



**Tuesday, October 8, 2019
5:00 PM**

**City Council
Tuesday Meeting Agenda**

**Council Chambers
200 Forrest Street**

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

POLICY AGENDA

- 1. 2019-204** Approve the minutes for the September 16 & 17, 2019 meetings of the City Council.
- 2. 2019-196** Adopt an Ordinance for the petition filed by Kenneth Moye, Bay Street Developments, LLC, Applicant, Sam Levison, Representative, and Marvin Arrington, Owner, to change the zoning classification for a certain property located at 314 Bay Street (PPIN 18609, Ward 4) from Section 4.5.4, R-1B (Single Family Residential) District to Section 4.5.9, B-2 (Neighborhood Business) District. The Planning Commission recommended to Deny on August 7, 2019.
- 3. 2019-178** Adopt a Resolution for final approval of Motor Vehicle Assessment Schedule for Fiscal Year 2019-2020; authorize publication of same.
- 4. 2019-199** Adopt a Resolution approving the issuance of a Free port Warehouse License to Resinall Corp, and granting the appropriate tax exemption pursuant to Section 21-31-53, et seq., of the Mississippi Code.
- 5. 2019-198** Adopt a Resolution approving the issuance of a Free Port Warehouse License to Wis-Pak of Hattiesburg and granting the appropriate exemption pursuant to Section 21-31-53, et seq., of the Mississippi Code.
- 6. 2019-191** Adopt a Resolution authorizing Requisition No. 50 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

7. **2019-152** Adopt a Resolution authorizing application for a loan through the Drinking Water Systems Improvements Revolving Loan Fund Program and naming the Mayor as the authorized representative of the City.
8. **2019-189** Approve Professional Services Contract with Shows, Dearman and Waits, Inc. for Engineering services related to the design, construction and oversight of the Longleaf Heights Avenues Phase I project and authorize the Mayor to execute in duplicate.
9. **2019-197** Approve the MS Department of Public Safety, Office of Highway Safety FY2020 154 Alcohol Grant Agreement in the amount of \$45,006.40 and authorize the Mayor to execute in duplicate.
10. **2019-201** Approve Backup Internet connection with Comcast for AT&T to build a VPN for the HPD units for a month to month contract in the amount of \$186.00 and authorize the Mayor to execute the same.
11. **2019-180** Approve a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Carolyn White of 213 South 11th Avenue in an amount not to exceed \$50,000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E) {Entitlement} and authorize the Mayor to execute in triplicate.
12. **2019-183** Approve a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Harry and Sabrina Brister of 207 West 5th Street in an amount not to exceed \$50,000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E) {Entitlement} and authorize the Mayor to execute in triplicate.
13. **2019-182** Approve a Contractor and Owner Agreement and a Housing Repair Grant Award to Mary Smith of 708 Monroe Street in an amount not to exceed \$10,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E){Entitlement} and authorize the Mayor to execute in triplicate.
14. **2019-187** Authorize submission of a grant application to Mississippi Department of Archives and History (MDAH) for the Community Heritage Preservation Grant Program in the amount of \$59,200.00 to fund City Hall renovations. The grant requires the city to provide \$14,800.00 (20% of total project costs) in matching funds.
15. **2019-188** Authorize submission of a grant application to Mississippi Department of Archives and History (MDAH) for the Community Heritage Preservation Grant Program in the amount of \$200,000.00 to fund renovations at F.B. Woodley Elementary School. The grant requires \$50,000.00 (20% of total project costs) in matching funds, which will be provided by Hattiesburg Public School District.
16. **2019-202** Designate The Spectrum Center's Annual Pine Belt Pride event, to be held Saturday, 12, 2019, at Town Square Park, as a city approved event for the purposes described in Ordinance 3148.

17. **2019-209** Authorize Mayor to execute Tri-Party Agreement, in triplicate, between City of Hattiesburg, South Mississippi Planning and Development District, and Goff Investments, LLC for participation in the Commercial Redevelopment Incentive Program for redevelopment of property located at 142 East Front Street.

ROUTINE AGENDA

1. **2019-206** Acknowledge receipt of City of Hattiesburg, Mississippi combined water and sewer systems audited financial statements for fiscal year ending September 30, 2018.
2. **2019-194** Acknowledge receipt of a list of properties determined by Code Enforcement Officers in the month of September of 2019 eligible for processing via expedited process.
3. **2019-192** Acknowledge receipt of the two quote docket for the period of August 27, 2019 through September 29, 2019 as provided for in section 31-7-13 (b) of the Mississippi code of 1972
4. **2019-190** Acknowledge receipt of Privilege Tax License Report for August, 2019.
5. **2019-176** Acknowledge receipt from Phillip McSwain Certificate of Attendance of the Municipal Court Clerks Statewide Seminar.
6. **2019-184** Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #21 - Corporation Stop, 3-Part Union, and Straight Coupling for the Hattiesburg Water Department
7. **2019-185** Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #12 - Furnish and Install Various Chain Link & Vinyl Coated Fencing
8. **2019-186** Approve Plans and Specifications for the Country Club Road Water Improvements project and authorize publication of advertisement for bids.
9. **2019-193** Approve plans and specifications and authorize publication of Advertisement for Bids for four (4) bus stop locations.
10. **2019-181** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
11. **2019-203** Approve claims docket for the period ending September 30, 2019.

In Memoriam:

Meeting Recessed



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, October 8, 2019

Re: Adopt an Ordinance for the petition filed by Kenneth Moye, Bay Street Developments, LLC, Applicant, Sam Levison, Representative, and Marvin Arrington, Owner, to change the zoning classification for a certain property located at 314 Bay Street (PPIN 18609, Ward 4) from Section 4.5.4, R-1B (Single Family Residential) District to Section 4.5.9, B-2 (Neighborhood Business) District. The Planning Commission recommended to Deny on August 7, 2019.
File Number: 2019-196
Minute Book #

Summary

Adopt an Ordinance to rezone 314 Bay Street R-1B to B-2, Ward 4

Recommendation Statement

Please place this on the October 8, 2019 City Council meeting for consideration.



Send to:
Andrew Ellard, Director of Urban Development
Dept. of Urban Development
P.O. Box 1898
Hattiesburg, MS 39403
601.545.4599 or fax 601.545.1962

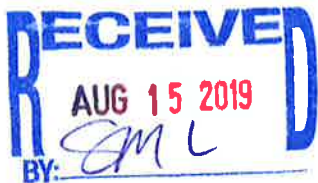
**REQUEST TO APPEAL PLANNING COMMISSION OR BOARD OF ADJUSTMENTS
RECOMMENDATION**

Today's Date: August 9, 2016
Planning Commission or Board of Adjustment Date: August 7, 2019 (Appeals must be made within ten consecutive days of the recommendation)
Name of Property Owner/Petitioner: Marvin Arrington
Name of Person Requesting Appeal Hearing: Kenneth Moye, Bay Street Development, LLC
Mailing Address of Person Requesting Appeal Hearing: PO Box 8241, Moss Point, MS 39562
Address of Petitioned Property: 314 Bay Street, Hattiesburg, MS
Petitioner's Request of the Planning Commission or Board of Adjustments: Rezoning from R-1B to B-2
Planning Commission or Board of Adjustment's Recommendation: Approve ☐ or Deny ☒

I/We hereby APPEAL the Planning Commission or Board of Adjustment's Recommendation for the above reference petition and request to hold a Public Hearing before the Hattiesburg City Council.

Kenneth Moye
Appellant (print)


Appellant (signature)



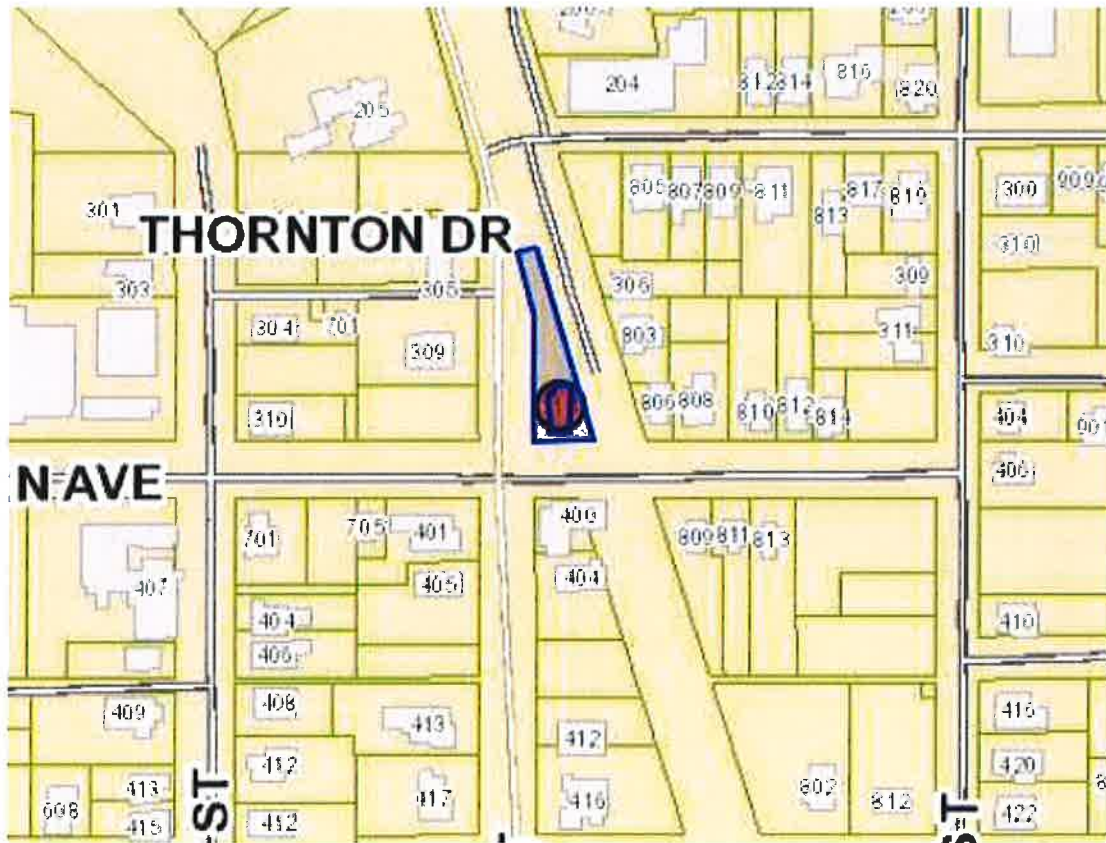
SUBJECT PARCEL: 314 Bay Street

Kenneth Moye, Bay Street Developments, LLC, Applicant, Sam Levison, Representative,
and Marvin Arrington, Owner

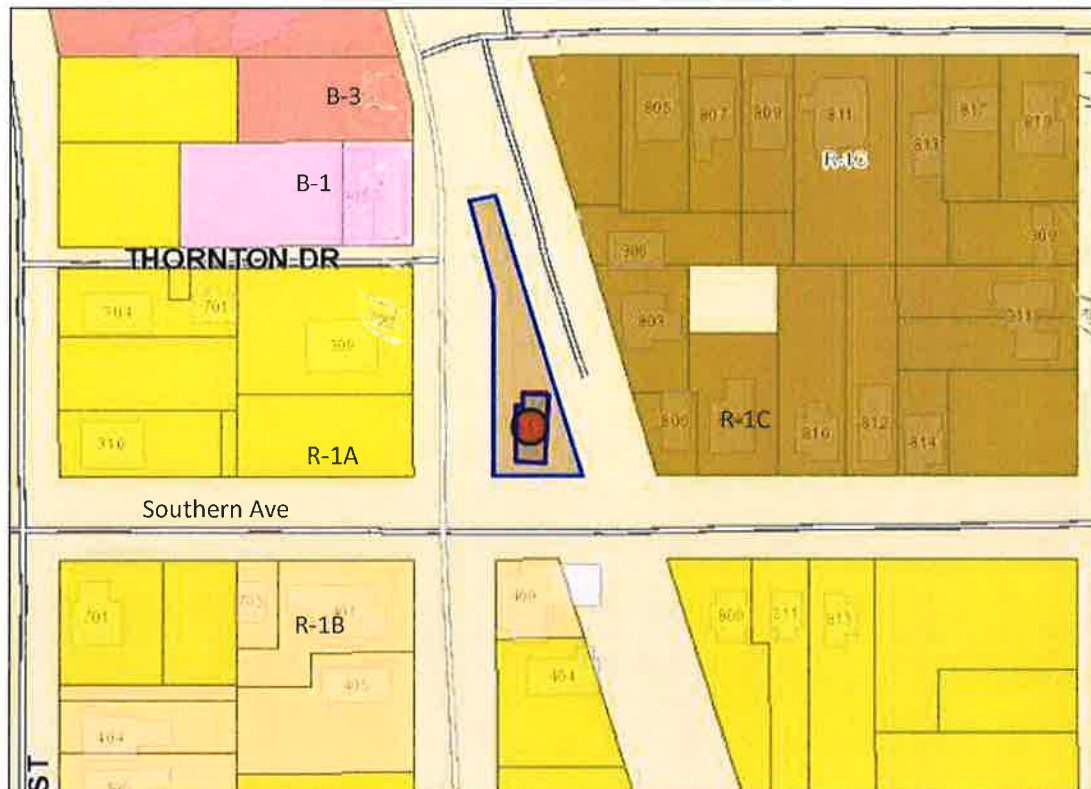
The applicant requests to change the zoning classification for a certain property located at 314 Bay Street (Parcel 2-029P-10-281.00, PPIN 18609, Ward 4) from Section 4.5.4, R-1B (Single Family Residential) District to Section 4.5.9, B-2 (Neighborhood Business) District.



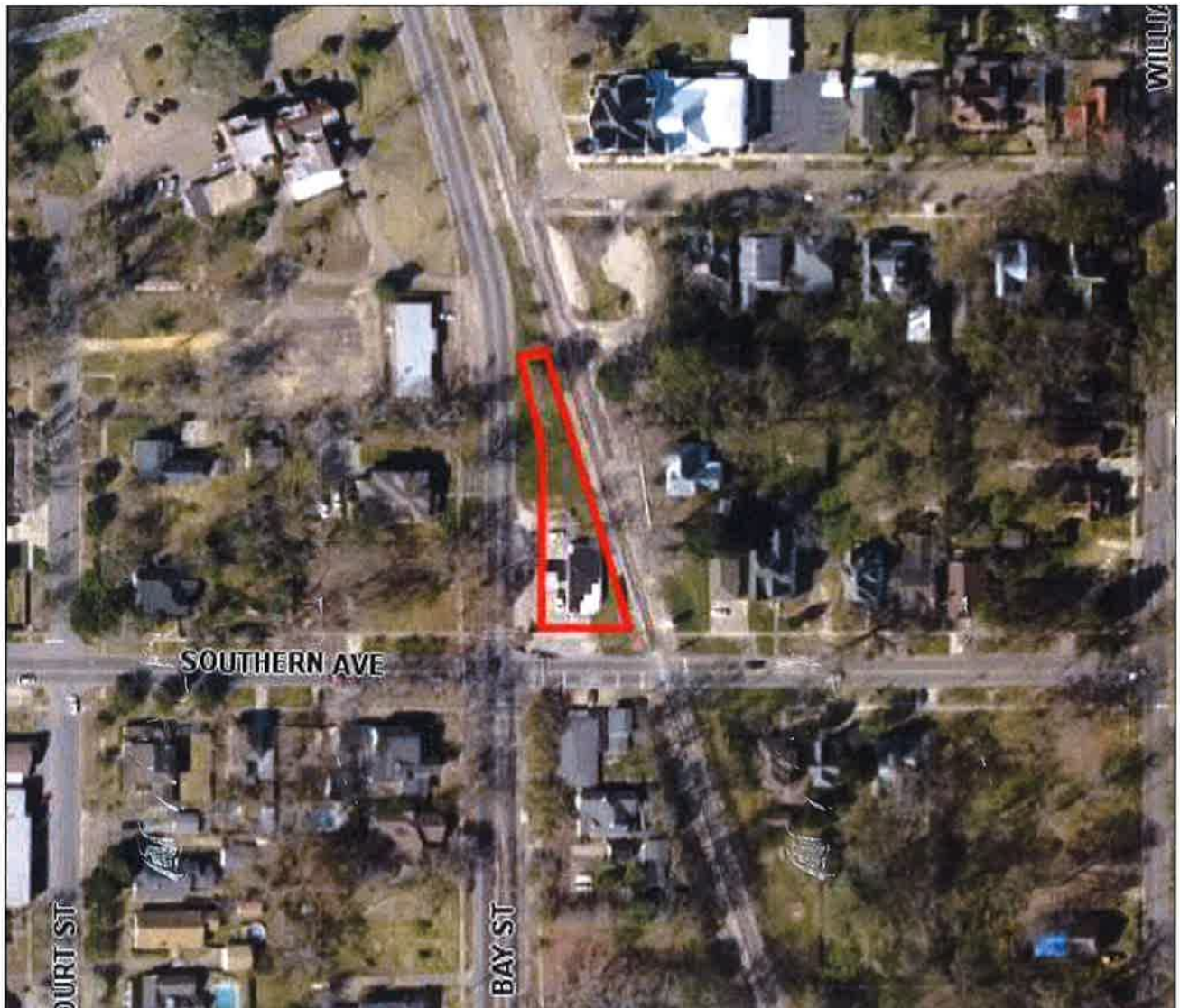
Vicinity Map—Ward 4



Zoning—R-1B



Site Aerial



SURROUNDING AREA

Northern Direction: B-1
(Professional Business) and R-1C
(Single-Family Residential) District /
Office



Southern Direction: R-1B (Single-
Family Residential) District / Florist



Eastern Direction: R-1C (Single-
Family Residential) District / Duplex
and Single Family Dwelling

Western Direction: R-1A (Single-
Family Residential) District / Single
Family Dwelling





**Planning Commission
Case Fact Sheet**

Petitioners: Kenneth Moyer, Applicant, Sam Levison, Representative, Marvin Arrington, Owner

Address of Properties:	Tax Parcels	PPIN:	Ward:
314 Bay Street	Parcel 2-029P-10-281.00	18609	4

Request: Zoning Change

Purpose of Request: To change the zoning classification for a certain property located at 314 Bay Street (Parcel 2-029P-10-281.00, PPIN 18609, Ward 4) from Section 4.5.4, R-1B (Single Family Residential) District to Section 4.5.9, B-2 (Neighborhood Business) District.

Applicant Summary: See Attached

Applicable Regulations:

SECTION 4 Zoning Districts Established

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

4.5.9 B-2 Neighborhood Business District: The purpose of the B-2 District is to provide for retail and personal service uses in locations convenient to residential neighborhoods consistent with comprehensive planning policies. This district is consistent with the Neighborhood Business District in the Comprehensive Plan.

Present Zoning: This parcel is currently zoned R-1B (Single Family Residential).

Present Use: Vacant

Future Land Use: Neighborhood Business

Surrounding Zoning and Land Use:
North: B-1 (Professional Business) and R-1C (Single-Family Residential) District / Office (northwest) and Single Family Dwelling (northeast)
South: R-1B (Single-Family Residential) District / Florist
East: R-1C (Single-Family Residential) District / Duplex and Single Family Dwelling
West: R-1A (Single-Family Residential) District / Single Family Dwelling

Most Nearly Bounded By (streets): The parcel is accessible by Bay Street and Southern Avenue. It is bounded by the Railroad Right-of-Way

Letters or Concerns stated: The Planning Division Office has not received any letters relative to this case as of July 23, 2019.

History / Background:
Parking onsite is adequate for retail. The design may need to be altered if canopy is removed. Review of site design changes would be managed through staff site plan review.

Any proposed restaurant at the location, should rezoning to B-2 be approved, would require an additional Conditional Use approval by Planning Commission and City Council. Conditions can be found in Section 5.4.34 of the Land Development Code.

A re-zoning application for a change from R-1A to B-2 was denied by the City Council on March 16, 2015. The case was appealed to the Circuit Court. A judgment was rendered on October 26, 2015 denying the appeal.

A re-zoning application for a change from R-1A to B-2 was denied by the City Council on September 19, 2017.

Basis for Approval:
1. The character of the neighborhood (**has / has not**) changed substantially so that rezoning is clearly justified and there (**is / is not**) a public need for the rezoning
2. There is a mistake in the original zoning.
3. Annexation

Rezoning Information (1 page)

One of the following conditions must be met before a rezoning can be recommended.
Check the condition(s) most applicable to your request and explain in writing.

- ☒ (A.) There is a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is a public need for the change in question, based on the Comprehensive Plan.
- ☒ (B.) There is a mistake in the original zoning.
- ☐ C. Annexation

Detailed explanation of condition(s) most applicable to your request: (Please print or type.)

The subject property is currently zoned R1-B (Single Family Residential). It was determined to be
zoned as this since 1989. The property has been operating as a commercial business up until 2014.
We are asking for a zoning change to be consistent with the previous commercial use of the property
in order to make enhancements to the existing building and bring the property back into commerce to
offer neighborhood convenience and value to the surrounding community. The Comprehensive
Land Use designation is currently Neighborhood Business District which is consistent with our zoning
change proposal. The City of Hattiesburg presented previously that the property was rezoned by
mistake in 1989 but did not provide sufficient evidence to revert the zoning back to commercial. In
addition, there was never a zoning ordinance presented to prove the property was included in a group
zoning change. Please consider our zoning change proposal to B-2 (Neighborhood Business District)
so we can have proper use of our property with it's initial intended use. We are willing to revise our
application to any other zoning district recommendations from the Planning Commission as long as it
allows us to use the property for a convenient cafe or provide retail services to the community.

GRAPHIC SCALE



LEGAL DESCRIPTION

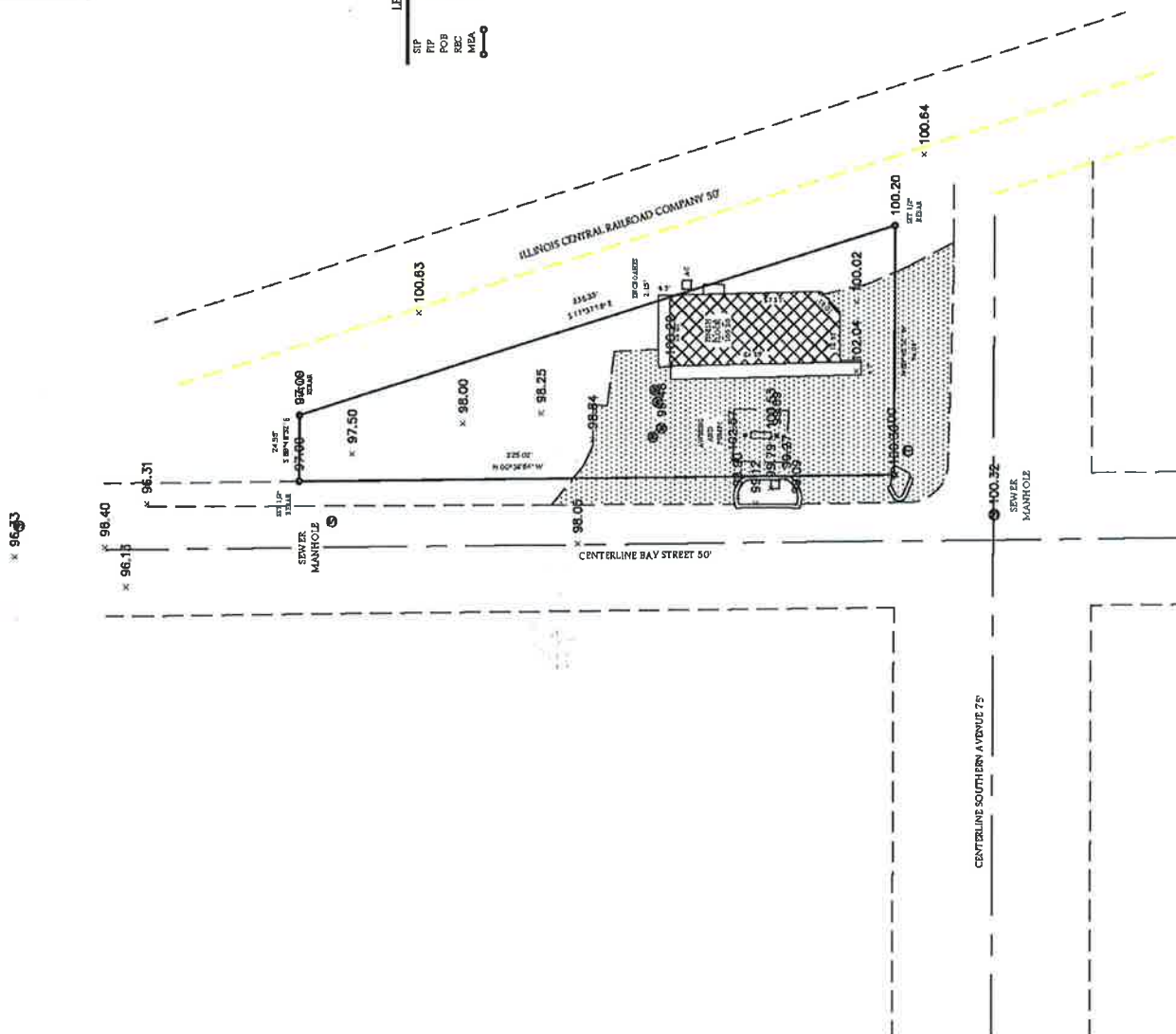
All of lot 4 West of the Illinois Central Railroad Company right of way being further described as the part of Lot 4 bounded on the North by the Illinois Central Railroad Company right of way of one mile in length and on the East by the Mississippi River.

The lots are located on Block 498 of and according to the Census and Plat Map of the City of St. Louis, Missouri, in Ward No. 10, Precinct No. 10, of the City of St. Louis, Missouri, the same being a subdivision of the part of the Illinois Central Railroad Company right of way between Section 10, Township 4 North, Range 13 West, Forest County, Minnesota, as per map or plat thereof on file of record in the office of the County Clerk of Forest County, Minnesota; at book 12 at page

AND ALSO;

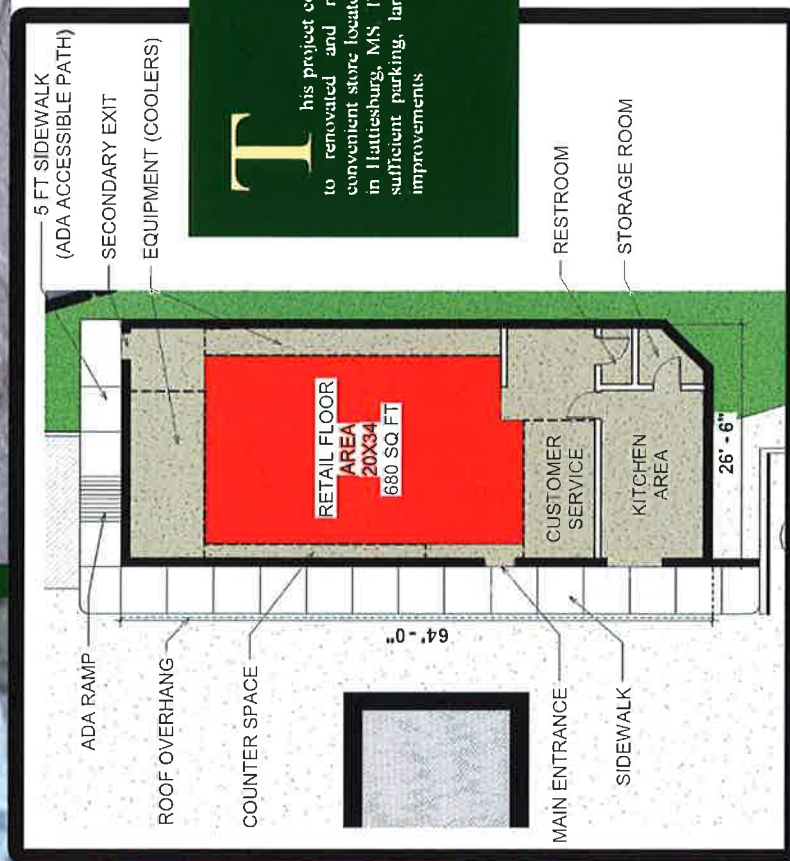
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LEGEND	
SIP	SET IRON PIN
FIP	FOUND IRON PIN
FOB	POINT OF BEGINNING
RBC	RECORDED
MEA	MEASURED
	PROPERTY LINE



LEGEND

- SIP SET IRON PIN
- FIP FOUND IRON PIN
- POB POINT OF BEGINNING
- REC RECORDED
- MEA MEASURED
- PROPERTY LINE
- GAS TANKS



This project consists of a proposal to renovate and reopen an existing convenient store located at 314 Bay Street in Hattiesburg, MS. The site will provide sufficient parking, landscape, and facade improvements.



K. WADE LAND DESIGN & DEVELOPMENT, INC.

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
AUGUST 7, 2019**

The Hattiesburg Planning Commission did meet in a regular session on August 7, 2019 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Mark Miller, Chair, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Mark Miller, Chair
Amy Hinton, Vice-Chair
Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Kenneth Waites
Charles Dawe
Dick Conville
Jeff Keyseear

Commissioners Absent: Ricardo Bryant

Also Present: Ginger Maddox Lowrey, AICP, Planning Division Manager
Andrew Ellard, Director Urban Development
Regina Melson, Senior Planner
Russell Archer, Historic Planner
Caroline Miles, Planner
Steve Mitchell, Building Official
Jim Gladden, Esq.

Chair Miller declared the meeting of the Hattiesburg Planning Commission open and in session at 1:05 PM.

AGENDA REVIEW

There came the matter of the August 2019 Agenda. A request was made by Chair Miller for a motion to approve the August 2019 Agenda. A motion was made to approve the August 2019 Agenda by Commissioner Pickett and seconded by Commissioner Hinton.

Commissioners voting aye: Mark Miller, Chair
Amy Hinton, Vice-Chair

Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Kenneth Waites
Charles Dawe
Dick Conville
Jeff Keyseear

Commissioners voting nay: None

MINUTES REVIEW

There came the matter of the July 3, 2019 minutes. Commissioner Ray requested one clerical correction to the minutes regarding the incorrect use of a preposition. A request was made by Chair Miller for a motion to approve the July 3, 2019 minutes. A motion was made by Commissioner Hinton to approve the minutes as corrected and seconded by Commissioner Ray.

Commissioners voting aye: Mark Miller, Chair
Amy Hinton, Vice-Chair
Rhoda A. Pickett
Rebekah Ray
Charlene Allshouse
Kenneth Waites
Charles Dawe
Dick Conville
Jeff Keyseear

Commissioners voting nay: None

REPORTS

BUILDING REPORT

There came the matter of the Building Permit Report. A report for July 2019 was provided by Steve Mitchell, Building Official.

PLANNING REPORT

There came the matter of the Planning Report by Ginger M. Lowrey, AICP, Planning Division Manager. Mrs. Lowrey introduced Regina Melson, the new Senior Planner with the City of Hattiesburg Planning Division. She also introduced Commissioner Jeff Keyseear, who

was recently appointed to the Planning Commission. Mrs. Lowrey also discussed the proposed Text Amendment that was presented at the July 2019 meeting is still a tabled item.

CHAIR'S REPORT

There came the matter of the Chair's Report. Chair Miller discussed the upcoming working meeting for Commissioners who are interested in attending to discuss the tabled Text Amendment. The working meeting is to be held on Monday August 12, 2019 at location to be determined by Staff, though likely Jackie Dole Sherrill Community Center, depending on availability.

INTRODUCTIONS

Commissioners introduced themselves.

PUBLIC HEARING – PLANNING COMMISSION

Chair Miller declared the Public Hearing for the Planning Commission open at 1:14 P.M. and read the rules and procedures of the hearing.

There came the matter of Item A (Old Business- Text Amendment), to take from the table and consider a petition filed by The City of Hattiesburg, as required in the Land Development Code, Ord. No. 3209, to amend the Land Development Code Section 5, Use Regulations and Conditions, Section 12, Process and Procedures and additional sections as needed. More specifically, for the purpose of considering amendments to use types and/or an additional use type, and the policy and procedure therefore throughout the Land Development Code.

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Staff		
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chair Miller declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Hinton made a motion to leave on the table the request. Commissioner Conville seconded the motion.

Commissioners voting aye: Mark Miller, Chair
Amy Hinton, Vice-Chair
Rhoda A. Pickett

Rebekah Ray
 Charlene Allshouse
 Kenneth Waites
 Charles Dawe
 Dick Conville
 Jeff Keyseear

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item B (Street Renaming), filed by Oka Howard, as required in the Land Development Code, Ord. No. 3209, to rename the public street presently known as Poplar Row (Ward 2) to Wayne McMickle Sr. Street.

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Oka Howard	528 E. 9 th Street	Hattiesburg, MS
<u>Proponents:</u>	Debra Delgado		Hattiesburg, MS
<u>Opponents:</u>	None		

Both Ms. Howard and Ms. Delgado spoke to how the late Mr. Otis Wayne “Boss Hogg” McMickle, Sr. was a pillar of the community as a high-profile business owner of a funeral home and also discussed how he participated in the Civil Rights Movement in Hattiesburg, notably the Freedom Summer.

Chair Miller declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Ray stated that she would like to see some way to compromise to retain the historically significant street name Poplar Row, while still finding a way to honor Mr. McMickle’s memory. Commissioner Keyseear made a motion to Approve the request.

Commissioner Pickett seconded the motion.

Commissioners voting aye: Mark Miller, Chair
 Amy Hinton, Vice-Chair
 Rhoda A. Pickett
 Charlene Allshouse
 Kenneth Waites
 Charles Dawe
 Dick Conville
 Jeff Keyseear

Commissioners voting nay: Rebekah Ray

Commissioners abstaining: None

There came the matter of Item C (Conditional Use- Place of Assembly), filed by Colby Strickland and Kevin Craft, Applicants, and Mitzi Russell, Owner, as required in the Land Development Code, Ord. No. 3209, to request a Conditional Use as a “Places of assembly not otherwise listed” as defined by the LDC for a certain property located at 301 Court Street (Parcel 2-029P-10-350.00, PPIN 18634, Ward 4).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Rink Russell	301 Court Street	Hattiesburg, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Mr. Russell presented the application on behalf of Mrs. Russell and informed the Commissioners that the Applicants, Mr. Strickland and Mr. Craft, had backed out on the application. Mr. and Mrs. Russell, the property owners, were still pursuing the conditional use on the property as a wedding event venue, as it would be an asset to them as they tried to sell their property; with the conditional use, it can either be sold to be a wedding event venue or as a residence. Mr. Russell said he would not be doing any additional work to bring the site into compliance with ADA standards, but future owners, should they be interested in purchasing the property to use as a wedding venue would have to make that investment as they applied for permitting with the City.

Chair Miller declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Waites stated that he seen no current need for this approval as it will not be used and that the Commission was setting a precedent for conditional use approvals to increase the saleability of properties in the Historic Districts. Chair Miller stated that while he is not opposed to the use at the location, he is opposed to the uncertain circumstances of the sale. Commissioner Waites stated future buyer/owner would have the opportunity to apply for a conditional use, if they so choose. Commissioner Pickett stated that she, too was concerned with the uncertain circumstances of the sale of the property. Commissioner Dawe stated that this conditional use would be a positive for the value of the property. Commissioner Hinton stated that the approval would not be for any kind of use that the site has not previously seen.

Commissioner Conville made a motion to Approve the request. Commissioner Dawe seconded the motion.

Commissioners voting aye: Amy Hinton, Vice-Chair
Rebekah Ray
Charlene Allshouse
Charles Dawe
Dick Conville

Commissioners voting nay: Mark Miller, Chair
Rhoda A. Pickett
Kenneth Waites
Jeff Keyseear

Commissioners abstaining: None

There came the matter of Item D (Rezone Request R-1B to B-2), filed by Kenneth Moye, Bay Street Developments, LLC, Applicant, Sam Levison, Representative, and Marvin Arrington, Owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for a certain property located at 314 Bay Street (Parcel 2-029P-10-281.00, PPIN 18609, Ward 4) from Section 4.5.4, R-1B (Single Family Residential) District to Section 4.5.9, B-2 (Neighborhood Business) District.

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Kenneth Moye	PO Box 8241	Moss Point, MS
	Sam Levison	PO Box 8241	Moss Point, MS
<u>Proponents:</u>	Debra Delgado		
<u>Opponents:</u>	Seth Hunter	508 Walnut Street	Hattiesburg, MS
	Fran DuFour	113 Short Bay Street	Hattiesburg, MS
	Jennifer Shaidnagle	417 Walnut Street	Hattiesburg, MS
	Andrea Saffle	409 Walnut Street	Hattiesburg, MS

Mr. Moye and Mr. Levison presented a PowerPoint to the Commissioners. Within their presentation, they highlighted that the property is within a neighborhood business corridor on the future land use map, provided the high traffic counts on Bay Street, as well as provided an updated site plan. They discussed the area's demographics and discussed feasibility for the proposed business on the site should the rezoning request be successful. Mr. Moye stated that he had reached out to the Historic Hattiesburg Neighborhood Association as well as various

Councilpersons. The only person who had been receptive was Councilwoman Delgado.

Councilwoman Delgado spoke in favor of the request. She is a member of the neighborhood and stated that it takes imagination, creativity, and risk to have a successful business. The rezoning would provide the opportunity for the business.

Mr. Hunter, the attorney representing the HHNA, spoke in opposition to the proposal. He stated there has been no change in the character of the neighborhood and there was no public need so the rezoning should not be approved. Mr. Hunter stated that there are various zoning code violations, environmental violations, and back taxes owed against the property at current. He also stated that when the property was previously in operation as a gas station, there were issues with vagrancy in the neighborhood that went away when the gas station shut down. He also stated there had been no communications by the applicants with the HHNA prior to the application being made. He stated the neighborhood was seeing increased property values and that the neighborhood wanted to protect that by maintaining residentially zoned properties. Fran Dufour, HHNA President, spoke against the rezoning. She stated the goal of the HHNA was to maintain the atmosphere of the neighborhood as residential. Jennifer Shaidnagle spoke against the rezoning. She stated that the rezoning had the potential to devalue the property and provided an example of how historic homes in the North Main District are devalued by surrounding commercial properties. Andrea Saffle, former president of the HHNA, spoke against the rezoning. She stated that property values in the Historic Hattiesburg neighborhood were around \$100 per square foot, and it was a prime goal to protect home values by maintaining residential zoning.

Mr. Moye rebutted by stating that he intends on coming fully into compliance with all Codes. He stated he is a completely separate entity from Mr. Marvin Arrington, the owner who previously tried to rezone the property.

Chair Miller declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Hinton made a motion to Deny the request for rezoning on the basis that there is not a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is not a public need for the change in question. Commissioner Waites seconded the motion.

Commissioners voting aye: Mark Miller, Chair
Amy Hinton, Vice-Chair

Rebekah Ray
Charlene Allshouse
Kenneth Waites
Charles Dawe
Dick Conville
Jeff Keyseear

Commissioners voting nay: Rhoda A. Pickett

Commissioners abstaining: None

Commissioners recused from vote: Charles Dawe

BUSINESS MEETING

Chair Miller declared the Business Meeting for the Planning Commission open at 3:00 P.M.

A preliminary plat review for Shadow Ridge Subdivision Phase II was presented. Shannon Wells, Engineer, presented. Commissioner Conville made a motion to approve the plat, and Commissioner Hinton seconded the motion.

Commissioners voting aye: Mark Miller, Chair
Amy Hinton, Vice-Chair
Rebekah Ray
Charlene Allshouse
Rhoda A. Pickett
Kenneth Waites
Dick Conville
Jeff Keyseear

Commissioners voting nay: None

Commissioners abstaining: None

Commissioners absent for vote: Charles Dawe

Having no further business, Vice-Chairman Hinton made a motion to adjourn the meeting. The motion was seconded at Commissioner Ray. There being no further business, the meeting was adjourned at 3:07 PM.

Chair Mark Miller

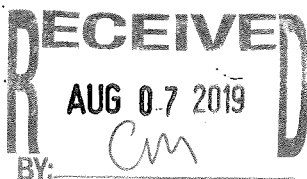
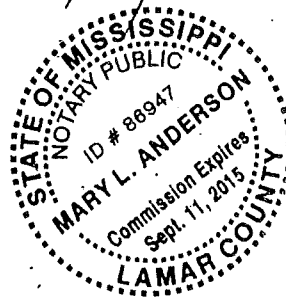
Ginger Maddox Lowrey, AICP, CFM, Planning Division Manager

To: whom it may concern

I, Terry Davis, previous owner of the Commercial property at 314 Bay Street in 56 Hattiesburg Ms. in the year 1989, did not receive notice of a zoning change of this property by the City of Hattiesburg. The aforementioned property has always been recognized and acknowledged as a commercial property since it was built in the year 1967.

X Terry H. Davis

Mary L. Anderson
12/04/14





FLOWERS FOR ALL OCCASIONS

PHONE 582-2566

HATTIESBURG, MS 39403-1086

400 BAY STREET

DATE		CHARGE	C.O.D.	PAI
12/3/14				

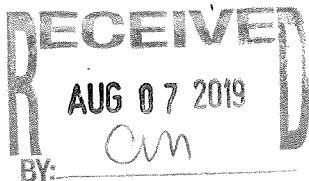
I do not remember
getting a letter from
the City of Hattiesburg
about Resonance
meeting in
1989.

CARD

Sincerely,
Jay Whidson

CHARGE TO

Owner Coughlin's Florist
400 Bay St
Hattiesburg, MS. 39401



314 BAY STREET

RENOVATION AND DEVELOPMENT

07 AUGUST 2019

BAY STREET DEVELOPMENTS, LLC

Bay Street Developments, LLC

Kenneth Moye

Southern University and Agriculture and Mechanical College at Baton Rouge
Tulane University, MSRED
Manager of Development and Architectural Services



Sam Levison LEED AP BD+C

California State University Channel Islands
University of California, Berkeley
Tulane University, MARCH, MSRED
Manager of Operations and Marketing



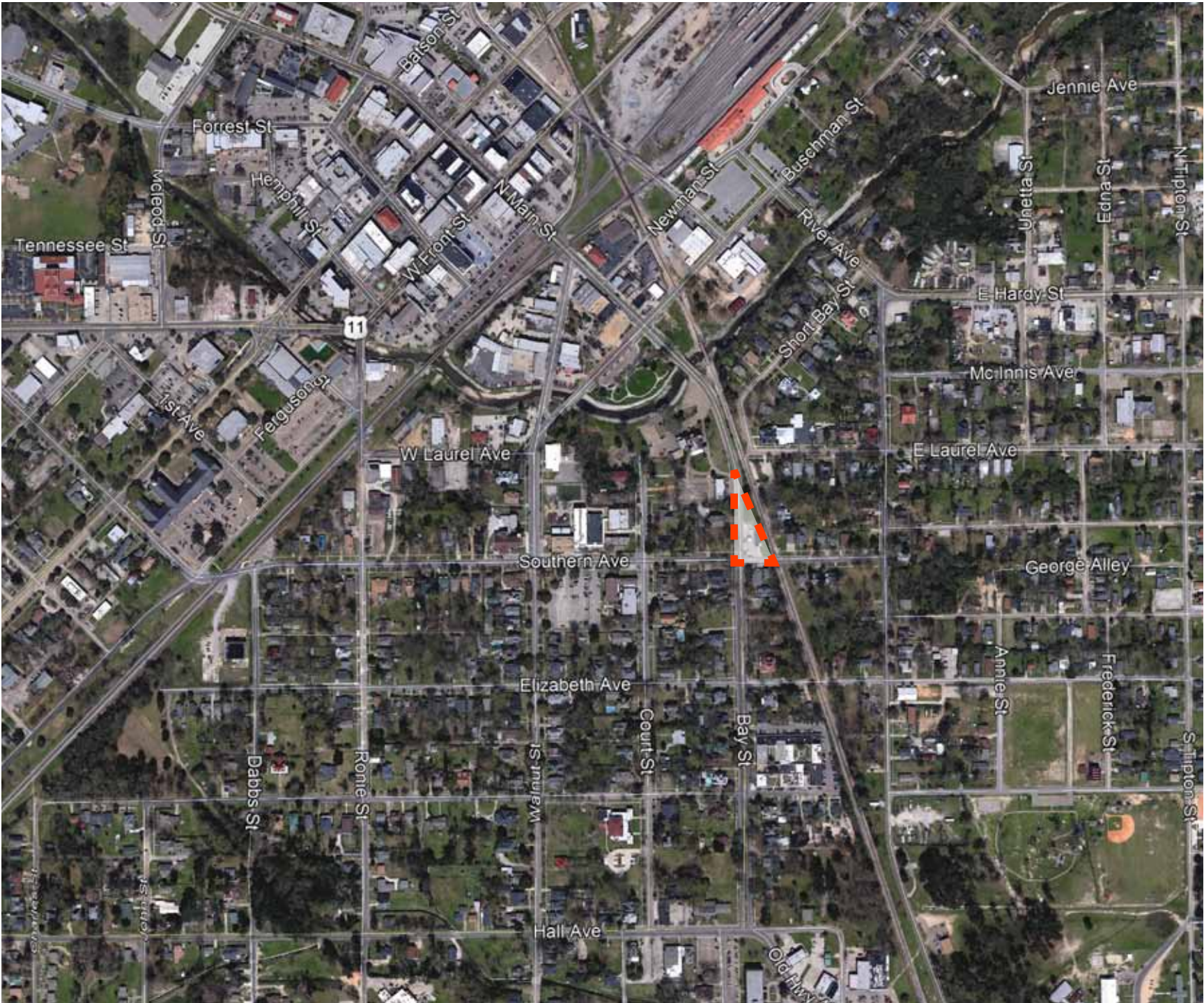
314 Bay St

Bay St. & Sourthern Ave.

Currently - R-1B Single Family Residential District

Proposed - B-2 Neighborhood Business District

Historic Neighborhood District



Future Land Use Map

LEGEND

Neighborhood Conservation District 1

Neighborhood Conservation District 2

Downtown District

Planned Mixed-Use District

Neighborhood Center Mixed-Use District

Medical District

Neighborhood Business

Community Business

Regional Business

Rural Residential/Agricultural

Open Space

Industrial/Corporate Office District

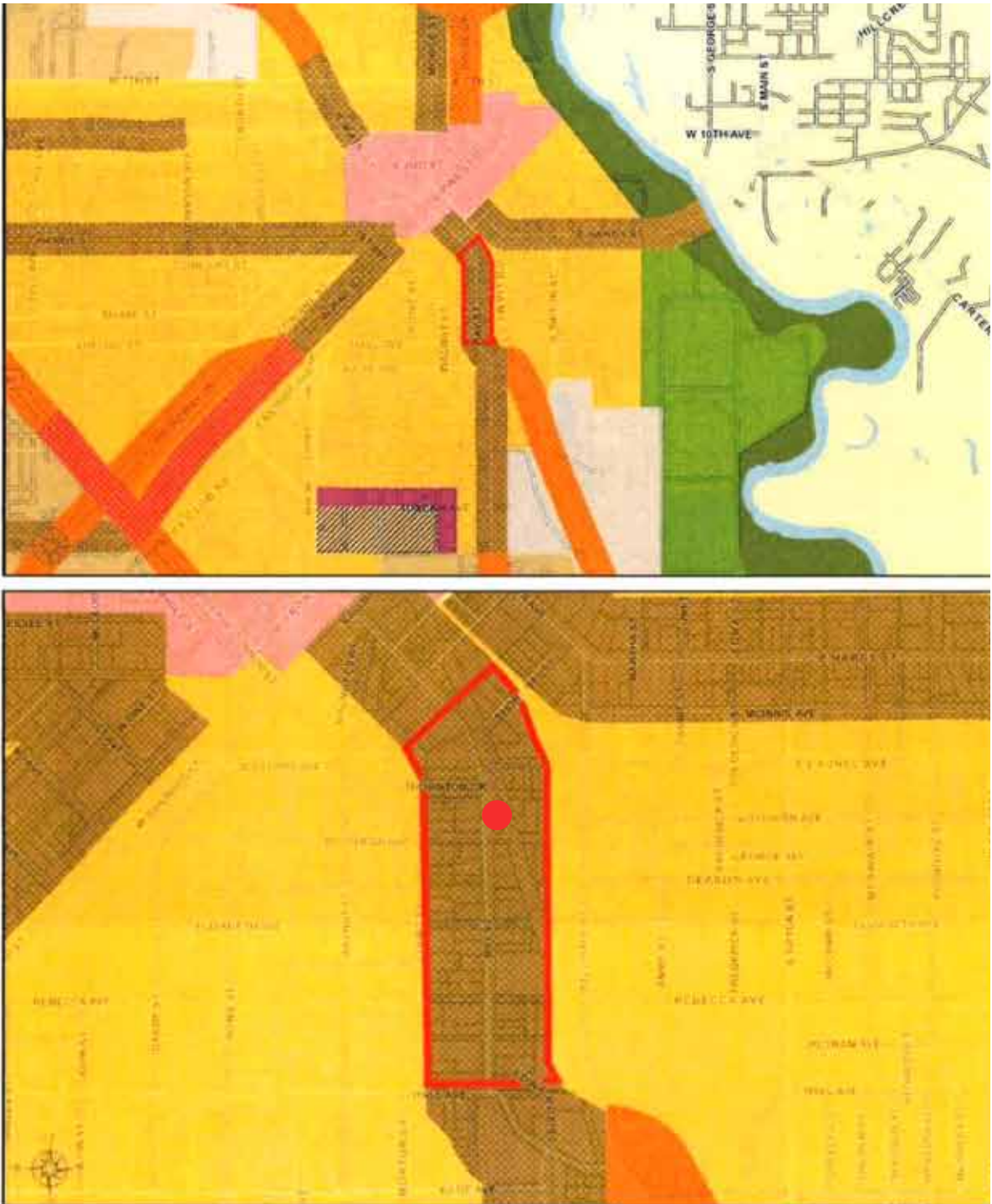
Industrial 2

University/College District

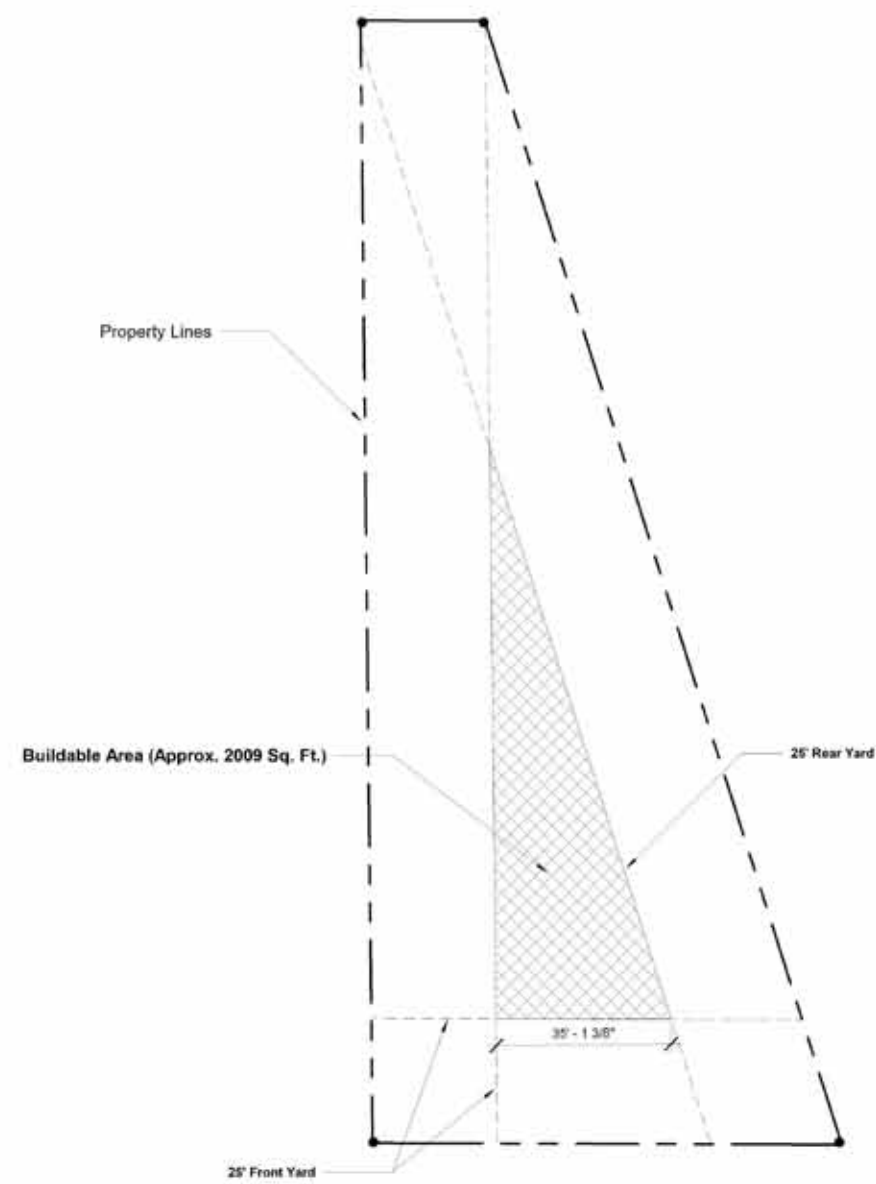
Neighborhood Business District - The Neighborhood Business District is primarily a residential district located along the city's collector, minor arterial, and certain local streets. In this district, certain residential and low-intensity business uses may be found that exhibit development patterns that complement the residential, pedestrian-oriented character of surrounding neighborhoods.

District Characteristics - The characteristics of this district include the following: moderate-density single-family residences and certain two-family and multi-family uses; mixed-use buildings and developments; smaller, lower-intensity business developments that provide services to the neighborhood and community; and less-intensive commercial uses than are found in the Community Business District. Site development standards should include maximum building sizes, maximum residential densities, minimum and maximum building setbacks, building and site design elements, and provisions for pedestrian comfort and accessibility.

District Land Uses - The following land uses should be found in this district: single-family residential uses; two-family and multi-family residences, subject to use, density, and design guidelines; public and quasi-public uses, such as general indoor retail, specialty retail, service and office land uses that do not require the outdoor storage of goods or equipment.



Existing Zoning And Local Land Use



Existing Zoning Map



Hattiesburg, Ms

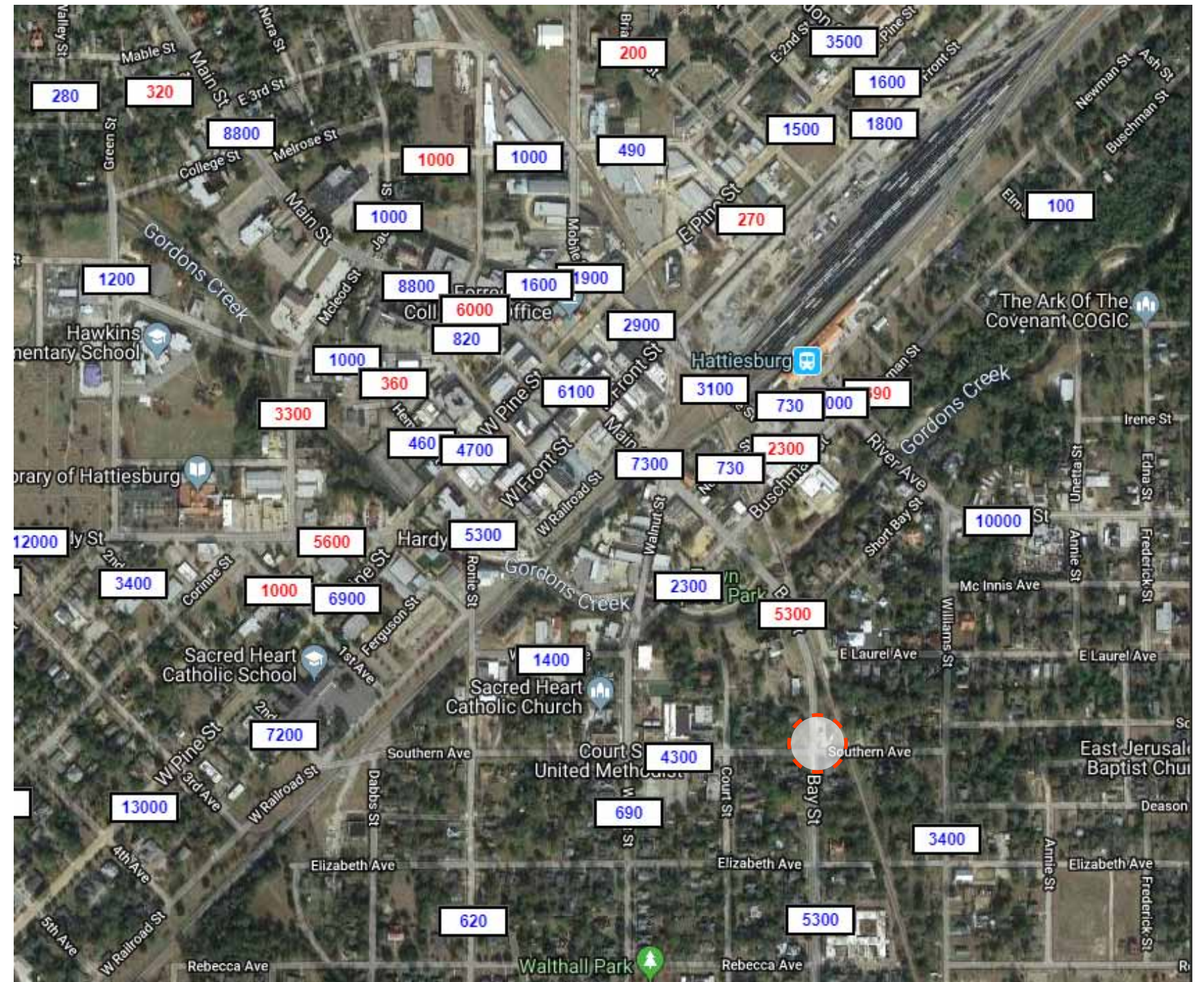
TRAFFIC COUNT

TRAFFIC COUNT

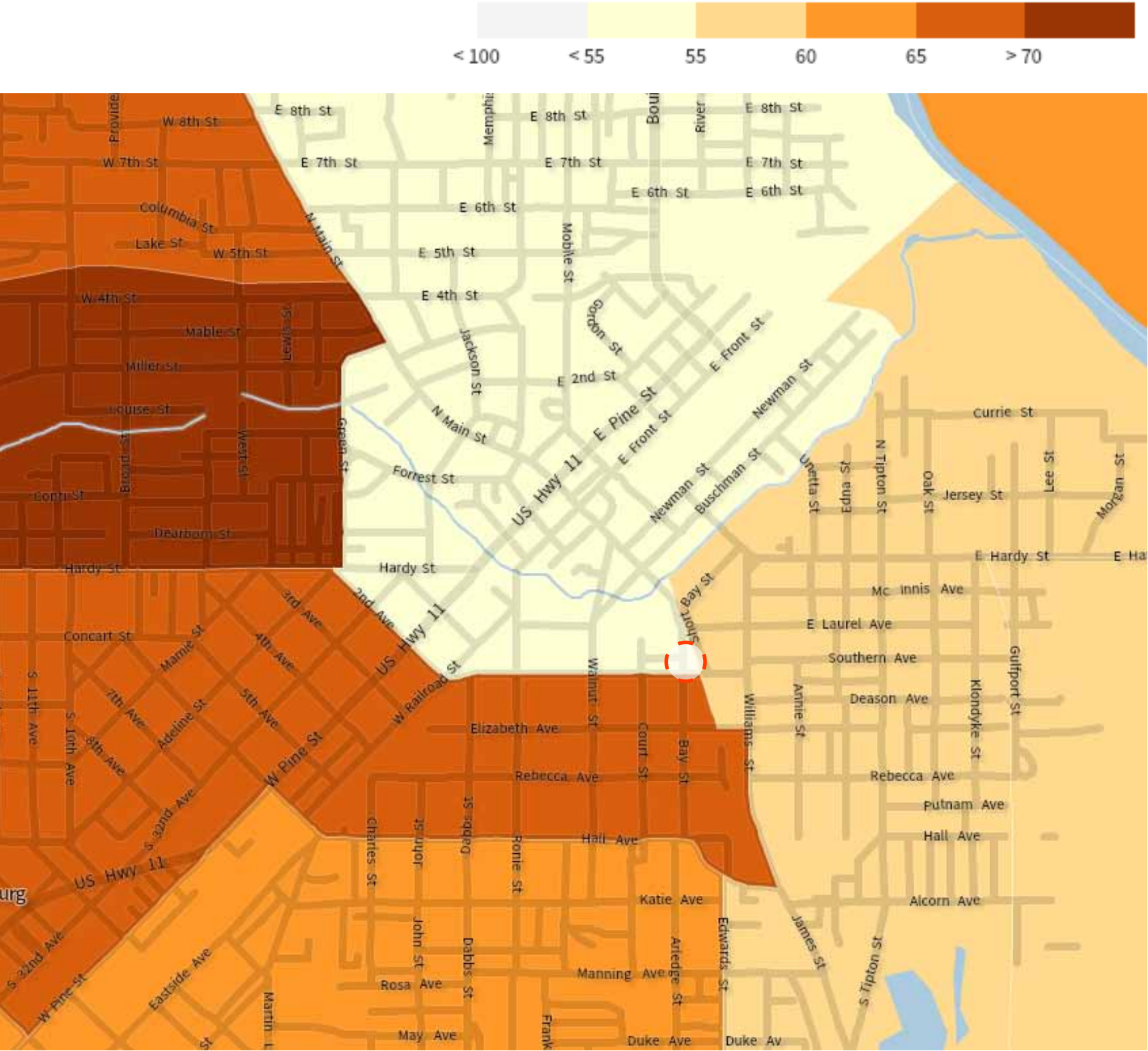
Bay Street at Southern - 5300

Hardy Street - 5600

Pine Street - 6900



Hattiesburg, Ms
PERCENT IN LABOR FORCE



Hattiesburg, Ms

North of 314 Bay St

Gratefull Soul

Fika Swedish Cafe

Depot Kitchen & Market

South of 314 Bay St

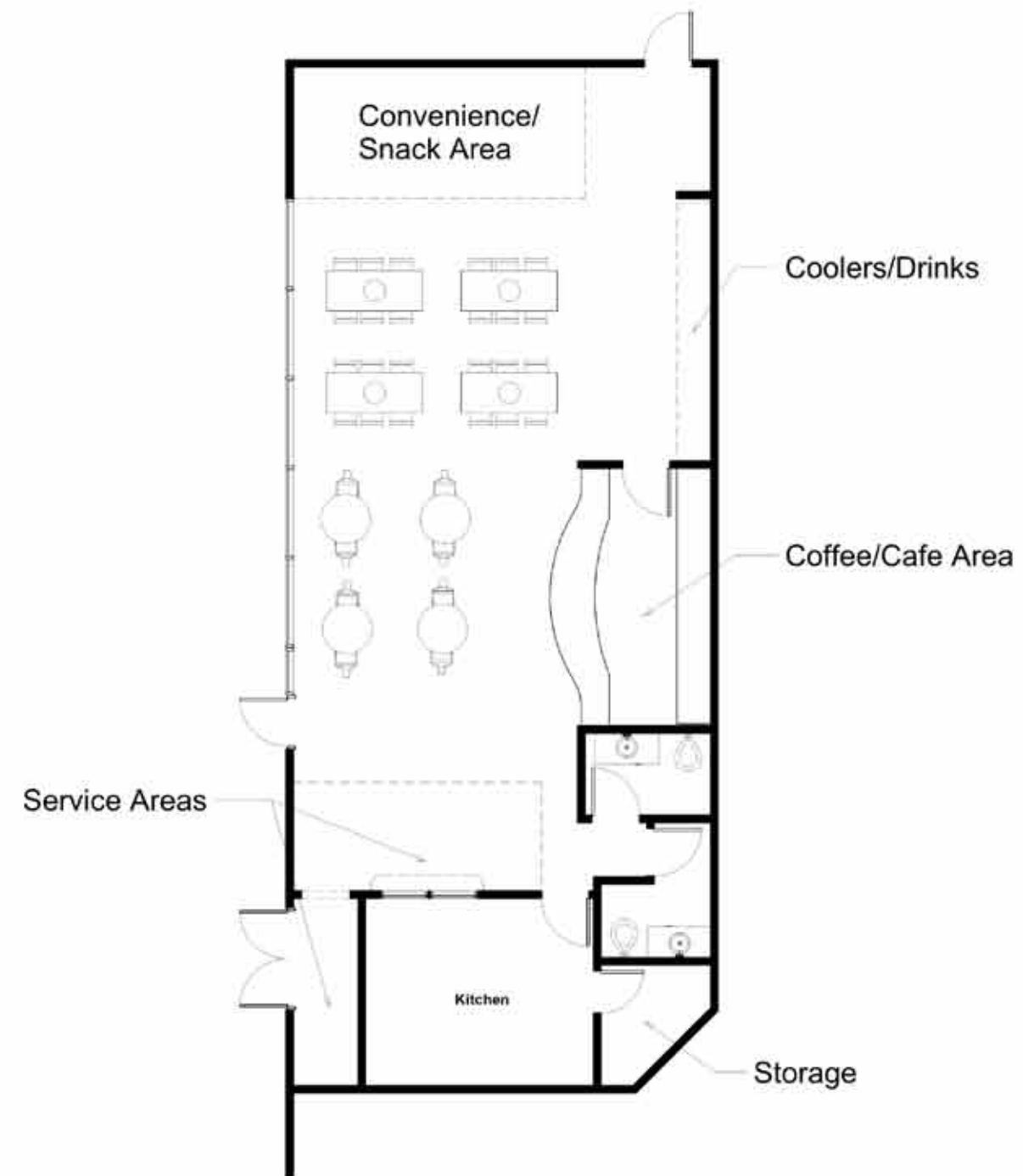
The Station

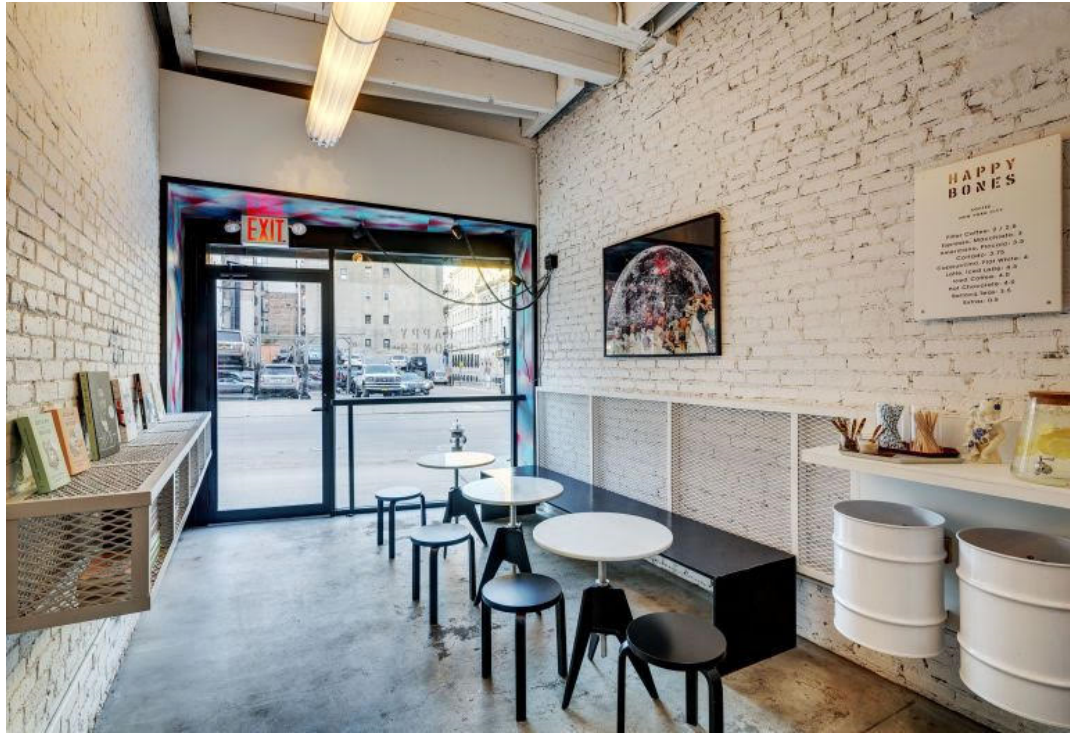
La Libertad

Triple J Food Mart



Conceptual Floor Plan/ Lavout





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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____
OF THE
CITY OF HATTIESBURG, MISSISSIPPI
AN ORDINANCE CHANGING AND AMENDING THE
COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE
LAND DEVELOPMENT CODE ORDINANCE NO. 3209, AS AMENDED,
OF THE CITY OF HATTIESBURG, MISSISSIPPI
FOR A CERTAIN PROPERTY LOCATED AT 314 BAY STREET (PARCEL 2-029P-10-
281.00, PPIN 18609, WARD 4) FROM SECTION 4.5.4, R-1B (SINGLE FAMILY
RESIDENTIAL) DISTRICT TO SECTION 4.5.9, B-2 (NEIGHBORHOOD BUSINESS)
DISTRICT.

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

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

There is not a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is not a public need for the change in question, based on the comprehensive plan

Said properties are described as follows:

All of Lot 4 West of the Illinois Central Railroad Company right-of-way, being further described as that part of Lot 4 bounded on the East by the said Illinois Central Railroad Company right-of-way, on the South by Southern Avenue in the City of Hattiesburg, and on the West by Bay Street in the City of Hattiesburg, Mississippi, in Block 66 of and according to the Kamper and Whinnery Subdivision No.2 of the City of Hattiesburg, Forrest County, Mississippi, the same being a subdivision of a part of

Section 10, Township 4 North, Range 13 West, Forrest County, Mississippi, as per the map or plat thereof on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi, in Plat Book 12 at Page 6.

AND ALSO:

Certain property situated in the Northwest Quarter if the Southwest Quarter of Section 10, Township 4 North, Range 13 West of the St. Stephen's Meridian at Hattiesburg, Forrest County, Mississippi, said property forming a portion of the right-of-way of the Illinois Central Gulf Railroad Company's Gulfport District is described as follows:

Begin at the point where a line that lies parallel with and 50 feet normally distant Southwesterly from the centerline of the main tract intersects the North line of 75 foot wide Southern Avenue, and run Northwesterly along said parallel line, being along Grantor's Western property line, 275 feet to a point; thence Northeasterly at a right angle to the last described course, 25 feet to a line that lies parallel with and 25 feet normally distance Southwesterly from said main tract centerline; thence Southeasterly along the last said parallel line, 280 feet, more or less, to the aforesaid North line of Southern Avenue; thence Westerly along said North line 27 feet, more or less, to the return to the point of beginning. Also, all right, title and intersect to the North half of Southern Avenue lying along the South line of the premises hereinabove conveyed; together with all improvements thereon and appurtenances thereunto belonging.

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

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

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

YEAS:

NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the _____ day of _____ A.D., 2019.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor,
this the _____ day of _____ A.D., 2019.

ATTEST:

CITY CLERK

APPROVED:

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, October 8, 2019

Re: Adopt a Resolution for final approval of Motor Vehicle Assessment Schedule for Fiscal Year 2019-2020; authorize publication of same.
File Number: 2019-178
Minute Book #

Summary

Adopt a Resolution for final approval of Motor Vehicle Assessment Schedule for Fiscal Year 2019-2020; authorize publication of same.

Recommendation Statement

I recommend adoption of the 2019- 2020 Motor Vehicle Assessment Schedule Resolution.

Please place this on the October 8, 2019 City Council meeting for consideration.

RESOLUTION

FINAL APPROVAL OF MOTOR VEHICLE ASSESSMENT
SCHEDULE FOR FISCAL YEAR 2019-2020

WHEREAS, on October 8, 2019 the Mayor and Council of the City of Hattiesburg, Mississippi, in accordance with the provisions of the Motor Vehicle Ad Valorem Tax Act of 1958, and Chapter 473 of the Laws of 1960, otherwise designated as Sections 27-51-1 through 27-51-49, inclusive, of the Mississippi Code of 1972, Annotated as Amended, considered the Motor Vehicle Assessment Schedule adopted by the Mississippi Department of Revenue for the fiscal year 2019-2020 by Order appearing in File number 2019-129 as the motor vehicle assessment schedule for the City of Hattiesburg, Mississippi, subject to any objections filed by any interested taxpayer; and

WHEREAS, the Mayor and Council of said City find, determine and adjudge that they have heretofore given and caused to be published in the Hub City Spokes, a newspaper published in the City of Hattiesburg and having a general circulation therein, a Certified Copy of the Order adopting said Schedule; and

WHEREAS, the Mayor and Council of the City do further find, determine and adjudge that the Proof of Publication of the aforesaid Notice to Taxpayers has been received and filed with the City Clerk and is now on file in the clerk's office; and

WHEREAS, the time having arrived for hearing all written protest to said motor vehicle assessment schedule, and the Mayor and Council do now find, determine and adjudge that no protests or objections have been filed as appearing File number 2019-177.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Hattiesburg, Mississippi that the said Motor Vehicle Assessment Schedule of the City of Hattiesburg for the fiscal year 2019-20, as provided by Section 27-51-1 through 27-51-49, inclusive, Mississippi Code of 1972, Annotated as Amended.

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 President thereby declared the motion carried and the Resolution adopted, this the 8th day of October, 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 8th day of October, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Outstanding balances will incur a 1.5% service charge monthly, calculated from due date of invoice.

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 439 Published 1 times

Date 1st Published: Sept 12 Amt: 52.68

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 52.68

Proof of Publication Fee: 3.00

TOTAL: 55.68

(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 12th
day of September, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) [Signature]

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - motor vehicle assessment
- ☐ Invoice #: 94704
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



PUBLIC NOTICE

PUBLIC NOTICE AND ORDER OF
MAYOR AND COUNCIL OF THE CITY
OF HATTIESBURG, MISSISSIPPI,
ADOPTING A MOTOR VEHICLE AS-
SESSMENT SCHEDULE FOR THE
CITY OF HATTIESBURG, MISSISSIPPI
FOR THE FISCAL YEAR BEGINNING
OCTOBER 1, 2019 AND ENDING SEP-
TEMBER 30, 2020.

WHEREAS, the Mayor and Council of
the City of Hattiesburg, Mississippi, have
received from the Mississippi Depart-

ment of Revenue notice of the adoption
of the Motor Vehicle Assessment Sched-
ule by said department for the fiscal year
2019-20; and

WHEREAS, the hard copy schedule
of assessments by property code is no
longer produced and the assessment
schedule for passenger vehicles and
light trucks is produced only the com-
puter system of the county tax collector,
and is the schedule that is subject for
adoption; and

WHEREAS, the Mayor and Council of
said City desire to adopt the same for the
City of Hattiesburg in assessing and col-
lecting ad valorem taxes on motor vehi-
cles for the ensuing year.

IT IS THEREFORE, HEREBY OR-
DERED BY THE MAYOR AND COUN-
CIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI, TO-WIT:

The Motor Vehicle Assessment
Schedule for the fiscal year 2019-20
adopted by the Mississippi Department
of Revenue under the provisions of the
Motor Vehicle Ad Valorem Tax Act of
1958, as amended by Laws of 1960,
being Section 27-51-21, Mississippi
Code of 1972, Annotated, is hereby
adopted as the Motor Vehicle Assess-
ment Schedule for the City of Hatties-
burg, MS, for the fiscal year beginning
October 1, 2019 and ending September
30, 2020.

A public hearing of the Mayor and
Council of the City of Hattiesburg will be
held in the City Hall located 200 Forrest
Street in said City at 4:00 October 7,
2019, for the purpose of hearing and tak-
ing action on any complaint or objection
filed in writing objection to and petitioning
for a special reduction of any portion of
said motor vehicle assessment schedule
affecting the complainant directly. Said
motor vehicle assessment schedule is
open for public inspection and examina-
tion in the Office of the Forrest and
Lamar County Tax Collectors until the
date and time of said hearing.

This order is entered, and the Clerk
of the City of Hattiesburg, Mississippi,
shall have published in a newspaper,
published and having a general circula-
tion in the City of Hattiesburg, a certified
copy hereof, pursuant to and as NOTICE
under the provisions of the Motor Vehicle
Ad Valorem Tax Act of 1958, and Chap-
ter 273 of the Laws of 1960, otherwise
designated as Section 27-51-21 of the
Mississippi Code Of 1972, Annotated.

SO ORDERED AND APPROVED on
this 3rd day of September, 2019.

ATTEST:

/s/ Kemas Eaton
CITY CLERK

/s/ Toby Barker
MAYOR

Published Sept 12, 2019



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, October 8, 2019

Re: Adopt a Resolution approving the issuance of a Free port Warehouse License to Resinall Corp, and granting the appropriate tax exemption pursuant to Section 21-31-53,et seq., of the Mississippi Code.
File Number: 2019-199
Minute Book #

Summary

Adopt a Resolution approving the issuance of a Free port Warehouse License to Resinall Corp, and granting the appropriate tax exemption pursuant to Section 21-31-53,et seq., of the Mississippi Code.

Recommendation Statement

I recommend adoption of this resolution, approving the issuance of a Free Port Warehouse License to Resinall.

Please place this on the October 8, 2019 City Council meeting for consideration.

**APPLICATION
FREE PORT WAREHOUSE
LICENSE**

*AS AUTHORIZED BY SECTION 27-31-51, et seq.,
MISSISSIPPI CODE OF 1972, AS AMENDED*

NAME OF WAREHOUSE Resinall Corp

PHYSICAL ADDRESS 102 Dixie Pine Road, Hattiesburg, MS 39401

TYPE OF PROPERTY SHIPPED Resin TOTAL VALUE OF PROPERTY 1,946,518.57

PERCENTAGE OF PROPERTY SHIPMENTS WITHIN MISSISSIPPI 0%

LOCATION - COUNTY Forrest County CITY Hattiesburg

The applicant request that the Board approve this application and grant the license by declaring that the above warehouse be exempt from all ad valorem taxation on personal property shipped out of state during the calendar year. The applicant is qualified to make application for exemption and has submitted the license fee. This information is true and correct as certified by the applicant. This application is submitted on the 19th day of March, 2019.

Resinall Corp
Applicant (Name of Taxpayer)

By: 

Title: Suzanne Perkins Vice President - Tax

ATTEST:

FREE PORT WAREHOUSE
REPORT OF INVENTORY
JANUARY 1, 20 19

Name of Warehouse Resinall Corp

Location 102 Dixie Road City Hattiesburg County Forrest

Mailing Address Attn: Tax Dept. PO Box 1639, Jackson, MS 39215-1639

1. Total value of personal property as of 1/1/20 19. 1,946,518.57
2. Estimated percentage of personal property to be shipped within Mississippi. 0%
3. Amount of personal property to be assessed (Multiply Item 1 times Item 2). 0.00

This report is prepared and filed under the terms and provisions of Section 27-31-55, Mississippi Code of 1972, as amended. It is certified that the above information is true and correct. This report is submitted on the 19th day of March, 20 19.

By Suzanne Perkins

Title Suzanne Perkins Vice President - Tax

This report shall be submitted to the **Tax Assessor** no later than **March 31** of each year.

FREE PORT WAREHOUSE
REPORT OF INVENTORY MOVEMENT
FOR PERIOD JANUARY 1, 20 18 THROUGH DECEMBER 31, 20 18

Name of Warehouse Resinall Corp

Location 102 Dixie Pine Road City Hattiesburg County Forrest

Mailing Address Attn: Tax Dept. PO Box 1639, Jackson, MS 39215-1639

1. Total shipments of all personal property.	<u>72,707,787.00</u>
2. Total shipments within Mississippi.	<u>38,214.00</u>
3. Percentage of shipments within Mississippi.	<u>.00053</u>
4. Amount of property subject to tax, 1/1/ 20 <u>19</u> . (# 3 x previous year Report of Inventory # 1) 2,465,000 X .00053	<u>1,306.45</u>
5. Prior estimate (Previous Report of Inventory)	<u>2,465,000.00</u>
6. Personal property to be back assessed. (# 4 less # 5)	<u>0.00</u>

This report is prepared and filed under the terms and provisions of Section 27-31-55, Mississippi Code of 1972, as amended. It is certified that the above information is true and correct. This report is submitted on the 19th day of March, 20 19.

By Suzanne Perkins

Title Suzanne Perkins Vice President - Tax

This report shall be submitted to the **Tax Assessor** no later than **March 31** of each year.

**RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF HATTIESBURG, MISSISSIPPI, APPROVING THE
ISSUANCE OF A FREE PORT WAREHOUSE LICENSE
TO RESINALL CORP., AND GRANTING
AN APPROPRIATE TAX EXEMPTION PURSUANT TO
SECTION 27-31-53, ET. SEQ. OF THE
MISSISSIPPI CODE**

WHEREAS, Resinall Corp., filed with the City of Hattiesburg a copy of its application for a Free Port Warehouse License, a copy of which is attached hereto; and

WHEREAS, Resinall Corp., has requested of the City of Hattiesburg approval of its application for a Free Port Warehouse License and a tax exemption pursuant to law upon being licensed as a Free Port Warehouse by the Mississippi Department of Revenue; and

WHEREAS, the exemption requested shall be in the best interest of the public through promoting and fostering industry, and should be granted.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi, that the application of Resinall Corp a Fee Port Warehouse License is hereby approved, and upon being properly licensed by the Mississippi Department of Revenue as a Free Port Warehouse, the personal property of the applicant which shall be consigned or transferred to its licensed Free Port Warehouse for storage in transit to a final destination outside the State of Mississippi shall be exempt from all ad valorem taxes for a period of 10 years commencing on December 31, 2019 through December 31 2029 provided said company maintains its valid Free Port Warehouse Privilege License and abides by all requirements of the State Tax Commission and other laws of the State of Mississippi pertaining hereto.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Councilman _____, seconded by Councilman _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 8th day of October 2019

(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 8th day of October 2019.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

No. 73993
6/06/19

CITY OF HATTIESBURG
TAX DEPARTMENT
P.O. DRAWER 1898
HATTIESBURG, MS 39403-1898

10.00

RECEIVED FROM ERGON RESINALL CORP

TEN AND 00/100 *****
Check - Number 917377
Dollars
10.00

ACCOUNT OF 2019 FREEPORT WAREHOUSE LIC FEE RESINALL
-HATTIESBURG

FOR CREDIT OF: T/001 General Fund

James



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, October 8, 2019

Re: Adopt a Resolution approving the issuance of a Free Port Warehouse License to Wis-Pak of Hattiesburg and granting the appropriate exemption pursuant to Section 21-31-53,et.seq., of the Mississippi Code.
File Number: 2019-198
Minute Book #

Summary

Adopt a Resolution approving the issuance of a Free Port Warehouse License to Wis-Pak of Hattiesburg and granting the appropriate exemption pursuant to Section 21-31-53,et.seq., of the Mississippi Code.

Recommendation Statement

I recommend adoption of this resolution, approving the issuance of a free port warehouse license to Wis-Pak.

Please place this on the October 8, 2019 City Council meeting for consideration.

**APPLICATION
FREE PORT WAREHOUSE
LICENSE**

*AS AUTHORIZED BY SECTION 27-31-51, et seq.,
MISSISSIPPI CODE OF 1972, AS AMENDED*

NAME OF WAREHOUSE Wis-Pak of Hattiesburg
PHYSICAL ADDRESS 2 WL Runnels Industrial Dr., Hattiesburg
TYPE OF PROPERTY SHIPPED Beverages TOTAL VALUE OF PROPERTY 2,971,565
PERCENTAGE OF PROPERTY SHIPMENTS WITHIN MISSISSIPPI 32%
LOCATION - COUNTY Forrest CITY Hattiesburg

The applicant request that the Board approve this application and grant the license by declaring that the above warehouse be exempt from all ad valorem taxation on personal property shipped out of state during the calendar year. The applicant is qualified to make application for exemption and has submitted the license fee. This information is true and correct as certified by the applicant. This application is submitted on the 26 day of March, 2019.

Linda Pophal for Wis-Pak

Applicant (Name of Taxpayer)

By: L Pophal

Title: Financial Analyst

ATTEST:

Joseph Jaeger III

FREE PORT WAREHOUSE
REPORT OF INVENTORY MOVEMENT
FOR PERIOD JANUARY 1, 2018 THROUGH DECEMBER 31, 2018

Name of Warehouse Wis-Pak of Hattiesburg

Location _____ City Hattiesburg County Forrest

Mailing Address 2 WL Runnels Industrial Dr.

1. Total shipments of all personal property. 96,601,728

2. Total shipments within Mississippi. 30,632,301

3. Percentage of shipments within Mississippi. 32%

4. Amount of property subject to tax, 1/1/ 2018 .
(# 3 x previous year Report of Inventory # 1) 832,836

5. Prior estimate (Previous Report of Inventory) 875,445

6. Personal property to be back assessed.
(# 4 less # 5) (42,609)

This report is prepared and filed under the terms and provisions of Section 27-31-55, Mississippi Code of 1972, as amended. It is certified that the above information is true and correct. This report is submitted on the 26 day of March, 2019.

By L Pychal

Title Financial Analyst

This report shall be submitted to the **Tax Assessor** no later than **March 31** of each year.

FREE PORT WAREHOUSE
REPORT OF INVENTORY
JANUARY 1, 2019

Name of Warehouse Wis-Pak of Hattiesburg

Location _____ City Hattiesburg County Forrest

Mailing Address 2 W2 Runnels Industrial Dr.

1. Total value of personal property as of 1/1/2019. 2,971,565

2. Estimated percentage of personal property to
be shipped within Mississippi. 32%

3. Amount of personal property to be assessed
(Multiply Item 1 times Item 2). 950,901

This report is prepared and filed under the terms and provisions of Section 27-31-55, Mississippi Code of 1972, as amended. It is certified that the above information is true and correct. This report is submitted on the 26 day of March, 2019.

By Linda Pophal L Pophal

Title Financial Analyst

This report shall be submitted to the **Tax Assessor** no later than **March 31** of each year.

No. 73994
6/06/19

CITY OF HATTIESBURG
TAX DEPARTMENT
P.O. DRAWER 1898
HATTIESBURG, MS 39403-1898

10.00

RECEIVED FROM WISPAK

TEN AND 00/100 ***** Dollars
Check - Number 0037530 10.00

ACCOUNT OF FRANCHISE LICENSE FEE

FOR CREDIT OF: T/001 General Fund



**RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF HATTIESBURG, MISSISSIPPI, APPROVING THE
ISSUANCE OF A FREE PORT WAREHOUSE LICENSE
TO WIS-PAK OF HATTIESBURG, AND GRANTING
AN APPROPRIATE TAX EXEMPTION PURSUANT TO
SECTION 27-31-53, ET. SEQ. OF THE
MISSISSIPPI CODE**

WHEREAS, Wis-Pak of Hattiesburg, filed with the City of Hattiesburg a copy of its application for a Free Port Warehouse License, a copy of which is attached hereto; and

WHEREAS, Wis-Pak of Hattiesburg, has requested of the City of Hattiesburg approval of its application for a Free Port Warehouse License and a tax exemption pursuant to law upon being licensed as a Free Port Warehouse by the Mississippi Department of Revenue; and

WHEREAS, the exemption requested shall be in the best interest of the public through promoting and fostering industry, and should be granted.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi, that the application of Wis-Pak of Hattiesburg a Free Port Warehouse License is hereby approved, and upon being properly licensed by the Mississippi Department of Revenue as a Free Port Warehouse, the personal property of the applicant which shall be consigned or transferred to its licensed Free Port Warehouse for storage in transit to a final destination outside the State of Mississippi shall be exempt from all ad valorem taxes for a period of 10 years commencing on December 31, 2019 through December 31 2029 provided said company maintains its valid Free Port Warehouse Privilege License and abides by all requirements of the State Tax Commission and other laws of the State of Mississippi pertaining hereto.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Councilman _____, seconded by Councilman _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 8th day of October 2019

(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 8th day of October 2019.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

The City Council of the City of Hattiesburg, Mississippi (the “City”) acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. **50** from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated August 18, 2016. After discussion of the subject, Council Member _____ offered and moved for the adoption of the following resolution:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI (THE “CITY”) AUTHORIZING
REQUISITION NO. 50 FROM THE PROJECT FUND CONSTRUCTION
ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN
AGREEMENT, DATED AS OF AUGUST 18, 2016, BY AND BETWEEN THE
MISSISSIPPI DEVELOPMENT BANK AND THE CITY.**

Whereas, on August 18, 2016 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed \$25,000,000 (the “Loan”) pursuant to the terms and conditions of that certain loan agreement, dated as of August 18, 2016, by and between the Mississippi Development Bank and the City (the “Loan Agreement”).

Whereas, the City Council of the City now finds it necessary to approve Requisition No. **50** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$298,625.22** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF HATTIESBURG, MISSISSIPPI:**

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. **50** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Two Hundred Ninety-Eight Thousand Six Hundred Twenty-Five and 22/100 dollars (\$298,625.22)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Regions Bank, as Trustee to disburse funds of Requisition No. **50** in the total aggregate amount **Two Hundred Ninety-Eight Thousand Six Hundred Twenty-Five and 22/100 dollars (\$298,625.22)** as authorized herein, as more particularly described in Exhibit A.

SECTION 3. The Mayor and City Clerk are hereby authorized and directed for and on behalf of the City to take any and all action as may be required by the City to carry out and give effect to the aforesaid documents authorized pursuant to this Resolution and to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Resolution in order to evidence the authority.

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:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 8th day of **October, 2019**.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 8th day of **October, 2019**.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

RE: \$25,000,000.00 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Series 2016 Bonds") secured by \$25,000,000.00 Taxable Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated August 18, 2016 (the "Series 2016 Note").

**TO: Regions Bank
400 West Capitol, 7th Floor
Little Rock, AR 72201
ATTN: Corporate Trust Department**

REQUISITION NO.: 50

DATE OF REQUISITION: 10/8/2019

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	093695.7245.13	70,902.71	Pay App. #7	Katie Ave & Arledge St Infrastructure Period: 8/1/19 - 8/31/19 MB 2018-212
2	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	093695.7220.70	183,100.06	Pay Est. No. 13	Sewer Improvements Ph VIII - Camp St. Area Period: 8/1/19 - 8/31/19 MB 2011-4/89-110
3	DNA Underground, LLC 16101 S. Swan Road Gulfport, MS 39503	093695.7220.74	44,622.45	Pay App. No. 3	Sewer Improvements Ph XII Period: 8/1/19 - 8/31/19 MB 2019-58
			<u>298,625.22</u>		



Engineering Progress

September 12, 2019

C.B. Developers

City of Hattiesburg
Post Office Box 1898
Hattiesburg MS 39403-1898

Attn: Lamar Rutland, P.E.

**RE: Infrastructure Rehabilitation, Arledge Street and Katie Avenue Area
City of Hattiesburg**

Dear Lamar:

Enclosed please find Pay Estimate No. 7 in the amount of \$70,902.71 for the above referenced project.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,

Shea E. McNease, P.E.
Project Engineer

/sm

Enclosure

093495. 7245.13

WB 2018-212

RECEIVED
9/12/19

Contractor's Application for Payment No.

7

Application Period: 8/1/2019 - 8/31/2019		Application Date: 9/10/2019
To (Owner): CITY OF HATTIESBURG, MS	From (Contractor): C. B. Developers, Inc.	Via (Engineer): SHOWS, DEARMAN & WAITS, INC.
Project: INFRASTRUCTURE REHAB, ARLEDGE & KATIE AVE AREA	Contract:	
Owner's Contract No.: Not Applicable	Contractor's Project No.:	Engineer's Project No.:

**Application For Payment
Change Order Summary**

Approved Change Orders			1. ORIGINAL CONTRACT PRICE..... \$ \$1,035,127.45	
Number	Additions	Deductions	2. Net change by Change Orders..... \$	
			3. Current Contract Price (Line 1 + 2)..... \$ \$1,035,127.45	
			4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F total on Progress Estimates)..... \$ \$660,265.63	
			5. RETAINAGE:	
			a. 5% X \$660,265.63 Work Completed..... \$ \$33,013.28	
			b. 5% X Stored Material..... \$	
			c. Total Retainage (Line 5.a + Line 5.b)..... \$ \$33,013.28	
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ \$627,252.35	
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ \$556,349.64	
			8. AMOUNT DUE THIS APPLICATION..... \$ \$70,902.71	
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G total on Progress Estimates + Line 5.c above)..... \$ \$407,875.10	
TOTALS				
NET CHANGE BY				
CHANGE ORDERS				

Contractor's Certification

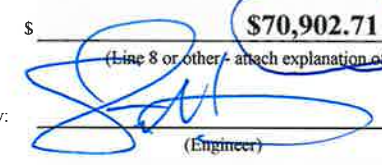
The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:  Date: 9/10/2019

Payment of: \$ \$70,902.71
(Line 8 or other - attach explanation of the other amount)

is recommended by:  (Engineer) 9/12/19 (Date)

Payment of: \$ \$70,902.71
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ Funding or Financing Entity (if applicable) _____ (Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):							Application Number: 7				
Application Period: 8/1/2019 - 8/31/2019							Application Date: 9/10/2019				
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
	ARLEDGE STREET (ROADWAY)										
1	CLEARING AND GRUBBING	1	LS	\$622.20	\$622.20	1	\$622.20		\$622.20	100.0%	
2	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	685	SY	\$3.11	\$2,130.35	43.56	\$135.47		\$135.47	6.4%	\$1,994.88
3	REMOVAL OF CURB &/ OR CURB & GUTTER, ALL TYPES	707	LF	\$3.11	\$2,198.77	560	\$1,741.60		\$1,741.60	79.2%	\$457.17
4	REMOVAL OF UTILITIES	1	LS	\$12,444.00	\$12,444.00	1	\$12,444.00		\$12,444.00	100.0%	
5	EXCESS EXCAVATION, LVM, AH	65	CY	\$14.93	\$970.45						\$970.45
6	SAND BAGS	150	EA	\$18.67	\$2,800.50						\$2,800.50
7	WATTLED, 20"	150	LF	\$9.01	\$1,351.50						\$1,351.50
8	GRANULAR MATERIAL (LVM) (CLASS 9, GROUP B)	98	CY	\$9.96	\$976.08						\$976.08
9	9.5 MM, MT, ASPHALT PAVEMENT	197	TON	\$205.33	\$40,450.01						\$40,450.01
10	19 MM, MT, ASPHALT PAVEMENT	81	TON	\$205.33	\$16,631.73						\$16,631.73
11	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	1,479	SY	\$14.93	\$22,081.47						\$22,081.47
12	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" TH	178	SY	\$78.40	\$13,955.20						\$13,955.20
13	COMBINATION CONCRETE CURB & GUTTER, PER PLANS	520	LF	\$26.13	\$13,587.60						\$13,587.60
14	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	386	SY	\$53.51	\$20,654.86						\$20,654.86
15	CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURES	26	CY	\$2,001.00	\$52,026.00	15.1	\$30,215.10		\$30,215.10	58.1%	\$21,810.90
16	REINFORCING STEEL	2,370	LBS	\$1.80	\$4,266.00	1610.2	\$2,898.36		\$2,898.36	67.9%	\$1,367.64
17	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	312	LF	\$37.18	\$11,600.16	310	\$11,525.80		\$11,525.80	99.4%	\$74.36
18	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	226	LF	\$53.15	\$12,011.90	250	\$13,287.50		\$13,287.50	110.6%	-\$1,275.60
19	8" CORRUGATED POLYETHYLENE PIPE	12	LF	\$36.55	\$438.60	20	\$731.00		\$731.00	166.7%	-\$292.40
20	10" CORRUGATED POLYETHYLENE PIPE	12	LF	\$39.30	\$471.60	20	\$786.00		\$786.00	166.7%	-\$314.40
21	12" CORRUGATED POLYETHYLENE PIPE	12	LF	\$41.92	\$503.04	20	\$838.40		\$838.40	166.7%	-\$335.36
22	CASTINGS	553	LBS	\$7.35	\$4,064.55						\$4,064.55
23	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	1,490	LF	\$1.24	\$1,847.60						\$1,847.60
24	THERMOPLASTIC DETAIL STRIPE, WHITE	312	LF	\$2.49	\$776.88						\$776.88
	Totals				\$238,861.05		\$75,225.43		\$75,225.43		\$163,635.62

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):							Application Number: 7				
Application Period: 8/1/2019 - 8/31/2019							Application Date: 9/10/2019				
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
	SUBTOTAL FROM PREVIOUS PAGE				\$238,861.05		\$75,225.43		\$75,225.43		\$163,635.62
25	THERMOPLASTIC LEGEND, WHITE	142	LF	\$2.49	\$353.58						\$353.58
26	DETECTABLE WARNING, PER PLANS	165	SF	\$68.44	\$11,292.60						\$11,292.60
27	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" TH	10	SF	\$24.27	\$242.70						\$242.70
28	STEEL U-SECTION POSTS, 2.0 LBS/FT	52	LF	\$9.96	\$517.92						\$517.92
29	MAINTENANCE OF TRAFFIC	1	LS	\$10,577.40	\$10,577.40	1	\$10,577.40		\$10,577.40	100.0%	
30	MOBILIZATION	1	LS	\$31,110.00	\$31,110.00	1	\$31,110.00		\$31,110.00	100.0%	
	KATIE AVENUE (ROADWAY)										
1	CLEARING AND GRUBBING	1	LS	\$622.20	\$622.20	1	\$622.20		\$622.20	100.0%	
2	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	1,782	SY	\$3.11	\$5,542.02	1108.19	\$3,446.47		\$3,446.47	62.2%	\$2,095.55
3	REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS	22	SY	\$3.11	\$68.42	574.95	\$1,788.09		\$1,788.09	2613.4%	-\$1,719.67
4	REMOVAL OF CONCRETE WALKS, ALL DEPTHS	217	SY	\$3.11	\$674.87						\$674.87
5	REMOVAL OF CURB &/ OR CURB & GUTTER, ALL TYPES	440	LF	\$3.11	\$1,368.40	11	\$34.21		\$34.21	2.5%	\$1,334.19
6	REMOVAL OF UTILITIES	1	LS	\$12,444.00	\$12,444.00	1	\$12,444.00		\$12,444.00	100.0%	
7	REMOVAL OF INLET AND JUNCTION BOX, ALL TYPES & SIZES	1	EA	\$186.66	\$186.66						\$186.66
8	REMOVE AND RESET SIGNS, ALL SIZES	2	EA	\$12.44	\$24.88						\$24.88
9	EXCESS EXCAVATION, LVM, AH	346	CY	\$3.73	\$1,290.58						\$1,290.58
10	SAND BAGS	150	EA	\$18.67	\$2,800.50						\$2,800.50
11	WATTLES, 20"	250	LF	\$10.86	\$2,715.00						\$2,715.00
12	GRANULAR MATERIAL (LVM)(CLASS 9, GROUP B)	519	CY	\$9.96	\$5,169.24						\$5,169.24
13	9.5 MM, MT, ASPHALT PAVEMENT	97	TON	\$205.33	\$19,917.01						\$19,917.01
14	19 MM, MT, ASPHALT PAVEMENT	312	TON	\$205.33	\$64,062.96						\$64,062.96
15	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	20	SY	\$14.93	\$298.60						\$298.60
16	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" TH	91	SY	\$78.40	\$7,134.40						\$7,134.40
17	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" TH	19	SY	\$112.00	\$2,128.00						\$2,128.00
18	COMBINATION CONCRETE CURB & GUTTER, PER PLANS	723	LF	\$26.13	\$18,891.99						\$18,891.99
	Totals				\$438,294.98		\$135,247.81		\$135,247.81		\$303,047.17

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):						Application Number: 7					
Application Period: 8/1/2019 - 8/31/2019						Application Date: 9/10/2019					
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
	SUBTOTAL FROM PREVIOUS PAGE				\$438,294.98		\$135,247.81		\$135,247.81		\$303,047.17
19	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, BROK	477	SY	\$53.51	\$25,524.27						\$25,524.27
20	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, STAM	16	SY	\$112.00	\$1,792.00						\$1,792.00
21	CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURES	42	CY	\$2,001.00	\$84,042.00	23.48	\$46,983.48		\$46,983.48	55.9%	\$37,058.52
22	REINFORCING STEEL	3,568	LBS	\$1.80	\$6,422.40	1993	\$3,587.40		\$3,587.40	55.9%	\$2,835.00
23	15" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	12	LF	\$37.15	\$445.80	24	\$891.60		\$891.60	200.0%	-\$445.80
24	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	230	LF	\$37.18	\$8,551.40	193	\$7,175.74		\$7,175.74	83.9%	\$1,375.66
25	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	31	LF	\$53.15	\$1,647.65	16	\$850.40		\$850.40	51.6%	\$797.25
26	30" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	204	LF	\$84.35	\$17,207.40	203	\$17,123.05		\$17,123.05	99.5%	\$84.35
27	44" X 27" REINFORCED CONCRETE ARCH PIPE, CLASS A3, F	103	LF	\$126.92	\$13,072.76	102	\$12,945.84		\$12,945.84	99.0%	\$126.92
28	51" X 31" REINFORCED CONCRETE ARCH PIPE, CLASS A3, F	255	LF	\$156.67	\$39,950.85	240	\$37,600.80		\$37,600.80	94.1%	\$2,350.05
29	51" X 31" REINFORCED CONCRETE ARCH PIPE END SECTION	1	EA	\$1,891.49	\$1,891.49						\$1,891.49
30	CASTINGS	790	LBS	\$2.38	\$1,880.20						\$1,880.20
31	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	780	LF	\$1.24	\$967.20						\$967.20
32	THERMOPLASTIC DETAIL STRIPE, WHITE	336	LF	\$2.49	\$836.64						\$836.64
33	THERMOPLASTIC LEGEND, WHITE	103	LF	\$2.49	\$256.47						\$256.47
34	THERMOPLASTIC LEGEND, WHITE	10	SF	\$7.47	\$74.70						\$74.70
35	DETECTABLE WARNING, PER PLANS	141	SF	\$68.44	\$9,650.04						\$9,650.04
36	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" TH	20	SF	\$24.27	\$485.40						\$485.40
37	STEEL U-SECTION POSTS, 2.0 LBS/FT	78	LF	\$9.96	\$776.88						\$776.88
38	MAINTENANCE OF TRAFFIC	1	LS	\$10,577.40	\$10,577.40	1	\$10,577.40		\$10,577.40	100.0%	
39	MOBILIZATION	1	LS	\$31,110.00	\$31,110.00	1	\$31,110.00		\$31,110.00	100.0%	
	TRAFFIC SIGNAL RELOCATION										
1	RELOCATION OF EXISTING TRAFFIC SIGNAL CONTROLLER	1	LS	\$43,460.68	\$43,460.68	1	\$43,460.68		\$43,460.68	100.0%	
2	REMOVAL OF EXISTING TRAFFIC CONTROLLER BASE	1	EA	\$1,866.60	\$1,866.60	1	\$1,866.60		\$1,866.60	100.0%	
3	MAINTENANCE OF TRAFFIC	1	LS	\$3,111.00	\$3,111.00	1	\$3,111.00		\$3,111.00	100.0%	
	Totals				\$743,896.21		\$352,531.80		\$352,531.80		\$391,364.41

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):						Application Number: 7					
Application Period: 8/1/2019 - 8/31/2019						Application Date: 9/10/2019					
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
	SUBTOTAL FROM PREVIOUS PAGE				\$743,896.21		\$352,531.80		\$352,531.80		\$391,364.41
4	MOBILIZATION	1	LS	\$8,088.60	\$8,088.60	1	\$8,088.60		\$8,088.60	100.0%	
	ARLEDGE STREET (WATER)										
1	12" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)	670	LF	\$45.53	\$30,505.10	642	\$29,230.26		\$29,230.26	95.8%	\$1,274.84
2	8" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)	20	LF	\$37.29	\$745.80	40	\$1,491.60		\$1,491.60	200.0%	-\$745.80
3	6" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)	20	LF	\$33.60	\$672.00	145	\$4,872.00		\$4,872.00	725.0%	-\$4,200.00
4	4" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)	10	LF	\$32.21	\$322.10						\$322.10
5	3" SCH. 80 PVC (OPEN CUT)	90	LF	\$14.85	\$1,336.50	75	\$1,113.75		\$1,113.75	83.3%	\$222.75
6	2" SCH. 80 PVC (OPEN CUT)	12	LF	\$13.64	\$163.68	33	\$450.12		\$450.12	275.0%	-\$286.44
7	1-1/2" SCH. 80 PVC (OPEN CUT)	60	LF	\$13.36	\$801.60						\$801.60
8	20" STEEL CASING (BORED)	60	LF	\$170.73	\$10,243.80	60	\$10,243.80		\$10,243.80	100.0%	
9	16" DR-11 HDPE (OPEN CUT)	60	LF	\$198.01	\$11,880.60	80	\$15,840.80		\$15,840.80	133.3%	-\$3,960.20
10	TRACER WIRE SYSTEM	942	LF	\$3.77	\$3,551.34	1015	\$3,826.55		\$3,826.55	107.7%	-\$275.21
11	8" GATE VALVE	1	EA	\$1,515.62	\$1,515.62						\$1,515.62
12	6" GATE VALVE	1	EA	\$1,168.44	\$1,168.44						\$1,168.44
13	CONNECTION: PROPOSED 12" TO EXISTING 20" (HOT TAP)	1	EA	\$9,217.06	\$9,217.06						\$9,217.06
14	CONNECTION: PROPOSED 12" TO PROPOSED 12" (TEE)	1	EA	\$7,689.95	\$7,689.95	1	\$7,689.95		\$7,689.95	100.0%	
15	CONNECTION: PROPOSED 12" TO PROPOSED 8" (TEE & RED)	1	EA	\$5,083.13	\$5,083.13	1	\$5,083.13		\$5,083.13	100.0%	
16	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & RED)	1	EA	\$2,922.16	\$2,922.16	1	\$2,922.16		\$2,922.16	100.0%	
17	CONNECTION: PROPOSED 6" TO PROPOSED 4" (TEE)	1	EA	\$2,525.36	\$2,525.36						\$2,525.36
18	3-WAY FIRE HYDRANT WITH APPURTENANCES (INCL. TEE)	2	EA	\$5,587.12	\$11,174.24	2	\$11,174.24		\$11,174.24	100.0%	
19	6" FIRE SUPPRESSION CONNECTION	3	EA	\$4,895.89	\$14,687.67	3	\$14,687.67		\$14,687.67	100.0%	
20	3" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TEE)	4	EA	\$3,941.36	\$15,765.44	4	\$15,765.44		\$15,765.44	100.0%	
21	2" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TEE)	1	EA	\$2,708.84	\$2,708.84	1	\$2,708.84		\$2,708.84	100.0%	
22	1-1/2" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TEE)	2	EA	\$1,946.62	\$3,893.24						\$3,893.24
	KATIE AVENUE (WATER)										
	Totals				\$890,558.48		\$487,720.71		\$487,720.71		\$402,837.77

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):						Application Number: 7					
Application Period: 8/1/2019 - 8/31/2019						Application Date: 9/10/2019					
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
	SUBTOTAL FROM PREVIOUS PAGE				\$890,558.48		\$487,720.71		\$487,720.71		\$402,837.77
1	8" DUCTILE IRON WATER LINE (OPEN CUT)	460	LF	\$33.56	\$15,437.60	380	\$12,752.80		\$12,752.80	82.6%	\$2,684.80
2	3" SCH. 80 PVC (OPEN CUT)	41	LF	\$21.07	\$863.87	60	\$1,264.20		\$1,264.20	146.3%	-\$400.33
3	1-1/2" SCH. 80 PVC (OPEN CUT)	40	LF	\$19.59	\$783.60	60	\$1,175.40		\$1,175.40	150.0%	-\$391.80
4	TRACER WIRE SYSTEM	541	LF	\$3.26	\$1,763.66	500	\$1,630.00		\$1,630.00	92.4%	\$133.66
5	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/ TEE)	1	EA	\$4,568.39	\$4,568.39	1	\$4,568.39		\$4,568.39	100.0%	
6	3-WAY FIRE HYDRANT WITH APPURTENANCES (INCL. TEE)	1	EA	\$5,440.23	\$5,440.23	1	\$5,440.23		\$5,440.23	100.0%	
7	6" FIRE SUPPRESSION CONNECTION	1	EA	\$3,705.81	\$3,705.81	1	\$3,705.81		\$3,705.81	100.0%	
8	3" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TEE)	1	EA	\$3,609.46	\$3,609.46	1	\$3,609.46		\$3,609.46	100.0%	
9	1-1/2" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TEE)	1	EA	\$1,967.23	\$1,967.23	1	\$1,967.23		\$1,967.23	100.0%	
	ARLEDGE (SEWER)										
1	8" PVC SEWER, SDR 26 (6'-8")	403	LF	\$29.28	\$11,799.84	210	\$6,148.80		\$6,148.80	52.1%	\$5,651.04
2	8" PVC SEWER, SDR 26 (8'-10")	60	LF	\$34.26	\$2,055.60	150	\$5,139.00		\$5,139.00	250.0%	-\$3,083.40
3	6" PVC SEWER, SDR 26 (ALL DEPTHS)	144	LF	\$22.08	\$3,179.52	173.25	\$3,825.36		\$3,825.36	120.3%	-\$645.84
4	TRACER WIRE SYSTEM	607	LF	\$4.47	\$2,713.29	533.25	\$2,383.63		\$2,383.63	87.9%	\$329.66
5	48" DIAMETER PRECAST CONCRETE MANHOLE (6'-8")	2	EA	\$4,016.80	\$8,033.60	2	\$8,033.60		\$8,033.60	100.0%	
6	60" DIAMETER PRECAST CONCRETE MANHOLE (8'-10")	1	EA	\$4,657.75	\$4,657.75	0.79	\$3,679.62		\$3,679.62	79.0%	\$978.13
7	8" X 8" X 6" SERVICE TEE	6	EA	\$508.21	\$3,049.26	4	\$2,032.84		\$2,032.84	66.7%	\$1,016.42
8	6" PVC CLEANOUT	6	EA	\$652.53	\$3,915.18	5	\$3,262.65		\$3,262.65	83.3%	\$652.53
9	DEMOLITION AND REMOVAL OF EXISTING MANHOLE	1	EA	\$933.30	\$933.30						\$933.30
10	ABANDONMENT OF EXISTING MANHOLE	2	EA	\$684.42	\$1,368.84						\$1,368.84
11	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	766	CY	\$11.82	\$9,054.12	1720	\$20,330.40		\$20,330.40	224.5%	-\$11,276.28
	KATIE AVE & EDWARDS ST (SEWER)										
1	8" PVC SEWER, SDR 26 (8'-10")	149	LF	\$34.26	\$5,104.74	395	\$13,532.70		\$13,532.70	265.1%	-\$8,427.96
2	8" PVC SEWER, SDR 26 (10'-12")	306	LF	\$39.24	\$12,007.44	55	\$2,158.20		\$2,158.20	18.0%	\$9,849.24
3	6" PVC SEWER, SDR 26 (ALL DEPTHS)	81	LF	\$15.57	\$1,261.17	62	\$965.34		\$965.34	76.5%	\$295.83
	Totals				\$997,831.98		\$595,326.37		\$595,326.37		\$402,505.61

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):							Application Number: 7				
Application Period: 8/1/2019 - 8/31/2019							Application Date: 9/10/2019				
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
	SUBTOTAL FROM PREVIOUS PAGE				\$997,831.98		\$595,326.37		\$595,326.37		\$402,505.61
4	TRACER WIRE SYSTEM	536	LF	\$3.89	\$2,085.04	536	\$2,085.04		\$2,085.04	100.0%	
5	48" DIAMETER PRECAST CONCRETE MANHOLE (10'-12')	1	EA	\$5,298.69	\$5,298.69	2	\$10,597.38		\$10,597.38	200.0%	-\$5,298.69
6	8" X 8" X 6" SERVICE TEE	3	EA	\$508.21	\$1,524.63	2	\$1,016.42		\$1,016.42	66.7%	\$508.21
7	6" PVC CLEANOUT	3	EA	\$652.53	\$1,957.59	2	\$1,305.06		\$1,305.06	66.7%	\$652.53
8	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	2,236	CY	\$11.82	\$26,429.52	4224.65	\$49,935.36		\$49,935.36	188.9%	-\$23,505.84
		</									

Monthly Totals

For (Contract):		Application Number:	7
Application Period:	8/1/2019 - 8/31/2019	Application Date:	9/10/2019

ITEM NUMBER	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
	ARLEDGE STREET (ROADWAY)											
1	CLEARING AND GRUBBING	1										1
2	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	43.56										43.56
3	REMOVAL OF CURB &/ OR CURB & GUTTER, ALL TYPES					560						560
4	REMOVAL OF UTILITIES				1							1
5	EXCESS EXCAVATION, LVM, AH											
6	SAND BAGS											
7	WATTLED, 20"											
8	GRANULAR MATERIAL (LVM) (CLASS 9, GROUP B)											
9	9.5 MM, MT, ASPHALT PAVEMENT											
10	19 MM, MT, ASPHALT PAVEMENT											
11	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS											
12	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" THICK, BROOM FINISH											
13	COMBINATION CONCRETE CURB & GUTTER, PER PLANS											
14	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT											
15	CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURES					9.12	5.98					15.1
16	REINFORCING STEEL					1084	526.2					1610.2
17	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS					235	75					310
18	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS					250						250
19	8" CORRUGATED POLYETHYLENE PIPE					20						20
20	10" CORRUGATED POLYETHYLENE PIPE						20					20
21	12" CORRUGATED POLYETHYLENE PIPE						20					20
22	CASTINGS											
23	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW											
24	THERMOPLASTIC DETAIL STRIPE, WHITE											

Monthly Totals

For (Contract):		Application Number:	7
Application Period:	8/1/2019 - 8/31/2019	Application Date:	9/10/2019

ITEM NUMBER	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
25	THERMOPLASTIC LEGEND, WHITE											
26	DETECTABLE WARNING, PER PLANS											
27	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" THICKNESS											
28	STEEL U-SECTION POSTS, 2.0 LBS/FT											
29	MAINTENANCE OF TRAFFIC	0.25	0.1	0.1		0.55						1
30	MOBILIZATION	0.4	0.1	0.1		0.4						1
	KATIE AVENUE (ROADWAY)											
1	CLEARING AND GRUBBING	1										1
2	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	350	736.86	21.33								1108.19
3	REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS	71.34	249.72	253.89								574.95
4	REMOVAL OF CONCRETE WALKS, ALL DEPTHS											
5	REMOVAL OF CURB &/ OR CURB & GUTTER, ALL TYPES		11									11
6	REMOVAL OF UTILITIES				1							1
7	REMOVAL OF INLET AND JUNCTION BOX, ALL TYPES & SIZES											
8	REMOVE AND RESET SIGNS, ALL SIZES											
9	EXCESS EXCAVATION, LVM, AH											
10	SAND BAGS											
11	WATTLES, 20"											
12	GRANULAR MATERIAL (LVM)(CLASS 9, GROUP B)											
13	9.5 MM, MT, ASPHALT PAVEMENT											
14	19 MM, MT, ASPHALT PAVEMENT											
15	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS											
16	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" THICK, BROOM FINISH											
17	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" THICK, STAMPED AND COLORED											
18	COMBINATION CONCRETE CURB & GUTTER, PER PLANS											

Monthly Totals

For (Contract):		Application Number:	7
Application Period:	8/1/2019 - 8/31/2019	Application Date:	9/10/2019

ITEM NUMBER	DESCRIPTION	1 Estimated Quantity Installed	2 Estimated Quantity Installed	3 Estimated Quantity Installed	4 Estimated Quantity Installed	5 Estimated Quantity Installed	6 Estimated Quantity Installed	7 Estimated Quantity Installed	8 Estimated Quantity Installed	9 Estimated Quantity Installed	10 Estimated Quantity Installed	TOTAL Estimated Quantity Installed
19	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, BROOM FINISH											
20	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, STAMPED AND COLORED											
21	CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURES		14.18	9.3								23.48
22	REINFORCING STEEL		1203	790								1993
23	15" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS		8	16								24
24	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS			193								193
25	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS			16								16
26	30" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS			203								203
27	44" X 27" REINFORCED CONCRETE ARCH PIPE, CLASS A3, FLEXIBLE P		70	32								102
28	51" X 31" REINFORCED CONCRETE ARCH PIPE, CLASS A3, FLEXIBLE P		240									240
29	51" X 31" REINFORCED CONCRETE ARCH PIPE END SECTION											
30	CASTINGS											
31	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW											
32	THERMOPLASTIC DETAIL STRIPE, WHITE											
33	THERMOPLASTIC LEGEND, WHITE											
34	THERMOPLASTIC LEGEND, WHITE											
35	DETECTABLE WARNING, PER PLANS											
36	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" THICKNESS											
37	STEEL U-SECTION POSTS, 2.0 LBS/FT											
38	MAINTENANCE OF TRAFFIC	0.25	0.1	0.1		0.55						1
39	MOBILIZATION	0.4	0.1	0.1		0.4						1
TRAFFIC SIGNAL RELOCATION												
1	RELOCATION OF EXISTING TRAFFIC SIGNAL CONTROLLER, PER PLANS				1							1
2	REMOVAL OF EXISTING TRAFFIC CONTROLLER BASE				1							1
3	MAINTENANCE OF TRAFFIC				1							1

Monthly Totals

For (Contract):		Application Number:	7
Application Period:	8/1/2019 - 8/31/2019	Application Date:	9/10/2019

ITEM NUMBER	DESCRIPTION	1 Estimated Quantity Installed	2 Estimated Quantity Installed	3 Estimated Quantity Installed	4 Estimated Quantity Installed	5 Estimated Quantity Installed	6 Estimated Quantity Installed	7 Estimated Quantity Installed	8 Estimated Quantity Installed	9 Estimated Quantity Installed	10 Estimated Quantity Installed	TOTAL Estimated Quantity Installed
4	MOBILIZATION				1							1
	ARLEGE STREET (WATER)											
1	12" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)						200	442				642
2	8" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)						40					40
3	6" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)						120	25				145
4	4" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)											
5	3" SCH. 80 PVC (OPEN CUT)							75				75
6	2" SCH. 80 PVC (OPEN CUT)							33				33
7	1-1/2" SCH. 80 PVC (OPEN CUT)						60	-60				
8	20" STEEL CASING (BORED)						60					60
9	16" DR-11 HDPE (OPEN CUT)						80					80
10	TRACER WIRE SYSTEM						500	515				1015
11	8" GATE VALVE											
12	6" GATE VALVE											
13	CONNECTION: PROPOSED 12" TO EXISTING 20" (HOT TAP w/ 12" VALVE)											
14	CONNECTION: PROPOSED 12" TO PROPOSED 12" (TEE)							1				1
15	CONNECTION: PROPOSED 12" TO PROPOSED 8" (TEE & REDUCER)						1					1
16	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & REDUCERS)						1					1
17	CONNECTION: PROPOSED 6" TO PROPOSED 4" (TEE)											
18	3-WAY FIRE HYDRANT WITH APPURTENANCES (INCL. TEE, VALVE, HYDRANT, BRASS TAG, PIPE & OTHER FITTINGS)							2				2
19	6" FIRE SUPPRESSION CONNECTION							3				3
20	3" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TAP, VALVE, CURB STOP, FITTINGS, VALVE BOX, METER,						2	2				4
21	2" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TAP, VALVE, CURB STOP, FITTINGS, VALVE BOX, METER, METER BO							1				1
22	1-1/2" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TAP, VALVE, CURB STOP, FITTINGS, VALVE BOX, ME						1	-1				
	KATIE AVENUE (WATER)											

Monthly Totals

For (Contract):		Application Number:	7
Application Period:	8/1/2019 - 8/31/2019	Application Date:	9/10/2019

ITEM NUMBER	DESCRIPTION	1 Estimated Quantity Installed	2 Estimated Quantity Installed	3 Estimated Quantity Installed	4 Estimated Quantity Installed	5 Estimated Quantity Installed	6 Estimated Quantity Installed	7 Estimated Quantity Installed	8 Estimated Quantity Installed	9 Estimated Quantity Installed	10 Estimated Quantity Installed	TOTAL Estimated Quantity Installed
1	8" DUCTILE IRON WATER LINE (OPEN CUT)						380					380
2	3" SCH. 80 PVC (OPEN CUT)							60				60
3	1-1/2" SCH. 80 PVC (OPEN CUT)							60				60
4	TRACER WIRE SYSTEM						380	120				500
5	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/ 8" VALVE)						1					1
6	3-WAY FIRE HYDRANT WITH APPURTENANCES (INCL. TEE, VALVE, HYDRANT, BRASS TAG, PIPE & OTHER FITTINGS)						1					1
7	6" FIRE SUPPRESSION CONNECTION						1					1
8	3" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TAP, VALVE, CURB STOP, FITTINGS, VALVE BOX, METER,						1					1
9	1-1/2" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TAP, VALVE, CURB STOP, FITTINGS, VALVE BOX, METER, METER							1				1
	ARLEDGE (SEWER)											
1	8" PVC SEWER, SDR 26 (6'-8')		210									210
2	8" PVC SEWER, SDR 26 (8'-10')	150										150
3	6" PVC SEWER, SDR 26 (ALL DEPTHS)	60	50.25			63						173.25
4	TRACER WIRE SYSTEM	210	260.25			35	28					533.25
5	48" DIAMETER PRECAST CONCRETE MANHOLE (6'-8')		2									2
6	60" DIAMETER PRECAST CONCRETE MANHOLE (8'-10')	0.79										0.79
7	8" X 8" X 6" SERVICE TEE		4									4
8	6" PVC CLEANOUT		4			1						5
9	DEMOLITION AND REMOVAL OF EXISTING MANHOLE											
10	ABANDONMENT OF EXISTING MANHOLE											
11	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	420				884	80	336				1720
	KATIE AVE & EDWARDS ST (SEWER)											
1	8" PVC SEWER, SDR 26 (8'-10')	395										395
2	8" PVC SEWER, SDR 26 (10'-12')	55										55
3	6" PVC SEWER, SDR 26 (ALL DEPTHS)	8		54								62

Monthly Totals

For (Contract):		Application Number:	7
Application Period:	8/1/2019 - 8/31/2019	Application Date:	9/10/2019

[illegible]



Engineering Progress

September 23, 2019

C.B. Developers

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

Attn: Lamar Rutland, P.E.

Re: Comprehensive Sewer/Water Improvements – Phase VIII
Camp Street Area
City of Hattiesburg

Dear Lamar:

Enclosed please find Pay Estimate No. 13 for the above referenced project in the amount of \$183,100.06.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,

John T. Weeks, P.E.
Project Engineer

/mt

Enclosure

cc: C.B. Developers
SDW

093695.7220.70
MB 2018-108



422
445 DAYS

Contractor's Application For Payment No. 13

Application Period: Beginning: 8/1/2019 Ending: 8/31/2019		Application Date: 11-Sep-19
To (Owner): CITY OF HATTIESBURG	From (Contractor): C.B. DEVELOPERS, INC.	Via (Engineer): SHOWS, DEARMAN & WAITS, INC.
Project: COMPREHENSIVE SEWER/WATER PHASE 8	Contract:	
Owner's Contract No.: Not Applicable	Contractor's Project No.:	Engineer's Project No.:

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
SA No. 1	54779.07	
TOTALS	\$ 54,779.07	\$ -
NET CHANGE BY CHANGE ORDERS	\$ 54,779.07	

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Date: 9/11/2019

1. ORIGINAL CONTRACT PRICE	\$ 3,721,611.76
2. Net change by Change Orders	\$ 54,779.07
3. CURRENT CONTRACT PRICE (LINE 1 + 2)	\$ 3,776,390.83
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimates)	\$ 2,975,206.61
5. RETAINAGE:	
a. 5.0% x Work Completed	\$ 146,701.63
b. 5.0% x Stored Material	\$ -
c. Total Retainage (line 5a + line 5b)	\$ 146,701.63
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$ 2,828,504.98
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ 2,645,404.92
8. AMOUNT DUE THIS APPLICATION	\$ 183,100.06
9. BALANCE TO FINISH, PLUS RETAINAGE	
(Column G on Progress Estimate + Line 5 above)	\$ 947,885.85

Payment of: \$183,100.06

Is recommended by:

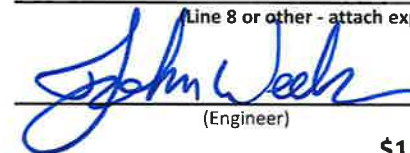
Payment of:

Is approved by:

Is approved by:

Approved by:

Line 8 or other - attach explanation of other amount


(Engineer)

9/18/19
(Date)

\$183,100.06

(Line 8 or other - attach explanation of other amount)

(Owner)

(Owner)

(Funding Agency, if applicable)

(Date)

(Date)

(Date)

Progress Estimate

Contractor's Application

For (contract):		COMPREHENSIVE SEWER/WATER PHASE 8				Application Number: 13					
Application Period:		8/1/2019		TO 8/31/2019		Application Date: 11-Sep-19					
	A	Bid	Quantity	Unit Price	B	C	D	E	F		G
Pay Item	Item Description				Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (F)
	</										

EICDC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Progress Estimate

Contractor's Application

For (contract):	COMPREHENSIVE SEWER/WATER PHASE 8				Application Number:	13				
Application Period:	8/1/2019	TO	8/31/2019		Application Date:	11-Sep-19				
	A	Bid Quantity	Unit Price	B	C	D	E	F		G
Pay Item	Item Description			Bid Value	Estimated Quantity installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (G)
	Subtotal from Previous Page			\$ 942,926.06		\$ 911,938.10	\$ 10,742.36	\$ 922,680.47		\$ 20,245.59
23	48" PRECAST CONCRETE SEWER MANHOLE (12-14)	3.0	\$ 4,025.31	\$ 12,075.93	2.00	\$ 8,050.62	\$ -	\$ 8,050.62	67%	\$ 4,025.31
24	48" PRECAST CONCRETE SEWER MANHOLE (0-6) (FLAT TOP)	3.0	\$ 3,553.84	\$ 10,661.52	1.00	\$ 3,553.84	\$ -	\$ 3,553.84	33%	\$ 7,107.68
25	60" PRECAST CONCRETE SEWER MANHOLE (0-6)	1.0	\$ 4,502.46	\$ 4,502.46		\$ -	\$ -	\$ -		\$ 4,502.46
26	60" PRECAST CONCRETE SEWER MANHOLE (6-8)	1.0	\$ 5,058.41	\$ 5,058.41	1.00	\$ 5,058.41	\$ -	\$ 5,058.41	100%	\$ -
27	60" PRECAST CONCRETE SEWER MANHOLE (8-10)	1.0	\$ 5,419.09	\$ 5,419.09	1.00	\$ 5,419.09	\$ -	\$ 5,419.09	100%	\$ -
28	60" PRECAST CONCRETE SEWER MANHOLE (10-12)	1.0	\$ 6,342.23	\$ 6,342.23	1.00	\$ 6,342.23	\$ -	\$ 6,342.23	100%	\$ -
29	60" PRECAST CONCRETE SEWER MANHOLE (6-8) (DOGHOUSE)	2.0	\$ 6,620.27	\$ 13,240.54		\$ -	\$ -	\$ -		\$ 13,240.54
30	72" PRECAST CONCRETE SPLITTER SEWER MANHOLE (10-12) (D	1.0	\$ 9,100.91	\$ 9,100.91		\$ -	\$ -	\$ -		\$ 9,100.91
31	DEMOLITION AND REMOVAL OF EXISTING MANHOLES (ALL TYPE	35.0	\$ 302.70	\$ 10,594.50	41.00	\$ 12,410.70	\$ -	\$ 12,410.70	117%	\$ (1,816.20)
32	ABANDONMENT OF EXISTING MANHOLE	12.0	\$ 393.51	\$ 4,722.12		\$ -	\$ -	\$ -		\$ 4,722.12
33	DROP MANHOLE ASSEMBLY (ALL DEPTHS)	1.0	\$ 2,674.73	\$ 2,674.73		\$ -	\$ -	\$ -		\$ 2,674.73
	SEWER SERVICE ITEMS									
34	4" SANITARY SEWER SERVICE CLEANOUT	231.0	\$ 375.31	\$ 86,696.61	196.00	\$ 73,560.76	\$ 4,086.00	\$ 77,646.76	90%	\$ 9,049.85
35	4" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	316.0	\$ 39.97	\$ 12,630.52	376.00	\$ 15,028.72	\$ -	\$ 15,028.72	119%	\$ (2,398.20)
36	6" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	3792.0	\$ 27.33	\$ 103,635.36	3,315.00	\$ 90,598.95	\$ 1,116.18	\$ 91,715.13	88%	\$ 11,920.23
37	8"x8"x6" PVC SERVICE TEE	203.0	\$ 191.79	\$ 38,933.37	183.00	\$ 35,097.57	\$ 1,168.00	\$ 36,265.57	93%	\$ 2,667.80
38	10"x10"x6" PVC SERVICE TEE	20.0	\$ 417.00	\$ 8,340.00	19.00	\$ 7,923.00	\$ -	\$ 7,923.00	95%	\$ 417.00
39	8"x8"x6" DUCTILE IRON SERVICE TEE	5.0	\$ 825.41	\$ 4,127.05	3.00	\$ 2,476.23	\$ -	\$ 2,476.23	60%	\$ 1,650.82
	WATER PIPE ITEMS									
40	2" & UNDER 150 PSI PVC WATER PIPE FOR CONNECTIONS (OPEN	40.0	\$ 13.39	\$ 535.60		\$ -	\$ 42.40	\$ 42.40	8%	\$ 493.20
41	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	8340.0	\$ 26.87	\$ 224,095.80	7,523.00	\$ 202,143.01	\$ -	\$ 202,143.01	90%	\$ 21,952.79
42	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	4680.0	\$ 32.38	\$ 151,538.40	5,280.00	\$ 170,966.40	\$ -	\$ 170,966.40	113%	\$ (19,428.00)
43	8" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FIT	500.0	\$ 52.33	\$ 26,165.00	1,200.00	\$ 62,796.00	\$ -	\$ 62,796.00	240%	\$ (36,631.00)
44	10" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER F	360.0	\$ 67.53	\$ 24,310.80	200.00	\$ 13,506.00	\$ -	\$ 13,506.00	56%	\$ 10,804.80
45	TRACER WIRE SYSTEM FOR WATER	22864.0	\$ 1.33	\$ 30,409.12	15,742.50	\$ 20,937.53	\$ 7,121.50	\$ 28,059.03	92%	\$ 2,350.10
	TOTALS			\$ 1,738,736.13		\$ 1,647,807.16	\$ 24,276.44	\$ 1,672,083.60		\$ 66,652.53

EJCDC No. C-620 (2002 Edition)

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Progress Estimate

Contractor's Application

For (contract):		COMPREHENSIVE SEWER/WATER PHASE 8				Application Number: 13				
Application Period:		8/1/2019 TO 8/31/2019				Application Date: 11-Sep-19				
	A			B	C	D	E	F		G
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (G - F)
	Subtotal from Previous Page			\$ 1,738,736.13		\$ 1,647,807.16	\$ 24,276.44	\$ 1,672,083.60		\$ 66,652.53
	WATER CONNECTION ITEMS									
46	CUT AND CAP EXISTING WATER LINE IN PLACE	6.0	\$ 644.87	\$ 3,869.22		\$ -	\$ 699.00	\$ 699.00	18%	\$ 3,170.22
47	CONNECTION: PROPOSED 6" TO EXISTING 2" (STRAIGHT-REDUCED)	1.0	\$ 1,038.87	\$ 1,038.87		\$ -	\$ 222.00	\$ 222.00	21%	\$ 816.87
48	CONNECTION: PROPOSED 6" TO EXISTING 6" (STRAIGHT-COUPLER)	2.0	\$ 1,006.18	\$ 2,012.36		\$ -	\$ 478.00	\$ 478.00	24%	\$ 1,534.36
49	CONNECTION: PROPOSED 6" TO EXISTING 6" (TEE & OTHER FITTING)	3.0	\$ 1,549.82	\$ 4,649.46	2.00	\$ 3,099.64	\$ 654.00	\$ 3,753.64	81%	\$ 895.82
50	CONNECTION: PROPOSED 6" TO EXISTING 6" (HOT TAP w/ VALVE)	8.0	\$ 3,500.42	\$ 28,003.36	7.00	\$ 24,502.94	\$ 1,344.00	\$ 25,846.94	92%	\$ 2,156.42
51	CONNECTION: PROPOSED 6" TO EXISTING 12" (HOT TAP w/ VALVE)	2.0	\$ 4,419.42	\$ 8,838.84	1.00	\$ 4,419.42	\$ 2,959.00	\$ 7,378.42	83%	\$ 1,460.42
52	CONNECTION: PROPOSED 6" TO PROPOSED 6" (TEE & OTHER FITTING)	1.0	\$ 934.74	\$ 934.74	1.00	\$ 934.74	\$ -	\$ 934.74	100%	\$ -
53	CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER FITTING)	11.0	\$ 1,657.59	\$ 18,233.49	7.00	\$ 11,603.13	\$ 3,664.00	\$ 15,267.13	84%	\$ 2,966.36
54	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/ VALVE)	1.0	\$ 4,269.28	\$ 4,269.28		\$ -	\$ 2,006.00	\$ 2,006.00	47%	\$ 2,263.28
55	CONNECTION: PROPOSED 8" TO EXISTING 8" (HOT TAP w/ VALVE)	1.0	\$ 4,881.95	\$ 4,881.95	1.00	\$ 4,881.95	\$ -	\$ 4,881.95	100%	\$ -
56	CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ VALVE)	3.0	\$ 6,336.12	\$ 19,008.36	3.00	\$ 19,008.36	\$ -	\$ 19,008.36	100%	\$ -
57	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & OTHER FITTING)	5.0	\$ 1,129.68	\$ 5,648.40	6.00	\$ 6,778.08	\$ -	\$ 6,778.08	120%	\$ (1,129.68)
58	CONNECTION: PROPOSED 8" TO PROPOSED 8" (TEE & OTHER FITTING)	3.0	\$ 1,145.42	\$ 3,436.26	3.00	\$ 3,436.26	\$ -	\$ 3,436.26	100%	\$ -
	WATER VALVE ITEMS									
59	6" GATE VALVE	27.0	\$ 870.57	\$ 23,505.39	24.00	\$ 20,893.68	\$ 1,707.00	\$ 22,600.68	96%	\$ 904.71
60	8" GATE VALVE	22.0	\$ 1,162.37	\$ 25,572.14	22.00	\$ 25,572.14	\$ -	\$ 25,572.14	100%	\$ -
	WATER FIRE PROTECTION ITEMS									
61	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL TEE, VALVE, ETC.)	16.0	\$ 3,703.84	\$ 59,261.44	20.00	\$ 74,076.80	\$ -	\$ 74,076.80	125%	\$ (14,815.36)
62	REMOVAL OF EXISTING FIRE HYDRANT	9.0	\$ 787.02	\$ 7,083.18		\$ -	\$ -	\$ -		\$ 7,083.18
	WATER SERVICE ITEMS									
63	SERVICE TAP (3/4") (INCL, TAPPING SADDLE, CORP STOP, ETC.)	242.0	\$ 412.88	\$ 99,916.96	84.00	\$ 34,681.92	\$ 1,833.00	\$ 36,514.92	37%	\$ 63,402.04
64	SERVICE TAP (1") (INCL, TAPPING SADDLE, CORP STOP, ETC.)	33.0	\$ 760.38	\$ 25,092.54	11.00	\$ 8,364.18	\$ 1,331.64	\$ 9,695.82	39%	\$ 15,396.72
65	SERVICE TUBING (OPEN CUT) (3/4")	1985.0	\$ 6.28	\$ 12,465.80	731.50	\$ 4,593.82	\$ -	\$ 4,593.82	37%	\$ 7,871.98
66	SERVICE TUBING (OPEN CUT) (1")	400.0	\$ 6.41	\$ 2,564.00	105.00	\$ 673.05	\$ -	\$ 673.05	26%	\$ 1,890.95
	TOTALS			\$ 2,099,022.17		\$ 1,895,327.27	\$ 41,174.08	\$ 1,936,501.35		\$ 162,520.82

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Progress Estimate

Contractor's Application

For (contract):		COMPREHENSIVE SEWER/WATER PHASE 8				Application Number: 13				
Application Period:		8/1/2019 TO 8/31/2019				Application Date: 11-Sep-19				
	A	Bid	Quantity	Unit Price	B	C	D	E	F	G
Pay Item	Item Description				Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)
	Subtotal from Previous Page				\$ 2,099,022.17		\$ 1,895,327.27	\$ 41,174.08	\$ 1,936,501.35	
67	SERVICE TUBING (BORED) (3/4")	4080.0	\$ 9.92	\$	40,473.60	593.00	\$ 5,882.56	\$ -	\$ 5,882.56	15%
68	SERVICE TUBING (BORED) (1")	400.0	\$ 10.04	\$	4,016.00		\$ -	\$ -	\$ -	
69	WATER SERVICE METER (3/4")	13.0	\$ 440.65	\$	5,728.45		\$ -	\$ -	\$ -	
70	WATER SERVICE METER (1")	2.0	\$ 652.32	\$	1,304.64		\$ -	\$ -	\$ -	
	MISCELLANEOUS CONSTRUCTION ITEMS									
71	CRUSHED AGGREGATE (SIZE 825)	5097.0	\$ 49.58	\$	252,709.26	6740.57	\$ 334,197.46	\$ -	\$ 334,197.46	132%
72	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	23770.0	\$ 7.68	\$	182,553.60	20970.00	\$ 161,049.60	\$ -	\$ 161,049.60	88%
73	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	1062.0	\$ 65.38	\$	69,433.56	687.60	\$ 44,955.29	\$ -	\$ 44,955.29	65%
74	HARDY STREET ROADWAY REPAIR (SPECIAL CONSTRUCTION)	50.0	\$ 332.97	\$	16,648.50	20.10	\$ 6,692.70	\$ -	\$ 6,692.70	40%
75	9.5 MM HOT MIX ASPHALT	1652.0	\$ 133.94	\$	221,268.88		\$ -	\$ -	\$ -	
76	19 MM HOT MIX ASPHALT	1273.0	\$ 173.59	\$	220,980.07		\$ -	\$ -	\$ -	
77	CONCRETE SIDEWALK REPAIR (ALL DEPTHS)	55.0	\$ 66.59	\$	3,662.45	86.80	\$ 5,780.01	\$ -	\$ 5,780.01	158%
78	CONCRETE CURB & GUTTER (MATCH EXISTING TYPE)	370.0	\$ 96.86	\$	35,838.20	199.00	\$ 19,275.14	\$ -	\$ 19,275.14	54%
79	CONCRETE DITCH REPAIR	95.0	\$ 26.64	\$	2,530.80		\$ -	\$ -	\$ -	
80	CLASS "B" CONCRETE, MINOR STRUCTURES	10.0	\$ 1,816.20	\$	18,162.00	4.17	\$ 7,573.55	\$ -	\$ 7,573.55	42%
81	REINFORCING STEEL	470.0	\$ 4.18	\$	1,964.60	153.00	\$ 639.54	\$ -	\$ 639.54	33%
82	INLET GRATINGS	765.0	\$ 6.87	\$	5,255.55	127.00	\$ 872.49	\$ -	\$ 872.49	17%
83	INLET CASTINGS	79.0	\$ 6.20	\$	489.80		\$ -	\$ -	\$ -	
84	12" CORRUGATED HDPE PIPE (DUAL WALL)	64.0	\$ 25.55	\$	1,635.20	353.00	\$ 9,019.15	\$ -	\$ 9,019.15	552%
85	15" CORRUGATED HDPE PIPE (DUAL WALL)	20.0	\$ 40.48	\$	809.60	20.00	\$ 809.60	\$ -	\$ 809.60	100%
86	12" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	32.0	\$ 30.83	\$	986.56		\$ -	\$ -	\$ -	
87	15" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	370.0	\$ 27.86	\$	10,308.20	136.00	\$ 3,788.96	\$ -	\$ 3,788.96	37%
88	18" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	210.0	\$ 32.66	\$	6,858.60	139.00	\$ 4,539.74	\$ -	\$ 4,539.74	66%
89	18"x11" REINFORCED CONCRETE ARCH PIPE (CLASS 3) (PLASTIC)	76.0	\$ 50.08	\$	3,806.08	88.00	\$ 4,407.04	\$ -	\$ 4,407.04	116%
90	REMOVAL OF EXISTING PIPE CROSS DRAINS (ALL SIZES AND DEPTHS)	750.0	\$ 2.42	\$	1,815.00	583.00	\$ 1,410.86	\$ -	\$ 1,410.86	78%
	TOTALS				\$ 3,208,261.37		\$ 2,506,220.96	\$ 41,174.08	\$ 2,547,395.04	
										\$ 660,866.33

EJCDC No. C-620 (2002 Edition)

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Contractor's Application

For (contract):		COMPREHENSIVE SEWER/WATER PHASE B				Application Number: 13				
Application Period:		8/1/2019 TO 8/31/2019		Application Date: 11-Sep-19						
	A	Bid Quantity	Unit Price	B	C	D	E	F		G
Pay Item	Item Description			Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish F) (B
	Subtotal from Previous Page			\$ 3,208,261.37		\$ 2,506,220.96	\$ 41,174.08	\$ 2,547,395.04		\$ 660,866.33
91	REMOVAL OF EXISTING CORRUGATED HDPE PIPE (ALL SIZES AND TYPES)	20.0	\$ 18.16	\$ 363.20	185.00	\$ 3,359.60	\$ -	\$ 3,359.60	925%	\$ (2,996.40)
92	REMOVE, SALVAGE, AND RESET EXISTING WOOD FENCE	335.0	\$ 24.22	\$ 8,113.70	20.00	\$ 484.40	\$ -	\$ 484.40	6%	\$ 7,629.30
93	REMOVE, SALVAGE, AND RESET EXISTING NET WIRE FENCE	185.0	\$ 12.11	\$ 2,240.35		\$ -	\$ -	\$ -		\$ 2,240.35
94	REMOVE, SALVAGE, AND RESET EXISTING CHAIN LINK FENCE	1435.0	\$ 14.53	\$ 20,850.55		\$ -	\$ -	\$ -		\$ 20,850.55
95	6" YELLOW THERMOPLASTIC DETAIL TRAFFIC STRIPE	1550.0	\$ 2.42	\$ 3,751.00		\$ -	\$ -	\$ -		\$ 3,751.00
96	LEGEND WHITE THERMOPLASTIC TRAFFIC MARKING (6" EQUIVALENT)	1440.0	\$ 2.42	\$ 3,484.80		\$ -	\$ -	\$ -		\$ 3,484.80
97	SOLID SOD (INCL SOD, TOP SOIL, FERTILIZER, WATERING, ETC.)	8050.0	\$ 8.48	\$ 68,264.00		\$ -	\$ -	\$ -		\$ 68,264.00
98	LANDSCAPE RESTORATION (INCL TOP SOIL, PLANTS, MULCH, WATERING)	630.0	\$ 18.16	\$ 11,440.80		\$ -	\$ -	\$ -		\$ 11,440.80
99	CLEARING AND GRUBBING	2.0	\$ 2,239.98	\$ 4,479.96	0.92	\$ 2,060.78	\$ -	\$ 2,060.78	46%	\$ 2,419.18
100	TEMPORARY EROSION CONTROL	1.0	\$ 18,162.01	\$ 18,162.01	0.90	\$ 16,345.81	\$ -	\$ 16,345.81	90%	\$ 1,816.20
101	MAINTENANCE OF TRAFFIC	1.0	\$ 123,743.79	\$ 123,743.79	0.90	\$ 111,369.41	\$ -	\$ 111,369.41	90%	\$ 12,374.38
102	MOBILIZATION	1.0	\$ 248,456.23	\$ 248,456.23	1.00	\$ 248,456.23	\$ -	\$ 248,456.23	100%	\$ -
CO1	8" DR 17 POLY BORE	663.0	\$ 67.62	\$ 44,832.06	663.00	\$ 44,832.06	\$ -	\$ 44,832.06	100%	\$ -
CO1	12" SDR 26 PVC SEWER PIPE 8-10	46.0	\$ 64.52	\$ 2,967.92	14.00	\$ 903.28	\$ -	\$ 903.28	30%	\$ 2,064.64
CO1	48" PRECAST DOGHOUSE MANHOLE 8-10	1.0	\$ 4,278.73	\$ 4,278.73		\$ -	\$ -	\$ -		\$ 4,278.73
CO1	RCP CLASS III 24"	52.0	\$ 51.93	\$ 2,700.36		\$ -	\$ -	\$ -		\$ 2,700.36
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Monthly Totals

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	TOTAL
	DESCRIPTION	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
	CAMP STREET AREA SEWER PIPE ITEMS															
1	8" SDR-26 PVC SEWER PIPE (0-6')			228.29	97.14	289	438	341	74.89		49	-15.14	239	159		1900.18
2	8" SDR-26 PVC SEWER PIPE (6'-8')			894.76	649.87	1073	103	203	364.11	50.55	1332	-51.8	259	409		5286.49
3	8" SDR-26 PVC SEWER PIPE (8'-10')		651	832.1	660.18	203	96	88	152	119.52	45	183.75		83		3113.55
4	8" SDR-26 PVC SEWER PIPE (10'-12')		178	269.85	108.68		152	3		35.93		-108.68		150		788.78
5	8" SDR-26 PVC SEWER PIPE (12'-14')				34.99							-34.99		106		106
6	10" SDR-26 PVC SEWER PIPE (0-6')												48			48
7	10" SDR-26 PVC SEWER PIPE (6'-8')	5.36	94.64								128		70	153		451
8	10" SDR-26 PVC SEWER PIPE (8'-10')	147.29	75										50	62		334.29
9	10" SDR-26 PVC SEWER PIPE (10'-12')	207.35	36.36										33	48		324.71
10	10" SDR-26 PVC SEWER PIPE (12'-14')													101		101
11	10" SDR-26 PVC SEWER PIPE (14'-16')													76		76
12	8" DUCTILE IRON SEWER PIPE (0-6')			18				181	36	146		19		12		412
13	8" DUCTILE IRON SEWER PIPE (6'-8')													38		38
14	10" DUCTILE IRON SEWER PIPE (0-6')															
15	10" DUCTILE IRON SEWER PIPE (6'-8')															
16	REMOVAL OF EXISTING SEWER LINE	360	1035	1809	768	1565	789	816	591	352	913	724	699	869		11290
17	ABANDONMENT OF EXISTING SEWER LINE (ALL SIZES)															
18	TRACER WIRE SYSTEM FOR SEWER	420	1146	2647	2145.86	1908	1089	1008	783	404	2018	1010	864	1564		17006.86
	SEWER MANHOLE ITEMS															
19	48" PRECAST CONCRETE SEWER MANHOLE (0-6)			1	1	2	1	3	2		2	1		3		16
20	48" PRECAST CONCRETE SEWER MANHOLE (6-8)			5	1	5	1			1	7	1	3	3		27
21	48" PRECAST CONCRETE SEWER MANHOLE (8-10)		2	2	2		1					1		1		9
22	48" PRECAST CONCRETE SEWER MANHOLE (10-12)		1													1

Monthly Totals

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	TOTAL
	DESCRIPTION	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
23	48" PRECAST CONCRETE SEWER MANHOLE (12-14)												1	1		2
24	48" PRECAST CONCRETE SEWER MANHOLE (0-6) (FLAT TOP)							1								1
25	60" PRECAST CONCRETE SEWER MANHOLE (0-6)															
26	60" PRECAST CONCRETE SEWER MANHOLE (6-8)	1														1
27	60" PRECAST CONCRETE SEWER MANHOLE (8-10)											1				1
28	60" PRECAST CONCRETE SEWER MANHOLE (10-12)		1													1
29	60" PRECAST CONCRETE SEWER MANHOLE (6-8) (DOGHOUSE)															
30	72" PRECAST CONCRETE SPLITTER SEWER MANHOLE (10-12) (DOGHOUSE)															
31	DEMOLITION AND REMOVAL OF EXISTING MANHOLES (ALL TYPES)		5	8	4	3	1	3	1	1	4	5	1	5		41
32	ABANDONMENT OF EXISTING MANHOLE															
33	DROP MANHOLE ASSEMBLY (ALL DEPTHS)															
	SEWER SERVICE ITEMS															
34	4" SANITARY SEWER SERVICE CLEANOUT	3	4	23	31	22	15	13	14	4	20	14	16	17		196
35	4" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	2	1	110	52						126			85		376
36	6" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	60	185	422	543	343	300	192	192	52	338	356	165	167		3315
37	8"x8"x6" PVC SERVICE TEE		7	23	30	21	15	11	13	3	19	16	13	12		183
38	10"x10"x6" PVC SERVICE TEE	5	2								1		3	8		19
39	8"x8"x6" DUCTILE IRON SERVICE TEE							2		1						3
	WATER PIPE ITEMS															
40	2" & UNDER 150 PSI PVC WATER PIPE FOR CONNECTIONS (OPEN CUT)															
41	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)			431				743	2879	1482	1143	60	667	118		7523
42	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)			1328	80		1616	835		31	431	537	318	104		5280
43	8" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTINGS)										1040			160		1200
44	10" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTINGS)												200			200
45	TRACER WIRE SYSTEM FOR WATER			1779			1636	1800	3223.5	1644	2726	668	1540	726		15742.5

Monthly Totals

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	TOTAL
	DESCRIPTION	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
	WATER CONNECTION ITEMS															
46	CUT AND CAP EXISTING WATER LINE IN PLACE															
47	CONNECTION: PROPOSED 6" TO EXISTING 2" (STRAIGHT-REDUCER AND COUPLING)															
48	CONNECTION: PROPOSED 6" TO EXISTING 6" (STRAIGHT-COUPLING)															
49	CONNECTION: PROPOSED 6" TO EXISTING 6" (TEE & OTHER FITTINGS)							2								2
50	CONNECTION: PROPOSED 6" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)								1		2	2	2			7
51	CONNECTION: PROPOSED 6" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)													1		1
52	CONNECTION: PROPOSED 6" TO PROPOSED 6" (TEE & OTHER FITTINGS)								1							1
53	CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER FITTINGS)						7									7
54	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)															
55	CONNECTION: PROPOSED 8" TO EXISTING 8" (HOT TAP w/ VALVE ASSEMBLY)						1									1
56	CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)						2							1		3
57	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & OTHER FITTINGS)			3				1		1	1					6
58	CONNECTION: PROPOSED 8" TO PROPOSED 8" (TEE & OTHER FITTINGS)			1			1				1					3
	WATER VALVE ITEMS															
59	6" GATE VALVE			3			7	3	3	3	3			2		24
60	8" GATE VALVE			8			7	2		2	2			1		22
	WATER FIRE PROTECTION ITEMS															
61	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL TEE, VALVE, HYDRANT, BRASS TAG, PIPE, & OTHER FITTINGS)			2			2	3	4	2	3	1		3		20
62	REMOVAL OF EXISTING FIRE HYDRANT															
	WATER SERVICE ITEMS															
63	SERVICE TAP (3/4") (INCL, TAPPING SADDLE, CORP STOP, ETC.)						1	16	22	9	6	6	13	11		84
64	SERVICE TAP (1") (INCL, TAPPING SADDLE, CORP STOP, ETC.)								6	2	3					11
65	SERVICE TUBING (OPEN CUT) (3/4")							192	252.5	85	55	61	41	45		731.5
66	SERVICE TUBING (OPEN CUT) (1")								52	26	27					105

Monthly Totals

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	TOTAL
	DESCRIPTION	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
67	SERVICE TUBING (BORED) (3/4")						10						314	269		593
68	SERVICE TUBING (BORED) (1")															
69	WATER SERVICE METER (3/4")															
70	WATER SERVICE METER (1")															
	MISCELLANEOUS CONSTRUCTION ITEMS															
71	CRUSHED AGGREGATE (SIZE 825)	68.35	583.34	631.67	373.08	399.2	784.08	673.23	431.96	647	699.38	555.21	425.27	468.8		6740.57
72	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	688	2108	2977	1514	1886	1840	780	928	414	2913	1204	1164	2554		20970
73	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)					8						314.8	94.5	270.3		687.6
74	HARDY STREET ROADWAY REPAIR (SPECIAL CONSTRUCTION)								20.1							20.1
75	9.5 MM HOT MIX ASPHALT															
76	19 MM HOT MIX ASPHALT															
77	CONCRETE SIDEWALK REPAIR (ALL DEPTHS)					16						49.6	10.6	10.6		86.8
78	CONCRETE CURB & GUTTER (MATCH EXISTING TYPE)					5						152	37.5	4.5		199
79	CONCRETE DITCH REPAIR															
80	CLASS "B" CONCRETE, MINOR STRUCTURES								1.71	0.88	1.58					4.17
81	REINFORCING STEEL								111	42						153
82	INLET GRATINGS									127						127
83	INLET CASTINGS															
84	12" CORRUGATED HDPE PIPE (DUAL WALL)								20	125	56	136		16		353
85	15" CORRUGATED HDPE PIPE (DUAL WALL)												20			20
86	12" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)															
87	15" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)					24	32			32	48					136
88	18" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)								19	120						139
89	18"x11" REINFORCED CONCRETE ARCH PIPE (CLASS 3) (PLASTIC GASKETS)										88					88
90	REMOVAL OF EXISTING PIPE CROSS DRAINS (ALL SIZES AND DEPTHS)					24	32		19	128	224	136	20			583

Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
91	REMOVAL OF EXISTING CORRUGATED HDPE PIPE (ALL SIZES AND DEPTHS) AND RESET								20	149				16		185
92	REMOVE, SALVAGE, AND RESET EXISTING WOOD FENCE								20							20
93	REMOVE, SALVAGE, AND RESET EXISTING NET WIRE FENCE															
94	REMOVE, SALVAGE, AND RESET EXISTING CHAIN LINK FENCE															
95	6" YELLOW THERMOPLASTIC DETAIL TRAFFIC STRIPE															
96	LEGEND WHITE THERMOPLASTIC TRAFFIC MARKING (6" EQUIVALENT)															
97	SOLID SOD (INCL SOD, TOP SOIL, FERTILIZER, WATERING, ETC.)															
98	LANDSCAPE RESTORATION (INCL TOP SOIL, PLANTS, MULCH, WATERING, ETC.)															
99	CLEARING AND GRUBBING			0.32	0.1	0.1	0.1	0.1	0.1	0.1						0.92
100	TEMPORARY EROSION CONTROL			0.2	0.1	0.1	0.1	0.1	0.1	0.1	0.1					0.9
101	MAINTENANCE OF TRAFFIC	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1						0.9
102	MOBILIZATION	0.5			0.5											1
CO1	8" DR 17 POLY BORE											663				663
CO1	12" SDR 26 PVC SEWER PIPE 8-10											14				14
CO1	48" PRECAST DOGHOUSE MANHOLE 8-10															
CO1	RCP CLASS III 24"															

Stored Material Summary

Contractor's Application

For (contract):		COMPREHENSIVE SEWER/WATER PHASE 8					Application Number: 13				
Application Period:		8/1/2019 TO 8/31/2019					Application Date: 11-Sep-19				
A	B	C			D		E		F		G
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$ (D + E - F))		
			Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)			
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	\$ 4.48 \$ 4.48 \$ 4.48 \$ 4.48 \$ 4.48 \$ 7.04 \$ 7.04 \$ 7.04 \$ 7.04 \$ 7.04 \$ 7.04 \$ 7.04 \$ 28.12 \$ 28.12 \$ 38.12 \$ 38.12 \$ 876.99 \$ 1,018.02 \$ 1,191.00 \$ 1,346.00	CAMP STREET AREA SEWER PIPE ITEMS									
		8" SDR-26 PVC SEWER PIPE (0-6')	-	\$ -	2,109	\$ 9,448.32	1,900	\$ 8,512.81	\$ 935.51		
		8" SDR-26 PVC SEWER PIPE (6'-8')	-	\$ -	5,576	\$ 24,980.48	5,286	\$ 23,683.48	\$ 1,297.00		
		8" SDR-26 PVC SEWER PIPE (8'-10')	-	\$ -	2,961	\$ 13,265.28	3,114	\$ 13,948.70	\$ -		
		8" SDR-26 PVC SEWER PIPE (10'-12')	-	\$ -	863	\$ 3,866.24	789	\$ 3,533.73	\$ 332.51		
		8" SDR-26 PVC SEWER PIPE (12'-14')	-	\$ -	249	\$ 1,115.52	106	\$ 474.88	\$ 640.64		
		10" SDR-26 PVC SEWER PIPE (0-6')	-	\$ -	25	\$ 176.00	48	\$ 337.92	\$ -		
		10" SDR-26 PVC SEWER PIPE (6'-8')	-	\$ -	351	\$ 2,471.04	451	\$ 3,175.04	\$ -		
		10" SDR-26 PVC SEWER PIPE (8'-10')	-	\$ -	325	\$ 2,288.00	334	\$ 2,353.40	\$ -		
		10" SDR-26 PVC SEWER PIPE (10'-12')	-	\$ -	239	\$ 1,682.56	325	\$ 2,285.96	\$ -		
		10" SDR-26 PVC SEWER PIPE (12'-14')	-	\$ -	130	\$ 915.20	101	\$ 711.04	\$ -		
		10" SDR-26 PVC SEWER PIPE (14'-16')	-	\$ -	8	\$ 56.32	76	\$ 535.04	\$ -		
		8" DUCTILE IRON SEWER PIPE (0-6')	-	\$ -	384	\$ 10,798.08	412	\$ 11,585.44	\$ -		
		8" DUCTILE IRON SEWER PIPE (6'-8')	-	\$ -	20	\$ 562.40	38	\$ 1,068.56	\$ -		
		10" DUCTILE IRON SEWER PIPE (0-6')	-	\$ -	25	\$ 953.00		\$ -	\$ -		
		10" DUCTILE IRON SEWER PIPE (6'-8')	-	\$ -	30	\$ 1,143.60		\$ -	\$ -		
		REMOVAL OF EXISTING SEWER LINE	-	\$ -		\$ -	11,290	\$ -	\$ -		
		ABANDONMENT OF EXISTING SEWER LINE (ALL SIZES)	-	\$ -		\$ -		\$ -	\$ -		
		TRACER WIRE SYSTEM FOR SEWER	-	\$ -	19,153	\$ 21,834.42	17,007	\$ 19,387.82	\$ 2,446.60		
		SEWER MANHOLE ITEMS									
48" PRECAST CONCRETE SEWER MANHOLE (0-6)	-	\$ -	6	\$ 5,261.94	16	\$ 14,031.84	\$ -				
48" PRECAST CONCRETE SEWER MANHOLE (6-8)	-	\$ -	32	\$ 32,576.64	27	\$ 27,486.54	\$ 5,090.10				
48" PRECAST CONCRETE SEWER MANHOLE (8-10)	-	\$ -	8	\$ 9,528.00	9	\$ 10,719.00	\$ -				
48" PRECAST CONCRETE SEWER MANHOLE (10-12)	-	\$ -	1	\$ 1,346.00	1	\$ 1,346.00	\$ -				
		TOTALS		\$ -		\$ 144,269.04		\$ 145,177.20	\$10,742.36		
		10/2/2018									

EJCDC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Stored Material Summary

Contractor's Application

For (contract):	COMPREHENSIVE SEWER/WATER PHASE 8					Application Number:	13		
Application Period:	8/1/2019 TO 8/31/2019					Application Date:	11-Sep-19		
A	B	C	D		E		F		G
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$)(D + E - F)
			Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
		Subtotal From Previous Page				144269.04		145177.2004	10742.3636
23	\$ 1,412.67	48" PRECAST CONCRETE SEWER MANHOLE (12-14)	-	\$ -	3	\$ 4,238.01	2.00	\$ 2,825.34	\$ -
24	\$ 929.33	48" PRECAST CONCRETE SEWER MANHOLE (0-6) (FLAT TOP)	-	\$ -	3	\$ 2,787.99	1.00	\$ 929.33	\$ -
25	\$ 1,552.52	60" PRECAST CONCRETE SEWER MANHOLE (0-6)	-	\$ -	1	\$ 1,552.52		\$ -	\$ -
26	\$ 1,550.00	60" PRECAST CONCRETE SEWER MANHOLE (6-8)	-	\$ -	1	\$ 1,550.00	1.00	\$ 1,550.00	\$ -
27	\$ 1,850.00	60" PRECAST CONCRETE SEWER MANHOLE (8-10)	-	\$ -	1	\$ 1,850.00	1.00	\$ 1,850.00	\$ -
28	\$ 2,156.00	60" PRECAST CONCRETE SEWER MANHOLE (10-12)	-	\$ -	1	\$ 2,156.00	1.00	\$ 2,156.00	\$ -
29	\$ 575.00	60" PRECAST CONCRETE SEWER MANHOLE (6-8) (DOGHOUSE)	-	\$ -	2	\$ 1,150.00		\$ -	\$ -
30	\$ 2,665.00	72" PRECAST CONCRETE SPLITTER SEWER MANHOLE (10-12) (DOGHOUSE)	-	\$ -	1	\$ 2,665.00		\$ -	\$ -
31		DEMOLITION AND REMOVAL OF EXISTING MANHOLES (ALL TYPES)	-	\$ -		\$ -	41.00	\$ -	\$ -
32		ABANDONMENT OF EXISTING MANHOLE	-	\$ -		\$ -		\$ -	\$ -
33	\$ 649.28	DROP MANHOLE ASSEMBLY (ALL DEPTHS)	-	\$ -	1	\$ 649.28		\$ -	\$ -
SEWER SERVICE ITEMS									
34	\$ 170.25	4" SANITARY SEWER SERVICE CLEANOUT	-	\$ -	220	\$ 37,455.00	196.00	\$ 33,369.00	\$ 4,086.00
35		4" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	-	\$ -		\$ -	376.00	\$ -	\$ -
36	\$ 2.34	6" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	-	\$ -	3,792	\$ 8,873.28	3,315.00	\$ 7,757.10	\$ 1,116.18
37	\$ 58.40	8"x8"x6" PVC SERVICE TEE	-	\$ -	203	\$ 11,855.20	183.00	\$ 10,687.20	\$ 1,168.00
38	\$ 220.22	10"x10"x6" PVC SERVICE TEE	-	\$ -	20	\$ 4,404.40	19.00	\$ 4,184.18	\$ -
39	\$ 480.00	8"x8"x6" DUCTILE IRON SERVICE TEE	-	\$ -	5	\$ 2,400.00	3.00	\$ 1,440.00	\$ -
WATER PIPE ITEMS									
40	\$ 1.06	2" & UNDER 150 PSI PVC WATER PIPE FOR CONNECTIONS (OPEN CUT)	-	\$ -	40	\$ 42.40		\$ -	\$ 42.40
41	\$ 16.58	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	-	\$ -	5,344	\$ 88,603.52	7,523.00	\$ 124,731.34	\$ -
42	\$ 17.23	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	-	\$ -	4,680	\$ 80,636.40	5,280.00	\$ 90,974.40	\$ -
43	\$ 18.51	8" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTINGS)	-	\$ -	500	\$ 9,255.00	1,200.00	\$ 22,212.00	\$ -
44	\$ 25.77	10" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTINGS)	-	\$ -	360	\$ 9,277.20	200.00	\$ 5,154.00	\$ -
45	\$ 1.00	TRACER WIRE SYSTEM FOR WATER	-	\$ -	22,864	\$ 22,864.00	15,742.50	\$ 15,742.50	\$ 7,121.50
		TOTALS		\$ -		\$ 438,534.24		\$ 470,739.59	\$ 24,276.44

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Stored Material Summary

Contractor's Application

For (contract):		COMPREHENSIVE SEWER/WATER PHASE 8				Application Number: 13			
Application Period:		8/1/2019 TO 8/31/2019				Application Date: 11-Sep-19			
A	B	C	D		E		F		G
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$)(D + E - F)
			Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
		Subtotal From Previous Page				438534.24		470739,5904	24276.4436
		WATER CONNECTION ITEMS							
46	\$ 116.50	CUT AND CAP EXISTING WATER LINE IN PLACE	-	\$ -	6	\$ 699.00		\$ -	\$ 699.00
47	\$ 222.00	CONNECTION: PROPOSED 6" TO EXISTING 2" (STRAIGHT-REDUCER AND COUPLING)	-	\$ -	1	\$ 222.00		\$ -	\$ 222.00
48	\$ 239.00	CONNECTION: PROPOSED 6" TO EXISTING 6" (STRAIGHT-COUPLING)	-	\$ -	2	\$ 478.00		\$ -	\$ 478.00
49	\$ 654.00	CONNECTION: PROPOSED 6" TO EXISTING 6" (TEE & OTHER FITTINGS)	-	\$ -	3	\$ 1,962.00	2.00	\$ 1,308.00	\$ 654.00
50	\$ 1,344.00	CONNECTION: PROPOSED 6" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)	-	\$ -	8	\$ 10,752.00	7.00	\$ 9,408.00	\$ 1,344.00
51	\$ 2,959.00	CONNECTION: PROPOSED 6" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)	-	\$ -	2	\$ 5,918.00	1.00	\$ 2,959.00	\$ 2,959.00
52	\$ 654.00	CONNECTION: PROPOSED 6" TO PROPOSED 6" (TEE & OTHER FITTINGS)	-	\$ -	1	\$ 654.00	1.00	\$ 654.00	\$ -
53	\$ 916.00	CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER FITTINGS)	-	\$ -	11	\$ 10,076.00	7.00	\$ 6,412.00	\$ 3,664.00
54	\$ 2,006.00	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)	-	\$ -	1	\$ 2,006.00		\$ -	\$ 2,006.00
55	\$ 2,532.00	CONNECTION: PROPOSED 8" TO EXISTING 8" (HOT TAP w/ VALVE ASSEMBLY)	-	\$ -	1	\$ 2,532.00	1.00	\$ 2,532.00	\$ -
56	\$ 3,782.90	CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)	-	\$ -	3	\$ 11,348.70	3.00	\$ 11,348.70	\$ -
57	\$ 355.00	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & OTHER FITTINGS)	-	\$ -	5	\$ 1,775.00	6.00	\$ 2,130.00	\$ -
58	\$ 550.00	CONNECTION: PROPOSED 8" TO PROPOSED 8" (TEE & OTHER FITTINGS)	-	\$ -	3	\$ 1,650.00	3.00	\$ 1,650.00	\$ -
		WATER VALVE ITEMS							
59	\$ 569.00	6" GATE VALVE	-	\$ -	27	\$ 15,363.00	24.00	\$ 13,656.00	\$ 1,707.00
60	\$ 810.00	8" GATE VALVE	-	\$ -	22	\$ 17,820.00	22.00	\$ 17,820.00	\$ -
		WATER FIRE PROTECTION ITEMS							
61	\$ 1,237.08	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL TEE, VALVE, HYDRANT, BRASS TAG, PIPE, & OTH	-	\$ -	16	\$ 19,793.28	20.00	\$ 24,741.60	\$ -
62		REMOVAL OF EXISTING FIRE HYDRANT	-	\$ -		\$ -		\$ -	\$ -
		WATER SERVICE ITEMS							
63	\$ 70.50	SERVICE TAP (3/4") (INCL, TAPPING SADDLE, CORP STOP, ETC.)	-	\$ -	110	\$ 7,755.00	84.00	\$ 5,922.00	\$ 1,833.00
64	\$ 73.98	SERVICE TAP (1") (INCL, TAPPING SADDLE, CORP STOP, ETC.)	-	\$ -	29	\$ 2,145.42	11.00	\$ 813.78	\$ 1,331.64
65		SERVICE TUBING (OPEN CUT) (3/4")	-	\$ -		\$ -	731.50	\$ -	\$ -
66		SERVICE TUBING (OPEN CUT) (1")	-	\$ -		\$ -	105.00	\$ -	\$ -
		TOTALS		\$ -		\$ 551,483.64		\$ 572,094.67	\$ 41,174.08

EJCDC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Stored Material Summary

Contractor's Application

For (contract):		COMPREHENSIVE SEWER/WATER PHASE 8				Application Number:		13	
Application Period:		8/1/2019 TO 8/31/2019				Application Date:		11-Sep-19	
A	B	C	D		E		F		G
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$)(D + E - F)
			Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
		Subtotal From Previous Page				551483.64		572094.6704	41174.0836
67		SERVICE TUBING (BORED) (3/4")	-	\$ -		\$ -	593.00	\$ -	\$ -
68		SERVICE TUBING (BORED) (1")	-	\$ -		\$ -		\$ -	\$ -
69		WATER SERVICE METER (3/4")	-	\$ -		\$ -		\$ -	\$ -
70		WATER SERVICE METER (1")	-	\$ -		\$ -		\$ -	\$ -
		MISCELLANEOUS CONSTRUCTION ITEMS							
71		CRUSHED AGGREGATE (SIZE 825)	-	\$ -		\$ -	6,740.57	\$ -	\$ -
72		SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	-	\$ -		\$ -	20,970.00	\$ -	\$ -
73		CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	-	\$ -		\$ -	687.60	\$ -	\$ -
74		HARDY STREET ROADWAY REPAIR (SPECIAL CONSTRUCTION)	-	\$ -		\$ -	20.10	\$ -	\$ -
75		9.5 MM HOT MIX ASPHALT	-	\$ -		\$ -		\$ -	\$ -
76		19 MM HOT MIX ASPHALT	-	\$ -		\$ -		\$ -	\$ -
77		CONCRETE SIDEWALK REPAIR (ALL DEPTHS)	-	\$ -		\$ -	86.80	\$ -	\$ -
78		CONCRETE CURB & GUTTER (MATCH EXISTING TYPE)	-	\$ -		\$ -	199.00	\$ -	\$ -
79		CONCRETE DITCH REPAIR	-	\$ -		\$ -		\$ -	\$ -
80		CLASS "B" CONCRETE, MINOR STRUCTURES	-	\$ -		\$ -	4.17	\$ -	\$ -
81		REINFORCING STEEL	-	\$ -		\$ -	153.00	\$ -	\$ -
82		INLET GRATINGS	-	\$ -		\$ -	127.00	\$ -	\$ -
83		INLET CASTINGS	-	\$ -		\$ -		\$ -	\$ -
84		12" CORRUGATED HDPE PIPE (DUAL WALL)	-	\$ -		\$ -	353.00	\$ -	\$ -
85		15" CORRUGATED HDPE PIPE (DUAL WALL)	-	\$ -		\$ -	20.00	\$ -	\$ -
86		12" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	-	\$ -		\$ -		\$ -	\$ -
87		15" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	-	\$ -		\$ -	136.00	\$ -	\$ -
88		18" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	-	\$ -		\$ -	139.00	\$ -	\$ -
89		18"x11" REINFORCED CONCRETE ARCH PIPE (CLASS 3) (PLASTIC GASKETS)	-	\$ -		\$ -	88.00	\$ -	\$ -
90		REMOVAL OF EXISTING PIPE CROSS DRAINS (ALL SIZES AND DEPTHS)	-	\$ -		\$ -	583.00	\$ -	\$ -
		TOTALS		\$ -		\$ 551,483.64		\$ 572,094.67	\$ 41,174.08

EJCDC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Stored Material Summary

Contractor's Application

[illegible]

EJCDC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.



Engineering Progress

September 16, 2019

DNA. Underground

City of Hattiesburg
Post Office Box 1898
Hattiesburg MS 39403-1898

Attn: Lamar Rutland, P.E.

RE: Comprehensive Sewer Improvements Ph XII -
City of Hattiesburg

Dear Mr. Rutland:

Enclosed please find Pay Estimate No. 3 in the amount of \$44,622.45 for the above referenced project.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

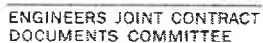
/sm

cc: DNA Underground, LLC, SDW files

093695.7220.74
MB 2019-58

RECEIVED
9/16/19

42



1

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE	Application Period: 8/1/19 - 8/31/19	Application Date: 9/2/2019
To (Owner): City of Hattiesburg	From (Contractor): DNA Underground LLC	Via (Engineer):
Project: Comprehensive Sewer Improvements - Phase XII	Contract:	
Owner's Contract No.: 1273-5012	Contractor's Project No.:	Engineer's Project :

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

- | | | |
|--|----|----------------|
| 1. ORIGINAL CONTRACT PRICE..... | \$ | \$1,913,694.00 |
| 2. Net change by Change Orders..... | \$ | |
| 3. Current Contract Price (Line 1 ± 2)..... | \$ | \$1,913,694.00 |
| 4. TOTAL COMPLETED AND STORED TO DATE
(Column F total on Progress Estimates)..... | \$ | \$238,413.00 |
| 5. RETAINAGE: | | |
| a. 5% X <u>\$238,413.00</u> Work Completed..... | \$ | \$11,920.65 |
| b. 5% X <u> </u> Stored Material..... | \$ | |
| c. Total Retainage (Line 5.a + Line 5.b)..... | \$ | \$11,920.65 |
| 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... | \$ | \$226,492.35 |
| 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... | \$ | \$181,869.90 |
| 8. AMOUNT DUE THIS APPLICATION..... | \$ | \$44,622.45 |
| 9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G total on Progress Estimates + Line 5.c above)..... | \$ | \$1,687,201.65 |

I hereby certify that the labor and materials listed on this request for payment has been used in the construction of this work or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location; and payment received from the last request for payment has been used to make payments to all first-tier subcontractors and suppliers except as listed below:

By: Michelle Suttles Date: 9/12/19
Subscribed and sworn to me this 12th day of September
Notary Public: Tim Ladner
My Commission Expires: May 1, 2020

STATE OF MISSISSIPPI
TIM LADNER
NOTARY PUBLIC
ID No. 89461

Payment of: \$ 44,622.45
(Line 8 or other - attach explanation of the other amount)

is recommended by  9-16-19
(Engineer) (Date)

Payment of: \$ 7
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

EJCDC® C-620 Contractor's Application for Payment

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Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Comprehensive Sewer Improvements - Phase XII										Application Number: 3				
Application Period: 8/1/19 to 8/31/19										Application Date: 2-Sep-19				
A					B		C	E	C	D	E	F		
Item		Contract Information				Quantity Previous App	Value Previous	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored	Total Completed and Stored to Date (E+F+G)	% (H / B)	Balance to Finish (B - H)	
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)									
	Sewer Pipe Items													
1	4" PVC Sewer Force Main (All Depths)(Open Cut)	40	LF	\$ 30.00	\$ 1,200.00		\$ -						\$ 1,200.00	
2	6" PVC Sewer Force Main (All Depths)(Open Cut)	40	LF	\$ 32.00	\$ 1,280.00		\$ -						\$ 1,280.00	
3	8" SDR 26 PVC Sewer Pipe (0'-6")(Open Cut) and Carrier Pipe)	1152	LF	\$ 36.00	\$ 41,472.00	82	\$ 2,952.00	45	\$1,620.00 ✓		\$4,572.00	11.0%	\$ 36,900.00	
4	8" SDR 26 PVC Sewer Pipe (6'-8")(Open Cut)	806	LF	\$ 38.00	\$ 30,628.00	581	\$ 22,078.00	489.5	\$18,601.00 ✓		\$40,679.00	132.8%	\$ (10,051.00)	
5	8" SDR 26 PVC Sewer Pipe (8'-10")(Open Cut)	202	LF	\$ 40.00	\$ 8,080.00	130	\$ 5,200.00				\$5,200.00	64.4%	\$ 2,880.00	
6	8" SDR 26 PVC Sewer Pipe (10'-12")(Open Cut)	40	LF	\$ 50.00	\$ 2,000.00		\$ -						\$ 2,000.00	
7	8" SDR 26 PVC Sewer Pipe (12'-14")(Open Cut)	40	LF	\$ 70.00	\$ 2,800.00		\$ -						\$ 2,800.00	
8	8" SDR 26 PVC Sewer Pipe (14'-16")(Open Cut)	20	LF	\$ 80.00	\$ 1,600.00		\$ -						\$ 1,600.00	
9	8" SDR 26 PVC Sewer Pipe (16'-18")(Open Cut)	20	LF	\$ 100.00	\$ 2,000.00		\$ -						\$ 2,000.00	
10	8" SDR 26 PVC Sewer Pipe (18'-20")(Open Cut)	20	LF	\$ 120.00	\$ 2,400.00		\$ -						\$ 2,400.00	
11	8" SDR 26 PVC Sewer Pipe (20'-22")(Open Cut)	20	LF	\$ 150.00	\$ 3,000.00		\$ -						\$ 3,000.00	
12	8" SDR 26 PVC Sewer Pipe (All Depths)(Bored)(No Casting)	120	LF	\$ 80.00	\$ 9,600.00		\$ -						\$ 9,600.00	
13	10" SDR 26 PVC Sewer Pipe (10'-12")(Open Cut)	20	LF	\$ 80.00	\$ 1,600.00		\$ -						\$ 1,600.00	
14	12" SDR 26 PVC Sewer Pipe (10'-12")(Open Cut)	20	LF	\$ 85.00	\$ 1,700.00		\$ -						\$ 1,700.00	
15	12" SDR 26 PVC Sewer Pipe (12'-14")(Open Cut)	40	LF	\$ 90.00	\$ 3,600.00		\$ -						\$ 3,600.00	
16	15" SDR 26 PVC Sewer Pipe (12'-14")(Open Cut)	20	LF	\$ 120.00	\$ 2,400.00		\$ -						\$ 2,400.00	
17	18" PS115 PVC Sewer Pipe (0'-6")(Open Cut and Carrier Pipe)	200	LF	\$ 48.00	\$ 9,600.00		\$ -						\$ 9,600.00	
18	18" PS115 PVC Sewer Pipe (8'-10")(Open Cut)	311	LF	\$ 58.00	\$ 18,038.00		\$ -						\$ 18,038.00	
19	18" PS115 PVC Sewer Pipe (10'-12")(Open Cut)	996	LF	\$ 62.00	\$ 61,752.00		\$ -						\$ 61,752.00	
20	18" PS115 PVC Sewer Pipe (12'-14")(Open Cut)	848	LF	\$ 72.00	\$ 61,056.00		\$ -						\$ 61,056.00	
21	18" PS115 PVC Sewer Pipe (14'-18")(Open Cut)	428	LF	\$ 82.00	\$ 35,096.00		\$ -						\$ 35,096.00	
22	18" PS115 PVC Sewer Pipe (16'-18")(Open Cut)	737	LF	\$ 98.00	\$ 72,226.00		\$ -						\$ 72,226.00	
23	18" PS115 PVC Sewer Pipe (18'-20")(Open Cut)	636	LF	\$ 130.00	\$ 82,680.00		\$ -						\$ 82,680.00	
24	18" PS115 PVC Sewer Pipe (20'-22")(Open Cut)	20	LF	\$ 152.00	\$ 3,040.00		\$ -						\$ 3,040.00	
25	8" Ductile Iron Sewer Pipe (0'-6")(Open Cut)	240	LF	\$ 50.00	\$ 12,000.00	240	\$ 12,000.00	6 ✓	\$300.00		\$12,300.00	102.5%	\$ (300.00)	
26	8" Ductile Iron Sewer Pipe (0'-6")(Open Cut-Encased in concrete)	160	LF	\$ 80.00	\$ 12,800.00	160	\$ 12,800.00	✓			\$12,800.00	100.0%	\$ -	
27	12" Steel Casing (0.25" WT)(All Depths)(Bored)	160	LF	\$ 205.00	\$ 32,800.00	82	\$ 16,810.00	45 ✓	\$9,225.00		\$26,035.00	79.4%	\$ 6,765.00	

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Comprehensive Sewer Improvements - Phase XII										Application Number: 3			
Application Period: 8/1/19 to 8/31/19										Application Date: 2-Sep-19			
A					B		C	E	C	D	E	F	
Item		Contract Information				Quantity Previous App	Value Previous	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored	Total Completed and Stored to Date (E+F+G)	% (H / B)	Balance to Finish (B - H)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)								
28	24" Steel Casing (0.25" WT)(All Depths)(Bored)	260	LF	\$ 285.00	\$ 74,100.00		\$ -						\$ 74,100.00
29	Removal of Existing Sewer Line	4560	LF	\$ 4.00	\$ 18,240.00		\$ -						\$ 18,240.00
30	Abandonment of Existing Sewer Line (All Sizes)	150	LS	\$ 10.00	\$ 1,500.00		\$ -						\$ 1,500.00
31	Tracer Wire System for Sewer	1	LS	\$ 5,800.00	\$ 5,800.00	0.05	\$ 290.00	0.075	\$435.00		\$725.00	12.5%	\$ 5,075.00
	Sewer Manhole Items												
32	48" Precast Concrete Sewer Manhole (0'-6')	1	EA	\$ 4,000.00	\$ 4,000.00		\$ -						\$ 4,000.00
33	48" Precast Concrete Sewer Manhole (0'-6')(Flat Top)	1	EA	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00				\$4,000.00	100.0%	\$ -
34	48" Precast Concrete Sewer Manhole (6'-8')	5	EA	\$ 4,500.00	\$ 22,500.00	2	\$ 9,000.00	3 ✓	\$13,500.00		\$22,500.00	100.0%	\$ -
35	48" Precast Concrete Sewer Manhole (6'-8')(Doghouse)	1	EA	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00				\$5,000.00	100.0%	\$ -
36	60" Precast Concrete Sewer Manhole (10'-12')	6	EA	\$ 7,000.00	\$ 42,000.00		\$ -						\$ 42,000.00
37	60" Precast Concrete Sewer Manhole (12'-14')	2	EA	\$ 8,500.00	\$ 17,000.00		\$ -						\$ 17,000.00
38	60" Precast Concrete Sewer Manhole (14'-16')	3	EA	\$ 9,000.00	\$ 27,000.00		\$ -						\$ 27,000.00
39	60" Precast Concrete Sewer Manhole (16'-18')	2	EA	\$ 10,000.00	\$ 20,000.00		\$ -						\$ 20,000.00
40	60" Precast Concrete Sewer Manhole (18'-20')	1	EA	\$ 11,800.00	\$ 11,800.00		\$ -						\$ 11,800.00
41	60" Precast Concrete Sewer Manhole (20'-22')	1	EA	\$ 12,500.00	\$ 12,500.00		\$ -						\$ 12,500.00
42	72" Precast Concrete Sewer Manhole (10'-12')	1	EA	\$ 10,000.00	\$ 10,000.00		\$ -						\$ 10,000.00
43	72" Precast Concrete Sewer Manhole (16'-18')	1	EA	\$ 14,000.00	\$ 14,000.00		\$ -						\$ 14,000.00
44	Demolition and Removal of Existing Manhole (All Depths & Types)	18	EA	\$ 450.00	\$ 8,100.00		\$ -						\$ 8,100.00
45	Abandonment of Existing Manholes	1	EA	\$ 800.00	\$ 800.00		\$ -						\$ 800.00
46	Drop Manhole Assembly (All Depths)	10	EA	\$ 2,500.00	\$ 25,000.00		\$ -						\$ 25,000.00
	Sewer Service Items												
47	4" Sanitary Sewer Service Cleanout (As Detailed)	80	EA	\$ 200.00	\$ 16,000.00	3	\$ 600.00	2 ✓	\$400.00		\$1,000.00	6.3%	\$ 15,000.00
48	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl. fittings)(All Depths)	800	LF	\$ 12.00	\$ 9,600.00		\$ -						\$ 9,600.00
49	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl. Fittings)(All Depths)	1320	LF	\$ 12.00	\$ 15,840.00	71	\$ 852.00	44 ✓	\$528.00		\$1,380.00	8.7%	\$ 14,460.00
50	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl. Fittings)(Bored)	990	LF	\$ 32.00	\$ 31,680.00		\$ -						\$ 31,680.00
51	8"x8"x6" PVC Service Tee	21	EA	\$ 150.00	\$ 3,150.00	2	\$ 300.00	5 ✓	\$750.00		\$1,050.00	33.3%	\$ 2,100.00

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Comprehensive Sewer Improvements - Phase XII										Application Number: 3			
Application Period: 8/1/19 to 8/31/19										Application Date: 2-Sep-19			
A					B		C	E	C	D	E	F	
Item		Contract Information				Quantity Previous App	Value Previous	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored	Total Completed and Stored to Date (E+F+G)	% (H / B)	Balance to Finish (B - H)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)								
52	6" Service Insert-a-tee (for 18" PS115 Sewer Lines)	61	EA	\$ 300.00	\$ 18,300.00		\$ -						\$ 18,300.00
	Miscellaneous Construction Items												
53	Water Service Repair (Incl. Service Tubing, Fittings, Corp Stop, Curb Stop, Tapping Saddle, Etc.) (No Meter)(Match Existing Size)(As Directed on Oak Forrest Dr Only)	34	EA	\$ 350.00	\$ 11,900.00		\$ -						\$ 11,900.00
54	Crushed Aggregate (Size 610) for Trench Repair in Paved Areas	640	Ton	\$ 50.00	\$ 32,000.00		\$ -						\$ 32,000.00
55	Select Fill Material (Class 9, Group C), LVM, for Trench Repair in Paved Areas	58200	CY	\$ 7.00	\$ 407,400.00	80	\$ 560.00	16	\$112.00		\$672.00	0.2%	\$ 406,728.00
56	Concrete Pavement Repair (All Depths)	380	SY	\$ 50.00	\$ 19,000.00		\$ -						\$ 19,000.00
57	9.5 mm Hot Mix Asphalt	460	Ton	\$ 180.00	\$ 82,800.00		\$ -						\$ 82,800.00
58	19mm Hot Mix Asphalt	430	Ton	\$ 180.00	\$ 77,400.00		\$ -						\$ 77,400.00
59	Concrete Sidewalk Repair (All Depths)	56	SY	\$ 50.00	\$ 2,800.00		\$ -						\$ 2,800.00
60	Concrete Curb & Gutter (Match Existing Type)	20	LF	\$ 25.00	\$ 500.00		\$ -						\$ 500.00
61	Class "B" Concrete, Minor Structures	2	CY	\$ 1,000.00	\$ 2,000.00		\$ -						\$ 2,000.00
62	Reinforcing Steel	76	LBS	\$ 2.00	\$ 152.00		\$ -						\$ 152.00
63	Inlet Castings	444	LBS	\$ 3.00	\$ 1,332.00		\$ -						\$ 1,332.00
64	12" Corrugated HDPE Pipe (Dual Wall)(Incl. Bedding)	352	LF	\$ 38.00	\$ 13,376.00		\$ -						\$ 13,376.00
65	15" Corrugated HDPE Pipe (Dual Wall)(Incl. Bedding)	8	LF	\$ 50.00	\$ 400.00		\$ -						\$ 400.00
66	18" Corrugated HDPE Pipe (Dual Wall)(Incl. Bedding)	8	LF	\$ 60.00	\$ 480.00		\$ -						\$ 480.00
67	15" Reinforced Concrete Pipe (Class III)(Rubber Gaskets)	16	LF	\$ 48.00	\$ 768.00		\$ -						\$ 768.00
68	18" Reinforced Concrete Pipe (Class III)(Rubber Gaskets)	8	LF	\$ 58.00	\$ 464.00		\$ -						\$ 464.00
69	24" Reinforced Concrete Pipe (Class III)(Rubber Gaskets)	32	LF	\$ 68.00	\$ 2,176.00		\$ -						\$ 2,176.00
70	15" Reinforced Concrete Pipe Flared End Section	1	EA	\$ 1,200.00	\$ 1,200.00		\$ -						\$ 1,200.00
71	Removal of Existing Pipe Drains (All Sizes and Depths)	230	LF	\$ 4.00	\$ 920.00		\$ -						\$ 920.00
72	Removal of Existing Corrugated HDPE Pipe (All Sizes and Depths) and Reset	432	LF	\$ 4.00	\$ 1,728.00		\$ -						\$ 1,728.00
73	Remove, Salvage and Reset Existing Wood Fence	40	LF	\$ 25.00	\$ 1,000.00		\$ -						\$ 1,000.00
74	Remove, Salvage and Reset Existing Chain Link Fence	40	LF	\$ 35.00	\$ 1,400.00		\$ -						\$ 1,400.00
75	6" Yellow Thermoplastic Detail Traffic Stripe	150	LF	\$ 20.00	\$ 3,000.00		\$ -						\$ 3,000.00
76	Legend White Thermoplastic Traffic Marking (6" Equivalent)	148	LF	\$ 20.00	\$ 2,960.00		\$ -						\$ 2,960.00

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Comprehensive Sewer Improvements - Phase XII										Application Number: 3			
Application Period: 8/1/19 to 8/31/19										Application Date: 2-Sep-19			
A					B		C	E	C	D	E	F	
Item		Contract Information				Quantity Previous App	Value Previous	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored	Total Completed and Stored to Date (E+F+G)	% (H / B)	Balance to Finish (B - H)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)								
77	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, etc.)	5530	SY	\$ 6.00	\$ 33,180.00		\$ -						\$ 33,180.00
78	Landscape Restoration (Incl. Top Soil, Plants, Mulch, Watering, etc.)	1500	SF	\$ 6.00	\$ 9,000.00		\$ -						\$ 9,000.00
79	Clearing and Grubbing	1	LS	\$ 5,000.00	\$ 5,000.00	0.5	\$ 2,500.00				\$2,500.00	50.0%	\$ 2,500.00
80	Temporary Erosion Control	1	LS	\$ 20,000.00	\$ 20,000.00	0.05	\$ 1,000.00	0.075	\$1,500.00		\$2,500.00	12.5%	\$ 17,500.00
81	Maintenance of Traffic	1	LS	\$ 60,000.00	\$ 60,000.00	0.05	\$ 3,000.00				\$3,000.00	5.0%	\$ 57,000.00
82	Mobilization	1	LS	\$ 185,000.00	\$ 185,000.00	0.5	\$ 92,500.00				\$92,500.00	50.0%	\$ 92,500.00
	Totals				\$ 1,913,694.00		\$ 191,442.00		\$46,971.00		\$238,413.00	12.5%	\$ 1,675,281.00

Hattiesburg, Mississippi does hereby certify to Regions Bank, as trustee in respect to the referenced Bonds (the Trustee”):

- (1) The amounts herein requisitioned to be paid to the above-designated payees are for the items or services hereinabove described.
- (2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Series 2016 Project Fund Construction Account.
- (3) Each of the items was reasonable and necessary in connection with the “Construction Project” being financed pursuant to the Loan Agreement dated as of August 18, 2016 (the “Loan Agreement”).
- (4) The payment herein authorized and approved is a proper charge against the Series 2016 Project Fund Construction Account as provided for in Section 3 of the Loan Agreement.
- (5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Title: Mayor or City Clerk
(Authorized City Representative)

As Approved by:

Regions Commercial Equipment Finance, LLC
As Purchaser

Authorized Officer



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, October 8, 2019

Re: Adopt a Resolution authorizing application for a loan through the Drinking Water Systems Improvements Revolving Loan Fund Program and naming the Mayor as the authorized representative of the City.
File Number: 2019-152
Minute Book #

Summary

Adopt a resolution authorizing application for a loan through the Drinking Water Systems Improvements Revolving Loan Fund Program and naming the Mayor as the authorized representative of the City.

Recommendation Statement

The City Engineer recommends approval.

Please place this on the October 8, 2019 City Council meeting for consideration.

**RESOLUTION
NAMING AUTHORIZED REPRESENTATIVE AND
AUTHORIZING THE LOAN APPLICATION**

RESOLUTION AUTHORIZING THE MAYOR/PRESIDENT TO EXECUTE THOSE DOCUMENTS AND AGREEMENTS REQUIRED IN CONNECTION WITH THE APPLICATION FOR THE DRINKING WATER SYSTEMS IMPROVEMENTS REVOLVING LOAN FUND PROGRAM THROUGH THE LOCAL GOVERNMENTS AND RURAL WATER SYSTEMS IMPROVEMENTS BOARD AND NAMING Toby Barker, Mayor AS THE AUTHORIZED REPRESENTATIVE FOR City of Hattiesburg.

WHEREAS, the City of Hattiesburg is making application for a Drinking Water Systems Improvements Revolving Loan Fund (DWSIRLF) loan from the Local Governments and Rural Water Systems Improvements Board; and

WHEREAS, in order to apply for such a loan, the City of Hattiesburg must submit a DWSIRLF Loan application package in compliance with DWSIRLF Program Regulations; and

WHEREAS, such regulations require that the City of Hattiesburg provide as part of such package a certified copy of a resolution which authorizes submission of the application and which designates an authorized representative to execute the application and to be the authorized representative for the project;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI:

SECTION 1: That the submission of a DWSIRLF Loan application package is hereby authorized, with the proceeds from such loan to be used to finance and implement DWSIRLF Loan Program project DWI- L180008.

SECTION 2: That Shows, Dearman and Waits, Inc., is authorized to execute and file an application for a DWSIRLF loan on behalf of the City of Hattiesburg with full authority to execute all documents pertaining to the project.

SECTION 3: That Toby Barker, Mayor is hereby designated to be the authorized representative of the project.

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the _____ day of _____, 2019.

(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 _____, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, October 8, 2019

Re: Approve Professional Services Contract with Shows, Dearman and Waits, Inc. for Engineering services related to the design, construction and oversight of the Longleaf Heights Avenues Phase I project and authorize the Mayor to execute in duplicate.
File Number: 2019-189
Minute Book #

Summary

Approve Professional Services contract with Shows, Dearman and Waits, Inc. for Engineering services related to the design, construction and oversight of the Longleaf Heights Avenues Phase I project; Authorize Mayor to execute in duplicate.

Recommendation Statement

This project is for improvements to the water, sewer and street system in the area. The City Engineer recommends approval.

Please place this on the October 8, 2019 City Council meeting for consideration.

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

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



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

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of September 17, 2019 ("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:

The construction of improvements to the city owned water, sewer and street system in the area hereafter known as Longleaf Heights Avenues, Phase I. ("Project").

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

Engineer's services under this Agreement are generally identified as follows: See **Exhibit A**
Project limits are shown on Map 1 in **Appendix A**

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

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

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said forty-fifth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- 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. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- 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 EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to

Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; and (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. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- C. Owner and Engineer shall each deliver to the other 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.
- D. 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.

6.06 Suspension and Termination

- A. *Suspension:*
 - 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
 - 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.
- B. *Termination:* The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:

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

6.07 Controlling Law

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

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party 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 the procedures of Exhibit H or other provisions of this Agreement or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven-day 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 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- C. *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.

- D. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

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

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part

thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*:

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

- F. Exhibit F, DELETED
- G. Exhibit G, Insurance.
- H. Exhibit H, DELETED
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, DELETED
- K. Exhibit K, DELETED

8.02 *Total Agreement*

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

8.03 *Designated Representatives*

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

8.04 *Engineer's Certifications*

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

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

Owner: **The City of Hattiesburg**

Engineer: **Shows, Dearman and Waits, Inc.**

By:

By:



Print name: **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-004

State of: Mississippi

Address for Owner's receipt of notices:

P.O. Box 1898

Hattiesburg, MS 39403-1898

Address for Engineer's receipt of notices:

301 Second Avenue

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

Lamar Rutland, P.E.

Title: Director of Engineering

Phone Number: 601-545-4540

E-Mail Address: lrutland@hattiesburgms.com

Designated Representative (Paragraph 8.03.A):

Shea E. McNease, P.E.

Title: President

Phone Number: 601-544-1821

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

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

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," as set forth in Paragraph A1.01.A.12 above. 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.

Exhibit A – Engineer's Services

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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 120 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.

Exhibit A – Engineer's Services

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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 120 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 15 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 1 final copies of such documents to Owner within 60 days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other

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

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

A1.04 *Bidding or Negotiating Phase*

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

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

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

A1.05 Construction Phase

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

5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work,

Exhibit A – Engineer's Services

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supervise, direct, or have control over the Work, nor shall Engineer 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 any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

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

hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

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

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

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

notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

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

A1.06 *Post-Construction Phase*

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

3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
N/A
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

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

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

- b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
- 8. Furnishing services of Consultants for other than Basic Services.
- 9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
- 10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor and administering Owner's contract for such services.
- 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
- 12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
- 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
- 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
- 15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

Exhibit A – Engineer's Services

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

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

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

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
 6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
 7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
 8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

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

Owner's Responsibilities

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

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

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

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

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

Exhibit B – Owner's Responsibilities

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

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This is **EXHIBIT C**, consisting of 6 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____.

Payments to Engineer for Services and Reimbursable Expenses

Basic Services – Lump Sum

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) – Lump Sum Method of Payment

- U. 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. A Lump Sum amount of **\$199,543.00** based on the following estimated distribution of compensation:
 - a. Preliminary Design Phase **\$ 59,863.00**
 - b. Final Design Phase **\$119,726.00**
 - c. Bidding and Negotiating Phase **\$ 3,991.00**
 - d. Construction Phase **\$ 9,977.00**
 - e. Post-Construction Phase **\$ 5,986.00**
 2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
 3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
 4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): None.
 5. The portion of the Lump Sum amount billed for Engineer’s services 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.

- V. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 12 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

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*

W. *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 **\$155,200.00** based a **300** day construction schedule.

X. *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 at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of **1.1**.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of **January 1, 2019**) to reflect equitable changes in the compensation payable to Engineer.

Y. *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 **1.1**.

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

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.

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 at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. 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.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1, 2019) 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 1.1.

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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

Standard Hourly Rates Schedule - 2017

A. *Standard Hourly Rates:*

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

B. *Schedule:*

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

Senior Engineer	\$175/hour
Project Engineer	\$150/hour
Junior Engineer	\$125/hour
Engineering Intern	\$105/hour
Graduate Engineer	\$105/hour
Senior AutoCad Technician	\$105/hour
AutoCad Technician	\$90/hour
Senior Resident Project Representative	\$95/hour
Resident Project Representative	\$85/hour
Field Crew	\$175/hour
Administrative	\$45/hour

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

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

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

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

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

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

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

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

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

11. *Records:*

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

numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

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

12. *Reports:*

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

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

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

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

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

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

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. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

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

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. Limitation of Engineer's Liability

1. *Engineer's Liability Limited to Amount of Engineer's Compensation:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Anthony Parker

cc:

Date: Tuesday, October 8, 2019

Re: Approve the MS Department of Public Safety, Office of Highway Safety FY2020 154 Alcohol Grant Agreement in the amount of \$45,006.40 and authorize the Mayor to execute in duplicate.

File Number: 2019-197
Minute Book #

Summary

MS Office of Highway Safety FY2020 154 Alcohol Grant Agreement

Recommendation Statement

I recommend approval and authorization for Mayor to execute in duplicate the MS Department of Public Safety, Office of Highway Safety FY2020 154 Alcohol Grant Agreement in the amount of \$45,006.40.

Please place this on the October 8, 2019 City Council meeting for consideration.



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

PHIL BRYANT
GOVERNOR

MARSHALL L. FISHER
COMMISSIONER

July 26, 2019

Toby Barker, Mayor
City of Hattiesburg/ Hattiesburg Police Department
300 Klondyke Street
Hattiesburg, MS 39401

Project Number: 154AL-2020-ST-21-51- Conditional
Funding Source and Title: 154 Alcohol FY20

Dear Mayor Barker:

Enclosed please find the Mississippi Office of Highway Safety (MOHS) and City of Hattiesburg/ Hattiesburg Police Department Grant Agreement for the Fiscal Year 2020. Your agency has been approved for 154 Alcohol funding, in the amount of \$45,006.40, pending final review and approval by NHTSA in the FY20 Highway Safety Plan.

The enclosed agreement is not fully executed until both the agency Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.) and the MOHS Office Director, have signed and dated the agreement. Grant activities are not to be implemented and performed, until the agency receives a fully executed copy of the agreement. A copy of the executed agreement, will be provided to the agency after the required Grant Implementation meeting.

All FY20 grant activities begin October 1, 2019 and must be concluded by September 30, 2020. In addition, the FY20 Sub-Grantee Closeout Report must be received by the Mississippi Office of Highway Safety, no later than 5:00 p.m. on November 15, 2020.

Please thoroughly read the Fiscal Control and Fund Accounting Procedures, Grant Agreement, Certifications and Assurances, as changes have been made for FY20. **Your completed original copy grant agreement and all required documents must be returned to the MOHS by 5:00 p.m. on August 30, 2019.** Please make sure that you complete items 1-9 in their entirety and all documents are an original signature signed in BLUE ink by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.).

1. MOHS Fiscal Control and Fund Accounting Procedures
2. Signature Page
3. State Certification and Assurance: Pursuit Policies; (Enforcement grants only)
4. Enclose a copy of your agency's Pursuit Policy (Enforcement grants only)
5. Assurance of Understanding Requirement for Sub-grantees
6. Local Governmental Resolution Agreement and Authorization to Proceed (If Applicable)
7. Designation of Secondary Signatory Official Form (If Applicable)

8. Enclose a copy of your agency's leave policy (policy should include personal, vacation, sick, holiday, and military leave)
9. Enclose a copy of your agency's overtime policy and a payroll schedule (schedule should include beginning and ending dates of pay periods and paycheck dates for October 1, 2019–September 30, 2020)

Failure to return your completed grant agreement and required documents by the above date may result in the reallocation of grant funds. Please mail the original completed grant agreement and all required documents to the following address:

Mississippi Office of Highway Safety
Attn: Kimberly Harris, Office Manager
1025 Northpark Drive
Ridgeland, MS 39157

Please feel free to contact your Traffic Safety Specialist, Katrina McDowell, 601-977-3703, kmcdowell@dps.ms.gov or Division Director, Rena Gaylor, 601-977-3728, rgaylor@dps.ms.gov if you should have any questions concerning the completion of the grant agreement.

Sincerely,



Helen Porter, Office Director
Mississippi Office of Highway Safety
Mississippi Department of Public Safety Planning

Mississippi Office of Highway Safety Fiscal Control and Fund Accounting Procedures

Federal regulations prohibit the commingling of Federal grant funds with funds from other sources, and require grant recipients to maintain separate accounting over grant funds to ensure the funds are used for authorized purposes only. Federal grant funds cannot be commingled with general operating funds.

The Mississippi Office of Highway Safety has established the following criteria that must be met by all agencies receiving MOHS funds:

All recipients of MOHS funds are required to follow the federal regulations prohibiting the commingling of federal funds and maintain appropriate financial records that fully disclose the amount and disposition of MOHS funds received. Adequate record keeping includes financial documentation for disbursements.

All recipients of MOHS funds will follow the requirement above, establish and maintain both fiscal and program controls and funds accounting procedures acceptable to the Mississippi Office of Highway Safety, to assure the proper expenditure and disbursement of all funds and for program management and execution. Books and records will be kept and maintained until audited by the MOHS, federal granting agency, Office of the Inspector General, or any other agency requesting records, who shall have the right to access to any pertinent books, documents, papers or other records of the sub-grantee, which are pertinent to the award, in order to make audits, examinations, excerpts and transcripts. The right to access are limited to the required retention period, but last as long as the records are retained (Reference 2CFR 200.336). Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the Mississippi Office of Highway Safety. These records include, but are not limited to:

- Financial report covering expenditures of the grant
- General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records
- Approved budget and subsequent modifications
- Indirect cost allocation plans
- All invoices, billings, and reporting worksheets
- All personnel records of individuals paid with grant funds, including time sheets,
- wage authorization, tax withholdings forms, employment applications and other relevant data
- Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property
- Bank statements and reconciliations;
- Internal and external audit reports and project evaluation

We have read and understand all Fiscal Control and Fund Accounting Procedures as shown above and agree to comply with these conditions in the operation of the grant.

10/08/2019

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Toby Barker

Mayor

Print Authorizing Official's Name

Authorizing Official's Title

FY20 MOHS GRANT AGREEMENT

MS Office of Highway Safety

1025 Northpark Drive

Ridgeland, MS 39157

Phone: (601) 977-3700; Fax: (601) 977-3701

1. Subgrantee's Name: City of Hattiesburg/ Hattiesburg Police Department Mailing Address: 300 Klondyke Street Hattiesburg, MS 39401 Telephone Number: 601-544-7900 FAX: 601-595-4952 E-Mail: grntwt@hattiesburgms.com		2. Effective Date of Grant: October 1, 2019 3. Subgrant Number: 154AL-2020-ST-21-51 – Conditional 4. Grant Identifier (Funding Source & Year): 154 Alcohol FY20 5. Beginning and Ending Dates: October 1, 2019 through September 30, 2020 6. Subgrant Payment Method: ☒ Cost Reimbursement Method	
7. CFDA # - 20.607		8. DUNS # - 079448130	
9. Congressional District: 4			
10. A: FAIN #: 18X9205464MS17/ 69A37518300001540MSA		11. A: Initial Federal Award Date: April 20, 2017 & May 2, 2018	
10. B: Federal Awarding Agency: NHTSA		11. B: Secondary Federal Award Date:	
		12. Research and Development Grant: ___ Yes ☒ No Continuation Grant: ☒ Yes ___ No	
13. The following funds are obligated:			
A. COST CATEGORY		B. SOURCE OF FUNDS	
(1) Personal Services-Salary	\$45,006.40	(1) Federal	\$45,006.40
(2) Personal Services-Fringe	\$0.00	(2) State	
(3) Contractual Services	\$0.00	(3) Local	
(4) Travel	\$0.00	(4) Other	
(5) Equipment	\$0.00	Total:	\$45,006.40
(6) Commodities	\$0.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:	
(7) Indirect Costs	\$0.00	Number of Grants: 1	154 AL
TOTAL	\$45,006.40	TOTAL:	\$45,006.40
The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances, Designation of Secondary Official (If Applicable) All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Grantee, are also incorporated into this agreement, and Sub-Grantee agrees to fully comply therewith.			
14. Approved for Grantee:		15. Approved for Sub-Grantee:	
		10/08/2019	
Signature _____ Date _____		Signature _____ Date _____	
Name: Helen Porter Title: MOHS Office Director, MS Office of Highway Safety		Name: Toby Barker Title: Mayor, City of Hattiesburg	

Mississippi Office of Highway Safety Fiscal Control and Fund Accounting Procedures

Federal regulations prohibit the commingling of Federal grant funds with funds from other sources, and require grant recipients to maintain separate accounting over grant funds to ensure the funds are used for authorized purposes only. Federal grant funds cannot be commingled with general operating funds.

The Mississippi Office of Highway Safety has established the following criteria that must be met by all agencies receiving MOHS funds:

All recipients of MOHS funds are required to follow the federal regulations prohibiting the commingling of federal funds and maintain appropriate financial records that fully disclose the amount and disposition of MOHS funds received. Adequate record keeping includes financial documentation for disbursements.

All recipients of MOHS funds will follow the requirement above, establish and maintain both fiscal and program controls and funds accounting procedures acceptable to the Mississippi Office of Highway Safety, to assure the proper expenditure and disbursement of all funds and for program management and execution. Books and records will be kept and maintained until audited by the MOHS, federal granting agency, Office of the Inspector General, or any other agency requesting records, who shall have the right to access to any pertinent books, documents, papers or other records of the sub-grantee, which are pertinent to the award, in order to make audits, examinations, excerpts and transcripts. The right to access are limited to the required retention period, but last as long as the records are retained (Reference 2CFR 200.336). Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the Mississippi Office of Highway Safety. These records include, but are not limited to:

- Financial report covering expenditures of the grant
- General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records
- Approved budget and subsequent modifications
- Indirect cost allocation plans
- All invoices, billings, and reporting worksheets
- All personnel records of individuals paid with grant funds, including time sheets,
- wage authorization, tax withholdings forms, employment applications and other relevant data
- Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property
- Bank statements and reconciliations;
- Internal and external audit reports and project evaluation

We have read and understand all Fiscal Control and Fund Accounting Procedures as shown above and agree to comply with these conditions in the operation of the grant.

10/08/2019

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Toby Barker

Mayor

Print Authorizing Official's Name

Authorizing Official's Title

FY20 Sub-Grantee Project Description (Law Enforcement):

MOHS Law Enforcement grant programs are provided with Federal grant funds to local police departments, sheriff's and state agencies for enforcement in jurisdictions all across Mississippi. All jurisdictions will provide enforcement, for hours that are specified in each agency Agreement, in support of the DUI program. These enforcement grants will be coordinated with the national campaigns, along with any state blitz campaigns that the MOHS develops for FY20.

All law enforcement agencies participating in the MOHS Law Enforcement grant program will utilize data to target the need and deploy resources based on problem identification and traffic trends in the agency locale and make adjustments to the program as needed.

Law Enforcement agencies use the funding for salaries (part time and individual officer) that has been reviewed and approved by the MOHS. All information on budget can be found in the agency budget. The agency will generate at least (1) earned media campaigns during the blitz campaigns.

FY20 Sub-Grantee-Target(s), Performance Measures and Strategies

Agency Name: City of Hattiesburg/ Hattiesburg Police Department

List the target(s) that the Sub-Grantee will accomplish during the FY20 grant year. Performance measures should be set to help the Sub-Grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

Target(s):

The jurisdiction/agency of City of Hattiesburg/ Hattiesburg Police Department will reduce the number of alcohol related fatalities from 3 2017 to 2 by the end of 2020.

The jurisdiction/agency of City of Hattiesburg/ Hattiesburg Police Department will reduce the number of alcohol related injuries from 8 2017 to 7 by the end of 2020.

Performance Measures:

Maintain the number of grant funded DUI citations from 99 in FY18 to 99 in FY20.

Strategies:

Select or Hire individual officer

Overtime Enforcement

7 Checkpoints

7 Saturation Patrols

Generate Earned Media

Publicize patrol activities results (after occurrence)

Conduct 2 of education outreach activities/presentations

Attend Troop LEL Network Meeting

Participate in the National blitz campaigns with enhanced DUI enforcement:

Drive Sober or Get Pulled Over – Christmas/ New Year's

Drive Sober or Get Pulled Over – Labor Day

Participate in the State blitz campaigns with enhanced DUI enforcement:

Super Bowl

Memorial Day

4th of July

FY20 MOHS TASKS BY QUARTERS

AGENCY NAME: City of Hattiesburg/ Hattiesburg Police Department

PROJECTION TASKS BY QUARTERS:

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)

Attend LEL Troop Network meeting. (Christmas/New Year's)

Conduct not less than 2 checkpoints during quarter.

Conduct not less than 2 saturation patrols during quarter.

Issue a minimum of 25 DUI Arrest citations during quarter, to reach a goal of 99 for FY2020.

Agency will conduct not less than 1 school, community, and/or public information and education presentation during the quarter.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the Drive Sober or Get Pulled Over national Christmas/New Year's blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 1st Quarter: \$11,251.60

FY20 MOHS TASK BY QUARTERS

AGENCY NAME: City of Hattiesburg/ Hattiesburg Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

2nd QUARTER (JANUARY, FEBRUARY & MARCH)

Conduct not less than 2 checkpoints during quarter.

Conduct not less than 2 saturation patrols during quarter.

Issue a minimum of 24 DUI Arrest citations during quarter, to reach a goal of 99 for FY2020.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the Drive Sober or Get Pulled Over national New Year's and the State Super Bowl blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 2nd Quarter: \$11,251.60

FY20 MOHS TASK BY QUARTERS

AGENCY NAME: City of Hattiesburg/ Hattiesburg Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

3RD QUARTER (APRIL, MAY & JUNE)

Conduct not less than 1 checkpoints during quarter.

Conduct not less than 1 saturation patrols during quarter.

Issue a minimum of 25 DUI Arrest citations during quarter, to reach a goal of 99 for FY2020.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State Memorial Day blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 3rd Quarter: \$11,251.60

FY20 MOHS TASK BY QUARTERS

AGENCY NAME: City of Hattiesburg/ Hattiesburg Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

4TH QUARTER (JULY, AUGUST & SEPTEMBER)

Attend LEL Troop Network meeting. (Labor Day)

Conduct not less than 2 checkpoints during quarter.

Conduct not less than 2 saturation patrols during quarter.

Issue a minimum of 25 DUI Arrest citations during quarter, to reach a goal of 99 for FY2020.

Agency will conduct not less than 1 school, community, and/or public information and education presentation during the quarter.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the Drive Sober or Get Pulled Over State 4th of July and national Labor Day blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 4th Quarter: \$11,251.60

FY20 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: City of Hattiesburg/ Hattiesburg Police Department				
2. Subgrant Number: 154AL-2020-ST-21-51		3. Grant ID: 154 Alcohol FY20		4. Beginning: October 1, 2019
				5. Ending: September 30, 2020
6. Activity: Alcohol Enforcement				
7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget		
		Federal	All Other	Total
Personal Services-Salary	Individual Officer @ approx. \$16.83 x @ approx. 2080 hours = \$35,006.40	\$45,006.40		\$45,006.40
	Officers over-time or regular time above and beyond normal work hours @ approx. \$25.00 X approx. 400 hours = \$10,000.00			
	Total Salaries = \$45,006.40			
TOTALS		\$45,006.40		\$45,006.40

Mississippi Office of Highway Safety

FY20 Agreement of Understanding and Compliance

This Agreement made and entered into by and between the State of Mississippi by and through the MS Office of Highway Safety, hereinafter referred to as State, and the Governmental Unit or agency named in this application, hereinafter referred to as Sub-Grantee.

WHEREAS, the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the State for approved highway safety projects for the purpose of reducing injuries and fatalities as result of motor vehicle crashes, and

WHEREAS, the State may make said funds available to state, county, and municipal agencies and/or government or political subdivisions and/or non-profit entities upon application and approval by State and the National Highway Traffic Safety Administration (NHTSA) if applicable, and

WHEREAS, the Sub-Grantee must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS, the State is obligated to reimburse NHTSA out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the Sub-Grantee has submitted an application for Federal funds for highway safety projects:

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

- A. It is mutually agreed that upon written application by Sub-Grantee and approval by State and NHTSA (if applicable), State will obligate Federal funds to Sub-Grantee account for reimbursement of eligible expenditures as set forth in the application.
- B. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by 2CFR Subpart F, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Sub-Grantee reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.
- C. It is also understood, pursuant to 2 CFR 200.336, the awarding agency and the Comptroller General of the United States, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), shall have the right of access to any pertinent books, documents, papers, or other records of grantees and Sub-Grantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.
- D. It is further agreed that where reimbursement is made to Sub-Grantee in installments, State shall have the right to withhold any installments to make up reimbursement(s) received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by Sub-Grantee.

- E. Unless otherwise directed, Sub-Grantees must submit monthly reimbursement, activity reports and back up documentation, by the **10th working day** of the following month to receive reimbursement for project activities. Reports reflect the status of project implementation and progress toward reaching goals. Each activity report shall describe the project status and shall be submitted to the State, no later than the 10th working day following the end of the month.
- F. Final Closeout Report and Reimbursement Claim with all required documentation must be received to MS Office of Highway Safety within forty-five (45) days of completion of the project (**Close of Business (COB) November 15th**). Appropriate forms will be provided to the Project Director. All required due dates for MOHS documents are provided in the Project Director's Guide.

Any Sub-Grantee delinquent in submitting monthly reimbursement, monthly activity, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period in question, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.

II. ON-SITE MONITORING AND EVALUATION

Pursuant to Federal guidelines, the State has developed a plan for evaluating all projects. Each Sub-Grantee will be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems and reimbursements of the project. The State evaluates all sub recipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purposes of determining the appropriate level of sub recipient monitoring.

III. PROPERTY AGREEMENT

- Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the MS Office of Highway Safety; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.
- It is mutually agreed and promised that the Sub-Grantee shall immediately notify the MS Office of Highway Safety, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-Grantee further agrees to transfer or otherwise dispose of such equipment, as directed by the MS Office of Highway Safety.
- It is mutually agreed and promised by the Sub-Grantee that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MS Office of Highway Safety.
- It is mutually agreed and promised that the Sub-Grantee shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
- Each Sub-Grantee of federal grant funds has a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).
- All equipment awarded in this project agreement must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MS Office of Highway Safety must be notified as to the reason for the delay and projected purchase date of the equipment.
- Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.

- A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years for the useful life of the property.
- A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated.
- Adequate maintenance procedures must be developed to keep the property in good and working condition.
- If the Sub-Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
- Costs for equipment items are allowable only as part of a comprehensive program effort. All approved equipment must be included on the Federal Conformation Product List (CPL), where applicable. Approved equipment purchased with federal funds, must be in compliance of the Buy America Act (23 U.S.C. 313).
- Approved equipment with a purchase price of \$5,000.00, must be approved in writing from the National Highway Traffic Safety Administration, before the purchase of approved equipment purchased with federal funds.

IV. STAFFING

Positions covered by this project that are funded 100% or 2080 enforcement hours must be new positions. If staff of the Sub-Grantee agency is transferred to work on this project, the agency must replace the vacant position with a new hire. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency. All positions require detailed activity documentation, as directed by MS Office of Highway Safety.

The Individual Officer(s) on this project is defined as an officer working enforcement at approximately 2080 hours at an approximate rate of pay per hour.

V. GENERAL PROJECT REQUIREMENTS

- A. Any change to out-of-state travel approved in the Grant Application, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than two (2) weeks before the intended date of travel on Agency letterhead.
 - Out of State Travel - All federal funded out of state travel requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - All federal funded in state travel requires itemized receipts for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - Meals can only be claimed with an overnight hotel stay.
- B. The Mississippi Office of Highway Safety can only reimburse sub-grantees for grant funded activity. If a sub-grantee is on non-grant related activities for more than 15 minutes; after such time, they should revert to their own agency funding.
- C. No budget modification requests will be accepted by the MS Office of Highway Safety after **July 31st**. Any proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety. Changes to the Agreement will not be effective, until both parties have executed the modification.
- D. Sub-Grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted forty-five (45) days prior to acceptance, due to the fact that contracts must have review and approval by DPS and NHTSA.

- E. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the Sub-Grantee and used for project related expenses or to offset eligible expenses, with the approval of the MS Office of Highway Safety.
- F. Sub-Grantee **must complete** the Authorized Official or Local Government Resolution included within this Agreement, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the costs of the project described in the award. **Grant Agreements are not effective until both parties (MOHS and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.**
- G. Sub-Grantee **must maintain** in the Agency grant file, the most current copy of the following policies with the Application for funding. If Agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
- Seat belt policy (Must Retain a Copy);
 - Warning citation policy (If Applicable);
 - Pursuit policy (Must Retain a Copy);
 - Checkpoint policy (If Applicable);
 - Saturation patrol policy (If Applicable); and
 - DUI enforcement policy (If Applicable)
 - Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)
- H. Sub-Grantee **must submit** to the MS Office of Highway Safety a copy of the following policy(s):
- Agency Payroll Schedule- Payroll period begin and payroll end dates & check date);
 - Agency Leave policy (personal, vacation, sick, holiday, and military); and
 - Agency Overtime Policy
 - Pursuit Policy
 - In-Direct Cost Agreement (If Applicable)
- I. All training received under federal funded programs must be program related and the Sub-Grantee **must** maintain a copy of the certificate of completion and **must** be available for inspection in the Sub-Grantee grant file. A copy of the certificate of completion **must** be submitted to the MOHS for reimbursement of training expenses.
- J. A Property Inventory form **must** be completed for all equipment. All equipment cost exceeding \$1,000.00 and/or all computer equipment, will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the MOHS inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the Agency's grant file.
- K. Implementation of Agreement: All Sub-Grantees **are required** to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.
- L. Termination of Agreement:
- In the event of Sub-Grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this Agreement by giving the Sub-Grantee a thirty (30) day notice. Before issuing notice of termination of this Agreement, the MS Office of Highway Safety, shall allow the Sub-

Grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.

- The Sub-Grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.
- Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any Agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this Agreement must include all required and/or applicable clauses and provisions of this agreement.
- Sub-Grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the Agreement by the MS Office of Highway Safety, may result in the withholding of reimbursement payments.

VI. UNALLOWABLE COST

Limitations and Conditions: The provisions stated in the following section are not intended to deny flexibility in supporting potential accident and injury reduction activities; however, the conditions do serve as a guide in describing costs that are not allowable for highway safety funding. See NHTSA Highway Safety Grant Funding Guidance.

The following are unallowable:

A. Unallowable Costs for Facilities and Construction:

- Highway construction, maintenance, or design other than design of safety features of highways incorporated into Roadway Safety guidelines
- Construction or reconstruction of permanent facilities, such as paving, driving ranges, towers and non-portable skid pads
- Highway safety appurtenances including longitudinal barriers (such as guardrails), sign supports (except as allowed under Allowable Costs with Conditions for selected Items, Part II.A.2.), luminaire supports, and utility poles (FHWA safety construction Federal-aid funds are available)
- Construction, rehabilitation, or remodeling for any buildings or structures or for purchase of office furnishings and fixtures;

Examples of office furnishings and fixtures

- | | | |
|-------------|------------------|--------------------------|
| • Chair | • Bookcase | • Portable Partition |
| • Table | • Filing Cabinet | • Picture, Wall Clock |
| • Shelving | • Floor Covering | • Draperies and Hardware |
| • Coat Rack | • Office Planter | • Fixed Lighting/Lamp |
- Land (except for SAFETEA-LU Section 2010 and MAP-21 Section 405(f) motorcycle safety grant funds used to purchase a facility which includes the purchase of land upon which the facilities sit.)

B. Unallowable Equipment Costs:

- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)
- Traffic signal preemption systems (FHWA Federal-aid highway program funds are available for traffic signal preemption systems)

- Automated traffic enforcement systems may not be purchased, operated, or maintained with Section 402 funds (including MAP-21 Section 405(b) High Seat Belt Use Rate funds, 405(d) Ignition Interlock funds, 405(e) Distracted Driving funds, and 405(g) GDL funds, in which a State has been approved to use for any eligible project or activity under 23 USC 402). (23 CFR Part 1300.13(c)).
- Radars or other speed measuring devices using MAP-21 Section 405-Impaired Driving Countermeasures and SAFETEA-LU Section 410 Alcohol Impaired Driving Countermeasures grant funds.

C. Unallowable Training Costs:

- Training of employees of Federal civilian and Federal military agencies. Note: Training for Department of the Interior personnel who are assigned Section 402 responsibilities is covered under the 5 percent administrative allowance.
- An individual's salary while pursuing training (except when the individual's salary is already supported with highway safety funds under an approved project).
- Overtime for police officers attending drug recognition expert training.

D. Program Administration:

- General costs of government. For States, local governments and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.474 Travel. Reference 2 CFR § 200.444 and 2 CFR § 200.474).
- NHTSA highway safety grant funds used to defray expenses incurred or sought to be incurred for activities of Federal civilian or military agencies or employees. For Department of the Interior, personnel expenditures for the Section 402 program are covered under the five percent administrative allowance.
- Alcoholic beverages for any consumption purposes or techniques for determining driver impairment are not allowable (See Part III, D.3.). Reference 2 CFR § 200.423.
- Drug impaired activities, equipment and drug impaired training is not allowable using Sections 154/164 funds.

E. Lobbying:

- Federal - the cost of influencing the U.S. Congress and Federal agency officials for activities associated with obtaining grants, contracts, cooperative agreements or loans.
- State and Local-No Federal funds may be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., grassroots) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds to engage in direct contact with State or local legislative officials, in accordance with customary State practice, even if it urges legislative officials to favor or oppose the adoption of a specific pending legislative proposal. (23 CFR Part 1300)

F. Additional Items Unallowable:

- Cell phones and guns are not allowable for purchase with these funds under any circumstances.
- Costs for equipment purchases exceeding \$5,000.00, must have prior approval from NHTSA. The MS Office of Highway Safety will obtain the approval letter and provide a copy to the Sub-Grantee.
- Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):

- (1) Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines);
- (2) Alcohol testing; and
- (3) Mobile video systems.
- The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Documentation must be provided in order to receive reimbursement for a Individual Officer's salary for training. MOHS will reimburse an officer's salary, as long as the proper documentation is submitted such as a Certificate of Completion or Certificate of Attendance.
- Development costs of new training curriculum and materials are allowable, if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.
- Costs are not allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% under an approved project.
- All training must be included within the grant Agreement. Only DUI (Alcohol) training is allowed under alcohol funding. Occupant protection training is allowed under occupant protection funding.
- Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.
- The MOHS will not reimburse for the assistance of providing training to law enforcement officers through specialized training activities, unless approved in the MOHS Agreement. Any training or training assistance that is claimed and not listed in the approved MOHS Agreement will not be reimbursed.
- Cost to purchase program advertising space in the mass communication media is not allowable for Sub-Grantees.

CERTIFICATIONS AND ASSURANCES

FEDERAL CERTIFICATIONS AND ASSURANCES

NONDISCRIMINATION

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with all Federal statutes and implementing regulations relating to Nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 *et seq.*), AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);

- THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW-INCOME POPULATIONS (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- EXECUTIVE ORDER 13166, IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Sub-Grantee—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its sub recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its sub recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:
 - “During the performance of this contract/funding agreement, the contractor/funding recipient agrees—
 - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such

contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients 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.

RESTRICTION ON STATE LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Instructions for Primary Certification (Sub-Grantees)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to check the System for Award Management Exclusions website (<https://www.sam.gov>)
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Tier Covered Transactions

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department of agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government,

the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub recipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the Sub-Grantee must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES

Alcohol/Impaired Driving/Occupant Protection/Police Traffic Services/ Law Enforcement Liaison (LEL) Coordination and High Visibility Enforcement (HVE) Participation Compliance
(Applies only to Law Enforcement Sub-Grantees)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of LEL Coordination and HVE Enforcement Participation must comply with the following:

1. Sub-Grantee with a LEL Network Coordinator Grant **must hold** a LEL Troop Network meeting to promote State/County/Local networking for the national blitz campaigns, blitz reporting, and PI&E efforts. **(LEL Coordination Sub-Grantees Only)**
2. Sub-Grantee with a LEL Network Coordinator Grant **must allow** the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns. **(LEL Coordination Sub-Grantees Only)**

3. Sub-Grantee **must engage** in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols.
4. Sub-Grantee **must** engage in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
5. For each of the national blitz campaigns, Sub-Grantee **must maintain** relevant statistics and **submit** a mobilization form reporting the total number of checkpoints, saturation patrols, arrests and other citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement may result in delay of reimbursement payments.
6. Sub-Grantee **is required** to generate earned media (example: press conference, TV, radio, social media or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national campaign events and must submit documentation with each activity report.
7. Law Enforcement Sub-Grantees **will use** the following criteria to help identify locations in each city/county for intensified enforcement including checkpoints and saturation patrols.
 - ☐ Unusual incidents of alcohol/ drug related crashes/fatalities;
 - ☐ Alcohol/ drug impaired driving violations;
 - ☐ Unusual number of nighttime single vehicle crashes/fatalities (Impaired, Unbelted and Speed);
 - ☐ Any other documented alcohol/ drug related vehicular incidents;
 - ☐ Citation data related to restrained and unrestrained occupants;
 - ☐ Unusual incidents of unbelted crashes/fatalities
 - ☐ Seatbelt/Child restraint violations;
 - ☐ Unusual incidents of teen crashes/fatalities; and
 - ☐ Unusual incidents of speed crashes/fatalities.

DUI/Impaired Enforcement Compliance

(Applies only to Sub-Grantees funded with Impaired Driving (405d), Alcohol (154) funds, and/or any Police Traffic Service (402) funds used for Impaired Driving and/or Alcohol enforcement)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of DUI/Impaired Enforcement must comply with the following:

1. Sub-Grantee **agrees and commits** to have the Individual Officer(s) (if applicable) and/or other officers assigned to work DUI/Impaired overtime to engage their efforts during peak hours when most impaired drivers are likely driving under the influence.
 - Individual DUI/Impaired Officer(s) shift hours **will include** 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday and Saturday.
 - Overtime hours for DUI/Impaired Enforcement **will include** 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday and Saturday.

If proper justification can be made regarding **other dates or time periods** within the jurisdiction for needed enforcement, a written request can be made to MOHS for consideration and approval. However, written approval **must** be given by MOHS prior to implementing hours and day of week outside the above shifts.

2. Specific DUI/Impaired activities in which the DUI/Impaired officer(s) (if applicable) and/or other officers working overtime **will include** checkpoints, saturation patrols and other impaired driving enforcement activities as designated.
3. The Sub-Grantee **will engage** in national campaigns endorsed by the National Highway Traffic Safety Administration.
4. The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.
5. The Sub-Grantee **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
6. The Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each quarterly report.

Occupant Protection/Police Traffic Services

High Visibility Enforcement (HVE)

Applies only to Sub-Grantee funded with 402 (OP), 402(PTS) or 405(B)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of Occupant Protection/Police Traffic Service Enforcement must comply with the following:

1. Sub-Grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds **must participate** in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week.
2. Sub-Grantee **will submit** forms containing the number of child restraint/safety belt citations, etc. and **submit** by the reporting deadline set forth by the MS Office of Highway Safety for the National Click It or Ticket Campaign. Failure to comply with this requirement may result in the delay of reimbursement payments.
3. Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each activity report.

Audit Requirements:

Law enforcement, state, local, non-profit agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of grant activity must comply with the following (2 CFR§200.501):

(a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Sub-recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The

agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

Sub-Grantees are required to provide a copy of the jurisdiction/agency(s) most recent financial audit with the submission of the Grant Application. If the agency receives an updated audit during the grant year, the agency is required to provide a copy of the audit to the MOHS.

STATE CERTIFICATION AND ASSURANCE
CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR:
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES

When truly applicable and in full cooperation with the MS Office of Highway Safety, all grant and/or Sub-Grantee recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement: On or after January 1, 2005, each state, county and local law enforcement agency that conducts emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted. Each law enforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding.

MS Code Annotated § 45-1-43, effective from and after July 1, 2004.

The obligation of a Sub-Grantee is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that "recipient" means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency's emergency response and vehicular pursuit policy with pertinent training procedures must be retained in the agency grant file and be available for review. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received by the MOHS, becomes an actual documented part of the grant documentation and thus will be placed within the MOHS master file for grants.

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, Sub-Grantee, or recipient does not show compliance with the statute emphasized above, the grantee, Sub-Grantee or recipient is subject to the withholding of any state funding or state administered federal funding. Failure of grantee, Sub-Grantee or recipient to communicate the relevant policy

As the Authorized Official for, City of Hattiesburg **(Sub-Grantee Name)**, I certify by my signature below, that I have fully read and I am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with this Certification and Standard Assurance requirement by retaining true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization. A copy of the vehicular pursuit policy must be maintained in the Sub-Grantee agency grant file.

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

As the Authorized Official for, City of Hattiesburg (Sub-Grantee Name), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until both parties (MOHS and Authorized Official) have signed, dated and fully executed the Grant Agreement.

Therefore, the Agency, I represent agrees to comply and adhere to all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.

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LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the City Council of the City of Hattiesburg
(Governing Body of Unit of Government)

Herein called the "SUB-GRANTEE" has thoroughly considered the problem addressed in the application (Program Source) 154 Alcohol and has reviewed the project described in the agreement; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE City Council of the City of Hattiesburg
(Governing Body of Unit of Government)

IN THE JURISDICTION Hattiesburg MISSISSIPPI, THIS 8th Day of
October, 20 19 AS

FOLLOWS:

1. That the project above is in the best interest of the Sub-Grantee and the general public.
2. Mayor Toby Barker
(Name and Title of Representative) is authorized to accept, on behalf of the Sub-Grantee, an award in the form prescribed by the MS Office of Highway Safety for federal funding in the amount of \$ 45,006.40
(Federal Dollar Requested) to be made to the Sub-Grantee defraying the cost of the project described in the award.
3. One original or certified copy of this resolution must be included as part of the award referenced above.
4. That this resolution shall take effect immediately upon its adoption.

(If Applicable)

DONE AND ORDERED IN OPEN MEETING BY Mayor Toby Barker
(Chairman of Board/Mayor)

Alderman/Councilperson _____ offered the foregoing resolution and moved its adoption, which was seconded by Alderman/Councilperson _____ and, was duly adopted.

Date: _____

Seal (City/County Seal is required)

Attest: _____

By: _____
(Blue Ink)

**Mississippi Office of Highway Safety
Designation of Secondary Signatory Official**

Pursuant to the MS Department of Public Safety's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as monthly financial cost reporting worksheets, the (agency/department name) City of Hattiesburg has authorized and approved (print designated secondary signatory official name) Lisa Hanson to sign any/all forms related to this contract.

Upon approval of this request said person will then be Responsible/Liable, as the signatory official, for claims submitted by them to this agency. The approval of this request will allow this person to complete required documentation in the absence and/or on behalf of the signatory official.

Name: Lisa Hanson Title: Comptroller
(Designated Secondary Signatory Official)

Organization Name: City of Hattiesburg

Mailing Address: P.O. Box 1898

City: Hattiesburg Zip Code: 39403-1898

Telephone Number: (601) 554-1034 Cellular Number: ()

Email Address: lhanson@hattiesburgms.com

Signature of Designated Secondary Signatory Official: 

Appointed by Authorizing Official: Toby Barker Date: 10/08/2019
(Mayor, Board President, Commissioner, Director) (Print Name)

Signature: _____ Title: Mayor
(Authorizing Official)



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Angie Sanford, IT Manager

cc:

Date: Tuesday, October 8, 2019

Re: Approve Backup Internet connection with Comcast for AT&T to build a VPN for the HPD units for a month to month contract in the amount of \$186.00 and authorize the Mayor to execute the same.
File Number: 2019-201
Minute Book #

Summary

Approve Backup Internet connection for AT&T to build a VPN for the HPD units. Authorize the Mayor to execute a month to month contract for \$186.00

Recommendation Statement

I am recommending approval of the contract with Comcast.

Please place this on the October 8, 2019 City Council meeting for consideration.



BUSINESS SERVICE ORDER AGREEMENT

Account Name: Hattiesburg City Hall

ID#: 23405106

CUSTOMER INFORMATION (Service Location)	
Address 1	200 FORREST ST
Address 2	
Primary Contact Name	Robert Friend
Business Phone	(601) 554-1034
Cell Phone	(601) 545-4561
Pager Number	
City	HATTIESBURG
State	MS
ZIP Code	39401
County	
Email Address	rfriend@hattiesburgms.com
Primary Fax Number	
Technical Contact Name	
Tech Contact On-Site?	No
Technical Contact Business Phone	
Technical Contact Email	
Property Manager Contact Name	
Property Mgr. Phone	

COMCAST BUSINESS SERVICES

Selection (X)	
Business Voice	
Business Internet	X
Business TV	
Service Term (Months)	36

COMCAST BUSINESS SERVICES DETAILS

Business Voice*

VOICE SELECTIONS	Quantity	Unit Cost	Total Cost
Full Feature Voice Lines	0		
4+ Lines			
Basic Lines	0		
Toll Free Numbers			
Fax Lines			
Equipment Fee			
VOICE OPTIONS	Selection(X)	Total Cost	
Voicemail	0		
Enhanced Listings			
Auto-Attendant			

* Voice offers & options not available in all markets.

Comcast Business Packages

Package Name:
PACKAGE DESCRIPTION

VoiceEdge Select Selections*

Voice Selections	Quantity	Unit Price(MRC)	Total Price(MRC)	Unit Price(NRC)	Total Price(NRC)
VoiceEdge Select Seats	0	\$0.00	\$0.00	\$0.00	\$0.00
Cordless Handset	0	\$0.00	\$0.00	\$0.00	\$0.00
Cordless Deskphone	0	\$0.00	\$0.00	\$0.00	\$0.00

*Bundle include : Auto attendant, Hunt Group and Base station.

Business Internet*

INTERNET SELECTIONS	Selection(X)	Total Cost
Speed - Business Internet 75	X	\$149.95
Equipment Fee	X	\$16.95

*Business Internet speed tier selections not available in all markets.
*Internet selections & options not available in all markets.

INTERNET OPTIONS	Selection(X)	Total Cost
Static IP V4/V6 - 1	X	\$19.95
Wi-Fi		

Business TV***

TV SELECTIONS	Selection	Total Cost	
Basic			
Select			
Information & Entertainment			
Variety			
Standard			
Preferred			
TV OPTIONS	Selection	Total Cost	
Sports Pack**			
Canales Selecto			
Music Choice W/Comcast Business TV			
Other			
Other			
TV OUTLETS	Quantity	Unit Cost	Total Cost
Additional Outlets			
mini mDTA/mDTA Type	# of Outlets	NRC	MRC

*** Not available in home offices or private view establishments. TV selections & options not available in all markets. Customer acknowledges and understands Customer may be responsible for additional music licensing or copyright fees for music contained in any or all of the Services, including, but not limited to Video and/or Public View Video.
** Available as add-on to Digital Standard & Digital Deluxe TV Selections only.



BUSINESS SERVICE ORDER AGREEMENT

Account Name: Hattiesburg City Hall

ID#: 23405106

COMCAST BUSINESS TOTAL SERVICE CHARGES

Comcast Business	Selection(X)	Quantity	Unit Cost	Total Cost
Business Internet/TV/Voice Installation Fee	X		\$99.95	\$99.95
Voice Activation Fee*				
Auto-Attendant Setup Fee				
Toll Free Activation Fee				
Directory Listing Suppression Fee				
VoiceEdge Select Seat Activation Fee**				

* Per line activation fee, up to four (4) line maximum charge.
** Bundle includes: Auto attendant, Hunt Group and Base Station.

Total Monthly Service Charge	\$186.85
Promotional Code (if applicable)	
Discount On Internet (if applicable)	
Discount On Video (if applicable)	
Discount On Voice (if applicable)	
Discount On VoiceEdge Select Seats (if applicable)	

Total Discount \$0.00

Total Recurring Monthly Bill:* \$186.85

Total Installation Charges:* \$99.95

* Does not include Custom Installation Fees.

* Applicable federal, state, and local taxes and fees may apply.

GENERAL SPECIAL INSTRUCTIONS



BUSINESS SERVICE ORDER AGREEMENT

Account Name: Hattiesburg City Hall

ID#: 23405106

COMCAST BUSINESS INTERNET CONFIGURATION DETAILS

Transfer Existing Comcast.net Email	No	Equipment Selection	D3.0 IP Gateway
Number of Static IPs*	1	Business Web Hosting	No

COMCAST BUSINESS TV CONFIGURATION DETAILS

Outlet Details	Location	Outlet Type
Outlet 1 - Primary		
Outlet 2 - Additional		
Outlet 3 - Additional		
Outlet 4 - Additional		
Outlet 5 - Additional		
Outlet 6 - Additional		
Outlet 7 - Additional		
Outlet 8 - Additional		

Additional Comments:

OUTLETS 9 & UP QUANTITY

Digital	
HDTV	
DTA	
HD-DTA	

COMCAST BUSINESS VOICEEDGE SELECT CONFIGURATION DETAILS

Phone #	Type

In Process

COMCAST BUSINESS VOICE CONFIGURATION DETAILS

Phone #	Type	Voicemail	Customer Equipment
			Phone System Type (Key System, PBX, Other)
			Phone System Manufacturer
			Fax Machine Manufacturer
			Alarm System Vendor
			Point of Sale Device
			Telco Closet Location
			Hunt Group Configuration Details
			Hunt Group Features Requested (Yes/No)
			Hunt Group Configuration Type
			Hunt Group Pilot Number



BUSINESS SERVICE ORDER AGREEMENT

Account Name: Hattiesburg City Hall

ID#: 23405106

Toll Free #	Calling Origination Area	Associated TN

Directory Listing Details

Directory Listing (Published, Non-Published, Unlisted)	
Directory Listing Phone Number	
Directory Listing Display Name	
DA/DL Header Text Information	
DA/DL Header Code Information	
Standard Industry Code Information	

Additional Voice Details

Caller ID (Yes/No)	
Caller ID Display Name (max 15 char.)	
International Dialing (Yes/No)	No
Call Blocking (Yes/No)	
Auto-Attendant (Yes/No)	No

COMCAST BUSINESS VOICE EDGE CONFIGURATION DETAILS

Voice Edge Directory Listing Details

Directory Listing (Published, Non-Published, Unlisted)	
Directory Listing Phone Number	
Directory Listing Display Name	
DA/DL Header Text Information	
DA/DL Header Code Information	

Voice Edge Additional Voice Details

Caller ID (Yes/No)	
International Dialing (Yes/No)	
Caller ID Display Name (max 15 characters)	
Call Blocking (Yes/No)	
Enterprise Extension Dialing?	



BUSINESS SERVICE ORDER AGREEMENT

Account Name: Hattiesburg City Hall

ID#: 23405106

CUSTOMER BILLING INFORMATION

Billing Account Name	Hattiesburg City Hall	City	HATTIESBURG
Billing Name (3rd Party Accounts)		State	MS
Address 1	200 FORREST ST	ZIP Code	39401
Address 2		Billing Contact Email	rfriend@hattiesburgms.com
Billing Contact Name	Robert Friend	Billing Contact Phone	(601) 554-1034
Tax Exempt?*	No	Billing Fax Number	
* If yes, please provide and attach tax exemption certificate.			

AGREEMENT

1. This Comcast Business Service Order Agreement sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Services to Customer. This Comcast Business Service Order Agreement consists of this document ("SOA"), the standard Comcast Business Terms and Conditions ("Terms and Conditions"), and any jointly executed amendments ("Amendments") entered under the Agreement. In the event of inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of the SOA. The Agreement shall terminate as set forth in the Terms and Conditions (<http://business.comcast.com/terms-conditions/index.aspx>). All capitalized terms not defined in this SOA shall reflect the definitions given to them in the Terms and Conditions. Use of the Services is also subject to the then current High-Speed Internet for Business Acceptable Use Policy located at <http://business.comcast.com/terms-conditions/index.aspx> (or any successor URL), and the then current High-Speed Internet for Business Privacy Policy located at <http://business.comcast.com/terms-conditions/index.aspx> (or any successor URL), both of which Comcast may update from time to time.
2. Comcast Business Voice, Internet, TV, Comcast Business SecurityEdge and Comcast Business SmartOffice™ Services ("Service") carry a 30 day* money back guarantee**. If, within the first 30 days following Service installation, Customer is not completely satisfied, Customer may cancel Service and Comcast will issue a refund for the monthly recurring fee paid for the first 30 days of service, excluding installation charges, fees, taxes and voice usage charges, however, Customer will be charged any remaining payments owed for non-refundable fees (including installation) and other charges. In order to be eligible for the refund, Customer must cancel Service within 30 days after installation and return any Comcast-provided equipment in good working order. In no event shall the refund exceed \$500.00.
- *Comcast Business Trunks and Comcast Business VoiceEdge™ carry a 60 day money back guarantee, subject to the above terms.
- **The money back guarantee does not apply to Hospitality Video or Ethernet Services.
3. To complete a Voice order, Customer must execute a Comcast Letter or Authorization ("LOA") and submit it to Comcast, or Comcast's third party order entry integrator, as directed by Comcast.
4. New telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or cards until after the install is complete.
5. Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Senior Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by signing below, agrees and accepts the Terms and Conditions of this Agreement.

6. IF CUSTOMER IS SUBSCRIBING TO COMCAST’S BUSINESS DIGITAL VOICE SERVICE, CUSTOMER, BY SIGNING BELOW, ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE FOLLOWING 911 NOTICE:

911 NOTICE

Comcast Business Digital Voice service ("Voice Service") may have the 911 limitations specified below:

- In order for 911 calls to be properly directed to emergency services using Voice Service, Comcast must have the correct service address for the telephone number used by the Company. If the Voice Service or any Voice Service device is moved to a different location without Company providing an updated service address, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or Voice Service (including 911) may fail altogether. Customer’s use of a telephone number not associated with its geographic location may also increase these risks.
- The Voice Service uses electrical power in the Company’s premises. If there is an electrical power outage, 911 calling may be interrupted if a battery back-up is not installed in the voice modem, fails, or is exhausted.
- Calls using the Voice Service, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, a broadband connection failure, or another technical problem.
- Customer should call Comcast at 1-888-824-8104 if it has any questions or needs to update a service address in the 911 system. Delays in updating the service address may also impact 911.
- **BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE FOREGOING 911 NOTICE AND THE 911 LIMITATIONS OF THE VOICE SERVICE.**

CUSTOMER SIGNATURE	
By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at http://business.comcast.com/terms-conditions/index.aspx .	
Signature:	
Print:	Robert Friend
Title:	
Date:	

FOR COMCAST USE ONLY	
Sales Representative: Larry Gingrich	
Sales Representative Code:	
Sales Manager/Director Name: Russell Giddings	
Sales Manager/Director Approval:	
Division: Central	
SmartOffice License Number:	



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, October 8, 2019

Re: Approve a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Carolyn White of 213 South 11th Avenue in an amount not to exceed \$50,000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E) {Entitlement} and authorize the Mayor to execute in triplicate.
File Number: 2019-180
Minute Book #

Summary

Contractor/Owner Agreement and a Housing Rehabilitation Grant Award for 213 South 11th Avenue

Recommendation Statement

I recommend approval of the Contractor/Owner Agreement and a Housing Rehabilitation Grant Award for 213 South 11th Avenue

Please place this on the October 8, 2019 City Council meeting for consideration.

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the ____ day of _____, 20____ and between the City of Hattiesburg Community Development Division (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Carolyn White of 213South 11th Avenue, hereinafter called Owner, and _____, with its principal place of business located at _____, Hattiesburg, Mississippi _____, 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 drawings, work write-up (Exhibit 1), work agreement (Exhibit 2) and described in the specifications and other Contract Documents prepared for the **213 South 11th Avenue** Project by COHCD, said work to be performed on the structure(s)/property located at **213 South 11th Avenue**, 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 to the Contractor at the signing conference. It shall be the Contractor's responsibility to ensure that all necessary licenses and/or insurance and/or bonding remain current throughout the fulfillment of this agreement. If the Notice to Proceed is not provided to the Contractor within 5 days of the full execution of this Agreement, the Contractor may at his option terminate his obligation under this Agreement. The Owner/COHCD maintains the right to terminate the agreement for cause.

Time is of the essence in the completion of this contract. The Contractor shall procure a building permit within ten (10) calendar days of the Notice to Proceed and shall begin work within fifteen (15) days of the Notice to Proceed. Work is to be completed within sixty (60) working days after the 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 project rehabilitation completion exceeds sixty (60) working 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 Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of _____ () 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 production 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 wavier

of all claims by the Contractor except those previously made in writing herein 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 provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to **213 South 11th Avenue** for five (5) years. Homeowner agrees to occupy the rehabilitated home for five (5) years after rehabilitation activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the homeowner(s) fail to reside in the home or abide by the terms of the grant award, the property is sold, transferred or disposed of prior to the expiration of the five (5) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2019.

Carolyn White Date

Spouse's Signature Date

City of Hattiesburg, Mississippi

Contractor

By: _____
Toby Barker, Mayor

By: _____

Date: October 8, 2019

Date: _____

Attest: _____
Kermas Eaton, City Clerk

Attest: _____

CITY OF HATTIESBURG
HOUSING REHABILITATION (25K+)
GRANT AWARD AGREEMENT

General Terms and Conditions

1. ____ I certify that I currently live in and own the home for which I am accepting repair assistance.
2. ____ 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. ____ I understand that I am responsible for 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. ____ 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. ____ 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. ____ 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. ____ 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. ____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **five (5)** years after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
9. ____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the **five (5)** year affordability period.
10. ____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **five (5)** year affordability period.
11. ____ I hereby agree to maintain homeowner’s insurance and when applicable, flood insurance.
12. ____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
13. ____ 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.
14. ____ 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, **Carolyn White of 213 South 11th Avenue**, 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 ____ day of _____, 2019.

Homeowner’s Signature

Spouse’s Signature

GRANT AWARD

The Homeowner(s), **Carolyn White of 213 South 11th Avenue**, is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **213 South 11th Avenue**. 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, and any change orders/discovery repairs. General construction/rehabilitation/repair costs are not to exceed \$50,000, 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 \$50,000 described for general construction/rehabilitation/repair. Lead and/or Asbestos activities are contracted separately. All actual costs together are subject to any Deed Restrictions and/or affordability period associated with the project.

City of Hattiesburg, Mississippi

By: _____
Toby Barker, Mayor

Date: October 8, 2019

Attest: _____
Kermas Eaton, City Clerk



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, October 8, 2019

Re: Approve a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Harry and Sabrina Brister of 207 West 5th Street in an amount not to exceed \$50,000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E) {Entitlement} and authorize the Mayor to execute in triplicate.
File Number: 2019-183
Minute Book #

Summary

Contractor/Owner Agreement and a Housing Rehabilitation Grant Award for 207 West 5th Street

Recommendation Statement

I recommend approval of the Contractor/Owner Agreement and a Housing Rehabilitation Grant Award for 207 West 5th Street

Please place this on the October 8, 2019 City Council meeting for consideration.

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the ____ day of _____, 20____ and between the City of Hattiesburg Community Development Division (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Harry and Sabrina Brister of 207 West 5th Street, hereinafter called Owner, and _____, with its principal place of business located at _____, Hattiesburg, Mississippi _____, 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 drawings, work write-up (Exhibit 1), work agreement (Exhibit 2) and described in the specifications and other Contract Documents prepared for the **207 West 5th Street** Project by COHCD, said work to be performed on the structure(s)/property located at **207 West 5th Street**, 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 to the Contractor at the signing conference. It shall be the Contractor's responsibility to ensure that all necessary licenses and/or insurance and/or bonding remain current throughout the fulfillment of this agreement. If the Notice to Proceed is not provided to the Contractor within 5 days of the full execution of this Agreement, the Contractor may at his option terminate his obligation under this Agreement. The Owner/COHCD maintains the right to terminate the agreement for cause.

Time is of the essence in the completion of this contract. The Contractor shall procure a building permit within ten (10) calendar days of the Notice to Proceed and shall begin work within fifteen (15) days of the Notice to Proceed. Work is to be completed within sixty (60) working days after the 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 project rehabilitation completion exceeds sixty (60) working 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 Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of _____ () 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 production 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 wavier

of all claims by the Contractor except those previously made in writing herein 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 provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to **207 West 5th Street** for five (5) years. Homeowner agrees to occupy the rehabilitated home for five (5) years after rehabilitation activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the homeowner(s) fail to reside in the home or abide by the terms of the grant award, the property is sold, transferred or disposed of prior to the expiration of the five (5) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2019.

Harry Brister Date

Sabrina Brister Date

City of Hattiesburg, Mississippi

Contractor

By: _____
Toby Barker, Mayor

By: _____

Date: October 8, 2019

Date: _____

Attest: _____
Kermas Eaton, City Clerk

Attest: _____

CITY OF HATTIESBURG
HOUSING REHABILITATION (25K+)
GRANT AWARD AGREEMENT

General Terms and Conditions

1. ____ I certify that I currently live in and own the home for which I am accepting repair assistance.
2. ____ 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. ____ I understand that I am responsible for 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. ____ 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. ____ 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. ____ 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. ____ 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. ____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **five (5)** years after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
9. ____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the **five (5)** year affordability period.
10. ____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **five (5)** year affordability period.
11. ____ I hereby agree to maintain homeowner's insurance and when applicable, flood insurance.
12. ____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
13. ____ 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.
14. ____ 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, **Harry and Sabrina Brister of 207 West 5th Street**, 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 ____ day of _____, 2019.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), **Harry and Sabrina Brister of 207 West 5th Street**, is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **207 West 5th Street**. 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, and any change orders/discovery repairs. General construction/rehabilitation/repair costs are not to exceed \$50,000, 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 \$50,000 described for general construction/rehabilitation/repair. Lead and/or Asbestos activities are contracted separately. All actual costs together are subject to any Deed Restrictions and/or affordability period associated with the project.

City of Hattiesburg, Mississippi

By: _____
Toby Barker, Mayor

Date: October 8, 2019

Attest: _____
Kermas Eaton, City Clerk



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, October 8, 2019

Re: Approve a Contractor and Owner Agreement and a Housing Repair Grant Award to Mary Smith of 708 Monroe Street in an amount not to exceed \$10,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E){Entitlement} and authorize the Mayor to execute in triplicate.
File Number: 2019-182
Minute Book #

Summary

Contractor/Owner Agreement and a Housing Rehabilitation Grant Award for 708 Monroe Street

Recommendation Statement

I recommend approval of the Contractor/Owner Agreement and a Housing Rehabilitation Grant Award for 708 Monroe Street

Please place this on the October 8, 2019 City Council meeting for consideration.

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the _____ day of _____, 2019 and between the City of Hattiesburg Community Development Department (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Mary D. Smith of 708 Monroe Street, hereinafter called Owner, and Hattiesburg Area Habitat for Humanity, with its principal place of business located at 5191 Highway 42, Hattiesburg, Mississippi 39401, 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 drawings, work write-up (Exhibit 1), work agreement (Exhibit 2) and described in the specifications and other Contract Documents prepared for the **708 Monroe Street** Project by COHCD, said work to be performed on the structure(s)/property located at **708 Monroe Street**, 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 the 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 project repair completion exceeds sixty (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 Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of _____ (_____) 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/COHCD 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 wavier of all claims by the Contractor except those preciously 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 provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to **708 Monroe Street** for three (3) years. Homeowner agrees to occupy the rehabilitated home for three (3) years after rehabilitation activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the three (3) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2019.

Mary D. Smith Date

Homeowner Date

City of Hattiesburg, Mississippi

Contractor

By: _____
Toby Barker, Mayor

By: _____

Date: October 8, 2019

Date: _____

Attest: _____
Kermas Eaton, City Clerk

Attest: _____

**CITY OF HATTIESBURG
HOUSING REPAIR (\$10-)
GRANT AWARD AGREEMENT**

General Terms and Conditions

1. _____ I certify that I currently live in and own the home for which I am accepting repair assistance.
2. _____ 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. _____ I understand that I am responsible for 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. _____ 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. _____ 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. _____ 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. _____ 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. _____ I hereby agree to occupy the home to be repaired for a period of not less than **three (3)** years after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
9. _____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the **three (3)** year affordability period.
10. _____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **three (3)** year affordability period.
11. _____ I hereby agree to maintain homeowner's insurance and when applicable, flood insurance.
12. _____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
13. _____ 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.

By my signature below I, **Mary D. Smith of 708 Monroe Street**, 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 _____ day of _____, 2019.

Homeowner's Signature

Spouse's Signature

GRANT AWARD
The Homeowner(s), Mary D. Smith of 708 Monroe Street, is hereby awarded a Housing Repair Grant for General Repair costs in an amount not to exceed \$10,000.

City of Hattiesburg, Mississippi

By: _____
Toby Barker, Mayor

Date: October 8, 2019

Attest: _____
Kermas Eaton, City Clerk



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, October 8, 2019

Re: Authorize submission of a grant application to Mississippi Department of Archives and History (MDAH) for the Community Heritage Preservation Grant Program in the amount of \$59,200.00 to fund City Hall renovations. The grant requires the city to provide \$14,800.00 (20% of total project costs) in matching funds.
File Number: 2019-187
Minute Book #

Summary

MDAH Community Heritage Preservation Grant Application – City Hall Renovations

Recommendation Statement

I recommend authorization of the submission of a grant application to the Mississippi Department of Archives and History (MDAH) for the Community Heritage Preservation Grant Program in the amount of \$59,200.00 to fund City Hall renovations. The grant requires the city to provide \$14,800.00 (20% of total project costs) in matching funds.

Please place this on the October 8, 2019 City Council meeting for consideration.



APPLICATION

Please read the full application before completing. Inaccurate or incomplete applications will not be considered.

1. Project Title:

Hattiesburg City Hall Renovations

2. Project Address (or location description if in rural area):

200 Forrest Street, Hattiesburg, MS 39401

3. Project Description (in one sentence):

The proposed renovations at Hattiesburg City Hall include repairs to office areas damaged by condensation from the external A/C unit, measures to prevent future moisture damage, environmental testing to ascertain the extent of the damage, updating the layout on the first floor to increase safety and create a more functional space to serve customers, and installing a rooftop access ladder on the third floor.

4. Year Building Constructed: 1921

Changes/Additions Dates: 1955, 1962, 1980, 2008, 2011, 2019

5. Project Budget:

Total State Grant Funds Requested: \$ 59,200.00

Matching Funds Provided By Applicant: \$ 14,800.00

Total Project Cost: \$ 74,000.00

6. Project Applicant (will be the signatory):

Mr. Toby Barker

Title (Dr., Mr., Mrs., Ms.)

Contact Name

City of Hattiesburg

Mayor

Organization

Title in Organization

P.O. Box 1898

Address

Hattiesburg

MS

39403

City

State

Zip Code

(601) 545-4501

mayor@hattiesburgms.com

Phone

Fax

E-mail

Project Applicant Description:



State Government



County Government



Municipal Government



School District



Nonprofit Corporation – Attach the Mississippi Secretary of State of State charter of incorporation and IRS 501(c)(3) tax exempt letter as well as financial statements for the past 3 years.

COMMUNITY HERITAGE PRESERVATION GRANT PROGRAM—ROUND 13



7. Project Coordinator:

Ms. Ann Jones

Title (Dr., Mr., Mrs., Ms.)

Contact Name

City of Hattiesburg

Chief Administrative Officer

Organization

Title in Organization

P.O. Box 1898

Address

Hattiesburg

MS

39403

City

State

Zip Code

(601) 545-4503

annjones@hattiesburgms.com

Phone

Fax

E-mail

8. Property Owner:

Mr. Toby Barker

Title (Dr., Mr., Mrs., Ms.)

Contact Name

City of Hattiesburg

Mayor

Organization

Title in Organization

P.O. Box 1898

Address

Hattiesburg

MS

39403

City

State

Zip Code

(601) 545-4501

mayor@hattiesburgms.com

Phone

Fax

E-mail

9. Tax Identification Number (attach W-9): **64-6000432**

10. Project Professional:

To be selected

Title (Dr., Mr., Mrs., Ms.)

Contact Name

Organization

Title in Organization

Address

City

State

Zip Code

Phone

Fax

E-mail

11. Name of State Legislator of Project District:

Missy Warren McGee

House

Billy Hudson

Senate

12. Mississippi Landmark Designation: Properties must be designated by the MDAH Board of Trustees under provisions of the State Antiquities Act to be eligible for Community Heritage Preservation Grants. This information can be found in the Chancery Clerk's office at the local courthouse or contact MDAH.

Forrest 10/03/1988 V. 604; p. 410

County

Date Recorded

Book/Page



APPLICATION CHECKLIST

One Original Application (must be in this order for consideration):

- ☒ Application
- ☒ Application checklist
- ☒ Project narrative
- ☒ Color digital images in jpeg format on a CD with a set of prints
- ☒ Project budget
- ☒ Matching share form and letters of commitment
- ☒ Long-term maintenance plan
- ☒ Signed letters of support
- ☒ Resumes of project coordinator and/or project professional
- ☒ Supporting documentation (W9 and board minutes **OR** 501(c)(3) charter)
- ☒ Signed statement of understanding
- ☒ Signed title and insurance certification

Six Additional Applications (must be in this order for consideration):

- ☒ Application
- ☒ Application checklist
- ☒ Project narrative
- ☒ One set of clear printed copies of the digital images per additional application
- ☒ Project budget
- ☒ Long-term maintenance plan
- ☒ Signed letters of support

Submit the original application in a three-ring binder without transparent slips and each copy stapled or clipped in the upper left hand corner. Do not place the copies in three-ring binders or have them bound.

All 7 sets of the application must be with the Historic Preservation Division of MDAH, located in the Charlotte Capers Archives and History Building, by 5 p.m. on September 27, 2019.

Applicants are encouraged to submit early and make an additional copy of all documents for their records.

Mail to:

Roger Walker, Grants Coordinator
Historic Preservation Division
MS Dept of Archives and History
P. O. Box 571
Jackson, MS 39205-0571

Deliver to:

Roger Walker, Grants Coordinator
Historic Preservation Division
MS Dept of Archives and History
100 South State Street
Jackson, MS 39201

PROJECT BUDGET BREAKDOWN

- Specify costs such as door and window repair, masonry repair, interior finishes, exhibit design costs, exhibit construction, etc. Attach additional sheets to this page if needed.

First Floor: Interior paint - \$8,500

First Floor: Replacement of carpeting - \$12,500

First Floor: Upgrade customer interaction and security - \$28,000

Second Floor: Office Renovations (repair of moisture damage) - \$6,500

Second Floor: Construction to redirect A/C unit condensation - \$4,500

Third Floor: Rooftop access ladder - \$3,500

Environmental testing - \$10,500

Total - \$74,000

2. Total Project Cost (grant amount requested + matching share)	\$ 74,000.00	(100%)
Grant Amount Requested (no more than 80% of total project)	\$ 59,200.00	(%)
Matching Share (a minimum of 20% of total project)	\$ 14,800.00	(%)

Example of 20% Matching Share:

Request: \$80,000 + Match: \$20,000 = Total Project: \$100,000 (20% Match)

Example of <20% Matching Share:

Request: \$100,000 + Match: \$20,000 = Total Project: \$120,000 (17% Match)

COMMUNITY HERITAGE PRESERVATION GRANT PROGRAM—ROUND 13



3. How were estimated project costs determined?

Estimates were obtained from contractors.

4. Indicate whether partial funding and/or partial completion of the project would allow for a successful result. Prioritize the proposed work, indicating what is critical. Show the sequence in which work must be completed, if relevant. Applicants who do not include partial options may be in jeopardy of not receiving funding. Attach additional sheets to this page if needed.

Successful results could be obtained with partial funding, as the work can easily be separated into phases. Our priorities are as follows, with number one being the highest priority:

1. Office renovations to repair moisture damage, painting, replacement of carpeting, and construction to redirect A/C unit condensation, and environmental testing (Total \$42,500)
2. First floor upgrades to enhance security and improve customer interaction (Total \$28,000)
3. Third Floor – rooftop access ladder (\$3,500)

The work associated with the repair of areas damaged by moisture and measures to prevent future moisture damage are the most critical, because the moisture damage has caused mold and presents as health hazard to employees and visitors. The moisture damage also poses a threat to the longevity of City Hall.

COMMUNITY HERITAGE PRESERVATION GRANT PROGRAM—ROUND 13

MATCHING SHARE



Donor: _____
 Source: City of Hattiesburg General Fund
 Total Cash Amt: \$ 14,800

Donor: _____
 Source: _____
 Total Cash Amt: \$ _____

Donor: _____
 Source: _____
 Total Cash Amt: \$ _____

Donor: _____
 Source: _____
 Total Cash Amt: \$ _____

Donor: _____
 Source: _____
 Total Cash Amt: \$ _____

Total Match (must equal matching funds on Item 5 of the application): \$ 14,800

CERTIFICATION OF MATCHING SHARE

I certify that the matching share funds identified above are available, and that they will be allocated only to the Community Heritage Preservation Grant project described in this application and titled:

Hattiesburg City Hall Renovations

Project Title

Mayor Toby Barker

Name and Title of Authorized Representative

[Signature]

Signature

09/20/2019

Date

Applicants are strongly encouraged to submit appropriate documentation of the matching share (copies of bank statements, etc.) to this page. Please note that applications without documentation may not receive full credit for the matching share.

STATEMENT OF UNDERSTANDING

With respect to grants received from MDAH, applicants indicate by their signatures they have read, understand, and agree to this Statement of Understanding. Failure to comply will result in cancellation:

1. This is a request for consideration for a grant and does not constitute a commitment for funding from the Community Heritage Preservation Grant Program administered by MDAH.
2. Individuals submitting this grant request on behalf of applicants have the necessary authority to request consideration of this project by MDAH.
3. This is a matching grant program in which only a portion of the total project cost can be supplied by the grant funds; matching share will be supplied by applicants in the form of cash. In-kind matches will not be considered or credited to applicants. Projects with a cash match larger than 20% will score higher; however, any amount offered as a match must be guaranteed. **There will be no amendments to lower the match percentage amount.**
4. No work covered in this application is to begin until applicants have been notified in writing that funds have been awarded and have accepted in writing the terms and conditions of the grant. No work is to begin until the work has been approved by the Permit Committee and applicants have received an official **Mississippi Landmark Permit**.
5. If a grant is received, a 25-year preservation and maintenance covenant must be submitted to MDAH in which the grantee agrees to maintain the property and not abandon it. Covenants are transferable.
6. If a grant is received, all obligations for material work are to be paid by the grantee, who will then receive reimbursement from the Department of Finance and Administration, based on prior agreement and approval by MDAH.
7. The availability of funds for reimbursable expenses incurred by grantees is dependent upon the authorization and sale of legislatively approved general obligation bonds by the Mississippi State Bond Commission. Until the Commission sells the bonds, reimbursement funds will not be available.
8. Grants will be administered in accordance with all applicable state laws, regulations, policies, requirements, and guidelines, including Title VI of the 1964 Civil Rights Act, non-discrimination on the basis of handicap, and equal employment opportunity and labor laws.
9. Projects shall be carried out pursuant to the relevant treatment in The Secretary of the Interior's *Standards for the Treatment of Historic Properties* as outlined in Appendix B and the *International Existing Building Code 2012*.
10. Procurement actions will be conducted in accordance with the State of Mississippi bidding and procurement laws.

COMMUNITY HERITAGE PRESERVATION GRANT PROGRAM—ROUND 13



11. All costs charged to the grant project will be in payment of approved budget items.
12. Adequate resources will be available for the completion of the proposed project and the continued operation of the site.
13. An adequate financial management system (and audit procedure when deemed applicable) will be maintained to provide control of all property, funds, and assets during the grant period.
14. The project, if funded, will be carried out in accordance with the guidelines set forth by the Historic Preservation Division of MDAH and will be completed within the allotted time. **Projects will not be extended.** Additionally, there are benchmarks that must be met during the grant period in order to keep a project on schedule. Failure to meet the benchmarks could lead to the cancellation of a project.
15. Applicants will cooperate with the staff of MDAH in meeting all the above requirements.
16. Additional administrative requirements and project-specific conditions may be a part of any grant offer made by MDAH as a result of this application.
17. **Failure to comply with the conditions set forth in this Statement of Understanding will result in cancellation of the grant.**

The applicant recognizes and agrees that any state financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the State of Mississippi reserves the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and on the person or persons whose signature appear below and who is/are authorized to sign this assurance on behalf of the applicant.

City of Hattiesburg

09/20/2019

Name of Applicant/Project Sponsor

Date

Mayor Toby Barker

Name and Title of Authorized Representative

Signature

TITLE AND INSURANCE CERTIFICATION

State funds cannot be invested in projects without assurance that the grantee possesses clear and unencumbered title to the property involved in the proposed project, and has the property adequately insured to protect the state's investment.

I certify that the property involved is owned and sufficiently insured by the applicant identified below, and that the building will be used for the Community Heritage Preservation Grant project described in this application and titled:

Hattiesburg City Hall Renovations

Project Title

City of Hattiesburg

Applicant

Mayor Toby Barker

Name and Title of Authorized Representative

[Handwritten Signature]

09/20/2019

Signature

Date

Applicants are strongly encouraged to submit appropriate documentation of ownership and title (copies of deeds, certificates of title, insurance policies, etc.) with this form. Please note that applications without documentation may not be considered for grant awards.



Hattiesburg City Hall Renovations

Project Narrative

Prior to 1921, Hattiesburg's City Hall was located at the corner of Forrest and Pine Streets. At that time, the site of the current City Hall was occupied by an opera house and the Southern Hotel. Hattiesburg's current City Hall building was constructed in 1921. All City departments were originally housed in City Hall. The police department and jail were located on the first level, in an area that is now occupied by the Information Technology offices and Code Enforcement Division offices. The fire department was originally located on the second floor, and the municipal court occupied the third floor. Over time, the police and fire departments and municipal court were relocated to their current facilities. At present, the following departments and divisions are housed at City Hall: Administration, including Information Technology, City Clerk, Tax, Parking, Human Resources, and Risk Management Divisions; Clerk of Council; and the Department of Urban Development, including Code Enforcement, Community Development, Building and Planning/Zoning Divisions.

The proposed project includes a variety of activities, the most important of which are in response to interior damage caused by condensation from the external A/C unit. Our goal is to work to correct the ongoing moisture damage issue, including the known source and all impacted areas. The top of the A/C unit is outside of a second floor window, and condensation from the unit is being blown toward the building. As a result, over time, mold has developed in some of the offices along that wall, to the extent that the walls require periodic treatment with bleach. In addition, the paint on some of the walls is bubbling, peeling, and flaking off, and the carpet in those affected offices on both the first and second floors needs to be removed due to the mold. Because all of the carpet on the first floor is old and worn, and much of the carpet on the first floor will need to be replaced as a result of the moisture damage, the plan is to replace all of the first floor carpeting at one time. The interior of the entire first floor will also be repainted. Interior work will include all renovations needed to repair the moisture damage, including repair and replacement of wall and floor finishes in offices and rooms that are directly impacted by the moisture damage. While we know of certain areas where there is significant evidence of the problem, environmental testing will also be conducted to evaluate if the impact of the moisture damage has spread to other areas. Finally, in order to prevent future building damage from the A/C unit's condensation, we plan to address the source of the issue by constructing a moisture louver to prevent the A/C unit condensation from coming into contact with the exterior wall of City Hall.

In the course of the work to correct the moisture damage issue, we will also undertake a renovation on the first floor that will make the work space more suitable, more effective and inviting for customers, and also add security/access features that are more necessary in government buildings today. On the first floor, in the Permitting area of the Building Division, the permit clerks are currently serving customers from a short counter placed awkwardly at the end of a hallway where only one or two people can stand. The proposed renovation plans include removing the existing counter, and creating a reception area in the room behind the existing counter that will be removed, with a new 15-foot counter that stretches across the room. A computer station will be available in the reception area for public use, for those that may

Hattiesburg City Hall Renovations

Project Narrative

prefer self-service. In addition to creating a space that is more functional, the desired work plan includes increasing security and safety on the first floor. With the current layout, anyone could enter the building and access the employee offices on the first floor. For this reason, another aspect of updating the first floor layout is to place walls and doors in such a way that the hallway to access employee offices is not accessible to the public.

Finally, there is currently no access to the roof of City Hall from the third (top) floor. The proposed solution is to add a rooftop access ladder on the third floor for maintenance access and safety.

The proposed renovations will provide a number of benefits to the employees who work in City Hall and individuals who visit City Hall, as well as protecting the integrity of the building to ensure its longevity. The repairs associated with the moisture damage and mold will eliminate a health hazard for employees and visitors, and addressing the source of the moisture damage will protect the City Hall from future damage and future costly repairs. Reconfiguration of the customer interaction area in the Permitting area will create a more convenient and comfortable layout to help meet customer needs. Adding a rooftop access ladder will enhance maintenance accessibility and safety, so that maintenance issues which require rooftop access can be addressed more efficiently.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, October 8, 2019

Re: Authorize submission of a grant application to Mississippi Department of Archives and History (MDAH) for the Community Heritage Preservation Grant Program in the amount of \$200,000.00 to fund renovations at F.B. Woodley Elementary School. The grant requires \$50,000.00 (20% of total project costs) in matching funds, which will be provided by Hattiesburg Public School District.
File Number: 2019-188
Minute Book #

Summary

MDAH Community Heritage Preservation Grant Application – Woodley Elementary Renovations

Recommendation Statement

I recommend authorization of the submission of a grant application to the Mississippi Department of Archives and History (MDAH) for the Community Heritage Preservation Grant Program in the amount of \$200,000.00 to fund renovations at F.B. Woodley Elementary School. The grant requires \$50,000.00 (20% of total project costs) in matching funds, which will be provided by Hattiesburg Public School District.

Please place this on the October 8, 2019 City Council meeting for consideration.



APPLICATION

Please read the full application before completing. Inaccurate or incomplete applications will not be considered.

1. Project Title:
F.B. Woodley Elementary Renovations
2. Project Address (or location description if in rural area):
2006 O'Ferral Street, Hattiesburg, MS 39401
3. Project Description (in one sentence):
The proposed repairs and upgrades needed at Woodley Elementary include exterior waterproofing and repainting, replacement of lighting, cafeteria and auditorium upgrades, interior painting and replacement of door hardware, structural repairs, and HVAC upgrades.
4. Year Building Constructed: 1948
Changes/Additions Dates: 1988, 1989, 1991, 2004
5. Project Budget:
Total State Grant Funds Requested: \$ 200,000.00
Matching Funds Provided By Applicant: \$ 50,000.00
Total Project Cost: \$ 250,000.00
6. Project Applicant (will be the signatory):
Mr. Toby Barker
Title (Dr., Mr., Mrs., Ms.) _____ Contact Name _____
City of Hattiesburg Mayor
Organization _____ Title in Organization _____
P.O. Box 1898
Address _____
Hattiesburg MS 39403
City _____ State _____ Zip Code _____
(601) 545-4501 mayor@hattiesburgms.com
Phone _____ Fax _____ E-mail _____

Project Applicant Description:

- ☐ State Government
☐ County Government
☒ Municipal Government
☐ School District
☐ Nonprofit Corporation – Attach the Mississippi Secretary of State of State charter of incorporation and IRS 501(c)(3) tax exempt letter as well as financial statements for the past 3 years.

COMMUNITY HERITAGE PRESERVATION GRANT PROGRAM—ROUND 13



7. Project Coordinator:

Mr. Carl "Tony" Stanley

Title (Dr., Mr., Mrs., Ms.)		Contact Name
Hattiesburg Public School District - Maintenance Center		Supervisor of Maintenance & Facilities
Organization		Title in Organization
P.O. Box 1569		
Address		
Hattiesburg	MS	39403
City	State	Zip Code
(601) 582-2850		tony.stanley@hattiesburgpsd.com
Phone	Fax	E-mail

8. Property Owner:

Dr. Robert Williams

Title (Dr., Mr., Mrs., Ms.)		Contact Name
Hattiesburg Public School District		Superintendent
Organization		Title in Organization
301 Mamie St.		
Address		
Hattiesburg	MS	39401
City	State	Zip Code
(601) 582-5078		superintendent@hattiesburgpsd.com
Phone	Fax	E-mail

9. Tax Identification Number (attach W-9): **64-6000433**

10. Project Professional:

To be selected

Title (Dr., Mr., Mrs., Ms.)		Contact Name
Organization		Title in Organization
Address		
City	State	Zip Code
Phone	Fax	E-mail

11. Name of State Legislator of Project District:

Missy Warren McGee

House
Billy Hudson
Senate

12. Mississippi Landmark Designation: Properties must be designated by the MDAH Board of Trustees under provisions of the State Antiquities Act to be eligible for Community Heritage Preservation Grants. This information can be found in the Chancery Clerk's office at the local courthouse or contact MDAH.

Forrest County 11/08/2001 Book/Vol. # V. 874, p. 482

County	Date Recorded	Book/Page
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APPLICATION CHECKLIST

One Original Application (must be in this order for consideration):

- ☒ Application
- ☒ Application checklist
- ☒ Project narrative
- ☒ Color digital images in jpeg format on a CD with a set of prints
- ☒ Project budget
- ☒ Matching share form and letters of commitment
- ☒ Long-term maintenance plan
- ☒ Signed letters of support
- ☒ Resumes of project coordinator and/or project professional
- ☒ Supporting documentation (W9 and board minutes **OR** 501(c)(3) charter)
- ☒ Signed statement of understanding
- ☒ Signed title and insurance certification

Six Additional Applications (must be in this order for consideration):

- ☒ Application
- ☒ Application checklist
- ☒ Project narrative
- ☒ One set of clear printed copies of the digital images per additional application
- ☒ Project budget
- ☒ Long-term maintenance plan
- ☒ Signed letters of support

Submit the original application in a three-ring binder without transparent slips and each copy stapled or clipped in the upper left hand corner. Do not place the copies in three-ring binders or have them bound.

All 7 sets of the application must be with the Historic Preservation Division of MDAH, located in the Charlotte Capers Archives and History Building, by 5 p.m. on September 27, 2019.

Applicants are encouraged to submit early and make an additional copy of all documents for their records.

Mail to:

Roger Walker, Grants Coordinator
Historic Preservation Division
MS Dept of Archives and History
P. O. Box 571
Jackson, MS 39205-0571

Deliver to:

Roger Walker, Grants Coordinator
Historic Preservation Division
MS Dept of Archives and History
100 South State Street
Jackson, MS 39201

PROJECT BUDGET BREAKDOWN

1. Specify costs such as door and window repair, masonry repair, interior finishes, exhibit design costs, exhibit construction, etc. Attach additional sheets to this page if needed.

Waterproofing and repainting the exterior of the building - \$62,000

Replacing lighting (interior & exterior) with LED lighting - \$60,000

Cafeteria & Auditorium upgrades - \$45,000

Interior painting and door hardware - \$25,000

Structural repairs - \$30,000

HVAC upgrades - \$28,000

Total: \$250,000

2. Total Project Cost (grant amount requested + matching share)	\$ 250,000.00	(100%)
Grant Amount Requested (no more than 80% of total project)	\$ 200,000.00	(80%)
Matching Share (a minimum of 20% of total project)	\$ 50,000.00	(20%)

Example of 20% Matching Share:

Request: \$80,000 + Match: \$20,000 = Total Project: \$100,000 (20% Match)

Example of <20% Matching Share:

Request: \$100,000 + Match: \$20,000 = Total Project: \$120,000 (17% Match)



3. How were estimated project costs determined?

Verbal estimates were obtained from local contractors.

4. Indicate whether partial funding and/or partial completion of the project would allow for a successful result. Prioritize the proposed work, indicating what is critical. Show the sequence in which work must be completed, if relevant. Applicants who do not include partial options may be in jeopardy of not receiving funding. Attach additional sheets to this page if needed.

Successful results could be obtained with partial funding, as the work can easily be separated into phases. Our priorities are as follows, with number one being the highest priority:

1. Structural repairs (Total \$30,000)
2. Waterproofing and painting the exterior of the building (\$62,000)
3. Replacing lighting (interior and exterior) with LED lighting (\$60,000)
4. Cafeteria and Auditorium upgrades (\$45,000)
5. Interior painting and door hardware (\$25,000)
6. HVAC upgrades (\$28,000)

The work associated with the structural repairs is the most critical, because the setting of the building poses a threat to the integrity of the building and presents a safety hazard to occupants if left unaddressed.



MATCHING SHARE

Donor: Hattiesburg Public School District

Source: HPSD Maintenance Fund

Total Cash Amt: \$ 50,000

Donor: _____

Source: _____

Total Cash Amt: \$ _____

Donor: _____

Source: _____

Total Cash Amt: \$ _____

Donor: _____

Source: _____

Total Cash Amt: \$ _____

Donor: _____

Source: _____

Total Cash Amt: \$ _____

Total Match (must equal matching funds on Item 5 of the application): \$ 50,000

CERTIFICATION OF MATCHING SHARE

I certify that the matching share funds identified above are available, and that they will be allocated only to the Community Heritage Preservation Grant project described in this application and titled:

F.B. Woodley Elementary Renovations

Project Title

Mayor Toby Barker

Name and Title of Authorized Representative

[Signature]

Signature

9/26/2019

Date

Applicants are strongly encouraged to submit appropriate documentation of the matching share (copies of bank statements, etc.) to this page. Please note that applications without documentation may not receive full credit for the matching share.



STATEMENT OF UNDERSTANDING

With respect to grants received from MDAH, applicants indicate by their signatures they have read, understand, and agree to this Statement of Understanding. Failure to comply will result in cancellation:

1. This is a request for consideration for a grant and does not constitute a commitment for funding from the Community Heritage Preservation Grant Program administered by MDAH.
2. Individuals submitting this grant request on behalf of applicants have the necessary authority to request consideration of this project by MDAH.
3. This is a matching grant program in which only a portion of the total project cost can be supplied by the grant funds; matching share will be supplied by applicants in the form of cash. In-kind matches will not be considered or credited to applicants. Projects with a cash match larger than 20% will score higher; however, any amount offered as a match must be guaranteed. **There will be no amendments to lower the match percentage amount.**
4. No work covered in this application is to begin until applicants have been notified in writing that funds have been awarded and have accepted in writing the terms and conditions of the grant. No work is to begin until the work has been approved by the Permit Committee and applicants have received an official **Mississippi Landmark Permit**.
5. If a grant is received, a 25-year preservation and maintenance covenant must be submitted to MDAH in which the grantee agrees to maintain the property and not abandon it. Covenants are transferable.
6. If a grant is received, all obligations for material work are to be paid by the grantee, who will then receive reimbursement from the Department of Finance and Administration, based on prior agreement and approval by MDAH.
7. The availability of funds for reimbursable expenses incurred by grantees is dependent upon the authorization and sale of legislatively approved general obligation bonds by the Mississippi State Bond Commission. Until the Commission sells the bonds, reimbursement funds will not be available.
8. Grants will be administered in accordance with all applicable state laws, regulations, policies, requirements, and guidelines, including Title VI of the 1964 Civil Rights Act, non-discrimination on the basis of handicap, and equal employment opportunity and labor laws.
9. Projects shall be carried out pursuant to the relevant treatment in The Secretary of the Interior's *Standards for the Treatment of Historic Properties* as outlined in Appendix B and the *International Existing Building Code 2012*.
10. Procurement actions will be conducted in accordance with the State of Mississippi bidding and procurement laws.

COMMUNITY HERITAGE PRESERVATION GRANT PROGRAM—ROUND 13



11. All costs charged to the grant project will be in payment of approved budget items.
12. Adequate resources will be available for the completion of the proposed project and the continued operation of the site.
13. An adequate financial management system (and audit procedure when deemed applicable) will be maintained to provide control of all property, funds, and assets during the grant period.
14. The project, if funded, will be carried out in accordance with the guidelines set forth by the Historic Preservation Division of MDAH and will be completed within the allotted time. **Projects will not be extended.** Additionally, there are benchmarks that must be met during the grant period in order to keep a project on schedule. Failure to meet the benchmarks could lead to the cancellation of a project.
15. Applicants will cooperate with the staff of MDAH in meeting all the above requirements.
16. Additional administrative requirements and project-specific conditions may be a part of any grant offer made by MDAH as a result of this application.
17. **Failure to comply with the conditions set forth in this Statement of Understanding will result in cancellation of the grant.**

The applicant recognizes and agrees that any state financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the State of Mississippi reserves the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and on the person or persons whose signature appear below and who is/are authorized to sign this assurance on behalf of the applicant.

City of Hattiesburg

09/26/2019

Name of Applicant/Project Sponsor

Date

Mayor Toby Barker

Name and Title of Authorized Representative

A handwritten signature in blue ink, appearing to read "Toby Barker", is written over a horizontal line.

Signature



TITLE AND INSURANCE CERTIFICATION

State funds cannot be invested in projects without assurance that the grantee possesses clear and unencumbered title to the property involved in the proposed project, and has the property adequately insured to protect the state's investment.

I certify that the property involved is owned and sufficiently insured by the applicant identified below, and that the building will be used for the Community Heritage Preservation Grant project described in this application and titled:

F.B. Woodley Elementary Renovations

Project Title

City of Hattiesburg

Applicant

Mayor Toby Barker

Name and Title of Authorized Representative

Toby Barker

Signature

09/26/2019

Date

Applicants are strongly encouraged to submit appropriate documentation of ownership and title (copies of deeds, certificates of title, insurance policies, etc.) with this form. Please note that applications without documentation may not be considered for grant awards.

F.B. Woodley Elementary Renovations

Project Narrative

The first of Hattiesburg's schools was reportedly a "little log house" situated between Gordon's Creek and Main Street in 1882. Ten years later, Hattiesburg was declared a separate school district and the first superintendent was named. F.B. Woodley, who would later become the namesake of F.B. Woodley Elementary school, served as superintendent from 1901 until 1921. His death was in 1949—the same year that the construction of Woodley Elementary School was completed. The school was built as a result of the population expanding westward. Woodley Elementary is centrally located within Hattiesburg Public School District and surrounded by a thriving neighborhood. It has historically been a high-performing school and now serves over 400 students in grades PK-5.

A number of repairs and upgrades are needed at Woodley Elementary, in order to ensure the longevity of the building and enhance its ability to serve the student population. The proposed project includes exterior waterproofing and repainting, replacing lighting, cafeteria and auditorium upgrades, interior painting and replacement of door hardware, structural repairs, and HVAC upgrades.

The most crucial repairs needed are structural repairs, due to the settling of the building over time. The foundation is sinking in several areas, to the extent that some of the doors will not open or close properly. If not addressed, the settling of the building could eventually progress into a safety hazard. Structural repairs to address the settling of the building will stop the progression of this deteriorating condition and correct the existing issues caused by the settling.

Waterproofing and repainting the exterior of the building is also highly important at this point in time, because the building is currently experiencing moisture penetration, which is causing wall plaster issues in several places. The building will continue to deteriorate if the moisture penetration is not addressed. Waterproofing and repainting will help prevent future moisture damage from occurring.

The school is also in need of more effective and energy-efficient lighting. For this reason, Hattiesburg Public School District would like to upgrade the existing interior and exterior lighting to LED lighting. If LED lighting is installed, this will make the rooms brighter and will also help with long-term cost savings by making the building more energy-efficient.

Cafeteria and auditorium renovations are also needed. Cafeteria and auditorium upgrades will include replacing the lower ceiling and lighting, as well as painting. These repairs are essential for heating and cooling purposes and to improve the aesthetics of both spaces.

Interior painting is also needed as the paint is damaged in many areas, especially the areas that have experienced moisture damage and areas where structural settling is apparent. Additional interior work includes the upgrade of door hardware. Some of the doors remaining in the school are from 1950, and these doors need to be upgraded with panic hardware for safety reasons.

F.B. Woodley Elementary Renovations

Project Narrative

Finally, the age and condition of Woodley Elementary's current HVAC system is a cause for concern. The current HVAC system was last upgraded 30 years ago. As time goes on, the system becomes more unreliable and requires more repairs. Additionally, several of the parts to the current HVAC system are extremely hard to find or non-existent due to the system's age. HVAC upgrades are needed to replace the 30-year old system with more reliable machines, and to ensure that replacement parts can be found when needed. If the HVAC system is not upgraded soon, the school district will continue to spend money on costly repairs.



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, October 8, 2019

Re: Designate The Spectrum Center's Annual Pine Belt Pride event, to be held Saturday, October 12, 2019, at Town Square Park, as a city approved event for the purposes described in Ordinance 3148.
File Number: 2019-202
Minute Book #

Summary

Designate The Spectrum Center's Annual Pine Belt Pride event, to be held Saturday, October 12, 2019, at Town Square Park, as a city approved event for the purposes described in Ordinance 3148.

Recommendation Statement

Please place this on the October 8, 2019 City Council meeting for consideration.

ORDINANCE NUMBER 3148
OF THE
CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE AMENDING ORDINANCE NO. 2103
ADOPTED 2-8-83, AMENDING THE REGULATIONS FOR POSSESSION OR
CONSUMPTION OF ALCOHOLIC BEVERAGES, BEER OR LIGHT WINE IN
CERTAIN PLACES AND CREATING EXCEPTIONS FOR SPECIAL EVENTS; AND
ADDING CHAPTER 3-9

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

SECTION 1: That the purpose of this ordinance is to amend Chapter 3-7 of the Code of Ordinances, regulating the consumption of alcoholic beverages, beer or light wine in certain places; creating exceptions for special events; adding Chapter 3-9.

SECTION 2: That section 1 of Ordinance Number 2103 be and the same is hereby amended to read as follows:

“It shall be unlawful for any person, group association, or any and all legal entities recognized by law to possess or consume alcoholic beverages, beer or light wine, as defined by any statute of this state, in the city hall, municipal school buildings, stadiums, any public playgrounds, or public parks, or clubhouses situated therein, or any fire station, or on any and all other public grounds, buildings, parks and places owned, maintained or operated by the city; except, that this section shall not apply to any individuals, groups or associations utilizing any municipally owned building under a written lease or rental agreement granted by the city; and it shall be unlawful for any person to consume any alcoholic beverage, beer, or light wine on any public street, sidewalk or alley owned, maintained or operated by the city, except that it shall **not** be unlawful for any person to consume beer or light wine on streets in the downtown area that have been closed to vehicular traffic for special events that are sponsored or approved by the City of Hattiesburg; during said City-sponsored or approved events in the downtown area, no beer or light wine may be possessed in or consumed from glass containers.”

SECTION 3: The sale and/or consumption of beer and light wine shall be allowed on public property and on streets in the downtown area that have been closed to vehicular traffic for special events that are sponsored or approved by the City of Hattiesburg; sale of beer and light wine shall be allowed by any downtown business that possesses a current permit for the sale of beer and light wine and that has obtained any additional permits required by the Mississippi Department of Revenue for such sales. During said City-sponsored or approved events in the downtown area, no beer or light wine may be consumed, or sold for possession in or consumption from, glass containers. To receive City approval, event sponsor(s) shall submit a request in writing, addressed to the Mayor and City Council, outlining the date, time, place and purpose of the event, at least four weeks in advance of the event or in time to be placed on the City Council agenda for action by the City. The downtown area is defined in the attached city

map; location in the downtown area in no way implies or conveys automatic approval for an exception to the regulations for possession or consumption of alcoholic beverages, beer or light wine. Requests for events located outside the defined downtown area will be considered on a case-by-case basis.

SECTION 4. That except as hereby expressly changed and amended, Ordinance Number 2103, adopted February 8, 1983, shall be and does remain in full force and effect as adopted.

SECTION 5. This Ordinance shall take effect and be in force within the time and manner provided by law.

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

YEAS: Bradley
Delgado
Dryden
Naylor

NAYS: None ABSENT: Carroll

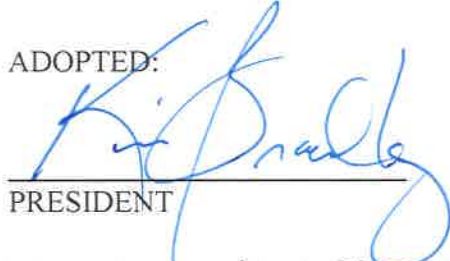
THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 16th day of December A.D., 2014.

(S E A L)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

THE above foregoing Ordinance having been submitted to and approved by the Mayor, this the 16th day of December, A.D., 2014.

ATTEST:

APPROVED:

DEPUTY CITY CLERK

MAYOR



HISTHAT-01

OWITTELSBERGER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/5/2019

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 Maury, Donnelly & Parr 24 Commerce St. Baltimore, MD 21202	CONTACT NAME:		
	PHONE (A/C, No, Ext): (410) 685-4625	FAX (A/C, No): (410) 685-3071	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		
INSURED Historic Hattiesburg Downtown Association 723 N. Main Street Hattiesburg, MS 39401	INSURER A : CNA Insurance Companies		NAIC # 52412
	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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		6021101155	6/1/2019	6/1/2020	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	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 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N 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)
City of Hattiesburg is listed as an additional insured.

CERTIFICATE HOLDER

CANCELLATION

City of Hattiesburg 200 Forrest Street Hattiesburg, MS 39401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones

cc:

Date: Tuesday, October 8, 2019

Re: Authorize Mayor to execute Tri-Party Agreement, in triplicate, between City of Hattiesburg, South Mississippi Planning and Development District, and Goff Investments, LLC for participation in the Commercial Redevelopment Incentive Program for redevelopment of property located at 142 East Front Street.
File Number: 2019-209
Minute Book #

Summary

Requesting approval to execute Tri-Party Agreement between City of Hattiesburg, SMPDD, and Goff Investments, LLC to redevelop a property at 142 East Front Street as part of the City's Commercial Redevelopment Program. This property is located in Ward 4.

Recommendation Statement

I recommend the approval of this agreement.

Please place this on the October 8, 2019 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, October 8, 2019

Re: Acknowledge receipt of City of Hattiesburg, Mississippi combined water and sewer systems audited financial statements for fiscal year ending September 30, 2018.
File Number: 2019-206
Minute Book #

Summary

Recommendation Statement

Please place this on the October 8, 2019 City Council meeting for consideration.

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

FINANCIAL STATEMENTS

Year Ended September 30, 2018

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

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INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and City Council
City of Hattiesburg, Mississippi
Hattiesburg, Mississippi

We have audited the accompanying financial statements of the City of Hattiesburg, Mississippi Combined Water and Sewer System (the System), the proprietary fund included in the basic financial statements of the City, as of and for the year ended September 30, 2018, and the related notes to the financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes 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.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk



HATTIESBURG
2 Southern Pointe Parkway, Suite 100
Hattiesburg, MS 39401-8025

P. O. Drawer 15099
Hattiesburg, MS 39404-5099

COLUMBIA
150 Old Highway 98 E
Columbia, MS 39429-6447

P. O. Box 609
Columbia, MS 39429-0609

GULFPORT
2019 23rd Avenue
Gulfport, MS 39501-2968

P. O. Box 1842
Gulfport, MS 39502-1842

To the Honorable Mayor and City Council
City of Hattiesburg, Mississippi

assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion the financial statements referred to above present fairly, in all material respects, the financial position of the City of Hattiesburg Combined Water and Sewer System as of September 30, 2018, and the changes in its financial position and cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

The Reporting Entity

As described in Note 1, the financial statements present only the City of Hattiesburg, Mississippi Combined Water and Sewer System and do not purport to, and do not present fairly the financial position of the City of Hattiesburg, Mississippi, as of September 30, 2018, the changes in its financial position, or, where applicable, its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

To the Honorable Mayor and City Council
City of Hattiesburg, Mississippi

Other Matters

Required Supplementary Information

Management has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.



Hattiesburg, Mississippi
June 13, 2019

EXHIBIT A

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**STATEMENT OF NET POSITION
SEPTEMBER 30, 2018**

CURRENT ASSETS

Cash and cash equivalents - unrestricted	\$ 8,415,802
Cash with fiscal agent	21,748,960
Accounts receivable - trade (net of allowance for doubtful accounts of \$3,069,493)	1,514,996
Total current assets	<u>31,679,758</u>

NONCURRENT ASSETS

Capital assets	
Land	321,243
Construction in progress	7,288,558
Infrastructure, net	100,279,244
Buildings and improvements, net	168,333
Machinery and equipment, net	391,850
Total noncurrent assets	<u>108,449,228</u>

<i>Total assets</i>	<u>140,128,986</u>
----------------------------	---------------------------

DEFERRED OUTFLOWS OF RESOURCES

Related to pensions	393,394
Related to OPEB	1,250
Prepaid bond insurance	146,598
<i>Total deferred outflows</i>	<u>541,242</u>

CURRENT LIABILITIES

Due to governmental funds	201,636
Sales tax payable	17,658
Accounts payable	1,740,876
Accrued wages and benefits	54,915
Accrued interest payable	522,850
Unamortized bond premium - current	45,384
Revenue bonds - current	3,010,000
General obligation bonds - current	2,159,000
General obligation note payable - current	24,683
Compensated absences - current	22,994
Total current liabilities	<u>7,799,996</u>

The notes to the financial statements are an integral part of this statement.

EXHIBIT A
PAGE TWO

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**STATEMENT OF NET POSITION
SEPTEMBER 30, 2018**

NON-CURRENT LIABILITIES

Revenue bonds	\$ 54,935,000
General obligation bonds	8,141,000
Unamortized bond premium	301,649
Compensated absences	130,301
Net pension liability	4,694,270
Net OPEB liability	603,569
Customer meter deposits	1,560,089
Total non-current liabilities	<u>70,365,878</u>

<i>Total liabilities</i>	<u>78,165,874</u>
---------------------------------	-------------------

DEFERRED INFLOWS OF RESOURCES

Related to pensions	81,692
Deferred revenues	<u>562,149</u>

<i>Total deferred inflows</i>	<u>643,841</u>
--------------------------------------	----------------

NET POSITION

Net investment in capital assets	39,832,512
Restricted for debt service	8,094,960
Unrestricted	<u>13,933,041</u>

<i>Total net position</i>	<u>\$ 61,860,513</u>
----------------------------------	----------------------

EXHIBIT B

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
YEAR ENDED SEPTEMBER 30, 2018**

OPERATING REVENUES

Water charges	\$ 10,985,049
Sewer charges	11,437,574
Sewer connections	127,169
Turn-on fees	58,905
Taps	212,373
Total operating revenues	<u>22,821,070</u>

OPERATING EXPENSES

Personal services	2,785,900
Other services and charges	9,346,336
Supplies and expenses	760,017
Depreciation	3,803,227
Other operating expenses	873,505
Total operating expenses	<u>17,568,985</u>

OPERATING INCOME

5,252,085

NON-OPERATING REVENUES (EXPENSES)

Interest revenue	300,545
Interest expense	(2,446,012)
Intergovernmental revenue	228,348
Other revenues	98,280
Total non-operating revenues (expenses)	<u>(1,818,839)</u>

INCOME BEFORE TRANSFERS

3,433,246

Transfers out	<u>(500,000)</u>
---------------	------------------

CHANGE IN NET POSITION

2,933,246

NET POSITION - beginning

59,332,924

Prior period adjustment	<u>(405,657)</u>
-------------------------	------------------

NET POSITION - beginning, as adjusted

58,927,267

NET POSITION - ending

\$ 61,860,513

The notes to the financial statements are an integral part of this statement.

EXHIBIT C
PAGE 1 OF 2

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**STATEMENT OF CASH FLOWS
YEAR ENDED SEPTEMBER 30, 2018**

CASH FLOWS FROM OPERATING ACTIVITIES

Receipts from customers	\$ 22,747,957
Payments to suppliers and service providers	(9,898,735)
Payments to employees for salaries and benefits	(2,509,865)
Net cash provided by operating activities	<u>10,339,357</u>

***CASH FLOWS FROM NONCAPITAL FINANCING
ACTIVITIES***

Transfers to other funds	<u>(500,000)</u>
Net cash used by noncapital financing activities	<u>(500,000)</u>

***CASH FLOWS FROM CAPITAL AND RELATED
FINANCING ACTIVITIES***

Principal payments - bonds and notes	(5,037,001)
Intergovernmental cash receipts	228,348
Acquisition and construction of capital assets	(8,843,957)
Other receipts (payments)	98,280
Interest paid on capital debt	(2,503,002)
Net cash used by capital and related financing activities	<u>(16,057,332)</u>

CASH FLOWS FROM INVESTING ACTIVITIES

Interest Income	<u>300,545</u>
Net cash provided by investing activities	<u>300,545</u>

NET DECREASE IN CASH AND CASH EQUIVALENTS (5,917,430)

CASH AND CASH EQUIVALENTS - Beginning 36,082,192

CASH AND CASH EQUIVALENTS - Ending \$ 30,164,762

Displayed on Exhibit A as:

Cash and cash equivalents	\$ 8,415,802
Cash with fiscal agent	<u>21,748,960</u>
	<u><u>\$ 30,164,762</u></u>

EXHIBIT C
PAGE 2 OF 2

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**STATEMENT OF CASH FLOWS
YEAR ENDED SEPTEMBER 30, 2018**

**RECONCILIATION OF OPERATING INCOME TO NET
CASH PROVIDED BY OPERATING ACTIVITIES:**

OPERATING INCOME	\$	5,252,085
ADJUSTMENTS TO RECONCILE OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES:		
Depreciation expense		3,803,227
Changes in assets and liabilities:		
(Increase) in accounts receivable - trade		(217,239)
Decrease in other receivables		57,000
Decrease in prepaid insurance - bonds		41,781
Decrease in deferred outflows relating to pensions		73,293
(Increase) in deferred outflows related to OPEB		(1,250)
Increase in accounts payable		936,729
Increase in wages and benefits payable		7,842
Increase in customer meter deposits		143,334
(Decrease) in sales tax payable		(1,168)
Increase in due to other governmental funds		102,613
Increase in compensated absences		56,238
Increase in net pension liability		90,376
Increase in OPEB liability		46,340
Increase in deferred inflows related to pensions		3,196
(Decrease) in deferred revenues		(55,040)
Total adjustments		<u>5,087,272</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	\$	<u><u>10,339,357</u></u>

The notes to the financial statements are an integral part of this statement.

NOTES TO FINANCIAL STATEMENTS

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2018**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The summary of significant accounting policies of the City of Hattiesburg Combined Water and Sewer System (the System) is presented to assist in the understanding of the financial statements. The financial statements and notes are representations of the System's management, which is responsible for their integrity and objectivity.

Reporting Entity - These financial statements present only the activity of the System, which is a department of the City of Hattiesburg, and consists of all departmental accounting funds and activities that comprise the System. These financial statements do not include financial data for the City of Hattiesburg as a whole or its other departments and activities.

The System includes the sewage treatment plant, sewage pumping stations and collection systems, and the water distribution system. It is operated as an enterprise fund of the City of Hattiesburg (the City) and is therefore included in the City's annual financial statements. Enterprise fund types are proprietary funds used to account for operations that are financed and operated in a manner similar to private business enterprises. Enterprise funds are utilized when the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges. Enterprise funds are also utilized where the governing body has decided the periodic determination of revenues earned, expenses incurred, and net income is appropriate for capital maintenance, public policy, management control, accountability or other purposes.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation - The System's financial statements are reported using the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The System uses internal accounting funds for budgetary and management purposes and to distinguish accounts by function or activity. These internal funds do not represent accounting funds as defined under U.S. generally accepted accounting principles, but instead are departments within the enterprise fund, which includes all System accounts. As a general rule, the effect of the System's interfund activity has been eliminated.

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**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE TWO
YEAR ENDED SEPTEMBER 30, 2018**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Operating revenues and expenses are distinguished from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods or services in connection with an enterprise fund's principal ongoing operations. The principal operating revenues of the System are charges to customers for sales and services. The System also recognizes as operating revenue the portion of tap fees intended to recover the cost of connecting new customers to the System. Operating expenses include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the System's policy to use restricted resources first, then unrestricted resources as they are needed.

Cash and Cash Equivalents - For purposes of the statement of cash flows, cash and cash equivalents consist of cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

Receivables - Trade accounts receivable are attributable to customers' unpaid balances at year-end for charges for services. The System estimates the allowance for doubtful water and sewer account balances based upon a review of balances and status of customer accounts and upon consideration of historical collection trends and other factors.

Prepaid Items - Any payments to vendors that reflect costs applicable to future accounting periods are presented as prepaid items in the statement of net position.

Capital Assets - Capital assets, including land, buildings, equipment, and infrastructure assets, that are purchased or constructed are recorded at historical cost. Donated capital assets are recorded at estimated fair market value at the date of donation.

A capitalization threshold of \$5,000 is used for all capital assets with an estimated useful life in excess of two years. The costs of normal maintenance and repairs that do not add to the value of an asset or materially extend assets' lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital asset additions or renovations is capitalized into construction in progress while the projects are in progress and included as part of the capitalized value of the relevant assets upon project completion.

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE THREE
YEAR ENDED SEPTEMBER 30, 2018**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Property, plant, and equipment are depreciated using the straight line method over the following estimated useful lives:

Water and sewer systems	18 - 50 years
Buildings and improvements	20 - 50 years
Machinery and equipment	5 - 10 years

Deferred Outflows of Resources - In addition to assets, the statement of net position reports a separate section for deferred outflows of resources. This separate financial statement element represents a consumption of net position that applies to future periods and is not recognized as an outflow of resources, or expense, until then. The System reports prepaid insurance on the Water and Sewer Revenue Bonds as a deferred outflow of resources. In addition, the System reports certain amounts related to pensions, including contributions to the employee pension plan subsequent to the measurement date of the actuarial valuation for the plan and OPEB, as deferred outflows of resources.

Deferred Inflows of Resources - Deferred inflows of resources are a separate financial statement element that represents an acquisition of net position or fund balance that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. The System reports pension related items resulting from the difference between estimated and actual return on pension plan investments, which are being amortized over a five year period using the straight-line method, as deferred inflows of resources. The System also reports prepaid revenues from cell tower contracts, which are being amortized over a fifteen year period using the straight-line method, as deferred inflows of resources.

Long-term Bonds - Bonds payable are reported net of applicable bond premiums or discounts. Such discounts and premiums are amortized over the life of the related bonds. Bond issuance costs, other than prepaid insurance costs, are recognized as expenses in the period incurred. Prepaid insurance costs are reported as an asset and are recognized as expenses over the duration of the related debt.

Net Pension Liability - For purposes of measuring the net pension liability, deferred outflows and inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the System's pension plans and additions to/deductions from the plan's net position have been determined on the same basis as they are reported by Public Employees' Retirement System of Mississippi. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Member contributions are recognized in the period in which they are earned. Investments are reported at fair value.

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE FOUR
YEAR ENDED SEPTEMBER 30, 2018**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Compensated Absences - It is the City's policy to permit employees to accumulate earned but unused vacation, sick pay, overtime, and holiday pay benefits. There is no liability for unpaid accumulated sick leave since the City does not have a policy to pay any amounts when employees separate from service with the government. All vacation, overtime, and holiday pay is accrued when incurred.

Net Position - The System's statement of net position presents financial information on all of the System's assets, liabilities and deferred inflows and outflows of resources, with the difference reported as net position. Net position invested in capital assets is presented net of related debt and consists of capital assets net of accumulated depreciation, reduced by the outstanding balances (excluding unspent proceeds) of any borrowing used for the acquisition, construction or improvement of those assets. Net position is reported as restricted when there are limitations imposed on its use either through enabling legislation, laws or regulations of other governments, or by external groups such as creditors, grantors, or contributors. The residual component of net position is reported as unrestricted.

Budgets and Budgetary Accounting - The System's annual budget is included in the legally adopted budget of the City. The City's Chief Financial Officer is authorized to transfer budgeted amounts within departments within the published expense categories; however, any revisions that alter the total expenses of any budgeted fund must be approved by the City Council. Cumulative increases to departmental expenses in excess of 10% must also be published in the local newspaper.

Each internal accounting fund's appropriated budget is prepared on a detailed line item basis. Revenues are budgeted by source. Pursuant to the Mississippi State Department of Audit's prescribed format, expenses are budgeted by department and class as follows: personal services, supplies, other services and charges, capital outlays, transfers, and debt service. This constitutes the legal level of control. Expenses may not exceed appropriations at this level.

Encumbrances arise from the issuance of purchase orders, which must be within the adopted budgetary limits. Encumbrances are recorded when purchase orders are issued but are not considered expenses until liabilities for payments are incurred upon receipt of goods or services. Encumbrances do not lapse at the close of the fiscal year but are carried forward. (If necessary, subsequent year budgets are amended to cover prior year encumbrances.)

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**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE FIVE
YEAR ENDED SEPTEMBER 30, 2018**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Use of Estimates - The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions. This affects the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses recognized during the reporting period. Actual results could differ from these estimates. Significant estimates include useful lives and any indicated impairment of capital assets, the allowance for doubtful customer accounts receivable, and liabilities for the employee health insurance plan, pensions, and other postemployment benefits and the current and long-term portions of compensated absences.

NOTE 2 - PRIOR PERIOD ADJUSTMENT

The prior period adjustment reflected on the Statement of Revenues, Expenses, and Changes in Net Position is presented below:

<u>Explanation</u>	<u>Amount</u>
<i>Change in Accounting Standard:</i>	
To adjust beginning balance of net OPEB liability	\$ (405,657)
Total	<u>\$ (405,657)</u>

NOTE 3 - DEPOSITS

Deposits - Pursuant to City policy, the City maintains System depository accounts in financial institutions which are approved as public depositories under the Mississippi Statewide Public Funds Collateral Program. Under this program, which is administered by the Office of the State Treasurer, financial institutions holding deposits of public funds must pledge securities as collateral against those deposits, and such collateral is held in the name of the State Treasurer under provision of Section 27-105-5, Miss. Code Ann. (1972). In the event of failure of a financial institution, securities pledged by that institution would be liquidated by the State Treasurer to replace the public deposits not covered by the Federal Depository

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**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE SIX
YEAR ENDED SEPTEMBER 30, 2018**

NOTE 3 - DEPOSITS (Cont.)

Insurance Corporation (FDIC). Through the Statewide Public Funds Collateral Program, the System's funds are protected from custodial credit risk that, in the event of a financial institution's failure, the System's deposits may not be returned to it. As of September 30, 2018, the System's deposits in financial institutions were not exposed to custodial credit risk because all deposits were in financial institutions approved under the State Treasurer's collateral pool program.

The carrying amount of the System's deposits with financial institutions was \$8,415,202 as of September 30, 2018, including \$1,560,089 held for customer meter deposits.

Custodial Credit Risk - Deposits - Custodial credit risk is defined as the risk that, in the event of a financial institution's failure, the government's deposits may not be returned to it. The City does not have a deposit policy for custodial credit risk. As of September 30, 2018, the System's bank balance was not exposed to custodial credit risk.

Cash With Fiscal Agents - The System maintains balances in fiscal agent accounts held at approved State depositories. These balances represent amounts set aside for payment of debt service and related fees and expenses on revenue bonds, along with balance of unexpended proceeds of such bonds set aside for project construction under terms of underlying debt agreements. The carrying amount of the System's cash with fiscal agents at September 30, 2018 totaled \$21,748,960.

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**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE SEVEN
YEAR ENDED SEPTEMBER 30, 2018**

NOTE 4 - CAPITAL ASSETS

Capital asset activity for the System for the year ended September 30, 2018, was as follows:

	Beginning Balance	Additions	Retirements	Ending Balance
Capital assets not being depreciated:				
Land	\$ 321,243	\$ -	\$ -	\$ 321,243
Construction in progress	1,851,863	8,811,718	(3,375,023)	7,288,558
Total capital assets not being depreciated	<u>2,173,106</u>	<u>8,811,718</u>	<u>(3,375,023)</u>	<u>7,609,801</u>
Capital assets being depreciated:				
Buildings and improvements	478,071	-	-	478,071
Machinery and equipment	9,065,410	32,239	-	9,097,649
Infrastructure	131,232,793	3,375,023	-	134,607,816
Total capital assets being depreciated	<u>140,776,274</u>	<u>3,407,262</u>	<u>-</u>	<u>144,183,536</u>
Less accumulated depreciation for:				
Buildings and improvements	300,585	9,153	-	309,738
Machinery and equipment	8,521,241	184,558	-	8,705,799
Infrastructure	30,719,056	3,609,516	-	34,328,572
Total accumulated depreciation	<u>39,540,882</u>	<u>3,803,227</u>	<u>-</u>	<u>43,344,109</u>
Total capital assets being depreciated, net	<u>101,235,392</u>	<u>(395,965)</u>	<u>-</u>	<u>100,839,427</u>
Capital assets, net	<u><u>\$ 103,408,498</u></u>	<u><u>\$ 8,415,753</u></u>	<u><u>\$ (3,375,023)</u></u>	<u><u>\$ 108,449,228</u></u>

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE EIGHT
YEAR ENDED SEPTEMBER 30, 2018**

NOTE 5 - INTERFUND RECEIVABLES, PAYABLES, AND TRANSFERS

Balances due from the System to governmental funds of the City at September 30, 2018, consisted of the following:

\$	8,104	Due to the City's General Fund for insurance expenses
	8,289	Due to the City's General Fund for System debt payments
	<u>185,243</u>	Due to the City's General Fund for trash and recycling fees
<u>\$</u>	<u>201,636</u>	Total Due to Governmental Funds

The outstanding balances between System funds and other funds of the City result from the time lag between the dates that interfund goods and services are provided or reimbursable expenses occur and the dates that payments between funds are made. These interfund balances are generally settled within one year of the date incurred.

Interfund transfers made from the System to other funds of the City for the year ended September 30, 2018, were as follows:

\$	500,000	Transferred to the City's General Fund for administrative and debt service costs
	<u>500,000</u>	
<u>\$</u>	<u>500,000</u>	Total Transfers to Governmental Funds

Interfund transfers are authorized components of the City's budget and are typically used to move unrestricted revenues to other funds to finance various programs for the City or to reimburse other funds for expenses paid on the System's behalf.

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**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE NINE
YEAR ENDED SEPTEMBER 30, 2018**

NOTE 6 - LONG-TERM LIABILITIES

General Obligation Bonds

The City issues general obligation bonds to provide funds for the acquisition and construction of major System capital facilities. Although such general obligation bonds are backed by the full faith and credit of the City, this debt is expected to be repaid from System funds and is thus reported in the System's statement of net position in accordance with U.S. generally accepted accounting principles. General obligation bonds are generally issued as serial bonds with essentially level principal and interest payments maturing each year with maturities that range from 5 to 20 years. General obligation bonds outstanding for the System at September 30, 2018, were as follows:

<u>General Obligation Bonds</u>	<u>Sale Date</u>	<u>Original Borrowing</u>	<u>Interest Rates to Maturity</u>	<u>Final Maturity</u>	<u>Outstanding 9/30/2018</u>
Public Improvements	2010	\$ 7,500,000	2.75 - 3.80% *	2030	\$ 2,525,000
Public Improvements	2015	4,605,000	2.00 - 3.00% *	2024	3,435,000
Public Improvements	2016	7,125,000	1.60%	2021	<u>4,340,000</u>
Total					<u><u>\$ 10,300,000</u></u>

* Interest rates vary by maturity block of bonds.

Revenue Bonds

The City issues revenue bonds to provide funds for the acquisition and construction of System infrastructure and related improvements and system rehabilitation. These bonds are secured by System operating revenues and are subject to the requirements of the respective revenue bond documents. These bond documents include important parity debt requirements with the issuance of each new series of revenue bonds and require annual net revenue tests to be performed in accordance with the prescribed calculations.

Bonds are generally issued as serial bonds with essentially level principal and interest payments maturing each year with maturities that range from 5 to 25 years. Revenue bonds outstanding at September 30, 2018, were as follows:

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE TEN
YEAR ENDED SEPTEMBER 30, 2018**

NOTE 6 - LONG-TERM LIABILITIES (Cont.)

Revenue Bonds	Sale Date	Original Borrowing	Interest Rates to Maturity	Final Maturity	Outstanding 9/30/2018
W&S Revenue Project, Series 2012	2012	\$ 12,500,000	2.50 - 5.00% *	2032	\$ 9,560,000
W&S Refunding Bonds, Series 2014	2014	28,000,000	3.00 - 5.00% *	2038	27,800,000
W&S Refunding Bonds, Series 2016	2016	25,000,000	3.03%	2026	20,585,000
Total					\$ 57,945,000

* Interest rates vary by maturity block of bonds.

State Revolving Loan Fund (SRF) Note

In addition to general obligation and revenue bonds, the City has utilized financing available under the State of Mississippi Revolving Loan Fund (SRF) program to provide funds for qualified sewer projects. Monthly principal and interest payments for the repayment of this note is deducted from the City's monthly sales tax diversion payments from the Mississippi Department of Revenue, with monthly reimbursements to the City's general fund being made from System operating revenues, as authorized by the City's legally adopted budget. The SRF note outstanding at September 30, 2018, was as follows:

SRF Note	Sale Date	Original Borrowing	Interest Rate to Maturity	Final Maturity	Outstanding 9/30/2018
SRF #3	1999	\$ 1,293,195	4.50%	2019	\$ 24,683
Total					\$ 24,683

Compensated Absences

The System accrues vested or accumulated vacation leave, holiday leave, and accrued overtime. The portion of such accrued compensated absences that is expected to be paid after one year is included in noncurrent liabilities. In accordance with the provisions of applicable accounting standards, no liability is recorded for nonvesting accumulating rights to receive sick pay benefits.

**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE ELEVEN
YEAR ENDED SEPTEMBER 30, 2018**

NOTE 6 - LONG-TERM LIABILITIES (Cont.)

Accrued compensated absences at September 30, 2018, consisted of the following:

Accrued vacation pay	\$ 151,399
Accrued overtime pay	<u>1,896</u>
<i>Total compensated absences</i>	<u><u>\$ 153,295</u></u>

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**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE TWELVE
YEAR ENDED SEPTEMBER 30, 2018**

NOTE 6 - LONG-TERM LIABILITIES (Cont.)

Changes in Long-Term Liabilities

Changes in the System's long-term liabilities for the year ended September 30, 2018, were as follows:

	Balance 9/30/2017	Additions	Reductions	Balance 9/30/2018	Due Within One Year
Bonds and notes payable:					
General obligation bonds	\$ 12,411,000	\$ -	\$ (2,111,000)	\$ 10,300,000	\$ 2,159,000
Revenue bonds	60,775,000	-	(2,830,000)	57,945,000	3,010,000
State revolving loan fund note	120,683	-	(96,000)	24,683	24,683
Unamortized premium on bonds	392,417	-	(45,384)	347,033	45,384
Total bonds and notes payable	<u>73,699,100</u>	<u>-</u>	<u>(5,082,384)</u>	<u>68,616,716</u>	<u>5,239,067</u>
Compensated absences	<u>97,057</u>	<u>56,238</u>	<u>-</u>	<u>153,295</u>	<u>22,994</u>
Long-term liabilities	<u><u>\$ 73,796,157</u></u>	<u><u>\$ 56,238</u></u>	<u><u>\$ (5,082,384)</u></u>	<u><u>\$ 68,770,011</u></u>	<u><u>\$ 5,262,061</u></u>

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**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE THIRTEEN
YEAR ENDED SEPTEMBER 30, 2018**

NOTE 6 - LONG-TERM LIABILITIES (Cont.)

The debt service requirements for the System's bonds and notes are as follows:

Year Ending September 30,	G.O. Bonds and Notes		State Revolving Loan Fund Note	
	Principal	Interest	Principal	Interest
2019	\$ 2,159,000	\$ 225,154	\$ 24,683	\$ 185
2020	2,206,000	184,665	-	-
2021	2,260,000	145,109	-	-
2022	815,000	101,359	-	-
2023	850,000	77,359	-	-
2024-2028	1,490,000	194,710	-	-
2029-3031	520,000	25,384	-	-
Total	\$ 10,300,000	\$ 953,740	\$ 24,683	\$ 185

Year Ending September 30,	Revenue Bonds		Total Bonds and Notes	
	Principal	Interest	Principal	Interest
2019	\$ 3,010,000	\$ 2,124,593	\$ 5,193,683	\$ 2,349,932
2020	3,155,000	2,032,550	5,361,000	2,217,215
2021	3,240,000	1,936,961	5,500,000	2,082,070
2022	3,535,000	1,836,225	4,350,000	1,937,584
2023	4,325,000	1,719,190	5,175,000	1,796,549
2024-2028	17,635,000	6,461,086	19,125,000	6,655,796
2029-3033	10,995,000	3,948,154	11,515,000	3,973,538
2034-2038	9,795,000	1,747,906	9,795,000	1,747,906
2039	2,255,000	53,863	2,255,000	53,863
Total	\$ 57,945,000	\$ 21,860,528	\$ 68,269,683	\$ 22,814,453

During the year ended September 30, 2018, interest expense paid for the System's long-term liabilities totaled \$2,446,012.

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**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE FOURTEEN
YEAR ENDED SEPTEMBER 30, 2018**

NOTE 7 - COMMITMENTS AND CONTINGENCIES

At September 30, 2018, the balance outstanding on construction projects in progress was as follows:

Water & Sewer Projects	\$ <u>9,296,932</u>
------------------------	---------------------

USA Yeast Facility - During fiscal year 2015, the City completed construction of a wastewater pretreatment facility, or evaporator plant for a manufacturing facility located within the City. Project costs were funded with CDBG Economic Development Grant funds and with private funds provided by the manufacturer. Under the terms of the grant agreement, the City has title to assets constructed with grant funds, and the manufacturing company owns the assets constructed with its funds. Pursuant to an agreement between the City and the company and to terms of the CDBG grant agreement, title to the equipment and components will transfer to the company upon expiration of the agreement on December 31, 2021. In conjunction with this project, the City has a ground lease for company property on which the evaporator plant is located. This lease requires payment of \$1 per year and expires December 31, 2021.

Mississippi Department of Environmental Quality Consent Order - Stipulated Order Terminating Amended Consent Judgment - In August 2017, GRN, the City and MDEQ, the parties involved in the rehabilitation and improvement of the City's sewer system mandated under the Amended Agreed Order, negotiated a settlement. Pursuant to this settlement, a conditional Stipulated Order Terminating Amended Consent Judgment (the Stipulated Order) was entered on August 23, 2017. Terms of the Stipulated Order include submission of a revised permit request for the South Lagoon which incorporates certain monitoring requirements. Upon issuance of the amended permit and entry of a separate Agreed Order by the Mississippi Commission on Environmental Quality establishing a stipulated penalty of \$1,500 per day for future violations, the Amended Consent Judgment will automatically terminate. The stipulated order further requires the City to provide certain effluent and performance information to GRN for a limited time.

As a result, the litigation aspect of this matter is conditionally concluded, and the City is also conditionally no longer liable for unpaid fines, penalties or construction obligations under the Amended Consent Judgment, subject to the City complying with terms of the Stipulated Order. The Stipulated Order precludes the City from having to immediately move forward to construct a fully mechanical wastewater treatment plant at an estimated cost exceeding \$150 million, as was required by the Amended Consent Judgment. As a result of relief granted under the Stipulated Order, the City has suspended certain project

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**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE FIFTEEN
YEAR ENDED SEPTEMBER 30, 2018**

NOTE 7 - COMMITMENTS AND CONTINGENCIES (Cont.)

elements that were in development and design stages in prior years. The City expects that it will continue its efforts to improve the performance of the existing lagoon treatment system and also expects that modifications to the system may be recommended, potentially requiring additional capital outlays. However, the cost of any such improvements and modifications is not determinable at this time.

Litigation - The City is party to various legal proceedings which normally occur in governmental operations. While the City cannot predict the results of any litigation, legal counsel for the City of Hattiesburg believes that it has meritorious defenses for those actions, proceedings and claims, or they are without merit or are of such kind, or involve such amounts, that unfavorable dispositions not covered by insurance resulting from such litigation would not materially affect the financial statements of the City of Hattiesburg, Mississippi. The City includes anticipated attorney fees for ongoing matters in its annual budget for the year in which such fees are incurred.

Federal Grants - In the normal course of operations, the City receives grant funds from various Federal and State agencies. The grant programs are subject to audit by agents of the granting authority, the purpose of which is to ensure compliance with conditions precedent to the granting of funds. Any liability for reimbursement which may arise as the result of these audits is not believed to be material.

Group Insurance Programs - The City obtains its workers' compensation, general and automobile liability insurance through certain group insurance programs of the Mississippi Municipal Service Company. Under these programs and pursuant to State of Mississippi regulations, participants are jointly and severally liable for claims incurred; however, the City has experienced no loss under such provisions and cannot reasonably estimate the amount or possibility of losses under these programs.

Self-Funded Health Insurance Program - The City provides health insurance to its employees under a self-insured program, as previously described. The City obtains reinsurance to protect against significant loss; however, under the terms of such reinsurance policies, the City is ultimately responsible for covered claims. While the City estimates and recognizes expected claims liabilities related to this program, the amount or possibility of any additional loss cannot be reasonably estimated.

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**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE SIXTEEN
YEAR ENDED SEPTEMBER 30, 2018**

NOTE 8 - OTHER POSTEMPLOYMENT BENEFITS

The City's health insurance plan allows for retirees to obtain health insurance by participating in the City's health insurance plan. The City does not issue a publicly available financial report for the health insurance plan. Since retirees may obtain health insurance by participating in a group with active employees and consequently receive a health insurance premium rate differential, the City has a postemployment healthcare benefit reportable under GASB Statement 75, *Accounting and Financial Reporting for Postemployment Benefit Plans Other Than Pensions*, as a single employer defined benefit health care plan. This type of plan is considered an "other postemployment benefit plan", or "OPEB". The City has allocated \$603,969 of its OPEB liability to the System as of September 30, 2018, based on proportionate health insurance program costs. The City has also recorded \$1,250 in deferred outflows of resources related to OPEB.

Additional disclosures related to the OPEB plan are presented in the City's 2018 Comprehensive Annual Report dated June 13, 2019.

NOTE 9 - DEFINED BENEFIT PENSION PLAN

Plan Description

System personnel are employees of the City and, as such, participate in the Public Employees' Retirement System of Mississippi (PERS), a cost-sharing multiple-employer defined benefit pension plan administered by the PERS System Board of Trustees. PERS provides retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members and beneficiaries. Benefit provisions and the Board of Trustees' authority to determine contribution rates are established by State law and may be amended only by the State of Mississippi Legislature. The PERS System issues a publically available Comprehensive Annual Financial Report that includes financial information of the administered plans. That information may be obtained by writing to Public Employees Retirement System, PERS Building, 429 Mississippi Street, Jackson, Mississippi 39201-1005, or by calling (601) 359-3589 or 1-800-444-PERS. Financial reports are also available on the PERS System website at www.pers.ms.gov.

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**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE SEVENTEEN
YEAR ENDED SEPTEMBER 30, 2018**

NOTE 9 - DEFINED BENEFIT PENSION PLAN (Cont.)

Participation and Funding Policy

The PERS System Board of Trustees establishes contribution rates for the PERS plan. Membership for the City's employees is a condition of employment, and eligibility is granted to those who qualify upon hiring. As specified by the Board of Trustees, members are required to contribute a percentage of their annual covered salary (9.00% since July 1, 2010) and the City is required to contribute at an actuarially determined rate, currently 15.75% of annual covered payroll. The System's allocated share of the City's contributions to PERS for the year ended September 30, 2018, totaled \$259,718. As of September 30, 2018, \$7,001 was payable to PERS for current employer contributions, to be remitted in the following month.

Pension Liability and Pension Expense

At September 30, 2018, the City has allocated \$4,694,270 of its proportionate share of the collective net pension liability of the Cost-sharing Plan to the System based on the System's proportionate share of pension costs. The pension expense recognized by the System for the year ended September 30, 2018, totaled \$339,999.

Deferred Outflows and Inflows of Resources Related to Pensions

At September 30, 2018, the System reported \$393,394 of deferred outflows of resources related to pensions and \$81,692 of deferred inflows of resources related to pensions, as its proportionate share of the City's total deferred items related to pensions. These amounts will be recognized as a reduction of the net pension liability in the year ending September 30, 2018. Other amounts reported as deferred outflows or resources and deferred inflows of resources related to pensions will be recognized as an addition to or (reduction of) pension expense over the next 4 years.

Additional disclosures related to the City's Defined Benefit Pension Plan are presented in the City's 2018 Comprehensive Annual Report dated June 13, 2019.

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**CITY OF HATTIESBURG, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM**

**NOTES TO FINANCIAL STATEMENTS
PAGE EIGHTEEN
YEAR ENDED SEPTEMBER 30, 2018**

NOTE 10 - SUBSEQUENT EVENTS

Management has evaluated subsequent events after the financial statement date of September 30, 2018 through June 13, 2019, which is the date the audited financial statements were available to be issued and concluded that no events or transactions attributable to the City's Combined Water and Sewer System occurred during that period which require recognition or disclosure.

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Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, October 8, 2019

Re: Acknowledge receipt of a list of properties determined by Code Enforcement Officers in the month of September of 2019 eligible for processing via expedited process.
File Number: 2019-194
Minute Book #

Summary

Acknowledge receipt of a list of properties determined by Code Enforcement Officers in the month of September of 2019, to be in such a state of uncleanness, as to be a menace to the public healthy, safety, and welfare of the community and eligible for pursuit via an expedited process pursuant to section 21-10-11, Mississippi Code of 1972 as amended and Chapter 16 of the Municipal Code of the City of Hattiesburg as amended.

Recommendation Statement

Recommend to acknowledge receipt.

Please place this on the October 8, 2019 City Council meeting for consideration.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

NOTICE: Pursuant to Mississippi Code Section 21-19-11 and Section 16 of the City of Hattiesburg Code of Ordinances, the following property or parcel of land has been determined by an appropriate city official to be in a condition that is a menace to the public health, safety and welfare of the community. The City of Hattiesburg, or contractors acting under the City's direction, are so authorized to enter the property for cleaning and correction of certain code violations seven (7) or more days following the **date of this notice**. The City is further authorized to reenter the property or parcel of land for a period of one (1) year after this cleaning without any further hearing or action if notice is posted on the property or parcel of land and at city hall or another place in the city where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning. Costs associated with this and any additional cleaning and correction of violations shall become an assessment against the property. For details on the violations, please contact the **Code Enforcement Division at City Hall – (601)-545-4500.**

Address or Parcel	PPIN	Violation	Corrective Action Sought	Date of Notice	Officer
608 S. 21 st	25040	VS,OGL	Cut and Clean	9/25/19	L. Hall
704 Ellis Ave	13068	VS,OGL	Cut and Clean	9/25/19	T. Kidd
501 Ruby Ave	12983	VS,OGL	Cut and Clean	9/25/19	L. Hall
100 Eastside Ave	21791	VS/OGL	Cut and Clean	9/25/19	T. Kidd
826 Main St	14568	OGL, Accumulation of rubbish and garbage	Cut and Clean	9/25/19	L. Hall
603 2 nd Street	15622	VS, OGL	Cut and Clean	9/25/19	K. Myers
2-029I-10-043.00 (Corner of 2 nd and Ryan)	15623	VS, OGL	Cut and Clean	9/25/19	K. Myers
608 Mamie St	19547	VS/OGL	Clean and Cut	9/25/19	L. Hall



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

September 25, 2019

U S SMALL BUSINESS ADMINISTRATION
801 TOM MARTIN DRIVE SUITE 120
BIRMINGHAM AL352110000

NOTICE: Pursuant to Mississippi Code Section 21-19-11 and Section 16 of the City of Hattiesburg Code of Ordinances, the following property or parcel of land has been determined by an appropriate city official to be in a condition that is a menace to the public health, safety and welfare of the community. The City of Hattiesburg, or contractors acting under the City's direction, are so authorized to enter the property for cleaning and correction of certain code violations seven (7) or more days following the **date of this notice**. The City is further authorized to reenter the property or parcel of land for a period of one (1) year after this cleaning without any further hearing or action if notice is posted on the property or parcel of land and at city hall or another place in the city where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning. Costs associated with this and any additional cleaning and correction of violations shall become an assessment against the property. For details on the violations, please contact the **Code Enforcement Division at City Hall – (601)-545-4500.**

Address or Parcel	PPIN	Violation	Corrective Action Sought	Date of First Posting	Officer
*608 S. 21 st	25040	VS,OGL	Cut and Clean	9/25/19	L. Hall



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

September 25, 2019

LJ and Corinne Clayton
704 Ellis Ave
Hattiesburg, MS 39401

NOTICE: Pursuant to Mississippi Code Section 21-19-11 and Section 16 of the City of Hattiesburg Code of Ordinances, the following property or parcel of land has been determined by an appropriate city official to be in a condition that is a menace to the public health, safety and welfare of the community. The City of Hattiesburg, or contractors acting under the City's direction, are so authorized to enter the property for cleaning and correction of certain code violations seven (7) or more days following the **date of this notice**. The City is further authorized to reenter the property or parcel of land for a period of one (1) year after this cleaning without any further hearing or action if notice is posted on the property or parcel of land and at city hall or another place in the city where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning. Costs associated with this and any additional cleaning and correction of violations shall become an assessment against the property. For details on the violations, please contact the **Code Enforcement Division at City Hall – (601)-545-4500.**

Address or Parcel	PPIN	Violation	Corrective Action Sought	Date of First Posting	Officer
704 Ellis Ave	13068	VS & OGL	Cut weeds and grass	9/25/2019	T. Kidd



MAYOR
Toby Barker

COUNCIL - WARD ONE

Jeffrey George

COUNCIL - WARD TWO

Deborah Denard Delgado

COUNCIL - WARD THREE

Carter Carroll

COUNCIL - WARD FOUR

Mary Dryden

COUNCIL - WARD FIVE

Nicholas Brown

September 25, 2019

Roderick and Deborah Woullard
501 Ruby Ave
Hattiesburg, MS 39401

NOTICE: Pursuant to Mississippi Code Section 21-19-11 and Section 16 of the City of Hattiesburg Code of Ordinances, the following property or parcel of land has been determined by an appropriate city official to be in a condition that is a menace to the public health, safety and welfare of the community. The City of Hattiesburg, or contractors acting under the City's direction, are so authorized to enter the property for cleaning and correction of certain code violations seven (7) or more days following the **date of this notice**. The City is further authorized to reenter the property or parcel of land for a period of one (1) year after this cleaning without any further hearing or action if notice is posted on the property or parcel of land and at city hall or another place in the city where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning. Costs associated with this and any additional cleaning and correction of violations shall become an assessment against the property. For details on the violations, please contact the **Code Enforcement Division at City Hall – (601)-545-4500**.

Address or Parcel	PPIN	Violation	Corrective Action Sought	Date of First Posting	Officer
501 Ruby Ave	12983	VS, OGL	Cut and Clean	9/25/19	L. Hall



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

September 25, 2019

Robert J Hand
14 Spears Rd
Hattiesburg, MS 39402

NOTICE: Pursuant to Mississippi Code Section 21-19-11 and Section 16 of the City of Hattiesburg Code of Ordinances, the following property or parcel of land has been determined by an appropriate city official to be in a condition that is a menace to the public health, safety and welfare of the community. The City of Hattiesburg, or contractors acting under the City's direction, are so authorized to enter the property for cleaning and correction of certain code violations seven (7) or more days following the **date of this notice**. The City is further authorized to reenter the property or parcel of land for a period of one (1) year after this cleaning without any further hearing or action if notice is posted on the property or parcel of land and at city hall or another place in the city where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning. Costs associated with this and any additional cleaning and correction of violations shall become an assessment against the property. For details on the violations, please contact the **Code Enforcement Division at City Hall – (601)-545-4500**.

Address or Parcel	PPIN	Violation	Corrective Action Sought	Date of First Posting	Officer
100 Eastside Ave	21791	VS/UGL	Cut and Clean	9/25/19	T. Kidd



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

September 25, 2019

Affordable Southern Homes
C/O AFFORDABLE SOUTHERN HOMES
8386 HUNTER HORN DR
GERMANTOWN TN38138

NOTICE: Pursuant to Mississippi Code Section 21-19-11 and Section 16 of the City of Hattiesburg Code of Ordinances, the following property or parcel of land has been determined by an appropriate city official to be in a condition that is a menace to the public health, safety and welfare of the community. The City of Hattiesburg, or contractors acting under the City's direction, are so authorized to enter the property for cleaning and correction of certain code violations seven (7) or more days following the **date of this notice**. The City is further authorized to reenter the property or parcel of land for a period of one (1) year after this cleaning without any further hearing or action if notice is posted on the property or parcel of land and at city hall or another place in the city where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning. Costs associated with this and any additional cleaning and correction of violations shall become an assessment against the property. For details on the violations, please contact the **Code Enforcement Division at City Hall – (601)-545-4500**.

Address or Parcel	PPIN	Violation	Corrective Action Sought	Date of First Posting	Officer
826 Main St	14568	OGL, Accumulation of rubbish and garbage	Cut and Clean	9/25/19	L. Hall



MAYOR
Toby Barker

COUNCIL - WARD ONE

Jeffrey George

COUNCIL - WARD TWO

Deborah Denard Delgado

COUNCIL - WARD THREE

Carter Carroll

COUNCIL - WARD FOUR

Mary Dryden

COUNCIL - WARD FIVE

Nicholas Brown

September 25, 2019

Main Street United Methodist Church
712 Main St.
Hattiesburg, MS 39401

NOTICE: Pursuant to Mississippi Code Section 21-19-11 and Section 16 of the City of Hattiesburg Code of Ordinances, the following property or parcel of land has been determined by an appropriate city official to be in a condition that is a menace to the public health, safety and welfare of the community. The City of Hattiesburg, or contractors acting under the City's direction, are so authorized to enter the property for cleaning and correction of certain code violations seven (7) or more days following the **date of this notice**. The City is further authorized to reenter the property or parcel of land for a period of one (1) year after this cleaning without any further hearing or action if notice is posted on the property or parcel of land and at city hall or another place in the city where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning. Costs associated with this and any additional cleaning and correction of violations shall become an assessment against the property. For details on the violations, please contact the **Code Enforcement Division at City Hall – (601)-545-4500.**

Address or Parcel	PPIN	Violation	Corrective Action Sought	Date of First Posting	Officer
603 2 ND Street	15622	VS & OGL	Cut weeds and grass	9/25/2019	K. Myers



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

September 25, 2019

Takia Woullard
104 Columbia Street
Hattiesburg, MS 39401

NOTICE: Pursuant to Mississippi Code Section 21-19-11 and Section 16 of the City of Hattiesburg Code of Ordinances, the following property or parcel of land has been determined by an appropriate city official to be in a condition that is a menace to the public health, safety and welfare of the community. The City of Hattiesburg, or contractors acting under the City's direction, are so authorized to enter the property for cleaning and correction of certain code violations seven (7) or more days following the **date of this notice**. The City is further authorized to reenter the property or parcel of land for a period of one (1) year after this cleaning without any further hearing or action if notice is posted on the property or parcel of land and at city hall or another place in the city where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning. Costs associated with this and any additional cleaning and correction of violations shall become an assessment against the property. For details on the violations, please contact the **Code Enforcement Division at City Hall – (601)-545-4500**.

Address or Parcel	PPIN	Violation	Corrective Action Sought	Date of First Posting	Officer
104 Columbia Street	15623	VS & OGL	Cut weeds and grass	9/25/2019	K. Myers



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

September 25, 2019

The Victoria Ann Wirt Trust
% Wirt Victoria
608 Mamie Street
Hattiesburg, MS 39401

NOTICE: Pursuant to Mississippi Code Section 21-19-11 and Section 16 of the City of Hattiesburg Code of Ordinances, the following property or parcel of land has been determined by an appropriate city official to be in a condition that is a menace to the public health, safety and welfare of the community. The City of Hattiesburg, or contractors acting under the City's direction, are so authorized to enter the property for cleaning and correction of certain code violations seven (7) or more days following the **date of this notice**. The City is further authorized to reenter the property or parcel of land for a period of one (1) year after this cleaning without any further hearing or action if notice is posted on the property or parcel of land and at city hall or another place in the city where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning. Costs associated with this and any additional cleaning and correction of violations shall become an assessment against the property. For details on the violations, please contact the **Code Enforcement Division at City Hall – (601)-545-4500.**

Address or Parcel	PPIN	Violation	Corrective Action Sought	Date of First Posting	Officer
608 Mamie St.	19547	VS & OGL	Cut weeds and grass	9/25/2019	L. Hall



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Sylvester London, Division Manager

cc:

Date: Tuesday, October 8, 2019

Re: Acknowledge receipt of the two quote docket for the period of August 27, 2019 through September 29, 2019 as provided for in section 31-7-13 (b) of the Mississippi code of 1972
File Number: 2019-192
Minute Book #

Summary

Acknowledge receipt of the two quote docket for the period of August 27, 2019 through September 29, 2019 as provided for in section 31-7-13 (b) of the Mississippi Code of 1972

Recommendation Statement

Attached is the unadvertised bid docket for the period of August 26, 2019 through September 29, 2019, 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 acknowledgement on the minutes of the City Council.

Please place this on the October 8, 2019 City Council meeting for consideration.

BILL TO: CITY OF HATTIESBURG
 ACCOUNTING DEPT
 PO BOX 1898
 HATTIESBURG, MS 39403-1898
 FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
 PURCHASE ORDER
 THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-60000432

POINT OF CONTACT:

WAITTS, SHARON
 MINUTE BOOK # PENDING
 VENDOR # 00098801

VENDOR MAILING:
 HOLLINGSWORTH HARDWOOD FLOORS, INC
 13 BLESSING ROAD
 HATTIESBURG MS 39402

Page Date 08/26/19
 PO No. 192485
 Req No. 2861

SHIP TO :
 CITY OF HATTIESBURG
 ENGINEERING/PUBLIC SERVICES
 212 WEST FRONT STREET-CENTENNIAL BLDG
 HATTIESBURG MS 39401

PROCESSING CODE:

SEND METHOD 1 ()

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
072201.7000	REFURBISH GYM REFURBISH THAMES ELEMENTARY GYMNASIUM FLOOR AND CONSTRUCT WOODEN BLEACHERS AS PER ATTACHED SPECIFICATIONS.	1.00	EA	28,513.2000	28,513.20
072201.7000	FLOOR FINISH PROD PROVIDE HILLIARD FLOOR FINISH MATERIAL OR PRODUCT OF EQUAL OR BETTER QUALITY.	1.00	EA	1,706.0000	1,706.00

PROJECT LINE: REFURBISH THAMES ELEMENTARY GYMNASIUM FLOOR, BUILD BLEACHERS

TOTAL CONTRACT AMOUNT NOT TO EXCEED

30,219.20

SUBMIT SEPARATE INVOICES FOR
 EACH ORDER. PREPAY SHIPPING
 CHARGES IF ANY AND ADD TO INVOICE.

FOR CORRECTIONS TO VENDOR
 ADDRESS ABOVE CONTACT ACCOUNTING
 (601) 545-4686.

KERMAE EATON
 CITY CLERK

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMHOLLINGSWORTH HARDWOOD FL
13 BLESSING ROAD
HATTIESBURG MS 39402Mail To: CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401Page No. 1
Date 8/21/19
Order Number 2861 00PRINTED NAME James S. Hollingsworth II

Phone Number . . 601 5454512

SIGNATURE [Signature] DATE 23 Aug 2019

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: REFURBISH THAMES ELEMENTARY GYMNASIUM FLOOR, BUILD BLEACHERS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
REFURBISH GYM REFURBISH THAMES ELEMENTARY GYMNASIUM FLOOR AND CONSTRUCT WOODEN BLEACHERS AS PER ATTACHED SPECIFICATIONS.	08/13/19	1.00	EA	28513.20	28513.20	27 SEP 2019	30 SEP 2019

FLOOR FINISH PROD
PROVIDE HILL LARD
OR BETTER QUALITY.
08/13/19
1.00 EA 28513.20 1706.00 5581219 7081219

TOTAL BID PRICE 30219.20



Low bid OKed
by Ted Driscoll 8/26/19

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 3
Date 8/21/19
Order Number 2861 002HUB CITY CONSTRUCTION INC
607 CORRIE ST #C-6
HATTIESBURG MS 39401Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1888
HATTIESBURG MS 39401

Phone Number . . . 601 5454512

PRINTED NAME

*Scott Hopkins*DATE *8/23/19*SIGNATURE *Scott Hopkins*

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: REFURBISH THAMES ELEMENTARY GYMNASIUM FLOOR, BUILD BLEACHERS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
REFURBISH GYM REFURBISH THAMES ELEMENTARY GYMNASIUM FLOOR AND CONSTRUCT WOODEN BLEACHERS AS PER ATTACHED SPECIFICATIONS.	08/13/19	1.00	EA	<u>24,000.00</u>			
FLOOR FINISH PROD. PROVIDE HILLIARD FLOOR FINISH MATERIAL OR PRODUCT OF EQUAL OR BETTER QUALITY.	08/13/19	1.00	EA	<u>24,900.00</u>			

TOTAL BID PRICE 48,900.00

BILL TO: CITY OF HATTIESBURG
 ACCOUNTING DEPT
 PO BOX 1898
 HATTIESBURG, MS 39403-1898
 FAX INVOICE TO: 601-545-6661

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page Date 08/27/19

PO No. 192513

Req No. 2874

VENDOR MAILING:
 JERCOAT FENCE OF HATTIESBURG
 5328 HWY 42
 PO BOX 1167
 HATTIESBURG MS 39403-1167

GRIFFIN, FRANCES (601) 5454654

VENDOR # 90069659

SHIP TO :
 CITY OF HATTIESBURG
 NOT APPLICABLE

PROCESSING CODE:

PROJECT LINE: LABOR & MATERIALS TO INSTALL NEW PARKING GATERS/CIVIC CENTER

SEND METHOD 1 (601)5834990

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001560.6380	LABOR AND MATERIALS TO INSTALL 2 DOORING 1601 BARRIER GATES WITH TWO 12' FOLDING ARMS ONE AK11 KEYPAD THREE LOOP DETECTORS TWO SAFETY BEAMS	1.00	EA	7,850.0000	7,850.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED

7,850.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERMAE EATON
 CITY CLERK

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 8/20/19
Order Number 2874 OQJERCOAT FENCE OF HATTIESB
220 W FRONT ST. 2ND FLOOR
PO BOX 1167
HATTIESBURG MS 39403-1167Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME

Carlos Flores

Phone Number . . 601 5454512

SIGNATURE

DATE 8-21-19

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: LABOR & MATERIALS TO INSTALL NEW PARKING GATES/CIVIC CENTER

ITEM DESCRIPTION

Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
08/20/19	1.00	EA	7050	7050		11-1-19

LABOR AND MATERIALS
TO INSTALL 2 DOORING 1601 BARRIER GATES WITH
TWO 12" FOLDING ARMS
ONE AK11 KEYPAD
THREE LOOP DETECTORS
TWO SAFETY BEAMS

TOTAL BID PRICE 7050⁰⁰

7600



CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 8/20/19
Order Number 2874 OQUNITED FENCE COMPANY
255 MCLEOD ST
HATTIESBURG MS 39401-3816Mail To: CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Kevin L. Fant

Phone Number 601 5454512

PRINTED NAME

SIGNATURE *Kevin L. Fant* DATE 8/22/2019

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: LABOR & MATERIALS TO INSTALL NEW PARKING GATES/CIVIC CENTER

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
LABOR AND MATERIALS TO INSTALL 2 DOORING 1601 BARRIER GATES WITH TWO 12" FOLDING ARMS ONE AK11 KEYPAD THREE LOOP DETECTORS TWO SAFETY BEAMS	08/20/19	1.00	EA	\$8,772.00	\$8,772.00	9/23/2019	10/31/2019

TOTAL BID PRICE \$8,772.00

BILL TO: CITY OF HATTIESBURG
 ACCOUNTING DEPT
 PO BOX 1898
 HATTIESBURG, MS 39403-1898
 FAX INVOICE TO: 601-545-6661

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432
 POINT OF CONTACT:

WAGGONER, ROBIN
 MINUTE BOOK #
 VENDOR # 90001191

VENDOR MAILING:
 CENTRAL PIPE SUPPLY INC
 101 WARE RD
 PO BOX 5470
 PEARL MS 39288-5470

CITY OF HATTIESBURG
 PURCHASE ORDER
 SHIP TO:
 CITY OF HATTIESBURG
 WATER PLANT #2
 900 JAMES STREET
 HATTIESBURG MS 39401

Page Date 09/11/19
 PO No. 192977
 Req No. 2883

PROJECT LINE: PLUMBING SUPPLIE --- WAREHOUSE STOCK FOR WATER TRANS.
 Account # Description QTY UM UNIT COST TOTAL COST

009672.5610	2"X5"DRESSERCOUPLIN	36.00	EA	34.7700	1,251.72
009672.5610	2"X7"DRESSERCOUPLIN	24.00	EA	45.4000	1,089.60
009672.5610	3/4"3PART UNION C44	60.00	EA	15.3400	920.40
009672.5610	1"3PART UNION C44	48.00	EA	17.5400	841.92

PROCESSING CODE:
 SEND METHOD 1 (601)9328944

TOTAL CONTRACT AMOUNT NOT TO EXCEED 4,103.64

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE CONTACT ACCOUNTING (601) 545-4686.

KERMAS EATON
 CITY CLERK

QUOTE REQUEST RESPONSE FORM

Date - 9/05/19
Order Number : 2883 00

CENTRAL PIPE SUPPLY INC
101 WARE RD
PO BOX 5470
PEARL MS 39288-5470

Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1598
HATTIESBURG MS 39401

PRINTED NAME Glen Morehead

Phone Number . . 601 5454512

SIGNATURE Glen Morehead DATE 9-6-19

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: PLUMBING SUPPLIE -- WAREHOUSE STOCK FOR WATER TRANS.

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
2"X5"DRESSERCOUPLIN	09/05/19	36.00	EA	34.77	1251.72	2 Days	10/21/19
2"X7"DRESSERCOUPLIN	09/05/19	24.00	EA	45.40	1089.60	3 Days	10/21/19
3/4"3PART UNION C44	09/05/19	60.00	EA	15.34	920.40	3 Days	10/21/19
1"3PART UNION C44	09/05/19	48.00	EA	17.54	841.92	3 Days	10/21/19

TOTAL BID PRICE 4103.64



[Handwritten signature]

9/11/19

CONSOLIDATED PIPE & SUPPL
5285 GREEN WAY DR
JACKSON MS 39204-3212

Mail To: CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number : 501 5454512

PRINTED NAME

Danny Crain

SIGNATURE

Danny Crain

DATE 9/10/19

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: PLUMBING SUPPLIE -- WAREHOUSE STOCK FOR WATER TRANS.

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
2"X5"DRESSERCOUPLIN	09/05/19	36.00	EA	42.50	1530.00	7-10 Days	11/10/19
2"X7"DRESSERCOUPLIN	09/05/19	24.00	EA	46.95	1126.80	7-10 Days	11/10/19
3/4"3PART UNION C44	09/05/19	60.00	EA	16.95	1017.60	2-3 Days	11/10/19
1"3PART UNION C44	09/05/19	48.00	EA	19.50	936.00	2-3 Days	11/10/19
TOTAL BID PRICE						4609.80	

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date - : : 9/05/19
Order Number : : 2883 00SOUTHERN PIPE & SUPPLY CO
116 LUNDY LN
PO BOX 1511
HATTIESBURG MS 39401Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME

SIGNATURE

DATE

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: PLUMBING SUPPLIE -- WAREHOUSE STOCK FOR WATER TRANS.

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
2"X5"DRESSERCOUPLIN	09/05/19	36.00	EA	42.50	1,530.00	9/19/19	12/31/19
2"X7"DRESSERCOUPLIN	09/05/19	24.00	EA	48.50	1,164.00	9/19/19	12/31/19
3/4"3PART UNION C44	09/05/19	60.00	EA	17.25	1,035.00	9/19/19	12/31/19
1"3PART UNION C44	09/05/19	48.00	EA	19.75	948.00	9/19/19	12/31/19

TOTAL BID PRICE 4,677.00

BILL TO: CITY OF HATTIESBURG
 ACCOUNTING DEPT
 PO BOX 1898
 HATTIESBURG, MS 39403-1898
 FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
 P U R C H A S E O R D E R
 THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

DANIELS, ROBERT
 MINUTE BOOK # PENDING
 VENDOR # 001111548

SHIP TO :
 FIRE ADMINISTRATION & PREVENTION
 622 CORINNE ST
 HATTIESBURG MS 39401

Page 1
 Date 09/09/19

PO No. 192869
 Req No. 2884

VENDOR MAILING:
 UNIFORM SURPLUS OF AMERICA, LLC
 200 EAST PINE STREET
 HATTIESBURG MS 39401

PROJECT LINE: HFD UNIFORM ITEMS				PROCESSING CODE:	
Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001160.5350	UNDER ARMOR SIDE ZIP TATICAL BOOT, BLACK, PRICE ON ALL ITEMS SHOULD INCLUDE SHIPPING, ORDER NOT TO EXCEED \$4,500.00 SIZES WILL BE PROVIDED	25.00	EA	100.0000	2,500.00
001160.5350	TRU-SPEC RIPSTOP PANT, NAVY	18.00	EA	41.0000	738.00
001160.5350	BOSTON LEATHER VELCRO TROUSER BELT	28.00	EA	30.0000	840.00
001160.5350	EMBROIDERY AND ALTERATIONS	14.00	EA	11.0000	154.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 4,232.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERMAS EATON
 CITY CLERK

CITY OF HATTIESBURG
 QUOTE REQUEST RESPONSE FORM

Mail To CITY OF HATTIESBURG
 PURCHASING DIVISION
 220 W FRONT ST. 2ND FLOOR
 PO BOX 1898
 HATTIESBURG MS 39401

UNIFORM SURPLUS OF AMERIC
 200 EAST PINE STREET
 HATTIESBURG MS 39401

Phone Number . . . 601 5454512

PRINTED NAME Haroon Sack

SIGNATURE [Signature] DATE 9/5/19

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: HFD UNIFORM ITEMS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
UNDER ARMOR SIDE ZIP TACTICAL BOOT BLACK. PRICE ON ALL ITEMS SHOULD INCLUDE SHIPPING. ORDER NOT TO EXCEED \$4,500.00 SIZES WILL BE PROVIDED	09/05/19	25.00	EA	100.00	2500.00	9/13/19	12/13/19
TRU-SPEC RIPSTOP PANT, NAVY	09/05/19	18.00	EA	41.00	738.00	9/13/19	12/13/19
BOSTON LEATHER VELCRO TROUSER BELT	09/05/19	28.00	EA	30.00	840.00	9/13/19	12/13/19
EMBROIDERY AND ALTERATIONS	09/05/19	14.00	EA	11.00	154.00	9/13/19	12/13/19

TOTAL BID PRICE 4232.00

Assent Chief Gary Webb



QUOTE REQUEST RESPONSE FORM

Date: 9/05/19
Order Number: 2884 00

3J SPORTS INC
dba PLAY IT AGAIN SPORTS
4400 HARDY STREET SUITE
HATTIESBURG MS 39402

Mail To: CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number: 601 5454512

PRINTED NAME: Play It Again Sports
SIGNATURE: [Signature] DATE: 9/6/2019

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: HFD UNIFORM ITEMS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Price	Delivery Date	Expired Date
UNDER ARMOR SIDE ZIP ARTIFICIAL BOOT BLACK. PRICE ON ALL ITEMS SHOULD INCLUDE SHIPPING. ORDER NOT TO EXCEED \$4,500.00 SIZES WILL BE PROVIDED	09/05/19	25.00	EA	115	2875	9/27	10/1
TRU-SPEC RIPSTOP PANT, NAVY	09/05/19	18.00	EA	48	864	9/27	10/1
BOSTON LEATHER VELCRO TROUSER BELT	09/05/19	28.00	EA	34	952	9/27	10/1
EMBROIDERY AND ALTERATIONS	09/05/19	14.00	EA	12	168	9/27	10/1

TOTAL BID PRICE: 4859⁰⁰

BILL TO: CITY OF HATTIESBURG
 ACCOUNTING DEPT
 PO BOX 1898
 HATTIESBURG, MS 39403-1898
 FAX INVOICE TO: 601-545-6661

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432
 PURCHASE ORDER
 CITY OF HATTIESBURG
 GROUNDS MAINTENANCE
 139 PARKWAY BLVD
 HATTIESBURG MS 39401

POINT OF CONTACT:
 LEWIS AKIRA
 MINUTE BOOK # PENDING
 VENDOR # 00057193

VENDOR MAILING:
 T L CONSTRUCTION
 120 BARKLEY RD
 HATTIESBURG MS 39401-6501

PO No. 193069
 Req No. 2885

Page 1
 Date 09/16/19

PROCESSING CODE:

PROJECT LINE: TWIN FORK RISING OFFICE-FENCE
 Account # Description QTY UM UNIT COST TOTAL COST
 SEND METHOD 1 (601)5839652

002300.6380 228' OF 6' COMM 1.00 EA 9,000.0000 9,000.00
 ALUM 4- RAIL BLACK: VENDOR SHALL PROVIDE MATERIALS AND LABOR
 FOR INSTALLATION. WORK MUST BE COMPLETED BY OCTOBER 1, 2019

TOTAL CONTRACT AMOUNT NOT TO EXCEED 9,000.00
 SUBMIT SEPARATE INVOICES FOR THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.
 EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.
 FOR CORRECTIONS TO VENDOR ADDRESS ABOVE CONTACT ACCOUNTING (601) 545-4686.
 KERMAE EATON
 CITY CLERK

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 9/11/19
Order Number 2665 00T L CONSTRUCTION
120 BARKLEY RD
HATTIESBURG MS 39401-6501Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . . 501 5454512

PRINTED NAME TL Construction DATE 9-12-19
SIGNATURE Greg Lee

Shipping terms are F.O.B. destination. freight prepaid

PROJECT LINE: TWIN FORK RISING OFFICE-FENCE

ITEM DESCRIPTION	Request Date	QTY	UN	Unit Price	Extended Cost	Delivery Date	Expired Date
228' OF 6' COMM ALUM 4- RAIL BLACK VENDOR SHALL PROVIDE MATERIALS AND LABOR FOR INSTALLATION. WORK MUST BE COMPLETED BY OCTOBER 1, 2019	09/06/19	35.00	EA	257.14	8,999.90	9/12/19	9/30/19

TOTAL BID PRICE \$ 9,000.00




MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

TO: Purchasing Department

FROM: Grounds Maintenance

SUBJECT: Two Quote for Twin Fork Rising Fence

DATE: 9/16/2019

We are choosing TL Construction to complete the work for the Twin Fork Rising fence project under bid number 2885. We need all work to be completed by October 1, 2019. TL Construction is the only vendor that has confirmed that they can have all work completed by October 1, 2019.

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 9/09/19
Order Number 2885 00JEFCOAT FENCE OF HATTIESB
5328 HWY 42
PO BOX 1167
HATTIESBURG MS 39403-1167Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W. FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . . 601 5454512

PRINTED NAME Jeffcoat Fence of Hattiesburg
SIGNATURE Kerry Smith DATE _____

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: TWIN FORK RISING OFFICE-FENCE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
228' OF 6' COMM ALUM 4" RAIL BLACK: VENDOR SHALL PROVIDE MATERIALS AND LABOR FOR INSTALLATION. WORK MUST BE COMPLETED BY OCTOBER 1, 2019	09/06/19	1.00	EA				

*takes 4 weeks to get materials*TOTAL BID PRICE \$8800.00

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 9/08/19
Order Number 2885 00UNITED FENCE COMPANY
255 MCLEOD ST
HATTIESBURG MS 39401-3816Mail To: CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Kevin L. Fant

Phone Number 601 5454512

SIGNATURE [Signature] DATE 9/11/2019

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: TWIN FENCE RISING OFFICE-FENCE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
228' OF 6" CORR ALUM 4" RAIL BLACK; VENDOR SHALL PROVIDE MATERIALS AND LABOR FOR INSTALLATION. WORK MUST BE COMPLETED BY OCTOBER 1, 2019	09/06/19	1.00	EA	\$9,120.00	\$9,120.00	unknown	10/11/2019

TOTAL BID PRICE \$9,120.00

BILL TO: CITY OF HATTIESBURG
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

VENDOR MAILING:
JAMES C WEBB SR. COMPANY
dba WEBBS PAINT
36 JOYCLYN DRIVE
MOSELLE MS 39459

ACKER, REBECCA
VENDOR # C0111671

(601) 5454944

SHIP TO :
CITY OF HATTIESBURG
NOT APPLICABLE

Page Date - - 09/17/19
PO No. - 193098
Req No. - 2886

PROCESSING CODE:

PROJECT LINE: REPAIRS TO EXTERIOR AND INTERIOR OF TRAIN DEPOT

SEND METHOD 1 ()

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001093.6399	INT AND EXT. REPAIR REPAIR SKYLIGHTS DUE TO LEAKS EXT. REPAIRS TO RAFTERS AND SIDING AREAS REPAIR 4 WINDOWS TO GRAND HALL ENTRANCE INSTALL WEATHER STRIPPING, PAINT EXT. DOORS AND WINDOWS.	1.00	EA	7,950.0000	7,950.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED

7,950.00

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

KERMAE EATON
CITY CLERK

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMJAMES C WEBB SR. COMPANY
dba WEBBS PAINT
36 JOYCLYN DRIVE
MOSELLE MS 39459

Mail To.

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W. FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . . 601 5454512

Shipping terms are F.O.B. destination. freight prepaid

PRINTED NAME

SIGNATURE

DATE

PROJECT LINE: REPAIRS TO EXTERIOR AND INTERIOR OF TRAIN DEPOT

ITEM DESCRIPTION

Request Date

09/09/19

INT. AND EXT. REPAIR
REPAIR SKYLIGHTS DUE TO LEAKS. EXT. REPAIRS TO RAFTERS
AND SIDING AREAS. REPAIR 4 WINDOWS TO GRAND HALL ENTRANCE
INSTALL WEATHER STRIPPING, PAINT EXT. DOORS AND WINDOWS.11 skylights
4 windows
2 rafters
2 spots of siding
9 center strips for doors

QTY 1.00 EA

Unit Price

Extended Cost

Delivery Date

Ex

TOTAL BID PRICE

7950



Rebecca

Page No.
Date
Order Number

9/09/19 00

Made with Scanner for Me

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 9/09/19
Order Number 2886 00

MSP ENTERPRISES, LLC
683 R.V. LINDLEY ROAD
MOSELLE MS 39459

Mail To: CITY OF HATTIESBURG
PURCHASING DIVISION
220 W. FRONT ST. 2ND FLOOR
PO BOX 2898
HATTIESBURG MS 39401

PRINTED NAME MSP Enterprises LLC
SIGNATURE M. A. Patten DATE 9/12/19

Phone Number . . . 601 5454512

Shipping terms are F.O.B. destination. freight prepaid

PROJECT LINE: REPAIRS TO EXTERIOR AND INTERIOR OF TRAIN DEPOT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
INT. AND EXT. REPAIR REPAIR SKYLIGHTS DUE TO LEAKS. EXT. REPAIRS TO RAFTERS AND SIDING AREAS. REPAIR 4 WINDOWS TO GRAND HALL ENTRANCE INSTALL WEATHER STRIPPING. PAINT EX. DOORS AND WINDOWS.	09/09/19	1.00	EA			10/12/19	

TOTAL BID PRICE 98683.00

Seal 11 Skylights
Repair 1 rafter tie
2 areas of siding on gables
Weather stripping on gables
of Doors in the middle of them
Repair 4 windows
Paint 4 extension doors

BILL TO: CITY OF HATTIESBURG
 ACCOUNTING DEPT
 PO BOX 1898
 HATTIESBURG, MS 39403-1898
 FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
 PURCHASE ORDER
 THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

WAITTS, SHARON
 MINUTE BOOK # PENDING
 VENDOR # 90069659

VENDOR MAILING:
 JEFFCOAT FENCE OF HATTIESBURG
 5328 HWY 42
 PO BOX 1167
 HATTIESBURG MS 39403-1167

SHIP TO :
 CITY OF HATTIESBURG
 ENGINEERING/PUBLIC SERVICES
 212 WEST FRONT STREET-CENTENNIAL BLDG
 HATTIESBURG MS 39401

Page Date 09/24/19
 PO No. 193335
 Req No. 2891

PROJECT LINE: EAST 8TH STREET PARK PROJECT FENCING

PROCESSING CODE:

SEND METHOD 1 (601)5834990

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
086300.7295.02	FENCE AROUND COURT PROVIDE AND INSTALL COMMERCIAL GRADE BLACK VINYL FENCING MATERIAL WITH MATCHING FENCE POSTS AS PER THE ATTACHED DRAWING AND SPECIFICATIONS.	1.00	EA	9,995.0000	9,995.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED

9,995.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE CONTACT ACCOUNTING (601) 545-4686.

KERMAE EATON
 CITY CLERK

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 9/16/19
Order Number 2891 00

JERICOAT FENCE OF HATTIESB
5928 HWY 42
PO BOX 1167
HATTIESBURG MS 39403-1167

Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Carlos Flores
SIGNATURE [Signature] DATE 9-17-19

Phone Number . . . 601 5454512

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: EAST 8TH STREET PARK PROJECT FENCING

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
FENCE AROUND COURT PROVIDE AND INSTALL COMMERCIAL GRADE BLACK VINYL FENCING MATERIAL WITH MATCHING FENCE POSTS AS PER THE ATTACHED DRAWING AND SPECIFICATIONS.	09/13/19	1.00	EA	\$ 9,995.00	9,995.00	10-1-19	12-1-19

TOTAL BID PRICE 9,995.00

[Signature]



CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date - 9/16/19
Order Number 2891 OQUNITED FENCE COMPANY
255 MCLEOD ST
HATTIESBURG MS 39401-3816Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Kevin L. Fant

Phone Number : + 601 5454512

PRINTED NAME

SIGNATURE Kevin L. Fant DATE 9/20/2019

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: EAST 8TH STREET PARK PROJECT FENCING

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
FENCE AROUND COURT PROVIDE AND INSTALL COMMERCIAL GRADE BLACK VINYL FENCING MATERIAL WITH MATCHING FENCE POSTS AS PER THE ATTACHED DRAWING AND SPECIFICATIONS.	09/13/19	1.00	EA	\$18,630.00	\$18,630.00	10/21/2019	11/20/2019

TOTAL BID PRICE \$18,630.00

BILL TO: CITY OF HATTIESBURG
 ACCOUNTING DEPT
 PO BOX 1898
 HATTIESBURG, MS 39403-1898
 FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
 PURCHASE ORDER
 THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

WAITES, SHARON
 MINUTE BOOK # PENDING
 VENDOR # 00057938

SHIP TO:
 CITY OF HATTIESBURG
 ENGINEERING/PUBLIC SERVICES
 212 WEST FRONT STREET-CENTENNIAL BLDG
 HATTIESBURG MS 39401

Page Date 09/26/19
 PO No. 193391
 Req No. 2892

VENDOR MAILING:
 AUSTRALIAN COURTWORKS INC
 1450 MS-471
 BRANDON MS 39402

PROJECT LINE: SPORTS COURT RESURFACING AT 8TH STREET PROJECT
 Account # Description QTY UNIT COST TOTAL COST
 086300.7295.02 RESURFACE COURT 1.00 EA 20,110.0000 20,110.00

Provide and apply sports court surfacing as depicted in attached drawing. Layout lines for basketball, tennis, and pickleball as per attached drawing. Provide and install two stanchions and tennis net.

TOTAL CONTRACT AMOUNT NOT TO EXCEED 20,110.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERMAS EATON
 CITY CLERK

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 9/16/19
Order Number 2892 QQAUSTRALIAN COURTWORKS INC
1450 MS-971 39402
BRANDON MSCITY OF HATTIESBURG
PURCHASING DIVISION
220 N FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Mail To

PRINTED NAME Zachary Nalder

Phone Number . 601 5454512

SIGNATURE *Zach Nalder*

DATE 9-20-19

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: SPORTS COURT RESURFACING AT 8TH STREET PROJECT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
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RESURFACE COURT

Provide and apply sports court surfacing as depicted in attached drawing. Lay out lines for basketball, tennis, and pickleball as per attached drawing. Provide and install two attachments and tennis net.

09/13/19

1.00

EA

TOTAL BID PRICE \$20,110.00

*Lana Talley*

London, Sylvester

From: Waits, Sharon
Sent: Thursday, September 26, 2019 2:49 PM
To: London, Sylvester
Subject: 2-Quote # 2892

Sylvester,
The quote being accepted for the court surfacing at East 8th Street Park is the higher quote, but the lower quote did not meet the specifications we provided.
Our specs indicated lines in 3 colors for 3 different games. That company wanted to do everything in one color.

Thanks

*Sharon Waits
Accountant, Engineering Department
City of Hattiesburg
P O Box 1898
Hattiesburg, MS 39403-1898
PH 601-545-4541 Fax 601-545-4642
swaits@hattiesburgms.com*

Page No.
Date -
Order Number

AMERICAN TENNIS COURTS, I
1272 BOLTONS BRANCH DRIVE
MOBILE MS 36606

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Mail To.

PRINTED NAME

Jeffrey M. Nichols

NATURE

DATE 9/25/14

Phone Number : 601

5454512

Shipping terms are F.O.B. destination, freight prepaid

JECT LINE: SPORTS COURT RESURFACING AT 8TH STREET PROJECT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expire Date
SURFACE COURT provide and apply sports court surfacing as depicted in attached drawing. Layout lines for basketball, tennis, and pickleball as per attached drawing. Provide and install no stanchions and tennis net.	09/13/19	1.00	EA	\$19,276.00	\$19,276.00	09/21/2019	SEE ATTACH

TOTAL BID PRICE \$17,270.

BILL TO: CITY OF HATTIESBURG
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-60000432

POINT OF CONTACT:

Page Date 09/18/19

PO No. 193155

Req No. 2893

VENDOR MAILING:
BARNETT CONCRETE WORK LLC
PO BOX 16964
HATTIESBURG MS 39404-6964

ESTERS, ARMENDIA
MINUTE BOOK # PENDING
VENDOR # 00090791

(601) 5454599

SHIP TO :
CITY OF HATTIESBURG
CITY HALL-DEPT OF URBAN DEVELOPMENT
200 FORREST STREET - 1ST FLOOR
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: DEMOLITION OF 2100 EDDY ST. CITY-OWNED SINGLE FAMILY HOME

SEND METHOD 1 ()

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001090.7000	DEMOLITION OF HOME DEMOLITION SERVICE FOR 1 RESIDENCE: 2100 EDDY STREET HAZARD MITIGATION GRANT PROJECT (HMGP 4248 0015) TOTAL DEMOLITION OF A SINGLE FAMILY HOME, APPROXIMATELY 2,294 SQUARE FEET, A GAZEBO, AND A SHED. SCOPE OF WORK ALSO INCLUDES: ALL PRECURSORY LOGISTICS SUCH AS MS 811 CONFIRMATION NUMBER, UTILITY I.D., FLAGGING, AND PROPERTY IDENTIFICATION. JOB WORK DATES: 9/20/2019 START DATE AND PROJECT TO BE COMPLETED BY 10/30/2019. EQUIPMENT NEEDED: HEAVY DUTY DEMO BACKHOE. CONTRACTOR TO PROVIDE EQUIPMENT AND LABOR TO SAFELY COLLAPSE THE STRUCTURES AND TO TRANSFER ALL MATERIALS AND DEBRIS INTO DUMP TRUCKS. CONTRACTOR TO TRANSFER ANY/ALL CONCRETE INCLUDING: STEPS, SIDEWALKS (OTHER THAN CITY SIDEWALKS) DRIVEWAYS, PATIOS, FOUNDATIONS, ETC. HAULING AND TIPPING FEES. CONCRETE IS NOT TO BE MIXED WITH OTHER MATERIALS (WASTE SITE REQUIREMENT). ALL CONCRETE/SLAB MATERIALS ARE TO BE LOADED IN 1 TRUCK. CONTRACTOR TO LEVEL SITE WHICH MAY REQUIRE SUITABLE FILL. MATERIAL. CONTRACTOR TO SEED PROPERTY IN ORDER TO RETURN THE LOT TO A GREEN SPACE.	1.00	EA	10,500.0000	10,500.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 10,500.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE CONTACT ACCOUNTING (601) 545-4686.

KERMAE EATON
CITY CLERK

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 9/16/19
Order Number 2893 QQBARNETT CONCRETE WORK LLC
PO BOX 16964
HATTIESBURG MS 39404-6964Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W. FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401PRINTED NAME LEMANUEL BARNETT, SR.

Phone Number . . . 601 5454512

SIGNATURE Lemmanuel Barnett, Sr. DATE 9/16/2019

Shipping terms are F.O.B. destination, freight prepaid

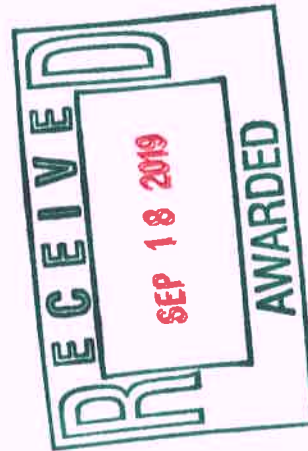
PROJECT LINE: DEMOLITION OF 2100 EDDY ST. CITY-OWNED SINGLE FAMILY HOME

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
DEMOLITION OF HOME	09/16/19	1.00	EA	\$10,500.00	\$10,500.00		

DEMOLITION OF HOME
DEMOLITION SERVICE FOR 1 RESIDENCE: 2100 EDDY STREET
HAZARD MITIGATION GRANT PROJECT (HIGP) 4248-0018
TOTAL DEMOLITION OF A SINGLE FAMILY HOME, APPROXIMATELY
3,384 SQUARE FEET, A GARAGE, AND A SHED. SCOPE OF WORK ALSO
INCLUDES:
ALL PRECIPITARY LOGISTICS SUCH AS MS S11 CONFIRMATION NUMBER,
LOS HAZARD DATES: 9/20/2019 START DATE AND PROJECT TO BE
COMPLETED BY 10/30/2019.
EQUIPMENT NEEDED: HEAVY DUTY DEMO BACKHOE.
CONTRACTOR TO PROVIDE EQUIPMENT AND LABOR TO SAFELY COLLAPSE
THE STRUCTURES AND TO TRANSFER ALL MATERIALS AND DEBRIS INTO
DUMP TRUCKS.
CONTRACTOR TO TRANSFER ANY/ALL CONCRETE INCLUDING:
STEPS, SIDEWALKS (OTHER THAN CITY SIDEWALKS) DRIVEWAYS,
RAILINGS AND FLOORING, ETC. CONCRETE IS NOT TO BE MIXED WITH
OTHER MATERIALS (W/ SITE REQUIREMENT). ALL CONCRETE/SLAB
MATERIALS ARE TO BE LOADED IN 1 PILE.
CONTRACTOR TO LEVEL SITE WHICH MAY REQUIRE SUITABLE FILL
MATERIAL. CONTRACTOR TO SEED PROPERTY IN ORDER TO RETURN
THE LOT TO A GREEN SPACE.

TOTAL BID PRICE \$10,500.00

(TEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS)



[Handwritten Signature]
9-18-19

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 9/16/19
Order Number : : 2893 QQMSP ENTERPRISES, LLC
683 R V LINDLEY ROAD
MOSELLE MS 39459Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

Shipping terms are F.O.B. destination, freight prepaid

PRINTED NAME *Dynida Jarrell*SIGNATURE *Dynida Jarrell* DATE *9/17/19*

PROJECT LINE: DEMOLITION OF 2100 EDDY ST. CITY-OWNED SINGLE FAMILY HOME

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
DEMOLITION OF HOME	09/16/19	1.00	EA	14,295.00	14,295.00	9-19-19	10-30-19

DEMOLITION SERVICE FOR 1 RESIDENCE: 2100 EDDY STREET
HAZARD MITIGATION GRANT PROJECT (HMGP 4248 0015)
TOTAL DEMOLITION OF A SINGLE FAMILY HOME, APPROXIMATELY
2,294 SQUARE FEET, A GAZEBO, AND A SHED. SCOPE OF WORK ALSO
INCLUDES:
ALL PRECURSORY LOGISTICS SUCH AS MS 811 CONFIRMATION NUMBER,
UTILITY I.D. FLAGGING, AND PROPERTY IDENTIFICATION.
JOB WORK DATES: 9/20/2019 START DATE AND PROJECT TO BE
COMPLETED BY 10/30/2019.
EQUIPMENT NEEDED: HEAVY DUTY DEMO BACKHOE.
CONTRACTOR TO PROVIDE EQUIPMENT AND LABOR TO SAFELY COLLAPSE
THE STRUCTURES AND TO TRANSFER ALL MATERIALS AND DEBRIS INTO
DUMP TRUCKS.
CONTRACTOR TO TRANSFER ANY/ALL CONCRETE INCLUDING:
STEPS, SIDEWALKS (OTHER THAN CITY SIDEWALKS) DRIVEWAYS,
PATIOS, FOUNDATIONS, ETC. CONCRETE IS NOT TO BE MIXED WITH
HAULING AND TIPPING FEES. (WASTE SITE REQUIREMENT). ALL CONCRETE/SLAB
OTHER MATERIALS ARE TO BE LOADED IN 1 TRUCK.
CONTRACTOR TO LEVEL SITE WHICH MAY REQUIRE SUITABLE FILL
MATERIAL. CONTRACTOR TO SEED PROPERTY IN ORDER TO RETURN
THE LOT TO A GREEN SPACE.

TOTAL BID PRICE 14,295.00

MEMORANDUM

TO: Mayor and Council
FROM: Michael Pope
DATE: September 30, 2019
SUBJECT: Unadvertised Bid Docket Acknowledgement

Attached is the unadvertised bid docket for the period of August 26, 2019 through September 29, 2019, 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 acknowledgement on the minutes of the City Council. Should there be any questions, please feel free to contact my office.

MAP

SUCCESSFUL BID/ OTHER BID	BID RECEIVED	BID AWARDED	BID AMOUNT	PURCHASE ORDER	ITEM DESCRIPTION
HOLLINGSWORTH HARDWOOD FLOORS, INC HUB CITY CONSTRUCTION INC	08/23/19 08/23/19	08/26/19 08/26/19	30,219.20 48,900.00	192485	REFURBISH THAMES ELEMENTARY GYMNASIUM FLOOR
JEFCOAT FENCE OF HATTIESBURG UNITED FENCE COMPANY	08/21/19 08/22/19	08/27/19 08/27/19	7,850.00 8,772.00	192513	LABOR & MATERIALS TO INSTALL NEW PARKING GA
UNIFORM SURPLUS OF AMERICA, LLC PLAY IT AGAIN SPORTS	09/05/19 09/06/19	09/09/19 09/09/19	4,232.00 4,859.00	192869	HFD UNIFORM ITEMS
CENTRAL PIPE SUPPLY INC CONSOLIDATED PIPE & SPLY CO INC SOUTHERN PIPE & SUPPLY CO INC	09/06/19 09/10/19 09/06/19	09/11/19 09/11/19 09/11/19	4,103.64 4,609.80 4,677.00	192977	PLUMBING SUPPLIE -- WAREHOUSE STOCK FOR WAT
JEFCOAT FENCE OF HATTIESBURG T L CONSTRUCTION UNITED FENCE COMPANY	09/12/19 09/12/19 09/12/19	09/16/19 09/16/19 09/16/19	8,800.00 9,000.00 9,120.00	193069	TWIN FORK RISING OFFICE-FENCE
WEBBS PAINT COMPANY MSP ENTERPRISES, LLC	09/12/19 09/12/19	09/17/19 09/17/19	7,950.00 8,683.00	193098	REPAIRS TO EXTERIOR AND INTERIOR OF TRAIN D
BARNETT CONCRETE WORK LLC (BCW) MSP ENTERPRISES, LLC	09/16/19 09/17/19	09/18/19 09/18/19	10,500.00 14,295.00	193155	DEMOLITION OF 2100 EDDY ST. CITY-OWNED SI
JEFCOAT FENCE OF HATTIESBURG UNITED FENCE COMPANY	09/19/19 09/20/19	09/24/19 09/24/19	9,995.00 18,630.00	193335	EAST 8TH STREET PARK PROJECT FENCING
AMERICAN TENNIS COURTS AUSTRALIAN COURTWORKS INC	09/20/19 09/20/19	09/26/19 09/26/19	19,276.00 20,110.00	193391	SPORTS COURT RESURFACING AT 8TH STREET PROJ



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Darnelle Larremore
cc: Kermas Eaton, City Clerk
Date: Tuesday, October 8, 2019
Re: Acknowledge receipt of Privilege Tax License Report for August, 2019.
File Number: 2019-190
Minute Book #

Summary

Acknowledge receipt of Privilege Tax License Report for August, 2019.

Recommendation Statement

I am recommending acknowledgment of Privilege Tax License Report for August, 2019

Please place this on the October 8, 2019 City Council meeting for consideration.

PRIVILEGE LICENSE MONTHLY REPORT

08/01/2019 TO 08/31/2019

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-01-19-015135	\$38.33		PHO SAIGON VIETNAMESE CUISINE 2902 HARDY ST STE 40 & 50 HATTIESBURG MS 39401
LIC-05-16-007016	\$0.00		ADVANTAGE FINANCIAL SERVICES 6242 HWY 98 STE 20 HATTIESBURG MS 39402
LIC-05-19-015814	\$55.00		UNITED RENTALS (NORTH AMERICA), INC. 45 BLACKWELL BLVD HATTIESBURG MS 39402
LIC-06-19-016141	\$45.00		JUMP'IN GYMNASTICS & TUMBLING HATTIESBURG, LLC 111 FAIRFIELD DR HATTIESBURG MS 39402
LIC-06-19-016198	\$50.00		AMERICAN APPLIANCE PARTS & SUPPLY INC OF HATTIESBURG 6142 HWY 98 W HATTIESBURG MS 39402
LIC-07-19-016255	\$28.33		THE DAIQUIRI DIVE/VENUE 49 6208 HWY 49 HATTIESBURG MS 39401
LIC-07-19-016256	\$2.50		THE DAIQUIRI DIVE/VENUE 49 PO BOX 165 PETAL 39465
LIC-07-19-016292	\$45.00		CITY GEAR #143 813 RIDGE LAKE BLVD STE 400 MEMPHIS TN 38120
LIC-07-19-016315	\$136.00		PANERA BREAD 4600 HARDY ST HATTIESBURG MS 39402
LIC-07-19-016359	\$55.00		RILEY DARBY & WILSON PRIVATE WEALTH MANAGEMENT GROUP 6440 HWY 98 HATTIESBURG MS 39402
LIC-07-19-016360	\$45.00		YOUR CBD STORE 403 MAIN ST HATTIESBURG MS 39401
LIC-07-19-016365	\$20.00		THE HILLMAN GROUP INC 6004 HWY 98 HATTIESBURG MS 39402
LIC-07-19-016383	\$20.00		KLASSY K, INC. 35 HICKORY HOLLOW HATTIESBURG MS 39402
LIC-08-19-016493	\$1.25		PHO SAIGON VIETNAMESE CUISINE 2902 HARDY ST STE 40 & 50 HATTIESBURG MS 39401
LIC-08-19-016503	\$20.00		SMELLS LAST FOREVER 1315 CHERRY ST HATTIESBURG MS 39401

LIC-08-19-016506	\$20.00	TIM MIDDLETON CONSTRUCTION 21 HIDDEN HOLLOW DR LAUREL MS 39443
LIC-08-19-016523	\$20.00	MOORE CONSTRUCTION INC 10 COMMERCIAL WAREHOUSE DR HATTIESBURG MS 39402
LIC-08-19-016542	\$20.00	SOUTHERN MANORS REALTY, INC 1411 CONCERT ST HATTIESBURG MS 39401
LIC-08-19-016587	\$1.25	EASTSIDE GROCERY 600 EASTSIDE AV HATTIESBURG MS 39401
LIC-08-19-016603	\$250.00	ART OF ROUX 200 S 34TH AV HATTIESBURG MS
LIC-08-19-016623	\$20.00	EASTSIDE GROCERY 600 EASTSIDE AV HATTIESBURG MS 39401
LIC-08-19-016629	\$20.00	J & J CONSTRUCTION OF MS LLC 15 OLD AIRPORT RD LOT 501 HATTIESBURG MS 39401
LIC-08-19-016648	\$20.00	PARADIGM CONTRACTORS, LLC 125 DAFFODIL LN BRANDON MS 39043
LIC-09-16-008479		SOUTH POINT WINE & LIQUOR 5328 HWY 49 HATTIESBURG MS 39401
LIC-10-18-014569	\$13.75	LECTURE 608 WOODLAND HILLS DR HATTIESBURG MS 39402
LIC-11-16-008975		SOUTHERN MISSISSIPPI FEDERAL CREDIT UNION 3318 HARDY ST HATTIESBURG MS 39401
LIC-11-18-014812	\$12.50	49 SUPER STOP 6497 N HWY 49 HATTIESBURG MS 39402
LIC-11-18-014813	\$41.67	49 SUPER STOP 6497 N HWY 49 HATTIESBURG MS 39402
LIC-12-18-014838	\$55.00	SMART START COMMUNITY SCHOOL LLC 2 183 OLD AIRPORT RD HATTIESBURG MS 39401
LIC-12-18-014839	\$45.00	T&S DESIGNS 301 HUMBLE AV STE 168 HATTIESBURG MS 39401
30	\$1,100.58	

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-06-19-016185	\$30.00	\$219.00	WAYSIDE CHILD DAY CARE 919 EDWARDS STREET HATTIESBURG MS 39401
LIC-08-19-016455	\$30.00		SOUTHERN COLONEL HOMES, INC. #2 7390 HIGHWAY 49 N HATTIESBURG MS 39402
LIC-08-19-016456	\$45.00		SAKALARIOS, BLACKWELL, SIMS & SCHOCK, PLLC 1817 HARDY STREET HATTIESBURG MS 39403-1858

LIC-08-19-016457	\$20.00		LOANMAX 507 BROADWAY DRIVE HATTIESBURG MS 39401-
LIC-08-19-016458	\$81.00		MCDONALD'S #10694 4900 HARDY STREET HATTIESBURG MS 39402
LIC-08-19-016459	\$30.00		EXECUTIVE INN 6595 HIGHWAY 49 HATTIESBURG MS 39401-
LIC-08-19-016460	\$30.00		ECONO LODGE 309 SOUTH 16TH AV N LAUREL MS 394400000
LIC-08-19-016461	\$30.00		MARTIN H. BAKER, JR. DDS 6504 HIGHWAY 98 STE G HATTIESBURG MS 39402
LIC-08-19-016462	\$20.00		METRO MEDICAL 5268 OLD HIGHWAY 11 STE 2 HATTIESBURG MS 39401
LIC-08-19-016463	\$20.00		HOOD COMPANIES, INC 623 MAIN STREET HATTIESBURG MS 39401
LIC-08-19-016464	\$20.00	\$2.20	AIR MAINTENANCE INC. PO BOX 18587 HATTIESBURG MS 39404-
LIC-08-19-016465	\$20.00	\$3.00	LIBERTY MAIL CENTER 5266 OLD HWY 11 STE 50 HATTIESBURG MS 39402
LIC-08-19-016466	\$40.00		SOUTHERN GAS & SUPPLY INC. 1512 MAIN STREET HATTIESBURG MS 39401-
LIC-08-19-016467	\$20.00	\$28.00	MALLETTE ELECTRICAL 125 CHESLER MOSLEY ROAD MOSELLE MS 39459-
LIC-08-19-016469	\$30.00		TOTAL KIDS ZONE LLC 6054 U S HWY 49 HATTIESBURG MS 39401-
LIC-08-19-016470	\$20.00		SCOTT SCHWARTZ, P.A. PO BOX 191 HATTIESBURG MS 394030000
LIC-08-19-016471	\$93.00		UNICARE RX, INC. 124 WALNUT STREET HATTIESBURG MS 394010000
LIC-08-19-016472	\$20.00		DERKSON OF HATTIESBURG 7336 N HWY 49 HATTIESBURG MS 39401
LIC-08-19-016473	\$20.00		BONNER ELECTRIC CO. 933 RICHBURG HILL ROAD HATTIESBURG MS 394020000
LIC-08-19-016474	\$20.00		ASC OF HATTIESBURG, LLC 103 MILSAPS DRIVE HATTIESBURG MS 39402
LIC-08-19-016475	\$30.00		JIMMY JOHN'S #2857 4960 HARDY STREET HATTIESBURG MS 39403
LIC-08-19-016476	\$1,455.00		HERTZ PO BOX 8000 MONSEY NY 10952

LIC-08-19-016477	\$96.00	HOME HEALTH CARE SYSTEMS, INC. PO BOX 380546 BIRMINGHAM AL 35238
LIC-08-19-016478	\$48.00	HOSPICE CARE OF MISSISSIPPI LLC 133 MAYFAIR ROAD HATTIESBURG MS 39402
LIC-08-19-016479	\$150.00	DOLLAR TREE #2203 5889 HIGHWAY 49 HATTIESBURG MS 39401
LIC-08-19-016480	\$20.00	HUB CITY INSURANCE 2803 PRINCE GEORGE RD HATTIESBURG MS 39402
LIC-08-19-016481	\$30.00	BANCORP SOUTH WESTWOOD BRANC 4650 HARDY STREET STE 532 HATTIESBURG MS
LIC-08-19-016482	\$20.00	BANCORP SOUTH CONTROL DEPT. 100 HARDY ST HATTIESBURG MS 39401
LIC-08-19-016483	\$150.00	BANCORP SOUTH 100 HARDY ST HATTIESBURG MS 39401
LIC-08-19-016484	\$20.00	FG SUBWAY, INC 77 BIENVILLE TRC HATTIESBURG MS 39402
LIC-08-19-016485	\$20.00	FAIRCHILD MOTORS #2 2011 W PINE STREET HATTIESBURG MS 39401
LIC-08-19-016486	\$20.00	SOUTH 3002 HARDY ST STE 140 HATTIESBURG MS 39401
LIC-08-19-016487	\$20.00	HWY 42 TIRE SHOP 1416 CARTERVILLE RD PETAL MS 39465
LIC-08-19-016488	\$20.00	COMPLIANCE ENVIROSYSTEMS, LLC 1401 SEABORD DRIVE BATON ROUGE LA 70810-
LIC-08-19-016489	\$20.00	TAYLOR RENTAL 4219 LINCOLN EXTENTION ROAD HATTIESBURG MS 394020000
LIC-08-19-016490	\$30.00	AUTO ARMATURE SERVICE INC. 200 BROADWAY DRIVE HATTIESBURG MS 39401-
LIC-08-19-016491	\$20.00	WINDHAM SIGNS 34 STONEFIELD DRIVE PURVIS MS 39475-3047
LIC-08-19-016492	\$30.00	MOBILE SOLUTIONS LLC PO BOX 3060 TUPELO MS 38803
LIC-08-19-016495	\$20.00	PARADIGM 5295 OLD HWY 11 STE 9 HATTIESBURG MS 39402
LIC-08-19-016496	\$45.00	HEADRICK SIGN & GRAPHICS, INC. 1 FREEDOM SQUARE LAUREL MS 394403325
LIC-08-19-016497	\$20.00	\$2.20 NUNEZ 416 BROAD STREET HATTIESBURG MS 394010000

LIC-08-19-016498	\$54.00		PIZZA HUT #2212 1000 BROADWAY DRIVE HATTIESBURG MS 39401-
LIC-08-19-016499	\$20.00		SEW SELECT 4400 HARDY ROAD STE B-9 HATTIESBURG MS 39402-
LIC-08-19-016500	\$20.00		THE UPS STORE #2758 6068 HIGHWAY 98 W 1 HATTIESBURG MS 394020000
LIC-08-19-016501	\$30.00		SOUTHEASTERN ASPHALT & CONSTRUCTION CO LLC PO BOX 16748 HATTIESBURG MS 39404
LIC-08-19-016502	\$93.00		RA SHOP #7 LLC 629 LOTUS DR N. MANDEVILLE LA 704710000
LIC-08-19-016504	\$20.00	\$3.00	MARKETPLACE ANTIQUES 197 SOMERSET DR HATTIESBURG MS 39402
LIC-08-19-016505	\$20.00	\$24.40	1914 WEST PINE ESTATE AUCTION 1914 W PINE ST HATTIESBURG MS 39401-
LIC-08-19-016507	\$250.00		SPIRIT HALLOWEEN 4649 HARDY ST HATTIESBURG MS 39402
LIC-08-19-016510	\$20.00		FRAMES AND PANES 3416 HARDY STREET STE 100 HATTIESBURG MS 39401-
LIC-08-19-016512	\$20.00		HUB CITY GRAPHIX 2902 HARDY ST 60 HATTIESBURG MS 39402
LIC-08-19-016513	\$340.00		OLLIE'S BARGAIN OUTLET, INC. 6295 ALLENTOWN BLVD STE 1 HARRISBURG PA 17112
LIC-08-19-016514	\$70.00		DUFF AMUSEMENT CAR WASH 2400 LINCOLN ROAD HATTIESBURG MS 39402
LIC-08-19-016516	\$30.00		BANCORP SOUTH 713 BROADWAY DR HATTIESBURG MS 39401
LIC-08-19-016517	\$30.00		BANCORP SOUTH PO DRAWER 789 TUPELO MS 388020000
LIC-08-19-016518	\$20.00		THE VENUE 127 BUSCHMAN STREET HATTIESBURG MS 39401-
LIC-08-19-016519	\$60.00		HAVARD PEST CONTROL INC. 5297 OLD HIGHWAY 11 1 HATTIESBURG MS 39403
LIC-08-19-016520	\$20.00		JOHN F KAVANAUGH LLC 22 98 PLACE 10 HATTIESBURG MS 39402-
LIC-08-19-016521	\$30.00		CLINTON CPA FIRM PLLC PO BOX 70 HATTIESBURG MS 394010000
LIC-08-19-016522	\$30.00		ADVANCED CARPET & RUG CARE, LLC 5268 OLD HWY 11 STE 11 HATTIESBURG MS 39402

LIC-08-19-016525	\$20.00		CRICKET AUTHORIZED RETAILER 934 BROADWAY DR HATTIESBURG MS 39401
LIC-08-19-016526	\$30.00		TATUM DEVELOPMENT CORP 3000 W 7TH STREET HATTIESBURG MS 39403
LIC-08-19-016527	\$40.00		CARTER'S 3438 PEACHTREE ROAD NE STE 1800 ATLANTA GA 30326-
LIC-08-19-016528	\$30.00		GILDER, Q. JERRY D.D.S. 1311 S 28TH AVENUE HATTIESBURG MS 39402
LIC-08-19-016529	\$30.00		DICKEYS BARBECUE PIT 50 CROSS CREEK PARKWAY HATTIESBURG MS 394020000
LIC-08-19-016530	\$440.00		ULTA BEAUTY 1000 REMINGTON BLVD STE 120 ATN TAX DEPT BOLINGBROOK IL 60440
LIC-08-19-016531	\$20.00		GOLDEN TOUCH CAR WASH 214 WOODSTONE DR HATTIESBURG MS 39402
LIC-08-19-016532	\$20.00		J & S APPLIANCE SVC. & SALES 1508 OLD RICHTON RD PETAL MS 39465
LIC-08-19-016534	\$45.00		REDBOX AUTOMATED RETAIL LLC 1900 HARDY STREET HATTIESBURG MS 39401-
LIC-08-19-016535	\$45.00		REDBOX AUTOMATED RETAIL, LLC 4050 HWY 11 HATTIESBURG MS 39401
LIC-08-19-016536	\$45.00		REDBOX AUTOMATED RETAIL, LLC 4904 HARDY ROAD HATTIESBURG MS 39401
LIC-08-19-016537	\$45.00		REDBOX AUTOMATED RETAIL, LLC ONE TOWER LANE STE 900 OAKBROOK TERRACE IL 60181-
LIC-08-19-016538	\$45.00		REDBOX AUTOMATED RETAIL, LLC 7123 HWY 98 HATTIESBURG MS 39402-
LIC-08-19-016541	\$20.00		COOLKUTZ BARBERSHOP 5912 HIGHWAY 49 HATTIESBURG MS 394
LIC-08-19-016543	\$30.00	\$76.80	W.R. FAIRCHILD CONSTRUCTION CO. P.O. BOX 15909 N HATTIESBURG MS 39401-
LIC-08-19-016544	\$20.00		AMERICAN SELF STORAGE 1110 W PINE STREET HATTIESBURG MS 39401-
LIC-08-19-016545	\$20.00		AMERICAN DATA MANAGEMENT AND STORAGE, LLC 1110 W PINE STREET HATTIESBURG MS 39401-
LIC-08-19-016546	\$20.00		K & B BODY SHOP 409 PROVIDENCE STREET HATTIESBURG MS 39401-
LIC-08-19-016547	\$20.00		J ALLEN PEGUES 20 COUNTRY CLUB LN HATTIESBURG MS 394020000

LIC-08-19-016549	\$20.00		MAYFIELD HEATING & AIR PO BOX 1318 N PETAL MS 39465
LIC-08-19-016550	\$20.00		AFC 11299 N FAIRFIELD ST ATTN: LEGAL DEPT CARMEL IN 46032
LIC-08-19-016551	\$93.00		ROSS DRESS FOR LESS #859 5130 HACIENDA DR B3N6 DUBLIN CA 945680000
LIC-08-19-016552	\$80.00		KOHLER COMPANY 444 HIGHLAND DRIVE KOHLER WI 530440000
LIC-08-19-016553	\$63.00		POMANK VENTURES 500 KATIE AV HATTIESBURG MS 39401
LIC-08-19-016554	\$10.00		POMANK VENTURES 500 KATIE AV HATTIESBURG MS 39401
LIC-08-19-016555	\$20.00		RE/MAX REAL ESTATE PARTNERS 119 MAYFAIR ROAD HATTIESBURG MS 39402
LIC-08-19-016556	\$30.00		PRECISION PLUMBING & HEATING, INC PO BOX 1116 PETAL MS 394650000
LIC-08-19-016557	\$30.00		NUWAY AUTO SALES 2006 W PINE ST HATTIESBURG MS 39401
LIC-08-19-016558	\$0.00	\$0.00	JOHNSON CONTROLS INC. 77 ACADEMY DRIVE HATTIESBURG MS 39401-
LIC-08-19-016559	\$20.00		J B DENTAL LAB 2019 HARDY STREET HATTIESBURG MS 394010000
LIC-08-19-016560	\$30.00		BAPTIST MEDICAL & DENTAL MISSION INTERNATIONAL 11 PLAZA DRIVE HATTIESBURG MS 394020000
LIC-08-19-016561	\$20.00		THE LAW OFFICES OF WES STOVER 403 SOUTH STATE ST JACKSON MS 39201-
LIC-08-19-016562	\$20.00		EAST SIDE AUTO REPAIR 121 TUSCAN AVENUE HATTIESBURG MS 391010000
LIC-08-19-016563	\$20.00	\$2.20	HWY 42 BY PASS CAR WASH 5437 HWY 42 BY PASS HATTIESBURG MS 39401
LIC-08-19-016564	\$20.00		32 A YOGURT BAR 6136 HIGHWAY 98 STE 101 HATTIESBURG MS 39402-
LIC-08-19-016565	\$20.00		PARK PINES APARTMENTS 447 WILLIAM CAREY PKWY HATTIESBURG MS 39401-
LIC-08-19-016566	\$20.00		PIEDMONT PARK APARTMENTS 78 WISTERIA DRIVE HATTIESBURG MS 39401-
LIC-08-19-016567	\$30.00		SLEEP INN & SUITES 6603 HWY 49 N HATTIESBURG MS 39401-

LIC-08-19-016568	\$20.00		GORDON'S CREEK PRESS, INC. 1316 HARDY STREET HATTIESBURG MS 39401-
LIC-08-19-016569	\$380.00		SOUTHERN PIPE SUPPLY CO 116 LUNDY LANE HATTIESBURG MS 39401-
LIC-08-19-016575	\$57.00		MISSISSIPPI MUSIC INC. 222 S MAIN STREET HATTIESBURG MS 39401
LIC-08-19-016576	\$20.00	\$2.80	CELLULAR SOLUTIONS 1000 TURTLE CREEK DR PK-01 HATTIESBURG MS 39402
LIC-08-19-016577	\$105.00		BEAN MOVING AND STORAGE 4908 HIGHWAY 49 S HATTIESBURG MS 39401
LIC-08-19-016578	\$20.00		CONNECT CHIROPRACTIC 103 WALNUT STREET HATTIESBURG MS 39401-
LIC-08-19-016584	\$20.00		BUCKOS CLEANERS 6242 HIGHWAY 98 20 HATTIESBURG MS
LIC-08-19-016585	\$93.00		FAMILY DOLLAR STORES #3708 500 VOLVO PKWY TAX & LICENSE CHESAPEAKE VA 23320
LIC-08-19-016588	\$20.00		PAGE FAMILY & SPORT CHIROPRACTIC 4700 HARDY STREET STE M HATTIESBURG MS 39402-
LIC-08-19-016589	\$30.00		CSPIRE 1018 HIGHLAND COLONY PARKWAY STE 330 RIDGELAND MS 39157-
LIC-08-19-016590	\$150.00		C-SPIRE 4930 HIGHWAY 98 W HATTIESBURG MS 39402
LIC-08-19-016591	\$93.00		CELLULAR SOUTH DBA C-SPIRE 1018 HIGHLAND COLONY PARKWAY STE 330 RIDGELAND MS 391570000
LIC-08-19-016592	\$20.00		MICHAEL'S PLUMBING 12302 THEO BILBO RD CARRIERE MS 39426
LIC-08-19-016593	\$20.00	\$2.60	BOMBSHELL SALON 38 TUSCAN LN SUMRALL MS 39482
LIC-08-19-016594	\$0.00		HATTIESBURG CLINIC. P.A.-COPD CARE, CCC, FAMILY MEDICINE 415 S 28TH AV HATTIESBURG 394017283
LIC-08-19-016595	\$30.00	\$43.80	SONIC DRIVE IN 6872 HIGHWAY 49 HATTIESBURG MS 39401
LIC-08-19-016596	\$300.00		ASHLEY FURNITURE HOME STORE 6143 HIGHWAY 98 110 HATTIESBURG MS 39402
LIC-08-19-016598	\$36.00		SOUTHERN SURGERY CENTER, LLC 3688 VETERAN MEMORIAL DRIVE STE 100 HATTIESBURG MS 39401-
LIC-08-19-016599	\$20.00		WILSON 8:21 PAINTING & MORE 119 COMANCHE DRIVE HATTIESBURG MS 39402

LIC-08-19-016600	\$30.00		ADVANCE FRAMING MATERIAL, INC 4150 OLD MOBILE HIGHWAY LUCEDALE MS 39452-
LIC-08-19-016604	\$30.00		HEALTHWORKS, LLC 415 S. 28TH AV ATTN: SUSAN PARKER HATTIESBURG MS 39401
LIC-08-19-016608	\$26.67		EASTSIDE GROCERY 600 EASTSIDE AV HATTIESBURG MS 39401
LIC-08-19-016609	\$60.00		WAFFLE HOUSE #1980 963 BROADWAY DR HATTIESBURG MS 39401
LIC-08-19-016610	\$30.00		SOUTHERN UROLOGY SURGERY CENTER, LLC 139 FAIRFIELD DRIVE HATTIESBURG MS 39402-
LIC-08-19-016611	\$0.00		HATTIESBURG SURGERY CENTER 139 FAIRFIELD DRIVE HATTIESBURG MS 39403
LIC-08-19-016612	\$30.00		HATTIESBURG SURGERY CENTER 139 FAIRFIELD DRIVE HATTIESBURG MS 39403
LIC-08-19-016613	\$30.00		CDI CONTRACTORS, LLC 1600 CANTRELL RD LITTLE ROCK AR 72201
LIC-08-19-016614	\$30.00		ONE 80 FITNESS INC. 10598 D'IBERVILLE BLVD STE J D'IBERVILLE MS 39540
LIC-08-19-016615	\$150.00		HATTIESBURG CLINIC CLOVERLEAF MED PLAZA 415 S 28TH AVENUE HATTIESBURG MS 394010000
LIC-08-19-016616	\$30.00	\$3.60	LONDON & STETELMAN, INC 3906 HARDY STREET HATTIESBURG MS 394021327
LIC-08-19-016617	\$48.00		HATTIESBURG CLINIC. P.A.-COPD CARE, CCC, FAMILY MEDICINE 1101 A S 28TH AV HATTIESBURG 39401
LIC-08-19-016618	\$30.00		HATTIESBURG CLINIC - SATELLITE MGT OFFICE 415 S 28TH AV HATTIESBURG MS 39401
LIC-08-19-016619	\$20.00		HATTIESBURG CLINIC - TRAINING ROOM E 415 S 28TH AV HATTIESBURG MS
LIC-08-19-016620	\$20.00		HATTIESBURG CLINIC - TRAINING ROOM "C" 114 N 40TH AV STE C HATTIESBURG MS 39401
LIC-08-19-016622	\$15.00		EASTSIDE GROCERY 600 EASTSIDE AV HATTIESBURG MS 39401
LIC-08-19-016624	\$30.00		PLANET FITNESS 6128 US HWY 49 HATTIESBURG MS 39401
LIC-08-19-016625	\$20.00		BLACK AND COMPANY LLC/BLACK FINANCIAL SERVICES LLC 6102 HWY 98 STE 45 HATTIESBURG MS 39402-
LIC-08-19-016626	\$30.00		COPELAND, COOK, TAYLOR & BUSH, PA 110 SHEFFIELD LOOP HATTIESBURG MS 39402-

LIC-08-19-016628	\$69.00		JUVO TECHNOLOGIES, LLC 518 N MAIN STREET HATTIESBURG MS 39401
LIC-08-19-016631	\$20.00	\$2.40	THE WATER STORE 405 LAKEWOOD LOOP HATTIESBURG MS 394020000
LIC-08-19-016632	\$40.00		COMMERCIAL BUSINESS INTERIORS, INC. 6927 HIGHWAY 49 N HATTIESBURG MS 39402
LIC-08-19-016635	\$150.00		PUCKETT MACHINERY 6751 HIGHWAY 49 N HATTIESBURG MS 39401-
LIC-08-19-016636	\$0.00	\$0.00	TAZIKI'S MEDITERRANEAN CAFE PO BOX 130508 BIRMINGHAM AL 35213
LIC-08-19-016637	\$0.00	\$0.00	TAZIKI'S MEDITERRANEAN CAFE PO BOX 130508 BIRMINGHAM AL 35213
LIC-08-19-016638	\$0.00	\$0.00	TAZIKI'S MEDITERRANEAN CAFE PO BOX 130508 BIRMINGHAM AL 35213
LIC-08-19-016639	\$0.00	\$0.00	TAZIKI'S MEDITERRANEAN CAFE PO BOX 130508 BIRMINGHAM AL 35213
LIC-08-19-016640	\$20.00	\$2.20	HOME STYLE RESTAURANT 1929 EDWARDS ST HATTIESBURG MS 39401
LIC-08-19-016641	\$20.00		GILBERT CLEANING SERVICES 428 MABLE STREET HATTIESBURG MS 39401-
LIC-08-19-016642	\$30.00		GREEN EYE INSTITUTE, P. A. PO BOX 15729 HATTIESBURG MS 394045729
LIC-08-19-016643	\$20.00		FRENCH'S CLOTHING FOR U 627 A MILTON BARNES AV HATTIESBURG MS 39401
LIC-08-19-016644	\$15.00		FRENCH'S CLOTHING FOR U 718 JAMES ST HATTIESBURG MS 39401
LIC-08-19-016645	\$20.00	\$4.20	J.C. COOK'S BARBER SHOP 36 BELLEPOINTE CIRCLE PURVIS MS 394750000
LIC-08-19-016646	\$69.00	\$12.42	BRADY ELECTRIC, INC 510 ELLISVILLE BOULEVARD LAUREL MS 394400000
LIC-08-19-016649	\$30.00		THE JUICY CRAB 6163 HWY 98 HATTIESBURG MS 39402
LIC-08-19-016650	\$15.00		BONHOMIE GROCERY 1714 COUNTRY CLUB ROAD HATTIESBURG MS 394010000
LIC-08-19-016651	\$20.00		BONHOMIE GROCERY 1714 COUNTRY CLUB ROAD HATTIESBURG MS 394010000
LIC-08-19-016652	\$20.00		BEAUTIFUL DAY 6196 HIGHWAY 49 HATTIESBURG MS 394010000

Total Collection for August

New Licenses	\$1,100.58
Renewed Licenses	\$8,302.67
Penalties	\$434.82
Grand Total	\$9,838.07



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, October 8, 2019

Re: Acknowledge receipt from Phillip McSwain Certificate of Attendance of the Municipal Court Clerks Statewide Seminar.

File Number: 2019-176

Minute Book #

Summary

Acknowledge receipt from Phillip McSwain Certificate of Attendance of the Municipal Court Clerks Statewide Seminar.

Recommendation Statement

Please place this on the October 8, 2019 City Council meeting for consideration.



Certificate of Attendance

The University of Mississippi Law Center
Awards this Certificate to
Phillip McSwain, Jr.

for having attended the
2019 MUNICIPAL COURT CLERK CONFERENCE
IP Resort – Biloxi, Mississippi
September 11-13, 2019

conducted by the
Mississippi Judicial College
12 Hours Certification

Nacy Demul
Program Manager

R. L.
Director



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Alan Howe, Director of the Water Department

cc:

Date: Tuesday, October 8, 2019

Re: Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #21 - Corporation Stop, 3-Part Union, and Straight Coupling for the Hattiesburg Water Department
File Number: 2019-184
Minute Book #

Summary

Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #21: Corporation Stop, 3-Part Union, and Straight Couplings for the Hattiesburg Water Department

Recommendation Statement

This memo is to ask the council to approve advertisement for a term bid contract for water department repair parts.

Please place this on the October 8, 2019 City Council meeting for consideration.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

TO: Mayor and City Council
FROM: Alan Howe, Water and Sewer, Director
DATE: September 12, 2019
RE: Water Department repair parts

This memo is to ask the council to approve advertisement for a term bid contract for water department repair parts.

Thank you

Alan Howe

**SPECIFICATIONS FOR ITEM #21: CORPORATION STOP, 3-PART UNION, AND
STRAIGHT COUPLING FOR THE HATTIESBURG WATER DEPARTMENT**

Bidder shall bid on furnishing Corporation Stop, 3-Part Union, Straight Coupling, and Corporation Stop Couplings for the Hattiesburg Water Department, which meets or exceeds the following specifications, to-wit:

1. Corporation Stop:

Inlet - AWWA Thread
Outlet - Conductive Compression connection, Type K copper service
pipe size, Rubber compression ring with metal retainer insert, or pack joint
Equal to or better than Ford pack joint
Material - Corporation stop body and moving parts to be red brass
Bidder shall bid on both 3/4" and 1" sizes

2. 3-Part Union:

Connections - Equal to or better than Ford pack joint
Material - Red brass
Sizes - 3/4" and 1" type K copper size

3. Straight Coupling:

Inlet - Equal to or better than Ford pack joint to fit type K copper size
Outlet - Iron pipe threads
Material - Red brass
Sizes - 3/4" and 1" Male

The City of Hattiesburg will only accept bids for products manufactured and assembled/packaged in plants located in the United States. Written certification shall be provided upon request of Hattiesburg Water Department Officials.

The City reserves the right to award multiple categories or line items to the lowest and best bidder. All bidders must list the manufacturer and model or part number for each product offered.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning with official award of the bid, and ending September 30, 2020, items to be purchased as

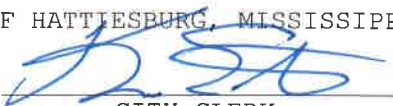
required.

DELIVERY: F.O.B. Hattiesburg, Mississippi, within five (5) working days from issuance of purchase order, freight prepaid.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

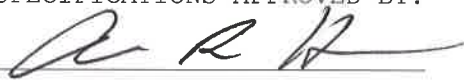
APPROVED on this, the 8th day of October, 2019.

CITY OF HATTIESBURG, MISSISSIPPI

BY: 

CITY CLERK

SPECIFICATIONS APPROVED BY:



WATER DEPARTMENT

ITEM #21 - CORPORATION STOP, 3-PART UNION, STRAIGHT COUPLINGS FOR THE
HATTIESBURG WATER DEPARTMENT

ITEMS	MANUFACTURER/MODEL #	UNIT BID PRICE
CORPORATION STOPS		
3/4"		
1"		
3 PART UNIONS		
3/4"		
1"		
STRAIGHT COUPLINGS		
3/4" MALE		
1" MALE		
GRAND TOTAL BID PRICE		

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive bids in the following manner:

Proposals will be accepted until 10:00a.m. On Thursday, October 31, 2019, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401. Vendors must supply prices with their proposal. A bid form is provided. The bid form should be filled out and uploaded by the date and time stated above.

Specifications and procedures can be downloaded from Central Bidding at www.centralbidding.com All bids must comply with the specifications provided. The City of Hattiesburg reserves the right to amend the specifications, as necessary.

Submissions will be evaluated and vendors submitting acceptable offers will be invited to submit priced bids via reverse auction. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic process, please call Central Bidding at (225)810-4814.

Qualified bidders will be invited to participate in a reverse auction, which will take place on November 14, 2019, at 10:00 a.m.

CORPORATION STOP, 3-PART UNION, AND STRAIGHT COUPLING

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 8th day of October, 2019.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton/s/
CITY CLERK



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ronnie Perkins, Director of Public Works

cc:

Date: Tuesday, October 8, 2019

Re: Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #12 - Furnish and Install Various Chain Link & Vinyl Coated Fencing
File Number: 2019-185
Minute Book #

Summary

Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #12 - Furnish and Install Various Chain Link & Vinyl Coated Fencing

Recommendation Statement

I wish to recommend the Council authorize and approve advertising for Term Bid Item #12 - Fencing and authorize publication of the same.

Please place this on the October 8, 2019 City Council meeting for consideration.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

To: Mayor Toby Barker and City Council

From: Ronnie Perkins, Director of Public Works

Date: September 12, 2019

Re: Approval of Bid

I wish to recommend the Council authorize and approve advertising for Term Bid #12-Fencing and authorize publication of the same.

Thanks,

Ronnie Perkins

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive bids in the following manner:

Proposals will be accepted until 10:00a.m. On Thursday, October 31, 2019, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401. Vendors must supply prices with their proposal. A bid form is provided. The bid form should be filled out and uploaded by the date and time stated above.

Specifications and procedures can be downloaded from Central Bidding at www.centralbidding.com All bids must comply with the specifications provided. The City of Hattiesburg reserves the right to amend the specifications, as necessary.

Submissions will be evaluated and vendors submitting acceptable offers will be invited to submit priced bids via reverse auction. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic process, please call Central Bidding at (225)810-4814.

Qualified bidders will be invited to participate in a reverse auction, which will take place on November 14, 2019, at 10:30 a.m.

Furnish and Install Various Chain Link & Vinyl Coated Fencing

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 8th day of October, 2019.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton/s/
CITY CLERK

SPECIFICATIONS FOR ITEM #12: FURNISH AND INSTALL VARIOUS CHAIN LINK & VINYL
COATED FENCING FOR THE PUBLIC SERVICES DEPARTMENT

Bidder shall bid on furnishing and installing various chain link & vinyl coated fencing for the Public Services Department, which meets or exceeds the following specifications, to-wit:

INSTALLATIONBidder shall bid cost of installing the items
listed on bid form on a per linear foot basis

FABRIC#6 Gauge wire woven in 2" mesh, with barbed
selvages top and bottom - galvanized to current U.S. standards. Quote per
linear foot on sizes listed on bid form.

TOP RAILSSizes listed on bid form

SCHEDULE 40 PIPE1-5/8 X 21 per 100 feet

TENSION BARS.....Sizes listed on bid form
(light)

TENSION BARS.....Sizes listed on bid form
(galvanized)

HARDWARE ITEMSSizes and items listed on bid form

TUBING CUT POSTSSizes listed on bid form

SCHEDULE 40 CUT POSTSSizes listed on bid form

RAIL END CUPS.....Sizes and items listed on bid form

LINE POST TOPS.....Aluminum sizes listed on bid form
Steel sizes listed on bid form

HINGESSizes listed on bid form

TIE WIRESizes and items listed on bid form

POST CAPS.....Steel sizes listed on bid form
(corner posts)Aluminum sizes listed on bid form

TENSION WIRE#7 Gauge Spring Coil per linear foot

TENSION WIRE#11 Gauge Twist Tension Wire per linear foot

BARBWIRE122 Gauge 4 point steel per linear foot

WALK GATES.....Sizes listed on bid form
(with all hardware)

WALK GATES.....Schedule 40 Pipe with welded corners and #9 (with all hardware)
gauge wire. Sizes listed on bid form

DOUBLE DRIVE GATES.....Sizes listed on bid form
(with all hardware)

DOUBLE DRIVE GATES.....With Commercial Drop Rod Assembly
(with all hardware) Size listed on bid form

DOUBLE DRIVE GATES.....Schedule 40 Pipe with welded corners and #9 (with all hardware)
gauge wire. Sizes listed on bid form

ROLL-A-WAY GATES.....Schedule 40 Pipe with welded corners and #9 (with all hardware)
gauge wire. Sizes listed on bid form

STEEL BRACE BANDS.....Sizes listed on bid form

BARBWIRE ARMSSizes listed on bid form
(45 or 90 Degree)

SLEEVESSizes listed on bid form

All work shall be coordinated with and meet the final approval of the City of Hattiesburg, Construction/Maintenance Division. Contractor shall notify the City of Hattiesburg, Construction/Maintenance Division before beginning all projects assigned and upon completion of each project. All work must be completed within the time specified on the Purchase Order.

Pursuant to Section 31-5-51 of the Mississippi Code (Amended) which requires certain vendors have liability insurance, the successful bidder shall furnish to the City of Hattiesburg, before entering into any such contract, proof of general liability insurance coverage in the amount not less than one million dollars (\$1,000,000.00) for bodily injury and property damage.

IMPORTANT: All proposals shall be submitted utilizing the enclosed form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PRICES shall be FIRM for a period beginning with official award of the bid, and ending September 30, 2021, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: F.O.B. Hattiesburg, Mississippi, as indicated on Purchase Order, freight prepaid.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 8TH day of October A. D., 2019.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

CITY CLERK

Specifications approved by:

Public Works Department

ITEM #12 - FURNISH AND INSTALL VARIOUS CHAIN LINK & VINYL COATED FENCING FOR THE PUBLIC SERVICES DEPARTMENT

FENCE INSTALLATION (LABOR)	CHAIN LINK FENCE	VINYL COATED FENCE
	PER FOOT	PER FOOT
4' CHAIN LINK		
5' CHAIN LINK		
6' CHAIN LINK		
8' CHAIN LINK		
10' CHAIN LINK		
12' CHAIN LINK		
BARBWIRE-ABOVE 4' FENCE		
BARBWIRE-ABOVE 5' FENCE		
BARBWIRE-ABOVE 6' FENCE		
TOTAL		

FABRIC	PER 100'	PER 100'
2 X 9 X 48		
2 X 9 X 60		
2 X 9 X 72		
2 X 9 X 96 (TENNIS COURT WIRE 9 GAUGE)		
2 X 11 X 120 (TENNIS COURT WIRE 9 GAUGE)		
2 X 12 X 48 (9 GAUGE)		
2 X 12 X 60 (9 GAUGE)		
2 X 12 X 72 (9 GAUGE)		
TOTAL		

TOP RAILS	EACH	EACH
1-5/8 X .047 X 21		
1-5/8 X .047 X 22		
1-5/8 X .047 X 24		
1-5/8 X .035 X 21		
TOTAL		

SCHEDULE 40 PIPE	PER 100'	PER 100'
1-5/8 X 21		

TENSION BARS (LIGHT)	EACH	EACH
3/16 X 3/4 X 96		
3/16 X 3/4 X 119		
3/16 X 3/4 X 143		
3/16 X 5/8 X 47		
3/16 X 5/8 X 59		
3/16 X 5/8 X 71		
TOTAL		

TENSION BANDS (GALVANIZED)	CHAIN LINK FENCE	VINYL COATED FENCE
	EACH	EACH
1-3/8 X 3/4		
1-5/8 X 3/4		
2 X 3/4		
2-3/8 X 3/4		
3 X 3/4		
4 X 7/8		
6-5/8 X 7/8		
8-5/8 X 7/8		
TOTAL		

HARDWARE ITEMS	EACH	EACH
1/4 X 3/4 CARRIAGE BOLTS		
5/16 X 1-1/4 CARRIAGE BOLTS		
5/16 X 2 CARRIAGE BOLTS		
5/16 X 2-1/2 CARRIAGE BOLTS		
5/16 X 3 CARRIAGE BOLTS		
5/16 X 4-1/2 CARRIAGE BOLTS		
3/8 X 1-1/4 CARRIAGE BOLTS		
3/8 X 1-1/2 CARRIAGE BOLTS		
3/8 X 2 CARRIAGE BOLTS		

3/8 X 2-1/4 CARRIAGE BOLTS		
3/8 X 2-1/2 CARRIAGE BOLTS		
3/8 X 3 CARRIAGE BOLTS		
3/8 X 3-1/2 CARRIAGE BOLTS		
1/4 X 2 MACHINE BOLTS		
5/8 X 4-1/2 WOOD LAG (MALE)		
5/8 X 4-1/2 J. BOLT MALE HINGE		
5/8 X 8 J. BOLT MALE HINGE		
5/8 X 12 J. BOLT MALE HINGE		
TOTAL		

TUBING CUT POSTS	CHAIN LINK FENCE	VINYL COATED FENCE
	EACH	EACH
1-5/8" X 5'6" X .042		
1-5/8" X 6'6" X .042		
1-5/8" X 5'6" X .047		
1-5/8" X 6'6" X .047		
1-5/8" X 7'0" X .047		
1-5/8" X 7'6" X .047		
1-5/8" X 8'0" X .047		
1-5/8" X 5'6" X .055		
1-5/8" X 6'6" X .055		
1-5/8" X 7'0" X .055		

TUBING CUT POSTS (CONT=D)	CHAIN LINK FENCE	VINYL COATED FENCE
	EACH	EACH
1-5/8" X 7'4" X .055		
1-5/8" X 8'0" X .055		
1-5/8" X 5'6" X .065		
1-5/8" X 7'0" X .065		
1-5/8" X 8'0" X .065		
2" X 7'0" X .055		
2" X 8'0" X .055		
2" X 7'0" X .065		
2" X 8'0" X .065		

2-3/8" X 5'6" X .047		
2-3/8" X 6'6" X .047		
2-3/8" X 7'6" X .047		
2-3/8" X 5'6" X .055		
2-3/8" X 6'6" X .055		
2-3/8" X 7'0" X .055		
2-3/8" X 7'4" X .055		
2-3/8" X 8'0" X .055		
TOTAL		

SCHEDULE 40 CUT POSTS	CHAIN LINK FENCE	VINYL COATED FENCE
	EACH	EACH
2" X 6'		
2" X 8'		
2" X 8'8"		
2" X 9'		
2" X 10'		
2" X 10'6"		
2" X 12'		
2-1/2" X 6'		
2-1/2" X 8'		
2-1/2" X 8'8"		
2-1/2" X 9'		
2-1/2" X 10'		
2-1/2" X 10'6"		
2-1/2" X 12'		
2-1/2" X 14'		
2-1/2" X 16'		
2-1/2" X 18'		
2-1/2" X 21'		
3" X 6'		
3" X 8'		
3" X 8'8"		

SCHEDULE 40 CUT POSTS (CONT=D)	CHAIN LINK FENCE	VINYL COATED FENCE
	EACH	EACH
3" X 9'		
3" X 10'		
3" X 10'6"		
3" X 12'		
3" X 14'		
3" X 16'		
3" X 18'		
3" X 21'		
4" X 6'		
4" X 8'		
4" X 8'8"		
4" X 9'		
4" X 10'		
4" X 10'6"		
4" X 12'		
4" X 14'		
4" X 16'		
4" X 18'		
4" X 21'		
TOTAL		

RAIL END CUPS	EACH	EACH
1-5/8" ALUMINUM		
1-5/8" STEEL COMBO		
1-5/8" TWO HOLE BRACE		
TOTAL		

LINE POST TOPS-ALUMINUM	EACH	EACH
1-5/8" X 1-5/8"		
2" X 1-5/8"		
2-1/2" X 1-5/8"		
3" X 1-5/8"		
TOTAL		

LINE POST TOPS-STEEL	EACH	EACH
1-5/8" X 1-5/8"		
2" X 1-5/8"		
2-1/2" X 1-5/8"		
3" X 1-5/8"		
TOTAL		

HINGES	CHAIN LINK FENCE	VINYL COATED FENCE
	EACH	EACH
2-1/2" X 1-5/8" 90 DEGREE GATE HINGE		
6-5/8" X 1-5/8" OR 2" 90 DEGREE GATE HINGE		
3 X 1-5/8" 90 DEGREE		
3 X 2" 90 DEGREE		
4 X 1-5/8" 90 DEGREE		
4 X 2" 90 DEGREE		
TOTAL		

TIE WIRE	PER 100'	PER 100'
NUMBER 33-11 GAUGE ALUMINUM		
NUMBER 13-9 GAUGE ALUMINUM		
NUMBER 16-9 GAUGE ALUMINUM		
NUMBER 26-9 GAUGE ALUMINUM		
6-1/2" 12 GAUGE STEEL	PER CASE	PER CASE
8-1/4" 12 GAUGE STEEL	PER CASE	PER CASE
TOTAL		

POST CAPS-CORNER POSTS (STEEL)	EACH	EACH
2-1/2"		
3"		
4"		
6-5/8"		
TOTAL		

POST CAPS-CORNER POSTS (ALUMINUM)	EACH	EACH
2-1/2"		
3"		
4"		
6-5/8"		
TOTAL		

TENSION WIRE	LINEAR FOOT	LINEAR FOOT
#7 GAUGE SPRING COIL		
#11 GAUGE TWIST TENSION WIRE		
TOTAL		

BARBWIRE	LINEAR FOOT	LINEAR FOOT
12-1/2 GAUGE 4 POINT STEEL		

WALK GATES WITH ALL HARDWARE	CHAIN LINK FENCE	VINYL COATED
	EACH	EACH
42 X 48		
42 X 60		
48 X 72		
TOTAL		

WALK GATES WITH ALL HARDWARE - SCHEDULE 40 PIPE WITH WELDED CORNERS AND #9 GAUGE WIRE	EACH	EACH
48 X 48		
60 X 48		
72 X 48		
96 X 48		
120 X 48		
120 X 60 SINGLE GATE		
TOTAL		

DOUBLE DRIVE GATES WITH ALL HARDWARE	EACH	EACH
12 X 48		



12 X 60		
12 X 72		
TOTAL		

DOUBLE DRIVE GATES WITH ALL HARDWARE AND COMMERCIAL DROP ROD ASSEMBLY	EACH	EACH
120 X 72		

DOUBLE DRIVE GATES WITH ALL HARDWARE - SCHEDULE 40 PIPE WITH WELDED CORNERS AND #9 GAUGE WIRE	EACH	EACH
120 X 48		
120 X 60		
120 X 72		
144 X 48		
144 X 60		
144 X 72		
TOTAL		

ROLL-A-WAY GATES WITH ALL HARDWARE - SCHEDULE 40 PIPE WITH WELDED CORNERS AND #9 GAUGE WIRE	EACH	EACH
16' X 6'		
16' X 8'		
TOTAL		

STEEL BRACE BANDS	CHAIN LINK FENCE	VINYL COATED FENCE
	EACH	EACH
1-3/8" X 3/4"		
1-5/8" X 3/4"		
2" X 3/4"		
2-3/8" X 3/4"		
3" X 3/4"		
4" X 7/8"		
6-5/8" X 7/8"		
8-5/8" X 7/8"		
TOTAL		



BARBWIRE ARMS - 45 OR 90 DEGREE	EACH	EACH
1-5/8" X 1-5/8"		
2" X 1-5/8"		
2-1/2" X 1-5/8"		
TOTAL		

SLEEVES	EACH	EACH
1-3/8" X 6"		
1-5/8" X 6"		
TOTAL		

GRAND TOTAL BID PRICE		
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NAME OF COMPANY

STREET/P. O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, October 8, 2019

Re: Approve Plans and Specifications for the Country Club Road Water Improvements project and authorize publication of advertisement for bids.
File Number: 2019-186
Minute Book #

Summary

Approve Plans and Specifications for the Country Club Road Water Improvements project and authorize publication of advertisement for bids.

Recommendation Statement

City Engineer recommends approval.

Please place this on the October 8, 2019 City Council meeting for consideration.



Engineering Progress

September 24, 2019

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Attn: Lamar Rutland, P.E.

**RE: Country Club Road Water Upgrades
City of Hattiesburg**

Dear Lamar:

Enclosed please find the Advertisement for Bids for the above referenced project. We would like to request permission to advertise on the October 8th City Council agenda.

If you should have any questions or comments, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink, appearing to read 'K. Wallace'.

Kyle D. Wallace, P.E.
Project Engineer

/mt

Enclosure



Engineering Progress

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

**COUNTRY CLUB ROAD
WATER UPGRADES**

FOR THE

CITY OF HATTIESBURG

SEPTEMBER 2019

PREPARED BY:

**SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS**



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ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, MISSISSIPPI, will receive sealed bids until 10:00 A.M. on November 14, 2019 in the City Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS 39401, and then at said location opened and read aloud for furnishing the City's requirements for the following:

COUNTRY CLUB ROAD
WATER UPGRADES
HATTIESBURG, MISSISSIPPI

Official bid documents can be downloaded from www.sd-wprojects.com. Electronic bids can be submitted at www.sd-wprojects.com. For any questions relating to the electronic bidding process, please call Plan House at 662-407-0193. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received sealed and marked EXACTLY as follows:

BID:
COUNTRY CLUB ROAD
WATER UPGRADES
HATTIESBURG, MISSISSIPPI

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the ____ day of ____, 2019.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on October 16, 2019 and October 23, 2019
City of Hattiesburg
Return PROOF to SDW, Inc.
301 Second Avenue
Hattiesburg, MS 39401

INFORMATION FOR BIDDERS

BIDS will be received by City of Hattiesburg , MS herein called the "OWNER", at City Hall until 10:00 AM on November 14 , 2019, and then at said office publicly opened and read aloud.

Each BID must be submitted in sealed envelope, addressed to the City Clerk of said City. Each sealed envelope containing a BID must be plainly marked on the outside as BID for **Country Club Road Water Upgrades, Hattiesburg, Mississippi** and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable. If forwarded by mail, the sealed BID shall be included in a delivery package addressed to the Owner at 200 Forrest Street, Hattiesburg, MS 39401.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsive, responsible BIDDERS upon request of the BIDDER. When the Agreement is executed the BONDS of

the two remaining unsuccessful BIDDERS will be returned upon request of the BIDDER. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned upon request of the BIDDER. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent (100%) of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dates copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND and PAYMENT BOND within ten (10) calendar days from the date when NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within thirty (30) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within thirty (30) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the thirty (30) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest and best responsive and responsible BIDDER.

All applicable Laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

FURTHER, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause.

The BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

The ENGINEER is SHOWS, DEARMAN & WAITS, INC. The address of the ENGINEER is 301 2nd Avenue, HATTIESBURG, MISSISSIPPI.

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Notice to Proceed, and to complete the work within 150 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,

Authorized by:

ADDRESS

PROPOSAL

COUNTRY CLUB ROAD WATER UPGRADES

Item	Description	Unit	Quantity	Unit Price	Extension
Water Pipe Items					
1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	Lin. Ft.	5,761		
2	6" Class 350 Ductile Iron Water Pipe (Bored No Casing)	Lin. Ft.	265		
3	8" Class 350 Ductile Iron Water Pipe (Open Cut)	Lin. Ft.	3,799		
4	8" Class 350 Ductile Iron Water Pipe (Bored No Casing)	Lin. Ft.	592		
5	Tracer Wire System for Water	L.S.	1		
Water Connection Items					
6	Cut and Cap Existing Water Line in Place	Each	5		
7	Connection: Proposed 6" to Existing 6" (Hot Tap w/Valve Assembly)	Each	3		
8	Connection: Proposed 6" to Existing 8" (Hot Tap w/Valve Assembly)	Each	1		
9	Connection: Proposed 6" to Existing 10" (Hot Tap w/Valve Assembly)	Each	3		
10	Connection: Proposed 6" to Proposed 6" (Various Fittings)	Each	1		
11	Connection: Proposed 8" to Existing 6" (Various Fittings)	Each	1		
12	Connection: Proposed 8" to Existing 8" (Various Fittings)	Each	1		

13	Connection: Proposed 8" to Proposed 8" (Various Fittings)	Each	1		
14	Connection: Proposed 6" to Proposed 8" (Various Fittings)	Each	6		
15	Connection: Proposed 8" to Existing 10" (Hot Tap w/Valve Assembly)	Each	1		
	Water Valve Items				
16	6" Gate Valve	Each	11		
17	8" Gate Valve	Each	18		
	Water Fire Protection Items				
18	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	Each	11		
19	Removal of Existing Fire Hydrant	Each	5		
	Water Service Items				
20	Residential Service Tap (¾") (Incl: Fittings, Tapping Saddle, Corp Stop, etc.)	Each	128		
21	¾" Service Tubing (Open Cut) (All Sizes)	LF	1,329		
22	¾" Service Tubing (Bored) (All Sizes)	LF	2,018		
23	Remove, Relocate and Reset Existing Water Meter (incl. fittings, etc.)	Each	43		
24	¾" Water Service Meter (Residential)	Each	1		
	Miscellaneous Construction Items				
25	Crushed Aggregate (Size 610)	Ton	30		
26	Select Material for Backfill (Class 9, Group C), LVM	CY	500		

27	9.5mm How Mix Asphalt	Ton	15		
28	19mm Hot Mix Asphalt	Ton	25		
29	Concrete Sidewalk Repair (All Depths)	SY	50		
30	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, etc.)	SY	5,315		
31	Landscape Restoration (Inc. Top Soil, Plants, Mulch, Watering, etc.)	SF	500		
32	Clearing and Grubbing	Acre	1		
33	Temporary Erosion Control	LS	1		
34	Maintenance of Traffic	LS	1		
35	Mobilization	LS	1		
			BID TOTAL:		

Base Bid Respectfully Submitted, Name of Firm or Bidder: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the under signed, _____
_____ Principal, and _____
_____ as Surety, are hereby held and firmly bound unto the City of Hattiesburg as Owner in the penal sum of 5% (Five Percent) for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20_____.

The Condition of the above obligation is such that whereas the Principal has submitted to a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the following project:

**COUNTRY CLUB ROAD
WATER UPGRADES
HATTIESBURG, MISSISSIPPI**

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

PRINCIPAL

SURETY

BY: _____

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

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20____ by and between _____ hereinafter called the CONTRACTOR, the City of Hattiesburg hereinafter called the OWNER, Witnesseth that the CONTRACTOR and the OWNER, for the consideration hereafter named and agrees as follows.

ARTICLE 1: SCOPE OF WORK

The CONTRACTOR agrees to furnish all tools, labor, equipment, materials, and supplies required to be furnished, and perform all work required under and in accordance with the plans entitled:

COUNTRY CLUB ROAD WATER UPGRADES HATTIESBURG, MISSISSIPPI

which are on file at the office of the OWNER, and the Specifications, Proposals, General and Special Conditions, attached hereto and made a part hereof as fully as though copied herein, under the direct supervision and to the entire satisfaction of the OWNER and in accordance with the Laws of the State of Mississippi.

ARTICLE 2: THE CONTRACT SUM

It is further agreed and understood by and between the parties hereunto that the OWNER agrees to pay and the CONTRACTOR agrees to accept full and final compensation for all work done under this agreement, the lump sum amount adjusted for variation of quantities at the unit prices named in the Proposal, which is hereto attached, such payment to be made in lawful money of the United States, at the time and in the manner hereinafter set forth.

ARTICLE 3: TIME OF COMPLETION

The CONTRACTOR agrees, for the consideration above expressed, to begin and complete the work within the time specified in the Proposal. If the CONTRACTOR fails to complete the work in the time specified, he shall pay the OWNER as **liquidated damages**, ascertained and agreed, and not in the nature of a penalty, the sum of **\$1,000.00** for each day delayed, which shall be deducted from the final amount to be paid under the contract; provided that the extension of time with the waiver of liquidation damages may be granted as provided for in the Specifications.

ARTICLE 4: PROGRESS PAYMENTS

The OWNER agrees to make progress payments during the construction as provided herein as follows:

The CONTRACTOR will on or before the tenth (10th) day of each month make an estimate of the value of the work done, based on contract prices, and submit to the ENGINEER, along with an affidavit by the CONTRACTOR that progress payments theretofore received from OWNER have discharged in full all the CONTRACTOR's obligations stated in prior progress payments. ENGINEER will recommend partial payment to the OWNER within a reasonable time of receipt of CONTRACTOR's estimate based on the ENGINEER's estimated quantities.

The OWNER agrees to pay the CONTRACTOR one hundred percent (100%) of the value of the work done each month, less retainage in accordance with MS Code of 1972 Section 31-5-33 until final acceptance of the work has been made. If defective and/or materials are discovered or reasonable doubt arises to the integrity of any part of the work for which partial payment has been allowed, a deduction from subsequent estimates in the amount equal to the work in question will be made until the defects have been remedied or the cause for doubt removed.

ARTICLE 5: ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the work is ready for final acceptance and inspection, the ENGINEER shall promptly make such inspection, and when he finds the work acceptable under the contract, and the contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof. Then, the entire balance shall be due the CONTRACTOR within forty-five (45) days the date of said final acceptance and receipt of the closeout documents required per the Supplement to General Conditions and recommendation of the same to the OWNER.

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the ENGINEER that all payrolls, materials, bills, and other indebtedness connected with the work have been paid.

The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER, other than those arising from unsettled liens, from faulty work or materials appearing within one (1) year after payment, or claims previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, and the ENGINEER, so certifies, the OWNER shall, upon certificate of the ENGINEER and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and

accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 6: THE PERFORMANCE BOND

The CONTRACTOR agrees to furnish a bond, with an approved surety thereon guaranteeing the performance of this contract, in no less than one hundred percent (100%) of the amount of the Contract. Said Bond shall be conditioned on full and complete performance of the Contract, and for the payment of all labor and materials for a period of one (1) year after completion. The Surety on said Bond shall be a surety company of financial resources satisfactory to the OWNER and authorized to do business in the State of Mississippi.

ARTICLE 7 INSURANCE

The CONTRACTOR agrees to also carry public liability insurance, property damage insurance, and workman's compensation insurance in amounts as required by the specifications.

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

1. The CONTRACTOR will commence and complete the construction of the project specified herein.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR will commence the work required by the "Contract Documents" and complete the project on or before the completion date unless the period for completion is extended otherwise by the "Contract Documents."
4. The CONTRACTOR agrees to perform all of the work described in the "Contract Documents" and comply with the terms therein for the sum as shown in the bid schedule.
5. The term "Contract Documents" means and includes the following:

Advertisement for Bids	Notice of Award
Instructions to Bidders	Notice to Proceed
Bid	Change Order
Bid Bond	General Conditions
Contract Agreement	Supplemental General Conditions
Payment Bond	Technical Specifications

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the "General Conditions" such amounts as required by the "Contract Documents."
7. This "Contract Agreement" shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

OWNERS:

SEAL

City of Hattiesburg

Authorized by:

DATE

(Printed Name & Title)

ATTEST _____

CONTRACTOR:

SEAL

DATE

ATTEST _____

IMPORTANT NOTE: Surety companies executing bonds must appear on the US Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT WE, the Undersigned _____ (hereinafter called the Principal), a corporation, partnership or individual duly unauthorized by law to do business as a construction contractor in the State of Mississippi, and _____ of _____ (herein called the Surety), a corporation duly authorized to do surety business under the laws of the State of Mississippi, are held and firmly bound unto the City of Hattiesburg, MS (hereinafter called the Obligee), a Municipality existing under the laws of the State of Mississippi, in the penal sum of _____ Dollars (_____) lawful money of the United States, for the payment of which well and truly to be made, the said Principal and the said Surety do hereby bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, by these presents, as follows:

The Condition of this obligation is such that; whereas Principal by an instrument in writing attached hereto and bearing date of _____ has agreed with said Obligee to do all work necessary and to furnish labor, materials, tools, supplies and services to construct **COUNTRY CLUB ROAD WATER UPGRADES, HATTIESBURG, MISSISSIPPI** as shown on Plans and specified thereby in the Specifications, Proposal and other Contract Documents hereto attached.

NOW THEREFORE, if said Principal shall well and truly in good, sufficient and workmanlike manner, and to the satisfaction of Obligee perform and complete the work required, and shall defend, indemnify and save harmless said Obligee against all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising out of injury or damage to persons or property by reason or arising from any act, omission or neglect of said Principal, his agent, servants or employees with relation to said work; and shall pay all cost, charges, rentals and expenses for labor, material, supplies and equipment and deliver the said improvement to Obligee completed and ready for occupancy or operation, and free from all liens, encumbrances or claims for labor, material or otherwise; and shall pay all other expenses lawfully chargeable to Obligee by reason of any default or neglect of the said Principal in the relation of said agreement and said work, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said surety for value received hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the Contract, or the work to be performed thereunder, or the Specifications accompanying the same, shall in any way affect its obligation on this bond and does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

PROVIDED FURTHER, that if Principal, or his, or its subcontractor or subcontractors fail to duly pay for any labor, materials, team hire, sustenance provisions or any other supplies or materials used or consumed by such Principal or his, their or its subcontractors in performance of the work contracted to be done, the Surety will pay the same in any amount not exceeding the sum specified in the bond, together with interest as provided by law.

IN WITNESS THEREOF: Said Principal and Surety have hereunto set their hands and seals at _____ this _____ day of _____, 20__.

(SEAL)

WITNESSES:

PRINCIPAL

ADDRESS

Name of person executing for Principal

TITLE

SURETY

ADDRESS

WITNESSES:

Name of person executing for Surety

TITLE

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof.

ACCEPTANCE: By the OWNER of the Work as being fully complete in accordance with the Contract Documents.

AGREEMENT: The written agreement between the OWNER and the CONTRACTOR covering the Work to be performed: The Contract Documents are attached to and made a part of the Agreement. Also designated as the Contract.

ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

APPLICATION FOR PAYMENT: The form furnished by the ENGINEER which is to be used by the CONTRACTOR in requesting progress payments and an affidavit of the CONTRACTOR that progress payments theretofore received from the OWNER on account of the WORK have been applied by the CONTRACTOR to discharge in full all of the CONTRACTOR'S obligations stated in prior Applications for Payment.

APPROVAL: Accept as satisfactory.

BID: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER: Any person, firm or corporation submitting a Bid for the Work.

BONDS: Bid, performance and payment bonds and other instruments of security furnished by the CONTRACTOR and his surety in accordance with the Contract Documents and in accordance with the law of the place of the project.

CHANGE ORDER: A written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

CONTRACT DOCUMENTS: The Agreement, Addenda, Instruction's to Bidders, CONTRACTOR'S BID, the Bonds, the Notice of Award, these General Conditions,

the Supplementary conditions, Special Conditions, Technical Conditions, the Specifications, Drawings and Modifications, and Notice to Proceed.

CONTRACT PRICE: The total moneys payable to the CONTRACTOR under the Contract Documents.

CONTRACT TIME: The number of calendar days stated in the Agreement for the completion of the Work.

CONTRACTING OFFICER: The OWNER (Grantee) - The individual who is authorized to sign the contract documents on behalf of the OWNER'S governing body.

CONTRACTOR: The person, firm or corporation with whom the OWNER has executed the Agreement.

DAY: A calendar day of twenty-four hours measured from midnight to the next midnight.

DRAWINGS: The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the ENGINEER and are referred to in the Contract Documents.

ENGINEER: The person, firm or corporation named as such in the Contract Documents.

FIELD ORDER: A written order issued by the ENGINEER which clarifies or interprets the Contract Documents in accordance with Paragraph 9.3 or orders minor changes in the Work in accordance with paragraph 10.2.

HE, HIS, AND HIM: These are several pronouns that shall represent both male and female genders.

MODIFICATION: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order (c) a written clarification or interpretation issued by the ENGINEER in accordance with paragraph 9.3 or (d) a written order for a minor change or alteration in the Work issued by the ENGINEER pursuant to paragraph 10.2. A modification may only be issued after execution of the Agreement.

NOTICE OF AWARD: The written notice by OWNER to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, OWNER will execute and deliver the Agreement to him.

NOTICE TO PROCEED: A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.

OWNER: A public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

PROJECT: The entire construction to be performed as provided in the Contract Documents.

CONSTRUCTION OBSERVER, RESIDENT INSPECTOR, CONSTRUCTION INSPECTOR, PROJECT REPRESENTATIVE: An authorized representative of the ENGINEER assigned to observe the Work performed and materials furnished by the CONTRACTOR or such other person as may be appointed by the OWNER as his representative. The CONTRACTOR shall be notified in writing of the identity of this representative.

SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work and as required by the Contract Documents.

SAMPLES: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

SPECIFICATIONS: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

SUBCONTRACTOR: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

SUBSTANTIAL COMPLETION: Substantial completion may be granted for all or portions of the work prior to final completion and stopping of contract time. Substantial completion is defined as the date when the construction is sufficiently completed in accordance with the contract documents so that the project or specified part of the project can be utilized for the purpose for which it was intended. The contract provides that the retainer may be reduced for that portion of the work which substantial completion is granted, but the granting of substantial completion will not stop contract time or liquidated damages.

SUPPLEMENTARY GENERAL CONDITIONS: Federal and State conditions in effect at time of submission of Bid in addition to those Supplementary General Conditions attached here to.

SUPPLIER: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

SPECIAL CONDITIONS: When included as a part of the Contract Documents, Special Conditions refer only to the Work under this Contract.

SURETY: The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and his acceptable performance of the Work.

WORK: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

WRITTEN NOTICE: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the OWNER under this Contract shall be delivered to the OWNER through the ENGINEER.

ARTICLE 2 - PRELIMINARY MATTERS:

AWARD: 2.1 The award of the Contract, if it is awarded, will be to the lowest and best responsible, responsive Bidder. No Notice of Award will be given until the OWNER has concluded such investigations as he deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the BID of any Bidder who does not pass such investigation to the OWNER'S satisfaction. In analyzing Bids, the OWNER may take into consideration alternates and unit prices, if requested by the Bid Form. If the Contract is awarded, the OWNER will issue the NOTICE of AWARD and give the successful Bidder a contract for execution within sixty (60) days after the opening of Bids.

EXECUTION OF AGREEMENT:

2.2 At least three counterparts of the Agreement and such other Contract Documents will be executed and delivered by CONTRACTOR to the ENGINEER within 10 days of receipt from the OWNER.

FORFEITURE OF BID SECURITY:

2.3 Failure of the successful Bidder to execute and deliver the Agreement and deliver the required Bonds as stipulated in paragraph 2.3 shall be just cause for the OWNER to annul the Notice of Award and declare the Bid and any security therefore forfeited.

The quantities appearing in the bid schedule are approximate and have been prepared for comparison of bids. The OWNER does not guarantee or assume any responsibility that quantities shown on the plans will not vary during actual construction of the contract. The CONTRACTOR further acknowledges the possibility of variation of quantities, shall be precluded from claiming in the construction of the project, and the CONTRACTOR shall not claim deception or misunderstanding because of any variation in quantities, location, character of work, or any other condition. Payment will be made only for actual quantities of work performed and accepted.

The OWNER makes no guarantees regarding the character or extent of water levels, soil, rock, utilities, or any other subsurface condition the BIDDER may encounter during work. The OWNER requires BIDDERS to make their own evaluation of subsurface soil conditions and to determine how these conditions may affect methods of construction

CONTRACTOR'S PRE-BID REPRESENTATIONS:

2.4 CONTRACTOR represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, Locality, and local conditions and will obey all federal, state, and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

COMMENCEMENT OF CONTRACT TIME:

2.5 The Contract Time will commence to run in accordance with the Notice to Proceed.

STARTING THE PROJECT:

2.6 CONTRACTOR shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract Time commences to run, except with the written consent of the OWNER.

BEFORE STARTING CONSTRUCTION:

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications. CONTRACTOR shall pot-hole existing utilities to ascertain exact location throughout the entire project. CONTRACTOR shall notify the ENGINEER any such locations of utilities which will prevent the work from being performed as designed, any work performed in which conflicts with an existing utility shall be remedied by the CONTRACTOR at his sole expense.

SCHEDULE OF COMPLETION:

2.8 Within ten (10) days after delivery of the Notice to Proceed by OWNER to CONTRACTOR, CONTRACTOR shall submit to ENGINEER an estimated progress schedule with earnings indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions. (See paragraphs 6.22 through 6.26.) The ENGINEER shall review and return this schedule or require revisions thereto within 14 days of its submittal. If there is more than one CONTRACTOR involved in a project, the responsibility for coordinating the Work of all CONTRACTORS shall be as provided in the Special Conditions.

2.9 At a time deemed appropriate by the OWNER to but before starting the Work at the site, a preconstruction conference may be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the OWNER or his representative, ENGINEER, Resident Project Representatives, CONTRACTOR and his Superintendent.

QUALIFICATION OF SUBCONTRACTORS MATERIALMEN AND SUPPLIERS:

2.10 Within ten (10) working days after bid opening, the CONTRACTOR will (if required) submit to the OWNER and the ENGINEER, for acceptance, a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of material or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other person and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER or the ENGINEER to make objection to any Subcontractor, person or organization on the list within thirty days of receipt shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject defective Work, material or equipment, or Work, material or equipment not in conformance with the requirements of the Contract Documents.

ARTICLE 3 - CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS:

3.1 It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the OWNER and the CONTRACTOR. They may be altered only by a Modification.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the ENGINEER'S attention in writing at once and before proceeding with the Work affected thereby; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Agreement Modifications, Addenda, Special Conditions, and Instruction's to Bidders, General Conditions, Technical Specifications and Drawings. If the requirements of one are more stringent than the other, the more stringent requirements shall apply.

3.3 The words "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service."

3.4 Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the ENGINEER before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

3.5 The Work of all trades under this Contract shall be coordinated by the CONTRACTOR in such a manner as to obtain the best workmanship possible for the entire Project, and all components of Work shall be installed or erected in accordance with the best practices of the particular trade.

3.6 Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of Bid.

3.7 Brand names where used in the Technical Specifications, are intended to denote the standard of quality required for the particular material or product. The use of a brand name item is to set a standard of quality and is not intended to restrict the Contractor from offering an equal item from other source(s) of supply. The term "equal" or "equivalent" when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is for the same use and capable of performing the same function, in the opinion of the ENGINEER, as the material or product so specified. Proposed equivalent items must be approved by ENGINEER before they are purchased or incorporated in the Work.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE CONDITIONS; REFERENCE POINTS:

Availability of Lands

4.1 The OWNER will furnish, as indicated in Contract Documents, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other

lands which are designated for use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise specified in the Contract Documents. Other access to such lands or rights-of-way for the CONTRACTOR'S convenience shall be the responsibility of the CONTRACTOR. The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 The OWNER will, upon request, furnish to the BIDDERS copies of all available boundary surveys.

Subsurface Conditions:

4.3 The CONTRACTOR acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the grounds, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done on behalf of the OWNER on the site or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the CONTRACTOR to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. Any additional information necessary to ascertain subsurface soil conditions, including test holes and soil borings, not provided by the OWNER shall be undertaken by the BIDDER prior to bidding at his cost. Such exploration shall be adequate to satisfy the BIDDER of the materials expected to be encountered on the project. The OWNER assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the OWNER.

Differing Site Conditions

4.4 (a) The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the OWNER in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The OWNER shall promptly

investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

(b) No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required in (a) above.

(c) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

ARTICLE 5 - BONDS AND INSURANCE:

Performance and Payment Bonds:

5.1 The contractor's attention is directed to the Information for Bidders and Supplement to General Conditions.

Contractor's Liability Insurance:

5.2 The CONTRACTOR shall provide the OWNER with insurance certificates certifying that all required insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

5.3 The CONTRACTOR agrees that if any part of the Work under the contract is sublet, he will require the Subcontractor(s) to carry insurance as required, and that he will require the Subcontractor(s) to furnish to him insurance certificates similar to those required by the OWNER in 5.1 and 5.2 above.

5.4 The CONTRACTOR agrees to add ENGINEER to insurance policy as additional insured.

Owner's Liability Insurance

5.4 The OWNER will be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract Documents.

Fire and Extended Coverage Insurance (Builders' Risk):

5.5 The CONTRACTOR shall maintain, as applicable, in an Insurance Company or Insurance Companies acceptable to the OWNER, Fire, Extended Coverage and

Vandalism & Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract. The amount of insurance should at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all Subcontractors performing work.

5.6 The CONTRACTOR shall provide the OWNER with satisfactory evidence certifying that the foregoing insurance is in force; and such evidence shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

Cancellation and Re-Insurance:

5.7 If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this Contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this Contract.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES:

Supervision and Superintendence:

6.1 The CONTRACTOR will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, safety, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the Superintendent shall be mailed to the Contractor's home or office.)

Labor, Materials and Equipment:

6.2 The CONTRACTOR will provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

6.3 The CONTRACTOR will furnish all materials, equipment, labor, transportation,

construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

6.4 All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

6.5 All materials and equipment shall be applied, handled, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors and industry standards, except as otherwise provided in the Contract Documents.

Materials, Equipment, Products and Substitutions:

6.6 Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the CONTRACTOR. The CONTRACTOR shall submit to the ENGINEER a list of proposed materials, equipment or products, together with such samples as may be necessary for him to determine their acceptability and obtain his approval, within ninety (90) calendar days after award of Contract. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the ENGINEER.

6.6.1 Whenever a material, article or piece of equipment is identified on the drawings or Specifications by reference to brand names or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand names or catalog number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Incidental charges or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price, or Contract Time.

6.6.2 No substitute shall be ordered or installed without the written approval of the ENGINEER who shall be the judge of equality.

6.6.3 Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.

6.6.4 Should any work or materials, equipment or products not conform to requirements of the Drawings and Specifications or become damaged during the process of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alterations, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the CONTRACTOR. (See paragraph 7.10)

6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

Concerning Subcontractors:

6.7 The CONTRACTOR will not employ any Subcontractor, other person or organization of the types referred to in paragraph 2.10 (whether initially or as a substitute) against whom the OWNER or the ENGINEER may have reasonable objection, nor will the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. The CONTRACTOR will not make any substitution for any Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.

6.8 The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.

6.9 The divisions and sections of the Specifications and the identifications of any drawings shall not control the CONTRACTOR in dividing the work among Subcontractors or delineating the Work to be performed by any specific trade.

6.10 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.

6.11 All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.

6.12 The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and material men engaged upon his Work.

6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.12.2 The OWNER or ENGINEER will not undertake to settle any differences between the CONTRACTOR and his Subcontractors or between Subcontractors.

6.12.3 If in the opinion of the ENGINEER, any Subcontractor on the project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

Patent Fees and Royalties:

6.13 The CONTRACTOR will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of such rights during or after completion of the Work and shall defend all such claims in connection with any alleged infringement of such rights.

6.14 The CONTRACTOR shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, he shall not be responsible for such determination on systems which do not involve purchase by him of materials, appliances, and articles.

Permits:

6.15 The CONTRACTOR will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. When such charges are normally made by the OWNER, there will be no charges to the CONTRACTOR. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR will also pay all public

utility charges.

Laws and Regulations:

6.16 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he will bear all costs arising wherefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

6.17 Cost of all sales and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

Record Drawings:

6.18 The CONTRACTOR will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer and shall be delivered to him for the OWNER upon completion of the Project. It shall be used for this purpose only.

Safety and Protection:

6.19 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

6.19.1 All employees on the work and other persons who may be affected thereby.

6.19.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

6.19.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.20 The CONTRACTOR will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER.

Emergencies:

6.21 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 & 12.

Shop Drawing and Samples:

6.22 After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9) three (3) copies (or at the ENGINEER'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.

6.23 The CONTRACTOR will also submit to the ENGINEER for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

6.24 At the time of each submission, the CONTRACTOR will in writing call the ENGINEER'S attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.

6.25 The ENGINEER will review with reasonable promptness Shop Drawings and samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the ENGINEER and will return the required number of

corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the ENGINEER. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the ENGINEER on previous submissions. The CONTRACTOR'S stamp of approval on any Shop Drawings or sample shall constitute a representative to the OWNER and the ENGINEER that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawings or sample with the requirements of the Work and the Contract Documents.

6.26 No Work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed by the ENGINEER. A copy of each Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6.27 The ENGINEER'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER'S attention to such deviation at the time of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

Cleaning Up:

6.28 The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of and final payment for the Project by the OWNER, the CONTRACTOR shall remove all his surplus and discarded materials excavated material and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall clean his portion of Work involved in any building under this Contract, so that no further cleaning by the OWNER is necessary prior to his occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.

6.29 Clean-up operations shall consistently be carried on by the CONTRACTOR at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the Work he shall remove all rubbish, tools, scaffolding, surplus materials, etc., and shall leave his work "broom clean", or its equivalent, unless more exactly specified elsewhere in the Contract. The CONTRACTOR shall do the cleaning for all trades upon completion of the Work.

6.30 General. In case of dispute, the OWNER may remove the rubbish and charge the cost to the CONTRACTOR as the ENGINEER shall determine to be just.

Public Convenience and Safety:

6.31 The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position at such locations as traffic demands in accordance with the MUTCD. At any time that streets are required to be closed, the CONTRACTOR shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. The CONTRACTOR shall keep the portion of the project being used by the public in satisfactory condition. It may become necessary for the CONTRACTOR to sweep the roadway surface to completely remove debris.

Sanitary Provisions:

6.32 The CONTRACTOR shall furnish necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the Public Authorities having jurisdiction. He shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

Indemnification:

6.33 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.34 In any and all claims against the OWNER or the ENGINEER or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.33 shall

not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.35 The obligations of the CONTRACTOR under paragraph 6.33 shall not extend to the liability of the Engineer's negligent acts, errors or omissions or those of his employees or agents.

Responsibility for Connecting to Existing Work:

6.36 It shall be the express responsibility of the CONTRACTOR to connect his Work to each part of the existing work or work previously installed as required by the Drawings and Specifications to provide a complete installation.

Work in Street, Highway and Other Rights-of-Way:

6.37 Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of the Contract Documents. The CONTRACTOR will be responsible for obtaining all permits necessary for the work. Upon completion of the Work, CONTRACTOR shall present to ENGINEER certificates, in triplicate, from the proper authorities stating that the Work has been done in accordance with their requirements.

6.37.1 The OWNER will cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.

6.37.2 The ENGINEER shall be responsible for obtaining elevations of curbs and gutters, pavement, storm drainage structures, and other such items which must be established by governmental departments as soon as grading operations are begun on the site and, in any case, sufficiently early in the construction period to prevent any adverse effect on the Project.

Cooperation with Governmental Departments, Public Utilities, Etc.:

6.38 The OWNER shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structure connected therewith, that are encountered in the work in order that such items may be properly shored, supported and protected, or the CONTRACTOR may relocate them if he so desires. The CONTRACTOR shall give all proper notices, shall comply with requirements of

such parties in the performance of his Work, shall permit entrance of such parties on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

6.38.1 The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

6.38.2 The CONTRACTOR shall have made himself familiar with all codes, laws, ordinances and regulations which in any manner affect those engaged or employed in the Work, or materials and equipment used in or upon the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding will be considered on account of his ignorance thereof.

Use of Premises:

6.39 CONTRACTOR shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and directions of ENGINEER and OWNER, and shall not unnecessarily encumber any part of site.

6.39.1 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

6.39.2 CONTRACTOR shall enforce OWNER'S instructions in connection with signs, advertisements, fires and smoking.

6.39.3 CONTRACTOR shall arrange and cooperate with OWNER in routing and parking of automobiles of his employees, subcontractors and other personnel and in routing material delivery trucks and other vehicles to the Project Site.

Protection of Existing Property Improvements:

6.40 Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings or structures (including portions thereof), trees, and shrubbery not indicated on the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project shall be restored to a condition equal to that existing at time of award of Contract.

Temporary Heat:

6.41 The General CONTRACTOR shall provide heat, fuel and services as necessary to protect all work and materials, within all habitable areas of permanent building construction, for all contracts against injury from dampness and cold until final acceptance of all work and materials for the Project, unless building is fully occupied by the OWNER prior to such acceptance, in which case the OWNER shall assume all expenses of heating from date of full occupancy. In areas outside those covered above, each prime contractor shall be responsible for providing such temporary heat, fuel and services as required to protect his work or shall make all necessary arrangements with the General CONTRACTOR for providing such temporary heat, fuel and services. Unless otherwise specifically permitted by Special Conditions, the permanent heating system shall not be used to provide temporary heat. CONTRACTOR'S proposed methods of heating shall be submitted for approval.

ARTICLE 7 - WORK BY OTHERS:

7.1 The OWNER may perform additional work related to the Project by himself, or he may let other direct contracts therefore which shall contain General Conditions similar to these. The CONTRACTOR will afford the other contractors who are parties to such direct contracts (or the OWNER, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his Work with theirs.

7.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other CONTRACTOR (or the OWNER), the CONTRACTOR will promptly report to the ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

7.3 The CONTRACTOR will do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the ENGINEER and of the other contractors whose work will be affected.

7.4 If the performance of additional work by other contractors or the OWNER is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the OWNER or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as

provide in Articles 11 and 12.

7.5 Where practicable, the CONTRACTOR shall build around the work of other separate contractors or shall leave chases, slots and holes as required to receive and to conceal within the general construction work the work of such other separate contractors as directed by them. Where such chases, slots, etc., are impracticable, the work shall require specific approval of the ENGINEER.

7.6 Necessary chases, slots and holes not built or left by the CONTRACTOR shall be cut by the separate contractor requiring such alterations after approval of the CONTRACTOR. The CONTRACTOR shall do all patching and finishing of his Work where cut by other contractors at the expense of such other contractors.

7.7 Cooperation is required in the use of site facilities and in the detailed execution of the Work. Each contractor shall coordinate his operations with those of the other contractors for the best interest of the Work in order to prevent delay in the execution thereof.

7.8 Each contractor shall keep himself informed of the progress of the work of other contractors. Should lack of progress or defective workmanship on the part of other contractors interfere with his operations, the CONTRACTOR shall notify the ENGINEER immediately. Lack of such notice to the ENGINEER will be construed as acceptance by the CONTRACTOR of the status of the work of other contractors as being satisfactory for proper coordination of his own work.

7.9 Each contractor shall give notices of the progress of his work so as to allow other contractors adequate opportunity to properly direct and coordinate their work. The CONTRACTOR shall give notices of the progress of his Work so that work of other contractors, when required to be concealed, may be placed before the general construction Work. All such notices shall be submitted to the ENGINEER with copies to other prime contractors on the Project sufficiently ahead of job progress to permit adequate time for the other prime contractors to coordinate their work.

7.10 The cost of extra work resulting from lack of notices, untimely notices, failure to respond to notices, defective work or lack of coordination shall be borne by the CONTRACTOR responsible for such lack of notices, etc.

ARTICLE 8 - OWNER'S RESPONSIBILITIES:

8.1 The OWNER will issue all communications to the CONTRACTOR through the ENGINEER.

8.2 In case of termination of the employment of the ENGINEER, the OWNER will appoint an engineer against whom the CONTRACTOR makes no reasonable

objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration, if mutually agreeable.

8.3 The OWNER will furnish the data required of him under the Contract Documents promptly and shall make payments to the CONTRACTOR promptly after they are due as provided in Article 14.

8.4 OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1, 4.4 and the Special Conditions. Paragraphs 4.2 and 4.3 refer to OWNER'S identifying and making available to CONTRACTOR copies of surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.5 The OWNER'S responsibilities in respect of liability and property insurance are set forth in paragraph 5.4.

8.6 In addition to his rights to request changes in the Work in accordance with Article 10, the OWNER (especially in certain instances as provided in paragraph 10.4) will be obligated to execute Change Orders.

8.7 In connection with the OWNER'S right to stop Work or suspend Work; see paragraph 15.1. Paragraph 15.3 deals with the OWNER'S right to terminate services of the CONTRACTOR under certain circumstances.

8.8 The OWNER shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the ENGINEER may determine. See paragraph 14.11.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION:

Owner's Representative:

9.1 The ENGINEER shall be the OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of the ENGINEER as the OWNER'S representative during construction are set forth in Articles 1 through 17 of these General Conditions and shall not be extended without written consent of the OWNER and the ENGINEER.

9.1.1 The ENGINEER'S decision, in matters relating to aesthetics shall be final, if within the terms of the Contract Documents.

9.1.2 Except as may be otherwise provided in this contract all claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of or relating to this agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

Visits to Site:

9.2 The ENGINEER will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make continuous on-site observations to check the quality or quantity of the Work. His efforts will be directed toward ascertaining on behalf of the OWNER that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the OWNER informed of the progress of the Work and will endeavor to guard the OWNER against defects and deficiencies in the Work of contractors.

Clarifications and Interpretations:

9.3 The ENGINEER will issue with reasonable promptness such written clarification or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

Measurement of Quantities:

9.4 All Work completed under the Contract will be measured by the CONTRACTOR according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

Rejecting Defective Work:

9.5 The ENGINEER will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not meet the requirements of any inspection, test or

approval or has been damaged prior to final acceptance). He will also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.6 In connection with the ENGINEER'S responsibility as to Shop Drawings and samples, see paragraphs 6.22 through 6.27, inclusive.

9.7 In connection with the ENGINEER'S responsibility for Change Orders; see Articles 10, 11, and 12.

9.8 In connection with the ENGINEER'S responsibilities in respect of Application for Payment, etc., see Article 14.

Resident Project Representative:

9.9 The OWNER or the ENGINEER will provide on-site representation sufficient to guarantee that construction is in general compliance with the construction drawings and the contract specifications.

Decisions on Disagreements:

9.10 The ENGINEER will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance hereunder. In his capacity as interpreter and judge, he will exercise his best efforts to insure faithful performance by both the OWNER and the CONTRACTOR. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the ENGINEER for decision; which he shall render in writing within a reasonable time.

9.11 Either the OWNER or the CONTRACTOR, if the other agrees, may request legal action with respect to any such claim, dispute or other matter that has been referred to the ENGINEER, except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.11, such legal action to be in accordance with Article 16. However, no request for legal action of any such claim, dispute or other matter shall be made until the earlier of (a) the date on which the ENGINEER has rendered his decision or (b) the tenth day after the parties have presented their evidence to the ENGINEER if he has not rendered his written decision before that date. No request for legal action shall be made later than thirty (30) days after the date on which the ENGINEER rendered his written decision in respect of the claim, dispute or other matter as to which legal action is sought; and the failure to request legal action within said thirty (30) days period shall result in

the ENGINEER'S decision being final and binding upon the OWNER and the CONTRACTOR. If the ENGINEER renders a decision after legal proceedings have been initiated, such decision may be entered as evidence but shall not supersede the legal proceedings, except where the decision is acceptable to the parties concerned.

Limitations on Engineer's Responsibilities:

9.12 Neither the ENGINEER'S authority to act under this Article 9 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any of their agents or employees or any other person performing any of the Work.

9.13 The ENGINEER will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.14 The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of his or their agents or employees, or any other person performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK:

10.1 Without invalidating the Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12. A Change Order signed by the CONTRACTOR indicates his agreement therewith.

10.2 The ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

10.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.21 and except as provided in paragraph 10.2.

10.4 The OWNER will execute appropriate Change Orders prepared by the ENGINEER covering changes in the Work to be performed as provided in paragraph 4.4, and Work performed in an emergency as provided in paragraph 6.21 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the ENGINEER.

10.5 It is the CONTRACTOR'S responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such adjustment to the OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE:

11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without changing the Contract Price.

11.2 (a) The OWNER may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the Work within the general scope of the contract, including but not limited to changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Owner-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation or determination) from the OWNER, which causes any such change, shall be treated as a change order under this clause, provided that the CONTRACTOR gives the OWNER written notice stating the date, circumstances, and source of the order and that the CONTRACTOR regards the order as a change order.

(c) Except as herein provided, no order, statement, or conduct of the OWNER shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

(d) If any change under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: PROVIDED, HOWEVER, that except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more

than 20 days before the CONTRACTOR gives written notice as therein required. And provided further, that in the case of defective specifications for which the OWNER is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.

(e) If the CONTRACTOR intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the OWNER a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the OWNER. The statement of claim hereunder may be included in the notice under (b) above.

(f) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents by application of unit prices to the quantities of the items involved.

11.3.2 By negotiated lump sum.

11.3.3 The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus a fixed amount to be agreed upon to cover the cost of general overhead and profit to be negotiated.

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise maybe agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to salaries and wages plus the costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the

above to the extent authorized by OWNER.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturer's field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to OWNER who will then determine with the advice of ENGINEER, which Bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a Fee, the cost of the Work shall be determined in accordance with paragraphs 11.4 and 11.5.

11.4.4 Costs of special consultants (including but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travelling and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or other in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the cost of transportation, loading, unloading, installation, dismantling and removal thereof--all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall end when the use thereof is no longer necessary for the Work.

11.4.5.4 Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable imposed by any governmental authority.

11.4.5.5 Deposits lost for causes other than CONTRACTOR'S negligence, royalty payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

11.4.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of Work for the purpose of determining CONTRACTOR'S fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

11.5 The term cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals, (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 11.4.1 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than his office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR'S for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provide in subparagraph 11.4.5.9.)

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6 The CONTRACTOR'S Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows;

11.6.1 A mutually acceptable firm fixed price; or if none can be agreed upon,

11.6.2 A mutually acceptable fixed fee based on the estimate of the various portions of the Cost of the Work.

11.7 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

11.8 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

11.9 Allowances: It is understood that the CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such material men, suppliers, or Subcontractors and for such sums within the limit of the allowances as the ENGINEER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.9.1 These allowances shall cover the cost to the CONTRACTOR less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

11.9.2 The CONTRACTOR'S costs for unloading and handling on site, labor,

installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Price and not in the allowance.

11.9.3 Whenever the cost, as described in 11.9.1 above, is more than or less than the allowance, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses, except that whenever unit price allowances are stipulated for brick, the Change Order will not include any cost as described in 11.5 above.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME:

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefore as provided in paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of the Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

12.4 No claim for delay shall be allowed because of failure to furnish Drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

12.5 This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

ARTICLE 13 - GUARANTY:

13.1 The CONTRACTOR shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1)

year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs or adjustments, in the Work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

ARTICLE 14 - PAYMENTS AND COMPLETION:

Payments to Contractors:

14.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER or revise the partial payment estimate provides the same to the CONTRACTOR indicating in writing his reasons for refusing or revising payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within forty-five (45) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER may retain a portion of the amount otherwise due the CONTRACTOR. Except as State law otherwise provides, the amount the OWNER retains shall be limited to the following:

14.1.1 Withholding of not more than 5 percent of the payment claimed until work is 50 percent complete;

14.1.2 When Work is 50 percent complete, reduction of the withholding to 2.5 percent of the dollar value of all Work satisfactorily completed to date, provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding and the same is requested by the CONTRACTOR in writing;

14.1.3 When the Work is substantially complete (operational or beneficial

occupancy), the withheld amount shall be further reduced below 5 percent to only that amount necessary to assure completion.

14.1.4 The OWNER may reinstate up to 5 percent withholding if the OWNER determines, at its discretion, that the CONTRACTOR is not making satisfactory progress or there is other specific cause for such withholding.

Contractor's Warranty of Title:

14.2 The CONTRACTOR warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the OWNER prior to the making of the Application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens") and that no work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the Site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Approval of Payments:

14.3 The ENGINEER'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the OWNER, based on the ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application of Payment and the supporting data, that the Work has progressed to the point indicated; That, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval), and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment, the ENGINEER shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction or that he has made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to be paid to him on account of the Contract Price, or that title to any Work, materials, or equipment has passed to the OWNER free and clear of any Liens.

14.4 The CONTRACTOR shall make the following certification on each request for payment:

"I hereby certify that the labor and materials listed on this request for payment has been used in the construction of this work or that all materials included in this

request for payment and not yet incorporated into the construction are now on the site or stored at an approved location; and payment received from the last request for payment has been used to make payments to all first-tier subcontractors and suppliers except as listed below."

14.5 The ENGINEER'S approval of final payment shall constitute an additional representation by him to the OWNER that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.11 have been fulfilled.

14.6 The ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the OWNER. He may also refuse to approve any such payment, because of subsequently discovered evidence or the results of subsequent inspections or tests nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the OWNER from loss because:

14.6.1 The Work is defective, reasonable doubt exists to the integrity, or completed Work has been damaged requiring correction or replacement,

14.6.2 The Work for which payment is request cannot be verified,

14.6.3 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,

14.6.4 The Contract Price has been reduced because of Modifications,

14.6.5 The OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.1,

14.6.6. Of unsatisfactory prosecution of the Work, including failure to clean up as required by paragraphs 6.29 and 6.30,

14.6.7. Of persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents,

14.6.8. Of liquidated damages payable by the CONTRACTOR or,

14.6.9. Of any other violation of, or failure to comply with, the provisions of the Contract Documents.

14.7 Prior to Substantial Completion, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the Work. Such use shall not constitute and acceptance of such portions of the Work.

14.8 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or restoration of any damaged Work, except such as may be caused by agents or employees of the OWNER.

14.9 Upon completion and acceptance of the Work, the ENGINEER shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within forty-five (45) days of completion and acceptance of the Work.

14.10 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the Contract Documents by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

Acceptance of Final Payment as Release:

14.11 When all items of work are completed to the satisfaction of the ENGINEER and the ENGINEER has been advised by the CONTRACTOR that a final inspection is desired, time will be suspended until final inspection is conducted and for an additional 14 calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 14-day suspension all necessary items of work have not been completed, time changes will resume. If the specified completion date had not been reached at the time the CONTRACTOR called for a final inspection, the calendar day difference between the specified completion date and the date the CONTRACTOR called for a final inspection will be added after the

14-day period before starting liquidated damages. If a project is on liquidated damages at the time a final inspection is scheduled, liquidated damages will be suspended until the final inspection is conducted and for seven (7) calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 7-day suspension all necessary items of work have not been completed, liquidated damages will resume. When final inspection has been made by the ENGINEER and all items of work have been completed, the daily time charge will cease.

14.12 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this Work and for every act and neglect of the OWNER and others relating to or arising out of this Work. Any payment however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION:

Owner May Suspend Work:

15.1 The OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the CONTRACTOR and the ENGINEER which shall fix the date on which Work shall be resumed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided in Articles 11 and 12.

Work During Inclement Weather:

15.2 No Work shall be done under these Specifications except by permission of the OWNER when the weather is unfitting for good and careful work to be performed. Should the severity of the weather continue, the CONTRACTOR, upon the direction of the OWNER, shall suspend all work until instructed to resume operations by the OWNER and the Contract Time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the CONTRACTOR. Any compensation for repairs or replacements shall be subject to approval of the OWNER.

Owner May Terminate:

15.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property; or if he files a petition

to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or he disregards laws, ordinances, rules regulations or orders of any public body having jurisdiction, or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the Contract Documents, then the OWNER may without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety seven days written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR or the Surety will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a Change Order.

15.4 Where the CONTRACTOR'S services have been so terminated by the OWNER, said terminations shall not affect any rights of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the OWNER due the CONTRACTOR will not release the CONTRACTOR from liability.

15.5 Upon seven days written notice to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

Removal of Equipment:

15.6 In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR if notified to do so by the OWNER, shall promptly remove any part or all of his equipment and supplies from the property of the OWNER. Should the CONTRACTOR not remove such equipment and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

Contractor May Stop Work or Terminate:

15.7 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any Application for Payment within sixty (60) days after it is submitted, or the OWNER fails to pay the CONTRACTOR any sum approved by the ENGINEER or awarded by court ruling within forty-five (45) days of its approval and presentation, then the CONTRACTOR may, upon seven (7) days written notice to the OWNER and the ENGINEER, and if the OWNER or ENGINEER fails to reasonable respond in writing, terminate the Agreement and recover from the OWNER payment for all Work executed and any expense sustained plus a reasonable profit. In addition, and in lieu of terminating the Agreement, if the ENGINEER has failed to act on an Application for Payment or the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon seven (7) days' notice to the OWNER and the ENGINEER stop the Work until he has been paid all amounts then due.

Owner Furnished Equipment:

15.8 In case the OWNER furnishes equipment to the CONTRACTOR to install but fails to deliver it to the CONTRACTOR as required and in case such failure causes the CONTRACTOR additional expense or need for extension of time, the CONTRACTOR may make such claims upon the OWNER and obtain adjustments as provided herein.

Liquidated Damages:

15.9 If the CONTRACTOR shall fail to complete the work within the contract time, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the Contract Documents for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract Documents.

ARTICLE 16 - DISPUTE SETTLEMENT:

16.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.11, shall be decided in a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS:

17.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage

prepaid, to the last business address known to him who gives the notice.

17.2 If the OWNER fails to make payment forty-five (45) days after payment is due, in addition to other remedies available to the CONTRACTOR, there shall be added to each such progress payment, interest at 1% per month commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

17.3 All Specifications, Drawings and copies thereof furnished by the ENGINEER shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

17.4 The duties and obligations imposed by these General Conditions, and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.36 and 14.3 and the rights and remedies available to OWNER and ENGINEER there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the CONTRACT DOCUMENTS.

17.5 Should the OWNER or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employee or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.6 The CONTRACT DOCUMENTS shall be governed by the law of the place of the Project.

Progress Charts and Requirements for Overtime Work

17.7 The CONTRACTOR shall within 5 days or within such time as determined by the OWNER after date of commencement of work prepare and submit to the OWNER for approval a practicable schedule, showing the order in which, the CONTRACTOR proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plans and equipment) and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The CONTRACTOR shall enter on the chart the actual progress at such intervals as directed by the OWNER and shall immediately deliver to the OWNER three (3) copies thereof. If the CONTRACTOR fails to submit a progress schedule within the time herein prescribed, the owner may withhold approval of progress payment estimates until such time as the CONTRACTOR submits the required progress schedule.

17.8 If, in the opinion of the OWNER, the CONTRACTOR falls behind the progress schedule, the CONTRACTOR shall take such steps as may be necessary to improve his progress and the OWNER may require him to increase the number of shifts, or overtime operations, days of work, or the amount of construction plant, or update the progress schedule to reflect increased production for meeting the completion date, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the OWNER.

17.9 Failure of the CONTRACTOR to comply with the requirements of the OWNER under this provision shall be grounds for determination by the OWNER that the CONTRACTOR is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination the OWNER may terminate the CONTRACTOR'S right to proceed with the work or any separable part thereof in accordance with the clause of the contract entitled, "Termination for Default-Damages for Delay - Time Extensions.

17.10 Should the Contractor fail to complete the work within the specified time, or within any extra time allowed under these specifications, a sum of money, determined by the following schedule, shall be deducted from any funds due the Contractor, the Owner shall have the right recover the said sum or sums from the Contractor or from the surety, or from both. The amounts of these deductions are to cover the liquidated damages to the Owner incurred by additional or other expenses due to the failure of the Contractor to complete the work or any part of the work within the time specified, and such deductions are not to be considered penalties.

17.11 The damages indicated above shall be considered as liquidated damages for the loss to the OWNER on account of the expense due to the employment of Engineers and their assistants and to any others expenses incurred after the expiration of the Contract time as determined by the ENGINEER in section 14.11

17.12 Work requiring the presence or services of the ENGINEER, based-solely on the opinion of the ENGINEER, will not be permitted on Sunday or holidays observed by the State unless the ENGINEER determines that an emergency or necessity exists. Work on these days solely to complete the project within the contract time will not be considered a necessity or emergency.

17.13 The ENGINEER will prepare and submit to the CONTRACTOR one (1) preliminary punch list of items that do not meet the contract requirements after the final inspection and one (1) final punch list immediately before final completion and final payment.

SUPPLEMENTAL GENERAL CONDITIONS

ARTICLE 1 - SPECIAL CONDITIONS

SCOPE AND INTENT

Special conditions shall prevail over General Conditions in case of conflict. The Contractor shall furnish all labor, materials, equipment (including fuel), tools, appliances, transportation and perform all operations in connection with the construction of, alterations to, or repair of, the building, including utilities, complete, in strict accordance with the specifications and the plans governing the construction of, alterations to, or repair of, the project.

EXAMINATION OF PREMISES

Before submitting a proposal for his work, each bidder shall be held responsible to have examined the site and satisfied himself as to the conditions under which work is to be performed.

PERMITS, TAXES, AND ORDINANCES

The Contractor shall pay for all required permits, give legal notices, and pay taxes and assessments levied in connection with this contract. Building regulations shall be strictly adhered to and the contractor shall be responsible for knowledge thereof.

INSURANCES, ETC.

In addition to the requirements of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.

The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**.

If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**. Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein are filed and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.

The **CONTRACTOR** shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance.

A. Workers' Compensation and Employer's Liability Insurance

This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability or the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each person whichever is more. This policy shall include an all states endorsement.

B. **CONTRACTOR'S** Comprehensive Public Liability and Property Damage Insurance, covering all operations in connection with the performance of this Contract in amounts not less than the following:

Bodily injury liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total for aggregate limit of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of injury to or destruction of property during the policy period.

The Comprehensive Public Liability and Property Damage policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

- a. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.
- b. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
- c. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.

C. **CONTRACTOR'S** Contingent or Protective Liability and Property Damage:

In case part of this Contract is sublet, the **CONTRACTOR** shall secure

contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/\$1,000,000 for Public Liability Insurance and \$500,000/\$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.

D. Automotive Public Liability and Property Damage

The **CONTRACTOR** shall maintain automobile public liability insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for injury to one person and ONE MILLION DOLLARS (\$1,000,000) for one accident; and automobile property damage insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for one accident to protect him from any and all claims arising from the use of the following:

- a. **CONTRACTOR'S** own automobiles and trucks.
- b. Hired automobiles and trucks.
- c. Automobiles and trucks owned by Subcontractors.

The aforementioned is to cover use of automobiles and trucks on and off the site of the Project.

E. OWNER'S Protective Liability Policy

The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds in amounts not less than the following:

- a. Bodily Injury in the amount of ONE MILLION DOLLARS (\$1,000,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of an injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

CLEANING UP

The CONTRACTOR shall, at all times, keep the premises free from accumulations of waste materials and at the completion of the work, be shall remove all his rubbish, tools, temporary buildings, etc. from and about the site and shall leave his work "broom" clean unless more exactly specified elsewhere. All glass shall be washed and left free from stains of any nature.

SPECIAL INSTRUCTIONS

LIMITATIONS

During construction, care is to be taken to prevent damage to the work in place. As soon as work is completed, all work is to be thoroughly cleaned. Before completion, all damaged work is to be repaired and left in perfect condition. The CONTRACTOR will be responsible for all clean up of the premises. All trash, etc. will be hauled away from the site, and the site left in a clean and neat condition. Alcoholic beverages of any type will not be permitted on job site.

PRODUCT/MATERIALS SUBSTITUTION

CONTRACTOR will submit prior to starting work on project any changes to materials specified. CONTRACTOR will submit all specification data, company name, and supplier of material that he wishes to substitute. All material will be evaluated. CONTRACTOR will be given approval/disapproval by OWNER. No substitutes will be taken into consideration after work has begun, no substitutes will be allowed if CONTRACTOR does not submit specification data within time allowed.

INSPECTION

All work covered by these specifications shall be subject to inspection by OWNER or his authorized representative. CONTRACTOR will coordinate with OWNER for inspections as required during construction and furnish to the OWNER in writing a project schedule prior to mobilization of work at the job site.

SPECIFICATIONS AND DRAWINGS ARE RECIPROCAL

The specifications and drawings are intended mutually to explain each other and anything which is referred to in the specifications and not shown on the drawings shall be considered as being shown and mentioned and referred to in both of these documents. Such work shall be done and performed accordingly. Any drawing attached to this specification form is an integral part thereof and where such drawings, if any, differ from these specifications, the specifications shall govern.

AS-BUILT DRAWINGS

Occasionally, during the course of construction, modifications and changes may occur due to site conditions, unforeseen circumstances and problems encountered. This may result in a modification of construction as originally depicted on drawings. Contractor will furnish the OWNER a marked-up set of prints in red line of all changes and/or modifications that pertain to this contract. Drawings will be labeled. "AS-BUILT DRAWINGS".

GUARANTEES, WARRANTIES AND BONDS

1. All work will be guaranteed by the CONTRACTOR for a period of one (1) year from the date of substantial completion.
2. Wording for the notarized guarantee shall be as follows:
"We hereby guarantee all work performed by us on the above captioned project to be free from defective materials and workmanship for a period of one (1) year, or such longer period of time as may be called for in the Contract Documents for such portions of the work."
3. Guarantee Compliance:
Except as otherwise specified, all work shall be guaranteed by the CONTRACTOR and through him each sub-contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of substantial completion of the Contract. In case of work performed by his sub-contractors, the CONTRACTOR shall secure warranties from said sub-contractors and deliver copies of the same to the OWNER upon completion of the work. If, within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the OWNER'S opinion, are rendered necessary as the result of use of materials, equipment or workmanship which are inferior, defective or not in accordance with terms of the Contract: CONTRACTOR shall promptly upon receipt of OWNER'S written notice, and without expense of the OWNER;
 - a. Place in satisfactory condition in every particular all such guaranteed work, correct all defects therein.
 - b. Make good all damage to the building, site, equipment or building contents which in the OWNER'S opinion is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with terms of the Contract.
 - c. Make good any work or material or the equipment and contents of building or site disturbed in fulfilling such guarantee.In any case where fulfilling the requirements of the Contract, or any guarantee embraced in or required thereby, the CONTRACTOR disturbs any work guaranteed under another's Contract, he shall restore such disturbed work to condition satisfactory to the OWNER and guarantee such restored work to the same extent as it was guaranteed under such other contract. If the CONTRACTOR, after notice, fails to proceed promptly to comply with terms of the

guarantee, the OWNER may have the defects corrected and the CONTRACTOR and his surety shall be liable for all expense incurred. All special guarantees applicable to definite parts of the work that may be stipulated in the specification or other Contract Documents shall be subject to the terms of this Specification Section during the first year of the life of such special guarantees. All guarantees and warranties shall be obtained in the OWNER'S name and evidence thereof shall be promptly delivered to the OWNER'S Representative for transfer to the OWNER.

CLOSE-OUT DOCUMENTS

In general documents for close out, to be submitted by the CONTRACTOR to the OWNER, prior to final payment, shall be; but not limited to the following:

1. APPLICATION FOR PAYMENT: AIA Document G-702
2. CERTIFICATE OF SUBSTANTIAL COMPLETION: AIA Document G-704
3. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS:
AIA Documents G-706 and G-706A: The Contractor shall furnish these AIA Documents complete with attached notarized full release of liens, damages, and a guarantee that all materials and labor are paid in accordance with Contract Documents with the following wording:
"WE HEREBY CERTIFY THAT ALL BILLS FOR LABOR AND MATERIALS INCORPORATED INTO THE ABOVE CAPTIONED PROJECT UNDER OUR CONTRACT HAVE BEEN PAID AND THAT THE OWNER IS RELEASED FROM ANY AND ALL CLAIMS AND/OR DAMAGES UNDER THIS CONTRACT."
4. CONSENT OF SURETY COMPANY TO FINAL PAYMENT: AIA Document G-707
To be completed in full by the Bonding Company.
5. CONTRACTOR'S NOTARIZED STATEMENT:
Notarized statement that project has been constructed in accordance with Contract Documents.
6. CONTRACTOR'S NOTARIZED STATEMENT OF GUARANTEE/S:
All work will be guaranteed by the Contractor for a period of one (1) year from the date of substantial completion. Wording will be as follows:
"WE HEREBY GUARANTEE ALL WORK PERFORMED BY US ON ABOVE CAPTIONED PROJECT TO BE FREE FROM DEFECTIVE MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR, OR SUCH LONGER PERIOD OF TIME AS MAY BE CALLED FOR IN THE CONTRACT DOCUMENTS FOR SUCH PORTIONS OF THE WORK."
In the case of work performed by his sub-contractors, the Contractor shall secure warranties from said sub-contractors and deliver copies of same to the Owner upon completion of work.
7. OPERATING AND MAINTENANCE MANUALS:
All manufacturer's operating instructions and maintenance manuals will be compiled in a tabbed and labeled 3-ring binder. (Furnish Owner with two (2) sets).
8. FORM W-9, PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS):
Form W-9 is to be completed by non-corporation contractors. Non-applicable if Contractor's firm is Incorporated.
9. FINAL CLEANING:
At close out time clean and re-clean entire work to normal level for "FIRST CLASS" maintenance/cleaning.

MEASUREMENT AND PAYMENT

Measurement and Payment for the following bid items shall be as described and shall include all material, equipment, labor, testing, etc. to install and make operational a complete water system as detailed on the contract drawings and as specified in the contract documents.

DUCTILE IRON, PVC and HDPE WATER SYSTEMS

Payment for item shall include furnishing and installing all pipe, trenching, compaction of required bedding and backfill excavation, disposal of excess excavated material sheeting, shoring, bracing, dewatering, testing, fittings, reducers, flushing the system and related items not specifically covered under other pay items. The contract price shall be determined by the measured distance of pipe installed and accepted per linear foot.

TRACER WIRE SYSTEM FOR WATER

Installation requirements for tracer wire shall be as indicated on the construction plans and specifications. The item shall include all labor, materials and equipment necessary to provide a complete tracer system for the water infrastructure with proper grounding and connection points as shown in the plans and specifications. Grounding and hook-up locations shall be included in the price of the tracer wire system. The item shall be paid per lump sum.

CUT AND CAP EXISTING WATER LINE IN PLACE

Payment for cut and cap existing water line in place line shall be as indicated on the construction plans. The item shall include all labor, materials and equipment necessary to complete the item. The item shall be paid per each.

CONNECTION ITEMS

Payment for connection items shall include installation of reducers, fittings, valve boxes, trenching, excavation, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring bracing, dewatering, testing, flushing and related items not specifically covered under other pay items as depicted on the construction plans. Pay shall be determined per each.

GATE VALVES

Payment for installation of gate valves shall include furnishing gate valves, valve boxes, trenching, excavating, compaction of backfill, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items as depicted on the construction plans. Pay shall be determined per each.

FIRE HYDRANT WITH APPURTENANCES

Payment for installation of fire hydrant with appurtenance shall include furnishing fire

hydrant, gate valve, valve box, piping, trenching, excavating, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items. Pay shall be determined per each to include fire hydrant, tees, gate valve, valve box, pipe and other miscellaneous items as required to provide an operational hydrant. Pay shall be determined per each.

REMOVAL OF FIRE HYDRANT WITH APPURTENANCES

Payment for removal of fire hydrant with appurtenance shall include removal of existing fire hydrant, gate valve, piping, trenching, excavating, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring, bracing, dewatering and related items not specifically covered under other pay items to fully remove an existing fire hydrant. Pay shall be determined per each to include fire hydrant, tees, gate valve, pipe and other miscellaneous items as required to remove, secure and transport to an area designated by the owner. Pay shall be determined per each.

SERVICE TAP

Payment for residential or commercial service tap shall include all fittings, corporation stop, curb stop, tubing, materials, labor and equipment to provide a new water service. Item shall include connection from new water line to existing water meter to remain. Completion of item shall be a fully functional water service. Item shall be paid per each.

SERVICE TUBING

Payment for installation of service tubing shall include furnishing and installing service tubing as directed by the ENGINEER. Item shall include all trenching, excavating, compaction of backfill, disposal of excess excavated material etc. to install service tubing as directed. Payment shall be per linear foot measured from each connection point.

SERVICE TUBING (BORED):

Payment for installation of service tubing bored shall include furnishing and installing service tubing under existing asphalt, concrete or other area determined by the engineer to remain in place. Item shall include all boring, excavating, compaction of backfill, disposal of excess excavated material etc. to install service tubing as bored. Pay shall be measured from edge to edge of existing concrete or asphalt and paid per linear foot.

REMOVE, RELOCATE AND RESET EXISTING WATER METER

Payment for remove, relocate and reset existing water meter include relocating an existing water meter from one location to a new location. Item shall include all materials and fittings necessary for reconnection of the water meter to the new location as directed by the ENGINEER. Item shall include all trenching, excavating, compaction of backfill, disposal of excess excavated material etc. Any damaged items shall be replaced at no expense to the owner. Payment shall be per each.

RESIDENTIAL METER

Payment for residential meter shall include all components, labor and equipment for a fully operational water meter. Meter shall meet the requirements of the plans and specifications and function fully within the existing system. Item shall include meter, box and any necessary fittings and shall be paid per each.

CRUSHED AGGREGATE

Payment for crushed aggregate shall include furnishing and installing material as specified in the plans and specifications. Crushed aggregate shall be installed as a base material for the pavement repairs. Crushed aggregated may be used for a temporary riding surface and will be the surface of the street throughout the life of the project. Temporary riding surface will be removed prior to pavement repairs and moved to another location as directed by the engineer at no additional cost to the project. Payment shall be per ton from certified scales.

SELECT FILL MATERIAL:

Payment for installation of select fill shall include furnishing and installing granular material as specified in the contract documents and as directed by the Engineer. The unit measurement shall be loose vehicular measurement, L.V.M. Pay shall be determined per cubic yard.

ASPHALT PAVEMENT REPAIR

Payment for asphalt repair shall include furnishing and installing asphalt pavement as specified in the plans and specifications. Item shall include material, haul, placement compaction and testing necessary to meet the plans and specifications. Payment shall be per ton.

CONCRETE SIDEWALK REPAIR

Payment for concrete sidewalk repair shall include furnishing and installing concrete sidewalk as specified in the plans and specifications. Item shall include forming, materials, haul, placement, finishing and testing necessary to meet the plans and specifications. Payment shall be per square yard.

SOLID SOD

Payment for solid sod shall include furnishing and installing sod, fertilizer, lime and other components required to establish permanent grassing matching existing conditions. Solid Sod shall include final grading prior to installation of sod materials. The unit measurement shall be per square yard.

LANDSCAPE RESTORATION

Payment for landscape restoration shall include furnishing and installing of top soil, mulch, plants, fertilizer, watering, final grading and other components required to re-establish landscaping to matching existing conditions. The unit measurement shall be per square foot.

CLEARING AND GRUBBING

Payment for clearing and grubbing shall include removal of all items within the required limits of construction necessary to complete the project based on the construction plans and specifications. Payment shall include off site removal of all items removed during clearing and grubbing. Item shall include all materials, labor and equipment necessary to meet the plans and specifications. Payment shall be lump sum.

TEMPORARY EROSION CONTROL

Payment for erosion control shall include furnishing, installing and maintaining silt fence or other erosion control measures as required by current Mississippi Department of Environmental Quality standards. Erosion control measures shall be installed and maintained as planned by the contractor or as directed by the Engineer to prevent erosion under or excess siltation within 24 hours of a rain event. The unit measurement shall be lump sum and includes any required maintenance.

MAINTENANCE OF TRAFFIC

Payment for maintenance of traffic will be lump sum. Item shall include all materials, labor and equipment to maintain traffic based on the current MUTCD or as required by the Engineer.

MOBILIZATION

Payment for mobilization shall enable contractor to assemble materials, equipment, etc. on site to prepare for construction. The unit measurement shall be lump sum. Mobilization shall be paid 50 percent at 5 percent of construction complete and 100 percent at 25 percent of construction complete.

WATER SYSTEMS

1) GENERAL

- a) This item shall consist of furnishing all of the necessary materials, supervision, labor, tools, equipment and incidentals, and the installation of various types and sizes of water pipe and related items in accordance with the contract drawings and specifications, as stated in the Proposal.

2) APPLICABLE PUBLICATIONS

- a) The following publications form a part of these specifications and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work.

- i) AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- A 139 Electric-Fusion (Arc) welded steel pipe (sizes 4 inch and over).

- A 252 Welded and Seamless steel pipe piles.

- C 31 Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field.

- C 33 Concrete Aggregates

- C 39 Test for Compressive Strength of Cylindrical Concrete Specimens.

- D 2922 Density of Soil Aggregate in place by the clear Method (shallow depths).

- ii) AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

- 21.10 Gray Iron and Ductile Iron Fittings, 3 inch through 48 inch for Water and other Liquids.

- 21.11 Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.

- 21.50 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-line Molds, for Water or other Liquids.

iii) AMERICAN WATER WORKS ASSOCIATION (AWWA)

C 104 Cement-Mortar Lining for Cast Iron Pipe and Fittings for Water and Other Liquids.

C 106 Cast Iron Pipe Centrifugally Cast in Metal Molds, for water and other Liquids.

C 110 Gray Iron and Ductile Iron Fittings, 3 inch through 48 inch, for Water and Other Liquids.

C 111 Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.

C 150 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or other Liquids.

iv) AMERICAN ASSOCIATION OF STATE HIGHWAY & TRANSPORTATION OFFICIALS (AASHTO)

T-88 Particle Size Analysis of Soils.

T-89 Determining the Liquid Limit of Soils.

T-90 Determining the Plastic Limit and Plasticity Index of Soils.

T-99 Moisture Density Relations of Soils Using a 5.5 lb. Rammer and 12 inch Drop.

T-191 Density of Soil In-Place by the Sand-Cone Method.

v) MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Standard Specifications for Road and Bridge Construction 1990 Edition.

3) **SUBMITTALS**

a) The following submittals shall be required for the respective materials used in the work. All submittals shall be submitted through the Contractor to the Engineer.

i) Ductile Iron Pipe: The following submittals shall be required for ductile iron

pipe systems utilized on the project. The Contractor shall furnish manufacturer's certificates certifying that the pipe and fittings conform to the requirements as specified hereinafter under Article 4.0, Materials. In addition, the submittals shall include the following:

- (1) Joints: The following shall be required for ductile iron joints.
- (2) Drawings or Manufacturer's Catalogue data indicating dimensions and tolerance.
- (3) Gaskets shall be tested in accordance with the respective standards as indicated in ANSI 21.11 and results shall be included in the submittals. Test shall be for similar materials on the gaskets and be not more than one year old.
- (4) Mechanical Joints: Should the Contractor elect to use mechanical joints in lieu of push-on joints, manufacturer's data shall be submitted in accordance with the "Special Requirements for the Mechanical Joint" as stated in ANSI 21.11 (AWWA C 111).

ii) Ductile Iron Pipe Submittal Shall Include the Results of:

- (1) Tension Test
- (2) Impact Test
- (3) Low Temperature Impact Test
Sampling procedure shall be as indicated in ANSI 21.51.

b) PVC Pipe: The Contractor shall furnish manufacturer's certificates certifying that the pipe and fittings conform to the requirements of these specifications and appropriate construction drawings.

4) MATERIALS - WATER SYSTEM

a) Ductile Iron Pipe:

- i) Ductile iron pipe shall be designed in accordance with the latest revision of ANSI/AWWA C51/A21.51), rated working pressure of 350 psi plus a 100 psi surge allowance; a 2 to 1 safety factor on the sum of working pressure plus surge pressure in Type 3 laying condition with a depth of cover as required per plans.
- ii) Pipe shall have standard asphaltic coating on the exterior. Pipe also shall have a cement mortar lining on the interior in accordance with the latest

revision of ANSI/AWWA C104/A21.4. If corrosion protection is required, polyethylene encasement shall be installed prior to the pipes installation in accordance with ANSI/AWWA C105/A21.5-88.

- iii) All non-restrained pipe shall be furnished with push-on type joints such as "Fastite," or equal. Joints shall be in accordance with the latest revision of ANSI/AWWA C111/A21.11 and shall be furnished complete with all necessary accessories.
- iv) Where restrained joint pipe is required, "Fast Grip", "Flex-Ring", or "Field Flex-Ring" or approved equal shall be used. The length of restrained pipe shall be as tabulated or noted on the plans.
- v) Ductile iron fittings shall conform to the latest revisions of either ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53. Fittings, linings, and coatings shall be as specified for the pipe above.
- vi) All pipe, fittings and accessories shall be installed and tested in accordance with the latest revision of AWWA C600. Newly installed ductile iron water mains shall be disinfected in accordance with the latest revision of AWWA C651 prior to placing in service.

b) PVC Pipe

- i) PVC pipe for this project shall be PVC, C-900, Class 200. This standard covers the installation of Pressure Class 100, 150 and 200 PVC pipe complying with AWWA Standard C-900-89. PVC pipe shall bear the National Sanitation seal for potable water.
- ii) The pipe shall be equipped with a push on joint in a single elastomeric gasketed joint. It is assembled by positioning the elastomeric gasket in the annular groove of the bell and inserting the spigot end of the pipe into the bell. The spigot end of the pipe compresses the gasket radially to form a positive seal. The gasket and annular groove are designed, sized and shaped so that the gasket will resist displacement. Care shall be taken so that only the correct elastomeric gasket, compatible with the annular groove of the bell, is used. Insertion of the elastomeric gasket in the annular groove of the bell must be in accordance with the manufacturer's recommendations.

c) Gate Valves:

- i) Where indicated on the Plans or directed by the ENGINEER, the CONTRACTOR shall furnish and install gate valves as hereinafter specified.
- ii) All gate valves shall be cast iron mechanical joint, Mueller A-2360, equivalent

or better. All gate valves shall be furnished with O-ring packing and 2" square operating nut, AWWA 200lb., for cast iron water main.

- iii) Valve boxes shall be cast iron top and bottom. Extension pieces shall be provide as required.
- iv) Payment for furnishing and installing gate valves with box shall be made at the contract unit price per valve according to type and size as listed in the proposal.
- v) All valves will be set at a perfect 90-degree angle from level pipe, (perpendicular) so as to be easily accessible through properly set valve box as per specifications above.
- vi) The CONTRACTOR shall furnish and install either a two-piece or three-piece, slip type, cast iron valve box over each gate valve. Valve boxes will be set over valve operating nut, centered so as to be easily accessible with a valve operating wrench or key. They will be set to correspond with the finished grade of street, lot, or easement. No dirt will be left in box; box will not rest directly on valve body.

d) Fittings, Valves and Hydrants, etc.

- i) All fittings, valves and valve boxes, hydrants, and other appurtenances are to be set at the points indicated on the plans, or as directed by the ENGINEER, and omission to do so shall be corrected by the CONTRACTOR without extra cost to the OWNER.
- ii) All fittings shall either be Ductile Iron Compact (ANSI/AWWA C153/A21.53) or Cast Iron (ANSI/AWWA-C110/A21-10) and shall have mechanical joint ends and mechanical joint restraints (Series 1120) and shall be incorporated in the design of the follower gland and shall include a restraining mechanism which, when actuated, imparts multiple wedging action against the pipe, increasing its resistance as the pressure increases. Flexibility of the joint shall be maintained after burial. Glands shall be manufactured of ductile iron conforming to ASTM A 536-80. Restraining devices shall be of ductile iron heat treated to a minimum hardness of 370 BHN. Dimensions of the gland shall be such that it can be used with the standardized mechanical joint bell and tee-head bolts conforming to ANSI/AWWA A21.11 and ANSI/AWWA C153/A21.53 of latest revision. Twist-off nuts shall be used to insure proper actuating of the restraining devices.
- iii) The mechanical joint restraint device shall have a working pressure of a least 250 psi with a minimum safety factor of 2:1 and shall be EBAA Iron., MEGALUG or equal.

- iv) To improve the sealing capacity, the gaskets for all mechanical joints conforming to the requirements of ANSI/AWWA C110/A/21.10, C111/A21.11, or C153/A21.53 shall be of a design that causes the gasket to deflect approximately 30% during assembly of the mechanical joint. The gasket material shall conform to the requirements of ANSI/AWWA C111/A21.11, Section 1-6.4 of the latest revision. Mechanical joint gaskets shall be EBAA Iron's EBAA Seal- Improved Mechanical Joint Gasket or approved equal.
- v) Fittings (bends, tees, plus, and caps) shall be securely braced by mechanical joint restraints, as indicated on the Plans, to prevent the possibility of blowing off under pressure. And a full length of pipe shall be installed on each end of the fitting. Then cut pieces can be installed beyond the full lengths of pipe.
- vi) The prices bid furnishing and installing valves, fittings, etc., shall include compensation for furnishing mechanical joint restraints as required at beds, tees, plugs and caps. No separate or extra compensation will be allowed for any of the above specified incidental work or material.

e) Plugs and Caps

- i) Where indicated on the Plans, or as directed by the ENGINEER, the CONTRACTOR shall install plugs for anticipated future extensions by placing a branch fitting (tee or cross) in the line and plugging the unused branch or branches. In general, such plugs will be located at street intersections where present plans provided lines running in only two or three directions from the intersections and where, in the opinion of the ENGINEER, a connection may be required for future extension. Where "dead-end" lines are installed, the ends of such lines shall be plugged or capped as required.
 - ii) For the various hot taps required according to the plans, and up to 12 inches, the JCM 432, stainless Tapping Sleeve shall be required. The CONTRACTOR shall furnish all materials for these various taps and the OWNER will actually make the tap.
- f) Casing Pipe: Steel pipe utilized as casing at locations shown on the Contract Drawings shall be new round piling pipe conforming to the requirements of ASTM A 252 or A 139. Casing diameter shall be adequate to allow pushing of the specified diameter of water pipe and make proper connections at the ends. Minimum Wall Thickness for steel casing is 0.375 inch.
- g) Wash Gravel Bedding Material: Select Granular material for pipe bedding shall be coarse concrete aggregate. The coarse concrete aggregate shall conform to the gradation sizing Number 467 specified in Table 2 of ASTM Standard Specification C-33. (See Following Table.)

SIZE No. 467

Nominal Size (Sieves w/Square Openings)	Percent Passing by Weight
2"	100
1-1/2"	95–100
3/4"	35–70
3/8"	10–30
No. 4	0–5

- h) Stabilization Material: Stabilization Material shall be a pit run mixture of sand and gravel. The sand shall be hard, sharp and durable particles. All gravel shall pass a 1 - 1/2" sieve.
- i) Concrete: Concrete shall be in accordance with the requirements of Technical Specifications – CONCRETE.
- j) Select Backfill
- i) General: The select material shall be composed of a natural or artificial mixture of sand, silt, clay or soil binder or other material of satisfactory cementing value. The sand shall be hard, sharp, and durable particles, preferably siliceous. The binder shall be a grade of clay or other material having satisfactory cementing qualities and shall be homogenous in character, free from vegetable matter, clay balls or other deleterious substances that cannot be classed as serviceable base material.
- ii) Gradation: Any coarse aggregate contained in the material shall pass the one and one-half (1-1/2); sieve and not more than thirty-five percent (35%) shall be retained in the Number 10 sieve. The plasticity index (P.I.) shall not exceed 12, nor shall the liquid limit exceed 30.
- iii) The composite selected sand-clay material passing the Number 10 sieve shall conform to the following minimum and maximum gradation limits:

Sieve	Percent Passing by Weight
Number 40	40–85
Number 60	30–70

Number 270	8–30
Silt (.05 to .005 mm)	03–15
Clay (Passing .005 mm)	3--15

- iv) Backfill: All other backfill shall consist of excavated material removed from the trench.

5) CONSTRUCTION

a) Earthwork

i) Site Preparation:

- (1) Topsoil shall be stripped and stockpiled in accordance with Technical Specifications - Restoration of Roads, Driveways, Fences, Lawns, and other Grassed Areas.
- (2) All vegetation such as brush, heavy sod, heavy growth of grass, decayed vegetative matter, rubbish and any other unsuitable material within the area of trenching shall be stripped or otherwise removed before the trenching is started, and in no case shall such objectionable material be allowed in the trench.
- (3) Stripping operation shall be to a depth of not less than 6 inches in all cases.

- b) Asphalt or Concrete Removal: Before trenching operations begin, the existing asphalt or concrete pavement shall be scored or cut to a proper depth to give a straight vertical edge when removed. The asphalt or concrete shall be disposed of offsite by the Contractor. While removing the asphalt or concrete in the trench line, never shall the adjacent asphalt be raised or pulled from its base.

c) Trenching:

- i) The Contractor shall determine all requirements for trench dimensions, alignment, and grades. The trench shall be excavated in conformance with all federal, state and local regulations for the protection of the workmen. Shoring, sheeting and/or a moveable form shall be used as required to provide earth stability during the laying operations.
- ii) The final excavation of the trench for the pipe installation shall be as indicated on the Plans. Minor variations in horizontal (within the permanent easement) or vertical alignment during construction shall be made during construction

(with the Engineer's approval) to facilitate ease of installation and operation (due to potential conflicts; i.e., utility conflict) at no additional cost to the Owner except for additional piping, if any. The trench from the top of the pipe down to the bottom of the bedding shall be of a consistent width as indicated on the plans. Should the excavated width of the trench be larger than the design width, the Engineer may direct that a higher type or class of bedding be used; or other adjustments be made to increase the load carrying capacity of the pipe.

- iii) The Contractor shall not excavate more trench in advance of pipe laying than is necessary to perform the work efficiently. No more than 100 feet of open trench shall be allowed unless approved by the Engineer.
- iv) Excavated material shall be placed in a manner that will not obstruct sidewalks, driveways, or other structures. Excavated material shall not be placed so as to surcharge the walls and jeopardize trench stability.

d) Disposal:

- i) The Contractor shall satisfactorily dispose of all excess earth from excavations either in approved (by the Engineer) areas within the construction limits or away from the project in disposal sites obtained by the Contractor.
- ii) The Contractor will be permitted to mound excess earth over the trench to a maximum depth of 12 inches above the original ground surface or finished grade where the trench is located in unimproved property. Wasting of excess excavated material will not be permitted within any road ROW. All material within the construction limits shall be placed so that natural drainage is maintained and the surface shall be graded to a smooth and uniform appearance. The disposal of waste and excess excavating materials, including hauling, handling, grading, and surfacing shall be subsidiary obligation of the contractor and no separate payment will be made. Therefore, the cost of such work shall be included in the Contract Unit Price for installation of water pipe.

e) Dewatering

- i) The site shall be kept free of surface water at all times. The Contractor shall install drainage ditches and dikes and shall perform all pumping and other work necessary to divert or remove rainfall and other accumulations of surface water from the excavations. The diversion and removal of surface water performed in a manner that will prevent the accumulation of water behind temporary structures or at any other locations within the construction area where it may be detrimental. The Contractor shall provide, install, and

operate sufficient trenches, sumps, pumps, hoses, piping, well points, deep wells, etc., necessary to depress and maintain the ground water level at least one foot below the base of the excavation during all stages of construction operations. The ground water table shall be lowered in advance of excavation and maintained a minimum of one foot below the lowest excavation subgrade made until the structure has sufficient strength and weight to withstand horizontal and vertical soil and water pressures.

- ii) Where groundwater is encountered, the Contractor shall make the effort necessary to secure a dry trench bottom before laying pipe. In sandy and in other suitable type soils, dewatering shall be done by well pointing. If, in the opinion of the Engineer, the Contractor has failed to obtain an absolutely dry trench bottom by insufficient use of all known methods of trench dewatering, the Engineer may order the Contractor to excavate below grade and place not less than 6 inches of graded crushed stone fill material over the trench bottom to form trench drains to suitably located sumps and to remove the water by bailing or pumping. The graded crushed stone fill material shall be placed at the Contractor's own expense and shall be of such depth that there shall be not water in bell holes at the time of coupling pipe. All costs of equipment, labor, and materials required for dewatering shall be included in the bid price.

f) Bedding

- i) The Contractor shall satisfactorily shape the trench area (to specified line, grade and cross section) to receive bedding material. The bottom of the trench shall be undisturbed soil. Should the Contractor over excavate the trench without direction from the Engineer, the trench shall be brought up to grade with select backfill and compacted to at least 90% of maximum laboratory density as measured by AASHTO T 99. Such additional work and materials for over excavation without direction of the Engineer shall be at the expense of the Contractor.
- ii) Holes for the bells shall be provided at each joint in the subgrade or in the granular fill bedding material as required. The holes shall be no larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on the material. The Contractor shall install the proper bedding for the respective type of pipe and depth of installation as shown in the details and schedules on the plans. When depths vary in a particular manhole run, the Contractor shall change bedding systems in accordance with the depth installation requirements.
- iii) Stabilization Materials: When the subgrade is found to be unstable or to include ashes, refuse, organic material, or other unsuitable material, the Engineer may direct that the subgrade be over excavated to remove such material. The depths of over excavation shall be as directed by the Engineer.

Stabilization material shall be placed into the over excavated area of the trench and shall be paid for in accordance with these specifications. Stabilization shall be compacted to at least 90% of maximum laboratory density in six-inch lifts.

iv) Bedding Materials

(1) As detailed in the plans, bedding material shall be placed to the specified depth below the pipe and tamped to a minimum of 90% of maximum laboratory density as determined in accordance with AASHTO T 99. Following placement of pipe, additional bedding material shall be placed and consolidated under the haunches of the pipe. Special tools shall be required to work the material into place and leave no voids beneath the pipe. The bedding material shall be tamped along the spring line (or along the top of the bedding material as indicated) of the pipe to sufficiently compact the material insofar as practical.

(2) The Engineer may direct additional moisture be added to the bedding material to aid in the compaction effort. Mechanical tampers may be employed to aid the process. depending on the particular bedding required, additional bedding shall be added and tamped to a minimum of 90% of maximum laboratory density, with AASHTO T-99.

v) Select Backfill: Select backfill shall be placed in 6-inch lifts and tamped to a minimum laboratory density with AASHTO T-99. Overall depth of the select backfill shall be as directed by the Engineer.

vi) Normal Condition Bedding: Under normal conditions the trench bottom shall be undisturbed earth shaped to the specified line, grad, and cross section with proper bell holes at each joint to ensure that pipe barrel lies flat on trench bottom. The bedding material will be selected native materials excavated from the trench and placed in two lifts. The first lift being placed up to the spring line of the pipe and extending out to the trench walls and hand tamped to a minimum of 90% of maximum laboratory density. Special care shall be used in placing and tamping bedding to insure no voids under the haunches of the pipe. The second lift shall extend to approximately 6" above pipe (Material permitting) and hand tamped to 90% density.

g) Backfilling: Upon completion of placement of select material the excavated materials shall be immediately placed back into the trench. Specific requirements are:

i) Backfill requirements for road crossings, parking lots, driveways, and sidewalks shall be in accordance with Technical Specifications - RESTORATION of ROADS, DRIVEWAYS, FENCES, LAWNS and OTHER

GRASSED AREAS.

- ii) Backfill requirements for unimproved areas (pastures, wooded areas) shall consist of placement and shaping of the soil in such a manner as to allow maximum natural consolidation. No compaction of the general backfill in the unimproved areas will be required, except that caused by conventional shaping equipment.
 - iii) No debris shall be used as backfill which has a volume in excess of one-half of one cubic foot or weight excess of 75 pounds.
- h) Sheeting Removal: Wooden sheeting or other thick sheeting or shoring members which have been driven or otherwise placed along the trench walls to an elevation below the spring line of the pipe shall be cut off at the spring line or higher and left in place.
- i) Grading and Grassing: Final grading and grassing shall be in accordance with Technical Specifications, "RESTORATION of ROADS, DRIVEWAYS, FENCES, LAWNS, and OTHER GRASSED AREAS."
- j) Pipe Handling and Storage: Pipe shall be handled, staked, and stored in accordance with manufacturer's printed literature. The Contractor shall provide security as required to prevent damage by vandals. PVC pipe shall be shaded from sunlight for extended lengths of time. Pipe damaged during storage and handling shall be rejected.
- k) Pipe Laying
- i) Each pipe shall be laid true to line and grade and in such manner as to form a close concentric joint with the adjoining pipe and to prevent sudden offsets of the flow line. As the work progresses, the interior of the water shall be cleared of all dirt and superfluous materials of every description. Where cleaning after laying is difficult because of small pipe size, a suitable swab or drag shall be kept in the pipe and pulled forward past each joint immediately after the jointing has been completed. Trenches shall be kept free of water and pipe shall not be laid when the condition of the trench or the weather is unsuitable for such work. At times when work is not in progress, open ends of pipe and fittings shall be securely and satisfactorily closed so that no trench water earth or other substance will enter the pipe or fittings.
 - ii) The water main shall maintain a minimum of 30 inches of cover at all times.
 - iii) Pipe laying shall be performed in such a manner that no foreign material enters the pipe. The Engineer may require that before lowering pipe, heavy canvas bags be placed over each end, and left in place until joints are ready

to be made. If water is in the trench, the seals shall remain in place until the trench is pumped completely dry. If conditions are unsuitable, no pipe shall be laid until satisfactory laying conditions are obtained in accordance with the above specified requirements.

- l) Pipe Jointing: Piping shall be jointed in accordance with the manufacturer's printed recommendations. Gaskets shall be firmly set within the bells and grooves as required. The manufacturer's recommended lubricant or an approved equal shall be applied for slip type joints.
 - i) Ductile Iron Pipe Joint Construction: The installation and jointing of ductile iron pipe shall generally conform to the applicable provisions of AWWA Standard Specifications C-600 for pipe laying.
 - ii) Where mechanical joint pipe is used, the surfaces which come in contact with the gasket shall be thoroughly brushed with a wire brush just prior to assembly. The gasket should be brushed with soapy water prior to installation to remove loose dirt and to lubricate gasket as it is forced into its retaining space.
 - iii) When tightening bolts, it is essential that the gland be brought up toward the pipe flange evenly. The bolts should be partially tightened; the bottom bolt first, then the top; next the bolts on either side; and last, the remaining bolts. Overstressing of bolts to compensate for poor installation will not be permitted. Bolt torque shall be in accordance with manufacturer's specifications.
 - iv) All joints of whatever type shall be completely water tight after being subjected to the required tests.
- m) Borings: Borings shall be accomplished in accordance with Mississippi State Highway Department Standards. The contractor shall provide all necessary sheeting, bracing, cribbing, supports and appurtenances to insure the proper line and grade throughout the entire length of the crossing.
 - i) Casing Pipe: Casing Pipe shall be installed as indicated on the Contract Drawings. Joints shall be completely welded to provide structural integrity and shall be watertight.
 - ii) Carrier Pipe: Carrier pipe may be any of the allowed options of piping. However, the piping and joints shall be capable of withstanding the stress exerted by pushing the pipe within the casing.
 - iii) Carrier Pipe Supports: Supports for the carrier pipe shall be as recommended by the manufacturer for such installation. Supports shall be spaced to

adequately support the piping under all conditions.

- iv) Casing Seal: The annulus between the casing and carrier pipe shall be sealed at each end by installing WMSON Type U end seals, as manufactured by T.D. Williamson, Inc. Tulsa, Oklahoma, or equal, in accordance with the instructions of the manufacturer of the seals.

- 6) **SEPARATION of WATER and SEWER MAINS**: The water and sewer specifications should state that the water line be constructed no less than 10 feet horizontally and 18" vertically with water line over sewer line. If those conditions cannot be met then they will be decided on a case by case basis.

7) **TESTING**

a) Ductile Iron Pipe

- i) Field Inspection: The Engineer shall perform visual inspection of the material prior to placement by the Contractor. The Engineer may make non-destructive tests to determine the soundness of the pipe. The Contractor shall assist the Engineer in handling and moving the pipe as required.
- ii) Material Test: Material test shall be conducted during the manufacturing process and the results shall be included as part of the submittals. No other material test shall be required.

- b) Steel Casing Pipe Material test shall be included as part of the submittal. No other material test shall be required.

c) Compaction Tests

- i) Compaction tests shall be performed in accordance with AASHTO T 191 or ASTM D 2922. Maximum compaction shall be determined in accordance with AASHTO T 99.
- ii) Compaction tests for water pipe related work shall not be less than as follows:

NUMBER of COMPACTION TESTS AASHTO T-99, AASHTO T-191, or ASTM D 2922		
Stabilization Material	1	One per 100 C.Y.
Bedding material	2	One per 600 L.F.
Tamped Backfill	2	One per 600 L.F.

d) Hydrostatic Testing

- i) After the pipe has been laid, all newly laid pipe or any valved section thereof shall be subjected to a hydrostatic pressure of at least 1.5 times the working pressure at the point of testing and not less than 1.25 times the working pressure along the test section, for a minimum of 2 hours.
- ii) And all tests shall be in accordance with AWWA Standard C600, Section 4.
- iii) Allowable leakage shall be no more than that determined by the following formula:

$$L = \frac{SD \sqrt{P}}{133,200}$$

- iv) In which L is the allowable leakage in gallons per hour; S is the length of pipe tested in feet; D is the nominal diameter of the pipe, in inches; and P is the average test pressure during the leakage test in pounds per square inch.
- v) These tests are to be made the Contractor's expense and he is to provide all necessary fittings, equipment, appliances and any other necessary items to conduct the tests in a manner satisfactory to the ENGINEER. All costs incidental to conducting these tests are to be included in the prices bid for the various items of construction as no separate or extra compensation is to be allowed therefore. Record of testing is to be furnished to the OWNER.

8) CLEANING and STERILIZING

- a) Before each section of work is placed in service, it shall be thoroughly flushed to remove any dirt or other foreign material from inside the lines; and the inside of the lines shall be sterilized by pumping into and through them a solution of chlorine of 50mg/l for 24 hours in such manner as to meet the requirements of the State Board of Health.
- b) At least two (2) samples of chlorine free water, taken from each section shall be submitted to the State Board of Health for examination to determine if the system is free from organisms of the Coli-Aerogenes group. If such samples are not negative from organisms of the Coli-Aerogenes group, the system shall be disinfected and re-disinfected in a manner meeting the requirements of the State Board of Health, until the system is freed of contamination.
- c) All water mains will be flushed, chlorinated and re-chlorinated until two (2) consecutive negative water samples are obtained by the Local Health

Department. The samples shall be collected by the Certified Operator of the system or the Professional Engineer of the project.

- d) The CONTRACTOR shall be responsible for the conduct of all of the above defined activities, and any and all costs incident thereto shall be included in the prices bid for the various items of construction as no separate or extra compensation is to be allowed therefore.

9) WATER SERVICE

- a) Service pipe shall be ¾" Polyethylene Plastic tubing meeting the following specifications:
 - i.) 200 PSI and complying with AWWA standards when tested by methods ASTM 1599, copper tube size (O.D.) farmable for use with standard heavy-duty waterworks brass flare fittings.
 - ii.) Tubing shall comply with the standards and bear the seal of the National Sanitary Foundation.
 - iii.) All connections and fittings shall be Ford brand.

10) TRACER WIRE

- a) Materials
 - 1. General
 - i.) All trace wire and trace wire products shall be domestically manufactured in the U.S.A.
 - ii.) All trace wire shall have HDPE insulation intended for direct bury, color coated per APWA standard for the specific utility being marked, green for Sewer.

2. Trace wire

- i) Open Trench - Trace wire shall be #12 AWG Copper Clad Steel, High Strength with minimum 450 lb. break load, with minimum 30 mil HDPE insulation thickness.
- ii) Directional Drilling/Boring - Trace wire shall be #12 AWG Copper Clad Steel, Extra High Strength with minimum 1,150 lb. break load, with minimum 30 mil HDPE insulation thickness.
- iii) Pipe Bursting/Slip Lining - Trace wire shall be 7 x 7 Stranded Copper Clad Steel, Extreme Strength with 4,700 lb. break load, with minimum 50 mil HDPE insulation thickness.

3. Connectors

- i.) All mainline trace wires must be interconnected in intersections, at mainline tees and mainline crosses. At tees, the three wires shall be joined using a single 3-way lockable connector. At Crosses, the four wires shall be joined using a 4-way connector. Use of two 3-way connectors with a short jumper wire between them is an acceptable alternative.
- ii.) Direct bury wire connectors – shall include 3-way lockable connectors and mainline to lateral lug connectors specifically manufactured for use in underground trace wire installation. Connectors shall be dielectric silicon filled to seal out moisture and corrosion and shall be installed in a manner so as to prevent any uninsulated wire exposure.
- iii.) Non-locking friction fit, twist on or taped connectors are prohibited.

4. Termination/Access

- i.) All trace wire termination points must utilize an approved trace wire access box (above ground access box or grade level/in-ground access box as applicable), specifically manufactured for this purpose.
- ii.) All grade level/in-ground access boxes shall be appropriately identified with “water” cast into the cap and be color coded.
- iii.) A minimum of 2 ft. of excess/slack wire is required in all trace wire access boxes after meeting final elevation.
- iv.) All trace wire access boxes must include a manually interruptible conductive/connective link between the terminal(s) for the trace wire connection and the terminal for the grounding anode wire connection.

- v.) Grounding anode wire shall be connected to the identified (or bottom) terminal on all access boxes.
- vi.) Service Laterals - Trace wire must terminate at an approved grade level/inground trace wire access box, located at the edge of the road right-of-way, and out of the roadway.
- vii.) Hydrants – Trace wire must terminate at an approved above-ground trace wire access box, properly affixed to the hydrant grade flange. (affixing with tape or plastic ties shall not be acceptable)
- viii.) Long-runs, in excess of 500 linear feet without service laterals or hydrants - Trace wire access must be provided utilizing an approved grade level/in-ground trace wire access box, located at the edge of the road right-of-way, and out of the roadway. The grade level/in-ground trace wire access box shall be delineated using a minimum 48" polyethylene marker post, color coded per APWA standard for the specific utility being marked.

5. Grounding

- i.) Trace wire must be properly grounded at all dead ends/stubs
- ii.) Grounding of trace wire shall be achieved by use of a drive-in magnesium grounding anode rod with a minimum of 20ft of #12 red HDPE insulated copper clad steel wire connected to anode (minimum 1.5 lb.) specifically manufactured for this purpose and buried at the same elevation as the utility.
- iii.) When grounding the trace wire at dead ends/stubs, the grounding anode shall be installed in direction 180 degrees opposite of the trace wire, at the maximum possible distance.
- iv.) When grounding the trace wire in areas where the trace wire is continuous and neither the mainline trace wire or the grounding anode wire will be terminated at/above grade, install grounding anode directly beneath and in-line with the trace wire. Do not coil excess wire from grounding anode. In this installation method, the grounding anode wire shall be trimmed to an appropriate length before connecting to trace wire with a mainline to lateral lug connector.
- v.) Where the anode wire will be connected to a trace wire access box, a minimum of 2 ft. of excess/slack wire is required after meeting final elevation.

b. Installation

1. General

- i.) Trace wire installation shall be performed in such a manner that allows proper access for connection of line tracing equipment, proper locating of wire without loss or deterioration of low frequency (512Hz) signal for distances in excess of 1,000 linear feet, and without distortion of signal caused by multiple wires being installed in close proximity to one another.
- ii.) Trace wire systems must be installed as a single continuous wire, except where using approved connectors. No looping or coiling of wire is allowed.
- iii.) Any damage occurring during installation of the trace wire must be immediately repaired by removing the damaged wire and installing a new section of wire with approved connectors. Taping and/or spray coating shall not be allowed.
- iv.) Trace wire shall be installed at the bottom half of the pipe and secured (taped/tied) at 5' intervals.
- v.) Trace wire must be properly grounded as specified.
- vi.) Trace wire on all service laterals/stubs must terminate at an approved trace wire access box located directly above the utility, at the edge of the road right-of-way, but out of the roadway. (See Trace wire Termination/Access)
- vii.) At all mainline dead-ends, trace wire shall go to ground using an approved connection to a drive-in magnesium grounding anode rod, buried at the same depth as the trace wire. (See Grounding)
- viii.) Mainline trace wire shall not be connected to existing conductive pipes. Treat as a mainline dead-end, ground using an approved waterproof connection to a grounding anode buried at the same depth as the trace wire.
- ix.) All service lateral trace wires shall be a single wire, connected to the mainline trace wire using a mainline to lateral lug connector, installed without cutting/splicing the mainline trace wire.
- x.) In occurrences where an existing trace wire is encountered on an existing utility that is being extended or tied into, the new trace wire and existing trace wire shall be connected using approved splice connectors and shall be properly grounded at the splice location as specified.

2. Water System

- i.) A mainline trace wire must be installed, with all service lateral trace wires properly connected to the mainline trace wire, to ensure full tracing/locating capabilities from a single connection point.
- ii.) Lay mainline trace wire continuously, by-passing around the outside of valves and fittings on the North or East side.
- iii.) Trace wire on all water service laterals must terminate at an approved trace wire access box color coded blue and located directly above the service lateral at the edge of road right of way.
- iv.) Above-ground tracer wire access boxes will be installed on all fire hydrants.
- v.) All conductive and non-conductive service lines shall include tracer wire.

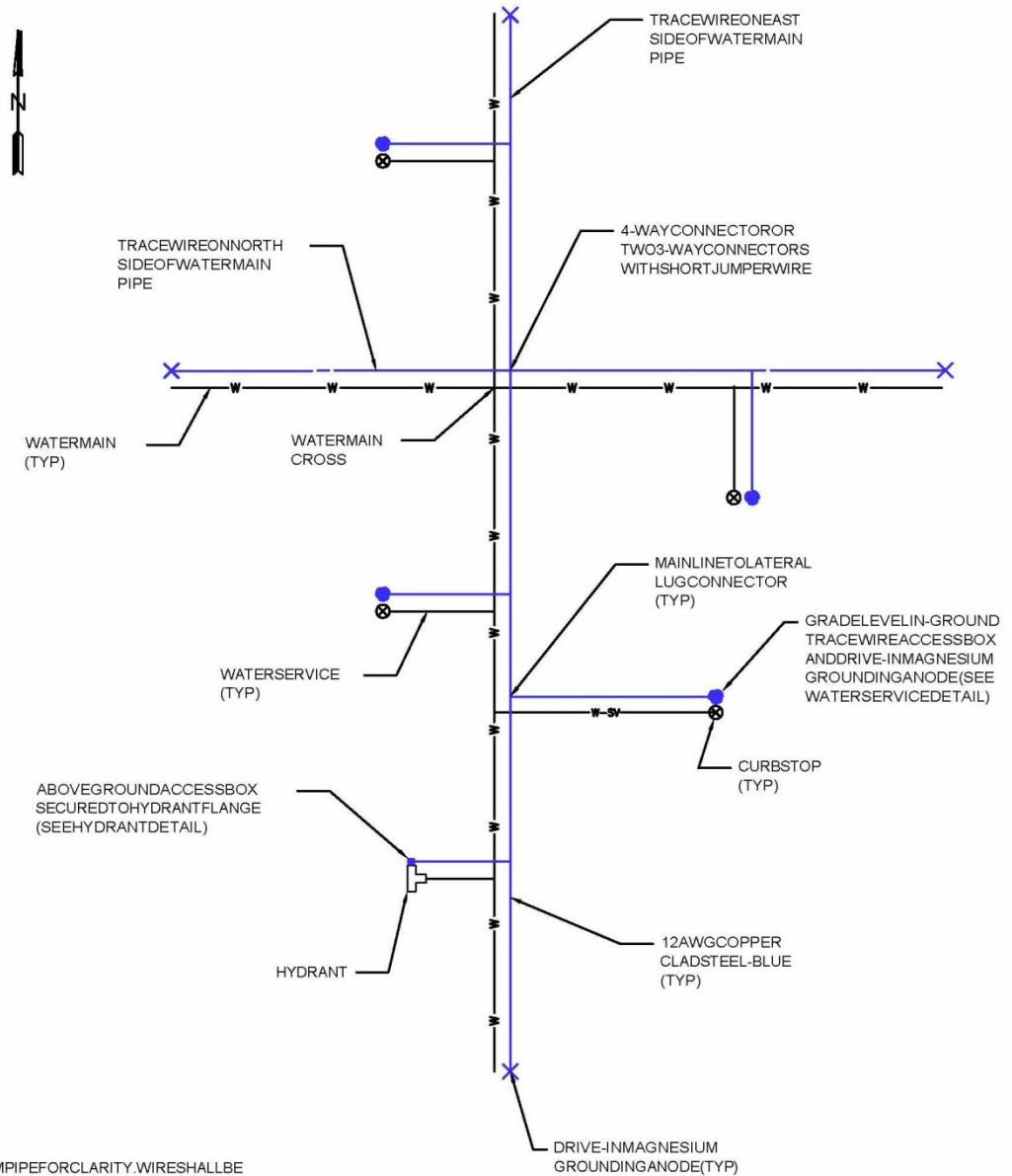
c. Prohibited Products and Methods

- 1. The following products and methods shall not be allowed or acceptable
 - i.) Uninsulated trace wire
 - ii.) Trace wire insulations other than HDPE
 - iii.) Trace wires not domestically manufactured
 - iv.) Non-locking, friction fit, twist on or taped connectors
 - v.) Brass or copper ground rods
 - vi.) Wire connections utilizing taping or spray-on waterproofing
 - vii.) Looped wire or continuous wire installations, that has multiple wires laid side-by-side or in close proximity to one another
 - viii.) Trace wire wrapped around the corresponding utility
 - ix.) Brass fittings with trace wire connection lugs
 - x.) Wire terminations within the roadway, i.e. in valve boxes, cleanouts, manholes, etc.
 - xi.) Connecting trace wire to existing conductive utilities

d. Testing

- 1. All new trace wire installations shall be located using typical low frequency (512Hz) line tracing equipment, witnessed by the contractor, engineer and facility owner as applicable, prior to acceptance of ownership.

2. This verification shall be performed upon completion of rough grading and again prior to final acceptance of the project.
3. Continuity testing in lieu of actual line tracing shall not be accepted.

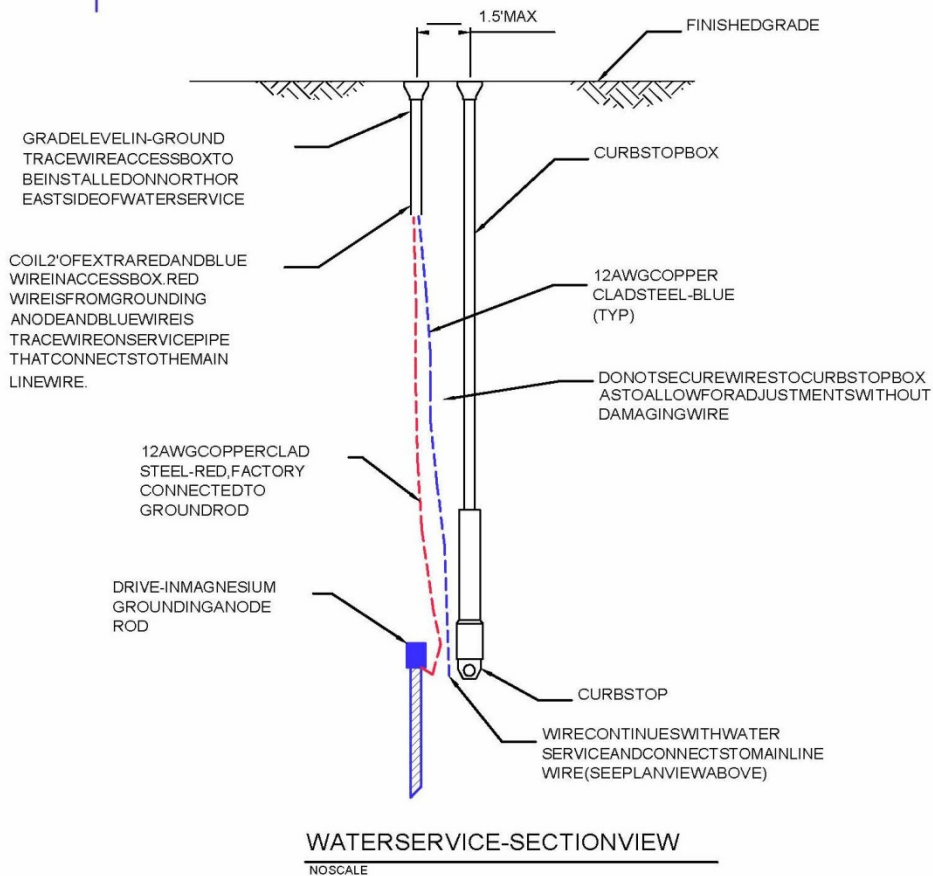
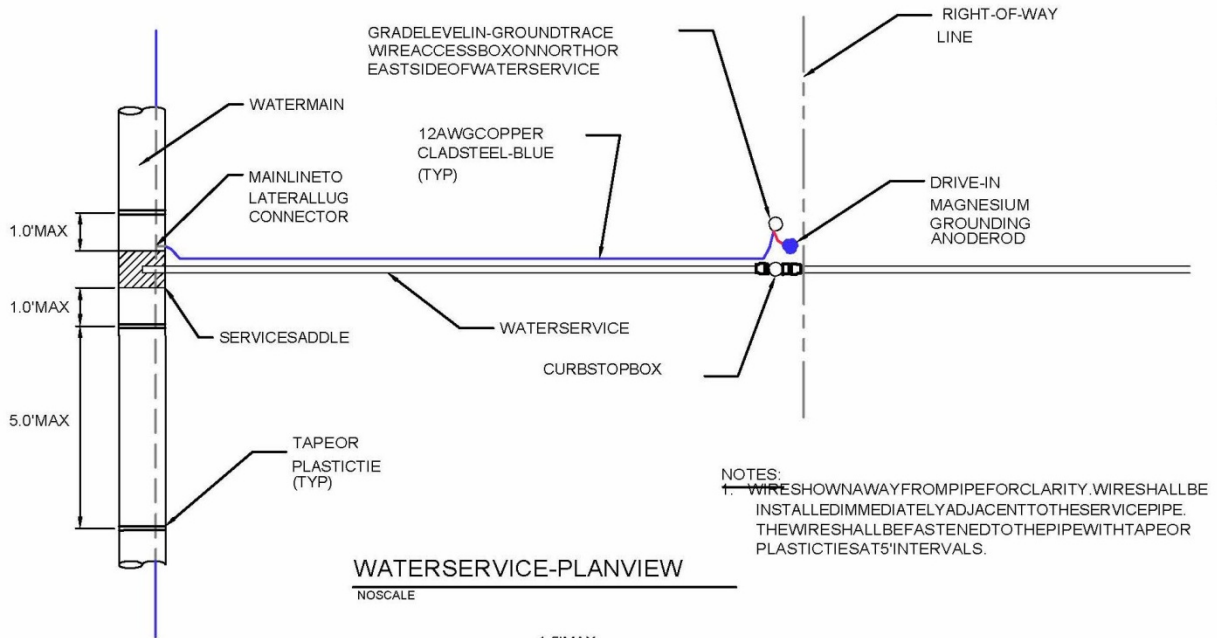


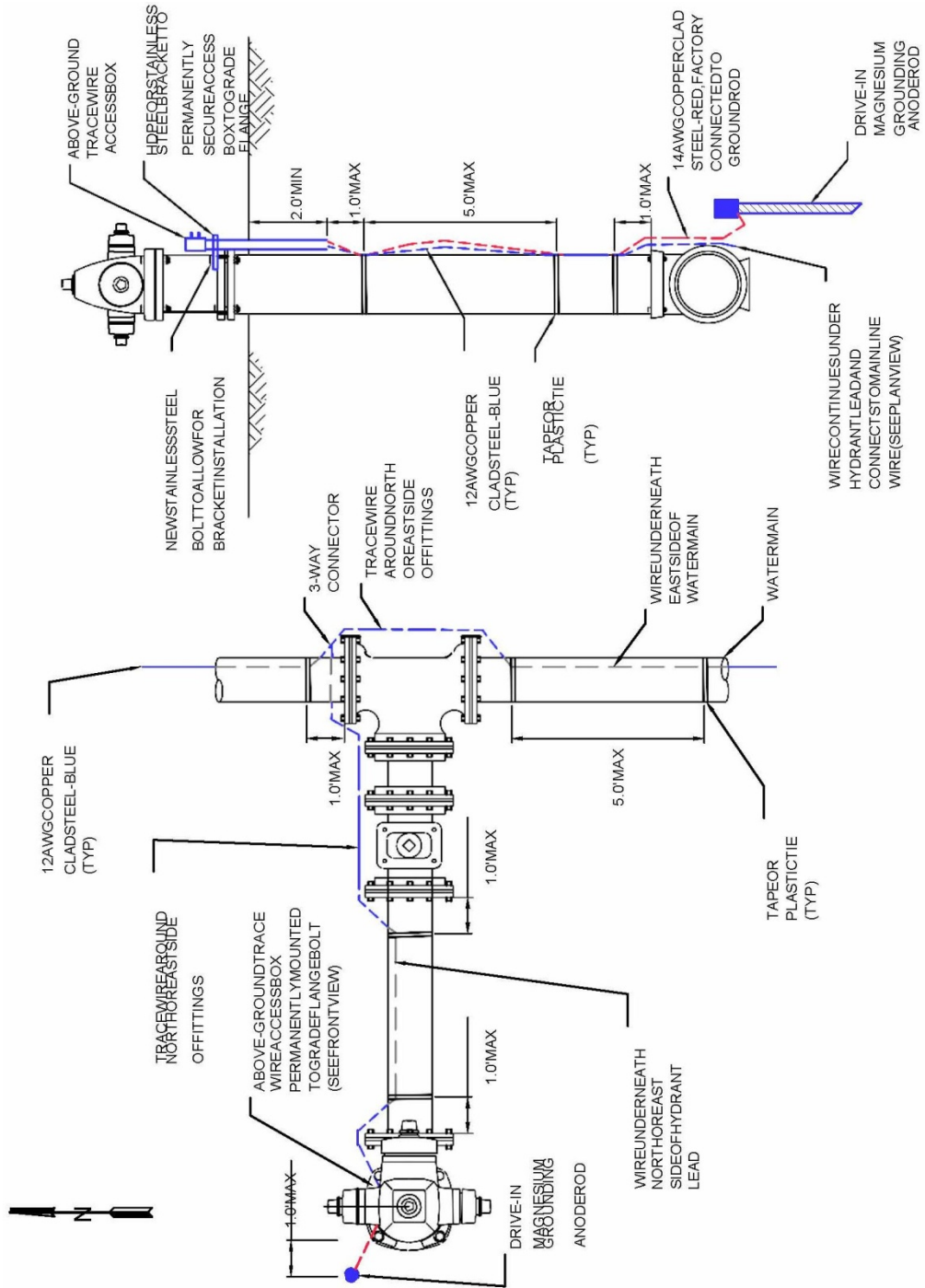
NOTES:

1. WIRE SHOWN AWAY FROM PIPE FOR CLARITY. WIRE SHALL BE INSTALLED ON THE BOTTOM SIDE OF THE PIPE BELOW THE SPRING LINE. THE WIRE SHALL BE FASTENED TO THE PIPE WITH TAPE OR PLASTIC TIES AT 5' INTERVALS.

TRACE WIRE PLAN (WATER)

NOSCALE





HYDRANT-SECTION VIEW
NO SCALE

HYDRANT-PLAN VIEW
NO SCALE

RESTORATION of ROADS, DRIVEWAYS, FENCES, LAWNS, and OTHER GRASSED AREAS

- 1) **GENERAL:** The work under this item of work shall consist of furnishing all necessary materials, labor, supervision, tools, equipment and incidentals for the restoration of roads, driveways, fences, lawns and other grassed areas so as to provide satisfactory repair to all damage caused by general construction work. It is the intent of these Specifications to restore all such features to the general conditions that existed prior to construction activity insofar as practical. It is not the intention of this Specification that trees, which must be cut and removed, be restored. The Contractor is expected to be familiar with the overall area and be satisfied as to the materials required and level of effort needed to accomplish such restoration in accordance with this Specification.

- 2) **APPLICABLE PUBLICATIONS:** The following publications form a part of this specification and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work:
 - a) **AMERICAN ASSOCIATION of STATE HIGHWAY and TRANSPORTATION OFFICIALS (AASHTO):**
 - i) T 99 The Moisture Density Relations of Soils Using a 5.5lb. (2.5 kg) Rammer and a 12-inch (305 mm) Drop
 - ii) T 167 Compressive Strength of Bituminous Mixture
 - iii) T 191 Density of Soil In-Place by the Sand-Cone Method
 - iv) T 230 Determining Degree of Pavement Compaction of Bituminous Aggregate Mixtures
 - b) **AMERICAN SOCIETY for TESTING and MATERIALS (ASTM)**
 - i) D 2922 Density of Soil and Soil Aggregate in Place by the Nuclear Method (shallow depths)
 - c) **MISSISSIPPI DEPARTMENT of TRANSPORTATION (MDOT)**
 - i) Standard Specifications for Road and Bridge Construction, 2004 Edition
 - ii) Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

3) **SUBMITTALS:** **Mix Designs:** Design mix will be provided by Contractor and approved by Engineer prior to production of asphalt.

4) **MATERIALS**

a) 4.1 **Subbase and Base Courses:** Subbase and base courses under paved areas shall be as specified in MSHD Specification, Section 300.

b) 4.2 **Prime Coat:** Prime coat shall consist of Grade MC-30 or Grade MS-70 in accordance with the applicable requirements of MDOT Specification Section 408.

c) **Bituminous Pavement:** Bituminous Pavement for roadway and parking areas, wearing and binder courses shall consist of a mix in accordance with MDOT Specifications Section 403.

d) Materials shall conform to the following subsection of MDOT, Specifications Sections 702 and 703.

i) Bituminous Materials (AC-20) 702.01

ii) Aggregate

iii) BC-1 Binder Course

iv) SC-1 for Surface Course

v) Filler 703.14

vi) **Topsoil:** Topsoil shall be in accordance with Technical Specifications - SEEDING and SODDING.

vii) **Seeding and Sodding:** Seeding and sodding operations shall be in accordance with Technical Specifications - "SEEDING and SODDING."

5) **CONSTRUCTION**

a) **Maintenance of Traffic**

i) Prior to limiting or restricting traffic on any street or road, the Contractor shall obtain permission from the City of Hattiesburg. Through or local traffic shall at all times be accommodated by the use of temporary approaches, crossings or detours (if allowed by the City of Hattiesburg). Satisfactory (to the Property Owner) ingress and egress to any public or private property shall be properly maintained. Proper barricades, signs and detour signs shall be

provided by the Contractor to adequately warn motorists of obstructions ahead. Lighted (flashing) barricades shall be used at night.

- ii) Flagmen shall be provided to direct traffic around equipment and for one way movement of traffic around equipment and for one way movement of vehicles. The Contractor may have to stop construction and restore full traffic during certain rush hours.
- iii) The Contractor shall at all times (unless otherwise permitted in writing by the City of Hattiesburg) maintain open one lane to traffic during construction operations and restore roadways to two-way traffic during non-construction hours.

b) Repair of Asphalt; Concrete Streets; Driveways; Parking Lots

i) Removal and Earthwork:

(1) The existing asphalt pavement shall be uniformly saw cut on straight lines and the material shall be removed. Other methods of cutting the existing asphalt surface which will result in a uniform straightedge similar to a sawed cut may be acceptable. Upon completion of the pipe laying, select backfill shall be placed in the excavation in maximum 8-inch lifts and compacted to at least 90% of maximum laboratory density to within one foot of the top subgrade and to 95% of maximum laboratory density in the upper one foot of the subgrade.

(2) Maximum density of typical select backfill material shall be determined in accordance with AASHTO T 191 or ASTM D 2922. Portable mechanical tampers or vibratory compactors shall be used in the trenches. Rollers may be used at street level. Existing base and asphalt surfaces which become undermined during construction shall be removed until firm undisturbed subgrade is reached.

c) Asphaltic Base: Asphaltic base shall be constructed in accordance with MSHD Specification, Section 300.

- i) Prime Coat: Prime coat shall be applied to exposed existing base material prior to overlay with asphaltic base course in accordance with MSHD Specification, Section 408.
- ii) Tack Coat: Tack coat shall be applied to existing or new asphaltic wearing course and asphaltic base, or concrete which is to require asphalt wearing course.

iii) Asphalt Wearing Course: Placement and compaction of the bituminous

pavement shall be in accordance with MSHD Specification Section 403.03.

iv) Utilities: All utility covers excavated during removal of streets, driveways, parking lots shall be restored to finished grade.

d) Driveways and Sidewalks:

i) Driveways and sidewalks shall be repaired in similar manner to the original construction. Asphalt drives shall be saw cut where required and repaired in accordance with Paragraph 6(b) of this Specification. Concrete drives shall be saw cut or removed to the next joint. The minimum thickness for concrete driveway repair is 6 inches and for sidewalks is four (4) inches.

ii) Concrete surfaces shall be properly tooled and receive a broom finish. Installation (if required) of new driveway drainage culvert shall be made only at the direction of the Engineer. The Contractor shall take all reasonable precautions to allow for reuse of existing drainage culverts.

e) Repair to Gravel Roads: Gravel roads shall be backfilled and compacted in accordance with Paragraph 6(b) of this Specification. The final surface shall consist of 12-inch in-place compacted clay gravel. Compaction shall be to 100% of maximum laboratory density in accordance with AASHTOT 99.

f) Repair to Lawns:

i) General: The Contractor shall exercise extreme care to minimize damage to improved lawns. Trees and shrubs within the limits of work shall be removed only for essential construction requirements. Any shrubs, which are removed or damaged, shall be replaced by satisfactory (to the Property Owner) planting by the contractor. Any grass seed areas, roads, streets, driveways, culverts, fences, water lines, metal boxes or other items (excluding trees unavoidably cut) which are damaged by the Contractor, shall be satisfactorily restored by Contractor. Acceptance of improved lawn repairs shall be based on the firm establishment of live stand of grasses and live growth of any replanted and acceptable shrubs. The Contractor shall water and fertilize such areas until healthy growth of grass (and shrubs, if applicable) are attained

ii) Grading: The surface areas shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse effects to adjoining properties.

iii) Topsoil: The Contractor shall strip topsoil and sod and stockpile for later use. Upon completion of trenching over the area. Additional topsoil

shall be furnished if required (at no additional cost) to provide a uniform thickness of 3 inches. Lime at a rate of 1 - 1/2 tons per acre and fertilizer (13-13-13) at a rate of 800 pounds per acre shall be applied as needed to further establish grass growth.

iv) Grassing: Grass seed, sprigs, or sod similar to the existing lawn grasses shall be planted in accordance with the supplier's recommendations. Winter cover grasses such as rye grass shall be applied (in addition to planting the permanent grasses) if seeding, sprigging, or sodding is done at a time of year when the permanent grasses will not actively grow. The type(s) of permanent grasses shall be the same as the grass(es) in the damaged lawns. If the lawn repairs are accomplished between September 1 and March 1, the Contractor shall continue the restoration work during the next period of March 15 and April 5 and mow the grass and continue the restoration until satisfactory growth of the permanent grass (es) is obtained. Such additional restoration work shall include the 1 - 1/2 tons of lime per acre, application of 13-13-13 fertilizer at a rate of 800 pounds per acre and replanting and watering permanent grass as necessary to obtain satisfactory (to Engineer) growth. No time will be charged against the Contract Time for any such additional restoration work.

v) Sodding: Sodding shall be in accordance with Technical Specifications - SEEDING and SODDING.

g) Erosion Control:

i) During all phases of construction, the Contractor shall adequately protect all work from adverse erosion. Soil shall not be allowed to flow off the limits of work area. The Contractor shall employ the use of ditch checks, matting, temporary grass cover, blankets, or other measures to control erosion. The Contractor shall be responsible to correct damage caused by erosion.

ii) During the construction of this project, all work areas will be strictly monitored. All trench lines will be kept in excellent condition, all streets and drives will receive careful maintenance, keeping potholes and settled areas filled in. Dust control is essential and will also be strictly monitored.

h) General Grassing of Unimproved Areas

i) General: The Contractor shall seed and establish grass growth in all disturbed areas in unimproved areas (to include pastures and roadsides). Acceptance of the grass cover shall be based upon the firm establishment of a live stand of grass. The contractor shall water such grass if natural rainfall fails to adequately provide moisture. On slope and other areas subject to erosion, grassing shall be accomplished as soon as practical (within 48 hours

unless weather is prohibiting) after finish grading operations.

- ii) Grading: The surface area shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse effects to adjoining properties.
- iii) Topsoil: The Contractor shall remove existing topsoil and stockpile for later use. Upon completion of backfilling (to establish contours as before construction), the topsoil shall be uniformly spread back over the area. The Engineer may require additional topsoil be furnished by the Contractor, if in the opinion of the Engineer, adequate provisions and efforts were not made by the Contractor to stockpile and re-use existing topsoil material.
- iv) Fertilizer and Agricultural Limestone: The Contractor shall uniformly apply 800 lbs. per acre of 13-13-13 fertilizer and also apply two (2) tons per acre of agricultural limestone to the area to be seeded. The fertilizer and limestone shall be tilled into the soil to a depth of four (4) inches.
- v) Seeding: Seed shall be uniformly sown in accordance with Technical Specification - SEEDING and SODDING.
- vi) Sodding: Sod shall be place in accordance with Technical Specification – SEEDING and SODDING.
- i) Mulch Cover: Erosion prone areas such as steep slopes and highway shoulders shall receive a layer of loose straw mulch or equivalent at the rate of one and one-half (1-1/2) tons per acre. The mulch cover shall be established by the application of emulsified asphalt or by "crimping" parts of the material into the soil.
- j) Miscellaneous Items: Items such as fences, gates, headwalls, paved ditches, and other items shall be replaced or repaired as required for restoration. Should additional fencing material be required, new post and new wire of similar size, type and gauge shall be provided and installed.
- k) General Care: Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees, which do not have to be removed in the opinion of the Engineer, and which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

6) TESTING

- a) General: All sampling and testing shall be accomplished by the testing laboratory approved by the Owner and employed by the Contractor to perform such services. Results shall be immediately forwarded to the Engineer by the Contractor.
- b) Earthwork: Earthwork directly involved with road and street repair shall be tested as follows:
 - i) Moisture Density Relationship (Standard Proctors): Two tests of sampled native material shall be required.
 - ii) Tests shall be in accordance with AASHTO T 99.
 - iii) Field Density: A minimum of two and a maximum of four field density tests shall be required. Density tests shall be in accordance with AASHTO T 191 or ASTM D 2922
 - iv) Topsoil: Two pH tests and two organic content tests (wet combustion method) will be required.

SEEDING and SODDING

- 1) **DESCRIPTION:** This item consists of furnishing all labor, supervision, materials, tools, incidentals and equipment and performing all work for topsoiling, tilling, fertilizing, seeding, watering, and otherwise establishing, protecting and maintaining seeded and sodded areas as required by the Contract Drawings and these specifications, and including repair, refertilizing and reseeding as required until final inspection and acceptance of the project.
- 2) **SUBMITTALS:** Certificates for fertilizer, limestone, seed.
- 3) **MATERIALS**
 - a) **Topsoil:** Topsoil shall be the surface layer of soil that is stockpiled by the Contractor during stripping and/or excavation on the site. The topsoil shall be free of subsoil, clay, lumps, stones, brush or seed. Topsoil shall have a pH value of not less than 4.5 or more than 8.0.
 - b) **Lime:** Lime shall be ground limestone containing not less than 80% of total carbonates and shall be ground to such fineness that 80% will pass through a No. 10 mesh sieve and 40% will pass through a No. 40 mesh sieve.
 - c) **Fertilizer:** Fertilizer shall be water soluble commercial carriers of available plant food elements or combinations thereof, as stated herein and shall conform to the applicable state fertilizer laws. They shall be uniform in composition, dry, and free flowing materials in condition for application by suitable equipment. The fertilizer shall be delivered in standard bags or other convenient standard containers, each fully labeled with manufacturer's guaranteed analysis. Any fertilizer shall contain not less than the percentages by weight of the ingredients set out as follows: (1) Nitrogen, 13% (2) Phosphorous P O, 13%, (3) Potash K C, 13%. Invoices for fertilizer will show the kind and have analysis furnished.
 - d) **Seed:** Seeds with a minimum pure live seed content of 90% shall be used. They shall be of the best grade and of known vitality, purity, and germination and shall be delivered in containers bearing seed tags as required by law showing percentages of germination content and purity of seed as well as percentages of weed seed content.
 - i) All seeds shall be free of wild onion, Canadian thistle, Johnson grass, crab grass or other seeds of noxious weeds. All seeds shall be furnished in standard containers, or as acceptable to the Engineer. Seed which has become wet, moldy or otherwise damaged in transit or storage will not be acceptable.

Purity, Germination, and Planting Schedule			
Spring and Summer Seeding (March 1 to September 1)			
Name	Percent Purity	Percent Germination	Mix (dry wt. lbs.) per Acre
Hulled Bermuda	95	90	20
Pensacola Bahia	95	90	30
TOTAL			50
Fall and Winter Seeding (September 1 to March 1)			
Name	Percent Purity	Percent Germination	Mix (dry wt. lbs.) per Acre
Unhulled Bermuda	95	90	20
Pensacola Bahia	95	90	30
Rye	95	85	15
Crimson Clover	95	85	8
TOTAL			73

- ii) Seeding in Existing Lawns: Grass seeds for existing lawns shall be the same as the existing grass.
- e) Leguminous Inoculants: Inoculation media containing live nitrogen-fixing bacteria shall be supplied with all legume seed. The inoculants shall be standard, pure culture of nitrogen-fixing bacteria. Each kind of legume will require cultural bacteria that are adapted to that particular kind of seed. The bacteria shall be supplied in convenient containers seed. The bacteria shall be supplied in convenient containers of a proper size to treat the amount of seed to be planted. The legume seeds shall be treated according to the directions, and before the expiration date for use of the media shown on the container.
- i) Soil for Repairs: for fills or areas to be repaired, soil shall be topsoil of a least equal quality to that which exists in areas adjacent to the area to be repaired.
- f) Water: Water shall be free from oil, acid, alkali, salt, and other substances harmful to growth of grass, and shall be from a source accepted prior to use.
- g) Solid Sod: Bermuda or Carpet Grass and shall be native to the locality of the work and shall, when placed be live, fresh, growing grass with at least two and one-half (2-1/2) inches of soil adhering firmly to the roots. The sod shall be reasonably free from obnoxious weeds or other grasses and shall not contain any matter deleterious to its growth; or which might affect its subsistence or

hardiness when transplanted. The sod shall be in blocks at least 3"x 8", and free from ragged edges.

4) INSPECTION AND TESTS

- a) Fertilizer and Limestones: Duplicate copies of material invoices shall be furnished to the Engineer. Invoices shall show quantities and grade of fertilizer, quantity of limestone, percentages of calcium carbonate and magnesium carbonate, as applicable, and the percentages of limestone that pass the No. 40 and the No. 10 mesh sieves. Samples of each lot of fertilizer and limestone shall be furnished for testing. Upon completion of project a final check of total quantities of fertilizer and limestone used will be made against total area treated, and if minimum rates of application have not been met, additional quantities of these materials to make up minimum application specified shall be distributed.
- b) Seed: Contractor shall furnish to the Engineer duplicate signed copies of statement(s) from vendor(s), certifying that each container of seed delivered is labeled in accordance with Federal Seed Act and is at least equal to requirements specified therein. This certification shall be obtained from vendor and shall be furnished before application.

5) PREPARATION of GROUND SURFACE

- a) General: Equipment, in good operating condition, shall be used for the proper preparation of the ground and for handling and placing all materials. Equipment shall be acceptable before work is started.
- b) Topsoiling: Topsoil shall be obtained from job site stockpiles formed during stripping and/or excavation operations and shall be free from subsoil, clay lumps, stones, brush, grasses or weeds, excess acids or alkali, or any other material to subsequent, smooth, grading, planting, and maintenance operations.
- c) Grading: Previously established grades shall be maintained on the areas to be treated in a true and even condition; necessary repairs shall be made to previously graded areas by means of graders or other approved equipment.
- d) Tillage: After the areas required to be treated have been brought to the grades shown, the soil shall be tilled to a depth of at least 4 inches by plowing, disking, harrowing, or other acceptable operations until the condition of the soil is acceptable. The work shall be performed only during period when beneficial results are likely to be obtained. When drought, excessive moisture, or other unsatisfactory conditions prevail, the work shall be stopped when directed. Undulations or irregularities in the surface shall be leveled before the next specified operation.

6) APPLICATION of FERTILIZER and LIMESTONE

- a) Preplanting fertilization of areas to be seeded: Fertilizer shall be distributed uniformly at a rate of 800 pounds per acre over areas to be seeded and shall be mixed into the soil to a depth of at least 4 inches by disking, harrowing, or other acceptable methods. Application of fertilizer may be part of the operation specified in Section 5.4: TILLAGE of these specifications.
- b) Liming: Immediately following or simultaneously with incorporation of fertilizer, limestone shall be distributed uniformly at a rate of 4000 pounds per acre, and shall be mixed into the soil to a depth of at least 4 inches by disking, harrowing, or other acceptable methods. Application of limestone along with fertilizer may be part of the operation specified in Section 5.4: TILLAGE of these specifications.
- c) Leveling: Surface irregularities resulting from tillage, fertilizing, liming, or other operations shall be leveled before seeding.
- d) Postplanting fertilization: From 40 to 60 days after seeding, ammonium nitrate or its nitrogen equivalent shall be applied uniformly at a rate of 225 pounds per acre over areas seeded. Fertilizer shall be applied when grass blades are dry to minimize burning. The planted area shall be watered to thoroughly moisten the upper 6 inches of the soil surface after the fertilizer is applied.

7) PLANTING SEED

- a) General: A satisfactory method of sowing shall be employed; using approved mechanical power-drawn drills or seeders, or other approved methods. When drills are used, markers or other means shall be provided to ensure that the successive seeded strips will overlap or be separated by a space no greater than 6 inches. When delays in operations extend the work beyond the most favorable planting season for species designated or when conditions are such by reason of drought, high winds, excessive moisture, or other factors that satisfactory results are not likely to be obtained, work shall be halted as directed and resumed only when conditions are favorable or when approved alternate or corrective measure and procedures have been affected. If inspection during or after seeding operations indicates that strips wider than 6 inches have been left unplanted or other areas skipped, additional seed shall be sown.
- b) Broadcast Seeding: Seeding shall be broadcast either by hand or with acceptable seeding equipment, in combination with fertilizer, or with other acceptable sowing equipment. Seed shall be distributed uniformly over designated areas. Half of the seed shall be sown with sower moving at right angles to first sowing. Seed shall be covered to an average depth of 1/4 inches by brush harrow, spiketooth harrow, chain harrow, cultipacker, hand rake with wood tines, or another approved device. Seed shall not be broadcast during windy weather.

- c) Drill Seeding: Drill seeding shall be accomplished with approved equipment with drills set not more than 6 inches apart. Seed shall be sown uniformly over designated areas to average depth of 1/4 inch.
 - d) Sodding: All solid sod shall be procured areas where the soil is fertile and contains a high percentage of loamy topsoil, and from areas that have been grazed or mowed sufficiently to form a dense turf.
 - e) Mechanical devices, such as sod cutter, may be used for cutting the sod into strips or blocks. Care shall be exercised at all times to retain the native soil on the roots of the sod during the process of excavating, hauling and planting.
 - f) The solid sod blocks shall be transplanted within 24 hours from the time of cutting, unless they are stacked at their destination in a manner satisfactory to the Engineer. All solid sod in stacks shall be kept moist and protected from exposure to the air and sun, and from freezing. In no event shall more than two (2) days elapse between the cutting and planting of the solid sod.
 - g) Solid sod shall be planted during the period between March 1st and December 15th, unless written permission is given by the Engineer to extend the planting season. The solid sod shall be placed on the prepared surface with the edges in close contact. All cracks between blocks of solid sod shall be closed with small pieces of fresh sod and all cracks too small for sod shall be filled by a light dressing of topsoil. The entire sodded area shall then be compacted and watered to the satisfaction of the Engineer. Rollers, hand tamps or other approved equipment may be used for compacting.
 - h) Surfaces of solid sodding which, in the opinion of the Engineer, may slide due to the height and slope of the surface or nature of the soil, shall, upon direction of the Engineer, be "pegged" with wooden pegs driven through the sod blocks into firm earth, sufficiently close to hold the sod in place.
- 8) **MAINTENANCE**: Seeded areas shall be maintained until all work or designated portions thereof have been completed and accepted. Tall grass and weeds that tend to impede the desired grass species shall be mowed, and any damage resulting from these operations shall be repaired at the Contractor's expense.
- 9) **ESTABLISHMENT of GROWTH**
- a) General: The Contractor shall be responsible for proper care of seeded areas while grass is becoming established for three (3) months after completion of treatment on the entire project, unless desired cover is established in a shorter period of time and the Owner shortens responsibility period. The Contractor shall be responsible for providing a satisfactory stand of grass. A satisfactory stand of

grass is determined as a cover of living grass in which gaps larger than 12 inches square do not occur as determined by an acceptance inspection made at the end of the maintenance period. Maintenance work shall be performed at the Contractor's expense.

- b) Mowing: Seeded and sodded areas shall be mowed with acceptable mowing equipment to a height of about 4 inches when average height of grass becomes about 8 inches. When amount of cut grass is heavy, grass shall be removed to prevent destruction of underlying turf. If weeds or other undesirable vegetation threatens to impede the growth of planted species, such vegetation shall be mowed, or in case of excessive growth, shall be uprooted, raked and removed from area.
- c) Re-fertilizing: The Contractor will determine areas needing re-fertilization at least 15 days before application is required. Fertilization shall be distributed on designated area during periods when grass is dry. 13-13-13 grade fertilizer shall be applied uniformly at a rate of 800 pounds per acre. Fertilizer conforming to physical condition, packaging and marking as specified hereinbefore shall be provided.
- d) Reseeding: The Contractor will determine areas requiring reseeding at least 15 days before period specified for reseeding. Seed specified hereinbefore shall be drilled at rates hereinbefore specified, in a manner that will cause minimum disturbance to existing stand of grass, and at an angle of not less than 15 degrees from direction of previously seeded rows.

FIRE HYDRANT

- 1) **GENERAL:** Fire hydrants shall comply in all respects with AWWA Standard C-502, latest revision. Fire hydrants shall be of the compression type, with the main valve opening against the pressure and closing with the pressure. The main valve opening shall be 5 ¼" in diameter. Fire Hydrant shall be of a dry barrel, dry top design. The nozzle section shall consist of two (2) hose nozzles and one (1) pumper nozzle or other as specified.
- 2) **RATING:** Fire hydrants shall be rated at 250 psi water working pressure, tested at 500 pounds hydrostatic for structural soundness in the following manner: 500 pound hydrostatic test supplied from the inlet side, first with the main valve closed for the testing of the valve seat: second, with the main valve open for testing of the drain valves and the hydrant barrel. Testing to be complete in accordance with AWWA C-502 and ULFM requirements.
- 3) **END CONFIGURATION:** Hydrants shall be connected to the main by a 6" fusion bonded, epoxy coated mechanical joint shoe. Mechanical joint shoes shall be fitted with strapping lugs.
- 4) **DESIGN**
 - a) The main valve seat of the hydrant shall be made of rubber and be supported by a one-piece bronze top plate / drain valve mechanism. Drain valves shall be faced with rubber. The bottom stem threads of the main valve rod shall be fitted with an epoxy coated, cast iron bottom plate, sealing lower rod threads from the water.
 - b) Changes in size or shape of the waterway (hydrant nozzles) shall be accomplished by means of easy curves. Exclusive of the main valve opening, the net area of the waterway of the barrel and the foot piece at the smallest part shall not be less than 120% of that of the net opening of the main valve.
 - c) Hose and pumper nozzles shall be threaded and screwed into the nozzle section and then mechanically locked to prevent turning.
 - d) Hose and pumper caps shall be chained to the hydrant
 - e) The hydrant shall be so designed that when it is in place, no excavation will be required to remove the main valve and movable parts of the drain valve. Further, the hydrant shall be of the type that can be extended without excavating.
 - f) Hydrants shall be so designed that, in the event of accident, or breaking of the hydrant above or near grade level; the main valve will remain closed.
 - g) The main valve rod shall be made in two parts and fitted with breakable coupling at

the ground line flange.

- h) The ground line connection between nozzle section and the barrel shall incorporate the use of a traffic flange. This connection shall be so designed that the nozzle section can be rotated in any increment of 360°. The ground line connection between the barrel and nozzle sections shall have a rubber o-ring gasket to provide a seal.
- i) The operating threads of the hydrant shall be so designed as to avoid the working of any iron or steel parts against either iron or steel. The operating stem and operating nut threads shall be square or acme type.
- j) The operating thread shall be lubricated at factory with food grade grease. Access shall be provided to field lubricate the operating mechanism.
- k) The operating thread shall be sealed from water at all times when the valve is either in the opened or closed position. The operating rod shall be bronze sheathed where it passes through the double "O" ring seal in the bonnet.
- l) The bonnet shall be weather proof and utilize a weather shield integral with the external wrench operating nut.
- m) The operating nut shall be made of bronze with a self-lubricating design.
- n) Hydrants shall be of the dry barrel type and the hydrant shoe shall have two positive acting non-corrosive drain valves that shall drain the hydrant completely by opening when the main valve is closed, and close tightly in accordance with AWWA C-502 requirements when main valve is open.
- o) The main valve assembly shall be seated in the hydrant with a bronze-to-bronze interface to facilitate removal of the main valve, should maintenance be required. The nozzle section shall consist of two-2 1/2" hose nozzles to the specified thread designation (NST) and one pumper nozzle 4 1/2" in diameter to the specified thread designation (NST), or other combination of nozzle outlets, including independent hose gate valves, as shown on the plans.
- p) Two O-ring seals shall be utilized where the main hydrant rod passes through the 1 piece bonnet.
- q) Hydrant standpipe shall be ductile iron and single piece for all bury depths.
- r) All like parts of hydrants of the same size and model produced by the same manufacturer shall be interchangeable.
- s) Hydrant shall open by turning to the left. The direction of opening is to be permanently marked on the hydrant bonnet.

- t) Threads on hose and steamer nozzles shall be National Standard unless otherwise specified.
- u) Size and shape of operating nuts cap nuts shall conform to National Standard unless otherwise specified.
- v) Bury shall be a minimum of three (3) feet measuring depth from grade line to bottom of trench or connecting pipe.
- w) Auxiliary shut-off (isolation) gate valves, when required, shall be of the same manufacture as the hydrant.

5) COATING

- a) The inside of all hydrants shall be coated in accordance with AWWA standards except for bronze and threaded machined surfaces. Exterior on hydrant nozzle section shall be painted Fire Hydrant Red (or other as shown on the plans).
- b) Hydrant shoes shall have an interior and exterior thermosetting epoxy coating of 5 to 6 mils meeting AWWA C550.

6) **MARKINGS:** Hydrant shall be marked with the name of the manufacturer, size of valve opening, direction of opening and the year of manufacture all in accordance with the AWWA C-502.

SOURCE: Hydrants shall be M&H Model 129, Mueller Super Centurion 250, or the American Flow Control.

ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the **City of Hattiesburg**, MISSISSIPPI, will receive sealed bids until **10:00 A.M.** on **November 14, 2019** in the City Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS 39401, and then at said location opened and read aloud for furnishing the City's requirements for the following:

**COUNTRY CLUB ROAD
WATER UPGRADES
HATTIESBURG, MISSISSIPPI**

Official bid documents can be downloaded from www.sd-wprojects.com. Electronic bids can be submitted at www.sd-wprojects.com. For any questions relating to the electronic bidding process, please call Plan House at 662-407-0193. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received sealed and marked EXACTLY as follows:

**BID:
COUNTRY CLUB ROAD
WATER UPGRADES
HATTIESBURG, MISSISSIPPI**

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the ____ day of ____, 2019.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on October 16, 2019 and October 23, 2019
City of Hattiesburg
Return PROOF to SDW, Inc.
301 Second Avenue
Hattiesburg, MS 39401

PUBLIC UTILITIES

CABLE
COMCAST
2100 LINCOLN ROAD
HATTIESBURG, MS 39402
(601) 264-1188

POWER
MISSISSIPPI POWER, CO.
6356 U.S. HIGHWAY 49
HATTIESBURG, MS 39401
(601) 544-6511

TELEPHONE
AT&T
P.O. BOX 1191
HATTIESBURG, MS 39401
(601) 545-6424

WATER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES STREET
HATTIESBURG, MS 39403
(601) 545-4530

GAS
SPIRE INC.
315 MAIN STREET
HATTIESBURG, MS 39401
(601) 544-6001

TELEPAK DBA CSPIRE FIBER
1018 HIGHLAND COLONY PKWY
SUITE 420
RIDGELAND, MS 39157

SEWER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES STREET
HATTIESBURG, MS 39403
(601) 545-4530

CONSTRUCTION PLANS

FOR

COUNTRY CLUB ROAD

WATER UPGRADES

FOR THE

CITY OF HATTIESBURG

FORREST COUNTY

MISSISSIPPI



Know what's below.
Call before you dig.

SPECIAL UTILITY NOTES:

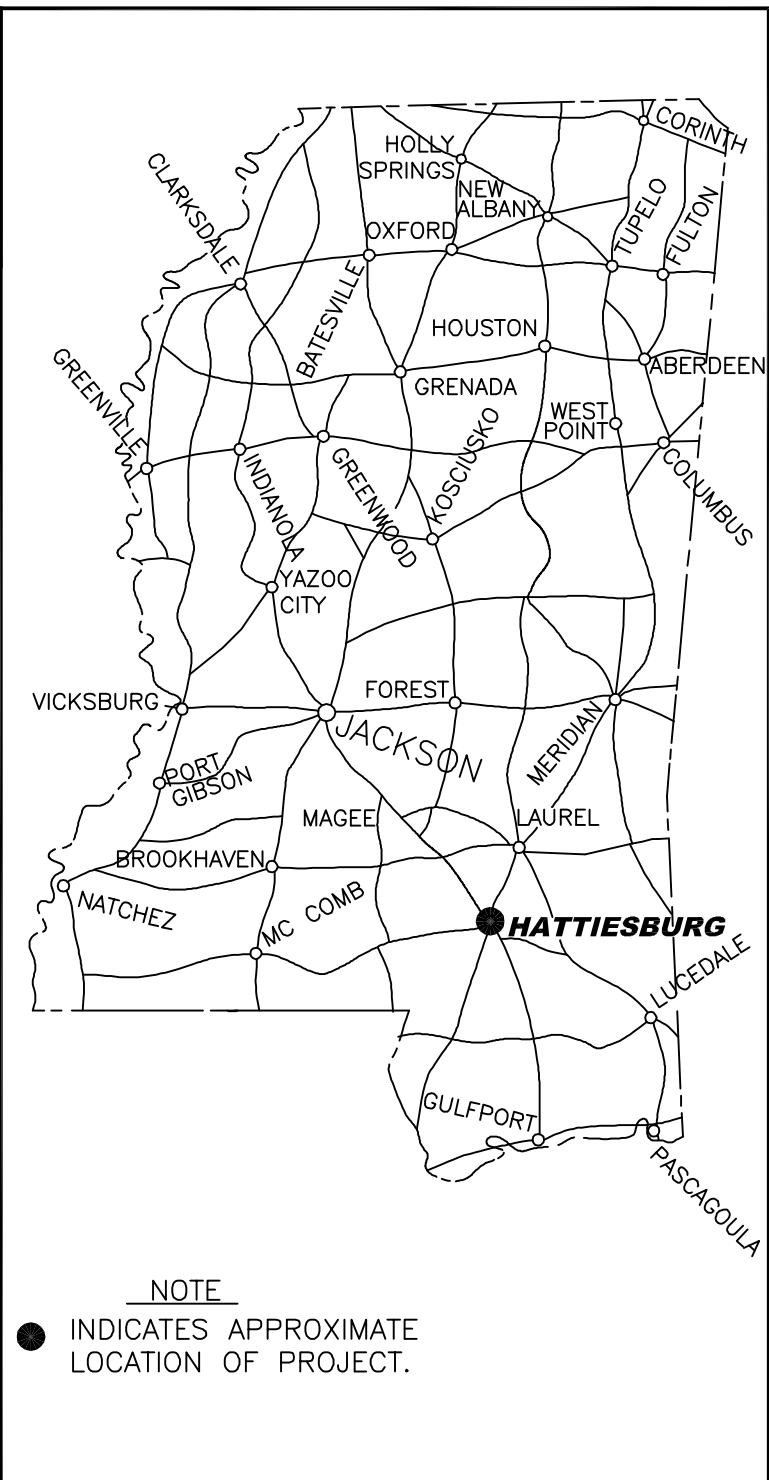
- UTILITY LOCATION REQUESTS WERE SUBMITTED TO MISSISSIPPI 811 (FORMERLY MISSISSIPPI ONE CALL) DURING THE FIELD DATA COLLECTION PHASE FOR THE DESIGN OF THIS PROJECT. ALL UTILITIES THAT LOCATED DURING THE FIELD DATA COLLECTION ARE SHOWN ON THESE PLANS. ALL CONFLICTS WITH EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION SHALL BE COORDINATED WITH THE UTILITY OWNER, THE ENGINEER AND THE PROJECT OWNER PRIOR TO INSTALLATION OF THE PROPOSED WATER SYSTEM. (NO SEPARATE PAY FOR COORDINATION)
- THE CONTRACTOR SHALL DOCUMENT THE EXISTENCE OF ANY MISSING AND/OR OVERLAPPING UNDERGROUND UTILITIES AND STORM DRAINAGE NOT SHOWN ON THESE CONSTRUCTION DRAWINGS.

MISSISSIPPI 811 TICKETS	
TICKET No.	DESCRIPTION
19072511560815	COUNTRY CLUB ROAD
19081510050573	MEMORIAL DRIVE
19081511290955	EASTSIDE AVENUE
19081510570808	BARRY STREET
19081511410988	EASTSIDE AVENUE
19081511310959	SCOوبا STREET
19081511390982	FLORENCE STREET
19081511521039	TOWNSEND STREET

GEODETTIC REFERENCE (NAD83) FOR THE APPROXIMATE MIDDLE OF THE PROJECT:

LATITUDE: N 31°18'28.7"

LONGITUDE: W 89°25'25.2"



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8	COLEMAN AVENUE & BAXTER STREET
9	AMOS STREET & GRAHAM AVENUE
10	EASTSIDE AVENUE & BARRY STREET
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MAYOR

Toby Barker

COUNCIL PERSONS

Carter Carroll, President

Mary Dryden, Vice President

Jeffery George

Deborah Denard Delgado

Nicholas Brown

DIRECTOR OF ENGINEERING

Lamar Rutland, PE

PREPARED BY:

sdw

Engineering Progress



Sheet No. 1

Drawing No.: 11288



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VICINITY MAP

COUNTRY CLUB ROAD WATER UPGRADES
CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI



Engineering Progress

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com

Drawn by: LLS

Checked by: KDW

Date: SEPTEMBER

Scale: 1" = 20'

Drawing No. : 11388

Sheet No. 2

ABBREVIATION LEGEND:

APPURT	- APPURTENANCES
ASPLT	- ASPHALT
BLDG	- BUILDING
CONC	- CONCRETE
CON	- CONNECTION
CMP	- CORRUGATED METAL PIPE
CPP	- CORRUGATED PLASTIC PIPE
DRV	- DRIVE
DI	- DUCTILE IRON PIPE
EXIST	- EXISTING
NIC	- NOT IN CONTRACT
ℙ	- PROPERTY LINE
RCAP	- REINFORCED CONCRETE ARCHED PIPE
RCP	- REINFORCED CONCRETE PIPE
REQ'D	- REQUIRED
ROW	- RIGHT OF WAY
TYP	- TYPICAL
W/	- WITH

SYMBOL LEGEND:

	- BUSH
	- CREPE MYRTLE
	- FENCE
	- FIBER OPTIC INDICATOR POST
	- FIBER OPTIC PULL BOX
	- FIBER OPTIC PEDESTAL
	- FIRE HYDRANT
	- GAS INDICATOR POST
	- GAS LINE
	- GAS VALVE
	- LIGHT ON POLE
	- MAIL BOX
	- OVERHEAD POWER LINE
	- POLE GUY WIRE
	- PROPERTY LINE
	- POWER PULL BOX
	- SAN SWR CLEAN-OUT
	- SAN SWR LINE
	- SAN SWR MANHOLE
	- SAN SWR PUMP STATION
	- SIGN
	- SUBDIVISION LOT LINES
	- TELEPHONE PEDESTAL
	- TREE LINE
	- OVERHEAD TELEPHONE LINE
	- UTILITY POLE
	- WATER LINE
	- WATER METER
	- WATER VALVE

NOTE

ALL ITEMS SHOWN HERE ARE EXISTING ON THE GROUND OR UNDERGROUND.

GENERAL NOTES

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL CODES.
- THE CONTRACTOR SHALL KEEP A SET OF BLUE LINE PRINTS OF THE PROJECT ON THE JOB SITE SHOWING THE ACCURATE MEASUREMENTS AND ELEVATIONS OF THE "AS-BUILT" SYSTEM. THIS DATA SHALL BE COLLECTED AND PUT ON THE DRAWINGS DAILY. DATA SHALL INCLUDE THE LOCATION, SIZE AND TYPE OF ALL EXISTING AND INSTALLED WATER LINES, WATER VALVES, FIRE HYDRANTS AND WATER METERS. FINAL COMPLETION OF THE PROJECT SHALL BE DEPENDANT ON THE SUBMISSION AND APPROVAL OF SAID AS BUILT PLANS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING THE ENTIRE PROJECT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CITY OF HATTIESBURG AND/OR FORREST COUNTY FEES AND PERMITS ASSOCIATED WITH CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING AND THE LOCATION OF THE PROJECT. CONTROL COORDINATE SYSTEM AND ELEVATION CONTROL ARE SHOWN ON THE PLAN SHEETS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN SUB-SURFACE SOIL INVESTIGATIONS.
- THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES WITHIN THE WORK AREA.
- ALL UNDERGROUND UTILITIES, FOR THE ENTIRE PROJECT, SHALL BE LOCATED BY THE CONTRACTOR AND UTILITY OWNERS PRIOR TO THE CONSTRUCTION OF THE PROJECT. ANY CONFLICTS SHALL BE COORDINATED BETWEEN CONTRACTOR, UTILITY OWNER AND ENGINEER.
- ALL CULVERT CROSS DRAINS AND SIDE DRAINS SHALL BE PROTECTED.
- PROPER MAINTENANCE OF STREETS, INCLUDING DUST CONTROL, SHALL BE STRICTLY ADHERED TO.
- MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION).
- THE CONTRACTOR SHALL PROVIDE PROPER TRAFFIC CONTROL SIGNS AND FLAGGERS TO MAINTAIN ONE LANE TRAFFIC DURING CONSTRUCTION, WHERE LANE CLOSURES ARE NEEDED, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. SEE SHEET No. 6351 FOR TYPICAL LANE CLOSURE DETAILS. ANY ROAD CLOSURES SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO IMPLEMENTATION.
- ALL DISTURBED UNPAVED AREAS SHALL BE RESTORED AS FOLLOWS:
 - GRASSED AREAS SHALL RECEIVE SOLID SOD WHICH SHALL BE FERTILIZED AND WATERED. PERMANENT ESTABLISHMENT OF GRASS GROWTH SHALL BE A REQUIREMENT BEFORE FINAL COMPLETION.
 - ALL LANDSCAPED AREAS SHALL BE RESTORED IN KIND AND SHALL INCLUDE TOP SOIL (4" DEPTH MIN), WATERING, FERTILIZER AND MULCH, IF PRESENT (IN KIND). CONTRACTOR SHALL MATCH SPECIES AND SIZE AS CLOSE AS POSSIBLE. SUBSTITUTIONS SHALL BE ALLOWED ONLY BY WRITTEN APPROVAL FROM THE ENGINEER AND COORDINATION WITH THE AFFECTED RESIDENT.
- ALL EXISTING MAILBOXES, STREET SIGNS, FENCES, AND OTHER STRUCTURES LOCATED WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED AND RESET AS DICTATED BY CONSTRUCTION ACTIVITIES. (NO SEPARATE PAY, UNLESS OTHERWISE NOTED OR DIRECTED BY THE ENGINEER). EXISTING FLOWER BEDS, GARDENS, SHRUBS, ETC. WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED AND RESET AS DICTATED BY CONSTRUCTION ACTIVITIES. (NO SEPARATE PAY, UNLESS OTHERWISE NOTED OR DIRECTED BY THE ENGINEER). ALL ITEMS (INCLUDING REMOVAL OF OBSTRUCTIONS, REMOVED AND RESET AND/OR REPLACEMENT OF STORM DRAIN STRUCTURES, ETC.) FOR WHICH NO PAY ITEM IS LISTED, SHALL BE INCLUDED IN THE COST OF THE PIPING LAYING OPERATION. (NO SEPARATE PAY).
- PAVED ROADS SHALL BE OPEN CUT REPAIRED AS DETAILED. CASING SHALL BE USED ONLY WHERE NOTED ON THE PLANS.
- ALL GRAVEL ROADS AND GRAVEL DRIVEWAYS SHALL BE OPEN CUT WITHOUT CASING, UNLESS OTHERWISE NOTED, AND REPLACED IN KIND.
- ALL PAVED DRIVEWAYS SHALL BE OPEN CUT AND REPAIRED IN KIND, UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL PROVIDE ACCESS TO ALL BUSINESSES AND RESIDENCES AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE ALL DRIVEWAY CUTS AND EXCAVATION WITH THE OWNERS OF SAID DRIVEWAYS.
- ANY DAMAGE TO PAVED ROADS OR DRIVEWAYS, WHICH ARE OUTSIDE OF THE PROJECT LIMITS, SHALL BE REPAIRED IN KIND, AT THE CONTRACTOR'S EXPENSE.
- ALL TRENCHES IN PAVED AREAS SHALL BE REPAIRED AS DETAILED. CRUSHED AGGREGATE SHALL ALSO BE INSTALLED AND USED FOR A TEMPORARY SURFACE UNTIL SUCH TIME THAT THE OWNER DECIDES TO ALLOW INSTALLATION OF PAVEMENT (SEE DETAIL). ALL CRUSHED AGGREGATE SHALL BE SIZE 610. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF EXISTING PAVEMENT PRIOR TO PLACEMENT OF PAVEMENT IN PATCHED AREAS TO MAKE A SMOOTH JOINT WITH THE EXISTING PAVEMENT. SAW CUT TO FULL DEPTH OF EXISTING PAVEMENT SHALL BE REQUIRED ON ALL PAVEMENT REPAIR, UNLESS OTHERWISE DIRECTED. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SURFACE IN AN ACCEPTABLE CONDITION UNTIL SUCH TIME AS FINAL PAVEMENT IS INSTALLED.
- ALL ROAD BORES SHALL BE IN ACCORDANCE TO THE DETAILS.
- ALL SELECT FILL MATERIAL SHALL MEET THE SPECIFICATIONS FOR CLASS 9, GROUP C AND MODIFIED FOR TO CONSIST OF A PLASTICITY INDEX (PI) BETWEEN 5 AND 15. THE SELECT FILL MATERIAL SHALL BE INSTALLED AT THE DIRECTION OF THE ENGINEER OR HIS REPRESENTATIVE.
- PRIOR TO THE BEGINNING OF ANY EXCAVATION, ALL EXISTING PAVEMENT SHALL BE SCORED OR SAW CUT TO A DEPTH SUCH THAT A STRAIGHT AND UNIFORM VERTICAL EDGE IS ESTABLISHED PRIOR TO REMOVAL OF SAID PAVEMENT FROM THE PROJECT. IF VERTICAL EDGE IS DISTURBED, THEN A SECOND CUT SHALL BE REQUIRED PRIOR TO ASPHALT OR CONCRETE PATCHING. ALL ASPHALT OR CONCRETE SHALL BE REMOVED FROM THE PROJECT SITE PRIOR TO EXCAVATION PROCEDURES. (NO SEPARATE PAY FOR SAW CUTTING, DEBRIS REMOVAL, PAVEMENT REMOVAL AND DISPOSAL)
- WORK 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. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PLACING 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 BID PRICE FOR CONTRACT ITEMS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING BRACING, SHORING OR ANY GROUND SUPPORT SYSTEM REQUIRED TO PREVENT A FAILURE FROM OCCURRING DURING EXCAVATION. ALL COST FOR ANY PROTECTIVE MEASURES, INCLUDING THE MATERIALS AND LABOR FOR DESIGNING AND CONSTRUCTING THE SUPPORT SYSTEM, SHALL BE INCLUDED IN THE BID PRICE FOR CONTRACT ITEMS.
- THE EROSION CONTROL DEVICES SHALL BE REQUIRED AS PART OF THE PROJECT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SILT DOES NOT LEAVE THE CONSTRUCTION SITE OR CONTAMINATE WATERS OF THE U.S. DURING CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN THE PLAN DURING CONSTRUCTION UNTIL PERMANENT GRASS IS ESTABLISHED OR THE DISTURBED SURFACED IS PAVED. THE ENGINEER MAY DIRECT THE CONTRACTOR TO PROVIDE ADDITIONAL EROSION CONTROL DEVICES AT NO ADDITIONAL COST TO THE PROJECT.
- THE CONTRACTOR SHALL ADHERE TO ALL MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS FOR EROSION CONTROL AND ANY OTHER PERTINENT GUIDELINES.
- THE CONTRACTOR SHALL HAVE A COMPETENT AND EXPERIENCED SUPERINTENDENT ON SITE AT ALL TIMES. THE SUPERINTENDENT SHALL NOT OPERATE EQUIPMENT WHILE ON THE PROJECT SITE. WORK ON THE PROJECT SHALL STOP IF THE ASSIGNED PROJECT SUPERINTENDENT IS NOT ON SITE.
- MATERIAL SUBMITTALS SHALL BE MADE TO THE OWNER THROUGH THE ENGINEER PRIOR TO USE FOR APPROVAL.

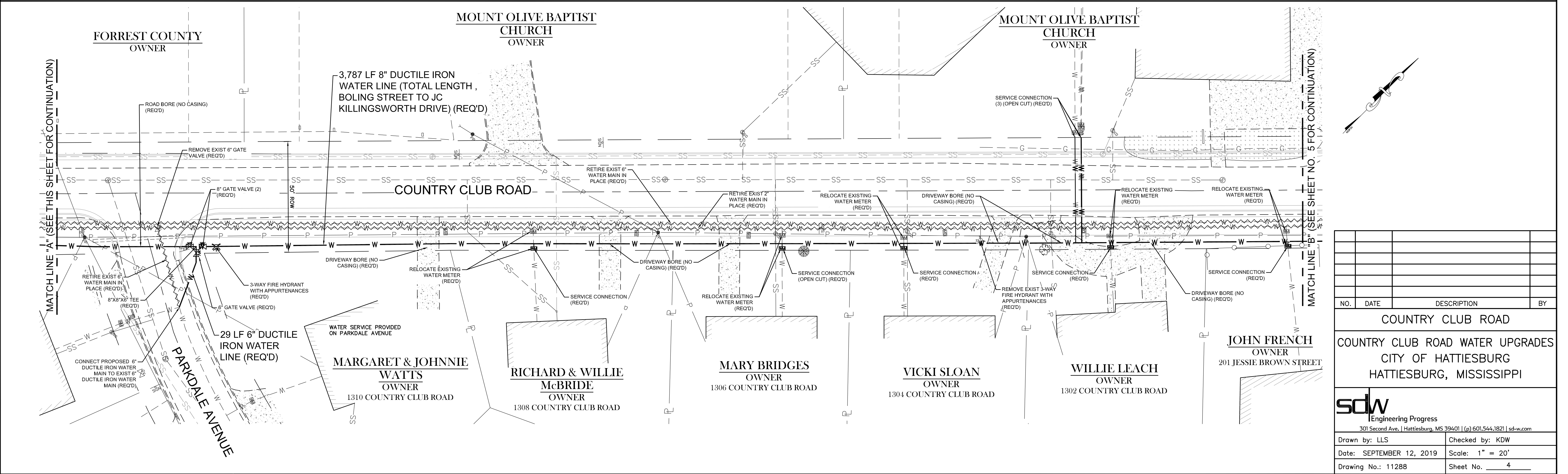
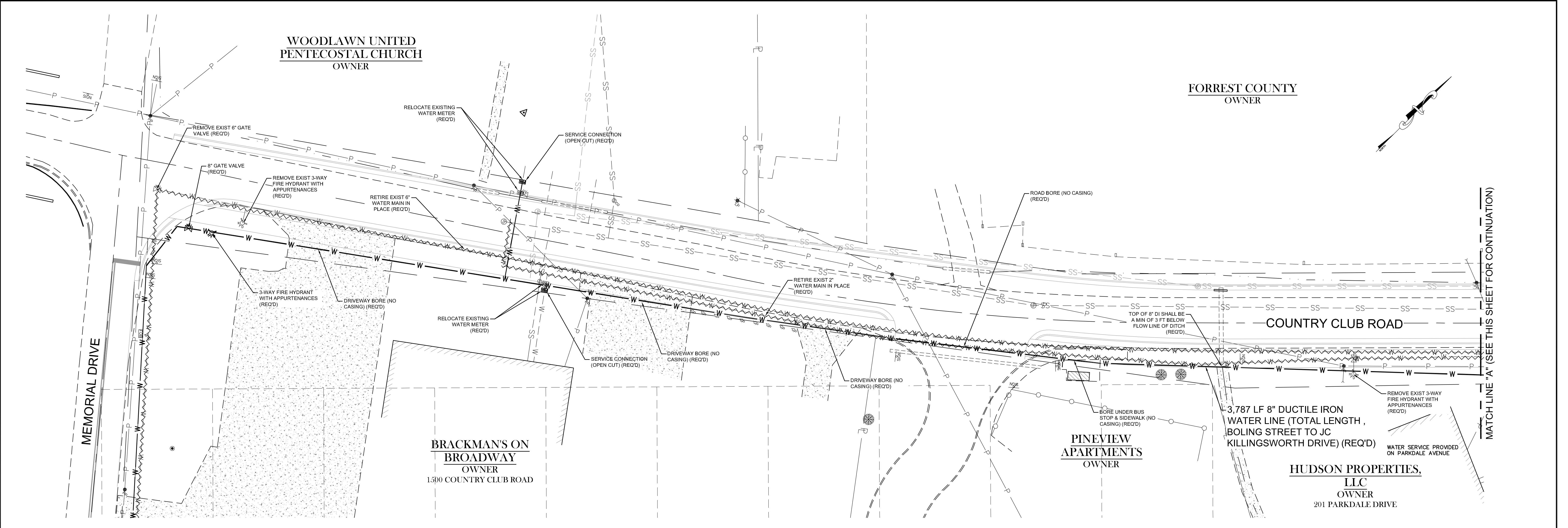
WATER NOTES

- ALL WORK ITEMS FOR WHICH NO PAY ITEMS ARE ESTABLISHED SHALL BE ABSORBED IN THE COST OF THE PIPE LAYING OPERATION.
- NO PIPE SHALL BE LAID IN THE PRESENCE OF WATER.
- WHERE THE WATER MAIN IS WITHIN 10 FEET OF A SEWER MAIN HORIZONTALLY, THE BOTTOM OF THE WATER MAIN SHALL BE AT LEAST 18" FROM THE TOP OF THE SEWER MAIN, UNLESS OTHERWISE NOTED.
- THE COST OF CLEARING AND GRUBBING/REMOVAL AND DISPOSAL OF CLEARING AND GRUBBING MATERIAL SHALL TO BE INCLUDED IN THE PRICE OF THE PIPE LAYING OPERATION. OFFSITE DISPOSAL AREAS ARE TO BE FURNISHED BY THE CONTRACTOR.
- ALL WATER PIPE SHALL BE DUCTILE IRON, CLASS 350, AND/OR HDPE DR11, 200 PSI, AS NOTED ON PLANS.
- ALL FITTINGS AND VALVES SHALL BE DUCTILE IRON WITH CONCRETE THRUST BLOCK AT ALL BENDS AND RODDED TOGETHER WITH ALL THREAD ROD. ALL TEES AND VALVES SHALL BE RODDED TOGETHER AS ONE UNIT. VALVES AND FIRE HYDRANTS SHALL BE RODDED TOGETHER BUT SEPARATE FROM THE TEE AND OTHER VALVES. ALL FITTINGS, EXCEPT VALVES SHALL BE ABSORBED ITEMS.
- ALL BENDS SHOWN IN THE PROPOSED WATERLINE SHALL BE ACCOMPLISHED THROUGH THE USE OF THE REQUIRED FITTINGS (22.5', 30', 45'...). SINGLE 90° BEND FITTINGS SHALL NOT BE PERMITTED UNLESS SPECIFICALLY NOTED ON THE PLANS AND/OR APPROVED BY THE ENGINEER. 90° BENDS SHALL BE ACCOMPLISHED BY USING MULTIPLE SMALLER BEND FITTINGS. BENDS SHOWN ON THE PLAN SHEETS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO BIDDING AND CONSTRUCTION. ONLY MAJOR BENDS ARE SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FITTINGS NECESSARY TO INSTALL THE PROPOSED WATER LINE. (NO SEPARATE PAY) TEES AND CROSSES SHALL BE PAID FOR UNDER THE CONNECTION ITEM.
- ALL PROPOSED FIRE HYDRANTS SHOWN FOR INSTALLATION ON THE PLANS SHEETS SHALL BE 3-WAY HYDRANTS AS DETAILED. ALL HYDRANTS SHALL BE SAFETY YELLOW IN COLOR FROM THE MANUFACTURER. ACCEPTABLE FIRE HYDRANTS SHALL BE M & H, MUELLER AND AMERICAN DARLING.
- FULL LENGTH PIPE SECTIONS ARE REQUIRED BEFORE AND AFTER ALL FITTINGS.
- ALL VALVES NOTED ON THESE PLANS SHALL BE GATE VALVES.
- ALL MATERIALS FOR THE PROJECT SHALL BE A PRODUCT OF THE U.S.A.
- ALL EXISTING WATER LINES NOTED FOR RETIREMENT ON THIS PROJECT SHALL BE COMPLETELY DISCONNECTED FROM THE EXISTING SYSTEM AND CAPPED.
- PRESSURE TESTS WILL BE REQUIRED ON ALL WATER MAINS INSTALLED.
- ALL NEW CONSTRUCTION TO BE FLUSHED WITH CLOSE SUPERVISION OF THE SYSTEM OPERATOR.
- ALL BACTI-SAMPLES SHALL BE TAKEN BY THE SYSTEM OPERATOR OR HIS REPRESENTATIVES. ANY AND ALL SAMPLING FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- ALL ITEMS NOTED FOR REMOVAL IN THESE PLANS, SHALL BE SALVAGED FOR THE OWNER. ALL FIRE HYDRANTS AND VALVES REMOVED FROM THE PROJECT SHALL BE CLEANED BY POWER WASHING. SAID ITEMS SHALL BE STACKED AND SECURED ON PALLETS. SAID ITEMS SHALL BECOME THE PROPERTY OF THE OWNER AND DELIVERED TO A SITE DETERMINED BY THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SECURITY OF SAID ITEMS PRIOR TO DELIVERY TO THE OWNER AND FOR REPLACEMENT IN KIND FOR ANY MISSING ITEMS. (NO SEPARATE PAY)
- A CRITERIA FOR THIS PROJECT IS TO ELIMINATE UNDER SIZED (UNDER 4" DIAMETER) WATER MAINS WITHIN THE PROJECT AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING WATER METERS ALONG ALL STREETS WITHIN THE PROJECT AREA WHICH ARE NOTED FOR WATER MAIN CONSTRUCTION. SOME METERS MAY NOT HAVE BEEN LOCATED DURING THE DESIGN PHASE OF THIS PROJECT DUE TO FIELD CONDITIONS. HOWEVER, ALL METERS WITHIN THE PROJECT AREA SHALL BE CONNECTED TO A NEW WATER MAIN OR AN ADJACENT LARGE SIZE (4" DIAMETER AND OVER) WATER MAIN.
- UNLESS OTHER WISE NOTED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECONNECTING ANY SERVICE, WHICH IS PRESENTLY CONNECTED TO AN EXISTING WATER MAIN THAT IS NOTED FOR ABANDONMENT ON THIS PROJECT, TO A PROPOSED ADJACENT WATER LINE.
 - SERVICE SHALL INCLUDE (BUT MAY NOT BE LIMITED TO) TAPPING SADDLE, CORPORATION STOP, SERVICE LINE (LENGTH AS REQUIRED) OF MATCHING SIZE AND/OR ALL NECESSARY FITTINGS. SERVICE RECONNECTIONS SHALL BE PAID PER EACH AS OUTLINED IN THE BID DOCUMENTS. SERVICE CONNECTION SHALL INCLUDE CONNECTION TO THE MAIN AND THE CONNECTION TO THE EXISTING METER.
 - NEW SERVICE CONNECTIONS SHALL BE INSTALLED AS ONE CONTINUOUS PIPE FROM THE WATER MAIN TO THE METER. SPLICES SHALL NOT BE ALLOWED. THE ENTIRE SERVICE BETWEEN THE METER AND THE NEW MAIN SHALL BE REPLACED. SERVICE LINE BORES SHALL BE PAID SEPARATELY.
 - METERS SHALL ONLY BE INSTALLED WHERE NOTED ON THE PLANS AND SHALL BE PAID SEPARATELY. METERS SHALL MATCH SERVICE LINE SIZE AND BE OF BRAND/TYPE SPECIFIED BY THE OWNER,

CONSTRUCTION PHASING

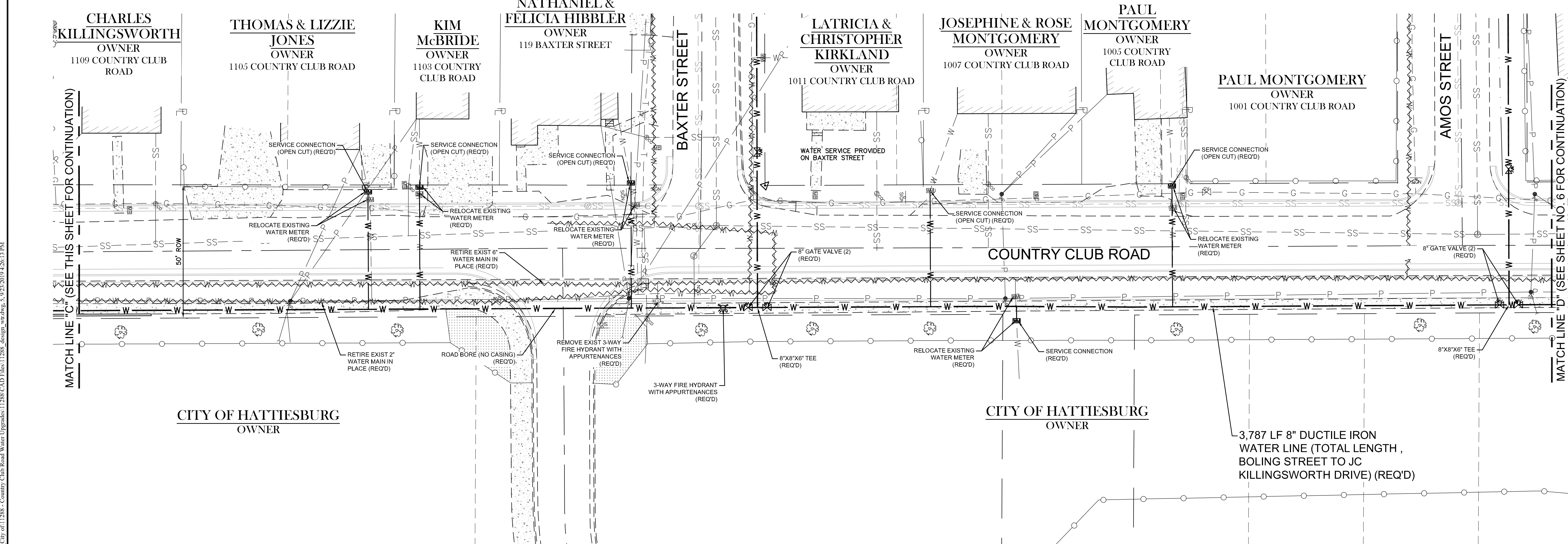
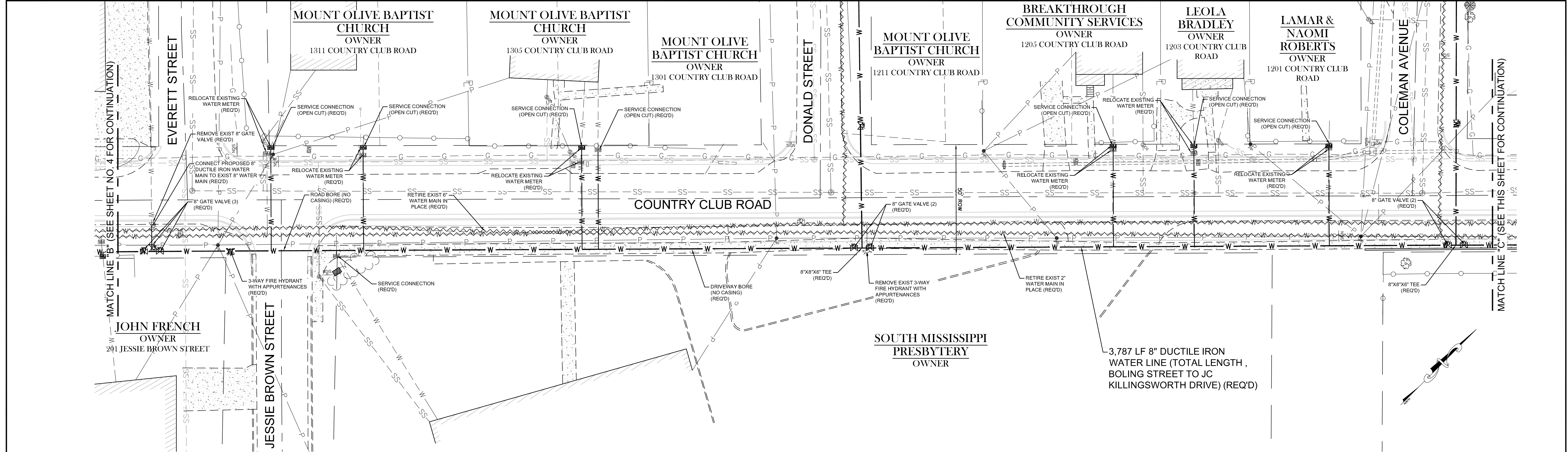
- CONTRACTOR TO COMMENCE WORK ON COUNTRY CLUB ROAD AND ALL LINES DIRECTLY LINKED TO COUNTRY CLUB ROAD. ALL WORK ON THIS PHASE SHALL BE COMPLETED INCLUDING MAIN LINE, SERVICES, ABANDONMENT, ROAD REPAIRS, PERMANENT EROSION CONTROL, ETC PRIOR TO COMMENCING ANY PART OF THE REMAINDER OF THE PROJECT.

NO.	DATE	DESCRIPTION	BY
GENERAL NOTES			
COUNTRY CLUB ROAD WATER UPGRADES CITY OF HATTIESBURG HATTIESBURG, MISSISSIPPI			
 Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: LLS		Checked by: KDW	
Date: SEPTEMBER 12, 2019		Scale: 1" = 20'	
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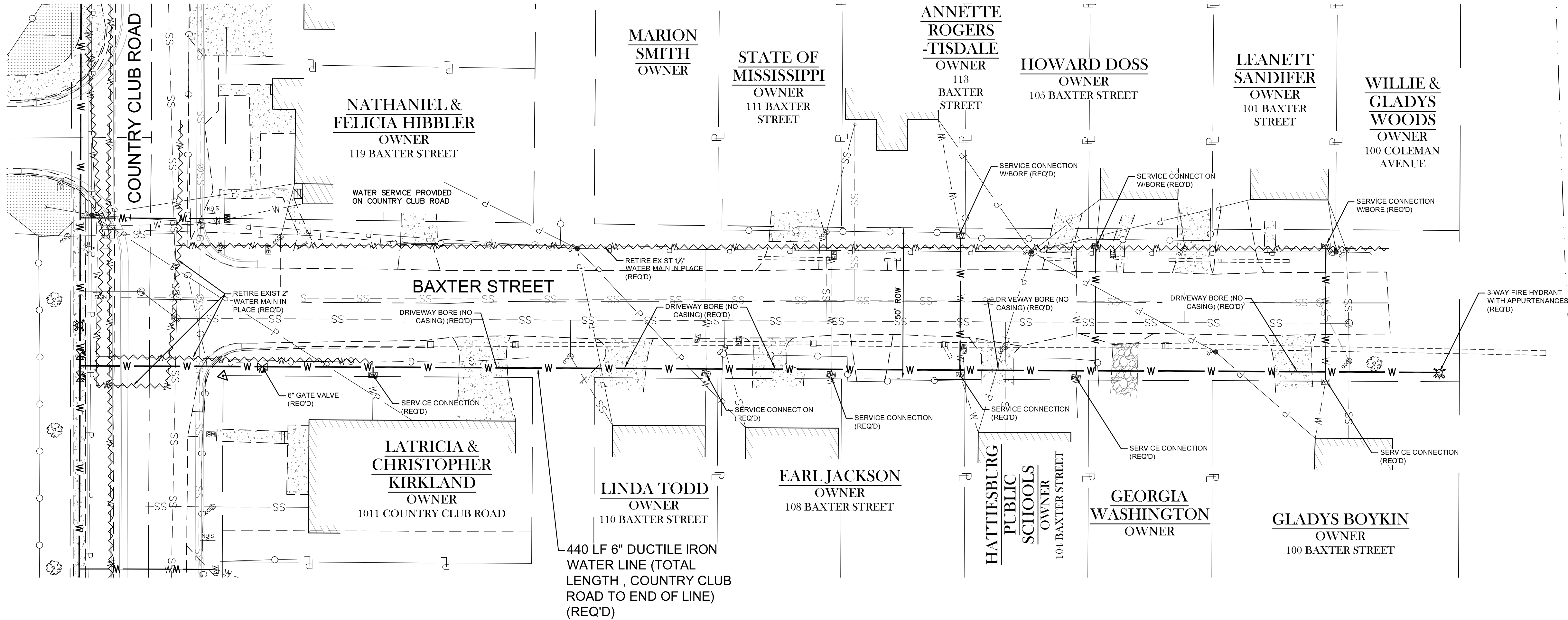
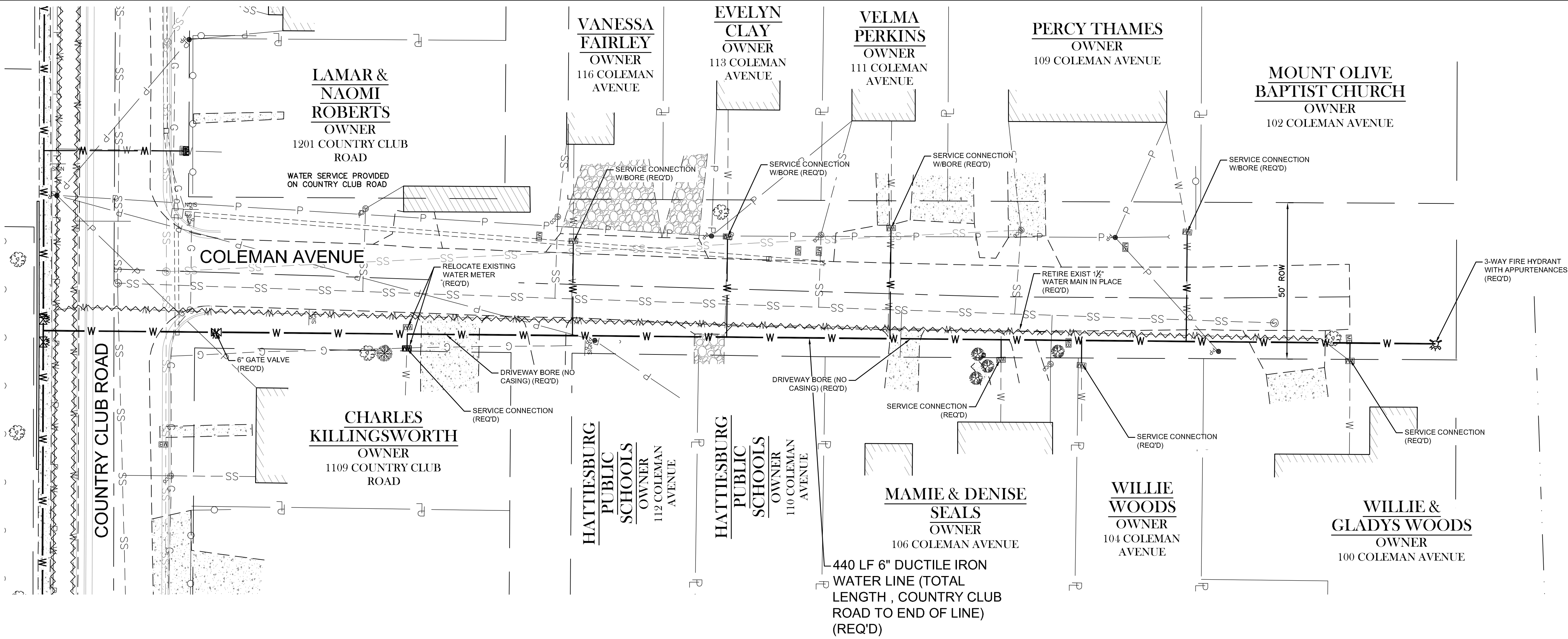


NO.	DATE	DESCRIPTION	BY
COUNTRY CLUB ROAD			
COUNTRY CLUB ROAD WATER UPGRADES			
CITY OF HATTIESBURG			
HATTIESBURG, MISSISSIPPI			
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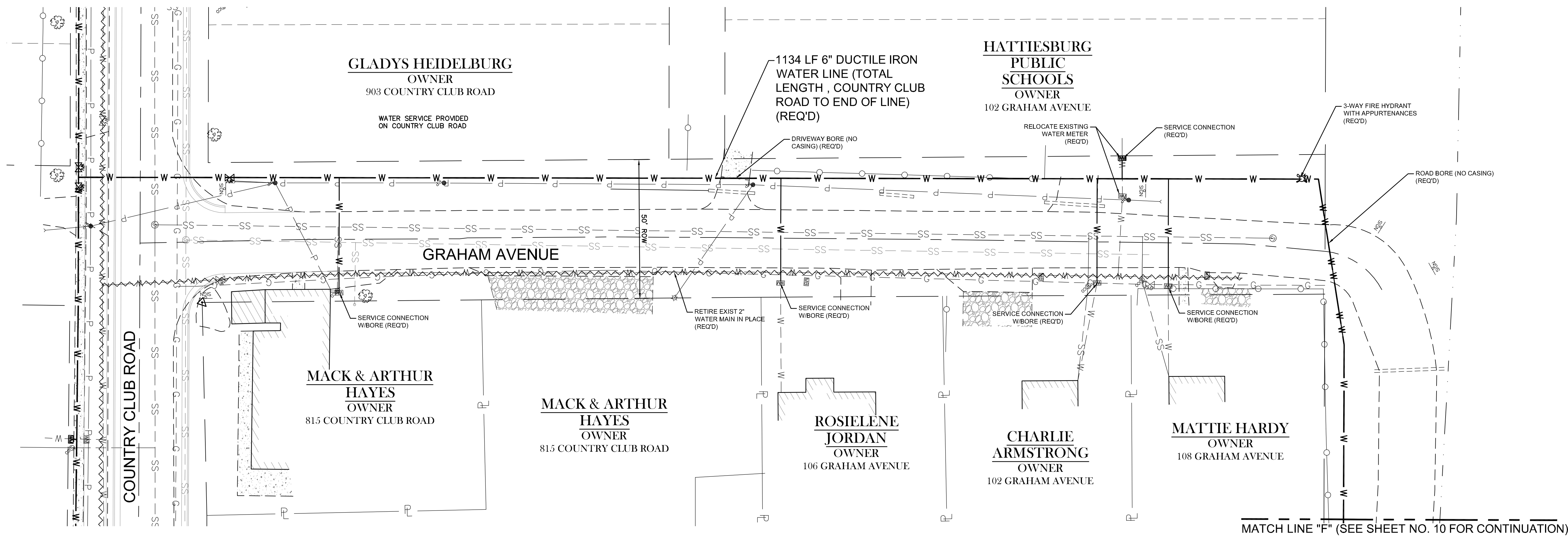
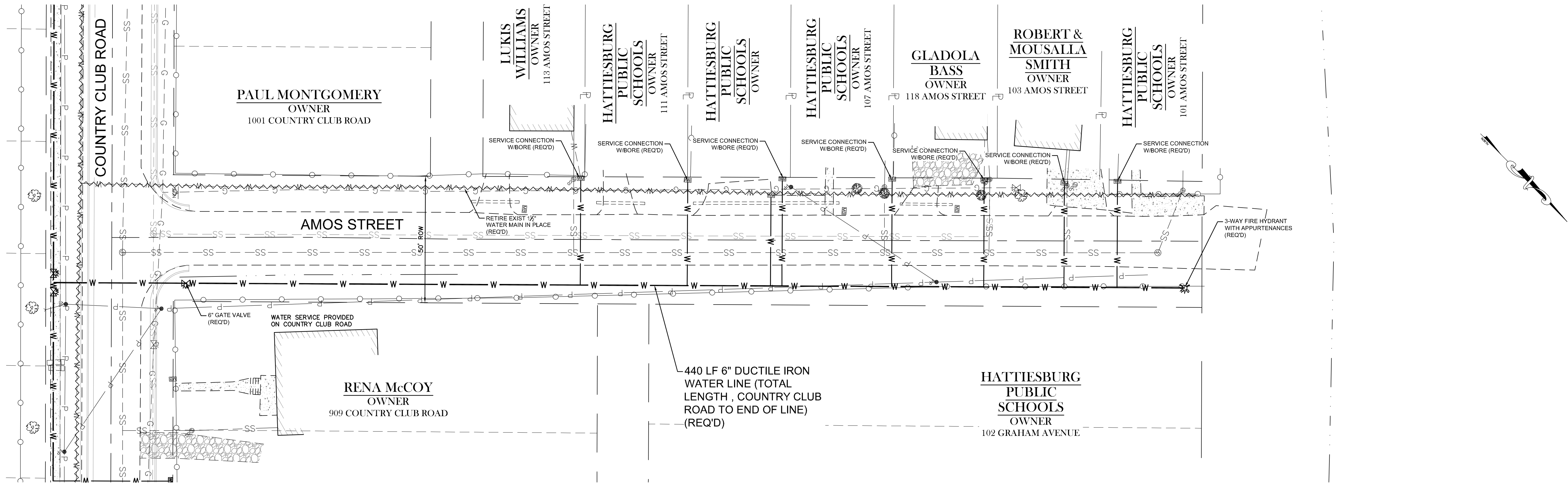
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NO.	DATE	DESCRIPTION	BY
COUNTRY CLUB ROAD			
COUNTRY CLUB ROAD WATER UPGRADES			
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HATTIESBURG, MISSISSIPPI			
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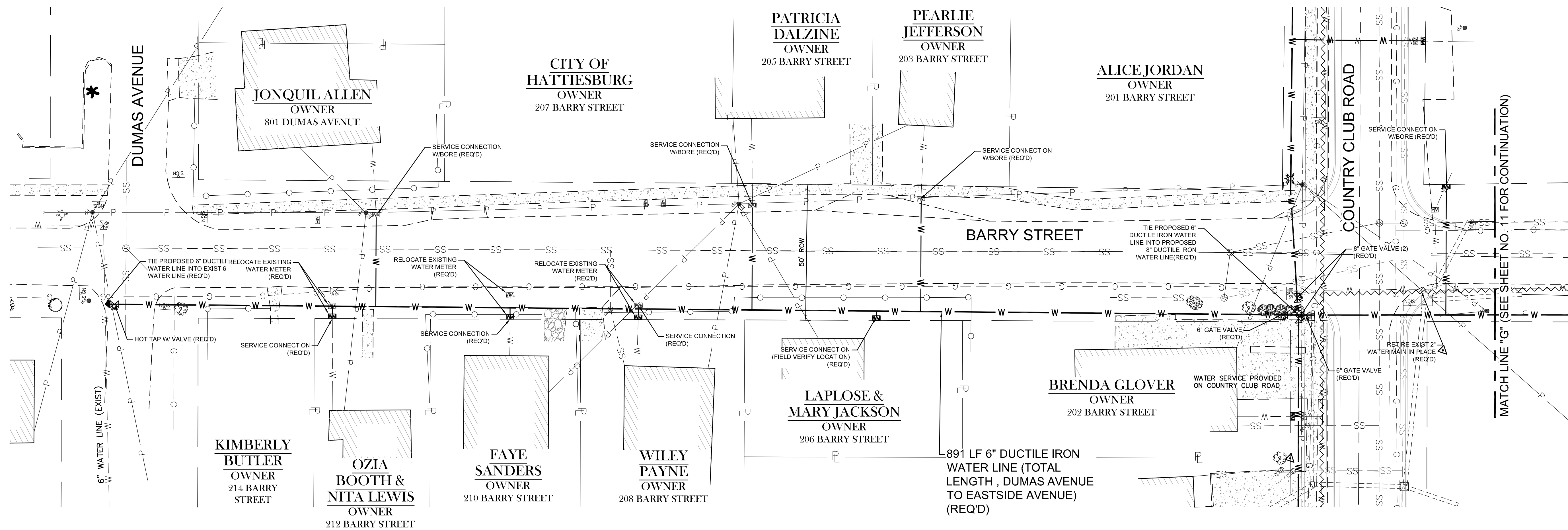
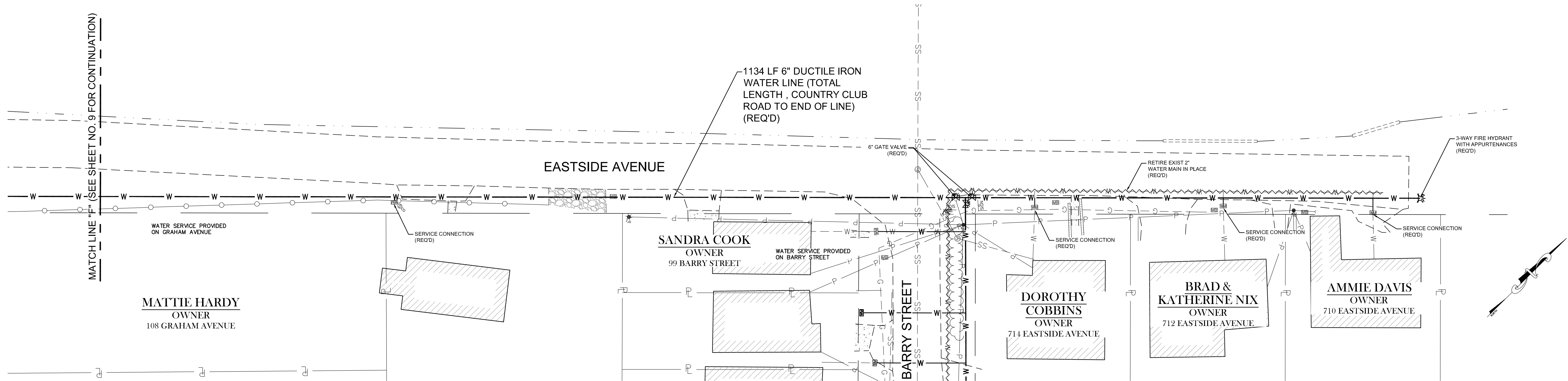


NO.	DATE	DESCRIPTION	BY
COLEMAN AVENUE & BAXTER STREET			
COUNTRY CLUB ROAD WATER UPGRADES			
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HATTIESBURG, MISSISSIPPI			
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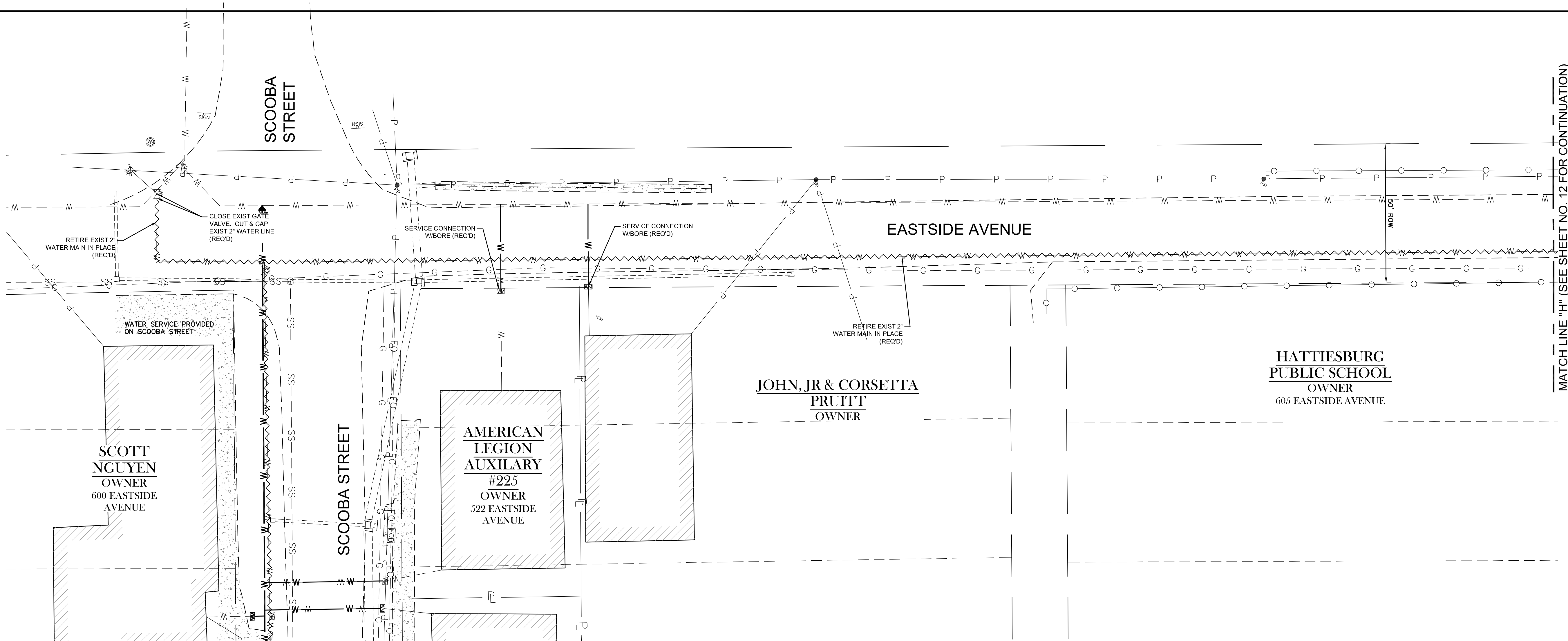
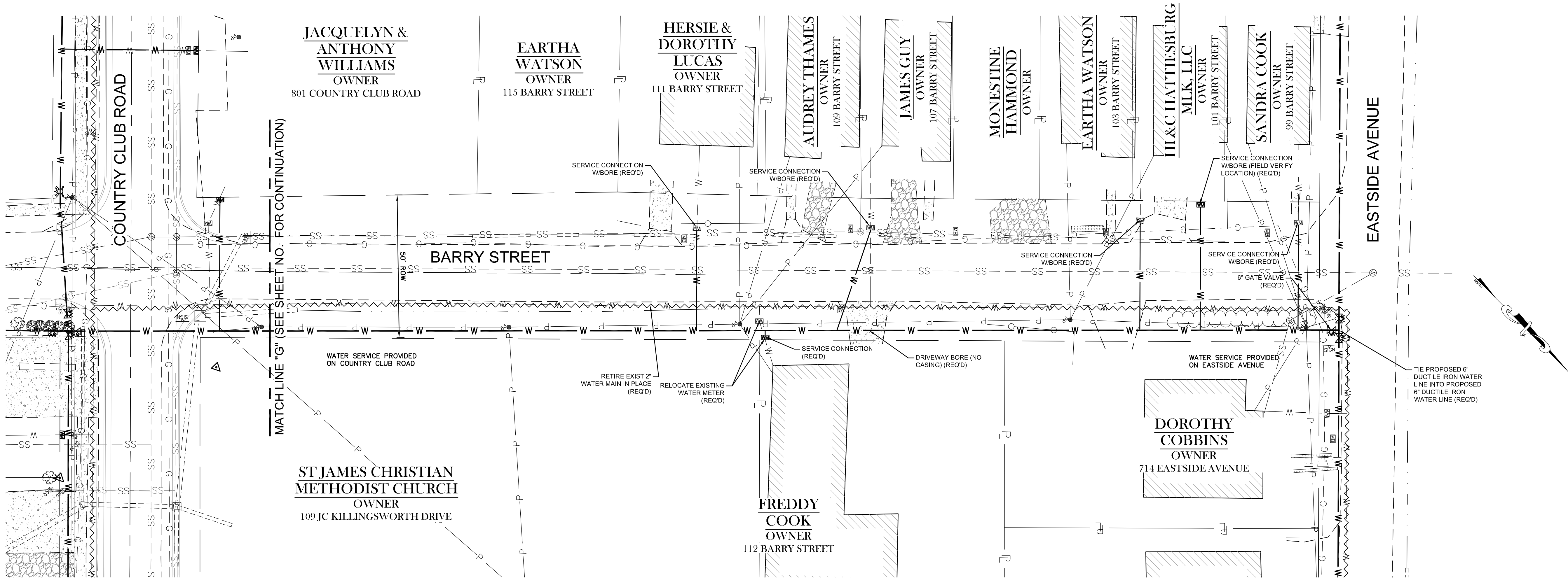


MATCH LINE "F" (SEE SHEET NO. 10 FOR CONTINUATION)

NO.	DATE	DESCRIPTION	BY
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COUNTRY CLUB ROAD WATER UPGRADES			
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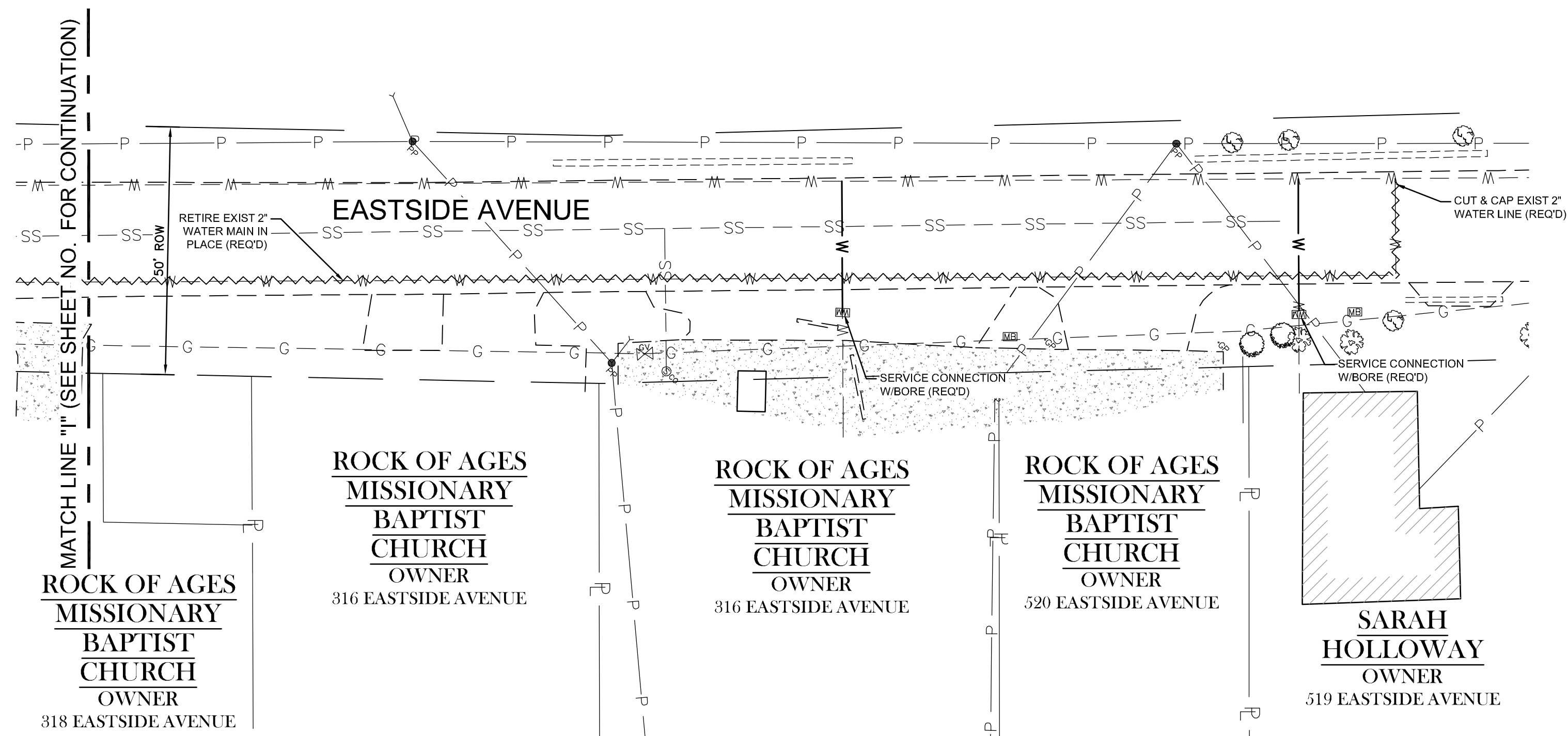
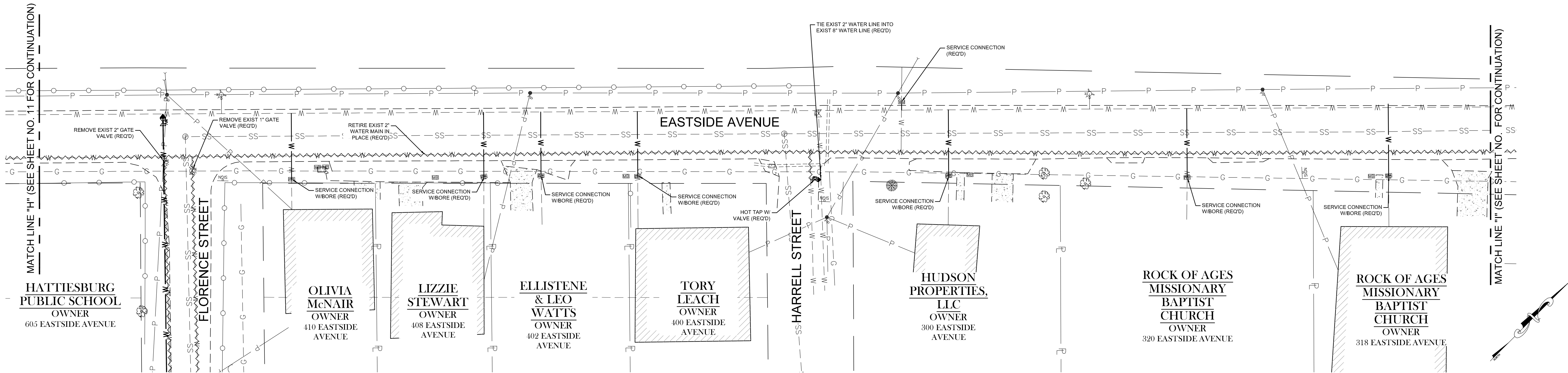


NO.	DATE	DESCRIPTION	BY
EASTSIDE AVENUE & BARRY STREET			
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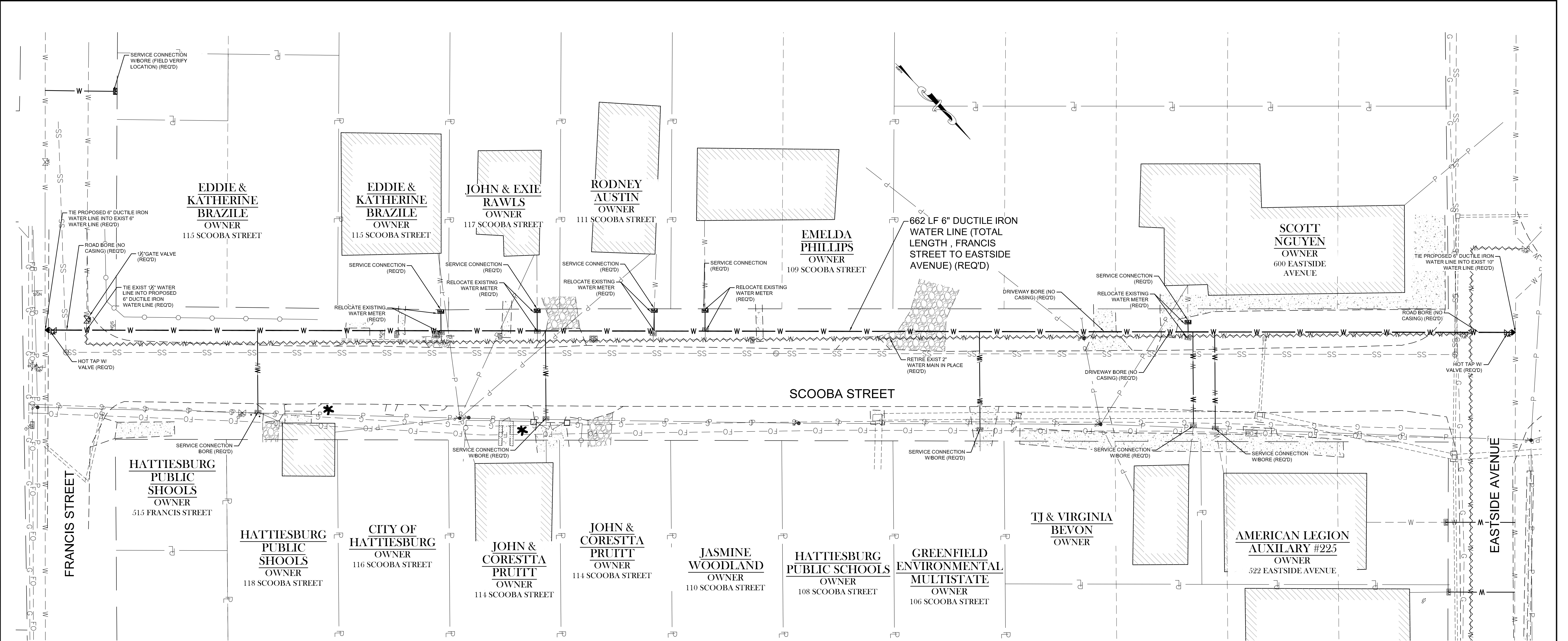
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COUNTRY CLUB ROAD WATER UPGRADES			
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Drawing No.: 11288		Sheet No. 11	

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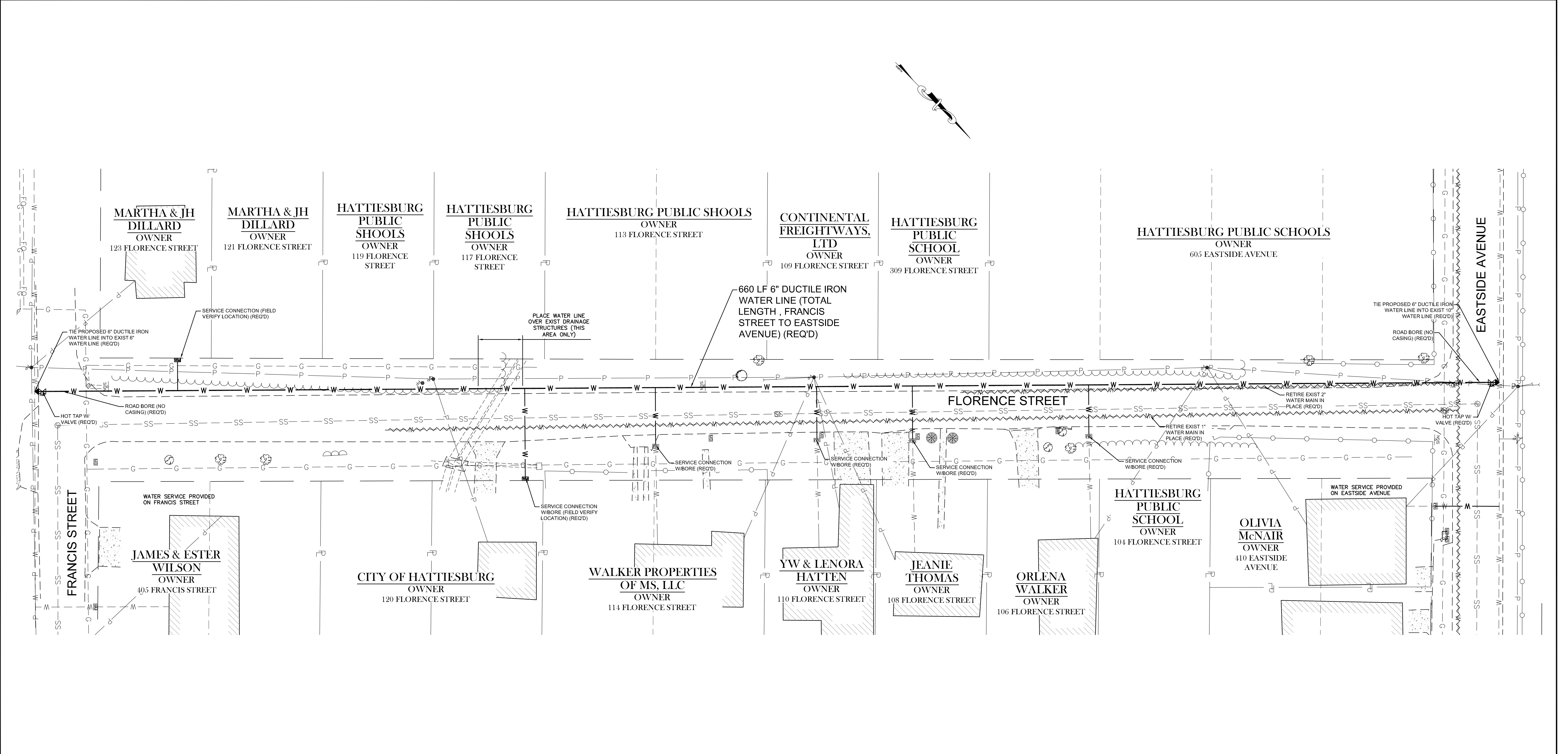
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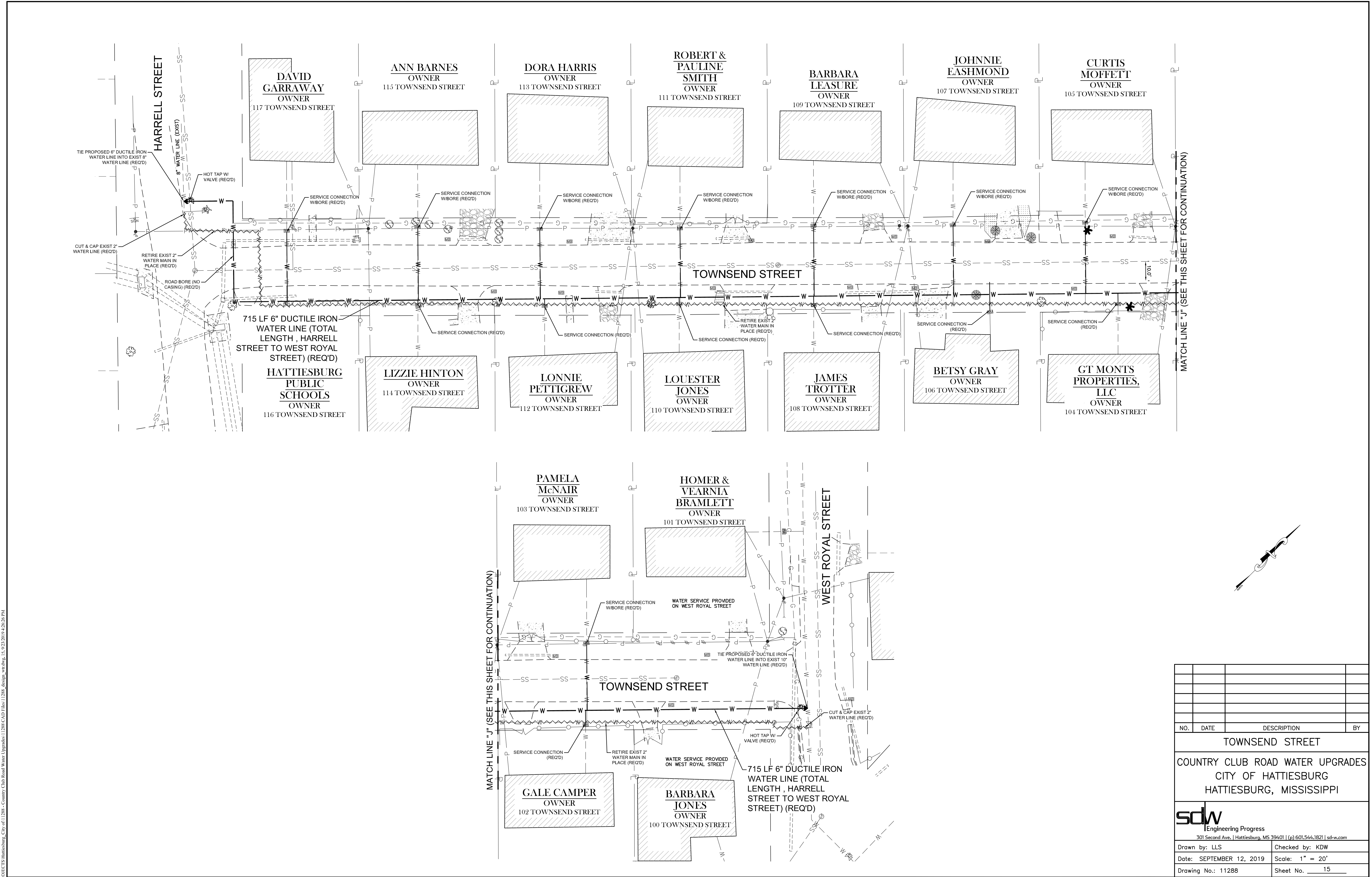
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SCOوبا STREET			
COUNTRY CLUB ROAD WATER UPGRADES			
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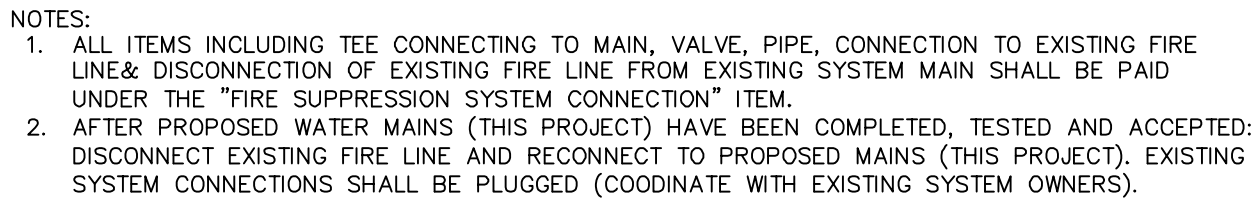


NO.	DATE	DESCRIPTION	BY
FLORENCE STREET			
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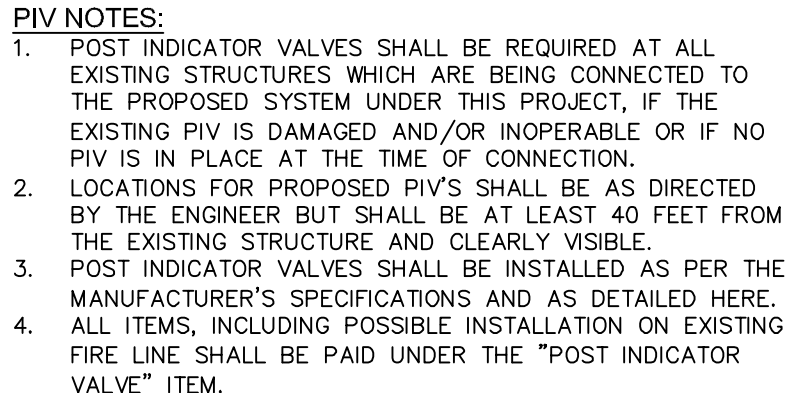
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NO.	DATE	DESCRIPTION	BY
TOWNSEND STREET			
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Date: SEPTEMBER 12, 2019		Scale: 1" = 20'	
Drawing No.: 11288		Sheet No. 15	



**FIRE SUPPRESSION SYSTEM
CONNECTION DETAIL**
(UNPAVED AREA)



POST INDICATOR VALVE DETAIL



GATE VALVE DETAIL

(PAVED AREA)



GATE VALVE DETAIL

(UNPAVED AREA)

WATER INSTALLATION DETAILS

COUNTRY CLUB ROAD WATER UPGRADES
CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI



Engineering Progress

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Checked by: h

Date: SEPTEMBER

Scale: N T S

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16



(LEFT HALF SHOWN, RIGHT HALF SIMILAR)



NOTE:
ALL ITEMS SHOWN IN DETAIL ARE INCLUDED
IN PRESSURE REDUCING VALVE BID ITEM.



HEAVY DUTY WATERTIGHT COVER & FRAME
V-2115-3 AGS WITH OUT HOLES, WITH GASKET
& BOLTS ONLY

PRESSURE REDUCING VALVE DETAIL



SECTION B-B

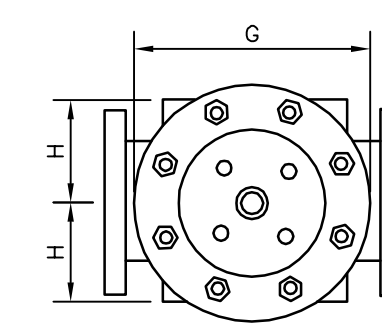
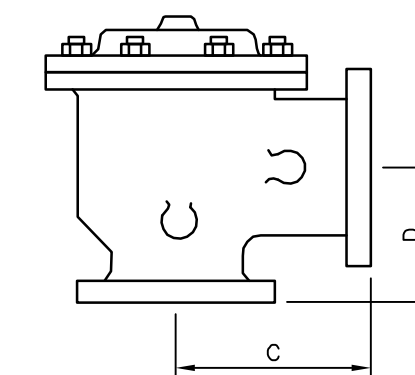


TEES



THRUST BLOCKING DETAILS

PRESSURE VALVE DIMENSIONS (INCHES)					
DIM	ANSI CLASS	VALVE SIZE (INCHES)			
		3	4	6	8
A	SE	1½	—	—	—
	150	10½	13½	17½	25½
	300	11½	14½	18½	26½
B	SE	2½	—	—	—
	150	3¾	4½	5½	6¾
	300	4½	5	6¼	7½
C	SE	5½ ₃₂	—	—	—
	150	6	7½	10	13¾
	300	6¾	7½ ₁₆	10½	13¾ ₁₆
D	SE	5½	—	—	—
	150	4	5½	6	8½
	300	4¾	5¾	6¾	9
E	ALL	7	8	10	11½
F	ALL	3¾	3¾	3¾	6¾
G	ALL	7½ ₁₆	10	14	21
H	ALL	11	12	13	14



WATER INSTALLATION DETAILS

COUNTRY CLUB ROAD WATER UPGRADES
CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI



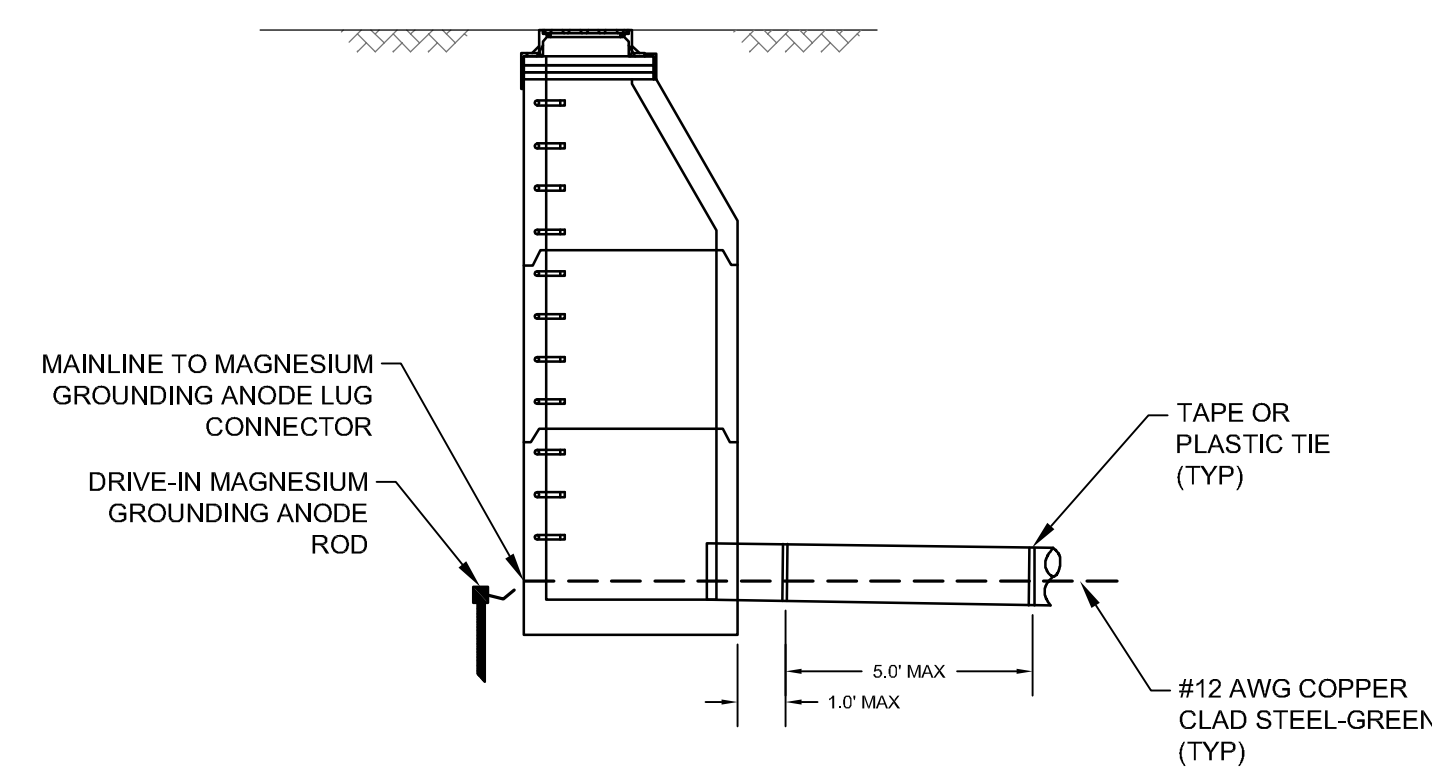
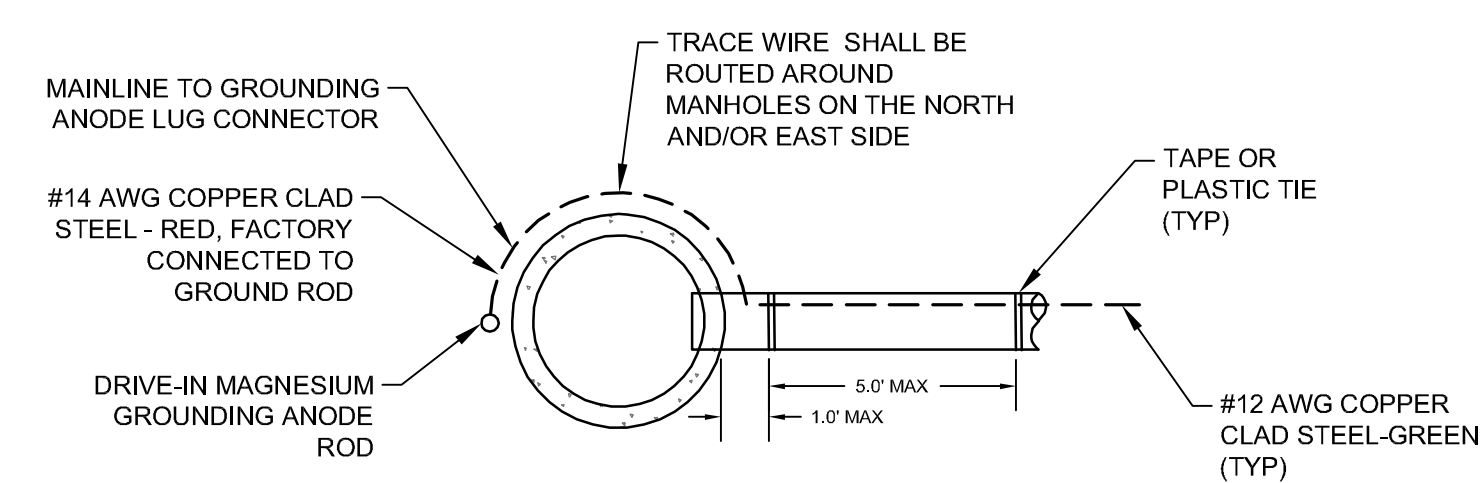
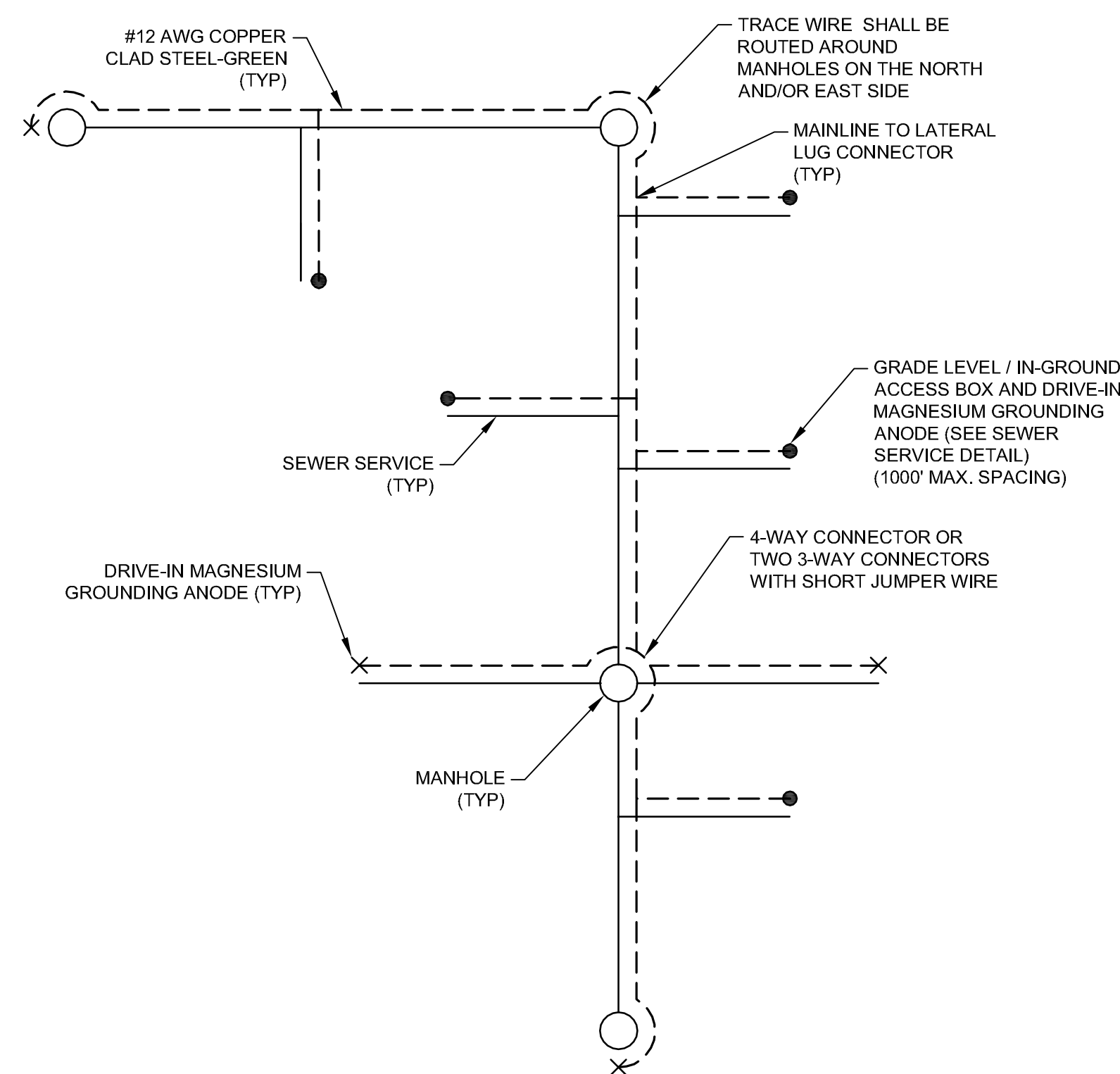
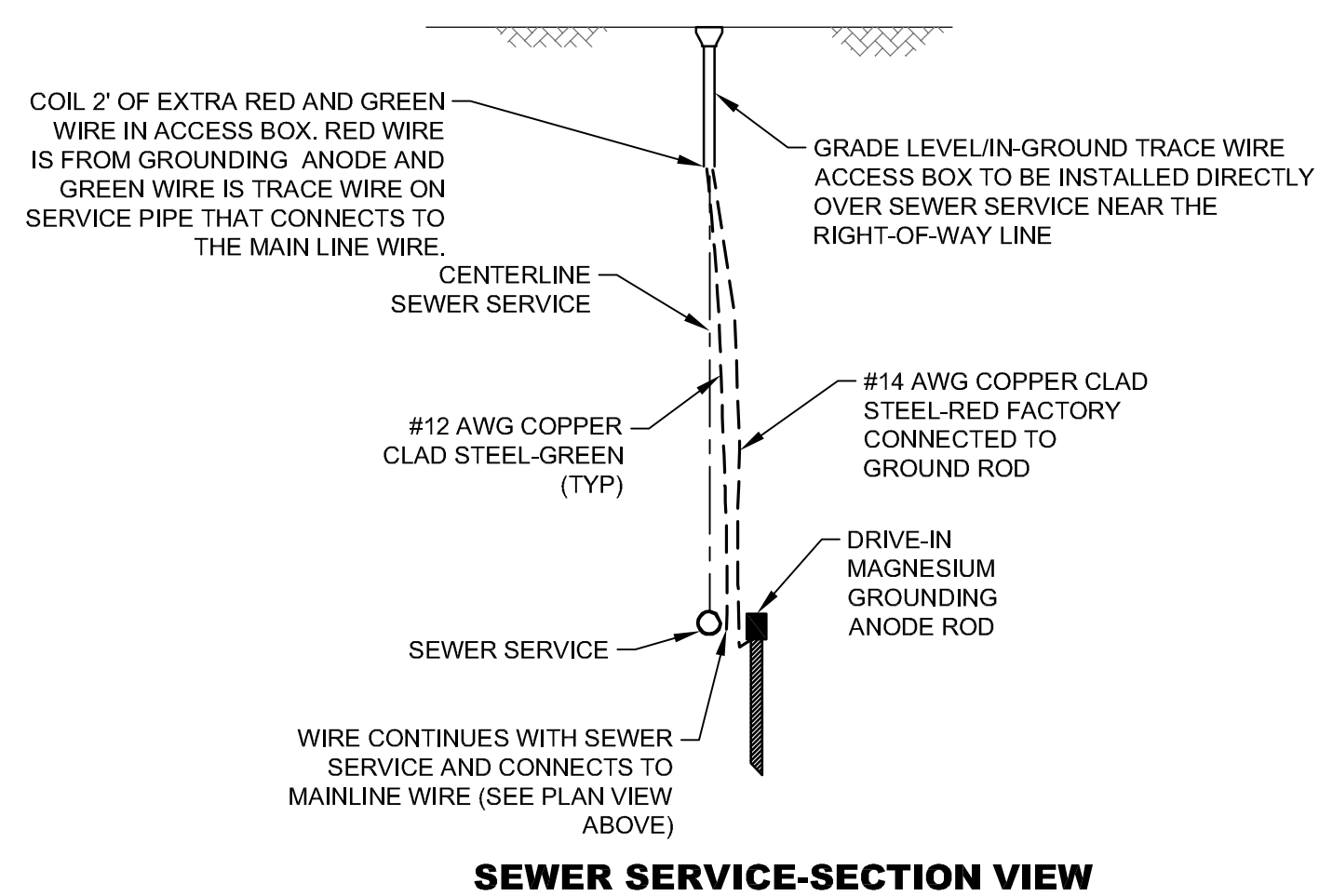
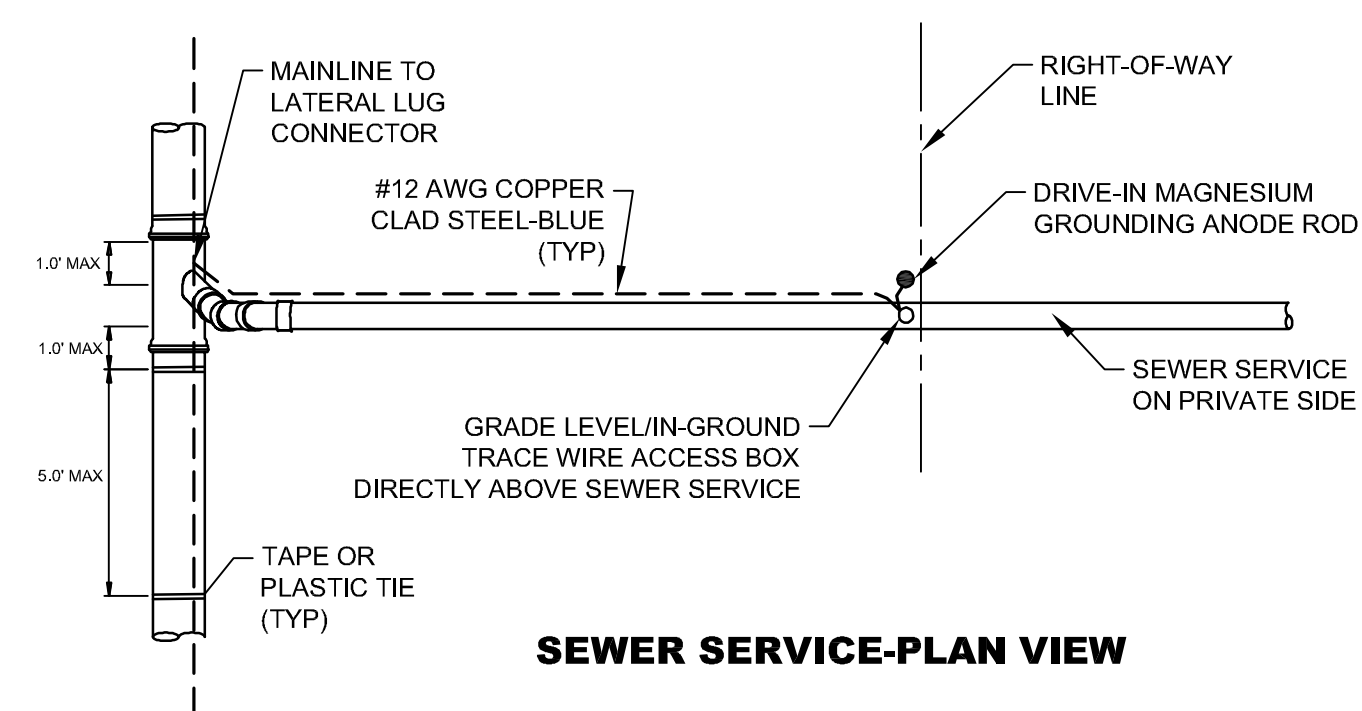
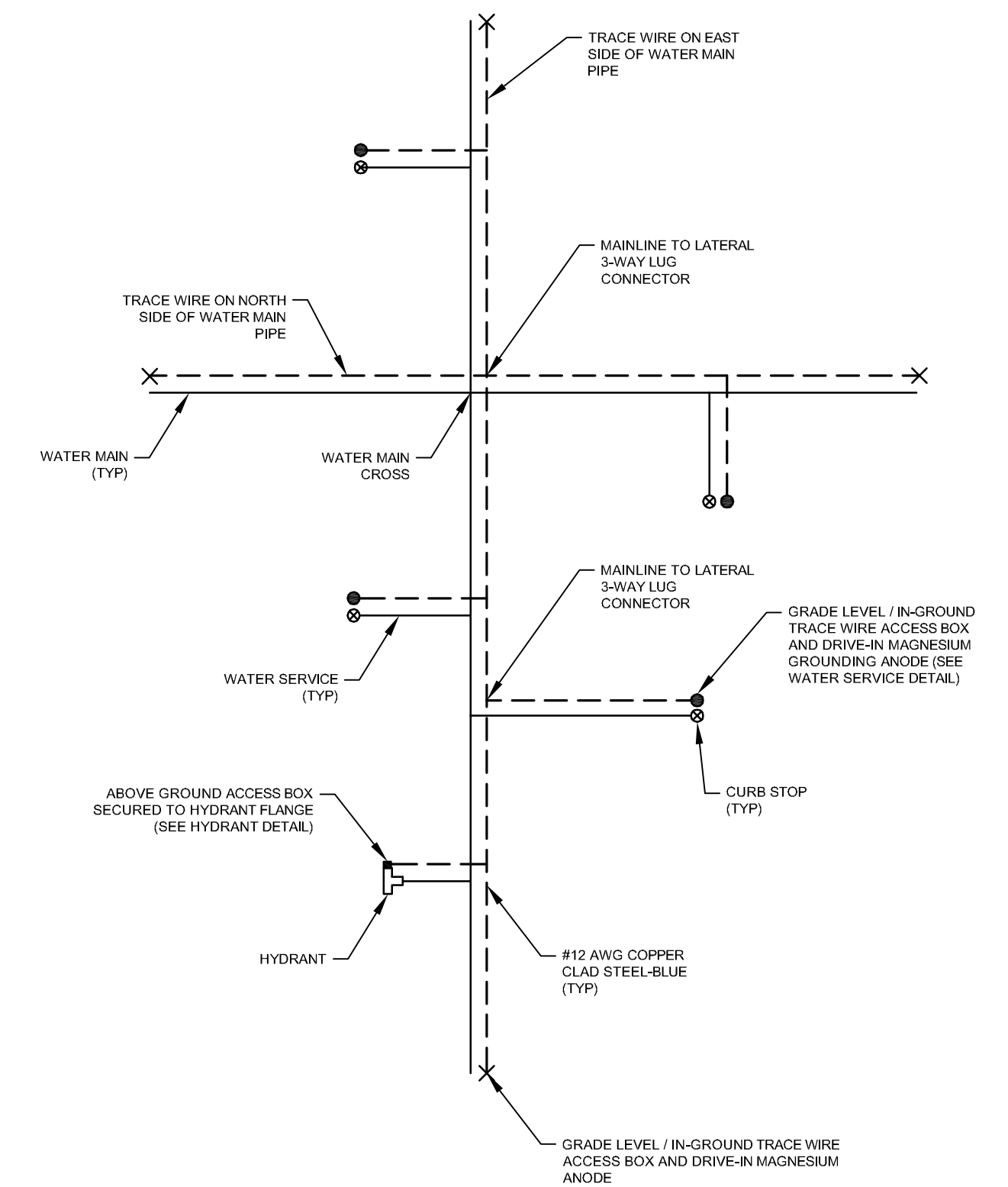
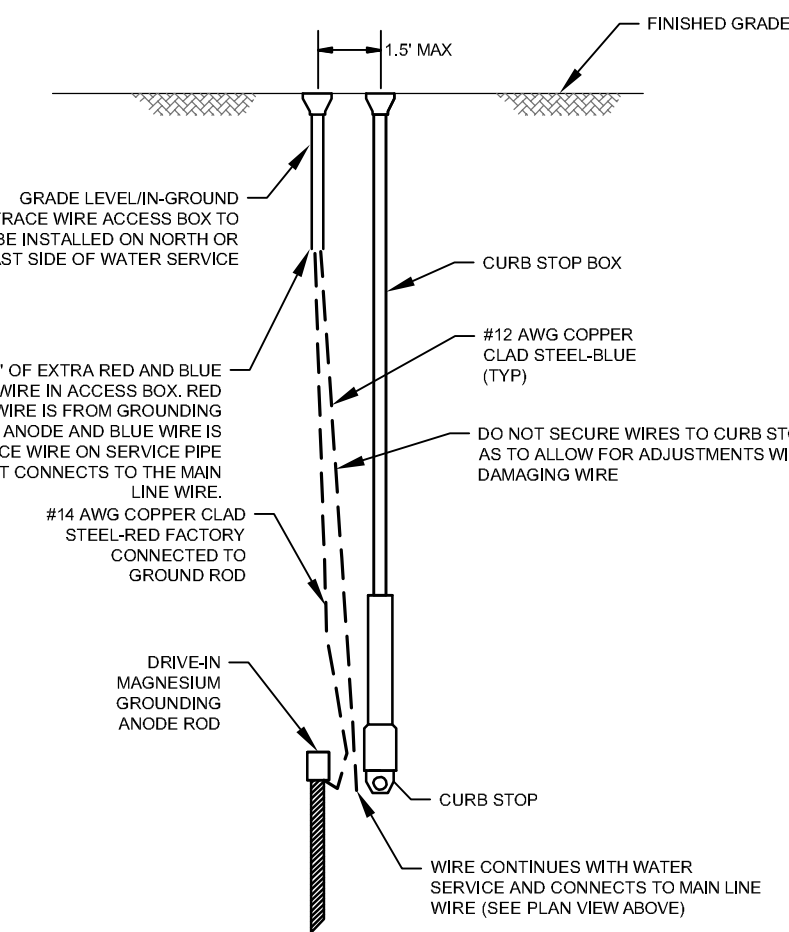
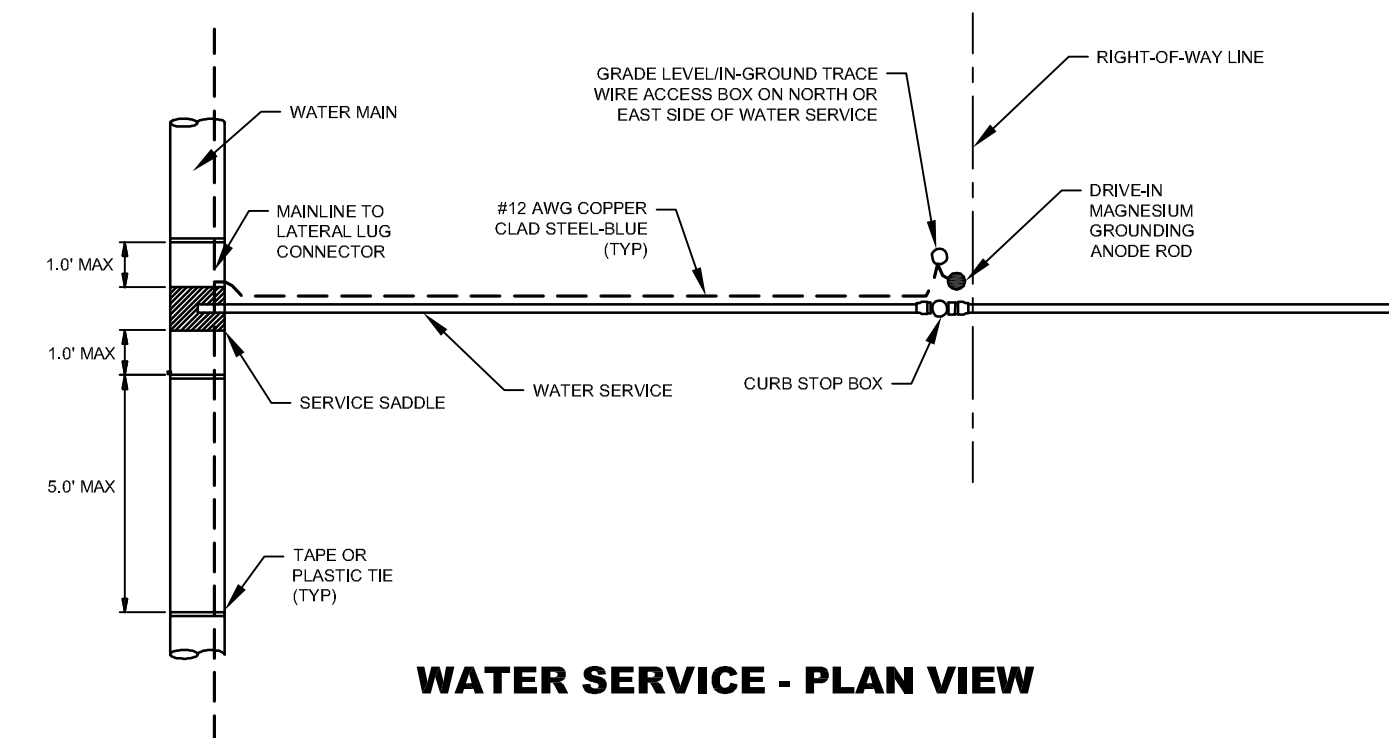
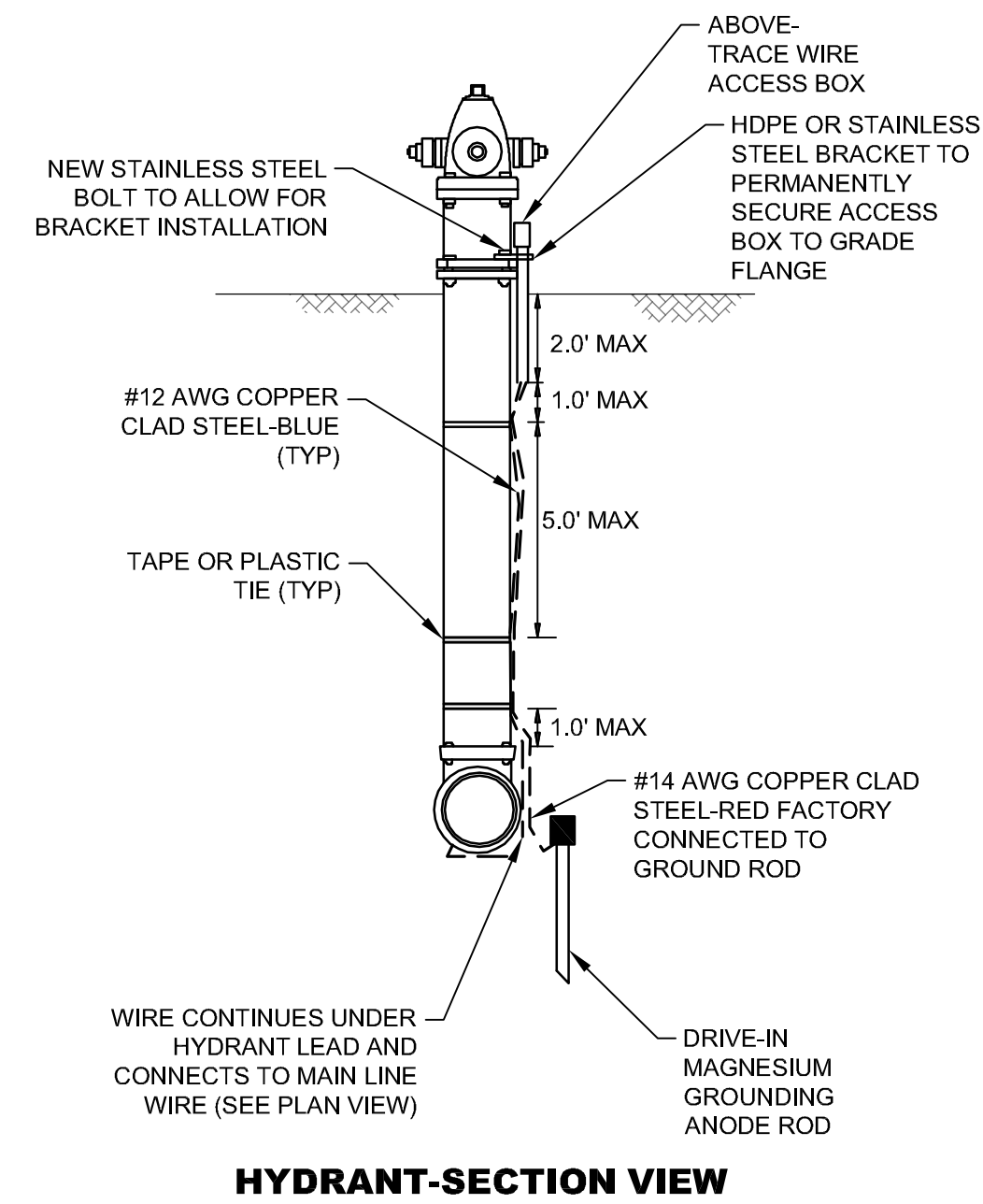
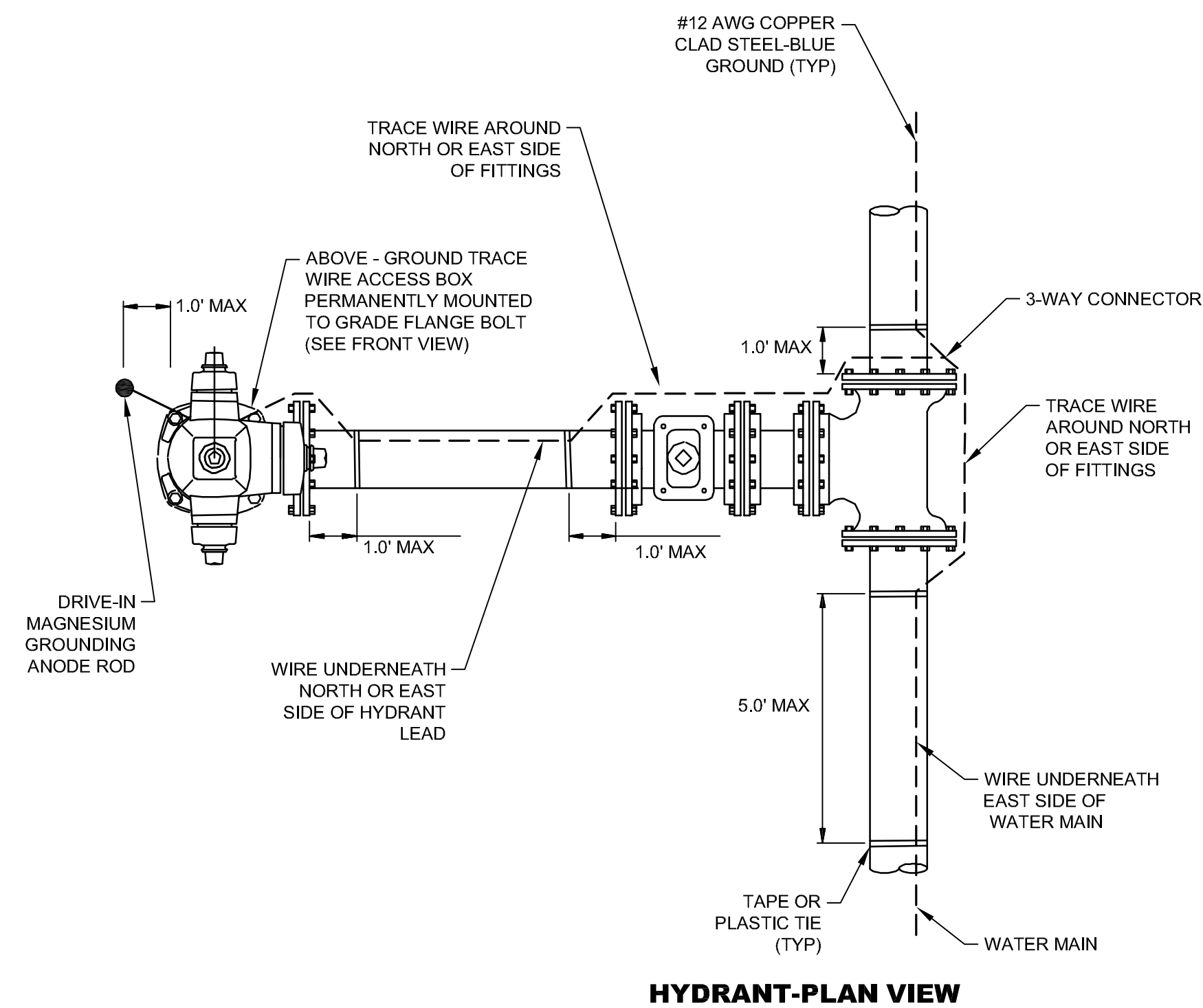
Engineering Progress

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Drawn by: LLS	Checked by: KDW
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Date: SEPTEMBER 12, 2019	Scale: N.T.S.
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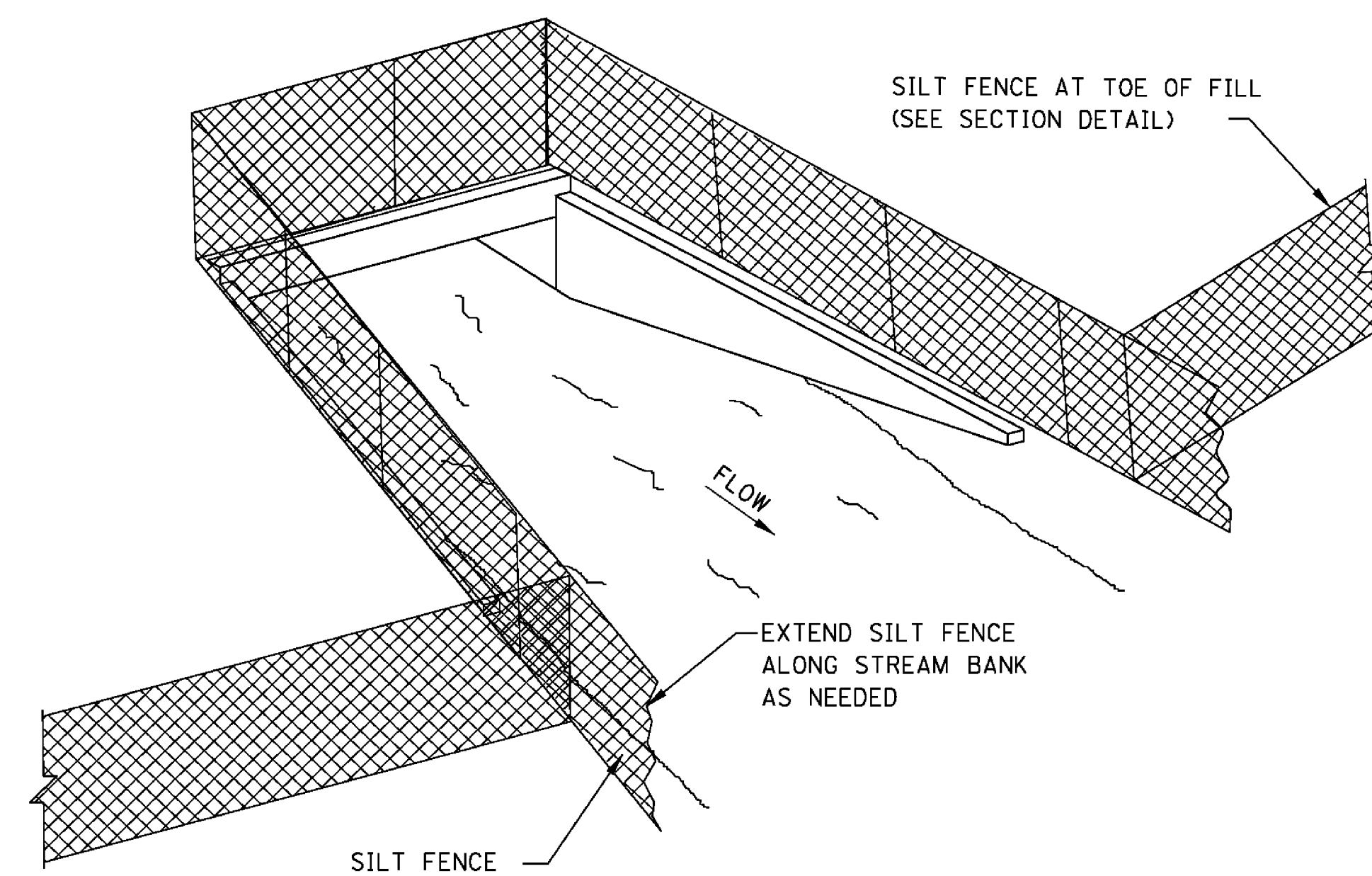
Date: SEPTEMBER 12, 2019	Scale: N.T.S.
Page: 11 of 11	17



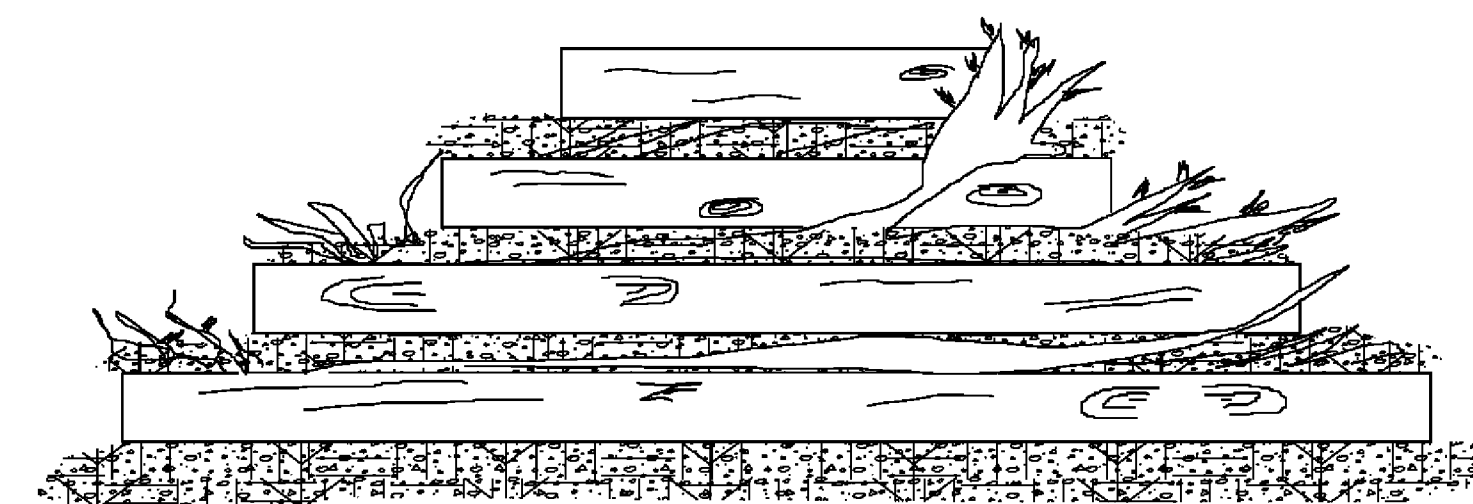
NOTE:
WIRE SHOWN AWAY FROM PIPE FOR CLARITY, WIRE SHALL BE INSTALLED ON THE BOTTOM SIDE OF THE PIPE BELOW THE SPRING LINE. THE WIRE SHALL BE FASTENED TO THE PIPE WITH TAPE OR PLASTIC TIES AT 5' INTERVALS.

NO.	DATE	DESCRIPTION	BY
TRACER WIRE DETAILS			
COUNTRY CLUB ROAD WATER UPGRADES			
CITY OF HATTIESBURG			
HATTIESBURG, MISSISSIPPI			
			
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: LLS		Checked by: KDW	
Date: SEPTEMBER 12, 2019		Scale: N.T.S.	
Drawing No.: 11288		Sheet No. <u>18</u>	

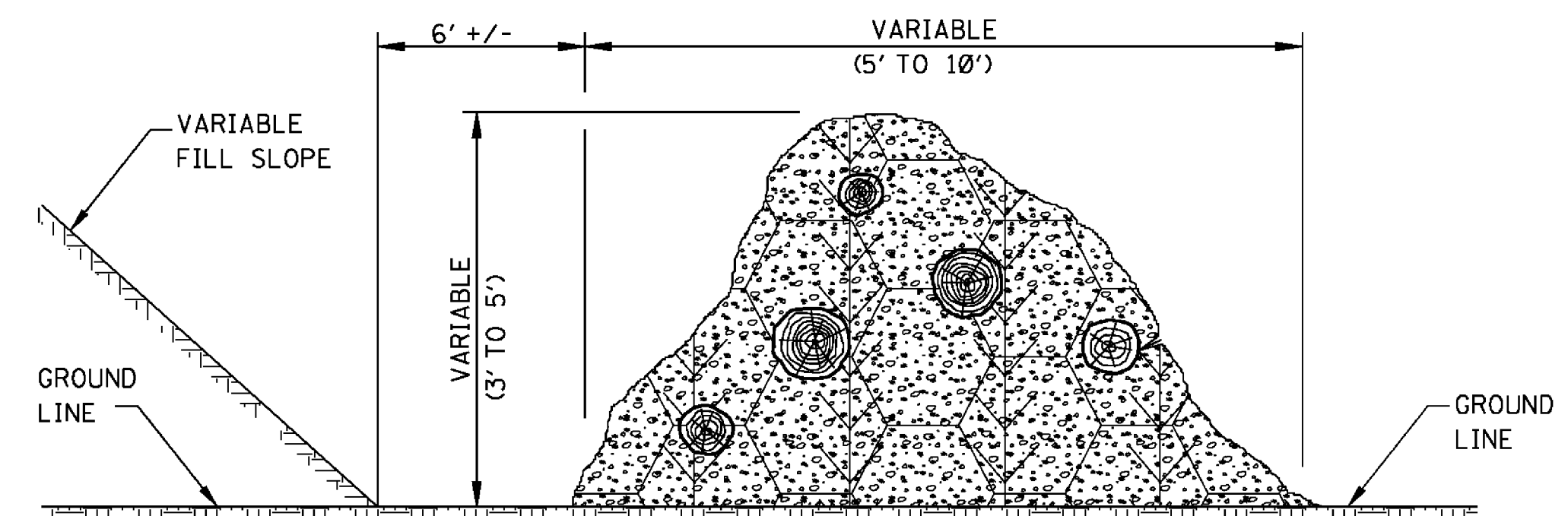
STATE	PROJECT NO.
MISS.	



SEDIMENT BARRIER AT CROSS DRAIN



FRONT ELEVATION



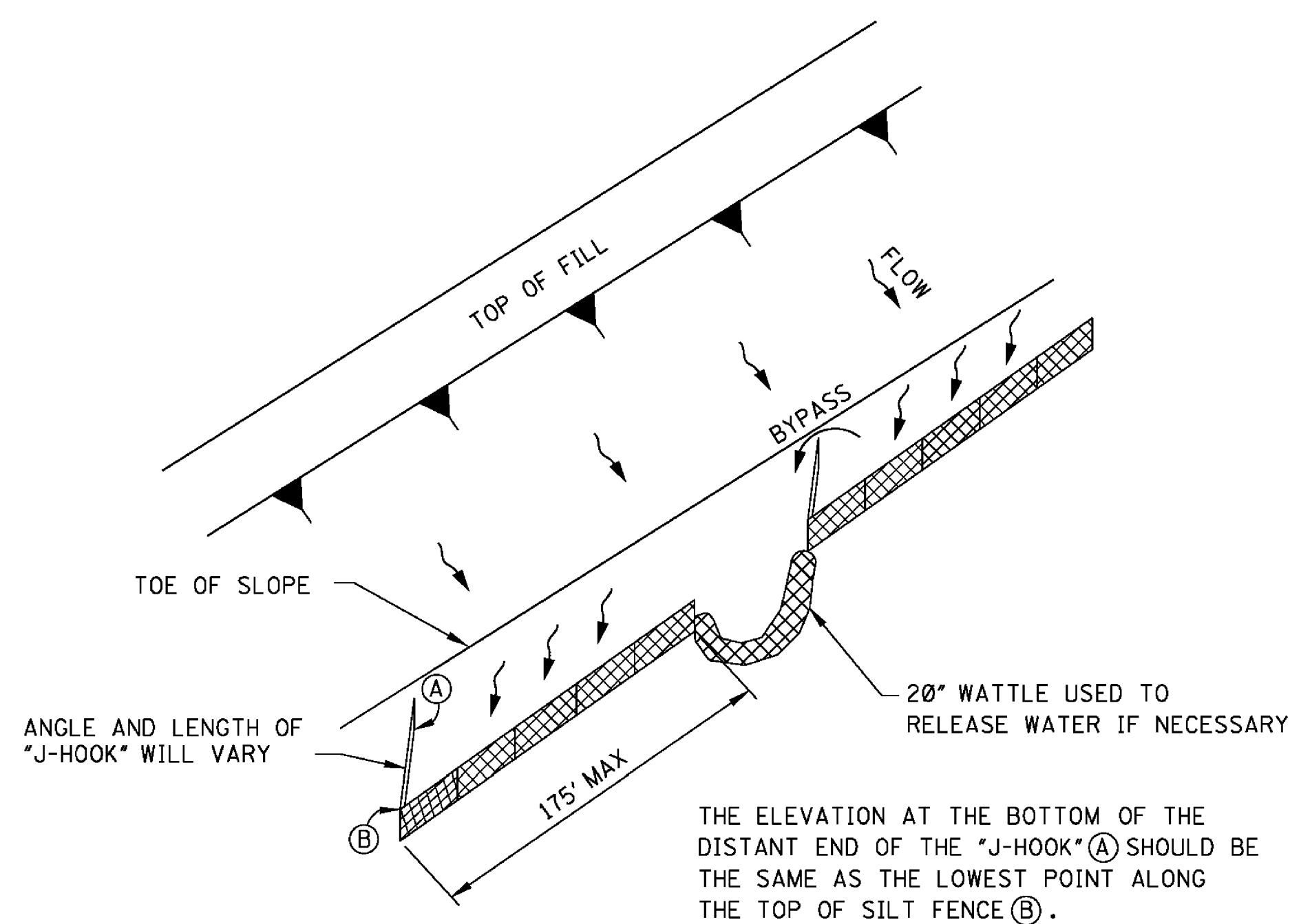
SIDE ELEVATION

TEMPORARY BRUSH BARRIER

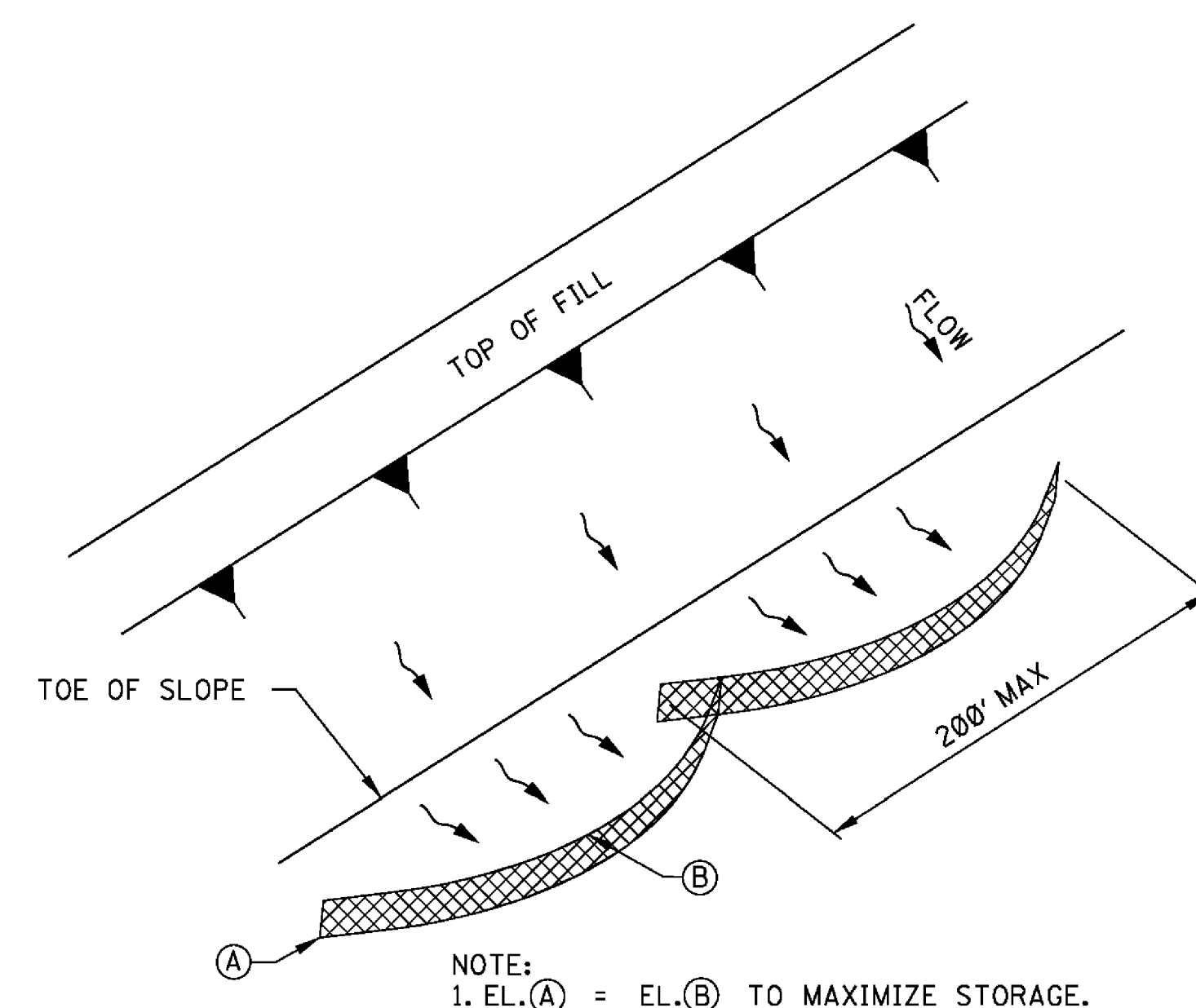
NOTES:

1. BRUSH BARRIER MAY BE USED WHERE NATURAL GROUND IS LEVEL OR SLOPING AWAY FROM PROJECT.
2. PLACE BRUSH, LOG AND TREE LAPS APPROXIMATELY PARALLEL TO TOE OF FILL SLOPE WITH SOME OF THE HEAVIER MATERIALS BEING PLACED ON TO TO PROPERLY SECURE THE BARRIER AS DETAILED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED OR PERMITTED BY THE ENGINEER.
3. TO ALLOW WATER TO SEEP THROUGH BRUSH BARRIER, INTERMINGLE THE BRUSH, LOG AND TREE LAPS SO AS NOT TO FORM A SOLID DAM.
4. THE BRUSH BARRIER MAY BE CHOKED WITH FILTER FABRIC. THE COST OF FABRIC TO BE INCLUDED IN OTHER ITEMS BID.
5. TEMPORARY BRUSH BARRIER WILL NOT BE MEASURED FOR SEPARATE PAYMENT.

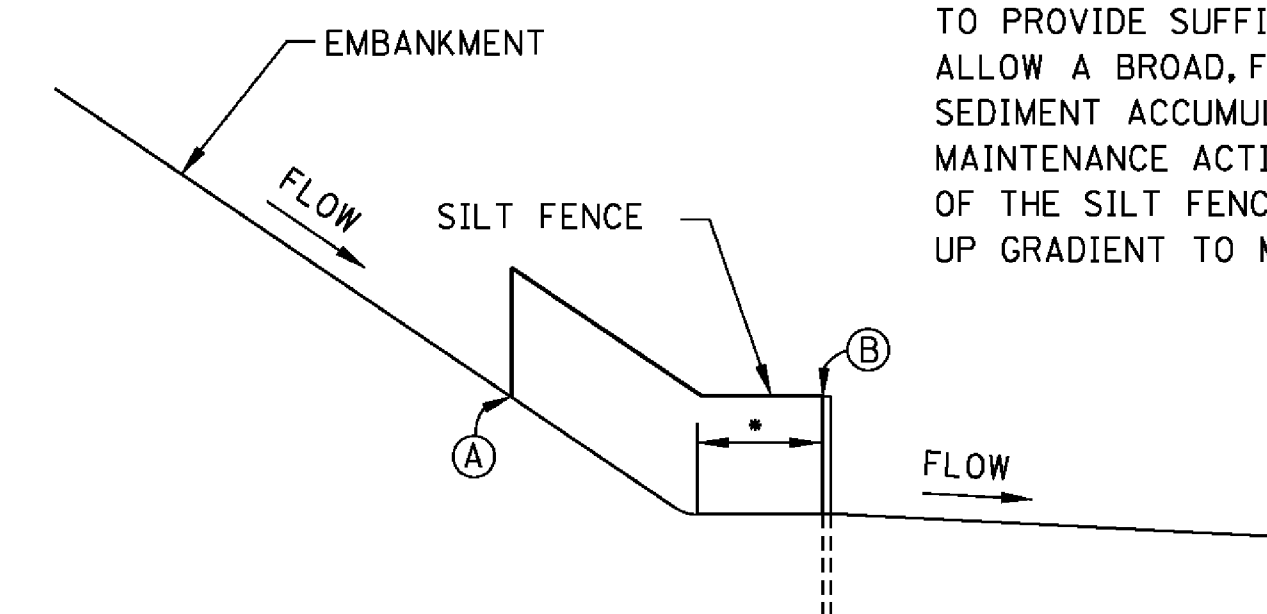
NOTE: ANCHOR AND INSTALL SILT FENCE PER DETAILS SHOWN ON WK. NO. ECD-3



"J-HOOK" SILT FENCE APPLICATION



"SMILE-CONFIGURATION" SILT FENCE APPLICATION

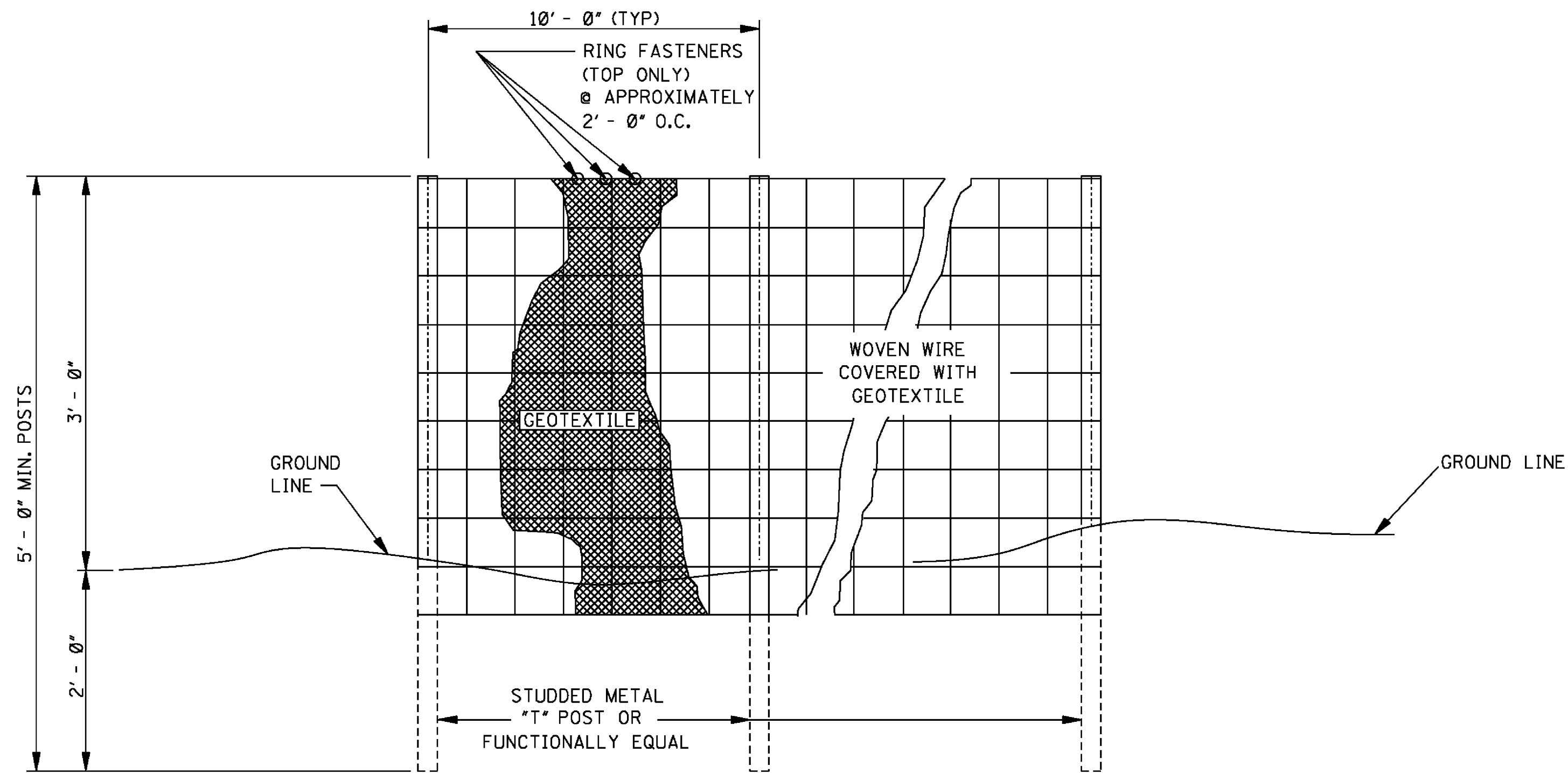


**SILT FENCE SECTION AT
TOE OF FILL**

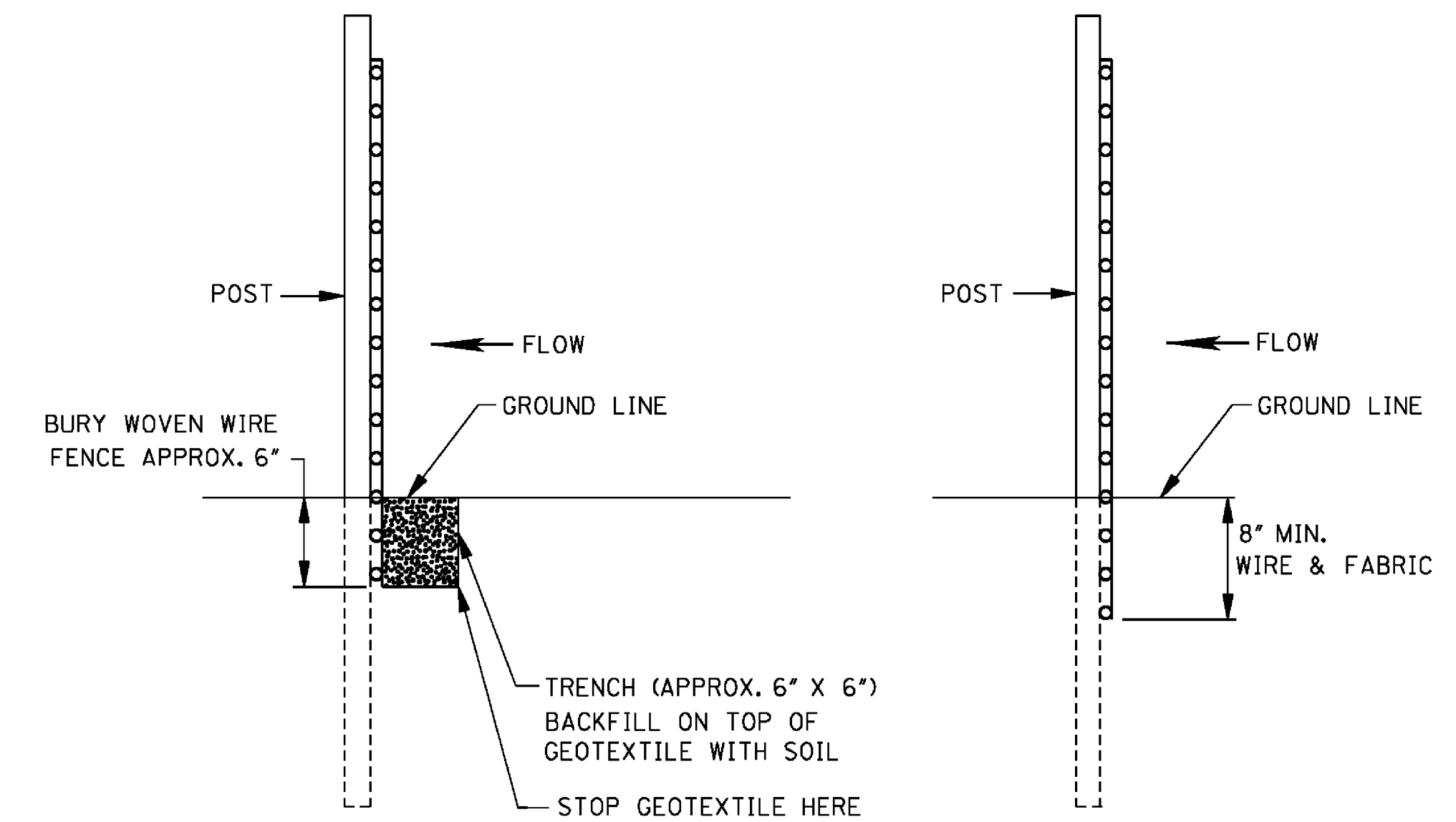
- SILT FENCE SHOULD BE LOCATED AWAY FROM THE TOE OF THE SLOPE TO PROVIDE SUFFICIENT SPACE TO ALLOW A BROAD, FLAT AREA FOR SEDIMENT ACCUMULATION AND MAINTENANCE ACTIVITIES. THE ENDS OF THE SILT FENCE SHOULD BE TURNED UP GRADIENT TO MAXIMIZE STORAGE.

[illegible]

STATE	PROJECT NO.
MISS.	



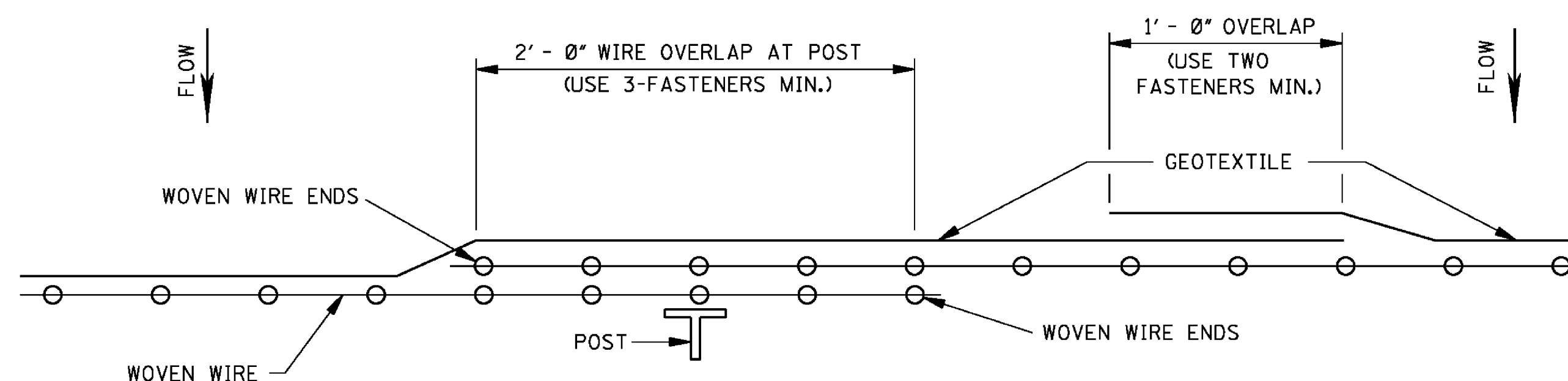
ELEVATION VIEW



METHOD II

MECHANICAL INSTALLATION

SIDE VIEW



PLAN VIEW

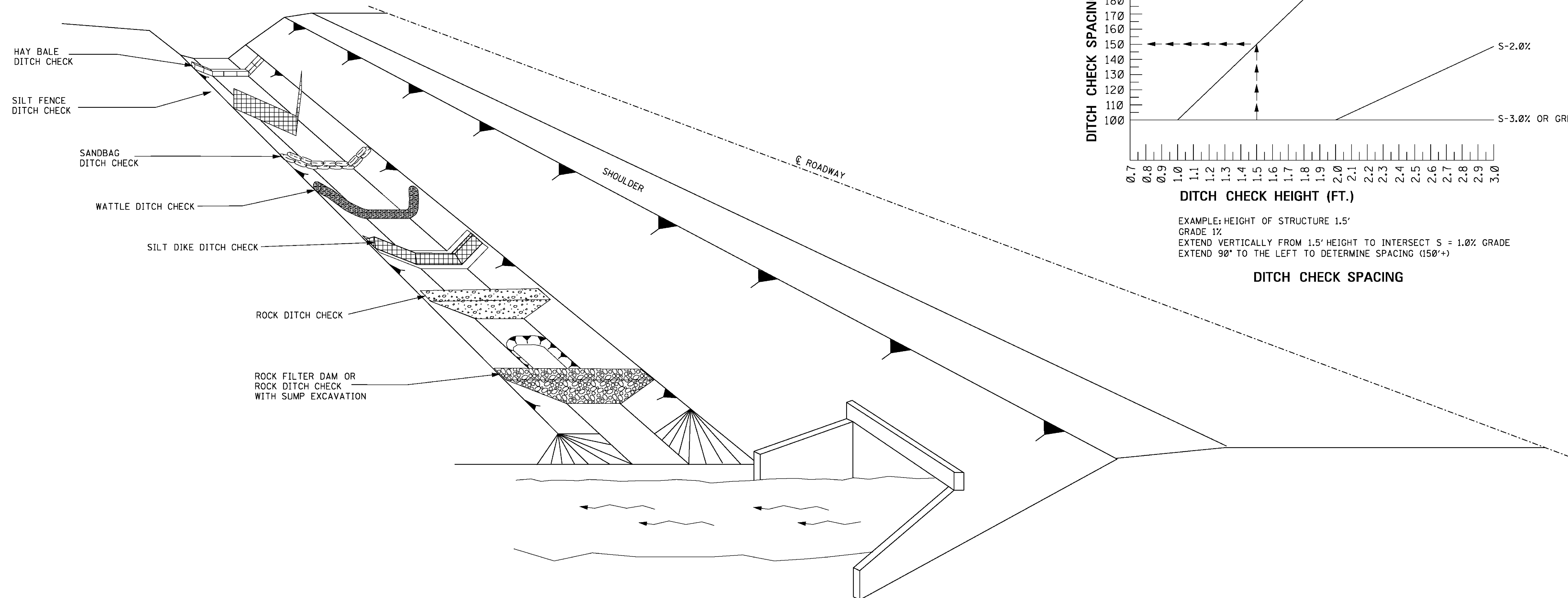
REQUIRED LAPPING

- GENERAL NOTES:

1. SILT FENCES SHOULD BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHOULD BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STEAMS AND CHANNELS.
3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
4. WHENEVER POSSIBLE SILT FENCE SHOULD BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AND FACILITATES SEDIMENTATION.
5. THE CONTRACTOR MAY ELECT TO USE EITHER METHOD I OR METHOD II. COST TO BE LINEAR FEET OF SILT FENCE.
6. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF DETAIL.
7. WIRE SHALL BE A MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
8. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATION MAY BE USED WITHOUT WIRE FENCE.

			BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
			REVISION	
			DATE	DETAILS OF SILT FENCE INSTALLATION  WORKING NUMBER ECD-3
				ISSUE DATE: <u>AUGUST 01, 2017</u>
				SHEET NUMBER 6103

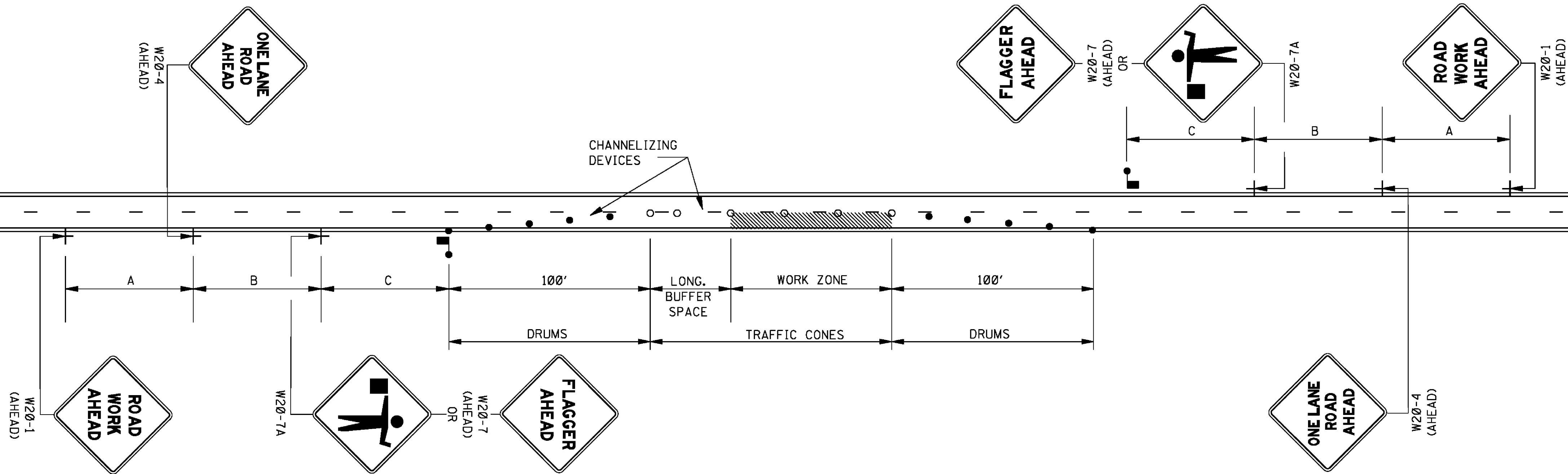
STATE	PROJECT NO.
MISS.	



GENERAL NOTES:

1. THE DITCH CHECK PERSPECTIVE ILLUSTRATES A TOOL BOX OF TEMPORARY PRACTICES THAT MAY BE USED. DITCH CHECKS ARE INSTALLED TO CONTROL RUNOFF VELOCITY AND THUS REDUCE EROSION AND PROVIDE FOR TRAPPING OF SEDIMENTS.
2. SELECTION OF THE APPROPRIATE DITCH CHECK SHOULD BE A FUNCTION OF CONSTRUCTION PHASE, DRAINAGE AREA, DITCH GRADIENT, SOIL TYPE, ECONOMY AND SAFETY.
3. DITCH CHECKS CAN BE REMOVED FOR MAINTENANCE AND/OR REPLACEMENT BUT MUST REMAIN IN PLACE UNTIL UPSLOPE AREAS HAVE BEEN PERMANENTLY STABILIZED. MAINTENANCE INCLUDES REMOVAL OF SEDIMENT BEGINNING WHEN SEDIMENT ACCUMULATION REACHES $\frac{1}{2}$ THE CAPACITY OR HEIGHT OF THE STRUCTURE AND NEVER ALLOWING FOR SEDIMENT TO ACCUMULATE MORE THAN $\frac{1}{2}$ THE VOLUME OR HEIGHT OF THE DITCH CHECK STRUCTURE.
4. HAY BALES SHOULD BE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
5. SILT FENCE DITCH CHECKS SHOULD BE USED WHERE IT HAS BEEN DETERMINED THAT HAY BALE CHECKS ARE INADEQUATE. SILT FENCE DITCH CHECKS SHOULD BE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
6. SANDBAG DITCH CHECKS SHOULD BE USED FOR VELOCITY REDUCTION AND MINIMAL SEDIMENT TRAPPING IN CONCRETE PAVED DITCHES OR IN DITCHES THAT HAVE ROCK BOTTOMS.
7. WATTLE DITCH CHECKS CAN BE USED FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.
8. SILT DIKES CAN BE USED IN DITCHES WITH CONCENTRATED FLOWS WITHIN THE CLEAR ZONE WHERE RIPRAP CAN NOT BE USED. AS CONSTRUCTION PROGRESSES.
9. ROCK DITCH CHECKS WITH SUMP EXCAVATION CAN BE PLACED IN DITCHES TO ASSURE ON-SITE SEDIMENT TRAPPING REQUIREMENTS ARE MET. DITCH CHECK WITH SUMP EXCAVATION IS USED WHEN DITCHES RECEIVE DRAINAGE FROM CUT OR FILL SLOPES OR OTHER CRITICAL AREAS WHERE SOIL EROSION IS EXPECTED. DRAINAGE AREA FOR A TEMPORARY SEDIMENT TRAP SHOULD BE LIMITED TO 3 ACRES. THEY CAN BE USED IN SERIES TO INCREASE ON-SITE SEDIMENT TRAPPING EFFICIENCY.
10. DITCH CHECKS, IN NO CASE, SHALL BE PLACED IN LIVE STREAMS.
11. CONFIGURATION AND SPACING MAY BE ADJUSTED IF APPROVED BY THE ENGINEER TO ACCOMMODATE TRAVELWAY SAFETY, WATER FLOW, OR SOIL AND INSTALLATION CHALLENGES.

			BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN <i>DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS</i>	 WORKING NUMBER ECD-4
			REVISION		
			DATE	ISSUE DATE: AUGUST 01, 2017	



GENERAL NOTES:

1. THE LOCATION OF CHANNELIZING DEVICES AND THE WORK AREA LAYOUT SHALL BE BASED ON THE CRITERIA IN THE FOLLOWING TABLE. FLAGGER STATIONS SHALL BE LOCATED SUCH THAT APPROACHING VEHICLES WILL HAVE SUFFICIENT DISTANCE TO STOP. VALUES IN STOPPING SIGHT DISTANCE COLUMN MAY BE USED AS A MINIMUM FOR THIS DISTANCE.

POSTED SPEED AND/OR DESIGN SPEED	MAXIMUM CHANNELIZING DEVICE SPACING (ft)		LONGITUDINAL BUFFER SPACE (ft)	STOPPING SIGHT DISTANCE
	TAPER	ALONG LANE LINE & WORK ZONE		
mph				
25	20	50	55	155
30	20	60	85	200
35	20	70	120	250
40	20	80	170	305
45	20	90	220	360
50	20	100	280	425
55	20	110	335	495
60	20	120	415	570
65	20	130	485	645

† NOTE: BUFFER SPACE MAY BE ADJUSTED AS NEEDED ACCORDING TO ROADWAY GEOMETRY TO MEET SIGHT DISTANCE REQUIREMENTS, AS DIRECTED BY THE ENGINEER.

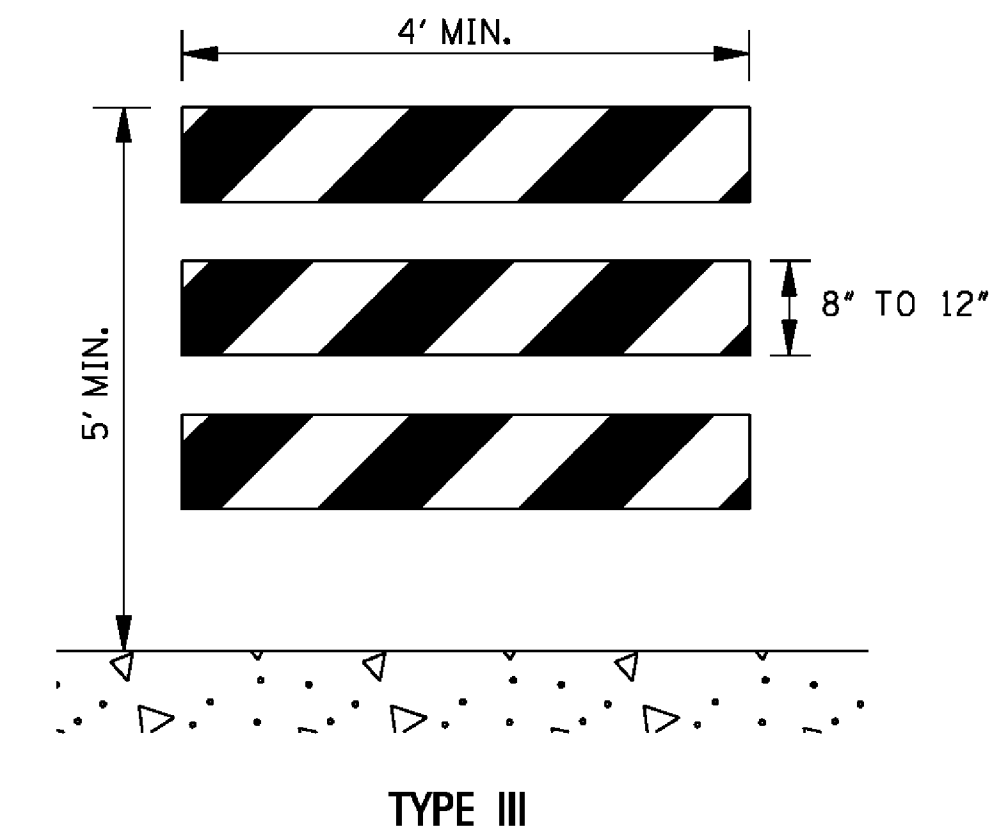
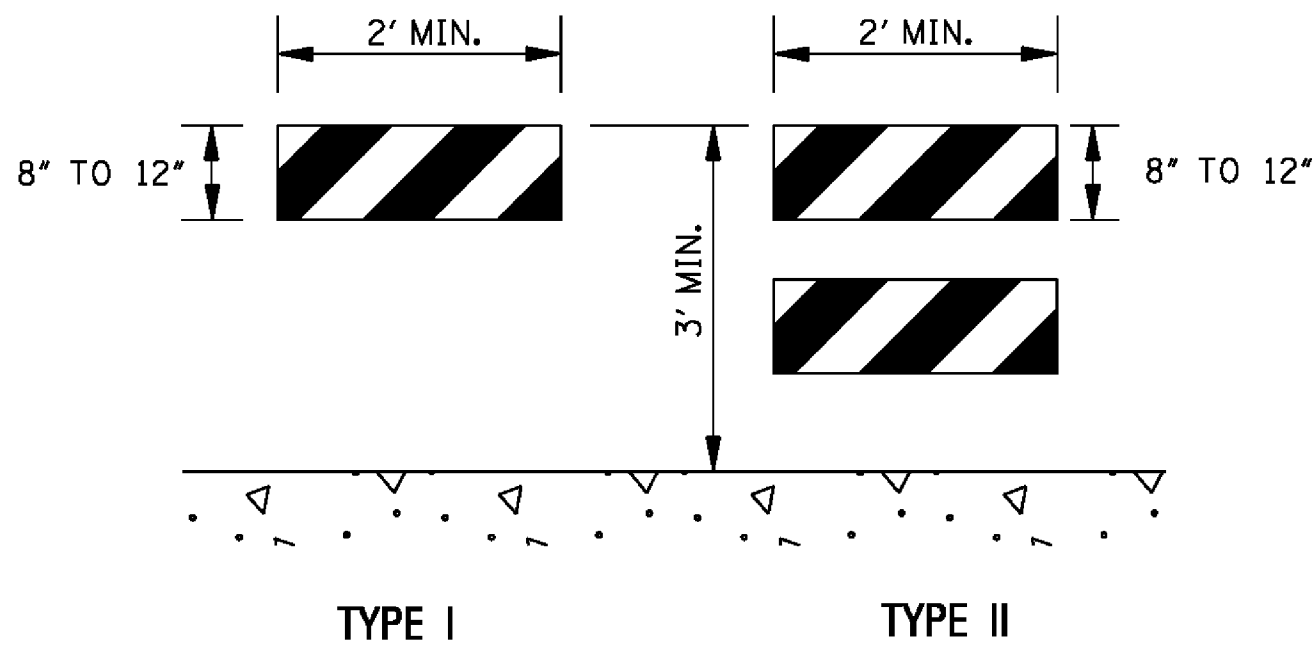
2. ALL CHANNELIZING DEVICES SHALL BE A MINIMUM OF 28" IN HEIGHT.
3. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 36" x 36" AND BLACK COPY ON FLUORESCENT ORANGE SHEETING.
4. WHEN WORK ZONE IS NO LONGER NEEDED, ALL SIGNS SHALL BE COVERED OR REMOVED AND ALL CHANNELIZING DEVICES SHALL BE MOVED TO THE SHOULDER EDGE.
5. ADDITIONAL FLAGGERS MAY BE NEEDED AS DIRECTED BY THE ENGINEER.
6. WHEN WORK IS REQUIRED AT NIGHT, FLAGGER STATIONS SHALL BE ILLUMINATED.
7. CHANNELIZING DEVICE TYPES FOR:
A. APPROACH AND EXIT TAPERS- RETROREFLECTIVE PLASTIC DRUMS
B. ALONG LANE LINE AND WORK ZONE- TRAFFIC CONES (28" HEIGHT)
8. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK SHALL BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.

LEGEND

- FLAGGER
- RETROREFLECTIVE FREE-STANDING PLASTIC DRUMS
- TRAFFIC CONES (28" HEIGHT MINIMUM)

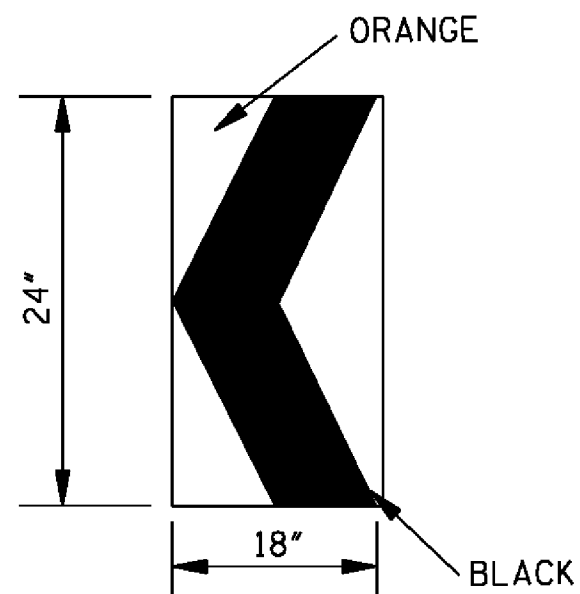
DISTANCE BETWEEN SIGNS			
ROAD TYPE	A	B	C
URBAN (35 MPH OR LESS)	100 FT.	100 FT.	100 FT.
URBAN (40 - 70 MPH)	350 FT.	350 FT.	350 FT.
RURAL	500 FT.	500 FT.	500 FT.
EXPRESSWAY / FREEWAY	1000 FT.	1500 FT.	2640 FT.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	TRAFFIC CONTROL PLAN WITH FLAGGER (ONE-LANE CLOSURE OF TWO-WAY TRAFFIC)
				DATE	ISSUE DATE: AUGUST 01, 2017
					MDOT WORKING NUMBER TCP-1 SHEET NUMBER 6351



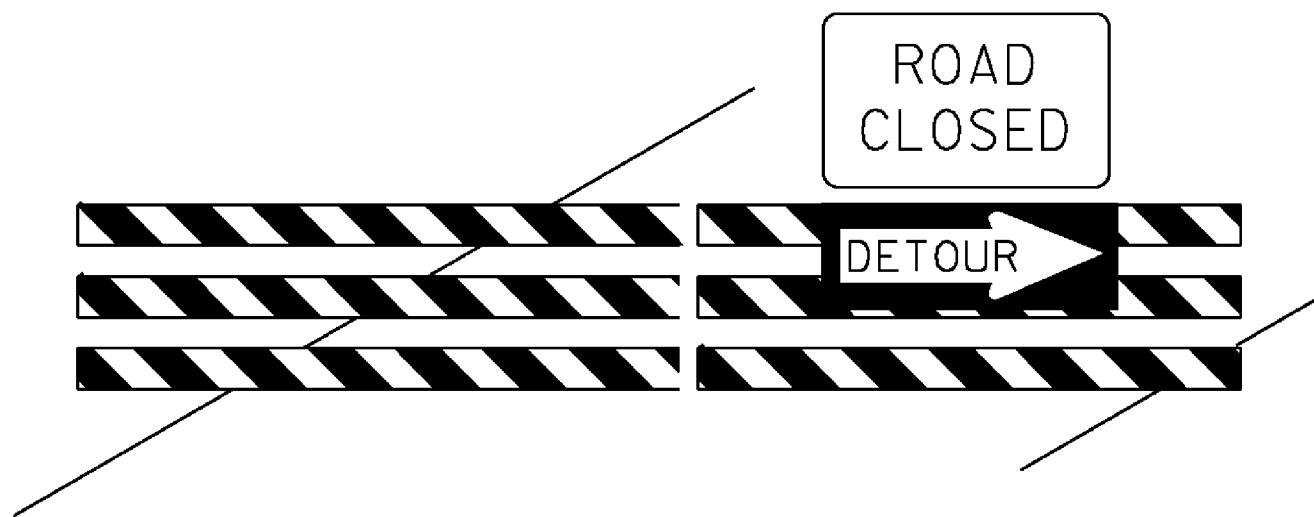
STANDARD BARRICADES

1. THE MARKING FOR BARRICADE RAILS SHALL BE ORANGE AND WHITE (SLOPING DOWNWARD AT AN ANGLE OF 45° IN THE DIRECTION TRAFFIC IS TO PASS).
2. RAIL STRIPE SHOULD BE 6 INCHES, EXCEPT THAT 4-INCH WIDE STRIPES MAY BE USED IF RAIL LENGTHS ARE LESS THAN 36 INCHES.
3. DO NOT PLACE SANDBAGS OR OTHER DEVICES TO PROVIDE MASS ON THE BOTTOM RAIL THAT WILL BLOCK VIEW OR RAIL FACE.
4. FOR ADDITIONAL INFORMATION OR DETAILS, SEE MUTCD, LATEST EDITION.
5. BARRICADES ARE CLASSIFIED BY FHWA AS CATEGORY II WORK ZONE DEVICES WHICH REQUIRE CRASHWORTHINESS ACCEPTANCE LETTERS. TO DATE, 2-IN. THICK TIMBER RAILS HAVE NOT BEEN SUCCESSFULLY CRASH TESTED. A LIST OF CRASHWORTHY BARRICADES AND OTHER CATAGORY II DEVICES CAN BE FOUND ON FHWA'S WEBSITE:
http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/cat2.cfm



CHEVRON SIGN DETAIL

1. A CHEVRON SIGN CONSISTS OF A BLACK CHEVRON TYPE MARKING ON AN ORANGE BACKGROUND AND SHALL POINT IN THE DIRECTION OF TRAFFIC FLOW.
2. THE CHEVRON SIGN SHALL BE MOUNTED ON CRASHWORTHY SUPPORT.
3. CHEVRON SIGNS MAY BE USED TO SUPPLEMENT OTHER STANDARD DEVICES WHERE ONE OR MORE LANES ARE CLOSED FOR CONSTRUCTION OR MAINTENANCE. THEY SHOULD BE PLACED APPROXIMATELY 2'-0" BEHIND THE LANE TRANSITION STRIPE.



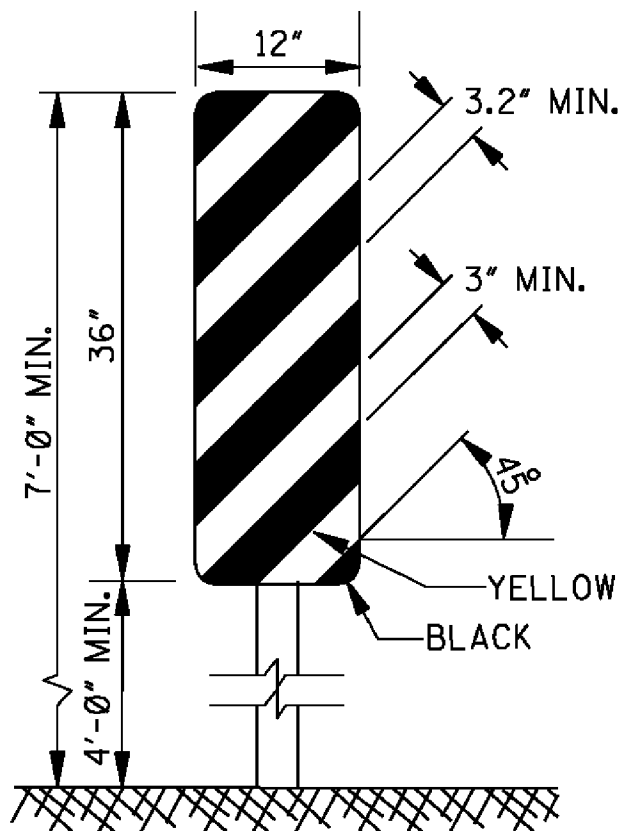
BARRICADE CLOSING A ROAD

BARRICADE CHARACTERISTICS

	I	II	III
WIDTH OF RAIL * *	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.
LENGTH OF RAIL* *	24" MIN.	24" MIN.	48" MIN.
WIDTH OF STRIPE *	6"	6"	6"
HEIGHT	36" MIN.	36" MIN.	60" MIN.
NUMBER OF RETROREFLECTORIZED RAIL FACES	2 (ONE EACH DIRECTION)	4 (TWO EACH DIRECTION)	3 IF FACING TRAFFIC IN ONE DIRECTION 6 IF FACING TRAFFIC IN TWO DIRECTIONS

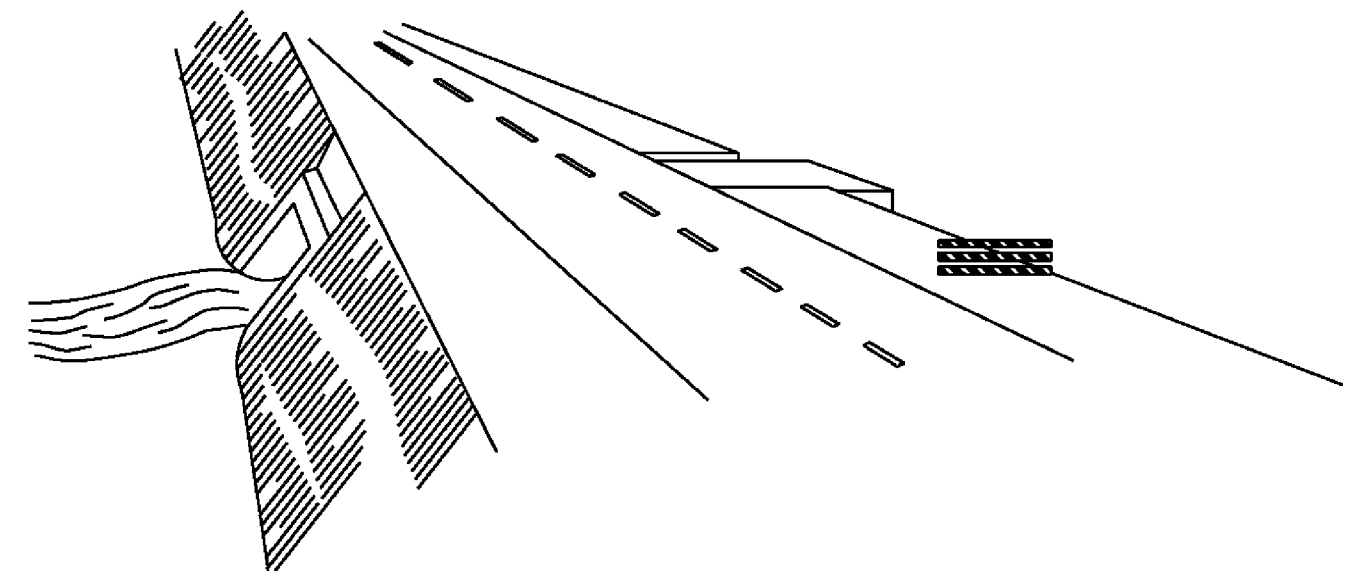
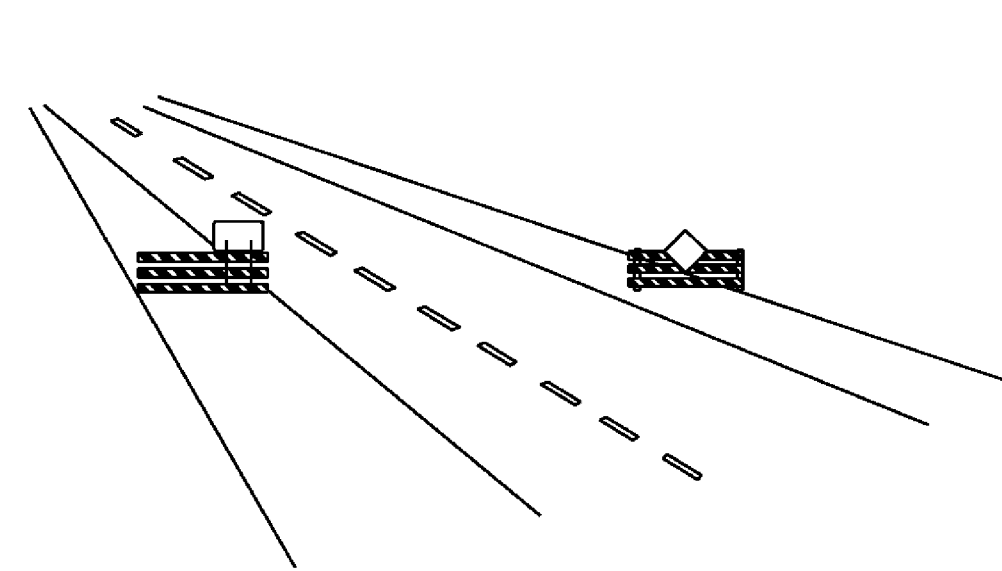
* 1. FOR RAILS LESS THAN 36" LONG, 4" WIDE STRIPES MAY BE USED.

** 2. BARRICADES INTENDED FOR USE ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH SPEED ROADWAYS, SHALL HAVE A MINIMUM OF 270 in² OF REFLECTIVE AREA FACING TRAFFIC.



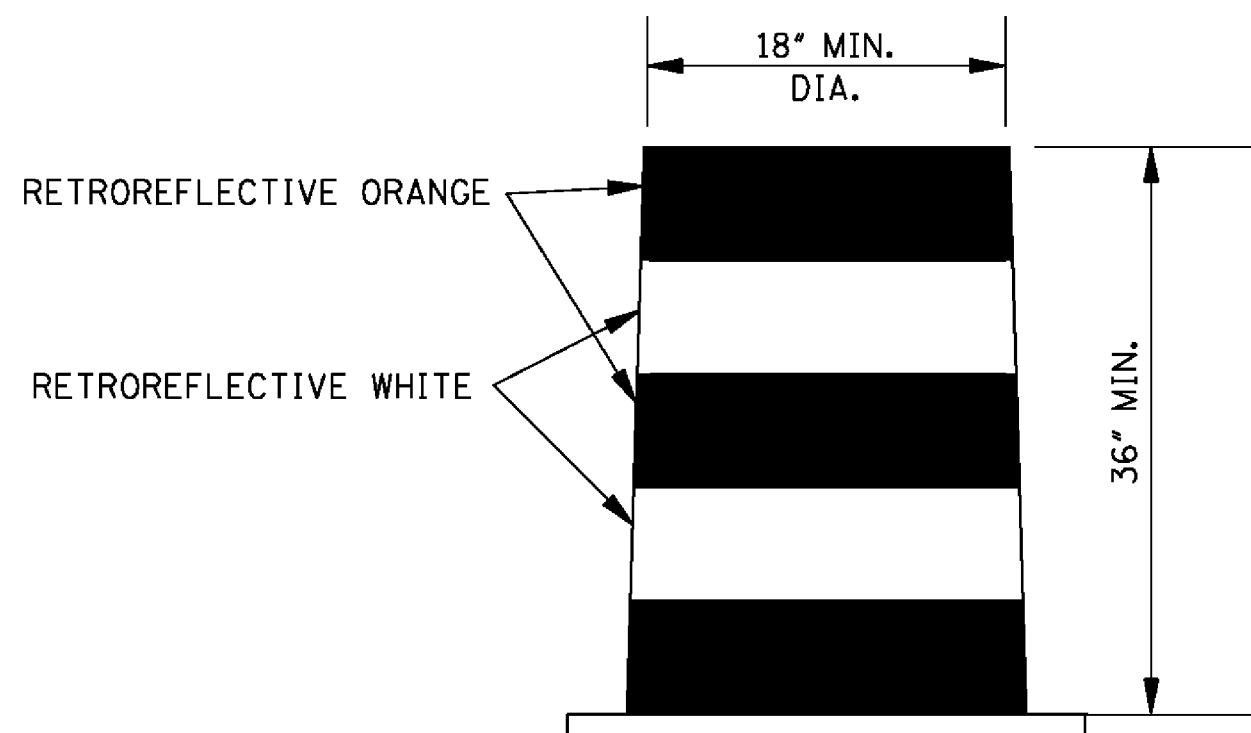
TYPE 3 OBJECT MARKER (OM-3R)

1. TYPE 3 OBJECT MARKERS SHALL BE USED AT ALL EXPOSED BRIDGE ABUTMENTS AND AT OTHER LOCATIONS AS DEEMED NECESSARY BY THE ENGINEER.
2. THE OM-3R IS SHOWN. THE OM-3L IS SIMILAR EXCEPT THE STRIPES SLOPE DOWNWARD FROM THE UPPER LEFT SIDE TO THE LOWER RIGHT SIDE AND SHALL BE PLACED ON THE LEFT SIDE OF THE OBJECT.
3. THE INSIDE EDGE OF THE MARKER SHALL BE IN LINE WITH THE INNER EDGE OF THE OBSTRUCTION.



WING BARRICADES

1. WING BARRICADES ARE TYPE III BARRICADES ERECTED ON THE SHOULDER ON ONE OR BOTH SIDES OF THE PAVEMENT TO GIVE THE SENSATION OF A NARROWING OR RESTRICTED ROADWAY. WING BARRICADES MAY BE USED AS A MOUNTING FOR THE ADVANCE WARNING SIGNS OR FLASHERS.
2. WING BARRICADES SHOULD BE USED:
A. IN ADVANCE OF A CONSTRUCTION PROJECT EVEN WHEN NO PART OF THE ROADWAY IS ACTUALLY CLOSED.
B. IN ADVANCE OF ALL BRIDGE OR CULVERT WIDENING OPERATIONS.



PLASTIC DRUM STRIPING DETAIL

1. PLASTIC DRUMS SHALL BE ON END AND USED AS AN EXPEDIENT METHOD FOR TRAFFIC CHANNELIZATION. THE COLOR AND MARKING OF DRUMS SHALL BE CONSISTENT WITH MARKING STANDARDS FOR BARRICADE. THE PREDOMINANT COLOR ON DRUMS SHALL BE ORANGE WITH FOUR (4) RETROREFLECTIVE, HORIZONTAL, CIRCUMFERENTIAL STRIPES (2 ORANGE & 2 WHITE) 6" WIDE.
2. DRUMS SHOULD NEVER BE PLACED IN THE ROADWAY WITHOUT WARNING SIGNS.
3. WHERE PRACTICAL PLASTIC DRUMS SHOULD BE PLACED NO CLOSER THAN 3'-0" FROM THE EDGE OF TRAVELED LANE.

					BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
					REVISION	HIGHWAY SIGN AND BARRICADE DETAILS FOR CONSTRUCTION PROJECTS
					DATE	ISSUE DATE: AUGUST 01, 2017
						MDOT WORKING NUMBER TCP-8 SHEET NUMBER 6358



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, October 8, 2019

Re: Approve plans and specifications and authorize publication of Advertisement for Bids for four (4) bus stop locations.
File Number: 2019-193
Minute Book #

Summary

Approve plans and specifications and authorize publication of Advertisement for Bids for four (4) bus stop locations.

Recommendation Statement

Approve plans and specifications and authorize publication of Advertisement for Bids for four (4) bus stop locations.

Please place this on the October 8, 2019 City Council meeting for consideration.

HATTIESBURG BUS STOPS

CITY OF HATTIESBURG

HATTIESBURG, MISSISSIPPI

FORREST COUNTY

MAYOR

TOBY BARKER

CHIEF ADMINISTRATIVE OFFICER

ANN JONES

ENGINEERING DIRECTOR

LAMAR RUTLAND, P.E.

DIRECTOR OF URBAN DEVELOPMENT

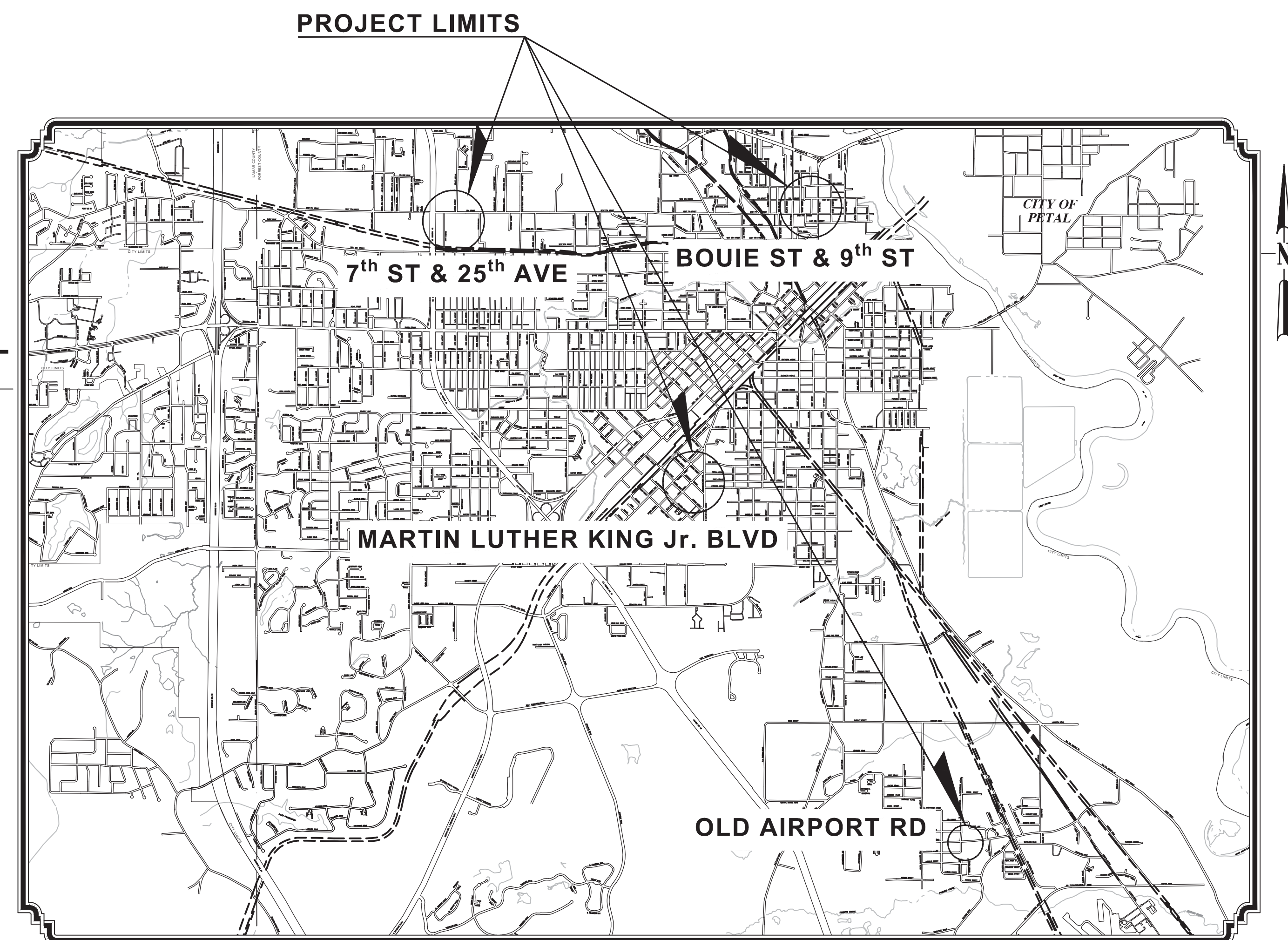
ANDREW ELLARD

COUNCIL MEMBERS

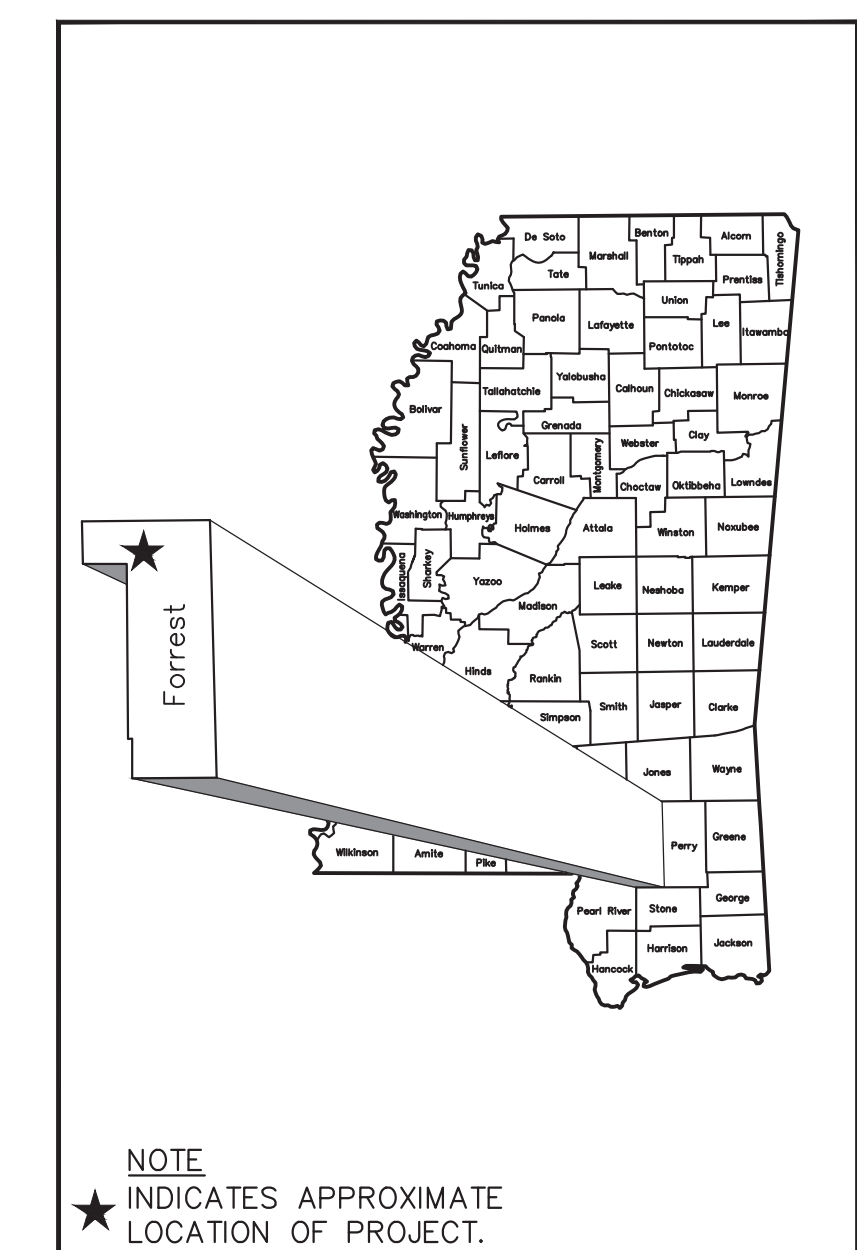
JEFFREY GEORGE	WARD 1
DEBORAH D. DELGADO	WARD 2
CARTER CARROLL	WARD 3
MARY DRYDEN	WARD 4
NICHOLAS BROWN	WARD 5

UTILITIES

CITY OF HATTIESBURG
MISSISSIPPI POWER
AT&T
SPIRE
COMCAST CABLE



VICINITY MAP
PROJECT LOCATION



PREPARED BY :



GEOFFREY P. CROSBY, P.E.
MISSISSIPPI LICENSE NO. 19984

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 STORM DRAINAGE STRUCTURES SHALL BE CAST-IN-PLACE.

9. FLUORESCENT ORANGE SHEETING SHALL BE USED ON ALL CONSTRUCTION AND TRAFFIC CONTROL SIGNS EXCEPT FOR THOSE DESIGNATED IN PLANS TO BE BLACK LEGEND AND BORDER ON WHITE BACKGROUND.

10. THE CONTRACTOR IS TO REMOVE AND RESET ANY SIGNS AND MAILBOXES WHICH CONFLICT WITH CONSTRUCTION (NOT A SEPARATE PAY ITEM).

11. THE LOCATION AND SPACING OF SIGNS SHOWN ON THE TRAFFIC CONTROL PLAN ARE APPROXIMATE AND MAY BE ADJUSTED AS NECESSARY TO FIT FIELD CONDITIONS.

12. ALL POST LENGTHS FOR SIGNS SHALL BE VERIFIED IN THE FIELD PRIOR TO FABRICATION.

13. SOME WORK MAY BE REQUIRED OUTSIDE THE PROJECT LIMITS BEYOND THE B.O.P. AND E.O.P. NO ADDITIONAL COMPENSATION WILL BE MADE FOR SUCH WORK EXCEPT AS PROVIDED BY SPECIFIC PAY ITEMS SHOWN ON THE PLANS.

14. ALL SIGNS, SIGNALS, PAVEMENT MARKINGS AND TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).

15. ALL RAISED OBJECTS SHALL BE PLACED A MINIMUM OF 2 FEET BEHIND THE FACE OF CURB.

16. CONTRACTOR SHALL MAKE THE APPLICATION FOR POWER SERVICE, COORDINATING WITH UTILITY COMPANY, IN ADVANCE OF REQUIRING THE ELECTRICAL SERVICE.

17. 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.

18. 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.

19. THE CONTRACTOR SHALL COORDINATE HIS WORK WITH OTHER CONTRACTOR'S TO FACILITATE TIE-INS TO OTHER CONTRACTOR'S WORK, WHERE FEASIBLE AND PRACTICABLE.

20. 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.

21. 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.

22. 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).

23. REMOVAL OF EXISTING AND TEMPORARY TRAFFIC STRIPING, TRAFFIC CONTROL SIGNS AND BARRICADES SHALL BE ABSORBED UNDER PAY ITEM 618-A, MAINTENANCE OF TRAFFIC.

24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE UTILITY COMPANIES IF ANY UTILITY POLES NEED TO BE SUPPORTED DURING CONSTRUCTION (COST ABSORBED).

25. THE CONTRACTOR SHALL REPAIR FENCES, RETAINING WALLS, GATES, SODDING, LANDSCAPING, ETC. DAMAGED DURING OVERALL CONSTRUCTION (COST ABSORBED).

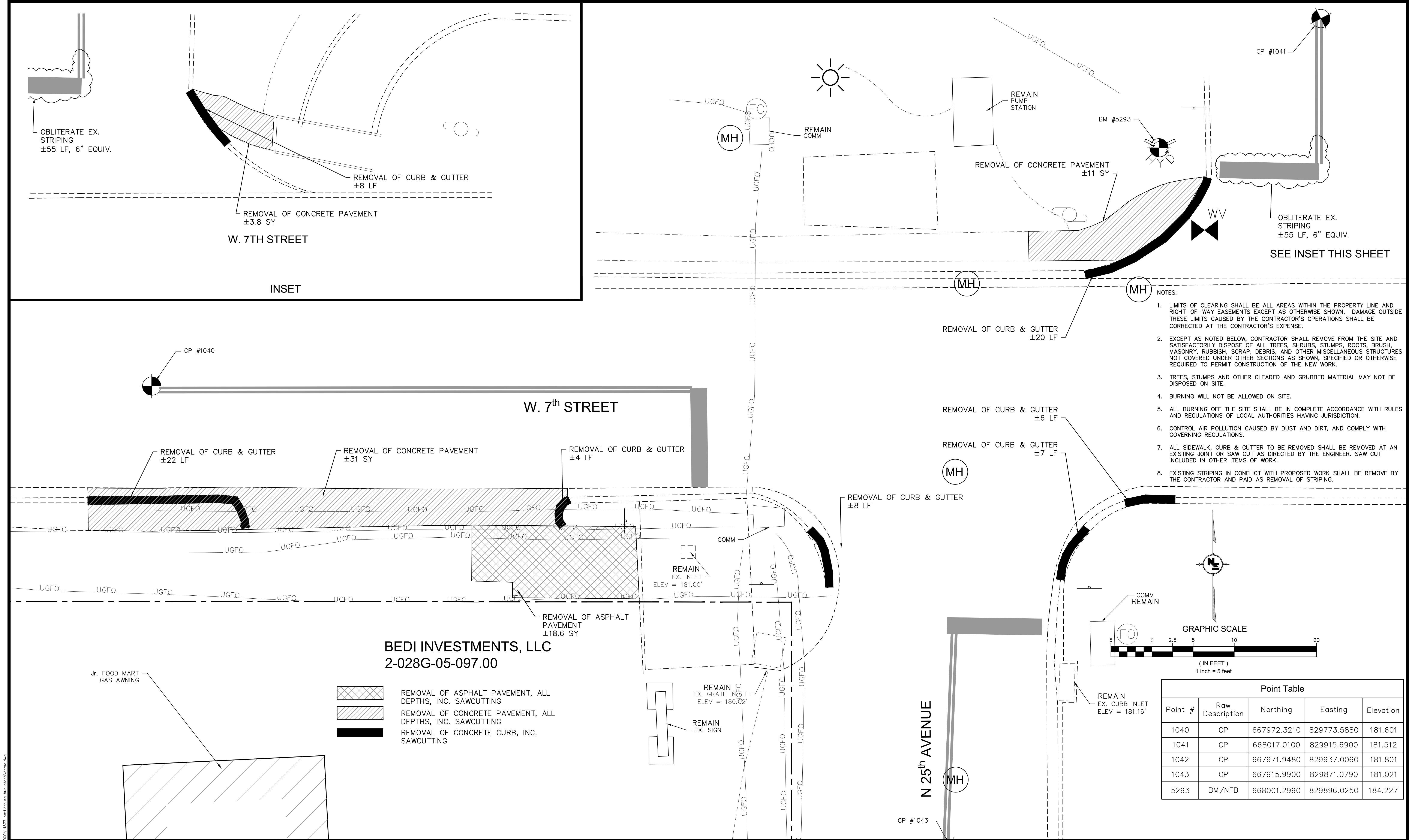
26. THE EROSION CONTROL DEVICES REFERENCED IN THESE PLANS ARE A MINIMUM RESPONSIBILITY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SILT DOES NOT LEAVE THE RIGHT OF WAY OR CONTAMINATE WATERS OF THE U.S. DURING CONSTRUCTION. THE CONTRACTOR SHALL SUBMIT AN EROSION CONTROL PLAN PRIOR TO COMMENCEMENT OF WORK AND MAINTAIN THE PLAN DURING CONSTRUCTION.

27. CONTRACTOR SHALL PROVIDE ADA ACCESS DURING CONSTRUCTION IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.

28. THE CONTRACTOR SHALL TRIM ALL LIMBS TO A VERTICAL CLEARANCE OF 8 FEET OF THE PROPOSED SIDEWALK.

DESCRIPTION OF SHEET	WKG. NO.	SHT. NO.
TITLE SHEET (1)		1
DETAILED INDEX & GENERAL NOTES (1)		
INDEX & GENERAL NOTES	GN-1	2
DEMOLITION SHEETS (4)		
EXISTING CONDITIONS AND DEMOLITION PLAN - W. 7TH STREET & 25TH AVENUE	DEMO-1	3
EXISTING CONDITIONS AND DEMOLITION PLAN - BOUIE STREET & E. 9TH STREET	DEMO-2	4
EXISTING CONDITIONS AND DEMOLITION PLAN - MARTIN LUTHER KING JR. BOULEVARD & RUBY AVENUE	DEMO-3	5
EXISTING CONDITIONS AND DEMOLITION PLAN - OLD AIRPORT ROAD & S. HATTIESBURG AVENUE	DEMO-4	6
PLAN SHEETS (4)		
PLAN SHEET - W. 7TH STREET & 25TH AVENUE	PP-1	7
PLAN SHEET - BOUIE STREET & E. 9TH STREET	PP-2	8
PLAN SHEET - MARTIN LUTHER KING JR. BOULEVARD & RUBY AVENUE	PP-3	9
PLAN SHEET - OLD AIRPORT ROAD & S. HATTIESBURG AVENUE	PP-4	10
SPECIAL DESIGN SHEETS (9)		
EROSION CONTROL PLAN	ECP-1	11
EROSION CONTROL PLAN 2	ECP-2	12
DETAILS	DET-1	13
DETAILS 2	DET-2	14
TYPICAL TEMPORARY EROSION CONTROL APPLICATIONS	DET-3	15
DETAILS OF SILT FENCE INSTALLATION	DET-4	16
DETAILS OF EROSION CONTROL WATTLE DITCH CHECK	DET-5	17
HIGHWAY SIGN & BARRICADE DETAILS	DET-6	18
DRIVEWAYS, CURB & GUTTER & SIDEWALK	DET-7	19
TRAFFIC CONTROL DETAILS	TCP-1	20
TOTAL NUMBER OF SHEETS (20)		

NOTICE TO DRAWING HOLDER NEEL-SCHAFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		HATTIESBURG BUS STOPS			INDEX & GENERAL NOTES	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 14877				WORKING NUMBER:	DRAWING NUMBER:
					FILENAME: GENERAL NOTES.dwg					
					SCALE: NTS					
					SURVEYED BY: Clearpoint Engineers	CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY			GN-1	2
					DSGN: GPC DATE: 2/2019					
					DRWN: JSH DATE: 2/2019					
					CHKD: DATE:					
					QA/QC: DATE:					



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				DSGN: GPC	DATE: 2/2019
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				CHKD:	DATE:
				QA/QC:	DATE:

HATTIESBURG BUS STOPS

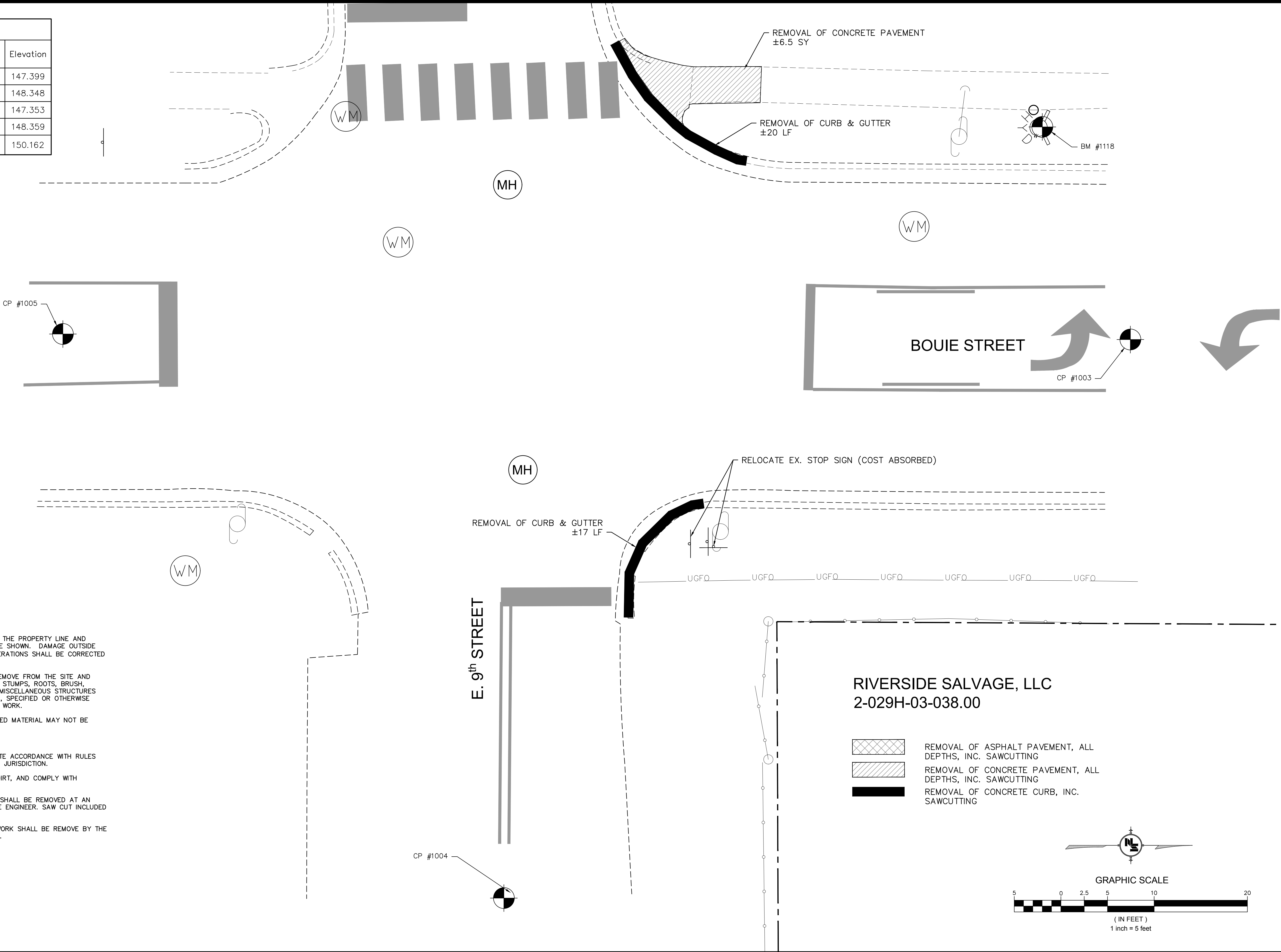
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



EXISTING CONDITIONS AND DEMOLITION
W. 7TH STREET & 25TH AVENUE

WORKING NUMBER: DEMO-1	DRAWING NUMBER: 3
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Point Table				
Point #	Raw Description	Northing	Easting	Elevation
1002	CP	668883.8770	842471.7750	147.399
1003	CP	668956.9920	842536.7150	148.348
1004	CP	668889.8060	842596.6360	147.353
1005	CP	668842.5230	842536.1230	148.359
1118	BM/NFB/FH	668947.5520	842513.9010	150.162



- NOTES:
- LIMITS OF CLEARING SHALL BE ALL AREAS WITHIN THE PROPERTY LINE AND RIGHT-OF-WAY EASEMENTS EXCEPT AS OTHERWISE SHOWN. DAMAGE OUTSIDE THESE LIMITS CAUSED BY THE CONTRACTOR'S OPERATIONS SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
 - EXCEPT AS NOTED BELOW, CONTRACTOR SHALL REMOVE FROM THE SITE AND SATISFACTORILY DISPOSE OF ALL TREES, SHRUBS, STUMPS, ROOTS, BRUSH, MASONRY, RUBBISH, SCRAP, DEBRIS, AND OTHER MISCELLANEOUS STRUCTURES NOT COVERED UNDER OTHER SECTIONS AS SHOWN, SPECIFIED OR OTHERWISE REQUIRED TO PERMIT CONSTRUCTION OF THE NEW WORK.
 - TREES, STUMPS AND OTHER CLEARED AND GRUBBED MATERIAL MAY NOT BE DISPOSED ON SITE.
 - BURNING WILL NOT BE ALLOWED ON SITE.
 - ALL BURNING OFF THE SITE SHALL BE IN COMPLETE ACCORDANCE WITH RULES AND REGULATIONS OF LOCAL AUTHORITIES HAVING JURISDICTION.
 - CONTROL AIR POLLUTION CAUSED BY DUST AND DIRT, AND COMPLY WITH GOVERNING REGULATIONS.
 - ALL SIDEWALK, CURB & GUTTER TO BE REMOVED SHALL BE REMOVED AT AN EXISTING JOINT OR SAW CUT AS DIRECTED BY THE ENGINEER. SAW CUT INCLUDED IN OTHER ITEMS OF WORK.
 - EXISTING STRIPING IN CONFLICT WITH PROPOSED WORK SHALL BE REMOVE BY THE CONTRACTOR AND PAID AS REMOVAL OF STRIPING.

NOTICE TO DRAWING HOLDER

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				CHKD:	DATE:
				QA/QC:	DATE:

HATTIESBURG BUS STOPS

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



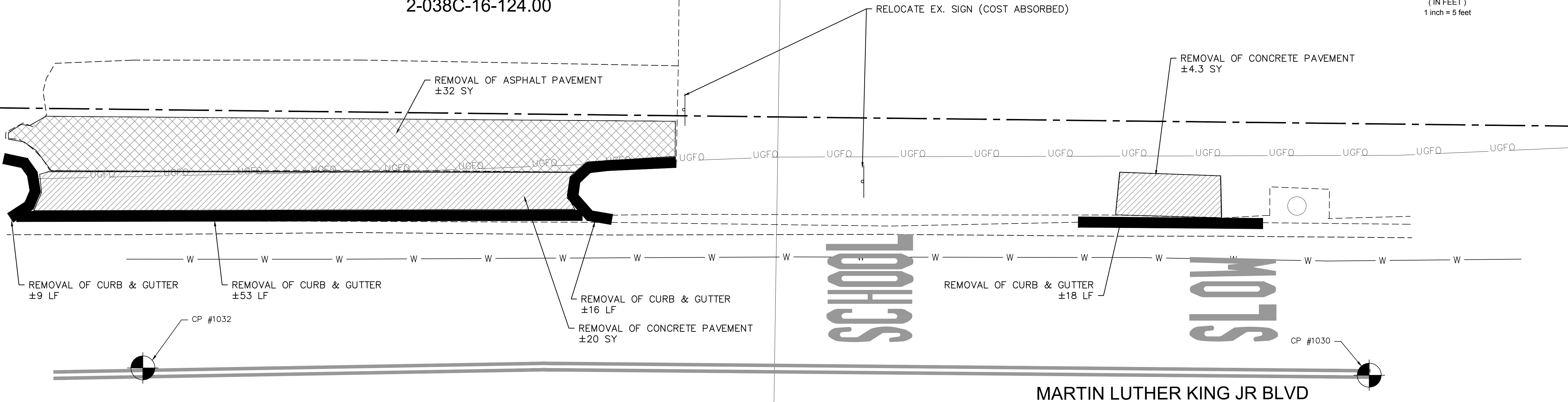
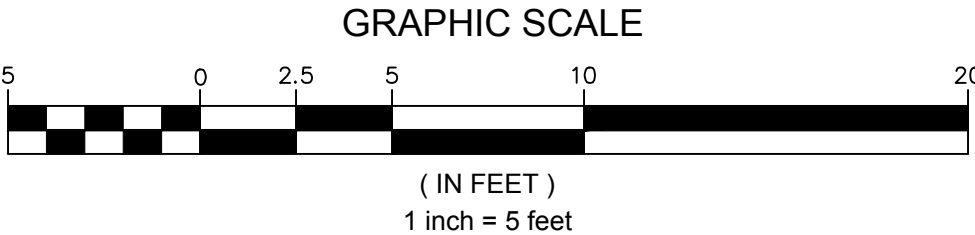
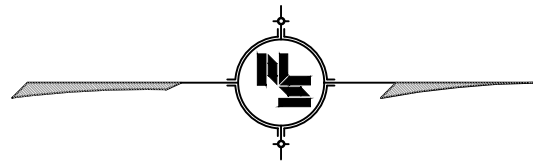
EXISTING CONDITIONS AND DEMOLITION
BOUIE STREET & E. 9TH STREET

WORKING NUMBER: DEMO-2	DRAWING NUMBER: 4
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Point Table				
Point #	Row Description	Northing	Easting	Elevation
1030	CP	658954.3550	838687.7800	187.252
1032	CP	658839.5630	838687.0960	186.429
1033	CP	658877.2620	838731.0450	185.395
4204	BM/NFB	658896.4000	838710.5650	187.576

CITY OF HATTIESBURG
2-038C-16-124.00



- REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS, INC. SAWCUTTING
- REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS, INC. SAWCUTTING
- REMOVAL OF CONCRETE CURB, INC. SAWCUTTING

- NOTES:
- LIMITS OF CLEARING SHALL BE ALL AREAS WITHIN THE PROPERTY LINE AND RIGHT-OF-WAY EASEMENTS EXCEPT AS OTHERWISE SHOWN. DAMAGE OUTSIDE THESE LIMITS CAUSED BY THE CONTRACTOR'S OPERATIONS SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
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HATTIESBURG BUS STOPS

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



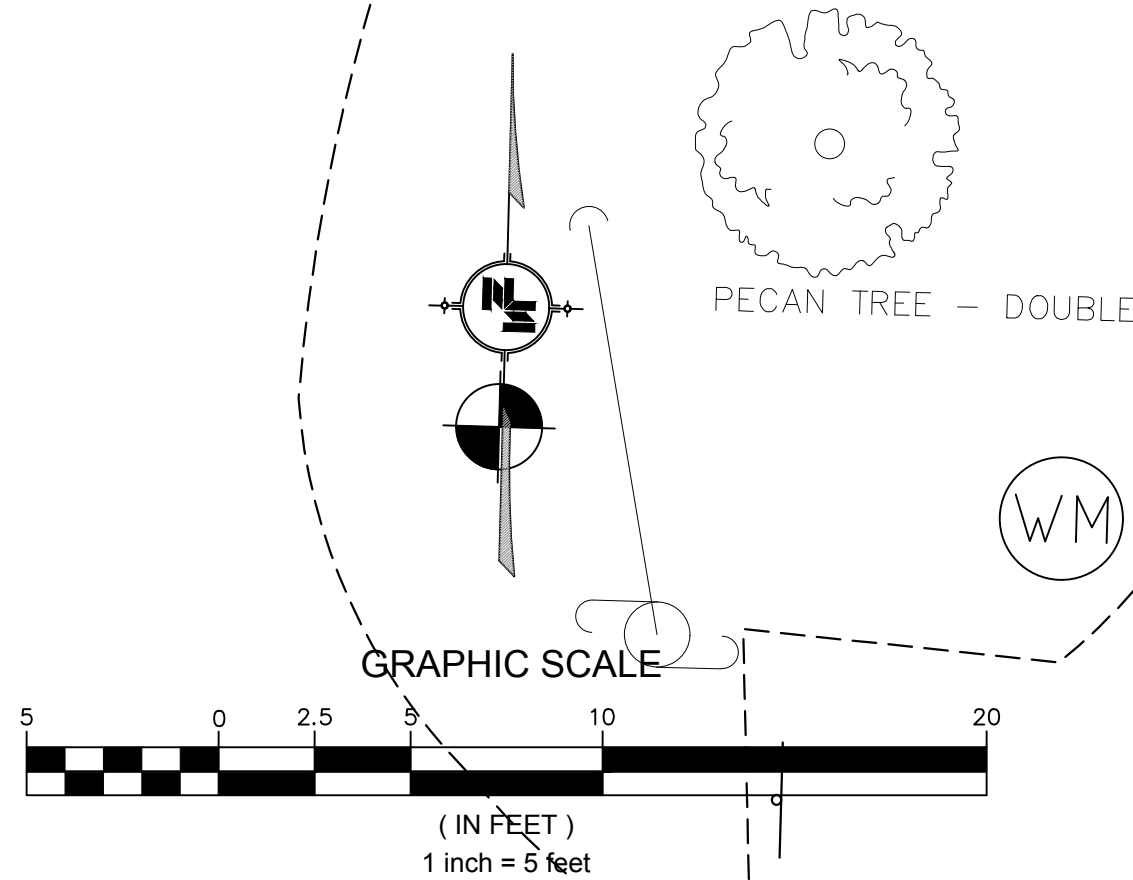
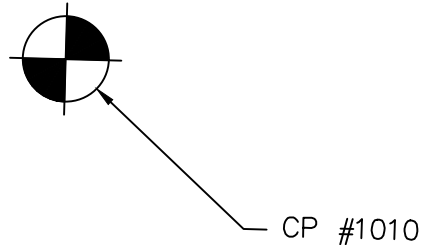
EXISTING CONDITIONS AND
DEMOLITION
MARTIN LUTHER KING JR.
BOULEVARD & RUBY AVENUE

WORKING NUMBER: DEMO-3	DRAWING NUMBER: 5
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NOTES:

1. LIMITS OF CLEARING SHALL BE ALL AREAS WITHIN THE PROPERTY LINE AND RIGHT-OF-WAY EASEMENTS EXCEPT AS OTHERWISE SHOWN. DAMAGE OUTSIDE THESE LIMITS CAUSED BY THE CONTRACTOR'S OPERATIONS SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
2. EXCEPT AS NOTED BELOW, CONTRACTOR SHALL REMOVE FROM THE SITE AND SATISFACTORILY DISPOSE OF ALL TREES, SHRUBS, STUMPS, ROOTS, BRUSH, MASONRY, RUBBISH, SCRAP, DEBRIS, AND OTHER MISCELLANEOUS STRUCTURES NOT COVERED UNDER OTHER SECTIONS AS SHOWN, SPECIFIED OR OTHERWISE REQUIRED TO PERMIT CONSTRUCTION OF THE NEW WORK.
3. TREES, STUMPS AND OTHER CLEARED AND GRUBBED MATERIAL MAY NOT BE DISPOSED ON SITE.
4. BURNING WILL NOT BE ALLOWED ON SITE.
5. ALL BURNING OFF THE SITE SHALL BE IN COMPLETE ACCORDANCE WITH RULES AND REGULATIONS OF LOCAL AUTHORITIES HAVING JURISDICTION.
6. CONTROL AIR POLLUTION CAUSED BY DUST AND DIRT, AND COMPLY WITH GOVERNING REGULATIONS.
7. ALL SIDEWALK, CURB & GUTTER TO BE REMOVED SHALL BE REMOVED AT AN EXISTING JOINT OR SAW CUT AS DIRECTED BY THE ENGINEER. SAW CUT INCLUDED IN OTHER ITEMS OF WORK.
8. EXISTING STRIPING IN CONFLICT WITH PROPOSED WORK SHALL BE REMOVE BY THE CONTRACTOR AND PAID AS REMOVAL OF STRIPING.

-  REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS, INC. SAWCUTTING
-  REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS, INC. SAWCUTTING
-  REMOVAL OF CONCRETE CURB, INC. SAWCUTTING



OLD AIRPORT ROAD

REMOVAL OF CONCRETE PAVEMENT
±4 SY

RELOCATE EX. SIGN (COST ABSORBED)
8' CLEARANCE REQ'D FROM BOTTOM OF
SIGN TO TOP OF SIDEWALK

REMOVAL OF CONCRETE PAVEMENT
±61 SY

BOURN RAYFORD L &
ALBERTA C TRUSTEE
2-042E-26-065.00

RELOCATE EX. SIGN (COST ABSORBED)

Point Table				
Point #	Row Description	Northing	Easting	Elevation
1010	CP	646671.9040	847280.3180	166.222
1011	CP	646724.8330	847367.8600	165.638
1012	CP	646678.3360	847416.3900	166.153
2081	BM/NFB/FH	646649.5240	847343.4720	167.432

EX. DITCH

EX. DITCH

CP #1013

NOTICE TO DRAWING HOLDER

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

REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 14877	
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				SCALE: 1" = 5'	
				SURVEYED BY: Clearpoint Engineers	
				DSGN: GPC	DATE: 2/2019
				DRWN: JSH	DATE: 2/2019
				CHKD:	DATE:
				QA/QC:	DATE:

HATTIESBURG BUS STOPS

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

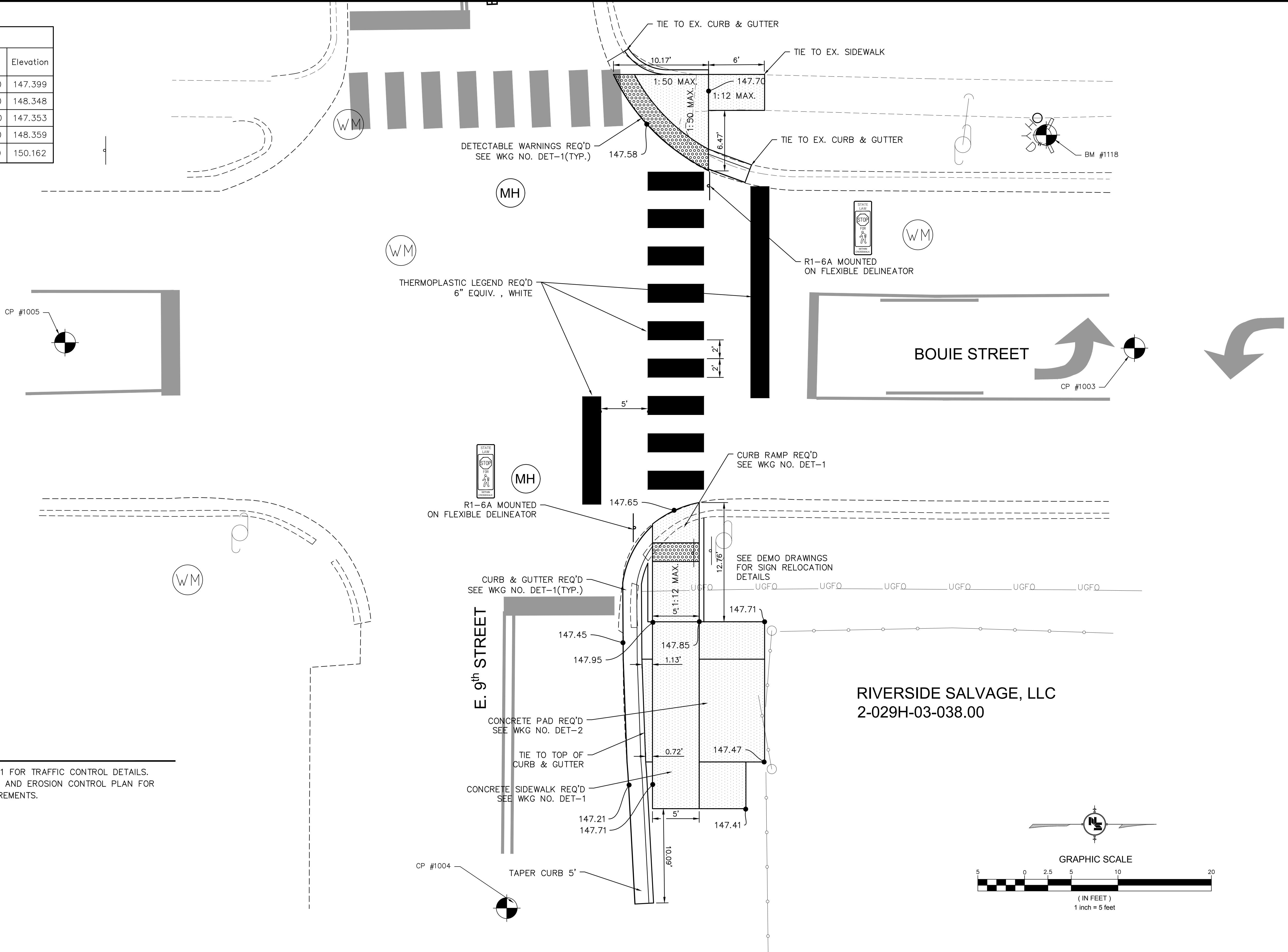


EXISTING CONDITIONS AND
DEMOLITION
OLD AIRPORT ROAD &
S. HATTIESBURG AVENUE

WORKING NUMBER:
DEMO-4

DRAWING NUMBER:
6

Point Table				
Point #	Raw Description	Northing	Easting	Elevation
1002	CP	668883.8770	842471.7750	147.399
1003	CP	668956.9920	842536.7150	148.348
1004	CP	668889.8060	842596.6360	147.353
1005	CP	668842.5230	842536.1230	148.359
1118	BM/NFB/FH	668947.5520	842513.9010	150.162



NOTES:

1. SEE WKG NO. TCP-1 FOR TRAFFIC CONTROL DETAILS.
2. SEE DEMO SHEETS AND EROSION CONTROL PLAN FOR ADDITIONAL REQUIREMENTS.

NOTICE TO DRAWING HOLDER

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REVISIONS				DRAWING INFORMATION	
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				DRWN:	JSH DATE: 2/2019
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HATTIESBURG BUS STOPS

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



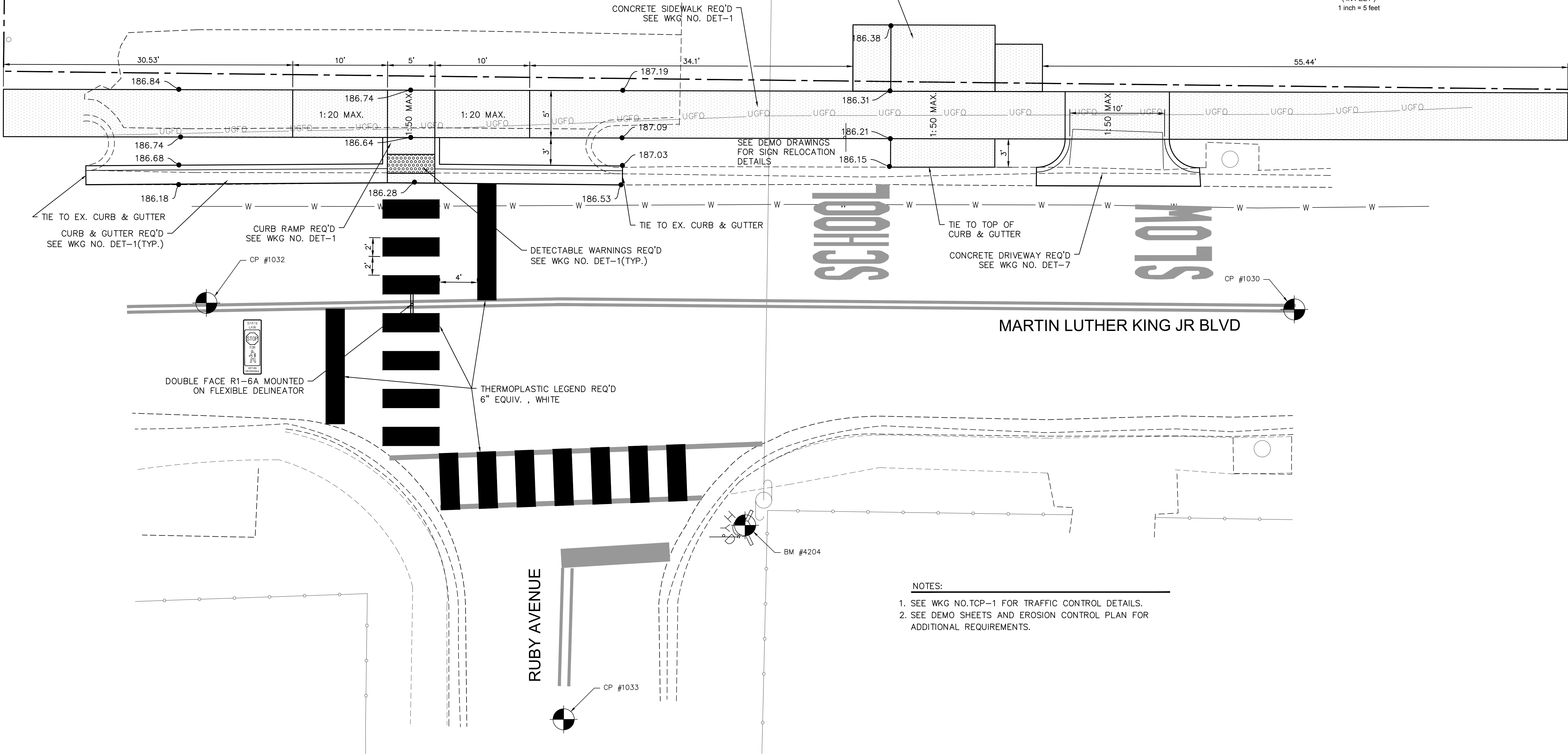
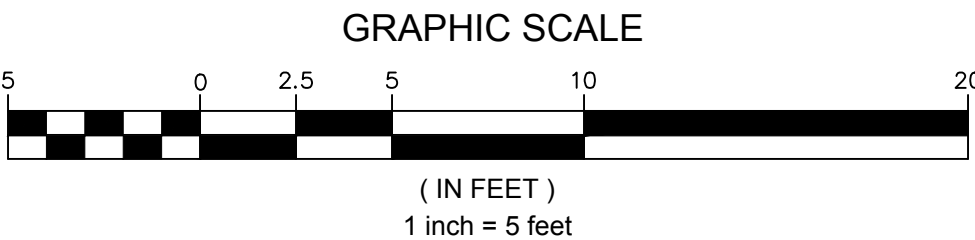
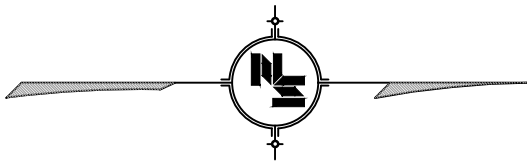
PLAN VIEW
BOUIE STREET & E. 9TH STREET

WORKING NUMBER:
PP-2

DRAWING NUMBER:
8

Point Table				
Point #	Raw Description	Northing	Easting	Elevation
1030	CP	658954.3550	838687.7800	187.252
1032	CP	658839.5630	838687.0960	186.429
1033	CP	658877.2620	838731.0450	185.395
4204	BM/NFB	658896.4000	838710.5650	187.576

CITY OF HATTIESBURG
2-038C-16-124.00



- NOTES:
1. SEE WKG NO.TCP-1 FOR TRAFFIC CONTROL DETAILS.
 2. SEE DEMO SHEETS AND EROSION CONTROL PLAN FOR ADDITIONAL REQUIREMENTS.

8/26/2018 12:07 PM C:\Users\jsh\OneDrive\Documents\2-038C-16-124.00\14877 Hattiesburg Bus Stops.dwg

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.

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				FILENAME:	PP.dwg
				SCALE:	1" = 5'
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				DRWN:	JSH DATE: 2/2019
				CHKD:	DATE:
				QA/QC:	DATE:

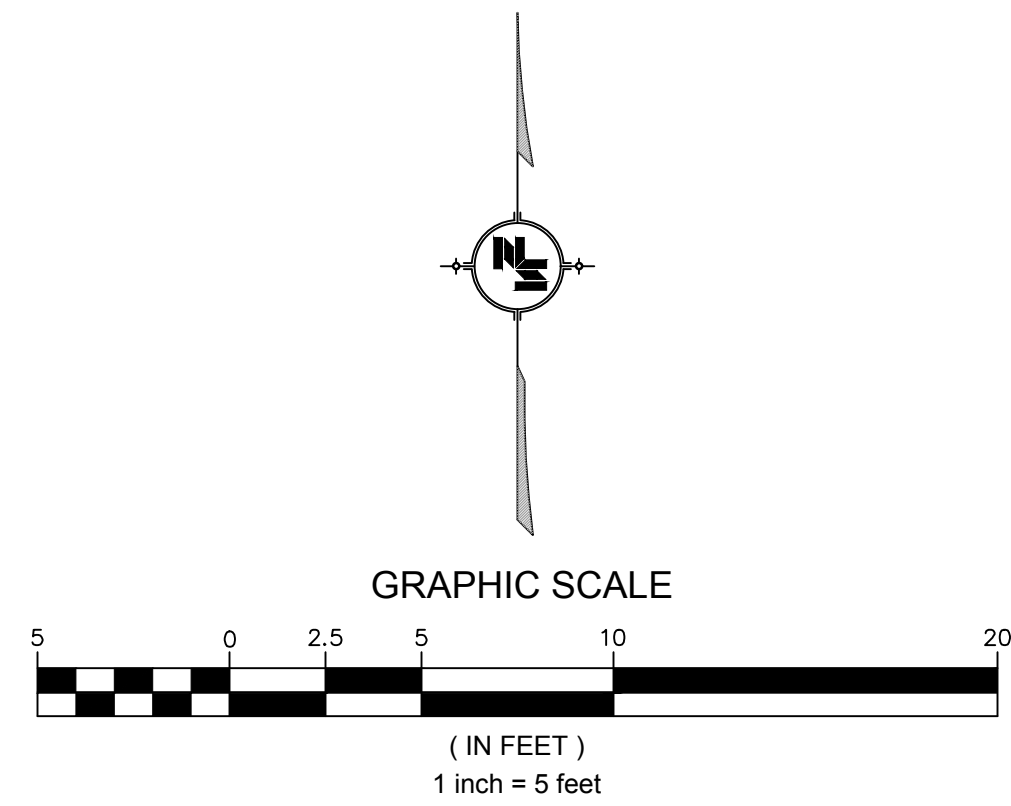
HATTIESBURG BUS STOPS

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

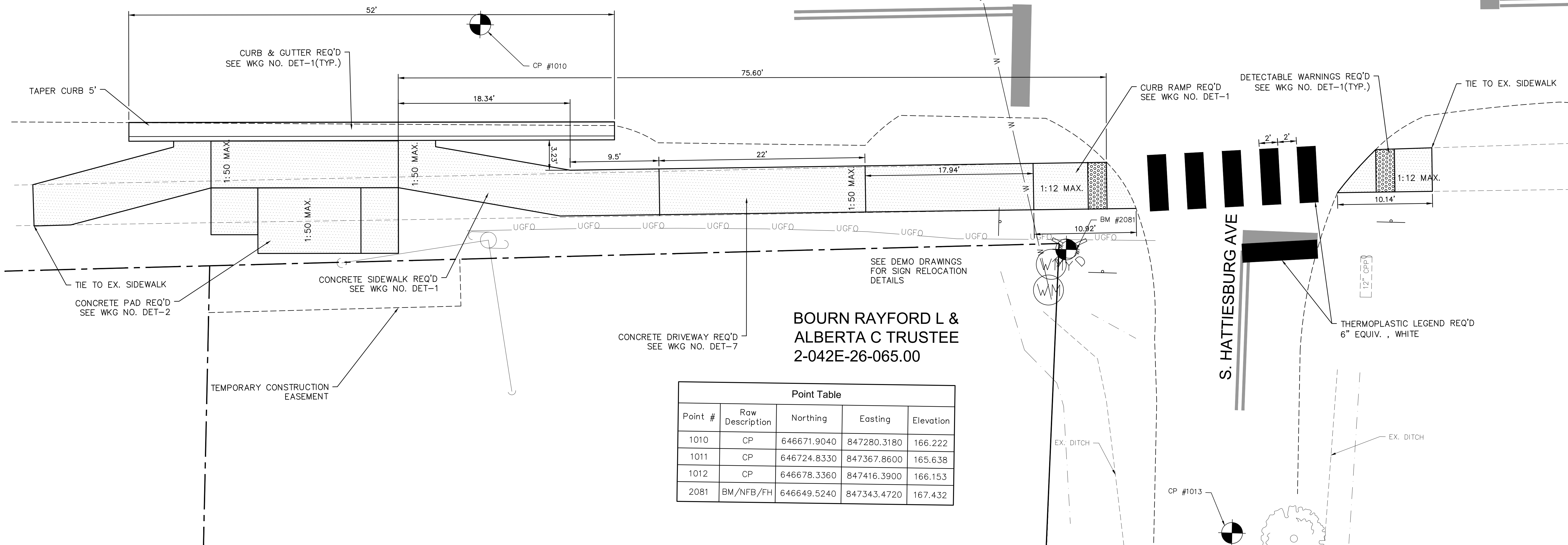


PLAN VIEW
MARTIN LUTHER KING JR.
BOULEVARD & RUBY AVENUE

WORKING NUMBER:	DRAWING NUMBER:
PP-3	9



- NOTES:
1. SEE WKG NO.TOP-1 FOR TRAFFIC CONTROL DETAILS.
 2. SEE DEMO SHEETS AND EROSION CONTROL PLAN FOR ADDITIONAL REQUIREMENTS.



Point Table				
Point #	Row Description	Northing	Easting	Elevation
1010	CP	646671.9040	847280.3180	166.222
1011	CP	646724.8330	847367.8600	165.638
1012	CP	646678.3360	847416.3900	166.153
2081	BM/NFB/FH	646649.5240	847343.4720	167.432

9/20/2018 11:03 AM C:\vol_35\projects\14000\14877 hattiesburg bus stops\pp.dwg

NOTICE TO DRAWING HOLDER

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REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.:	14877
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				DRWN:	JSH DATE: 2/2019
				CHKD:	DATE:
				QA/QC:	DATE:

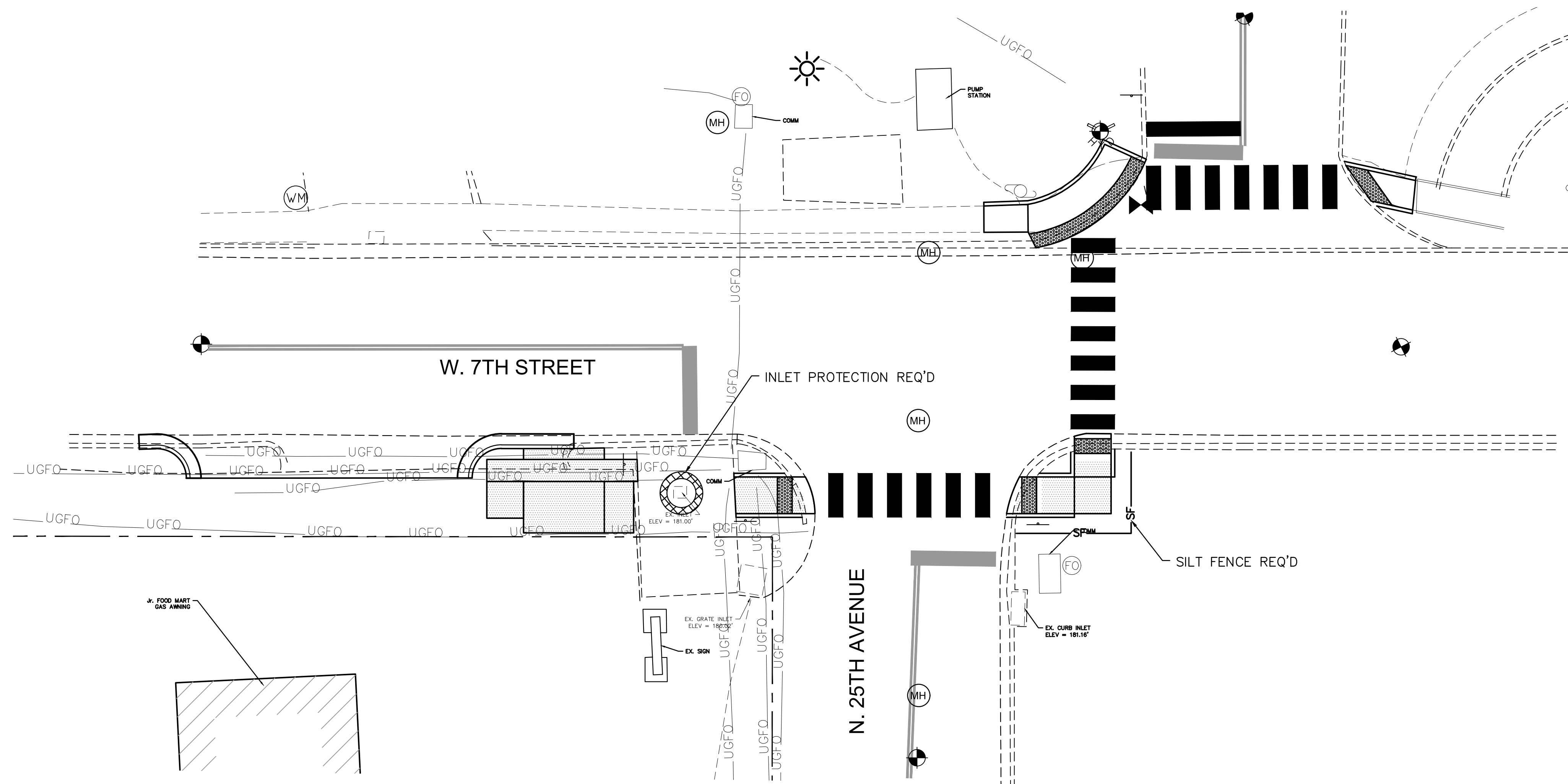
HATTIESBURG BUS STOPS

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



PLAN VIEW
OLD AIRPORT ROAD &
S. HATTIESBURG AVENUE

WORKING NUMBER:	DRAWING NUMBER:
PP-4	10

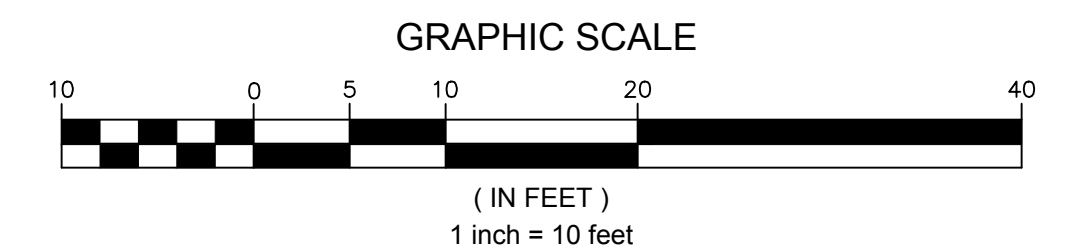


LEGEND:

- SF SILT FENCE
- MH FO COM INLET/OUTFALL PROTECTION

NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION AND MAINTENANCE OF ALL EROSION CONTROL MEASURES.
2. SEE WKG NO.'S DET-3, DET-4, AND DET-5 FOR EROSION CONTROL DETAILS.



NOTICE TO DRAWING HOLDER

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REVISIONS				DRAWING INFORMATION	
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				CHKD:	DATE:
				QA/QC:	DATE:

HATTIESBURG BUS STOPS

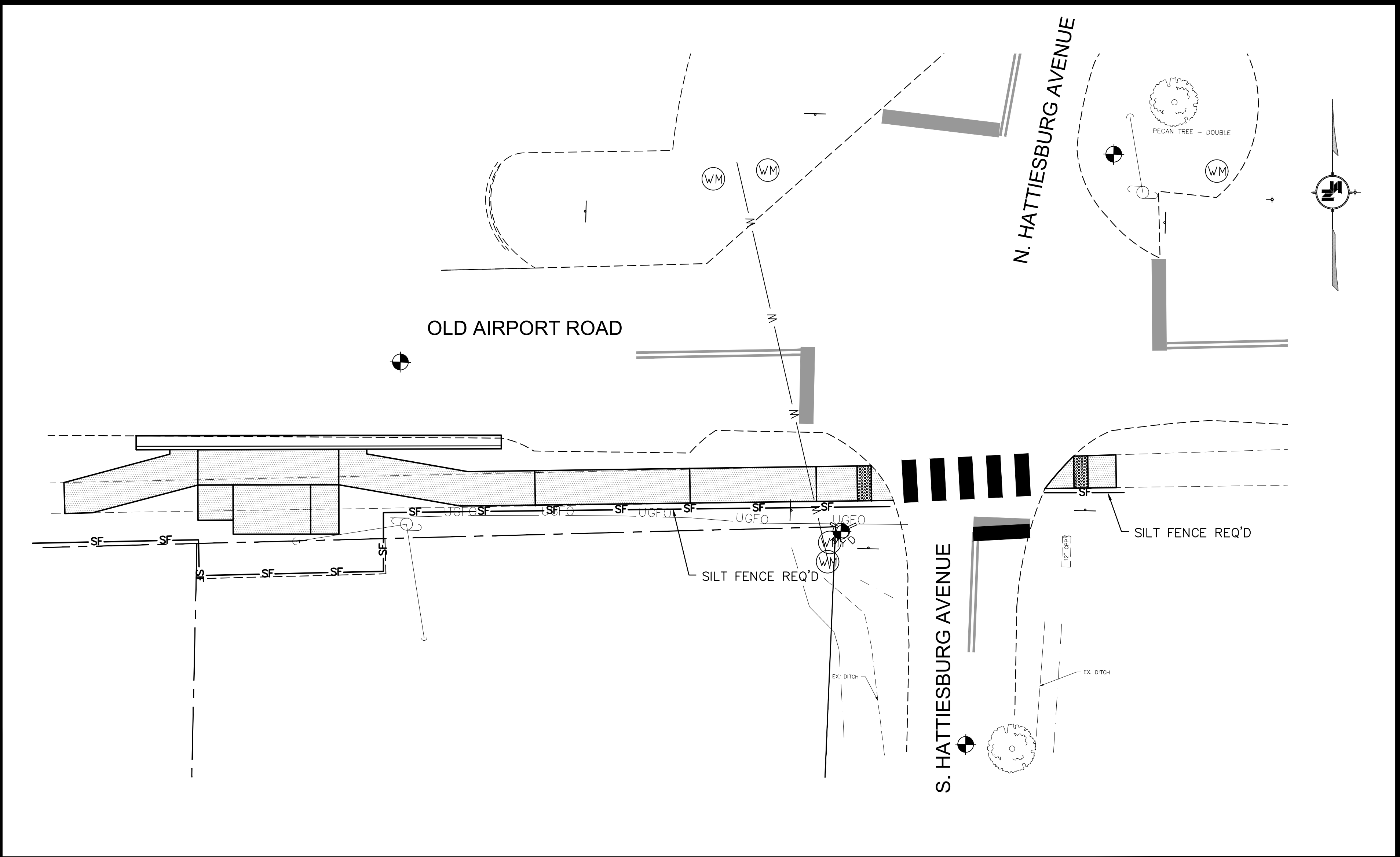
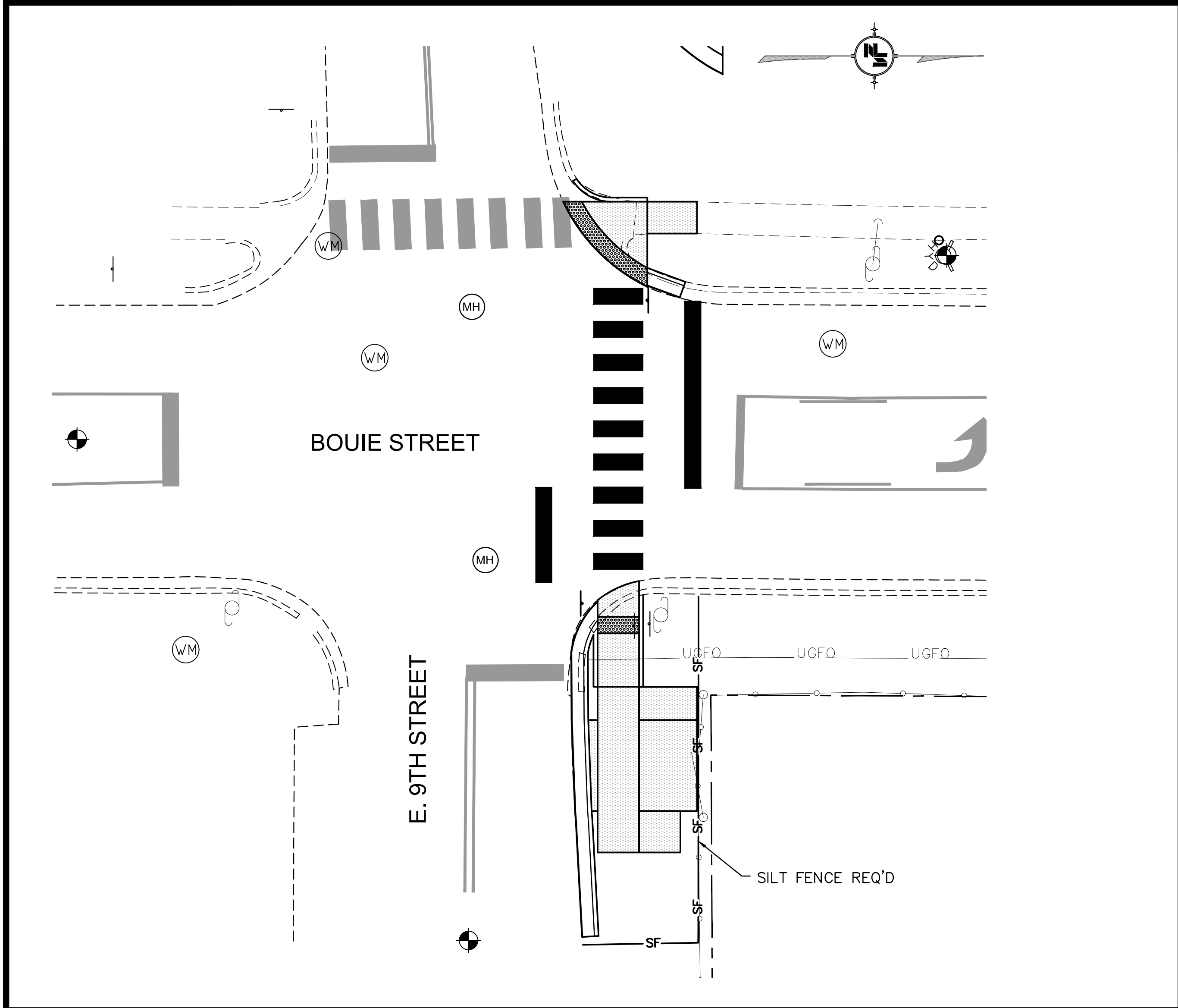
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



EROSION CONTROL PLAN

WORKING NUMBER:
ECP-1

DRAWING NUMBER:
11



LEGEND:

SF — SILT FENCE

INLET PROTECTION

NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION AND MAINTENANCE OF ALL EROSION CONTROL MEASURES.

2. SEE WKG NO.'S DET-3, DET-4, AND DET-5 FOR EROSION CONTROL DETAILS.

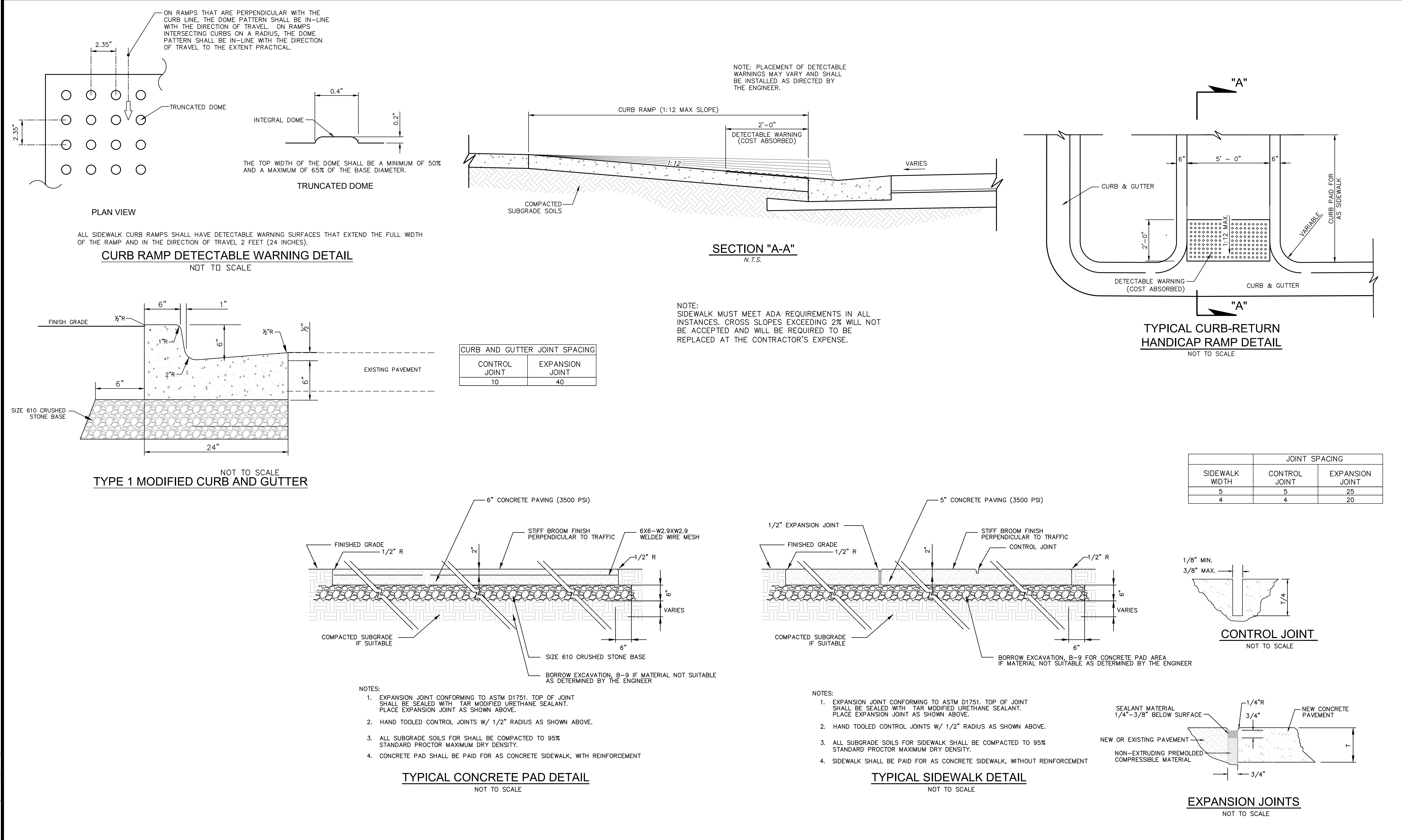
GRAPHIC SCALE

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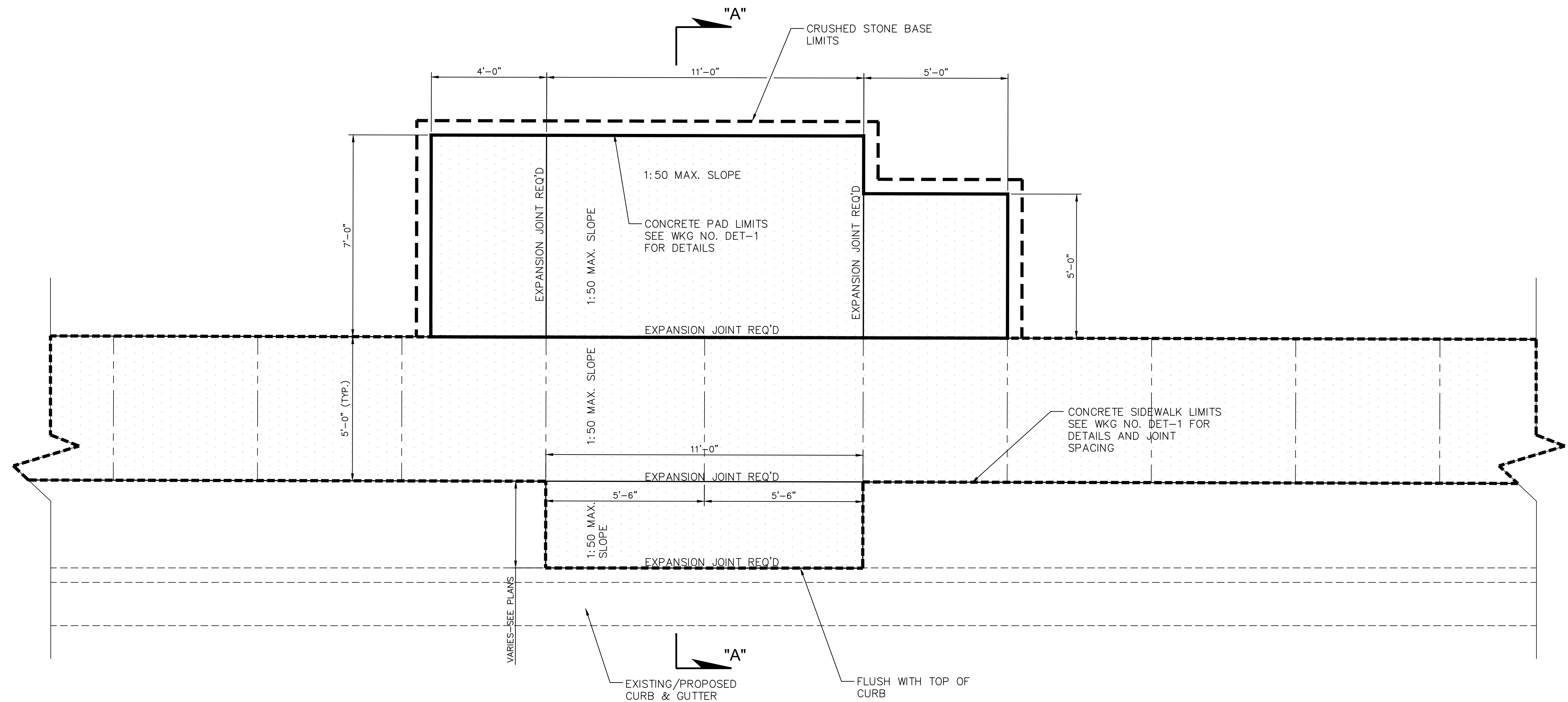
(IN FEET)

1 inch = 10 feet

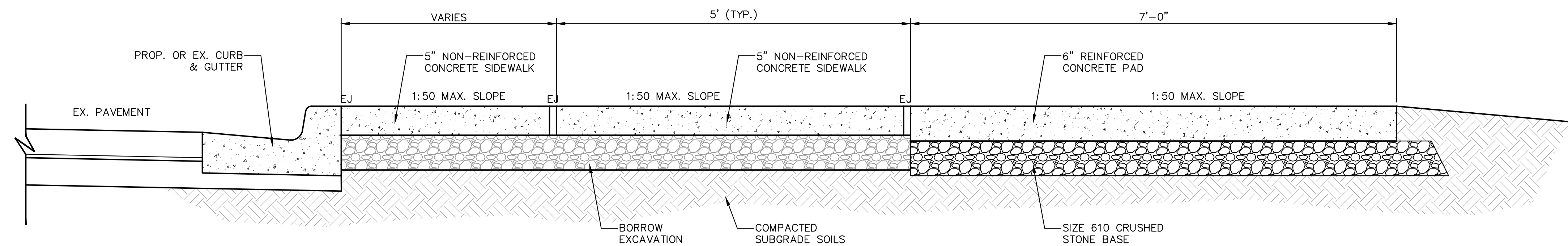
NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS				DRAWING INFORMATION				HATTIESBURG BUS STOPS CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY		NEEL-SCHAFFER <i>Solutions you can build upon</i>	EROSION CONTROL PLAN 2			
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 14877										
					FILENAME: Erosion Control.dwg										
					SCALE: 1" = 5'										
					SURVEYED BY: Clearpoint Engineers										
					DSGN: GPC		DATE: 2/2019								
					DRWN: JSH		DATE: 2/2019								
					CHKD:		DATE:								
				QA/QC:		DATE:									
WORKING NUMBER: ECP-2 DRAWING NUMBER: 12															



NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		HATTIESBURG BUS STOPS	CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY		NEEL-SCHAFFER Solutions you can build upon	DETAILS	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 14877					WORKING NUMBER:	DRAWING NUMBER:
					FILENAME: TYP_SEC.dwg					DET-1	13
					SCALE: NTS						



TYPICAL CONCRETE PAD DETAIL
NOT TO SCALE



SECTION "A-A"
NOT TO SCALE

NOTICE TO DRAWING HOLDER

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				DSGN: GPC DATE: 2/2019
				DRWN: JSH DATE: 2/2019
				CHKD: DATE:
				QA/QC: DATE:

HATTIESBURG BUS STOPS

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



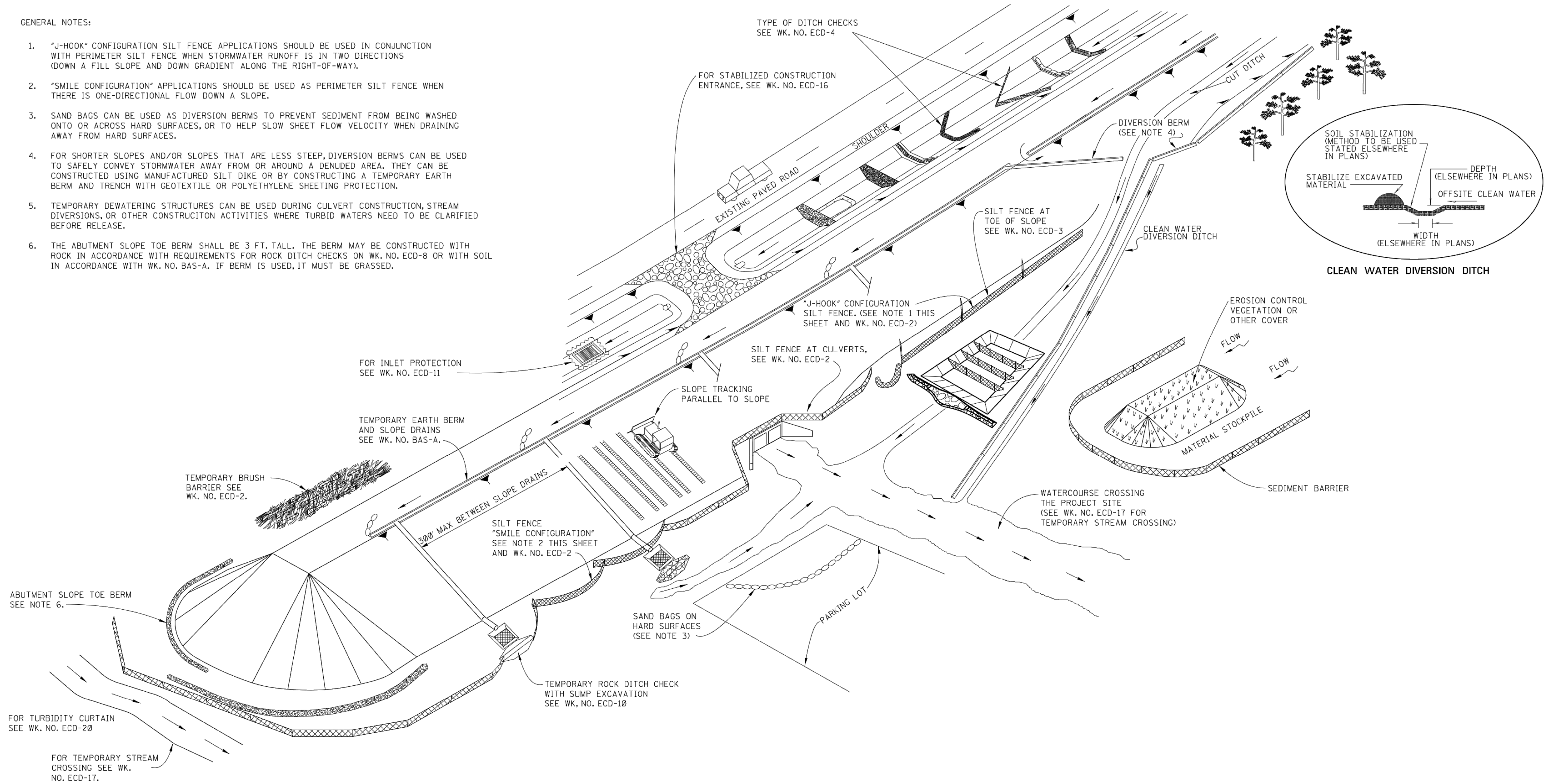
DETAILS 2

WORKING NUMBER:
DET-2

DRAWING NUMBER:
14

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 CONSTRUCTION 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.



NOTICE TO DRAWING HOLDER

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				DSGN: GPC DATE: 2/2019	
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HATTIESBURG BUS STOPS

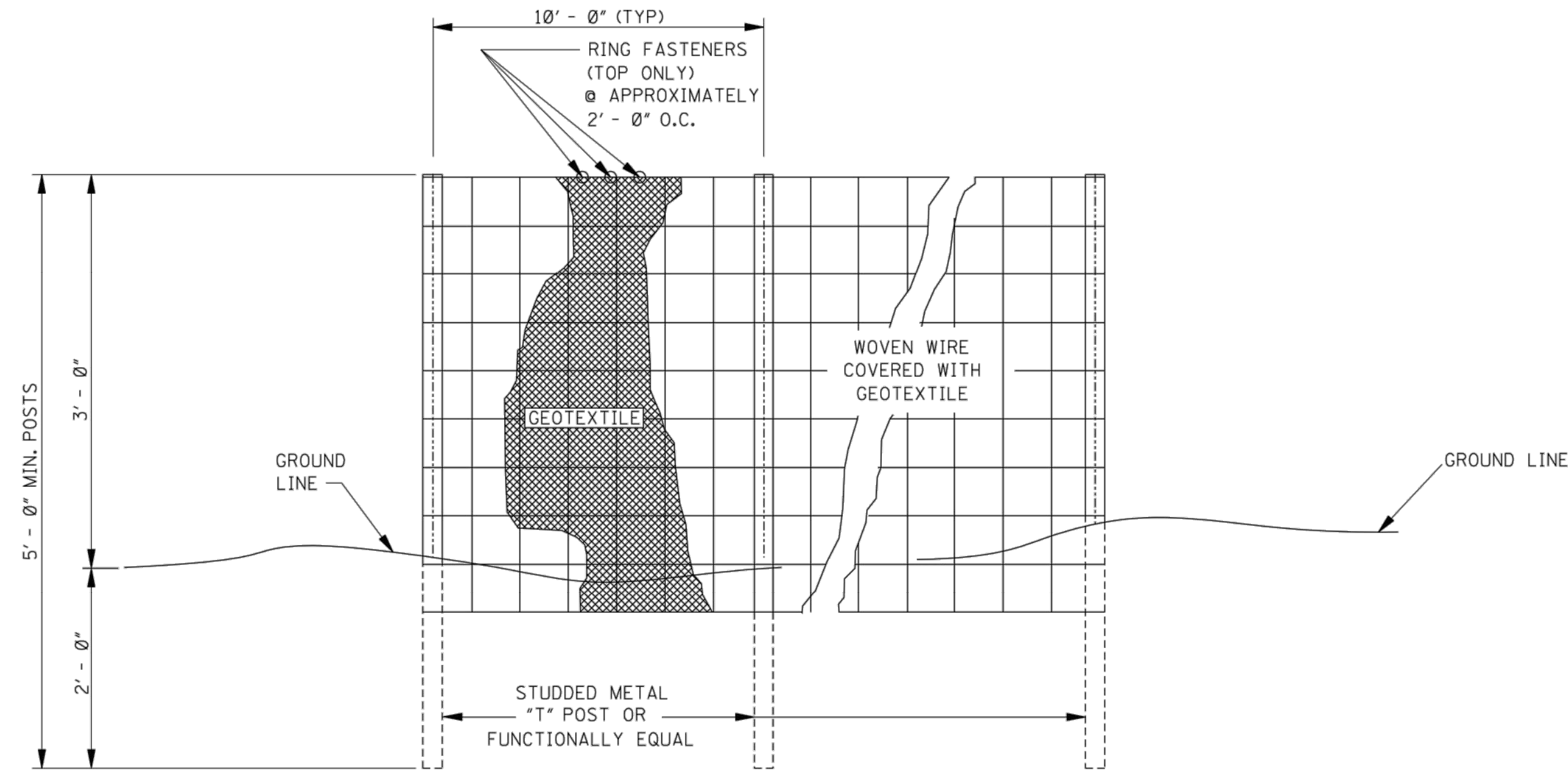
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



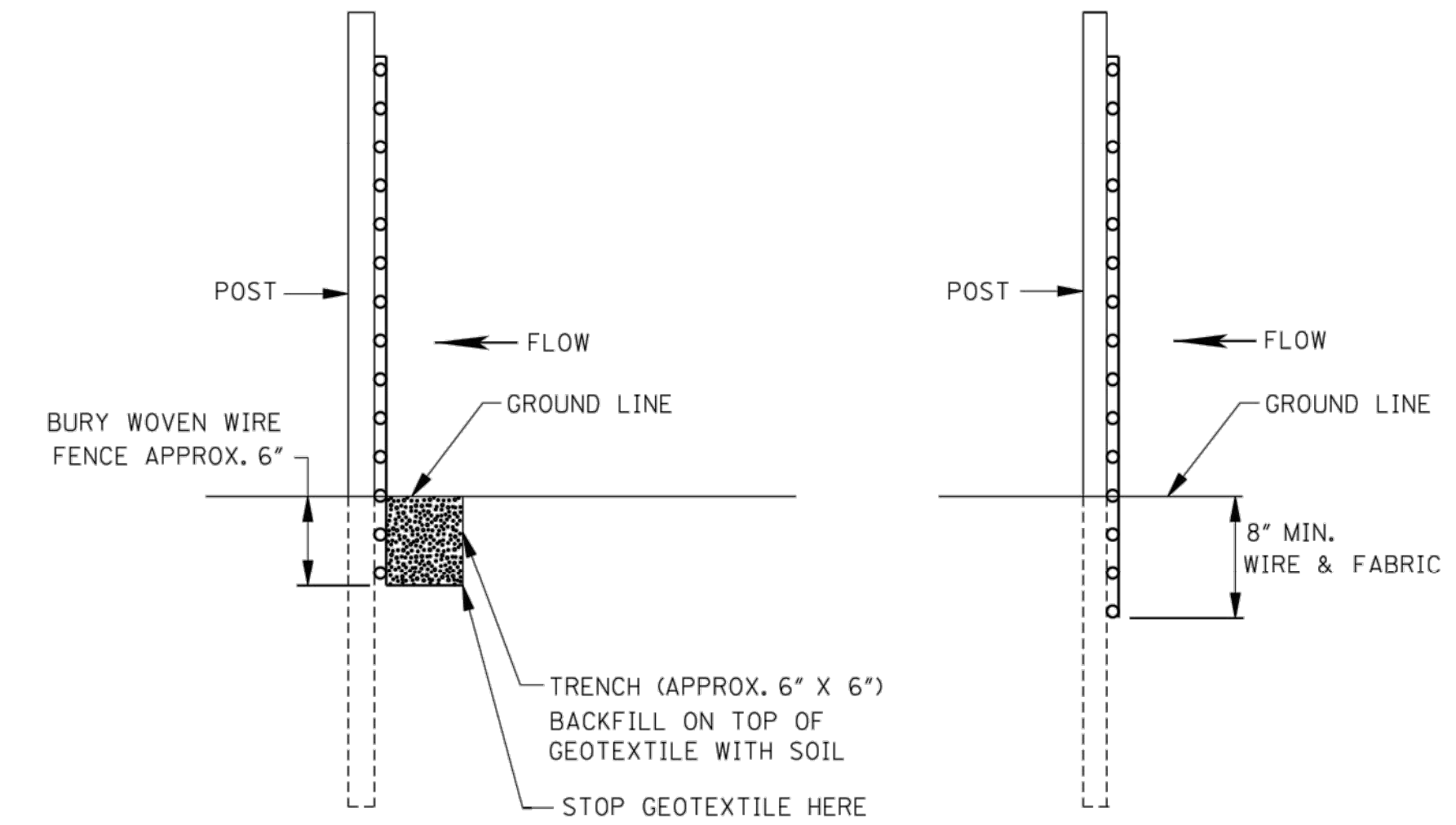
TYPICAL TEMPORARY EROSION
CONTROL APPLICATIONS

WORKING NUMBER:
DET-3

DRAWING NUMBER:
15



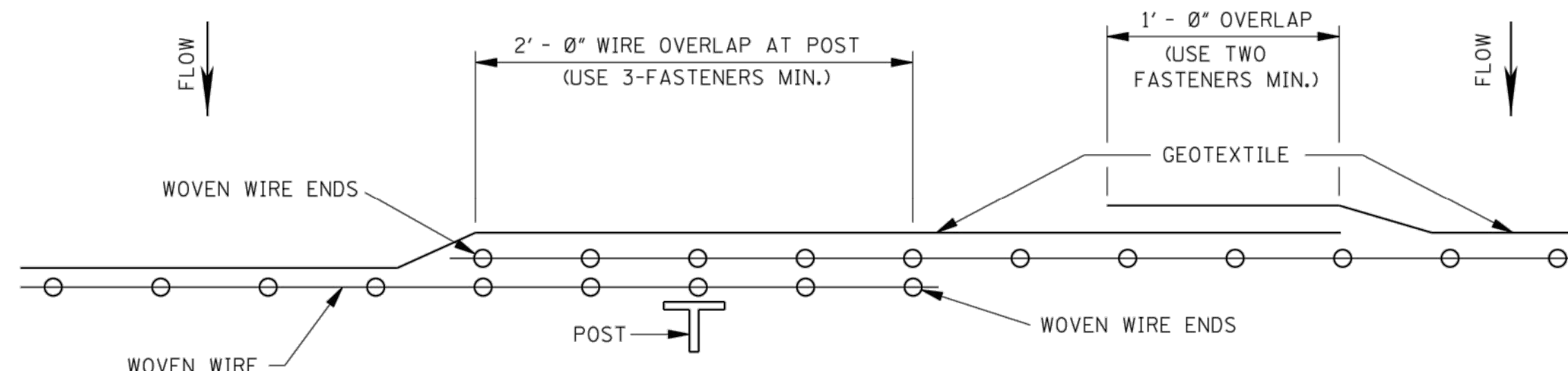
ELEVATION VIEW



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 AND FACILITATES SEDIMENTATION.
5. THE CONTRACTOR MAY ELECT TO USE EITHER METHOD I OR METHOD II. COST TO BE LINEAR FEET OF SILT FENCE.
6. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF DETAIL.
7. WIRE SHALL BE A MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
8. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATION MAY BE USED WITHOUT WIRE FENCE.

NOTICE TO DRAWING HOLDER

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			SURVEYED BY: Clearpoint Engineers	
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			DRWN: JSH	DATE: 2/2019
			CHKD:	DATE:
			QA/QC:	DATE:

HATTIESBURG BUS STOPS

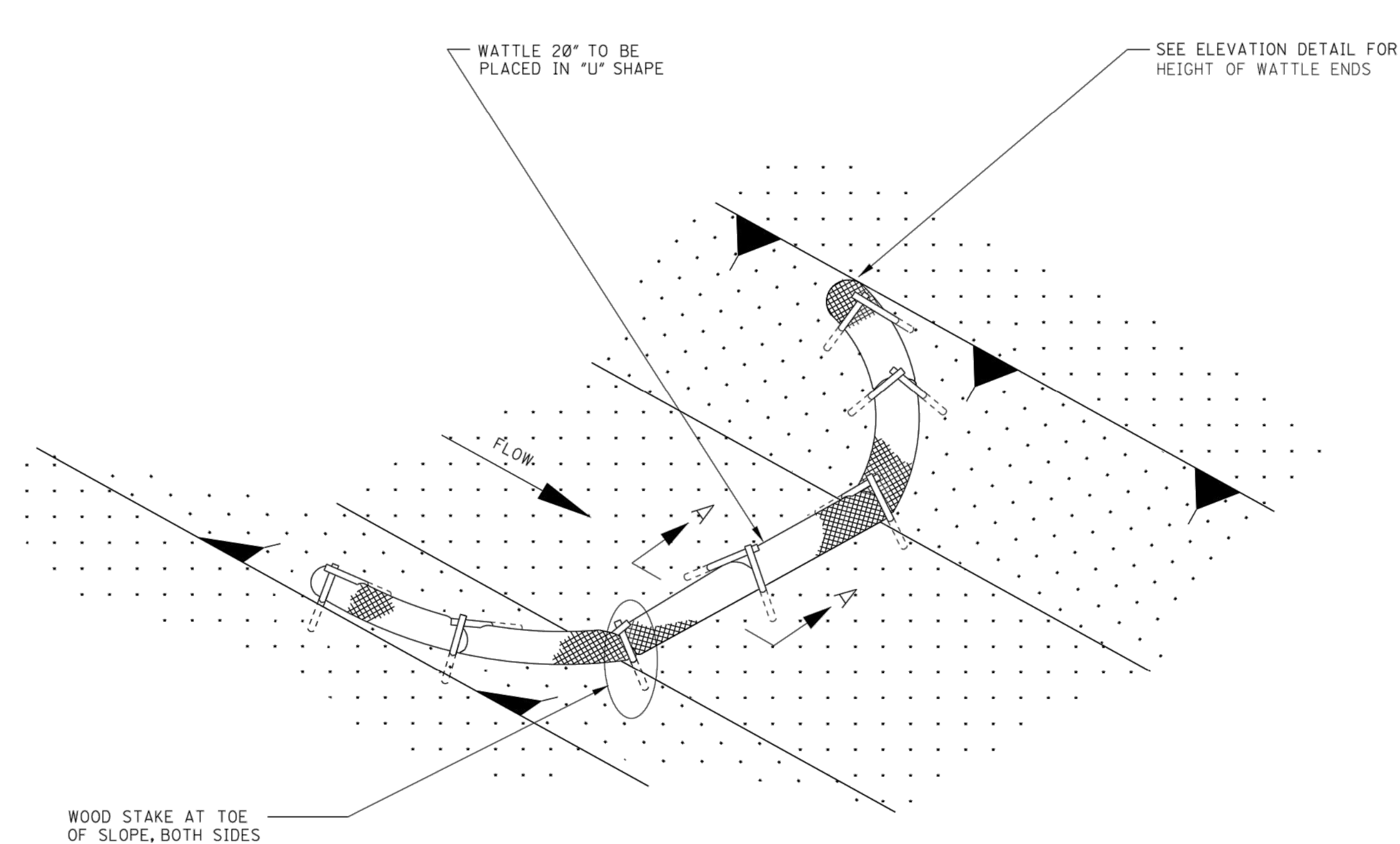
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



DETAILS OF SILT FENCE
INSTALLATION

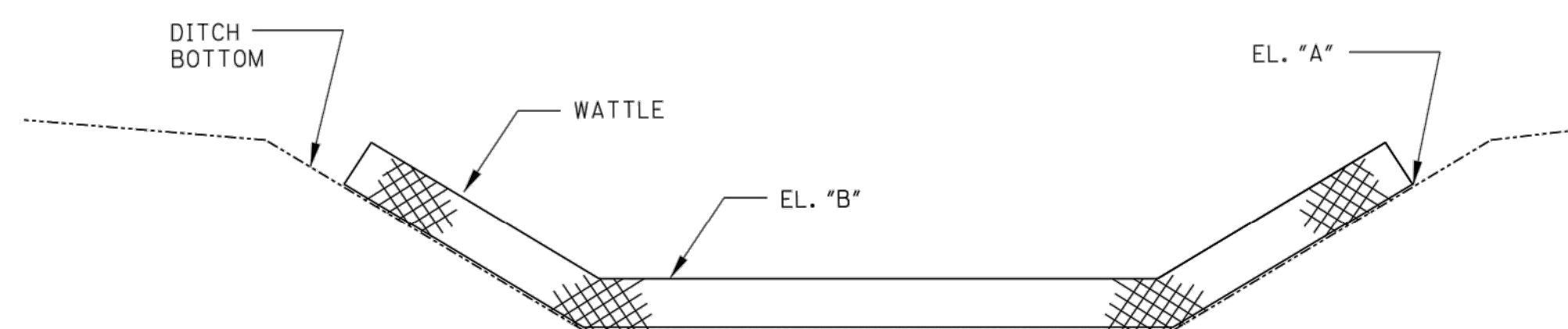
WORKING NUMBER:
DET-4

DRAWING NUMBER:
16

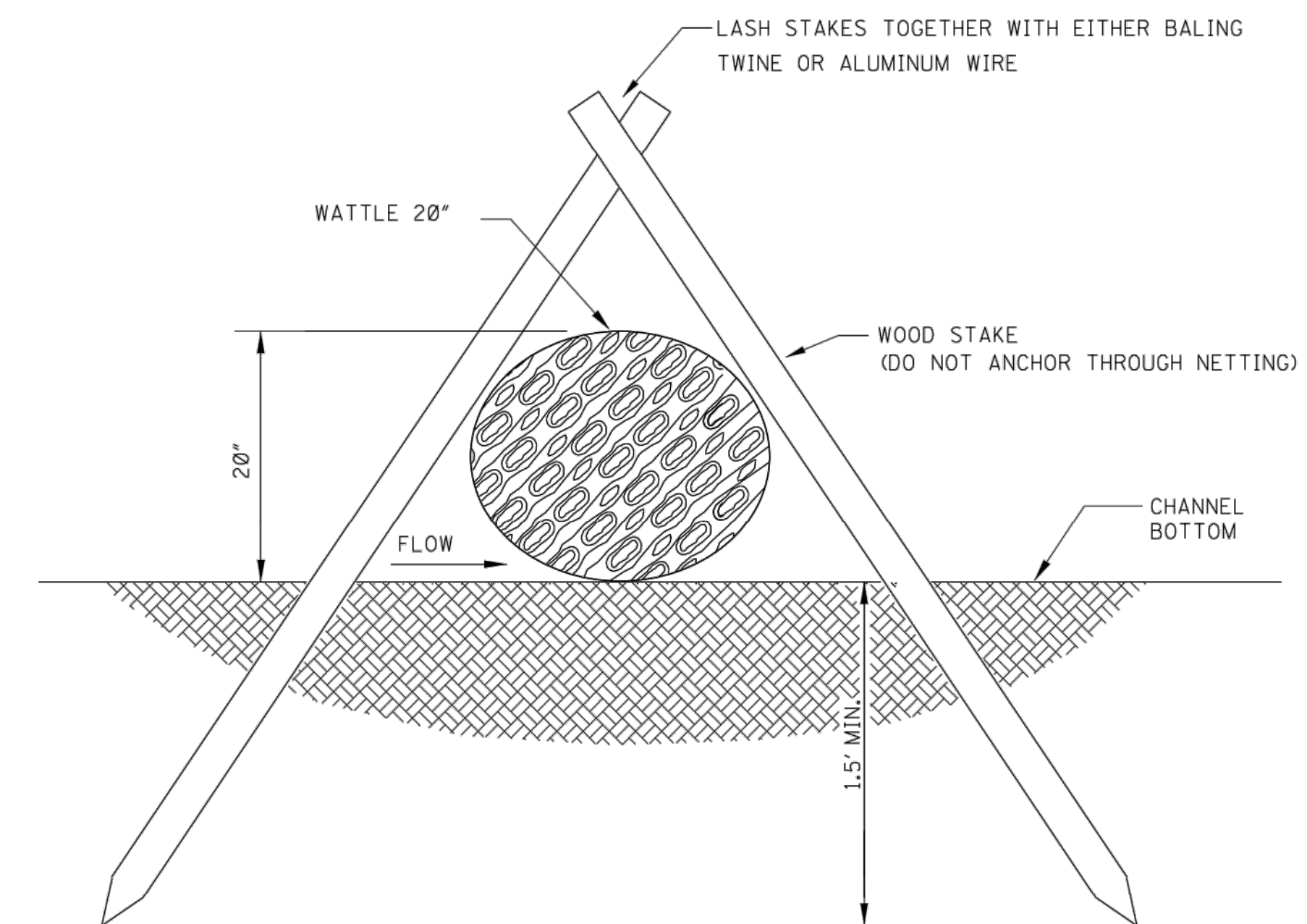


DETAIL (DITCH CHECK)

NOTE: END POINTS "A" SHALL BE HIGHER THAN FLOWLINE POINT "B".



ELEVATION DETAIL



SECTION A-A

NOTES:

1. WATTLE DITCH CHECKS CAN BE USED FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.
2. THE PLACEMENT INTERVAL BETWEEN WATTLE DITCH CHECK SHALL BE 100' UNLESS SHOWN OTHERWISE ON THE PLANS OR EROSION CONTROL PLAN APPROVED BY THE ENGINEER. SEE SPACING GUIDANCE ON WK. NO. ECD-4.
3. ANCHORING WOOD STAKES SHALL BE SIZED, SPACED, DRIVEN, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE CHECK. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET. ALL NON-DEGRADABLE MATERIALS SHALL BE REMOVED WHEN NO LONGER NEEDED.
4. TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.
5. WATTLES SHOULD NOT BE USED IN HARD BOTTOM CHANNELS.
6. IN THE EVENT WATTLES CANNOT BE SECURED IN PLACE USING WOOD STAKES, SAND BAGS MAY BE USED IN LIEU OF WOOD STAKES IN ORDER TO SECURE THE WATTLES IN PLACE. IF SANDS BAGS ARE USED IN THIS APPLICATION THEY WILL NOT BE A SEPARATE PAY ITEM.

NOTICE TO DRAWING HOLDER

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

REVISIONS			DRAWING INFORMATION	
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			N-S PROJECT NO.: 14877	
			FILENAME: TYP_SEC.dwg	
			SCALE: NTS	
			SURVEYED BY: Clearpoint Engineers	
			DSGN: GPC	DATE: 2/2019
			DRWN: JSH	DATE: 2/2019
			CHKD:	DATE:
			QA/QC:	DATE:

HATTIESBURG BUS STOPS

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



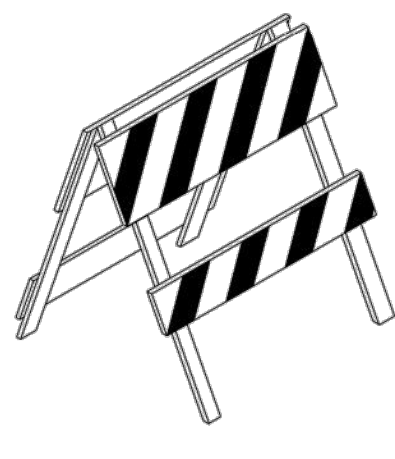
DETAILS OF EROSION CONTROL
WATTLE DITCH CHECK

WORKING NUMBER:
DET-5

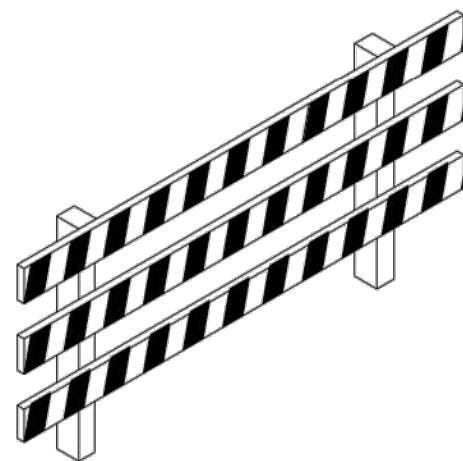
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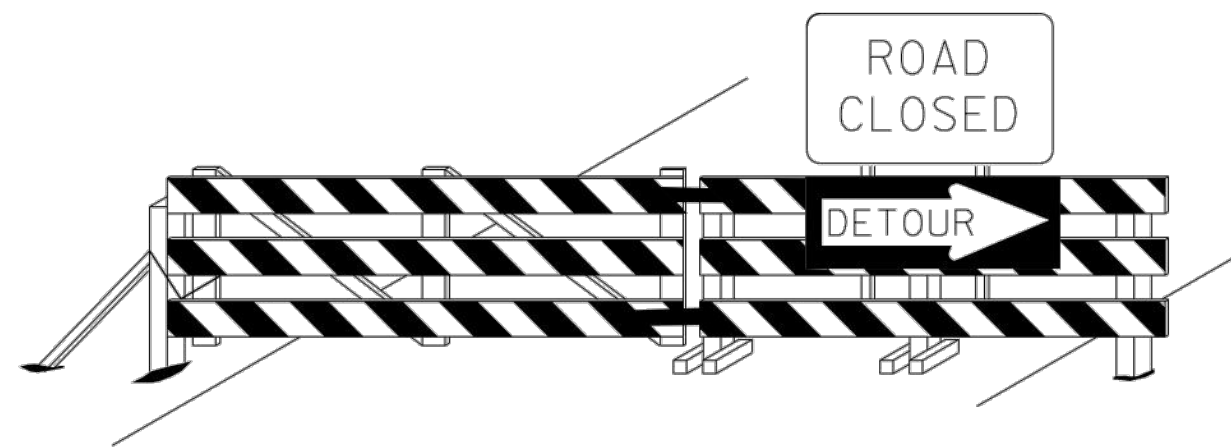
TYPE I



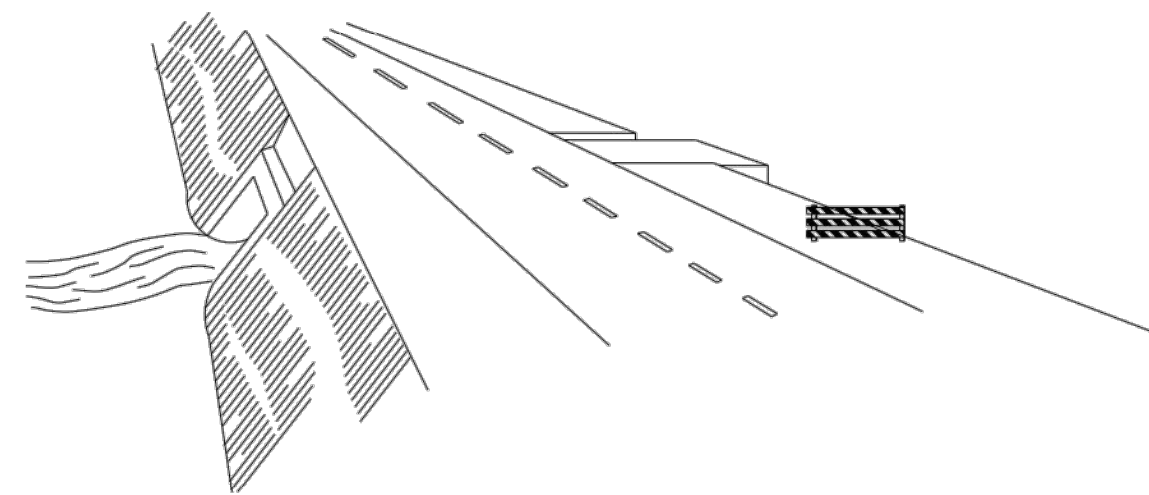
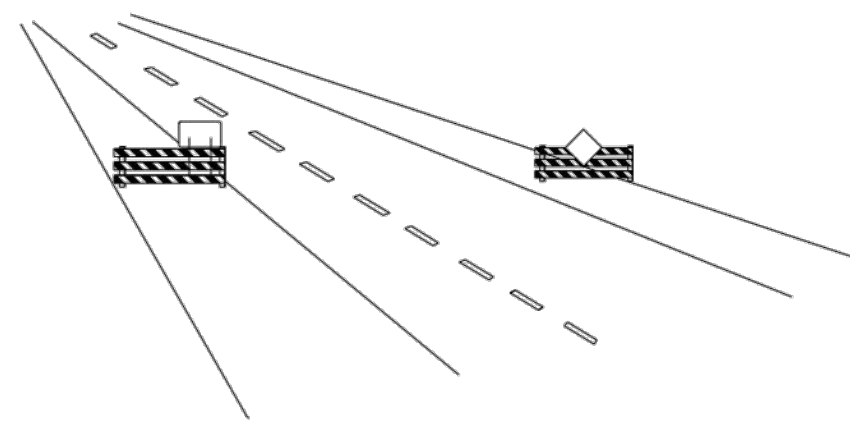
TYPE II



TYPE III



BARRICADE CLOSING A ROAD



STANDARD BARRICADES

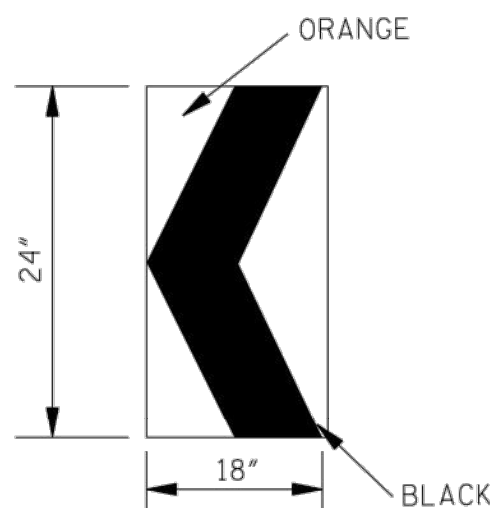
1. A TYPE I BARRICADE CONSISTS OF ONE (1) HORIZONTAL RAIL SUPPORTED BY A DEMOUNTABLE FRAME OR A LIGHT "A" FRAME. A TYPE I BARRICADE NORMALLY WOULD BE USED ON CONVENTIONAL ROADS OR URBAN STREETS AND ARTERIALS.
2. A TYPE II BARRICADE CONSISTS OF TWO (2) HORIZONTAL RAILS ON A LIGHT "A" FRAME. TYPE II BARRICADES ARE INTENDED FOR USE ON EXPRESSWAYS AND FREEWAYS AND OTHER HIGH-SPEED ROADWAYS.
3. TYPE I AND TYPE II BARRICADES ARE INTENDED FOR USE WHERE THE HAZARD IS RELATIVELY SMALL AS, FOR EXAMPLE, ON CITY STREETS, OR FOR THE MORE OR LESS CONTINUOUS DELIMITING OF A RESTRICTED ROADWAY, OR FOR TEMPORARY DAYTIME USE.
4. A TYPE III BARRICADE CONSISTS OF THREE (3) HORIZONTAL RAILS SUPPORTED BY FIXED POSTS, A RIGID SKID, A HEAVY DEMOUNTABLE FRAME OR A HEAVY, HINGED "A" FRAME.
5. TYPE III BARRICADES ARE INTENDED FOR USE ON CONSTRUCTION AND MAINTENANCE PROJECTS AS WING BARRICADES AND AT ROAD CLOSURES, WHERE THEY MUST REMAIN IN PLACE FOR EXTENDED PERIODS.
6. THE MARKING FOR BARRICADE RAILS SHALL BE ORANGE AND WHITE (SLOPING DOWNWARD AT AN ANGLE OF 45° IN THE DIRECTION TRAFFIC IS TO PASS).
7. DO NOT PLACE SANDBAGS OR OTHER DEVICES TO PROVIDE MASS ON THE BOTTOM RAIL THAT WILL BLOCK VIEW OR RAIL FACE.
8. FOR ADDITIONAL INFORMATION OR DETAILS, SEE MUTCD, LATEST EDITION.

BARRICADE CHARACTERISTICS

	I	II	III
WIDTH OF RAIL **	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.
LENGTH OF RAIL **	24" MIN.	24" MIN.	48" MIN.
WIDTH OF STRIPE *	6"	6"	6"
HEIGHT	36" MIN.	36" MIN.	60" MIN.
NUMBER OF REFLECTORIZED RAIL FACES	2 (ONE EACH DIRECTION)	4 (TWO EACH DIRECTION)	3 IF FACING TRAFFIC IN ONE DIRECTION 6 IF FACING TRAFFIC IN TWO DIRECTIONS
TYPE OF FRAME	LIGHT	LIGHT "A" FRAME	POST OR SKID

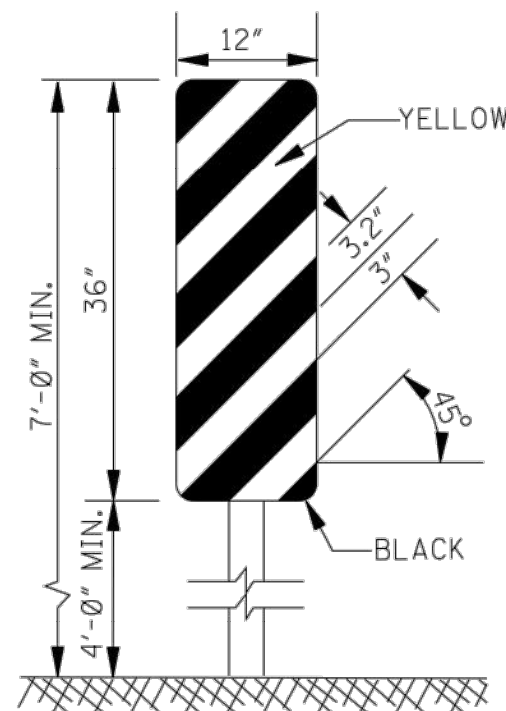
* 1. FOR RAILS LESS THAN 36" LONG, 4" WIDE STRIPES MAY BE USED.

** 2. BARRICADES INTENDED FOR USE ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH SPEED ROADWAYS, SHALL HAVE A MINIMUM OF 270 in² OF REFLECTIVE AREA FACING TRAFFIC.



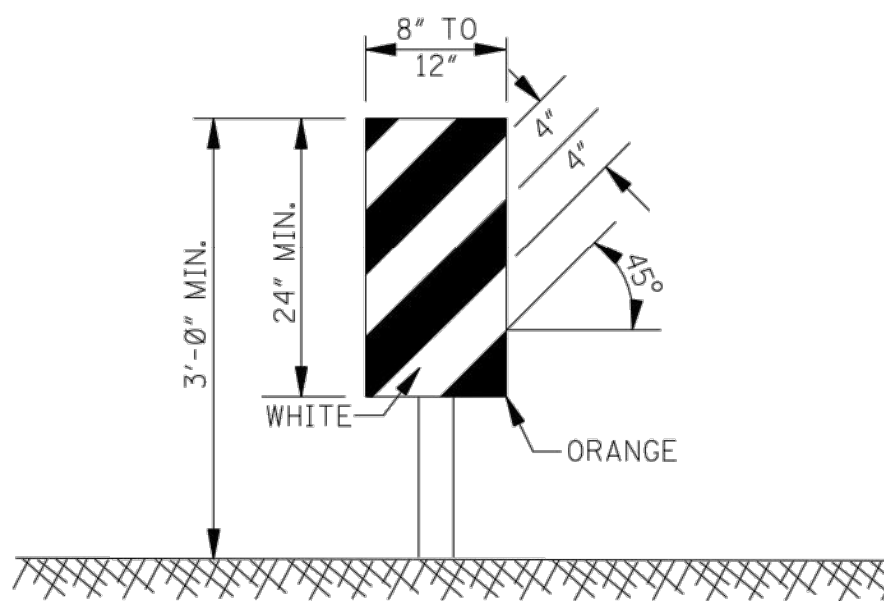
CHEVRON SIGN
DETAIL

1. A CHEVRON SIGN CONSISTS OF A BLACK CHEVRON TYPE MARKING ON AN ORANGE BACKGROUND AND SHALL POINT IN THE DIRECTION OF TRAFFIC FLOW.
2. THE CHEVRON SIGN SHALL BE MOUNTED ON FIXED POST OR RIGID SKID.
3. CHEVRON SIGNS MAY BE USED TO SUPPLEMENT OTHER STANDARD DEVICES WHERE ONE OR MORE LANES ARE CLOSED FOR CONSTRUCTION OR MAINTENANCE. THEY SHALL BE PLACED APPROXIMATELY 2'-0" BEHIND THE LANE TRANSITION STRIPE.



TYPE 3 OBJECT MARKER
(OM-3R)

1. TYPE 3 OBJECT MARKERS SHALL BE USED AT ALL EXPOSED BRIDGE ABUTMENTS AND AT OTHER LOCATIONS AS DEEMED NECESSARY BY THE ENGINEER.
2. THE OM-3R IS SHOWN. THE OM-3L IS SIMILAR EXCEPT THE STRIPES SLOPE DOWNWARD FROM THE UPPER LEFT SIDE TO THE LOWER RIGHT SIDE AND SHALL BE PLACED ON THE LEFT SIDE OF THE OBJECT.
3. THE INSIDE EDGE OF THE MARKER SHALL BE IN LINE WITH THE INNER EDGE OF THE OBSTRUCTION.



VERTICAL PANEL

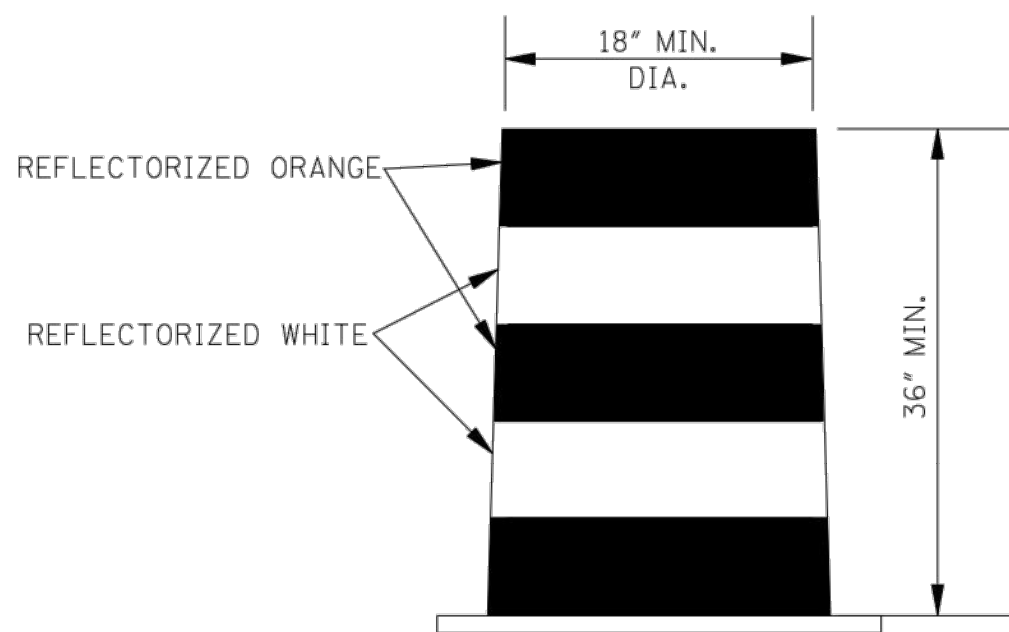
1. VERTICAL PANELS CONSIST OF AT LEAST ONE PANEL 8" TO 12" IN WIDTH AND A MINIMUM OF 24" IN HEIGHT.
2. THE DIAGONAL STRIPES SHALL SLOPE DOWNWARD IN THE DIRECTION THAT TRAFFIC IS TO PASS THE PANEL. THE PANELS SHALL BE MOUNTED WITH THE TOP A MINIMUM OF 36" ABOVE THE ROADWAY ON A SINGLE LIGHTMASS POST.
3. VERTICAL PANELS USED ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH-SPEED ROADWAYS SHALL HAVE A MINIMUM OF 270 in² OF RETROREFLECTIVE AREA FACING TRAFFIC.
4. FOR TWO-WAY TRAFFIC OPERATIONS, BACK-TO-BACK PANELS SHALL BE USED.

GENERAL NOTES:

1. MARKINGS ON ALL DEVICES SHOWN ON THIS SHEET SHALL BE HIGH INTENSITY REFLECTIVE SHEETING.
2. THE TRAFFIC CONTROL PLAN WILL LIST THE VARIOUS TRAFFIC CONTROL DEVICES REQUIRED FOR EACH PROJECT.

WING BARRICADES

1. WING BARRICADES ARE TYPE III BARRICADES ERECTED ON THE SHOULDER ON ONE OR BOTH SIDES OF THE PAVEMENT TO GIVE THE SENSATION OF A NARROWING OR RESTRICTED ROADWAY. WING BARRICADES MAY BE USED AS A MOUNTING FOR THE ADVANCE WARNING SIGNS OR FLASHERS.
2. WING BARRICADES SHOULD BE USED:
A. IN ADVANCE OF A CONSTRUCTION PROJECT EVEN WHEN NO PART OF THE ROADWAY IS ACTUALLY CLOSED.
B. IN ADVANCE OF ALL BRIDGE OR CULVERT WIDENING OPERATIONS.



PLASTIC DRUM STRIPING DETAIL

1. PLASTIC DRUMS SHALL BE ON END AND USED AS AN EXPEDIENT METHOD FOR TRAFFIC CHANNELIZATION. THE COLOR AND MARKING OF DRUMS SHALL BE CONSISTENT WITH MARKING STANDARDS FOR BARRICADE. THE PREDOMINANT COLOR ON DRUMS SHALL BE ORANGE WITH FOUR (4) REFLECTORIZED, HORIZONTAL, CIRCUMFERENTIAL STRIPES (2 ORANGE & 2 WHITE) 6" WIDE.
2. DRUMS SHOULD NEVER BE PLACED IN THE ROADWAY WITHOUT WARNING SIGNS.
3. WHERE PRACTICAL PLASTIC DRUMS SHALL BE PLACED NO CLOSER THAN 3'-0" FROM THE EDGE OF TRAVELED LANE.

NOTICE TO DRAWING HOLDER

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				DRWN: JSH	DATE: 2/2019
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				QA/QC:	DATE:

HATTIESBURG BUS STOPS

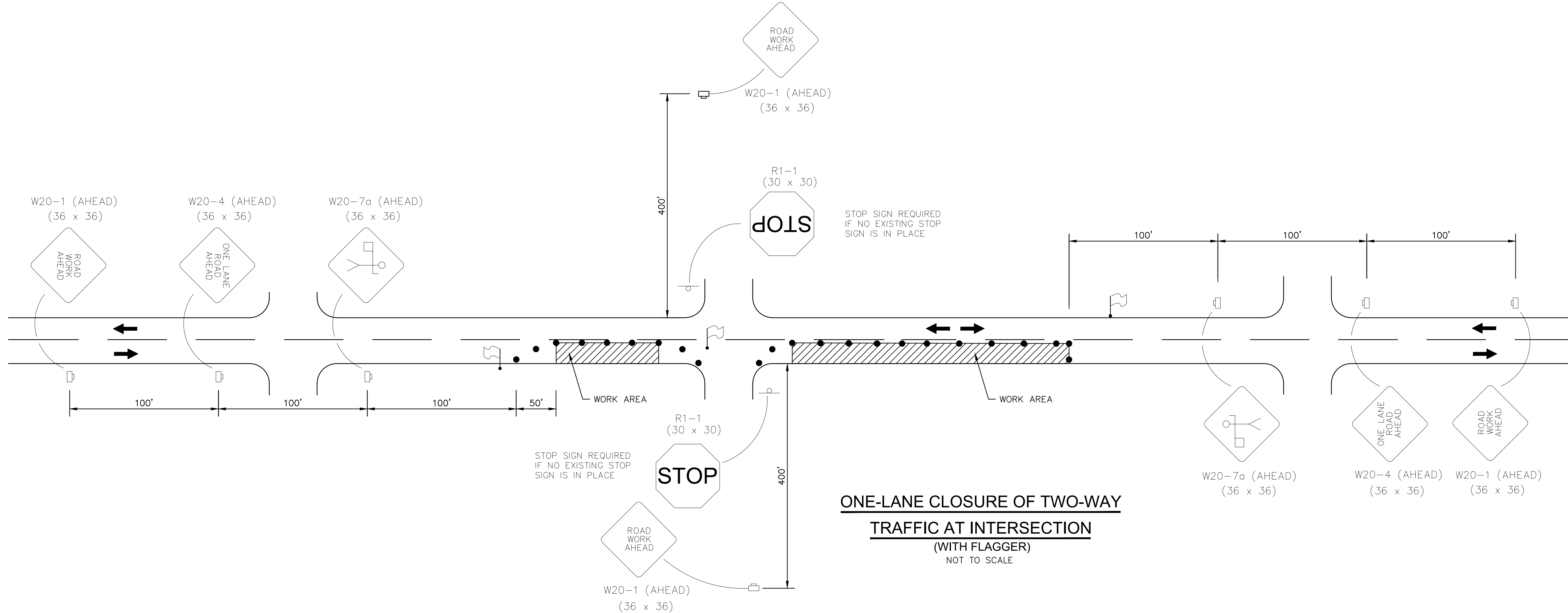
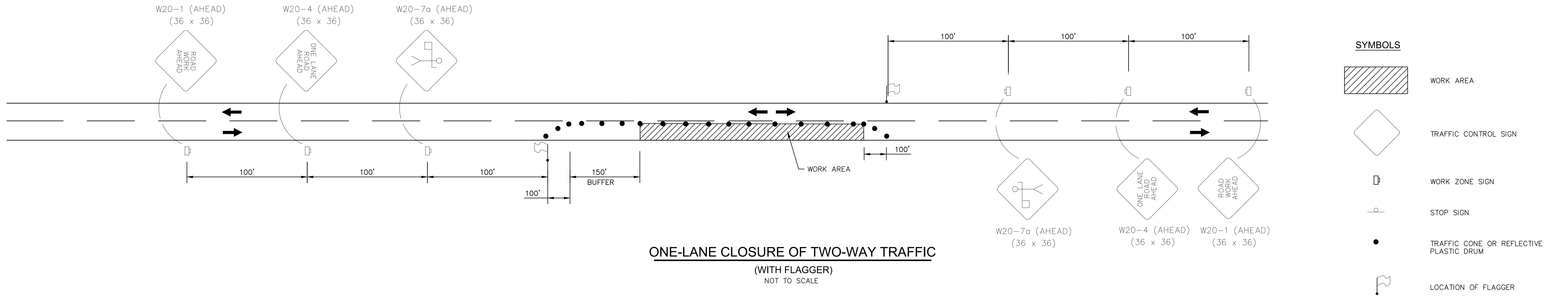
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



HIGHWAY SIGN AND BARRICADE DETAILS

WORKING NUMBER:
DET-6

DRAWING NUMBER:
18



- GENERAL NOTES:**
- CONTRACTOR SHALL SET UP ALL TRAFFIC CONTROL DEVICES AND SIGNS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK.
 - WORK OPERATIONS SHALL BE CONFINED TO ONE TRAVEL LANE, LEAVING THE OPPOSING TRAVEL LANE OPEN TO TRAFFIC.
 - ALL VEHICLES, EQUIPMENT, WORKERS (EXCEPT FLAGGERS) AND THEIR ACTIVITIES ARE RESTRICTED AT ALL TIMES TO ONE SIDE OF THE ROADWAY.
 - FLAGGERS SHALL BE IN SIGHT OF EACH OTHER OR IN DIRECT COMMUNICATION AT ALL TIMES.
 - 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.
 - CHANNELIZING DEVICES SHALL BE A MINIMUM HEIGHT OF 24".
 - DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 36" X 36".
 - 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')
 - 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.
 - 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.
 - ARROWS DENOTE DIRECTION OF TRAFFIC ONLY AND DO NOT REFLECT PAVEMENT MARKINGS.
 - ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT.
 - DISTANCES BETWEEN SIGNS ARE APPROXIMATE. SIGN SPACING SHOULD BE ADJUSTED FOR CURVES, HILLS, INTERSECTIONS, DRIVEWAYS, ETC., TO IMPROVE VISIBILITY.
 - 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).

8/26/2018 12:01 PM C:\vol_35\projects\14877\hattiesburg bus stops\Traffic.dwg

NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		HATTIESBURG BUS STOPS CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY			TRAFFIC CONTROL DETAILS	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 14877				WORKING NUMBER: TCP-1	DRAWING NUMBER: 20
					FILENAME: Traffic.dwg					
					SCALE: NTS					
					SURVEYED BY: Clearpoint Engineers					
					DSGN: GPC DATE: 2/2019					
					DRWN: JSH DATE: 2/2019					
					CHKD: DATE:					
					QA/QC: DATE:					

*CONTRACT DOCUMENTS AND TECHNICAL
SPECIFICATIONS
FOR*

HATTIESBURG BUS STOPS

FOR THE

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



SEPTEMBER 2019

PREPARED BY



NEEL-SCHAFER
Solutions you can build upon

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ADVERTISEMENT FOR BIDS

HATTIESBURG BUS STOPS

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, **November 14**, 2019 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. Work consists of constructing concrete pads and sidewalk improvements for Bus Stops at 7th Street/25th Avenue, Bouie Street/9th Street, Martin Luther King Boulevard/Ruby Avenue, and Old Airport Road/S. Hattiesburg Avenue.

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

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

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

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

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

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

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

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

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

The Engineer is Neel-Schaffer, Inc., 704 Hardy Street, Hattiesburg, Mississippi 39401; Phone No. (601) 545-1565, Fax No. (601)-545-2267. Geoffrey P. Crosby, P.E. – Senior Project Manager.

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

BY: _____
City Clerk
City of Hattiesburg, Mississippi

DATES OF PUBLICATION:

October 16, 2019

October 23, 2019

INSTRUCTIONS TO BIDDERS
HATTIESBURG BUS STOPS
CITY OF HATTIESBURG, MISSISSIPPI

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1. COORDINATION OF SPECIFICATIONS

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

2. DATE AND PLACE OF OPENING OF PROPOSALS

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

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

3. FORM FOR PROPOSALS

Proposals must be submitted in duplicate on the forms furnished by the Owner and the envelope containing the Proposals must be sealed and addressed to:

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

The outside of the envelope containing the Proposal shall bear the inscription:

**SEALED BID FOR: HATTIESBURG BUS STOPS
CITY OF HATTIESBURG, MISSISSIPPI**

BY _____

Certificate of Responsibility No. _____

State License No. _____

The duplicate Proposals shall be in the form of one original Proposal, marked "ORIGINAL" and one photocopy (Xerox or similarly reproduced copy) marked "PHOTOCOPY" of the original Proposal.

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

4. PREQUALIFICATION

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

5. CERTIFICATE OF RESPONSIBILITY

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

6. ANNUAL LICENSE TO BID (Not Used)

7. CHARGES FOR PROPOSALS, PLANS AND SPECIFICATIONS

Prospective Bidders may obtain Proposal forms including one copy of Contract Documents upon payment of the amount of money stipulated in the "Advertisement for Bids."

No refunds will be made for return of Plans or Specifications.

In the event all Bids are rejected and the Project is re-advertised, the original Bidders shall **NOT** be entitled to free Bidders Proposal forms for the subsequent letting.

8. OMISSIONS AND DISCREPANCIES

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

9. ADDENDA

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

10. INTERPRETATIONS

No oral interpretation made to any Bidder as to the meaning of the Contract Documents shall be

considered an effective modification of any of the provisions of the Contract Documents. In order to ensure appropriate and concise responses, and avoid any misinterpretations, no verbal questions will be received. Written requests for interpretation of the Plans and Specifications shall be submitted to the Engineer at least 10 days prior to opening of Proposals so that a formal decision can be given in writing to all known prospective Bidders in the form of an Addendum. The Contract Document contains the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

11. BID SECURITY

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

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

12. GENERAL INFORMATION

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

13. REJECTION OF PROPOSAL

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

14. CONDITIONS OF WORK

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

15. SECURITY FOR FAITHFUL PERFORMANCE

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

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

16. INSURANCE

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

17. SUBCONTRACTORS

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

18. METHOD OF AWARD – LOWEST RESPONSIVE BIDDER

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

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

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

19. OBLIGATION OF BIDDER

At the time of the opening of Bids, each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Plans and Contract Documents (including all Addenda).

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

20. SUBSURFACE DATA

Not Used.

21. EXECUTION OF CONTRACT

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

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

22. INTERCHANGEABLE TERMS

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

23. QUALIFICATIONS OF BIDDER, OWNER'S RIGHTS

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

24. MATERIALS AND EQUIPMENT

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

equipment.

25. NON-RESIDENT BIDDERS

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

26. DESIGNATING OWNER AND ENGINEER

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

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

27. MATERIALS TESTING AND CONSTRUCTION STAKING

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

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

28. CONTRACT TIME

The Contractor shall commence the work required by the Contract Documents within 10 calendar days after the date of the Notice to Proceed and will retain substantial completion within 45 consecutive calendar days of the Notice to Proceed date unless the period for completion is extended otherwise by the Contract Documents.

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BIDDER'S PROPOSAL

HATTIESBURG BUS STOPS
CITY OF HATTIESBURG, MISSISSIPPI

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BIDDER'S PROPOSAL
HATTIESBURG BUS STOPS
CITY OF HATTIESBURG, MISSISSIPPI

DATE: _____, 20_____

PROPOSAL OF _____
(Name of Bidder)

(Address of Bidder)

for construction of the Hattiesburg Bus Stops.

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

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

Gentlemen:

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

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

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

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

In accordance with the requirements of the Instructions to Bidders, Bid Forms, Federal Supplement to Bidder's Proposal, Technical Specifications, General Conditions, Supplementary Conditions, Contract

00300-2

Drawings, and any Addenda, I (we) propose to furnish all necessary materials, equipment, labor, tools and other means of construction and will do all Work called for by the Contract Documents within the specified Contract Time. The following is my (our) itemized proposal for the project:

Prices Bid and Approximate Quantities – Base Bid

Pay Item	Description	Qty	Unit	Unit Price	Price Extension
202-B	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	60	SY		
202-B	REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS	260	SY		
202-B	REMOVAL OF CURB & GUTTER, ALL TYPES	50	LF		
202-B	REMOVAL OF STRIPING, 6" EQUIVALENT	125	LF		
203-E	BORROW EXCAVATION, AH, FME, CLASS B9	150	CY		
203-G	EXCESS EXCAVATION, FM, AH	120	CY		
203-I	SITE GRADING	50	SY		
304-G	SIZE 610 CRUSHED STONE BASE, AEA	30	CY		
211-B	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	60	CY		
216-B	SOLID SODDING, CENTIPEDE	355	SY		
219-A	WATERING	60	KGAL		
234-A	TEMPORARY SILT FENCE	415	LF		
237-A	WATTLES, 12"	45	LF		
246-A	SANDBAGS	50	EACH		
608-A	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	250	SY		
608-B	CONCRETE SIDEWALK, WITH REINFORCEMENT	70	SY		
608-C	DETECTABLE WARNING PANELS	155	SF		
609-D	COMBINATION CONCRETE CURB AND GUTTER, TYPE I MODIFIED	150	LF		
609-B	CONCRETE CURB, HEADER	20	LF		
614-B	CONCRETE DRIVEWAY, WITH REINFORCEMENT, 6" THICKNESS	20	SY		
618-A	MAINTENANCE OF TRAFFIC	1	LS	XXXX	
618-B	ADDITIONAL CONSTRUCTION SIGNS	1	SF	\$10	\$10
620-A	MOBILIZATION	1	LS	XXXX	
907-630-PP	PAVEMENT MOUNTED SIGN, FLEXIBLE DELINEATOR, PER PLANS	3	EACH		

626-G	THERMOPLASTIC DETAIL STRIPE, WHITE, 6" EQUIV.	1260	LF		
625-E	DETAIL TRAFFIC STRIPE, WHITE, 6" EQUIV.	220	LF		
TOTAL BASE BID \$					

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

NOTE: FAILURE OF BIDDER TO INCLUDE PRICES FOR THE ALTERNATE BID ITEMS MAY RENDER HIS PROPOSAL NON-RESPONSIVE.
NOTE: Bids shall include sales tax and all other applicable taxes and fees.

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

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

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

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

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

Bidder acknowledges receipt of the following Addenda:

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

Respectfully Submitted,

Contractor(s)

By: _____
Title

Address

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

Date: _____, 20_____.

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

President

Secretary

Treasurer

DECLARATION OF PARTNERSHIP

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

Our Partnership is composed of the following individuals:

Address

Address

NON-COLLUSION AFFIDAVIT

**HATTIESBURG BUS STOPS
CITY OF HATTIESBURG, MISSISSIPPI**

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

STATE OF _____)
COUNTY OF _____) ss.

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

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

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

Affiant

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

Notary Public in and for

_____ County,

(SEAL)

My Commission Expires
_____, 20_____.

BID BOND

**HATTIESBURG BUS STOPS
CITY OF HATTIESBURG, MISSISSIPPI**

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

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

NOW THEREFORE,

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

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

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

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

Contractor

SEAL

By:_____

Surety

SEAL

By:_____

PROPOSED SUBCONTRACTORS
HATTIESBURG BUS STOPS
CITY OF HATTIESBURG, MISSISSIPPI

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

NAME

ADDRESS

CONTRACT FORMS

**HATTIESBURG BUS STOPS
CITY OF HATTIESBURG, MISSISSIPPI**

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CONTRACT

**HATTIESBURG BUS STOPS
CITY OF HATTIESBURG, MISSISSIPPI**

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

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

1. THE CONTRACTOR will commence and complete the "Hattiesburg Bus Stops" project in strict accordance with the Contract Documents and the Contract Drawings.
2. The Contractor will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will attain Final Completion within the contract time stipulated in the Advertisement for Bids unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The Contractor agrees to pay, as liquidated damages, the actual damages, costs, losses and expenses reasonably incurred by Owner for each consecutive calendar day that he shall be in default in attaining Final Completion within the time stipulated as provided herein.
3. The term "CONTRACT DOCUMENTS" means and includes Advertisement for Bids, Instructions to Bidders, Bidder's Proposal, Bid Bond, Contract, Payment Bond, Performance Bond, General Conditions, Supplementary Conditions, Technical Specifications, Contract Drawings, Notice of Award, Notice to Proceed, Addenda (if any), and all subsequent Change Orders, Supplemental Agreements and/or other modifications as if formally recopied in this Contract.
4. The Contractor agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents, Contract Drawings and other requirements of the Owner, and to the complete satisfaction of the Owner or his authorized representatives, and in accordance with the Laws of the state of Mississippi and the Ordinances of the Owner, for which the Owner hereby agrees to pay and the Contractor agrees to accept a sum of money in current funds equal to the contract amount of _____ (\$ _____) plus the amount of any supplemental agreements and force accounts for extra work authorized and duly set forth in a written change order approved and executed by the Owner and set forth in the public minutes of the Owner and in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the Contractor assuming all risks of every kind and description in the performance of this Contract.

-
5. The Contractor shall protect, indemnify and save harmless the Owner from and against any and all damage, loss, claims, judgments or expenses, including but not limited to reasonable attorney's fees, which the Owner may suffer or be subjected to by the performance of the work, including but without limitation injury to or death of any person whomever and destruction or damage to any property whatsoever.
 6. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of

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

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

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

OWNER

CONTRACTOR

BY _____

BY _____

ATTEST _____

ATTEST _____

(Seal)

(Seal)

PARTNERSHIP CERTIFICATE

State of _____

County of _____ Ss.

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

Notary Public in the

County of _____

State of _____

Notary Seal

My Commission Expires:

CORPORATE CERTIFICATE

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

Secretary

Corporate Seal

GENERAL INSTRUCTIONS FOR BONDS

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

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

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

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

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

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

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

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

00500-7

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

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

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

ATTEST:

(Principal) Secretary
(Seal)

Principal
By _____

(Address)

Witness as to Principal

(Address)

ATTEST:

Witness as to Surety

(Address)

Surety
By _____

(Address)

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

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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS THAT

(Name of Contractor)

(Address of Contractor)

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

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

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

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

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

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

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

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

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

ATTEST:

(Principal) Secretary
(Seal)

Principal
By _____

(Address)

Witness as to Principal

(Address)

ATTEST:

Surety

By _____

Witness as to Surety

(Address)

(Address)

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

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

NOTICE OF AWARD

Date _____

TO: _____

RE: Hattiesburg Bus Stops
 City of Hattiesburg, Mississippi

NOTICE OF AWARD

Gentlemen:

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

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

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

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

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

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

Sincerely,

NEEL-SCHAFFER, INC.

Geoffrey P. Crosby, P.E.
Senior Project Manager

c: Lamar Rutland, P. E.
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

ACCEPTANCE OF NOTICE

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

By _____

Title _____

NOTICE TO PROCEED

Date

To: _____

Attention: _____

REFERENCE: NOTICE TO PROCEED
HATTIESBURG BUS STOPS
CITY OF HATTIESBURG, MISSISSIPPI

Dear _____:

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

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

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

Sincerely,

City of Hattiesburg, Mississippi

Mayor Toby Barker

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

this, the _____ **day**

of _____, **20**_____.

By_____

Title_____

CONTRACT CHANGE ORDER

OWNER: _____ PROJECT NAME: _____

CONTRACTOR: _____

DATE: _____

CHANGE ORDER NUMBER: _____ CONTRACT NUMBER: _____

REASON FOR CHANGE: _____

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

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

TOTAL CONTRACT CHANGE	\$
	TOTAL CONTRACT
ORIGINAL CONTRACT AMOUNT:	\$
CURRENT CONTRACT AMOUNT:	\$
THIS CONTRACT CHANGE	
REVISED CONTRACT AMOUNT:	\$
CURRENT CONTRACT COMPLETION DATE:	
TIME EXTENSION REQUIRED BY CHANGE:	
REVISED CONTRACT COMPLETION DATE:	
THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY. RECOMMENDED BY: _____ ENGINEER _____ DATE _____ NEEL-SCHAFFER, INC. ACCEPTED BY: _____ CONTRACTOR _____ DATE _____	

Procurement.

A. All items to be purchased under this Agreement must be in accordance with all Federal and State governmental standards, including but not limited to those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

B. Recovered Materials.

1) In the performance of this Agreement and any subcontract, the CONTRACTOR shall, and require its subcontractors to, make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired as follows:

- a) Competitively within a timeframe providing for compliance with the Agreement performance schedule;
- b) Meeting performance requirements of the Agreement; or
- c) At a reasonable price.

2) Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

C. The CONTRACTOR shall comply with 2 C.F.R. Part 200, Subpart D, in the procurement of property or services under this Agreement.

Equal Employment Opportunity. During the performance of this Agreement, the CONTRACTOR agrees as follows:

A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

C. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this Agreement or with any of the rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The CONTRACTOR shall include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

H. The CONTRACTOR shall comply with all applicable Federal implementing regulations and other implementing requirements FTA may issue.

Compliance with the Contract Works Hours and Safety Standards Act.

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

C. Withholding for unpaid wages and liquidated damages. The COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of

such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Environmental Standards.

A. Clean Air Act.

1) The CONTRACTOR shall comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act, 42 U.S.C. Section 7401 *et seq.*

2) The CONTRACTOR shall report each violation to the COUNTY, which will report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office.

3) The CONTRACTOR shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA under this Agreement.

B. Federal Water Pollution Control Act.

1) The CONTRACTOR shall comply with all applicable standards, orders, and regulations issued pursuant to the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 *et seq.*

2) The CONTRACTOR shall report each violation to the COUNTY, which will report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency Regional Office.

3) The CONTRACTOR shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA under this Agreement.

6.23 Debarment and Suspension.

A. This Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the CONTRACTOR shall verify that none of the subcontractors, its principals (defined at 2 C.F.R. Section 180.995), or its affiliates (defined at 2 C.F.R. Section 180.905) are excluded (defined at 2 C.F.R. Section 180.940) or disqualified (defined at 2 C.F.R. Section 180.935).

B. The CONTRACTOR must comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. pt. 3000, Subpart C, in addition to remedies available to the COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and debarment.

Byrd Anti-Lobbying Amendment.

A. The CONTRACTOR has executed the certification regarding lobbying required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. Section 1352, attached as **Attachment C**.

B. Contractors and subcontractors who apply or bid for an award under this Agreement of \$100,000 or more shall file the certification required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. Section 1352 (which can be located at Appendix A, 44 C.F.R. Part 18). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. Section 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Civil Rights. The CONTRACTOR shall comply with 49 U.S.C. Section 5332, the Florida Civil Rights Act of 1992, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Architectural Barriers Act of 1968, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, all implementing regulations of these statutes, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

The CONTRACTOR shall not discriminate against present or prospective employees on the basis of age and shall comply with any implementing requirements that FTA may issue. **6.26 Drug-Free Workplace.** In accordance with the Drug Free Workplace Act of 1988 (codified at 41 U.S.C. Section 8101 *et seq.*, implemented by 2 C.F.R. Part 2429), the CONTRACTOR certifies that it has a policy designed to ensure that the CONTRACTOR's workplace is free from the illegal use, possession, or distribution of drugs or alcohol. The CONTRACTOR will require all of its subcontractors under this Agreement to comply with this requirement.

Business Enterprises. The CONTRACTOR will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, (15 U.S.C. Section 632). The CONTRACTOR may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

To the extent applicable, the CONTRACTOR, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONTRACTOR shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the COUNTY deems appropriate, which may include, but is not limited to:

- A. Withholding monthly progress payments;
- B. Assessing sanctions;
- C. Liquidated damages; and/or
- D. Disqualifying the CONTRACTOR from future bidding as non-responsible. 49 C.F.R. §

26.13(b).

The CONTRACTOR shall pay all subcontractors for satisfactory performance of their subcontracts no later than thirty (30) days from receipt of each payment the COUNTY makes to the CONTRACTOR.

USDOT Seal, Logo, and Flags. The CONTRACTOR shall not use the United States Department of Transportation (USDOT) seals, logos, crests, or reproductions of flags or likenesses of USDOT agency officials without specific FTA pre-approval.

False Claims and Statements. The CONTRACTOR acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this Agreement.

No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the COUNTY, CONTRACTOR, or any other party or entity pertaining to any matter resulting from the Agreement. The CONTRACTOR will include this provision in all subcontracts under this Agreement.

Buy America. The CONTRACTOR shall comply with 49 U.S.C. Section 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. Section 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. Section 5323(j)(2)(C) and 49 C.F.R. Section 661.11. The CONTRACTOR has submitted the appropriate Buy America certification with its proposal.

Cargo Preference. To the extent applicable, the CONTRACTOR shall:

A. Use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Agreement to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

B. Furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the COUNTY; and

C. Include these requirements in all subcontracts issued pursuant to this Agreement when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Energy Conservation. The CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Program Fraud and False or Fraudulent Statements or Related Acts. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801, *et seq.* and USDOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Agreement. Upon execution of this Agreement, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Agreement or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under this Agreement that may be financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Chapter 53, the Federal Government reserves the right to impose the penalties of

18 U.S.C. Section 1001 and 49 U.S.C. Section 5323(l) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

The CONTRACTOR shall include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. The clauses must not be modified, except to identify the subcontractor who will be subject to the provisions.

Safe Operation of Motor Vehicles. The CONTRACTOR is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the CONTRACTOR or the COUNTY. The CONTRACTOR shall adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle that the CONTRACTOR owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.

Veterans Employment. As provided by 49 U.S.C. Section 5325(k), to the extent practicable, CONTRACTOR shall, and require its subcontractors to,

A. give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and

B. not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

General Decision Number: MS190131 01/04/2019 MS131

Superseded General Decision Number: MS20180235

State: Mississippi

Construction Type: Highway

County: Forrest County in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015.

If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,

if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 01/04/2019

* ELEC0903-006 12/01/2017

Rates Fringes

ELECTRICIAN.....\$ 26.40 9.5%+5.19

SUMS2010-054 08/04/2014

Rates Fringes

CARPENTER (Form Work Only).....\$ 12.00 0.00

CEMENT MASON/CONCRETE FINISHER...\$ 11.54 1.63

HIGHWAY/PARKING LOT STRIPING:

Truck Driver (Line Striping

Truck).....\$ 14.55 0.00

INSTALLER - SIGN.....\$ 12.19 0.00

INSTALLER: Guardrail.....\$ 12.39 0.00

IRONWORKER, REINFORCING.....\$ 16.44 0.00

LABORER: Common or General,

Including Asphalt Raking,

Shoveling, Spreading.....\$ 10.34 0.00

LABORER: Flagger.....\$ 11.42 0.00

LABORER: Grade Checker.....\$ 14.82 0.00

LABORER: Luteman.....\$ 12.88 0.00

LABORER: Mason Tender -

Cement/Concrete.....\$ 10.57 0.00

LABORER: Pipelayer.....\$ 14.50 0.00

LABORER: Laborer-Cones/

Barricades/Barrels -

Setter/Mover/Sweeper.....\$ 12.17 0.00

OPERATOR: Asphalt Spreader.....\$ 14.71	0.00
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OPERATOR:

Backhoe/Excavator/Trackhoe.....\$ 14.20	0.00
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OPERATOR: Bobcat/Skid

Steer/Skid Loader.....\$ 11.86	0.00
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OPERATOR: Broom/Sweeper.....\$ 10.94	0.00
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OPERATOR: Bulldozer.....\$ 13.99	0.00
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OPERATOR: Concrete Saw.....\$ 13.93	0.00
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OPERATOR: Crane.....\$ 14.80	0.00
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OPERATOR: Distributor.....\$ 11.46	0.00
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OPERATOR: Grader/Blade.....\$ 16.09	0.00
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OPERATOR: Loader.....\$ 13.99	0.00
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OPERATOR: Mechanic.....\$ 13.00	0.00
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OPERATOR: Milling Machine.....\$ 16.96	0.00
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OPERATOR: Oiler.....\$ 12.22	0.00
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OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 11.56	0.00
OPERATOR: Roller (All Types)....	\$ 12.17	0.00
OPERATOR: Scraper.....	\$ 14.00	0.00
OPERATOR: Tractor.....	\$ 12.00	0.00
SURVEYOR (Staking, Marking and Brush Clearing).....	\$ 11.56	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.72	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 14.18	0.00
TRUCK DRIVER: Mechanic.....	\$ 12.31	0.00
TRUCK DRIVER: Water Truck.....	\$ 17.08	0.00
TRUCK DRIVER: Dump Truck (All Types).....	\$ 11.58	0.00
TRUCK DRIVER: Semi/Trailer Truck.....	\$ 14.36	0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in

the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial

contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative
Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

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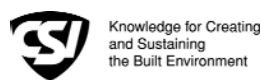
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These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.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

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. *PCBs*--Polychlorinated biphenyls.

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

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

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

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

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

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

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

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

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

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

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

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

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

administrative requirements and procedural matters applicable thereto.

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

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

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

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

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

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

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

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

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

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

1.02 Terminology

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

B. Intent of Certain Terms or Adjectives

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

C. Day

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

D. Defective

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

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

E. Furnish, Install, Perform, Provide

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

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

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

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

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

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

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

2.02 *Copies of Documents*

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

2.03 *Commencement of Contract Times; Notice to Proceed*

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

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

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

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

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

2. a preliminary Schedule of Submittals; and

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

2.06 *Preconstruction Conference*

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

2.07 *Initial Acceptance of Schedules*

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

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

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

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

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

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

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

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

3.02 *Reference Standards*

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

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

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

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

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

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

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

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

B. Resolving Discrepancies

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

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

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

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

3.04 *Amending and Supplementing Contract Documents*

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

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

1. A Field Order;

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

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

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

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

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

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

3.06 *Electronic Data*

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

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

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

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

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

4.01 *Availability of Lands*

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

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

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

4.02 *Subsurface and Physical Conditions*

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

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

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

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

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

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

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

4.03 *Differing Subsurface or Physical Conditions*

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

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

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

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

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

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

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

C. Possible Price and Times Adjustments

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

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

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

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

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

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

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

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

4.04 *Underground Facilities*

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

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

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

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

B. *Not Shown or Indicated*

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

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

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

4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

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

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

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

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

5.02 *Licensed Sureties and Insurers*

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

5.03 *Certificates of Insurance*

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

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

5.04 *Contractor's Liability Insurance*

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

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

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

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

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

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

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

b. by any other person for any other reason;

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

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

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

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

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

3. include completed operations insurance;

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

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

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

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

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

5.05 *Owner's Liability Insurance*

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

5.06 *Property Insurance*

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

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

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

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

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

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

6. include testing and startup; and

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

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

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

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

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

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

5.07 *Waiver of Rights*

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

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

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

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

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

5.08 *Receipt and Application of Insurance Proceeds*

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

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

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

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

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

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

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

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

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

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

received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

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

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

6.03 *Services, Materials, and Equipment*

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

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

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

6.04 *Progress Schedule*

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

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

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

6.05 *Substitutes and "Or-Equals"*

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

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

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

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

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

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

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

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

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

2. Substitute Items

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

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

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

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

1) shall certify that the proposed substitute item will:

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

b) be similar in substance to that specified, and

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

2) will state:

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

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

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

3) will identify:

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

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

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

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

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

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

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

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

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

6.06 Concerning Subcontractors, Suppliers, and Others

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

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

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

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

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

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

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

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

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

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

6.07 *Patent Fees and Royalties*

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

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

6.08 *Permits*

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

6.09 *Laws and Regulations*

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

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

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

6.10 Taxes

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

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

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

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

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

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

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

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

6.12 Record Documents

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

6.13 Safety and Protection

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

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

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

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

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

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

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

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals , any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents

with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 Continuing the Work

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or

disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal

shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and

properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep

Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show

partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall

promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and

Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have

resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall

be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an

allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted

by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 Delays

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to

be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress

payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent

inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

- a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
- b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
- c. there are other items entitling Owner to a set-off against the amount recommended; or
- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial

Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals

that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations

under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance

with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be

governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS

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SUPPLEMENTARY CONDITIONS

1. Definitions

- A. The definition of "Technical Specifications" shall be the same as the definition for Specifications stated in Paragraph 1.01 under item number 43 of the General Conditions.
- B. Delete Paragraph 1.01.A.12 of the General Conditions in its' entirety.
- C. In Paragraph 1.01A.52 delete the following words, "or responding to differing or unseen subsurface or physical conditions under which the work is to be performed or to emergencies."

2. Commencement of Contract Time: Notice to Proceed

The commencement of Contract Time, as stated in Item 2.03 of the General Conditions is changed to read The Contract Time will commence to run within the sixtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later than the sixtieth day after the Effective Date of the Agreement.

Notice to Proceed may be given at any time within sixty days after the Effective Date of the Agreement. Refer to Item 21 of the Instructions to Bidders regarding execution of the Contract.

3. Before Starting Construction

In addition to the requirements of Paragraph 2.05 of the General Conditions, "**CONTRACTOR** shall deliver to the **OWNER**, with his signed Contract, all bonds and insurance which he is required to purchase and maintain in accordance with Article 5 of the General Conditions. A copy shall also be submitted to the **ENGINEER**. The **OWNER** shall deliver to the **CONTRACTOR** a copy of all policies of insurance which the **OWNER** is required to purchase and maintain in accordance with Article 5 of the General Conditions."

4. Preconstruction Conference

The time period for holding the preconstruction conference as stated in Paragraph 2.06 of the General Conditions shall be within 30 days after the Effective date of the Agreement, but before the **CONTRACTOR** starts the Work at the site.

5. Subsurface and Physical Conditions

Paragraphs 4.02 and 4.03 shall be deleted in its' entirety and replaced with the following:

DIFFERING SITE CONDITIONS PROVISION:

Execution of this Contract (Agreement) by the Contractor is a representation that the Contractor has visited the site, that general and local conditions are suitable for the work to be performed and that the Contractor accepts all conditions at the Project site. The Contractor assumes all risks with respect to the requirements of the Contract Documents, including without limitation the characteristics (natural and manmade) of the site, site accessibility, labor rates and availability, weather conditions, and any other matter that could affect the performance and cost of the work.

6. Insurance Requirements

- A. Paragraphs 5.05 and 5.06 shall be deleted in their entirety.
- B. Paragraphs 5.07.B, 5.07.B.1 and 5.07.B.2 shall be deleted in their entirety.
- C. In addition to the requirements of Article 5 of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.
 - 1. The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**. If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**, including all additional insureds and waivers of subrogation.
 - 2. Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein and all coverage requirements specified in contract documents are filed with and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.
 - 3. The **CONTRACTOR** shall secure and maintain in effect for the period of the **CONTRACT** and pay all premiums for the following kinds and amounts of insurance:
 - a. Worker's Compensation and Employer's Liability Insurance: This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees, which for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability limits in the amount of ONE MILLION DOLLARS (\$1,000,000.00). **CONTRACTOR** and subcontractors shall supply **OWNER** endorsements from their carriers evidencing waiver of subrogation in favor of the **OWNER**.

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- b. **CONTRACTOR'S** and Subcontractor's Comprehensive General Liability Insurance, including bodily injury, property damage, contractual and other standard coverage contained in Comprehensive General Liability Insurance, in an amount of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and aggregate. **OWNER** shall be provided an endorsement naming the **OWNER** as an insured from the insurer for the work contracted. The Comprehensive General Liability policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:
- i. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.
 - ii. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
 - iii. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.
- c. **CONTRACTOR'S** Contingent or Protective Liability and Property Damage: In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect the **CONTRACTOR** from any and all claims arising from the operation of Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/\$1,000,000 for Public Liability Insurance and \$500,000/\$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.
- d. Auto Liability: The **CONTRACTOR** shall maintain Auto Liability Insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) Combined Single Limit to protect him from any and all claims arising from the use of the following:
- i. **CONTRACTOR'S** own automobiles and trucks.
 - ii. Hired and non-owned automobiles and trucks.
 - iii. Automobiles and trucks owned by Subcontractors.
- The aforementioned is to cover use of automobiles and trucks on and off the site of the Project. The **OWNER** shall be provided an endorsement from the insurer naming the **OWNER** as an insured for the work contracted.
- e. **OWNER'S** Protective Liability Policy: The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds, in an amount not less than ONE MILLION DOLLARS (\$1,000,000).
- f. Umbrella Liability: The **CONTRACTOR** shall provide **OWNER** a certificate of insurance evidencing Umbrella Liability Insurance in the amount of not less than FIVE MILLION DOLLARS (\$5,000,000).

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- g. Builder's Risk and Boiler and Machinery Insurance: The **CONTRACTOR** shall purchase and maintain Builder's Risk and Boiler and Machinery Insurance in the amount of the total value of the materials necessary for the project. A certificate evidencing such coverage shall be on file with the **OWNER**.
 - h. Property Insurance: No property insurance is required for this project.

7. Contractor's Responsibilities

Delete Paragraph 6.02.B in its entirety.

8. Record Documents

In addition to the requirements of Paragraph 6.12 of the General Conditions, **CONTRACTOR** shall provide accurate 'mark-ups' acceptable to the **ENGINEER** on or before the date of Substantial Completion of the Project for use by the **ENGINEER** in the preparation of 'record' drawings. Final payment will not be made to the **CONTRACTOR** prior to the **ENGINEER** receiving these mark-ups from the **CONTRACTOR**.

9. Limitations on ENGINEER'S Responsibilities

In addition to the requirements of Paragraph 9.09.B, when it comes to his attention, the **ENGINEER** will immediately notify the **OWNER** in the event that the **CONTRACTOR** is not complying with the Contract Documents or is conducting the Work in such a manner that could be considered grounds for termination of the Contract. The **CONTRACTOR** shall retain responsibility for performing all Work in compliance with the Contract Documents.

The following language shall be added to Paragraph 9.09.B:

“Consistent with the express provisions of this Section 00700, Article 6.13, Article 6.17.D.2, Article 9.02.B, Article 9.09, this Article 9.09.B, and Article 14.02.B.4.b, any reference to “safety” elsewhere in this contract, including but not limited to those found in Section 00700, Articles 4.02.B.1, 4.04.A.2.d, 4.04.B.1, 4.06.B.1, 6.02.B, 6.14, 6.15, 6.16, 6.17.C.1.c, and 13.02.A, does not impose upon the Engineer any duty, obligation or other contractual undertaking to administer the “safety” aspects of Contractor’s performance, or any other matter relating to the Contractor’s means, methods, techniques, sequences or procedures. Contractor’s contractual safety obligations and means and methods during construction are the sole responsibility of the Contractor and are not being administered, overseen or reviewed in any way by the Engineer in performing its contractual obligations”

10. Change of the Contract Time

In addition to the requirements of Paragraph 12.03 of the General Conditions, rainstorms which are encountered in the project area on a regular and seasonal basis do not constitute an abnormal weather condition.

11. Payments to **CONTRACTOR**

Paragraph 14.02, Application for Payments, is deleted in its' entirety and the following substituted therefore:

- A. Monthly Estimates and Partial Payments: The **CONTRACTOR'S** partial payment period shall end on the last day of each month. The **CONTRACTOR** shall submit acceptable Application for Payment to the **ENGINEER** by the date indicated on the payment schedule as supplied to **CONTRACTOR** by **ENGINEER** provided that the amount due on completed work is at least \$500.00. The partial payment request shall be filled out and signed by the **CONTRACTOR** covering the work completed as of the date of the request and accompanied by such supporting documentation as is required by the Contract Documents and also as the **ENGINEER** may reasonably require. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include in any monthly estimate advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site, the Application for Payment shall also be accompanied by such data, satisfactory to **OWNER**, as will establish **OWNER'S** title to the material and equipment and protect **OWNER'S** title to the material and equipment and protect **OWNER'S** interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of **CONTRACTOR** stating that all previous progress payments received on account of the Work have been applied to discharge in full all of **CONTRACTOR'S** obligations reflected in prior Applications for Payment.
- B. After each monthly estimate has been approved, the **OWNER** shall pay to the **CONTRACTOR** 95 percent of the amount of said estimate. From the total value of each estimate there will be deducted an amount equivalent to 5 percent of the whole as a retainage to be held by the **OWNER**. The monthly estimates will be approximate only and subject to correction in any subsequent estimate rendered following discovery of the error. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include any monthly advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work.
- C. Subsequent to discovery of any defective or questionable work, an amount equal to the estimated value of such work will be deducted from the next current estimate. The sum will not be included in a subsequent estimate until the defects have been remedied to the **ENGINEER'S** satisfaction.
- D. The **OWNER** reserves the right to withhold payment of any monthly estimate that becomes due if, in the opinion of the **OWNER'S** Attorney, such action is warranted because of any breach of the Contract Provisions or malfeasance on the part of the **CONTRACTOR** or because the progress or the quality of the work is unsatisfactory and does not comply with the Plans and Specifications.

Paragraph 14.02.C of the General Conditions is modified to read “60 days after presentation of the Application for Payment to **OWNER** with **ENGINEER’S** recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by **OWNER** to **CONTRACTOR**.”

Paragraph 14.07.C of the General Conditions is modified to read, "If the Application and accompanying documentation are appropriate as to form and substance, **OWNER** shall, within 60 days after receipt thereof, pay **CONTRACTOR** the amount recommended by **ENGINEER**."

Delete Paragraph 14.09.A.2 in its entirety.

12. List of Contract Drawings: Not Used.

13. Liquidated and Special Damages

The **CONTRACTOR** will be subject to liquidated damages and actual damages in the amount of the actual costs incurred by the Owner after the time stipulated for Substantial Completion of the work. The **CONTRACTOR** will be subject to liquidated damages in the amount of \$250 for each consecutive calendar day after the time stipulated for Substantial Completion of the work. The actual costs include, but are not limited to construction related costs resulting from the Contractor’s failure to complete the work on schedule.

The liquidated damages provided for herein were not calculated in contemplation or anticipation that the **CONTRACTOR** would default or otherwise abandon the project. In the event the **CONTRACTOR** does default or otherwise abandon the project, the **OWNER** reserves the right to collect from the **CONTRACTOR** or its surety, in addition to the liquidated damages, the actual damages including, but not limited to, additional engineering costs, incurred by the **OWNER** as a result of the default or abandonment.

14. Suspension of Work and Termination

In Paragraph 15.04.A delete the following words: “or Engineer fails to act on any Application for Payment within thirty days, after it is submitted” and add the words “if the”. In Paragraph 15.04.B delete the following words: “if Engineer has failed to act on an Application for Payment within thirty days after it is submitted” and add the words “if the”.

16. Methods and Procedures

Delete sentence 16.01.C.2 in its entirety

**** END OF SECTION ****

SECTION 01010
SUMMARY OF WORK

PART 1 GENERAL

1.01 Location of Work

All of the work of this Contract is located in public right-of-way or on easements and property owned or obtained by the Owner.

1.02 Work to be Done

- A. The CONTRACTOR shall furnish all labor, materials, equipment, tools, services and incidentals to complete all work required by these Specifications and as shown on the Drawings.
- B. The CONTRACTOR shall perform the work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.
- C. All materials, equipment, skills, tools and labor which are reasonably and properly inferable and necessary for the proper completion of the work in a substantial manner and in compliance with the requirements stated or implied by these Specifications or Drawings shall be furnished and installed by the CONTRACTOR without additional compensation, whether specifically indicated in the Contract Documents or not.
- D. The CONTRACTOR shall comply with all county, state, federal, and other codes which are applicable to the proposed construction work.

1.03 General Description of Work to be Performed

- A. The Work included in the Contract shall be as described in the Contract Documents.
- B. All work shall be done as described in the Specifications and as shown on the Drawings, complete, tested and ready for operation.

1.04 Work Sequence

- A. All work to be done under the Contract shall be done with minimum inconvenience to the OWNER. The CONTRACTOR shall coordinate his work with private property owners such that existing drainage, water service, sewer service and garbage pickup and other public services are maintained at all times.
- B. Construct Work in stages to accommodate the OWNER'S use of the premises during the construction period; coordinate the construction schedule and operations with the ENGINEER.
- C. Construct the Work in stages to provide for public convenience. Do not close off public

access until completion of one stage of construction will provide alternative usage.

1.05 Construction Areas

- A. CONTRACTOR shall limit his use of the construction areas for Work and for storage, to allow for:
 - 1. Work by other contractors.
 - 2. OWNER use.
 - 3. Public use.
- B. Coordinate use of work site under direction of ENGINEER.
- C. Assume full responsibility for the protection, security and safekeeping of products under this Contract stored on the site.
- D. Move any stored products, under CONTRACTOR'S control which interfere with operations of the OWNER or other contractors.
- E. Obtain and pay for the use of additional storage or work areas needed for operations.

1.06 Owner Occupancy

- A. OWNER will have full access to and use of all existing sewer facilities during the entire period of construction for the conduct of his normal operations. Cooperate with ENGINEER in all construction operations to minimize conflict and to facilitate OWNER usage.
- B. CONTRACTOR shall at all times conduct his operations as to insure the least inconvenience to the general public.

1.07 Partial Owner Occupancy

The CONTRACTOR shall schedule his operations for completion of portions of the Work, as designated, for the OWNER'S occupancy prior to Substantial Completion of the entire Work.

1.08 Plans and Specifications

- A. Specifications: The Technical Specifications consist of three parts: General, Products, and Execution. The General section contains general requirements which govern the work. The Products and Execution sections modify and supplement these by detailed requirements of the work and shall always govern whenever there appears to be a conflict.
- B. Intent:
 - 1. All work called for in the Specifications applicable to the Contract but not shown on the Plans in their present form or vice versa shall be of like effect as if shown or mentioned in both. Work not specified in either the Plans or in the Specifications but involved in carrying out their intent or in the complete and proper execution of the work is required and shall be performed by the CONTRACTOR as though it were specifically delineated or described at the CONTRACTOR'S expense.
 - 2. The apparent silence of the Specifications as to any detail, or the apparent omission

from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.

- C. Conflict between Drawings and Specifications. Where an obvious conflict exists between the Plans and Specifications, the ENGINEER shall decide which governs and the CONTRACTOR shall comply with the decision. Such decision shall not be grounds for additional payment to the CONTRACTOR, i.e., the CONTRACTOR shall include the price of the most expensive alternative in his bid.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 Description

- A. CONTRACTOR shall furnish all labor, materials, tools, equipment, appurtenances and all services necessary to perform all Work required, at the lump sum or unit prices for the items listed in the Prices Bid Table located in the Bid Proposal.
- B. The pay items listed in the Bid Proposal constitute all of the pay items for the completion of the Contract. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, plant, services, CONTRACTOR'S or ENGINEER'S field offices, layout surveys, job signs, sanitary requirements, testing, safety devices, approval and record drawings, water supplies, power, removal of waste, watchmen, bonds, insurance, and all other requirements of the Contract Documents. Compensation for all such services, things and materials shall be included in the prices stipulated for the lump sum and unit pay items listed herein.

1.02 Engineer's Estimate of Quantities

The ENGINEER's estimated quantities for unit bid prices, as listed in the Bid Form, are approximate only and are included solely for the purpose of comparison of Bids. The OWNER does not expressly or by implication agree that the nature of the materials encountered below the surface of the ground or the actual quantities of material encountered or required will correspond therewith and reserves the right to increase or decrease any quantity or to eliminate any quantity as OWNER may deem necessary.

1.03 Related Provisions Specified Elsewhere

- A. Payments to CONTRACTOR: Refer to General Conditions and Supplemental Conditions.
- B. Changes in Contract Price: General Conditions and Contract Forms.
- C. Schedule of Values: Section 01026.

1.04 Measurement of Quantities

- A. The measurement and determination of quantities for each pay item will be made in general as prescribed hereinafter and specifically as set out under Method of Measurement and Basis of Payment for each respective pay item section. Actual authorized quantities of work, complete and accepted under the contract, will be measured by the Engineer according to United States standard measures, and in accordance with well recognized engineering practices.
- B. A station when used as a definition or term of measurement will be 100 linear feet.

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- C. Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures having an area of nine square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered by the Engineer.
 - D. Where the area unit for measurement and payment is specified for erosion control items, the measurements will be taken on the slope of the ground to compute the actual surface area for payment.
 - E. Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
 - F. All items which are measured by the linear foot, such as pipe culverts, guardrail, underdrains, etc., will be measured as specified under the Method of Measurement for the item unless otherwise shown on the plans.
 - G. No payment will be made for unauthorized excavation. Excavation or embankment performed beyond the required neat lines or slope stakes will not be measured for payment unless within tolerances specified or otherwise provided.
 - H. In computing volumes of excavation and embankment, the average end area method will be used, unless otherwise specified.
 - I. When size number is used in the measurement of wire, it will mean the size number specified in AASHTO Designation: M 32.
 - J. The term ton will mean the short ton consisting of 2000 pounds avoirdupois. All materials which are specified for measurement by the ton shall be weighed by competent personnel on approved scales set at locations approved by the Engineer or in the case of prepackaged materials, the manufacturer's bag weight may be used. If material is shipped by rail, the car weight may be accepted provided it is the actual weight of material and not minimum car weight used for assessing freight tariff. However, car weights will not be acceptable for material to be used in mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such time as the Engineer directs, and each truck shall bear a plainly legible identification mark.
 - K. When a complete structure or structural unit, in effect "lump sum" work, is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.
 - L. Volumes of materials computed in cubic yards by the average end area method are designated as "Final Measure" (FM), or "Final Measure - Embankment" (FME). Volumes of materials designated for measurement loose in the vehicle are designated as "Loose Vehicle Measure" (LVM).

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- M. Volumetric measurement of excavation, embankment, granular materials or similar materials in cubic yards will be made by the methods designated on the plans or in the proposal. For justifiable reasons, such as impracticability of measurement of volumes (usually small) by the designated method, the Engineer may order measurement by another method as follows:
1. Volumes designated for payment by FM may be measured LVM and converted to contract measurement by multiplying the loose measure by 80 percent.
 2. Volumes designated for payment by LVM may be measured in its original position by the average end area method and multiply the FM measure by 125 percent.
 3. Volumes designated for payment by FME may be measured in its original position by the average end area method and multiply the FM measure by 90 percent.
 4. Small volumes of surplus, excess excavation or other small volumes of excavation which are impractical to measure by the average end area method but are designated to be measured by FME may be measured LVM and multiply the loose measure by 72 percent.

When the Engineer orders the use of a conversion factor for converting a unit of measure, the ordered method of measurement shall be deemed acceptable to all parties and shall be final.

- N. When requested by the Contractor and with written approval of the Engineer, material specified to be measured by the cubic yard or ton may be converted to the other measure as appropriate. Factors for this conversion will be determined by the Engineer and agreed to by the Contractor before such method of measurement is used.
- O. All materials measured by the cubic yard LVM shall be hauled in approved vehicles and verified at the point of delivery. Vehicles may be of any size or type acceptable to the Engineer provided the body is of such shape that the capacity may be readily and accurately determined to the whole cubic yard. Unless all vehicles on the work are of uniform capacity, each vehicle must be plainly labeled to indicate its measured capacity. All vehicles shall be legibly numbered for identification.
- P. The vehicles shall be loaded to ensure a water level load when they arrive at the point of delivery. Loads hauled in unapproved vehicles and loads of a quantity less than the measured quantity for the hauling vehicle, will be subject to rejection.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01026
SCHEDULE OF VALUES

PART 1 GENERAL

1.01 Requirements Included

The Schedule of Values is an itemized list that establishes the value or cost of each part of the work as defined in Section 01025, Part 1.04. All other work shall be paid according to the Prices Bid Table. It shall be used as the basis for preparing progress payments and may be used as a basis for negotiations concerning additional work or credits which may arise during the construction. Quantities and unit prices may be included in the schedule when approved by or required by the ENGINEER.

1.02 Preparation

- A. Schedule shall show breakdown of labor, materials equipment and other costs used in preparation of the Bid.
- B. Costs shall be in sufficient detail to indicate separate amounts for each Section of the Specifications.
- C. CONTRACTOR may include items for bond, insurance, temporary facilities and job mobilization within the mobilization bid item.
- D. Schedule of Values shall be prepared on 8-1/2 inch by 11 inch white paper.
- E. Use Table of Contents of the Specifications as basis for Schedule format and identify each item with number and title in the Table of Contents. List sub-items of major products or systems as appropriate or when requested by ENGINEER.
- F. When requested by ENGINEER, support values with data that will substantiate their correctness.
- G. The sum of the individual values shown on the Schedule of Values must equal the total Contract Price.
- H. The manner in which overhead and profit are shown shall be supported by the ENGINEER.
- I. Schedule shall show the purchase and delivery costs for materials and equipment that the CONTRACTOR anticipates he shall request payment for prior to their installation.

1.03 Submittal

Submit two copies of Schedule to ENGINEER for approval at least 20 days prior to submitting first application for a progress payment. After review by ENGINEER, revise and resubmit Schedule as required until it is approved.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01027

APPLICATIONS FOR PAYMENT

PART 1 GENERAL

1.01 Requirements Included

Submit Applications for Payment to the ENGINEER in accordance with the General Conditions and in the form required by the OWNER.

1.02 Format and Data Required

- A. Submit applications typed with itemized Schedule of Values data typed on 8-1/2 inch x 11 inch white continuation sheets.
- B. Provide detailed substantiating data on additional sheets, including paid invoices where applicable.

1.03 Preparation of Application for Progress Payments

- A. Application Form:
 - 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
 - 2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
 - 3. Execute certification with signature of a responsible officer of the CONTRACTOR.
- B. Continuation Sheets:
 - 1. Fill in total list of all scheduled component items of work, with item number and scheduled dollar value for each item.
 - 2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored. Round off values to the nearest dollar or as specified for Schedule of Values.
 - 3. List each Change Order executed prior to date of submission by Change Order Number and description.
 - 4. To receive payment for materials stored on site, submit copies of the original paid invoices with the application for payment.

1.04 Substantiating Data for Progress Payments

- A. Provide substantiating data containing suitable information for review of costs requested with the applications for progress reports identifying:
 - 1. The payment item to which the substantiating data applies.
 - 2. Application number and date.
 - 3. Detailed list of enclosures.
 - 4. For stored materials:
 - a. Item number and identification as shown on application.

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- b. Description of specific material and invoice of delivered material.
 - c. Consolidated inventory of stored materials showing:
 - (1) Materials received.
 - (2) Materials used.
 - d. Additional stored materials may not be claimed upon reaching 75% completion of the total project.
 - e. Stored Materials shall be inventoried jointly prior to each pay request.
- B. Submit one copy of data for each copy of application for payment.
- C. The CONTRACTOR is to maintain an updated set of record drawings in accordance with Section 01720. As a prerequisite for monthly progress payments, the CONTRACTOR is to exhibit the updated record drawings for review by the OWNER and the ENGINEER.
- D. Construction photographs as required by Section 01380 will be submitted with each progress payment and shall be considered a part of that payment request.
- E. Updated construction schedule showing work completed and work projected by month to the completion of the project.

1.05 Preparation of Application for Final Payment

- A. Fill in application form as specified for progress payments.
- B. Use continuation sheet for presenting the final statement of accounting.

1.06 Submittal Procedure

- A. Submit applications for payment to the ENGINEER at the times stipulated in the General Conditions.
- B. Initially a pencil draft application shall be informally submitted to the ENGINEER who shall review the draft with the CONTRACTOR and make adjustments as appropriate. The CONTRACTOR shall then prepare a formal typed application using the informally approved amounts and submit three (3) complete sets to the ENGINEER.
- C. When the ENGINEER finds the application properly completed and correct, as informally approved, he will transmit it to the OWNER for payment with a copy to the CONTRACTOR.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01030

SPECIAL PROJECT PROCEDURES

PART 1 GENERAL

1.01 WORKMANSHIP, MATERIAL AND EQUIPMENT

- A. When a particular product is specified or called for, it is intended and shall be understood that the Contractor include those products in his bid. Should the Contractor desire to substitute products which he purports to be equal to those specified, the Contractor shall furnish information as described in Section 00700, General Conditions, The alternative products(s) submitted by the Contractor shall meet the requirements of the specifications and shall, in all respects, be equal to the products specified by name herein.
- B. All apparatus, mechanism, equipment, machinery, and manufactured articles for incorporation into the Work shall be new and unused and the standard products of recognized reputable manufacturers.

1.02 PROVISIONS FOR CONTROL OF EROSION AND POLLUTANTS

Sufficient precautions shall be taken during construction to minimize the runoff of polluting substances such as silt, clay, fuels, oils, bitumens, calcium chloride, or other materials harmful to humans, fish, or other life, into the ground and surface waters of the state. Contractor will give all notices and comply with all laws, notices, ordinances, rules and regulations applicable to the work, without exception.

1.03 ON-SITE STORAGE

The Contractor's attention is invited to special storage requirements and possible charges for noncompliance of on-site storage requirements for materials and equipment as specified in Section 01600.

1.04 INCLEMENT WEATHER

- A. In the event of inclement weather, or whenever Engineer shall direct, Contractor and Subcontractors will protect carefully the work and materials against damage or injury from the weathers, including sudden rises in flows due to storms outside the immediate construction zone. Damaged Work and materials shall be removed and replaced. If, in the opinion of Engineer, any portion of Work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or Subcontractors to so protect the Work, no additional time for removal and replacement will be given by the Owner.

1.05 WARRANTIES

- A. All work supplied under the Contract shall be warranted for a period of one (1) year or such longer period of time as may be prescribed by any special guarantee required by Change Orders or issued by Subcontractor, suppliers, or manufacturers, from the date of acceptance for operations (beneficial use) by the Owner as specified in Section 01740, Warranties and Bonds.
- B. The work shall be warranted to be free from defects in workmanship, design and materials. If any part of the work should fail during warranty period, it shall be replaced or restored to service at no expense to the Owner.

1.06 CONSTRUCTION CONDITIONS

The Contractor shall strictly adhere to the specific requirements of the governmental units(s) or agency(ices) having jurisdiction over the work. Wherever there is a difference in the requirements of a jurisdictional body and these Specifications, the more stringent shall apply.

1.07 PUBLIC NUISANCE

The Contractor shall not create a public nuisance, including, but not limited to, encroachment on adjacent lands, flooding of adjacent lands, or excessive noise.

1.08 SUSPENSION OF WORK DUE TO WEATHER

During inclement weather, all work which might be damaged or rendered inferior by such weather conditions shall be suspended. The orders and decisions of the Engineer as to suspensions shall be final and binding. The authority of the Engineer to issue such an order shall not be interpreted as a requirement to do so. During suspension of the work from any cause, the work shall be suitably covered and protected so as to preserve it from injury by the weather. Notwithstanding this provision, it is understood and agreed that the General Conditions shall control.

1.09 RELOCATIONS

The Contractor shall be responsible for the relocation of structures, including, but not limited to, light poles, signs, sign poles, fences, mailboxes, piping, conduits and drains that interfere with the positioning of the work as set out on the Drawings. The cost of all such relocations shall be included in the bid.

1.10 SALVAGE

Any existing equipment or materials, including, but not limited to, valves, pipes, fittings, couplings, etc., which are removed or replaced as a result of construction under this project may be designated as salvage by the Engineer and, if so, shall be removed and delivered to the Owner at a location directed by the Engineer.

1.11 PERMITS

Upon notice of award, the Contractor shall immediately apply for all applicable permits not previously obtained by the Owner to do the work from the appropriate governmental agency or agencies. No work shall commence until all applicable permits have been obtained and copies delivered to the Engineer. The costs for obtaining all permits shall be borne by the Contractor.

1.12 HAZARDOUS LOCATION

- A. The existing wet wells, manholes, sewers, force mains, pipes, and other related areas are hazardous locations in that explosive concentrations of sewage gas may be present. The Contractor is cautioned that the above areas, especially the wet well, may be deficient in oxygen. Checks shall be made by the Contractor whenever personnel are working in these areas to insure that adequate ventilation has been provided.
- B. In his operations in hazardous locations, the Contractor shall use spark-proof tools and explosion-proof temporary lighting and shall not use electric power tools, open flame devices, electric welding or any device or methods which might conceivably cause ignition or explosion.
- C. If a working is atmosphere is unsafe, the Contractor shall furnish, install, operate, and later remove such temporary auxiliary ventilating facilities as are necessary to provide a safe atmosphere.
- D. The Contractor shall also instruct and caution his employees and the employees of his subcontractors to avoid smoking while in the hazardous areas. Suitable prominent "No Smoking" signs shall be placed at locations where sewage gas could be present.

1.13 NOTIFICATION OF WORK ON EXISTING FACILITIES

Before commencing work on any of the existing structures or equipment, the Contractor shall notify the Engineer, in writing, at least ten (10) calendar days in advance of the date he proposes to commence such work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01041

PROJECT COORDINATION

PART 1 GENERAL

1.01 Work Progress

The CONTRACTOR shall furnish personnel and equipment which will be efficient, appropriate, and large enough to secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the time stipulated in the contract. If at any time such personnel appear to the ENGINEER to be inefficient, inappropriate, or insufficient for performing the quality of work required or for producing the rate of progress aforesaid, he may order the CONTRACTOR to increase the efficiency, change the character or increase the personnel and equipment, and the CONTRACTOR shall conform to such order at his own expense. Failure of the ENGINEER to give such order shall in no way relieve the CONTRACTOR of his obligations to perform the work at the specified quality and rate of progress.

1.02 Private Land

The CONTRACTOR shall not enter or occupy private land outside of the OWNER'S land, right-of-ways, or servitudes except by written permission of both the OWNER and the Owner of the private land. Such permission shall be obtained by and at the expense of the CONTRACTOR and at no additional cost to the OWNER.

1.03 Work Locations

Work shall be located substantially as indicated on the Drawings, but the Engineer reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons.

1.04 Open Excavations

All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons and damage to property. The CONTRACTOR shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by the public, OWNER'S and ENGINEER'S personnel, and workmen.

1.05 Test Pits

Test pits for the purpose of locating underground utilities or structures which may interfere with installation of the Work shall be excavated in advance of the Work and backfilled by the CONTRACTOR. Test pits shall be backfilled immediately after their purpose has been satisfied and maintained in a manner satisfactory to the ENGINEER. The costs for such test pits shall be included in the cost of the work for which the test pits benefit.

1.06 Water for Construction Purposes

- A. In locations where public water supply is available, the CONTRACTOR shall purchase water for all construction purposes.
- B. The CONTRACTOR shall make his own arrangements and pay all costs for connections to public water systems and for water used. Existing OWNER supplies or connections shall not be used without prior approval by OWNER.

1.07 Maintenance of Flow

The CONTRACTOR shall maintain the flow of sewers, drains, and water courses interrupted during the progress of the Work, including complete pumped bypass systems where necessary. The CONTRACTOR shall immediately remove all offensive matter. The entire procedure of maintaining existing flow shall be fully discussed with the ENGINEER well in advance of the interruption of any flow. All temporary works installed for flow maintenance shall be removed when the permanent work is finished and the areas cleaned and restored to good condition.

1.08 Protection of Construction and Equipment

- A. All newly constructed work shall be carefully protected from injury in any way. No wheeling or walking or placing of heavy loads on it shall be allowed. All portions of the work injured shall be reconstructed by the CONTRACTOR at his own expense.
- B. All structures shall be protected in a suitable manner. Should any parts of the structures become heaved, cracked or otherwise damaged, all such damaged portions of the work shall be completely repaired and made good by the CONTRACTOR at his own expense and to the satisfaction of the ENGINEER. If, in the final inspection of the work, any defects, faults or omissions are found, the CONTRACTOR shall cause the same to be repaired or removed and replaced by proper materials and workmanship without extra compensation for the materials and labor required. Further, the CONTRACTOR shall be fully responsible for the satisfactory maintenance and repair of the construction and other work undertaken herein for at least the guarantee period described in the contract.
- C. The CONTRACTOR shall take all necessary precautions to prevent damage to any structure due to water pressure (groundwater or surface water) during and after construction and until such structure is accepted and taken over by the OWNER.
- D. The CONTRACTOR is responsible for security of the site. Security of all equipment, material, tools, machinery, supplies, structures, buildings, vehicles and offices is the responsibility of the CONTRACTOR. Measures to affect job site security and limit unauthorized access, including temporary fencing, security guards, and other measures are the responsibility of the CONTRACTOR at his expense.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01041.1

UTILITIES COORDINATION

PART 1 GENERAL

1.01 UTILITIES

Utilities for the purpose of these specifications shall be considered as including, but not limited to: pipelines, conduits, cables, transmission lines and appurtenances of Public Utilities and those of Special Utility Districts, Cities or Towns, businesses or individuals solely for their own use or for use of their tenants; and storm drains, sanitary sewers, street lighting, traffic signal and fire alarm systems.

1.02 UNDERGROUND INSTALLATIONS

Existing underground pipelines and utilities are indicated on the Drawings only to the extent such information was made available to or discovered by Engineer in preparing drawings. There is no guarantee as to the accuracy or completeness of such information, and all responsibility for the accuracy and completeness thereof is expressly disclaimed by the Owner and the Engineer.

1.03 UTILITIES LOCATED IN CITY RIGHT-OF-WAY

Unless otherwise provided or excepted herein, the removal, adjusting, relocation, or replacement of utility structures or facilities within City right-of-way which may be necessary for construction of the work in accordance with these Contract Documents, shall be at the expense of the Contractor.

It shall be the Contractor's responsibility to protect and maintain those utilities which, in the opinion of the Engineer, do not need to be disturbed in order to accomplish the work required by the contract.

1.04 RELOCATIONS OF EXISTING GAS LINES, TELEPHONE LINES, ELECTRIC LINES, CABLE TV LINES AND WATER LINES

The Contractor shall notify the proper authority of the utility involved when relocation of these lines is required. The Contractor shall coordinate all work by the utility so that the progress of construction will not be hampered.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL

The Contractor, when the Notice to Proceed is received, shall notify the owners of utilities affected by the work, the approximate date upon which he will begin work, and shall submit a progress schedule of the proposed work. This shall be deemed sufficient notice if the project progresses

according to the progress schedule submitted with the notification. If changes in the schedule of the work occur, the Contractor shall appraise both the owner of the utility affected and the Engineer so that adjustments in the work schedule of utility can be made. The Contractor shall be responsible for damages to the utility facility and construction delays resulting from failure to notify the utility and the Engineer of changes in procedure or location.

3.02 PROTECTION OF EXISTING UTILITIES

- A. The attention of the Contractor is drawn to the fact that during excavation, the possibility exists of the Contractor encountering various water, gas, telephone, electrical, or other utility lines not shown on the Drawings. The Contractor shall exercise extreme care before and during excavation to locate and flag these lines so as to avoid damage to the existing lines. Should damage occur to an existing line, the Contractor shall repair the line at no cost to the Owner.
- B. The Contractor shall assume full responsibility for the protection of all utilities, public and private, including poles, services to buildings, gas pipes, water pipes, hydrants, sewers, drains, and electric and telephone cables, whether or not they are shown on the Drawings. The Contractor shall carefully support and protect all such utilities from injury of any kind. Any damage resulting from the Contractor's operation shall be repaired by him at his expense.

The protection and preservation of utility facilities which are located within the right-of-way, but outside the normal limits of construction, as determined by the Engineer, shall be the responsibility of the Contractor. The Contractor shall be responsible for all damage to utilities which are due to his negligence.

- C. The Contractor shall bear full responsibility for obtaining locations of all underground structures and utilities (including existing water services, drain lines, and sewer). Services to buildings shall be maintained, and all costs or charges resulting from damage thereto shall be paid by the Contractor.
- D. If, in the opinion of the Engineer, permanent relocation of a utility owned by the City is required, he may direct the Contractor, in writing, to perform the work. Work so ordered will be paid for at the Contract unit prices, if applicable, or as extra work under Article 10 of the General Conditions. If relocation of a privately owned utility is required, the Contractor will notify the Utility to perform the work as expeditiously as possible. The Contractor shall fully cooperate with the County and Utility and shall have no claim for delay due to such relocation.
- E. The Contractor shall notify public and private utility companies in writing at least two, but not more than five full days (excluding Saturdays, Sundays, and legal holidays) before excavating near their utilities.

3.03 UTILITIES TO BE ADJUSTED

The owners of utility facilities which require relocation, removal, adjustment or replacement shall, if possible and feasible, perform this work prior to the commencement of the Contractor's work. Where

utility work must be done in conjunction with the Contractor's work on the project or in conjunction with the work of other utilities, arrangements for when, how and where the operation is to proceed shall be worked out among the parties concerned. If disputes arise, the Engineer shall decide the course of action to be taken.

3.04 UTILITIES CONFLICTING WITH OPERATIONS

Those utility facilities which do not conflict with the improvement, but which are obstructions to the operations required for installation or which are obstructions to the operations required for installation of which present unusual difficulty due to their close proximity to the area of the operations, shall be located with certainty by the owners of the utility prior to the arrival of the Contractor's operation which would be hindered by the utility facility. The Contractor is required to preserve the utility facility in place without damage and shall be responsible for damages sustained, if the utility owner has located the facility by exposing it to the view of the Contractor or has otherwise made the Contractor aware, with certainty, of the location of the facility. Any other arrangements that the Contractor may make with a utility owner as a substitute for the requirements of this Section shall require the approval of the Engineer, in writing.

3.05 MISLOCATED UTILITIES

The owner of a utility shall be wholly responsible for the proper location of his facilities which are affected by construction work performed according to these specifications. Improperly located or mislocated facilities which are damaged during construction shall be the responsibility of the utility, providing proper notification has been given.

*** * END OF SECTION * ***

SECTION 01045
CUTTING AND PATCHING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Contractor shall be responsible for all cutting, fitting and patching, including attendant excavation and backfill, required to complete the Work to include:

- A. Make its several parts fit together properly.
- B. Uncover portions of the Work to provide for installation of ill-timed work.
- C. Remove and replace defective work.
- D. Remove and replace work not conforming to requirements of the Contract Documents
- E. Remove samples of installed work as specified for testing.

1.02 SUBMITTALS

- A. Submit a written request to the Engineer well in advance of executing any cutting or alteration which affects:
 - 1. Work of the Owner or any separate contractor.
 - 2. Structural value or integrity of any element of the Project or work.
 - 3. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
 - 4. Efficiency, operational life, maintenance or safety of operational elements.
 - 5. Visual qualities of sight-exposed elements.
- B. Request shall include:
 - 1. Identification of the work.
 - 2. Description of affected work.
 - 3. The necessity for cutting, alteration or excavation.
 - 4. Effect on work of Owner or any separate Contractor, or on structural or weatherproof integrity of work.

-
5. Description of proposed work:
 - a. Scope of cutting, patching, alteration, or excavation.
 - b. Trades who will execute the work.
 - c. Products proposed to be used.
 - d. Extent of refinishing to be done.
 6. Alternatives to cutting and patching.
 7. Cost proposal, when applicable.
- C. Submit written notice to the Engineer designating the date and the time the work will be uncovered.

PART 2 PRODUCTS

2.01 MATERIALS

Comply with specifications and standards for each specific product involved.

PART 3 EXECUTION

3.01 INSPECTION

- A. Inspect existing conditions of Project, including elements subject to damage or to movement during cutting and patching.
- B. After uncovering work, inspect conditions affecting installation of products or performance or work.
- C. Report unsatisfactory or questionable conditions to the Engineer in writing; do not proceed with work until the Engineer has provided further instructions.

3.02 PREPARATION

- A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of Work.
- B. Provide devices and methods to protect other portions of Project from damage.
- C. Provide protection from elements for the portion of the Project which may be exposed by cutting and patching work, and maintain excavations free from water.

3.03 PERFORMANCE

- A. Execute cutting and demolition by methods which will prevent damage to other work and will provide proper surfaces to receive installation of repairs.
- B. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.
- C. Employ original installer or fabricator to perform cutting and patching for:
 - 1. Weather-exposed or moisture-resistant elements.
 - 2. Sight-exposed finished surfaces.
- D. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.
- E. Restore work which has been cut or removed; install new products to provide completed work in accord with requirements of Contract Documents.
- F. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:
 - 1. For continuous surfaces, refinish to nearest intersection.
 - 2. For an assembly, refinish entire unit.

*** * END OF SECTION * ***

SECTION 01050
FIELD ENGINEERING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall provide and pay for field engineering services for:
 - 1. Survey work required in execution of work.
 - 2. Civil, structural, or other professional engineering services specified or required to execute the Contractor's construction method.
- B. The method of field staking for the construction of the work shall be at the option of the Contractor. The Owner shall provide the engineering surveys to establish reference points which in his judgment are necessary to enable the Contractor to proceed with his work.
- C. The accuracy of any method of staking shall be responsibility of the Contractor. All engineering for vertical and horizontal control shall be the responsibility of the Contractor.
- D. The Contractor shall be held responsible for the preservation of all stakes and marks. If any stakes or marks are carelessly or willfully disturbed by the Contractor, the Contractor shall not proceed with any work until he has reestablished such points, marks, lines and elevations as may be necessary for the prosecution of the work.
- E. The Contractor shall retain the services of a competent surveyor, registered in the State of Mississippi, to layout the work and maintain a survey during construction. The Contractor shall be solely responsible for proper location of the work.

1.02 SURVEY REFERENCE POINTS

Locate and protect control points prior to starting site work, and preserve all permanent reference points during construction.

- 1. Make no changes or relocations without prior written notice to the Engineer.
- 2. Report to the Engineer when any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.

1.03 PROJECT SURVEY REQUIREMENTS

- A. Establish temporary bench marks as needed, referenced to data established by survey control points. Record locations, with horizontal and vertical data, on Record Drawings.

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- B. Establish lines and levels, and locate and lay out, by instrumentation and similar appropriate means:
 - 1. Site improvements, including utility slopes and invert elevations.
 - 2. Batter boards for structures.
 - C. From time to time, verify layouts by same methods.
 - D. Establish all lines and grades prior to construction of site improvements.

1.04 RECORDS

- A. Maintain a complete, accurate log of all control and survey work as it progresses.
- B. At Contract closeout, submit a survey of installation of water mains, fire hydrants, and valves at the same scale as the Engineer's drawings indicating elevations and channel stationing at 100 foot increments.

1.05 SUBMITTALS

- A. On request of the Engineer, submit documentation to verify accuracy of field engineering work.
- B. Submit Drawings showing locations of all pipes and structures constructed. This Drawing shall be included with the Record Drawings.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION(NOT USED)

*** * END OF SECTION * ***

SECTION 01060

REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Abbreviations and acronyms used in Contract Documents to identify reference standards are as indicated herein.

1.02 QUALITY ASSURANCE

- A. Applications: When a standard is specified by references, comply with requirements and recommendations stated in the standard, except when requirements are modified by the Contract Documents, or applicable codes establish stricter standards.
- B. Publications Date: The publication in effect on the date of issue of Contract Documents, except when a specific publication date is specified.

1.03 ABBREVIATIONS, NAMES, AND ADDRESSES OF ORGANIZATIONS

The following standards may be referenced in the Contract Documents. The contractor shall obtain copies of reference standards directly from the publication source when needed for proper performance of Work or when required for submittal by Contract Documents.

AAN	American Association for Nurserymen 1250 I Street N.W., Suite 500 Washington, DC 20005 (202) 789-2900
AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street, N.W., Suite 225 Washington, DC 20001 (202) 624-5800
ACI	American Concrete Institute Post Office Box 19150 22400 W. Steven Mile Road Detroit, MI 48219 (313) 532-2600
ACPA	American Concrete Pipe Association 8320 Old Courthouse Road, Suite 201 Vienna, VA 22180 (703) 821-1990
AI	Asphalt Institute

	Asphalt Institute Building College Park, MD 20740-1802
AISC	American Institute of Steel Construction 400 North Michigan Avenue Chicago, IL 60611 (312) 670-2400
AISI	American Iron and Steel Institute 1133 15th Street N.W., Suite 300 Washington, DC 20005 (202) 452-7100
ANSI	American National Standard Institute 1430 Broadway New York, NY 10018 (212) 354-3300
ASCE	American Society of Civil Engineers 345 East 47th Street New York, NY 10017 1-800-548-ASCE 345 East 47th Street New York, NY 10017 (212) 705-7722
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103 (215) 299-5400
AWPA	American Wood Preserver's Association Post Office Box 849 Stevensville, MD 21666 (301) 643-4163
AWS	American Welding Society Post Office Box 351040 550 LeJeune Road, N.W. Miami, FL 33126 1-800-443-9353
AWWA	American Water Works Association 6666 W. Quincy Avenue Denver, CO 80235 (303) 794-7711
CLFMI	Chain Link Fence Manufacturers Institute

	1776 Mass Avenue N.W., Suite 500 Washington, DC 20036 (202) 659-3537
CRSI	Concrete Reinforcing Steel Institute 933 N. Plum Grove Road Schaumburg, IL 60173 (312) 517-1200
DIPRA	Ductile Iron Pipe Research Association 245 Rivercase Parkway E., Suite 100 Birmingham, AL 35244 (205) 988-9870
FS	Federal Specification General Services Administration Specifications and Consumer Information & Distribution Section (WFSIS) 7 and D Street S.W., Room 654 Washington, DC 20407 (202) 472-2140
IEEE	Institute of Electrical and Electronic Engineers Service Center 345 E. 47th Street New York, NY 10017 (212) 705-7900
MDOT	Mississippi Department of Transportation P. O. Box 1850 Jackson, Ms 39215-1850 (601) 359-1213
MIL	Department of the Navy Navel Publications and Forms Center 5801 Torbor Avenue Philadelphia, PA 19120-5099 (215) 697-2667
NEC	National Electric Code National Fire Protection Association Batterymarch Park Quincy, MA 02269 (617) 770-3000
NEMA	National Electrical Manufacturer's Association 2101 L Street, NW, Suite 300 Washington, DC 20037 (202) 457-8400
NSPE	National Society of Professional Engineers

	1420 King Street Alexandria, VA 22314 (703) 684-2835
OSCI	Office of Standards Code and Information National Bureau of Standards Gaithersburg, MD 20899 (301) 975-4029
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077 (312) 966-6200
PCI	Prestressed Concrete Institute 175 W. Jackson Blvd., Suite 1859 Chicago, IL 60604 (312) 786-0300
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association Post Office Box 70 Merrifield, VA 22116 (703) 790-9890
SSPC	Steel Structures Painting Council 4400 5th Avenue Pittsburgh, PA 15213 (412) 268-3327
UL	Underwriter's Laboratories, Inc. 333 Pfingsten Road Northbrook, IL 60062 (312) 272-8800

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01200
PROJECT MEETINGS

PART 1 GENERAL

1.01 Requirements Included

- A. The ENGINEER shall schedule and administer a preconstruction meeting, construction progress meetings, and specially called meetings throughout the progress of the work. The ENGINEER will:
 - 1. Prepare agenda for meetings.
 - 2. Make physical arrangements for meetings.
 - 3. Preside at meetings.
 - 4. Record the minutes; include significant proceedings and decisions.
 - 5. Reproduce and distribute copies of minutes.
- B. The CONTRACTOR and representatives of, where appropriate, subcontractors and suppliers shall attend meetings. The representative shall be qualified and authorized to act on behalf of the entity each represents.
- C. The CONTRACTOR shall attend and identify at the meetings the actual status of the Contract Work and, when the Work is not being performed consistently with the Contract Documents and construction schedules, shall identify at the meetings the steps he is taking to resolve the inconsistency.

1.02 Pre-construction Meeting

- A. The CONTRACTOR shall participate in a preconstruction meeting to be held after the effective date of the Agreement and prior to the date of Notice to Proceed.
- B. The following are expected to be in attendance:
 - 1. OWNER'S Representative and other staff as appropriate.
 - 2. ENGINEER and his professional consultants as appropriate.
 - 3. ENGINEER's Resident Project Representative.
 - 4. CONTRACTOR's Representative and Construction Superintendent.
 - 5. Subcontractors as appropriate.
 - 6. Utility representatives as appropriate.
 - 7. Others as appropriate.
- C. The following matters are expected to be addressed:
 - 1. Distribution and discussion of:
 - a. List of major subcontractors.
 - b. Project construction schedules.
 - 2. Critical work sequencing.
 - 3. Project Coordination.
 - 4. Designation of responsible personnel.

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5. Procedures and processing of:
 - a. Field decisions.
 - b. Proposal requests.
 - c. Submittals.
 - d. Change Orders.
 - e. Applications for Payment.
 6. Distribution of Contract Documents.
 7. Procedures for maintaining Record Documents.
 8. Use of premises:
 - a. Office, work and storage areas.
 - b. OWNER'S requirements.
 9. Construction facilities, controls and construction aids.
 10. Temporary utilities.
 11. Housekeeping procedures.
 12. Insurance certifications.
 13. Liquidated damages for delay.
 14. Weekly job meetings.
 15. Laboratory testing of material requirements.

1.03 Construction Progress Meetings

- A. Construction progress meetings will be held monthly with the first meeting 30 days or less after the date of Notice to Proceed.
- B. Special construction progress meetings will be held as required by progress of the Work.
- C. The following are expected to be in attendance:
 1. OWNER Representative and other staff as appropriate.
 2. The ENGINEER and his professional consultants as appropriate.
 3. CONTRACTOR's Representative and/or construction Superintendent.
 4. Subcontractors as appropriate.
 5. Suppliers as appropriate.
 6. Others as appropriate.
- D. The following matters are expected to be addressed:
 1. Review and approve minutes of previous meeting.
 2. Review of work progress.
 3. Field observations, problems, conflicts.
 4. Problems which impede Construction Schedule.
 5. Review of off-site fabrication, delivery schedules.
 6. Corrective measures and procedures to regain Construction Schedule.
 7. Revisions to Construction Schedule.
 8. Progress and schedule during succeeding work period.
 9. Payment applications and processing.
 10. Submittals.
 11. Maintenance of quality standards.
 12. Changes, substitutions, and Change Orders.

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- 13. Review proposed changes for:
 - a. Effect on Construction Schedule and completion date.
 - b. Effect on other contracts of the Project.
 - 14. Other matters as appropriate.
 - 15. Record drawings.
- E. The CONTRACTOR shall be prepared to discuss the above topics and to make commitments for resolving deficiencies.
- F. The CONTRACTOR shall provide a current submittal log at each progress meeting in accordance with Section 01340.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01310
CONSTRUCTION SCHEDULES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Contractor shall comply with the General Conditions.
- B. Submit revised progress schedules periodically.

1.02 FORM OF SCHEDULES

- A. Prepare schedules in the form of a horizontal bar chart.
 - 1. Provide separate horizontal bar for each trade or operation.
 - 2. Horizontal time scale; identify the first work day of each week.
 - 3. Scale and spacing: To allow for notations and future revisions.
 - 4. Minimum sheet size: 8-1/2 inches by 11 inches.
- B. Format of listings: The table of contents of the Contract Documents.
- C. Identification of listings: Items of work.

1.03 CONTENT OF SCHEDULE:

- A. Construction Progress Schedule:
 - 1. Show the complete sequence of construction by activity.
 - 2. Show the dates for the beginning, and completion of each major element of construction.
 - 3. Show projected percentage of completion for each item, as of the first day of each month.
 - 4. Show an anticipated monthly payment schedule.
- B. Submittal Schedule for Shop Drawings, Product Data and Samples. Show:
 - 1. The dates for Contractor's submittal.
 - 2. The dates approved submittal will be required from the Engineer.

1.04 PROGRESS REVISIONS

- A. Indicate progress of each activity to date of submission.
- B. Show changes occurring since previous submission of schedule:
 - 1. Major changes in scope.
 - 2. Activities modified since previous submission.
 - 3. Revised projections of progress and completion.
 - 4. Other identifiable changes.
- C. Provide a narrative report as needed to define:
 - 1. Problem areas, anticipated delays, and the impact on the schedule.
 - 2. Corrective action recommended, and its effect.

1.05 SUBMISSIONS

- A. Submit initial schedules in accordance with the General Conditions.
 - 1. Engineer will review schedules and return review copy within ten (10) days after receipt.
 - 2. If required, Contractor shall resubmit within seven (7) days after return of review copy.
- B. Submit revised progress schedules with each Application for Payment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01340

SHOP DRAWINGS, PROJECT DATA, AND SAMPLES

PART 1 GENERAL

1.01 Requirements Included:

- A. The Contractor shall submit to the Engineer for review and exception, if any, such working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this article called data), and material samples (hereinafter in this article called samples) as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. Within fifteen (15) calendar days after the Effective Date of the Agreement, the Contractor shall submit to the Engineer a complete list of preliminary data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way relieve the Contractor from submitting complete shop drawings, data, and samples in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.
- C. The Contractor is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting. This log should include the following items:
 - 1. Submittal Description and Number assigned.
 - 2. Date to Engineer.
 - 3. Date returned to Contractor (from Engineer).
 - 4. Status of Submittal (No exceptions taken, returned for confirmation or resubmittal, rejected).
 - 5. Date of Resubmittal and Return (as applicable).
 - 6. Date material released (for fabrication).
 - 7. Projected date of fabrication.
 - 8. Projected date of delivery to site.
 - 9. Status of O&M manuals submittal.

1.02 Contractor's Responsibility

- A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the Drawings and data shall bear Contractor's stamp showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp or evidence that the Contractor has not performed the required review will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents.
- B. Determine and verify:
 - 1. Field measurements.
 - 2. Field construction criteria.
 - 3. Catalog numbers and similar data.
 - 4. Conformance with Specifications and indicate all variances from the Specifications.
- C. The Contractor shall furnish the Engineer a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
- D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him by the Engineer with no exceptions taken.
- E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than twenty-one (21) calendar days for checking and appropriate action from the time the Engineer receives them.
- F. The Contractor shall submit five (5) copies of shop drawings and descriptive or product data submittal to complement shop drawings to the Engineer which will be retained for his use.
- G. The Contractor shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary shop drawings.
- H. The Contractor shall utilize a Sequential Numbering System for submittals (1-999). Resubmittals or confirming material shall be assigned a letter next to the submittal number, i.e. A= second submittal, B= third submittal, etc.
- I. Submittals shall include a certified statement of compliance to the requirements detailed in the specifications in addition to other submittal requirements. This certification shall be prepared by the manufacturer and not the local supplier. Validity of the authority and position of the person signing the certification shall be verified by a Notary Public. The statement of compliance shall address each point of conformance contained in the governing

specifications with definite comments of either compliance or non-compliance. Statements of non-compliance with points of conformance shall be accompanied by a statement of justification as to the reason for non-conformance and why the non-complying feature is considered to be either equal to or better than the specified feature. The Engineer will use the certified statement of compliance in his evaluation of the submittal rendering a judgment as to equality to the specified product and issuing a statement as to whether the product is acceptable for or rejected from incorporation into the work.

- J. When a manufacturer named in the controlling specification is chosen to supply a product and the details of manufacture, size, and installation are shown on this standard catalog cut sheets, the manufacturer may submit the certified statement of compliance as detailed above along with installation details specific to the work such as laying schedules, etc. as required, deleting the standardized catalog data.

1.03 Engineer's Review of Shop Drawings

- A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation.
- B. The review of drawings and schedules will be general, and shall not be construed:
1. as permitting any departure from the Contract requirements;
 2. as relieving the Contractor of responsibility for any errors, including details, dimensions, omissions and materials;
- C. If the drawings or schedules as submitted describe variations per subparagraph (1.04.D), and show a departure from the Contract requirements which Engineer finds to be in the best interest of the Owner and to be so minor as not to involve a change in Contract Price or Time, The Engineer may return the reviewed Drawings without noting any exception.
- D. After the ENGINEER completes his review, the Shop Drawings will be marked with one of the following notations:
1. No Exceptions Taken.
 2. Make Corrections Noted.
 3. Revise and Resubmit.
 4. Rejected.
 5. Submit Specified Item.
- E. If a submittal is acceptable, it will be marked "No Exception Taken" or "Make Corrections Noted". Three copies of the submittal will be returned to the CONTRACTOR.
- F. Upon return of a submittal marked "No Exception Taken" or "Make Corrections Noted", the CONTRACTOR may order, ship or fabricate the materials included on the submittal, provided it is in accordance with the corrections indicated.
- G. If a Shop Drawing action is "Make Corrections Noted" but has extensive corrections or

corrections affecting other drawings or Work, the ENGINEER may require that the CONTRACTOR make the corrections indicated thereon and resubmit the Shop Drawings for record purposes. In this case, the submittal will be marked "Make Corrections Noted-Resubmit".

- H. If a submittal is unacceptable, two copies will be returned to the CONTRACTOR with one of the following notations:
 - 1. "Revise and Resubmit"
 - 2. "Rejected"
- I. Upon return of a submittal marked "Revise and Resubmit", the CONTRACTOR shall make the corrections indicated and repeat the initial approval procedure. The "Rejected" notation is used to indicate material or equipment that is not acceptable. Upon return of a submittal so marked, the CONTRACTOR shall repeat the initial approval procedure utilizing acceptable material or equipment.
- J. Submittals lacking adequate details or information to allow the ENGINEER to determine whether or not the submittal meets the intent of the Contract specifications shall be marked "Submit Specified Item" and returned without further comment.
- K. Shop Drawings or other submittals not bearing the ENGINEER'S "No Exception Taken" or "Make Corrections Noted" notations shall not be issued to Subcontractors nor utilized for construction purposes. No Work shall be performed or equipment installed without a drawing or submittal bearing one of these notations.
- L. In the event the CONTRACTOR obtains the ENGINEER'S approval for the use of equipment other than that which is shown or specified, the CONTRACTOR shall, at his own expense and using methods approved by the ENGINEER, make all changes to the Work, including structures, piping, electrical, equipment and controls, that may be necessary to accommodate this equipment.
- M. Resubmittals will be handled in the same manner as first submittals. The Contractor shall direct specific attention to revisions other than the corrections requested by the Engineer on previous submissions by written details or markings on the resubmitted Shop Drawings. The Contractor shall make any corrections required by the Engineer.
- N. If the Contractor considers any correction indicated on the Drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the Engineer.
- O. The Engineer will review a submittal/resubmittal a maximum of three times after which cost of review will be borne by the Contractor. The cost of engineering shall be equal to the Engineer's charges to the Owner under the terms of the Engineer's agreement with the Owner.
- P. When the Shop Drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further

changes therein except upon written instructions or approval from the Engineer.

Q. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor, and will be considered "NOT APPROVED" until resubmitted.

1.13 SHOP DRAWINGS

- A. Shop drawings shall be complete and detailed.
- B. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.
- C. Each shop drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:
 - 1. Number and title of the drawing.
 - 2. Date of drawing or revision.
 - 3. Name of project building or facility.
 - 4. Name of contractor and subcontractor submitting drawing.
 - 5. Clear identification of contents and location of the work.
 - 6. Specification number and title.
- D. If Drawings show variations from Contract requirements because of standard Shop practice or other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such Drawings have been reviewed.
- E. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material as required. Materials and equipment lists shall give for each item thereon the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish, and all other pertinent data.
- F. The Contractor shall provide a list including the equipment name, address, and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained for all mechanical and electrical equipment furnished.

-
- G. All manufacturers or equipment suppliers who proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required Shop Drawings. The installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least one (1) year.
 - H. Only the Engineer will utilize the color red in marking Shop Drawing submittals.
 - I. Before final payment is made, the Contractor shall furnish to Engineer five (5) sets of record shop drawings all clearly revised, complete and up to date showing the permanent construction as actually made for all reinforcing and structural steel, miscellaneous metals, process and mechanical equipment, yard piping, electrical system and instrumentation system.

1.13 Working Drawings

- A. Working drawings shall be considered to mean the Contractor's plans for temporary structures.
- B. Copies of working drawings as noted in subparagraph 1.02, shall be submitted to the Engineer where required by the Contract Documents or requested by the Engineer, and shall be submitted at least thirty (30) calendar days (unless otherwise specified by the Engineer) in advance of their being required for work.
- C. The Engineer will not review working drawings but shall use them as information to monitor the work performed by the Contractor.

1.14 Samples

- A. The Contractor shall furnish for the review of the Engineer samples required by the Contract Documents or requested by the Engineer. Samples shall be delivered to the Engineer as specified or directed and the Contractor shall prepay all shipping charges. Materials or equipment for which samples are required shall not be used in work until reviewed by the Engineer.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
 - 2. Name of Contractor and Subcontractor
 - 3. Material or Equipment represented
 - 4. Place of Origin
 - 5. Name of Producer and Brand (if any).

6. Location in Project

(Samples of finished materials shall have additional marking that will identify them under the finished schedules.)

- C. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in subparagraph 1.06B above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the Engineer under separate cover and the remaining copy shall be for the Contractor's records. Review of a sample shall be only for the characteristics or use named and shall not be construed to change or modify any Contract requirements.
- D. Reviewed samples not destroyed in testing shall be sent to the Engineer or stored at the site of the work. Reviewed samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the reviewed samples. Samples which failed testing or were rejected will be returned to the Contractor at his expense, if so requested at time of submission.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01410

TESTING LABORATORY SERVICES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Contractor will employ and pay for the services of an Independent Testing Laboratory to perform testing specifically indicated on the Contract Documents or specified in the Specifications and may at any other time elect to have materials and equipment tested for conformity with the Contract Documents.

- A. Employment of the laboratory shall in no way relieve Contractor's obligations to perform the Work of the Contract.

1.02 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

Laboratory is not authorized to:

- A. Release, revoke, alter or enlarge on requirements of Contract Documents.
- B. Approve or accept any portion of the Work.
- C. Perform any duties of the Contractor.

1.03 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel; provide access to Work, to Manufacturer's operations.
- B. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
- C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other materials mixes which require control by the testing laboratory.
- D. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacture or fabrication. Standard specifications for quality and workmanship are indicated in the Contract Documents. The Owner may require the Contractor to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the standard specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.
- E. Furnish incidental labor and facilities:
 - 1. To provide access to Work to be tested.

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- 2 To obtain and handle samples at the Project site or at the source of the product to be tested.
 3. To facilitate inspections and tests.
 4. For storage and curing of test samples.
- F. Notify laboratory at least 24 hours in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
- G. Employ and pay for the services of the same or a separate, equally qualified independent testing laboratory to perform additional inspections, sampling and testing required for the Contractor's convenience and as approved by the Owner.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Material and equipment incorporated into the Work shall:

- A. Conform to applicable specifications and standards.
- B. Comply with size, make, type, and quality specified to the greatest extent possible, detailing all aspects and providing explicit reasons for parameters not in compliance and specifically approved in writing by the Engineer.
- C. Manufactured and Fabricated Products:
 - 1. Design, fabricate, and assemble in accord with the best engineering and standard shop practices.
 - 2. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
 - 3. Two or more items of the same kind shall be produced, by the same manufacturer.
 - 4. Products shall be suitable for service conditions.
 - 5. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
- D. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.02 APPROVAL OF MATERIALS

- A. Only new materials and equipment shall be incorporated in the Work. All materials and equipment furnished by the Contractor shall be subject to the inspection and approval of the Engineer. No material shall be delivered to the Work without prior approval of the Engineer.
- B. The Contractor shall submit to the Engineer, data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable the Engineer to identify the particular product along with references to the applicable section(s) of the specifications to form an opinion as to its conformity to the specifications. The data shall comply with Paragraph 1.06 of this Section.
- C. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by the Contractor. If the Engineer requires, the Contractor shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the

specifications. Such samples shall be furnished, stored, packed, and shipped as directed at the Contractor's expense. Except as otherwise noted, the Contractor will make arrangements for and pay for the tests. Where such tests confirm compliance with the specifications, the Owner will reimburse the actual charges of the testing firm paid by the Contractor.

- D. Contractor shall submit data and samples sufficiently early to permit consideration, approval, manufacture, and delivery of materials before they are necessary for incorporation in the work. Any delay of approval resulting from the Contractor's failure to submit samples or data promptly shall not be used as a basis of claim against the Owner or the Engineer.
- E. The materials and equipment used in the Work shall correspond to the approved samples or other data.

1.03 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

- A. When Contract Documents require that installation of the Work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including five copies to the Engineer. One complete set of the installation instructions shall be available for use on the job site during and through completion of the Work.
- B. Handle, install, connect, clean, condition and adjust products as required by the manufacturer's instructions and in conformity with specified requirements.
 - 1. Should the specified requirements conflict with the manufacturer's instructions, the manufacturer's instructions shall have priority unless changes are authorized in writing by the manufacturer.
 - 2. Should job conditions conflict with the manufacturer's instructions, consult with the manufacturer for clarification.
 - 3. Clarifications of installation instructions shall be issued only by the manufacturer, shall be in writing, and shall be distributed to all parties involved in the installation as stated above and prior to alteration of the installation procedures.
 - 4. Do not proceed with the Work without clear instructions concerning the specific installation procedures.
- C. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by the manufacturer.

1.04 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of Products as required by the currently approved construction schedule coordinating each delivery to avoid conflict with other work and conditions at the site.
 - 1. Deliver Products in a undamaged condition, in the manufacturer's original containers or packaging and with identifying labels intact and legible.
 - 2. Prior to accepting delivery, inspect shipments to assure compliance with approved submittal, and that the Products have been properly protected and are undamaged.
- B. Provide equipment and personnel to handle Products preventing soiling or damage to the Products or their protective packaging.

1.05 STORAGE AND PROTECTION

- A. Store Products in accord with manufacturer's instruction, with seals and labels intact and legible.
 - 1. Store products subject to damage by the elements in weathertight enclosures.
 - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
 - 3. Store fabricated products above the ground, on blocking or skids, prevent spoiling, staining or corrosion. Cover products which are subject to deterioration with impervious sheet coverings and provide adequate ventilation to avoid condensation.
 - 4. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- B. All materials and equipment to be incorporated in the Work shall be handled and stored in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and other injury, theft or damage.
- C. Cement and lime shall be stored under a roof and off the ground and shall be kept completely dry at all times. All miscellaneous steel, structural steel and reinforcing steel shall be stored off the ground, kept free of accumulations of dirt and grease, and in areas free of standing water to minimize rusting. Precast concrete sections shall be handled and stored in a manner to prevent staining, chipping or cracking. Brick, block and similar masonry products shall be handled and stored in a manner to reduce staining, breaking, chipping, cracking, and spalling.
- D. All materials which, in the opinion of the Engineer, have become so damaged as to be unfit for the use intended, including aesthetics, shall be promptly removed from the site of the work.
- E. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections and exercise or rotate moving parts of stored products as required by the

manufacturer to assure that products are maintained under specified conditions and free from damage or deterioration.

- F. Provide substantial coverings as necessary to protect installed products from damage caused by traffic and subsequent construction operations. Remove the protective covering when no longer needed.
- G. The Contractor shall be responsible for all material, equipment, and supplies sold and delivered to the Owner under this Contract until final inspection of the Work and acceptance thereof by the Owner. In the event any such material, equipment, and supplies are lost, stolen, damaged, or destroyed prior to final inspection and acceptance they shall be replaced by the Contractor.
- H. Should the Contractor fail to take proper action to properly store and handle equipment supplied under this Contract, the Owner retains the right to notify the Contractor in writing of the deficiencies, to correct all deficiencies and deduct the cost associated with these corrections from the contractor's Contract. These costs may be comprised of expenditures for labor, equipment usage, administration, clerical, engineering and any other costs associated with making the necessary corrections.

1.06 SUBSTITUTIONS AND PRODUCT OPTIONS

A. Products List:

Within fifteen (15) days after the Notice to Proceed, submit to the Engineer complete list of major products proposed to be used, with the name of the manufacturer and the installing subcontractor.

B. Contractor's Options:

- 1. For Products specified only by reference standard, select any product meeting that standard.
- 2. For Products specified by naming one or more Products or manufacturers and "or equal", Contractor must submit a request as for substitutions for any Product or manufacturer not specifically named.

C. Substitutions:

- 1. For a period of thirty (30) days after the Effective Date of the Agreement, the Engineer will consider written requests from Contractor for substitution of Products.

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2. Submit a separate request for each Product, supported with complete data, with drawings and samples as appropriate, including:
 - a. Comparison of the qualities of the proposed substitution with that specified.
 - b. Changes required in other elements of the work because of the substitution.
 - c. Effect on the construction schedule.
 - d. Cost data comparing the proposed substitution with the Product specified.
 - e. Any required license fees or royalties.
 - f. Availability of maintenance service, and source of replacement materials.
 3. The Engineer shall be the judge of the acceptability of the proposed substitution.

D. Contractor's Representation:

A request for a substitution constitutes a representation that Contractor:

1. Has investigated the proposed Product and determined that it is equal to or superior in all respects to that specified.
2. Will provide the same warranties or bonds for the substitution as for the Product specified.
3. Will coordinate the installation of an accepted substitution into the Work, and make such other changes as may be required to make the Work complete in all respects.
4. Waives all claims for additional costs, under his responsibility, which may subsequently become apparent.

1.07 SPECIAL TOOLS

Manufacturers of equipment and machinery shall furnish any special tools required for normal adjustment, operations and maintenance, together with instructions for their use. The Contractor shall preserve and deliver to the Owner these tools and instructions in good order no later than upon completion of the Contract.

1.08 WARRANTY

For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's as stipulated in the specifications for each piece of equipment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01630

SUBSTITUTIONS

PART 1 GENERAL

1.01 General

Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions and shall contain complete data substantiating compliance of proposed substitution with Contract Documents.

1.02 Substitutions

- A. During a period of 60 days after execution of Contract, ENGINEER will consider written requests from CONTRACTOR for substitution of products or construction methods (if specified).
 - 1. After end of specified period, requests will be considered only in case of unavailability of products or other conditions beyond control of CONTRACTOR.
 - 2. If the CONTRACTOR proposes to use products other than named manufacturers in the technical Specification, the ENGINEER reserves the right to require the CONTRACTOR to submit information within the first 30 days after the NOTICE TO PROCEED verifying that the proposed equipment will comply with the Specifications.
- B. Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions, and shall contain complete data substantiating compliance of proposed substitution with the Contract Documents.
- C. In making request for substitution, CONTRACTOR represents:
 - 1. CONTRACTOR has investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.
 - 2. CONTRACTOR will provide the same or better warranties or bonds for proposed substitution as for product or method specified.
 - 3. CONTRACTOR waives all claims for additional costs or extension of time related to proposed substitution that subsequently may become apparent.
- D. Proposed substitutions will not be accepted if:
 - 1. They are only shown or implied on the Shop Drawings.
 - 2. Acceptance will require substantial revision of Contract Documents.
 - 3. They will change design concepts or Specifications.
 - 4. They will delay completion of the Work, or the work of other contractors.
- E. The ENGINEER will determine whether substitute brands or products are equal to those specified in the Contract Documents. No substitute will be ordered or installed without the ENGINEER'S prior written acceptance.
- F. The OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a

special performance guarantee or other surety with respect to any substitute.

- G. If the ENGINEER determines that a proposed substitute is not equal to that specified or described in the Drawings or Specifications, CONTRACTOR shall furnish one of the brands or products specified or described, at no additional cost to the OWNER.
- H. Engineering Costs:
1. The ENGINEER will record all time required in evaluating substitutions proposed by CONTRACTOR and in making any change in the Drawings or Specifications occasioned thereby. Whether or not the ENGINEER accepts a proposed substitute CONTRACTOR will reimburse the OWNER for the actual cost of the ENGINEER for evaluating any proposed substitute which either does not meet the requirements of the Drawings and Specifications, or the acceptance of which would require changes to other portions of the Work.
 2. CONTRACTOR shall reimburse OWNER for all associated engineering costs, including redesign, additional shop drawing reviews, investigations, consultant fees and revision of the Contract Documents required because of the substitution.
- I. The time required by the ENGINEER to evaluate and either accept or reject proposed substitutes is included in the Contract Time and no extension of the Contract Time shall be allowed therefore.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01710

CLEANING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Cleaning shall include daily "policing" of the work and surrounding areas to clear general debris waste paper, wood scraps, broken concrete, loose riprap, and other objectionable material along with the final cleanup of site(s) required for project acceptance. **DAILY CLEANUP IS REQUIRED.**

1.02 DISPOSAL REQUIREMENTS

Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute daily cleaning to keep the Work, the site and adjacent properties, free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.
- B. Provide onsite containers for the collection of waste materials, debris and rubbish. All waste materials including containers, food debris and other miscellaneous materials must be disposed of daily in onsite containers.
- C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

3.02 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
- D. Prior to final completion or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas to verify that the entire Work is clean.

**** END OF SECTION ****

SECTION 01720
PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Maintain at the site for the Owner one record copy of:

- A. Conformed Drawings.
- B. Conformed Specifications.
- C. Change Orders and other Modifications to the Contract.
- D. Engineer's Field Orders or written instructions.
- E. Approved Shop Drawings, Working Drawings and Samples.
- F. Field Test records.
- G. Construction photographs.
- H. Latest, Approved Progress Schedule.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in a manner and location to prevent damage.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide secure storage space for storage of samples.
- B. File documents and samples in accordance with CSI section numbers.
- C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by the Owner.
- E. As a prerequisite for monthly progress payments, the Contractor is to exhibit the currently updated "record documents" for review by the Owner.

1.03 MARKING DEVICES

Provide felt tip marking pens for recording information in the color code designated by the Owner.

1.04 RECORDING

- A. Label each document "PROJECT RECORD" with rubber stamp.
- B. Record information concurrently with construction progress and do not conceal any work until required information is recorded.
- C. Legibly mark drawings to record actual construction:
 - 1. The Contractor shall use the following color code in marking Contract Drawings:
 - a. Yellow for no change.
 - b. Red to indicate additions, deletions and changes.
 - 2. Elevations of various structure elements in relation to elevation datum.
 - a. Elevations referenced to control points established by the Owner's agent.
 - b. Specifically, elevations of drainage culvert inverts, ditch grades, top of roadway and driveway curbs, bridges, etc.
 - 3. Location of internal utilities and appurtenances concealed in the construction by referencing to visible and accessible features of the structure.
 - 4. Field changes of dimension and detail.
 - 5. Changes made by Field Order or by Change Order.
 - 6. Details not on original contract drawings.
- D. Specifications and Addenda; Legibly mark each Section to record:
 - 1. Manufacturer, trade name, catalog number, and Supplier of each Product and item of equipment actually installed.
 - 2. Changes made by Field Order or by Change Order.
- E. Shop Drawings (after final review):

-
- F. Certified site survey and line elevations and stationing at 100 foot increments and all points of change of direction of channel improvements (Section 01050) by a registered land surveyor.

1.05 SUBMITTAL

- A. At Contract close-out, deliver Record Documents to the Owner.
- B. Accompany submittal with transmittal letter in duplicate, containing:
1. Date.
 2. Project title and number.
 3. Contractor's name and address.
 4. Title and number of each Record Document.
 5. Signature of Contractor or his authorized representative.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION(NOT USED)

*** * END OF SECTION * ***

SECTION 01740

WARRANTIES AND BONDS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Compile specified warranties and bonds, as in Articles 5 and 13 of the General Conditions.
- B. Co-execute submittals when so specified.
- C. Review submittals to verify compliance with Contract Documents.
- D. Submit to the Owner for review.

1.02 SUBMITTAL REQUIREMENTS

- A. Assemble and include warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, couplers, and subcontractors including effective dates.
- B. Number of original signed copies required. Two (2) each.
- C. Table of Contents. Neatly typed in orderly sequence. Provide complete information for each item.
 - 1. Product or work item.
 - 2. Firm, with name of principal, address and telephone number.
 - 3. Scope.
 - 4. Date of beginning warranty, and bond.
 - 5. Duration of warranty.
 - 6. Provide information for Owner's personnel:
 - a. Proper procedure in case of failure.
 - b. Instances which might affect the validity of warranty or bond.
 - 7. Contractor, name of responsible principal, address and telephone number.

1.04 FORM OF SUBMITTALS

- A. Prepare in duplicate packets.
- B. Format:
 - 1. Size 8-1/2-inches x 11-inches, punch sheets for standard 3-post binder.
 - 2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS." List:
 - a. Title of Project.
 - b. Name of Contractor.
- C. Binders: Commercial quality, three-post binder, with durable and cleanable plastic covers and maximum post width of 2-inches, "D" ring.

1.05 WARRANTY SUBMITTAL REQUIREMENTS

- A. For all components of the work, unless stated otherwise in the specifications for each individual item of equipment, submit a written warranty from the manufacturer to replace promptly any component thereof which, in the sole opinion of the Engineer, has defects in design, workmanship, materials, or performance within a one (1) year period following the date of acceptance for operation (Substantial Completion) by the Owner. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year, unless otherwise specified, commencing at the time of acceptance for operation (beneficial use) by the Owner and shall be read in conjunction with the Contractor's warranty which shall operate together to provide for replacement of defective components and restoration of proper operation. The Contractor shall be solely responsible for both warranties.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Chris McGee, Director of Parks and Recreation
cc:
Date: Tuesday, October 8, 2019
Re: Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
File Number: 2019-181
Minute Book #

Summary

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

Recommendation Statement

I am recommending approval of Requisition No. 2019-181, Approve the sale of grave spaces.

Please place this on the October 8, 2019 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: September 09, 2019

The following represents the grave spaces sold on September 09, 2019.

William David Langford

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 64, Section 34, Highland Cemetery

Doris Wedgeworth

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 38, Section 37, Highland Cemetery

Winsdale Allen, Jr

(1) Space \$ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 35, Section 35, Highland Cemetery

Jasmine Dozier

(1) Space \$175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 166, Section 25, Highland Cemetery

Eleanor Dozier

(1) Space \$ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 166, Section 25, Highland Cemetery

Eleanor Dozier

(1) Space \$ 175.00

Northwest Quarter (NW ¼)

Lot 166, Section 25, Highland Cemetery

Gregory Jones

(1) Space \$ 150.00

East Half (E ½) of the Northeast Quarter (NE ¼)

Lot 36, Section 1, South Hill Cemetery

Minnie Merrill

(1) Space \$ 150.00

West Half (W ½) of the Northeast Quarter (NE ¼)

Lot 78, Section 1, South Hill Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: September 13, 2019

The following represents the grave spaces sold on September 13, 2019.

Otis Earl Carter

(1) Space \$ 150.00

East Half (E ½) of the Northeast Quarter (NE ¼)

Lot 97, Section 1, South Hill Cemetery

Brandy Barnett

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 33, Section 36, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: October 16, 2019

The following represents the grave spaces sold on October 16, 2019.

Layla Gaddis

(1) Space \$ 45.00

Baby Space # 49

Lot 1, Section 3, Highland Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-04 2019

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 44 Section No. 34 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$ 175.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]

Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 04-06 2019

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 38 Section No. 37 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$ 175.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]

Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 06-06 2019

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 35 Section No. 35 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-06 20 19

SOLD TO:

Mr.. Mrs. Miss Jasmine Dozier

ADDRESS 403 N. 18th Ave Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 1164 Section No. 25 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

ck # 40 33

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-05 20 19

SOLD TO:

Mr.. Mrs. Miss Eleanor Dozier

ADDRESS 403 N. 18th Ave Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 1166 Section No. 25 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Credit card

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-05 20 19

SOLD TO:

Mr.. Mrs. Miss Eleanor Dozier

ADDRESS 403 N. 18th Ave Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

— 1/2 NW 1/4 Lot No. 1166 Section No. 25 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 09-06 2019

SOLD TO:

Mr. Mrs. Miss

Gregory Jones

ADDRESS

1258 Richburg Rd Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E NE 1/4 Lot No. 36 Section No. 1 in South Hill Cemetery

Number of grave spaces 1

Price per grave space \$

150.00

Price Received \$

150.00

CK #4033

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 09-06 2019

SOLD TO:

Mr. Mrs. Miss

Minnie Merrill

ADDRESS

219 May Ave Hattiesburg, MS 39

desires to purchase the grave space described below, subject to Cemetery regulations.

W NE 1/4 Lot No. 78 Section No. 1 in South Hill Cemetery

Number of grave spaces 1

Price per grave space \$

150.00

Price Received \$

150.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09/09/2019

SOLD TO:

Mr. Mrs. Miss Olis Earl Carter

ADDRESS 313 Tatum Rd. Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 NE 1/4 Lot No. 97 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Baur
Supt. of City Cemeteries
ck# 4039 (Forrest Funeral)

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-10-2019

SOLD TO:

Mr. Mrs. Miss Brandy Barnett

ADDRESS 319 W. 4th St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 33 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Xash
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 09-16 2019

SOLD TO:

Mr. Mrs. Miss Hayla Gaddis

ADDRESS 208 Gordon St Apt 642 Hattiesburg Ms

desires to purchase the grave space described below, subject to Cemetery regulations.

B. by #49
1/2 Lot No. 1 Section No. 3 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 45.00

Price Received \$ 45.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto William David Langford, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)

Lot 64 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of October, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of October 2019.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Doris Wedgeworth, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 38 Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of October, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of October 2019.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Winsdale Allen, Jr., subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southeast Quarter (SE¼)

Lot 35 Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of October, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of October 2019.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Jasmine Dozier, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)

Lot 166 Section 25

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of October, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of October 2019.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Eleanor Dozier, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW¼)

Lot 166 Section 25

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of October, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of October 2019.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Eleanor Dozier, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¼)

Lot Number 166 Section Number 25

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day October, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of October, 2019

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Gregory Jones, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½) of the Northeast Quarter (NE¼)

Lot Number: 36 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of October, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of October, 2019.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Minnie Merrill, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W½) of the Northeast Quarter (NE¼)

Lot Number: 78 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of October, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of October, 2019.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Otis Earl Carter, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½) of the Northeast Quarter (NE¼)

Lot Number: 97 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of October, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of October, 2019.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Brandy Barnett, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 33 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of October, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of October 2019.

My Commission Expires:

NOTARY PUBLIC

DEED TO CEMETERY LOT HIGHLAND CEMETERY

Baby Space #49

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, October 8, 2019

Re: Approve claims docket for the period ending September 30, 2019
File Number: 2019-203
Minute Book #

Summary

Recommendation Statement

Please place this on the October 8, 2019 City Council meeting for consideration.

DOCKET OF CLAIMS

PERIOD ENDING SEPTEMBER 30, 2019

Date - 09/30/19

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 A & R FARM AND GARDEN	319040	00192923	18008713	PAPER STOCKS PUBLIC WORKS	09/30/19	273156	399.60-
00001 A & R FARM AND GARDEN	319265	00192975	18008717	SPRAYER WAND U#7526 HEALTH	09/30/19	273156	49.99-
A & R FARM AND GARDEN							
Sum							449.59-
00001 AAMCO TRANSMISSION (MAYF I110713		00192331	18008393	REPR PTS U#20424 POLICE	09/30/19	273157	1,672.04-
AAMCO TRANSMISSION (MAYF							
Sum							1,672.04-
00001 ACTION PARTY RENTALS LLC 10186		00190942	18008438	JUMPER/DUNK TANK NNO KICK-OFF	09/30/19	273158	506.80-
ACTION PARTY RENTALS LLC							
Sum							506.80-
00001 AFFORDABLE EMERGENCY LIG 1279		00192770	18008546	RADAR REPR U#19700 POLICE	09/30/19	273161	85.00-
00001 AFFORDABLE EMERGENCY LIG 1286		00192632	18008657	WATCHGUARD REPR U#19343/19700	09/30/19	273161	255.00-
00001 AFFORDABLE EMERGENCY LIG 1285		00193358	18008724	REPRS U#20424 & U#16756	09/30/19	273161	255.00-
AFFORDABLE EMERGENCY LIG							
Sum							595.00-
00001 AIRGAS USA LLC (NORDAN S 9092240820		00192401	18008515	WELDING TOOLS P/W SHOP	09/30/19	273163	504.99-
00001 AIRGAS USA LLC (NORDAN S 9093044614		00192401	18008516	WELDING TOOLS P/W SHOP	09/30/19	273163	44.44-
00001 AIRGAS USA LLC (NORDAN S 9702028792		00192401	18008524	CREDIT INV#9957120001	09/30/19	273163	31.38
00001 AIRGAS USA LLC (NORDAN S 9957116587		00193439	18008744	CYLINDER RENT FIRE DEPT	09/30/19	273163	557.55-
00001 AIRGAS USA LLC (NORDAN S 9957856337		00193439	18008745	CYLINDER RENT FIRE DEPT	09/30/19	273163	587.29-
00001 AIRGAS USA LLC (NORDAN S 9960776344		00193439	18008746	CYLINDER RENT P/W SHOP	09/30/19	273163	573.94-
00001 AIRGAS USA LLC (NORDAN S 9962944761		00193439	18008747	CYLINDER RENT P/W SHOP	09/30/19	273163	490.49-
00001 AIRGAS USA LLC (NORDAN S 9963687986		00193439	18008748	CYLINDER RENT P/W SHOP	09/30/19	273163	457.33-
AIRGAS USA LLC (NORDAN S							
Sum							3,184.65-
00001 ALLBRITTON CHAIN SAW & L 66685		00193091	18008620	WEEDEATER REPRS PUB WORKS	09/30/19	273165	101.23-
00001 ALLBRITTON CHAIN SAW & L 66686		00192835	18008626	WEEDEATER REPR PTS HEALTH DIV	09/30/19	273165	609.00-
ALLBRITTON CHAIN SAW & L							
Sum							710.23-
00001 ANOINTED HANDS SERVICES, 6250 TRAFFIC		00192645	18008239	SERVS 9/19 TRAFFIC/CONSTR	09/30/19	273170	375.00-
00001 ANOINTED HANDS SERVICES, 6250 ENGR		00192645	18008240	SERVS 9/19 ENGR	09/30/19	273170	495.00-
00001 ANOINTED HANDS SERVICES, 6251		00193014	18008252	SERVS 9/19 EMP CLINIC	09/30/19	273170	280.00-
00001 ANOINTED HANDS SERVICES, 6262		00193001	18008261	SERVS 9/19 SANIT	09/30/19	273170	795.00-
ANOINTED HANDS SERVICES,							
Sum							1,945.00-

00001	ARNOLD, JOURDAN	TRAVEL REIMB 00193362 18008614 EXPNS MSFA TRENCH RESCUE CLS	09/30/19	273171	205.00-

ARNOLD, JOURDAN					
Sum					205.00-
00001	ASHLEY FURNITURE HOMESTO	010125740 (A) 00192164 18008650 FURNITURE CITY COUNCIL	09/30/19	273172	1,516.93-
00001	ASHLEY FURNITURE HOMESTO	010125740 (B) 00192277 18008651 FURNITURE CITY COUNCIL	09/30/19	273172	179.99-
00001	ASHLEY FURNITURE HOMESTO	010129021 00193045 18008722 SOFA CITY CLERKS OFFICE	09/30/19	273172	1,347.99-

ASHLEY FURNITURE HOMESTO					
Sum					3,044.91-
00001	AT&T	601545491010 02019894 18008413 SERV 9/8-10/7 POLICE DISPATCH	09/30/19	273173	173.08-
00001	AT&T	601M81832700 02019876 18008246 MNTHLY SERV 9/19 VARI DEPTS	09/30/19	273174	13,835.29-
00001	AT&T	601M26940440 00201912 18008455 SERV 9/8-10/7/19 POLICE	09/30/19	273175	76.00-
00001	AT&T	601M26684200 00193297 18008566 MNTHLY SRV 9/8-10/7 INTERACT	09/30/19	273176	6,790.00-
00001	AT&T	601M26491400 00193297 18008567 INTERACT SOFTWARE SUPPORT	09/30/19	273177	47.00-
00001	AT&T	056314932900 02019914 18008590 L/DIST 8/15-9/15/19 DISPATCH	09/30/19	273178	45.07-

AT&T					
Sum					20,966.44-
00001	AT&T MOBILITY	287289913717 00193020 18008255 WIRELESS SRV 7/19 POLICE	09/30/19	273179	4,535.09-
00001	AT&T MOBILITY	287273861504 00193253 18008499 GPS TRACKING 8/19 VARI DEPTS	09/30/19	273179	5,166.80-
00001	AT&T MOBILITY	287273578351 00193249 18008500 WIRELESS SRV 8/19 VARI DEPTS	09/30/19	273179	2,000.29-

AT&T MOBILITY					
Sum					11,702.18-
00001	AT&T MOBILITY (SEI PROCE	567606121 00193193 18008437 IPAD CARROLL COUNCIL	09/30/19	273180	1,049.99-

AT&T MOBILITY (SEI PROCE					
Sum					1,049.99-
00001	AUTO ARMATURE SERVICE IN	18362 00193029 18008267 BATTERY U#14147 URBAN DEV	09/30/19	273181	142.95-

AUTO ARMATURE SERVICE IN					
Sum					142.95-
00001	AUTOMOTIVE GLASS SPECIAL	I232773 00193167 18008456 WINDOW REPR U#14147 URBAN DEV	09/30/19	273182	245.00-
00001	AUTOMOTIVE GLASS SPECIAL	I232648 00192989 18008463 WINDSHIELD U#17788 POLICE	09/30/19	273182	225.00-
00001	AUTOMOTIVE GLASS SPECIAL	I232591 00192886 18008468 WINDOW REPR U#20069 SANIT	09/30/19	273182	416.55-
00001	AUTOMOTIVE GLASS SPECIAL	I232516 00192831 18008510 WINDSHIELD U#20425 POLICE	09/30/19	273182	345.00-
00001	AUTOMOTIVE GLASS SPECIAL	I232523 00192831 18008511 WINDSHIELD U#19345 POLICE	09/30/19	273182	295.00-
00001	AUTOMOTIVE GLASS SPECIAL	I232774 00193169 18008595 WINDSHIELD U#19116 LAND CODE	09/30/19	273182	200.00-
00001	AUTOMOTIVE GLASS SPECIAL	I232961 00193425 18008725 WINDSHIELD REPR U#20852	09/30/19	273182	70.00-

AUTOMOTIVE GLASS SPECIAL					
Sum					1,796.55-
00001	BARNETT CONCRETE WORK LL	127 00193155 18008702 DEMOLITION 2100 EDDY ST	09/30/19	273184	10,500.00-

BARNETT CONCRETE WORK LL					
Sum					10,500.00-
00001	BENNETT'S LOCK & KEY SHO	0066681 00193312 18008655 LOCK/KEYS NEW SERVICE CENTER	09/30/19	273187	26.44-

BENNETT'S LOCK & KEY SHO					
Sum					26.44-

00001 BILL'S PLUMBING CO	30360	00193175 18008442 PLUMB DIAGNOSTIC FEE #6 FIRE	09/30/19	273188	80.00-

BILL'S PLUMBING CO					
Sum					80.00-
00001 BOAM	REG MITCHELL	00193009 18008259 REG MITCHELL CONF OXFORD,MS	09/30/19	273190	150.00-

BOAM					
Sum					150.00-
00001 BODY TECH INC	2628	00193351 18008660 WINDOW REPR U#20405 PUB WORKS	09/30/19	273191	412.95-

BODY TECH INC					
Sum					412.95-
00001 BOURNE BROTHERS PRINTING	71643	00192794 18008305 RECYCLE SIGNS U#19948 SANIT	09/30/19	273193	75.00-

BOURNE BROTHERS PRINTING					
Sum					75.00-
00001 BRACKMAN MOWER WAREHOUSE	49136	00192788 18008449 REPRS U#19280 PUBLIC WORKS	09/30/19	273194	105.00-
00001 BRACKMAN MOWER WAREHOUSE	49193	00192909 18008450 BACK PACK SPRAYER HEALTH DIV	09/30/19	273194	109.95-
00001 BRACKMAN MOWER WAREHOUSE	49396	00193030 18008451 REPR PTS U#20506 HEALTH DIV	09/30/19	273194	129.00-

BRACKMAN MOWER WAREHOUSE					
Sum					343.95-
00001 BURROUGHS DIESEL INC	102586	00188750 18008716 KNUCKLE BOOM LOADER U#21388	09/30/19	273196	185,000.00-

BURROUGHS DIESEL INC					
Sum					185,000.00-
00001 C D W GOVERNMENT	TQC0445	00191855 18008262 LAPTOPS FOR JAIL	09/30/19	273198	1,405.75-
00001 C D W GOVERNMENT	TQZ7972	00191855 18008263 LAPTOP SUPP FOR JAIL	09/30/19	273198	114.12-
00001 C D W GOVERNMENT	TRJ9517	00192574 18008268 LAPTOPS FOR HPD & IT SPARE	09/30/19	273198	1,411.38-
00001 C D W GOVERNMENT	TSG2597	00192574 18008269 COMPUTER SUPP HPD & IT	09/30/19	273198	114.12-
00001 C D W GOVERNMENT	TTT2838	00192738 18008332 MAC BOOK PR IN MAYOR'S OFFICE	09/30/19	273198	1,295.39-
00001 C D W GOVERNMENT	TTW7252	00192738 18008333 MAC BOOK APPLE CARE 3 YR	09/30/19	273198	225.00-
00001 C D W GOVERNMENT	TQQ8737	00192527 18008388 SCANNERS POLICE DEPT	09/30/19	273198	1,481.25-
00001 C D W GOVERNMENT	TWJ1109	00192527 18008409 SCANNERS POLICE DEPT	09/30/19	273198	1,481.25-
00001 C D W GOVERNMENT	TWL4675	00192527 18008410 CREDIT INV#TQQ8737	09/30/19	273198	493.75
00001 C D W GOVERNMENT	TWL4756	00192527 18008411 CREDIT INV#TQQ8737	09/30/19	273198	493.75
00001 C D W GOVERNMENT	TWL4774	00192527 18008412 CREDIT INV#TQQ8737	09/30/19	273198	493.75
00001 C D W GOVERNMENT	TWF1885	00192903 18008606 ADOBE SUBSCRIPTION INFO TECH	09/30/19	273198	845.55-
00001 C D W GOVERNMENT	TWF1934	00192903 18008607 ADOBE SUBSCRIPTIONS INFO TECH	09/30/19	273198	3,901.18-
00001 C D W GOVERNMENT	TZR1348	00193213 18008652 ADOBE PRO DC LICENSE	09/30/19	273198	170.03-
00001 C D W GOVERNMENT	TZS1550	00193213 18008653 MICROSOFT PUBLISHER	09/30/19	273198	96.64-

C D W GOVERNMENT					
Sum					11,060.41-
00001 C SPIRE (MEGAGATE)	1464567	00193028 18008247 NETWORK/INTERNET IT DEPT	09/30/19	273199	1,308.49-
00001 C SPIRE (MEGAGATE)	1461120	00193028 18008248 NETWORK/INTERNET IT DEPT	09/30/19	273199	15,602.28-

C SPIRE (MEGAGATE)

Sum									16,910.77-
00001	C SPIRE BUSINESS (FORMER HM261227	00193366	18008640	TELECONFERENCE SRV 9/19 COURT	09/30/19	273200			28.95-

C SPIRE BUSINESS (FORMER

Sum									28.95-
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00001	CAFOLLA, BRENDA (REFUND) RESTITUTION	02019896	18008453	RESTITUTION PYMT	09/30/19	273201			124.73-

CAFOLLA, BRENDA (REFUND)

Sum									124.73-
00001	CANON FINANCIAL SERVICES 20552113	00193106	18008350	COPIER 9/19 PURCHASING DEPT	09/30/19	273202			166.32-

CANON FINANCIAL SERVICES

Sum									166.32-
00001	CARQUEST AUTO PARTS STOR 14758-129862	00192516	18008233	REPR PTS U#20426 POLICE	09/30/19	273205			102.46-
00001	CARQUEST AUTO PARTS STOR 14758-129262	00192605	18008234	REPR PTS U#19346 POLICE	09/30/19	273205			14.75-
00001	CARQUEST AUTO PARTS STOR 14758-129620	00192814	18008235	REPR PTS U#18326 POLICE	09/30/19	273205			716.24-
00001	CARQUEST AUTO PARTS STOR 14758-129867	00192987	18008296	PUMP P/W SHOP	09/30/19	273205			259.99-
00001	CARQUEST AUTO PARTS STOR 14758-129989	00193044	18008306	TRLR HITCH U#13562 CEMETERY	09/30/19	273205			46.99-
00001	CARQUEST AUTO PARTS STOR 14758-130055	00193066	18008334	TIRE CHANGER NEW POLICE SHOP	09/30/19	273205			4,759.99-
00001	CARQUEST AUTO PARTS STOR 14758-130046	00193057	18008358	REPR PTS U#19700 POLICE	09/30/19	273205			170.44-
00001	CARQUEST AUTO PARTS STOR 14758-130149	00191847	18008391	REPR PTS U#18315 POLICE	09/30/19	273205			143.58-
00001	CARQUEST AUTO PARTS STOR 14758-129964	00193012	18008403	REPR PTS U#17017 STREET	09/30/19	273205			79.54-
00001	CARQUEST AUTO PARTS STOR 14758-130056	00193063	18008425	REPR PTS U#20423 POLICE	09/30/19	273205			325.13-
00001	CARQUEST AUTO PARTS STOR 14758-130105	00193101	18008426	REPR PTS U#15647 POLICE	09/30/19	273205			326.78-
00001	CARQUEST AUTO PARTS STOR 14758-130106	00193101	18008427	OIL ABSORBENT POLICE SHOP	09/30/19	273205			71.52-
00001	CARQUEST AUTO PARTS STOR 14758-130147	00193114	18008436	BATTERY U#16238 CEMETERY	09/30/19	273205			129.99-
00001	CARQUEST AUTO PARTS STOR 14758-129576	00192781	18008485	REPR PTS U#17018 PUB WORKS	09/30/19	273205			167.99-
00001	CARQUEST AUTO PARTS STOR 14758-129799	00192922	18008486	REPR PTS U#17017 PUB WORKS	09/30/19	273205			281.16-
00001	CARQUEST AUTO PARTS STOR 14758-130400	00193256	18008544	REPR PTS U#20151 POLICE	09/30/19	273205			211.02-
00001	CARQUEST AUTO PARTS STOR 14758-130401	00193256	18008545	REPR PTS POLICE STOCK	09/30/19	273205			40.00-
00001	CARQUEST AUTO PARTS STOR 14758-130215	00193172	18008555	REPR PTS U#14684 LAND CODE	09/30/19	273205			303.99-
00001	CARQUEST AUTO PARTS STOR 14758-130473	00193296	18008617	REPR PTS U#21252 STREET	09/30/19	273205			85.51-
00001	CARQUEST AUTO PARTS STOR 14758-130591	00193371	18008666	ANTIFREEZE/COOL CEMETERY	09/30/19	273205			412.74-

CARQUEST AUTO PARTS STOR

Sum									8,649.81-
00001	CENTER FOR GOVERNMENT AN REG COLE 12/	00193373	18008638	REG COLE MMCCA CONF JACKSON	09/30/19	273206			165.00-
00001	CENTER FOR GOVERNMENT AN REG JOLLY 12	00193372	18008639	REG JOLLY MMCCA CONF JACKSON	09/30/19	273207			165.00-

CENTER FOR GOVERNMENT AN

Sum									330.00-
00001	CERTIFIED LABORATORIES 3603759	00191006	18008353	OIL FOR POLICE SHOP	09/30/19	273208			1,097.25-
00001	CERTIFIED LABORATORIES 3604428 FRT	00193327	18008580	FREIGHT CHARGE PO#191072	09/30/19	273208			163.21-

CERTIFIED LABORATORIES

Sum									1,260.46-
00001	CINTAS CORPORATION #J66 4030241649	00193076	18008320	UNIFORMS 9/16 TRAFFIC	09/30/19	273212			32.27-
00001	CINTAS CORPORATION #J66 4030241723	00193076	18008321	MOP/MAT 9/16 TRAFFIC	09/30/19	273212			7.90-
00001	CINTAS CORPORATION #J66 4030241563	00193077	18008324	UNIFORMS 9/16 P/W SHOP	09/30/19	273212			40.56-
00001	CINTAS CORPORATION #J66 4030241463	00193077	18008325	UNIFORMS 9/16 CONSTR	09/30/19	273212			74.29-

00001	CINTAS CORPORATION	#J66	4030241742	00193064	18008328	UNIFORMS	9/16	SANIT	09/30/19	273212	138.22-
00001	CINTAS CORPORATION	#J66	4030241648	00193111	18008378	UNIFORMS	9/16	PUBLIC WORKS	09/30/19	273212	23.25-
00001	CINTAS CORPORATION	#J66	4030241472	00193111	18008379	UNIFORMS	9/16	PUBLIC WORKS	09/30/19	273212	25.66-
00001	CINTAS CORPORATION	#J66	403241608	00193111	18008380	UNIFORMS	9/16	PUBLIC WORKS	09/30/19	273212	45.83-
00001	CINTAS CORPORATION	#J66	4030241392	00193111	18008381	UNIFORMS	9/16	PUBLIC WORKS	09/30/19	273212	67.01-
00001	CINTAS CORPORATION	#J66	4030241714	00193111	18008382	UNIFORMS	9/16	PUBLIC WORKS	09/30/19	273212	87.82-
00001	CINTAS CORPORATION	#J66	4030241521	00193111	18008383	UNIFORMS	9/16	PUBLIC WORKS	09/30/19	273212	116.24-
00001	CINTAS CORPORATION	#J66	4030714894	00193280	18008517	UNIFORMS	9/23	CONSTR	09/30/19	273212	40.56-
00001	CINTAS CORPORATION	#J66	4030714703	00193280	18008518	UNIFORMS	9/23	CONSTR	09/30/19	273212	74.29-
00001	CINTAS CORPORATION	#J66	4030714853	00193289	18008581	UNIFORMS	9/23	HEALTH	09/30/19	273212	116.24-
00001	CINTAS CORPORATION	#J66	4030715083	00193289	18008582	UNIFORMS	9/23	STREET	09/30/19	273212	87.82-
00001	CINTAS CORPORATION	#J66	4030714498	00193289	18008583	UNIFORMS	9/23	PUBLIC WORKS	09/30/19	273212	67.01-
00001	CINTAS CORPORATION	#J66	4030714936	00193289	18008584	UNIFORMS	9/23	PUBLIC WORKS	09/30/19	273212	45.83-
00001	CINTAS CORPORATION	#J66	4030714693	00193289	18008585	UNIFORMS	9/23	PUBLIC WORKS	09/30/19	273212	25.66-
00001	CINTAS CORPORATION	#J66	4030714901	00193289	18008586	UNIFORMS	9/23	PUBLIC WORKS	09/30/19	273212	23.25-
00001	CINTAS CORPORATION	#J66	4030714987	00193292	18008588	UNIFORMS	9/23	SANIT	09/30/19	273212	138.22-
00001	CINTAS CORPORATION	#J66	4030714965	00193370	18008658	UNIFORMS	9/23	TRAFFIC	09/30/19	273212	32.27-
00001	CINTAS CORPORATION	#J66	4030715025	00193370	18008659	MOP/MAT	9/23	TRAFFIC	09/30/19	273212	7.90-
00001	CINTAS CORPORATION	#J66	4031241264	00193434	18008753	UNIFORMS	9/30	SANIT	09/30/19	273212	138.22-

CINTAS CORPORATION #J66											
Sum											1,456.32-
00001	CITY OF HATTIESBURG FUND	TRF 2ND 9/19	02019913	18008536	TRF 2ND 9/19	PAYROLL	09/24/19	113874	1,171,470.66-		

CITY OF HATTIESBURG FUND											
Sum											1,171,470.66-
00001	CITY OF HATTIESBURG FUND	9/19	02019891	18008387	TRF FOR TIF	09/18/19	113866	62,168.00-			

CITY OF HATTIESBURG FUND											
Sum											62,168.00-
00001	CITY OF HATTIESBURG FUND	TRF 1% SP SA	02019883	18008344	TRF 1% SP SALES TAX REST	09/18/19	113857	202,849.93-			
00001	CITY OF HATTIESBURG FUND	TRF 1% SP SA	02019882	18008345	TRF 1% SP SALES TAX HOTEL	09/18/19	113858	39,039.83-			

CITY OF HATTIESBURG FUND											
Sum											241,889.76-
00001	CLARKE MOSQUITO CONTROL	5088785	00193279	18008733	MOSQUITO CHEMICALS HEALTH DIV	09/30/19	273214	2,400.00-			

CLARKE MOSQUITO CONTROL											
Sum											2,400.00-
00001	COCA COLA BOTTLING COMPA	17319202133	00190796	18008360	POWERAID DRINKS P/F RECRUITS	09/30/19	273217	160.00-			

COCA COLA BOTTLING COMPA											
Sum											160.00-
00001	COLE, RONDA	TRAV ADVANCE	00193374	18008636	TRAV ADV MMCCA CONF JACKSON	09/30/19	273218	490.00-			

COLE, RONDA											
Sum											490.00-
00001	COMCAST CABLEVISION OF H	839641073089	00193277	18008504	CABLE 9/15-10/14 CITY HALL	09/30/19	273219	120.06-			
00001	COMCAST CABLEVISION OF H	839641073089	00193355	18008621	CABLE 9/20-10/19 PUB WORKS	09/30/19	273220	78.26-			

COMCAST CABLEVISION OF H											
Sum											198.32-

00001 COMMERCIAL STATIONERY CO 427217-0	00191904 18008359 JANIT SUPP P/F ACADEMY	09/30/19	273221	465.90-

COMMERCIAL STATIONERY CO				
Sum				465.90-
00001 COMSOUTH 193303	00193023 18008441 RADIO ACCESSORIES FIRE DEPT	09/30/19	273222	1,002.00-
00001 COMSOUTH 192574	00192386 18008443 RADIO REPR FIRE DEPT	09/30/19	273222	560.00-
00001 COMSOUTH 193058	00192386 18008444 RADIO REPR FIRE DEPT	09/30/19	273222	560.00-
00001 COMSOUTH 193059	00192386 18008445 RADIO REPR FIRE DEPT	09/30/19	273222	560.00-
00001 COMSOUTH 193061	00192386 18008446 RADIO REPR FIRE DEPT	09/30/19	273222	560.00-
00001 COMSOUTH 193072	00192386 18008447 RADIO REPR FIRE DEPT	09/30/19	273222	560.00-
00001 COMSOUTH 193310	00192842 18008474 REPR 4 RADIOS FIRE DEPT	09/30/19	273222	440.00-

COMSOUTH				
Sum				4,242.00-
00001 COURT PROGRAMS INC INVOICE #60	00193102 18008348 ANKLE MONITORING 8/19 COURT	09/30/19	273227	10,705.00-

COURT PROGRAMS INC				
Sum				10,705.00-
00001 COURTESY MOTORS INC 494614	00192094 18008338 REPR PTS U#17018 STREET	09/30/19	273228	59.01-
00001 COURTESY MOTORS INC 494824	00192243 18008339 REPR PTS U#15963 STREET	09/30/19	273228	322.88-
00001 COURTESY MOTORS INC 256090	00193046 18008341 REPRS U#21252 STREET	09/30/19	273228	673.53-

COURTESY MOTORS INC				
Sum				1,055.42-
00001 CRAIN TRACTOR & EQUIPMEN CP72343	00193096 18008497 REPR PTS U#20373 HEALTH	09/30/19	273230	471.50-

CRAIN TRACTOR & EQUIPMEN				
Sum				471.50-
00001 DADE PAPER & BAG, LLC 13934146	00192141 18008232 BLK GLOVES POLICE	09/30/19	273232	322.00-

DADE PAPER & BAG, LLC				
Sum				322.00-
00001 DELGADO, DEBORAH DENARD TRAV REIMB 8	00193263 18008501 EXPNS CONF NORFOLK,VA	09/30/19	273233	120.39-
00001 DELGADO, DEBORAH DENARD TRAV REIMB 8	00193263 18008502 EXPNS CONF OXON HILL, MD	09/30/19	273234	74.68-

DELGADO, DEBORAH DENARD				
Sum				195.07-
00001 DENSON OIL COMPANY INC 124681	00193265 18008734 GAS FOR P/W FUEL STATION	09/30/19	273235	13,219.84-
00001 DENSON OIL COMPANY INC 124643	00193265 18008735 DIESEL FOR P/W FUEL STATION	09/30/19	273235	8,609.84-

DENSON OIL COMPANY INC				
Sum				21,829.68-
00001 DEVINEY EQUIPMENT 877818	00192798 18008731 SERVS BAY ST CHRISTMAS LIGHTS	09/30/19	273236	4,500.00-

DEVINEY EQUIPMENT				
Sum				4,500.00-

00001	ECONOMY SUPPLY CO	019729	00192883	18008242	BLDG MATLS YOUTH ART MUSEUM	09/30/19	273239	86.25-
00001	ECONOMY SUPPLY CO	019579	00192876	18008243	ROOF CEMENT YOUTH ART MUSEUM	09/30/19	273239	91.00-
00001	ECONOMY SUPPLY CO	019726	00192970	18008301	CHRISTMAS WREATH ANCHORS	09/30/19	273239	123.50-
00001	ECONOMY SUPPLY CO	020031	00192810	18008431	MORTAR/PORTLAND CEMENT DRNGE	09/30/19	273239	997.50-
00001	ECONOMY SUPPLY CO	020500	00193281	18008593	DRYWALL NEW SERVICE CENTER	09/30/19	273239	38.40-
00001	ECONOMY SUPPLY CO	020597	00193349	18008668	BLDG MATLS TRAILER FLOOR CEM	09/30/19	273239	253.79-

ECONOMY SUPPLY CO								
Sum								1,590.44-
00001	ELECTROLUX (AERUS)	2044732	00189040	18008482	VACUUM CLEANER BAGS P/F ACDMY	09/30/19	273240	40.00-

ELECTROLUX (AERUS)								
Sum								40.00-
00001	ELITE SCREEN PRINTING	30889	00192496	18008424	POLO SHIRTS HOMELESS COORD	09/30/19	273241	74.85-

ELITE SCREEN PRINTING								
Sum								74.85-
00001	ELKINS WHOLESALE INC	393364-00	00193026	18008398	JANIT SUPP ALL FIRE STATIONS	09/30/19	273242	930.36-
00001	ELKINS WHOLESALE INC	393364-01	00193026	18008399	JANIT SUPP ALL FIRE STATIONS	09/30/19	273242	67.51-

ELKINS WHOLESALE INC								
Sum								997.87-
00001	EMERGENCY EQUIPMENT PROF	445478	00192917	18008284	FIREFIGHTER HELMETS	09/30/19	273243	866.80-
00001	EMERGENCY EQUIPMENT PROF	445513	00193021	18008289	WIRING REPR U#20315 FIRE DEPT	09/30/19	273243	196.65-
00001	EMERGENCY EQUIPMENT PROF	445574	00191584	18008397	FIRE HOSE NOZZLES P/F ACDMY	09/30/19	273243	4,668.00-
00001	EMERGENCY EQUIPMENT PROF	445614	00191829	18008466	HELMET FRONTS/INTAKE VALVES	09/30/19	273243	6,685.88-

EMERGENCY EQUIPMENT PROF								
Sum								12,417.33-
00001	EMPIRE TRUCK SALES (H'BU	CE006156056:	00192735	18008432	REPRS U#20070 SANIT	09/30/19	273245	429.53-
00001	EMPIRE TRUCK SALES (H'BU	CE006156012:	00192742	18008433	REPR PTS U#20070/#20090 SANIT	09/30/19	273245	315.20-
00001	EMPIRE TRUCK SALES (H'BU	CE006156742:	00192669	18008556	REPR PTS SANIT UNITS	09/30/19	273245	219.12-
00001	EMPIRE TRUCK SALES (H'BU	CE006156589:	00193126	18008557	REPR PTS U#20090 SANIT	09/30/19	273245	48.28-

EMPIRE TRUCK SALES (H'BU								
Sum								1,012.13-
00001	EQUIFAX INFORMATION SERV	5528054	00193201	18008473	ONLINE INVESTIGATION POLICE	09/30/19	273246	21.24-

EQUIFAX INFORMATION SERV								
Sum								21.24-
00001	FARO TECHNOLOGIES, INC	90708620	00192755	18008543	CRASH RECONSTR MAINT RENEWAL	09/30/19	273250	1,004.00-

FARO TECHNOLOGIES, INC								
Sum								1,004.00-
00001	FASTENAL COMPANY	MSHAT220824	00192979	18008469	BUCKET/MOPS/HANDLES HEALTH	09/30/19	273251	134.57-
00001	FASTENAL COMPANY	MSHAT220982	00193062	18008597	POWER WASH HOSES SANIT UNITS	09/30/19	273251	193.72-
00001	FASTENAL COMPANY	MSHAT220981	00193154	18008598	MOP/HANDLE HEALTH DIV	09/30/19	273251	14.77-

FASTENAL COMPANY								
Sum								343.06-

00001 FIRE SAFETY EDUCATION	QT20106	00193286 18008710 HFD FIRE ED OFFICER SUPP	09/30/19	273252	425.00-

FIRE SAFETY EDUCATION					
Sum					425.00-
00001 FIRE STORE(WITMER ASSOC	1957431	00190823 18008361 RESCUE EQUIP P/F ACADEMY	09/30/19	273253	286.19-
00001 FIRE STORE(WITMER ASSOC	1957431.001	00190823 18008362 RESCUE EQUIP P/F ACADEMY	09/30/19	273253	2,147.90-

FIRE STORE(WITMER ASSOC					
Sum					2,434.09-
00001 FIRESTONE COMPLETE AUTO	244617	00193162 18008467 TIRES U#20431 ENGR	09/30/19	273254	474.09-

FIRESTONE COMPLETE AUTO					
Sum					474.09-
00001 FLUIDS INC.	12620	00193156 18008625 MISTING OIL HEALTH DIV	09/30/19	273258	3,769.15-

FLUIDS INC.					
Sum					3,769.15-
00001 FORREST CTY CIRCUIT COUR	PO#193259 LI	00193259 18008513 LIEN FILINGS 8-10/18 LDC	09/30/19	273271	70.00-
00001 FORREST CTY CIRCUIT COUR	PO#193260 LI	00193260 18008514 LIEN FILINGS 3-5/19 LDC	09/30/19	273271	280.00-
00001 FORREST CTY CIRCUIT COUR	PO#193246 LI	00193246 18008550 LIEN FILING 6/19-7/19 LDC	09/30/19	273271	180.00-
00001 FORREST CTY CIRCUIT COUR	PO#193254 LI	00193254 18008553 LIEN FILING 11/18-12/18 LDC	09/30/19	273271	55.00-
00001 FORREST CTY CIRCUIT COUR	PO#193255 LI	00193255 18008554 LIEN FILING 2/19 LAND CODE	09/30/19	273271	135.00-

FORREST CTY CIRCUIT COUR					
Sum					720.00-
00001 FV RECYCLING	2019-4789	00193199 18008488 RECYCLE FEES 9/19 SANIT	09/30/19	273273	59.75-
00001 FV RECYCLING	2019-4788	00193199 18008489 RECYCLE FEES 9/19 SANIT	09/30/19	273273	56.00-
00001 FV RECYCLING	2019-4801	00193199 18008490 RECYCLE FEES 9/19 SANIT	09/30/19	273273	16.00-
00001 FV RECYCLING	2019-4834	00193199 18008491 RECYCLE FEES 9/19 SANIT	09/30/19	273273	61.00-
00001 FV RECYCLING	2019-4848	00193199 18008492 RECYCLE FEES 9/19 SANIT	09/30/19	273273	60.50-
00001 FV RECYCLING	2019-4862	00193199 18008493 RECYCLE FEES 9/19 SANIT	09/30/19	273273	60.50-
00001 FV RECYCLING	2019-4879	00193199 18008494 RECYCLE FEES 9/17 SANIT	09/30/19	273273	22.75-
00001 FV RECYCLING	2019-4954	00193199 18008495 RECYCLE FEES 9/19 SANIT	09/30/19	273273	64.50-
00001 FV RECYCLING	2019-4955	00193199 18008496 RECYCLE FEES 9/19 SANIT	09/30/19	273273	88.50-

FV RECYCLING					
Sum					489.50-
00001 GILLILANDS ELECTRONICS S	70189	00193270 18008509 PHONE RENT 9/19 POLICE DEPT	09/30/19	273275	884.99-
00001 GILLILANDS ELECTRONICS S	70247	00193293 18008596 OFFICE PHONE MOFFETT P/W	09/30/19	273275	324.95-
00001 GILLILANDS ELECTRONICS S	70209	00193369 18008643 PHONE RENT MUN COURT	09/30/19	273275	261.99-

GILLILANDS ELECTRONICS S					
Sum					1,471.93-
00001 GLADDEN LAW OFFICE PLLC	0229	00193268 18008505 SERVS SHARON MARK VS CITY	09/30/19	273276	346.75-
00001 GLADDEN LAW OFFICE PLLC	0230	00193268 18008506 SRVS PLAN/ZONE/CODE ISSUES	09/30/19	273276	2,054.00-

GLADDEN LAW OFFICE PLLC					
Sum					2,400.75-

00001 GRAINGER	9289363849	00192820 18008390 WALK THRU METAL DETECTOR LOBY	09/30/19	273279	4,366.61-

GRAINGER					
Sum					4,366.61-
00001 GULF GUARANTY EMPLOYEE B	190924092827	00193299 18008578 INMATE MEDICAL 8/26-9/23/19	09/30/19	273283	3,273.20-
00001 GULF GUARANTY EMPLOYEE B	190924092827	00193338 18008579 ADDL AMT DUE PO#193299	09/30/19	273283	589.70-

GULF GUARANTY EMPLOYEE B					
Sum					3,862.90-
00001 GULF SOUTH PRODUCTIONS	1823	00190284 18008721 SOUND SYS 6/11/19 TRAIN DEPOT	09/30/19	273284	350.00-

GULF SOUTH PRODUCTIONS					
Sum					350.00-
00001 H'BURG AMERICAN (SUBSCRI	HA0035486 9/	00193252 18008538 SUBSCRIPT RNWL M/ADM	09/30/19	273286	90.44-

H'BURG AMERICAN (SUBSCRI					
Sum					90.44-
00001 HATTIESBURG HYDRAULICS I	79625	00191295 18008365 REPR PTS U#18099 FIRE DEPT	09/30/19	273289	53.45-
00001 HATTIESBURG HYDRAULICS I	80203	00192419 18008376 REPR PTS U#20373 SANIT	09/30/19	273289	199.08-
00001 HATTIESBURG HYDRAULICS I	79672	00191189 18008385 REPR PTS U#20068 SANIT	09/30/19	273289	174.60-
00001 HATTIESBURG HYDRAULICS I	80567	00193043 18008386 REPR PTS U#16010 CEMETERY	09/30/19	273289	176.32-
00001 HATTIESBURG HYDRAULICS I	80694	00193217 18008627 REPR PTS U#18035 HEALTH	09/30/19	273289	320.41-

HATTIESBURG HYDRAULICS I					
Sum					923.86-
00001 HAVARD PEST CONTROL INC	1512224	02019888 18008698 QTRLY SRV #6 FIRE STA	09/30/19	273290	48.00-

HAVARD PEST CONTROL INC					
Sum					48.00-
00001 HILL & BROOKS COFFEE & T	707556	00193097 18008349 COFFEE SERV MAYOR'S OFFICE	09/30/19	273291	81.81-

HILL & BROOKS COFFEE & T					
Sum					81.81-
00001 HOVER GRAVEL CO	11390	00192260 18008452 TOPSOIL/SAND CEMETERIES	09/30/19	273294	1,040.00-

HOVER GRAVEL CO					
Sum					1,040.00-
00001 HUB CITY SPOKES	94702	00193060 18008310 CITY WIDE ADS AND NOTICES	09/30/19	273295	277.80-
00001 HUB CITY SPOKES	94703	00193059 18008323 CITY WIDE ADS AND NOTICES	09/30/19	273295	74.76-
00001 HUB CITY SPOKES	94732	00193266 18008503 CITY WIDE ADS AND NOTICES	09/30/19	273295	27.84-

HUB CITY SPOKES					
Sum					380.40-
00001 HUB CITY STEEL	0038303	00192990 18008464 BLDG MATLS RESCUE PROP CONSTR	09/30/19	273296	2,631.05-

HUB CITY STEEL					
Sum					2,631.05-

00001 HUGHES SUPPLY	S156573754.0	00192436	18008298	A/C HAND TOOLS CONSTR	09/30/19	273297	232.51-
00001 HUGHES SUPPLY	S156699599.0	00192436	18008299	A/C HAND TOOLS CONSTR	09/30/19	273297	55.21-
00001 HUGHES SUPPLY	S156773973.0	00193000	18008304	A/C FILTERS GENEALOGY BLDG	09/30/19	273297	37.66-

HUGHES SUPPLY							
Sum							325.38-
00001 INDEPENDENT ROOFING SYST 1952		00189516	18008600	SKYLIGHT REPR HANGER #2	09/30/19	273298	6,465.00-

INDEPENDENT ROOFING SYST							
Sum							6,465.00-
00001 INDOFF INC	3286913	00192676	18008266	OFFICE SUPP LOSS CONTROL	09/30/19	273299	492.42-

INDOFF INC							
Sum							492.42-
00001 INTERFACE SECURITY SYSTE 19518109		00193325	18008587	SECURITY 10/19 YTH ART MUSEUM	09/30/19	273300	46.99-
00001 INTERFACE SECURITY SYSTE 19508457		00193404	18008718	SECURITY 10/19 HIGHLAND CEM	09/30/19	273300	34.34-
00001 INTERFACE SECURITY SYSTE 19514429		00193404	18008719	SECURITY 10/19 SOUTH HILL CEM	09/30/19	273300	31.15-

INTERFACE SECURITY SYSTE							
Sum							112.48-
00001 INTL INSTITUTE OF MUNICI 31038 EATON		00193347	18008603	MBRSHP RNWL EATON M/ADM	09/30/19	273301	135.00-

INTL INSTITUTE OF MUNICI							
Sum							135.00-
00001 INTONE IMAGING, LLC	6896	00193153	18008542	PRINTER INK POLICE DEPT	09/30/19	273302	451.89-

INTONE IMAGING, LLC							
Sum							451.89-
00001 IRBY, STUART C CO	S011385312.0	00192435	18008300	A/C TOOLS/SUPP CONSTR ELEC	09/30/19	273303	1,842.75-
00001 IRBY, STUART C CO	S011547987.0	00192915	18008519	HAND TOOLS ELECTRICIAN	09/30/19	273303	38.26-
00001 IRBY, STUART C CO	CK#255764	00192915	18008525	DUP PYMT S009929632.002	09/30/19	273303	37.31
00001 IRBY, STUART C CO	S011561676.0	00193161	18008742	ELEC SUPP NEW SERVICE CENTER	09/30/19	273303	142.68-

IRBY, STUART C CO							
Sum							1,986.38-
00001 J M H GRAPHICS	19003	00192288	18008297	WORK TEE SHIRTS CONSTR DEPT	09/30/19	273304	384.00-
00001 J M H GRAPHICS	19500	00193004	18008342	TEE SHIRTS DRAINAGE CREWS	09/30/19	273304	264.00-
00001 J M H GRAPHICS	19573	00193243	18008730	EVENT SHIRTS CONSTR DEPT	09/30/19	273304	175.84-

J M H GRAPHICS							
Sum							823.84-
00001 JEFCOAT FENCE OF HATTIES 0021661		00192513	18008408	PARKING GATES CIVIC CN GARAGE	09/30/19	273306	7,850.00-

JEFCOAT FENCE OF HATTIES							
Sum							7,850.00-
00001 JOHNNY'S WRECKER SERVICE 38124		00193068	18008327	TOWING U#15892 SANIT	09/30/19	273309	300.00-

JOHNNY'S WRECKER SERVICE							
Sum							300.00-

00001 JORDAN, TONYA	FEDEX SHIP F	00193309	18008565	NNO 2019 REPORT SHIPMENT FEE	09/30/19	273313	96.20-

JORDAN, TONYA							96.20-
Sum							
00001 K-LOG INC	19-297613-1	00192235	18008335	OUTDOOR FURNITURE P/F ACADEMY	09/30/19	273314	1,462.00-
00001 K-LOG INC	19-297651-1	00192289	18008336	FREIGHT CHARGE PO#192235	09/30/19	273314	411.36-

K-LOG INC							1,873.36-
Sum							4,864.44-
00001 KONE INC (MONTGOMERY KON	959349760	00193368	18008641	MAINT 9/19-8/20 MUN COURT	09/30/19	273316	

KONE INC (MONTGOMERY KON							4,864.44-
Sum							9,088.00-
00001 KRONOS INCORPORATED	11495891	00193042	18008249	SOFTWARE 7/30-8/29/19	09/30/19	273317	

KRONOS INCORPORATED							9,088.00-
Sum							300.00-
00001 L E A DATA TECHNOLOGIES	12-2761-04	00193392	18008654	INT AFFAIRS SOFTWARE UPGRADE	09/30/19	273319	

L E A DATA TECHNOLOGIES							300.00-
Sum							660.00-
00001 LAMAR CTY SHERIFF	JAIL 8/19	00192997	18008260	JAIL EXPENSE 8/19	09/30/19	273320	

LAMAR CTY SHERIFF							660.00-
Sum							18,000.00-
00001 LANDRY LEWIS GERMANY ARC	073019	00193173	18008423	SERVS #9 FIRE STA DESIGN	09/30/19	273322	

LANDRY LEWIS GERMANY ARC							18,000.00-
Sum							55.00-
00001 LARRY'S WRECKER SERVICE	6436	00193078	18008315	TOWING U#20423 POLICE	09/30/19	273323	
00001 LARRY'S WRECKER SERVICE	6582	00193354	18008613	TOWING U#19700 POLICE	09/30/19	273323	55.00-
00001 LARRY'S WRECKER SERVICE	6046	00184943	18008647	TOWING U#18569 M/ADM	09/30/19	273323	65.00-
00001 LARRY'S WRECKER SERVICE	6591	00193419	18008708	TOWING U#18327 POLICE	09/30/19	273323	55.00-
00001 LARRY'S WRECKER SERVICE	6592	00193421	18008709	TOWING U#17593 POLICE	09/30/19	273323	55.00-
00001 LARRY'S WRECKER SERVICE	6594	00193433	18008743	TOWING U#19341 POLICE	09/30/19	273323	55.00-

LARRY'S WRECKER SERVICE							340.00-
Sum							239.30-
00001 LAWRENCE PRINTING CO INC	41008	00192146	18008230	MANUAL CK FORMS FIRST BANK	09/30/19	273324	
00001 LAWRENCE PRINTING CO INC	41009	00192194	18008231	MANUAL CK FORMS TRUSTMARK	09/30/19	273324	327.80-

LAWRENCE PRINTING CO INC							567.10-
Sum							363.38-
00001 LINEBARGER GOGGAN BLAIR	9/16/2019	02019919	18008631	POLICE FINES COLL.FEE	09/30/19	273326	

LINEBARGER GOGGAN BLAIR							363.38-
Sum							1,600.00-
00001 LOCAL IMPACT ANALYTICS	0916192	00193112	18008351	SRVS AD VALOREM TX CR IMPACT	09/30/19	273327	

LOCAL IMPACT ANALYTICS							1,600.00-
Sum							

00001 LUU, LISA	TRAV ADVANCE	00193375	18008637	TRAV ADV MMCCA CONF JACKSON	09/30/19	273329	490.00-

LUU, LISA							490.00-
Sum							490.00-
00001 LYNN PEAVEY COMPANY	360391	00191625	18008355	EVIDENCE TAPE POLICE DEPT	09/30/19	273330	515.00-
00001 LYNN PEAVEY COMPANY	361263	00191625	18008356	EVIDENCE TAPE POLICE DEPT	09/30/19	273330	677.50-

LYNN PEAVEY COMPANY							1,192.50-
Sum							1,653.00-
00001 M M C MATERIALS INC-H'BU	612967	00192119	18008373	CONCRETE VARI LOC	09/30/19	273331	1,653.00-
00001 M M C MATERIALS INC-H'BU	613835	00192119	18008374	CONCRETE VARI LOC	09/30/19	273331	675.00-
00001 M M C MATERIALS INC-H'BU	614031	00192119	18008375	CONCRETE VARI LOC	09/30/19	273331	550.00-
00001 M M C MATERIALS INC-H'BU	618231	00192119	18008471	CONCRETE VARI LOC	09/30/19	273331	330.00-

M M C MATERIALS INC-H'BU							3,208.00-
Sum							3,295.08-
00001 MCCi LLC	00018294	00193367	18008642	SCANNING PROJECT MUN COURT	09/30/19	273334	3,295.08-

MCCi LLC							3,295.08-
Sum							175.00-
00001 MCCALLISTER, BETTY (REFU CEMETERY SPA	02019915	18008562	BUY BACK 1 SPACE	09/24/19	113888		175.00-

MCCALLISTER, BETTY (REFU							175.00-
Sum							14.95-
00001 MCELHANEY PLUMBING INC	280814	00192974	18008241	PLUMB SUPP P/W SHOP	09/30/19	273335	14.95-
00001 MCELHANEY PLUMBING INC	281634	00193377	18008662	COMPRESSOR REPR PT P/W SHOP	09/30/19	273335	5.00-
00001 MCELHANEY PLUMBING INC	281269	00193352	18008663	PLUMB SUPP SANIT RESTROOM	09/30/19	273335	99.95-
00001 MCELHANEY PLUMBING INC	281288	00193413	18008729	PLUMB SUPP PUB WORKS BREAKRM	09/30/19	273335	99.95-

MCELHANEY PLUMBING INC							219.85-
Sum							4,981.71-
00001 METRIX SOLUTIONS	M46923	00192577	18008457	DELL RENEWALS 10/19-10/20 IT	09/30/19	273336	4,981.71-

METRIX SOLUTIONS							4,981.71-
Sum							230.00-
00001 MID SOUTH GLASS INC	0046519	00192914	18008302	REPR DOOR GLASS ART MUSEUM	09/30/19	273337	230.00-

MID SOUTH GLASS INC							230.00-
Sum							4,189.94-
00001 MID SOUTH UNIFORM & SUPP	596272	00191454	18008270	UNIFORMS/NAMEPLATES POLICE	09/30/19	273338	4,189.94-
00001 MID SOUTH UNIFORM & SUPP	596469	00191607	18008459	NAME PLATES/SHIRT/TROUSERS	09/30/19	273338	1,503.92-
00001 MID SOUTH UNIFORM & SUPP	596471	00191961	18008460	VEST CARRIERS WYNN/BUCKHALTER	09/30/19	273338	150.00-
00001 MID SOUTH UNIFORM & SUPP	596726	00192816	18008704	UNIFORMS POLICE PROULX/STOCK	09/30/19	273338	1,351.00-

MID SOUTH UNIFORM & SUPP							7,194.86-
Sum							1,304.00-
00001 MIDSOUTH SOLUTIONS	140253 (A)	00192799	18008461	UNIFORM BOOTS POLICE STOCK	09/30/19	273339	1,304.00-
00001 MIDSOUTH SOLUTIONS	140253 (B)	00193187	18008462	ADDL AMT DUE PO#192799	09/30/19	273339	815.00-

MIDSOUTH SOLUTIONS							2,119.00-
Sum							

00001 MITCHELL, JAMES	TRAV ADVANCE 00193011 18008258 TRAV ADV BOAM CONF OXFORD,MS	09/30/19	273341	629.00-

MITCHELL, JAMES				
Sum				629.00-
00001 MOLLY MAID	SERVS 1410 W 00192108 18008592 SERVS OLD COURTESY FORD BLDG	09/30/19	273343	1,360.00-

MOLLY MAID				
Sum				1,360.00-
00001 MORRIS AND MCDONALD, INC 19.527	00193288 18008512 FIRE PROMOTION DEVELOPMENT	09/30/19	273345	12,000.00-

MORRIS AND MCDONALD, INC				
Sum				12,000.00-
00001 MS ASSN FOR SPATIAL TECH REG HOBGOOD	00193150 18008414 REG HOBGOOD CONF LONG BEACH	09/30/19	273347	75.00-
00001 MS ASSN FOR SPATIAL TECH REG GOPALAN	00193150 18008415 REG GOPALAN CONF LONG BEACH	09/30/19	273347	75.00-
00001 MS ASSN FOR SPATIAL TECH REG MCCRAW 1	00193150 18008416 REG MCCRAW CONF LONG BEACH	09/30/19	273347	75.00-

MS ASSN FOR SPATIAL TECH				
Sum				225.00-
00001 MS EMBROIDERY COMPANY E 15586	00191874 18008354 EMBROIDER PK ATTENDANT SHIRTS	09/30/19	273348	84.00-

MS EMBROIDERY COMPANY				
Sum				84.00-
00001 MS POWER COMPANY	13774-56017 00193090 18008322 SRV 7/29-8/8 PUB SAFETY CMLPX	09/30/19	273350	79.88-
00001 MS POWER COMPANY	9/19 GENERAL 00201924 18008632 MNTHLY ELEC-GENERAL	09/30/19	273350	126,431.28-

MS POWER COMPANY				
Sum				126,511.16-
00001 MSP ENTERPRISES, LLC	91119 00193116 18008369 PROPERTY CLEANING 9/19 LDC	09/30/19	273351	1,123.75-
00001 MSP ENTERPRISES, LLC	92419 00193311 18008575 PROPERTY CLEARING 9/19 LDC	09/30/19	273351	821.00-
00001 MSP ENTERPRISES, LLC	92419-1 00193311 18008576 PROPERTY CLEARING 9/19 LDC	09/30/19	273351	203.25-

MSP ENTERPRISES, LLC				
Sum				2,148.00-
00001 MULTITECH OFFICE MACHINE 19091023	00193416 18008703 PRINTER FOR MASS TRANSIT	09/30/19	273352	199.95-

MULTITECH OFFICE MACHINE				
Sum				199.95-

00001	NAFECO-NORTH AMERICA FIR	1000975	00192192	18008275	FIRE HOSES/VALVES P/F ACDMY	09/30/19	273355	1,273.72-
00001	NAFECO-NORTH AMERICA FIR	P-1020524	00192192	18008276	FIRE HOSES/VALVES P/F ACDMY	09/30/19	273355	1,069.60-
00001	NAFECO-NORTH AMERICA FIR	996945	00191960	18008277	FIREFIGHTER GEAR BAGS ACDMY	09/30/19	273355	1,175.54-
00001	NAFECO-NORTH AMERICA FIR	998327	00191960	18008278	FIREFIGHTER STREAMLIGHTS	09/30/19	273355	407.49-
00001	NAFECO-NORTH AMERICA FIR	998570	00191960	18008279	TACTICAL GLOVES RESPONSE TEAM	09/30/19	273355	268.50-
00001	NAFECO-NORTH AMERICA FIR	P-1019738	00191960	18008280	STANDPIPE BAG KIT P/F ACDMY	09/30/19	273355	1,011.00-
00001	NAFECO-NORTH AMERICA FIR	997815	00192193	18008281	RUBBER BOOTS RESPONSE TEAM	09/30/19	273355	640.78-
00001	NAFECO-NORTH AMERICA FIR	998608	00192193	18008282	RUBBER BOOTS RESPONSE TEAM	09/30/19	273355	623.52-
00001	NAFECO-NORTH AMERICA FIR	P-1020518	00192193	18008283	RUBBER BOOTS RESPONSE TEAM	09/30/19	273355	311.76-
00001	NAFECO-NORTH AMERICA FIR	997816	00192189	18008285	FIREFIGHTER TURN-OUT GEAR	09/30/19	273355	15,065.06-
00001	NAFECO-NORTH AMERICA FIR	P-1020535	00192189	18008286	FIREFIGHTER TURN-OUT GEAR	09/30/19	273355	905.00-
00001	NAFECO-NORTH AMERICA FIR	997525	00192190	18008287	FIREFIGHTER BOOTS	09/30/19	273355	857.26-
00001	NAFECO-NORTH AMERICA FIR	P-1020522	00192190	18008288	FIREFIGHTER BOOTS	09/30/19	273355	1,680.00-

NAFECO-NORTH AMERICA FIR								25,289.23-
Sum								
00001	NAPA AUTO PARTS	5930-598813	00191821	18008317	REPR PTS VARI FIRE UNITS/SHOP	09/30/19	273356	267.45-
00001	NAPA AUTO PARTS	5930-599410	00192179	18008318	REPR PTS VARI FIRE UNITS	09/30/19	273356	273.25-
00001	NAPA AUTO PARTS	5930-600485	00192780	18008319	BATTERY U#20099 FIRE DEPT	09/30/19	273356	131.47-
00001	NAPA AUTO PARTS	5930-601015	00193058	18008429	REPR PTS U#20315 FIRE DEPT	09/30/19	273356	35.53-

NAPA AUTO PARTS								707.70-
Sum								4,583.33-
00001	NEEL-SCHAFFER INC	1060553	00193397	18008715	SRVS 8/19 MS4 STORMWTR PROG	09/30/19	273358	

NEEL-SCHAFFER INC								4,583.33-
Sum								144.00-
00001	NORTHGATE LAND & TIMBER, 215		00193117	18008368	RED DIRT 106 INDEPENDENCE	09/30/19	273361	

NORTHGATE LAND & TIMBER,								144.00-
Sum								99.99-
00001	OFFICE DEPOT INC	372188641001	00193082	18008330	OFFICE CHAIR ACTION CENTER	09/30/19	273363	199.99-
00001	OFFICE DEPOT INC	373221350001	00192641	18008407	OFFICE CHAIR ACTION CENTER	09/30/19	273363	80.29-
00001	OFFICE DEPOT INC	2341067690	00192919	18008558	OFFICE SUPP ACCTG DEPT	09/30/19	273363	1,796.12-
00001	OFFICE DEPOT INC	2343054980	00193163	18008736	LAPTOP/COURT SUPP/IT DEPT	09/30/19	273363	18.69-
00001	OFFICE DEPOT INC	379258867001	00193085	18008737	OFFICE SUPP MPO DIV	09/30/19	273363	202.48-
00001	OFFICE DEPOT INC	379258055001	00193085	18008738	OFFICE SUPP MPO DIV	09/30/19	273363	194.34-
00001	OFFICE DEPOT INC	379258866001	00193085	18008739	OFFICE SUPP MPO DIV	09/30/19	273363	39.50-
00001	OFFICE DEPOT INC	2342780952	00193105	18008741	OFFICE SUPP POLICE DEPT	09/30/19	273363	193.71-
00001	OFFICE DEPOT INC	380561101001	00193181	18008749	OFFICE SUPP LAND CODE	09/30/19	273363	35.25-
00001	OFFICE DEPOT INC	380561381001	00193181	18008750	OFFICE SUPP LAND CODE	09/30/19	273363	19.10-
00001	OFFICE DEPOT INC	380561382001	00193181	18008751	OFFICE SUPP LAND CODE	09/30/19	273363	

OFFICE DEPOT INC								2,879.46-
Sum								39.99-
00001	OFFICE PRODUCTS PLUS	878598-0	00193334	18008661	COPY PAPER ENGR DEPT	09/30/19	273364	

OFFICE PRODUCTS PLUS								39.99-
Sum								

00001 OVERHEAD DOOR CO OF HBUR 104759	00192749 18008238 BAY DOOR REPR #4 FIRE STA	09/30/19	273366	130.00-
00001 OVERHEAD DOOR CO OF HBUR 103845	00191191 18008440 DOOR REPR POLICE SERVICE CNTR	09/30/19	273366	525.26-
00001 OVERHEAD DOOR CO OF HBUR 105029	00192628 18008465 REPLACE KEY PAD P/F ACADEMY	09/30/19	273366	1,575.00-

OVERHEAD DOOR CO OF HBUR				
Sum				2,230.26-
00001 PARISH TRACTOR (HATTIESB 02-94882	00191483 18008618 REPR PTS U#20373 STREET	09/30/19	273367	87.77-
00001 PARISH TRACTOR (HATTIESB 02-96356	00191685 18008628 REPR PTS U#16722 STREET	09/30/19	273367	62.02-
00001 PARISH TRACTOR (HATTIESB 02-96553	00191888 18008629 REPR PTS U#16723 HEALTH	09/30/19	273367	247.26-
00001 PARISH TRACTOR (HATTIESB 02-100387	00192884 18008656 TENT PINS POLICE DEPT	09/30/19	273367	86.50-
00001 PARISH TRACTOR (HATTIESB 02-101179	00193031 18008664 GLASS U#16722 HEALTH DIV	09/30/19	273367	677.72-
00001 PARISH TRACTOR (HATTIESB 02-102314	00193346 18008665 REPR PTS U#15999 STREET	09/30/19	273367	39.59-

PARISH TRACTOR (HATTIESB				
Sum				1,200.86-
00001 PATTERSON AUTO ELECTRIC 80287	00192759 18008394 INSTALL ENGINE U#18203	09/30/19	273370	1,227.90-
00001 PATTERSON AUTO ELECTRIC 80290	00192924 18008395 A/C REPR U#19702 POLICE	09/30/19	273370	1,656.49-
00001 PATTERSON AUTO ELECTRIC 80303	00193122 18008594 REPRS U#18203 POLICE	09/30/19	273370	337.50-
00001 PATTERSON AUTO ELECTRIC 80304	00193257 18008726 REPRS U#18203 POLICE	09/30/19	273370	1,854.68-

PATTERSON AUTO ELECTRIC				
Sum				5,076.57-
00001 PEARL RIVER VALLEY EPA (9/19 GENERAL	00201924 18008697 MNTHLY 9/19 PUBLIC SERVICES	09/30/19	273371	1,321.91-

PEARL RIVER VALLEY EPA (				
Sum				1,321.91-
00001 PHILLIPS CAR CARE CENTER 01616	00191650 18008367 REPRS U#15914 LAND CODE	09/30/19	273373	265.00-

PHILLIPS CAR CARE CENTER				
Sum				265.00-
00001 PILEUM CORPORATION P47089	00192582 18008605 PREPAID BLOCK OF SUPPORT TIME	09/30/19	273374	4,600.00-

PILEUM CORPORATION				
Sum				4,600.00-
00001 PILGRIM DRYWALL & PAINTI 051002	00191943 18008599 PAINT AIRPORT BEACON LIGHT	09/30/19	273375	4,887.96-

PILGRIM DRYWALL & PAINTI				
Sum				4,887.96-
00001 PINE BELT CDJR, INC (MCM 51632	00192791 18008236 REPR PTS POLICE STOCK	09/30/19	273376	324.48-
00001 PINE BELT CDJR, INC (MCM 501662	00191732 18008615 REPRS U#20099 FIRE DEPT	09/30/19	273376	1,604.53-

PINE BELT CDJR, INC (MCM				
Sum				1,929.01-
00001 PINE BELT INDUSTRIAL SUP 4173949-01	00192162 18008619 MOWER BELTS P/W STOCK	09/30/19	273377	121.04-
00001 PINE BELT INDUSTRIAL SUP 4173519-01	00191736 18008623 BELTS P/W SHOP UNIT	09/30/19	273377	27.96-
00001 PINE BELT INDUSTRIAL SUP 4173559-01	00191819 18008624 BELTS P/W SHOP	09/30/19	273377	30.88-
00001 PINE BELT INDUSTRIAL SUP 4173897-01	00192011 18008630 MOWER BELTS STOCK HEALTH DIV	09/30/19	273377	174.96-

PINE BELT INDUSTRIAL SUP				
Sum				354.84-

00001 PINE BELT OIL COMPANY IN POLICE 8/1-8	00192999 18008253	REMOTE SITE FUEL CHARGES	09/30/19	273378	607.22-
00001 PINE BELT OIL COMPANY IN FIRE 8/1-8/3	00192999 18008254	REMOTE SITE FUEL CHARGES	09/30/19	273378	2,120.82-
00001 PINE BELT OIL COMPANY IN 10706351	00193067 18008480	GAS FOR P/W FUEL STATION	09/30/19	273378	13,448.44-
00001 PINE BELT OIL COMPANY IN 10696221	00193067 18008481	DIESEL FOR P/W FUEL STATION	09/30/19	273378	8,564.03-

PINE BELT OIL COMPANY IN					
Sum					
00001 PITNEY BOWES INC-METER R 3309542882	00193273 18008507	MAIL MACH LEASE 7/19-9/19	09/30/19	273380	24,740.51-
					1,206.87-

PITNEY BOWES INC-METER R					
Sum					
00001 POPE & POPE, PA 19033	00193065 18008312	SERVS EMINENT DOMAIN	09/30/19	273382	1,206.87-
00001 POPE & POPE, PA 19042	00193065 18008313	SERVS RUSSELL DEMOTION	09/30/19	273382	600.00-
					4,237.50-

POPE & POPE, PA					
Sum					
00001 POWELL CONSTRUCTION SERV 3026	00190180 18008622	SRVS TRAFFIC SIGNAL ASSESSMNT	09/30/19	273383	4,837.50-
					24,568.00-

POWELL CONSTRUCTION SERV					
Sum					
00001 POWER HOUSE TOOLS & OUTD MKSFQZ8SB	00192995 18008667	REPR PTS U#20713 CEMETERY	09/30/19	273385	24,568.00-
					299.99-

POWER HOUSE TOOLS & OUTD					
Sum					
00001 PROTECTION AGENCY & SECU 1039	02019921 18008634	SECURITY DET DKT 9/30/19	09/30/19	273387	299.99-
00001 PROTECTION AGENCY & SECU 1040	02019921 18008635	SECURITY DET DKT 9/30/19	09/30/19	273387	152.00-
					76.00-

PROTECTION AGENCY & SECU					
Sum					
00001 PSA WORLDWIDE, LLC 26726	00192397 18008314	PROMO ITEMS VICTIM ADVOCATE	09/30/19	273388	228.00-
					638.14-

PSA WORLDWIDE, LLC					
Sum					
00001 PTI MARKETING TECHNOLOGI FPS10038	00193328 18008723	FUSIONPRO SUBSCRIPT 9/19-9/20	09/30/19	273389	638.14-
					1,500.00-

PTI MARKETING TECHNOLOGI					
Sum					
00001 PUCKETT RENTS 726664-0001	00193070 18008404	LEVELING ROD DRAINAGE DEPT	09/30/19	273390	1,500.00-
					117.96-

PUCKETT RENTS					
Sum					
00001 RAYNER, JACK 09172019	00193159 18008417	POLYGRAPH D DANIELS LATERAL	09/30/19	273392	117.96-
					150.00-

RAYNER, JACK					
Sum					
00001 RED BUD SUPPLY INC 162746	00192972 18008712	GATORADE PUBLIC WORKS	09/30/19	273393	150.00-
					383.21-

RED BUD SUPPLY INC					
Sum					
00001 RICOH CORP 32392985	00193307 18008577	COPIER 10/19 LAND CODE	09/30/19	273394	383.21-
00001 RICOH CORP 32394088	00193342 18008604	COPIER 9/15-10/14 HUMAN RES	09/30/19	273394	110.00-
00001 RICOH CORP 1082541464	00191609 18008608	RPLCMNT PRINTERS VARI DEPTS	09/30/19	273394	221.67-
					1,956.00-

00001 RICOH CORP	1082541481	00191609 18008609 RPLCMNT PRINTERS VARI DEPTS	09/30/19	273394	2,082.00-
00001 RICOH CORP	1082541482	00191609 18008610 RPLCMNT PRINTERS VARI DEPTS	09/30/19	273394	800.00-
00001 RICOH CORP	1082541483	00191609 18008611 RPLCMNT PRINTERS VARI DEPTS	09/30/19	273394	978.00-
00001 RICOH CORP	1082541698	00191609 18008612 RPLCMNT PRINTERS VARI DEPTS	09/30/19	273394	2,082.00-
00001 RICOH CORP	32393899	00193365 18008644 COPIER/OVRG 10/19 COURT	09/30/19	273394	287.51-
00001 RICOH CORP	5057444550	00193365 18008645 COPY OVRG 8/19 COURT	09/30/19	273394	20.15-
00001 RICOH CORP	32111543	00193389 18008646 COPIER/OVRG 8/19 COURT	09/30/19	273394	287.51-

RICOH CORP					
Sum					8,824.84-
00001 RJ YOUNG COMPANY	INV3260569	00193074 18008311 COPIER 8/6-9/5 PLANNING	09/30/19	273395	369.00-
00001 RJ YOUNG COMPANY	INV3267003	00193113 18008363 COPIER 8/10-9/9 P/F ACADEMY	09/30/19	273395	198.00-
00001 RJ YOUNG COMPANY	INV3274998	00193219 18008478 COPIER 8/14-9/13 ENGR DEPT	09/30/19	273395	318.00-
00001 RJ YOUNG COMPANY	INV3092336	00193302 18008563 COPIER/OVRG 4/28-5/27 COUNCIL	09/30/19	273395	92.22-
00001 RJ YOUNG COMPANY	INV3193222	00193302 18008564 COPIER/OVRG 6/28-7/27 COUNCIL	09/30/19	273395	98.63-
00001 RJ YOUNG COMPANY	INV3276757	00193326 18008569 COPIER/OVRG 8/16-9/15 MPO DIV	09/30/19	273395	341.81-
00001 RJ YOUNG COMPANY	INV3286831	00193393 18008711 COPIER 8/28-9/27 FIRE DEPT	09/30/19	273395	194.00-
00001 RJ YOUNG COMPANY	INV3280031	00193430 18008740 INK SUPP GIS PLOTTER MPO DIV	09/30/19	273395	1,079.75-

RJ YOUNG COMPANY					
Sum					2,691.41-
00001 RODCO, LLC	1584	00193182 18008448 PLAN REVIEWS 9/19 LAND CODE	09/30/19	273397	750.00-

RODCO, LLC					
Sum					750.00-
00001 S M P D D-COUNCIL ON AGI	11841	00193336 18008589 2019 PRCC TUITION	09/30/19	273401	20,000.00-

S M P D D-COUNCIL ON AGI					
Sum					20,000.00-
00001 SACKS OUTDOOR SUPPLY	1066	00192967 18008389 BDU PANTS POLICE STOCK	09/30/19	273403	2,944.05-

SACKS OUTDOOR SUPPLY					
Sum					2,944.05-
00001 SANFORD, JOHN L JR INC	52162	00193108 18008484 TOPSOIL/ROAD BED TOPPING	09/30/19	273404	2,500.00-

SANFORD, JOHN L JR INC					
Sum					2,500.00-
00001 SANSOM EQUIPMENT CO	59591	00192418 18008244 REPRS U#20091 SANIT	09/30/19	273405	28,032.96-
00001 SANSOM EQUIPMENT CO	59637	00192644 18008343 REPR PTS U#20070 SANIT	09/30/19	273405	40.54-

SANSOM EQUIPMENT CO					
Sum					28,073.50-
00001 SCOTTS HYDRAULIC SERVICE	38674	00193186 18008523 REPRS U#15856 CEMETERY	09/30/19	273407	352.25-

SCOTTS HYDRAULIC SERVICE					
Sum					352.25-
00001 SECURITY EQUIPMENT CORP	297842	00192525 18008428 PEPPER SPRAY P/F ACADEMY	09/30/19	273408	1,069.20-

SECURITY EQUIPMENT CORP					
Sum					1,069.20-

00001 SEMACONNECT INC	INV NWS-1909	00193149	18008422	CHARGERS MAINT 9/19-8/20 ENGR	09/30/19	273409	480.00-

SEMACONNECT INC							
Sum							480.00-
00001 SHELBY BROTHERS FORESTRY	PO#192031	9/	00192031	18008406	MULCH/CLEAR LAND MT OLIVE CEM	09/30/19	273412 4,455.00-

SHELBY BROTHERS FORESTRY							
Sum							4,455.00-
00001 SHOWS DEARMAN & WAITS IN	20953		00193137	18008419	SRV 6/16-7/27 2010 ANNEXTION	09/30/19	273416 2,040.00-
00001 SHOWS DEARMAN & WAITS IN	21001		00193138	18008420	SRV 7/28-8/24 GEN ENG SUPPORT	09/30/19	273416 385.00-

SHOWS DEARMAN & WAITS IN							
Sum							2,425.00-
00001 SIGNS FIRST	H-70148		00192996	18008648	RECREATE CITY SEAL M/ADM	09/30/19	273417 80.00-
00001 SIGNS FIRST	H-70152		00193003	18008649	WHEELCHAIR CHG STA DECALS	09/30/19	273417 41.40-

SIGNS FIRST							
Sum							121.40-
00001 SMITH, JIM SERVICES	89956		00191367	18008272	A/C MINI SPLITS DISPATCH OFFC	09/30/19	273420 5,927.40-
00001 SMITH, JIM SERVICES	89753		00191565	18008273	ICE MAKER POLICE SERV CENTER	09/30/19	273420 515.64-
00001 SMITH, JIM SERVICES	89959		00191565	18008274	REPR WIRING ON RTU	09/30/19	273420 156.35-
00001 SMITH, JIM SERVICES	89949		00193403	18008705	A/C REPR POLICE DEPT	09/30/19	273420 158.00-
00001 SMITH, JIM SERVICES	89992		00193403	18008706	A/C REPR POLICE DEPT	09/30/19	273420 971.64-

SMITH, JIM SERVICES							
Sum							7,729.03-
00001 SOUNDOFF SIGNAL	6548		00191834	18008357	100 WATT REMOTE SIRENS	09/30/19	273421 855.00-

SOUNDOFF SIGNAL							
Sum							855.00-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT3 9/1/	02019906	18008533	POLICE FINES COLL.FEE		09/30/19	273424 133.88-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT 8/16-	02019907	18008534	POLICE FINES COLL.FEE		09/30/19	273424 20.00-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 9/1/	02019908	18008535	POLICE FINES COLL.FEE		09/30/19	273424 27.14-

SOUTHERN FINANCIAL SYSTE							
Sum							181.02-
00001 SOUTHERN PINE ELECTRIC P	9/19 GENERAL	00201922	18008561	MNTHLY 9/19 PUBLIC SERVICES		09/30/19	273425 108.97-

SOUTHERN PINE ELECTRIC P							
Sum							108.97-
00001 SOUTHERN TIRE MART LLC (	2520016470		00190866	18008392	TIRES U#15647 POLICE	09/30/19	273427 2,234.78-
00001 SOUTHERN TIRE MART LLC (	2520013274		00191297	18008396	TIRES U#20255 P/F ACADEMY	09/30/19	273427 486.68-
00001 SOUTHERN TIRE MART LLC (	2520015932		00192743	18008405	TIRES U#19887 TRAILER SANIT	09/30/19	273427 531.98-
00001 SOUTHERN TIRE MART LLC (	2520017504		00193287	18008616	REPRS U#14683 LAND CODE	09/30/19	273427 602.17-

SOUTHERN TIRE MART LLC (							
Sum							3,855.61-

00001	SOUTHGROUP (HATTIESBURG	HATTIES-02	1	00193301	18008570	PRIMARY PROPERTY 1410 W PINE	09/30/19	273428	1,512.23-
00001	SOUTHGROUP (HATTIESBURG	HATTIES-02	1	00193301	18008571	EXCESS PROPERTY 1410 W PINE	09/30/19	273428	412.00-
00001	SOUTHGROUP (HATTIESBURG	HATTIES-02	1	00193301	18008572	WIND DEDUCTIBLE 1410 W PINE	09/30/19	273428	81.51-
00001	SOUTHGROUP (HATTIESBURG	HATTIES-02	1	00193301	18008573	BOILER/MACHINERY 1410 W PINE	09/30/19	273428	87.00-
00001	SOUTHGROUP (HATTIESBURG	HATTIES-02	1	00193300	18008574	BOND RNWL PARKER 11/19-11/20	09/30/19	273428	175.00-

SOUTHGROUP (HATTIESBURG									
Sum									2,267.74-
00001	SPEEDY MASONRY	2866		00192454	18008694	REPR EXPANSION JOINTS T DEPOT	09/30/19	273429	4,100.00-

SPEEDY MASONRY									
Sum									4,100.00-
00001	SPEEDY PRINTING & SIGNS	27023		00192410	18008370	STREET MARKERS TRAFFIC DEPT	09/30/19	273430	400.00-
00001	SPEEDY PRINTING & SIGNS	27085		00192908	18008371	STREET MARKER TRAFFIC DEPT	09/30/19	273430	32.00-
00001	SPEEDY PRINTING & SIGNS	27122		00193188	18008483	STREET MARKERS TRAFFIC DEPT	09/30/19	273430	128.00-
00001	SPEEDY PRINTING & SIGNS	27138		00193333	18008727	STREET MARKERS TRAFFIC DEPT	09/30/19	273430	48.00-
00001	SPEEDY PRINTING & SIGNS	27152		00193408	18008728	STREET MARKERS TRAFFIC DEPT	09/30/19	273430	136.00-

SPEEDY PRINTING & SIGNS									
Sum									744.00-
00001	SPIRE ENERGY	9/19	GENERAL	00201924	18008633	MNTHLY GAS-GENERAL	09/30/19	273431	752.51-

SPIRE ENERGY									
Sum									752.51-
00001	STANDARD OFFICE SUPPLY C	07426		00192675	18008264	CALCULATOR RIBBONS ACCTG DEPT	09/30/19	273432	20.60-
00001	STANDARD OFFICE SUPPLY C	07427		00192677	18008265	OFFICE SUPP PURCHASING DEPT	09/30/19	273432	55.96-
00001	STANDARD OFFICE SUPPLY C	07157		00192161	18008430	OFFICE SUPP ENGR DEPT	09/30/19	273432	103.59-

STANDARD OFFICE SUPPLY C									
Sum									180.15-
00001	STAPLES	3421979105		00191981	18008290	OFFICE SUPP LAND CODE	09/30/19	273433	72.42-
00001	STAPLES	3424852730		00191981	18008291	OFFICE SUPP LAND CODE	09/30/19	273433	23.59-
00001	STAPLES	3424036303		00191981	18008292	CREDIT INV#3422633185	09/30/19	273433	5.19
00001	STAPLES	3425432087		00193168	18008540	OFFICE SUPP/PAPER PLANN/U DEV	09/30/19	273433	208.69-
00001	STAPLES	3425432088		00193168	18008541	OFFICE SUPP PLANN/U DEV	09/30/19	273433	9.63-
00001	STAPLES	3425524996		00193180	18008548	OFFICE SUPP/PAPER LAND CODE	09/30/19	273433	277.07-
00001	STAPLES	3425524997		00193180	18008549	OFFICE SUPP LAND CODE	09/30/19	273433	44.69-

STAPLES									
Sum									630.90-
00001	STATE FIRE ACADEMY	27673		00193016	18008257	FIRE RECRUIT CERTIF (11)	09/30/19	273434	5,500.00-
00001	STATE FIRE ACADEMY	27709	CLARK	00193056	18008316	REG CLARK RESCUE SURVIVAL CLS	09/30/19	273434	365.00-

STATE FIRE ACADEMY									
Sum									5,865.00-
00001	STRICKLAND FURNITURE INC	4928		00191898	18008364	FURNITURE #6 FIRE STA	09/30/19	273435	1,598.00-

STRICKLAND FURNITURE INC									
Sum									1,598.00-

00001 TRAN, NINA (REFUND)	RESTITUTION	02019895 18008454	RESTITUTIION PYMT	09/30/19	273446	61.03-

TRAN, NINA (REFUND)						
Sum						61.03-
00001 TRUCKWORX-JACKSON	05JA13395	00186594 18008732	KNUCKLEBOOM U#21387 SANIT	09/30/19	273449	148,950.00-

TRUCKWORX-JACKSON						
Sum						148,950.00-
00001 TWIN FORKS RISING CDC	2018-776	00193359 18008602	MOBILE STREET FESTIVAL	09/25/19	113917	8,000.00-

TWIN FORKS RISING CDC						
Sum						8,000.00-
00001 TYLER TECHNOLOGIES INC	025-271075	00182839 18008560	ENERGOV UPGRADE URBAN DEV	09/30/19	273450	7,801.23-

TYLER TECHNOLOGIES INC						
Sum						7,801.23-
00001 UNDERWOOD OUTDOOR POWER, 73369		00190939 18008366	CHAINSAW REPR #1 FIRE STA	09/30/19	273452	121.66-

UNDERWOOD OUTDOOR POWER,						
Sum						121.66-
00001 UNIFORM SURPLUS OF AMERI 1064		00192869 18008237	UNIFORM ITEMS POLICE STOCK	09/30/19	273453	4,232.00-

UNIFORM SURPLUS OF AMERI						
Sum						4,232.00-
00001 UNITED FENCE COMPANY	00019890	00192562 18008303	FENCING FORD BLDG/CONSTR DEPT	09/30/19	273454	858.19-

UNITED FENCE COMPANY						
Sum						858.19-
00001 UNITED PARCEL SERVICE IN 00008E1Y1538		00193418 18008707	SHIP FEES POLICE DEPT	09/30/19	273455	19.82-

UNITED PARCEL SERVICE IN						
Sum						19.82-
00001 UNIVERSITY TIRE & SERVIC 551253		00192879 18008245	TIRES U#17018 HEALTH	09/30/19	273456	250.14-
00001 UNIVERSITY TIRE & SERVIC 551449		00192912 18008340	TIRES U#13175 STREET	09/30/19	273456	402.80-
00001 UNIVERSITY TIRE & SERVIC 551207		00192783 18008372	TIRE U#15921 TRAFFIC DEPT	09/30/19	273456	127.56-

UNIVERSITY TIRE & SERVIC						
Sum						780.50-
00001 USM/CAREER PLANNING & PL REG 2019 FAL		00193002 18008256	BOOTH 2019 FALL CAREER EXPO	09/30/19	273457	375.00-

USM/CAREER PLANNING & PL						
Sum						375.00-
00001 UZODINMA, II, JOHN EZE	2019091101	00193197 18008472	VIOLINIST 9/11 CEREMONY 2019	09/30/19	273458	150.00-

UZODINMA, II, JOHN EZE						
Sum						150.00-
00001 W GEOTECHNICAL AND TESTI 3866		00193218 18008479	SRVS PUB SAFETY COMPLX TESTS	09/30/19	273462	3,512.50-

W GEOTECHNICAL AND TESTI						
Sum						3,512.50-

00001	WAL-MART STORES INC	003845	00193034	18008537	BEVERAGES TWIN FORKS LUNCHEON	09/30/19	273463	24.18-
00001	WAL-MART STORES INC	009795	00192596	18008539	OFFICE SUPP LOSS CONTROL	09/30/19	273463	98.46-
00001	WAL-MART STORES INC	000884	00192871	18008547	MICROWAVE #1 FIRE STA	09/30/19	273463	119.00-
00001	WAL-MART STORES INC	000462	00190495	18008559	REFRSHMNTS FIRE GRAD 6/20/19	09/30/19	273463	122.93-

WAL-MART STORES INC								
Sum								
00001	WALKER ASSOCIATES	10290	00193139	18008421	SURVEY #9 FIRE PEP'S POINT RD	09/30/19	273465	364.57-

WALKER ASSOCIATES								
Sum								
00001	WARING OIL CO (GULFPORT)	071796275 (A)	00192576	18008294	OIL FOR TRACTORS P/W	09/30/19	273466	525.00-
00001	WARING OIL CO (GULFPORT)	071796275 (B)	00192589	18008295	ADDL AMT DUE PO#192576	09/30/19	273466	415.25-
00001	WARING OIL CO (GULFPORT)	001796275	00192576	18008308	OIL FOR P/W TRACTORS	09/30/19	273466	83.75-
00001	WARING OIL CO (GULFPORT)	081796275	00192576	18008309	CREDIT	09/30/19	273466	425.13-

WARING OIL CO (GULFPORT)								
Sum								
00001	WARREN PAVING INC	23034	00190963	18008293	LIMESTONE PUBLIC WORKS	09/30/19	273470	499.00-
00001	WARREN PAVING INC	192481.1	00192481	18008377	PAVE GOLF COURSE RD	09/30/19	273470	3,699.69-
00001	WARREN PAVING INC	187532.1	00187532	18008487	PAVE ATLANTA STREET	09/30/19	273470	69,456.29-
00001	WARREN PAVING INC	23439	00190790	18008526	HOT ASPHALT VARI LOC	09/30/19	273470	55,931.50-
00001	WARREN PAVING INC	23026	00190790	18008527	HOT ASPHALT VARI LOC	09/30/19	273470	65.54-
00001	WARREN PAVING INC	23747	00190790	18008528	HOT ASPHALT VARI LOC	09/30/19	273470	82.08-
00001	WARREN PAVING INC	23188	00190790	18008529	HOT ASPHALT VARI LOC	09/30/19	273470	312.38-
00001	WARREN PAVING INC	24072	00190790	18008530	HOT ASPHALT VARI LOC	09/30/19	273470	363.83-
00001	WARREN PAVING INC	23253	00190790	18008531	HOT ASPHALT VARI LOC	09/30/19	273470	181.92-
00001	WARREN PAVING INC	23235	00190790	18008532	HOT ASPHALT VARI LOC	09/30/19	273470	310.54-
00001	WARREN PAVING INC	24817	00192415	18008669	HOT ASPHALT VARI LOC	09/30/19	273470	169.67-
00001	WARREN PAVING INC	24848	00192415	18008670	HOT ASPHALT VARI LOC	09/30/19	273470	72.28-
00001	WARREN PAVING INC	24911	00192415	18008671	HOT ASPHALT VARI LOC	09/30/19	273470	253.58-
00001	WARREN PAVING INC	25113	00192415	18008672	HOT ASPHALT VARI LOC	09/30/19	273470	101.68-
00001	WARREN PAVING INC	25119	00192415	18008673	HOT ASPHALT VARI LOC	09/30/19	273470	200.29-
00001	WARREN PAVING INC	25172	00192415	18008674	HOT ASPHALT VARI LOC	09/30/19	273470	306.26-
00001	WARREN PAVING INC	25236	00192415	18008675	HOT ASPHALT VARI LOC	09/30/19	273470	465.51-
00001	WARREN PAVING INC	25255	00192415	18008676	HOT ASPHALT VARI LOC	09/30/19	273470	211.31-
00001	WARREN PAVING INC	25341	00192415	18008677	HOT ASPHALT VARI LOC	09/30/19	273470	86.98-
00001	WARREN PAVING INC	25352	00192415	18008678	HOT ASPHALT VARI LOC	09/30/19	273470	252.35-
00001	WARREN PAVING INC	25373	00192415	18008679	HOT ASPHALT VARI LOC	09/30/19	273470	551.26-
00001	WARREN PAVING INC	25476	00192415	18008680	HOT ASPHALT VARI LOC	09/30/19	273470	237.04-
00001	WARREN PAVING INC	25575	00192415	18008681	HOT ASPHALT VARI LOC	09/30/19	273470	289.72-
00001	WARREN PAVING INC	25579	00192415	18008682	HOT ASPHALT VARI LOC	09/30/19	273470	690.90-
00001	WARREN PAVING INC	25684	00192415	18008683	HOT ASPHALT VARI LOC	09/30/19	273470	306.25-
00001	WARREN PAVING INC	187541.1	00187541	18008684	PAVING EAST PINE STREET	09/30/19	273470	245.61-
00001	WARREN PAVING INC	190583.1	00190583	18008685	STRIPE W 5TH STREET	09/30/19	273470	77,782.58-
00001	WARREN PAVING INC	190584.1	00190584	18008686	STRIPE MIDWAY AVE	09/30/19	273470	199.70-
00001	WARREN PAVING INC	190585.1	00190585	18008687	STRIPE MOHAWK ST	09/30/19	273470	119.80-
00001	WARREN PAVING INC	190587.1	00190587	18008688	STRIPE S 17TH AVE	09/30/19	273470	406.80-
00001	WARREN PAVING INC	190588.1	00190588	18008689	STRIPE CONCAR	09/30/19	273470	2,239.20-
00001	WARREN PAVING INC	190590.1	00190590	18008690	STRIPE BRADY RD	09/30/19	273470	3,362.00-
00001	WARREN PAVING INC	190591.1	00190591	18008691	STRIPE ELNORA KNIGHT	09/30/19	273470	4,459.40-
00001	WARREN PAVING INC	190592.1	00190592	18008692	STRIPE REGISTRAR ST	09/30/19	273470	239.60-

00001	WARREN PAVING INC	188821.1	00188821	18008693	PAVING HIGHLAND CEMETERY	09/30/19	273470	46,201.46-
00001	WARREN PAVING INC	190579.1	00190579	18008695	PAVING GOLF COURSE RD	09/30/19	273470	10,965.00-
00001	WARREN PAVING INC	190581.1	00190581	18008696	STRIPE S 17TH AVE	09/30/19	273470	5,100.00-
00001	WARREN PAVING INC	192481.2	00193394	18008714	PAVING GOLF COURSE ROAD	09/30/19	273470	50,575.40-
00001	WARREN PAVING INC	25712	00192415	18008720	HOT ASPHALT VARI LOC	09/30/19	273470	233.37-

WARREN PAVING INC								
Sum								
00001	WARRIOR TIRE & SERVICE	037756	00193005	18008400	BRAKE DIAGNOSIS U#19115 LDC	09/30/19	273471	336,928.37-
00001	WARRIOR TIRE & SERVICE	037759	00193005	18008401	TIRES U#19115 LAND CODE	09/30/19	273471	47.84-
00001	WARRIOR TIRE & SERVICE	037760	00193005	18008402	OIL CHG/WIPERS U#19115 LDC	09/30/19	273471	499.72-
00001	WARRIOR TIRE & SERVICE	038173	00193171	18008752	BRAKE REPR U#19115 LAND CODE	09/30/19	273471	60.22-

WARRIOR TIRE & SERVICE								
Sum								
00001	WASTE MANAGEMENT OF SOUT	0011708-2526	00193071	18008329	RUBBISH DISPOSAL 8/21-30 SANI	09/30/19	273472	1,065.80-

WASTE MANAGEMENT OF SOUT								
Sum								
00001	WATCH GUARD VIDEO	ADVREP168625	00190382	18008271	VISTA CAMERAS POLICE	09/30/19	273473	818.62-

WATCH GUARD VIDEO								
Sum								
00001	WATERS INTERNATIONAL TRU	08P877983	00192965	18008307	REPR PTS U#16010 CEMETERY	09/30/19	273474	4,530.00-
00001	WATERS INTERNATIONAL TRU	08P875195	00191342	18008326	REPR PTS U#14406 SANIT	09/30/19	273474	31.72-
00001	WATERS INTERNATIONAL TRU	08P878228	00191342	18008331	CREDIT INV#08P878227	09/30/19	273474	110.95-
00001	WATERS INTERNATIONAL TRU	08P878230	00193099	18008434	REPR PTS U#15893 SANIT	09/30/19	273474	64.68-
00001	WATERS INTERNATIONAL TRU	08P877981	00192964	18008435	REPR PTS U#14408 SANIT	09/30/19	273474	64.68-
00001	WATERS INTERNATIONAL TRU	08P878413	00193166	18008470	REPR PTS U#16010 CEMETERY	09/30/19	273474	487.04-

WATERS INTERNATIONAL TRU								
Sum								
00001	WHEELER'S JANITORIAL SUP	0404562	00192913	18008337	TRASH BAGS PUBLIC WORKS	09/30/19	273475	715.78-
00001	WHEELER'S JANITORIAL SUP	0404587	00192693	18008458	JANIT SUPP TRAIN DEPOT/C CTRS	09/30/19	273475	98.00-

WHEELER'S JANITORIAL SUP								
Sum								
00001	WILLIAMS & ASSOCIATES, P	W1703-01	00193115	18008352	DAMAGE ANALYSIS #2 FIRE STA	09/30/19	273476	616.85-

WILLIAMS & ASSOCIATES, P								
Sum								
00001	WINTERGREEN CORPORATION	4299425	00193119	18008384	CHRISTMAS LIGHTS CONSTR DEPT	09/30/19	273477	19,720.00-

WINTERGREEN CORPORATION								
Sum								
00001	9-HUB CITY CONSTRUCTION	1759	00191370	18008601	PAINTING CITY HALL 2ND FLOOR	09/30/19	273480	13.20-

9-HUB CITY CONSTRUCTION								
Sum								
00001	98 WASTE LLC	2219	00193264	18008520	RUBBISH DISPOSAL 9/3-18/19	09/30/19	273481	3,500.00-
00001	98 WASTE LLC	2221	00193267	18008521	RUBBISH DISPOSAL 9/3-18/19	09/30/19	273481	18,200.00-
00001	98 WASTE LLC	2220	00193267	18008522	RUBBISH DISPOSAL 9/3-16/19	09/30/19	273481	2,520.00-

98 WASTE LLC								
Sum								
00001	98 WASTE LLC	2220	00193267	18008522	RUBBISH DISPOSAL 9/3-16/19	09/30/19	273481	1,687.00-

98 WASTE LLC
Sum

Sum

22,407.00-

2,857,830.23-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 09/30/19

PERIOD ENDING SEPTEMBER 30, 2019

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS & RECREATION FUND							
00002 A & R FARM AND GARDEN	319408	00192655	18002194	HAND TOOLS GRNDS MAINT	09/30/19	273156	915.80-
00002 A & R FARM AND GARDEN	319440	00192703	18002208	LOCKS GRNDS MAINT	09/30/19	273156	171.00-
00002 A & R FARM AND GARDEN	319291	00193072	18002221	CHEMICALS GRNDS MAINT	09/30/19	273156	360.00-
00002 A & R FARM AND GARDEN	319290	00193093	18002222	WATER HOSES GRNDS MAINT	09/30/19	273156	150.00-

A & R FARM AND GARDEN							1,596.80-
Sum							
00002 ADAMS NURSERY	288009	00192976	18002198	PINE STRAW GRNDS MAINT	09/30/19	273159	130.00-

ADAMS NURSERY							130.00-
Sum							
00002 AGRI-AFC LLC	5618169	00192659	18002197	FERTILIZER TATUM SOCCER FLDS	09/30/19	273162	4,122.56-

AGRI-AFC LLC							4,122.56-
Sum							
00002 ALLBRITTON CHAIN SAW & L	66455	00193038	18002215	WEEDEATER STRAPS GRNDS MAINT	09/30/19	273165	89.70-

ALLBRITTON CHAIN SAW & L							89.70-
Sum							
00002 AMERICAN AIR SPECIALISTS	100946	00193191	18002236	WTR LEAK REPR TATUM BASEBALL	09/30/19	273168	802.84-

AMERICAN AIR SPECIALISTS							802.84-
Sum							
00002 AMERICAN APPLIANCE & SUP	PO#192715 9/	00192715	18002199	ICE MACH REPR PTS DAHMER PK	09/30/19	273169	347.59-

AMERICAN APPLIANCE & SUP							347.59-
Sum							
00002 ANOINTED HANDS SERVICES,	6261	00193024	18002195	SERVS 9/19 REC MAINT	09/30/19	273170	310.00-

ANOINTED HANDS SERVICES,							310.00-
Sum							
00002 AT&T MOBILITY	287273578351	00193249	18002250	WIRELESS SRV 8/19 REC ADM	09/30/19	273179	407.47-

AT&T MOBILITY							407.47-
Sum							
00002 BRACKMAN MOWER WAREHOUSE	49344	00193041	18002205	WEEDEATER PTS/SUPP GRNDS MNT	09/30/19	273194	450.00-
00002 BRACKMAN MOWER WAREHOUSE	49348	00193073	18002227	WEEDEATER SUPP GRNDS MAINT	09/30/19	273194	340.00-
00002 BRACKMAN MOWER WAREHOUSE	49448	00193192	18002238	REPR PTS U#19464 MOWER	09/30/19	273194	95.00-
00002 BRACKMAN MOWER WAREHOUSE	49451	00193194	18002239	REPR PTS U#18867 MOWER	09/30/19	273194	66.85-

BRACKMAN MOWER WAREHOUSE							951.85-
Sum							

00002	CARQUEST	AUTO	PARTS	STOR	14758-130036	00193040	18002206	LUBRICANTS	GRNDS	MAINT	UNITS	09/30/19	273205	181.92-	
00002	CARQUEST	AUTO	PARTS	STOR	14758-129523	00192771	18002211	REPR	PTS	U#18561	TRUCK	09/30/19	273205	19.32-	
00002	CARQUEST	AUTO	PARTS	STOR	14758-129131	00192558	18002224	REPR	PTS	U#8937	TRUCK	09/30/19	273205	49.94-	
00002	CARQUEST	AUTO	PARTS	STOR	14758-130612	00193382	18002274	REPR	PTS	U#18559	TRUCK	09/30/19	273205	216.79-	

CARQUEST AUTO PARTS STOR															
Sum															
00002	CERTIFIED	SPORTS	TURF	SE	1235	00193165	18002218	FIELD	MAINT	TATUM	BASEBALL	09/30/19	273209	467.97-	

CERTIFIED SPORTS TURF SE															
Sum															
00002	CITY OF	HATTIESBURG	FUND	TRF	2ND 9/19	02019913	18002251	TRF	2ND 9/19	PAYROLL		09/24/19	312496	1,929.17-	

CITY OF HATTIESBURG FUND															
Sum															
00002	CLEMTS	HARDWARE			123978	00193039	18002228	TIE	DOWN	STRAPS	GRNDS	MAINT	09/30/19	273216	63,159.74-

CLEMTS HARDWARE															
Sum															
00002	CONNER,	TOBARRA			OFFICIAL 9/1	02019897	18002249	OFFICIAL-SOFTBALL/KICKBALL				09/30/19	273223	161.94-	

CONNER, TOBARRA															
Sum															
00002	DOLEAC	ELECTRIC	CO	INC	H22648	00193203	18002235	REPR	FLD	LIGHTS	JAYCEE	PARK	09/30/19	273238	45.00-

DOLEAC ELECTRIC CO INC															
Sum															
00002	ECONOMY	SUPPLY	CO		019784	00193025	18002202	RPLCMNT	LOCKS	ALL	PARKS	09/30/19	273239	1,309.12-	
00002	ECONOMY	SUPPLY	CO		020274	00193128	18002234	CONCRETE	MIX	EASTSIDE	PARK	09/30/19	273239	261.95-	
00002	ECONOMY	SUPPLY	CO		020335	00193208	18002252	QUIKRETE	EASTSIDE	PARK		09/30/19	273239	67.50-	

ECONOMY SUPPLY CO															
Sum															
00002	ELKINS	WHOLESALE	INC		393523-00	00193036	18002204	JANIT	SUPP	GRNDS	MAINT	09/30/19	273242	118.50-	
00002	ELKINS	WHOLESALE	INC		393908-00	00193143	18002233	TRASH	BAGS	GRNDS	MAINT	09/30/19	273242	261.95-	

ELKINS WHOLESALE INC															
Sum															
00002	ESTERS,	WILLARD	(BUTCH)		OFFICIAL 9/1	02019897	18002243	OFFICIAL-SOFTBALL/KICKBALL				09/30/19	273248	1,092.84-	

ESTERS, WILLARD (BUTCH)															
Sum															
00002	FUELMAN	OF	MS		BG127044 NP5	00193129	18002217	FUEL	MCLEMORE	8/20	U#21153	09/30/19	273272	323.36-	

FUELMAN OF MS															
Sum															
00002	GOLDEN,	NICHOLAS	D		OFFICIAL 9/1	02019897	18002245	OFFICIAL-SOFTBALL/KICKBALL				09/30/19	273277	21.24-	

GOLDEN, NICHOLAS D															
Sum															
140.00-															

00002 GRAY, NAKIRRI D	SPORTS SERVS 02019924 18002265	SPORTS SUPPORT SERVICES	09/30/19	273280	68.00-

GRAY, NAKIRRI D					68.00-
Sum					10,726.75-
00002 GREATER SOUTHEAST CONSTR	PAY EST 5/FI 00193164 18002216	FINAL PYMT SULLIVAN PARK PAVIL	09/18/19	312487	-----
GREATER SOUTHEAST CONSTR					10,726.75-
Sum					120.00-
00002 GUTHRIE, JONI S	PKS/REC PROG 02019923 18002256	PKS/REC PROGRAMS	09/30/19	273285	-----
GUTHRIE, JONI S					120.00-
Sum					70.00-
00002 HAVARD PEST CONTROL INC	1494238 02019888 18002269	QTRLY SRV SAN ANTONIO FLD	09/30/19	273290	120.00-
00002 HAVARD PEST CONTROL INC	1497595 00191810 18002272	RODENT STATIONS TATUM TENNIS	09/30/19	273290	-----
HAVARD PEST CONTROL INC					190.00-
Sum					140.00-
00002 JACKSON, TINA	OFFICIAL 9/1 02019897 18002242	OFFICIAL-SOFTBALL/KICKBALL	09/30/19	273305	-----
JACKSON, TINA					140.00-
Sum					56.00-
00002 KETTLEY, ANNETTE	SPORTS SERVS 02019924 18002262	SPORTS SUPPORT SERVICES	09/30/19	273315	-----
KETTLEY, ANNETTE					56.00-
Sum					24.00-
00002 MARTIN, MAGDALINE	PKS/REC PROG 02019923 18002259	PKS/REC PROGRAMS	09/30/19	273332	-----
MARTIN, MAGDALINE					24.00-
Sum					116.88-
00002 MCELHANEY PLUMBING INC	281143 00193079 18002209	PLUMB SUPP TATUM SOC RESTROOM	09/30/19	273335	12.89-
00002 MCELHANEY PLUMBING INC	281230 00193190 18002237	PLUMB SUPP JAYCEE PARK	09/30/19	273335	-----
MCELHANEY PLUMBING INC					129.77-
Sum					569.34-
00002 MISSISSIPPI AG COMPANY,	W76924 00192662 18002201	REPRS U#17581 GATOR	09/30/19	273340	-----
MISSISSIPPI AG COMPANY,					569.34-
Sum					13,990.13-
00002 MS POWER COMPANY	9/19 PKS/REC 00201924 18002254	MNTHLY ELEC-PARKS & REC	09/30/19	273350	-----
MS POWER COMPANY					13,990.13-
Sum					53.90-
00002 NASCO EDUCATION	550408 00193018 18002276	SENIOR FAIR SUPP REC ADM	09/30/19	273357	70.05-
00002 NASCO EDUCATION	553779 00193018 18002277	SENIOR FAIR SUPP REC ADM	09/30/19	273357	-----
NASCO EDUCATION					123.95-
Sum					771.60-
00002 NEWELL PAPER COMPANY	4064594 00193035 18002203	WASP SPRAY/SUPP GRNDS MAINT	09/30/19	273359	-----
NEWELL PAPER COMPANY					771.60-
Sum					

00002 OFFICE DEPOT INC	2342772822	00193080 18002275 OFFICE SUPP TATUM REC OFFICE	09/30/19	273363	243.48-

OFFICE DEPOT INC					
Sum					243.48-
00002 PARKER, SEKYRRIN L	SPORTS SERVS 02019924	18002266 SPORTS SUPPORT SERVICES	09/30/19	273368	68.00-

PARKER, SEKYRRIN L					
Sum					68.00-
00002 PHILLIPS BARK PROCESSING 134500	00193055 18002207	HARDWOOD MULCH GRNDS MAINT	09/30/19	273372	1,435.00-

PHILLIPS BARK PROCESSING					
Sum					1,435.00-
00002 PINE BELT CDJR, INC (MCM 500837	00190636 18002212	REPRS U#13130 TRUCK	09/30/19	273376	7,347.42-
00002 PINE BELT CDJR, INC (MCM 501928	00192034 18002213	PROGRAM KEY U#21327 TRUCK	09/30/19	273376	84.68-

PINE BELT CDJR, INC (MCM					
Sum					7,432.10-
00002 PINE BELT PORTABLE TOILE 00001000D194	00185935 18002219	PORTALETs/HAND WASH STA	09/30/19	273379	1,505.00-
00002 PINE BELT PORTABLE TOILE 00001000D197	00185935 18002220	PORTALETs/HAND WASH STA	09/30/19	273379	1,135.00-

PINE BELT PORTABLE TOILE					
Sum					2,640.00-
00002 PLAY IT AGAIN SPORTS	INV-000192	00191809 18002240 FOOTBALL JERSEYS 2019	09/30/19	273381	10,950.00-

PLAY IT AGAIN SPORTS					
Sum					10,950.00-
00002 POWELL, RANDY	OFFICIAL 9/1 02019897	18002248 OFFICIAL-SOFTBALL/KICKBALL	09/30/19	273384	45.00-
00002 POWELL, RANDY	SPORTS SERVS 02019924	18002260 SPORTS SUPPORT SERVICES	09/30/19	273384	8.00-
00002 POWELL, RANDY	SPORTS SERVS 02019924	18002263 SPORTS SUPPORT SERVICES	09/30/19	273384	56.00-
00002 POWELL, RANDY	SPORTS SERVS 02019924	18002267 SPORTS SUPPORT SERVICES	09/30/19	273384	56.00-

POWELL, RANDY					
Sum					165.00-
00002 RYAN MOTORS INC	217882	00193037 18002214 REPR PTS U#14127 TRUCK	09/30/19	273400	107.46-

RYAN MOTORS INC					
Sum					107.46-
00002 SCOTT, KYLER D	SPORTS SERVS 02019925	18002270 SPORTS SUPPORT SERVICES	09/30/19	273406	68.00-

SCOTT, KYLER D					
Sum					68.00-
00002 SHABAZZ, AMATULLAH	PKS/REC PROG 02019923	18002258 PKS/REC PROGRAMS	09/30/19	273411	24.00-

SHABAZZ, AMATULLAH					
Sum					24.00-
00002 SHERWIN-WILLIAMS COMPANY 1420-8	00192760 18002210	PAINT SUPP GRNDS MAINT	09/30/19	273413	15.55-
00002 SHERWIN-WILLIAMS COMPANY 8230-2	00193092 18002223	FIELD PAINT TATUM SOCCER	09/30/19	273413	719.60-
00002 SHERWIN-WILLIAMS COMPANY 1824-1	00193384 18002273	PAINT EASTSIDE PK VANDALISM	09/30/19	273413	71.13-

SHERWIN-WILLIAMS COMPANY					
Sum					806.28-

00002 SMITH, CARLTON L	OFFICIAL 9/1 02019897 18002244 OFFICIAL-SOFTBALL/KICKBALL	09/30/19	273418	60.00-

SMITH, CARLTON L				60.00-
Sum				60.00-
00002 SOUTH, CASSIUS	SPORTS SERVS 02019924 18002268 SPORTS SUPPORT SERVICES	09/30/19	273422	68.00-

SOUTH, CASSIUS				68.00-
Sum				68.00-
00002 SOUTHERN TIRE MART LLC (2520013549	00191782 18002225 TIRES/BRAKE REPR U#11212	09/30/19	273427	1,067.03-
00002 SOUTHERN TIRE MART LLC (2520014658	00192246 18002226 TIRE U#11213 TRUCK	09/30/19	273427	123.56-
00002 SOUTHERN TIRE MART LLC (2520013567	00192308 18002229 REPRS U#18558 MOWER	09/30/19	273427	80.00-
00002 SOUTHERN TIRE MART LLC (2520015274	00192473 18002230 TIRE U#18561 TRAILER	09/30/19	273427	77.50-
00002 SOUTHERN TIRE MART LLC (2520014973	00192306 18002231 FLAT REPR U#18867 MOWER	09/30/19	273427	19.95-
00002 SOUTHERN TIRE MART LLC (2520014399	00192307 18002232 FLAT REPR U#21328 TRAILER	09/30/19	273427	19.95-

SOUTHERN TIRE MART LLC (				1,387.99-
Sum				45.87-
00002 SPIRE ENERGY	9/19 PKS/REC 00201924 18002255 MNTHLY GAS-PARKS & REC	09/30/19	273431	45.87-

SPIRE ENERGY				45.87-
Sum				45.87-
00002 T L CONSTRUCTION	PO#193069 9/ 00193069 18002253 FENCE TWIN FORKS RISING OFFC	09/30/19	273436	9,000.00-

T L CONSTRUCTION				9,000.00-
Sum				9,000.00-
00002 TERRELL, WINSTON	OFFICIAL 9/1 02019897 18002241 OFFICIAL-SOTBALL/KICKBALL	09/30/19	273442	84.00-
00002 TERRELL, WINSTON	SPORTS SERVS 02019924 18002261 SPORTS SUPPORT SERVICES	09/30/19	273442	24.00-

TERRELL, WINSTON				108.00-
Sum				68.00-
00002 THOMPSON, WALTON K	SPORTS SERVS 02019925 18002271 SPORTS SUPPORT SERVICES	09/30/19	273444	68.00-

THOMPSON, WALTON K				68.00-
Sum				68.00-
00002 TROTTER, COREY	OFFICIAL 9/1 02019897 18002246 OFFICIAL-SOFTBALL/KICKBALL	09/30/19	273447	120.00-

TROTTER, COREY				120.00-
Sum				120.00-
00002 TROTTER, WILLIE	OFFICIAL 9/1 02019897 18002247 OFFICIAL-SOFTBALL/KICKBALL	09/30/19	273448	120.00-

TROTTER, WILLIE				120.00-
Sum				120.00-
00002 UNIVERSITY TIRE & SERVIC 551072	00192663 18002200 ALIGNMENT U#8937 TRUCK	09/30/19	273456	69.99-

UNIVERSITY TIRE & SERVIC				69.99-
Sum				69.99-
00002 VARNADO, ALEXANDRIA	SPORTS SERVS 02019924 18002264 SPORTS SUPPORT SERVICES	09/30/19	273460	48.00-

VARNADO, ALEXANDRIA				48.00-
Sum				48.00-
00002 WALCK, SUSAN A	PKS/REC PROG 02019923 18002257 PKS/REC PROGRAMS	09/30/19	273464	80.00-

WALCK, SUSAN A
Sum

80.00-

140,001.85-

Sum

00009 BODY TECH INC	6449	00193410 18002184 TOWING U#14712 SEWER	09/30/19	273191	135.00-

BODY TECH INC					
Sum					135.00-
00009 BONNER ANALYTICAL TESTIN	69702	00193027 18002089 NPDES MONITORING 8/19 LAGOONS	09/30/19	273192	1,858.71-

BONNER ANALYTICAL TESTIN					
Sum					1,858.71-
00009 CARQUEST AUTO PARTS STOR	14758-129892	00192993 18002092 REPR PTS U#18564 TRANS	09/30/19	273205	35.32-
00009 CARQUEST AUTO PARTS STOR	14758-129378	00192695 18002093 REPR PTS U#13080 PLANT	09/30/19	273205	24.63-
00009 CARQUEST AUTO PARTS STOR	14758-129834	00192966 18002121 REPR PTS U#12605 TRANS	09/30/19	273205	23.58-
00009 CARQUEST AUTO PARTS STOR	14758-129946	00193019 18002122 REPR PTS U#12605 TRANS	09/30/19	273205	47.12-
00009 CARQUEST AUTO PARTS STOR	14758-130234	00193178 18002131 JETTER FUEL FILTER LAGOON	09/30/19	273205	10.80-
00009 CARQUEST AUTO PARTS STOR	14758-130309	00193206 18002142 REPR PTS U#13511 TRANS	09/30/19	273205	151.99-
00009 CARQUEST AUTO PARTS STOR	14758-130310	00193205 18002145 FLASHLIGHTS SEWER CREWS	09/30/19	273205	45.78-
00009 CARQUEST AUTO PARTS STOR	14758-130270	00193189 18002147 REPR PTS U#20054 LAGOON	09/30/19	273205	216.79-
00009 CARQUEST AUTO PARTS STOR	14758-130402	00193258 18002158 REPR PTS U#15232 TRANS	09/30/19	273205	268.72-

CARQUEST AUTO PARTS STOR					
Sum					824.73-
00009 CERTIFIED LABORATORIES	3672653	00192732 18002096 CHEMICALS LIFT STATIONS	09/30/19	273208	4,910.12-

CERTIFIED LABORATORIES					
Sum					4,910.12-
00009 CINTAS CORPORATION #J66	4029736654	00193084 18002098 UNIFORMS 9/09 WTR SERVICE MEN	09/30/19	273212	28.37-
00009 CINTAS CORPORATION #J66	4030243573	00193084 18002099 UNIFORMS 9/16 WTR SERVICE MEN	09/30/19	273212	28.37-
00009 CINTAS CORPORATION #J66	4030242889	00193081 18002100 MOP/MAT 9/16 PLANT	09/30/19	273212	13.93-
00009 CINTAS CORPORATION #J66	4030243276	00193086 18002103 UNIFORMS 9/16 LAGOON	09/30/19	273212	14.70-
00009 CINTAS CORPORATION #J66	4030243276	00193086 18002104 UNIFORMS 9/16 PLANT	09/30/19	273212	45.39-
00009 CINTAS CORPORATION #J66	4030243276	00193086 18002105 UNIFORMS 9/16 SEWER	09/30/19	273212	28.80-
00009 CINTAS CORPORATION #J66	4030243276	00193086 18002106 UNIFORMS 9/16 TRANS	09/30/19	273212	88.80-
00009 CINTAS CORPORATION #J66	4030716434	00193272 18002150 MOP/MAT 9/23 WTR PLANT	09/30/19	273212	13.93-
00009 CINTAS CORPORATION #J66	4030716703	00193275 18002151 UNIFORMS 9/23 JORDAN JONES	09/30/19	273212	2.88-
00009 CINTAS CORPORATION #J66	4030716703	00193275 18002152 UNIFORMS 9/23 MAINTENANCE	09/30/19	273212	14.70-
00009 CINTAS CORPORATION #J66	4030716703	00193275 18002153 UNIFORMS 9/23 PLANTS	09/30/19	273212	45.39-
00009 CINTAS CORPORATION #J66	4030716703	00193275 18002154 UNIFORMS 9/23 SEWER	09/30/19	273212	28.80-
00009 CINTAS CORPORATION #J66	4030716703	00193275 18002155 UNIFORMS 9/23 TRANS	09/30/19	273212	88.80-

CINTAS CORPORATION #J66					
Sum					442.86-
00009 CITY OF HATTIESBURG FUND	TRF 2ND 9/19	02019913 18002157 TRF 2ND 9/19 PAYROLL	09/24/19	22236	105,180.85-

CITY OF HATTIESBURG FUND					
Sum					105,180.85-
00009 CLEARWATER CONSULTANTS I	12.11902	00193088 18002101 MONITOR/EVALUATE SOUTH LAGOON	09/30/19	273215	25,929.60-
00009 CLEARWATER CONSULTANTS I	12.11901	00193089 18002102 MONITOR/EVALUATE SOUTH LAGOON	09/30/19	273215	25,929.60-

CLEARWATER CONSULTANTS I					
Sum					51,859.20-

00009	CONSOLIDATED PIPE & SPLY	0495712-000-	00192431	18002128	PLUMB SUPP SEWER STOCK	09/30/19	273225	3,190.72-
00009	CONSOLIDATED PIPE & SPLY	0495712-001-	00192431	18002129	PLUMB SUPP SEWER STOCK	09/30/19	273225	165.00-
00009	CONSOLIDATED PIPE & SPLY	0495712-002-	00192431	18002130	PLUMB SUPP SEWER STOCK	09/30/19	273225	99.00-

CONSOLIDATED PIPE & SPLY								
Sum								
00009	CONTROL SYSTEMS INC	57497	00189666	18002107	FILTER PROCESSOR PLT #2	09/30/19	273226	3,454.72-

CONTROL SYSTEMS INC								
Sum								
00009	COVINGTON SALES & SERVIC	84281	00192988	18002119	REPRS TO TRAILER MT JETTER	09/30/19	273229	4,950.00-
00009	COVINGTON SALES & SERVIC	84410	00193290	18002167	REPRS U#15916 PLANT	09/30/19	273229	686.40-

COVINGTON SALES & SERVIC								
Sum								
00009	DIXIE COMMUNITY UTILITY	SEWER BILLIN	00193100	18002111	SEWER BILLING 8/19	09/30/19	273237	4,136.79-

DIXIE COMMUNITY UTILITY								
Sum								
00009	DOLEAC ELECTRIC CO INC	19USA-X1	00192517	18002108	GENERATOR REPR USA YEAST STA	09/30/19	273238	414.00-
00009	DOLEAC ELECTRIC CO INC	19JMS-X1	00192518	18002109	GENERATOR REPR J MIMS STA	09/30/19	273238	1,183.00-

DOLEAC ELECTRIC CO INC								
Sum								
00009	ECONOMY SUPPLY CO	019733	00192852	18002094	PAINT SUPP WTR WELLS	09/30/19	273239	2,366.00-

ECONOMY SUPPLY CO								
Sum								
00009	EQUIPMENT INC	165502834	00192773	18002146	REPRS U#18587 SEWER	09/30/19	273247	85.90-

EQUIPMENT INC								
Sum								
00009	GILLILANDS ELECTRONICS S	70148	00193324	18002163	ALARM SRV 10/19-1/20 WTR OFFC	09/30/19	273275	240.10-
00009	GILLILANDS ELECTRONICS S	70234	00193291	18002164	MNTHLY PHONE RENT TRANS	09/30/19	273275	90.00-

GILLILANDS ELECTRONICS S								
Sum								
00009	GRINER DRILLING SERVICE	R-52427	00192733	18002144	PUMP REPR WELL #5 PLT #1	09/30/19	273281	238.16-

GRINER DRILLING SERVICE								
Sum								
00009	L & A CONTRACTING CO	483-142	00193017	18002090	AERATOR MNT 8/26-9/8 LAGOONS	09/30/19	273318	4,995.00-
00009	L & A CONTRACTING CO	483-143	00193298	18002165	AERATOR MNT 9/9-22 LAGOONS	09/30/19	273318	36,165.00-

L & A CONTRACTING CO								
Sum								
00009	LANCASTER'S MACHINE & WE	24060	00190402	18002135	REPR CUTTING EDGES PLT UNITS	09/30/19	273321	76,566.80-

LANCASTER'S MACHINE & WE								
Sum								
2,000.00-								

00009 MCELHANEY PLUMBING INC	280743	00192887 18002086 HACKSAW BLADES/WRENCHES TRANS	09/30/19	273335	20.84-
00009 MCELHANEY PLUMBING INC	280740	00192826 18002137 HAND TOOLS SEWER DEPT	09/30/19	273335	79.80-

MCELHANEY PLUMBING INC					
Sum					100.64-
00009 MS GRASS NURSERY	30911	00192916 18002120 GRASS SOD TRANS DEPT	09/30/19	273349	130.00-

MS GRASS NURSERY					
Sum					130.00-
00009 MS POWER COMPANY	9/19 W&SO&M	00201924 18002180 MNTHLY ELEC-W&SO&M	09/30/19	273350	85,696.98-

MS POWER COMPANY					
Sum					85,696.98-
00009 N & H ELECTRONIC DISTRIB	197651	00191871 18002132 LOCATOR BATTERIES/REPRS TRANS	09/30/19	273353	30.00-

N & H ELECTRONIC DISTRIB					
Sum					30.00-
00009 OFFICE DEPOT INC	2340724964	00192861 18002160 PRINTER INK WTR PLANT	09/30/19	273363	452.69-
00009 OFFICE DEPOT INC	2342772820	00193107 18002188 PRINTER INK WTR BILLING	09/30/19	273363	496.68-
00009 OFFICE DEPOT INC	2343367447	00193157 18002189 OFFICE SUP WTR PLANT	09/30/19	273363	187.31-

OFFICE DEPOT INC					
Sum					1,136.68-
00009 PARISH TRACTOR (HATTIESB	02-119418	00193202 18002140 REPRS U#16596 WTR PLANT	09/30/19	273367	4,258.77-

PARISH TRACTOR (HATTIESB					
Sum					4,258.77-
00009 PEARL RIVER VALLEY EPA (	9/19 W&SO&M	00201924 18002183 MNTHLY 9/19 PUBLIC SERVICES	09/30/19	273371	341.10-

PEARL RIVER VALLEY EPA (					
Sum					341.10-
00009 PUCKETT RENTS	725843-0001	00192888 18002087 TRASH PUMP HOSE WTR TRANS	09/30/19	273390	99.99-
00009 PUCKETT RENTS	723731-0001	00192240 18002133 STRAINERS TRANS DEPT	09/30/19	273390	71.97-

PUCKETT RENTS					
Sum					171.96-
00009 RAWLS SPRINGS UTILITY DI	SEWER BILLIN	00193209 18002139 SEWER BILLING 9/19	09/30/19	273391	192.00-

RAWLS SPRINGS UTILITY DI					
Sum					192.00-

00009	RJM MCQUEEN CONTRACTING	1919	00193350	18002169	SWR REPR ELIZABETH/FREDERICK	09/30/19	273396	5,376.00-
00009	RJM MCQUEEN CONTRACTING	1920	00193350	18002170	SWR REPR WEATHERSBY/WILLOW	09/30/19	273396	7,333.00-
00009	RJM MCQUEEN CONTRACTING	1921	00193350	18002171	SWR REPR BARKLEY/N CHANCELLOR	09/30/19	273396	4,308.00-
00009	RJM MCQUEEN CONTRACTING	1922	00193350	18002172	SWR REPR EVERGREEN/PINEVIEW	09/30/19	273396	6,004.00-
00009	RJM MCQUEEN CONTRACTING	1923	00193350	18002173	SWR REPR RONIE/ELIZABETH	09/30/19	273396	7,121.98-
00009	RJM MCQUEEN CONTRACTING	1924	00193350	18002174	SWR REPR CYPRESS/EDWARDS	09/30/19	273396	1,880.00-
00009	RJM MCQUEEN CONTRACTING	1927	00193350	18002175	SWR REPR 500 MAMIE/7TH AVE	09/30/19	273396	8,667.50-
00009	RJM MCQUEEN CONTRACTING	1928	00193350	18002176	SWR REPR W 4TH/N 38TH	09/30/19	273396	4,843.00-
00009	RJM MCQUEEN CONTRACTING	1930	00193350	18002177	SWR REPR N 31ST/HARDY	09/30/19	273396	2,695.00-
00009	RJM MCQUEEN CONTRACTING	1931	00193350	18002178	SWR REPR NATALIE LANE #811	09/30/19	273396	1,650.00-
00009	RJM MCQUEEN CONTRACTING	1933	00193350	18002179	SWR REPR W 7TH/N 25TH	09/30/19	273396	4,475.00-

RJM MCQUEEN CONTRACTING								
Sum								54,353.48-
00009	SOUTHERN PINE ELECTRIC P	9/19 W&SO&M	00201922	18002162	MNTHLY 9/19 PUBLIC SERVICES	09/30/19	273425	551.61-

SOUTHERN PINE ELECTRIC P								
Sum								551.61-
00009	SOUTHERN TIRE MART LLC (	2520016151	00192750	18002115	TIRES/ALIGN U#19356 WTR BILNG	09/30/19	273427	410.35-
00009	SOUTHERN TIRE MART LLC (	2520016429	00192819	18002116	TIRE U#18706 WTR BILLING	09/30/19	273427	109.81-

SOUTHERN TIRE MART LLC (								
Sum								520.16-
00009	SPIRE ENERGY	7/19 W&SO&M	00201924	18002181	MNTHLY GAS-W&SO&M	09/30/19	273431	51.74-

SPIRE ENERGY								
Sum								51.74-
00009	UNIVERSITY TIRE & SERVIC	547128	00190474	18002112	TIRES U#20445 TRANS	09/30/19	273456	1,592.44-
00009	UNIVERSITY TIRE & SERVIC	547461(B)	00190816	18002113	ADDL AMT DUE PO#190732	09/30/19	273456	672.23-
00009	UNIVERSITY TIRE & SERVIC	548852	00191385	18002114	TIRE REPR U#13061 SEWER	09/30/19	273456	18.95-
00009	UNIVERSITY TIRE & SERVIC	54746(A)	00190732	18002117	REPRS U#20445 TRANS	09/30/19	273456	755.39-
00009	UNIVERSITY TIRE & SERVIC	549231	00191626	18002118	TIRES U#13061 TRANS	09/30/19	273456	610.68-

UNIVERSITY TIRE & SERVIC								
Sum								3,649.69-
00009	VACUUM TRUCK SALES & SER	MS15835	00192608	18002143	VIDEO INTERCONNECT CABLE PLT	09/30/19	273459	157.50-
00009	VACUUM TRUCK SALES & SER	MS15850	00192827	18002161	SELF-LEVELING CAMERA HEAD SWR	09/30/19	273459	2,488.76-

VACUUM TRUCK SALES & SER								
Sum								2,646.26-
00009	WARREN PAVING INC	22914	00189261	18002156	HOT ASPHALT WTR/SWR PATCHES	09/30/19	273470	196.01-

WARREN PAVING INC								
Sum								196.01-
00009	WRIGHT, J H & ASSOCIATES	417863	00192156	18002159	PUMPS BARKLEY/COON HUNTERS	09/30/19	273478	7,700.00-

WRIGHT, J H & ASSOCIATES								
Sum								7,700.00-

Sum								449,901.30-

Date - 09/30/19

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER B & I							
00010 CITY OF HATTIESBURG FUND	REPAY	TEMPOR	02019893	180000009	09/18/19	113867	200,000.00-
CITY OF HATTIESBURG FUND							200,000.00-
Sum							200,000.00-
00011 ADVANTAGE TAX	METER DEP RF	02019879	18001022	METER DEP RFD	09/30/19	273160	38.48-
ADVANTAGE TAX							38.48-
00011 BATTON, ROBERT	METER DEP RF	02019879	18001021	METER DEP RFD	09/30/19	273185	22.72-
BATTON, ROBERT							22.72-
00011 BLEYHAMACK LLC 1	METER DEP RF	02019879	18001025	METER DEP RFD	09/30/19	273189	75.00-
BLEYHAMACK LLC 1							75.00-
00011 BREAZEALE, MERLENE	METER DEP RF	02019879	18001027	METER DEP RFD	09/30/19	273195	22.72-
BREAZEALE, MERLENE							22.72-
00011 CONNOLLY, BRENDAN P	METER DEP RF	02019879	18001014	METER DEP RFD	09/30/19	273224	22.72-
CONNOLLY, BRENDAN P							22.72-
00011 FLANAGAN BUILDERS LLC	METER DEP RF	02019879	18001019	METER DEP RFD	09/30/19	273255	22.72-
FLANAGAN BUILDERS LLC							22.72-
00011 FLOYD, MAURICE	METER DEP RF	02019879	18001015	METER DEP RFD	09/30/19	273257	22.72-
FLOYD, MAURICE							22.72-
00011 GRAHAM, SHUREKA	METER DEP RF	02019916	18001032	METER DEP RFD	09/30/19	273278	75.00-
GRAHAM, SHUREKA							75.00-
00011 HALLMAN PROPERTY 401	METER DEP RF	02019879	18001024	METER DEP RFD	09/30/19	273287	22.72-
HALLMAN PROPERTY 401							22.72-
Sum							22.72-

00011 JOHNSON, MARQUES	METER DEP RF 02019879 18001020 METER DEP RFD	09/30/19	273310	39.72-

JOHNSON, MARQUES				
Sum				39.72-
00011 JONES, MCARTHUR 808 RON	METER DEP RF 02019916 18001031 METER DEP RFD	09/30/19	273311	22.72-

JONES, MCARTHUR 808 RON				
Sum				22.72-
00011 JORDAN, KENDA C	METER DEP RF 02019879 18001023 METER DEP RFD	09/30/19	273312	22.72-

JORDAN, KENDA C				
Sum				22.72-
00011 LINDSEY, MARCIA	METER DEP RF 02019916 18001030 METER DEP RFD	09/30/19	273325	22.72-

LINDSEY, MARCIA				
Sum				22.72-
00011 MAY, TONNJA	METER DEP RF 02019916 18001028 METER DEP RFD	09/30/19	273333	22.72-

MAY, TONNJA				
Sum				22.72-
00011 MORGAN AND RAWLS ENTERPI	METER DEP RF 02019879 18001018 METER DEP RFD	09/30/19	273344	38.48-

MORGAN AND RAWLS ENTERPI				
Sum				38.48-
00011 ROGERS, TYSHELL	METER DEP RF 02019879 18001017 METER DEP RFD	09/30/19	273398	39.72-

ROGERS, TYSHELL				
Sum				39.72-
00011 ROUSE, JUDY	METER DEP RF 02019879 18001016 METER DEP RFD	09/30/19	273399	22.72-

ROUSE, JUDY				
Sum				22.72-
00011 SA RECYCLING	METER DEP RF 02019879 18001012 METER DEP RFD	09/30/19	273402	3.48-

SA RECYCLING				
Sum				3.48-
00011 SHOEMAKER PROPERTY MANAG	METER DEP RF 02019879 18001013 METER DEP RFD	09/30/19	273414	320.00-

SHOEMAKER PROPERTY MANAG				
Sum				320.00-
00011 SMITH, CHARLES RAY	METER DEP RF 02019916 18001033 METER DEP RFD	09/30/19	273419	4.90-

SMITH, CHARLES RAY				
Sum				4.90-
00011 TATUM, TSHAE	METER DEP RF 02019879 18001026 METER DEP RFD	09/30/19	273438	75.00-

TATUM, TSHAE				
Sum				75.00-

00011 TAYLOR, TERRY	METER DEP RF 02019879 18001010 METER DEP RFD	09/30/19	273439	46.54-
00011 TAYLOR, TERRY	METER DEP RF 02019879 18001011 METER DEP RFD	09/30/19	273440	.70-

TAYLOR, TERRY				
Sum				47.24-
00011 115 WALNUT STREET LLC	METER DEP RF 02019916 18001029 METER DEP RFD	09/30/19	273479	75.00-
00011 115 WALNUT STREET LLC	WTR OVTPMT R 02019917 18001034 WTR OVTPMT RFD	09/30/19	273479	13.97-
	CITY OF HATTIESBURG		Page	- 40
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115 WALNUT STREET LLC				
Sum				88.97-

Sum				1,095.91-

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TAX COLLECTOR'S FUND

00027 H'BURG PUBLIC SCHOOLS

9/19 MILLAGE 02019903 18000110 9/19 MILLAGE

09/23/19

312488

771,245.26-

00027 H'BURG PUBLIC SCHOOLS

9/19 MILLAGE 02019903 18000111 9/19 MILLAGE

09/23/19

312489

105,453.78-

H'BURG PUBLIC SCHOOLS

Sum

876,699.04-

00027 LIBRARY, THE

SPEC EXEMPTI 02019904 18000116 SPEC EXEMPTION STATE REIM

09/24/19

312495

10,016.66-

LIBRARY, THE

Sum

10,016.66-

Sum

886,715.70-

Date - 09/30/19

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AIRPORT IMPROVEMENT FUND

00039	FORD ENGINEERING SERVICE	190507H	00193399	18000051	SRVS RUNWAY 13 DRNG IMPRV	09/30/19	273259	14,071.55-
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FORD ENGINEERING SERVICE

Sum

14,071.55-

00039	SOUTHERN EARTH SCIENCES	N19282-01	00193215	18000050	SRVS AIRPT RUNWAY 13 DRNGE	09/30/19	273423	1,755.00-
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SOUTHERN EARTH SCIENCES

Sum

1,755.00-

Sum

15,826.55-

00073 EMPIRE TRUCK SALES (H'BU RE006030920: 00192299 18000537 REPRS U#16235 BUS	09/30/19	273245	44,101.40-

EMPIRE TRUCK SALES (H'BU			
Sum			44,101.40-
00073 FLEET SERVICES DIESEL, L 339 00192184 18000551 REPRS U#16760 BUS	09/30/19	273256	990.55-

FLEET SERVICES DIESEL, L			
Sum			990.55-
00073 GROVE TRANSIT JARC 8/18-31 00193007 18000531 JARC TRIPS 8/18-31/19	09/30/19	273282	3,890.00-
00073 GROVE TRANSIT JARC 9/1-14/ 00193310 18000544 JARC TRIPS 9/1-14/19	09/30/19	273282	3,794.00-

GROVE TRANSIT			
Sum			7,684.00-
00073 JERRY'S AUTOMOTIVE REPAI 20135 00192865 18000552 REPRS U#16761 BUS	09/30/19	273307	1,740.30-

JERRY'S AUTOMOTIVE REPAI			
Sum			1,740.30-
00073 LUBRICATION TECHNOLOGIES 16087 00190853 18000550 OIL PIPE LINE REPR IN SHOP	09/30/19	273328	65.00-

LUBRICATION TECHNOLOGIES			
Sum			65.00-
00073 MOBILITY SYSTEMS INC 2321 00190875 18000548 EMER BELT CUTTERS BUSES	09/30/19	273342	150.00-

MOBILITY SYSTEMS INC			
Sum			150.00-
00073 MS POWER COMPANY 9/19 M TRANS 00201924 18000556 MNTHLY ELEC-MASS TRANSIT	09/30/19	273350	793.54-

MS POWER COMPANY			
Sum			793.54-
00073 NEEL-SCHAFFER INC 1060535 00193306 18000545 SRVS 8/19 CITY WIDE BUS STOPS	09/30/19	273358	619.15-

NEEL-SCHAFFER INC			
Sum			619.15-
00073 NEWKS EATERY PO#192812 9/ 00192812 18000533 FOOD SOUTHERN CONNECT MEETING	09/30/19	273360	303.00-

NEWKS EATERY			
Sum			303.00-
00073 OLD RIVER TRUCK SALES IN 17267LM 00192003 18000530 REPRS U#16760 BUS	09/30/19	273365	857.48-

OLD RIVER TRUCK SALES IN			
Sum			857.48-
00073 PINE BELT CDJR, INC (MCM 502496 00192918 18000536 OIL CHG/ROTATE TIRES U#20462	09/30/19	273376	49.95-

PINE BELT CDJR, INC (MCM			
Sum			49.95-
00073 SOUTHERN TIRE MART LLC (2520017625 00192706 18000555 TIRES U#16235 BUS	09/30/19	273427	420.00-
00073 SOUTHERN TIRE MART LLC (2560022771 00192992 18000558 TIRES U#15648	09/30/19	273427	559.16-
00073 SOUTHERN TIRE MART LLC (2560021512 00193348 18000559 REPRS/ALIGN U#15648	09/30/19	273427	1,093.95-

SOUTHERN TIRE MART LLC (			
Sum			2,073.11-

00073 TEAM BG & ASSOCIATES LMA 0174883	00192998 18000534 DIESEL OIL CONDITIONER BUSES	09/30/19	273441	2,260.79-

TEAM BG & ASSOCIATES LMA				
Sum				2,260.79-
00073 THERMO KING OF JACKSON I 4138079	00192480 18000553 REPRS U#16760 BUS	09/30/19	273443	368.75-

THERMO KING OF JACKSON I				
Sum				368.75-
00073 VERIZON WIRELESS	9837749301 00193245 18000542 PARATRANSIT GPS 9/11-10/10	09/30/19	273461	142.55-

VERIZON WIRELESS				
Sum				142.55-

Sum				113,535.47-

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WATER&SEWER CONSTRUCTION FUND

00075 SHOWS DEARMAN & WAITS IN 21038	00193395	18000098	SRVS 8/19 I AND I STUDY	09/30/19	273416	47,982.24-
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SHOWS DEARMAN & WAITS IN

Sum

00075	U S GEOLOGICAL SURVEY	90757289	00193135	18000096	BOUIE RVR MONITOR	10/18-9/19	09/30/19	273451	5,865.00-
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U S GEOLOGICAL SURVEY

Sum

5,865.00-

Sum

53,847.24-

00077 PRIDE SOLUTIONS, LLC	2019-040	00193196 18000446 JANIT SUPP COMM CENTERS	09/30/19	273386	480.00-

PRIDE SOLUTIONS, LLC					
Sum					480.00-
00077 SEMMONS FOR JUSTICE (REF SHERRILL CEN 02019922 18000458 DAMAGE DEPOSIT REFUND			09/30/19	273410	100.00-

SEMMONS FOR JUSTICE (REF					
Sum					100.00-
00077 SPIRE ENERGY	9/19 COMM CN 00201924 18000453 MNTHLY GAS-COMM CENTERS		09/30/19	273431	342.47-

SPIRE ENERGY					
Sum					342.47-
00077 TABERNACLE OF PRAYER (RE CE ROY CENTE 02019922 18000455 DAMAGE DEPOSIT REFUND			09/30/19	273437	100.00-

TABERNACLE OF PRAYER (RE					
Sum					100.00-
00077 WAL-MART STORES INC	009220	00190572 18000449 EQUIP BATTERIES COMM CENTERS	09/30/19	273463	150.12-

WAL-MART STORES INC					
Sum					150.12-

Sum					34,981.67-

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COMMUNITY DEVELOP. BLOCK GRANT

00082 AT&T MOBILITY

287273578351

00193249

18000190

WIRELESS SRV 8/19 CDBG

09/30/19

273179

61.04-

AT&T MOBILITY

Sum

00082 AUTOMOTIVE GLASS SPECIAL I232646

00192986

18000189

WINDOW REPR U#18711 COMM DEV

09/30/19

273182

61.04-

251.91-

AUTOMOTIVE GLASS SPECIAL

Sum

00082 CITY OF HATTIESBURG FUND TRF 2ND 9/19 02019913 18000191 TRF 2ND 9/19 PAYROLL

09/24/19

312497

251.91-

8,533.55-

CITY OF HATTIESBURG FUND

Sum

8,533.55-

Sum

8,846.50-

- 09/30/19

SPEC SALES TAX-P&R/UNIV IMPROV										
00086	HOLLINGSWORTH	HARDWOOD	F	1889	00192485	18000006	REFURBISH GYN THAMES ELEMNTRY	09/30/19	273292	11,525.20-
00086	HOLLINGSWORTH	HARDWOOD	F	1890	00193151	18000008	ADDL PO#192485 THAMES GYM	09/30/19	273292	3,308.20-

HOLLINGSWORTH HARDWOOD F										
Sum										14,833.40-
00086	HOOPS, INC			76091	00192635	18000005	BASKETBALL HOOPS E 8TH ST PK	09/30/19	273293	3,948.00-

HOOPS, INC										
Sum										3,948.00-
00086	SIGNS FIRST			H-69948	00192510	18000007	SIGN/BANNERS YOUR PENNY PROJ	09/30/19	273417	300.27-

SIGNS FIRST										
Sum										300.27-
00086	USM (1% SALES TAX)			RESTAURANT/H	02019884	18000004	RESTAURANT/HOTEL TAX 8/19	09/18/19	711078	120,944.89-

USM (1% SALES TAX)										
Sum										120,944.89-

Sum										140,026.56-

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INDUSTRIAL PARK DEVELOPMENT

00087	PARKER'S LANDSCAPE SERV	20872	00193295	18000038	SRVS	IND	PK	LANDSCAPE MAINT	09/30/19	273369	180.00-
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PARKER'S LANDSCAPE SERV

Sum

00087 SHOWS DEARMAN & WAITS IN 20958	00193294	18000037	SRV 6/16-7/27	IND PK JM TATUM	09/30/19	273416	1,610.00-
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SHOWS DEARMAN & WAITS IN

Sum

1,610.00-

Sum

1,790.00-

- 09/30/19

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PUBLIC SAFETY/REC CONSTRUCTION							
00088 ALBERT & MCCLESKEY ASSOC	INV 25	00193210	18000022	SRVS PUBLIC SAFETY COMPLEX	09/30/19	273164	15,900.00-
ALBERT & MCCLESKEY ASSOC							15,900.00-
Sum							637,749.21-
00088 HANCO CORP	EST #6 PUB S	00193211	18000023	SERVS PUB SAFETY COMPLX CONST	09/30/19	273288	
HANCO CORP							637,749.21-
Sum							74,762.91-
00088 NEEL-SCHAFFER INC	1059293	00193136	18000021	SRV 5/19 HALL AVE OVERPASS	09/30/19	273358	42,500.50-
00088 NEEL-SCHAFFER INC	1060539	00193396	18000024	SRVS 8/19 HALL AVE OVERPASS	09/30/19	273358	22,600.00-
00088 NEEL-SCHAFFER INC	1060966	00193398	18000025	SRVS 9/19 HALL AVE OVERPASS	09/30/19	273358	
NEEL-SCHAFFER INC							139,863.41-
Sum							793,512.62-
Sum							

DOCKET OF CLAIMS

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SPECIAL SALES TAX-T&A

00107	H'BURG CONVENTION COMMIS	FOOD/BEVERAG	02019878	18000025	FOOD/BEVERAGE	TAX	8/19	09/18/19	113860	482,534.83-
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H'BURG CONVENTION COMMIS

Sum

00107	H'BURG	TOURISM	COMMISSIO	MOTEL	SALES	02019877	18000024	MOTEL	SALES	TAX	8/19	09/18/19	113859	67,242.65-
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H'BURG TOURISM COMMISSIO

Sum

67,242.65-

Sum

549,777.48-

Grand Total Level

Sum

6,632,520.92-