



**Tuesday, May 19, 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

Citizens' Forum

Agenda Adjustments

- **Add Routine Item #6 at the request of the Administration as follows:**

6. **2020-338** Acknowledge receipt of a permanent sidewalk and water meter easement from 100 Huevos De Raton, LLC(Raising Canes) for a portion of Forrest County Parcel No. 2-028L-07-162.00

POLICY AGENDA

1. **2020-317** Approve the minutes for the May 5, 2020 meeting of the City Council.
2. **2020-316** Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties.
3. **2020-335** Adopt a Resolution to temporarily forego agenda review meetings and to also hold regular and special called council meetings as may be necessary at the Jackie Dole Sherrill Community Center and for related purposes.
4. **2020-332** Adopt Resolution directing the sale and award of a taxable negotiable note, Series 2020, of the City of Hattiesburg, Mississippi, to be dated the date of delivery thereof, in the principal amount of Four Hundred Ninety-Four Thousand Dollars (\$494,000).

5. **2020-334** Adopt a Resolution approving the issuance of a Free Port Warehouse License to Wis-Pak Inc. and granting the appropriate exemption pursuant to Section 27-31-51,et.seq., of the Mississippi Code.
6. **2020-330** Adopt a Resolution authorizing Requisition No. 64 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.
7. **2020-323** Approve Supplemental Agreement No. 1 to the contract with Shows, Dearman and Waits, Inc. for Engineering Services on the Infrastructure Improvements Along Lamar Boulevard Project approved at MB 2017-164; Authorize Mayor to execute in duplicate.
8. **2020-319** Approve lighting agreement with Mississippi Power for additional lighting at 220/223 Dossett Avenue for a monthly increase of \$19.83; Authorize Mayor to execute.
9. **2020-325** Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {Entitlement CDBG/HOME}
10. **2020-320** Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-037D-14-128-00 (PPIN 22074) for the Hall Avenue Overpass Project; Acknowledge receipt of Appraisal Report; Determine the appraisal valuation of \$620.00 to be Just Compensation for the aforementioned portion of the parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$620.00; Authorize Mayor to execute any and all documents required to complete the transaction.
11. **2020-321** Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-037D-14-127-00 (PPIN 22051) for the Hall Avenue Overpass Project; Acknowledge receipt of Appraisal Report; Determine the appraisal valuation of \$310.00 to be Just Compensation for the aforementioned portion of the parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$310.00; Authorize Mayor to execute any and all documents required to complete the transaction.
12. **2020-333** Authorize the submission of a grant application to Mississippi Department of Wildlife, Fisheries and Parks-Land Water Conservation Fund grant program for park development in the City of Hattiesburg in the Midtown area.
13. **2020-324** Acknowledge receipt of FAA offer for a Cares Act Airport Grant in the amount of \$30,000.00, grant no. 3-28-0031-028-2020, and authorize Mayor to accept grant; authorize Mayor to execute associated grant agreement and any other documents required by FAA in association with this grant, using the FAA's electronic signature process.
14. **2020-329** Acknowledge bids received April 30, 2020 for the Weathersby Road Overlay project and accept the bid from Dunn Roadbuilders, LLC in the amount of \$351,068.20; Authorize Mayor to execute contracts upon preparation.
15. **2020-322** Acknowledge bids received May 7, 2020 for the Hattiesburg Public Safety Complex Smoke Evacuation Project and accept the bid from Pat L. McKenzie, Inc. in the amount of \$105,000.00; Authorize Mayor to execute contracts upon preparation.

- 16. 2020-315** Declare the purchase of disposable surgical medical mask in the amount of \$15,000.00 from Next Level Consultants Inc. as an Emergency Purchase per Mississippi Code 31-7-13(k): due to a declared pandemic (COVID-19) that took place on or about March 13, 2020.
- 17. 2020-336** Extend state of emergency for an additional 30 days resulting from the pandemic event (COVID_19) that occurred on or about March 13, 2020.
- 18. 2020-318** Set a public hearing for Tuesday, June 9, 2020 at 4:00 p.m. at the Jackie Dole Sherrill Community Center Auditorium to hear public comments related to the City of Hattiesburg Drinking Water System Improvements Revolving Loan Fund loan.

ROUTINE AGENDA

- 1. 2020-331** Acknowledge receipt of audit for the Library of Hattiesburg, Petal and Forrest County for the fiscal year ended September 30, 2019 from Herzog CPA Company, PLLC.
- 2. 2020-327** Acknowledge Proof of Publications for the month of April 2020.
- 3. 2020-328** Approve plans and specifications for the Sullivan Park Splash Pad project; Authorize advertisement for bids.
- 4. 2020-293** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
- 5. 2020-273** Approve claims docket for the period ending May 15, 2020.
- 6. 2020-338** Acknowledge receipt of a permanent sidewalk and water meter easement from 100 Huevos De Raton, LLC(Raising Canes) for a portion of Forrest County Parcel No. 2-028L-07-162.00

In Memoriam:

- Mr. Harvey Lee Carter
- Mr. Ezra Lee Young
- Ms. Winter Young
- Mr. Larry Campbell
- Mr. Joey McWilliams
- Mr Ahmaud Arbery
- Mrs. Louise Ridgeway
- Ms. Annie B Crowther
- Mr. Otha Sullivan

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Lisa Luu
cc: Ronda Cole, Clerk of Council
Date: Tuesday, May 19, 2020
Re: Approve the minutes for the May 5, 2020 meeting of the City Council.
File Number: 2020-317
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 May 19, 2020 City Council meeting for consideration.

Call to Order

BE IT REMEMBERED that the **regular meeting of the Hattiesburg City Council was held at 4:00 p.m. Tuesday, May 5, 2020**, in Jackie Dole Community Center Auditorium.

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

Council President Carroll Called the meeting to order.

Call to Prayer and Pledge of Allegiance

The prayer was given by Kermas Eaton, City Clerk.

The Pledge of Allegiance was led by Council President Carroll.

Presentation Agenda

The PRESENTATION AGENDA came before the Council.

There were no presentations at this time.

Citizens' Forum

Council Vice President Dryden proceeded with the Citizens' Forum.

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

The following citizens addressed the Council:

- Greg Prine, 229 West Pine Street

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

Council Vice President Dryden closed the Citizen Forum.

Agenda Adjustments

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Add Policy Item #18 at the request of the Administration as follows:

- 18. 2020-292** Approve contract between City of Hattiesburg and Republic Services to provide recycling services and authorize Mayor to execute contract upon legal review.

Attachments: Documents-A205655330_for_City_of_Hattiesburg

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

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

Nays: 0

POLICY AGENDA

The POLICY AGENDA came before the Council.

1. **2020-285** Approve the minutes for the April 21, 2020 meeting of the City Council.

Attachments: 4-21-2020 Mins.

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve the minutes for the April 21, 2020 meeting of the City Council.

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

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

Nays: 0

2. **2020-274** Adopt an Ordinance for the petition filed by Vixon Sullivan, Owner, to change the zoning classification for certain properties located at 100 Evans Street (Parcel 2-029I-10-075.00, PPIN 15583, Parcel 2-029I-10-074.00, PPIN 15584, and Parcel 2-029I-10-066.00, PPIN 15585, Ward 2) from Section 4.5.12, B-5 (Regional Business) District to Section 4.5.11, B-4 (Downtown Business) District. The Planning Commission recommended to Approve on April 01, 2020.

Attachments: APRIL HPC Minutes
 hpc item a april 2020
 Ordinance - 100 Evans

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Adopt an Ordinance (#3273) for the petition filed by Vixon Sullivan, Owner, to change the zoning classification for certain properties located at 100 Evans Street (Parcel 2-029I-10-075.00, PPIN 15583, Parcel 2-029I-10-074.00, PPIN 15584, and Parcel 2-029I-10-066.00, PPIN 15585, Ward 2) from Section 4.5.12, B-5 (Regional Business) District to Section 4.5.11, B-4 (Downtown Business) District. The Planning Commission recommended to Approve on April 01, 2020.

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

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

Nays: 0

3. **2020-276** Approve or Deny the petition filed by Chase Fisher, Representative, GCHP/Beverly Land, LLC/Village at the Beverly II, LP, Owner, to amend the previously approved Planned Mixed Use-Planned Unit Development (PMU-PD) in a B-3 (Community Business) District for a portion of a certain property located at 111 Brady Rd. (15 Old Airport Rd.)(Parcel 2-041G-27-017.00, PPIN 29647, Ward 5). The Planning Commission recommended to Approve with Stipulations on April 01, 2020.

Attachments: APRIL HPC Minutes
 hpc item b april 2020

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve the petition filed by Chase Fisher, Representative, GCHP/Beverly Land, LLC/Village at the Beverly II, LP, Owner, to amend the previously approved Planned Mixed Use-Planned Unit Development (PMU-PD) in a B-

3 (Community Business) District for a portion of a certain property located at 111 Brady Rd. (15 Old Airport Rd.)(Parcel 2-041G-27-017.00, PPIN 29647, Ward 5). The Planning Commission recommended to Approve with Stipulations on April 01, 2020.

Following discussion, the Motion received the affirmative vote of the Council as follows:

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

Nays: 0

- 4. 2020-270** Adopt Resolution setting Public Hearing on Tuesday, June 16, 2020 at 4:00 p.m. in the City Council Chambers to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, section 21-19-11.

Attachments: Request to Set Public Hearing-CE 5 5 2020 v2
Set Public Hearing Unsafe Properties Resolution 5-5-2020 v2

A MOTION was made by Council Jeffrey George and seconded by Council Vice President Dryden to Adopt Resolution (#2020-135) setting Public Hearing on Tuesday, June 16, 2020 at 4:00 p.m. in the City Council Chambers to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, section 21-19-11.

An AMENDMENT to the Resolution was made by Council Member George and seconded by Council Vice President Dryden to change the Public Hearing location to be held in the City Council Chambers or any such location as deemed necessary.

Following discussion, the Motion received the affirmative vote of the Council as follows:

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

Nays: 0

- 5. 2020-271** Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties.

Attachments: Request for Adjudication 5 5 2020
1. 704 Ellis Ave
2. 501 Ruby Ave
3. 608 Mamie St
4. Parcel 2-029I-10-043 00 E 2nd St
5. 717 Clairborne Ave
6. 2-030L-11-229 00 E Hardy St
7. 2-030L-11-230 00 E Hardy St
8. 418 S 14th Ave
9. 315 Miller St
10. 311 Park Ave
11. 351 Emerson Drive
12. 202 N 23rd Ave
13. 202 N 14th Ave
14. 1705 1st Terrace
15. 713 Duane St
16. 111 Dearborne St
17. 117 Dearborne St
18. 701 Claiborne Ave
19. 509 Francis St
20. 511 Francis St

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Adopt Resolutions (#2020-136-155) adjudicating and directing the placement as an assessment for the cleanup

costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties.

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

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

Nays: 0

- 6. 2020-289** Adopt a Resolution approving the issuance of a Free Port Warehouse License to Dirt Cheap Building Supplies, LLC and granting the appropriate exemption pursuant to Section 27-31-51, et. seq., of the Mississippi Code.

Attachments: Dirt Cheap App-6633
Dirt Cheap Fee Payment-6633
Dirt Cheap Free Port Lic-6633
Dirt Cheap Reso Free Port-2020

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Adopt a Resolution (#2020-156) approving the issuance of a Free Port Warehouse License to Dirt Cheap Building Supplies, LLC (site location 6633 Hwy 49 North) and granting the appropriate exemption pursuant to Section 27-31-51, et. seq., of the Mississippi Code.

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

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

Nays: 0

- 7. 2020-287** Adopt a Resolution approving the issuance of a Free Port Warehouse License to Dirt Cheap Building Supplies, LLC and granting the appropriate exemption pursuant to Section 27-31-51, et. seq., of the Mississippi Code.

Attachments: Dirt Cheap- Freeport Lic-5154
Dirt Cheap- App 5154
Dirt Cheap Reso Free Port-2020
Dirt Cheap Fee payment- 5154

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Adopt a Resolution (#2020-157) approving the issuance of a Free Port Warehouse License to Dirt Cheap Building Supplies, LLC (location site 5154 Hwy 42) and granting the appropriate exemption pursuant to Section 27-31-51, et. seq., of the Mississippi Code.

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

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

Nays: 0

- 8. 2020-288** Adopt a Resolution approving the issuance of a Free Port Warehouse License to Dirt Cheap Building Supplies, LLC and granting the appropriate exemption pursuant to Section 27-31-51, et. seq., of the Mississippi Code.

Attachments: Dirt Cheap Fee Payment-6892
Dirt Cheap Free Port Lic-6892
Dirt Cheap App- 6892
Dirt Cheap Reso Free Port-2020

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Adopt a Resolution (#2020-158) approving the issuance of a Free Port Warehouse License to Dirt Cheap Building Supplies, LLC (location site 6892 Hwy 49 North) and granting the appropriate exemption pursuant to Section 27-31-51, et. seq., of the Mississippi Code.

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

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

Nays: 0

- 9. 2020-290** Adopt a Resolution approving the issuance of a Free Port Warehouse License to Kohler and granting the appropriate exemption pursuant to Section 27-31-51, et.seq., of the Mississippi Code.

Attachments: [Kohler Fee Payment](#)
[Kohler App 20](#)
[Kohler- Inventory 20](#)
[Kohler Reso- 20](#)
[Kohler Lic-20](#)

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Adopt a Resolution (#2020-159) approving the issuance of a Free Port Warehouse License to Kohler and granting the appropriate exemption pursuant to Section 27-31-51, et.seq., of the Mississippi Code.

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

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

Nays: 0

- 10. 2020-284** Adopt a Resolution authorizing Requisition No. 63 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.

Attachments: [Project Resolution Requisition 2016 Bonds No. 63](#)
[2016 Bond Resolution No. 63](#)

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Adopt a Resolution (#2020-160) authorizing Requisition No. 63 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.

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

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

Nays: 0

- 11. 2020-267** Approve Professional Services Agreement with Shows, Dearman and Waits, Inc. for a drainage study of the Audubon-Kirkwood and Innswood Neighborhoods and authorize the Mayor to execute in duplicate.

Attachments: [SDW Agreement](#)

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve Professional Services Agreement with Shows, Dearman and Waits, Inc. for a drainage study of the Audubon-Kirkwood and Innswood Neighborhoods and authorize the Mayor to execute in duplicate.

Following discussion, the Motion received the affirmative vote of the Council as follows:

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

Nays: 0

- 12. 2020-283** Approve Supplemental Agreement to the Agreement for Professional Services between the City and Neel-Schaffer, Inc. for the Hall Avenue Overpass Project and authorize the Mayor to execute in duplicate.

Attachments: 4-8-20 Hall Ave - Contract Amendment (002)
Executed contract with Neel-Schaffer - Hall Avenue Overpass Project

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve Supplemental Agreement to the Agreement for Professional Services between the City and Neel-Schaffer, Inc. for the Hall Avenue Overpass Project and authorize the Mayor to execute in duplicate.

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

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

Nays: 0

- 13. 2020-282** Approve Feasibility Review Reimbursement Agreement between the City and Norfolk Southern Railway Company for the Hall Avenue Overpass Project and authorize the Mayor to execute in duplicate.

Attachments: Feasibility Review Reimbursement Agreement Form

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve Feasibility Review Reimbursement Agreement between the City and Norfolk Southern Railway Company for the Hall Avenue Overpass Project and authorize the Mayor to execute in duplicate.

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

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

Nays: 0

- 14. 2020-286** Approve Professional Services Contract with Jeff Byrd as designated operator of record for the Hattiesburg water system and authorize the Mayor to execute the same.

Attachments: Water Plant Operator of Record Agreement May 2020

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve Professional Services Contract with Jeff Byrd as designated operator of record for the Hattiesburg water system and authorize the Mayor to execute the same.

Following discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 4 - George, Carroll, Dryden and Brown

Nays: 1- Delgado

- 15. 2020-291** Approve payment and authorize manual checks in the amount of \$8,352.45 to Courtesy Realty, LLC and TNM Realty, LLC for 2019 prorated taxes associated with property located at 1410 W. Pine Street *Old Courtesy Ford Building*.

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve payment and authorize manual check in the amount of \$8,352.45 to Courtesy Realty, LLC and TNM Realty, LLC for 2019 prorated taxes associated with property located at 1410 W. Pine Street *Old Courtesy Ford Building*.

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

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

Nays: 0

- 16. 2020-268** Acknowledge receipt of the award for the Substance Abuse and Mental Health Services Administration (SAMSHA) Treatment Drug Courts Grant in the amount of \$385,230 for the continuation of the Hattiesburg Behavioral Health Court Treatment Expansion project, covering

the period May 31, 2020 through May 30, 2021.

Attachments: SAMHSA_NOA_5H79TI081923-02

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Acknowledge receipt of the award for the Substance Abuse and Mental Health Services Administration (SAMSHA) Treatment Drug Courts Grant in the amount of \$385,230 for the continuation of the Hattiesburg Behavioral Health Court Treatment Expansion project, covering the period May 31, 2020 through May 30, 2021.

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

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

Nays: 0

17. **2020-279** Ratify and confirm the Mayor’s reappointment of Amy Hinton (Ward 1) to the Planning Commission for a term beginning May 13, 2020 and ending May 12, 2025.

Attachments: Data Sheet - Amy Hinton 2020

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Ratify and confirm the Mayor’s reappointment of Amy Hinton (Ward 1) to the Planning Commission for a term beginning May 13, 2020 and ending May 12, 2025.

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

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

Nays: 0

18. **2020-292** Approve contract between City of Hattiesburg and Republic Services to provide recycling services and authorize Mayor to execute contract upon legal review.

Attachments: Documents-A205655330_for_City_of_Hattiesburg

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve contract between City of Hattiesburg and Republic Services to provide recycling services and authorize Mayor to execute contract upon legal review.

Following discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 4 - George, Carroll, Dryden and Brown

Nays: 1 - Delgado

ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

A MOTION was made by Council Member George and seconded by Council member Council Vice President Dryden to approve the Routine Agenda.

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

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

Nays: 0

1. **2020-269** Acknowledge Proof of Publications for the month of March 2020.

Attachments: Proof of Publication Hub City Spokes March 2020

2.

2020-275

Acknowledge bids received March 12, 2020 for the Drainage at 6200 Hwy 98 W project and reject all bids as exceeding cost estimates.

Attachments: [Certified Bid Tab](#)
[Letter from City Engineer](#)
3.

2020-278

Acknowledge bids received March 19, 2020 for the Cross Creek Pump Station Rehab Project and reject all bids as exceeding cost estimates.

Attachments: [1273S015_Bid Tabulation](#)
[Letter from City Engineer](#)
4.

2020-280

Authorize publication of Notice of Public Hearing regarding the City of Hattiesburg Drinking Water System Improvements Project.

Attachments: [1273-W015_Notice of Public Hearing](#)
5.

2020-281

Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}

Attachments: [Memo CDBG Manual Checks 050520](#)
[Invoice 3 - Longstreet Rehab_05052020](#)
6.

2020-272

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

Attachments: [Memo's \(05-05-2020\)](#)
[Receipts \(05-05-2020\)](#)
[Deeds \(05-05-2020\)](#)
7.

2020-273

Approve claims docket for the period ending April 30, 2020.

Attachments: [04-30-20 Docket](#)
[Addendum to the claims docket](#)

In Memoriam:

- Mr. Louis Hilton, Jr.
- Ms. Lula Russell
- Ms. Viola Williams Rhodes
- Ms. Hattie Robinson
- Mrs. Leighton Hill

Meeting Adjourn

By unanimous consent, Council President Carroll declared the **meeting adjourned at 4:39 p.m., this 5th day of May, 2020.**

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Wiley Quinn, Code Enforcement Division Manager

Date: Tuesday, May 19, 2020

Re: Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties.
File Number: 2020-316
Minute Book #

Summary

Adopt Resolutions of Adjudication 5 19 2020

Recommendation Statement

I recommend the adoption of resolutions adjudicating property maintenance costs and penalties for the properties on the attached list.

Please place this on the May 19, 2020 City Council meeting for consideration.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

TO: Mayor and City Council

FR: Wiley Quinn, Code Enforcement Division Manager

DATE: May 19, 2020

RE: Adopt Resolutions of Adjudication

I recommend adopting Resolutions adjudicating and directing the placement as an assessment the cleanup cost, and Title Opinion Cost not to exceed the values prescribed by State law, against the following properties.

Owner	Address	PPIN	Clean Up Costs	WARD NUMBER
Sandra E. Bohn	902 Louise St.	14779	\$243.00	4
Diana Lozano	1708 Louise St.	18456	\$243.00	4
Samuel & Ernestine Mack	119 W. 8th St.	15260	\$243.00	2
A & C Properties of MS, LLC	508 Buschman St.	15808	\$243.00	2
Adam Stringer	2203 Quinn St.	22798	\$282.80	4
Karen Wells & James Robinson	702 S. 22nd Ave.	13104	\$276.25	4
Lee Mitchell	201 S. 23rd Ave.	16582	\$3,949.04	4
Lealex Martin and the State of Mississippi	1002 Butler Ave.	20407	\$15,162.90	2
Walter & Yvonne Early	100 Claiborne Ave.	13533	\$21,874.95	5

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: PARCEL 2-028I-08-059.00 902 Louise Street, Hattiesburg, MS, and better described as: The West 68 feet of Lot 11 and the West 68 feet of the South 48 feet of Lot 10, Block 2, Dixie Addition, City of Hattiesburg

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

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

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Sandra E. Bohn	902 Louise St.	2-028I-08-059.00	\$243.00
			Total: \$243.00

The West 68 feet of Lot 11 and the West 68 feet of the South 48 feet of Lot 10, Block 2, Dixie Addition, City of Hattiesburg, Forrest County, Mississippi, as per the official plat or map thereof on file in the office of the Chancery Clerk of the Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

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

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

The 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 19th day of May 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 19th day of May 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: PARCEL 2-028I-08-086.00 1708 Louise Street, Hattiesburg, MS, and better described as: Lot 3, Block 2 of the S.G. Jordan Survey of the City of Hattiesburg

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

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

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Diana Lozano	1708 Louise St.	2-028I-08-086.00	\$243.00
			Total: \$243.00

Lot 3, Block 2 of the S.G. Jordan Survey of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

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

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

The 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 19th day of May 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 19th day of May 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: PARCEL 2-029F-04-040.00 119 W. 8th Street, Hattiesburg, MS, and better described as: Commence at the SW corner of Lot 12 of the Foote and Phillips Subdivision of part of Lot 4 of Block 172 of the Crittenden Survey to the City of Hattiesburg, Forrest County, Mississippi, for the point of beginning. This parcel is part of Lots 1, 2, 11 and 12 of the Foote and Phillips Subdivision.

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

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

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Samuel & Ernestine Mack	119 W. 8th St.	2-029F-04-040.00	\$243.00
			Total: \$243.00

Commence at the SW corner of Lot 12 of the Foote and Phillips Subdivision of part of Lot 4 of Block 172 of the Crittenden Survey to the City of Hattiesburg, Forrest County, Mississippi, for the point of beginning. From the point of beginning run North along the West line of Lots 12, 2, and 1 for 241 feet to the North line of Lot 1; thence run Northeasterly along the North line of Lot 1 for 41.5 feet; thence run 95°01’ E for 144.2 feet; thence run n 88° 53’ E for 7.0 feet; thence run S 01°07’ E for 109.9 feet to the North line of West 8th Street; thence West along the North line of West 8th Street for 62.45 feet back to the point of beginning. This parcel is part of Lots 1, 2, 11 and 12 of the Foote and Phillips Subdivision.

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

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

The 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 19th day of May 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 19th day of May 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: PARCEL The property described in this instrument is situated in Lots 12 & 13, Block 50, Hardy and Scott Survey, Parcel 2-029I-10-163.00, City of Hattiesburg, Forrest County, Mississippi. Please index accordingly in the sectional index.

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

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

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
A & C Properties of MS, LLC	508 Buschman St.	2-029I-10-163.00	\$243.00
Total:			\$243.00

Lots 12 and 13 of Block 50 of the Hardy and Scott Survey of the City of Hattiesburg, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; said property having a Municipal Street Address of 508 Buschman Street and being Parcel #2-029I-10-163.00 with PPIN 15808; all together with all improvements thereon and appurtenances thereunto belonging.

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

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

The 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 19th day of May 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 19th day of May 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: PARCEL 2-028J-08-087.00 2203 Quinn Street, Hattiesburg, MS, and better described as: Lot 137 Park Haven (Parkhaven) North Subdivision

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

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

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Adam Stringer	2203 Quinn St.	2-028J-08-087.00	\$282.80 and \$255.25
			Total: \$538.05

Lot 137 Park Haven (Parkhaven) North Subdivision, Forrest County, Mississippi, as per official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

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

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

The 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 19th day of May 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 19th day of May 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: PARCEL 2-039B-17-047.00 702 s. 22nd Ave., Hattiesburg, Ms, and better described as: The South 55 feet of Lot Two (2) and the North 10 feet of Lot Three (3), Block Two (2) of the Audubon Subdivision in the City of Hattiesburg.

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

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

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
<u>Karen Wells & James Robinson</u>			
	<u>702 S. 22nd Ave.</u>	<u>2-039B-17-047.00</u>	<u>\$276.25</u>
			Total: \$276.25

The South 55 feet of Lot Two (2) and the North 10 feet of Lot Three (3), Block Two (2) of the Audubon Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

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

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

The 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 19th day of May 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 19th day of May 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: PARCEL 2-028O-08-115.00 201 S. 23rd Ave., Hattiesburg, MS, and better described as: LT 1 & 2 BLK 12 HATTIESBURG HEIGHTS 4TH SURVEY B 669 P 121 4/1/92

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

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

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Lee Mitchell	201 S. 23rd Ave.	2-028O-08-115.00	\$3,949.04
Total:			\$3,949.04

LT 1 & 2 BLK 12 HATTIESBURG HEIGHTS 4TH SURVEY B 669 P 121 4/1/92

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 19th day of May 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 19th day of May 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: PARCEL 2-029A-03-039.00 1002 Butler Avenue, Hattiesburg, MS and better described as: Lot 11 in Block 2 of the Meadow Grove Subdivision or Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk.

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

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

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
<u>Lealex Martin and the State of Mississippi</u>			
	<u>1002 Butler Ave.</u>	<u>2-029A-03-039.00</u>	<u>\$15,162.90</u>
		Total:	\$15,162.90

Lot 11 in Block 2 of the Meadow Grove Subdivision or Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk.

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 19th day of May 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 19th day of May 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

INDEXING INSTRUCTIONS: PARCEL 2-038G-15-042.00, 100 Claiborne Avenue, PPIN 13533, Hattiesburg, MS, and better described as: Lots 7, 8, and 9 in Block 8 of the Burkett Subdivision

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

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

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

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

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Walter & Yvonne Early	100 Claiborne Ave.	2-038G-15-042.00	\$21,874.95
			Total: \$21,874.95

Lots 7, 8, and 9 in Block 8 of the Burkett Subdivision of the South Half of Section 15, Township 4 North, Range 13 West as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, said property being assessed on the 2010 Tax Rolls as PPIN 13532 and 13533.

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 19th day of May 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 19th day of May 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 19th day of **May, 2020**, the following Resolution:

RESOLUTION 2020-_____

**RESOLUTION BY THE CITY COUNCIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI TO TEMPORARILY FOREGO AGENDA REVIEW MEETINGS AND
ALSO HOLD REGULAR AND SPECIAL CALLED COUNCIL MEETINGS AS MAY BE
NECESSARY IN THE JACKIE DOLE SHERRILL COMMUNITY CENTER AND FOR
RELATED PURPOSES**

WHEREAS, the Mayor of the City of Hattiesburg, Mississippi, on March 13, 2020, declared that the COVID-19 virus is a local emergency, and the Hattiesburg City Council (“the Council” or “the City Council”) approved said declaration March 17, 2020, and

WHEREAS, the Centers for Disease Control guidelines include maintaining a distance of six (6) feet between persons at public events; and

WHEREAS, Section 2-63 of the Code of Ordinances for the City of Hattiesburg provides for an agenda review meeting “on the day preceding the regular or recessed meeting for the purpose of reviewing and setting the agenda for the next council meeting, unless said day is a legal holiday or the council elects not to meet”; and

WHEREAS, the Council finds that, in an effort to protect the health and safety of the Council members, the City administration, and the public, it chooses not to have agenda review meetings for the month of June, so that the Council will meet in regular session only on **June 2, 2020, and June 16, 2020 at 4:00 p.m.**; and

WHEREAS, the Council finds that in order to practice “social distancing” as recommended by the CDC, the regular Council meetings as set forth above and any special called meetings shall be in the Jackie Dole Sherrill Community Center Auditorium with chairs arranged so that there is no less than six (6) feet between all persons who attend said meetings.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the City Council of Hattiesburg, Mississippi, shall not have agenda review meetings during the month of June, 2020, but shall meet in regular session as scheduled on **June 2, 2020, and June 16, 2020 at 4:00 p.m.**

2. That the **June 2, 2020, and June 16, 2020, and any special called meetings of the City Council** of Hattiesburg, Mississippi, shall be held in the Jackie Dole Sherrill Community Center Auditorium.

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the Resolution adopted this the **19th** day of **May, 2020**.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the **19th** day of **May, 2020**.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Connie Everett, Interim CFO

cc:

Date: Tuesday, May 19, 2020

Re: Adopt Resolution directing the sale and award of a taxable negotiable note, Series 2020, of the City of Hattiesburg, Mississippi, to be dated the date of delivery thereof, in the principal amount of Four Hundred Ninety-Four Thousand Dollars (\$494,000)
File Number: 2020-332
Minute Book #

Summary

The City is requesting adoption of a Resolution directing the sale and award of a taxable negotiable note in the principal amount of \$494,000.

Recommendation Statement

I am recommending adoption of a Resolution directing the sale and award of a taxable negotiable note in the principal amount of \$494,000.

Please place this on the May 19, 2020 City Council meeting for consideration.

There came on for consideration in connection with the sale and award of the City's \$494,000 Negotiable Note, Series 2020. After discussion of the subject, Council Member _____ offered and moved the adoption of the following resolution:

RESOLUTION DIRECTING THE SALE AND AWARD OF A TAXABLE NEGOTIABLE NOTE, SERIES 2020, OF THE CITY OF HATTIESBURG, MISSISSIPPI, TO BE DATED THE DATE OF DELIVERY THEREOF, IN THE PRINCIPAL AMOUNT OF FOUR HUNDRED NINETY-FOUR THOUSAND DOLLARS (\$494,000).

WHEREAS, the Mayor and City Council of the City of Hattiesburg, Mississippi (the "Governing Body" of the "City"), acting for and on behalf of the City, hereby find, determine, adjudicate and declare as follows:

1. The Governing Body, on April 21, 2020, did adopt an intent/note resolution (the "Note Resolution") directing that the Taxable Negotiable Note, Series 2020 (the "Note"), of the City in the principal amount of Four Hundred Ninety-Four Thousand Dollars (\$494,000) be offered for sale on sealed bids to be received by the City Clerk of the City up to and until the hour of 2:00 o'clock p.m. on the 19th day of May, 2020, for subsequent presentation to the Governing Body of the City in its meeting place at Jackie Dole Sherrill Community Center in the City of Hattiesburg, Mississippi, at a meeting scheduled for 4:00 o'clock p.m. on said date.

2. As directed by the Note Resolution, the notice of sale of the Note was duly published in *The Hattiesburg Post*, a newspaper published in and having general circulation in the City of Hattiesburg, Mississippi, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, said notice having been published in said newspaper on April 30, 2020, the publication having been made at least ten (10) days preceding the date fixed herein for the receipt of bids, all as shown by the proof of publication of said notice filed in the office of the City Clerk of the City and attached hereto as **EXHIBIT A**.

3. The Governing Body met in its meeting place at Jackie Dole Sherrill Community Center in the City of Hattiesburg, Mississippi, at 4:00 o'clock p.m. on the 19th day of May 2020.

4. At said time and place 5 bids for the purchase of the Note were received, examined and considered by the Governing Body, with said bids having heretofore been received by the City Clerk of the City at the time and place hereinabove stated and now presented by and being on file with the City Clerk of the City and attached hereto as **EXHIBIT B**.

5. The Governing Body now finds, determines and adjudicates that the highest and best bid made and offered for the Note based on the lowest net interest cost over the life of the issue was made by Trustmark National Bank, Hattiesburg, Mississippi.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY AS FOLLOWS:

SECTION 1. The Note is hereby awarded and sold to Trustmark National Bank, Hattiesburg, Mississippi, in accordance with the offer submitted to Governing Body in words and figures as follows:

[remainder of page left blank intentionally]

INSERT COPY OF WINNING BID



Post Office Box 1071
Hattiesburg, MS 39401
(601) 544-8100 PHONE
(601) 583-5307 FAX
www.trustmark.com

May 19, 2020

Mayor Toby Barker and
City Council of the City of Hattiesburg, Mississippi
C/O Kermas Eaton, City Clerk, City Hall
200 Forrest Street
Hattiesburg, MS 39403

RE: \$494,000 General Obligation Note(s) contained in Resolution No. 2019-296, adopted and approved by the City Council of the City of Hattiesburg on October 22, 2019.

Dear Mayor Barker and the City Council:

Thank you for the opportunity to provide a General Obligation financing quote to the City of Hattiesburg. For the requested financing in an amount up to \$494,000, Trustmark is pleased to offer the following financing proposal for this facility:

Interest Rate: 1.52% fixed

Terms: Principal and Interest shall be due and payable annually, commencing on June 1, 2021, and each year thereafter until paid.

Principal portion shall be paid annually as follows:

DATE	AMOUNT
June 1, 2021	\$93,000
June 1, 2022	\$96,000
June 1, 2023	\$99,000
June 1, 2024	\$101,000
June 1, 2025	\$105,000

The aforementioned quote will expire at midnight, June 19, 2020 unless funded prior to then by the City or extended by mutual agreement between Trustmark and the City.

People you trust.
Advice that works.

We hope the above information is to your satisfaction. If you have any questions, please call me at (601) 583-5299.

Sincerely,

A handwritten signature in black ink, appearing to read "Kenneth O. Wise, III", with a long horizontal flourish extending to the right.

Kenneth O. Wise, III
Vice President

OFFICIAL BID FORM

May 19, 2020

Mayor and City Council
City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

Ladies and Gentlemen:

We hereby offer to pay Four Hundred Ninety-Four Thousand Dollars (\$494,000) principal amount of a Taxable Negotiable Note, Series 2020, to be dated the date of delivery thereof (the "Note"), of the City of Hattiesburg, Mississippi (the "City"), as described in the Note Resolution of the City, adopted April 21, 2020, (the "Note Resolution") bearing interest at an interest rate of 1.52% for the principal maturing in installments as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>INTEREST RATE</u>
2021	\$ 93,000	<u>1.52</u> %
2022	96,000	<u>1.52</u> %
2023	99,000	<u>1.52</u> %
2024	101,000	<u>1.52</u> %
2025	105,000	<u>1.52</u> %

Based upon the interest rate specified above, we compute the gross interest cost¹ to the City to be \$ 22,967.20 and the average annual net interest rate from the date of the Note to maturity to be 1.51999 %.

If there is any discrepancy as between the actual interest cost computed upon the rate of interest above specified and the interest cost or average rate hereinabove set forth, the interest rate above specified and the actual interest cost or average interest rate computed upon said rate shall prevail.

Bids should be addressed to the Mayor and City Council of the City of Hattiesburg, % Kermas Eaton, City Clerk of the City of Hattiesburg, at his address of City Hall, 200 Forrest Street, Hattiesburg, Mississippi 39401, and should be plainly marked "Bid for Taxable Negotiable Note, Series 2020", and should be filed with the City Clerk, on or prior to 2:00 o'clock p.m. on May 19, 2020. The bid will be awarded at the meeting of the Mayor and City Council of the City to be held at 4:00 p.m. on May 19, 2020.

¹ For purposes of submitting this bid, please assume June 1, 2020 to be the dated date of the Note.

This bid is submitted subject to all the terms and conditions of said Note Resolution, which by reference is hereby made a part of this bid.

BIDDER: Trustmark National Bank

BY: 

TITLE: Vice President

ACCEPTANCE

The above bid is accepted by resolution of the Mayor and City Council of the City of Hattiesburg, Mississippi.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
City Clerk

(SEAL)

SECTION 2. The Mayor and City Clerk of the City are hereby authorized and directed to endorse upon a copy or duplicate of the aforesaid offer a suitable notation as evidence of the acceptance thereof, for and on behalf of the City.

SECTION 3. The Note, the form of which is attached hereto as **EXHIBIT C** and hereby approved, will be dated the date of delivery thereof, will be delivered in fully registered form in the denomination of Four Hundred Ninety Four Thousand Dollars (\$494,000); will be numbered R-1; shall bear interest from the date thereof at the rate of One and Fifty-Two One Hundredths Percent (1.52 %); will be payable, both as to principal and interest, in lawful money of the United States of America to the Paying Agent for said Note to be approved by the Mayor and City Clerk of the City; and will mature as to principal and interest installments due annually from the date of issuance thereof, commencing on the first anniversary of the date of the issuance of the Note and shall be payable annually on the anniversary date of the issuance thereof in the years and principal amounts as follows:

<u>YEAR</u>	<u>AMOUNT</u>
2021	\$93,000
2022	\$96,000
2023	\$99,000
2024	\$101,000
2025	\$105,000

The Note is subject to redemption prior to its stated date of maturity, at any time, at par, plus accrued interest to the date of redemption.

SECTION 4. All orders, resolutions or proceedings of the Governing Body in conflict with the provisions of this resolution shall be and are hereby repealed, rescinded and set aside, but only to the extent of such conflict.

SECTION 5. For cause, this resolution shall become effective immediately upon the adoption thereof.

The above and foregoing Resolution was seconded by Council Member _____, and upon a roll call vote, the result was as follows:

<u>YEAS</u>	<u>NAYS</u>	<u>ABSENT</u>
-------------	-------------	---------------

The President thereby declared the motion carried and the Resolution adopted, this 19th day of May 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

COUNCIL PRESIDENT

The above and forgoing Resolution, having been submitted to and approved by the Mayor, this the 19th day of May 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

PROOF OF PUBLICATION OF NOTICE OF NOTE SALE

EXHIBIT B
COPY OF BID(S)



Post Office Box 1071
Hattiesburg, MS 39401
(601) 544-8100 PHONE
(601) 583-5307 FAX
www.trustmark.com

May 19, 2020

Mayor Toby Barker and
City Council of the City of Hattiesburg, Mississippi
C/O Kermas Eaton, City Clerk, City Hall
200 Forrest Street
Hattiesburg, MS 39403

RE: \$494,000 General Obligation Note(s) contained in Resolution No. 2019-296, adopted and approved by the City Council of the City of Hattiesburg on October 22, 2019.

Dear Mayor Barker and the City Council:

Thank you for the opportunity to provide a General Obligation financing quote to the City of Hattiesburg. For the requested financing in an amount up to \$494,000, Trustmark is pleased to offer the following financing proposal for this facility:

Interest Rate: 1.52% fixed

Terms: Principal and Interest shall be due and payable annually, commencing on June 1, 2021, and each year thereafter until paid.

Principal portion shall be paid annually as follows:

DATE	AMOUNT
June 1, 2021	\$93,000
June 1, 2022	\$96,000
June 1, 2023	\$99,000
June 1, 2024	\$101,000
June 1, 2025	\$105,000

The aforementioned quote will expire at midnight, June 19, 2020 unless funded prior to then by the City or extended by mutual agreement between Trustmark and the City.

People you trust.
Advice that works.

We hope the above information is to your satisfaction. If you have any questions, please call me at (601) 583-5299.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kenneth O. Wise, III". The signature is written in dark ink and is positioned above the printed name.

Kenneth O. Wise, III
Vice President

OFFICIAL BID FORM

May 19, 2020

Mayor and City Council
City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

Ladies and Gentlemen:

We hereby offer to pay Four Hundred Ninety-Four Thousand Dollars (\$494,000) principal amount of a Taxable Negotiable Note, Series 2020, to be dated the date of delivery thereof (the "Note"), of the City of Hattiesburg, Mississippi (the "City"), as described in the Note Resolution of the City, adopted April 21, 2020, (the "Note Resolution") bearing interest at an interest rate of 1.52% for the principal maturing in installments as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>INTEREST RATE</u>
2021	\$ 93,000	<u>1.52 %</u>
2022	96,000	<u>1.52 %</u>
2023	99,000	<u>1.52 %</u>
2024	101,000	<u>1.52 %</u>
2025	105,000	<u>1.52 %</u>

Based upon the interest rate specified above, we compute the gross interest cost¹ to the City to be \$ 22,967.20 and the average annual net interest rate from the date of the Note to maturity to be 1.51999 %.

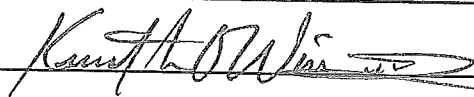
If there is any discrepancy as between the actual interest cost computed upon the rate of interest above specified and the interest cost or average rate hereinabove set forth, the interest rate above specified and the actual interest cost or average interest rate computed upon said rate shall prevail.

Bids should be addressed to the Mayor and City Council of the City of Hattiesburg, % Kermas Eaton, City Clerk of the City of Hattiesburg, at his address of City Hall, 200 Forrest Street, Hattiesburg, Mississippi 39401, and should be plainly marked "Bid for Taxable Negotiable Note, Series 2020", and should be filed with the City Clerk, on or prior to 2:00 o'clock p.m. on May 19, 2020. The bid will be awarded at the meeting of the Mayor and City Council of the City to be held at 4:00 p.m. on May 19, 2020.

¹ For purposes of submitting this bid, please assume June 1, 2020 to be the dated date of the Note.

This bid is submitted subject to all the terms and conditions of said Note Resolution, which by reference is hereby made a part of this bid.

BIDDER: Trustmark National Bank

BY: 

TITLE: Vice President

ACCEPTANCE

The above bid is accepted by resolution of the Mayor and City Council of the City of Hattiesburg, Mississippi.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
City Clerk

(SEAL)

OFFICIAL BID FORM

May 19, 2020

Mayor and City Council
City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

Ladies and Gentlemen:

We hereby offer to pay Four Hundred Ninety-Four Thousand Dollars (\$494,000) principal amount of a Taxable Negotiable Note, Series 2020, to be dated the date of delivery thereof (the "Note"), of the City of Hattiesburg, Mississippi (the "City"), as described in the Note Resolution of the City, adopted April 21, 2020, (the "Note Resolution") bearing interest at an interest rate of 1.99 % for the principal maturing in installments as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>INTEREST RATE</u>
2021	\$ 93,000	<u>1.99</u> %
2022	96,000	<u>1.99</u> %
2023	99,000	<u>1.99</u> %
2024	101,000	<u>1.99</u> %
2025	105,000	<u>1.99</u> %

Based upon the interest rate specified above, we compute the gross interest cost¹ to the City to be \$ 30,068.90 and the average annual net interest rate from the date of the Note to maturity to be 1.99 %.

If there is any discrepancy as between the actual interest cost computed upon the rate of interest above specified and the interest cost or average rate hereinabove set forth, the interest rate above specified and the actual interest cost or average interest rate computed upon said rate shall prevail.

Bids should be addressed to the Mayor and City Council of the City of Hattiesburg, % Kermas Eaton, City Clerk of the City of Hattiesburg, at his address of City Hall, 200 Forrest Street, Hattiesburg, Mississippi 39401, and should be plainly marked "Bid for Taxable Negotiable Note, Series 2020", and should be filed with the City Clerk, on or prior to 2:00 o'clock p.m. on May 19, 2020. The bid will be awarded at the meeting of the Mayor and City Council of the City to be held at 4:00 p.m. on May 19, 2020.

¹ For purposes of submitting this bid, please assume June 1, 2020 to be the dated date of the Note.

This bid is submitted subject to all the terms and conditions of said Note Resolution, which by reference is hereby made a part of this bid.

BIDDER: Regions Bank
BY: Jim Wilder
TITLE: Sr Vice President

ACCEPTANCE

The above bid is accepted by resolution of the Mayor and City Council of the City of Hattiesburg, Mississippi.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
City Clerk

(SEAL)

OFFICIAL BID FORM

May 19, 2020

Mayor and City Council
City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

Ladies and Gentlemen:

We hereby offer to pay Four Hundred Ninety-Four Thousand Dollars (\$494,000) principal amount of a Taxable Negotiable Note, Series 2020, to be dated the date of delivery thereof (the "Note"), of the City of Hattiesburg, Mississippi (the "City"), as described in the Note Resolution of the City, adopted April 21, 2020, (the "Note Resolution") bearing interest at an interest rate of 2.07 % for the principal maturing in installments as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>INTEREST RATE</u>
2021	\$ 93,000	<u>2.07</u> %
2022	96,000	<u>2.07</u> %
2023	99,000	<u>2.07</u> %
2024	101,000	<u>2.07</u> %
2025	105,000	<u>2.07</u> %

Based upon the interest rate specified above, we compute the gross interest cost¹ to the City to be \$ 31,723.96 and the average annual net interest rate from the date of the Note to maturity to be 2.07 %.

If there is any discrepancy as between the actual interest cost computed upon the rate of interest above specified and the interest cost or average rate hereinabove set forth, the interest rate above specified and the actual interest cost or average interest rate computed upon said rate shall prevail.

Bids should be addressed to the Mayor and City Council of the City of Hattiesburg, % Kermas Eaton, City Clerk of the City of Hattiesburg, at his address of City Hall, 200 Forrest Street, Hattiesburg, Mississippi 39401, and should be plainly marked "Bid for Taxable Negotiable Note, Series 2020", and should be filed with the City Clerk, on or prior to 2:00 o'clock p.m. on May 19, 2020. The bid will be awarded at the meeting of the Mayor and City Council of the City to be held at 4:00 p.m. on May 19, 2020.

¹ For purposes of submitting this bid, please assume June 1, 2020 to be the dated date of the Note.

This bid is submitted subject to all the terms and conditions of said Note Resolution, which by reference is hereby made a part of this bid.

BIDDER: BANK OF YAZOO
BY: Bm O'Leary
TITLE: COO

ACCEPTANCE

The above bid is accepted by resolution of the Mayor and City Council of the City of Hattiesburg, Mississippi.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
City Clerk

(SEAL)



000000000012345678006006012020

AMORTIZATION SCHEDULE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$494,000.00	06-01-2020	06-01-2025	12345678			***	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: HATTIESBURG

Lender:

Bank of Yazoo City
FLOWOOD BRANCH
1717 OLD FANNIN ROAD
FLOWOOD, MS 39232
(601) 992-9311

Disbursement Date: June 1, 2020 Interest Rate: 2.070			Repayment Schedule: Irregular Calculation Method: 365/360 U.S. Rule		
Payment Number	Payment Date	Payment Amount	Interest Paid	Principal Paid	Remaining Balance
1	06-01-2021	10,367.82	10,367.82	0.00	494,000.00
2	06-01-2021	93,000.00	0.00	93,000.00	401,000.00
2021 TOTALS:		103,367.82	10,367.82	93,000.00	
3	06-01-2022	8,415.99	8,415.99	0.00	401,000.00
4	06-01-2022	96,000.00	0.00	96,000.00	305,000.00
2022 TOTALS:		104,415.99	8,415.99	96,000.00	
5	06-01-2023	6,401.19	6,401.19	0.00	305,000.00
6	06-01-2023	99,000.00	0.00	99,000.00	206,000.00
2023 TOTALS:		105,401.19	6,401.19	99,000.00	
7	06-01-2024	4,335.27	4,335.27	0.00	206,000.00
8	06-01-2024	101,000.00	0.00	101,000.00	105,000.00
2024 TOTALS:		105,335.27	4,335.27	101,000.00	
9	06-01-2025	107,203.69	2,203.69	105,000.00	0.00
2025 TOTALS:		107,203.69	2,203.69	105,000.00	
TOTALS:		526,723.96	31,723.96	494,000.00	

NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.



OFFICIAL BID FORM

May 19, 2020

Mayor and City Council
City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

Ladies and Gentlemen:

BancorpSouth hereby offers to pay Four Hundred Ninety-Four Thousand Dollars (\$494,000) principal amount of a Taxable Negotiable Note, Series 2020, to be dated the date of delivery thereof (the "Note"), of the City of Hattiesburg, Mississippi (the "City"), as described in the Note Resolution of the City, adopted April 21, 2020, (the "Note Resolution") bearing interest at an interest rate of **3.49%** for the principal maturing in installments as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>INTEREST RATE</u>
2021	\$93,000	3.49%
2022	\$96,000	3.49%
2023	\$99,000	3.49%
2024	\$101,000	3.49%
2025	\$105,000	3.49%

Based upon the interest rate specified above, we compute the gross interest cost¹ to the City to be \$53,486.29 and the average annual net interest rate from the date of the Note to maturity to be 3.49%.

If there is any discrepancy as between the actual interest cost computed upon the rate of interest above specified and the interest cost or average rate hereinabove set forth, the interest rate above specified and the actual interest cost or average interest rate computed upon said rate shall prevail.

Bids should be addressed to the Mayor and City Council of the City of Hattiesburg, %o Kermas Eaton, City Clerk of the City of Hattiesburg, at his address of City Hall, 200 Forrest Street, Hattiesburg, Mississippi 39401, and should be plainly marked "Bid for Taxable Negotiable Note, Series 2020", and should be filed with the City Clerk, on or prior to 2:00 o'clock p.m. on May 19, 2020. The bid will be awarded at the meeting of the Mayor and City Council of the City to be held at 4:00 p.m. on May 19, 2020.

¹ For purposes of submitting this bid, please assume June 1, 2020 to be the dated date of the Note.

This bid is submitted subject to all the terms and conditions of said Note Resolution, which by reference is hereby made a part of this bid.

BIDDER: BancorpSouth

BY: _____

TITLE: First Vice President

ACCEPTANCE

The above bid is accepted by resolution of the Mayor and City Council of the City of Hattiesburg, Mississippi.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

(SEAL)

City Clerk

5281977

5.v1



OFFICIAL BID FORM

May 19, 2020

Mayor and City Council
City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

Ladies and Gentlemen:

We hereby offer to pay Four Hundred Ninety-Four Thousand Dollars (\$494,000) principal amount of a Taxable Negotiable Note, Series 2020, to be dated the date of delivery thereof (the "Note"), of the City of Hattiesburg, Mississippi (the "City"); as described in the Note Resolution of the City, adopted April 21, 2020, (the "Note Resolution") bearing interest at an interest rate of 2.74 % for the principal maturing in installments as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>INTEREST</u> <u>RATE</u>
2021	\$ 93,000	<u>2.74</u> %
2022	96,000	<u>2.74</u> %
2023	99,000	<u>2.74</u> %
2024	101,000	<u>2.74</u> %
2025	105,000	<u>2.74</u> %

Based upon the interest rate specified above, we compute the gross interest cost¹ to the City to be \$ 41,401.40 and the average annual net interest rate from the date of the Note to maturity to be 2.74% %.

If there is any discrepancy as between the actual interest cost computed upon the rate of interest above specified and the interest cost or average rate hereinabove set forth, the interest rate above specified and the actual interest cost or average interest rate computed upon said rate shall prevail.

Bids should be addressed to the Mayor and City Council of the City of Hattiesburg, % Kermas Eaton, City Clerk of the City of Hattiesburg, at his address of City Hall, 200 Forrest Street, Hattiesburg, Mississippi 39401, and should be plainly marked "Bid for Taxable Negotiable Note, Series 2020", and should be filed with the City Clerk, on or prior to 2:00 o'clock p.m. on May 19, 2020. The bid will be awarded at the meeting of the Mayor and City Council of the City to be held at 4:00 p.m. on May 19, 2020.

¹ For purposes of submitting this bid, please assume June 1, 2020 to be the dated date of the Note.

This bid is submitted subject to all the terms and conditions of said Note Resolution, which by reference is hereby made a part of this bid.

BIDDER: Community Bank of Mississippi

BY: J. Matthew Mayo

TITLE: Chief Lending Officer, Pine Belt Region

ACCEPTANCE

The above bid is accepted by resolution of the Mayor and City Council of the City of Hattiesburg, Mississippi.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

City Clerk

(SEAL)

EXHIBIT C
FORM OF THE NOTE

**UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
CITY OF HATTIESBURG
TAXABLE NEGOTIABLE NOTE
SERIES 2020**

NO. 1

\$494,000

RATE OF INTEREST

DATE OF ORIGINAL ISSUE

_____%

_____, 2020

REGISTERED OWNER: _____ **BANK**
_____, **MISSISSIPPI**

PRINCIPAL AMOUNT: FOUR HUNDRED NINETY-FOUR THOUSAND DOLLARS

The City of Hattiesburg, Mississippi (the "City"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, the sum of

FOUR HUNDRED NINETY-FOUR THOUSAND DOLLARS

with interest thereon from the date hereof at the rate of _____ Percent (___%) per annum. Interest on the unpaid balance of the Note shall be payable annually on the anniversary date of the date of issuance (each an "Interest Payment Date") until the principal thereof shall have been paid, and the Note shall mature in principal installments on the anniversary date of the date of issuance in each of the years as follows:

YEAR OF MATURITY
(_____)

PRINCIPAL
INSTALLMENTS

2021

\$ _____

2022

\$ _____

2023

\$ _____

2024

\$ _____

2025

\$ _____

Payments of principal and interest shall be payable by the City Clerk of the City of Hattiesburg, Mississippi, as paying agent (the "Paying Agent") for the Taxable Negotiable Note, Series 2020 of the City of Hattiesburg, Mississippi, dated _____, 2020 (the "Note"). Interest will be calculated using a 360-day year based on twelve 30-day months.

Payment of the principal amount of this Note shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by the City Clerk of the City of

Hattiesburg, Mississippi, or its successor, as transfer agent for the Note (the "Transfer Agent"), as of the 15th day preceding the maturity date hereof, with the payment of the final principal amount to be made upon presentation and surrender of the Note at the principal office of the Paying Agent.

The City further promises to pay interest on such principal amount from the date of this Note or from the most recent Interest Payment Date to which interest has been paid at the rate of interest per annum set forth above, on the anniversary date of the date of issuance, until said principal sum is paid, to the Registered Owner hereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the 15th day preceding the applicable Interest Payment Date.

Payments of principal of and interest on this Note shall be made by check or draft mailed on the Interest Payment Date to such Registered Owner at its address as it appears on such registration records. The Registered Owner hereof may change such address by written notice to the Transfer Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Transfer Agent, such notice to be received by the Transfer Agent not later than the 15th day preceding the applicable principal or Interest Payment Date.

This Note is the only Note issued in the aggregate authorized principal amount of FOUR HUNDRED NINETY-FOUR THOUSAND DOLLARS (\$494,000) to raise money for the purpose of providing funds for purchasing buildings and land to be used to house the vehicle maintenance operations of the City's Police Department, and for repairing, improving, adorning and equipping same; and for the purpose of refunding that certain promissory note dated August 13, 2019 previously issued by the City in connection with said buildings and land; and for other related purposes within the City.

This Note is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 17-21-51 *et seq.*, and Sections 31-15-1 *et seq.*, Mississippi Code of 1972, as amended, and by the further authority of proceedings duly had by the Mayor and City Council the City, including an intent/note resolution adopted April 21, 2020 (the "Note Resolution").

The Note will be subject to redemption prior to its stated date of maturity, in whole at any time, or in part on any interest payment date, at par, plus accrued interest to the date of redemption.

The Note is registered as to both principal and interest. The Note is to be issued or reissued in the denomination of \$100,000 or more.

This Note may be transferred or exchanged by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal office of the Transfer Agent, but only in the manner, subject to the limitations in the Note Resolution, and upon surrender and cancellation of this Note. Upon such transfer or exchange, a new Note of like aggregate principal amount in the authorized denomination will be issued.

The City and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner for receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

The Note is and will continue to be payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the note fund of the City created for the Note, as hereinafter defined, or has made other provisions for funds to be applied toward the payment of the principal of and interest on the Note during the ensuing fiscal year of the City, in accordance with the provisions of the Note Resolution.

This Note shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Note Resolution until the certificate of registration and authentication hereon shall have been signed by the Transfer Agent.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Note, in order to make the same a legal and binding general obligation of the City, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law. For the performance in apt time and manner of every official act herein required, and for the prompt payment of this Note, both principal and interest, the full faith and credit of the City are hereby irrevocably pledged.

IN WITNESS WHEREOF, the City has caused this Note to be executed in its name by the manual signature of the Mayor of the City, countersigned by the manual signature of the City Clerk of the City, under the seal of the City, which said signatures and seal said officials adopt as and for their own proper signatures and seal, as of the ____ day of _____, 2020.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
MAYOR

COUNTERSIGNED:

CITY CLERK

(SEAL)

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Note is the Note described in the within mentioned Note Resolution and is the Taxable Negotiable Note, Series 2020 of the City of Hattiesburg, Mississippi.

**CITY CLERK
CITY OF HATTIESBURG, MISSISSIPPI**

BY: _____
Authorized Officer

Date of Registration and Authentication: _____, 2020

REGISTRATION CERTIFICATE

**STATE OF MISSISSIPPI
COUNTY OF FORREST
CITY OF HATTIESBURG**

I, the undersigned City Clerk of the City of Hattiesburg, Mississippi, do hereby certify that the within Note has been duly registered by me as an obligation of said City pursuant to law in a record kept in my office for that purpose.

CITY CLERK

(SEAL)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Assignee)

the within Note and does hereby irrevocably constitute and appoint _____,
_____, Mississippi, as Transfer Agent to transfer the said Note on the records kept for
registration thereof with full power of substitution in the premises.

NOTICE: The signature to this Assignment must
correspond with the name of the Registered Owner
as it appears upon the face of the within Note in
every particular, without any alteration whatever.

Signatures guaranteed:

(Bank, Trust Company or Transfer Agent)

(Authorized Officer)

Date of Assignment: _____

Insert Social Security Number or Other
Tax Identification Number of Assignee: _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, May 19, 2020

Re: Adopt a Resolution approving the issuance of a Free Port Warehouse License to Wis-Pak Inc. and granting the appropriate exemption pursuant to Section 27-31-51, et. seq., of the Mississippi Code.

File Number: 2020-334
Minute Book #

Summary

Recommendation Statement

Please place this on the May 19, 2020 City Council meeting for consideration.

RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF HATTIESBURG, MISSISSIPPI, APPROVING THE
ISSUANCE OF A FREE PORT WAREHOUSE LICENSE
TO WIS-PAK INC AND GRANTING
AN APPROPRIATE TAX EXEMPTION PURSUANT TO
SECTION 27-31-51, ET. SEQ. OF THE
MISSISSIPPI CODE

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi, that the application of Wis-Pak a Fee Port Warehouse License is hereby approved, and upon being properly licensed by the Mississippi Department of Revenue as a Free Port Warehouse, the personal property of the applicant which shall be consigned or transferred to its licensed Free Port Warehouse for storage in transit to a final destination outside the State of Mississippi shall be exempt from all ad valorem taxes for a period of five (5) years commencing on January 1, 2020 through December 31 2024 provided said company maintains its valid Free Port Warehouse Privilege License and abides by all requirements of the State Tax Commission and other laws of the State of Mississippi pertaining hereto.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 19th day of May 2020.

(S E A L)

ADOPTED:

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

No. 76097
5/12/20

10.00

RECEIVED FROM WIS PAK INC.
TEN AND 00/100 ***** Dollars
Check - Number 392744 10.00

ACCOUNT OF FREE PORT WAREHOUSE LICENSE FOR WIS PAK
FILING FEE

FOR CREDIT OF: T/001 General Fund

Yjel Young

**APPLICATION
FREE PORT WAREHOUSE
LICENSE**

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

NAME OF WAREHOUSE Wis-Pak of Hattiesburg
PHYSICAL ADDRESS 2 WL Runnels Industrial Dr. Hattiesburg
TYPE OF PROPERTY SHIPPED Beverages TOTAL VALUE OF PROPERTY 2,193,454
PERCENTAGE OF PROPERTY SHIPMENTS WITHIN MISSISSIPPI 35%
LOCATION - COUNTY Forrest CITY Hattiesburg

The applicant request that the Board approve this application and grant the license by declaring that the above warehouse be exempt from all ad valorem taxation on personal property shipped out of state during the calendar year. The applicant is qualified to make application for exemption and has submitted the license fee. This information is true and correct as certified by the applicant. This application is submitted on the 20 day of March, 2020.

Lisa Cutsforth for Wis-Pak
Applicant (Name of Taxpayer)

By: Lisa Cutsforth

Title: Accounting Analyst

ATTEST:

**FREE PORT WAREHOUSE
REPORT OF INVENTORY**

JANUARY 1, 20 20

Name of Warehouse Wis-Pak of Hattiesburg

Location _____ City Hattiesburg County Forrest

Mailing Address 2 WL Runnels Industrial Dr.

1. Total value of personal property as of 1/1/2020. 2,193,454
2. Estimated percentage of personal property to be shipped within Mississippi. 35%
3. Amount of personal property to be assessed (Multiply Item 1 times Item 2). 767,709

This report is prepared and filed under the terms and provisions of Section 27-31-55, Mississippi Code of 1972, as amended. It is certified that the above information is true and correct. This report is submitted on the 26 day of March, 2020.

By Lisa Catforth

Title Accounting Analyst

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

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

Name of Warehouse Wis-Pak of Hattiesburg
Location _____ City Hattiesburg County Forrest
Mailing Address 2 WL Runnels Industrial Dr.

1. Total shipments of all personal property. 90,669,516
2. Total shipments within Mississippi. 31,605,529
3. Percentage of shipments within Mississippi. 35%
4. Amount of property subject to tax, 1/1/2019.
(# 3 x previous year Report of Inventory # 1) 1,040,048
5. Prior estimate (Previous Report of Inventory) 950,901
6. Personal property to be back assessed.
(# 4 less # 5) 89,147

This report is prepared and filed under the terms and provisions of Section 27-31-55, Mississippi Code of 1972, as amended. It is certified that the above information is true and correct. This report is submitted on the 20 day of March, 2020.

By Lisa Cutsforth
Title Accounting Analyst

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



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, May 19, 2020

Re: Adopt a Resolution authorizing Requisition No. 64 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: 2020-330
Minute Book #

Summary

Adopt a Resolution authorizing Requisition No. 64 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 May 19, 2020 City Council meeting for consideration.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE “CITY”) AUTHORIZING REQUISITION NO. 64 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. **64** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$80,640.50** 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. **64** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Eighty Thousand Six Hundred Forty and 50/100 dollars (\$80,640.50)** 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 **19th** day of **May, 2020**.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **19th** day of **May, 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

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. **64** 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. 64 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. **64** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$80,640.50** 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. **64** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Eighty Thousand Six Hundred Forty and 50/100 dollars (\$80,640.50)** 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. **64** in the total aggregate amount **Eighty Thousand Six Hundred Forty and 50/100 dollars (\$80,640.50)** as authorized herein, as more particularly described in Exhibit A.

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

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

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **19th** day of **May, 2020**.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **19th** day of **May, 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.: 64

DATE OF REQUISITION: 5/19/2020

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	Suncoast Infrastructure Inc. P O Box 397 1858 Hwy 49 South Florence, MS 39073	093695.7220.75	57,185.50	Pay Est No. 10	CIPP Project Period: 02/24/19 - 03/22/20 MB 2019-20
2	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.62	3,837.50	21422	Water Ph V Period: 03/22/20 - 04/25/20 MB 2011-4/89-110 SDW # 1273-W013
7	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.74	8,757.50	21423	Sewer Improvements Ph XII Period: 03/22/20 - 04/25/20 MB 2011-4/89-110 SDW #1273-S012
11	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.12	3,457.50	21424	North 40th & North 39th Ave Period: 03/22/20 - 04/25/20 MB 2012-1/34 SDW #11254

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
12	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.75	4,427.50	21266	CIPP Project Period: 03/22/20 - 04/25/20 MB 2011-4/89-110 SDW #11256
3	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.70	1,487.50	21398	Sewer Improvements Ph VIII - Camp St. Area Period: 03/22/20 - 04/25/20 MB 2011-4/89-110 SDW #1273-S010
8	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.13	1,487.50	21404	Katie Ave & Arledge St Infrastructure Period: 03/22/20 - 04/25/20 MB 2018-25 SDW #11258
			80,640.50		



Engineering Progress

April 30, 2020

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

Attn: Lamar Rutland, P.E.

**RE: CIPP Sewer Repair in Various Locations
City of Hattiesburg**

Dear Mr. Rutland:

Enclosed please find Pay Estimate No. 10 in the amount of \$57,185.50 for the above referenced project.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kyle D. Wallace'.

Kyle D. Wallace, P.E.
Project Engineer

/sm

cc: Suncoast Infrastructure, SDW files

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: S19015-10

To Customer:

CITY OF HATTIESBURG
P.O. BOX 1898
HATTIESBURG, MS 39403

Project:

S19015- CIPP Sewer Repair-Various
Locations, Hattiesburg, MS

Via Engineer:

Shows Dearman & Waits
301 Second Avenue
Hattiesburg, MS 39401

Application No. :

JB App #10

Period From:

2/24/2020

Period To:

3/22/2020

Distribution to :

☐

Owner

☐

Engineer

☐

Contractor

☐

☐

From Contractor:

Suncoast Infrastructure, Inc.
P.O. Box 397
1858 Hwy 49 South
Florence, MS 39073

Owner:

Hattiesburg (City of) MS
P.O. Box 1898
Hattiesburg, MS 39403

Application Date:

4/13/2020

External Contract No.

N/A

Contract Date:

1/11/2019

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum	\$3,559,581.00
2. Net Change By Change Order	\$196,295.25
3. Contract Sum To Date	\$3,755,876.25
4. Work Completed To Date	\$2,426,534.25
5. Stored Materials Inventory	\$0.00
6. Total Completed and Stored To Date	\$2,426,534.25
7. Retainage	
a. Maximum Retainage is in effect.	
b. Securities are furnished in lieu of Retainage.	\$90,000.00
c. Retainage on Work Completed to Date 2.50 %	\$60,663.36
d. Retainage on Stored Materials Inventory 0.00 %	\$0.00
e. Total Calculated Retainage	\$60,663.36
f. Total Retainage To Be Withheld	\$0.00
8. Total Earned Less Retainage	\$2,426,534.25
9. Less Previous Certificates For Payments	\$2,369,348.75
10. Current Payment Due	\$57,185.50
11. Balance to Finish, Plus Retainage.	\$1,329,342.00

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: Suncoast Infrastructure, Inc.

By:



Date:

4/13/2020

State of:

Mississippi

County of:

Rankin

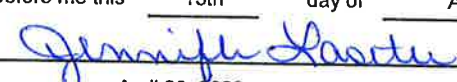
Subscribed and sworn to before me this

13th

day of

April 2020

Notary Public:



My Commission expires:

April 29, 2023



ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer'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 \$ 57,185.50

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

ENGINEER:

By:



Date:

4-30-2020

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.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$196,295.25	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$196,295.25	\$0.00
Net Changes By Change Order	\$196,295.25	

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Invoice # : S19015-10

Contract : S19015- CIPP Sewer Repair-Various Locations, Hattiesburg, MS

Application No. : JB App #10
Application Date : 04/13/20
Period From: 02/24/20
Period To: 03/22/20
External Contract No.:

CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
1-1	8" CIPP	LF	4,647.00	\$30.00	\$139,410.00	3,601.00	\$108,030.00	0.00	\$0.00	3,601.00	\$108,030.00	\$0.00	\$108,030.00	77.49%	\$31,380.00
1-2	10" CIPP	LF	200.00	\$31.00	\$6,200.00	314.00	\$9,734.00	0.00	\$0.00	314.00	\$9,734.00	\$0.00	\$9,734.00	157.00%	\$-3,534.00
1-3	CIPP Service Lateral	LF	2,420.00	\$152.00	\$367,840.00	1,831.00	\$278,312.00	71.00	\$10,792.00	1,902.00	\$289,104.00	\$0.00	\$289,104.00	78.60%	\$78,736.00
1-4	Remove and Replace Service Lateral	LF	810.00	\$40.00	\$32,400.00	1,023.60	\$40,944.00	0.00	\$0.00	1,023.60	\$40,944.00	\$0.00	\$40,944.00	126.37%	\$-8,544.00
1-5	Cleanout Assembly (As Detailed)	EA	33.00	\$420.00	\$13,860.00	117.00	\$49,140.00	0.00	\$0.00	117.00	\$49,140.00	\$0.00	\$49,140.00	354.55%	\$-35,280.00
1-6	Point Repair (8' - 30' Depth)	EA	3.00	\$14,660.00	\$43,980.00	3.00	\$43,980.00	0.00	\$0.00	3.00	\$43,980.00	\$0.00	\$43,980.00	100.00%	\$0.00
1-7	Manhole Rehabilitation	VF	271.00	\$235.00	\$63,685.00	162.00	\$38,070.00	0.00	\$0.00	162.00	\$38,070.00	\$0.00	\$38,070.00	59.78%	\$25,615.00
1-8	Concrete Road Repair	SY	183.00	\$78.00	\$14,274.00	184.40	\$14,383.20	0.00	\$0.00	184.40	\$14,383.20	\$0.00	\$14,383.20	100.77%	\$-109.20
1-9	Asphalt Road Repair	SY	549.00	\$82.00	\$45,018.00	293.30	\$24,050.60	0.00	\$0.00	293.30	\$24,050.60	\$0.00	\$24,050.60	53.42%	\$20,967.40
1-10	Maintenance of Traffic	LS	1.00	\$10,850.00	\$10,850.00	1.00	\$10,850.00	0.00	\$0.00	1.00	\$10,850.00	\$0.00	\$10,850.00	100.00%	\$0.00
1-11	Mobilization	LS	1.00	\$74,750.00	\$74,750.00	1.00	\$74,750.00	0.00	\$0.00	1.00	\$74,750.00	\$0.00	\$74,750.00	100.00%	\$0.00
1-12	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
1-13	Landscape Restoration	SF	4,050.00	\$0.60	\$2,430.00	1,250.00	\$750.00	0.00	\$0.00	1,250.00	\$750.00	\$0.00	\$750.00	30.86%	\$1,680.00
1-14	CCTV Service Lateral	LF	3,230.00	\$10.50	\$33,915.00	3,240.00	\$34,020.00	0.00	\$0.00	3,240.00	\$34,020.00	\$0.00	\$34,020.00	100.31%	\$-105.00
2-1	8" CIPP	LF	1,938.00	\$30.00	\$58,140.00	1,001.00	\$30,030.00	0.00	\$0.00	1,001.00	\$30,030.00	\$0.00	\$30,030.00	51.65%	\$28,110.00
2-2	10" CIPP	LF	726.00	\$31.00	\$22,506.00	530.00	\$16,430.00	0.00	\$0.00	530.00	\$16,430.00	\$0.00	\$16,430.00	73.00%	\$6,076.00
2-3	CIPP Service Lateral	LF	338.00	\$105.00	\$35,490.00	118.00	\$12,390.00	27.00	\$2,835.00	145.00	\$15,225.00	\$0.00	\$15,225.00	42.90%	\$20,265.00
2-4	Remove and Replace Service Lateral	LF	113.00	\$40.00	\$4,520.00	421.00	\$16,840.00	0.00	\$0.00	421.00	\$16,840.00	\$0.00	\$16,840.00	372.57%	\$-12,320.00
2-5	Cleanout Assembly (As Detailed)	EA	5.00	\$420.00	\$2,100.00	32.00	\$13,440.00	0.00	\$0.00	32.00	\$13,440.00	\$0.00	\$13,440.00	640.00%	\$-11,340.00
2-6	Point Repair (8' - 30' Depth)	EA	0.00	\$14,660.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
2-7	Protruding Tap to be removed (8' - 30' Depth)	EA	1.00	\$14,660.00	\$14,660.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$14,660.00
2-8	Manhole Rehabilitation	VF	90.80	\$235.00	\$21,338.00	84.60	\$19,881.00	0.00	\$0.00	84.60	\$19,881.00	\$0.00	\$19,881.00	93.17%	\$1,457.00
2-9	Concrete Road Repair	SY	77.00	\$78.00	\$6,006.00	2.00	\$156.00	0.00	\$0.00	2.00	\$156.00	\$0.00	\$156.00	2.60%	\$5,850.00
2-10	Asphalt Road Repair	SY	285.00	\$82.00	\$23,370.00	59.00	\$4,838.00	0.00	\$0.00	59.00	\$4,838.00	\$0.00	\$4,838.00	20.70%	\$18,532.00
2-11	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
2-12	Maintenance of Traffic	LS	1.00	\$10,850.00	\$10,850.00	0.75	\$8,137.50	0.00	\$0.00	0.75	\$8,137.50	\$0.00	\$8,137.50	75.00%	\$2,712.50
2-13	Mobilization	LS	1.00	\$14,200.00	\$14,200.00	0.75	\$10,650.00	0.00	\$0.00	0.75	\$10,650.00	\$0.00	\$10,650.00	75.00%	\$3,550.00
2-14	Landscape Restoration	SF	565.00	\$0.60	\$339.00	1,445.00	\$867.00	0.00	\$0.00	1,445.00	\$867.00	\$0.00	\$867.00	255.75%	\$-528.00
2-15	CCTV Service Lateral	LF	451.00	\$8.50	\$3,833.50	260.00	\$2,210.00	0.00	\$0.00	260.00	\$2,210.00	\$0.00	\$2,210.00	57.65%	\$1,623.50
3-1	8" CIPP	LF	1,832.00	\$30.00	\$54,960.00	1,833.00	\$54,990.00	0.00	\$0.00	1,833.00	\$54,990.00	\$0.00	\$54,990.00	100.05%	\$-30.00
3-2	CIPP Service Lateral	LF	1,090.00	\$152.00	\$165,680.00	504.00	\$76,608.00	0.00	\$0.00	504.00	\$76,608.00	\$0.00	\$76,608.00	46.24%	\$89,072.00

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #10
Application Date : 04/13/20
Period From: 02/24/20
Period To: 03/22/20

Invoice # : S19015-10

Contract : S19015- CIPP Sewer Repair-Various Locations, Hattiesburg, MS

External Contract No.:

CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
3-3	Remove and Replace Service Lateral	LF	363.00	\$40.00	\$14,520.00	409.00	\$16,360.00	0.00	\$0.00	409.00	\$16,360.00	\$0.00	\$16,360.00	112.67%	\$-1,840.00
3-4	Cleanout Assembly (As Detailed)	EA	15.00	\$420.00	\$6,300.00	40.00	\$16,800.00	0.00	\$0.00	40.00	\$16,800.00	\$0.00	\$16,800.00	266.67%	\$-10,500.00
3-5	Point Repair (8' - 30' Depth)	EA	0.00	\$14,660.00	\$0.00	5.00	\$73,300.00	0.00	\$0.00	5.00	\$73,300.00	\$0.00	\$73,300.00	0.00%	\$-73,300.00
3-6	Manhole Rehabilitation	VF	52.90	\$235.00	\$12,431.50	30.00	\$7,050.00	0.00	\$0.00	30.00	\$7,050.00	\$0.00	\$7,050.00	56.71%	\$5,381.50
3-7	Concrete Road Repair	SY	91.00	\$78.00	\$7,098.00	55.00	\$4,290.00	0.00	\$0.00	55.00	\$4,290.00	\$0.00	\$4,290.00	60.44%	\$2,808.00
3-8	Asphalt Road Repair	SY	274.00	\$82.00	\$22,468.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$22,468.00
3-9	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
3-10	Maintenance of Traffic	LS	1.00	\$14,300.00	\$14,300.00	0.75	\$10,725.00	0.00	\$0.00	0.75	\$10,725.00	\$0.00	\$10,725.00	75.00%	\$3,575.00
3-11	Mobilization	LS	1.00	\$14,200.00	\$14,200.00	0.75	\$10,650.00	0.00	\$0.00	0.75	\$10,650.00	\$0.00	\$10,650.00	75.00%	\$3,550.00
3-12	Landscape Restoration	SF	1,815.00	\$0.60	\$1,089.00	4,151.00	\$2,490.60	0.00	\$0.00	4,151.00	\$2,490.60	\$0.00	\$2,490.60	228.71%	\$-1,401.60
3-13	CCTV Service Lateral	LF	1,453.00	\$10.50	\$15,256.50	1,640.00	\$17,220.00	0.00	\$0.00	1,640.00	\$17,220.00	\$0.00	\$17,220.00	112.87%	\$-1,963.50
4-1	8" CIPP	LF	5,871.00	\$30.00	\$176,130.00	4,807.00	\$144,210.00	0.00	\$0.00	4,807.00	\$144,210.00	\$0.00	\$144,210.00	81.88%	\$31,920.00
4-2	12" CIPP	LF	2,225.00	\$32.00	\$71,200.00	2,038.00	\$65,216.00	0.00	\$0.00	2,038.00	\$65,216.00	\$0.00	\$65,216.00	91.60%	\$5,984.00
4-3	CIPP Service Lateral	LF	675.00	\$105.00	\$70,875.00	89.00	\$9,345.00	90.00	\$9,450.00	179.00	\$18,795.00	\$0.00	\$18,795.00	26.52%	\$52,080.00
4-4	Remove and Replace Service Lateral	LF	225.00	\$40.00	\$9,000.00	283.00	\$11,320.00	0.00	\$0.00	283.00	\$11,320.00	\$0.00	\$11,320.00	125.78%	\$-2,320.00
4-5	Cleanout Assembly (As Detailed)	EA	9.00	\$420.00	\$3,780.00	15.00	\$6,300.00	0.00	\$0.00	15.00	\$6,300.00	\$0.00	\$6,300.00	166.67%	\$-2,520.00
4-6	Point Repair (8' - 30' Depth)	EA	10.00	\$14,660.00	\$146,600.00	22.00	\$322,520.00	0.00	\$0.00	22.00	\$322,520.00	\$0.00	\$322,520.00	220.00%	\$-175,920.00
4-7	Manhole Rehabilitation	VF	307.00	\$235.00	\$72,145.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$72,145.00
4-8	Concrete Road Repair	SY	144.00	\$78.00	\$11,232.00	92.70	\$7,230.60	0.00	\$0.00	92.70	\$7,230.60	\$0.00	\$7,230.60	64.38%	\$4,001.40
4-9	Asphalt Road Repair	SY	485.00	\$82.00	\$39,770.00	117.40	\$9,626.80	0.00	\$0.00	117.40	\$9,626.80	\$0.00	\$9,626.80	24.21%	\$30,143.20
4-10	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
4-11	Maintenance of Traffic	LS	1.00	\$5,850.00	\$5,850.00	0.75	\$4,387.50	0.00	\$0.00	0.75	\$4,387.50	\$0.00	\$4,387.50	75.00%	\$1,462.50
4-12	Mobilization	LS	1.00	\$9,200.00	\$9,200.00	0.75	\$6,900.00	0.00	\$0.00	0.75	\$6,900.00	\$0.00	\$6,900.00	75.00%	\$2,300.00
4-13	Landscape Restoration	SF	1,125.00	\$0.60	\$675.00	2,105.00	\$1,263.00	0.00	\$0.00	2,105.00	\$1,263.00	\$0.00	\$1,263.00	187.11%	\$-588.00
4-14	CCTV Service Lateral	LF	900.00	\$8.00	\$7,200.00	787.00	\$6,296.00	0.00	\$0.00	787.00	\$6,296.00	\$0.00	\$6,296.00	87.44%	\$904.00
5-1	CIPP Service Lateral	LF	1,388.00	\$105.00	\$145,740.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$145,740.00
5-2	Remove and Replace Service Lateral	LF	463.00	\$40.00	\$18,520.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,520.00
5-3	Cleanout Assembly (As Detailed)	EA	19.00	\$420.00	\$7,980.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,980.00
5-4	Hardy St Road Repair	SY	815.00	\$195.00	\$158,925.00	99.00	\$19,305.00	0.00	\$0.00	99.00	\$19,305.00	\$0.00	\$19,305.00	12.15%	\$139,620.00
5-5	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
5-6	Maintenance of Traffic	LS	1.00	\$30,850.00	\$30,850.00	0.75	\$23,137.50	0.00	\$0.00	0.75	\$23,137.50	\$0.00	\$23,137.50	75.00%	\$7,712.50
5-7	Mobilization	LS	1.00	\$17,500.00	\$17,500.00	0.75	\$13,125.00	0.00	\$0.00	0.75	\$13,125.00	\$0.00	\$13,125.00	75.00%	\$4,375.00

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #10
Application Date : 04/13/20
Period From: 02/24/20
Period To: 03/22/20
External Contract No.:

Invoice # : S19015-10

Contract : S19015- CIPP Sewer Repair-Various Locations, Hattiesburg, MS

CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
5-8	Landscape Restoration	SF	2,315.00	\$0.60	\$1,389.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,389.00
5-9	CCTV Service Lateral	LF	1,851.00	\$8.50	\$15,733.50	1,084.00	\$9,214.00	0.00	\$0.00	1,084.00	\$9,214.00	\$0.00	\$9,214.00	58.56%	\$6,519.50
6-1	8" CIPP	LF	767.00	\$30.00	\$23,010.00	767.00	\$23,010.00	0.00	\$0.00	767.00	\$23,010.00	\$0.00	\$23,010.00	100.00%	\$0.00
6-2	12" CIPP	LF	198.00	\$32.00	\$6,336.00	198.00	\$6,336.00	0.00	\$0.00	198.00	\$6,336.00	\$0.00	\$6,336.00	100.00%	\$0.00
6-3	CIPP Service Lateral	LF	132.00	\$155.00	\$20,460.00	127.00	\$19,685.00	120.00	\$18,600.00	247.00	\$38,285.00	\$0.00	\$38,285.00	187.12%	\$-17,825.00
6-4	Remove and Replace Service Lateral	LF	44.00	\$40.00	\$1,760.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,760.00
6-5	Cleanout Assembly (As Detailed)	EA	2.00	\$420.00	\$840.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$840.00
6-6	Manhole Rehabilitation	VF	48.00	\$235.00	\$11,280.00	34.80	\$8,178.00	0.00	\$0.00	34.80	\$8,178.00	\$0.00	\$8,178.00	72.50%	\$3,102.00
6-7	Concrete Road Repair	SY	17.00	\$78.00	\$1,326.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,326.00
6-8	Asphalt Road Repair	SY	50.00	\$82.00	\$4,100.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,100.00
6-9	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$800.00
6-10	Maintenance of Traffic	LS	1.00	\$5,850.00	\$5,850.00	0.50	\$2,925.00	0.00	\$0.00	0.50	\$2,925.00	\$0.00	\$2,925.00	50.00%	\$2,925.00
6-11	Mobilization	LS	1.00	\$17,500.00	\$17,500.00	0.50	\$8,750.00	0.00	\$0.00	0.50	\$8,750.00	\$0.00	\$8,750.00	50.00%	\$8,750.00
6-12	Landscape Restoration	SF	220.00	\$0.60	\$132.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$132.00
6-13	CCTV Service Lateral	LF	176.00	\$10.50	\$1,848.00	146.00	\$1,533.00	27.00	\$283.50	173.00	\$1,816.50	\$0.00	\$1,816.50	98.30%	\$31.50
7-1	8" CIPP	LF	1,814.00	\$30.00	\$54,420.00	1,723.00	\$51,690.00	0.00	\$0.00	1,723.00	\$51,690.00	\$0.00	\$51,690.00	94.98%	\$2,730.00
7-2	10" CIPP	LF	1,926.00	\$31.00	\$59,706.00	2,203.00	\$68,293.00	0.00	\$0.00	2,203.00	\$68,293.00	\$0.00	\$68,293.00	114.38%	\$-8,587.00
7-3	CIPP Service Lateral	LF	770.00	\$105.00	\$80,850.00	378.00	\$39,690.00	145.00	\$15,225.00	523.00	\$54,915.00	\$0.00	\$54,915.00	67.92%	\$25,935.00
7-4	Remove and Replace Service Lateral	LF	257.00	\$40.00	\$10,280.00	159.00	\$6,360.00	0.00	\$0.00	159.00	\$6,360.00	\$0.00	\$6,360.00	61.87%	\$3,920.00
7-5	Cleanout Assembly (As Detailed)	EA	11.00	\$420.00	\$4,620.00	14.00	\$5,880.00	0.00	\$0.00	14.00	\$5,880.00	\$0.00	\$5,880.00	127.27%	\$-1,260.00
7-6	Manhole Rehabilitation	VF	207.00	\$235.00	\$48,645.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$48,645.00
7-7	Concrete Road Repair	SY	68.00	\$78.00	\$5,304.00	31.00	\$2,418.00	0.00	\$0.00	31.00	\$2,418.00	\$0.00	\$2,418.00	45.59%	\$2,886.00
7-8	Asphalt Road Repair	SY	203.00	\$82.00	\$16,646.00	133.80	\$10,971.60	0.00	\$0.00	133.80	\$10,971.60	\$0.00	\$10,971.60	65.91%	\$5,674.40
7-9	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
7-10	Maintenance of Traffic	LS	1.00	\$5,850.00	\$5,850.00	0.75	\$4,387.50	0.00	\$0.00	0.75	\$4,387.50	\$0.00	\$4,387.50	75.00%	\$1,462.50
7-11	Mobilization	LS	1.00	\$17,500.00	\$17,500.00	0.75	\$13,125.00	0.00	\$0.00	0.75	\$13,125.00	\$0.00	\$13,125.00	75.00%	\$4,375.00
7-12	Landscape Restoration	SF	1,285.00	\$0.60	\$771.00	105.00	\$63.00	0.00	\$0.00	105.00	\$63.00	\$0.00	\$63.00	8.17%	\$708.00
7-13	CCTV Service Lateral	LF	1,027.00	\$8.50	\$8,729.50	979.00	\$8,321.50	0.00	\$0.00	979.00	\$8,321.50	\$0.00	\$8,321.50	95.33%	\$408.00
AA1-1	10" CIPP (1A)	LF	1,158.00	\$31.00	\$35,898.00	385.00	\$11,935.00	0.00	\$0.00	385.00	\$11,935.00	\$0.00	\$11,935.00	33.25%	\$23,963.00
AA1-2	Manhole Rehabilitation (1A)	VF	35.00	\$235.00	\$8,225.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,225.00
AA1-3	8" CIPP (2A)	LF	0.00	\$30.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-4	Manhole Rehabilitation (2A)	VF	0.00	\$235.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #10
Application Date : 04/13/20
Period From: 02/24/20
Period To: 03/22/20

Invoice # : S19015-10

Contract : S19015- CIPP Sewer Repair-Various Locations, Hattiesburg, MS

External Contract No.:

CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
AA1-5	10" CIPP (3A)	LF	0.00	\$31.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-6	Manhole Rehabilitation (3A)	VF	0.00	\$235.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-7	8" CIPP (4A)	LF	0.00	\$30.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-8	Manhole Rehabilitation (4A)	VF	0.00	\$235.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-9	8" CIPP (5A)	LF	0.00	\$30.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-10	Manhole Rehabilitation (5A)	VF	0.00	\$235.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-11	8" CIPP (6A)	LF	1,660.00	\$30.00	\$49,800.00	1,952.00	\$58,560.00	0.00	\$0.00	1,952.00	\$58,560.00	\$0.00	\$58,560.00	117.59%	\$-8,760.00
AA1-12	Manhole Rehabilitation (6A)	VF	60.00	\$235.00	\$14,100.00	32.90	\$7,731.50	0.00	\$0.00	32.90	\$7,731.50	\$0.00	\$7,731.50	54.83%	\$6,368.50
AA1-13	18" CIPP (7A)	LF	848.00	\$95.00	\$80,560.00	850.00	\$80,750.00	0.00	\$0.00	850.00	\$80,750.00	\$0.00	\$80,750.00	100.24%	\$-190.00
AA1-14	Manhole Rehabilitation (7A)	VF	25.00	\$235.00	\$5,875.00	18.60	\$4,371.00	0.00	\$0.00	18.60	\$4,371.00	\$0.00	\$4,371.00	74.40%	\$1,504.00
AA1-15	Remove and Replace Service Lateral	LF	613.00	\$40.00	\$24,520.00	109.00	\$4,360.00	0.00	\$0.00	109.00	\$4,360.00	\$0.00	\$4,360.00	17.78%	\$20,160.00
AA1-16	CIPP Service Lateral	LF	1,837.00	\$105.00	\$192,885.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$192,885.00
AA1-17	Cleanout Assembly (As Detailed)	EA	25.00	\$420.00	\$10,500.00	9.00	\$3,780.00	0.00	\$0.00	9.00	\$3,780.00	\$0.00	\$3,780.00	36.00%	\$6,720.00
AA1-18	Point Repair (8' - 30' Depth)	EA	2.00	\$14,660.00	\$29,320.00	2.00	\$29,320.00	0.00	\$0.00	2.00	\$29,320.00	\$0.00	\$29,320.00	100.00%	\$0.00
AA1-19	Concrete Road Repair	SY	240.00	\$78.00	\$18,720.00	3.00	\$234.00	0.00	\$0.00	3.00	\$234.00	\$0.00	\$234.00	1.25%	\$18,486.00
AA1-20	Asphalt Road Repair	SY	1,500.00	\$82.00	\$123,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$123,000.00
AA1-21	Maintenance of Traffic	LS	1.00	\$5,600.00	\$5,600.00	0.75	\$4,200.00	0.00	\$0.00	0.75	\$4,200.00	\$0.00	\$4,200.00	75.00%	\$1,400.00
AA1-22	Mobilization	LS	1.00	\$14,200.00	\$14,200.00	0.75	\$10,650.00	0.00	\$0.00	0.75	\$10,650.00	\$0.00	\$10,650.00	75.00%	\$3,550.00
AA1-23	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00
AA1-24	Landscape Restoration	SF	3,065.00	\$0.60	\$1,839.00	394.00	\$236.40	0.00	\$0.00	394.00	\$236.40	\$0.00	\$236.40	12.85%	\$1,602.60
AA1-25	CCTV Service Lateral	LF	2,450.00	\$8.50	\$20,825.00	1,444.00	\$12,274.00	0.00	\$0.00	1,444.00	\$12,274.00	\$0.00	\$12,274.00	58.94%	\$8,551.00
1-15	48-in Precast Manhole (0'-6") (Site 1)	EA	1.00	\$5,900.00	\$5,900.00	1.00	\$5,900.00	0.00	\$0.00	1.00	\$5,900.00	\$0.00	\$5,900.00	100.00%	\$0.00
1-16	6-in CIPP (Site 1)	LF	858.00	\$34.00	\$29,172.00	866.00	\$29,444.00	0.00	\$0.00	866.00	\$29,444.00	\$0.00	\$29,444.00	100.93%	\$-272.00
1-17	External Reinstatement of Service (Site 1)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
2-16	External Reinstatement of Service (Site 2)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
3-13A	External Reinstatement of Service (Site 3)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
4-15	48-in Precast Manhole (6'-8") (Site 4)	EA	1.00	\$7,304.00	\$7,304.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,304.00
4-16	10-in CIPP (Site 4)	LF	114.00	\$31.00	\$3,534.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,534.00
4-17	15-in CIPP (Site 4)	LF	31.00	\$87.00	\$2,697.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,697.00
4-18	External Reinstatement of Service (Site 4)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #10
Application Date : 04/13/20
Period From: 02/24/20
Period To: 03/22/20

Invoice # : S19015-10

Contract : S19015- CIPP Sewer Repair-Various Locations, Hattiesburg, MS

External Contract No.:

CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
5-10	Manhole Rehabilitation (Site 5)	VF	0.00	\$235.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
5-11	External Reinstatement of Service (Site 5)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
7-14	Point Repair (8-ft ÷ 30-ft Depth) (Site 7)	EA	5.00	\$14,660.00	\$73,300.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$73,300.00
7-15	External Reinstatement of Service (Site 7)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-26	Point Repair (8-ft ÷ 30-ft Depth) (Site 1A)	EA	2.00	\$14,660.00	\$29,320.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$29,320.00
AA1-27	External Reinstatement of Service (Site 1A)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-28	CCTV Mains (Site 2A)	LF	841.30	\$3.35	\$2,818.36	992.50	\$3,324.88	0.00	\$0.00	992.50	\$3,324.88	\$0.00	\$3,324.88	117.97%	\$-506.52
AA1-29	CCTV Mains (Site 3A)	LF	238.20	\$3.35	\$797.97	238.20	\$797.97	0.00	\$0.00	238.20	\$797.97	\$0.00	\$797.97	100.00%	\$0.00
AA1-30	CCTV Mains (Site 4A)	LF	415.60	\$3.35	\$1,392.26	436.40	\$1,461.94	0.00	\$0.00	436.40	\$1,461.94	\$0.00	\$1,461.94	105.00%	\$-69.68
AA1-31	CCTV Mains (Site 5A)	LF	429.30	\$3.35	\$1,438.16	429.30	\$1,438.16	0.00	\$0.00	429.30	\$1,438.16	\$0.00	\$1,438.16	100.00%	\$0.00
AA1-32	External Reinstatement of Service (Site 6A)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
AA1-33	External Reinstatement of Service (Site 7A)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
8-1	30-in CIPP	LF	245.00	\$320.00	\$78,400.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$78,400.00
8-2	Clean and CCTV 30-in	LF	245.00	\$18.00	\$4,410.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,410.00
8-3	Bypass (RR)	LS	1.00	\$20,100.00	\$20,100.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,100.00
8-4	Railroad Permit	LS	1.00	\$22,000.00	\$22,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$22,000.00
8-5	Mobilization (RR)	LS	1.00	\$8,700.00	\$8,700.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,700.00
Grand Totals					\$3,755,876.25		\$2,369,348.75		\$57,185.50		\$2,426,534.25	\$0.00	\$2,426,534.25	64.61%	\$1,329,342.00



CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

April 30, 2020
Project No: 1273-W013.001
Invoice No: 21422

Project Manager Kyle Wallace

Project 1273-W013.001

COMSWIP Water Phase V - I59 Crossing - Construction Phase

Professional Services from March 22, 2020 to April 25, 2020

Phase CM Construction Management

Professional Personnel

	Hours	Rate	Amount
CADD TECHNICIAN I			
Simmons, Skyler	9.00	90.00	810.00
Sullivan, Richard	5.50	105.00	577.50
FIELD CREW "B"			
Crew01, Field	12.50	175.00	2,187.50
PROJECT ENGINEER			
Wallace, Kyle	1.50	175.00	262.50
Totals	28.50		3,837.50
Total Labor			

3,837.50

Total this Phase \$3,837.50

Total this Invoice \$3,837.50

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com



CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

April 30, 2020
Project No: 1273-S012
Invoice No: 21423

Project Manager Kyle Wallace

Project 1273-S012

COMSWIP Sewer Improv. Phase XII - J Ed Turner & Forrest Ave.

Professional Services from March 22, 2020 to April 25, 2020

Phase CM Construction Management

Professional Personnel

	Hours	Rate	Amount
RESIDENT PROJECT REPRESENTATIVE			
Tingle, William	71.00	95.00	6,745.00
PROJECT ENGINEER			
Wallace, Kyle	11.50	175.00	2,012.50
Totals	82.50		8,757.50
Total Labor			8,757.50
Total this Phase			\$8,757.50
Total this Invoice			\$8,757.50

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.



CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

April 30, 2020
Project No: 11254
Invoice No: 21424

Project Manager Kyle Wallace

Project 11254

Infrastructure Improvements on N 40th & N 39th Avenues

Professional Services from March 22, 2020 to April 25, 2020

Professional Personnel

	Hours	Rate	Amount
RESIDENT PROJECT REPRESENTATIVE			
Phillips, Michael	12.00	85.00	1,020.00
FIELD CREW "B"			
Crew01, Field	8.50	175.00	1,487.50
RESIDENT PROJECT REPRESENTATIVE			
Phillips, Michael	5.00	85.00	425.00
PROJECT ENGINEER			
Wallace, Kyle	3.00	175.00	525.00
Totals	28.50		3,457.50
Total Labor			
			3,457.50
		Total this Invoice	\$3,457.50

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.



CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

April 30, 2020
Project No: 11256
Invoice No: 21425

Project Manager Kyle Wallace

Project 11256

CIPP Sewer in Various Locations

Professional Services from March 22, 2020 to April 25, 2020

Phase CM Construction Phase Services

Professional Personnel

	Hours	Rate	Amount
CADD TECHNICIAN I			
Sullivan, Richard	.50	105.00	52.50
PROJECT ENGINEER			
Wallace, Kyle	18.50	175.00	3,237.50
Weeks, John	6.50	175.00	1,137.50
Totals	25.50		4,427.50
Total Labor			

4,427.50

Total this Phase \$4,427.50

Total this Invoice \$4,427.50

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.



CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

April 30, 2020
Project No: 1273-S010
Invoice No: 21398

Project Manager John Weeks
Project 1273-S010 ComSWIP Sewer Phase VIII - Camp St. Area

Professional Services from March 22, 2020 to April 25, 2020

Phase CM Construction Phase Services

Professional Personnel

	Hours	Rate	Amount
PROJECT ENGINEER			
Weeks, John	8.50	175.00	1,487.50
Totals	8.50		1,487.50
Total Labor			1,487.50
		Total this Phase	\$1,487.50
		Total this Invoice	\$1,487.50

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.



CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

April 30, 2020
Project No: 11258
Invoice No: 21404

Project Manager Shea McNease

Project 11258 Infrastructure Improvements on Katie Ave & Arledge St

Professional Services from March 22, 2020 to April 25, 2020

Phase CM Construction Management

Professional Personnel

	Hours	Rate	Amount
PROJECT ENGINEER			
McNease, Shea	8.50	175.00	1,487.50
Totals	8.50		1,487.50
Total Labor			1,487.50
		Total this Phase	\$1,487.50
		Total this Invoice	\$1,487.50

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

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

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

CITY OF HATTIESBURG, MISSISSIPPI

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

As Approved by:

Regions Commercial Equipment Finance, LLC
As Purchaser

Authorized Officer



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, May 19, 2020

Re: Approve Supplemental Agreement No. 1 to the contract with Shows, Dearman and Waits, Inc. for Engineering Services on the Infrastructure Improvements Along Lamar Boulevard Project approved at MB 2017-164; Authorize Mayor to execute in duplicate.
File Number: 2020-323
Minute Book #

Summary

Approve Supplemental Agreement No. 1 to the contract with Shows, Dearman and Waits, Inc. for Engineering Services on the Infrastructure Improvements Along Lamar Boulevard Project approved at MB 2017-164; Authorize Mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the May 19, 2020 City Council meeting for consideration.

*2nd Meeting in
May*



Engineering Progress

March 19, 2020

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

Attn: Lamar Rutland, P.E.

RE: Supplemental Agreement for Engineering Services
Infrastructure Improvements along Lamar Boulevard
City of Hattiesburg, MS

Dear Lamar:

Please find the attached Exhibit K for the Agreement Between Owner and Engineer for the above referenced project. As you are aware, the scope of the roadway rehabilitation portion of the project has changed since the conceptual phase. The following is a synopsis of those changes:

The original Agreement between the City of Hattiesburg and SDW, Inc. was enacted on May 17, 2017. The project scope consisted of the design engineering for roadway, sewer and water improvements to be included in one set of infrastructure improvement plans and specifications. Since that time, the scope has been divided into three (3) individual projects comprised of each type of required improvement.

The original roadway project was for base stabilization, paving and minor drainage improvements along the existing roadway. Upon further investigation, drainage along the roadway was found to be wholly inadequate. The design scope then changed to include providing adequate drainage along and across the roadway. The design of this scope revealed that right-of-way and environmental permits would need to be acquired in order to construct the required drainage structures. This led to SDW, Inc. providing the necessary documents and surveys to acquire the required right-of-way and environmental permits for these improvements. Also, during this process, the City of Hattiesburg pursued an EDA Grant from the U.S. Department of Commerce. These efforts were successful; but has added responsibilities to the scope in regards to the management of and reporting on the design process.

Recently, the City of Hattiesburg requested that an alternate design added to the project. The alternate would replace the current three-laned roadway section with a two-laned boulevard section. These design elements are currently being incorporated into the project design and do not appear to significantly increase the cost over the construction of the three-laned section. The boulevard design requires an increase to the design engineering scope for the project.

With all the aforementioned considerations, the projected cost of the roadway portion of the project has increased approximately \$800K from the conceptual opinion of probable cost and requires that an alternate design be provided. Based on these changes, SDW, Inc. respectfully submits the attached Exhibit K for your review and approval.

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

Sincerely,



Shea E. McNease, P.E.
Project Engineer

Enclosures

This is EXHIBIT K, consisting of [2] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [May 17, 2017].

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. 1

The Effective Date of this Amendment is: 4/7/2020.

Background Data

Effective Date of Owner-Engineer Agreement: 5/17/2017

Owner: City of Hattiesburg, MS

Engineer: Shows, Dearman & Waits, Incorporated

Project: Infrastructure Improvements Along Lamar Boulevard

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- ☒ Additional Services to be performed by Engineer
- ☒ Modifications to services of Engineer
- ☒ Modifications to responsibilities of Owner
- ☒ Modifications of payment to Engineer
- ☐ Modifications to time(s) for rendering services

Description of Modifications:

Due to discoveries made during the Preliminary Engineering phase, the owner has decided to increase the scope of the project to rehabilitate Lamar Boulevard. These changes include addition of the design of adequate roadway drainage along and underneath Lamar Boulevard. Also, to be included is an alternate typical section design for a boulevard section in addition to the original three-laned roadway section. The change in scope has increased the design requirements to include additional surveying services, the design of a subsurface drainage system for the roadway, environmental permitting for the project and the production of documents for the acquisition of easements and/or additional right-of-way. The Owner will also utilize funding from the Economic Development Administration, which will require the production of engineering related documents and reports that were not considered in the original scope.

Agreement Summary:

Original agreement amount:	\$ 161,928.00
Net change for prior amendments:	\$ 0.00
This amendment amount:	
Additional Roadway Design	\$ 48,162.00
Right-of Way Surveys and Plats	\$ 12,800.00
Environmental Permitting	\$ 10,000.00
EDA Grant Services	\$ 24,628.00
Adjusted Agreement amount:	\$ 257,518.00

Change in time for services (days or date, as applicable): N/A

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

City of Hattiesburg, MS

Shows, Dearman & Waits, Incorporated

By:

By:

Print

Print

name: Toby Barker

name: Shea McNease, P.E.

Title: Mayor

Title: President

Date Signed:

Date Signed:



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, May 19, 2020

Re: Approve lighting agreement with Mississippi Power for additional lighting at 220/223 Dossett Avenue for a monthly increase of \$19.83; Authorize Mayor to execute.
File Number: 2020-319
Minute Book #

Summary

Approve lighting agreement with Mississippi Power for additional lighting at 220/223 Dossett Avenue for a monthly increase of \$19.83; Authorize Mayor to execute.

Recommendation Statement

I recommend approval of this item.

Please place this on the May 19, 2020 City Council meeting for consideration.

DATE: 4/14/20

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

DEVELOPER NAME _____ ACCOUNT # _____

DEVELOPER SIGNATURE _____ DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plat for development.

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

Gulfport, MS 39502 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	_____	<u>Monthly increase to add 1 light and 1 pole \$19.83</u>
150 WATT HPS	_____	_____
250 WATT HPS	_____	_____
400 WATT HPS	_____	_____
1000 WATT HPS	_____	_____
350 WATT MH	_____	_____
LED FIXTURES		
90 WATT LED	<u>Install - 1</u>	<u>\$12.33 220/223 Dossett Ave</u>
110 WATT LED	_____	_____
190 WATT LED	_____	_____
280 WATT LED	_____	_____
OTHER FIXTURES		
<u>35 ft Pole</u>	<u>Install 1</u>	<u>\$7.50</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: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, May 19, 2020

Re: Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {Entitlement CDBG/HOME}
File Number: 2020-325
Minute Book #

Summary

Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {Entitlement CDBG/HOME}

Recommendation Statement

I recommend issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum

Please place this on the May 19, 2020 City Council meeting for consideration.

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard, Director
Department of Urban Development

DATE: May 11, 2020

SUBJECT: Authorize issuance of manual checks for CDBG Program claims

The following request for payment is being submitted for approval during the City Council's May 19, 2020 meeting. Please authorize and approve issuance of manual checks for the claims listed below:

Recipient: Breakthrough Community Services
Activity: Housing Rehabilitation
Program: CDBG
Project Site: 104 Donald Street
Amount Requested: \$2,500.00
Purpose of Request: CHDO Project - Asbestos/lead testing

Recipient: Hollimon Construction
Activity: Housing Rehabilitation
Program: CDBG
Project Site: 735 Longstreet Drive
Amount Requested: \$10,000.00
Purpose of Request: Substantial Rehab

Recipient: LuMar Development
Activity: Housing Rehabilitation
Program: CDBG
Project Site: 207 W 5th Street
Amount Requested: \$8,000.00
Purpose of Request: Substantial Rehab

Recipient: Breakthrough Community Services
Activity: Housing Rehabilitation
Program: CDBG
Project Site: 104 Donald Street
Amount Requested: \$3,000.00
Purpose of Request: CHDO Project



General Contractors | Commercial & Residential
P.O. Box 143 | Hattiesburg, MS 39403
Email: CBourn@LMarDevelopment.com

Cedrick Bourn - 601-543-8810

INVOICE

Date 5/11/2020 Submitted To City of Hattiesburg
Address PO Box 1898
City Hattiesburg State MS Zip
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. Owner to carry fire, bonded and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature X _____ Date _____

THE TOPONE, hereby to furnish material and labor complete in accordance with above specifications, for the sum of:

Apparent 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

Date of Acceptance

Signature **X**

NOTE: This Proposal may be withdrawn by us if not accepted within ____ Days

05-11-20A10:52 RCVD

Hollimon Construction

Curtis Hollimon
145 Hinton Drive
Hattiesburg, MS 39401
601.270.3164

Brenda Booth
735 Long Street
Hattiesburg, MS 39401

- Paint interior of house
- Install light fixtures

Material & Labor: \$10,000.00

5/15/20

Curtis Hollimon



"Breaking the Shackles of Poverty through Services"

INVOICE

REIMBURSEMENT

Breakthrough Community Services, Inc.

1313 Country Club Road

Hattiesburg, MS 39401

P 601-582-3475

F 601-582-0149

BILL TO:

City of Hattiesburg

Department of Federal & State Programs

P. O. Box 1898, Hattiesburg, MS 39401

Phone: 601.545.4558

Project	Property Address	Invoice	Date
Rental Rehab	104 DonaldSt	01	April 28, 2020

Quantity	Description	Unit Price	Total
1	Draw Request #1 Interior Bathroom Repair	1	\$3,000.00
			\$3,000.00

Make all checks payable to **Breakthrough Community Services, Inc.**

THANK YOU FOR YOUR BUSINESS!

4/21/2020 10:12 AM

165 HAS 00152 ON 04/01/2020 15:40
DOA/GAR . 7
\$63,000.00
Cashier Check

9
CHECK HERE - YES
MONTHLY OR QUARTERLY DEPOSIT DATE

Amount: -3000.00
Description: CASHED CHECK #1003
Check Number: 1003
Posted Date: 4/1/2020
Transaction Type: History



"Breaking the Shackles of Poverty through Services"

Breakthrough Community Services, Inc.

1313 Country Club Road

Hattiesburg, MS 39401

P 601-582-3475

F 601-582-0149

INVOICE

REIMBURSEMENT

BILL TO:

City of Hattiesburg

Department of Federal & State Programs

P. O. Box 1898, Hattiesburg, MS 39401

Phone: 601.545.4558

Project	Property Address	Invoice	Date
Rental Rehab	104 DonaldSt	01	April 28, 2020

Quantity	Description	Unit Price	Total
1	Asbestos/lead Testing for Rehab Project of 104 Donald Street Hattiesburg, MS 39401	1	\$2,500.00
			\$2,500.00

Make all checks payable to **Breakthrough Community Services, Inc.**

THANK YOU FOR YOUR BUSINESS!

4/21/2020 10:11 AM

FREE BUS CHECKING

4800588434

BREAKTHROUGH COMMUNITY SERVICES
HOME REHABILITATION FUNDS
TAX ID #01-167942
1311 COUNTRY CLUB ROAD
HATTIESBURG, MISSISSIPPI 39401

Trustmark
Financial Bank

06-37/003

1002

NUMBER

1002

DATE

03/05/2020

AMOUNT

2,500.00

PAY TO THE ORDER OF

TWO THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS

Advanced Environmental Consultants, Inc
P O Box 16847
Jackson MS 39236-6847

For asbestos and lead inspections 104 Donald St

100 100 21 40653002791 14800588434

20200304200314004882 05 1447

Regions Bank >082000019<

20200304200314004692 05 1447
Regions Bank >082000019<

Deposit only

Amount: -2500.00

Description: CHECK #1002

Check Number: 1002

Posted Date: 3/5/2020

Transaction Type: History

Advanced Environmental Consultants, Inc.

Invoice

Phone: (601) 362-1788

Fax: (601) 362-3967

775 North President Street, Jackson, MS 39202

Date	Invoice #
3/13/2020	2682

Bill To
Breakthrough Community Services, Inc 1313 Country Club Road Hattiesburg, MS 39401

PAID
03/13/2020

Ship To
Breakthrough Community Services, Inc. 1313 Country Club Road Hattiesburg, MS 39401 USA

P.O. Number		Terms	Rep	Ship	Via	F.O.B.	Project	
AEC 115.19		Due on receipt	dgk	3/13/2020	Electronic	Electronic	Environmental Services	
Quantity	Item Code	Description				Price Each	Amount	
1	4	Asbestos Inspection- Residence located at 104 Donald Street, Hattiesburg, MS 39401 Lead Based Paint Inspection - Residence located at 104 Donald Street, Hattiesburg, MS 39401				1,250.00	1,250.00	
1	5					1,250.00	1,250.00	
Thank you for your business.						Total	\$2,500.00	

RECEIVED
RD 4/28/2020



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, May 19, 2020

Re: Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-037D-14-128-00 (PPIN 22074) for the Hall Avenue Overpass Project; Acknowledge receipt of Appraisal Report; Determine the appraisal valuation of \$620.00 to be Just Compensation for the aforementioned portion of the parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$620.00; Authorize Mayor to execute any and all documents required to complete the transaction.
File Number: 2020-320
Minute Book #

Summary

Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-037D-14-128-00 (PPIN 22074) for the Hall Avenue Overpass Project; Acknowledge receipt of Appraisal Report; Determine the appraisal valuation of \$620.00 to be Just Compensation for the aforementioned portion of the parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$620.00; 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 May 19, 2020 City Council meeting for consideration.

APPRAISAL OF PROPERTY AT

HALL AVENUE

PIN # 022074

HATTIESBURG, MS

LIGHTSEY & ASSOCIATES

P.O. Box 15489
Hattiesburg, MS 39404
(601) 584-6260

April 9, 2020

Mr. Lamar Rutland
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

RE: Appraisal of property at Hall Avenue,
Hattiesburg, MS

Dear Mr. Rutland:

In accordance with the your request, I have made an inspection and investigation of the property located on Hall Avenue, Hattiesburg, Mississippi, for the purpose of forming an opinion of the Market Value, in fee simple, as of April 8, 2020, the effective date of the appraisal being the date the subject property was last inspected. The value opinion is both before and after the taking of a 768 square foot parcel (.02 acre) in conjunction with the Hall Avenue railroad overpass by the City of Hattiesburg and noting damages to the remainder, if any.

Market Value is defined as the most probable price in cash, terms equivalent to cash, or in other precisely revealed terms, for which the property will sell in an open and 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.

NEIGHBORHOOD DESCRIPTION

The subject area lies to the southeast of downtown Hattiesburg and is located east of Williams Street and the Canadian National Railway right of way. The general area contains a wide age range of properties that range from commercial/retail uses to single-family dwellings and multi-family dwellings. The subject is in relative close proximity to public schools, shopping and employment centers, and medical facilities. The new Hattiesburg Law Enforcement Complex is under construction on Hall Avenue at the southern end of Bay Street. The majority of properties in the area are in excess of fifty years old.

SITE DESCRIPTION

The subject site is located on the southerly side of Hall Avenue at the southeasterly corner of Hall Avenue and Lincoln Street. It has a frontage of 80 feet on Hall Avenue and extends to a depth of 50 feet along Sullivan Street. The site is rectangular in shape and contains approximately 4,000 square feet. The site is at or above street grade, and appears to have adequate utility for use a single unit dwelling site. The property does appear to lie in a designated flood area, though this is subject to certification by a professional engineer or surveyor. All public utilities area connected or available to the site. A survey and plat map are included in the addenda of this report in order to assist the reader in visualizing the property. There were no adverse soil or subsoil conditions observed; however, no soil tests have been made as a part of this report. The property is zoned R-1C, Single Unit Residential, by the zoning authorities of the City of Hattiesburg. The City of Hattiesburg intends to take a 768 square foot rectangularly shaped parcel along Hall Avenue. Following the taking, the subject site will be effectively reduced in size to 3,232 square feet. Access and utility will remain essentially the same as in the before condition.

IMPROVEMENTS DESCRIPTIONS

There are no known improvements on the subject property.

PROPERTY HISTORY

The subject property appears to have been under the present ownership for in excess of three years. The subject property is not known to be listed for sale nor under contract.

TAXES

The total taxes for the subject property for 2019 are \$30.99. The total true value (tax value) of the property is \$1,130.00 with an assessed value of \$170.00.

HIGHEST AND BEST USE

In order to estimate the Highest and Best Use of the subject, the surrounding property uses as well as the four tests of Highest and Best Use were considered. These are 1)physically possible, 2)legally permissible, 3)financially feasible, and 4)maximally productive. After considering these factors, the Highest and Best Use of the site as vacant is estimated to be for a single unit house site, in both the before and after conditions.

INTENDED USE AND SCOPE OF THE APPRAISAL

This appraisal is intended to assist the client, Mr. Lamar Rutland of the City of Hattiesburg, in forming an opinion of value of the subject property both before and after the taking of a 1,049 square foot parcel by the City for road widening. In preparing this appraisal, the appraiser inspected the subject site; gathered information on comparable land sales and listings, confirmed and analyzed the data and applied the Sales Comparison Approach to value. As only the land was considered in this appraisal, this was the only approach deemed applicable to the subject's valuation.

APPRAISAL PROCESS

In good appraisal practice, three approaches to value are normally used to arrive at a value conclusion for a given property. These approaches are the Sales Comparison Approach, the Cost Approach, and the Income Approach. The Sales Comparison Approach is based on deriving a value indication by comparing properties that have been sold recently to the subject property and adjusting the sales price of the comparables for any basic differences. The Income Approach considers the present value of the future benefits of income and ownership. To estimate the income potential of the subject, comparable rents are obtained and reconciled to the subject, then a deduction is made for anticipated expenses. The resulting net income is then capitalized into value using a rate supported by market data. The Cost Approach provides a value indicator based on the cost to reproduce the improvements less any observed depreciation. The value estimate of the land developed through the Sales Comparison Approach is then added to the depreciated value estimate of the Improvements. As noted above, the appraiser has utilized the Sales Comparison Approach only as the land only is considered in this appraisal report.

LAND SALES

The following vacant land sales were utilized to arrive at opinion of value for the subject site.

LAND SALE NO. 1

Location: Walnut Street, Hattiesburg
Date: 04/07/2016
Price: \$20,000
Size: 18,270 sq ft
Price/SF: \$1.09
Zoning: R-1A, Single Unit Residential
Confirmation: MLS # 103560/Re/Max Real Estate
Comments: Located just south of Southern Avenue on Walnut Street.
Generally level vacant site.

LAND SALE NO. 2

Location: North 24th Avenue., Hattiesburg
Date: 04/07/2017
Price: \$22,000
Size: 36,940 sq ft
Price/SF: \$.60
Zoning: R-1B, Single Unit Residential
Confirmation: MLS # 107417/Coldwell Banker
Comments: Corner of North 24th and Quinn Street.
Vacant site purchased for future development.

LAND SALE NO. 3

Location: South 21st Avenue , Hattiesburg

Date: 06/30/2015

Price: \$10,000

Size: 15,000 sq ft

Price/SF: \$.67

Zoning: R-1A, Single Unit Residential

Confirmation: MLS # 101179/Realty Executives

Comments: Located just south of Hardy Street. Vacant site purchased for future development.

The above lot sales indicate an unadjusted range in value from \$.60 to \$1.09 per square foot. All are in the subject market segment. The subject area is virtually fully developed and there are very few vacant sites that are available for sale. Research of the market found these sales to be the most recent and relevant to the subject's valuation. Sale 1 was given the most reliance due to time and location. After considering time, size, location, topography, the subject's location in a flood zone, and other pertinent factors, the value opinion of the subject site is \$.80 per square foot. Thus the value of the subject is:

BEFORE VALUE

4,000 sf @ \$.80 = \$3,200.00

AFTER VALUE

3,232 sf @ \$.80 = \$2,360.00

Value Before Taking	\$3,200.00
Value After Taking	\$2,585.00
Damages	\$ -0-
Just Compensation Due Owner	\$ 615.00
Rounded	\$ 620.00

I appreciate the opportunity to prepare this appraisal report for you. Should you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely

Stan Lightsey

Stan Lightsey
RA-16

ADDENDA

APPRAISER'S CERTIFICATION

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

- the statements contained in this report are true and correct.**
- the reported analyses, opinions, and conclusions are limited only by the reporting assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.**
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved unless otherwise stated.**
- 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.**
- My compensation for completing this assignment is not contingent upon the developing or reporting of a predetermined value or a 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.**
- no one provided significant appraisal assistance to the person signing this appraisal unless otherwise noted.**
- unless otherwise noted, the person signing this report has not performed an appraisal or rendered any other service regarding the subject property in the past three years.**
- The Appraisal Institute conducts a voluntary re-certification process for its designated members. I am currently certified under this program.**

Stan Lightsey

**Stan Lightsey
RA-16**

UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following limiting conditions:

The legal description furnished is assumed to be correct.

No responsibility is assumed for matters of a legal character nor does the appraiser render any opinion as to title which is assumed to be good. All existing liens and encumbrances have been disregarded unless otherwise noted and the property is appraised as though free and clear and under responsible ownership and competent management.

The appraiser believes to be accurate the information provided by others; but assumes no responsibility for its accuracy.

Possession of this report, or a copy thereof, does not carry with it the right of publication, and neither all nor any part of the contents of this report may be disseminated to the public through media of any type nor may be used for any other purpose other than that specified in the engagement by the client without the previous written consent of the appraiser and client particularly as to the value conclusions, the identity of the appraiser or the firm with which he is employed, or to the SRA designation of The Appraisal Institute.

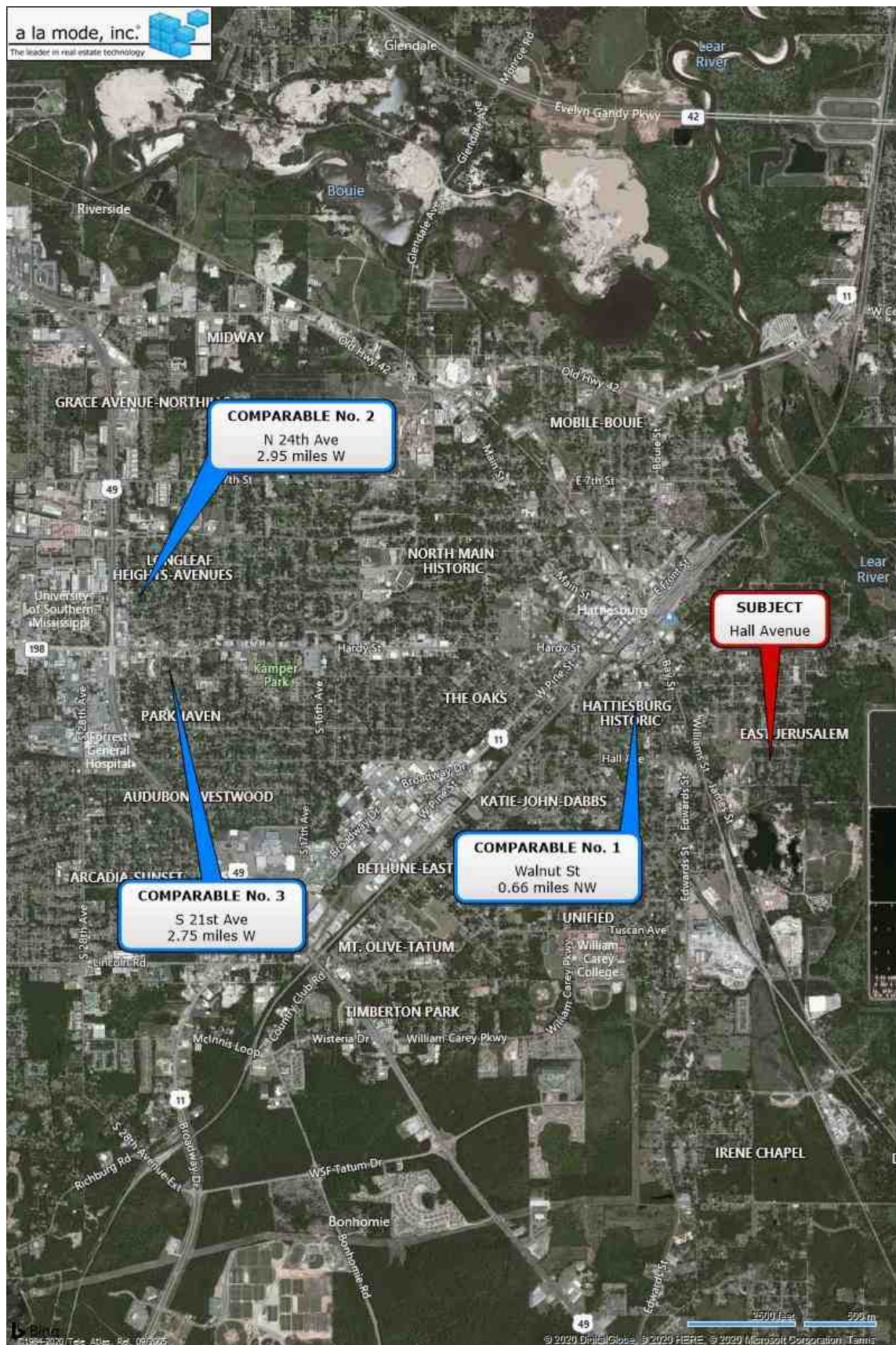
The appraiser will not be required to give testimony or appear in court by reason of this appraisal, with reference to the property in question, unless prior arrangements have been made.

The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

Unless otherwise stated in this report, the existence of hazardous substances, including but not limited to asbestos, poly-chlorinated biphenyls, petroleum leakage, mold, or agricultural chemicals; which may or may not be present on the property, or other environmental conditions; were not called to the attention of nor did the appraiser become aware of such during the inspection of the property. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser is not an expert in the environmental field and is not qualified to test for such substances or conditions. If the presence of hazardous substances or environmental conditions may affect the value of the property, the value opinion is predicated on the assumption that there is no such condition in or on the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for such conditions; nor for any expertise or knowledge required to discover them. The client is advised to retain an expert in the field of environmental impact on real estate if such conditions are suspected.

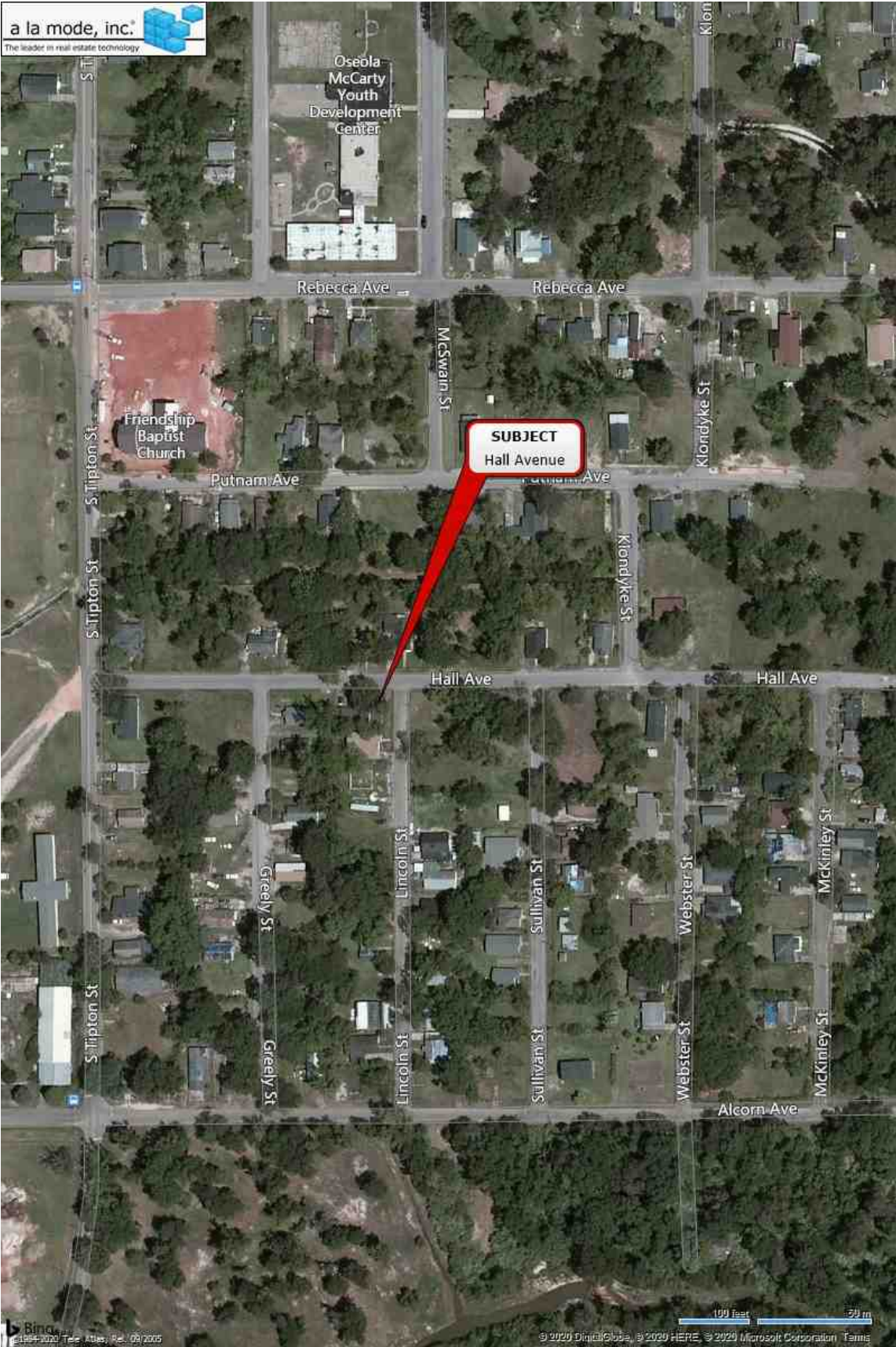
Location Map

Owner	Michael Bethley						
Property Address	Hall Avenue						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Client	City of Hattiesburg						



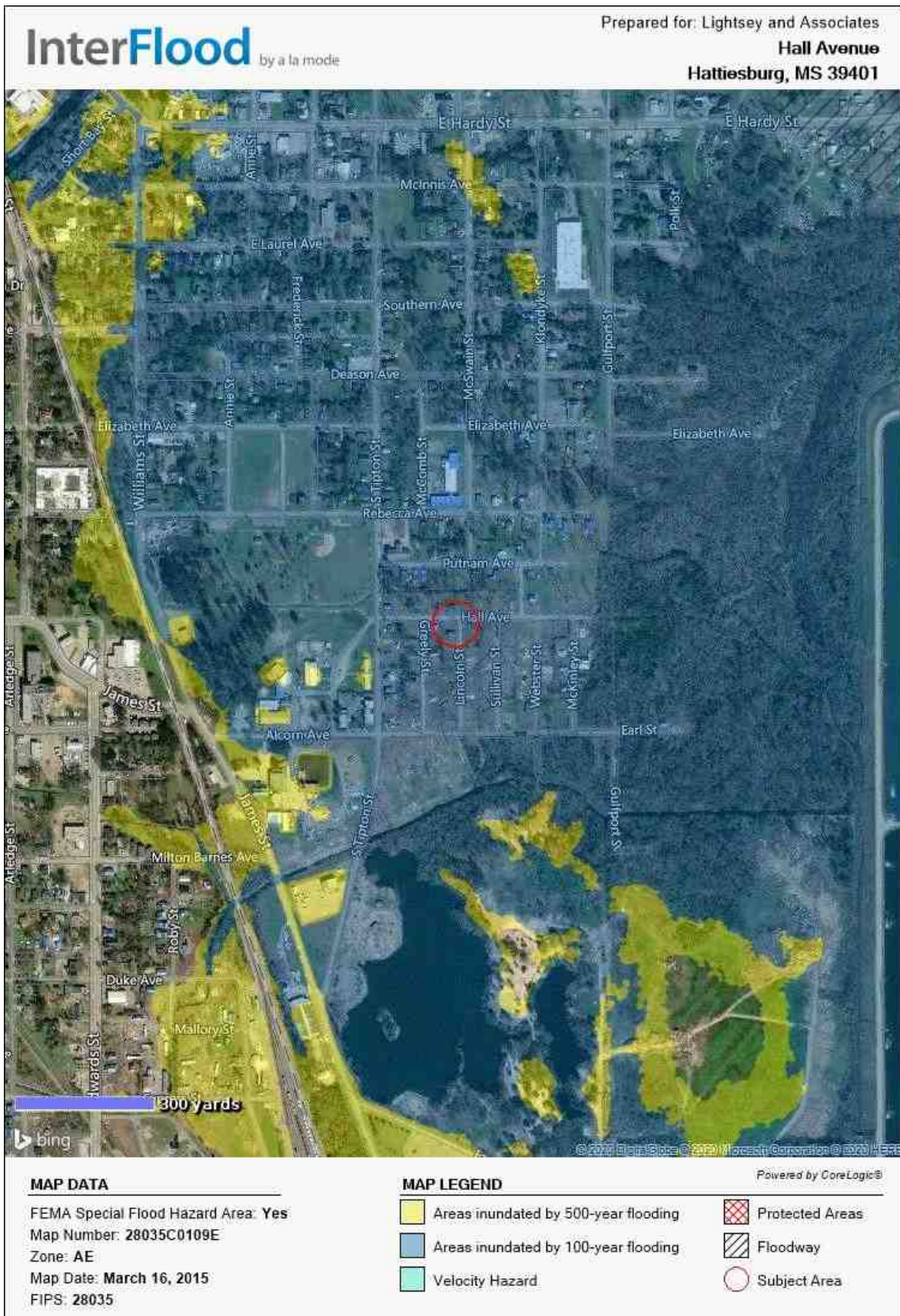
Location Map

Owner	Michael Bethley					
Property Address	Hall Avenue					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



Flood Map

Owner	Michael Bethley					
Property Address	Hall Avenue					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



Plat Map

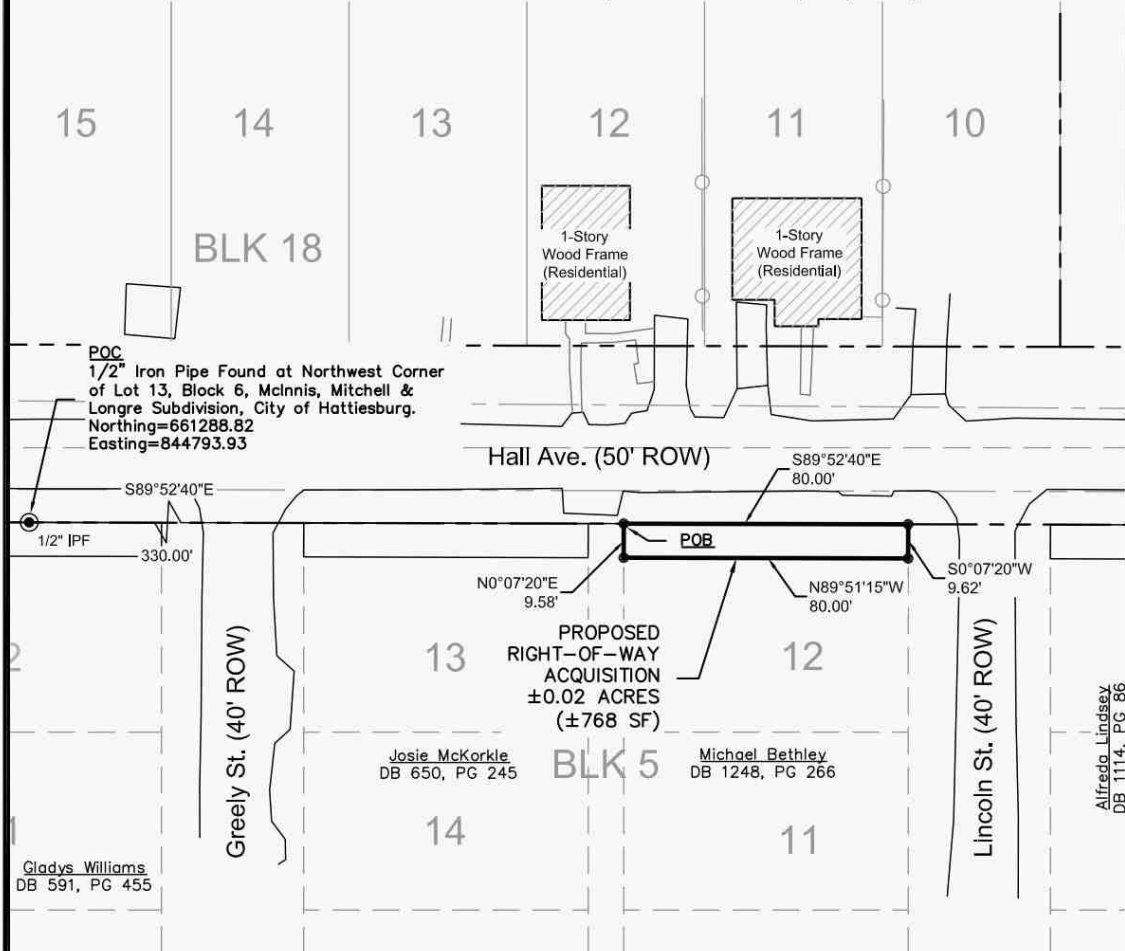


Survey

Michael Bethley - +/-0.02 Ac.

LEGAL DESCRIPTION (Proposed Right-of-Way Acquisition)

A parcel of land being part of Lot 12 of Block 5 of McInnis, Mitchell & Longre Subdivision, 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 a found 1/2" iron pipe at the Northwest Corner of Lot 13 of Block 6 of Said McInnis, Mitchell & Longre Subdivision, City of Hattiesburg, Mississippi; thence run and along the southern right-of-way boundary of Hall Avenue South 89 degrees 52 minutes 40 seconds East for a distance of 330.00 feet to Northwest Corner of said Lot 12 of Block 5, said point also being the Point of Beginning; thence continue and along said southern right-of-way boundary South 89 degrees 52 minutes 40 seconds East for a distance of 80.00 feet to Northeast Corner of said Lot 12 of Block 5; thence leaving said southern right-of-way boundary and along the western right-of-way boundary of Lincoln Street, run South 00 degrees 07 minutes 20 seconds West for a distance of 9.62 feet; thence leaving said western right-of-way boundary run, North 89 degrees 51 minutes 15 seconds West for a distance of 80.00 feet to a point on the western boundary of said Lot 12, Block 5; thence run and along said western boundary North 00 degrees 07 minutes 20 seconds East for a distance of 9.58 feet back to the POINT OF BEGINNING. Said parcel contains 0.02 acres (768 square feet), more or less.



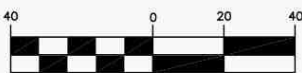
NO TITLE REPORT PROVIDED



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

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

NOTES:

1. Class "B" Survey.
2. No Additional Record Search for Easements was Conducted.
3. Date of Field Survey: Nov. 5, 2019.
4. Orientation is based on GPS observation, Grid North, as referenced to MS State Plane Coordinate System, East Zone.
5. Location of existing subdivision lines based upon monuments from on the interior of McInnis, Mitchell, & Longre Subdivision.

STATE PLANE DATA

State Plane Zone: MS East-2301
Datum: NAD 1983
Combined Factor: 0.99997228
Convergence Angle: -0° 13' 55.65"
Reference Point: Northwest Corner of Lot 13, Block 6



REFERENCE MATERIAL:

1. McInnis, Mitchell, & Longre Subdivision Plat in the City of Hattiesburg
2. Forrest County Tax Maps
3. Quitclaim Deed Bk 650, PG 245
4. Quitclaim Deed Bk 1248, PG 266

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



Right-of-Way Survey

Michael Bethley
PPIN: 22074

CCE NO: 76242036

SCALE: 1" = 40'

DATE: 11/30/2019

CHECKED: RTB

DRAWN: JCR

SHEET 1 OF 1

Drawing Location: S:\76242036\dwg\PLATS\76242036-PLATS.dwg

Tax Data

4/9/2020

Delta Computer Systems

Forrest County Mississippi



Delta Computer Systems, Inc.

Property Link FORREST COUNTY, MS

Current Date **4/ 9/2020**

Tax Year 2019

Records Last Updated **4/ 9/2020**

PROPERTY DETAIL

OWNER BETHLEY L D & MICHAEL
50 ED FAIRLEY RD
PETAL MS 39465

ACRES : **NA**
LAND VALUE : 1130
IMPROVEMENTS : **NA**
TOTAL VALUE: 1130
ASSESSED : 170

PARCEL 2-037D-14-128.00
ADDRESS 1215 HALL AVENUE

TAX INFORMATION

YEAR 2019	TAX DUE	PAID	BALANCE
COUNTY	11.06	11.06	0.00
CITY	9.03	9.03	0.00
SCHOOL	10.90	10.90	0.00
TOTAL	30.99	30.99	0.00

LAST PAYMENT DATE 1 / 8 / 2020

MISCELLANEOUS INFORMATION

EXEMPT CODE
HOMESTEAD CODE None
TAX DISTRICT 1110
PPIN 022074
SECTION 14
TOWNSHIP 04N
RANGE 13W

LEGAL LT 12 BLK 5
PREV #:H0656-05-012
MCINNIS, MITCHELL, & LONGRE
B 1248 P 266 02/07/2017

Book 1248 **Page** 266

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By
2017	MOORE YOLANDA	2/ 7/2019 BETHLEY MICHAEL

[View Appraisal Record](#)

[Back](#)

[Forrest County Home](#) | [Chancery Court](#) | [Instrument Indexing](#) | [Online Property Tax Payments](#) | [Online Personal Property Tax Payments](#) | [Online Mobile Home Tax Payments](#) | [Online Car Tag Payments](#)
[Privacy Policy](#) | [Terms of Use](#) | [Contact Us](#) | [Help](#)

Photograph Addendum

Owner	Michael Bethley					
Property Address	Hall Avenue					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



View of Subject



View of Hall Avenue



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, May 19, 2020

Re: Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-037D-14-127-00 (PPIN 22051) for the Hall Avenue Overpass Project; Acknowledge receipt of Appraisal Report; Determine the appraisal valuation of \$310.00 to be Just Compensation for the aforementioned portion of the parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$310.00; Authorize Mayor to execute any and all documents required to complete the transaction.
File Number: 2020-321
Minute Book #

Summary

Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-037D-14-127-00 (PPIN 22051) for the Hall Avenue Overpass Project; Acknowledge receipt of Appraisal Report; Determine the appraisal valuation of \$310.00 to be Just Compensation for the aforementioned portion of the parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$310.00; 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 May 19, 2020 City Council meeting for consideration.

APPRAISAL OF PROPERTY AT

HALL AVENUE

PIN # 022051

HATTIESBURG, MS

LIGHTSEY & ASSOCIATES

P.O. Box 15489
Hattiesburg, MS 39404
(601) 584-6260

April 9, 2020

Mr. Lamar Rutland
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

RE: Appraisal of property at Hall Avenue,
Hattiesburg, MS

Dear Mr. Rutland:

In accordance with the your request, I have made an inspection and investigation of the property located on Hall Avenue, Hattiesburg, Mississippi, for the purpose of forming an opinion of the Market Value, in fee simple, as of April 8, 2020, the effective date of the appraisal being the date the subject property was last inspected. The value opinion is both before and after the taking of a 386 square foot parcel (.01 acre) in conjunction with the Hall Avenue railroad overpass by the City of Hattiesburg and noting damages to the remainder, if any.

Market Value is defined as the most probable price in cash, terms equivalent to cash, or in other precisely revealed terms, for which the property will sell in an open and 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.

NEIGHBORHOOD DESCRIPTION

The subject area lies to the southeast of downtown Hattiesburg and is located east of Williams Street and the Canadian National Railway right of way. The general area contains a wide age range of properties that range from commercial/retail uses to single-family dwellings and multi-family dwellings. The subject is in relative close proximity to public schools, shopping and employment centers, and medical facilities. The new Hattiesburg Law Enforcement Complex is under construction on Hall Avenue at the southern end of Bay Street. The majority of properties in the area are in excess of fifty years old.

SITE DESCRIPTION

The subject site is located on the southerly side of Hall Avenue at the southeasterly corner of Hall Avenue and Lincoln Street. It has a frontage of 40 feet on Hall Avenue and extends to a uniform depth of 100 feet. The site is rectangular in shape and contains approximately 4,000 square feet. The site is at or above street grade, and appears to have adequate utility for use a single unit dwelling site. The property does appear to lie in a designated flood area, though this is subject to certification by a professional engineer or surveyor. All public utilities area connected or available to the site. A survey and plat map are included in the addenda of this report in order to assist the reader in visualizing the property. There were no adverse soil or subsoil conditions observed; however, no soil tests have been made as a part of this report. The property is zoned R-1C, Single Unit Residential, by the zoning authorities of the City of Hattiesburg. The City of Hattiesburg intends to take a 386 square foot rectangularly shaped parcel along Hall Avenue. Following the taking, the subject site will be effectively reduced in size to 3,614 square feet. Access and utility will remain essentially the same as in the before condition.

IMPROVEMENTS DESCRIPTIONS

There are no known improvements on the subject property.

PROPERTY HISTORY

The subject property appears to have been under the present ownership for in excess of five years. The subject property is not known to be listed for sale nor under contract.

TAXES

The total taxes for the subject property for 2019 are \$27.71. The total true value (tax value) of the property is \$1,010.00 with an assessed value of \$152.00.

HIGHEST AND BEST USE

In order to estimate the Highest and Best Use of the subject, the surrounding property uses as well as the four tests of Highest and Best Use were considered. These are 1)physically possible, 2)legally permissible, 3)financially feasible, and 4)maximally productive. After considering these factors, the Highest and Best Use of the site as vacant is estimated to be for a single unit house site, in both the before and after conditions.

INTENDED USE AND SCOPE OF THE APPRAISAL

This appraisal is intended to assist the client, Mr. Lamar Rutland of the City of Hattiesburg, in forming an opinion of value of the subject property both before and after the taking of a 386 square foot parcel by the City for road widening. In preparing this appraisal, the appraiser inspected the subject site; gathered information on comparable land sales and listings, confirmed and analyzed the data and applied the Sales Comparison Approach to value. As only the land was considered in this appraisal, this was the only approach deemed applicable to the subject's valuation.

APPRAISAL PROCESS

In good appraisal practice, three approaches to value are normally used to arrive at a value conclusion for a given property. These approaches are the Sales Comparison Approach, the Cost Approach, and the Income Approach. The Sales Comparison Approach is based on deriving a value indication by comparing properties that have been sold recently to the subject property and adjusting the sales price of the comparables for any basic differences. The Income Approach considers the present value of the future benefits of income and ownership. To estimate the income potential of the subject, comparable rents are obtained and reconciled to the subject, then a deduction is made for anticipated expenses. The resulting net income is then capitalized into value using a rate supported by market data. The Cost Approach provides a value indicator based on the cost to reproduce the improvements less any observed depreciation. The value estimate of the land developed through the Sales Comparison Approach is then added to the depreciated value estimate of the Improvements. As noted above, the appraiser has utilized the Sales Comparison Approach only as the land only is considered in this appraisal report.

LAND SALES

The following vacant land sales were utilized to arrive at opinion of value for the subject site.

LAND SALE NO. 1

Location: Walnut Street, Hattiesburg
Date: 04/07/2016
Price: \$20,000
Size: 18,270 sq ft
Price/SF: \$1.09
Zoning: R-1A, Single Unit Residential
Confirmation: MLS # 103560/Re/Max Real Estate
Comments: Located just south of Southern Avenue on Walnut Street.
Generally level vacant site.

LAND SALE NO. 2

Location: North 24th Avenue., Hattiesburg
Date: 04/07/2017
Price: \$22,000
Size: 36,940 sq ft
Price/SF: \$.60
Zoning: R-1B, Single Unit Residential
Confirmation: MLS # 107417/Coldwell Banker
Comments: Corner of North 24th and Quinn Street.
Vacant site purchased for future development.

LAND SALE NO. 3

Location: South 21st Avenue , Hattiesburg

Date: 06/30/2015

Price: \$10,000

Size: 15,000 sq ft

Price/SF: \$.67

Zoning: R-1A, Single Unit Residential

Confirmation: MLS # 101179/Realty Executives

Comments: Located just south of Hardy Street. Vacant site purchased for future development.

The above lot sales indicate an unadjusted range in value from \$.60 to \$1.09 per square foot. All are in the subject market segment. The subject area is virtually fully developed and there are very few vacant sites that are available for sale. Research of the market found these sales to be the most recent and relevant to the subject's valuation. Sale 1 was given the most reliance due to time and location. After considering time, size, location, topography, the subject's location in a flood zone, and other pertinent factors, the value opinion of the subject site is \$.80 per square foot. Thus the value of the subject is:

BEFORE VALUE

4,000 sf @ \$.80 = \$3,200.00

AFTER VALUE

3,614 sf @ \$.80 = \$2,360.00

Value Before Taking	\$3,200.00
Value After Taking	\$2,891.00
Damages	\$ -0-
Just Compensation Due Owner	\$ 309.00
Rounded	\$ 310.00

I appreciate the opportunity to prepare this appraisal report for you. Should you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely

Stan Lightsey

Stan Lightsey
RA-16

ADDENDA

APPRAISER'S CERTIFICATION

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

- the statements contained in this report are true and correct.**
- the reported analyses, opinions, and conclusions are limited only by the reporting assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.**
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved unless otherwise stated.**
- 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.**
- My compensation for completing this assignment is not contingent upon the developing or reporting of a predetermined value or a 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.**
- no one provided significant appraisal assistance to the person signing this appraisal unless otherwise noted.**
- unless otherwise noted, the person signing this report has not performed an appraisal or rendered any other service regarding the subject property in the past three years.**
- The Appraisal Institute conducts a voluntary re-certification process for its designated members. I am currently certified under this program.**

Stan Lightsey

**Stan Lightsey
RA-16**

UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following limiting conditions:

The legal description furnished is assumed to be correct.

No responsibility is assumed for matters of a legal character nor does the appraiser render any opinion as to title which is assumed to be good. All existing liens and encumbrances have been disregarded unless otherwise noted and the property is appraised as though free and clear and under responsible ownership and competent management.

The appraiser believes to be accurate the information provided by others; but assumes no responsibility for its accuracy.

Possession of this report, or a copy thereof, does not carry with it the right of publication, and neither all nor any part of the contents of this report may be disseminated to the public through media of any type nor may be used for any other purpose other than that specified in the engagement by the client without the previous written consent of the appraiser and client particularly as to the value conclusions, the identity of the appraiser or the firm with which he is employed, or to the SRA designation of The Appraisal Institute.

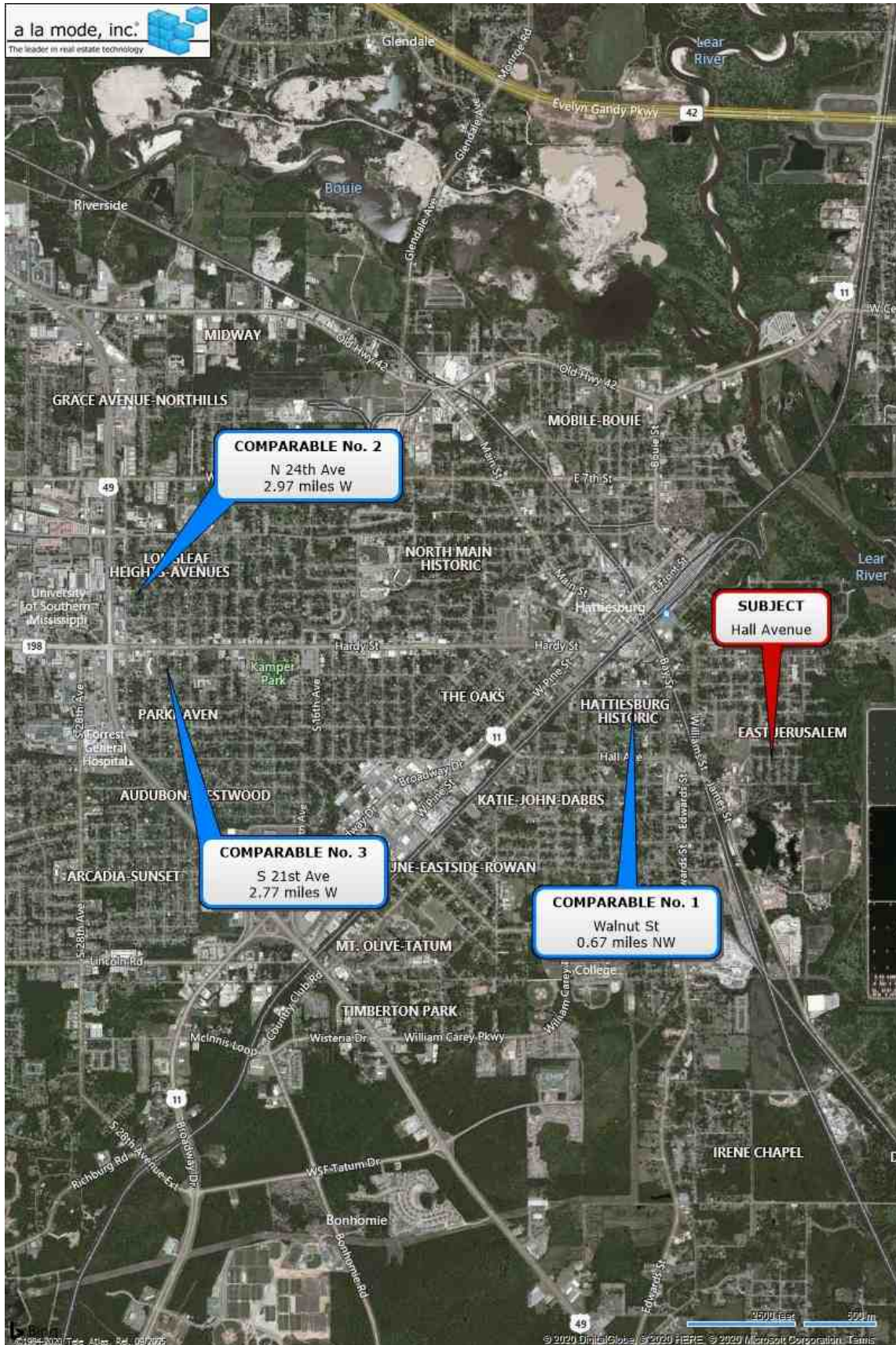
The appraiser will not be required to give testimony or appear in court by reason of this appraisal, with reference to the property in question, unless prior arrangements have been made.

The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

Unless otherwise stated in this report, the existence of hazardous substances, including but not limited to asbestos, poly-chlorinated biphenyls, petroleum leakage, mold, or agricultural chemicals; which may or may not be present on the property, or other environmental conditions; were not called to the attention of nor did the appraiser become aware of such during the inspection of the property. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser is not an expert in the environmental field and is not qualified to test for such substances or conditions. If the presence of hazardous substances or environmental conditions may affect the value of the property, the value opinion is predicated on the assumption that there is no such condition in or on the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for such conditions; nor for any expertise or knowledge required to discover them. The client is advised to retain an expert in the field of environmental impact on real estate if such conditions are suspected.

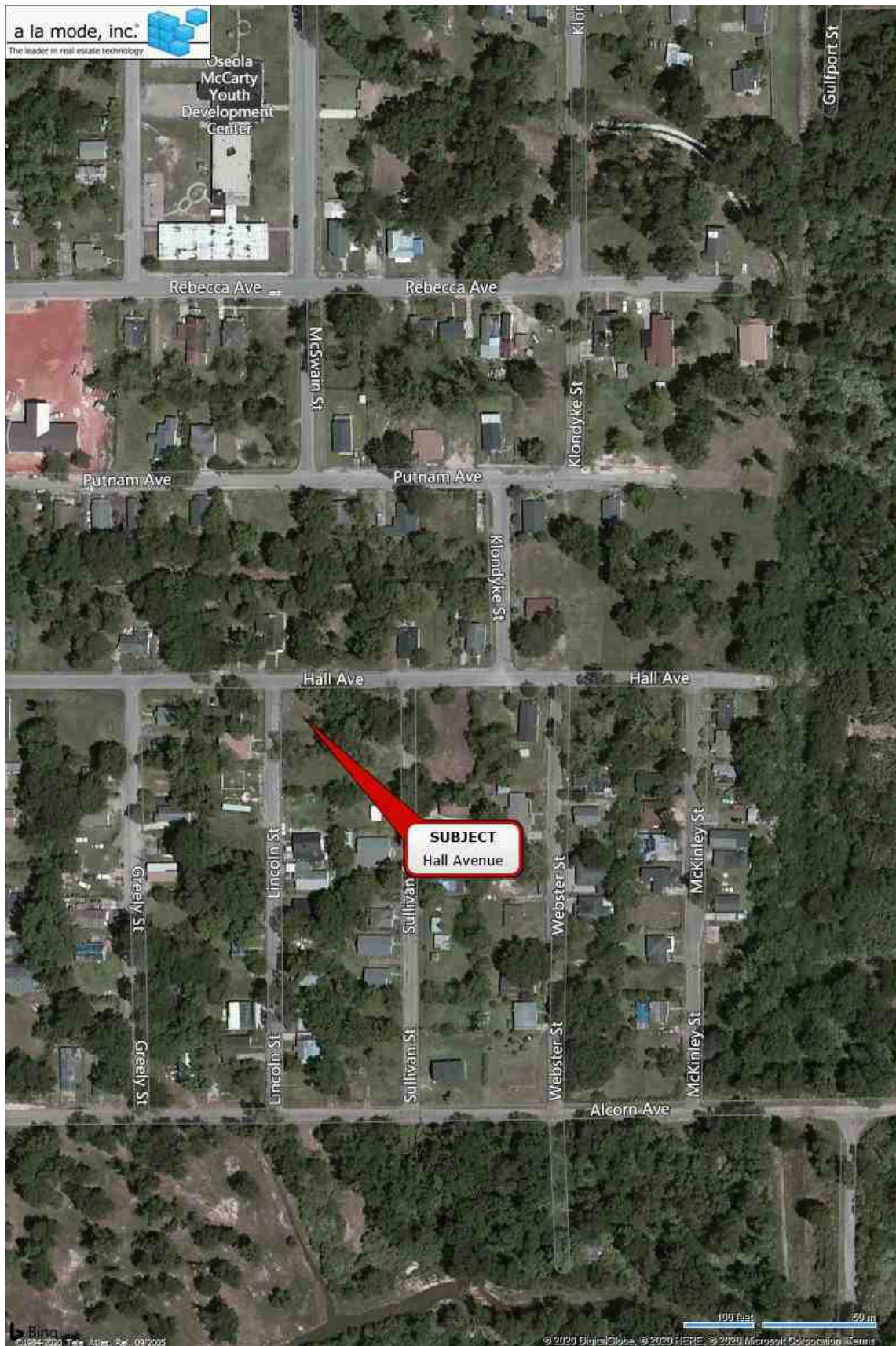
Location Map

Owner	Alfreda J. Lindsey					
Property Address	Hall Avenue					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



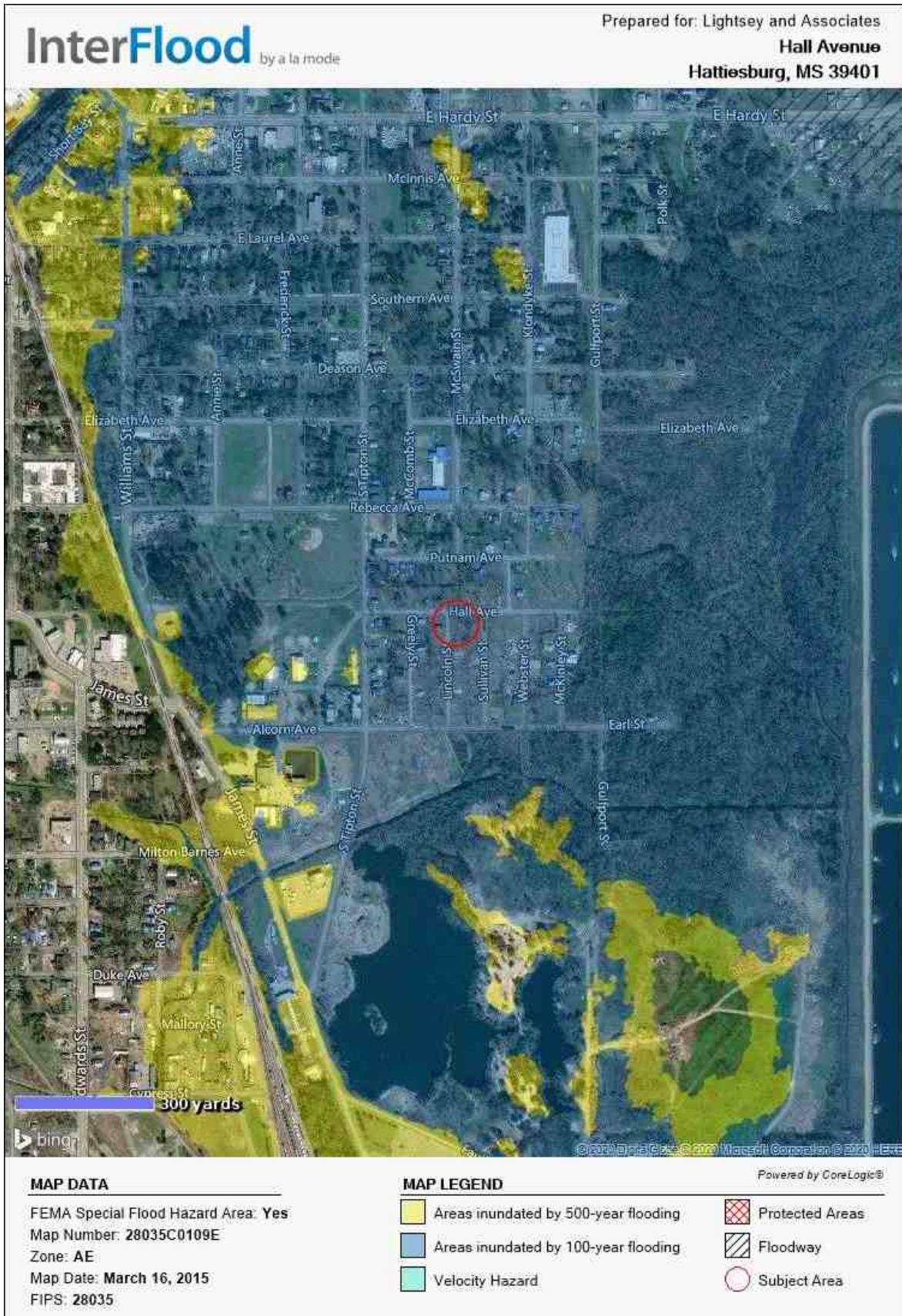
Location Map

Owner	Alfreda J. Lindsey					
Property Address	Hall Avenue					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



Flood Map

Owner	Alfreda J. Lindsey					
Property Address	Hall Avenue					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					

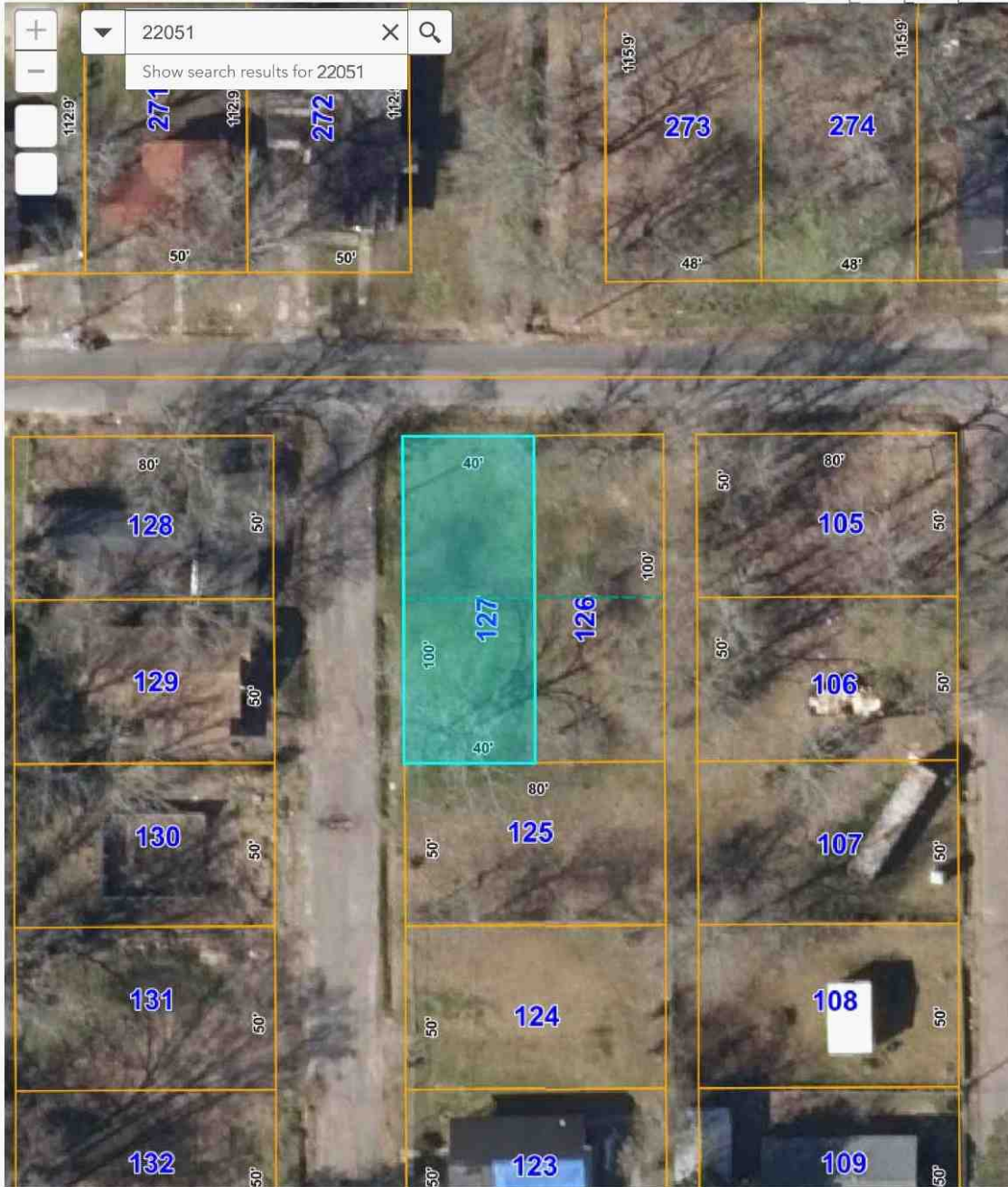


Plat Map

4/9/2020

Forrest Parcel Viewer

Forrest Parcel Viewer



40ft

-89.278 31.318 Degrees

<https://agdonline.maps.arcgis.com/apps/webappviewer/index.html?id=507a95128fbb423abaffacd073a5f2a5>

1/1

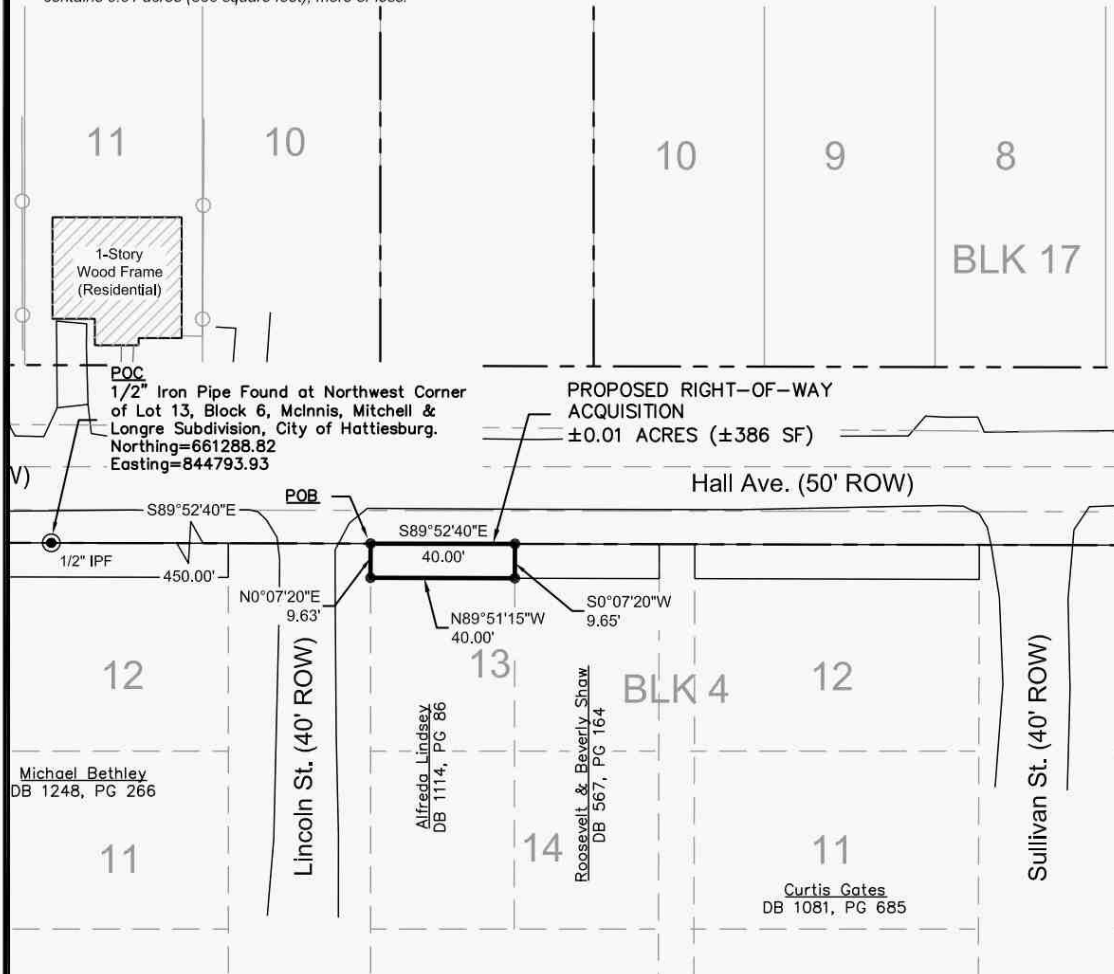
Survey

Alfreda Lindsey - +/-0.01 Ac.

LEGAL DESCRIPTION (Proposed Right-of-Way Acquisition)

A parcel of land being part of Lot 13 of Block 4 of McInnis, Mitchell & Longre Subdivision, 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 a found 1/2" iron pipe at the Northwest Corner of Lot 13 of Block 6 of Said McInnis, Mitchell & Longre Subdivision, City of Hattiesburg, Mississippi; thence run and along the southern right-of-way boundary of Hall Avenue South 89 degrees 52 minutes 40 seconds East for a distance of 450.00 feet to Northwest Corner of said Lot 13 of Block 4, said point also being the Point of Beginning; thence continue and along said southern right-of-way boundary South 89 degrees 52 minutes 40 seconds East for a distance of 40.00 feet; thence leaving said southern right-of-way boundary, run South 00 degrees 07 minutes 20 seconds West for a distance of 9.65 feet; thence run North 89 degrees 51 minutes 15 seconds West for a distance of 40.00 feet to a point on the eastern right-of-way boundary of Lincoln Street; thence run and along said eastern right-of-way boundary North 00 degrees 07 minutes 20 seconds East for a distance of 9.63 feet back to the POINT OF BEGINNING. Said parcel contains 0.01 acres (386 square feet), more or less.



NO TITLE REPORT PROVIDED

NOTES:

1. Class "B" Survey.
2. No Additional Record Search for Easements was Conducted.
3. Date of Field Survey: Nov. 5, 2019.
4. Orientation is based on GPS observation, Grid North, as referenced to MS State Plane Coordinate System, East Zone.
5. Location of existing subdivision lines based upon monuments from on the interior of McInnis, Mitchell, & Longre Subdivision.

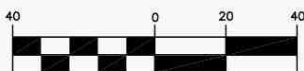
STATE PLANE DATA

State Plane Zone: MS East-2301
Datum: NAD 1983
Combined Factor: 0.99997228
Convergence Angle: -0° 13' 55.65"
Reference Point: Northwest Corner of Lot 13, Block 6

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

GRAPHIC SCALE



(IN FEET)

1 inch = 40 ft.

REFERENCE MATERIAL:

1. McInnis, Mitchell, & Longre Subdivision Plat in the City of Hattiesburg
2. Forrest County Tax Maps
3. Tax Deed
Bk 1114, PG 86
4. Warranty Deed
Bk 567, PG 164



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

Alfreda Lindsey
PPIN: 22051

CCE NO: 76242036

SCALE: 1" = 40'

DATE: 11/30/2019

CHECKED: RTB

DRAWN: JCR

SHEET 1 OF 1

Drawing Location: S:\76242036\dwg\PLATS\76242036-PLATS.dwg

Tax Data

4/9/2020

Delta Computer Systems

Forrest County Mississippi



Delta Computer Systems, Inc.

Property Link FORREST COUNTY, MS

Current Date 4/ 9/2020

Tax Year 2019

Records Last Updated 4/ 9/2020

PROPERTY DETAIL

OWNER LINDSEY ALFREDA J
6375 MALONE RD

DOUGLASVILLE GA 30134

ACRES : **NA**
LAND VALUE : 1010
IMPROVEMENTS : **NA**
TOTAL VALUE: 1010
ASSESSED : 152

PARCEL 2-037D-14-127.00
ADDRESS 1301 HALL AVENUE

TAX INFORMATION

YEAR 2019	TAX DUE	PAID	BALANCE
COUNTY	9.89	9.89	0.00
CITY	8.08	8.08	0.00
SCHOOL	9.74	9.74	0.00
TOTAL	27.71	27.71	0.00

LAST PAYMENT DATE 1 / 17 / 2020

MISCELLANEOUS INFORMATION

EXEMPT CODE		LEGAL	W 1/2 LTS 13 & 14 BLK 4 DB567
HOMESTEAD CODE	None		P165 4/86
TAX DISTRICT	1110		PREV #:H0656-04-012
PPIN	022051		MCINNIS, MITCHELL, & LONGRE
SECTION	14		
TOWNSHIP	04N		
RANGE	13W		
			B 1114 P 086 10/17/2011

Book 1114 **Page** 086

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By
2012	STATE OF MISSISSIPPI	2/28/2014 LINDSEY ALFREDA J
2011	STATE OF MISSISSIPPI	3/ 1/2013 LINDSEY PRENTISS
2010	STATE OF MISSISSIPPI	3/ 1/2013 LINDSEY PRENTISS

[View Appraisal Record](#)

[Back](#)

[Forrest County Home](#) | [Chancery Court](#) | [Instrument Indexing](#) | [Online Property Tax Payments](#) | [Online Personal Property Tax Payments](#) | [Online Mobile Home Tax Payments](#) | [Online Car Tag Payments](#)
[Privacy Policy](#) | [Terms of Use](#) | [Contact Us](#) | [Help](#)

Photograph Addendum

Owner	Alfreda J. Lindsey					
Property Address	Hall Avenue					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



View of Subject



View of Hall Avenue



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, May 19, 2020

Re: Authorize the submission of a grant application to Mississippi Department of Wildlife, Fisheries and Parks-Land Water Conservation Fund grant program for park development in the City of Hattiesburg in the Midtown area.
File Number: 2020-333
Minute Book #

Summary

Authorize the submission of a grant application to Mississippi Department of Wildlife, Fisheries and Parks-Land Water Conservation Fund grant program for park development in the City of Hattiesburg in the Midtown area.

Recommendation Statement

I recommend the adoption of said resolution.

Please place this on the May 19, 2020 City Council meeting for consideration.

RESOLUTION

WHEREAS, the City of Hattiesburg, Mississippi, desires to submit an application for park development in Hattiesburg known as Midtown and requests grant assistance from the federal Land and Water Conservation Fund (LWCF) program.

WHEREAS, the City of Hattiesburg is aware that there is a 50/50 grant match required for this grant program with a maximum amount of \$500,000.00 and certifies that the City of Hattiesburg has that match available.

WHEREAS, the City of Hattiesburg requests that the land to be developed by this project would be acquired as part of this grant application. The City of Hattiesburg understands that any property receiving LWCF grant assistance must be maintained, in perpetuity, for public outdoor recreation and certifies that the title to the real property acquired as part of the grant shall be recorded as having been dedicated solely to public outdoor recreation use in perpetuity as required by the terms of the Land and Water Conservation Fund Act of 1965, as administered by the Mississippi Department of Wildlife, Fisheries and Parks-Outdoor Recreation Grant Division (MDWFP-ORG).

NOW, THEREFORE, BE IT RESOLVED, that Mayor Toby Barker be authorized to apply for funding, and that he be authorized to act as representative of the City in this matter and to execute all necessary forms and documents on behalf of the City of Hattiesburg.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the resolution adopted, this the 19th day of May, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 19th day of May, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, May 19, 2020

Re: Acknowledge receipt of FAA offer for a Cares Act Airport Grant in the amount of \$30,000.00, grant no. 3-28-0031-028-2020, and authorize Mayor to accept grant; authorize Mayor to execute associated grant agreement and any other documents required by FAA in association with this grant, using the FAA's electronic signature process.
File Number: 2020-324
Minute Book #

Summary

Acknowledge receipt of FAA offer for a Cares Act Airport Grant in the amount of \$30,000.00, grant no. 3-28-0031-028-2020, and authorize Mayor to accept grant; authorize Mayor to execute associated grant agreement and any other documents required by FAA in association with this grant, using the FAA's electronic signature process.

Recommendation Statement

I recommend approval of this item.

Please place this on the May 19, 2020 City Council meeting for consideration.



U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports District Office
100 West Cross Street, Suite B
Jackson, Mississippi 39208-2307

May 4, 2020

The Honorable Toby Barker
Mayor, City of Hattiesburg
tbarker@hattiesburgms.com

Subject: 2020 CARES ACT Grant Offer

Dear Mayor Barker:

Please find the following electronic CARES Act Grant Offer, Grant No. 3-28-0031-028-2020 for Hattiesburg Bobby L. Chain Municipal Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than June 4, 2020** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue

Use Policy, the CARES Act states the funds may not be used for any purpose not related to the airport.

With each payment request you are required to upload directly to Delphi:

- An invoice summary, even if you only paid a single invoice and
- The documentation in support of each invoice covered in the payment request.

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and
- A narrative report.

The narrative report will summarize the expenses covered by the CARES Act funds and state that all expenses were in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues and incurred after January 20, 2020.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once you have drawn down all funds and uploaded the required documents to Delphi, notify Matt Mims (matthew.l.mims@faa.gov) that the grant is administratively and financially closed. Matt is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

Rans Black
Jackson ADO Manager

Enclosure – Grant Offer

cc:

Tommy Booth, MDOT Aeronautics
Lamar Rutland, City of Hattiesburg
Sharon Waits, City of Hattiesburg
Dawn Burns, City of Hattiesburg



U.S. Department
of Transportation
Federal Aviation
Administration

CARES ACT AIRPORT GRANT AGREEMENT

PART I – OFFER

Federal Award Offer Date	
Airport/Planning Area	HATTIESBURG BOBBY L. CHAIN MUNICIPAL AIRPORT
CARES Grant Number	3-28-0031-028-2020
Unique Entity Identifier	079448130
TO:	CITY OF HATTIESBURG, MISSISSIPPI

(herein called the “Sponsor”) (For Co-Sponsors, list all Co-Sponsor names. The word “Sponsor” in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the “FAA”)

WHEREAS, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or “the Act”) Airports Grants Application (herein called the “Grant”) dated April 24, 2020, for a grant of Federal funds at or associated with the Hattiesburg Bobby L Chain Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA’s Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the Hattiesburg Bobby L Chain Municipal Airport (herein called the “Grant”) consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport’s operational and

maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to Hattiesburg Bobby L Chain Municipal Airport incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the same principles that govern "airport revenue." New airport development projects may not be funded with this Grant, unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law Number 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$30,000.

2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.

5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before June 4, 2020, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier** Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- 12. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 14. Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.
- 15. Audits for Private Sponsors.** When the period of performance has ended, the Sponsor must provide a copy of an audit of this Grant prepared in accordance with accepted standard audit practices, such audit to be submitted to the applicable Airports District Office.
- 16. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/> . Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
- 17. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

18. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

19. Trafficking in Persons.

- A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not —
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the award.
- B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - 1. Is determined to have violated a prohibition in paragraph A of this award term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either—
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.
4. Our right to terminate unilaterally that is described in paragraph A of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

20. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the

person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

- 21. Co-Sponsor.** Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained herein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.
- 22. Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

SPECIAL CONDITIONS

- 1. ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
 - A. House and maintain the equipment in a state of operational readiness on and for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
 - C. Restrict the vehicle to on-airport use only;
 - D. Restrict the vehicle to the use for which it was intended; and
 - E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.
- 2. Equipment or Vehicle Replacement.** The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
- 3. Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:
 - A. House and maintain the vehicle in a state of operational readiness for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle;
 - C. Restrict the vehicle to airport use only;
 - D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
 - E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and
 - F. Submit a copy of the executed agreement to the FAA.
- 4. Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.
- 5. Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.

6. Utility Relocation in Grant. The Sponsor understands and agrees that:

- A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
- B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
- C. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

(Signature)

(Typed Name)

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated _____

CITY OF HATTIESBURG, MISSISSIPPI

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of _____ MISSISSIPPI _____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms,

conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated _____

By: _____

(Signature of Sponsor's Attorney)

CARES ACT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or “the Act”), Public Law Number, Public Law 116-136. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- b. Hatch Act – 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- e. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- f. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended.
- h. Coastal Zone Management Act, P.L. 93-205, as amended.
- i. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- k. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- l. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

- m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- n. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- o. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- p. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
- q. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
- r. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- s. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
- t. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- v. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- w. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment.

- d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 - Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- h. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 - New restrictions on lobbying.
- k. 49 CFR Part 21 - Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- m. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- n. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- o. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- p. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- q. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be

operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

7. Airport Revenues.

This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

8. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the

public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

9. **Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair 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.”

d. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
- e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in

interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, May 19, 2020

Re: Acknowledge bids received April 30, 2020 for the Weathersby Road Overlay project and accept the bid from Dunn Roadbuilders, LLC in the amount of \$351,068.20; Authorize Mayor to execute contracts upon preparation.
File Number: 2020-329
Minute Book #

Summary

Acknowledge bids received April 30, 2020 for the Weathersby Road Overlay project and accept the bid from Dunn Roadbuilders, LLC in the amount of \$351,068.20; Authorize Mayor to execute contracts upon preparation.

Recommendation Statement

I recommend approval of this item.

Please place this on the May 19, 2020 City Council meeting for consideration.



Engineering Progress

May 4, 2020

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

Attn: Lamar Rutland, P.E.

RE: Weathersby Road Overlay
City of Hattiesburg, MS

Dear Lamar:

I have certified the enclosed bid tabulation that represents all bids that were received and opened at 10:00 a.m. on April 30, 2020 for the above referenced project.

I am recommending Dunn Roadbuilders, LLC. of Laurel, MS in the bid amount of Three Hundred Fifty-One Thousand, Sixty-Eight Dollars and Twenty Cents (\$351,068.20).

Enclosed is a copy of the original bid from Dunn Roadbuilders, LLC and original bids from all other bidders.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "John T. Weeks", is written over the word "Sincerely,".

John T. Weeks, P.E.
Project Engineer

/md

RECEIVED
5/4/20

BID TAB		April 30, 2020
Project:	Weathersby Road Overlay	
Project No.	12202	

Dunn Roadbuilders P.O. Drawer 6560 411 Oak Street Laurel, MS 39441-6560

Warren Paving P.O. Box 572 Hattiesburg, MS 39403

BASE BID

Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount
1	Cold Milling of Bituminous Pavement, All Depths	14846	Sq. Yd.	\$1.20	\$17,815.20	\$3.85	\$57,157.10
2	9.5 mm Mixture, MT, Asphalt Pavement	1544	Ton	\$86.00	\$132,784.00	\$98.00	\$151,312.00
3	9.5 mm Mixture, MT, Asphalt Pavement, Leveling	1225	Ton	\$90.00	\$110,250.00	\$98.00	\$120,050.00
4	Combination Concrete Curb and Gutter	25	Lin. Ft.	\$106.00	\$2,650.00	\$57.00	\$1,425.00
5	Maintenance of Traffic	1	L.S.	\$26,300.00	\$26,300.00	\$13,500.00	\$13,500.00
6	Mobilization	1	L.S.	\$5,900.00	\$5,900.00	\$16,500.00	\$16,500.00
7	6" Thermoplastic Traffic Stripe, Continuous Yellow	7079	Lin. Ft.	\$1.00	\$7,079.00	\$1.10	\$7,786.90
8	6" Thermoplastic Traffic Stripe, Continuous White	2069	Lin. Ft.	\$1.00	\$2,069.00	\$1.10	\$2,275.90
9	6" Thermoplastic Traffic Stripe, Skip White	1983	Lin. Ft.	\$1.00	\$1,983.00	\$1.10	\$2,181.30
10	6" Thermoplastic Traffic Stripe, White	328	Lin. Ft.	\$2.00	\$656.00	\$2.10	\$688.80
11	Thermoplastic Legend, White	704	Lin. Ft.	\$2.00	\$1,408.00	\$2.10	\$1,478.40
12	Thermoplastic Legend, White	730	Sq. Yd.	\$8.00	\$5,840.00	\$7.50	\$5,475.00
13	Red-Clear Raised Reflective Pavement Markers	178	Each	\$8.00	\$1,424.00	\$7.50	\$1,335.00
14	Two-Way Yellow Raised Reflective Pavement Markers	370	Each	\$8.00	\$2,960.00	\$7.50	\$2,775.00
15	Optical Detector	1	L.S.	\$31,950.00	\$31,950.00	\$33,000.00	\$33,000.00
Bid Total:					\$351,068.20		\$416,940.40

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on April 30, 2020, and that said tabulation is true and correct to the best of my belief.



 John T. Weeks, P.E.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, May 19, 2020

Re: Acknowledge bids received May 7, 2020 for the Hattiesburg Public Safety Complex Smoke Evacuation Project and accept the bid from Pat L. McKenzie, Inc. in the amount of \$105,000.00; Authorize Mayor to execute contracts upon preparation.
File Number: 2020-322
Minute Book #

Summary

Acknowledge bids received May 7, 2020 for the Hattiesburg Public Safety Complex Smoke Evacuation Project and accept the bid from Pat L. McKenzie, Inc. in the amount of \$105,000.00; Authorize Mayor to execute contracts upon preparation.

Recommendation Statement

I recommend approval of this project.

Please place this on the May 19, 2020 City Council meeting for consideration.



May 11, 2020

Mr. Lamar Rutland
City of Hattiesburg Mississippi
Director of Engineering
212 W Front Street
Hattiesburg, MS 39401

RE: Smoke Evacuation System
Hattiesburg Public Safety Complex
Hattiesburg, MS

Dear Mr. Rutland,

One bid was received for the Smoke Evacuation System Project. Pat L. McKenzie, Inc, Certificate of Responsibility No. 03558-MC, submitted a bid of \$105,000.00. It should be noted that there is a discrepancy between the written out bid amount and the number amount. The number amount submitted was \$105,500.00. Per the Project Manual, the written out number takes precedence.

Engineering Resource Group (ERG) has reviewed the bid and finds the it to be appropriate and acceptable. ERG recommends that the Smoke Evacuation System Project be awarded to Pat L. McKenzie, Inc. with a total contract amount of \$105,000.00.

Please advise if you have any questions.

Sincerely,

ENGINEERING RESOURCE GROUP, INC.

A handwritten signature in blue ink, appearing to read 'Chad E. Moore', with a long horizontal flourish extending to the right.

Chad E. Moore, PE, CxA, LEED AP
Principal

CEM/bs

FORM OF PROPOSAL

DATE: 05/07/2020

PROPOSAL FROM: Pat L. McKenzie, Inc.
(List Company Name)

TO OWNER: CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

PROJECT: HATTIESBURG PUBLIC SAFETY COMPLEX
HATTIESBURG, MISSISSIPPI

Ladies & Gentlemen:

Having carefully examined all Contract Documents and addenda for the construction of the project in caption, the undersigned purposes to furnish all labor, materials and services required for the construction in accordance with these documents for the sum as follows:

BASE BID:

One-hundred five-thousand and $\frac{00}{100}$ DOLLARS

(\$ 105,500)

TIME: The undersigned agrees to complete the work within 200 calendar days from the date of the Notice to Proceed issued by the Architect. It is also agreed that this proposal/contract price will be valid for the minimum time of **60 DAYS** from the date of opening.

BID SECURITY:

Bid Security in the form of 5% is attached in the amount of \$ 5,250

ADDENDA:

Receipt of the following addenda is acknowledged:

Addendum No: N/A Dated: N/A

Addendum No: N/A Dated: N/A

Addendum No: N/A Dated: N/A

Addendum No: N/A Dated: N/A

Addendum No: N/A Dated: N/A

Addendum No: N/A Dated: N/A

GENERAL CONTRACTOR:

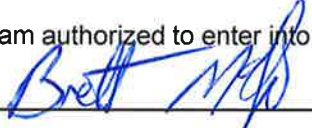
Mississippi Certificate of Responsibility No: 03558-MC

Resident Contractor: Yes

Non-Resident Contractor*: _____

ACCEPTANCE:

I certify that I am authorized to enter into a binding contract, if this Proposal is accepted.

Signature: 

Typed Name & Title: Brett McKenzie, Vice-President

Company Name: Pat L. McKenzie, Inc.

Address: PO Box 278

City, State, Zip Code: Ellisville, MS 39437

Phone, Fax, Email: 601-477-3496, 601-477-3490, Brett@PatLMcKenzie.com

DIRECTIONS FOR MAILING:

See *INSTRUCTIONS TO BIDDERS [SECTION 00 10 00]* for mailing directions.

END OF FORM OF PROPOSAL

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **Pat L. McKenzie, Inc., P.O. Box 278, Ellisville, MS 39437**

as Principal, hereinafter called the Principal, and **Berkley Insurance Company, 11201 Douglas Ave., Urbandale, IA 50322**

a corporation duly organized under the laws of the State of **New Jersey**
as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Hattiesburg 200 Forrest St., Hattiesburg, MS 39401

as Obligee, hereinafter called the Obligee, in the sum of **5% of bid** Dollars (\$____)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Smoke Evacuation System for Public Safety Complex**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

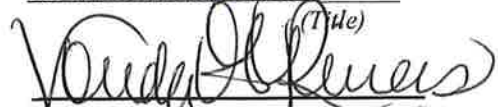
Signed and sealed this **7th day of May, 2020.**


(Witness)


(Witness) **Amber Mile**


(Principal) **Pat L. McKenzie, Inc.** (Seal)

Pat L. McKenzie, President


(Title) **Berkley Insurance Company** (Seal)

(Surety)

Vonda G Rivers, Attorney-In-Fact
(Title) (Seal)

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
 WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Emmette Bruce Martin; C. L. McDonald, Jr.; Vonda G. Rivers; Julia M. Garrett; Amber Renee Miley; Virginia Faye Holyfield; or Donna Carol Minchew of Meyer & Rosenbaum, Inc. of Meridian, MS* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 29th day of JULY, 2019.

Attest:

(Seal)

By

Ira S. Lederman

Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter

Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 29th day of JULY, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDRAKEN
 NOTARY PUBLIC
 CONNECTICUT
 MY COMMISSION EXPIRES
 APRIL 30, 2024

Maria C. Rundracken
 Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 29th day of May, 2020

(Seal)

Michael J. Hummel
 Michael J. Hummel

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

Please **verify the authenticity** of the instrument attached to this Power by:

Toll-Free Telephone: (800) 456-5486; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this Power should be directed to:

Berkley Surety
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please also identify the project to which the bond pertains.

Berkley Surety is a member company of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company, Berkley Regional Insurance Company and Carolina Casualty Insurance Company.

PAT L. MCKENZIE, INC.
P. O. BOX 278
EILLISVILLE, MS 39437

BID FOR: SMOKE EVACUATION SYSTEM FOR
HATTIESBURG PUBLIC SAFETY COMPLEX

BID OPENING: 7th MAY 2020 @10AM

BID FOR SMOKE EVACUATION SYSTEM FOR
HATTIESBURG PUBLIC SAFETY COMPLEX

ATTENTION: CITY CLERK, CITY OF HATTIESBURG
2ND FLOOR CITY HALL, 200 FORREST STREET
HATTIESBURG, MISSISSIPPI 39401

FILED

MAY 07 2020

BY Yelda Young
CITY CLERK
DEPUTY CLERK

9:55 AM

CERTIFICATE OF RESPONSIBILITY NUMBER
03558-MC



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, May 19, 2020

Re: Declare the purchase of disposable surgical medical mask in the amount of \$15,000.00 from Next Level Consultants Inc. as an Emergency Purchase per Mississippi Code 31-7-13(k): due to a declared pandemic (COVID-19) that took place on or about March 13, 2020.
File Number: 2020-315
Minute Book #

Summary

Recommendation Statement

Please place this on the May 19, 2020 City Council meeting for consideration.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

MEMORANDUM

TO: Mayor and Council

FROM: Kermas Eaton, City Clerk

DATE: MAY 6, 2020

SUBJECT: Emergency Purchase

Attached are Purchase Order and Invoice of Next Level Consultants Inc. This purchase was for Disposable Surgical Mask to prevent the transmission of human coronavirus (COVID-19) as result of a Declared Pandemic on or about March 13, 2020. Delaying for competitive bids would have been detrimental to the interest of the City.

This item is submitted for your review, approval, and acknowledgement on the minutes of the City of Hattiesburg Council Meeting Agenda as an Emergency Purchase per Mississippi Code 31-7-1(k).

Kermas Eaton,
City Clerk

Next Level Consultants Inc.

500 North Michigan Ave Suite 500
Chicago, IL, 60611
Phone: 773-620-2213

Invoice

Company Address City of Hattiesburg (ref p.o. 198452)

Date 5/5/20
Purchase: 05052020-001

Product overview:

Salesperson	P.O. Number	Ship Date	F.O.B. Point	Terms
Touchpoint	05052020-001		Yes	

Quantity	Description	Unit Price	Taxable?	Amount
10,000	Disposable Surgical Mask	\$ 1.50	Y	\$ 15,000.00

COVID 19 prep; safety first!

If you have any questions concerning this quotation, please contact:
Charles Galvin (912) 667-6964

Due to limited material, prices and availability are subject to change.

Shipping, taxes, and insurance are additional charges

For all of your logistical needs call Romero Brice (773) 620-2213

Subtotal	\$ 15,000.00
Tax Rate	0.00%
Sales Tax	\$ -
Other	\$ -
TOTAL	\$ 15,000.00

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:

Page 1
Date 04/07/20
PO No. 198452
Req No. 226666

VENDOR MAILING:
NEXT LEVEL CONSULTANTS, INC
500 MICHIGAN AVE, SUITE 600
CHICAGO IL 60615

LONDON, SYLVESTER (601) 5454512
VENDOR # 00114865

SHIP TO :
CITY OF HATTIESBURG
JACKIE DOLE SHERRILL COMM. CTR.
220 W FRONT STREET - 1ST FLOOR
HATTIESBURG MS 39401

PROJECT LINE: COVID-19 OUTBREAK-MASK FOR CITY EMPLOYEES

PROCESSING CODE:

SEND METHOD 1 ()

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
002300.5111	DISPOSABLE SURGICAL MEDICAL MASKS WITH EAR LOOPS	3500.00	EA	1.5000	5,250.00
001201.5111	DISPOSABLE SURGICAL MEDICAL MASKS WITH EAR LOOPS	3500.00	EA	1.5000	5,250.00
001220.5111	DISPOSABLE SURGICAL MEDICAL MASKS WITH EAR LOOPS	3500.00	EA	1.5000	5,250.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED

15,750.00

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



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, May 19, 2020

Re: Extend state of emergency for an additional 30 days resulting from the pandemic event (COVID_19) that occurred on or about March 13, 2020.

File Number: 2020-336

Minute Book #

Summary

Extend state of emergency for an additional 30 days resulting from the pandemic event (COVID_19) that occurred on or about March 13, 2020.

Recommendation Statement

I recommend extending the state of emergency for an additional 30 days.

Please place this on the May 19, 2020 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, May 19, 2020

Re: Set a public hearing for Tuesday, June 9, 2020 at 4:00 p.m. at the Jackie Dole Sherrill Community Center Auditorium to hear public comments related to the City of Hattiesburg Drinking Water System Improvements Revolving Loan Fund loan.
File Number: 2020-318
Minute Book #

Summary

Set a public hearing for Tuesday, June 9, 2020 at 4:00 p.m. at the Jackie Dole Sherrill Community Center Auditorium to hear public comments related to the City of Hattiesburg Drinking Water System Improvements Revolving Loan Fund loan.

Recommendation Statement

I recommend approval of this item.

Please place this on the May 19, 2020 City Council meeting for consideration.

NOTICE of PUBLIC HEARING

City of Hattiesburg Drinking Water System Improvements Revolving Loan Fund DWSIRLF FFY2020

The City of Hattiesburg is applying for a State Revolving Fund Loan through the Mississippi Department of Health (MSDH) for water improvements. The total loan amount is \$1,268,530.82. The improvements will include repairs to Water Treatment Plant No. 1, located near Old Highway 11, including:

1. Replacement of the filter media,
2. Re-roofing the buildings,
3. Replacement of the rapid mix tank, and
4. Replacement of the dry chemical feed system.

A public hearing to inform the public regarding the project will be held on **June 9, 2020** at **4:00 p.m.** at the **Jackie Dole Sherrill Community Center** at 220 West Front Street, Hattiesburg MS, 39403. A copy of the Facilities Plan is available in the office of the City of Hattiesburg located at 200 Forrest Street, Hattiesburg MS, 39403, and can be picked up at the front desk for review prior to the meeting, which will be held in the auditorium.

In light of public health concerns, new meeting parameters have been established. Visitors and members alike are encouraged to participate electronically. No more than 10 individuals will be allowed entrance into the meeting. Social distancing guidelines will be imposed. Individuals interested in attending the meeting are encouraged to do so electronically if at all possible. Please contact Lamar Rutland at 601-545-4540 or lrutland@hattiesburgms.com prior to the meeting date for instructions on accessing the meeting either by phone or by internet, and obtaining digital copies of the Facilities Plan.

Publish: May 14, 2020

Send Proof of Publication to:
City Clerk
P O Box 1898
Hattiesburg, MS 39403



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, May 19, 2020

Re: Acknowledge receipt of audit for the Library of Hattiesburg, Petal and Forrest County for the fiscal year ended September 30, 2019 from Herzog CPA Company, PLLC
File Number: 2020-331
Minute Book #

Summary

Acknowledge receipt of audit for the Library of Hattiesburg, Petal and Forrest County for the fiscal year ended September 30, 2019 from Herzog CPA Company, PLLC.

Recommendation Statement

I recommend acknowledgement of this item.

Please place this on the May 19, 2020 City Council meeting for consideration.

**Library of Hattiesburg, Petal, and Forrest County
Financial Report
With Additional Information
For the Year Ended September 30, 2019**

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY

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HERZOG CPA COMPANY, PLLC

Angela T. Herzog, CPA

12 98 Place Boulevard • P.O. Box 17986 • Hattiesburg, Mississippi 39404

Phone 601-271-8860 • Fax 601-271-8921

145 Republic Street • Suite 211 • Madison, Mississippi 39110

INDEPENDENT AUDITORS' REPORT

Members of the Library Board

The Library of Hattiesburg, Petal, and Forrest County

Hattiesburg, Mississippi

Report on the Financial Statements

We have audited the accompanying basic financial statements of The Library of Hattiesburg, Petal and Forrest County, for the year ended September 30, 2019, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of The Library of Hattiesburg, Petal and Forrest County, as of September 30, 2019, and the respective changes in financial position and cash flows for the year ended in conformity with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Schedule of the Library's Proportionate Share of the Net Pension Liability, the Schedule of the Library's Contributions, the Schedule of the Library's Proportionate Share of the Net OPEB Liability, the Schedule of the Library's Contributions-OPEB, the Budgetary Comparison Schedule and corresponding notes be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 19, 2020, on our consideration of The Library of Hattiesburg, Petal, and Forrest County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing on internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Herzog CPA Company, PLLC

HERZOG CPA COMPANY, PLLC
Hattiesburg, Mississippi
March 19, 2020

**THE LIBRARY OF HATTIESBURG, PETAL,
AND FORREST COUNTY
FINANCIAL STATEMENTS**

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Statement of Net Position
September 30, 2019

Assets	
Cash and cash equivalents	\$ 3,075,806
Property tax receivables	51,539
Prepaid assets	43,143
Total Current Assets	3,170,488
Fixed assets, net of accumulated depreciation	914,871
Total Assets	4,085,359
Deferred Outflows of Resources	
Deferred outflows-pension	219,307
Deferred outflows-OPEB	10,782
Total Deferred Outflows of Resources	230,089
Total Assets and Deferred Outflows of Resources	4,315,448
Liabilities	
Current Liabilities	
Accounts payable and accrued liabilities	23,499
Current portion of OPEB liability	5,983
Total Current Liabilities	29,482
Long-term liabilities	
Due in more than one year	
Accrued compensated absences	49,014
Net pension liability	1,862,286
Long-term portion of OPEB liability	120,210
Total Long-term Liabilities	2,031,510
Total Liabilities	2,060,992
Deferred Inflows of Resources	
Deferred inflows-pension	10,224
Deferred inflows-OPEB	8,991
Total Deferred Inflows of Resources	19,215
Total Liabilities and Deferred Inflows of Resources	2,080,207
Net Position	
Net investment in capital assets	914,871
Restricted for unemployment insurance	5,000
Unrestricted	1,315,370
Total Net Position	2,235,241
Total Liabilities, Deferred Inflows of Resources, and Net Position	\$ 4,315,448

See accompanying notes and accountants' report.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Statement of Activities
For the Year Ended September 30, 2019

Revenue

Property taxes	\$ 1,779,988
Intergovernmental	176,389
Interest on investments	53,739
Contributions and donations	12,803
Library fines and fees	61,749
Other miscellaneous	3,565
Total Revenue	<u><u>2,088,233</u></u>

Expenses

Salaries and fringe benefits	1,228,095
Supplies	38,256
Professional and contractual services	21,586
Conferences, workshops, and travel	10,822
Insurance and bonds	47,831
Utilities	147,733
Repair and maintenance	197,975
Depreciation	348,350
Total Expenses	<u><u>2,040,648</u></u>

Other Expense

Loss on Disposal of Assets	<u>(1,048)</u>
----------------------------	----------------

Change in Net Position 46,537

Net Position-Beginning of Year 2,188,704

Net Position-End of Year \$ 2,235,241

See accompanying notes and accountants' report.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Statement of Activities
For the Year Ended September 30, 2019

Function/Program	<u>Expenses</u>	<u>Program Revenue</u>		Net (Expenses)
		<u>Charges for</u>	<u>Operating</u>	Revenue and
		<u>Services</u>	<u>Grants</u>	Changes in Net
				Position-
				Governmental
				Activities
Function/Program	\$ (2,041,696)	\$ 61,749	\$ 176,389	\$ (1,803,558)
Governmental activities-				
Library services/operations				
General revenue				
Property taxes				1,779,988
Interest on investments				53,739
Contributions and donations				12,803
Other miscellaneous				3,565
Total General Revenue				1,850,095
Change in Net Position				46,537
Net Position-Beginning of Year				2,188,704
Net Position-End of Year				\$ 2,235,241

See accompanying notes and accountants' report.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Balance Sheet
September 30, 2019

Assets

Cash and cash equivalents	\$ 3,075,806
Receivables	51,539
Prepaid assets	43,143
Total Assets	<u>\$ 3,170,488</u>

Liabilities and Fund Balance

Liabilities

Accounts payable and accrued liabilities	<u>\$ 23,499</u>
--	------------------

Fund Balance

Nonspendable:	
Prepaid assets	43,143
Restricted for:	
Unemployment insurance	5,000
Unassigned	3,098,846
Total fund balance	<u>3,146,989</u>
Total Liabilities and Fund Balance	<u>\$ 3,170,488</u>
 Total Fund Balance-modified Accrual Basis	 \$ 3,146,989

Amounts reported in the statement of net position are different because:

Capital assets are not financial resources, and are not reported in the funds.	914,871
Compensated absences are included as a liability	(49,014)
Deferred outflows of resources related to pension reported in governmental activities is not a financial resource, and therefore, is not reported in the funds.	219,307
Deferred outflows of resources related to OPEB reported in governmental activities is not a financial resource, and therefore, is not reported in the funds.	10,782
Long-term liabilities are not due and payable in the current period, and therefore, are not reported in the funds.	(1,988,479)
Deferred inflows of resources related to pension are not due and payable in the current period, and therefore, are not reported in the funds.	(10,224)
Deferred inflows of resources related to OPEB are not due and payable in the current period, and therefore, are not reported in the funds.	<u>(8,991)</u>
Net Position of General Fund-full Accrual Basis	<u>\$ 2,235,241</u>

See accompanying notes and accountants' report.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Statement of Revenue, Expenditures, and Changes in Fund Balance
For the Year Ended September 30, 2019

Revenue

Property taxes	\$ 1,779,988
Intergovernmental	176,389
Interest on investments	53,739
Contributions and donations	12,803
Library fines and fees	61,749
Other miscellaneous	3,565
Total revenue	<u>2,088,233</u>

Expenditures

Salaries and fringe benefits	1,023,755
Supplies	38,256
Library books and materials	280,674
Professional and contractual services	21,586
Conferences, workshops, and travel	10,822
Insurance and bonds	47,831
Utilities	147,733
Repair and maintenance	428,700
Total expenditures	<u>1,999,357</u>

Excess of revenue over expenditures 88,876

Fund balance - Beginning of year 3,058,113

Fund balance - End of year \$ 3,146,989

See accompanying notes and accountants' report.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Reconciliation of the Statement of Revenue, Expenditures and
Changes in Fund Balance to the Statement of Activities
For the Year Ended September 30, 2019

Net change in fund balances-modified accrual basis	\$ 88,876
--	-----------

Amounts reported in the statement of activities are different because:

Capital outlays are reported as expenditures in the Statement of Revenue, Expenditures, and Changes in Fund Balance; in the Statement of Activities, these costs are allocated over their estimated useful lives as depreciation:

Loss on disposal	(1,048)
Fixed asset purchases	511,399
Depreciation	(348,350)

Decrease in the accrual for long-term compensated absences	5,723
(Increase) in other post employee benefits payable	<u>(210,063)</u>

Change in net position of general fund-full accrual basis	<u><u>\$ 46,537</u></u>
---	-------------------------

See accompanying notes and accountants' report.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY

Notes to Financial Statements For the Year Ended September 30, 2019

Note 1 – Nature of Organization and Summary of Significant Accounting Policies

The Library of Hattiesburg, Petal, and Forrest County (The Library), is a City/County Library which provides library services to the citizens of the City of Hattiesburg, the City of Petal, and Forrest County. The Library is completely dependent upon these municipalities and the County as they jointly provide The Library's operating funds (property taxes), facilities, land, equipment, furniture and fixtures. However, the Library is not a component unit of any of the participating governments.

The accounting policies of The Library conform to accounting principles generally accepted in the United States of America as applicable to governmental units. The following is a summary of the significant accounting policies:

In June 1999, the GASB issued Statement No. 34, *Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments*. Certain of the significant changes in the Statement include the following:

- A Management's Discussion and Analysis (MD&A) section providing an analysis of the Library's overall financial position and results of operations
- Financial statements prepared using full accrual accounting for all of the Library's activities
- A change in the fund financial statements to focus on the major funds

These and other changes are reflected in the accompanying financial statements including notes to financial statements.

Reporting Entity

The Library was established as a special-purpose government under Mississippi Code Sections 39-3-1. It is a jointly governed entity (joint venture), as allowed by Mississippi Code Section 39-3-9, governed by the City of Hattiesburg, the City of Petal, and Forrest County. The Library's board of trustees is appointed by the City of Hattiesburg (6), the City of Petal (3), and Forrest County (6). The Library is not a taxable entity and does not file an income tax return.

The Library is primarily funded through a tax levy, fines and fees, and charitable donations. Revenue is used to operate and staff the Library. The accompanying general purpose financial statements have been prepared in accordance with criteria established by the Governmental Accounting Standards Board for determining the various governmental organizations to be included in the reporting entity. Based on the significance of any operational or financial relationships with the Library, there are no component units to be included in these financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The Library's basic financial statements include both government-wide (reporting the Library as a whole) and fund financial statements (reporting the Library's major fund).

Government-wide Financial Statements

The government-wide financial statements (i.e., the statement of Net Position and the statement of activities) are reported using the economic resources measurement focus and the accrual basis of accounting. Revenue is recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenue in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to Financial Statements
For the Year Ended September 30, 2019

Note 1 – Nature of Organization and Summary of Significant Accounting Policies (continued)

The Statement of Net Position includes and recognizes all long-term assets and receivables as well as long-term debt and obligations. The Library's Net Position are reported in three parts – invested in capital assets, net of related debt; restricted Net Position; and unrestricted Net Position.

The Statement of Activities demonstrates the degree to which the direct expense of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenue includes (1) charges to library patrons who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and (2) grants and contributions that are restricted to meet the operational or capital requirements of a particular function or segment. Taxes and other items are not properly included among program revenues, and are reported instead as general revenue.

Equity Classifications

Government-wide Financial Statements:

Equity is classified as Net Position and displayed in three components:

Net investment in capital assets – Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, notes or other borrowings attributable to the acquisition, construction or improvements of those assets.

Restricted Net Position – Consists of Net Position with constraints placed on the use either by external groups such as creditors, grantors, contributors, or laws and regulations of other governments; or law through constitutional provisions or enabling legislation.

Unrestricted Net Position – All other Net Position not meeting the definition of “restricted” or “net investment in capital assets.”

Fund Financial Statements

Governmental financial statements are presented using a current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized in the accounting period when they are both measurable and available to finance operations during the year or to liquidate liabilities existing at the end of the year. Available means collected in the current period or within 60 days after year end to liquidate liabilities existing at the end of the year. Measurable means knowing or being able to reasonably estimate the amount. Expenditures are recognized in the accounting period when the related fund liabilities are incurred. Debt service expenditures and expenditures related to compensated absences and claims and judgments, are recognized only when payment is due. Property taxes, state appropriations, and federal awards are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period.

The Library reports the following major Governmental Fund:

General Fund – This fund is used to account for all activities of the general government for which a separate fund has not been established.

Fund balances for governmental funds are reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to Financial Statements
For the Year Ended September 30, 2019

Note 1 – Nature of Organization and Summary of Significant Accounting Policies (continued)

Fund Financial Statements (continued)

Government fund balance is classified as nonspendable, restricted, committed, assigned or unassigned. The following are descriptions of fund classifications used by the Library:

Nonspendable fund balance includes amounts that cannot be spent. This includes amounts that are either not in a spendable form (inventories, prepaid amounts, long-term portion of loans/notes receivables, or property held for resale unless the proceeds from the collection of those receivables or the sale of those properties are restricted, committed or assigned) or amounts that are legally or contractually required from to be maintained intact, such as a principal balance of a permanent fund.

Restricted fund balance includes amounts that have constraints placed upon the use of the resources either by an external party or imposed by law through a constitutional provision or enabling legislation.

Unassigned fund balance is the residual classification for the General Fund. This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed or assigned to specific purposes within the General Fund. The General Fund should be the only fund that reports a positive unassigned fund balance amount. In other governmental funds if expenditures incurred for specific purposes exceeded the amounts restricted, committed or assigned to those purposes, it may be necessary to report a negative unassigned fund balance.

When an expenditure is incurred for purposes for which both restricted and unrestricted (committed, assigned or unassigned) resources are available, it is the Library's general policy to use restricted resources first. When expenditures are incurred for purposes for which unrestricted (committed, assigned or unassigned) resources are available, and amounts in any of these unrestricted classifications could be used, it is the Library's general policy to spend committed resources first, followed by assigned amounts, and then unassigned amounts.

Financial Statement Amounts

Bank Deposits and Investments – The Library has defined cash and cash equivalents to include cash on hand, demand deposits, and short-term investments with a maturity of three months or less when acquired.

Property Taxes Receivable – Property taxes receivable represents property taxes already levied and collected by members of the joint venture, or to be collected and remitted within 60 days after the balance sheet date.

Capital Assets – Capital assets are defined by the Library as assets with an initial cost of more than \$500 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost. Donated assets are recorded at estimated fair market value at the date of donation. Additions, improvements, and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred. Depreciation on all assets is provided on the straight-line basis over the following estimated useful lives:

Furniture and equipment	5 years
Library books and materials	5 years
Leasehold Improvements	10 years

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to Financial Statements
For the Year Ended September 30, 2019

Note 1 – Nature of Organization and Summary of Significant Accounting Policies (continued)

Financial Statement Amounts (continued)

Deferred Outflows of Resources – In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of future periods and so will not be recognized as an outflow of resources (expense/expenditure) until then. The Library has incurred deferred outflows that are related to pension reporting and other post employment benefits reporting. See Notes 5 and 6 for additional details.

Compensated Absences (Vacation and Sick Leave) – It is the Library's policy to permit employees to accumulate earned but unused sick and vacation pay benefits. There is no liability for unpaid accumulated sick leave since the Library does not have a policy to pay any amounts when employees separate from service with the Library. All vacation pay is accrued when incurred in the government-wide financial statements.

Deferred Inflows of Resources – In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. The separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to future periods and so will not be recognized as an inflow of resources (revenue) until that time. The deferred inflows are related to pension reporting and other post employment benefits reporting. See Notes 5 and 6 for additional information.

Pensions – For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Public Employees' Retirement System (PERS) and additions to/deductions from PERS' fiduciary net position have been determined on the same basis as they are reported by PERS. For this purpose, the benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Postemployment Benefits Other than Pensions (OPEB) – For the purposes of measuring the net OPEB liability, deferred outflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the State and School Employees' Life and Health Plan (OPEB Plan) and additions to/deductions from the OPEB Plan's fiduciary net position has been determined on the same basis as they are reported by the OPEB Plan. Fiduciary net position was zero as the measurement date June 30, 2018. For this purpose, the OPEB Plan recognizes benefit payments when due and payable in accordance with the benefit terms.

Fund Equity – In the fund financial statements, governmental funds report reservations of fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. These amounts include fund balance designated for unemployment insurance by the board. Designation of fund balance represents tentative management plans that are subject to change.

Use of Estimates – The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Note 2 – Deposits and Investments

In accordance with state statutes, the Library maintains deposits within approved limits at those depositories authorized by the board of trustees. State statutes require that all of the Library's deposits be protected by insurance or collateral. The market value of the collateral pledged must equal 105 percent of the deposits not covered by insurance. The Library's deposits were fully collateralized as of September 30, 2019.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to Financial Statements
For the Year Ended September 30, 2019

Note 3 – General Fixed Assets

A summary of changes in general fixed assets is as follows:

	Balance Beginning of Year	Additions	Deletions	Balance End of Year
Furniture and equipment	\$ 984,382	\$ 22,396	\$ (16,542)	\$ 990,236
Library books and materials	5,384,588	280,674	-	5,665,262
Leasehold Improvements	1,089,900	208,329	-	1,298,229
Total	7,458,870	511,399	(16,542)	7,953,727
Accumulated depreciation	(6,706,000)	(348,350)	15,494	(7,038,856)
Net book value	<u>\$ 752,870</u>	<u>\$ 163,049</u>	<u>\$ (1,048)</u>	<u>\$ 914,871</u>

Note 4– Long-term Debt

Outstanding Debt

A summary of the debt outstanding of the Library at September 30, 2019, is as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
Other long-term liabilities				
Compensated absences	<u>\$ 54,737</u>	<u>\$ -</u>	<u>\$ (5,723)</u>	<u>\$ 49,014</u>

The compensated absences represent the estimated liability to be paid to employees under the Library's vacation pay policy. Under the Library's policy, employees earn vacation time based on time of service with the Library.

Note 5 – Pension Plan Obligations

General Information about the Pension Plan

Plan Description

The Library is a member of the Public Employees' Retirement System of Mississippi (PERS), a cost-sharing multiple employer defined benefit pension plan as defined in GASB Statement Number 68, Accounting and Financial Reporting for Pensions. Membership in PERS is a condition of employment and is granted upon hiring for qualifying employees of the Library. Code Section 25-11-15, Mississippi Code Ann. (1972) grants the authority for general administration and proper operation of PERS to the PERS Board of Trustees (PERS Board). PERS issues a publicly available Comprehensive Annual Financial Report that can be obtained at www.pers.ms.gov.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to Financial Statements
For the Year Ended September 30, 2019

Note 5 – Pension Plan Obligations (continued)

Benefits Provided

For the cost-sharing plan, participating members who are vested and retire at or after age 60 or those who retire regardless of age with at least 30 years of creditable service (25 years of creditable service for employees who became members of PERS before July 1, 2011), are entitled upon application, to annual retirement allowance payable monthly for life in an amount equal to 2.00% of their average compensation for each year of creditable service up to and including 30 years (25 years for those who became members of PERS before July 1, 2011), plus 2.50% for each additional year of creditable service with an actuarial reduction in the benefit for each year of creditable service below 30 years or the number of years in age that the member is below 65, whichever is less. Average compensation is the average of the employee's earnings during the four highest compensated years of creditable service. A member may elect a reduced retirement allowance payable for life with the provision that, after death, a beneficiary receives benefits for life or for a specified number of years. Benefits vest upon completion of eight (8) years of membership service (four years of membership service for those who became members of PERS before July 1, 2007). PERS also provides certain death and disability benefits. In the event of death prior to retirement of any member whose spouse and/or children are not entitled to a retirement allowance, the deceased member's accumulated contributions and interest are paid to the designated beneficiary. Benefit provisions are established by Section 25-11-1 et seq., Mississippi Code Ann. (1972) and may be amended only by the State Legislature.

A Cost of Living Adjustment (COLA) payment is made to eligible retirees and beneficiaries. The COLA is equal to 3.00% of the annual retirement allowance for each full fiscal year of retirement up to the year in which the retired member reaches age 60 (55 for those who became members of PERS before July 1, 2011), with 3.00% compounded for each fiscal year thereafter.

Contributions

Per Chapter 11 of Title 25, Mississippi Code Ann. (1972), contribution requirements of plan members and their employers are established and may be amended only by the PERS Board. The adequacy of the rates is assessed annually by actuarial valuation. For the years ended September 30, 2019, member employees were required to contribute 9.00% of their annual pay, while the Library's required contribution rate was 15.75% of annual covered payroll through June 30, 2019, and at the current employer contribution rate (17.40%) thereafter. The Library's employer contributions to PERS for the year ended September 30, 2019 were \$113,183 (employer share). The contributions for the year met the required contributions.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to Financial Statements
For the Year Ended September 30, 2019

Note 5- Pension Plan Obligations (continued)

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At September 30, 2019, The Library reported a liability of \$1,862,286 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2019 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The Library's proportion of the net pension liability was based on employer contributions to PERS for the plan's fiscal year ended June 30, 2019, relative to the total employer contributions of participating employers to PERS. At September 30, 2019, the Library's proportion was .010586%. This was an increase of .000586% from its proportionate share used to calculate the September 30, 2018 net pension liability, which was based on a measurement date of June 30, 2018.

For the year ended September 30, 2019, The Library, recognized pension expense of \$327,859. At September 30, 2019, The Library reported deferred outflows or resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	\$ 13,709	\$ 8,574
Net difference between projected and actual earnings on pension plan investments	30,406	-
Changes of assumptions	34,169	1,650
Changes in the proportion and differences between the Library's contributions and proportionate share of contributions	109,908	-
Contributions subsequent to the measurement date	31,115	-
	<u>\$ 219,307</u>	<u>\$ 10,224</u>

At September 30, 2019, The Library reported \$31,115 as deferred outflows of resources related to pensions resulting from employer contributions subsequent to the measurement date that will be recognized as a reduction of the net pension liability in the year ending September 30, 2020. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending September 30	Amount
2020	\$ 111,341
2021	36,116
2022	22,008
2023	8,503
	<u>\$ 177,968</u>

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to Financial Statements
For the Year Ended September 30, 2019

Note 5 – Pension Plan Obligations (continued)

Actuarial Assumptions

The total pension liability used in the June 30, 2019, actuarial valuation was determined using the following actuarial assumptions and other inputs:

Inflation	2.75%
Salary increases	3.00%-18.25%, average, including inflation
Investment rate of return	7.75%, net of pension plan investment expense, including inflation

Mortality rates were based on the PubS.H-2010(B) Retiree Table with the following adjustments: For males, 112% of male rates from ages 18 to 75 scaled down to 105% for ages 80 to 119. For females, 85% of the female rates from ages 18 to 65 scaled up to 102% for ages 75 to 119. Mortality rates will be projected generationally using the MP-2018 projection scale to account for future improvements in life expectancy.

The long-term expected rate of return on pension plan investments was determined using a log-normal distribution analysis in which best-estimate ranges of expected future real rates of return (expected nominal returns, net of pension plan investment expense and the assumed rate of inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation Percentage	Long-term Expected Real Rate of Return
Domestic equity	27.00 %	4.90 %
International equity	22.00	4.75
Global equity	12.00	5.00
Fixed income	20.00	1.50
Real estate	10.00	4.00
Private equity	8.00	6.25
Cash	1.00	.25
	<u>100.00 %</u>	

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to Financial Statements
For the Year Ended September 30, 2019

Note 5 – Pension Plan Obligations (continued)

Actuarial Assumptions (continued)

Discount Rate

The discount rate used to measure the total pension liability was 7.75%. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the current contribution rate (9.00%) and that participating employer contributions will be made at the current employer contribution rate (17.40%). Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of The Library's proportionate share of the net pension liability to changes in the discount rate

The Library's proportionate share of the net pension liability has been calculated using a discount rate of 7.75%. The following presents The Library's proportionate share of the net pension liability calculated using a discount rate 1% higher and 1% lower than the current rate.

	1% Decrease (6.75%)	Current Discount Rate (7.75%)	1% Increase (8.75%)
Proportionate share of the net pension liability	\$ 2,448,040	\$ 1,862,286	\$ 1,378,799

Pension Plan Fiduciary Net Position

Detailed information about the pension's fiduciary net position is available in the separately issued PERS financial report.

Payable to the Pension Plan

At September 30, 2019, The Library has no amounts payable for outstanding contributions to the pension plan required for the year ended September 30, 2019.

Note 6 – Other Postemployment Benefits (OPEB)

General Information about the OPEB Plan.

Plan Description

State law mandates that all state, public education, library, junior and community college and retiring employees be offered health and life benefit coverage through the State and School Employees' Life and Health Insurance Plan (the Plan). The Plan was established by Section 25-15-3 et seq., Mississippi Code Ann. (1972), which may be amended only by the State Legislature. The State and School Employees' Health Insurance Management Board (the Board) administers the Plan. The Board has sole legal authority to promulgate rules and regulations governing the operations of the Plan within the confines of the law governing the Plan.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to Financial Statements
For the Year Ended September 30, 2019

Note 6 – Other Postemployment Benefits (OPEB) (continued)

General Information about the OPEB Plan. (continued)

The Plan is self-insured and is financed through premiums collected from employers, employees, retirees and COBRA participants. The Plan provides for Other Postemployment Benefits (OPEB) as a multiple-employer defined benefit OPEB plan. The Plan issues a publicly available financial report that can be obtained at <http://knowyourbenefits.dfa.ms.gov/>.

Benefits Provided

The Plan was formed by the State Legislature to provide group health and life benefits to full-time active and retired employees of the State, agencies, universities, community/junior colleges, public school district and public libraries. In addition, the spouse and/or children of covered employees and retirees, as well as surviving spouses and COBRA participants, may be eligible for health insurance coverage under the Plan. Benefits of the OPEB Plan consist of an implicit rate subsidy, which is essentially the difference between the average cost of providing health care benefits to retirees under age 65 and the average cost of providing health care benefits to all participants when premiums paid by retirees are not age adjusted. Employees' premiums are funded primarily by their employers. Retirees must pay their own premiums, as do active employees for spouse and dependent medical coverage. The Board has the sole authority for setting life and health insurance premiums for the Plan. Per Section 12-15-15 (10) Mississippi Code Ann. (1972), a retired employee electing to purchase retiree life and health insurance must pay the full cost of such insurance premium. If the Board determined actuarially that the premium paid by the participating retirees adversely affects the overall cost of the Plan to the State, then the Board may impose a premium surcharge, not to exceed 15%, upon such participating retired employees who are under the age for Medicare eligibility and who are initially employed before January 1, 2006. For participating retired employees who are under the age for Medicare eligibility and who are initially employed on or after January 1, 2006, the Board may impose a premium surcharge in an amount the Board determined actuarially to cover the full cost of insurance. The Plan offers a Base option and a Select option for health for benefits for non-Medicare participants. The Plan includes a separate coverage level for Medicare eligible retirees, Medicare eligible surviving spouses, and Medicare eligible dependents of retirees and surviving spouses.

Contributions

The Board has the sole authority for setting life and health insurance premiums for the Plan. The required premiums vary based on the plan selected and the type of participant. Employers pay no premiums for retirees while employees' premiums are funded primarily by their employer. Contributions to the OPEB plan from the Library were \$5,983 for the year ended June 30, 2019.

OPEB Liabilities, OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources related to OPEB

At June 30, 2019, the Library reported a liability of \$126,193 for its proportionate share of the net OPEB liability. The net OPEB was measured as of June 30, 2017, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as that date. The basis for the Library's proportion is determined by comparing the employer's average monthly employees participating in the Plan with the total average employees participating in the Plan in the fiscal year of all employers. The allocation was utilized because the level of premiums contributed by each employer is the same for any employee regardless of plan participation elections made by the employee. At the measurement date of June 30, 2018, the Library's proportion was .01631343%. This was an increase of .00004255% from the proportionate share as of the measurement date of June 30, 2017.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to Financial Statements
For the Year Ended September 30, 2019

Note 6 – Other Postemployment Benefits (OPEB) (continued)

OPEB Liabilities, OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources related to OPEB (continued)

For the year ended September 30, 2019, the Library recognized OPEB expense of \$6,992. At September 30, 2019, the Library reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Difference between expected and actual experience	\$ 257	\$ -
Changes of assumptions	-	8,991
Changes in the proportion and differences between the Library's contributions and proportionate share of contributions	4,542	-
Library contributions subsequent to the measurement date	5,983	-
Total	<u>\$ 10,782</u>	<u>\$ 8,991</u>

\$5,983 reported as deferred outflows of resources related to OPEB resulting from Library contributions subsequent to the measurement date will be recognized as a deduction to the net OPEB liability in the year ended September 30, 2020. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

<u>Year Ending September 30</u>	<u>Amount</u>
2020	\$ (807)
2021	(807)
2022	(807)
2023	(807)
2024	(738)
Thereafter	(226)
	<u>\$ (4,192)</u>

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to Financial Statements
For the Year Ended September 30, 2019

Note 6 – Other Postemployment Benefits (OPEB) (continued)

Actuarial Assumptions

The total OPEB liability in the June 30, 2018 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Inflation	3.00 percent
Salary increases	3.25-18.50 percent, including wage inflation
Long-term Investment Rate of Return, net of OPEB plan investment expense, including inflation	4.50 percent
Municipal Bond Index Rate	
Measurement Date	3.89 percent
Prior Measurement Date	3.56 percent
Year FNP is projected to be depleted	
Measurement Date	2018
Prior Measurement Date	2017
Single Equivalent Interest Rate, net of OPEB plan investment expense, including inflation	
Measurement Date	3.89 percent
Prior Measurement Date	3.56 percent
Health Care Cost Trends	
Medicare Supplement Claims	7.25 percent for 2018 decreasing to an
Pre-Medicare	ultimate rate of 4.75 percent by 2028

Both pre-retirement and post-retirement mortality rates were based on the RP 2014 Healthy Annuitant Blue Collar Table projected with Scale BB to 2022, male rates set forward 1 year and adjusted by 106% for males at all ages, and females adjusted to 90% for ages less than 76, 95% for age 76, 105% for age 78 and 110% for 79 and greater. Post-disability mortality rates based on the RP 2014 Disabled Retiree Mortality Table set forward 4 years for males and 3 years for females.

The demographic actuarial assumptions used in the June 30, 2018 valuation were based on the results of an actuarial experience study dated April 18, 2017.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to Financial Statements
For the Year Ended September 30, 2019

Note 6 – Other Postemployment Benefits (OPEB) (continued)

Actuarial Assumptions (continued)

The remaining actuarial assumptions (e.g., initial per capita costs, health care cost trends, rate of plan participation, rate of plan election, etc.) used in the June 30, 2018 valuation were based on a review of recent plan experience done concurrently with the June 30, 2018 valuation.

The long-term investment rate of return, net of OPEB plan investment expense, including inflation was 4.50%.

Discount Rate

The discount rate used to measure the total OPEB liability at June 30, 2018 was 3.89%. Since the Prior Measurement Date, the Discount Rate has changed from 3.56% to 3.89%.

The trust was established on June 28, 2018 with an initial contribution of \$1,000,000. The fiduciary net position is projected to be depleted immediately, therefore, the Municipal Bond Index Rate is used in the determination of the discount rate for both June 30, 2017 and June 30, 2018. The discount rate used to measure the total OPEB liability at June 30, 2018 was based on an average of the Bond Buyer General Obligation 20-year Municipal Bond Index Rates during the month of June published at the end of each week by Bond Buyer.

Sensitivity of the Library's proportionate share of the net OPEB liability to changes in the discount rate.

The following presents the Library's proportionate share of the net OPEB liability, as well as what the Library's proportionate share of the net OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (2.89 percent) or 1-percentage-point higher (4.89 percent) than the current discount rate:

	1% Decrease (2.89%)	Discount Rate (3.56%)	1% Increase (4.89%)
Net OPEB liability	\$ 139,881	\$ 126,193	\$ 114,420

Sensitivity of the Library's proportionate share of the net OPEB liability to changes in the healthcare cost trend rates.

The following presents the Library's proportionate share of the net OPEB liability, as well as what the Library's proportionate share of the net OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rates:

	1% Decrease	Healthcare Cost Trend Rates Current	1% Increase
Net OPEB liability	\$ 116,896	\$ 126,193	\$ 136,751

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to Financial Statements
For the Year Ended September 30, 2019

Note 6 – Other Postemployment Benefits (OPEB) (continued)

OPEB Plan Fiduciary Net Position

OPEB plan fiduciary net position. Detailed information about the OPEB plan's fiduciary net position is available in a separately issued report that can be found at <http://knowyourbenefits.dfa.ms.gov/>.

Note 7 – Risk Management

The Library is exposed to various risks of loss from torts; theft of, damage to, and destruction of assets; business interruption; errors and omissions; employee injuries and illnesses; and natural disasters. Commercial insurance coverage is purchased for claims arising from such matters. Settled claims have not exceeded this commercial coverage in any of the three preceding years.

The Library is exposed to risk of loss related to unemployment benefits paid to its employees. The Library pays premiums to a public entity risk pool (Mississippi Employment Security Commission Trust Fund) for future unemployment claims. The participation agreement provides that the pool will be self-sustaining through member premiums, and the risk of loss is shared among participating members. The Library's contribution rate to the pool has been set at the lowest rate during the last three years due to their low unemployment rate. Settled claims have not exceeded required contributions in any of the three preceding years.

Note 8 – Grants Received from Mississippi Library Commission

The following grants were received from the Mississippi Library Commission and included in intergovernmental revenue for the year ended September 30, 2019:

<u>Program</u>	<u>Contract Number</u>	<u>Amount</u>
Institutional Capability	FIC19-1911-43-0	\$ 3,000
Institutional Capability	FMC20-43-0	2,800
Professional Development	FPD19-1910-43-0	3,000
Total Federal		<u>8,800</u>
Life Insurance	SL19-361-43-0	775
Life Insurance	SL20-361-43-0	161
Health Insurance	SH19-360-43-0	73,819
Health Insurance	SH20-360-43-0	14,680
Personnel Incentive	SP19-362-43-0	58,706
Personnel Incentive	SP20-362-43-0	19,448
Total State		<u>167,589</u>
Grand Total		<u>\$ 176,389</u>

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to Financial Statements
For the Year Ended September 30, 2019

Note 9 – Effect of Deferred Amount on Net Position

The governmental activities' unrestricted net position amount of \$1,315,370 includes the effect of deferred inflows/outflows of resources related to pensions and OPEB. A portion of the deferred outflow of resources related to pension in the amount of \$31,115 and OPEB in the amount of \$5,983 resulting from Library contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability and OPEB liability in the year ended September 30, 2020. The \$188,192 balance of the deferred outflow of resources related to pensions at September 30, 2019, will be recognized in pension expense over the next four years. The \$4,799 balance of deferred outflow of resources related to OPEB at September 30, 2019 will be recognized in expense over the next six years. The \$10,224 balance of the deferred inflow of resources related to pension at September 30, 2019, will be recognized in pension expense over the next four years. The \$8,991 balance of deferred inflow of resources related to OPEB will be recognized in expense over the next six years.

Note 10 – Subsequent Events

Events that occur after the Statements of Net Position date but before the financial statements are available to be issued must be evaluated for recognition or disclosure. The effects of subsequent events that provide evidence about conditions that existed at the Statements of Net Position date are recognized in the accompanying financial statements. Subsequent events which provide evidence about conditions that existed after the Statements of Net Position date require disclosure in the accompanying notes. Management of The Library evaluated the activity through March 19, 2020, and determined that the following subsequent event requires disclosure in the notes to the financial statements:

In December 2019, a novel strain of coronavirus was reported to have surfaced in China. The spread of this virus began to cause some business disruption through reduced revenue. While this disruption is currently expected to be temporary, there is considerable uncertainty around the duration. However, the related financial impact and duration cannot be reasonably estimated at this time.

REQUIRED SUPPLEMENTARY INFORMATION

THE LIBRARY OF HATTIESBURG, PETAL AND FORREST COUNTY
Budgetary Comparison Schedule - Unaudited
For the Year Ended September 30, 2019

	Originally Adopted Budget	Final Amended Budget	Actual Balances	Variance Favorable (Unfavorable)
Revenue				
Property taxes	\$ 1,776,399	\$ 1,776,399	\$ 1,774,633	\$ (1,766)
Intergovernmental	160,552	160,552	177,728	17,176
Interest on investments	38,000	38,000	53,739	15,739
Contributions and donations	-	-	12,803	12,803
Library fines and fees	48,400	48,400	61,749	13,349
Other miscellaneous	-	-	3,565	3,565
Total Revenue	<u>2,023,351</u>	<u>2,023,351</u>	<u>2,084,217</u>	<u>60,866</u>
Expenditures				
Salaries and fringe benefits	1,087,351	1,087,351	1,024,311	63,040
Supplies	52,875	52,875	34,955	17,920
Library books and materials	306,000	306,000	306,000	-
Professional and contractual services	39,525	39,525	22,336	17,189
Conferences, workshops, and travel	14,000	14,000	10,909	3,091
Insurance and bonds	48,800	48,800	49,355	(555)
Utilities	194,050	194,050	145,747	48,303
Repair and maintenance	251,000	251,000	213,945	37,055
Capital outlay	29,750	29,750	208,255	(178,505)
Total Expenditures	<u>2,023,351</u>	<u>2,023,351</u>	<u>2,015,813</u>	<u>7,538</u>
Excess of Revenue Over Expenditures	-	-	68,404	68,404
Fund Balance - Beginning of Year	<u>1,920,601</u>	<u>1,920,601</u>	<u>3,658,141</u>	<u>1,737,540</u>
Fund Balance - End of Year	<u>\$ 1,920,601</u>	<u>\$ 1,920,601</u>	<u>\$ 3,726,545</u>	<u>\$ 1,805,944</u>

See accompanying notes and accountants' report.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Schedule of the Library's Proportionate
Share of the Net Pension Liability-Unaudited

Last 10 Years*

For the Years Ended September 30, 2019, 2018, 2017, 2016, 2015, and 2014

	2019	2018	2017	2016	2015	2014
Employer's proportion of the net pension liability (asset)	.010586	.010%	.010%	.012%	.011%	.011%
Employer's proportionate share of the net pension liability (asset)	\$ 1,862,286	\$ 1,663,297	\$ 1,662,339	\$ 2,143,500	\$ 1,700,383	\$ 1,335,199
Employer's covered payroll	\$ 699,891	\$ 660,032	\$ 648,451	\$ 727,740	\$ 687,392	\$ 687,232
Employer's proportionate share of the net pension liability (asset) as a percentage of its covered payroll	266.08%	252.00%	256.35%	294.54%	247.37%	194.29%
Plan fiduciary net position as a percentage of the total pension liability	61.59%	62.54%	61.49%	57.47%	61.70%	67.21%

Information above is presented as of the measurement date of June 30 of the fiscal year presented.

Information is not currently available for prior years; additional years will be displayed as they become available.

*This schedule is presented to illustrate the requirement to show information for 10 years. However, GASB Statement 68 was implemented in FYE 9/30/15, and, until a full 10-year trend is compiled, the Library has only presented information for the years in which information is available.

See Notes to the Required Supplementary Information

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY

Schedule of the Library's Contribution's-PERS-Unaudited

Last 10 Years*

For the Years Ended September 30, 2019, 2018, 2017, 2016, 2015, and 2014

	2019	2018	2017	2016	2015	2014
Contractually required contribution	\$ 113,183	\$ 103,955	\$ 102,131	\$ 114,619	\$ 108,264	\$ 108,239
Contributions in relation to the contractually required	(113,183)	(103,955)	(102,131)	(114,619)	(108,264)	(108,239)
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Employer's covered payroll	\$ 699,891	\$ 660,032	\$ 648,451	\$ 727,740	\$ 687,392	\$ 687,232
Contributions as a percentage of covered payroll	16.17%	15.75%	15.75%	15.75%	15.75%	15.75%

Information above is presented as of the Library's fiscal year.

*This schedule is presented to illustrate the requirement to show information for 10 years. However, GASB 68 was implemented in FYE 9/30/15, and, until a full 10-year trend is compiled, the Library has only presented information for the years in which information is available.

See Notes to the Required Supplementary Information

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Required Supplementary Information
Schedule of the Library's Proportionate
Share of the Net OPEB Liability-Unaudited
Last 10 Fiscal Years*
For the Years 2019 and 2018

	<u>2019</u>	<u>2018</u>
Library's proportion of the net OPEB liability	0.01631343%	0.01627088%
Library's proportionate share of the net OPEB liability	\$ 126,193	\$ 127,663
Library's covered employee payroll	\$ 699,891	\$ 660,032
Library's proportionate share of the net OPEB liability as a percentage of its covered employee payroll	18.03%	19.34%
Plan fiduciary net position as a percentage of the Total OPEB liability	0.13%	0.00%

The notes to the required supplementary information are an integral part of this schedule.

*The amounts presented for each fiscal year were determined as of the measurement date of 6/30 of the year prior to the fiscal year presented.

This schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is complied, the Library has only presented information for the years in which information is available.

See Notes to the Required Supplementary Information

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Required Supplementary Information
Schedule of the Library's Contributions-OPEB-Unaudited
Last 10 Fiscal Years*
For the Years 2019 and 2018

	<u>2019</u>	<u>2018</u>
Actuarially determined contribution	\$ 5,983	\$ 5,438
Contributions in relation to the actuarially determined contribution	<u>(5,983)</u>	<u>(5,438)</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>
Library's covered employee payroll	\$ 699,891	\$ 660,032
Contributions as a percentage of covered employee payroll	0.85%	0.82%

The notes to the required supplementary information are an integral part of this schedule.

* This schedule is presented to illustrate the requirement to show information for 10 years. However, GASB Statement No. 75 was implemented in FYE 6/30/2018, and, until a full 10-year trend is compiled, the Library has only presented information for the years in which information is available.

See Notes to the Required Supplementary Information

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to the Required Supplementary Information-Unaudited
For the Year Ended September 30, 2019

A. Budgetary Information.

The Library's budget is prepared principally on the cash basis of accounting. All appropriations lapse at year end, and there are no encumbrances to budget because state law does not require that funds be available when goods or services are ordered, only when payment is made.

B. Basis of Presentation.

The Budgetary Comparison Schedule – Budget and Actual (Non-GAAP Basis) presents the original legally adopted budget, the final legally adopted budget, actual amounts on a budgetary (Non-GAAP) basis, and variances between the final budget and the actual amounts.

C. Budget/GAAP Reconciliation.

The major differences between the budgetary basis and the GAAP basis are:

1. Revenues are recorded when received in cash (budgetary) as opposed to when susceptible to accrual (GAAP).
2. Expenditures are recorded when paid in cash (budgetary) as opposed to when susceptible to accrual (GAAP).

The following schedule reconciles the budgetary basis schedules to the GAAP basis financial statements:

	Governmental Fund
Budget (Cash Basis)	\$ 68,404
Increase (Decrease)	
Net adjustments for revenue accrual	4,015
Net adjustments for expenditure accruals	16,457
GAAP Basis	<u>\$ 88,876</u>

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to the Required Supplementary Information-Unaudited
For the Year Ended September 30, 2019

D. Pension Schedules.

Changes of Assumptions.

2019

- The expectation of retired life mortality was changed to the PubS.H-2010(B) Retiree Table with the following adjustments:
For males, 112% of male rates from ages 18 to 75 scaled down to 105% for ages 80 to 119.
For females, 85% of the female rates from 18 to 65 scaled up to 102% for ages 75 to 119.
Projection scale MP-2018 will be used to project future improvements in life expectancy generationally.
- The expectation of disabled mortality was changed to PubT.H-2010 Disabled Retiree Table for disabled retirees with the following adjustments:
For males, 137% of male rates at all ages.
For females, 115% of female rates at all ages.
Projection scale MP-2018 will be used to project future improvements in life expectancy generationally.
- The price inflation assumption was reduced from 3.00% to 2.75%.
- The wage inflation assumption was reduced from 3.25% to 3.00%.
- Withdrawal rates, pre-retirement mortality rates, and service retirement rates were also adjusted to more closely reflect actual experience.
- The percentage of active member disabilities assumed to be in the line of duty was increased from 7% to 9%.

2017

- The expectation of retired life mortality was changed to the RP-2014 Healthy Annuitant Blue Collar Mortality Table projected with Scale BB to 2022. Small adjustments were also made to the Mortality Table for disabled lives.
- The wage inflation assumption was reduced from 3.75% to 3.25%.
- Withdrawal rates, pre-retirement mortality rates, disability rates, and service retirement rates were also adjusted to more closely reflect actual experience.
- The percentage of active member disabilities assumed to be in the line of duty was increased from 6% to 7%.

2016

- The assumed rate of interest credited to employee contributions was changed from 3.50% to 2.00%.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to the Required Supplementary Information-Unaudited
For the Year Ended September 30, 2019

D. Pension Schedules. (continued)

2015

- The expectation of retired life mortality was changed to the RP-2014 Healthy Annuitant Blue Collar Table projected to 2016 using Scale BB rather than the RP-2000 Mortality Table, which was used prior to 2015.
- The expectation of disabled mortality was changed to the RP-2014 Disabled Retiree Table, rather than the RP-2000 Disabled Mortality Table, which was used prior to 2015.
- Withdrawal rates, pre-retirement mortality rates, disability rates and service retirement rates were also adjusted to more closely reflect actual experience.
- Assumed rates of salary increase were adjusted to more closely reflect actual and anticipated experience.
- The price inflation and investment rate of return assumptions were changed from 3.50% to 3.00% and 8.00% to 7.75%, respectively.

Changes in Benefit Provisions.

2016

- Effective July 1, 2016, the interest rate on employee contributions shall be calculated based on the money market rate as published by the Wall Street Journal on December 31 of each proceeding year with a minimum rate of 1% and a maximum rate of 5%.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to the Required Supplementary Information-Unaudited
For the Year Ended September 30, 2019

Method and assumptions used in calculations of actuarially determined contributions. The actuarially determined contribution rates in the schedule of employer contributions are calculated as of June 30, two years prior to the end of the fiscal year in which contributions are reported (June 30, 2017 valuation for the June 30, 2019 fiscal year end). The following actuarial methods and assumptions were used to determine the most recent contribution rate reported in that schedule:

Actuarial cost method	Entry age
Amortization method	Level percentage of payroll, open
Remaining amortization period	38.4 years
Asset valuation method	5-year smoothed market
Price Inflation	3.00 percent
Salary increase	3.25 percent to 18.50 percent, including inflation
Investment rate of return	7.75 percent, net of pension plan investment expense, including inflation

SPECIAL REPORTS

HERZOG CPA COMPANY, PLLC

Angela T. Herzog, CPA

12 98 Place Boulevard • P.O. Box 17986 • Hattiesburg, Mississippi 39404

Phone 601-271-8860 • Fax 601-271-8921

145 Republic Street • Suite 211 • Madison, Mississippi 39110

**INDEPENDENT AUDITORS' REPORT
ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN
AUDIT OF THE FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

Members of the Library Board
The Library of Hattiesburg, Petal, and Forrest County
Hattiesburg, Mississippi

Independent Auditors' Report

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of The Library of Hattiesburg, Petal, and Forrest County as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise The Library of Hattiesburg, Petal and Forrest County's basic financial Statements, and have issued our report thereon dated March 19, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered The Library of Hattiesburg, Petal, and Forrest County's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of The Library of Hattiesburg, Petal, and Forrest County's internal control. Accordingly, we do not express an opinion on the effectiveness of The Library of Hattiesburg, Petal, and Forrest County's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether The Library's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Herzog CPA Company, PLLC

HERZOG CPA COMPANY, PLLC
Hattiesburg, Mississippi
March 19, 2020



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc: Cecilia Jones
Date: Tuesday, May 19, 2020
Re: Acknowledge Proof of Publications for the month of April 2020.
File Number: 2020-327
Minute Book #

Summary

Acknowledge Proof of Publications for the month of April 2020.

Recommendation Statement

Acknowledge acceptance of Proof of Publications for the month of April 2020.

Please place this on the May 19, 2020 City Council meeting for consideration.

Hattiesburg Publishing, Inc.

P.O. Box 1110 • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, 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: 180 Published 2 times

Date 1st Published: Apr 02 Amt: 21.60

Date 2nd Published: Apr 09 Amt: 18.00

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

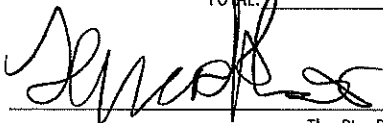
Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 39.60

Proof of Publication Fee: 3.00

TOTAL: 42.60

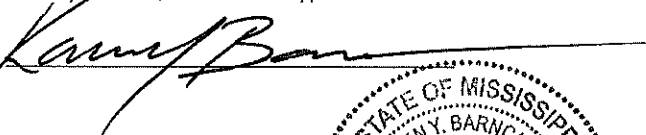
(signed)



The PineBelt NEWS

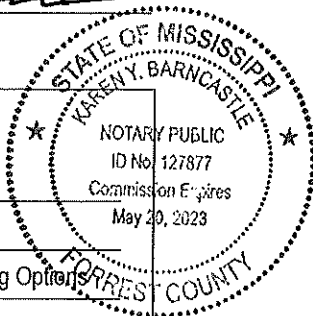
Sworn to and subscribed before me in my Presence, this 9th
day of April, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed)



FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - Virtual Meeting Options
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



NOTICE

Hattiesburg-Petal-Forrest-Lamar
Metropolitan Planning Organization

VIRTUAL MEETING OPTIONS

Notice is hereby given that the regularly scheduled meetings of the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (HPFL-MPO) are being held as scheduled. The Technical and Policy Committee meetings scheduled for April 8 and April 15, 2020 respectively, will convene as planned at the Train Depot Community Room, 308 Newman Street, Hattiesburg, MS at 10:00 a.m.

In light of new public health concerns, new meeting parameters have been established. Visitors and members alike are encouraged to participate electronically. No more than 10 individuals will be allowed entrance into the meeting. Social distancing guidelines will be imposed.

Individuals interested in attending the meeting are encouraged to do so electronically if at all possible. Please contact 601-545-6259 or mpo@hattiesburgms.com prior to the meeting date for instructions on accessing the meeting either by phone or by internet.

To ensure compliance with the Americans with Disabilities Act (ADA), persons with disabilities that require aids or services to participate can contact the HPFL-MPO office at (601) 545-6259; or e-mail mpo@hattiesburgms.com to make arrangements.

Published Apr 2, 9, 2020

Hattiesburg Publishing, Inc.

P.O. Box 1110 • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, 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: 247 Published 2 times

Date 1st Published: Apr 09 Amt: 29.64

Date 2nd Published: Apr 16 Amt: 24.70

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 54.34

Proof of Publication Fee: 3.00

TOTAL: 57.34

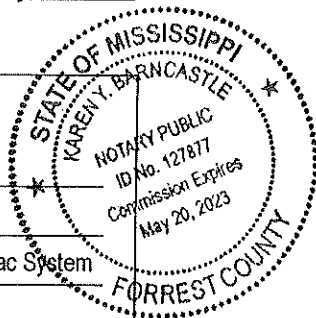
(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 16th
day of April, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) [Signature]

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - Bids Smoke Evac System
- ☐ Invoice #: 95995
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



ADVERTISEMENT FOR BIDS

Sealed bids will be received by the City of Hattiesburg at the Hattiesburg City Council Chamber located at 200 Forrest Street, Hattiesburg, MS, 39401 until 10 a.m. local time on Thursday, May 7, 2020, at which time all proposals will be opened and read aloud for:

Smoke Evacuation System for Public Safety Complex
701 James Street
Hattiesburg, Mississippi 39401

Bid documents may be obtained from www.hattiesburgsbids.com. Electronic bids may be submitted at www.hattiesburgsbids.com. For any questions regarding the electronic bidding process, please call Plan House at 662-407-0193. Bid preparation shall be in accordance with Instructions to Bidders bound in the Project Manual. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each bid must be received in a sealed envelope which is marked in the lower left-hand corner with the legend, "Smoke Evacuation System".

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities or irregularities therein.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Kermas Eaton /s/
TITLE: Kermas Eaton, City Clerk

Published Apr 9, 16, 2020



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, May 19, 2020

Re: Approve plans and specifications for the Sullivan Park Splash Pad project;
Authorize advertisement for bids.
File Number: 2020-328
Minute Book #

Summary

Approve plans and specifications for the Sullivan Park Splash Pad project; Authorize advertisement for bids.

Recommendation Statement

I recommend approval of this item.

Please place this on the May 19, 2020 City Council meeting for consideration.

SULLIVAN PARK SPLASH PAD
CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY

MAYOR

TOBY BARKER

CHIEF ADMINISTRATIVE OFFICER

ANN JONES

ENGINEERING DIRECTOR

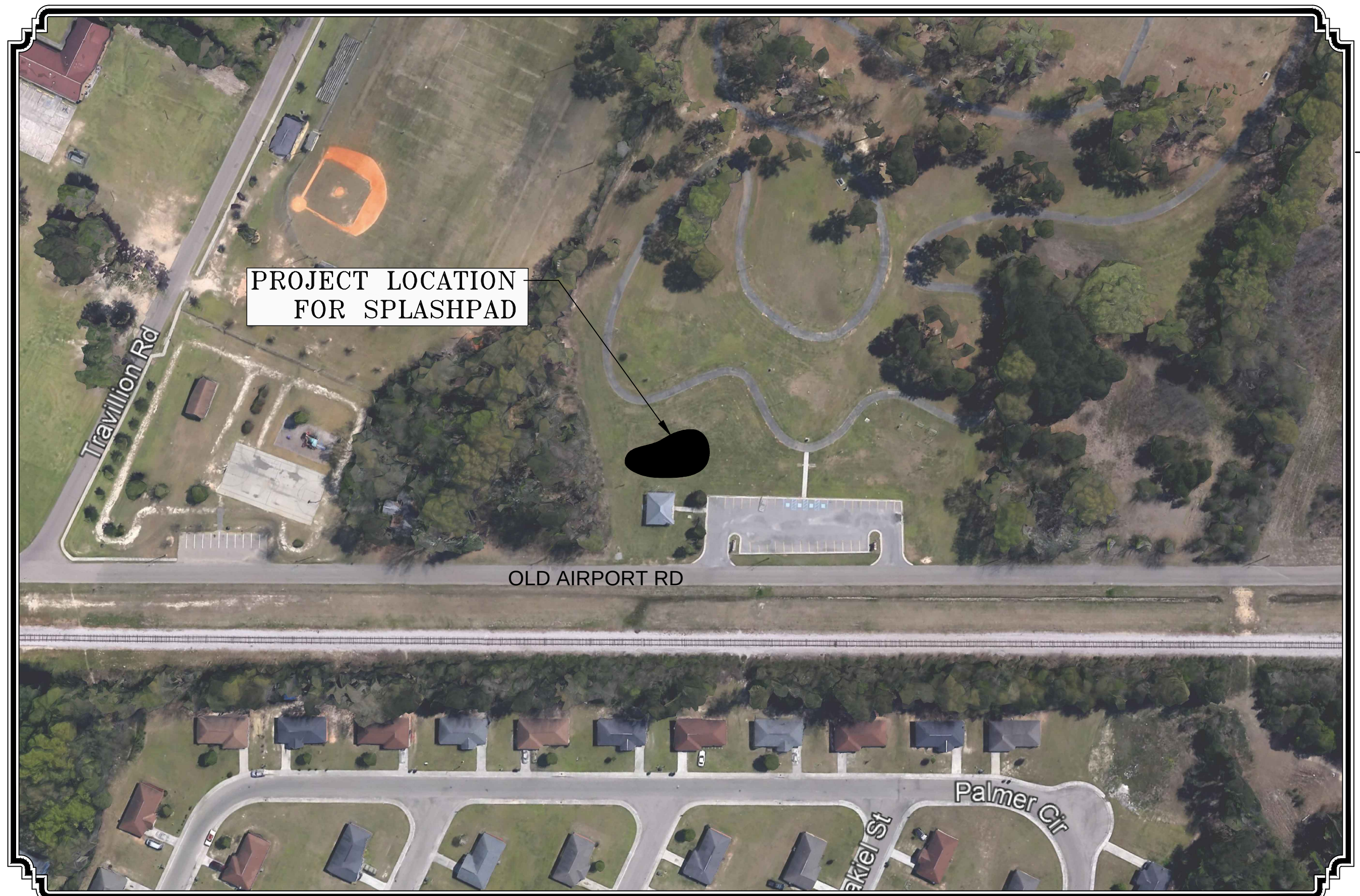
LAMAR RUTLAND, P.E.

COUNCIL MEMBERS

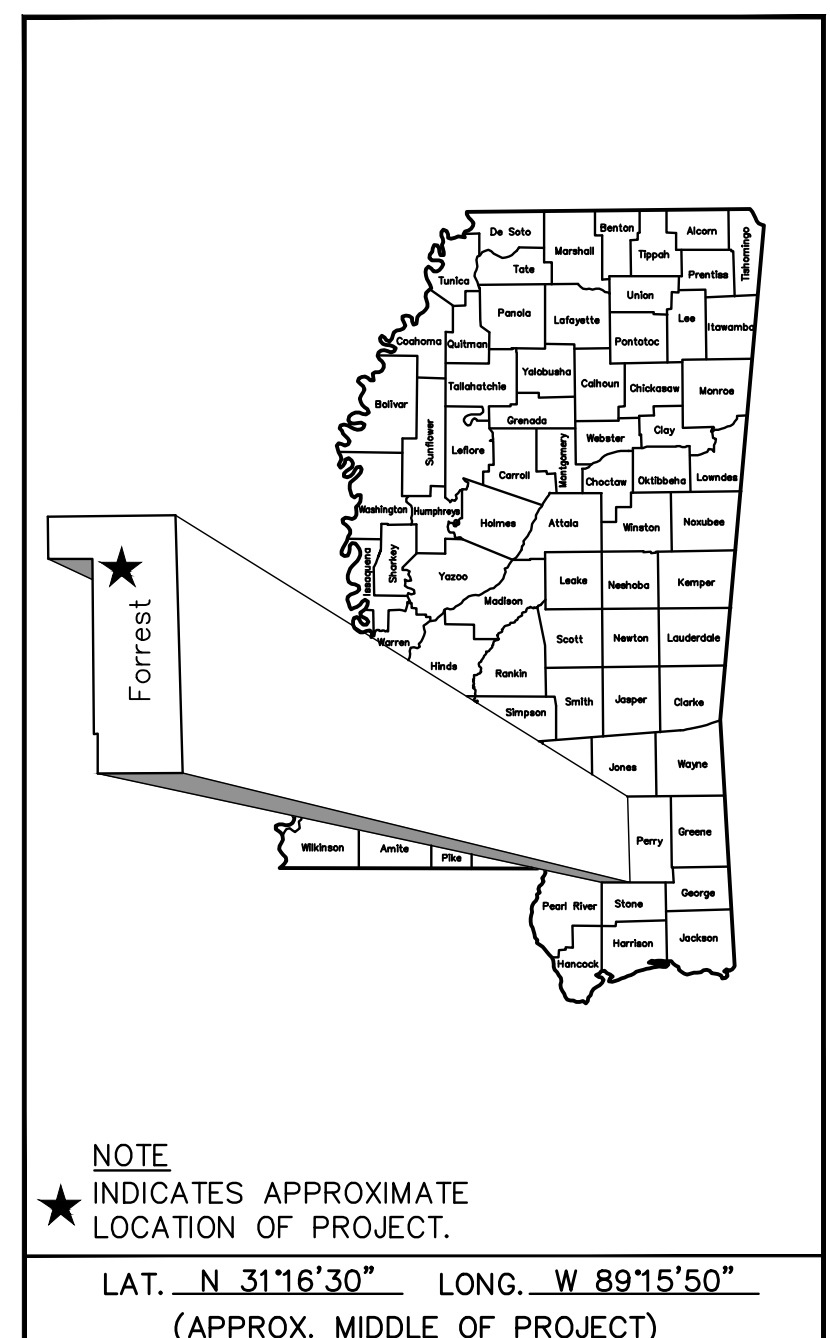
JEFFREY GEORGE	WARD 1
DEBORAH D. DELGADO	WARD 2
CARTER CARROLL	WARD 3
MARY DRYDEN	WARD 4
NICHOLAS BROWN	WARD 5

UTILITIES

CITY OF HATTIESBURG
MISSISSIPPI POWER
AT&T
WILLMUT GAS
COMCAST CABLE



VICINITY MAP
PROJECT LOCATION



PREPARED BY :
NEEL-SCHAFFER
Solutions you can build upon

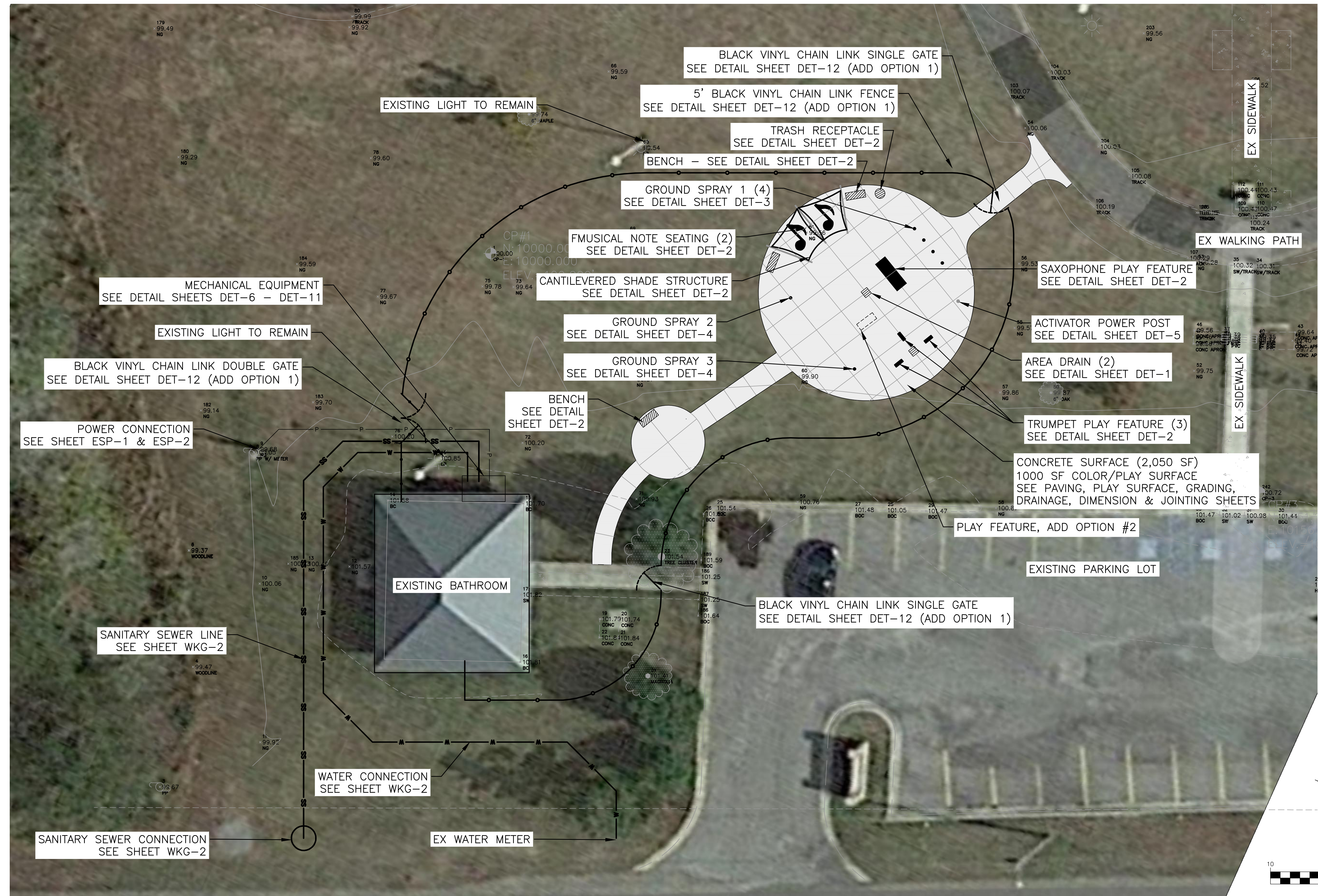


Russell Bryan, ASLA
MISSISSIPPI LICENSE NO. 518

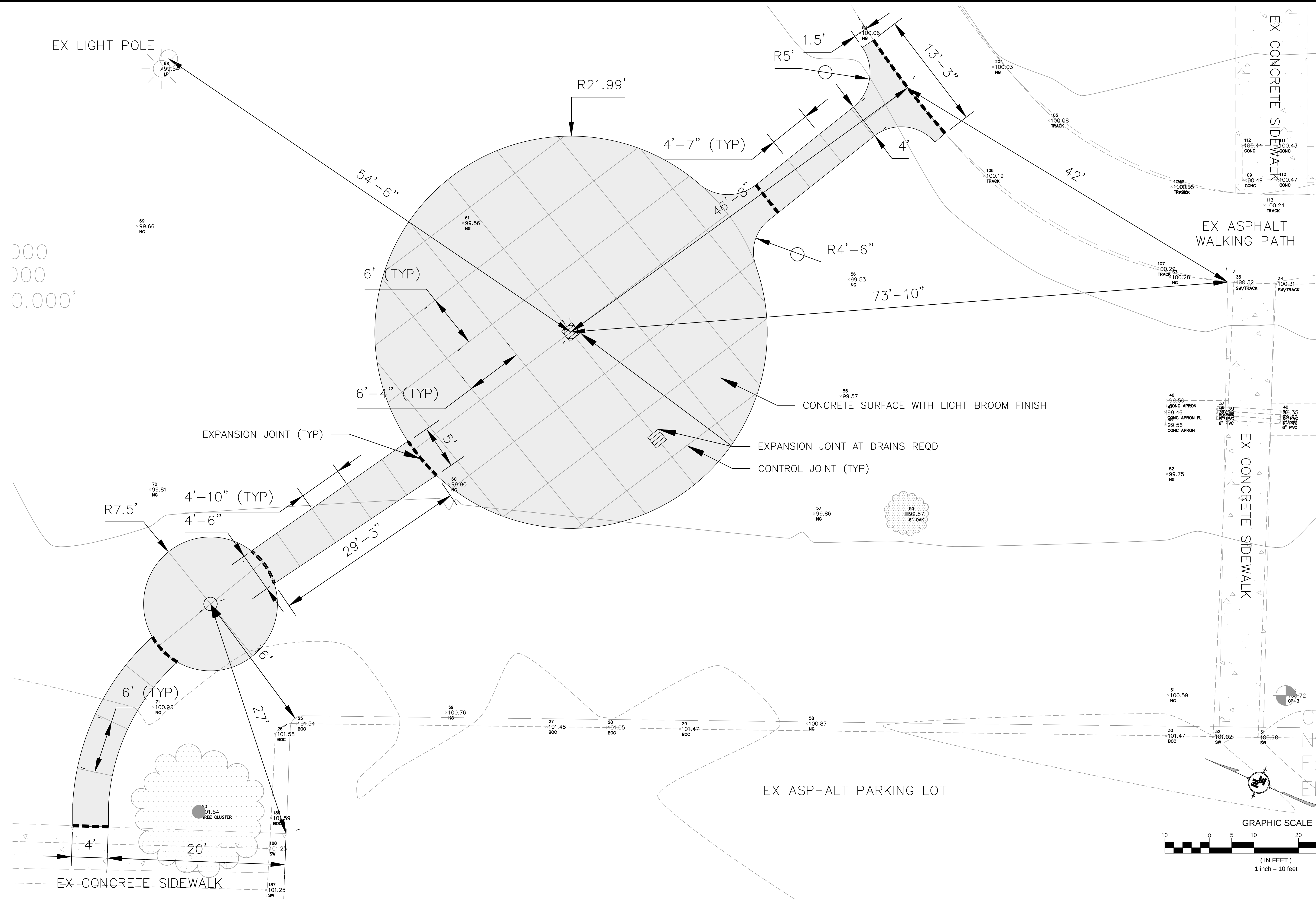
GENERAL NOTES

	DESCRIPTION OF SHEET	WKG. NO.	SHT. NO.
1. THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2017 EDITION, AS AMENDED, SHALL BE THE STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF THIS PROJECT UNLESS OTHERWISE INDICATED OR AMENDED IN THE SPECIAL PROVISIONS.	TITLE SHEET (1)		1
2. EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCTION.	DETAILED INDEX & GENERAL NOTES (1)		
3. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING GRADES AND MAKING ADJUSTMENTS AS NECESSARY WITH THE APPROVAL OF THE PROJECT ENGINEER.	INDEX & GENERAL NOTES	GN-1	2
4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS, APRONS, BRIDGES, ETC. FROM DAMAGE WHICH MIGHT OCCUR DURING CONSTRUCTION. EXTREME CARE SHOULD BE EXERCISED IN UNDERCUT AREAS AND THE UNDERCUT DEPTH MAY BE ADJUSTED AT CROSS DRAINS, AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.	SITE PLAN SHEETS (5)		
5. WORK ON STRUCTURES FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PLACE WHAT BRACING, SHORING, OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION, THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION, OR ANY STRUCTURE ADJACENT TO THE EXCAVATION. ALL COSTS FOR ANY PROTECTIVE MEASURES INCLUDING THE MATERIALS AND LABOR FOR DESIGNING, DRAWING AND CONSTRUCTING THE FACILITY SHALL BE INCLUDED IN THE PRICE BID FOR CONTRACT ITEMS.	OVERALL SITE PLAN	PLN-1	3
6. VOIDS CREATED BY THE REMOVAL OF POSTS, CONCRETE ANCHORS, FOOTINGS, ETC., SHALL BE BACKFILLED AND TAMPED IN ACCORDANCE WITH SECTION 203 OF THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (COST ABSORBED).	DIMENSIONED SITE PLAN	PLN-2	4
7. PRIOR TO EXCAVATION AND EMBANKMENT CONSTRUCTION, ALL TOPSOIL SHALL BE STRIPPED AND STOCKPILED. AFTER COMPLETION OF EXCAVATION AND EMBANKMENT CONSTRUCTION, ALL SLOPES SHALL BE UNIFORMLY PLATED WITH THE STOCKPILED TOPSOIL. THE COST OF STRIPPING, STOCKPILING, PLACING AND SPREADING OF TOPSOIL IS TO BE INCLUDED IN OTHER ITEMS OF WORK.	SURFACE PLAN	PLN-3	5
8. SOME WORK MAY BE REQUIRED OUTSIDE THE PROJECT LIMITS BEYOND THE PROJECT LIMITS. NO ADDITIONAL COMPENSATION WILL BE MADE FOR SUCH WORK EXCEPT AS PROVIDED BY SPECIFIC PAY ITEMS SHOWN ON THE PLANS.	GRADING & DRAINAGE PLAN	WKG-1	6
9. ALL RAISED OBJECTS SHALL BE PLACED A MINIMUM OF 2 FEET BEHIND THE FACE OF CURB.	UTILITY PLAN	WKG-2	7
10. CONTRACTOR SHALL COORDINATE WITH THE APPROPRIATE UTILITY COMPANY IN ADVANCE OF ALL ELECTRICAL CONNECTIONS.	SPECIAL DESIGN SHEETS (18)		
11. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THROUGH AND LOCAL TRAFFIC IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.	TYPICAL DETAILS	DET-1	8
12. THE CONTRACTOR SHALL PROVIDE ACCESS (INGRESS AND EGRESS) TO PARK RESTROOM AND PARKING LOT AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR IS REQUIRED TO THE CITY OF HATTIESBURG 48 HOURS IN ADVANCE OF ACCESS RESTRICTIONS.	FEATURE DETAILS - SHEET 1	DET-2	9
13. THE CONTRACTOR SHALL COORDINATE HIS WORK WITH OTHER SUB-CONTRACTOR'S TO FACILITATE TIE-INS TO OTHER CONTRACTOR'S WORK, WHERE FEASIBLE AND PRACTICABLE.	FEATURE DETAILS - SHEET 2	DET-3	10
14. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE VERIFICATION, PROTECTION, AND RELOCATION OF BENCHMARKS DURING CONSTRUCTION. NO ADDITIONAL PAYMENT WILL BE MADE FOR RELOCATION OF BENCHMARKS.	FEATURE DETAILS - SHEET 3	DET-4	11
15. CONTRACTOR SHALL BE RESPONSIBLE FOR RESETTING ANY SIGNS THAT ARE IN DIRECT CONFLICT WITH CONSTRUCTION IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION (COST ABSORBED).	FEATURE DETAILS - SHEET 4	DET-5	12
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE UTILITY COMPANIES IF ANY UTILITY POLES NEED TO BE SUPPORTED DURING CONSTRUCTION (COST ABSORBED).	MECHANICAL DETAILS - SHEET 1	DET-6	13
17. THE CONTRACTOR SHALL REPAIR FENCES, RETAINING WALLS, GATES, SODDING, LANDSCAPING, ETC. DAMAGED DURING OVERALL CONSTRUCTION (COST ABSORBED).	MECHANICAL DETAILS - SHEET 2	DET-7	14
18. THE EROSION CONTROL DEVICES REFERENCED IN THESE PLANS ARE A MINIMUM RESPONSIBILITY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SILT DOES NOT LEAVE THE RIGHT OF WAY OR CONTAMINATE WATERS OF THE U.S. DURING CONSTRUCTION. THE CONTRACTOR SHALL SUBMIT AN EROSION CONTROL PLAN PRIOR TO COMMENCEMENT OF WORK AND MAINTAIN THE PLAN DURING CONSTRUCTION.	MECHANICAL DETAILS - SHEET 3	DET-8	15
	MECHANICAL DETAILS - SHEET 4	DET-9	16
	MECHANICAL DETAILS - SHEET 5	DET-10	17
	MECHANICAL DETAILS - SHEET 6	DET-11	18
	FENCE & GATE DETAIL (ADD OPTION 1)	DET-12	19
	ELECTRICAL LAYOUT & SCHEDULE	ESP-1	20
	ELECTRICAL CONTROL PANEL ENCLOSURE	ESP-2	21
	DETAILS OF SILT FENCE INSTALLATION	SW-1	22
	INLET PROTECTION DETAILS OF SAND BAG	SW-2	23
	TOTAL NUMBER OF SHEETS (23)		

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		SULLIVAN PARK SPLASH PAD CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI		INDEX AND GENERAL NOTES		
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 15629.000						
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					SURVEYED BY: NEEL-SCHAFFER INC.						
					DSGN: RPB	DATE: 03/2020					
					DRWN: MBW	DATE: 03/2020					
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					QA/QC: X	DATE: X					
									WORKING NUMBER:		DRAWING NUMBER:
									GN-1		2

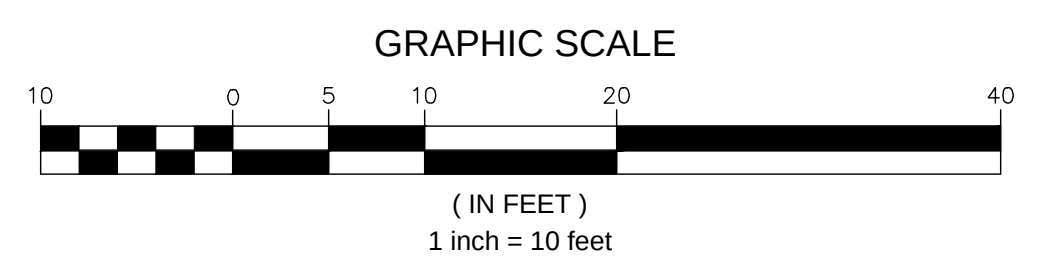


NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION 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		SULLIVAN PARK SPLASH PAD CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI	 NEEL-SCHAFFER <i>Solutions you can build upon</i>	OVERALL SITE PLAN	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: NS.15629.001				
					FILENAME: 15629_MASTER.DWG				
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					SURVEYED BY: NEEL-SCHAFFER INC.				
					DSGN: RPB DATE: 3/2020				
					DRWN: X DATE: X				
					CHKD: X DATE: X	WORKING NUMBER: PLN-1	DRAWING NUMBER: 3		
					QA/QC: X DATE: X				



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		SULLIVAN PARK SPLASH PAD CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI		DIMENSIONED SITE PLAN	
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					DSGN: RPB	DATE: 3/2020		PLN-2	4
					DRWN: X	DATE: X			
					CHKD: X	DATE: X			
					QA/QC: X	DATE: X			

200
200
2,000'



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	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: NS.15629.001	
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				DSGN: RPB	DATE: 3/2020
				DRWN: X	DATE: X
				CHKD: X	DATE: X
				QA/QC: X	DATE: X



NEEL-SCHAFFER
Solutions you can build upon

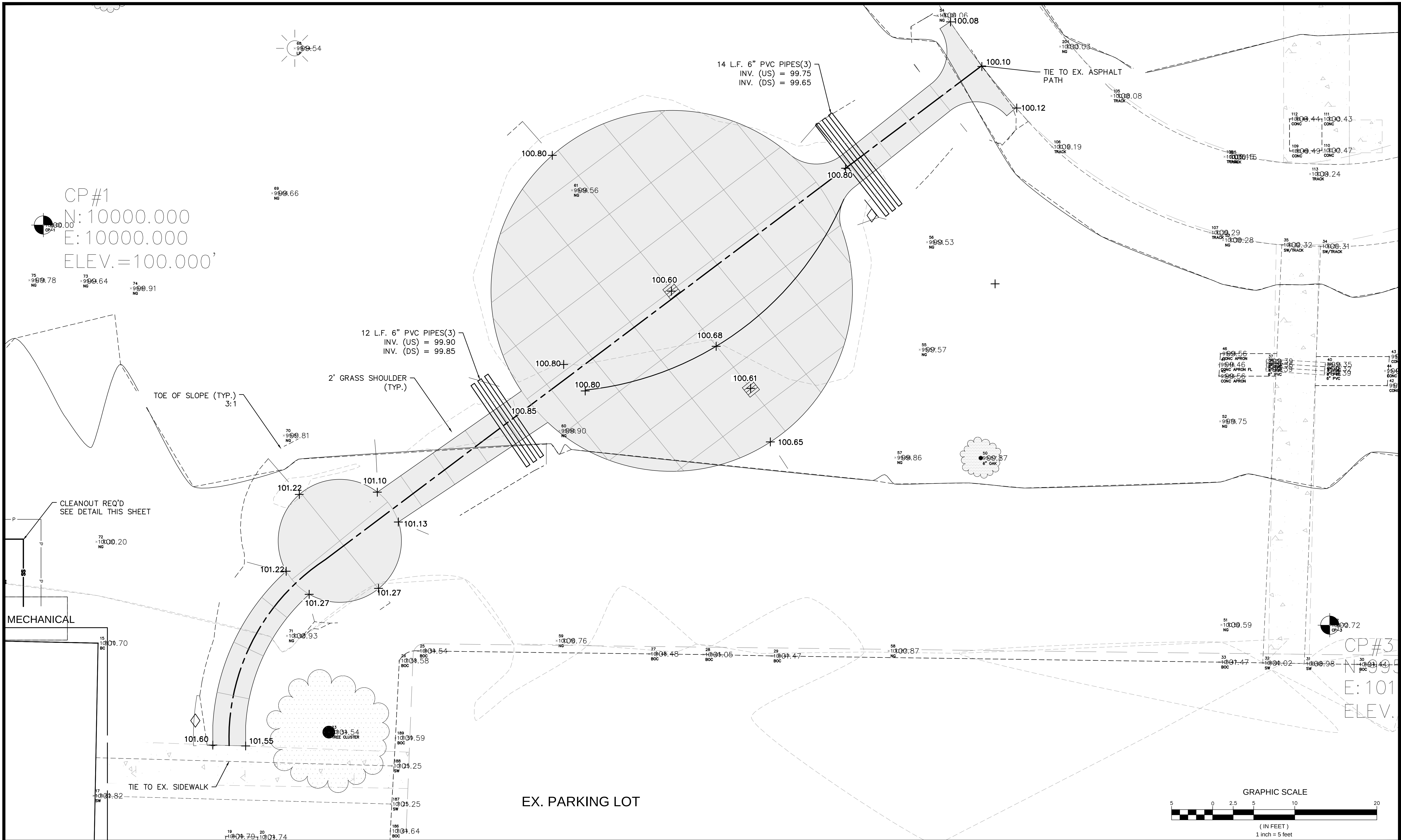
SURFACE PLAN

WORKING NUMBER:

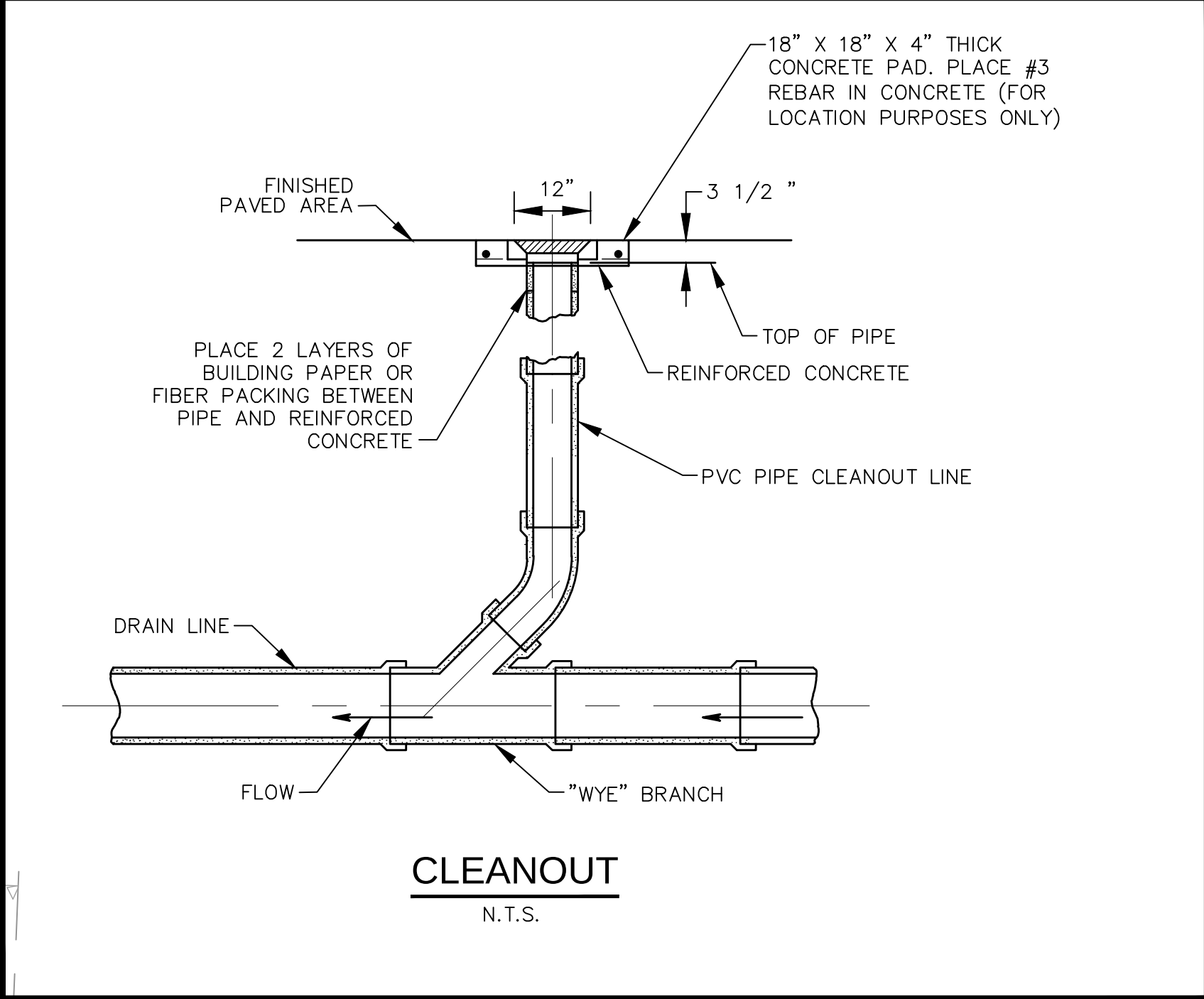
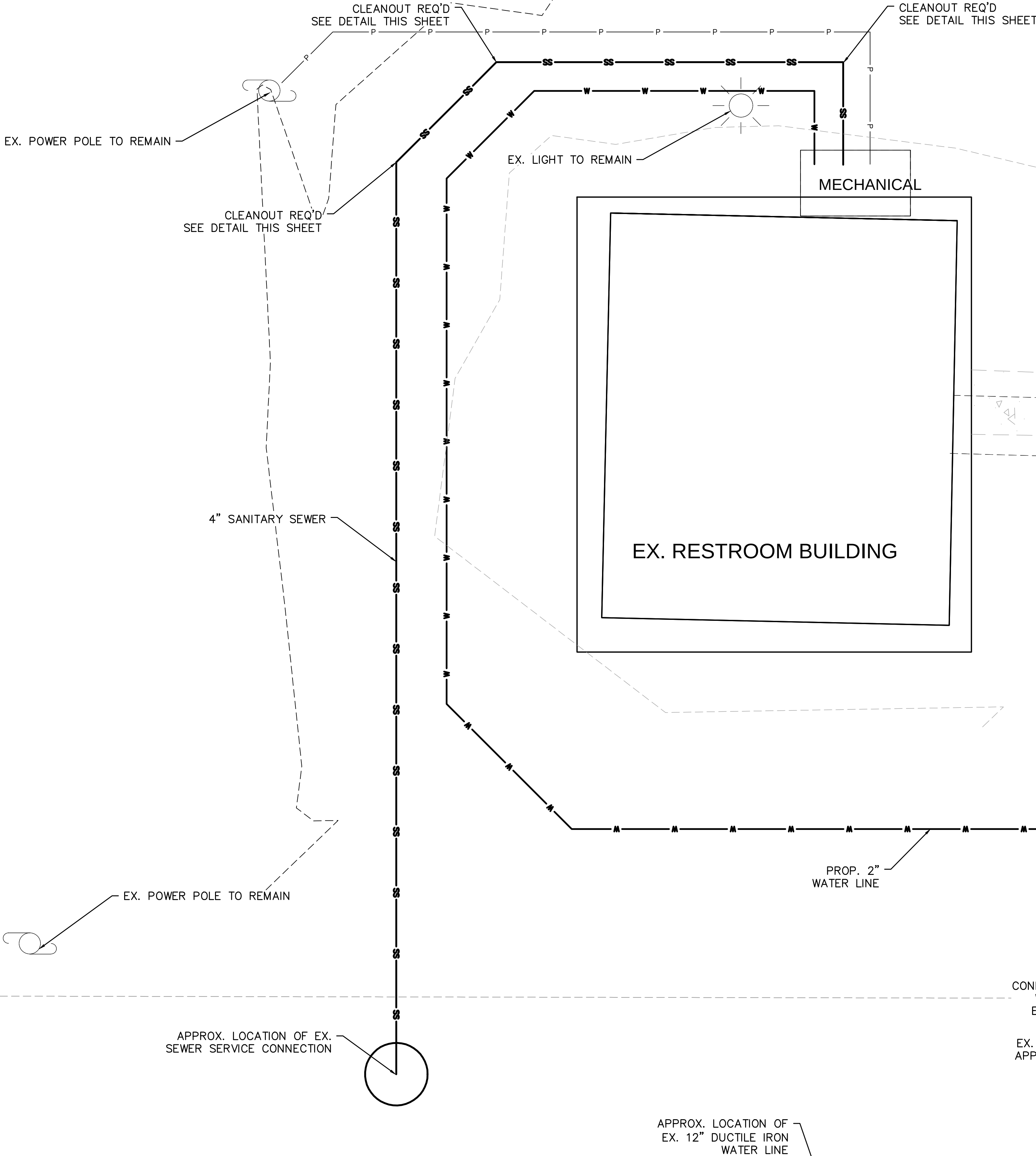
PLN-3

DRAWING NUMBER:

5



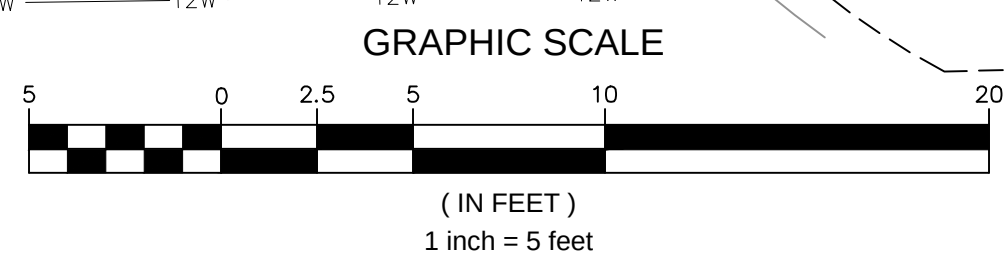
NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HERINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.		REVISIONS		DRAWING INFORMATION		SULLIVAN PARK SPLASH PAD CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			GRADING & DRAINAGE PLAN	
		NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 15629.000			WORKING NUMBER:	
						FILENAME: 15629 - GRADING			DRAWING NUMBER:	
						SCALE: 1" = 5'			WKG-1	
						SURVEYED BY: NEEL-SCHAFFER INC.			6	
						DSGN: DATE:				
						DRWN: MBW DATE: 03/2020				
						CHKD: DATE:				
						QA/QC: DATE:				



EX. PARKING LOT

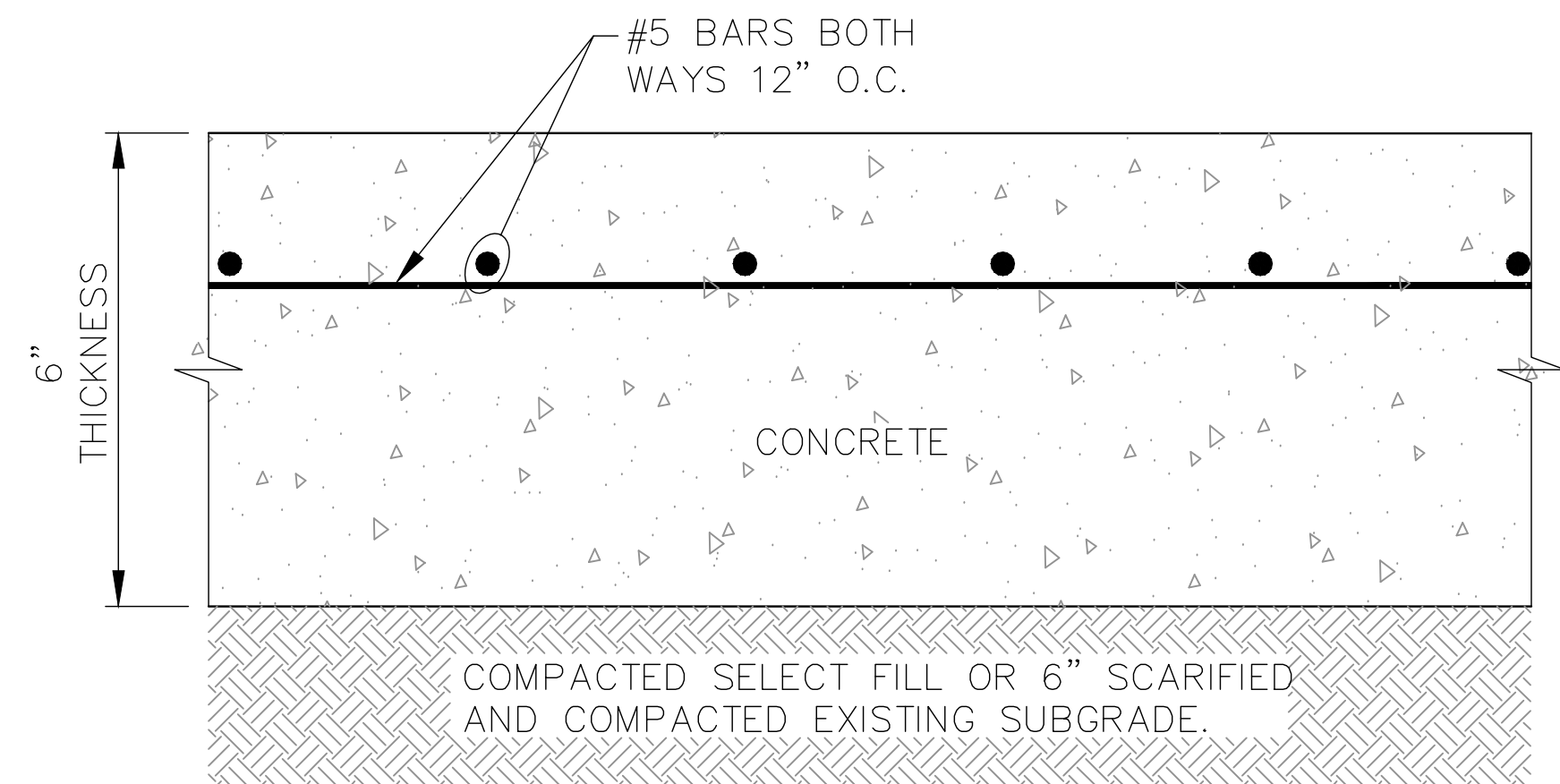
NOTES:

1. EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF DEMOLITION AND/OR CONSTRUCTION.
2. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN ANY AND ALL MARKINGS AS NEEDED TO PROTECT EXISTING UTILITIES. ANY DAMAGE OR INTERRUPTION OF SERVICE CAUSED BY THE CONTRACTOR'S NEGLIGENCE SHALL BE REPORTED IMMEDIATELY TO THE APPROPRIATE UTILITY COMPANY AND SHALL BE REPAIRED AND SERVICE RESTORED IN FULL COOPERATION WITH THE UTILITY COMPANY AT THE CONTRACTOR'S EXPENSE.
3. CONTRACTOR SHALL COORDINATE WITH THE CITY OF HATTIESBURG ON CONNECTING THE SANITARY SEWER SERVICE AS SHOWN BELOW. CONTRACTOR SHALL PAY ALL EXPENSES ASSOCIATED WITH THE CITY INSTALLING THE SEWER SERVICES TO THE LIMITS SHOWN BELOW.



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		SULLIVAN PARK SPLASH PAD CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI		UTILITY PLAN	
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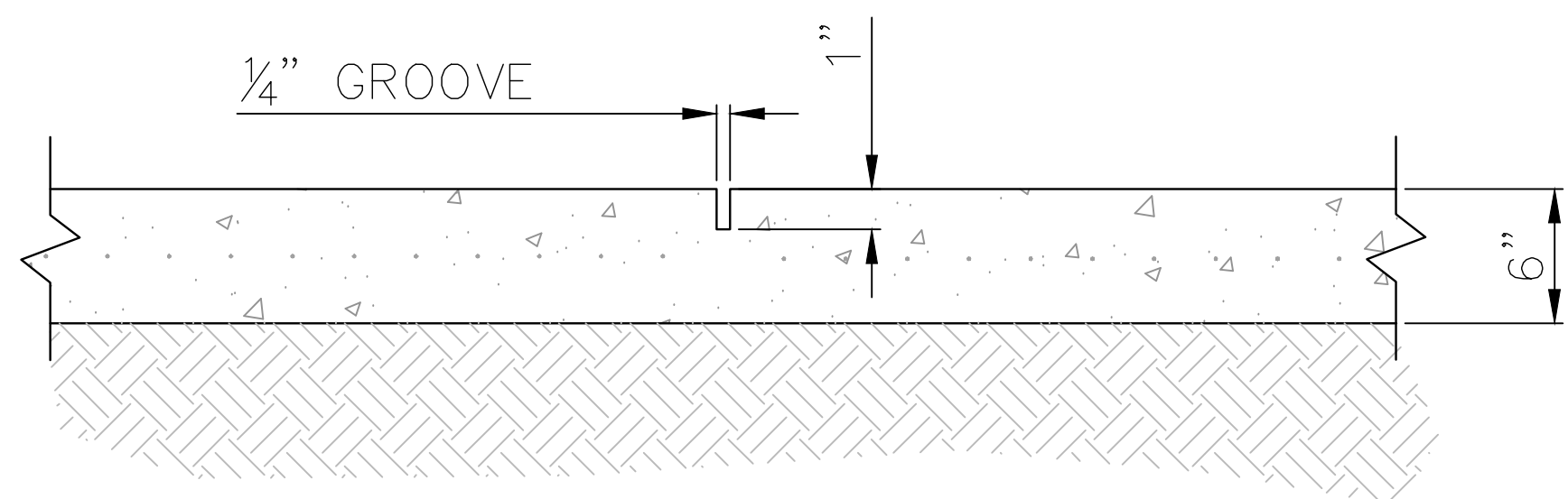
WORKING NUMBER:		DRAWING NUMBER:	
WKG-2		7	



TYPICAL CONCRETE PAVEMENT SECTION

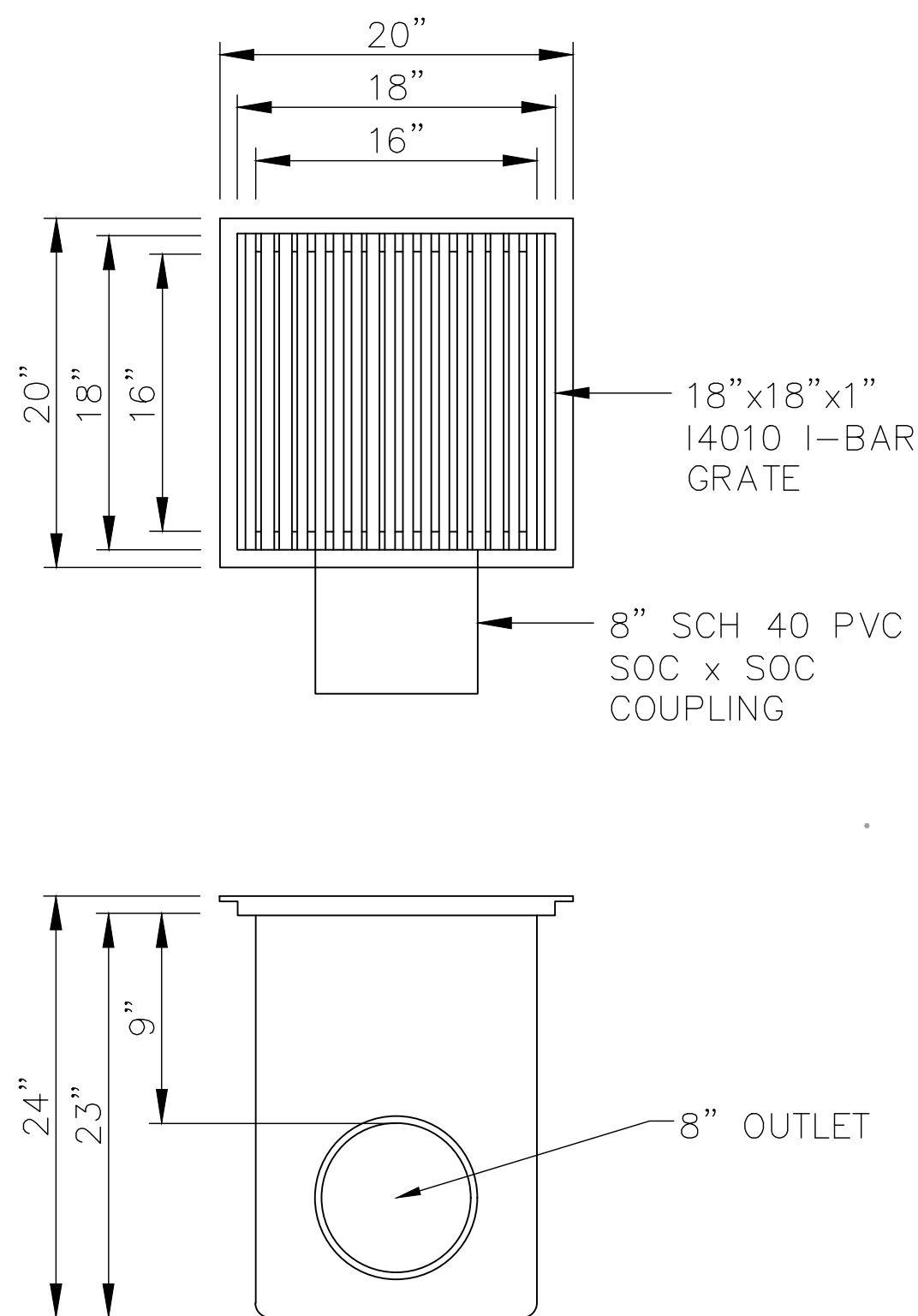
N.T.S.

NOTE:
ALL CONCRETE 3000 psi.



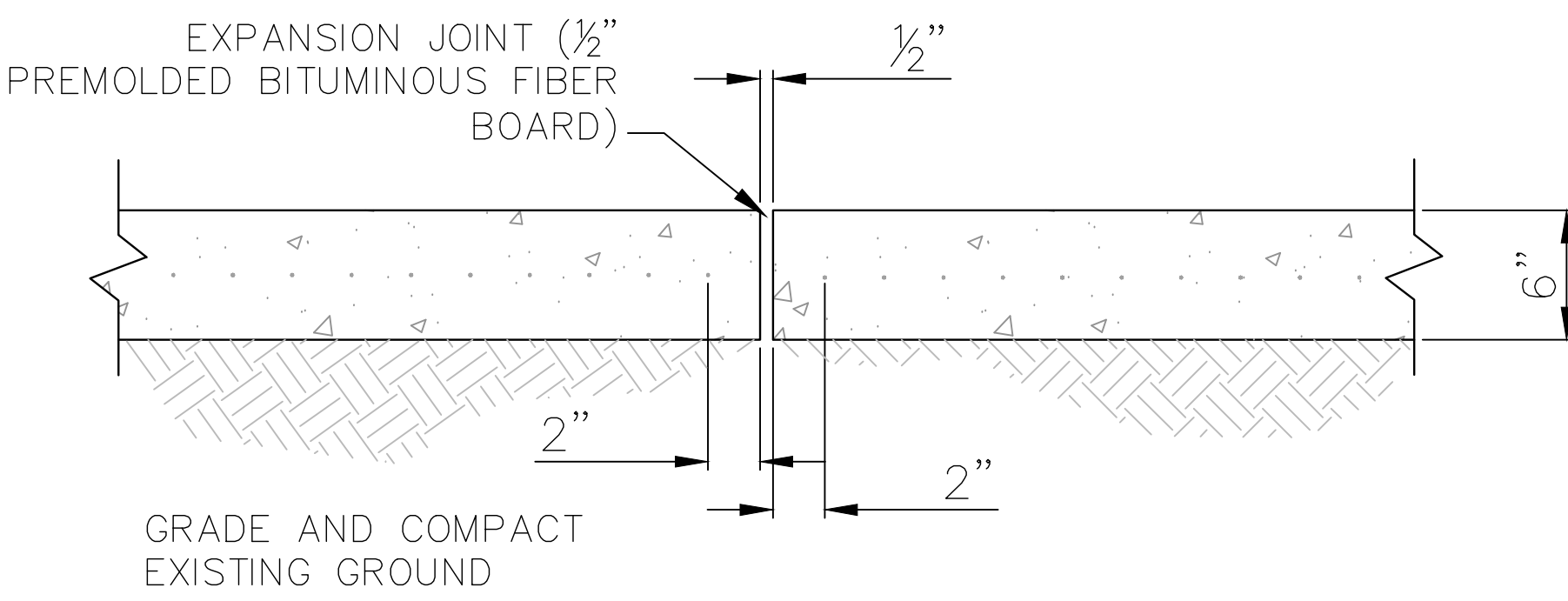
CONTROL JOINT DETAIL

N.T.S.



DRAIN INLET SECTION DETAIL

N.T.S.

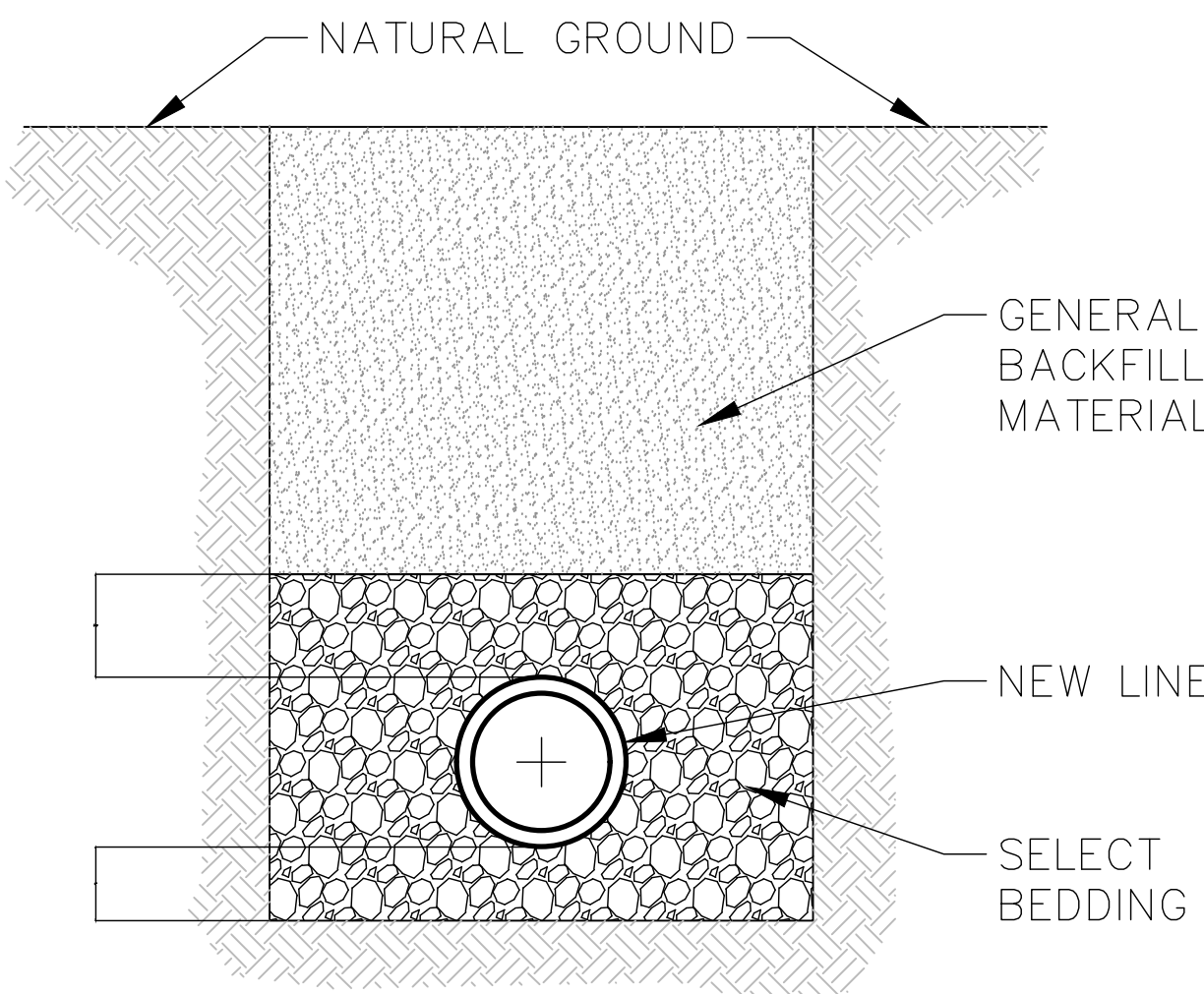


EXPANSION JOINT DETAIL

N.T.S.

SCHEDULE OF PIPE
BEDDING WIDTHS

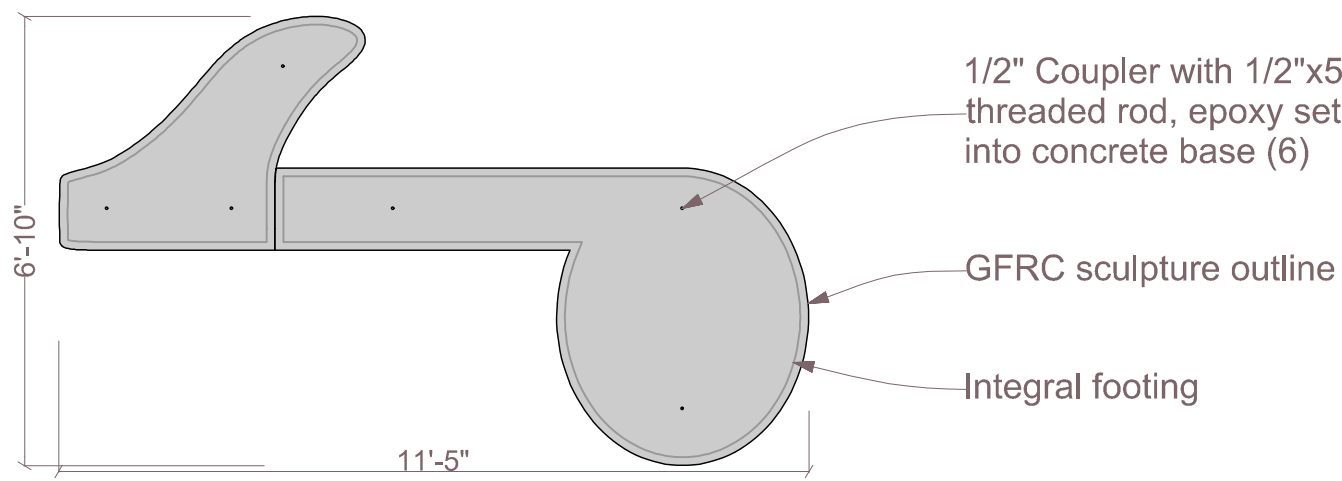
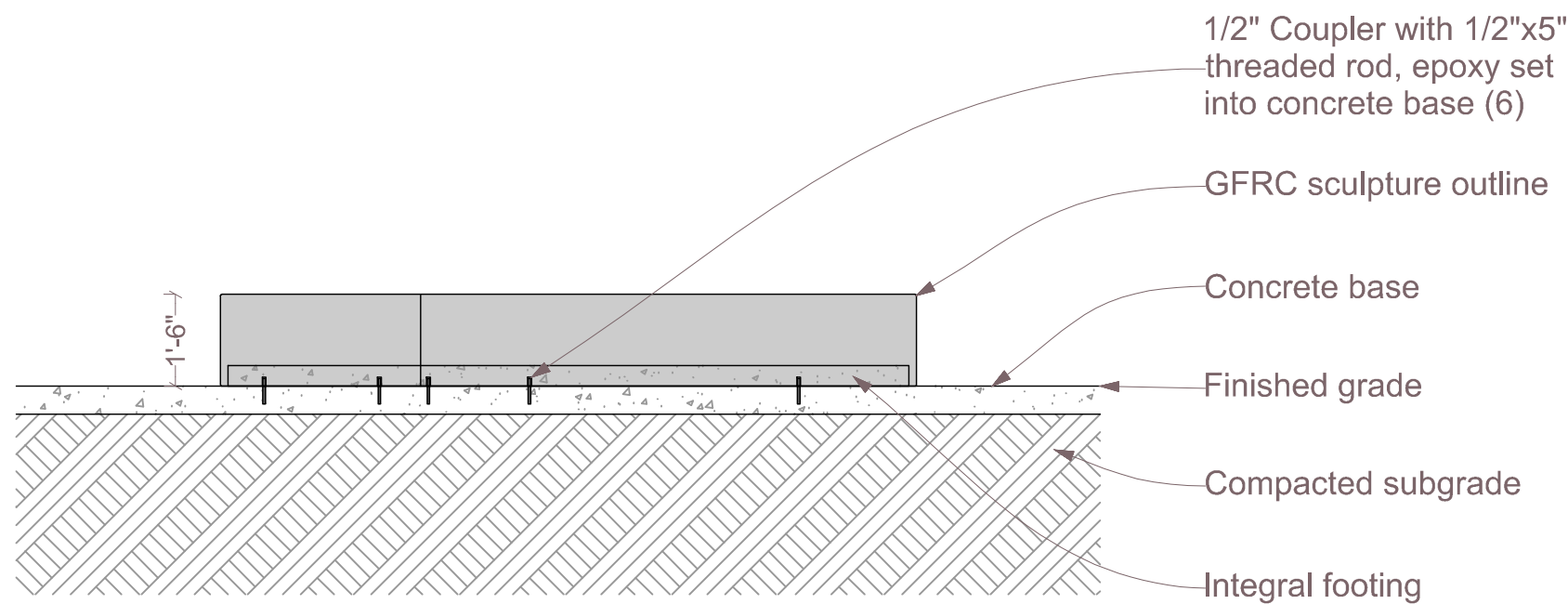
PIPE SIZE "D" (IN.)	MINIMUM TRENCH WIDTH "B" (FT.& IN.)	MINIMUM TRENCH WIDTH (FT.& IN.)
4	1'-10"	3'-0"
6	2'-0"	3'-6"
8	2'-2"	3'-6"
10	2'-4"	4'-0"
12	2'-6"	4'-0"
15	3'-0"	4'-0"
18	3'-0"	4'-0"



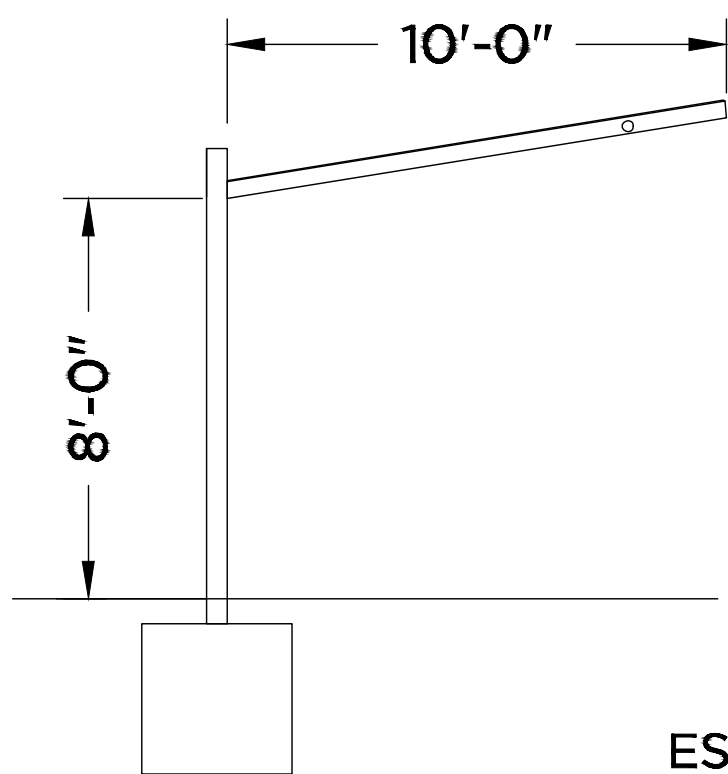
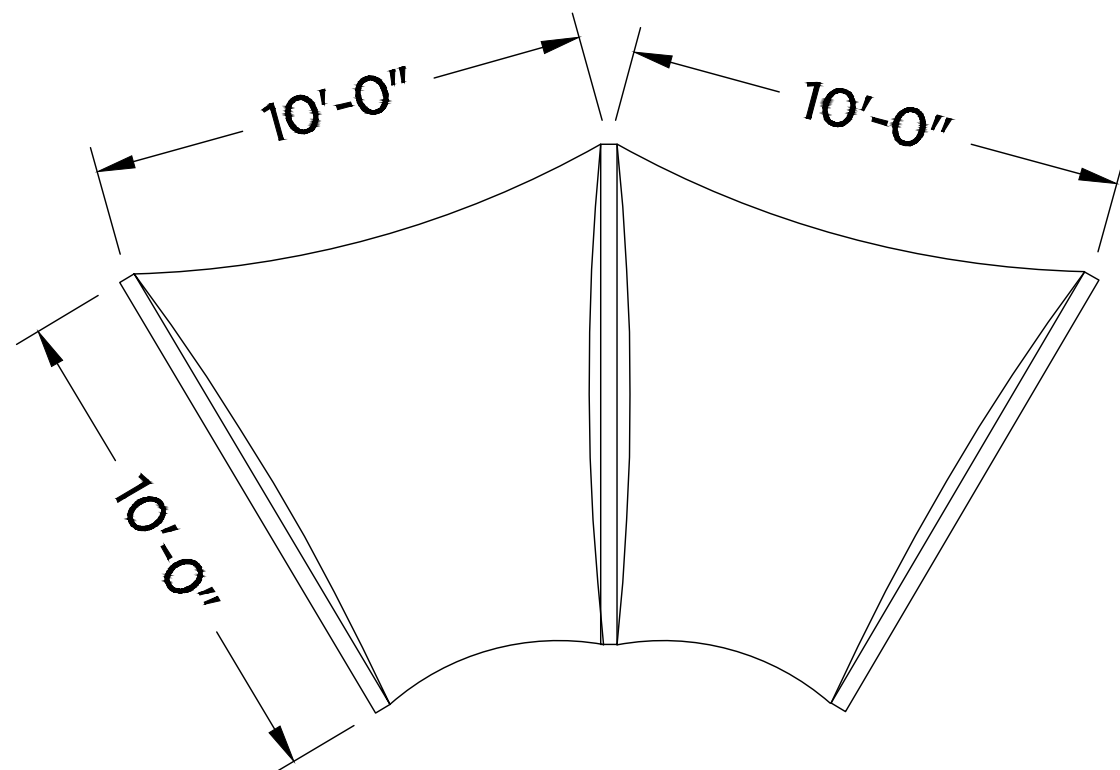
TYPICAL TRENCH DETAIL OUTSIDE PAVEMENT

NOT TO SCALE

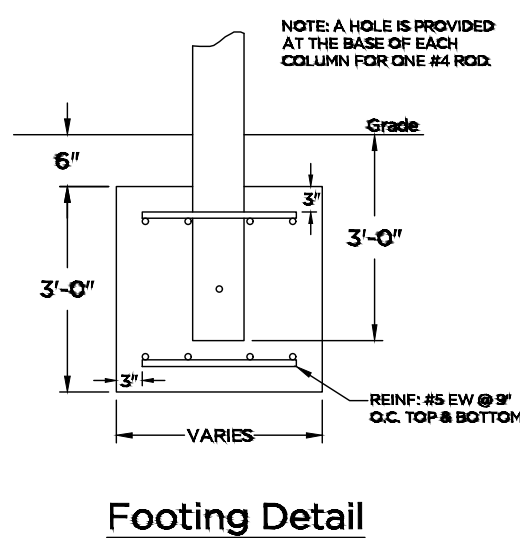
NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		SULLIVAN PARK SPLASH PAD CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			TYPICAL DETAILS	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: NS.15629.001				WORKING NUMBER: DET-1	DRAWING NUMBER: 8
					FILENAME: 15629-SHEET 4.DWG					
					SCALE: N.T.S.					
					SURVEYED BY: NEEL-SCHAFFER INC.					
					DSGN: DATE:					
					DRWN: MBW DATE: 2020					
					CHKD: DATE:					
				QA/QC: DATE:						



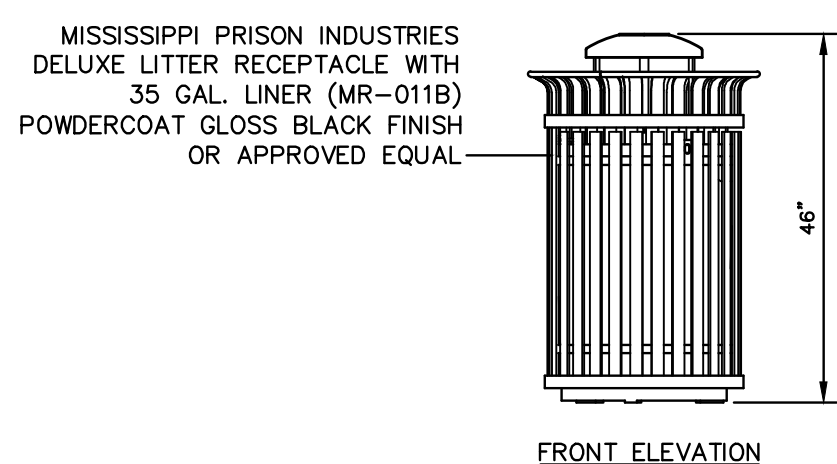
MUSICAL NOTE SEATING DETAIL
NOT TO SCALE



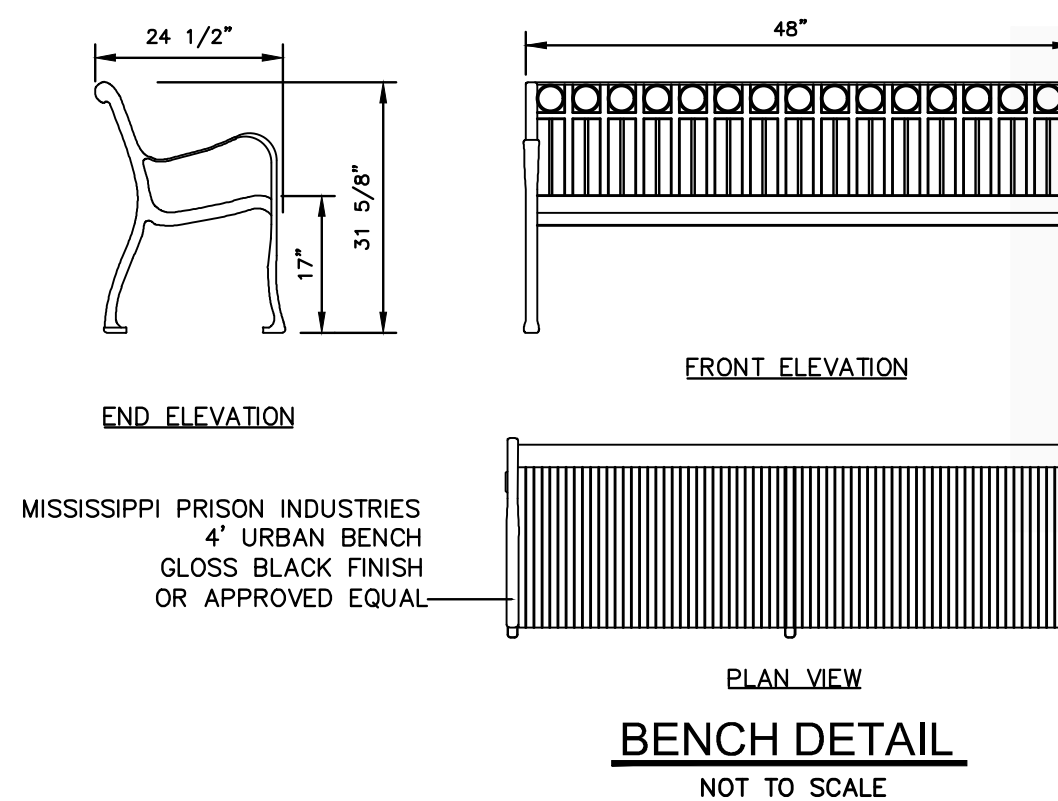
CANTILEVERED SHADE STRUCTURE DETAIL
NOT TO SCALE



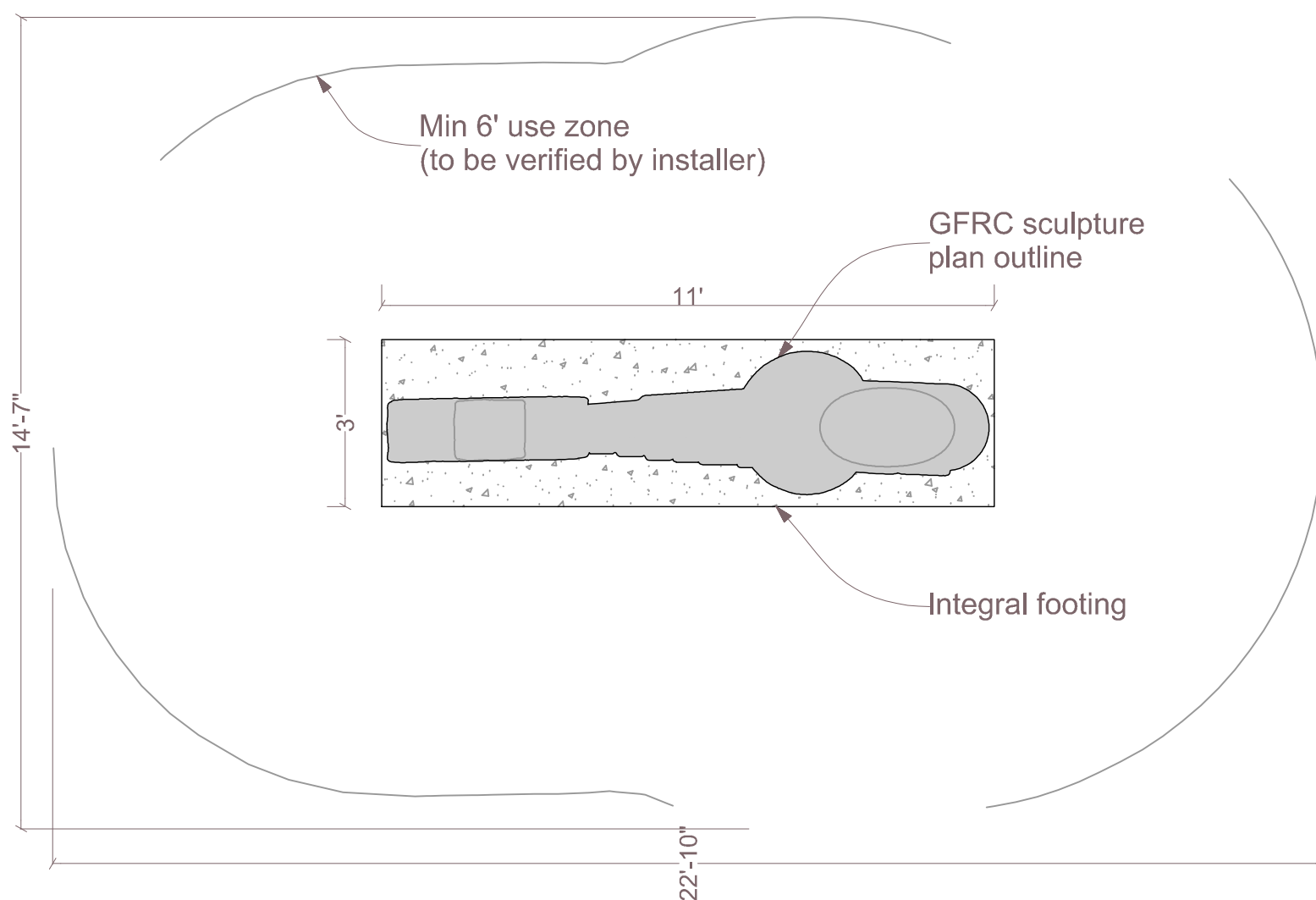
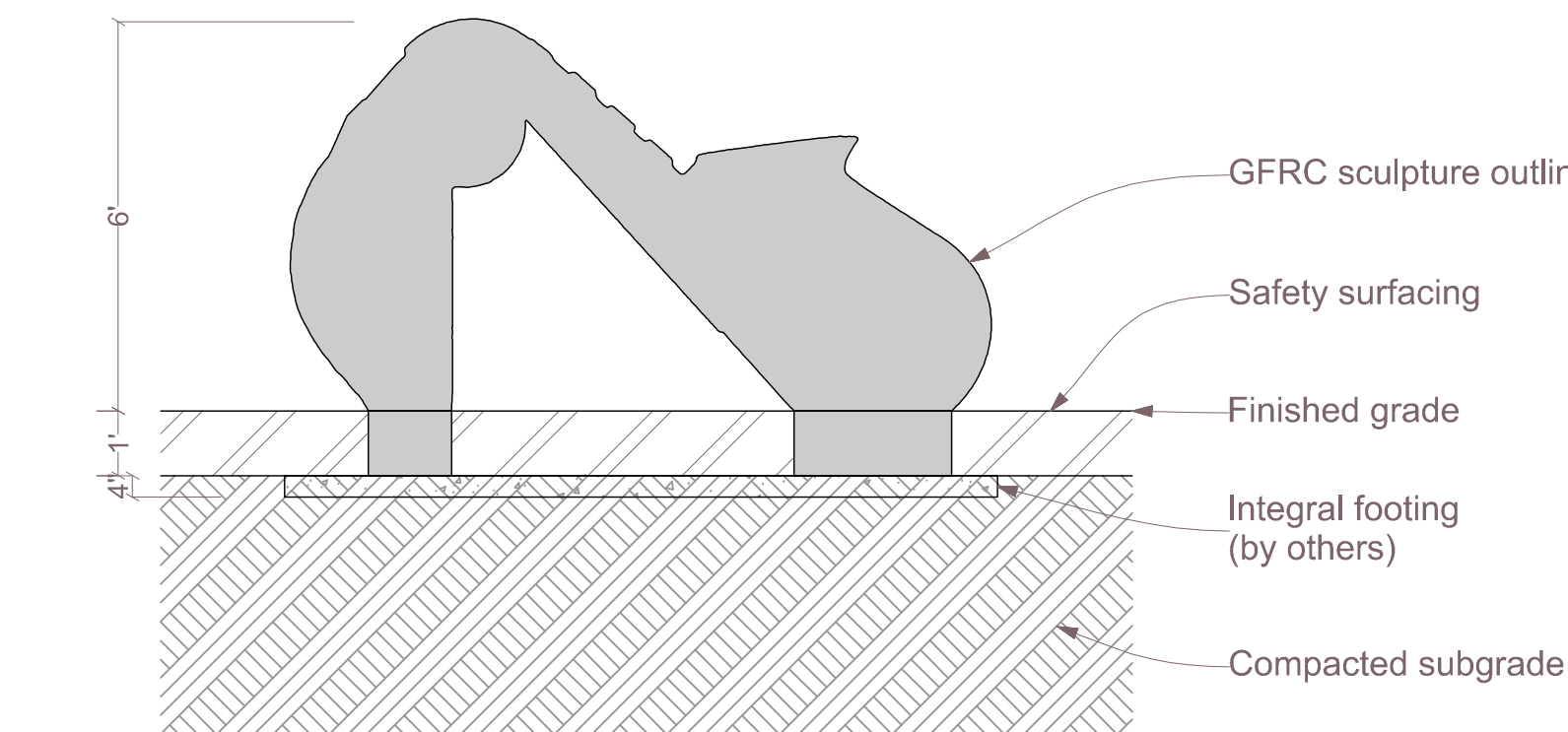
ESTIMATED FOOTINGS: 2.0' X 2.0' X 3'



TRASH RECEPTACLE DETAIL
NOT TO SCALE

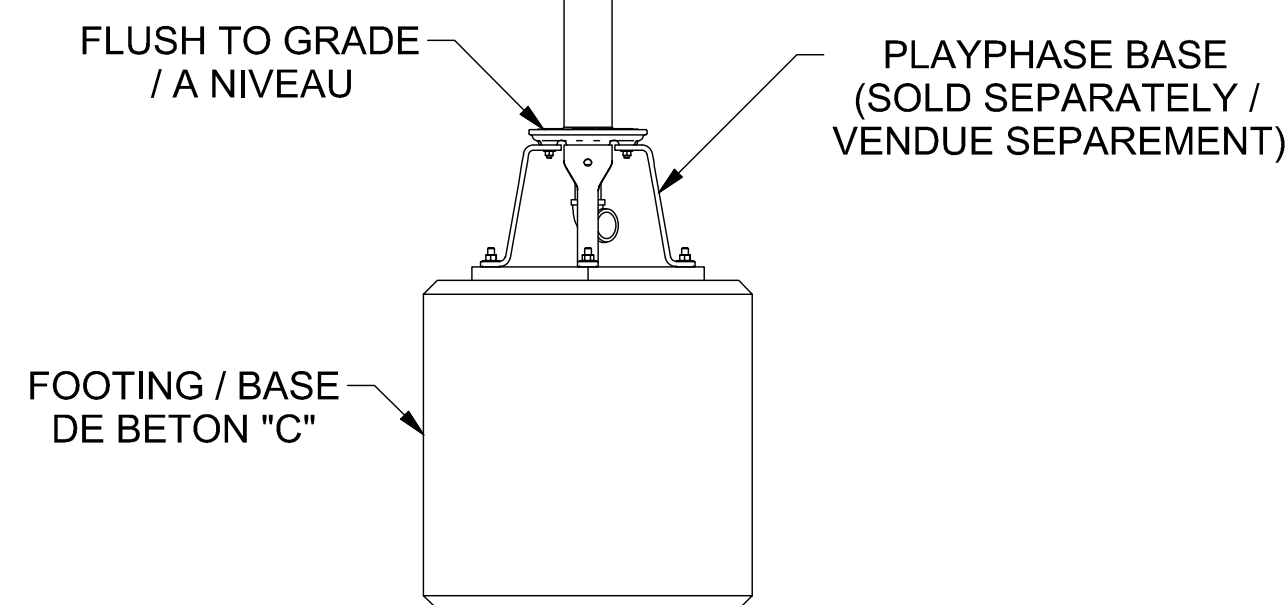
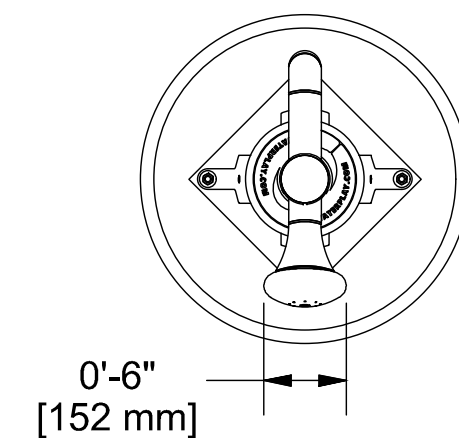


BENCH DETAIL
NOT TO SCALE

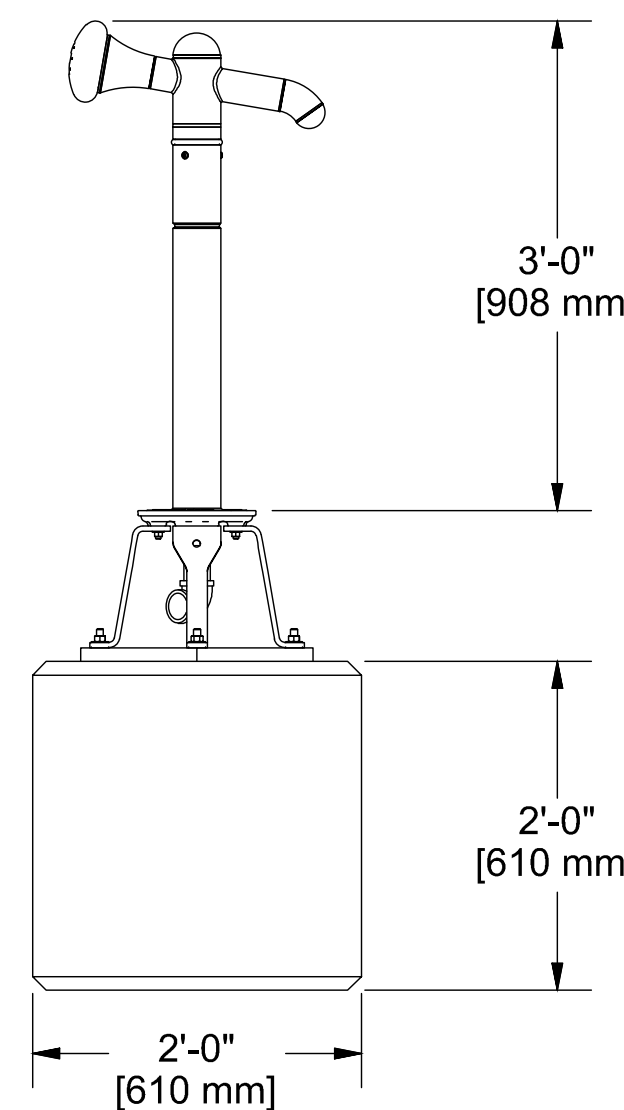
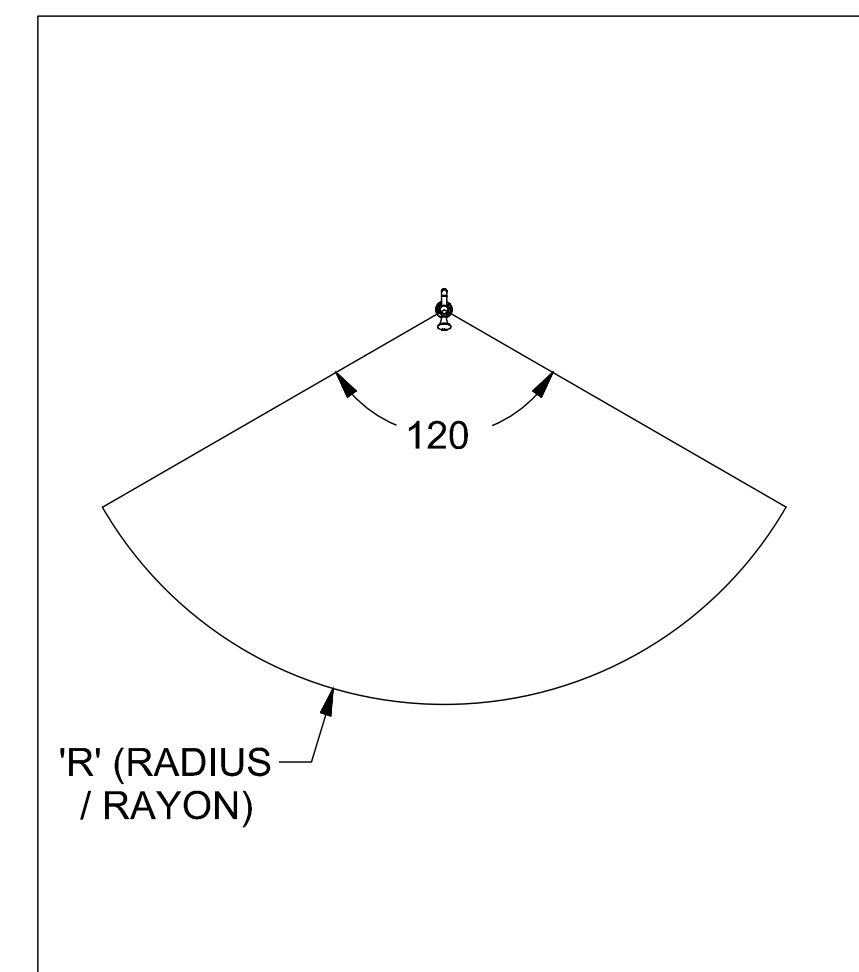


SAXOPHONE PLAY FEATURE DETAIL
NOT TO SCALE

LIST OF MATERIALS / LISTE DE MATERIAUX (IF / SI APPLICABLE)	
BASE MATERIAL / MATERIEL	304 STAINLESS STEEL / ACIER INOXYDABLE
NOZZLES / BUSES	ACETAL / ACETAL, URETHANE / URETHANE
PANELS / PANNEAUX	ACRYLIC / ACRYLIQUE, ALUMINUM / ALUMINIUM



IMPACT SPRAY AREA / ZONE D'ASPERSION D'IMPACT



TRUMPET PLAY FEATURE DETAIL
NOT TO SCALE

NOTICE TO DRAWING HOLDER
NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS			DRAWING INFORMATION	
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				N-S PROJECT NO.: NS.15629.001
				FILENAME: 15629-SHEET 4.DWG
				SCALE: N.T.S.
				SURVEYED BY: NEEL-SCHAFFER INC.
				DSGN: DATE:
				DRWN: MBW DATE: 2020
				CHKD: DATE:
				QA/QC: DATE:

SULLIVAN PARK
SPLASH PAD

CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI

NEEL-SCHAFFER
Solutions you can build upon

FEATURE DETAILS - SHEET 1

WORKING NUMBER:

DET-2

DRAWING NUMBER:

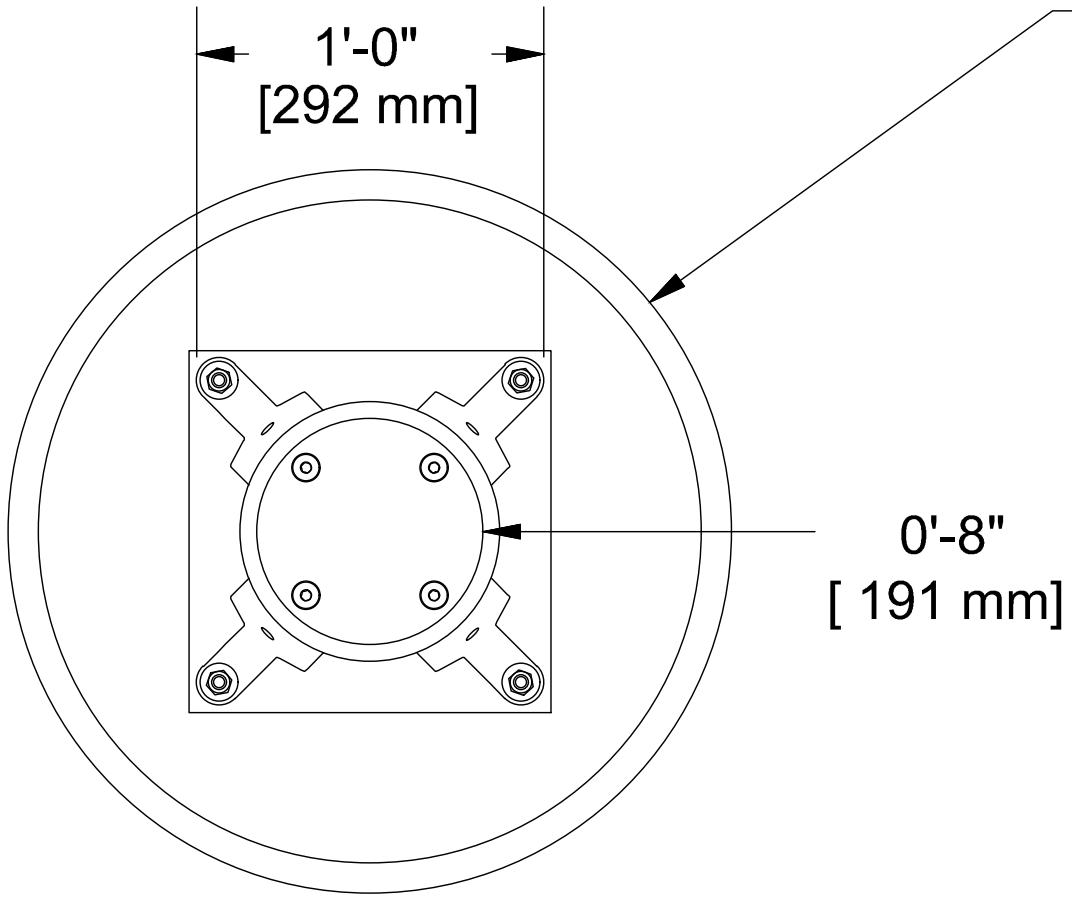
9

PLAYPHASE BASE

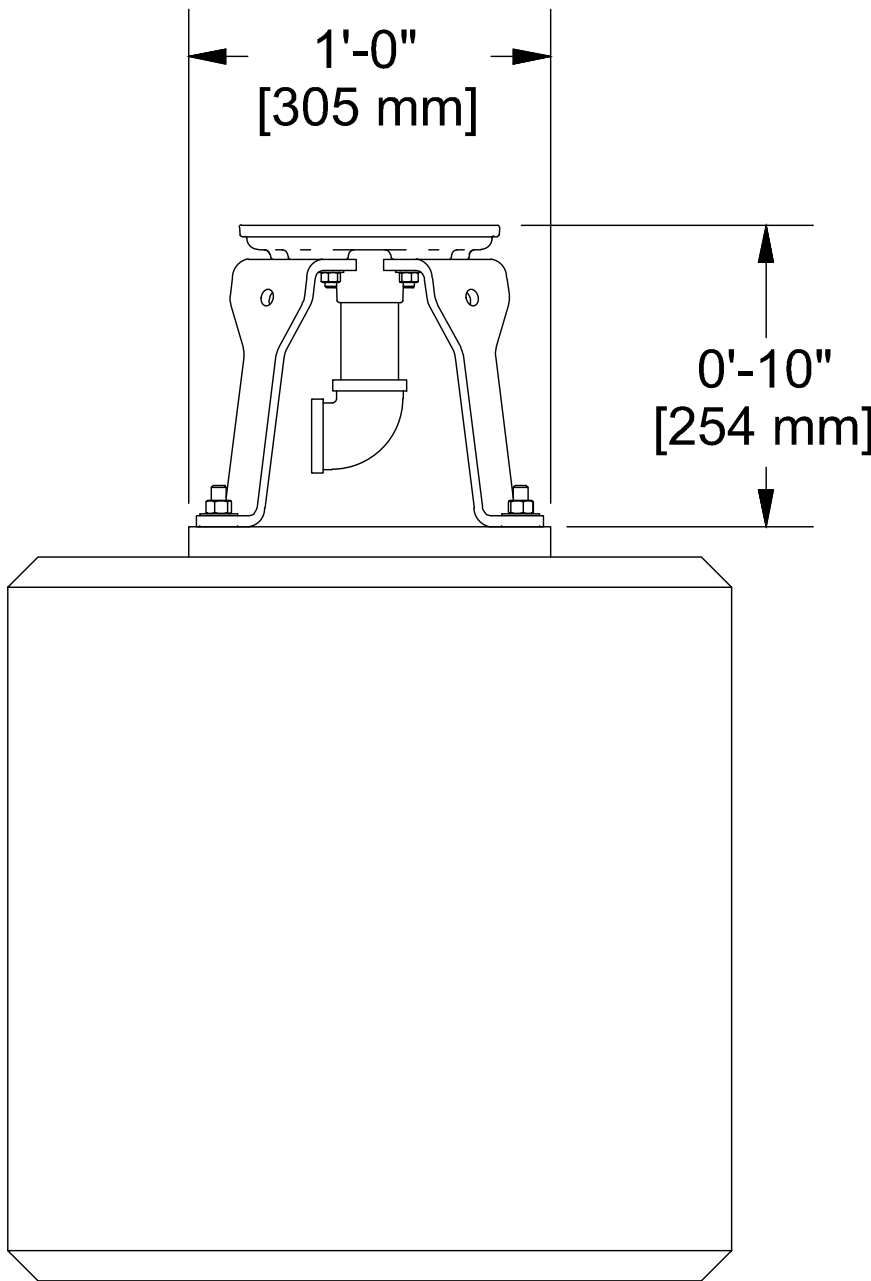
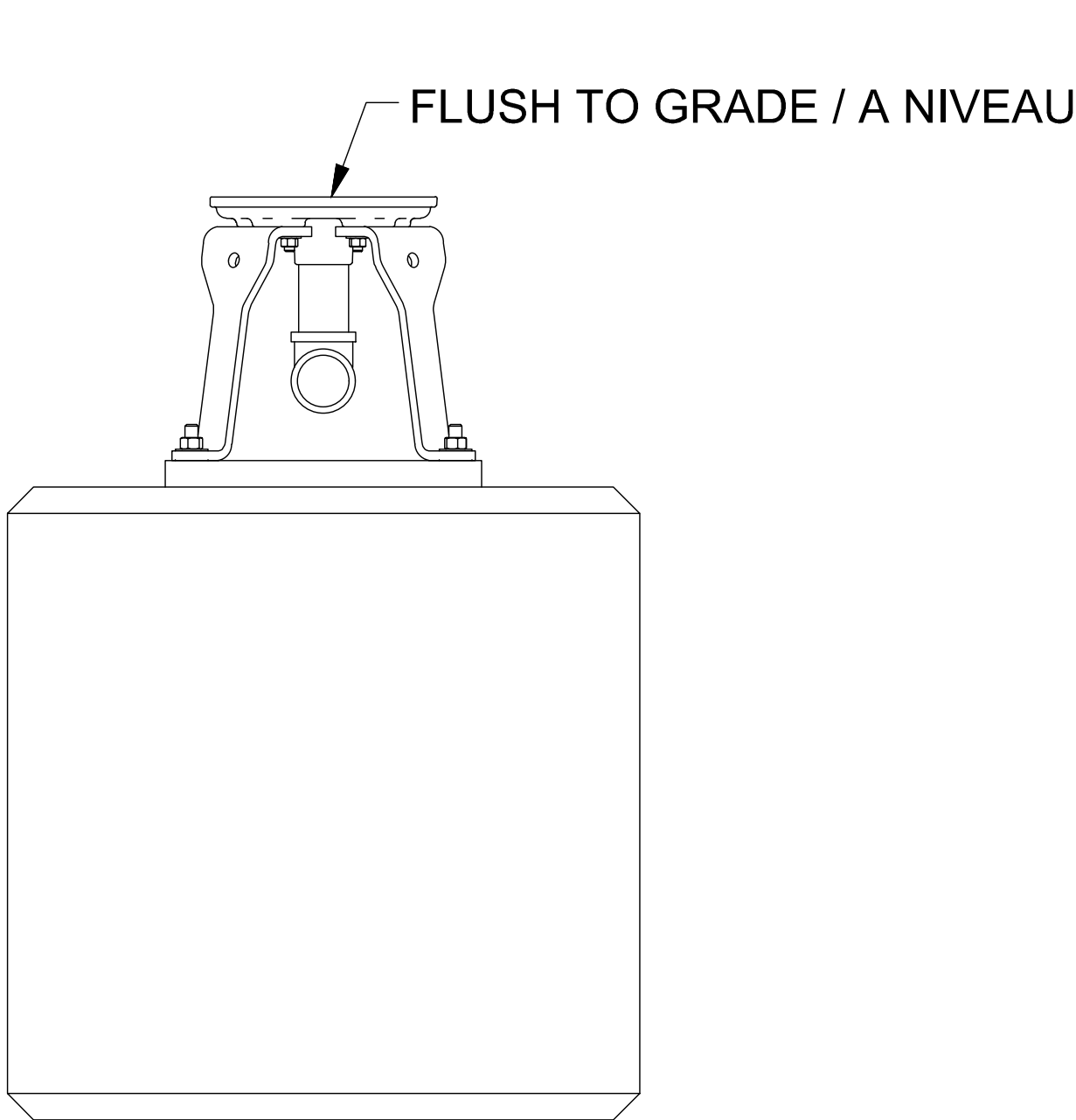
0010-0507

REQUIRED FOR ACTIVATOR POWER POST AND TRUMPET PLAY FEATURE BY WATER PLAY OR APPROVED EQUAL

LIST OF MATERIALS / LISTE DE MATERIAUX (IF / SI APPLICABLE)	
BASE MATERIAL / MATERIEL	304 STAINLESS STEEL / ACIER INOXYDABLE
NOZZLES / BUSES	ACETAL / ACETAL, URETHANE / URETHANE
PANELS / PANNEAUX	ACRYLIC / ACRYLIQUE, ALUMINUM / ALUMINIUM



RECOMMENDED FOOTING / BASE DE BETON CONSEILLE (BY OTHER / PAR D'AUTRE). REFER TO FEATURE SPEC PAGE FOR DETAILS / CONSULTER LA PAGE TECHNIQUE DU JEU POUR LES DETAILS



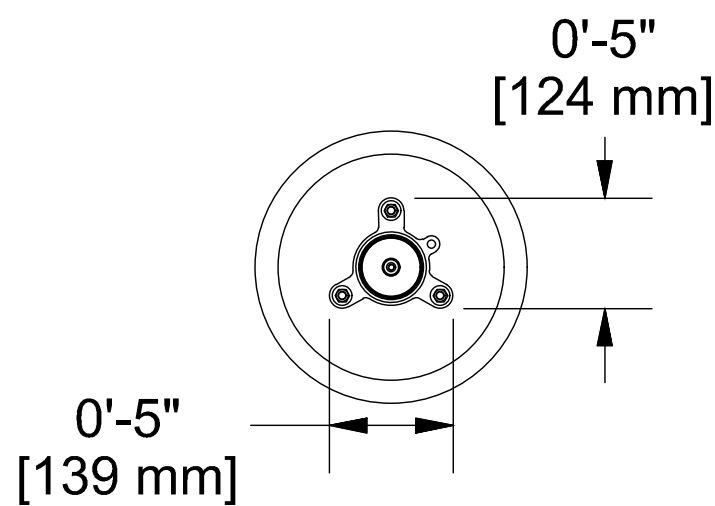
FEATURE BASE DETAIL
NOT TO SCALE

GS FOUNTAIN MOUNTAIN

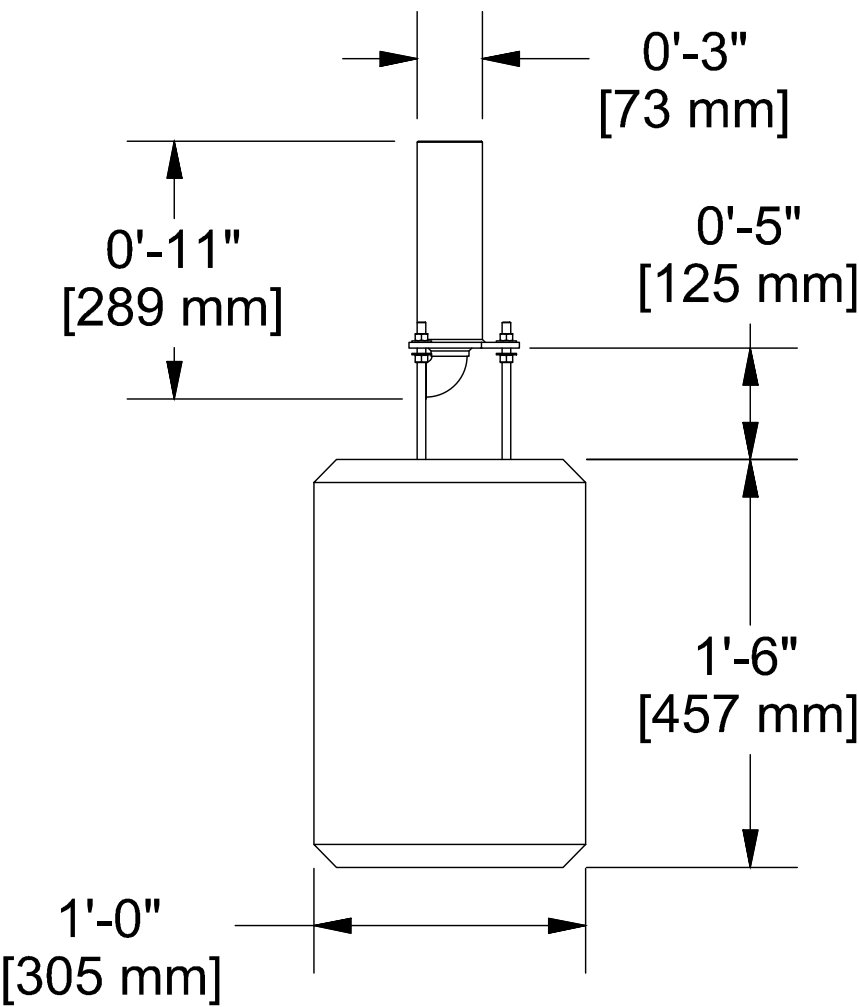
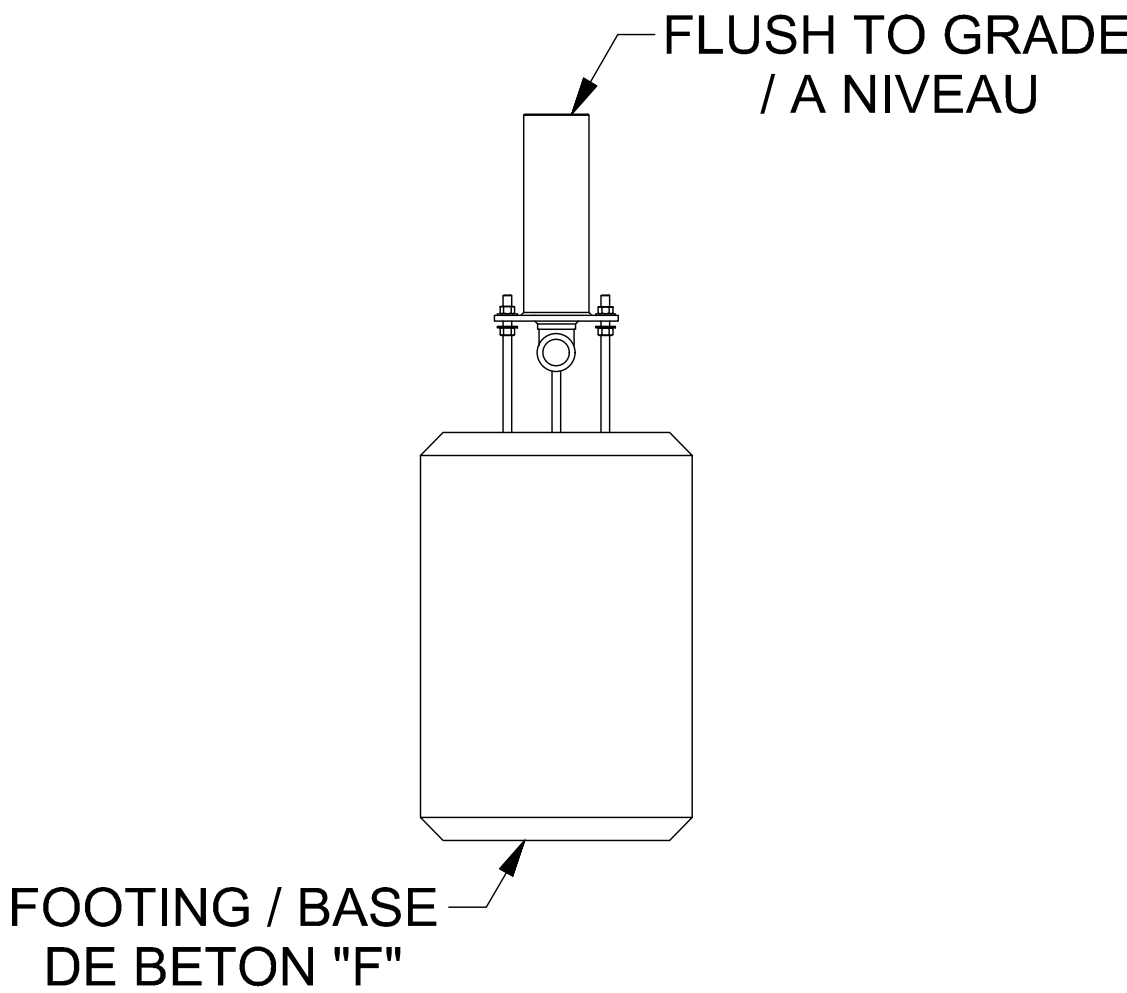
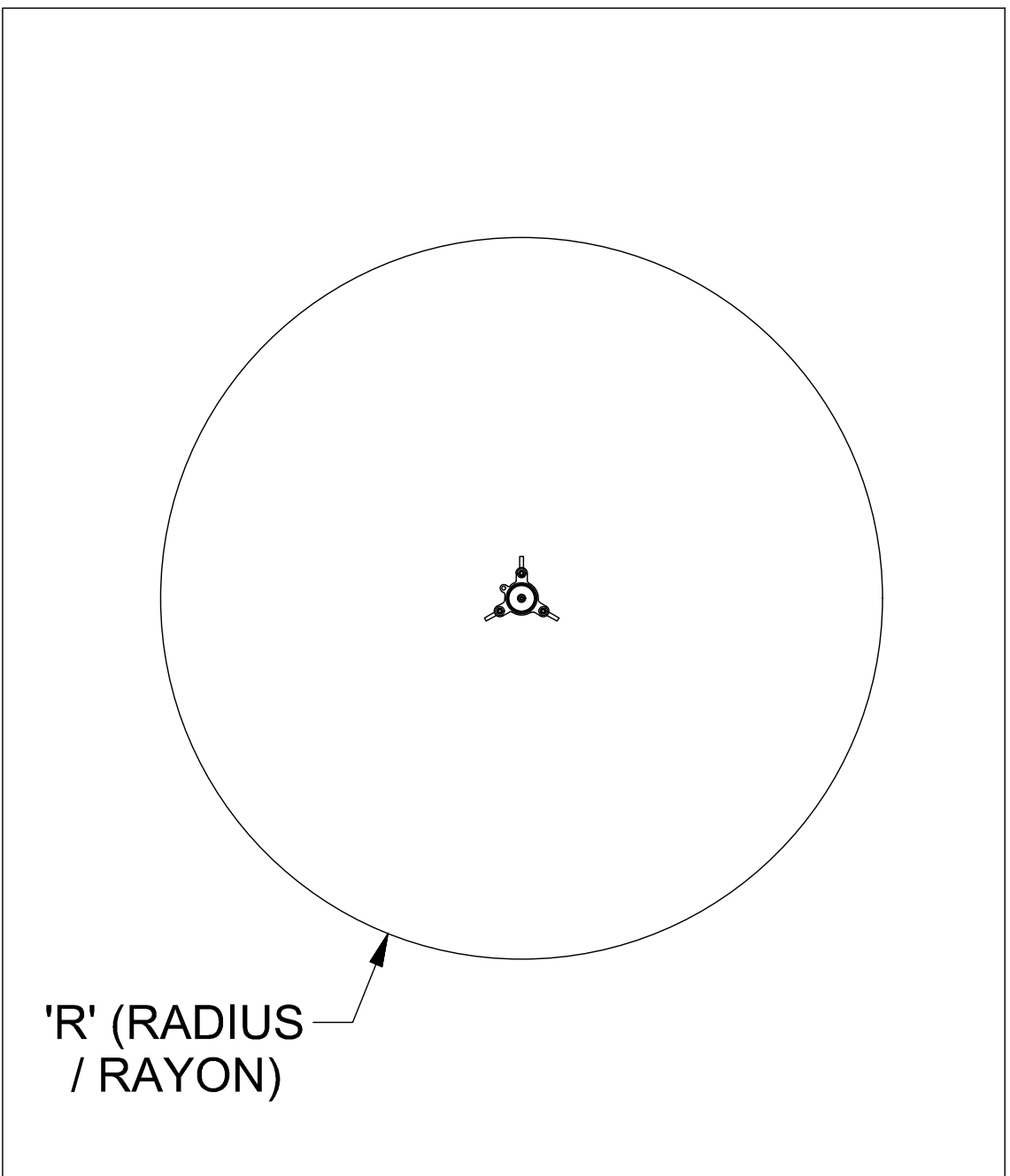
C02-311

BY WATER PLAY OR APPROVED EQUAL

LIST OF MATERIALS / LISTE DE MATERIAUX (IF / SI APPLICABLE)	
BASE MATERIAL / MATERIEL	304 STAINLESS STEEL / ACIER INOXYDABLE
NOZZLES / BUSES	ACETAL / ACETAL, URETHANE / URETHANE
PANELS / PANNEAUX	ACRYLIC / ACRYLIQUE, ALUMINUM / ALUMINIUM



IMPACT SPRAY AREA / ZONE D'ASPERSION D'IMPACT



GROUND SPRAY 1 DETAIL
NOT TO SCALE

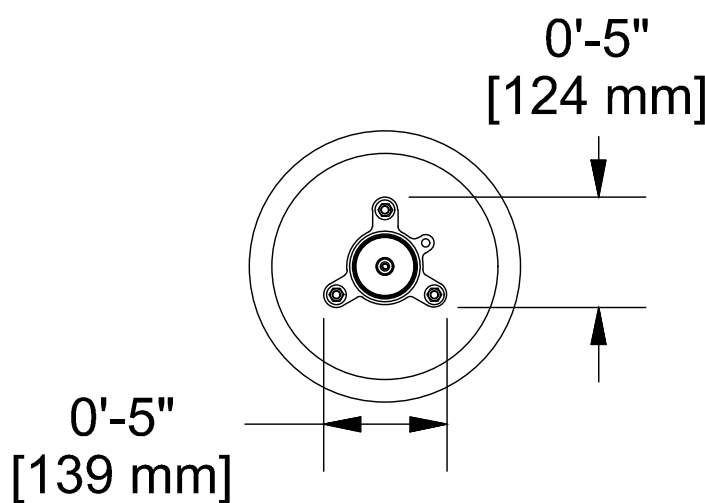
NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		SULLIVAN PARK SPLASH PAD CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			FEATURE DETAILS - SHEET 2	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: NS.15629.001				WORKING NUMBER:	
					FILENAME: 15629-SHEET 4.DWG				DET-3	
					SCALE: N.T.S.					DRAWING NUMBER:
					SURVEYED BY: NEEL-SCHAFFER INC.					10
					DSGN:	DATE:				
					DRWN: MBW	DATE: 2020				
					CHKD:	DATE:				
					QA/QC:	DATE:				

GS TOWER SPRAY

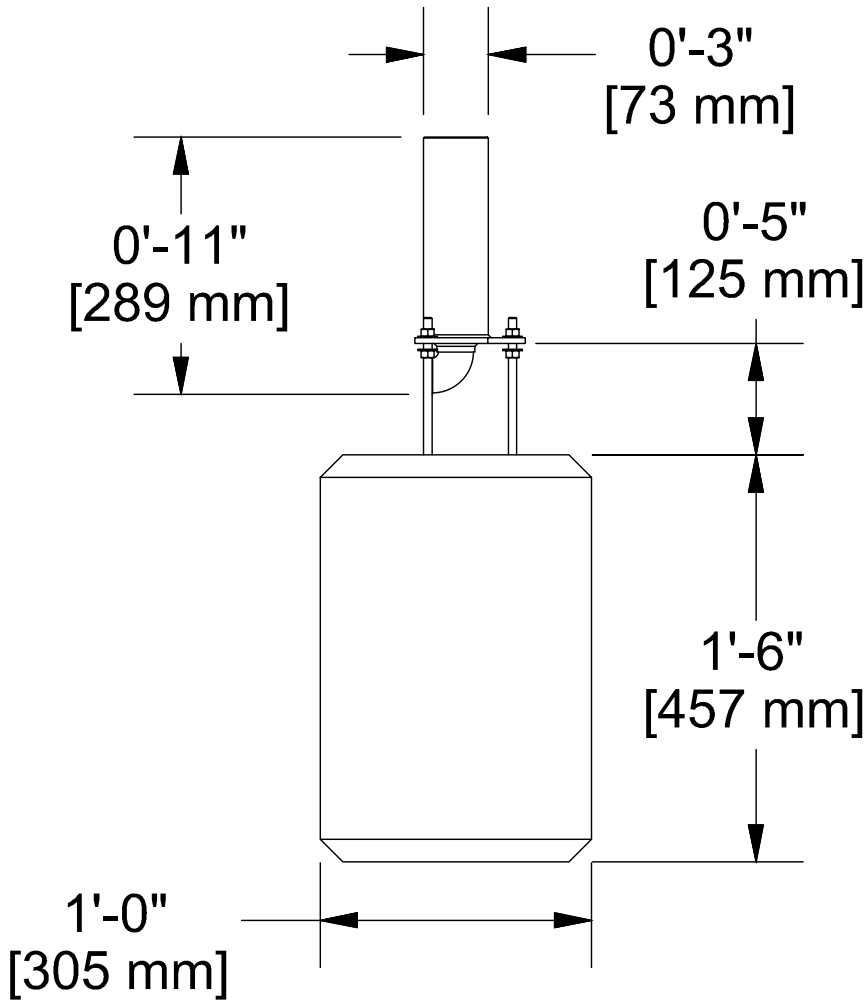
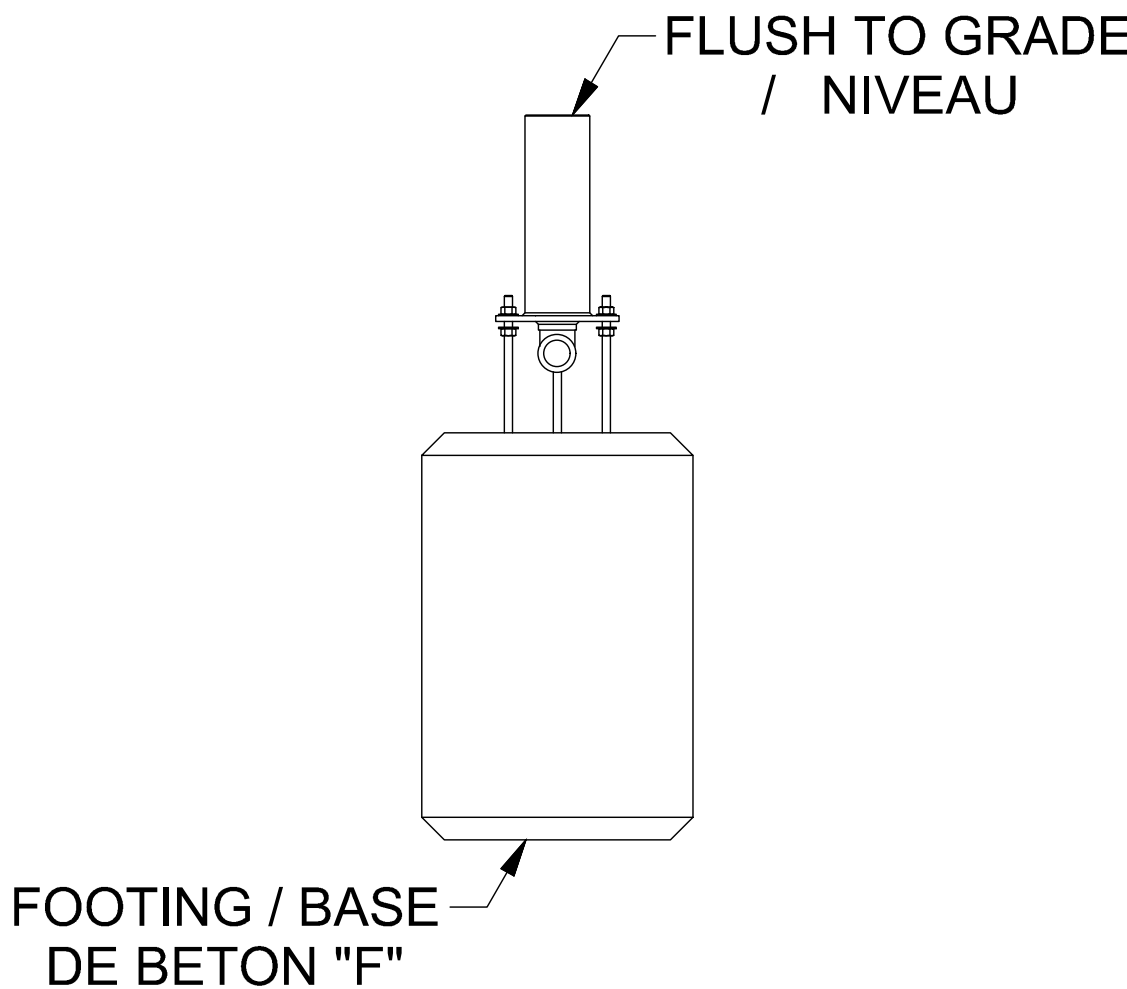
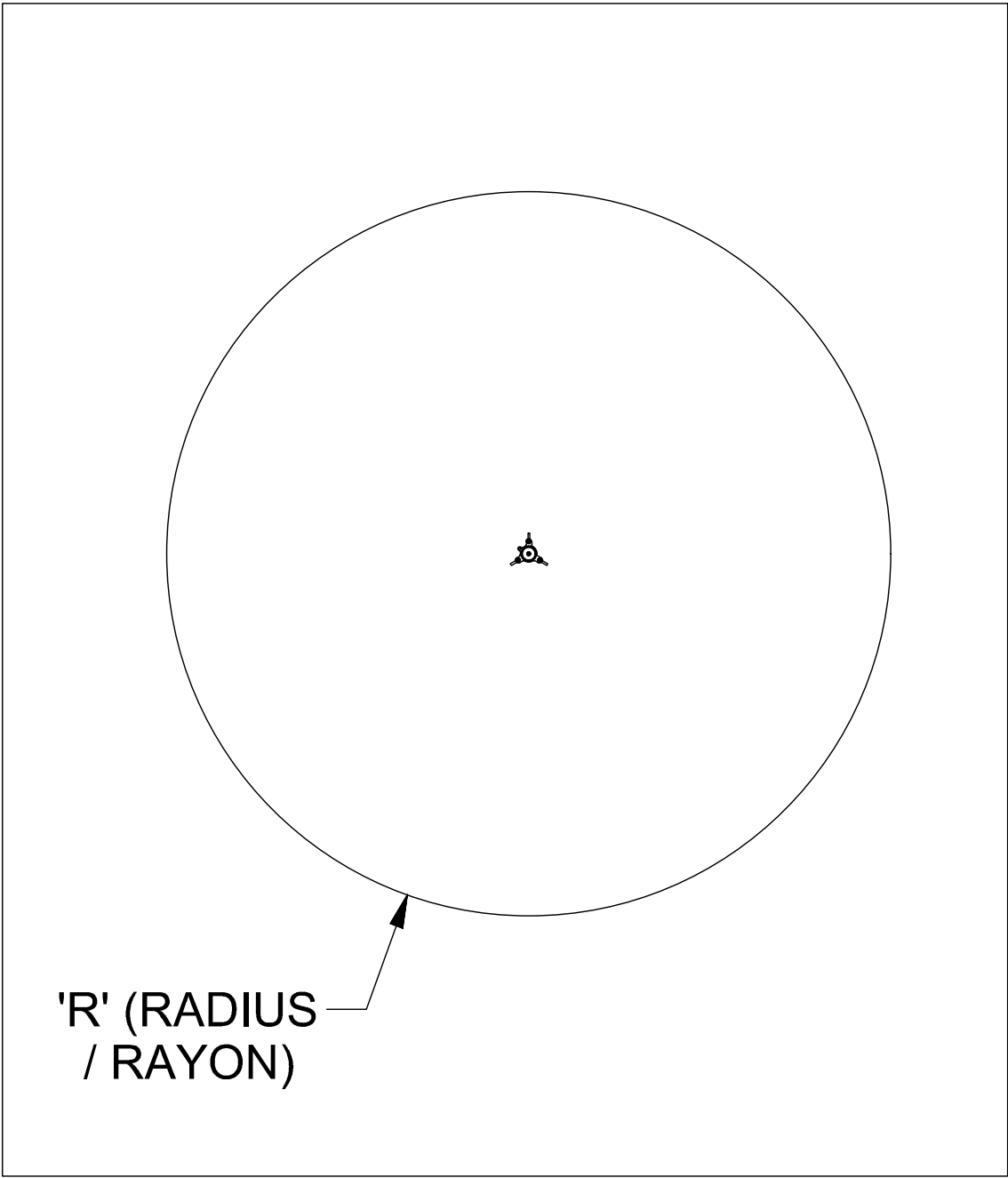
C02-343

BY WATER PLAY OR APPROVED EQUAL

LIST OF MATERIALS / LISTE DE MATERIAUX (IF / SI APPLICABLE)	
BASE MATERIAL / MATERIEL	304 STAINLESS STEEL / ACIER INOXYDABLE
NOZZLES / BUSES	ACETAL / ACETAL, URETHANE / URETHANE
PANELS / PANNEAUX	ACRYLIC / ACRYLIQUE, ALUMINUM / ALUMINIUM



IMPACT SPRAY AREA / ZONE D'ASPERSION D'IMPACT



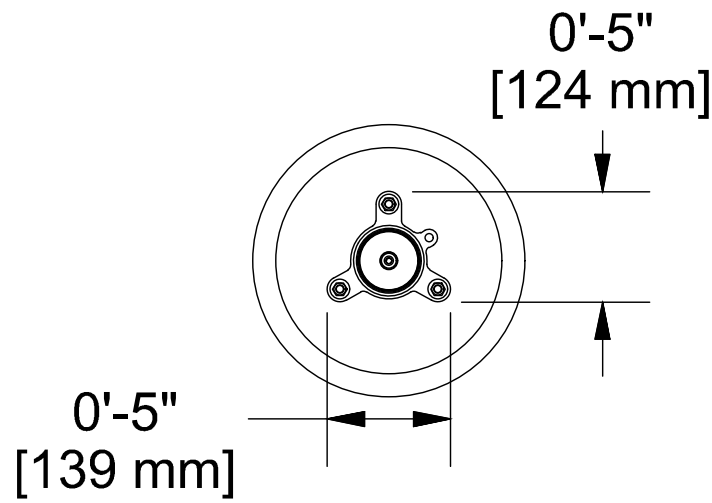
GROUND SPRAY 2 DETAIL
NOT TO SCALE

GS STARLET SPRAY

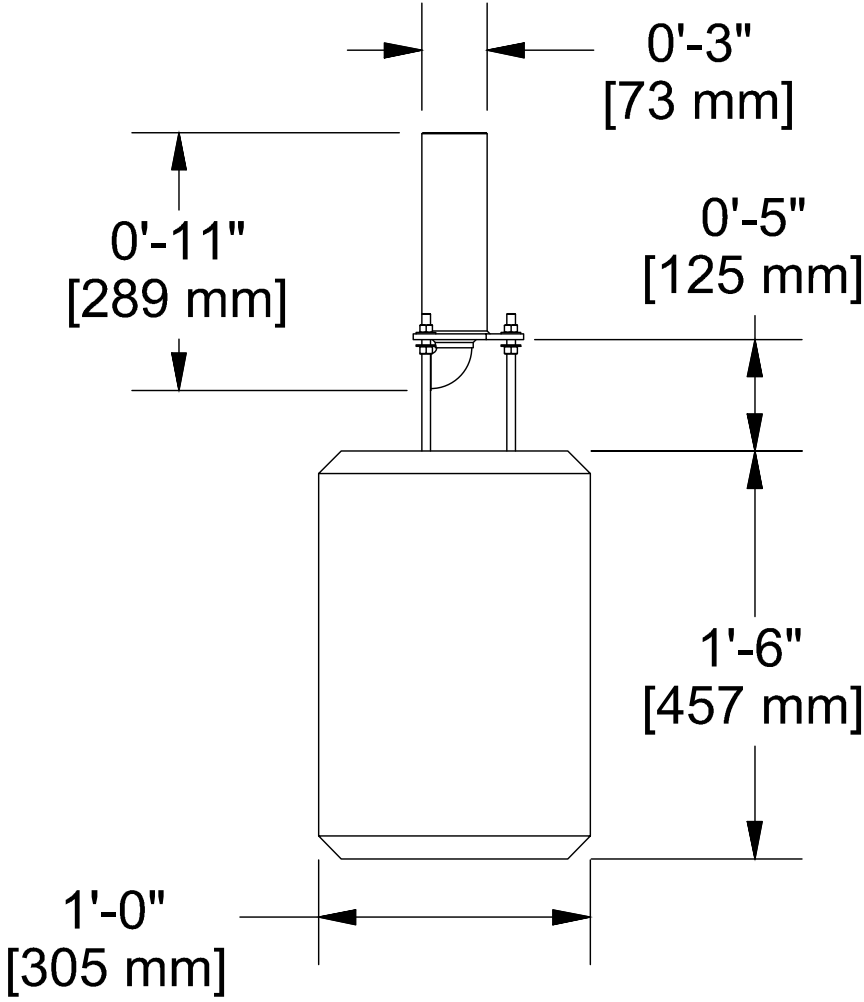
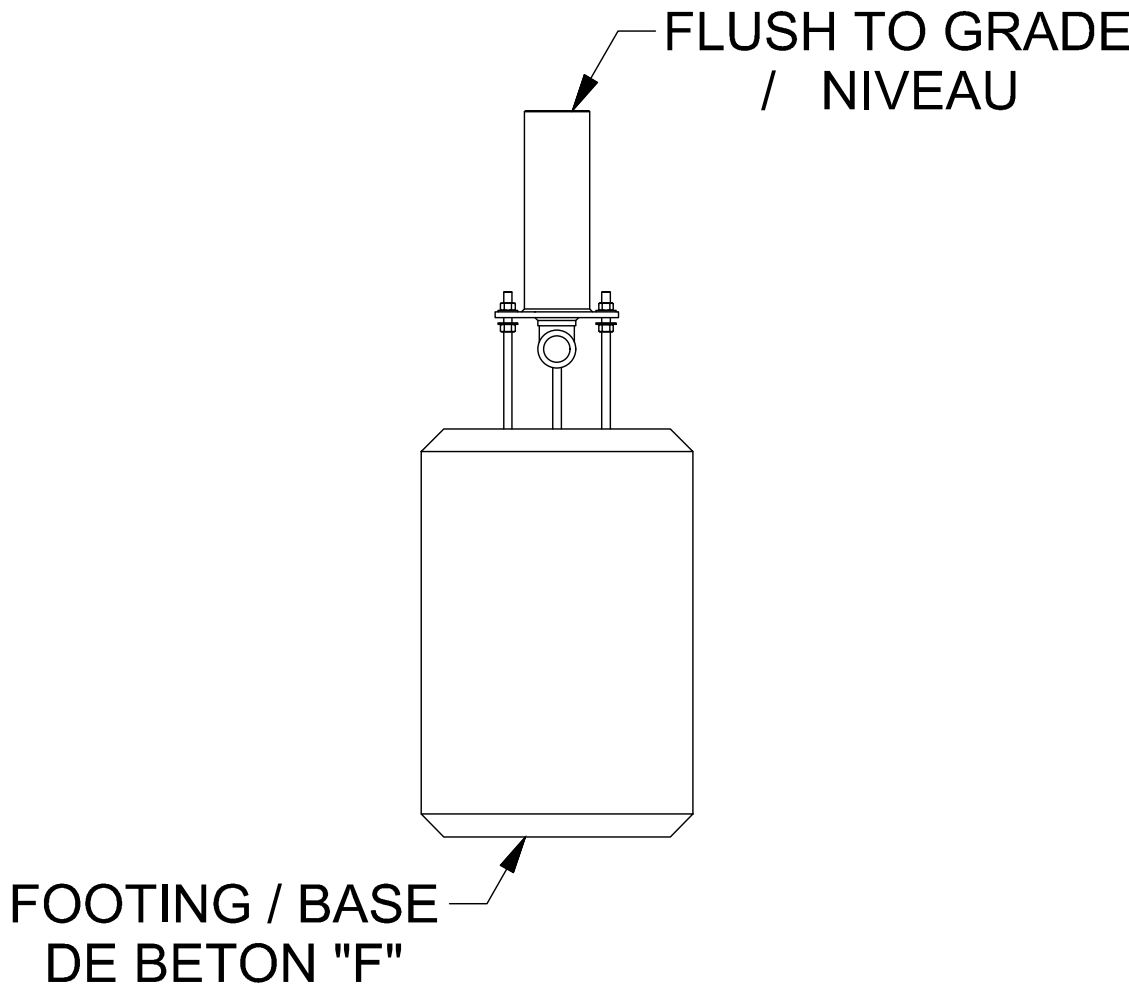
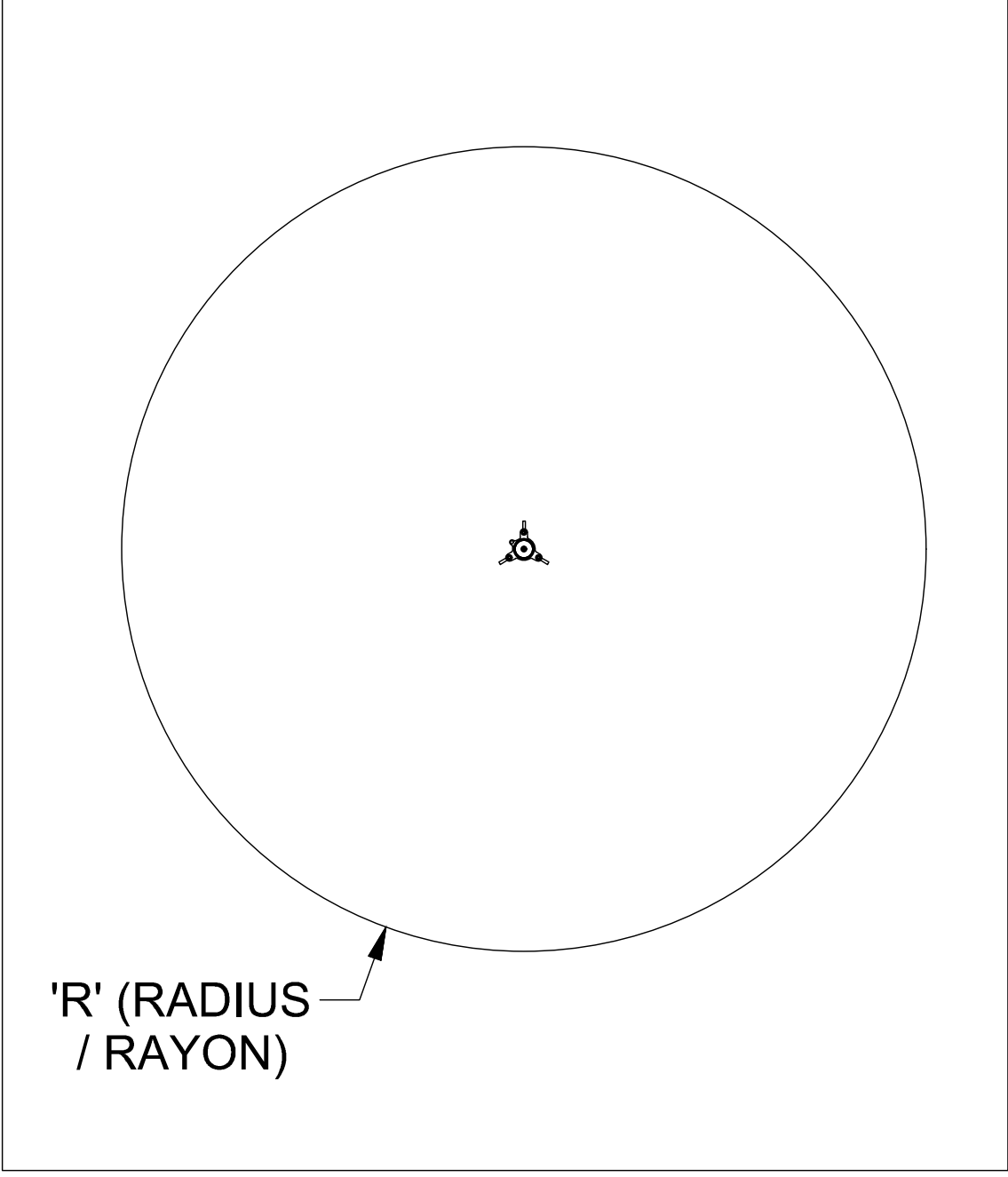
C02-339

BY WATER PLAY OR APPROVED EQUAL

LIST OF MATERIALS / LISTE DE MATERIAUX (IF / SI APPLICABLE)	
BASE MATERIAL / MATERIEL	304 STAINLESS STEEL / ACIER INOXYDABLE
NOZZLES / BUSES	ACETAL / ACETAL, URETHANE / URETHANE
PANELS / PANNEAUX	ACRYLIC / ACRYLIQUE, ALUMINUM / ALUMINIUM



IMPACT SPRAY AREA / ZONE D'ASPERSION D'IMPACT



GROUND SPRAY 3 DETAIL
NOT TO SCALE

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REVISIONS			DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	

SULLIVAN PARK
SPLASH PAD

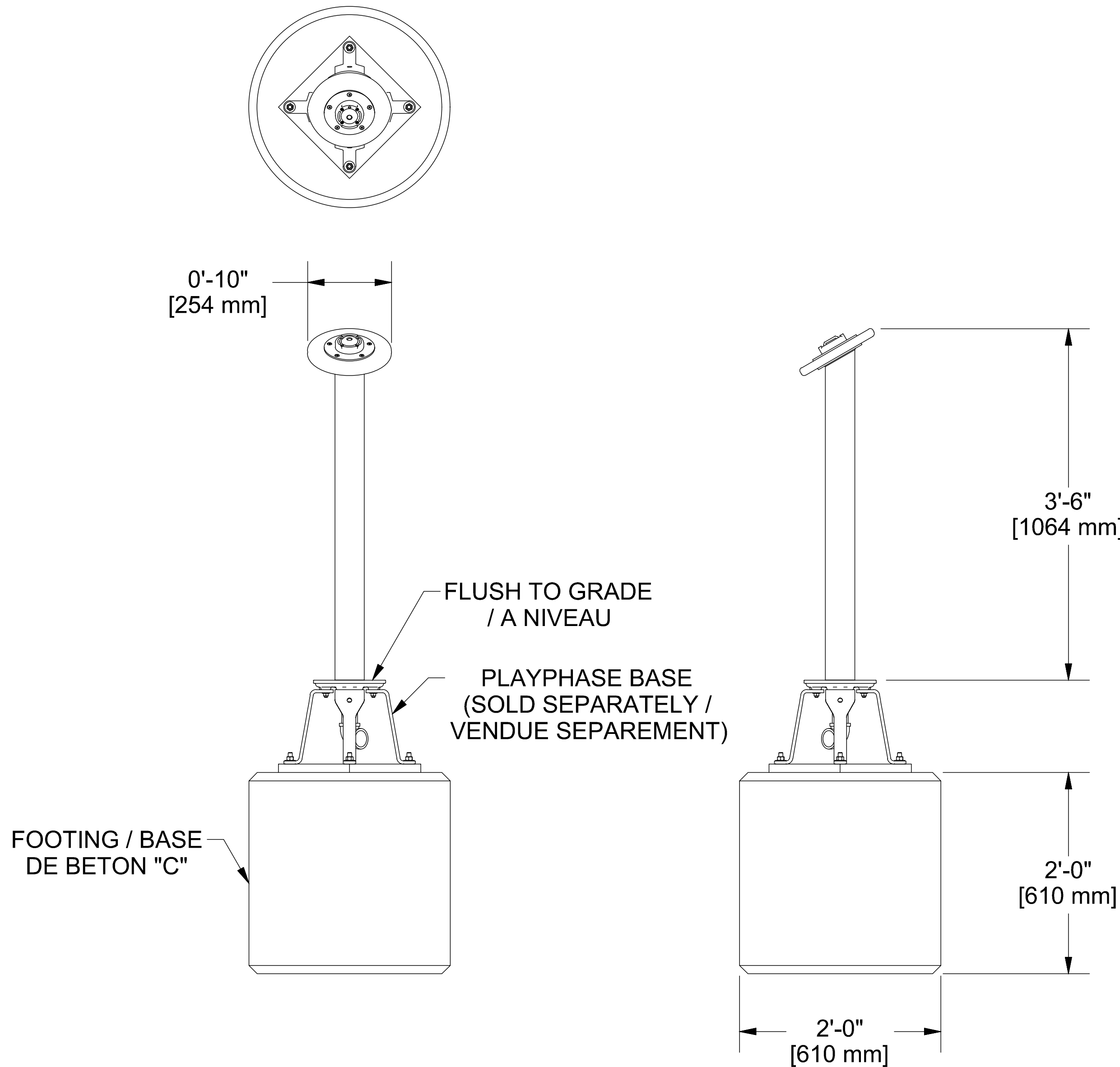
CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI



FEATURE DETAILS - SHEET 3	
WORKING NUMBER:	DRAWING NUMBER:
DET-4	11

ACTIVATOR POWER POST0010-1854

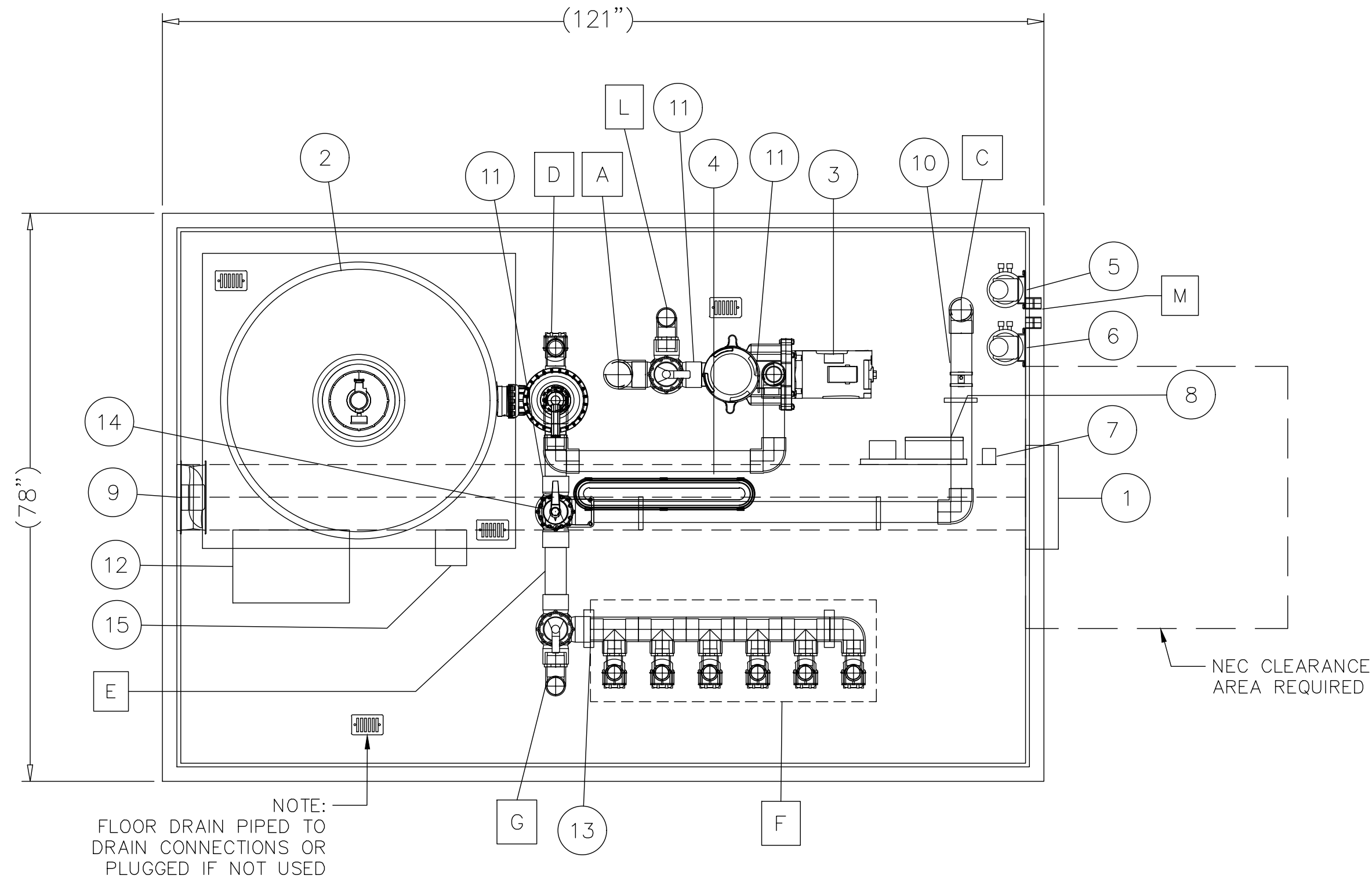
BY WATER PLAY OR APPROVED EQUAL	
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PANELS / PANNEAUX	ACRYLIC / ACRYLIQUE, ALUMINUM / ALUMINIUM



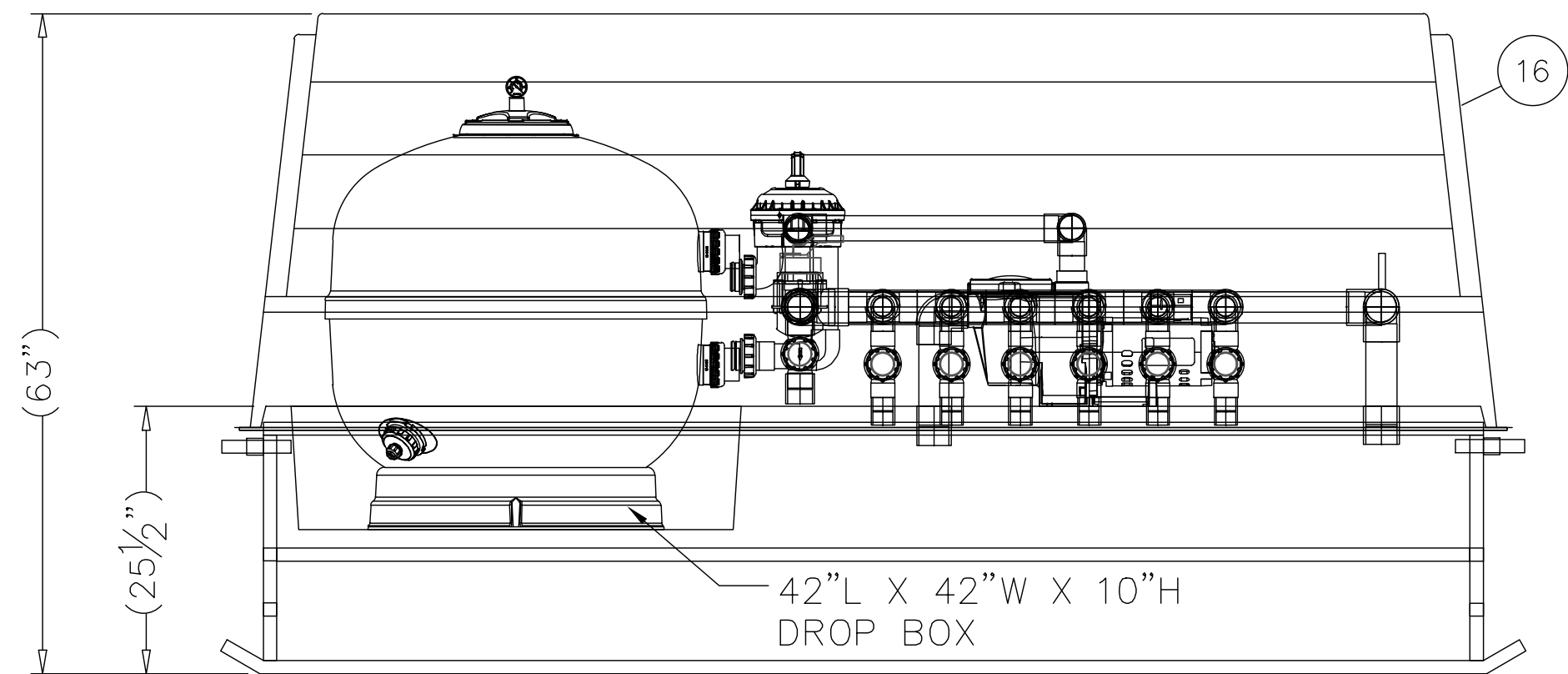
ACTIVATOR POWER POST DETAIL
NOT TO SCALE

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		SULLIVAN PARK SPLASH PAD CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			FEATURE DETAILS - SHEET 4	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: NS.15629.001				WORKING NUMBER:	DRAWING NUMBER:
					FILENAME: 15629-SHEET 4.DWG					
					SCALE: N.T.S.					
					SURVEYED BY: NEEL-SCHAFER INC.					
					DSGN:	DATE:				
					DRWN: MBW	DATE: 2020				
					CHKD:	DATE:			DET-5	12
					QA/QC:	DATE:				

- NOTES:
- ALL PIPING "NSF-PW" APPROVED / ALL ELECTRICAL WIRING IN COMPLIANCE WITH NEC ELECTRICAL INTERLOCK OF ELECTRICAL FEED EQUIPMENT WITH RECIRCULATION PUMP, HYDRAULIC INTERLOCK OF EROSION FEED EQUIPMENT WITH RECIRCULATION PUMP, FLOW PROPORTIONING VALVES WHERE REQUIRED: 2 1/2" AND UNDER - DIVERTER VALVE; 3" AND ABOVE - BUTTERFLY VALVE
 - ALL MOTORS AND RECEPTACLES ARE PROTECTED BY GFCI BREAKERS AS REQUIRED BY N.E.C.



PLAN VIEW – PAK EQUIPMENT



FRONT ELEVATION – PAK EQUIPMENT

NOTE: ALL CALLOUTS THIS SHEET ARE VAK PAK. APPROVED EQUALS WILL BE CONSIDERED.

EQUIPMENT LIST	
CHR100IWF-6CVP 600 GALLONS IN 0.1 HRS, 100 GPM @ 60 TDH, 7.69 SQ.FT TOTAL FEATURE FLOW: 100 GPM @ 60 TDH	
①	MBR ELECTRIC PANEL, 100A, 1ϕ-120/230V
②	FLUIDRA ASTRAL ASTER 36" SAND FILTER, P/N 66710-S3, 7.69 SQ.FT TOTAL, 13.0 GPM FILTER RATE FLUIDRA MULTIPORT VALVE P/N 24840, MAX FLOW 105 GPM
③	2 HP – SPECK PS250SSP RECIRC. PUMP, 105 GPM @ 60 TDH, 6" STRAINER, 1ϕ-230V
④	LED SERVICE LIGHT, MINIMAL 30FT CANDLES, MINIMUM 351LM/FT
⑤	CL FEEDER, 38 GPD, 40P GALLONS REMOTE LOCKABLE CONTAINER, 1ϕ-120V
⑥	PH FEEDER, 12 GPD, 20P GALLONS REMOTE LOCKABLE CONTAINER, 1ϕ-120V
⑦	RECEPTACLE – GFCI, 1ϕ-120V
⑧	CHEMICAL CONTROLLER, 1ϕ-120V
⑨	EXHAUST FAN, 525 CFM
⑩	2.5" BLUE-WHITE FLOWMETER, F30250P, 29 – 150 GPM
⑪	(2) PRESSURE GAUGE, 0# TO 60#, (1) VACUUM GAUGE, 0# TO 30#
⑫	WATERPLAY CONTROL PANEL, 1ϕ-120V
⑬	VPI ACTUATED MANIFOLD: V1: (1) 1.5" FEATURE, V2: (1) 1.5" FEATURE, V3: (1) 1.5" FEATURE, V4: (1) 1.5" FEATURE, V5: (1) 1.5" FEATURE, V6: (1) 1.5" FEATURE, V7: (1) 2" MANUAL BYPASS, MAX FEATURE FLOW: 100 GPM @ 60 TDH
⑭	ACTUATED VALVE, 1ϕ-24V
⑮	TRANSFORMER, 1ϕ-120V TO 24V
⑯	CB1002, CT700

	VALVES AND PIPE CONNECTION SIZES	SIZE
A	RECIRC. SUCTION	3"
B	MAIN	6"
C	FILTER RETURN	2 1/2"
D	BACKWASH/WASTE W/ SIGHT GLASS AND CHECK VALVE	2 1/2"
E	TO FEATURE RETURN	2 1/2"
F	FEATURE RETURN A (6)	1 1/2"
G	FEATURE BYPASS	2"
H	FRESH WATER	1"
J	FWLC-W/ PLUG	2"
K	OVERFLOW	2"
L	TANK DRAIN	2"
M	CHASE COUPLINGS (2)	1/2"
N	FLOOR DRAIN	2"

MECHANICAL DETAIL 1

NOT TO SCALE

NOTICE TO DRAWING HOLDER
NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

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				SURVEYED BY: NEEL-SCHAFFER INC.
				DSGN: DATE:
				DRWN: MBW DATE: 2020
				CHKD: DATE:
				QA/QC: DATE:

SULLIVAN PARK
SPLASH PAD

CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI



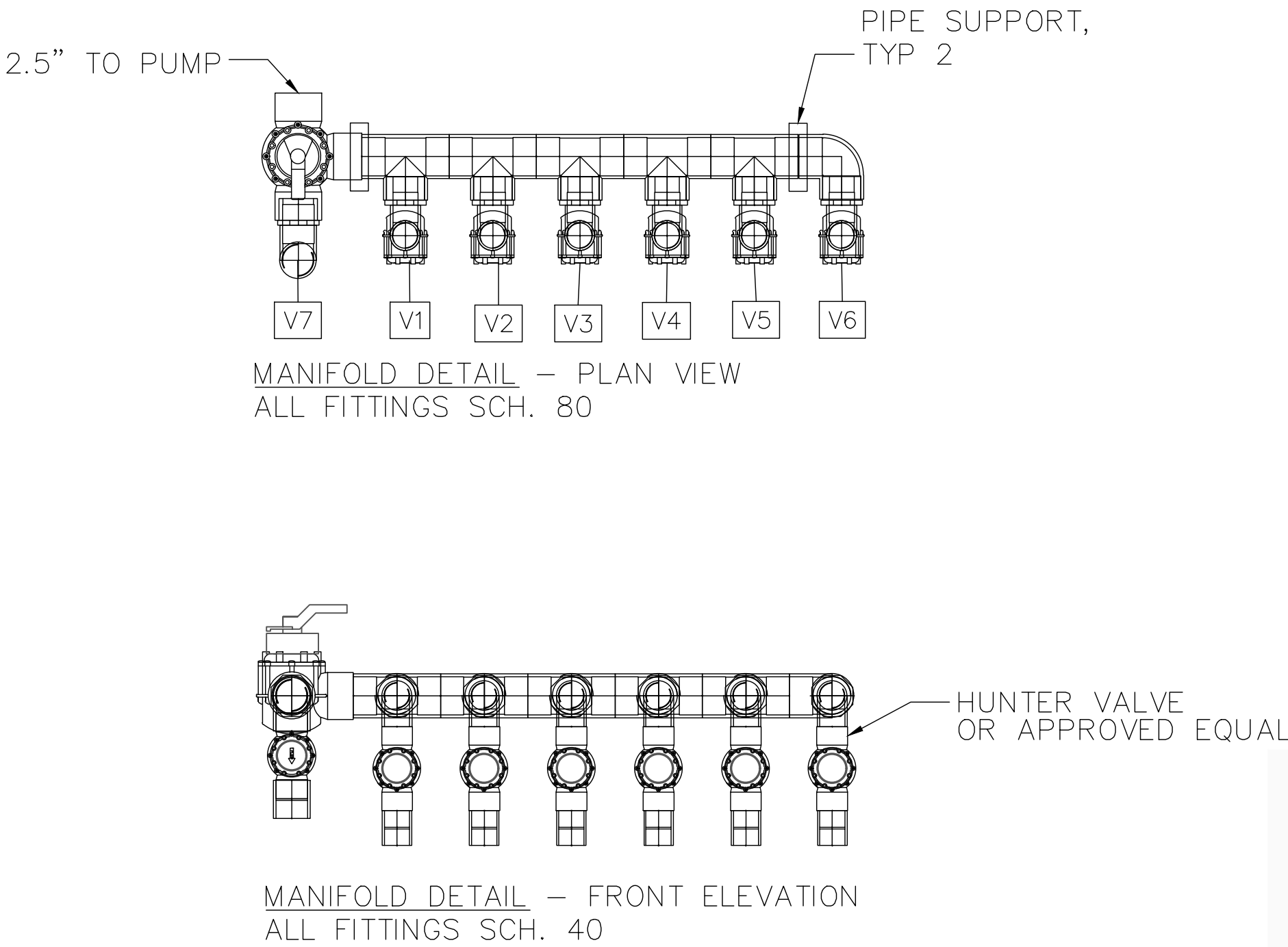
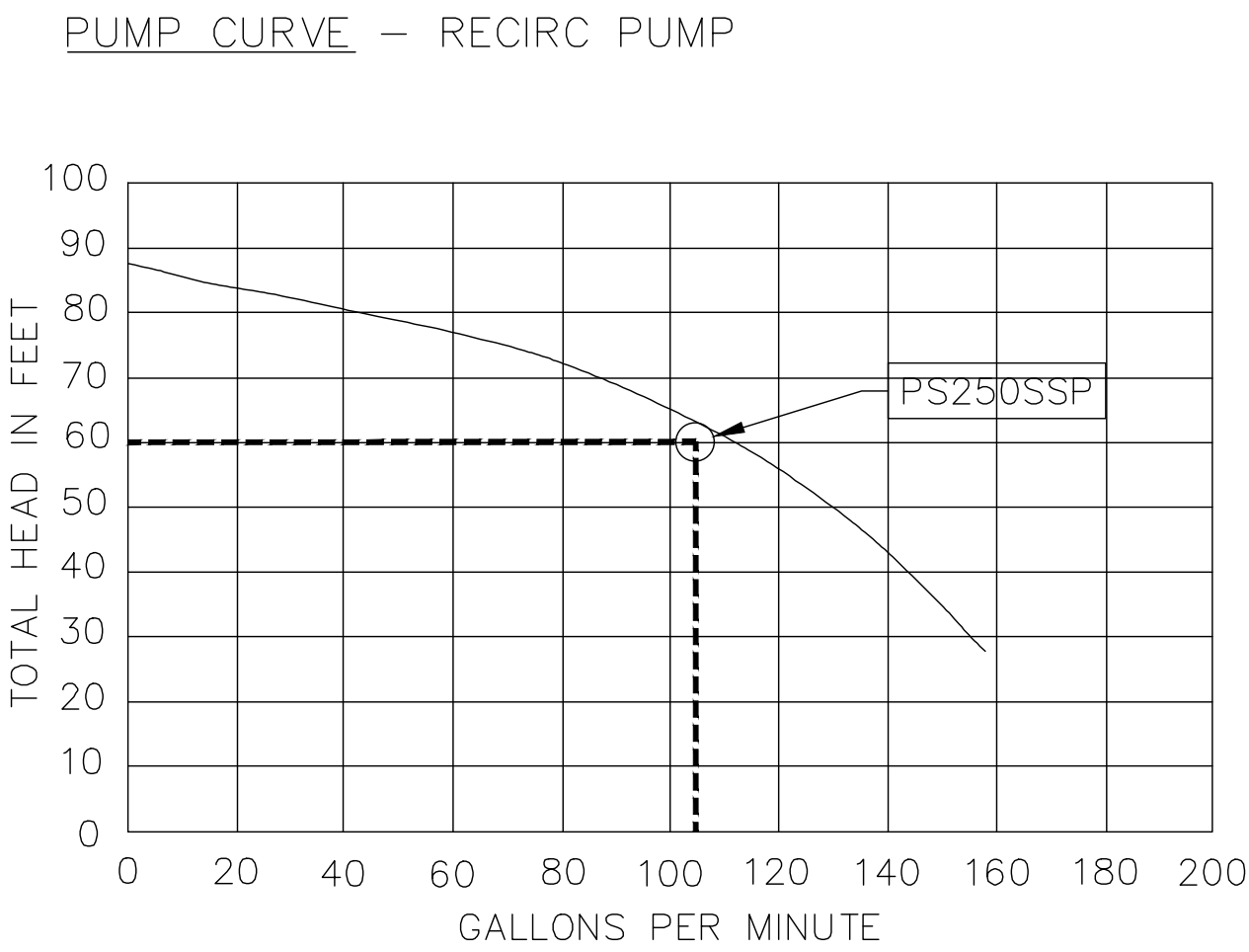
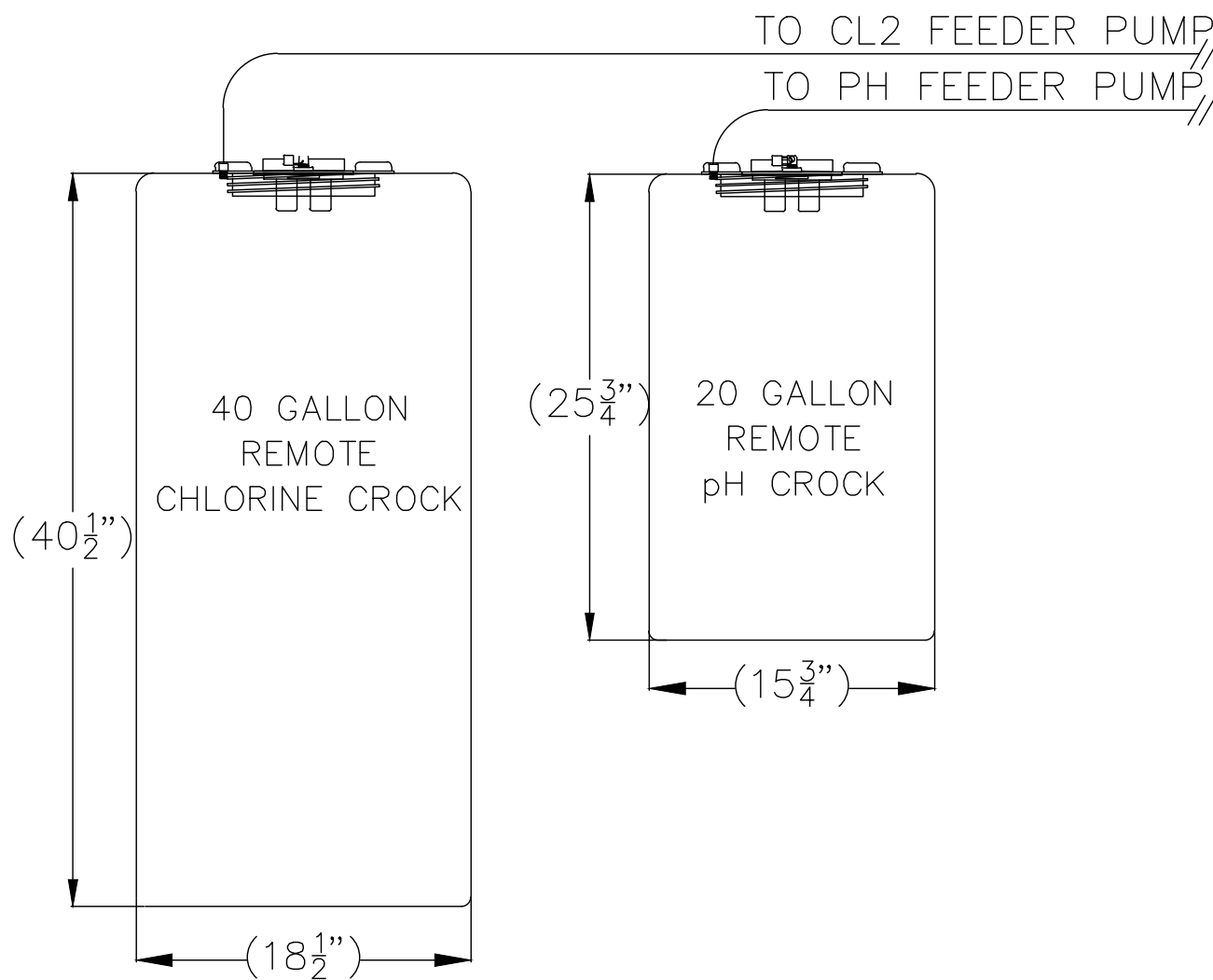
MECHANICAL DETAILS - SHEET 1

WORKING NUMBER:	DRAWING NUMBER:
DET-6	13

NOTE: ALL CALLOUTS THIS SHEET ARE VAK PAK. APPROVED EQUALS WILL BE CONSIDERED.

-QUIPMENT LIST C	
CHR100IWF-6CVP 600 GALLONS IN 0.1 HRS, 100 GPM @ 60 TDH, 7.69 SQ.FT TOTAL FEATURE FLOW: 100 GPM @ 60 TDH	
⑬	VPI ACTUATED MANIFOLD: V1: (1) 1.5" FEATURE, V2: (1) 1.5" FEATURE, V3: (1) 1.5" FEATURE, V4: (1) 1.5" FEATURE, V5: (1) 1.5" FEATURE, V6: (1) 1.5" FEATURE, V7: (1) 2" MANUAL BYPASS, MAX FEATURE FLOW: 100 GPM @ 60 TDH

- CROCK INSTALLATION NOTE:
- CHEMICAL CONTAINERS MUST BE SEISMICALLY RESTRAINED.
 - RESTRAINTS ARE SUPPLIED BY & INSTALLED
 - ALL TIE-DOWN & EMBEDMENT CALCULATIONS ARE TO BE SUPPLIED BY THE **CONTRACTOR**.
 - LEAVE AT LEAST 3" OF CROCK BODY ABOVE GRADE TO PREVENT WATER SEEPAGE.



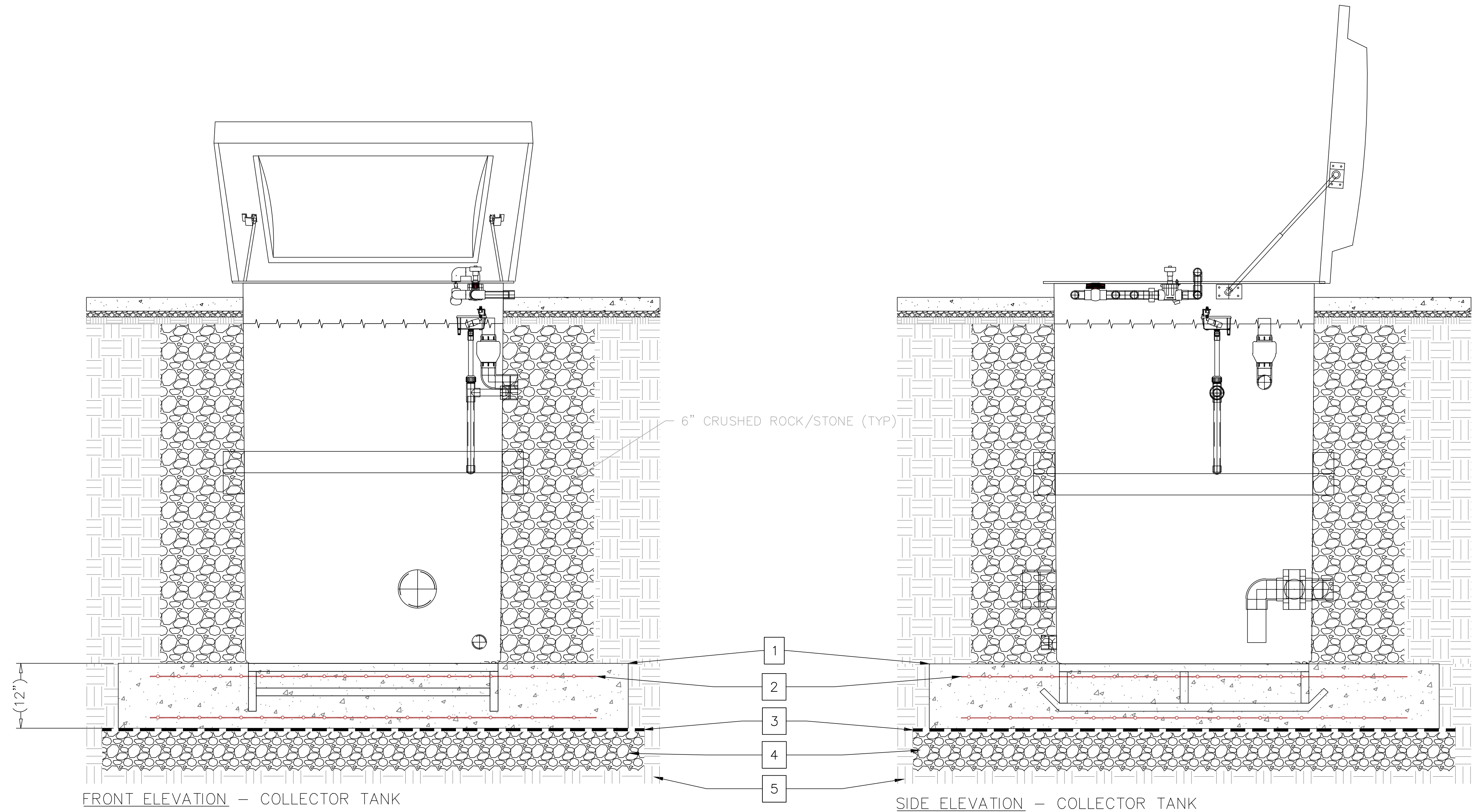
MECHANICAL DETAIL - CROCK & MANIFOLD
NOT TO SCALE

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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: NS.15629.001					
					FILENAME: 15629-SHEET 4.DWG					
					SCALE: N.T.S.					
					SURVEYED BY: NEEL-SCHAFFER INC.					
					DSGN:	DATE:				
					DRWN: MBW	DATE: 2020				
					CHKD:	DATE:			WORKING NUMBER:	DRAWING NUMBER:
					QA/QC:	DATE:			DET-7	14

SHEET NOTES

THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO
EOR/AOR/LA FOR REVIEW AND APPROVAL

1. CONCRETE TANK ANCHOR — GRADE M25
2. ANCHOR REINFORCING — GRADE 60, #4 @ 12"OC EW TOP & BOTTOM.
3. VISQUEEN VAPOR BARRIER.
4. CRUSHED ROCK/STONE.
5. COMPACTED SOIL.



MECHANICAL DETAIL - COLLECTOR TANK DETAIL 1

NOT TO SCALE

NOTICE TO DRAWING HOLDER

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SULLIVAN PARK
SPLASH PAD

CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI



MECHANICAL DETAILS - SHEET 3

WORKING NUMBER:

DET-8

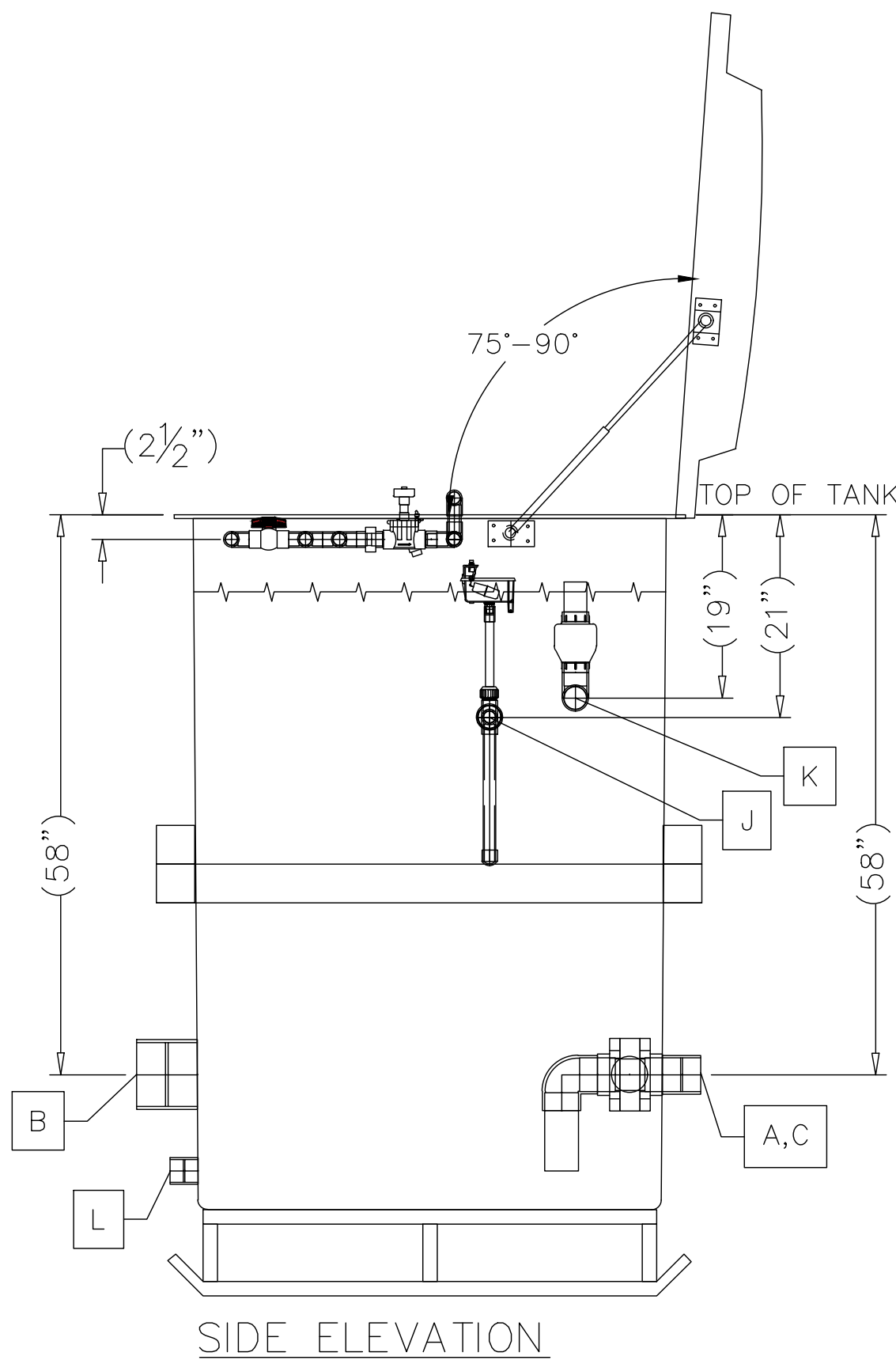
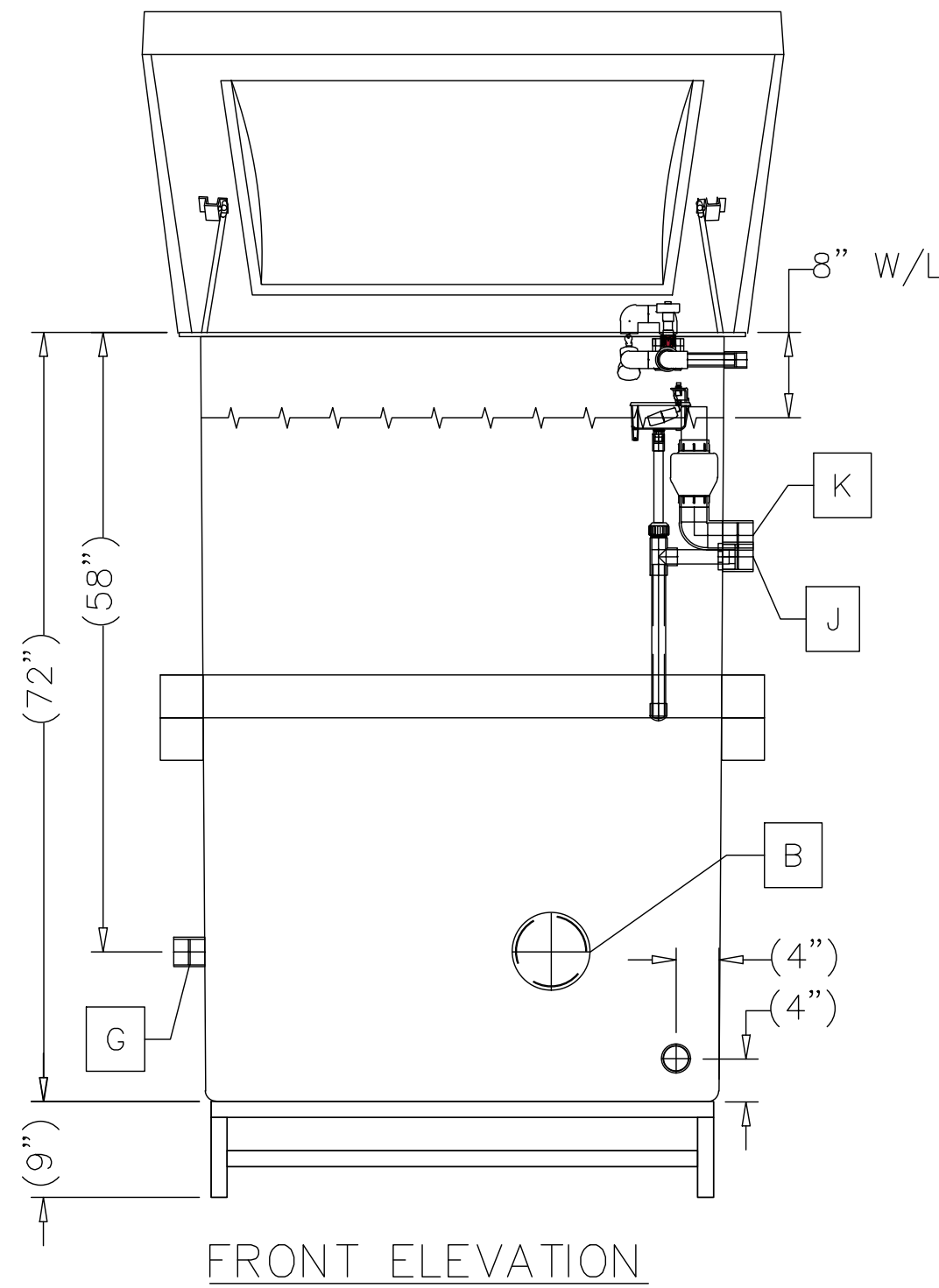
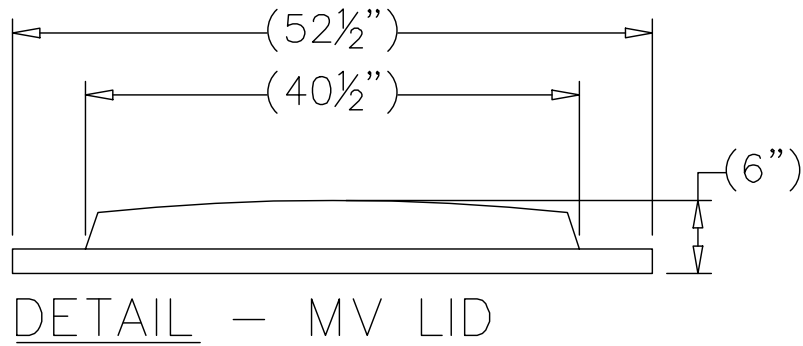
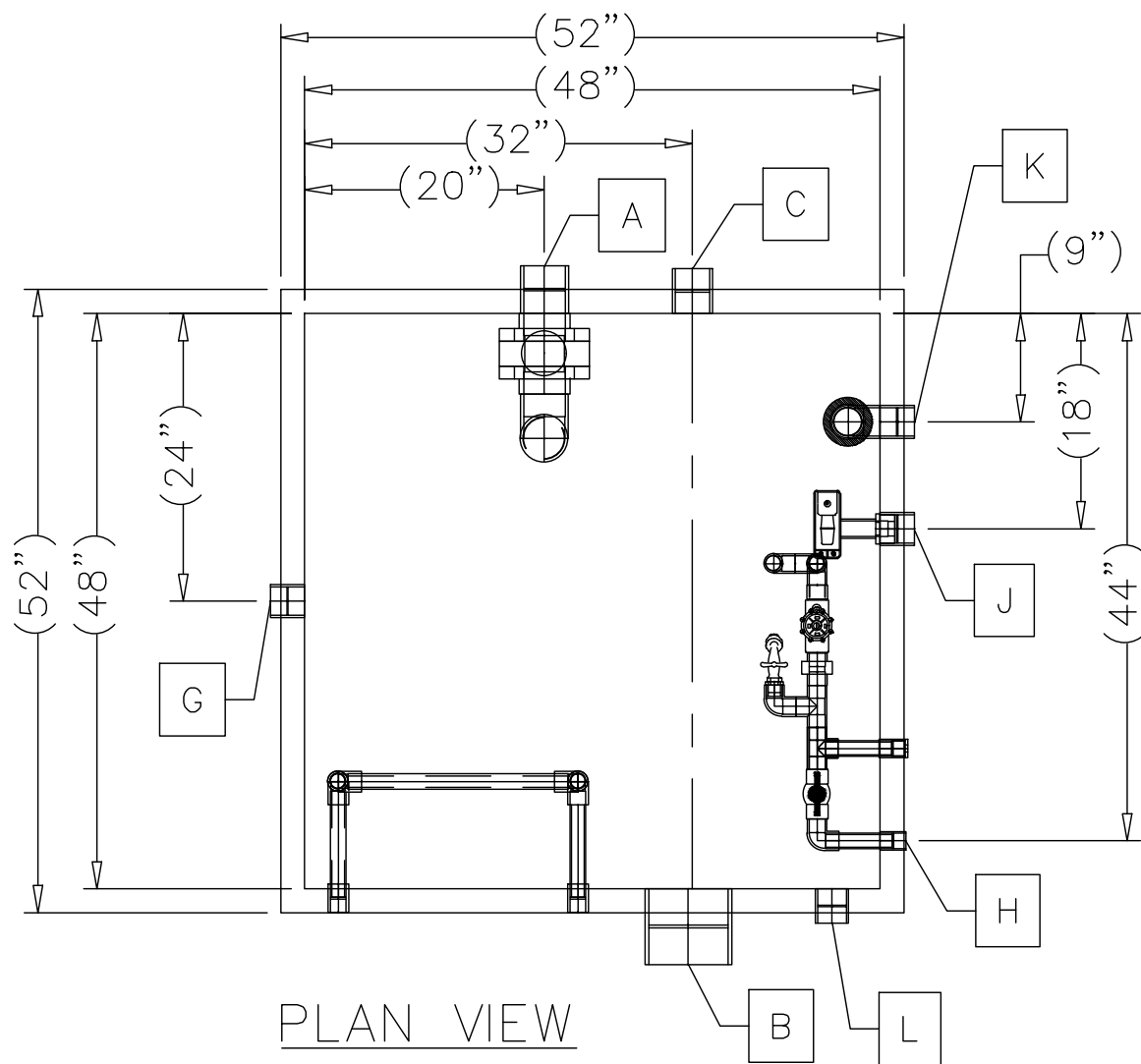
DRAWING NUMBER:

15

GENERAL NOTES:

1. TANK HAS TWO SUCTION PORTS. PLUG UNUSED PORTS.
2. TANK HAS ACCESS LADDER.

	VALVES AND PIPE CONNECTION SIZES	SIZE
A	RECIRC./FEATURE SUCTION	3"
B	MAIN	6"
C	FILTER RETURN	2 1/2"
G	FEATURE BYPASS	2"
H	FRESH WATER	1"
J	FWLC-W/ PLUG	2"
K	OVERFLOW	2"
L	TANK DRAIN	2"



TOTAL TANK CAPACITY: 718.1 GALLONS
USABLE TANK VOLUME: *638.3 GALLONS
*NOTE W/8" FREEBOARD SPACE

MECHANICAL DETAIL - COLLECTOR TANK DETAIL 2

NOT TO SCALE

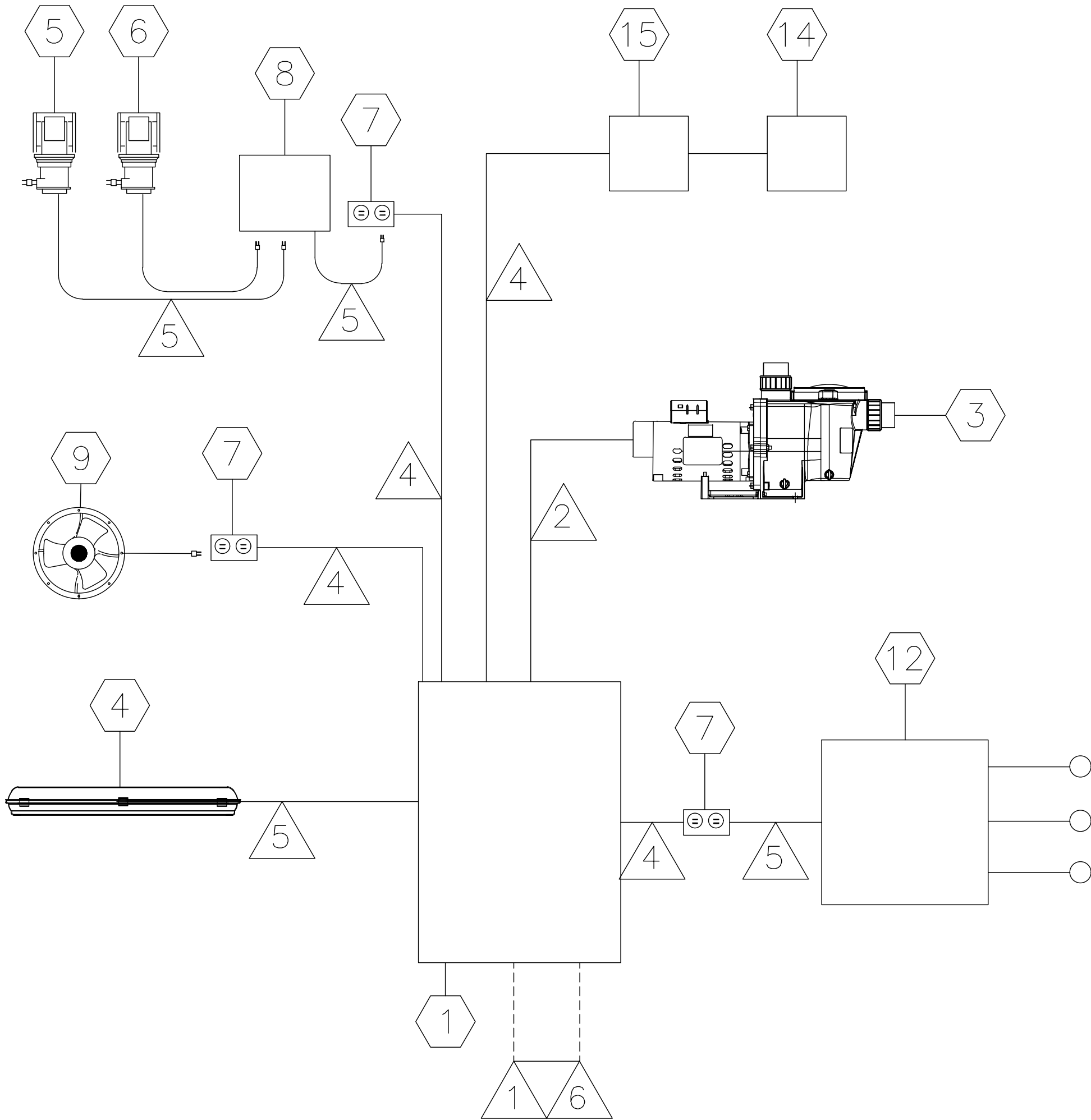
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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: NS.15629.001					
					FILENAME: 15629-SHEET 4.DWG					
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					SURVEYED BY: NEEL-SCHAFFER INC.					
					DSGN:	DATE:				
					DRVN: MBW	DATE: 2020				
					CHKD:	DATE:			WORKING NUMBER:	DRAWING NUMBER:
					QA/QC:	DATE:			DET-9	16

NOTE: ALL CALLOUTS THIS SHEET ARE VAK PAK. APPROVED EQUALS WILL BE CONSIDERED.

#	MFG	PART #	DESCRIPTION
①	SQUARE-D	QO112M100PRB	MAIN BREAKER PANEL, 12SP, 100A - 1ϕ-120/230V
③	SPECK	IG174-1250M-000 (PS250SSP)	2 HP RECIRCULATION/FEATURE PUMP, 1ϕ-230V
④	SBL	VTS2D-50K30M	LED SERVICE LIGHT, 1ϕ-120V
⑤	ROLACHEM	RC103	CL FEEDER, 1ϕ-120V
⑥	ROLACHEM	RC25/53	PH FEEDER, 1ϕ-120V
⑦	LEVITON	5320	RECEPTACLE W/ EXTRA-DUTY WEATHER-PROOF COVER, 1ϕ-120V
⑧	DUFFIELD	AT-1	CHEMICAL CONTROLLER, 1ϕ-120V
⑨	COOLTRON	FA2589B11T7C	EXHAUST FAN, 525CFM, 1ϕ-120V, W/ ALUMINUM GRILL
⑫	WATERPLAY	N/A	CONTROL PANEL, 1ϕ-120V, W/ (6) HUNTER PGV-151 VALVES
⑭	JANDY	JA24VAC	3-WAY ACTUATOR, 1ϕ-24V
⑮	VP	TRF75VA	75V ACTUATOR TRANSFORMER, 120V TO 24V

	CONDUCTORS				REMARKS
	PHASE	NEUTRAL	GROUND	CONDUIT	
①					PANEL FEED BY OTHERS
②	2 - #12		1 - #12	1/2"	TYPE LFNC-B UL SEALTITE
③	1 - #12	1 - #12	1 - #12	1/2"	TYPE LFNC-B UL SEALTITE
④	1 - #14	1 - #14	1 - #14	1/2"	TYPE LFNC-B UL SEALTITE
⑤	1 - #14	1 - #14	1 - #14	1/2"	TYPE SJQOW
⑥	INDICATES WIRE AND CONDUIT INSTALLED BY OTHERS				

PANEL SCHEDULE					
120/230V, 1 PHASE, 3 WIRE, NEMA 3R, 12SP, 100A MBR					
CIR.	POLES	TRIP	LOAD	AMPS	DEMAND FACTOR 1.25
1	2	15A-GFCI	RECIRC/FEATURE PUMP W/ INTERLOCKED FDRS	10.0	12.5
2	1	15A-GFCI	CONTROL PANEL	12.0	15.0
4	1	15A	SERVICE LIGHT	1.5	1.9
5	1	15A-GFCI	EXHAUST FAN	5.0	6.3
6	1	15A	FEEDERS RECEPTACLE - GFCI	4.4	5.5
7	1	15A-GFCI	ACTUATOR/TRANSFORMER	1.0	1.3
TOTAL LOAD				33.9	42.4



MECHANICAL WIRING DETAIL

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			DSGN:	DATE:
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			CHKD:	DATE:
			QA/QC:	DATE:

SULLIVAN PARK
SPLASH PAD

CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI



MECHANICAL DETAILS - SHEET 5

WORKING NUMBER:

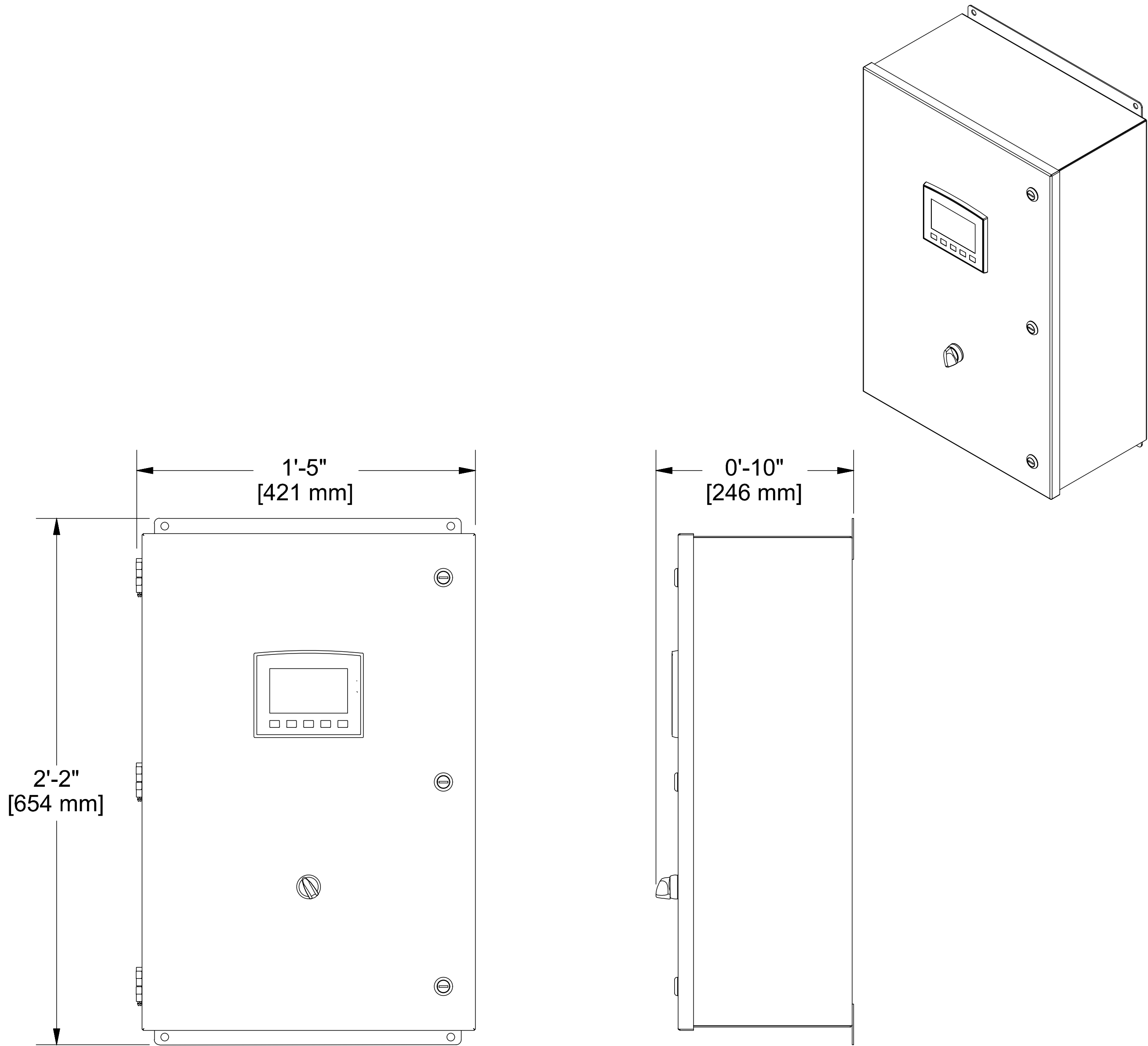
DET-10

DRAWING NUMBER:

17

CONTROLLER POTABLE0010-1954

ATTENTION:
IT IS THE RESPONSIBILITY OF THE INSTALLER TO MAKE THE FIELD INSTALLATION NEMA 4 COMPLIANT. THE INSTALLATION MUST COMPLY WITH LOCAL ELECTRICAL CODE REQUIREMENTS AND BE APPROVED BY LOCAL ELECTRICAL INSPECTION AUTHORITIES. CONTROL PANEL NOT TO BE INSTALLED IN DIRECT SUNLIGHT.
BY WATER PLAY OR APPROVED EQUAL.



CONTROLLER - POTABLE

- FEATURES:**
- INDUSTRIAL GRADE FIELD AND REMOTE PROGRAMMABLE PLC
 - REMOTE TROUBLESHOOTING AND CONTROL CAPABLE
 - 4" COLOUR OPERATOR INTERFACE CONTROLS:
 - FEATURE SEQUENCING
 - PARK OPERATING DAYS AND HOURS
 - TEST MODE
 - smartACCESS DATA LOGGING AND MAINTENANCE SOFTWARE (OPTIONAL)
 - DROUGHT SEQUENCING
 - STANDARD 12 OUTPUTS WITH EXPANSION CAPABILITY TO 36 OUTPUTS

- CARACTERISTIQUES:**
- PLC INDUSTRIEL, PROGRAMMATION DISPONIBLE SUR SITE OU A DISTANCE
 - CAPACITE DE DEPANNAGE ET CONTRELE A DISTANCE
 - ECRAN TACTILE 4" COLORISE:
 - SEQUENCEAGE DES JEUX
 - HEURES ET JOURS D'OPERATIONS DE L'AIRES DE JEU
 - MODE TESTE
 - smartACCESS ENREGISTREMENT DE DONNEES ET LOGICEL DE MAINTENANCE (OPTIONEL)
 - SEQUENEAAGE DURANT SECHERESSE
 - 12 SORTIES STANDARDS AVEC POSSIBILITE D'EXPANSION A 36 SORTIES

CONTROLLER - WTS BY OTHERS

- FEATURES:**
- INDUSTRIAL GRADE FIELD AND REMOTE PROGRAMMABLE PLC
 - REMOTE TROUBLESHOOTING AND CONTROL CAPABLE
 - 7" COLOUR OPERATOR INTERFACE CONTROLS:
 - SINGLE OR DOUBLE PUMP CONTROL FOR SIMPLE WATER TREATMENT SYSTEMS BUILT BY THIRD PARTY
 - FEATURE SEQUENCING
 - PARK OPERATING DAYS AND HOURS
 - TEST MODE
 - smartACCESS DATA LOGGING AND MAINTENANCE SOFTWARE (OPTIONAL)
 - STANDARD 12 OUTPUTS WITH EXPANSION CAPABILITY TO 36 OUTPUTS

- CARACTERISTIQUES:**
- PLC INDUSTRIEL, PROGRAMMATION DISPONIBLE SUR SITE OU DISTANCE
 - CAPACITE DE DEPANNAGE ET CONTRELE A DISTANCE
 - ECRAN TACTILE 7" COLORISE:
 - CONTROLE POUR SYSTEMES DE FILTRATIONS AVEC UNE OU DEUX POMPES BATIS SUR PLACE PAR UNE PARTIE AUTRE QUE WATERPLAY
 - SEQUENCEAGE DES JEUX
 - HEURES ET JOURS D'OPERATIONS DE L'AIRES DE JEU
 - MODE TESTE
 - smartACCESS ENREGISTREMENT DE DONNEES ET LOGICEL DE MAINTENANCE (OPTIONEL)
 - 12 SORTIES STANDARDS AVEC POSSIBILITE D'EXPANSION A 36 SORTIES

WATER TREATMENT SYSTEMS

- FEATURES:**
- 100% FILTRATION (SINGLE LOOP)
 - SAFER CHEMICAL HANDLING WITH CO2 AND CALCIUM HYPOCHLORITE TABLETS
 - FLEXIBLE LAYOUT WITH FIELD LOCATABLE FILTER
 - INDUSTRIAL GRADE FIELD AND REMOTE PROGRAMMABLE PLC
 - REMOTE TROUBLESHOOTING AND CONTROL CAPABLE
 - TOUCHSCREEN OPERATOR INTERFACE CONTROLS:
 - FEATURE SEQUENCING
 - PARK OPERATING DAYS AND HOURS
 - TEST MODE
 - smartACCESS DATA LOGGING AND MAINTENANCE SOFTWARE (OPTIONAL)
 - DROUGHT SEQUENCING

- CARACTERISTIQUES:**
- FILTRATION A 100% (CIRCUIT SIMPLE)
 - MANIPULATION PLUS SECURITAIRE AVEC CO2 ET PASTILLES DE CALCIUM HYPOCHLORITE
 - PLACEMENT DES FILTRES FLEXIBLE
 - PLC INDUSTRIEL, PROGRAMMATION DISPONIBLE SUR SITE OU A DISTANCE
 - CAPACITE DE DEPANNAGE ET CONTRELE A DISTANCE
 - INTERFACE ET CONTRELES SUR ECRAN TACTILE:
 - SEQUENCEAGE DES JEUX
 - HEURES ET JOURS D'OPERATIONS DE L'AIRES DE JEU
 - MODE TESTE
 - smartACCESS ENREGISTREMENT DE DONNEES ET LOGICEL DE MAINTENANCE (OPTIONEL)
 - SEQUENEAAGE DURANT SCHERESSE

MANIFOLDS

- FEATURES:**
- ROBUST STAINLESS STEEL HEADER WITH SCHEDULE 80 PVC
 - COMPACT DESIGN THAT MAINTAINS VALVE ACCESS FOR MAINTENANCE
 - SLOW CLOSING SOLENOID VALVES TO PREVENT WATER HAMMER

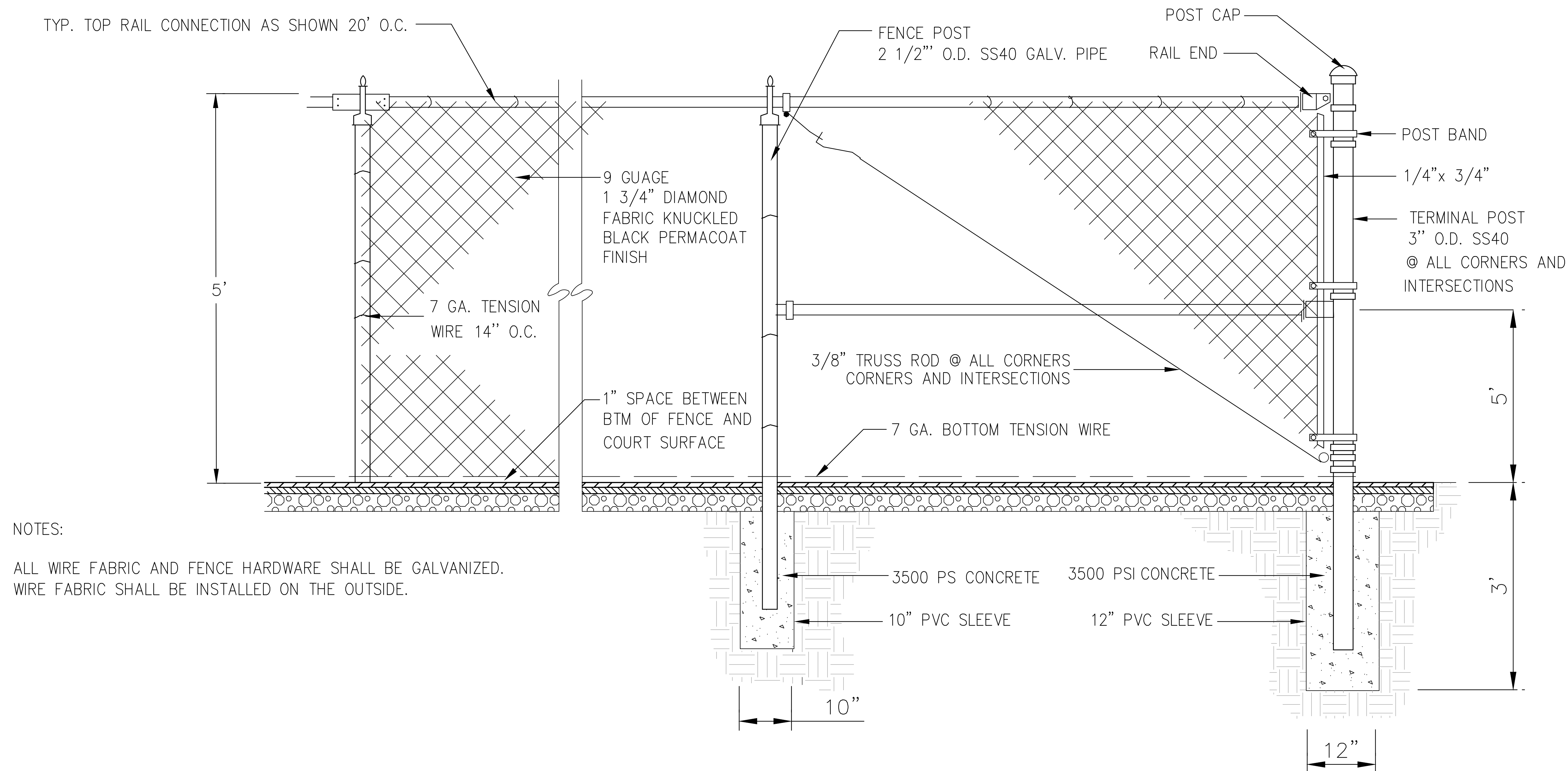
- CARACTERISTIQUES:**
- COLLECTEUR EN ACIER INOXYDABLE TRES ROBUSTE AVEC PIEDS EN PVC SCHEDULE 80
 - DESIGN COMPACTE QUI DONNENT ACCESS AUX VANNES POUR LA MAINTENANCE
 - VANNE SOLENOIDE QUI FERME LENTEMENT POUR EVITER UN COUP DE BELIER

UV SYSTEM

- FEATURES:**
- RENDERS CHLORINE-RESISTANT PATHOGENS HARMLESS
 - NSF50 CERTIFIED UV REACTOR
 - DELIVERS 60mJ/cm² DOSE AT END OF LAMP LIFE
 - LOW PRESSURE LAMPS FOR MINIMAL SLEEVE FOULING AND LOW POWER CONSUMPTION
 - EASY CONNECTION TO MAIN SKID
 - PRE-WIRED AT FACTORY

- CARACTERISTIQUES:**
- REND LES PATHOGENES QUI SONT RESISTANTS AU CHLORE INNOCENSIF
 - REACTEUR UV CERTIFIE NSF50
 - L'AMPOULE A SON FIN DE VIE DONNE UNE DOSE DE 60MJ/CM²
 - ALARME POUR DEBRIS ET BASSE CONSOMMATION D'ELECTRICITE
 - CONNEXION FACILE A LA PLATE-FORME
 - FILETAGE FAIT A L'USINE

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		SULLIVAN PARK SPLASH PAD CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI		MECHANICAL DETAILS - SHEET 6	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: NS.15629.001				WORKING NUMBER:	DRAWING NUMBER:
					FILENAME: 15629-SHEET 4.DWG					
					SCALE: N.T.S.					
					SURVEYED BY: NEEL-SCHAFFER INC.					
					DSGN:	DATE:				
					DRWN: MBW	DATE: 2020				
					CHKD:	DATE:				
					QA/QC:	DATE:				
								DET-11	18	



NOTES:

ALL WIRE FABRIC AND FENCE HARDWARE SHALL BE GALVANIZED.
WIRE FABRIC SHALL BE INSTALLED ON THE OUTSIDE.

BLACK VINYL CHAIN LINK FENCE DETAIL (ADD OPTION 1)

NOT TO SCALE

NOTICE TO DRAWING HOLDER

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REVISIONS			DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	

N-S PROJECT NO.: NS.15629.001	
FILENAME: 15629-SHEET 4.DWG	
SCALE: N.T.S.	
SURVEYED BY: NEEL-SCHAFFER INC.	
DSGN:	DATE:
DRWN: MBW	DATE: 2020
CHKD:	DATE:
QA/QC:	DATE:

SULLIVAN PARK
SPLASH PAD

CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI



FENCE DETAILS

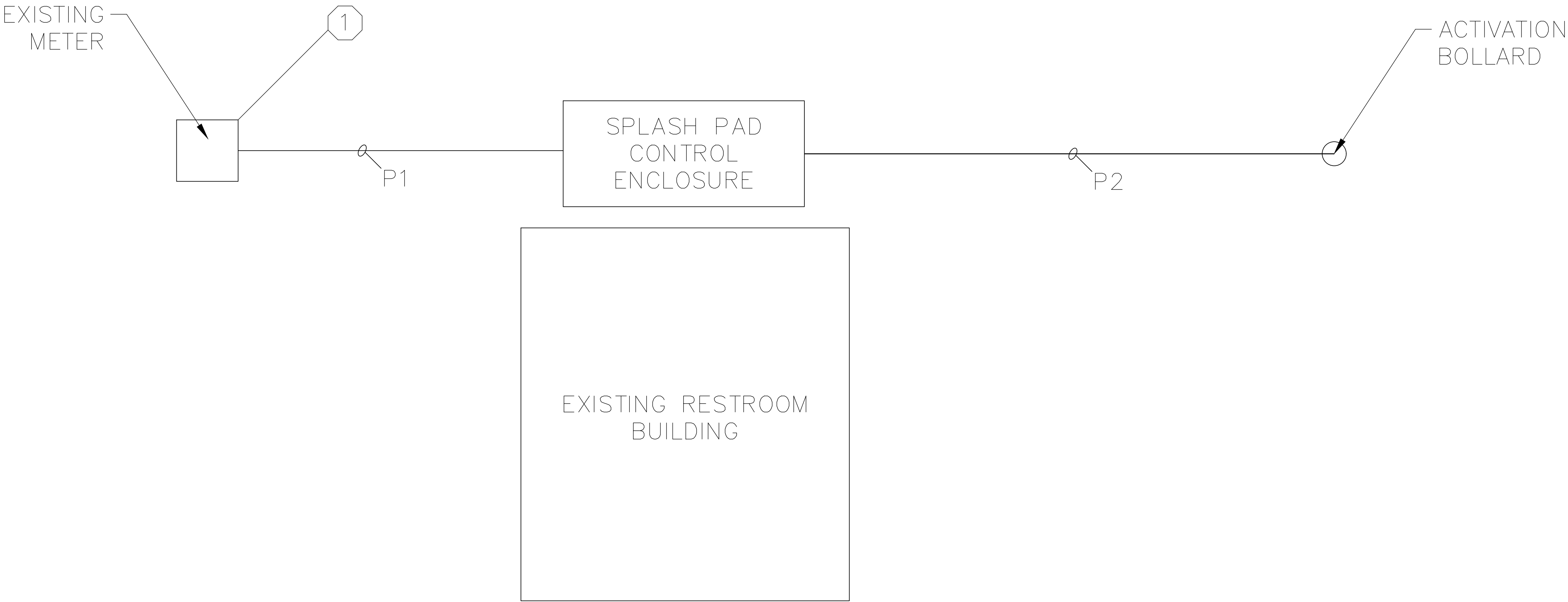
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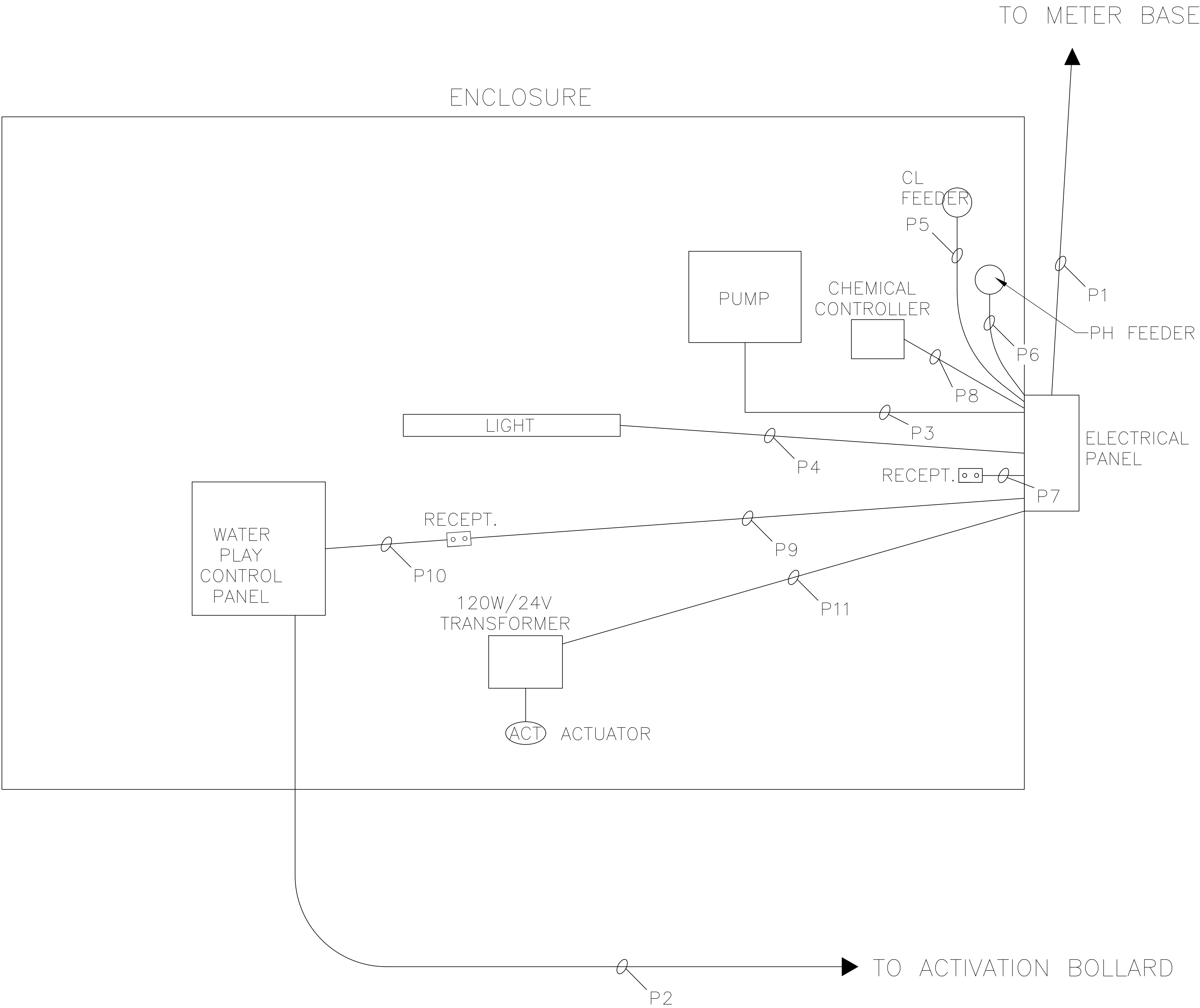
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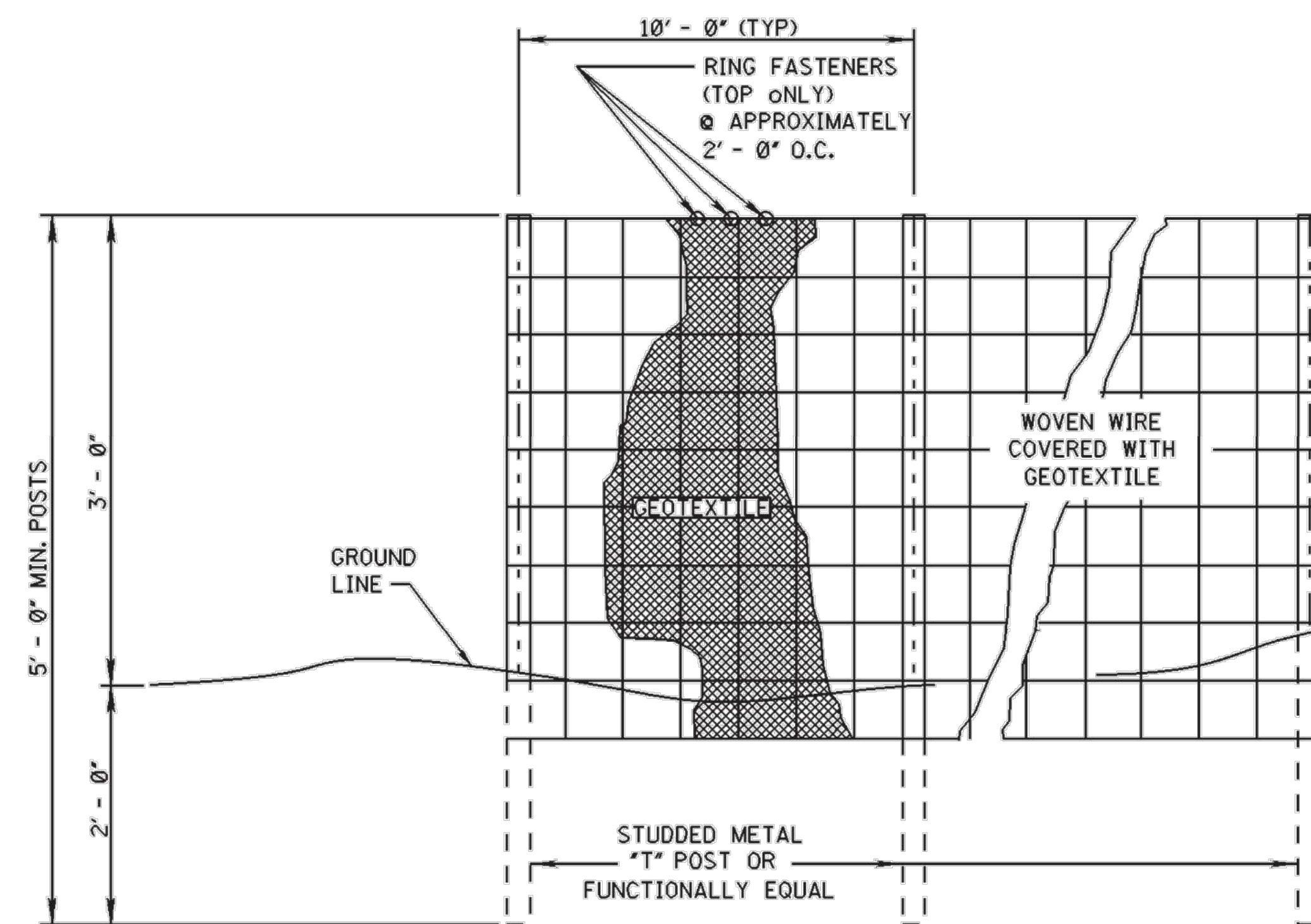
NOTES:
① INSTALL 60 AMP TWO POLE CIRCUIT BREAKER IN EXISTING COMBINATION METER BASE DEVICE



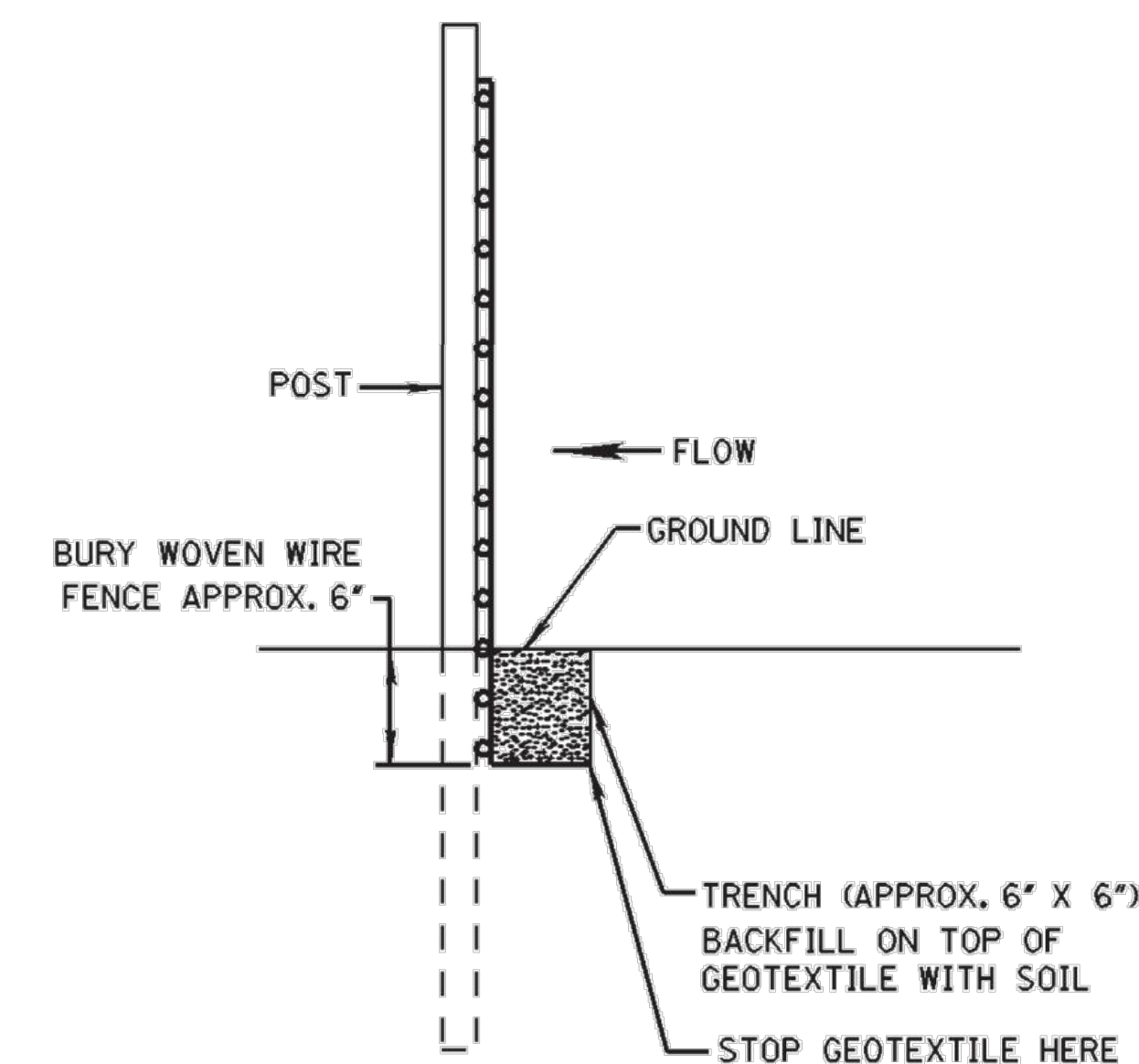
NUMBER	FROM	TO	CONDUIT	CONDUCTOR
P1	EXISTING METER BOX	SPLASH PAD CONTROL PANEL	1" CW	3 #6, 1 #8 GRD
P2	SPLASH PAD CONTROL PANEL	ACTIVATION BOLLARD	1" CW	2 #16, 1 # 16 GRD
P3	PANEL	PUMP	1/2" CW	2 #12, 1 #12 GRD
P4	PANEL	LIGHT	1/2" CW	2 #14, 1 #14 GRD
P5	PANEL	CH FEEDER	1/2" CW	2 #14, 1 #14 GRD
P6	PANEL	PH FEEDER	1/2" CW	2 #14, 1 #14 GRD
P7	PANEL	RECEPTACLE	1/2" CW	2 #14, 1 #14 GRD
P8	PANEL	CHEMICAL CONTROLLER	1/2" CW	2 #14, 1 #14 GRD
P9	PANEL	RECEPTACLE	1/2" CW	2 #14, 1 #14 GRD
P10	RECEPTACLE	WATER PLAY CONTROL PANEL	1/2" CW	2 #14, 1 #14 GRD
P11	PANEL	ACTIVATOR TRANSFORMER	1/2" CW	2 #14, 1 #14 GRD



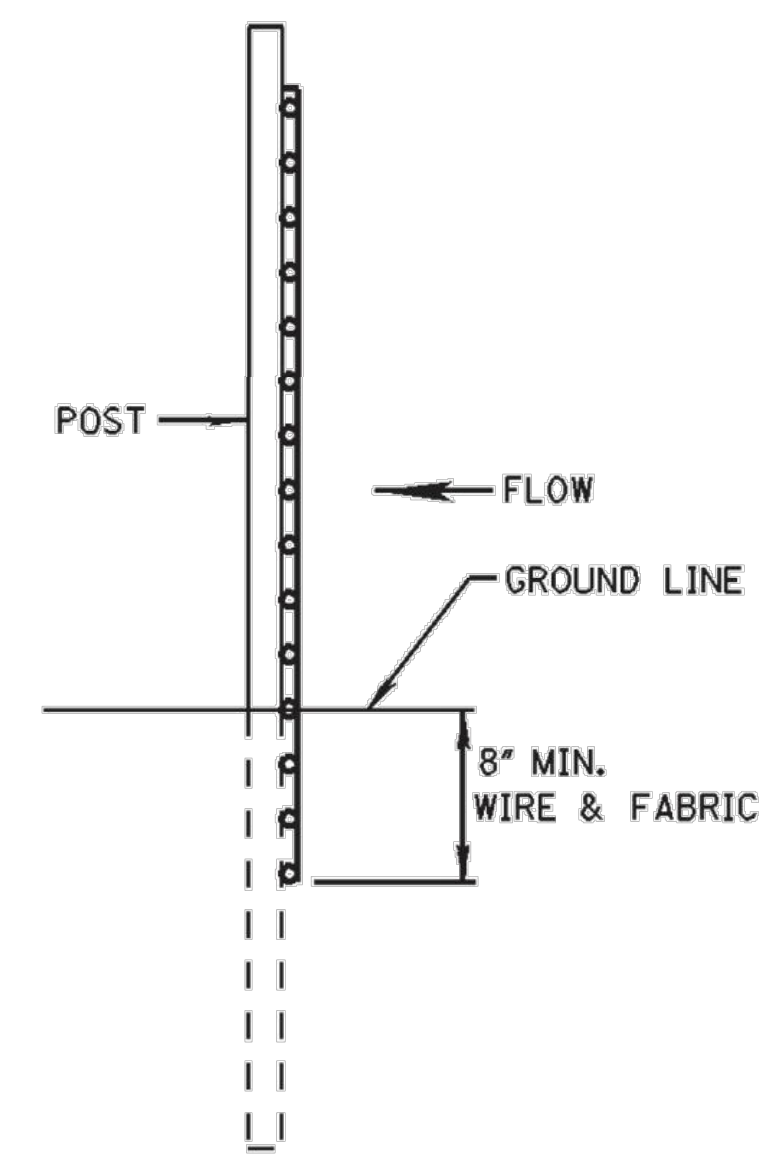
NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS				DRAWING INFORMATION		SULLIVAN PARK SPLASH PAD CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI	NEEL-SCHAFFER <i>Solutions you can build upon</i>	ELECTRICAL CONTROL PANEL ENCLOSURE	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: NS.15629.001				WORKING NUMBER:	
					FILENAME: 15629-E1.00.DWG				DRAWING NUMBER:	
					SCALE: N.T.S.				ESP-2	
					SURVEYED BY: NEEL-SCHAFFER INC.				21	
					DSGN: RPB	DATE: 3/2020				
					DRWN: MBW	DATE: 3/2020				
					CHKD: X	DATE: X				
				QA/QC: X	DATE: X					



ELEVATION VIEW



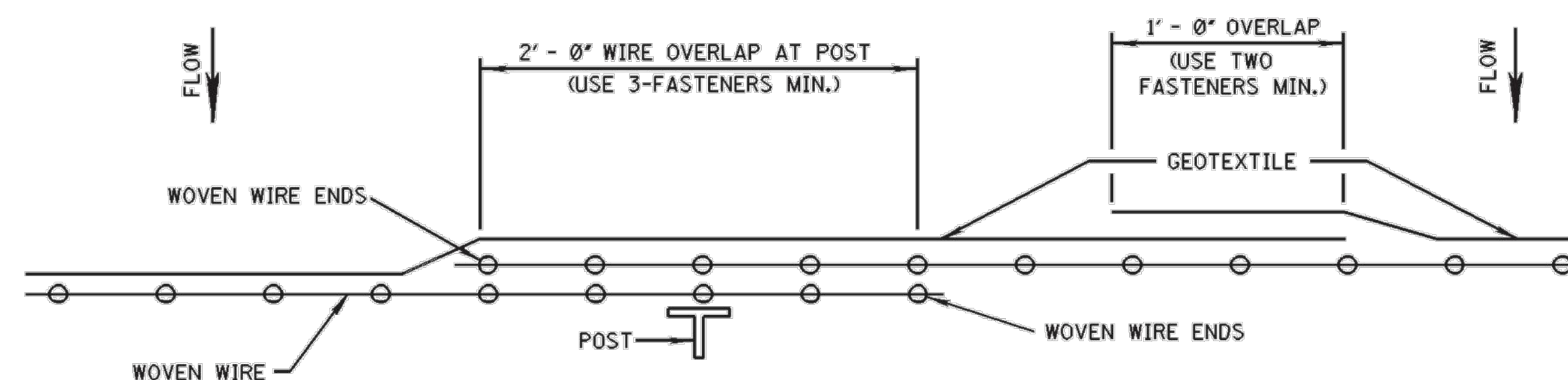
METHOD I



METHOD II
MECHANICAL INSTALLATION

SIDE VIEW

- NOTES:
1. SILT FENCES SHALL BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
 2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHALL BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STREAMS AND CHANNELS.
 3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR A BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
 4. WHEREVER POSSIBLE SILT FENCE SHALL BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AND FACILITATES SEDIMENTATION.
 5. THE CONTRACTOR MAY ELECT TO USE EITHER METHOD I OR METHOD II. COST TO BE LINEAR FEET OF SILT FENCE.
 6. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF THE DETAIL.
 7. WIRE SHALL BE MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
 8. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATION MAY BE USED WITHOUT WIRE FENCE,



PLAN VIEW

REQUIRED LAPPING

NOTICE TO DRAWING HOLDER

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REVISIONS			DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	
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				FILENAME: 15629 - SHEET 2
				SCALE: NA
				SURVEYED BY: NEEL-SCHAFFER INC.
				DSGN: RPB DATE: 03/2020
				DRWN: MBW DATE: 03/2020
				CHKD: X DATE: X
				QA/QC: X DATE: X

SULLIVAN PARK SPLASH PAD

CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI



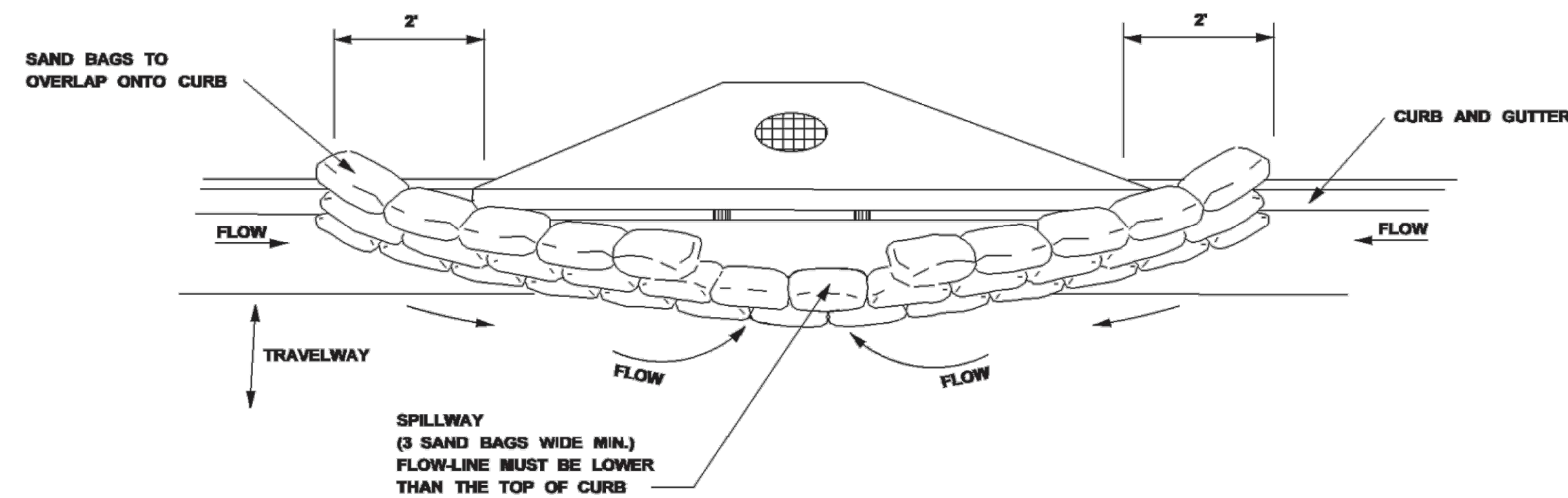
DETAILS OF SILT FENCE
INSTALLATION

WORKING NUMBER:

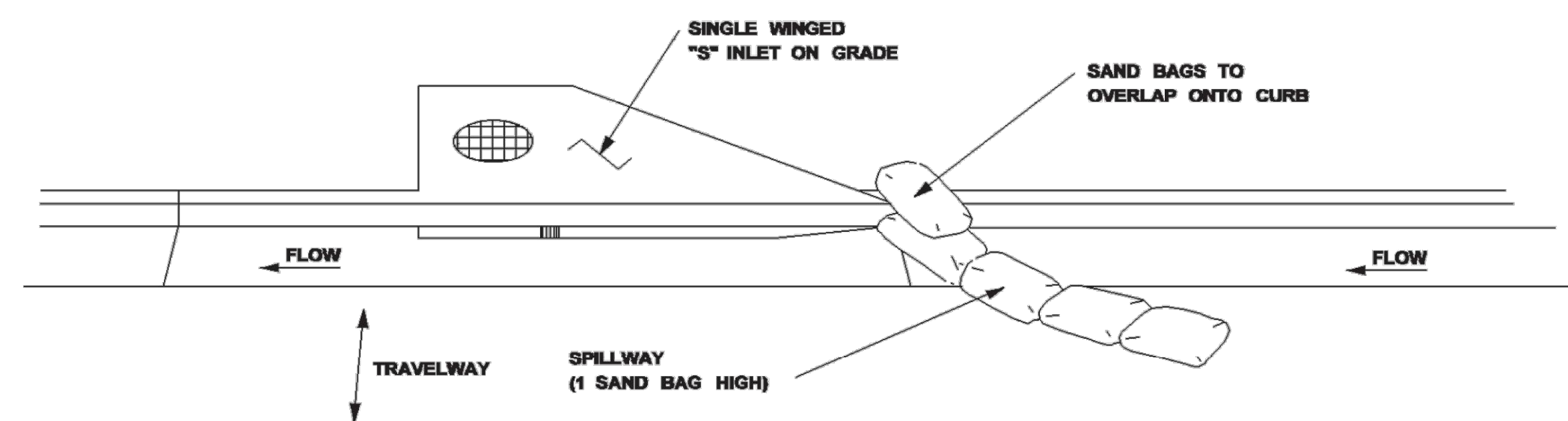
SW-1

DRAWING NUMBER:

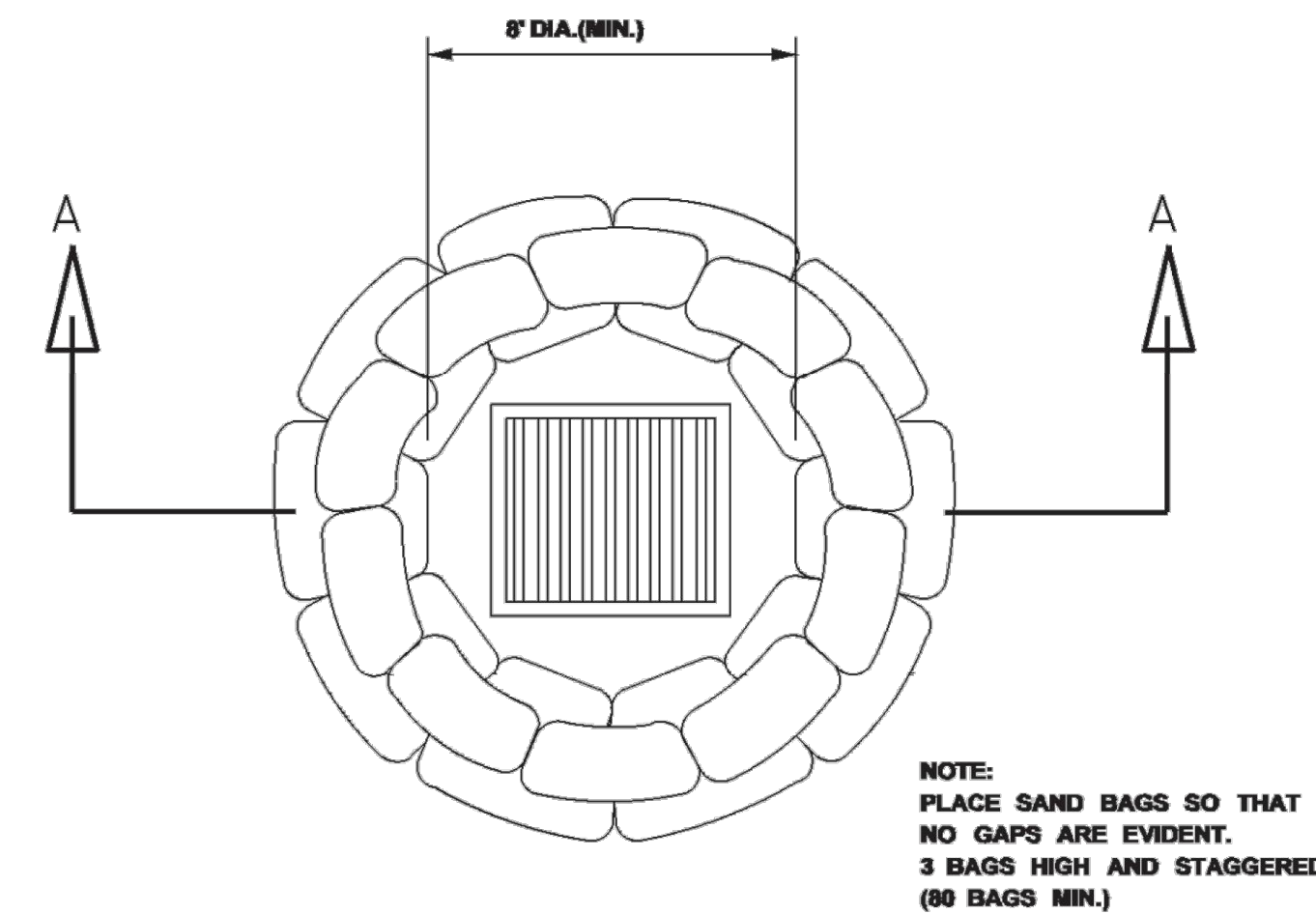
22



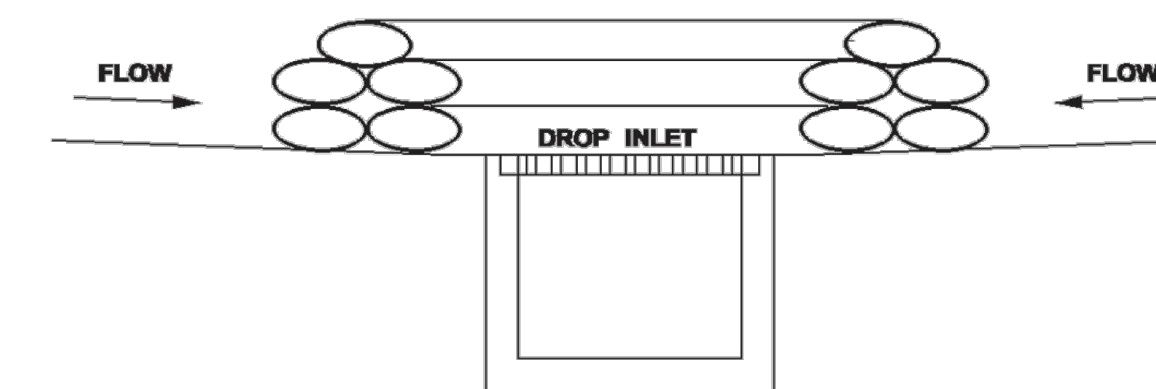
TYPICAL (SAND BAG) PROTECTION FOR INLET IN SAG



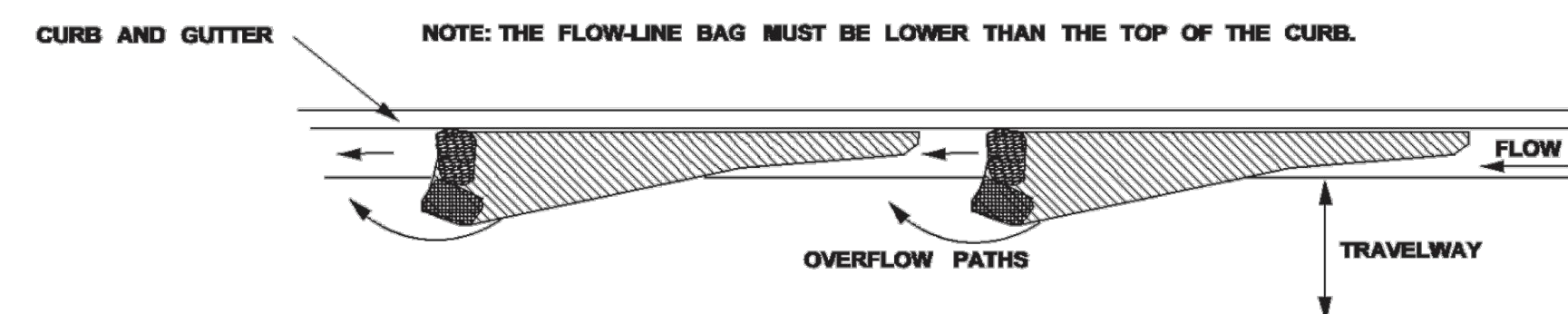
TYPICAL (SAND BAG) PROTECTION FOR INLET ON GRADE



DROP INLET
PLAN VIEW



SECTION A-A
SAND BAG BARRIER



CURB AND GUTTER SEDIMENT
CONTAINMENT SYSTEM

CURB INLET PROTECTION NOTES:

1. THIS CURB INLET PROTECTION METHOD CAN BE USED DURING ANY STAGE OF BASE AND PAVEMENT CONSTRUCTION.
2. BAG HEIGHT AND NUMBER OF BAGS SHOULD BE BASED ON CURB HEIGHT AND USE OF TRAVELWAY.
3. SEDIMENT SHOULD BE CONTROLLED PRIOR TO ENTERING GUTTER. GUTTER CHECKS AND INLET PROTECTION ARE FOR SECONDARY CONTROL.
4. REMOVE ACCUMULATED SEDIMENT AFTER EVERY RAINFALL SWEEP SEDIMENT FROM HARD SURFACES AND DISPOSE OF APPROPRIATELY AWAY FROM INLETS AND/OR WATER BODIES.
5. IF DENUDEED AREAS EXIST BEHIND THE INLET, A SEDIMENT BARRIER SHOULD BE INSTALLED AROUND IT'S PERIMETER TO CONTROL SEDIMENT.

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				SCALE: NA
				SURVEYED BY: NEEL-SCHAFFER INC.
				DSGN: RPB DATE: 03/2020
				DRWN: MBW DATE: 03/2020
				CHKD: X DATE: X
				QA/QC: X DATE: X

SULLIVAN PARK SPLASH PAD

CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI



INLET PROTECTION
DETAILS OF SAND BAG

WORKING NUMBER:

SW-2

DRAWING NUMBER:

23

Sullivan Park Splash Pad

Preliminary Opinion of Probable Cost

5/13/2020

Estimated Quantity	Unit	Base Bid - Pay Item Description	Unit Price	Item Total
DEMOLITION, EROSION CONTROL & EARTHWORK				
200	LF	TEMPORARY SILT FENCE	\$4.00	\$800.00
10	LF	WATTLES, 12"	\$5.00	\$50.00
225	CY	BORROW EXCAVATION, CLASS B9	\$40.00	\$9,000.00
80	LF	6" PVC PIPE	\$25.00	\$2,000.00
TOTAL DEMOLITION, EROSION CONTROL & EARTHWORK =				\$11,850.00
SPLASH PAD & PAVING				
1	LS	RECIRCULATION SYSTEM (EXCAVATION ABSORBED)	\$42,000.00	\$42,000.00
1	LS	PLAY FEATURE, SAXAPHONE	\$23,000.00	\$23,000.00
6	EA	PLAY FEATURE, GROUND SPRAY (TYPES 1, 2 & 3)	\$675.00	\$4,050.00
3	EA	PLAY FEATURE, TRUMPET	\$4,900.00	\$14,700.00
1	LS	ACTIVATOR POWER POST	\$2,750.00	\$2,750.00
1	LS	SMART CONTROLLER	\$6,800.00	\$6,800.00
2	EA	SUMP DRAIN BOXES	\$325.00	\$650.00
2	EA	MUSIC NOTE SEATING	\$9,000.00	\$18,000.00
2050	SF	CONCRETE PAVING	\$8.00	\$16,400.00
1000	SF	COLOR / SAFETY SURFACE	\$11.00	\$11,000.00
TOTAL SPLASH PAD & PAVING =				\$139,350.00
OTHER ITEMS & SITE CONSTRUCTION				
2	EACH	SHADE STRUCTURE	\$8,000.00	\$16,000.00
1	LS	SPLASH PAD ELECTRICAL	\$5,000.00	\$5,000.00
1	LS	CONNECT TO EXISTING SEWER SERVICE	\$200.00	\$200.00
1	LS	CONNECT TO EXISTING WATER METER	\$150.00	\$150.00
120	LF	4" SANITARY SEWER SERVICE LINE	\$10.00	\$1,200.00
3	EACH	4" SANITARY SEWER CLEAN OUT	\$150.00	\$450.00
160	LF	2" WATER SERVICE	\$5.00	\$800.00
300	SY	SOLID SOD, CENTIPEDE	\$6.00	\$1,800.00
1	LS	SIGN ALLOWANCE	\$500.00	\$500.00
3	EACH	4' BENCH	\$650.00	\$1,950.00
1	EACH	TRASH RECEPTACLE	\$500.00	\$500.00
TOTAL OTHER ITEMS & SITE CONSTRUCTION =				\$28,550.00
			Base Bid SubTotal =	\$179,750.00
			Mobilization, Construction Staking, Bonds & Insurance (10%) =	\$17,975.00
			TOTAL SULLIVAN PARK SPLASH PAD BASE BID =	\$197,725.00
Estimated Quantity	Unit	Add Option #1 - Pay Item Description	Unit Price	Item Total
350	LF	BLACK VINYL CHAIN LINK, 5'	\$25.00	\$8,750.00
2	EACH	5' SINGLE GATE	\$300.00	\$600.00
1	EACH	10' DOUBLE GATE	\$650.00	\$650.00
			TOTAL SULLIVAN PARK SPLASH PAD ADD OPTION 1 =	\$10,000.00
Estimated Quantity	Unit	Add Option #2 - Pay Item Description	Unit Price	Item Total
1	LS	GUITAR FEATURE ALLOWANCE	\$15,000.00	\$15,000.00
			TOTAL SULLIVAN PARK SPLASH PAD ADD OPTION 2 =	\$15,000.00
			Design & Construction Administration Fees =	\$24,767.18
			SULLIVAN PARK SPLASH PAD TOTAL PROJECT COST =	\$247,492.18
Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional, generally familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by Engineer.				
				

***CONTRACT DOCUMENTS AND TECHNICAL
SPECIFICATIONS***

FOR
SULLIVAN PARK SPLASH PAD

FOR THE
CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY



MAY 2020
PREPARED BY



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ADVERTISEMENT FOR BIDS

Sealed bids will be received by the **City of Hattiesburg** at the Hattiesburg City Council Chamber located at **200 Forrest Street, Hattiesburg, MS, 39401** until **10 a.m.** local time on **Thursday, June 25, 2020**, at which time all proposals will be opened and read aloud for:

Sullivan Park Splash Pad
Sullivan Park
City of Hattiesburg
Hattiesburg, Mississippi

Bid documents may be obtained from www.hattiesburgmsbids.com. Electronic bids may be submitted at www.hattiesburgmsbids.com. For any questions regarding the electronic bidding process, please call Plan House at 662-407-0193. Bid preparation shall be in accordance with Instructions to Bidders bound in the Project Manual. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each bid must be received in a sealed envelope which is marked in the lower left-hand corner with the legend, **"Sullivan Park Splash Pad"**.

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities or irregularities therein.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

TITLE: Kermas Eaton, City Clerk

Publish on: May 27, 2020 and June 3, 2020

Return Proof to :

City of Hattiesburg
Attn: City Clerk
P O Box 1898
Hattiesburg, MS 39403

Publish in: The Post and Clarion Ledger

#

INSTRUCTIONS TO BIDDERS
SULLIVAN PARK PAVILION
CITY OF HATTIESBURG, MISSISSIPPI

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1. COORDINATION OF SPECIFICATIONS

Work under this Contract shall be performed in accordance with the Contract Documents, which includes General Conditions, Supplementary Conditions and Technical Specifications contained therein. Division 200 through 800 of the *Mississippi Standard Specifications for Road and Bridge Construction*, 2017 Edition (can be downloaded at www.gomdot.com) is made a part hereof as if it were attached hereto, except where superseded by special provisions contained herein.

2. DATE AND PLACE OF OPENING OF PROPOSALS

The date, time, and place for opening Proposals will be as set out in the published "Advertisement for Bids."

The Owner reserves the right to postpone the date for presentation and opening of Proposals and will give notice of any such postponement to each known prospective Bidder.

3. FORM FOR PROPOSALS

Proposals must be submitted in duplicate on the forms furnished by the Owner and the envelope containing the Proposals must be sealed and addressed to:

City Clerk
City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

The outside of the envelope containing the Proposal shall bear the inscription:

**SEALED BID FOR: SULLIVAN PARK SPLASH PAD
CITY OF HATTIESBURG, MISSISSIPPI**

BY _____

Certificate of Responsibility No. _____

State License No. _____

The duplicate Proposals shall be in the form of one original Proposal, marked "ORIGINAL" and one photocopy (Xerox or similarly reproduced copy) marked "PHOTOCOPY" of the original Proposal.

If Proposals are forwarded by the U.S. Postal Service, delivery shall be by Registered or Certified Mail.

4. PREQUALIFICATION

All Bidders must be in good standing with the Owner. Bidders who are not in good standing with the Owner will not be considered for award of the contract. Good standing includes, among other things: (a) whether Bidder has failed to successfully complete the work or punchlist items under another Owner contract; (b) whether Bidder is currently, or has been in the past five years, involved in litigation with the Owner regarding work under another Owner contract, either as a general contractor or subcontractor; (c) whether Bidder has been or is currently in default under another Owner contract the past five years. with the Owner; or (d) whether Bidder has failed to fulfill provisions of another Owner contract within

5. CERTIFICATE OF RESPONSIBILITY

Prior to filing Bids on Owner projects (in excess of \$50,000), the prospective Bidder must obtain a Certificate of Responsibility from the Mississippi State Board of Public Contractors, establishing his classification as to the value and the type of construction on which he is authorized to bid. Application must be submitted to the Board at least 30 days prior to a regular Board meeting scheduled every Quarter on the first Tuesday of January, April, July and October.

6. ANNUAL LICENSE TO BID (Not Used)

7. CHARGES FOR PROPOSALS, PLANS AND SPECIFICATIONS

Prospective Bidders may obtain Proposal forms including one copy of Contract Documents upon payment of the amount of money stipulated in the "Advertisement for Bids."

No refunds will be made for return of Plans or Specifications.

In the event all Bids are rejected, and the Project is re-advertised, the original Bidders shall **NOT** be entitled to free Bidders Proposal forms for the subsequent letting.

8. OMISSIONS AND DISCREPANCIES

Should a Bidder find discrepancies, errors or omissions in the Drawings or Specifications, or should he be in doubt as to the correctness of the Plan details, dimensions and layout, he should immediately notify the Engineer in order to permit checking and any necessary revisions or modifications.

9. ADDENDA

Prior to the date set for opening of Bids, the right is reserved, in the interests of the Owner, as it may require, to revise or amend the Contract Documents. Such revisions, if any, will be announced by an Addendum or Addenda, and copies of such Addenda will be furnished to all prospective Bidders who have purchased Plans and Specifications for acknowledgment by return fax. If the revisions and Addenda are of a nature which require material changes in quantities or prices Bid, or both, the date set for opening Bids may be postponed to enable Bidders to revise their Bids. In such case, the Addendum or Addenda will include an announcement of the new date for opening Bids.

10. INTERPRETATIONS

No oral interpretation made to any Bidder as to the meaning of the Contract Documents shall be

considered an effective modification of any of the provisions of the Contract Documents. In order to ensure appropriate and concise responses, and avoid any misinterpretations, no verbal questions will be received. Written requests for interpretation of the Plans and Specifications shall be submitted to the Engineer at least 10 days prior to opening of Proposals so that a formal decision can be given in writing to all known prospective Bidders in the form of an Addendum. The Contract Document contains the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

11. BID SECURITY

All Bids shall be accompanied by a Bid Security in the form of a Certified Check upon a national or state bank or a Bid Bond made by a bonding company registered in the State of Mississippi, drawn and made payable to the Owner in an amount equal to five percent of the Bid. The Certified Check or Bid Bond must be enclosed in the same envelope with the Bid. Except as noted below, the Bid Security of all known unsuccessful Bidders will be returned promptly after a Notice of Award has been sent to the successful Bidder or in the event that all Bids are rejected.

The Bid Security of the next two lowest qualified Bidders will be retained until the Contract has been executed with the lowest qualified Bidder. The Bid Security of the successful Bidder will be returned when satisfactory Performance and Payment Bonds have been furnished and approved and the Contract executed.

12. GENERAL INFORMATION

Bidders shall inform themselves and comply with all pertinent Owner regulations and ordinances, State and Federal laws, licenses and tax liabilities which may in any manner affect their Bids and the prosecution of the work. The successful bidder will be responsible for obtaining all building, plumbing, and electrical permits required by the local city government. Special attention is directed to the rules and regulations published by the Mississippi State Tax Commission outlining certain taxes imposed on Contractors by the state of Mississippi.

13. REJECTION OF PROPOSAL

Proposals may be rejected in the case of any omission, alterations of forms, additions or conditions not called for, unauthorized alternate Bids, incomplete Bids, erasures or irregularities of any kind. Bids received conditioning their consideration or rejection upon Bids for the other work submitted by the same Bidder may be classed as irregular, unless the Contract Documents specifically invite or permit conditional or combination Bids. Bids in which the prices obviously are unbalanced may be rejected.

14. CONDITIONS OF WORK

Each Bidder must inform himself fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of his Contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

15. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the Executed Contract, the Contractor shall furnish a Performance Bond and a Payment Bond each in the sum of 100% of the Contract amount as security for faithful performance of his Contract and for the payment of all persons performing labor on the Project under his Contract and furnishing materials in connection with his Contract, as specified in the Contract Documents. The surety of such Bonds shall be issued by a duly authorized surety company listed on the Treasury Department's most current list Circular 570 (as amended) and satisfactory to the Owner.

Attorneys in fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their Power of Attorney. Failure of the successful Bidder to execute the Contract and to supply the required bonds within 10 calendar days from the date that the Notice of Award is delivered, or within such extended period as the Owner may grant based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner, at his discretion, may either award the Contract to the next lowest qualified Bidder or readvertise for Bids, and may charge against the Bidder the difference between the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable bid is received by readvertising, the defaulting Bidder shall have no claim against the Owner for a refund. The Contractor's bond will not be released until all provisions of the Contract have been fulfilled.

16. INSURANCE

The Contractor will be required to carry the types and amounts of insurance named in the Contract Documents for the full life of the Contract.

17. SUBCONTRACTORS

Bidders are specifically advised that any person, firm or other party to whom it is proposed to award a Subcontract must be acceptable to the Owner. Nothing contained in the Contract Documents shall create any contractual relation between subcontractor and the Owner.

18. METHOD OF AWARD – LOWEST RESPONSIVE BIDDER

The Owner will award the Contract to the lowest and best Bid unless all Bids are rejected. The award will be based on the evaluation of the low bid for the total base bid or the total alternate bid as decided upon by the Owner.

The responsiveness of the low Bidder shall be determined by (1) the completeness and regularity of the Bidders Proposal; (2) the Bidders Proposal being without exclusions or special conditions; (3) the Bid Form having no alternative Bids for any item unless requested in the Technical Specifications; and (4) such other factors as may be considered under State law, Federal law or regulation.

The evaluation of the low bidder will be based on whether the Bidder (1) maintains a permanent place of business; (2) has adequate plant equipment to do the work properly and within the time limit that is established; (3) has adequate financial status to meet his obligations contingent to the work; (4) has adequate manpower and present workload is such that he can perform according to a reasonable schedule; and (5) such other factors as may be considered under State law, Federal law or regulation.

19. OBLIGATION OF BIDDER

At the time of the opening of Bids, each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Plans and Contract Documents (including all Addenda).

The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to his Bid. Submission of Bid shall be accepted as prima facie evidence that Bidder has inspected the site and is familiar with the Plans and Contract Documents.

20. SUBSURFACE DATA

Not Used.

21. EXECUTION OF CONTRACT

If the successful Bidder is a corporation, the officer who signs the Contract shall furnish copies of the resolution of the Directors of the corporation authorizing him to sign the contract. Such resolution should bear the seal of the corporation.

Subject to the applicable provisions of law, the Contract shall be in full force and effect only from and after the date when a fully executed and approved counterpart thereof has been rendered or delivered, or both, to the Contractor or his duly authorized agent or representative. Deposit of said counterpart in the United States mail in an envelope or wrapper properly addressed shall constitute compliance with these provisions by the Owner.

22. INTERCHANGEABLE TERMS

The terms "Bid" and "Proposal" wherever they are used in the Contract Documents are interchangeable and have the same meaning. The terms "Contract" and "Agreement", are interchangeable and have the same meaning. The terms "Contract Drawings" and "Plans", are interchangeable and have the same meaning.

23. QUALIFICATIONS OF BIDDER, OWNER'S RIGHTS

The Owner may make such investigation as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

24. MATERIALS AND EQUIPMENT

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a manufacturer, fabricator, supplier, or distributor, the naming of the item in this manner is intended to establish the type, function and quality required. Materials or equipment of other manufacturers, fabricators, suppliers, or distributors may be accepted by the Engineer if sufficient information is submitted by the Contractor to allow the Engineer to determine that the material or equipment proposed is equivalent to that named in the Contract Documents. Bidders are referred to Section 6.3 of the General Conditions regarding procedures for approval of substitute materials and

equipment.

25. NON-RESIDENT BIDDERS

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident Bidder's state awards contractors to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so called "Golden Rule" is followed, state law requires a non-resident Bidder to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

26. DESIGNATING OWNER AND ENGINEER

Any reference in the Contract Documents to the State of Mississippi, Mississippi Department of Transportation, Mississippi Transportation Commission, or any official thereof shall be interpreted to mean the City of Hattiesburg, Mississippi, the "Owner".

Any reference in the Standard Specifications to the Project Engineer, District Engineer, Office Engineer, or Engineer shall be interpreted to mean the Engineer for the City of Hattiesburg, Mississippi, Neel-Schaffer, Inc.

27. MATERIALS TESTING

The Contractor shall be responsible for all testing of materials associated with the project. Materials shall be tested in accordance to the requirements and frequencies outlined in the *Mississippi Standard Specifications for Road and Bridge Construction* (2017 Edition), and shall be considered an absorbed item.

28. CONTRACT TIME

The Contractor shall commence the work required by the Contract Documents within 10 calendar days after the date of the Notice to Proceed and will retain substantial completion within 60 consecutive calendar days of the Notice to Proceed date unless the period for completion is extended otherwise by the Contract Documents.

Substantial completion shall include completion of all work except for plant establishment (If landscaping additive alternate is selected). Final completion shall be at the end of the plant establishment period as defined in the specifications.

#

BIDDER'S PROPOSAL

SULLIVAN PARK SPLASH PAD
CITY OF HATTIESBURG, MISSISSIPPI

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#

BIDDER'S PROPOSAL

**SULLIVAN PARK SPLASH PAD
CITY OF HATTIESBURG, MISSISSIPPI**

DATE: _____, 20_____

PROPOSAL OF _____
(Name of Bidder)

(Address of Bidder)

for construction of the Sullivan Park Splash Pad.

The documents on which this Proposal is based include the Instructions to Bidders, Bid Forms, General Conditions, Supplementary Conditions, Supplemental General Conditions, Technical Specifications, Contract Drawings, and all supplements, amendments and addenda for this Project and are made a part hereof by reference.

**TO: CITY OF HATTIESBURG
200 FORREST STREET
HATTIESBURG, MISSISSIPPI 39401**

Gentlemen:

The following Proposal is submitted on behalf of the undersigned Bidder(s) and no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is submitted without collusion on the part of any person, firm or corporation.

I (We), the undersigned Bidder(s), certify that I (we) have carefully examined the Instructions to Bidders, Bid Forms, General Conditions, Supplemental Conditions, Technical Specifications, Contract Drawings and any and all Addenda thereof.

I (We) further certify that I, (we) have visited and carefully examined the site of the proposed Work and have inspected the location and condition of all public utilities and existing structures or other facilities on the site or adjacent thereto which may be affected by the proposed construction and fully understand all conditions relative to construction difficulties, hazards, labor, transportation and all other factors affecting the prosecution of the work covered by this Proposal.

I (We) understand that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid. No increase in quantities of work shall be performed until a written change order is duly executed in advance and approved in the public minutes of the Owner.

In accordance with the requirements of the Instructions to Bidders, Bid Forms, Federal Supplement to Bidder's Proposal, Technical Specifications, General Conditions, Supplementary Conditions, Contract

00300-2

#

Drawings, and any Addenda, I (we) propose to furnish all necessary materials, equipment, labor, tools and other means of construction and will do all Work called for by the Contract Documents within the specified Contract Time. The following is my (our) itemized proposal for the project:

#

	Prices Bid and Approximate Quantities – Base Bid					
	Pay Item	Description	Qty	Unit	Unit Price	Price Extension
1.0	234-A	TEMPORARY SILT FENCE	200	LIN. FT.		
2.0	237-A	WATTLES	10	LIN. FT.		
3.0	203-E	BORROW EXCAVATION, CLASS B9	225	CU. YD.		
4.0	265-A	6" PVC PIPE	80	LIN. FT.		
5.0	SP1	RECIRCULATION SYSTEM	1	LUMP SUM	XXXX	
6.0	SP2	PLAY FEATURE, SAXOPHONE	1	LUMP SUM	XXXX	
7.0	SP3	PLAY FEATURE, GROUND SPRAY (TYPES 1, 2 & 3)	6	EACH		
8.0	SP4	PLAY FEATURE, TRUMPET	3	EACH		
9.0	SP5	ACTIVATOR POWER POST	1	LUMP SUM	XXXX	
10.0	SP6	SMART CONTOLLER	1	LUMP SUM	XXXX	
11.0	SP7	NON-SKID COLOR PLAY SURFACE	1000	SQ. FT.		
12.0	SP8	MUSIC NOTE SEATING	2	EACH		
13.0	SP9	SUMP DRAIN BOXES	2	EACH		
14.0	SP10	SHADE STRUCTURE	2	EACH		
15.0	SP11	SPLASH PAD ELECTRICAL	1	LUMP SUM	XXXX	
16.0	608-B	CONCRETE SIDEWALK, WITH REINFORCEMENT	2050	SQ. FT.		
17.0	U1	CONNECT TO EXISTING SEWER SERVICE	1	LUMP SUM	XXXX	
18.0	U2	CONNECT TO EXISTING WATER METER	1	LUMP SUM	XXXX	
19.0	U3	4" SANITARY SEWER SERVICE LINE	120	LIN. FT.		
20.0	U4	4" SANITARY SEWER CLEAN OUT	3	EACH		
21.0	U5	2" WATER SERVICE	160	LIN. FT.		
22.0	216-B	SOLID SOD, CENTIPEDE	300	SQ. YD.		
23.0	SIGN	SIGN (ALLOWANCE)	1	ALLOWANCE	\$500.00	\$500.00
24.0	AM-1	4' BENCH	3	EACH		
25.0	AM-2	TRASH RECEPTACLE	1	LUMP SUM	XXXX	
26.0	620-A	MOBILIZATION & CONSTRUCTION STAKING	1	LUMP SUM	XXXX	
	TOTAL BASE BID =					

#Neel-Schaffer, Inc.
South Mississippi

00300-4

Final: December, 2017

S:\PROJECTS\8000\86\8667 - Hburg Gen Consulting\8667.018\Task #38 & #39 - Sullivan Park Pavilion\Contract Docs\Front End Docs

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Prices Bid and Approximate Quantities – Add Option #1						
	Pay Item	Description	Qty	Unit	Unit Price	Price Extension
1.0	607-B	BLACK VINYL CHAIN LINK FENCE, 5'	350	LIN. FT		
2.0	607-B	BLACK VINYL CHAIN LINK, 5' SINGLE GATE	2	EACH		
3.0	607-B	BLACK VINYL CHIAN LINK, 10' DOUBLE GATE	1	LUMP SUM	XXXX	
TOTAL ADD OPTION #1 =						
Prices Bid and Approximate Quantities – Add Option #2 (***See Submittal Note Below ***)						
	Pay Item	Description	Qty	Unit	Unit Price	Price Extension
1.0	SP12	PLAY FEATURE, GUITAR (ALLOWANCE)	1	ALLOWANCE	\$15,000.00	\$15,000.00
TOTAL ADD OPTION #2 =						\$15,000.00

BASE BID =						
ADD OPTION #1 =						
ADD OPTION #2 =						\$15,000.00
TOTAL BID AMOUNT =						

*** **ADD OPTION #2 SUBMITTAL NOTE** – BIDDERS ARE REQUIRED TO SUBMIT BOTH RENDERING(S) AND TECHNICAL INFORMATION ABOUT THE PROPOSED PLAY FEATURE, GUITAR TO BE INSTALLED AS ADD OPTION #2. ALLOWANCE SHALL INCLUDE ALL MATERIALS, LABOR AND INCIDENTALS REQUIRED FOR A FUNCTIONING PLAY FEATURE, IF ADD OPTION #2 IS SELECTED. ***

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.

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Neel-Schaffer, Inc.
South Mississippi

00300-5

Final: December, 2017

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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

#

00300-7

#

NON-COLLUSION AFFIDAVIT

**SULLIVAN PARK SPLASH PAD
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_____.

#

00300-8

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BID BOND

**SULLIVAN PARK SPLASH PAD
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.

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00300-9

#

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
SULLIVAN PARK SPLASH PAD
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

#

00300-11

CONTRACT FORMS

SULLIVAN PARK SPLASH PAD CITY OF HATTIESBURG, MISSISSIPPI

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CONTRACT

**SULLIVAN PARK SPLASH PAD
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 "Sullivan Park Splash Pad" project in strict accordance with the Contract Documents and the Contract Drawings.
2. The Contractor will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will attain Final Completion within the contract time stipulated in the Advertisement for Bids unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The Contractor agrees to pay, as liquidated damages, the actual damages, costs, losses and expenses reasonably incurred by Owner for each consecutive calendar day that he shall be in default in attaining Final Completion within the time stipulated as provided herein.
3. The term "CONTRACT DOCUMENTS" means and includes Advertisement for Bids, Instructions to Bidders, Bidder's Proposal, Bid Bond, Contract, Payment Bond, Performance Bond, General Conditions, Supplementary Conditions, Technical Specifications, Contract Drawings, Notice of Award, Notice to Proceed, Addenda (if any), and all subsequent Change Orders, Supplemental Agreements and/or other modifications as if formally recopied in this Contract.
4. The Contractor agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents, Contract Drawings and other requirements of the Owner, and to the complete satisfaction of the Owner or his authorized representatives, and in accordance with the Laws of the state of Mississippi and the Ordinances of the Owner, for which the Owner hereby agrees to pay and the Contractor agrees to accept a sum of money in current funds equal to the contract amount of _____ (\$ _____) plus the amount of any supplemental agreements and force accounts for extra work authorized and duly set forth in a written change order approved and executed by the Owner and set forth in the public minutes of the Owner and in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the Contractor assuming all risks of every kind and description in the performance of this Contract.
5. The Contractor shall protect, indemnify and save harmless the Owner from and against any

and all damage, loss, claims, judgments or expenses, including but not limited to reasonable attorney's fees, which the Owner may suffer or be subjected to by the performance of the work, including but without limitation injury to or death of any person whomever and destruction or damage to any property whatsoever.

6. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of

(\$_____).

7. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of

(\$_____).

8. The Contractor agrees to allow the Owner, or any of their duly authorized representatives, access to any books, documents, papers and records of the Contractor which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and Contractor agrees to insert an identical clause in any and all subcontracts.
9. The Owner will pay to the Contractor in the manner and at such times and amounts as set forth in the Contract Documents.
10. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
11. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Contractor and the Owner may withhold any payments to the Contractor until such time as the exact amount of damages due the Owner from the Contractor is determined.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in _____ counterparts, each of which shall be deemed an original on the date first above written. (number)

OWNER

CONTRACTOR

BY _____

BY _____

ATTEST _____

ATTEST _____

(Seal)

(Seal)

PARTNERSHIP CERTIFICATE

State of _____

County of _____ Ss.

On this _____ day of _____, 20_____, before me personally appeared _____, known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of _____; that said firm consists of himself and _____; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public in the

County of _____

State of _____

Notary Seal

My Commission Expires:

CORPORATE CERTIFICATE

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said Contract on behalf of the Contractor was then _____ of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Secretary

Corporate Seal

GENERAL INSTRUCTIONS FOR BONDS

1. The surety on each Bond must be a responsible surety company, which is qualified to do business in Mississippi and satisfactory to the Owner.
2. The name, including full Christian name and residence of each individual party to the Bond shall be inserted in the body thereof, and each such party shall sign the Bond with his usual signature on the line opposite the seal and if signed in Maine, Massachusetts or New Hampshire an adhesive seal shall be affixed opposite the signature. The bond must be either signed or countersigned by a Mississippi Resident Agent of the Surety Company.
3. If the principals are partners, their individual names will appear in the body of the Bond with the recital that they are partners composing a firm, naming it; and all the members of the firm shall execute the Bond as individuals.
4. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the Bond.
5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the Bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case, a scroll or adhesive seal shall appear following the corporate name.
6. The official character and authority of the person or persons executing the Bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached hereto. In lieu of such certificate there may be attached to the Bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The date of this Bond must not be prior to the date of the Contract in connection with which it is given.
8. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars,
\$(_____) in lawful money of the United States, for the payment of which sum well
and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
contract with the OWNER, dated _____ day of _____ 20 _____,
a copy of which is hereto attached and made a part hereof for the construction of :

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings,
covenants, terms, conditions, and agreements of said contract during the original term thereof, and any
extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the
one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and
shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by
reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the
OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full
force and effect.

NOW, THEREFORE, if the Principal shall promptly make payment of all taxes, licenses, assignments,
contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the state of
Mississippi, or any county, municipality, board, department, commission, or political subdivision thereof, by
reason of and directly connected with the performance of said Contract or any part thereof as provided by
Sections 27-65-1, 27-65-21, 27-67-301 and 31-5-3, supra, or any other applicable statute or other authority,
then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change,

00500-7

extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this statement is executed in _____ counterparts, each one of which shall
(number)
be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

(Principal) Secretary
(Seal)

Principal
By _____

(Address)

Witness as to Principal

(Address)

ATTEST:

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.

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.

00500-9

IN WITNESS WHEREOF, this statement is executed in _____ counterparts, each one of which shall
(number)
be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

(Principal) Secretary
(Seal)

Principal
By _____

(Address)

Witness as to Principal

(Address)

ATTEST:

Surety

By _____

Witness as to Surety

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
 If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most
 current list (Circular 570 as amended) and be authorized to transact business in the State
 where the PROJECT is located.

NOTICE OF AWARD

Date _____

TO: _____

RE: Sullivan Park Splash Pad
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.

Russ Bryan, ASLA
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
SULLIVAN PARK SPLASH PAD
CITY OF HATTIESBURG, MISSISSIPPI

Dear _____:

You are hereby notified to commence Work in accordance with the Contract dated _____, on or before _____. You are to complete the Work within _____ consecutive calendar days from the effective date of this Notice to Proceed. The date of Final Completion is therefore _____. Liquidated damages in the amount of the actual damages, costs, losses and expenses reasonably incurred by the OWNER per calendar day for each day the Work has not achieved Final Completion after _____ will be imposed unless the contract time is otherwise adjusted for due cause by change orders to the Contract. Liquidated Damages, as defined herein, will be assessed unless the Contract Time is otherwise adjusted for due cause by change order to the Contract.

The engineering firm of Neel-Schaffer, Inc. will act as the Engineer on behalf of the City of Hattiesburg, Mississippi for the work to be performed under the contract. Geoffrey P. Crosby, P.E., of Neel-Schaffer, Inc. will be the designated representative of the Engineer.

Please return a copy of this NOTICE TO PROCEED and ACCEPTANCE OF NOTICE to the undersigned and to Neel-Schaffer, Inc., indicating your receipt of this document in the space provided below.

Sincerely,

City of Hattiesburg, Mississippi

Mayor Toby Barker

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

this, the _____ day

of _____, 20_____.

By _____

Title _____

CONTRACT CHANGE ORDER

OWNER: _____ PROJECT NAME: _____

CONTRACTOR: _____

DATE: _____

CHANGE ORDER NUMBER: _____ CONTRACT NUMBER: _____

REASON FOR CHANGE: _____

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT
PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS: (USE ADDITIONAL SHEETS IF REQUIRED)

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	QTY	UNIT COST	TOTAL CONTRACT
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

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 _____	

**Engineers Joint Documents Committee
Design and Construction Related Documents
Instructions and License Agreement**

Instructions

Before you use any EJCDC document:

1. Read the License Agreement. You agree to it and are bound by its terms when you use the EJCDC document.
2. Make sure that you have the correct version for your word processing software.

How to Use:

1. While EJCDC has expended considerable effort to make the software translations exact, it can be that a few document controls (e.g., bold, underline) did not carry over.
2. Similarly, your software may change the font specification if the font is not available in your system. It will choose a font that is close in appearance. In this event, the pagination may not match the control set.
3. If you modify the document, you must follow the instructions in the License Agreement about notification.
4. Also note the instruction in the License Agreement about the EJCDC copyright.

License Agreement

You should carefully read the following terms and conditions before using this document. Commencement of use of this document indicates your acceptance of these terms and conditions. If you do not agree to them, you should promptly return the materials to the vendor, and your money will be refunded.

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You have a limited nonexclusive license to:

1. Use **EJCDC Design and Construction Related Documents** on any number of machines owned, leased or rented by your company or organization.
2. Use **EJCDC Design and Construction Related Documents** in printed form for bona fide contract documents.
3. Copy **EJCDC Design and Construction Related Documents** into any machine readable or printed form for backup or modification purposes in support of your use of **EJCDC Design and Construction Related Documents**.

You agree that you will:

1. Reproduce and include EJCDC's copyright notice on any printed or machine-readable copy, modification, or portion merged into another document or program. All proprietary rights in **EJCDC Design and Construction Related Documents** are and shall remain the property of EJCDC.
2. Not represent that any of the contract documents you generate from **EJCDC Design and Construction Related Documents** are EJCDC documents unless (i) the document text is used without alteration or (ii) all additions and changes to, and deletions from, the text are clearly shown.

You may not use, copy, modify, or transfer EJCDC Design and Construction Related Documents, or any copy, modification or merged portion, in whole or in part, except as expressly provided for in this license. Reproduction of EJCDC Design and Construction Related Documents in printed or machine-readable format for resale or educational purposes is expressly prohibited.

If you transfer possession of any copy, modification or merged portion of EJCDC Design and Construction Related Documents to another party, your license is automatically terminated.

Term:

The license is effective until terminated. You may terminate it at any time by destroying **EJCDC Design and Construction Related Documents** altogether with all copies, modifications and merged portions in any form. It will also terminate upon conditions set forth elsewhere in this Agreement or if you fail to comply with any term or condition of this Agreement. You agree upon such termination to destroy **EJCDC Design and Construction Related Documents** along with all copies, modifications and merged portions in any form.

Limited Warranty:

EJCDC warrants the CDs and diskettes on which **EJCDC Design and Construction Related Documents** is furnished to be free from defects in materials and

workmanship under normal use for a period of ninety (90) days from the date of delivery to you as evidenced by a copy of your receipt.

There is no other warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

EJCDC does not warrant that the functions contained in **EJCDC Design and Construction Related Documents** will meet your requirements or that the operation of **EJCDC Design and Construction Related Documents** will be uninterrupted or error free.

Limitations of Remedies:

EJCDC's entire liability and your exclusive remedy shall be:

1. the replacement of any document not meeting EJCDC's "Limited Warranty" which is returned to EJCDC's selling agent with a copy of your receipt, or
2. if EJCDC's selling agent is unable to deliver a replacement CD or diskette which is free of defects in materials and workmanship, you may terminate this Agreement by returning EJCDC Document and your money will be refunded.

In no event will EJCDC be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use **EJCDC Design and Construction**

Related Documents even if EJCDC has been advised of the possibility of such damages, or for any claim by any other party.

Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

General:

You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement. Any attempt otherwise to sublicense, assign, or transfer any of the rights, duties, or obligations hereunder is void.

This Agreement shall be governed by the laws of the State of Virginia. Should you have any questions concerning this Agreement, you may contact EJCDC by writing to:

Arthur Schwartz, Esq.
General Counsel
National Society of Professional Engineers
1420 King Street
Alexandria, VA 22314

Phone: (703) 684-2845
Fax: (703) 836-4875
e-mail: aschwartz@nspe.org

You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between us which supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this agreement.

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



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

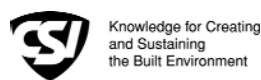
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The Associated General Contractors of America



Construction Specifications Institute

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

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.

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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

The **CONTRACTOR** will be subject to liquidated damages and actual damages in the amount of the actual costs incurred by the Owner after the time stipulated for Substantial Completion of the work. The **CONTRACTOR** will be subject to liquidated damages in the amount of \$250 for each consecutive calendar day after the time stipulated for Substantial Completion of the work. The actual costs include, but are not limited to construction related costs resulting from the Contractor’s failure to complete the work on schedule.

The liquidated damages provided for herein were not calculated in contemplation or anticipation that the **CONTRACTOR** would default or otherwise abandon the project. In the event the **CONTRACTOR** does default or otherwise abandon the project, the **OWNER** reserves the right to collect from the **CONTRACTOR** or its surety, in addition to the liquidated damages, the actual damages including, but not limited to, additional engineering costs, incurred by the **OWNER** as a result of the default or abandonment.

14. Suspension of Work and Termination

In Paragraph 15.04.A delete the following words: “or Engineer fails to act on any Application for Payment within thirty days, after it is submitted” and add the words “if the”. In Paragraph 15.04.B delete the following words: “if Engineer has failed to act on an Application for Payment within thirty days after it is submitted” and add the words “if the”.

16. Methods and Procedures

Delete sentence 16.01.C.2 in its entirety

*** * END OF SECTION * ***

SECTION 01010
SUMMARY OF WORK

PART 1 GENERAL

1.01 Location of Work

All of the work of this Contract is located in public right-of-way or on easements and property owned or obtained by the Owner.

1.02 Work to be Done

- A. The CONTRACTOR shall furnish all labor, materials, equipment, tools, services and incidentals to complete all work required by these Specifications and as shown on the Drawings.
- B. The CONTRACTOR shall perform the work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.
- C. All materials, equipment, skills, tools and labor which are reasonably and properly inferable and necessary for the proper completion of the work in a substantial manner and in compliance with the requirements stated or implied by these Specifications or Drawings shall be furnished and installed by the CONTRACTOR without additional compensation, whether specifically indicated in the Contract Documents or not.
- D. The CONTRACTOR shall comply with all county, state, federal, and other codes which are applicable to the proposed construction work.

1.03 General Description of Work to be Performed

- A. The Work included in the Contract shall be as described in the Contract Documents.
- B. All work shall be done as described in the Specifications and as shown on the Drawings, complete, tested and ready for operation.

1.04 Work Sequence

- A. All work to be done under the Contract shall be done with minimum inconvenience to the OWNER. The CONTRACTOR shall coordinate his work with private property owners such that existing drainage, water service, sewer service and garbage pickup and other public services are maintained at all times.
- B. Construct Work in stages to accommodate the OWNER'S use of the premises during the construction period; coordinate the construction schedule and operations with the ENGINEER.
- C. Construct the Work in stages to provide for public convenience. Do not close off public

access until completion of one stage of construction will provide alternative usage.

1.05 Construction Areas

- A. CONTRACTOR shall limit his use of the construction areas for Work and for storage, to allow for:
 - 1. Work by other contractors.
 - 2. OWNER use.
 - 3. Public use.
- B. Coordinate use of work site under direction of ENGINEER.
- C. Assume full responsibility for the protection, security and safekeeping of products under this Contract stored on the site.
- D. Move any stored products, under CONTRACTOR'S control which interfere with operations of the OWNER or other contractors.
- E. Obtain and pay for the use of additional storage or work areas needed for operations.

1.06 Owner Occupancy

- A. OWNER will have full access to and use of all existing sewer facilities during the entire period of construction for the conduct of his normal operations. Cooperate with ENGINEER in all construction operations to minimize conflict and to facilitate OWNER usage.
- B. CONTRACTOR shall at all times conduct his operations as to insure the least inconvenience to the general public.

1.07 Partial Owner Occupancy

The CONTRACTOR shall schedule his operations for completion of portions of the Work, as designated, for the OWNER'S occupancy prior to Substantial Completion of the entire Work.

1.08 Plans and Specifications

- A. Specifications: The Technical Specifications consist of three parts: General, Products, and Execution. The General section contains general requirements which govern the work. The Products and Execution sections modify and supplement these by detailed requirements of the work and shall always govern whenever there appears to be a conflict.
- B. Intent:
 - 1. All work called for in the Specifications applicable to the Contract but not shown on the Plans in their present form or vice versa shall be of like effect as if shown or mentioned in both. Work not specified in either the Plans or in the Specifications but involved in carrying out their intent or in the complete and proper execution of the work is required and shall be performed by the CONTRACTOR as though it were specifically delineated or described at the CONTRACTOR'S expense.
 - 2. The apparent silence of the Specifications as to any detail, or the apparent omission

from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.

- C. Conflict between Drawings and Specifications. Where an obvious conflict exists between the Plans and Specifications, the ENGINEER shall decide which governs and the CONTRACTOR shall comply with the decision. Such decision shall not be grounds for additional payment to the CONTRACTOR, i.e., the CONTRACTOR shall include the price of the most expensive alternative in his bid.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

MEASUREMENT AND PAYMENT**PART 1 - GENERAL****1.01 Description**

- A. CONTRACTOR shall furnish all labor, materials, tools, equipment, appurtenances and all services necessary to perform all Work required, at the lump sum or unit prices for the items listed herein.
- B. The items listed below beginning with Article 1.04, refer to and are the same pay items listed in the Proposal. They constitute all of the pay items for the completion of the Contract. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, plant, services, CONTRACTOR'S or ENGINEER'S field offices, layout surveys, job signs, sanitary requirements, testing, safety devices, approval and record drawings, water supplies, power, removal of waste, watchmen, bonds, insurance, and all other requirements of the Contract Documents. Compensation for all such services, things and materials shall be included in the prices stipulated for the lump sum and unit pay items listed herein.

1.02 Engineer's Estimate of Quantities

The ENGINEER's estimated quantities for unit bid prices, as listed in the Bid Form, are approximate only and are included solely for the purpose of comparison of Bids. The OWNER does not expressly or by implication agree that the nature of the materials encountered below the surface of the ground or the actual quantities of material encountered or required will correspond therewith and reserves the right to increase or decrease any quantity or to eliminate any quantity as OWNER may deem necessary.

1.03 Related Provisions Specified Elsewhere

- A. Payments to CONTRACTOR: Refer to General Conditions and Supplemental Conditions.
- B. Changes in Contract Price: General Conditions and Contract Forms.
- C. Schedule of Values: Section 01026.

1.04 Base Bid Items

Item 1.0 – Temporary Silt Fence:

- 1. Description: This item shall include all labor, materials, equipment and incidentals required for installation and maintenance of temporary silt fence throughout the duration of the project. Silt Fence shall be as shown and specified in the contract documents or as directed by the engineer and shall be removed upon completion of the project.
- 2. Measurement and Payment: This item shall be paid per linear foot of silt fence

installed and accepted at the unit price indicated in the Prices Bid Table.

Item 2.0 – Wattles:

1. Description: This item shall include all labor, materials, equipment and incidentals required for installation and maintenance of wattles throughout the duration of the project. Wattles shall be as shown and specified in the contract documents or as directed by the engineer and shall be removed upon completion of the project.
2. Measurement and Payment: This item shall be paid for per linear feet at the price indicated in the Prices Bid Table installed and accepted.

Item 3.0 – Borrow Excavation, Class B9:

1. Description and Measurement: This item shall include all work associated with furnishing, placing and compacting Borrow Excavation, Class B9. The quantity for borrow excavation shall be measured for payment on as (LVM) loose vehicle measure.
2. Payment: This item shall be paid for at the unit price indicated in the Prices Bid Table per cubic yard (LVM) of material installed and accepted.

Item 4.0 – 6” PVC Pipe:

1. Description and Measurement: This item shall include all work associated with furnishing, placing, trenching and compacting 6” PVC pipe. The quantity for 6” PVC pipe shall be measured for payment on as per linear feet.
2. Payment: This item shall be paid for at the unit price indicated in the Prices Bid Table per linear foot of 6” PVC pipe installed and accepted.

Item 5.0 – Recirculation System:

1. Description: This item shall include all labor, materials, equipment, and incidentals required for installation of Recirculation System as noted in the plans.
2. Measurement and Payment: Lump Sum Payment for this item shall be at the unit price indicated in the Prices Bid Table.

Item 6.0 – Play Feature, Saxophone:

1. Description: This item shall include all labor, materials, equipment, and incidentals (including piping/plumbing) required for installation of Play Feature, Saxophone as noted in the plans.
2. Measurement and Payment: Lump Sum Payment for this item shall be at the unit price indicated in the Prices Bid Table.

Item 7.0 – Play Feature, Ground Sprays (Types 1, 2 & 3):

1. Description: This item shall include all labor, materials, equipment, and incidentals (including piping/plumbing) required for installation of Play Feature, Ground Sprays (Types 1, 2 & 3) as noted in the plans.

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2. Measurement and Payment: This item shall be paid for at the unit price indicated in the prices Bid Table per each installed and accepted.

Item 8.0 – Play Feature, Trumpet:

1. Description: This item shall include all labor, materials, equipment, and incidentals (including piping/plumbing) required for installation of Play Feature, Trumpet as noted in the plans.
2. Measurement and Payment: This item shall be paid for at the unit price indicated in the prices Bid Table per each installed and accepted.

Item 9.0 – Activator Power Post

1. Description: This item shall include all labor, materials, equipment, and incidentals (including conduit/wiring) required for installation of Activator Power Post as noted in the plans.
2. Measurement and Payment: Lump Sum Payment for this item shall be at the unit price indicated in the Prices Bid Table.

Item 10.0 – Smart Controller

1. Description: This item shall include all labor, materials, equipment, and incidentals (including conduit/wiring) required for installation of Smart Controller as noted in the plans.
2. Measurement and Payment: Lump Sum Payment for this item shall be at the unit price indicated in the Prices Bid Table.

Item 11.0 – Non-Skid Color Play Surface:

1. Description: This item shall include all labor, materials, equipment, and incidentals required for installation of non-skid color play surface as shown and specified.
2. Measurement and Payment: This item shall be paid for at the unit price indicated in the Prices Per Bid Table per square feet of non-skid color play surface installed and accepted.

Item 12.0 – Music Note Seating:

1. Description: This item shall include all labor, materials, equipment, and incidentals (including all items related to glass fiber reinforced play equipment) required for installation of Music Note Seating as noted in the plans.
2. Measurement and Payment: This item shall be paid for at the unit price indicated in the prices Bid Table per each installed and accepted.

Item 13.0 – Sump Drain Boxes:

1. Description: This item shall include all labor, materials, equipment, and incidentals (including all items related to piping, fittings and connections) required for installation of Sump Drain Boxes as a functioning part of the recirculating system as noted in the plans.

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2. Measurement and Payment: This item shall be paid for at the unit price indicated in the prices Bid Table per each installed and accepted.

Item 14.0 – Shade Structure:

1. Description: This item shall include all labor, materials, equipment, and incidentals (including all items related to fabric, posts, connections and footings) required for installation of Shade Structure as noted in the plans.
2. Measurement and Payment: This item shall be paid for at the unit price indicated in the prices Bid Table per each installed and accepted.

Item 15.0 – Splash Pad Electrical

1. Description: This item shall include all labor, materials, equipment, and incidentals required for installation of Splash Pad Electrical as noted in the plans and specifications.
2. Measurement and Payment: Lump Sum Payment for this item shall be at the unit price indicated in the Prices Bid Table.

Item 16.0 – Concrete Sidewalk, With Reinforcement:

1. Description: This item shall include all labor, materials, equipment, and incidentals required for installation of concrete sidewalk, with reinforcement as shown and specified including, but not limited to fine grading, formwork, joints, sealants, curing, and finishing.
2. Measurement and Payment: This item shall be paid for at the unit price indicated in the Prices Per Bid Table per square yard of concrete sidewalk installed and accepted.

Item 17.0 – Connect to Existing Sewer Service

1. Description: This item shall include all labor, materials, equipment, and incidentals required for a connection to existing sewer service as noted in the plans and specifications.
2. Measurement and Payment: Lump Sum Payment for this item shall be at the unit price indicated in the Prices Bid Table.

Item 18.0 – Connect to Existing Water Meter

1. Description: This item shall include all labor, materials, equipment, and incidentals required for a connection to existing water meter as noted in the plans and specifications.
2. Measurement and Payment: Lump Sum Payment for this item shall be at the unit price indicated in the Prices Bid Table.

Item 19.0 – 4” Sanitary Sewer Service Line

1. Description: This item shall include all labor, materials, equipment, and incidentals required for a 4” Sanitary Sewer Service Line as noted in the plans and specifications.

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2. Measurement and Payment: This item shall be paid for per linear feet at the price indicated in the Prices Bid Table installed and accepted.

Item 20.0 – 4” Sanitary Sewer Clean Out

1. Description: This item shall include all labor, materials, equipment, and incidentals required for a 4” Sanitary Sewer Clean Out as noted in the plans and specifications.
2. Measurement and Payment: This item shall be paid for at the unit price indicated in the prices Bid Table per each installed and accepted.

Item 21.0 – 2” Water Service:

1. Description: This item shall include all labor, materials, equipment, and incidentals required for a 2” Water Service as noted in the plans and specifications.
2. Measurement and Payment: This item shall be paid for per linear feet at the price indicated in the Prices Bid Table installed and accepted.

Item 22.0 – Solid Sod, Centipede:

1. Description: This item shall include all labor, materials, equipment, and incidentals required for installation of Solid Sod, Centipede as directed and specified including, but not limited to grading, fine grading, sod placement, rolling and watering.
2. Measurement and Payment: This item shall be paid for at the unit price indicated in the Prices Per Bid Table per square yard of Solid Sod, Centipede installed and accepted.

Item 23.0 – Sign Allowance:

1. Description: This item shall include all labor, materials, equipment, and incidentals required for installation of a project sign as directed by the Engineer.
2. Measurement and Payment: This item shall be paid for at the lump sum allowance of \$500.

Item 24.0 – 4’ Bench:

1. Description: This item shall include all labor, materials, equipment, and incidentals required for the placement of a 4’ Bench as noted in the plans.
2. Measurement and Payment: This item shall be paid for at the unit price indicated in the prices Bid Table per each installed and accepted.

Item 25.0 – Trash Receptacle:

1. Description: This item shall include all labor, materials, equipment, and incidentals required for the placement of a 4’ Bench as noted in the plans.
2. Measurement and Payment: This item shall be paid for at the unit price indicated in the prices Bid Table per each installed and accepted.

Item 25.0 – Mobilization & Construction Staking:

1. Description, Measurement and Payment: The lump sum payment for this item will

be full compensation for providing all initial services, staking, bonds, insurance, temporary facilities and required job mobilization to commence the Work as specified and the removal of all on-site facilities upon completion of the work. Payment for mobilization and staking shall be made on the first two Pay Estimates at a rate of 50% each.

1.05 Add Option #1 Items

Item 1.0 – Black Vinyl Chain Link Fence, 5’:

1. Description: This item shall include all labor, materials, equipment and incidentals required for installation of black vinyl chain link fence as shown and specified in the plans and contract documents or as directed by the engineer.
2. Measurement and Payment: This item shall be paid per linear foot of fence installed and accepted at the unit price indicated in the Prices Bid Table.

Item 2.0 – Black Vinyl Chain Link Fence, 5’ Single Gate:

1. Description: This item shall include all labor, materials, equipment, and incidentals required for installation of a black vinyl chain link fence, 5’ single gate as noted in the plans and specifications.
2. Measurement and Payment: This item shall be paid for at the unit price indicated in the prices Bid Table per each installed and accepted.

Item 3.0 – Black Vinyl Chain Link Fence, 10’ Double Gate:

1. Description: This item shall include all labor, materials, equipment, and incidentals required for installation of a black vinyl chain link fence, 10’ double gate as noted in the plans and specifications.
2. Measurement and Payment: Lump Sum Payment for this item shall be at the unit price indicated in the Prices Bid Table.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

**** END OF SECTION ****

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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.

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PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

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01026-2

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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.

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- 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 ****

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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.

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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

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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#, #,

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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 ****

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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

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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

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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#, #,

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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.

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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#, #,

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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

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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**#,#,

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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

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	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

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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

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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 * ***

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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 ****

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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

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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

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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.

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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

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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

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(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**#,#,

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SECTION 01410

TESTING LABORATORY SERVICES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Contractor will employ and pay for the services of an Independent Testing Laboratory to perform testing specifically indicated on the Contract Documents or specified in the Specifications and may at any other time elect to have materials and equipment tested for conformity with the Contract Documents.

- A. Employment of the laboratory shall in no way relieve Contractor's obligations to perform the Work of the Contract.

1.02 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

Laboratory is not authorized to:

- A. Release, revoke, alter or enlarge on requirements of Contract Documents.
- B. Approve or accept any portion of the Work.
- C. Perform any duties of the Contractor.

1.03 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel; provide access to Work, to Manufacturer's operations.
- B. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
- C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other materials mixes which require control by the testing laboratory.
- D. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacture or fabrication. Standard specifications for quality and workmanship are indicated in the Contract Documents. The Owner may require the Contractor to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the standard specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.
- E. Furnish incidental labor and facilities:
 - 1. To provide access to Work to be tested.

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2. To obtain and handle samples at the Project site or at the source of the product to be tested.
 3. To facilitate inspections and tests.
 4. For storage and curing of test samples.
- F. Notify laboratory at least 24 hours in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
- G. Employ and pay for the services of the same or a separate, equally qualified independent testing laboratory to perform additional inspections, sampling and testing required for the Contractor's convenience and as approved by the Owner.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Material and equipment incorporated into the Work shall:

- A. Conform to applicable specifications and standards.
- B. Comply with size, make, type, and quality specified to the greatest extent possible, detailing all aspects and providing explicit reasons for parameters not in compliance and specifically approved in writing by the Engineer.
- C. Manufactured and Fabricated Products:
 - 1. Design, fabricate, and assemble in accord with the best engineering and standard shop practices.
 - 2. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
 - 3. Two or more items of the same kind shall be produced, by the same manufacturer.
 - 4. Products shall be suitable for service conditions.
 - 5. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
- D. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.02 APPROVAL OF MATERIALS

- A. Only new materials and equipment shall be incorporated in the Work. All materials and equipment furnished by the Contractor shall be subject to the inspection and approval of the Engineer. No material shall be delivered to the Work without prior approval of the Engineer.
- B. The Contractor shall submit to the Engineer, data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable the Engineer to identify the particular product along with references to the applicable section(s) of the specifications to form an opinion as to its conformity to the specifications. The data shall comply with Paragraph 1.06 of this Section.
- C. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by the Contractor. If the Engineer requires, the Contractor shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the

specifications. Such samples shall be furnished, stored, packed, and shipped as directed at the Contractor's expense. Except as otherwise noted, the Contractor will make arrangements for and pay for the tests. Where such tests confirm compliance with the specifications, the Owner will reimburse the actual charges of the testing firm paid by the Contractor.

- D. Contractor shall submit data and samples sufficiently early to permit consideration, approval, manufacture, and delivery of materials before they are necessary for incorporation in the work. Any delay of approval resulting from the Contractor's failure to submit samples or data promptly shall not be used as a basis of claim against the Owner or the Engineer.
- E. The materials and equipment used in the Work shall correspond to the approved samples or other data.

1.03 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

- A. When Contract Documents require that installation of the Work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including five copies to the Engineer. One complete set of the installation instructions shall be available for use on the job site during and through completion of the Work.
- B. Handle, install, connect, clean, condition and adjust products as required by the manufacturer's instructions and in conformity with specified requirements.
 - 1. Should the specified requirements conflict with the manufacturer's instructions, the manufacturer's instructions shall have priority unless changes are authorized in writing by the manufacturer.
 - 2. Should job conditions conflict with the manufacturer's instructions, consult with the manufacturer for clarification.
 - 3. Clarifications of installation instructions shall be issued only by the manufacturer, shall be in writing, and shall be distributed to all parties involved in the installation as stated above and prior to alteration of the installation procedures.
 - 4. Do not proceed with the Work without clear instructions concerning the specific installation procedures.
- C. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by the manufacturer.

1.04 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of Products as required by the currently approved construction schedule coordinating each delivery to avoid conflict with other work and conditions at the site.
 - 1. Deliver Products in a undamaged condition, in the manufacturer's original containers or packaging and with identifying labels intact and legible.
 - 2. Prior to accepting delivery, inspect shipments to assure compliance with approved submittal, and that the Products have been properly protected and are undamaged.
- B. Provide equipment and personnel to handle Products preventing soiling or damage to the Products or their protective packaging.

1.05 STORAGE AND PROTECTION

- A. Store Products in accord with manufacturer's instruction, with seals and labels intact and legible.
 - 1. Store products subject to damage by the elements in weathertight enclosures.
 - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
 - 3. Store fabricated products above the ground, on blocking or skids, prevent spoiling, staining or corrosion. Cover products which are subject to deterioration with impervious sheet coverings and provide adequate ventilation to avoid condensation.
 - 4. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- B. All materials and equipment to be incorporated in the Work shall be handled and stored in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and other injury, theft or damage.
- C. Cement and lime shall be stored under a roof and off the ground and shall be kept completely dry at all times. All miscellaneous steel, structural steel and reinforcing steel shall be stored off the ground, kept free of accumulations of dirt and grease, and in areas free of standing water to minimize rusting. Precast concrete sections shall be handled and stored in a manner to prevent staining, chipping or cracking. Brick, block and similar masonry products shall be handled and stored in a manner to reduce staining, breaking, chipping, cracking, and spalling.
- D. All materials which, in the opinion of the Engineer, have become so damaged as to be unfit for the use intended, including aesthetics, shall be promptly removed from the site of the work.
- E. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections and exercise or rotate moving parts of stored products as required by the

manufacturer to assure that products are maintained under specified conditions and free from damage or deterioration.

- F. Provide substantial coverings as necessary to protect installed products from damage caused by traffic and subsequent construction operations. Remove the protective covering when no longer needed.
- G. The Contractor shall be responsible for all material, equipment, and supplies sold and delivered to the Owner under this Contract until final inspection of the Work and acceptance thereof by the Owner. In the event any such material, equipment, and supplies are lost, stolen, damaged, or destroyed prior to final inspection and acceptance they shall be replaced by the Contractor.
- H. Should the Contractor fail to take proper action to properly store and handle equipment supplied under this Contract, the Owner retains the right to notify the Contractor in writing of the deficiencies, to correct all deficiencies and deduct the cost associated with these corrections from the contractor's Contract. These costs may be comprised of expenditures for labor, equipment usage, administration, clerical, engineering and any other costs associated with making the necessary corrections.

1.06 SUBSTITUTIONS AND PRODUCT OPTIONS

A. Products List:

Within fifteen (15) days after the Notice to Proceed, submit to the Engineer complete list of major products proposed to be used, with the name of the manufacturer and the installing subcontractor.

B. Contractor's Options:

- 1. For Products specified only by reference standard, select any product meeting that standard.
- 2. For Products specified by naming one or more Products or manufacturers and "or equal", Contractor must submit a request as for substitutions for any Product or manufacturer not specifically named.

C. Substitutions:

- 1. For a period of thirty (30) days after the Effective Date of the Agreement, the Engineer will consider written requests from Contractor for substitution of Products.

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2. Submit a separate request for each Product, supported with complete data, with drawings and samples as appropriate, including:
 - a. Comparison of the qualities of the proposed substitution with that specified.
 - b. Changes required in other elements of the work because of the substitution.
 - c. Effect on the construction schedule.
 - d. Cost data comparing the proposed substitution with the Product specified.
 - e. Any required license fees or royalties.
 - f. Availability of maintenance service, and source of replacement materials.
 3. The Engineer shall be the judge of the acceptability of the proposed substitution.
- D. Contractor's Representation:
- A request for a substitution constitutes a representation that Contractor:
1. Has investigated the proposed Product and determined that it is equal to or superior in all respects to that specified.
 2. Will provide the same warranties or bonds for the substitution as for the Product specified.
 3. Will coordinate the installation of an accepted substitution into the Work, and make such other changes as may be required to make the Work complete in all respects.
 4. Waives all claims for additional costs, under his responsibility, which may subsequently become apparent.

1.07 SPECIAL TOOLS

Manufacturers of equipment and machinery shall furnish any special tools required for normal adjustment, operations and maintenance, together with instructions for their use. The Contractor shall preserve and deliver to the Owner these tools and instructions in good order no later than upon completion of the Contract.

1.08 WARRANTY

For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's as stipulated in the specifications for each piece of equipment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01630

SUBSTITUTIONS

PART 1 GENERAL

1.01 General

Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions and shall contain complete data substantiating compliance of proposed substitution with Contract Documents.

1.02 Substitutions

- A. During a period of 60 days after execution of Contract, ENGINEER will consider written requests from CONTRACTOR for substitution of products or construction methods (if specified).
 - 1. After end of specified period, requests will be considered only in case of unavailability of products or other conditions beyond control of CONTRACTOR.
 - 2. If the CONTRACTOR proposes to use products other than named manufacturers in the technical Specification, the ENGINEER reserves the right to require the CONTRACTOR to submit information within the first 30 days after the NOTICE TO PROCEED verifying that the proposed equipment will comply with the Specifications.
- B. Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions, and shall contain complete data substantiating compliance of proposed substitution with the Contract Documents.
- C. In making request for substitution, CONTRACTOR represents:
 - 1. CONTRACTOR has investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.
 - 2. CONTRACTOR will provide the same or better warranties or bonds for proposed substitution as for product or method specified.
 - 3. CONTRACTOR waives all claims for additional costs or extension of time related to proposed substitution that subsequently may become apparent.
- D. Proposed substitutions will not be accepted if:
 - 1. They are only shown or implied on the Shop Drawings.
 - 2. Acceptance will require substantial revision of Contract Documents.
 - 3. They will change design concepts or Specifications.
 - 4. They will delay completion of the Work, or the work of other contractors.
- E. The ENGINEER will determine whether substitute brands or products are equal to those specified in the Contract Documents. No substitute will be ordered or installed without the ENGINEER'S prior written acceptance.
- F. The OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a

special performance guarantee or other surety with respect to any substitute.

- G. If the ENGINEER determines that a proposed substitute is not equal to that specified or described in the Drawings or Specifications, CONTRACTOR shall furnish one of the brands or products specified or described, at no additional cost to the OWNER.
- H. Engineering Costs:
1. The ENGINEER will record all time required in evaluating substitutions proposed by CONTRACTOR and in making any change in the Drawings or Specifications occasioned thereby. Whether or not the ENGINEER accepts a proposed substitute CONTRACTOR will reimburse the OWNER for the actual cost of the ENGINEER for evaluating any proposed substitute which either does not meet the requirements of the Drawings and Specifications, or the acceptance of which would require changes to other portions of the Work.
 2. CONTRACTOR shall reimburse OWNER for all associated engineering costs, including redesign, additional shop drawing reviews, investigations, consultant fees and revision of the Contract Documents required because of the substitution.
- I. The time required by the ENGINEER to evaluate and either accept or reject proposed substitutes is included in the Contract Time and no extension of the Contract Time shall be allowed therefore.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01710

CLEANING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Cleaning shall include daily "policing" of the work and surrounding areas to clear general debris waste paper, wood scraps, broken concrete, loose riprap, and other objectionable material along with the final cleanup of site(s) required for project acceptance. **DAILY CLEANUP IS REQUIRED.**

1.02 DISPOSAL REQUIREMENTS

Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute daily cleaning to keep the Work, the site and adjacent properties, free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.
- B. Provide onsite containers for the collection of waste materials, debris and rubbish. All waste materials including containers, food debris and other miscellaneous materials must be disposed of daily in onsite containers.
- C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

3.02 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
- D. Prior to final completion or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas to verify that the entire Work is clean.

*** * END OF SECTION * ***

SECTION 01720
PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Maintain at the site for the Owner one record copy of:

- A. Conformed Drawings.
- B. Conformed Specifications.
- C. Change Orders and other Modifications to the Contract.
- D. Engineer's Field Orders or written instructions.
- E. Approved Shop Drawings, Working Drawings and Samples.
- F. Field Test records.
- G. Construction photographs.
- H. Latest, Approved Progress Schedule.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in a manner and location to prevent damage.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide secure storage space for storage of samples.
- B. File documents and samples in accordance with CSI section numbers.
- C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by the Owner.
- E. As a prerequisite for monthly progress payments, the Contractor is to exhibit the currently updated "record documents" for review by the Owner.

1.03 MARKING DEVICES

Provide felt tip marking pens for recording information in the color code designated by the Owner.

1.04 RECORDING

- A. Label each document "PROJECT RECORD" with rubber stamp.
- B. Record information concurrently with construction progress and do not conceal any work until required information is recorded.
- C. Legibly mark drawings to record actual construction:
 - 1. The Contractor shall use the following color code in marking Contract Drawings:
 - a. Yellow for no change.
 - b. Red to indicate additions, deletions and changes.
 - 2. Elevations of various structure elements in relation to elevation datum.
 - a. Elevations referenced to control points established by the Owner's agent.
 - b. Specifically, elevations of drainage culvert inverts, ditch grades, top of roadway and driveway curbs, bridges, etc.
 - 3. Location of internal utilities and appurtenances concealed in the construction by referencing to visible and accessible features of the structure.
 - 4. Field changes of dimension and detail.
 - 5. Changes made by Field Order or by Change Order.
 - 6. Details not on original contract drawings.
- D. Specifications and Addenda; Legibly mark each Section to record:
 - 1. Manufacturer, trade name, catalog number, and Supplier of each Product and item of equipment actually installed.
 - 2. Changes made by Field Order or by Change Order.
- E. Shop Drawings (after final review):

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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 one (1) year period following the date of acceptance for operation (Substantial Completion) by the Owner. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year, unless otherwise specified, commencing at the time of acceptance for operation (beneficial use) by the Owner and shall be read in conjunction with the Contractor's warranty which shall operate together to provide for replacement of defective components and restoration of proper operation. The Contractor shall be solely responsible for both warranties.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 02200

EXCAVATION AND BACKFILL

PART 1 – GENERAL

1.01 Description

- A. Scope:
 - 1. Furnish all labor, materials, equipment and incidentals required to perform all excavating, backfilling and disposing of earth materials as shown, specified, and required for the purpose of constructing conduits, pipelines, roads, ditches, grading, and other facilities required to complete the Work in every respect.
 - 2. All necessary preparation of subgrade for slabs and pavements is included.
 - 3. All temporary means needed to prevent discharge of sediment to water courses because of dewatering systems or erosion are included.
 - 4. No classification of excavated materials will be made. Excavation includes all materials regardless of type, character, composition, moisture, or condition thereof.
- B. Related Work Specified Elsewhere: Section 15052, Buried Piping Installation.

1.01 Quality Assurance

- A. Tests:
 - 1. The CONTRACTOR shall retain the services of a qualified testing laboratory to make tests and determine acceptability of the fill or material as listed below.
 - 2. CONTRACTOR shall give full cooperation to the testing lab personnel so that the required soil tests can be taken in an efficient and timely manner.
 - 3. Required Tests:
 - a. Select Fill Samples:
 - (1) Gradation, ASTM D 422.
 - (2) Liquid Limit, ASTM D 423.
 - (3) Plastic Limit and Plasticity Index, ASTM D 424.
 - b. Compacted Select Fill: Compaction, ASTM D 698.
- B. Permits and Regulations:
 - 1. Obtain all necessary permits for work in roads, rights-of-way, railroads, etc.
 - 2. Obtain permits as required by local, state and federal agencies for discharging water from excavations to rivers and streams.
 - 3. Perform excavation work in compliance with applicable requirements of governing authorities having jurisdiction.
- C. Reference Standards: Comply with applicable provisions and recommendations of the following except as otherwise shown or specified.
 - 1. ASTM A 36, Structural Steel.
 - 2. ASTM A 328, Steel Sheet Piling.
 - 3. ASTM D 422, Particle-Size Analysis of Soils.
 - 4. ASTM D 423, Liquid Limit of Soils.

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5. ASTM D 424, Plastic Limit and Plasticity Index of Soils.
 6. ASTM D 448, Standard Sizes of Coarse Aggregate for Highway Construction.
 7. ASTM D 698, Moisture-Density Relations of Soils, Using 5.5 lb (2.5 kg) Rammer and 12-in. (304.8 mm) Drop.
 8. ASTM D 1556, Density of Soil in Place by the Sand-Cone Method.
 9. ASTM D 2487, Classification of Soils for Engineering Purposes.
 10. ASTM D 2922, Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

1.02 Submittals

Submit samples of all select fill, gravel and base materials required.

1.03 Job Conditions

- A. Subsurface Information:
 1. Refer to the Supplementary Conditions for a listing of available subsurface investigation reports. Data on subsurface conditions is not intended as a representation or warranty of continuity of such conditions between soil borings. ENGINEER will not be responsible for interpretations or conclusions drawn therefrom by CONTRACTOR.
 2. Additional test borings and other exploratory operations may be made by CONTRACTOR at no cost to OWNER.
- B. Existing Structures and Utilities:
 1. Shown on the Drawings are certain surface and underground structures adjacent to the Work. This information has been obtained from existing records. It is not guaranteed to be correct or complete and is shown for the convenience of the CONTRACTOR. CONTRACTOR shall explore ahead of the required excavation to determine the exact location of all structures. They shall be supported and protected from injury by the CONTRACTOR. If they are broken or injured, they shall be restored immediately by the CONTRACTOR at his expense.
 2. Locate existing underground utilities in the areas of Work. If utilities are to remain in place, provide adequate means of protection during earthwork operations. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult the ENGINEER immediately for directions as to procedure. Co-operate with City and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.
- C. Do not interrupt existing utilities serving facilities occupied and used by City or others, except when permitted in writing by ENGINEER and then only after acceptable temporary utility services have been provided. Use of Explosives: Not permitted on the job site.
- D. Protection of Persons and Property:
 1. Barricade open excavations occurring as part of this Work and post with warning lights.
 2. Operate warning lights during hours from dusk to dawn each day and as otherwise required.
 3. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by earthwork operations.

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- E. Dust Control: Conduct all operations and maintain the area of activities, including sweeping and sprinkling of roadways, so as to minimize creation and dispersion of dust. Use calcium chloride to control serious or prolonged dust problems.

PART 2 – PRODUCTS

2.01 Soil Materials

- A. Select Backfill and Fill Material: Comply with the following properties: Borrow Material, Class B9, as described in the *Mississippi Standard Specification for Road and Bridge Construction, 2017 Edition*.
- B. General Backfill and Fill Material: Provide approved soil materials for backfill and fill that meet the following requirements:
 - 1. Free of clay, rock or gravel larger than 6 inches in any dimension, debris, waste, frozen materials, vegetable and other deleterious matter.
 - 2. Fill shall consist of any non-organic soil, free of debris and capable of being placed and compacted to the specified densities.
- C. Select Bedding Material: Class B bedding as described in the *Mississippi Standard Specification for Road and Bridge Construction, 2017 Edition*. Sewer Pipe - Class 6, Group C, as described in the *Mississippi Standard Specification for Road and Bridge Construction, 2017 Edition*
- D. Sand Material for Undercut: Sand Material for Undercuts shall be a clean sand having a maximum of 15% passing the No. 200 sieve.
- E. All costs associated with tests required by the ENGINEER to verify that material obtained either on-site or off-site meets the above requirements shall be borne by the CONTRACTOR.

PART 3 – EXECUTION

3.01 Inspection

CONTRACTOR will examine the areas and conditions under which excavating, filling, and grading are to be performed and notify the ENGINEER of conditions the CONTRACTOR may find that are detrimental to the proper and timely completion of the Work. Do not proceed with the Work until unsatisfactory conditions have been corrected in an acceptable manner.

3.02 Site Preparation

Clear all areas to be occupied by permanent construction of all trees, brush, roots, stumps, logs, wood and other materials and debris in accordance with Best Management Practices. Subgrades for fills shall be cleaned and stripped of vegetation, sod, topsoil and organic matter.

3.03 Test Pits

- A. Where ordered by the ENGINEER, excavate and backfill, in advance of construction, test pits to determine conditions or location of existing facilities.

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- B. Perform all work required in connection with excavating, stockpiling, maintaining, sheeting, shoring, backfilling and replacing pavement for the test pits.
 - C. Payment for this work will be included in the lump sum price bid for the excavation work.
 - D. Test pits made by the CONTRACTOR for his own use at his option shall not be paid for.

3.04 Excavation

- A. General:
 - 1. Scope: Perform all excavation required to complete the Work as shown and specified.
 - 2. Excavated Materials: Earth, sand, clay, gravel, hardpan, boulders not requiring drilling or jackhammering to remove, decomposed rock, pavements, sediment, rubbish and all other materials within the excavation limits.
- B. Structures and Pipelines:

Excavations: Open excavations shall be shored and braced where necessary. All shoring and bracing systems shall comply with current OSHA requirements.
- C. Dewatering:
 - 1. Placement of Structure Below Groundwater Table: Use well points, cofferdams or other acceptable methods to permit construction of said structure or pipeline under dry conditions.
 - 2. New Concrete and Pipelines: Maintain dry conditions until fresh concrete has reached sufficient strength to withstand earth and hydrostatic loads and until the pipelines are properly jointed, tested and backfilled.
 - 3. Flooding: Protect excavation from flooding until all walls and floor framing up to and including grade level floors are in place and backfilling has begun.
 - 4. Water Level: Maintain water level below top of backfill at all times.
 - 5. Under no conditions shall water be permitted to stand in the bottom of an excavation for more than 24 hours.
- D. Pumping: Pump excavations in such a manner to prevent the carrying away of unsolidified concrete materials, and to prevent damage to the existing subgrade.
- E. Size of Excavations: Extend excavation sufficiently on each side of structures, footings, etc., to permit setting of forms, installation of sheeting or the safe sloping of banks.
- F. Subgrades:
 - 1. Subgrade Requirements for Roadways, and Trench Bottoms:
 - a. Strong, dense, and thoroughly compacted and consolidated.
 - b. Free from mud, muck and other soft or unsuitable materials.
 - c. Remain firm and intact under all construction operations.
 - 2. Soft Subgrades: For subgrades which are otherwise solid, but which become soft or mucky on top due to construction operations, overlay with geotextile fabric prior to placement of crushed stone or gravel. Fabric shall be as manufactured by one of the following:
 - a. Marifi 600X by Marifi, Inc.

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- b. Typar Style 3601 by Dupont Co.
 - c. Or equal.
 - Install fabric in accordance with manufacturer's recommendations.
 - 3. Use "Mud-mat" for subgrade, as shown on the Drawings.
 - 4. Finished Elevation of Stabilized Subgrades: Do not place above subgrade elevations shown.
- G. Pipe Trench Preparation:
- 1. No more than 100 feet of trench may be opened in advance of pipe laying.
 - 2. Trench width shall be minimized to greatest extent practical but shall conform to the following:
 - a. Sufficient to provide room for installing, jointing and inspecting piping, but in no case wider at top of pipe than pipe barrel O.D. plus 3 feet.
 - b. Enlargements at pipe joints may be made if required and approved by ENGINEER.
 - c. Sufficient for sheeting, bracing, sloping, and dewatering.
 - d. Sufficient to allow thorough compacting of backfill adjacent to bottom half of pipe.
 - e. Do not use excavating equipment which requires the trench to be excavated to excessive width.
 - 3. Depth of trench shall be as shown. If required and approved by ENGINEER depths may be revised.
- H. Material Storage:
- 1. Stockpile satisfactory excavated materials in approved areas, until required for backfill or fill.
 - 2. Place, grade and shape stockpiles for proper drainage.
 - 3. Locate and retain soil materials away from edge of excavations.
 - 4. Dispose of excess soil and waste materials as specified hereinafter.
- I. Unsuitable Material:
- 1. Where the existing material beneath the bedding material is considered unsuitable by the ENGINEER, remove and replace it with select bedding material.
 - 2. Include the additional excavation and select bedding material as defined under Section 02200 when ordered in writing by the ENGINEER.

3.05 Unauthorized Excavation

- A. Limits: All excavation outside the lines and grades shown.
- B. Responsibility: All unauthorized excavation together with the removal and disposal of the associated materials is at the CONTRACTOR'S expense.
- C. Backfill: Fill and compact the unauthorized excavation with select backfill and at CONTRACTOR'S expense.

3.06 Drainage and Dewatering

- A. General:
 - 1. Prevent surface and subsurface water from flowing into excavations and from

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2. flooding adjacent areas.
 2. Remove water from excavation as fast as it collects.
 3. Maintain the ground water level below the bottom of the excavation to provide a stable surface for construction operations, a stable subgrade for the permanent work, and to prevent damage to the Work during all stages of construction.
 4. Provide and maintain pumps, sumps, suction and discharge lines and other dewatering system components necessary to convey water away from excavations.
 5. Obtain ENGINEER'S approval before shutting down dewatering system for any reason.
- B. Standby Requirements for Dewatering: Provide standby equipment to ensure continuity of dewatering operations.
- C. Disposal of Water Removed by Dewatering System:
1. Dispose of all water removed from the excavation in such a manner as not to endanger public health, property, or any portion of the Work under construction or completed.
 2. Dispose of water in such a manner as to cause no inconvenience to the City, ENGINEER, or others involved in work about the site.
 3. Convey water from the construction site in a closed conduit. Do not use trench excavations as temporary drainage ditches.

3.07 General and Select Backfill

- A. General: Furnish, place and compact all backfill required for embankments and trenches as required to provide the finished grades shown and as described herein.
- B. Select: Provide select backfill in the following locations:
1. Support below and around piping and foundations as noted on the Drawings.
 2. Subgrade for roads and pavements.
 3. Where shown or directed by ENGINEER.
- C. Restrictions: Backfill excavations as promptly as Work permits, but not until completion of the following:
1. Construction below finish grade including dampproofing, waterproofing, and perimeter insulation.
 2. Inspection, testing, approval, and recording of locations of underground utilities.
 3. Removal of concrete formwork.
 4. Removal of shoring and bracing, and backfilling of voids with satisfactory materials.
 5. Removal of trash and debris.
 6. Permanent or temporary horizontal bracing is in place on horizontally supported walls.
- D. Placement:
1. Keep excavation dry during backfilling operations. At no time shall water be permitted to stand in the bottom of a trench for more than 24 hours.
 2. Bring up backfill evenly on all sides around structures and piping.
 3. For embankments it is intended that the elevations, lines, grades and typical sections (after settlement and compaction during construction) shall be those shown on the Drawings.

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- E. Pipe Trenches:
1. Place all backfill in pipe trenches in horizontal layers not exceeding 6 inches in depth (loose thickness) and thoroughly compacted before the next layer is placed.
 2. Comply with requirements of Section 15052.
- F. Moisture:
1. The water content of the fill being compacted shall be within the range of plus 4 percentage points from the optimum moisture content of the material unless otherwise specified.
 2. Wet the fill materials during placement to achieve water contents needed for effective compaction.
- G. Unacceptable Material:
1. Do not place or compact fill in a frozen condition or on top of frozen material.
 2. Remove fill containing organic materials or other unacceptable material and replace with approved fill material.
- H. Equipment:
1. Compact fill with equipment suitable for the type of material placed and which is capable of providing the densities required.
 2. Select compaction equipment and submit it and proposed procedure to the ENGINEER for approval.
- I. Coverage:
1. Compact fill by at least two coverages of all portions of the surface of each lift by compaction equipment.
 2. One coverage is defined as the condition obtained when all portions of the surface of the fill material have been subjected to the direct contact of the compactor.
- J. Compaction: Minimum Density for General Backfill and Fill: CONTRACTOR shall provide independent analysis to demonstrate 95 percent of maximum density obtained in the laboratory in accordance with ASTM D 698 Method C including Note 2. This percentage is of standard Proctor density.
- K. Inadequate Compaction:
1. If the specified densities are not obtained because of improper control of placement or compaction procedures, or because of inadequate or improperly functioning compaction equipment, perform whatever work is required to provide the required densities.
 2. This work includes complete removal of unacceptable fill areas and replacement and recompaction until acceptable fill is provided.
- L. Settlement:
1. Repair any settlement that occurs, at CONTRACTOR'S expense.
 2. Make all repairs and replacements necessary within 30 days after notice from the ENGINEER or OWNER.
- M. Disturbed Materials:
1. Provide, place and compact select fill necessary to replace subgrade materials

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- disturbed and softened as a result of the CONTRACTOR'S operations or to backfill unauthorized excavation.
 2. Furnish additional fill at CONTRACTOR'S expense.

3.08 Grading

- A. General:
 1. Uniformly grade areas within limits of grading under this Section, including adjacent transition areas.
 2. Smooth subgrade surfaces within specified tolerances.
 3. Compact with uniform levels or slopes between points where elevations are shown, or between such points and existing grades.
- B. Compaction: After grading, compact subgrade surfaces to the depth and percentage of maximum density for each area classification.

3.09 Gravel Course

- A. General:
 1. Place material, in layers of specified thickness, over ground surface to support vehicular traffic.
 2. See other Sections of Division 2 for material specifications.
- B. Grade Control: During construction, maintain lines and grades including crown and cross-slope of gravel course.
- C. Shoulders:
 1. Place shoulders along edges of gravel course to prevent lateral movement.
 2. Construct shoulders of acceptable soil materials, placed in such quantity to compact to thickness of each gravel course layer.
 3. Compact and roll at least a 12 inch width of shoulder simultaneously with compacting and rolling of each layer of gravel course.
- D. Placing:
 1. Place gravel course material on prepared subgrade in layers of uniform thickness, conforming to indicated cross-section and thickness.
 2. Maintain optimum moisture content for compacting gravel material during placement operations.
 3. When a compacted gravel course is shown to be 6 inches thick or less, place material in a single layer.
 4. When shown to be more than 6 inches thick, place material in equal layers, except no single layer more than 6 inches or less than 3 inches in thickness when compacted.

3.10 Disposal of Excavated Materials

Excess or Unsuitable Material:

- A. Haul away from the project site all material removed from the excavations which does not

conform to the requirements for fill or is in excess of that required for backfill.

- B. Dispose of fill in compliance with municipal, county, state, federal or other applicable regulations at no additional cost to the OWNER.

3.11 Field Quality Control

- A. Quality Control Testing During Construction:
1. Testing lab will inspect and approve subgrades and fill layers before further construction work is performed thereon
 2. Tests of subgrades and fill layers shall be taken as follows:
 - a. Pipeline Installation, Select Material Backfill: One field density for every 100 feet of pipe installed at the location and 12" depth increments as designated by Engineer.
 - b. Pipeline Installation, Natural Material Backfill: One field density for every 100 feet of pipe installed at the location and 12" depth increments as designated by Engineer.
 - c. Pipeline Installation, Roadway and Driveway Crossings: Two field densities at the locations and elevations as directed.
- B. Unsuitable Compaction: If, based on reports of testing lab and inspection, subgrade or fills which have been placed are below specified density; provide additional compaction and testing at no additional expense to the OWNER.

*** * END OF SECTION * ***

SECTION 02830
FENCES AND GATES

PART 1 C GENERAL

1.01 Description

- A. Scope:
 - 1. Furnish all labor, materials, equipment and such miscellaneous items as necessary for complete installation of a chain link fence system installed according to manufacturer's specifications unless otherwise indicated and specified herein.
 - 2. CONTRACTOR'S security fencing is at his option and expense and not specified herein.
- B. Related Work Specified Elsewhere:
 - 1. Section 03315, Concrete.

1.02 Quality Assurance

- A. Standards of Manufacture shall comply with the standards of the Chain Link Fence Manufacturer's Institute for "Vinyl Coated Chain Link Fence Fabric" and as herein specified.
- B. Provide each type of steel fence and gates as a complete unit produced by a single manufacturer, including necessary erection accessories, fittings and fastenings.
- C. Acceptable Manufacturers:
 - 1. Anchor
 - 2. Cyclone
 - 3. or equal
- D. Erector Qualifications: Minimum of two years experience installing similar fencing.

1.03 Submittals

- A. Product Data: Submit eight copies of manufacturer's technical data, in details of fabrication, and installation instructions and procedures for steel fences and gates. Transmit a copy of each instruction to the Installer. Submit to ENGINEER in conformance with all requirements of Section 01340.
- B. Samples: Submit three samples approximately 6-inches long, or 6-inches square of fabric material, framework members, and typical accessories.
- C. Certificates: Manufacturer's certification that materials meet specification requirements.

PART 2 C PRODUCTS

2.01 General

- A. Pipe sizes indicated are commercial pipe sizes.
- B. Tube sizes indicated are nominal outside dimension.
- C. H-section sizes are nominal flange dimensions.
- D. Roll-formed section sizes are the nominal outside dimensions (OD).

2.01 Fabric

- A. Fabric shall be 9 gauge steel wires, 2-inch diamond mesh; both top and bottom salvages twisted and barbed for fabric over 60-inches high. Finish, black vinyl coated.
- B. Site fencing to be 6 feet.

2.02 Posts, Rails and Braces

- A. End, Corner, and Pull Posts:
Furnish end, corner, and pull posts of the minimum sizes and weights as follows:
 - 1. Up to 5 foot fabric height.
 - a. 2.375-inch OD pipe weighing 3.65 pounds per linear foot.
 - b. 2.50-inch square tubing weighing 5.79 pounds per linear foot.
 - c. 3-1/2-inch x 3-1/2-inch roll-formed section weighing 5.14 pounds per linear foot.
 - 2. Over 5 foot fabric height.
 - a. 2.876-inch OD pipe weighing 5.79 pounds per linear foot.
 - b. 2.60-inch square tubing weighing 5.79 pounds per linear foot.
 - c. 3-1/2-in x 3-1/2-inch roll-formed section weighing 5.14 pounds per linear foot.
- B. Line Posts: Furnish line posts of the minimum sizes and weights as follows. Space posts 10 foot o.c. maximum, unless otherwise indicated.
 - 1. Up to 5 foot fabric height.
 - a. 1.90-inch OD pipe weighing 2.70 pounds per linear foot.
 - b. 1.875-inch x 1.625-inch roll-formed section weighing 2.70 pounds per linear foot.
 - 2. Over 5 foot fabric height.
 - a. 2.375-inch OD pipe weighing 3.65 pounds per linear foot
 - b. 2.25-inch x 1.70-inch roll-formed section weighing 4.10 pounds per linear foot.
- C. Gate Posts: Furnish gate posts for supporting single gate leaf, or one leaf of a double gate installation, for nominal gate widths as follows:
 - 1. Up to 6 feet wide.
 - a. 2.875-inch OD pipe weighing 5.79 pounds per linear foot.
 - b. 2-1/2-inch square tubing weighing 5.70 pounds per linear foot.

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- c. 3-1/2-inch x 3-1/2-inch roll-formed section weighing 5.14 pounds per linear foot.
 - 2. Over 6 feet and up to 13 feet wide: 4-inch OD pipe weighing 9.10 pounds per linear foot.
 - 3. Over 13 feet and up to 18 feet wide: 6-5/8 inches OD weighing 18.97 pounds per linear foot.
 - 4. Over 18 feet wide: 8-5/8 inches OD weighing 24.7 pounds per linear foot.
- D. Top Rails shall be furnished unless otherwise indicated, of the following:
- 1. 1.660-inch OD pipe weighing 2.27 pounds per linear foot.
 - 2. 1.625-inch x 1.25-inch roll-form sections weighing 1.35 pounds per linear foot.
- E. Post Brace Assembly:
- 1. Furnish bracing assemblies at end and gate posts and at both sides of corner and pull posts, with the horizontal brace located at mid-height of the fabric.
 - 2. Use 1.660-inch OD pipe weighing 2.27 pounds per linear foot for horizontal brace and 3/8-inch diameter rod with turnbuckle for diagonal truss.
- F. Tension Wire: Furnish tension wire consisting of galvanized 7 gauge coiled spring wire. Locate at bottom of fabric only.
- G. Barbed Wire Supporting Arms: Not Required.
- H. Barbed Wire: Not Required.
- I. Post Tops: Post tops shall be pressed steel, wrought iron, or malleable iron of SG70A (or equivalent) of ASTM B-26 or B-108, designed as a weathertight closure cap (for tubular posts). Furnish one cap for each post unless equal protection is afforded by combination post top cap and barbed wire supporting arm, where barbed wire is required. Furnish caps with openings to permit through passage of top rail.
- J. Stretcher Bars: Stretcher bars shall be one piece lengths equal to full height of fabric, with a minimum cross-section of 3/16-inch x 3/4-inch. Provide one stretcher bar for each gate and end post, and two for each corner and pull post, except where fabric is integrally woven into the post.
- K. Stretcher Bar Bands: Stretcher bar band shall be steel, wrought iron, or malleable iron, spaced not over 15-inches on center, to secure stretcher bars to end, corner, pull, and gate posts.

2.03 Miscellaneous Materials and Accessories

- A. Wire Ties: For tying fabric to line posts, use 9 gauge wire ties spaced 12-inches o.c. For tying fabric to rails and braces, use 9 gauge wire ties spaced 24-inches o.c. For tying fabric to tension wire, use 11 gauge hog rings spaced 24-inches o.c. Finish ties to match fabric finish.
- B. Concrete: Provide concrete consisting of Portland cement complying with ASTM C 150 and Section 03315, aggregates complying with ASTM C 33, and clean water. Mix materials to obtain concrete with a minimum 28-day compressive strength of 2500 psi, using at least four sacks of cement per cubic yard, 1-inch maximum size aggregate, maximum 3-inch slump,

and two percent to four percent entrained air.

PART 3 C EXECUTION

3.01 Installation

- A. Fence installation shall not be started before the final grading is completed, with finish elevations established, unless otherwise permitted.
- B. Excavation: Drill holes of diameters and spacings shown, for post footings in firm, undisturbed or compacted soil.
 - 1. If not shown on the Drawings, excavate holes to the minimum diameters as recommended by fence manufacturer.
 - 2. Post holes shall be in true alignment and of sufficient size to provide a permanent foundation of concrete. Concrete shall be poured against undisturbed earth sides and bottom. All holes shall be 36-inches deep (minimum) with posts and corner posts placed in the concrete to a depth of 30-inches minimum, and the gate posts shall be set in the concrete to a depth of 42-inches below the surface when in firm, undisturbed soil. Holes shall be well-centered on the posts. A minimum diameter of 9-inches shall be required for all post holes.
 - 3. Remove excavated soil from the OWNER'S property.
 - 4. If solid rock is encountered near the surface, drill into rock at least 12-inches for line posts and at least 18-inches for end, pull, corner, and gate posts. Drill hole at least one-inch greater diameter than the largest dimension of the post to be placed.
 - 5. If solid rock is below solid overburden, drill to full depth required, except penetration into rock need not exceed the minimum depths specified above.
- C. Setting Posts: Remove loose and foreign materials from sides and bottoms of holes, and moisten soil prior to placing concrete.
 - 1. Center and align posts in holes three-inches above bottom of excavation.
 - 2. Place concrete around posts in a continuous pour, and vibrate or tamp for consolidation. Check each post for vertical and top alignment, and hold in position during placement and finishing operations. The top of concrete shall extend two-inches above finish grade.
 - 3. Trowel finish tops of footings, and slope or dome to direct water away from posts. Extend footings for gate posts to the underside of bottom hinge. Set keeps, stops, sleeves and other accessories into concrete as required.
 - 4. Keep exposed concrete surfaces moist for at least seven days after placement, or cure with membrane curing materials, or other acceptable curing method.
 - 5. Grout-in posts set into sleeved holes, concrete constructions, or rock excavations with non-shrink Portland cement grout, or other acceptable grouting material.
- D. Concrete Strength: Refer to Section 03315, Concrete.
- E. Top Rails: Run rail continuously through post caps or extension arms, bending to radius for curved runs. Provide expansion couplings as recommended by fencing manufacturer.
- F. Brace Assemblies: Install braces so posts are plumb when diagonal rod is under proper tension.

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- G. Tension Wire: Install tension wires by weaving through the fabric and tying to each post with not less than 9 gauge galvanized wire, or by securing the wire to the fabric.
 - H. Fabric: Leave approximately three-inches between finish grade and bottom salvage, except where bottom of fabric extends into concrete. Pull fabric taut and tie to posts, rails, and tension wires. Install fabric on security side of fence, and anchor to framework so that fabric remains in tension after pulling force is released.
 - I. Repair damaged coatings in the shop or during field erection by recoating with manufacturer's recommended repair compounds, applied per manufacturer's directions.
 - J. Stretcher Bars: Thread through or clamp to fabric four-inches o.c., and secure to posts with metal bands spaced 15-inches o.c.
 - K. Barbed Wire: Install three parallel wires on each extension arm; on security side of fence, unless otherwise indicated. Pull wire taut and fasten securely to each extension arm.
 - L. Tie Wires: Use U-shaped wire, conforming to diameter of pipe to which attached, clasp pipe and fabric firmly with ends twisted at least two full turns. Bend ends of wire to minimize hazard to persons or clothing.
 - M. Fasteners: Install nuts for tension band and hardware bolts on side of fence opposite fabric side. Peen ends of bolts or score threads to prevent removal of nuts.
 - N. Electrical Grounding: Provide grounding rods every 100 feet along the fence. Requirements for grounding are specified in Section 16170.

*** * END OF SECTION * ***

SECTION 13010

SPLASH PAD

1.0 GENERAL SCOPE

A. Section Includes:

1. Under this item, the Contractor shall furnish all labor, materials, equipment and perform all operations necessary for the completion of the work as shown on the drawings. This includes, but is not limited to all excavation, concrete footings, required backfill, hardware, fittings, nozzles, piping, wiring, and accessories, including the aquatic play pad controller, water management systems, and finishes as required, in accordance with the drawings, specifications and directions of the Owner's Representative;

B. Related Sections:

1. Section 02000 Excavation & Backfill
2. Section 03315 Concrete
3. Division 13 Splash Pad
4. Division 16 Electrical
5. Division 33 Site Utilities

1.1 SYSTEM DESCRIPTION

A. Design Requirements:

1. The installation shall be as indicated on the drawings, and in accordance with the manufacturer's recommendation as reviewed and approved by the owner. The installation shall be accomplished by skilled work personnel (amend this with each proposal to include a Waterplay Preferred Installer if applicable in your territory).

1.2 SUBMITTALS

A. Product Submittals:

1. Contractor shall submit 6 copies for approval before beginning work.
2. Submit manufacturer's product data for aquatic play features and system components including vault, activator(s), water treatment system including UV sterilization if applicable, pipes, fittings and valves.
3. Submit drawings to indicate layout of aquatic play area components and location of anchors and footings. Clearly indicate, to scale the spatial relationship of each piece of equipment to each other and to other existing or proposed features including adjacent

surfaces or vegetation. Indicate to a scale the limits of spray zones and non-encroachment areas to clearly demonstrate conformance with specified standards.

4. Submit shop drawings of the aquatic play features including spray nozzles and colors, for approval.

B. Closeout Submittals:

1. Comply with requirements in Section (insert#), Contract Closeout.
2. All aquatic play features are to carry a minimum warranty of two (2) year on all workmanship and materials. Submit warranty to Owner.
3. Provide maintenance and winterizing data.

1.3 SUBSTITUTIONS

A. If proposing a substitute equipment manufacturer. Contractor must provide the following:

1. A chart detailing any and all interactivity, control, data logging and access, data reporting, aesthetic, flow, size, material, performance or any other product characteristics that do not match the specified play features, mechanical equipment, or any other aspect of the splash pad identified in the plans or specifications.
2. A written description of the splash pad operational sequence.
3. Detailed color product cut sheets for all aquatic play features, water management systems, controllers including detailed descriptions and screen shots of the on-line access and reporting systems software.
4. Letter from manufacturer stating that the proposed spray features, controls and park operational and maintenance programs are a part of the manufacturer's standard product catalog and have been manufactured and installed on at least three (3) other similar projects. If any of the items being proposed are custom features, the manufacturer should then provide references from at least two previous clients who have purchased customized features from them.
5. Product installation details.
6. Spray radius layout including correct overspray zones as indicated on the provided plans.
7. Plumbing and electrical diagrams
8. Water flow and pressure calculations for all features, pipes, fittings, connections, valves and related plumbing stamped by a registered engineer in the state of Mississippi, confirming that the proposed design meets the flow requirements and maximum velocities and/or the current building codes.
9. Signed letter from the proposed equipment manufacturer stating that they will pay for all costs (engineering, redesign, construction drawings) that may arise due to any variation from the specified manufacturers plans and total system design.
10. All proposed substitutions must be approved by the local Health Authority prior to submission (when applicable). Plans not approved prior to submission will be rejected.

1.4 QUALITY ASSURANCE

- A.** It shall be the obligation of the Contractor to ensure that all criteria are satisfied, and the burden of proof of conformance shall rest with the contractor. The Engineer shall require complete calculation, past performance records, and if required, inspection trips of similar facilities to substantiate conformance with these criteria. The Engineer shall be the sole judge of conformance and the Contractor is cautioned that he will be required to Bid and provide a

finished product meeting all stated criteria. It is recommended that the contractor or project manager follow an inspection and approval process, as provided by manufacturer.

B. Manufacturer's Qualifications:

1. Manufacturer shall have a minimum 5 years' experience in the manufacture of aquatic play features and components. The person(s) responsible for installation shall have supervised/installed a minimum of three (3) installations in the southeastern United States.
2. Manufacturer shall provide independent and accredited certification that it applies an environmental management system which meets the requirements of ISO 14001:2004 in its design, manufacturing, sales, marketing and servicing of recreational aquatic products and accessories.
3. Manufacturer shall provide independent and accredited certification that it applies a quality management system which meets the requirements of ISO 9001:2008 in its design, manufacturing, sales, marketing and servicing of recreational aquatic products and accessories.
4. The person(s) responsible for installation shall be on-site performing such service.
5. Licensed plumbers and electricians shall be used as required by local codes.
6. General contractor shall have experience managing the installation of at least three (3) previous splash pads.

C. Storage and Protection:

1. Protect pre-finished metal from abrasion and corrosion during storage and assembly.
2. DO NOT remove packaging from components prior to pouring final slab.

D. Product Delivery:

1. Deliver materials to job site in an undamaged condition.
2. Inspect all items for abraded surfaces and other unacceptable deliver conditions. Return damaged or non-conforming items to manufacturer for replacement.

1.5 SITE CONDITIONS

A. Temperature and Weather Requirements:

B. Substrate Requirements:

1. Do not place concrete on muddy or frozen substrate.
2. Remove mud, dirt, and ice from formwork surfaces.

C. Existing Conditions:

1. Locate underground utility systems and other below grade site improvements in area of surface and footing excavations.

PART 2 PRODUCTS

2.0 MANUFACTURER

A. Aquatic play features, slide activity towers and water management systems shall be **Waterplay®** named designs and model numbers, as manufactured by **Waterplay Solutions Corp.** or approved equal.

Dealer – Great Southern Recreation, Jonas Bailey, 256-810-8881, jonas@greatsouthernrec.com

B. All equipment shall be installed in accordance with the installation specifications. The contractor shall use due care when installing the features. Protective wrapping shall be left

-
- intact throughout the installation and be removed only upon completion. Structures shall be installed in accurate locations, square, centered, plumbed, and at the required elevation relative to final grade on footings as per the layout.
- C. All phases of the installation shall be inspected by the owner, or an authorized representative of the owner, up to and including the final inspection as laid out in the Waterplay Project Inspection Checklist.

2.1 PRODUCTION CONSTRUCTION:

- A. Above ground aquatic play features shall be constructed of Stainless Steel Type A304 or A304L, schedule 40 or 10. Stainless steel base plate materials will be 2B finish at 3/8" thick. Each spray fixture shall have a 1 1/2" NPT coupling water inlet.
- B. In-ground aquatic play features shall be 2 1/2" schedule 40 or 6" schedule 40, type A304 stainless steel canisters with a machined nozzle seat. Each fixture will have a 1" NPT coupler water inlet. Each fixture shall have mounting holes to accommodate stainless steel L-type anchor bolts to be set in a concrete footing.
- C. Aquatic play features are to meet ADA compliance for handicap accessibility and meet or exceed current ASTM playground safety standards.
- D. Aquatic play features will be supplied with all necessary anchoring hardware and installation templates to accommodate site work.
- E. Aquatic play features anchoring system shall provide the ability to add, remove and interchange products without having to change infrastructure and footings. The component shall be fastened directly to the base flange with an EPDM gasket to provide a water tight seal between the component flange and the base flange. The base must be flush-to-grade with no visible hardware or dome cover. The base must have the ability to attach a grounding lug.
- F. All aquatic play features shall have fittings that allow for winter close off.
- G. All aquatic play features of below grade design shall address winterization.
- H. Fiberglass & Styrofoam features are not allowed as substitution for Stainless steel or GFRC features

2.2 NOZZLES

- A. Aquatic play feature nozzles shall be constructed of acetal copolymer or urethane. Nozzles shall be non-corrosive, impervious to galling, precision machined. Brass and Nylon are not acceptable. A mechanical workbook must be supplied to show individual flow rates for each feature including maximum and average flow for each pre-programmed sequence step.
- B. Nozzles shall be secured using stainless steel fasteners.

2.3 COATINGS

- A. Fixtures shall receive a pre-treatment stainless steel epoxy primer followed by a coat of weather-resistant super durable TGIC free polyester powder, baked application. Standard powder coatings are not acceptable. Brushed stainless finish is the exception.
- B. Powder coatings shall be weather resistant and have ultraviolet inhibitors. Coatings shall have a high gloss finish, have ultraviolet inhibitors, withstand 1/10th no removal @160 in/lb, exceed all specifications of organic coatings, and a film thickness of between 2.5 to 3.0 mils (determined by color and finish). Where theme graphics are applied, a base clear coat system

will be applied. Supply aerosol primer and touch up paint, color code as specified for aquatic play features.

- C. Equipment must be packaged in a three-step packaging process as follows:
 - 1. The first layer is open cell 1/8" foam wrapping.
 - 2. The second layer is a corrugated cardboard.
 - 3. The final layer is a waterproof polyethylene tarp wrap.
- D. Product must be shipped in dedicated nose load shipments secured with strapping.

2.4 ELECTRICAL

- A. All electronic operating systems shall be manufactured by Waterplay Solutions Corp., British Columbia Canada, or approved equal.
- B. All electrical control panels shall be UL/CUL approved specifically for aquatic play area operations and must bear certification logos.
- C. All wiring to be specified by the manufacturer of the aquatic play features.
- D. The actuating device shall be encapsulated within a 304 stainless steel casing and be UV, moisture, graffiti, and impact resistant.
- E. All control system materials are to be of industrial grade quality and controller enclosures shall be rated @ NEMA 4.
- F. All components shall be grounded using bare #6 AWG wire and an approved ground lug.. Consult local electrical inspector for local codes and final inspection.
- G. Electrical connection shall be 1" National Pipe Thread (NPT) coupler to be located near the bottom of the component.
- H. Power supply to the control panel shall be 120V AC, with a 15amp GFCI dedicated breaker
- I. All wire connections must be watertight.
- J. Solenoid valves must be PVC, and of type having 24V AC, 0.250 mA max. holding current coil rating with flow control (Rainbird PGA series or equal). Valve wire shall be #18 AWG type R90, one per valve, plus one common back to the controller location.

2.5 WATER DISTRIBUTION AND MANAGEMENT SYSTEM

- A. Main line pipe and fittings to be schedule 40 PVC or greater. The distribution laterals and fittings are to be schedule 40 PVC or greater. Ensure that a proper slope is consistently applied to all piping to ensure positive gravity-assisted drainage of the entire system. Ensure all fittings

are secured to close openings (off season) to protect from water entry of water back into the piping system. (See nozzles section).

- B. Solenoid valves must be PVC, and of type having 24V AC, 0.250 mA max. holding current coil rating with flow control (Rainbird PGA series or equal). Valve wire shall be #18 AWG type R90, one per valve, plus one common back to the controller location.

2.6 ACCESSORIES

- A. All hardware, fittings and fastenings shall be as indicated on the shop drawings and may be required to complete the installation. Anchor fasteners to be stainless steel.
- B. Lag bolts shall be stainless steel with flat type vandal-proof head in size indicated on plans. Anchors shall be stainless steel in size required. (tamper proof hardware shall be stainless steel, complete with owner supplied hardware security tools).

2.7 FEATURE SPECIFICATIONS (or approved equal)

0010-0769 FS COSMIC CANNON Qty: 2

The Cosmic Cannon column and head assembly shall be constructed of schedule 10 stainless steel structural tubing. A revolving hub with no pinch points shall be mounted in the feature column and connected to the head assembly allowing for 120° rotation. The head assembly shall consist of stainless-steel tubes joined resulting in a flared pipe with urethane nozzle cap on one end and a curved handle on the other end. The overall height of the structure shall be no less than 37 inches (939mm) above final grade. The overall width of the structure shall be no less than 18 inches (457mm) The hydraulic requirements shall be 7 gpm @ 5 psi (27 lpm @ 35 kpa).

Nozzles: One (1)

Water flows through one (1) urethane nozzle with eight (8) holes in an outward geyser. The rotational hub allows for 120° rotational spray.

The stainless steel playPHASE anchoring system shall provide the ability to add, remove and interchange products without having to change infrastructure as long as the sufficient sized footing is installed for the new feature. The component shall be fastened directly to the playPHASE base flange with an EPDM gasket to provide a watertight seal between the component flange and the playPHASE flange. The playPHASE base is flush-to-grade with no exposed bolts or dome covers.

0010-0507 PLAYPHASE Qty: 3

The Playphase base shall be constructed of cast stainless steel of minimum 0.25" (6mm) thickness. The legs shall be constructed of bent 3/8" (10mm) stainless steel plate. A 1.5 inch (38mm) stainless steel pipe measuring no less than 4 inches (101mm) with a 90° elbow shall be welded in the center of the playPHASE base flange for water intake. Four (4) angled legs shall be secured to the playPHASE base flange with eight (8) stainless steel bolts and four (4) 9-inch (228mm) anchor bolts shall be secured to the bottom of the playPHASE leg. A EPDM gasket and 7.5 inch (190mm) urethane cover shall be included for winterization.

The stainless steel Playphase anchoring system shall provide the ability to add, remove and interchange products without having to change infrastructure as long as the sufficient sized footing is installed for the new feature. The component shall be fastened directly to the playPHASE base flange with an EPDM gasket to provide a watertight seal between the component flange and the playPHASE flange. The playPHASE base is flush-to-grade with no exposed bolts or dome covers.

C02-311 GS FOUNTAIN MOUNTAIN Qty: 1

Shall be constructed of schedule 40 stainless steel structural tubing with an outside diameter of 2.875 inches (73mm) with a wall thickness of 0.203 (5mm). The canister shall be a total height of 11.38 inches (289.05mm) tall with a .25-inch (6.35mm) thick X 5.5-inch diameter (139.7mm) base plate. The canister shall be secured into place by securing three (3) 3/8-inch x 11 inches (9.52 mm x 279mm) L bolts (SS) through three (3) anchor holes on the side of the canister. The Acetal spray nozzle and winter cap shall be seated into the canister with an O-ring and secured using a tamper resistant security bolt. The spray nozzle shall consist of 8 large inner orifices, 6 medium middle orifices and 6 small outer orifices angled at 90°, 82.5° and 75° respectively. The three spray rings shoot water up at varying heights. Tamper resistant winter caps are included.

Flush to grade mount with an overall height of ø60 inches (1524mm)

The hydraulic requirements shall be 11 gpm @ 3.5 psi (42 lpm @ 25 kpa).

C02-343 GS TOWER SPRAY Qty: 4

Shall be constructed of schedule 40 stainless steel structural tubing with an outside diameter of 2.875 inches (73mm) with a wall thickness of 0.203 (5mm). The canister shall be a total height of 11.38 inches (289.05mm) tall with a .25-inch (6.35mm) thick X 5.5-inch diameter (139.7mm) base plate. The canister shall be secured into place by securing three (3) 3/8-inch x 11 inches (9.52 mm x 279mm) L bolts (SS) through three (3) anchor holes on the side of the canister. The Acetal spray nozzle and winter cap shall be seated into the canister with an O-ring and secured using a tamper resistant security bolt. The spray nozzle shall consist of 21 small orifices angled at 80° that form a triangular spray pattern. Tamper resistant winter caps are included.

Flush to grade mount with an overall height of ø60 inches (1524mm)

The hydraulic requirements shall be 9 gpm @ 6 psi (34 lpm @ 41 kpa).

C02-339 GS STARLET SPRAY

Qty: 1

Shall be constructed of schedule 40 stainless steel structural tubing with an outside diameter of 2.875 inches (73mm) with a wall thickness of 0.203 (5mm). The canister shall be a total height of 11.38 inches (289.05mm) tall with a .25-inch (6.35mm) thick X 5.5-inch diameter (139.7mm) base plate. The canister shall be secured into place by securing three (3) 3/8-inch x 11 inches (9.52 mm x 279mm) L bolts (SS) through three (3) anchor holes on the side of the canister. The Acetal spray nozzle and winter cap shall be seated into the canister with an O-ring and secured using a tamper resistant security bolt. The spray nozzle shall consist of

21 small orifices angled at 80° that form a triangular spray pattern. Tamper resistant winter caps are included

Flush to grade mount with an overall height of ø60 inches

The hydraulic requirements shall be 5 gpm @ 4 psi

0010-1854 ACTIVATOR POWER POST Qty: 1

The Power Post Activator column shall be constructed of schedule 10 stainless steel structural tubing measuring 42.55 inches (1081mm) tall. There shall be 1 10 inch (254mm) acrylic mounting panel on top of the column anchored at 45° with 1 push button activator in the center. Tamper resistant fasteners shall be used to hold all components together. A low-voltage 2-wire connection is required between the Power Post activator switch and the controller.

The overall height of the structure shall be no less than 42.55 inches (1081mm) above final grade. The overall width of the structure shall be no less than 8.79 inches (223mm)

The stainless steel playPHASE anchoring system shall provide the ability to add, remove and interchange products without having to change infrastructure as long as the sufficient sized footing is installed for the new feature. The component shall be fastened directly to the playPHASE base flange with an EPDM gasket to provide a watertight seal between the component flange and the playPHASE flange. The playPHASE base is flush-to-grade with no exposed bolts or dome covers.

0010-2248 CONTROLLER Qty: 1

The NEMA 4 electrical controller cabinet shall be constructed of 16-gauge steel with a wall thickness of 0.0598" (1.5mm). The cabinet shall have a HMI touch screen with custom spray park menus and field programmable options including component run times, operating days, hours of daily operation, activation sequence and test mode. The controller shall have an industrial grade programmable logic controller and be factory programmed to recommended settings but be field configurable for easy changes. The power supply shall be 120 VAC with a 15 AMP dedicated GFI breaker. It shall receive a maximum of 4 sensors and control up to 12 valves. Optional expansion packs are available to increase valve capacity to 36 valves. Additional options available include Water Treatment System Control, Interactive Sounds, Pop-It Valves, Booster Pump Control, Diverter Valve Control, Extra Sensor inputs and 240 VAC Power Supply.

The overall length and width of the cabinet shall be no less than 16 x 10 inches (406mm x 254mm) with a height of no less than 24 inches (609mm).

DRA-00007 Drain, 12", 6" Outlet, Grey Qty: 2

The box shall be constructed of polyolefin plastic with UV inhibitor. The box is designed to withstand a load of light vehicular traffic. The dimensions of the box shall be 12.375 X 12.375 X 12.9375 inches deep (314 X 314 X 329mm). There shall be a 6-inch (152mm) drain outlet, 6 inch (152mm) outlet plug, and 3 knockouts allowing on-site customization to

suit multiple piping configurations. The 12-inch X 12inch (305 X 305mm) removable grate shall have openings of .375 inches (10mm) with two screws securing the grate into the catch basin. The inlet capacity shall be 66.5 gpm (250 lpm). The grate must sit flush with final grade.

The overall dimensions of the drain shall be no less than 12 x 12 inches (305 x 305mm).

PART 3 EXECUTION

3.1 ACCEPTABLE INSTALLERS

A. Acceptable Installers:

1. Firm with minimum of 10 aquatic play pad installations and identified as a Preferred Installer by the manufacturer.
2. Pre-approved general contractor as identified by the owner
3. The installation shall be accomplished by skilled work personnel. The installation of all water pipe and fittings, and the installation of all electrical wiring and conduit, shall be under the direct full-time supervision of a licensed corresponding trade, as approved by the owner.

3.2 PERFORMANCE

A. Verification of Conditions:

1. Examine all fixtures and components and verify that equipment is undamaged and ready for field assembly.
2. Return damaged and non-conforming products to the manufacturer.
3. Identify location of underground utility lines on surface.

B. Protection:

1. Protect adjacent facilities, plants, trees, ground covers, grass, paved surfaces, and other site improvements from damage during assembly and installation.

C. Layout and Excavation:

1. Lay out aquatic play features, components and supply and drain lines within pool areas.
2. Excavation for Foundation: All excavation shall be cut accurately to required lines and dimensions for work on drawings, and shall be large enough to provide adequate clearance for the proper execution of the work within them.

D. Concrete Placement and Cast in Place Footings:

1. Obtain approval from Owner's Representative prior to pouring concrete.
2. Inspection: When the excavation has been carried to the required depth as shown on the drawings, the Contractor shall do no more work until after the inspection by the Engineer, who shall order the foundation work to proceed, or further excavation as the conditions

indicate, and no other work shall be done until the excavation has been approved by the Engineer.

E. Installation

1. Aquatic play features shall be installed in accordance with the manufacturer's specification, and approved by the owner. The contractor shall use extreme care when installing aquatic play features. All wrappings are to be left intact through installation and then to be removed upon completion.
2. Entire assemblies shall be installed in accurate location, square and plumb, and in required location to surrounding finished grade, on footings, as shown on the plans. Prior to park commissioning all features must be flushed with potable water and the water balanced should a water treatment system be part of the project
3. An owner/operator training meeting must be conducted and documented prior to handoff of the project.

3.3 COMPLETION

Testing: All aquatic play feature lead lines shall be water pressure tested as directed by local codes and the manufacturer's recommendations before backfilling and pouring of concrete slabs. The contractor is to ensure all water supply lines are free of debris, and flushed of any foreign material, prior to the hook-up of any aquatic play features, and the contractor shall have inspected the entire system (including all electronic systems) in the presence of the Owners Representative. The contractor is to ensure all nozzles are adjusted and secured to the owner's satisfaction. The contractor is to test all drainage systems of the aquatic play features. Refer to the Installation manual for a full description of related tasks prior to completion.

END OF SECTION

SECTION 13020

GLASS FIBER REINFORCED PLAY EQUIPMENT

PART 1 - GENERAL

1.01 WORK INCLUDED

Design, engineer, fabricate, and install outdoor, thematic Glass Fiber Reinforced concrete playground equipment and attach to a structural foundation, in accordance with the drawings and all requirements specified herein and as required to complete the work. The climbing playground sculpture is intended to be a creative play feature for public playgrounds.

1.02 RELATED SECTIONS AND DOCUMENTS

- A. Drawings and general provisions of the Construction Contract.
- B. ASTM C 150 – Standard Specifications for Portland Cement; 1999a.
- C. ASTM E 84 – Standard Test Method for Surface Burning Characteristics of Building Materials; 1999.
- D. ASTM F1487-17 – Standard Consumer Safety Performance Specification for Playground Equipment for Public Use
- E. Consumer Product Safety Council (CPSC) Handbook for Public Playground Safety

1.03 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: Not less than ten years' experience in the manufacture of custom sculptures for use in Public Playgrounds of the type proposed for the Work. Minimum of 10 references.
- B. Installer's Qualifications: Not less than five years' experience in the assembly and installation of playground equipment of the type proposed for the work or be supervised in the field by a representative of the manufacturer. Not less than 10 years of experience in route setting at specified difficulties for sculptural concrete climbing apparatus. Installation personnel to be supervised by a Certified Playground Safety Inspector as per the Consumer Product Safety Council (CPSC) Handbook for Public Playground Safety.
- C. Drawings: complete shop drawings, including installation details, dimensions, interface or attachment to adjacent work, fastening and anchoring methods of all system components, detail and location of joints, and notation or identification of finishes for work specified herein.
- D. SAMPLES: Submit one sample: Minimum 6" X 6" sample of playground climbing sculpture / wall system.
- E. The Contractor shall notify Owner's Representative of any discrepancies of site dimensions, obstructions, etc. that are not shown on the drawings and that might not have been known during preparation of drawings. If such notification is not made, Contractor shall assume all expenses and responsibility for any revisions necessary. Work called for

on the drawings by notes or on details shall be furnished and installed whether or not specifically mentioned in the specifications.

1.04 SUBMITTALS

- A. Drawings: Complete design drawings illustrating concept and structural design. 3-dimensional perspective drawings, complete shop drawings, including installation details, dimensions, interface or attachment to adjacent work, fastening and anchoring methods of all system components, detail and location of joints, and notation or identification of finishes for work specified herein.
- B. Quality Control Submittals: Any deviations from the proposed climbing sculpture design must be approved by the Landscape Architect prior to construction. Submit drawings of design deviations before commencing any work.

1.06 GUARANTEE

- A. Guarantee: During the period of ten full years after the final payment of work, make all necessary repairs or replacements due to defective workmanship or materials within thirty (30) calendar days of receipt of notice of malfunction by the Owner.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Acceptable Manufacturer: ID Sculpture; 591 South Boulevard, Gunnison, CO, 81230. 970 641 1747, Dealer – Great Southern Recreation, Jonas Bailey, 256-810-8881, jonas@greatsouthernrec.com
- B. Substitutions: Not permitted.

2.02 Play Equipment

- A. Manufacturer: ID Sculpture
 - a. “Music Note Bench” - GFRC Sculpture
 - i. Model #: SF017
- B. Manufacturer: ID Sculpture
 - a. “Saxophone Climber” - GFRC Sculpture
 - i. Model #: SC169
 - ii. Water feature components furnished by others and preinstalled by MFG. Supply, connection and drainage are provided by others.

2.03 MATERIALS AND METHODS

-
- A. GFRC Acrylic Concrete Shell: Two-layer cementitious shell completely encapsulating the structural foam, acrylic bolstered GFRC designed for increased flexural, adhesive and tensile properties and high strength Portland cement-based finish plaster. The total thickness of both layers varies from 5/8" to 2" dependent upon the need for more material in specific locations to achieve realistic texture and contour. Waterproof shell with a minimum strength of 7000 psi. Color to be achieved through playground safe, siliconized acrylic, hand-applied concrete stain in conjunction with integral concrete pigments.
 - B. Structural Foam Armature: Structural foam blocks formed with computer numerical control tooling into specific shapes that form the underlying structure of the approved design. Foam used to conform to industry standards for 1 lb EPS. Class A rated fire retardant is molded integrally into the foam.
 - C. Surface texture: Hand finished to design specification.
 - D. Prosoco BlockGuard S sealant and graffiti anti-fouling coating
 - E. Accurate method of emulating geologic textures and composition.

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 13030

CANTILEVERED SHADE STRUCTURE

PART 1 GENERAL

FABRIC SPECIFICATIONS

- Shade fabric is made of UV stabilized cloth manufactured by ALNET or approved equal.
- The high density polyethylene material shall be manufactured with tensioned fabric structures in mind.
- The fabric knit is to be made using monofilament and tape filler which has a weight of 9.38 to 10.32 oz. sq. yd. Material to be Rachel-knitted to ensure material will not unravel if cut.
- Burst strength of 828 lbf (ASTM 3786).
- Cloth meets fire resistance tests as follows:
 - Alnet Extra Block: California State Fire Marshall Reg. #F-93501
 - Others: NFPA 701-99 (Test Method 2) and ASTM E-84

FABRIC PROPERTIES

<u>STRETCH</u>	<u>STENTORED</u>
Tear Tests (lbs/ft)	WARP 44.8 WEFT 44
Burst Tests (lbs ft)	828
Fabric Weight (oz/sqFT)	avg 1.02 to 1.07
Fabric Width	9'-10"
Roll Length	150'
Roll Size	63" x 16.5"
Weight	120 lbs.
Life Expectancy	10 years
Fading	Minimum fading after 6 years, 3 years for red and yellow
Temperature	-77 degrees
Maximum Temperature	+167 degrees

Shade protection and UV screen protection factors are as follows:

SHADE PROTECTION AND UV BLOCK OUT

Color	Shade Cover	UVR Block Out
True Blue	93%	89%
Beige	97%	87%
Forest Green	96%	94%
Sun Blaze	94%	91%
Silver	95%	93%
Black	98%	97%
River Gum Green	95%	92%
Sky Blue	95%	94%
Navy Blue	96%	95%
Turquoise	94%	94%
Yellow	76%	94%
Cream	74%	92%

THREAD

- Shall be 100% expanded PTFE fiber which carries a 10 year warranty that is high strength and low shrinkage.
- Shall have a wide temperature and humidity range.
- Abrasion resistant and UV radiation immunity.
- Shall be unaffected by non-hydrocarbon based cleaning agents, acid rain, mildew, chlorine, saltwater, and pollution.
- Lockstitch thread – 1200 Denier or equal.
- Chain stitch thread – 2400 Denier or equal.

STEEL TUBING

- All fabricated steel must be in accordance with approved shop drawings and calculations.
- All steel is cleaned, degreased or etched to ensure proper adhesion of Superdurable powder coat in accordance with manufacturer's specifications.
- All Steel used on this project needs to be new and accompanied by the mill certificates if requested. Structural steel tubing up to 5"-7 gauge shall be galvanized per Allied Steel FLO-COAT specifications. Schedule 40 black pipe fabrications shall be sand-blasted and primed as described below.
- All non-hollow structural shapes comply with ASTM A-36, unless otherwise noted.
- All hollow structural steel shapes shall be cold formed HSS ASTM A-53 grade C, unless otherwise noted.
- Plate products shall comply with ASTM A-36.

SUPERDURABLE POWDER COATING & PRIMING

- All non-galvanized steel shall be sand-blasted and primed prior to Superdurable powder coating using reclaimable blast media in a mixture of GL50 & GL80 Steel Grit.
- All non-galvanized steel must be coated with rust inhibiting primer prior to applying the Superdurable powder coat. Primer shall be Marine Grade Cardinal Industrial Finishes Corp. E396-GR1372 epoxy Superdurable powder coating semi-gloss smooth zinc rich primer.
- Welds shall be primed with rust inhibiting primer prior to applying the Superdurable powder coat. Primer shall be Marine Grade Cardinal Industrial Finishes Corp E396-GR1372 epoxy Superdurable powder coating semi-gloss smooth zinc rich primer.
- All steel parts shall be coated for rust protection and finished with a minimum 3.5 mil thick UV-inhibited weather resistant Superdurable powder coating.
- Powder used in the Superdurable powder coat process shall have the following characteristics:

CHARACTERISTICS

N.3.1	Specific Gravity	1.68+/-0.05
N.3.2	Theoretical Coverage	114+/- 4 ft ² /lb/mil
N.3.3	Mass Loss During Cure	<1%
N.3.4	Maximum Storage Temperature	75° F

- Superdurable powder coating shall meet the following tests:

TESTS

ASTM	Gloss at 60 Degree	85-95
HOI TM 10.219	PCI Powder Smoothness	7
ASTM D2454-91	Over-Bake Resistance Time	200%
ASTM D3363-92A	Pencil Hardness	H-2H
ASTM D2794-93	Dir/Rev Impact, Gardner	140/140 in/lbs
ASTM D3359-95B	Adhesion, Cross Hatch	5B Pass
ASTM D522-93A	Flexibility Mandrel	¼" dia. No fracture
ASTM B117-95	Salt Spray	1,000 hours
UL DtoV2	Organic Coating Steel Enclosures, Elect Eq.	Recognized

- Application criteria:

APPLICATION CRITERIA

N.5.1	Electrostatic Spray Cold	Substrate:0.032 in. CRS
N.5.2	Cure Schedule	10 minutes at 400° F
N.5.3	Pretreatment	Bonderite 1000
N.5.4	Film Thickness	3.5 Mils

WELDING

- All shop welds shall be executed in accordance with the latest edition of the American Welding Society Specifications.
- Welding procedures shall comply in accordance with the AWS D1.1-AWS Structural Welding Code-Steel.
- All welds to be performed by a certified welder. All welds shall be continuous where length is not given, unless otherwise shown or noted on drawings.
- All welds shall develop the full strength of the weaker member. All welds shall be made using E70xx.035 wire.
- Shop connections shall be welded unless noted otherwise. Field connections shall be indicated on the drawings. Field welded connections are not acceptable.
- All fillet welds shall be a minimum of ¼" unless otherwise noted.
- All steel shall be welded shut at terminations to prevent internal leakage.
- Internal weld sleeving is not acceptable.
- On-site welding of any component is not acceptable.

SEWING

- On-site sewing of a fabric will not be accepted.
- All corners shall be reinforced with extra non-tear cloth and strap to distribute the load.
- The perimeters that contain the cables shall be double lock stitched.

INSTALLATION HARDWARE

- Bolt and fastening hardware shall be determined based on calculated engineering loads.
- All bolts shall comply with SAE-J429 (Grade 8) or ASTM A325 (Grade BD). All nuts shall comply with ASTM F-594, alloy Group 1 or 2.
- Upon request, Stainless Steel hardware shall comply with ASTM A-304.
- 1/4" galvanized wire rope shall be 7x19 strand with a breaking strength of 7,000 lbs. for shades generally under 575 sq. ft. unless requested larger by the customer. For shades over 575 sq. ft., cable shall

be 5/16" with a breaking strength of 9,800 lbs. Upon request, 1/4" Stainless Steel wire rope shall be 7x19 strand with a breaking strength of 6,400 lbs. 5/16" Stainless Steel wire rope shall be 7/19 strand with a breaking strength of 9,000 lbs.

- All fittings required for proper securing of the cable are hot dipped galvanized.

CONCRETE

- Concrete work shall be executed in accordance with the latest edition of American Concrete Building Code ACI 318 unless specified by the governing municipality.
- Concrete specifications shall comply in accordance with, and detailed as per plans as follows:
 1. 28 Days Strength $F'_c = 2500$ psi
 2. Aggregate: HR
 3. Slump: 3-5
 4. Portland Cement shall conform to C-150
 5. Aggregate shall conform to ASTM C-33
- All reinforcement shall conform to ASTM A-615 grade 60.
- Reinforcing steel shall be detailed, fabricated and placed in accordance with the latest ACI Detailing Manual and manual of Standard Practice.
- Whenever daily ambient temperatures are below 80° Fahrenheit, the contractor may have mix accelerators and hot water added at the batch plant (see table).
- The contractor shall not pour any concrete when daily ambient temperature is below 55° Fahrenheit.

TEMPERATE

Temperature Range	% Accelerator	Type Accelerator
75-80°	1%	High Early (non calcium)
70-75°	2%	High Early (non calcium)
Below 70°	3%	High Early (non calcium)

FOOTINGS

- All anchor bolts set in new concrete shall be ASTM A-307, or ASTM F-1554 if specified by engineer.
- All anchor bolts shall be zinc plated unless specified otherwise.
- Footing shall be placed in accordance with and conform to engineered specifications and drawings.

WARRANTY

The warranty set forth shall be the purchaser's sole and exclusive warranty. All warranties below are effective from the date of delivery by Superior Shade, its subsidiaries, or agents. Superior Shade reserves the right to repair or replace any item covered by this warranty.

- This warranty will be void if the structures are not paid for in full. The warranty is void if the structures are not installed in strict compliance with the manufacturer specifications.
- Purchaser shall notify Superior Shade or its agent in writing detailing any defect for which a warranty claim is being made.
- Superior Shade shall not in any event be liable for indirect, special, consequential or liquidated damages.
- Superior Shade specifically denies the implied warranties of fitness for a particular purpose and merchantability.
- The warranty is void if any changes, modifications, additions or attachments are made to the structures or fabric without the written consent of the manufacturer.
- No signs, objects, ornaments, fans, lights, fixtures or decorations may be hung from the top part of the structure, unless specifically designed and engineered by the manufacturer. These items may interfere with the fabric causing the warranty to be voided.

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- 1 year limited warranty on all moving parts and any item not specifically listed above.

THREAD

Thread shall be 100% expanded PTFE fiber that is high strength and low shrinkage, which carries a 10-year warranty. This warrants that the sewing thread will be free from defects in material and workmanship and will not be damaged by exposure to sunlight, weather and water. All other warranties disclaimed.

FABRIC

Superior Shade fabrics carry a ten-year limited manufacturer's warranty from the date of delivery against failure from significant fading*, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, Superior Shade will manufacture and ship a new fabric at no charge for the first six years, thereafter pro-rated at 18% per annum over the last four years.

**The colors Red and Yellow are warranted against significant fading for only two years.*

If the corners of the fabric are equipped with both holes in the fabric corner PLUS reinforcing straps, BOTH the strap and fabric hole must be placed over each corner hook or the fabric warranty is void.

Fabric curtains, valences or flat vertical panels are not covered under the warranty.

Fabric is not warranted where it is installed on a structure that is not engineered and built by Superior Shade or its agents.

This warranty shall be void if damage to or failure to the shade structure is caused by contact with chemicals, chlorine, bleaching agents, hydrocarbons or hydrocarbon containing solvents, misuse, vandalism or any act of God, including but not limited to wind in excess of the wind limitations set forth below.

All fabric tops are warranted for sustained winds up to 76mph (hurricane force 1) and for gusts of up to 3 seconds duration up to 90mph. Removal of the shade fabric is required if damaging winds are called for. Damage due to snow and/or ice accumulation is not covered by this warranty. Canopies should be removed during the "off season".

These structures have been designed to eliminate any friction between the rafters and the fabric. The warranty will, therefore, be voided if any modification (temporary or permanent) is made to the rafter, cross pieces or ridge beams, or if the fastening

Superior Shade reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color. The company does not warrant that any particular color will be available for any period of time and reserves the right to discontinue any color for any reason it may determine, without recourse by the owner of the discontinued fabric color.

STEEL STRUCTURE

The structural steel frames are covered for a period of twenty years against failure due to rust-through corrosion under normal environmental conditions. Workmanship is warranted for a period of five years.

Structures are warranted for winds up to 90 mph only if shade canopies have been removed as per requirement set forth above in the fabric paragraph. Removal and re-installation must be performed by a qualified person or authorized dealer following the instructions in APPENDIX A below.

This steel warranty shall be void if damage to the steel frame is caused by the installer or from physical damage, damage by salt spray or sprinkler systems, contact with chemicals, chlorine, pollution, misuse, vandalism, or any act of God.

SUPERDURABLE POWDER COAT FINISH

The limited warranty for powder coating provides for the following after a five-year exposure period when applied according to the recommendations listed on the product's technical data sheet and appropriate surface preparation has been utilized.

- The coatings shall retain their original color with a E of < 7.5 units for high chroma colors, (Yellows, Reds, Oranges, Etc.) and a E of < 5.0 units for low chroma colors, when tested in accordance with ASTM D 2244.
- The coating shall retain a minimum of 50% of its original gloss level after washing, when tested in accordance with ASTM D 523.
- The coating shall exhibit chalking no worse than a numerical rating of 6, when evaluated in accordance with ASTM D 659-80.

ACTS OF NATURE

This warranty does not cover natural disasters, such as earthquakes, shifts of terrain, or tornadoes. If the structure is installed in an area exposed to hurricanes, removal of the shade fabric is required when a hurricane warning is issued.

**** END OF SECTION ****

SECTION 13040

NON-SKID COLOR PLAY SURFACE

PART 1 GENERAL

Surface shall be TUFF Coat or approved equal. Ultra TUFF and TUFF Coat Marine non-skid coatings are water based, single component products. Ultra TUFF is created through a unique process of cross-linking urethanes, acrylics, and co-polymers and utilizes recycled rubber crumb as an aggregate. These coatings are designed to provide an attractive, highly durable, impact resistant non-slip surface.

PERFORMANCE SPECIFICATIONS

- Water Borne
- No VOCs or Isocyanates
- Single Pack
- Easy to Apply
- Environmentally Friendly
- Chemical Resistant
- Non-flammable
- Wide Color Range
- UV Resistant
- Recycled

CHARACTERISTICS

Finish: Matte finish

Color: 20 standard colors

Volume Solids: 87% +/- 2%, mixed

Viscosity: 90-110

Odor: Slight ammonia

Appearance: Textured colored liquid

Recommended Spreading Rate:

Wet mils: 50-60

Dry mils: 35-40

Coverage: 40-50 square feet per gallon.

Drying Schedule @ 20 mils wet @ 50% RH, 72 degrees F

To touch: 1 hour maximum To top coat: 1-2 hours

To cure: 24 hours - 5 days for full chemical cure

Pot Life: None

Shelf Life: 1 year

Reducer/Clean up: Water only

APPLICATION

Temperature: 40 F minimum, 120 F maximum (air, surface and material), at least 5 F above dew point.

Relative Humidity: 85% maximum

METHOD OF APPLICATION

Roll: TUFF Coat Rollers

Spray: Superior Hopper Gun

ADHESION CHARACTERISTICS

All surfaces must be clean and dry. Remove all loose particles, grease, or oily residues. Remove rust or paint by sandblasting, power brushing, or hand wire brushing before primer is applied. See Manual.

PACKAGING

1 Gallon Weight: 12 lbs.

5 Gallon Weight: 54.0 lbs.

Non-flammable, non-hazardous. No shipping restrictions required.

RECOMMENDED PRIMERS

Primer CP-10: Concrete, Wood, Painted Surfaces, Fiberglass

Primer MP-10: Metal, Aluminum, Steel

Primer Coverage: 250 - 300 square feet per gallon.

TESTING COMPLETED

- Impact Resistance (ASTM D-2794)
- Adhesion Testing (ASTM D-4541-95)
- UV Resistance
- Fire Resistance
- Elongation - 400%
- Wearing Data (ASTM F-510)
- Marr-Scuff Resistance
- Coefficient of Friction (ASTM F-609)
- Hot Tire Pick Up Test
- Chemical Resistance

**** END OF SECTION ****

SECTION 15052

BURIED PIPING INSTALLATION

PART 1 – GENERAL

1.01 Description

- A. Scope:
 - 1. CONTRACTOR shall furnish all labor, materials, equipment and incidentals as shown, specified and required to install all buried piping, fittings, and specials.
 - 2. The Work includes, but is not limited to, the following:
 - a. All types of buried piping unless specifically included under other Sections.
 - b. Pipe beneath structures.
 - c. Testing.
 - d. Also included are installation of all jointing and gasketing materials, specials, couplings, and all other Work required to complete the piping installation.
 - e. All appurtenances and specials shown, specified or required shall be incorporated into the piping systems.
- B. Coordination: Review installation procedures under other Sections and coordinate with the Work that is related to this Section.
- C. Related Work Specified Elsewhere: Section 02200, Excavation and Backfill.

1.01 Quality Assurance

- A. Requirements of Regulatory Agencies:
Comply with applicable requirements of UL and other authorities having jurisdiction.
- B. Comply with the requirements of the Mississippi State Department of Health, Division of Water Supply for separation of water and sewer mains.
- C. Reference Standards: Comply with applicable provisions and recommendations of the following, except as otherwise shown or specified.
 - 1. C600 AWWA Standard for Installation of Ductile-Iron Water Mains and Their Appurtenances.
 - 2. C111/A21.11 American National Standard for Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
 - 3. C651 AWWA Standard for Disinfecting Water Mains.
 - 4. AWWA M23, PVC Piping.

1.02 Submittals

- A. Shop Drawings: Submit for approval the following:
 - 1. Size, class and other details of pipe to be used.
 - 2. Information on typical joint and harnessing details.

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- 3. Laying schedules and detailed drawings in plan and profile for all piping, except as noted below.
 - 4. Schedules and drawings for buried piping less than four inches are required only if specifically requested by the ENGINEER.
- B. Tests: Submit description of proposed testing methods, procedures and apparatus. Submit copies of all test reports.
- C. Record Drawings: During progress of the Work, keep an up to date set of drawings showing field and Shop Drawing modifications. Submit cloth or mylar tracings at a scale satisfactory to the ENGINEER that show the actual in-place installation of all piping and equipment installed under this Section. The drawings shall show all piping on plans and in sections, with all reference dimensions and elevations required for complete record drawings of the piping systems. Two paper prints shall also be furnished. The tracings and prints shall be furnished not later than 30 days after Substantial Completion of the Work.

1.03 Product Delivery, Storage and Handling

- A. Delivery, storage and handling of pipe, fittings and specials shall be in complete compliance with the manufacturer's recommendations.
- B. Handle all pipe, fittings and accessories carefully with approved handling devices. Do not drop or roll pipe off trucks. Do not otherwise drop, roll or skid pipe. Materials cracked, gouged, chipped, dented or otherwise damaged will not be approved.
- C. Store pipe and fittings on heavy wood blocking or platforms so they are not in contact with the ground.
- D. Pipe, fittings and specials shall be unloaded opposite to or as close to the place where they are to be laid as is practicable to avoid unnecessary handling. Interiors shall be kept completely free from dirt and foreign matter.

PART 2 – PRODUCTS

2.01 Materials

- A. Pipe materials are specified under each applicable pipe material Specification Section.
- B. Pipe Marking:
 - 1. General:
 - a. Each piece of pipe or fitting shall be clearly marked with a designation which shall conform with designations shown on the Shop Drawings.
 - b. Class designation shall be cast or painted on each piece of pipe or fitting four inches in diameter and larger.
 - 2. Underground Warning Tape:
 - a. CONTRACTOR shall place an aluminum core, detectable warning tape approximately 12 to 18 inches below grade in all Plastic Pipe trenches.
 - b. Raw water, settled water, or finished water plastic piping warning tape:
 - (1) Message: “CAUTION – BURIED WATER LINE.”

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- (2) Size and Color: 3-inch wide blue background with black lettering.
 - c. Product and Manufacturer: Provide one of the following;
 - (1) Terra Tape Sentry Line by Reef Industries, Inc.
 - (2) Or equal.
 - 3. Tracer Wire:
 - a. CONTRACTOR shall place a 14 gauge or heavier (smaller AWG number), solid, insulated, copper wire as indicated in the Contract Drawings.
 - b. The wire must be one continuous, unbroken length and is to be coiled at meters, valves, and bored crossings.

PART 3 – EXECUTION

3.01 Installation

- A. General:
 - 1. Install piping as shown, specified and as recommended by the manufacturer.
 - 2. Request instructions from ENGINEER before proceeding if there is a conflict between the manufacturer's recommendations and the Drawings or Specifications.
 - 3. Pipe, fittings and accessories that are cracked, damaged or in poor condition or with damaged linings will be rejected.
 - 4. Minimum cover over piping shall be 3 feet unless otherwise shown or approved by ENGINEER.
 - 5. Earthwork required is in Division 2 of these specifications.
- B. Maintain separation of sanitary piping from water mains in accordance with the following:
 - 1. Sanitary sewer shall be laid at least 10 feet horizontally and 18" vertically from any water lines with water lines always located above sewer lines.
 - 2. All other scenarios shall be approved on a case by case basis.
- C. Bedding Pipe:
 - 1. Select bedding material used around and under pipes shall be as described in Section 02200.
 - 2. Bedding Ductile-Iron and Concrete Pipe: The pipe shall be bedded in compacted select bedding placed on a flat trench bottom. The select bedding shall have a minimum thickness of four inches under the barrel and extend to pipe diameter/4 inches above the invert of the pipe.
 - 3. Bedding PVC and HDPE Pipe: Promptly after the pipe is laid, all trenches and excavation shall be bedded and compacted until it covers the pipe at least six inches above the pipe. This bedding/backfill shall be brought up and tamped equally and thoroughly along each side of the pipe in such a manner as to avoid displacement of or damage to the pipe. The select bedding material shall have a minimum thickness of six inches under the barrel and be placed in lifts not thicker than six inches. The select bedding shall be thoroughly compacted to a density at least equal to 95 percent of the maximum density determined by the Standard Proctor in accordance with ASTM D 698 Method C including Note 2.
 - 4. Select Backfill Material: Select material for backfilling pipe trenches shall be as specified in Section 02200, Paragraph 2.01 A.
 - 5. No piping shall be laid until ENGINEER approves the bedding condition.
 - 6. No pipe shall be brought into position until the preceding length has been bedded and secured in its final position.
 - 7. All ledge rocks, boulders, and large stones shall be removed during trench

excavation to provide a minimum clearance of four inches below and on each side of all pipe.

D. Laying Pipe:

1. Comply with manufacturer's instructions and with ASTM D 2321, AWWA C600 or AWWA M9, where applicable.
2. Install all pipe accurately to line and grade shown unless otherwise approved by ENGINEER. Remove and relay pipes that are not laid correctly.
3. Slope piping uniformly between elevations given.
4. Ensure that water level in trench is at least 6 inches below bottom of pipe. Do not lay pipe in water. Maintain dry trench until jointing and backfilling are complete.
5. Start laying pipe at lowest point and proceed towards the higher elevations, unless otherwise approved by ENGINEER.
6. Place bell and spigot pipe so that bells face the direction of laying, unless otherwise approved by ENGINEER.
7. Excavate around joints in bedding and lay pipe so that only the barrel receives bearing pressure from the trench bottom.
8. Permissible deflections at joints shall not exceed the amount allowed by manufacturer.
9. Take every precaution to ensure that no foreign material enters the piping prior to and during installation.
10. All pipe and fittings shall be carefully examined for cracks, damage or other defects while suspended above the trench before installation. Defective materials shall be immediately removed from site.
11. Interior of all pipe and fittings shall be inspected and all dirt, gravel, sand, debris or other foreign materials shall be completely removed from pipe interior before it is moved into the trench.
12. Bell and spigot mating surfaces shall be thoroughly wire brushed and wiped clean and dry immediately before pipe is laid.
13. Every time that pipe laying is not actively in progress the open ends of pipe shall be closed by a watertight plug.
14. Field cutting pipe, where required, shall be made with a machine specially designed for cutting piping. Cuts shall be carefully done, without damage to pipe or lining, so as to leave a smooth end at right angles to the axis of pipe. Cut ends shall be tapered and sharp edges filed off smooth. Flame cutting will not be allowed.
15. Blocking under piping shall be permitted only when accepted by ENGINEER for special conditions.
16. Touch up protective coatings in a satisfactory manner prior to backfilling.
17. All piping shall be inspected by the ENGINEER prior to any backfilling operations. CONTRACTOR shall notify the ENGINEER in advance of any backfilling operation.
18. Joint restraints shall installed as recommended by the manufacturer to restrain the pipe at each fitting as indicated elsewhere in the contract documents.

E. Jointing Pipe:

1. General:
 - a. Clean completely all jointing surfaces and adjacent areas immediately before mating joint.
 - b. Lubricate and adjust gaskets as recommended by manufacturer.
 - c. After gaskets are compressed and before pipe is brought fully home, each gasket shall be carefully checked for proper position around full

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- d. circumference of the joint.
Conform to AASHTO MP6, AWWA C111 and to manufacturers recommendations pertaining to jointing pipe.
 - 2. Push-on Joints: Comply with AASHTO MP6, AWWA C111 or to manufacturers recommendations pertaining to jointing pipe.
 - F. Transitions from One Type of Pipe to Another:
 - 1. Provide all necessary adapters, specials and connection pieces required when connecting different types and sizes of pipe or when connecting pipe made by different manufacturers.
 - 2. Encase all such connecting joints with 6 inches minimum of concrete unless otherwise shown, specified or recommended by manufacturer.
 - G. Closures:
 - 1. Provide all closure pieces shown or required to complete the Work.
 - 2. Locate closures in straight runs of pipe.
 - H. Backfilling:
 - 1. Conform to applicable requirements of the Division 2 Specifications.
 - 2. Backfill by hand and use hand or pneumatic tamping until pipe is covered by at least one foot of backfill.

3.02 Work Affecting Existing Piping

- A. Location of Existing Piping:
 - 1. Locations of existing piping shown should be considered approximate.
 - 2. CONTRACTOR is responsible for determining exact location of existing piping to which he must make connections, or which he may disturb during earth moving operations, or which may be affected by his work in anyway.
 - 3. Conform to applicable requirements of Section 01045, Cutting and Patching.
- B. Work on Existing Pipelines:
 - 1. Cut pipes as shown or required with machines specifically designed for this work.
 - 2. Install temporary plugs to keep out all mud, dirt, water and debris.
 - 3. Provide all necessary adapters, fittings, pipe and appurtenances required.

3.03 Testing of Piping

- A. General:
 - 1. Pressure and leakage tests of all piping shall be completed and conform to the current AWWA Standard C600, Section 4.
 - 2. Notify ENGINEER 48 hours in advance of testing.
 - 3. Provide all testing apparatus, including pumps, hoses, gages, and fittings.
 - 4. Pipelines shall hold the specified test pressure for a period of 2 hours.
 - 5. Pipelines which fail to hold specified test pressure or which exceed the allowable leakage rate shall be repaired and retested.
 - 6. Test pressures required are at the lowest elevation of the pipeline section being tested unless otherwise specified.
 - 7. Unless otherwise approved, conduct all tests in the presence of the ENGINEER.

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- B. Schedule of Pipeline Testing: Piping shall be tested at least 10 psi greater than its maximum operating pressure. If unknown, 100 psi shall be the pressure utilized during the testing procedure.
 - C. Pressure Test Procedure:
 - 1. Backfill and compaction shall be completed at least to the pipe centerline before testing, unless otherwise required or approved by ENGINEER.
 - 2. Allow concrete for blocking to reach design strength before testing.
 - 3. Fill section to be tested slowly with water and expel all air.
 - 4. Test only one section of pipe at a time.
 - D. Leakage Testing:
 - 1. Maintain test pressure constantly for a 2 hour period and accurately measure the amount of water which must be added to maintain the test pressure.
 - 2. Allowable Leakage Rates (in gallons per hour per 1,000 feet per inch diameter):
 - a. Ductile-Iron Pipe: 0.1
 - b. PVC and Thermoplastic: No leakage.

3.04 Cleaning and Disinfection

- A. All water main piping shall be thoroughly cleaned and flushed in a manner approved by ENGINEER prior to placing in service.
 - 1. Piping 24 inches diameter and larger shall be inspected from inside and all debris, dirt and foreign matter removed.
- B. Disinfection:
 - 1. Disinfect all water mains, filtered water and other potable water piping.
 - 2. Flush piping prior to disinfection with water at a minimum velocity of 2-1/2 feet per second.
 - 3. Conform to procedures described in AWWA C651 unless otherwise approved by ENGINEER.
 - 4. Water for flushing, testing and chlorination shall be furnished and paid for by the CONTRACTOR.
 - 5. Chlorine will be supplied by CONTRACTOR.
 - 6. Chlorine concentration in the water entering the piping shall be between 50 and 100 parts per million, such that a minimum residual concentration of 25 mg/l will be left after a 24 hour retention period. The operation shall be repeated as necessary to provide complete disinfection.
 - 7. Bacteriologic tests will be performed by OWNER. Upon completion of construction and disinfection of water distribution lines, the CONTRACTOR shall arrange for at least one microbiological water sample to be collected by the Certified Operator for the system from every dead-end line and every major looped line. Water being collected shall not have a chlorine residual higher than is normally maintained in other parts of the distribution system. Disposal of highly chlorinated water from disinfection of the water lines may require a permit from the DEQ/Office of Pollution Control. The CONTRACTOR shall be responsible for obtaining any applicable permits. No chlorine shall be present which is a result of line disinfection. A sample showing "No Coliform Present" shall constitute a satisfactory sample when analyzed by the Mississippi Department of Health environmental laboratory or a laboratory certified by the MSDH.

**** END OF SECTION ****

SECTION 15076

PLASTIC PIPE

PART 1 – GENERAL

1.01 Description

- A. Scope:
 - 1. Furnish all labor, materials, equipment and incidentals for PVC pipe systems.
 - 2. The extent of plastic piping is shown on the Drawings and in the schedules in Section 15052.
- B. Coordination: Review installation procedures under other Sections and coordinate the Work that must be installed with the materials specified herein and which is related to this Section.
- C. Related Work Specified Elsewhere:
 - 1. Section 02200, Excavation and Backfill
 - 2. Section 15052, Buried Pipe Installation.

1.02 Quality Assurance

Reference Standards: Comply with the latest edition of the following:

- A. ASTM D 1784, Rigid Poly(Vinyl Chloride) (PVC) Compounds and Chlorinated Poly(Vinyl Chloride) (CPVC) Compounds.
- B. ASTM D 2241.
- C. ASTM D 3034, Type PSM Poly(Vinyl Chloride) (PVC Sewer Pipe and Fittings).
- D. AASHTO M294-96, Standard Specification for Corrugated Polyethylene Pipe, 12" to 36" diameter.
- E. ASTM D 3261, ASTM F 2206, ASTM 2513

1.03 Submittals

- A. Shop Drawings and Product Data: Comply with the general requirements of Section 01340 and the supplemental requirements.
- B. Submit drawings and manufacturer's data showing details of each piping system to include material composition of pipe and fittings, pressure ratings, nominal size and wall dimensions, fittings and interfacing with equipment and appurtenances in conjunction with the Shop Drawings required under Section 15052.

1.04 Delivery, Storage and Handling

Refer to Section 15052.

PART 2 – PRODUCTS

2.01 General

Specifically design, construct and install piping systems for the services intended to comply with the design conditions specified in the schedules in Section 15052.

2.02 Polyvinyl Chloride (PVC) Gravity Sewer Piping

- A. Pipe and Fitting Material:
 - 1. Standard: ASTM D-1784.
 - 2. Type: Type I, virgin grade, rigid (12454-C).
- B. Pipe:
 - 1. Standard: ASTM D-3034.
 - 2. Schedule: SDR 26.
- C. Joints:
 - 1. Standard: ASTM D-3212.
 - 2. Type: Integral Bell and Spigot.
 - 3. Flexible Seals: Elastomeric, conforming to ASTM F-477.
 - 4. Lubricant: As recommended by manufacturer.

2.03 Marking Requirements

- A. Intervals: 5 feet maximum.
- B. Designation:
 - 1. Pipe nominal size.
 - 2. Pipe schedule or SDR designation.
 - 3. Designation "Specification AWWA C 900 or ASTM D-2241."
 - 4. PVC cell classification.
 - 5. Manufacturer's name or trade name and code.

PART 3 – EXECUTION

3.01 Installation

Comply with Section 15052.

**** END OF SECTION ****

SECTION 15078

HIGH DENSITY POLYETHYLENE PIPE

PART 1 – GENERAL

1.01 Description

- A. Scope:
 - 1. Furnish all labor, materials, equipment and incidentals for Water or Sewer Distribution and Transmission System.
 - 2. The Work includes, but is not limited to, the following:
 - a. Supports and restraints.
 - b. Testing.
 - c. Cleaning.
 - d. Disinfection (where applicable)
 - e. Also included are installation of all jointing, specials, couplings, harnessed and flanged adapters, sleeves, tie rods, and all other Work required to complete the piping installation.
 - f. All valves, appurtenances and specials shown, specified or required shall be incorporated into the piping systems. Valves, specials and appurtenances shall be as specified in other sections.
 - 3. The extent of piping is shown on the Drawings and in the schedules.
- B. Coordination: Review installation procedures under other Sections and coordinate the Work that must be installed with the materials specified herein and which is related to this Section.

1.02 Quality Assurance

- A. Source Quality Control:
 - 1. Obtain pipe from no more than one manufacturer.
 - 2. Obtain fittings from no more than one manufacturer.
- B. Reference Standards: Comply with the latest editions of the following:
 - 1. AWWA C901, Polyethylene Pressure Pipe and Tubing, 1/2" through 3", For Water Service.
 - 2. AWWA C906, Polyethylene Pressure Pipe and Fittings, 4" through 63", For Water Distribution.
 - 3. ASTM D 2239, Polyethylene Plastic Pipe (SIDR-PR), (Iron Pipe Size; ID).
 - 4. ASTM D 3350, Specification for Polyethylene Plastics Pipe and Fittings Material.
 - 5. ASTM D 3035, Polyethylene (PE) Plastic Pipe (DR-PR) Based on Controlled Outside Diameter (1/2" to 24").
 - 6. ASTM D 1693, Test Method for Environmental Stress Cracking of Ethylene.
 - 7. AWWA Manual M55, PE Pipe – Design and Installation.

1.03 Submittals

- A. Shop Drawings and Product Data: Comply with the general requirements of these contract documents.
- B. Submit for approval the following:

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1. Size, class and other details of pipe to be used.
 2. Information on typical joint and harnessing details.
- C. Tests: Submit description of proposed testing methods, procedures and apparatus. Submit copies of all test reports.
- D. Record Drawings: During progress of the Work, keep an up to date set of drawings showing field modifications. Submit drawings at a scale satisfactory to the ENGINEER that show the actual in-place installation of all piping and appurtenances installed under this Section. The drawings shall show all piping on plans with all reference dimensions and elevations required for complete record drawings of the piping systems. The drawings shall be furnished not later than 30 days after Substantial Completion of the Work.

1.04 Delivery, Storage and Handling

- A. Delivery, storage and handling of pipe, fittings, and specials shall be in complete compliance with the manufacturer's instructions.
- B. Handle all pipe, fittings and accessories carefully with approved handling devices. Do not drop or roll pipe off trucks. Do not otherwise drop, roll or skid pipe. Materials cracked, gouged, chipped, dented or otherwise damaged will not be approved.
- C. Pipe, fittings and specials shall be unloaded opposite to or as close to the place where they are to be laid as is practicable to avoid unnecessary handling. Interiors shall be kept free from dirt and foreign matter.

PART 2 – PRODUCTS

2.01 General

Specifically construct and install piping systems for the services intended to comply with the design conditions specified or shown in the drawings.

2.02 Pressure Pipe

- A. Materials used for the manufacture of polyethylene pipe and fittings shall be extra high molecular weight, high density ethylene/hexene copolymer PE 3408 polyethylene resin meeting the above listed physical property and pipe performance requirements:
1. The polyethylene pipe manufacturer shall provide certification that stress regression testing has been performed on the specific product. The said certification shall include a stress life curve per ASTM D-2837. The stress regression testing shall have been done in accordance with ASTM D-2837, and the manufacturer shall provide a product supplying a minimum Hydrostatic Design Basis (HDB) of 1,600 psi, as determined in accordance with ASTM D-2837.
 2. The material shall be listed by PPI (the Plastics Pipe Institute, a division of the Society of the Plastics Industry) in PPI TR-4 with a 73° F hydrostatic design stress rating of 800 psi, and a 140° F hydrostatic design stress rating of 400 psi. The PPI Listing shall be in the name of the pipe manufacturer, and shall be based on ASTM D-2837 and PPI TR-3 testing and validation of samples of the pipe manufacturer's

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- production pipe.
3. The Manufacturer's certification shall state that the pipe was manufactured from one specific resin in compliance with these specifications. The certificate shall state the specific resin used, its source, and list its compliance to these specifications.
- B. Pipe and Fittings:
1. Pipe:
- a. Pipe supplied under this specification shall have a nominal DIPS (Ductile Iron Pipe Size) OD unless otherwise specified. The DR (Dimension Ratio), and the pressure rating of the pipe supplied shall be DR 11-160 psi unless otherwise noted on the Drawings.
- b. The pipe shall be produced from approved HDPE pipe grade resin(s), with the nominal physical properties outlined herein and to the dimensions and tolerances specified in AWWA C901/906.
- c. Approved Pipe Manufacturers:
- (1) ISCO Industries, LLC.
- (2) Or equal.
2. Pipe Performance:
- The pipe shall be in compliance with the physical and performance requirements of Section 3 of this specification. Specifically, the pipe will be extruded from resin meeting specifications of ASTM D-3350 with a cell classification of 345464C; and ASTM D-1248 pipe grade resin type III, Class C, Category 5, grade P34 polyethylene compound. The pipe shall exhibit the short term tensile and compressive physical properties listed herein. The pipe shall provide the long term endurance characteristics recognized by: the compressed pipe ring environmental stress crack resistance greater than 1000 hrs; the slow crack growth resistance greater than 32 days; and the impact strength (toughness) greater than 42 in-lb/in notch.
3. Fittings:
- The standard HDPE fittings shall be standard commercial products manufactured by injection molding or by extrusion and machining, or, shall be fabricated from AWWA C901/906 pipe conforming to this specification. All fittings shall be manufactured by the manufacturer of the pipe on each project. The fittings shall be manufactured from the same approved resin type, grade, and cell classification as the pipe itself. The fittings shall be fully pressure rated by the manufacturer to provide a working pressure equal to the pipe for 50 years service at 73.4° F with an included 2:1 safety factor. The manufacture of the fittings shall be in accordance with good commercial practice to provide fittings homogeneous throughout and free from cracks, holes, foreign inclusions, voids, or other injurious defects. The fitting shall be as uniform as commercially practicable in color, opacity, density and other physical properties. The minimum "quick-burst" strength of the fittings shall not be less than that of the pipe with which the fitting is to be used. All fittings shall be pressure tested by the pipe/fitting manufacturer to the specification and requirements of AWWA C901/906. Standard fittings are tees, ells, flange adapters, reducers, transition fittings, branch and service saddles, and hot-tap tees.
- C. Joining
1. Sections of polyethylene pipe should be joined into continuous lengths on the job site above ground. The joining method shall be heat fusion method and shall be performed in strict accordance with the pipe manufacture's recommendations. The

heat fusion equipment used in the joining procedures should be capable of meeting all conditions recommended by the pipe manufacturer, including, but not limited to, temperature requirements of 400° F, alignment, and 75 psi interfacial fusion pressure.

2. Heat fusion joining shall be 100% efficient offering a joint weld strength equal to or greater than the tensile strength of the pipe. Socket fusion shall not be used. Extrusion welding or hot gas welding of HDPE shall not be used for pressure pipe applications nor in fabrications where shear or structural strength is important. Flanges, unions, grooved-couplers, transition fittings and some mechanical couplers may be used to mechanically connect HDPE pipe without butt fusion. Refer to the manufacturer's recommendations.

2.03 Marking Requirements

- A. Intervals: 5 feet maximum.
- B. Product Marking:
 3. Pipe nominal size.
 4. Pipe schedule or DR designation.
 5. Specification Designation: AWWA C 901/C 906.
 6. Material classification.
 7. Manufacturer's name or trade name and code.

PART 3 – EXECUTION

3.01 Installation

- A. General: Per Specification Section 15052.
- B. Laying Pipe:
 1. Segments of pipe having cuts or gouges in excess of 10% of the wall thickness of the pipe shall be cut out and removed. The undamaged portion of pipe can be rejoined using the butt fusion joining method.
- C. Jointing Pipe:
 1. Sections of polyethylene pipe should be joined into continuous lengths on the job site above ground. The joining method shall be the butt fusion method and shall be performed in strict accordance with the pipe manufacturer's recommendations. The butt fusion equipment used in the joining procedure shall be capable of meeting all conditions recommended by the pipe manufacturer, including, but not limited to, fusion temperature, alignment and fusion pressure.

**** 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" - 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 3/4" 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, and 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 understanding of the ENGINEER and may 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.

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- 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.
 - 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 CONTRACTOR'S 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 and coordinated with the Owner.
Do not scale electrical drawings for exact location of any equipment.
- 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 are not shown, consult manufacturer's recommendations.

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- 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.

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- B. All backfill material and compaction shall meet requirements of Section 02200.
 - 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 contact Mississippi One Call System and obtain a utility location request number and refer to this number each time a utility company is notified of digging 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 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.

1.15 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, motor control center, 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 power panel enclosures. 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

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|---------|--|
| 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. Secondary underground 240/120 volt, single-phase service and distribution system, complete with conduit, conductors, termination lugs, trenching and backfill and testing.
 2. Grounding protection system complete with wiring, connectors, ground rods, exothermic connections, compression connectors and certification from supplier.
 3. Miscellaneous systems complete as shown on the drawings and as stated herein.
 4. Building Power System (600 volt and below) complete with final electrical connections to all panels, electrical equipment and components.

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. Wire and cable.
 - 2. Conduit and fittings.
 - 3. Boxes, covers and plates.
 - 4. Branch circuit compression connectors.

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5. Marking and identification devices.
 6. Grounding system.
 7. Paint.
 8. Miscellaneous as shown on drawings.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 16111
CONDUIT AND FITTINGS

PART 1 - GENERAL

1.01 Description

- A. Metal conduit.
- B. Flexible metal conduit.
- C. Liquid-Tite flexible metal conduit.
- D. Non-metal conduit.
- E. Fittings and conduit bodies.

1.02 References

- A. ANSI C80.1 — Rigid Steel Conduit, Zinc Coated
- B. ANSI/NEMA PB 1 - Fittings, Cast Metal Boxes and Conduit Bodies for Conduit and Cable Assemblies.
- C. ANSI/NFPA 70 - National Electrical Code.
- D. NECA "Standard of Installation".
- E. NEMA RN 1 - Polyvinyl Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit.
- F. NEMA TC 2 - Electrical Plastic Tubing (EPT) and Conduit (EPC-40 and EPC-80).
- G. NEMA TC 3 - PVC Fittings for Use with Rigid PVC Conduit and Tubing.

1.03 Design Requirements

Conduit Size: ANSI/NFPA 70 (unless noted otherwise on the drawings and contained herein).

1.04 Submittals

- A. Submit under provisions of Section 16010 and Section 01340, Shop Drawings, Project Data and Samples.
- B. Product Data: Provide for metallic conduit, Liquid-tite flexible metal conduit, non-metallic conduit, conduit bodies and fittings.

1.05 Project Record Documents

- A. Submit under provisions of Section 16010.
- B. Accurately record actual routing of all underground conduits and mark on record drawings.

1.06 Field Samples

- A. Provide under provisions of Section 16040.
- B. Provide field sample of PVC coated steel conduit, one each at two feet long.
- C. Provide field sample of connectors and fittings.

1.07 Delivery, Storage and Handling

- A. Deliver, store, protect and handle products to site.
- B. Accept conduit on site. CONTRACTOR shall, prior to acceptance, inspect for damage.
- C. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.
- D. Protect PVC conduit from sunlight.

1.08 Project Conditions

- A. Verify all field measurements as required or shown on drawings.
- B. Verify routing and termination locations of conduit prior to rough-in.
- C. Conduit routing is shown on drawings in approximate locations unless dimensioned. Route as required parallel and perpendicular to structures.

PART 2 - PRODUCTS

2.01 Conduit Requirements

- A. All wiring shall be installed in conduit, including power, low voltage, sensor control, and instrumentation.
- B. Minimum size conduit shall be as follows:
 - 1. 3/4-inch for power and branch circuit wiring, unless noted otherwise on the drawings.
 - 2. 1-inch for low voltage, sensor control and instrumentation, unless noted otherwise on the drawings.
- C. Conduit shall be installed in accordance with the following schedule:

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1. Outside secondary service and feeder conduit risers above grade: Galvanized thick wall rigid steel (GRC).
 2. Conduit in earth (no encasement): Galvanized thick wall rigid steel (GRC) or Schedule 40 PVC as noted. Metallic conduit shall be coated with three (3) coats of polyvinyl polyethylene or hot asphalt application.

2.02 Fittings

- A. Where conduits, 1/2-inch through 1-inch conduits, enter junction boxes, pullboxes, panels, cabinets, gutters, etc. use insulated throat connectors, Raco Cat. #1003 and 1004, Locknuts #1133 and 1134, insulated throat bushing and #1222, 1223, and 1224, insulated throat ground bushings for rigid conduit, Raco Cat. #2912, 2913, 2914, for EMT. Raco Cat. #3302, 3303, 3304 for flexible metal conduit. Raco Cat. 3512, 3513 and 3514 for Liquid-Tite connectors. Conduits 1-1/4-inch and above entering junction boxes, pullboxes, panels, cabinets, gutters, etc. shall have insulated throat grounding bushings equal to Raco Cat. #1225, 1226, 1228, 1230, 1232, 1234 and 1236.
- B. Only threaded joint connectors and malleable iron no thread compression box connectors shall be used on rigid conduit. No fittings requiring set screws or indentor type applications, including BM connectors, will be allowed.

2.03 Conduit Straps and Hangers

Two (2) hole push-on stamped straps Raco Cat. #2232, 2233, 2234, 2235, 2236 and 2238 for rigid conduit. These anchors shall be used on surface areas such as concrete, masonry, wide flange beams, columns and wood. All screws shall be stainless steel.

2.04 Expansion and Seal Off Fittings

Install seal-off fittings where required by code or shown on the drawings for the job. Fittings shall be Crouse-Hinds Type EYS for vertical runs, Type EZS for horizontal and vertical runs, or Type EYS elbow seals, or approved equal in Killark or Appleton. All seals shall be properly installed using a non-hardening sealing compound and shall be sealed as soon as cable is installed.

2.05 Rigid Metal Conduit

- A. Manufacturers:
 1. Allied
 2. Wheatland
 3. Republic
 4. Approved equal.
- B. Rigid Galvanized Steel Conduit (GRC): ANSI C801. UL 6.

2.06 Liquid-Tight Flexible Metal Conduit

- A. Manufacturers:
 - 1. Alflec
 - 2. Anamet
 - 3. AFC
 - 4. Approved equal.
- B. Description: Interlocked aluminum construction with PVC jacket.
- C. Fittings: ANSI/NEMA FB1.

2.07 Non-Metallic Conduit

- A. Manufacturers:
 - 1. Carlon
 - 2. Approved equal
- B. Description: NEMA TC2; Schedule 40 PVC.
- C. Fittings and Conduit Bodies: NEMA TC3.

PART 3 - EXECUTION

3.01 Installation

- A. Install conduit in accordance with NECA "Standard of Installation".
- B. Install non-metallic conduit in accordance with manufacturer's instructions.
- C. Arrange supports to prevent misalignment during wiring installation.
- D. Support conduit using coated steel straps with stainless steel screws.
- E. Fasten conduit supports to structures and surfaces under provisions of this section.
- F. Do not support conduit with wire or perforated pipe straps in any type structure. Remove wire used for temporary supports.
- G. Route all conduit, whether exposed or concealed, parallel and perpendicular to structures, etc.
- H. Route conduit in and under slab from point-to-point.
- I. Maintain 12-inch (300 mm) clearance between conduit and surfaces with temperatures exceeding 104°F (40°C).

-
- J. Bring conduit to shoulder of fittings, fasten securely.
 - K. Join non-metallic conduit using cement as recommended by manufacturer. Wipe non-metallic conduit dry and clean before joining. Apply full even coat of cement to entire area inserted in fitting. Allow joint to cure for 20 minutes, minimum.
 - L. Use conduit hubs for sealing locknuts to fasten conduit to cast boxes. All conduit entering top or sides of all junction boxes, pullboxes, wiring gutters, etc., exposed to weather shall have myers hub connectors.
 - M. Install no more than equivalent of four 90-degree bends between boxes. Use conduit bodies to make sharp changes in direction, as around beams. Use factory elbows for bends in metal conduit larger than 2-inch (50 mm) size. Radio telemetry system conduit bends shall not exceed two (2) 90-degree turns. All bends shall be long radius. All field bends on conduit shall be made in accordance with tables in Article 346, NFPA 70.
 - N. Avoid moisture traps; provide junction box with drain fitting at low points in conduit system.
 - O. Provide suitable fittings to accommodate expansion and deflection where conduit crosses control and expansion joints.
 - P. Provide suitable nylon pull string or No. 14 AWG steel wire in each conduit except sleeves and nipples.
 - Q. Use suitable caps to protect installed conduit against entrance of dirt and moisture.
 - R. Ground and bond conduit under provision of Section 16170.
 - S. Identify conduit under provisions of Section 16195.
 - T. All conduit male threads shall be coated with "General Electric" RTV silicone sealer where conduit is installed outdoors, in contact with concrete or earth.
 - U. All conduits shall be sized as noted on the drawings and contained herein. Where size not shown, consult ENGINEER.
 - V. All upturned conduits shall be capped during construction rough-in to prevent moisture or debris from entering. Pull through each and every conduit a dry swab of sufficient size to remove any and all moisture. Seal all conduit terminations with GE Silicone or duct puddy prior to final acceptance of the project.
 - W. Maximum length of flexible liquid-tite conduit shall not exceed 5 feet.
 - X. Assure ground continuity on all branch circuitry conduits with two locknuts, one inside and one outside of all boxes, cabinets and gutters for rigid conduit.

3.02 Conduit Supports

Support conduits as follows:

- A. Galvanized rigid thick wall conduit (GRC), within three feet of all outlet boxes, junction boxes, cabinets, gutters or fittings. Horizontally anchored at 10'-0" maximum intervals. Other spacings are noted on the plans.
- B. Liquid-tite flexible conduit (Sealtite), within 12 inches of all outlet boxes, junction boxes, cabinets, gutters or fittings and bends or turns. Horizontally anchored at 2-foot intervals. Minimum size permitted is 3/4-inch.

END OF SECTION

SECTION 16120
WIRE AND CABLE

PART 1 - GENERAL

1.01 Description

- A. Building wire.
- B. Cable including instrumentation, control, etc.
- C. Wiring connections and terminations.

1.02 References

- A. NEMA WC 3 - Rubber-insulated wire and cable for the transmission and distribution of electrical energy.
- B. NEMA WC 5 - Thermoplastic-insulated wire and cable for the transmission and distribution of electrical energy.

1.03 Submittals

- A. Submit manufacturer's product data under the provisions of Section 26 00 40.
- B. Submit manufacturer's instructions.

PART 2 - PRODUCTS

2.01 Conductors

- A. Thermoplastic-Insulated Building Wire: NEMA WC 5.
- B. Rubber-Insulated Wire: NEMA WC 3.
- C. Feeders and Branch Circuits: Copper, stranded conductor, 600-volt insulation, THWN.
- D. Service Entrance Cable: Copper, stranded conductor, 600-volt insulation, THWN.
- E. Control Circuits: Copper, stranded conductor, 600-volt insulation, THWN.
- F. Electronic Sensor Cable: Per manufacturer's recommendations.

PART 3 - EXECUTION

3.01 General Wiring Methods

- A. Use no wire smaller than #12 AWG for power circuits and no smaller than #14 AWG for control wiring.
- B. Place an equal number of conductors for each phase of a circuit in same raceway or cable.
- C. Splice only in junction or outlet boxes.
- D. Neatly train and lace wiring inside boxes, equipment and panelboards.
- E. Wiring Installation in Raceways
- F. Pull all conductors into a raceway at the same time. Use UL listed wire pulling lubricate for pulling #4 AWG and larger wires.
- G. Completely and thoroughly swab raceway system before installing conductors.
- H. Cable Installation
- I. Provide protection for exposed cables where subject to damage.
- J. Wiring Connections and Terminations.
- K. Splice only in accessible junction boxes.
- L. Thoroughly clean wires before installing lugs and connectors.
- M. Make splices, taps and terminations to carry full ampacity of conductors without perceptible temperature rise.
- N. Terminate spare conductors with electrical tape and wire nut.
- O. Splices in all junction boxes shall be made by the compression method. Crimp connectors shall be "Buchanan" Cat. #2006S, #2008S or #2011S with #2007, #2014 or #3007B caps or approved equal.
- P. Field Quality Control
- Q. Field inspection and testing will be performed under provisions of Section 26 00 10.
- R. Inspect wire and cable for physical damage and proper connection.
- S. Torque test conductor connections and terminations to manufacturer's recommended values.
- T. Perform continuity test on all power and equipment branch circuit conductors. Verify proper phasing connections.

-
- U. Wire and Cable Installation Schedule
- V. Exterior Locations: Conductors in raceways.
- W. Underground Locations: Conductors in raceways.
- X. Color Coding (Power System): The following conductor color coding shall be used:

480/277-Volt System

Phase A - Brown

Phase B - Orange

Phase C - Yellow

Neutral - Gray

Equipment Ground - Green

208Y/120-Volt System

Phase A - Black

Phase A - Switch Leg - Gray

Phase B - Red

Phase B - Switch Leg - Pink

Phase C - Blue

Phase C - Switch Leg - Purple

Travelers - Yellow

Neutral - White

Equipment Ground - Green

END OF SECTION

SECTION 16140
WIRING DEVICES

PART 1 - GENERAL

1.01 Description

Furnish and install wiring devices as shown or noted on plans, including all required mounting hardware, etc.

PART 2 - PRODUCTS

2.01 Safety Switches

- A. Type: Horsepower rated, heavy-duty, single throw, three pole with visible blade and safety handle. Fused and/or unfused as specified elsewhere and/or designated on the Drawings and/or as required by NEC. Sized as required by NEC and/or as shown on the Drawings.
- B. Each switch shall have indented plastic phenolic sign (minimum 1/8-inch lettering) identifying load served with voltage and horsepower attached to switch with stainless steel screws.
- C. Enclosure: Stainless Steel NEMA 1 for dry, indoor locations and Stainless Steel NEMA 4X for outdoor locations.
- D. Manufacturers:
 - 1. Square D Co.
 - 2. General Electric Co.
 - 3. Westinghouse.
 - 4. Or equal.

2.02 Receptacle

- A. Indoor Locations:
 - 1. Duplex grounding receptacle, two pole, three wire, 125 volt AC, 20 ampere, stainless steel cover plates. Products and Manufacturers:
 - a. Cat. #5362-CR, by Arrow-Hart Inc.
 - b. Cat. #53CM62, by Harvey Hubbell Inc.
 - c. Or equal.
 - 2. Single grounding receptacle, corrosion resistant, two pole, three wire, 125 volt AC, 20 ampere, stainless steel cover plates. Products and Manufacturers:
 - a. Cat. #5361-CR, by Arrow-Hart Inc.
 - b. Cat. #53CM61, by Harvey Hubbell Inc.
 - c. Or equal.

-
- B. Ground Fault Receptacle Where Designated on the Drawings:
 - 1. Type: UL listed, 20 ampere, 125 volt AC, sensitivity of 5 mA, three wires, weatherproof cover plates.
 - 2. Manufacturer:
 - a. Hubbell, No. 6F-5362-GY with a 5221 cover plate.
 - b. Or equal.
 - C. Weatherproof Receptacle Where Designated on the Drawings: Type UL listed duplex grounding receptacle, corrosion resistant, two pole, three wire, 20 ampere, 125 volt AC, weatherproof cover plates.

2.03 Switches

- A. Indoor Non-Hazardous Locations:
 - 1. Single pole AC toggle switch, quiet type, 120/277 volt AC, 20 ampere, Brown, specification grade with stainless steel cover, screws and grounding terminal. Products and Manufacturers:
 - a. Cat. #20AC1 by Pass & Seymour, Inc.
 - b. Cat. #CS 120 by Hubbell.
 - c. Or equal.
 - 2. Toggle switches of the three-way type shall be quiet type, 120/277 volt AC, 20 ampere, specification grade with stainless steel cover, screws and grounding terminal. Products and Manufacturers:
 - a. Cat. #20AC3 by Pass & Seymour, Inc.
 - b. Cat. #CS 320 by Hubbell.
 - c. Or equal.
 - 3. Toggle switches of the four-way type shall be of the same grade and manufacture as the single pole and three-way type.
 - 4. Toggle switches of the two-pole, single throw type shall be of the same grade and manufacturer as above.
 - 5. Dimming Switch:
 - a. Coordinated with fluorescent fixture ballasts specified.
 - b. Suitable for controlling light output from two of a four-lamp fluorescent fixture.
 - c. Include integral snap switch on dimming dialer.
 - d. Manufacturer:
 - (1) Thyrocon Controls.
 - (2) Hunt.
 - (3) Or equal.
- B. Horsepower-Rated Switches:
 - 1. Type: Toggle operated, horsepower rated with thermal overload protection.
 - 2. Enclosure: NEMA 1 for dry, indoor locations and NEMA 4 for outdoor and damp or wet indoor locations.

-
3. Products and Manufacturers: Provide one of the following:
 - a. Type 609T by Allen-Bradley.
 - b. Class 2510 by Square D Co.
 - c. Or equal.

2.04 Fuses

- A. Type: Dual-element, current-limiting, UL Class RK5, 600 volts, unless otherwise noted or specified.
- B. Interrupting Capacities (UL Listed): 200,000 RMS amperes.
- C. Coordination:
 1. Coordinated for installation in existing and new equipment.
 2. Properly coordinated for size, type and rating as required for equipment and circuits to be protected.
- D. Repair Parts: One replacement fuse for each and every fuse installed under this Contract.
- E. Manufacturers: Provide products from one of the following:
 1. Bussman Division, McGraw Edison Company.
 2. Gould Inc., Circuit Protection Division.
 3. Or equal.

PART 3 - EXECUTION

3.01 Mounting

- A. Safety switches shall be mounted on structural frame with minimum of four points of attachment using stainless or galvanized steel hardware.
- B. Install one spare set of fuses inside fused switch enclosure attached to side.
- C. In non-hazardous locations, install wiring devices in outlet or device boxes.
- D. Mount wall switches four feet, zero inches above finished floor unless otherwise noted.

END OF SECTION

SECTION 16170
GROUNDING AND BONDING SYSTEMS

PART 1 - GENERAL

1.01 Description

- A. Power system grounding.
- B. Communication and instrumentation system grounding.
- C. Electrical equipment and raceway grounding and bonding.

1.02 System Description

- A. Ground the electrical service system neutral at service entrance equipment to grounding electrode.
- B. Provide communications system grounding conductor at point of service entrance and connect to grounding electrode.
- C. Bond together system neutrals, service equipment enclosures, exposed non-current carrying metal parts of electrical equipment, metal raceway systems, grounding conductor in raceways and cables, receptacle ground and connectors.

1.03 Submittals

- A. Indicate location of system grounding electrode connections and routing of grounding electrode conductor.

PART 2 - PRODUCTS

2.01 Materials

- A. Ground Rods: Copper-encased steel, 3/4-inch diameter, minimum length 10 feet.
- B. Ground Electrode Conductor: Size as noted on drawings with THWN insulation.
- C. Exothermic welds shall be as scheduled on the drawings.

PART 3 - EXECUTION

3.01 Installation

- A. Provide a separate, insulated equipment grounding conductor in branch circuits. Terminate each end on a grounding lug, bus or bushing.
- B. Connect grounding electrode conductors to ground electrode by exothermic weld using cable to rod connection.
- C. Grounding Electrode: Use driven ground rod as shown on plans.
- D. Use minimum #6 AWG copper conductor for communications service grounding conductor. Leave six feet (3 m) slack conductor at terminal cabinet or backboard.
- E. Provide grounding and bonding at utility company's metering equipment.
- F. Bond all metal parts of equipment support structures, etc. to ground.
- G. Refer to drawings for schedule of exothermic connections.

3.02 Field Quality Control

- A. Inspect grounding and bonding system conductors and connections for tightness and proper installation.
- B. Measure ground resistance from system neutral connection at service entrance to convenient ground reference point using suitable ground testing equipment. Resistance shall not exceed 5 ohms. Where resistance exceeds 5 ohms, additional ground rods shall be driven. Top of all rods shall be minimum of 2'-0" below finish grade elevation.

END OF SECTION

SECTION 16180
EQUIPMENT WIRING SYSTEMS

PART 1 - GENERAL

1.01 Description

- A. Make all final electrical connections to all equipment shown on drawings or required for a complete and operable system.
- B. 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.
- C. Section 16120, Wire and Cable.
- D. Section 16170, Grounding and Bonding Systems.
- E. Section 16111, Conduit and Fittings.

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. Control Panel
 2. Set disconnect as shown on drawings and make all final connections.

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



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Chris McGee, Director of Parks and Recreation
cc:
Date: Tuesday, May 19, 2020
Re: Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
File Number: 2020-293
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. 2020-293, Approve the sale of grave spaces.

Please place this on the May 19, 2020 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: April 27, 2020

The following represents the grave spaces sold on April 27, 2020.

Tiffany Davis

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 48, Section 34, Highland Cemetery

Shirley Sims

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 59, Section 34, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: April 27, 2020

The following represents the grave spaces sold on April 27, 2020.

Lula Russell

(1) Space \$ 175.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 57, Section 34, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: May 06, 2020

The following represents the grave spaces sold on May 06, 2020.

Ronnie Fairley

(1) Space \$45.00

Baby Space # 54

Lot 1, Section 3, Highland Cemetery

Shron Rouse

(1) Space \$ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 76, Section 34, Highland Cemetery

Rosetta Watts

(1) Space \$ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 85, Section 34, Highland Cemetery

Minnie Langham

(1) Space \$ 175.00

West Half (W ½) of the Northwest Quarter (NW ¼)

Lot 179, Section 22, Highland Cemetery

Catherine Herron

(2) Spaces \$ 350.00

Southwest Quarter (SW ¼)

Lot 82, Section 34, Highland Cemetery

Dr. Jerry Q. Gilder

(4) Spaces \$ 700.00

West Half (W ½)

Lot 123, Section 38, Highland Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 4-23- 2020

SOLD TO:

Mr. Mrs. Miss T. Henry Davis

ADDRESS 52 McCall Street Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

5 1/2 NW 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

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

Cash

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 4-23- 2020

SOLD TO:

Mr. Mrs. Miss Shirley Sims

ADDRESS 406 Lakewood Loop Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

11 1/2 NW 1/4 Lot No. 59 Section No. 34 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

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 04/27/ 2020

SOLD TO:

Mr.. Mrs. Miss Lula Russell

ADDRESS 459 W. 4th St Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 57 Section No. 34 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 Delrah B. June
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 05/05/ 20 20

SOLD TO:

Mr. Mrs. Miss Rennie Fairley

ADDRESS 806 Klondyke St Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

Baby Space # 54 1 1/4 Lot No. 1 Section No. 0 in Hickory Cemetery

Number of grave spaces 1 Price per grave space \$ 45.00

Price Received \$ 45.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CASH

Share on town

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 5-11- 20 20

SOLD TO:

Mr. Mrs. Miss Sharon Rouse

ADDRESS 589 Hwy 589 Apt # 30 Hattiesburg MS 39405

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SE 1/4 Lot No. 76 Section No. 14 in Hickory 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

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 05/02/ 20 20

SOLD TO:

Mr. Mrs. Miss Rosetta Watts

ADDRESS P.O. Box 2 Hattiesburg MS 39405

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 85 Section No. 34 in Hickory 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

CK # 9353

ATTN: [unclear]

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 7/1 20 20

SOLD TO:

Mr. Mrs. Miss Minnie Lanaborn

ADDRESS 112 Greenwood Dr. Hattiesburg, Miss.

desires to purchase the grave space described below, subject to Cemetery regulations.

W $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 179 Section No. 2 in Greenwood 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., 7/1 20 20

SOLD TO:

Mr. Mrs. Miss Catherine Henson

ADDRESS 131 Fox Run Dr. Hattiesburg, Miss.

desires to purchase the grave space described below, subject to Cemetery regulations.

— $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 82 Section No. 2 in Greenwood Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CK#

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 7/1 20 20

SOLD TO:

(Mr.) Mrs. Miss Dr. Jerry Q. Gilder

ADDRESS 60 Golf Club Rd. Hattiesburg, Miss.

desires to purchase the grave space described below, subject to Cemetery regulations.

W $\frac{1}{2}$ — $\frac{1}{4}$ Lot No. 123 Section No. 2 in Greenwood Cemetery

Number of grave spaces 4 Price per grave space \$ 175.00

Price Received \$ 700.00

CK# 9142

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 Tiffany Davis, 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 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 19th day of May, 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 19th day of May 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 Shirley Sims, 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 59 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 19th day of May, 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 19th day of May 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 Lula Russell, 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 Northeast Quarter (NE¼)

Lot 57 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 19th day of May, 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 19th day of May 2020.

My Commission Expires:

NOTARY PUBLIC

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of FORTY-FIVE AND NO/100 Dollars (\$45.00), 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 Ronnie Fairley, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Baby Space #54

Lot Number: 1 Section Number: 3
 according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland
 Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of May, 2020.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK

MAYOR

(SEAL)

**STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR**

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19th day of May, 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 Shron Rouse, 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 76 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 19th day of May, 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 19th day of May 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 Rosetta Watts, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW¼)

Lot 85 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 19th day of May, 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 19th day of May 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 Minnie Langham, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$)

Lot 179 Section 22

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of May, 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 19th day of May 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, Catherine Herron, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¼)

Lot Number 82 Section Number 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day May, 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 19th day of May, 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 Dr. Jerry Q. Gilder, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W½)

Lot Number 123

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 19th day of May, 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 19th day of May, 2020.

My Commission Expires:

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, May 19, 2020
Re: Approve claims docket for the period ending May 15, 2020.
File Number: 2020-273
Minute Book #

Summary

Recommendation Statement

Please place this on the May 19, 2020 City Council meeting for consideration.

00001	AT&T MOBILITY	287289913717	00199035	19004799	WIRELESS SERV 4/20 VARI DEPTS	05/15/20	276938	5,476.52-
00001	AT&T MOBILITY	287290217384	00199115	19004903	WIRELESS SERV 4/2020 FIRE	05/15/20	276938	971.82-
00001	AT&T MOBILITY	287273578351	00199142	19004952	WIRELESS SERV 4/20 VARI DEPTS	05/15/20	276938	5,722.25-
00001	AT&T MOBILITY	287273861504	00199143	19004962	GPS TRACKING 4/2020 VARI DEPT	05/15/20	276938	5,156.20-
00001	AT&T MOBILITY	287290252011	00199198	19004995	WIRELESS SERV 4/2020 PUB WRKS	05/15/20	276938	1,832.43-

AT&T MOBILITY								
Sum								19,159.22-
00001	AUTO ARMATURE SERVICE IN	20824	00198845	19004689	STARTER U#21252 PUBLIC WORKS	05/15/20	276939	109.95-
00001	AUTO ARMATURE SERVICE IN	20846	00198881	19004700	BATTERY U#14676 P/W SHOP	05/15/20	276939	145.95-
00001	AUTO ARMATURE SERVICE IN	20829	00198850	19004718	BATTERY U#20092 URBAN DEV	05/15/20	276939	164.95-
00001	AUTO ARMATURE SERVICE IN	20861	00198935	19004757	BATTERY U#11947 CONSTR	05/15/20	276939	157.95-
00001	AUTO ARMATURE SERVICE IN	20783	00198999	19004768	BATTERY U#11808 POLICE	05/15/20	276939	383.85-
00001	AUTO ARMATURE SERVICE IN	20898	00198999	19004769	BATTERY U#19340 POLICE	05/15/20	276939	185.95-
00001	AUTO ARMATURE SERVICE IN	20939	00199053	19004825	BATTERY U#17574 POLICE	05/15/20	276939	185.95-
00001	AUTO ARMATURE SERVICE IN	20696	00199090	19004871	BATTERY U#16568 POLICE	05/15/20	276939	174.95-
00001	AUTO ARMATURE SERVICE IN	20945	00199113	19004899	BATTERY U#18762 POLICE	05/15/20	276939	179.95-

AUTO ARMATURE SERVICE IN								
Sum								1,689.45-
00001	AUTOMOTIVE GLASS SPECIAL	I236315	00198890	19004698	INSTALL GLASS U#18035 PUB WRK	05/15/20	276940	145.00-
00001	AUTOMOTIVE GLASS SPECIAL	I235694	00198526	19004753	WINDSHIELD U#15780 POLICE	05/15/20	276940	245.00-
00001	AUTOMOTIVE GLASS SPECIAL	I236129	00198756	19004754	WINDOW REG POLICE UNIT	05/15/20	276940	225.00-
00001	AUTOMOTIVE GLASS SPECIAL	I236332	00198917	19004913	INSTALL GLASS U#20152 P/W	05/15/20	276940	145.00-

AUTOMOTIVE GLASS SPECIAL								
Sum								760.00-
00001	BARDING GENERATOR & STAR	173360	00198851	19004807	STARTER U#18099 FIRE DEPT	05/15/20	276941	325.95-

BARDING GENERATOR & STAR								
Sum								325.95-
00001	BATTERIES PLUS BULBS #63	P23031259	00195777	19004850	12V BATTERY AIRPORT	05/15/20	276942	21.95-

BATTERIES PLUS BULBS #63								
Sum								21.95-
00001	BILL'S PLUMBING CO	0889	00199125	19004907	SEWER/CAMERA MAINT #5 FIRE	05/15/20	276943	480.00-

BILL'S PLUMBING CO								
Sum								480.00-
00001	C SPIRE (MEGAGATE)	1529866	00199178	19004954	NETWORK/INTERNET INFO TECH	05/15/20	276945	16,251.28-
00001	C SPIRE (MEGAGATE)	1532763	00199178	19004955	NETWORK/INTERNET INFO TECH	05/15/20	276945	883.49-

C SPIRE (MEGAGATE)								
Sum								17,134.77-
00001	CARQUEST AUTO PARTS STOR	14758-140288	00198759	19004688	REPR PTS U#15921 TRAFFIC	05/15/20	276948	48.43-
00001	CARQUEST AUTO PARTS STOR	14758-138175	00197887	19004690	TRAILER LIGHT U#17017 STREET	05/15/20	276948	38.27-
00001	CARQUEST AUTO PARTS STOR	14758-139691	00198567	19004691	REPR PTS U#15962 PUBLIC WORKS	05/15/20	276948	446.00-
00001	CARQUEST AUTO PARTS STOR	14758-139704	00198572	19004692	REPR PTS U#21466 PUBLIC WORKS	05/15/20	276948	65.11-
00001	CARQUEST AUTO PARTS STOR	14758-139782	00198618	19004693	REPR PTS U#15962 PUBLIC WORKS	05/15/20	276948	52.63-
00001	CARQUEST AUTO PARTS STOR	14758-140367	00198780	19004694	REPR PTS U#13048 PUBLIC WORKS	05/15/20	276948	127.06-
00001	CARQUEST AUTO PARTS STOR	14758-140359	00198678	19004712	REPR PTS MOSQUITO TRUCKS	05/15/20	276948	365.92-
00001	CARQUEST AUTO PARTS STOR	14758-140078	00198678	19004713	REPR PTS MOSQUITO TRUCKS	05/15/20	276948	25.00-

00001 CINTAS FIRST AID J71	5016336199	00198311 19004856 FIRST AID SUPP P/W SHOP	05/15/20	276955	81.65-

CINTAS FIRST AID J71					81.65-
Sum					
00001 CITY OF HATTIESBURG FUND TRF 1ST 5/20	02020550	19004760 TRF 1ST 5/20 PAYROLL	05/05/20	10037	1,137,654.27-

CITY OF HATTIESBURG FUND					1,137,654.27-
Sum					
00001 COCA COLA BOTTLING COMPA	19874206423	00199088 19004868 BOTTLED WATER M/ADM	05/15/20	276957	120.00-

COCA COLA BOTTLING COMPA					120.00-
Sum					
00001 COMCAST CABLEVISION OF H	839641073089	00198870 19004709 CABLE 4/20-5/19 PUBLIC WORKS	05/15/20	276958	73.20-
00001 COMCAST CABLEVISION OF H	839641073047	00199001 19004766 CABLE 4/30-5/29 EMP CLINIC	05/15/20	276959	149.88-
00001 COMCAST CABLEVISION OF H	839641073092	00198984 19004770 CONVERTER BOX 5/20 POLICE	05/15/20	276960	114.62-
00001 COMCAST CABLEVISION OF H	839641073073	00198980 19004789 CABLE 5/2020 TRAFFIC/CONSTR	05/15/20	276961	6.27-

COMCAST CABLEVISION OF H					343.97-
Sum					
00001 COURTESY MOTORS INC	502190	00197519 19004873 REPR PTS U#17838 FIRE DEPT	05/15/20	276965	109.92-

COURTESY MOTORS INC					109.92-
Sum					
00001 COURTESY REALTY LLC	5/1/20	02020540 19004796 DEBT SERV PYMT DUE 5/1/20	05/06/20	10040	66,694.33-

COURTESY REALTY LLC					66,694.33-
Sum					
00001 COVERT TRACK GROUP, INC	18888	00199037 19004800 ANNUAL MAPPING SUBSCRIPTION	05/15/20	276966	1,200.00-

COVERT TRACK GROUP, INC					1,200.00-
Sum					
00001 D L T SOLUTIONS LLC	SI474598	00198593 19004855 ENGR/CONSTR COLLECTION RNWL	05/15/20	276967	2,237.40-

D L T SOLUTIONS LLC					2,237.40-
Sum					
00001 D P S CRIME LAB	90091630	00199078 19004900 ANALYTICAL FEES POLICE	05/15/20	276968	60.00-
00001 D P S CRIME LAB	90080596	00199104 19004902 EVDENCE ANALYSIS FIRE DEPT	05/15/20	276968	60.00-

D P S CRIME LAB					120.00-
Sum					
00001 DADE PAPER & BAG, LLC	14415705	00197884 19004894 WIPES/GLOVES/COLOROX POLICE	05/15/20	276969	598.32-
00001 DADE PAPER & BAG, LLC	14425081	00197884 19004895 NITRILE GLOVES POLICE DEPT	05/15/20	276969	158.00-
00001 DADE PAPER & BAG, LLC	14427709	00197884 19004896 NITRILE GLOVES POLICE	05/15/20	276969	79.00-
00001 DADE PAPER & BAG, LLC	14430488	00197884 19004897 DISINFECTANT WIPES POLICE	05/15/20	276969	115.02-
00001 DADE PAPER & BAG, LLC	S/C 650698	00197884 19004925 SERVICE CHARGE/LATE FEE	05/15/20	276969	14.26-

DADE PAPER & BAG, LLC					964.60-
Sum					

00001	ECONOMY SUPPLY CO	031198	00198398	19004702	BLDG MATLS 426 S 12TH AVE	05/15/20	276971	242.00-
00001	ECONOMY SUPPLY CO	031979	00198435	19004728	ROOFING MATLS #1 FIRE STA	05/15/20	276971	178.60-
00001	ECONOMY SUPPLY CO	032870	00198967	19004786	BLDG MATLS CE ROY CNTR RAMP	05/15/20	276971	57.28-

ECONOMY SUPPLY CO								
Sum								
00001	EMERGENCY EQUIPMENT PROF	450594	00198855	19004756	PUMP REPR U#18099 FIRE DEPT	05/15/20	276973	477.88-

EMERGENCY EQUIPMENT PROF								
Sum								
00001	EMPIRE TRUCK SALES (H'BU	CE006164642:	00198767	19004705	REPR PTS U#20073 SANIT	05/15/20	276974	65.57-
00001	EMPIRE TRUCK SALES (H'BU	CE006164750:	00198892	19004706	REPR PTS U#15892 SANIT	05/15/20	276974	28.24-
00001	EMPIRE TRUCK SALES (H'BU	CE006164643:	00198847	19004733	REPR PTS U#19887 SANIT	05/15/20	276974	182.07-
00001	EMPIRE TRUCK SALES (H'BU	CE006165198:	00199145	19004996	REPR PTS U#20068 SANIT	05/15/20	276974	168.24-

EMPIRE TRUCK SALES (H'BU								
Sum								
00001	F T I GROUP	156895	00197938	19004887	MANUAL CHECKS ACCTG DEPT	05/15/20	276977	444.12-

F T I GROUP								
Sum								
00001	FINDLEY	GASB 75 REPO	00199000	19004767	GASB 75 REPORT PREPARATION	05/15/20	276978	339.24-

FINDLEY								
Sum								
00001	FORREST CTY SUPERVISORS	JAIL 3/2020	00199036	19004809	JAIL 3/2020 EXPENSES	05/15/20	276982	10,000.00-
00001	FORREST CTY SUPERVISORS	JAIL 3/2020	00199036	19004822	JAIL 3/2020 MEDICAL	05/15/20	276982	60,400.00-
00001	FORREST CTY SUPERVISORS	JAIL 2/2020	00199087	19004877	JAIL 2/2020 EXPENSES	05/15/20	276982	1,029.73-
00001	FORREST CTY SUPERVISORS	JAIL 2/2020	00199087	19004883	JAIL 2/2020 MEDICAL	05/15/20	276982	58,040.00-

FORREST CTY SUPERVISORS								
Sum								
00001	GILLILANDS ELECTRONICS S	71253	00198983	19004765	ALARM 3/2020-3/2021 T DEPOT	05/15/20	276983	122,890.00-

GILLILANDS ELECTRONICS S								
Sum								
00001	H'BURG AMERICAN (SUBSCRI	HA0035737 5/	00199174	19004973	SUBSCRIPT RNWL ENGR DEPT	05/15/20	276985	660.00-

H'BURG AMERICAN (SUBSCRI								
Sum								
00001	H'BURG CLINIC PA (ACCT#2	6821074 BRAS	00198962	19004722	PSY TEST BRASWELL POLICE	05/15/20	276986	181.71-

H'BURG CLINIC PA (ACCT#2								
Sum								
00001	H'BURG MEDICAL SUPPLY	524245 (A)	00198719	19004989	THERMOMETERS COVID-19	05/15/20	276987	300.00-
00001	H'BURG MEDICAL SUPPLY	524245 (B)	00198720	19004990	ADDL AMT DUE PO#198719	05/15/20	276987	623.00-

H'BURG MEDICAL SUPPLY								
Sum								
00001	HATTIESBURG HYDRAULICS I	83033	00197912	19004695	REPR PTS U#20368 PUBLIC WORKS	05/15/20	276988	712.00-
00001	HATTIESBURG HYDRAULICS I	83073	00198161	19004696	REPR PTS U#7526 PUBLIC WORKS	05/15/20	276988	143.60-
00001	HATTIESBURG HYDRAULICS I	83327	00198571	19004840	REPR PTS U#18100 FIRE DEPT	05/15/20	276988	40.00-

HATTIESBURG HYDRAULICS I								
Sum								
00001	HATTIESBURG HYDRAULICS I	83327	00198571	19004840	REPR PTS U#18100 FIRE DEPT	05/15/20	276988	70.28-

00001 HATTIESBURG HYDRAULICS I 83129	00198270 19004845 REPRS U#7526 P/W SPRAY TRUCK	05/15/20	276988	75.44-
00001 HATTIESBURG HYDRAULICS I 82748	00197485 19004846 REPR PTS P/W SHOP STOCK	05/15/20	276988	28.03-
00001 HATTIESBURG HYDRAULICS I 83789	00199164 19004997 REPR PTS U#20091 SANIT	05/15/20	276988	866.97-

HATTIESBURG HYDRAULICS I				
Sum				1,224.32-
00001 HAVARD PEST CONTROL INC 1591172	00020205 19004929 QTRLY SRV P/F ACADEMY	05/15/20	276989	50.00-

HAVARD PEST CONTROL INC				
Sum				50.00-
00001 HESSION, CHANCE TRAVEL REIMB	00199025 19004806 EXPNS WILDERNESS RESCUE CLASS	05/15/20	276990	184.00-

HESSION, CHANCE				
Sum				184.00-
00001 HICKS LAW FIRM, LLC 9494	00199117 19004890 SERVS PRECISION CONSTR	05/15/20	276991	8,581.20-
00001 HICKS LAW FIRM, LLC 9493	00199118 19004891 SRVS SALIBA/PIERCE VS CITY	05/15/20	276991	1,222.20-
00001 HICKS LAW FIRM, LLC 9492	00199120 19004892 SRVS RIELS VS CIVIL SRV COMM	05/15/20	276991	500.00-

HICKS LAW FIRM, LLC				
Sum				10,303.40-
00001 HOL-MAC CORPORATION 365959	00199034 19004921 REPR PTS VARI SANIT UNITS	05/15/20	276992	509.75-

HOL-MAC CORPORATION				
Sum				509.75-
00001 HOLLAND VETERINARY HOSPI 33609	00198905 19004676 RECHECK OTTER POLICE K-9	05/15/20	276993	169.20-

HOLLAND VETERINARY HOSPI				
Sum				169.20-
00001 HUB CITY SPOKES 96045	00199133 19004889 CITY WIDE ADS AND NOTICES	05/15/20	276996	153.26-
00001 HUB CITY SPOKES 96044	00199134 19004919 CITY WIDE ADS AND NOTICES	05/15/20	276996	56.46-

HUB CITY SPOKES				
Sum				209.72-
00001 HUGHES SUPPLY S158519496.0	00198757 19004701 HAND TOOLS CONSTR DEPT	05/15/20	276997	205.09-

HUGHES SUPPLY				
Sum				205.09-
00001 INNOVATIVE SERVICE SOLUT 20200057	00198430 19004917 AED SEMI-ANNUAL MAINTENANCE	05/15/20	276998	380.00-

INNOVATIVE SERVICE SOLUT				
Sum				380.00-
00001 IRBY, STUART C CO S011884865.0	00198773 19004686 ELEC SUPP TRAFFIC DEPT LIGHTS	05/15/20	276999	91.00-
00001 IRBY, STUART C CO S011836008.0	00198257 19004703 ELEC SUPP CONSTR DEPT LIGHTS	05/15/20	276999	714.00-
00001 IRBY, STUART C CO S011864640.0	00198632 19004704 ELEC SUPP CONSTR DEPT TRUCK	05/15/20	276999	83.31-
00001 IRBY, STUART C CO S011836258.0	00198079 19004787 ELEC SUPP CONSTR ELEC VAN	05/15/20	276999	643.26-
00001 IRBY, STUART C CO S011836258.0	00198079 19004788 ELEC SUPP CONSTR ELEC VAN	05/15/20	276999	171.14-
00001 IRBY, STUART C CO S011864640.0	00198632 19004823 ELEC SUPP CONSTR DEPT	05/15/20	276999	5.46-
00001 IRBY, STUART C CO S011892094.0	00198912 19004920 EXHAUST FAN TRAFF/CONST RSTRM	05/15/20	276999	24.00-

IRBY, STUART C CO				
Sum				1,732.17-
00001 KEITHCO PETROLEUM 774237	00198964 19004797 DIESEL FOR P/W FUEL STATION	05/15/20	277001	2,683.80-

KEITHCO PETROLEUM								
Sum								
00001	KRONOS INCORPORATED	11598775	00199163	19004956	SOFTWARE SUPPORT	05/15/20	277002	2,683.80-
00001	KRONOS INCORPORATED	11598776	00199163	19004957	SOFTWARE SUPPORT	05/15/20	277002	9,451.52-

KRONOS INCORPORATED								
Sum								
00001	LAMAR AUTO SALVAGE INC	627484	00197433	19004732	REPR PTS U#14178 CONSTR	05/15/20	277004	9,581.52-

LAMAR AUTO SALVAGE INC								
Sum								
00001	LAMAR CTY SHERIFF	JAIL 4/2020	00198994	19004783	INMATE HOUSING 4/2020	05/15/20	277005	150.00-

LAMAR CTY SHERIFF								
Sum								
00001	LARD OIL COMPANY	1035328-IN	00198914	19004780	OIL/LUBRICANTS FIRE DEP SHOP	05/15/20	277006	330.00-
00001	LARD OIL COMPANY	1035389-IN	00198914	19004781	MOTOR OIL FIRE DEP SHOP	05/15/20	277006	255.59-

LARD OIL COMPANY								
Sum								
00001	LARRY'S WRECKER SERVICE	7531	00198966	19004724	TOWING U#19709 POLICE	05/15/20	277007	1,556.23-
00001	LARRY'S WRECKER SERVICE	7540	00198998	19004776	TOWING U#19348 POLICE	05/15/20	277007	55.00-
00001	LARRY'S WRECKER SERVICE	7539	00198998	19004777	TOWING U#19709 POLICE	05/15/20	277007	55.00-
00001	LARRY'S WRECKER SERVICE	7553	00199112	19004901	TOWING U#17577 POLICE	05/15/20	277007	55.00-

LARRY'S WRECKER SERVICE								
Sum								
00001	LIL TIRE SHOPPE (BROADW	1097433 (A)	00196409	19004677	REPRS U#16716 POLICE	05/15/20	277009	220.00-
00001	LIL TIRE SHOPPE (BROADW	1097433 (B)	00198880	19004678	ADDL AMT DUE PO#196409	05/15/20	277009	1,906.18-

LIL TIRE SHOPPE (BROADW								
Sum								
00001	LINEBARGER GOGGAN BLAIR	3/31/2020	02020560	19004980	POLICE FINES COLL.FEE	05/15/20	277010	2,321.32-
00001	LINEBARGER GOGGAN BLAIR	4/15/2020	02020561	19004981	POLICE FINES COLL.FEE	05/15/20	277010	263.64-
00001	LINEBARGER GOGGAN BLAIR	4/30/2020	02020562	19004982	POLICE FINES COLL.FEE	05/15/20	277010	124.86-

LINEBARGER GOGGAN BLAIR								
Sum								
00001	LOWE'S HOME IMPROVEMENT	936440-EWLJB	00198643	19004726	GRILL BURNERS #6 FIRE STA	05/15/20	277013	705.16-

LOWE'S HOME IMPROVEMENT								
Sum								
00001	LOWE'S OF HATTIESBURG IN	935302-EWTPG	00198739	19004727	GARBAGE CANS #1 FIRE STA	05/15/20	277012	91.08-
00001	LOWE'S OF HATTIESBURG IN	967765-ETPFD	00198206	19004730	HAND TOOLS CONSTR CARPENTERS	05/15/20	277012	56.96-
00001	LOWE'S OF HATTIESBURG IN	924488-ETPFE	00198028	19004731	ELEC SUPP CONSTR VAN STOCK	05/15/20	277012	149.55-

LOWE'S OF HATTIESBURG IN								
Sum								
916.16-								

00001 MAPLES GAS COMPANY	173900	00198422 19004867 GAS/DIESEL P/W FUEL STATION	05/15/20	277014	7,720.32-

MAPLES GAS COMPANY					
Sum					7,720.32-
00001 METRO CRIMESTOPPERS INC	CITY COURT C	02020532 19004761 4/20 CITY COURT COSTS	05/05/20	10038	454.26-

METRO CRIMESTOPPERS INC					
Sum					454.26-
00001 MID SOUTH UNIFORM & SUPP	604609	00196791 19004801 NAME PLATE HOLMES POLICE	05/15/20	277016	28.07-

MID SOUTH UNIFORM & SUPP					
Sum					28.07-
00001 MS DEPARTMENT OF ENVIRON	ASBESTOS CER	00199083 19004875 ASBESTOS RECERTIF COPELAND	05/15/20	277020	200.00-
00001 MS DEPARTMENT OF ENVIRON	ASBESTOS CER	00199083 19004876 ASBESTOS RECERTIF QUINN	05/15/20	277021	200.00-

MS DEPARTMENT OF ENVIRON					
Sum					400.00-
00001 MS DEPT OF PUBLIC SFTY/C	4/20 FINE CO	02020534 19004762 4/20 FINE COLLECTIONS	05/05/20	10039	1,083.05-

MS DEPT OF PUBLIC SFTY/C					
Sum					1,083.05-
00001 MS POLICE SUPPLY CO INC	I-3801	00198493 19004893 STREAMLIGHTS/CHARGERS STOCK	05/15/20	277022	3,809.25-

MS POLICE SUPPLY CO INC					
Sum					3,809.25-
00001 MS POWER COMPANY	5/20 GENERAL	00202015 19004930 MNTHLY ELEC-GENERAL	05/15/20	277023	10,164.51-

MS POWER COMPANY					
Sum					10,164.51-
00001 MS STATE/TREASURER/FINAN	FINE COLLECT	02020533 19004857 4/20	05/08/20	10043	19,517.85-
00001 MS STATE/TREASURER/FINAN	FINE COLLECT	02020533 19004858 4/20	05/08/20	10043	1,471.84-
00001 MS STATE/TREASURER/FINAN	FINE COLLECT	02020533 19004859 4/20	05/08/20	10043	1,696.68-
00001 MS STATE/TREASURER/FINAN	FINE COLLECT	02020533 19004860 4/20	05/08/20	10043	242.63-
00001 MS STATE/TREASURER/FINAN	FINE COLLECT	02020533 19004861 4/20	05/08/20	10043	114.00-
00001 MS STATE/TREASURER/FINAN	FINE COLLECT	02020533 19004862 4/20	05/08/20	10043	18.24-
00001 MS STATE/TREASURER/FINAN	FINE COLLECT	02020533 19004863 4/20	05/08/20	10043	781.22-
00001 MS STATE/TREASURER/FINAN	FINE COLLECT	02020533 19004864 4/20	05/08/20	10043	113.29-
00001 MS STATE/TREASURER/FINAN	FINE COLLECT	02020533 19004865 4/20	05/08/20	10043	8,691.65-

MS STATE/TREASURER/FINAN					
Sum					32,647.40-
00001 MS TURF	261551	00198648 19004819 GRASS SOD FOR CEMETERIES	05/15/20	277024	230.00-

MS TURF					
Sum					230.00-
00001 MUNICIPAL EMERGENCY SERV	IN1453224	00198737 19004755 PPE MASKS FIRE DEPT COVID-19	05/15/20	277025	4,981.15-

MUNICIPAL EMERGENCY SERV					
Sum					4,981.15-

00001 N & H ELECTRONIC DISTRIB 205403	00198941 19004898 ZIP TIES FOR EVIDENCE	05/15/20	277026	25.25-

N & H ELECTRONIC DISTRIB				25.25-
Sum				933.60-
00001 NAFECO-NORTH AMERICA FIR 1035570	00198691 19004679 HAZ MAT COVERALLS P/F ACADEMY	05/15/20	277027	-----
NAFECO-NORTH AMERICA FIR				933.60-
Sum				10,000.00-
00001 NEXT LEVEL CONSULTANTS, 05052020-001	00198452 19004810 FACE MASKS CITY EMP COVID-19	05/15/20	277030	-----
NEXT LEVEL CONSULTANTS,				10,000.00-
Sum				150.00-
00001 NORST	MBRSHP PARKE 00199055 19004839 MBRSH P DUES CHIEF PARKER	05/15/20	277031	-----
NORST				150.00-
Sum				123.98-
00001 OFFICE DEPOT INC	481751466001 00198663 19004719 OFFICE SUPP POLICE DEPT	05/15/20	277032	-----
OFFICE DEPOT INC				123.98-
Sum				37.24-
00001 OFFICE PRODUCTS PLUS	875513-0 00192278 19004851 OFFICE SUPP MUN COURT	05/15/20	277033	271.18-
00001 OFFICE PRODUCTS PLUS	902081-0 00199085 19004909 PRINTOUT PAPER LAND CODE DIV	05/15/20	277033	286.74-
00001 OFFICE PRODUCTS PLUS	902078-0 00199067 19004987 OFFICE SUPP ENGR DEPT	05/15/20	277033	-----
OFFICE PRODUCTS PLUS				595.16-
Sum				364.00-
00001 OVERHEAD DOOR CO OF HBUR 108356	00198875 19004680 DOOR LOCK REPR P/F ACADEMY	05/15/20	277034	203.00-
00001 OVERHEAD DOOR CO OF HBUR 108399	00198644 19004683 BAY DOOR REPR #6 FIRE STA	05/15/20	277034	592.50-
00001 OVERHEAD DOOR CO OF HBUR 107983	00199103 19004906 BAY DOOR REPR #6 FIRE STA	05/15/20	277034	-----
OVERHEAD DOOR CO OF HBUR				1,159.50-
Sum				161.31-
00001 OWENS BUSINESS MACHINES	397291 00198974 19004716 COPIER MAINT 4/20 M/ADM	05/15/20	277035	187.00-
00001 OWENS BUSINESS MACHINES	397290 00198975 19004717 COPIER MAINT 5/20 M/ADM	05/15/20	277035	-----
OWENS BUSINESS MACHINES				348.31-
Sum				742.23-
00001 PARISH TRACTOR (HATTIESB 02-119443	00198973 19004916 REPR PTS U#15999 PUBLIC WORKS	05/15/20	277036	4,883.63-
00001 PARISH TRACTOR (HATTIESB 02-145717	00198497 19004918 REPRS U#20373 PUBLIC WORKS	05/15/20	277036	-----
PARISH TRACTOR (HATTIESB				5,625.86-
Sum				40.00-
00001 PARKERS WHOLESALE	PO#197914 3/ 00197914 19004965 RUBBER GLOVES PUBLIC WORKS	05/15/20	277037	146.00-
00001 PARKERS WHOLESALE	PO#198289 3/ 00198289 19004966 GLOVES COVID-19 PUBLIC WORKS	05/15/20	277037	-----
PARKERS WHOLESALE				186.00-
Sum				584.75-
00001 PATTERSON AUTO ELECTRIC	80532 00198735 19004775 REPRS U#19340 POLICE	05/15/20	277038	-----
PATTERSON AUTO ELECTRIC				584.75-
Sum				

00001 PEARL RIVER VALLEY EPA (5/20 GENERAL 00202015 19004931 MNTHLY 5/20 PUBLIC SERVICES	05/15/20	277039	5,120.26-

PEARL RIVER VALLEY EPA (			
Sum			5,120.26-
00001 PFLUEGER, BRANDON TRAVEL REIMB 00199139 19004904 EXPNS MSFA FIREFIGHTER CLASS	05/15/20	277041	460.00-

PFLUEGER, BRANDON			
Sum			460.00-
00001 PINE BELT INDUSTRIAL SUP 4178183-01 00196986 19004697 MOWER REPR PTS PUBLIC WORKS	05/15/20	277044	263.40-

PINE BELT INDUSTRIAL SUP			
Sum			263.40-
00001 PINE BELT OIL COMPANY IN 1423400 00198959 19004734 REMOTE SITE FUEL CHG POLICE	05/15/20	277045	21.12-
00001 PINE BELT OIL COMPANY IN 3381139 00198959 19004735 REMOTE SITE FUEL CHG POLICE	05/15/20	277045	11.47-
00001 PINE BELT OIL COMPANY IN 3381140 00198959 19004736 REMOTE SITE FUEL CHG POLICE	05/15/20	277045	14.26-
00001 PINE BELT OIL COMPANY IN 3381131 00198959 19004737 REMOTE SITE FUEL CHG POLICE	05/15/20	277045	17.25-
00001 PINE BELT OIL COMPANY IN 3381133 00198959 19004738 REMOTE SITE FUEL CHG POLICE	05/15/20	277045	11.62-
00001 PINE BELT OIL COMPANY IN 3381136 00198959 19004739 REMOTE SITE FUEL CHG POLICE	05/15/20	277045	9.52-
00001 PINE BELT OIL COMPANY IN 3381132 00198959 19004740 REMOTE SITE FUEL CHG POLICE	05/15/20	277045	19.39-
00001 PINE BELT OIL COMPANY IN 3381138 00198959 19004741 REMOTE SITE FUEL CHG POLICE	05/15/20	277045	19.79-
00001 PINE BELT OIL COMPANY IN 10718230 00198963 19004763 GAS FOR P/W FUEL STATION	05/15/20	277045	4,168.89-
00001 PINE BELT OIL COMPANY IN 1434907 00199019 19004811 POLICE GAS CARDS	05/15/20	277045	370.60-
00001 PINE BELT OIL COMPANY IN POLICE 4/1-4 00199146 19004960 MINIT MART FUEL CHGS 4/2020	05/15/20	277045	296.40-
00001 PINE BELT OIL COMPANY IN FIRE 4/1-4/3 00199146 19004961 MINIT MART FUEL CHGS 4/2020	05/15/20	277045	1,136.19-

PINE BELT OIL COMPANY IN			
Sum			6,096.50-
00001 POWER DMS, INC 35255 00198794 19004983 ACCREDITATION PROG 5/20-11/20	05/15/20	277046	253.36-

POWER DMS, INC			
Sum			253.36-
00001 PUCKETT MACHINERY COMPAN P05C5686564 00198677 19004699 REPR PTS U#18035 PUBLIC WORKS	05/15/20	277047	260.33-
00001 PUCKETT MACHINERY COMPAN P05C5686565 00198679 19004714 REPR PTS U#14956 HEALTH	05/15/20	277047	98.54-
00001 PUCKETT MACHINERY COMPAN CRJ288063 00198679 19004882 CREDIT INV#P05R05198708	05/15/20	277047	14.61

PUCKETT MACHINERY COMPAN			
Sum			344.26-
00001 PUCKETT RENTS 759469-0001 00198498 19004687 SIDEWALK STUMPS PUB WORKS	05/15/20	277048	719.94-

PUCKETT RENTS			
Sum			719.94-
00001 RED BUD SUPPLY INC 166677 00198399 19004729 HAND SANITIZER CONST COVID-19	05/15/20	277049	222.27-

RED BUD SUPPLY INC			
Sum			222.27-
00001 REGIONS CARDHOLDER SERVI 7079 4/30/20 00199003 19004932 ZOOM VIDEO CONF SERVICE	05/15/20	277051	58.84-
00001 REGIONS CARDHOLDER SERVI 7079 4/30/20 00199081 19004933 SITE LOCK CENSUS WEBSITE	05/15/20	277051	2.99-
00001 REGIONS CARDHOLDER SERVI 7079 4/30/20 00198750 19004934 GOTOMEETING SUBSCRIPT COVID19	05/15/20	277051	204.77-
00001 REGIONS CARDHOLDER SERVI 7079 4/30/20 00198535 19004935 FACE MASKS CITY EMP COVID-19	05/15/20	277051	2,990.00-
00001 REGIONS CARDHOLDER SERVI 7079 4/30/20 00198761 19004936 TACTICAL PANTS ASST CHF SEALY	05/15/20	277051	83.97-
00001 REGIONS CARDHOLDER SERVI 7079 4/30/20 00198766 19004937 INSTALL EQUIP PROJECT NOLO	05/15/20	277051	4,125.00-
00001 REGIONS CARDHOLDER SERVI 7079 4/30/20 00198536 19004938 FACE MASKS CITY EMP COVID-19	05/15/20	277051	4,950.00-

00001	REGIONS	CARDHOLDER	SERVI	7079	4/30/20	00198637	19004939	GUIDELINE BOOK LAND CODE	05/15/20	277051	58.40-
00001	REGIONS	CARDHOLDER	SERVI	7079	4/30/20	00198849	19004940	CERTIF RNWL MITCHELL LDC	05/15/20	277051	100.00-
00001	REGIONS	CARDHOLDER	SERVI	7079	4/30/20	00198363	19004941	N 95 MASKS COVID-19 PUB WORKS	05/15/20	277051	531.00-
00001	REGIONS	CARDHOLDER	SERVI	7079	4/30/20	00198628	19004942	CLOROX WIPES CITY EMP COVID19	05/15/20	277051	1,077.60-
00001	REGIONS	CARDHOLDER	SERVI	CREDIT	PO#19	00198535	19004943	TYLER TECH CONF CREDIT BERCH	05/15/20	277051	975.00
00001	REGIONS	CARDHOLDER	SERVI	CREDIT	PO#19	00198535	19004944	TYLER TECH CONF CR VARI INDIV	05/15/20	277051	1,950.00
00001	REGIONS	CARDHOLDER	SERVI	CREDIT	PO#19	00198766	19004945	TYLER CONF CREDIT CHILDRESS	05/15/20	277051	1,250.00
00001	REGIONS	CARDHOLDER	SERVI	CREDIT	PO#19	00198766	19004946	APA CONF CREDIT MILES	05/15/20	277051	495.00
00001	REGIONS	CARDHOLDER	SERVI	CREDIT	PO#1	00198766	19004947	APA CONF CREDIT K JORDAN	05/15/20	277051	760.00
00001	REGIONS	CARDHOLDER	SERVI	CREDIT	PO#19	00198766	19004948	EVAWI CONF REG CREDIT W HARPER	05/15/20	277051	100.00
00001	REGIONS	CARDHOLDER	SERVI	CREDIT	PO#19	00198536	19004949	TYLER CONF CREDIT VARI INDIV	05/15/20	277051	3,900.00
00001	REGIONS	CARDHOLDER	SERVI	CREDIT	PO#19	00198536	19004950	CONF REG CREDIT DRYDEN	05/15/20	277051	205.00
00001	REGIONS	CARDHOLDER	SERVI	CREDIT	PO#19	00198536	19004951	NAGC SCHOOL REG CREDIT BARKER	05/15/20	277051	795.00

REGIONS CARDHOLDER SERVI											
Sum											3,752.57-
00001	RICHARD & THOMAS, PLLC			040320		00199175	19004974	SRVS RAILRD PROP GRAVELINE ST	05/15/20	277052	375.00-

RICHARD & THOMAS, PLLC											
Sum											375.00-
00001	RICOH CORP			5059424281	G	00199006	19004764	PRODUCTION PRINTER CHARGES	05/15/20	277053	644.94-
00001	RICOH CORP			5059468097		00199089	19004869	COPIER 4/20 PLANNING DIV	05/15/20	277053	55.77-
00001	RICOH CORP			5059467767		00199153	19004964	COPIER 4/2020 LAND CODE	05/15/20	277053	102.69-

RICOH CORP											
Sum											803.40-
00001	RIVERLAND TECHNOLOGIES L			55827		00198991	19004852	LICENSE PLATE READER REPAIR	05/15/20	277054	2,300.00-

RIVERLAND TECHNOLOGIES L											
Sum											2,300.00-
00001	RJ YOUNG COMPANY			INV3639396		00198976	19004725	COPIER 3/28-4/27 DETECTIVES	05/15/20	277055	487.60-
00001	RJ YOUNG COMPANY			INV3506980		00196349	19004812	CANON COPIER TRAFF/CONST DEPT	05/15/20	277055	3,796.00-
00001	RJ YOUNG COMPANY			INV3646286		00199124	19004886	COPIER 4/5-5/4/20 CITY CLERK	05/15/20	277055	204.00-
00001	RJ YOUNG COMPANY			INV3384606		00199141	19004958	COPIER 10/16-11/15/19 MPO DIV	05/15/20	277055	174.00-
00001	RJ YOUNG COMPANY			INV3529795		00199141	19004959	COPIER 1/16-2/15/2020 MPO DIV	05/15/20	277055	174.00-

RJ YOUNG COMPANY											
Sum											4,835.60-
00001	RJM MCQUEEN CONTRACTING			2141		00198622	19004988	PINEHILL DR DRNGE IMPRVMENTS	05/15/20	277056	27,793.20-

RJM MCQUEEN CONTRACTING											
Sum											27,793.20-
00001	ROBINSON ELECTRIC SUPPLY			4102-422183		00196956	19004681	ELEC SUPP MECH SHOP LIFTS	05/15/20	277057	933.55-
00001	ROBINSON ELECTRIC SUPPLY			4102-422184		00197208	19004682	ELEC SUPP MECH SHOP WELD MACH	05/15/20	277057	117.94-

ROBINSON ELECTRIC SUPPLY											
Sum											1,051.49-
00001	ROGERS, KEVIN			TITLE OPINIO		00199084	19004874	TITLE OPINIONS (8) LAND CODE	05/15/20	277058	2,000.00-

ROGERS, KEVIN											
Sum											2,000.00-

00001 ROPER SUPPLY CO LLC	52359	00196891 19004720	SPEAKERS POLICE STOCK	05/15/20	277059	1,397.50-
00001 ROPER SUPPLY CO LLC	52423	00196891 19004721	PUSH BUMPERS POLICE STOCK	05/15/20	277059	689.50-

ROPER SUPPLY CO LLC						
Sum						2,087.00-
00001 ROTO-ROOTER	103770761	00197235 19004684	CLEAR DRAIN #8 FIRE STA	05/15/20	277060	198.50-

ROTO-ROOTER						
Sum						198.50-
00001 SACKS OUTDOOR SUPPLY	1182	00196624 19004670	UNIFORM SHOES MCLEMORE POLICE	05/15/20	277061	149.99-
00001 SACKS OUTDOOR SUPPLY	1183	00196693 19004671	CLOTH ALLOW ROBINSON POLICE	05/15/20	277061	499.00-
00001 SACKS OUTDOOR SUPPLY	1184	00198066 19004672	CLOTH ALLOW RUPLE/BYRD/SMITH	05/15/20	277061	414.86-
00001 SACKS OUTDOOR SUPPLY	1185	00198883 19004673	BDU'S POLICE STOCK	05/15/20	277061	929.70-
00001 SACKS OUTDOOR SUPPLY	1188	00197124 19004824	UNIFORM BOOTS WYNN POLICE	05/15/20	277061	200.00-

SACKS OUTDOOR SUPPLY						
Sum						2,193.55-
00001 SANSOM EQUIPMENT CO	62230	00198700 19004791	REPR PTS VARI SANIT UNITS	05/15/20	277062	2,790.85-
00001 SANSOM EQUIPMENT CO	62231	00198701 19004922	REPR PTS U#20072 SANIT	05/15/20	277062	3,025.08-
00001 SANSOM EQUIPMENT CO	62234	00198726 19004923	REPR PTS U#20072 SANIT	05/15/20	277062	3,576.82-

SANSOM EQUIPMENT CO						
Sum						9,392.75-
00001 SCOTT, CLYDE C INSURANCE	35534	00198993 19004774	MTRCYCLE INS 5/2020-5/2021(8)	05/15/20	277063	13,261.00-

SCOTT, CLYDE C INSURANCE						
Sum						13,261.00-
00001 SCOTTS HYDRAULIC SERVICE	41179	00199020 19004813	REPRS U#19948 SANIT	05/15/20	277064	108.25-

SCOTTS HYDRAULIC SERVICE						
Sum						108.25-
00001 SERVICE MASTER ACTION CL	121963	00198893 19004669	CLEAN ROOMS SUPER 8 COVID-19	05/15/20	277065	703.50-

SERVICE MASTER ACTION CL						
Sum						703.50-
00001 SHERWIN-WILLIAMS COMPANY	5273-5	00197881 19004802	FACE MASK POLICE DEPT	05/15/20	277068	73.23-
00001 SHERWIN-WILLIAMS COMPANY	5256-0	00197881 19004820	FACE MASK POLICE DEPT	05/15/20	277068	73.23-
00001 SHERWIN-WILLIAMS COMPANY	5272-7	00197881 19004821	CREDIT INV#5256-0	05/15/20	277068	73.23

SHERWIN-WILLIAMS COMPANY						
Sum						73.23-
00001 SHOWS DEARMAN & WAITS IN	21410	00199195 19004993	SRVS 706 N CHANCELLOR DRNGE	05/15/20	277070	2,932.50-
00001 SHOWS DEARMAN & WAITS IN	21409	00199196 19004994	SRVS RIDGEWAY LANE DRNGE	05/15/20	277070	3,042.50-

SHOWS DEARMAN & WAITS IN						
Sum						5,975.00-
00001 SIGNS FIRST	H-71929	00197415 19004798	DON'T BE A LITTERBURG SIGNS	05/15/20	277071	335.00-
00001 SIGNS FIRST	H-72117	00197411 19004808	VINYL LOGO FOR VARI FIRE UNTS	05/15/20	277071	285.30-

SIGNS FIRST						
Sum						620.30-

00001 SMITH BROS. COLLISION CN 10740(A)	00197416 19004853 REPRS U#20424 POLICE	05/15/20	277072	1,753.00-
00001 SMITH BROS. COLLISION CN 10740(B)	00198877 19004854 ADDL AMT DUE PO#197416	05/15/20	277072	91.70-

SMITH BROS. COLLISION CN				
Sum				1,844.70-
00001 SMITH, JIM SERVICES 90322	00198978 19004723 ICE MACHINE REPR SERVICE CNTR	05/15/20	277073	530.76-
00001 SMITH, JIM SERVICES 60696	00199002 19004771 A/C REPR DISPATCH OFFICE	05/15/20	277073	208.73-

SMITH, JIM SERVICES				
Sum				739.49-
00001 SOLAR SUPPLY INC 3427727	00198895 19004872 A/C FILTER ALL FIRE STATIONS	05/15/20	277074	553.54-

SOLAR SUPPLY INC				
Sum				553.54-
00001 SOUTHERN FINANCIAL SYSTE CMCHAT 4/1/2 02020547 19004748 POLICE FINES COLL.FEE		05/15/20	277076	20.00-
00001 SOUTHERN FINANCIAL SYSTE CMCHAT3 4/16 02020548 19004749 POLICE FINES COLL.FEE		05/15/20	277076	1,482.37-
00001 SOUTHERN FINANCIAL SYSTE CMCHAT2 4/16 02020549 19004750 POLICE FINES COLL.FEE		05/15/20	277076	201.50-

SOUTHERN FINANCIAL SYSTE				
Sum				1,703.87-
00001 SOUTHERN PINE ELECTRIC P 5/20 GENERAL 00202014 19004926 MNTHLY 5/20 PUBLIC SERVICES		05/15/20	277077	1,158.50-

SOUTHERN PINE ELECTRIC P				
Sum				1,158.50-
00001 SOUTHERN PINES ANIMAL SH COB-12 00199044 19004848 HANDLING/HOUSING 4/2020		05/15/20	277078	14,583.33-
00001 SOUTHERN PINES ANIMAL SH COB-13 00199044 19004849 HANDLING/HOUSING 5/2020		05/15/20	277079	14,583.33-

SOUTHERN PINES ANIMAL SH				
Sum				29,166.66-
00001 SOUTHERN TIRE MART LLC (2520032717 00198879 19004914 TIRES VARI UNITS PUBLIC WORKS		05/15/20	277081	2,632.00-

SOUTHERN TIRE MART LLC (				
Sum				2,632.00-
00001 SPIRE ENERGY 5/20 GENERAL 00202015 19004927 MNTHLY GAS-GENERAL		05/15/20	277082	1,814.51-

SPIRE ENERGY				
Sum				1,814.51-
00001 STANDARD OFFICE SUPPLY C 5200825-0 00198702 19004751 ACCTS PAYABLE CHECK ENVELOPES		05/15/20	277083	318.08-

STANDARD OFFICE SUPPLY C				
Sum				318.08-
00001 TMH 207495 00198920 19004668 INTERIM BILL FY 19 AUDIT		05/15/20	277087	45,000.00-

TMH				
Sum				45,000.00-
00001 TRANSUNION RISK AND ALTE 362606 4/01/ 00198982 19004772 ONLINE INVESTIGATION 3/2020		05/15/20	277089	535.20-
00001 TRANSUNION RISK AND ALTE 362606 5/01/ 00198982 19004773 ONLINE INVESTIGATION 4/2020		05/15/20	277089	328.00-

TRANSUNION RISK AND ALTE				
Sum				863.20-

00001 TRUCKPRO LLC	039-0677277	00197520 19004841	REPR PTS U#17838 FIRE DEPT	05/15/20	277090	60.29-
00001 TRUCKPRO LLC	039-0679631	00198559 19004842	REPR PTS U#18100 FIRE DEPT	05/15/20	277090	170.05-
00001 TRUCKPRO LLC	039-0677286	00197079 19004847	BRAKE KITS VARI SANIT UNITS	05/15/20	277090	4,478.52-

TRUCKPRO LLC						
Sum						4,708.86-
00001 TRUSTMARK NATIONAL BANK/	5/6/20	02020544 19004795	DEBT SERV INT PYMT DUE 6/1/20	05/06/20	10041	102,348.99-

TRUSTMARK NATIONAL BANK/						
Sum						102,348.99-
00001 TURNER SUPPLY COMPANY (H	3072848-00	00198886 19004685	DRILL BITS TRAFFIC DEPT	05/15/20	277091	42.00-

TURNER SUPPLY COMPANY (H						
Sum						42.00-
00001 UNIVERSITY TIRE & SERVIC	INV152106	00198417 19004814	TIRES U#9609 SANIT	05/15/20	277092	198.00-

UNIVERSITY TIRE & SERVIC						
Sum						198.00-
00001 WALTERS, ROCKY TYLER	TRAVEL REIMB	00199114 19004905	EXPNS MSFA RESCUE SURVIVAL	05/15/20	277093	230.00-

WALTERS, ROCKY TYLER						
Sum						230.00-
00001 WARREN PAVING INC	32448	00199048 19004912	CUSHED CONCRETE PUBLIC WORKS	05/15/20	277094	2,880.40-
00001 WARREN PAVING INC	30566	00197491 19004977	HOT ASPHALT VARI CITY LOC	05/15/20	277094	534.11-
00001 WARREN PAVING INC	30770	00197491 19004978	HOT ASPHALT VARI CITY LOC	05/15/20	277094	563.50-
00001 WARREN PAVING INC	31609	00197491 19004979	HOT ASPHALT VARI CITY LOC	05/15/20	277094	80.85-
00001 WARREN PAVING INC	199015.1	00199015 19004984	STRIPING MCINNIS STREET	05/15/20	277094	14,010.70-
00001 WARREN PAVING INC	199016.1	00199016 19004985	STRIPING LINCOLN ROAD	05/15/20	277094	16,619.90-
00001 WARREN PAVING INC	199017.1	00199017 19004986	STRIPING TUSCAN AVENUE	05/15/20	277094	12,678.60-
00001 WARREN PAVING INC	198885.1	00198885 19004991	PAVING 7TH STREET	05/15/20	277094	16,614.79-

WARREN PAVING INC						
Sum						63,982.85-
00001 WASTE MANAGEMENT OF SOUT	0012095-2526	00198869 19004711	RUBBISH DISPOSAL 4/1-15 SANIT	05/15/20	277095	1,881.00-

WASTE MANAGEMENT OF SOUT						
Sum						1,881.00-
00001 WASTE OIL COLLECTORS INC	0023722	00199074 19004880	WASTE OIL REMOVAL PUB WORKS	05/15/20	277096	80.00-

WASTE OIL COLLECTORS INC						
Sum						80.00-
00001 WATERS INTERNATIONAL TRU	08P884789	00198119 19004707	REPR PTS U#20070 SANIT	05/15/20	277097	99.08-
00001 WATERS INTERNATIONAL TRU	08P888340	00198427 19004708	REPR PTS U#14402 SANIT	05/15/20	277097	219.91-

WATERS INTERNATIONAL TRU						
Sum						318.99-
00001 WEBSTER ELECTRIC COMPANY	2829	00199018 19004818	REPAIR AIRPORT PAPI LIGHTS	05/15/20	277098	292.32-

WEBSTER ELECTRIC COMPANY						
Sum						292.32-
00001 98 WASTE LLC	2630	00199021 19004815	RUBBISH DISPOSAL 4/20 SANIT	05/15/20	277100	28,420.00-
00001 98 WASTE LLC	2631	00199021 19004816	RUBBISH DISPOSAL 4/20 SANIT	05/15/20	277100	385.00-

00001 98 WASTE LLC	2649	00199021 19004817 RUBBISH DISPOSAL PKS/REC	05/15/20	277100	5,285.00-
00001 98 WASTE LLC	2648	00199099 19004924 RUBBISH DISP 4/6-16 LAND CODE	05/15/20	277100	7,392.00-

98 WASTE LLC					
Sum					41,482.00-

Sum					1,922,232.26-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING MAY 15, 2020

Date - 05/13/20

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS & RECREATION FUND							
00002 AT&T MOBILITY	287273578351	00199142	19001149	WIRELESS SERV 4/20 PKS/REC	05/15/20	276938	502.29-
AT&T MOBILITY							
Sum							502.29-
00002 CITY OF HATTIESBURG FUND	TRF 1ST 5/20	02020550	19001139	TRF 1ST 5/20 PAYROLL	05/05/20	20009	67,600.32-
CITY OF HATTIESBURG FUND							
Sum							67,600.32-
00002 ELKINS WHOLESALE INC	416984 00 00	00199068	19001142	JANIT SUPP GRNDS MAINT	05/15/20	276972	916.46-
ELKINS WHOLESALE INC							
Sum							916.46-
00002 HAVARD PEST CONTROL INC	1591178	00020205	19001146	QTRLY SRV CAMERON CONCESSN	05/15/20	276989	48.00-
HAVARD PEST CONTROL INC							
Sum							48.00-
00002 JERRY'S AUTOMOTIVE REPAI	20493	00198508	19001143	REPRS U#11213 TRUCK	05/15/20	277000	154.05-
JERRY'S AUTOMOTIVE REPAI							
Sum							154.05-
00002 MS POWER COMPANY	5/20 PKS/REC	00202015	19001147	MNTHLY ELEC-PARKS & REC	05/15/20	277023	1,096.80-
MS POWER COMPANY							
Sum							1,096.80-
00002 MS TURF	311249	00198687	19001138	RESOD DOG PARK W PINE ST	05/15/20	277024	1,350.00-
MS TURF							
Sum							1,350.00-
00002 NEXT LEVEL CONSULTANTS,	05052020-001	00198452	19001140	FACE MASKS CITY EMP COVID-19	05/15/20	277030	5,000.00-
NEXT LEVEL CONSULTANTS,							
Sum							5,000.00-
00002 PHILLIPS BARK PROCESSING	136434	00197056	19001141	HARDWOOD MULCH GRNDS MAINT	05/15/20	277042	1,362.50-
PHILLIPS BARK PROCESSING							
Sum							1,362.50-
00002 REGIONS CARDHOLDER SERVI	7079 4/30/20	00198342	19001148	PPE SUPP CITY EMP COVID-19	05/15/20	277051	767.77-
REGIONS CARDHOLDER SERVI							
Sum							767.77-

00002 SHEFFIELD POTTERY, INC	163333	00196263 19001144 SENIOR POTTERY CLASS SUPPLIES	05/15/20	277066	330.70-

SHEFFIELD POTTERY, INC					330.70-
Sum					
00002 SPIRE ENERGY	5/20 PKS/REC	00202015 19001145 MNTHLY GAS-PARKS & REC	05/15/20	277082	20.00-

SPIRE ENERGY					20.00-
Sum					-----
Sum					79,148.89-

Date - 05/13/20

Check No.	Check Amount
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CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 05/13/20

PERIOD ENDING MAY 15, 2020

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount

PAYROLL FUND							
00006 COLEMAN, WILLIAM (REFUND 5/20		02020563	19000299	REFUND INS DREW BY ACH	05/13/20	60073	388.00-

COLEMAN, WILLIAM (REFUND							388.00-
Sum							
00006 JONES, ROBERT	PYBCK W/H AM	02020536	19000296	PAYBACK AMT W/H FOR UNIFORMS	05/05/20	60070	55.00-

JONES, ROBERT							55.00-
Sum							-----
Sum							443.00-

00009	CINTAS FIRST AID J71	5016680009	00198387	19001179	MASKS/GLOVES/WIPES COVID-19	05/15/20	276955	271.78-
00009	CINTAS FIRST AID J71	5017044928	00198387	19001180	NITRILE GLOVES COVID-19	05/15/20	276955	163.00-
00009	CINTAS FIRST AID J71	5016680077	00198374	19001226	WORK GROVES TRANS CREWS	05/15/20	276955	432.25-
00009	CINTAS FIRST AID J71	5017044929	00198949	19001229	GATORADE FOR WORK CREWS	05/15/20	276955	533.04-

CINTAS FIRST AID J71								
Sum								
00009	CITY OF HATTIESBURG FUND TRF 1ST 5/20	02020550	19001170	TRF 1ST 5/20	PAYROLL	05/05/20	90009	1,400.07-
								102,779.91-

CITY OF HATTIESBURG FUND								
Sum								
00009	CONSOLIDATED PIPE & SPLY 0402046-000-	00198318	19001157	PLUMB SUPP WAREHOUSE STOCK		05/15/20	276962	102,779.91-
00009	CONSOLIDATED PIPE & SPLY 0402044-000-	00198318	19001158	PLUMB SUPP WAREHOUSE STOCK		05/15/20	276962	1,440.48-
00009	CONSOLIDATED PIPE & SPLY 0402504-000-	00198748	19001172	PLUMB SUPP TRANS DEPT STOCK		05/15/20	276962	432.00-
								3,223.08-

CONSOLIDATED PIPE & SPLY								
Sum								
00009	CORE & MAIN (HD SUPPLY W M264624	00198736	19001202	PLUMB SUPP SEWER WAREHOUSE		05/15/20	276964	5,095.56-
								4,170.74-

CORE & MAIN (HD SUPPLY W								
Sum								
00009	DOLEAC ELECTRIC CO INC 19TCCS-X3	00194284	19001195	GENERATOR REPR TURTLE CRK CRS		05/15/20	276970	4,170.74-
00009	DOLEAC ELECTRIC CO INC 19SLS-X2	00194513	19001196	GENERATOR REPR RAILROAD AVE		05/15/20	276970	6,190.00-
00009	DOLEAC ELECTRIC CO INC 19ELPSX1	00195841	19001197	GENERATOR REPR E LAUREL STA		05/15/20	276970	11,330.00-
00009	DOLEAC ELECTRIC CO INC 19USM4-X1	00197157	19001198	GENERATOR REPR USM 4TH ST		05/15/20	276970	3,204.00-
00009	DOLEAC ELECTRIC CO INC 19WBD-X1	00197158	19001199	GENERATOR REPR WTR BILLING		05/15/20	276970	1,607.15-
								752.65-

DOLEAC ELECTRIC CO INC								
Sum								
00009	EQUIPMENT INC 161000876	00195106	19001183	HYD BREAKER W/NAIL POINT SWR		05/15/20	276975	23,083.80-
								7,750.80-

EQUIPMENT INC								
Sum								
00009	HATTIESBURG HYDRAULICS I 83441	00198696	19001177	REPR PTS U#18556 PLANT		05/15/20	276988	7,750.80-
								314.93-

HATTIESBURG HYDRAULICS I								
Sum								
00009	L & A CONTRACTING CO 483-158	00198954	19001159	AERATOR MNT 4/5-19 LAGOONS		05/15/20	277003	314.93-
								42,353.82-

L & A CONTRACTING CO								
Sum								
00009	MILLS & SCANLON, P.A. 1292-0006M S	00199122	19001210	SRVS PETAL SEWER RATE		05/15/20	277017	42,353.82-
00009	MILLS & SCANLON, P.A. 1292-0011M S	00199122	19001211	SRVS SEWER CONTRACTS		05/15/20	277017	100.00-
								1,624.00-

MILLS & SCANLON, P.A.								
Sum								
00009	MORGAN, C J INC 2020031	00198867	19001154	WTR REPRS 2/17-3/31 VARI LOC		05/15/20	277019	1,724.00-
00009	MORGAN, C J INC 2020028	00198867	19001155	WTR REPRS GRACE TEMPLE RENTAL		05/15/20	277019	159,708.20-
								7,022.00-

MORGAN, C J INC								
Sum								
								166,730.20-

00009 MS POWER COMPANY	5/20 W&SO&M	00202015 19001214 MNTHLY ELEC-W&SO&M	05/15/20	277023	30,749.03-

MS POWER COMPANY					
Sum					30,749.03-
00009 NEWELL PAPER COMPANY	4081625	00198891 19001178 PAPER TOWELS WTR PLANT	05/15/20	277029	71.68-

NEWELL PAPER COMPANY					
Sum					71.68-
00009 OFFICE DEPOT INC	2359831928	00194756 19001160 OFFICE SUPP WTR PLANT	05/15/20	277032	326.99-
00009 OFFICE DEPOT INC	404274888001	00194756 19001161 OFFICE SUPP WTR PLANT	05/15/20	277032	152.99-
00009 OFFICE DEPOT INC	404274888002	00194756 19001162 OFFICE SUPP WTR PLANT	05/15/20	277032	152.99-

OFFICE DEPOT INC					
Sum					632.97-
00009 PATTERSON AUTO ELECTRIC	80302	00198776 19001188 REPRS U#15775 TRANS	05/15/20	277038	1,473.74-
00009 PATTERSON AUTO ELECTRIC	80526	00198894 19001189 REPRS U#15775 TRANS	05/15/20	277038	415.95-
00009 PATTERSON AUTO ELECTRIC	80498	00199030 19001218 REPRS U#13511 TRANS	05/15/20	277038	806.46-
00009 PATTERSON AUTO ELECTRIC	80536	00198656 19001219 REPRS U#21152 SEWER	05/15/20	277038	300.96-
00009 PATTERSON AUTO ELECTRIC	80528	00198792 19001220 REPRS U#13176 SEWER	05/15/20	277038	665.39-
00009 PATTERSON AUTO ELECTRIC	80537	00198635 19001222 REPRS U#13176 SEWER	05/15/20	277038	717.52-
00009 PATTERSON AUTO ELECTRIC	80479	00199096 19001223 REPRS U#21382 TRANS	05/15/20	277038	300.00-

PATTERSON AUTO ELECTRIC					
Sum					4,680.02-
00009 PEARL RIVER VALLEY EPA (5/20 W&SO&M		00202015 19001215 MNTHLY 5/20 PUBLIC SERVICES	05/15/20	277039	7,443.44-

PEARL RIVER VALLEY EPA (					
Sum					7,443.44-
00009 PETRO AUTOMOTIVE GROUP	6177491	00198774 19001153 REPRS U#19751 WTR BILLING	05/15/20	277040	216.43-

PETRO AUTOMOTIVE GROUP					
Sum					216.43-
00009 PUCKETT RENTS	761186-0001	00199024 19001201 CHOPSAW BLADES SEWER DEPT	05/15/20	277048	318.50-

PUCKETT RENTS					
Sum					318.50-
00009 RICOH CORP	5059424281 W	00199006 19001171 PRODUCTION PRINTER CHARGES	05/15/20	277053	271.28-

RICOH CORP					
Sum					271.28-
00009 RJM MCQUEEN CONTRACTING	2142	00199128 19001203 SWR REPR S TIPTON & GEORGE	05/15/20	277056	12,517.30-
00009 RJM MCQUEEN CONTRACTING	2143	00199128 19001204 SWR REPR HILLSIDE DR & 29TH	05/15/20	277056	7,576.50-
00009 RJM MCQUEEN CONTRACTING	2144	00199128 19001205 SWR REPR AMEN & TIMBERTON	05/15/20	277056	4,299.00-
00009 RJM MCQUEEN CONTRACTING	2145	00199128 19001206 SWR REPR J ED TURNER/FAIRWAY	05/15/20	277056	12,560.38-
00009 RJM MCQUEEN CONTRACTING	2146	00199151 19001221 APRIL PUMPIING SEWER DEPT	05/15/20	277056	13,919.00-

RJM MCQUEEN CONTRACTING					
Sum					50,872.18-

00009 SOUTHERN PINE ELECTRIC P 5/20 W&SO&M	00202014 19001212 MNTHLY 5/20 PUBLIC SERVICES	05/15/20	277077	226.53-
00009 SOUTHERN PINE ELECTRIC P 5/20 GENERAL	00202014 19001225 MNTHLY 5/20 PUBLIC SERVICES	05/15/20	277077	684.30-

SOUTHERN PINE ELECTRIC P				
Sum				
00009 SOUTHERN PIPE & SUPPLY C 4112317-00	00198781 19001163 PLUMB SUPP SEWER DEPT	05/15/20	277080	910.83-
				23.50-

SOUTHERN PIPE & SUPPLY C				
Sum				
00009 SOUTHERN TIRE MART LLC (2520030970	00198857 19001174 FORKLIFT TIRE PLT #1	05/15/20	277081	23.50-
00009 SOUTHERN TIRE MART LLC (2520033939	00199144 19001224 TIRE U#18564 SEWER	05/15/20	277081	278.95-
				148.00-

SOUTHERN TIRE MART LLC (				
Sum				
00009 SPIRE ENERGY	5/20 W&SO&M 00202015 19001213 MNTHLY GAS-W&SO&M	05/15/20	277082	426.95-
				20.00-

SPIRE ENERGY				
Sum				
00009 WRIGHT, J H & ASSOCIATES 419913	00194702 19001207 RPLCMNT PUMP ELKS LAKE RD	05/15/20	277099	20.00-
00009 WRIGHT, J H & ASSOCIATES 421803	00194702 19001208 RPLCMNT PUMP AVE B LIFT STA	05/15/20	277099	3,547.00-
00009 WRIGHT, J H & ASSOCIATES 422801	00195118 19001209 RPLCMNT PUMP HWY 49 LS	05/15/20	277099	1,750.00-
				2,100.00-

WRIGHT, J H & ASSOCIATES				
Sum				
				7,397.00-

Sum				
				485,414.15-

Date - 05/13/20

Check
Amount

91,667.00-

91,667.00-

228,000.00-

228,000.00-

319,667.00-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date

- 05/13/20

PERIOD ENDING MAY 15, 2020

Vendor

Invoice
NumberPurchase
OrderClaims
NumberItem
DescriptionCheck
DateCheck
No.Check
Amount

WATER & SEWER FUND

00011 COOPER, BLANCHE

METER DEP RF 02020555 19000478 METER DEPOSIT REFUND

05/15/20

276963

75.00-

COOPER, BLANCHE

Sum

75.00-

00011 TALBOTS INC

WTR OVRPMT R 02020537 19000469 WATER OVERPAYMENT REFUND

05/15/20

277084

466.30-

TALBOTS INC

Sum

466.30-

Sum

541.30-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 05/13/20

PERIOD ENDING MAY 15, 2020

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
POLICE FORFEITURES FUND							
00019 TOSHIBA BUSINESS SOLUTIO	513129	00199148	19000039	COPIER 3/20-4/20 COMM RELA	05/15/20	277088	297.62-
TOSHIBA BUSINESS SOLUTIO							
Sum							297.62-
Sum							297.62-

Date - 05/13/20

Check No.	Check Amount
220002	1,000.00-
	1,000.00-
	1,000.00-

Date - 05/13/20

Check No.	Check Amount
--------------	-----------------

Date - 05/13/20

Check
Amount

152,652.00-

152,652.00-

17,079.50-

169,731.50-

Date - 05/13/20

Check No.	Check Amount
--------------	-----------------

Date - 05/13/20

Check No.	Check Amount
--------------	-----------------

Date - 05/13/20

Check
Amount

4,647.50-

4,647.50-

4,647.50-

00073 THERMO KING OF JACKSON I 3128492	00195169 19000309 ENGINE U#16234 BUS	05/15/20	277085	1,916.61-
00073 THERMO KING OF JACKSON I 4138746	00196092 19000311 A/C REPAIR U#16761 BUS	05/15/20	277085	4,801.17-

THERMO KING OF JACKSON I				6,717.78-
Sum				1,565.82-
00073 UNIVERSITY TIRE & SERVIC INV152656	00199040 19000314 TIRES U#19535 & U#20584	05/15/20	277092	1,565.82-

UNIVERSITY TIRE & SERVIC				1,565.82-
Sum				-----
Sum				60,155.98-

00077 LEE, ANGEL (REFUND)	CULTURAL CEN 02020527 19000267	DAMAGE DEPOSIT REFUND	05/15/20	277008	250.00-

LEE, ANGEL (REFUND)					250.00-
Sum					100.00-
00077 LOUSTALOT, FLEETWOOD (RE SHERRILL CEN 02020527 19000265	DAMAGE DEPOSIT REFUND		05/15/20	277011	100.00-

LOUSTALOT, FLEETWOOD (RE					100.00-
Sum					35.80-
00077 MCELHANEY PLUMBING INC	284152	00198854 19000271	PLUMB SUPP SIGLER CNTR DRAIN	05/15/20	277015

MCELHANEY PLUMBING INC					35.80-
Sum					1,735.88-
00077 MS POWER COMPANY	5/20	COMM CN 00202015 19000282	MNTHLY ELEC-COMM CENTERS	05/15/20	277023

MS POWER COMPANY					1,735.88-
Sum					44.36-
00077 SOLAR SUPPLY INC	3427401	00198464 19000270	ELEC SUPP SHERRILL CNTR A/C	05/15/20	277074

SOLAR SUPPLY INC					44.36-
Sum					301.40-
00077 SPIRE ENERGY	5/20	COMM CN 00202015 19000280	MNTHLY GAS-COMM CENTERS	05/15/20	277082

SPIRE ENERGY					301.40-
Sum					100.00-
00077 THOMAS, ELIZABETH (REFUN SIGLER CENTE 02020527 19000268	DAMAGE DEPOSIT REFUND		05/15/20	277086	100.00-

THOMAS, ELIZABETH (REFUN					100.00-
Sum					-----
Sum					35,036.79-

Date - 05/13/20

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
SPEC SALES TAX-P&R/UNIV IMPROV							
00086 NEEL-SCHAFFER INC	1064529	00199170	19000086	SRVS 3/20 HHS SOFTBALL FIELD	05/15/20	277028	590.64-
00086 NEEL-SCHAFFER INC	1063882	00199171	19000087	SRVS 2/20 HHS SOFTBALL FIELD	05/15/20	277028	2,389.04-
NEEL-SCHAFFER INC							
Sum							2,979.68-
00086 SHERWIN-WILLIAMS COMPANY	5960-7	00197966	19000084	PAINT SUPP HBRG ARTS CENTER	05/15/20	277067	404.10-
00086 SHERWIN-WILLIAMS COMPANY	5959-9	00198294	19000085	PATCH/SKIM FRONT WALLS ART CN	05/15/20	277067	175.57-
SHERWIN-WILLIAMS COMPANY							
Sum							579.67-
Sum							3,559.35-

Date - 05/13/20

Check
Amount

52,067.82-

52,067.82-

52,067.82-

3,687,646.97-



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, May 19, 2020

Re: Acknowledge receipt of a permanent sidewalk and water meter easement from 100 Huevos De Raton, LLC(Raising Canes) for a portion of Forrest County Parcel No. 2-028L-07-162.00
File Number: 2020-338
Minute Book #

Summary

Acknowledge receipt of Permanent Access Easement from 100 Huevos de Raton, LLC (Raising Canes).

Recommendation Statement

Please place this on the May 19, 2020 City Council meeting for consideration.

Grantee, prepared by and return to:City of HattiesburgDepartment of EngineeringP. O. Box 1898Hattiesburg, MS 39403-1898**Phone:** (601)-545-4540**Account No.****Grantor Address:**100 Huevos de Raton, LLC910 S. Acadian ThruwayBaton Rouge, LA 70806**Phone:** (225) 927-3760**Business No.****PERMANENT ACCESS EASEMENT****INDEXING INSTRUCTIONS:**

**Part of Block 25 and part of vacated North
37th Avenue located in the Pine Crest Second
Survey, City of Hattiesburg, Forrest County,
Mississippi in Plat Book 5 at page 19**

City of Hattiesburg
Engineering Department
County Tax Parcel No.: 2-028L-07-162.00

THE STATE OF MISSISSIPPI

County of Forrest

City of Hattiesburg

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, including the benefits to be derived herefrom, the receipt and sufficiency of which is hereby acknowledged, I/we, the undersigned (the "Grantor"), hereby grant, bargain, sell, and convey unto the City of Hattiesburg, Mississippi, a municipal corporation (the "City"), a **Permanent Access Sidewalk Easement** and a **Permanent Access Water Meter Easement** over, across and upon a parcel of real property, (individually and respectively, the "Sidewalk Easement Area" and the "Meter Easement Area", and collectively, the "Easement Areas") situated and located in the City of Hattiesburg, County of Forrest, State of Mississippi.

SEE EXHIBIT A FOR LEGAL DESCRIPTIONS

The purpose of said Sidewalk Easement Area is to allow for pedestrian traffic and disabled persons sufficient access as laid out in the Americans with Disabilities Act (Section 4.3 Accessible Routes). The purpose of said Meter Easement Area is to allow for employees or representatives of the City sufficient access to the water meter on the real property for the purpose(s) of taking readings or providing service or maintenance thereto, which shall be at the City's sole cost and expense.

The City herein is given full rights to do whatever may be reasonably necessary and proper for the enjoyment of the access easements granted herein, including the right of ingress and egress and the right to clear said Sidewalk Easement Area of selected vegetation such as shrubs, trees, and other vegetation, change of grade, installation and/or removal of pavements and any other structure named herein or otherwise as may be necessary to

maintain a said Sidewalk Easement Area. Notwithstanding anything herein to the contrary, the City is not being given the right to use or enjoy either of the Easement Areas in a way that materially adversely impacts Grantor. The City will maintain the Sidewalk Easement Area at its sole cost and expense and restore any damage to the Easement Areas or Grantor's adjacent property caused by this action or the City's use of the Easement Areas.

It is understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed sidewalk, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness signature this the 14th day of May A.D., 2020

100 HUEVOS DE RATON, LLC,
a Delaware limited liability company

By: Heston Loren Capital Partners, LLC,
a Delaware limited liability company,
and Manager of 100 Huevos de Raton, LLC

By: 
Robert Daigrepont, Jr.
Chief Executive Officer

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, on this 14th day of May, 2020, did personally appear Robert Daigrepont, Jr., as Chief Executive Officer of Heston Loren Capital Partners, LLC, a Delaware limited liability company, which limited liability company is the Manager of **100 HUEVOS DE RATON, LLC**, a Delaware limited liability company, who acknowledged this instrument and stated that he executed same, in such capacities, on behalf of said limited liability company.

Kimberly V. Bedgood (NOTARY PUBLIC)
State of Louisiana

(SEAL)

KIMBERLY V. BEDGOOD
NOTARY PUBLIC ID #138667
STATE OF LOUISIANA
MY COMMISSION IS FOR LIFE

My commission expires: for life



EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT AREA

DESCRIPTION OF SIDEWALK EASEMENT 1:

A sidewalk easement being 7 feet in width, situated in Lots 4, 5, and 6 of Pine Crest 2nd Survey, Forrest County, Mississippi, being more particularly described as:
Beginning at a found concrete marker at the Southwest Corner of said Lot 6; thence run N89°46'05"W 25.33 Feet along the Northern Right-of-Way of Hardy Street; thence run N00°12'36"W 7.00 Feet; thence run S89°52'42"E 175.00 Feet; thence run S00°15'23"E 7.00 Feet; thence run N89°53'49"W 149.67 Feet along said Right-of-Way back to the POINT OF BEGINNING. Containing 1,229 Square Feet or 0.03 Acres, more or less.

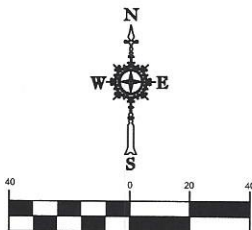
DESCRIPTION OF UTILITY EASEMENT 2:

A utility easement, situated in Lots 4, 5, and 6 of Pine Crest 2nd Survey, Forrest County, Mississippi, being more particularly described as:
Commencing at a found concrete marker at the Southwest Corner of said Lot 6; thence run N89°46'05"W 25.33 Feet along the Northern Right-of-Way of Hardy Street; thence run N00°12'36"W 7.00 Feet; thence run S89°52'42"E 114.09 Feet to the POINT OF BEGINNING; thence run N00°06'11"E 5.00 Feet; thence run S89°52'42"E 10.00 Feet; thence run S00°06'11"W 5.00 Feet; thence run N89°52'42"W 10.00 Feet back to the POINT OF BEGINNING. Containing 50 Square Feet or 0.001 Acres, more or less.

**PLAT OF EASEMENT FOR:
QUALITY RESTAURANT CONCEPTS, LLC
P.I.D.# 2-028L-07-162.00
HARDY STREET
SECTION 7, TOWNSHIP 4 NORTH,
RANGE 13 WEST
FORREST COUNTY, MISSISSIPPI**

LEGEND:

- - VARIOUS LIGHT POLES
- - POWER POLES
- - POWER LINE
- - CHAIN LINK FENCE
- - WOODEN FENCE
- - PINE TREE
- - LIVE OAKS AND WHITE OAKS TREE
- - CREPE MYRTLE



CLASS "B" SURVEY
1 inch = 40 ft.
DATE SURVEYED: MARCH 2020

DESCRIPTION OF SIDEWALK EASEMENT 1:

A sidewalk easement being 7 feet in width, situated in Lots 4, 5, and 6 of Pin Crest 2nd Survey, Forrest County, Mississippi, being more particularly described as:
Beginning at a found concrete marker at the Southwest Corner of said Lot 6; then run N89°46'05"W 25.33 Feet along the Northern Right-of-Way of Hardy Street; then run N00°12'36"W 7.00 Feet; then run S89°52'42"E 175.00 Feet; then run S00°15'23"E 7.00 Feet; then run N89°53'49"W 149.67 Feet along said Right-of-Way back to the POINT OF BEGINNING.
Containing 1,229 Square Feet or 0.03 Acres, more or less.

DESCRIPTION OF UTILITY EASEMENT 2:

A utility easement, situated in Lots 4, 5, and 6 of Pin Crest 2nd Survey, Forrest County, Mississippi, being more particularly described as:
Commencing at a found concrete marker at the Southwest Corner of said Lot 6; then run N89°46'05"W 25.33 Feet along the Northern Right-of-Way of Hardy Street; then run N00°12'36"W 7.00 Feet; then run S89°52'42"E 114.09 Feet to the POINT OF BEGINNING; then run N00°06'11"E 5.00 Feet; then run S89°52'42"E 10.00 Feet; then run S00°06'11"W 5.00 Feet; then run N89°52'42"W 10.00 Feet back to the POINT OF BEGINNING.
Containing 50 Square Feet or 0.001 Acres, more or less.

NOTES:

- 1) BEARINGS REFERENCED TO GRID NORTH DETERMINED BY GPS SURVEY USING REAL TIME NETWORK SYSTEM.
- 2) COORDINATES SHOWN ARE REFERENCED TO MISSISSIPPI STATE PLANE COORDINATES EAST ZONE, NAD 83(2011).
- 3) SUBSURFACE, ENVIRONMENTAL CONDITIONS AND FLOOD ZONES WERE NOT EXAMINED OR CONSIDERED AS PART OF THIS SURVEY.
- 4) SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- 5) RIGHT-OF-WAY FOR HARDY STREET IS BASED UPON FOUND MONUMENTATION.
- 6) ALL PINS SET ARE 1/2"x18" CAPPED REBAR (COA S-55) WITH A GUARD STAKE UNLESS NOTED.

POINT OF BEGINNING-EASEMENT 1

LAT-N31°19'30.0860" = GEOGRAPHIC COORDINATES IN
LONG-W89°20'39.3133" LATITUDE AND LONGITUDE

N-664118.9020 = STATE PLANE COORDINATES IN
E-824714.0470 US SURVEY FEET

CONVERGENCE FROM GRID NORTH TO TRUE NORTH = (-0°15'58")
COMBINED SCALE FACTOR = 0.99997915 GROUND TO GRID

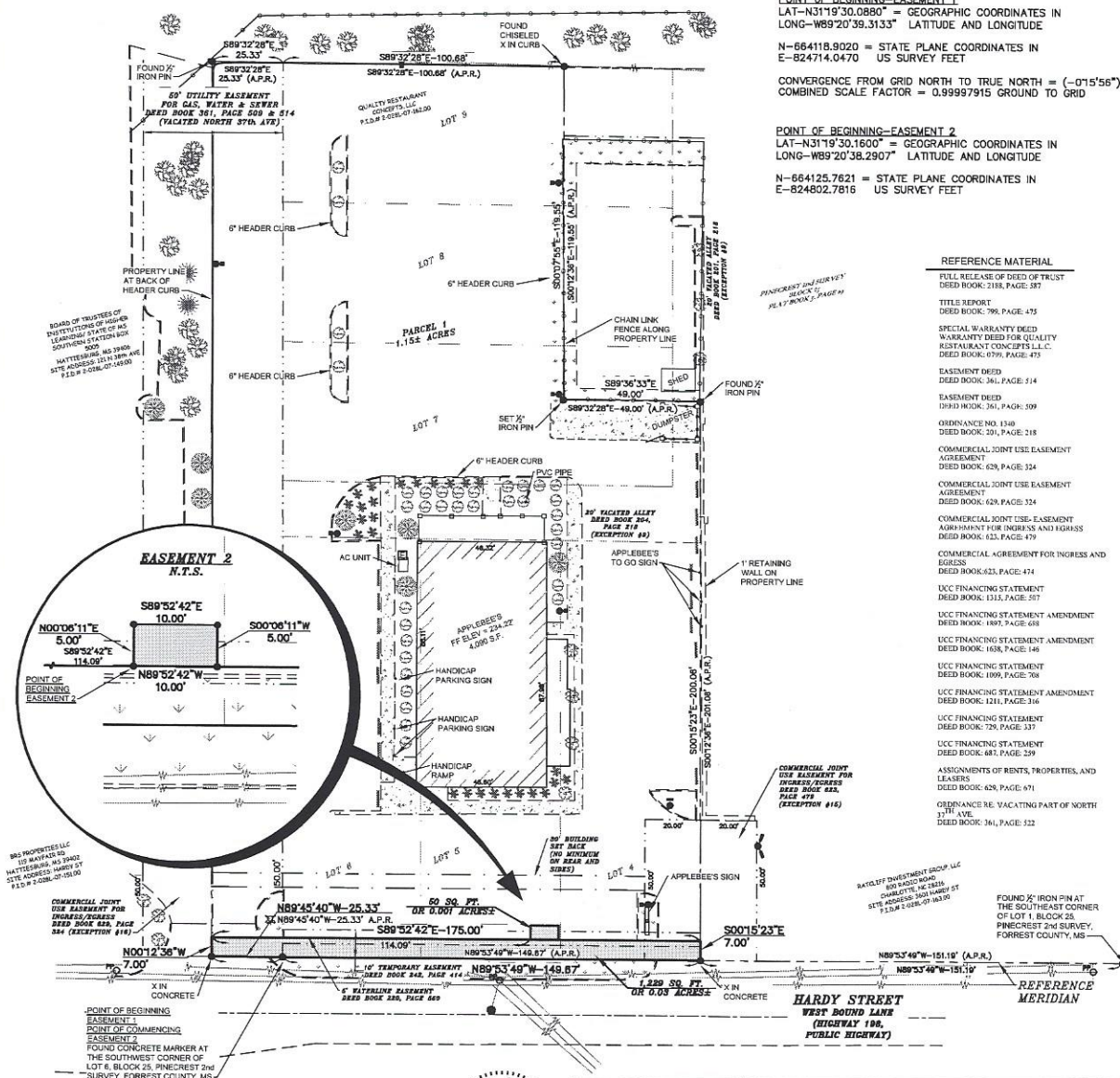
POINT OF BEGINNING-EASEMENT 2

LAT-N31°19'30.1600" = GEOGRAPHIC COORDINATES IN
LONG-W89°20'38.2907" LATITUDE AND LONGITUDE

N-664125.7621 = STATE PLANE COORDINATES IN
E-824802.7816 US SURVEY FEET

REFERENCE MATERIAL

- FULL RELEASE OF DEED OF TRUST
DEED BOOK: 218, PAGE: 387
- TITLE REPORT
DEED BOOK: 796, PAGE: 473
- SPECIAL WARRANTY DEED
WARRANTY DEED FOR QUALITY
RESTAURANT CONCEPTS, LLC
DEED BOOK: 0799, PAGE: 473
- EASEMENT DEED
DEED BOOK: 361, PAGE: 514
- EASEMENT DEED
DEED BOOK: 361, PAGE: 509
- ORDINANCE NO. 1348
DEED BOOK: 201, PAGE: 218
- COMMERCIAL JOINT USE EASEMENT
AGREEMENT
DEED BOOK: 629, PAGE: 324
- COMMERCIAL JOINT USE EASEMENT
AGREEMENT
DEED BOOK: 629, PAGE: 324
- COMMERCIAL JOINT USE EASEMENT
AGREEMENT
DEED BOOK: 623, PAGE: 479
- COMMERCIAL AGREEMENT FOR INGRESS AND
EGRESS
DEED BOOK: 623, PAGE: 474
- UCC FINANCING STATEMENT
DEED BOOK: 1213, PAGE: 587
- UCC FINANCING STATEMENT AMENDMENT
DEED BOOK: 1897, PAGE: 688
- UCC FINANCING STATEMENT AMENDMENT
DEED BOOK: 1639, PAGE: 146
- UCC FINANCING STATEMENT
DEED BOOK: 1899, PAGE: 786
- UCC FINANCING STATEMENT AMENDMENT
DEED BOOK: 1211, PAGE: 316
- UCC FINANCING STATEMENT
DEED BOOK: 729, PAGE: 337
- UCC FINANCING STATEMENT
DEED BOOK: 687, PAGE: 239
- ASSIGNMENTS OF RENTS, PROPERTIES, AND
LEASES
DEED BOOK: 629, PAGE: 671
- ORDINANCE RE. VACATING PART OF NORTH
17TH AVE.
DEED BOOK: 361, PAGE: 522



PROFESSEES LLC
110 MAYHARD RD
WATKINSVILLE, MS 39092
SITE ADDRESS: 1001 HARDY ST
P.I.D.# 2-028L-07-162.00

COMMERCIAL JOINT
USE EASEMENT FOR
DRINKING FOUNTAIN
DEED BOOK 629, PAGE
324 (EXCEPTION #18)

POINT OF BEGINNING
EASEMENT 1
POINT OF BEGINNING
EASEMENT 2
FOUND CONCRETE MARKER AT
THE SOUTHWEST CORNER OF
LOT 6, BLOCK 25, PINCREST 2ND
SURVEY, FORREST COUNTY, MS



B. Aron Chesney 4/17/2020

B. Aron Chesney, MISSISSIPPI PLS # 02768
Batson and Brown, Inc.
4347 Old Spanish Trail
Gautier, MS 39553
228-522-6353

**PLAT OF EASEMENT FOR:
QUALITY RESTAURANT CONCEPTS, LLC
HARDY STREET**

BATSON AND BROWN, INC. CONSULTING ENGINEERS

□ GAUTIER □ LUCEDALE □ PASCAGOULA, MISSISSIPPI

DRAWN BY: TARRIN TELEPHONE 228-522-6353
CHECKED BY: BAC 4347 OLD SPANISH TRAIL FAX 228-522-6403
DRAWING#: 46296-EASEMENT GAUTIER, MS 39553 EMAIL: engineering@batsonandbrown.com