



**Tuesday, April 7, 2020
4:00 PM**

**City Council
Tuesday Meeting Agenda**

**Jackie Dole Community Center
220 W Front Street**

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

POLICY AGENDA

1. **2020-239** Approve the minutes for the March 16, 17 & 25, 2020 meetings of the City Council.
2. **2020-219** Adopt a corrected Resolution adjudicating and directing the placement as an assessment the cleanup cost and applicable penalties per State Law, against certain properties and Authorize the Release of an improperly filed adjudication related to 742 Monroe.
3. **2020-236** Adopt a corrected Resolution adjudicating and directing the placement as an assessment the cleanup cost and applicable penalties per State Law, against certain properties and Authorize the Release of an improperly filed adjudication related to 902 Roby.
4. **2020-218** Adopt a Resolution authorizing Requisition No. 61 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.
5. **2020-240** Approve of the suspension of Land Development Code section 12.4.2 requirement that all appeals be heard within 60 days of filing, and allow for the setting, tabling, or delay of such hearings by the appropriate body until such time that it can be determined that the health risk related to COVID-19 can be adequately mitigated. Said suspension to expire in 90 days unless extended further.
6. **2020-238** Approve Supplemental Agreement No. 1 with Grady Crawford Construction Co., Inc. for the Comprehensive Sewer/Water Improvements Project Phase X to account for added items and to adjust quantities to actual for a net contract decrease of \$223,968.05; Acknowledge receipt of closing documents; Authorize Mayor to execute Supplemental Agreement No. 1 in quadruplicate; Authorize final acceptance of the project, the Mayor to execute in quadruplicate and issuance of a manual check in

payment of the same.

7. 2020-216 Approve lighting agreement with Mississippi Power for additional street lighting near the Street Maintenance Building and Parking area on Walnut Street for a monthly increase of \$50.94.
8. 2020-232 Approve lighting agreement with Mississippi Power for additional at the former Ford Dealership on West Pine Street at a monthly cost of \$131.37; Authorize Mayor to execute.
9. 2020-233 Approve lighting agreement with Mississippi Power for additional lighting near the Maintenance Barn on James Street for a monthly decrease of \$1.69; Authorize Mayor to execute.
10. 2020-234 Approve lighting agreement with Mississippi Power for additional lighting at Southern Avenue and 306 Fredrick Street for a monthly increase of \$24.80; Authorize Mayor to execute.
11. 2020-217 Approve lighting agreement with Mississippi Power for additional street lighting at 725 Grace Ave and 309 Crestmont Dr for a monthly increase of \$24.80.
12. 2020-227 Approve Memorandum of Understanding between the Mississippi Bureau of Narcotics (MBN) and the Mississippi Gulf Coast High Intensity Drug Trafficking Area (HIDTA) and the Hattiesburg Police Department (LEO) shall begin on 01/01/2020 and shall not extend beyond 12/31/20 unless the period is extended by written modification to this agreement and authorize the Mayor to execute the same.
13. 2020-228 Approve the 2020 Annual Action Plan for the City of Hattiesburg and authorize submission to the US Department of Housing and Urban Development.
14. 2020-237 Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-029N-09-209-00 (PPIN 45963) for the Hardy Street/Green Street Roundabout Project; Acknowledge receipt of Appraisal Report and Appraisal Review Report; Determine the appraisal valuation of \$47,550.00 to be Just Compensation for the aforementioned portion of the parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$47,550.00; Authorize Mayor to execute any and all documents required to complete the transaction.
15. 2020-231 Ratify and confirm the Mayor's reappointment of Rhoda A. Pickett (Ward 2) to the Planning Commission for a term beginning May 13, 2020 and ending May 12, 2025.

ROUTINE AGENDA

1. 2020-221 Ratification of submitted grant application to the Federal Emergency Management Agency (FEMA) FY 2019 Assistance to Firefighters Grant Program to fund the purchase of an aerial apparatus for an estimated cost of \$1,045,000 (\$950,000 federal share and \$95,000 local share).

2. 2020-222 Ratification of a submitted grant application to the U.S. Department of Justice (DOJ), Office of Community Oriented Policing Services (COPS) Hiring Program to fund the hiring of four (4) additional police officers, for a total estimated three-year project cost of \$653,349 (\$488,499 federal share and \$164,850 local share).
3. 2020-223 Ratification of submitted grant application to the Federal Transit Administration (FTA) FY 2020 Grants for Buses and Bus Facilities Program to fund sidewalks, ADA accessibility features, crosswalks, and pedestrian signals at selected bus stop locations, for a total project cost estimated at \$2,616,000 (\$1,831,200 federal share and \$784,800 local share).
4. 2020-225 Ratification of submitted 2019 Consolidated Annual Performance and Evaluation Report (CAPER)
5. 2020-241 Ratification of corrected Agreement with PropertyRoom.com to auction property on inventory at the Hattiesburg Police Department previously approved on March 3, 2020.
6. 2020-230 Acknowledge receipt of request filed by P&L Rental LLC, Agustina & Oscar Leal, Owners, to appeal the Hattiesburg Historic Conservation Commission's Denial of the petition filed by P&L Rental LLC to paint exterior brick at 512 6th Ave. The HHCC Denied on March 11, 2020. Set a public hearing before City Council on June 2, 2020 at 4:00 p.m. and authorize publication of Public Notice setting an Appeal Public Hearing.
7. 2020-229 Acknowledge receipt of the two-quote docket as provided for in 31-7-13(b) of the Mississippi Code of 1972
8. 2020-215 Approve and authorize issuance of manual check(s) for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}
9. 2020-235 Approve plans and specifications for the Tatum Park Tennis Court Lighting Project and authorize advertisement for bids for same.
10. 2020-224 Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
11. 2020-213 Approve claims docket for the period ending March 31, 2020.

In Memoriam:

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ronda Cole, Clerk of Council
cc:
Date: Tuesday, April 7, 2020
Re: Approve the minutes for the March 16, 17 & 25, 2020 meetings of the City Council.
File Number: 2020-239
Minute Book #

Summary

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

Recommendation Statement

I recommend approval of the minutes.

Please place this on the April 7, 2020 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, April 7, 2020

Re: Adopt a corrected Resolution adjudicating and directing the placement as an assessment the cleanup cost and applicable penalties per State Law, against certain properties and Authorize the Release of an improperly filed adjudication related to 742 Monroe.
File Number: 2020-219
Minute Book #

Summary

Correction of an adjudication due to an incorrect legal description.

Recommendation Statement

I recommend approval of the release and subsequent adoption of the corrected resolution.

Please place this on the April 7, 2020 City Council meeting for consideration.

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	July 10, 2019
BOOK:	1316
PAGE:	285-286
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$11,492.18

in the office of the Chancery Clerk of Forrest County, Mississippi, is now hereby released; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter this order upon the records of said County as is provided by law.

Legal Description:

Pt. Beg NE Cor S 54 ft W 108.66 ft N 54 ft 108.66 ft to beg Blk 15 J E Arledge Subdivision B 672 P. 654 6/26/92 A part of the Northwest Quarter if the Northwest Quarter (NW of the NW) of Section Thirty-Five (35), Township Four (4) North, Range Thirteen (13) West, in the County of Forrest, State of Mississippi, and more particularly described as follows to-wit:

Commence at the northwest corner of the Northwest Quarter of the Northwest Quarter (NW of the NW) of said Section, Township and Range, and run East for a distance of 721 feet, to and for the point of 97 feet, run thence South for a distance of 200 feet, run thence South for a distance of 97 feet, run thence North for a distance of 200 feet to the point of beginning, together with all improvements thereon and appurtenances thereunto belonging.

IN WITNESS WHEREOF, this instrument is executed on this the 7th day of April
2020.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the _____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

RESOLUTION

INDEXING INSTRUCTIONS: 742 Monroe Street better described as A part of the Northwest Quarter of the Northwest Quarter (NW of the NW) of Section Thirty-Five (35), Township Four (4) North, Range Thirteen (13) West, in the County of Forrest, State of Mississippi, and more particularly described as follows to-wit:

Commence at the northwest corner of the Northwest Quarter of the Northwest Quarter (NW of the NW) of said Section, Township and Range, and run East for a distance of 721 feet, to and for the point of beginning, thence continue East for a distance of 97 feet, run thence South for a distance of 200 feet, run thence West for a distance of 97 feet, run thence North for a distance of 200 feet to the point of beginning, together with all improvements thereon and all appurtenances thereunto belonging.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg, plus applicable penalty, for cleaning properties that have been determined to be in such a state of uncleanliness as to be a Menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP on behalf of the City.

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Hollis and Mildred Barber	742 Monroe St.	2-042L-35-015	\$ 11,735.18
Total:			\$11,735.18

Legal Description: A part of the Northwest Quarter of the Northwest Quarter (NW of the NW) of Section Thirty-Five (35), Township Four (4) North, Range Thirteen (13) West, in the County of Forrest, State of Mississippi, and more particularly described as follows to-wit:

Commence at the northwest corner of the Northwest Quarter of the Northwest Quarter (NW of the NW) of said Section, Township and Range, and run East for a distance of 721

feet, to and for the point of beginning, thence continue East for a distance of 97 feet, run thence South for a distance of 200 feet, run thence West for a distance of 97 feet, run thence North for a distance of 200 feet to the point of beginning, together with all improvements thereon and all appurtenances thereunto belonging.

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

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 7th day of April 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 7th day of April 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, April 7, 2020

Re: Adopt a corrected Resolution adjudicating and directing the placement as an assessment the cleanup cost and applicable penalties per State Law, against certain properties and Authorize the Release of an improperly filed adjudication related to 902 Roby.
File Number: 2020-236
Minute Book #

Summary

Correction of and adjudication against 902 Roby Street, correcting the dollar amount of the assessment and other language within the resolution.

Recommendation Statement

I recommend approval of the release and subsequent adoption of the corrected resolution.

Please place this on the April 7, 2020 City Council meeting for consideration.

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	February 26, 2020
BOOK:	1332
PAGE:	707-708
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$6,941.50

in the office of the Chancery Clerk of Forrest County, Mississippi, is now hereby released; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter this order upon the records of said County as is provided by law.

Legal Description:

W ½ LT 4 & BG 65FT N SE COR 2 E 100FT N 65FT W 100FT S 65FT TO BEG BLK 1 S-T-R: 15-04N-13W.

IN WITNESS WHEREOF, this instrument is executed on this the 7th day of April 2020.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the _____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

RESOLUTION

902 Roby St. HATTIESBURG, MS 39401 and better described as W ½ LT 4 & BG 65FT N SE COR 2 E 100FT N 65FT W 100FT S 65FT TO BEG BLK 1 S-T-R: 15-04N-13W

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg, plus applicable penalties, for cleaning properties that have been determined to be in such a state of uncleanliness as to be a Menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP on behalf of the City.

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Kristi Williamson	902 Roby	2-038A-15-126	<u>\$10,798.50</u>

W ½ LT 4 & BG 65FT N SE COR 2 E 100FT N 65FT W 100FT S 65FT TO BEG BLK 1 S-T-R: 15-04N-13W

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

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

The foregoing Resolution having been reduced to writing, the same was introduced by 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 7th day of April 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 7th day of April 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, April 7, 2020

Re: Adopt a Resolution authorizing Requisition No. 61 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.
File Number: 2020-218
Minute Book #

Summary

Adopt a Resolution authorizing Requisition No. 61 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.

Recommendation Statement

I recommend approval of this item.

Please place this on the April 7, 2020 City Council meeting for consideration.

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. **61** 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. 61 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. **61** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$144,244.96** 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. **61** from the Project Fund Construction Account under the Loan in the total aggregate amount of **One Hundred Forty-four Thousand Two Hundred Forty-Four and 96/100 dollars (\$144,244.96)** 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. **61** in the total aggregate amount **One Hundred Forty-four Thousand Two Hundred Forty-Four and 96/100 dollars (\$144,244.96)** 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:

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 **7th** day of **April, 2020**.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **7th** day of **April, 2020**.

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.: 61

DATE OF REQUISITION: 4/7/2020

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	Wildstone Construction Services, LLC P O Box 1122 Madison, MS 39130	093695.7220.69	20,565.68	Pay Est. No. 3	Camp Street Improvements Period: Through 02/28/2020 MB 2019-227
2	Neel-Schaffer P O Box 1487 Hattiesburg, MS 39403-1487	093695.7220.69	9,229.11	1063347	Camp Street Improvements Period: 01/01/20 - 01/31/20 MB 2019-227
3	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	093695.7220.70	29,068.77	Pay Est No. 18	Sewer Improvements Ph VIII - Camp St. Area Period: 01/01/20 - 01/31/20 MB 2011-4/89-110
4	Warren Paving, Inc. P O Box 572 Hattiesburg, MS 39403	093695.7220.70	29,704.73	14616	Sewer Improvements Ph VIII - Camp St. Area Period: 02/23/2020 MB 2019-271
5	Warren Paving, Inc. P O Box 572 Hattiesburg, MS 39403	093695.7220.70	55,676.67	14634	Sewer Improvements Ph VIII - Camp St. Area Period: 02/26/2020 MB 2019-271

144,244.96

March 17, 2020
N-S Project No. 15481.000

Wildstone Construction

Lamar Rutland, P.E.
Engineering Director
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

REFERENCE: CONTRACTOR PROGRESS ESTIMATE #3
CITY OF HATTIESBURG, FORREST COUNTY
CAMP STREET IMPROVEMENTS – 25TH AVE TO 19TH AVE

Dear Mr. Rutland:

Enclosed is one (1) Application and Certifications for Payment No. 3 for the referenced project. I have reviewed the Contractor's Application & Certification of Payment Request No. 3 and find the pay application to be in order. I, therefore, recommend payment to the contractor Wildstone Construction Services, LLC, in the amount of \$20,565.68 for work completed.

Please call me at 545-1565 if you have any questions or need additional information.

Sincerely,

NEEL-SCHAFFER, INC.



Geoffrey Crosby, P.E.
Senior Project Manager

GPC

Enclosures

093695.7220.69
MB 2019-227

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

PROJECT:

Camp Street Improvements
25th Avenue to 19th Avenue

FROM CONTRACTOR:

Wildstone Construction Services, LLC
PO Box 1122
Madison, MS 39130

VIA ENGINEER:

Neel-Schaffer, Inc.
704 Hardy Street
Hattiesburg, MS 39401

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 341,006.50
2. Net change by Change Orders	\$ 331,880.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 372,886.50
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 194,109.82
5. RETAINAGE:	
a. <u>5</u> % of Completed Work (Column D - E on G703)	\$9,520.79
b. <u>5</u> % of Stored Material (Column F on G703)	\$510.74
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 10,031.53
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 184,078.29
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 163,512.61
8. CURRENT PAYMENT DUE	\$ 20,565.68
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 188,808.21

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	-
Total approved this Month	\$31,880.00	-
TOTALS	\$31,880.00	-
NET CHANGES by Change Order	\$31,880.00	

Application for Payment

AIA DOCUMENT G703

PAGE 1 OF 2 PAGES

APPLICATION NO: 3

Distribution to:

PERIOD TO: 02/28/20

X OWNER

PROJECT NO

X ENGINEER

CONTRACT DATE: 10/21/19

CONTRACTOR

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR

By

Emily B Put

Date:

3-13-2020

State of Mississippi

County of Madison

Subscribed and sworn to before me this 13th day of March 2020

Notary Public

My Commission expires

August 3, 2020



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED

\$ 20,565.68

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT

By

Geoffrey Cady

Date

03/17/2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Fax:

(Schedule of Value - Work in Place)

Progress Invoice No:

2

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G - C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	SEE ATTACHED SHEET		\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
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A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
ITEM NO.	DESCRIPTION OF WORK	UNITS	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT	WORK COMPLETED				MATERIAL STORED		TOTAL COMPLETED TO DATE	BALANCE TO FINISH	RETAINAGE	
						QUANTITY PREVIOUS APP.	TOTAL PREVIOUS APP.	QUANTITY THIS PERIOD	TOTAL THIS PERIOD	QUANTITY THIS PERIOD	TOTAL THIS PERIOD				
BASE BID															
201-B	Clearing and Grubbing	Acre	1	\$31,000.00	\$31,000.00	0.1	\$3,100.00	0	\$0.00	0	\$0.00	\$3,100.00	\$27,900.00	\$155.00	
202-A	Removal of Obstructions	LS	1	\$10,000.00	\$10,000.00	1	\$10,000.00	0	\$0.00	0	\$0.00	\$10,000.00	\$0.00	\$500.00	
202-B	Removal of Pavement, All Types and Depths	SY	591	\$35.00	\$20,685.00	415	\$14,525.00	122.67	\$4,293.45	0	\$0.00	\$18,818.45	\$1,866.55	\$940.92	
203-B	Excess Excavation, FM	CY	250	\$14.00	\$3,500.00	0	\$0.00	44.59	\$624.26	0	\$0.00	\$624.26	\$2,875.74	\$31.21	
203-EX	Borrow Excavation, AH, FME, Class B7-6	CY	100	\$30.00	\$3,000.00	55	\$1,650.00	6.19	\$185.70	0	\$0.00	\$1,835.70	\$1,164.30	\$91.79	
203-I	Site Grading	SY	170	\$27.00	\$4,590.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$4,590.00	\$0.00	
211-B	Topsoil for Slope Treatment, Contractor Furnished	CY	25	\$35.00	\$875.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$875.00	\$0.00	
211-D	Topsoil for Plant Pits, Contractor Furnished	CY	90	\$40.00	\$3,600.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$3,600.00	\$0.00	
216-B	Solid Sodding, Centipede	SY	500	\$8.00	\$4,000.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$4,000.00	\$0.00	
219-A	Watering	KGAL	80	\$20.00	\$1,600.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$1,600.00	\$0.00	
230-A	Shrub Planting, Knockout Rose	EA	31	\$20.00	\$620.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$620.00	\$0.00	
230-A	Shrub Planting, Juniper	EA	165	\$20.00	\$3,300.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$3,300.00	\$0.00	
230-B	Tree Planting, Natchez Crape Myrtle	EA	4	\$150.00	\$600.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$600.00	\$0.00	
230-D	Bed Preparation	SF	1000	\$5.00	\$5,000.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$5,000.00	\$0.00	
230-F	Ground Cover and Shrub Planting, Big Blue Lirope	EA	675	\$12.50	\$8,437.50	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$8,437.50	\$0.00	
234-A	Temporary Silt Fence	LF	300	\$5.00	\$1,500.00	100	\$500.00	0	\$0.00	0	\$0.00	\$500.00	\$1,000.00	\$25.00	
237-A	Wattles, 12"	LF	100	\$8.00	\$800.00	30	\$240.00	0	\$0.00	0	\$0.00	\$240.00	\$560.00	\$12.00	
907-242-PP	Pedestrian Entry Arch, Per Plans	EA	1	\$11,500.00	\$11,500.00	0	\$0.00	0	\$0.00	0	\$8,550.00	\$8,550.00	\$2,950.00	\$427.50	
246-A	Sandbags	EA	100	\$10.00	\$1,000.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$1,000.00	\$0.00	
907-258-E	Trash Receptacle, Per Plans	EA	1	\$800.00	\$800.00	0	\$0.00	0	\$0.00	0	\$444.55	\$444.55	\$355.45	\$22.23	
907-258-J	Metal Bench, Per Plans	EA	2	\$1,200.00	\$2,400.00	0	\$0.00	0	\$0.00	0	\$1,030.20	\$1,030.20	\$1,369.80	\$31.51	
907-258-X	Bike Rack, Per Plans	EA	1	\$1,200.00	\$1,200.00	0	\$0.00	0	\$0.00	0	\$190.00	\$190.00	\$1,010.00	\$9.50	
304-H	Size 610 Crushed Stone Base, AEA	CY	155	\$75.00	\$11,625.00	6.41	\$480.75	10	\$750.00	0	\$0.00	\$1,230.75	\$10,394.25	\$61.54	
601-B	Class "B" Concrete Minor Structures	CY	4	\$700.00	\$2,800.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$2,800.00	\$0.00	
602-A	Reinforcing Steel	LBS	100	\$5.00	\$500.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$500.00	\$0.00	
603-PE	12" Corrugated Polyethylene Pipe	LF	60	\$100.00	\$6,000.00	20	\$2,000.00	0	\$0.00	0	\$0.00	\$2,000.00	\$4,000.00	\$100.00	
608-A	Concrete Sidewalk Without Reinforcement	SY	200	\$59.00	\$11,800.00	183.67	\$10,836.53	109.82	\$6,479.38	0	\$0.00	\$17,315.91	(\$5,515.91)	\$865.80	
907-608-E	Asphalt Pavement Texturing	SF	650	\$11.50	\$7,475.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$7,475.00	\$0.00	
609-B	Concrete Header Curb	LF	840	\$25.00	\$21,000.00	695	\$17,375.00	87	\$2,175.00	0	\$0.00	\$19,550.00	\$1,450.00	\$977.50	
609-B	Small Concrete Median Island	LF	0	\$35.00	\$0.00	387	\$13,545.00	0	\$0.00	0	\$0.00	\$13,545.00	(\$13,545.00)	\$677.25	
613-A	Adjustment of Castings, Gratings, and Utility Apparatus	LS	1	\$4,000.00	\$4,000.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$4,000.00	\$0.00	
618-A	Maintenance of Traffic	LS	1	\$45,000.00	\$45,000.00	0.8	\$36,000.00	0.1	\$4,500.00	0	\$0.00	\$40,500.00	\$4,500.00	\$2,025.00	
620-A	Mobilization	LS	1	\$30,000.00	\$30,000.00	1	\$30,000.00	0	\$0.00	0	\$0.00	\$30,000.00	\$0.00	\$1,500.00	
907-626-G	Thermoplastic Detail Stripe, White 6"	LF	400	\$4.00	\$1,600.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$1,600.00	\$0.00	
907-626-G	Thermoplastic Detail Stripe, Yellow	LF	200	\$4.00	\$800.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$800.00	\$0.00	
907-626-H	Thermoplastic Legend, Bike Lane Symbol	EA	12	\$500.00	\$6,000.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$6,000.00	\$0.00	
907-626-H	Thermoplastic Legend, White	LF	72	\$10.00	\$720.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$720.00	\$0.00	
907-626-Z	Thermoplastic Legend, White 6" Equivalent	LF	1000	\$4.00	\$4,000.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$4,000.00	\$0.00	
630-A	Standard Roadside Signs, Sheet Aluminum, 0.080" Thick	LF	25	\$75.00	\$1,875.00	55	\$4,125.00	0	\$0.00	0	\$0.00	\$4,125.00	(\$2,250.00)	\$206.25	
630-A	Standard Roadside Signs, Sheet Aluminum, 0.125" Thick	LF	114	\$35.00	\$3,990.00	114	\$3,990.00	0	\$0.00	0	\$0.00	\$3,990.00	\$0.00	\$199.50	
630-C	Steel U-Section Posts, 3.0 To 3.5 LB/FT	EA	336	\$24.00	\$8,064.00	360	\$8,640.00	0	\$0.00	0	\$0.00	\$8,640.00	(\$576.00)	\$432.00	
699-A	Roadway Construction Staking	EA	1	\$5,000.00	\$5,000.00	1	\$5,000.00	0	\$0.00	0	\$0.00	\$5,000.00	\$0.00	\$250.00	
202-C	Removal and Replacement of Concrete Curb and Gutter	LF	32	\$90.00	\$2,880.00	0	\$0.00	32	\$2,880.00	0	\$0.00	\$2,880.00	\$0.00	\$144.00	
609-B	Small Concrete Median Island w/Brick Paver	LF	1450	\$55.00	\$79,750.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$79,750.00	\$0.00	
BASE BID TOTAL						\$372,886.50		\$162,007.28		\$21,887.79		\$10,214.75	\$194,109.82	\$178,776.68	\$9,705.49



February 14, 2020

Project No: NS.15481.000

Invoice No: 1063347

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P.O. Box 1898
Hattiesburg, MS 39403

Project NS.15481.000 City of Hattiesburg – Camp Street
Task Order #76

Professional Services from January 1, 2020 to January 31, 2020

Phase	001	CE&I				
Professional Personnel						
			Hours	Rate	Amount	
Senior Project Manager						
Crosby, Geoffrey			23.50	42.70	1,003.45	
Inspector III						
Crosby, Don			87.00	25.00	2,175.00	
Totals			110.50		3,178.45	
Total Labor				2.9 times	3,178.45	9,217.51
Reimbursable Expenses						
Mileage					11.60	
Total Reimbursables				1.0 times	11.60	11.60
				Total this Invoice		\$9,229.11

093695. 7220.69

MB 2019-127



Engineering Progress

V# 90316

March 12, 2020

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. 18 for the above referenced project in the amount of \$29,068.77.

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

Sincerely,

John T. Weeks, P.E.
Project Engineer

/md

Enclosure

cc: C.B. Developers
SDW

093695.7220.70
MB 2018-108

576 days
445 days

Contractor's Application For Payment No. 18

Application Period: Beginning: 1/1/2020 Ending: 1/31/2020		Application Date: 18-Feb-20
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: 2/18/2020

EJCDC No. C-620 (2002 Edition)

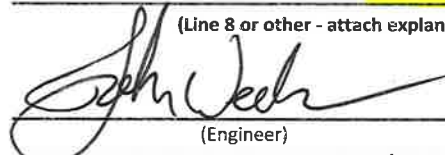
1. ORIGINAL CONTRACT PRICE	\$ 3,721,611.76
2. Net change by Change Orders	\$ 54,779.07
3. CURRENT CONTRACT PRICE (LINE 1 + 2)	\$ 3,776,390.83
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimates)	\$ 3,572,617.82
5. RETAINAGE:	
a. 2.5 % x Work Completed	\$ 89,315.45
b. 5.0% x Stored Material	\$ -
c. Total Retainage (line 5a + line 5b)	\$ 89,315.45
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$ 3,483,302.37
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ 3,454,233.60
8. AMOUNT DUE THIS APPLICATION	\$ 29,068.77
9. BALANCE TO FINISH, PLUS RETAINAGE	
(Column G on Progress Estimate + Line 5 above)	\$ 293,088.46

Payment of:

\$29,068.77

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

Is recommended by:


(Engineer)

3/12/20
(Date)

Payment of:

\$29,068.77

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

Is approved by:

(Owner)

(Date)

Is approved by:

(Owner)

(Date)

Approved by:

(Funding Agency, if applicable)

(Date)

Progress Estimate

Contractor's Application

For Contract:		COMPREHENSIVE SEWER/WATER PHASE 8			Application Number:		18				
Application Period:		1/1/2020 TO 1/31/2020			Application Date:		18-Feb-20				
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)	(B)
	CAMP STREET AREA SEWER PIPE ITEMS										
1	8" SDR-26 PVC SEWER PIPE (0-6')	2109.0	\$ 48.54	\$ 102,370.86	2172.18	\$ 105,437.62	\$ -	\$ 105,437.62	103%	\$ (3,066.76)	
2	8" SDR-26 PVC SEWER PIPE (6'-8')	5576.0	\$ 50.96	\$ 284,152.96	6026.49	\$ 307,109.93	\$ -	\$ 307,109.93	108%	\$ (22,956.97)	
3	8" SDR-26 PVC SEWER PIPE (8'-10')	2961.0	\$ 53.38	\$ 158,058.18	3193.55	\$ 170,471.70	\$ -	\$ 170,471.70	108%	\$ (12,413.52)	
4	8" SDR-26 PVC SEWER PIPE (10'-12')	863.0	\$ 55.81	\$ 48,164.03	788.78	\$ 44,021.81	\$ -	\$ 44,021.81	91%	\$ 4,142.22	
5	8" SDR-26 PVC SEWER PIPE (12'-14')	249.0	\$ 59.44	\$ 14,800.56	106.00	\$ 6,300.64	\$ -	\$ 6,300.64	43%	\$ 8,499.92	
6	10" SDR-26 PVC SEWER PIPE (0-6')	25.0	\$ 51.64	\$ 1,291.00		\$ -	\$ -	\$ -		\$ 1,291.00	
7	10" SDR-26 PVC SEWER PIPE (6'-8')	351.0	\$ 54.06	\$ 18,975.06	429.00	\$ 23,191.74	\$ -	\$ 23,191.74	122%	\$ (4,216.68)	
8	10" SDR-26 PVC SEWER PIPE (8'-10')	325.0	\$ 56.48	\$ 18,356.00	354.29	\$ 20,010.30	\$ -	\$ 20,010.30	109%	\$ (1,654.30)	
9	10" SDR-26 PVC SEWER PIPE (10'-12')	239.0	\$ 58.91	\$ 14,079.49	341.71	\$ 20,130.14	\$ -	\$ 20,130.14	143%	\$ (6,050.65)	
10	10" SDR-26 PVC SEWER PIPE (12'-14')	130.0	\$ 62.54	\$ 8,130.20	134.00	\$ 8,380.36	\$ -	\$ 8,380.36	103%	\$ (250.16)	
11	10" SDR-26 PVC SEWER PIPE (14'-16')	67.0	\$ 78.28	\$ 5,244.76	76.00	\$ 5,949.28	\$ -	\$ 5,949.28	113%	\$ (704.52)	
12	8" DUCTILE IRON SEWER PIPE (0-6')	384.0	\$ 79.57	\$ 30,554.88	400.00	\$ 31,828.00	\$ -	\$ 31,828.00	104%	\$ (1,273.12)	
13	8" DUCTILE IRON SEWER PIPE (6'-8')	20.0	\$ 89.26	\$ 1,785.20		\$ -	\$ -	\$ -		\$ 1,785.20	
14	10" DUCTILE IRON SEWER PIPE (0-6')	25.0	\$ 105.96	\$ 2,649.00	12.00	\$ 1,271.52	\$ -	\$ 1,271.52	48%	\$ 1,377.48	
15	10" DUCTILE IRON SEWER PIPE (6'-8')	30.0	\$ 109.59	\$ 3,287.70	38.00	\$ 4,164.42	\$ -	\$ 4,164.42	127%	\$ (876.72)	
16	REMOVAL OF EXISTING SEWER LINE	10650.0	\$ 3.63	\$ 38,659.50	12382.00	\$ 44,946.66	\$ -	\$ 44,946.66	116%	\$ (6,287.16)	
17	ABANDONMENT OF EXISTING SEWER LINE (ALL SIZES)	3220.0	\$ 6.67	\$ 21,477.40		\$ -	\$ -	\$ -		\$ 21,477.40	
18	TRACER WIRE SYSTEM FOR SEWER	19153.0	\$ 1.44	\$ 27,580.32	18859.86	\$ 27,158.20	\$ -	\$ 27,158.20	98%	\$ 422.12	
	SEWER MANHOLE ITEMS										
19	48" PRECAST CONCRETE SEWER MANHOLE (0-6)	6.0	\$ 2,339.80	\$ 14,038.80	19.00	\$ 44,456.20	\$ -	\$ 44,456.20	317%	\$ (30,417.40)	
20	48" PRECAST CONCRETE SEWER MANHOLE (6-8)	32.0	\$ 3,040.17	\$ 97,285.44	32.00	\$ 97,285.44	\$ -	\$ 97,285.44	100%	\$ -	
21	48" PRECAST CONCRETE SEWER MANHOLE (8-10)	8.0	\$ 3,491.71	\$ 27,933.68	9.00	\$ 31,425.39	\$ -	\$ 31,425.39	113%	\$ (3,491.71)	
22	48" PRECAST CONCRETE SEWER MANHOLE (10-12)	1.0	\$ 4,051.04	\$ 4,051.04	1.00	\$ 4,051.04	\$ -	\$ 4,051.04	100%	\$ -	
	TOTALS			\$ 942,926.06		\$ 997,590.38	\$ -	\$ 997,590.38		\$ (54,664.32)	

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.

Progress Estimate

Contractor's Application

For (contract):	COMPREHENSIVE SEWER/WATER PHASE B					Application Number:		18			
Application Period:	1/1/2020		TO		1/31/2020	Application Date:		18-Feb-20			
	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)
	Subtotal from Previous Page				\$ 942,926.06		\$ 997,590.38	\$ -	\$ 997,590.38		\$ (54,664.32)
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 TYPES)	35.0	\$ 302.70	\$ 10,594.50		45.00	\$ 13,621.50	\$ -	\$ 13,621.50	129%	\$ (3,027.00)
32	ABANDONMENT OF EXISTING MANHOLE	12.0	\$ 393.51	\$ 4,722.12		3.00	\$ 1,180.53	\$ -	\$ 1,180.53	25%	\$ 3,541.59
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		230.00	\$ 86,321.30	\$ -	\$ 86,321.30	100%	\$ 375.31
35	4" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	316.0	\$ 39.97	\$ 12,630.52		756.00	\$ 30,217.32	\$ -	\$ 30,217.32	239%	\$ (17,586.80)
36	6" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	3792.0	\$ 27.33	\$ 103,635.36		3,929.00	\$ 107,379.57	\$ -	\$ 107,379.57	104%	\$ (3,744.21)
37	8"x8"x6" PVC SERVICE TEE	203.0	\$ 191.79	\$ 38,933.37		209.00	\$ 40,084.11	\$ -	\$ 40,084.11	103%	\$ (1,150.74)
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 CUT)	40.0	\$ 13.39	\$ 535.60			\$ -	\$ -	\$ -		\$ 535.60
41	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	8340.0	\$ 26.87	\$ 224,095.80		7,899.00	\$ 212,246.13	\$ -	\$ 212,246.13	95%	\$ 11,849.67
42	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	4680.0	\$ 32.38	\$ 151,538.40		5,354.00	\$ 173,362.52	\$ -	\$ 173,362.52	114%	\$ (21,824.12)
43	3" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTING)	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 FITTING)	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		19,447.50	\$ 25,865.18	\$ -	\$ 25,865.18	85%	\$ 4,543.95
	TOTALS				\$ 1,738,736.13		\$ 1,802,993.96	\$ -	\$ 1,802,993.96		\$ (64,257.83)

EJCDC No. C-620 (2002 Edition)

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Progress Estimate

Contractor's Application

For (contract):		COMPREHENSIVE SEWER/WATER PHASE 8				Application Number:		18		
Application Period:		1/1/2020 TO 1/31/2020		Application Date:		18 Feb 20				
	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 (F)
	Subtotal from Previous Page			\$ 1,738,736.13		\$ 1,802,993.96	\$ -	\$ 1,802,993.96		\$ (64,257.83)
	WATER CONNECTION ITEMS									
46	CUT AND CAP EXISTING WATER LINE IN PLACE	6.0	\$ 644.87	\$ 3,869.22	2.00	\$ 1,289.74	\$ -	\$ 1,289.74	33%	\$ 2,579.48
47	CONNECTION: PROPOSED 6" TO EXISTING 2" (STRAIGHT-REDU	1.0	\$ 1,038.87	\$ 1,038.87		\$ -	\$ -	\$ -		\$ 1,038.87
48	CONNECTION: PROPOSED 6" TO EXISTING 6" (STRAIGHT-COU	2.0	\$ 1,006.18	\$ 2,012.36	2.00	\$ 2,012.36	\$ -	\$ 2,012.36	100%	\$ -
49	CONNECTION: PROPOSED 6" TO EXISTING 6" (TEE & OTHER FI	3.0	\$ 1,549.82	\$ 4,649.46	2.00	\$ 3,099.64	\$ -	\$ 3,099.64	67%	\$ 1,549.82
50	CONNECTION: PROPOSED 6" TO EXISTING 6" (HOT TAP w/ VA	8.0	\$ 3,500.42	\$ 28,003.36	12.00	\$ 42,005.04	\$ -	\$ 42,005.04	150%	\$ (14,001.68)
51	CONNECTION: PROPOSED 6" TO EXISTING 12" (HOT TAP w/ VA	2.0	\$ 4,419.42	\$ 8,838.84	2.00	\$ 8,838.84	\$ -	\$ 8,838.84	100%	\$ -
52	CONNECTION: PROPOSED 6" TO PROPOSED 6" (TEE & OTHER	1.0	\$ 934.74	\$ 934.74	1.00	\$ 934.74	\$ -	\$ 934.74	100%	\$ -
53	CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER FI	11.0	\$ 1,657.59	\$ 18,233.49	7.00	\$ 11,603.13	\$ -	\$ 11,603.13	64%	\$ 6,630.36
54	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/ VA	1.0	\$ 4,269.28	\$ 4,269.28	2.00	\$ 8,538.56	\$ -	\$ 8,538.56	200%	\$ (4,269.28)
55	CONNECTION: PROPOSED 8" TO EXISTING 8" (HOT TAP w/ VA	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/ VA	3.0	\$ 6,336.12	\$ 19,008.36	4.00	\$ 25,344.48	\$ -	\$ 25,344.48	133%	\$ (6,336.12)
57	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & OTHER	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	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	25.00	\$ 21,764.25	\$ -	\$ 21,764.25	93%	\$ 1,741.14
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,	16.0	\$ 3,703.84	\$ 59,261.44	22.00	\$ 81,484.48	\$ -	\$ 81,484.48	138%	\$ (22,223.04)
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.	262.0	\$ 412.88	\$ 99,916.96	192.00	\$ 79,272.96	\$ -	\$ 79,272.96	79%	\$ 20,644.00
64	SERVICE TAP (1") (INCL TAPPING SADDLE, CORP STOP, ETC.)	33.0	\$ 760.38	\$ 25,092.54	14.00	\$ 10,645.32	\$ -	\$ 10,645.32	42%	\$ 14,447.22
65	SERVICE TUBING (OPEN CUT) (3/4")	1985.0	\$ 6.28	\$ 12,465.80	945.50	\$ 5,937.74	\$ -	\$ 5,937.74	48%	\$ 6,528.06
66	SERVICE TUBING (OPEN CUT) (1")	480.0	\$ 6.41	\$ 2,564.00	105.00	\$ 673.05	\$ -	\$ 673.05	25%	\$ 1,890.95
	TOTALS			\$ 2,099,022.17		\$ 2,147,106.72	\$ -	\$ 2,147,106.72		\$ (48,084.55)

ESDC No. C-620 (2002 Edition)

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Progress Estimate

Contractor's Application

For Contract:		COMPREHENSIVE SEWER/WATER PHASE B				Application Number: 18				
Application Period:		1/1/2020 TO 1/31/2020				Application Date: 18-Feb-20				
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (G)
Subtotal from Previous Page				\$ 2,099,022.17		\$ 2,147,106.72		\$ 2,147,106.72		\$ (48,084.55)
67	SERVICE TUBING (BORED) (3/4")	4080.0	\$ 9.92	\$ 40,473.60	5,113.00	\$ 50,720.96		\$ 50,720.96	125%	\$ (10,247.36)
68	SERVICE TUBING (BORED) (1")	400.0	\$ 10.04	\$ 4,016.00	124.00	\$ 1,244.96		\$ 1,244.96	31%	\$ 2,771.04
69	WATER SERVICE METER (3/4")	13.0	\$ 440.65	\$ 5,728.45	13.00	\$ 5,728.45		\$ 5,728.45	100%	\$ -
70	WATER SERVICE METER (1")	2.0	\$ 652.32	\$ 1,304.64						\$ 1,304.64
MISCELLANEOUS CONSTRUCTION ITEMS										
71	CRUSHED AGGREGATE (SIZE 825)	5097.0	\$ 49.58	\$ 252,709.26	7510.73	\$ 392,213.99		\$ 392,213.99	155%	\$ (139,504.73)
72	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	23770.0	\$ 7.68	\$ 182,553.60	23117.00	\$ 177,538.56		\$ 177,538.56	97%	\$ 5,015.04
73	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	1062.0	\$ 65.38	\$ 69,433.56	1286.73	\$ 84,126.41		\$ 84,126.41	121%	\$ (14,692.85)
74	HARDY STREET ROADWAY REPAIR (SPECIAL CONSTRUCTION)	50.0	\$ 332.97	\$ 16,648.50	20.10	\$ 6,692.70		\$ 6,692.70	40%	\$ 9,955.80
75	9.5 MM HOT MIX ASPHALT	1652.0	\$ 133.94	\$ 221,268.88	1034.77	\$ 138,597.09		\$ 138,597.09	63%	\$ 82,671.79
76	19 MM HOT MIX ASPHALT	1273.0	\$ 173.59	\$ 220,980.07						\$ 220,980.07
77	CONCRETE SIDEWALK REPAIR (ALL DEPTHS)	55.0	\$ 66.59	\$ 3,662.45	277.80	\$ 18,498.70		\$ 18,498.70	505%	\$ (14,836.25)
78	CONCRETE CURB & GUTTER (MATCH EXISTING TYPE)	370.0	\$ 96.86	\$ 35,838.20	536.00	\$ 51,916.96		\$ 51,916.96	145%	\$ (16,078.76)
79	CONCRETE DITCH REPAIR	95.0	\$ 26.64	\$ 2,530.80	578.75	\$ 15,417.90		\$ 15,417.90	609%	\$ (12,887.10)
80	CLASS "B" CONCRETE, MINOR STRUCTURES	10.0	\$ 1,816.20	\$ 18,162.00	4.17	\$ 7,573.55		\$ 7,573.55	42%	\$ 10,588.45
81	REINFORCING STEEL	470.0	\$ 4.18	\$ 1,964.60	153.00	\$ 639.54		\$ 639.54	33%	\$ 1,325.06
82	INLET GRATINGS	765.0	\$ 6.87	\$ 5,255.55	127.00	\$ 871.49		\$ 871.49	17%	\$ 4,383.06
83	INLET CASTINGS	79.0	\$ 6.20	\$ 489.80						\$ 489.80
84	12" CORRUGATED HDPE PIPE (DUAL WALL)	64.0	\$ 25.55	\$ 1,635.20	465.00	\$ 12,391.75		\$ 12,391.75	758%	\$ (10,756.55)
85	15" CORRUGATED HDPE PIPE (DUAL WALL)	80.0	\$ 40.48	\$ 809.60	70.00	\$ 809.60		\$ 809.60	100%	\$ -
86	12" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	32.0	\$ 30.83	\$ 986.56	26.00	\$ 801.58		\$ 801.58	81%	\$ 184.98
87	15" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	370.0	\$ 27.86	\$ 10,308.20	160.00	\$ 4,457.60		\$ 4,457.60	43%	\$ 5,850.60
88	18" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	230.0	\$ 32.66	\$ 6,858.60	203.00	\$ 6,629.98		\$ 6,629.98	97%	\$ 228.62
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%	\$ (600.96)
90	REMOVAL OF EXISTING PIPE CROSS DRAINS (ALL SIZES AND DEPTHS)	750.0	\$ 2.42	\$ 1,815.00	697.00	\$ 1,686.74		\$ 1,686.74	93%	\$ 128.26
TOTALS				\$ 3,208,261.37		\$ 3,130,073.27		\$ 3,130,073.27		\$ 78,188.10

EJCDC No. C-420 (2002 Edition)

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

Contractor's Application

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

Monthly Totals

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	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	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
	CAMP STREET AREA SEWER PIPE ITEMS																			
1	8" SDH-26 PVC SEWER PIPE (0-6')			328.29	97.14	289	438	341	74.89		49	-15.14	239	159	272					2172.18
2	8" SDH-26 PVC SEWER PIPE (6'-8')			894.76	649.87	1073	103	203	364.11	50.55	1332	-51.8	259	409	740					6026.49
3	8" SDH-26 PVC SEWER PIPE (8'-10')		651	833.1	660.18	203	96	88	152	119.52	45	183.75		83	80					3193.55
4	8" SDH-26 PVC SEWER PIPE (10'-12')		178	268.85	108.68		152	3		35.93		-108.68		150						788.78
5	8" SDH-26 PVC SEWER PIPE (12'-14')				34.99							-34.99		106						106
6	10" SDH-26 PVC SEWER PIPE (0-6')												48					-48		
7	10" SDH-26 PVC SEWER PIPE (6'-8')	5.36	94.64								128		70	153				-22		429
8	10" SDH-26 PVC SEWER PIPE (8'-10')	147.29	75										50	62				20		354.29
9	10" SDH-26 PVC SEWER PIPE (10'-12')	207.35	36.36										33	48				17		341.71
10	10" SDH-26 PVC SEWER PIPE (12'-14')													101				33		134
11	10" SDH-26 PVC SEWER PIPE (14'-16')													76				-12	12	76
12	8" DUCTILE IRON SEWER PIPE (0-6')			18				181	35	146		19		12				-38	26	400
13	8" DUCTILE IRON SEWER PIPE (6'-8')													38				12	-50	
14	10" DUCTILE IRON SEWER PIPE (0-6')																	38	-26	12
15	10" DUCTILE IRON SEWER PIPE (6'-8')																		38	38
16	REMOVAL OF EXISTING SEWER LINE	960	1035	1609	768	1565	789	816	591	352	913	724	699	869	1092					12382
17	ABANDONMENT OF EXISTING SEWER LINE (ALL SIZES)																			
18	TRACER WIRE SYSTEM FOR SEWER	420	1146	2647	2145.85	1908	1089	1008	783	404	2018	1010	864	1564	1768	85				18859.86
	SEWER MANHOLE ITEMS																			
19	48" PRECAST CONCRETE SEWER MANHOLE (0-6')			1	1	2	1	3	2		2	1		3		2		1		19
20	48" PRECAST CONCRETE SEWER MANHOLE (6-10')			5	1	5	1			1		1	3	3	5					32
21	48" PRECAST CONCRETE SEWER MANHOLE (10-12')		2	2	2		1					1		1						9
22	48" PRECAST CONCRETE SEWER MANHOLE (12-14')		1																	1

Monthly Totals

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	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	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 (10-6) (FLAT TOP)							1												1
25	60" PRECAST CONCRETE SEWER MANHOLE (10-6)																			1
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)																			1
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	4					45
32	ABANDONMENT OF EXISTING MANHOLE																3			3
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	25	7		2		230
35	4" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	2	1	110	52						126			85	194	151		35		756
36	6" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	60	185	422	543	343	300	192	192	52	338	356	165	167	482	111		21		3929
37	8"x8"x6" PVC SERVICE TEE		7	23	30	21	15	11	13	3	19	16	13	12	22	2		2		209
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	82	279		15		7899
42	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)			1328	80		1616	835		31	431	537	318	104	14	60				5354
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	1856	1658	176	15		19447.5

Monthly Totals

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	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	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
	WATER CONNECTION ITEMS																			
46	CUT AND CAP EXISTING WATER LINE IN PLACE																2			2
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				2
50	CONNECTION: PROPOSED 6" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)								1		2	2	2		3	2				12
51	CONNECTION: PROPOSED 6" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)													1		1				2
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)															2				2
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	1					4
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				1		25
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)			1			2	3	4	2	3	1		3		2				22
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	44	41	7	16		192
64	SERVICE TAP (1") (INCL TAPPING SADDLE, CORP STOP, ETC.)								6	2	3					3				14
65	SERVICE RUBBING (OPEN CUT) (3/4")							192	252.5	85	55	61	41	45	12	29	56	117		945.5
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	15	16	17	18	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	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
67	SERVICE TUBING (BORED) (3/4")						10						314	269	1748	1446	120	1206		5113
68	SERVICE TUBING (BORED) (1")															124				124
69	WATER SERVICE METER (3/4")																13			13
70	WATER SERVICE METER (1")																			
	MISCELLANEOUS CONSTRUCTION ITEMS																			
71	CRUSHED AGGREGATE (SIZE #25)	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	611.52	218.61	99.18	240.85		7910.73
72	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	688	2108	2977	1514	1886	1840	780	928	414	2913	1204	1164	2554	1766	215	150	16		23117
73	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)					8						314.8	94.5	270.3			103	490.1	6.03	1286.73
74	HARDY STREET ROADWAY REPAIR (SPECIAL CONSTRUCTION)								20.1											20.1
75	9.5 MM HOT MIX ASPHALT																557.9	476.87		1034.77
76	19 MM HOT MIX ASPHALT																			
77	CONCRETE SIDEWALK REPAIR (ALL DEPTHS)					16						49.6	10.6	10.6			85.9	102.9	2.2	277.8
78	CONCRETE CURB & GUTTER (MATCH EXISTING TYPE)					5						152	37.5	4.5			148.5	188.5		536
79	CONCRETE DITCH REPAIR																		578.75	578.75
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	92		40			485
85	15" CORRUGATED HDPE PIPE (DUAL WALL)												20							20
86	12" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)																		26	26
87	15" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)					24	32			32	48					26	24	-26		160
88	18" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)								19	120							64			203
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			26	88			697

Monthly Totals

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	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	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
91	REMOVAL OF EXISTING CORRUGATED HOPE PIPE (ALL SIZES AND DEPTHS) AND RESET								20	149				16			40	-20		205
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 STRIP																			
96	LEGEND WHITE THERMOPLASTIC TRAFFIC MARKING (6" EQUIVALENT)																			
97	SOLID SOO (INCL. SOO, 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									0.08	1
100	TEMPORARY EROSION CONTROL			0.2	0.1	0.1	0.1	0.1	0.1	0.1									0.1	1
101	MAINTENANCE OF TRAFFIC	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1									0.1	1
102	IMOBILIZATION	0.5			0.5															1
CO1	8" DIA 2.7 POLY BORE											663								663
CO1	12" SDH 26 PVC SEWER PIPE 8-10											14								14
CO1	48" PRECAST DOGHOUSE MANHOLE 8-10																			
CO1	RCP CLASS III 24"																			

194851

Progress Billing Invoice

From: Warren Paving Inc
PO Box 572
Hattiesburg, MS 39403

Invoice #: 14616

Date: 02/23/20

Application #: 29

To: CITY OF HATTIESBURG
P.O. BOX 1898
Attn: Accounts Payable
HATTIESBURG, MS 39403

Invoice Due Date: 03/24/20

Payment Terms: Net 30 days

Contract: 120004- City of Hattiesburg Term Bid Purchase Order 194851

Camp Street Project sewer

Cont Item	Description	Contract Amount	Contract Quantity	Quantity This Period	Quantity JTD	U/M	Unit Price	Amount This Period	Amount To-Date	% Compl
1948511	S 22nd Ave Overlay	38,080.89	437.48	316.45	753.91	TON	87.05000	27,548.97	65,627.88	172.34%
1948513	S 22nd Ave Tack	1,588.00	288.00	192.00	458.00	GAL	8.00000	1,152.00	2,748.00	172.18%
1948514	S 22nd Ave Motor Grader and Operator	975.00	5.00	3.00	8.00	EA	195.00000	585.00	1,580.00	180.00%
1948515	S 22nd Ave Manhole Riser Rings	0.00	0.00	2.00	2.00	EA	205.00000	410.00	410.00	0.00%
1948516	S 22nd Ave Water Valve Riser Rings	300.00	4.00	2.00	8.00	EA	75.00000	150.00	450.00	150.00%
194851FA	S 22nd Ave Fuel Adjustment	-182.48	437.48	316.45	753.91	GAL	-0.44000	-139.24	-331.72	172.34%

OK

093965.7220.70
MB 2019-271

Total Billed To Date: 70,464.14
Less Retainage: 0.00
Less Previous Applications: 40,759.41
Total Due This Invoice: 29,704.73

194854

Progress Billing Invoice

From: Warren Paving Inc
PO Box 572
Hattiesburg, MS 39403

Invoice #: 14634

Date: 02/26/20

Application #: 31

To: CITY OF HATTIESBURG
P.O. BOX 1898
Attn: Accounts Payable
HATTIESBURG, MS 39403

Invoice Due Date: 03/27/20

Payment Terms: Net 30 days

Contract: 120004- City of Hattiesburg Term Bid Purchase Order 194854 O'Ferral

Cont Item	Description	Contract Amount	Contract Quantity	Quantity This Period	Quantity JTD	U/M	Unit Price	Amount This Period	Amount To-Date	% Compl
1948541	O'Ferral St Overlay	43,525.00	500.00	587.89	633.55	TON	87.05000	51,175.82	55,150.52	126.71%
1948542	O'Ferral St Milling	0.00	0.00	0.00	0.00	EA	0.00000	0.00	0.00	0.00%
1948543	O'Ferral St Tack	600.00	100.00	367.00	385.00	GAL	6.00000	2,142.00	2,310.00	385.00%
1948544	O'Ferral St Motor Grader and Operator	1,560.00	8.00	6.00	7.00	HRS	195.00000	1,170.00	1,365.00	87.50%
1948545	O'Ferral St Manhole Riser Rings	1,230.00	6.00	6.00	6.00	EA	205.00000	1,230.00	1,230.00	100.00%
1948546	O'Ferral St Water Valve Riser Rings	900.00	12.00	0.00	4.00	EA	75.00000	0.00	300.00	33.33%
194854FA	O'Ferral St Fuel Adjustment	-41.15	587.89	587.89	587.89	EA	-0.07000	-41.15	-44.35	107.78%

OK

Camp Street Sewer
093695.7220.69

~~Sw~~ Okay to pay
Received 3/11/2020
swatts

Total Billed To Date: 60,311.17
Less Retainage: 0.00
Less Previous Applications: 4,634.50
Total Due This Invoice: 55,676.67

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

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE “CITY”) AUTHORIZING REQUISITION NO. 61 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, the City Council of the City now finds it necessary to approve Requisition No. **61** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$144,244.96** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. **61** from the Project Fund Construction Account under the Loan in the total aggregate amount of **One Hundred Forty-four Thousand Two Hundred Forty-Four and 96/100 dollars (\$144,244.96)** for the purpose of paying Water & Sewer Projects in connection with the loan 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.

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 **7th** day of **April, 2020**.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **7th** day of **April, 2020**.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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:

cc:

Date: Tuesday, April 7, 2020

Re: Approve of the suspension of Land Development Code section 12.4.2 requirement that all appeals be heard within 60 days of filing, and allow for the setting, tabling, or delay of such hearings by the appropriate body until such time that it can be determined that the health risk related to COVID-19 can be adequately mitigated. Said suspension to expire in 90 days unless extended further.

File Number: 2020-240

Minute Book #

Summary

The Land Development Code calls for various appeals to be heard within 60 days of filing by the applicant. This item will create temporary flexibility to extend that deadline for holding such hearings in the event that COVID-19 continues to cause concern about such gatherings.

Recommendation Statement

I recommend placing the above item on the council agenda item for April 7, 2020.

Please place this on the April 7, 2020 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, April 7, 2020

Re: Approve Supplemental Agreement No. 1 with Grady Crawford Construction Co., Inc. for the Comprehensive Sewer/Water Improvements Project Phase X to account for added items and to adjust quantities to actual for a net contract decrease of \$223,968.05; Acknowledge receipt of closing documents; Authorize Mayor to execute Supplemental Agreement No. 1 in quadruplicate; Authorize final acceptance of the project, the Mayor to execute in quadruplicate and issuance of a manual check in payment of the same.
File Number: 2020-238
Minute Book #

Summary

Approve Supplemental Agreement No. 1 with Grady Crawford Construction Co., Inc. for the Comprehensive Sewer/Water Improvements Project Phase X to account for added items and to adjust quantities to actual for a net contract decrease of \$223,968.05; Authorize Mayor to execute Supplemental Agreement No. 1 in quadruplicate; Acknowledge receipt of closing documents; Authorize final acceptance of the project; Authorize issuance of a manual check in payment of the final pay estimate.

Recommendation Statement

I recommend approval of this item.

Please place this on the April 7, 2020 City Council meeting for consideration.



Engineering Progress

March 23, 2020

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

Attn: Lamar Rutland, P.E.

**RE: Comprehensive Sewer/Water Improvements – Phase X
City of Hattiesburg**

Dear Mr. Rutland:

This is to certify the above referenced project has been completed in general conformance with the previously approved plans and specifications. Enclosed please find the following:

1. Pay Estimate No. 7 FINAL in the amount of \$150,730.21
2. Consent of Surety to Final Payment
3. Certificate of Substantial Completion
4. Contractor's Affidavit of Payment of Debts and Claims
5. Contractor's Affidavit of Release of Liens
6. Warranty Letter
7. Contractor's Notarized Statement
8. Four (4) copies of Supplemental Agreement No. 1

Please return two (2) fully executed Supplemental Agreements to our office for further processing.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'John Weeks', is written over the typed name.

John T. Weeks, P.E.
Project Engineer

/md

Enclosures

PERIODIC ESTIMATE FOR PAYMENT

PERIODIC ESTIMATE FOR PAYMENT

NO: 007 and Final

PERIOD: 08/13/19 through 01/06/20

SHEET: 1 of 6

OWNER: City Of Hattiesburg

ENGINEER: SDW Engineering Progress

CONTRACTOR: Grady Crawford Construction Co., Inc. Of Baton Rouge

PROJECT NO.:

PROJECT: Comprehensive Sewer/Water Improvements - Phase X

CONTRACT: Invoice No. 18055-6239

PERCENT COMPLETE: 100%

ORIGINAL CONTRACT TIME: 270 Days

TIME REMAINING: 0 Days

CONTRACT COMPLETION DATE: April 19, 2019

In accordance with this Contract and the attached Estimate for Payment, the Contractor is entitled to payment in the amount stipulated below. The present status of the account for this Contract is as follows:

Change Order

1

Additions

\$9,540.00

Deductions

-\$233,508.05

Net Change: (\$223,968.05)

Original Contract Sum: \$ 2,992,750.30

Change Orders (Net Change): -\$223,968.05

Contract Sum to Date: \$ 2,768,782.25

Material Stored: \$ -

Work Completed to Date:

Total Completed to Date: \$2,768,782.25

5% Retainage: \$ -

Total Earned Less Retainage: \$ 2,768,782.25

Less Previous Estimates: \$2,618,052.04

Total Due This Estimate: \$ 150,730.21

CERTIFICATION OF CONTRACTOR: According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Periodic Estimate for Partial Payment are correct; that all work has been performed and/or material supplied in full accordance with the requirements of the referenced contract, and/or duly authorized deviations, up to and including the last day of the period covered by this Periodic Estimate; and that no part of the "Balance Due This Payment" has been received.

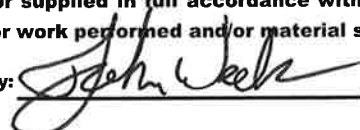
Contractor: Grady Crawford Construction Co., Inc. Of Baton Rouge

By: 

Date: 1/10/2020

CERTIFICATION OF ENGINEER: I certify that I have checked and verified the above and foregoing Periodic Estimate for Partial Payment; that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material supplied by the Contractor; that all work and/or material included in the Periodic Estimate has been inspected by me and/or my duly authorized representative or assistants, and that it has been performed and/or supplied in full accordance with the requirements of the referenced contract; and that partial payment claimed and requested by the Contractor is correctly computed on the basis of work performed and/or material supplied to date.

Engineer: SDW Engineering Progress

By: 

Date: 3/24/20

CERTIFICATION OF OWNER: I do hereby accept the foregoing Periodic Estimate for Payment and do recommend and approve the partial payment claimed and requested by the Contractor.

Owner: City Of Hattiesburg

By: _____

Date: _____

PERIODIC ESTIMATE FOR PAYMENT NO.: 007

PERIOD: 13-Aug-19 through 6-Jan-20

ITEM NO.	DESCRIPTION OF ITEM	SUMMARY ORIGINAL CONTRACT				WORK COMPLETED PREVIOUS PERIODS		ESTIMATE OF WORK COMPLETED THIS PERIOD		ESTIMATE OF WORK COMPLETED TO DATE	
		UNIT PRICE	QUANTITY	UNIT	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION
1	8" SDR 26 PVC Sewer Pipe (0' - 6')	\$35.00	1518.8	LF	\$ 53,158.00	1518.80	\$ 53,158.00	\$ -	-	1,518.80	\$ 53,158.00
2	8" SDR 26 PVC Sewer Pipe (6' - 8')	\$41.00	4691.2	LF	\$ 192,339.20	4691.20	\$ 192,339.20	\$ -	-	4,691.20	\$ 192,339.20
3	8" SDR 26 PVC Sewer Pipe (8' - 10')	\$46.00	1656.6	LF	\$ 76,203.60	1656.60	\$ 76,203.60	\$ -	-	1,656.60	\$ 76,203.60
4	8" SDR 26 PVC Sewer Pipe (10' - 12')	\$60.00	1280.8	LF	\$ 76,848.00	1280.80	\$ 76,848.00	\$ -	-	1,280.80	\$ 76,848.00
5	8" SDR 26 PVC Sewer Pipe (12' - 14')	\$73.00	333.8	LF	\$ 24,367.40	333.80	\$ 24,367.40	\$ -	-	333.80	\$ 24,367.40
6	8" SDR 26 PVC Sewer Pipe (14' - 16')	\$225.00	91.1	LF	\$ 20,497.50	91.10	\$ 20,497.50	\$ -	-	91.10	\$ 20,497.50
7	10" SDR 26 PVC Sewer Pipe (0' - 6')	\$56.00	271.7	LF	\$ 15,215.20	271.70	\$ 15,215.20	\$ -	-	271.70	\$ 15,215.20
8	10" SDR 26 PVC Sewer Pipe (6' - 8')	\$64.00	81.6	LF	\$ 5,222.40	81.60	\$ 5,222.40	\$ -	-	81.60	\$ 5,222.40
9	10" SDR 26 PVC Sewer pipe (8' - 10')	\$97.00	222.1	LF	\$ 21,543.70	222.10	\$ 21,543.70	\$ -	-	222.10	\$ 21,543.70
10	10" SDR 26 PVC Sewer Pipe (10' - 12')	\$138.00	201.5	LF	\$ 27,807.00	201.50	\$ 27,807.00	\$ -	-	201.50	\$ 27,807.00
11	10" SDR 26 PVC Sewer Pipe (12' - 14')	\$221.00	227.1	LF	\$ 50,189.10	227.10	\$ 50,189.10	\$ -	-	227.10	\$ 50,189.10
12	10" SDR 26 PVC Sewer Pipe (14' - 16')	\$324.00	0	LF	\$ -		\$ -	\$ -	-	0.00	\$ -
13	8" Ductile Iron Sewer Pipe (0' - 6')	\$66.00	0	LF	\$ -		\$ -	\$ -	-	0.00	\$ -
14	8" Ductile Iron Sewer Pipe (6' - 8')	\$72.00	10	LF	\$ 720.00	10.00	\$ 720.00	\$ -	-	10.00	\$ 720.00
15	12" steel casing .25 open cut all depths	\$167.00	60	LF	\$ 10,020.00	60.00	\$ 10,020.00	\$ -	-	60.00	\$ 10,020.00
16	Removal Of Existing Sewer Line	\$6.50	13071.3	LF	\$ 84,963.45	13071.30	\$ 84,963.45	\$ -	-	13,071.30	\$ 84,963.45
17	Abandonment of Existing Sewer Line (All Sizes)	\$6.50	510.4	LF	\$ 3,317.60	510.40	\$ 3,317.60	\$ -	-	510.40	\$ 3,317.60
18	Tracer Wire System for Sewer	\$0.30	13963.3	LF	\$ 4,188.99	13963.30	\$ 4,188.99	\$ -	-	13,963.30	\$ 4,188.99
Sewer Manhole Items											
19	48" Precast Concrete Sewer Manhole (0' - 6')	\$2,450.00	9.00	EA	\$ 22,050.00	9.00	\$ 22,050.00	\$ -	-	9.00	\$ 22,050.00
20	48" Precast Concrete Sewer Manhole (6' - 8')	\$2,900.00	21.00	EA	\$ 60,900.00	21.00	\$ 60,900.00	\$ -	-	21.00	\$ 60,900.00
21	48" Precast Concrete Sewer Manhole (8' - 10')	\$3,675.00	3.00	EA	\$ 11,025.00	3.00	\$ 11,025.00	\$ -	-	3.00	\$ 11,025.00
22	48" Precast Concrete Sewer Manhole (10' - 12')	\$5,440.00	3.00	EA	\$ 16,320.00	3.00	\$ 16,320.00	\$ -	-	3.00	\$ 16,320.00
23	48" Precast Concrete Sewer Manhole (12' - 14')	\$7,225.00	1.00	EA	\$ 7,225.00	1.00	\$ 7,225.00	\$ -	-	1.00	\$ 7,225.00
24	48" Precast Concrete Sewer Manhole (14' - 16')	\$4,400.00	1.00	EA	\$ 4,400.00	1.00	\$ 4,400.00	\$ -	-	1.00	\$ 4,400.00
25	48" Precast Concrete Sewer Manhole (6' - 8') Doghouse	\$5,875.00	0.00	EA	\$ -		\$ -	\$ -	-	0.00	\$ -
26	48" Precast Concrete Sewer Manhole (10' - 12') Doghouse	\$7,940.00	0.00	EA	\$ -		\$ -	\$ -	-	0.00	\$ -
27	60" Precast Concrete Sewer Manhole (0' - 6')	\$3,865.00	1.00	EA	\$ 3,865.00	1.00	\$ 3,865.00	\$ -	-	1.00	\$ 3,865.00
28	60" Precast Concrete Sewer Manhole (6' - 8')	\$5,100.00	3.00	EA	\$ 15,300.00	3.00	\$ 15,300.00	\$ -	-	3.00	\$ 15,300.00

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		UNIT PRICE	QUANTITY	UNIT	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION
29	60" Precast Concrete Sewer Manhole (8' - 10')	\$6,250.00	1.00	EA	\$ 6,250.00	1.00	\$ 6,250.00	\$ -	-	1.00	\$ 6,250.00
30	60" Precast Concrete Sewer Manhole (10' - 12')	\$8,150.00	3.00	EA	\$ 24,450.00	3.00	\$ 24,450.00	\$ -	-	3.00	\$ 24,450.00
31	60" Precast Concrete Sewer Manhole (12' - 14')	\$12,850.00	0.00	EA	\$ -		\$ -	\$ -	-	0.00	\$ -
32	60" Precast Concrete Sewer Manhole (6' - 8') (Doghouse)	\$7,350.00	1.00	EA	\$ 7,350.00	1.00	\$ 7,350.00	\$ -	-	1.00	\$ 7,350.00
33	60" Precast Concrete Splitter Sewer Manhole (10' - 12') (Doghouse)	\$11,650.00	1.00	EA	\$ 11,650.00	1.00	\$ 11,650.00	\$ -	-	1.00	\$ 11,650.00
34	Demolition and Removal Of Existing Manholes (All Types)	\$750.00	40.00	EA	\$ 30,000.00	40.00	\$ 30,000.00	\$ -	-	40.00	\$ 30,000.00
35	Abandonment of Existing Manhole	\$400.00	2.00	EA	\$ 800.00	2.00	\$ 800.00	\$ -	-	2.00	\$ 800.00
36	Drop Manhole Assembly (All Depths)	\$2,500.00	7.00	EA	\$ 17,500.00	7.00	\$ 17,500.00	\$ -	-	7.00	\$ 17,500.00
37	1000 gallon, concrete grease trap 6" walls traffic rated	\$18,895.00	1.00	EA	\$ 18,895.00	1.00	\$ 18,895.00	\$ -	-	1.00	\$ 18,895.00
Sewer Service Items											
38	4" Sanitary Sewer Service Cleanout	\$365.00	151.00	EA	\$ 55,115.00	151.00	\$ 55,115.00	\$ -	-	151.00	\$ 55,115.00
39	4" SDR 26 PVC Pipe Sanitary Sewer Service (Inci Fittings)	\$30.00	288.00	LF	\$ 8,640.00	288.00	\$ 8,640.00	\$ -	-	288.00	\$ 8,640.00
40	6" SDR 26 PVC Pipe Sanitary Sewer Service (Inci Fittings)	\$30.00	3483.50	LF	\$ 104,505.00	3483.50	\$ 104,505.00	\$ -	-	3,483.50	\$ 104,505.00
41	8" x 8" x 6" PVC Service Tee	\$120.00	152.00	EA	\$ 18,240.00	152.00	\$ 18,240.00	\$ -	-	152.00	\$ 18,240.00
42	10" x 10" x 6" PVC Service Tee	\$390.00	8.00	EA	\$ 3,120.00	8.00	\$ 3,120.00	\$ -	-	8.00	\$ 3,120.00
43	8" x 8" x 6" Ductile Iron Service Tee	\$950.00	0.00	EA	\$ -		\$ -	\$ -	-	0.00	\$ -
44	Service tap on existing 8" sewer main	\$2,500.00	0.00	EA	\$ -		\$ -	\$ -	-	0.00	\$ -
Water Pipe Items											
45	2" & Under 150 PSI PVC Water Pipe for Connections (Open Cut)	\$20.00	0.00	LF	\$ -		\$ -	\$ -	-	0.00	\$ -
46	6" Class 350 Ductile Iron Water Pipe (Open Cut)	\$24.00	6947.00	LF	\$ 166,728.00	6947.00	\$ 166,728.00	\$ -	-	6,947.00	\$ 166,728.00
47	8" 200 PSI, DR11, HDPE (Directional Bore) (Inci. Adapter fittings)	\$77.00	0.00	LF	\$ -		\$ -	\$ -	-	0.00	\$ -
48	Tracer Wire System for Water	\$0.30	9632.00	LF	\$ 2,889.60	9632.00	\$ 2,889.60	\$ -	-	9,632.00	\$ 2,889.60
Water Connection Items											
49	Cut and Cap Existing Water Line in Place	\$400.00	6.00	EA	\$ 2,400.00	6.00	\$ 2,400.00	\$ -	-	6.00	\$ 2,400.00
50	Connection: Proposed 6" to Existing 6" (Straight - Coupling)	\$785.00	1.00	EA	\$ 785.00	1.00	\$ 785.00	\$ -	-	1.00	\$ 785.00
51	Connection: Proposed 6" to Existing 6" (Tee & other fittings)	\$1,266.00	3.00	EA	\$ 3,798.00	3.00	\$ 3,798.00	\$ -	-	3.00	\$ 3,798.00

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		UNIT PRICE	QUANTITY	UNIT	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION
52	Connection: Proposed 6" to Existing 6" (Hot Tap w/Valve Assembly)	\$3,000.00	1.00	EA	\$ 3,000.00	1.00	\$ 3,000.00	\$	-	1.00	\$ 3,000.00
53	Connection: Proposed 6" to Existing 8" (Hot Tap w/Valve Assembly)	\$3,000.00	2.00	EA	\$ 6,000.00	2.00	\$ 6,000.00	\$	-	2.00	\$ 6,000.00
54	Connection: Proposed 6" to Existing 20" (Hot Tap w/Valve Assembly)	\$5,000.00	6.00	EA	\$ 30,000.00	6.00	\$ 30,000.00	\$	-	6.00	\$ 30,000.00
55	Connection: Proposed 6" to Proposed 6" (Tee & other fittings)	\$1,075.00	3.00	EA	\$ 3,225.00	3.00	\$ 3,225.00	\$	-	3.00	\$ 3,225.00
Water Valve Items											
56	6" Gate Valve	\$1,800.00	19.00	EA	\$ 34,200.00	19.00	\$ 34,200.00	\$	-	19.00	\$ 34,200.00
Water Fire Protection Items											
57	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	\$3,900.00	12.00	EA	\$ 46,800.00	12.00	\$ 46,800.00	\$	-	12.00	\$ 46,800.00
58	Removal of Existing Fire Hydrant	\$500.00	5.00	EA	\$ 2,500.00	5.00	\$ 2,500.00	\$	-	5.00	\$ 2,500.00
Water Service Items											
59	Service Tap (3/4") (Incl: Tapping Saddle, Corp Stop, etc)	\$325.00	117.00	EA	\$ 38,025.00	117.00	\$ 38,025.00	\$	-	117.00	\$ 38,025.00
60	Service Tap (1") (Incl: Tapping Saddle, Corp Stop, etc)	\$500.00	1.00	EA	\$ 500.00	1.00	\$ 500.00	\$	-	1.00	\$ 500.00
61	Service Tubing (Open Cut) (3/4")	\$20.00	2253.00	LF	\$ 45,060.00	2253.00	\$ 45,060.00	\$	-	2,253.00	\$ 45,060.00
62	Service Tubing (Open Cut) (1")	\$20.00	0.00	LF	\$ -		\$ -	\$	-	0.00	\$ -
63	Service Tubing (Bored) (3/4")	\$24.00	424.00	LF	\$ 10,176.00	424.00	\$ 10,176.00	\$	-	424.00	\$ 10,176.00
64	Service Tubing (Bored) (1")	\$24.00	8.00	LF	\$ 192.00	8.00	\$ 192.00	\$	-	8.00	\$ 192.00
65	Remove relocate and reset existing water meter	\$250.00	0.00	EA	\$ -		\$ -	\$	-	0.00	\$ -
66	Water Service Meter (3/4")	\$445.00	0.00	EA	\$ -		\$ -	\$	-	0.00	\$ -
67	Water Service Meter (1")	\$1,000.00	0.00	EA	\$ -		\$ -	\$	-	0.00	\$ -
Miscellaneous Construction Items											
68	Crushed Aggregate (Size 610)	\$48.00	5902.75	TON	\$ 283,332.00	5902.75	\$ 283,332.00	\$	-	5,902.75	\$ 283,332.00
69	Select Fill Material (Class 9, Group C), LVM	\$14.00	10780.00	CY	\$ 150,920.00	10780.00	\$ 150,920.00	\$	-	10,780.00	\$ 150,920.00
70	Concrete Pavement Repair (All Depths)	\$85.00	1340.61	SY	\$ 113,951.85	1340.61	\$ 113,951.85	\$	-	1,340.61	\$ 113,951.85
71	Hardy Street Roadway Replar (Special Construction)	\$136.00	123.54	SY	\$ 16,801.44	123.54	\$ 16,801.44	\$	-	123.54	\$ 16,801.44
72	9.5 mm Hot Mix Asphalt	\$115.00	2849.56	TON	\$ 327,699.40	2849.56	\$ 327,699.40	\$	-	2,849.56	\$ 327,699.40
73	19 mm Hot Mix Asphalt	\$165.00	93.08	TON	\$ 15,358.20	93.08	\$ 15,358.20	\$	-	93.08	\$ 15,358.20
74	Brick Sidewalk Repair (All Depths)	\$400.00	0.00	SY	\$ -		\$ -	\$	-	0.00	\$ -

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75	Concrete Sidewalk Repair (All Depths)	\$45.00	203.04	SY	\$ 9,136.80	203.04	\$ 9,136.80	\$ -	-	203.04	\$ 9,136.80
76	Concrete Curb & Gutter (Match Existing Type)	\$25.00	316.20	LF	\$ 7,905.00	316.20	\$ 7,905.00	\$ -	-	316.20	\$ 7,905.00
77	Concrete Ditch Repair	\$50.00	402.00	SF	\$ 20,100.00	402.00	\$ 20,100.00	\$ -	-	402.00	\$ 20,100.00
78	Concrete pipe piers incl concrete reinf straps	\$3,785.00	2.00	EA	\$ 7,570.00	2.00	\$ 7,570.00	\$ -	-	2.00	\$ 7,570.00
79	Class "B" Concrete, Minor Structures	\$459.00	6.62	CY	\$ 3,038.58	6.62	\$ 3,038.58	\$ -	-	6.62	\$ 3,038.58
80	Reinforcing Steel	\$2.00	124.62	IBS	\$ 249.24	124.62	\$ 249.24	\$ -	-	124.62	\$ 249.24
81	Inlet Gratings	\$6.00	0.00	IBS	\$ -		\$ -	\$ -	-	0.00	\$ -
82	Inlet Castings	\$6.00	331.00	IBS	\$ 1,986.00	331.00	\$ 1,986.00	\$ -	-	331.00	\$ 1,986.00
83	12" Corrugated HDPE Pipe (Dual Wall)	\$36.00	0.00	LF	\$ -		\$ -	\$ -	-	0.00	\$ -
84	15" Corrugated HDPE Pipe (Dual Wall)	\$55.00	40.00	LF	\$ 2,200.00	40.00	\$ 2,200.00	\$ -	-	40.00	\$ 2,200.00
85	12" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	\$43.00	0.00	LF	\$ -		\$ -	\$ -	-	0.00	\$ -
86	15" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	\$59.00	24.00	LF	\$ 1,416.00	24.00	\$ 1,416.00	\$ -	-	24.00	\$ 1,416.00
87	18" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	\$80.00	0.00	LF	\$ -		\$ -	\$ -	-	0.00	\$ -
88	24" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	\$120.00	0.00	LF	\$ -		\$ -	\$ -	-	0.00	\$ -
89	30" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	\$150.00	36.00	LF	\$ 5,400.00	36.00	\$ 5,400.00	\$ -	-	36.00	\$ 5,400.00
90	36" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	\$200.00	0.00	LF	\$ -		\$ -	\$ -	-	0.00	\$ -
91	Removal Of Existing Pipe Cross Drains (All Sizes and Depths)	\$10.00	36.00	LF	\$ 360.00	36.00	\$ 360.00	\$ -	-	36.00	\$ 360.00
92	Removal Of Existing Corrugated HDPE Pipe (All Sizes and Depths and Reset	\$10.00	25.00	LF	\$ 250.00	25.00	\$ 250.00	\$ -	-	25.00	\$ 250.00
93	Remove, Salvage and Reset Existing Wood Fence	\$15.00	0.00	LF	\$ -	78.00	\$ 1,170.00	-70.00	\$ (1,050.00)	8.00	\$ 120.00
94	Remove, Salvage and Reset Existing Net Wire Fence	\$15.00	0.00	LF	\$ -		\$ -	\$ -	-	0.00	\$ -
95	Remove, Salvage and Reset Existing Chain Line Fence	\$15.00	100.00	LF	\$ 1,500.00	100.00	\$ 1,500.00	\$ -	-	100.00	\$ 1,500.00
96	Remove salvage and reset dumpster enclosure as detailed	\$10,000.00	1.00	LS	\$ 10,000.00	1.00	\$ 10,000.00	\$ -	-	1.00	\$ 10,000.00
97	6" Yellow Thermoplastic Detail Traffic Strip	\$4.00	0.00	LF	\$ -		\$ -	\$ -	-	0.00	\$ -
98	Lengend White Thermoplastic Traffic Marking (6" Equivalent)	\$4.00	1142.00	LF	\$ 4,568.00		\$ -	1142.00	\$ 4,568.00	1,142.00	\$ 4,568.00
99	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, etc.)	\$8.00	4750.00	SY	\$ 38,000.00	4750.00	\$ 38,000.00	\$ -	-	4,750.00	\$ 38,000.00

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100	Landscape Retoration (Inc. Top Soil, Plants, Mulch, Watering, etc.)	\$35.00	972.00	SF	\$ 34,020.00	972.00	\$ 34,020.00	\$	-	972.00	\$ 34,020.00
101	Clearing and Grubbing	\$7,500.00	1.00	ACRE	\$ 7,500.00	1.00	\$ 7,500.00	\$	-	1.00	\$ 7,500.00
102	Temporary Erosion Control	\$10,000.00	1.00	LS	\$ 10,000.00	1.00	\$ 10,000.00	\$	-	1.00	\$ 10,000.00
103	Maintenance Of Traffic	\$40,000.00	1.00	LS	\$ 40,000.00	1.00	\$ 40,000.00	\$	-	1.00	\$ 40,000.00
104	Mobilization	\$135,500.00	1.00	LS	\$ 135,500.00	1.00	\$ 135,500.00	\$	-	1.00	\$ 135,500.00
Added per Supplemental Agreement No.1											
105	Remove and Install New 6 FT Fence Board	\$30.00	78.00	LS	\$ 2,340.00		\$ -	78.00	\$ 2,340.00	78.00	\$ 2,340.00
106	Existing Water Line Leak Repairs	\$200.00	36.00	LS	\$ 7,200.00		\$ -	36.00	\$ 7,200.00	36.00	\$ 7,200.00
XXX	Remove, Salvage and Reset Existing Wood Fence	\$15.00	0.00	LS	\$ -		\$ -	-8.00	\$ (120.00)	(8.00)	\$ (120.00)
TOTAL					\$2,768,782.25		\$ 2,755,844.25		\$12,938.00		\$2,768,782.25



AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☒
OTHER	☐

PROJECT : *(Name and address)*

Comprehensive Sewer/Water Improvements - Phase X

ARCHITECTS PROJECT NUMBER: Phase X

CONTRACT FOR: Comprehensive Sewer/Water Improvements
Ph.X - Quinn Street Area

CONTRACT DATED: 5/31/2018

TO OWNER : *(Name and address)*

City of Hattiesburg

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Hartford Accident & Indemnity Company
One Hartford Plaza Hartford, CT 06155

, SURETY,

on bond of

(Insert name and address of Contractor)

Grady Crawford Construction Company, Inc. of Baton Rouge
PO BOX 967 Baton Rouge, LA 70821

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
any of its obligations to

(Insert name and address of Owner)

City of Hattiesburg, MS
200 Forrest Street Hattiesburg, MS 39401

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: 2/11/2020

(Insert in writing the month followed by the numeric date and year.)

Hartford Accident & Indemnity Company

(Surety)

(Signature of authorized representative)

David Alligood, Attorney-In-Fact

(Printed name and title)

Attest:

(Seal):

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: HUB INTERNATIONAL MIDWEST LIMITED

Agency Code: 43-482992

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of** Unlimited :

David Alligood of Metairie LA, William P. Garcia, Thomas A. LaPorte Jr., Henry L. Marye Jr., Brenda A. Riddle, James J. Tassin of BATON ROUGE, Louisiana

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Nora M. Stranko

Nora M. Stranko
Notary Public

My Commission Expires March 31, 2018

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of 2/11/2020 Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President



AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT:
(Name and address)

 Comprehensive Sewer/Water
Improvements - Phase X

PROJECT NUMBER:

 /
CONTRACT FOR: General Construction

CONTRACT DATE:

 OWNER: ☐

 ARCHITECT: ☐

 CONTRACTOR: ☐

 FIELD: ☐

 OTHER: ☐
TO OWNER:
(Name and address)

City of Hattiesburg

TO CONTRACTOR:
(Name and address)

 Grady Crawford Construction Co., Inc.
12290 Greenwell Springs Rd.
Baton Rouge, LA 70814

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty
Date of Commencement
ARCHITECT
BY
DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$0.00

The Contractor will complete or correct the Work on the list of items attached hereto within Zero (0) days from the above date of Substantial Completion.

Grady Crawford Construction Co., Inc.

CONTRACTOR
BY
DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (time) on (date).

City of Hattiesburg

OWNER
BY
DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)



AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*

Comprehensive Sewer/Water
Improvements - Phase X

TO OWNER: *(Name and address)*

City of Hattiesburg

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR:

CONTRACT DATED:

OWNER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

STATE OF: Mississippi

COUNTY OF: Forrest

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. **Consent of Surety to Final Payment.** Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment

☐ Yes ☐ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

Grady Crawford Construction Co., Inc.
12290 Greenwell Springs Rd.
Baton Rouge, LA 70814

BY:

(Signature of authorized representative)

Hugh T. Johnson, President
(Printed name and title)

Subscribed and sworn to before me on this date: *2/3/2000*

Notary Public:

My Commission Expires: *at death*



OFFICIAL SEAL
TRACY SAUCIER
NOTARY ID # 15287
STATE OF LOUISIANA
PARISH OF LIVINGSTON
My Commission is for Life

AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i> Comprehensive Sewer/Water Improvements - Phase X	ARCHITECT'S PROJECT NUMBER:	OWNER: ☐
TO OWNER: <i>(Name and address)</i> City of Hattiesburg	CONTRACT FOR: CONTRACT DATED:	ARCHITECT: ☐ CONTRACTOR: ☐ SURETY: ☐ OTHER: ☐

STATE OF: Mississippi
COUNTY OF: Forrest

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

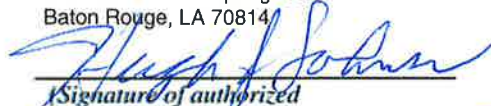
SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

Grady Crawford Construction Co., Inc.
12290 Greenwell Springs Rd.
Baton Rouge, LA 70814

BY:


(Signature of authorized representative)

Hugh F. Johnson, Pres./dot
(Printed name and title)

Subscribed and sworn to before me on this date: *2/3/2020*

Notary Public:

My Commission Expires:



Tracy Sautier #15287
OFFICIAL SEAL
TRACY SAUTIER
NOTARY ID # 15287
STATE OF LOUISIANA
PARISH OF LIVINGSTON
My Commission is for Life



Grady Crawford

CONSTRUCTION COMPANY, INC.

Shows, Dearman & Waits, Inc. Consulting Engineers
301 Second Ave.
Hattiesburg, MS. 39401

January 31, 2020

Comprehensive Sewer/Water Improvements – Phase X
Pearl and Quinn Streets Area
For the City Of Hattiesburg

Contractor's Notarized Statement of Guarantee/s:

Attn: John Weeks

All work completed on the above referenced Project, by Grady Crawford Construction Company of Baton Rouge states the following.

WE HEREBY GUARANTEE ALL WORK PERFORMED BY US ON THE ABOVE CAPTION PROJECT TO BE FREE FROM DEFECTIVE MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR, OR SUCH LONGER PERIOD OF TIME AS MAY BE CALLED FOR IN THE CONTRACT DOCUMENTS FOR SUCH PORTIONS OF WORK.

SINCERELY,



Hugh J. Johnson, President

Grady Crawford Construction Co. Inc.



1/31/2020
OFFICIAL SEAL
TRACY SAUCIER
NOTARY ID # 18867
STATE OF LOUISIANA
PARISH OF LIVINGSTON
My Commission is for Life





Grady Crawford

CONSTRUCTION COMPANY, INC.

Shows, Dearman & Waits, Inc. Consulting Engineers
301 Second Ave.
Hattiesburg, MS. 39401

January 31, 2020

Comprehensive Sewer/Water Improvements – Phase X
Pearl and Quinn Streets Area
For the City Of Hattiesburg

Contractor's Notarized Statement

Attn: John Weeks

All work completed on the above referenced Project, by Grady Crawford Construction Company of Baton Rouge states the following.

WE HEREBY STATE THAT THE ABOVE CAPTIONED PROJECT HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

SINCERELY,


Hugh J. Johnson, President

Grady Crawford Construction Co. Inc.


1/31/2020



OFFICIAL SEAL
TRACY SAUER
NOTARY ID # 13267
STATE OF LOUISIANA
PARISH OF LIVINGSTON
My Commission is for Life

CITY OF HATTIESBURG
ComSWIP Sewer Phase X – Quinn St Area

SUPPLEMENTAL AGREEMENT NO. 1

FORREST COUNTY, MISSISSIPPI

WHEREAS: We, Grady Crawford Construction Co., Inc., Contractor and Hartford Accident & Indemnity Company, Surety entered into a contract with the City of Hattiesburg on the 22nd day of May, 2018 for the ComSWIP Sewer Phase X – Quinn St Area.

WHEREAS: The Contractor encountered leaking water mains during construction. It was determined the cost of repair shall be \$200 each with a quantity of 36 for a total of \$7,200 increase

WHEREAS: Field conditions existed that required the removal and replacement of a six-foot board fence. The price shall be \$30 per linear foot with a quantity of 78 linear feet for a total of \$2,340 increase.

WHEREAS: The following Attachment A of an Overrun/Underrun Statement for the project is considered a part of the Supplemental Agreement No. 1. All items associated with the construction contract be adjusted as outlined in the Attachment.

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, Grade Crawford Construction Co., Inc., Contractor and Hartford Accident & Indemnity Company, hereby agree that said Supplemental Agreement is hereby made a part of the Original Contract to be performed under the specifications thereof, and that the Original Contract is in full force and effect, except insofar as it might be modified by this Supplement Agreement.

DATED, this _____ day of _____, 2019

Grady Crawford Construction Co., Inc.

City of Hattiesburg, Mississippi

By: 
Contractor

By: _____
Toby Barker, Mayor

Witness: 

Witness: _____

OVERRUNS UNDERRUNS
PROJECT: ComSWIP Sewer Phase X - Quinn St Area
CONTRACTOR: Grady Crawford Construction Co., Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
	Sewer Pipe Items								
1	8" SDR 26 PVC Sewer Pipe (0'- 6')	LF	1674	1518.8		155.20	\$35.00		\$ 5,432.00
2	8" SDR 26 PVC Sewer Pipe (6'- 8')	LF	5540	4691.2		848.80	\$41.00		\$ 34,800.80
3	8" SDR 26 PVC Sewer Pipe (8'- 10')	LF	1528	1656.6	128.60		\$46.00	\$ 5,915.60	
4	8" SDR 26 PVC Sewer Pipe (10'- 12')	LF	841	1280.8	439.80		\$60.00	\$ 26,388.00	
5	8" SDR 26 PVC Sewer Pipe (12'- 14')	LF	291	333.8	42.80		\$73.00	\$ 3,124.40	
6	8" SDR 26 PVC Sewer Pipe (14'- 16')	LF	53	91.1	38.10		\$225.00	\$ 8,572.50	
7	10" SDR 26 PVC Sewer Pipe (0'- 6')	LF	242	271.7	29.70		\$56.00	\$ 1,663.20	
8	10" SDR 26 PVC Sewer Pipe (6'- 8')	LF	122	81.6		40.40	\$64.00		\$ 2,585.60
9	10" SDR 26 PVC Sewer Pipe (8'- 10')	LF	40	222.1	182.10		\$97.00	\$ 17,663.70	
10	10" SDR 26 PVC Sewer Pipe (10'- 12')	LF	55	201.5	146.50		\$138.00	\$ 20,217.00	
11	10" SDR 26 PVC Sewer Pipe (12'- 14')	LF	90	227.1	137.10		\$221.00	\$ 30,299.10	

OVERRUNS UNDERRUNS
PROJECT: ComSWIP Sewer Phase X - Quinn St Area
CONTRACTOR: Grady Crawford Construction Co., Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
12	10" SDR 26 PVC Sewer Pipe (14'- 16')	LF	20	0.0		20.00	\$324.00		\$ 6,480.00
13	8" Ductile Iron Sewer Pipe (0'- 6')	LF	50	0.0		50.00	\$66.00		\$ 3,300.00
14	8" Ductile Iron Sewer Pipe (6'- 8')	LF	10	10.0			\$72.00		
15	12" Steel Casing, 0.25" WT (Open Cut) (All Depths)	LF	60	60.0			\$167.00		
16	Removal of Existing Sewer Line	LF	6396	13071.3	6675.30		\$6.50	\$ 43,389.45	
17	Abandonment of Existing Sewer Line (All Sizes)	LF	1926	510.4		1415.60	\$6.50		\$ 9,201.40
18	Tracer Wire System for Sewer	LF	15690	13963.3		1726.70	\$0.30		\$ 518.01
	Sewer Manhole Items								
19	48" Precast Concrete Sewer Manhole (0' - 6')	EA	11	9.0		2.00	\$2,450.00		\$ 4,900.00
20	48" Precast Concrete Sewer Manhole (6' - 8')	EA	12	21.0	9.00		\$2,900.00	\$ 26,100.00	
21	48" Precast Concrete Sewer Manhole (8' - 10')	EA	6	3.0		3.00	\$3,675.00		\$ 11,025.00
22	48" Precast Concrete Sewer Manhole (10' - 12')	EA	1	3.0	2.00		\$5,440.00	\$ 10,880.00	

OVERRUNS UNDERRUNS
PROJECT: ComSWIP Sewer Phase X - Quinn St Area
CONTRACTOR: Grady Crawford Construction Co., Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
23	48" Precast Concrete Sewer Manhole (12' - 14')	EA	1	1.0			\$7,225.00		
24	48" Precast Concrete Sewer Manhole (14' - 16')	EA	1	1.0			\$4,400.00		
25	48" Precast Concrete Sewer Manhole (6' - 8') (Doghouse)	EA	3	0.0		3.00	\$5,875.00		\$ 17,625.00
26	48" Precast Concrete Sewer Manhole (10' - 12') (Doghouse)	EA	1	0.0		1.00	\$7,940.00		\$ 7,940.00
27	60" Precast Concrete Sewer Manhole (0' - 6')	EA	1	1.0			\$3,865.00		
28	60" Precast Concrete Sewer Manhole (6' - 8')	EA	1	3.0	2.00		\$5,100.00	\$ 10,200.00	
29	60" Precast Concrete Sewer Manhole (8' - 10')	EA	1	1.0			\$6,250.00		
30	60" Precast Concrete Sewer Manhole (10' - 12')	EA	1	3.0	2.00		\$8,150.00	\$ 16,300.00	
31	60" Precast Concrete Sewer Manhole (12' - 14')	EA	1	0.0		1.00	\$12,850.00		\$ 12,850.00
32	60" Precast Concrete Sewer Manhole (6' - 8') (Doghouse)	EA	1	1.0			\$7,350.00		
33	60" Precast Concrete Sewer Manhole (10' - 12') (Doghouse)	EA	1	1.0			\$11,650.00		

OVERRUNS UNDERRUNS
PROJECT: ComSWIP Sewer Phase X - Quinn St Area
CONTRACTOR: Grady Crawford Construction Co., Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
34	Demolition and Removal of Existing Manholes (All Types)	EA	33	40.0	7.00		\$750.00	\$ 5,250.00	
35	Abandonment of Existing Manhole	EA	1	2.0	1.00		\$400.00	\$ 400.00	
36	Drop Manhole Assembly (All Depths)	EA	6	7.0	1.00		\$2,500.00	\$ 2,500.00	
37	1000 Gallon, Concrete Grease Trap (6" Walls, Traffic Rated)	EA	1	1.0			\$18,895.00		
	Sewer Service Items								
38	4" Sanitary Sewer Service Cleanout	EA	155	151.0		4.00	\$365.00		\$ 1,460.00
39	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings)	LF	120	288.0	168.00		\$30.00	\$ 5,040.00	
40	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings)	LF	3588	3483.5		104.50	\$30.00		\$ 3,135.00
41	8"x8"x6" PVC Service Tee	EA	148	152.0	4.00		\$120.00	\$ 480.00	
42	10"x10"x6" PVC Service Tee	EA	13	8.0		5.00	\$390.00		\$ 1,950.00
43	8"x8"x6" Ductile Iron Service Tee	EA	4	0.0		4.00	\$950.00		\$ 3,800.00
44	Service Tap on Existing 8" Sewer Main	EA	2	0.0		2.00	\$2,500.00		\$ 5,000.00

OVERRUNS UNDERRUNS
 PROJECT: ComSWIP Sewer Phase X - Quinn St Area
 CONTRACTOR: Grady Crawford Construction Co., Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
	Water Pipe Items								
45	2" & Under 150 PSI PVC Water Pipe for Connections (Open Cut)	LF	40	0.0		40.00	\$20.00		\$ 800.00
46	6" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	6330	6947.0	617.00		\$24.00	\$ 14,808.00	
47	8" 200 PSI, DR 11, HDPE (Directional Bore) (Incl. adapter fittings)	LF	100	0.0		100.00	\$77.00		\$ 7,700.00
48	Tracer Wire System for Water	LF	10381	9632.0		749.00	\$0.30		\$ 224.70
	Water Connection Items								
49	Cut and Cap Existing Water Line in Place	Each	8	6.0		2.00	\$400.00		\$ 800.00
50	Connection: Proposed 6" to Existing 6" (Straight - Coupling)	Each	1	1.0			\$785.00		
51	Connection: Proposed 6" to Existing 6" (Tee & other fittings)	Each	4	3.0		1.00	\$1,266.00		\$ 1,266.00
52	Connection: Proposed 6" to Existing 6" (Hot Tap w/ Valve Assembly)	Each	1	1.0			\$3,000.00		
53	Connection: Proposed 6" to Existing 8" (Hot Tap w/ Valve Assembly)	Each	2	2.0			\$3,000.00		
54	Connection: Proposed 6" to Existing 20" (Hot Tap w/ Valve Assembly)	Each	7	6.0		1.00	\$5,000.00		\$ 5,000.00

OVERRUNS UNDERRUNS
PROJECT: ComSWIP Sewer Phase X - Quinn St Area
CONTRACTOR: Grady Crawford Construction Co., Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
55	Connection: Proposed 6" to Proposed 6" (Tee & other fittings)	Each	3	3.0			\$1,075.00		
	Water Valve Items								
56	6" Gate Valve	Each	20	19.0		1.00	\$1,800.00		\$ 1,800.00
	Water Fire Protection Items								
57	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other	Each	13	12.0		1.00	\$3,900.00		\$ 3,900.00
58	Removal of Existing Fire Hydrant	Each	6	5.0		1.00	\$500.00		\$ 500.00
	Water Service Items								
59	Residential Service Tap (3/4") (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop,	Each	110	117.0	7.00		\$325.00	\$ 2,275.00	
60	Commercial Service Tap (1") (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop,	Each	3	1.0		2.00	\$500.00		\$ 1,000.00
61	3/4" Service Tubing (Open Cut) (All Sizes)	LF	2587	2253.0		334.00	\$20.00		\$ 6,680.00
62	1" Service Tubing (Open Cut) (All Sizes)	LF	20	0.0		20.00	\$20.00		\$ 400.00
63	3/4" Service Tubing (Bored) (All Sizes)	LF	310	424.0	114.00		\$24.00	\$ 2,736.00	
64	1" Service Tubing (Bored) (All Sizes)	LF	50	8.0		42.00	\$24.00		\$ 1,008.00

OVERRUNS UNDERRUNS
PROJECT: ComSWIP Sewer Phase X - Quinn St Area
CONTRACTOR: Grady Crawford Construction Co., Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
65	Remove, Relocate and Reset Existing Water Meter (incl. fittings,etc)	Each	36	0.0		36.00	\$250.00		\$ 9,000.00
66	3/4" Water Service Meter (Residential)	Each	5	0.0		5.00	\$445.00		\$ 2,225.00
67	1" Water Service Meter (Commercial)	Each	1	0.0		1.00	\$1,000.00		\$ 1,000.00
	Miscellaneous Construction Items								
68	Crushed Aggregate (Size 610)	Ton	5084	5902.75	818.75		\$48.00	\$ 39,300.00	
69	Select Fill Material (Class 9, Group C), LVM	CY	25693	10780.0		14913.00	\$14.00		\$ 208,782.00
70	Concrete Pavement Repair (All Depths)	SY	1195	1340.61	145.61		\$85.00	\$ 12,376.85	
71	Hardy Street Roadway Repair (Special Construction)	SY	230	123.54		106.46	\$136.00		\$ 14,478.56
72	9.5mm Hot Mix Asphalt	Ton	1840	2849.56	1009.56		\$115.00	\$ 116,099.40	
73	19mm Hot Mix Asphalt	Ton	1000	93.08		906.92	\$165.00		\$ 149,641.80
74	Brick Sidewalk Repair (All Depths)	SY	5	0.0		5.00	\$400.00		\$ 2,000.00
75	Concrete Sidewalk Repair (All Depths)	SY	195	203.04	8.04		\$45.00	\$ 361.80	
76	Concrete Curb & Gutter (Match Existing Type)	LF	1070	316.2		753.80	\$25.00		\$ 18,845.00

OVERRUNS UNDERRUNS
PROJECT: ComSWIP Sewer Phase X - Quinn St Area
CONTRACTOR: Grady Crawford Construction Co., Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
77	Concrete Ditch Repair	SF	805	402.0		403.00	\$50.00		\$ 20,150.00
78	Concrete Pipe Piers (Incl. Concrete, Reinf., Straps, etc)	Each	2	2.0			\$3,785.00		
79	Class "B" Concrete, Minor Structures	CY	6	6.62	0.62		\$459.00	\$ 284.58	
80	Reinforcing Steel	LBS	67	124.62	57.62		\$2.00	\$ 115.24	
81	Inlet Gratings	LBS	200	0.0		200.00	\$6.00		\$ 1,200.00
82	Inlet Castings	LBS	244	331.0	87.00		\$6.00	\$ 522.00	
83	12" Corrugated HDPE Pipe (Dual Wall)	LF	40	0.0		40.00	\$36.00		\$ 1,440.00
84	15" Corrugated HDPE Pipe (Dual Wall)	LF	40	40.0			\$55.00		
85	12" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	56	0.0		56.00	\$43.00		\$ 2,408.00
86	15" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	118	24.0		94.00	\$59.00		\$ 5,546.00
87	18" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	16	0.0		16.00	\$80.00		\$ 1,280.00
88	24" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	48	0.0		48.00	\$120.00		\$ 5,760.00

OVERRUNS UNDERRUNS
 PROJECT: ComSWIP Sewer Phase X - Quinn St Area
 CONTRACTOR: Grady Crawford Construction Co., Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
89	30" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	48	36.0		12.00	\$150.00		\$ 1,800.00
90	36" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	LF	48	0.0		48.00	\$200.00		\$ 9,600.00
91	Removal of Existing Pipe Cross Drains (All Sizes and Depths)	LF	360	36.0		324.00	\$10.00		\$ 3,240.00
92	Removal of Existing Corrugated HDPE Pipe (All Sizes and Depths) and Reset	LF	70	25.0		45.00	\$10.00		\$ 450.00
93	Remove, Salvage and Reset Existing Wood Fence	LF	70	0.0		70.00	\$15.00		\$ 1,050.00
94	Remove, Salvage and Reset Existing Net Wire Fence	LF	130	0.0		130.00	\$15.00		\$ 1,950.00
95	Remove, Salvage and Reset Existing Chain Link Fence	LF	25	100.0	75.00		\$15.00	\$ 1,125.00	
96	Removed and Replace Dumpster Enclosure (as detailed)	LS	1	1.0			\$10,000.00		
97	6" Yellow Thermoplastic Detail Traffic Stripe	LF	1150	0.0		1150.00	\$4.00		\$ 4,600.00
98	Lengend White Thermoplastic Traffic Marking (6" Equivilent)	LF	2070	1142.0		928.00	\$4.00		\$ 3,712.00
99	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, etc.)	SY	5500	4750.0		750.00	\$8.00		\$ 6,000.00
100	Landscape Restoration (Inc. Top Soil, Plants, Mulch, Watering, etc.)	SF	1505	972.0		533.00	\$35.00		\$ 18,655.00

OVERRUNS UNDERRUNS
PROJECT: ComSWIP Sewer Phase X - Quinn St Area
CONTRACTOR: Grady Crawford Construction Co., Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
101	Clearing and Grubbing	Acre	1	1.0			\$7,500.00		
102	Temporary Erosion Control	LS	1	1.0			\$10,000.00		
103	Maintenance of Traffic	LS	1	1.0			\$40,000.00		
104	Mobilization	LS	1	1.0			\$135,500.00		
	Added per Supplemental Agreement No. 1								
105	Remove and Install new 6-foot fence board	FT	78	78.0			\$ 30.00		\$ 2,340.00
106	Existing Water Line Leak Repairs	Each	36	36.0			\$ 200.00		\$ 7,200.00

\$ 424,386.82 \$ 657,894.87

PROJECT DECREASE \$ (233,508.05)

Original Contract Amount \$ 2,992,750.30
Underrun \$ (233,508.05)
Supplemental Agreement No. 1 \$ 9,540.00
Final Contract Amount \$ 2,768,782.25



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, April 7, 2020

Re: Approve lighting agreement with Mississippi Power for additional street lighting near the Street Maintenance Building and Parking area on Walnut Street for a monthly increase of \$50.94.
File Number: 2020-216
Minute Book #

Summary

Approve lighting agreement with Mississippi Power for additional street lighting near the Street Maintenance Building and Parking area on Walnut Street for a monthly increase of \$50.94.

Recommendation Statement

I recommend approval of this item.

Please place this on the April 7, 2020 City Council meeting for consideration.

DATE: 3/18/20

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

DEVELOPER NAME _____ ACCOUNT # 59841-82000

DEVELOPER SIGNATURE _____ DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plat for development.

TO: MISSISSIPPI POWER COMPANY, ATTN. :(MPC LIGHTING SERVICES) P.O. Box 4079,

Gulfport, MS 39502 or Email: (G2MPCLSVC@southernco.com)

DATE MAIL/EMAIL RECEIVED _____

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

PLEASE TAKE NOTICE: By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL). Developer understands and agrees that OL provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
COBRA HEAD FIXTURES		
100 WATT HPS	_____	_____
150 WATT HPS	_____	_____
250 WATT HPS	Remove - 1	_____
400 WATT HPS	Remove - 2	_____
1000 WATT HPS	_____	_____
350 WATT MH	_____	_____
LED FIXTURES		
90 WATT LED	Install - 1	Street Maintenance Building/Parking on Walnut St
110 WATT LED	_____	Total Monthly Increase \$50.94
190 WATT LED	_____	_____
280 WATT LED	_____	_____
OTHER FIXTURES		
420WLED	Install - 1	_____
360WLED	Install - 1	_____
_____	_____	_____

NOTE: FOR NON ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

PLEASE MAIL OR EMAIL THIS FULLY COMPLETED FORM TO MPC'S LIGHTING SERVICES DEPT.

AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, April 7, 2020

Re: Approve lighting agreement with Mississippi Power for additional at the former Ford Dealership on West Pine Street at a monthly cost of \$131.37; Authorize Mayor to execute.
File Number: 2020-232
Minute Book #

Summary

Approve lighting agreement with Mississippi Power for additional at the former Ford Dealership on West Pine Street at a monthly cost of \$131.37; Authorize Mayor to execute.

Recommendation Statement

I recommend approval of this item.

Please place this on the April 7, 2020 City Council meeting for consideration.

DATE: 10/22/19

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg

PHONE: _____

AUTHORIZED SIGNATURE _____

DATE: _____

DEVELOPER NAME _____

ACCOUNT # 59841-82000

DEVELOPER SIGNATURE _____

DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plat for development.

TO: MISSISSIPPI POWER COMPANY, ATTN. :(MPC LIGHTING SERVICES) P.O. Box 4079,

Gulfport, MS 39502 or Email: (G2MPCLSVC@southernco.com)

DATE MAIL/EMAIL RECEIVED _____

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

PLEASE TAKE NOTICE: By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL). Developer understands and agrees that OL provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
COBRA HEAD FIXTURES		
100 WATT HPS	_____	_____
150 WATT HPS	_____	_____
250 WATT HPS	_____	_____
400 WATT HPS	_____	_____
1000 WATT HPS	_____	_____
350 WATT MH	_____	_____
LED FIXTURES		
90 WATT LED	_____	_____
110 WATT LED	_____	_____
190 WATT LED	_____	_____
280 WATT LED	_____	_____
OTHER FIXTURES		
_____	<u>3</u>	<u>3 - 360 watt LED Floods. This is lighting for the old Ford Dealership</u>
_____	_____	<u>on Pine.</u>
_____	_____	<u>Monthly cost of \$131.37 per month.</u>

NOTE: FOR NON ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

PLEASE MAIL OR EMAIL THIS FULLY COMPLETED FORM TO MPC'S LIGHTING SERVICES DEPT.

AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, April 7, 2020

Re: Approve lighting agreement with Mississippi Power for additional lighting near the Maintenance Barn on James Street for a monthly decrease of \$1.69;
Authorize Mayor to execute.
File Number: 2020-233
Minute Book #

Summary

Approve lighting agreement with Mississippi Power for additional lighting near the Maintenance Barn on James Street for a monthly decrease of \$1.69; Authorize Mayor to execute.

Recommendation Statement

I recommend approval of this item.

Please place this on the April 7, 2020 City Council meeting for consideration.

DATE: 3/25/20

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

DEVELOPER NAME _____ ACCOUNT # 67181-83009

DEVELOPER SIGNATURE _____ DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plat for development.

TO: MISSISSIPPI POWER COMPANY, ATTN. :(MPC LIGHTING SERVICES) P.O. Box 4079,

Gulfport, MS 39502 or Email: (G2MPCLSVC@southernco.com)

DATE MAIL/EMAIL RECEIVED _____

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

PLEASE TAKE NOTICE: By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL). Developer understands and agrees that OL provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
COBRA HEAD FIXTURES		
100 WATT HPS	_____	_____
150 WATT HPS	_____	_____
250 WATT HPS	_____	_____
400 WATT HPS	<u>Remove 3</u>	_____
1000 WATT HPS	_____	_____
350 WATT MH	_____	_____
LED FIXTURES		
90 WATT LED	<u>Install - 2</u>	_____
110 WATT LED	_____	_____
190 WATT LED	_____	_____
280 WATT LED	_____	_____
OTHER FIXTURES		
<u>320 LED</u>	<u>Install - 1</u>	<u>Maintenance Barn on James St</u>
_____	_____	<u>Monthly decrease/month \$1.69</u>
_____	_____	_____

NOTE: FOR NON ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

PLEASE MAIL OR EMAIL THIS FULLY COMPLETED FORM TO MPC'S LIGHTING SERVICES DEPT.

AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, April 7, 2020

Re: Approve lighting agreement with Mississippi Power for additional lighting at Southern Avenue and 306 Fredrick Street for a monthly increase of \$24.80; Authorize Mayor to execute.
File Number: 2020-234
Minute Book #

Summary

Approve lighting agreement with Mississippi Power for additional lighting at Southern Avenue and 306 Fredrick Street for a monthly increase of \$24.80; Authorize Mayor to execute.

Recommendation Statement

I recommend approval of this item.

Please place this on the April 7, 2020 City Council meeting for consideration.

DATE: 3/30/20

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

DEVELOPER NAME _____ ACCOUNT # 59841-82000

DEVELOPER SIGNATURE _____ DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plat for development.

TO: MISSISSIPPI POWER COMPANY, ATTN. :(MPC LIGHTING SERVICES) P.O. Box 4079,

Gulfport, MS 39502 or Email: (G2MPCLSVC@southernco.com)

DATE MAIL/EMAIL RECEIVED _____

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

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TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
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COBRA HEAD FIXTURES

100 WATT HPS	_____	_____
150 WATT HPS	_____	_____
250 WATT HPS	_____	_____
400 WATT HPS	_____	_____
1000 WATT HPS	_____	_____
350 WATT MH	_____	_____

LED FIXTURES

90 WATT LED	<u>Install - 2</u>	<u>1104 Southern Ave and 306 Fredrick St</u>
110 WATT LED	_____	<u>Monthly Increase \$12.40 x 2 = 24.80</u>
190 WATT LED	_____	_____
280 WATT LED	_____	_____

OTHER FIXTURES

_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTE: FOR NON ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

PLEASE MAIL OR EMAIL THIS FULLY COMPLETED FORM TO MPC'S LIGHTING SERVICES DEPT.

AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, April 7, 2020

Re: Approve lighting agreement with Mississippi Power for additional street lighting at 725 Grace Ave and 309 Crestmont Dr for a monthly increase of \$24.80.
File Number: 2020-217
Minute Book #

Summary

Approve lighting agreement with Mississippi Power for additional street lighting at 725 Grace Ave and 309 Crestmont Dr for a monthly increase of \$24.80.

Recommendation Statement

I recommend approval of this item.

Please place this on the April 7, 2020 City Council meeting for consideration.

DATE: 3/18/20

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

DEVELOPER NAME _____ ACCOUNT # 59841-82000

DEVELOPER SIGNATURE _____ DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plat for development.

TO: MISSISSIPPI POWER COMPANY, ATTN. :(MPC LIGHTING SERVICES) P.O. Box 4079,

Gulfport, MS 39502 or Email: (G2MPCLSVC@southernco.com)

DATE MAIL/EMAIL RECEIVED _____

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

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TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
------------	---	-----------------------

COBRA HEAD FIXTURES

100 WATT HPS	_____	_____
150 WATT HPS	_____	_____
250 WATT HPS	_____	_____
400 WATT HPS	_____	_____
1000 WATT HPS	_____	_____
350 WATT MH	_____	_____

LED FIXTURES

90 WATT LED	<u>Install - 2</u>	<u>725 Grace Ave and 309 Crestmont Dr</u>
110 WATT LED	_____	<u>Monthly Increase \$24.80</u>
190 WATT LED	_____	_____
280 WATT LED	_____	_____

OTHER FIXTURES

_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTE: FOR NON ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

PLEASE MAIL OR EMAIL THIS FULLY COMPLETED FORM TO MPC'S LIGHTING SERVICES DEPT.

AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Anthony Parker

cc: Kermas Eaton, City Clerk

Date: Tuesday, April 7, 2020

Re: Approve Memorandum of Understanding between the Mississippi Bureau of Narcotics (MBN) and the Mississippi Gulf Coast High Intensity Drug Trafficking Area (HIDTA) and the Hattiesburg Police Department (LEO) shall begin on 01/01/2020 and shall not extend beyond 12/31/20 unless the period is extended by written modification to this agreement and authorize the Mayor to execute the same.

File Number: 2020-227

Minute Book #

Summary

Approve and execute the Memorandum of Understanding between the Mississippi Bureau of Narcotics (MBN), the Mississippi Gulf Coast High Intensity Drug Trafficking Area (HIDTA), and the Hattiesburg Police Department.

Recommendation Statement

I am recommending approval of this agreement.

Please place this on the April 7, 2020 City Council meeting for consideration.



STATE OF MISSISSIPPI

DEPARTMENT OF PUBLIC SAFETY
MISSISSIPPI BUREAU OF NARCOTICS

Tate Reeves
GOVERNOR

March 2, 2020

Chief Anthony L. Parker
Hattiesburg PD
#1 Government Plaza
701 James St
Hattiesburg, MS 39401

Dear Sir:

Congratulations! Enclosed is your FY 2020 HIDTA Sub grantee Cooperative Agreement. Please have the appropriate Agency Official sign the agreement acceptance section and return a copy of the agreement to me. A copy of the award letter is also enclosed for your files with your approved budgets.

Please note changes under the 2020 grant awards that are covered in Appendix C which includes the Grant Conditions section that must be signed by your agency head and Certification Regarding Lobbying. Please fill out and sign all of these certifications and return with your MOA.

Also enclosed are blank copies of the Detailed Expenditure. In addition, enclosed is an Overtime Reimbursement Certification and Vehicle Reimbursement form (Appendix B) to be used when claiming overtime reimbursements.

If you have any questions, please call me at 601.371.3625. We look forward to working with you on this project.

Sincerely,

Shauna Powell
Mississippi Bureau of Narcotics

601.371.3625- Work
601.352.4729- Fax
spowell@mbn.ms.gov

Enclosures

MEMORANDUM OF AGREEMENT

BETWEEN THE

MISSISSIPPI BUREAU OF NARCOTICS

AND THE

**MISSISSIPPI GULF COAST HIGH INTENSITY
DRUG TRAFFICKING AREA**

AND THE

HATTIESBURG POLICE DEPARTMENT

This Agreement between the Mississippi Bureau of Narcotics (MBN), Mississippi Gulf Coast High Intensity Drug Trafficking Area (HIDTA) and the **HATTIESBURG POLICE DEPARTMENT** (LEO) shall begin on 01/01/2020 and shall not extend beyond 12/31/20 unless the period is extended by written modification to this Agreement.

WHEREAS, MBN has been designated as the fiscal agent for the State of Mississippi Gulf Coast High Intensity Drug Trafficking Area (HIDTA) program, all requests for payments and budget reprogramming shall pass through MBN.

NOW THEREFORE, MBN, HIDTA and LEO hereby agree to the disbursement of HIDTA funds in the amount of \$13,711.00 to the resource recipient, LEO, under the following terms and conditions:

1. LEO agrees to follow all applicable federal, state, and local guidelines regarding purchases and other expenditures under the HIDTA program, including but not limited to the following: OMB Circular 87, OMB Circular A-102, OMB Circular A-133, and 21 CFR Part 1403, and the Fair Labor Standards Act (FLSA).
2. LEO agrees to abide by and be bound by the attached approved budget (Appendix A) for purchases including future reprogramming requests as approved by MBN and Gulf Coast

HIDTA. All reprogramming requests shall be submitted via e-mail to the Mississippi Gulf Coast HIDTA State Director.

3. Requests for payment shall be submitted on a quarterly basis to the MBN financial office through the HIDTA State Director of Operations at the following address by the 10th of the following month:

**Shauna Powell, Chief Financial Officer
Mississippi Bureau of Narcotics
P.O. Box 720519
Byram, Mississippi 39272-0519**

All invoices submitted shall comply with the terms noted in Appendix A. The last invoice from the Resource Recipient (LEO) shall be received by the Mississippi Gulf Coast HIDTA State Director no later than the 15th day prior to the grant expiration date, unless the grant is extended.

All Reimbursement of Overtime Expenses shall be submitted using the appropriate form (Appendix B) which must contain the HIDTA Group Task Force Supervisor's signature, certifying the overtime was HIDTA related and with the HIDTA case number contained therein.

4. Resource Recipient (LEO) agrees to complete all applicable items in Appendix C and return to MBN along with the signed agreement.

5. The parties agree and understand that MBN is not responsible for any purchases or actions of LEO in violation of the grant agreement or budget.

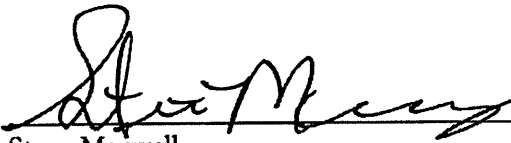
6. MBN agrees to transfer funds to the resource recipient after funds have been electronically transmitted by Gulf Coast HIDTA and receipted into MBN special revenue funds.

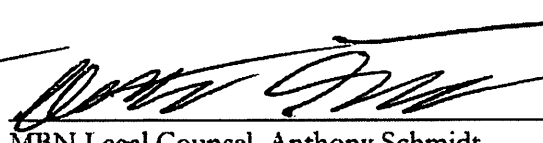
7. LEO agrees to reimburse MBN for any purchase paid by MBN which is later disallowed after audit or financial review.

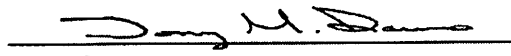
8. For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative

dispute resolution including, but not limited to, mediation by and through the Attorney General's Office or when appropriate, private mediators.

IN WITNESS WHEREOF, the parties acknowledge the Agreement as evidenced by their signatures below.


Steve Maxwell
Acting Director, Mississippi Bureau of Narcotics


MBN Legal Counsel, Anthony Schmidt
Reviewed as to legal form


Tony Sauro
State Director, Mississippi Gulf Coast HIDTA

Law Enforcement Agency Head

Appendix - A

Approved G20-GC0003A Budget

Your spending plan will be comprised of current and previous unused grants and reprograms

Budget Detail

2020 - Gulf Coast

Initiative - Forrest County Major Investigations Team

Investigation

Award Recipient - Mississippi Bureau of Narcotics (G20GC0003A)

Resource Recipient - Hattiesburg Police Department

Current Budget (net of reprogrammed funds) **\$13,711.00**

Overtime	Quantity	Amount	Comments
Investigative - Law Enforcement Officer	1	\$13,711.00	1 TFO @ \$18,649 (FT HPD TFO) (Less excess PY funds of \$4,938)
Overtime		(\$4,500.00)	
Total Overtime	1	\$9,211.00	
Services	Quantity	Amount	Comments
Services		\$4,500.00	
Total Services		\$4,500.00	
Total		\$13,711.00	

DETAILED EXPENDITURE WORKSHEET



Award #: _____

Agency: _____

Period: _____

Initiative: _____

From: _____

To: _____

Code	Description	Amount This Period
PERSONNEL	Regular salary, including vacation and holiday, paid to agency employees	_____
FRINGE	FICA, Retirement, Health, Life, Dental, Other Fringe Benefits paid in accordance with agency policies	_____
OVERTIME	Overtime paid to agency employees	_____
TRAVEL	Operational (Witness interview & Managerial meetings), Seminars, Conferences/Training/Local travel costs, including transportation, lodging, meals, and incidentals	_____
FACILITIES	.Lease of office space, warehouse, and other facilities .Facilities-related services, including Utilities (electricity, water, sewer, garbage), Janitorial & Alarm, and Improvements/Upgrades/Maintenance (e.g., repairs, fumigation)	_____
SERVICES	.All lease/rental of equipment [all phones (local/long distance charges), pagers, radios, copiers, vehicles, computers, data lines, audio/visual] .Contractual services [Workforce under contract for specific project, Consultants (computer, investigative, litigation), Photo processing] .Insurance (planes, vehicles, professional) .Repairs/Maintenance (all except facilities) - service agreements .Training/Tuition (fees, course-related books & supplies) .Training/Tuition (fees, course-related books & supplies)	_____
EQUIPMENT	Purchase of Equipment [Communications (audio, phones, pagers, radios); Office (furniture, computer work stations, computers & accessories, copiers, fax machines, & others); Surveillance (electronics, specialized audio/phone, equip., lens, scopes, night vision, pen register, automatic dialed number recorder); Photo (cameras, lenses, and related equipment); Transportation (vehicles, vans, planes, boats, motorcycles, accessories); Video (video & infrared/night vision cameras and lenses, microwave, monitor, VCR, transmitter, others)]	_____
SUPPLIES	Books, directories, subscription to journals, etc.; Computer software/updates, and supplies (paper, toner, etc.); Vehicle fuel, lubricants, repair parts; Uniforms, safety glasses, riot equip.; Films, office and analytical supplies)	_____
OTHER COSTS	Purchase of Information/Evidence; Items not covered elsewhere	_____

\$ _____

Appendix B

Gulf Coast

High Intensity Drug Trafficking Area

3838 North Causeway Boulevard · Suite 1900 · Metairie, Louisiana 70002 · Phone (571) 362-4851 · Fax (571) 362-4915

Request for Reimbursement of HIDTA Overtime Expenses

Agency :
Address:

HIDTA Initiative:
Period From:
To:

Contact Person:

Phone:

[illegible]



High Intensity Drug Trafficking Area

3838 North Causeway Suite 1900 - Metairie, Louisiana 70002 - Phone(504) 840-1400 - Fax (504) 840-1406

VEHICLE ALLOWANCE

AGENCY: _____

GC HIDTA INITIATIVE: _____

GRANT #: _____

MONTH/ YEAR: _____

DESCRIPTION OF VEHICLE DRIVEN BY FULL-TIME GC HIDTA AGENT(S) SEEKING ALLOWANCE:

	Make	Model	Year	VIN:	Beginning/ Ending/ Total driven/ driver's name
1.					0
2.					0
3.					0
4.					0
5.					0
6.					0
7.					0
8.					0
9.					0
10.					0

Names of full-time Agents Assigned from your department during this reporting period.
(NOTE: List all sworn officers assigned full-time to all GCHIDTA Initiatives).

1.	_____				
2.	_____				
3.	_____				
4.	_____	9.	_____	14.	_____
5.	_____	10.	_____	15.	_____

Appendix B

AMOUNT CLAIMED:

\$2,100.00

Name of Agency Certifying Official

Signature of Employee

Signature of Initiative Supervisor

Signature of State Director

CERTIFICATION REGARDING LOBBYING

Each applicant shall file this certification and disclosures form if applicable, with each submission that initiates agency consideration of such applicant for an award of a LETS contract, grant or cooperative agreement of \$100,000 or more.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The 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 to any person for influencing or attempting to influence an officer or employee of any Federal 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 non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal 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 initial here _____ and complete and submit Standard Form # LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

Signature of Authorized Official

Date

Title



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, April 7, 2020

Re: Approve the 2020 Annual Action Plan for the City of Hattiesburg and authorize submission to the US Department of Housing and Urban Development.
File Number: 2020-228
Minute Book #

Summary

Approve the 2020 Annual Action Plan for submission to the US Department of Housing and Urban Development

Recommendation Statement

I recommend approval of the 2020 Annual Action Plan for submission to the U.S. Department of Housing and Urban Development

Please place this on the April 7, 2020 City Council meeting for consideration.

City of Hattiesburg

2020 Annual Action Plan

Program Year January 1, 2020 – December 31, 2020



**Presented to the U.S. Department of Housing and Urban Development
April 1, 2020
City of Hattiesburg
Department of Urban Development
Community Development Division (CDD)
200 Forrest Street
Hattiesburg, MS 39401**

Annual Action Plan
2020

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Hattiesburg (COH) 2020 Annual Action Plan is the third Action Plan of the City's 2018-2022 Consolidated Plan. The 2020 Action Plan will continue to address the identified housing, homelessness, supportive services and non-housing community needs as the basis for the City's strategy and its use of the 2020 CDBG and HOME funds granted to the City by HUD. This year's Action Plan is the City's application of the 2020 allocations of the above mentioned grant funds.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The primary objectives of the 2020 Action Plan are the same as detailed in the Consolidated Plan. The proposed projects/activities with 2020 CDBG/HOME funding will address housing concerns in a number of areas, with primary focus on: Housing Rehabilitation, Affordable Housing Production and Down Payment Assistance. Proposed activities also include continuation of previously established Microenterprise, Façade Improvement and Public Facility activities. Specific goals for each area can be found in section AP-20.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City has managed to meet many of its past objectives, particularly in the area of substantial rehabilitation of single-family homes. Over the five years of the previous five-year Consolidated Plan, the City was able to continue its objectives in the areas of housing activities by limiting its eligible activities to primarily housing and housing related activities. The City has reduced its waiting list to approximately 30 households. Along with CHDO partnerships, a number of rental and homeownership affordable housing opportunities were made available to residents.

During the previous five year Consolidated Plan period, the City also demolished more than 20 vacant and blighted properties. In the last 2-3 years, the City has continued an effort through code enforcement to demolish more than 75 vacant blighted properties.

In 2016, the City also hired a full-time Homelessness Coordinator. This new role was the first full-time position of its kind hired by a Mississippi city. The position focuses on outreach and documentation of homeless individuals, and partnership with other agencies to update the state's homeless management information system. The role is integral to identifying resources available across various agencies and organizations, and to connecting individuals in need to those resources. Likewise, the coordinator has become a go-to point of contact for other city departments and citizens when facing challenges related to homelessness. In recent years, the City also made great strides in reducing the number of homeless veterans.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City conducted a Public Hearing on December 9, 2019, for the purpose of receiving comments on the creation of the 2020 Action Plan. The City maintains, because of the efforts of the Public Engagement Coordinator, this was one of the best attended public hearings. In addition to newspaper publications, the City utilized its website, community calendar and its Facebook page to provide notice of the hearing and comment period. The Impact paper and local TV station WDAM, both advertised the upcoming hearing on their websites. City staff also sent letters to neighborhood associations and churches to generate interest. Twenty-nine citizens attended the public hearing and 31 written comments were submitted. The hearing also addressed an amendment to funds from prior grant years, but many comments were relevant to both the amendment as well as the 2020 Action Plan.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

The sum of all comments would suggest that housing needs- repair and rehabilitation of substandard housing- are still perceived as the greatest need. However, there were a considerable number of comments calling for public facility type projects. Street work, sidewalks, and demolition of blighted properties were also noted multiple times. The City considered these comments and all other resources available in preparing the plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

N/A

7. Summary

The City of Hattiesburg recognizes its CDBG and HOME grants as an opportunity to do great things to improve quality of life for low- to moderate-income residents and as a result, for the City as a whole.

The City values the citizen participation process and looks forward to doing more to promote participation opportunities in the future. Participation in this process by residents of low-income areas and the organizations that regularly serve low-income households is vital to ensure that funds are directed to areas and programs in which they can make the greatest impact. The City believes that the input from the hearing, other meetings, and daily calls to the city support the priorities in this plan.

The City believes that the strategies and objectives set forth in this Annual Action Plan are feasible and attainable (assuming that funding remains available), and they are in accordance with the needs and desires communicated by the public that these grants are intended to serve and organizations that provide such services.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role		Name	Department/Agency
Lead Agency		HATTIESBURG	
CDBG Administrator	HATTIESBURG	Urban Development D/Community Development Division	
HOPWA Administrator			
HOME Administrator	HATTIESBURG	Urban Development D/Community Development Division	
HOPWA-C Administrator			

Table 1 – Responsible Agencies

Narrative (optional)

Consolidated Plan Public Contact Information

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The City's program staff reached out to citizens, local government representatives, public housing authorities, non-profit developers, and various social service agencies to gather input for the Annual Action Plan through its traditional advertising method. Staff also participated in the Mayor's Town Hall meetings and in quarterly meetings of the Community Advisory Committee – a group similar in purpose to the Housing Round Table.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City continues to participate quarterly in the Community Advisory Committee to discuss a variety of housing and homelessness issues. Participants are similar to the former Housing Round Table, which included the City's Urban Development Department, Mississippi Regional Housing Authority No. 8, the Hattiesburg Housing Authority, Hattiesburg Area Habitat for Humanity, R3SM (a non-profit housing organization), as well as the City's Community Housing Development Organizations (CHDOs). Participants also include the Salvation Army and Pine Grove Behavioral Health & Addiction Services, which both serve homeless persons; the AIDS Services Coalition, which serves the homeless as well as those living with AIDS; the University of Southern Mississippi's Institute for Disability Studies, which addresses housing issues statewide; and the Hattiesburg Board of Realtors.

The City has worked to bolster mental health services by way of a Behavioral Health Court partnership with Pine Belt Mental Healthcare Resources, and through working with the Pinebelt Coalition on Homelessness to coordinate efforts toward functionally ending homelessness.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City works closely with the Continuum of Care operating in Hattiesburg and the surrounding areas. The Pinebelt Homeless Coalition is the lead agency for the implementation of HUD Continuum of Care programs. Generally, individuals requiring assistance are referred to this organization. Further, the City has provided funding to the AIDS Services Coalition and Pine Grove Behavioral Health & Addiction Services. The City also has a full-time Homeless Advocate/Coordinator, who works actively with the coalition as well as other agencies in making proper referrals to appropriate resource agencies. In the last year, the city's coordinator has worked with the coalition to press the issue of a need for a documented plan as well as an adopted standard of care.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Hattiesburg is a part of the 71-county "balance of state" Continuum of Care. The City works with the Continuum of Care (Mississippi United to End Homelessness), and a representative from the City regularly participates in their meetings. MUTEH and its members establish guidelines, policies, etc. for the Continuum of Care. The City does not enjoy entitlement status under ESG, and as the City does not directly undertake any activities supporting homeless persons, the City does not access or input information into HMIS.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	AIDS Service Coalition
	Agency/Group/Organization Type	Services - Housing Services-Persons with HIV/AIDS Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency has participated in meetings and discussions.
2	Agency/Group/Organization	Habitat for Humanity in Hattiesburg, MS
	Agency/Group/Organization Type	Housing Services - Housing Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Group participated in meetings and gave verbal comments. Question/comments favored down payment assistance, housing repair programming and rehabilitation grant amounts.
3	Agency/Group/Organization	Breakthrough Community Services, Inc.
	Agency/Group/Organization Type	Services - Housing Services-Education Civic Leaders

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in public hearings and verbal discussions. Comments focused on down payment assistance, rehabilitation grant funding, and housing repair programs.
4	Agency/Group/Organization	Hattiesburg Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participation in public hearings. Comments focused on improving the quality of safe and habitable public housing.

Identify any Agency Types not consulted and provide rationale for not consulting

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care		

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

Annual Action Plan
2020

The City's interaction and coordination with the agencies and partnership groups mentioned above is constant. A full-time grant coordinator also seeks out other opportunities to leverage the city's resources – in Community Development as well as citywide. We have recently considered grant opportunities specific to lead hazard reduction, but have elected to defer such application until we have additional capacity to administer such a program.

The preparation of this action plan also overlapped with the creation of the Analysis of Impediments to Fair Housing Choice, which afforded opportunities to gauge feedback regarding the need for quality affordable housing from the perspective of both public housing residents and public housing management.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

As stated previously, the City conducted a Public Hearing on December 9, 2019, for the purpose of receiving comments on the creation of the 2020 Action Plan. The City maintains, because of the efforts of the Public Engagement Coordinator, this was one of the best attended public hearings. In addition to newspaper publications, the City utilized its website, community calendar and its Facebook page to provide notice of the hearing and comment period. The Impact paper and local TV station WDAM, both advertised the upcoming hearing on their websites. City staff also sent letters to neighborhood associations and churches to generate interest. There were many verbal and several written comments during the formal citizen participation process. The consensus from the community is overwhelming support for and need of a facility to anchor the community and be the catalyst to spur development. The 2020 Action Plan reflects that desire.

The City will continue to bolster its efforts going forward to encourage more citizen engagement.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Public Hearing	Non-targeted/broad community Residents of Public and Assisted Housing	29 citizens; 9 staff members	Repair and rehabilitation of substandard housing - greatest need Infrastructure street work, sidewalks Demolition of blighted properties	N/A	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	546,146	0	1,118,797	1,664,943	1,092,292	The expected amount for the remainder of the Con Plan is simply the Year 3 amount multiplied by 2 to estimate Program Years 2021, and 2022.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1			Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$	
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	296,642	0	892,125	1,188,767	The expected amount for the remainder of the Con Plan is simply the Year 3 amount multiplied by 2 to estimate Program Years 2021, and 2022.
						593,284	

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City has recently utilized its mapping capabilities to identify City and State owned property throughout the City of Hattiesburg. These properties are reviewed periodically when need arises for particular projects, and the City intends to continue this approach of utilizing property already in its inventory (when appropriate) before seeking property to purchase.

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Programs (including Affordable Housing)	2018	2022	Affordable Housing		Emergency Repair Housing Rehabilitation Rental Rehabilitation	CDBG: \$1,010,714 HOME: \$1,059,103	Rental units rehabilitated: 0 Household Housing Unit Homeowner Housing Added: 1 Household Housing Unit Homeowner Housing Rehabilitated: 8 Household Housing Unit
3	Down Payment Assistance	2018	2022	Affordable Housing		Down Payment Assistance	HOME: \$100,000	Homeowner Housing Added: 10 Household Housing Unit
8	Economic Development	2018	2022	Non-Housing Community Development		Commercial Rehab - Facade Improvement Microenterprise Assistance	CDBG: \$60,000	Jobs created/retained: 2 Jobs Businesses assisted: 2 Businesses Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
9	Public Facilities	2018	2022	Non-Housing Community Development		Public Facility Improvement	CDBG: \$485,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 2516 Persons Assisted Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 0 Households Assisted

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Housing Programs (including Affordable Housing)
	Goal Description	This goal includes the creation of affordable housing by CHDOs either in the rehabilitation of existing housing stock or the construction of new housing for the purpose of sale or rental to eligible households. This goal also includes the bulk of the City's housing program, which is the substantial and emergency rehabilitation of eligible owner-occupied homes. Substantial Rehabilitations are completed with either HOME or CDBG funding. Emergency Repairs are completed using CDBG funding.
3	Goal Name	Down Payment Assistance
	Goal Description	This goal includes the use of HOME funds to assist in making new homeownership affordable for eligible buyers.

8	Goal Name	Economic Development
	Goal Description	This goal serves to re-establish the City's former façade improvement program to incentivize the elimination of slum and blight conditions in the central business district. This is considered Privately-Owned Commercial Rehabilitation, a CDBG eligible activity. This goal includes support of eligible microenterprise businesses. Historically, this program was available without geographic boundary as long as other eligibility requirements were met. The City may consider a geographic target.
9	Goal Name	Public Facilities
	Goal Description	This goal serves to address the community need for a multi-purposed gathering place and also to stimulate area development. This goal is the result of support from citizens and elected officials.

Projects

AP-35 Projects – 91.220(d)

Introduction

The following is a listing of projects that the City of Hattiesburg proposes to undertake using CDBG and HOME funds anticipated for 2020.

Projects

#	Project Name
9	Public Facilities and Improvements
10	HOME Administration
11	HOME Housing Programs
12	Down Payment Assistance
13	CHDO Set-Aside
14	CDBG Administration
15	CDBG Housing Programs
16	CDBG Facade Improvement
17	CDBG Microenterprise Assistance

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The allocation of funding is in keeping with the priority needs identified in the Consolidated Plan. Housing issues - rehabilitation, code compliance, affordability - being the greatest priority identified, it is allocated the greatest amount of funding. The City also seeks to make funding available for Façade Improvement, Public Facilities and Microenterprise Assistance. Should funding for those programs go unused for any reason, the city may reallocate those funds for use in Housing Programs.

AP-38 Project Summary
Project Summary Information

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1	Project Name	Public Facilities and Improvements
	Target Area	
	Goals Supported	Public Facilities
	Needs Addressed	Public Facility Improvement
	Funding	CDBG: \$485,000
	Description	Acquisition and rehabilitation of facilities for a community multi-purpose gathering place.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 2,516 people reside in the neighborhoods where potential public facility projects are being considered.
	Location Description	To be determined.
	Planned Activities	Acquisition and rehabilitation of existing facilities to be utilized as multi-purpose community centers.
2	Project Name	HOME Administration
	Target Area	
	Goals Supported	Housing Programs (including Affordable Housing) Down Payment Assistance
	Needs Addressed	Housing Rehabilitation Down Payment Assistance Acquisition Rental Rehabilitation
	Funding	HOME: \$29,664
	Description	Overall and day-to-day administration of the HOME Program
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	
	Planned Activities	
3	Project Name	HOME Housing Programs
	Target Area	

	Goals Supported	Housing Programs (including Affordable Housing)
	Needs Addressed	Housing Rehabilitation
	Funding	HOME: \$880,457
	Description	Funding of HOME housing activities, primarily substantial housing rehabilitation
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	5 to 7 very low and low income households
	Location Description	
	Planned Activities	
4	Project Name	Down Payment Assistance
	Target Area	
	Goals Supported	Down Payment Assistance
	Needs Addressed	Down Payment Assistance
	Funding	HOME: \$100,000
	Description	Down Payment Assistance
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	10 eligible households
	Location Description	
	Planned Activities	
5	Project Name	CHDO Set-Aside
	Target Area	
	Goals Supported	Housing Programs (including Affordable Housing)
	Needs Addressed	Housing Rehabilitation Acquisition Rental Rehabilitation
	Funding	HOME: \$178,646

	Description	Funding to be awarded to a CHDO for an affordable housing activity that benefits a low and/or very low income household.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	2 to 4 low and/or very-low income households depending on the activity chosen by the CHDO
	Location Description	
	Planned Activities	
6	Project Name	CDBG Administration
	Target Area	
	Goals Supported	Housing Programs (including Affordable Housing) Down Payment Assistance Economic Development
	Needs Addressed	Housing Rehabilitation Emergency Repair Down Payment Assistance Public Facility Improvement Microenterprise Assistance Commercial Rehab - Facade Improvement Rental Rehabilitation
	Funding	CDBG: \$109,229
	Description	Overall and day-to-day administration of the CDBG Program
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	
	Planned Activities	
7	Project Name	CDBG Housing Programs
	Target Area	
	Goals Supported	Housing Programs (including Affordable Housing)

	Needs Addressed	Housing Rehabilitation Emergency Repair
	Funding	CDBG: \$1,010,714
	Description	Funding for all CDBG Housing Activities as well as project delivery for CDBG funded housing activities
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 12-18 households will benefit from either substantial rehabilitation or emergency repair projects.
	Location Description	
	Planned Activities	Substantial rehabilitation and Emergency repair of owner-occupied housing.
8	Project Name	CDBG Facade Improvement
	Target Area	
	Goals Supported	Economic Development
	Needs Addressed	Commercial Rehab - Facade Improvement
	Funding	CDBG: \$30,000
	Description	Commercial rehabilitation of building exteriors to improve quality of life and/or eliminate blight conditions.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Applicants within the central business district/downtown area.
9	Planned Activities	
	Project Name	CDBG Microenterprise Assistance
	Target Area	
	Goals Supported	Economic Development
	Needs Addressed	Microenterprise Assistance
	Funding	CDBG: \$30,000

Description	Assistance to microenterprise businesses based on qualifying factor of owner, job creation/retention, and/or limited clientele benefit.
Target Date	
Estimate the number and type of families that will benefit from the proposed activities	n/a
Location Description	
Planned Activities	

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

With the exception of the Facade Improvement Program, none of the activities proposed for the 2020 Action Plan are directed geographically, meaning that there is not a prescribed area in which these activities are required to take place. Microenterprise Assistance, Housing Rehabilitation, Emergency Repair, Down Payment Assistance, and other Affordable Housing activities are allowable Citywide. However, these activities have historically taken place in areas of low-income and minority concentration. Such areas include the greater portion of Wards 2, 4, and 5, which are better identified by U.S. Census tracts 001, 002, 003, 004, 005, 006, 011, and 105. The Facade Improvement Program is directed to the downtown area as a program policy in an effort to continue the revitalization of the historic downtown.

Geographic Distribution

Target Area	Percentage of Funds

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The only activity/priority that is geographically driven in the 2020 Action Plan is the Facade Improvement Program, which is focused by program policy on the downtown area in an effort to continue the revitalization of the historic downtown. It is possible that procedures may change in the future regarding the approach taken to address housing rehabilitation, which could allow for a geographic focus. Such a focus would be based on findings of concentrations of need in low-income areas and/or based on a concerted effort by the City and/or partner agencies to create an impact on a particular neighborhood or area. Though it is currently not the case, the same effort could be enacted to concentrate Microenterprise Assistance on particular low- to moderate-income areas.

Discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The city intends to concentrate its limited resources on affordable housing rehabilitation.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	24
Special-Needs	0
Total	24

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	1
Rehab of Existing Units	13
Acquisition of Existing Units	10
Total	24

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The figures provided above are taken from the total goals from all activities/projects anticipated within the 2020 Action Plan with the exception of Administrative activities, Public Facilities and Economic Development Activities. To a degree, the goals for each category of household or housing project type are unknown because they will vary depending on the type of households that apply for downpayment assistance or for any housing developed by CHDO's. The numbers above are a tabulation of each type as listed in the goals outlined earlier in the Action Plan. The number of households supported included among the non-homeless are those households anticipated to directly benefit from housing rehabilitation activities.

AP-60 Public Housing – 91.220(h)

Introduction

The Hattiesburg Housing Authority manages 296 Public Housing units in the City of Hattiesburg.

Actions planned during the next year to address the needs to public housing

The City of Hattiesburg stands ready to support the Hattiesburg Housing Authority in any way possible, particularly as the HHA seeks to replace many of its older units in the coming years. Most recently, the City has supported via resolution, a funding opportunity that would allow for the replacement of several buildings/units with new units at a HHA property.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The Housing Authority will continue to host monthly resident meetings at each of its developments to engage its residents. Guest speakers bring residents valuable information related to the City, the schools, civic service agencies, or others as may be pertinent. The HHA continues to host National Night Out Against Crime events, and use them as an opportunity to engage residents.

The City of Hattiesburg continues to require, as a component of its Downpayment Assistance Program, homebuyer education requirements, which are available to attendees at no or minimal cost through various agencies. The City will continue to work with public housing management to encourage homeownership options through downpayment assistance, Family Self-Sufficiency (FSS) Program, and Section 8 Housing Choice Voucher Program.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

N/A

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Hattiesburg actively participates in meetings of the Pinebelt Coalition on Homelessness and supports the efforts of individual organizations whose mission is to serve homeless populations. The City's Homelessness Coordinator leads a homeless outreach team, which travels weekly to known and suspected homeless encampments and other known locations in order to assess individuals' needs and to work to pair willing individuals with appropriate resources or services. The City intends to continue this collaboration in 2020, and intends to increase efforts in serving the homeless community by way of funding supportive services offered by appropriate agencies. The City also intends to support these agencies in attaining funding for additional emergency and transitional shelter. The Homeless Coordinator assists the city and homeless support agencies with all homeless issues. The city has also recently acquired a facility to be used by Pinebelt Mental Healthcare Resources and other agencies serving homeless individuals, which will become a multi-faceted resource center for the homeless and those at risk of homelessness.

Addressing the emergency shelter and transitional housing needs of homeless persons

As previously stated, the City intends to continue its collaboration with organizations whose missions include services and housing for homeless persons. The City will support these agencies in competing for and attaining funding for additional emergency and transitional shelter, and may, as funding allows, consider opportunities to support new sustainable programs for emergency and/or transitional housing. More direct support for these housing needs will likely come through Public Facility Improvement activities, which may be more feasible in future years. The City's full time Homeless Coordinator assists in identifying available resources for individuals facing homelessness, and these resources sometimes include connecting individuals with emergency or transitional housing.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that

individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Hattiesburg's partner agencies in the field of homelessness and special needs clients are well organized and maintain close working relationships. The City's Homeless Coordinator works closely with a local non-profit by helping to refer clients for the Rapid Re-Housing Program. This work will continue in 2020.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Forrest General Hospital has a process for identifying homeless persons and persons with substance abuse problems that may require certain case management or supportive service resources, and there is a well-organized process by which people are referred to appropriate agencies that may be able to assist. The City intends to support activities that will assist all manners of homelessness, including the prevention thereof.

Discussion

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Hattiesburg has historically supported efforts to meet housing needs of its citizens and has been proactive in the provision of housing to its low- and moderate-income residents. In the 1938-1939 timeframe, the City created one of the first housing authorities in the State of Mississippi. The City supported the creation of the Mississippi Regional Housing Authority No. VIII and its efforts to bring Section 8 assistance to City residents.

The Official Zoning Ordinance and Subdivision Regulations make provisions for affordable housing and provide protection to citizens by ensuring proper land use and high quality residential land development.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City's zoning ordinance and related regulations are conducive to affordable housing development. As public policies are concerned, the only notable barrier to affordable housing has to do with development in flood zones where FEMA regulations create limitations on the value/cost of rehabilitation that can take place on existing structures. Historically, new affordable housing has not been created in flood zones when using CDBG or HOME funds because of the challenges of meeting the development requirements.

Discussion:

The City continues to implement housing rehabilitation programs to upgrade owner-occupied housing. Through CHDOs, the City of Hattiesburg is supporting the development of affordable housing and homebuyer down-payment assistance programs. These activities serve to reduce affordable housing barriers. The City has also partnered with service providers in areas of adult financial literacy, jobs training, and employability skills training - all of which address barriers individuals may have in attaining affordable housing. The City will continue to support such programs.

AP-85 Other Actions – 91.220(k)

Introduction:

Actions planned to address obstacles to meeting underserved needs

Several of the City of Hattiesburg's CDBG and HOME funded activities seek to address underserved needs by way of affordable housing, housing rehabilitation, and assistance to non-profit organizations with such missions, among others. The City will continue these efforts in the coming years, and will also continue work in areas of obstacles pertaining to affordable housing.

Actions planned to foster and maintain affordable housing

The City will re-launch its Down Payment Assistance Program, continue to promote the Bank On Hattiesburg Program, and continue addressing code compliance in an effort to continue improving housing stock.

Actions planned to reduce lead-based paint hazards

Through the City's ongoing Housing Rehabilitation, Emergency Repair, and other housing activities, the City and its partners comply with 24 CFR Part 35, which often requires lead-based paint abatement. These activities will be continued in 2020 along with the potential for addressing LBP hazards in housing as a stand-alone activity.

Actions planned to reduce the number of poverty-level families

The City will continue to support non-profits and public efforts to improve adult financial literacy through continued participation with Bank On Hattiesburg and continued promotion of free tax preparation services in an effort to address the high number of households in the area that are either un-banked or under-banked.

Actions planned to develop institutional structure

The City plans to continue facilitating meetings with various housing agencies, and participating in the Community Action Agency, the Pinebelt Coalition on Homelessness, and participating with other similar organizations as the opportunity arises. The City will continue to assess the group for gaps in representation and work to close those gaps by bringing other valuable participants to the table in order to further develop institutional structure. The Mayor's Town Hall circuit of neighborhood meetings will also continue, which has proven effective in making additional contacts with interested organizations and individuals.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to participate with and support the efforts of the Pinebelt Coalition on Homelessness, and will continue to encourage agencies that have a mutual interest to participate as well. The City continues to work with United Way and Bank-On to provide reasonable costs banking services and financial literacy education to all residents, especially the un-banked and the under-banked.

Discussion:

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The City has no other forms of investment beyond identified in section 95.205.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

HOME PROGRAM – RECAPTURE PROVISIONS

Recapture Provisions HOME program regulations governing recapture when a HOME participating jurisdiction (City of Hattiesburg) uses HOME funds to assist homebuyers are set forth in 24 CFR Part 92.254(a)(5). By virtue of the fact that the City of Hattiesburg uses HOME funds to assist homebuyers, all homebuyers programs provided by the City of Hattiesburg and its sub-recipients must include guidelines for recapture as required by HUD. The 2013 HOME Program Final Rule updated the requirements of Resale and Recapture. The requirements set forth for resale/recapture will be provided in a separate written agreement between the City of Hattiesburg and the sub-recipient and/or beneficiary. Homebuyer Assistance Programs – The City of Hattiesburg will utilize the same Recapture requirements.

Funds subject to *recapture* – include direct subsidy of HOME investment that enabled the homebuyer to purchase the property. This includes down payment assistance, closing costs or other HOME assistance provided directly to the homebuyer.

Net proceeds are defined as the sales price minus superior loan repayment (other than HOME funds) and any closing costs.

The *Recapture* requirements of all the homebuyer assistance programs that utilize direct financial assistance include the following provisions and is included in the Program Written Participation Agreement and the Deed of Trust and Promissory Note:

i. The Deed of Trust and Promissory Note (lien), attached to the property to enforce recapture will be executed at loan closing and recapture guidelines adhered to by the homebuyer. The lien also restricts the homebuyer's ability to refinance during the period of affordability without approval. (See refinance/subordination policy).

The lien will depreciate annually in equal increments based on the affordability period, 5 years (20% per year), 10 years (10% per year), and 15 years (6.66% per year).

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

HOME PROGRAM – RECAPTURE PROVISIONS

Recapture Provisions

HOME program regulations governing recapture when a HOME participating jurisdiction (City of Hattiesburg) uses HOME funds to assist homebuyers are set forth in 24 CFR Part 92.254(a)(5). By virtue of the fact that the City of Hattiesburg uses HOME funds to assist homebuyers, all homebuyers programs provided by the City of Hattiesburg and its sub-recipients must include guidelines for recapture as required by HUD.

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4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

N/A

Based on the HOME Affordable Homeownership, the City will determine 95% of the median area purchase price set forth at CFR 92.254 (a)(2)(iii). For single-family housing, this does not exceed \$148,000.00. Eligible applicants for the City's DPA and Rehabilitation Programs are low and very-low income residents of the City. The City uses a number of public forums and events to promote its programs and to solicit applicants. Information may be obtained in the Community Development office Monday-Friday from 8:00 am to 5:00 pm. For CHDO Set-Aside funds, the eligible applicants are local not-for-profit housing development organizations that can meet HOME CHDO requirements. These agencies are solicited through a Request for Proposal process.

Citizen Participation Record

NOTICE OF PUBLIC HEARING FOR THE 2020 ACTION PLAN
FOR HOUSING AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG & HOME)
PROGRAMS AND APPLICABLE INFORMATION
ATTENTION: ALL HATTIESBURG, MISSISSIPPI RESIDENTS

The City of Hattiesburg, Mississippi anticipates receipt of Community Development Block Grant (CDBG) and HOME Investment Partnerships Program funds from the U.S. Department of Housing and Urban Development in January 2020 or soon thereafter. These funds are estimated to total approximately \$847,000. The funds will be used to meet the primary objectives of the Housing and Urban Development Act of 1974, as amended, by providing access to affordable, decent, safe and sanitary housing and a suitable living environment and expanding economic opportunities for persons, of low and moderate-income.

A Public Hearing is scheduled for December 9, 2019 at 5:30 p.m. in the City Council Chamber of City Hall at 200 Forrest Street for the purpose of receiving comments on the creation of the 2020 Action Plan. Public Comments on the topic will be taken between November 21, 2019 and December 23, 2019.

The City expects to receive a CDBG entitlement grant of approximately \$562,000. The City proposes to budget these funds for the following activities: CDBG Administration (\$112,400); Commercial Rehabilitation/Façade Improvement (\$30,000); Microenterprise Assistance (\$30,000); and Housing Programs (\$389,600).

The City expects to receive a HOME entitlement grant of approximately \$285,000. The City proposes to budget these funds for the following activities: HOME Administration (\$28,500); Community Housing Development Organization Set-aside (\$42,750); Down Payment Assistance (\$50,000); and Housing Rehabilitation (\$163,750).

The City will consider any comments or views of citizens, agencies or units of local government received in writing and orally at the Public Hearing scheduled for December 9, 2019. Written comments will additionally be accepted in the Community Development Division through December 23, 2019. A summary of any comments or reviews accepted will be attached to the final action plan.

Comments related to this NOTICE may be sent to or delivered to City Hall, First Floor, Community Development/Department of Urban Development, 200 Forrest Street, Hattiesburg, MS 39401.

If you have any questions regarding this information, please contact the Department at (601) 545-4675. To ensure compliance with the Americans with Disabilities Act (ADA), persons with disabilities that require aids or services to participate may contact the Department of Urban Development at (601) 545-4675; or e-mail shall@hattiesburgms.com in advance of the hearing to make arrangements.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(SEAL)

Toby Barker, Mayor

PUBLISH Twice in the Non-Legal Section: Thursday, November 21, 2019; Thursday, November 28, 2019

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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: 409 Published 2 times

Date 1st Published: Nov 21 Amt: 49.08

Date 2nd Published: Nov 28 Amt: 40.90

Date 3rd Published: _____ Amt: _____

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(signed) Harskel Burns
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 28th
day of November, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Karmen Eaton



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NOTICE OF PUBLIC HEARING FOR THE 2020 ACTION PLAN FOR HOUSING AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG & HOME) PROGRAMS AND APPLICABLE INFORMATION ATTENTION: ALL HATTIESBURG, MISSISSIPPI RESIDENTS

The City of Hattiesburg, Mississippi anticipates receipt of Community Development Block Grant (CDBG) and HOME Investment Partnerships Program funds from the U.S. Department of Housing and Urban Development in January 2020 or soon thereafter. These funds are estimated to total approximately \$847,000. The funds will be used to meet the primary objectives of the Housing and Urban Development Act of 1974, as amended, by providing access to affordable, decent, safe and sanitary housing and a suitable living environment and expanding economic opportunities for persons, of low and moderate-income.

A Public Hearing is scheduled for December 9, 2019 at 5:30 p.m. in the City Council Chamber of City Hall at 200 Forrest Street for the purpose of receiving comments on the creation of the 2020 Action Plan. Public Comments on the topic will be taken between November 21, 2019 and December 23, 2019.

The City expects to receive a CDBG entitlement grant of approximately \$562,000. The City proposes to budget these funds for the following activities: CDBG Administration (\$112,400); Commercial Rehabilitation/Façade Improvement (\$30,000); Microenterprise Assistance (\$30,000); and Housing Programs (\$389,600).

The City expects to receive a HOME entitlement grant of approximately \$285,000. The City proposes to budget these funds for the following activities: HOME Administration (\$28,500); Community Housing Development Organization Set-aside (\$42,750); Down Payment Assistance (\$50,000); and

Housing Rehabilitation (\$163,750).

The City will consider any comments or views of citizens, agencies or units of local government received in writing and orally at the Public Hearing scheduled for December 9, 2019. Written comments will additionally be accepted in the Community Development Division through December 23, 2019. A summary of any comments or reviews accepted will be attached to the final action plan.

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CITY OF HATTIESBURG,
MISSISSIPPI

BY: /s/ Karmen Eaton
CITY CLERK

Toby Barker, Mayor

Published Nov 21, 28, 2019

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**City of Hattiesburg-Government**
14 hrs · 

NOTICE: On Monday, December 9, the City of Hattiesburg will host a public hearing at 5:30 p.m. in the City Council Chambers of City Hall (200 Forrest Street) for citizens to provide feedback on the proposed amendments to the City of Hattiesburg's 2016, 2017, and 2018 Action Plans related to its CDBG and HOME programs, as well as the 2020 Action Plan.

The public notices can be found online at:

- <http://www.hattiesburgms.com/.../PUBLIC-HEARING-NOTICE-End-of...>
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Public comments on the topic will be taken until December 23, 2019.



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Public Hearing: 2020 Action Plan

COMMUNITY CALENDAR

There is never a shortage of things to do or see in the Hub City. If you are looking for something to do, we encourage events listed here.

If you would like to add your own event, you can do that by clicking [here](#). Please see the following guidelines for

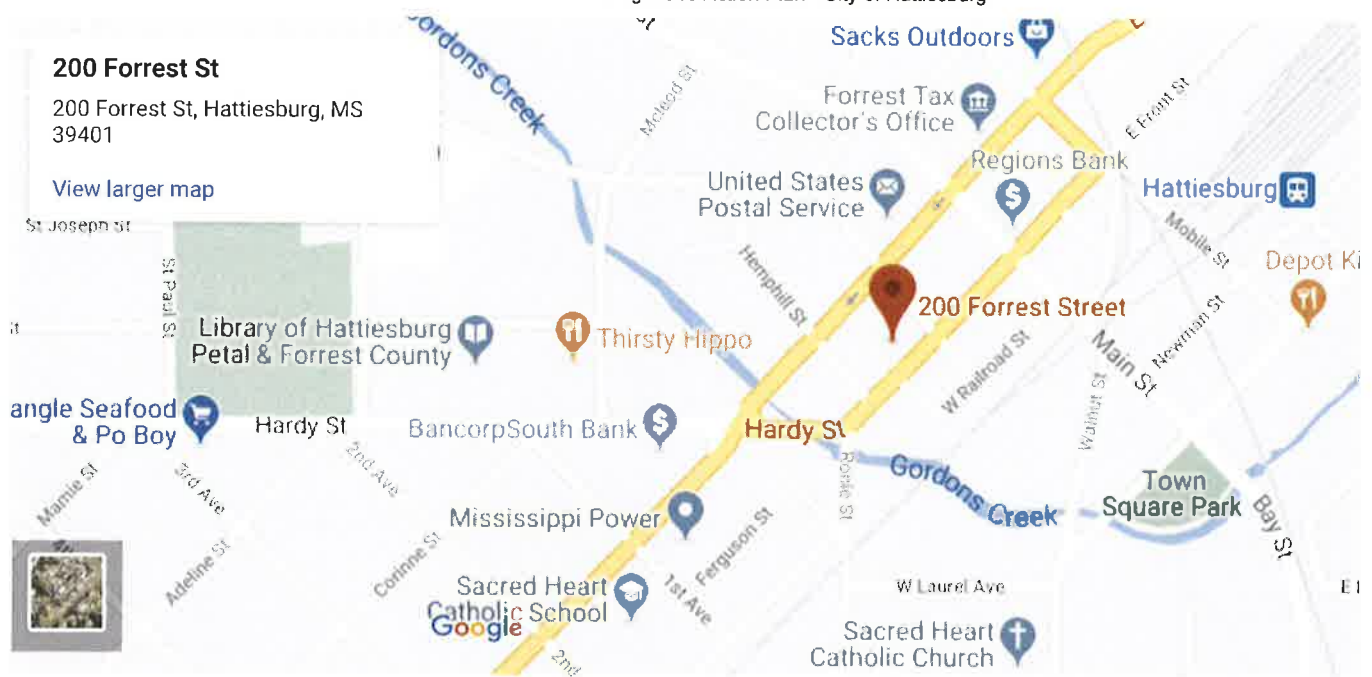
- ☐ Listed events must have a point of contact or link for more information (website, ticketing vendor or Facebook page).
- ☐ All events will be submitted for review before being published, with approval in 24-48 hours. If an event is not listed on the event will be contacted.
- ☐ A photo for uploading is helpful, but not required.
- ☐ All events should take place in the City of Hattiesburg.
- ☐ The City of Hattiesburg reserves the right to approve or deny any event listing and to edit the content submitted.
- ☐ The posting of an event does not provide for the event being endorsed through the status of being "city-sanctioned City Council" or "city-sponsored." However, both city-sanctioned and city-sponsored events will also be listed here.

NOTE: Submitting an event for publication on the calendar is not the same as filing for a permit to host an event on property, streets or needs traffic support. For permits, you'll need to submit a permit application to the Hattiesburg City Council. A permit application can be downloaded here: [Event & Parade Permits](#).

09 December Monday

Public Hearing: 2020 Action Plan

09 December 2019, 17:30 - 09 December 2019, 18:30
[City Hall – City Council Chambers](#), 200 Forrest Street
Hattiesburg, MS 39401 United States
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The public notice can be found online at: <http://www.hattiesburgms.com/wp-content/uploads/NOTICE-OF-PUBLIC-HEARING-2020-ACTION-PLAN.pdf>

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Details

Date: December 9

Time: 5:30 pm - 6:30 pm

Cost: Free

Event Category [Public Meeting](#)

Website: <http://www.hattiesburgms.com/wp-content/uploads/NOTICE-OF-PUBLIC-HEARING-2020-ACTION-PLAN.pdf>

Venue

Venue Name: [City Hall – City Council Chambers](#)

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Hattiesburg, MS 39401 United States

[+ Google Map](#)

Phone: 601-545-4675

Organizer

Organizer Name: [Urban Development](#)

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December 09, 2019

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**Mayor
Toby Barker**

Council – Ward One
Jeffrey George

Council – Ward Two
Deborah Denard Delgado

Council – Ward Three
Carter Carroll

Council – Ward Four
Mary Dryden

Council – Ward Five
Nicholas Brown

Hello,

The City of Hattiesburg's Department of Urban Development has two public comment periods open related to the CDBG and HOME programs. We will be hosting a public hearing on **Monday, December 9, 2019 at 5:30 p.m.** in the City Council Chamber of City Hall (200 Forrest St).

Input gathered at the hearing and through December 23, 2019 will help determine how these grant funds are used in the community.

The enclosed flyers have more information regarding the details of each public comment period and the public hearing. We encourage you to attend the public hearing if available and hope you would pass along this information to your colleagues, clients, and community.

Please contact Stephanie Hall Campos at 601-545-4675 or shall@hattiesburgms.com if you have any questions. Thank you for your help.

Sincerely,

Andrew Ellard
Director of Urban Development

PUBLIC HEARING

2020 Action Plan for Housing & Community Development Block Grant (CDBG & HOME) Programs

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The City expects to receive a CDBG entitlement grant of approximately \$562,000. The City proposes to budget these funds for the following activities: CDBG Administration (\$112,400); Commercial Rehabilitation/Façade Improvement (\$30,000); Microenterprise Assistance (\$30,000); and Housing Programs (\$389,600).

The City expects to receive a HOME entitlement grant of approximately \$285,000. The City proposes to budget these funds for the following activities: HOME Administration (\$28,500); Community Housing Development Organization Set-aside (\$42,750); Down Payment Assistance (\$50,000); and Housing Rehabilitation (\$163,750).

The City will consider any comments or view of citizens, agencies or units of local government received in writing and orally at the Public Hearing scheduled for December 9, 2019. Written comments will additionally be accepted in the Community Development Division through December 23, 2019. A summary of any comments or reviews accepted will be attached to the final action plan.

Comments related to this notice may be sent to or delivered to City Hall, First Floor, Community Development/Department of Urban Development, 200 Forrest Street, Hattiesburg, MS 39401.

To ensure compliance with the Americans with Disabilities Act (ADA), persons with disabilities that require aids or services to participate may contact the Department of Urban Development at (601) 545-4675; or e-mail shall@hattiesburgms.com in advance of the hearing to make arrangements.

**December
9, 2019**

5:30pm

**City Council
Chamber of
City Hall**

**200 Forrest St.
Hattiesburg, MS**

**FOR MORE INFORMATION
OR TO REQUEST
ACCOMMODATIONS**

Contact

City of Hattiesburg
Department of Urban
Development

601-545-4675

shall@hattiesburgms.com



Citizen Participation
End of Year Amendment – PY 2016, 2017, and 2018
& 2020 Action Plan Preparation

On November 21 and 28, 2019, the city published notices for public hearings to concurrently consider amendments to the 2016, 2017, and 2018 Action Plans and to prepare for the 2020 Action Plan. The public hearing was held at 5:30 p.m. in the City Council chamber of City Hall on December 9, 2019.

In addition to newspaper publications, the city utilized its website community calendar and its Facebook page to provide notice of the hearing and comment period. Notices were also picked up by the Impact paper and WDAM, both of which advertised the upcoming hearing on their websites. City staff also sent letters out to neighborhood associations and churches to generate additional interest.

Prior to the hearing, the city received several completed comment forms and a letter of support from a neighborhood association. The hearing itself was very well-attended with 29 citizens and 9 staff members. At the hearing, several other comment forms were gathered, and after the hearing, more written comments were received from an elected official and another neighborhood association. All letters and comment forms received along with input received at the hearing are taken into consideration and attached.

Minutes of the Public Hearing

The hearing began at 5:30pm and was led by staff member, Andrew Ellard. Presentation slides are also attached. The presentation included an introduction of Community Development staff and an explanation that we were holding two hearings concurrently – one to consider amendments proposed to the 2016, 2017, and 2018 Action Plans, and one to consider possibilities for the 2020 Action Plan. The presentation included a summary description of some types of projects that the city has undertaken in the past with both CDBG and HOME and a history since 2016 of the formula-driven amounts allocated to the City. Mr. Ellard showed a project-type breakdown of how funds were allocated in the 2018 and 2019 Action Plans and how the public notice presented the 2020 allocation to be broken down. It was reiterated that this was only a draft based on the prior year's plan, and was only meant as a starting point for conversation and to get input as it relates to 2020.

Next, the presentation included a description (based on the public notice) of what funds from 2016, 2017, and 2018 were proposed to be amended. The 2016 and 2017 amendments constitute a minor amendment and are purely "housekeeping" meant to shift unused Admin funds in both CDBG and HOME for use in Housing Programs. The proposed amendment to the 2018 Plan constitutes a substantial amendment in that it proposes to add a new project type – Public Facilities – that was not previously indicated in the 2018 Plan. This proposal came as a result of input from certain community members, the city's administration, and elected officials discussing possibilities for public community spaces (buildings) that could serve various purposes like community centers, meeting halls, and possibly facilitating public services to low income neighborhoods where they may be located.

Citizens were then asked to provide input by way of the forms provided or through an interactive exercise. Maps of various parts of the city were placed around the room, and attendees were given pens and labels with which they could indicate how they would allocate funds throughout the city. Each person was given 10 labels, representing \$100,000 each. Many, but not all, participated in the interactive portion, and staff tabulated results based on Ward and project types specified. Pictures

were taken of each board in order to consider the data more closely if needed. The results in map form are attached (but note: it only represents the input of those at the hearing and those that participated).

During the hearing, citizens asked questions about the amount of funds received each year and asked if prior year action plans were available. Staff explained the nature of the formula-driven grants and responded that we would be glad to provide copies or access to prior year action plans at any time. Some citizens had questions specific to their own situations regarding eligibility for assistance, and staff present were able to privately meet with those individuals and get basic information with which to follow up later in the week. Throughout the interactive portion of the hearing, staff were available to help citizens with questions to help guide them as needed in presenting their ideas on the maps.

The hearing concluded at 6:25pm.

Citizen Participation Result / Summary

Input received supports the premise of the proposed 2016, 2017, and 2018 amendments. The minor amendments (2016 and 2017) will be processed as originally proposed and the 2018 amendment (substantial) will be drafted as originally proposed and presented to the City Council on February 4, 2020 for final local consideration.

The sum of all comments would suggest that housing needs – repair and rehabilitation of substandard housing – are still perceived as the greatest need. However, there were a considerable number of comments calling for public facility type projects. Street work, sidewalks, and demolition of blighted properties were also noted multiple times. It is likely that the draft 2020 Action Plan, when presented, will differ from what was presented in the public notice leading up to this comment period. The City will continue to consider these comments and all other resources available in preparing the draft.

###

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

3/31/2020

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

City of Hattiesburg

* b. Employer/Taxpayer Identification Number (EIN/TIN):

64-6000432

* c. Organizational DUNS:

07 944 8130

d. Address:

* Street1:

P.O. Box 1898

Street2:

* City:

Hattiesburg

County/Parish:

* State:

MS: Mississippi

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

39043-1898

e. Organizational Unit:

Department Name:

Urban Development Department

Division Name:

Community Development

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name:

Petra

Middle Name:

* Last Name:

Wingo

Suffix:

Title:

Community Development Manager

Organizational Affiliation:

* Telephone Number:

601-545-4558

Fax Number:

601-545-4592

* Email:

pwingo@hattiesburgms.com

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Block Grant program for Entitlement Communities

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Program Administration; Housing Rehabilitation, Emergency Repair; Facilities Improvement; Facade Improvement; and Microenterprise Assistance

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant

MS-004

* b. Program/Project

MS-004

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

01/01/2020

* b. End Date:

12/31/2020

18. Estimated Funding (\$):

* a. Federal

546,146.00

* b. Applicant

* c. State

* d. Local

* e. Other

* f. Program Income

* g. TOTAL

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☐

a. This application was made available to the State under the Executive Order 12372 Process for review on

☐

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒

c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐

Yes

☒

No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

Mr.

* First Name:

Toby

Middle Name:

* Last Name:

Barker

Suffix:

* Title:

Mayor

* Telephone Number:

604-545-4501

Fax Number:

601-545-4592

* Email:

MAYOR@hattiesburgms.com

* Signature of Authorized Representative:

* Date Signed:

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

3/31/2020

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

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City of Hattiesburg

* b. Employer/Taxpayer Identification Number (EIN/TIN):

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* c. Organizational DUNS:

07 944 8130

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* City:

Hattiesburg

County/Parish:

* State:

MS: Mississippi

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

39043-1898

e. Organizational Unit:

Department Name:

Urban Development

Division Name:

Community Development

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name:

Petra

Middle Name:

* Last Name:

Wingo

Suffix:

Title:

Community Development Manager

Organizational Affiliation:

* Telephone Number:

601-545-4558

Fax Number:

601-545-4592

* Email:

pwingo@hattiesburgms.com

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.239

CFDA Title:

HOME Investment Partnership Act

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

HOME Program Administration; HOME Housing Program (Substantial Housing Rehabilitation and CHDO Set Aside); and Downpayment Assistance for first time homebuyers.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant **MS-004*** b. Program/Project **MS-004**

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: **01/01/2020*** b. End Date: **12/31/2020****18. Estimated Funding (\$):**

* a. Federal	296,642.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ **** I AGREE**

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:Prefix: **Mr.*** First Name: **Toby**Middle Name: * Last Name: **Barker**Suffix: * Title: **Mayor*** Telephone Number: **604-545-4501**Fax Number: **601-545-4592*** Email: **MAYOR@hattiesburgms.com*** Signature of Authorized Representative: * Date Signed:

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing - The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan - It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME Programs.

Anti-Lobbying - To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction – The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with Plan – The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 – It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

Signature of Authorized Official

Date

Title

Specific Community Development Block Grant Certifications

The Entitlement Community Certifies that:

Citizen Participation – It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan – Its consolidated plan identifies community development and housing needs and specifics both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan – It is following a current consolidated plan that has been approved by HUD.

Use of Funds – It has complied with the following criteria:

1. Maximum Feasible Priority – With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit – The aggregate use of CDBG funds, including Section 108 Guaranteed Loans, during program year 2020 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments – It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 Loan Guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and operated by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds, if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force – It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws – The grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) AND THE Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint – It activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K , and R.

Compliance with Laws – It will comply with applicable laws.

Signature of Authorized Official

Date

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance – If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs – It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §92.205 through §92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy Layering - Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing.

Signature of Authorized Official

Date

Title

Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care, or other youth facilities or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

Signature of Authorized Official

Date

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, April 7, 2020

Re: Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-029N-09-209-00 (PPIN 45963) for the Hardy Street/Green Street Roundabout Project; Acknowledge receipt of Appraisal Report and Appraisal Review Report; Determine the appraisal valuation of \$47,550.00 to be Just Compensation for the aforementioned portion of the parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$47,550.00; Authorize Mayor to execute any and all documents required to complete the transaction.
File Number: 2020-237
Minute Book #

Summary

Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-029N-09-209-00 (PPIN 45963) for the Hardy Street/Green Street Roundabout Project; Acknowledge receipt of Appraisal Report and Appraisal Review Report; Determine the appraisal valuation of \$47,550.00 to be Just Compensation for the aforementioned portion of the parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$47,550.00; Authorize Mayor to execute any and all documents required to complete the transaction.

Recommendation Statement

I recommend approval of this item.

Please place this on the April 7, 2020 City Council meeting for consideration.

REAL PROPERTY APPRAISAL REVIEW REPORT

Parcel Number(s)	<u>2-029N-09-209.00</u>
Owner	<u>Adeline Properties, Inc.</u>
Occupied / Leased	<u>Leased</u>
County	<u>Forrest</u>
Project Number	<u>108081-701000</u>
FAP Number	<u>STP-0210-00(037)</u>
Project Description	<u>Hardy Street Roundabout</u>
Effective Date of Review Report	<u>3/3/2020</u>
Review Report Date	<u>3/17/2020</u>
Review Report Requested for	<u>Original Appraisal</u>

Prepared For



City of Hattiesburg

c/o Toby Banks, Mayor
P.O. Box 1898
Hattiesburg, MS 39403

This Appraisal Review Report Was Prepared By

John B. "Jeb" Stewart, SR/WA
State Licensed Certified General Real Estate Appraiser # 231
3340 N. Liberty Street, Canton, MS 39046

Possession of this report does not carry or imply a right of use and/or publication. This real property appraisal review report is the property of the City of Hattiesburg and may not be utilized or cited in whole or in part without the express written consent of an authorized agent or official of the City of Hattiesburg.

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Appraisal Review of Fair Market Value

Identification of the Appraisal Report Under Review	
Owner:	Adeline Properties, Inc.
Parcel No:	2-029N-09-209.00
Project No:	108081-701000
County:	Forrest

Identification of Client and Intended Users

The City of Hattiesburg requested an appraisal review of the property described in this report. The intended user of this appraisal review report is the City of Hattiesburg and such employees or agents authorized by the City of Hattiesburg to utilize the information contained herein.

Intended Use of the Appraisal Review Report

The opinions, reasons, and conclusions contained in this appraisal review report approve or recommend an estimate of just compensation, contained in the appraisal report under review, as prescribed under the laws of the State of Mississippi, payable for the acquisition of specified real property rights, being acquired for public use. The estimate of just compensation approved or recommended in this appraisal review report includes the fair market value of the property, damages to the remaining property, if any, and such curative costs as are permitted by the Laws of the State of Mississippi and serves as the basis for the establishment of the amount believed to be just compensation for the acquisition of the "real property" described herein

Fair Market Value Defined

Fair Market Value as defined in the appraisal report under review is "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress".

Does this acquisition involve relocation assistance?	☐ Yes	☒ No	
The basis for this estimate is:	☒ Sales Comparison Approach	☐ Cost Approach	
Appraisal Effective Date:	3/3/2020	Report Date: 03/16/2020	
Appraisal By:	George W. Null, Jr., MAI; GA-679		
Other Appraisals By:		Date:	
Remainder:	Uneconomic Remnant	☐ Yes ☒ No	
Estate Appraised and Under Review	☒ Fee	Area of Whole Tract	68,750 Square Feet
	☐ Easement	Area of Remaining Tract	67,594 Square Feet
	☒ Other	Area to be Acquired	1,156 Square Feet

The appraisal report considered under this appraisal review is:

- ☐ **Accepted** (meets all requirements but is not selected as recommended or approved)
- ☐ **Not Accepted** (refer to reviewer's comments and conclusions)
- ☒ **Recommended** (as the basis for the establishment of the amount believed to be just compensation)
- ☐ **Approved** (as the basis for the establishment of the amount believed to be just compensation)

Parcel No. 2-029N-09-209.00

Project No. 108081-701000

Purpose of the Review Report	<i>Evaluate compliance with relevant USPAP, client requirement, and applicable regulations. If purpose of the assignment includes the development of the reviewer's opinion of value, then state whether the reviewer concurs or differs with the opinion of value under review.</i>
The purpose of this appraisal review report is to provide the client, City of Hattiesburg, with a recommended estimate of just compensation to be used as the basis for the establishment of the amount believed to be just compensation for the acquisition of real property rights defined in the appraisal report under review. It has been prepared to reach a final conclusion as to the reliability of the value presented. In addition, the purpose of this review is to assure that the appraisal under review meets the requirements of the Mississippi Department of Transportation, the Federal Highway Administration, and the <i>Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA)</i>, which are compatible with standards and practices of the current edition of the Appraisal Foundation's <i>Uniform Standards of Professional Appraisal Practice (USPAP)</i>, except to the extent that adherence to requirements of the Uniform Act, (P.L. 91-646, as amended, 42 U.S.C §4601, et seq. 49 CFR Part 24) required invocation of the USPAP Jurisdictional Exception Rule in certain instances, so as to conform with over-riding federal law relating to the valuation of real estate for government acquisition purposes.	

Scope of Work of the Review Report	<i>(State the nature, extent, and detail of the review process)</i>
The process of this review involved both a field inspection of the property appraised, field inspection of applicable comparable sales used, and a desk review of the appraisal report itself. The desk review involved verification that the appraisal report is in compliance with the requirements and needs of the Mississippi Department of Transportation, Mississippi State Law, regulations promulgated by the Federal Highway Administration, and the Uniform Standards of Professional Appraisal Practice. Also, the desk review is to assure that acceptable appraisal practice and techniques have been followed; proper data has been considered and explained, and that there are no relevant errors or mistakes in the report that would have an effect on the value or mislead the client. In regards to this review, Standards Rule 3-3(a) –(c) states: (a) When necessary for credible assignment results in the review of analyses, opinions and conclusions, the reviewer must: (i) Develop an opinion as to whether the analyses are appropriate within the context of the requirements applicable to that work. (ii) Develop an opinion as to whether the opinions and conclusions are credible within the context of the requirements applicable to that work; and (iii) Develop the reasons for any disagreement. (b) When necessary for credible assignment results in the review of a report, the reviewer must: (i) Develop an opinion as to whether the report is appropriate and not misleading within the context of the requirements applicable to that work; and (ii) Develop the reasons for any disagreement. (c) When the scope of work includes the reviewer developing his or her own opinion of value, review opinion, or real property appraisal consulting conclusion, the reviewer must comply with the Standard applicable to the development of that opinion. (i) The requirements of STANDARDS 1, 6, 7, and 9 apply to the reviewer's opinion of value for the property that is the subject of the appraisal review assignment. (ii) The requirements of STANDARD 3 apply to the reviewer's opinion of quality for the work that is the subject of the appraisal review assignment.	

- | |
|---|
| d) The requirements of STANDARD 4 apply to the reviewer's analysis, recommendation, or opinion for the consulting problem that is the subject of the appraisal consulting assignment. |
|---|

Additions or Changes to the Scope of Work and Comments <i>(If necessary)</i>	<i>Describe the nature, extent and detail of the field/desk review or any other additional scope of work.</i>
None	

Effective Date and Subject of the Review Report	<i>State the effective date of the opinion of the work under review, and the subject of an appraisal review assignment (i.e., all or part of an appraisal report, work file, or a combination of both)</i>
The effective date of this appraisal review report is 3/3/2020. The same effective date as shown as the effective date in the appraisal is being utilized in this review. Review inspected the subject property and related comparable sales on 3/13/2020. Since that time, some revisions were required; hence, an appraisal report date after the date of inspection by review. The appraisal under review has been developed in compliance with USPAP Standard Rule 1 and reported in compliance with Standard Rule 2-2(b) as an Appraisal Report. The appraiser has invoked USPAP's Jurisdictional Exception provision in regards to Standard Rules 2-2(a)(v) and 2-2(b)(v); Standard Rule 1-3(a); and Standard Rule 1-4(f). Jurisdictional Exception is claimed based upon state law (Miss Code, Sec. 65-1-8) and federal laws and regulations (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and "The Uniform Appraisal Standards for Federal Land Acquisitions"). An Appraisal Report is based upon the depth of analysis presented. Based on the data presented in the report under review along with reference to the Market Data Books, the appraisal report under review is considered to be an Appraisal Report.	

Ownership Interest Appraised in the Report Under Review	
Fee Simple & Quit Claim Interest	

Summary of Approaches			
	Before Value	After Value	Difference
Sales Comparison Approach	\$358,125	\$323,785	\$34,340
Cost Approach			
Income Approach	\$360,190	\$312,640	\$47,550

Description of the Property Under Review	<i>(Size - Before, After and Acquisition; Improvements; Location of acquisition; etc..)</i>
The subject property is an improved urban tract of land Section 9, T4N, R13W, Hattiesburg, Forrest County, MS. The tax parcel number is 2-029N-09-209.00. The total property consists 68,750 square feet; however, for appraisal purposes an area of 18,750 square feet was broken out as the affected larger parcel. Therefore, this was the only area discussed in detail and valued at this time in both the before and after condition. The area of the Larger Parcel is located at 602 Adeline Street, Hattiesburg, MS. For a detailed discussion of the total tract and larger parcel please refer to page 26 of the appraisal report. The property is currently improved with multiple buildings located at 602-604 Adeline Street. These structures were built from 1920 to 1985 being in fair to average condition. These structures comprise three (3) separate rental units which all are occupied. These structures are typical of similar building in the area with painted siding; asphalt shingle roof covering; centrally heated and cooled; with mixture of carpet, ceramic tile, and engineered wood flooring; and painted gypsum board walls and ceilings. Site improvements are typical having paved parking and sidewalks and covered walkways. In addition to on-site parking, public parking along the street is allowed. Although the structures have different actual ages; the effective age was estimated at 30 years. The affected buildings contain an aggregate of 7,289 square feet situated on a slab foundation. For a more detail discussion of the improvements please refer to page 29 of the appraisal report. The subject property consists of a total of 68,750 sq. ft±; however, for the purpose of this report an area of 18,750 sq. ft. more or less was broken out as the affected larger parcel. This parcel is L-shaped with dimensions of 150'	

Parcel No. 2-029N-09-209.00

Project No. 108081-701000

x 125'. The size of the property in the before condition is based on tax parcel/records from the Forrest County Assessor's Office.

Typical utilities are available on-site to include water, sewer, electricity, gas, and telephone. Additionally, typical utility easements are reportedly along local roadways; however, none adversely affecting the subject property. Being within the City of Hattiesburg, the subject property is also serviced by both police and fire protection.

As previously indicated, the subject property is an improved urban property being irregular in shape. The property enjoys access and frontage to Adeline Street. The topography of the site was level at road grade with drainage appearing to be adequate with none of the site being located within a designated flood zone. Being within the city, the subject property prescribes to city zoning of which the subject property is currently zoned R-A1; hence, is the property is currently a legally non-conforming property. Adjacent land uses consist of both residential and commercial uses which is typical of these older neighborhoods. The subject property consists of a multi-tenant commercial office complex that conforms to the city's parking requirements.

Within the highest and best use discussion, the appraiser discussed the current zoning; location; and most likely use of the subject property as well as the use of properties adjacent to and in close proximity to the subject property. The appraiser estimated the highest and best use as vacant to be for a commercial use and as improved, its current use or multi-tenant professional office space.

The acquisition area consists of 1,156 sq. ft. more or less along the NW side of the LP within the parking lot. This parcel is approximately 60' x 50'. Within the acquisition area are several parking spaces as well as landscaping and signage. Reportedly, the landscaping and signage is within the current ROW; therefore, no consideration was given these items. A cost estimate or contributory value for these items is provided in the addenda in case the client wishes to make an administrative adjustment for these items as encroachments cannot be considered within the valuation process. The area to be acquired will be fee simple title for the purpose of installing a roundabout at this intersection of five (5) roadways.

One of the tenants has a current lease; hence, a quit-claim has been allowed for any interest this tenant has in the acquisition area in order to ascertain clear title has been acquired.

The property subject of this report is similar to the property in the after condition as in the before condition with a slight reduction in size and more pronounced irregular shape. Due to the location of the acquisition area and the taking of part of the parking, the remaining parking lot will be required to be re-designed. It appears the parking lot will be re-designed as part of the construction project although no temporary construction easements are being acquired. Said re-designed parking may be within the area to be acquired and is now public parking area. The loss of parking and any adverse effects on the remainder will be addressed within the valuation portion of the appraisal report.

Please note; any Extraordinary Assumptions within the appraisal apply to this appraisal review as well.

Comments	<i>State all known pertinent information sufficient for the client and intended users to adequately understand the rational for the reviewer's opinion and conclusions.</i>
The Jurisdictional Exception Rule has been invoked and explained. It is this reviewer's understanding that this does not affect the development of the report. The appraiser mailed an Acquisition Guide and other materials related to the subject property to the owners of record with a signed certified letter receipt found in the addenda. The owner's attorney referred the appraiser(s) to the leasing agent whom is the owner's representative. They met on-site with the representative and explained the plans and details of the leases. Currently there is only one current lease as shown in the appraisal report. The appraisal was completed as an Appraisal Report of Improved Property; which is the correct format as the improvements were valued in both the before and after conditions.	

Within the appraisal, the appraiser considered all three approaches to value. The appraiser developed a total before value using the market and income approaches to value. The cost approach was deemed unreliable due to the age and condition of the improvements.

In the valuation of the subject's site identified as the larger parcel containing 17,850± sf, the appraiser analyzed three (3) land sales ranging in size from 21,780 sq. ft. to as large as 236,966 sq. ft. The sales ranged in price per sf from a low of \$3.21/sf to a high of \$8.00/sf having occurred between 11/14 and 6/17.

All three sales were older sales having occurred during a downturn in the real estate market. After analyzing the market within their data base as well as searching the area for newer sales, the appraiser determined that the sales did not require a time adjustment otherwise known as a Market Conditions adjustment.

All three (3) sales were considered somewhat similar to the subject property with the first considered inferior in size at over 10 times the size of the subject site; hence, an upward adjustment of 20% was warranted. The only other adjustment made was on sale 3 for its inferior location with an upward adjustment of 50% applied. No other adjustments were made.

After adjustments for the above elements of comparison discussed, the adjusted range in value was between a low of \$4.82/sf to a high of \$8.00/sf. For appraisal purposes, a unit value around the average of the sale was adopted or \$6.50 per sf. The subject's Larger Parcel containing 17,850 sq. ft. has an indicated before value of the site of **\$121,875**. To this value, a lump sum adjustment of \$3,000 was made for the paving within the proposed ROW. This value was estimated using a replacement cost new from Marshall and Swift, a nationally recognized cost source for real estate professionals, as well as previous cost estimates for similar improvements on other projects at \$2.62/sq. ft. x 20% contingency less 20% depreciation for the 1,156 sq. ft. of pavement in the acquisition for an indicated value of \$2,904 or \$3,000 RO. The net indicated before value of the site is then **\$124,875**.

The unit value in the after condition was the same in the before condition or \$6.50 per sf; hence, the remainder containing 17,594 sq. ft. equates to \$114,361 or **\$114,360 RO**.

The difference in the land value and minor site improvements is then \$10,515 of which \$3,000 is allocated to improvements within the acquisition area and the balance or \$7,515 allocated to the land in the acquisition area. It was noted; both signage and landscaping are being affected by the acquisition; however, these are existing encroachments as discussed previously.

Within the Sales Comparison Approach of the total property, the appraiser analyzed three (3) improved sales ranging in size from 1,290 sf to as large as 4,849 sf or \$43.31/sf to \$73.64/sf having occurred between 3/17 to 2/2020. As the subject property is much larger, the appraiser extracted the land value from each sale to arrive at a value of the improvements only for comparison purposes. The improvements only ranged in value from \$27,612 to \$75,600 or \$19.43/sq. ft. to \$32.95/sq. ft. The only adjustment required was an age/condition adjustment of 20% for the third sale as it was inferior in condition to the subject improvements. The adjusted range in value for the improvements only is then \$15.59/sq. ft. to a high of \$32.95/sq. ft. For the purpose of this report, the upper end of the range or \$32/sq. ft. was adopted for the indicated value of the subject's improvements on the larger parcel at **\$233,250**. To this value, a lump sum adjustment was made for the before value of the land (including the \$3,000 for paving in the acquisition) in the amount of \$124,875 for a net indicated before value of the total property of **\$358,125**.

In estimating the value of the total property in the after condition using the sales comparison approach, it was determined that a different set of sales would not render a credible value due to loss of the parking; hence, the appraiser determined the remaining improvements would be reduced by 10% based on the % of rent loss adopted within the Income Approach to Value. The unit value of \$32/sq. ft. was reduced to \$28.80/sq. ft. ($\$32 \times .10 = \3.20) for an indicated after value of the improvements of \$209,925 RO. The after value of the land was added to this value or \$114,360 less \$500 NV for Q-interest for a net after value of the total property of **\$323,785**. The NV Q-interest is deducted to not penalize the fee owner to clear title.

The difference or estimated Just Compensation based on the Sales Comparison Approach is then **\$34,340**.

The appraiser also valued the property in the before and after value for the total property using the Income Approach to Value. The first step within the Income Approach is to estimate the Gross Rent. The appraiser analyzed five (5) rent comparables all within the subject property or adjacent buildings with a rent range from \$4.91/sq. ft. to a high of \$9.95/sq. ft. For the purpose of this report, a market rent of \$8.50/sq. ft. was adopted for a gross income of \$61,957. The next step is to estimate vacancy and collection loss estimated at 20% or \$12,391 for an effective gross income of \$49,566.

From this value, all expenses are deducted such as taxes, insurance, management, and other miscellaneous expenses which total \$14,207 or 28.7% of effective gross income for net income to the property of \$35,298.

The final step is to convert this income into value using an overall capitalization rate. Several methods were considered such as the band of investment which indicated a rate of 8.2%. Another source was from publications for investment date indicating an average rate of 8.8%. Other properties which have sold in the Hattiesburg market indicated rates ranging from as low as 6% to as high as 10.31%. Considering all this data, an indicated rate of 9.8% was adopted rendering a before value of the subject's improved larger parcel via the Income Approach of **\$360,190 RO**.

In the after condition, the market rent was reduced by 10% due to the loss parking for a market rent of \$7.65/sq. ft. based on a rental with limited parking. The estimated Gross Income is then \$55,761 with a vacancy and collection loss of 20% for an effective gross income of \$44,609. The expenses were slightly less due to the reduction in management fee for a total deduction for expenses of \$13,921 or 31.2% of effective gross income for a net income to the property in the after condition of \$30,688. The same overall rate was adopted for an indicated after value of the total property's larger parcel of **\$313,140**. This value is inclusive of the loss of paving and land as previously estimated at \$3,000 and \$7,515; respectively. The nominal value for the Q-deed of \$500 is deducted for a net indicated after value of the total property's larger parcel of **\$312,640**.

The difference or estimated Just Compensation as indicated by the Income Approach to Value is then **\$47,550**.

Conclusion	<i>Address the completeness of the material under review, adequacy and relevance of the data, appropriateness of the appraisal methods and techniques, and the appropriateness and reasonableness of the work under review, and state any disagreements. (State the opinions, reasons, conclusions required in SR 3-1(d-g) given the scope of work defined)</i>
As this is a partial acquisition from an improved tract of land whereas the appraiser concluded the improvements did contribute, the appraiser completed a total before and after value of the subject property's total property considered the larger parcel in both the before and after conditions. The appraiser has properly applied both the Sales Comparison and Income approaches to value with the Income Approach given most weight as the subject property is an income producing property and the sales were substantially smaller than the subject improvements. Additionally, the loss in value is supported by the % for the rent loss in both approaches. The Appraiser adopted the Income Approach for the valuation of the subject's total property in both the before and after condition. The value opinion stated in the report under review was developed in compliance with the applicable standards and requirements. I recommend the appraisal report for use as the establishment of Just Compensation due the owner as a result of the acquisitions with the noted exception that I am of the opinion the Income Approach is not applicable to the appraisal assignment. The valuation techniques within the Sales Comparison Approach and Cost Approach were acceptable and well supported. I concur with the appraiser's conclusion in regards to valuation of the total property in the before and after condition. As the subject is subject to a current lease, the estimate of Just Compensation has been allocated to both the fee owner with a NV allocated to the tenant. The estimated due compensations is then \$47,550.	

The estimate of just compensation, which includes fair market value of the property, damages to the remaining property, if any, and such curative costs as are permitted by the Laws of the State of Mississippi, is \$47,550 and is recommended as the basis for the establishment of the amount believed to be just compensation.

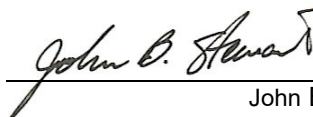
The recommended estimate of just compensation includes the following amounts compensable under State Law but not eligible for Federal reimbursements: (if none, state "none") None

Recommended Distribution of Final Estimate of Value

Parcel	Land	Improvements	Damages	Total
2-029N-09-209.00 – Fee Owner	\$7,515	\$3,000	\$36,535	\$47,050
2-029N-09-209.00 (Q) - Tenant	\$500	\$0	\$0	\$500
Total: Forty-Seven Thousand Five Hundred Fifty Dollars				

Date
03/17/2020

Review Appraiser



John B. "Jeb" Stewart, SR/WA
State Licensed Certified General Real Estate Appraiser # 231

Parcel No. 2-029N-09-209.00

Project No. 108081-701000

Review Appraisal Report (Revised: 2014)

Assumptions and Limiting Conditions

This appraisal review is subject to the following underlying assumptions and limiting conditions:

1. This review is of the property described in this report.
2. The reviewer has made no survey of the property and assumes that the areas and dimensions shown herein are correct. Any sketch or identified survey of the property included in this report is the only for the purpose of assisting the reader in visualizing the property.
3. The reviewer assumes that the proposed project will be constructed in accordance with plans provided to reviewer and within established proposed right-of-way limits except as when needed construction easements, either temporary or permanent in nature. Reviewer reserves the right to make changes or additions to this review when necessary if notified of any change, additions, or alterations in plans provided.
4. This review incorporates the assumptions and limiting conditions of the appraisal report under review and is based upon information, estimates, and opinions that were expressed in the appraisal report as well as other sources considered being reliable and believing them to be true and correct. The reviewer does not assume responsibility for the accuracy of such items that were furnished by other parties.
5. Possession of this report does not imply the right of publication and it may not be used without the consent of the City of Hattiesburg.
6. If relevant information or errors come to the attention of the review, the reviewer reserves the right to change and revise valuations in this report.
7. This report is to be used in its entirety. The reviewer is not responsible if any part of this report is used to the exclusion of the remainder.
8. The reviewer will not disclose the contents of this review or appraisal report, except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. Reviewer assumes the property to be free and clear of any and all hazardous waste and material or environmental contaminants. Unless otherwise stated in the appraisal report, the reviewer has no knowledge of any hidden or unapparent conditions of the property or adverse conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The reviewer will not be responsible for any such conditions that do exist or for engineering or testing that might be required to discover whether such conditions exist. Because the reviewer is not an expert in the field of environmental hazards, the review report must not be considered an environmental assessment of the property.

There are no additional assumptions and limiting conditions applicable to this review appraisal.

Certificate of Review Appraiser

I certify that, to the best of my knowledge and belief:

The facts and data reported by the review appraiser and used in the review process are true and correct.

The analyses, opinions, and conclusions in this review report are limited only by the assumption and limiting conditions stated in this review report, and are my personal, unbiased professional analyses, opinions, and conclusions. The recommended estimate of just compensation has been reached independently based on appraisal(s) and other factual data or record without collaboration.

I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results and my compensation is not contingent on the analyses, opinions, or conclusions reached or reported.

The real property appraisal review documented in this appraisal review report was completed in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601 et seq.), and requirements for appraisal review as outlined in 49 CFR 24, Subpart B, dated January 4, 2005. To the extent appropriate under the Laws of the State of Mississippi, the real property appraisal review documented in this appraisal review report was completed in conformity with the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), which are compatible with standards and practices of the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice (USPAP), except to the extent that compliance with the Uniform Act, 49 CFR 24, and the UASFLA required invocation of the (USPAP) Jurisdictional Exception Rule in certain instances, so as to conform with the over-riding federal law relating to the valuation of real estate for government acquisition purposes.

I did personally inspect the subject property of the work under review, and I did personally inspected the market comparable sales sited in the appraisal report under review, and I did not personally verify the factual data presented in the appraisal report under review.

I understand that this estimate may be used in connection with Federal Aid Highway Project.

Unless expressly stated otherwise in this report, no one provided significant professional assistance to the review appraiser signing this review report.

The value estimate is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions unless otherwise stated in this report. The reviewer is not an expert in the identification of hazardous substances or detrimental environmental conditions. The reviewer's routine inspection of and inquisition about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental condition which would affect the property negatively unless otherwise stated in the report. It is possible that tests and inspections made by a qualified hazardous substances or environmental expert would reveal the existence of hazardous substances or detrimental environmental conditions on or around the property that would negatively affect its value. The reviewer reserves the right to make necessary adjustments, if needed, in this report of any hazardous substances or detrimental environmental conditions are discovered on or around the property being appraised. The review process has been made with the assumption that the appraised property and other properties around the appraised property are free and clear of any hazardous substances or detrimental environmental conditions.

I have performed a prior review on an appraisal of the subject property before the most recent revision within the past three-year period immediately preceding acceptance of this assignment.

Based upon my independent review of the attached appraisal report and the exercise of my professional judgment, the recommended estimate of just compensation is \$47,550.

Review Appraiser (sig.):

(print name)

(license)

John B. "Jeb" Stewart, SR/WA

State Licensed Certified General Real Estate

Appraiser # 231

Date: 3/17/2020

Parcel No. 2-029N-09-209.00

Project No. 108081-701000

Review Appraisal Report (Revised: 2014)

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APPRAISAL REPORT of LAND

Parcel Number(s) 2-029N-09-209.00
Owner Adeline Properties, Inc.
Vacant / Occupied / Leased Leased
County Forrest
Project Name Hardy Street Roundabout Project
FAP Number STP-0210-00(037) LPA / 108081-701000

Project Description Hardy Street Roundabout
Effective Date of the Appraisal March 3rd, 2020
Report Date March 16th, 2020
Report Requested for Original Appraisal

Prepared For



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

This Appraisal Report Was Prepared By
George W. Null, Jr., MAI, State Licensed Certified General Real Estate Appraiser # GA-679
6760 US Highway 98, Suite 2, Hattiesburg, MS 39402

Possession of this report does not carry or imply a right of use and/or publication. This real property appraisal report is the property of the City of Hattiesburg and may not be utilized or cited in whole or in part without the express written consent of an authorized agent or official of the City of Hattiesburg.

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Appraisal Report

Parcel No.	<u>2-029N-09-209.00</u>		
FAP No.	<u>STP-0210-00(037) LPA / 108081-701000</u>		
County	<u>Forrest</u>		
Owner(s):	<u>Adeline Properties Inc.</u>	Address:	<u>606 South 38th Avenue</u>
Phone:	<u>Andy Stetelman Property Real Estate Agency ((601) 268-8770)</u>		<u>Hattiesburg, MS 39401</u>
Occupant(s):	<u>InsureMas, LLC</u>	Address:	<u>602 Adeline Street Suite B3</u>
Phone:			<u>Hattiesburg, MS 39401</u>

Estate Appraised:	☒	Fee	Area of Whole Tract	<u>68,750 SF</u>
	☐	Easement	Area of Remaining Tract	<u>67,594 SF</u>
	☐	Other	Area to be Acquired	<u>0.03 AC or 1,156 SF</u>

Within the scope of the assignment and consistent with USPAP Standard Rules 1 and 2-2, the following analyses, opinions and conclusions have been developed and are reported in this **Appraisal Report**. Within the Scope of Work which is described in more detail later in this report, it may be necessary to invoke the Jurisdictional Exception Rule of the USPAP in certain instances so as to maintain conformity with the Uniform Appraisal Standards for Federal Land Acquisitions, and compliance with certain laws of the State of Mississippi, and certain Federal Regulations promulgated pursuant to The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.

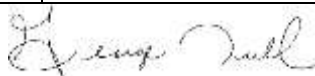
Property Owner Contact Record

Subject Property Inspection Dates: 3/3/2020, 3/6/2020

The property owner or their designated representative **was** offered an opportunity to accompany the appraiser performing this appraisal during the appraisal inspection of the property. A Right of Way Acquisition Guide was **mailed** to the property owner on the 2nd day of March, 2020. *(If opportunity was not offered, explain in comments)*

Contact Comments	
A letter was certified mailed to the property owner with their listed business address on 03/02/2020 containing a description of the project, a right-of-way plat, as well as, a right-of-way acquisition guide. The letter was undeliverable to the address provided by Adeline Properties Inc. The property owner's attorney stated that he provided the owners with a copy of the right-of-way acquisition guide, and that we need to contact the leasing agent, Andy Stetelman. The letter mailed out described the project and offered an opportunity to accompany the appraiser performing this appraisal during the appraisal inspection of the property. George Null was given Andy Stetelman as the property owners representative, per the attorney. I did not receive any correspondence from the property owner. A copy of the signed certified mail receipt is found in the addenda of this report. I spoke with Andy multiple times on 3/2/2020 and 3/3/2020 and set up a property inspection for 3/3/2020. I met with Andy Stetelman onsite, showed him a copy of the plat and inspected the exterior and interior of all of the properties in the larger parcel (602 Adeline Street). The property owner's representatives mentioned that there are 18 leases associated with Adeline Properties, LLC. and Corinne Properties, LLC. We requested copies of these leases on 3/3/2020. We received a copy of these leases. We determined only one Lease was current and contained a lease hold interest. This lease is detailed below, see the Larger Parcel explanation found later in this report which explains the ownership and effected properties in greater detail.	
Is the Property being Leased or Rented? ☒ Yes ☐ No	
Lessor:	Adeline Properties, LLC
Lessee:	InsureMas, LLC
Terms of Lease:	8/1/2019 – 6/31/2020

Appraiser:
 (signature)
 (print name)
 (license type)



George W. Null, Jr., MAI
 Certified General Real Estate Appraiser # GA-679

Date: 3/16/2020

Parcel No. 2-029N-09-209.00

Appraisal Report

Project No.

STP-0210-00(037) LPA / 108081-701000

Summary of Facts and Findings

Parcel No. 2-029N-09-209.00

Property Owner: Adeline Properties, Inc. C/O Andy Stetelman of London & Stetelman Realtors (Leasing Agent)
Address: 606 South 38th Avenue, Hattiesburg, MS 39401
Phone: (601) 268-8770

Leasehold (Tenants): InsureMas, LLC
Address: 602 Adeline Street, Suite B3

Identification of the Property Appraised:

Brief description of property identification, such as Section, Township, Range, Lot and Block, Street Address, etc.

The subject property is identified as a 68,750 Sf Parcel (According to the Tax Assessors Website) located along Adeline Street, in Hattiesburg, Forrest County. The property was considered to have a highest and best use of commercial. The property is located in Sections 9, Township 4 North, Range 13 West, Forrest, MS.

Estate Appraised:

(Fee, Easement, Other)

Fee Simple

Size of the Whole Tract (Before):

68,750 SF

Size of the Remaining Parcel (After):

67,594 SF

Size of the Area to be Acquired:

0.03 AC or 1,156 SF

Highest and Best Use Before (Whole Tract):

Commercial

Highest and Best Use After (Whole Tract):

Commercial

Size of the Larger Parcel(s) (If different from the Whole Tract)

18,750 SF

Highest and Best Use of the Larger Parcel(s)

Commercial

Unit Value of the Land (Before)

\$6.50 / SF

Unit Value of the Land (After)

\$6.50 / SF

Improvements:

(Briefly describe the improvements, such as, single family house, shed, barn, etc.)(List any personal property not covered in the appraisal report.)

The Larger Parcel consists of the office building located at 602 Adeline Street, containing 7,289 SF.

Total Before Value:	\$360,190
Total After Value:	\$312,640
Just Compensation:	\$47,550

Allocation of Compensation for All interest: *(List all interest such as Q interest, Temporary Easements, Warranty Deeds, etc.)*

Parcel No.	Land	Improvements	Damages	Total
2-029N-09-209.00	\$7,515	\$3,000 (Paving)	\$36,535	\$47,050
Q-Deed (InsureMas, LLC)		\$500		\$500

Effective Date of the Appraisal:	3/3/2020
Date of Report:	3/16/2020

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Certification of Appraiser

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct; The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and legal instructions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions;

I have no present or prospective interest in the property appraised and no personal interest or bias with respect to the parties involved;

Neither my engagement or my compensation for completing this appraisal assignment was contingent upon my developing or reporting a predetermined result, predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal;

The real property appraisal documented in this appraisal report was completed in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601 et seq.), and requirements for appraisals as outlined in 49 CFR 24, Subpart B, dated January 4, 2005. To the extent appropriate under the Laws of the State of Mississippi, the real property appraisal documented in this appraisal report was completed in conformity with the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), which are compatible with standards and practices of the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice (USPAP), except to the extent that compliance with the Uniform Act, 49 CFR 24, and the UASFLA required invocation of the (USPAP) Jurisdictional Exception Rule in certain instances, so as to conform with the over-riding federal law relating to the valuation of real estate for government acquisition purposes.

This appraisal conforms with the appropriate State laws, regulations, policies, and procedures applicable to the appraisal of rights of way for highway purposes;

Unless expressly stated otherwise in this report, I made a personal inspection of the property appraised and the property owner, or his/her designated represented, was given the opportunity to accompany me on the inspection;

George Null, made a personal inspection of the property that is the subject of this report on: 3/3/2020

Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property;

No one provided significant professional assistance to me in the performance of this appraisal except for the following named individuals: None; Unless expressly stated otherwise in this report, no one provided significant professional assistance to me in the performance of this appraisal;

I have not performed any services regarding the subject property in within the three (3) year period immediately preceding acceptance of the assignment, as an appraiser or any other capacity;

I have not revealed the findings and results of this appraisal report to anyone other than the proper officials of the City of Hattiesburg and I will not do so until authorized by the Department or until required by law.

My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation;

George Null is state certified by the State of Mississippi as a General Real Estate Appraiser, License No., and as of the date of this report, has completed the continuing education program required to maintain that license.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

The Appraisal Institute conducts a program of continuing education for its designated members and members are awarded periodic educational certification.

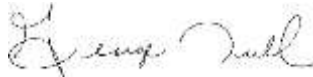
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Based upon my independent appraisal and the exercise of my professional judgment, it is my opinion that the valuation of the subject property is as follows:

Fair Market Value of the Whole Tract (as defined in this report)	Before	\$360,190
Fair Market Value of the Remainder Property	After	\$312,640
The difference between the Fair Market Value of the whole tract and the remainder is as of March 3 rd , 2020 and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.		\$47,550

Date **3/16/2020**

Appraiser (sig.)



(name)

George W. Null, Jr., MAI

(License)

Certified General Real Estate Appraiser # GA-679

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Appraisal Scope of the Work

Identification of Client and Intended Users

The City of Hattiesburg requested appraisal of the property described in this report. The intended user of this appraisal report is the City of Hattiesburg and such employees or agents authorized by the City of Hattiesburg to utilize the information contained herein. There are no other intended users.

Intended Use of the Appraisal Report

The facts, analyses, opinions, and conclusions contained in this appraisal report establish an estimate of just compensation, as prescribed under the laws of the State of Mississippi, payable for the acquisition of specified real property rights, being acquired for public use. The estimate of just compensation in this appraisal report includes the fair market value of the property, damages to the remaining property, if any, and such curative costs as are permitted by the Laws of the State of Mississippi, and, upon determination by appraisal review that this appraisal report complies with all applicable standards and requirements, serves as the basis for the establishment of the amount believed to be just compensation for the acquisition of the "real property" described herein. There are no other intended uses.

Purpose of the Appraisal

The purpose of the appraisal is to render an opinion as to the Fair Market Value of specified real property as of the stated date and, through application of the Before and After Rule as prescribed under the laws of the State of Mississippi, the valuation of the remainder of specified real property. The difference between these two valuations is the value being sought by the client and is reported to the client as the "opinion of just compensation".

Parameters of Data Search

The scope of the assignment is to collect and verify as completely as possible, comparable sales, and rentals, if applicable, from within the subject area, or other areas that, in the opinion of the appraiser, are reasonably comparable to the subject area, so that a value conclusion may be derived.

Sources of the data, utilized for this appraisal, include county deed records, real estate brokers, real estate appraisers, and other individuals knowledgeable in the local real estate market and, as applicable and appropriate, other individuals knowledgeable in specific types of property. One or more of the principals involved in the transactions, grantor, grantee, attorney, financier, broker of the transaction, or their representatives, have verified the market sales used in this report. Mississippi is a non-disclosure State. Other than the recordation of a deed, there is no legal requirement for grantors, grantees, or other parties to a transaction, to disclose any information relative to the transfer of real property. Since there is no legal requirement for the deed to include the transaction price when it is recorded, it is possible that there are transactions for which purchase price data could not be obtained.

Extent of Property Inspection

Per the USPAP Scope of Work Rule, "*The report must contain sufficient information to allow intended users to understand the scope of work performed*". The extent of the subject property inspection, including interior and exterior areas, is required content of the appraisal report per the USPAP scope of work rule and per guidance from the FHWA regarding requirements for scope of work. The "extent of the inspection process" includes, but is not limited to: a declaration as to the part or parts of the property that were actually viewed or not viewed during the inspection; for structures and other improvements, whether such items were physically measured by the appraiser, whether interior and/or exterior inspection was performed for each item, and a declaration regarding the level of detail associated with the inspection of tangible property. The following is a description of the extent of the inspection performed on the subject property for this appraisal assignment

We spoke with Andy multiple time on 3/2/2020 and 3/3/2020 and set up a property inspection for 3/3/2020. I met with Andy Stetelman onsite and inspected the exterior and interior of one of the buildings on the larger parcel (602, Adeline Street). We documented this inspection with photographs and measurements showed later in the report. We also inspected the interior of 604 Adeline Street and spoke with the tenant. She stated her name was Sharon
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Dever, the lessee who operated Quest Pharmacy. She stated that she parks behind her building and typically does not have any parking deficiencies. This tenant and the tenants in the building to the south (606-610) have similar rear parking areas and were not considered to be affected by the proposed R.O.W. See the Larger Parcel explanation found later in this report which explains the ownership and effected properties in greater detail.

Note: The appraiser was not given access to all of the leased areas (due to the lack of keys) contained within the buildings. Therefore, the appraiser has the right to alter this appraisal if any information that is deemed necessary to the valuation of this appraisal report is provided. We were able to inspect the interior of the buildings on the larger parcel.

Valuation Process

The data obtained is to be analyzed, when appropriate, via the Cost, Income, and Sales Comparison Approaches to Value, with appropriate support for any adjustments made and the value conclusions. The values derived via these three approaches, if applied, are then reconciled into final opinions of value for the subject property for both the before condition and after condition, respectively. The just compensation opinion thus derived by this process encompasses the value of the partial acquisition, improvements within the acquisition, damages to the remainder (if any), including any curative costs impacted by the acquisition in accordance with the Uniform Act and the Laws of the State of Mississippi.

Property Rights Appraised

The property rights appraised in this report consist of fee simple, and, as applicable and appropriate, easement, leased fee, and leasehold interest(s).

“Fee Simple Estate” is defined as: “Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.” Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed., s.v. “fee simple estate”, (Chicago: Appraisal Institute, 2015), PDF e-book.

“Easement” is defined as: “The right to use another’s land for a stated purpose.” Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed., s.v. “easement”, (Chicago: Appraisal Institute, 2015), PDF e-book.

“Leased Fee Interest” is defined as: The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.” Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed., s.v. “leasehold fee interest”, (Chicago: Appraisal Institute, 2015), PDF-ebook.

“Leasehold Interest” is defined as: “The right held by the lessee to use and occupy real estate for a stated term and under conditions specified in the lease.” Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed., s.v. “leasehold interest”, (Chicago: Appraisal Institute 2015), PDF e-book.

Property Appraised: Estate(s)	List and describe, if necessary, the property right(s) appraised (i.e., fee simple, easement, other)
Fee Simple and Quit-Claim Interest	

Fair Market Value Defined

Fair Market Value is value in exchange. It is “the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress”. (See the *Terms and Definitions* section of this report for the source of this definition)

Assumptions and Limiting Conditions

This appraisal is subject to the following underlying assumptions and limiting conditions:

The appraiser certifies that to the best of his or her acknowledge and belief, the statements contained in this appraisal report, subject to the limiting conditions set forth below are correct.

This appraisal is of the property described in this report.

The appraiser has made no survey of the property and assumes that the areas and dimensions shown herein are correct. Any sketch or identified survey of the property included in this report is only for the purpose of assisting the reader in visualizing the property.

Certain information in this report was obtained from and/or furnished by sources believed to be reliable; however, the absolute accuracy of information is not guaranteed. If relevant information or errors come to the attention of the appraiser, the appraiser reserves the right to change, alter, revise, or void the opinions contained in this report in part or in their entirety.

Possession of this report does not imply the right of publication and it may not be used without the consent of the City of Hattiesburg. This report is to be used in its entirety. The appraiser is not responsible if any part of this report is used to the exclusion of the remainder.

I am not familiar with any engineering studies made to determine the bearing capacity of the land or that indicate any mineral contents of a significant nature.

The appraiser has no knowledge of the existence of hazardous materials on the property unless otherwise stated in this report. The appraiser, however, is not qualified to detect such substances. The presence of any such substances, which may be potentially hazardous materials, may affect the value of the property. However, as directed by the client, the City of Hattiesburg, this value estimate is predicated on the assumption that there are no such materials on or in the property that would cause a loss in value.

To the best of my knowledge no portion of the value assigned to the subject property is for items, which are non-compensable according established laws.

This property has been appraised as though free of all liens, unless otherwise stated herein. No responsibility is assumed for matters legal in nature, nor is any opinion of title rendered herewith. Good title is assumed.

Certain background and other relevant information applicable to the appraisal of this property and for this appraisal report is given in the project data brochure, which is incorporated herein by reference.

This appraisal was performed within requirements of regulation, law, and supplemental appraisal standards that are applicable to appraisals performed for governmental acquisitions and thus, certain valuation opinions and conclusions stated in this appraisal report are affected by these requirements. Applicable Mississippi Law is found at Mississippi Code Section 65, Section 43, Section 11, and also found in certain published decisions of the Mississippi Supreme Court as they pertain to property acquisition by Eminent Domain. Applicable Federal Law is found in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24 and further described in *"The Uniform Appraisal Standards for Federal Land Acquisitions"*,

The reported value estimate assumed no impact on value because of "Section 404 wetlands", as defined by the U. S. Army Corps of Engineers. The client is urged to seek advice of an expert to determine any potential impact on wetlands on the property.

There are no additional assumptions and limiting conditions applicable to this appraisal.
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Extraordinary Assumptions and Hypothetical Conditions

Standard Rule 1-2(g) and (h) and Standard Rule 2-2 (a)(viii) and (b)(viii) of the *Uniform Standards of Professional Appraisal Practice* require the appraiser to identify and state all extraordinary assumptions and hypothetical conditions when developing and reporting an appraisal.

The *Uniform Appraisal Standards for Federal Land Acquisitions*, Section 1.2.7, page 13, further states that:

“An extraordinary assumption may be used in an assignment only if:

1. it is required to properly develop credible opinions and conclusions;
2. the appraiser has a reasonable basis for the extraordinary assumption;
3. use of the extraordinary assumption results in credible analysis; and
4. the appraiser complies with disclosure requirements set forth in USPAP for extraordinary assumptions.”

“A hypothetical condition may be used in an assignment only if :

1. use of the hypothetical condition is clearly required for legal purposes, for purposes of reasonable analysis, or for purposes of comparison;
2. use of the hypothetical condition results in a credible analysis;
3. the appraiser complies with the disclosure requirements set forth in USPAP for hypothetical conditions, and
4. the hypothetical condition is provided to the appraiser in writing by the client or an authorized representative of the client.”

USPAP 2018-2019, pg. 4 defines extraordinary assumption as “an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions. Uncertain information might include physical, legal or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends, or the integrity of data used in an analysis.

USAP 2018-2019, pg. 4 defines hypothetical condition as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for purpose of analysis.” Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristic of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

An appraiser cannot make an assumption or accept an instruction that is unreasonable or misleading, nor can an appraiser make an assumption that corrupts the validity of the value estimate. Written legal instructions that have proper foundation must be accepted and must be included in the appraisal report.

Following, if applicable, are all extraordinary assumptions and/or hypothetical conditions that affected the analyses, opinions, and conclusions of this report which are explained in the scope of work:
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None

Following, if applicable, are appraiser instructions that affected the analyses, opinions, and conclusions of this report:

None

Following, if applicable, there are no temporary easement assumptions.

None

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Statement on The Use of Significant Professional Assistance and The Use of Consultant's Report(s)

If professional assistance was provided to the appraiser, the name of the individual(s) providing such assistance must be stated below. This includes both professional appraisal assistance and providers of subsidiary assistance, e.g., appraisers, registered foresters, architects, attorneys, planning and permitting consultants, engineers, cost estimators, marketing consultants, etc., etc.

If applicable, the following is a description of any necessary or appropriate steps that were performed in the completion of this appraisal assignment that were not previously noted in the scope of work, including a list of the individual(s) providing professional assistance and the type and extent of assistance provided.

N/A

Declaration of Jurisdictional Exception to the Uniform Standards of Professional Appraisal Practice

In conformity with the requirements of USPAP Standard Rule 2-1(a, b, & c), this section of the appraisal report references those specific laws and regulations that prescribe methods and procedures of appraisal and appraisal reporting contrary to that required by USPAP. Application of the Jurisdictional Exception Rule of the USPAP is hereby declared.

Linking Estimate of Value to Specific Exposure Time –

The Comment to USPAP Standards Rule 1-2(c) states “*when reasonable exposure time is a component of the definition for the value opinion being developed, the appraiser must also develop an opinion of reasonable exposure time linked to that value opinion*”. The Comment to USPAP Standards Rule 2-2(a)(v) and 2-2(b)(v) states “*when an opinion of reasonable exposure time has been developed in compliance with Standards Rule 1-2(c), the opinion must be stated in the report*”. Under Federal appraisal standards, “exposure time” statements are not permitted to appear in appraisal reports prepared for governmental acquisitions. Therefore, pursuant to the authority conveyed to the MDOT through Miss. Code, Sec. 65-1-8 all real property appraisals prepared for the MDOT, whether by staff employees or contracted fee appraisers, shall invoke a Jurisdictional Exception to the requirements of USPAP 2-2(a)(v) and 2-2(b)(v) in order to maintain compliance with Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., found at 49 C.F.R. Part 24.103 and stated with specificity in “*The Uniform Appraisal Standards for Federal Land Acquisitions*”, Section 1.2.4., Page 10 and Section 4.2.1.2, Page 95.

Consideration of Land Use Regulations –

USPAP Standard Rule 1-3(a) requires analysis of the effect existing land use regulations and reasonably probable modifications to same. This requirement is contrary to Federal appraisal standards. All real property appraisals performed for the MDOT, whether by staff employees or contracted fee appraisers, must disregard any recent rezoning if such rezoning was a consequence of, or in anticipation of, the government project for which the appraisal is being conducted. Therefore, pursuant to the authority conveyed to the MDOT through Miss. Code, Sec. 65-1-8, all real property appraisals shall invoke a Jurisdictional Exception to the requirements of USPAP 1-3(a) in order to maintain compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.103 and stated with specificity in “*The Uniform Appraisal Standards for Federal Land Acquisitions*”, Section 4.3.2.4.1, Page 109.

Consideration of Anticipated Public Projects –

USPAP Standard Rule 1-4(f) requires the appraiser to analyze the effect on value of anticipated public improvements located on or off the property appraised. The appraisal requirements of USPAP Standard Rule 1-4(f) are contrary to State and Federal Law regarding appraisals performed for government acquisitions. All real property appraisals performed for the MDOT, whether by staff employees or contracted fee appraisers must disregard any decrease or increase in the fair market value of real property caused by the government project for which the appraisal is being conducted. Therefore, per Mississippi Law found in the Miss. Code, at Sec. 43-37-31 and Federal Law found in Title III, Sec. 301(3) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.103(b) all real property appraisals performed for the MDOT shall invoke a Jurisdictional Exception to the requirements of USPAP 1-4(f).

Valuation by Market Approach Only (a.k.a. Sales Comparison Method):

Unless specifically prohibited by Law, the MDOT is empowered and directed by statute to adopt such procedures as are advisable and/or necessary for the purpose of obtaining or securing financial assistance, grants or loans from the United States of America, or any agency thereof. All real property appraisals performed for the purpose of governmental acquisitions within the scope of The Uniform Act are authorized to omit cost and income approaches to valuation where sufficient sales data exists to produce a reliable opinion of value by use of the Market Approach alone (*a.k.a. Sales Comparison Approach*). Therefore, pursuant to the authority conveyed to the MDOT under Mississippi Law and stated in the Miss. Code, at Sec. 65-1-8 and Federal Law under the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.103(a)(3), all real property appraisals performed for the MDOT, whether by staff employees or contracted fee appraisers, shall invoke Jurisdictional Exception to the requirements of Standard Rule 1-4(b, c), and Standard Rule 2-2(a)(xi) as it pertains to same.

Additions to the Scope of Work and Comments (if necessary)	
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The Scope of Work included:

a) an inspection of the subject property and the research and collection of data pertaining to recent economic development and real estate activity in Forrest County, Mississippi, as well as other parts of the state. The Sales Comparison approach to value was used. Information was collected from courthouse records, files of reliable real estate professionals, property owners and developers, the search of public records through the use of commercial sources of data such as printed comparable data services and computerized databases. Search parameters such as dates of sales, leases, locations, sizes, and types of properties were started with relatively narrow constraints and, if necessary, were expanded until the appraiser had either retrieved data sufficient (in the appraiser's opinion) to estimate market value, or until the appraiser believed that he had reasonably exhausted the available pool of data. Efforts were made to verify the data with persons directly involved in the transactions such as buyers, seller, brokers, or agents. At the appraiser's discretion, some data was used without personal verification if, in the appraiser's opinion, the data appeared to be correct. In addition, the appraiser considered any appropriate listings or properties found through observation during appraiser's data collection process. The appraiser reported only the data deemed to be pertinent to the valuation problem;

b) has investigated and analyzed any pertinent easements or restriction, on the fee simple ownership of the subject property. It is the client's responsibility to supply the appraiser with a title report. If a title report is not available, the appraiser will rely on a visual inspection and identify any readily apparent easements or restrictions;

c) has analyzed the data found and has reached conclusions regarding the market value, as defined in the report, of the subject property as of the date of value using appropriate valuation approach(es) identified above;

d) has prepared the appraisal in compliance with the Uniform Standards of Professional Appraisal Practice as promulgated by The Appraisal Foundation and the Code of Professional Ethics and Certification Standard of the Appraisal Institute;

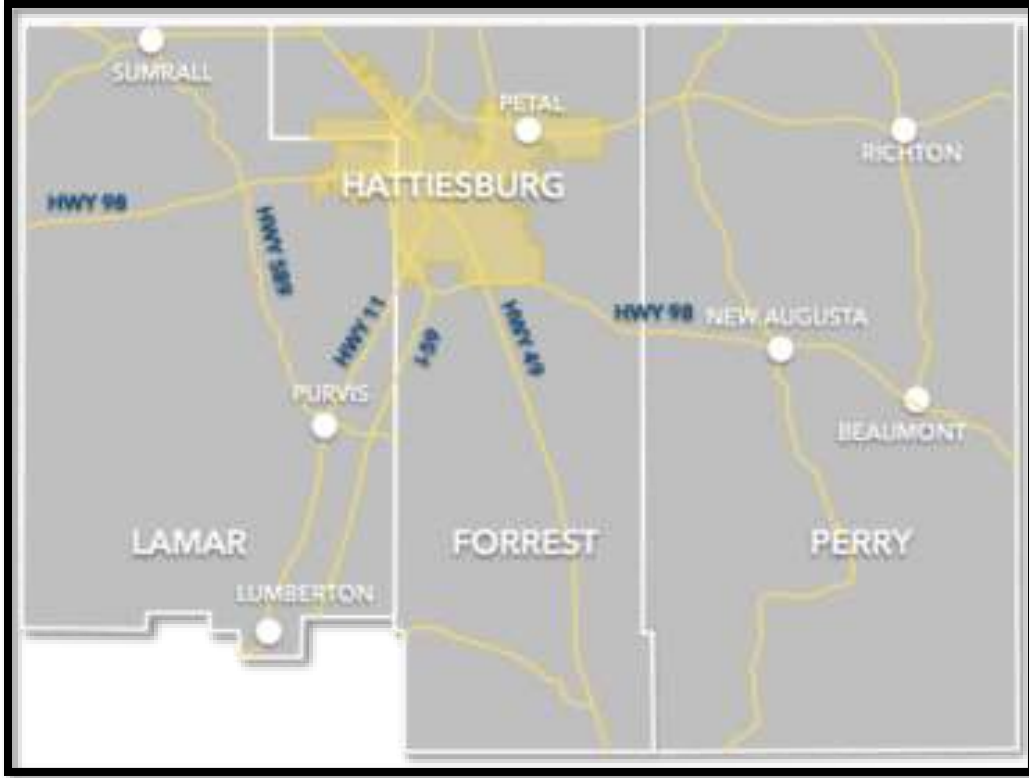
e) has prepared an Appraisal Report, as defined in USPAP, which includes photographs of the subject property, descriptions of the subject neighborhood, the site, and any improvements on the site, a description of the zoning, a highest and best use analysis, a summary of the most important sales used in the appraiser's valuation, a reconciliation and conclusion, and other data deemed by the appraiser to be relevant to the assignment. Pertinent data and analyses not included in the report may be retained in the appraiser's files;

f) This appraisal report is an estimate of market value of the property, assuming quality materials, workmanship and properly functioning equipment and mechanics of the building. It does not serve as a home or building inspection, structural inspection, environmental or pest inspection. In preparing this report, the appraiser is not acting as a home or building inspector, engineer, surveyor, or pest inspector. In performing the limited inspection of this property, areas that were readily accessible were visually observed and the review is superficial only. This inspection is not technically exhaustive and does not offer warranties or guarantees of any kind. It is advised to have any structure inspected by an inspector or other suitable professional that offers such warranted or guaranteed inspection of the structural, environmental aspects, or other areas of concern.

Area & Neighborhood Data

LOCATION:

Hattiesburg is centrally located to several major markets, thus its nickname the “Hub City.” These markets include:



POPULATION:

The following statistics are available from the US Census Bureau. Historical population statistics for the area are summarized as follows:

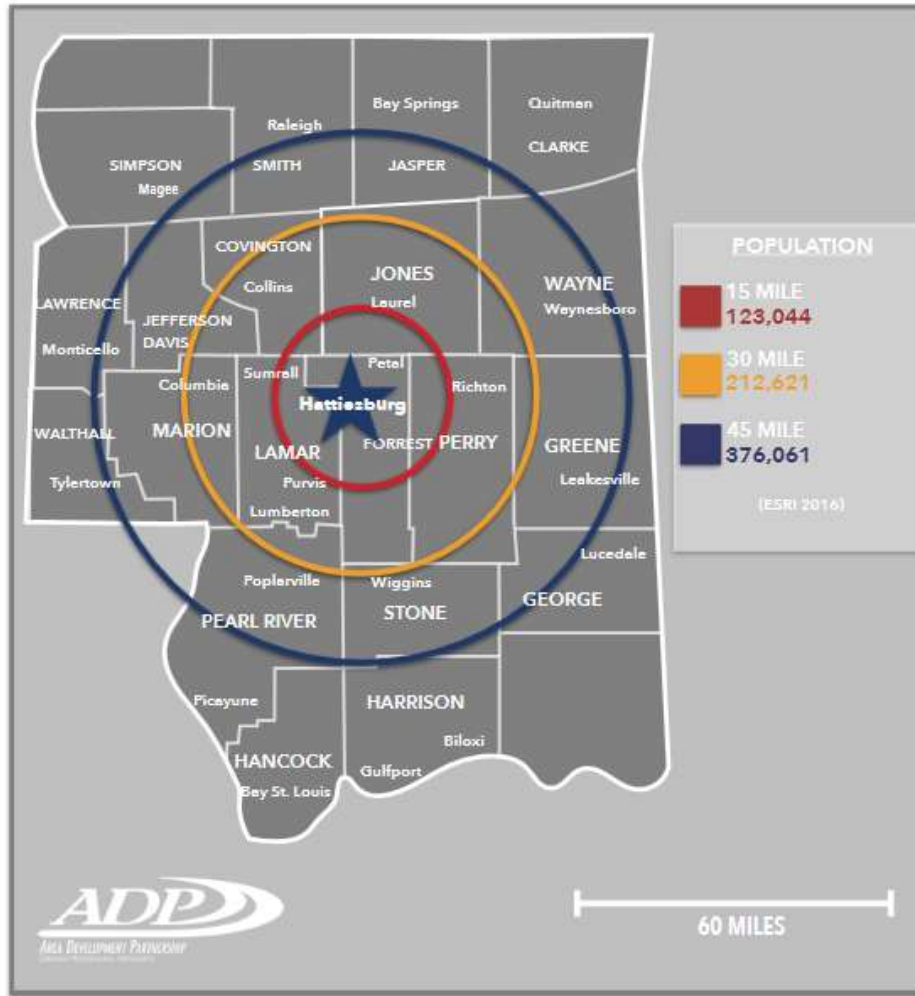
The chart exhibits the trend in population for the region from 1990 to 2010(2006 for Forrest and Lamar Counties). The Hattiesburg MSA has seen above average growth since 1990.



RADIUS RING MAP

EAGLE ONE MEGA SITE

POPULATION: 15, 30 & 45 MILES



CLIMATE:

The average elevation is 170 feet above sea level.

Average Temperature (Fahrenheit)	66 Degrees
Average High (Fahrenheit)	76 Degrees
Average Low (Fahrenheit)	56 Degrees
Average Humidity (percent)	Annually 74%
Average Precipitation (inch)	Annually 62"

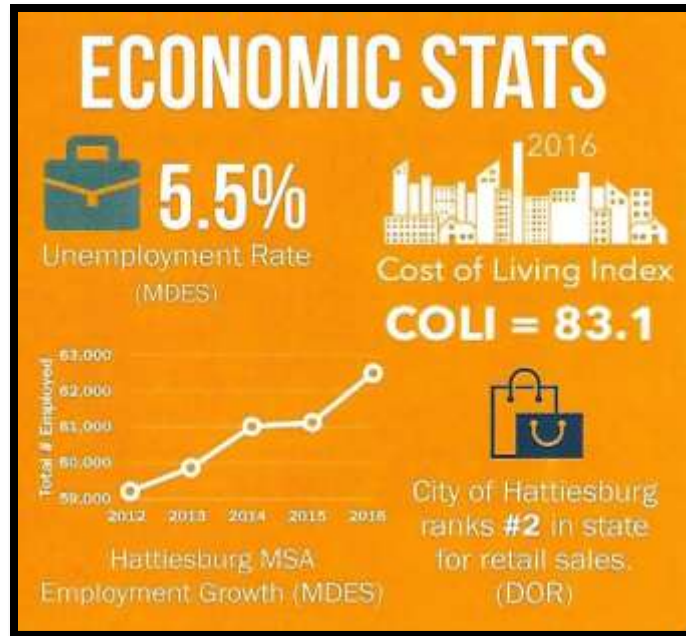
BUSINESS AND INDUSTRY:

There are approximately 92 manufacturing firms in the county, employing 5,300 workers. Hattiesburg has a fully-developed industrial park with 325 available spaces.

The agriculture income for the county averages \$20 million annually. Forestry is the county's largest agri-business, producing about \$8 million in sales. Tables of the largest manufactures and employers are shown below.

TOP EMPLOYERS	
MANUFACTURING/DISTRIBUTION EMPLOYERS	
EMPLOYER	# OF EMPLOYEES
Mar-jac Poultry	661
Channel Control Merchants	665
Kohler Engines	400
Georgia Pacific, Leaf River Cellulose	300
Hood Industries - Beaumont	200
Johnson Controls Company	200
Mississippi Tank	192
Borden	175
Select Product Group	148
Stion	125
Hattiesburg Coca-Cola	125
Resinall	115
Western Container	114

SERVICE EMPLOYERS	
EMPLOYER	# OF EMPLOYEES
Forrest General Hospital	3151
University of Southern Mississippi	2300
Hattiesburg Clinic	2218
Camp Shelby	2200
Lamar County School District	1300
Merit Health Wesley	1222
General Dynamics Information Technology (GDIT)	1000+
Hattiesburg Public School	750
City of Hattiesburg	717
Petal School District	535
South Mississippi EPA	400
William Carey University	370
Regions Bank	329



ECONOMIC BASE

Hattiesburg, also known as the “Hub City,” is within 100 miles of the state capital, Jackson, as well as the Gulf Coast, New Orleans, LA, and Mobile, AL. The greater Hattiesburg area is the educational, retail, military, and medical center for more than a quarter of a million people throughout southeast Mississippi. Hattiesburg MSA is the site of numerous small and several large corporations. The largest employers in terms of total employment in Hattiesburg MSA are summarized in the chart below.



LABOR FORCE

★ EAGLE ONE MEGA SITE

45 MIN COMMUTE
154,571

60 MIN COMMUTE
239,133

Source: ESRI
Labor Force- ages 20-64

ADP
ALL DAYWORK DESIGNER

60 MILES

GROWTH

The ADP (Area Development Partnership) has recently secured options on a 2,222 acre mega-site. This large industrial site is the first of its kind in South Mississippi. The site has 2.8 miles of frontage along I-59 and 1.2 miles of frontage along Hwy 11. Hattiesburg has recently been named one of the 50 fastest growing metro areas in America. This new site provides for an increased growth in business development and employment.

SOUTH MISSISSIPPI'S PREMIER MEGA SITE

- Over **2200 acres** available for development
- Approximately **3 miles** of frontage on Interstate 59
- Over **1 mile** of frontage on U.S. Highway 11
- **All Technical Due Diligence** completed
- Conceptual plan shows **>8M sq. ft.** under roof
- Rail service provided by **Norfolk Southern**



DISTRICT AT MIDTOWN

Mixed Use Development under construction

\$34M

290 Jobs





ANNOUNCED PROJECTS

\$280+
Million
in capital investment



1,100+
full-time jobs



Investing **\$120M** &
creating **260 jobs**



\$200M
in green solar energy
under construction

ECONOMIC DEVELOPMENT

NEW AND EXPANDING BUSINESSES ANNOUNCED IN 2016

Company	Investment	Jobs
Mar-Jac Poultry	\$36,915,000.00	100
District at Midtown	\$34,000,000.00	290
Forrest General Hospital	\$34,000,000.00	151
The University of Southern Mississippi	\$26,800,000.00	
Camp Shelby	\$22,300,000.00	
The Met Apartments*	\$18,000,000.00	
SPG	\$15,000,000.00	25
Lone Star Gas*	\$13,000,000.00	
William Carey University	\$8,600,000.00	19
Enterprise Gas Products*	\$8,000,000.00	
Hattiesburg Clinic	\$7,873,000.00	58
Wis-Pak	\$5,200,000.00	
Johnson Controls	\$4,136,000.00	12
Kohler	\$3,903,865.00	
Channel Control Merchants	\$3,706,181.00	170
Green Bay Converting	\$3,551,910.29	
Magnolia State Bank	\$3,500,000.00	4
Planet Fitness*	\$3,361,598.00	
Cavender's Western Outfitter*	\$3,243,500.00	12
Eagle Flatts*	\$3,131,897.91	
Western Container Corp.	\$2,326,429.00	
Merit Health Wesley	\$2,300,000.00	45
Baker and Graham Dental Clinic	\$1,996,900.00	2
The Summit Shopping Center	\$1,800,000.00	
Southern Grand Theatres Hattiesburg 18*	\$1,600,000.00	
Lil' Butcher Shoppe	\$1,415,000.00	
Mississippi Tank Company	\$1,293,649.83	
Panera Bread	\$1,233,207.00	
The Shoppes at Park Crest*	\$1,230,000.00	
Zaxby's (Petal)*	\$1,227,000.00	
Hibatchi Express / Insomnia Cookies	\$1,100,000.00	20
Dandy Dan's (Smith Petroleum Co., Inc.)	\$1,015,278.00	
Zaxby's (Hattiesburg)*	\$1,006,718.00	
Weyerhaeuser	\$1,000,000.00	
Dollar General Store (Hattiesburg)*	\$822,100.00	
Up/Down Trampoline Park*	\$820,000.00	
Dollar General Store (Petal)*	\$700,000.00	
CycleBar	\$520,000.00	10
Oxiteno		15
SaviLinux		200
Total	\$281,629,234.03	1,133

*dollar amounts are from building permit figures only

EDUCATION:

The Hattiesburg area has 22 public schools. The Hattiesburg Area Education Foundation provides private funding and special programs to most of these schools to enhance the fundamental curriculum. The business community takes an active role in augmenting the school system through the Adopt-A-School program.



Hattiesburg is home to the University of Southern Mississippi with an enrollment of more than 12,000 students and William Carey College with an enrollment of about 2,000 students. U.S.M. has recently opened a new \$19 million Polymer Science Research Facility that is paralleled by no other in the United States. Jones County Junior College and Pearl River Community College are both within easy driving distance.

HIGHER EDUCATION

INSTITUTION	ENROLLMENT	ANNUAL GRADUATES
University of Southern Mississippi	13,115	3,351
William Carey University	4,415	1,180
Pearl River Community College	4,755	880
Jones County Junior College	4,592	1,071
TOTAL	26,877	6,482

GOVERNMENT:

Hattiesburg has a mayor/council type of government. Forrest County has a five-member board of supervisors.

COMMUNICATIONS:

Newspaper - *Hattiesburg American* (daily) and *Advertiser News* (weekly) is two papers serving Hattiesburg.

Radio Station - Hattiesburg has ten AM/FM stations.

Television - There are two local TV stations and one cable TV Company serving the Hattiesburg area.

LAW ENFORCEMENT AND EMERGENCY SERVICES:

Hattiesburg has a force of 90 officers in the city and 33 in the county. The fire department includes 96 firefighters located at 7 stations.

MEDICAL SERVICES:

Hattiesburg serves as the medical hub of South Mississippi, with two hospitals with 704 beds, the largest multi-specialty clinic in the state, a full service regional reference laboratory, 230 doctors and 43 dentists.

UTILITIES:

The Dixie Electric Power Association, Mississippi Power Company, Pearl River Valley Electric Power Association, South Mississippi Electric Power Association and the Southern Pine Electric Power Association provide electricity to the greater Hattiesburg area.

Hattiesburg's water needs are provided by the City of Hattiesburg, which has a capacity of 16 million g.p.d.

Willmut Gas and Oil Company, fuels oil and LP gas are available from local sources.

**CLUBS AND
ORGANIZATIONS:**

Hattiesburg has local groups of most national civic groups. A complete list of these organizations is available through the Hattiesburg Area Chamber of Commerce.

TRANSPORTATION:

Highways - Interstate Highway 59, U.S. Highways 49, 98 and 11, and State Highway 42 serve Hattiesburg.

Airports - Pine Belt Airport is for commercial use and has 6,500 foot runway. Bobby Chain Municipal Airport, noncommercial, has a 6,250 foot runway.

Railroads - Hattiesburg is served by Amtrak, Midsouth Rail, Illinois Central Gulf and Norfolk Southern.

Motor Freight Carriers - Serving Hattiesburg is 17 truck lines and 15 local terminals.

Bus Service - Greyhound/Trailways Bus lines provide passenger and package service.

**PARKS AND
RECREATION:**

Kemper Park and Zoo, Pep's Point Water Park, Camp Shelby War Museum, Hattiesburg Historical Society, Paul B. Johnson State Park, seven local golf courses;
U.S.M. - Natural Science Museum and Woods Art Gallery;
Checker Hall of Fame; and William Carey College - Lucille Parker Gallery.

Site Description

(Before, Acquisition, After)

Site Description — Before

An analysis of the subject site is particularly important in estimating its highest and best use and for separate valuation from the improvements. The following is a discussion of the subject site in the Before Condition.

Present Use of Site: Multi – Tenant Commercial Offices

Legal Description of the Total Ownership: A 1.58 Acre or 68,750 SF, more or less, parcel located in Section 9, Township 4N, Range 13W, Forrest County, Mississippi. See the legal description in the addenda for further details.

Location: The subject property is located along Adeline Street and south of Hardy Street. In Section 9, Township 4 North, Range 13W. See Tax Map for more information.

Dimensions/Area/Shape: 400' x 250', less and except a 150' x 75' parcel. This totals 68,750 SF. An 18,750 SF area 150' X 125' lot of this whole tract was determined as the larger parcel. See the tax map for a visualization of the L – Shaped parcel.

Frontage/Access: The subject property has access and frontage from Adeline Street

Topography: Level

Flood Plain and Drainage Data: Adequate, not located in a flood hazard area

Use Restrictions: This parcel is Zoned R-A1 and is not conforming.

Site Improvements: Multiple office buildings and associated parking

Off-Site Public Improvements: Public parking

Adjacent Land Uses: Commercial & Residential

Easements/Encumbrances: None

Utilities:

Utility Service	Supplier	Utility Service	Supplier
Electricity	Mississippi Power Company	Sewer	City of Hattiesburg
Gas	Spire	Water	City of Hattiesburg
Garbage Collection	City of Hattiesburg		

Comments:	<i>Additional narrative, as needed.</i>
The property is utilized as an income producing, multi-tenant, commercial office complex. It conforms to the parking requirement for the city.	

Site Description — Area of Acquisition

Location: Located along the northwest side of the larger parcel, in the parking lot.

Dimensions/Area/Shape: The Acquisition area is triangular in shape and contains 1,156 SF in size. The dimensions are 59' by 48'.

Site Improvements: Parking, signage and landscaping. The sign and landscaping are not located in the R.O.W.

Rights to be Acquired for Each Parcel: Fee Simple

Comments:	<i>Additional narrative, as needed.</i>
There is 1,156 sf of paved parking located in the R.O.W.	

Site Description — After

Dimensions/Area/Shape: The remaining tract is similar in shape containing a total of +/- 67,594 SF and could continue to support the current uses found on site. The remaining area of the larger parcel contains 17,594 sf and is roughly a 90' x 125' x 150' x 79' lot.

Frontage/Access: Altered due to construction plans. The parking spaces have been redesigned. See the plat on the following pages.

Topography: Same

Flood Plain and Drainage Data: same

Use Restrictions: Loss of Parking

Site Improvements: Same, except loss of sign, landscaping and 10 parking spaces

Off-Site Public Improvements: public parking

Easements/Encumbrances: None

Utilities:

Comments:	<i>Additional narrative, to include any adverse effects on the use of the remainder.</i>
In the after condition, the building will lose utility due to the loss of parking. This is explained in more detail later in this report.	

Items of Real Property Appraised

18,750 SF of land and improvements.

Items of Personal Property Not Appraised

Contents of leased building and parking area.

Whole Tract and Larger Parcel Declaration

Whole Tract Declaration

On those properties where the total ownership and the Larger Parcel are not one-in-the-same, it is possible for a property to contain several Larger Parcels (Highest & Best Use areas). The acquisition may affect more than one Larger Parcel (H&BU area), it is essential that there be a clear declaration by the appraiser as to what part and/or parts of the total ownership are being appraised. This section of the appraisal report declares exactly what was valued in the appraisal process and includes:

- The size of the contiguous total ownership provided to the appraiser by the MDOT
- Declaration of the Larger Parcels (H&BU areas) within the total ownership that are unaffected
- Identification and delineation of the affected Larger Parcels (H&BU areas) described by the following methods as appropriate:
 - a) Clearly visible physical features- road, creek, ditch, fence, tree line, etc.
 - b) Subdivision boundary, Zoning line, corporate limits, county line, section line, etc.
 - c) Dimensioned area as determined by the appraiser

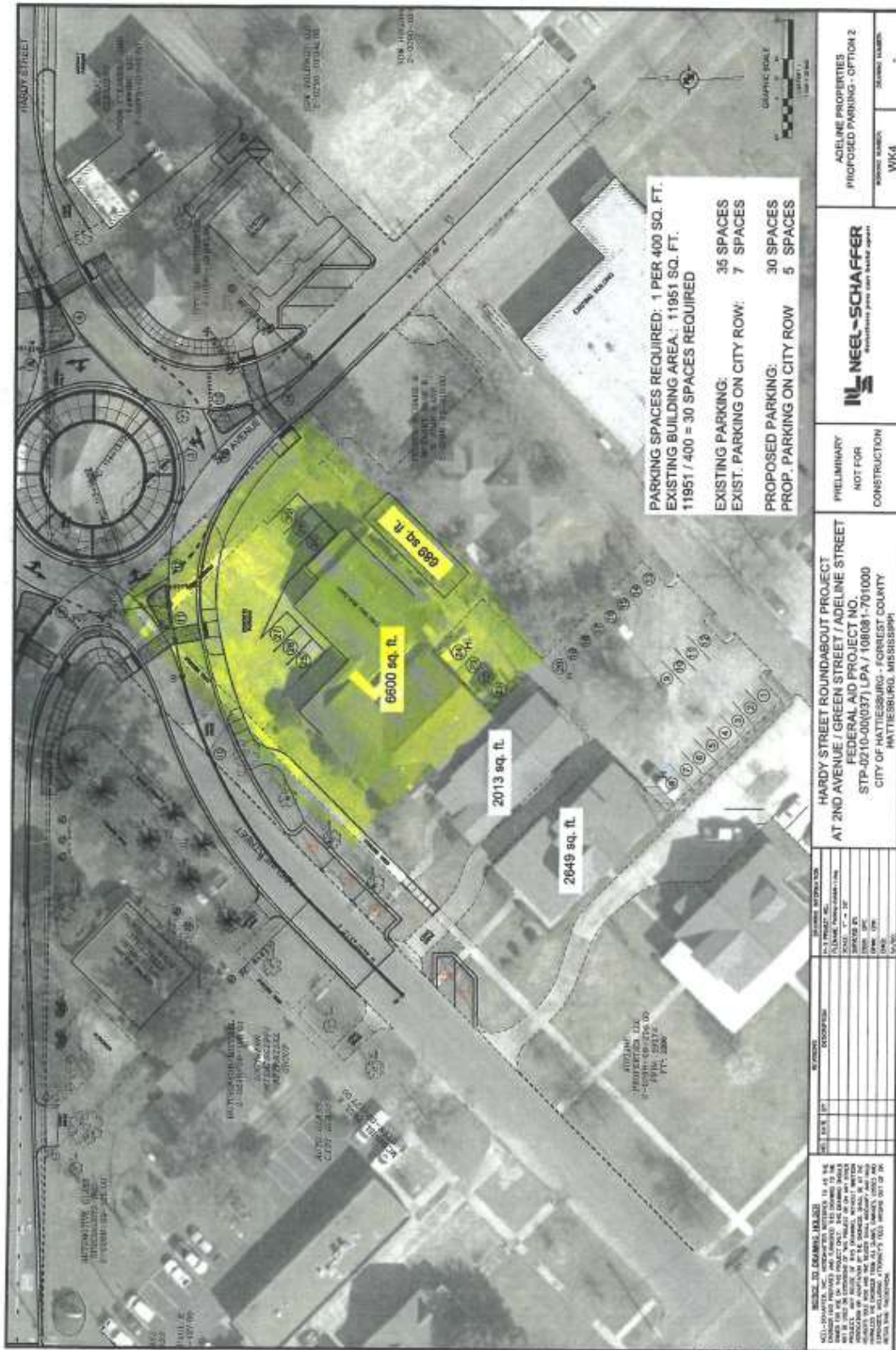
Total "Whole Tract" Declaration and Summary	(Ac./S.F.)
According to the Forrest County Tax Assessor's map, the tract contains a total of 1.58 acres, more or less. This acreage is made of several contiguous parcels in unity of ownership and would all have a highest and best use of commercial. The whole tract would be the entire 1.58 acres east of Adeline Street. It should be noted that there are additional parcels east of Adeline Street that are owned by Corrine Street Properties, LLC. These entities are non-contiguous and are in a slightly different but related ownership.	

Declaration of the Larger Parcel (if different from the Whole Tract)

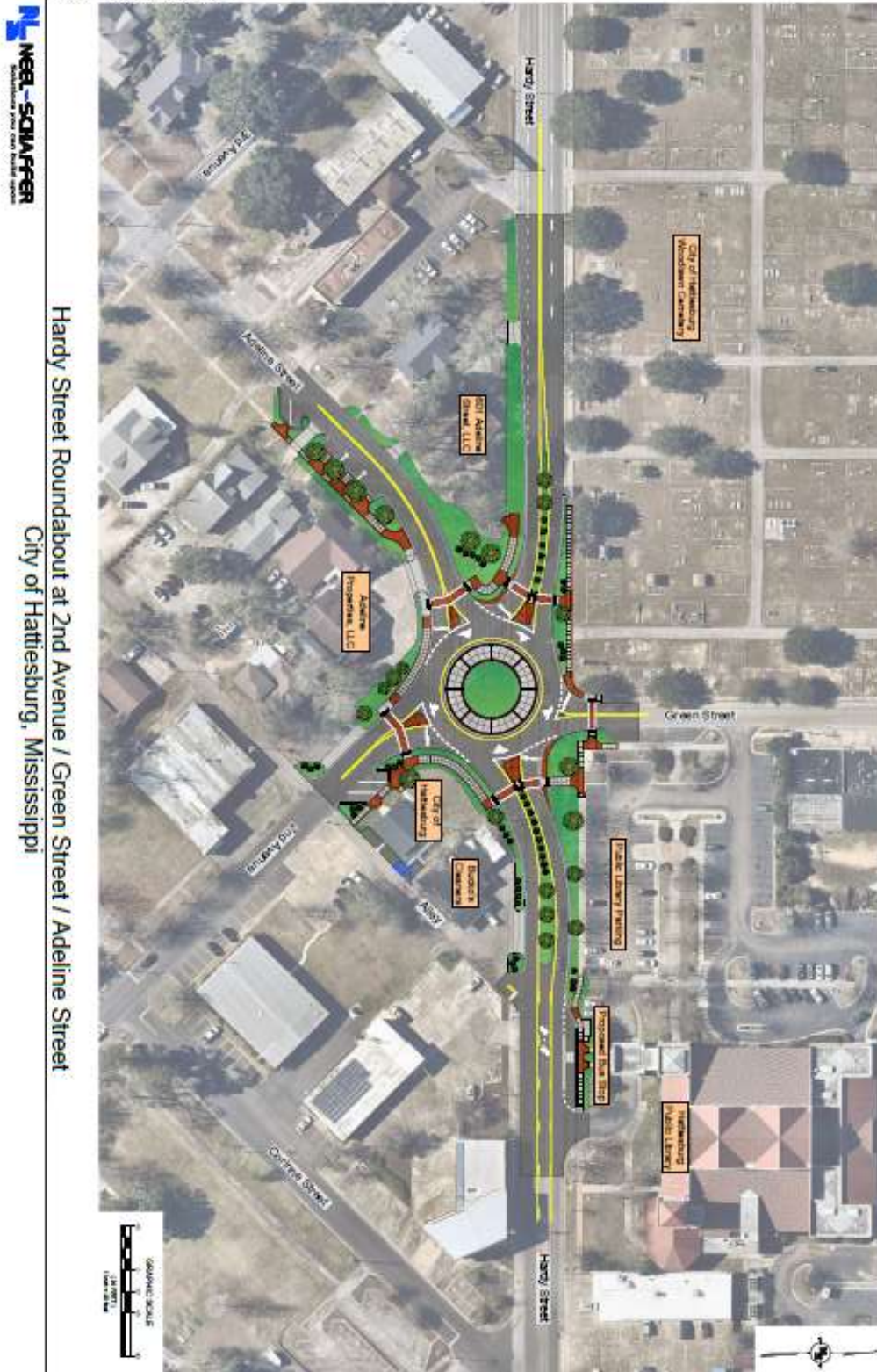
There are three conditions or tests that are considered in determining the larger parcel, unity of ownership, unity of use, and contiguity. In certain instances, the larger parcel may not include all the lands that are contiguous and under identical ownership. In determining the larger parcel to be appraised, reliance on unity of ownership and unit of use will be given substantial weight. In determining the larger parcel, the following is noted:

Larger Parcel(s) Summary	(Dimensions, Size, and Use)
The larger parcel of the subject was considered to be the northern most parcel which includes the improvements at 602 Adeline Street, consisting of a 18,750 SF lot. These were the only improvement effected and the only improvements valued in this report.	

Larger Parcel identified within the highlighted areas. The parking has been redesigned and is shown on the plat.



Engineering Drawing



IMPROVEMENT DESCRIPTION

The subject consists of multiple buildings that are located at 602 and 604 Adeline Street in Hattiesburg, Forrest County, MS. The buildings were built approximately between 1920 through 1985. They are in average to fair quality and house an office building and hair salon. The buildings are comprised of painted siding and have an asphalt shingle roof.

The buildings are separated into three separate rental units, of which are currently occupied. Each unit has its own entryway on the front or side of the building, is centrally heated and cooled with fluorescent lighting. The units were recently renovated with ceramic tile flooring, carpet, and engineered wood flooring, and paint.

There is adequate asphalt paved parking on the front, side, and back of building. A list of the improvements to the buildings can be found below.

Gross Building Area:	7,289 Square Feet
Net Rentable Area:	7,289 Square Feet
Year Built:	1920, 1925, and 1985
Actual Age:	100, 95, and 35 Years
Renovated:	Some updating has been done, but the building is dated and no recent renovations are apparent
Effective Age:	30 Years

Exterior:	
Walls:	Painted Siding, painted trim
Roof:	Asphalt Shingle roof
Foundation:	Conventional Slab
Windows:	Double hung windows and some plate glass
Doors:	Painted exterior doors with glass
Other:	Concrete sidewalks, minimal landscaping, brick paving, wood ADA ramp, metal gutters and downspouts, metal framed covered pathways and canopies, wood stairs, handrails, and guardrails.

Interior:	
Walls:	Painted gypsum board, painted wood trim
Floors:	Ceramic tile, carpet, and engineered wood, painted wood baseboards
Ceiling:	Painted gypsum board with texture
Lighting:	Surface mounted fluorescent strip lights, surface mounted lighting, EXIT signage
Doors:	Painted and stained wood doors
Other:	Painted millwork with plastic laminate countertops

Note: The appraiser was not given access to some of the leased spaces. Therefore, the appraiser has the right to alter the appraisal report shall any information regarding building improvements change.

Highest and Best Use Analysis

¹**Highest and best use** is defined in *The Dictionary of Real Estate Appraisal, Sixth Edition, 2015, page 109*, compiled by the Appraisal Institute as:

“The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.”

The reasonable and probable use that will support the highest property value, as defined, as of the date of the appraisal. In order to arrive at a highest and best use estimate, the land is first analyzed as if vacant. Later, the total property, including any existing improvements, is analyzed. In estimating the highest and best use of the subject site, as if vacant and improved, you must first carefully study the existing land use patterns and trends in the area. In estimating the highest and best use of the subject property, the appraiser has considered very carefully the following factors:

1. The land and location is considered in relationship to the local area.
2. The physical characteristics of the land and improvements, including the land's overall size, shape, road frontage, topography, soil and sub-soil conditions and available utilities.
3. In analyzing the highest and best use of the subject, as applicable and appropriate, the Sales Comparison Approach, Cost Approach, and Income Approach are considered.

The procedure used in this report to estimate highest and best use of the subject site was to consider, in sequence, the site's utility, its legal use, it's possible and most feasible use, and, finally, the optimum or highest and best use.

Highest and Best Use Analysis	(Address legal permissibility, physical possibility, financial feasibility, maximum productivity, in Before & After for all larger parcels or whole tract as applicable)
<u>Physically Possible Uses:</u> The first constraint imposed on the possible use of the property is dictated by the physical aspects of the site itself. The site has a rectangular shape and good topography. Additionally, development would be feasible or possible in this area, for most commercial, industrial or residentially uses. There are established commercial uses on all sides of the property. It is our conclusion that the site is physically suited for a commercial use, that would be consistent with the maximum legal, financial and maximally productive uses. <u>Legally Permissible Uses:</u> There are no known private or public restrictions to affect the use of the property, other than the zoning restrictions enforced by the City of Hattiesburg. The site is zoned R-1A; Residential, although the existing uses are grand fathered in and have been operational as commercial for an extended period. For this reason, it is probably that the property could be rezoned to a commercial use, which would be legally permissible on the subject tract. <u>Financially Feasible Uses:</u> All uses that are expected to produce a positive return are regarded as financially feasible. The subject property's most feasible use would be to continue as a commercial office use. <u>Maximally Productive Uses:</u> The maximally productive use of the property would be for a commercial use as development of any kind would not be more productive.	

¹ The phrase “highest and best use areas” or “uses” is from wording utilized by the Mississippi Supreme Court in its published eminent domain decisions. Reference of these phrases by the Court has been historically utilized in a manner equivalent to the phrase “Larger Parcel”. For additional information, please refer to the “Terms and Definitions” section of this appraisal report.

Conclusion: In estimating the highest and best use of the land as though vacant, consideration has been given to the site's physical characteristics and its financial feasibility. It is our opinion that the highest and best use for the subject site as vacant, would be for a commercial use.

Due to the access, location and visibility of the larger parcel, the site would have a highest and best use for commercial use.

Highest and Best Use as Improved: Commercial. The improvements operate as a multi-tenant commercial office park. The income from the leases indicates a value that exceeds the raw land value. Therefore, removal is unwarranted and the highest and best use as improved would be as a commercial office use.

Ownership History and Tax Information

Ownership History

In developing a real property appraisal an appraiser must:

1. Analyze any current agreement of sale, option, or listing of the subject property, if such information is available to the appraiser in the normal course of business.
2. Analyze any prior sales of the subject property that occurred within the following minimum time period of five years
3. Discuss below (as applicable) the quality and quantity of data available and analyze within the approaches used and the applicability or suitability of the data.
4. When there is a sale of the subject property to the current owner for an undisclosed price, the appraiser must state that he or she attempted to obtain the purchase price and other terms of the transaction without success. (If transaction price could not be verified please explain below.)

Ownership History					
Property Transactions during the last five years to Date:					
Date	Grantor	Grantee	Consideration	Book/Page	Ver.
None			\$	N/A	

Explanation: The property has several leases associated with the improvements. These tenants would have interest in the property and are listed as Quitclaim Deeds as shown below.

1. **Leasee:** InsureMas LLC **Address:** 602 Adeline Street, Suite B3 **Date:** 8/1/2019 - 6/31/2020 **Lease Rate:** \$100

Tax Information			
Tax Parcel I.D. Number	<u>2-029N-09-209.00</u>	True Value – Land	<u>\$94,670</u>
Millage Rate	<u>0</u>	True Value – Improvements	<u>\$221,560</u>
Property Assessment Rate	<u>0</u>		
Special Assessments	<u>0</u>		



Property Link

FORREST COUNTY, MS

Current Date 3/ 6/2020

 Tax Year 2019
 Records Last Updated 3/ 6/2020

PROPERTY DETAIL			
OWNER	ADELINE PROPERTIES LLC	ACRES :	**NA**
	604 ADELINE ST	LAND VALUE :	60480
		IMPROVEMENTS :	157250
	HATTIESBURG MS 39401	TOTAL VALUE :	217730
		ASSESSED :	32660

PARCEL 2-029N-09-209.00

ADDRESS 602 ADELINE STREET

TAX INFORMATION			
YEAR 2019	TAX DUE	PAID	BALANCE
COUNTY	2124.86	2124.86	0.00
CITY	1735.23	1735.23	0.00
SCHOOL	2093.51	2093.51	0.00
TOTAL	5953.60	5953.60	0.00

LAST PAYMENT DATE 1 / 16 / 2020

MISCELLANEOUS INFORMATION			
EXEMPT CODE		LEGAL	NW 125FT OF LTS 14 TO 16 BLK
HOMESTEAD CODE	None		148 DB557-P183 7/85
TAX DISTRICT	1110	PREV #:	H0448-12-012
PPIN	019377		B828 P487 11/29/99
SECTION	09		KAMPER & WINNERY EXT 2ND
TOWNSHIP	04N		
RANGE	13W		

Book Page

Approaches to Value

All standard techniques used by appraiser in estimating of market value can be grouped into the following three main approaches to value: 1) Sales Comparison Approach, 2) Cost Approach, and 3) Income Approach. One or more of these approaches are used in all appraisal assignments. Use of these approaches will depend on the type of property being appraised and quantity and quality of data available for analysis.

Sale Comparison Approach: A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, applying appropriate units of comparison, and making adjustments to the sale prices of comparables based on the elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of land valuation when comparable sales data are available.

Cost Approach: A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of, or replacement for, the existing structure; deducting depreciation from the reproduction or replacement cost; and adding the estimated land value, plus an entrepreneurial profit. Adjustments may then be made to the indicate fee simple value of the subject property to reflect the value of the property interest being appraised.

Income Approach: A set of procedures through which an appraiser derives a value indication for an income-producing property by converting its anticipated benefits (cash flows and reversion) into property value. This conversion can be accomplished in two ways. One year's income expectancy can be capitalized at a market-derived capitalization rate or at a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of the investment. Alternatively, the annual cash flows for the holding period and the reversion can be discounted at a specified yield rate.

The Dictionary of Real Estate Appraisal, Fourth Edition, Appraisal Institute

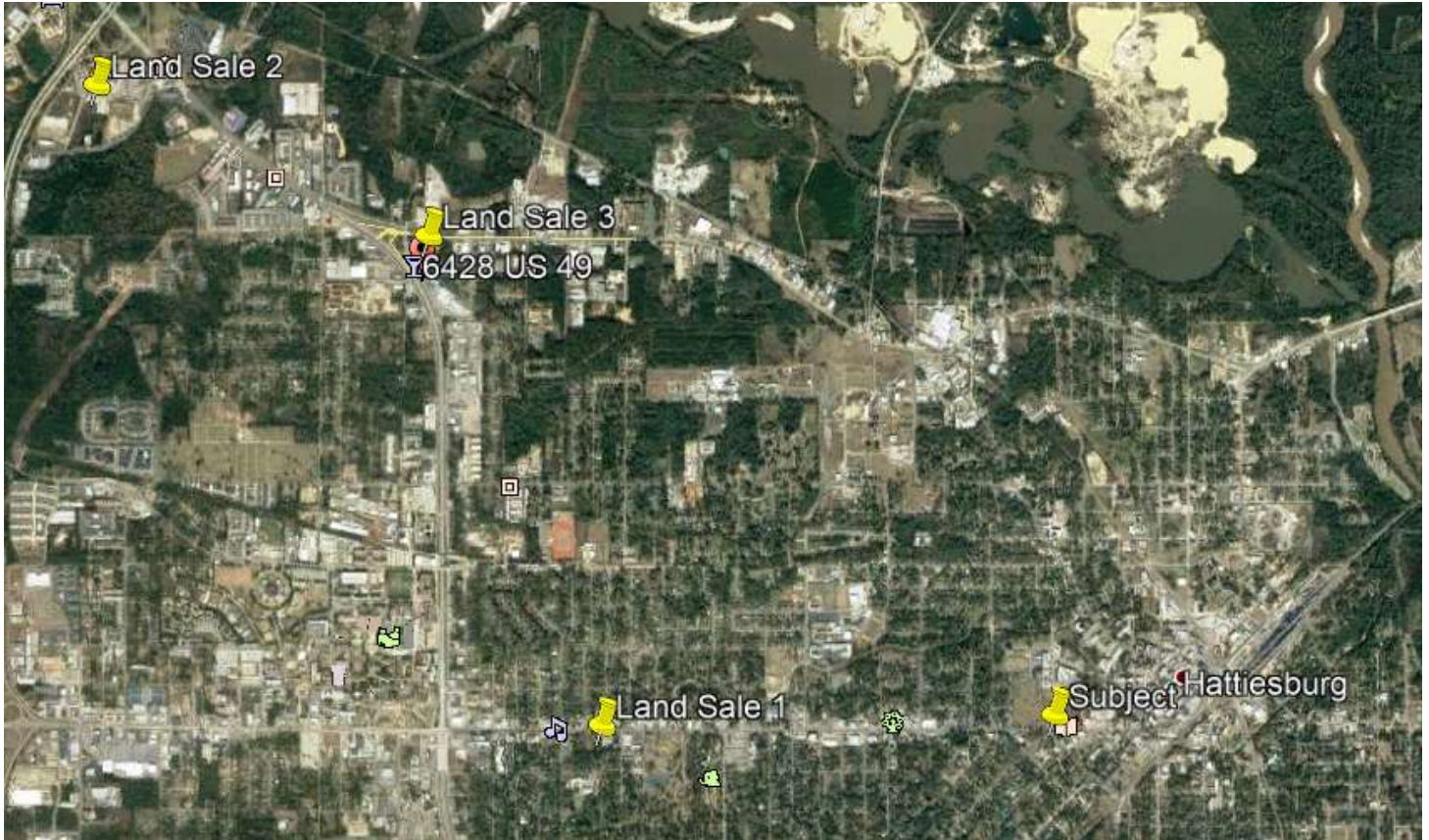
☐ Cost Approach

☒ Income Approach

☒ Sales Comparison Approach

Reason(s) for excluding any of the usual approaches to value
The buildings are dated and contain significant depreciation. The replacement cost for these structures would not be relevant, as if rebuilt that would most likely be re-designed in a more functional multi-tenant structure. Determining the obsolescence would be subjective and difficult to support. For this reason, the cost approach was not utilized.

Land Sales Map



COMPARABLE LAND SALES SUMMARY TABLE

No.	Location	Sale Date	Price	Size in SF	Price/ SF
1.	2000 Hardy Street	11/05/2014	\$1,529,211	236,966	\$6.45
2.	Broadacres Drive	04/06/2017	\$383,328	47,916	\$8.00
3.	6428 Highway 49	06/01/2017	\$70,000	21,780	\$3.21

Sales Comparison Approach – (Land) – Before Value

☐ Complete Take

☒ Partial Take

Sq. Ft. ▼

Item	Subject	Comp Sale #	1	Comp Sale #	2	Comp Sale #	3
Proximity to Subject		2000 Hardy Street		Broadacres Drive		6428 Highway 49	
Sales Price			\$1,500,000		\$383,328		\$100,000
Price Per Unit (Sq. Ft.)			\$6.33		\$8.00		\$4.59
Adjusted Sales Price			\$1,529,211.00		\$311,328.00		\$70,000.00
	Description	Description	+/- Adj.	Description	+/- Adj.	Description	+/- Adj.
Property Rights Conveyed	Fee, Easement						
Adjusted Price			\$6.45		\$6.50		\$3.21
Financing	Typical						
Adjusted Price			\$6.45		\$6.50		\$3.21
Condition of Sale	Arms-Length						
Adjusted Price			\$6.45		\$6.50		\$3.21
Market Conditions	Date of Sale	11/2/19		8/3/16		12/15/17	
Adjusted Price / SF			\$6.45		\$6.50		\$3.21
Location	Hattiesburg	Hattiesburg		Hattiesburg		Hattiesburg	50%
Size	0.43 Acres	Larger Parcel	5,440	1.10		0.50	
Topography		Similar		Similar		Similar	
Utilities		Similar		Similar		Similar	
Other		Similar		Similar		Similar	
Net Adjustment		(+/-)	\$1.29	(+/-)	\$0	(+/-)	\$1.61
		Net %	20%	Net %	0%	Net %	50%
		Gross %	0%	Gross %	0%	Gross %	0%
Adjusted Sales Price			\$7.74		\$6.50		\$4.82

Adopted Unit Value, Before (Land Only): \$6.50

Size	Unit of Measure	Rate		
18750	Sq. Ft. @	\$6.50	Per SF	\$121,875
			Signage	In current ROW
			Paving	\$3,000
			Landscaping	In current ROW
			Total Before Value (Land Only):	\$124,875
			r/o	\$124,875

Parcel No. 2-029N-09-209.00

Appraisal Report

Project No.

STP-0210-00(037) LPA / 108081-701000

Sales Comparison Approach – (Land) – After Value

Sales Price							
Price Per Unit			\$0.00		\$0.00		\$0.00
	Description	Description	+/- Adj.	Description	+/- Adj.	Description	+/- Adj.
Property Rights Conveyed	Fee, Ease,						
Adjusted Price			\$0.00		\$0.00		\$0.00
Financing	Typical						
Adjusted Price			\$0.00		\$0.00		\$0.00
Condition of Sale	Arms-Length						
Adjusted Price			\$0.00		\$0.00		\$0.00
Market Conditions	Date of Sale						
Adjusted Price			\$0.00		\$0.00		\$0.00
Location							
Size							
Topography							
Utilities							
Other							
Net Adjustment		(+/-)	\$0.00	(+/-)	\$0.00	(+/-)	\$0.00
		Net %		Net %		Net %	
		Gross %	0.00%	Gross %	0.00%	Gross %	0.00%
Adjusted Sales Price			\$0.00		\$0.00		\$0.00

SAME AS PREVIOUS

Adopted Unit Value, After (Land Only):				\$6.50
Size	Unit of Measure	Rate		
17594.000	Sq. Ft. @	\$8.50	SF	\$114,361
Less Cost to Cure - (See Attached):				\$0
Less Easements (See Attached):				\$0
Less Other (See Attached):				\$0
Total After Value (Land Only):				\$114,361
				r/o \$114,360
Difference in Before and After:				\$10,515.00

Land Sale No. 1



Property Identification

Record ID	5611
Property Type	Commercial Land
Property Name	Proposed Corner Market on Hardy
Address	2000 Hardy Street, Hattiesburg, Forrest County, Mississippi 39401
Location	Corner of Hardy Street and South 20th Avenue

Sale Data

Grantor	Bennett V. York
Grantee	Roberts Company, Inc.
Sale Date	November 05, 2014
Deed Book/Page	1189/059
Property Rights	Fee Simple
Conditions of Sale	Arm's Length
Financing	Cash to Seller
Verification	Confirmed with Jeff Iverson (Buyer) by Zac Fairley; September 09, 2015
Sale Price	\$1,500,000
Cash Equivalent	\$1,500,000
Upward Adjustment	\$29,211 Demolition of Improvements
Adjusted Price	\$1,529,211

Land Data

Zoning	PUD; Planned Unit Development
Topography	Level with slight slope in center of property
Utilities	All city services
Shape	L-Shaped
Flood Info	None

Land Sale No. 1 (Cont.)

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Depth 614

Land Size Information

Gross Land Size 5.440 Acres or 236,966 SF
Front Footage 407 ft Total Frontage: 494 ft South 20th Avenue; 407 ft Hardy Street; 289 ft O'Ferral Street;

Indicators

Sale Price/Gross Acre \$275,735 Actual or \$281,105 Adjusted
Sale Price/Gross SF \$6.33 Actual or \$6.45 Adjusted
Sale Price/Front Foot \$3,686 Actual or \$3,757 Adjusted

Remarks

Property is located at the corner of Hardy Street and South 20th Avenue, in Hattiesburg. The site contains +/-5.44 acres and is bordered by Hardy Street to the north, South 20th Avenue to the east, and O'Ferral Street to the south. The site has +/-407' frontage along Hardy Street, +/-494' frontage along South 20th Avenue, and +/-289' frontage along O'Ferral Street. The north half of the site is mostly open area with scattered oak trees and generally level at road grade with a slight downward slope towards Hardy Street. The southern half of the site is mostly wooded and level at road grade of South 20th Avenue and O'Ferral Street. The property is located inside the city limits zoned PUD; Planned Unit Development, with all utilities available.

The property was purchased for \$1,500,000 or \$6.30/sf. At the time of purchase, the site was improved with a +/-3,700 sf dilapidated residence and shed. After purchase, these improvements were removed from the property by the buyer at a reported cost of \$29,211. Considering the buyer's expenditures of \$29,211 for demolition and site clearing, the total adjusted sales price was determined to be \$1,529,211 or \$6.45/sf. The site was purchased for the future development of a Corner Market grocery store.

Land Sale No. 2



Property Identification

Record ID 6860
Property Name 1.1 acre near Cracker Barrel
Address Broadacres Drive, Hattiesburg, Forrest County, Mississippi
39401
Location Hattiesburg

Sale Data

Grantor Sidney Malone
Grantee Pine Belt Oil Company, Inc.
Sale Date April 06, 2017
Deed Book/Page 1252/0487
Verification Closing Attorney

Sale Price \$383,328
Cash Equivalent \$383,328

Land Size Information

Gross Land Size 1.100 Acres or 47,916 SF

Indicators

Sale Price/Gross Acre \$348,480
Sale Price/Gross SF \$8.00

Remarks

1.1 acre parcel located near Cracker Barrel. The site is located off of Broadacres Drive just to the southwest of Krystal's Restaurant and Kangaroo Express Gas Station.

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Land Sale No. 3



Property Identification

Record ID 6873
Property Name Parking lot
Address 6428 Highway 49, Hattiesburg, Forrest County, Mississippi
39402
Tax ID PPIN#26023, #41054

Sale Data

Grantor Ramko Properties, LLC.
Grantee Hattiesburg Cycles
Sale Date June 01, 2017

Sale Price \$100,000
Cash Equivalent \$100,000
Downward Adjustment \$30,000 Parking at \$500/space
Adjusted Price \$70,000

Land Data

Zoning B-5 Regional Business District
Topography Level and at road grade
Utilities All city utilities.
Shape Rectangular
Flood Info Not in flood zone area.

Land Size Information

Gross Land Size 0.500 Acres or 21,780 SF

Indicators

Sale Price/Gross Acre \$200,000 Actual or \$140,000 Adjusted
Sale Price/Gross SF \$4.59 Actual or \$3.21 Adjusted

Land Sale No. 3 (Cont.)

Remarks

The subject is a +/- 21,094 sf parking lot located on the east side of a parent tract. The parking lot contains concrete paving and curbing. There are approximately 59 parking spaces. The site size was taken from Forrest County tax maps. There are no adverse easements on the property. Legal: a part of the NW1/4 of the NW1/4 of Section 5, T4N, R13W in the city of Hattiesburg.

Explanation Of Adjustment-(Land)

(Before and After)

Before Value – Land Adjustments

Property Rights Conveyed: The property rights in all three of the comparables are fee simple.

Financing: The financing of these sales is considered typical for this market. There is no adjustment for the differences in cash transactions, as compared to mortgage financing. The financial arrangements associated with the acquisition of the comparable data did not affect the prices paid. No adjustment of the cash equivalence was required.

Conditions of Sale: The conditions of sale for all comparables are considered arm's length.

Market Conditions: The market in this area of Hattiesburg has been stable with few new developments. The proposed grocery store on sale 1 was canceled. Therefore, no adjustments have been assigned to these sales for market conditions.

Location: All of the comparable sales are located in the city limits. An adjustment was necessary for sale 3 due to the inferior location. It does not have any frontage and limited usability. This off highway location was inferior by 50% based on a paired sales analysis.

Size: Sale 1 is much larger than the subject and Sales 2 and 3. The market indicates higher unit values for smaller parcels, as compared to larger tracts. There are not enough comparable sales in this market to do a paired sales analysis to identify this adjustment. One comparison is comparing the small sales (2 and 3) to the larger sale (Sale 1) which sold for a higher price per square foot basis. Other factors such as road frontage, topography, etc. had an impact. Overall, considering these factors and previous paired sales analysis done in other markets, a 20% positive adjustment was necessary to sale 1 due to its large size.

Topography: None necessary

Utilities: The subject property was located inside the city limits and the comparable sales were all similar in this respect.

Before Value - Reconciliation of Land Sales

Adjustments were made for the size and location. After adjustments, the adjusted range of these sales indicates a range of unit values from \$4.82 to \$7.74 per sq. ft., with an average of \$6.35 per sq. ft. Based on the characteristics of the subject site, it is our opinion that the subject site would have a before value near the average or \$6.50 per sq. ft. for the +/- 18,750 SF tract. This results in a before land value of 18,750 SF x \$6.50/SF = \$121,875.

Explanation Of Adjustment-(Land)

(Before and After)

After Value – Land Adjustments

Property Rights Conveyed: Same as before

Financing: Same as before

Conditions of Sale: Same as before

Market Conditions: Same as before

Location: Same as before

Size: Same as before

Topography: Same as before

Utilities: Same as before

Other: Same as before

Explanations of damages (if any): None

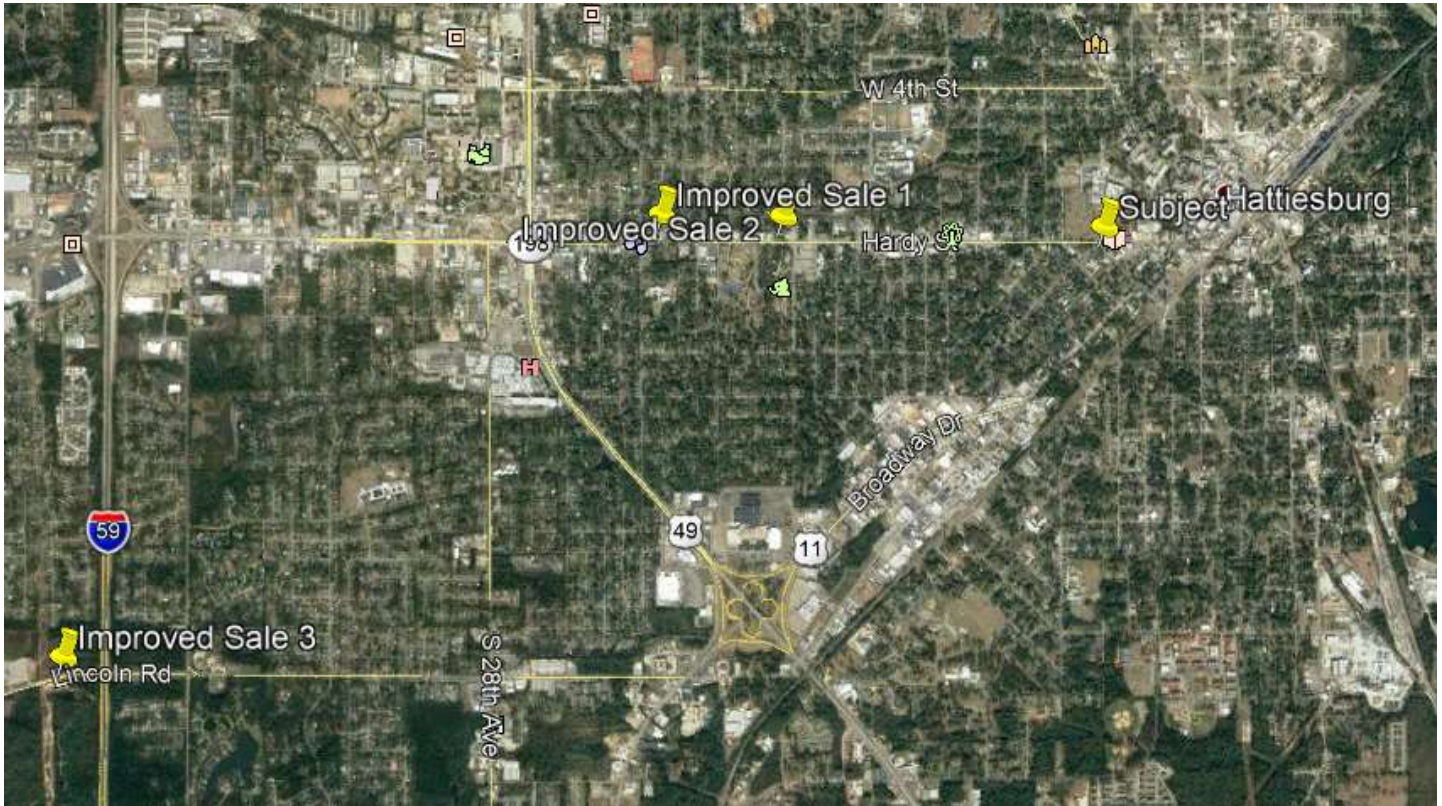
After Value - Reconciliation of Land Sales

Conclusion of After Value for the remainder:

The subject property is similar in utility in the after condition, as it relates to the land value. Therefore, the same unit value of \$6.50/SF was adopted. This results in an after value of \$114,361. Thus, the "After" land value was rounded to \$114,360.

This establishes the Before and After values to the property owner. The leasehold was determined to have a loss. The improved sales utilized to determine this are found on the following pages. This interest was allocated \$500 in the improved valuation section of this report. The improvements are valued on the following pages using the sales comparison approach.

IMPROVED SALES LOCATION MAP



IMPROVED SALES SUMMARY TABLE

No.	Location	Sale Date	Price	Building Size (SF)	Price/ SF
1.	2013 Hardy Street	03/16/2017	\$95,000	1,290	\$73.64
2.	1711 Hardy St.	11/15/2017	\$210,000	4,849	\$43.31
3.	5232 Lincoln Road Extension	02/17/2020	\$95,000	1,421	\$66.85

Sales Comparison Approach (Commercial, Industrial, Special Purpose Property) – Before Value

☐ Complete Take

☒ Partial Take

Sq. Ft. ▼

Item	Subject	Comp Sale #	1	Comp Sale #	2	Comp Sale #	3
Proximity to Subject		2013 Hardy Street		1711 Hardy Street		5232 Lincoln Road	
Sales Price			\$95,000		\$210,000		\$95,000
Less Land Value			\$52,500		\$134,400		\$67,388
Adjusted Sale Price			\$42,500		\$75,600		\$27,612
Price Per Unit (Sq. Ft.)			\$32.95		\$15.59		\$19.43
	Description	Description	+/- Adj.	Description	+/- Adj.	Description	+/- Adj.
Property Rights Conveyed	Fee, Ease,	Fee Simple		Fee Simple		Fee Simple	
Adjusted Price			\$32.95		\$15.59		\$19.43
Financing	Typical	Typical		Typical		Typical	
Adjusted Price			\$32.95		\$15.59		\$19.43
Condition of Sale	Arms-Length	Arm's Length		Arm's Length			
Adjusted Price			\$32.95		\$15.59		\$19.43
Market Conditions	Date of Sale	3/16/17		11/15/17		2/17/20	
Adjusted Price			\$32.95		\$15.59		\$19.43
Location		Columbia		Columbia		Columbia	
Size (GBA) (Sq. Ft.)		1,290.00	Similar	4,849.00	Similar	1,421.00	Similar
Quality of Construction			Similar		Similar		Similar
Age/Condition			Similar		Similar		20%
Functional Utility			Similar		Similar		Similar
Rentable Areas (Net/Gross)			Similar		Similar		Similar
Bldg/Land Ratio			Similar		Similar		Similar
Heat/Cooling			Similar		Similar		Similar
Equipment			Similar		Similar		Similar
Parking			Similar		Similar		Similar
Special Features (Sprinkler System; Security, etc)			Similar		Similar		Similar
Energy Efficient Items			Similar		Similar		Similar
Lot Size/Value Adj.		0.241 acres	Similar	0.514 acres	Similar	0.334 acres	Similar
Net Adjustment		(+/-)	\$0.00	(+/-)	\$0.00	(+/-)	\$5,527.69
		Net %		Net %		Net %	20%
		Gross %	#VALUE!	Gross %	#VALUE!	Gross %	20%
Adjusted Sales Price			\$42,500.00		\$75,600.00		\$33,139.69
Adjusted Sales Price/SF			\$32.95		\$15.59		\$23.32

Adopted Value: \$233,250 (\$32.00 x 7,289 SF)

Additional Improvements (Attach and Describe): \$3,000 For Paving

Additional Land: \$121,875

Total Before Value: \$358,125

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Sales Comparison Approach (Commercial, Industrial, Special Purpose Property) – After Value

☐ Complete Take
☒ Partial Take

Sq. Ft.

Item	Subject	Comp Sale #		Comp Sale #		Comp Sale #	
Proximity to Subject							
Sales Price							
Price Per Unit (Sq. Ft.)			#DIV/0!		#DIV/0!		#DIV/0!
	Description	Description	+/- Adj.	Description	+/- Adj.	Description	+/- Adj.
Property Rights Conveyed	Fee, Ease,						
Adjusted Price			\$0.00		\$0.00		\$0.00
Financing	Typical						
Adjusted Price			\$0.00		\$0.00		\$0.00
Condition of Sale	Arms-Length						
Adjusted Price			\$0.00		\$0.00		\$0.00
Market Conditions	Date of Sale						
Adjusted Price			\$0.00		\$0.00		\$0.00
Location							
Size (GBA) (Sq. Ft.)							
Quality of Construction							
Age/Condition							
Functional Utility					-10%		-10%
Rentable Areas (Net/Gross)							
Bldg/Land Ratio							
Heat/Cooling							
Equipment							
Parking							
Special Features (Sprinkler System; Security, etc)							
Energy Efficient Items							
Lot Size/Value Adj.							
Net Adjustment			(+/-)		(+/-)		(+/-)
			Net %		Net %		Net %
			10.0%		10.0%		10.0%
			Gross %		Gross %		Gross %
			10.0%		10.0%		10.0%
Adjusted Sales Price/SF			\$29.66		\$14.03		\$20.99

SAME AS PREVIOUS

Adopted Value:	\$209,925.00	(\$28.80 x 7,289 SF)
Additional Improvements (Attach and Describe):	\$0.00	
Additional Land:	\$114,360.00	
Less Cost to Cure:	\$0.00	
Less Easements:	\$0.00	
Less Other:	-\$500.00	Quitclaim Deed
Total After Value:	\$323,785.00	
Difference in Before and After Value:	\$34,340.00	

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Improved Sale No. 1



Property Identification

Record ID	3264
Property Type	Office
Property Name	Office Building
Address	2013 Hardy Street, Hattiesburg, Forrest County, Mississippi 39401
Location	Property adjacent to Shipley's Donuts
Tax ID	2-028I-08-403.00
User 1	107067-Flex
User 2	16005
User 3	8-4N-13W

Sale Data

Grantor	Tom & Paula Potter
Grantee	Beverly Smallwood dba The Hope Center
Sale Date	March 16, 2017
Property Rights	Fee Simple
Marketing Time	57 Days
Conditions of Sale	Arm's Length
Financing	Conventional
Verification	Confirmed via sales contract during appraisal

Sale Price	\$95,000
Less land Value	<u>(\$52,500)</u>
Adjusted Price	\$42,500

Land Data

Land Size	0.241 Acres or 10,500 SF
Front Footage	75 ft Total Frontage: 75 ft Hardy Street;
Zoning	B-3
Topography	Level
Utilities	All typical

Improved Sale No. 1 (Cont.)

Dimensions	75 x 140
Shape	Rectangular
Landscaping	Minimal Landscaping
Flood Info	Not located in a designated flood zone
User 5	28035C0104D
User 6	March 2nd, 2010
User 7	No
Depth	140

General Physical Data

Building Name	Office
Building Type	Single Tenant
Gross SF	1,290

Construction Type	Vinyl siding over wood frame
Roof Type	Asphalt Shingle Roof
Foundation	Conventional foundation
HVAC	Central
Stories	1
Year Built	1940
Condition	Average

Indicators

Sale Price/Gross SF	\$73.64
Adj. Price/Gross SF	\$32.95
Floor Area Ratio	0.12
Land to Building Ratio	8.14:1

Remarks

This property was being purchased to be renovated into an office building. At time of sale, the building could be used as a residence or office. The building is located adjacent to Shipley's Donuts on Hardy Street

A list of the proposed renovations are included in the images of this comp.

Improved Sale No. 2



Property Identification

Record ID	3470
Property Type	Office, Office
Property Name	Office Building
Address	1711 Hardy St., Hattiesburg, Forrest County, Mississippi 39401
Tax ID	2-0281-08-029.00 or PPIN 016091
User 1	Section: 08
User 2	Township: 04N
User 3	Range: 13W
MSA	Hattiesburg - MS
Market Type	Office Building

Sale Data

Grantor	First South Farm Credit
Grantee	Royal Oaks Rental Properties L
Sale Date	November 15, 2017
Deed Book/Page	B-1166 P-450
Property Rights	Fee simple
Marketing Time	41 days
Financing	Conventional
Sale Price	\$210,000
Less land Value	<u>\$134,400</u>
Adjusted Price	\$75,600

Land Data

Land Size	0.514 Acres or 22,400 SF
Front Footage	160 ft Total Frontage: 160 ft Hardy St.; 140 ft Dixie Av.;
Zoning	Commercial

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Improved Sale No. 2 (Cont.)

Topography	Level
Utilities	City water and sewer, MS Power electricity, Wilmut gas provider.
Dimensions	160' X 140'
Shape	Rectangular
Landscaping	Some trees and bushes
Flood Info	Panel-28035C0104D. Eff. 3/2/2010
User 5	Area of minimal flood hazard - Zone X
Depth	140

General Physical Data

Building Name	Medical Office
Building Type	Single Tenant
Gross SF	4,849
Construction Type	Brick veneer
Roof Type	HIP roof, Asphalt Shingles H/D
Foundation	Slab
Electrical	Mississippi Power
HVAC	Central H/C
Stories	1
Condition	Average

Indicators

Sale Price/Gross SF	\$43.31
Adj. Price/Gross SF	\$15.59

Remarks

This property is located on the corner of Hardy Street near the zoo. General Bus District. It is a 2 story commercial building, last used as medical lab It is in a great location and a lots of visibility on Hardy Street.

Improved Sale No. 3



Property Identification

Record ID	3845
Property Type	Residential
Property Name	Improved Sale - Lincoln Road
Address	5232 Lincoln Road Extension, Hattiesburg, Lamar County, Mississippi 39402
Location	Hattiesburg
Tax ID	055B-15-028.000
Longitude, Latitude	W31.310710, N-89.397540
User 1	Section: 15
User 2	Township: 4N
User 3	Range: 14W
MSA	Hattiesburg - MS

Sale Data

Grantor	Phoenix Buildings (Bud Sumrall)
Grantee	Sarah Moore
Sale Date	February 17, 2020
Property Rights	Fee Simple
Marketing Time	77
Conditions of Sale	Arm's Length
Verification	GN confirmed on 3/2/2020; With Sarah Mora

Sale Price	\$95,000
Cash Equivalent	\$95,000
Downward Adjustment	\$67,388 Less Land Value
Adjusted Price	\$27,612 Improvement Value

Improved Sale No. 3 (Cont.)

Land Data

Land Size	0.344 Acres or 14,975 SF
Front Footage	110 ft Total Frontage: 110 ft Lincoln Road Extension;
Zoning	R-E, R-E, Residential Estate
Topography	The site is generally level at the grade of Lincoln Road Extension
Dimensions	+/-110' x 192' x 71'
Shape	Irregular
Landscaping	1 Crepe Myrtle, 1 Hickory, 13 Shrubs, and 20 Liriope
Fencing	None
Flood Info	Flood Zone: X
User 5	Panel #: 2873C0145E
User 6	Panel Date: March 2nd, 2010

General Physical Data

Building Type	Single Tenant
SF	1,421
Construction Type	Brick Veneer
Roof Type	Asphalt Shingle
Foundation	Concrete Slab
Electrical	Average
HVAC	Central
Sprinklers	None
Stories	1
Year Built	1983

Indicators

Sale Price/ SF	\$66.85
Adj. Price/Gross SF	\$19.43
Floor Area Ratio	0.09
Land to Building Ratio	10.54:1

Remarks

The property is a 0.394 acre tract improved with a 1,421sf residence. The site has +/-110' along Lincoln Road Extension and is located in Hattiesburg, Lamar County, MS 39402. The site is zoned R-E; or Residential Estate by Lamar County as it is just outside of the city limits of Hattiesburg. The property's topography is level at road grade, and it is not located in a designated flood zone area. This property was recently involved in a Right of Way project along Lincoln Road Extension, in which +/- 20 ~ 21 feet along Lincoln Road was acquired. This was considered to damage the property's utility (for the loss of potential parking spaces). The difference in the sales price and allocated improvement values indicates a 55% damage to the improvements. The construction of the new regions bank facility potentially increased land values, which would reduce this damage percentage. The site was +/-30 feet away from the road before the acquisition, and only +/-19 feet away in the after condition. The property was purchased by Phoenix Buildings (Bud Sumrall) for \$84,200 on November 6th, 2019 after three (3) days on the market. Mr. Sumrall proceeded to renovate the property (landscaping redone, general clean up), and later sold it for \$95,000 on February 17th, 2020 after 77 days on the market.

Explanation of Adjustments- (Total Property)

(Before and After)

Before Value- Total Property Adjustments

Property Rights Conveyed:

Financing:

Conditions of Sale:

Market Conditions (Time Adjustment):

Location:

Quality of Construction:

Age/Condition: The condition of sale 3 was inferior. It was dated and was formerly a residence. It would need interior improvement to the floorplan and finishes. Therefore, it was adjusted up 50% based on \$10/SF for the needed updated and condition of the 1421 SF building.

Functional Utility:

Room Count (Bedrooms and Baths):

Size (GLA):

Basement and Finished Rooms Below Grade:

Garage/Carport:

Heat / Cooling:

Porches / Patios:

Special Features (Built-ins):

Energy Efficient Items:

Lot Value Adjustment:

Other:

Before Value – Reconciliation Of Improved Sales:

Additional Comments
<u>Site Improvements:</u> Site improvements include asphalt parking (1,156 sf). The tenant has a sign improvement; however, it is in the current R.O.W. An estimate for the sign is included in the addenda of this report, however it is not considered as contributory value in this report The trees being damaged are also in the current right of way. An estimate for the trees is included in the addenda of this report, however they are not considered as contributory value in this report

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To determine the replacement cost for the site improvements, we referred to the Marshall & Swift guide as well as previous cost estimates for similar improvements. From this research, the following costs were adopted.

Asphalt Paving: $\$2.62$ (Section 66, Page 1) $\times 1.2 = \$3.14/\text{SF}$. This asphalt had some deterioration and 20% depreciation was applied. Thus $(\$3.14/\text{SF} \times 1,156) - (20\%) = \$2,904$ rounded to $\$3,000$ was adopted for the 1,156 SF area of paving. Thus $\$3,000$ was included for the contributory value of the asphalt.

Paving (1,100 sf $\times$ $\$1.57/\text{sf}$) =	\$3,000
Trees =	\$0
Sign =	<u>\$0</u>
	\$3,000

The site improvements totaled $\$3,000$ in the before and were considered to be damaged to $\$0$ in the after condition.

Explanation Of Adjustments- (Total Property)
(Before and After)

After Value – Total Property Adjustments

Property Rights Conveyed: Same as in the Before condition.

Financing: Same as in the Before condition.

Conditions of Sale: Same as in the Before condition.

Market Conditions (Time Adjustment): Same as in the Before condition.

Location: Same as in the Before condition.

Quality of Construction:

Age/Condition: Same as in the Before condition.

Functional Utility: A negative 10% adjustment was applied due to the loss of parking. See the explanation of damages below.

Room Count (Bedrooms and Baths): Same as in the Before condition.

Size (GLA): Same as in the Before condition.

Basement and Finished Rooms Below Grade: Same as in the Before condition.

Garage/Carport: Same as in the Before condition.

Heat / Cooling: Same as in the Before condition.

Porches / Patios: Same as in the Before condition.

Special Features (Built-ins): Same as in the Before condition.

Energy Efficient Items: Same as in the Before condition.

Lot Value Adjustment: Same as in the Before condition.

Explanation of Damages (if any): The acquisition area includes 1,156 square feet and the net loss of 8 parking spaces from the parking lot along the north side of the building. The site plan has been redesigned to allow for 6 new parking spaces, whereas 14 existed in the before condition. There will be an additional 5 new public spaces along the west side of the building. However, in the before there was some public parking along the north side of the subject property, that is basically being replaced. To further analyze this, we considered the parking regulations by the city of Hattiesburg. We contacted their office and spoke with Carly Miles, planner. She explained that the public spaces would apply to the required parking areas, with planning department approval. She referenced this approval in the attached email. Therefore, the subject will have 6 private spaces in the front of the building, with an additional 4 private in the rear and 5 new public spaces. These would all count towards the required parking ratio. The subject property contains approximately 7,289 square feet of gross building area. The required parking is 1 parking stall per 400 sf of office space. Thus, 18.2 or 19 spaces would be required for the building at 602 Adeline Street. In the after it will have 6 + 5 + 4 or 15 spaces. There is some additional adjacent parking at the property at 606 could be considered, but it is utilized by the buildings at 606-608. However, this is the same ownership and the parking regulations for 606 are met with some additional capacity for 602 and 604.

Therefore, the parking regulations for 602 and 604 could be met with the consideration of the public parking and the parking behind 606-608. However, from a market value standpoint the utility of the north side of the building at 602 may begin to lose some utility. There will be 6 spaces directly in front of the building. Even though the parking

could conform to the parking regulations, the inconvenience to the spaces could create a less desirable rental unit. We considered leases of other less accessible spaces, such as a second floor lease in a downtown building. This lease is shown in the table below.

Location	Size/SF	Base Rent/SF
623 Main St., Hattiesburg	12,514	\$7.69

The building at 623 Main Street, Lease Comparable 6 has some second story rental space and leases at the bottom of the range. Other factors play into this such as condition, location, etc. The market rent of the subject property was determined to be \$8.50 per square foot later in this report. The indicated difference between these unit values equals $(\$7.69/\$8.50) = 10\%$. This appeared to be reflective of the loss in utility due to the parking conditions in the after condition. Therefore, market rent was reduced by 10% in the after condition.

This same concept was utilized in the sales comparison approach and a -10% was applied as a Functional utility adjustment.

Therefore, the improvements were valued at \$233,250 in the before condition. In the after condition a value of \$28.80 per square foot was adopted. Thus, the after value of the improvements equaled \$209,925. Thus, a damage of \$23,325, was indicated to the improvements. The site value was allocated an additional value of \$114,360.

After Value – Reconciliation Of Improved Sales:

Additional Comments on Before and After Values: The quitclaim interest was allocated \$500

Therefore, the after value equaled:

Improvements	=	\$209,925
Land	=	\$114,360
Less Quitclaim Deed	=	(\$500)
	=	\$323,785

Income Approach

The Income Approach or Capitalization Approach is used primarily to estimate the value of income producing real estate. This approach consists of methods, techniques, and procedures used to analyze a property's capacity to generate income and convert that income into an indication of present value. This approach is also useful in estimating multiple interests in property. There are two basic methods typically applied: direct capitalization, which relates one year's income to value, and yield capitalization, which considers a series of cash flows including reversion over a period of time. Both methods require a study of historical income and expenses of the property.

Steps in the Income Approach are:

1. Research the income and expense data for the subject property and comparable properties.
2. Estimate the potential gross income of the property, which may include rental income plus other potential income.
3. Estimate the vacancy and collection loss.
4. Subtract vacancy and collection loss from potential gross income to arrive at effective gross income.
5. Estimate the total operating expenses for the subject which include fixed expenses, variable expenses, and reserves for replacement.
6. Subtract total operating expenses from effective gross income to arrive at net operating income.
7. Apply one of the direct or yield capitalization techniques to arrive at an indication of value.

Lease Comparables

#	Leasee	Address of Lease	Lease Dates	Monthly Lease \$ Amount	Size SF	Annual \$/SF
1	Quest Pharmacy	602 Adeline Street, Suite E	4/15/2013 - 4/30/2018	\$810	1,600	\$6.08
2	Robert Tat d/b/a WorldofGreekDom	602 Adeline Street, Suite A (10)	10/5/2013 - 10/31/2014	\$450	1,100	\$4.91
3	NOOL Counseling Center, PLLC	604 Adeline Street, Suite B	6/1/2019 - 5/31/2021	\$800	1,000	\$9.60
4	Gregory Alston	606 Adeline Street, Suite 1B	9/1/2018 - 2/28/2019	\$630	850	\$8.89
5	Balanced Living Counseling Services	610 Adeline Street, Suite 1A	10/1/2019 - 1/31/2020	\$800	965	\$9.95

The Lease comparables above were considered in the adoption of market rent. These are all located in the subject improvements or in adjacent buildings.

Largest = &7.89/SF
 Range = \$ 4.91 - \$9.60
 Market = \$8.50/SF Gross Basis

Income Approach –Before Value		
Gross Income		\$61,957
Vacancy and Collection Loss	20%	(\$12,391)
Effective Gross Income		\$49,566
Real Estate Taxes		(\$5,953)
City		
State and County		
Miscellaneous (School, etc.)		
Insurance	based on \$0.50/SF	(\$3,645)
Fire and Extended Coverage		
Miscellaneous		
Reserves for Replacement		N/A
Management	@ 7%	(3,470)
Other Expenses		(\$1,200)
Total Expenses Before Depreciation		(\$14,207)
Net Income to Property		\$35,298

Comments	<i>Describe methods and techniques used for the Before Value.</i>
This NOI was capitalized at 9.8% based on the cap-rate discussion on the following pages. Thus, a value of \$360,188 was adopted as the before value via the income approach.	

Income Approach –After Value		
Gross Income		\$55,761
Vacancy and Collection Loss		(\$11,152)
Effective Gross Income		\$44,609
Real Estate Taxes		(\$5,953)
City		N/A
State and County		N/A
Miscellaneous (School, etc.)		N/A
Insurance		(\$3,645)
Fire and Extended Coverage		N/A
Miscellaneous		N/A
Reserves for Replacement		N/A
Management	@ 7%	(\$3,123)
Other Expenses		(\$1,200)
Total Expenses Before Depreciation		(\$13,921)
Net Income to Property		\$30,688

Comments	<i>Describe methods and techniques used for the After Value.</i>
The after value indicated a rent lost of \$4,610 per year. To determine the before and after values a capitalization rate was adopted. Therefore, the after value of \$313,143 was rounded to \$313,140 for the after value. This indicated a total loss of \$47,040. This loss would be inclusive of the entire just compensation as the loss of the land and improvements would be considered in the lower market rent. The specific allocations to each item are show on the following pages. The quitclaim interest of \$500 was deducted from this amount.	

We have derived capitalization rates via the Band of Investment market surveys, and debt coverage ratio methods. The summary of our analysis is found below.

Capitalization Rate Analysis					
Mortgage Interest Rate	4.75%	Loan To Value Ratio	80%		
Typical Market Points	100.00	Debt Coverage Ratio	1.20		
Loan Term (Years)	20	Equity Dividend Rate	10.00%		
Band of Investment					
Mortgage Constant	0.07755	x	Loan Ratio	80%	= 0.0620 Mortgage Component
Equity Dividend Rate	10%	x	Equity Ratio	0.20	= 0.02 Equity Component
Capitalization Rate				8.20%	
Debt Coverage Ratio Analysis					
Debt Coverage Ratio	1.20	x	LTV	80%	x Mortgage Constant
					= 0.07755 = 0.074445
Capitalization Rate				7.44%	

RealtyRates.com MARKET SURVEY - 4th Quarter 2019*								
South - Class A & B Office Buildings								
	Memphis		Nashville		New Orleans		Region	
	CBD	Suburb	CBD	Suburb	CBD	Suburb	CBD	Suburb
Operating Data								
Income								
Asking Rent	\$20.33	\$24.76	\$19.41	\$25.57	\$22.90	\$25.21	\$16.80	\$20.14
Effective Rent	\$16.85	\$20.41	\$17.28	\$20.66	\$17.98	\$19.84	\$13.92	\$16.22
Other Income	\$0.84	\$1.02	\$0.86	\$1.03	\$0.90	\$0.99	\$0.70	\$0.81
Total Income	\$17.69	\$21.43	\$18.14	\$21.69	\$18.88	\$20.83	\$14.62	\$17.03
Vacancy Rate	14.9%	12.0%	7.9%	5.4%	10.8%	9.1%	9.0%	7.1%
EGIM	\$15.05	\$18.86	\$16.70	\$20.51	\$16.84	\$18.94	\$13.31	\$15.83
Expenses								
Total Expenses	\$10.94	\$10.71	\$11.57	\$9.65	\$8.98	\$9.93	\$8.32	\$8.07
Expense Ratio	72.69%	56.77%	69.26%	47.05%	53.33%	52.41%	62.51%	50.98%
NOI	\$4.11	\$8.15	\$5.13	\$10.86	\$7.86	\$9.02	\$4.99	\$7.76
Investment Data								
Avg Sale Price	\$51	\$100	\$64	\$126	\$92	\$105	\$56	\$88
OAR	8.1%	8.2%	8.0%	8.6%	8.5%	8.6%	8.9%	8.8%
GRM	3.03	4.90	3.70	6.10	5.12	5.29	4.05	5.43
EGIM	3.39	5.30	3.83	6.14	5.46	5.54	4.23	5.56
*3rd Quarter 2019 Data					Copyright 2019 RealtyRates.com™			

The resulting net operating income (NOI) can be converted into value through direct capitalization. This is accomplished by dividing the NOI by an overall rate reflective of the property's perceived risk relative to other real estate and non-real estate investments.

We selected the overall rate by comparing the two sources, and then analyzing the subject. It is in an area with less demand than properties near USM and Hwy 49. More risk is present and a rate 100 basis point above the regional average of 8.8% was adopted. The band of investment had a lower rate of 8.20%. The location of the subject is in

Parcel No. **2-029N-09-209.00**

Project No. **STP-0210-00(037) LPA / 108081-701000**

Appraisal Report

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a stable, professional office district. Local medical office and professional office sales indicated cap rates from 6.0-10.31%. The subject was considered to fall within the upper end range of the sales. The subject has significant remaining economic life and is in a good commercial location along Hardy Street and Adeline Street in Hattiesburg. Considering the range of sales, the national indicators, and the location, a cap within the middle range, or 9.8% was selected.

Considering the subject’s characteristics as a Professional office, its location within Hattiesburg, its current vacancy, plus the demand for this type of space in this market at this time, we have selected a 9.8% capitalization rate. The NOI is transformed into a value opinion by the formula $V = I/R$, where V = value, I = NOI and R = overall rate. Therefore, the following capitalizes value for the property:

$$\$30,688 \div 9.8\% = \$313,143$$

“As Is” Market Value via Income Approach	Rd.	\$313,140
Less leasehold interest (Quitclaim Deed)	=	(\$500)
After Value	=	\$312,640

Final Reconciliation of Value

	Before	After	Difference
Sales Comparison Approach	\$358,125	\$323,785	\$34,340
Cost Approach	N/A	N/A	N/A
Income Approach	\$360,190	\$312,640	\$47,550

Reconciliation	<i>Explain the appropriateness of the approaches, the accuracy of the data and calculations, and the quantity and quality of the data presented relative to the scope of the assignment and the specific appraisal problem.</i>
In the before value the building was valued at \$32.00 per square foot, plus site improvements to arrive at a before value of \$236,250, plus land value of \$121,875 = \$358,125. The after value equaled \$323,785. Thus, the just compensation from the Sales comparison approach equaled \$34,340. The value from the Sales comparison approach considered a 10% damage to the improvements, the loss of the land and site improvements and resulted in a total just compensation of \$33,650. The Income approach considered the loss in rent due to the acquisition as a whole. This considered the lower rent, which would incorporate the loss in parking, paving and landscaping. Ultimately, the loss of these site amenities and parking resulted in a lower market rent being obtained. This indicated a higher just compensation of \$47,550. Both approaches had merit and ultimately a before value of \$360,190 was adopted in the final reconciliation. The adopted after value equaled \$312,640. See the allocation page for the specific allocations. The damages to the property were the residual amount of the just compensation, less the allocated values to land and site improvements.	

The difference between the Fair Market Value of the whole tract and the remainder is **\$47,550** as of March 3rd, 2020, and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Recommended Distribution of Final Value Estimate

For Accounting and Acquisition Purposes Only

(To Be Completed After Appraisal Made)

Fee/Leased Fee Interest

Acre(s) ▼

Parcel	Acq. Area		HBU	Land	Improvements		Damages		Total
					Item	Value	Item	Value	
2-029N-09-209.00	1156	SF	Commercial	\$7,515			\$36,535		\$44,050
					Paving	\$3,000			\$3,000
									\$0
									\$0
									\$0
Totals	1156	SF		\$7,515		\$3,000		\$0	\$47,050

Easements (Permanent / Temporary)

Parcel	Acq. Area		HBU	Land	Improvements		Damages		Total
					Item	Value	Item	Value	
									\$0
									\$0
									\$0
									\$0
									\$0
Totals	0.000			\$0		\$0		\$0	\$0

Quit-Claim Interest / Leasehold

Parcel	Acq. Area		HBU	Land	Improvements		Damages		Total
					Item	Value	Item	Value	
	1156	SF	Commercial	\$0	Leasehold interest	\$500			\$500
									\$0
									\$0
									\$0
Totals	1156	SF		\$0		\$500		\$0	\$500

Total of all Interests \$47,550

Parcel No. 2-029N-09-209.00

Project No. STP-0210-00(037) LPA / 108081-701000

Addenda

Terms and Definitions

Agency- the Federal Agency, State, State Agency, or person that acquires real property or displaces a person.

Appraisal- *USPAP 2018-2019*, pg. 3 defines an appraisal as the act or process of developing an opinion of value; an opinion of value.

Uneconomic Remnant- a parcel of real property in which the owner is left with an interest after the partial acquisition of the owner's property, and which the Agency has determined has little or no value or utility to the owner.

Total Ownership- the total amount of contiguous property, under the ownership of a single legal entity, as indicated by the map provided to the appraiser by the MDOT for an appraisal assignment.

Whole Tract- that amount of property, within the "Total Ownership", as determined by the appraiser, to be affected by the acquisition. The *whole tract* is defined by the appraiser and may be determined to be the same as the total ownership, or some defined area that is less than the "Total Ownership".

Larger Parcel⁻²- that tract, or tracts, of land which possess a unity of ownership and have the same, or an integrated, highest and best use. Elements of consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use. Mississippi Case Law recognizes this concept but refers to it by use of the phrases "Highest and Best Use areas" or "Highest and Best Uses" ³ Designation of the Larger Parcel, for appraisals performed in connection with the disposal of excess property, may require the adoption of a hypothetical condition regarding "unity of ownership".

Excess Property - "(2)...whenever real property, with the exception of easements for highway purposes, has been acquired by the Mississippi Transportation Commission, in any manner, for public use and in the opinion of the commission all or any part thereof becomes unnecessary for public use, the same shall be declared on the minutes of the commission as excess property and sold at private sale at market value."⁴

Disposal as used in the appraisal of excess property, "means the sale of real property rights therein, including access or air rights, when no longer needed for highway right-of-way or other uses eligible for funding under title 23 of the [U.S.] Code"⁵

Fair Market Value - Fair Market Value is value in exchange. It is "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress".⁶

Effective Date – The date on which the appraisal or review opinion applies. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. "effective date." (Chicago: Appraisal Institute, 2015), PDF e-book

Date of the Report – The date on which the report is transmitted to the client. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. "date of the report". (Chicago: Appraisal Institute, 2015), PDF e-book.

² The Uniform Appraisal Standards for Federal Land Acquisitions, Interagency Land Acquisition Conference, Published by the Appraisal Institute with the cooperation of the U.S. Department of Justice, Washington, D.C. 2000,

³ *Oughton v. Gaddis*, 683 So.2d 390 (Miss. 1996)

⁴ Mississippi Code of 1972, Annotated, § 65-1-123

⁵ United States Code, 23 CFR 710.105

⁶ *Potters II v. State Highway Comm'n of Mississippi*, 608 So. 2d 1227, 1231 (Miss. 1992).

Highest and Best Use- The best or most valuable use to which the property, [.....], is adapted. Mere speculative uses cannot be considered. There must be some probability that the land would be used within a reasonable time for the particular use to which it is adapted. There must be a present demand for the land for such purpose or a reasonable expectation of such demand in the near future.⁷

Before and After Rule [Mississippi]- When part of a larger tract of land is taken for public use, the owner should be awarded the difference between the fair market value of the whole tract immediately before the taking, and the fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.⁸ Any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property.⁹

Before Value- The fair market value of the whole tract immediately before the taking.¹⁰

After Value- The fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.

Due Compensation¹¹- Just Compensation¹² the value of the land taken and the damages, if any, which result... as a consequence of the taking, without considering either general benefits or injuries resulting from the use to which the land taken is to be put, shared by the general public.¹³

Damages to Remainder- *[In the context of valuation under the Before and After Rule, it is]* the depreciation in the fair market value of the remaining area, ...that is special, and not such as is common to all the property in the neighborhood.¹⁴ In determining damages, if any, to the remainder if less than the whole of a defendant's interest in property is taken, nothing shall be deducted there from on account of the supposed benefits incident to the public use for which the petitioner seeks to acquire the property.¹⁵

Cost-to-Cure Damages [the cost or costs associated with] the necessity of rebuilding fences and wells, the necessity of relocating roads, and other similar items. [Such] items are all part of the depreciated value of the property, since the landowner is required to do this construction in order to use the property in the manner in which it has been used or for which it is best adapted.¹⁶

Extraordinary Assumption –2018-2018 USPAP, pg. 4, defines extraordinary assumption as an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which if found to be false, could alter the appraiser's opinions or conclusions. Uncertain information might include physical, legal, or economic characteristic of the subject property; or conditions external to the property, such as market conditions or trends, or the integrity of data used in an analysis.

Hypothetical Condition – 2018-2019 USPAP, pg. 4, defines hypothetical condition as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for purpose of analysis.” Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristic of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

⁷ MSHC v. Brooks, 123 So.2d 423, 427 (1960); MSHC v. Wagley, 231 So.2d 507 (1970);

⁸ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

⁹ Mississippi Code of 1972, Annotated, Section 43-37-3

¹⁰ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

¹¹ Constitution of Mississippi, Article 3, § 17

¹² Mississippi Code of 1972, Annotated, Section 43-37-3

¹³ MSHC v. Hillman, 198 So. 565;

¹⁴ MSHC v. Colonial Inn, Inc. 149 So.2d 851;

¹⁵ Mississippi Code of 1972, Annotated, Section 11-27-21;

¹⁶ Emerson v. MSHC, 208 So.2d 441

Intended User – USPAP 2018-2019, pg. 5 defines intended user as the client and any other party as identified, by name or type, as users of the appraisal or appraisal review report by the appraiser based on communication with the client at the time of the assignment.

Intended Use – USPAP 2018-2019, pg. 5 defines intended use as the use(s) of an appraiser's reported appraisal or appraisal review assignment results, as identified by the appraiser based on communication with the client at the time of the assignment.

Jurisdictional Exception – USPAP 2018-2019, pg. 5 as an assignment condition established by applicable law or regulation, which precludes an appraiser from complying with a part of USPAP.

Supplemental Standards – requirements issued by government agencies, government sponsored enterprises, or other entities that establish public policy which add to the purpose, intent and content of the requirements of USPAP, that have a material effect on the development and reporting of assignment results.

Plottage - the increment of value created when two or more sites are combined to produce greater utility. See also assemblage.

Assemblage - the combining of two or more parcels, usually but not necessarily contiguous, into one ownership or use; the process that creates plottage value. (USPAP, 2002 ed.) See also plottage.

Assemblage Cost - the excess cost incurred to acquire individual adjacent parcels of real estate in a single ownership beyond the estimated cost of acquiring similar sites that do not form a specifically desired assemblage.

Scope of Work – “the Scope of Work is a written set of expectations that form an agreement or understanding between the appraiser and the agency as to the specific requirements of the appraisal, resulting in a report to be delivered to the agency by the appraiser. It includes identification of the intended use and intended user; definition of fair market value; statement of assumptions and limiting conditions; and certifications the type and extent of research and analyses in an assignment. Either the appraiser or the agency may recommend modifications to the initial Scope of Work, but both parties must approve changes.”¹⁷

¹⁷ Federal Highway Administration, Guide For Preparing An Appraisal Scope of Work, October, 2005

Photographs



View along 2nd Avenue, looking East from NE corner of subject



Approximate location of R.O.W identified with orange flagging used for visualization purposes



Breezeway connecting 602 to 604



View of paving in R.O.W



View of Wooden Sign located in existing in R.O.W



Interior of 602 Adeline, Quest Pharmacy tenant. Condition of Pharmacist asked for limited interior pictures because of Hippa regulations.



Lease space in 602



Building on 602.



Common Area Breakroom



Common Area Restroom



Detached rental unit along East side of building.



View looking North at acquisition area and parking lot.



Additional view of Quest Pharmacy space.



View of sign and landscaping, both located in the existing R.O.W.

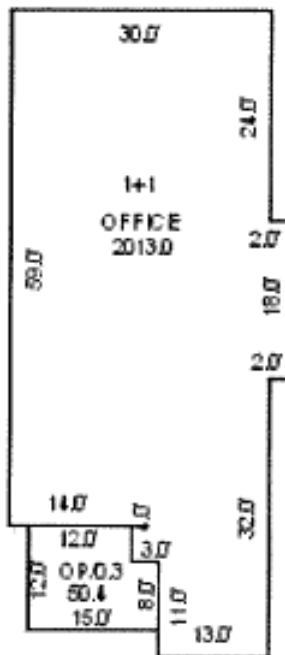
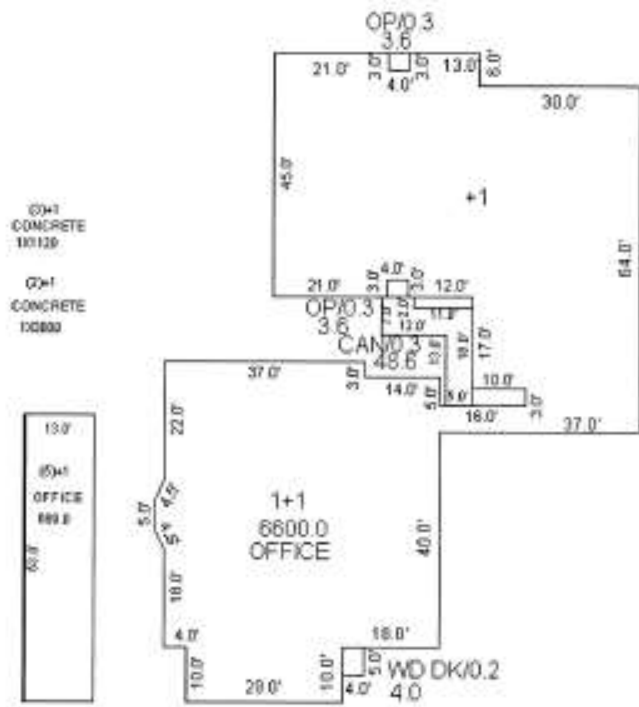


View of acquisition area and parking lot.

Location Map



Sketch of Property¹⁸

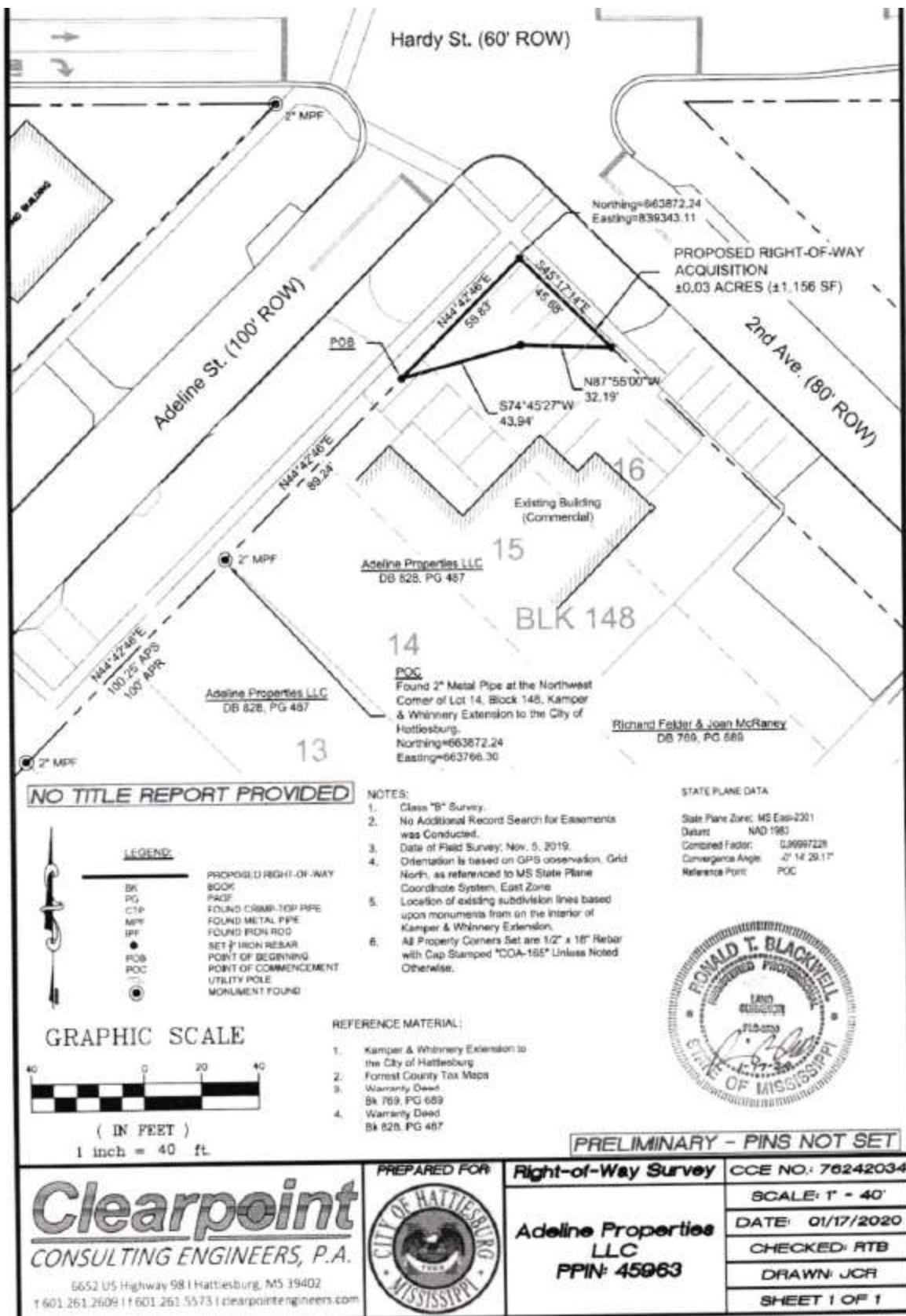


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Legal

Adeline Properties, LLC - +/-0.03 Ac.

LEGAL DESCRIPTION (Proposed Right-of-Way Acquisition)

A parcel of land being part of Lots 15 and 16 of Block 148 of Kamper and Whinnery Extension to the City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the office of Chancery Clerk of Forrest County, Mississippi, being more particularly described as follows:

Commencing at 2" metal pipe found at the Northwest Corner of Lot 14, Block 148, of Said Kamper and Whinnery Extension to the City of Hattiesburg, Mississippi; said point also being a point on the eastern right-of-way boundary of Adeline Street; thence run and along said right-of-way boundary North 44 degrees 42 minutes 46 seconds East for a distance of 89.24 feet to a set 1/4" iron pin, said point also being the POINT OF BEGINNING; thence continue North 44 degrees 42 minutes 46 seconds East for a distance of 59.83 feet to a set 1/4" iron pin at the northeast corner of Lot 16, of said Block 148; said point also being a point on the western right-of-way boundary of 2nd Street; thence run and along said right-of-way boundary South 45 degrees 17 minutes 14 seconds East for a distance of 45.68 feet to a set 1/4" iron pin; thence leaving said right-of-way boundary run North 87 degrees 55 minutes 00 seconds West for a distance of 32.19 feet to a set 1/4" iron pin; thence run South 74 degrees 45 minutes 27 seconds West for a distance of 43.94 feet back to the POINT OF BEGINNING. Said parcel contains 0.03 acres (1,156 square feet), more or less.

Updated Title Opinion

JACKSON, TULLOS & ROGERS, PLLC

ATTORNEYS AT LAW
309 SOUTH 40TH AVENUE
HATTIESBURG, MISSISSIPPI 39402

ROBERT T. JACKSON, SR.
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January 29, 2020

TELEPHONE: (601) 264-3309
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E-mail: jtullos@jacksonfirm.com

Mr. Lamar Rutland
Director of Engineering
City of Hattiesburg
P. O. Box 1898
Hattiesburg, MS 39403-1898

Re: Title examination and opinion relating to the property owned by Adeline Properties, LLC, located in Forrest County, Mississippi.

Dear Mr. Rutland:

Pursuant to your request that we examine title to the property hereinabove generally identified and hereinafter more particularly described and furnish you with our opinion relative to the status thereof, please be advised that we have made a careful and diligent search of the public records, properly indexed, of Forrest County, Mississippi, for a period of more than thirty-one (31) years prior to the date and time hereafter set forth as the same pertain to and affect the real property lying, being situated in Forrest County, Mississippi, more particularly described as follows, to wit:

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

From said examination, assuming that all instruments affecting title to said real property have been properly indexed on the Sectional Index of said County, we find the record title to the surface of the real property to be vested in **ADELINE PROPERTIES, LLC**, subject to the following exceptions:

1. The subject property is encumbered by the following Deed of Trust: None.
2. County and state ad valorem taxes for the years 2017, 2018, and 2019 have been paid. There is also a current liability for 2020 taxes which constitutes a lien on the subject property which will be due on January 1, 2021, and which will not be in default until on or after February 1, 2021.

602 Adeline Street, Hattiesburg, MS 39401
PPIN: 19377
Amount: \$5,953.60

606 Adeline Street, Hattiesburg, MS 39401
PPIN: 19375
Amount: \$3,899.34

604 Adeline Street, Hattiesburg, MS 39401
PPIN: 19376
Amount: \$2,693.52

3. Subject to any and all covenants and restrictions of record.
4. Subject to any and all easements of record and of use affecting the property.
5. Subject to any and all prior and outstanding leases, exceptions, reservations and/or conveyances of oil, gas and/or other minerals and any geothermal energy resources lying in, on and under the above described real property.
6. Subject to any environmental condition existing upon the subject property, which would cause said property to be in violation of any State and/or Federal Environmental Protection Act. This certificate does not express an opinion as to any environmental condition which may be in violation of such laws and is subject to any such condition which may affect the title to said property or lien placed against said property by any lender, individual Corporation or otherwise.
7. Rights or claims of parties in possession not shown by public records.
8. Subject to any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
9. Subject to riparian and other rights created if subject property is bordered by or fronts water.
10. Subject to any and all entities in the chain of title having been validly formed and being in good standing under the laws in the state in which they were formed.

This opinion does not in any manner constitute a guarantee of title to the hereinabove described lands, but is merely the opinion of this office with respect to the title to the property as reflected by the records and instruments which are properly noted in the Sectional Index, and does not extend to problems of adverse possession, errors in survey, or facts which are not shown of record in the Forrest County Courthouse. This opinion and certificate does not cover the status of the zoning of the subject property under the zoning ordinances of Forrest County, Mississippi, and is subject to any other land use restrictions of applicable governmental units. This opinion does not extend to or determine whether the subject real property lies within a flood hazard zone.

This opinion does not cover any state of facts which would be revealed by an accurate survey or by a physical inspection of the subject real property, including, but not limited to,

encroachments, variation in area or in measurements, boundary line disputes, roadways, and matter not of record, including lack of access.

This opinion is addressed to **City of Hattiesburg, Mississippi**, and the liability of the undersigned attorney extends only to the said **City of Hattiesburg, Mississippi**. The title research that is contained within this title opinion certificate is intended for the exclusive use of the party to whom it is addressed. The liability of the undersigned firm extends only to the addressee hereof and said liability terminates if this title opinion is used as an update for any other opinion, title insurance commitment or policy.

This opinion does not cover any state of facts affecting the record title to the subject real property subsequent and after **January 17, 2020, at 8:00 o'clock a.m.**, which date shall be deemed to be, and is, the date and time of this opinion and certificate.

Please be advised that, subject to the above date and time of this opinion and subject to the above-recited exceptions, **ADELINE PROPERTIES, LLC**, is the record owner of a good and marketable title in and to the subject property.

Any unauthorized duplications or reproductions of this certificate shall render this certificate void and relieve the undersigned from any and all liability hereunder. Further, this certificate may not be relied upon by any person or firm other than the above-named addressee for any purpose whatsoever without the prior written consent of the undersigned. Subsequent reliance contrary hereto shall render this certificate void and relieve the undersigned of any liability hereunder.

Sincerely yours,

JACKSON, TULLOS & ROGERS, PLLC



Joseph R. Tullos

JRT/rmc

EXHIBIT "A"





Property Appraisal Link

FORREST COUNTY, MS

Current Date 3/10/2020

Tax Year 2019

APPRAISAL INQUIRY
PARCEL 2-029N-09-207.00 **ALT PARCEL NUMBER** 229 -0448-148-009.00
PPIN 019375 **SKETCH** 1 [VIEW 01](#)
OWNER NAME ADELINE PROPERTIES LLC
 604 ADELINE ST
 HATTIESBURG MS39401
PROPERTY ADDRESS 606 ADELINE STREET
PROPERTY IS VACANT (Y/N) N
FIELD WORK BY CH **DATE:** 1/1/1982
CLASSSED BY CH **DATE:** 1/1/1982
REVIEWED BY SB **DATE:** 3/9/2009
REALTOR CODE

LEGAL DESCRIPTION
 1 LT 12 BLK 148
 2 PREV #: H0448-12-009
 3 B828 P487 11/29/99
 Block 148 Section 09 Township 04N Range 13W

LOT INFORMATION
LOT CODE 0448 **LOT SIZE** 50.0 X 200 **LOT VALUE** 34190

CODE	FRONT FT	DEPTH	PRICE	DEPTH TABLE	DEPTH %	ADL %	DESCRIPTION	ADL PRICE	APPRAISED	CLASS
OVER	50.00	200	645.12	9	1.06	1.00		683.83	34190	1

ACRE INFORMATION
ACRES TYPE **QUAL CLASS** **PRICE CODE** **UNCULTIVATED CODE** **PRICE** **ADL %** **DESCRIPTION** **APPRAISED** **MARKET**
 *** NO ACREAGE INFO ***

ACREAGE VALUE **OVERALL VALUE** 34190
LAND USE CODE CLASS 1 1130 MULTI-FAMILY
LAND USE CODE CLASS 2 1130 MULTI-FAMILY

BUILDING DESCRIPTIONS

NUMBER	CODE	BUILDING DESCRIPTION	VALUE	ELIGIBLE CLASS 1
001	030	OFFICE	102460	N
002	017	CONCRETE PAVING	5450	N

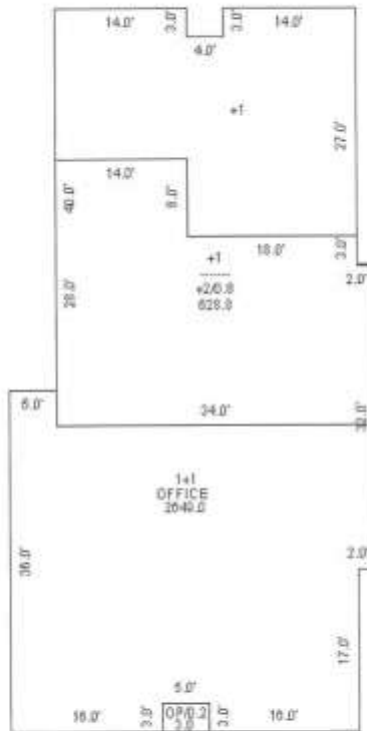
TOTAL PARCEL VALUE 142100



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G+1
CONCRETE
104608



Sketch by Apex IV™



Property Appraisal Link

FORREST COUNTY, MS

Current Date 3/10/2020

APPRAISAL INQUIRY

PARCEL 2-029N-09-207.00 ALT PARCEL NUMBER 229-0448-148-009.00

PPIN 019375

SKETCH 1

OWNER NAME

ADELINE PROPERTIES LLC

APPRAISAL SUMMARY - STRUCTURE CLASS R AND C

EXTERIOR	WOOD & SHEATING	
ROOF TYPE	GABLE	
ROOF MATERIAL	ASPHALT SHNG H/D	
FLOORS	HARDWOOD/LAMINAT	CARPET & U
INTERIOR	DRYWALL	
PLUMBING	AVERAGE	
ELECTRIC	AVERAGE	
	FHA/AC (OFF)	

BASIC AREA	2649
UNITS: CONST 99	
CLASS D+ CLASS UNITS	5
= TOTAL UNITS	104
X RATES: BASE 38.15 ADJ.	39.68
X INDEX 1.090 COST/SF	43.25
X ADJUSTED AREA	3281
= BASIC COST	141903
+ EXTRA FEATURES	28855
= ADJUSTED COST	170758
DEPRECIATION:	
STRAIGHT	35
ADDITIONAL	25
OVERRIDE	
X CONDITION	60 %
= DEPRECIATED COST	102455
X NUMBER OF BUILDINGS	1
FINAL VALUE	102460
OVERRIDE VALUE	

YEAR BUILT 1920

OVERRIDE REASON

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FORREST COUNTY, MS

Current Date 3/10/2020

Tax Year 2019

PARCEL 2-029N-09-208.00
PPIN 019376
OWNER NAME
OWNER ADDRESS
PROPERTY ADDRESS
PROPERTY IS VACANT (Y/N) N
FIELD WORK BY CH **DATE:** 1/1/1982
CLASSIFIED BY CH **DATE:** 1/1/1982
REVIEWED BY O/S **DATE:** 10/21/2010
REALTOR CODE

APPRAISAL INQUIRY**ALT PARCEL NUMBER** 229 -0448-148-010.00**SKETCH** 1 [VIEW 01](#)

ADELINE PROPERTIES LLC

604 ADELINE

HATTIESBURG MS39401

604 ADELINE STREET

LEGAL DESCRIPTION

1 LT 13 BLK 148

2 PREV #H0448-12-010

3 B828 P487 11/29/99

Block 148 Section 09 Township 04N Range 13W

LOT INFORMATION**LOT CODE** 0448 **LOT SIZE** 50.0 X 200 **LOT VALUE** 34190

CODE	FRONT	DEPTH	PRICE	DEPTH	TABLE	DEPTH	%	ADJ	%	DESCRIPTION	ADJ	PRICE	APPRAISED	CLASS
OVER	30.00	200	645.12	9	1.06	1.00					683.83	34190	1	

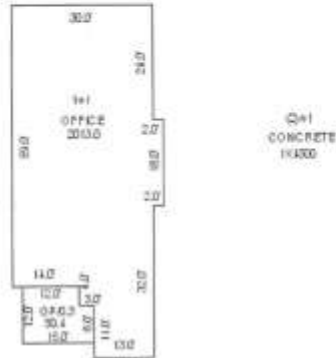
ACRE INFORMATION

ACRES TYPE DUAL **CLASS PRICE CODE** UNCULTIVATED **CODE PRICE** ADJ **% DESCRIPTION** APPRAISED MARKET
 *** NO ACREAGE INFO ***

ACREAGE VALUE **OVERALL VALUE** 34190**LAND USE CODE CLASS 1** 1110 ONE FAMILY UNIT**LAND USE CODE CLASS 2** 1110 ONE FAMILY UNIT**BUILDING DESCRIPTIONS**

NUMBER	CODE	BUILDING DESCRIPTION	VALUE	ELIGIBLE CLASS 1
001	030	OFFICE	57490	N
002	017	CONCRETE PAVING	6820	N

TOTAL PARCEL VALUE 98500
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Property Appraisal Link

FORREST COUNTY, MS

Current Date 3/10/2020

APPRAISAL INQUIRY

PARCEL 2-029N-09-208.00 ALT PARCEL NUMBER 229 -0448-148-010.00

PPIN 019376

SKETCH 1

OWNER NAME

ADELINE PROPERTIES LLC

APPRAISAL SUMMARY - STRUCTURE CLASS R AND C

EXTERIOR	WOOD & SHEATING	
ROOF TYPE	GABLE	
ROOF MATERIAL	ASPHALT SHNG H/D	
FLOORS	HARDWOOD/LAMINAT	CARPET & U
INTERIOR	DRYWALL	
PLUMBING	AVERAGE	
ELECTRIC	AVERAGE	
	FHA/AC (OFF)	

BASIC AREA	2013
UNITS: CONST 84	
CLASS D+ CLASS UNITS	5
= TOTAL UNITS	89
X RATES: BASE 38.79 ADJ.	34.52
X INDEX 1.090 COST/SF	37.63
X ADJUSTED AREA	2063
= BASIC COST	77631
+ EXTRA FEATURES	18186
= ADJUSTED COST	95817
DEPRECIATION:	
STRAIGHT	35
ADDITIONAL	25
OVERRIDE	
X CONDITION	60 %
= DEPRECIATED COST	57490
X NUMBER OF BUILDINGS	1
FINAL VALUE	57490
OVERRIDE VALUE	

YEAR BUILT 1925

OVERRIDE REASON

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Property Appraisal Link

FORREST COUNTY, MS

Current Date 3/10/2020

Tax Year 2019

PARCEL 2-029N-09-209.00
PPIN 019377
OWNER NAME
OWNER ADDRESS
PROPERTY ADDRESS
PROPERTY IS VACANT (Y/N) N
FIELD WORK BY CH **DATE:** 1/1/1982
CLASSIFIED BY CH **DATE:** 1/1/1982
REVIEWED BY BH **DATE:** 8/27/2014
REALTOR CODE

APPRAISAL INQUIRY**ALT PARCEL NUMBER** 229 -0448-148-012.00**SKETCH** 1 [VIEW 01](#)

ADELINE PROPERTIES LLC

604 ADELINE ST

HATTIESBURG MS39401

602 ADELINE STREET

LEGAL DESCRIPTION

1 NW 125FT OF LTS 14 TO 16 BLK

2 148 DB557-P183 7/85

3 PREV #:H0448-12-012

4 B828 P487 11/29/99

Block 148 Section 09 Township 04N Range 13W

LOT INFORMATION**LOT CODE** 0448 **LOT SIZE** 125.0 X 150 **LOT VALUE** 60480

CODE	FRONT FT	DEPTH	PRICE	DEPTH/ABLE	DEPTH %	ADJ %	DESCRIPTION	ADJ PRICE	APPRAISED	CLASS
OVER	125.00	150	483.84	10	1.00	1.00		483.84	60480	1

ACRE INFORMATION**ACRES TYPE QUAL CLASS PRICE CODE UNCULTIVATED CODE PRICE ADJ % DESCRIPTION APPRAISED MARKET**

*** NO ACREAGE INFO ***

ACREAGE VALUE **OVERALL VALUE** 60480**LAND USE CODE CLASS 1** 6300 BUSINESS SERVICES**LAND USE CODE CLASS 2** 6300 BUSINESS SERVICES**BUILDING DESCRIPTIONS**

NUMBER	CODE	BUILDING DESCRIPTION	VALUE	ELIGIBLE CLASS 1
<u>001</u>	030	OFFICE	134940	N
<u>002</u>	017	CONCRETE PAVING	4550	N
<u>003</u>	017	CONCRETE PAVING	1700	N
<u>005</u>	030	OFFICE	16060	N

TOTAL PARCEL VALUE 217730[View Tax](#)[Back](#)



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APPRAISAL INQUIRY

PARCEL 2-029N-09-209.00 ALT PARCEL NUMBER 229-0448-148-012.00

PPIN 019377

SKETCH 1

OWNER NAME

ADELINE PROPERTIES LLC

APPRAISAL SUMMARY - STRUCTURE CLASS M, B, O & G

STRUCTURE: 017 CONCRETE PAVING

YEAR BUILT:

QUALITY: L (L=Low Cost, A=Average, G=Good)

RATE: 2.78

LOCATION INDEX: 1.090

SQUARE FOOT COST: 3.03

BASE AREA: 1120

ADJUSTED AREA: 1120

REPLACEMENT COST: 3394

CONDITION: 50

DEPRECIATED COST: 1697

FINAL VALUE: 1700

COMMENT: X

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FORREST COUNTY, MS

Current Date 3/10/2020

APPRAISAL INQUIRY

PARCEL: 2-029N-09-209.00 ALT PARCEL NUMBER: 229-0448-148-012.00

PPIN: 019377

SKETCH: 1

OWNER NAME:

ADELIN PROPERTIES LLC

APPRAISAL SUMMARY - STRUCTURE CLASS M, B, O & G

STRUCTURE: 017 CONCRETE PAVING

YEAR BUILT:

QUALITY: L (L=Low Cost, A=Average, G=Good)

RATE: 2.78

LOCATION INDEX: 1.090

SQUARE FOOT COST: 3.03

BASE AREA: 3000

ADJUSTED AREA: 3000

REPLACEMENT COST: 9090

CONDITION: 50

DEPRECIATED COST: 4545

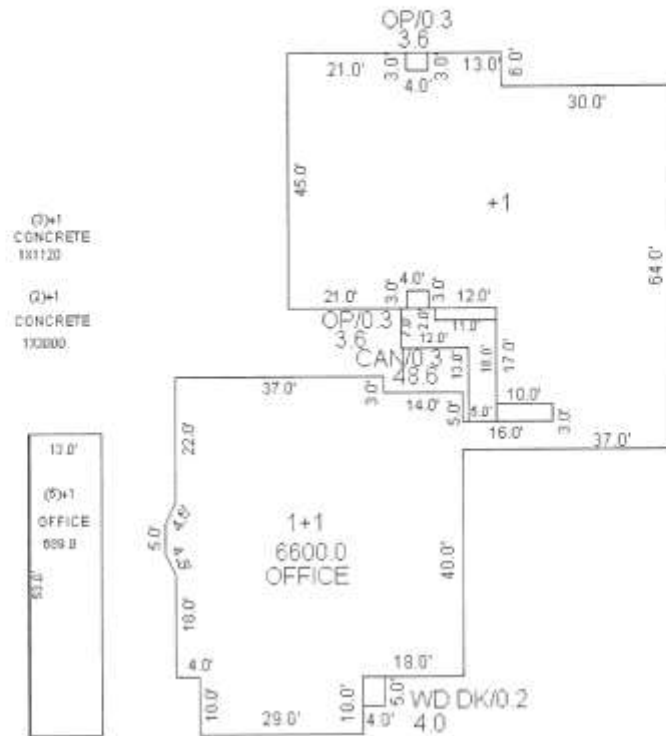
FINAL VALUE: 4550

COMMENT: X

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FORREST COUNTY, MS

Current Date 3/10/2020

APPRAISAL INQUIRY

PARCEL 2-029N-09-209.00 ALT PARCEL NUMBER 229-0448-148-012.00

PPIN 019377

SKETCH 1

OWNER NAME

ADELIN PROPERTIES LLC

APPRAISAL SUMMARY - STRUCTURE CLASS R AND C

EXTERIOR	ALUM/VINYL	
ROOF TYPE	GABLE	
ROOF MATERIAL	ASPHALT SHNG H/D	ASPHALT SHNG
FLOORS	CARPET & U	
INTERIOR	DRYWALL	
PLUMBING	AVERAGE	
ELECTRIC	AVERAGE	
	FHA/AC (OFF)	

BASIC AREA	6600
UNITS: CONST 100	
CLASS D CLASS UNITS	
= TOTAL UNITS	100
X RATES: BASE 37.77 ADJ.	37.77
X INDEX 1.090 COST/SF	41.17
X ADJUSTED AREA	6661
= BASIC COST	274233
+ EXTRA FEATURES	54892
= ADJUSTED COST	329125
DEPRECIATION:	
STRAIGHT	63
ADDITIONAL	-22
OVERRIDE	
X CONDITION	41 %
= DEPRECIATED COST	134941
X NUMBER OF BUILDINGS	1
FINAL VALUE	134940
OVERRIDE VALUE	

YEAR BUILT 1985

OVERRIDE REASON

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FORREST COUNTY, MS

Current Date 3/10/2020

APPRAISAL INQUIRY

PARCEL 2-029N-09-209.00 ALT PARCEL NUMBER 229-0448-148-012.00
 PPIN 019377 SKETCH 1
 OWNER NAME ADELINE PROPERTIES LLC

APPRAISAL SUMMARY - STRUCTURE CLASS R AND C

EXTERIOR	ALUM/VINYL	
ROOF TYPE	GABLE	
ROOF MATERIAL	ASPHALT SHNG H/D	
FLOORS	VINYL TILE	CARPET & U
INTERIOR	DRYWALL	
PLUMBING	AVERAGE	
ELECTRIC	AVERAGE	
	FHA/AC (OFF)	

BASIC AREA	689
UNITS: CONST 99	
CLASS D CLASS UNITS	
= TOTAL UNITS	99
X RATES: BASE 43.50 ADJ.	43.07
X INDEX 1.090 COST/SF	46.95
X ADJUSTED AREA	689
= BASIC COST	32349
+ EXTRA FEATURES	6809
= ADJUSTED COST	39158
DEPRECIATION:	
STRAIGHT	63
ADDITIONAL	- 22
OVERRIDE	
X CONDITION	41 %
= DEPRECIATED COST	16055
X NUMBER OF BUILDINGS	1
FINAL VALUE	16060
OVERRIDE VALUE	

YEAR BUILT 1985

OVERRIDE REASON

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Lyon Herrington
 Account Executive
 One Freedom Square
 Laurel, MS 39440-3367 USA
 601.649.1977 ext. 1502
 601.425.4732 fax
lyon@headricks.com
www.headricks.com
 Cost estimate – June 19, 2018



Name	Herman Norton
Sign Sizes	4' W x 5' H
Dimensions	8' H x 7' W
Material	(3) rustic wood posts, tin roof sheet sign
Other	Solar powered lights

Fabricate and install one (1) double face metal (4'x5') sign hanging between two wood pole (with external lights on cross arm (by others)) - - - Price \$2100

Subsequent email, June 22, 2018: I meant to add a foot note for that 4'x5' used rough looking metal sign that hangs between the two used poles...rebuilding using all rustic pole and used looking materials...that cost would be about \$1100 to \$1200 dollars... the price I gave you would be using new materials .

Tree Quote

Brackman's Stepping Stone
2 Pioneer Road East
Hattiesburg, MS 39402
(601)264-2686
info@thesteppingstone.net



INVOICE

BILL TO
Connie Cone

INVOICE # 6614
DATE 02/22/2018
DUE DATE 02/22/2018
TERMS Due on receipt

DATE	ACTIVITY	QTY	RATE	AMOUNT
02/22/2018	Plants 30 gallon live oak	3	225.00	675.00
02/22/2018	Labor labor to plant live oak	3	85.00	255.00

Brackman's Plant Guarantee

We guarantee our plants to be in good health and condition at the time of sale. All our plants come from verified growers. We cannot be responsible for losses or damage beyond our control. This is no guarantee, expressed or implied, on plant health after the plant leaves Brackman's Stepping Stone.

BALANCE DUE

\$930.00

QUALIFICATIONS OF GEORGE W. NULL, JR., MAI

Professional Designations & Affiliations

- ◆ State Certified General Real Estate Appraiser (2002) - State of Mississippi, (GA-679)
- ◆ Designated Member of the Appraisal Institute (2008) (MAI #12522)
- ◆ Active Member of the International Right-of-Way Association (2005)

Professional Work History

Atlas Right-of-Way Services – (2016 to Present)

Managing director of a full-service right-of-way company. Duties include management of right-of-way acquisition projects, annexation projects and market data brochures. This company was formed due to the need for additional services in relation to our right-of-way appraisal business.

Real Estate Development – (2003 to Present)

My experience has included development of multi-family, retail, office, industrial, agricultural, recreational and other commercial real estate development projects throughout the state of Mississippi.

Collins and Null Appraisals – (2001 to Present)

President of the company since 2003 and Principal Appraiser. I appraise all forms of real estate, including commercial, industrial, residential, Rights-of-Way, partial interest and timber land. My experience also includes consultation for court proceedings, review of peer appraisals and expert witness testimony.

Mississippi Department of Transportation – (1998 to 2001)

Senior R.O.W. Appraiser and Project Leader

Primary responsibility was supervision and appraisal of Right-of-Way for Road Project across the entire state of Mississippi. Acted as appraisal project manager on multiple projects. Included court testimony and expert witness duties.

Engineering Plus - Meridian, MS – (1996 to 1998)

Primary responsibility was assistance in preparation of plans for State Aid Road Projects for a civil engineering firm, which included CAD design of Bridges and Road Alignments, Implementation of Survey data, Site inspections, and determination of Right-of-Way Limits.

Academic Background

- ◆ BLA (Bachelors in Landscape Architecture) received from Mississippi State University – (1996)
- ◆ BS in Agriculture (Contracting Option) received from Mississippi State University – (1996)

Professional Summary

My professional career began in the civil engineering industry in 1996, which included starting in the field with surveying. This later progressed into office-based CAD design for road and bridge projects. In 1998, I was hired by the Mississippi Department of Transportation as an entry level appraiser, where again my expertise lead me to be team leader of an appraisal staff. This included performing real estate appraisals and expert witness testimonies in relation to right-of-way needed for road and bridge projects across the state of Mississippi. In 2001, I entered into a private practice where my expertise was expanded to the appraisal and consultation of all forms of real estate for a wide variety of clients. In 2002, I became General Certified, and followed this certification with the MAI designation from the Appraisal Institute in 2008. In addition to the appraisal business, I have been involved in the development of a variety of commercial projects around the state. In 2016, due to the expanding needs of our clients for assistance in right-of-way acquisition, we began Atlas Right-of-Way services, which is a full-service right-of-way company. This experience, in excess of 20 years, has granted me great competency in a wide range of real estate matters. Clients have included local, state and federal government agencies, utility companies, attorneys, large corporations and private individual property owners.

Professional Education

The Appraisal of Partial Acquisitions (401) - Jackson, MS	IRWA	1998
Appraisal Principles Course (110) - Houston, TX	Appraisal Institute	1998
Appraisal Procedures Course (120) - Houston, TX	Appraisal Institute	1998
Basic Income Capitalization (310) - Nashville, TN	Appraisal Institute	1999
Advanced Income Capitalization (510) - Atlanta, GA	Appraisal Institute	2000
Principles of Land Acquisition (100) Jackson, MS	IRWA	2000

George W. Null, MAI
Page 3

Skills of Expert Witness Testimony (214)- Gulfport, MS	IRWA	2000
Advanced Sales Comparison & Cost Approach (530) Atlanta, GA	Appraisal Institute	2001
Standards of Professional Practice (410) - Houston, TX	Appraisal Institute	2002
Highest and Best Use & Market Analysis (520)- Atlanta, GA	Appraisal Institute	2002
Report Writing & Valuation Analysis (540) - Atlanta, GA	Appraisal Institute	2002
Advanced Applications (550) - Chicago, IL	Appraisal Institute	2003
Conservation Easement Workshop - Vicksburg, MS	Tara Wildlife	2003
Standards of Professional Practice, USPAP (420) - Online	Appraisal Institute	2004
Completed Comprehensive Exam for MAI Designation, Nashville	Appraisal Institute	2004
Land Titles (C801) - Hattiesburg, MS	IRWA	2005
Land Valuation Adjustments - Tunica, MS	Appraisal Institute	2006
USPAP - Online Course	Appraisal Institute	2006
REO Appraisal - Pearl, MS	Appraisal Institute	2008
Appraising Distressed Properties - Biloxi, MS	Appraisal Institute	2009
Introduction to Conservation Easement Valuation	Appraisal Institute	2010
Oil Spills and Property Values	Appraisal Institute	2010
USPAP Update	McKissock	2010
Commercial Real Estate - Where do we go now?	Appraisal Institute	2010

Attacking and Defending an Appraisal in Litigation	Appraisal Institute	2011
The Impact of Dodd-Frank on Appraisers and Their Bank Clients	Appraisal Institute	2012
Advanced Spreadsheet Modeling for Valuation Applications	Appraisal Institute	2013
Uniform Appraisal Standards for Federal Land Acquisitions	Appraisal Institute	2014
USPAP Update	Appraisal Institute	2014
105 The Uniform Act - Executive Summary	IRWA	2015
USPAP Update	Appraisal Institute	2015
Introduction to the Income Capitalization Approach -402	IRWA	2016
Easement Valuation – 403	IRWA	2016
Drone Technology and Its Impact on the Appraisal Industry	Appraisal Institute	2017
Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets	Appraisal Institute	2017
USPAP Update course	Appraisal Institute	2018
Business Practices and Ethics	Appraisal Institute	2018
Advanced Residential Relocation Assistance	IRWA	2018
Online Business Practices and Ethics	Appraisal Institute	2019
Basic Appraisal Principles & Procedures Under the Uniform Act	FHWA	2019

Establishment of Just Compensation Offer

This document is prepared pursuant to Federal regulation at 49 CFR 24.102(d)

"Establishment and offer of just compensation. Before the initiation of negotiations, the Agency shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the approved appraisal of the market value of the property, taking into account the value of allowable damages or benefits to any remaining property. An Agency official must establish the amount believed to be just compensation".

The property, more particularly described in Exhibit A, that is the subject of this offer of just compensation is as follows:

Owner: Adeline Properties, Inc.
Parcel No: 2-029N-09-209.00 (W & Q)
Project No: LPA/ 108081 – 701000 / STP-0219-00(037)
City/County: Hattiesburg / Forrest

Under the authority conveyed to me by resolution of the Hattiesburg City Council, and based on the recommended appraisal for the above-described property, which is inclusive of all compensable interests, including leasehold interests, I, *Toby Barker*, Mayor of the city of Hattiesburg, do hereby establish the City of Hattiesburg's offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of \$47,550.

Signed_____ Date_____

Exhibit A

Adeline Properties, LLC - +/-0.03 Ac.

LEGAL DESCRIPTION (Proposed Right-of-Way Acquisition)

A parcel of land being part of Lots 15 and 16 of Block 148 of Kamper and Whinnery Extension to the City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the office of Chancery Clerk of Forrest County, Mississippi, being more particularly described as follows:

Commencing at 2" metal pipe found at the Northwest Corner of Lot 14, Block 148, of Said Kamper and Whinnery Extension to the City of Hattiesburg, Mississippi; said point also being a point on the eastern right-of-way boundary of Adeline Street; thence run and along said right-of-way boundary North 44 degrees 42 minutes 46 seconds East for a distance of 89.24 feet to a set ½" iron pin, said point also being the POINT OF BEGINNING; thence continue North 44 degrees 42 minutes 46 seconds East for a distance of 59.83 feet to a set ½" iron pin at the northeast corner of Lot 16, of said Block 148; said point also being a point on the western right-of-way boundary of 2nd Street; thence run and along said right-of-way boundary South 45 degrees 17 minutes 14 seconds East for a distance of 45.68 feet to a set ½" iron pin; thence leaving said right-of-way boundary run North 87 degrees 55 minutes 00 seconds West for a distance of 32.19 feet to a set ½" iron pin; thence run South 74 degrees 45 minutes 27 seconds West for a distance of 43.94 feet back to the POINT OF BEGINNING. Said parcel contains 0.03 acres (1,156 square feet), more or less.



FAIR MARKET VALUE OFFER

Owner: Adeline Properties, LLC

Parcel No: 2-029N-09-209.00 (W & Q)

Project No: LPA/ 108081 – 701000 / STP-0219-00(037)

City/County: Hattiesburg / Forrest

It is necessary that the City of Hattiesburg acquire from you, Adeline Properties, LLC, certain property necessary for the construction of this project.

The identification of the real property and the particular interests being acquired are indicated on the attached instrument.

The value of the real property interests being acquired is based on the fair market value of the property and is not less than the approved appraised value/waiver valuation, disregarding any decrease or increase in the fair market value caused by the project.

This fair market value offer includes all damages and is based on our approved Appraisal Valuation in the amount of \$47,550.

This Appraisal Valuation was made based upon recent market data in this area.

This acquisition does not include oil, gas, or mineral rights, but includes all other interests.

Unless noted otherwise, this acquisition does not include any items which are considered personal property under Mississippi State Law. Examples of such items are household and office furniture and appliances, machinery, business and farm inventory, etc.

The real property improvements being acquired are further described in Exhibit A.

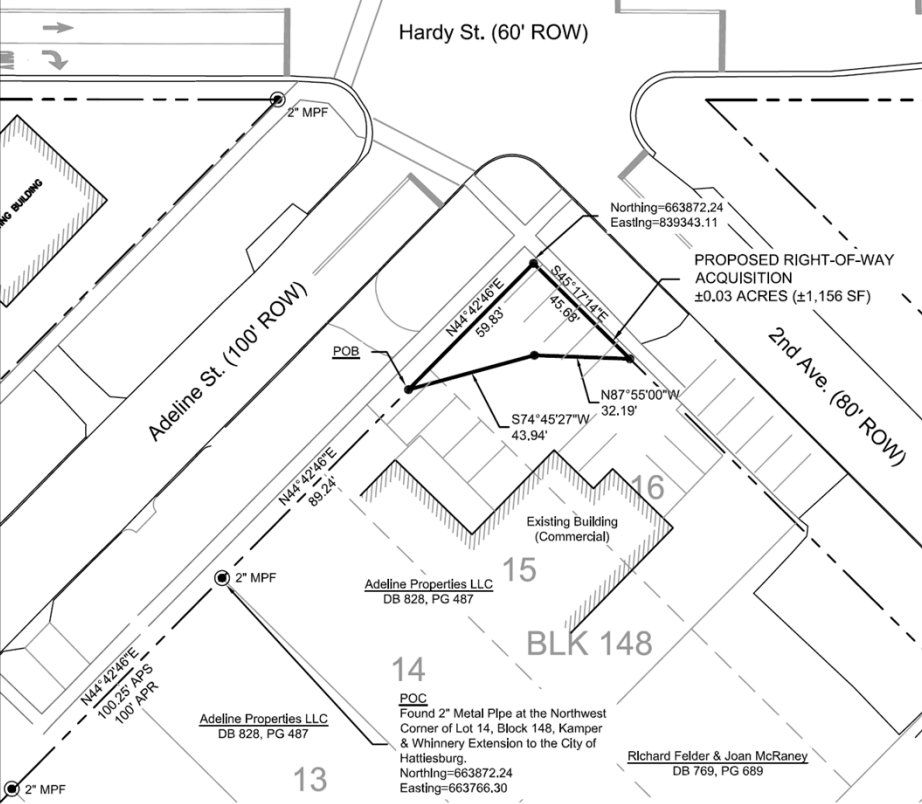
Under the authority conveyed to me by resolution of the Hattiesburg City Council, and based on the recommended appraisal for the above-described property, which is inclusive of all compensable interests, including leasehold interests, I, Toby Barker, Mayor, do hereby make the City of Hattiesburg's offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of \$47,550.00

If this offer is accepted, Adeline Properties, LLC, through a proper representative, will execute a warranty deed, and any leasehold interests will also be required to execute a quit claim deed. You will also be required to provide a duly executed W-9 form for tax reporting, and you may be required to execute a closing statement and other ancillary documents when funds are exchanged.

Signed _____ Date _____

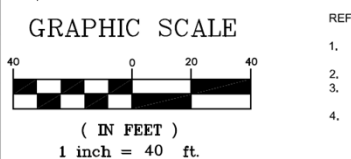
Exhibit A

Adeline Properties, LLC - +/-0.03 Ac.
LEGAL DESCRIPTION (Proposed Right-of-Way Acquisition)
 A parcel of land being part of Lots 15 and 16 of Block 148 of Kamper and Whinnery Extension to the City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the office of Chancery Clerk of Forrest County, Mississippi, being more particularly described as follows:
 Commencing at 2" metal pipe found at the Northwest Corner of Lot 14, Block 148, of Said Kamper and Whinnery Extension to the City of Hattiesburg, Mississippi; said point also being a point on the eastern right-of-way boundary of Adeline Street; thence run and along said right-of-way boundary North 44 degrees 42 minutes 46 seconds East for a distance of 89.24 feet to a set 1/2" iron pin, said point also being the POINT OF BEGINNING; thence continue North 44 degrees 42 minutes 46 seconds East for a distance of 59.83 feet to a set 1/2" iron pin at the northeast corner of Lot 16, of said Block 148; said point also being a point on the western right-of-way boundary of 2nd Street; thence run and along said right-of-way boundary South 45 degrees 17 minutes 14 seconds East for a distance of 45.68 feet to a set 1/2" iron pin; thence leaving said right-of-way boundary run North 87 degrees 55 minutes 00 seconds West for a distance of 32.19 feet to a set 1/2" iron pin; thence run South 74 degrees 45 minutes 27 seconds West for a distance of 43.94 feet back to the POINT OF BEGINNING. Said parcel contains 0.03 acres (1,156 square feet), more or less.



NO TITLE REPORT PROVIDED

- LEGEND:**
- BK BOOK
 - PG PAGE
 - CTP FOUND CRIMP-TOP PIPE
 - MPF FOUND METAL PIPE
 - IPF FOUND IRON ROD
 - SET 1/2" IRON REBAR
 - POB POINT OF BEGINNING
 - POC POINT OF COMMENCEMENT
 - UTILITY POLE
 - MONUMENT FOUND



- NOTES:**
- Class "B" Survey.
 - No Additional Record Search for Easements was Conducted.
 - Date of Field Survey: Nov. 5, 2019.
 - Orientation is based on GPS observation, Grid North, as referenced to MS State Plane Coordinate System, East Zone
 - Location of existing subdivision lines based upon monuments from on the Interior of Kamper & Whinnery Extension.
 - All Property Corners Set are 1/2" x 18" Rebar with Cap Stamped "COA-165" Unless Noted Otherwise.

- REFERENCE MATERIAL:**
- Kamper & Whinnery Extension to the City of Hattiesburg
 - Forrest County Tax Maps
 - Warranty Deed Bk 769, PG 689
 - Warranty Deed Bk 828, PG 487

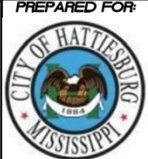
STATE PLANE DATA

State Plane Zone: MS East-2301
 Datum: NAD 1983
 Combined Factor: 0.99997228
 Convergence Angle: -0° 14' 29.17"
 Reference Point: POC



PRELIMINARY - PINS NOT SET

Clearpoint
 CONSULTING ENGINEERS, P.A.
 6652 US Highway 98 | Hattiesburg, MS 39402
 t 601.261.2609 | f 601.261.5573 | clearpointengineers.com



PREPARED FOR:
Right-of-Way Survey
Adeline Properties LLC
PPIN: 45963

CCE NO.: 76242034
SCALE: 1" = 40'
DATE: 01/17/2020
CHECKED: RTB
DRAWN: JCR
SHEET 1 OF 1

Drawing Location S:\76242034\dwg\76242034_Fields.dwg



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc: Andrew Ellard, Director

Date: Tuesday, April 7, 2020

Re: Ratify and confirm the Mayor's reappointment of Rhoda A. Pickett (Ward 2) to the Planning Commission for a term beginning May 13, 2020 and ending May 12, 2025.
File Number: 2020-231
Minute Book #

Summary

Hattiesburg Planning Commission - Rhoda A. Pickett

Recommendation Statement

Ratify and confirm the Mayor's reappointment of Rhoda A. Pickett to the Planning Commission

Please place this on the April 7, 2020 City Council meeting for consideration.

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION Hattiesburg Planning Commission

TERM OF OFFICE 5 years PERIOD May 13, 2020 through May 12, 2025

TERM EXPIRED: X OR RESIGNED: _____ LETTER ATTACHED: _____

REPLACES Reappointment

NAME OF PROPOSED APPOINTEE Rhoda A. Pickett

ADDRESS 608 Claiborne Avenue

HOME PHONE NUMBER 251-767-8952 WARD Ward 2

PLACE OF EMPLOYMENT Freelance Writer

EMPLOYMENT ADDRESS _____

EMPLOYMENT PHONE NO: _____ POSITION: Communications

PERSON CONTACTED BY Ginger Lowrey DATE: 3/30/2020

AGREED TO SERVE: Yes DECLINED: _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Sherrocko Stewart, Fire Chief

cc:

Date: Tuesday, April 7, 2020

Re: Ratification of submitted grant application to the Federal Emergency Management Agency (FEMA) FY 2019 Assistance to Firefighters Grant Program to fund the purchase of an aerial apparatus for an estimated cost of \$1,045,000 (\$950,000 federal share and \$95,000 local share).
File Number: 2020-221
Minute Book #

Summary

FY 2019 FEMA Assistance to Firefighters Grant Program

Recommendation Statement

I recommend ratification of submitted grant application to the Federal Emergency Management Agency (FEMA) FY 2019 Assistance to Firefighters Grant Program to fund the purchase of an aerial apparatus for an estimated cost of \$1,045,000 (\$950,000 federal share and \$95,000 local share).

Please place this on the April 7, 2020 City Council meeting for consideration.

EMW-2019-FG-02955: Fiscal Year (FY) 2019 Assistance to Firefighters Grants**System for Award Management (SAM.gov) profile**

Please identify your organization to be associated with this application.

All organization information in this section will come from the System for Award Management (SAM) profile for that organization.

HATTIESBURG, CITY OF

Information current from SAM.gov as of:	03/05/2020
DUNS (includes DUNS+4):	079448130
Employer Identification Number (EIN):	646000432
Organization legal name:	HATTIESBURG, CITY OF
Organization (doing business as) name:	
Mailing address:	PO BOX 1898 HATTIESBURG, MS 39403-1898
Physical address:	200 FORREST ST HATTIESBURG, MS 39401-3451
Is your organization delinquent on any federal debt?	N
SAM.gov registration status:	Active as of 2020-03-02 00:00:00.000 GMT

☒ We have reviewed our bank account information on our SAM.gov profile to ensure it is up to date

Applicant information

Please provide the following additional information about the applicant.

Applicant name	City of Hattiesburg, Hattiesburg Fire Department
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Main address of location impacted by this grant

Main address 1	800 Arledge St.
Main address 2	
City	Hattiesburg
State/territory	MS
Zip code	39401
Zip extension	4350

In what county/parish is your organization physically located? If you have more than one station, in what county/parish is your main station located?	Forrest
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Applicant characteristics

The Assistance to Firefighters Grants Program's objective is to provide funding directly to fire departments and nonaffiliated EMS organizations or a State Fire Training Academy for the purpose of protecting the health and safety of the public and first responder personnel against fire and fire-related hazards. Please review the Notice of Funding Opportunity Announcement (NOFO) for information on available program areas and for more information on the evaluation process and conditions of award. Please provide the following additional information about the applicant.

Applicant type:	Fire Department/Fire District
Is this grant application a regional request? A regional request provides a direct regional and/or local benefit beyond your organization. You may apply for a regional request on behalf of your organization and any number of other participating eligible organizations within your region.	No
What kind of organization do you represent?	All Paid/Career
How many active firefighters does your department have who perform firefighting duties?	118
How many of your active firefighters are trained to the level of Firefighter I or equivalent?	118
How many of your active firefighters are trained to the level of Firefighter II or equivalent?	118
Are you requesting training funds in this application to bring 100% of your firefighters into compliance with NFPA 1001?	No
How many members in your department are trained to the level of EMR or EMT, Advanced EMT or Paramedic?	36
Does your department have a Community Paramedic program?	No
How many stations are operated by your department?	8
Does your organization protect critical infrastructure of the state?	Yes

Please describe the critical infrastructure protected below.

Hattiesburg is home to a host of critical medical facilities; emergency service providers; facilities that manufacture and use hazardous chemicals; commercial retail shops; twelve energy and utility facilities that provide electricity, gas, water, and wastewater management; financial services; transportation systems; and government facilities which include seven locations that house a number of government offices. Major educational institutions include the University of Southern Mississippi (USM), William Carey University (WCU), Pearl River Community College (PRCC), and Antonelli Business College. USM's Fall 2019 enrollment topped 14,000, while a growing William Carey University boasted an enrollment of nearly 5,000 in Fall of 2018. Additionally, Hattiesburg has 9 public schools and at least as many private schools. Major medical facilities include Forrest General Hospital and Merit Health Wesley. Forrest General Hospital is a 545-bed, Level II Regional Trauma Center with over 3,600 employees. The FGH emergency room sees over 85,000 patients in year, with over 30,000 inpatient admissions. Merit Health Wesley, a 211-bed facility, is the area's only hospital accredited for Heart Failure care, and employs over 1,200 healthcare professionals. Hattiesburg's transportation infrastructure consists of more than 350 miles of roadway, including one interstate highway (I-59) and three U.S. highways (Hwy 49, Hwy 98, and Hwy 11). Additionally, Hattiesburg has Bobby L. Chain Municipal Airport and three major railroads. Railroads were instrumental in Hattiesburg's early history and they still shape our current reality today, with 40 railroad crossings in the city and over 30 trains each day. Three rail lines provide an avenue for the transportation of passengers and freight, providing routes from the West to East Coasts, to and from Canada, south to New Orleans and the Gulf Coast, and to the Midwest. Additionally, Hattiesburg has at least 18 commercial facilities which manufacture, store, or use hazardous chemicals, with the Forrest County Industrial Park Located in southern Hattiesburg, east of U.S. Highway 49. Hattiesburg is also home to Camp Shelby Joint Forces Training Center, the nation's largest state-owned military training facility.

Do you currently report to the National Fire Incident Reporting System (NFIRS)? You will be required to report to NFIRS for the entire period of the grant.	Yes
Please enter your FDIN/FDID.	18004

Operating budget

Current fiscal year: 2020

Fiscal Year	Operating budget
2020	\$9,526,409.00
2019	\$8,917,310.00
2018	\$8,820,778.00

Community description

Please provide the following additional information about the community your organization serves.

Type of jurisdiction served	City
What type of community does your organization serve?	Suburban
What is the square mileage of your first due response zone/jurisdiction served?	54
What percentage of your primary response area is protected by hydrants?	100

What percentage of your primary response area is for the following:	Percentage (must sum to 100%)
Agriculture, wildland, open space, or undeveloped properties	25
Commercial and industrial purposes	37
Residential purposes	38
Total	100

What is the permanent resident population of your first due response zone/jurisdiction served?	43809
Do you have a seasonal increase in population?	Yes
What is your seasonal increase in population?	2442

Please describe your organization and/or community that you serve.

The City of Hattiesburg is known as the “Hub City” for its regionally central location between New Orleans, Louisiana; Mobile, Alabama; Jackson, Mississippi; and the Mississippi Gulf Coast. Hattiesburg’s transportation network includes one airport, three major railroads, one interstate highway (Interstate 59) and three U.S. highways (U.S. Highway 49, U.S. Highway 98, and U.S. Highway 11). Hattiesburg is also considered south-central Mississippi’s retail, medical, and educational destination. Hattiesburg is home to the University of Southern Mississippi, William Carey University, Pearl River Community College satellite campus, Forrest General Hospital, Wesley Medical Center, and the Camp Shelby Joint Forces Training Center. Over the last several years, the west side of Hattiesburg has exploded with new commercial growth. Hattiesburg accommodates an array of shopping options, including Turtle Creek Mall, boutiques, antique shops, and flea markets, as well as a variety of other retail shops to meet just about any need. Hattiesburg is a college town and a center for music and entertainment, as well as a great place to raise a family and a great place to retire. Hattiesburg has a resident population of 46,251, and a typical workday sees over 150,000 people within the city limits. Due to its convenient location and amenities, the city will also see a rapid, temporary influx of people when a hurricane is headed for the Gulf Coast, due to people evacuating their homes in areas where the risk is more imminent. Hattiesburg continues to be one of the fastest growing areas in South Mississippi. The Hattiesburg Fire Department (HFD), an all-career organization, is currently composed of 121 sworn personnel and six non-sworn personnel. HFD provides fire suppression and prevention, EMS first response, technical rescue, and HAZMAT services from eight stations distributed throughout its 54 square-mile primary response area. HFD also provides mutual aid to Camp Shelby Joint Forces Training Center, the nation’s largest state-owned military training facility, as well as a regional airport, the neighboring city of Petal and its salt dome storage facilities with capacity to store over 20 billion cubic feet of natural gas, and nine volunteer fire departments in two counties. Through mutual aid, the services of HFD potentially impact an additional 100,000 persons in the Hattiesburg Metropolitan Statistical Area. Even further, Hattiesburg Fire Department is the lead agency for Mississippi Task Force III, a regional disaster response team to which the department provides 16 structural collapse and special rescue technicians, who are deployable throughout our state and beyond.

Applicant and community trends

Please provide the following additional information about the applicant.

Injuries and fatalities	2019	2018	2017
What is the total number of fire-related civilian fatalities in your jurisdiction over the last three calendar years?	0	0	0
What is the total number of fire-related civilian injuries in your jurisdiction over the last three calendar years?	0	0	0
What is the total number of line of duty member fatalities in your jurisdiction over the last three calendar years?	0	0	0
What is the total number of line of duty member injuries in your jurisdiction over the last three calendar years?	12	10	9

How many vehicles does your organization have in each of the type or class of vehicle listed below? You must include vehicles that are leased or on long-term loan as well as any vehicles that have been ordered or otherwise currently under contract for purchase or lease by your organization but not yet in your possession.



Seated riding positions

The number of seated riding positions must be equal or greater than the total number of frontline and reserve apparatus. If there are zero frontline and zero reserve apparatus, the number of seated riding positions must be zero.

Type or class of vehicles	Number of frontline apparatus	Number of reserve apparatus	Number of seated riding positions
Engines or pumpers (pumping capacity of 750 gallons per minute (GPM) or greater and water capacity of 300 gallons or more): pumper, pumper/tanker, rescue/pumper, foam pumper, CAFS pumper, type I, type II engine urban interface.	9	2	64
Ambulances for transport and/or emergency response.	0	0	0
Tankers or tenders (water capacity of 1,000 gallons or more).	0	0	0
Aerial apparatus: aerial ladder truck, telescoping, articulating, ladder towers, platform, tiller ladder truck, quint.	2	1	18
Brush/quick attack (pumping capacity of less than 750 GPM and water carrying capacity of at least 300 gallons): brush truck, patrol unit (pickup w/ skid unit), quick attack unit, mini-pumper, type III engine, type IV engine, type V engine, type VI engine, type VII engine.	0	0	0
Rescue vehicles: rescue squad, rescue (light, medium, heavy), technical rescue vehicle, hazardous materials unit.	0	1	2
Additional vehicles: EMS chase vehicle, air/light unit, rehab units, bomb unit, technical support (command, operational support/supply), hose tender, salvage truck, ARFF (aircraft rescue firefighting), command/mobile communications vehicle.	17	0	76

Is your department facing a new risk, expanding service to a new area, or experiencing an increased call volume?

No

Call volume

Summary	2019	2018	2017
Fire - NFIRS Series 100	260	239	150
Overpressure Rupture, Explosion, Overheat (No Fire) - NFIRS Series 200	18	10	10
Rescue & Emergency Medical Service Incident - NFIRS Series 300	2600	2277	2277
Hazardous Condition (No Fire) - NFIRS Series 400	144	122	88
Service Call - NFIRS Series 500	251	180	209
Good Intent Call - NFIRS Series 600	282	227	197
False Alarm & Falls Call - NFIRS Series 700	253	250	205
Severe Weather & Natural Disaster - NFIRS Series 800	3	10	1
Special Incident Type - NFIRS Series 900	7	6	4

Fires	2019	2018	2017
"Structure Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 111-120)	93	82	58
"Vehicle Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 130-138)	49	69	34
"Vegetation Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 140-143)	60	42	22
Total acreage of all vegetation fires	36	18	18

Rescue and Emergency Medical Service Incidents	2019	2018	2017
"Motor Vehicle Accidents" (Of the NFIRS Series 300 calls, NFIRS Codes 322-324)	342	312	260
"Extractions from Vehicles" (Of the NFIRS Series 300 calls, NFIRS Code 352)	18	12	7
"Rescues" (Of the NFIRS Series 300 calls, NFIRS Code 300, 351, 353-381)	14	17	43
EMS-BLS Response Calls	438	385	444
EMS-ALS Response Calls	0	0	0
EMS-BLS Scheduled Transports	0	0	0
EMS-ALS Scheduled Transports	0	0	0
Community Paramedic Response Calls	0	0	0

Mutual and Automatic Aid	2019	2018	2017
Amount of times the organization received Mutual Aid	1	1	1
Amount of times the organization received Automatic Aid	0	0	0
Amount of times the organization provided Mutual Aid	2	2	3
Amount of times the organization provided Automatic Aid	0	0	0
Of the Mutual and Automatic Aid responses, amount that were structure fires	1	1	0

Grant request details

Program area: Vehicle acquisition

Total requested for Vehicle acquisition activity: \$1,045,000.00

Aerial Apparatus

QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
1	\$1,045,000.00	\$1,045,000.00	Equipment

DESCRIPTION

Hattiesburg Fire Department is requesting funds to assist with the purchase of a single-axle quint with a 100' aerial ladder.

More Details for Aerial Apparatus.

Is the vehicle you propose to buy:	Replacement of an existing apparatus
Was the vehicle you're requesting to replace built prior to the applicable NFPA vehicle standard from 1992?	No
What is the mileage of the vehicle being replaced?	102385
What is the average age of the vehicles of this type or class in your fleet?	14
What is the age of the vehicle being replaced?	21
Do you have a driver-training program equivalent to national or NFPA standards?	Yes
Are you requesting funding for training specific to the vehicle acquisition?	No
Will you obtain the appropriate training through other sources?	Yes
Enter the type and year of manufacture for vehicle being replaced.	1999 Pierce Aerial
Enter the VIN (Vehicle Identification Number) for the vehicle you are requesting to replace:	4P1CT0247XA001497
How long have you owned the vehicle you are replacing?	21
If awarded, will you develop and/or enforce standard operating policies/procedures that require: 1) all occupants to use seatbelts, 2) all drivers of the grantee's apparatus must adhere to all traffic signs, signals and state traffic regulations?	Yes
Will this vehicle be used on Automatic and/or Mutual Aid?	Both
How many vehicles of this type or class are currently in your fleet?	3
How many vehicles of this type or class in your fleet were manufactured prior to 2002?	1
Is this a converted vehicle?	No
What is the number of calls the vehicle being replaced supported last calendar year?	0

More Details for Vehicle acquisition.

Narrative

Project Description

In the pre-dawn hours of 21 January 2017, an EF-4 tornado struck the city of Hattiesburg. Fire Station 2 was destroyed with the apparatus and crew still inside. The crew was unharmed and set out on foot to aid their devastated neighborhood. Nearby, four citizens lay dead and dozens more injured. Over 500 homes were heavily damaged or lost. The campus of William Carey University (WCU) suffered a direct hit, with every building on campus damaged or destroyed. Three years later, the grossly under-insured ruins of Station 2 sit empty as Engine 2 responds from a Parks & Recreation maintenance shop a few blocks away. Built by firefighters in 1972, the station was valued at only a little over \$200,000. Plans exist to rebuild, but the city lost many facilities and funding is tight. With poverty levels in the Station 2 territory approaching 50%, the residential areas crippled by the storm were some of the poorest in our city. Although private, corporate, and government relief efforts have been a tremendous aid, local government has borne a heavy burden of infrastructure repairs and other expenses. WCU, on the other hand, thrives as it builds back bigger and better. Since the tornado, the university has been redesigned and renovated, with many new buildings finished and more underway. Student enrollment on the small urban campus has surged to record numbers of nearly 5,000. The new buildings are dramatically larger than their predecessors. As a result, the Mississippi State Rating Bureau (MSRB) has called for the city to purchase an aerial apparatus to protect the facility. The MSRB is not an ISO organization, but it does closely follow the ISO standard. WCU now has 10 buildings with eaves 35'-55' high; well out-of-reach of our 24' ground ladders and well in excess of the ISO threshold for an aerial. Also, most of those buildings are student dormitories with their daunting rescue challenges. Off-campus, Station 2 is also first-due to hundreds of low-income housing units in multi-story complexes, a large nursing home, a three-story facility housing low-income persons with disabilities, Pearl River Community College, three elementary and middle schools, and several buildings and houses on the National Register of Historic Places. The Hattiesburg Fire Department is asking for \$950,000 for the purchase of a single-axle quint with a 100' aerial ladder to serve Station 2's territory. The city's 10% matching funds would complete funding for the \$1.04 million-dollar apparatus. HFD has a 1999 Pierce aerial in its reserve fleet, but it is in very poor condition and has proven unreliable. We have considered refurbishing that unit and placing it at Station 2, but that would be a stopgap measure that would diminish our already meager reserve fleet of only three aged apparatus.

Cost/Benefit

Although funding has been tight, Hattiesburg's new mayor and his administration have demonstrated a firm commitment to public safety as he works to improve our fire rating. HFD has reached full staffing for the first time in at least 20 years and authorized manpower has even increased to ensure three personnel on every apparatus. The fire department as well as the city has implemented many new reforms and processes to become more efficient and save money. However, the mayor's administration did not recognize the need for a new aerial apparatus. The 1999 Pierce aerial to be replaced has had a long history of repair and reliability problems. In 2013, the Maintenance Division drafted a letter to the administration calling for its retirement, citing extensive downtime from frequent repairs and the impending need for the overhaul of major components. The city purchased a new aerial in 2015, but pressed the 1999 apparatus into reserve duty. Few of those major repairs have been completed and the old Pierce experiences a mechanical failure nearly every time it is used.

Statement of Effect

In addition to WCU, the aerial would serve an industrial park in an adjacent engine company territory. That area includes nine buildings of over 150,000 square feet, with two at 400,000 and one at 675,000 square feet. Lying at the relatively remote southern edge of the city, the industrial park is currently over 15 minutes away from the nearest elevated master stream. Finally, the increased manpower and equipment that would accompany a new ladder company would be most welcome. Dispatched to 140 fire calls among its 982 total runs in 2019, Station 2 is by far the busiest single-apparatus station in our city and responds to the greatest number of residential structure fires. It's three-person crew could use the help!

Grant request summary

The table below summarizes the number of items and total cost within each activity you have requested funding for. This table will update as you change the items within your grant request details.

Grant request summary

Activity	Number of items	Total cost
Vehicle acquisition	1	\$1,045,000.00
Total	1	\$1,045,000.00

Is your proposed project limited to one or more of the [following activities](#) : Planning and development of policies or processes. Management, administrative, or personnel actions. Classroom-based training. Acquisition of mobile and portable equipment (not involving installation) on or in a building.

Yes

Budget summary

Budget summary

Object class categories	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$1,045,000.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Total direct charges	\$1,045,000.00
Indirect charges	\$0.00
TOTAL	\$1,045,000.00
Non-federal resources	
Applicant	\$95,000.00
State	\$0.00
Other sources	\$0.00
Remarks	

Total Federal and Non-federal resources

Federal resources	-
Non-federal resources	-
TOTAL	\$1,045,000.00
Program income	\$0.00

Contact information

Did any individual or organization assist with the development, preparation, or review of the application to include drafting or writing the narrative and budget, whether that person, entity, or agent is compensated or not and whether the assistance took place prior to submitting the application?

Secondary point of contact

Please provide a secondary point of contact for this grant.

The Authorized Organization Representative (AOR) who submits the application will be identified as the primary point of contact for the grant. Please provide one secondary point of contact for this grant below. The secondary contact can be members of the fire department or organizations applying for the grant that will see the grant through completion, are familiar with the grant application, and have the authority to make decisions on and to act upon this grant application. The secondary point of contact can also be an individual who assisted with the development, preparation, or review of the application.

MR Barry Collins
Battalion Chief

bcollins@hattiesburgms.com

Primary phone
6016410371
Mobile

Fax

Additional phones
6015823311
Work

Assurance and certifications

OMB number: 4040-0007, Expiration date: 02/28/2022 [View burden statement](#)

SF-424B: Assurances - Non-Construction Programs

OMB Number: 4040-0007

Expiration Date: 02/28/2022

Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Certifications regarding lobbying

OMB Number: 4040-0013

Expiration Date: 02/28/2022

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any

Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

- If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OMB number: 4040-0013, Expiration date: 02/28/2022 [View burden statement](#)

SF-LLL: Disclosure of Lobbying Activities

OMB Number: 4040-0013

Expiration Date: 02/28/2022

Complete only if the applicant is required to do so by 44 C.F.R. part 18. Generally disclosure is required when applying for a grant of more than \$100,000 and 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. Further, the recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event described in 44 C.F.R. § 18.110(c) that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the applicant.

The applicant is not currently required to submit the SF-LLL.

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the

Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Notice of funding opportunity

I certify that the applicant organization has consulted the appropriate Notice of Funding Opportunity and that all requested activities are programmatically allowable, technically feasible, and can be completed within the award's Period of Performance (POP).

Accuracy of application

I certify that I represent the organization applying for this grant and have reviewed and confirmed the accuracy of all application information submitted. Regardless of intent, the submission of information that is false or misleading may result in actions by FEMA that include, but are not limited to: the submitted application not being considered for award, enforcement actions taken against an existing award pending investigation or review, or referral to the DHS Office of Inspector General.

Authorized Organizational Representative for the grant

By signing this application, I certify that I understand that inputting my password below signifies that I am the identified Authorized Organization Representative for this grant. Further, I understand that this electronic signature shall bind the organization as if the application were physically signed and filed.

Authorization to submit application on behalf of applicant organization

By signing this application, I certify that I am either an employee or official of the applicant organization and am authorized to submit this application on behalf of my organization; or, if I am not an employee or official of the applicant organization, I certify that the applicant organization is aware I am submitting this application on its behalf, that I have written authorization from the applicant organization to submit this application on their behalf, and that I have provided contact information for an employee or official of the applicant organization in addition to my contact information.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Anthony Parker

cc:

Date: Tuesday, April 7, 2020

Re: Ratification of a submitted grant application to the U.S. Department of Justice (DOJ), Office of Community Oriented Policing Services (COPS) Hiring Program to fund the hiring of four (4) additional police officers, for a total estimated three-year project cost of \$653,349 (\$488,499 federal share and \$164,850 local share).
File Number: 2020-222
Minute Book #

Summary

FY 2020 COPS Hiring Program

Recommendation Statement

I recommend ratification of a submitted grant application to the U.S. Department of Justice (DOJ), Office of Community Oriented Policing Services (COPS) Hiring Program to fund the hiring of four (4) additional police officers, for a total estimated three-year project cost of \$653,349 (\$488,499 federal share and \$164,850 local share).

Please place this on the April 7, 2020 City Council meeting for consideration.

This Workspace form is one of the forms you need to complete prior to submitting your Application Package. This form can be completed in its entirety offline using Adobe Reader. You can save your form by clicking the "Save" button and see any errors by clicking the "Check For Errors" button. In-progress and completed forms can be uploaded at any time to Grants.gov using the Workspace feature.

When you open a form, required fields are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message. Additional instructions and FAQs about the Application Package can be found in the Grants.gov Applicants tab.

OPPORTUNITY & PACKAGE DETAILS:

Opportunity Number:	COPS-CHP-APPLICATION-2020
Opportunity Title:	COPS-CHP-APPLICATION-2020
Opportunity Package ID:	PKG00258214
CFDA Number:	16.710
CFDA Description:	Public Safety Partnership and Community Policing Grants
Competition ID:	
Competition Title:	
Opening Date:	01/09/2020
Closing Date:	03/11/2020
Agency:	Community Oriented Policing Services
Contact Information:	COPS Office Response Center Phone: 800.421.6770

APPLICANT & WORKSPACE DETAILS:

Workspace ID:	WS00421894
Application Filing Name:	HPD 2020 COPS Hiring Program
DUNS:	0794481300000
Organization:	HATTIESBURG, CITY OF
Form Name:	Application for Federal Assistance (SF-424)
Form Version:	2.1
Requirement:	Mandatory
Download Date/Time:	Mar 11, 2020 09:34:45 AM EDT
Form State:	No Errors

FORM ACTIONS:

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

Completed by Grants.gov upon submission.

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

MS

8. APPLICANT INFORMATION:

* a. Legal Name:

City of Hattiesburg

* b. Employer/Taxpayer Identification Number (EIN/TIN):

646000432

* c. Organizational DUNS:

0794481300000

d. Address:

* Street1:

200 Forrest Street

Street2:

P.O. Box 1898

* City:

Hattiesburg

County/Parish:

Forrest, Lamar

* State:

MS: Mississippi

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

39403-1898

e. Organizational Unit:

Department Name:

Hattiesburg Police Department

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mrs.

* First Name:

Jennifer

Middle Name:

* Last Name:

Shows

Suffix:

Title:

Grant Coordinator

Organizational Affiliation:

* Telephone Number:

601-545-4544

Fax Number:

* Email:

jshows@hattiesburgms.com

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Community Oriented Policing Services

11. Catalog of Federal Domestic Assistance Number:

16.710

CFDA Title:

Public Safety Partnership and Community Policing Grants

* 12. Funding Opportunity Number:

COPS-CHP-APPLICATION-2020

* Title:

COPS-CHP-APPLICATION-2020

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

SF424 Attachment #14.pdf

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Hattiesburg Police Department 2020 COPS Hiring Program

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant MS-004

* b. Program/Project MS-004

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2020

* b. End Date: 09/30/2023

18. Estimated Funding (\$):

* a. Federal	488,499.00
* b. Applicant	164,850.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	653,349.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. * First Name: Toby

Middle Name:

* Last Name: Barker

Suffix:

* Title: Mayor

* Telephone Number: 601-545-4601 Fax Number:

* Email: mayor@hattiesburgms.com

* Signature of Authorized Representative: Completed by Grants.gov upon submission. * Date Signed: Completed by Grants.gov upon submission.

COPS Application Attachment to SF-424

Section 1: COPS PROGRAM REQUEST

Federal assistance is being requested under the following COPS program:

*Select the COPS grant program for which you are requesting federal assistance. **A separate application must be completed for each COPS program for which you are applying.** Please ensure that you read, understand, and agree to comply with the applicable grant terms and conditions as outlined in the COPS Application Guide before finalizing your selection.*

ONLY ONE PROGRAM OPTION MAY BE CHECKED

- | | |
|--|--|
| ☒ COPS Hiring Program | ☐ Law Enforcement Mental Health and Wellness Act |
| ☐ Community Policing Development | ☐ Preparing for Active Shooter Situations |
| ☐ COPS School Violence Prevention Program | ☐ Tribal Grant Resources Program-Technical Assistance |
| ☐ Anti-Heroin Task Force | ☐ Community Policing Development Microgrants |
| ☐ COPS Anti-Methamphetamine Program | |

Applicant ORI Number:

MS01801

Re-enter Applicant ORI Number:

MS01801

The ORI number is assigned by the FBI and is your agency's unique identifier. The COPS Office uses the first seven characters of this number. The first two letters are your state abbreviation, the next three numbers are your county's code, and the next two numbers identify your jurisdiction within your county. If you do not currently have an ORI number, the COPS Office will assign one to your agency for the purpose of tracking your grant. ORI numbers assigned to agencies by the COPS Office may end in "ZZ."



COPS Office Award Application

MS01801

Hattiesburg, City of



COPS
Community Oriented Policing Services
U.S. Department of Justice

SECTION 1: COPS OFFICE AWARD PROGRAM REQUEST

Federal assistance is being requested under the following COPS Office program:

Verify the COPS Office award program for which you are requesting federal assistance. A separate application must be completed for each COPS Office program for which you are applying. Please ensure that you read, understand, and agree to comply with the applicable award terms and conditions as outlined in the COPS Office Application Guide before finalizing your selection.

The program you have selected is: COPS Hiring Program

SECTION 2: AGENCY ELIGIBILITY INFORMATION

A. Type of Agency (select one)

- ☒ Law Enforcement
- ☐ Non-Law Enforcement

From the list below, please select the type of agency which best describes the applicant.

Law Enforcement Entities

Municipal Government

Please indicate if your jurisdiction is primarily considered rural, urban or suburban.

Urban

2A. CHP Eligibility Questions

In this section, we will ask you several questions about your law enforcement agency operations and authority to determine your eligibility to apply for a COPS Hiring Program (CHP) award. Please note that CHP applicants must have a police department that is operational as of January 09, 2020, or receive services through a new or existing contract for law enforcement services. Applicants must also maintain primary law enforcement authority for the population to be served.

In addition, if funds under this program are to be used as part of a written contracting arrangement for law enforcement services (e.g., a town which contracts with a neighboring sheriff's department to receive services), the government agency wishing to receive law enforcement services must be the legal applicant in this application (although we will ask you to supply some information about the contract service provider later).

Part I. Law Enforcement Agency Operations

A law enforcement agency is established and operational if the jurisdiction has passed authorizing legislation and it has a current operating budget.

Q1) Is your agency established and currently operational?

Yes

Part II. Contracting to Receive Law Enforcement Services

Q1) If awarded, does your agency plan to use funds awarded under this award to establish or supplement a written contract for law enforcement services (e.g., a town contracting for services with a nearby sheriff's department)?

No

Part III. Law Enforcement Agency Authority

An agency with primary law enforcement authority is defined as the first responder to calls for service for all types of criminal incidents within its jurisdiction. Agencies are not considered to have primary law enforcement authority if they only: respond to or investigate specific type(s) of crime(s), respond to or investigate crimes within a correctional institution, serve warrants, provide courthouse security, transport prisoners, have cases referred to them for investigation or investigational support or only some combination of these.

Q1) Based on the definition above, does your agency have primary law enforcement authority? [Or, if contracting to receive services, does the agency that will be providing law enforcement services have primary law enforcement authority for the population to be served?]

Yes

SECTION 3: GENERAL AGENCY INFORMATION

A. Applicant ORI Number MS01801

The ORI number is assigned by the FBI and is your agency's unique identifier. The COPS Office uses the first seven characters of this number. The first two letters are your state abbreviation, the next three numbers are your county's code, and the next two numbers identify your jurisdiction within your county. If you do not currently have an ORI number, the COPS Office will assign one to your agency for the purpose of tracking your award. ORI numbers assigned to agencies by the COPS Office may end in "ZZ."

B. Applicant Data Universal Numbering System (DUNS) Number: 0794481300000

A Data Universal Numbering System (DUNS) number is required prior to submitting this application. A DUNS number is a unique nine or thirteen digit sequence recognized as the universal standard for identifying and keeping track of entities receiving federal funds. For more information about how to obtain a DUNS number, please refer to the "How to Apply" section of the COPS Office Application Guide.

Applicant Data Universal Numbering System (DUNS) Name:

City of Hattiesburg

If your registered name in DUNS is different from your COPS legal name, please enter the registered name. For more information about how to obtain a DUNS name, please refer to <https://www.dnb.com/duns-number/lookup.html>.

C. System for Award Management (SAM)

The System for Award Management (SAM) replaces the Central Contractor Registration (CCR) database as the repository for standard information about federal financial assistance applicants, recipients, and sub recipients. The U.S. Department of Justice requires that all applicants (other than individuals) for federal financial assistance maintain current registrations in the SAM database. Please note that applicants must update or renew their SAM registration at least once a year to maintain active status.

Applicants that were previously registered in the CCR database must, at a minimum:

Create a SAM account

Log into SAM and migrate permissions to the SAM account (all the entity registrations and records should already have been migrated).

Applicants that were not previously registered in the CCR database must register in SAM prior to registering in Grants.gov. Information about SAM Registration procedures can be accessed at <https://www.sam.gov>.

For more information about how to register with SAM, please refer to the "How to Apply" section of the COPS Office Application Guide.

Your SAM Registration is set to expire on: 02/26/2021

Please enter date in MM/DD/YYYY format.

Note: If your SAM registration is set to expire prior to September 30, 2020, please renew your SAM Registration prior to completing this application. Contact the SAM Service Desk at 866-606-8220 or view/update your registration information at <https://www.sam.gov>

E. Cognizant Federal Agency: Department of Transportation

Select the legal applicant's Cognizant Federal Agency. A Cognizant Federal Agency, generally, is the federal agency from which your jurisdiction receives the most federal funding. Your Cognizant Federal Agency also may have been previously designated by the Office of Management and Budget. Applicants that have never received federal funding should select "Department of Justice" as the Cognizant Federal Agency.

Please enter date in MM/DD/YYYY format.

a. Indicate your U.S. Attorney's Office District by selecting your state and then selecting U.S. Attorney's Office District in b.

Mississippi

b. Indicate your U.S. Attorney's Office District by selecting from the drop-down.

Mississippi, Southern ▾

1. Enter the Fiscal Year Budgeted Sworn Force Strength for the current fiscal year below. The budgeted number of sworn officer positions is the number of sworn positions funded in your agency's budget, including funded but frozen positions, as well as state, Bureau of Indian Affairs, or locally funded vacancies. Do not include unfunded vacancies or unpaid/reserve officers.

a. Number of officers funded in agency's current fiscal year budget:

Full-Time: 120

Part-Time:

1. Enter the number of civilian positions funded in agency's current fiscal year budget:

a. Number of civilian positions funded in agency's current fiscal year budget:

Full-Time:	56
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Part-Time: 19

Applicants are required to disclose whether they have pending applications for federally funded assistance or active federal awards that support the same or similar activities or services for which funding is being requested under this application.

Be advised that as a general rule COPS Office funding may not be used for the same item or service funded through another funding source. However, leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate. To aid the COPS Office in the prevention of awarding potentially duplicative funding, please indicate whether your agency has a pending application and/or an active award with any other federal funding source (e.g. direct federal funding or indirect federal funding through State sub-awarded federal funds) which supports the same or similar activities or services as being proposed in this COPS Office application. (complete the tables below):

[illegible]

C. Application Contact Information:

Application Contact: Enter the application contact's name and contact information.

Title:

First Name: MI: Last Name: Suffix:

Agency Name:

Street1:

Street2:

City: State: Zip / Postal Code:

Telephone Number: Fax: Email:

SECTION 5A: COPS HIRING PROGRAM OFFICER REQUEST

Part I

Enter the Fiscal Year Actual Sworn Force Strength as of the date of this application. *The actual number of sworn officer positions is the actual number of sworn positions employed by your agency as of the date of this application. Do not include funded but currently vacant positions or unpaid positions.*

Number of officers employed by your agency as of the date of this application:

Full-Time:

Part-Time:

What is the actual population your department serves as the primary law enforcement entity?

This may or may not be the same as your census population. For example, a service population may be the census population minus incorporated towns and cities that have their own police department within your geographic boundaries or estimates of ridership (e.g., transit police) or visitors (e.g., park police). An agency with primary law enforcement authority is defined as having first responder responsibility to calls for service for all types of criminal incidents within its jurisdiction.

For FY 2020 COPS Hiring Program (CHP) applicants are eligible to apply for the number of officer positions necessary to support their proposed community policing strategy. Please keep in mind that there is a minimum 25 percent local cash match and a 12-month retention requirement for each officer position funded. The COPS Office will fund as many positions as possible for successful applicants; however, the number of officer positions requested by an agency may be reduced based on the availability of funding and other programmatic considerations.

FY 2020 CHP award funds cover 75 percent of the approved entry-level salary and fringe benefits of each newly-hired and/or rehired, full-time sworn career law enforcement officer for three years (36 months) up to \$125,000 per officer position. CHP award funding will be based on your agency's current entry-level salaries and fringe benefits for full-time sworn officers.

If your agency requests officers to be deployed as school resource officers (SRO), ALL OF THE OFFICER POSITIONS REQUESTED BELOW MUST BE USED TO DEPLOY FULL-TIME school resource officers. Do not request more officer positions than your agency can expect to deploy in this capacity. A "school resource officer" is a career law enforcement officer, with sworn authority, who is engaged in community policing activities and is assigned by the employing agency to work in collaboration with schools. If awarded an award for SRO position(s), please note that the COPS Office requires that the officer(s) deployed into the SRO position(s) spend a minimum of 75 percent of their time in and around primary and secondary schools working on school and youth-related activities. The placement of law enforcement officers in school carries a risk of contributing to a "school-to-prison pipeline" process where students are arrested or cited for minor, non-violent behavioral violations and then diverted to the juvenile court system. This pipeline wastes community resources and can lead to academic failure and greater recidivism rates for these students. If awarded, the recipient will agree that any officers deployed while implementing School-based Policing under the COPS Hiring Program award may not be involved in the administrative discipline of the students.

There must be an increase in the level of community policing activities performed in and around primary or secondary schools in the agency's jurisdiction as a result of the award. The time commitment of the funded officers must be above and beyond the amount of time that the agency devoted to the schools before receiving the award. Recipients using CHP funding to hire or deploy school resource officers into schools must submit to the COPS Office a signed memorandum of understanding (MOU) between the law enforcement agency and the school partner(s) before obligating or drawing down funds under this award. An MOU is not required at time of application; however, if the law enforcement agency already has an MOU in place that is applicable to the partnership, the MOU can be submitted as an attachment in Section 13 of the award application. The MOU must contain the following; the purpose of the MOU, clearly defined roles and responsibilities of the school district and the law enforcement agency focusing officers' roles on safety, information sharing, supervision responsibility, and chain of command for the SRO and signatures. If awarded, a recipient must submit an MOU to the COPS Office within 90 days from the date shown on the award congratulatory letter. Implementation of the COPS Hiring Program award without submission and acceptance of the required MOU may result in expenditures not being reimbursed by the COPS Office and/or award de-obligation.

In addition, in Section 6B, you must select "School Based Policing through School Resource Officers" under "School Based Policing" as your focus area.

Is your agency requesting that all of these officer positions be deployed as school resource officers (SROs)?

How many officers are you requesting?

In FY 2020, agencies may request the number of officer positions necessary to support their proposed community policing strategy. Please keep in mind, there is a minimum 25 percent local cash match and a 12 month retention period for each officer position funded. The COPS Office will fund as many positions as possible for successful applicants; however, the number of officer positions requested by an agency may be reduced based on the availability of funding and other programmatic considerations. How many entry-level, full-time officer positions is your agency requesting in this application?

IMPORTANT: If you later return to this section of the application and change the above number of officers you are requesting, you must then go to Section 14A, Part 1 to allow the application to recalculate your budget figures. You will also need to adjust your projection of your Federal/Local share costs in the chart located in Section 14A, Part 3. Failure to do this will cause a conflict in your budget submission. Next, your agency must allocate the number of positions requested under each of the three hiring categories described below based on your agency's current needs at the time of this application. Please be mindful of the initial three-year award period, and your agency's ability to fill and retain the officer positions awarded, while following your agency's established hiring policies and procedures. CHP awards will be made for officer positions requested in each of the three hiring categories, and recipients are required to use awarded funds for the specific categories awarded.

It is imperative that your agency understand that the COPS Office statutory nonsupplanting requirement mandates that award funds may only be used to supplement (increase) a recipient's law enforcement budget for sworn officer positions and may not supplant (replace) state, local, or tribal funds that a recipient otherwise would have spent on officer positions if it had not received an award. This means that if your agency plans to

(a) hire new officer positions (including filling existing vacancies that are no longer funded in your agency's budget): It must hire these new additional positions on or after the official award start date, above its current budgeted (funded) level of sworn officer positions, and otherwise comply with the nonsupplanting requirement as described in detail in the award owner's manual.

(b) rehire officers who have been laid off by any jurisdiction as a result of state, local, or tribal budget reductions: It must rehire the officers on or after the official award start date, maintain documentation showing the date(s) that the positions were laid off and rehired, and otherwise comply with the nonsupplanting requirement as described in detail in the award owner's manual.

(c) Rehire officers who are (at the time of application) currently scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or tribal budget reductions: It must continue to fund the officers with its own funds from the award start date until the date of the scheduled lay-off (for example, if the CHP award start date is September 1 and the lay-offs are scheduled for November 1, then the CHP funds may not be used to fund the officers until November 1, the date of the scheduled lay-off); identify the number and date(s) of the scheduled lay-off(s) in this application (see below); maintain documentation showing the date(s) and reason(s) for the lay-off; and otherwise comply with the nonsupplanting requirement as described in detail in the award owner's manual. [Please note that as long as your agency can document the date that the lay-off(s) would occur if CHP funds were not available, it may transfer the officers to the CHP funding on or immediately after the date of the lay-off without formally completing the administrative steps associated with a lay-off for each individual officer.]

Documentation that may be used to prove that scheduled lay-offs are occurring for local economic reasons that are unrelated to the availability of CHP award funds may include (but are not limited to) council or departmental meeting minutes, memoranda, notices, or orders discussing the lay-offs; notices provided to the individual officers regarding the date(s) of the lay-offs; or budget documents ordering departmental or jurisdiction-wide budget reductions. These records must be maintained with your agency's CHP award records during the award period and for three years following the date of the submission of the final expenditure report in the event of an audit, monitoring, or other evaluation of your award compliance.

If your agency's request is funded, your agency will have the opportunity after the award announcement to request an award modification to move awarded funding into the category or categories that meet your agency's law enforcement needs at that time (including updating the dates of future scheduled lay-offs).

If you need additional information regarding requesting a modification, please contact the COPS Office Response Center at 1-800-421-6770.

Category A: New, additional officer positions (including filling existing vacancies no longer funded in your agency's budget).

Category A Request:

4

Category B: Rehire officers laid off (from any jurisdiction) as a result of state or local budget reductions.

Category B Request:

0

Category C: Rehire officers scheduled to be laid off (at the time of the application) on a specific future date as a result of state or local budget reductions.

We also need some information about when the layoff of officers in this category is scheduled to occur. In the space below, please indicate when the officer(s) specified in this category are scheduled to be laid off.

To enter your information, click "Add a New Officer Layoff". To save your submission, click "Save" before moving to the next section.

Number of Officers	Date these officers are scheduled to be laid off	Action
--------------------	--	--------

[Add a New Officer Layoff](#)

Total Category C Request: 0

Part 3

1. Under the 2020 COPS Hiring Program, applicants are not required to hire military veterans as new hires. However, the COPS Office supports the Attorney General's commitment to hiring military veterans whenever possible. Please note that if your agency checks "yes" to the question below, your agency will be required to maintain documentation that it made every effort possible (consistent with your internal procedures and policies) to hire at least one military veteran.

Does your agency commit to hire and/or rehire at least one military veteran (as defined in the Application Guide) for the officer position(s) you have requested?

- ☒ Yes
☐ No

If yes, how many officer position(s) from your total 2020 CHP request does your agency anticipate filling with military veterans?

1

Part 4

The following questions will help Congress and the U.S. Department of Justice identify potential gaps in training.

1. On average how many hours of IN-SERVICE (non recruit) training (e.g. FTO, continuing professional education, roll call, standard) are required annually for each of your agency's officers/deputies in the following categories (if none, please indicate 0 hours)?

Use of force (hours) 24

De-escalation of conflict (hours) 8

Racial and ethnic bias that includes elements of implicit/unconscious bias (hours) 16

Gender bias in response to domestic violence and sexual assault (hours) 16

Bias towards lesbian, gay, bisexual, and transgender (LGBT) individuals (hours) 2

Community engagement (e.g., community policing and problem solving)(hours)

2. Does your agency administer a police training academy?

3. How many total hours of basic/recruit ACADEMY training are required for each of your agency's officer/deputy recruits in the following categories (if none, please indicate 0 hours)?

Use of force (hours)

De-escalation of conflict (hours)

Racial and ethnic bias that includes elements of implicit/unconscious bias (hours)

Gender bias in response to domestic violence and sexual assault (hours)

Bias towards lesbian, gay, bisexual, and transgender (LGBT) individuals (hours)

Community engagement (e.g., community policing and problem solving) (hours)

SECTION 6B: LAW ENFORCEMENT & COMMUNITY POLICING STRATEGY

Community Policing Strategy

COPS Office funding must be used to reorient the mission and activities of law enforcement agencies through initiating community policing or enhancing their involvement in community policing with the officers hired under this award program or an equal number of veteran officers who have been redeployed to implement this plan after hiring the entry-level COPS Office-funded officers. If awarded funds, your responses to sections II(a) and II(b) that follow will constitute your agency's community policing strategy under this award. Your organization may be audited or monitored to ensure that it is initiating or enhancing community policing in accordance with this strategy. The COPS Office may also use this information to understand the needs of the field, and potentially provide for training, technical assistance, problem solving and community policing implementation tools. Please note that the COPS Office recognizes that your COPS Office-funded officer(s) (or an equal number of veteran officers who are redeployed after hiring the entry-level COPS Office-funded officers) will engage in a variety of community policing activities and strategies, including participating in some or all aspects of your identified community policing strategy. Your community-policing strategy may be influenced and impacted by others within and outside of your organization; this is considered beneficial to your community policing efforts.

At any time during your award period, you should be prepared to demonstrate (1) the community policing activities engaged in prior to the award that are detailed in section I of this application and (2) how the award funds and award-funded officers (or an equal number of redeployed veteran officers) were specifically used to enhance (increase) or initiate community policing activities according to your community policing strategy contained in sections II (a) and II (b) of this application.

Finally, we also understand that your community policing needs may change during the life of your award. Minor changes to this strategy may be made without prior approval of the COPS Office; however, recipients will be required to report on progress and changes to the community policing strategy (if any) through required progress reports. If your agency's community policing strategy changes significantly, you must submit those changes to the COPS Office for approval. Changes are significant if they deviate from the specific crime problems(s) originally identified and approved in the community policing strategy submitted with the application. In some cases, changes to the approved community policing approaches may also be deemed significant and may require approval of a modified community policing strategy by the COPS Office, depending on the scope and nature of those changes as identified in the quarterly progress reports.

The following is the COPS Office definition of community policing that emphasizes the primary components of community partnerships, organizational transformation, and problem solving. Please refer to the COPS Office web site (<https://cops.usdoj.gov>) for further information regarding this definition.

Community policing is a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem solving techniques to proactively address the immediate conditions that give rise to public safety issues, such as violent crime, non-violent crime, and fear of crime.

The COPS Office has completed the development of a comprehensive community policing self-assessment tool for use by law enforcement agencies. Based on this work, we have developed the following list of primary sub-elements of community policing. Please refer to the COPS Office web site (<https://cops.usdoj.gov>) for further information regarding these sub-elements.

Community Partnerships:

Collaborative partnerships between the law enforcement agency and the individuals and organizations they serve to both develop solutions to problems and increase trust in police.

Other Government Agencies

Community Members/Groups

Non-Profits/Service Providers

Private Businesses

Media

Organizational Transformation:

The alignment of organizational management, structure, personnel and information systems to support community partnerships and proactive problem-solving efforts.

Agency Management

Climate and culture

Leadership

Labor relations

Decision-making

Strategic planning

Policies

Organizational evaluations

Transparency

Organizational Structure

Geographic assignment of officers

Despecialization

Resources and finances

Personnel

Recruitment, hiring and selection

Personnel supervision/evaluations

Training

Information Systems (Technology)

Communication/access to data

Quality and accuracy of data

Problem Solving:

The process of engaging in the proactive and systematic examination of identified problems to develop effective responses that are rigorously evaluated.

Scanning: Identifying and prioritizing problems

Analysis: Analyzing problems

Response: Responding to problems

Assessment: Assessing problem-solving initiatives

Using the Crime Triangle to focus on immediate conditions (Victim/Offender/Location)

I. Current Organizational Commitment to Community Policing

1) For each of the following statements, please answer in terms of existing agency policies and practices as they relate to collaborative partnerships and problem solving activities. Please check all that apply.

ACTIVITY	Community Partnerships	Problem Solving
Q1a. The agency mission statement, vision, or goals includes references to:	☒	☒
Q1b. The agency strategic plan includes specific goals or objectives relating to:	☐	☒
Q1c. The agency recruitment, selection and hiring processes include elements relating to:	☒	☐
Q1d. Annual line officers evaluations assess performance in:	☐	☒
Q1e. Line officers receive regular (at least once every two years) training in:	☒	☒

2) Which of the following internal management practices does your agency currently employ? Please check all that apply.

- ☒ Assignment of officers to specific neighborhoods or areas for longer periods of time to enhance customer service and facilitate more contact between police and citizens
- ☒ Assignment of officers to geographic hot spots that are defined statistically by creating incident maps to identify geographic clustering of crime and disorder
- ☒ In-service training for officers on basic and advanced community policing principles
- ☒ Early Intervention Systems that help identify officers who may be showing signs of stress, personal problem, and questionable work conduct
- ☐ None of the above

3) Which of the following do you count/measure to annually assess your agency's overall performance? Please check all that apply.

- ☒ Response times
- ☒ Reported crimes
- ☒ Reported incidents
- ☒ Arrests and citations
- ☒ Problem solving outcomes
- ☐ Department employee satisfaction
- ☒ Clearance rates
- ☒ Complaints of officer behavior
- ☒ Reduction of crime in identified hot spots
- ☒ Repeat calls for service
- ☐ Social disorder/nuisance problems (e.g., graffiti, panhandling, loitering)
- ☒ Satisfaction with police services
- ☐ Fear of crime
- ☐ Victimization (i.e., non-reported crime)
- ☒ Community meetings held/attended
- ☒ Use of force incidents
- ☒ Meeting the priorities as identified in your agency strategic plan
- ☐ My agency does not conduct annual assessments of overall performance

4) Through which of the following does your agency routinely share information with community members? Please check all that apply.

- ☒ Neighborhood, beat, and/or school meetings

- ☒ Local media outlets
- ☐ Agency newsletter
- ☐ Neighborhood newsletters
- ☒ Agency website
- ☒ Social networking (Blogs, Twitter feeds, Facebook pages, etc.)
- ☐ Citizen alert system (telephone, email, text, etc.)
- ☐ Citizen alert system that is geographically targeted, based on updated hot spots
- ☐ Public access television/radio
- ☐ Community organization board membership
- ☒ Public forums with chief/sheriff/command staff
- ☐ Posters, billboards, flyers
- ☐ None of the above

5) Through which of the following ways does your agency formally involve community members in influencing agency practices and operations? Please check all that apply.

- ☒ Citizen police academies
- ☐ Volunteer activities
- ☒ Auxiliary police programs
- ☒ Civilian review boards (i.e. disciplinary review boards)
- ☒ Citizen advisory groups (i.e. informal advisory function)
- ☐ Involvement in hiring decisions (interview panels, selection boards, etc.)
- ☐ Involvement in contributing to annual line officer performance reviews
- ☐ Representation on promotional boards
- ☐ Participation in accountability and performance reporting and tracking meetings
- ☐ Participation in complaint resolution process (formal mediation, disciplinary boards, etc.)
- ☐ None of the above

II(a) Proposed Community Policing Strategy: Problem Solving and Partnerships

COPS Office awards must be used to initiate or enhance community policing activities with either the newly hired officers funded by this award program or an equivalent number of veteran officers who are redeployed to implement this community policing strategy after hiring the additional entry-level officers with COPS Office award funds. In this section you will be asked to identify the crime and disorder problem/focus area and the partners to be engaged through your requested COPS Office funding. Identifying the specific problem/focus area and partnerships that your agency plans to focus on is important to ensure that you satisfy the requirements for COPS Office funding under this program and to ensure that ultimately the additional award-funded officers (or equivalent number of redeployed veteran officers) will initiate or enhance your agency's capacity to implement community policing strategies and approaches.

6) Using the following list, select a problem/focus area that will be addressed by the officers requested in this application. Please choose the option that best fits your problem. **You may select one problem/focus area** to address through this award funding.

When identifying a problem, it is important to think about the nature of similar incidents that taken together comprise the problem and accordingly **describe it in precise, specific terms** (e.g. "burglary of retail establishments", rather than just "burglary"). In doing this, it can be helpful to consider all aspects of the problem, including the likely offenders, the suitable targets/victims, and how these come together in time and space.

School Based Policing

- ☐ Child Sexual Predators and Internet Safety
- ☐ Children Exposed to Violence
- ☐ Youth Crime and Delinquency

School Based Policing

School Based Policing through School Resource Officers

By selecting this focus area, your agency is committing that if awarded, all officer positions requested in this application (or an equivalent number of redeployed veteran officers) will be used to deploy school resource officers and address problems in and around primary and secondary schools.

Please specify the areas the school resource officer(s) would address (check all that apply):

- ☐ Address crime problems, gangs, and drug activities affecting or occurring in or around an elementary or secondary school;
- ☐ Develop or expand crime prevention efforts for students;
- ☐ Educate youth in crime prevention and safety;
- ☐ Develop or expand community justice initiatives for students;
- ☐ Train students in conflict resolution, restorative justice, and crime awareness;
- ☐ Assist in the identification of physical changes in the environment that may reduce crime in or around the school;
- ☐ Assist in developing school policy that addresses crime and to recommend procedural changes to enhance school safety.
- ☐ Other Area

(Please Specify Other Area)

- ☐ Other School Based Policing (please specify)

Opioid Education, Prevention, and Intervention

- ☐ Education, Prevention, and Intervention

Homeland & Border Security Problems

- ☐ Partnering with Federal Law Enforcement to Combat Illegal Immigration (e.g., information sharing, 287(g) partnerships, taskforces, and honoring detainees)
- ☐ Protecting Critical Infrastructure Problems
- ☐ Information or Intelligence Problems
- ☐ Other Homeland Security Problem (please specify)

Non-Violent Crime Problems and Quality-of-Life Policing

- ☐ Burglary
- ☐ Fraud
- ☐ Larceny/Theft (Non-Motor Vehicle)
- ☐ Motor Vehicle Theft/Theft from Motor Vehicle
- ☐ Vandalism
- ☐ Social Disorder
- ☐ Quality of Life Problem
- ☐ Prostitution
- ☐ Misdemeanor Crimes
- ☐ Disorderly Activity
- ☐ Traffic and Pedestrian Safety
- ☐ Other Non-Violent Crime Problem (please specify)

Building Trust and Respect

- ☐ Building Trust and Respect

Violent Crime Problems

- ☐ Assault
- ☐ Homicide
- ☐ Rape
- ☐ Robbery
- ☐ Domestic Violence
- ☐ Human Trafficking
- ☐ Gun Violence
- ☒ Criminal Gangs

If Selected: Please specify your criminal gangs problem.

Youth gang involvement and associated crimes (drugs, violence, etc.)

- ☐ Drug Manufacturing, Drug Dealing, Drug Trafficking
- ☐ Other Violent Crime Problem (please specify)

6a) Briefly describe the problem/focus area that you will address with these award funds and your approach to the problem. [2,000 characters or less]

In a neighborhood meeting October of 2018, Chief of Police Anthony Parker announced a Hattiesburg Police Department (HPD) initiative, Operation Quality of Life, which would place 2 free-roaming officers on each shift, providing around-the-clock coverage. Officers are now visible on foot and on bicycles, as well as in patrol cars. Community members are encouraged to interact with them, get to know them, and share valuable information. This announcement came in the aftermath of a triple shooting which devastated a community and contributed to the 2018 total of 14 homicides, many gang-related—a sobering reality after the preceding year's homicide total of 2. While any number of homicides is too many, this domestic

7) Which of the following information sources did you use to prioritize this problem/focus area as a problem/focus area to address through this award program (please check all that apply):

- ☒ Police department data (e.g. police reports, calls for service, crime data, citizen complaints)
- ☒ Agency personnel (e.g. officer feedback, command staff priorities)
- ☐ Other local non-law enforcement government agency data
- ☐ Community based organizations (e.g. faith based, non-profits, social service providers)
- ☐ Local businesses

- ☒ Individual community members/community meetings
- ☒ Community survey
- ☒ Local government officials
- ☐ The media
- ☐ None of the above

8) If awarded funds, my agency will improve our understanding of this problem/focus area by examining (please check all that apply):

- ☒ Routinely collected law enforcement data/information related to the problem (e.g. arrest, incident reports, calls for service)
- ☒ The location and/or time aspects of the problem/focus area (e.g. mapping)
- ☐ The conditions and environmental factors related to the problem/focus area
- ☒ The strengths and limitations of current responses to the problem/focus area
- ☐ Non-law enforcement data/information related to the problem/focus area (e.g. insurance crash data, other government agency data, census data, survey data)
- ☐ Existing research and best practices related to the problem/focus area
- ☐ Data/information from the community related to the problem/focus area (e.g. resident associations, business groups, non-profit community service organizations)
- ☒ Information about offenders contributing to the problem/focus area (e.g. offender interview, arrest records)
- ☐ Information about victims affected by the problem/focus area (e.g. crime reports, victim interviews)
- ☒ Strengths and weaknesses of previous responses to the problem/focus area
- ☐ None of the above

9) If awarded funds my agency will use the following information sources to assess our response to this problem/focus area to determine whether the response was implemented and achieved the desired outcomes (please check all that apply):

- ☒ Routinely collected law enforcement data/information related to the problem/focus area (e.g. arrests, incident reports, calls for service)
- ☐ Data/information regarding whether the response was implemented as planned
- ☒ Police data collected for this specific problem/focus area (e.g. problem-specific surveys, field interview contact cards)
- ☐ Non-police data/information related to the problem/focus area (e.g. insurance crash data, other government agency data, census data, survey data)
- ☒ Data/information from the community related to the problem/focus area (e.g. resident associations, business groups, non-profit community service organizations)
- ☒ Information about offenders contributing to the problem/focus area (e.g. offender interview, arrest records, probation/parole data)
- ☒ Information about victims and/or stake holders affected by the problem/focus area (e.g. crime reports, victim interviews)
- ☐ None of the above

10) To the best of your ability at this time, please select from the below list what your primary goals are in responding to your selected problem/focus area (please select up to 3):

- ☒ Eliminating the problem/focus area
- ☒ Reducing the number of incidents
- ☐ Increasing public trust in your agency
- ☐ Reducing the seriousness of the incidents or the amount of harm
- ☐ Reducing the number of victims and repeat victims
- ☐ Reducing the number of offenders and repeat offenders
- ☐ Moving the problem/focus area to another area
- ☐ Getting other agencies and stake holders to assume responsibility for the problem/focus area
- ☒ Improving the response to the problem/focus area (i.e. more comprehensive and coordinated way of dealing with the problem/focus area, providing better services to victims, or greater efficiency in dealing with the problem/focus area)
- ☐ Improving citizen perceptions of the problem/focus area
- ☐ Increasing the number of arrests/citations
- ☐ Reducing the number of calls for service
- ☐ None of the above

11) An important part of a comprehensive community policing strategy is the formation of partnerships, such as working with other public agencies, private organizations, or participation in regional law enforcement partnerships. If awarded funds, will your agency and the award funded officers (or an equivalent number of redeployed veteran officers) initiate or enhance a partnership with an external group/organization to develop responses to this problem/focus area?

- ☒ Yes
- ☐ No

11a) If awarded funds, how many external groups/organizations will your agency initiate or enhance a partnership with to develop responses to this problem/focus area?

2

11b) Name the most important external groups/organizations that your agency will initiate or enhance a partnership with to develop responses to this problem/focus area (maximum of three partners). Note: you may attach optional letters of this support from any or all of these prospective partners in Section 13 of the application. You will be limited to listing no more than three partners per public safety problem/focus area.

Partner Number	Partner Name	11c/11d	Action
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1	Hattiesburg Housing Authority	11c) For this partner, please indicate the statement that best characterizes this partner:	Edit Delete
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- ☐ Local government agencies (non-law enforcement, e.g., probation/parole, parks and recreation, code enforcement)
- ☒ Community based organizations (e.g., faith based, community redevelopment groups, social service providers, resident associations)
- ☐ Businesses operating in the community
- ☐ Tribal law enforcement agencies
- ☐ Federal, state, or local law enforcement agencies (non-tribal) including through multi-jurisdictional/regional partnerships
- ☐ Local educational institutions (schools/colleges/universities)
- ☐ Individual stakeholders (persons residing, working, or with an interest in the community or problem)

11c) For this partner, please indicate the statement that best characterizes this partner:

- ☐ Local government agencies (non-law enforcement, e.g., probation/parole, parks and recreation, code enforcement)
- ☐ Community based organizations (e.g., faith based, community redevelopment groups, social service providers, resident associations)
- ☐ Businesses operating in the community
- ☐ Tribal law enforcement agencies
- ☐ Federal, state, or local law enforcement agencies (non-tribal) including through multi-jurisdictional/regional partnerships
- ☒ Local educational institutions (schools/colleges/universities)
- ☐ Individual stakeholders (persons residing, working, or with an interest in the community or problem)

2

Hattiesburg Public School District

[Edit](#) [Delete](#)

[Add Partner](#)

II(b) Proposed Community Policing Strategy: Organizational Transformation

COPS Office awards must be used to initiate or enhance community policing activities. In this section you will be asked to identify the organizational change(s) that your agency plans to focus on through your requested COPS Office funding. Identifying the specific organizational change(s) that your agency plans to focus on is important to ensure that you satisfy the requirements for COPS Office funding under this program, and to ensure that ultimately the use of these funds will initiate or enhance your agency's capacity to implement community policing approaches.

12) If awarded funds, will your agency initiate or enhance any of the following internal changes to personnel management? (Select no more than 2 internal changes to personnel management that will be addressed with these award funds.)

- ☐ Flexibility in officer shift assignments to facilitate addressing specific problems
- ☒ Assignment of officers to specific neighborhoods or areas for longer periods of time to enhance customer service and facilitate more contact between police and citizens

Please provide a narrative for each internal change to personnel management identified (2,000 characters or less)

Crime rates, trends, locations, and community feedback will be considered in determining neighborhoods of concern. QLT officers will be assigned to neighborhoods based on an analysis of those factors in determining the areas with the highest need of attention. Officers will also be working closely with schools on issues of truancy, attempting to keep the youth at school so that they will not be involved in criminal activity on the street during the time that they should be in school. Officers will also attend community meetings in high risk areas, in order to stay up-to-date on the activity in those neighborhoods, identify new gang trends involving youth, and address the specific concerns of citizens in those areas. The QLT officers assigned to specialize in youth gang activity will also be involved with the Police Athletic League (PAL), an HPD youth crime prevention program which targets youth ages 13-17 and uses educational, athletic, and recreational activities to encourage trust and understanding between police officers and youth.

- ☐ Recruitment and hiring practices that reflect an orientation towards problem solving and community engagement
- ☐ In-service training for officers on basic and advanced community policing principles
- ☐ Field training officer (FTO) programs that teach and test problem solving, community engagement, and critical thinking skills
- ☐ Measure and include non-enforcement proactive community engagement efforts as part of officer performance evaluations
- ☐ Provide de-escalation training to sworn personnel and promote de-escalation as an important strategy to diffuse potentially volatile situations

- ☐ Early intervention systems that help identify officers who may be showing early signs of stress, personal problems, and questionable work conduct
- ☐ Career development and/or promotional processes (i.e. sergeant exams) that reinforce problem solving and community engagement
- ☐ Implement specific programs to improve the safety and wellness of personnel throughout your organization
- ☐ None of the above

13) If awarded funds, will your agency initiate or enhance any of the following internal changes to agency management? (Select up to 2 internal changes to agency management that will be addressed with these award funds.)

- ☐ Agency mission statement, vision, and/or goals that reflect the core values of community policing
- ☐ Agency strategic plan that outlines the goals and objectives around community policing and other departmental priorities
- ☐ Organizational performance measurement systems that include community policing metrics, and conduct annual assessments of agency performance
- ☒ Technology systems that provide officers, analysts, and the community better and more timely access to data and information

Please provide a narrative for each internal change to agency management identified (2,000 characters or less)

Officers will be provided new computer notebooks where they can track and log gang data in the field. They will log identification of new gang members and their gang associations, and will be able to photograph and log tattoos and gang graffiti. Officers will conduct weekly and monthly reports, which will be a part of the command staff CompStat.

- ☐ Mediation strategies to resolve citizen complaints
- ☐ Collection, analysis, and use of crime data and information in support of problem solving goals
- ☐ Formal accreditation process
- ☐ System to capture and track problem solving and partnership efforts and activities
- ☐ An organizational assessment of community policing
- ☐ None of the above

III. General Community Support and Engagement

14) Did your agency consult with any of the following groups/organizations on the development of this community policing strategy? Please check all that apply.

- ☐ Local government agencies (non-law enforcement, e.g.n probation/parole, parks and recreation, code enforcement)
- ☐ Community based organizations (e.g. faith based, community redevelopment groups, social service providers, resident associations)
- ☐ Businesses operating in the community
- ☐ Tribal law enforcement agencies (outside your jurisdiction)
- ☐ Other Federal, state, or local law enforcement agencies
- ☐ Multi-jurisdictional or regional task forces/partnerships
- ☐ Local educational institutions (schools/colleges/universities)
- ☒ Local government officials
- ☐ Individual stakeholders residing, working or with an interest in the community and/or problem
- ☐ None of the above

15) To what extent are there related governmental and/or community initiatives that complement your agency's proposed community policing strategy?

- ☐ a) There are a significant number of related initiatives
- ☐ b) There are a moderate number of related initiatives
- ☒ c) There are a minimal number of related initiatives
- ☐ d) There are no related initiatives

16) To what extent is there community support in your jurisdiction for implementing the proposed community policing strategy?

- ☒ a) High level of support
- ☐ b) Moderate level of support
- ☐ c) Minimum level of support

17) If awarded funds, to what extent will the community policing strategy impact the other components of the criminal justice system in your jurisdiction?

- ☒ a) Potentially decreased impact
- ☐ b) No change in impact
- ☐ c) Potentially increased impact

SECTION 7: NEED FOR FEDERAL ASSISTANCE

A. Explanation of Need for Federal Assistance

All applicants are required to explain their inability to address the need for this award without federal assistance. Please do so in the space below. [Please limit your response to a maximum of 1,000 characters.]

The trend in recent years has been a reduction each fiscal year in the money allocated by the city to the Hattiesburg Police Department's budget. Amid a growing population, a poverty rate well above the national average at 34.7%, and increasing criminal activity, a growing number of areas of specialized concern have been identified. However, strategies to address those concerns cannot be implemented if those strategies would involve extra cost to the department. Funding for additional officer positions has been requested, but those requests have been denied. If COPS Hiring Program funds are awarded, HPD can show the positive results of the additional officers and the project implemented as evidence that those positions are vital to the safety and success of our city.

B. Service Population

1. Enter the total population of the government entity applying for this award using the latest census estimate available in the American Fact Finder at <http://FactFinder2.census.gov>.

46251

☐ 2. Check here if the population of the entity applying for this award is not represented by U.S. Census figures (e.g., colleges, special agencies, school police departments, etc.).

3. What is the actual population your department serves as the primary law enforcement entity? 46251

This may or may not be the same as the population specified above. For example, a service population may be the census population minus incorporated towns and cities that have their own police department within your geographic boundaries or estimates of ridership (e.g., transit police) or visitors (e.g., park police). An agency with primary law enforcement authority is defined as having first responder responsibility to calls for service for all types of criminal incidents within its jurisdiction.

3a. If applicable, please explain why the service population differs from the census population:

C. Fiscal Health

Enter your law enforcement agency's total operating budget for the current AND previous two fiscal years. *Please note: All figures must be rounded to the nearest whole dollar.*

CURRENT FISCAL YEAR (2020) \$ 12896600

PREVIOUS FISCAL YEAR (2019) \$ 13235464

PREVIOUS FISCAL YEAR (2018) \$ 13400920

The U.S. Census Bureau American Community Survey (ACS) provides multi-year poverty rate estimates for communities. Please go to the U.S. Census Bureau's American Fact Finder (<http://FactFinder2.census.gov>) to determine the percentage of individuals in poverty in your jurisdiction. For jurisdictions not included in the census (e.g., schools, universities, transit, parks), please check the box for "Not Applicable." Please see the program Application Guide for additional information and help in using the American Fact Finder. Please note: All figures must be rounded to the nearest whole percent.

a. Percentage of individuals in poverty % 35

☐ Not Applicable:

The Bureau of Labor Statistics' Local Area Unemployment Statistics (LAUS) program provides monthly estimates of unemployment for communities. Please go to the Bureau of Labor Statistics' LAUS website (<http://www.bls.gov/lau/data.htm>) to find detailed instructions for looking up your local area's unemployment rate. It may be necessary to select the nearest best match to your jurisdiction (for example, a city of fewer than 25,000 people may report their county level rate). Please see the program application guide for additional information and help in using the LAUS data. For jurisdictions not included in the census (e.g., schools, universities, transit, parks), please check the box for "Not Applicable". Please note: All figures must be rounded to the nearest whole percent.

a. Percentage Unemployed for December 2019 5

☐ Not Applicable:

Since January 1, 2020, has your agency taken on additional law enforcement duties and responsibilities resulting from an agency merger or the disbanding of a neighboring law enforcement agency (which did not result in a new or supplemented funded contract to provide these law enforcement services)?

No

In addition to the data collected elsewhere in this application, the COPS Office would like to capture information from jurisdictions that may have faced an unanticipated catastrophic event that had a significant impact on the delivery of law enforcement services or have experienced an unusually large increase in the number of homicides in the past year. Examples of unanticipated catastrophic events include mass shootings, terrorist attacks, natural disasters, or other events leading to mass casualties that would not necessarily be reflected in the UCR crime statistics previously reported. Please note that if your jurisdiction is faced with an unanticipated catastrophic event (e.g., mass shooting, terrorist attack, other mass casualty event) after submission of this application, but before the application closing date, you should contact the COPS Office immediately at 800-421-6770 to update your application to include this information.

☐ If your agency experienced a major disaster or catastrophic event in the time period from January 1, 2019 to present, check this box.

D. Property/Violent Crime

Please select at least one statement below:

- ☒ My agency can report crime data for all 3 years (please input in table below:).
- ☐ My agency cannot report crime data for 2019.
- ☐ My agency cannot report crime data for 2018.
- ☐ My agency cannot report crime data for 2017.

1) Using UCR crime definitions, enter the actual number of incidents reported to your agency in the previous three calendar years (2019, 2018, 2017) for the following crime types. Note that only those incidents for which your agency had primary response authority should be provided. Please enter 0 (zero) to indicate no incidents in a particular year/type. Leave blanks only where data is unavailable.

UCR Data	2019	2018	2017
Criminal Homicide	9	14	3
Forcible Rape	16	14	9
Robbery	30	29	40
Aggravated Assault	36	32	49
Burglary	770	834	384
Larceny (except motor vehicle theft)	146	123	142
Motor Vehicle Theft	131	96	99

If awarded funds, will your agency commit to regularly collect, analyze and report incidents of hate crimes to the FBI as part of their annual Uniform Crime Reporting?

- ☒ Yes
☐ No

Agency Profile Questions (these questions are for information purposes only and will not be scored):

1.Does your agency have a wellness policy or program for officers?

Yes ▾

2.Does your agency report crime data to the National Incident-Based Reporting System (NIBRS)?

Yes ▾

3.Does your agency utilize the National Integrated Ballistic Information Network (NIBIN)?

Yes ▾

4.Does your agency have a dedicated or specific investigator to investigate reported hate crimes?

Yes ▾

SECTION 8: CONTINUATION OF PROJECT AFTER FEDERAL FUNDING ENDS

If you are applying for a COPS Office award with a post-award retention plan requirement, please complete A. If you are applying for a COPS Office award without a post-award retention plan requirement, please complete B.

A. Continuation of Project after Federal Funding Ends (for COPS Office awards with a retention plan requirement)

Applicants must plan to retain all sworn officer positions awarded under your COPS Office hiring award for a minimum of 12 months at the conclusion of 36 months of federal funding for each position. The retained COPS Office-funded positions should be added to your agency's law enforcement budget with state and/or local funds at the end of award funding, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the award. These additional position(s) must be retained using state, local, or other nonfederal funding only. You may not use funds awarded by other federal awards to cover the costs of retention. At the time of award application, applicants must affirm that they plan to retain the positions and identify the planned source(s) of retention funding. We understand that your agency's source(s) of retention funding may change during the life of the award. Your agency should maintain proper documentation of any changes in the event of an audit, monitoring or other evaluation of your award compliance. Please refer to the frequently asked questions on retention which can be found here <https://cops.usdoj.gov/chp>.

1. Will your agency plan to retain any additional positions awarded under this award for a minimum of 12 months at the conclusion of federal funding for each position?

Yes ▾

Note: Agencies that do not plan to retain all the positions awarded under this award are ineligible to receive CHP funding

2. Please identify the source(s) of funding that your agency plans to utilize to cover the costs of retention: (check all that apply)

- ☒ General funds
☐ Raise bond/tax issue
☐ Private sources/donations
☐ Nonfederal asset forfeiture funds (subject to approval from the state or local oversight agency)
☐ Fundraising efforts
☐ State, local, or other nonfederal award funding
☐ Other

If other, please provide a brief description of the source(s) of funding not to exceed 500 characters.

SECTION 12: OFFICIAL PARTNER(S) CONTACT INFORMATION

An official "partner" under the award may be a governmental, private, school district, or other applicable entity that has established a legal, contractual, or other agreement with the applicant for the purpose of supporting and working together for mutual benefits of the award. Please see the COPS Office application guide for more information on official partners that may be required.

First Name	Last Name	Agency Name	Action
------------	-----------	-------------	--------

Title:

First Name: Middle Name: Last Name: Suffix:

Name of Partner Agency (e.g., Smithville High School):

Type of Partner Agency (e.g., School District):

Street1:

Street2:

City: State: Zip/ Postal Code:

Telephone Number: Fax: Email:

Important! Please click **"Add Partner"** below to add a partner to the list.

Reminder! If you have modified ([edit](#), [update](#), or [delete](#)) the list of partners in any way, please click **"Save"** to store your changes before moving to the next section.

[Add Partner](#)

SECTION 13: APPLICATION ATTACHMENTS

This section should be used to attach any required or applicable attachments to your award applications (e.g. memorandum of understanding)

If awarded, recipient's using CHP funding to hire and/or deploy school resource officers into schools must submit to the COPS Office a signed Memorandum of Understanding (MOU) between the law enforcement agency and the school partner(s) before obligating or drawing down funds under this award. An MOU is not required at time of application; however, if the law enforcement agency already has an MOU in place that is applicable to the partnership, the MOU can be submitted as an attachment in section 13 of the award application. The MOU must contain the following: the purpose of the MOU, clearly defined roles and responsibilities of the school district and the law enforcement agency; focusing officers' roles on safety, information sharing, supervision responsibility and chain of command for the SRO and signatures. If awarded, recipient will agree that the MOU must be submitted to the COPS Office 90 days from date on the award congratulatory letter. The implementation of the COPS Hiring Program award without submission and acceptance of the required MOU may result in expenditures not being reimbursed by the COPS Office and/or award de-obligation. Please refer to the program-specific Application Guide to determine if an MOU or other application attachments are required. The guide will also specify if optional attachments are permitted for submission. Please use appropriately descriptive file names (e.g. Program Narrative, Budget Detail Worksheet and Budget Narrative, Timelines, Memoranda of Understanding, Resumes) for all attachments. Please do not submit executable file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: .com, .bat, .exe, .vbs, .cfg, .dat, .db, .dbf, .dll, .ini, .log, .ora, .sys, and .zip. The system may reject applications with files that use these extensions.

Current Attachments

Upload attachments using "Browse..." and "Upload...". File names may only contain:

- a-z
- 0-9
- period(.), underscore(_), hyphen(-)
- Characters other than these will be replaced by a hyphen(-).
- After clicking the "Upload..." button, **please wait** for the page to [refresh](#). The uploaded file will automatically appear in the file list.

Form COPS_Sh_ApplicationAttachment_2_5-V2.5.pdf	SF-424	Delete
Form SF424_2_1-V2.1.pdf	SF-424	Delete
SF424_2_1-1234-SF424 Attachment #14.pdf	SF-424	Delete
Letter of Support - HHA.pdf	Letters of Support	Delete
Letter of Support - HPSPD.pdf	Letters of Support	Delete

Browse...	After Action Reports/Assessments	Upload File ...
--	---	--

SECTION 14: BUDGET DETAIL WORKSHEETS

Instructions for Completing the Budget Detail Worksheets

The following Budget Detail Worksheets are designed to allow all COPS Office award and cooperative agreement applicants to use the same budget forms to request funding. Allowable and unallowable costs vary widely and depend upon the type of COPS Office program. The maximum federal funds that can be requested and the federal/local share breakdown requirements also vary.

Please refer to the program-specific application guide to determine the allowable/unallowable costs, the maximum amount of federal funds that can be requested, and the federal/local share requirements for the COPS Office program for which your agency is applying (see <https://cops.usdoj.gov/grants>). To assist you, sample Budget Detail Worksheets are included in each application guide.

Please complete each section of the Budget Detail Worksheets applicable to the program for which you are applying (see <https://cops.usdoj.gov/grants> for requirements). If you are not requesting anything under a particular budget category, please check the appropriate box in that category indicating that no positions or items are requested.

Final calculations will be rounded to the nearest whole dollar. Once the budget for your proposal has been completed, a budget summary page will reflect the total amounts requested in each category, the total project costs, and the total federal and local shares.

If you need assistance in completing the Budget Detail Worksheets, please call the COPS Office Response Center at 800-421-6770.

SECTION 14A: BUDGET DETAIL WORKSHEETS

Instructions: This worksheet will assist your agency in reporting your agency's current entry-level salary and benefits and identifying the total salary and benefits request per officer position for the length of the award term. Please list the current entry-level base salary and fringe benefits rounded to the nearest whole dollar for one full-time sworn officer position within your agency. Do not include employee contributions. (Please refer to <https://cops.usdoj.gov/grants> for information on the length of the award term for the program under which you are applying.)

Special note regarding sworn officer fringe benefits: For agencies that do not include fringe benefits as part of the base salary costs and typically calculate these separately, the allowable expenditures may be included under Part 1, Section B. **Any fringe benefits that are already included as part of the**

agency's base salary (Part 1, Section A of the Sworn Officer Budget Worksheet) should not also be included in the separate fringe listing (Part 1, Section B). Please refer to <https://cops.usdoj.gov/grants> for information about allowable and unallowable fringe benefits for sworn officer positions requested under the program to which your agency is applying.

A. SWORN OFFICER POSITIONS

Full-Time Entry-Level Sworn Officer Base Salary Information

Part 1: Instructions: Please complete the questions below based on your agency's entry-level salary and benefits package for one locally-funded officer position. *As applicable per the program-specific application guide, you may also be required to project Year 2 and Year 3 salaries.*

Sworn Officer Position

A. Base Salary Information

Year 1 Salary

Enter the first year entry-level base salary for one sworn officer position.

38000.0000

Year 2 Salary

Enter the second year entry-level base salary for one sworn officer position.

39500.0000

Year 3 Salary

Enter the third year entry-level base salary for one sworn officer position.

41000.0000

Yes

Does the base salary include Vacation costs? Please select Yes or No.

Yes

Does the base salary include Vacation costs? Please select Yes or No.

Yes

Does the base salary include Vacation costs? Please select Yes or No.

Yes

Does the base salary include Sick Leave costs? Please select Yes or No.

Yes

Does the base salary include Sick Leave costs? Please select Yes or No.

Yes

Does the base salary include Sick Leave costs? Please select Yes or No.

B. Fringe Benefit costs should be calculated for each year of the award term.

FRINGE BENEFITS:

Year 1 Fringe Benefits

COST BASE	% OF SALARY
2356.000	6.2

Year 2 Fringe Benefits

COST BASE	% OF SALARY
2449.000	6.2

Year 3 Fringe Benefits

COST BASE	% OF SALARY
2542.000	6.2

Social security expenses cannot exceed ☐ Exempt ☒ 6.2% ☐ Fixed Rate 6.2%

Medicare expenses cannot exceed ☐ Exempt ☒ 1.45% ☐ Fixed Rate 1.45%

Health Insurance (Family Coverage)

4596.000	12.0947
----------	---------

4596.000	11.6354
----------	---------

4596.000	11.2098
----------	---------

Life Insurance

60.0000	0.1579
---------	--------

60.0000	0.1519
---------	--------

60.0000	0.1463
---------	--------

Vacation Number of Hours Annually:

0	0.0000
---	--------

0	0.0000
---	--------

0	0.0000
---	--------

Sick Leave Number of Hours Annually:

0	0.0000
---	--------

0	0.0000
---	--------

0	0.0000
---	--------

Retirement

6612.000	17.4000
----------	---------

6873.000	17.4000
----------	---------

7134.000	17.4000
----------	---------

Worker's Compensation ☐ Exempt

190.0000	0.5000
----------	--------

197.5000	0.5000
----------	--------

205.0000	0.5000
----------	--------

Unemployment Insurance ☐ Exempt

190.0000	0.5000
----------	--------

197.5000	0.5000
----------	--------

205.0000	0.5000
----------	--------

Other

0	0.0000
---	--------

0	0.0000
---	--------

0	0.0000
---	--------

Other

0	0.0000
---	--------

0	0.0000
---	--------

0	0.0000
---	--------

Other

0	0.0000
---	--------

0	0.0000
---	--------

0	0.0000
---	--------

Benefits Sub-Total Per Year (1 Position)

14555.0000

14945.7500

15336.5000

C. Total Salary + Benefits Per Year (1 Position)

52555.0000

54445.7500

56336.5000

D. Total Salary and Benefits for Years 1, 2, and 3 (1 Position):

163337.2500

X # of Positions

653349.0000

SALARY DETAILS

Part 2 : Sworn Officer Salary Information

1. If your agency's second or third-year costs for salaries and/or fringe benefits increase after the first year, check the reasons(s) why in the space below. If these costs do not increase, please select "Not Applicable".

☐ Cost of Living Adjustment (COLA)

- ☒ Step Raises
☐ Change in Benefit Costs
☐ Not Applicable

Part 3: Federal/Local Share Costs (for Hiring Awards)

As part of the local matching requirement for the 2020 COPS Hiring Program, recipients must assume a progressively larger share of the cost of the award with local funds over the three-year award period. This means that your local match must increase each year, while the federal share must decrease.

Total Salary and Benefits for year 1, 2, & 3 (all positions):

Total Federal Share:

Total Federal Percentage:

Total local share required:

Total Local Percentage:

Please project in the chart below how your agency plans to assume a progressively larger share of the award costs during each year of the program. The chart is only a projection of your plans; while your agency may deviate from these specific projections during the award period, it must still ensure that the federal share decreases and the local share increases. For more details on local matching requirements for this program, please refer to <https://cops.usdoj.gov/grants>.

Please use the Recalculate button below after any changes to the benefit table above before moving forward.

Percent of the "Total Local Share Required" your agency plans to assume in Year 1

Percent of the "Total Local Share Required" your agency plans to assume in Year 2

Percent of the "Total Local Share Required" your agency plans to assume in Year 3

Percent Total

Federal Share Year 1

Federal Share Year 2

Federal Share Year 3

Federal Total

Local Share Year 1

Local Share Year 2

Local Share Year 3

Local Total

S. BUDGET SUMMARY

Instructions: Please review the category totals and the total project costs below. If the category totals and project amounts shown are correct, please continue with the submission of your application. Should you need to make revisions to a budget category, please return to the Budget Detail Worksheet.

Section

Budget Category	Category Total	
A. Sworn Officers	\$653349.0000	
B. Civilian and Non-Sworn Personnel	\$0.0000	
C. Equipment and Technology	\$0.0000	
D. Supplies	\$0.0000	
E. Travel, Training, and Conferences	\$0.0000	
F. Contracts and Consultants	\$0.0000	
G. Other Costs	\$0.0000	
H. Indirect Costs	\$0.0000	
Total Project Amount:	\$653349.0000	
Total Federal Share Amount: (Total Project Amount X Federal Share Percentage Allowable)	\$490012	75.0000%
Total Local Share Amount (If applicable): (Total Project Amount - Total Federal Share Amount)	\$163337	25.0000%

If your application is funded, but for a reduced number of officer positions, the percentage of the local share provided above will be applied to the total project cost of the awarded officers.

Waiver of Local Match

The COPS Office may waive some or all of a recipient's local match requirement based on severe fiscal distress. During the application review process, your agency's waiver request will be evaluated based on the availability of funding, a demonstration of **severe fiscal distress** as reflected through the fiscal health data in section 7 of this application, and a comparison of your fiscal health data with that of the overall applicant pool.

Q1: Are you requesting a waiver of the local match based on severe fiscal distress?

No

Contact Information for Budget Questions

Please provide contact information of the financial official that the COPS Office may contact with questions related to your budget submission.

First Name:

Jennifer

Last Name:

Shows

Title:

Grant Coordinator

Telephone Number:

6015454544

Fax:

Email Address:

jshows@hattiesburg

SECTION 15A: U.S. DEPARTMENT OF JUSTICE CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

- (1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.
- (2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.
- (3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--
 - a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
 - b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
 - c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.
- (4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--
 - a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
 - b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
 - c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
 - d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.
- (5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).
- (6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).
- (7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.
- (8) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--
 - a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
- (9) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law—including, but not limited to, the Indian Self-Determination and

Education Assistance Act—seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(10) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Signature of Law Enforcement Executive/Agency Executive (For your electronic signature, please type in your name) Anthony Parker

Anthony Parker

Date:

03/11/2020

Signature of Government Executive/Financial Official (For your electronic signature, please type in your name) Toby Barker

Toby Barker

Date:

03/11/2020

SECTION 15B: U. S. DEPARTMENT OF JUSTICE CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. Lobbying

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended;

or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

5. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Signature of Law Enforcement Executive/Agency Executive (For your electronic signature, please type in your name) Anthony Parker

Anthony Parker

Date:

03/11/2020

Signature of Government Executive/Financial Official (For your electronic signature, please type in your name) Toby Barker

Toby Barker

Date:

03/11/2020

☐ Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application in Section 13.

SECTION 16A: DISCLOSURE OF LOBBYING ACTIVITIES

This section duplicates OMB's Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. § 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District number, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under awards.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, U.S. Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; award announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFPD E-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting registrant identified in item 4 to influence the covered Federal action.
- (b) Enter the full name(s) of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is OMB No. 4040-0013 Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (4040-0013), Washington, DC 20503.

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. § 1352.

☒ Not Applicable

SECTION 16 C: CERTIFICATION OF 287(G) PARTNERSHIP AND CERTIFICATION OF ILLEGAL IMMIGRATION COOPERATION

State and local law enforcement agency applicants have the opportunity to receive additional points based on their cooperation with federal immigration officials to address illegal immigration.

A. State or local law enforcement agency applicants may receive additional points if the agency has a 287(g) partnership, defined for this purpose as a partnership with the U.S. Department of Homeland Security ("DHS") under 8 U.S.C. § 1357(g)(1) whereby officers of the applicant entity are delegated limited immigration officer authority to identify and process for removal aliens in the custody of the entity named below under the direction and supervision of DHS, documented with the official 287(g) Memorandum of Agreement with the Department of Homeland Security Immigration and Customs Enforcement. To receive these additional points, please complete the following:

☐ By checking this box I certify that this law enforcement agency applicant has a 287(g) Partnership documented with the official 287(g) Memorandum of Agreement with the Department of Homeland Security Immigration and Customs Enforcement as of the date that this application is submitted.

B. State and local law enforcement agency applicants may be eligible to receive additional points by certifying willingness to cooperate with federal immigration officials within their detention or correctional facilities. To be eligible to receive these additional points, your agency must operate a detention or correctional facility, defined for this purpose as a prison or jail in which individuals are fingerprinted and detained for periods of 24 hours or longer. To determine whether your agency is eligible to receive these additional points, please complete the following:

☐ Yes, my agency operates its own detention or correctional facility (a prison or jail in which individuals are fingerprinted and detained for periods of 24 hours or longer).

☒ No, my agency does not operate a detention or correctional facility (a prison or jail in which individuals are fingerprinted and detained for periods of 24 hours or longer).

SECTION 17: REVIEWS AND CERTIFICATIONS

1) Federal Civil Rights and Award Reviews:

Please be advised that an application may not be funded and, if awarded, a hold may be placed on the award if it is deemed that the applicant is not in compliance with federal civil rights laws, and/or is not cooperating with an ongoing federal civil rights investigation, and/or is not cooperating with a U.S. Department of Justice award review or audit.

2) Certification of Review of 28 C.F.R. Part 23/Criminal Intelligence Systems:

Please review the COPS Office application guide: Legal Requirements Section for additional information.

Please check one of the following, as applicable to your agency's intended use of this award:

- ☒ No, my agency will not use these COPS Office funds (if awarded) to operate an interjurisdictional criminal intelligence system.

☐ Yes, my agency will use these COPS Office funds (if awarded) to operate an interjurisdictional criminal intelligence system. By signing below, we assure that our agency will comply with the requirements of 28 C.F.R. Part 23.

3) Certification of Review and Representation of Compliance with Requirements:

The signatures of the Law Enforcement Executive/Agency Executive, Government Executive/Financial Official, and the Person Submitting this Application on the Reviews and Certifications represent to the COPS Office that:

- a) the signatories have been legally and officially authorized by the appropriate governing body to submit this application and act on behalf of the applicant entity;
- b) the applicant will comply with all legal, administrative, and programmatic requirements that govern the applicant for acceptance and use of federal funds as outlined in the applicable COPS Office application guide, the COPS Office award owner's manual, Assurances, Certifications and all other applicable program regulations, laws, orders, and circulars;
- c) the applicant understands that false statements or claims made in connection with COPS Office programs may result in fines, imprisonment, debarment from participating in federal awards, cooperative agreements, or contracts, or any other remedy available by law to the Federal Government;
- d) the information provided in this application, including any amendments, shall be treated as material representations of fact upon which reliance will be placed when the U.S. Department of Justice determines to fund the covered award;
- e) the applicant understands that as a general rule COPS Office funding may not be used for the same item or service funded through another funding source; and
- f) the applicant and any required or identified official partner(s) listed in section 12 are partners in this award project and mutually agreed to this partnership prior to this application.

The signatures of the Law Enforcement Executive/Agency Executive and the Government Executive/Financial Official on this application must be the same as those identified in Section 4 of this application. Applications with missing, incomplete, or inaccurate signatories or responses may not be considered for funding.

Signature of Law Enforcement Executive/Agency Executive (For your electronic signature, please type in your name) Anthony Parker

Anthony Parker

Date:

03/11/2020

Signature of Government Executive/Financial Official (For your electronic signature, please type in your name) Toby Barker

Toby Barker

Date:

03/11/2020

Signature of Person Submitting This Application (For your electronic signature, please type in your name)

Jennifer Shows

Date:

03/11/2020

☒ By clicking this box, the applicant understands that the use of typed names in this application and the required forms, including the Assurances, Certifications, and Disclosure of Lobbying Activities form, constitute electronic signatures and that the electronic signatures are the legal equivalent of handwritten signatures.

APPLICATION REVIEW

Section	Question	Flag	Explanation
7	a. Percentage of individuals in poverty %	The percent of individuals in poverty reported for your jurisdiction is exceptionally high; please verify your poverty data, and make corrections if necessary. This data should come from the Census, should reflect individuals not families, in poverty, and should not include a decimal. If correct, please confirm in the text box that the reported number is from the Census.	According to factfinder.census.gov, the percentage of individuals below poverty level for Hattiesburg, MS is 34.7% (Source: 2013-2017 American Community Survey 5-Year Estimates). Please see the following link: https://factfinder.census.gov/faces/nav/jsf/pages/community_facts.xhtml .

Submit

Your application has been successfully recorded.

Submission Date: 2020-03-11 09:22:46

ORI: MS01801

Confirmation Number: 1011606_613300777

Program Type: COPS Hiring Program

Thank you for submitting your agency's COPS Application. If you have any questions or concerns you may contact the COPS Office Response Center at 800.421.6770. When contacting the COPS Office concerning the submission of this application, please reference your agency's ORI number.

[Click here](#) to return to the COPS Application home page.

Paperwork Reduction Act Notice

The public reporting burden for this collection of information is estimated to be up to 11.3 hours per response, depending upon the COPS program being applied for, which includes time for reviewing instructions. Send comments regarding this burden estimate or any other aspects of the collection of this information,

including suggestions for reducing this burden, to the Office of Community Oriented Policing Services, U.S. Department of Justice, 145 N Street NE, Washington, DC 20530; and to the Public Use Reports Project, Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

You are not required to respond to this collection of information unless it displays a valid OMB control number. The OMB control number for this application is 1103-0098 and the expiration date is 05/31/2020.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, April 7, 2020

Re: Ratification of submitted grant application to the Federal Transit Administration (FTA) FY 2020 Grants for Buses and Bus Facilities Program to fund sidewalks, ADA accessibility features, crosswalks, and pedestrian signals at selected bus stop locations, for a total project cost estimated at \$2,616,000 (\$1,831,200 federal share and \$784,800 local share).
File Number: 2020-223
Minute Book #

Summary

FY 2020 FTA Buses and Bus Facilities Grant Program

Recommendation Statement

I recommend ratification of submitted grant application to the Federal Transit Administration (FTA) FY 2020 Grants for Buses and Bus Facilities Program to fund sidewalks, ADA accessibility features, crosswalks, and pedestrian signals at selected bus stop locations, for a total project cost estimated at \$2,616,000 (\$1,831,200 federal share and \$784,800 local share).

Please place this on the April 7, 2020 City Council meeting for consideration.

FY 2020 Grants for Buses and Bus Facilities

Applicant and Proposal Profile

Is this a resubmission due to an invalid/error message from FTA? ☐ Yes ☒ No

Section I. Applicant Information

Organization Legal Name: City of Hattiesburg

FTA Recipient ID: 1108

Organization Chief Executive Officer:
(Name and Direct Phone Number) Mayor Toby Barker 601-545-4501

Applicant Eligibility: ☐ Designated recipient
☐ State
☒ Local governmental entity that operates fixed route bus service
☐ Tribe (Federally recognized Native American Tribe)

Project Location: ☒ Small Urbanized Area
☐ Large Urbanized Area
☐ Rural

Description of services provided and areas served:

Hub City Transit provides an alternative and affordable means of public transportation for the citizens of Hattiesburg. Funded partially by the Federal Transit Administration with yearly allocations, the City of Hattiesburg strives to provide a high-quality transit experience for all. Hub City Transit offers fixed route and para-transit service, and currently operates a total of seven routes. Buses run between 6 a.m. and 6:30 p.m., Monday through Friday, except on the following holidays: New Year's Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

Our fixed route service is available to the public for a minimal fare and can be accessed at any Hub City Transit bus stop. Fixed route passengers may also request reasonable accommodations within the safety guidelines of our services.

Hub City Transit also offers para-transit services Monday through Friday, from 6 a.m. to 6:30 p.m., for qualified individuals with mobility impairments who are unable to use the system's fixed route service. This service is a demand-responsive, advance reservation, address-to-address and door-to-door service. Eligible passengers are not required to live within Hattiesburg City limits of the service area. Wheelchair accessible vehicles are available to assist in transporting persons with disabilities.

Section II. Project Information

About the Project

Project Title: Hub City Transit Bus Stop Improvements

Project Executive Summary:

We are requesting funds from the FTA Buses and Bus Facilities Program to make improvements at bus stops by adding sidewalks, pedestrian signals, and crosswalks at selected bus stop locations.

Project Statement of Work: (Description of Project)

The City of Hattiesburg is requesting assistance to fund improvements at eight (8) project sites that will encompass nineteen (19) bus stop locations. Improvements will include sidewalks, pedestrian signals, and crosswalks. The first two years of the project will include preliminary engineering and design services to determine what is needed at each location, with design plans expected to be complete near the end of the second year. Concurrently with the design phase of the project, the City will pursue acquisition of property in areas where additional right-of-way is needed to complete the project. Once the design, acquisition, and bidding are complete, construction will begin and is estimated to be completed at all sites near the end of the third year of the project period.

If applicable, describe how this application addresses one or more departmental objectives addressed in the NOFO:

Economic Vitality: The project improves access to transit service, encouraging increased use and providing safe, convenient access to businesses and services. Improving business accessibility will increase business patronage. Workers relying on transit will more easily access places of employment. An infrastructure friendlier to pedestrians, bicycles, and wheelchairs will increase Hattiesburg's appeal to non-residents, luring them for employment, shopping, recreation, and personal business.

If applicable, describe how the proposed project is located in or will impact an Opportunity Zone. Please identify the Opportunity Zones impacted:

Fifteen of the 19 project bus stops are located in the following Qualified Opportunity Zones: 28035000800, 28035010700, and 28035010500. This project will improve access to jobs located in Opportunity Zones and made possible by Opportunity Zone legislation, as well as improve access to goods, services, and recreation that can improve the quality of life for those living in OZs.

- Project Type:
- ☐ Bus Replacement
 - ☐ Bus Rehabilitation
 - ☐ Bus Expansion
 - ☐ Bus Facility Replacement
 - ☐ Bus Facility Rehabilitation
 - ☒ Bus Facility Expansion
 - ☐ Bus Equipment
 - ☐ Other

If Other, specify:

Project Budget

Description	QTY	5339(b) Amount	5339(b) Match Amount	Other Federal Funds	Other	Total Cost	
Engineering and Design	1	305,200	130,800	0	0	436,000	☒
Description	QTY	5339(b) Amount	5339(b) Match Amount	Other Federal Funds	Other	Total Cost	
Acquisition	1	266,000	114,000	0	0	380,000	☒
Description	QTY	5339(b) Amount	5339(b) Match Amount	Other Federal Funds	Other	Total Cost	
Construction	1	1,260,000	540,000	0	0	1,800,000	☒
Total:		1,831,200	784,800	0	0	2,616,000	

Matching Funds Information

Matching Funds Amount : (Must match Project Budget Amount)

784,800

Source of Matching Funds:

The local matching funds for this project will come from two sources. A one percent (1%) tax passed in April 2019 generated a surplus above the revenue originally forecast, and that surplus revenue is to be set aside for sidewalk construction. A portion of the match will come from the surplus 1% tax revenue, and the remainder of the match will come from the city's Road and Bridge Fund.

Supporting Documentation of Local Match:

The City of Hattiesburg has approved a resolution to commit to utilizing surplus revenue from a one percent (1%) tax passed in April 2019 for sidewalk construction. Up to \$400,000 across four (4) years of this surplus revenue will be committed to this project. Additionally, in order to provide a 30% local share, the City of Hattiesburg has committed to providing up to \$400,000 across four (4) years from the city's Road and Bridge Fund. A copy of the resolution is included in the attachments, with the file name "Resolution-Match Commitment."

Project Scalability

Is project scope scalable? ☒ Yes ☐ No

If Yes, specify minimum 5339(b) Funds necessary:

700,000

Provide explanation of scalability with specific references to the budget line items above:

The proposed project includes improvements at 8 project sites that will affect bus stops at 19 locations. Should funds be limited, the City of Hattiesburg will prioritize project sites based on an evaluation of need and demand, and the project can proceed with the higher priority sites that can be completed within the award amount. For practical purposes, and to ensure contractor interest, the minimum funds necessary are estimated at a total cost of \$1,000,000 (\$700,000 federal share and \$300,000 local share). A reduction in funds would limit the number of improvements, but improvements at additional bus stops could be addressed at a later time, should funds become available.

Project Timeline (Please be as specific as possible)

Timeline Item Description	Timeline Item Date
Grant Award Approval & Design Contract Approval	11/30/2020
Site Surveys	2/28/2021
Right-of-Way Acquisition, Environmental Review, Utility Relocation	5/31/2022
Design Plan Completion & City Council Approval to Advertise	7/31/2022
Bidding Phase	10/31/2022
Construction Phase	6/30/2023

Congressional Districts (Place of Performance)

Congressional District

MS-004

Section III . Evaluation Criteria

Demonstration of Need

Bus stops should be designed to include features and amenities that create a safe, comfortable, and conveniently accessible waiting, boarding, and alighting environment for all transit passengers. Unfortunately, the City of Hattiesburg has many bus stops that do not

fit these criteria. In order to improve bus stops for our Hub City Transit passengers, and to encourage greater utilization of our transit service, we have identified nineteen (19) bus stop locations in need of enhancements, prioritized based on bus route utilization, and proximity to businesses and residential areas that tend to have more foot traffic and transit users. Proposed enhancements include the addition of sidewalks and other amenities such as crosswalks and pedestrian signals to increase connectivity, accessibility, and safety.

The bus stop locations are designated by bus stop signs. Sidewalks are completely lacking in over half of the bus stop locations selected for this project, and many of the intersections at or near the bus stops are lacking marked pedestrian walkways. As a result, all transit users who live, work, and patronize the businesses in the vicinity of these bus stops, including those in wheelchairs or who otherwise have mobility impairments, are forced to maneuver themselves over curbs and through grass, dirt, and mud to access the bus. Navigating this terrain also poses challenges for transit users carrying items or pushing strollers. No designated space to travel by foot, bicycle, or wheelchair is not only an inconvenience, but also a safety hazard. Transit users forced to travel and/or wait in or close to roadways or driveways are at risk of being injured (or worse) in a traffic collision. Hardy Street, where five of the selected bus stops are located, is one of the busiest and most congested streets in the city—which makes it one of the most hazardous areas in the city for Hub City Transit users. Hardy Street also has a great deal to offer in terms of places of employment, businesses to obtain goods and services, food, entertainment, and health care—which makes it vital that transit users have safe access to these locations.

The exact date that these locations were established as bus stops is unknown, but it is estimated that all of the bus stop locations have been designated bus stops for 7 years, and likely much longer. Construction of sidewalks to connect transit users to the desired bus stop locations is a one-time cost that the city has not been able to fund due to lack of available resources. Utilization of financial resources, including our FTA grant funds, has been focused on the operation of Hub City Transit in the midst of reconstructing the transit facility and replacing the buses that were destroyed in the 2017 tornado. Now, our transit facility has been completed and replacement buses have been acquired, so our focus can shift to projects to further improve our service to our transit users.

Demonstration of Benefits

With the addition of sidewalks at bus stops and other pedestrian amenities such as pedestrian signals and marked walkways, transit users—as well as all other individuals traveling via foot, bicycle, or wheelchair—will enjoy an increased sense of safety and be able to more easily access the transit system, their homes, jobs, health care, and other businesses that provide the goods and services they need. People who could benefit from transit use will be more encouraged to do so, and to do so more frequently, when they have a safer and more comfortable environment in which to travel on foot. Improving access to bus stops and local businesses will also help to increase the patronage of businesses along the bus routes, as it will be easier, more convenient, and safer for pedestrians to get to the businesses.

The greatest benefits will be seen by transit users with mobility impairments, especially those in wheelchairs, who may find it very difficult, if not impossible, to access the bus stops as they are currently. The placement of ADA-compliant sidewalks will give wheelchair users access where they may not have had access before, and will make it easier for them to access businesses in the vicinity of the bus stops.

Sidewalk placement will also include, where possible, a buffer area of green space between 3 and 5 feet, which will separate the roadway from the sidewalk. This distance between the roadway and sidewalk will further increase the safety of people traveling on the sidewalk, by placing a greater distance between them and traffic, reducing the risk of injury due to collisions. The potential for pedestrian-involved crashes will be further reduced with the addition of crosswalks, which will increase the visibility of pedestrians to drivers by signaling drivers to actively watch for pedestrians crossing the street.

Planning and Local/Regional Prioritization

This project is consistent with priorities cited in the 2040 Metropolitan Transportation Plan (MTP), which is the long-range transportation plan for the Hattiesburg Metropolitan Planning Area (MPA). Chapter 3, Goal 6, includes the following objective: increase the ratio of sidewalk and multi-use path length to roadway length in environmental justice/low mobility areas and areas within a half mile of fixed

route transit service. An inventory of existing sidewalks and bicycle facilities conducted for the MTP revealed that sidewalks and bicycle facilities were mostly concentrated in the Central Business Districts of Hattiesburg and in the vicinity of the University of Southern Mississippi, but were severely lacking in all other areas of Hattiesburg—including many of the areas around transit stops. Due to this identified deficiency, it is a priority of the Metropolitan Planning Organization (MPO) and the City of Hattiesburg to work together to make improvements to pedestrian amenities near transit stops. While this project has not been included in the 2019-2022 Transportation Improvement Plan (TIP), if this grant request is awarded Fall 2020, then the TIP can be amended to include this project by the end of calendar year 2020.

Local Financial Commitment

The local matching funds for this project will come from two sources. A one percent (1%) tax passed in April 2019 generated a surplus above the revenue originally forecast, and that surplus revenue is to be set aside for sidewalk construction. A portion of the match will come from the surplus 1% tax revenue, and the remainder of the match will come from the city's Road and Bridge Fund. The City of Hattiesburg has approved a resolution to commit to utilizing, for the local cost share of this project, the surplus 1% tax revenue to be set aside for sidewalk construction. Up to \$400,000 across four (4) years of this surplus revenue will be committed to this project. Additionally, in order to provide a 30% local share, the City of Hattiesburg has committed to providing up to \$400,000 across four (4) years from the city's Road and Bridge Fund to this project. A copy of the resolution is included in the attachments, with the file name "Resolution-Match Commitment."

Project Implementation Strategy

Can this project be obligated within 12 months? ☒ Yes ☐ No

The project will consist of 8 separate project sites. The City will bid each site separately as the design work and right-of-way acquisition for each is completed. This will ensure timely completion of the project as a whole—with no single site delayed unnecessarily due to complexities or challenges at the other sites—and will increase the feasibility of participation for smaller contractors, such as Disadvantaged Business Enterprises (DBEs). Once the grant award is approved, the approval of the design contract for all sites will take place in the first through second months of the project. Site surveys will begin in the second month, and are expected to be completed for all sites during the 5th month. The design plans are expected to reach 50% completion during the 4th month through the 8th month. Right of way acquisition, environmental review, and utility relocation will be conducted during the 5th through 20th months. Design plans are expected to reach 90% completion during the 5th month through the 13th month, and bid document review will also occur during this time. During the 14th month through the 22nd month, the design plans should be 100% complete, and City Council approval to advertise for bids will be obtained. The bidding phase will begin in the 15th month and is expected to be completed in the 25th month, with construction at some sites beginning as early as the 18th month. It is projected that construction should be completed at all sites during month 33. Understanding that delays may occur for a variety of reasons, an allowance for delays was taken into consideration in the development of this timeline. For a detailed breakdown of the timeline per project site, please the attachment labeled "Project Timeline.pdf."

While this project has not been included in the 2019-2022 Transportation Improvement Plan (TIP), if this grant request is awarded Fall 2020, then the TIP can be amended to include this project by the end of calendar year 2020.

Technical, Legal, and Financial Capacity

The City of Hattiesburg has the technical, legal, and financial capacity to undertake this project, as evidenced by many years of experience successfully managing grant-funded projects from a variety of different agencies. The City of Hattiesburg receives grant funds to assist with various projects across several city departments. We have several grants that we are awarded repeatedly on a yearly

basis. Additionally, we have received ongoing funding from the Federal Transit Administration for many years to support the operation of Hub City Transit.

This Workspace form is one of the forms you need to complete prior to submitting your Application Package. This form can be completed in its entirety offline using Adobe Reader. You can save your form by clicking the "Save" button and see any errors by clicking the "Check For Errors" button. In-progress and completed forms can be uploaded at any time to Grants.gov using the Workspace feature.

When you open a form, required fields are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message. Additional instructions and FAQs about the Application Package can be found in the Grants.gov Applicants tab.

OPPORTUNITY & PACKAGE DETAILS:

Opportunity Number:	FTA-2020-006-BUS
Opportunity Title:	Grants for Buses and Bus Facilities Program
Opportunity Package ID:	PKG00258043
CFDA Number:	20.526
CFDA Description:	Buses and Bus Facilities Formula, Competitive, and Low or No Emissions Programs
Competition ID:	FTA-2020-006-BUS
Competition Title:	Grants for Buses and Bus Facilities Program
Opening Date:	01/30/2020
Closing Date:	03/30/2020
Agency:	DOT/Federal Transit Administration
Contact Information:	Mark G. Bathrick Office of Program Management E-mail: mark.bathrick@dot.gov Phone: 202-366-9955

APPLICANT & WORKSPACE DETAILS:

Workspace ID:	WS00442527
Application Filing Name:	Hub City Transit Bus Stop Improvements 2020
DUNS:	0794481300000
Organization:	HATTIESBURG, CITY OF
Form Name:	SF424 Mandatory Form
Form Version:	1.2
Requirement:	Mandatory
Download Date/Time:	Mar 23, 2020 12:24:48 PM EDT
Form State:	No Errors

FORM ACTIONS:

APPLICATION FOR FEDERAL ASSISTANCE SF-424 - MANDATORY

1.a. Type of Submission:

- ☒ Application
☐ Plan
☐ Funding Request
☐ Other

Other (specify):

1.b. Frequency:

- ☒ Annual
☐ Quarterly
☐ Other

Other (specify):

1.d. Version:

- ☒ Initial ☐ Resubmission ☐ Revision ☐ Update

2. Date Received:

Completed by Grants.gov upon submission.

STATE USE ONLY:

3. Applicant Identifier:

5. Date Received by State:

4a. Federal Entity Identifier:

6. State Application Identifier:

4b. Federal Award Identifier:

1.c. Consolidated Application/Plan/Funding Request?

Yes ☐ No ☒

Explanation

7. APPLICANT INFORMATION:

a. Legal Name:

City of Hattiesburg

b. Employer/Taxpayer Identification Number (EIN/TIN):

646000432

c. Organizational DUNS:

0794481300000

d. Address:

Street1:

200 Forrest Street

Street2:

P.O. Box 1898

City:

Hattiesburg

County / Parish:

Forrest

State:

MS: Mississippi

Province:

Country:

USA: UNITED STATES

Zip / Postal Code:

39403-1898

e. Organizational Unit:

Department Name:

Urban Development

Division Name:

Hub City Transit

f. Name and contact information of person to be contacted on matters involving this submission:

Prefix:

Mrs.

First Name:

Jennifer

Middle Name:

Last Name:

Shows

Suffix:

Title: Grant Coordinator

Organizational Affiliation:

Telephone Number: 601-545-4544

Fax Number:

Email: jshows@hattiesburgms.com

APPLICATION FOR FEDERAL ASSISTANCE SF-424 - MANDATORY

8a. TYPE OF APPLICANT:

C: City or Township Government

Other (specify):

b. Additional Description:

9. Name of Federal Agency:

DOT/Federal Transit Administration

10. Catalog of Federal Domestic Assistance Number:

20.526

CFDA Title:

Buses and Bus Facilities Formula, Competitive, and Low or No Emissions Programs

11. Descriptive Title of Applicant's Project:

Hub City Transit Bus Stop Improvements

12. Areas Affected by Funding:

Hattiesburg, MS; Forrest & Lamar Counties

13. CONGRESSIONAL DISTRICTS OF:

a. Applicant:

MS-004

b. Program/Project:

MS-004

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

14. FUNDING PERIOD:

a. Start Date:

10/01/2020

b. End Date:

09/30/2024

15. ESTIMATED FUNDING:

a. Federal (\$):

1,831,200.00

b. Match (\$):

784,800.00

16. IS SUBMISSION SUBJECT TO REVIEW BY STATE UNDER EXECUTIVE ORDER 12372 PROCESS?

☐ a. This submission was made available to the State under the Executive Order 12372 Process for review on:

☐ b. Program is subject to E.O. 12372 but has not been selected by State for review.

☒ c. Program is not covered by E.O. 12372.

APPLICATION FOR FEDERAL ASSISTANCE SF-424 - MANDATORY

17. Is The Applicant Delinquent On Any Federal Debt?

Yes ☐ No ☒

[Explanation](#)

18. By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I Agree ☒

** This list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

Mr.

First Name:

Toby

Middle Name:

Last Name:

Barker

Suffix:

Title:

Mayor

Organizational Affiliation:

Telephone Number:

6015454601

Fax Number:

Email:

mayor@hattiesburgms.com

Signature of Authorized Representative:

Completed by Grants.gov upon submission.

Date Signed:

Completed by Grants.gov upon submission.

Attach supporting documents as specified in agency instructions.

[Add Attachments](#)

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Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, April 7, 2020

Re: Ratification of submitted 2019 Consolidated Annual Performance and Evaluation Report (CAPER)
File Number: 2020-225
Minute Book #

Summary

Ratification of submitted 2019 Consolidated Annual Performance and Evaluation Report (CAPER)

Recommendation Statement

I recommend ratification of the 2019 Consolidated Annual Performance and Evaluation Report (CAPER)

Please place this on the April 7, 2020 City Council meeting for consideration.

City of Hattiesburg

2019 Consolidated Annual Performance and Evaluation Report (CAPER)

Program Year January 1, 2019 — December 31, 2019

**Presented to the U.S. Department of Housing and Urban Development
March 31, 2019
City of Hattiesburg
Department of Urban Development
Community Development Division (CDD)
200 Forrest Street
Hattiesburg, MS 39401**

2019 CAPER

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Appendix A — Map of 2019 Projects by Type

Appendix B – Citizen Participation Record

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The 2019 CAPER describes the results of activities undertaken and completed by and through the City of Hattiesburg's Community Development Division to produce the outcomes identified in the 2019 Annual Action Plan for the period of January 1, 2019 – December 31, 2019. This is the 2nd CAPER for the 2018-2022 Consolidated Plan.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Down Payment Assistance	Affordable Housing	HOME: \$	Homeowner Housing Added	Household Housing Unit	0	0		5	0	0.00%
Down Payment Assistance	Affordable Housing	HOME: \$	Direct Financial Assistance to Homebuyers	Households Assisted	10	0	0.00%			
Economic Development	Non-Housing Community Development	CDBG: \$	Jobs created/retained	Jobs	3	0	0.00%	2	0	0.00%
Economic Development	Non-Housing Community Development	CDBG: \$	Businesses assisted	Businesses Assisted	3	0	0.00%	2	0	0.00%

Housing Programs (including Affordable Housing)	Affordable Housing	CDBG: \$ / HOME: \$	Rental units rehabilitated	Household Housing Unit	2	2	100.00%			
Housing Programs (including Affordable Housing)	Affordable Housing	CDBG: \$ / HOME: \$	Homeowner Housing Added	Household Housing Unit	4	0	0.00%	1	0	0.00%
Housing Programs (including Affordable Housing)	Affordable Housing	CDBG: \$ / HOME: \$	Homeowner Housing Rehabilitated	Household Housing Unit	50	13	26.00%	8	7	87.50%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

All CDBG and HOME funds expended were directed toward addressing the priorities and objectives identified in the City's Action Plan and Consolidated Plan. Continued concentration has been on housing needs as the highest priority. These priority needs areas are: substantial rehabilitation of owner occupied units, basic rehabilitation/emergency repairs, downpayment assistance, development of new affordable housing done through one or more of the City's CHDO. To promote economic development the City will also revive the façade and microenterprise programs; in 2019, the city continued to review the prior program policies in preparation to update them and begin taking applications in 2020.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG	HOME
White	0	0
Black or African American	6	2
Asian	0	0
American Indian or American Native	0	0
Native Hawaiian or Other Pacific Islander	0	0
Total	6	2
Hispanic	0	0
Not Hispanic	0	0

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	561,417	482,061
HOME	public - federal	284,296	103,525

Table 3 - Resources Made Available

Narrative

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description

Table 4 – Identify the geographic distribution and location of investments

Narrative

Programs undertaken in 2019 included activities eligible citywide, including homeowner-occupied rehabilitation and emergency repair. Activities also included one CHDO project for the acquisition and rehabilitation of a home to become an affordable rental unit. Though not required to be a part of a particular neighborhood, activities undertaken in 2019 were almost exclusively in low-income neighborhoods or census tracts.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

While the City of Hattiesburg is not required to match CDBG or HOME funds from a compliance standpoint, the city highly values the network of other local agencies with similar community development missions. The City of Hattiesburg continues to partner with subrecipients and other non-profit organizations in the community in order to better disseminate community development funds more broadly. Sometimes these organizations seek to use our funds to leverage other financial resources. Twin Forks Rising CDC has applied for Federal HOME Loan Bank monies to support its housing activities. Whether or not these organizations are able to leverage additional funds, they provide leverage in the form of non-financial resources in their areas of expertise (housing counseling, legal services, homelessness related resources, and services for those with HIV/AIDS), their facilities and their community reports. In addition to formal arrangements with subrecipients, CHDO's, the Community Development Division continues to engage other organizations and build a professional network of other service providers that are working to improve the city its communities.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	0
2. Match contributed during current Federal fiscal year	0
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	0
4. Match liability for current Federal fiscal year	0
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	0

Table 5 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match

Table 6 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at begin-ning of reporting period \$	Amount received during reporting period \$	Total amount expended during reporting period \$	Amount expended for TBRA \$	Balance on hand at end of reporting period \$
0	0	0	0	0

Table 7 – Program Income

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Dollar Amount	99,540	0	0	99,540	0	0
Number	2	0	0	2	0	0
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
	Total	Women Business Enterprises	Male			
Contracts						
Dollar Amount	99,540	0	99,540			
Number	2	0	2			
Sub-Contracts						
Number	0	0	0			
Dollar Amount	0	0	0			

Table 8 - Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 9 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition						
Parcels Acquired		0		0		
Businesses Displaced		0		0		
Nonprofit Organizations Displaced		0		0		
Households Temporarily Relocated, not Displaced		0		0		
Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 10 – Relocation and Real Property Acquisition

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	14	8
Number of Special-Needs households to be provided affordable housing units	0	0
Total	14	8

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	1	0
Number of households supported through Rehab of Existing Units	8	8
Number of households supported through Acquisition of Existing Units	5	0
Total	14	8

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

Goals are set taking into consideration a certain unknown in the number of applications the city may receive for Down Payment Assistance and in the type of CHDO projects that may come forward in the application process. Goals are conservative in areas other than rehabilitation of existing units, because the city intends to recognize that those types of activities are valuable to a well-rounded toolkit of community development activities. For instance, while a goal of one new production unit was listed theoretically to enable a CHDO to construct a new unit, the CHDO project ultimately selected involved

the rehab of an existing unit instead. Another considerable difference in the one-year goal and the actual accomplishment resulted from the city and HUD staff working throughout the year to re-write the policies and procedures for the Down Payment Assistance Program. That program is expected to get more traction in 2020.

Discuss how these outcomes will impact future annual action plans.

Aggressive recruitment of qualified, competent and capable non-profit agencies that can successfully perform the activities funded by CDBG and HOME dollars, will be a positive impact on accomplishing action plan goals. The city also anticipates expanding the pool of qualified contractors in 2020 and in actively marketing a newly revised Down Payment Assistance program.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	3	2
Low-income	3	0
Moderate-income	0	0
Total	6	2

Table 13 – Number of Households Served

Narrative Information

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Pinebelt Coalition on Homelessness, which was formed in partnership with the city, local providers and homeless advocates, continues to work to impact homeless individuals through a number of positive ways. The network has increased knowledge of services available which in turn allows agencies, the faith community, and advocates to concentrate on how a specific individual can be uplifted. The Coalition acts as the regional committee for the Balance of State Continuum of Care (CoC) and as such, coordinates the annual Point In Time (PIT) homeless count for the area. Additionally, surveys are conducted with detailed questions regarding the variety of services accessed, needed, or denied. The Pinebelt Coalition leadership uses this valuable information to further advocacy and awareness. Each participating agency providing service in the Hattiesburg area is linked to Mississippi United to End Homelessness (Balance of State) which is continuing to work toward a coordinated system of referrals. The members of the Pinebelt Coalition advocate for funding that will help move homeless persons into housing quickly through the CoC Rapid Re-housing Program and other funding mechanisms.

Members of the CoC include agencies that represent a broad continuum of services – emergency shelter, day shelter, food kitchens, faith-based, transitional shelter, disabled services, veterans' housing, domestic violence shelter, healthcare, and permanent supportive housing. Each agency through the Coalition is connected to what is available and what is not. Annual awareness events such as Veteran's Stand Down and Homeless Memorial by the Coalition members provide continuing access to homeless persons and those at high risk of being homeless.

In 2019, the City of Hattiesburg, in partnership with Pinebelt Mental Healthcare Resources, opened a homelessness resource center - intended to provide certain day shelter type services, but more importantly to create a hub for multiple agencies offering services commonly needed to help those facing homelessness. Additionally, the city's Homelessness Coordinator continues to actively participate in weekly outreach to locate homeless individuals, identify their needs, and work to pair them with appropriate available resources.

Addressing the emergency shelter and transitional housing needs of homeless persons

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care

facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

In 2013, the City entered into an agreement with a subrecipient to develop permanent supportive housing in Hattiesburg, and the City entered into various subrecipient agreements with non-profits providing services for the homeless (or those at risk) and other special needs populations, which can serve both an immediate basic need such as food or shelter, as well as supportive services that may help prevent individuals and families from becoming homeless again. The agency is working to resolve some outstanding issues in order to begin producing housing.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Continuum of Care (CoC), and its respective agencies remain current in regard to the needs of the homeless community and coordinates to the extent feasible given limited resources, to identify and serve individuals that may be discharged from publicly funded institutions. Additionally, the City's Homelessness Coordinator actively participates in outreach to locate homeless individuals, to document their needs and situation, and to help pair them with available, appropriate resources, which includes access to housing in as many circumstances as possible.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City of Hattiesburg stands ready to assist the housing authority. In recent years, the housing authority sought and received city support in its application to make considerable upgrades to one of the authority's larger properties. The City has also held town hall style meetings at housing authority properties in recent years to enable residents to voice concerns and desires directly to the Mayor and directors of various city departments in terms of how city services might be improved.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The City of Hattiesburg attends quarterly Resident Advisory Council meetings of the Housing Authority. The Housing Authority works closely with PRVO, The First Bank and other lending institutions in promoting home ownership. The city of Hattiesburg provides information and promotions related to the Down Payment Assistance Program to Housing Authority residents via distribution of flyers, attending monthly resident meeting and quarterly RAC meetings.

Actions taken to provide assistance to troubled PHAs

The Hattiesburg Housing Authority is not a "troubled" PHA. The Hattiesburg Housing Authority is a 2019, \$750,000 grant recipient from BancorpSouth Bank administered by FHLB Dallas.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City's zoning ordinance and related regulations are conducive to affordable housing development. As public policies are concerned, the only notable barrier to affordable housing is developing within flood zones where FEMA regulations create limitations on the value and costs of rehabilitation that can take place on existing structures. Historically, new affordable housing has not been created in flood zones when using CDBG or HOME funds because of the challenges of meeting the development requirements and the increased cost burden the additional insurance premiums place on homeowners. The City has communicated to partner agencies and CHDOs that such new developments are possible given compliance with certain development and insurance requirements. Though it impacts a small area, in 2019 the City established a new local historic district. While the existence of a local district may place special construction requirements on the development of property, it also serves to alleviate some of the limitations that may exist due to flood zones. The City continually reviews land use regulations, recommending amendments where warranted, though staff has found that land code and the process provided is not particularly limiting when it comes to constructing affordable housing.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The implementation of various HUD programs presupposes compliance with a variety of guidelines such as the environmental approval process. Many of the dilapidated structures are relatively old and contain lead based paint. The presence of such often increase the rehabilitation cost (in accordance with Title X of the Housing and Community Development Act of 1992) and result in the project being deemed infeasible. Other requirements found at 40 CFR and 24 CFR part 58 often result in the inability of the city to provide service to those who ironically have the greatest need. The City regularly researches and applies for other funding sources that may help alleviate specific challenges such as lead based paint. In 2019, acknowledging the rising costs of construction and the time elapsed since the last update, elected to increase the maximum amount available per substantial rehab by \$10,000, which may help to ensure that fewer houses are found infeasible due to obstacles like remediations.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City continues to seek other funding sources to supplement HUD-funded programs in order to allow for additional work to be done, to avoid becoming hindered by the cost of lead abatement, and to generally leverage HUD-funding for greater overall impact.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City continues its partnership with Breakthrough Community Services and Habitat for Humanity to identify families and individuals in poverty and/or those without the means to make emergency repairs to their homes. The Pinebelt Coalition on Homelessness carries on administering its meal program for LMI and disabled persons. Former subrecipient, Domestic Abuse Family Shelter, continues to house and provide supportive services to victims of domestic violence. The AIDS Services Coalition is continuing its mission to provide housing, nutrition, and other supportive services to those living with HIV/AIDS.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City participates in the quarterly CRA Advisory Board meetings and has hosted quarterly Housing Roundtable through which different housing and social service organizations collaborate to address housing challenges. The Pinebelt Coalition on Homelessness also serves as a networking opportunity for city staff and furthers the local institutional structure.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City's continued series of town hall meetings in neighborhoods throughout the city include directors from various city departments as well as the Mayor's office. The Administration and Urban Development in particular have regular contact with the larger property manager firms in the city. These activities and relationships create an opportunity in which referrals for service or other appropriate introductions can be made.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The city continues to consider impediments that may exist as a result of land code or development regulations. The city works to engage its riders/citizens of changes related to transit services. The city continued hosting its annual Disability Awareness Day in 2019 in conjunction with Community Development Week to continue raising awareness. As housing condition and affordability remain an impediment for some that are already housed, the city continued to focus on homeowner occupied housing rehabilitation in 2019 with CDBG and HOME funding. And in 2019, staff worked to update the Down Payment Assistance program policies, which in part, will result in marketing efforts to also include promotion of credit counseling and financial literacy.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Each year, including 2019, the City monitors any subrecipient and CHDO that had open and active agreements with the City of Hattiesburg in the course of that year. In 2019, that included monitoring both Breakthrough Community Services and the Hattiesburg Area Habitat for Humanity related to a subrecipient agreements for Emergency Repair of homeowner-occupied housing and also monitoring Breakthrough Community Services as it related to CHDO agreements active in 2019. City staff contacts organizations in need of monitoring at least a couple of weeks in advance to schedule an agreeable date for a monitoring visit. Following the monitoring visit, the organization is provided written response, including any concerns, findings, and any follow-up action required with appropriate deadlines for response. The city and the organization remain in contact on the matter until any findings are resolved.

In addition to formal monitoring visits, the city is afforded the opportunity to monitor throughout the course of activities through environmental review, review of work write-ups, review of documentation accompanying draw requests, and on-site inspections that can help confirm that requests for draws are proportionate to the amount of work completed.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

A public notice was published in the Hattiesburg Post on March 12 and 19, 2020, alerting the public that a draft CAPER was available for review. The notice described that a public comment period was open from March 12 through March 30, 2020, and that a public hearing was set for 5:30 p.m., March 30, 2020 at City Hall. The notice also provided that the draft was available on the city's website at www.hattiesburgms.com/community-development and physically at five (5) locations in Hattiesburg, including City Hall, the main branch of the library, one county facility, and certain community centers. This notification and hearing complies with the Citizen Participation Plan requirement that a 15-day period be afforded for public review and comment on the CAPER.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

While there were no changes in 2019 that specifically impacted the funding attributed to 2019 grant funds, the city received considerable interest in 2019 for considering the use of CDBG funds toward the creation of public community facilities. This interest resulted in a proposed amendment in late 2019 to impact funding from 2018 in order to shift funding away from housing programs to fund a community facility project. Likewise, the city's proposed allocation of CDBG funds for 2020 (Action Plan still underway) included additional funds for a public community facility project. While the funding shift of 2018 funds took funds from housing programs, housing programs remain the highest priority; sufficient funding remains from other program years with which the city can continue to focus on the housing program priority.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-50 - HOME 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

Two properties, both owned by Breakthrough Community Services and the result of past CHDO projects (1205 Country Club Rd and 506 Hall Ave), are within their period of affordability. Both properties were inspected in 2018 and no deficiencies were identified. Based on the 3-year schedule required in 92.504(d), neither address was required to receive an inspection by city staff in 2019.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)

Following a 2018 monitoring visit and action requested by the Fair Housing office of HUD's Field Office in Jackson, MS, the City of Hattiesburg has continued to comply with requests made as it relates to affirmative marketing. Some specific steps included periodic review of the city's wait list for housing rehabilitation work in an effort to find opportunity to purge the list as possible, and steps include periodically reopening periods of time in which new applicants can be added. Steps have included staff, subrecipient, and CHDO training as it relates to fair housing, affirmative marketing, and limited English proficiency actions. Additionally, the city has updated its Down Payment Assistance program brochure and will use that in 2020 along with a marketing strategy to promote the program and create education opportunities related to fair housing.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

The City of Hattiesburg neither received nor used any program income in 2019.

Describe other actions taken to foster and maintain affordable housing. 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 91.320(j)

In 2019, the City continued to work on updating its policies and procedures for the Down Payment Assistance program. New marketing materials and a strategy in keeping with the Affirmative Fair Housing Marketing Plan will be implemented in 2020 to get the DPA program active again. These efforts are expected to help foster affordable housing as well as educate the public regarding fair housing protections.

Citizen Participation
2019 CAPER

On March 12 and 19, 2020, the City published a Notice of Availability, Public Hearing and Public Comment Period regarding a draft 2019 CAPER. As spelled out in the notice, the draft document was made available at locations in City Hall as well as four (4) other public locations in Hattiesburg. The notice described a public comment period to run through March 30, 2020, which is in compliance with the Citizen Participation Plan. The notice also provided details of a public hearing on March 30 to hear comments related to the draft document.

Due to health concerns related to COVID-19, as the date for the public hearing approached, the City took additional steps to inform the public via its website and social media that the draft document was available on the City's website and that it was highly encouraged to submit comments electronically, though the public hearing would still be an option.

As it happened, there were no comments submitted electronically or in any other way during the comment period, and the only attendees were two City staff members who were available to administer the hearing. Given the ongoing health concern with COVID-19, and the fact that it is typical for the CAPER draft to receive no comments, this lack of attendance or comment is not viewed in a negative light.

There being no comments that would warrant edits to the draft, this Citizen Participation Record is to be added and the CAPER submitted on 3/31/2020 as drafted.

###

**NOTICE OF AVAILABILITY, PUBLIC HEARING, AND
PUBLIC COMMENT PERIOD REGARDING:
2019 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR
HOUSING AND COMMUNITY DEVELOPMENT PROGRAMS**

ATTENTION: ALL HATTIESBURG, MISSISSIPPI RESIDENTS

The City of Hattiesburg, Mississippi, as required by the U.S. Department of Housing and Urban Development, has prepared a DRAFT 2019 Consolidated Annual Performance and Evaluation Report (CAPER). The report provides details on the activities proposed and completed during the 2019 program year using Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) entitlement funds.

The draft report is available at www.hattiesburgms.com/community-development and will be available for review beginning March 12, 2020, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, through March 30, 2020, at the following locations:

City Hall
200 Forrest Street
City Clerk's Office
Hattiesburg, MS 39401

Hattiesburg Public Library
329 Hardy Street
Hattiesburg, MS 39401

Forrest County Court House
641 Main Street
Hattiesburg, MS 39401

Jackie Dole Sherrill
Community Center
220 W. Front Street
Hattiesburg, MS 39401

C.E. Roy Community Center
300 East 5th Street
Hattiesburg, MS 39401

NOTICE is hereby given that the City of Hattiesburg, Community Development Division has scheduled a public hearing for Monday, March 30, 2020 at 5:30 p.m. in the City Council Chambers of City Hall for the purpose of affording citizens of Hattiesburg an opportunity to comment on the Draft CAPER.

Comments related to the performance report may be mailed to the attention of Petra Wingo at the City of Hattiesburg, Community Development Division, P.O. Box 1898, Hattiesburg, Mississippi 39403-1898, or delivered to City Hall, First Floor, Community Development Division, 200 Forrest Street. Written comments may also be emailed to pwingo@hattiesburgms.com. Comments will be considered through March 30, 2020.

To ensure compliance with the Americans with Disabilities Act (ADA), persons with disabilities that require aids or services to participate may contact the Department of Urban Development at (601) 545-4675; or e-mail shall@hattiesburgms.com in advance of meetings to make arrangements.

PUBLISH Twice in the Legal Section: Thursday, March 12, 2020 and Thursday, March 19, 2020.

PUBLIC HEARING SIGN-IN SHEET

Project:	City of Hattiesburg 2019 CAPER
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Meeting Date:	March 30, 2020
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Facilitator: Andrew Ellard / Petra Wingo

Place/Room: City Hall | Council Chambers | 5:30 p.m.

[illegible]



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Kermas Eaton, City Clerk

cc:

Date: Tuesday, April 7, 2020

Re: Ratification of corrected Agreement with PropertyRoom.com to auction property on inventory at the Hattiesburg Police Department previously approved on March 3, 2020.
File Number: 2020-241
Minute Book #

Summary

On March 3, 2020 the council approved the attached Agreement but there were pages skipped when the file was uploaded. All of the pages have now been inserted into the file.

Recommendation Statement

I recommend approval of the corrected agreement.

Please place this on the April 7, 2020 City Council meeting for consideration.

This Asset Disposition Services Agreement ("Agreement") is made by and between PropertyRoom.com, Inc., a Delaware corporation ("Contractor") and _____ ("Owner"). The Agreement is effective upon Owner's signature date ("Effective Date").

Whereas Contractor's business involves surplus asset management, selling, auction, disposition and related services ("Services"); and

Whereas Contractor desires to provide Services to Owner and Owner desires Contractor to provide Services subject to this Agreement.

Now therefore, in consideration of premises above and mutual covenants and agreements set forth herein, Contractor and Owner agree as follows.

Any other municipal, county, or state government agency located within the same state as Owner may also procure Services under this Agreement under the same terms and conditions stated in this Agreement by executing an adoption agreement with Contractor based upon this Agreement.

1. **Items Requiring Services.** Owner will identify items ("Assets") it desires to provide to Contractor for Services. Contractor retains the right to accept or reject certain Assets in its sole discretion.

2. **Title to Assets.** Owner shall retain, at all times, legal title to Assets unless and until Assets are purchased or otherwise disposed of according to the Agreement, at which time Owner will be deemed to have transferred title directly to an Asset purchaser or other acquirer ("Buyer") identified by Contractor. Owner appoints Contractor as its representative and instrumentality to hold and offer Assets for sale, on Owner's behalf, in accordance with the Agreement. Owner appoints Contractor as its attorney-in-fact to sign any and all documents necessary to assign to Buyers all of Owner's rights, title and interest in and to Assets sold or disposed. Cash receipts, accounts receivable, contract rights, notes, general intangibles, and other rights to payment of any kind arising out of Asset sales ("Proceeds") belong to Owner. Contractor may withhold from Proceeds amounts owed to Contractor and any third parties in connection with Services, which amounts shall be disbursed by Contractor on Owner's behalf. Contractor will remit remaining balances to Owner ("Owner Net Proceeds").

3. Term and Termination

This Agreement shall commence on the Effective Date and shall continue for an initial term of one (1) year from the Effective Date and thereafter will automatically renew for consecutive one (1) year terms unless written

notice of non-renewal is provided by either party to the other at least sixty (60) days prior to the expiration of the then current term.

- a. Either Owner or Contractor (the "Party" or "Parties") may terminate the Agreement upon thirty (30) days prior notice to the other Party.
- b. The rights of the Parties to terminate the Agreement are not exclusive of any other rights and remedies available at law or in equity, and such rights will be cumulative. Exercising any such right or remedy will not preclude exercising these or any other rights and remedies.
- c. Upon any termination or expiration, Contractor may continue to provide Services for any unsold Assets then in the possession of Contractor. Alternatively, Owner may, at Owner's expense, arrange for the return of Owner Assets.

4. Payment for Services

- a. **Fees.** Fees for Contractor Services appear in signed addendums to this Agreement.
- b. **Remittance of Proceeds.** Once a month, Contractor will remit Owner Net Proceeds from sales completed the prior month. Sales are deemed completed when all items from an asset list line-item are sold, paid for and shipped. Contractor may defer payment of any amount less than \$250 until such time as the amount owed Owner equals or exceeds \$250.
- c. **Invoices.** If monthly Proceeds do not cover amounts owed, Contractor and Owner will mutually agree for Contractor to either:
 - (1) Invoice Owner for Services, net of Proceeds collected, or
 - (2) Accrue and carry-over unpaid balances, invoicing Owner when negative balances persist for six (6) consecutive months.
- d. **Reporting.** Each month, Contractor will publish a standard online report containing information related to Owner Assets, Services provided, Fees and Owner Net Proceeds.

5. **Contractor Obligations.** Contractor may utilize subcontractors in its performance of Services, provided Contractor shall be responsible for any breach of this Agreement by such subcontractors. With respect to delivering Services:

- a. Contractor shall maintain insurance covering Assets against fire, theft, and extended coverage risks ordinarily included in similar policies.
- b. For auction Services, Contractor will use organic marketing techniques ("OMT") to increase bidding on Owner Assets. OMT may include, but not be limited to, email, publicity related to this Agreement, and facilitation of

clickable links on Owner website(s) to websites used by Contractor for Asset sales.

6. Asset Lists

- a. **Manifest & Asset Lists.** Owner will complete paperwork reasonably necessary to convey custodial possession of Assets to Contractor, such as written manifests or Asset lists (the "Asset Lists") describing items in sufficient detail for proper identification. Contractor owns exclusive rights to sell Assets described in Asset Lists provided by Owner for a period of 120 days from the date Owner releases an Asset to Contractor for sale and Owner will not grant any such rights to any third party (or itself sell the applicable Assets).
- b. **Excluded Assets.** Owner agrees it will not knowingly provide illegal or hazardous Assets or Assets that infringe intellectual property rights of any third party ("Excluded Assets"). In the event Contractor identifies any item as an Excluded Asset, Contractor shall have the right to suspend, cancel, or unwind any sale or disposal of such Excluded Asset.

7. Salability of Assets.

- a. Owner states Assets subject to Services are legally available for sale to the general public; and
- b. If required, Owner has taken necessary actions for transfer of Asset title(s) to Buyers.

- 8. Books and Records.** Contractor will keep complete and accurate books of account, records, and other documents with respect to the Agreement ("Books and Records") for at least 3 years following Agreement expiration or termination. Upon reasonable notice, Books and Records will be available for inspection by Owner, at Owner's expense, at the location where Books and Records are regularly maintained, during Contractor's normal business hours.

- 9. Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and assigns. Neither Party may assign any of its obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed, provided that Contractor may assign this Agreement without such consent to a successor in interest by way of a merger, consolidation, or sale of all or substantially all of Contractor's assets.

- 10. Notices.** Any notice or other communication given under the Agreement will be in writing and delivered by hand, sent by facsimile (provided

acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail or sent by any nationally recognized overnight courier service to the addresses provided in the Owner information section. Notices sent by registered mail or national overnight carrier shall be effective upon delivery. The Parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by written notice to the other Party. A change of address will take effect upon receipt of notice unless a later date is otherwise specified.

- 11. Interpretation.** Whenever possible, each provision of the Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement. The Agreement headings are inserted for convenience of reference only and shall not constitute a part hereof.

- 12. Governing Law.** The internal law, and not the law of conflicts, of the state in which Owner is located will govern all questions concerning construction, validity and interpretation of the Agreement and the performance of the obligations imposed by the Agreement. The proper venue for any proceeding at law or in equity will be the state and county in which the Owner is located, and the Parties waive any right to object to the venue.

- 13. Further Assurances.** Contractor and Owner will each sign such other documents and take such actions as the other may reasonably request in order to effect the relationships, Services and activities contemplated by the Agreement and to account for and document those activities.

- 14. Relationship of the Parties.** No representations or assertions will be made or actions taken by either Party that could imply or establish any joint venture, partnership, employment or trust relationship between the Parties with respect to the subject matter of the Agreement. Except as expressly provided in the Agreement, neither Party will have any authority or power whatsoever to enter into any agreement, contract or commitment on behalf of the other, or to create any liability or obligation whatsoever on behalf of the other, to any person or entity.

Asset Disposition Services Agreement

15. **Force Majeure.** Neither Party will be liable for any failure of or delay in performance of the Agreement for the period that such failure or delay is due to acts of God, public enemy, war, strikes or labor disputes, or any other cause beyond the Parties' reasonable control (each a "Force Majeure"), it being understood that lack of financial resources

will not to be deemed a cause beyond a Party's control. Each Party will notify the other Party promptly of any Force Majeure occurrence and carry out the Agreement as promptly as practicable after such Force Majeure is terminated. The existence of any Force Majeure will not extend the term of the Agreement.

This Agreement, together with one or more signed addendums attached hereto, comprises the entire agreement between Contractor and Owner relating to Services and supersedes any prior understandings, agreements, or representations by or between the parties, whether written or oral.

<u>OWNER</u>	
Signature	_____
Name	_____
Title	_____
Date	_____

<u>CONTRACTOR</u>	
Signature	_____
Name	_____
Title	_____
Date	_____

OWNER INFORMATION & AGREEMENT OPTIONS SELECTED

Owner Name:	Account #:
Street Address:	Cooperative Purchasing Agreement? Sourcewell ☐ Other (Please specify) _____ ☐ Member #: _____
City, State/Province, Postal Code, Country:	Resolution of Unpaid Monthly Service Fees: Balance carry-over ☐ Monthly Invoice ☐
Telephone:	Fax:
Primary Contact: Name _____ Work _____ Mobile _____ Email _____	Secondary Contact: Name _____ Work _____ Mobile _____ Email _____

1. This addendum ("Addendum") is attached to and made part of the Asset Disposition Services Agreement dated _____ ("Agreement") between Contractor and Owner. In the event of a conflict between the provisions of the Agreement, this Addendum and any prior agreement or Agreement addendum, this Addendum will govern.
2. **Definitions.**
 - a. **Winning Bid.** "Winning Bid" means the highest amount committed and paid by a Buyer of a sold Asset. Winning Bid does not include shipping & handling, buyer premiums, or other fees, if any, nor does Winning Bid include an amount a Buyer commits but fails to pay.
 - b. **Sales Price.** "Sales Price" equals the Winning Bid plus shipping & handling, shipping insurance and sales tax paid by a Buyer.
 - c. **Payment Processing Costs.** Payment processing costs equal 3% of Sales Price ("PP Costs").
 - d. **Success Fee.** For sold Assets, Owner will pay Contractor a Services fee equal to a percent of profits or Winning Bids as specified below ("Success Fee").
 - e. **Buyer Premiums.** Notwithstanding anything to the contrary herein, Contractor may collect a Winning Bid percent fee from a Buyer, typically referred to as a "Buyer's Premium".
3. **Services Offered.** Contractor provides a suite of Services referenced herein. Upon mutual agreement of Owner and Contractor, Contractor may provide all or any combination of Services. Contractor will use commercially reasonable efforts to deliver Services.
 - a. **Portables Auction Service ("Portables").** Applying to Assets small enough for pick-up by Contractor via box truck or common carrier shipment, excluding firearms, Contractor will transport, test and/or authenticate (if applicable and practicable), erase or destroy memory media (in the case of electronics), image, store, list and sell Assets via public internet auction on one or more Contractor selected websites. Owner will pay Contractor a Success Fee as described below.
 - (1) **Non-bicycle Asset Success Fee.** For non-bicycle assets, Success Fee equals 50% for the first \$1,500 of a Winning Bid amount and 25% of Winning Bid amount, if any, over \$1,500.
 - (2) **Bicycle Asset Success Fee.** For bicycle assets, Success Fee equals 85% of the Winning Bid.
 - (3) **Net Proceeds.** For each Portables Asset, Owner Net Proceeds equals Winning Bid less Success Fee less PP Costs.
 - (4) **Fuel Surcharge.** If quarterly retail diesel prices, as published by the U.S. Energy Information Administration, rise above the level shown in the table below, a fuel surcharge ("Fuel Surcharge") will be deducted from Owner Net Proceeds for each Portable Manifest picked up at Owner's location.

Retail Diesel (per gal)	Fuel Surcharge
< \$ 2.50	\$ 0.00
\$ 2.50 to \$ 2.99	\$ 12.40
\$ 3.00 to \$ 3.49	\$ 24.80
\$ 3.50 to \$ 3.99	\$ 37.20*

* Table continues at same rate of \$12.40 increments per \$0.50 per gal change in Retail Diesel.

- (5) **Shipping Fee.** If assets are transported via common carrier and not picked up by Contractor, the shipping fee will be deducted from Owner Net Proceeds.
- b. **Firearms Auction Service.** This service is restricted to Owner firearm assets ("Firearm Assets") legally available for public sale in the United States. Contractor is compliant with ATF, Title 18, U.S. Code Ch. 44 and NFA (26 U.S.C., Ch. 53), as well as applicable state and local laws. Contractor may work with one or more subcontractors ("Subcontractor") for storage and processing of Firearm Assets.

Contractor will deliver Firearm Assets disposition services beginning with the collection and transport of Firearm Assets to a Federal Firearms Licensee ("FFL") holder ("Recipient FFL" or "Partner FFL"). Subsequently, Contractor and Recipient FFL will store, catalog, image, list for public internet auction, process purchaser payment and ship Firearms Assets to another FFL holder ("Transferee FFL") that will administer final physical transfer to purchaser ("Buyer") in compliance with applicable federal, state, and local laws. Owner will pay Contractor a Success Fee as described below.

 - (1) **Success Fee.** For Firearm Assets, Success Fee equals 50% for the first \$1,500 of a Winning Bid amount and 25% of Winning Bid amount, if any, over \$1,500.

(2) **Net Proceeds.** For each Firearm Asset, Owner Net Proceeds equals Winning Bid less Success Fee less PP Costs.

c. **In Place Auction Service ("In Place").** Applying to Assets that Owner and Contractor mutually agree to auction in place, Contractor will sell In Place Assets via public internet auction on one or more Contractor selected websites using descriptions and digital images supplied by Owner. Owner will maintain physical control of In Place Assets and transfer possession to Buyers after sale. Owner will pay Contractor a Success Fee as described below.

(1) **Success Fee.** For each In Place Asset, Success Fee equals 2.5% of Winning Bid.

(2) **Net Proceeds.** For each In Place Asset sold at auction, Winning Bid less Success Fee less PP Costs equals Owner Net Proceeds.

d. **Haul Away Auction Service ("Haul Away").** Applying to fleet vehicles and equipment, Contractor will tow Assets to, or take delivery at, Yards. Contractor will store, image, describe, list and sell Haul Away Assets via public internet auction on one or more Contractor selected websites. Contractor may work with one or more subcontractors ("Subcontractor") for storage and processing of Assets at Yards. Owner will pay Contractor a Success Fee as well as other fees as specified below.

(1) **Success Fee.** For each Haul Away Asset, Success Fee equals 12.5% of Winning Bid.

(2) **Tow & Miscellaneous Fees.** Tow and Miscellaneous Service Fees are indicated in fee schedule below that specifies tow processes and related fees for Owner-specific needs ("Tow & Miscellaneous Fee Schedule"). The Tow & Miscellaneous Fee Schedule will distinguish between Assets that can be hauled away on a standard vehicle transporter (such as automobiles and light trucks) from over-sized Assets (e.g., cranes, buses, backhoes).

Haul Away Auction Service – Tow and Miscellaneous Fee Schedule			
Fee Type	Fee Description	Rate Description	Rate Per Asset
<i>Light Tow</i>	Light duty vehicles up to 11,000 GVWR	Per vehicle towed	First 30 miles free. \$10 for every 10 miles over the 1st 30 free miles
<i>Medium Tow</i>	Medium duty vehicles 11,001 - 33,000 GVWR and oversized vehicles such as an F-350 w/ dual wheels, etc.)	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Heavy Tow</i>	Heavy duty vehicles 33,001+ GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Re-list / Re-run</i>	Fee for re-listing asset more than three (3) times due to any type of owner imposed bidding restriction	Per re-list of asset on 4 th or subsequent attempt	\$35 / re-list
<i>Storage - light & medium duty</i>	Storage for assets stored for any reason other than awaiting auction	Per day over 30 days after pickup date	\$5 / day
<i>Storage - heavy duty</i>	Storage for assets stored for any reason other than awaiting auction	Per day over 30 days after pickup date	\$8 / day
<i>De-identification</i>	De-identifying assets	Charged in 15 minute increments for the labor to de-identify	\$20 / quarter hour
<i>Decal Removal</i>	Removal of a decal	Charged in 15 minute increments for the labor to perform decal removal	\$20 / quarter hour; \$45 minimum charge per vehicle (\$45 maximum charge per vehicle for Light Duty Vehicles)

(3) **Net Proceeds.** For each Haul Away Asset, Winning Bid less the sum of Success Fee, Tow & Miscellaneous Fees, and PP Costs equals Owner Net Proceeds.

e. **Impound Storage & Auction Service ("Impound").** Applying to citizen vehicles seized and or impounded by Owner, Contractor will receive tows of Impound Assets at tow yard facilities ("Yards"), storing Assets while Owner decides whether to release to a citizen or auction. For release-to-citizen vehicles ("Released Vehicles"), Contractor will process and collect fees from citizens. For auctioned vehicles, Contractor will store, image, describe and sell Impound Assets via public internet auction on one or more Contractor selected websites. Contractor may work with one or more sub-contractors

("Subcontractor") for storage and processing of Assets at Yards. Owner will pay Contractor a Success Fee as well as other fees as specified below.

- (1) **Success Fee.** For each Impound Asset sold at auction, Success Fee equals 12.5% of the Winning Bid.
- (2) **Tow & Miscellaneous Fees.** Tow and Miscellaneous Service Fees are indicated in fee schedule below that specifies tow processes and related fees for Owner-specific needs ("Tow & Miscellaneous Fee Schedule"). The Tow & Miscellaneous Fee Schedule will distinguish between Assets that can be hauled-away on a standard vehicle transporter (such as automobiles and light trucks) from over-sized Assets (e.g., cranes, buses, backhoes).
- (3) **Storage Fees.** Impound storage fees are indicated in the fee schedule below. Owner retains rights to charge citizens higher storage fees for Released Vehicles and Contractor will collect those storage fees along with other citizen fees set by Owner, such as tow charges, administrative charges, court processing fees, etc. ("Citizen Payments"). In the event that Assets are stored for an extended period of time without being released by Owner for auction, Owner agrees to reimburse Contractor for such storage fees in a manner to be mutually agreed upon.

Impound Storage & Auction Service – Tow and Miscellaneous Fee Schedule			
Fee Type	Fee Description	Rate Description	Rate Per Asset
<i>Light Tow</i>	Light duty vehicles up to 11,000 GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Medium Tow</i>	Medium duty vehicles 11,001 - 33,000 GVWR and oversized vehicles such as an F-350 w/ dual wheels, etc.)	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Heavy Tow</i>	Heavy duty vehicles 33,001+ GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Re-list / Re-run</i>	Fee for re-listing asset more than three (3) times due to any type of owner imposed bidding restriction	Per re-list of asset on 4 th or subsequent attempt	\$35 / re-list
<i>Owner Storage Fees</i>	Daily storage for assets stored and awaiting auction	Per day	\$8 / day
<i>Citizen Storage Fees</i>	Daily storage for release vehicles	Per day	\$15 / day
<i>De-identification</i>	De-identifying assets	Charged in 15 minute increments for the labor to de-identify	\$20 / quarter hour
<i>Decal Removal</i>	Removal of a decal	Charged in 15 minute increments for the labor to perform decal removal	\$20 / quarter hour; \$45 minimum charge per vehicle (\$45 maximum charge per vehicle for Light Duty Vehicles)

- (4) **Net Proceeds.** For each Impound Asset, the sum of Winning Bid and Citizen Payments less the sum of Success Fee, Tow & Miscellaneous Fees, Owner/Citizen Storage Fees and PP Costs equals Owner Net Proceeds.

4. **Modifications.** Contractor may, from time to time, modify Standard Fees & Services. To effect a fee change, Contractor will provide Owner advance written notice which will include an update to this Addendum.

<u>OWNER</u>	
Signature	_____
Name	_____
Title	_____
Date	_____

<u>CONTRACTOR</u>	
Signature	_____
Name	_____
Title	_____
Date	_____

PROPERTYROOM.COM NEW ACCOUNT SET-UP



After receiving the signed agreement, we will provide you with a user name and password for access to our Agency Web online reporting system. This will allow you to track status of all assets you give to us to sell from the time of listing to the sale and collection of the funds and remittance of the funds to your account (and will allow you historical data 24/7/365.). Please answer the following questions so that we can get your new account established in our system.

1. *Check payable to* information and the address where checks are to be mailed.

2. Main pick-up location for assets. (If more than one location, please specify)

3. Main contact's name, title, phone number, fax number, and email address. The main contact will (a) receive a Welcome Call from our Client Services Department; (b) receive mailed bar codes; (c) be contacted every thirty (30) days for scheduling pickups; and (d) have primary access to the Agency Web system for tracking and auditing.

**PROPERTYROOM.COM
NEW ACCOUNT SET-UP**



4. Name, title, phone number, and email address of any additional department personnel requiring access to our Agency Web reporting system.

5. Name, email address, and phone number of the person responsible for the department's website so our IT team can coordinate with adding a notice to the public link on your website.

6. Two possible dates and times for you and/or your main contact(s) to receive a Welcome Call from our Client Services Manager. We will then confirm the date and time as soon as we get internal confirmation from our Client Services Manager. Upon call meeting time, we will send you a free dial-in conference call phone number and access code.

7. Name, telephone, and email address of the person responsible for media relations in your department to work with our Marketing Department regarding any media inquiries.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc: Andrew Ellard, Director, Russell Archer

Date: Tuesday, April 7, 2020

Re: Acknowledge receipt of request filed by P&L Rental LLC, Agustina & Oscar Leal, Owners, to appeal the Hattiesburg Historic Conservation Commission's Denial of the petition filed by P&L Rental LLC to paint exterior brick at 512 6th Ave. The HHCC Denied on March 11, 2020. Set a public hearing before City Council on June 2, 2020 at 4:00 p.m. and authorize publication of Public Notice setting an Appeal Public Hearing.
File Number: 2020-230
Minute Book #

Summary

Set Appeal Hearing – Hattiesburg Historic Conservation Commission (HHCC) – 512 6th Avenue

Recommendation Statement

Set Appeal Hearing – Hattiesburg Historic Conservation Commission (HHCC) – 512 6th Avenue

Please place this on the April 7, 2020 City Council meeting for consideration.



Send to:
Ginger Maddox, Planning Manager
Dept. of Urban Development
P.O. Box 1898
Hattiesburg, MS 39403
601.554.1031 or fax 601.545.1962

**REQUEST TO APPEAL HISTORIC CONSERVATION COMMISSION
DECISION**

Today's Date: 03/12/2020
Historic Conservation Commission Meeting Date: 03/11/2020 <i>(Appeals must be made within 10 consecutive days of the decision)</i>
Name of Property Owner/Petitioner: P & L Rental LLC / AGUSTINA LEAL
Name of Person Requesting Appeal Hearing: AGUSTINA LEAL & OSCAR LEAL
Mailing Address of Person Requesting Appeal Hearing: 203 Southampton Rd Hattiesburg, MS 39401
Address of Petitioned Property: 512 6th Ave. Hattiesburg MS 39401
Petitioner's Request of the Historic Commission: PAINT exterior brick of the house
Historic Commission's Decision: Approve ☐ or Deny ☒

I/We hereby APPEAL the Historic Conservation Commission Decision for the above referenced petition and request to hold a Public Hearing before the Hattiesburg City Council.

Agustina Leal
Petitioner (signature)

Petitioner (signature)



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Sylvester London, Division Manager

cc:

Date: Tuesday, April 7, 2020

Re: Acknowledge receipt of the two quote docket as provided for in 31-7-13(b) of the Mississippi Code of 1972
File Number: 2020-229
Minute Book #

Summary

Acknowledge receipt of the two quote docket as provided for in 31-7-13(b) of the Mississippi Code of 1972

Recommendation Statement

Attached is the unadvertised bid docket for the period of February 24, 2020 through March 29, 2020, 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.

Please place this on the April 7, 2020 City Council meeting for consideration.

SUCCESSFUL BID/ OTHER BID	BID RECEIVED	BID AWARDED	BID AMOUNT	PURCHASE ORDER	ITEM DESCRIPTION
EDDIE PEARSON ROOFING, LLC PACE ROOFING	02/25/20 02/24/20	02/26/20 02/26/20	13,094.64 33,400.00	197362	REPAIR HANGAR 3 ROOF AS NEEDED TO RESTORE P
NEWELL PAPER COMPANY ELKINS WHOLESALE INC	02/20/20 02/21/20	02/27/20 02/27/20	6,920.29 12,699.00	197418	1 26" COMMERCIAL/INDUSTRIAL SCRUBBER/VACUUM
WALKER CONSTRUCTION RJM MCQUEEN CONTRACTING INC	02/21/20 02/21/20	02/28/20 02/28/20	47,475.00 53,900.00	197443	REPAIR BRIDGE EROSION AT 4 LOCATIONS PER AT
FAIRLEY CONSTRUCTION SERVICES INC WALKER CONSTRUCTION RJM MCQUEEN CONTRACTING INC	03/04/20 03/04/20 02/28/20	03/05/20 03/05/20 03/05/20	33,200.00 52,500.00 98,841.44	197653	REPAIR HUTCHINSON AVE BRIDGE PER ATTACHED P
WEBBS PAINT COMPANY JACKSON, ROOSEVELT III	03/05/20 03/04/20	03/09/20 03/09/20	7,325.00 7,644.00	197720	SAN ANTONIO-WASH & REPAINT TRAILERS AND PRE
HUB CITY CONSTRUCTION INC SULLIVAN, B W BLDG CONTRACTOR INC	03/03/20 03/12/20	03/13/20 03/13/20	14,778.00 15,900.00	197908	CITY HALL 2ND FLOOR-OFFICE RENOVATIONS
INDUSTRIAL CHEMICALS INC HARCROS CHEMICALS INC	03/13/20 03/16/20	03/23/20 03/23/20	6,975.00 7,065.00	198053	SOLB BAGS OF LIME FOR WATERPLANTS
HUGHES SUPPLY SOLAR SUPPLY INC	03/11/20 03/11/20	03/23/20 03/23/20	4,785.26 5,475.20	198061	REPLACEMENT OF AC UNITS @ BEN MCNAIR GYM AR

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

Page Date 03/05/201

VENDOR MAILING: FAIRLEY CONSTRUCTION SERVICES INC
828 HIGHWAY 11
PETAL MS 39465-2038

WAITS, SHARON (601) 5454640

VENDOR # 00093138

SHIP TO: CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

POINT OF CONTACT:

PROCESSING CODE:

PROJECT LINE: REPAIR HUTCHINSON AVE BRIDGE PER ATTACHED PLANS

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
072201.7210.05	HUTCHINSON AVE BRID Contractor to make repairs to Hutchinson Ave Bridge per the attached plans.	1.00	EA	33,200.0000	33,200.00

SEND METHOD 1 (601)5440638

TOTAL CONTRACT AMOUNT NOT TO EXCEED 33,200.00

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.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

KERMA'S EATON
CITY CLERK

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. : : 1
Date : : 2/12/20
Order Number : : 2946 00FAIRLEY CONSTRUCTION SERV
828 HIGHWAY 11
PETAL MS 39465-2038Mail To. : : CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME

Phone Number : : 601 5454512

SIGNATURE

DATE 3/4/2020

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: REPAIR HUTCHINSON AVE BRIDGE PER ATTACHED PLANS

ITEM DESCRIPTION

Request Date

Unit Price

UM

QTY

Extended Cost

Delivery Date

Expired Date

HUTCHINSON AVE BRID

Contractor to make repairs to Hutchinson Ave Bridge per the attached plans.

02/12/20

EA 33,200.00

1.00

\$ 33,200.00

9/30/20

9/30/20

TOTAL BID PRICE \$33,200.00



Wm Construction LLC
344 HWY 13
Wiggins, MS 39577

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. : : : 1
Date : : : 2/12/20
Order Number : : : 2946 OQ

Mail To. : : : CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Jamie Walker

Phone Number . . 601 5454512

SIGNATURE [Signature] DATE 3-4-2020

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: REPAIR HUTCHINSON AVE BRIDGE PER ATTACHED PLANS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
HUTCHINSON AVE BRID Contractor to make repairs to Hutchinson Ave Bridge per the attached plans.	02/12/20	1.00	EA	52,500.00	52,500.00	3-5-20	6-15-20

TOTAL BID PRICE 52,500.00

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 2/12/20
Order Number 2946 OQRJM MCQUEEN CONTRACTING I
80 RAMSEY MCQUEEN ROAD
COLLINS MS 39428Mail To. . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME

Angelle D. Keys

SIGNATURE

Angelle D. Keys

DATE

2/28/2020

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: REPAIR HUTCHINSON AVE BRIDGE PER ATTACHED PLANS

ITEM DESCRIPTION

Request
Date

QTY UM

Unit
PriceExtended
CostDelivery Date Expired
Date

HUTCHINSON AVE BRID

Contractor to make repairs to Hutchinson Ave Bridge per the
attached plans.

02/12/20

1.00

EA

*98841.44**98841.44**02/26/20 09/31/20*

TOTAL BID PRICE

98841.44

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

POINT OF CONTACT:

Page Date 02/28/20
PO No. 197443
Req No. 2947

VENDOR MAILING:
WALKER CONSTRUCTION LLC
344 HIGHWAY 13
WIGGINS MS 39577-8811

WAITS, SHARON
MINUTE BOOK # PENDING
VENDOR # 00087353

(601) 5454640

SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: REPAIR BRIDGE EROSION AT 4 LOCATIONS PER ATTACHED PLANS

SEND METHOD 1 ()

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
072201.7210.05	GORDON CREEK SITE 1	1.00	EA	23,740.0000	23,740.00
072201.7210.05	GORDON CREEK SITE 2	1.00	EA	5,345.0000	5,345.00
072201.7210.05	CAMPBELL LOOP	1.00	EA	5,820.0000	5,820.00
072201.7210.05	CAMPBELL DRIVE Contractor to repair erosion at 4 locations per the attached plans.	1.00	EA	12,570.0000	12,570.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED

47,475.00

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 FORM

WALKER CONSTRUCTION LLC
344 HIGHWAY 13
WIGGINS MS 39577-8811

Mail To: . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Tamie Walker

Phone Number . . . 601 5454512

SIGNATURE [Signature] DATE 2-21-20

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: REPAIR BRIDGE EROSION AT 4 LOCATIONS PER ATTACHED PLANS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
GORDON CREEK SITE 1	02/12/20	1.00	EA	23,740.00	23,740.00	4-1-20	6-1-20
GORDON CREEK SITE 2	02/12/20	1.00	EA	5,345.00	5,345.00	4-1-20	6-1-20
CAMPBELL LOOP	02/12/20	1.00	EA	5,820.00	5,820.00	4-1-20	6-1-20
CAMPBELL DRIVE Contractor to repair erosion at 4 locations per the attached plans.	02/12/20	1.00	EA	12,570.00	12,570.00	4-1-20	6-1-20

TOTAL BID PRICE \$47,475.00

[Signature]





A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov.
Log In Log In
Login.gov FAQs

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 03/14/2020 from 8:00 AM to 3:00 PM

Search Results

Current Search Terms: walker construction LLC*

Total records: 1

Result Page: 1

Your search for walker construction LLC* returned the following results...

Entity	
J WALKER CONSTRUCTION LLC	
DUNS: 117041955	CAGE Code: 8BBV8
Has Active Exclusion?: No	DoDACC:
Expiration Date: 05/06/2020	Debt Subject to Offset?: No
Purpose of Registration:	

Status: Active

View Details

Save PDF Export Results Print

Save PDF Export Results Print

Sort by: Relevance Order by: Descending



IRAH-P-20200214-1547
WWW4

Search Records
Data Access
Check Status
About
Help
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USA.gov

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Infractors found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date - 2/12/20
Order Number : : 2947 OQRJM MCQUEEN CONTRACTING I
80 RAMSEY MCQUEEN ROAD
COLLINS MS 39428Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401PRINTED NAME Angelle D. Keys

Phone Number . . 601 5454512

SIGNATURE Angelle D. Keys DATE 2/21/2020

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: REPAIR BRIDGE EROSION AT 4 LOCATIONS PER ATTACHED PLANS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
GORDON CREEK SITE 1	02/12/20	1.00	EA	32,000.00	32,000.00	03/30/20	09/31/20
GORDON CREEK SITE 2	02/12/20	1.00	EA	4,800.00	4,800.00	04/01/20	09/31/20
CAMPBELL LOOP	02/12/20	1.00	EA	2,700.00	2,700.00	04/02/20	09/31/20
CAMPBELL DRIVE Contractor to repair erosion at 4 locations per the attached plans.	02/12/20	1.00	EA	14,400.00	14,400.00	04/03/20	09/31/20

TOTAL BID PRICE \$53,900.00

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:

WAITTS SHARON
 MINUTE BOOK # PENDING
 VENDOR # 00011924

VENDOR MAILING:
 NEWELL PAPER COMPANY
 5192 HIGHWAY 42
 PO DRAWER 1749
 HATTIESBURG MS 39403-1749

SHIP TO:
 CITY OF HATTIESBURG
 ENGINEERING/PUBLIC SERVICES
 212 WEST FRONT STREET-CENTENNIAL BLDG
 HATTIESBURG MS 39401

Page Date 02/27/20
 PO No. 197418
 Req No. 2948

PROJECT LINE: 1 26" COMMERCIAL/INDUSTRIAL SCRUBBER/VACUUM
 Account #

PROCESSING CODE:			
SEND METHOD	1	(601)5455349	
UM	UNIT COST	TOTAL COST	
EA	6,920.2900	6,920.29	
QTY			
1.00			
26" SCRUBBER VACUUM			
ONE 26" COMMERCIAL/INDUSTRIAL SCRUBBER/VACUUM MEETING OR			
EXCEEDING ATTACHED SPECIFICATIONS.			

086300.7295.06

TOTAL CONTRACT AMOUNT NOT TO EXCEED

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

Page NO. : : : 2/18/20
Date : : : 2948 OQ
Order Number : : :

NEWELL PAPER COMPANY
5192 HIGHWAY 42
PO DRAWER 1749
HATTIESBURG MS 39403-1749

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

Paul Rogers

SIGNATURE

DATE *2-20-20*

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: 1 26" COMMERCIAL/INDUSTRIAL SCRUBBER/VACUUM

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
26" SCRUBBER VACUUM	02/18/20	1.00	EA	<i>\$6920.29</i>	<i>\$6920.29</i>		<i>3-20-20</i>

ONE 26" COMMERCIAL/INDUSTRIAL SCRUBBER/VACUUM MEETING OR EXCEEDING ATTACHED SPECIFICATIONS.

TOTAL BID PRICE *\$6920.29*



London, Sylvester

From: Gonsoulin, Sid
Sent: Thursday, February 27, 2020 11:10 AM
To: Waits, Sharon; London, Sylvester
Cc: Gallaspy, Emily; McGee, Chris
Subject: FW: 26" autoscrubber specs

Sharon and Sylvester, we are good to go with awarding the PO to Newell Paper. I just wanted to get clarification on the specification requirements. Thanks Sid

From: Paul Rogers [mailto:PRogers@newellpaper.com]
Sent: Wednesday, February 26, 2020 1:16 PM
To: Gonsoulin, Sid <sgonsoulin@hattiesburgms.com>
Subject: 26" autoscrubber specs

Here are your requested specs compared side by side to the Betco machine we quoted.

You requested:
Betco Machine:

1 26" autoscrubber	Betco
Stealth ASD26BT has a 26" cleaning path	31,970 per
Productivity per square foot of 21,000 to 32,000 per hour	2 13"
Pad width minimum 26"	.75 scrub
pads create a 26" pad width	Scrub
Brush motor, .74-.75 hp/200-225 rpm	16 gal
head at 225 rpm	.20 hp
Brush pressure desired 150 lbs	Squeegee
pressure rated at 99 lbs	Up to 3
Solution/recovery tanks 16-23 gal/19-25 gal	10 year
solution tank, 19 gal recovery tank	Warranty, 10 years on solution tanks, 3 years all parts and labor, 1 year charger and batteries
drive motor, .3 hp	on tanks, housings, and molded vacuum assemblies; 3 year on parts and labor; 1 year on battery chargers and batteries
Squeegee width, 35-36"	
width, 36"	
Vacuum motor, .75 hp	
On board charging with 2 gel pac maintenance free batteries	
volt, 110 AH AGM (gel) maintenance free batteries with on board charging	
3 hour run time	
hour run time	

Thanks again for the opportunity to do business with you. Newell Paper and I count it an honor.

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 2/18/20
Order Number 2948 QQELKINS WHOLESALE INC
803 S. MAGNOLIA ST
PO BOX 2278
LAUREL MS 39442-2278Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME

Kyle Knight

Phone Number . . . 601 5454512

SIGNATURE

[Signature] DATE 2/21/20

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: 1 26" COMMERCIAL/INDUSTRIAL SCRUBBER/VACUUM

ITEM DESCRIPTION

26" SCRUBBER VACUUM
ONE 26" COMMERCIAL/INDUSTRIAL SCRUBBER/VACUUM MEETING OR
EXCEEDING ATTACHED SPECIFICATIONS.Request
Date 02/18/20

QTY 1.00 EA

Unit
Price 12,699Extended
Cost 12,699Delivery
Date 3/13/20Expired
Date 8/27/20TOTAL BID PRICE \$12,699

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

POINT OF CONTACT:

VENDOR MAILING:
EDDIE PEARSON ROOFING, LLC
PO BOX 1528
HATTIESBURG MS 39403-1528

WAITS, SHARON
MINUTE BOOK # PENDING
VENDOR # 00098124

(601) 5454640

SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: REPAIR HANGAR 3 ROOF AS NEEDED TO RESTORE PRE-DAMAGE CONDITI

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
039551.7295.99	HANGAR 3 ROOF REPAIR BOBBY L CHAIN AIRPORT HANGAR 3 ROOF AS REQUIRED TO RESTORE BUILDING TO PRE-STORM / PRE-DAMAGE CONDITION.	1.00	EA	13,094.6400	13,094.64

TOTAL CONTRACT AMOUNT NOT TO EXCEED 13,094.64

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.

KERVAS EATON
CITY CLERK

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 2/21/20
Order Number 2949 00EDDIE PEARSON ROOFING, LL
PO BOX 1528
HATTIESBURG MS 39403-1528Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . . 601 5454512

PRINTED NAME Eddie Pearson RoofingSIGNATURE [Signature] DATE 2-25-2020

Shipping terms are F.O.B. destination. freight prepaid

PROJECT LINE: REPAIR HANGAR 3 ROOF AS NEEDED TO RESTORE PRE-DAMAGE CONDITI

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
HANGAR 3 ROOF REPAIR BOBBY L. CHAIN AIRPORT HANGAR 3 ROOF AS REQUIRED TO RESTORE BUILDING TO PRE-STORM / PRE-DAMAGE CONDITION.	02/21/20	1.00	EA	13,094.104		7/8/20	

TOTAL BID PRICE 13,094.104
Lana Miller

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 2/21/20
Order Number 2949 OQPACE ROOFING
PO BOX 444
PETAL MS 39465-0444Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401PRINTED NAME PACE ROOFING- L.L.C.

Phone Number . . 601 5454512

SIGNATURE Michael DATE 2/24/20

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: REPAIR HANGAR 3 ROOF AS NEEDED TO RESTORE PRE-DAMAGE CONDITI

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
HANGAR 3 ROOF REPAIR BOBBY L. CHAIN AIRPORT HANGAR 3 ROOF AS REQUIRED TO RESTORE BUILDING TO PRE-STORM / PRE-DAMAGE CONDITION.	02/21/20	1.00	EA		0.	3 days	45 days

TOTAL BID PRICE 33,400.00

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# 64-60000432

Page 1
Date 03/13/20

PO No. 197908
Req No. 2951

VENDOR MAILING:
HUB CITY CONSTRUCTION INC
607 CORRINE ST #C-6
HATTIESBURG MS 39401

JONES, ANN
MINUTE BOOK # PENDING
VENDOR # 00078549

(601) 5454661

SHIP TO :
CITY OF HATTIESBURG
SEE BELOW FOR DELIVERY

PROCESSING CODE:

PROJECT LINE: CITY HALL 2ND FLOOR-OFFICE RENOVATIONS

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
-----------	-------------	-----	----	-----------	------------

001092.6350

VENDOR SHALL PROVIDE MATERIAL, LABOR, AND EQUIPMENT TO RENOVATE THE BACK FIVE OFFICES ON THE 2ND FLOOR. VENDOR SHALL PREP FLAKING & PEELING WALLS, PLASTER SHEETROCK AS NEEDED, SAND, PRIME AND PAINT THREE (3) OFFICES. VENDOR SHALL REMOVE EXISTING CARPET AND REPLACE WITH NEW TO MATCH HALLWAY CARPET IN ALL FIVE (5) OFFICES. VENDOR SHALL BUILD LOUVER COVERING FOR HVAC UNIT TO DIRECT STEAM FROM CONTACT WITH EXTERIOR OF SIDE OF BUILDING. VENDOR SHALL COORDINATE ALL COLORS WITH CITY OF HATTIESBURG AND TO REVIEW THE PROJECT FOOTPRINT IN ADVANCE OF BID

TOTAL CONTRACT AMOUNT NOT TO EXCEED 14,778.00

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
STATE REQUEST FOR PROPOSAL FORMHBE CITY CONSTRUCTION INC
814 CORLINE ST #2-6
HATTIESBURG MS 39401Pay No. : : :
Date: 2/16/20
Order Number : : : 2951 00Mail To. : : :
CITY OF HATTIESBURG
PURCHASING DIVISION
220 N FRONT ST 2ND FLOOR
HATTIESBURG MS 39401

Phone Number : : 501 5454512

PRINTED NAME Scott PipkinsSIGNATURE Scott Pipkins DATE 3/3/20

PROJECT LINE: CITY HALL 2ND FLOOR-OFFICE RENOVATIONS

Shipping terms are F.O.B. destination, freight prepaid

ITEM DESCRIPTION	Request Rate	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
1.00 EA							

THE CITY OF HATTIESBURG, MISSISSIPPI, HEREBY REQUESTS PROPOSALS FOR THE SUPPLY AND DELIVERY OF THE FOLLOWING MATERIALS AND EQUIPMENT TO BE USED IN THE RENOVATION OF THE SECOND FLOOR OF THE CITY HALL. THE MATERIALS AND EQUIPMENT TO BE SUPPLIED SHALL BE OF THE FOLLOWING DESCRIPTIONS:

1.00 EA

TOTAL BID PRICE \$14,778

mbw
3-12-2020

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. : : : 1
Date : 2/26/20
Order Number : : 2951 OQHCB 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 1895
HATTIESBURG MS 39401

PRINTED NAME

Scott Pipkins

Phone Number : : 601 5454512

SIGNATURE *Scott Pipkins* DATE *3/3/20*

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: CITY HALL 2ND FLOOR-OFFICE RENOVATIONS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
VENDOR SHALL PROVIDE MATERIAL, LABOR, AND EQUIPMENT TO RENOVATE THE BACK FIVE OFFICES ON THE 2ND FLOOR. VENDOR SHALL PREP FLAKING & PEELING WALLS, PLASTER SHEETROCK AS NEEDED, SAND, PRIME AND PAINT THREE (3) OFFICES. VENDOR SHALL REMOVE EXISTING CARPET AND REPLACE WITH NEW TO MATCH HALLWAY CARPET IN ALL FIVE (5) OFFICES. VENDOR SHALL BUILD LOUVERED COVERING FOR HVAC UNIT TO DIRECT STEAM FROM CONTACT WITH EXTERIOR OF SIDE OF BUILDING. VENDOR SHALL COORDINATE ALL COLORS WITH CITY OF HATTIESBURG AND TO REVIEW THE PROJECT FOOTPRINT IN ADVANCE (OF BID)	02/25/20	1.00	EA				

TOTAL BID PRICE \$14,778

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMB W SULLIVAN BUILDING CON
4451 HWY 49
HATTIESBURG MS 39401Page No. 1
Date - 2/26/20
Order Number 2951 OQMail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . . 601 5454512

PRINTED NAME B.W. Sullivan Bldg. Cont. INC.SIGNATURE [Signature] DATE 3-12-2020

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: CITY HALL 2ND FLOOR-OFFICE RENOVATIONS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
VENDOR SHALL PROVIDE MATERIAL, LABOR, AND EQUIPMENT TO RENOVATE THE BACK FIVE OFFICES ON THE 2ND FLOOR. VENDOR SHALL PREP FLAKING & PEELING WALLS, PLASTER SHEETROCK AS NEEDED, SAND, PRIME AND PAINT THREE (3) OFFICES. VENDOR SHALL REMOVE EXISTING CARPET AND REPLACE WITH NEW TO MATCH HALLWAY CARPET IN ALL FIVE (5) OFFICES. VENDOR SHALL BUILD LOUVERED COVERING FOR HVAC UNIT TO DIRECT STEAM FROM CONTACT WITH EXTERIOR OF SIDE OF BUILDING. VENDOR SHALL COORDINATE ALL COLORS WITH CITY OF HATTIESBURG AND TO REVIEW THE PROJECT FOOTPRINT IN ADVANCE OF BID	02/25/20	1.00	EA	15,900.00	15,900.00	5-11-10	6-11-20

TOTAL BID PRICE \$15,900.00

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

POINT OF CONTACT:

VENDOR MAILING:
JAMES C WEBB SR. COMPANY
dba WEBBS PAINT COMPANY
36 JOYCLYN DRIVE
MOSELLE MS 39459

LEWIS, AKIRA
MINUTE BOOK # PENDING
VENDOR # 00111671

(601) 5454667

SHIP TO
CITY OF HATTIESBURG
GROUNDS MAINTENANCE
139 PARKWAY BLVD
HATTIESBURG MS 39401

Page
Date 03/09/201

PO No. 197720

Req No. 2952

PROCESSING CODE:

PROJECT LINE: SAN ANTONIO-WASH & REPAINT TRAILERS AND PRESSBOX		SEND METHOD 1		()	
Account #	Description	QTY	UM	UNIT COST	TOTAL COST
002300.6999	PRESSURE WASH BLEACHERS TO REMOVE ALL MILDEW INCLUDING THE FRONT CONCRETE AREAS	1.00	EA	800.0000	800.00
002300.6999	REPAINT BLEACHERS SAME COLOR	1.00	EA	3,050.0000	3,050.00
002300.6999	PRESSURE WASH FRONT SIDES, BACK AND FACEBOARDS OF TRAILERS, AND REPAINT THE FACEBOARDS OF BOTH TRAILERS	1.00	EA	800.0000	800.00
002300.6999	PRESSURE WASH EXTERIOR PRESSBOX AND REPAINT SAME COLOR	1.00	EA	1,575.0000	1,575.00
002300.6999	PRESSURE WASH WOODEN RAMPS ON THE FRONT ENTRANCE AND BACK ENTRANCE OF EACH TRAILER (2) AND SEAL RAMPS WITH A STAIN COAT ON EACH TRAILER	1.00	EA	750.0000	750.00
002300.6999	WASH AND REPAINT GOAL POST SAME COLOR (2)	1.00	EA	350.0000	350.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED

7,325.00

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 FORM

ROOSEVELT JACKSON III
905 MONTEREY LANE
HATTIESBURG MS 39402

Page No. 1
Date 3/02/20
Order Number 2952 OQ

Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Roosevelt Jackson III Phone Number . . . 601 5454512

SIGNATURE Roosevelt Jackson III DATE 3/4/20

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: SAN ANTONIO-WASH & REPAINT TRAILERS AND PRESSBOX

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
PRESSURE WASH BLEACHERS TO REMOVE ALL MILDEW INCLUDING THE FRONT CONCRETE AREAS	02/28/20	1.00	EA	\$2,000.00			
REPAINT BLEACHERS SAME COLOR	02/28/20	1.00	EA	\$3,822.00			
PRESSURE WASH FRONT SIDES, BACK AND FACEBOARDS OF TRAILERS, AND REPAINT THE FACEBOARDS OF BOTH TRAILERS	02/28/20	1.00	EA	\$722.00			
PRESSURE WASH EXTERIOR PRESSBOX AND REPAINT SAME COLOR	02/28/20	1.00	EA	\$500.00			
PRESSURE WASH WOODEN RAMPS ON THE FRONT ENTRANCE AND BACK ENTRANCE OF EACH TRAILER (2) AND SEAL RAMPS WITH A STAIN COAT ON EACH TRAILER	02/28/20	1.00	EA	\$300.00			
WASH AND REPAINT GOAL POST SAME COLOR (2)	02/28/20	1.00	EA	\$300.00			

TOTAL BID PRICE \$7,644.00

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
 PURCHASE ORDER
 CITY OF HATTIESBURG

POINT OF CONTACT:

ACKER, REBECCA
 MINUTE BOOK #
 VENDOR # 90096305

(601) 5454944
 SHIP TO :
 CITY OF HATTIESBURG
 REC-RECREATION CENTER(OLD YMCA)
 300 N 12TH AVENUE
 HATTIESBURG MS 39401

PO No. 198061
 Req No. 2959

Page Date 03/23/20

VENDOR MAILING:
 HAJOCA CORPORATION
 dba HUGHES SUPPLY
 1526 N MAIN ST
 HATTIESBURG MS 39401-1972

PROJECT LINE: REPLACEMENT OF AC UNITS @ BEN MCNAIR GYM AREA
 SEND METHOD 1 (484)3987040

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
077650.7150.19	COIL MULTIPOSITION COIL	2.00	EA	528.5340	1,057.07
077650.7150.19	3PH AC 230V 13SR 3PH AC 230V	2.00	EA	1,213.7200	2,427.44
077650.7150.19	100MBTU GAS	2.00	EA	650.3790	1,300.76
077650.7150.19	5 TON R-410A TXV SPECIFICATIONS TO INSTALL 2 UNITS AT BEN MCNAIR PARTS MULTIPOSITION COIL, 3PH AC 230V, 5T 100MBTU GAS, 5TON R-410A	2.00	EA	.0000	

TOTAL CONTRACT AMOUNT NOT TO EXCEED 4,785.27

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

QUOTE REQUEST RESPONSE FORM

HAIJICA CORPORATION
404 HILBERT STREET
1526 N MAIN ST
BATTISBURG MS 39401-1972

Date: 3/10/20
Order Number: 293 OQ

Mail To: CITY OF BATTISBURG
PURCHASING DIVISION
240 N FRONT ST. 2ND FLOOR
PO BOX 1898
BATTISBURG MS 39401

PRINTED NAME: Shelby Smith
SIGNATURE: Shelby Smith
DATE: 3/10/20

Phone Number: 601 5454512

Shipping terms are F.O.B. destination. Freight prepaid

PROJECT LINE: REPLACEMENT OF AC UNITS @ BEN MCNAIR GYM AREA

COIL	ITEM DESCRIPTION	Request Date	QTY	UN	Unit Price	Extended Cost	Delivery Date	Expired Date
REPLACEMENT COIL		03/10/20	2.00	EA	528.534	1057.07	3/13/20	4/11/20
3PH AC 230V 13SR 3PH AC 230V		03/10/20	2.00	EA	1213.72	2427.44	3/13/20	4/11/20
100MBTU GAS		03/10/20	2.00	EA	650.379	1300.76	3/13/20	4/11/20
5 TON 2-4-0A TAV SPECIFICATIONS TO INSTALL 2 UNITS AT BEN MCNAIR PARTS REPLACEMENT COIL. 3PH AC 230V. ST 100MBTU GAS. ITEM # 410A		03/10/20	2.00	EA	0.00	0.00		

TOTAL BID PRICE: 4785.27

Rebecca P. Smith



* Please note the last line item (txv) comes in the coil.

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 3/10/20
Order Number 2959 00SOLAR SUPPLY, INC.
401 PROVIDENCE ST
HATTIESBURG MS 39402-1922Mail 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

3/11/20

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: REPLACEMENT OF AC UNITS @ BEN MCNAIR GYM AREA

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
COIL MULTIPOSITION COIL	03/10/20	2.00	EA	498.00	997.00	3/11/20	4/11/20
3PH AC 230V 133R 3PH AC 230V	03/10/20	2.00	EA	1618.00	3237.00		
100MBTU GAS	03/10/20	2.00	EA	577.00	1154.00		
5 TON R-410A TXV SPECIFICATIONS TO INSTALL 2 UNITS AT BEN MCNAIR PARTS MULTIPOSITION COIL, 3PH AC 230V, 5T 100MBTU GAS, STON R-410A	03/10/20	2.00	EA	430.00	860.00		

TOTAL BID PRICE

5475.00

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:

WAGGONER ROBIN
 MINUTE BOOK #
 VENDOR # 00013714

(601) 5454630

SHIP TO:
 CITY OF HATTIESBURG
 WATER PLANT #2
 900 JAMES STREET
 HATTIESBURG MS 39401

Page Date 03/23/20
 PO No. 198053
 Req No. 2960

VENDOR MAILING:
 INDUSTRIAL CHEMICALS INC
 PO BOX 733305
 DALLAS TX 75373-3305

PROJECT LINE: 50LB BAGS OF LIME FOR WATERPLANTS

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
009673.5130	LIME (50LB) ORDER TO BE DELIVERED 1/2 @ PLANT#1 1/2 @ PLANT#2 TWO DROPS: NEEDS TO BE SHIPPED ON FLATBED TRAILER, FORKLIFT ACCESSIBLE.	900.00	EA	7.7500	6,975.00

PROCESSING CODE:
 SEND METHOD 1 (205)9780485

TOTAL CONTRACT AMOUNT NOT TO EXCEED 6,975.00

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 3/12/20
Order Number 2960 00INDUSTRIAL CHEMICALS INC
PO BOX 733808
DALLAS TX 75373-3305Mail To . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1388
HATTIESBURG MS 39401

PRINTED NAME Industrial Chemicals

Phone Number . . 601 5454512

SIGNATURE Robin Roop DATE 03/13/2020

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: 50LB BAGS OF LIME FOR WATERPLANTS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
LIME (50LB) ORDER TO BE DELIVERED 1/2 @ PLANT 1 1/2 @ PLANT 2 TWO DROPS. NEEDS TO BE SHIPPED ON FLATBED TRAILER. FORKLIFT ACCESSIBLE.	03/12/20	900.00	EA	7.75/each		upon request	-60 days

TOTAL BID PRICE \$6975.00

0.1550/lb
7.75 / bag
900 bags = 6975.00



3/23/20

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
 Date 3/12/20
 Order Number 2960 OQ

HARCROS CHEMICALS INC
 1480 TELEGRAPH RD
 MOBILE AL 36610-1867

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

SIGNATURE

DATE 3/16/20

PROJECT LINE: 50LB BAGS OF LIME FOR WATERPLANTS

Shipping terms are F.O.B. destination, freight prepaid

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
LIME (50LB) ORDER TO BE DELIVERED 1/2 @ PLANT#1, 1/2 @ PLANT#2, TWO DROPS. NEEDS TO BE SHIPPED ON FLATBED TRAILER, FORKLIFT ACCESSIBLE.	03/12/20	900.00	EA	7.85	7065.00	3/30	4/30

HARCROS

2514575335

03/16/2020 10:16

TOTAL BID PRICE \$7065.00



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, April 7, 2020

Re: Approve and authorize issuance of manual check(s) for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}
File Number: 2020-215
Minute Book #

Summary

Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}

Recommendation Statement

I recommend issuance of manual checks for CDBG Program Claims per attached Memorandum

Please place this on the April 7, 2020 City Council meeting for consideration.

Invoice

Hollimon Construction

Curtis Hollimon

145 Hinton Drive

Hattiesburg, MS 39401

601.270.3164

Brenda Booth

735 Longstreet Drive

Hattiesburg, MS 39401

- Remove 36 squares of shingles
- Replace bad decking
- Replace drip edge
- Install new 15 lb felt
- Install 30 year shingles
- Replace all roof jacks
- Replace all vent pipes

Material & Labor: \$15,000

Curtis Hollimon

3/23/2020

05-25-20A08:35 RC

K Jordan
3/23/20

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard, Director
Department of Urban Development

DATE: March 27, 2020

SUBJECT: Authorize Issuance of manual check for CDBG Program claims

The following request for payment is being submitted for approval during the City Council's April 7, 2020 meeting. Please authorize and approve issuance of manual checks for the claims listed below:

Recipient:	Hollimon Construction
Activity:	Housing rehabilitation
Program:	CDBG
Project Site:	735 Longstreet Drive
Amount Requested:	\$15,000.00
Purpose of Request:	Substantial housing rehabilitation
Recipient:	Brenda Booth
Activity:	Temporary relocation assistance
Program:	CDBG
Project Site:	735 Longstreet Drive
Amount Requested:	\$900.00
Purpose of Request:	Draw #2 – April 11 - May 10, 2020
Recipient:	Carolyn White
Activity:	Temporary relocation assistance
Program:	CDBG
Project Site:	213 South 11 th Avenue
Amount Requested:	\$900.00
Purpose of Request:	Draw #3 – April 5 - May 4, 2020
Recipient:	Harry & Sabrina Brister
Activity:	Temporary relocation assistance
Program:	CDBG
Project Site:	207 W 5 th Street
Amount Requested:	\$900.00
Purpose of Request:	Draw #3 – April 5 - May 4, 2020

Recipient:

Activity:

Program:

Project Site:

Amount Requested:

Purpose of Request:

LuMar Development

Housing rehabilitation

CDBG

207 W 5th Street**\$13,800.00**

Substantial housing rehabilitation



General Contractors | Commercial & Residential
P.O. Box 143 | Hattiesburg, MS 39403
Email: CBourn@LuMarDevelopment.com

Cedrick Bourn - 601-543-8810

Invoice

Date 3/27/2020 Submitted To City of Hattiesburg

Address P.O. Box 1898 _____

City Hattiesburg State MS Zip 39403

Phone (601) 554-1006 _____ **Email:** _____

Location _____

Notes: This invoice covers work completed at 207 W 5th Street

We hereby propose to furnish materials and labor necessary for the completion of:

[illegible]

All materials guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate on agreements contingent upon strikes, accidents or delays beyond our control. Prompt to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

Authorized Signature X

Signature _____ Date 3/27/2020

~~Date~~

We Propose: hereby to furnish material and labor- complete in accordance with above specifications, for the sum of:

SUB-TOTAL \$	\$13,800.00
---------------------	--------------------

TAX \$

TOTAL 	\$	\$13,800.00
--	-----------	--------------------

Payment Method:

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Payment will be made as outlined above



Authorized Signature X

Date of Acceptance _____

Signature **X**

NOTE: This Proposal may be withdrawn by us if not accepted within _____ Days

RECEIVED 3/27/20 PV

19 Feb 20
3/27/20



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, April 7, 2020

Re: Approve plans and specifications for the Tatum Park Tennis Court Lighting Project and authorize advertisement for bids for same.
File Number: 2020-235
Minute Book #

Summary

Approve plans and specifications for the Tatum Park Tennis Court Lighting Project and authorize advertisement for bids for same.

Recommendation Statement

I recommend approval of this item.

Please place this on the April 7, 2020 City Council meeting for consideration.

ADVERTISEMENT FOR BIDS

**TATUM PARK
TENNIS COURT LIGHTING**

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, **May 7**, 2020 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. Work consists of replacing existing lights with new fixtures at the tennis courts at Tatum Park.

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.

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 Landscape Architect is Neel-Schaffer, Inc., 704 Hardy Street, Hattiesburg, Mississippi 39401; Phone No. (601) 545-1565, Fax No. (601)-545-2267. Geoffrey Crosby, P.E. – Senior Project Manager.

A Pre-bid Conference will be held Thursday, April 23, 2020 at 10:00 am at the Tennis Courts at Tatum Park in Hattiesburg, MS. All interested Contractors and Subcontractors are highly encouraged to attend.

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:

April 8, 2020

April 15, 2020

TATUM PARK - TENNIS COURT LIGHTING

CITY OF HATTIESBURG HATTIESBURG, MISSISSIPPI FORREST COUNTY

MAYOR

TOBY BARKER

CHIEF ADMINISTRATIVE OFFICER

ANN JONES

ENGINEERING DIRECTOR

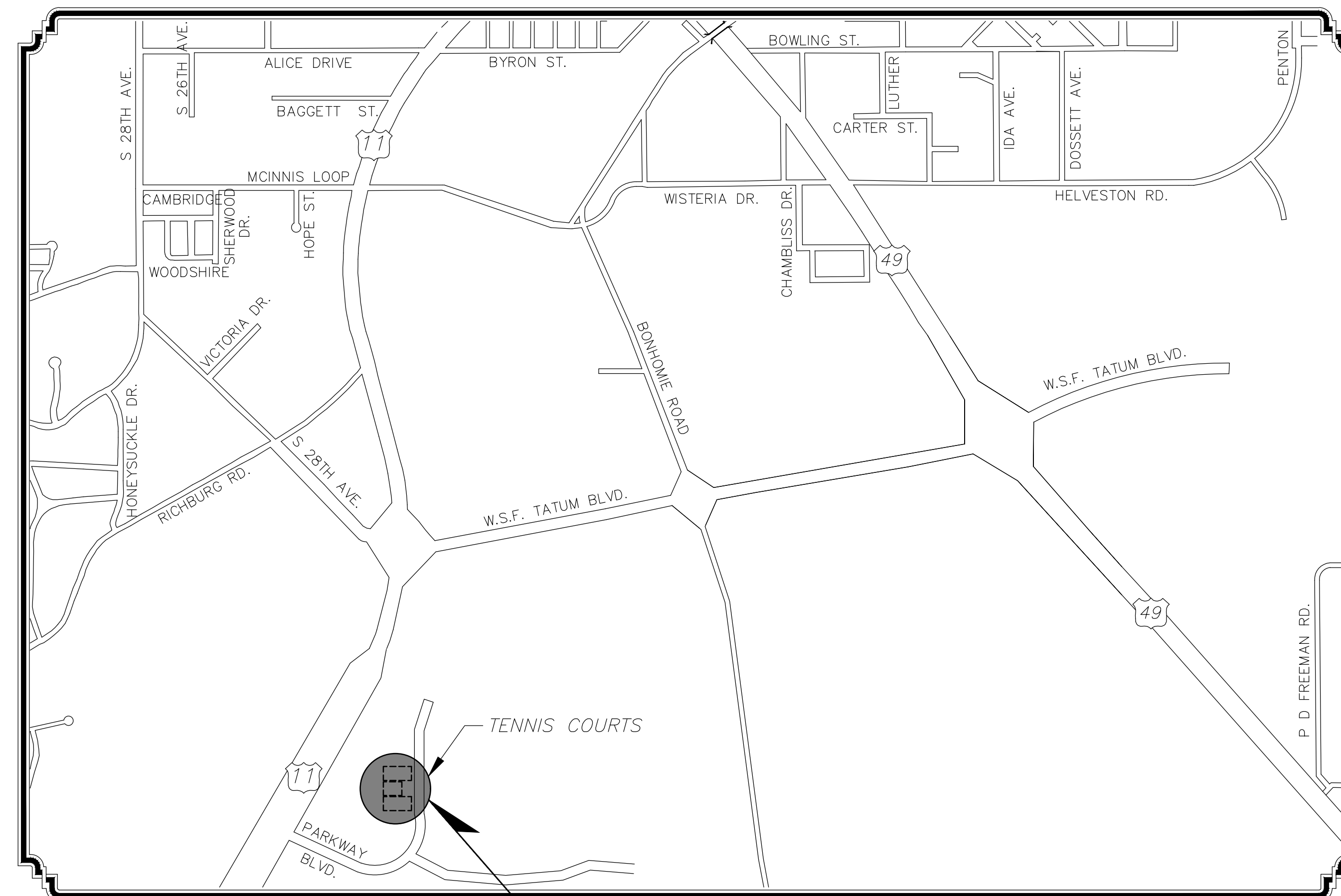
LAMAR RUTLAND, P.E.

COUNCIL MEMBERS

JEFFREY GEORGE	WARD 1
DEBORAH D. DELGADO	WARD 2
CARTER CARROLL	WARD 3
MARY DRYDEN	WARD 4
NICHOLAS BROWN	WARD 5

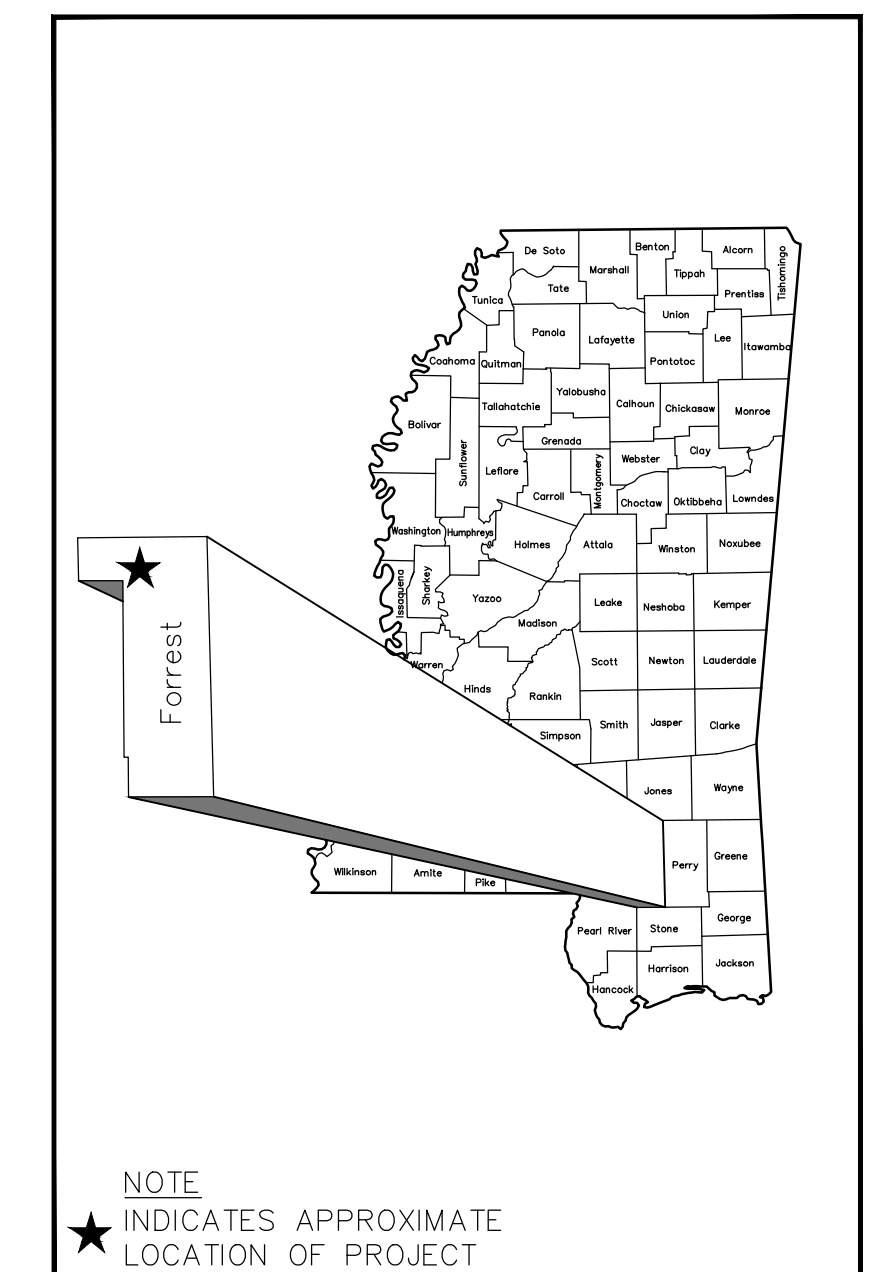
UTILITIES

CITY OF HATTIESBURG
MISSISSIPPI POWER
AT&T
WILLMUT GAS
C-SPIRE

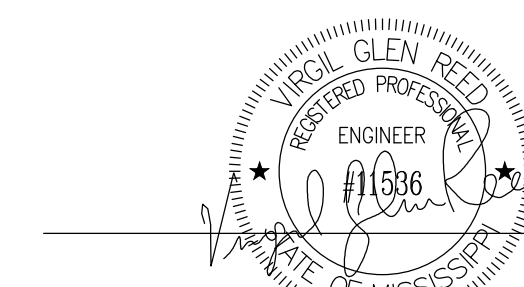


PROJECT LOCATION

VICINITY MAP PROJECT LOCATION



PREPARED BY :
NEEL-SCHAFER
Solutions you can build upon



DATE : 03-24-20

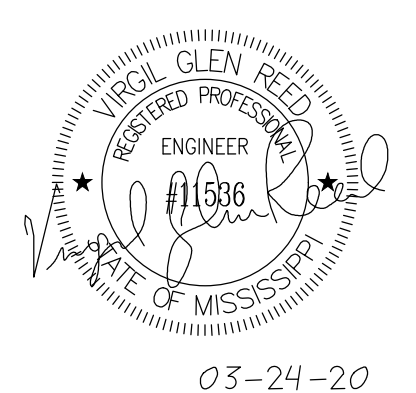
VIRGIL GLEN REED, P.E.
MISSISSIPPI LICENSE NO. 11536

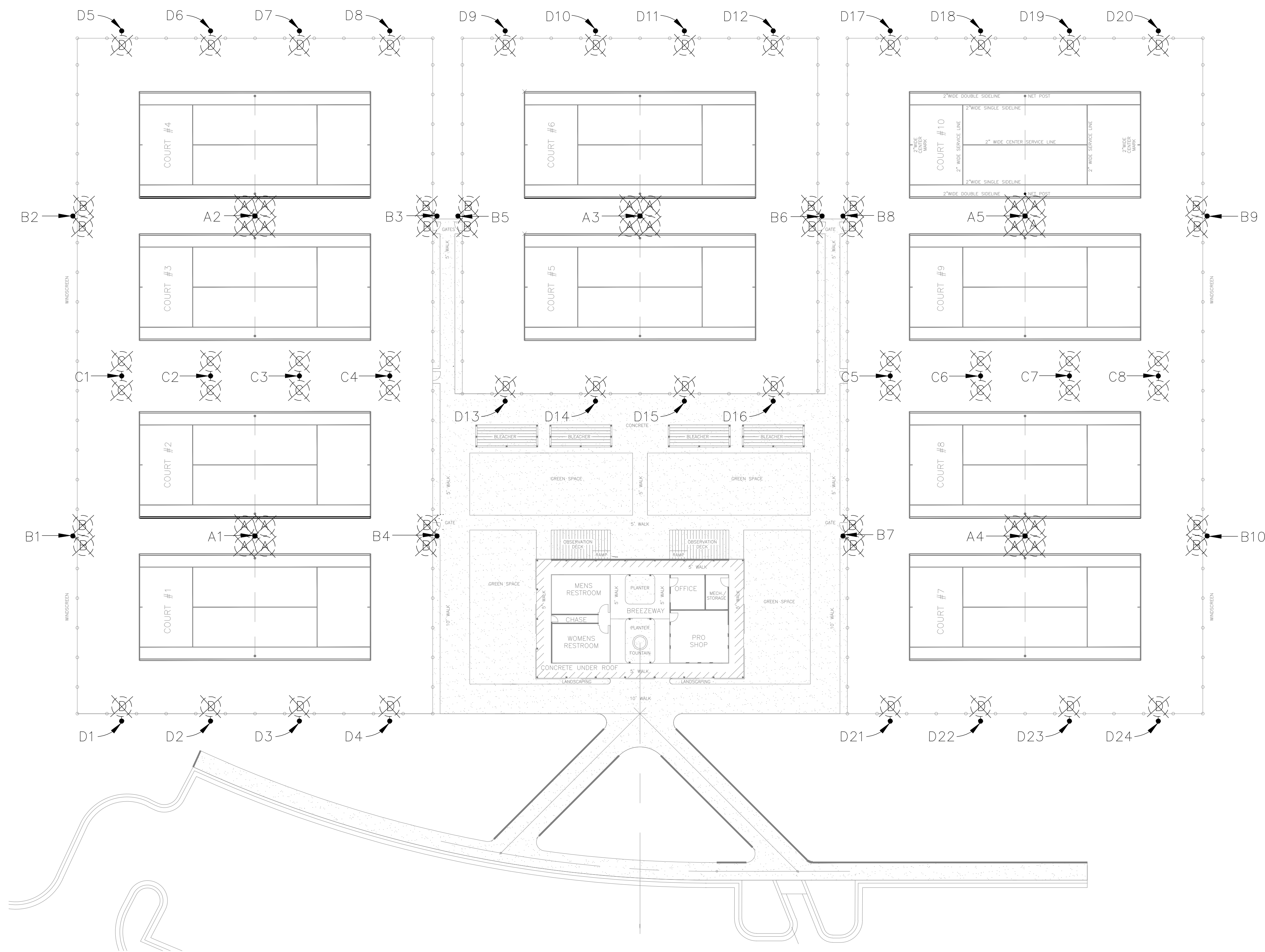
3/24/2020 2:33 PM J:\projects\code\neel\15650\001 city of hattiesburg-tatum park tennis court\Draw\15650-index.dwg

DESCRIPTION OF SHEET	SHT. NO.
TITLE SHEET (1)	1
DETAILED INDEX & GENERAL NOTES (1)	
DETAILED INDEX AND GENERAL NOTES	2
PLAN SHEETS (1)	
ELECTRICAL LIGHTING DEMOLITION PLAN	3
LIGHTING PLAN LAYOUT	4
DETAIL SHEETS (4)	
ELECTRICAL DETAILS I	5
ELECTRICAL DETAILS II	6
ELECTRICAL DETAILS III	7
TOTAL SHEETS	7

GENERAL NOTES

1. CONTRACTOR SHALL REMOVE ALL DEBRIS FROM THE SITE THAT IS FOUND TO EXIST PRIOR TO OR IS GENERATED AS A RESULT OF PROJECT CONSTRUCTION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES THAT OCCUR TO EXISTING STRUCTURES. THE CONTRACTOR SHALL FIX OR REPLACE DAMAGED ITEMS TO AN EQUAL OR BETTER CONDITION AT NO ADDITIONAL EXPENSE TO THE CITY OF HATTIESBURG.
3. 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. 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.
4. EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CAN NOT 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.

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		TATUM PARK - TENNIS COURT LIGHTING			DETAIL INDEX AND GENERAL NOTES	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: NS 15650.000					
					FILENAME: NS.15650-index.dwg					
					SCALE: N.T.S.					
					SURVEYED BY:		CITY OF HATTIESBURG HATTIESBURG, MISSISSIPPI FORREST COUNTY			
					DSGN: VGR	DATE: 03/2020				
					DRWN: JEM	DATE: 03/2020				
					CHKD: GPC	DATE: 03/2020				
					QA/QC:	DATE:				



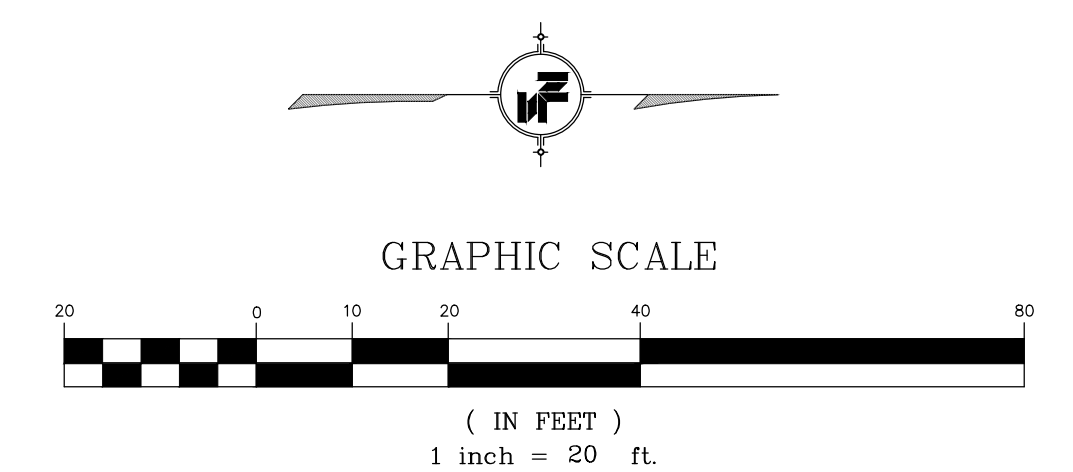
ELECTRICAL DEMOLITION LEGEND

- A? EXISTING LIGHTING ASSEMBLY WITH 4 EA FIXTURES REMOVE EXISTING FIXTURES AND SALVAGE TO OWNER
- B? EXISTING LIGHTING ASSEMBLY WITH 2 EA FIXTURES REMOVE EXISTING FIXTURES AND SALVAGE TO OWNER
- C? EXISTING LIGHTING ASSEMBLY WITH 2 EA FIXTURES REMOVE EXISTING FIXTURES AND SALVAGE TO OWNER
- D? EXISTING LIGHTING ASSEMBLY WITH 1 EA FIXTURE REMOVE EXISTING FIXTURE AND SALVAGE TO OWNER

NOTES:

- EXISTING LIGHT POLES AND EXISTING ELECTRICAL CIRCUITS TO BE PROTECTED AT ALL TIME DURING CONSTRUCTION.
- CONTRACTOR SHALL COORDINATE THE SEQUENCE OF CONSTRUCTION WITH OWNER AND SHALL KEEP EIGHT COURTS AVAILABLE FOR PLAY AT ALL TIMES.

ELECTRICAL LIGHTING DEMOLITION PLAN
SCALE: 1"=20'



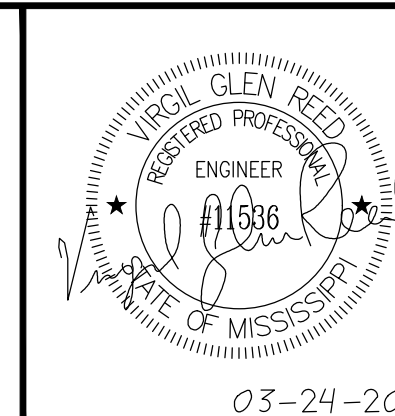
NOTICE TO DRAWING HOLDER

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	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: NS 15650.000	
				FILENAME: NS.15650-Demo-Sitepin.dwg	
				SCALE: 1"=20'	
				SURVEYED BY:	
				DSGN: VGR	DATE: 03/2020
				DRWN: JEM	DATE: 03/2020
				CHKD: GPC	DATE: 03/2020
				QA/QC:	DATE:

TATUM PARK - TENNIS COURT LIGHTING

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY



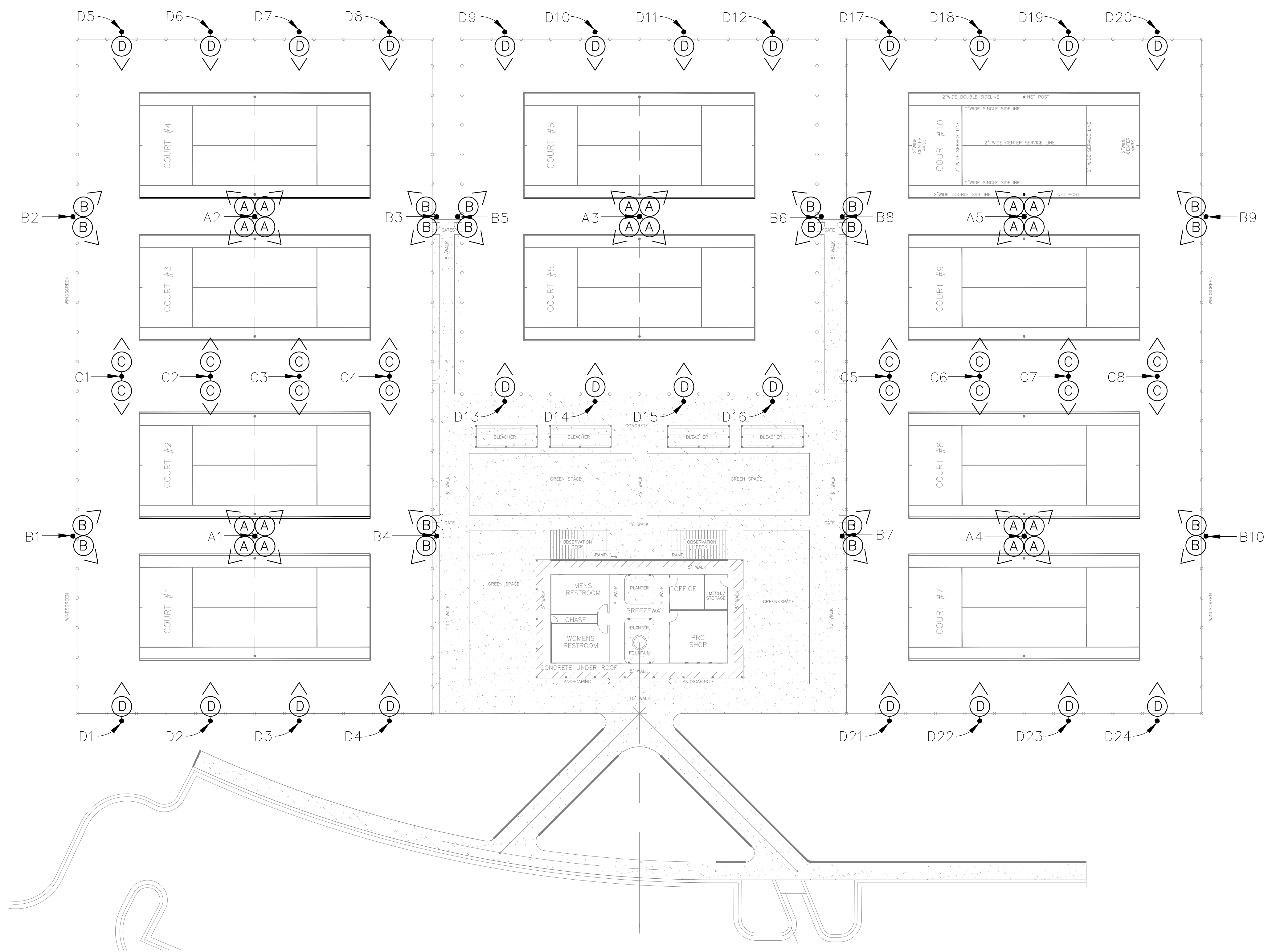
NEEL-SCHAFER
Solutions you can build upon

ELECTRICAL LIGHTING DEMOLITION PLAN

WORKING NUMBER:

DRAWING NUMBER:

3



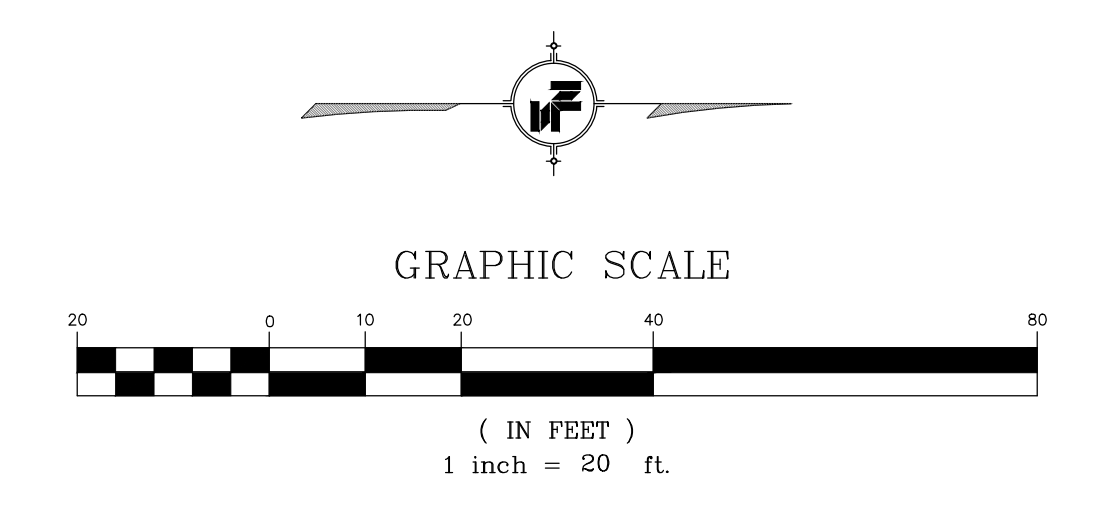
ELECTRICAL MODIFICATION LEGEND

- A? LIGHTING ASSEMBLY WITH
4 EA NEW LED FIXTURES
INSTALLED ON EXISTING MAST ARMS
▽ INDICATES FIXTURE ORIENTATION
- B? LIGHTING ASSEMBLY WITH
2 EA NEW LED FIXTURES
INSTALLED ON EXISTING MAST ARMS
▽ INDICATES FIXTURE ORIENTATION
- C? LIGHTING ASSEMBLY WITH
2 EA NEW LED FIXTURES
INSTALLED ON EXISTING MAST ARMS
▽ INDICATES FIXTURE ORIENTATION
- D? LIGHTING ASSEMBLY WITH
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INSTALLED ON EXISTING MAST ARM
▽ INDICATES FIXTURE ORIENTATION

NOTES:

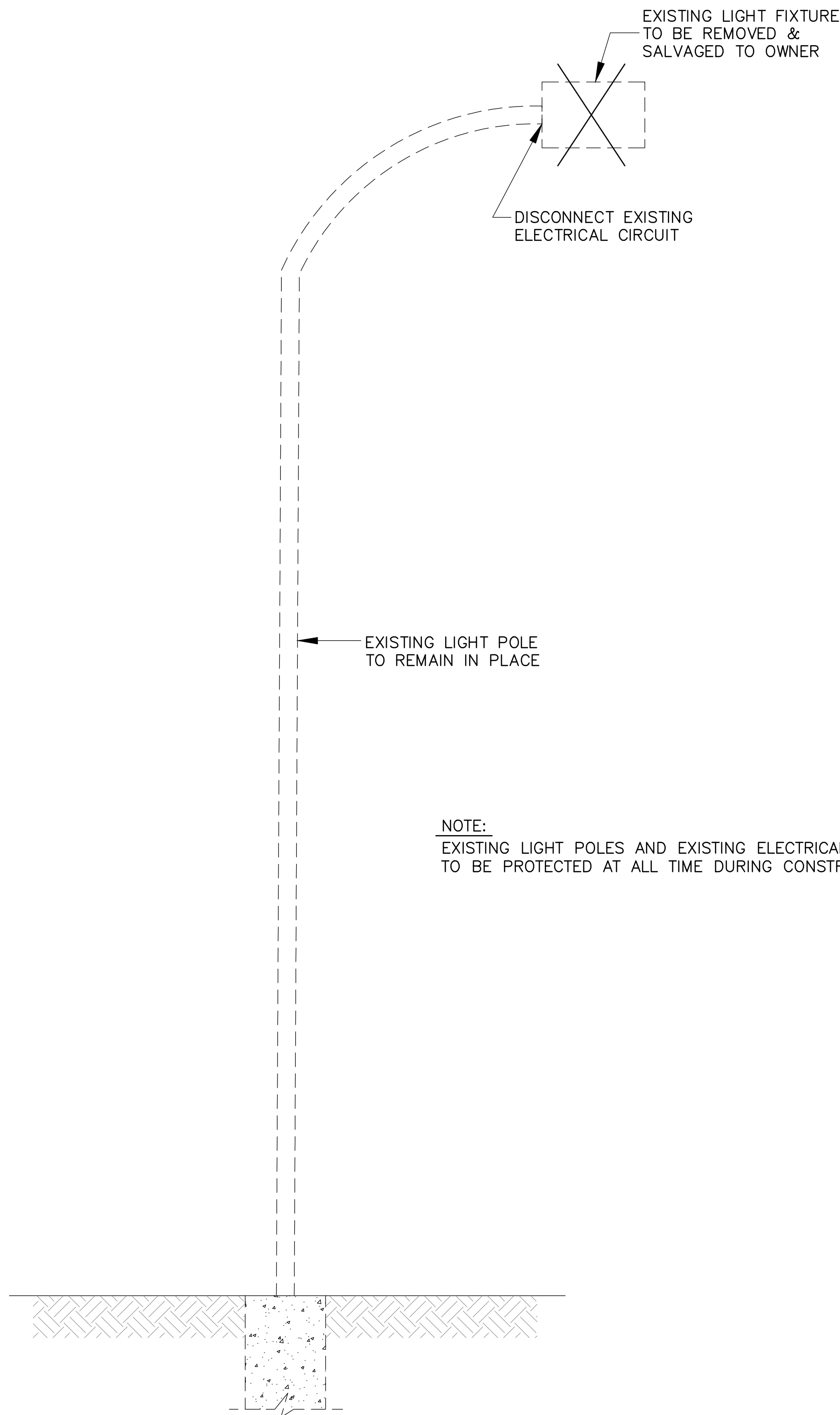
- EXISTING LIGHT POLES AND EXISTING ELECTRICAL CIRCUITS TO BE PROTECTED AT ALL TIME DURING CONSTRUCTION.
- CONTRACTOR SHALL COORDINATE THE SEQUENCE OF CONSTRUCTION WITH OWNER AND SHALL KEEP EIGHT COURTS AVAILABLE FOR PLAY AT ALL TIMES.

LIGHTING PLAN LAYOUT
SCALE: 1"=20'



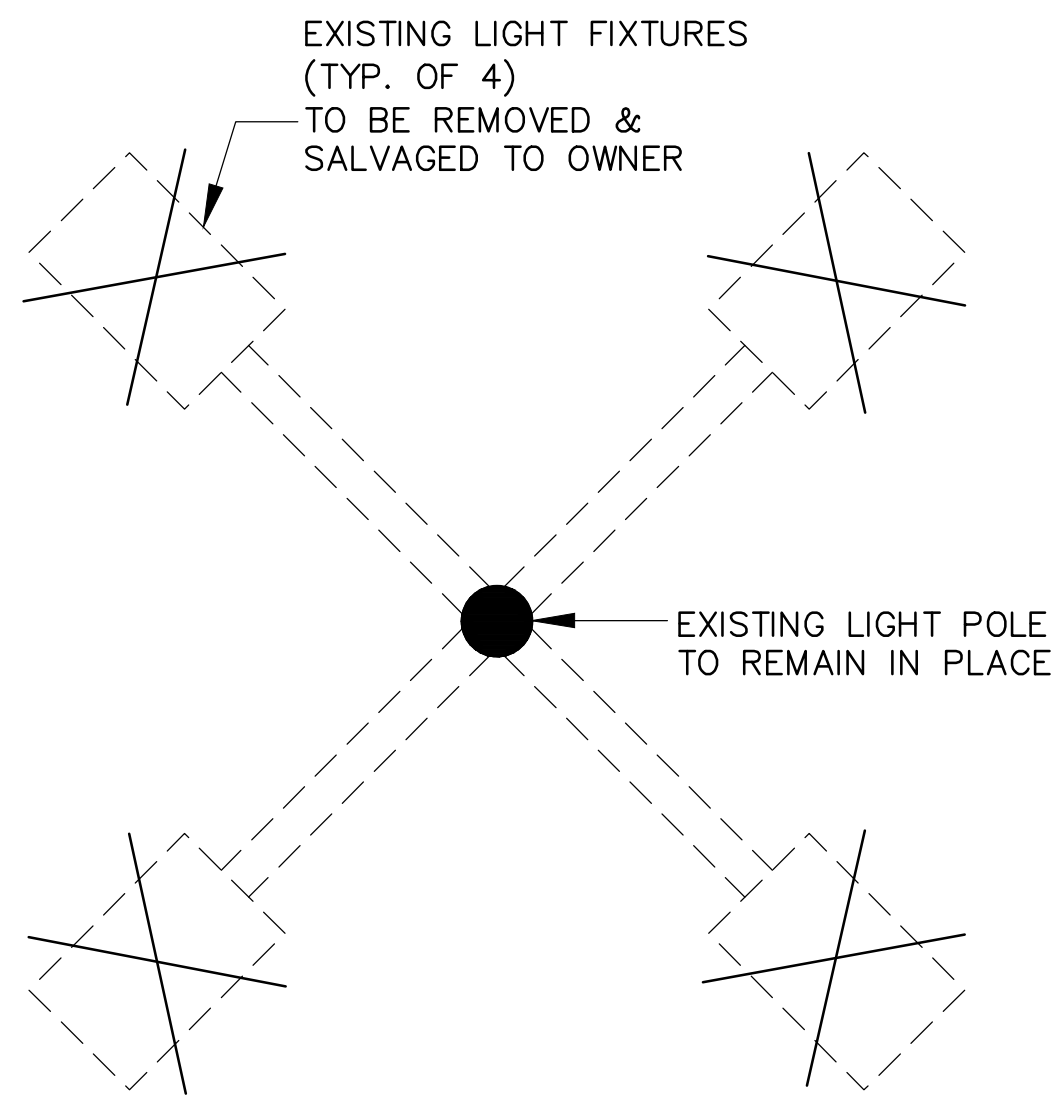
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NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		TATUM PARK - TENNIS COURT LIGHTING CITY OF HATTIESBURG HATTIESBURG, MISSISSIPPI FORREST COUNTY			LIGHTING PLAN LAYOUT	
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					SURVEYED BY:					
					DSGN: VGR	DATE: 03/2020	03-24-20		WORKING NUMBER:	DRAWING NUMBER:
					DRWN: JEM	DATE: 03/2020				4
					CHKD: GPC	DATE: 03/2020				
					QA/QC:	DATE:				

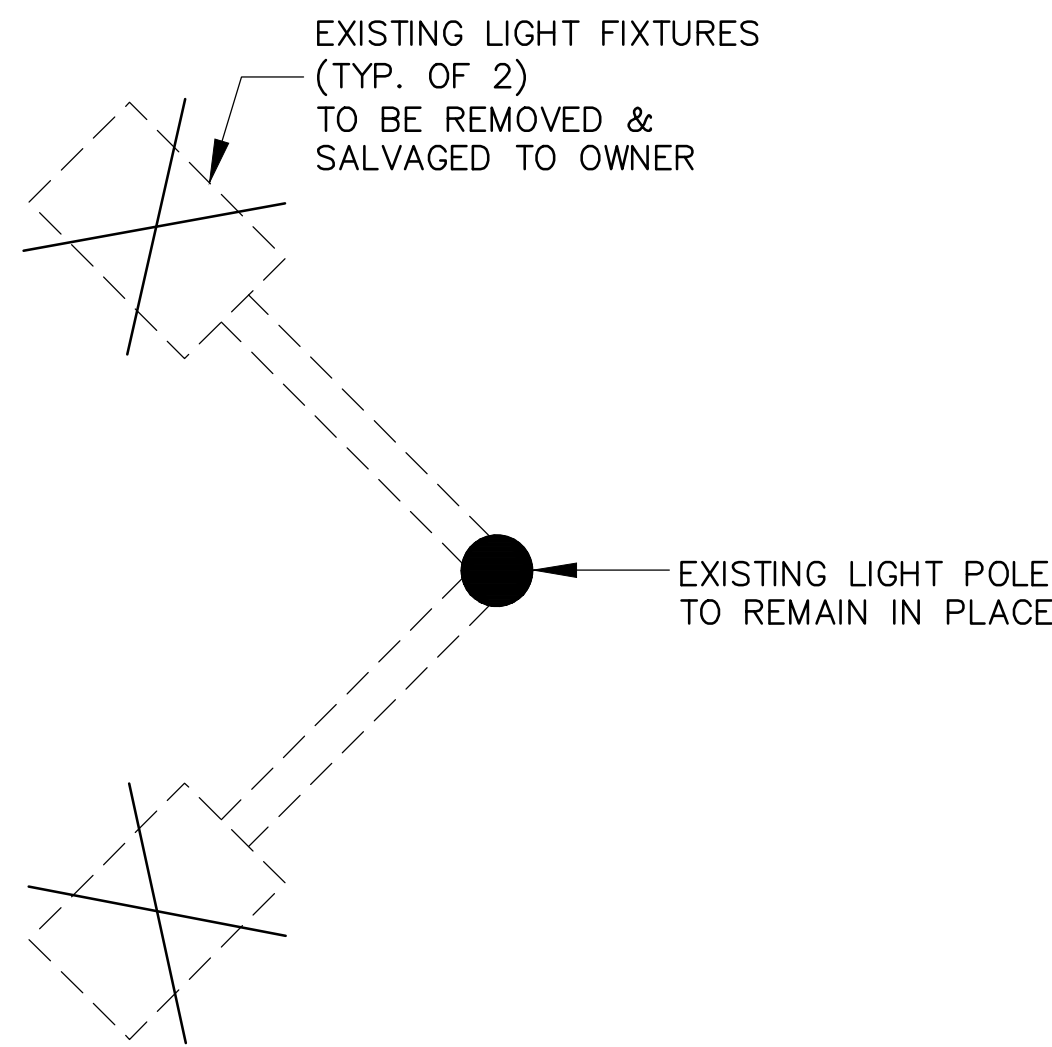


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N.T.S.

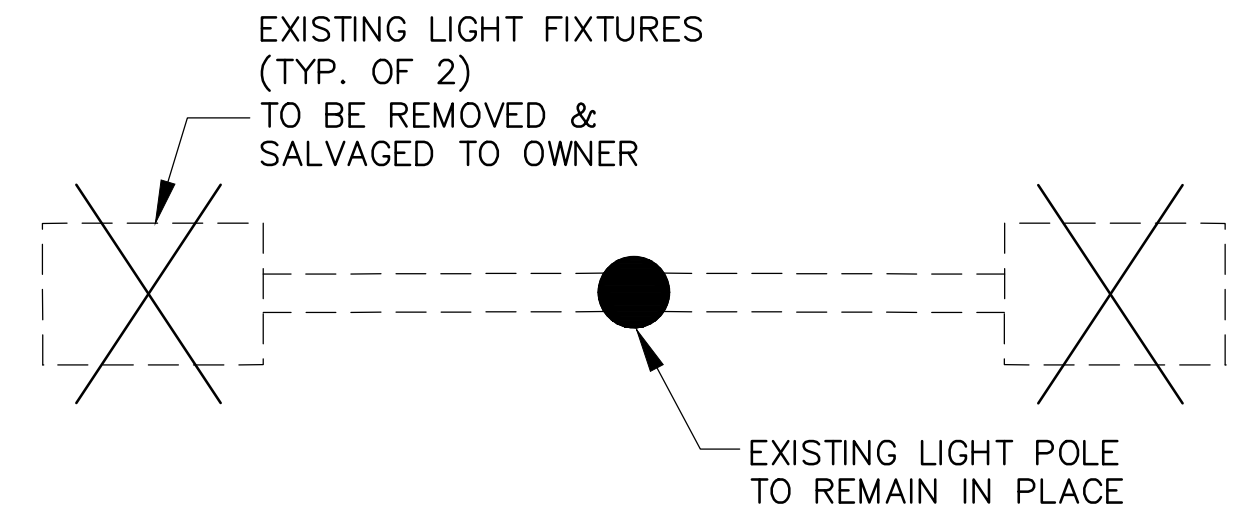
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TO BE PROTECTED AT ALL TIME DURING CONSTRUCTION.



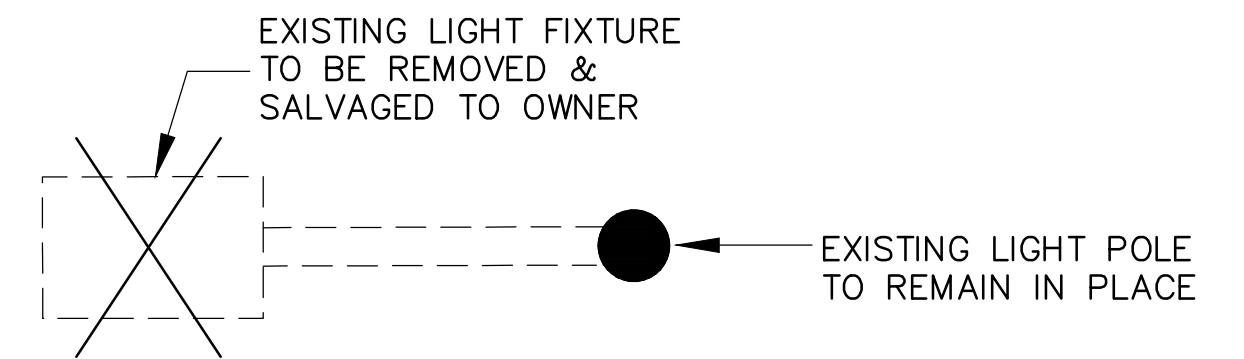
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N.T.S.



TYPE "B"
EXISTING LIGHTING ASSEMBLY-TOP VIEW
N.T.S.



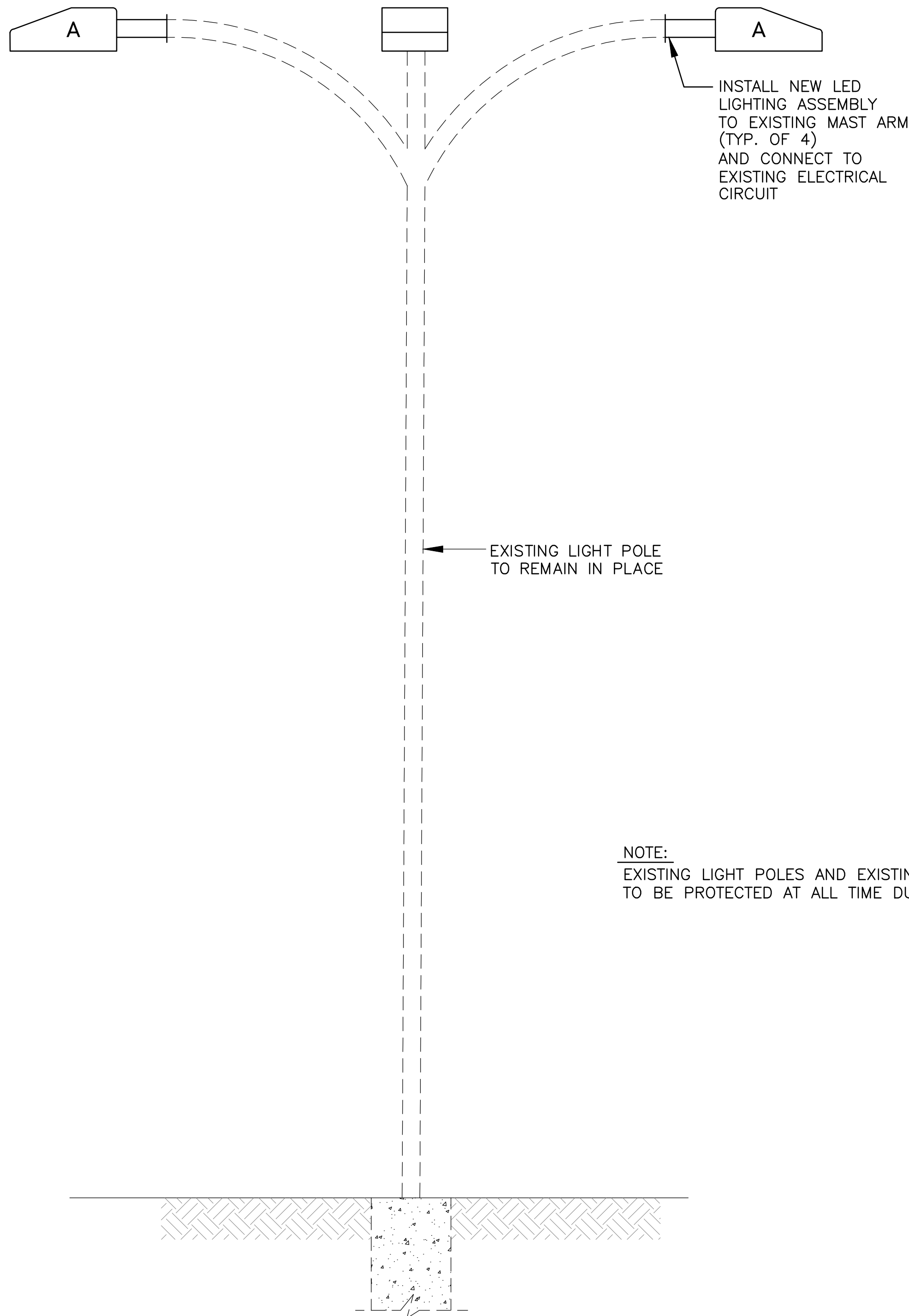
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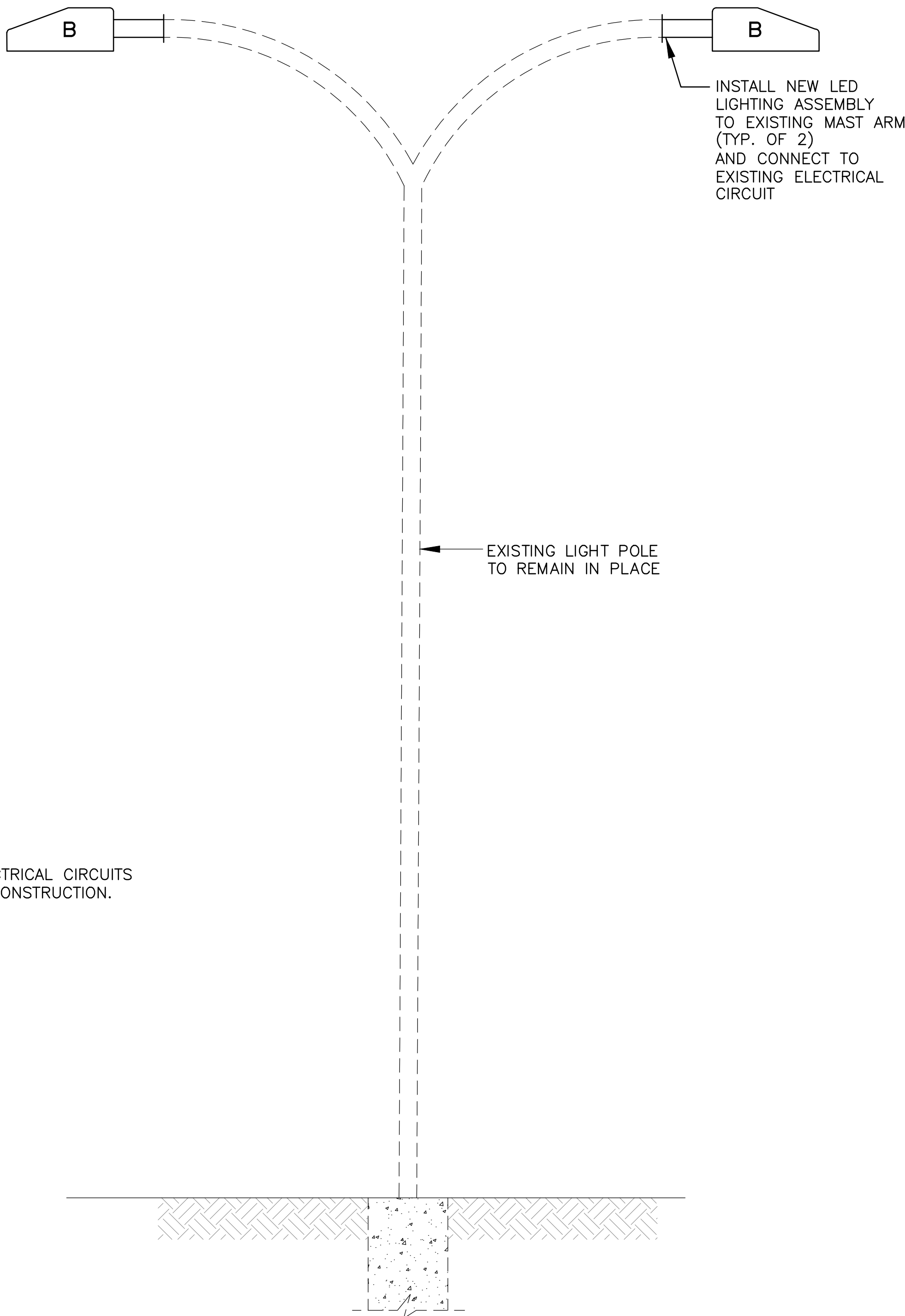
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EXISTING LIGHTING ASSEMBLY-TOP VIEW
N.T.S.

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NOTICE TO DRAWING HOLDER		REVISIONS		DRAWING INFORMATION		TATUM PARK - TENNIS COURT LIGHTING		CITY OF HATTIESBURG HATTIESBURG, MISSISSIPPI FORREST COUNTY		VIRGIL GLEN REGISTERED PROFESSIONAL ENGINEER #15306 STATE OF MISSISSIPPI		NEEL-SCHAFFER Solutions you can build upon		ELECTRICAL DETAILS I	
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.		NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: NS 15650.000		FILENAME: NS.15650-Elec-Det 1.dwg		SCALE: N.T.S.		SURVEYED BY:		DSGN: VGR DATE: 03/2020	
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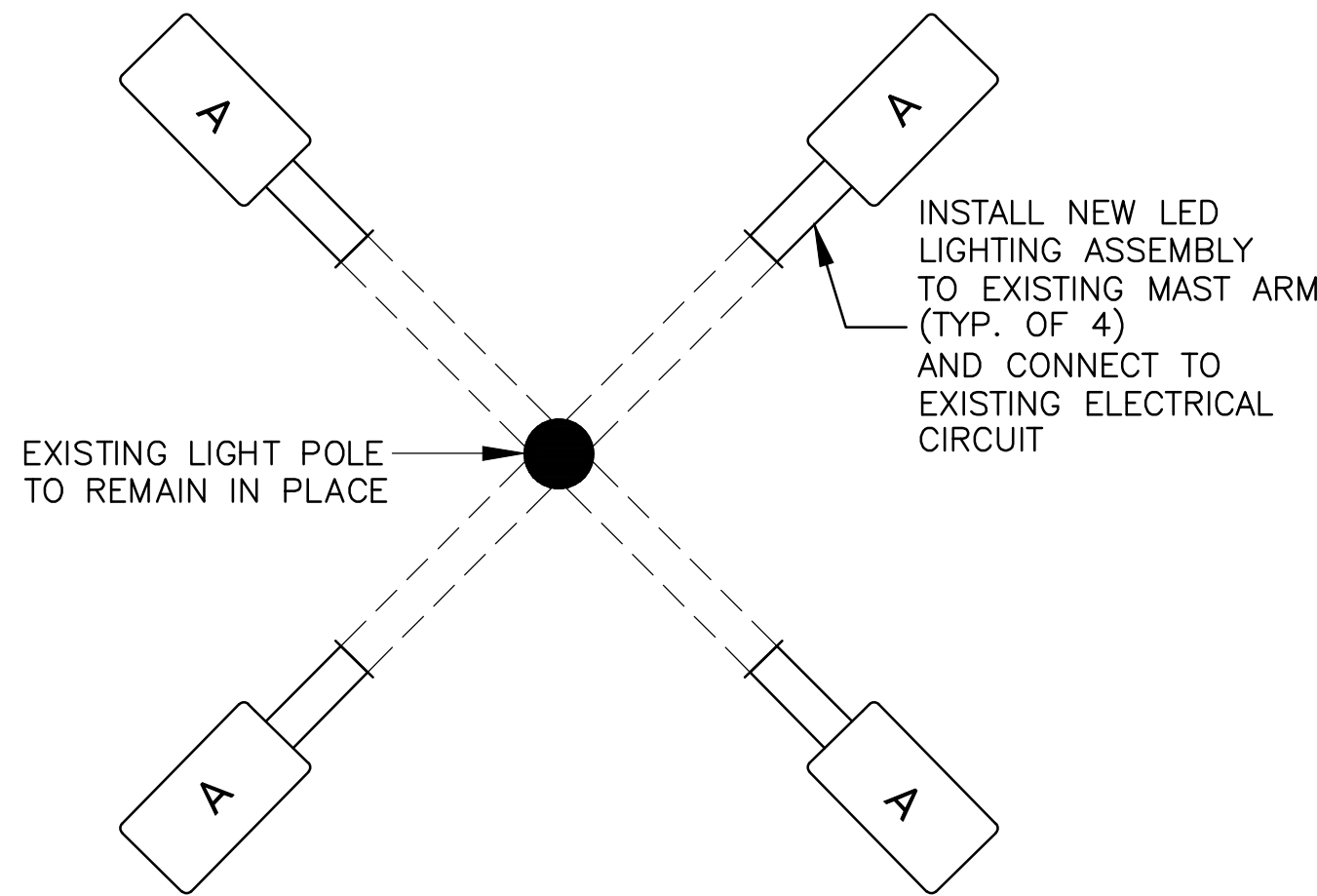


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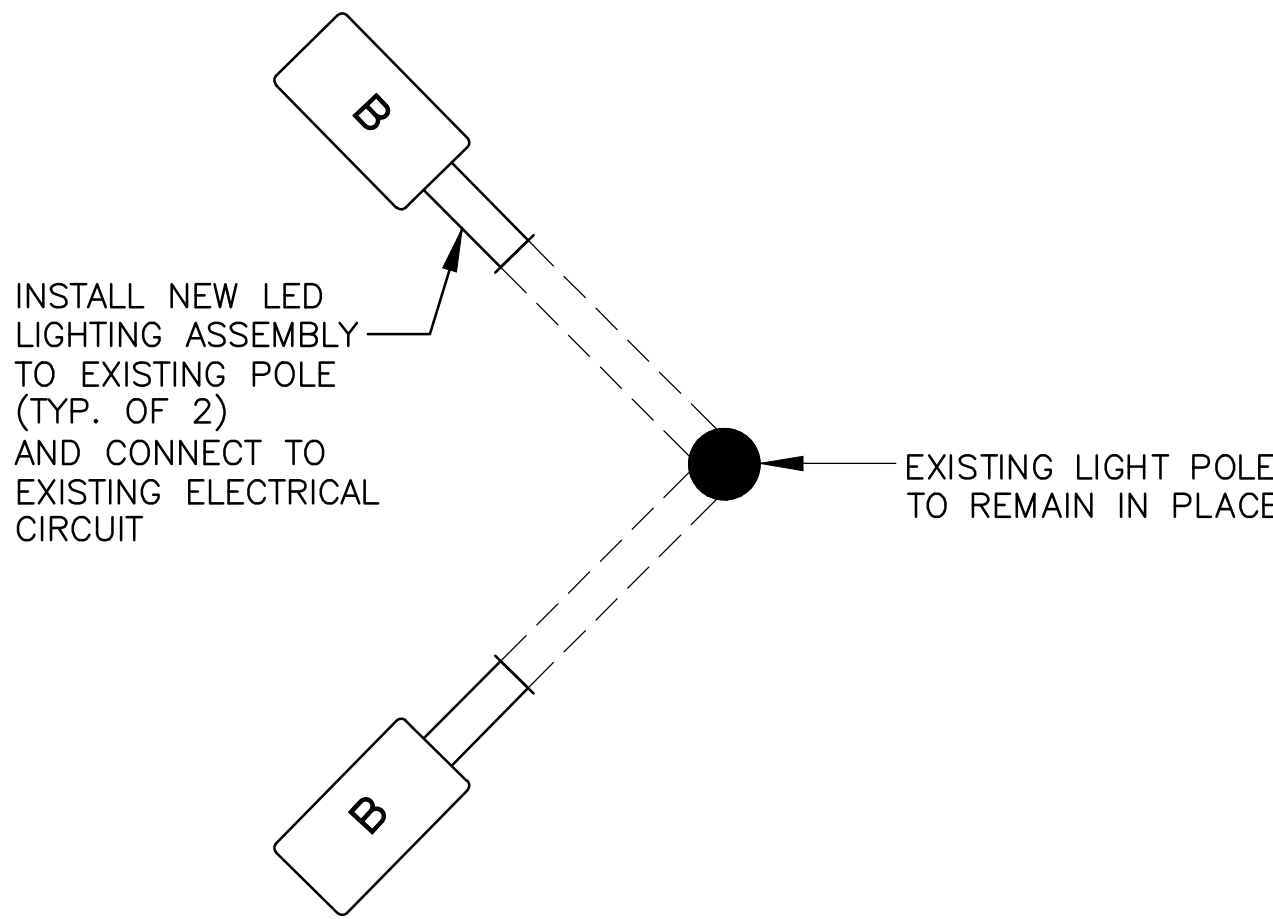


TYPE "B"
LIGHTING ASSEMBLY
N.T.S.

NOTE:
EXISTING LIGHT POLES AND EXISTING ELECTRICAL CIRCUITS TO BE PROTECTED AT ALL TIME DURING CONSTRUCTION.



TYPE "A"
LIGHTING ASSEMBLY-TOP VIEW
N.T.S.



TYPE "B"
LIGHTING ASSEMBLY-TOP VIEW
N.T.S.

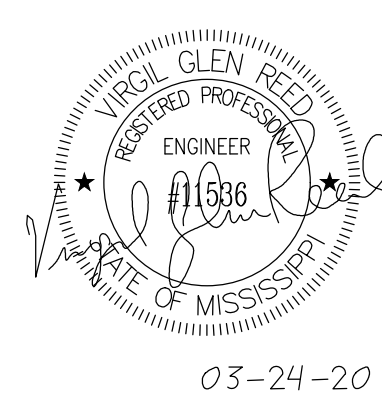
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TATUM PARK - TENNIS COURT LIGHTING

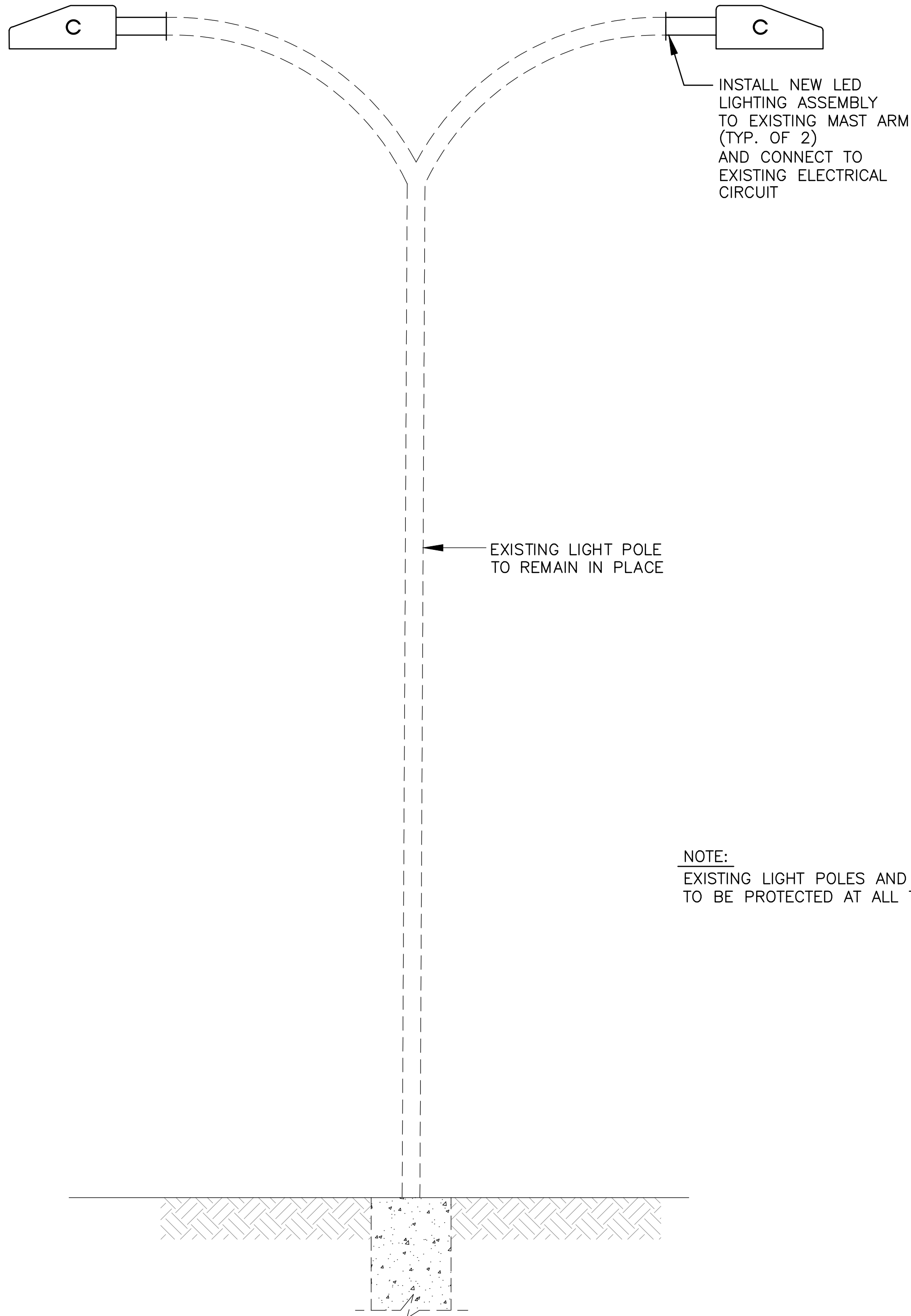
CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY



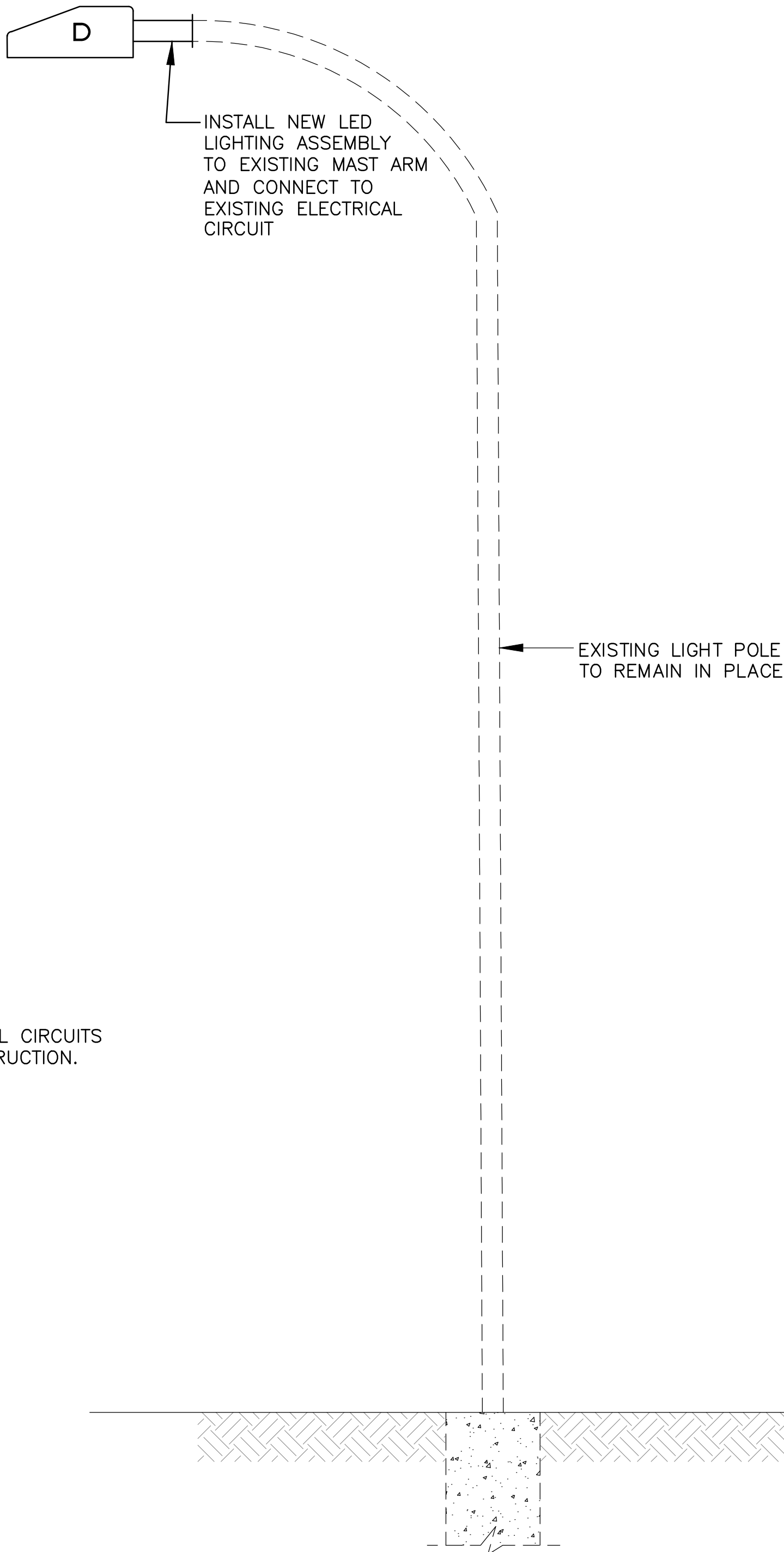
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DRAWING NUMBER:

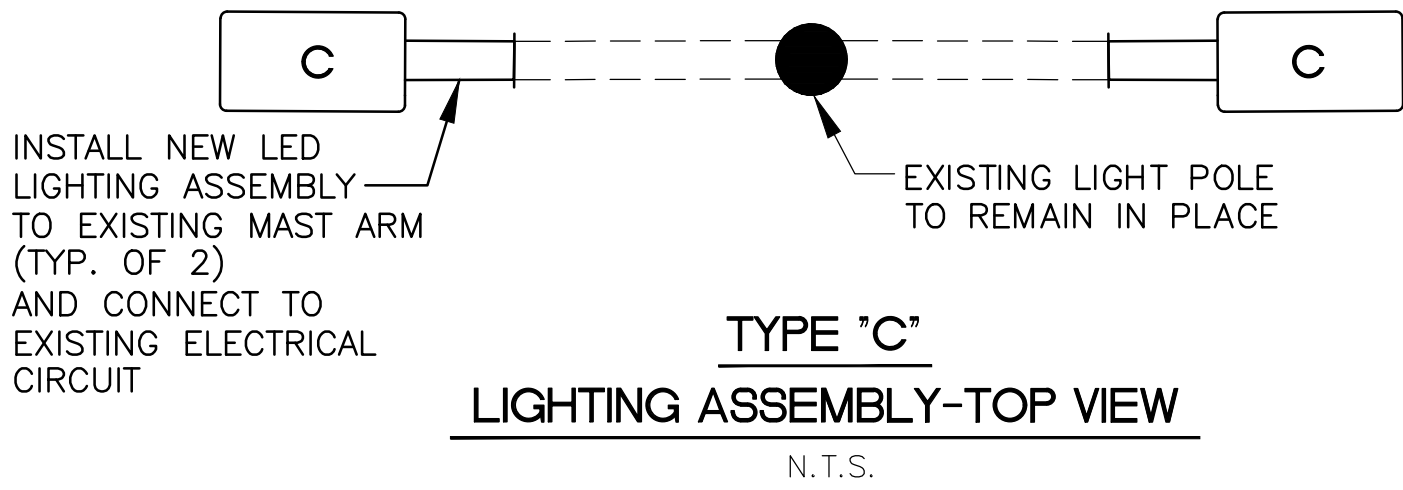


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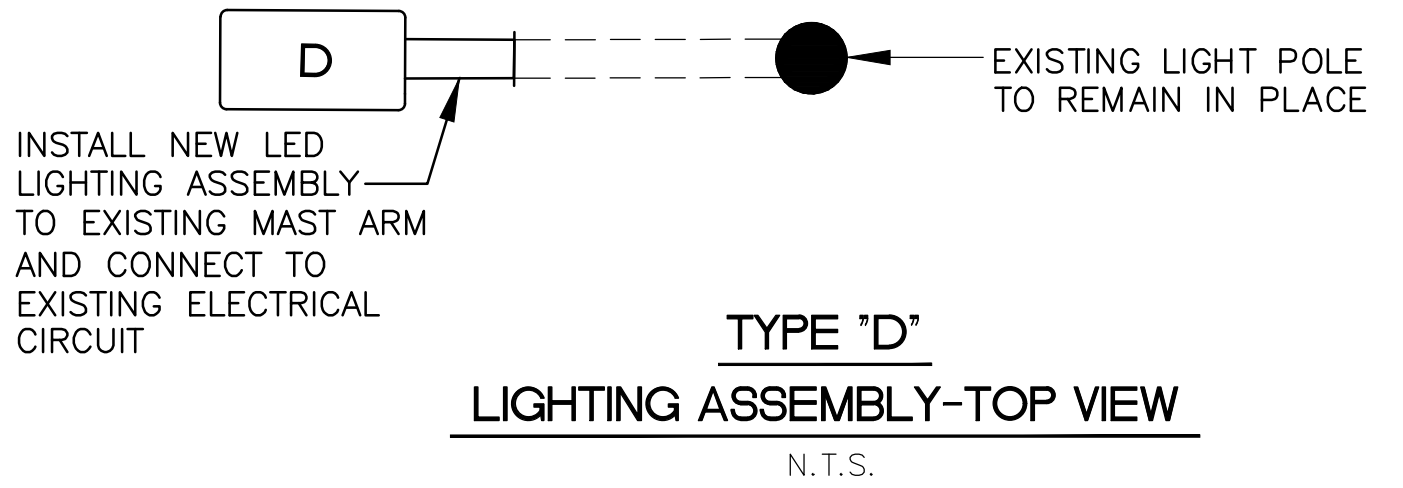


TYPE "D"
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NOTE:
EXISTING LIGHT POLES AND EXISTING ELECTRICAL CIRCUITS
TO BE PROTECTED AT ALL TIME DURING CONSTRUCTION.

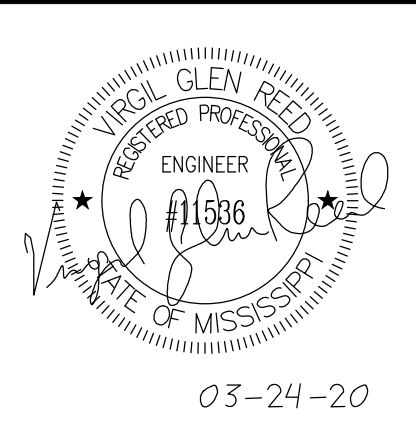


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LIGHTING ASSEMBLY-TOP VIEW
N.T.S.



TYPE "D"
LIGHTING ASSEMBLY-TOP VIEW
N.T.S.

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				DRWN: JEM DATE: 03/2020					
				CHKD: GPC DATE: 03/2020					
				QA/QC: DATE:					
	WORKING NUMBER:		DRAWING NUMBER:						
			7						

***CONTRACT DOCUMENTS AND TECHNICAL
SPECIFICATIONS***

FOR
**TATUM PARK
TENNIS COURT LIGHTING**

FOR THE
**CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY**



MARCH 2020

PREPARED BY



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ADVERTISEMENT FOR BIDS

**TATUM PARK
TENNIS COURT LIGHTING**

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, **May 7**, 2020 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. Work consists of replacing existing lights with new fixtures at the tennis courts at Tatum Park.

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.

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 Landscape Architect is Neel-Schaffer, Inc., 704 Hardy Street, Hattiesburg, Mississippi 39401; Phone No. (601) 545-1565, Fax No. (601)-545-2267. Geoffrey Crosby, P.E. – Senior Project Manager.

A Pre-bid Conference will be held Thursday, April 23, 2020 at 10:00 am at the Tennis Courts at Tatum Park in Hattiesburg, MS. All interested Contractors and Subcontractors are highly encouraged to attend.

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:

April 8, 2020

April 15, 2020

INSTRUCTIONS TO BIDDERS
TATUM PARK
TENNIS COURT LIGHTING
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.

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: TATUM PARK
TENNIS COURT LIGHTING
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. 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 90 Consecutive Calendar Days of the Notice to Proceed date unless the period for completion is extended otherwise by the Contract Documents.

BIDDER'S PROPOSAL
TATUM PARK – TENNIS COURT LIGHTING
CITY OF HATTIESBURG, MISSISSIPPI

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BIDDER'S PROPOSAL
TATUM PARK – TENNIS COURT LIGHTING
CITY OF HATTIESBURG, MISSISSIPPI

DATE: _____, 20_____

PROPOSAL OF _____
(Name of Bidder)

(Address of Bidder)

for construction of the Tatum Park – Tennis Court Lighting project.

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

00300-2

Bidder's Proposal, Technical Specifications, General Conditions, Supplementary Conditions, Contract 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
1.0	TATUM PARK – TENNIS COURT LIGHTING	1	LS		
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

TATUM PARK – TENNIS COURT LIGHTING

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

TATUM PARK – TENNIS COURT LIGHTING

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
TATUM PARK – TENNIS COURT LIGHTING
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

**TATUM PARK – TENNIS COURT LIGHTING
CITY OF HATTIESBURG, MISSISSIPPI**

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CONTRACT

**TATUM PARK – TENNIS COURT LIGHTING
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 "Tatum Park – Tennis Court Lighting" 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)

Surety
By _____

ATTEST:

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.

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:

(Seal) (Principal) Secretary

By Principal

(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: Tatum Park – Tennis Court Lighting
 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 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
TATUM PARK – TENNIS COURT LIGHTING
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 _____ Working days from the effective date of this Notice to Proceed. 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 _____ ACCEPTED BY: _____ OWNER _____ DATE _____	

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

Issued and Published Jointly By



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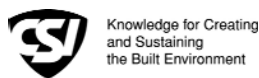
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These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. 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**.
 - 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).
- 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

When the Contractor fails to complete the work within the time stipulated, a deduction will be made of \$750 a day from the money due the Contractor not as a penalty but as liquidated damages. The Contractor and the Contractor’s Sureties shall be liable for all liquidated damages in excess of money due the Contractor.

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 Scope of Work

- A. Lump Sum Contract Basis: Payment of the lump sum established in the Bidding and Contract Documents for the Tatum Park – Tennis Court Lighting for the City of Hattiesburg, Mississippi, shall be full compensation for furnishing and/or installing all labor, materials, equipment and incidentals required to complete the construction of the facilities and supporting systems, complete as specified and indicated on the drawings.
- B. Alternates: None.
- C. Schedule of Values: The schedule of unit prices submitted in accordance with Section 01026 are subject to approval and acceptance by the OWNER. If acceptable, the unit prices will be used as the basis for adjustment of the Contract price in the event that the Scope of Work is expanded or reduced.

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.
 - 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

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- 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.

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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.
- 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.
 - 5. Procedures and processing of:

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- 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

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- 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 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):

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- 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 fifteen (15) 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 fifteen (15) years, 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 * ***

SECTION 16010

GENERAL REQUIREMENTS

PART 1 – GENERAL

1.01 Governing Clause

The phrase "CONTRACTOR shall furnish and install" unless specified or indicated otherwise, shall be omitted for the sake of brevity in these specifications. However, these phrases are implied. Any mention of material and/or operations in the specifications or drawings will require CONTRACTOR to furnish and install such materials and perform each and every operation required for a complete and operable system and to the complete satisfaction of the ENGINEER. The drawings are diagrammatic and may not necessarily show each and every wire, conduit, conduit routing, junction electrical box and/or final connection required for all pieces of equipment. However, the intent of this paragraph is to require that the CONTRACTOR furnish labor and materials to make all required final electrical power connections whether or not shown to all equipment shown on the drawings issued as bidding documents for this project.

1.02 General Conditions

- A. General Conditions, Supplementary General Conditions, Information to Bidders, General Requirements, Special Conditions, Addenda, Wage Rates, and other pertinent documents issued under these specifications and shall be complied with in every respect as though fully written herein.
- B. Notwithstanding Any Reference in the Specifications to Any Article, Device, Product, material, fixture, form or type of construction by name, make or catalog number, such reference shall be interpreted as establishing a standard of quality and performance and shall not be construed as limiting competition; and in such cases, may at his option use any article, device, product, material, fixture, form or type of construction which in the final judgment of the ENGINEER expressed in writing, is an approved equal to that specified.

1.03 Record Drawings and Operating and Maintenance Manuals

Furnish to the ENGINEER at job acceptance and completion, the following in compliance with Section 01720:

- A. Record Drawings: One set of blue line prints marked in black, showing an accurate location of all variations of the work actually installed related to the original drawings. The drawings shall include all approved and installed Change Orders, field condition changes, and other variations from the original plans and specifications.
- B. Operation and Maintenance Manuals: Furnish three copies of an operation and maintenance manual for each electrical system and for each piece of equipment. Three copies of the complete manuals bound in a 3-inch, 3-ring black binder with color coded tabs as directed by the ENGINEER labeling all shop drawings, approved manufacturers brochures, control diagrams, maintenance instructions and other data required by the contract documents reflecting the record fabrication and installation of all systems or equipment installed. One manual shall be furnished prior to the time that the system or equipment tests are performed.

The remaining two manuals shall be furnished to the ENGINEER before the contract is closed out.

- C. The following identification shall be inscribed in minimum : "-high alphabet type letters on the outside front corner: The words "OPERATING AND MAINTENANCE MANUAL", the name and location of the project and the contract number. The manual shall include the names, addresses, and telephone number of each subcontractor. Installing equipment and systems, the local manufacturer=s representative for each item of equipment and each system. This information shall be contained on the first page of the binder. Lettering shall be permanent signage and not stick-on type.
- D. The manual shall have a typewritten table of contents with the tab sheets placed before instructions covering the subject. The instruction sheets shall be legible with large sheets of drawings folded in. The manual shall include a system layout showing circuits, devices, and controls; control diagrams with explanation of operation and control of each component; start-up control sequence, and operation; a detailed description of the function of each principal component of the system; the procedure for starting; the procedure for operating; shut-down instructions; installation instructions, maintenance and overhaul instructions; lubrication schedule including type, grade, illustrations; test procedures; performance data; and parts list. The parts list for equipment shall indicate the sources of supply, recommended spare parts, and the service organization which is reasonably convenient to the site. The manual shall be complete in all respects for all equipment, controls, and accessories provided.

1.04 Tests and Inspections

The complete job shall be, during actual construction, and for the warranty provision period, subject to the supervision of the ENGINEER and will have the following tests and inspections conducted without any additional cost to the contract.

- A. By ENGINEER'S inspections and tests conducted by him or for him in his presence. Upon written notice, CONTRACTOR shall furnish not to exceed two men, one to include the job foreman and tools to assist and be directed by the ENGINEER for a reasonable amount of time to make such tests and inspections as are requested by the ENGINEER pertaining to the safety and operation of any device or system installed.
- B. By complete insulation break-down tests with a megger of each and every branch circuit, and service entrance. All 600 volt conductors shall meet a minimum of resistance of 1,000,000 OHMS. Tests shall be performed prior to any connections to overcurrent devices, devices or equipment. All readings shall be made in the ENGINEER'S presence or his authorized representative and a type-written report of same submitted to him before the job is subject to his approval. The manufacturer, cat. no. and type or megger shall be noted on the report.
- C. By any federal, state or local authority having jurisdiction of the project.
- D. By the Mississippi State Rating Bureau. After inspection by this agency, corrections of any deficiencies shall be made which were found adversely affecting the insurance to be carried by the OWNER. Acceptance of the Rating Bureau's report or subsequent reports lie with the ENGINEER or OWNER. Electrical contractor/subcontractor shall pay all cost for this work.

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- E. Properly phase out the entire electrical system to balance all loads as close as possible.
 - F. Certified Test Reports: Before any equipment or materials are delivered to the project site, certified copies of all test reports specified in the individual sections of this specification shall be submitted to the ENGINEER for his approval.

1.05 Guarantee

- A. Guarantee to the OWNER all work performed and all equipment installed under this contract shall be free from defects in workmanship and materials for a period of one year unless noted otherwise from date of final written acceptance by the ENGINEER and the OWNER.
- B. Defects shall be corrected arising during this one year period at the CONTRACTOR'S own expense, upon written notice of the OWNER or his authorized representative.

1.06 General Information

- A. Plans are diagrammatic. Judgment and care shall be exercised to install all electrical work in a practical manner which shall function properly and fit the construction and finishes. Electrical devices not shown or specified which shall be required or any device or system to produce a complete and operative system shall be brought to the ENGINEER'S attention at least five days prior to the bid date in order for such devices to be noted or clarified in an addendum, otherwise furnished at his own expense.
- B. Cooperate with others in laying out work so that the electrical phase of the work will properly fit the construction and finishes. Space requirements, etc. other than that shown on the plans required to facilitate the electrical construction, shall be brought to the ENGINEER'S attention prior to commencing any work so that proper action may be taken to remedy this.
- C. Exact location of equipment shall be determined on the job. Do not scale electrical drawings for exact location of any equipment. All mounting heights shall be verified prior to rough-in.
- D. ENGINEER reserves the right to change the location of any equipment improperly installed and to change the exact location of any equipment connection location up to twenty feet prior to rough-in with no additional cost to the contract.
- E. Circuit grouping, conduit or cable runs are indicated diagrammatically with number of conductors shown in each raceway to clarify the operation and function of various systems. Provide the proper number of conductors and conduits or cables to produce an operative system as specified herein. Where conductors not shown, consult manufacturer's recommendations.
- F. Branch circuit shall be indicated as 2 or 3 wire circuits unless otherwise noted. No two ungrounded conductors will be connected to the same ungrounded main in any panel. There shall be no splicing of branch circuit conductors in any panel, safety switch or non-automatic circuit breaker in separate enclosures.
- G. All materials shall be new (unless otherwise noted on the drawings or specified herein) and of approved equal or superior quality to those specified. All equipment or materials shall

conform to the latest requirements of Underwriter's Laboratories, National Electrical Code, National, State or local agency having jurisdiction, American National Standards Institute (ANSI), National Electrical Safety Code and National Fire Protection (NFPA) Codes.

- H. All conductors shall be color coded as specified herein. All conductors not complying with the specified color code shall be removed and replaced solely at the electrical subcontractor's expense.
- I. All materials, devices, equipment, etc. shall be installed, tested and connected in strict compliance with manufacturer's recommendations.
- J. Install all materials, equipment, devices, etc. in a neat and workmanlike manner. Use only experienced labor or employ appropriate subcontractor to do all cutting and patching necessary for the installation of his materials.
- K. Protect from damage all apparatus and equipment furnished on this project. Equipment and materials shall be properly stored and adequately protected and carefully handled to prevent damage before and during installation. Equipment and materials shall be handled, stored and protected in accordance with the manufacturer's recommendations and as approved by the ENGINEER. Electrical conduit shall be stored to provide protection from the weather and accidental damage. Plastic conduit shall be stored on even supports and in locations not subject to direct sun rays or excessive heat. Cables shall be sealed, stored and handled carefully to avoid damage to the outer covering or insulation and damage from moisture and weather. Any piece of equipment or material marred or damaged shall be repaired, repainted and/or replaced to the complete satisfaction of the ENGINEER.
- L. Any piece of equipment, switch, device, etc. shown mounted on and/or adjacent to any installed equipment which, if installed, may impair the proper operation of that equipment, shall be removed by the electrical contractor/subcontractor as required in order that installed equipment shall function properly. ENGINEER shall be notified immediately if any such condition exists.

1.07 Removal of Salvage Material and Debris

It shall be the responsibility of the CONTRACTOR to have all trash, salvage material, etc. related to the electrical work completely removed from the project site at all times during construction.

1.08 Trenching and Backfilling

- A. All trenching shall be done by mechanical means and all sides straight and vertical. Width of trenches shall not exceed eight inches on either side of placed equipment.
- B. All backfill shall be made with red sand (unless otherwise specified) and packed by mechanical means every six inches and left with a six-inch layer above finish grade to allow settling unless asphalt or concrete topping is to be provided.
- C. Where required by safety or recommended standards and where any excavated trench or hole is more than five feet deep, install shoring on all sides to protect against sides caving in. Shoring method and material shall be the CONTRACTOR's responsibility.

1.09 Cutting, Patching, Finishing and Painting

- A. The CONTRACTOR shall be responsible for all cutting required to install his work. All existing walls shall be carefully trenched, cut, etc. to depths required to completely recess conduit and boxes. Where masonry walls are encountered, blocks and/or brick shall be carefully saw cut to exact box dimensions and conduit shall be routed in cavities, air spaces, etc.
- B. It shall be the responsibility of the CONTRACTOR to have all patching, finishing, painting, etc. done by qualified personnel related to his work.
- C. It shall be the responsibility of the CONTRACTOR to have all exposed conduit, piping and wireways painted where exposed in any space or location.

1.10 Corrosion Protection

It is the intent of these specifications to have all joints, connections, etc. exposed to climatic conditions to be completely watertight using the following:

- A. Nylon gland rings on all Liquid-tite conduit connectors.
- B. Nylon gland rings on all locknuts installed in boxes subject to moisture.
- C. Insulated throat connectors on all compression connectors.
- D. Corrosion inhibitors shall be placed in all environmental, control panels, exposed to damp or wet locations. Inhibitors shall be an approved equal to "Hoffman" A-HCI-1, A-HCI-5 and A-CI-40 and shall be sized in accordance with volume content of the device to be protected.
- E. Where equipment is exposed to severe conditions such as salts, acids, alkalies, sewer gases, etc., all equipment shall be sprayed inside and out with two coats of General Electrical Glyptal No. 1201-A or an approved equal.

1.11 Project Site Inspection

It shall be the responsibility of the CONTRACTOR to visit the proposed sites and make his own observation of the work to be done under the plans and specifications and same shall be contained in his bid proposal. Failure to do so will not relieve him of any responsibility and will not be justification for requesting additional money from the OWNER.

1.12 Coordination of Existing Utilities

It shall be the responsibility of the CONTRACTOR to coordinate all existing utilities location both overhead and underground and verify their locations with the various utilities prior to commencing any work. CONTRACTOR shall call Mississippi One Call 811 and obtain a utility location request number and refer to this number each time a utility company is notified of diggings or trenching near their utilities. Failure to do this shall not relieve him of any responsibility and will not be justification for requesting additional money from the OWNER due to damage of any of these utility lines.

1.13 Construction Tools, Utilities and Buildings

The CONTRACTOR shall furnish all tools, utilities, job office and storage buildings required for his use and to protect all electrical equipment as directed by the ENGINEER.

1.14 Payment Items

Progress payments shall be made to the CONTRACTOR based on the percentage of work performed on various payment items. The electrical payment items shall be included with the preliminary schedule of values and payment requests submitted by the CONTRACTOR.

1.15 Manufacturer's Recommendations

Where installation procedures are specified to be in accordance with the recommendations of the manufacturer of the material or equipment being installed, printed copies of these recommendations shall be furnished to the ENGINEER by the CONTRACTOR prior to installation. Installation of the item will not be allowed to proceed until the recommendations are received. Failure to furnish these recommendations can be cause for rejection of the material.

1.16 Submittals

Specific items requiring submittals shall be as specified herein. Shop drawings shall be submitted and approved before procurement, fabrication or delivery of such items to the project site. Partial submittals are not acceptable; such submittals will be returned without review.

- A. **Manufacturer's Data:** Submittals for each manufactured item shall be manufacturer's descriptive literature, equipment drawings, diagrams, performance and characteristic curves and catalog cuts. Each submittal shall include the manufacturer's name, trade name, catalog model or number, nameplate data, size, layout dimensions, capacity, specification reference, applicable federal, military and industry specification references and all other information necessary to establish contract compliance.
- B. **Shop drawings** shall show types, sizes, accessories, elevations, plans, sectional view, installation details, elementary diagrams and wiring diagrams. Wiring diagrams shall identify circuit terminals and shall indicate the internal wiring for each item of equipment and the interconnection between the items. Drawings shall also indicate adequate clearance for operation, maintenance and replacement of operating equipment devices. If any equipment is disapproved, the drawings shall be revised to show acceptable equipment and be resubmitted.
- C. **Standards Compliance:** When materials or equipment must conform to the standards of organizations such as the American National Standards Institute (ANSI), American Society for Testing and Materials (ASTM), National Electrical Manufacturer's Association (NEMA) and Underwriters' Laboratories (UL), proof of such conformance shall be submitted to the ENGINEER for approval. If any organization uses a label or listing to indicate compliance with a particular standard, the label or listing will be acceptable evidence, unless otherwise specified in the individual sections. In lieu of the label or listing, the CONTRACTOR shall submit a certificate from an independent testing organization, which is competent to perform acceptable tests and is approved by the ENGINEER. The certificate shall state that the item has been tested in accordance with the specified organization's test methods and that the item conforms to the specified organization's standard. For materials and equipment whose

compliance with organizational standards or specifications is not regulated by an organization using its own listing or label as proof of compliance, a certificate of compliance from the manufacturer shall be submitted for approval. The certificate shall identify the manufacturer, the product and the referenced standard and shall simply state that the manufacturer certifies that the product conforms to all requirements of the project specification and of the referenced standards listed.

PART 2 – PRODUCTS

2.01 Materials and Equipment

All materials, equipment and devices shall, as a minimum standard, meet the requirements of UL where UL standards are established for those items and the requirements of NFPA 70. All items shall be new unless specified or indicated otherwise.

2.02 Nameplates

Fed. Spec. L-P-387. Provide laminated plastic nameplates for each panel, transformer, relay, contactor, starter, safety switch and device. Each nameplate inscription shall identify the equipment and serving panel, and when applicable, the location. Nameplates shall be melamine plastic, 0.125-inch thick, white with black center core. Surface shall be matte finish. Corners shall be square. Accurately align lettering and engrave into the black core. Minimum size of nameplates shall be as follows:

- A. Style No. 1: 1.0 inch by 2.5 inches for panelboard and terminal cabinet enclosures.
- B. Style No. 2: 0.5 inch by 1.5 inches for safety switches, enclosed individually mounted circuit breakers, small junction/terminal boxes, etc.

2.03 Warning Signs

ANSI Z35.1. Provide warning signs for the electric panel boards. Provide signs with the legend "DANGER HIGH VOLTAGE KEEP OUT" printed in three lines of nominal 3-inch high letters.

PART 3 – EXECUTION

3.01 Nameplate Mounting

Provide number, location and letter designation of nameplates. Fasten nameplates to the device or enclosure with a minimum of two oval head stainless steel screws.

3.02 Painting of Equipment

- A. Factory Applied: Electrical equipment shall have factory-applied painting systems which shall, as a minimum, meet the requirements of NEMA ICS 6 corrosion-resistance test.
- B. Field Applied: Paint electrical equipment as required to match finish or to meet safety criteria. Painting shall be a minimum of three coats consisting of primer and two finish coats. Touch-up paint of all equipment shall be required where equipment has become

damaged as a result of handling, rusting, etc. Paint shall be applied in even three coats, consisting of prime coat and two finish coats. See plans for special PVC applications.

****END OF SECTION****

SECTION 16020

CODES AND STANDARDS

PART 1 – GENERAL

1.01 Description

The following codes and standards shall be complied with as though fully written herein in these specifications and shall be applicable to CONTRACTOR, supplier and manufacturer. Dates and amendments shall be the latest edition thereof in force at time of project bid date. Bidders shall be responsible for obtaining their own copies of these codes and standards and pay all cost thereof. Bidders may request addresses of codes and standards issuing agency from ENGINEER in writing in sufficient time to obtain required copies from issuing standards institute.

- A. National Fire Protection Association (NFPA)
 - NFPA 70 National Electrical Code (N.E.C.)
 - NFPA 78 Lightning Protection Code
 - NFPA 77 Recommended Practice on Static Electricity
- B. American National Standards Institute (ANSI)
 - ANSI B16.11 Forged Steel Fittings, Socket Welding and Threaded
 - ANSI C57.12.01 General Requirements for Dry-Type Distribution and Power Transformers
 - ANSI C57.12.91 Test Code for Dry-Type Distribution and Power Transformers
 - ANSI Z35.1 Accident Prevention Signs
 - C80.1 Specification for Rigid Steel Conduit, Zinc-Coated
- C. Occupational Safety and Health Act (OSHA) Requirements
- D. Underwriters Laboratories (UL)
 - UL 6 Rigid Metallic Conduit
 - UL 50 Cabinets and Boxes
 - UL 360 Liquid-Tite Flexible Steel Conduit
 - UL 467 Grounding and Bonding Equipment
 - UL 486A Wire Connectors and Soldering Lugs for Use with Copper Conductors
 - UL 468C Splicing Wire Connectors
 - UL 489 Molded Case Circuit Breakers
 - UL 508 Enclosures
 - UL 510 Insulating Tape
 - UL 514A Outlet Boxes and Fittings
 - UL 651 Schedule 40 and 80 Rigid PVC Conduit
 - UL 854 Service-Entrance Cables
 - UL 869 Service Equipment
 - UL 943 Ground-Fault Circuit Interrupters
 - UL 1059 Terminal Blocks
 - UL 1449 Transient Voltage Surge Suppressors
 - UL 1561 Dry-Type General Purpose and Power Transformers

	UL 1581	Reference Standard for Electrical Wires, Cables and Flexible Cords
E.	National Electrical Manufacturer's Association (NEMA)	
	WC3	Rubber-Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy
	TC3	PVC Fittings for Use with Rigid PVC Conduit and Tubing
	RN1	PVC Externally Coated Rigid Galvanized Steel Conduit and Electrical Metallic Tubing
	ICS1	General Standards for Industrial Control and Systems
	ICS2	Standards for Industrial Control Devices, Controllers and Assemblies
	ICS6	Terminal Blocks for Industrial Control Equipment and Systems
	TC2	Electrical Plastic Tubing (EPT) and Conduit EPC-40 and EPC-80
	TR1	Transformers, Regulators and Reactors
	WD1	General Purpose Wiring Devices
	LA1	Surge Arrestors
F.	Institute of Electrical and Electronic Engineers (IEEE): Standard Dictionary of Electrical and Electronics Terms	
G.	American Society for Testing and Materials (ASTM)	
	A53	Pipe, Steel, Black and Hot-Dipped Zinc-Coated
	A123	Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
	A153	Zinc Coating (Hot-Dip) on Iron and Steel Hardware
	B8	Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard or Soft
	A525	General Requirements for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process
	A780	Repair of Damaged Hot-Dip Galvanized Coatings

PART 2 – PRODUCT NOT USED

PART 3 – EXECUTION NOT USED

****END OF SECTION****

SECTION 16030

ELECTRICAL SYSTEMS SCHEDULE

PART 1 – GENERAL

1.01 DESCRIPTION

- A. CONTRACTOR to furnish all materials and labor and perform all operations, including, but not limited to, coordination with general construction shop and field drawings, manufacturer's recommendations and installation instructions, to produce a complete and operative system. It is specifically noted that the plans are diagrammatic and the specifications are descriptive and do not show every piece of equipment, conduit, wiring boxes, etc.; however, where any mention of a system or system operation is indicated in the contract documents, CONTRACTOR shall provide material and labor for that system to be fully operational to the satisfaction of the ENGINEER and OWNER.
- B. The following operative systems shall be applicable to this project.
 - 1. Removal of existing tennis court fixtures.
 - 2. Installation of new LED tennis court fixtures.
 - 3. Lighting systems complete with fixtures, accessories, mounting hardware, lamps, poles, etc.

PART 2 – PRODUCTS NOT USED

PART 3 – EXECUTION NOT USED

END OF SECTION

SECTION 16040

BASIC MATERIALS AND METHODS

PART 1 – GENERAL

1.01 Description

- A. Equipment and materials specified by manufacturer's name and catalog number or an approved equal by the ENGINEER unless otherwise specifically stated herein.
- B. CONTRACTOR shall submit to the ENGINEER in triplicate, typewritten copies of all electrical materials and equipment proposed for use on the project within ten (10) days after award of contract. If this list is not received prior to fifteen (15) days after award of contract, CONTRACTOR is required to furnish specified items by manufacturer and catalog number.
- C. Verbal or written requests by sales agents, manufacturer's agents, CONTRACTOR'S or subcontractors for substitutions of specified equipment by manufacturer and catalog number prior to opening of bids will not be considered or approved. In no case will prior approval be given verbally or in writing of any equipment whether specified by manufacturer and catalog or not prior to opening of bids.
- D. CONTRACTOR shall not place any orders or release shipment of any piece of equipment or materials until all formal submittals have been approved by ENGINEER including any supplemental submittal requirements requested by the ENGINEER.
- E. Samples of any equipment or materials may be required at the ENGINEER's request. This shall apply to specified items and substituted items. Samples shall be made available to the ENGINEER at his designated location. Special equipment such as motor control centers, generators, automatic transfer switch, radio equipment, fire alarm or intrusion alarm systems would be required to be set up and inspections made available at the manufacturer's plant locations. All expenses for travel, per diem, etc. will be paid for by the CONTRACTOR. This expense may include an OWNER'S representative.
- F. The ENGINEER's opinion shall be final and binding on the approved equal status for equality of any substituted item from that listed by manufacturer and/or manufacturer catalog number.
- G. Submittals for approval by ENGINEER shall include shop drawings, manufacturer's brochures and data sheets, samples where required such as paint, waterproofing, marking tape, wiring and cable; test reports, testing procedures, finishes, etc. Refer to Section 01340.
- H. Submittals shall be required, but not limited to, the following:
 - 1. Led Tennis Court Fixtures.
 - 2. Photometric Analysis.

PART 2 – PRODUCTS NOT USED

PART 3 – EXECUTION NOT USED

END OF SECTION

SECTION 16180
EQUIPMENT WIRING SYSTEMS

PART 1 – GENERAL

1.01 Description

Make all final electrical connections to all equipment shown on drawings or required for a complete and operable system.

All final electrical connections shall be made in strict compliance with NPFA-70 National Electrical Code, latest edition.

1.02 Related Sections

- A. Section 16010, General Provisions.
- B. Section 16020, Codes and Standards.

1.03 Project Record Documents

Submit documents in accordance with provisions of Section 01720.

PART 2 – PRODUCTS

Products are listed under related sections of the specifications.

PART 3 – EXECUTION

3.01 Instructions

- A. Shall be installed in conduit where and as shown on the drawings and in accordance with drawings and specifications.
- B. Power connections shall be as follows:
 - 1. Connect new LED fixtures to existing conductors in poles.

END OF SECTION

SECTION 16190
SUPPORTING DEVICES

PART 1 – GENERAL

1.01 Description

- A. LED fixture installation and supports.
- B. Fastening hardware.

1.02 Related Work

Refer to Sections 03200, 03250, 03300 and 03600.

1.03 Quality Assurance

Support systems shall be adequate for weight of equipment and conduit, including wiring, which they carry.

PART 2 – PRODUCTS

2.01 Material

- A. Support Channel: Galvanized.
- B. Hardware: Corrosion-resistant.

PART 3 – EXECUTION

3.01 Installation

- A. Fabricate supports from steel angle and steel channel, rigidly welded or bolted to present a neat appearance. Use hexagon head bolts with Bellville washers under all nuts.

END OF SECTION

SECTION 16195

ELECTRICAL IDENTIFICATION

PART 1 – GENERAL

1.01 Description

- A. Nameplates.
- B. Wire and cable markers.

1.02 Related Work

Section 16010, General Requirements.

1.03 Submittals

- A. Submit shop drawings under provisions of Sections 16010 and 01340.
- B. Include schedule for nameplates.

PART 2 – PRODUCTS

2.01 Materials

- A. Nameplates: Engraved three-layer laminated plastic, white letters on a black background.
- B. Wire and Cable Markers: Cloth markers, split sleeve or tubing type.

PART 3 – EXECUTION

3.01 Installation

- A. Degrease and clean surfaces to receive nameplates.
- B. Install nameplates parallel to equipment lines.
- C. Secure nameplates to equipment fronts and panels using stainless steel screws.

3.02 Wire Identification

Provide wire markers on each conductor in enclosures and at load connection. Identify with branch circuit number for power circuits and with control wire number as indicated on equipment manufacturer's shop drawings for control wiring.

3.03 Nameplate Engraving Schedule

Provide nameplates to identify all electrical distribution and control equipment and loads served. Letter Height: 1/8 inch (3 mm) for individual switches and loads served and 1/4 inch (6 mm) for control equipment panel identification unless noted otherwise.

****END OF SECTION****

SECTION 16520

TENNIS COURT LIGHTING SYSTEM

PART 1 – GENERAL

1.01 Description

A. Instructions

1. The tennis courts shall be lighted with LED fixtures installed on existing steel poles.
2. Lighting levels shall be as given below and are average maintained values assuming yearly cleaning of fixtures and a LLF of .8, and 50,000 lamp burning hours.
Tennis Courts – 35 to 45 FC with max/min = 2.
Levels shall have average to minimum ratios not to exceed 1.3 for the tennis courts.
3. Degradation of the LED light shall not be more than 15% over life of fixture burning hours.
4. Manufacturer shall supply with shop drawings a complete tennis court layout with photometric analysis diagram and FC plot.
5. Fixtures to be LED with 65,000 initial lumens or approved equal to meet the average footcandle requirement.
6. After final installation, a footcandle plot shall be made by Contractor using approved meter. This plot to be given to Engineer. After Engineer determines all is ready, a final check shall be made by Engineer to verify all values.

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, April 7, 2020

Re: Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
File Number: 2020-224
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. 2020-224, Approve the sale of grave spaces.

Please place this on the April 7, 2020 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: March 10, 2020

The following represents the grave spaces sold on March 10, 2020.

Deborah Holder

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 62, Section 35, Highland Cemetery

Ella Tiebout

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 5, Section 24, Highland Cemetery

Carla Jones

(2) Spaces \$ 350.00

Northeast Quarter (NE ¼)

Lot 22, Section 37, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: March 16, 2020

The following represents the grave spaces sold on March 16, 2020.

Ceddrina Williams

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 64, Section 34, Highland Cemetery

Edna Earle Santee

(1) Space \$ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 58, Section 35, Highland Cemetery

Johnny Ray Thomas

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 46, section 34, Highland Cemetery

Bobbie Breland

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 71, Section 26, Highland Cemetery

Michael Breland

(1) Space \$ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 71, Section 26, Highland Cemetery

Philip Singleterry

(2) Spaces \$ 350.00

Northwest Quarter (NW ¼)

Lot 119, Section 38, Highland Cemetery

Philip Singleterry

(3) Spaces \$ 350.00

Southeast Quarter (SE ¼)

Lot 118, Section 38, Highland Cemetery

Jake Fernandez

(1) Space \$ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 30, Section 34, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: March 23, 2020

The following represents the grave spaces sold on March 23, 2020.

Delmon Myers

(1) Space \$ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 48, Section 34, Highland Cemetery

Billy Joe Lang

(1) Space \$ 175.00

North half (N ½) of the Southwest Quarter (SW ¼)

Lot 53, Section 35, Highland Cemetery

James & Eddie Adams

(1) Space \$ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 20, Section 35, Highland Cemetery

James & Eddie Adams

(2) Spaces \$ 350.00

Northeast Quarter (NE ¼)

Lot 20, Section 35, Highland Cemetery

Kenton Clark

(1) Space \$ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 124, Section 38, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: March 24, 2020

The following represents the grave spaces sold on March 24, 2020.

Louis J. Hilton

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 24, Section 37, Highland Cemetery

Roger Jenkins

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 102, Section 38, Highland Cemetery

Roger Jenkins

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 102, Section 38, Highland Cemetery

Roger Jenkins

(4) Spaces \$ 700.00

South Half (S ½)

Lot 102, Section 38, Highland Cemetery

Roger Jenkins

(4) Spaces \$ 700.00

North Half (N ½)

Lot 110, Section 38, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: March 25, 2020

The following represents the grave spaces sold on March 25, 2020.

Daniel C. and Cindy L. Byers

(2) Spaces \$ 350.00

Southeast Quarter (SE ¼)

Lot 22, Section 37, Highland Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02-05 2020

SOLD TO:

Mr.. Mrs. Miss Deborah Holder

ADDRESS 105 Toney Dr Apt 1 Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NE 1/4 Lot No. 62 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

By James G. Baker
Supt. of City Cemeteries

CK # 01297 (H.H.)

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-06 2020

SOLD TO:

Mr.. Mrs. Miss Ella Tiebout

ADDRESS 101 N. 31st Ave. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NE 1/4 Lot No. 5 Section No. 24 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By James G. Baker
Supt. of City Cemeteries

CK # 15351

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-06 2020

SOLD TO:

Mr.. Mrs. Miss Carla Jones

ADDRESS 115 Country Rd Petal, MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

NE 1/2 1/4 Lot No. 22 Section No. 37 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By James G. Baker
Supt. of City Cemeteries

CK # 1336 (H.H.)

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-12 2020

SOLD TO:

Mr.. Mrs. Miss Ceddina Williams

ADDRESS 519 N. 19th Ave Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 64 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

cash Did not want
to go and 9/6
see plot!

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02-13 2020

SOLD TO:

Mr.. Mrs. Miss Edna Earle Senter

ADDRESS 6024 Da... ..

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 52 Section No. 35 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., 03-13 2020

SOLD TO:

Mr.. Mrs. Miss Johnny Ray Thomas

ADDRESS 102 West 2nd St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 46 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., 2-3-13 2022

SOLD TO:

Mr.. Mrs. Miss Bethne Breland

ADDRESS 27 High Meadows Cir. Petal, MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 71 Section No. 24 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CR # 4253

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 2-3-13 2022

SOLD TO:

Mr.. Mrs. Miss Michael Breland

ADDRESS 27 High Meadows Cir Petal, MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 71 Section No. 24 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CR # 4254

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 2-4-11 2022

SOLD TO:

Mr.. Mrs. Miss Jake Fernandez

ADDRESS 608 E. Country Home Rd Ellenton, MS 39427

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SE 1/4 Lot No. 30 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CR # 3507500001

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-12 2020

SOLD TO:

Mr. Mrs. Miss Philip Singletary
ADDRESS 53 Belle Terre Blvd Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

SE $\frac{1}{2}$ Lot No. 118 Section No. 38 in Hickman Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CK # 8025

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03-12 2020

SOLD TO:

Mr. Mrs. Miss Philip Singletary
ADDRESS 53 Belle Terre Blvd Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

NW $\frac{1}{2}$ Lot No. 119 Section No. 38 in Hickman Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CK 8025

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 3/19/20 2020

SOLD TO:

Mr. Mrs. Miss

Delman Myers

ADDRESS

25 Zadele Lane, Doral, MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SE 1/4 Lot No. 48 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 Delman Myers
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-17 2020

SOLD TO:

Mr. Mrs. Miss

Billy Joe Lane

ADDRESS

1514 Cedar St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 53 Section No. 35 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$ 175.00

Ck # 1039 (Hattiesburg)

CITY OF HATTIESBURG, MISSISSIPPI

By Darryl Taylor
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 2-17 2020

SOLD TO:

Mr. Mrs. Miss

James & Eddie Adams

ADDRESS

1235 Beverly Hills Rd Hattiesburg, MS

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SE 1/4 Lot No. 20 Section No. 35 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$ 175.00

Ck # 4434

CITY OF HATTIESBURG, MISSISSIPPI

By Darryl Taylor
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 3/17 2021

SOLD TO:

Mr. Mrs. Miss James & Eddie Adams

ADDRESS 1235 Beverly Hills Rd Hattiesburg, MS

desires to purchase the grave space described below, subject to Cemetery regulations.

NE 1/2 Lot No. 20 Section No. 35 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

cc # 1424
Did not want to new site

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 3/14 2020

SOLD TO:

Mr. Mrs. Miss Kentia Clark

ADDRESS 937 J. B. Harne Rd. Hattiesburg, MS. 39461

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 124 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

cc # 5256
Hburg Health + Rehab

006286

\$ 150.00Date 03/24/2020Received of Angel HiltonCash _____ Check Debit CardFor Opening + ClosingRe: Louis J. Hilton

CITY OF HATTIESBURG

By Debrah B. BurreCITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACESHattiesburg, Miss., 03/24/2020

SOLD TO:

Mr., Mrs. Miss Louis J. HiltonADDRESS 114 Plantation Blvd, Hattiesburg, MS 39402

Desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 24 Section No. 37 in Highland CemeteryNumber of grave spaces 1 Price per grave space \$ 175.00Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Debrah B. Burre
Supt. of City CemeteriesDebit Card

Takeshia Blakely

Debrah Burre
Supt. of City CemeteriesI agree to pay above total amount
according to publisher's agreement
(Merchant agreement to credit supplier)03/24/20
Inv #: 000001
Appr'd: Online
Batch#: 000001
12:02:13
Appr Code: 000023Total: \$ 325.00
Entry Method: Cnp

Sale

Book #: 0001
Merchant ID: 7967
Term ID: 0001CITY OF HATTIESBURG CEMETERY A
3901 N 21st St
Hattiesburg, MS 39401
(601) 575-9661

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03/24/ 20 20

SOLD TO:

Mr., Mrs. Miss Roger Jenkins

ADDRESS 142 Cambrooke, Hattiesburg, MS 39402

Desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 — 1/4 Lot No. 110 Section No. 38 in Hillwood Cemetery

Number of grave spaces 4 Price per grave space \$ 175.00

Price Received \$ 700.00

CITY OF HATTIESBURG, MISSISSIPPI

By Herbert R. Jenkins
Supt. of City Cemeteries

Debit card

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03/24/ 20 20

SOLD TO:

Mr., Mrs. Miss Roger Jenkins

ADDRESS 142 Cambrooke, Hattiesburg, MS 39402

Desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 — 1/4 Lot No. 102 Section No. 38 in Hillwood Cemetery

Number of grave spaces 4 Price per grave space \$ 175.00

Price Received \$ 700.00

CITY OF HATTIESBURG, MISSISSIPPI

By Herbert R. Jenkins
Supt. of City Cemeteries

Credit card

CITY OF HATTIESBURG CEMETERY A
3801 N 7TH ST
HATTIESBURG, MS 39401
(601) 545-9461

Bank ID: 6011
Merchant ID: 0507
Term ID: 001

Sale

XXXXXXXXXXXX6478
VISA

Entry Method: Swiped

Total: \$ 1,750.00

03/24/20

14:39:16

Inv #: 000002

App Code: 06761A

Approved: Online

Batch#: 000001

Reference Ref: 00000002

I agree to pay above total amount
according to card payment agreement
(Merchant agreement is credit cardholder's)

Herbert R. Jenkins

DATE: 03/24/20

TIME: 14:39

Herbert R. Jenkins

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03/24/ 20 20

SOLD TO:

Mr. Mrs. Miss Roger Jenkins

ADDRESS 142 Cambridge, Hattiesburg, MS 39402

Desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 102 Section No. 38 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 Dorothy B. Moore
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 03/24/ 20 20

SOLD TO:

Mr. Mrs. Miss Roger Jenkins

ADDRESS 142 Cambridge, Hattiesburg, MS 39402

Desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NE 1/4 Lot No. 102 Section No. 38 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 Dorothy B. Moore
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., March 23, 2020

SOLD TO:

Mr. Mrs. Miss DANIEL C AND CINDY L BYERS

ADDRESS 1108 N MAIN ST, HATTIESBURG 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SE 1/4 Lot No. 22 Section No. 37 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CK # 5242

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 Deborah Holder, 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 Northeast Quarter (NE¼)

Lot 62 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 7th day of April, 2020.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of April 2020.

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 Ella Tiebout, 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 Northeast Quarter (NE¼)

Lot 5 Section 24

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of April, 2020.

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 7th day of April 2020.

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, Carla 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:

Northeast Quarter (NE¼)

Lot Number 22 Section Number 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day April, 2020.

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 7th day of April, 2020

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 Ceddrina Williams, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northeast Quarter (NE¼)

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 7th day of April, 2020.

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 7th day of April 2020.

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 Edna Earle Santee, 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 Southeast Quarter (SE¼)

Lot 58 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 7th day of April, 2020.

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 7th day of April 2020.

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 Johnny Ray Thomas, 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 46 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 7th day of April, 2020.

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 7th day of April 2020.

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 Bobbie Breland, 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 71 Section 26

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of April, 2020.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of April 2020.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Michael Breland, 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 71 Section 26

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of April, 2020.

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 7th day of April 2020.

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 Jake Fernandez, 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 30 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 7th day of April, 2020.

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 7th day of April 2020.

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, Philip Singleterry, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¼)

Lot Number 118 Section Number 38

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 7th day April, 2020.

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 7th day of April, 2020

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, Philip Singleterry, 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 119 Section Number 38

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 7th day April, 2020.

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 7th day of April, 2020

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 Delmon Myers, 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 Southeast Quarter (SE¼)

Lot 48 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 7th day of April, 2020.

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 7th day of April 2020.

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 Billy Joe Lang, 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 53 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 7th day of April, 2020.

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 7th day of April 2020.

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 James & Eddie Adams, 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 20 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 7th day of April, 2020.

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 7th day of April 2020.

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, James & Eddie Adams, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¼)

Lot Number 20 Section Number 35

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 7th day April, 2020.

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 7th day of April, 2020

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 Kenton Clark, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)

Lot 124 Section 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of April, 2020.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of April 2020.

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 Louis J. Hilton, 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 24 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 7th day of April, 2020.

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 7th day of April 2020.

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 Roger Jenkins, 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 102 Section 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of April, 2020.

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 7th day of April 2020.

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 Roger Jenkins, 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 Northeast Quarter (NE¼)

Lot 102 Section 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of April, 2020.

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 7th day of April 2020.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of SEVEN HUNDRED AND NO/100 Dollars (\$700.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Roger Jenkins, 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)

Lot Number 102

Section Number: 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing Four (4) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of April, 2020.

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 7th day of April, 2020.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of SEVEN HUNDRED AND NO/100 Dollars (\$700.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Roger Jenkins, 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)

Lot Number 110

Section Number: 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing Four (4) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of April, 2020.

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 7th day of April, 2020.

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, Daniel C. and Cindy L. Byers, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE $\frac{1}{4}$)

Lot Number 22 Section Number 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day April, 2020.

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 7th day of April, 2020

My Commission Expires:

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, April 7, 2020

Re: Approve claims docket for the period ending March 31,2020.
File Number: 2020-213
Minute Book #

Summary

Approve claims docket for the period ending March 31,2020.

Recommendation Statement

I recommend approval of this item.

Please place this on the April 7, 2020 City Council meeting for consideration.

00001 AT&T MOBILITY	287273578351	00197929	19003713	WIRELESS SERV 2/20 VARI DEPTS	03/31/20	276295	5,717.50-
00001 AT&T MOBILITY	287273861504	00197925	19003724	GPS TRACKING 2/20 VARI DEPTS	03/31/20	276295	5,156.80-
00001 AT&T MOBILITY	287289913717	00197905	19003730	WIRELESS SERV 2/20 POLICE	03/31/20	276295	5,268.01-

AT&T MOBILITY							16,142.31-
Sum							
00001 AUTO ARMATURE SERVICE IN 20351		00197789	19003771	BATTERY U#20504 PUBLIC WORKS	03/31/20	276296	132.95-
00001 AUTO ARMATURE SERVICE IN 20352		00197789	19003772	BATTERY U#19294 PUBLIC WORKS	03/31/20	276296	132.95-
00001 AUTO ARMATURE SERVICE IN 20369		00197880	19003806	BATTERIES U#20067 PUB WORKS	03/31/20	276296	333.90-
00001 AUTO ARMATURE SERVICE IN 20401		00198184	19003946	BATTERY U#19307 POLICE	03/31/20	276296	157.95-
00001 AUTO ARMATURE SERVICE IN 20472		00198184	19003947	BATTERY U#15452 POLICE	03/31/20	276296	157.95-
00001 AUTO ARMATURE SERVICE IN 20403		00198197	19003948	STARTER U#19704 POLICE	03/31/20	276296	139.95-
00001 AUTO ARMATURE SERVICE IN 20490		00198159	19003967	BATTERY U#17875 HEALTH	03/31/20	276296	54.95-
00001 AUTO ARMATURE SERVICE IN 20491		00198159	19003968	BATTERY U#11201 HEALTH	03/31/20	276296	54.95-
00001 AUTO ARMATURE SERVICE IN 20492		00198159	19003969	BATTERY U#17874 HEALTH	03/31/20	276296	141.95-
00001 AUTO ARMATURE SERVICE IN 20493		00198159	19003970	BATTERIES U#17876 HEALTH	03/31/20	276296	196.90-
00001 AUTO ARMATURE SERVICE IN 20501		00198174	19003982	BATTERY/UNIT #16239	03/31/20	276296	157.95-

AUTO ARMATURE SERVICE IN							1,662.35-
Sum							
00001 BENECOM TECHNOLOGIES INC 231987		00198090	19003909	AS400 MAINTENANCE	03/31/20	276301	3,996.00-

BENECOM TECHNOLOGIES INC							3,996.00-
Sum							
00001 BIG IRON DIESEL REPAIR L RO3989		00197278	19003775	REPRS U#16083 PUBLIC WORKS	03/31/20	276303	2,535.41-
00001 BIG IRON DIESEL REPAIR L RO3990		00197579	19003782	DIAGNOSTIC CKS SANIT UNITS	03/31/20	276303	814.96-

BIG IRON DIESEL REPAIR L							3,350.37-
Sum							
00001 BILL'S DISCOUNT WHEEL & 32769		00197997	19003963	TIRE REPR U#15915 LAND CODE	03/31/20	276304	24.00-

BILL'S DISCOUNT WHEEL &							24.00-
Sum							
00001 BLOOMS GARDEN SHOP PO#198235 3/		00198235	19004004	911 FLORAL WREATH 2019	03/31/20	276305	182.44-

BLOOMS GARDEN SHOP							182.44-
Sum							
00001 BOURNE BROTHERS PRINTING 74179		00198092	19003906	PRINT FLOOD BROCHURE	03/31/20	276307	100.00-

BOURNE BROTHERS PRINTING							100.00-
Sum							
00001 BRACKMAN MOWER WAREHOUSE 51474		00197911	19003808	MOWER REPR PTS PUBLIC WORKS	03/31/20	276309	240.00-
00001 BRACKMAN MOWER WAREHOUSE 51069		00197309	19003983	LAWN MOWER PARTS/PW	03/31/20	276309	578.08-
00001 BRACKMAN MOWER WAREHOUSE 51933		00198202	19003992	WEED EATER PARTS/PW	03/31/20	276309	354.00-

BRACKMAN MOWER WAREHOUSE							1,172.08-
Sum							
00001 BULK FUELS, LLC 3574		00194563	19003840	MOTOR OIL P/W SHOP	03/31/20	276311	75.00-
00001 BULK FUELS, LLC 3575		00196122	19003841	MOTOR OIL P/W SHOP	03/31/20	276311	75.00-

BULK FUELS, LLC							150.00-
Sum							

00001 C D W GOVERNMENT	XDM4351	00197690 19003768 CRADLEPOINTS POLICE UNITS	03/31/20	276313	4,236.42-

C D W GOVERNMENT					
Sum					4,236.42-
00001 C SPIRE (MEGAGATE)	1512733	00197937 19003717 NETWORK/INTERNET INFO TECH	03/31/20	276314	15,951.28-
00001 C SPIRE (MEGAGATE)	1515747	00197937 19003718 NETWORK/INTERNET INFO TECH	03/31/20	276314	1,308.49-

C SPIRE (MEGAGATE)					
Sum					17,259.77-
00001 CANON FINANCIAL SERVICES	21235233	00198085 19003856 COPIER 3/20 PURCHASING	03/31/20	276315	176.28-

CANON FINANCIAL SERVICES					
Sum					176.28-
00001 CARQUEST AUTO PARTS STOR	14758-136780	00197027 19003777 REPR PTS U#14497 P/W SHOP	03/31/20	276316	127.66-
00001 CARQUEST AUTO PARTS STOR	14758-137310	00197247 19003778 REPR PTS/SUPP P/W SHOP	03/31/20	276316	122.54-
00001 CARQUEST AUTO PARTS STOR	14758-138064	00197788 19003783 REPR PTS U#14715 HEALTH	03/31/20	276316	60.16-
00001 CARQUEST AUTO PARTS STOR	14758-138401	00197970 19003839 REPR PTS U#16239 PUB WORKS	03/31/20	276316	397.71-
00001 CARQUEST AUTO PARTS STOR	14758-138419	00197969 19003849 STARTING FLUID CEMETERY SHOP	03/31/20	276316	47.70-
00001 CARQUEST AUTO PARTS STOR	14758-138688	00198055 19003962 REPR PTS U#15901 RISK MGMT	03/31/20	276316	51.67-
00001 CARQUEST AUTO PARTS STOR	14758-138838	00198170 19003997 PARTS UNIT #13562/CEMETERY	03/31/20	276316	101.76-

CARQUEST AUTO PARTS STOR					
Sum					909.20-
00001 CENTRAL PIPE SUPPLY INC	S100210570.0	00197786 19003837 PERMA PATCH PUBLIC WORKS	03/31/20	276317	850.00-

CENTRAL PIPE SUPPLY INC					
Sum					850.00-
00001 CERTIFIED LABORATORIES	3878235	00197667 19003722 MOTOR OIL POLICE SHOP	03/31/20	276318	1,207.25-
00001 CERTIFIED LABORATORIES	3857339	00197116 19003776 GREASE FOR P/W SHOP	03/31/20	276318	1,010.15-
00001 CERTIFIED LABORATORIES	3869804	00197381 19003781 CHEMICALS SANIT DEPT	03/31/20	276318	857.80-

CERTIFIED LABORATORIES					
Sum					3,075.20-
00001 CHEM-AQUA	3885385	00198185 19004005 WTR TREAT CITYHALL 3/15-25/20	03/31/20	276319	583.33-

CHEM-AQUA					
Sum					583.33-
00001 CINTAS CORPORATION #J66	4044768827	00197853 19003743 UNIFORMS 3/09 TRAFFIC	03/31/20	276323	32.27-
00001 CINTAS CORPORATION #J66	4044768995	00197853 19003744 MOP/MAT 3/09 TRAFFIC	03/31/20	276323	8.04-
00001 CINTAS CORPORATION #J66	4044768927	00197930 19003761 UNIFORMS 3/09 SANIT	03/31/20	276323	165.41-
00001 CINTAS CORPORATION #J66	4045377793	00197944 19003789 UNIFORMS 3/16 PUBLIC WORKS	03/31/20	276323	27.75-
00001 CINTAS CORPORATION #J66	4045378023	00197944 19003790 UNIFORMS 3/16 PUBLIC WORKS	03/31/20	276323	66.60-
00001 CINTAS CORPORATION #J66	4045377631	00197944 19003791 UNIFORMS 3/16 PUBLIC WORKS	03/31/20	276323	82.21-
00001 CINTAS CORPORATION #J66	4045377790	00197944 19003792 UNIFORMS 3/16 PUBLIC WORKS	03/31/20	276323	124.32-
00001 CINTAS CORPORATION #J66	4045377992	00197944 19003793 MOP/MAT 3/16 PUBLIC WORKS	03/31/20	276323	59.22-
00001 CINTAS CORPORATION #J66	4045378004	00197944 19003794 MOP/MAT 3/16 PUBLIC WORKS	03/31/20	276323	23.22-
00001 CINTAS CORPORATION #J66	4045377881	00198005 19003835 UNIFORMS 3/16 TRAFFIC	03/31/20	276323	32.27-
00001 CINTAS CORPORATION #J66	4045378057	00198005 19003836 MOP/MAT 3/16 TRAFFIC	03/31/20	276323	8.04-
00001 CINTAS CORPORATION #J66	4045377896	00198017 19003842 UNIFORMS 3/16 P/W SHOP	03/31/20	276323	92.31-
00001 CINTAS CORPORATION #J66	4045377843	00198017 19003843 UNIFORMS 3/16 CONSTR	03/31/20	276323	139.83-
00001 CINTAS CORPORATION #J66	4045378054	00198021 19003847 UNIFORMS 3/16 SANIT	03/31/20	276323	160.41-
00001 CINTAS CORPORATION #J66	4046025688	00198081 19003876 UNIFORMS 3/23 TRAFFIC	03/31/20	276323	32.27-

00001 CRAIN TRACTOR & EQUIPMEN CP76079	00197601 19003848 TRACTOR BLADES HEALTH DIV	03/31/20	276336	806.16-
00001 CRAIN TRACTOR & EQUIPMEN CP75832	00197240 19003985 FREIGHT	03/31/20	276336	175.00-
00001 CRAIN TRACTOR & EQUIPMEN CP75832	00197240 19003986 PARTS/UNIT #16723	03/31/20	276336	1,206.41-

CRAIN TRACTOR & EQUIPMEN				
Sum				2,187.57-
00001 CUSTOM AUTO CREATIONS 286	00197743 19003897 REMOVE/RESTRIPE UNIT #19706	03/31/20	276337	800.00-

CUSTOM AUTO CREATIONS				
Sum				800.00-
00001 D P S CRIME LAB 90089711	00197924 19003729 ANALYTICAL FEES POLICE DEPT	03/31/20	276338	960.00-

D P S CRIME LAB				
Sum				960.00-
00001 DAKTECH COMPUTERS INV0339972	00197512 19003889 VIDEO CARDS/MEMORY STICKS	03/31/20	276339	489.00-
00001 DAKTECH COMPUTERS INV0340006	00197513 19003896 COMPUTERS-HPD CRIME SCENE	03/31/20	276339	1,858.00-

DAKTECH COMPUTERS				
Sum				2,347.00-
00001 E S R I (ENVIR SYS RESEA 93794830	00197652 19003719 ARCGIS TRACKER LICENSE 20-21	03/31/20	276342	270.00-
00001 E S R I (ENVIR SYS RESEA 93794831	00197652 19003720 ENTERPRISE LICENSE AGREEMENT	03/31/20	276342	35,000.00-

E S R I (ENVIR SYS RESEA				
Sum				35,270.00-
00001 ECONOMY SUPPLY CO 029862	00197875 19003770 BLDG MATLS SCHOOL CROSS LITES	03/31/20	276343	128.98-
00001 ECONOMY SUPPLY CO 028996	00197272 19003964 BLDG MATLS P/W EQUIP ROOM	03/31/20	276343	656.45-
00001 ECONOMY SUPPLY CO 030185	00197951 19003965 DOORS/MATLS EQUIP RM BREAK IN	03/31/20	276343	803.80-
00001 ECONOMY SUPPLY CO 030612	00198149 19003989 CEMENT/PW	03/31/20	276343	976.50-

ECONOMY SUPPLY CO				
Sum				2,565.73-
00001 EMERGENCY EQUIPMENT PROF 449426	00197518 19003738 REPR PTS U#20315 FIRE DEPT	03/31/20	276345	97.14-

EMERGENCY EQUIPMENT PROF				
Sum				97.14-
00001 EMPIRE TRUCK SALES (H'BU CE006163161:	00197963 19003811 REPR PTS U#19948 &19947 SANIT	03/31/20	276346	192.50-
00001 EMPIRE TRUCK SALES (H'BU CE006163234:	00198004 19003844 REPR PTS U#20068 SANIT	03/31/20	276346	33.20-

EMPIRE TRUCK SALES (H'BU				
Sum				225.70-
00001 ENVIRONMENTAL SERVICES L 163MI19	00198002 19003826 MOLD INSPECTION CITY HALL	03/31/20	276347	2,475.00-

ENVIRONMENTAL SERVICES L				
Sum				2,475.00-
00001 EQUIFAX INFORMATION SERV 5578183	00198057 19003865 ONLINE INVESTIGATION POLICE	03/31/20	276348	10.67-

EQUIFAX INFORMATION SERV				
Sum				10.67-
00001 EVIDENT INC 155576A	00197662 19003723 EVIDENCE LABELS POLICE DEPT	03/31/20	276350	79.50-

EVIDENT INC				
Sum				79.50-

00001 FASTENAL COMPANY	MSHAT224846	00197896 19003779	EXTENSION CORDS CONST A/C DEP	03/31/20	276352	109.82-

FASTENAL COMPANY						
Sum						109.82-
00001 FEDERAL EXPRESS	6-961-15725	00198120 19003928	PACKAGE TO MDA 31ST & ALLEY	03/31/20	276353	23.76-

FEDERAL EXPRESS						
Sum						23.76-
00001 FV RECYCLING	PO 195150	00195150 19003971	REPLACE CHECK #274563	03/26/20	10006	478.25-
00001 FV RECYCLING	2020-1052	00198106 19003937	RECYCLE FEES 3/20 SANIT	03/31/20	276356	66.00-
00001 FV RECYCLING	2020-2176	00198106 19003938	RECYCLE FEES 3/20 SANIT	03/31/20	276356	114.75-
00001 FV RECYCLING	2020-2177	00198106 19003939	RECYCLE FEES 3/20 SANIT	03/31/20	276356	63.75-
00001 FV RECYCLING	2020-2178	00198106 19003940	RECYCLE FEES 3/20 SANIT	03/31/20	276356	143.75-

FV RECYCLING						
Sum						866.50-
00001 GALL'S LLC	015240010	00197592 19003803	BLANK NAME TAGS P/F ACADEMY	03/31/20	276357	160.00-
00001 GALL'S LLC	015240700	00197675 19003828	HARD HATS POLICE DEPT	03/31/20	276357	37.59-
00001 GALL'S LLC	015273488	00197821 19003918	UNIFORM/BOOTS ACADEMY STAFF	03/31/20	276357	184.00-

GALL'S LLC						
Sum						381.59-
00001 GILKEY ELECTRIC SUPPLY C	320990	00197837 19003838	TRACER WIRE PUBLIC WORKS	03/31/20	276358	36.45-

GILKEY ELECTRIC SUPPLY C						
Sum						36.45-
00001 GILLILANDS ELECTRONICS S	71391	00197703 19003760	POWER SUPPLY SANIT DOOR	03/31/20	276359	167.98-
00001 GILLILANDS ELECTRONICS S	71418	00197527 19003890	CAMERA SYSTEM-JACKIE DOLE	03/31/20	276359	4,200.00-
00001 GILLILANDS ELECTRONICS S	71488	00198166 19003949	RESET CONTROL SYS POLICE DEPT	03/31/20	276359	170.00-
00001 GILLILANDS ELECTRONICS S	71497	00198158 19003950	PHONE RENT 3/20 POLICE DEPT	03/31/20	276359	884.99-
00001 GILLILANDS ELECTRONICS S	71437	00198198 19003953	HFD ADM ALARM SYS 4/20-3/21	03/31/20	276359	480.00-
00001 GILLILANDS ELECTRONICS S	71490	00197684 19003966	CAMERA SYSTEM P/W SHOP	03/31/20	276359	3,950.00-

GILLILANDS ELECTRONICS S						
Sum						9,852.97-
00001 GLADDEN LAW OFFICE PLLC	0244	00198048 19003824	SRVS FEB/MAR PLAN/ZONE/CODE	03/31/20	276360	1,285.75-

GLADDEN LAW OFFICE PLLC						
Sum						1,285.75-
00001 GULF GUARANTY EMPLOYEE B	200326091929	00198208 19003978	INMATE MED 2/20/20-3/25/20	03/31/20	276362	3,216.69-

GULF GUARANTY EMPLOYEE B						
Sum						3,216.69-
00001 HATTIESBURG HYDRAULICS I	82929	00197946 19003812	REPR PTS U#20093 HEALTH	03/31/20	276367	87.92-
00001 HATTIESBURG HYDRAULICS I	82997	00198023 19003973	REPR PTS U#17898 HEALTH	03/31/20	276367	129.94-
00001 HATTIESBURG HYDRAULICS I	83042	00198105 19003974	REPR PTS U#15082 HEALTH	03/31/20	276367	311.08-
00001 HATTIESBURG HYDRAULICS I	83053	00198141 19003994	PARTS UNIT #16010/CEMETERY	03/31/20	276367	29.54-

HATTIESBURG HYDRAULICS I						
Sum						558.48-
00001 HEADSETS DIRECT INC	71411	00197767 19003769	HEADSETS/AMPLIFIERS DISPATCH	03/31/20	276368	716.07-

Sum													716.07-
00001	HOLLAND	VETERINARY	HOSPI	ACCT#82	3194	00197927	19003726	SERVS	RIEK POLICE K-9	03/31/20	276370	425.00-	
00001	HOLLAND	VETERINARY	HOSPI	ACCT#85	3177	00198059	19003863	SERVS	OTTER/NARCO POLICE K-9	03/31/20	276370	804.60-	
00001	HOLLAND	VETERINARY	HOSPI	ACCT#85	3234	00198144	19003935	SERVS	OTTER POLICE K-9	03/31/20	276370	177.20-	
00001	HOLLAND	VETERINARY	HOSPI	ACCT#85	3233	00198144	19003936	SERVS	MAMBA POLICE K-9	03/31/20	276370	536.00-	
00001	HOLLAND	VETERINARY	HOSPI	ACCT#85	3240	00198200	19003945	SERVS	NARCO POLICE K-9	03/31/20	276370	57.20-	

Sum								2,000.00-
00001 HUB CITY SPOKES	INV95854	00198117	19003904	ADVERTISING	03/31/20	276373		98.88-

Sum									98.88-
00001	INDOFF	INC	3337431	00196477	19003816	OFFICE SUPP CEMETERY	03/31/20	276374	46.92-
00001	INDOFF	INC	3338532	00196477	19003817	OFFICE SUPP CEMETERY	03/31/20	276374	16.99-
00001	INDOFF	INC	3327432	00196477	19003818	DUPLICATE CREDIT	03/31/20	276374	63.91-

Sum											127.82-
00001 INDUSTRIAL ORGANIZATIONA C47432A		00198199	19003952	HFD FIRE RECRUIT TEST GRADING		03/31/20	276375				541.00-

[illegible]

Sum												2,801.04-	
00001	INTERFACE	SECURITY	SYSTE	19661525	00198162	19003954	SECURITY	4/20	HILND	CEMETERY	03/31/20	276377	34.34-
00001	INTERFACE	SECURITY	SYSTE	19667108	00198162	19003955	SECURITY	4/20	SOUTH	HILL CEM	03/31/20	276377	31.15-

Sum										65.49-
00001	IRBY, STUART C CO	S011822926.0	00197770	19003860	ELEC SUPP CITY HALL BOILER	03/31/20	276378			31.34-
00001	IRBY, STUART C CO	S011818728.0	00197860	19003870	ELEC SUPP PUB WORKS OFFICES	03/31/20	276378			121.32-
00001	IRBY, STUART C CO	S011805645.0	00197891	19003872	HAND TOOLS FOR ELECTRICIAN	03/31/20	276378			40.37-
00001	IRBY, STUART C CO	S011804324.0	00197422	19003930	BUILDING MAT FOR SANITATION	03/31/20	276378			155.85-

Sum								348.88-
00001	JOHNSON CONTROLS, INC	1-9476804657	00198139	19003911	SVC CALL CITY HALL BOILER	03/31/20	276382	520.48-
00001	JOHNSON CONTROLS, INC	00073696179	00198138	19003927	MONITOR & VALUE YR 3 OF 15	03/31/20	276382	11,162.50-

Sum									11,682.98-
00001 KEITHCO PETROLEUM	0480530	00198063	19003961	GAS/DIESEL P/W FUEL STATION	03/31/20	276383		7,022.06-	
00001 KEITHCO PETROLEUM	203269	00198063	19003998	INV #029157 PAID 2X	03/31/20	276383		5,793.84	

Sum	1,228.22-
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00001 LAMAR AUTO SALVAGE INC	627706	00197571 19003807 REPR PTS U#13048 PUB WORKS	03/31/20	276386	300.00-
00001 LAMAR AUTO SALVAGE INC	628443	00197499 19003845 REPR PTS U#17412 SANIT	03/31/20	276386	250.00-

LAMAR AUTO SALVAGE INC					
Sum					550.00-
00001 LARD OIL COMPANY	1024419-IN	00197354 19003739 HFD MECHANIC SHOP SUPPLIES	03/31/20	276390	481.87-

LARD OIL COMPANY					
Sum					481.87-
00001 LARRY'S WRECKER SERVICE	7276	00197923 19003732 TOWING U#18314 POLICE	03/31/20	276391	55.00-
00001 LARRY'S WRECKER SERVICE	6985	00196120 19003755 TOWING U#17018 STREET	03/31/20	276391	85.00-
00001 LARRY'S WRECKER SERVICE	7292	00198241 19004000 TOW UNIT #18319/POLICE	03/31/20	276391	80.00-
00001 LARRY'S WRECKER SERVICE	7459	00198241 19004001 TOW UNIT #18327/POLICE	03/31/20	276391	55.00-
00001 LARRY'S WRECKER SERVICE	7458	00198241 19004002 TOW UNIT #19348/POLICE	03/31/20	276391	80.00-
00001 LARRY'S WRECKER SERVICE	7460	00198241 19004003 TOW UNIT #16501/POLICE	03/31/20	276391	65.00-

LARRY'S WRECKER SERVICE					
Sum					420.00-
00001 LIBERTY FLAG & SPECIALTY	03200011	00197586 19003893 REPLACEMENT FLAGS	03/31/20	276393	157.00-

LIBERTY FLAG & SPECIALTY					
Sum					157.00-
00001 LINEBARGER GOGGAN BLAIR	3/16/2020	02020449 19003957 POLICE FINES COLL.FEE	03/31/20	276396	1,616.85-

LINEBARGER GOGGAN BLAIR					
Sum					1,616.85-
00001 MAPLES GAS COMPANY	172099	00197900 19003799 GAS/DIESEL P/W FUEL STATION	03/31/20	276399	7,046.33-
00001 MAPLES GAS COMPANY	172487	00197977 19003820 GAS/DIESEL P/W FUEL STATION	03/31/20	276399	6,148.98-

MAPLES GAS COMPANY					
Sum					13,195.31-
00001 MCCi LLC	20033	00198112 19003910 MAINTENANCE/LASERFISCHE	03/31/20	276401	17,437.10-

MCCi LLC					
Sum					17,437.10-
00001 MCELHANEY PLUMBING INC	283354	00197889 19003759 ICE MACH FILTERS TRAFF/CONST	03/31/20	276404	63.80-

MCELHANEY PLUMBING INC					
Sum					63.80-
00001 MEDICAL ANALYSIS-GHV	10486	00197988 19003802 MNTHLY EMP CLINIC FEES	03/31/20	276405	30,212.27-

MEDICAL ANALYSIS-GHV					
Sum					30,212.27-
00001 METRIX SOLUTIONS	M49040	00197528 19003908 ANNUAL ANTI VIRUS AGMT	03/31/20	276406	235.20-

METRIX SOLUTIONS					
Sum					235.20-

00001 MID SOUTH UNIFORM & SUPP 602871	00197779 19003767 UNIFORM BOOTS MURRAY/RUE	03/31/20	276407	312.00-
00001 MID SOUTH UNIFORM & SUPP 603143	00196323 19003895 BODY ARMOR/REID/DANIEL-GRANT	03/31/20	276407	1,526.40-
00001 MID SOUTH UNIFORM & SUPP 603262	00197048 19003951 HFD HONOR GUARD ACCESSORIES	03/31/20	276407	377.80-

MID SOUTH UNIFORM & SUPP				
Sum				2,216.20-
00001 MIDSOUTH SOLUTIONS 147886	00195846 19003766 UNIFORM BOOTS POLICE STOCK	03/31/20	276408	2,119.00-
00001 MIDSOUTH SOLUTIONS 147885	00196761 19003827 UNIFORM BOOTS HOFFER POLICE	03/31/20	276408	570.50-

MIDSOUTH SOLUTIONS				
Sum				2,689.50-
00001 MISSISSIPPI AG COMPANY, P46308	00197954 19003995 PARTS GATOR/CEMETERY	03/31/20	276410	311.19-

MISSISSIPPI AG COMPANY,				
Sum				311.19-
00001 MOLLY MAID	SERVS 3/20 C 00197612 19003763 SERVS 3/20 HIGHLAND CEMETERY	03/31/20	276411	245.00-

MOLLY MAID				
Sum				245.00-
00001 MOMAR INC	PSI330756 00197561 19003725 SUPPLIES POLICE DEPT SHOP	03/31/20	276412	1,242.97-

MOMAR INC				
Sum				1,242.97-
00001 MONTAGUE, PITTMAN & VARN 4627-2 STMT#	00198046 19003825 COUNSEL CIVIL SERVICE COMM	03/31/20	276413	500.00-

MONTAGUE, PITTMAN & VARN				
Sum				500.00-
00001 MOORE MEDICAL	85629084 00197862 19003866 MEDICAL SUPP P/F ACADEMY	03/31/20	276415	519.42-

MOORE MEDICAL				
Sum				519.42-
00001 MS FIRE & SAFETY OF HBUR 68949	00198051 19003857 EXTINGUISHER INSPECT 2020	03/31/20	276416	1,734.60-

MS FIRE & SAFETY OF HBUR				
Sum				1,734.60-
00001 MS MUNICIPAL CLERKS & CO APPL FEE C J	00197989 19003800 REG C JONES 2020 CDMCC GRAD	03/31/20	276417	150.00-

MS MUNICIPAL CLERKS & CO				
Sum				150.00-
00001 MS POWER COMPANY	3/20 GENERAL 00202012 19003959 MNTHLY ELEC-GENERAL	03/31/20	276418	120,473.62-

MS POWER COMPANY				
Sum				120,473.62-
00001 MS TURF	311232 00197968 19003932 CENIPEDE SOD/CEMETERIES	03/31/20	276419	230.00-

MS TURF				
Sum				230.00-

00001	NEWELL PAPER COMPANY	4078254	00197901	19003862	WIPES/DISINFECTANT POLICE DEP	03/31/20	276421	100.68-
00001	NEWELL PAPER COMPANY	4077798	00197841	19003891	PAPER TOWELS - CITY HALL	03/31/20	276421	249.45-
00001	NEWELL PAPER COMPANY	4078232	00197909	19003892	COPY PAPER	03/31/20	276421	305.80-

NEWELL PAPER COMPANY								
Sum								
00001	NORFOLK SOUTHERN CORP	91438315	00197987	19003813	4/20 LEASE RR ST PK LOT	03/31/20	276422	655.93-

NORFOLK SOUTHERN CORP								
Sum								
00001	OFFICE DEPOT INC	452606130001	00197619	19003765	HAND SANITIZER LDC/URBAN DEV	03/31/20	276423	2,026.42-
00001	OFFICE DEPOT INC	451737020001	00196521	19003829	USB DRIVES POLICE DEPT	03/31/20	276423	65.40-
00001	OFFICE DEPOT INC	451737021001	00196521	19003830	USB DRIVES POLICE DEPT	03/31/20	276423	159.60-
00001	OFFICE DEPOT INC	451737021002	00196521	19003831	USB DRIVES POLICE DEPT	03/31/20	276423	374.93-
00001	OFFICE DEPOT INC	2392289485	00197796	19003871	CALCULATOR ENGR DEPT	03/31/20	276423	399.50-
00001	OFFICE DEPOT INC	2392922675	00197858	19003888	COMPUTER MONITORS-C HALL	03/31/20	276423	54.99-

OFFICE DEPOT INC								
Sum								
00001	OFFICE PRODUCTS PLUS	887533-0	00195490	19003714	OFFICE SUPP MUN COURT	03/31/20	276424	1,414.40-
00001	OFFICE PRODUCTS PLUS	887533-1UPP	00195490	19003715	OFFICE SUPP MUN COURT	03/31/20	276424	1,312.45-
00001	OFFICE PRODUCTS PLUS	887533-2	00195490	19003716	OFFICE SUPP MUN COURT	03/31/20	276424	175.45-
00001	OFFICE PRODUCTS PLUS	896356-0	00197813	19003721	OFFICE SUPP POLICE DEPT	03/31/20	276424	9.86-
00001	OFFICE PRODUCTS PLUS	890110-0	00196334	19003735	OFFICE SUPP FIRE ADM	03/31/20	276424	664.95-
00001	OFFICE PRODUCTS PLUS	886418-0	00195390	19003756	OFFICE SUPP ENGR DEPT	03/31/20	276424	431.90-
00001	OFFICE PRODUCTS PLUS	896713-0	00197902	19003900	MEDICAL GLOVES - HFD	03/31/20	276424	19.37-

OFFICE PRODUCTS PLUS								
Sum								
00001	P K SAFETY SUPPLY	405461	00197327	19003867	GAS MONITORS P/F ACADEMY	03/31/20	276427	2,729.38-

P K SAFETY SUPPLY								
Sum								
00001	PARISH TRACTOR (HATTIESB	02-113355	00197953	19003975	REPR PTS U#15999 HEALTH	03/31/20	276428	1,212.00-
00001	PARISH TRACTOR (HATTIESB	02-113464	00197973	19003991	PARTS UNIT #16722/PW	03/31/20	276428	1,510.25-

PARISH TRACTOR (HATTIESB								
Sum								
00001	PARKERS WHOLESALE	PO#197916 3/	00197916	19003780	LATEX GLOVES SANIT DEPT	03/31/20	276429	75.14-

PARKERS WHOLESALE								
Sum								
00001	PEARL RIVER VALLEY EPA (	3/20 GENERAL	00202012	19003886	MNTHLY 3/20 PUBLIC SERVICES	03/31/20	276431	40.00-
00001	PEARL RIVER VALLEY EPA (	I0000269	00198129	19003924	NEW ST LIGHT 62 WALKER RD	03/31/20	276431	1,684.22-

PEARL RIVER VALLEY EPA (								
Sum								
00001	PIERCON INC	002-CH-TDCR-	00191814	19003815	REPR TRAIN DEPOT CANOPY ROOF	03/31/20	276433	64.50-

PIERCON INC								
Sum								
								6,072.00-

00001 PINE BELT CDJR, INC (MCM 54264	00197665 19003773 REPR PTS PUB WORKS STOCK	03/31/20	276434	126.08-

PINE BELT CDJR, INC (MCM				126.08-
Sum				9,230.04-
00001 PINE BELT MENTAL HEALTHC 2020-02	00197962 19003785 SERVS HEALTH COURT GRANT	03/31/20	276435	-----
PINE BELT MENTAL HEALTHC				9,230.04-
Sum				8,754.97-
00001 PINE BELT OIL COMPANY IN 10724723	00197724 19003712 GAS FOR P/W FUEL STATION	03/31/20	276436	-----
PINE BELT OIL COMPANY IN				8,754.97-
Sum				34,074.59-
00001 PINE BELT REGIONAL SOLID 100006 2/20	00197933 19003762 RUBBISH DISPOSAL 2/20 SANIT	03/31/20	276437	-----
PINE BELT REGIONAL SOLID				34,074.59-
Sum				2,585.23-
00001 POSITIVE PROMOTIONS INC 06516223	00197663 19003916 PROMO/RECRUITING POLICE	03/31/20	276439	-----
POSITIVE PROMOTIONS INC				2,585.23-
Sum				283.93-
00001 POWER HOUSE TOOLS & OUTD MKZDVGP2	00198011 19003993 MOWER PARTS/CEMETERY	03/31/20	276441	-----
POWER HOUSE TOOLS & OUTD				283.93-
Sum				7,700.00-
00001 PROJECT NOLA 1097	00198010 19003819 NOLA PROJECT-CAMERAS (10)	03/18/20	10004	-----
PROJECT NOLA				7,700.00-
Sum				114.00-
00001 PROTECTION AGENCY & SECU 1069	02020453 19003958 SECURITY DET DKT 3/31/20	03/31/20	276442	-----
PROTECTION AGENCY & SECU				114.00-
Sum				239.98-
00001 PUCKETT RENTS 753513-001	00198163 19003980 SIDWALK STUMPERS/PW	03/31/20	276443	-----
PUCKETT RENTS				239.98-
Sum				738.21-
00001 QUALITY ELECTRIC COMPANY 5302	00195469 19003809 ELEC SUPP P/W SHOP	03/31/20	276444	-----
QUALITY ELECTRIC COMPANY				738.21-
Sum				150.00-
00001 RAYNER, JACK 032020	00198146 19003915 POLYGRAPH	03/31/20	276447	-----
RAYNER, JACK				150.00-
Sum				375.00-
00001 RICHARD & THOMAS, PLLC 307 WILLIS A	00198054 19003861 TITLE EXAM FEE 307 WILLIS AVE	03/31/20	276448	-----
RICHARD & THOMAS, PLLC				375.00-
Sum				

00001 RICOH CORP	5058920313 G	00197949	19003786	PROD PRINTER CHGS VARI DEPTS	03/31/20	276450	586.60-
00001 RICOH CORP	9028223390	00198093	19003907	COPIER LEASE/PLANNING	03/31/20	276450	232.90-
00001 RICOH CORP	33215134	00198095	19003922	COPIER LEASE/BUILDING	03/31/20	276450	110.00-
00001 RICOH CORP	33215994	00198172	19003944	COPIER 3/15-4/14 HUMAN RES	03/31/20	276450	221.67-
00001 RICOH CORP	1084825922	00198237	19003999	PRINTER REPAIR/LAND CODE	03/31/20	276450	226.95-
RICOH CORP							-
Sum							1,378.12-
00001 RJ YOUNG COMPANY	INV3567434	00198044	19003833	COPIER 2/10-3/09 P/F ACADEMY	03/31/20	276451	198.00-
00001 RJ YOUNG COMPANY	INV3576259	00198088	19003912	GIS PLOT/CONT 2/17-3/16/20	03/31/20	276451	138.04-
00001 RJ YOUNG COMPANY	IN3575859	00198094	19003913	BASE/OVERAGE 2/16-3/15/20	03/31/20	276451	312.66-
00001 RJ YOUNG COMPANY	INV3562817	00198230	19003976	COPIER RENTAL/CITY CLERK	03/31/20	276451	219.74-
RJ YOUNG COMPANY							-
Sum							868.44-
00001 RJM MCQUEEN CONTRACTING	2098	00197672	19003929	STORM SWR REPAIR EAGLE FLATS	03/31/20	276452	31,500.00-
RJM MCQUEEN CONTRACTING							-
Sum							31,500.00-
00001 RODCO, LLC	1622	00198091	19003920	FS #9 PLAN REVIEW/BUILDING	03/31/20	276454	492.70-
RODCO, LLC							-
Sum							492.70-
00001 ROGERS, KEVIN	TITLE OPINIO	00198089	19003919	Hwy 49/LAKE EST/DAUPHINE	03/31/20	276455	750.00-
ROGERS, KEVIN							-
Sum							750.00-
00001 SACKS OUTDOOR SUPPLY	1103	00195959	19003736	FIRE DEPT UNIFORMS	03/31/20	276456	16,403.54-
00001 SACKS OUTDOOR SUPPLY	RC0000100012	00195999	19003894	CUSTODIAN UNIFORM	03/31/20	276456	399.90-
SACKS OUTDOOR SUPPLY							-
Sum							16,803.44-
00001 SANSOM EQUIPMENT CO	61510	00196849	19003846	REPR PTS U#20072 SANIT	03/31/20	276457	168.48-
SANSOM EQUIPMENT CO							-
Sum							168.48-
00001 SHOWS DEARMAN & WAITS IN	21333	00198121	19003925	RIVER DISTRICT PLANNING	03/31/20	276462	4,200.00-
00001 SHOWS DEARMAN & WAITS IN	21304	00198128	19003926	2010 ANNEXATION	03/31/20	276462	267.50-
SHOWS DEARMAN & WAITS IN							-
Sum							4,467.50-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT3 2/28	02020438	19003852	POLICE FINES COLL.FEE	03/31/20	276466	1,115.48-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 2/28	02020439	19003853	POLICE FINES COLL.FEE	03/31/20	276466	134.97-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT 1/16/	02020440	19003854	POLICE FINES COLL.FEE	03/31/20	276466	82.60-
SOUTHERN FINANCIAL SYSTE							-
Sum							1,333.05-
00001 SOUTHERN FIRE & SPRINKLE	20-21160	00197676	19003823	SPRINKLER SYS INSP TRAIN DEPO	03/31/20	276467	350.00-
SOUTHERN FIRE & SPRINKLE							-
Sum							350.00-

00001 SOUTHERN GAS & SUPPLY OF 35458768	00197664 19003758 SUPPLIES P/W SHOP	03/31/20	276468	430.75-

SOUTHERN GAS & SUPPLY OF				
Sum				430.75-
00001 SOUTHERN MISSISSIPPI APP LAWRENCE	00198209 19003977 APPRAISAL FEE	03/31/20	276469	450.00-

SOUTHERN MISSISSIPPI APP				
Sum				450.00-
00001 SOUTHERN PINE ELECTRIC P 3/20 GENERAL	00202011 19003874 MNTHLY 3/20 PUBLIC SERVICES	03/31/20	276470	76.65-

SOUTHERN PINE ELECTRIC P				
Sum				76.65-
00001 SOUTHERN PINES ANIMAL SH COB-8	00198236 19004007 ANIMAL HOUSING DECEMBER 2020	03/31/20	276471	14,583.33-
00001 SOUTHERN PINES ANIMAL SH COB-9	00198236 19004008 ANIMAL HOUSING JANUARY 2020	03/31/20	276472	14,583.33-
00001 SOUTHERN PINES ANIMAL SH COB-10	00198236 19004009 ANIMAL HOUSING FEBRUARY 2020	03/31/20	276473	14,583.33-
00001 SOUTHERN PINES ANIMAL SH COB-11	00198236 19004010 ANIMAL HOUSING MARCH 2020	03/31/20	276474	14,583.33-

SOUTHERN PINES ANIMAL SH				
Sum				58,333.32-
00001 SOUTHERN PIPE & SUPPLY C 3968430-00	00197717 19003810 STORM DRAIN PIPE EAGLE FLAT	03/31/20	276475	1,149.60-

SOUTHERN PIPE & SUPPLY C				
Sum				1,149.60-
00001 SOUTHERN RESCUE SYSTEMS, 031120	00197735 19003737 APPARATUS TOOLS FIRE UNITS	03/31/20	276476	2,620.00-

SOUTHERN RESCUE SYSTEMS,				
Sum				2,620.00-
00001 SOUTHERN TIRE MART LLC (2520028513	00197737 19003868 TIRES U#19835 FIRE DEPT	03/31/20	276477	887.56-
00001 SOUTHERN TIRE MART LLC (2520029478	00197737 19003869 TIRES U#13932 FIRE DEPT	03/31/20	276477	2,301.40-

SOUTHERN TIRE MART LLC (				
Sum				3,188.96-
00001 SPECIALTY ROOF SERVICES, 1485	00198072 19003901 STOCK JMOLD-PUBLIC WORKS	03/31/20	276478	43.00-

SPECIALTY ROOF SERVICES,				
Sum				43.00-
00001 SPIRE ENERGY 3/20 GENERAL	00202012 19003960 MNTHLY GAS-GENERAL	03/31/20	276479	2,896.89-

SPIRE ENERGY				
Sum				2,896.89-
00001 STANDARD OFFICE SUPPLY C 10272	00197498 19003855 OFFICE SUPP M/ADM	03/31/20	276481	184.74-

STANDARD OFFICE SUPPLY C				
Sum				184.74-
00001 STATE FIRE ACADEMY 28014 WILSON	00197871 19003733 WILSON RESCUE SURVIVAL TECH	03/31/20	276482	365.00-
00001 STATE FIRE ACADEMY 27909 LEE SM	00197872 19003734 LEE SMITH ENGINE CO CLASS	03/31/20	276482	360.00-

STATE FIRE ACADEMY				
Sum				725.00-

00001 STRIBLING EQUIPMENT CO L CS006106375: 00197719 19003984 PARTS/UNIT #17898	03/31/20	276483	644.62-

STTRIBLING EQUIPMENT CO L			
Sum			644.62-
00001 TRUCKPRO LLC 039-0376632 00196971 19003740 REPR PTS U#178838 FIRE DEPT	03/31/20	276488	121.98-

TRUCKPRO LLC			
Sum			121.98-
00001 TURNER SUPPLY COMPANY (H 3064930-00 00198203 19003979 DRILL BIT/TRAFFIC	03/31/20	276489	42.00-

TURNER SUPPLY COMPANY (H			
Sum			42.00-
00001 U S POSTMASTER-POSTAGE (00460769 00198087 19003905 POSTAGE/FLOOD BROCHURE	03/31/20	276490	646.25-
00001 U S POSTMASTER-POSTAGE (00463239 00198098 19003921 POSTAGE/DUMPSTER/SIGN MAILOUT	03/31/20	276490	1,209.41-

U S POSTMASTER-POSTAGE (			
Sum			1,855.66-
00001 ULINE 117903613 00197815 19003864 PUMP/SPRAY BOTTLES POLICE DEP	03/31/20	276491	476.07-

ULINE			
Sum			476.07-
00001 UNITED PARCEL SERVICE IN 0008E1Y15100 00197922 19003731 SERV 2/27 POLICE DEPT	03/31/20	276492	22.05-

UNITED PARCEL SERVICE IN			
Sum			22.05-
00001 UNIVERSITY OF SOUTHERN M 927183 JOURD 00198035 19003834 SPRING TUITION 2020 ARNOLD	03/31/20	276493	1,098.00-

UNIVERSITY OF SOUTHERN M			
Sum			1,098.00-
00001 UNIVERSITY TIRE & SERVIC INV150177 00197792 19003774 TIRE U#15963 PUBLIC WORKS	03/31/20	276494	142.85-
00001 UNIVERSITY TIRE & SERVIC INV149904 00197648 19003873 TIRE U#15480 CONSTR	03/31/20	276494	104.50-
00001 UNIVERSITY TIRE & SERVIC INV150539 00198018 19003914 TIRES STOCK & U16501	03/31/20	276494	4,166.40-

UNIVERSITY TIRE & SERVIC			
Sum			4,413.75-
00001 UWOOD CO INC 17034 00198108 19003996 TRAILER JACK	03/31/20	276495	48.84-

UWOOD CO INC			
Sum			48.84-
00001 V F W OF THE US PARKING SPAC 00197986 19003814 PARKING SPACES 11/19-4/20	03/31/20	276496	450.00-

V F W OF THE US			
Sum			450.00-
00001 W D A M - TV 1502821-1 & 00196370 19003741 FIRE RECRUIT ADS	03/31/20	276500	2,050.00-

W D A M - TV			
Sum			2,050.00-
00001 WAL-MART STORES INC 009597 00197118 19003933 JANIT SUPP ACCOUNTING DEPT	03/31/20	276501	46.10-
00001 WAL-MART STORES INC 008641 00197445 19003934 MICROWAVE/FRIDGE LIFE OFFICE	03/31/20	276501	345.66-

WAL-MART STORES INC			
Sum			391.76-

00001 WANSLEY'S MACHINE & DRIV 42029	00198111 19003987 REPAIRS UNIT #15999/PW	03/31/20	276504	907.64-

WANSLEY'S MACHINE & DRIV				
Sum				907.64-
00001 WARREN PAVING INC 14627 (A)	00195194 19003747 PAVE ALLEY BROOKLANE TO EVA	03/31/20	276506	7,580.00-
00001 WARREN PAVING INC 14611 (A)	00195901 19003748 PAVE PATTON AVE	03/31/20	276506	15,863.00-
00001 WARREN PAVING INC 14527 (A)	00196570 19003749 PAVE FORREST HILL	03/31/20	276506	25,320.00-
00001 WARREN PAVING INC 14527 (B)	00197865 19003750 OVERAGE PAVING FORREST HILL	03/31/20	276506	959.47-
00001 WARREN PAVING INC 14612 (B)	00197866 19003751 OVERAGE PO#197076	03/31/20	276506	1,929.31-
00001 WARREN PAVING INC 14611 (B)	00197867 19003752 OVERAGE PAVE PATTON AVE	03/31/20	276506	6,898.26-
00001 WARREN PAVING INC 14627 (B)	00197868 19003753 OVERAGE PO#195194	03/31/20	276506	2,988.24-
00001 WARREN PAVING INC 14732	00197869 19003754 PAVE WEDGEWOOD TRACE	03/31/20	276506	5,195.08-
00001 WARREN PAVING INC 30796	00197793 19003804 LIMESTONE PUBLIC WORKS	03/31/20	276506	2,114.32-
00001 WARREN PAVING INC 30857	00197793 19003850 LIMESTONE PUBLIC WORKS	03/31/20	276506	1,651.86-
00001 WARREN PAVING INC 15800	00196581 19003941 PAVING OLD AIRPORT PH-1	03/31/20	276506	86,125.58-
00001 WARREN PAVING INC 15801	00196582 19003942 PAVING WISTERIA DR	03/31/20	276506	64,275.51-
00001 WARREN PAVING INC 15081	00193681 19003956 STRIPING E PINE ST	03/31/20	276506	5,591.20-

WARREN PAVING INC				
Sum				226,491.83-
00001 WASTE MANAGEMENT OF SOUT 0012024-2526	00197964 19003795 RUBBISH DISPOSAL 2/20 SANIT	03/31/20	276508	418.22-
00001 WASTE MANAGEMENT OF SOUT 0012047-2526	00198116 19003923 MARCH DISPOSAL SVS	03/31/20	276508	874.50-

WASTE MANAGEMENT OF SOUT				
Sum				1,292.72-
00001 WATERS INTERNATIONAL TRU 08S821590	00197985 19003899 REPAIR PTS UNIT 18098 - HFD	03/31/20	276510	2,559.43-
00001 WATERS INTERNATIONAL TRU 08P887885	00196351 19003981 PARTS UNIT #16008/PW	03/31/20	276510	112.63-

WATERS INTERNATIONAL TRU				
Sum				2,672.06-
00001 WHEELER'S JANITORIAL SUP 0405484	00197842 19003801 JANIT SUPP CITY HALL	03/31/20	276512	155.00-
00001 WHEELER'S JANITORIAL SUP 04045451	00197529 19003988 OFFICE SUPPLIES/ENGINEERING	03/31/20	276512	15.00-
00001 WHEELER'S JANITORIAL SUP 0405606	00198151 19003990 SAFETY SUPPLIES/SANITATION	03/31/20	276512	432.00-

WHEELER'S JANITORIAL SUP				
Sum				602.00-

Sum				2,194,747.11-

Date - 03/27/20

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS & RECREATION FUND							
00002 A & R FARM AND GARDEN	339334	00197959	19000989	MINOR EQUIP GRNDS MAINT	03/31/20	276274	586.40-
A & R FARM AND GARDEN							
Sum							586.40-
00002 ADAMS NURSERY	360422	00197928	19000988	RPLCMNT PLANTS TATUM TENNIS	03/31/20	276279	44.00-
ADAMS NURSERY							
Sum							44.00-
00002 AGRI-AFC LLC	5654697	00197958	19000986	CHEMICALS HWY 49 GRNDS MAINT	03/31/20	276281	1,100.00-
00002 AGRI-AFC LLC	5657521	00198103	19001031	CHEMICALS HWY 49 GRNDS MAINT	03/31/20	276281	687.50-
AGRI-AFC LLC							
Sum							1,787.50-
00002 ANOINTED HANDS SERVICES, 6497		00197487	19000979	JANIT SERVS 3/20 REC MAINT	03/31/20	276288	310.00-
ANOINTED HANDS SERVICES,							
Sum							310.00-
00002 AT&T MOBILITY	287273578351	00197929	19000976	WIRELESS SERV 2/20 PKS/REC	03/31/20	276295	503.20-
AT&T MOBILITY							
Sum							503.20-
00002 BLUE DOLPHIN POOLS	39238	00197254	19000980	FOUNTAIN REPR CULTURAL CENTER	03/31/20	276306	771.97-
00002 BLUE DOLPHIN POOLS	39240	00197482	19000981	WASH FOUNTAIN CULTURAL CENTER	03/31/20	276306	200.00-
BLUE DOLPHIN POOLS							
Sum							971.97-
00002 BOURNE, CONSWAYLA	OFFICIAL 3/8	02020447	19001012	OFFICIAL-ADULT BASKETBALL	03/31/20	276308	200.00-
BOURNE, CONSWAYLA							
Sum							200.00-
00002 BRACKMAN MOWER WAREHOUSE	51277	00197680	19000993	REPRS U#20823 MOWER	03/31/20	276309	128.50-
00002 BRACKMAN MOWER WAREHOUSE	51276	00197681	19000994	REPRS U#20744 MOWER	03/31/20	276309	122.00-
00002 BRACKMAN MOWER WAREHOUSE	51444	00197892	19000995	REPRS U#19303 MOWER	03/31/20	276309	265.90-
00002 BRACKMAN MOWER WAREHOUSE	51726	00198022	19001021	OIL FOR TRIMMERS-GROUNDS	03/31/20	276309	118.00-
00002 BRACKMAN MOWER WAREHOUSE	51653	00198001	19001022	SERVICE MOWER-UNIT 17998	03/31/20	276309	315.84-
00002 BRACKMAN MOWER WAREHOUSE	51930	00198168	19001033	MOWER SUPPLIES/GROUNDS	03/31/20	276309	848.00-
BRACKMAN MOWER WAREHOUSE							
Sum							1,798.24-
00002 BURGE EXCAVATING & GRADI	1387	00197897	19000983	MASON SAND TATUM BASEBALL	03/31/20	276312	975.00-
00002 BURGE EXCAVATING & GRADI	1389	00198007	19001032	BALLFIELD DIRT TATUM PARK	03/31/20	276312	700.00-
BURGE EXCAVATING & GRADI							
Sum							1,675.00-

00002 CARQUEST AUTO PARTS STOR 14758-138418 00197975 19000984 REPR PTS U#20419 GRNDS MAINT	03/31/20	276316	69.20-

CARQUEST AUTO PARTS STOR			
Sum			69.20-
00002 CINTAS CORPORATION #J66 4044513413 00198224 19001035 MAT RENTAL/RECREATION	03/31/20	276323	5.04-
00002 CINTAS CORPORATION #J66 4045158479 00198224 19001036 MAT RENTAL/RECREATION	03/31/20	276323	5.04-
00002 CINTAS CORPORATION #J66 4045789493 00198224 19001037 MAT RENTAL/RECREATION	03/31/20	276323	14.93-
00002 CINTAS CORPORATION #J66 4046437670 00198224 19001038 MAT RENTAL/RECREATION	03/31/20	276323	14.93-
00002 CINTAS CORPORATION #J66 4044513561 00198224 19001039 UNIFORM RENTAL/RECREATION	03/31/20	276323	169.71-
00002 CINTAS CORPORATION #J66 4045158783 00198224 19001040 UNIFORM RENTAL/RECREATION	03/31/20	276323	160.26-
00002 CINTAS CORPORATION #J66 4045789709 00198224 19001041 UNIFORM RENTAL/RECREATION	03/31/20	276323	227.82-
00002 CINTAS CORPORATION #J66 4046437917 00198224 19001042 UNIFORM RENTAL/RECREATION	03/31/20	276323	168.27-

CINTAS CORPORATION #J66			
Sum			766.00-
00002 CITY OF HATTIESBURG FUND 2ND 3/20 PAY 02020450 19001019 2ND 3/20 PAYROLL TRF	03/24/20	20003	68,709.65-

CITY OF HATTIESBURG FUND			
Sum			68,709.65-
00002 COMSOUTH 194605 00197650 19000982 RADIO REPR U#16325 GRNDS MNT	03/31/20	276331	90.00-

COMSOUTH			
Sum			90.00-
00002 COURTNEY'S RESTAURANT EQ 13330 00196954 19001026 VARIOUS ICE MACHINE SRV/PK&R	03/31/20	276335	1,930.67-

COURTNEY'S RESTAURANT EQ			
Sum			1,930.67-
00002 DUBOSE, MASON C OFFICIAL 3/8 02020447 19001007 OFFICIAL-ADULT BASKETBALL	03/31/20	276341	200.00-

DUBOSE, MASON C			
Sum			200.00-
00002 ECONOMY SUPPLY CO 030145 00197535 19000990 BLDG MATLS KAMPER PARK	03/31/20	276343	451.80-
00002 ECONOMY SUPPLY CO 030162 00197955 19000991 BLDG MATLS 9TH ST BALLPARK	03/31/20	276343	98.80-
00002 ECONOMY SUPPLY CO 029981 00197893 19001023 TREATED LUMBER-CHAIN PARK	03/31/20	276343	78.00-

ECONOMY SUPPLY CO			
Sum			628.60-
00002 ELKINS WHOLESALE INC 411303 00198040 19001024 GLOVES & TRASH BAGS	03/31/20	276344	332.98-

ELKINS WHOLESALE INC			
Sum			332.98-
00002 FASTENAL COMPANY MSHAT224657 00197649 19000977 OPER SUPP TATUM SOFTBALL	03/31/20	276352	14.02-

FASTENAL COMPANY			
Sum			14.02-
00002 FELTS, GEREY SPORTS SERVS 02020448 19001015 SPORTS SUPPORT SERVICES	03/31/20	276354	192.00-

FELTS, GEREY			
Sum			192.00-

00002 FORBES, VOLORIA D	SPORTS SERVS 02020448 19001018 SPORTS SUPPORT SERVICES	03/31/20	276355	168.00-

FORBES, VOLORIA D				
Sum				168.00-
00002 GILKEY ELECTRIC SUPPLY C 319302	00197589 19000999 ELEC SUPP ALL BALLFIELDS	03/31/20	276358	1,070.00-

GILKEY ELECTRIC SUPPLY C				
Sum				1,070.00-
00002 GRIFFIN, GABRIEL	OFFICIAL 3/8 02020447 19001010 OFFICIAL-ADULT BASKETBALL	03/31/20	276361	50.00-

GRIFFIN, GABRIEL				
Sum				50.00-
00002 GUTHRIE, JONI S	PKS/REC PROG 02020446 19001002 PKS/REC PROG AEROBICS	03/31/20	276363	90.00-

GUTHRIE, JONI S				
Sum				90.00-
00002 HALL, MICHAEL	OFFICIAL 3/8 02020447 19001013 OFFICIAL-ADULT BASKETBALL	03/31/20	276364	100.00-

HALL, MICHAEL				
Sum				100.00-
00002 HOMESTEAD DIRT WORKS & M 1071	00197057 19001043	03/31/20	276371	4,590.00-

HOMESTEAD DIRT WORKS & M				
Sum				4,590.00-
00002 JEFcoat FENCE OF HATTIES 0021943	00196338 19001028 FENCE INSTALL&REP JAYCEE PARK	03/31/20	276381	2,045.00-
00002 JEFcoat FENCE OF HATTIES 0022022	00197553 19001034 BALL PK FENCING-DAHMER/TATUM	03/31/20	276381	3,714.00-

JEFcoat FENCE OF HATTIES				
Sum				5,759.00-
00002 KETTLEY, ANNETTE	SPORTS SERVS 02020448 19001016 SPORTS SUPPORT SERVICES	03/31/20	276384	144.00-

KETTLEY, ANNETTE				
Sum				144.00-
00002 LANCASTER'S MACHINE & WE 24347	00197679 19000997 JACK REPR U#19534 TRAILER	03/31/20	276388	225.00-

LANCASTER'S MACHINE & WE				
Sum				225.00-
00002 LESLIE, SHANNA (REFUND)	BSKTBALL REF 02020444 19001000 BSKTBALL REF #75395/75396	03/31/20	276392	90.00-

LESLIE, SHANNA (REFUND)				
Sum				90.00-
00002 LINDSEY, TABORIS	OFFICIAL 3/8 02020447 19001011 OFFICIAL-ADULT BASKETBALL	03/31/20	276395	100.00-

LINDSEY, TABORIS				
Sum				100.00-
00002 MARTIN, MAGDALINE	PKS/REC PROG 02020446 19001006 PKS/REC PROG JEWELRY	03/31/20	276400	12.00-

MARTIN, MAGDALINE				
Sum				12.00-

00002 MCELHANEY PLUMBING INC	283470	00197957 19000992 PLUMB SUPP TATUM TENNIS	03/31/20	276404	186.07-

MCELHANEY PLUMBING INC					186.07-
Sum					74.47-
00002 MISSISSIPPI AG COMPANY,	P45864	00197932 19000987 TRACTOR GEAR OIL GRNDS MAINT	03/31/20	276410	74.47-

MISSISSIPPI AG COMPANY,					74.47-
Sum					13,953.38-
00002 MS POWER COMPANY	3/20 PKS/REC	00202012 19001029 MNTHLY ELEC-PARKS & REC	03/31/20	276418	13,953.38-

MS POWER COMPANY					13,953.38-
Sum					8,079.66-
00002 NEEL-SCHAFFER INC	1063875	00198045 19000996 SRVS SOFTBALL RESTORA TMBRTN	03/31/20	276420	8,079.66-

NEEL-SCHAFFER INC					8,079.66-
Sum					40.00-
00002 OWENS, JAMES (REFUND)	CHAIN PK REN	02020445 19001001 CHAIN PK RENT RFD #75783	03/31/20	276426	40.00-

OWENS, JAMES (REFUND)					40.00-
Sum					1,080.00-
00002 PLAY IT AGAIN SPORTS	INV-000320	00197426 19000998 2020 BASKETBALL SHIRTS	03/31/20	276438	1,080.00-

PLAY IT AGAIN SPORTS					1,080.00-
Sum					230.00-
00002 POWELL, RANDY	SPORTS SERVS	02020448 19001017 SPORTS SUPPORT SERVICES	03/31/20	276440	230.00-

POWELL, RANDY					230.00-
Sum					319.96-
00002 RICHARDSON ATHLETICS, LL	33041	00197956 19001025 DISC GOLF MATS	03/31/20	276449	319.96-
00002 RICHARDSON ATHLETICS, LL	33041	00198101 19001027 FREIGHT FOR PO #197956	03/31/20	276449	162.40-

RICHARDSON ATHLETICS, LL					482.36-
Sum					117.32-
00002 ROBINSON ELECTRIC SUPPLY	4102-421789	00196400 19000978 ELEC SUPP EASTSIDE PARK	03/31/20	276453	117.32-

ROBINSON ELECTRIC SUPPLY					117.32-
Sum					12.00-
00002 SHABAZZ, AMATULLAH	PKS/REC PROG	02020446 19001005 PKS/REC PROG CRAFTS	03/31/20	276460	12.00-

SHABAZZ, AMATULLAH					12.00-
Sum					40.00-
00002 SMITH, MARSHIA J	PKS/REC PROG	02020446 19001004 PKS/REC PROG WALKING	03/31/20	276464	40.00-

SMITH, MARSHIA J					40.00-
Sum					673.54-
00002 SPIRE ENERGY	3/20 PKS/REC	00202012 19001030 MNTHLY GAS-PARKS & REC	03/31/20	276479	673.54-

SPIRE ENERGY					673.54-
Sum					

00002 TERRELL, WINSTON	OFFICIAL 3/8 02020447 19001009 OFFICIAL-ADULT BASKETBALL	03/31/20	276484	250.00-

TERRELL, WINSTON				
Sum				250.00-
00002 THOMAS, BRYCEN (REFUND)	V DAHMER REN 02020435 19000985 PAVILION RENT RFD #75782	03/31/20	276485	40.00-

THOMAS, BRYCEN (REFUND)				
Sum				40.00-
00002 THOMAS, TYRONE	OFFICIAL 3/8 02020447 19001014 OFFICIAL-ADULT BASKETBALL	03/31/20	276486	125.00-

THOMAS, TYRONE				
Sum				125.00-
00002 WALCK, SUSAN A	PKS/REC PROG 02020446 19001003 PKS/REC PROG POTTERY	03/31/20	276502	80.00-

WALCK, SUSAN A				
Sum				80.00-
00002 WASHINGTON, TYLER ROYCE	OFFICIAL 3/8 02020447 19001008 OFFICIAL-ADULT BASKETBALL	03/31/20	276507	25.00-

WASHINGTON, TYLER ROYCE				
Sum				25.00-
00002 WEBBS PAINT COMPANY	701532 00197816 19001020 PRESSURE WASH/TATUM BASEBALL	03/31/20	276511	2,340.00-

WEBBS PAINT COMPANY				
Sum				2,340.00-

Sum				121,036.23-

Date - 03/27/20

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
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Check
Date

Check
No.

Check
Amount

HATT.MUNICIPAL FIRE PROTECTION

00005 INTERACT PUBLIC SAFETY S XT00000002698 00197859 19000021 HFD CALIBER CAD SYSTEM

03/31/20

276376

5,220.00-

INTERACT PUBLIC SAFETY S

Sum

5,220.00-

Sum

5,220.00-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 03/27/20

PERIOD ENDING MARCH 31, 2020

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER OPERATION/MAINT.							
00009 AB SUPPORT SERVICES	010082	WTR B	00197510	19000904 JANIT SERVS 3/20 WTR BILLING	03/31/20	276277	550.00-

AB SUPPORT SERVICES							
Sum							550.00-
00009 ALLIED UNIVERSAL CORP	I1615320	00197906	19000926	CHEMICALS FORREST GEN TANK	03/31/20	276286	447.00-
00009 ALLIED UNIVERSAL CORP	I1615321	00197906	19000927	CHEMICALS USM TANK	03/31/20	276286	149.00-
00009 ALLIED UNIVERSAL CORP	I1615322	00197906	19000928	CHEMICALS WESLEY TANK	03/31/20	276286	447.00-
00009 ALLIED UNIVERSAL CORP	I1615323	00197906	19000929	CHEMICALS 4TH ST TANK	03/31/20	276286	149.00-
00009 ALLIED UNIVERSAL CORP	I1615579	00197906	19000930	CHEMICALS WTR PLT #1	03/31/20	276286	1,401.75-
00009 ALLIED UNIVERSAL CORP	I1615580	00197906	19000931	CHEMICALS WTR PLT #2	03/31/20	276286	1,401.75-

ALLIED UNIVERSAL CORP							
Sum							3,995.50-
00009 ANOINTED HANDS SERVICES, 6490		00197525	19000907	JANIT SERVS 3/20 WTR PLANT	03/31/20	276288	488.00-

ANOINTED HANDS SERVICES,							
Sum							488.00-
00009 AT&T MOBILITY	287273578351	00197929	19000902	WIRELESS SERV 2/20 W&SO&M	03/31/20	276295	575.79-
00009 AT&T MOBILITY	287273861504	00197925	19000903	GPS TRACKING 2/20 WTR PLANT	03/31/20	276295	244.93-

AT&T MOBILITY							
Sum							820.72-
00009 BRUNINI GRANTHAM GROWER	245639	00198114	19000950	PROFESSIONAL SRVS FEB 2020	03/31/20	276310	1,621.75-

BRUNINI GRANTHAM GROWER							
Sum							1,621.75-
00009 CARQUEST AUTO PARTS STOR	14758-138677	00198042	19000948	HEADLAMP-UNIT 18564	03/31/20	276316	30.49-
00009 CARQUEST AUTO PARTS STOR	14758-138848	00198115	19000963	PARTS UNIT #21382/WTR PLANT	03/31/20	276316	111.52-

CARQUEST AUTO PARTS STOR							
Sum							142.01-
00009 CENTRAL PIPE SUPPLY INC	S100210788.0	00197876	19000935	METER BOXES TRANS DEPT	03/31/20	276317	944.75-
00009 CENTRAL PIPE SUPPLY INC	S100205899.0	00196622	19000938	BADGER METERS LAGOONS	03/31/20	276317	21,285.00-

CENTRAL PIPE SUPPLY INC							
Sum							22,229.75-
00009 CERTIFIED LABORATORIES	3876372	00196075	19000909	CHEMICALS LAGOONS	03/31/20	276318	8,136.00-
00009 CERTIFIED LABORATORIES	3879988	00197640	19000910	CHEMICALS BURKETT LIFT STA	03/31/20	276318	9,505.80-
00009 CERTIFIED LABORATORIES	3893246	00197761	19000934	CHEMICALS BURKETT CREEK STA	03/31/20	276318	5,128.20-

CERTIFIED LABORATORIES							
Sum							22,770.00-
00009 CINTAS CORPORATION #J66	4045379276	00197960	19000914	UNIFORMS 3/16 TRANS	03/31/20	276323	114.85-
00009 CINTAS CORPORATION #J66	4045379276	00197960	19000915	UNIFORMS 3/16 PLANT	03/31/20	276323	45.39-
00009 CINTAS CORPORATION #J66	4045379276	00197960	19000916	UNIFORMS 3/16 SEWER	03/31/20	276323	36.52-

00009	CINTAS CORPORATION #J66	4045379276	00197960	19000917	UNIFORMS 3/16 LAGOON	03/31/20	276323	19.36-
00009	CINTAS CORPORATION #J66	4045378963	00197961	19000918	MOP/MAT 3/16 PLANT	03/31/20	276323	17.10-
00009	CINTAS CORPORATION #J66	4046027192	00198078	19000940	UNIFORMS 3/23 TRANS	03/31/20	276323	133.20-
00009	CINTAS CORPORATION #J66	4046027192	00198078	19000941	UNIFORMS 3/23 PLANT	03/31/20	276323	45.39-
00009	CINTAS CORPORATION #J66	4046027192	00198078	19000942	UNIFORMS 3/23 SEWER	03/31/20	276323	24.02-
00009	CINTAS CORPORATION #J66	4046027192	00198078	19000943	UNIFORMS 3/23 LAGOON	03/31/20	276323	19.36-
00009	CINTAS CORPORATION #J66	4046026902	00198080	19000944	MOP/MAT 3/23 PLANT	03/31/20	276323	17.10-

CINTAS CORPORATION #J66								
Sum								
00009	CINTAS FIRST AID J71	5016118102	00196943	19000913	RAINSUITS/GLOVES WTR TRANS	03/31/20	276324	472.29-
00009	CINTAS FIRST AID J71	5015697470	00195944	19000919	NITRILE GLOVES SEWER DEPT	03/31/20	276324	657.00-

CINTAS FIRST AID J71								
Sum								
00009	CITY OF HATTIESBURG FUND 2ND 3/20 PAY	02020450	19000946	2ND 3/20	PAYROLL TRF	03/24/20	90003	956.80-

CITY OF HATTIESBURG FUND								
Sum								
00009	CLEARWATER CONSULTANTS I 12.12001		00198186	19000952	MONITOR S LAGOON 11/19-1/20	03/31/20	276327	110,868.43-

CLEARWATER CONSULTANTS I								
Sum								
00009	EQUIPMENT INC	165503154	00197657	19000937	REPRS U#18588 SEWER DEPT	03/31/20	276349	18,150.72-

EQUIPMENT INC								
Sum								
00009	FASTENAL COMPANY	MSHAT225014	00198142	19000961	SAW BLADE/SEWER CREW	03/31/20	276352	3,954.97-

FASTENAL COMPANY								
Sum								
00009	GILLILANDS ELECTRONICS S 71538		00198189	19000951	MNTHLY PHONE SYS RENT WTR PLT	03/31/20	276359	99.95-

GILLILANDS ELECTRONICS S								
Sum								
00009	L & A CONTRACTING CO	483-155	00198160	19000953	AERATOR MNT 2/24-3/8 LAGOONS	03/31/20	276385	148.16-
00009	L & A CONTRACTING CO	483-156	00198218	19000965	LAGOON MTN 3/9/20-3/22/20	03/31/20	276385	45,313.95-

L & A CONTRACTING CO								
Sum								
00009	LAMAR COUNTY SCHOOL DIST LEASE NO.868		00198043	19000932	2020 LEASE OAK GROVE WTR TOWR	03/31/20	276387	84,678.95-

LAMAR COUNTY SCHOOL DIST								
Sum								
00009	LARRY'S WRECKER SERVICE	6863	00195358	19000906	TOWING U#21395 TRANS	03/31/20	276391	5,490.00-

LARRY'S WRECKER SERVICE								
Sum								
55.00-								

00009 MCELHANEY PLUMBING INC	283355	00197907 19000921 PLUMB SUPP PLT#2 RESTROOM	03/31/20	276404	279.70-
00009 MCELHANEY PLUMBING INC	283353	00197903 19000925 WTR FOUNTAIN FILTERS WTR OFFC	03/31/20	276404	25.90-
00009 MCELHANEY PLUMBING INC	283445	00198033 19000957 HAND TOOLS SEWER DEPT CREWS	03/31/20	276404	58.85-
00009 MCELHANEY PLUMBING INC	283582	00198212 19000966 BATHROOM REPAIR WTR PL 2	03/31/20	276404	29.95-

MCELHANEY PLUMBING INC					
Sum					394.40-
00009 MS POWER COMPANY	3/20 W&SO&M	00202012 19000954 MNTHLY ELEC-W&SO&M	03/31/20	276418	77,170.33-

MS POWER COMPANY					
Sum					77,170.33-
00009 PEARL RIVER VALLEY EPA (	3/20 W&SO&M	00202012 19000945 MNTHLY 3/20 PUBLIC SERVICES	03/31/20	276431	6,937.08-

PEARL RIVER VALLEY EPA (					
Sum					6,937.08-
00009 PETRO AUTOMOTIVE GROUP	6176027	00197756 19000905 REPRS WTR BILLING UNIT	03/31/20	276432	1,016.88-

PETRO AUTOMOTIVE GROUP					
Sum					1,016.88-
00009 PUCKETT RENTS	752851-0001	00197762 19000958 HOSES/STRAINERS PUMPS/W&SWR	03/31/20	276443	341.09-

PUCKETT RENTS					
Sum					341.09-
00009 RAWLS SPRINGS UTILITY DI	SEWER READS	00198030 19000924 SEWER READS 3/2020	03/31/20	276445	192.00-

RAWLS SPRINGS UTILITY DI					
Sum					192.00-
00009 RICOH CORP	5058920313 W	00197949 19000911 PROD PRINTER CHGS WTR BILLING	03/31/20	276450	134.08-

RICOH CORP					
Sum					134.08-
00009 SANSOM EQUIPMENT CO	60576	00195050 19000923 PROTOTEK LOCATOR FOR SEWER	03/31/20	276457	2,020.00-
00009 SANSOM EQUIPMENT CO	61823	00197711 19000964 PUSH CAMERA/WTR PLANT	03/31/20	276457	196.20-

SANSOM EQUIPMENT CO					
Sum					2,216.20-
00009 SHERWIN-WILLIAMS COMPANY	7299-0	00197890 19000922 PAINT SUPP PLT #1	03/31/20	276461	216.77-

SHERWIN-WILLIAMS COMPANY					
Sum					216.77-
00009 SOUTHERN PINE ELECTRIC P	3/20 W&SO&M	00202011 19000939 MNTHLY 3/20 PUBLIC SERVICES	03/31/20	276470	1,022.44-

SOUTHERN PINE ELECTRIC P					
Sum					1,022.44-
00009 SOUTHERN TIRE MART LLC (	2520028670	00197600 19000920 TIRE REPR U#20445 TRANS	03/31/20	276477	686.29-
00009 SOUTHERN TIRE MART LLC (	2520028514	00197477 19000933 TIRE REPR U#15775 SEWER	03/31/20	276477	141.25-
00009 SOUTHERN TIRE MART LLC (	2520028276	00197341 19000936 TIRE REPR U#18556 TRANS DEPT	03/31/20	276477	448.95-
00009 SOUTHERN TIRE MART LLC (	2520030297	00198083 19000962 TIRE UNIT #18564/WTR PLANT	03/31/20	276477	204.89-

SOUTHERN TIRE MART LLC (					
Sum					1,481.38-

00009 SPIRE ENERGY	3/20 W&SO&M	00202012 19000955 MNTHLY GAS-W&SO&M	03/31/20	276479	570.82-

SPIRE ENERGY					
Sum					570.82-
00009 UNIVERSITY TIRE & SERVIC 149917		00197685 19000947 TIRE UNIT 21395-WTR TRANS	03/31/20	276494	100.70-
00009 UNIVERSITY TIRE & SERVIC INV150312		00197913 19000956 TIRE U#20446 TRANS	03/31/20	276494	161.65-

UNIVERSITY TIRE & SERVIC					
Sum					262.35-
00009 VACUUM TRUCK SALES & SER MS17153		00197723 19000908 PUSH CAMERA AC CORDS/CABLES	03/31/20	276497	225.62-
00009 VACUUM TRUCK SALES & SER MS17237		00197967 19000960 PARTS FOR PUSH CAM/WAT&SWR	03/31/20	276497	2,709.00-

VACUUM TRUCK SALES & SER					
Sum					2,934.62-
00009 WALT MASSEY CHEVROLET 353603		00197622 19000959 REPAIRS UNIT #14712/WATER PLT	03/31/20	276503	656.04-

WALT MASSEY CHEVROLET					
Sum					656.04-
00009 WARREN PAVING INC 29509		00195834 19000949 ASPHALT WTR/SWR PATCHES	03/31/20	276506	224.79-

WARREN PAVING INC					
Sum					224.79-
00009 WATER COMPANY OF AMERICA 10		00197940 19000912 REVIEW WATER ACCOUNTS SERVS	03/31/20	276509	22,249.97-

WATER COMPANY OF AMERICA					
Sum					22,249.97-

Sum					395,514.24-

Date - 03/27/20

Vendor

Invoice
Number

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Claims
Number

Item	Description
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Check
Date

Check
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Check
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WATER & SEWER B & I

00010 FIRST SECURITY BANK

2/1/20

02020451

19000005

DEBT SERV'10 W&S GO DUE 4/1/20

03/24/20

100001

35,509.38-

FIRST SECURITY BANK

Sum

35,509.38-

Sum

35,509.38-

00011 HANCO 46 BROADACRES	METER DEP RF 02020433 19000399 METER DEP RFD	03/31/20	276366	75.00-

HANCO 46 BROADACRES				75.00-
Sum				75.00-
00011 HEATH, ANNIE	METER DEP RF 02020456 19000410 METER DEP RFD	03/31/20	276369	75.00-

HEATH, ANNIE				75.00-
Sum				75.00-
00011 HOSEY, JUSTIN 1	METER DEP RF 02020433 19000396 METER DEP RFD	03/31/20	276372	75.00-

HOSEY, JUSTIN 1				75.00-
Sum				75.00-
00011 JACKSON, ELLA	METER DEP RF 02020433 19000390 METER DEP RFD	03/31/20	276379	20.96-

JACKSON, ELLA				20.96-
Sum				75.00-
00011 LINDEN, PAUL 601 GREYMON	METER DEP RF 02020433 19000401 METER DEP RFD	03/31/20	276394	75.00-

LINDEN, PAUL 601 GREYMON				75.00-
Sum				75.00-
00011 LYKENS, FAITH LOUSIE	METER DEP RF 02020433 19000400 METER DEP RFD	03/31/20	276397	75.00-

LYKENS, FAITH LOUSIE				75.00-
Sum				75.00-
00011 MAGEE, TABITHA	METER DEP RF 02020456 19000406 METER DEP RFD	03/31/20	276398	37.96-

MAGEE, TABITHA				37.96-
Sum				37.96-
00011 MCDONALD, CAMILLE	METER DEP RF 02020433 19000393 METER DEP RFD	03/31/20	276402	37.96-

MCDONALD, CAMILLE				37.96-
Sum				37.96-
00011 MCDONNELL, JILL	METER DEP RF 02020456 19000405 METER DEP RFD	03/31/20	276403	13.36-

MCDONNELL, JILL				13.36-
Sum				13.36-
00011 MIKELL,TUCKER IRR	WTR OVRPMT R 02020432 19000403 WTR OVRPMT RFD	03/31/20	276409	950.00-

MIKELL,TUCKER IRR				950.00-
Sum				20.96-
00011 OTT, DAVID 205	METER DEP RF 02020433 19000395 METER DEP RFD	03/31/20	276425	20.96-

OTT, DAVID 205				20.96-
Sum				20.96-
00011 SEGARI, PATRICK W	METER DEP RF 02020433 19000398 METER DEP RFD	03/31/20	276458	.92-

SEGARI, PATRICK W				.92-
Sum				.92-
00011 VICK, RUSSELL	METER DEP RF 02020433 19000392 METER DEP RFD	03/31/20	276499	20.96-

VICK, RUSSELL				20.96-
Sum				20.96-

00011 WILCOX, JAMES E	METER DEP RF 02020433 19000389 METER DEP RFD	03/31/20	276513	20.96-

WILCOX, JAMES E				20.96-
Sum				-----
Sum				2,452.50-

- 03/27/20

Vendor

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Number

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Claims
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Item	Description
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Check
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Check
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Check
Amount

POLICE FORFEITURES FUND

00019 EVIDENT INC

153509A

00196157

19000029

SUPPLIES FOR CRIME SCENE

03/31/20

276350

371.50-

00019 EVIDENT INC

153509C

00196157

19000030

CRIME SCENE SUPPLIES/GLOVES

03/31/20

276350

286.20-

00019 EVIDENT INC

153509B

00196157

19000031

SUPPLIES CRIME SCENE/GLOVES

03/31/20

276350

214.20-

EVIDENT INC

Sum

871.90-

00019 TOSHIBA BUSINESS SOLUTIO 5112730

00198147

19000032

COPIER LEASE/COMMUNITY REL

03/31/20

276487

296.31-

TOSHIBA BUSINESS SOLUTIO

Sum

296.31-

Sum

1,168.21-

PERIOD ENDING MARCH 31, 2020

Date

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TAX COLLECTOR'S FUND

00027 H'BURG PUBLIC SCHOOLS

3/2020

02020442

19000064

MARCH 2020 MILLAGE

03/23/20

270002

7,532,902.86-

00027 H'BURG PUBLIC SCHOOLS

3/20

02020442

19000065

MARCH 2020 MILLAGE

03/23/20

270003

1,023,482.89-

H'BURG PUBLIC SCHOOLS

Sum

8,556,385.75-

Sum

8,556,385.75-

Date - 03/27/20

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Amount

AIRPORT IMPROVEMENT FUND

00039	SIMMONS	EROSION CONTROL	PAY EST NO 3	00198134	19000038	AIRPORT APRON RESTORATION	03/31/20	276463	739,483.29-
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SIMMONS EROSION CONTROL

Sum

00039	SOUTHERN EARTH SCIENCES	N20014-02	00198130	19000037	AIRPORT APRON RESTORATION	03/31/20	276465	20,010.00-
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SOUTHERN EARTH SCIENCES

Sum

20,010.00-

Sum

759,493.29-

00073 NEWELL PAPER COMPANY	4077580	00197772 19000250 JANIT SUPP	03/31/20	276421	81.52-
00073 NEWELL PAPER COMPANY	4077882	00197763 19000256 CLOROX SPRAY/WIPES-MASS TRANS	03/31/20	276421	80.41-

NEWELL PAPER COMPANY					
Sum					161.93-
00073 PATTERSON AUTO ELECTRIC	80529	00197982 19000258 DOOR ENTRY U16760 MASS TRANS	03/31/20	276430	637.50-

PATTERSON AUTO ELECTRIC					
Sum					637.50-
00073 VERIZON WIRELESS	9850120364	00198041 19000252 PARATRANSIT 2/11-3/10	03/31/20	276498	142.55-

VERIZON WIRELESS					
Sum					142.55-
00073 WATERS INTERNATIONAL TRU	085821634	00198008 19000259 REPAIRS U#18570-MASS TRANSIT	03/31/20	276510	455.00-

WATERS INTERNATIONAL TRU					
Sum					455.00-
00073 WILDSTONE CONSTRUCTION S	PAY APPLICAT	00198097 19000261 BUS STOP CONSTRUCTION	03/31/20	276514	22,203.26-

WILDSTONE CONSTRUCTION S					
Sum					22,203.26-

Sum					78,208.35-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 03/27/20

PERIOD ENDING MARCH 31, 2020

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PUBLIC SAFETY/REC CONSTRUCTION							
00088 ALBERT & MCCLESKEY ASSOC	INVOICE NO.	00198135	19000035	PUBLIC SAFETY COMPLEX-CONST	03/31/20	276283	23,850.00-
00088 ALBERT & MCCLESKEY ASSOC	INVOICE NO.	00198136	19000036	SRV ELEV-PUBLIC SAFETY COMPX	03/31/20	276283	10,400.00-

ALBERT & MCCLESKEY ASSOC							
Sum							34,250.00-
00088 HANCO CORP	PAY EST #12	00198137	19000037	PUBLIC SAFETY COMPLEX	03/31/20	276365	930,908.39-

HANCO CORP							
Sum							930,908.39-
00088 HINTON, MITCHELL AND SHE	1409 EAST HA	00197950	19000034	FILE 2020-153/1409 EAST HARDY	03/17/20	880002	40,250.00-

HINTON, MITCHELL AND SHE							
Sum							40,250.00-

Sum							1,005,408.39-

Date - 03/27/20

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Number

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Amount

2019 FIRE STATION CONSTRUCTION

00095 HANCO CORP

PAY EST # 9

00198133

19000004

FIRE STATION #9

03/31/20

276365

27,351.45-

HANCO CORP

Sum

00095 LANDRY LEWIS GERMANY ARC CN18-3707.5

00198132

19000005

PROF SRV FIRE STATION #9

03/31/20

276389

27,351.45-

328.22-

LANDRY LEWIS GERMANY ARC

Sum

328.22-

Sum

27,679.67-

PERIOD ENDING MARCH 31, 2020

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Check
Amount

SPECIAL SALES TAX-T&A

00107	H'BURG CONVENTION COMMIS	2%	RESTAURAN	02020428	19000012	2%	RESTAURANT	SALES TAX	2/2020	03/17/20	1070002	452,492.23-
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H'BURG CONVENTION COMMIS

Sum

00107	H'BURG	TOURISM	COMMISSIO	2%	HOTEL	SAL	02020427	19000011	2%	HOTEL	SALES	TAX	2/20	03/17/20	1070001	52,067.82-
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H'BURG TOURISM COMMISSIO

Sum

52,067.82-

Sum

504,560.05-

Grand Total Level

Sum

13,994,458.97-