	24.53	See Details
K5	#6	7'-7"	2	22.78	See Details

BAR LIST FOR END BENTS 1 & 2					
Mark	Size	Length	No.	Weight (lbs.)	Bending
K6	#6	7'-1"	2	21.28	See Details
K7	#6	6'-6"	2	19.53	See Details
K8	#6	5'-10"	2	17.52	See Details
K9	#6	5'-5"	2	16.27	See Details
K10	#6	4'-10"	2	14.52	See Details
K11	#6	4'-3"	2	12.77	See Details
K12	#6	3'-9"	2	11.27	See Details
L	#5	9'-9½"	4	40.85	See Details
Total Reinforcement per Bent (lbs.)					1683.07
Total Reinforcement for Bents 1 & 2 (lbs.)					3366.14



BAR BENDING DETAILS

Dimensions are measured out-to-out

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				DRWN: JAF	DATE: 6/22/26
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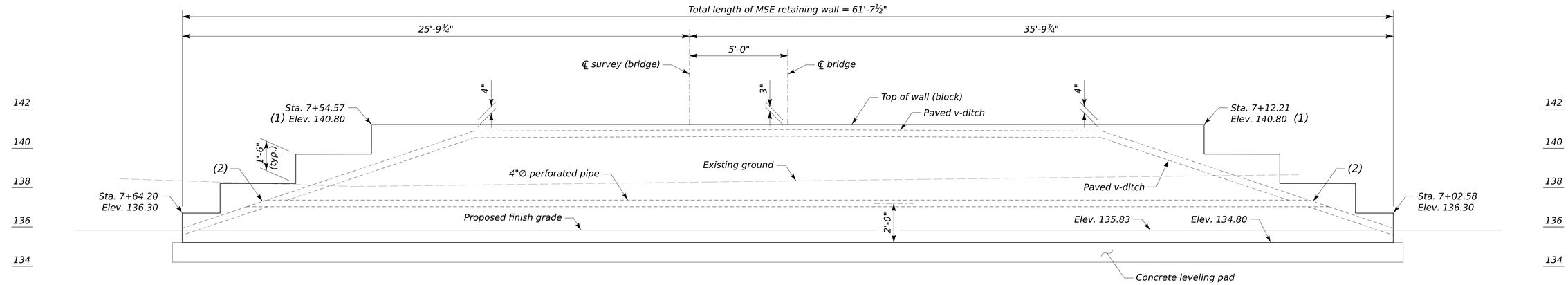
END BENT DETAILS

WORKING NUMBER: S-2

DRAWING NUMBER: 4



ELEVATION OF MSE RETAINING WALL

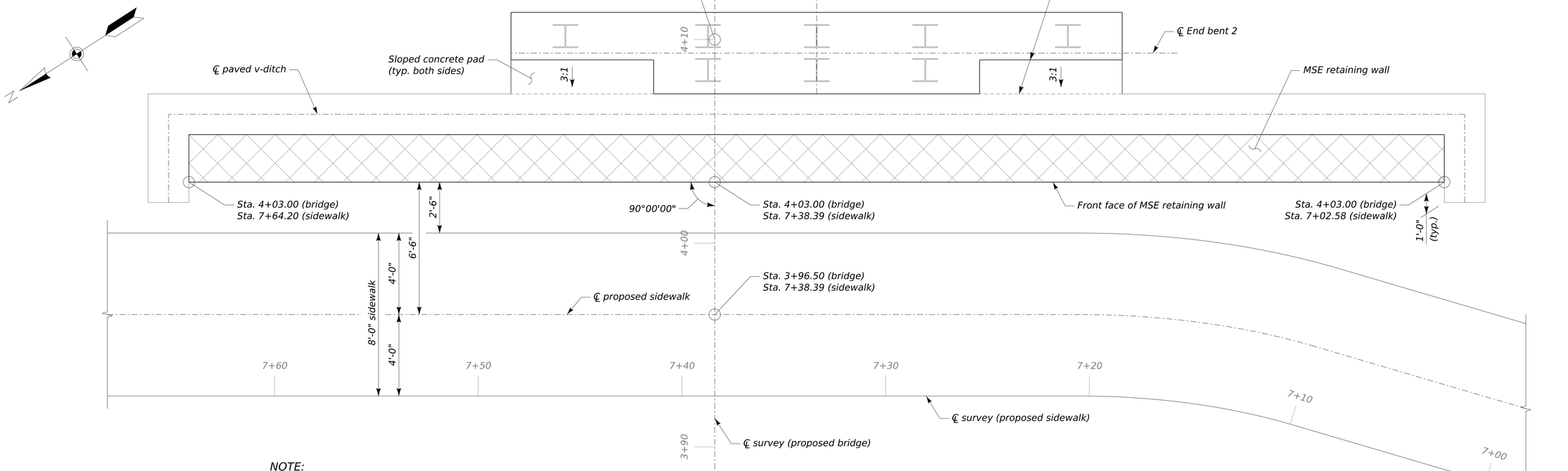
Scale = ⅜" - 1'-0"

NOTE:
For GENERAL NOTES, see dwg. 3.
For additional MSE retaining wall notes, see dwg. 6.

NOTES:

(1) Top of wall elevations shown are taken from top of wall block or bottom of cap block.

(2) 4" ∅ perforated pipe shall extend through the paved ditch to allow for proper drainage. The ends shall be cut to match slope of the paved v-ditch.



NOTE:
For end bent details, pile spacing and locations, see information on dwg. 4.

PLAN OF MSE RETAINING WALL

Scale = ⅜" - 1'-0"

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NO.	DATE	BY	DESCRIPTION

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DRWN: JAF	DATE: 6/22/26
CHKD: N/A	DATE: N/A
QA/QC: N/A	DATE: N/A

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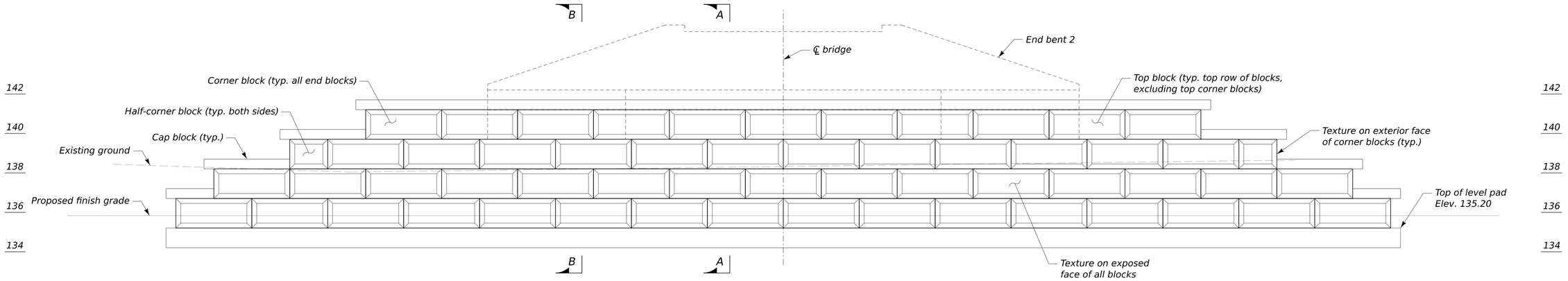
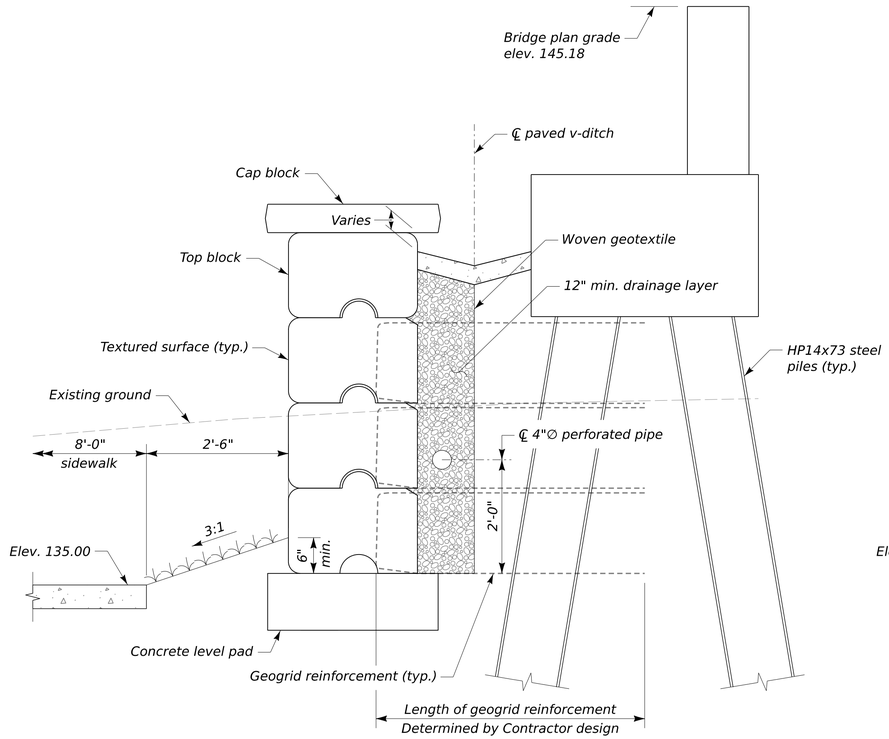
MSE RETAINING WALL DETAILS (BRIDGE A)

WORKING NUMBER:	DRAWING NUMBER:
S-3	5



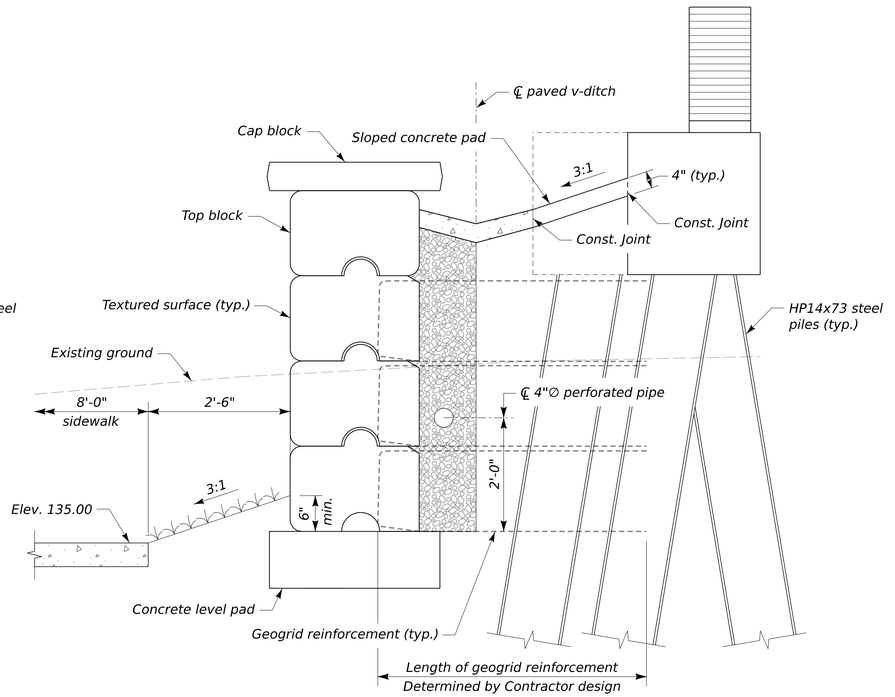
ELEVATION OF MSE RETAINING WALL

Scale = 3/8" - 1'-0"



SECTION A-A

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



SECTION B-B

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

MSE RETAINING WALL NOTES:

1. Elevations shown on this dwg. and dwg. 5 shall be verified in the field by the Contractor prior to fabrication/ordering of the wall system components as they may change depending on Contractor designed MSE retaining wall. Any revisions to elevations shall be approved by the Engineer.
2. The MSE retaining wall shall be Contractor designed in accordance with MDOT Special Provision 907-809-1 provided in the contract documents and the latest edition of the AASHTO LRFD Bridge Construction Specifications.
3. The MSE retaining wall system layout and details shown in these plans are based on the Redi-Rock International wall system and shall be used as a guide for the MSE retaining wall Contractor design and shop drawings. The details presented in these plans shall not be modified or changed. Design calculations shall be submitted for approval by the Engineer.
4. For MSE retaining walls that utilize continuous geogrid sheets, provisions shall be made to accommodate placement of geogrid around the end bent piling. These details shall be included in the shop drawings.
5. All exposed block surfaces on front face of the MSE retaining wall as shown in the plans shall have a random, stacked stone look similar to "Ledgestone" by Redi-Rock. The block face color shall be determined by the Project Engineer. Single standard block units shall have a minimum weight of 1100 lbs.
6. The MSE retaining wall shall be paid for at the contract unit price per square foot of wall measured from the top of the base leveling pad to the top of the wall. The price shall include full compensation for the approved design calculations and shop drawings, geotextile fabric, drain pipe, construction of the MSE retaining wall, 12" drainage gravel layer, excavation required to construct the wall, leveling pad, and any equipment, labor and incidentals required to complete the work as directed by the Project Engineer. Sloped concrete pad and paved v-ditch shall be paid for under a seperate pay item.
7. All work for which no pay items are provided in the proposal will not be paid for directly and compensation therefore will be included in the prices and payments for the bid items. The Contractor should be aware that additional minor items of work not specifically listed may be necessary to complete this project and that compensation therefore will be included in the prices and payments for the bid items.
8. Alternate MSE retaining wall systems will not be considered.

CONSTRUCTION SEQUENCE NOTES:

1. HP14x73 piles for the end bents shall be driven after excavation to leveling pad elevation is complete and prior to MSE retaining wall system construction. Alternate sequences will not be allowed.
2. MSE retaining wall system construction may commence after all piling has been driven.

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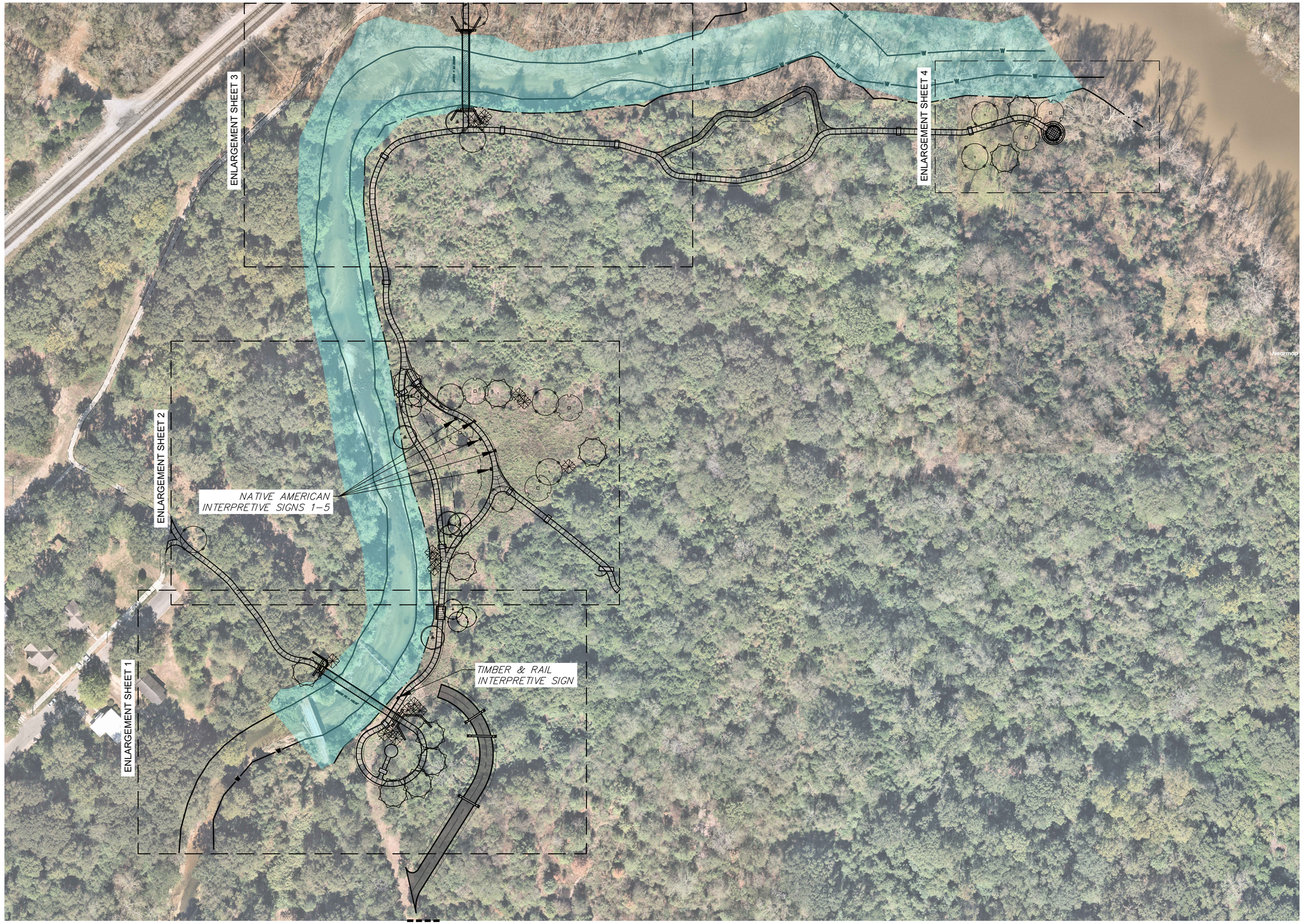
MSE RETAINING WALL DETAILS (BRIDGE A)

WORKING NUMBER:	DRAWING NUMBER:
S-4	6



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NO.	DATE	BY	DESCRIPTION

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DSGN: RPB	DATE: 6/2026
DRWN: RPB	DATE: 6/2026
CHKD: SWB	DATE: 07/02/2026
QA/QC:	DATE:

GORDON'S CREEK LINEAR PARK
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NEEL–SCHAFFER

OVERALL PLAN
TREE PLANTING & SIGN

WORKING NUMBER:	DRAWING NUMBER:
LS-1	36

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PLANTING LEGEND

DAWN REDWOOD
Metasequoia glyptostroboides

'DURA HEAT' RIVER BIRCH
Betula nigra 'BNMTF'

'FLAME' RED MAPLE
Acer rubrum 'Flame'

'MOON GLOW'
SWEET BAY MAGNOLIA
Magnolia virginiana 'Jim Wilson'

T
TULIP POPLAR
Liriodendron tulipifera

S
SYCAMORE
Platanus occidentalis



NOTICE TO DRAWING HOLDER

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REVISIONS

NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION

N-S PROJECT NO.: 19831.000	
FILENAME: 19831_LS-Sign.dwg	
SCALE: 1" = 20'	
SURVEYED BY: SOUTHEAST SURVEYING	
DSGN: RPB	DATE: 6/2026
DRWN: RPB	DATE: 6/2026
CHKD: SWB	DATE: 07/02/2026
QA/QC:	DATE:

GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

HATTIESBURG, MS
FORREST COUNTY

NEEL-SCHAFFER

TREE PLANTING & SIGN LAYOUT
ENLARGEMENT SHEET 1

WORKING NUMBER:	DRAWING NUMBER:
LS-2	37

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PLANTING LEGEND

DAWN REDWOOD
Metasequoia glyptostroboides

'DURA HEAT' RIVER BIRCH
Betula nigra 'BNMTF'

'FLAME' RED MAPLE
Acer rubrum 'Flame'

'MOON GLOW'
SWEET BAY MAGNOLIA
Magnolia virginiana 'Jim Wilson'

T
TULIP POPLAR
Liriodendron tulipifera

S
SYCAMORE
Platanus occidentalis



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GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

HATTIESBURG, MS
FORREST COUNTY

NEEL–SCHAFFER

TREE PLANTING & SIGN LAYOUT
ENLARGEMENT SHEET 2

WORKING NUMBER:	DRAWING NUMBER:
LS-3	38

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PLANTING LEGEND

DAWN REDWOOD
Metasequoia glyptostroboides

'DURA HEAT' RIVER BIRCH
Betula nigra 'BNMTF'

'FLAME' RED MAPLE
Acer rubrum 'Flame'

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GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

HATTIESBURG, MS
FORREST COUNTY

NEEL-SCHAFFER

TREE PLANTING & SIGN LAYOUT
ENLARGEMENT SHEET 3

WORKING NUMBER:	DRAWING NUMBER:
LS-4	39

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PLANTING LEGEND

DAWN REDWOOD
Metasequoia glyptostroboides

'DURA HEAT' RIVER BIRCH
Betula nigra 'BNMTF'

'FLAME' RED MAPLE
Acer rubrum 'Flame'

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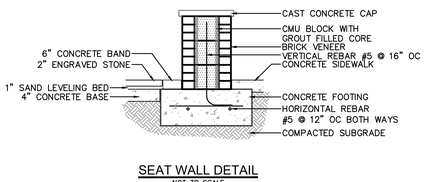

SEAT WALL DETAIL
NOT TO SCALE



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GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

HATTIESBURG, MS
FORREST COUNTY

NEEL-SCHAFFER

TREE PLANTING & SIGN LAYOUT
ENLARGEMENT SHEET 4

WORKING NUMBER:	DRAWING NUMBER:
LS-5	40

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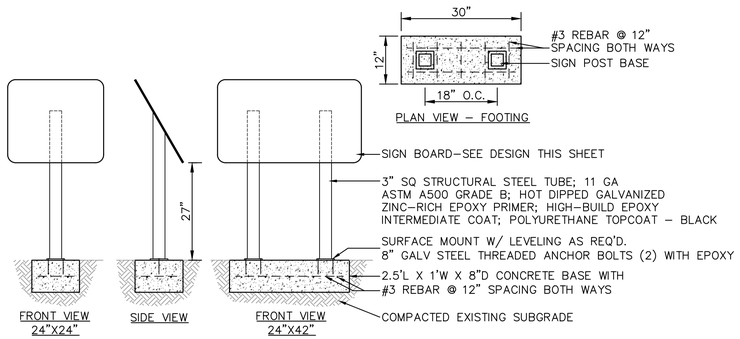
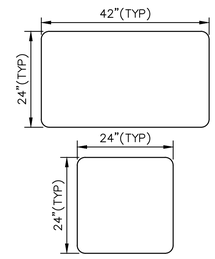
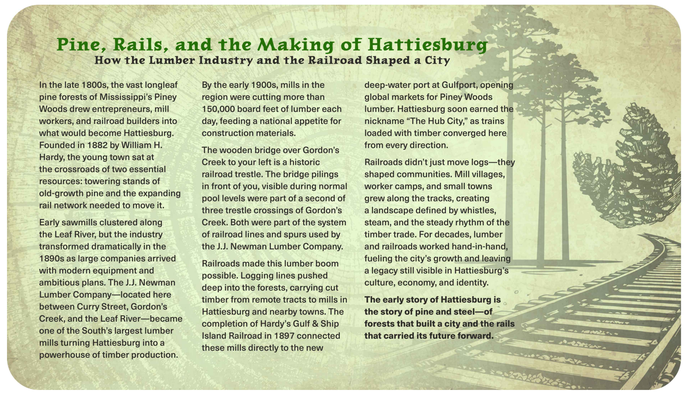


SIGN NOTES:

1. 24"X42" SIGN QUANTITY = 1; 24"X24" SIGN QUANTITY = 5
2. EACH SHALL BE $\frac{1}{2}$" THICKNESS DIGITAL HIGH PRESSURE LAMINATE PANEL
3. MANUFACTURED BY FOSSIL INDUSTRIES OR ENVIRO SIGNS OR EQUAL WITH MANUFACTURER WARRANTY
4. SIGN GRAPHICS AVAILABLE UPON REQUEST
5. STEEL SHALL HAVE A 1–YEAR WARRANTY AGAINST RUST/CORROSION & PEELING/BLISTERING
6. PANEL AND POSTS SHALL BE ATTACHED USING 1.5" X $\frac{3}{8}$" ALUMINUM Z–BARS HORIZONTALLY ACROSS BACK OF PANEL USING STAINLESS STEEL AND TAMPER RESISTANT HARDWARE. HARDWARE CAN PASS THROUGH POSTS AND Z–BARS – NOT SIGN PANEL.



INFORMATION SIGN DETAILS
NOT TO SCALE



TIMBER & RAIL INTERPRETIVE SIGN



NATIVE AMERICAN INTERPRETIVE SIGN 1

NATIVE AMERICAN INTERPRETIVE SIGN 2

NATIVE AMERICAN INTERPRETIVE SIGN 3

NATIVE AMERICAN INTERPRETIVE SIGN 4

NATIVE AMERICAN INTERPRETIVE SIGN 5

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				QA/QC:	DATE:

GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

HATTIESBURG, MS
FORREST COUNTY

NEEL–SCHAFFER

SIGN DETAILS

WORKING NUMBER:	DRAWING NUMBER:
X	41

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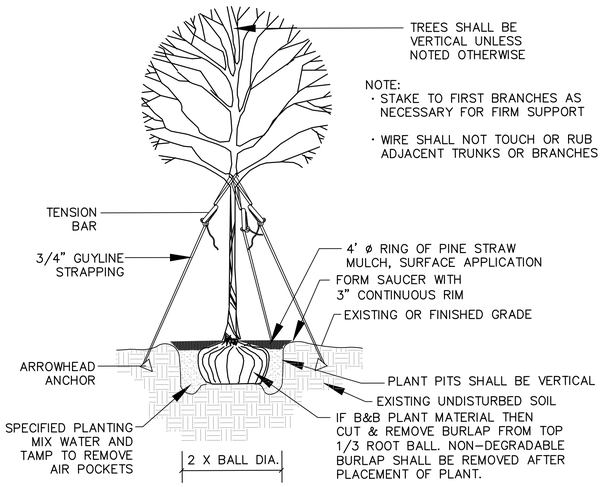
PLANTING NOTES:

1. CONTRACTOR SHALL MEET THE LICENSE REQUIREMENTS OF THE APPLICABLE LOCAL AND STATE DEPARTMENTS.
2. ALL FINISHED GRADES INCLUDING GRAVEL MAINTENANCE STRIPS, PLANTING BEDS AND LAWN AREAS SHALL BE BELOW (1" MIN) FINISHED FLOOR ELEVATIONS AND/OR WEEP HOLES.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF UTILITY LOCATES THROUGH LOCAL ONE-CALL AND WILL ALSO BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES AND/OR INFRASTRUCTURE. IF UNDERGROUND OBSTRUCTIONS ARE ENCOUNTERED, ALTERNATE LOCATIONS MAY BE SELECTED BY THE OWNER.
4. PLANT MATERIAL STANDARDS SHALL BE BASED ON THE MOST RECENT EDITION OF THE AMERICAN ASSOCIATION OF NURSERYMEN'S AMERICAN STANDARD FOR NURSERY STOCK.
5. ALL STANDARDS SHALL BE MET FOR PROPOSED PLANT MATERIAL:
   A. PLANT MATERIAL MEETS SPECIFIED SIZE REQUIREMENTS.
   B. PLANT MATERIAL IS TRUE TO SPECIES/VARIETY SPECIFIED AND IS INDIVIDUALLY LABELED BY NOMENCLATURE.
   C. SINGLE TRUNK – TREE HAS A SINGLE, RELATIVELY STRAIGHT CENTRAL LEADER WITH TAPERED TRUNK, FREE OF CODOMINANT STEMS AND/OR UPRIGHT BRANCHES THAT COMPETE WITH CENTRAL LEADER. CENTRAL LEADER HAS NOT BEEN TOPPED.
   D. MULTI-TRUNK – TREE HAS MULTIPLE LEADERS (3 OR 5) NONE OF WHICH HAVE BEEN TOPPED AND CLEAR TRUNK FREE OF SUCKERS.
   E. PLANTING SITE "HOLE" IS PREPARED 2.5 TIMES THE DIAMETER OF THE ROOTBALL AND ONE INCH LESS IN DEPTH THAN THE ROOTBALL HEIGHT (ROOTBALL HEIGHT SHALL BE THE DISTANCE MEASURED FROM THE BOTTOM OF THE ROOTBALL TO THE ROOT FLARE). THE SIDES OF THE HOLE SHALL EITHER BE SCARIFIED OR TAPER UP TO EXISTING GRADE.
   F. PLANT MATERIAL IS PLACED/CENTERED IN HOLE; ENSURE ROOT FLARE IS ONE INCH ABOVE EXISTING GRADE.
   G. ALL FOREIGN MATERIAL, TO INCLUDE, BINDINGS, STRING, TWINE, WIRE, WRAPPINGS, WIRE BASKETS AND BURLAP ARE REMOVED FROM TRUNK AND ROOTBALL. IF BALL & BURLAP AND BASED ON THE CONDITION OF THE ROOTBALL, APPROVAL MAY BE GIVEN BY THE OWNER TO LEAVE THE BOTTOM ⅔ OF BURLAP AND WIRE BASKET INTACT.
   H. BACKFILL IS TAMPED FIRMLY AROUND THE ROOTBALL TO STABILIZE THE PLANT VERTICAL IN THE HOLE. REMAINING BACKFILL IS ADDED AND TAMPED LIGHTLY. BACKFILL CONSISTS OF EXISTING SOIL MIXED WITH TOPSOIL, APPLIED AS NOTED IN TABLE. COMPLIANCE SHALL BE PROVIDED BY SUFFICIENT QUANTITY OF PRODUCT ON SITE FOR ENTIRE PROJECT PRIOR TO PLANTING. FERTILIZER TABLETS REQUIRED AS NOTED IN TABLE.
   I. PLANT MATERIAL IS THOROUGHLY WATERED DURING INSTALLATION TO SETTLE BACKFILL AND SATURATE THE ENTIRE ROOTBALL. ADDITIONAL BACKFILL AND WATER ARE ADDED AS NECESSARY.
   J. TREES ARE ANCHORED/SUPPORTED BY GUYLINES WITH TENSION BARS AND GROUND ANCHORS. GUYING SYSTEM SHALL CONSIST OF THREE ARROWHEAD GROUND ANCHORS, ADJUSTABLE TENSION BARS, AND ¾" GUYLINE STRAPPING. OWNER SHALL BE RESPONSIBLE FOR FUTURE STAKE REMOVAL.
   K. TREE IS SECURED BY GUYLINE ATTACHMENT WHICH SHALL ENCIRCLE THREE MAJOR TRUNKS USING NON-ABRASIVE, ¾" WIDE POLYPROPYLENE GUYLINE STRAPPING. TENSION BARS SHALL BE USED TO ADJUST GUYLINE TENSION EVENLY ACROSS ALL ANCHOR POINTS. GROUND ANCHORS SHALL BE DRIVEN INTO THE SOIL AT A 45° ANGLE AWAY FROM THE TREE TO A DEPTH OF APPROXIMATELY 18"-24" AND SPACED EQUALLY AROUND THE TREE GROUP. GUYLINES SHALL BE ATTACHED TO ANCHORS PER OWNER DIRECTIVE. EACH TREE WILL REQUIRE APPROXIMATELY 16' OF CONTINUOUS TIE. GUYLINE HEIGHT SHALL BE APPROXIMATELY ⅓ THE HEIGHT OF THE TALLEST TRUNK AND ADJUSTED TO BALANCE SUPPORT ACROSS ALL TRUNKS. NO METAL SHALL CONTACT THE BARK DIRECTLY.
   L. TREE GUYING SYSTEM SHALL BE INSPECTED PERIODICALLY.



TYPICAL SINGLE-TRUNK TREE PLANTING DETAIL

NOT TO SCALE

LANDSCAPE QUANTITIES & SCHEDULE

PAY ITEM NO.	LANDSCAPE ITEMS	QTY	SIZE / UNIT	SEASONAL APPLICATIONS - DATES & RATES				REQUIREMENTS
				SPRING & SUMMER		FALL & WINTER		
				RATES	DATES	RATES	DATES	
211-C	TOPSOIL, CONTRACTOR FURNISHED	4	CU YD	N / A		N / A		2 CU FT INCORPORATED INTO TREE PLANTING BACKFILL MATERIAL
230-B1	TREE PLANTING, DAWN REDWOOD	6	30 GAL	BY REQUEST ONLY		OCT 1 - APRIL 30		FULL & HEALTHY PLANT; SINGLE STRAIGHT TRUNK - 4' CT (MIN); 10'-11' H X 3'-4' S; 1.5"-2" CALIPER
230-B2	TREE PLANTING, 'DURA HEAT' RIVER BIRCH	6	30 GAL	BY REQUEST ONLY		OCT 1 - APRIL 30		FULL & HEALTHY PLANT; SINGLE STRAIGHT TRUNK - 4' CT (MIN); 10'-11' H X 3'-4' S; 1.5"-2" CALIPER
230-B3	TREE PLANTING, 'FLAME' RED MAPLE	6	30 GAL	BY REQUEST ONLY		OCT 1 - APRIL 30		FULL & HEALTHY PLANT; SINGLE STRAIGHT TRUNK - 4' CT (MIN); 10'-11' H X 3'-4' S; 1.5"-2" CALIPER
230-B4	TREE PLANTING, 'MOON GLOW' SWEETBAY MAGNOLIA	16	30 GAL	BY REQUEST ONLY		OCT 1 - APRIL 30		FULL & HEALTHY PLANT; SINGLE STRAIGHT TRUNK - 4' CT (MIN); 10'-11' H X 3'-4' S; 1.5"-2" CALIPER
230-B5	TREE PLANTING, TULIP POPLAR	11	30 GAL	BY REQUEST ONLY		OCT 1 - APRIL 30		FULL & HEALTHY PLANT; SINGLE STRAIGHT TRUNK - 4' CT (MIN); 10'-11' H X 3'-4' S; 1.5"-2" CALIPER
230-B6	TREE PLANTING, SYCAMORE	8	30 GAL	BY REQUEST ONLY		OCT 1 - APRIL 30		FULL & HEALTHY PLANT; SINGLE STRAIGHT TRUNK - 4' CT (MIN); 10'-11' H X 3'-4' S; 1.5"-2" CALIPER
232-A	FERTILIZER TABLET, 21 GRAM	159	EACH	N / A		N / A		3 TABLETS PER 30 GALLON (159)
233-C	PINE STRAW MULCH, BALE	27	EACH	N / A		N / A		0.5 BALE PER TREE PLANTING
233-A	TREE BARK MULCH, SOIL CONDITIONER	2	CU YD	N / A		N / A		1 CU FT INCORPORATED INTO TREE PLANTING BACKFILL MATERIAL
ABSORBED	SOIL TEST	1		N / A		N / A		REQUIRED TO BE SUBMITTED IN ADVANCE OF ALL LANDSCAPE CONSTRUCTION ITEMS; COST ABSORBED IN BED PREP PAY ITEM

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GORDON'S CREEK LINEAR PARK
RIVER DISTRICT

HATTIESBURG, MS
FORREST COUNTY

NEEL-SCHAFFER

LANDSCAPE DETAILS, NOTES, AND SCHEDULE

WORKING NUMBER: X

DRAWING NUMBER: 42

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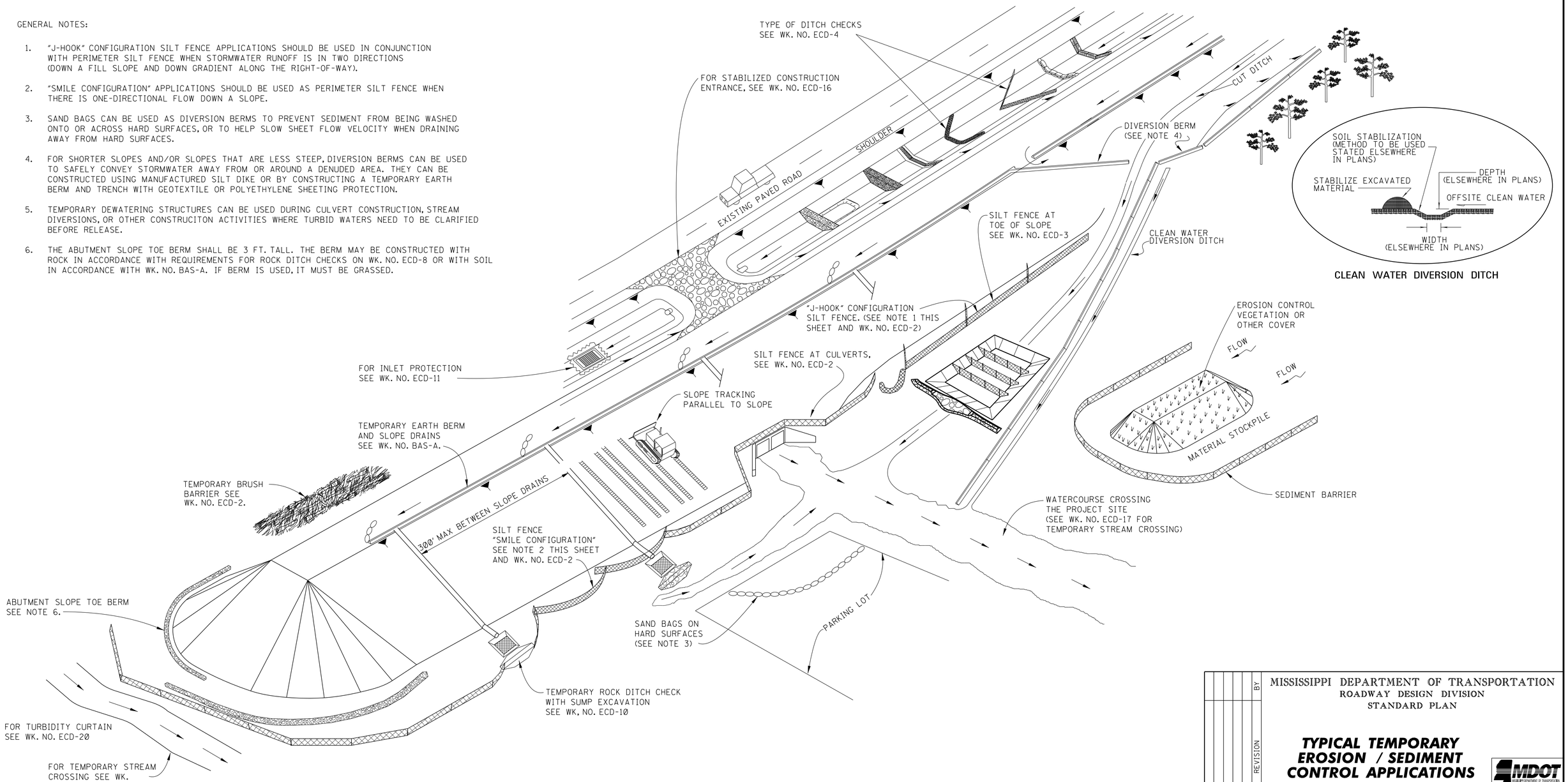
STATE	PROJECT NO.
MISS.	

GENERAL NOTES:

1. "J-HOOK" CONFIGURATION SILT FENCE APPLICATIONS SHOULD BE USED IN CONJUNCTION WITH PERIMETER SILT FENCE WHEN STORMWATER RUNOFF IS IN TWO DIRECTIONS (DOWN A FILL SLOPE AND DOWN GRADIENT ALONG THE RIGHT-OF-WAY).
2. "SMILE CONFIGURATION" APPLICATIONS SHOULD BE USED AS PERIMETER SILT FENCE WHEN THERE IS ONE-DIRECTIONAL FLOW DOWN A SLOPE.
3. SAND BAGS CAN BE USED AS DIVERSION BERMS TO PREVENT SEDIMENT FROM BEING WASHED ONTO OR ACROSS HARD SURFACES, OR TO HELP SLOW SHEET FLOW VELOCITY WHEN DRAINING AWAY FROM HARD SURFACES.
4. FOR SHORTER SLOPES AND/OR SLOPES THAT ARE LESS STEEP, DIVERSION BERMS CAN BE USED TO SAFELY CONVEY STORMWATER AWAY FROM OR AROUND A DENUDED AREA. THEY CAN BE CONSTRUCTED USING MANUFACTURED SILT DIKE OR BY CONSTRUCTING A TEMPORARY EARTH BERM AND TRENCH WITH GEOTEXTILE OR POLYETHYLENE SHEETING PROTECTION.
5. TEMPORARY DEWATERING STRUCTURES CAN BE USED DURING CULVERT CONSTRUCTION, STREAM DIVERSIONS, OR OTHER CONSTRUCITON ACTIVITIES WHERE TURBID WATERS NEED TO BE CLARIFIED BEFORE RELEASE.
6. THE ABUTMENT SLOPE TOE BERM SHALL BE 3 FT. TALL. THE BERM MAY BE CONSTRUCTED WITH ROCK IN ACCORDANCE WITH REQUIREMENTS FOR ROCK DITCH CHECKS ON WK. NO. ECD-8 OR WITH SOIL IN ACCORDANCE WITH WK. NO. BAS-A. IF BERM IS USED, IT MUST BE GRASSED.



DATE	REVISION	BY

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

TYPICAL TEMPORARY EROSION / SEDIMENT CONTROL APPLICATIONS

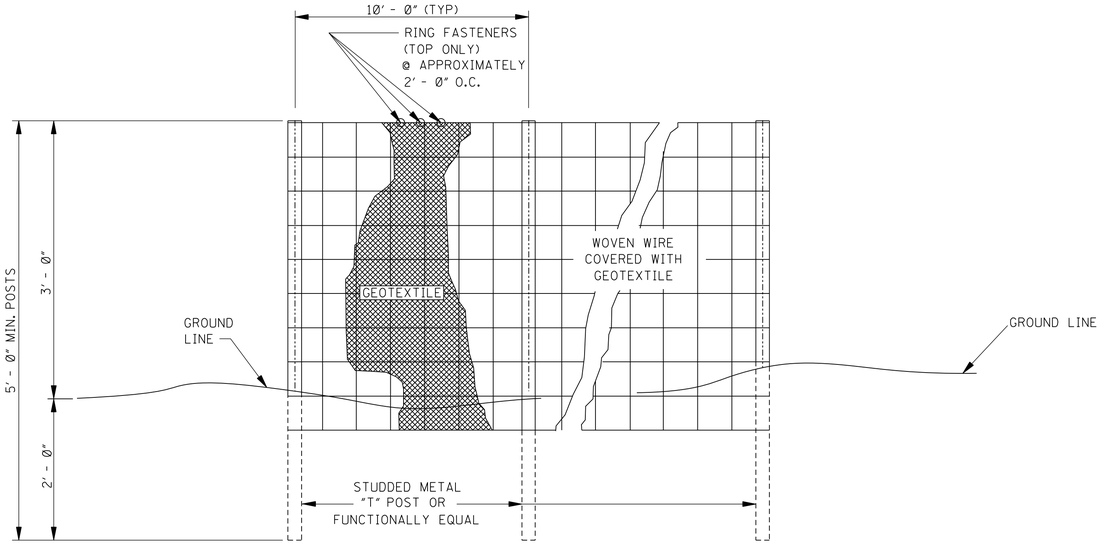
MDOT

WORKING NUMBER ECD-1

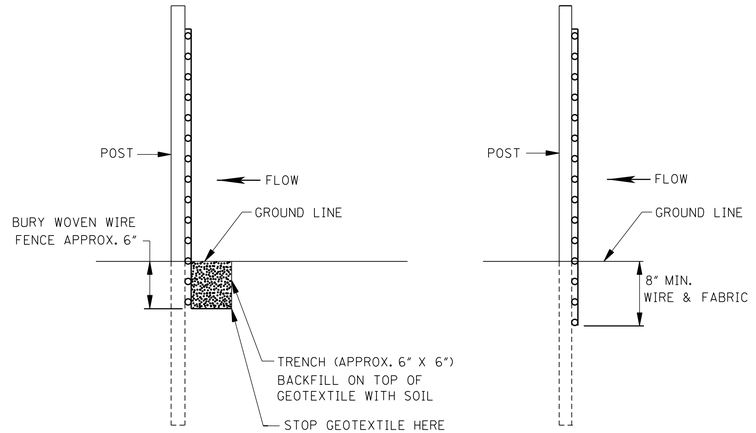
ISSUE DATE: AUGUST 01, 2017

SHEET NUMBER 6101

STATE	PROJECT NO.
MISS.	



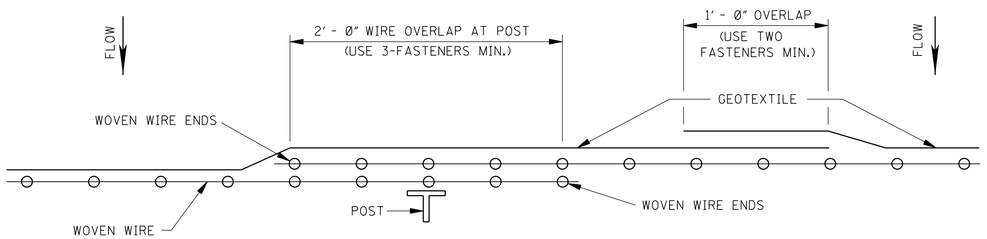
ELEVATION VIEW



METHOD I

METHOD II
MECHANICAL INSTALLATION

SIDE VIEW



PLAN VIEW

REQUIRED LAPPING

GENERAL NOTES:

1. SILT FENCES SHOULD BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHOULD BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STEAMS AND CHANNELS.
3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
4. WHENEVER POSSIBLE SILT FENCE SHOULD BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AN FACILITATES SEDIMENTATION.
5. THE CONTRACTOR MAY ELECT TO USE EITHER METHOD I OR METHOD II. COST TO BE LINEAR FEET OF SILT FENCE.
6. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF DETAIL.
7. WIRE SHALL BE A MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
8. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATION MAY BE USED WITHOUT WIRE FENCE.

BY	REVISION	DATE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

DETAILS OF SILT FENCE INSTALLATION

MDOT MISSISSIPPI DEPARTMENT OF TRANSPORTATION

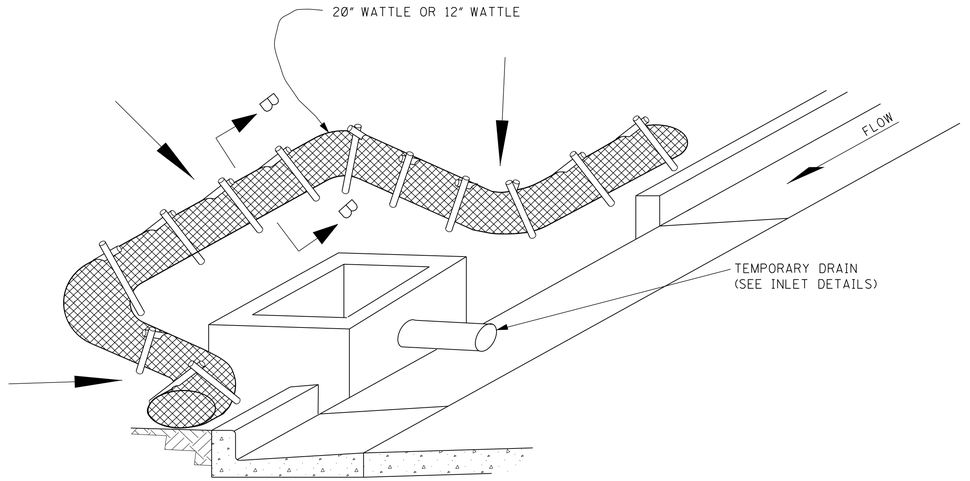
WORKING NUMBER
ECD-3

ISSUE DATE: AUGUST 01, 2017

SHEET NUMBER
6103

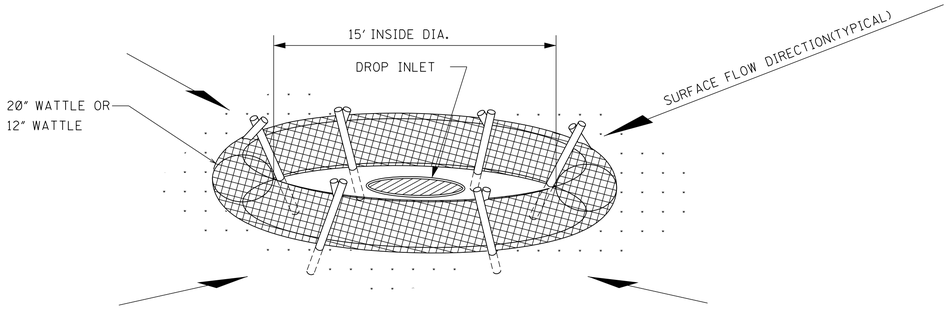
STATE	PROJECT NO.
MISS.	

NOTE: SILT FENCE OR SANDBAGS MAY ALSO BE USED FOR THIS APPLICATION.
HAY BALES NOT ACCEPTABLE DURING THIS STAGE.



CURB INLET PROTECTION (STAGE 2)

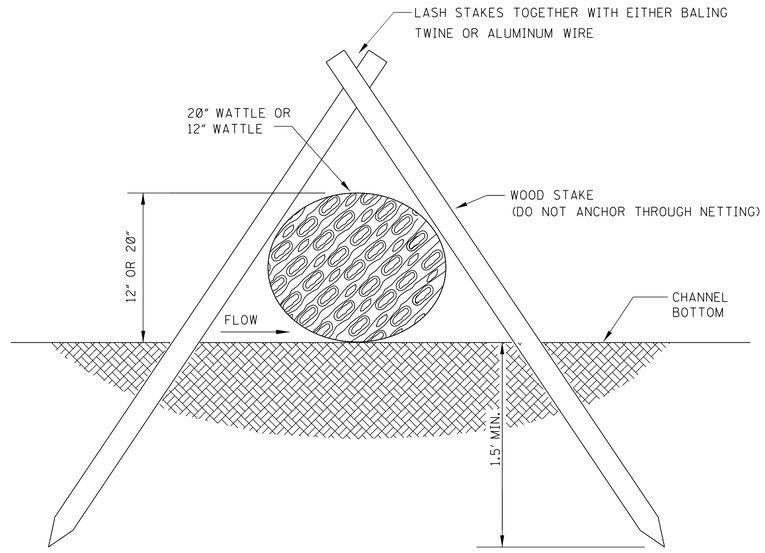
SINGLE OR DOUBLE WING INLET



DROP INLET PROTECTION

NOTES:

1. ANCHORING STAKES SHALL BE SIZED, SPACED, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE WATTLE. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET.
2. OVERLAP ENDS OF WATTLES PER MANUFACTURER'S RECOMMENDATIONS (1' MIN., 3' MAX.)
3. TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.
4. IN THE EVENT WATTLES CANNOT BE SECURED IN PLACE USING WOOD STAKES, SANDBAGS MAY BE USED IN LIEU OF WOOD STAKES IN ORDER TO SECURE WATTLES IN PLACE. COST OF SANDBAGS USED IN THIS APPLICATION SHALL BE INCLUDED IN OTHER ITEMS BID.



SECTION B–B

		BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
		REVISION	**INLET PROTECTION DETAILS OF WATTLES**
		DATE	ISSUE DATE: AUGUST 01, 2017

MDOT MISSISSIPPI DEPARTMENT OF TRANSPORTATION

WORKING NUMBER ECD-13

SHEET NUMBER 6113

STATE	PROJECT NO.
MISS.	

4" PVC DRAIN PIPE PLACED WHERE DESIGNATED ELSEWHERE ON PLANS OR BY THE ENGINEER. PAYMENT FOR THE PIPE SHALL BE MADE ON A SEPARATE BASIS.

½" EXPANSION JOINTS 25'-0" ON CENTER

5'-0" 5'-0" 5'-0" 5'-0" 5'-0"

SIDEWALK

CURB OMITTED FOR FUTURE DRIVEWAY CONSTRUCTION

CURB & GUTTER CURB & GUTTER

TYPE "3" DRIVEWAY

½" EXPANSION JOINT REQUIRED AT THE ENDS OF ALL RADIUS RETURNS, BOTH SIDES OF STRUCTURES, AND AT 60' NOMINAL SPACING ON STRAIGHT RUNS. WHEN CURB AND GUTTER IS USED WITH PANEL CONCRETE PAVEMENT, SPACING OF EXPANSION JOINTS SHALL BE ADJUSTED TO MATCH JOINTS IN THE PAVEMENT. THE JOINTS SHALL BE FORMED OF PREMOLDED JOINT FILLER (ABSORBED) CUT TO FULL CROSS-SECTION AND SHALL EXTEND THE FULL DEPTH, WIDTH AND LENGTH OF THE CONSTRUCTION. ½" DEEP SCORING REQUIRED AT 20' SPACING AND ON BOTH SIDES OF DRIVEWAYS.

PRIVATE DRIVEWAY OR ALLEY

PRIVATE SIDEWALK

SIDEWALK

½" EXPANSION JOINTS

SIDEWALK

½" EXPANSION JOINTS

PAVED DRIVEWAY

CURB & GUTTER CURB & GUTTER

TYPE "2" DRIVEWAY

CURB CUT RAMP (SEE NOTE 3)

CURB CUT RAMP (SEE NOTE 3)

ROADWAY PAVEMENT

1" EXPANSION JOINT SPACED AS SHOWN ELSEWHERE ON PLANS

℄ ROADWAY

NOTE: DRIVEWAY REINFORCEMENT SHALL BE 6 X 6 - W1.4 X W1.4 OR 6 X 6 - D1.4 X D1.4 WIRE MESH WHERE REQUIRED.

CURB CUT RAMP (SEE NOTE 3)

STREET

TRANSITION

TRANSITION IN GRADE SHALL BE MADE BACK OF THE END OF CURB RETURN.

"A"

"B"

TOP OF CURB AT POINT "A" (END OF CURB RETURN) SHALL BE NOT MORE THAN 2% ABOVE OR 4% BELOW POINT "B" (TOP OF CURB PROJECTED ALONG TANGENT OF RETURN).

VAR. RADIUS

RADIUS RADIUS

PAVED DRIVEWAY

CURB & GUTTER CURB & GUTTER

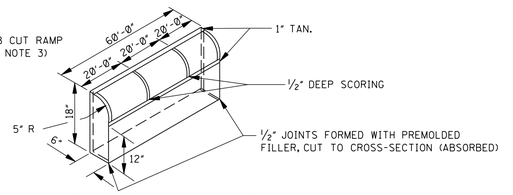
TYPE "1" DRIVEWAY

6'-0" MIN. 10'-0" MAX.

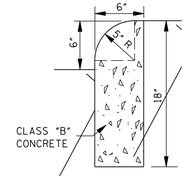
ROADWAY JOINTS. SEE JOINT LAYOUT ELSEWHERE IN PLANS.

SECTIONS OF CURB & GUTTER SHORTER THAN 10'-0" WILL BE PERMITTED WHERE NECESSARY FOR CLOSURE, BUT NO SECTION LESS THAN 6'-0" IN LENGTH WILL BE PERMITTED.

PLAN SHOWING ARRANGEMENT OF CURB & GUTTER, DRIVEWAYS AND SIDEWALK

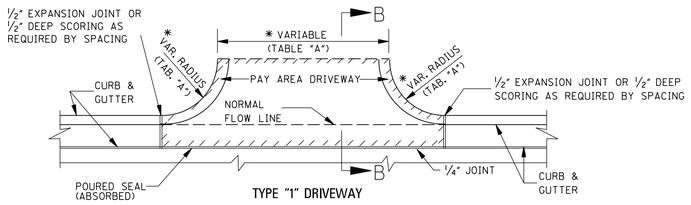


ISOMETRIC HEADER CURB DETAIL SHOWING JOINTS



DETAIL OF HEADER CURB

½" CONTRACTION JOINTS REQUIRED AT 20' O.C.
EXPANSION JOINTS REQUIRED AT 60' O.C.
UNLESS OTHERWISE DIRECTED BY ENGINEER.

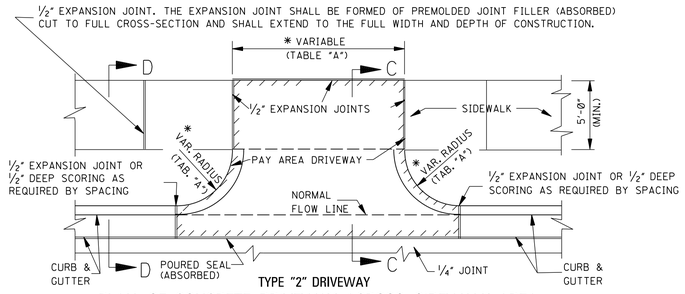


TYPE "1" DRIVEWAY

PLAN OF CONCRETE DRIVEWAY

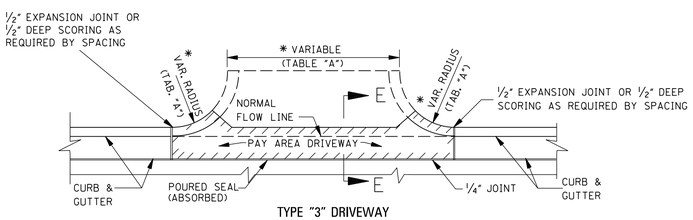
11.058 yd² FOR DRIVEWAY 16'-0" IN WIDTH.
0.574 yd² FOR EACH ADDED OR SUBTRACTED FOOT OF WIDTH.
NOTE: THIS DRIVEWAY AREA EXAMPLE IS COMPUTED ON THE BASIS OF 3'-0" RADIUS. PAYMENT FOR CURB RADIUS SHALL BE INCLUDED IN COMPENSATION FOR DRIVEWAY.

* TABLE "A"		
DRIVEWAY TYPE	DRIVEWAY WIDTH	CURB RETURN RADIUS
RESIDENTIAL	16'	5' - 10'
COMMERCIAL/ INDUSTRIAL	30' - 50'	10' - 30'



TYPE "2" DRIVEWAY

PLAN OF CONCRETE DRIVEWAY ACROSS SIDEWALK AREA

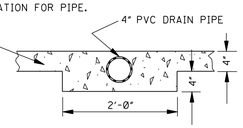


TYPE "3" DRIVEWAY

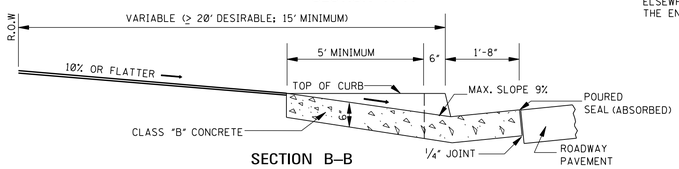
PLAN–CURB OMITTED FOR FUTURE DRIVEWAY CONSTRUCTION

NOTE: THIS TYPE CONSTRUCTION SHALL BE USED WHERE DESIGNATED ELSEWHERE ON PLANS OR BY THE ENGINEER.

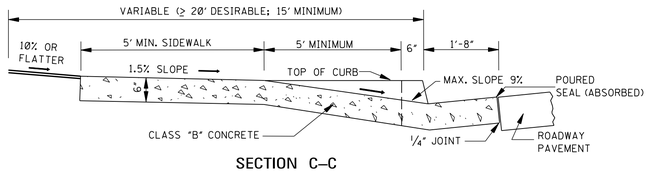
4" EXTRA DEPTH SHALL BE PLACED FULL WIDTH OF SIDEWALK, WHERE DRAIN PIPE PASSES THROUGH SIDEWALK. PAYMENT SHALL BE INCLUDED IN COMPENSATION FOR PIPE.



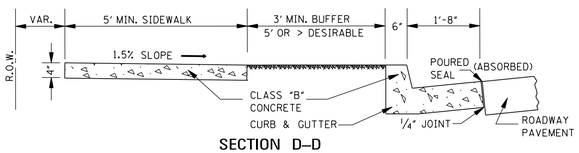
SECTION A–A



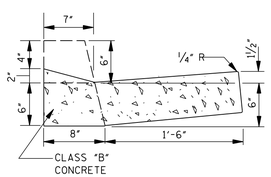
SECTION B–B



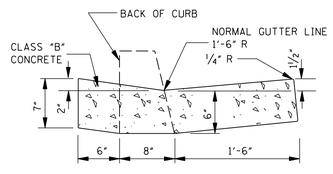
SECTION C–C



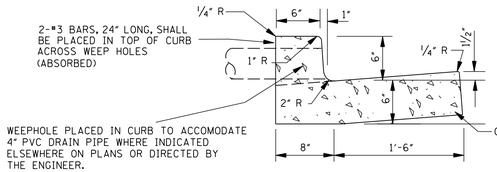
SECTION D–D



SECTION E–E

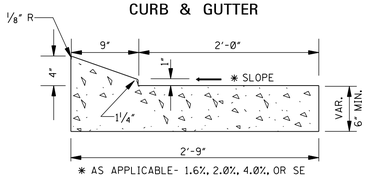


DETAIL OF VALLEY GUTTER



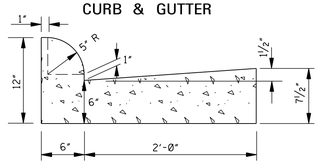
TYPE "1"

DETAIL OF COMBINATION CURB & GUTTER



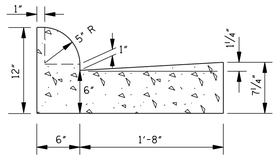
TYPE "2"

DETAIL OF COMBINATION CURB & GUTTER



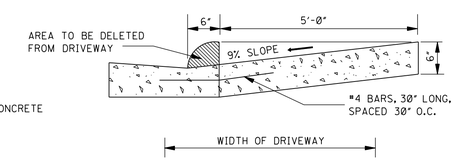
TYPE "3A"

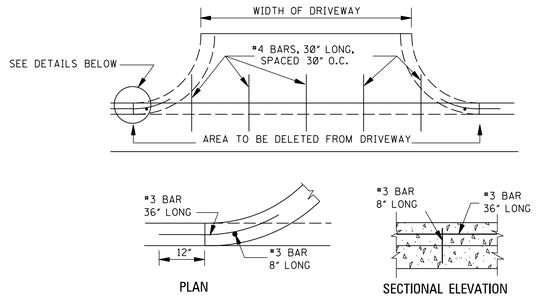
DETAIL OF COMBINATION CURB & GUTTER



TYPE "3B"

DETAIL OF COMBINATION CURB & GUTTER





PERMISSIBLE DRIVEWAY CONSTRUCTION METHOD FOR SLIP–FORM PLACEMENT OF CURB & GUTTER

GENERAL NOTES:

1. TRAVERSE CONTRACTION JOINTS ARE REQUIRED AT 20' ON CENTER FOR ALL CONCRETE DRIVEWAYS THAT EXTEND PAST THE END OF THE CURB RETURN. A ½" WIDE EXPANSION JOINT IS REQUIRED AT THE END OF THE CURB RETURN AND AT 60' ON CENTER THROUGHOUT THE LENGTH OF THE DRIVEWAY. A LONGITUDINAL CONTRACTION JOINT IS REQUIRED FOR ALL DRIVEWAYS EXCEEDING 20' IN WIDTH.
2. SEE WK. NOS. CR-1, CR-2, CR-3 & CR-4 FOR DETAILS OF CURB-CUT RAMPS.
3. MAXIMUM 2% CROSS-SLOPE ON SIDEWALKS.

REVISION	BY	DATE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

DRIVEWAYS, CURB & GUTTER, & SIDEWALK

MDOT MISSISSIPPI DEPARTMENT OF TRANSPORTATION

WORKING NUMBER SD-1

ISSUE DATE: AUGUST 01, 2017

SHEET NUMBER 6419

Memorandum

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

From: **Kermas Eaton, City Clerk**

cc:

Date: **Tuesday, July 7, 2026**

Re: **Approve claims docket or the period ending June 30, 2026.**
File Number: 2026-542
Minute Book #

Summary
Approve claims docket or the period ending June 30, 2026.

Recommendation Statement
I recommend approval of this item.

Please place this on the July 7, 2026 City Council meeting for consideration.

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/9 TO 2026/9

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001000		BALANCE SHEET								
001000	0520LB			D/F LIBRARY						
002158	AT&T	M8183270010594 6/26	0	2026 9	INV	P	244.74	063026	315649	LONG DISTANCE SERVI
				ACCOUNT TOTAL			244.74			
001000	060100			GAS/LUBRICANT-CITY BARN						
049752	PIGOTT OIL COMPANY	DR-9144-260610143744	2603427	2026 9	INV	P	17,926.32	063026	315794	GAS & DIESEL/FUEL S
049752	PIGOTT OIL COMPANY	DR-9144-26061014392	2603427	2026 9	INV	P	11,162.34	063026	315794	GAS & DIESEL/FUEL S
							29,088.66			
050513	GPM EMPIRE-BULK FUEL	IN-0883794	2603524	2026 9	INV	P	17,149.31	063026	315720	GAS & DIESEL/FUEL S
050513	GPM EMPIRE-BULK FUEL	IN-0883795	2603524	2026 9	INV	P	8,345.96	063026	315720	GAS & DIESEL/FUEL S
050513	GPM EMPIRE-BULK FUEL	IN-299727	0	2026 9	INV	P	10,823.12	063026	315720	GAS & DIESEL/FUEL S
							36,318.39			
				ACCOUNT TOTAL			65,407.05			
001000	126100			BONDS PENDING						
052448	RUNNELS, JON E	6/23/26	0	2026 9	INV	P	1,701.75	063026	315810	REFUND BOND - J C R
				ACCOUNT TOTAL			1,701.75			
				ORG 001000 TOTAL			67,353.54			
001001		REVENUES								
001001	332000			POLICE FINES						
004271	SOUTHERN FINANCIAL S	CMCHAT2 5/6/26	0	2026 9	INV	P	44.85	063026	315824	POLICE FINES COLLEC
004271	SOUTHERN FINANCIAL S	CMCHAT3 5/6/26	0	2026 9	INV	P	2,806.82	063026	315823	POLICE FINES COLLEC
004271	SOUTHERN FINANCIAL S	CMCHAT3 6/5/26	0	2026 9	INV	P	3,136.66	063026	315822	POLICE FINES COLLEC
							5,988.33			
				ACCOUNT TOTAL			5,988.33			
				ORG 001001 TOTAL			5,988.33			
001003		CITY COUNCIL								
001003	601000			AUDITING AND ACCOUNTING						
004442	TMH	252635	0	2026 9	INV	P	30,500.00	063026	315853	6TH INTERIM BILLING
				ACCOUNT TOTAL			30,500.00			
001003	606000			TELEPHONE AND TELEGRAPH						
051742	C SPIRE - CELL PHONE	3001031910 MAY 2026	0	2026 9	INV	P	68.96	063026	315667	SC# 382C SPIRE BILL
				ACCOUNT TOTAL			68.96			
001003	611002			TRAVEL EXP-WARD 2						
051663	ERIC BONEY	REIMBURSE_OT#11337EB	0	2026 9	INV	P	110.20	063026	315707	COUNCIL-EBONEY_06-1

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/9 TO 2026/9

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL		110.20			
001003	611004			TRAVEL EXP-WARD 4						
047719	WARE, DAVE	REIMBURSE_OT#11372DW	0	2026 9	INV	P	3,262.75	063026	315865	COUNCIL-DWARE_06-17
					ACCOUNT TOTAL		3,262.75			
				ORG 001003	TOTAL		33,941.91			
001015			CITY COURT							
001015	500300			PAPER						
003810	OFFICE PRODUCTS PLUS	1125979	2603349	2026 9	INV	P	291.54	063026	315788	COURT PAPER ORDER F
					ACCOUNT TOTAL		291.54			
001015	501000			OTHER EXPENDABLE OFF.SPL						
003810	OFFICE PRODUCTS PLUS	1123880	2602974	2026 9	INV	P	419.32	063026	315788	COURT OFFICE SUPPLI
003810	OFFICE PRODUCTS PLUS	1126049	2603350	2026 9	INV	P	118.04	063026	315788	COURT OFFICE SUPPLI
							537.36			
					ACCOUNT TOTAL		537.36			
001015	502000			MINOR OFFICE EQUIP/FURN.						
003810	OFFICE PRODUCTS PLUS	1123743	2602954	2026 9	INV	P	98.43	063026	315788	ADDITIONAL COURT OF
					ACCOUNT TOTAL		98.43			
001015	510000			CLEANING/JANITORIAL SPLY						
003810	OFFICE PRODUCTS PLUS	1109051-1	2600636	2026 9	INV	P	66.59	063026	315788	COURT CLEANING SUPP
003810	OFFICE PRODUCTS PLUS	1123742	2602952	2026 9	INV	P	495.16	063026	315788	COURT CLEANING SUPP
003810	OFFICE PRODUCTS PLUS	1125886	2603329	2026 9	INV	P	242.51	063026	315788	COURT CLEANING SUPP
							804.26			
					ACCOUNT TOTAL		804.26			
001015	604900			OTHER PROFESSIONAL SERV.						
002564	COURT PROGRAMS INC	1158	0	2026 9	INV	P	7,517.00	063026	315690	COURT ANKLE MONI MB
047011	JANI-KING OF SOUTH E	SEM06260061	2603307	2026 9	INV	P	1,090.00	063026	315738	COURT TWO QUOTE CLE
					ACCOUNT TOTAL		8,607.00			
001015	606000			TELEPHONE AND TELEGRAPH						
051742	C SPIRE - CELL PHONE	3001031910 MAY 2026	0	2026 9	INV	P	261.03	063026	315667	SC# 382C SPIRE BILL
					ACCOUNT TOTAL		261.03			
				ORG 001015	TOTAL		10,599.62			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/9 TO 2026/9

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001020			MAYOR/ADMIN.							
001020	535500			WEARING APPAREL						
003216	J M H GRAPHICS	50329	2603462	2026 9	INV	P	260.00	063026	315737	APPAREL FOR ADMIN
				ACCOUNT TOTAL			260.00			
001020	604900			OTHER PROFESSIONAL SERV.						
003707	MS STATE/DEPT OF HEA	26-140995	0	2026 9	INV	P	210.00	063026	315783	2026 BOILER INSPECT
				ACCOUNT TOTAL			210.00			
001020	606000			TELEPHONE AND TELEGRAPH						
051742	C SPIRE - CELL PHONE	3001031910 MAY 2026	0	2026 9	INV	P	234.59	063026	315667	SC# 382C SPIRE BILL
				ACCOUNT TOTAL			234.59			
				ORG 001020 TOTAL			704.59			
001040			MUNICIPAL CLERK							
001040	501000			OTHER EXPENDABLE OFF.SPL						
004484	U P S STORE, THE (HA	5312026	0	2026 9	INV	P	51.58	063026	315858	SHIPPING PITNEY BOW
				ACCOUNT TOTAL			51.58			
001040	615000			ADVERTISING						
003141	HUB CITY SPOKES	107392	0	2026 9	INV	P	346.92	063026	315729	LEGAL NOTICES 5.28.
003141	HUB CITY SPOKES	107523	0	2026 9	INV	P	1,163.04	063026	315729	5.21.2026 LEGAL NOT
003141	HUB CITY SPOKES	107533	0	2026 9	INV	P	68.88	063026	315729	6.11.2026 LEGLA NOT
							1,578.84			
				ACCOUNT TOTAL			1,578.84			
001040	641000			OFFICE EQUIPMENT RENT						
004057	RJ YOUNG COMPANY	7999363	0	2026 9	INV	P	171.42	063026	315807	RICOH IM C300F AAA1
004057	RJ YOUNG COMPANY	7999364	0	2026 9	INV	P	369.03	063026	315807	RICOH IM C300F AAA1
004057	RJ YOUNG COMPANY	8089476	0	2026 9	INV	P	66.83	063026	315807	RICOH IM C300F AAA1
004057	RJ YOUNG COMPANY	8089477	0	2026 9	INV	P	86.33	063026	315807	RICOH IM C300F AAA1
							693.61			
				ACCOUNT TOTAL			693.61			
				ORG 001040 TOTAL			2,324.03			
001045			PURCHASING DIV.							
001045	636500			OFFICE EQUIPMENT R&M						
002406	CANON FINANCIAL SERV	43327259	0	2026 9	INV	P	168.85	063026	315671	SC#8200085486 BW MT
				ACCOUNT TOTAL			168.85			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/9 TO 2026/9

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ORG 001045 TOTAL			168.85			
001080		HUMAN RESOURCES								
001080	636500			OFFICE EQUIPMENT R&M						
004050	RICOH CORP	41786079	0	2026 9	INV	P	185.85	063026	315806	MB#2021-250 HR COPI
				ACCOUNT TOTAL			185.85			
				ORG 001080 TOTAL			185.85			
001090		URBAN DEVELOPMT								
001090	606000			TELEPHONE AND TELEGRAPH						
051742	C SPIRE - CELL PHONE	3001031910 MAY 2026	0	2026 9	INV	P	79.79	063026	315667	SC# 382C SPIRE BILL
				ACCOUNT TOTAL			79.79			
001090	615000			ADVERTISING						
003141	HUB CITY SPOKES	107224	0	2026 9	INV	P	43.56	063026	315729	City of Hattiesburg
003141	HUB CITY SPOKES	107373	0	2026 9	INV	P	24.60	063026	315729	City of Hattiesburg
003141	HUB CITY SPOKES	107497	0	2026 9	INV	P	49.08	063026	315729	City of Hattiesburg
							117.24			
				ACCOUNT TOTAL			117.24			
				ORG 001090 TOTAL			197.03			
001091		INFO TECHNOLOGY								
001091	500300			PAPER						
004356	STRICKLAND PAPER COM	BH087741-00	2603513	2026 9	INV	P	523.76	063026	315842	PAPER SUPPLIES FOR
				ACCOUNT TOTAL			523.76			
001091	604900			OTHER PROFESSIONAL SERV.						
004482	TYLER TECHNOLGIES IN	CI100-00287446	0	2026 9	INV	P	38,652.92	063026	315857	ANNUAL FEES FOR CSS
				ACCOUNT TOTAL			38,652.92			
001091	606000			TELEPHONE AND TELEGRAPH						
051742	C SPIRE - CELL PHONE	3001031910 MAY 2026	0	2026 9	INV	P	90.62	063026	315667	SC# 382C SPIRE BILL
				ACCOUNT TOTAL			90.62			
001091	606800			NETWORK						
003912	PILEUM CORPORATION	P143138	0	2026 9	INV	P	4,536.25	063026	315795	BILLABLE TIME - IT
				ACCOUNT TOTAL			4,536.25			
001091	636500			OFFICE EQUIPMENT R&M						
002158	AT&T	0591 6.8.26	0	2026 9	INV	P	47.00	063026	315647	INTERACT SUPPORT -
002158	AT&T	0598 6.8.26	0	2026 9	INV	P	6,790.00	063026	315647	INTERACT SUPPORT -

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/9 TO 2026/9

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
							6,837.00			
003342	KRONOS INCORPORATED	I10010081788	0	2026 9	INV	P	5,827.50	063026	315749	KRONOS RENEWAL - IT
003583	METRIX SOLUTIONS	M142705	0	2026 9	INV	P	2,384.20	063026	315762	OFFICE 365 LICENSES
003583	METRIX SOLUTIONS	M143451	0	2026 9	INV	P	18.00	063026	315762	DUO MSP - DUO MFA M
							2,402.20			
004050	RICOH CORP	5073443190	0	2026 9	INV	P	141.81	063026	315806	CHARGES FOR PRODUCT
				ACCOUNT TOTAL			15,208.51			
				ORG 001091 TOTAL			59,012.06			
001092			GEN.GOVT.BLDG							
001092	561000			PLUMBING SUPPLIES						
003543	MCELHANEY PLUMBING I	320990	2603420	2026 9	INV	P	29.95	063026	315760	CITY HALL 1ST FLOOR
003543	MCELHANEY PLUMBING I	321088	2603451	2026 9	INV	P	134.95	063026	315760	CITY HALL- CODE ENF
							164.90			
				ACCOUNT TOTAL			164.90			
001092	635000			BUILDING R&M						
002100	AMERICAN AIR SPECIAL	132149	2601999	2026 9	INV	P	483.83	063026	315645	SERVICE CALL FOR DR
003341	KONE INC	871900571-2	0	2026 9	INV	P	3,042.84	063026	315748	ELEVATOR SRVC CITY
				ACCOUNT TOTAL			3,526.67			
001092	638000			FIXED EQUIPMENT R&M						
004176	SHERWIN-WILLIAMS COM	31754-03-06-2026	0	2026 9	INV	P	59.95	063026	315817	ADDITONAL PAINT INC
004256	SOLAR SUPPLY INC	3402666	2603493	2026 9	INV	P	52.92	063026	315821	AIR FILTERS CITY HA
				ACCOUNT TOTAL			112.87			
001092	644900			OTHER RENT						
002720	EDWARDS PROPERTY MGM	FILE 2024 7/26	0	2026 9	INV	P	1,419.00	063026	315700	DRIVERS LICENSE REN
				ACCOUNT TOTAL			1,419.00			
				ORG 001092 TOTAL			5,223.44			
001093			INTERMODAL FAC O&M							
001093	510000			CLEANING/JANITORIAL SPLY						
004634	WHEELER'S JANITORIAL	2904	2602982	2026 9	INV	P	859.35	063026	315871	JANITORIAL SUPPLIES
050811	IMPERIAL DADE	42142377	2603549	2026 9	INV	P	720.08	063026	315732	JANITORIAL SUPPLIES

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/9 TO 2026/9

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL			1,579.43			
001093	546000			MINOR EQUIPMENT						
002714	ECONOMY SUPPLY CO	165646	2603390	2026 9	INV	P	152.00	063026	315699	MATERIAL TO REPAIR
				ACCOUNT TOTAL			152.00			
001093	561000			PLUMBING SUPPLIES						
003543	MCELHANEY PLUMBING I	321207	2603532	2026 9	INV	P	283.75	063026	315760	TRAIN DEPOT BATHROO
				ACCOUNT TOTAL			283.75			
				ORG 001093 TOTAL			2,015.18			
001095			G/G INS.OTH SER							
001095	602500			LEGAL						
002327	BROADDUS & ASSOCIATE	44111-15	0	2026 9	INV	P	10,530.00	063026	315660	FIRE STATION ARBITR
				ACCOUNT TOTAL			10,530.00			
001095	602700			MEDICAL						
002856	FORREST GENERAL HOSP	EAP331-053126	0	2026 9	INV	P	1,785.00	063026	315713	EMPLOYEE ASSISTANCE
				ACCOUNT TOTAL			1,785.00			
001095	604900			OTHER PROFESSIONAL SERV.						
002327	BROADDUS & ASSOCIATE	4102-42	0	2026 9	INV	P	457.50	063026	315660	CONSULT PROJ HBURG
002327	BROADDUS & ASSOCIATE	4103-71	0	2026 9	INV	P	16,895.00	063026	315660	MB# 2024-376 CONSUL
							17,352.50			
002523	COMCAST CABLEVISION	JUN 15/JUL 14 2026	0	2026 9	INV	P	305.48	063026	315685	COMCAST BUSINESS- C
052419	TENNESSEE VALLEY	3225	0	2026 9	INV	P	11,490.52	063026	315846	HISTORIC CONTEXT NR
				ACCOUNT TOTAL			29,148.50			
001095	606000			TELEPHONE AND TELEGRAPH						
002158	AT&T	L2026- 06.04.2026	0	2026 9	INV	P	155.16	063026	315647	AT&T, BLUE LIGHTS L
002158	AT&T	L2026-06.13.26	0	2026 9	INV	P	106.56	063026	315647	AT&T BLUE LIGHTS ON
002158	AT&T	M8183270010594 6/26	0	2026 9	INV	P	4,553.47	063026	315649	LONG DISTANCE SERVI
							4,815.19			
				ACCOUNT TOTAL			4,815.19			
001095	607000			POSTAGE						
003929	PITNEY BOWES LEASE	3322630331	0	2026 9	INV	P	1,157.13	063026	315797	LEASE PITNEY BOWES
				ACCOUNT TOTAL			1,157.13			
001095	625000			FIRE & EXTENDED COVERAGE						

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/9 TO 2026/9

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
004307	SOUTHGROUP (HATTIESB	281418	0	2026 9	INV	P	208,136.86	063026	315835	RNWL PROP CA3P00596
004307	SOUTHGROUP (HATTIESB	281419	0	2026 9	INV	P	208,136.86	063026	315835	RNWL PROP D3565B260
004307	SOUTHGROUP (HATTIESB	281420	0	2026 9	INV	P	84,084.00	063026	315835	RNWL PROP LHD958508
004307	SOUTHGROUP (HATTIESB	281421	0	2026 9	INV	P	84,285.63	063026	315835	RNWL PROP LHD 95854
004307	SOUTHGROUP (HATTIESB	281422	0	2026 9	INV	P	76,177.53	063026	315835	RNWL PROP PLCY 0010
004307	SOUTHGROUP (HATTIESB	281423	0	2026 9	INV	P	61,604.40	063026	315835	RNWL PROP ENPCP-129
004307	SOUTHGROUP (HATTIESB	281424	0	2026 9	INV	P	42,009.83	063026	315835	RNWL PROP B1230AP00
004307	SOUTHGROUP (HATTIESB	281425	0	2026 9	INV	P	23,721.56	063026	315835	RNWL COM TERR UTS25
004307	SOUTHGROUP (HATTIESB	281426	0	2026 9	INV	P	16,376.00	063026	315835	RNWL BOILER MCHNRY
							804,532.67			
				ACCOUNT TOTAL			804,532.67			
001095	627000			SURETY AND FORGERY BONDS						
004307	SOUTHGROUP (HATTIESB	281090	0	2026 9	INV	P	100.00	063026	315835	BLANKET POSITION -
				ACCOUNT TOTAL			100.00			
001095	699900			SERVICES NOT SPECIFIED						
048966	MARTINEZ DAVID J	276	0	2026 9	INV	P	5,600.00	063026	315757	WEEKLY MAINTENANCE-
				ACCOUNT TOTAL			5,600.00			
				ORG 001095 TOTAL			857,668.49			
001100			POLICE/PUB.SFTY							
001100	501000			OTHER EXPENDABLE OFF.SPL						
048766	OFFICE DEPOT	471636575001	2603338	2026 9	INV	P	33.22	063026	315787	OFFICE SUPPLIES FOR
048766	OFFICE DEPOT	4716636340001	2603338	2026 9	INV	P	118.05	063026	315787	OFFICE SUPPLIES FOR
							151.27			
				ACCOUNT TOTAL			151.27			
001100	505000			SUBSCRIPTIONS,MAGS,MAPS						
003189	CALIBER PUBLIC SAFET	CPSMN0007612	0	2026 9	INV	P	3,126.27	063026	315669	SOFTWARE LICENSE OC
				ACCOUNT TOTAL			3,126.27			
001100	508000			COMPUTER SUPPLIES						
002385	C SPIRE BUSINESS	C033958742	0	2026 9	INV	P	999.00	063026	315668	IPAD FOR PIO
				ACCOUNT TOTAL			999.00			
001100	510000			CLEANING/JANITORIAL SPLY						
002471	CINTAS CORPORATION #	4271591965	0	2026 9	INV	P	60.68	063026	315679	MAT RENTALS FOR PUB
002471	CINTAS CORPORATION #	4272344386	0	2026 9	INV	P	95.65	063026	315679	MAT RENTALS FOR PUB
002471	CINTAS CORPORATION #	4273091805	0	2026 9	INV	P	60.68	063026	315679	MAT RENTALS FOR PUB
							217.01			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/9 TO 2026/9

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
003810	OFFICE PRODUCTS PLUS	1125929-1	2603337	2026 9	INV	P	90.46	063026	315788	SUPPLIES FOR STOCK
003810	OFFICE PRODUCTS PLUS	1125929-2	2603337	2026 9	INV	P	34.57	063026	315788	SUPPLIES FOR STOCK
							125.03			
				ACCOUNT TOTAL			342.04			
001100 535000				UNIFORMS, BADGES, ETC.						
003588	MID SOUTH UNIFORM &	667929	2602815	2026 9	INV	P	499.99	063026	315764	VEST CLASS#45/ DEAR
003698	MS POLICE SUPPLY CO	I-7876	2602664	2026 9	INV	P	3,732.90	063026	315768	DUTY BELTS/INNER/OU
				ACCOUNT TOTAL			4,232.89			
001100 535500				WEARING APPAREL						
002769	EXPRESS PRESS	63978	2602985	2026 9	INV	P	1,024.56	063026	315709	POLOS FOR STOCK GOL
002879	GALL'S LLC	035413567	2603535	2026 9	INV	P	498.20	063026	315714	CLOTHING ALLOWANCE
003588	MID SOUTH UNIFORM &	667004	2602702	2026 9	INV	P	4,513.29	063026	315764	PANTS FOR STOCK
				ACCOUNT TOTAL			6,036.05			
001100 546000				MINOR EQUIPMENT						
002769	EXPRESS PRESS	63993	2603258	2026 9	INV	P	1,902.60	063026	315709	SHIRTS FOR DISPATCH
002879	GALL'S LLC	035306703	2603353	2026 9	INV	P	669.95	063026	315714	SUPPLIES FOR STOCK
003119	HOMETOWN PUBLISHING,	11446	2602372	2026 9	INV	P	630.00	063026	315726	CHALLENGE COINS FOR
003810	OFFICE PRODUCTS PLUS	1125929-1	2603337	2026 9	INV	P	62.22	063026	315788	SUPPLIES FOR STOCK
003810	OFFICE PRODUCTS PLUS	1125929-3	2603337	2026 9	INV	P	31.11	063026	315788	SUPPLIES FOR STOCK
							93.33			
				ACCOUNT TOTAL			3,295.88			
001100 570000				MTR VEHICLE REP. PTS/SPL						
002060	ADVANCE AUTO PARTS	5604608672885	2602363	2026 9	INV	P	600.52	063026	315639	PARTS FOR UNIT#1970
002060	ADVANCE AUTO PARTS	5604614173796	2603128	2026 9	INV	P	779.96	063026	315639	PARTS FOR STOCK FOR
002060	ADVANCE AUTO PARTS	5604616374112	2603450	2026 9	INV	P	1,129.11	063026	315639	PARTS FOR UNITS 217
002060	ADVANCE AUTO PARTS	5604616374123	2603469	2026 9	INV	P	1,000.75	063026	315639	PARTS FOR UNITS 211
002060	ADVANCE AUTO PARTS	5604616674141	2603495	2026 9	INV	P	303.94	063026	315639	PARTS FOR UNIT#2214
002060	ADVANCE AUTO PARTS	56046177074212	2603573	2026 9	INV	P	494.00	063026	315639	AUTEL SCANNER SUBSC
							4,308.28			
002471	CINTAS CORPORATION #	4271714570	0	2026 9	INV	P	105.53	063026	315678	SUPPLIES FOR SER. C
002471	CINTAS CORPORATION #	4272490623	0	2026 9	INV	P	41.98	063026	315679	SUPPLIES FOR SER. C
							147.51			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/9 TO 2026/9

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
003915	PINE BELT CDJR, INC	108604	2603101	2026 9	INV	P	247.00	063026	315796	PARTS FOR STOCK QUO
004514	UNIVERSITY TIRE & SE	INV272272	2603567	2026 9	INV	P	2,268.00	063026	315861	TIRES FOR STOCK
051212	GULF COAST OIL	141458	2603496	2026 9	INV	P	203.95	063026	315723	ANTIFREEZE FOR SERV
051212	GULF COAST OIL	141459	2603497	2026 9	INV	P	472.71	063026	315723	SUPPLIES FOR SHOP Q
							676.66			
				ACCOUNT TOTAL			7,647.45			
001100	602700			MEDICAL						
002855	FORREST GENERAL HOSP	5032026	0	2026 9	INV	P	44.77	063026	315712	POST ACC. T.CONE AC
				ACCOUNT TOTAL			44.77			
001100	604900			OTHER PROFESSIONAL SERV.						
002037	AB SUPPORT SERVICES	HPD017	2601939	2026 9	INV	P	2,165.00	063026	315637	CLEANING SAFETY COM
002522	COMCAST	06222026.07212026	0	2026 9	INV	P	121.66	063026	315684	CONVERTER BOX LEASE
002610	D P S CRIME LAB	90175674	0	2026 9	INV	P	900.00	063026	315693	ANALYTICAL FEES JUN
002905	GILLILANDS ELECTRONI	20210	0	2026 9	INV	P	219.95	063026	315717	REPLACED DISPLAY AD
002905	GILLILANDS ELECTRONI	20264	0	2026 9	INV	P	600.00	063026	315717	YEARLY FIRE ALARM M
002905	GILLILANDS ELECTRONI	20816	0	2026 9	INV	P	144.00	063026	315717	YEARLY PDK CLOUD AC
							963.95			
003707	MS STATE/DEPT OF HEA	26-140995	0	2026 9	INV	P	270.00	063026	315783	2026 BOILER INSPECT
047101	MOTOROLA SOLUTIONS	1411250204	0	2026 9	INV	P	22,425.00	063026	315766	BODY CAMERA ANNUAL
				ACCOUNT TOTAL			26,845.61			
001100	606000			TELEPHONE AND TELEGRAPH						
002158	AT&T	0563149329001 6/15	0	2026 9	INV	P	51.39	063026	315650	POLICE DISPATCH
002158	AT&T	54549101030591 6/26	0	2026 9	INV	P	206.68	063026	315648	POLICE DISPATCH
002158	AT&T	T2026- 8-JUN	0	2026 9	INV	P	76.00	063026	315647	AT&T, ACCT# 601 M26
							334.07			
				ACCOUNT TOTAL			334.07			
001100	611000			TRAVEL EXPENSE						
047752	JORDAN, EBONY	11376OT	0	2026 9	INV	P	1,629.76	063026	315743	TRAVEL ADVANCE FOR
050523	TONY FONTAINE	11268OTR	0	2026 9	INV	P	127.41	063026	315854	TRAVEL REIMBURSEMEN
				ACCOUNT TOTAL			1,757.17			
001100	612000			FREIGHT						

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/9 TO 2026/9

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002879	GALL'S LLC	035306703	2603353	2026 9	INV	P	73.55	063026	315714	SUPPLIES FOR STOCK
002879	GALL'S LLC	035413567	2603535	2026 9	INV	P	92.35	063026	315714	CLOTHING ALLOWANCE
							165.90			
004505	UNITED PARCEL SERVIC	00008E1Y15206	0	2026 9	INV	P	30.00	063026	315860	SHIPPING FEES
004505	UNITED PARCEL SERVIC	00008E1Y15236	0	2026 9	INV	P	7.97	063026	315860	SHIPPING FEES
004505	UNITED PARCEL SERVIC	00008E1Y15246	0	2026 9	INV	P	30.00	063026	315860	SHIPPING FEES
							67.97			
				ACCOUNT TOTAL			233.87			
001100	630000			GAS						
004321	SPIRE	G2026- 9-JUN	0	2026 9	INV	P	2,443.59	063026	315839	SPIRE-VARIOUS DEPTS
				ACCOUNT TOTAL			2,443.59			
001100	635000			BUILDING R&M						
002672	DOLEAC ELECTRIC CO I	PSCX4	2602822	2026 9	INV	P	250.00	063026	315698	REPAIRS TO GENERATO
003341	KONE INC	871900571-3	0	2026 9	INV	P	4,143.00	063026	315748	ANNUAL ELEVATOR MAI
003341	KONE INC	871900571-4	0	2026 9	INV	P	4,143.00	063026	315748	ANNUAL ELEVATOR MAI
							8,286.00			
				ACCOUNT TOTAL			8,536.00			
001100	636500			OFFICE EQUIPMENT R&M						
003169	IDEMIA IDENTITY & SE	189916	2603553	2026 9	INV	P	4,848.00	063026	315731	FINGERPINT MACHINE
				ACCOUNT TOTAL			4,848.00			
001100	638400			MOTOR VEHICLE EQ. R&M						
002169	AUTOMOTIVE GLASS SPE	I271010	2602778	2026 9	INV	P	355.00	063026	315651	REPLACE WINDOW IN U
003861	PATTERSON AUTO ELECT	83249	2603641	2026 9	INV	P	250.00	063026	315791	REPAIRS TO UNIT#183
003861	PATTERSON AUTO ELECT	83262	2603640	2026 9	INV	P	511.94	063026	315791	REPAIRS TO UNIT#167
003861	PATTERSON AUTO ELECT	83312	2603560	2026 9	INV	P	625.00	063026	315791	REPAIRS TO UNIT# 18
003861	PATTERSON AUTO ELECT	83346	2603468	2026 9	INV	P	657.98	063026	315791	REPAIRS TO UNIT#197
							2,044.92			
047725	HI-FI CRUISIN	136989	0	2026 9	INV	P	200.00	063026	315725	INSTALL FOR UNIT#21
				ACCOUNT TOTAL			2,599.92			
001100	641000			OFFICE EQUIPMENT RENT						
004057	RJ YOUNG COMPANY	INV8106955	0	2026 9	INV	P	548.11	063026	315807	MINUTE BOOK#2024-96
				ACCOUNT TOTAL			548.11			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/9 TO 2026/9

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001100	684000						DUES AND MEMBERSHIPS			
051605	INTERNATIONAL ASSOCI	28113	0	2026 9	INV	P	25.00	063026	315735	MEMBERSHIP RENEWAL
					ACCOUNT TOTAL		25.00			
				ORG 001100	TOTAL		74,046.96			
001131			JOINT P&F TRNG.							
001131	508000						COMPUTER SUPPLIES			
004057	RJ YOUNG COMPANY	INV8105362	0	2026 9	INV	P	229.51	063026	315807	ACADEMY COPIER / C-
					ACCOUNT TOTAL		229.51			
001131	561000						PLUMBING SUPPLIES			
049584	BILLS PLUMBING	49392	0	2026 9	INV	P	2,011.80	063026	315655	REPAIRS TO 3 BATHRO
					ACCOUNT TOTAL		2,011.80			
001131	6110FR						TRAVEL - FIRE			
052336	THOMAS SCOGGIN	SCOGGIN/11370	0	2026 9	INV	P	204.00	063026	315850	TRAVEL TO PEARL FOR
052418	CASEY BRUGE	BURGE/11371	0	2026 9	INV	P	204.00	063026	315674	BURGE TRAVEL FOR RO
					ACCOUNT TOTAL		408.00			
				ORG 001131	TOTAL		2,649.31			
001160			FIRE DIVISION							
001160	501000						OTHER EXPENDABLE OFF.SPL			
050056	AMAZON CAPITAL	1JL1-LQH1-6RWY	2603527	2026 9	INV	P	150.96	063026	315644	HFD OFFICE & SHOP S
					ACCOUNT TOTAL		150.96			
001160	507000						BOOKS			
003180	INDUSTRIAL ORGANIZAT	C65976A	0	2026 9	INV	P	80.00	063026	315733	HFD STUDY GUIDE FOR
					ACCOUNT TOTAL		80.00			
001160	510000						CLEANING/JANITORIAL SPLY			
002471	CINTAS CORPORATION #	4271714484	0	2026 9	INV	P	6.80	063026	315680	HFD MECHANIC SHOP C
002471	CINTAS CORPORATION #	4273232719	0	2026 9	INV	P	59.29	063026	315679	HFD MECHANIC SHOP C
							66.09			
					ACCOUNT TOTAL		66.09			
001160	535000						UNIFORMS, BADGES, ETC.			
052127	GLITZ N GLAM 601	000665	0	2026 9	INV	P	240.00	063026	315718	HFD UNIFORM EMBROID
					ACCOUNT TOTAL		240.00			
001160	560000						BUILDING MATERIALS & SPLY			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/9 TO 2026/9

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002256	BILL'S PLUMBING CO	49382	0	2026 9	INV	P	360.00	063026	315654	HFD STATION 9 WATER
002714	ECONOMY SUPPLY CO	166109	2603556	2026 9	INV	P	24.00	063026	315699	HFD ADMIN OFFICE RE
004256	SOLAR SUPPLY INC	3402665	2603492	2026 9	INV	P	207.79	063026	315821	HFD ADMIN OFFICE RE
004272	SOUTHERN FIRE & SPRI	26-19994	0	2026 9	INV	P	400.00	063026	315825	HFD STATION 9 ALARM
				ACCOUNT TOTAL			991.79			
001160	560500			ELECTRICAL SUPPLIES						
002672	DOLEAC ELECTRIC CO I	H31171	0	2026 9	INV	P	250.00	063026	315698	HFD STATION 4 LOCAT
				ACCOUNT TOTAL			250.00			
001160	561000			PLUMBING SUPPLIES						
002256	BILL'S PLUMBING CO	49352	0	2026 9	INV	P	180.00	063026	315654	HFD STATION 6 PLUMB
				ACCOUNT TOTAL			180.00			
001160	565000			PAINT AND PAINTING SPLY.						
004176	SHERWIN-WILLIAMS COM	70455110190626	2603489	2026 9	INV	P	1,266.33	063026	315817	HFD STATION 4 MAINT
				ACCOUNT TOTAL			1,266.33			
001160	570000			MTR VEHICLE REP. PTS/SPL						
002738	EMPIRE TRUCK SALES	CE006244866:01	2601655	2026 9	INV	P	418.71	063026	315703	HFD ENGINE 3 UNIT #
002738	EMPIRE TRUCK SALES	CE006245111:01	2601751	2026 9	INV	P	505.18	063026	315703	HFD ENGINE 6 UNIT #
002738	EMPIRE TRUCK SALES	CE006245258:01	2601805	2026 9	INV	P	103.75	063026	315703	HFD ENGINE 6 UNIT #
							1,027.64			
004368	SUNBELT FIRE INC	00040841	2603455	2026 9	INV	P	132.44	063026	315843	HFD ENGINE 4 UNIT #
048827	CARQUEST	015634	0	2026 9	INV	P	100.25	063026	315672	HFD ENGINE 4 UNIT #
				ACCOUNT TOTAL			1,260.33			
001160	599000			OTHER REPAIR/MAINT. SPL.						
002304	BRACKMAN MOWER WAREH	83137	2602843	2026 9	INV	P	169.88	063026	315658	HFD STATIONS LAWN M
003615	JOHN DEERE FINANCIAL	P27049	2603412	2026 9	INV	P	68.76	063026	315741	HFD STATION 5 LAWNM
				ACCOUNT TOTAL			238.64			
001160	606000			TELEPHONE AND TELEGRAPH						
051742	C SPIRE - CELL PHONE	3001031910 MAY 2026	0	2026 9	INV	P	2,657.52	063026	315667	SC# 382C SPIRE BILL
				ACCOUNT TOTAL			2,657.52			
001160	612000			FREIGHT						
002733	EMERGENCY EQUIPMENT	530421	2603295	2026 9	INV	P	26.56	063026	315702	HFD RESERVE RESCUE

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/9 TO 2026/9

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002738	EMPIRE TRUCK SALES	CE006245111:01	2601751	2026 9	INV	P	9.69	063026	315703	HFD ENGINE 6 UNIT #
004368	SUNBELT FIRE INC	00040841	2603455	2026 9	INV	P	28.00	063026	315843	HFD ENGINE 4 UNIT #
049645	DELTA FIRE & SAFETY	INVLA26-1309	2603561	2026 9	INV	P	75.00	063026	315696	HFD LADDER 6 UNIT #
				ACCOUNT TOTAL			139.25			
001160 630000				GAS						
004321	SPIRE	G2026- 9-JUN	0	2026 9	INV	P	58.86	063026	315839	SPIRE-VARIOUS DEPTS
004321	SPIRE	G2026-JUNE 9	0	2026 9	INV	P	137.16	063026	315839	SPIRE(WILLMUT GAS)
							196.02			
				ACCOUNT TOTAL			196.02			
001160 630500				ELECTRICITY						
003700	MS POWER COMPANY	E2026-06.14.26	0	2026 9	INV	P	385.37	063026	315776	MISSISSIPPI POWER-1
004282	SOUTHERN PINE ELECTR	E2026-06.17.26	0	2026 9	INV	P	60.87	063026	315829	SOUTHERN PINE ELECT
				ACCOUNT TOTAL			446.24			
001160 635500				ELECTRICAL R&M						
003543	MCELHANEY PLUMBING I	321266	2603544	2026 9	INV	P	46.90	063026	315760	HFD ADMIN OFFICE RE
				ACCOUNT TOTAL			46.90			
001160 635700				PLUMBING EQUIPMENT R&M						
003543	MCELHANEY PLUMBING I	320871	2603324	2026 9	INV	P	38.83	063026	315760	HFD STATION 5 PLUMB
				ACCOUNT TOTAL			38.83			
001160 638200				MINOR EQUIPMENT R&M						
002083	ALLBRITTON CHAIN SAW	113159	2600513	2026 9	INV	P	158.71	063026	315641	HFD MAINTENANCE SUP
				ACCOUNT TOTAL			158.71			
001160 638700				AGRICULTURAL EQ. R&M						
002083	ALLBRITTON CHAIN SAW	114590	2602120	2026 9	INV	P	212.58	063026	315641	HFD LAWNMOWER SUPPL
				ACCOUNT TOTAL			212.58			
001160 639400				DISINFECT./EXTERMINATION						
003040	HAVARD PEST CONTROL	2680889	0	2026 9	INV	P	75.00	063026	315724	HAVARD PEST CONTROL
				ACCOUNT TOTAL			75.00			
001160 639800				TOW IN CHARGES						
003253	JOHNNY'S WRECKER SER	51376	0	2026 9	INV	P	500.00	063026	315742	HFD RESERVE LADDER

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YEAR/PERIOD: 2026/9 TO 2026/9

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL			500.00			
001160	639900			OTHER REPAIRS AND MAINT.						
003615	JOHN DEERE FINANCIAL	P27049	2603412	2026 9	INV	P	.57	063026	315741	HFD STATION 5 LAWNM
003707	MS STATE/DEPT OF HEA	26-140995	0	2026 9	INV	P	30.00	063026	315783	2026 BOILER INSPECT
				ACCOUNT TOTAL			30.57			
001160	641000			OFFICE EQUIPMENT RENT						
004050	RICOH CORP	41785973	0	2026 9	INV	P	205.35	063026	315806	HFD ADMIN OFFICE CO
				ACCOUNT TOTAL			205.35			
001160	642500			CYLINDER RENT						
002071	AIRGAS USA LLC (NORD	5524942985	0	2026 9	INV	P	87.01	063026	315640	HFD MEDICAL OXYGEN
004273	SOUTHERN GAS & SUPPL	0040193271	0	2026 9	INV	P	109.70	063026	315826	HFD MEDICAL OXYGEN
				ACCOUNT TOTAL			196.71			
				ORG 001160 TOTAL			9,627.82			
001180			LAND DEVEL.ADM.							
001180	500300			PAPER						
004328	STAPLES	6066534571	2603523	2026 9	INV	P	177.11	063026	315841	OFFICE SUPPLIES - L
004356	STRICKLAND PAPER COM	BH087741-00	2603513	2026 9	INV	P	74.63	063026	315842	PAPER SUPPLIES FOR
004356	STRICKLAND PAPER COM	BH087741-01	2603513	2026 9	INV	P	173.06	063026	315842	PAPER SUPPLIES FOR
							247.69			
				ACCOUNT TOTAL			424.80			
001180	501000			OTHER EXPENDABLE OFF.SPL						
004328	STAPLES	6066534571	2603523	2026 9	INV	P	308.11	063026	315841	OFFICE SUPPLIES - L
004328	STAPLES	6066603008	2603523	2026 9	INV	P	13.89	063026	315841	OFFICE SUPPLIES - L
							322.00			
				ACCOUNT TOTAL			322.00			
001180	502000			MINOR OFFICE EQUIP/FURN.						
004328	STAPLES	6066009996	2603332	2026 9	INV	P	239.99	063026	315841	OFFICE CHAIR - CE O
				ACCOUNT TOTAL			239.99			
001180	601300			DEMOLITION						
003718	MSP ENTERPRISES, LLC	062526-0	0	2026 9	INV	P	6,256.67	063026	315784	DEMO - 814 GRACE AV
003718	MSP ENTERPRISES, LLC	062526-1	0	2026 9	INV	P	524.97	063026	315784	FOLLOWUP - 1013 DEA
003718	MSP ENTERPRISES, LLC	062526-2	0	2026 9	INV	P	1,002.39	063026	315784	FOLLOWUP - 1100 DEA

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ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
						7,784.03			
			ACCOUNT TOTAL			7,784.03			
001180 602300			ABSTRACTING & RECORDING						
002847 FORREST COUNTY CHANC	257	0	2026	9	INV P	442.00	063026	315711	RECORDING FEES FOR
002847 FORREST COUNTY CHANC	258	0	2026	9	INV P	323.00	063026	315711	RECORDING FEES FOR
						765.00			
047491 LAMAR COUNTY CHANCER	JUNE 2026	0	2026	9	INV P	26.00	063026	315751	FILING FEES - JUNE
047491 LAMAR COUNTY CHANCER	MAY 2026	0	2026	9	INV P	27.00	063026	315751	FILING FEES - MAY 2
						53.00			
			ACCOUNT TOTAL			818.00			
001180 604900			OTHER PROFESSIONAL SERV.						
004482 TYLER TECHNOLGIES IN	025-556076	2602027	2026	9	INV P	225.00	063026	315857	CODE ENFORCEMENT RE
			ACCOUNT TOTAL			225.00			
001180 606000			TELEPHONE AND TELEGRAPH						
051742 C SPIRE - CELL PHONE	3001031910 MAY 2026	0	2026	9	INV P	1,162.58	063026	315667	SC# 382C SPIRE BILL
			ACCOUNT TOTAL			1,162.58			
001180 611000			TRAVEL EXPENSE						
049744 BETHANY RIGNEY	11369/OT B.RIGNEY	0	2026	9	INV P	361.90	063026	315653	TRAVEL REIMBURSEMEN
			ACCOUNT TOTAL			361.90			
001180 620000			PRINTING						
004057 RJ YOUNG COMPANY	INV8093587	0	2026	9	INV P	329.52	063026	315807	AAA145348 - BUILDIN
			ACCOUNT TOTAL			329.52			
001180 636500			OFFICE EQUIPMENT R&M						
004050 RICOH CORP	1107016271	0	2026	9	INV P	319.95	063026	315806	COPIER SERVICE/REPA
			ACCOUNT TOTAL			319.95			
			ORG 001180 TOTAL			11,987.77			
001191		TRAFFIC MAINT.							
001191 535500			WEARING APPAREL						
002795 FASTENAL COMPANY	MSHAT247851	2603206	2026	9	INV P	98.40	063026	315710	other operating mat
			ACCOUNT TOTAL			98.40			
001191 559000			OTHER OPERATING MATL/SPLY						

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/9 TO 2026/9

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
004634	WHEELER'S JANITORIAL	2915	2603002	2026 9	INV	P	136.00	063026	315871	other supplies need
004634	WHEELER'S JANITORIAL	2931	2602966	2026 9	INV	P	294.50	063026	315871	OTHER SUPPLIES NEED
							430.50			
				ACCOUNT TOTAL			430.50			
001191 606000				TELEPHONE AND TELEGRAPH						
051742	C SPIRE - CELL PHONE	3001031910 MAY 2026	0	2026 9	INV	P	90.62	063026	315667	SC# 382C SPIRE BILL
				ACCOUNT TOTAL			90.62			
001191 630000				GAS						
004321	SPIRE	G2026- 9-JUN	0	2026 9	INV	P	31.10	063026	315839	SPIRE-VARIOUS DEPTS
				ACCOUNT TOTAL			31.10			
001191 639900				OTHER REPAIRS AND MAINT.						
003707	MS STATE/DEPT OF HEA	26-140995	0	2026 9	INV	P	90.00	063026	315783	2026 BOILER INSPECT
				ACCOUNT TOTAL			90.00			
001191 643000				UNIFORM RENT						
002471	CINTAS CORPORATION #	4272488074	0	2026 9	INV	P	40.89	063026	315679	TRAFFIC UNIFORM SC/
002471	CINTAS CORPORATION #	4273230415	0	2026 9	INV	P	40.89	063026	315679	TRAFFIC UNIFORM SC/
							81.78			
				ACCOUNT TOTAL			81.78			
001191 643500				MOP-MAT-RAG RENT						
002471	CINTAS CORPORATION #	4272487548	0	2026 9	INV	P	9.02	063026	315680	TRAFFIC MATS S/8200
002471	CINTAS CORPORATION #	4273230050	0	2026 9	INV	P	9.02	063026	315680	TRAFFIC MATS SC/427
							18.04			
				ACCOUNT TOTAL			18.04			
				ORG 001191 TOTAL			840.44			
001201			STREET DIV.							
001201 540000				ASPHALT & ASPHALT PROD.						
004586	WARREN PAVING INC	127218	0	2026 9	INV	P	390.45	063026	315867	ASPHALT/VARIOUS LOC
004586	WARREN PAVING INC	127435	2603102	2026 9	INV	P	296.95	063026	315867	ASPHALT/VARIOUS LOC
004586	WARREN PAVING INC	127484	2603102	2026 9	INV	P	394.56	063026	315867	ASPHALT/VARIOUS LOC
004586	WARREN PAVING INC	127569	2603102	2026 9	INV	P	253.79	063026	315867	ASPHALT/VARIOUS LOC
004586	WARREN PAVING INC	127710	2603505	2026 9	INV	P	91.58	063026	315867	ASPHALT/VARIOUS LOC
004586	WARREN PAVING INC	127766	2603505	2026 9	INV	P	275.81	063026	315867	ASPHALT/VARIOUS LOC
							1,703.14			
				ACCOUNT TOTAL			1,703.14			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/9 TO 2026/9

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001201	542000			DRAINAGE PIPE & CULVERTS						
004300	SOUTHERN WATERWORKS	105775	2603398	2026 9	INV	P	617.50	063026	315833	12 & 15' CORRUGATED
				ACCOUNT TOTAL			617.50			
001201	559000			OTHER OPERATING MATL/SPLY						
002471	CINTAS CORPORATION #	4272487979	0	2026 9	INV	P	88.63	063026	315679	WET MOP, AIR & SOAP
004316	SPEEDY PRINTING & SI	35139	2603558	2026 9	INV	P	60.00	063026	315837	UNIT NUMBERS/LAWNMO
				ACCOUNT TOTAL			148.63			
001201	570000			MTR VEHICLE REP. PTS/SPL						
048827	CARQUEST	015768	2603452	2026 9	INV	P	248.85	063026	315672	RADIATOR UNIT 20053
				ACCOUNT TOTAL			248.85			
001201	604900			OTHER PROFESSIONAL SERV.						
004417	TERRY'S BACKHOE AND	1218	0	2026 9	INV	P	506.58	063026	315848	LOT CLEARING- 704 L
004417	TERRY'S BACKHOE AND	1219	0	2026 9	INV	P	152.00	063026	315848	LOT CLEARING- 705 L
004417	TERRY'S BACKHOE AND	1220	0	2026 9	INV	P	716.26	063026	315848	LOT CLEARING- 707 L
004417	TERRY'S BACKHOE AND	1221	0	2026 9	INV	P	759.87	063026	315848	LOT CLEARING- 704 S
004417	TERRY'S BACKHOE AND	1222	0	2026 9	INV	P	506.58	063026	315848	LOT CLEARING- 709 L
004417	TERRY'S BACKHOE AND	1223	0	2026 9	INV	P	166.25	063026	315848	LOT CLEARING- 711 L
004417	TERRY'S BACKHOE AND	1224	0	2026 9	INV	P	363.29	063026	315848	LOT CLEARING- 713 L
004417	TERRY'S BACKHOE AND	1225	0	2026 9	INV	P	166.25	063026	315848	LOT CLEARING- 717 L
004417	TERRY'S BACKHOE AND	1226	0	2026 9	INV	P	152.00	063026	315848	LOT CLEARING- 720 L
004417	TERRY'S BACKHOE AND	1227	0	2026 9	INV	P	166.25	063026	315848	LOT CLEARING- 712 L
004417	TERRY'S BACKHOE AND	1228	0	2026 9	INV	P	226.25	063026	315848	LOT CLEARING
004417	TERRY'S BACKHOE AND	1229	0	2026 9	INV	P	236.25	063026	315848	LOT CLEARING- 1315
004417	TERRY'S BACKHOE AND	1231	0	2026 9	INV	P	212.00	063026	315848	LOT CLEARING- 717 G
004417	TERRY'S BACKHOE AND	1232	0	2026 9	INV	P	226.25	063026	315848	LOT CLEARING- 702 W
004417	TERRY'S BACKHOE AND	1233	0	2026 9	INV	P	226.25	063026	315848	LOT CLEARING- 717 M
							4,782.33			
048836	PAYTON, RAY A.	1337	0	2026 9	INV	P	2,300.00	063026	315792	WEEKLY MAINTENANCE-
048966	MARTINEZ DAVID J	274	0	2026 9	INV	P	1,400.00	063026	315757	WEEKLY MAINTENANCE-
048966	MARTINEZ DAVID J	275	0	2026 9	INV	P	1,000.00	063026	315757	WEEKLY MAINTENANCE-
							2,400.00			
				ACCOUNT TOTAL			9,482.33			
001201	638400			MOTOR VEHICLE EQ. R&M						
003861	PATTERSON AUTO ELECT	83331	2603432	2026 9	INV	P	1,075.98	063026	315791	A/C REPAIR/UNIT 200
				ACCOUNT TOTAL			1,075.98			
001201	638700			AGRICULTURAL EQ. R&M						

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/9 TO 2026/9

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
003615	JOHN DEERE FINANCIAL	W95622	2603361	2026 9	INV	P	702.58	063026	315741	REPAIRS ON UNIT 216
				ACCOUNT TOTAL			702.58			
001201	639900			OTHER REPAIRS AND MAINT.						
003707	MS STATE/DEPT OF HEA	26-140995	0	2026 9	INV	P	150.00	063026	315783	2026 BOILER INSPECT
				ACCOUNT TOTAL			150.00			
001201	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4272487655	0	2026 9	INV	P	59.33	063026	315679	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4272487666	0	2026 9	INV	P	23.41	063026	315680	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4272487891	0	2026 9	INV	P	59.25	063026	315679	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4272488000	0	2026 9	INV	P	156.81	063026	315678	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4272488016	0	2026 9	INV	P	37.25	063026	315679	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4273230098	0	2026 9	INV	P	47.13	063026	315679	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4273230138	0	2026 9	INV	P	23.41	063026	315680	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4273230321	0	2026 9	INV	P	59.25	063026	315679	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4273230328	0	2026 9	INV	P	147.88	063026	315678	WET MOP, AIR & SOAP
002471	CINTAS CORPORATION #	4273230336	0	2026 9	INV	P	160.04	063026	315678	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4273230434	0	2026 9	INV	P	37.25	063026	315679	UNIFORM RENTALS SC
							811.01			
				ACCOUNT TOTAL			811.01			
				ORG 001201 TOTAL			14,940.02			
001202				STREET LIGHTS						
001202	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2026- 6.09.2026	0	2026 9	INV	P	70.83	063026	315772	MISSISSIPPI POWER-1
003700	MS POWER COMPANY	E2026- 6.11.2026	0	2026 9	INV	P	67.33	063026	315773	MISSISSIPPI POWER-
003700	MS POWER COMPANY	E2026-06.04.26C	0	2026 9	INV	P	67.33	063026	315770	MISSISSIPPI POWER E
003700	MS POWER COMPANY	E2026-06.05.26B	0	2026 9	INV	P	67.33	063026	315771	MISSISSIPPI POWER E
003700	MS POWER COMPANY	E2026-06.06.26	0	2026 9	INV	P	213.66	063026	315769	MISSISSIPPI POWER E
003700	MS POWER COMPANY	E2026-06.15	0	2026 9	INV	P	144.15	063026	315774	MISSISSIPPI POWER-V
003700	MS POWER COMPANY	E2026-06.16.26B	0	2026 9	INV	P	126.82	063026	315779	MISSISSIPPI POWER-5
003700	MS POWER COMPANY	E2026-06.18.2026	0	2026 9	INV	P	67.94	063026	315777	MISSISSIPPI POWER E
003700	MS POWER COMPANY	E2026-06.22.26	0	2026 9	INV	P	123.00	063026	315781	MISSISSIPPI POWER-1
							948.39			
003873	PEARL RIVER VALLEY E	2026 06.08.26	0	2026 9	INV	P	522.44	063026	315793	PEARL RIVER VALLEY-
003873	PEARL RIVER VALLEY E	2026-06.05	0	2026 9	INV	P	55.47	063026	315793	PEARL RIVER VALLEY-
003873	PEARL RIVER VALLEY E	2026-06.18.26	0	2026 9	INV	P	18.00	063026	315793	PEARL RIVER VALLEY-
003873	PEARL RIVER VALLEY E	2026-06.19.26B	0	2026 9	INV	P	529.00	063026	315793	PEARL RIVER VALLEY-
							1,124.91			
004282	SOUTHERN PINE ELECTR	E2026-06.16.26	0	2026 9	INV	P	90.87	063026	315829	SOUTHERN PINE-6726
				ACCOUNT TOTAL			2,164.17			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/9 TO 2026/9

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ORG 001202 TOTAL			2,164.17			
001203		ENGR/PUBLIC SER								
001203	601500			ENGINEERING						
004197	SHOWS DEARMAN & WAIT	27971	0	2026 9	INV	P	2,607.00	063026	315818	MB 2012-1/34 2025 F
				ACCOUNT TOTAL			2,607.00			
001203	606000			TELEPHONE AND TELEGRAPH						
051742	C SPIRE - CELL PHONE	3001031910 MAY 2026	0	2026 9	INV	P	215.72	063026	315667	SC# 382C SPIRE BILL
				ACCOUNT TOTAL			215.72			
001203	611000			TRAVEL EXPENSE						
004638	WHITE, HUNTER	MML PERDIEM HWHITE	0	2026 9	INV	P	272.00	063026	315872	MML TRAVEL ADVANCE
050036	MARYBETH BERGIN	MML PERDIEM MBERGIN	0	2026 9	INV	P	272.00	063026	315758	MML PERIDEM MBERGIN
				ACCOUNT TOTAL			544.00			
001203	641000			OFFICE EQUIPMENT RENT						
004057	RJ YOUNG COMPANY	INV8111626	0	2026 9	INV	P	125.21	063026	315807	MB 2022-377 PLOTTER
				ACCOUNT TOTAL			125.21			
001203	699900			SERVICES NOT SPECIFIED						
003707	MS STATE/DEPT OF HEA	26-140995	0	2026 9	INV	P	30.00	063026	315783	2026 BOILER INSPECT
				ACCOUNT TOTAL			30.00			
001203	729563			SCHOOL ZONE IMPR (INTELLISAFE)						
003953	POWELL CONSTRUCTION	4527	0	2026 9	INV	P	15,944.04	063026	315798	MB 2023-516 HARDY
004058	RJM MCQUEEN CONTRACT	3369	0	2026 9	INV	P	56,003.20	063026	315808	MB 2024-551 HARDY S
004058	RJM MCQUEEN CONTRACT	3371	0	2026 9	INV	P	6,420.00	063026	315808	MB 2024-551 HARDY &
							62,423.20			
				ACCOUNT TOTAL			78,367.24			
				ORG 001203 TOTAL			81,889.17			
001204		SHOP DIVISION								
001204	513000			CHEMICALS						
004583	WARING OIL CO	528502	2602874	2026 9	INV	P	2,550.00	063026	315866	PW SHOP-HYDRAULIC F
				ACCOUNT TOTAL			2,550.00			
001204	570000			MTR VEHICLE REP. PTS/SPL						
048827	CARQUEST	015411	2603265	2026 9	INV	P	145.62	063026	315672	PW SHOP-PARTS-SANDE

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/9 TO 2026/9

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL		145.62			
001204 643000				UNIFORM RENT					
002471 CINTAS CORPORATION #	4272487810	0	2026 9	INV	P	185.11	063026	315678	UNIFORM RENTALS SC
002471 CINTAS CORPORATION #	4273230221	0	2026 9	INV	P	130.45	063026	315678	UNIFORM RENTALS SC
						315.56			
				ACCOUNT TOTAL		315.56			
				ORG 001204 TOTAL		3,011.18			
001205	G O & F S DIV.								
001205 639400				DISINFECT./EXTERMINATION					
003040 HAVARD PEST CONTROL	2693776	0	2026 9	INV	P	300.00	063026	315724	HAVARD PEST CONTROL
				ACCOUNT TOTAL		300.00			
				ORG 001205 TOTAL		300.00			
001206	DRAINAGE DIV.								
001206 606000				TELEPHONE AND TELEGRAPH					
051742 C SPIRE - CELL PHONE	3001031910 MAY 2026	0	2026 9	INV	P	386.13	063026	315667	SC# 382C SPIRE BILL
				ACCOUNT TOTAL		386.13			
001206 729500				OTHER IMPROVEMENTS					
004197 SHOWS DEARMAN & WAIT	27975	0	2026 9	INV	P	447.50	063026	315818	MB 2012-1/34 706 E
				ACCOUNT TOTAL		447.50			
				ORG 001206 TOTAL		833.63			
001207	CONSTRUCTION								
001207 559000				OTHER OPERATING MATL/SPLY					
003543 MCELHANEY PLUMBING I	321060	2603423	2026 9	INV	P	12.95	063026	315760	QUICK CONNECT FOR P
003543 MCELHANEY PLUMBING I	321366	2603628	2026 9	INV	P	13.00	063026	315760	SILICONE/TRUCK STOC
						25.95			
				ACCOUNT TOTAL		25.95			
001207 560500				ELECTRICAL SUPPLIES					
002883 GARNER LUMLEY ELECTR	628917	2603627	2026 9	INV	P	145.00	063026	315715	LIGHTS FOR EMPLOYEE
				ACCOUNT TOTAL		145.00			
001207 565000				PAINT AND PAINTING SPLY.					
004176 SHERWIN-WILLIAMS COM	6907-7	2603461	2026 9	INV	P	60.95	063026	315817	PAINT FOR HANDRAILS
				ACCOUNT TOTAL		60.95			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/9 TO 2026/9

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001207	604900			OTHER PROFESSIONAL SERV.						
002523	COMCAST CABLEVISION	06.22.26-07.21.26	0	2026 9	INV	P	145.36	063026	315685	COMCAST BUSINESS-CI
				ACCOUNT TOTAL			145.36			
001207	606000			TELEPHONE AND TELEGRAPH						
051742	C SPIRE - CELL PHONE	3001031910 MAY 2026	0	2026 9	INV	P	45.31	063026	315667	SC# 382C SPIRE BILL
				ACCOUNT TOTAL			45.31			
001207	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4272487696	0	2026 9	INV	P	73.09	063026	315679	UNIFORM RENTAL/CONS
002471	CINTAS CORPORATION #	4273230148	0	2026 9	INV	P	39.54	063026	315679	UNIFORM RENTAL/CONS
							112.63			
				ACCOUNT TOTAL			112.63			
				ORG 001207 TOTAL			535.20			
001220			SANITATION DIV.							
001220	513000			CHEMICALS						
002443	CERTIFIED LABORATORI	9667659	2603500	2026 9	INV	P	1,065.00	063026	315677	ZYME CHEMICALS FOR
004583	WARING OIL CO	531434	2603028	2026 9	INV	P	700.88	063026	315866	SANITATION-TOTES OF
				ACCOUNT TOTAL			1,765.88			
001220	559000			OTHER OPERATING MATL/SPLY						
002471	CINTAS CORPORATION #	4272487624	0	2026 9	INV	P	72.36	063026	315679	SC 8200083585-MOP R
002471	CINTAS CORPORATION #	4272487626	0	2026 9	INV	P	34.20	063026	315680	SC 8200083585-MAT R
002471	CINTAS CORPORATION #	4273230083	0	2026 9	INV	P	72.36	063026	315679	SC 8200083585-MOP R
							178.92			
002472	CINTAS FIRST AID J71	5339912503	0	2026 9	INV	P	39.46	063026	315681	SANITATION-FIRST AI
002472	CINTAS FIRST AID J71	5342958501	2603421	2026 9	INV	P	525.48	063026	315681	SANITATION-GLOVES-W
							564.94			
				ACCOUNT TOTAL			743.86			
001220	559001			OTHER OPERATING SPLY-RECYCLING						
002294	BOURNE BROTHERS PRIN	100140	2603113	2026 9	INV	P	642.00	063026	315657	SANITATION-TRUCK MA
				ACCOUNT TOTAL			642.00			
001220	570000			MTR VEHICLE REP. PTS/SPL						
002539	CONNECTOR SPECIALIST	01390132	2602646	2026 9	INV	P	1,276.28	063026	315687	PARTS-HOSE-QUOTE 01
002539	CONNECTOR SPECIALIST	01400695	2603294	2026 9	INV	P	492.51	063026	315687	PARTS-HOSES-QUOTE 0
							1,768.79			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/9 TO 2026/9

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002565	COURTESY MOTORS INC	170554	2603474	2026 9	INV	P	31.46	063026	315691	PARTS-MIRROR-UNIT 2
002739	EMPIRE TRUCK SALES	CE006249436:01	2603264	2026 9	INV	P	4,276.40	063026	315704	PARTS-UNIT 21983-QU
002739	EMPIRE TRUCK SALES	CE006249739:01	2603375	2026 9	INV	P	75.69	063026	315704	PARTS-PLUG-UNIT 218
							4,352.09			
004120	SANSOM EQUIPMENT CO	P09906	2603059	2026 9	INV	P	1,149.28	063026	315812	PARTS-UNIT 20071-QU
004297	SOUTHERN TIRE MART (	2520214475	2603377	2026 9	INV	P	1,400.00	063026	315832	SANITATION-TIRES-QU
004297	SOUTHERN TIRE MART (	2520214476	2603376	2026 9	INV	P	1,060.00	063026	315832	TIRES-UNIT 21388-QU
							2,460.00			
048827	CARQUEST	015410	2603278	2026 9	INV	P	142.35	063026	315672	PARTS-DISC ROLL-QUO
				ACCOUNT TOTAL			9,903.97			
001220	604900			OTHER PROFESSIONAL SERV.						
051742	C SPIRE - CELL PHONE	3001031910 MAY 2026	0	2026 9	INV	P	435.42	063026	315667	SC# 382C SPIRE BILL
				ACCOUNT TOTAL			435.42			
001220	612000			FREIGHT						
002539	CONNECTOR SPECIALIST	01390132	2602646	2026 9	INV	P	55.00	063026	315687	PARTS-HOSE-QUOTE 01
004120	SANSOM EQUIPMENT CO	P09906	2603059	2026 9	INV	P	75.00	063026	315812	PARTS-UNIT 20071-QU
				ACCOUNT TOTAL			130.00			
001220	638400			MOTOR VEHICLE EQ. R&M						
002739	EMPIRE TRUCK SALES	RE006042439:01	2602972	2026 9	INV	P	2,944.65	063026	315704	REPAIRS-UNIT 21944-
004139	SCOTTS HYDRAULIC SER	67747	2602541	2026 9	INV	P	1,652.45	063026	315814	REPAIRS-UNIT 15892-
				ACCOUNT TOTAL			4,597.10			
001220	639800			TOW IN CHARGES						
003253	JOHNNY'S WRECKER SER	51425	0	2026 9	INV	P	350.00	063026	315742	TOW IN SERVICE FOR
				ACCOUNT TOTAL			350.00			
001220	639900			OTHER REPAIRS AND MAINT.						
003707	MS STATE/DEPT OF HEA	26-140995	0	2026 9	INV	P	30.00	063026	315783	2026 BOILER INSPECT
				ACCOUNT TOTAL			30.00			
001220	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4272488598	0	2026 9	INV	P	337.52	063026	315678	SC 8200083585-UNIFO
002471	CINTAS CORPORATION #	4273230646	0	2026 9	INV	P	223.64	063026	315678	SC 8200083585-UNIFO

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/9 TO 2026/9

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
							561.16			
				ACCOUNT TOTAL			561.16			
001220	643500			MOP-MAT-RAG RENT						
002471	CINTAS CORPORATION #	4273230095	0	2026	9	INV P	34.20	063026	315680	SC 8200083585-MAT R
				ACCOUNT TOTAL			34.20			
001220	688000			TIPPING FEES						
004591	WASTE MANAGEMENT OF	0014841-2526-3	0	2026	9	INV P	6,100.03	063026	315868	MB# 2023-181RUBBISH
				ACCOUNT TOTAL			6,100.03			
				ORG 001220 TOTAL			25,293.62			
001250			HEALTH DIVISION							
001250	513000			CHEMICALS						
002483	CLARKE	005116830	2603483	2026	9	INV P	3,267.90	063026	315682	BIOMIST 30+30 MOSQU
				ACCOUNT TOTAL			3,267.90			
001250	575500			AGRICLTRL REPAIR PTS/SPL						
003843	PARISH TRACTOR (HATT	P33998	2603352	2026	9	INV P	1,413.14	063026	315789	TRACTOR PARTS/UNIT
				ACCOUNT TOTAL			1,413.14			
				ORG 001250 TOTAL			4,681.04			
001260			ANIMAL CONTROL							
001260	699900			SERVICES NOT SPECIFIED						
002134	ANIMAL MEDICAL CENTE	1412277	0	2026	9	INV P	901.00	063026	315646	CANNINE BOARDING
002134	ANIMAL MEDICAL CENTE	1412625	0	2026	9	INV P	211.00	063026	315646	CANINE BOARDING
002134	ANIMAL MEDICAL CENTE	1412675	0	2026	9	INV P	74.00	063026	315646	CANINE BOARDING
002134	ANIMAL MEDICAL CENTE	1412676	0	2026	9	INV P	232.00	063026	315646	CANINE BOARDING
002134	ANIMAL MEDICAL CENTE	1413383	0	2026	9	INV P	829.00	063026	315646	CANINE BOARDING
002134	ANIMAL MEDICAL CENTE	1414176	0	2026	9	INV P	120.00	063026	315646	CANINE BOARDING/CRE
							2,367.00			
004283	SOUTHERN PINES ANIMA	07.2026	0	2026	9	INV P	20,883.33	063026	315830	HOUSING OF ANIMALS
				ACCOUNT TOTAL			23,250.33			
				ORG 001260 TOTAL			23,250.33			
001280			HUMAN/SOC.ASST							
001280	682099			UNALLOCATED CONTRIBUTIONS						
004280	SOUTHERN MS PLANNING	13635	0	2026	9	INV P	6,662.11	063026	315827	COMMERCIAL REDVLPMN
004280	SOUTHERN MS PLANNING	13636	0	2026	9	INV P	507.62	063026	315827	COMMERCIAL REDVLPMN

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/9 TO 2026/9

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
						7,169.73			
				ACCOUNT TOTAL		7,169.73			
				ORG 001280 TOTAL		7,169.73			
001402		ECONOMIC DEV.							
001402 604900				OTHER PROFESSIONAL SERV.					
004197 SHOWS DEARMAN & WAIT	27970	0	2026 9	INV	P	25,095.00	063026	315818	MB 2024 P.85 TIPTON
				ACCOUNT TOTAL		25,095.00			
001402 790100				MISCELANEOUS CAP PROJECTS					
003843 PARISH TRACTOR (HATT	E08158	2603373	2026 9	INV	P	14,500.00	063026	315789	TWO QUOTE-DIAMOND P
003843 PARISH TRACTOR (HATT	E08236	2603385	2026 9	INV	P	1,500.00	063026	315789	LEXAN BOLT ON WINDS
						16,000.00			
				ACCOUNT TOTAL		16,000.00			
				ORG 001402 TOTAL		41,095.00			
001551		AIRPORT DIV.							
001551 639900				OTHER REPAIRS AND MAINT.					
003707 MS STATE/DEPT OF HEA	26-140995	0	2026 9	INV	P	30.00	063026	315783	2026 BOILER INSPECT
				ACCOUNT TOTAL		30.00			
				ORG 001551 TOTAL		30.00			
001553		CEMETERY DIV							
001553 560000				BUILDING MATERIALS & SPLY					
004256 SOLAR SUPPLY INC	3402649	2603490	2026 9	INV	P	72.84	063026	315821	FILTERS FOR HIGHLAN
				ACCOUNT TOTAL		72.84			
001553 570000				MTR VEHICLE REP. PTS/SPL					
048827 CARQUEST	15792	2603484	2026 9	INV	P	16.28	063026	315672	GAS CANS FOR MIX FU
				ACCOUNT TOTAL		16.28			
001553 575500				AGRICLTRL REPAIR PTS/SPL					
002083 ALLBRITTON CHAIN SAW	116466	2603508	2026 9	INV	P	64.71	063026	315641	BELT REPAIR FOR UNI
002083 ALLBRITTON CHAIN SAW	116467	2603506	2026 9	INV	P	205.44	063026	315641	BLADES FOR MOWERS/C
002083 ALLBRITTON CHAIN SAW	22023	2602564	2026 9	INV	P	788.16	063026	315641	MOWER REPAIR UNIT #
002083 ALLBRITTON CHAIN SAW	22428	2603509	2026 9	INV	P	35.32	063026	315641	MOWER REPAIR FOR UN
						1,093.63			
				ACCOUNT TOTAL		1,093.63			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/9 TO 2026/9

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001553	604900			OTHER PROFESSIONAL SERV.						
002083	ALLBRITTON CHAIN SAW	22427	2603454	2026 9	INV	P	55.00	063026	315641	MOWER REPAIR FOR UN
002083	ALLBRITTON CHAIN SAW	22428	2603509	2026 9	INV	P	55.00	063026	315641	MOWER REPAIR FOR UN
							110.00			
				ACCOUNT TOTAL			110.00			
001553	606000			TELEPHONE AND TELEGRAPH						
051742	C SPIRE - CELL PHONE	3001031910 MAY 2026	0	2026 9	INV	P	135.93	063026	315667	SC# 382C SPIRE BILL
				ACCOUNT TOTAL			135.93			
001553	638000			FIXED EQUIPMENT R&M						
048827	CARQUEST	15792	2603484	2026 9	INV	P	105.62	063026	315672	GAS CANS FOR MIX FU
				ACCOUNT TOTAL			105.62			
001553	638700			AGRICULTURAL EQ. R&M						
002083	ALLBRITTON CHAIN SAW	22023	2602564	2026 9	INV	P	165.00	063026	315641	MOWER REPAIR UNIT #
				ACCOUNT TOTAL			165.00			
001553	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4271716189	0	2026 9	INV	P	219.18	063026	315678	ST. CONTRACT#820004
002471	CINTAS CORPORATION #	4272491541	0	2026 9	INV	P	103.60	063026	315678	ST. CONTRACT#820004
002471	CINTAS CORPORATION #	4273234320	0	2026 9	INV	P	235.44	063026	315678	ST. CONTRACT#820004
							558.22			
				ACCOUNT TOTAL			558.22			
001553	643500			MOP-MAT-RAG RENT						
002471	CINTAS CORPORATION #	4271716052	0	2026 9	INV	P	34.48	063026	315680	ST. CONTRACT#820004
002471	CINTAS CORPORATION #	4272491424	0	2026 9	INV	P	34.48	063026	315680	ST. CONTRACT#820004
002471	CINTAS CORPORATION #	4273234024	0	2026 9	INV	P	34.48	063026	315680	ST. CONTRACT#820004
							103.44			
				ACCOUNT TOTAL			103.44			
001553	735500			COMMUNICATION EQUIPMENT						
002905	GILLILANDS ELECTRONI	20466	0	2026 9	INV	P	324.95	063026	315717	WATER DAMAGE/REPLAC
				ACCOUNT TOTAL			324.95			
				ORG 001553 TOTAL			2,685.91			
001560		PARKING OPER.								
001560	640200			PARKING GARAGE/LOT RENT						
003789	NORFOLK SOUTHERN COR	90150905	0	2026 9	INV	P	2,632.36	063026	315786	MONTHLY LEASE PROPE
003789	NORFOLK SOUTHERN COR	90187600	0	2026 9	INV	P	2,632.36	063026	315786	LEASE MILEPOST -85.

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/9 TO 2026/9 ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
						5,264.72			
				ACCOUNT	TOTAL	5,264.72			
			ORG 001560		TOTAL	5,264.72			
FUND 001 General Fund					TOTAL:	1,357,678.94			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/9 TO 2026/9

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002001			PKS/REC FUND REVENUES							
002001	312200		SUMMER CAMP							
052445	CONNER, SASHA	REFUND 6/22/26	0	2026 9	INV	P	60.00	063026	315688	REFUND SUMMER CAMP
			ACCOUNT TOTAL				60.00			
002001	316102		YOUTH SPORTS							
052422	POWELL, CHAVIS	REFUND 90513	0	2026 9	INV	P	70.00	063026	315799	REFUND FOR YOUTH FO
			ACCOUNT TOTAL				70.00			
			ORG 002001 TOTAL				130.00			
002300			PKS/REC-RECREATION MAINT. DIV.							
002300	513000		CHEMICALS							
047024	GREENPOINT AG HOLDIN	2417006	2601267	2026 9	INV	P	2,220.00	063026	315721	CHEMICALS FOR ATHLE
047024	GREENPOINT AG HOLDIN	2442511	2602322	2026 9	INV	P	1,930.49	063026	315721	CHEMICAL FOR FIELDS
047024	GREENPOINT AG HOLDIN	2466990	2602521	2026 9	INV	P	660.00	063026	315721	CHEMICALS FOR BALLF
							4,810.49			
049595	SITEONE LANDSCAPE	167140895-001	2603343	2026 9	INV	P	1,621.29	063026	315819	CHEMICAL FOR BALLFI
			ACCOUNT TOTAL				6,431.78			
002300	535500		WEARING APPAREL							
002471	CINTAS CORPORATION #	9366695587	0	2026 9	INV	P	194.00	063026	315678	PR GROUNDS GLOVES 8
002471	CINTAS CORPORATION #	9368675462	0	2026 9	INV	P	291.00	063026	315678	PR GROUNDS GLOVES 8
							485.00			
004495	ULINE	207529109	2602900	2026 9	INV	P	282.00	063026	315859	SHOP SUPPLIES
			ACCOUNT TOTAL				767.00			
002300	541500		SAND,CLAY,GRVL,FILL DIRT							
002359	BURGE EXCAVATING & G	2396	2603488	2026 9	INV	P	3,000.00	063026	315663	MASONRY SAND TATUM
002359	BURGE EXCAVATING & G	2397	2603537	2026 9	INV	P	3,000.00	063026	315663	MASONRY SAND TATUM
002359	BURGE EXCAVATING & G	2399	2603570	2026 9	INV	P	3,000.00	063026	315663	MASONRY SAND TATUM
							9,000.00			
			ACCOUNT TOTAL				9,000.00			
002300	546000		MINOR EQUIPMENT							
002083	ALLBRITTON CHAIN SAW	22390	2603466	2026 9	INV	P	152.96	063026	315641	WEED EATER REPAIR
002304	BRACKMAN MOWER WAREH	84257	2603464	2026 9	INV	P	73.24	063026	315658	SHOP SUPPLIES
002304	BRACKMAN MOWER WAREH	84484	2603465	2026 9	INV	P	33.98	063026	315658	SHOP SUPPLIES
							107.22			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/9 TO 2026/9

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
003858	PATE, JERRY TURF & I	651148	2603569	2026 9	INV	P	79.92	063026	315790	TURF SUPPLIES
003858	PATE, JERRY TURF & I	668369	2603568	2026 9	INV	P	33.96	063026	315790	TURF SUPPLIES
							113.88			
004528	UWOOD CO INC	27318	2603633	2026 9	INV	P	149.98	063026	315862	SHOP SUPPLIES
				ACCOUNT TOTAL			524.04			
002300	551000			RECREATIONAL SUPPLIES						
003810	OFFICE PRODUCTS PLUS	1126686-0	2603498	2026 9	INV	P	205.00	063026	315788	SHOP SUPPLIES
004495	ULINE	205726942	2602286	2026 9	INV	P	900.00	063026	315859	PAPER STICKS FOR HU
051982	HUB CITY INDUSTRIES	004433	2603587	2026 9	INV	P	523.94	063026	315728	SHOP SUPPLIES
052307	RAINEY ELECTRONICS	53444	2602628	2026 9	INV	P	42.49	063026	315803	SCORE BOARD FOR 9TH
				ACCOUNT TOTAL			1,671.43			
002300	559000			OTHER OPERATING MATL/SPLY						
002304	BRACKMAN MOWER WAREH	84691	2603449	2026 9	INV	P	93.26	063026	315658	SHOP SUPPLIES
002714	ECONOMY SUPPLY CO	165585	2603403	2026 9	INV	P	28.00	063026	315699	KEYS FOR PARKS
002714	ECONOMY SUPPLY CO	166054	2603528	2026 9	INV	P	108.85	063026	315699	BOARDWALK REPAIR FO
							136.85			
				ACCOUNT TOTAL			230.11			
002300	560500			ELECTRICAL SUPPLIES						
048827	CARQUEST	016066	2603634	2026 9	INV	P	352.45	063026	315672	SHOP SUPPLIES
				ACCOUNT TOTAL			352.45			
002300	561000			PLUMBING SUPPLIES						
003543	MCELHANEY PLUMBING I	319573	2602531	2026 9	INV	P	9.30	063026	315760	9TH ST PARK PLUMBIN
003543	MCELHANEY PLUMBING I	319709	2602576	2026 9	INV	P	20.65	063026	315760	TATUM PARK FOUNTAIN
							29.95			
				ACCOUNT TOTAL			29.95			
002300	565000			PAINT AND PAINTING SPLY.						
050395	INTELLIGENT MARKING	00024346	2603542	2026 9	INV	P	114.00	063026	315734	PAINT FOR BALLFIELD
				ACCOUNT TOTAL			114.00			
002300	570000			MTR VEHICLE REP. PTS/SPL						
002398	CAMPER CITY OF HATTI	40103722	2603546	2026 9	INV	P	1,199.99	063026	315670	TRUCK MAINT UNIT#14

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/9 TO 2026/9

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
048827	CARQUEST	009609	2600625	2026 9	INV	P	90.70	063026	315672	TRUCK PARTS
048827	CARQUEST	010475	2601011	2026 9	INV	P	4.98	063026	315673	SHOP SUPPLIES
048827	CARQUEST	011834	2601717	2026 9	INV	P	12.11	063026	315672	TRUCK PARTS UNIT#21
048827	CARQUEST	011885	2601716	2026 9	INV	P	40.65	063026	315672	TRUCK MAINT UNIT #2
048827	CARQUEST	011967	2601757	2026 9	INV	P	16.86	063026	315672	SHOP SUPPLIES
048827	CARQUEST	012179	2601847	2026 9	INV	P	23.98	063026	315672	TRUCK MAINT UNIT#20
048827	CARQUEST	013447	2602392	2026 9	INV	P	5.98	063026	315672	SHOP SUPPLIES
048827	CARQUEST	015614	2603402	2026 9	INV	P	120.06	063026	315672	TRUCK MAINT UNIT #2
048827	CARQUEST	015973	2603571	2026 9	INV	P	45.76	063026	315672	TRUCK MAINT UNIT #2
048827	CARQUEST	015993	2603586	2026 9	INV	P	72.16	063026	315672	TRUCK MAINT UNIT #1
048827	CARQUEST	016000	2603598	2026 9	INV	P	18.45	063026	315672	TRUCK MAINT UNIT #2
							451.69			
				ACCOUNT TOTAL			1,651.68			
002300	575500			AGRICLTRL REPAIR PTS/SPL						
002304	BRACKMAN MOWER WAREH	84737	2603589	2026 9	INV	P	28.72	063026	315658	MOWER PARTS
002304	BRACKMAN MOWER WAREH	84739	2603590	2026 9	INV	P	107.40	063026	315658	SHOP SUPPLIES
							136.12			
				ACCOUNT TOTAL			136.12			
002300	599000			OTHER REPAIR/MAINT. SPL.						
002304	BRACKMAN MOWER WAREH	84079	2603447	2026 9	INV	P	252.65	063026	315658	SHOP SUPPLIES
002304	BRACKMAN MOWER WAREH	84682	2603584	2026 9	INV	P	378.56	063026	315658	SHOP SUPPLIES
							631.21			
				ACCOUNT TOTAL			631.21			
002300	604900			OTHER PROFESSIONAL SERV.						
002905	GILLILANDS ELECTRONI	20815	0	2026 9	INV	P	195.00	063026	315717	PRODATA KEY YEARLY
051492	WATER PRO, INC	9293	2603393	2026 9	INV	P	600.00	063026	315869	VERNON DAHMER POOL
052044	WILLIAMS KELVIN	110	0	2026 9	INV	P	4,900.00	063026	315873	PRESSURE WASH TATUM
				ACCOUNT TOTAL			5,695.00			
002300	606000			TELEPHONE AND TELEGRAPH						
051742	C SPIRE - CELL PHONE	3001031910 MAY 2026	0	2026 9	INV	P	45.31	063026	315667	SC# 382C SPIRE BILL
				ACCOUNT TOTAL			45.31			
002300	612000			FREIGHT						
003858	PATE, JERRY TURF & I	651148	2603569	2026 9	INV	P	16.63	063026	315790	TURF SUPPLIES
003858	PATE, JERRY TURF & I	668369	2603568	2026 9	INV	P	16.17	063026	315790	TURF SUPPLIES
							32.80			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/9 TO 2026/9

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
004281	SOUTHERN ON SITE STO	I14451	2603480	2026 9	INV	P	35.00	063026	315828	PORTABLE FOR CHAIN
004281	SOUTHERN ON SITE STO	I14606	2603541	2026 9	INV	P	35.00	063026	315828	PORTABLES FOR JUNET
							70.00			
004495	ULINE	205726942	2602286	2026 9	INV	P	144.85	063026	315859	PAPER STICKS FOR HU
004495	ULINE	207529109	2602900	2026 9	INV	P	39.96	063026	315859	SHOP SUPPLIES
							184.81			
049595	SITEONE LANDSCAPE	167140895-001	2603343	2026 9	INV	P	50.00	063026	315819	CHEMICAL FOR BALLFI
050395	INTELLIGENT MARKING	00024346	2603542	2026 9	INV	P	30.00	063026	315734	PAINT FOR BALLFIELD
				ACCOUNT TOTAL			367.61			
002300	635500			ELECTRICAL R&M						
002905	GILLILANDS ELECTRONI	21042	0	2026 9	INV	P	2,195.90	063026	315717	REPLACED ACCESS CON
				ACCOUNT TOTAL			2,195.90			
002300	636000			STREETS & STRUCTURES R&M						
003242	JEFCOAT FENCE OF HAT	0027003	2603048	2026 9	INV	P	2,750.00	063026	315739	DOLEAC FIELDS PARK
052044	WILLIAMS KELVIN	108	0	2026 9	INV	P	4,000.00	063026	315873	PRESSURE WASH VERNO
052044	WILLIAMS KELVIN	109	0	2026 9	INV	P	4,900.00	063026	315873	PRESSURE WASH TATUM
							8,900.00			
				ACCOUNT TOTAL			11,650.00			
002300	638000			FIXED EQUIPMENT R&M						
002083	ALLBRITTON CHAIN SAW	116598	2603611	2026 9	INV	P	1,079.98	063026	315641	SHOP SUPPLIES
				ACCOUNT TOTAL			1,079.98			
002300	638400			MOTOR VEHICLE EQ. R&M						
004297	SOUTHERN TIRE MART (	2520214688	2603434	2026 9	INV	P	939.60	063026	315832	TRUCK MAINT UNIT #2
004297	SOUTHERN TIRE MART (	2520214817	2603445	2026 9	INV	P	1,724.00	063026	315832	TRUCK MAINT UNIT #2
							2,663.60			
				ACCOUNT TOTAL			2,663.60			
002300	639900			OTHER REPAIRS AND MAINT.						
002304	BRACKMAN MOWER WAREH	84368	2603379	2026 9	INV	P	215.29	063026	315658	MOWER PARTS/REPAIR
				ACCOUNT TOTAL			215.29			
002300	644900			OTHER RENT						
004281	SOUTHERN ON SITE STO	I14451	2603480	2026 9	INV	P	90.00	063026	315828	PORTABLE FOR CHAIN
004281	SOUTHERN ON SITE STO	I14606	2603541	2026 9	INV	P	720.00	063026	315828	PORTABLES FOR JUNET

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/9 TO 2026/9

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
						810.00			
			ACCOUNT TOTAL			810.00			
002300 699900			SERVICES NOT SPECIFIED						
003242 JEFCOAT FENCE OF HAT	0027021	0	2026 9	INV	P	550.00	063026	315739	REPLACE LIFT MASTER
			ACCOUNT TOTAL			550.00			
			ORG 002300 TOTAL			46,812.46			
002315		PKS/REC-REC.ADMIN/COM.REL.							
002315 551000			RECREATIONAL SUPPLIES						
048941 SWANK MOTION PICTURE DB	4372853	2603141	2026 9	INV	P	315.00	063026	315845	LICENSING FOR PARKS
			ACCOUNT TOTAL			315.00			
002315 551001			RECREATIONAL SUPP-ARTS CENTER						
052421 ELEMENTS 4 LIFE	ELEMENTS 06.25.26	2603653	2026 9	INV	P	300.00	063026	315701	CLAY FOR CERAMICS/P
			ACCOUNT TOTAL			300.00			
002315 603400			OFFICIALS						
002540 CONNER, TOBARRA	TCONNER609	0	2026 9	INV	P	80.00	063026	315689	ADULT SOFTBALL 6/9,
003313 KETTLEY, ANNETTE	AKETTLEY609	0	2026 9	INV	P	60.00	063026	315747	ADULT SOFTBALL 6/9,
003958 POWELL, RANDY	RPOWELL609	0	2026 9	INV	P	120.00	063026	315800	ADULT SOFTBALL 6/9,
004416 TERRELL, WINSTON	WTERRELL609	0	2026 9	INV	P	180.00	063026	315847	ADULT SOFTBALL 6/9,
004432 THOMPSON, JESSE	JTHOMPSON	0	2026 9	INV	P	90.00	063026	315851	ADULT SOFTBALL 6/9/
004460 TROTTER, COREY	CTROTTER609	0	2026 9	INV	P	150.00	063026	315856	ADULT SOFTBALL 6/9,
048584 SUTTON DIONTA T	DSUTTON609	0	2026 9	INV	P	60.00	063026	315844	ADULT SOFTBALL 6/9/
048772 LEE ANTHONY	ALEE609	0	2026 9	INV	P	180.00	063026	315753	ADULT SOFTBALL 6/9,
049349 JESSICA R POWELL	JPOWELL609	0	2026 9	INV	P	20.00	063026	315740	ADULT SOFTBALL 6/9/
050091 RODGERS EDWARD	EROGERS611	0	2026 9	INV	P	60.00	063026	315809	ADULT SOFTBALL 6/11
051376 GIBBS VICTOR L JR.	VGIBBS609	0	2026 9	INV	P	120.00	063026	315716	ADULT SOFTBALL 6/9,
052310 MAURICE MOLETTE	MMOLETTE601	0	2026 9	INV	P	120.00	063026	315759	HYBL 9TH ST 6/1,6/8
052316 MICHAEL HOLMES	MHOLMES601	0	2026 9	INV	P	240.00	063026	315763	HYBL 9TH ST 6/1,6/8
052317 ISAIAH SPEIGHTS	ISPEIGHTS601	0	2026 9	INV	P	240.00	063026	315736	HYBL 9TH ST 6/1,6/8

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/9 TO 2026/9

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
052339	WILLIE WILEY	WWILY601	0	2026 9	INV	P	240.00	063026	315875	HYBL 9TH ST 6/1,6/8
				ACCOUNT TOTAL			1,960.00			
002315	604900			OTHER PROFESSIONAL SERV.						
051492	WATER PRO, INC	9294	2603394	2026 9	INV	P	600.00	063026	315869	BEN MCNAIR POOL CLE
052370	SHAKEIA S ATKINS	SATKINS608	0	2026 9	INV	P	325.00	063026	315815	SUMMER CAMP CUSTODI
052370	SHAKEIA S ATKINS	SATKINS615	0	2026 9	INV	P	305.50	063026	315815	SUMMER CAMP CUSTODI
							630.50			
				ACCOUNT TOTAL			1,230.50			
002315	604919			OTH PROF SERV-ART CENTER						
047971	BRETT CUMMINS	BCUMMINS611	0	2026 9	INV	P	250.00	063026	315659	WEEKDAY WATERCOLOR
				ACCOUNT TOTAL			250.00			
002315	606000			TELEPHONE AND TELEGRAPH						
051742	C SPIRE - CELL PHONE	3001031910 MAY 2026	0	2026 9	INV	P	188.76	063026	315667	SC# 382C SPIRE BILL
				ACCOUNT TOTAL			188.76			
002315	630000			GAS						
004321	SPIRE	G2026- 9-JUN	0	2026 9	INV	P	33.88	063026	315839	SPIRE-VARIOUS DEPTS
				ACCOUNT TOTAL			33.88			
002315	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2026-06.11.26B	0	2026 9	INV	P	617.47	063026	315775	MISSISSIPPI POWER-6
003700	MS POWER COMPANY	E2026-06.15	0	2026 9	INV	P	394.43	063026	315774	MISSISSIPPI POWER-V
003700	MS POWER COMPANY	E2026-06.18.26C	0	2026 9	INV	P	229.51	063026	315778	MISSISSIPPI POWER-1
003700	MS POWER COMPANY	E2026-06.18.26D	0	2026 9	INV	P	117.94	063026	315780	MISSISSIPPI POWER E
							1,359.35			
				ACCOUNT TOTAL			1,359.35			
				ORG 002315 TOTAL			5,637.49			
FUND 002 PARKS & RECREATION FUND				TOTAL:			52,579.95			

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YEAR/PERIOD: 2026/9 TO 2026/9

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
005160			H.M.F.P.FUND-FIRE DIVISION							
005160	570000		MTR VEHICLE REP. PTS/SPL							
002733	EMERGENCY EQUIPMENT	530421	2603295	2026 9	INV	P	457.45	063026	315702	HFD RESERVE RESCUE
050056	AMAZON CAPITAL	1JL1-LQH1-6RWY	2603527	2026 9	INV	P	59.29	063026	315644	HFD OFFICE & SHOP S
051212	GULF COAST OIL	141461	2603518	2026 9	INV	P	86.95	063026	315723	HFD STOCK SUPPLIES
			ACCOUNT TOTAL				603.69			
005160	638400		MOTOR VEHICLE EQ. R&M							
002367	BURROUGHS DIESEL INC	79543	2603481	2026 9	INV	P	227.49	063026	315664	HFD RESERVE LADDER
002485	CLARKE POWER SERVICE	S108031391:01	2603183	2026 9	INV	P	2,114.21	063026	315683	HFD ENGINE 3 UNIT #
002733	EMERGENCY EQUIPMENT	530330	2603358	2026 9	INV	P	852.50	063026	315702	HFD ENGINE 3 UNIT #
049645	DELTA FIRE & SAFETY	INVLA26-1309	2603561	2026 9	INV	P	2,632.01	063026	315696	HFD LADDER 6 UNIT #
			ACCOUNT TOTAL				5,826.21			
			ORG 005160 TOTAL				6,429.90			
FUND 005	HATT.MUNICIPAL FIRE PROTECTION			TOTAL:			6,429.90			

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YEAR/PERIOD: 2026/9 TO 2026/9

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
009660			W&S O&M-CUSTOMER ACCT. DIV.							
009660	000000			OVERSHORT						
047562	ENCO UTILITY	135-431	0	2026 9	INV	P	1,110.12	063026	315705	MB 2020-835 RT 1 BI
				ACCOUNT TOTAL			1,110.12			
009660	502000			MINOR OFFICE EQUIP/FURN.						
004327	STANDARD OFFICE SUPP	H55002-00	2603267	2026 9	INV	P	813.04	063026	315840	OFFICE SUPPLIES/EQU
004327	STANDARD OFFICE SUPP	H55002-01	2603267	2026 9	INV	P	110.16	063026	315840	OFFICE SUPPLIES/EQU
							923.20			
				ACCOUNT TOTAL			923.20			
009660	570000			MTR VEHICLE REP. PTS/SPL						
048827	CARQUEST	016061	2603631	2026 9	INV	P	46.38	063026	315672	MTR VEHICLE PARTS W
				ACCOUNT TOTAL			46.38			
009660	604900			OTHER PROFESSIONAL SERV.						
002665	DIXIE COMMUNITY UTIL	DX 04 29 26	0	2026 9	INV	P	423.00	063026	315697	SEWER READS WATER B
004003	RAWLS SPRINGS UTILIT	RS 06 22 26	0	2026 9	INV	P	925.00	063026	315804	SEWER READS FOR WAT
				ACCOUNT TOTAL			1,348.00			
009660	606000			TELEPHONE AND TELEGRAPH						
051742	C SPIRE - CELL PHONE	3001031910 MAY 2026	0	2026 9	INV	P	808.73	063026	315667	SC# 382C SPIRE BILL
				ACCOUNT TOTAL			808.73			
009660	607000			POSTAGE						
047562	ENCO UTILITY	135-431	0	2026 9	INV	P	3,609.15	063026	315705	MB 2020-835 RT 1 BI
047562	ENCO UTILITY	135-565	0	2026 9	INV	P	1,814.53	063026	315705	MB 2020-835 RT 2 BI
							5,423.68			
				ACCOUNT TOTAL			5,423.68			
009660	620000			PRINTING						
047562	ENCO UTILITY	135-565	0	2026 9	INV	P	570.57	063026	315705	MB 2020-835 RT 2 BI
				ACCOUNT TOTAL			570.57			
009660	630000			GAS						
004321	SPIRE	G2026-JUNE 9	0	2026 9	INV	P	20.00	063026	315839	SPIRE(WILLMUT GAS)
				ACCOUNT TOTAL			20.00			
009660	638400			MOTOR VEHICLE EQ. R&M						
004514	UNIVERSITY TIRE & SE	INV271830	2603426	2026 9	INV	P	799.79	063026	315861	MOTOR VEHICLE EQUP

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/9 TO 2026/9

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
004514	UNIVERSITY TIRE & SE	INV271892	2603448	2026 9	INV	P	78.95	063026	315861	MOTOR VEHICLE EQUP
							878.74			
				ACCOUNT TOTAL			878.74			
009660	639900			OTHER REPAIRS AND MAINT.						
003707	MS STATE/DEPT OF HEA	26-140995	0	2026 9	INV	P	120.00	063026	315783	2026 BOILER INSPECT
				ACCOUNT TOTAL			120.00			
009660	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4271714274	0	2026 9	INV	P	55.86	063026	315679	STATE CONTRACT 8200
002471	CINTAS CORPORATION #	4272490198	0	2026 9	INV	P	35.21	063026	315680	STATE CONTRACT 820
002471	CINTAS CORPORATION #	4273232389	0	2026 9	INV	P	47.80	063026	315679	STATE CONTRACT 8200
							138.87			
				ACCOUNT TOTAL			138.87			
				ORG 009660 TOTAL			11,388.29			
009672			W&S O&M-WATER TRANSMISSION DIV							
009672	545000			HAND TOOLS						
003543	MCELHANEY PLUMBING I	321081	2603440	2026 9	INV	P	274.90	063026	315760	HAND TOOLS FOR WATE
				ACCOUNT TOTAL			274.90			
009672	561000			PLUMBING SUPPLIES						
002442	CENTRAL PIPE SUPPLY	S100455537.001	2603476	2026 9	INV	P	2,333.00	063026	315676	WAREHOUSE STOCK FOR
002442	CENTRAL PIPE SUPPLY	S100455865.001	2603516	2026 9	INV	P	4,921.35	063026	315676	WAREHOUSE STOCK FOR
002442	CENTRAL PIPE SUPPLY	S100456549.001	2603563	2026 9	INV	P	4,996.96	063026	315676	WAREHOUSE STOCK FOR
							12,251.31			
004284	SOUTHERN PIPE & SUPP	11001747-01	2602678	2026 9	INV	P	1,056.42	063026	315831	WAREHOUSE STOCK FOR
004284	SOUTHERN PIPE & SUPP	11001747-02	2602678	2026 9	INV	P	210.60	063026	315831	WAREHOUSE STOCK FOR
							1,267.02			
004300	SOUTHERN WATERWORKS	105768	2603340	2026 9	INV	P	3,311.09	063026	315833	WAREHOUSE STOCK FOR
				ACCOUNT TOTAL			16,829.42			
009672	570000			MTR VEHICLE REP. PTS/SPL						
002646	DELK'S TIRE SALES AN	50992	2603437	2026 9	INV	P	400.03	063026	315695	TIRES FOR UNIT # 21
003861	PATTERSON AUTO ELECT	83347	2603479	2026 9	INV	P	98.28	063026	315791	REPAIRS TO UNIT # 2
003861	PATTERSON AUTO ELECT	83349	2603564	2026 9	INV	P	1,326.52	063026	315791	REPAIRS TO UNIT # 2
							1,424.80			

INVOICE LIST BY GL ACCOUNT

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ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
048827	CARQUEST	015917	2603545	2026 9	INV	P	375.23	063026	315672	REPAIR PARTS FOR UN
048827	CARQUEST	016027	2603610	2026 9	INV	P	59.76	063026	315672	REPAIR PARTS FOR UN
							434.99			
				ACCOUNT TOTAL			2,259.82			
009672	636000			STREETS & STRUCTURES R&M						
003649	C J MORGAN INC	2026015	0	2026 9	INV	P	16,989.50	063026	315665	MB2024-551: WATER
003649	C J MORGAN INC	2026017	0	2026 9	INV	P	322,369.42	063026	315665	MB2024-551: WATER
003649	C J MORGAN INC	2026030	0	2026 9	INV	P	284,975.24	063026	315665	MB2024-551:WATER R
							624,334.16			
				ACCOUNT TOTAL			624,334.16			
				ORG 009672 TOTAL			643,698.30			
009673			W&S O&M-WATER PLANT DIVISION							
009673	501000			OTHER EXPENDABLE OFF.SPL						
050811	IMPERIAL DADE	42102051	2603502	2026 9	INV	P	435.90	063026	315732	PAPERGOODS FOR WATE
				ACCOUNT TOTAL			435.90			
009673	513000			CHEMICALS						
002094	ALLIED UNIVERSAL COR	I3099161	2603435	2026 9	INV	P	1,715.00	063026	315643	MB2024-551: 150# CH
002094	ALLIED UNIVERSAL COR	I3099162	2603435	2026 9	INV	P	1,715.00	063026	315643	MB2024-551: 150# CH
							3,430.00			
002443	CERTIFIED LABORATORI	9667207	2603475	2026 9	INV	P	15,907.00	063026	315677	SC#8200084601: TREA
052141	IDEAL CHEMICAL	308994	2603609	2026 9	INV	P	4,437.50	063026	315730	50LB BAGS OF LIME F
				ACCOUNT TOTAL			23,774.50			
009673	570000			MTR VEHICLE REP. PTS/SPL						
002646	DELK'S TIRE SALES AN	51004	2603327	2026 9	INV	P	128.28	063026	315695	TIRE FOR UNIT # 222
003861	PATTERSON AUTO ELECT	83345	2603478	2026 9	INV	P	483.34	063026	315791	REPAIRS TO UNIT # 2
				ACCOUNT TOTAL			611.62			
009673	604900			OTHER PROFESSIONAL SERV.						
002288	BONNER ANALYTICAL TE	2606312	0	2026 9	INV	P	300.00	063026	315656	ROUTINE COLIFORM TE
002288	BONNER ANALYTICAL TE	2606379	0	2026 9	INV	P	330.00	063026	315656	ROUTINE COLIFORM, J
							630.00			
003380	LANCASTER'S MACHINE	26139	2603456	2026 9	INV	P	375.00	063026	315752	FABRICATE WHEEL KEY
003614	MISSION COMMUNICATIO	2024474	0	2026 9	INV	P	1,364.40	063026	315765	ANNUAL SERVICE FOR

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/9 TO 2026/9

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
047050	C SPIRE (IP)	C033861521	0	2026 9	INV	P	1,253.94	063026	315666	MINOR EQUIPMENT (IP
				ACCOUNT TOTAL			3,623.34			
009673	611000			TRAVEL EXPENSE						
003136	HOWE, ALAN	OT-11366	0	2026 9	INV	P	272.00	063026	315727	OT-11366- TRAVEL AD
				ACCOUNT TOTAL			272.00			
009673	630000			GAS						
004321	SPIRE	G2026- 9-JUN	0	2026 9	INV	P	20.00	063026	315839	SPIRE-VARIOUS DEPTS
				ACCOUNT TOTAL			20.00			
009673	684500			REGISTRATION FEE/TUITION						
003704	MS RURAL WATER ASSN	MSRWA072026	0	2026 9	INV	P	435.00	063026	315782	OT-11368:TAMEKA GRI
				ACCOUNT TOTAL			435.00			
009673	699900			SERVICES NOT SPECIFIED						
003707	MS STATE/DEPT OF HEA	26-140995	0	2026 9	INV	P	30.00	063026	315783	2026 BOILER INSPECT
052420	GRIFFIN-JOHNSON, TAM	OT-11368(A)	0	2026 9	INV	P	1,009.00	063026	315722	OT-11368:TRAVEL EXP
				ACCOUNT TOTAL			1,039.00			
				ORG 009673 TOTAL			30,211.36			
009676				W&S O&M-SEWER DIVISION						
009676	559000			OTHER OPERATING MATL/SPLY						
004531	VACUUM TRUCK SALES &	29190	2602303	2026 9	INV	P	471.36	063026	315863	NOZZLES FOR JETTER
004531	VACUUM TRUCK SALES &	29261	2602312	2026 9	INV	P	942.72	063026	315863	NOZZLES FOR JETTER
							1,414.08			
				ACCOUNT TOTAL			1,414.08			
009676	612000			FREIGHT						
004531	VACUUM TRUCK SALES &	29261	2602312	2026 9	INV	P	40.00	063026	315863	NOZZLES FOR JETTER
				ACCOUNT TOTAL			40.00			
009676	630500			ELECTRICITY						
004282	SOUTHERN PINE ELECTR	E2026-06.16.26	0	2026 9	INV	P	129.01	063026	315829	SOUTHERN PINE-6726
004282	SOUTHERN PINE ELECTR	E2026-06.17.26	0	2026 9	INV	P	1,082.01	063026	315829	SOUTHERN PINE ELECT
							1,211.02			
				ACCOUNT TOTAL			1,211.02			
009676	636000			STREETS & STRUCTURES R&M						

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/9 TO 2026/9

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
004058	RJM MCQUEEN CONTRACT 3321	0	2026 9	INV	P	6,441.00	063026	315808	MB2024-551: SEWER R
004058	RJM MCQUEEN CONTRACT 3322	0	2026 9	INV	P	10,210.00	063026	315808	MB2024-551: SEWER R
004058	RJM MCQUEEN CONTRACT 3323	0	2026 9	INV	P	11,393.05	063026	315808	MB2024-551: SEWER R
004058	RJM MCQUEEN CONTRACT 3324	0	2026 9	INV	P	10,386.25	063026	315808	MB2024-551: SEWER R
004058	RJM MCQUEEN CONTRACT 3325	0	2026 9	INV	P	11,690.75	063026	315808	MB2024-551: SEWER R
004058	RJM MCQUEEN CONTRACT 3326	0	2026 9	INV	P	8,681.00	063026	315808	MB2024-551: SEWER R
004058	RJM MCQUEEN CONTRACT 3329	0	2026 9	INV	P	10,854.00	063026	315808	MB2024-551: SEWER R
004058	RJM MCQUEEN CONTRACT 3330	0	2026 9	INV	P	3,640.00	063026	315808	MB2024-551: SEWER R
004058	RJM MCQUEEN CONTRACT 3331	0	2026 9	INV	P	4,401.00	063026	315808	MB2024-551: SEWER R
004058	RJM MCQUEEN CONTRACT 3332	0	2026 9	INV	P	3,529.00	063026	315808	MB2024-551: SEWER R
004058	RJM MCQUEEN CONTRACT 3333	0	2026 9	INV	P	3,880.90	063026	315808	MB2024-551: SEWER R
004058	RJM MCQUEEN CONTRACT 3334	0	2026 9	INV	P	3,938.00	063026	315808	MB2024-551: SEWER R
004058	RJM MCQUEEN CONTRACT 3337	0	2026 9	INV	P	7,862.50	063026	315808	MB2024-551: SEWER R
004058	RJM MCQUEEN CONTRACT 3338	0	2026 9	INV	P	9,822.65	063026	315808	MB2024-551:SEWER RE
004058	RJM MCQUEEN CONTRACT 3339	0	2026 9	INV	P	10,998.50	063026	315808	MB2024-551: SEWER R
						117,728.60			
			ACCOUNT TOTAL			117,728.60			
009676	638400		MOTOR VEHICLE EQ. R&M						
002646	DELK'S TIRE SALES AN 50992	2603437	2026 9	INV	P	34.97	063026	315695	TIRES FOR UNIT # 21
002646	DELK'S TIRE SALES AN 51018	0	2026 9	INV	P	137.50	063026	315695	ROAD SERVICE FOR UN
						172.47			
003861	PATTERSON AUTO ELECT 83345	2603478	2026 9	INV	P	1,230.00	063026	315791	REPAIRS TO UNIT # 2
003861	PATTERSON AUTO ELECT 83347	2603479	2026 9	INV	P	300.00	063026	315791	REPAIRS TO UNIT # 2
003861	PATTERSON AUTO ELECT 83349	2603564	2026 9	INV	P	1,620.00	063026	315791	REPAIRS TO UNIT # 2
						3,150.00			
			ACCOUNT TOTAL			3,322.47			
009676	638600		CONSTRUCTION EQUIP R&M						
002083	ALLBRITTON CHAIN SAW 22172	2603438	2026 9	INV	P	220.03	063026	315641	REPAIRS TO STIHL WE
002083	ALLBRITTON CHAIN SAW 22393	2603491	2026 9	INV	P	221.69	063026	315641	MOWER REPAIRS FOR S
						441.72			
			ACCOUNT TOTAL			441.72			
009676	643000		UNIFORM RENT						
002471	CINTAS CORPORATION # 4271714845	0	2026 9	INV	P	272.60	063026	315678	SC#8200083585: UNIF
002471	CINTAS CORPORATION # 4272490715	0	2026 9	INV	P	365.97	063026	315678	SC#8200083585: UNIF
002471	CINTAS CORPORATION # 4273233227	0	2026 9	INV	P	294.24	063026	315678	SC#8200083585: UNIF
						932.81			
			ACCOUNT TOTAL			932.81			
			ORG 009676 TOTAL			125,090.70			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/9 TO 2026/9

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
009677			W&S O&M-SEWER LAGOON DIV.							
009677	513000			CHEMICALS						
002094	ALLIED UNIVERSAL COR	I3098658	2603369	2026 9	INV	P	17,581.65	063026	315643	CHLORINE & SULFUR D
002094	ALLIED UNIVERSAL COR	I3100131	2603369	2026 9	INV	P	3,263.10	063026	315643	CHLORINE & SULFUR D
							20,844.75			
002443	CERTIFIED LABORATORI	9667207	2603475	2026 9	INV	P	13,887.50	063026	315677	SC#8200084601: TREA
				ACCOUNT TOTAL			34,732.25			
009677	602500			LEGAL						
002346	BRUNINI GRANTHAM GRO	286825	0	2026 9	INV	P	4,906.75	063026	315662	GENERAL - SSO
004599	WATKINS & EAGER	448693	0	2026 9	INV	P	5,654.50	063026	315870	RE:ENVIRONMENTAL MA
				ACCOUNT TOTAL			10,561.25			
009677	604900			OTHER PROFESSIONAL SERV.						
002288	BONNER ANALYTICAL TE	2605234	0	2026 9	INV	P	2,289.01	063026	315656	NPDES SAMPLES, MAY
				ACCOUNT TOTAL			2,289.01			
009677	630500			ELECTRICITY						
003873	PEARL RIVER VALLEY E	2026-06.18.26	0	2026 9	INV	P	37.64	063026	315793	PEARL RIVER VALLEY-
003873	PEARL RIVER VALLEY E	2026-06.19.26B	0	2026 9	INV	P	781.65	063026	315793	PEARL RIVER VALLEY-
							819.29			
				ACCOUNT TOTAL			819.29			
009677	638000			FIXED EQUIPMENT R&M						
003348	L & A CONTRACTING CO	483-326	0	2026 9	INV	P	46,791.96	063026	315750	MB2024-1088: LAGOON
003348	L & A CONTRACTING CO	483-327	0	2026 9	INV	P	21,843.00	063026	315750	MB2024-1088: LAGOON
							68,634.96			
				ACCOUNT TOTAL			68,634.96			
				ORG 009677 TOTAL			117,036.76			
		FUND 009 WATER & SEWER OPERATION/MAINT.			TOTAL:		927,425.41			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/9 TO 2026/9

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
011000				WATER & SEWER BALANCE SHEET						
011000	115000			COLLECTION FEES						
002058	ADELA INC	040201490000 5/26	0	2026 9	INV	P	224.03	063026	315638	WATER COLLECTION FE
				ACCOUNT TOTAL			224.03			
				ORG 011000 TOTAL			224.03			
011001				WATER & SEWER REVENUES						
011001	360001			RESIDENTIAL WATER-NO TAX						
051547	REMAX	81309	0	2026 9	INV	P	22.68	063026	315805	UB 6251 213 DONWOOD
052018	SHEMPER PROPERTIES	81310	0	2026 9	INV	P	11.34	063026	315816	UB 19364 106 NORTHW
052424	TINA SMITH	81295	0	2026 9	INV	P	46.49	063026	315852	UB 10747 1215 32ND
052425	BROWN, HELEN	81296	0	2026 9	INV	P	72.68	063026	315661	UB 16719 609 SATCHE
052426	WILLIAMS, NANCY	81297	0	2026 9	INV	P	11.34	063026	315874	UB 22891 18 YELLOWS
052427	DELANCY, ASHLEY	81298	0	2026 9	INV	P	11.34	063026	315694	UB 3283 104 23RD
052428	SCHRAEDER, MARY 1	81299	0	2026 9	INV	P	11.34	063026	315813	UB 4072 139 BRYCEWO
052429	JOSHUA WELCH	81300	0	2026 9	INV	P	75.00	063026	315744	UB 22989 714 29TH
052430	RAFAEL SANCHEZ	81301	0	2026 9	INV	P	11.34	063026	315802	UB 4622 104 DOVERCL
052431	RYAN CALVERT	81302	0	2026 9	INV	P	11.34	063026	315811	UB 3861 2100 SUNSET
052432	MERITAGE HOMES-GULF	81303	0	2026 9	INV	P	69.99	063026	315761	UB 35312 107 FOUNDE
052433	CELESTE GARRETT	81304	0	2026 9	INV	P	11.34	063026	315675	UB 18826 809 LONGST
052434	CYNTHIA BRACEY	81305	0	2026 9	INV	P	11.34	063026	315692	UB 5487 211 GREENWO
052435	JULIE NORMAN	81306	0	2026 9	INV	P	11.34	063026	315745	UB 20956 1298 34TH
052436	ALLEN BAREFIELD	81307	0	2026 9	INV	P	11.34	063026	315642	UB 2161 1003 MAMIE
052437	BACK HOME VENTURES L	81308	0	2026 9	INV	P	11.34	063026	315652	UB 10721 1196 31ST
052439	SOUTHGATE REALTY, LL	81312	0	2026 9	INV	P	11.34	063026	315834	UB 19922 323 WOODSH
052443	LISA N ALEXANDER	81453	0	2026 9	INV	P	11.34	063026	315755	UB 3319 301 24TH
052449	THE COTTAGES-H'BURG	81615	0	2026 9	INV	P	1,681.28	063026	315849	UB 20911 900 BEVERL
				ACCOUNT TOTAL			2,115.54			
011001	360002			TAXABLE WATER SALES						

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/9 TO 2026/9

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
052438	GOLDEN EAST	81311	0	2026 9	INV	P	51.71	063026	315719	UB 8190 1701 HARDY
				ACCOUNT TOTAL			51.71			
011001	363002			RESIDENTIAL SEWER						
052424	TINA SMITH	81295	0	2026 9	INV	P	35.20	063026	315852	UB 10747 1215 32ND
052440	LINCOLN BUSINESS CEN	81313	0	2026 9	INV	P	6,762.70	063026	315754	UB 22238 6855 LINCO
				ACCOUNT TOTAL			6,797.90			
				ORG 011001 TOTAL			8,965.15			
	FUND 011 WATER & SEWER FUND			TOTAL:			9,189.18			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/9 TO 2026/9

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
019100		POL.FORFEITURES-POLICE DIV.							
019100 604900		OTHER PROFESSIONAL SERV.							
050095 TOSHIBA FINANCIAL SE	47317176	0	2026 9	INV	P	217.64	063026	315855	FILE# 2022-514 COPI
050095 TOSHIBA FINANCIAL SE	48516069	0	2026 9	INV	P	158.92	063026	315855	FILE# 2022-514 COPI
050095 TOSHIBA FINANCIAL SE	49373668	0	2026 9	INV	P	158.92	063026	315855	FILE# 2022-514 COPI
						535.48			
			ACCOUNT TOTAL			535.48			
019100 739900		OTHER EQUIPMENT							
003588 MID SOUTH UNIFORM &	667929	2602815	2026 9	INV	P	22,443.33	063026	315764	VEST CLASS#45/ DEAR
			ACCOUNT TOTAL			22,443.33			
			ORG 019100 TOTAL			22,978.81			
FUND 019 POLICE FORFEITURES FUND				TOTAL:		22,978.81			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/9 TO 2026/9

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
039551			AIRPORT IMPR.-AIRPORT DIV						
039551	729530		HANGAR TAXIWAY						
049196 JW CHAIN CONTRACTORS PAY APP #3		0	2026 9	INV	P	222,710.17	063026	315746	MB 2024-13 BOBBY CH
			ACCOUNT TOTAL			222,710.17			
			ORG 039551 TOTAL			222,710.17			
FUND 039 AIRPORT IMPROVEMENT FUND			TOTAL:			222,710.17			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/9 TO 2026/9

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
073570			MASS TRANSIT-TRANSPORTATION							
073570	571001			REPAIR PARTS - FIXED ROUTE						
004514	UNIVERSITY TIRE & SE	INV267682	2602122	2026 9	INV	P	4,628.80	063026	315861	TIRES FOR MASS TRAN
048827	CARQUEST	015501	2603284	2026 9	INV	P	1,325.63	063026	315672	PARTS FOR UNIT 2112
052292	NATIONAL SEATING &	52292	2602689	2026 9	INV	P	596.00	063026	315785	GAS SPRING 30LB
				ACCOUNT TOTAL			6,550.43			
073570	606000			TELEPHONE AND TELEGRAPH						
051742	C SPIRE - CELL PHONE	3001031910 MAY 2026	0	2026 9	INV	P	810.72	063026	315667	SC# 382C SPIRE BILL
				ACCOUNT TOTAL			810.72			
073570	635000			BUILDING R&M						
003707	MS STATE/DEPT OF HEA	26-140995	0	2026 9	INV	P	60.00	063026	315783	2026 BOILER INSPECT
				ACCOUNT TOTAL			60.00			
073570	638501			BUS EQUIP R&M-FIXED ROUTE						
002565	COURTESY MOTORS INC	392811	2603249	2026 9	INV	P	587.65	063026	315691	REPAIR TO UNIT 2112
050656	MS COAST TRANSPORT	INV1446551960	2602819	2026 9	INV	P	24,277.75	063026	315767	TEAR DOWN AND REPAI
				ACCOUNT TOTAL			24,865.40			
073570	638502			BUS EQUIP R&M-PARATRANSIT						
002535	COMSOUTH	213171	0	2026 9	INV	P	130.00	063026	315686	FLEX CABLES, MINI U
050656	MS COAST TRANSPORT	INV1446551900	2602123	2026 9	INV	P	9,486.65	063026	315767	TEAR DOWN AND REPAI
				ACCOUNT TOTAL			9,616.65			
073570	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4270952508	0	2026 9	INV	P	203.70	063026	315678	UNIFORM RENTALS STA
002471	CINTAS CORPORATION #	4271714864	0	2026 9	INV	P	206.96	063026	315678	UNIFORM RENTALS STA
002471	CINTAS CORPORATION #	4272490622	0	2026 9	INV	P	261.27	063026	315678	UNIFORM RENTALS STA
002471	CINTAS CORPORATION #	4273232974	0	2026 9	INV	P	228.81	063026	315678	UNIFORM RENTALS STA
							900.74			
				ACCOUNT TOTAL			900.74			
				ORG 073570 TOTAL			42,803.94			
	FUND 073 MASS TRANSIT FUND				TOTAL:		42,803.94			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/9 TO 2026/9

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
075695			W&S CONSTR.-CAPITAL PROJECTS							
075695	601500		ENGINEERING							
004197	SHOWS DEARMAN & WAIT	27963	0	2026 9	INV	P	8,200.00	063026	315818	MB 2018-288-289 INF
004197	SHOWS DEARMAN & WAIT	27964	0	2026 9	INV	P	2,160.00	063026	315818	MB 2021-338 HH AREA
004197	SHOWS DEARMAN & WAIT	27965	0	2026 9	INV	P	10,160.16	063026	315818	MB 2022-44 LINCOLN
004197	SHOWS DEARMAN & WAIT	27966	0	2026 9	INV	P	4,872.50	063026	315818	FILE 2020-267 INNS
004197	SHOWS DEARMAN & WAIT	27967	0	2026 9	INV	P	193,500.00	063026	315818	MB 2023-470 MAIN ST
004197	SHOWS DEARMAN & WAIT	27968	0	2026 9	INV	P	10,390.00	063026	315818	MB 2022-45 W 7 N25&
004197	SHOWS DEARMAN & WAIT	27969	0	2026 9	INV	P	2,010.00	063026	315818	MB 2022-44 MISSISSI
004197	SHOWS DEARMAN & WAIT	27972	0	2026 9	INV	P	3,200.00	063026	315818	FILE 2025-1149 HWY4
004197	SHOWS DEARMAN & WAIT	27974	0	2026 9	INV	P	2,380.00	063026	315818	MB 2012-1/34 GENERA
004197	SHOWS DEARMAN & WAIT	27976	0	2026 9	INV	P	550.00	063026	315818	FILE 2024-116 COMSW
							237,422.66			
				ACCOUNT TOTAL			237,422.66			
075695	722099		PROGRAMMED SEWER PROJ.							
003649	C J MORGAN INC	2026038	0	2026 9	INV	P	87,320.95	063026	315665	MB 2024-551 12" LIN
				ACCOUNT TOTAL			87,320.95			
				ORG 075695 TOTAL			324,743.61			
FUND 075 WATER&SEWER CONSTRUCTION FUND					TOTAL:		324,743.61			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/9 TO 2026/9

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
077650			COMMUNITY CTR-ADMIN/GENERAL							
077650	510000		CLEANING/JANITORIAL SPLY							
004634	WHEELER'S JANITORIAL	2994	2603290	2026 9	INV	P	560.00	063026	315871	JANITORIAL SUPPLIES
004634	WHEELER'S JANITORIAL	3334	2603547	2026 9	INV	P	48.95	063026	315871	JANITORIAL SUPPLIES
							608.95			
				ACCOUNT TOTAL			608.95			
077650	561000		PLUMBING SUPPLIES							
003543	MCELHANEY PLUMBING I	321026	2603411	2026 9	INV	P	229.00	063026	315760	MATERIAL FOR INSULA
				ACCOUNT TOTAL			229.00			
077650	604900		OTHER PROFESSIONAL SERV.							
002754	ESSCO HEATING AND A/	45356	2603431	2026 9	INV	P	210.00	063026	315708	AIR CONDITIONING RE
004234	SMITH, JIM SERVICES	1138	2603389	2026 9	INV	P	1,907.39	063026	315820	INSTALL INSULATION
051151	ENVIRONMENTAL SERVIC	02603382	2603382	2026 9	INV	P	1,500.00	063026	315706	CULTURAL CENTER AIR
				ACCOUNT TOTAL			3,617.39			
077650	606000		TELEPHONE AND TELEGRAPH							
051742	C SPIRE - CELL PHONE	3001031910 MAY 2026	0	2026 9	INV	P	90.62	063026	315667	SC# 382C SPIRE BILL
				ACCOUNT TOTAL			90.62			
077650	630000		GAS							
004321	SPIRE	G2026-JUNE 9	0	2026 9	INV	P	73.88	063026	315839	SPIRE(WILLMUT GAS)
				ACCOUNT TOTAL			73.88			
077650	635000		BUILDING R&M							
002754	ESSCO HEATING AND A/	45356	2603431	2026 9	INV	P	1,804.00	063026	315708	AIR CONDITIONING RE
003341	KONE INC	871900571-1	0	2026 9	INV	P	3,042.84	063026	315748	ELEVATOR SRVC 01-01
				ACCOUNT TOTAL			4,846.84			
077650	635700		PLUMBING EQUIPMENT R&M							
003543	MCELHANEY PLUMBING I	320354	2602988	2026 9	INV	P	6.95	063026	315760	REPAIR TO ART CENTE
				ACCOUNT TOTAL			6.95			
077650	637000		HOUSEHOLD EQUIPMENT R&M							
052412	MAGNOLIA POTTERY SUP	22303	2603387	2026 9	INV	P	92.25	063026	315756	THERMOSTATE FOR KIL
052412	MAGNOLIA POTTERY SUP	22304	2603386	2026 9	INV	P	134.40	063026	315756	RELAYS FOR KILN AT
							226.65			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/9 TO 2026/9

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL			226.65			
077650	639900			OTHER REPAIRS AND MAINT.						
003707	MS STATE/DEPT OF HEA	26-140995	0	2026 9	INV	P	210.00	063026	315783	2026 BOILER INSPECT
003707	MS STATE/DEPT OF HEA	26-141005	0	2026 9	INV	P	30.00	063026	315783	BOILER INSPECTION C
							240.00			
				ACCOUNT TOTAL			240.00			
077650	715010			REC CENTER OLD YMCA						
002905	GILLILANDS ELECTRONI	20465	0	2026 9	INV	P	394.95	063026	315717	REPLACED DEFECTIVE
				ACCOUNT TOTAL			394.95			
077650	715014			CULTURAL CENTER						
003543	MCELHANEY PLUMBING I	321034	2603430	2026 9	INV	P	18.95	063026	315760	WATER SPIGOT FOR CU
004495	ULINE	209123744	2603404	2026 9	INV	P	2,622.90	063026	315859	DEHUMIDIFIER FOR CU
050407	SPF WINDOW FILMS	981907753	2603414	2026 9	INV	P	650.00	063026	315838	REMOVE AND REPLACE
				ACCOUNT TOTAL			3,291.85			
				ORG 077650 TOTAL			13,627.08			
FUND 077 COMMUNITY CENTERS' FUND					TOTAL:		13,627.08			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/9 TO 2026/9

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
079605			COVID FISCAL RECOVERY EXPENSES						
079605	729568		LINCOLN RD DETENTION FA - MCWI						
004579 WALTERS CONSTRUCTION	PAY EST NO 13	0	2026	9	INV	P	110,951.60	063026	315864 MB 2023-100 LINCOLN
					ACCOUNT TOTAL		110,951.60		
					ORG 079605 TOTAL		110,951.60		
					FUND 079 COVID FISCAL RECOVERY FUNDS TOTAL:		110,951.60		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/9 TO 2026/9

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
086300			SPEC SALES TAX/RECREATION MAIN							
086300	729599		MISC.OTHER IMPROVEMENTS							
052364	PRIME PAINTING	103	2603119	2026 9	INV	P	3,000.00	063026	315801	2-QUOTE JOHN BUCKLE
				ACCOUNT TOTAL			3,000.00			
				ORG 086300 TOTAL			3,000.00			
			FUND 086 SPEC SALES TAX-P&R/UNIV IMPROV		TOTAL:		3,000.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/9 TO 2026/9

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
087601		INDUSTRIAL PK-G.O.ACQUISITIONS							
087601 602500			LEGAL						
004677 WISE CARTER CHILD &	281648	0	2026 9	INV	P	165.00	063026	315876	LEGAL SERVICES REND
			ACCOUNT TOTAL			165.00			
087601 625500			PUBLIC LIAB/PROPERTY DAM						
004308 SOUTHGROUP (HATTIESB	281429	0	2026 9	INV	P	13,593.00	063026	315836	LIABILITY INS RENEW
			ACCOUNT TOTAL			13,593.00			
			ORG 087601 TOTAL			13,758.00			
FUND 087 INDUSTRIAL PARK DEVELOPMENT			TOTAL:			13,758.00			

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JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
001	General Fund		1,357,678.94
002	PARKS & RECREATION FUND		52,579.95
005	HATT.MUNICIPAL FIRE PROTECTION		6,429.90
009	WATER & SEWER OPERATION/MAINT.		927,425.41
011	WATER & SEWER FUND		9,189.18
019	POLICE FORFEITURES FUND		22,978.81
039	AIRPORT IMPROVEMENT FUND		222,710.17
073	MASS TRANSIT FUND		42,803.94
075	WATER&SEWER CONSTRUCTION FUND		324,743.61
077	COMMUNITY CENTERS' FUND		13,627.08
079	COVID FISCAL RECOVERY FUNDS		110,951.60
086	SPEC SALES TAX-P&R/UNIV IMPROV		3,000.00
087	INDUSTRIAL PARK DEVELOPMENT		13,758.00
801	CLAIMS FUND	3,107,876.59	
	TOTAL	3,107,876.59	3,107,876.59

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