



**Tuesday, June 2, 2020
4:00 PM**

**City Council
Tuesday Meeting Agenda**

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

Public Hearing

- 1. 2020-363** Hold public hearing for appeal filed by P&L Rental LLC, Agustina & Oscar Leal, Owners, to appeal the Hattiesburg Historic Conservation Commission's Denial of the petition filed by P&L Rental LLC to paint exterior brick at 512 6th Ave. The HHCC Denied on March 11, 2020.

Call to Order

Call to Prayer and Pledge of Allegiance

Citizens' Forum

Presentation Agenda

POLICY AGENDA

- 1. 2020-361** Approve the minutes for the May 14 & 19, 2020 meetings of the City Council.
- 2. 2020-364** Approve or Deny the petition filed by filed by P&L Rental LLC, Agustina & Oscar Leal, Owners, to paint exterior brick at 512 6th Ave (W4); Hattiesburg Historic Conservation Commission voted to Deny on March 11, 2020.
- 3. 2020-354** Approve amended Citizen Participation Plan for the Community Development Division.
- 4. 2020-350** Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}
- 5. 2020-340** Approve language services contract with Interpreters and Translators, Inc. for Telephonic Interpreting Services for the City of Hattiesburg and authorize the Mayor to execute in duplicate.

- 6. 2020-355** Approve lighting agreement with Mississippi Power for additional lighting at 106 Southview for a monthly cost of \$12.40; Authorize Mayor to execute.
- 7. 2020-356** Approve lighting agreement with Mississippi Power for additional lighting at Dumas Avenue between Barry St and J C Killingsworth for a monthly cost of \$24.80; Authorize Mayor to execute.
- 8. 2020-341** Adopt a Resolution setting Public Hearing on Tuesday, July 7, 2020 at 4:00 p.m. in the Jackie Dole Sherrill Community Center to determine if certain properties are in such a state of uncleanness 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.
- 9. 2020-358** Adopt a Resolution authorizing Requisition No. 65 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.
- 10. 2020-360** Adopt a Resolution declaring certain vehicles as surplus (per attached memo) and authorize sale of said vehicles at auction and remove from the City's inventory of the Department of Water and Sewer.
- 11. 2020-362** Adopt a Resolution declaring surplus a certain parcel of city-owned real estate at the corner of East 4th Street and Nora Street and authorize disposition by auction via GovDeals.
- 12. 2020-353** Acknowledge receipt of a Deed of Dedication from The Met Apartments, LLC for a portion of a parcel of property located in Lamar County and fully described in the attached exhibit and survey as Lake Forgetful Road; Accept said parcel known as Lake Forgetful Road for public use and maintenance.
- 13. 2020-351** Acknowledge bids received May 7, 2020 for the Duncan Lake Trail Extension Project and accept the bid from RJM McQueen Contracting, Inc. in the amount of \$155,330.00 for the base bid and \$117,427.50 for additive alternate #1; Authorize Mayor to execute contracts upon preparation.
- 14. 2020-365** Authorize Mayor to accept warranty deed and quitclaim deed for a certain property, fully described in the attached documents and approved at MB 2020-87-88, acquired for the Hardy Street / Green Street Roundabout Project; Authorize payment to the Seller for pro-rated property taxes in the amount of \$493.86 on said property; and Authorize issuance of manual checks in payment for said property.

- 15. 2020-344** Ratify and Confirm the Mayor's appointment of Michael Marks (W5) to the Hattiesburg Tourism Commission for a period beginning June 2, 2020 and ending June 1, 2025.

- 16. 2020-349** Ratify and confirm the Mayor's appointment of Shawn Lowrey (W4) to the Hattiesburg Tourism Commission to fill the unexpired term of Torsky Williams, for a term beginning June 2,2020 and ending October 16, 2022.

- 17. 2020-352** Ratify and confirm the Mayor's appointment of Robin Roberts to the Forrest County Industrial Park Commission for a five (5) year term beginning June 2, 2020 and ending June 1, 2025.

- 18. 2020-359** Ratify and confirm the Mayor's appointment of Morgan C. Willis to the Forrest County Industrial Park Commission to fill the unexpired term of Wyche McMullan, for a term beginning June 2, 2020 and ending June 15, 2021.

- 19. 2020-342** Ratify and confirm the Mayor's re-appointment of Jerome Brown (W1) to the Forrest County Industrial Park Commission for a term beginning June 2,2020 and ending June 1, 2023.

ROUTINE AGENDA

- 1. 2020-345** Ratification of a submitted grant application to the AARP 2020 Community Challenge Grant Program, for sidewalks and landscaping along J.C. Killingsworth Drive and Eastside Avenue, for a total project cost of \$310,000.

- 2. 2020-346** Ratification of the submitted grant application to the Federal Emergency Management Agency (FEMA) FY 2020 Assistance to Firefighters Grant Program – COVID-19 Supplemental, for the purchase of personal protective equipment in response to the COVID-19 public health emergency; for a total project cost of \$18,921.10 (\$17,201.00 federal share and \$1,720.10 local share).

- 3. 2020-347** Ratification of the submitted grant application to the Federal Emergency Management Agency (FEMA) FY 2019 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program, to fund 12 additional firefighter positions for three years, at a total project cost of \$1,705,298.04 (\$1,051,600.46 federal share and \$653,697.58 local share).

- 4. 2020-348** Ratification of a submitted grant application to the Mississippi Department of Wildlife, Fisheries, and Parks (MDWFP) Land and Water Conservation Fund Program, to help fund property acquisition and development of Midtown Green Park, for a total project cost of \$1,010,000 (\$495,000 federal share and \$515,000

local share).

5. **2020-357** Approve Plans and Specifications for the C. E. Roy Pathway Project and authorize advertisement for bids.
6. **2020-339** Approve the sale of grave spaces per attached, Memo's, Receipts, and Deeds.
7. **2020-343** Approve claims docket for the period ending May 31, 2020.

In Memoriam:

- **Mrs. Carol Hickman**

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc: Andrew Ellard, Director

Date: Tuesday, June 2, 2020

Re: Hold public hearing for appeal filed by P&L Rental LLC, Agustina & Oscar Leal, Owners, to appeal the Hattiesburg Historic Conservation Commission's Denial of the petition filed by P&L Rental LLC to paint exterior brick at 512 6th Ave. The HHCC Denied on March 11, 2020.
File Number: 2020-363
Minute Book #

Summary

Hold Appeal Hearing – Hattiesburg Historic Conservation Commission (HHCC) - 512 6th Ave. paint exterior brick, Ward 4

Recommendation Statement

Hold Appeal Hearing – Hattiesburg Historic Conservation Commission (HHCC) - 512 6th Ave. paint exterior brick, Ward 4

Please place this on the June 2, 2020 City Council meeting for consideration.



Send to:
Ginger Maddox, Planning Manager
Dept. of Urban Development
P.O. Box 1898
Hattiesburg, MS 39403
601.554.1031 or fax 601.545.1962

**REQUEST TO APPEAL HISTORIC CONSERVATION COMMISSION
DECISION**

Today's Date:	03/12/2020
Historic Conservation Commission Meeting Date:	03/11/2020
<i>(Appeals must be made within 10 consecutive days of the decision)</i>	
Name of Property Owner/Petitioner:	P & L Rental LLC / AGUSTINA LEAL
Name of Person Requesting Appeal Hearing:	AGUSTINA LEAL & OSCAR LEAL
Mailing Address of Person Requesting Appeal Hearing:	203 Southampton Rd Hattiesburg, MS 39401
Address of Petitioned Property:	512 6th Ave. Hattiesburg MS 39401
Petitioner's Request of the Historic Commission:	PAINT exterior brick of the house
Historic Commission's Decision:	Approve ☐ or Deny ☒

I/We hereby APPEAL the Historic Conservation Commission Decision for the above referenced petition and request to hold a Public Hearing before the Hattiesburg City Council.

Agustina Leal
Petitioner (signature)

Petitioner (signature)

PUBLIC HEARING

NOTICE is hereby given that an application has been filed by P&L Rental LLC, Agustina & Oscar Leal, Owners, to appeal the decision made March 11, 2020, by the Hattiesburg Historic Conservation Commission regarding the request to paint exterior brick at 512 6th Ave.

After hearing the Hattiesburg Historic Conservation Commission's vote that the request be DENIED, with P&L Rental LLC, Agustina & Oscar Leal, being aggrieved with the decision, filed a request for hearing before the Mayor and City Council of the City of Hattiesburg, as provided by law.

NOW, THEREFORE, NOTICE IS GIVEN that a public hearing in relation to the petition as hereinabove set forth will be held at 4:00 p.m., Tuesday, June 2, 2020, in the Jackie Dole Sherrill Community Center, 220 W. Front Street, Hattiesburg, Mississippi, at which time and at which said hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 7th day of May, 2020.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton /s/
CITY CLERK

(SEAL)

Publish (1) Thursday, May 14, 2020
City of Hattiesburg
Return PROOF to City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Lisa Luu
cc: Ronda Cole, Clerk of Council
Date: Tuesday, June 2, 2020
Re: Approve the minutes for the May 14 & 19, 2020 meetings of the City Council.
File Number: 2020-361
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 June 2, 2020 City Council meeting for consideration.

Published Agenda



**Wednesday,
March 25, 2020
3:30 PM**

**City Council
Special Called Meeting Agenda**

**Council Chambers
200 Forrest Street**

Call to Order

Declaration of Special Called Meeting

1. **2020-220** Resolution by the City Council of the City of Hattiesburg, Mississippi to temporarily forego Monday agenda review meetings and also hold regular meetings and special called council meetings as may be necessary in the Jackie Dole Sherrill Community Center and for related purposes.

Meeting Recess

Declaration of Special Called Meeting and Call to Order

BE IT REMEMBERED that the **Special Called meeting of the Hattiesburg City Council was held at 2:30 p.m. Thursday, May 14, 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 (via teleconference); Carter Carroll, Ward 3; Mary Dryden, Ward 4 (via teleconference); 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; City staff members; media; and the public.

Council President Carroll Called the meeting to order.

Agenda Items

1.

2020-237

Adopt an ordinance temporarily amending the geographic area and boundaries of the leisure and recreational districts within the corporate boundaries of the City of Hattiesburg, Mississippi; and for related purposes.
- Attachments:

City Wide to go cup Ordinance

Exhibit 1-6 Legal Descriptions

A MOTION was made by Council Member George and seconded by Council Member Brown to Adopt an Ordinance (#3274) temporarily amending the geographic area and boundaries of the leisure and recreational districts within the corporate boundaries of the City of Hattiesburg, Mississippi; and for related purposes.

Council President Carroll stated that the Ordinance to be effective immediately.

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

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

Nays: 0

Recess

By unanimous consent, Council President Carroll declared the **meeting recessed at 2:34 p.m., this 14th day of May, 2020.**

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

Call to Order

BE IT REMEMBERED that the **regular meeting of the Hattiesburg City Council was held at 4:00 p.m. Tuesday, May 19, 2020**, in the 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:

- Roslyn Connor, 905 Railroad St.

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 Member Brown to Add Routine Item #6 at the request of the Administration as follows:

1. **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.

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. **2020-317** Approve the minutes for the May 5, 2020 meeting of the City Council.

Attachments: 5-5-2020 Mins.

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve the minutes for the May 5, 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. 2020-316 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.

Attachments: Request for Adjudication 5 19 2020

1. 902 Louise Street

2. 1708 Louise Street

3. 119 W. 8th Street

4. 508 Buschman Street

5. 2203 Quinn Street

6. 702 S. 22nd Avenue

7. 201 S. 23rd Avenue

8. 1002 Butler Avenue

9. 100 Claiborne Avenue

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Adopt Resolutions (#2020-61-69) 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

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.

Attachments: Resolution of City Council to hold council meetings at Jackie Dole

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Adopt a Resolution (#2020-70) 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.

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

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)

Attachments: Resolution Series 2020 Note Sale

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Adopt Resolution (#2020-71) 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).

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

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

Nays: 0

5. **2020-334** 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.

Attachments: Wis PAK 2020 FP Res
 Wis-Pak Filing Fee
 WIs Pak Freeport App 2020

A MOTION was made by Council Member George and seconded by Council Member Brown to Adopt a Resolution (#2020-72) 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.

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. **2020-330** 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.

Attachments: Project Resolution Requisition 2016 Bonds No. 64
 2016 Bond Resolution No. 64

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Adopt a Resolution (#2020-73) 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.

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. **2020-323** 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.

Attachments: SDW Supplemental Agreement No. 1

A MOTION was made by Council Member George and seconded by Council Member Brown to 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.

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. 2020-319** 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.

Attachments: MS Power-220-223 Dossett Ave

A MOTION was made by Council Member Brown and seconded by Council Member George to 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.

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. 2020-325** Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {Entitlement CDBG/HOME}

Attachments: Manual Check Memo 05192020
 LuMar Development_05192020
 Hollimon Construction_051972020
 BCS_104 Donald_Bathroom_05192020
 BCS_104 Donald_Testing_05192020

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {Entitlement CDBG/HOME}.

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. 2020-320** 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.

Attachments: Bethley - 1215 Hall Ave - ppin 022074

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to 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.

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. 2020-321** 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.

Attachments: Alfreda J Lindsey - 1301 Hall Ave - ppin 022051

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

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

- 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.

Attachments: Resolution-Midtown Park-LWCF Grant May 2020

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to 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 (RES#2020-74).

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. 2020-324** 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.

Attachments: HBG-SOG-3-28-0031-028-2020-Grant Agreement – unsigned

A MOTION was made by Council Member Brown and seconded by Council Member George to 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.

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. 2020-329** 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.

Attachments: Recommendation Ltr
Certified Bid Tab

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to 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.

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

- 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.

Attachments: 15025.02_Smoke Evac Recommendation Letter_11MAY20

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

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

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

Nays: 0

- 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.

Attachments: MEMO- Emergency Purchase-Mask COVID-19
Invoice & PO-Mask

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

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

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

Nays: 0

- 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.

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Extend state of emergency for an additional 30 days resulting from the pandemic event (COVID_19) that occurred on or about March 13, 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

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.

Attachments: 1273-W015_Notice of Public Hearing

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to 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.

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

ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

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

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

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

Nays: 0

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

Attachments: Library Audit 2019

2. **2020-327** Acknowledge Proof of Publications for the month of April 2020.

Attachments: Proof of Publication Hub City Spokes April 2020

3. **2020-328** Approve plans and specifications for the Sullivan Park Splash Pad project; Authorize advertisement for bids.

Attachments: 15629_Plans_FINAL
15629_OPC_SullivanSplash_5-13-20
15629_SullivanSplash_ContractDocs_FINAL

4. **2020-293** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

Attachments: Memo's (05-19-2020)
Receipts (05-19-2020)
Deeds (05-19-2020)

5.

2020-273

Approve claims docket for the period ending May 15, 2020.

Attachments: [Docket 5-15-20](#)
[Addendum to the claims docket - 5-19-2020](#)
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

Attachments: [Permanent Access Easement](#)

In Memoriam:

A MOTION was made by Council Vice President Dryden to Adjourn the meeting in memory of:

- 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
- Ms. Mary Ross Daniels
- Ms. Marilyn Lightsey
- Mr. William Scarborough

Meeting Adjourn

By unanimous consent, Council President Carroll declared the **meeting adjourned at 4:19 p.m., this 19th 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: Ginger Lowrey, Planning Administrator

cc: Andrew Ellard, Director

Date: Tuesday, June 2, 2020

Re: Approve or Deny the petition filed by filed by P&L Rental LLC, Agustina & Oscar Leal, Owners, to paint exterior brick at 512 6th Ave (W4); Hattiesburg Historic Conservation Commission voted to Deny on March 11, 2020.
File Number: 2020-364
Minute Book #

Summary

Hattiesburg Historic Conservation Commission (HHCC) – 512 6th Ave. paint exterior brick, Ward 4

Recommendation Statement

Approve or Deny the petition filed by filed by P&L Rental LLC, Agustina & Oscar Leal, Owners, to paint exterior brick at 512 6th Ave

Please place this on the June 2, 2020 City Council meeting for consideration.

Hattiesburg Historic Conservation Commission

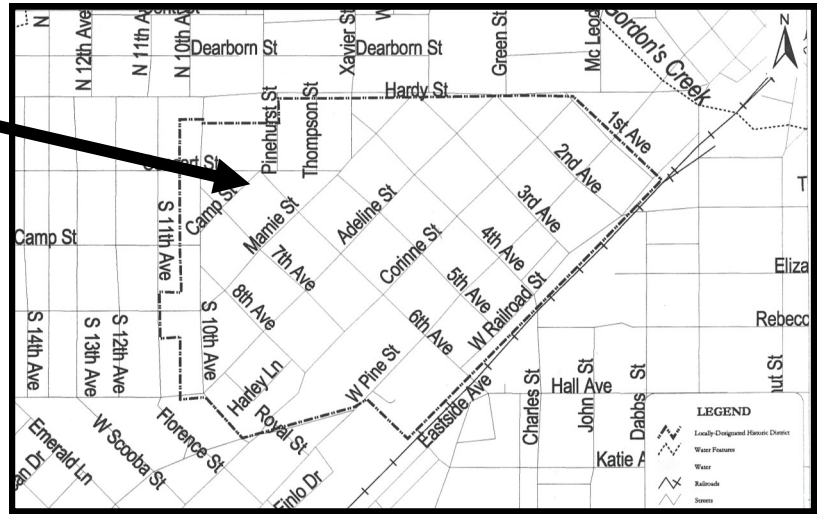
Application Data Sheet—Item 3

Historic District: The Oaks

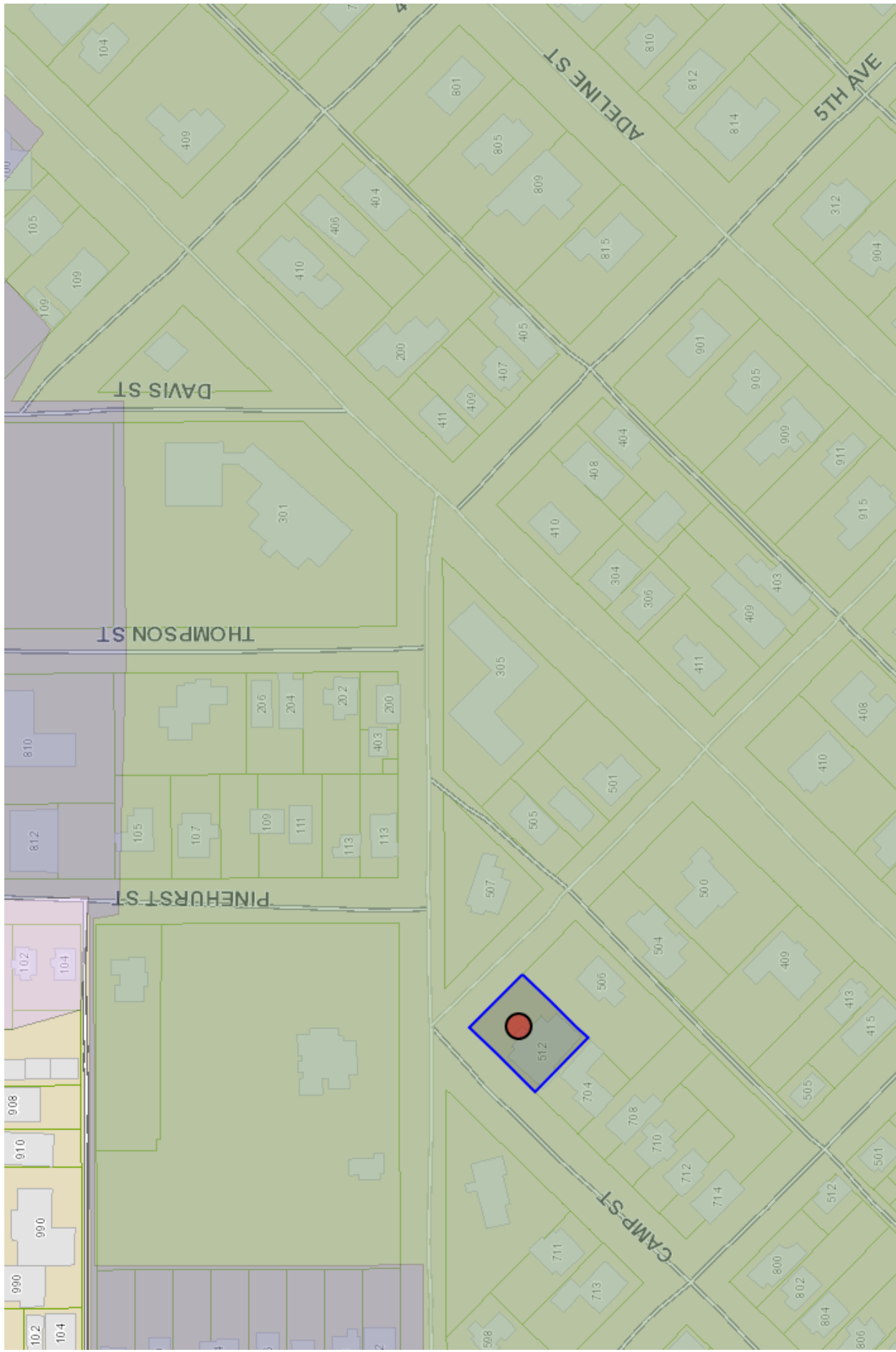
Address: 512 6th Ave.

Significance: Non-Contributing
(incorrect construction date)

Construction Date: c1940



512 6th Ave.



Adjacent Properties





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

HISTORIC RESOURCES INVENTORY

THE OAKS DISTRICT

1. a. Property name, historic

b. Property name, common

House

2. Property address / descriptive location

512 6th Avenue
Hattiesburg, MS 39401

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

NE 20' of NW $\frac{1}{2}$ Lot 14 and all NW $\frac{1}{2}$ Lot 15 & 16 Blk. Q
Block 00Q
Kamper & Whinnery Ext. 2

4. Former / historic use(s)

Residence

5. Present use

Residence

6. Significant persons, events or themes associated with property

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

8. Date of construction

☒ estimated

☐ documented

1972

9. Date(s) of historic changes, if any

☐ moved

☐ enlarged / altered

10. Architect

☐ documented ☐ attributed

11. Builder / contractor

☐ documented ☐ attributed

12. Brief description

One-story traditional house with multiple gable roofs and boxed eaves. The entrance porch takes on the form of a portico and is supported on slender columns. The symmetrical facade has 8/8 double-hung windows. There is a garage on the rear.

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

14. MDAH Inventory Code

15. County

FORREST

16. City or town

HATTIESBURG

☐ vicinity of

17. Was interior surveyed?

No

18. Survey seq. no.

598

19. Ownership

☐ federal

☐ state

☐ county

☐ city

☐ quasi-public agency

☐ non-profit organization

☒ private

20. USGS quadrangle map

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

22. Condition

☒ excellent

☐ good

☐ fair

☐ deteriorated

☐ ruins

☐ no visible remains

☐ incorporated into later structure

23. Post-historic changes and dates

24. Principal materials

Walls: Brick Veneer

Roof: Shingle/Asb.

25. Architectural character or style

Traditional

THIS SECTION FOR MDAH USE ONLY

26. Category

27. Functional type

28. Registration status and dates

☐ NHL

☐ listed NR

☐ in NR district

☐ federal DOE

☐ state landmark

☐ local landmark

☐ in local district

☐ HABS / HAER

29. If located in historic district

a. Name of district

b. Rating

☐ pivotal

☐ contributing

☐ marginal

☐ noncontributing

☐ intrusion

c. District element number



30. Architectural or historical importance, if any

This house appears to have no histroical significance.

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

35. Owner's name and address (see instructions)

Mary Elizabeth Faulkner Mapp
P.O. Drawer 110
Hattiesburg, MS 39401

32. Additional remarks or continuation of other sections

36. Photographer or photo source

Robert J. Cangelosi, Jr.

37. Photo roll and frame number(s)

2296-28

38. Photo date

25 May 1990

33. Sources of information

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

39. Inventory form completed by
(name and organization)

Robert J. Cangelosi, Jr.
Koch and Wilson Architects

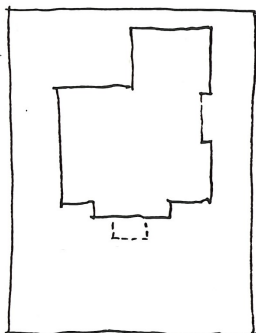
40. Survey project name

1990 Hattiesburg Survey

41. Date form completed

June 29, 1990

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



512 6TH AVE.

THIS SECTION FOR MDAH USE ONLY

42. Other information in HPD files

43. Evaluation

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

b. Area(s) of significance

c. Evaluated by

d. Date of evaluation

Application for a Certificate of Appropriateness
to Hattiesburg Historic Conservation Commission
for a proposed exterior change to a property within designated historic districts

Historic District _____
Property address: 512 6TH AVE, HATTIESBURG MS 39401
Present zoning: _____

Office Use Only

Received _____

Complete _____

HHCC review _____

Action _____

Applicant: P & L RENTAL LLC
Address: 203 SOUTHAMPTON RD
HATTIESBURG, MS 39401
Phone: 601-818-9359

Owner: SAME
Address: SAME
Phone: SAME

Signature and permission of Applicant / date:

Agustino Penu / 02/24/20

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

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

Proposed starting date: ASAP

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

PAINT EXTERIOR BRICKS - A LOT OF
THE HOUSES AROUND THE NEIGHBORHOOD
ARE PAINTED AND WE BELIEVE THE
HOUSE WILL LOOK MORE ATTRACTIVE.

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

Incomplete applications will not be reviewed by the commission.

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

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

- ☐ Demolition and Relocation

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

Project photos from 2-21-20



**MINUTES OF THE MEETING OF THE
HATTIESBURG HISTORIC CONSERVATION COMMISSION**

Wednesday, March 11, 2020

The Hattiesburg Historic Conservation Commission met February 12, 2020, at 12:00 p.m. in the Dining Room of the Jackie Dole Sherrill Community Center, 220 W. Front St., Hattiesburg, Mississippi. Tom Boldo presided as Chair.

Commissioners present: Tom Boldo, Chair
Mary Halliwell
Rion Snowden
Glenn Nees
Patti Mowery
Michael Anderson
Cory Ferraez

Commissioners absent: Margaret Dwight Shelton
Glenn Nees

Staff present: Russell Archer, Historic Preservation Planner
Ginger Lowrey, Planning Manager
Wiley Quinn, Manager, Code Enforcement Division
Andy Parker, City Arborist

Staff absent: Andrew Ellard, Director of Urban Development

AGENDA

There came the matter of the agenda for the meeting of March 11, 2020. A motion was made by Commissioner Mowery and seconded by Commissioner Snowden to approve the agenda as submitted. The motion carried.

MINUTES

There came the matter of the minutes for the February, 2020, meeting. Commissioner Mowery asked for a correction to page two of the minutes: where the second public hearing item reads 3003 S. 24th Ave., it should read 303 S. 24th Ave. A motion was made by Commissioner Halliwell and seconded by Commissioner Mowery that the minutes be approved with the specified correction. The motion carried.

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Charles Westfall, Owner, requesting approval to construct a storage shed at 202 S 23rd Ave. in the Parkhaven Historic District.

	<u>Name</u>	<u>Title</u>
Presented by:	Charles Westfall	Owner/Applicant
Others to speak:	none	

- Discussion and Vote**

Commissioner Halliwell asked the applicant if he would consider using horizontal siding rather than board and batten. The applicant indicated that he was agreeable to the suggestion.
- Motion:**

Approve the application provided that horizontal siding is utilized rather than the proposed board and batten siding.
- Motion made by:**

Mary Halliwell
- Motion seconded by:**

Patti Mowery
- Commissioners voting aye:**

All present and voting
- Commissioners voting nay:**

None
- Commissioners abstaining:**

None

The motion carried.

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Ronda Norris, Owner, requesting approval for a new deck and carport and new exterior doors at 507 Newman St. in the Newman-Buschman Historic District.

	<u>Name</u>	<u>Title</u>
Presented by:	Ronda Norris	Owner/Applicant
Others to speak:	Jacob Burns	Parkhaven Resident

- Discussion and Vote**

Commissioner Mowery recommended that lap siding, such as Hardi-board, be installed in the area of the back wall that is currently without siding. Commissioner Halliwell recommended that French Doors with divided lights be used at the rear deck area rather than sliding glass doors. Several commissioners inquired about whether or not the code required a railing around the deck. Staff reported that the height of the deck would need to be verified and, if it exceeded 30” then a railing would be required.
- Motion:**

Approve the following work items from the original application: front door replacement, enclosing the remaining eaves where rafter tails are exposed, new carport (provided that the roof line falls below the existing eaves of the house), French Doors at the rear with divided lights, and construction of new deck; approve the following work item as an addendum to the original application: enclosing the remaining eaves where rafter tails are now exposed; approve the following work items via email to allow for additional specifications to be submitted: rear siding and deck railing.
- Motion made by:**

Rion Snowden
- Motion seconded by:**

Patti Mowery

Commissioners voting aye: All present and voting
Commissioners voting nay: None
Commissioners abstaining: None

The motion carried.

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by P&L Rental, LLC, Owner, requesting approval to paint exposed brick at 512 6th Ave. in the Oaks Historic District.

	<u>Name</u>	<u>Title</u>
Presented by:	Agustina Pesci Leal	Owner/Applicant
Others to speak:	Martha Williams	Resident of the Oaks District

Discussion and Vote Commissioner Boldo stated that the HHCC had previously denied a request to paint exposed brick based upon the recommendations and cautions outlined in the Design Guidelines Manual, and he was not inclined to vote for the request at hand. Several Commissioners agreed with Commissioner Boldo and inquired about the possibility of removing the paint safely, without harming the brick. Staff shared that more research would be necessary to determine if the paint could safely be removed. Commissioner Anderson stated that the painting of the brick constituted a change in the architectural character of the house and that he was not in favor of the change, based upon the recommendations outlined in the Design Guidelines Manual.

Motion: Deny the application as submitted based upon the recommendations outlined in the Design Guidelines Manual, pertaining to brick maintenance and pertaining to the retention of architectural character.

Motion made by: Tom Boldo
Motion seconded by: Michael Anderson

Commissioners voting aye: Tom Boldo, Michael Anderson, Rion Snowden, Patti Mowery, Mary Halliwell
Commissioners voting nay: Cory Ferraez
Commissioners abstaining: None

The motion carried.

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Jacob Burns, Owner, requesting approval for exterior renovations at 202 S. 20th Ave. in the Parkhaven Historic District.

	<u>Name</u>	<u>Title</u>
Presented by:	Jacob Burns	Owner/Applicant
Others to speak:	none	

Discussion and Vote Commissioner Anderson stated that he was in favor of the new proposed front walkways. Commissioner Halliwell stated that she was not in favor of replacing several of the original windows, especially with modern windows that don’t replicate the character or configuration of the original windows. The applicant stated that he would be willing to install windows with simulated divided lights in order to replicate the original window configurations, including the two windows underneath the front porch which are 15/15 double-hung wood sash, but he would prefer 4/1 windows in the bedrooms. Commissioner Mowery expressed concern over the proposed replacement columns for the front porch and she recommended using simple box columns. Commissioner Halliwell expressed concern over the style of the proposed replacement front door. The applicant stated that he would be willing to look at other options but only those with no lights/glazing.

Motion: Approve the following components of the original application: replacement window for kitchen, additional replacement windows with simulated divided lights to match the original configuration, replacement windows for bedroom area with 4/1 configuration, new front walkway; deny the proposed front porch columns; approve 8x8 straight box columns; deny proposed front door and request resubmittal to the Historic Planner for a possible electronic vote.

- Motion made by:** Rion Snowden
- Motion seconded by:** Mary Halliwell
- Commissioners voting aye:** All present and voting
- Commissioners voting nay:** None
- Commissioners abstaining:** None

The motion carried.

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Sarah Greer, Owner, requesting approval for a new carport at 506 Rebecca Ave. in the Hattiesburg Historic Neighborhood District.

	<u>Name</u>	<u>Title</u>
Presented by:	Sarah Greer	Owner/Applicant
Others to speak:	Ronda Norris	Resident of the Hattiesburg Historic Neighborhood

Discussion and Vote Commissioner Anderson and Commissioner Halliwell expressed concerns over the exposed metal walls of the proposed carport structure. Options for covering the metal from the outside were discussed. Commissioner Snowden expressed concern over the asymmetric roof gable of the carport structure and suggested that the pitch be symmetric.

Motion: Approve the application provided that the roof has a symmetric gable pitch and provided that a wall is added on the Ronie Street side of the structure, and provided that exterior lap siding is used over the top of the metal to provide an appearance that is more in keeping with the residential character of the neighborhood.

Motion made by: Rion Snowden

Motion seconded by: Mary Halliwell

Commissioners voting aye: All present and voting

Commissioners voting nay: None

Commissioners abstaining: None

The motion carried.

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by James Miller, Owner, requesting approval for exterior renovations at 201 ½ E. 3rd St. in the North Main Historic District.

	<u>Name</u>	<u>Title</u>
Presented by:	James P. Miller, Jr.	Owner/Applicant
Others to speak:	none	

Discussion and Vote

Motion: Approve the application as submitted

Motion made by: Michael Anderson

Motion seconded by: Patti Mowery

Commissioners voting aye: All present and voting

Commissioners voting nay: None

Commissioners abstaining: None

The motion carried.

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed R&M Investments, Owner, requesting approval for exterior renovations at 2202 ½ Adeline St. in the Parkhaven Historic District.

	<u>Name</u>	<u>Title</u>
Presented by:	Michael Anderson	Owner/Applicant
Others to speak:	none	

Discussion and Vote Commissioner Mowery inquired about whether or not the deck would have a railing. The applicant stated that he was still undecided about installing a railing. Commissioner Mowery recommended installing a wood corner post at the front porch in the location where a wrought iron post was previously.

Motion: Approve the application provided that a wood porch post is installed at the front porch.

Motion made by: Patti Mowery

Motion seconded by: Mary Halliwell

Commissioners voting aye: All present and voting

Commissioners voting nay: None

Commissioners abstaining: None

The motion carried.

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by the City of Hattiesburg Urban Forestry Division, requesting to remove a tree from the right-of-way at 515 Bay St. in the Hattiesburg Historic Neighborhood District.

	<u>Name</u>	<u>Title</u>
Presented by:	Andy Parker	City Arborist
Others to speak:	none	

Discussion and Vote

Motion: Approve the application as submitted

Motion made by: Mary Halliwell

Motion seconded by: Michael Anderson

Commissioners voting aye: All present and voting

Commissioners voting nay: None

Commissioners abstaining: None

The motion carried.

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed the City of Hattiesburg Urban Forestry Division, requesting to remove a tree from the right-of-way at 307 6th Ave. in the Oaks Historic District.

	<u>Name</u>	<u>Title</u>
Presented by:	Andy Parker	City Arborist
Others to speak:	none	

Discussion and Vote

<u>Motion:</u>	Approve the application as submitted
<u>Motion made by:</u>	Mary Halliwell
<u>Motion seconded by:</u>	Michael Anderson
<u>Commissioners voting aye:</u>	All present and voting
<u>Commissioners voting nay:</u>	None
<u>Commissioners abstaining:</u>	None

The motion carried.

Other Business

There came the matter of the City Arborist’s report. Mr. Parker gave a report.

There came the matter of the Code Official’s report. Mr. Quinn gave a report.

There came the matter of the Coordinator’s report. Mr. Archer gave a report and provided the Commissioners with information regarding the upcoming “Preservation Boot Camp” to be held by the MS Department of Archives and History in Jackson.

There being no further business, upon motion duly made by Commissioner Anderson and seconded by Commissioner Halliwell, and unanimously approved, the meeting was adjourned at 2:10 p.m.

Respectfully submitted,

Tom Boldo, Chair

Russell Archer, Recording Secretary/ Historic Planner



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, June 2, 2020

Re: Approve amended Citizen Participation Plan for the Community Development Division.
File Number: 2020-354
Minute Book #

Summary

Approve amended Citizen Participation Plan for the Community Development Division

Recommendation Statement

I recommend approval of the amended Citizen Participation Plan

Please place this on the June 2, 2020 City Council meeting for consideration.



Citizen Participation Plan

**City of Hattiesburg, Mississippi
Department of Urban Development
Community Development Division
May 2020**

TABLE OF CONTENTS

- I. Introduction
- II. Federal Citizen/Resident Participation Requirements
- III. Stages of Citizen Participation in the Plan Development Process
- IV. Specific Policies and Procedures
- V. Public Notice
- VI. City of Hattiesburg Neighborhood Associations
- VII. Availability of Program Records and Information
- VIII. Amendments
- IX. Emergency Declarations and Waivers
- X. Definitions

I. INTRODUCTION

As an entitlement community, City of Hattiesburg is eligible to receive Community Development Block Grants (CDBG) and HOME Investment Partnerships Program (HOME) funds from the U.S. Department of Housing and Urban and Development (HUD). These funds are used to administer housing and community development grants and programs within the City. The goals of the CDBG and HOME Investment Partnerships programs are to develop viable urban communities through the provision of decent housing and economic opportunities for low- and moderate- income residents. Federal law requires the City to develop a detailed Citizen/Resident Participation Plan to describe the City's policies and procedures for public involvement in the use of CDBG and HOME funds. This Plan supersedes all other Citizen Participation Plans, which may have been adopted by the City of Hattiesburg.

Each Consolidated Plan must contain a strategy for citizen participation in the Consolidated Plan, Annual Action Plan and Assessment of Fair Housing. This document outlines the City of Hattiesburg's plan for soliciting and receiving input during preparation of the five year Consolidated Plan (CP), individual yearly Annual Action Plan (AAP), the Consolidated Annual Performance Evaluation Report (CAPER), and the Assessment of Fair Housing (AFH) during the applicable program years.

The Citizen Participation Plan (CPP) for the City of Hattiesburg was drafted in accordance with Sections 91.100 and 91.105 of HUD's Consolidated Plan regulations. The U.S. Department of Housing and Urban Development published a final rule at 24 CFR Part 5 regarding a grantee's obligation to Affirmatively Further Fair Housing (AFFH). The new rule sets forth a meaningful and transparent process to identify and understand local and regional fair housing issues and to set goals for improving fair housing choice and access to opportunity. Under the new rule, the citizen participation plan requirements at 24 CFR 91.105 for local governments have been revised to accommodate the new AFFH. The analysis undertaken pursuant to §5.154 requires consultation and community participation in the analysis of fair housing priorities and goals. Overall, the AFFH rule has revised the citizen participation process at 24 CFR 91.105(a)(1) and (a)(2)(i) through (iii). Paragraph 91.105(a)(4) is added and paragraphs §91.105(b), (c), (e)(1), (f) through (U) and (1) and are revised to reflect additional citizen participation requirements for

local governments. The City of Hattiesburg's Citizen Participation Plan is amended to incorporate said requirements.

The primary goal of the Citizen/Resident Participation Plan is to provide all citizens/residents of the community with adequate opportunity to participate in an advisory role in the planning, implementation, and assessment of the City's HUD Programs. The Plan sets forth policies and procedures for citizen/resident participation, which are designed to maximize the opportunity for citizen/resident participation in the community development process. Special emphasis has been placed on encouraging participation by persons of low- and moderate- incomes, residents of blighted neighborhoods, and residents of areas where community development funds are utilized. Additionally, emphasis shall be placed on obtaining participation from public housing authorities, residents of public housing, non-English speaking persons, minorities, and persons with disabilities.

The Citizen/Resident Participation Plan provides for and encourages citizens/residents to participate in the planning, development, implementation, and evaluation of the City's Housing and Community Development plans and programs. Likewise, substantial amendments to the Consolidated Plan and the Annual Action Plan go before citizens/residents for evaluation and comments prior to City Council approval.

Stakeholder Involvement

The Consolidated Plan, Annual Action Plan, and the Assessment of Fair Housing processes will offer multiple opportunities for citizen participation. During the development of the Consolidated Plan and Annual Action Plan, the City will consult with public and private agencies that provide assisted housing, health, and social services in order to ensure the interests and needs of all groups are being adequately addressed. Consultation will occur through citizen participation opportunities, not limited to community meetings and interviews conducted with organizations, including those that provide services to special needs populations and the incorporation of data and reports produced by such organizations.

Under the consulting process per §91.100(a)(1)(5), the City of Hattiesburg shall consult with other public and private agencies that provide assisted housing, health services and social services, including those focusing on services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and their families, and homeless persons. In addition to the public – including those often underrepresented in public processes – the City of Hattiesburg will consult with community-based and regionally-based organizations that represent protected class members and organizations that enforce fair housing law, including fair housing enforcement agencies; fair housing assistance programs, nonprofit agencies that receive funding under Fair Housing Initiative programs; and other public and private fair housing agencies when preparing both the AFH and the Consolidated Plan. This may include but is not limited to participants in fair housing organizations.

Public Housing Authorities

The intent of consultation will help provide a better basis for the certification by the authorized officials that the PHA Plan is consistent with the Consolidated Plan and the City’s description of its strategy for affirmatively furthering fair housing. Under §91.100(c)(1), the City of Hattiesburg shall consult with public housing authorities (PHAs) operating in the jurisdiction. This consultation will continue to consider public housing needs, planned program and activities under the Consolidated Plan. Participation with PHAs operating in the jurisdiction on the AFH will include consulting on strategies for affirmatively furthering fair housing in the Consolidated Plan. The City of Hattiesburg will continue to obtain PHA input on addressing fair housing issues in the public housing and Housing Choice Voucher programs.

Citizens/residents are encouraged to participate in all phases of the City’s HUD Programs and will be provided full access to program information. However, final responsibility and authority for the development and implementation of the programs will lie with the City of Hattiesburg City Council.

Citizen Comments on Citizens/Resident Participation Plan and Amendments

Public comment on the development or amendment to the Citizen/Resident Participation Plan is provided in the following manner:

- a) Notification of the revision or amendment to the Citizen/r participation Plan shall be published in the local newspaper thirty days prior to City Council consideration of the adoption of revisions or amendments;
- b) A public hearing for comments on the Citizen/ Participation Plan will be held a minimum of fourteen (14) days prior to City Council consideration of the adoption of revisions or amendments;
- c) The City will make the Citizen/ Participation Plan available to persons with disabilities and/or non-English speaking person in an accessible format upon request; and
- d) The Citizen/Participation Plan will be published on the City's website.

II. FEDERAL CITIZEN/RESIDENT PARTICIPATION REQUIREMENTS

A grantee must develop and follow a detailed plan that provides for and encourages citizen/resident participation. This integral process emphasizes participation by persons of low- or moderate-income, particularly residents of predominantly low- and moderate-income neighborhoods, slum or blighted areas and areas in which the grantee proposes to use CDBG and HOME funds. The plan must provide citizens/residents with the following:

- a) Reasonable and timely access to local meetings;
- b) An opportunity to review proposed activities and program performance;
- c) Provide timely written answers to written complaints and grievances; and
- d) How the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate.

The City of Hattiesburg desires that citizen/resident groups play an active advisory role in the planning, implementation, and assessment of the U.S. Department of Housing and Urban Development programs. In order for citizens/residents to better understand this advisory role and participate in the process, the following clarifications are provided:

Advisory Role in Planning: During the information gathering process for the five-year Consolidated Plan, the Annual Action Plan, and/or other program activities, all public comment periods and public hearings, citizens/residents are encouraged to submit views, project proposals,

and priorities in an effort to advise the Urban Development Department and the City Council so that the city can plan activities for the upcoming program year(s). Citizens may submit their views and priorities throughout the year by calling or visiting:

Community Development Division
200 Forrest Street
Hattiesburg, MS 39401
601-554-1006

Written submissions:

Community Development Manager
P.O. Box 1898
Hattiesburg, MS 39403-1898

Advisory Role in Implementing the Project: Citizens/residents are encouraged to visit project sites and locations and submit their views, positive or negative, on how well the project(s) are developing. Citizens/residents are encouraged to call, visit or submit suggestions anytime during the year to the Department.

Encouraging Public Participation

Citizen/Resident Participation Plan requirements are designed to encourage participation by low- and moderate-income persons, particularly those living in low- and moderate-income areas where CDBG funds are proposed to be used. Local and regional institutions and organizations, including businesses, non-profits, neighborhood associations, and faith based groups are encouraged to take part in the process of developing and implementing the City's housing and community development plans and programs.

Low- and moderate-income individuals, minorities, non-English speakers, and residents of public and assisted housing benefiting from CDBG and HOME programs will be notified and encouraged to participate through community newspapers, neighborhood group meetings, minority publications, and through attending various community meetings.

The City will consider all comments received in writing or given orally at public hearings during the preparation of the Consolidated Plan, Annual Action Plan, the CAPER and the Assessment of Fair Housing.

The Role of Low Income Persons

Citizen/Resident Participation Plan requirements are aimed at developing viable urban communities through the provision of decent housing and the implementation of mechanisms that enhance community development. This includes assisting low- and moderate-income person to find suitable living environments, decent housing, and sustained living wage jobs.

A variety of local service agencies and private groups are involved in recommending and implementing specific funding strategies that address affordable housing, homelessness, and community development activities in the City. In order to grasp the true needs of low income residents, representatives of social services agencies and the low- and moderate-income individuals they serve are encouraged to take part at all stages of the process including:

- Identifying needs
- Setting priorities and goals
- Funding allocation
- Recommending strategies and programs that best serve the needs of individuals receiving assistance from CDBG and HOME funded activities.

Eligible Activities

Over a 1, 2, or 3-year period, as selected by the grantee, not less than seventy percent (70%) of CDBG funds must be used for activities that benefit low- and moderate-income persons. In addition, each activity must meet one of the following national objectives for the program:

- Benefit low- and moderate-income persons
- Prevention or elimination of slums or blight; or
- Address community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community for which other funding is not available

Except as outlined in Amendments or emerging procedures, the types of activities funded each year will be determined through the process outlined in this Citizen/Resident Participation Plan. Programs and activities administered by the Urban Development Department will be aligned

directly to the needs and goals identified in the Consolidated Plan.

III. STAGES OF CITIZEN PARTICIPATION IN THE PLAN DEVELOPMENT PROCESS

1. Assessment and identification of housing and community development needs.
2. The draft Consolidated Plan and/or Annual Action Plan and the draft Assessment of Fair Housing.
3. Formal approval by the City Council of the Consolidated Plan and/or final Annual Action Plan.
4. Substantial and minor amendments necessary to change the use of funds already budgeted in an Annual Action Plan or established in the Consolidated Plan.
5. Performance Reviews in the CAPER.

IV. SPECIFIC POLICIES AND PROCEDURES

- a. Prior to the adoption of a final Consolidated Plan, Annual Action Plan or AFH Plan, the City will make available to interested parties the draft Consolidated Plan/Action Plan and Executive Summary for a comment period of no less than 30 days. The availability of the draft Consolidated Plan will be advertised on the City's website and in local newspapers, as applicable in the jurisdiction. The Consolidated Plan contains the City's funding priorities and goals during the five-year planning period. The Action Plan will contain the amount of assistance the City anticipates to receive from the U.S. Department of Housing and Community Development, and the activities and funding plan proposed for the program year. Plan will be available for review at the City's Urban Development Department during the full public comment period. Citizens/Resident will be given reasonable and timely access to local meetings, information, and records relating to the proposed use of community development funds. Copies of all reports and materials relevant to a Hattiesburg City Council meeting will be available on the Thursday before the meeting at the Urban Development Department, 200 Forrest Street. Information can also be found on the City's website.
- b. Under §91.105(i), technical assistance will be provided to groups and agencies representing low- and moderate-income persons when requesting assistance in developing project/funding proposals. Typical entities requesting technical assistance may include neighborhood associations, city advisory boards and commissions, interest groups, non-profit agencies, and citizens/residents. Such groups will be responsible for the actual writing and submission of proposals.
- c. At least two public hearings will be held every year to obtain citizen/resident views and to respond to proposals at different stages of the programs administered by the

Community Development Division, specifically: the development of the Consolidated Plan, the solicitation of program/project proposals for the Annual Action Plan; and the annual hearing on the prior year's CAPER. NOTE: A 15-day comment period is required prior to City Council approval of the CAPER.

- d. The meeting place of public hearings or public meetings shall be suitable to accommodate persons with disabilities.
- e. Written answers to complaints and grievances will be provided within 15 working days. Complaints and grievances may be addressed to the Community Development Division, P.O. Box 1898, Hattiesburg, MS 39403
- f. Efforts will be made to meet the needs of those likely to benefit from housing and urban development programs including persons with special needs, the homeless, minorities, and non- English speaking residents by providing opportunities for participation in plan development and in public hearings. Alternative forms of the documents including translated versions will be provided upon request. Staff will need a 48 hour advance notice to provide for those who can reasonably be expected to attend and participate in such activities.
- g. Consultation efforts will be made with social service agencies, State of Mississippi departments specifically concerned with lead based paint hazards and non-housing activities, adjacent local government entities, and local housing authorities.
- h. A variety of methods, including the City's website, shall be used to facilitate the review and evaluation of proposed housing and urban development policies, programs, and projects.

V. PUBLIC NOTICE

The City of Hattiesburg will provide advance notice of the funding level of assistance expected in the upcoming year (based on local estimates), the amount of funding expected to benefit low- and moderate-income persons, and when any of the following drafted documents are available for public comment:

- | | |
|------------------------|--|
| 1. Consolidated Plan | 4. Consolidated Annual Performance and |
| 2. Annual Action Plan | Evaluation Report |
| 3. Proposed Amendments | |
- Notice will be published in a newspaper of general circulation to advise citizens/residents of the hearings and deliberations scheduled with a brief plan summary
 - Information of the date, time and place of these hearings as well as the location where

complete copies of the plan may be reviewed, will be made available through these advertisements and other publications.

- Efforts will be made to advertise in media that serves non-English speaking households in the community.

VI. CITY OF HATTIESBURG NEIGHBORHOOD ASSOCIATIONS

A primary vehicle for the citizen/resident participation element of the City's Community Development Programs will be the City's neighborhood associations. These associations are independently organized and maintained and are an effective means through which the City can gather community input and distribute valuable information.

VII. AVAILABILITY OF PROGRAM RECORDS AND INFORMATION

Plans and other documents, including citizens/residents comments related to the Final Plan and relevant to covered programs, will be made available for public review. Written notice of an amendment to projects acted on by the City Council shall be published in a newspaper of general circulation to provide a period of not less than 30 days to receive comments on the amendment prior to implementation.

These documents include but are not limited to the Consolidated Plan, Annual Action Plan, Citizen Participation Plan, Annual Performance Report, Affirmatively Furthering Housing Plan and minutes of public meetings. Copies will be available on the City's website.

VIII. AMENDMENTS

Annual Action Plan – annually outlines the City's funding priorities and sets goals during the program year

1. Substantial Amendment

A substantial amendment to the Annual Action Plan means an amendment that includes:

- a. Changes in approved federal funding sources.
- b. Proposals that change land use to one that requires a special or conditional use permit or is likely to result in a 50% change in capacity or amount of service provided.
- c. There is a change in the priority needs served by the original proposal.
- d. The cost of completing the project or conducting a program exceeds the original approved budget by 50% or more.

2. Minor Amendments

Any change to a project contained in the Annual Action Plan that does not meet the conditions for a substantial amendment.

The Urban Development Director or designee is granted authority to decide minor amendments to the Annual Action Plan. This is the final local determination unless acted upon by City Council.

Written notice of an amendment to projects acted on by the City Council shall be published in a newspaper of general circulation to provide a period of not less 30 days to receive comments on the amendment prior to implementation.

Consolidated Plan - five year strategic plan including objectives, strategies, and outcomes that address needs of residents

1.Substantial Amendment

A substantial amendment to the Consolidated Plan means an amendment that changes the intent of the plan by modifying adopted priority needs and implementation strategies. Substantial amendments require a public hearing and City Council approval. City staff shall review substantial amendments. City staff may provide recommendations to the City Council. Written notices of City Council consideration of substantial amendment shall be published in a newspaper of general circulation to provide a period of not less than 30 days to receive comments on the substantial amendment before implementation.

2. Minor Amendment

Amendments that change the text of the Consolidated Plan to correct errors, or changes to text, which will not modify the intent of the plan by changing adopted priority needs, and implementation strategies; or

Any amendment that does not qualify as a substantial amendment as defined above.

The Urban Development Director or designee is granted authority to decide minor amendments to the Consolidated Plan. Notwithstanding this authority, the Urban Development Director or designee may refer a minor amendment for action by City Council. The decision of the Urban Development Director is the final local determination unless acted upon by City Council.

All substantial amendments must be acted on by the Hattiesburg City Council.

IX. EMERGENCY DECLARATIONS AND WAIVERS

During a period of emergency, declared by the President, Governor, or Mayor, the City may exercise an expedited process for public notification and public engagement in order to consider amendments to the Consolidated Plan and/or Annual Action Plan when the funding agency does not prohibit such leniency. Such instances are not limited to the introduction of new funding allocation. Prior to final adoption of amendments in such instances, the City may utilize a comment period as short as the authority will allow, but will make attempts to provide reasonable opportunity for comment. A notice including a brief description of documents to be amended and the opportunity to comment will be published in a newspaper of general circulation for public notices unless such requirement is waived by the authorizing agency, and, if feasible, in media that serves non-English speaking persons. The notice will also provide information about the location where complete copies of the plan may be reviewed.

X. DEFINITIONS

Community Development Block Grant

Community Development Block Grant (CDBG) is a formula grant provided annually to the City to administer, subject to federal appropriations. It is used for a variety of housing and community development programs and activities with the objective of providing decent housing, a suitable living environment, and expanded economic opportunities that benefit low- and moderate-income persons in the City.

HOME Investment Partnerships Program (HOME)

HOME program is a formula grant provided annually to the City to administer, subject to federal appropriations by HUD. HOME funds are utilized to carry out activities that expand the supply of decent affordable housing to low- and moderate-income households, expand the capacity of non-profit housing providers, strengthen the ability of State and Local government to provide housing, and leverage private sector participation in the provision of decent affordable housing.

Consolidated Plan

Every five years, staff of the Urban Development Department - Community Development Division, with assistance and input City residents, develops a new Housing and Community Development Consolidated Plan (Consolidated Plan). The Consolidated Plan identifies community needs and formulates a Five-Year strategic plan with objectives, implementation strategies, and outcomes that address the needs for housing, community and economic development, and human service needs of residents within the City.

Annual Action Plan

The Annual Action Plan outlines the City's funding priorities and sets goals during the program year for assisting citizens of Hattiesburg in obtaining clean, safe, and affordable living conditions. The plan outlines the City's efforts towards reducing homelessness, and lists community and economic development projects targeted for funding. The Consolidated Plan guides the development of an Annual Action Plan. The City works with advisory boards, social service agencies, non-profits, and interest groups to develop the Annual Action Plan.

Consolidated Annual Performance and Evaluation Report (CAPER)

The Consolidated Annual Performance and Evaluation Report (CAPER) documents accomplishments of CDBG and HOME program investments in the City. The CAPER presents information to assist citizens in the evaluation of the City's performance in meeting goals of the Annual Action Plan and subsequently the Consolidated Plan. Performance measurements are designed to monitor all applications and to determine the impacts of the City's housing and community development programs and activities. The City has established a vigorous performance measurement system to review the outcomes of all programs funded with HUD dollars.

CHANGE HISTORY

DATE	ACTION
5/14/2020	Established document “Change History”
5/14/2020	Added <i>Emergency Declarations and Waivers</i> section to explain expedited public notification process



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, June 2, 2020

Re: Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}
File Number: 2020-350
Minute Book #

Summary

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

Recommendation Statement

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

Please place this on the June 2, 2020 City Council meeting for consideration.

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard, Director
Department of Urban Development

DATE: May 22, 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 June 2, 2020 meeting. Please authorize and approve issuance of manual checks for the claims listed below:

Recipient: **Sabrina Brister**
Activity: Housing Rehabilitation
Program: CDBG
Project Site: 207 W 5th Street
Amount Requested: **\$900.00**
Purpose of Request: Temporary relocation assistance (June 5 – July 4, 2020)

Recipient: **Carolyn White**
Activity: Housing Rehabilitation
Program: CDBG
Project Site: 213 S 11th Avenue
Amount Requested: **\$900.00**
Purpose of Request: Temporary relocation assistance (June 5 – July 4, 2020)



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, June 2, 2020

Re: Approve language services contract with Interpreters and Translators, Inc. for Telephonic Interpreting Services for the City of Hattiesburg and authorize the Mayor to execute in duplicate.
File Number: 2020-340
Minute Book #

Summary

Recommendation Statement

Please place this on the June 2, 2020 City Council meeting for consideration.



LANGUAGE SERVICES CONTRACT

Interpreters and Translators, Inc. ("ITI") and City of Hattiesburg. ("Client") hereby agree as follows:

1. Services – ITI will provide Client with language interpreting, translating and related services as may be requested by Client from time to time.

ITI provides the following interpreting and translating services:

- In Person Interpreting Services
- Video Remote Interpreting Services
- X Telephonic Interpreting Services
- Translation Services

Client wishes to retain the services provided by ITI as marked above.

2. Fees – The fees for the above services are as follows:

a. Telephonic Interpreting Services:

One time set up fee: **\$350.00**

- The fee shall be at the rate of one dollar and seventy-nine cents (\$1.79) **per minute** or any portion thereof.

3. Term – The initial term of this Agreement shall be for one (1) year. At the conclusion of the initial term the Agreement shall continue in effect on a month to month basis unless terminated by either party upon 30 days written notice, Certified Mail, Return Receipt Requested, to Francesco Pagano, Interpreters and Translators, Inc., 232 Williams St, East Glastonbury, CT 06033 or such other address as provided client by Interpreters and Translators, Inc. Said fee shall remain in effect for the term of the contract.

4. Confidentiality – All ITI services provided to Client are subject to a medical, legal and or technical confidentiality agreement, executed by each interpreter and/or translator providing services to Client. A copy of this Agreement will be provided to Client upon written request.

5. Scheduling – Assessment shall be completed within a reasonable time following assignment. All scheduling shall be done by ITI staff. Client acknowledges that services may not be cancelled after ITI staff has assigned it for completion without incurring the minimum charges as set forth in Sections 1 and 2 hereof.

6. Billing – All invoices shall be paid within thirty (30) days of receipt. Any complaints or questions regarding any invoice should be made within fifteen (15) days after receipt of the bill. If any billing dispute is not resolved within ten (10) days of receipt then Client shall send ITI a written objection by certified mail, return receipt requested, specifying the disputed fee or services and the reasons, therefore. If no such objection is received within said time, **the bill and services described therein shall be deemed to be accepted by Client.**

7. Default – In the event any bill is not paid within thirty (30) days of receipt any unpaid sums shall bear interest at the legal rate pursuant to Connecticut General Statutes 4a-72. In the event of nonpayment, the client shall be responsible for all costs of collection, including reasonable attorney's fees.

8. Employees & Subcontractors: Non – Circumvention – The Client agrees that the Client shall not solicit or retain, either directly or indirectly, any employee, translator, interpreter, or other personnel contracted or supplied by ITI to provide services for the client other than by submitting the desired work to ITI. In the event of any breach of this provision by the Client, without limiting any other remedy which may be available to ITI, the Client shall owe to ITI as a referral fee, 100% of any and all amounts paid by Client to any of ITI's Agents and/or Independent Contractor with respect to any services performed for the Client by any of ITI's Agents and/or Independent Contractors, other than by or through ITI, at any time within two years after the date of the Client's most recent request made to ITI.

9. Limitation of Liability – ITI shall not be liable for any loss or damage arising from any cause beyond its reasonable control or without its fault or negligence. ITI shall not be liable for incidental, special or consequential damages. Client acknowledges that the individuals providing language services to the Client are independent contractors and not employees of ITI.

10. Choice of Law – The parties agree that any dispute for any reason shall be submitted for resolution by arbitration to either the American Arbitration Association or any state recognized arbitration association. Any requests for arbitration shall be submitted in writing within 30 days that any such dispute arises.

11. Reimbursable Expenses – Deliver and Shipping: In addition to the quoted amount to be paid to ITI as compensation for its work, the Client shall reimburse ITI for its reasonable out-of-pocket expenses and disbursements ("Disbursements") incurred in connection with performance of the work for the Client, including without limitation, delivery and shipping costs for third party service providers such as courier services, Federal Express, UPS, US Postal Service, other express delivery services and any insurance fees deemed necessary or appropriate by ITI, as well as long-distance telephone or telefax charges incurred on the Client's behalf. All such Disbursements shall be invoiced by ITI to the Client at cost plus handling charges at ITI's normal rates. ITI shall incur no liability for lateness, negligence or direct or indirect damages due to delays or failure to deliver by such third-party service providers.

12. Modifications – No modification, amendment, supplement to or waiver of these Terms and Conditions shall be binding upon the parties hereto unless made in writing and duly signed by both parties.

13. Waiver – No waiver by either party, express or implied, of any term, condition or obligation of these Terms and Conditions shall be construed as a waiver of any subsequent breach of any term, condition or obligation of these Terms and Conditions, whether of the same or a different nature.

14. Entire Understanding – These Terms and Conditions, and the terms of any written confirmation provided by ITI to the Client, set forth the entire understanding of the parties as to the subject matter hereof, and supersede all previous understandings or agreements (whether written or oral) concerning the subject matter hereof.

15. Severability – If any provision of these Terms and Conditions is held to be invalid or unenforceable, such provision shall be severed from these Terms and Conditions with respect to the matter in question, and the remainder of the Terms and Conditions shall remain in full force and effect.

16. Publicity – ITI may use the name of the Client in press releases, advertising and materials distributed to prospective customers, unless otherwise agreed by the parties in writing.

17. Binding Effect – This Agreement shall be binding on the parties hereto, their successors and assigns.

Interpreters and Translators, Inc

By _____
Duly Authorized

Print Name: Diana Pagano

Title: VP of Sales and People Operations

Date: _____

City of Hattiesburg

By _____
Duly Authorized

Print Name: Toby Barker

Title: Mayor

Date: _____

Billing Address: P.O. Box 1898

Hattiesburg, MS 39403



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Lamar Rutland
cc:
Date: Tuesday, June 2, 2020
Re: Approve lighting agreement with Mississippi Power for additional lighting at 106 Southview for a monthly cost of \$12.40; Authorize Mayor to execute.

File Number: 2020-355
Minute Book #

Summary

Approve lighting agreement with Mississippi Power for additional lighting at 106 Southview for a monthly cost of \$12.40; Authorize Mayor to execute.

Recommendation Statement

I recommend approval of this item.

Please place this on the June 2, 2020 City Council meeting for consideration.

DATE: 5/21/20

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

DEVELOPER NAME _____ ACCOUNT # 59841-82000

DEVELOPER SIGNATURE _____ DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plat for development.

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

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

DATE MAIL/EMAIL RECEIVED _____

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

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

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

COBRA HEAD FIXTURES

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

LED FIXTURES

90 WATT LED	<u>Install - 1</u>	<u>Monthly Increase \$12.40 106 Southview</u>
110 WATT LED	_____	<u>Internal notes(4 ft brkt)</u>
190 WATT LED	_____	_____
280 WATT LED	_____	_____

OTHER FIXTURES

_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

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



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, June 2, 2020

Re: Approve lighting agreement with Mississippi Power for additional lighting at Dumas Avenue between Barry St and J C Killingsworth for a monthly cost of \$24.80; Authorize Mayor to execute.
File Number: 2020-356
Minute Book #

Summary

Approve lighting agreement with Mississippi Power for additional lighting at Dumas Avenue between Barry St and J C Killingsworth for a monthly cost of \$24.80; Authorize Mayor to execute.

Recommendation Statement

I recommend approval of this item.

Please place this on the June 2, 2020 City Council meeting for consideration.

DATE: 5/18/20

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

DEVELOPER NAME _____ ACCOUNT # 59841-82000

DEVELOPER SIGNATURE _____ DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plat for development.

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

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

DATE MAIL/EMAIL RECEIVED _____

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

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

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
COBRA HEAD FIXTURES		
100 WATT HPS	_____	<u>Dumas Ave between Barry and JC Killingsworth</u>
150 WATT HPS	_____	_____
250 WATT HPS	_____	_____
400 WATT HPS	_____	_____
1000 WATT HPS	_____	_____
350 WATT MH	_____	_____
LED FIXTURES		
90 WATT LED	<u>Install - 2</u>	<u>2 - 4 ft Brackets at T 300399, 120 ft DPX</u>
110 WATT LED	_____	<u>Monthly Increase \$24.80</u>
190 WATT LED	_____	_____
280 WATT LED	_____	_____
OTHER FIXTURES		
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

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



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Wiley Quinn, Code Enforcement Division Manager

Date: Tuesday, June 2, 2020

Re: Adopt a Resolution setting Public Hearing on Monday, July 6, 2020 at 4:00 p.m. in the Jackie Dole Sherrill Community Center 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.

File Number: 2020-341
Minute Book #

Summary

Set Public Hearing 7 6 2020, Unsafe Properties

Recommendation Statement

I recommend the Setting of a Public Hearing to determine if certain properties are a menace to the health and safety of the community.

Please place this on the June 2, 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 City Council

FROM: Wiley Quinn, Code Enforcement Manager

DATE: June 2, 2020

RE: Set Public Hearing

The Code Enforcement Division requests that the City Council hold a Public Hearing on Monday, July 6, 2020 to determine if the following properties are in such a state of uncleanness so as to be a menace to the health and safety of the community, according to the provisions of MS Code 1972, Section 21-19-11.

	Address	PPIN	Ward	Violations	Proposed Actions	Estimated Cost	Estimated Penalty
1.	2-038B-15-583.00 Milton Barnes Ave.	13246	2	AS, ID	Demo & Clear Lot	\$3000	\$1500
2.	108 E. 4 TH St.	18820	2	AS, VA, Roof, Windows	Board, Secure, Repair Damaged Roof	\$6,000	\$3000
3.	301 S 17 th Avenue	16234	4	GAR/RUB, VS, US	Demo & Clear Property	\$6000	\$3000
4.	104 N. 22 nd Avenue	16208	4	VS, OGL	Demo & Clear Lot	\$7000	\$3500
5.	416 S. 15 th Avenue	17078	4	GAR/RUB, US	Clean & Secure, Remove A/C Structure	\$4000	\$2000

6.	79 Dixie Pine Road	11091	5	GAR/RUB	Clean-up	\$3000	\$1500
7.	19 Conner Lane	09724	5	AB, DB, OGL	Demo	\$3000	\$1500
8.	703 Woodland Ct.	25262	5	AB, DB, OGL	Demo	\$3000	\$1500

Garbage & Rubbish=GAR/RUB

Dilapidated Building=DB

Dangerous Structure=DS

Imminent Danger=ID

Overgrown Lot=OGL

Open Storage=OS

Unsafe Structure=US

Abandoned Vehicle=AV

Abandoned Structure=AS

Vacant Structure=VS

Owner Responsibility=OR

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION

WHEREAS, complaint has been made to the City of Hattiesburg, Mississippi, that the following properties to wit:

Case #	Address	PPIN	Ward	Violations
1.	2-038B-15-583.00 Milton Barnes Ave	13246	2	AS, ID
2.	108 E 4 TH ST.	18820	2	AS, VS, Roof, Windows
3.	301 S. 17 th Avenue	16234	4	GAR/RUB, VS, US
4.	104 N 22 nd Avenue	16208	4	VS, OGL
5.	416 S 15 th Avenue	17078	4	GAR/RUB, US
6.	79 Dixie Pine Rd	11091	5	GAR/RUB
7.	19 Conner Lane	09724	5	AB, DB, OGL
8.	703 Woodland Ct.	25262	5	AB, DB, OGL

are in such a state of uncleanness so as to be a menace to the health and safety of the community;
and

WHEREAS, it is in the public interest that the City Council, on its own motion, hold hearings as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the above properties are in such a state of uncleanness so as to be a menace to the health and safety of the community.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, that the owners of the above-described properties be notified, as provided by law, of a hearing to be held by the City Council in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, at 4:00 p.m. on Monday, July 6, 2020, to determine whether or not the above- described properties are in such a state of uncleanness so as to be a menace to the health and safety of the community.

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 2nd day of June, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 2nd day of June, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, June 2, 2020

Re: Adopt a Resolution authorizing Requisition No. 65 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: 2020-358
Minute Book #

Summary

Adopt a Resolution authorizing Requisition No. 65 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 June 2, 2020 City Council meeting for consideration.

The City Council of the City of Hattiesburg, Mississippi (the “City”) acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. **65** 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. 65 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. **65** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$320,752.55** 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. **65** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Three Hundred Twenty Thousand Seven Hundred Fifty-Two and 55/100 dollars (\$320,752.55)** 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. **65** in the total aggregate amount **Three Hundred Twenty Thousand Seven Hundred Fifty-Two and 55/100 dollars (\$320,752.55)** as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **2nd** day of **June, 2020**.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **2nd** day of **June, 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.: 65

DATE OF REQUISITION: 6/2/2020

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	DNA Underground, LLC 16101 S. Swan Road Gulfport, MS 39503	093695.7220.74	125,450.07	Pay App. No. 9	Sewer Improvements Ph XII Period: 4/1/20 - 4/30/20 MB 2019-58
2	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	093695.7245.13	110,978.82	Pay App. No. 9	Katie Ave & Arledge St Infrastructure Period: 12/1/19 - 4/30/20 MB 2018-212
2	Warren Paving, Inc. P O Box 572 Hattiesburg, MS 39403	093695.7220.70	83,386.16	199004.1	Sewer Improvements Ph VIII - Camp St. Area Period: 05/13/2020 MB 2019-271
3	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.70	937.50	21286	Sewer Improvements Ph VIII - Camp St. Area Period: 12/22/19 - 01/25/20 MB 2011-4/89-110 SDW #1273-S010
			<u>320,752.55</u>		



Engineering Progress

May 14, 2020

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

Attn: Lamar Rutland, P.E.

**RE: Comprehensive Sewer Improvements Ph XII
City of Hattiesburg**

Dear Mr. Rutland:

Enclosed please find Pay Estimate No. 9 in the amount of \$125,450.07 for the above referenced project.

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

Sincerely,

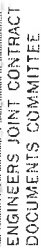
A handwritten signature in blue ink, appearing to read 'K. Wallace'.

Kyle D. Wallace, P.E.
Project Engineer

/md

cc: DNA Underground, LLC
SDW files

RECEIVED
5/14/20



9

Application Date: 5/12/2020**Via (Engineer):**

DNA Underground LLC

Contract:

Contractor's Project No.:

Engineer's Project:

1273-5012

1. ORIGINAL CONTRACT PRICE.....
2. Net change by Change Orders.....
3. Current Contract Price (Line 1 $\pm$ 2).....
4. TOTAL COMPLETED AND STORED TO DATE.....

5. RETAINAGE:

a. 5% %

b. 5% X

c. Total Re

ELIGIBILITY

PREVIOUS P

T DUE TH

INIO OF FINI

G total on F

Contractor's Certification

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

By: Michela Dutta Date: _____

100

Subscribed and sworn to me this 12 day of _____

Notary Public: Cum Padner

2-21-5

May 10, 2019

KLH 109461

... CADNER approved by:

U.S. Commission Expenditures

APR 5 2024
EJCDC C-622 Contractor's Appl

© 2013 National Society of Professional Engineers
Board of Engineers

Figure 1. Schematic representation of the experimental design. The subjects were divided into two groups: the control group (CG) and the experimental group (EG). The CG was divided into two subgroups: the control group (CG) and the experimental group (EG). The EG was divided into two subgroups: the control group (CG) and the experimental group (EG). The CG was divided into two subgroups: the control group (CG) and the experimental group (EG). The EG was divided into two subgroups: the control group (CG) and the experimental group (EG).

Progress Estimate - Unit Price Work

Contractor's Application

Comprehensive Sewer Improvements - Phase XII													Application Number: 9				
Application Period: 4/1/20 to 4/30/20													Application Date: 4-May-20				
A													F				
Bid Item No.	Item Description	Contract Information					C	E	C	D	E	Total Completed and Stored to Date (E+F+G)	% (H / B)	Balance to Finish (B - H)			
		Item Quantity	Units	Unit Price	Total Value	of Item (\$)											
Sewer Pipe Items																	
1	4" PVC Sewer Force Main (All Depths)(Open Cut)	40	LF	\$ 30.00	\$ 1,200.00		\$ -							\$ 1,200.00			
2	6" PVC Sewer Force Main (All Depths)(Open Cut)	40	LF	\$ 32.00	\$ 1,280.00		\$ -							\$ 1,280.00			
3	8" SDR 26 PVC Sewer Pipe (0'-5"(Open Cut) and Carrier Pipe)	1152	LF	\$ 36.00	\$ 41,472.00	127	\$ 4,572.00				\$ 4,572.00	\$ 4,572.00	11.0%	\$ 36,900.00			
4	8" SDR 26 PVC Sewer Pipe (6'-8"(Open Cut)	806	LF	\$ 38.00	\$ 30,628.00	1070.5	\$ 40,679.00				\$ 40,679.00	\$ 40,679.00	132.8%	\$ (10,051.00)			
5	8" SDR 26 PVC Sewer Pipe (8'-10"(Open Cut)	202	LF	\$ 40.00	\$ 8,080.00	130	\$ 5,200.00				\$ 5,200.00	\$ 5,200.00	64.4%	\$ 2,880.00			
6	8" SDR 26 PVC Sewer Pipe (10'-12"(Open Cut)	40	LF	\$ 50.00	\$ 2,000.00		\$ -							\$ 2,000.00			
7	8" SDR 26 PVC Sewer Pipe (12'-14"(Open Cut)	40	LF	\$ 70.00	\$ 2,800.00		\$ -							\$ 2,800.00			
8	8" SDR 26 PVC Sewer Pipe (14'-16"(Open Cut)	20	LF	\$ 80.00	\$ 1,600.00		\$ -							\$ 1,600.00			
9	8" SDR 26 PVC Sewer Pipe (16'-18"(Open Cut)	20	LF	\$ 100.00	\$ 2,000.00		\$ -							\$ 2,000.00			
10	8" SDR 26 PVC Sewer Pipe (18'-20"(Open Cut)	20	LF	\$ 120.00	\$ 2,400.00		\$ -							\$ 2,400.00			
11	8" SDR 26 PVC Sewer Pipe (20'-22"(Open Cut)	20	LF	\$ 150.00	\$ 3,000.00		\$ -							\$ 3,000.00			
12	8" SDR 26 PVC Sewer Pipe (All Depths)(Bored)(No Casting)	120	LF	\$ 80.00	\$ 9,600.00		\$ -							\$ 9,600.00			
13	10" SDR 26 PVC Sewer Pipe (10'-12"(Open Cut)	20	LF	\$ 80.00	\$ 1,600.00	20	\$ 1,600.00				\$ 1,600.00	\$ 1,600.00	100.0%	\$ -			
14	12" SDR 26 PVC Sewer Pipe (10'-12"(Open Cut)	20	LF	\$ 85.00	\$ 1,700.00	20	\$ 1,700.00				\$ 1,700.00	\$ 1,700.00	100.0%	\$ -			
15	12" SDR 26 PVC Sewer Pipe (12'-14"(Open Cut)	40	LF	\$ 90.00	\$ 3,600.00		\$ -							\$ 3,600.00			
16	15" SDR 26 PVC Sewer Pipe (12'-14"(Open Cut)	20	LF	\$ 120.00	\$ 2,400.00		\$ -							\$ 2,400.00			
17	18" PS115 PVC Sewer Pipe (0'-5"(Open Cut and Carrier Pipe)	200	LF	\$ 48.00	\$ 9,600.00		\$ -							\$ 9,600.00			
18	18" PS115 PVC Sewer Pipe (8'-10"(Open Cut)	311	LF	\$ 58.00	\$ 18,038.00		\$ -							\$ 18,038.00			
19	18" PS115 PVC Sewer Pipe (10'-12"(Open Cut)	996	LF	\$ 62.00	\$ 61,752.00	417	\$ 25,854.00					\$ 25,854.00	41.9%	\$ 35,898.00			
20	18" PS115 PVC Sewer Pipe (12'-14"(Open Cut)	848	LF	\$ 72.00	\$ 61,056.00	181	\$ 13,032.00	150	\$ 10,800.00		\$ 10,800.00	\$ 23,832.00	39.0%	\$ 37,224.00			
21	18" PS115 PVC Sewer Pipe (14'-16"(Open Cut)	428	LF	\$ 82.00	\$ 35,096.00	609	\$ 49,938.00					\$ 49,938.00	142.3%	\$ (14,842.00)			
22	18" PS115 PVC Sewer Pipe (16'-18"(Open Cut)	737	LF	\$ 98.00	\$ 72,226.00	90	\$ 8,820.00					\$ 8,820.00	24.4%	\$ 54,586.00			
23	18" PS115 PVC Sewer Pipe (18'-20"(Open Cut)	636	LF	\$ 130.00	\$ 82,680.00	350	\$ 45,500.00					\$ 17,640.00	87.7%	\$ 10,140.00			
24	18" PS115 PVC Sewer Pipe (20'-22"(Open Cut)	20	LF	\$ 152.00	\$ 3,040.00		\$ -					\$ 27,040.00					
25	8" Ductile Iron Sewer Pipe (0'-6"(Open Cut)	240	LF	\$ 50.00	\$ 12,000.00	246	\$ 12,300.00					\$ 12,300.00	102.5%	\$ 3,040.00			
26	8" Ductile Iron Sewer Pipe (0'-6"(Open Cut- Encased in concrete)	160	LF	\$ 80.00	\$ 12,800.00	160	\$ 12,800.00					\$ 12,800.00	100.0%	\$ (300.00)			
27	12" Steel Casing (0.25" WT)(All Depths)(Bored)	160	LF	\$ 205.00	\$ 32,800.00	127	\$ 26,035.00					\$ 26,035.00	79.4%	\$ 6,765.00			

Progress Estimate - Unit Price Work

Contractor's Application

Comprehensive Sewer Improvements - Phase XII															Application Number: 9				
Application Period: 4/1/20 to 4/30/20															Application Date: 4-May-20				
Item		A					B			F									
Bid Item No.	Description	Item Quantity	Units	Contract Information			Quantity Previous App	E	C	D	E	Value Previous	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored	Total Completed and Stored to Date (E+F+G)	% (H / B)	Balance to Finish (B - H)	
				Unit Price	Total Value	of Item (\$)													
28	24" Steel Casing (0.25" WT)(All Depths)(Bored)	260	LF	\$	285.00	\$	74,100.00		1687		\$	-		448	\$1,792.00		\$8,540.00	46.8%	\$ 74,100.00
29	Removal of Existing Sewer Line	4560	LF	\$	4.00	\$	18,240.00				\$	-					\$	9,700.00	
30	Abandonment of Existing Sewer Line (All Sizes)	150	LS	\$	10.00	\$	1,500.00				\$	-					\$	1,500.00	
31	Tracer Wire System for Sewer	1	LS	\$	5,800.00	\$	5,800.00		0.393		\$	2,279.40		0.069	\$400.20		\$2,679.60	46.2%	\$ 3,120.40
Sewer Manhole Items																			
32	48" Precast Concrete Sewer Manhole (0'-6")	1	EA	\$	4,000.00	\$	4,000.00				\$	-							\$ 4,000.00
33	48" Precast Concrete Sewer Manhole (0'-6")(Flat Top)	1	EA	\$	4,000.00	\$	4,000.00		1		\$	4,000.00				\$4,000.00		100.0%	\$ -
34	48" Precast Concrete Sewer Manhole (6'-8")	5	EA	\$	4,500.00	\$	22,500.00		5		\$	22,500.00				\$22,500.00		100.0%	\$ -
35	48" Precast Concrete Sewer Manhole (6'-8")(Doghouse)	1	EA	\$	5,000.00	\$	5,000.00		1		\$	5,000.00				\$5,000.00		100.0%	\$ -
36	60" Precast Concrete Sewer Manhole (10'-12")	6	EA	\$	7,000.00	\$	42,000.00		2		\$	14,000.00				\$14,000.00		33.3%	\$ 28,000.00
37	60" Precast Concrete Sewer Manhole (12'-14")	2	EA	\$	8,500.00	\$	17,000.00		1		\$	8,500.00				\$8,500.00		50.0%	\$ 8,500.00
38	60" Precast Concrete Sewer Manhole (14'-16")	3	EA	\$	9,000.00	\$	27,000.00				\$	-							\$ 27,000.00
39	60" Precast Concrete Sewer Manhole (16'-18")	2	EA	\$	10,000.00	\$	20,000.00		1		\$	10,000.00				\$10,000.00		50.0%	\$ 10,000.00
40	60" Precast Concrete Sewer Manhole (18'-20")	1	EA	\$	11,800.00	\$	11,800.00		1		\$	11,800.00				\$11,800.00		100.0%	\$ -
41	60" Precast Concrete Sewer Manhole (20'-22")	1	EA	\$	12,500.00	\$	12,500.00			1	\$	-			\$12,500.00		\$12,500.00	100.0%	\$ -
42	72" Precast Concrete Sewer Manhole (10'-12")	1	EA	\$	10,000.00	\$	10,000.00		1		\$	10,000.00				\$10,000.00		100.0%	\$ -
43	72" Precast Concrete Sewer Manhole (16'-18")	1	EA	\$	14,000.00	\$	14,000.00				\$	-							\$ 14,000.00
44	Demolition and Removal of Existing Manhole (All Depths & Types)	18	EA	\$	450.00	\$	8,100.00		5		\$	2,250.00		1	\$450.00		\$2,700.00	33.3%	\$ 5,400.00
45	Abandonment of Existing Manholes	1	EA	\$	800.00	\$	800.00				\$	-							\$ 800.00
46	Drop Manhole Assembly (All Depths)	10	EA	\$	2,500.00	\$	25,000.00		3		\$	7,500.00				\$7,500.00		30.0%	\$ 17,500.00
Sewer Service Items																			
47	4" Sanitary Sewer Service Cleanout (As Detailed)	80	EA	\$	200.00	\$	16,000.00		26		\$	5,200.00		10	\$2,000.00		\$7,200.00	45.0%	\$ 8,800.00
48	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl. fittings)(All Depths)	800	LF	\$	12.00	\$	9,600.00		96		\$	1,152.00		75	\$900.00		\$2,052.00	21.4%	\$ 7,548.00
49	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl. fittings)(All Depths)	1320	LF	\$	12.00	\$	15,840.00		636		\$	7,632.00		260	\$3,120.00		\$10,752.00	67.9%	\$ 5,088.00
50	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl. fittings)(Bored)	990	LF	\$	32.00	\$	31,680.00				\$	-							\$ 31,680.00
51	8"x8"x6" PVC Service Tee	21	EA	\$	150.00	\$	3,150.00		7		\$	1,050.00				\$1,050.00		33.3%	\$ 2,100.00

Progress Estimate - Unit Price Work

Contractor's Application

Comprehensive Sewer Improvements - Phase XII										Application Number: 9	
Application Period: 4/1/20 to 4/30/20										Application Date: 4-May-20	
A										F	
Item		Contract Information				B		C			E
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value	of Item (\$)		Quantity Previous App	Value Previous	Estimated Quantity Installed	
52	6" Service Invert-a-tee (for 18" PSI-15 Sewer Lines)	61	EA	\$ 300.00	\$	18,300.00	\$	27	\$ 8,100.00	6	\$ 1,800.00
	Miscellaneous Construction Items										
53	Water Service Repair (Incl. Service Tubing, Fittings, Corp Stop, Curb Stop, Tapping Saddle, Etc) (No Meter)/(Match Existing Size)(As Directed on Oak Forest Dr Only)	34	EA	\$ 350.00	\$	11,900.00	\$		\$ -		
54	Crushed Aggregate (Size 610) for Trench Repair in Paved Areas	640	Ton	\$ 50.00	\$	32,000.00	\$	1613.96	\$ 80,698.00	674.53	\$ 33,726.50
55	Select Fill Material (Class 9, Group 4), LVM, for Trench Repair in Paved Areas	58200	CY	\$ 7.00	\$	407,400.00	\$	11046	\$ 77,322.00	3312	\$ 23,184.00
56	Concrete Pavement Repair (All Depths)	380	SY	\$ 50.00	\$	19,000.00	\$		\$ -		
57	9.5 mm Hot Mix Asphalt	460	Ton	\$ 180.00	\$	82,800.00	\$		\$ -		
58	19mm Hot Mix Asphalt	430	Ton	\$ 180.00	\$	77,400.00	\$	20.42	\$ 3,675.60		
59	Concrete Sidewalk Repair (All Depths)	56	SY	\$ 50.00	\$	2,800.00	\$		\$ -		
60	Concrete Curb & Gutter (Match Existing Type)	20	LF	\$ 25.00	\$	500.00	\$		\$ -		
61	Class "B" Concrete, Minor Structures	2	CY	\$ 1,000.00	\$	2,000.00	\$		\$ -		
62	Reinforcing Steel	76	LBS	\$ 2.00	\$	152.00	\$		\$ -		
63	Inlet Castings	444	LBS	\$ 3.00	\$	1,332.00	\$		\$ -		
64	12" Corrugated HDPE Pipe (Dual Wall)(Incl. Bedding)	352	LF	\$ 38.00	\$	13,376.00	\$		\$ -		
65	15" Corrugated HDPE Pipe (Dual Wall)(Incl. Bedding)	8	LF	\$ 50.00	\$	400.00	\$		\$ -		
66	18" Corrugated HDPE Pipe (Dual Wall)(Incl. Bedding)	8	LF	\$ 60.00	\$	480.00	\$		\$ -		
67	15" Reinforced Concrete Pipe (Class III)(Rubber Gaskets)	16	LF	\$ 48.00	\$	768.00	\$		\$ -		
68	18" Reinforced Concrete Pipe (Class III)(Rubber Gaskets)	8	LF	\$ 58.00	\$	464.00	\$		\$ -		
69	24" Reinforced Concrete Pipe (Class III)(Rubber Gaskets)	32	LF	\$ 68.00	\$	2,176.00	\$		\$ -		
70	15" Reinforced Concrete Pipe Flared End Section	1	EA	\$ 1,200.00	\$	1,200.00	\$		\$ -		
71	Removal of Existing Pipe Drains (All Sizes and Depths)	230	LF	\$ 4.00	\$	920.00	\$		\$ -		
	Removal of Existing Corrugated HDPE Pipe (All Sizes and Depths) and Reset	432	LF	\$ 4.00	\$	1,728.00	\$		\$ -		
72	Remove, Salvage and Reset Existing Wood Fence	40	LF	\$ 25.00	\$	1,000.00	\$		\$ -		
73	Remove, Salvage and Reset Existing Chain Link Fence	40	LF	\$ 35.00	\$	1,400.00	\$		\$ -		
74	6" Yellow Thermoplastic Detail Traffic Stripe	150	LF	\$ 20.00	\$	3,000.00	\$		\$ -		
75	Legend White Thermoplastic Traffic Marking (6" Equivalent)	148	LF	\$ 20.00	\$	2,960.00	\$		\$ -		
76											

Contractor's Application

Comprehensive Sewer Improvements - Phase XII

9

Application Date: 4-May-20

EJCDC® C-620 Contractor's Application for Payment
© 2013 National Society of Professional Engineers for EJCDC. All rights reserved.
Page 4 of 4



Engineering Progress

May 12, 2020

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

Attn: Lamar Rutland, P.E.

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

Dear Lamar:

Enclosed please find Pay Estimate No. 9 in the amount of \$110,978.82 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 'Shea E. McNease', written over a blue circular stamp.

Shea E. McNease, P.E.
Project Engineer

/md

Enclosure

cc: C.B. Developers, Inc.
SDW

RECEIVED
5/12/20



Contractor's Application for Payment No. 9

Application Period: 12/1/2019- 4/30/2020		Application Date: 5/11/2020
To (Owner): CITY OF HATTIESBURG, MS	From (Contractor): C. B. Developers, Inc.	Via (Engineer): SHOWS, DEARMAN & WAITTS, INC.
Project: INFRASTRUCTURE REHAB, ARLEDGE & KATIE AVE AREA	Contract:	
Owner's Contract No.: Not Applicable	Contractor's Project No.:	Engineer's Project No.:

Application For Payment Change Order Summary

Approved Change Orders		1. ORIGINAL CONTRACT PRICE	
Number	Additions	Deductions	
			2. Net change by Change Orders..... \$ \$1,035,127.45
			3. Current Contract Price (Line 1 ± 2)..... \$ \$1,035,127.45
			4. TOTAL COMPLETED AND STORED TO DATE
			(Column F total on Progress Estimates)..... \$ \$819,048.44
			5. RETAINAGE:
		a. 5% X \$819,048.44 Work Completed..... \$ \$40,952.42	
		b. 5% X Stored Material..... \$ \$40,952.42	
		c. Total Retainage (Line 5.a + Line 5.b)..... \$ \$778,096.02	
		6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ \$667,117.20	
		7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ \$110,978.82	
		8. AMOUNT DUE THIS APPLICATION..... \$ \$331,227.28	
		9. BALANCE TO FINISH, PLUS RETAINAGE	
		(Column G total on Progress Estimates + Line 5.c above)..... \$ \$331,227.28	

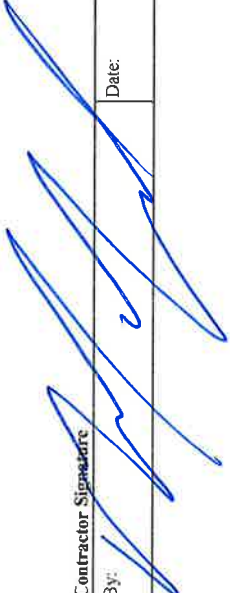
Contractor's Certification

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

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: 	Date: 5/11/2020
---	-----------------

Payment of: \$ \$110,978.82	(Line 8 or other - attach explanation of the other amount)
is recommended by:  (Engineer)	5/12/20 (Date)
Payment of: \$ \$110,978.82	(Line 8 or other - attach explanation of the other amount)
is approved by: _____ (Owner)	(Date)
Approved by: _____	Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):										Application Number: 9				
Application Period: 12/1/2019- 4/30/2020										Application Date: 5/11/2020				
A														
Item		Contract Information					B		C	D	E	F		
Bid Item No.	Description	Item Quantity	Units		Total Value of Item (\$)									
ARLEIDGE STREET (ROADWAY)														
1	CLEARING AND GRUBBING	1	LS		\$622.20		\$622.20	1	\$622.20			\$622.20	100.0%	
2	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	685	SY		\$3.11		\$2,130.35	43.56	\$135.47			\$135.47	6.4%	\$1,994.88
3	REMOVAL OF CURB &/OR CURB & GUTTER, ALL TYPES	707	LF		\$3.11		\$2,198.77	560	\$1,741.60			\$1,741.60	79.2%	\$457.17
4	REMOVAL OF UTILITIES	1	LS		\$12,444.00		\$12,444.00	1	\$12,444.00			\$12,444.00	100.0%	
5	EXCESS EXCAVATION, LVM, AH	65	CY		\$14.93		\$970.45							\$970.45
6	SAND BAGS	150	EA		\$18.67		\$2,800.50							\$2,800.50
7	WATLED, 20"	150	LF		\$9.01		\$1,351.50							\$1,351.50
8	GRANULAR MATERIAL (LVM) (CLASS 9, GROUP B)	98	CY		\$9.96		\$976.08							\$976.08
9	9.5 MM, MT, ASPHALT PAVEMENT	197	TON		\$205.33		\$40,450.01							\$40,450.01
10	19 MM, MT, ASPHALT PAVEMENT	81	TON		\$205.33		\$16,631.73							\$16,631.73
11	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	1,479	SY		\$14.93		\$22,081.47							\$22,081.47
12	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" TH	178	SY		\$78.40		\$13,955.20	130	\$3,396.90			\$3,396.90	25.0%	\$10,190.70
13	COMBINATION CONCRETE CURB & GUTTER, PER PLANS	520	LF		\$26.13		\$13,587.60	12	\$642.12			\$642.12	3.1%	\$20,012.74
14	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	386	SY		\$53.51		\$20,654.86	34.2	\$68,434.20			\$68,434.20	131.5%	-\$16,408.20
15	CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURES	26	CY		\$2,001.00		\$52,026.00	2699.2	\$4,858.56			\$4,858.56	113.9%	-\$592.56
16	REINFORCING STEEL	2,370	LBS		\$1.80		\$4,266.00	310	\$11,525.80			\$11,525.80	99.4%	\$74.36
17	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	312	LF		\$37.18		\$11,600.16	250	\$13,287.50			\$13,287.50	110.6%	-\$1,275.60
18	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	226	LF		\$53.15		\$12,011.90	20	\$731.00			\$731.00	166.7%	-\$292.40
19	8" CORRUGATED POLYETHYLENE PIPE	12	LF		\$36.55		\$438.60	20	\$786.00			\$786.00	166.7%	-\$314.40
20	10" CORRUGATED POLYETHYLENE PIPE	12	LF		\$39.30		\$471.60	20	\$838.40			\$838.40	166.7%	-\$335.36
21	12" CORRUGATED POLYETHYLENE PIPE	12	LF		\$41.92		\$503.04	553	\$4,064.55			\$4,064.55	100.0%	
22	CASTINGS	553	LBS		\$7.35		\$4,064.55							
23	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	1,490	LF		\$1.24		\$1,847.60							\$1,847.60
24	THERMOPLASTIC DETAIL STRIPE, WHITE	312	LF		\$2.49		\$776.88							\$776.88
Totals							\$238,861.05		\$123,508.30			\$123,508.30		\$115,352.75

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		Application Number: 9									
Application Period: 12/1/2019- 4/30/2020		Application Date: 5/11/2020									
A		B			C	D	E	F			
Bid Item No.	Item Description	Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
		Item Quantity	Units	Unit Price	Total Value of Item (\$)						
	SUBTOTAL FROM PREVIOUS PAGE						\$123,508.30		\$123,508.30		\$115,352.75
25	THERMOPLASTIC LEGEND, WHITE	142	LF	\$2.49	\$353.58						\$353.58
26	DETECTABLE WARNING, PER PLANS	165	SF	\$68.44	\$11,292.60						\$11,292.60
27	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" TH	10	SF	\$24.27	\$242.70						\$242.70
28	STEEL U-SECTION POSTS, 2.0 LBS/FT	52	LF	\$9.96	\$517.92						\$517.92
29	MAINTENANCE OF TRAFFIC	1	LS	\$10,577.40	\$10,577.40	1	\$10,577.40		\$10,577.40	100.0%	
30	MOBILIZATION	1	LS	\$31,110.00	\$31,110.00	1	\$31,110.00		\$31,110.00	100.0%	
	KATIE AVENUE (ROADWAY)										
1	CLEARING AND GRUBBING	1	LS	\$622.20	\$622.20	1	\$622.20		\$622.20	100.0%	
2	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	1,782	SY	\$3.11	\$5,542.02	1108.19	\$3,446.47		\$3,446.47	62.2%	\$2,095.55
3	REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS	22	SY	\$3.11	\$68.42	574.95	\$1,788.09		\$1,788.09	2613.4%	-\$1,719.67
4	REMOVAL OF CONCRETE WALKS, ALL DEPTHS	217	SY	\$3.11	\$674.87						\$674.87
5	REMOVAL OF CURB & / OR CURB & GUTTER, ALL TYPES	440	LF	\$3.11	\$1,368.40	11	\$34.21		\$34.21	2.5%	\$1,334.19
6	REMOVAL OF UTILITIES	1	LS	\$12,444.00	\$12,444.00	1	\$12,444.00		\$12,444.00	100.0%	
7	REMOVAL OF INLET AND JUNCTION BOX, ALL TYPES & SIZES	1	EA	\$186.66	\$186.66						\$186.66
8	REMOVE AND RESET SIGNS, ALL SIZES	2	EA	\$12.44	\$24.88						\$24.88
9	EXCESS EXCAVATION, LVM, AH	346	CY	\$3.73	\$1,290.58						\$1,290.58
10	SAND BAGS	150	EA	\$18.67	\$2,800.50						\$2,800.50
11	WATTLES, 20"	250	LF	\$10.86	\$2,715.00						\$2,715.00
12	GRANULAR MATERIAL (LVM)(CLASS 9, GROUP B)	519	CY	\$9.96	\$5,169.24						\$5,169.24
13	9.5 MM, MT, ASPHALT PAVEMENT	97	TON	\$205.33	\$19,917.01						\$19,917.01
14	19 MM, MT, ASPHALT PAVEMENT	312	TON	\$205.33	\$64,062.96						\$64,062.96
15	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	20	SY	\$14.93	\$298.60						\$298.60
16	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" TH	91	SY	\$78.40	\$7,134.40						\$7,134.40
17	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" TH	19	SY	\$112.00	\$2,128.00						\$2,128.00
18	COMBINATION CONCRETE CURB & GUTTER, PER PLANS	723	LF	\$26.13	\$18,891.99						\$18,891.99
	Totals				\$438,294.98		\$183,530.68		\$183,530.68		\$254,764.30

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		Application Number: 9								
Application Period: 12/1/2019- 4/30/2020		Application Date: 5/11/2020								
A		B		C	D	E	F			
Item		Contract Information			Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price						
SUBTOTAL FROM PREVIOUS PAGE										
19	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, BROOK	477	SY	\$53.51	\$25,524.27					\$254,764.30
20	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, STAM	16	SY	\$112.00	\$1,792.00					\$25,524.27
21	CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURES	42	CY	\$2,001.00	\$84,042.00	38.73	\$77,498.73		92.2%	\$6,543.27
22	REINFORCING STEEL	3,568	LBS	\$1.80	\$6,422.40	2285.5	\$4,113.90		64.1%	\$2,308.50
23	15" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	12	LF	\$37.15	\$445.80	24	\$891.60		200.0%	-\$445.80
24	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	230	LF	\$37.18	\$8,551.40	193	\$7,175.74		83.9%	\$1,375.66
25	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	31	LF	\$53.15	\$1,647.65	16	\$850.40		51.6%	\$797.25
26	30" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	204	LF	\$84.35	\$17,207.40	203	\$17,123.05		99.5%	\$84.35
27	44" X 27" REINFORCED CONCRETE ARCH PIPE, CLASS A3, F	103	LF	\$126.92	\$13,072.76	102	\$12,945.84		99.0%	\$126.92
28	51" X 31" REINFORCED CONCRETE ARCH PIPE, CLASS A3, F	255	LF	\$156.67	\$39,950.85	240	\$37,600.80		94.1%	\$2,350.05
29	51" X 31" REINFORCED CONCRETE ARCH PIPE END SECTION	1	EA	\$1,891.49	\$1,891.49					\$1,891.49
30	CASTINGS	790	LBS	\$2.38	\$1,880.20	395	\$940.10		50.0%	\$940.10
31	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	780	LF	\$1.24	\$967.20					\$967.20
32	THERMOPLASTIC DETAIL STRIPE, WHITE	336	LF	\$2.49	\$836.64					\$836.64
33	THERMOPLASTIC LEGEND, WHITE	103	LF	\$2.49	\$256.47					\$256.47
34	THERMOPLASTIC LEGEND, WHITE	10	SF	\$7.47	\$74.70					\$74.70
35	DETECTABLE WARNING, PER PLANS	141	SF	\$68.44	\$9,650.04					\$9,650.04
36	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" TH	20	SF	\$24.27	\$485.40					\$485.40
37	STEEL U-SECTION POSTS, 2.0 LBS/FT	78	LF	\$9.96	\$776.88					\$776.88
38	MAINTENANCE OF TRAFFIC	1	LS	\$10,577.40	\$10,577.40	1	\$10,577.40		100.0%	
39	MOBILIZATION	1	LS	\$31,110.00	\$31,110.00	1	\$31,110.00		100.0%	
TRAFFIC SIGNAL RELOCATION										
1	RELOCATION OF EXISTING TRAFFIC SIGNAL CONTROLLER	1	LS	\$43,460.68	\$43,460.68	1	\$43,460.68		100.0%	
2	REMOVAL OF EXISTING TRAFFIC CONTROLLER BASE	1	EA	\$1,866.60	\$1,866.60	1	\$1,866.60		100.0%	
3	MAINTENANCE OF TRAFFIC	1	LS	\$3,111.00	\$3,111.00	1	\$3,111.00		100.0%	
Totals					\$743,896.21		\$432,796.52			\$311,099.69

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		Application Number: 9										
Application Period: 12/1/2019- 4/30/2020		Application Date: 5/11/2020										
		A										
Item		Contract Information			B		C	D	E	F		
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)		Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
4	SUBTOTAL FROM PREVIOUS PAGE	1	LS	\$8,088.60		\$743,896.21	1	\$432,796.52		\$432,796.52	100.0%	\$311,099.69
	MOBILIZATION					\$8,088.60		\$8,088.60		\$8,088.60		
	ARLEDGE STREET (WATER)											
1	12" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)	670	LF	\$45.53		\$30,505.10	722	\$32,872.66		\$32,872.66	107.8%	-\$2,367.56
2	8" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)	20	LF	\$37.29		\$745.80	40	\$1,491.60		\$1,491.60	200.0%	-\$745.80
3	6" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)	20	LF	\$33.60		\$672.00	145	\$4,872.00		\$4,872.00	725.0%	-\$4,200.00
4	4" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)	10	LF	\$32.21		\$322.10						\$322.10
5	3" SCH 80 PVC (OPEN CUT)	90	LF	\$14.85		\$1,336.50	75	\$1,113.75		\$1,113.75	83.3%	\$222.75
6	2" SCH 80 PVC (OPEN CUT)	12	LF	\$13.64		\$163.68	33	\$450.12		\$450.12	275.0%	-\$286.44
7	1-1/2" SCH 80 PVC (OPEN CUT)	60	LF	\$13.36		\$801.60						\$801.60
8	20" STEEL CASING (BORED)	60	LF	\$170.73		\$10,243.80	60	\$10,243.80		\$10,243.80	100.0%	
9	16" DR-11 HDPE (OPEN CUT)	60	LF	\$198.01		\$11,880.60	80	\$15,840.80		\$15,840.80	133.3%	-\$3,960.20
10	TRACER WIRE SYSTEM	942	LF	\$3.77		\$3,551.34	1095	\$4,128.15		\$4,128.15	116.2%	-\$576.81
11	8" GATE VALVE	1	EA	\$1,515.62		\$1,515.62						\$1,515.62
12	6" GATE VALVE	1	EA	\$1,168.44		\$1,168.44						\$1,168.44
13	CONNECTION: PROPOSED 12" TO EXISTING 20" (HOT TAP w/ VALVE)	1	EA	\$9,217.06		\$9,217.06						\$9,217.06
14	CONNECTION: PROPOSED 12" TO PROPOSED 12" (TEE)	1	EA	\$7,689.95		\$7,689.95	1	\$7,689.95		\$7,689.95	100.0%	
15	CONNECTION: PROPOSED 12" TO PROPOSED 8" (TEE & REDUCER)	1	EA	\$5,083.13		\$5,083.13	1	\$5,083.13		\$5,083.13	100.0%	
16	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & REDUCER)	1	EA	\$2,922.16		\$2,922.16	1	\$2,922.16		\$2,922.16	100.0%	
17	CONNECTION: PROPOSED 6" TO PROPOSED 4" (TEE)	1	EA	\$2,525.36		\$2,525.36						\$2,525.36
18	3-WAY FIRE HYDRANT WITH APPURTENANCES (INCL. TEE & VALVE)	2	EA	\$5,587.12		\$11,174.24	2	\$11,174.24		\$11,174.24	100.0%	
19	6" FIRE SUPPRESSION CONNECTION	3	EA	\$4,895.89		\$14,687.67	3	\$14,687.67		\$14,687.67	100.0%	
20	3" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TEE & VALVE)	4	EA	\$3,941.36		\$15,765.44	4	\$15,765.44		\$15,765.44	100.0%	
21	2" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TEE & VALVE)	1	EA	\$2,708.84		\$2,708.84						\$2,708.84
22	1-1/2" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TEE & VALVE)	2	EA	\$1,946.62		\$3,893.24						\$3,893.24
	KATIE AVENUE (WATER)											
	Totals					\$890,558.48		\$571,929.43		\$571,929.43		\$318,629.05

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):										Application Number: 9		
Application Period: 12/1/2019- 4/30/2020										Application Date: 5/11/2020		
A										F		
Bid Item No.	Item Description	Contract Information			B	C	D	E	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)	
		Item Quantity	Units	Unit Price								Total Value of Item (\$)
SUBTOTAL FROM PREVIOUS PAGE												
1	8" DUCTILE IRON WATER LINE (OPEN CUT)	460	LF	\$33.56	\$890,558.48		380	\$571,929.43		\$571,929.43	82.6%	\$318,629.05
2	3" SCH. 80 PVC (OPEN CUT)	41	LF	\$21.07	\$863.87		60	\$1,264.20		\$12,752.80	146.3%	\$2,684.80
3	1-1/2" SCH. 80 PVC (OPEN CUT)	40	LF	\$19.59	\$783.60		60	\$1,175.40		\$1,264.20	150.0%	\$400.33
4	TRACER WIRE SYSTEM	541	LF	\$3.26	\$1,763.66		500	\$1,630.00		\$1,175.40	92.4%	\$391.80
5	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/ 4	1	EA	\$4,568.39	\$4,568.39		1	\$4,568.39		\$1,630.00	100.0%	\$133.66
6	3-WAY FIRE HYDRANT WITH APPURTENANCES (INCL. TEE	1	EA	\$5,440.23	\$5,440.23		1	\$5,440.23		\$10,096.23	100.0%	
7	6" FIRE SUPPRESSION CONNECTION	1	EA	\$3,705.81	\$3,705.81		1	\$3,705.81		\$5,440.23	100.0%	
8	3" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. T	1	EA	\$3,609.46	\$3,609.46		1	\$3,609.46		\$3,705.81	100.0%	
9	1-1/2" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INC	1	EA	\$1,967.23	\$1,967.23		1	\$1,967.23		\$3,609.46	100.0%	
ARLEGE (SEWER)												
1	8" PVC SEWER, SDR 26 (6'-8')	403	LF	\$29.28	\$11,799.84		210	\$6,148.80		\$1,967.23	100.0%	
2	8" PVC SEWER, SDR 26 (8'-10')	60	LF	\$34.26	\$2,055.60		150	\$5,139.00		\$6,148.80	52.1%	\$5,651.04
3	6" PVC SEWER, SDR 26 (ALL DEPTHS)	144	LF	\$22.08	\$3,179.52		173.25	\$3,825.36		\$5,139.00	250.0%	\$3,083.40
4	TRACER WIRE SYSTEM	607	LF	\$4.47	\$2,713.29		533.25	\$2,383.63		\$3,825.36	120.3%	\$645.84
5	48" DIAMETER PRECAST CONCRETE MANHOLE (6'-8')	2	EA	\$4,016.80	\$8,033.60		2	\$8,033.60		\$2,383.63	87.9%	\$329.66
6	60" DIAMETER PRECAST CONCRETE MANHOLE (8'-10')	1	EA	\$4,657.75	\$4,657.75		0.79	\$3,679.62		\$8,033.60	100.0%	
7	8" X 8" X 6" SERVICE TEE	6	EA	\$508.21	\$3,049.26		4	\$2,032.84		\$3,679.62	79.0%	\$978.13
8	6" PVC CLEANOUT	6	EA	\$652.53	\$3,915.18		5	\$3,262.65		\$2,032.84	66.7%	\$1,016.42
9	DEMOLITION AND REMOVAL OF EXISTING MANHOLE	1	EA	\$933.30	\$933.30					\$3,262.65	83.3%	\$652.53
10	ABANDONMENT OF EXISTING MANHOLE	2	EA	\$684.42	\$1,368.84							\$933.30
11	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	766	CY	\$11.82	\$9,054.12		1752	\$20,708.54		\$20,708.64	228.7%	\$1,368.84
KATIE AVE & EDWARDS ST (SEWER)												
1	8" PVC SEWER, SDR 26 (8'-10')	149	LF	\$34.26	\$5,104.74		395	\$13,532.70		\$20,708.64	265.1%	\$8,427.96
2	8" PVC SEWER, SDR 26 (10'-12')	306	LF	\$39.24	\$12,007.44		55	\$2,158.20		\$13,532.70	18.0%	\$9,849.24
3	6" PVC SEWER, SDR 26 (ALL DEPTHS)	81	LF	\$15.57	\$1,261.17		62	\$965.34		\$2,158.20	76.5%	\$295.83
Totals					\$997,831.98			\$679,913.33		\$20,708.64		\$317,918.65

Monthly Totals

For (Contract):	Application Number: 9
Application Period: 12/1/2019-4/30/2020	Application Date: 5/11/2020

ITEM NUMBER	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
	ARLEGE STREET (ROADWAY)											
1	CLEARING AND GRUBBING	1										1
2	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	43.56										43.56
3	REMOVAL OF CURB &/OR CURB & GUTTER, ALL TYPES					560						560
4	REMOVAL OF UTILITIES			1								1
5	EXCESS EXCAVATION, LVM, AH											
6	SAND BAGS											
7	WATTLED, 20"											
8	GRANULAR MATERIAL (LVM) (CLASS 9, GROUP B)											
9	9.5 MM, MT, ASPHALT PAVEMENT											
10	19 MM, MT, ASPHALT PAVEMENT											
11	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS											
12	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" THICK, BROOM FINISH											
13	COMBINATION CONCRETE CURB & GUTTER, PER PLANS									130		130
14	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT									12		12
15	CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURES								7	12.1		34.2
16	REINFORCING STEEL					9.12	5.98					14.10
17	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS					1084	526.2			1089		2699.2
18	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS					235	75					310
19	8" CORRUGATED POLYETHYLENE PIPE					20						20
20	10" CORRUGATED POLYETHYLENE PIPE											
21	12" CORRUGATED POLYETHYLENE PIPE						20					20
22	CASTINGS						20					20
23	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW									553		553
24	THERMOPLASTIC DETAIL STRIPE, WHITE											

Monthly Totals

For (Contract):	Application Number: 9
Application Period: 12/1/2019- 4/30/2020	Application Date: 5/11/2020

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

Monthly Totals

For (Contract):	Application Number: 9
Application Period: 12/1/2019- 4/30/2020	Application Date: 5/11/2020

ITEM NUMBER	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
19	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, BROOM FINISH											
20	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, STAMPED AND COLORED											
21	CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURES	14.18	1203	9.3					12	3.25		38.73
22	REINFORCING STEEL									292.5		2285.5
23	15" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS	8		16								24
24	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS			193								193
25	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS			16								16
26	30" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS			203								203
27	44" X 27" REINFORCED CONCRETE ARCH PIPE, CLASS A3, FLEXIBLE P	70		32								102
28	51" X 31" REINFORCED CONCRETE ARCH PIPE, CLASS A3, FLEXIBLE P	240										240
29	51" X 31" REINFORCED CONCRETE ARCH PIPE END SECTION											
30	CASTINGS											
31	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW									395		395
32	THERMOPLASTIC DETAIL STRIPE, WHITE											
33	THERMOPLASTIC LEGEND, WHITE											
34	THERMOPLASTIC LEGEND, WHITE											
35	DETECTABLE WARNING, PER PLANS											
36	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" THICKNESS											
37	STEEL U-SECTION POSTS, 2.0 LBS/FT											
38	MAINTENANCE OF TRAFFIC	0.25	0.1	0.1		0.55						1
39	MOBILIZATION	0.4	0.1	0.1		0.4						1
TRAFFIC SIGNAL RELOCATION												
1	RELOCATION OF EXISTING TRAFFIC SIGNAL CONTROLLER, PER PLANS				1							1
2	REMOVAL OF EXISTING TRAFFIC CONTROLLER BASE				1							1
3	MAINTENANCE OF TRAFFIC				1							1

Monthly Totals

For (Contract):	Application Number: 9
Application Period: 12/1/2019- 4/30/2020	Application Date: 5/11/2020

ITEM NUMBER	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
4	MOBILIZATION				1							1
	ARLEDGE STREET (WATER)											
1	12" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)						200	442	80			722
2	18" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)						40					40
3	16" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)						120	25				145
4	4" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)											
5	3" SCH. 80 PVC (OPEN CUT)											
6	2" SCH. 80 PVC (OPEN CUT)											
7	1-1/2" SCH. 80 PVC (OPEN CUT)											
8	20" STEEL CASING (BORED)						60	-60				33
9	16" DR-11 HDPE (OPEN CUT)						60					60
10	TRACER WIRE SYSTEM						80					80
11	18" GATE VALVE						500	515	80			1095
12	16" GATE VALVE											
13	CONNECTION: PROPOSED 12" TO EXISTING 20" (HOT TAP w/ 12" VALVE)											
14	CONNECTION: PROPOSED 12" TO PROPOSED 12" (TEE)							1				1
15	CONNECTION: PROPOSED 12" TO PROPOSED 8" (TEE & REDUCER)						1					1
16	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & REDUCERS)						1					1
17	CONNECTION: PROPOSED 6" TO PROPOSED 4" (TEE)											
18	3-WAY FIRE HYDRANT WITH APPURTENANCES (INCL. TEE, VALVE, HYDRANT, BRASS TAG, PIPE & OTHER FITTINGS)							2				2
19	6" FIRE SUPPRESSION CONNECTION							3				3
20	3" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TAP, VALVE, CURB STOP, FITTINGS, VALVE BOX, METER)						2					4
21	12" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TAP, VALVE, CURB STOP, FITTINGS, VALVE BOX, METER, METER BOX)							1				1
22	1-1/2" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TAP, VALVE, CURB STOP, FITTINGS, VALVE BOX, ME						1	-1				
	KATIE AVENUE (WATER)											

Monthly Totals

For (Contract):	Application Number: 9
Application Period:	Application Date: 5/11/2020
12/1/2019- 4/30/2020	

ITEM NUMBER	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
1	18" DUCTILE IRON WATER LINE (OPEN CUT)						380					380
2	3" SCH. 80 PVC (OPEN CUT)							60				60
3	1-1/2" SCH. 80 PVC (OPEN CUT)							60				60
4	TRACER WIRE SYSTEM						380	120				500
5	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/ 8" VALVE)						1					1
6	3-WAY FIRE HYDRANT WITH APPURTENANCES (INCL. TEE, VALVE, HYDRANT, BRASS TAG, PIPE & OTHER FITTINGS)						1					1
7	6" FIRE SUPPRESSION CONNECTION						1					1
8	3" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TAP, VALVE, CURB STOP, FITTINGS, VALVE BOX, METER)						1					1
9	1-1/2" SERVICE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TAP, VALVE, CURB STOP, FITTINGS, VALVE BOX, METER, METEF)						1					1
ARLEDGE (SEWER)												
1	18" PVC SEWER, SDR 26 (6'-8')		210									210
2	8" PVC SEWER, SDR 26 (8'-10')	150										150
3	6" PVC SEWER, SDR 26 (ALL DEPTHS)	60	50.25			63						173.25
4	TRACER WIRE SYSTEM	210	260.25			35	28					533.25
5	1/48" DIAMETER PRECAST CONCRETE MANHOLE (6'-8')		2									2
6	60" DIAMETER PRECAST CONCRETE MANHOLE (8'-10')	0.79										0.79
7	8" X 8" X 6" SERVICE TEE		4									4
8	6" PVC CLEANOUT		4			1						5
9	DEMOLITION AND REMOVAL OF EXISTING MANHOLE											
10	ABANDONMENT OF EXISTING MANHOLE											
11	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	420				884	80	336		32		1752
KATIE AVE & EDWARDS ST (SEWER)												
1	18" PVC SEWER, SDR 26 (8'-10')	395										395
2	8" PVC SEWER, SDR 26 (10'-12')	55										55
3	6" PVC SEWER, SDR 26 (ALL DEPTHS)	8		54								62

For (Contract):		Application Number:	9
Application Period:	12/1/2019- 4/30/2020	Application Date:	5/11/2020

EJCDC® C-620 Contractor's Application for Payment
© 2013 National Society of Professional Engineers for EJCDC. All rights reserved.
Page 13 of 17

Progress Billing Invoice

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

Invoice #: 199004.1

Date: 05/13/20

Application #: 1

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

Invoice Due Date: 06/12/20

Payment Terms: Net 30 days

Contract: 120020- City of Hattiesburg Term Bid Purchase Order 199004 Camp St

Cont Item	Description	Contract Amount	Contract Quantity	Quantity This Period	Quantity JTD	U/M	Unit Price	Amount This Period	Amount To-Date	% Compl
1990041	Camp St 1.5" SC-1 Overlay	101,035.00	1,100.00	855.35	855.35	TON	91.85000	78,563.90	78,563.90	77.76%
1990042	Camp St Milling	2,850.00	100.00	0.00	0.00	TON	28.50000	0.00	0.00	0.00%
1990043	Camp St Tack	3,900.00	650.00	0.00	0.00	GAL	6.00000	0.00	0.00	0.00%
1990044	Camp St Motor Grader and Operator	3,900.00	20.00	20.00	20.00	HRS	195.00000	3,900.00	3,900.00	100.00%
1990045	Camp St Manhole Riser Rings	2,500.00	10.00	8.00	8.00	EA	250.00000	2,000.00	2,000.00	80.00%
1990046	Camp St Water Valve Riser Rings	425.00	5.00	0.00	0.00	EA	85.00000	0.00	0.00	0.00%
1990047	Camp St BB-1 Base Course	67,500.00	750.00	0.00	0.00	TON	90.00000	0.00	0.00	0.00%
1990048	Camp St Unclassified Excavation	2,500.00	100.00	0.00	0.00	CY	25.00000	0.00	0.00	0.00%
199004FA	Camp St Fuel Adjustment	0.00	0.00	0.00	0.00	TON	0.00000	-1,077.74	-1,077.74	0.00%

Total Billed To Date: 83,386.16

Less Retainage: 0.00

Less Previous Applications: 0.00

Total Due This Invoice: 83,386.16



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

February 10, 2020
Project No: 11296
Invoice No: 21286

Project Manager Nicholas Connolly
Project 11296 Camp Street Ditch Upgrades
Professional Services from December 22, 2019 to January 25, 2020

Professional Personnel

	Hours	Rate	Amount	
CADD TECHNICIAN I				
Simmons, Skyler	4.00	90.00	360.00	
Sullivan, Richard	.50	105.00	52.50	
PROJECT ENGINEER				
Connolly, Nicholas	3.00	175.00	525.00	
Totals	7.50		937.50	
Total Labor				937.50
		Total this Invoice		\$937.50

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

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE “CITY”) AUTHORIZING REQUISITION NO. 65 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. **65** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$320,752.55** 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. **65** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Three Hundred Twenty Thousand Seven Hundred Fifty-Two and 55/100 dollars (\$320,752.55)** 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 **2nd** day of **June, 2020**.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **2nd** day of **June, 2020**.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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

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

CITY OF HATTIESBURG, MISSISSIPPI

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

As Approved by:

Regions Commercial Equipment Finance, LLC
As Purchaser

Authorized Officer



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, June 2, 2020

Re: Adopt a Resolution declaring certain vehicles as surplus (per attached memo) and authorize sale of said vehicles at auction and remove from the City's inventory of the Department of Water and Sewer.
File Number: 2020-360
Minute Book #

Summary

Adopt a Resolution declaring certain vehicles as surplus (per attached memo) and authorize sale of said vehicle at auction and remove from the City's inventory of the Department of Water and Sewer.

Recommendation Statement

I recommend adoption of this resolution.

Please place this on the June 2, 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
FROM: Alan Howe, Water and Sewer, Director
DATE: May 19, 2020
RE: Surplus Vehicles

This memo is to request the vehicles listed below be declared surplus and removed from our inventory and sold to Alter Metal Recycling.

Asset#	Year	Description	VIN#
14128	2002	Chevy Silverado 1500	#1gcec19tx4z285663
12605	1999	Dodge Ram 1500	#1b7hc16zx1s294132

Thank you

Alan Howe

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines that certain items(per attached list) is no longer needed for municipal or related purposes and is not to be used in the future operation of the City; and

WHEREAS, the Governing Authorities of the City of Hattiesburg are authorized and empowered in their discretion to dispose of said equipment in accordance with appropriate Miss Code statutes; and

WHEREAS, the Governing Authorities of the City of Hattiesburg desire to sell said assets at auction.

NOW, THEREFORE, BE IT RESOLVED that the Hattiesburg City Council does hereby declare surplus the following equipment, as per attached memo.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, on this the 2nd day of June, A.D., 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, the 2nd day of June., 2020.

ATTEST:

APPROVED:



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, June 2, 2020

Re: Adopt a Resolution declaring surplus a certain parcel of city-owned real estate at the corner of East 4th Street and Nora Street and authorize disposition by auction via GovDeals.
File Number: 2020-362
Minute Book #

Summary

Adopt a Resolution declaring surplus a certain parcel of city-owned real estate at the corner of East 4th Street and Nora Street and authorize disposition by auction via GovDeals.

Recommendation Statement

I recommend adoption of resolution to surplus.

Please place this on the June 2, 2020 City Council meeting for consideration.

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines the parcel at the corner of East 4th Street and Nora Street, better identified by PPIN 22901 and county parcel number 2-029J-10-073.00, is no longer needed for municipal or related purposes and is not to be used in the future operation of the City; and

WHEREAS, the governing authorities of the City of Hattiesburg are authorized and empowered in their discretion to convey said property in accordance with appropriate Miss Code statutes; and

WHEREAS, the governing authorities of the City of Hattiesburg desire to dispose of said property with no residual value at the solid waste landfill and dispose at auction any property having a residual value;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Hattiesburg City Council does hereby declare surplus the aforementioned property and authorizes sale of the same.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, on this 2nd day of June, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, on this 2nd day of June, 2020.

ATTEST:

ADOPTED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, June 2, 2020

Re: Acknowledge receipt of a Deed of Dedication from The Met Apartments, LLC for a portion of a parcel of property located in Lamar County and fully described in the attached exhibit and survey as Lake Forgetful Road; Accept said parcel known as Lake Forgetful Road for public use and maintenance.
File Number: 2020-353
Minute Book #

Summary

Acknowledge receipt of a Deed of Dedication from The Met Apartments, LLC for a portion of a parcel of property located in Lamar County and fully described in the attached exhibit and survey as Lake Forgetful Road; Accept said parcel known as Lake Forgetful Road for public use and maintenance.

Recommendation Statement

I recommend approval of this item.

Please place this on the June 2, 2020 City Council meeting for consideration.

Space Above Line for Official Use Only

Prepared by and return to:

Roger W. Williams
MS Bar No. 10298
Watkins & Eager PLLC
400 East Capitol St.
Jackson, MS 39201
601.965.1900

GRANTOR:

The Met Apartments, LLC
116 One Madison Plaza, Suite 2100
Madison, MS 39110
Telephone: 601.707.0672

GRANTEE:

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39404
Telephone: 601.545-4540

Indexing Instructions: SW ¼ of SE ¼ of Section 10, Township 4N, Range 14W, Lamar County,
Mississippi,

DEED OF DEDICATION

WHEREAS, The Met Apartments, LLC, a Mississippi limited liability company, is the owner of certain property located in the City of Hattiesburg and desires to dedicate such property further described below to the City of Hattiesburg, a municipal corporation, for street improvement purposes in the course of the expansion of Lake Forgetful Road; and

WHEREAS, the City of Hattiesburg is willing to accept the dedication of such property further described below.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good, legal and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned **The MET Apartments, LLC**, a Mississippi limited liability

company (the "Grantor"), does hereby dedicate, grant, quitclaim and convey for public use and maintenance unto the **City of Hattiesburg**, a municipal corporation (the "Grantee"), the following land and property located and situated in Lamar County, Mississippi, and being more particularly described as follows, to-wit:

SEE EXHIBIT A ATTACHED HERETO FOR THE LEGAL DESCRIPTION (the "Subject Property").

This dedication shall run with the Subject Property and be binding upon the parties, their successors, assigns, personal representatives and heirs.

Nothing in this deed shall create any right in the public or any third party to maintain any suit or action against any party hereto.

If any provision of this deed is determined to be invalid by a court of competent jurisdiction, the remainder of this deed shall not be affected thereby.

The Grantee, acting by and through its Mayor, duly authorized by action of the City Council of the City of Hattiesburg, accepts the conveyance of the Subject Property.

The Grantor acknowledges the existence of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (the "Act"), Public Law 91-646 and acknowledges that it is aware of its rights under said Act, including, but not limited to:

- (1) Notification of the Grantee's desire to obtain the Subject Property enclosing a copy of the Act;
- (2) An opportunity to receive an appraisal and to accompany the appraiser during the initial inspection; and
- (3) An opportunity to have the value of the property determined by a court of competent jurisdiction and to be compensated therefor.

The Grantor does hereby waive all rights and privileges pursuant to the Act, Public Law 91-646, as well as any rights under Mississippi Code Section 43-37-3 pertaining to acquisition of property by public agencies.

The Grantor fully understands that it has the right to receive just compensation for the Subject Property based on an appraisal, and the Grantor waives such right to just compensation from the Grantee and donates the Subject Property to the City of Hattiesburg.

The Grantor further understands that it has the right to request that a fair market value appraisal of the Subject Property be made, and the Grantor hereby waives that right.

It is further 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 Grantor, its successors and assigns.

[signatures begin on next page]

WITNESS THE EXECUTION OF THIS INSTRUMENT, this the 18th day of May, 2020.

GRANTOR:

The MET Apartments, LLC
a Mississippi limited liability company

By: [Signature]
George R. Walker III, Manager

STATE OF Mississippi
COUNTY OF Rankin

Personally appeared before me, the undersigned authority in and for the said county and state, on this 18 day of May, 2020, within my jurisdiction, the within named George R Walker III who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he/she executed the same in his/her representative capacity, and that by his/her signature on the instrument, and as the act and deed of the person(s) or entity(ies) upon behalf of which he/she acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

[Signature]
NOTARY PUBLIC



MY COMMISSION EXPIRES: March 21 2023

EXHIBIT A

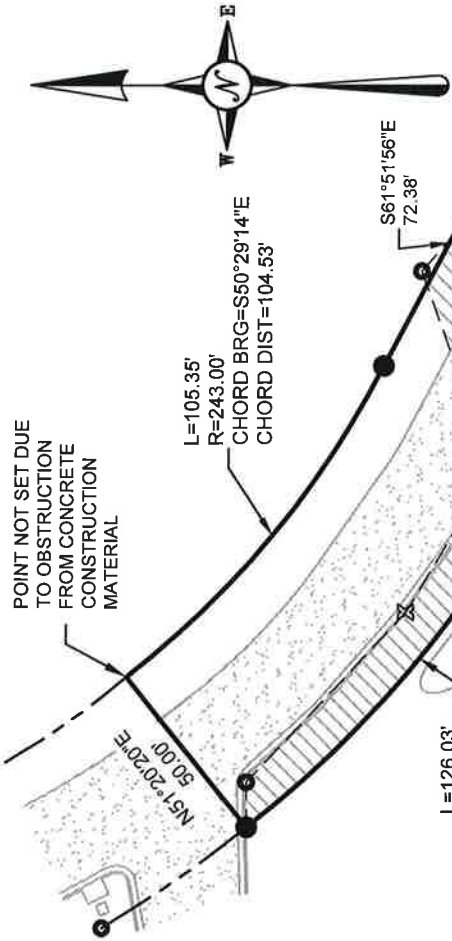
A parcel of land being situated in the SW 1/4 of the SE 1/4 of Section 10, Township 4 North, Range 14 West, Lamar County, Mississippi, being more particularly described as follows:

Commence at a found iron rod at the Southwest corner of the SW 1/4 of the SE 1/4 of Section 10, Township 4 North, Range 14 West, Lamar County, Mississippi; thence run North 89 degrees 58 minutes 56 seconds East 532.35 feet to a found iron rod; thence run North 89 degrees 50 minutes 14 seconds East 349.43 feet to a found iron rod; thence run South 89 degrees 30 minutes 59 seconds East 20.20 feet to a found iron rod; thence run North 55 degrees 48 minutes 43 seconds East 299.39 feet to a set iron rod on the Western right-of-way of Lake Forgetful Drive, said point also being the point of beginning; thence run along said right-of-way North 19 degrees 27 minutes 08 seconds West 239.82 feet to a set iron rod on a curve to left, thence run along said curve and said right-of-way 185.93 feet to a set iron rod, said curve having a radius of 226.67 feet, a chord bearing of North 42 degrees 54 minutes 32 seconds West and a chord distance of 180.76 feet; thence run along said right-of-way North 61 degrees 51 minutes 56 seconds West 73.83 feet to a set iron rod on a curve to the right, thence run along said curve and said right-of-way 126.03 feet to a set iron rod, said curve having a radius of 293.00 feet, a chord bearing of North 50 degrees 29 minutes 24 seconds West and a chord distance of 125.06 feet; thence leaving said right-of-way run North 51 degrees 20 minutes 20 seconds East 50.00 feet to a point not set on the Eastern right-of-way of Lake Forgetful Drive and on a curve to the left; thence run along said curve and said right-of-way 105.35 feet to a set iron rod, said curve having a radius of 243.00 feet, a chord bearing of South 50 degrees 29 minutes 14 seconds East and a chord distance of 104.53 feet; thence run along said right-of-way South 61 degrees 51 minutes 56 seconds East 72.38 feet to a set iron rod on a curve to the right; thence run along said curve and said right-of-way 224.86 feet to a set iron rod, said curve having a radius of 276.67 feet, a chord bearing of South 42 degrees 41 minutes 36 seconds East and a chord distance of 218.72 feet; thence run along said right-of-way South 19 degrees 27 minutes 08 seconds East 235.59 feet; thence leaving said right-of-way run South 65 degrees 44 minutes 54 seconds West 50.00 feet back to the point of beginning.

Said parcel contains 0.73 acres more or less.

Said parcel is subject to any existing easements and/or rights-of-ways.





- NOTES:
- ALL BEARINGS WERE BASED ON GPS OBSERVATION USING SURVEY GRADE RECEIVERS IN REAL TIME KINEMATIC MODE ON THE GCGC COOR NETWORK BASED ON NSPCS MISSISSIPPI EAST ZONE 1983(2011), AND A VERTICAL DATUM USING NAVD 1988, AND GEOID12B (CONUS). MEASUREMENT TOLERANCES OF FIXED RTK NOT EXCEEDING .01 USFT HRMS AND .02 USFT VRMS.
 - DATE OF FIELD SURVEY 12/2/2019.
 - IN PROVIDING THIS BOUNDARY SURVEY NO ATTEMPT HAS BEEN MADE TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY OR LOCATION OF ANY UTILITY EXISTING ON THE SITE, WHETHER PRIVATE, MUNICIPAL OR PUBLIC OWNED EXCEPT AS SHOWN HEREON.
 - NO ABSTRACT OF TITLE, NOR TITLE COMMITMENT, OR RESULTS OF A TITLE SEARCH WERE FURNISHED TO THE SURVEYOR. ALL DOCUMENTS OF RECORD REVIEWED ARE NOTED HEREON. THERE MAY EXIST OTHER DOCUMENTS OF RECORD THAT MAY AFFECT THIS SURVEYED PARCEL.
 - THE PROFESSIONAL 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.
 - SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR CONSIDERED AS PART OF THIS SURVEY. NO EVIDENCE OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.
 - THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDES THE ORIGINAL SEAL AND ORIGINAL SIGNATURE OF THE SURVEYOR.

EXISTING
STORM WATER
RETENTION POND

0.73
ACRES±

N/F LAKE FORGETFUL
PROPERTIES LLC
DEED BOOK 020G, PAGE 067

N/F GLENN P RAWLS AND
SUSIE RAWLS QUINT
REVOCABLE TRUST
DEED BOOK 0211, PAGE 617

AREA OF PROPERTY OWNED
INSIDE LAKE FORGETFUL DRIVE
RIGHT-OF-WAY = 0.52 ACRES ±
50' RIGHT-OF-WAY
LAKE FORGETFUL DRIVE
CENTERED ON PAVED, PUBLIC ROAD
(RECENTLY PAVED BY CITY OF HATTIESBURG)

CLUBHOUSE
FF=269.12
AREA=5369 FT²

BUILDING
FF=267.35
AREA=10,248 FT²
HEIGHT=33.3 FT

- REFERENCES:
- LAMAR COUNTY OWNERSHIP MAP
 - LAMAR COUNTY TAX MAP
 - DEED BOOK 020G, PAGE 067
 - DEED BOOK 0211, PAGE 617
 - ALTA/ACSM LAND TITLE SURVEY FOR HATTIESBURG MET 1, LLC BY CLEARPOINT CONSULTING ENG., DATED 12/10/2015.
 - BOUNDARY SURVEY FOR WALLACE ENTERPRISES, INC. BY CLEARPOINT CONSULTING ENG., DATED 11/12/2015.
 - PLAT OF SURVEY FOR HATTIESBURG MET 1, LLC BY W ENGINEERING DATED 10/31/16
 - ALTA/NSPS LAND TITLE SURVEY FOR HATTIESBURG MET 1, LLC BY W ENG. DATED 08/08/18

POINT OF COMMENCEMENT
FOUND IRON ROD AT THE SW
CORNER OF THE SW 1/4 OF THE
SE 1/4 OF SECTION 10, T4N, R14W,
LAMAR CO., MS

LEGEND	
⊗	- "X" FOUND IN CONCRETE
⊙	- FOUND IRON ROD
●	- SET IRON ROD
(S)	- AS PER SURVEY
(R)	- AS PER RECORD



Sheet 01 of 02
See Sheet 02 for Legal Description

PROJECT #	DATE
1796	01/03/2020
SCALE	DR. BY
1" = 50'	CHUCK
CLASS	REVISION
"C"	

W ENGINEERING, P.A.

301 Central Avenue East
Wiggins, MS 39577

Office 601-928-5981
www.weng-ms.com

PLAT OF SURVEY FOR:

THE RIGHT-OF-WAY OF LAKE FORGETFUL DRIVE

SITUATED IN SECTION 10, T4N, R14W, LAMAR COUNTY, MS

SHEET 02 OF 02
LEGAL DESCRIPTIONS FOR
The Right-of-Way of LAKE FORGETFUL DRIVE

A parcel of land being situated in the SW 1/4 of the SE 1/4 of Section 10, Township 4 North, Range 14 West, Lamar County, Mississippi, being more particularly described as follows:

Commence at a found iron rod at the Southwest corner of the SW 1/4 of the SE 1/4 of Section 10, Township 4 North, Range 14 West, Lamar County, Mississippi; thence run North 89 degrees 58 minutes 56 seconds East 532.35 feet to a found iron rod; thence run North 89 degrees 50 minutes 14 seconds East 349.43 feet to a found iron rod; thence run South 89 degrees 30 minutes 59 seconds East 20.20 feet to a found iron rod; thence run North 55 degrees 48 minutes 43 seconds East 299.39 feet to a set iron rod on the Western right-of-way of Lake Forgetful Drive, said point also being the point of beginning; thence run along said right-of-way North 19 degrees 27 minutes 08 seconds West 239.82 feet to a set iron rod on a curve to left, thence run along said curve and said right-of-way 185.93 feet to a set iron rod, said curve having a radius of 226.67 feet, a chord bearing of North 42 degrees 54 minutes 32 seconds West and a chord distance of 180.76 feet; thence run along said right-of-way North 61 degrees 51 minutes 56 seconds West 73.83 feet to a set iron rod on a curve to the right, thence run along said curve and said right-of-way 126.03 feet to a set iron rod, said curve having a radius of 293.00 feet, a chord bearing of North 50 degrees 29 minutes 24 seconds West and a chord distance of 125.06 feet; thence leaving said right-of-way run North 51 degrees 20 minutes 20 seconds East 50.00 feet to a point not set on the Eastern right-of-way of Lake Forgetful Drive and on a curve to the left; thence run along said curve and said right-of-way 105.35 feet to a set iron rod, said curve having a radius of 243.00 feet, a chord bearing of South 50 degrees 29 minutes 14 seconds East and a chord distance of 104.53 feet; thence run along said right-of-way South 61 degrees 51 minutes 56 seconds East 72.38 feet to a set iron rod on a curve to the right; thence run along said curve and said right-of-way 224.86 feet to a set iron rod, said curve having a radius of 276.67 feet, a chord bearing of South 42 degrees 41 minutes 36 seconds East and a chord distance of 218.72 feet; thence run along said right-of-way South 19 degrees 27 minutes 08 seconds East 235.59 feet; thence leaving said right-of-way run South 65 degrees 44 minutes 54 seconds West 50.00 feet back to the point of beginning.

Said parcel contains 0.73 acres more or less.

Said parcel is subject to any existing easements and/or rights-of-ways.





Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, June 2, 2020

Re: Acknowledge bids received May 7, 2020 for the Duncan Lake Trail Extension Project and accept the bid from RJM McQueen Contracting, Inc. in the amount of \$155,330.00 for the base bid and \$117,427.50 for additive alternate #1; Authorize Mayor to execute contracts upon preparation.
File Number: 2020-351
Minute Book #

Summary

Acknowledge bids received May 7, 2020 for the Duncan Lake Trail Extension Project and accept the bid from RJM McQueen Contracting, Inc. in the amount of \$155,330.00 for the base bid and \$117,427.50 for additive alternate #1; Authorize Mayor to execute contracts upon preparation.

Recommendation Statement

I recommend approval of this item.

Please place this on the June 2, 2020 City Council meeting for consideration.

May 21, 2020
N-S Project No. 15384.000

City of Hattiesburg
Attn.: Mr. Lamar Rutland, PE, Director of Engineering
P.O. Box 1898
Hattiesburg, Mississippi 39403

REFERENCE: DUNCAN LAKE TRAIL EXTENSION PROJECT
CITY OF HATTIESBURG, FORREST COUNTY

Dear Mr. Rutland:

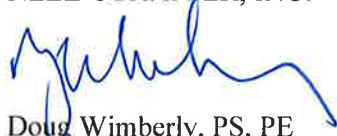
Please find enclosed the Certified Bid Tabulation of the bids received for the referenced project which were opened and read aloud at the bid opening on May 7, 2020. Of the six (6) bids received, J&A Excavation, Inc. (J&A) COR No. 23299-SC submitted the lowest base bid in the amount of \$124,860.00, and the lowest (Base Bid + Additive Alternates #1 & #2) at \$314,656.25. RJM McQueen Contracting, Inc. (RJM) COR No. 03275-MC, submitted the next lowest based bid in the amount of \$155,330.00, and the second lowest (Base Bid + Additive Alternates #1 & #2) in the amount of \$355,562.50.

After review of J&A Excavation's Certificate of Responsibility and licenses as issued by the Mississippi Board of Contractors (MSBOC) and in consultation with the MSBOC, it appears that J&A Excavation does not possess the licenses required to perform the project. A review of the Certificate of Responsibility and licenses of the next lowest bidder, RJM McQueen, along with consultation with the MSBOC, revealed that they do hold the licenses necessary to perform the project. Therefore, we recommend that the City, subject to approval of its legal counsel, review the bids and make a factual determination about what we have presented and if they agree, award to the second lowest bidder, RJM McQueen, due to the first lowest bidder, J&A Excavation not holding the necessary licenses.

Once the City determines award and what alternates will be included, let us know and we'll prepare the Notice of Award.

If you have any questions regarding this information, give me a call.

Sincerely,
NEEL-SCHAFFER, INC.



Doug Wimberly, PS, PE
Vice President

Encl.
Cc w/encl. Sid Gonsoulin

Doug Wimberly

From: Stephanie Lee <stephanie@msboc.us>
Sent: Wednesday, May 20, 2020 3:28 PM
To: Doug Wimberly
Cc: Dayna Lawrence; Charles Sharman
Subject: RE: Duncan Lake Walking Trail

Good afternoon Doug,

Pursuant to Rule 30-9-802:1.2.(3) of the Rules and Regulations of the Mississippi State Board of Contractors, "when the total cost of a project is at least 50% of a particular classification of work as determined by the awarding entity or its engineer, architect or other representative, the awarding entity shall allow the holder of the certificate of responsibility in that particular classification to bid on or enter into a contract to perform work on the project in its entirety."

It is my understanding that as the awarding architect, you have determined that at least 50% of the total cost of the project entitled "DUNCAN LAKE TRAIL EXTENSION PROJECT" involves concrete. Based on that information, I have noted below whether or not the following contractors who submitted a bid hold the appropriate classification of licensure to bid or perform the work:

1. J & A Excavation, Inc., COR #23299 - Contractor does **NOT** hold the proper classification of licensure to bid or perform this work.
2. RJM-McQueen, COR #03275 - Contractor does hold the proper classification of licensure to bid and perform this work.
3. Wildstone Construction Services, COR #22938 - Contractor does hold the proper classification of licensure to bid and perform this work.
4. Pavecone, LTD, COR #17886 - Contractor does hold the proper classification of licensure to bid and perform this work.
5. **Holiday Construction - No COR on file for this contractor.**

If you have any questions or need additional information, please let me know.

Due to the Public Health Emergency from COVID-19, MSBOC offices are temporarily closed to the general public. However, the Mississippi State Board of Contractors continues to deliver essential services. While we continue to provide service, please recognize that some hold times and processing times may be longer than usual. You are encouraged to utilize our online resources and information provided on our website at www.msboc.us.



GET CONNECTED TO THE BOARD OF CONTRACTORS!

TEXT MSBOC TO 95577 TO GET IMPORTANT NEWS & UPDATES. (STANDARD MSG RATES APPLY)

Duncan Lake Trail Extension Project

City of Hattiesburg

Base Bid				J & A Excavation, Inc. 424 SCR 3 Taylorsville, MS 39168		RJM McQueen 80 Ramsey McQueen Rd Collins, MS 39428		Wildstone Construction P O Box 1122 Madison, MS 39130		Pavecon, Ltd 6677 I-55 South Byram, MS 39272		Fairley Construction 828 Highway 11 Petal, MS 39465		Holiday Construction 534 Highway 26 East Poplarville, MS 39470	
Item Number	Pay Item Description	Unit	Quantity	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
203-A	UNCLASSIFIED EXCAVATION, FM	CY	560	\$3.50	\$1,960.00	\$5.00	\$2,800.00	\$10.00	\$5,600.00	\$28.25	\$15,820.00	\$27.00	\$15,120.00	\$25.00	\$14,000.00
203-EX	BORROW EXCAVATION, AH, FME, CLASS B9	CY	50	\$8.50	\$425.00	\$20.00	\$1,000.00	\$50.00	\$2,500.00	\$200.00	\$10,000.00	\$40.00	\$2,000.00	\$75.00	\$3,750.00
209-A	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	SY	2350	\$1.50	\$3,525.00	\$1.20	\$2,820.00	\$1.70	\$3,995.00	\$2.16	\$5,076.00	\$5.00	\$11,750.00	\$45.00	\$105,750.00
234-A	TEMPORARY SILT FENCE	LF	500	\$4.25	\$2,125.00	\$2.00	\$1,000.00	\$4.00	\$2,000.00	\$4.59	\$2,295.00	\$5.00	\$2,500.00	\$4.00	\$2,000.00
237-A	WATTLES, 12"	LF	100	\$13.00	\$1,300.00	\$5.00	\$500.00	\$5.00	\$500.00	\$7.39	\$739.00	\$12.50	\$1,250.00	\$10.00	\$1,000.00
246-A	SANDBAGS	EACH	100	\$9.30	\$930.00	\$1.00	\$100.00	\$4.00	\$400.00	\$5.97	\$597.00	\$5.00	\$500.00	\$10.00	\$1,000.00
603-CE	22"X13" CONCRETE ARCH PIPE, CLASS III A	LF	8	\$55.00	\$440.00	\$50.00	\$400.00	\$120.00	\$960.00	\$106.00	\$848.00	\$50.00	\$400.00	\$300.00	\$2,400.00
603-CF	22"X13" CONCRETE ARCH PIPE END SECTION	EACH	2	\$1,750.00	\$3,500.00	\$800.00	\$1,600.00	\$500.00	\$1,000.00	\$641.00	\$1,282.00	\$742.00	\$1,484.00	\$500.00	\$1,000.00
608-A	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	SY	1350	\$55.00	\$74,250.00	\$56.00	\$75,600.00	\$45.00	\$60,750.00	\$55.00	\$74,250.00	\$82.00	\$110,700.00	\$105.00	\$141,750.00
907-242-PP	CONSTRUCTION OF BOARDWALK, PER PLANS	LS	1	\$17,500.00	\$17,500.00	\$58,000.00	\$58,000.00	\$37,500.00	\$37,500.00	\$60,083.00	\$60,083.00	\$44,625.00	\$44,625.00	\$60,000.00	\$60,000.00
699-A	ROADWAY CONSTRUCTION STAKES	EACH	1	\$1,995.00	\$1,995.00	\$1,200.00	\$1,200.00	\$900.00	\$900.00	\$5,956.00	\$5,956.00	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00
618-B	ADDITIONAL CONSTRUCTION SIGNS	LS	1	\$3,500.00	\$3,500.00	\$2,800.00	\$2,800.00	\$10,000.00	\$10,000.00	\$3,496.00	\$3,496.00	\$3,200.00	\$3,200.00	\$10,000.00	\$10,000.00
618-A	MAINTENANCE OF TRAFFIC	SF	1	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
907-242-PP	CONSTRUCTION OF KIOSK SIGN FRAME WITH FUNDING SIGN, PER PLANS	LS	1	\$1,900.00	\$1,900.00	\$2,800.00	\$2,800.00	\$20,000.00	\$20,000.00	\$6,865.00	\$6,865.00	\$14,000.00	\$14,000.00	\$10.00	\$10.00
620-A	MOBILIZATION	LS	1	\$11,500.00	\$11,500.00	\$4,700.00	\$4,700.00	\$45,000.00	\$45,000.00	\$12,869.00	\$12,869.00	\$35,356.00	\$35,356.00	\$34,500.00	\$34,500.00
TOTAL BASE BID					\$124,860.00 #1		\$155,330.00		\$191,115.00		\$200,186.00		\$246,395.00		\$380,170.00

Additive Alternate No. 1

201-B	CLEARING & GRUBBING	AC	1	\$3,750.00	\$3,750.00	\$7,500.00	\$7,500.00	\$10.00	\$10.00	\$2,645.00	\$2,645.00	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00
203-A	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	SY	1120	\$7.25	\$8,120.00	\$12.50	\$14,000.00	\$13.00	\$14,560.00	\$7.30	\$8,176.00	\$15.00	\$16,800.00	\$15.00	\$16,800.00
203-A	UNCLASSIFIED EXCAVATION, FM	CY	300	\$3.50	\$1,050.00	\$5.00	\$1,500.00	\$10.00	\$3,000.00	\$25.30	\$7,590.00	\$25.00	\$7,500.00	\$30.00	\$9,000.00
304-G	SIZE 610 CRUSHED STONE BASE, AEA	CY	225	\$102.00	\$22,950.00	\$116.50	\$26,212.50	\$120.00	\$27,000.00	\$163.00	\$36,675.00	\$120.00	\$27,000.00	\$125.00	\$28,125.00
209-A	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	SY	1150	\$1.50	\$1,725.00	\$1.20	\$1,380.00	\$2.00	\$2,300.00	\$2.16	\$2,484.00	\$5.00	\$5,750.00	\$10.00	\$11,500.00
211-B	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	CY	125	\$25.00	\$3,125.00	\$22.00	\$2,750.00	\$20.00	\$2,500.00	\$99.92	\$12,490.00	\$50.00	\$6,250.00	\$200.00	\$25,000.00
216-B	SOLID SODDING, CENTIPEDE	SY	1100	\$10.00	\$11,000.00	\$4.00	\$4,400.00	\$7.30	\$8,030.00	\$4.85	\$5,335.00	\$7.50	\$8,250.00	\$7.00	\$7,700.00
219-A	WATERING	KGAL	175	\$20.00	\$3,500.00	\$20.00	\$3,500.00	\$20.00	\$3,500.00	\$20.00	\$3,500.00	\$20.00	\$3,500.00	\$20.00	\$3,500.00
234-A	TEMPORARY SILT FENCE	LF	500	\$4.25	\$2,125.00	\$2.00	\$1,000.00	\$4.00	\$2,000.00	\$4.59	\$2,295.00	\$5.00	\$2,500.00	\$4.00	\$2,000.00
237-A	WATTLES, 12"	LF	100	\$13.00	\$1,300.00	\$5.00	\$500.00	\$5.00	\$500.00	\$7.39	\$739.00	\$12.00	\$1,200.00	\$10.00	\$1,000.00
246-A	SANDBAGS	EACH	100	\$9.30	\$930.00	\$1.00	\$100.00	\$4.00	\$400.00	\$5.97	\$597.00	\$10.00	\$1,000.00	\$10.00	\$1,000.00
403-A	9.5MM, ST, ASPHALT PAVEMENT	TON	150	\$128.50	\$19,275.00	\$216.50	\$32,475.00	\$120.00	\$18,000.00	\$176.43	\$26,464.50	\$250.00	\$37,500.00	\$200.00	\$30,000.00
618-A	MAINTENANCE OF TRAFFIC	LS	1	\$12,750.00	\$12,750.00	\$2,800.00	\$2,800.00	\$5,000.00	\$5,000.00	\$140.00	\$140.00	\$4,500.00	\$4,500.00	\$10.00	\$10.00
907-258-PP	REMOVABLE BOLLARDS, PER PLANS	EACH	2	\$1,995.00	\$3,990.00	\$1,200.00	\$2,400.00	\$900.00	\$1,800.00	\$4,382.50	\$8,765.00	\$3,900.00	\$7,800.00	\$1,500.00	\$3,000.00
699-A	ROADWAY CONSTRUCTION STAKES	EACH	1	\$500.00	\$500.00	\$900.00	\$900.00	\$900.00	\$900.00	\$1,000.00	\$1,000.00	\$1,600.00	\$1,600.00	\$1,500.00	\$1,500.00
618-B	ADDITIONAL CONSTRUCTION SIGNS	EACH	2	\$750.00	\$1,500.00	\$2,200.00	\$4,400.00	\$1,000.00	\$2,000.00	\$3,596.25	\$7,192.50	\$2,475.00	\$4,950.00	\$750.00	\$1,500.00
907-242-PP	CONSTRUCTION OF KIOSK SIGN FRAME, WITHOUT SIGN, PER PLANS	LS	1	\$3,500.00	\$3,500.00	\$2,800.00	\$2,800.00	\$15,000.00	\$15,000.00	\$1,165.00	\$1,165.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
907-242-PP	CONSTRUCTION OF KAYAK LAUNCH SIGN, PER PLANS	SF	1	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
620-A	MOBILIZATION	LS	1	\$8,500.00	\$8,500.00	\$8,800.00	\$8,800.00	\$20,000.00	\$20,000.00	\$10,970.00	\$10,970.00	\$27,500.00	\$27,500.00	\$18,500.00	\$18,500.00
TOTAL ADDITIVE ALTERNATE NO. 1					\$109,600.00 #2		\$117,427.50		\$126,510.00		\$138,233.00		\$173,610.00		\$172,645.00

Additive Alternate No. 2

201-B	CLEARING & GRUBBING	AC	1	\$3,500.00	\$3,500.00	\$6,100.00	\$6,100.00	\$10.00	\$10.00	\$2,645.00	\$2,645.00	\$3,000.00	\$3,000.00	\$7,500.00	\$7,500.00	
202-A	REMOVAL OF OBSTRUCTIONS	LS	1	\$2,500.00	\$2,500.00	\$8,000.00	\$8,000.00	\$500.00	\$500.00	\$520.00	\$520.00	\$5,500.00	\$5,500.00	\$10,000.00	\$10,000.00	
203-EX	BORROW EXCAVATION, AH, FME, CLASS B9	CY	100	\$8.50	\$850.00	\$35.00	\$3,500.00	\$50.00	\$5,000.00	\$96.32	\$9,632.00	\$32.00	\$3,200.00	\$50.00	\$5,000.00	
203-A	UNCLASSIFIED EXCAVATION, FM	CY	100	\$3.50	\$350.00	\$5.00	\$500.00	\$10.00	\$1,000.00	\$25.30	\$2,530.00	\$52.00	\$5,200.00	\$40.00	\$4,000.00	
304-G	SIZE 610 CRUSHED STONE BASE, AEA	CY	110	\$102.00	\$11,220.00	\$115.50	\$12,705.00	\$100.00	\$11,000.00	\$163.00	\$17,930.00	\$120.00	\$13,200.00	\$125.00	\$13,750.00	
209-A	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	SY	625	\$1.50	\$937.50	\$1.20	\$750.00	\$2.50	\$1,562.50	\$2.16	\$1,350.00	\$5.00	\$3,125.00	\$5.00	\$3,125.00	
211-B	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	CY	75	\$25.00	\$1,875.00	\$22.00	\$1,650.00	\$20.00	\$1,500.00	\$99.92	\$7,494.00	\$50.00	\$3,750.00	\$100.00	\$7,500.00	
216-B	SOLID SODDING, CENTIPEDE	SY	620	\$10.00	\$6,200.00	\$4.00	\$2,480.00	\$7.30	\$4,526.00	\$4.85	\$3,007.00	\$7.50	\$4,650.00	\$7.00	\$4,340.00	
219-A	WATERING	KGAL	100	\$20.00	\$2,000.00	\$20.00	\$2,000.00	\$20.00	\$2,000.00	\$20.00	\$2,000.00	\$20.00	\$2,000.00	\$20.00	\$2,000.00	
234-A	TEMPORARY SILT FENCE	LF	300	\$4.25	\$1,275.00	\$2.00	\$600.00	\$6.00	\$1,800.00	\$4.59	\$1,377.00	\$5.00	\$1,500.00	\$4.00	\$1,200.00	
237-A	WATTLES, 12"	LF	100	\$13.00	\$1,300.00	\$5.00	\$500.00	\$10.00	\$1,000.00	\$7.39	\$739.00	\$12.00	\$1,200.00	\$10.00	\$1,000.00	
246-A	SANDBAGS	EACH	100	\$9.00	\$900.00	\$1.00	\$100.00	\$4.00	\$400.00	\$5.97	\$597.00	\$20.00	\$2,000.00	\$10.00	\$1,000.00	
403-A	9.5MM, ST, ASPHALT PAVEMENT	TON	75	\$128.50	\$9,637.50	\$216.50	\$16,237.50	\$120.00	\$9,000.00	\$176.43	\$13,232.25	\$250.00	\$18,750.00	\$200.00	\$15,000.00	
618-A	MAINTENANCE OF TRAFFIC	LS	1	\$5,000.00	\$5,000.00	\$4,700.00	\$4,700.00	\$5,000.00	\$5,000.00	\$500.00	\$500.00	\$4,500.00	\$4,500.00	\$10.00	\$10.00	
907-258-PP	REMOVABLE BOLLARDS, PER PLANS	EACH	4	\$750.00	\$3,000.00	\$2,200.00	\$8,800.00	\$500.00	\$2,000.00	\$2,842.00	\$11,368.00	\$2,475.00	\$9,900.00	\$1,500.00	\$6,000.00	
630-A	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	SF	62	\$43.00	\$2,666.00	\$35.00	\$2,170.00	\$55.00	\$3,410.00	\$25.75	\$1,596.50	\$32.00	\$1,984.00	\$50.00	\$3,100.00	
630-C	STEEL U-SECTION POSTS, 3.0 TO 3.5 LB/FT	LF	105	\$7.25	\$761.25	\$10.50	\$1,102.50	\$8.00	\$840.00	\$13.00	\$1,365.00	\$12.00	\$1,260.00	\$10.00	\$1,050.00	
626-H	THERMOPLASTIC LEGEND, WHITE	LF	340	\$2.10	\$714.00	#3	\$10.00	\$3,400.00	\$9.00	\$3,060.00	\$6.45	\$2,193.00	\$15.00	\$5,100.00	\$10.00	\$3,400.00
626-PP	THERMOPLASTIC LEGEND, WHITE, SYMBOL, PER PLANS	EACH	4	\$3,250.00	\$13,000.00	\$250.00	\$1,000.00	\$500.00	\$2,000.00	\$470.50	\$1,882.00	\$1,200.00	\$4,800.00	\$500.00	\$2,000.00	
907-630-PP	KAYAK / CANOE LAUNCH SIGN, PER PLANS	EACH	1	\$750.00	\$750.00	\$1,200.00	\$1,200.00	\$900.00	\$900.00	\$1,000.00	\$1,000.00	\$1,600.00	\$1,600.00	\$1,500.00	\$1,500.00	
699-A	ROADWAY CONSTRUCTION STAKES	LS	1	\$3,500.00	\$3,500.00	\$2,800.00	\$2,800.00	\$5,000.00	\$5,000.00	\$1,165.00	\$1,165.00	\$3,500.00	\$3,500.00	\$10,000.00	\$10,000.00	
618-B	ADDITIONAL CONSTRUCTION SIGNS	SF	1	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	
620-A	MOBILIZATION	LS	1	\$8,250.00	\$8,250.00	\$2,500.00	\$2,500.00	\$20,000.00	\$20,000.00	\$10,115.25	\$10,115.25	\$16,665.08	\$16,665.08	\$27,500.00	\$27,500.00	
TOTAL ADDITIVE ALTERNATE NO. 2					\$80,196.25	#4	\$82,805.00		\$81,518.50	\$94,248.00		\$116,394.08		\$129,985.00		

BASE BID + ADDITIVE ALTERNATES #1 & #2

\$314,656.25

\$355,562.50

\$399,143.50

\$432,667.00

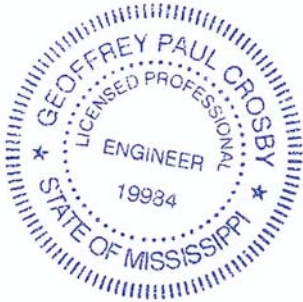
\$536,399.08

\$682,800.00

#1 - Incorrect Bid Total - Bid Proposal reflected \$124,850.00 #2 - Incorrect Bid Total - Bid Proposal reflected \$109,590.00 #3 - Incorrect Extension - Bid Proposal reflected \$748.00 #4 - Incorrect Bid Total - Bid Proposal reflected \$93,230.25

I certify this to be a true & accurate Bid Tabulation of bids received @ 10:00a.m., Thursday, May 7th, 2020 for the City of Hattiesburg Mississippi - Duncan Lake Trail Extension Project.


Geoffrey Crosby, P.E.
Mississippi Registration No. 19984





Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, June 2, 2020

Re: Authorize Mayor to accept warranty deed and quitclaim deed for a certain property, fully described in the attached documents and approved at MB 2020-87-88, acquired for the Hardy Street / Green Street Roundabout Project; Authorize payment to the Seller for pro-rated property taxes in the amount of \$493.86 on said property; and Authorize issuance of manual checks in payment for said property.
File Number: 2020-365
Minute Book #

Summary

Authorize Mayor to accept warranty deed and quitclaim deed for a certain property, fully described in the attached documents and approved at MB 2020-87-88, acquired for the Hardy Street / Green Street Roundabout Project; Authorize payment to the Seller for pro-rated property taxes in the amount of \$493.86 on said property; and Authorize issuance of manual checks in payment for said property.

Recommendation Statement

I recommend approval of this item.

Please place this on the June 2, 2020 City Council meeting for consideration.

CLOSING STATEMENT

SELLER: Adeline Properties, LLC
606 South 38th Avenue
Hattiesburg, MS 39402

PURCHASER: City of Hattiesburg, a Municipal Corporation
P. O. Box 1898
Hattiesburg, MS 39403-1898

SETTLEMENT AGENT: JACKSON, TULLOS & ROGERS, PLLC
309 South 40th Avenue
Hattiesburg, MS 39402

SUBJECT PROPERTY: SEE EXHIBIT "A"

DATE OF CLOSING: May 15, 2020

PURCHASE PRICE: \$ 47,050.00

Prorated Tax Amount Due To Seller: \$493.86

NET PROCEEDS TO SELLER: \$47,543.86

SELLER:

Adeline Properties, LLC

By: Sydney Russell Hemmeter

Its: MANAGER

PURCHASER:

City of Hattiesburg

By: _____

Its: _____

SETTLEMENT AGENT

Jackson, Tullos & Rogers, PLLC

By: _____

Its: _____

Project No. LPA/ 108081 – 701000 / STP-0219-00(037)
County Tax Parcel No: 2-029N-09-209.00 (W & Q)

EXHIBIT "A"

Adeline Properties, LLC - +/-0.03 Ac.

LEGAL DESCRIPTION (Proposed Right-of-Way Acquisition)

A parcel of land being part of Lots 15 and 16 of Block 148 of Kamper and Whinnery Extension to the City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the office of Chancery Clerk of Forrest County, Mississippi, being more particularly described as follows:

Commencing at 2" metal pipe found at the Northwest Corner of Lot 14, Block 148, of Said Kamper and Whinnery Extension to the City of Hattiesburg, Mississippi; said point also being a point on the eastern right-of-way boundary of Adeline Street; thence run and along said right-of-way boundary North 44 degrees 42 minutes 46 seconds East for a distance of 89.24 feet to a set ½" iron pin, said point also being the POINT OF BEGINNING; thence continue North 44 degrees 42 minutes 46 seconds East for a distance of 59.83 feet to a set ½" iron pin at the northeast corner of Lot 16, of said Block 148; said point also being a point on the western right-of-way boundary of 2nd Street; thence run and along said right-of-way boundary South 45 degrees 17 minutes 14 seconds East for a distance of 45.68 feet to a set ½" iron pin; thence leaving said right-of-way boundary run North 87 degrees 55 minutes 00 seconds West for a distance of 32.19 feet to a set ½" iron pin; thence run South 74 degrees 45 minutes 27 seconds West for a distance of 43.94 feet back to the POINT OF BEGINNING. Said parcel contains 0.03 acres (1,156 square feet), more or less.

Prepared by and Return to:

Joseph R. Tullos
Jackson, Tullos & Rogers, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Grantee Address:

City of Hattiesburg
Dept of Engineering
P. O. Box 1898
Hattiesburg, MS 39403-1898
Phone: (601) 545-4540

Grantor Address:

NOOL Counseling Center, PLLC
604 Adeline Street, Ste B
Hattiesburg, MS 39401
Phone: (601)606-0561

QUITCLAIM DEED

STATE OF MISSISSIPPI
COUNTY OF FORREST

INDEXING INSTRUCTIONS: Lots 15 and 16, Block 148, Kamper and Whinnery Extension

FOR AND IN CONSIDERATION of the sum of Five Hundred and 00/100 Dollars (\$500.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, the undersigned, does hereby grant, bargain, sell, convey and quitclaim unto the City of Hattiesburg, Mississippi, a municipal corporation, the following described land:

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

Initial _____

Project No. LPA/ 108081 – 701000 / STP-0219-00(037)
County Tax Parcel No: 2-029N-09-209.00 (W & Q)

The Grantor herein further warrants that the above described property is no part of its homestead.

This conveyance is less and except all oil, gas and other minerals which may be produced through a well bore in accordance with Section 11-27-85 of the Mississippi Code.

It is further 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 Grantor herein, its successors and assigns, or legal representatives, for or on account of the construction of the proposed project, change of grade, water damage, and/or any other damage, right or claim whatsoever.

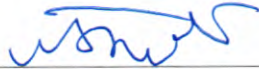
It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any kind.

WITNESS THE SIGNATURE of the Grantor on this, the 15th day of May, A.D., 2020.

GRANTOR:

NOOL Counseling Center, PLLC

Signature: _____



Print:

Ashlie Swindol West

Title:

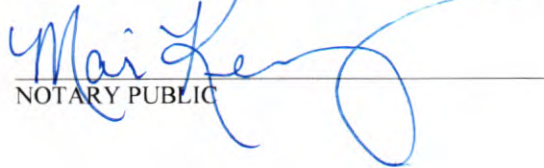
Manager

Initial _____

STATE OF MISSISSIPPI

COUNTY OFFORREST

Personally appeared before me, the undersigned authority in and for the said county and state, on this 15th day of May, 2020, within my jurisdiction, the within named **Ashlie Swindol West**, who acknowledged that she is the Manager of **NOOL Counseling Center, PLLC**, a Mississippi limited liability company, and that for and on behalf of the said company, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by said company to do so.


NOTARY PUBLIC

My Commission Expires: 07.21.2020



Initial _____

Project No. LPA/ 108081 – 701000 / STP-0219-00(037)
County Tax Parcel No: 2-029N-09-209.00 (W & Q)



EXHIBIT "A"

Adeline Properties, LLC - +/-0.03 Ac.

LEGAL DESCRIPTION (Proposed Right-of-Way Acquisition)

A parcel of land being part of Lots 15 and 16 of Block 148 of Kamper and Whinnery Extension to the City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the office of Chancery Clerk of Forrest County, Mississippi, being more particularly described as follows:

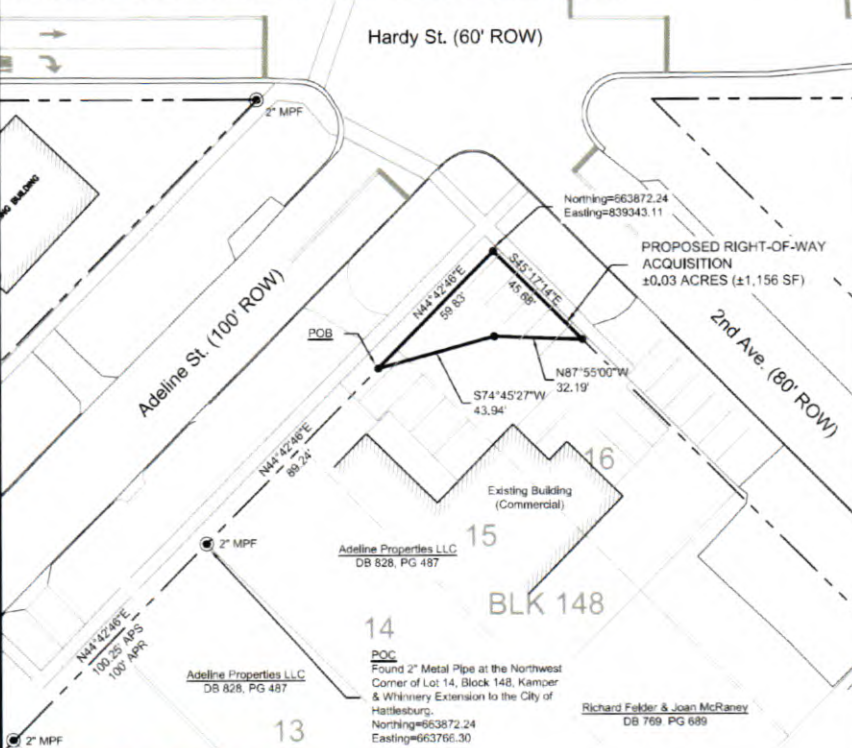
Commencing at 2" metal pipe found at the Northwest Corner of Lot 14, Block 148, of Said Kamper and Whinnery Extension to the City of Hattiesburg, Mississippi; said point also being a point on the eastern right-of-way boundary of Adeline Street; thence run and along said right-of-way boundary North 44 degrees 42 minutes 46 seconds East for a distance of 89.24 feet to a set ½" iron pin, said point also being the POINT OF BEGINNING; thence continue North 44 degrees 42 minutes 46 seconds East for a distance of 59.83 feet to a set ½" iron pin at the northeast corner of Lot 16, of said Block 148; said point also being a point on the western right-of-way boundary of 2nd Street; thence run and along said right-of-way boundary South 45 degrees 17 minutes 14 seconds East for a distance of 45.68 feet to a set ½" iron pin; thence leaving said right-of-way boundary run North 87 degrees 55 minutes 00 seconds West for a distance of 32.19 feet to a set ½" iron pin; thence run South 74 degrees 45 minutes 27 seconds West for a distance of 43.94 feet back to the POINT OF BEGINNING. Said parcel contains 0.03 acres (1,156 square feet), more or less.

Initial _____

Project No. LPA/ 108081 – 701000 / STP-0219-00(037)

County Tax Parcel No: 2-029N-09-209.00 (W & Q)

Adeline Properties, LLC - +/-0.03 Ac.
 LEGAL DESCRIPTION (Proposed Right-of-Way Acquisition)
 A parcel of land being part of Lots 15 and 16 of Block 148 of Kamper and Whinnery Extension to the City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, being more particularly described as follows:
 Commencing at 2" metal pipe found at the Northwest Corner of Lot 14, Block 148, of Said Kamper and Whinnery Extension to the City of Hattiesburg, Mississippi; said point also being a point on the eastern right-of-way boundary of Adeline Street; thence run and along said right-of-way boundary North 44 degrees 42 minutes 46 seconds East for a distance of 89.24 feet to a set 1/2" iron pin; said point also being the POINT OF BEGINNING; thence continue North 44 degrees 42 minutes 46 seconds East for a distance of 59.83 feet to a set 1/2" iron pin at the northeast corner of Lot 16, of said Block 148; said point also being a point on the western right-of-way boundary of 2nd Street; thence run and along said right-of-way boundary South 45 degrees 17 minutes 14 seconds East for a distance of 45.88 feet to a set 1/2" iron pin; thence leaving said right-of-way boundary run North 87 degrees 55 minutes 00 seconds West for a distance of 32.19 feet to a set 1/2" iron pin; thence run South 74 degrees 45 minutes 27 seconds West for a distance of 43.94 feet back to the POINT OF BEGINNING. Said parcel contains 0.03 acres (1,156 square feet), more or less.



NO TITLE REPORT PROVIDED

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 found on the interior of Kamper & Whinnery Extension.
6. All Property Corners Set are 1/2" x 18" Rebar with Cap Stamped "COA-165" Unless Noted Otherwise.

STATE PLANE DATA

State Plane Zone: MS East-2301
 Datum: NAD 1983
 Combined Factor: 0.99997225
 Convergence Angle: 4° 14' 29.17"
 Reference Point: POC



LEGEND:

BR PG PROPOSED RIGHT-OF-WAY
 CTP BOOK
 MP FOUND CRIMP-TOP PIPE
 IR FOUND METAL PIPE
 IR FOUND IRON ROD
 SET 1/2" IRON REBAR
 POC POINT OF BEGINNING
 POC POINT OF COMMENCEMENT
 UTILITY POLE
 MONUMENT FOUND

GRAPHIC SCALE



(IN FEET)
 1 inch = 40 ft.

REFERENCE MATERIAL:

1. Kamper & Whinnery Extension to the City of Hattiesburg
2. Forrest County Tax Maps
3. Warranty Deed Bk 769, PG 689
4. Warranty Deed Bk 828, PG 487



PRELIMINARY - PINS NOT SET

Clearpoint
 CONSULTING ENGINEERS, P.A.
 6652 US Highway 98 | Hattiesburg, MS 39402
 t: 601.261.2609 | f: 601.261.5573 | clearpointengineers.com



PREPARED FOR:
Right-of-Way Survey
Adeline Properties LLC
PPIN: 45963

CCE NO: 76242034
SCALE: 1" = 40'
DATE: 01/17/2020
CHECKED: RTB
DRAWN: JCR
SHEET 1 OF 1

Initial _____

Project No. LPA/ 108081 – 701000 / STP-0219-00(037)
 County Tax Parcel No: 2-029N-09-209.00 (W & Q)

Prepared by and Return to:

Joseph R. Tullos, MSB 102664
Jackson, Tullos & Rogers, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Grantee Address:

City of Hattiesburg
Dept of Engineering
P. O. Box 1898
Hattiesburg, MS 39403-1898
Phone: (601) 545-4540

Grantor Address:

Adeline Properties, LLC
606 South 38th Avenue
Hattiesburg, MS 39402
Phone: (312)560-3245

WARRANTY DEED

STATE OF MISSISSIPPI
COUNTY OF FORREST

INDEXING INSTRUCTIONS: Part Lots 15 and 16, Block 148, Kamper and Whinnery Extension to the City of
Hattiesburg, Forrest Co., MS

FOR AND IN CONSIDERATION of the sum of Forty Seven Thousand Fifty and 00/100 Dollars (\$47,050.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, the undersigned, does hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a municipal corporation, the following described land:

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

Initial _____

Project No. LPA/ 108081 – 701000 / STP-0219-00(037)
County Tax Parcel No: 2-029N-09-209.00 (W & Q)

The Grantor herein further warrants that the above described property is no part of its homestead.

This conveyance is less and except all oil, gas and other minerals which may be produced through a well bore in accordance with Section 11-27-85 of the Mississippi Code.

It is further 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 Grantor herein, its successors or assigns, or legal representatives, for or on account of Grantee's acquisition of the land described on Exhibit "A", hereto.

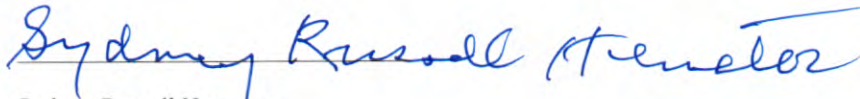
It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any kind.

WITNESS THE SIGNATURE of the Grantor on this, the 14 day of May, A.D., 2020.

GRANTOR:

ADELINE PROPERTIES, LLC

Signature:



Print:

Sydney Russell Hemeter

Title:

Manager

Initial _____

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state, on this 14th day of May, 2020, within my jurisdiction, the within named **Sydney Russell Hemeter**, who acknowledged that she is the Manager of **Adeline Properties, LLC**, a Mississippi limited liability company, and that for and on behalf of the said company, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by said company to do so.

Mari Kenney
NOTARY PUBLIC

My Commission Expires:

07.21.2020



Initial _____

Project No. LPA/ 108081 – 701000 / STP-0219-00(037)
County Tax Parcel No: 2-029N-09-209.00 (W & Q)



EXHIBIT "A"

Adeline Properties, LLC - +/-0.03 Ac.

LEGAL DESCRIPTION (Proposed Right-of-Way Acquisition)

A parcel of land being part of Lots 15 and 16 of Block 148 of Kamper and Whinnery Extension to the City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the office of Chancery Clerk of Forrest County, Mississippi, being more particularly described as follows:

Commencing at 2" metal pipe found at the Northwest Corner of Lot 14, Block 148, of Said Kamper and Whinnery Extension to the City of Hattiesburg, Mississippi; said point also being a point on the eastern right-of-way boundary of Adeline Street; thence run and along said right-of-way boundary North 44 degrees 42 minutes 46 seconds East for a distance of 89.24 feet to a set 1/2" iron pin, said point also being the POINT OF BEGINNING; thence continue North 44 degrees 42 minutes 46 seconds East for a distance of 59.83 feet to a set 1/2" iron pin at the northeast corner of Lot 16, of said Block 148; said point also being a point on the western right-of-way boundary of 2nd Street; thence run and along said right-of-way boundary South 45 degrees 17 minutes 14 seconds East for a distance of 45.68 feet to a set 1/2" iron pin; thence leaving said right-of-way boundary run North 87 degrees 55 minutes 00 seconds West for a distance of 32.19 feet to a set 1/2" iron pin; thence run South 74 degrees 45 minutes 27 seconds West for a distance of 43.94 feet back to the POINT OF BEGINNING. Said parcel contains 0.03 acres (1,156 square feet), more or less.

Initial _____

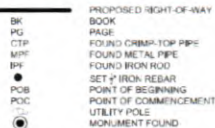
Project No. LPA/ 108081 – 701000 / STP-0219-00(037)
County Tax Parcel No: 2-029N-09-209.00 (W & Q)

A parcel of land being part of Lots 15 and 16 of Block 148 of Kamper and Whinnery Extension to the City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the office of Chancery Clerk of Forrest County, Mississippi, being more particularly described as follows: Commencing at 2" metal pipe found at the Northwest Corner of Lot 14, Block 148, of Said Kamper and Whinnery Extension to the City of Hattiesburg, Mississippi; said point also being a point on the eastern right-of-way boundary of Adeline Street; thence run and along said right-of-way boundary North 44 degrees 42 minutes 46 seconds East for a distance of 59.24 feet to a set ½" iron pin; said point also being the POINT OF BEGINNING; thence continue North 44 degrees 42 minutes 46 seconds East for a distance of 59.83 feet to a set ½" iron pin at the northeast corner of Lot 16, of said Block 148; said point also being a point on the western right-of-way boundary of 2nd Street; thence run and along said right-of-way boundary South 45 degrees 17 minutes 14 seconds East for a distance of 45.68 feet to a set ½" iron pin; thence leaving said right-of-way boundary run North 87 degrees 35 minutes 00 seconds West for a distance of 32.19 feet to a set ½" iron pin; thence run South 74 degrees 45 minutes 27 seconds West for a distance of 43.94 feet back to the POINT OF BEGINNING. Said parcel contains 0.03 acres (1,156 square feet), more or less.



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 Kamper & Whinnery Extension.
6. All Property Corners Set are 1/2" x 18" Rebar with Cap Stamped "COA-165" Unless Noted Otherwise.

State Plane Zone: MS East-2301
Datum: NAD 1983
Combined Factor: 0.99997228
Convergence Angle: -0° 14' 29.17"
Reference Point: POC



1 inch = 40 ft

1. Kamper & Whinnery Extension to the City of Hattiesburg
2. Forrest County Tax Maps
3. Warranty Deed
Bk 759, PG 589
4. Warranty Deed
Bk 828, PG 487



PRELIMINARY - PINS NOT SET

6652 US Highway 98 | Hattiesburg, MS 39402
t 601.261.2609 | f 601.261.5573 | clearpointengineers.com



SHEET 1 OF 1

Page 5 of 5

WRITTEN CONSENT IN LIEU OF JOINT
MEETING OF MEMBERS AND MANAGERS OF
ADELINE PROPERTIES, LLC
A MISSISSIPPI LIMITED LIABILITY COMPANY

This Written Consent describes and authorizes certain actions taken by the Members and Managers of Adeline Properties, LLC, a Mississippi limited liability company, in lieu of a special joint meeting of the Members and Managers thereof.

The undersigned, Sydney Russell Hemeter, constitutes the Sole Member and Sole Manager of the Company.

The Company has been presented with a proposal by The City of Hattiesburg, Mississippi, a municipal corporation (the "City"), for the purchase of a portion of the Company's real property located at the intersection of Hardy Street, Adeline Street and Second Avenue in the City of Hattiesburg, Forrest County, Mississippi, at a purchase price of Forty Seven Thousand Fifty and NO/100 Dollars (\$47,050.00), in order to allow the City, in conjunction with the Mississippi Department of Transportation, to construct and implement a roundabout at that intersection to replace the traffic signals located there.

The Sole Member and Sole Manager considered the proposal, reviewed the materials supplied in support thereof and determined that such sale of the 0.03 acre, more or less, parcel to the City in exchange for the \$47,050.00 purchase price is in the best interest of the Company, as the purchase price is adequate consideration for said conveyance.

The Sole Member and Sole Manager do hereby consent to and approve the Company conveying the 0.03 acre, more or less, parcel to the City in exchange for the purchase price of \$47,050.00, and further hereby authorize, direct and empower Sydney Russell Hemeter, in her capacity as Manager of the Company, to execute for and on behalf of the Company the Warranty Deed, Closing Statement and any and all further documentation necessary, in her sole discretion, to consummate and complete the sale to the City and to receive the purchase price for delivery into the Company's bank account.

The undersigned hereby authorize, provide and approve the following specimen signature for the Manager of the Company.

ADELINE PROPERTIES, LLC

By: Sydney Russell Hemeter
Sydney Russell Hemeter, Manager

The undersigned constituting the Sole Member and Sole Manager of the Company do hereby authorize and direct that this Written Consent be included in the Minute Book of the Company.

The undersigned do hereby expressly consent to the foregoing as being the action of the Members and Managers of Adeline Properties, LLC, to be effective as of May 14, 2020.

Sydney Russell Hemeter
SYDNEY RUSSELL HEMETER, Sole Member

Sydney Russell Hemeter
SYDNEY RUSSELL HEMETER, Sole Manager



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, June 2, 2020

Re: Ratify and Confirm the Mayor's appointment of Michael Marks (W5) to the Hattiesburg Tourism Commission for a period beginning June 2, 2020 and ending June 1, 2025.
File Number: 2020-344
Minute Book #

Summary

Recommendation Statement

Please place this on the June 2, 2020 City Council meeting for consideration.

MICHAEL MARKS BIO

Michael Marks is a former Mississippi Teacher of the Year, National Milken Educator and America's Outstanding Teacher of the Performing Arts, currently serving as Executive Director of the Hattiesburg Public School District Foundation.

Instructor of theatre for over 20 years at Hattiesburg High School, he directed over 50 productions including *The Wiz*, which played at The International Theatre Festival in Edinburgh, Scotland. Under his direction, Music Theatre International selected HHS as America's Best High School Performing Arts Department. His theatre students have originated roles in national shows from Broadway's *Hairspray* to Marvel's *Black Panther* to *NCIS: New Orleans*. HHS Thespians became the first high school in America to establish a chapter of Equity Fights AIDS on its campus.

As debate coach at Hattiesburg high School, he qualified students to national tournaments in every event. His mock trial teams claimed 8 state championships and as many Top Ten finishes in national competition. He served on the Deep South District Committee, chaired The Mississippi District, and served as a national parliamentarian for the National Forensic League (now National Speech and Debate Association), and founded the Biloxi Catholic Forensic League.

As a playwright, his Hattiesburg High School docudrama *The Katrina Project: Hell and High Water* toured the continental United States, including a performance in Dallas at the National Forensics League Tournament; enjoyed a command performance for Congress; and received the NEA's National Human and Civil Rights award. The show was recently revived for the 10th Anniversary of Hurricane Katrina and to date has generated over \$400,000 in relief benefits for natural disaster victims in our country.

As former president of The Mississippi Association of Educators, he once negotiated a 36% pay raise for his state's educators. As former Executive Officer of the 3.3 million-member National Education Association, he was responsible for the National Read Across America Program. He represented America at The Education International Conference in Berlin, keynoted the India Teachers Conference and championed diversity via workshops he presented in Barbados. In addition, he served as National Treasurer of The National Board for Professional Teaching Standards and chairs the Hattiesburg Mayoral Health Council. He also chaired the National Task Force on Early Childhood Education and Sales & Marketing Professionals' Pinnacle Awards.

A founding director and former President of The Miss Mississippi Pageant Local Directors Association, he holds the distinction of having his contestant win the state title for a record 4 times. In addition, he directed the Miss Mississippi Troupe and served as talent coach for Mississippi's last national winner. In addition to a Miss America title, his former students have also included an America's Junior Miss (now America's Distinguished Young Woman) and Miss Teen of America.

When funding was recently cut from the Hattiesburg High School Debate Team, he organized *Speak Up, Hattiesburg*, a community-built coalition that raised \$16K to keep the speech and debate team on the road. Speech and Debate coaches from across the country recognized his efforts with their Josephine Dukes National Teacher of the Year distinction. A member of the Public Relations Association of Mississippi, he is co-author of the book, *Katrina: Ten Years After* and serves as a director on the boards for Downtown Hattiesburg, Family Y of Southeast Mississippi, Partners for the Arts, Mississippi Miss Hospitality Competition and is Secretary of the Pine Belt Foundation and CEO for the educational and arts consulting firm Stage, Style & Study, LLC.

For his exceptional community service, he received the Martin Luther King, Jr. Award from his alma mater, The University of Southern Mississippi. He is a former principal of Mississippi's ADEPT Dropout Recovery School, former Public Relations Coordinator at Forrest General Hospital in Hattiesburg, and recently raised thousands of dollars for Hattiesburg Public School District student scholarships, teacher grants and early childhood education, as chair of the Hattiesburg Hall of Fame.

Link to Marks' Keynote/MLK Day at USM:

<https://www.youtube.com/watch?v=zj5s57fGDpQ>

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Tourism Commission

TERM OF OFFICE: 5 years PERIOD: 6/2/2020-6/1/2025

REPLACES: Marshall Bell

TERM EXPIRED: x OR RESIGNED:

 Letter attached DOES THIS POSITION REQUIRE A

PUBLIC OFFICIAL'S BOND? YES, X NO

NAME OF PROPOSED APPOINTEE: Michael Marks

PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN
PARENTHESIS ()

ADDRESS:

HOME PHONE NUMBER: WARD:

—
PLACE OF EMPLOYMENT:

EMPLOYMENT ADDRESS:

EMPLOYMENT PHONE NO.: POSITION:

PERSON CONTACTED BY: Mayor Barker

DATE:

TO BE CONTACTED BY: DATE

CONTACTED:

AGREED TO SERVE: X DECLINED:



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, June 2, 2020

Re: Ratify and confirm the Mayor's appointment of Shawn Lowrey (W4) to the Hattiesburg Tourism Commission to fill the unexpired term of Torsky Williams, for a term beginning June 2, 2020 and ending October 16, 2022.
File Number: 2020-349
Minute Book #

Summary

Recommendation Statement

Please place this on the June 2, 2020 City Council meeting for consideration.

525 Corinne Street, Hattiesburg, MS 39401
601.582.5015
Shawn@eriklowreypa.com

Shawn M. Lowrey

Employment Experience Continued

- | | | |
|---|--|-------------|
| 2002-2003 | Shawn M. Lowrey, P.A. | Jackson, MS |
| Attorney and Owner | | |
| <i>With an ambitious, entrepreneurial spirit, I created my own subchapter(s) corporation in order to jump start my entry into the legal profession.</i> | | |
| • | As owner, successfully managed and oversaw all aspects of a sole proprietorship include office management, client management, billing, and profit/loss accounting. | |
| • | Demonstrated ability to secure clients, actively represent client interests from initial communication to settlement. | |

Hobbies

- Avid miniature painter, table top wargamer, board game player.
- Voracious reader of fantasy/science fiction and anything

Community Development and Awards

- Current member and Secretary of the Downtown Board Association for Hattiesburg Mississippi and since 2019.
- Continuing legal education through various seminars and classes to include contracts, commercial litigation, and intellectual property to maintain my good standing with the Mississippi Bar Association.
- International Award recipient for The University of Southern Mississippi at The University of Wales, Swansea.

Personal

- Married to Ginger Maddox Lowrey on November 11th, 2017.
- Father of Lilith Graves Lowrey born October 1st, 2019.
- Son of Erik M. Lowrey and Kathleen Jones, Grandson of Leanord and Emily Lowrey.

525 Corinne Street, Hattiesburg, Mississippi
Home: 601.582.5015
Shawn@eriklowreypa.com

Shawn M. Lowrey

Objective

As a recent father my objective is to raise my daughter in the lovely little town I call home, and increase the quality of my community and it's citizens.

Education

2001-Present – Continuing legal education to present.

1998-2001 Tulane University New Orleans, LA
Juris Doctorate; Law

- ◊ Education included specific study of electronic transactions, copyright, trademark, employment law, contract, commercial transactions, and European Community Law.
- ◊ Studied at Oxford University, Great Britain in 2000.

1995-1998 The University of Southern Mississippi Hattiesburg, MS
Hattiesburg, MS

Bachelor of Arts; Philosophy & Religion

- ◊ Honors College
- ◊ Studied at The University of Wales at Swansea, Great Britain in 1996-1997.
- ◊ Extensive study of logic, political and ethical thought.

Hattiesburg High School, Class of 1995

Employment Experience

2003-Present Lowrey and Fortner, P.A. Hattiesburg, MS
Partner

Among the weekly tasks of securing clients, trying cases in Chancery, Circuit, Federal, and Supreme Courts, proactively litigating 100 + case load, my other duties extend to include adhering to court ordered deadlines, organizing and managing the office staff, continuing constant client communication, and applying the law to a myriad of scenarios.

- Litigated attorney in primarily Chancery Court.
- Devise and execute tactics and strategies on case acceptance from initiating client communication to trial.
- Analytical communication demonstrated on a daily basis through colloquial and written formats via briefs and argumentation in dealing with clients, opposing counsel and the courts.
- Oversee and manage various internal office mechanisms to include employee benefits, human resources, and profit/loss reporting.
- Actively secured clients through community outreach efforts.

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Tourism Commission

TERM OF OFFICE: 5 years PERIOD: 6/2/2020-

10/16/2022 REPLACES: Torsky Williams

TERM EXPIRED: _____ OR RESIGNED: X

_____ Letter attached _____ DOES THIS POSITION REQUIRE

A PUBLIC OFFICIAL'S BOND? YES, X NO _____

NAME OF PROPOSED APPOINTEE: Shawn Lowrey

PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN PARENTHESIS ()

ADDRESS: _____

HOME PHONE NUMBER: _____ WARD: _____

PLACE OF EMPLOYMENT: _____

EMPLOYMENT ADDRESS: _____

EMPLOYMENT PHONE NO.: _____ POSITION: _____

PERSON CONTACTED BY: Mayor Barker

DATE: _____

TO BE CONTACTED BY: _____

DATE CONTACTED: _____

AGREED TO SERVE: X

DECLINED: _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, June 2, 2020

Re: Ratify and confirm the Mayor's appointment of Robin Roberts to the Forrest County Industrial Park Commission for a five (5) year term beginning June 2, 2020 and ending June 1, 2025.
File Number: 2020-352
Minute Book #

Summary

Recommendation Statement

Please place this on the June 2, 2020 City Council meeting for consideration.

ROBIN L. ROBERTS
Post Office Box 1953
Hattiesburg, MS 39403-1953
Telephone: 601-544-0950
Email: robin@rablaw.net

EMPLOYMENT

ROBERTS AND ASSOCIATES-Hattiesburg, MS
Managing partner, private practice law firm 1992 to present
GUNN AND ROBERTS-Hattiesburg, MS
Associate and Partner 1987-1992
UNITED STATES DISTRICT COURTS
Southern Division, Biloxi, MS – Law Clerk to U.S. Magistrate Judge John M. Roper June 1985-March 1987

PROFESSIONAL QUALIFICATIONS

Mississippi State Bar – April, 1985
Admitted before all Mississippi Courts (State & Federal), the Second & Fifth Federal Circuit Courts of Appeal & the United States Supreme Court
Presbyterian Church (U.S.A.) General Assembly Permanent Judicial Commission
Judge – National Ecclesiastical Court deciding Constitutional appeals under Presbyterian policy
Registered Mediator–Mississippi Supreme Court

ACADEMIC CREDENTIALS

Mississippi College School of Law, Jackson, Mississippi
Juris Doctorate *with distinction*, December, 1984, Class Rank: Top 10%
Mississippi College Law Review, Research Editor
Published Note, "Editorial Discretion Over Public Television,"
3 Mississippi College Law Review 113 (1983)
William Carey University, Hattiesburg, Mississippi
Master of Education, 2000
Belhaven University, Jackson, Mississippi
Bachelor of Arts, History, 1980

AREAS OF PRACTICE

Employment Law
Title VII
Race & Gender Discrimination
Hostile Environment Claims
Americans with Disabilities Act
Age Discrimination in Employment Act
§ 1981 Race Discrimination Claims

Family & Medical Leave Act
Department of Labor Complaints
Uniform Services Employment Re-employment Act
Wage & Hour
ERISA Claims & Policy
Workers Compensation Claims
Wrongful Discharge Claims
Equal Employment Opportunity Commission
(Numerous responses/position statements)
Civil Rights & Constitutional Law
§ 1983 Claims
Equal Protection & Affirmative Action Claims
Mississippi Tort Claim Act
Law Enforcement Misconduct
Negligence of Employees
Contract Law, Negotiation & Mediation
Insurance Claims & Insurance Coverage
Commercial Law
Tort Liability
Real Estate Transactions & Litigation
Land Use & Zoning

**See Appendices A & B for Reported Decisions & Representative Clients & Matters*

UNIVERSITY SERVICE and TEACHING EXPERIENCE

University of Southern Mississippi
Adjunct Professor-Master of Public Health Program
Paralegal Advisory Committee
Community Advisor-Music School Building Planning Committee
William Carey University
Adjunct Instructor-MBA and MSN/MBA Programs (2015)
Grant Writer (volunteer) successful planning grant for library

COMMUNITY INVOLVEMENT

Presbyterian Church, (U.S.A.)-various offices on local, regional and national level
Mississippi Opera-Board member
City of Hattiesburg Planning Commission 2009-2012 (Mayoral appointment)
Hattiesburg Concert Association-Meistersingers (*Pro Bono* Advisor)
Area Development Partnership, Member
Hattiesburg Downtown Association-planning committee
South Central Mississippi Bar Association
American Bar Association
Mississippi Forestry Association
Walthall Foundation and Mississippi Music Teachers' Association (*Pro Bono* Advisor)
Hattiesburg Civic Light Opera, Principal Cast

APPENDIX A

REPORTED DECISIONS & REPRESENTATIVE MATTERS

DECISIONS:

- Gardner v. Swedish Match North America, Inc.*, S.D. Miss. 2006, LEXIS 44680, (Family & Medical Leave Act)
- Sanford v. TIAA-CREF Individual & Institutional Servs., LLC*, 2012 S.D. Miss., LEXIS 63166, (ERISA—retirement litigation)
- Sanford v. TIAA-CREF Individual & Institutional Servs., LLC*, 2014 N.D. NY, LEXIS 43878, (ERISA—retirement litigation)
- Sanford v. TIAA-CREF Individual & Institutional Servs., LLC*, 612 F.Appx. 17, (2nd Cir.Ct.Apps. 2015) (ERISA—retirement litigation)
- Hopson v. Bedford Care Center of Hattiesburg, LLC*, Department of Labor #2015-00003-10-G (2015) (Uniform Service Employment and Re-employment Rights Act)
- Bedford Care Ctr. v. Kirk*, 935 So.2d 1135 (MS Ct. App. 2006) (Unemployment appeal)
- Bedford Care Center of Marion, LLC v. Nicholson*, No. 2014-CA-00804 pending in the Supreme Court of Mississippi (Unemployment appeal)
- Nancy Lynn Odom v. FARA* (Defense of bad faith denial of workers comp claim - dismissed on summary judgment)
- Bailey v. Lockheed Martin Corp.*, 432 F.Supp. 665 (2005) (Workplace violence – defense of employer Lockheed Martin through excess carrier, involved shooting of numerous employees and 9 deaths on the job)
- E.D. v. Pugh*, 2011 S.D. Miss., LEXIS 126077 (Mississippi Tort Claim Act)
- E.D. v. Pugh*, 2012 S.D. Miss., LEXIS 81866 (§ 1983 Constitutional claim)
- Saucier v. Lamar County Board of Supervisors and Josh Gandy*, No. 2:15-cv-7 in the United States District Court for the Southern District of Mississippi, Eastern Division (2015) (§ 1983 Constitutional claim) (Police misconduct)
- Lindsey v. Bedford Care Center of Mendenhall, LLC*, No. 3:13cv325 in the United States District Court for the Southern District of Mississippi, Northern Division (2014) (§ 1981 Discrimination claim)
- Donaldson v. Covington County*, 846 So.2d 219 (Sup.Ct. 2003) (Mississippi Tort Claim Act)
- Saul v. Kevin Ivey, M.D.*, No. 2007-64-CV6 in the Circuit Court of Jones County, Second Judicial District (2014) (Mississippi Tort Claim Act)

Hattiesburg Health & Rehab Ctr., LLC v. Brown, 2015 Sup.Ct., LEXIS 412 (Arbitration Agreement)

Broadhead v. Hartford Casualty Ins. Co., 773 F.Supp. 882 (S.D. Miss. 1991) (Insurance Coverage & Reformation)

Estate of Turnbough v. Southern Farm Bureau Casualty Ins. Co., 620 So.2d 556, (Sup.Ct. 1993) (Insurance Coverage)

State Farm Fire & Casualty Co. v. Brewer, 914 F.Supp. 140 (S.D. Miss. 1996) (Insurance Coverage)

Progressive Gulf Ins. Co. v. We Care Day Care Ctr., Inc., 953 So.2d 250 (Ct.App. 2006) (Insurance Coverage)

Lexington Ins. Co. v. Hattiesburg Med. Park Mgmt. Corp., 2007 S.D. Miss., LEXIS 49598 (Insurance Coverage)

Lafayette Ins. Co. v. Peerboom, 813 F.Supp.2d 823 (S.D. Miss. 2011) (Insurance Coverage)

First United Bank v. Philmont Corp., 533 So.2d 449 (Sup.Ct. 1988) (Commercial Law-UCC)

In re Kobs, 127 B.R. 129 (S.Bank.Ct. 1991) (Bankruptcy Claims)

Hartman v. McInnis, 996 So.2d 704 (Sup.Ct. 2007) (Commercial Law-Foreclosure Procedure)

Polk v. Jones, 20 So.3d 710 (Ct.App. 2009) (Contract Construction)

Hooten v. Ocwen Loan Servicing, LLC, 2011 S.D. Miss., LEXIS 2791 (Commercial Law-Deed of Trust Construction)

Beasley v. Myers, 2008 S.D. Miss., LEXIS 121819 (Tort-Day Care Liability)

May v. Reintjes of the South (Wrongful Death)

Chauvin v. Physicians' Mutual Insurance Co. (Insurance Bad Faith)

Dale J. Ladner v. USA Truck, Inc., et al. (Defense of brain injury case involving successful representation in two-week trial in United States District Court)

Maxwell v. Michael West, et al., 1997 U.S.App. LEXIS 42710 (Defense of expert witness sued because of opinion given in murder case; front cover of ABA Journal)

Pitts v. Neshoba County General Hospital and Quorum Health Resources, Inc., No. 2:96cv74PG, in the United States District Court for the Southern District of Mississippi, Hattiesburg Division (1998) (EMTALA Liability claim)

Lenoir v. Anderson, 12 So.3d 589 (Ct.App. 2009) (Estate litigation)

In re Estate of Finley v. Finley, 37 So.3d 687 (Ct.App. 2010) (Estate litigation)

Estate of Davis v. O'Neill, 42 So.3d 520 (Sup.Ct. 2010) (Estate litigation)

Cox v. F-S Prestress, Inc., 797 So.2d 839 (Sup.Ct. 2001) (Real Estate litigation)

Comeaux v. Freeman, 918 So.2d 780 (Ct.App. 2005) (Real Estate litigation)

TRANSACTIONS:

Georgia Pacific Corporation

Sales and Acquisitions of 50,000± Acres for Multiple-County Area 1987-2003

John Hancock Insurance Company

Acquisition of 250,000 Acres Timberland Throughout MS

International Paper Company

Acquisition of 40,000 Acres, Timberland in Hancock County, MS

Strother Timberland, Ltd.

Acquisition of 8000 Acres, Timberland in Forrest & Lamar Counties, MS

Ohio Teachers Union

Acquisition of 60,000 Acres, Multi-County Area, MS

Sumrall Recycling Sale to Advance Disposal

Multi-facility Industrial Sale

Masonite Insurance Plant Sale, Laurel, MS

Hercules Industrial Plant Sale, Hattiesburg, MS

Price Brothers Concrete – Industrial Site Refinance, Hattiesburg, MS

APPENDIX B

REPRESENTATIVE CLIENTS

Corporate Clients

Hattiesburg Medical Park Management Corporation & Bedford Care Centers
Plum Creek South Central Timberlands, LLC
Sumrall Recycling, Inc.
MIS MS Enterprises, Inc. (hotel owners)
Chain Electric Company
Economy Supply Company
Glendale Utility District
Rawls Springs Utility District
Travelers Insurance Company
University Mall, LLC
Dennis Pierce/Pierce Realty
Presbytery of Mississippi

Physician Clients

Dr. Michael J. Raggio
Dr. John L. Turner, IV
Dr. John W. Gaudet
Dr. Jeffrey A. Johnson

USM Faculty Clients (Current/Former)

Dr. Lawrence S. Gwozdz
Dr. Jack L. "Jay" Dean
Dr. Hsiaopei Lee
Dr. Michael A. Miles
Dr. Dana Ragsdale
Dr. Maryann Kyle
Dr. Rebekah Stark Johnson



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, June 2, 2020

Re: Ratify and confirm the Mayor's appointment of Morgan C. Willis to the Forrest County Industrial Park Commission to fill the unexpired term of Wyche McMullan, for a term beginning June 2, 2020 and ending June 15, 2021.
File Number: 2020-359
Minute Book #

Summary

Recommendation Statement

Please place this on the June 2, 2020 City Council meeting for consideration.

Morgan C. Willis

2909 Williamsburg Road Hattiesburg, MS 39402 | 601-818-2292 | MorganWillis1031@icloud.com

Objective

I have combined, 12+ years of Teller, Operations, and Loan experience. I am seeking a position that can utilize my skills as well as provide the opportunity for growth.

Education

BACHELOR OF ARTS DEGREE | 2001-2005 | SPELMAN COLLEGE

- Major: Economics
- Minor: Business Management and Organization

Skills & Abilities

MANAGEMENT

- Great organizational Skills
- Strong attention to details and accuracy
- Analytical and creative problem solver.

SALES

- Proven retail/sales achievement
- Persistent, motivated, and competitive
- Eager to learn and grow

COMMUNICATION

- Excellent interpersonal skills
- Ability to resolve conflicts with customers

LEADERSHIP

- Work well with coworkers
- Motivate team members through emails and meetings in order to increase morale, redirect focus towards sales goals, and to show appreciation for teamwork.

Experience

RELATIONSHIP MANAGER|BANCORPSOUTH|2016-CURRENT

- As Relationship Manager I execute the loan origination process for both consumer and commercial loans, including ordering credit reports, appraisals, and title reports. I research insurance information and flood certificates. Task also include daily maintenance of the loan applicant data base and reviewing documents carefully and timely in order to adhere to all compliance guidelines.

FINANCIAL SERVICES ASSOCIATE III, BANK OFFICER | HANCOCK BANK | 2012-2016

- As an FSA I developed and maintained relationships with customers. I generated and referred sales opportunities for financial products for the company and business partners. I processed loan request, opened accounts for new and existing customers and identified cross sell opportunities, including investments (Licensed Annuity Representative). I ranked number one in retail sales and consumer loan production in 2014 and 2015 in Hattiesburg market.
- Excellent customer service is extremely important to me. I greet customers with a smile, engage in conversation, research transactions and respond to customer inquiries and calls in a pleasant and timely manner. I've been recognized annually for superior customer service.
- I trained new associates in both Teller and Financial Services positions throughout the division. Because I am cross-trained, I took the initiative to serve in whatever position needed to ensure the branch ran smoothly and efficiently.

BRANCH OPERATIONS MANAGER | HANCOCK BANK | 2009-2012

- As a BOM I maintained communication between the branch and management by preparing daily, weekly, and month-end reports regarding operations, customer service and productivity. I also maintained control over audit procedures to ensure compliance with controls. Other tasks include scheduling, supervising, and motivating branch staff in an effort to maintain optimal customer satisfaction levels. I then assisted in evaluating staff's work performance by helping to prepare and deliver annual reviews and performing coaching sessions.

TELLER | HANCOCK BANK | 2008-2009

- As a bank teller, my daily duties were to balance currency, coin, and checks in cash drawer. I examined checks for endorsements and verified other information such as dates, bank names, identification of the persons receiving payments and the legality of the documents before processing. It was also my responsibility to identify referral and sales opportunities.

SALES/ DESIGN CONSULTANT | ANDERSON DESIGN CENTER | 2005-2008

- I managed from conception to completion residential and commercial interior design projects. My responsibilities included creating original designs, product sales, securing subcontractors, quality control and receiving payments. I produced sales exceeding \$400,000 in a one-year period and increased the client base.
- My administrative responsibilities included cashier, purchase orders, product receiving, and employee pay request.

References

Available upon request

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Forrest County Industrial Park Commission

TERM OF OFFICE: 5 years PERIOD: _____

REPLACES: Wyche McMullan

TERM EXPIRED: _____ OR RESIGNED: X

Letter attached _____

DOES THIS POSITION REQUIRE A PUBLIC OFFICIAL'S BOND? YES _____

NO X

NAME OF PROPOSED APPOINTEE: Morgan C. Willis

PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN PARENTHESIS ()

ADDRESS: 2909 Williamsburg Road

HOME PHONE NUMBER: _____ WARD: 3

PLACE OF EMPLOYMENT: _____

EMPLOYMENT ADDRESS: _____

EMPLOYMENT PHONE NO.: _____ POSITION: _____

PERSON CONTACTED BY: Mayor Toby Barker DATE: _____

TO BE CONTACTED BY: _____ DATE CONTACTED: _____

AGREED TO SERVE: X DECLINED: _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, June 2, 2020

Re: Ratify and confirm the Mayor's re-appointment of Jerome Brown (W1) to the Forrest County Industrial Park Commission for a term beginning June 2, 2020 and ending June 1, 2023.
File Number: 2020-342
Minute Book #

Summary

Ratify and confirm the Mayor's re-appointment of Jerome Brown(W1) to the Forrest County Industrial Park Commission for a term beginning June 2,2020 and ending June 1, 2023.

Recommendation Statement

I recommend the re-appointment of Jerome Brown to the Forrest County Industrial Park Commission.

Please place this on the June 2, 2020 City Council meeting for consideration.

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Forrest County Industrial Park Commission

TERM OF OFFICE: 5 years PERIOD: _____

REPLACES: Re-appointment

TERM EXPIRED: X OR RESIGNED: _____

Letter attached _____

DOES THIS POSITION REQUIRE A PUBLIC OFFICIAL'S BOND? YES _____

NO X

NAME OF PROPOSED APPOINTEE: Jerome Brown

PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN PARENTHESIS ()

ADDRESS: 95 Everglades

HOME PHONE NUMBER: _____

WARD: 1

PLACE OF EMPLOYMENT: _____

EMPLOYMENT ADDRESS: _____

EMPLOYMENT PHONE NO.: _____ POSITION: _____

PERSON CONTACTED BY: Mayor Toby Barker DATE: _____

TO BE CONTACTED BY: _____ DATE CONTACTED: _____

AGREED TO SERVE: x DECLINED: _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, June 2, 2020

Re: Ratification of a submitted grant application to the AARP 2020 Community Challenge Grant Program, for sidewalks and landscaping along J.C. Killingsworth Drive and Eastside Avenue, for a total project cost of \$310,000.
File Number: 2020-345
Minute Book #

Summary

AARP 2020 Community Challenge Grant Program

Recommendation Statement

I recommend ratification of a submitted grant application to the AARP 2020 Community Challenge Grant Program, for sidewalks and landscaping along J.C. Killingsworth Drive and Eastside Avenue, for a total project cost of \$310,000.

Please place this on the June 2, 2020 City Council meeting for consideration.



JENNIFER SH...

LOGOUT

INTRODUCTION

APPLICATION FOR THE 2020 AARP COMMUNITY CHALLENGE

Grants to make communities livable for people of all ages

APPLICATION DEADLINE EXTENDED!

*Eligible applications must be submitted through this online application by May 15, 2020, 11:59 p.m. ET

NEW! You may submit Coronavirus response/recovery projects under the "OTHER" category.

NOTE: All fields must be filled out completely in order for the application to be accepted.

Please use "n/a" for "not applicable" where appropriate.

Please Click [HERE](#) to download a PDF version of this application for reference.

Contact communitychallenge@aarp.org for questions

save and advance





JENNIFER SH...

LOGOUT

BASIC INFORMATION

Save & Logout

* 1. NAME OF APPLICANT ORGANIZATION:

City of Hattiesburg

* 2. AMOUNT OF THIS GRANT REQUEST.

310000

Note: AARP reserves the right to award less funds than requested, so applicants should be prepared to discuss how they would scale down their proposals if asked.

* 3. Organization Profile (for non-governmental organizations only).

* NAME AND BRIEF HISTORY OF THE ORGANIZATION. (FOR NON-GOVERNMENTAL ORGANIZATION ONLY, GOV'T ORGS ENTER N/A)

N/A

* HAS THIS ORGANIZATION BEEN INVOLVED IN OTHER LIVABLE COMMUNITIES WORK IN THIS COMMUNITY? IF YES, BRIEFLY DESCRIBE AND INCLUDE THE ISSUES.

While the City of Hattiesburg is continually working to improve the quality of life for residents in numerous ways, a few initiatives to highlight some of our emphasis areas can be noted. The City of Hattiesburg employs a Neighborhood Coordinator who serves as a liaison between city government and the neighborhood associations, discussing proposed neighborhood improvements strategies and providing information on the various changes, projects, and other issues that may affect the neighborhoods. To address crime and safety concerns, the Hattiesburg Police Department has implemented a Quality of Life team to include free-roaming officers on each shift who can interact more closely with community members. Finally, a deficiency of sidewalks has been noted within the city both through an inventory of existing sidewalks and resident surveys. Funds are actively being sought to meet the demand for sidewalks and to make Hattiesburg a more walkable city.

* 4. ORGANIZATION ADDRESS

200 Forrest Street

ADDRESS 2

P.O. Box 1898

* CITY

Hattiesburg

* STATE

Mississippi

* ZIP CODE

39401

* 5. ORGANIZATION TAX STATUS (SELECT THE ONE THAT BEST APPLIES.)

☐ NONPROFIT 501(C)(3)

☐ NONPROFIT 501(C)(4)

☐ NONPROFIT 501(C)(6)

☒ A MUNICIPALITY

☐ ANOTHER UNIT OF GOVERNMENT

☐ OTHER

* 6. ORGANIZATION TWITTER HANDLE (IF NONE, ENTER N/A) NOTE: PLEASE INCLUDE THE @ SYMBOL AT THE BEGINNING

@Hattiesburg_MS

* 7. ORGANIZATION FACEBOOK NAME (IF NONE, ENTER N/A)

City of Hattiesburg-Government

* 8. DID YOUR ORGANIZATION APPLY FOR A GRANT IN 2017, 2018 OR 2019?

☐ YES – SELECTED MORE THAN ONCE

☐ YES – SELECTED ONCE

☐ YES – NOT SELECTED

☒ NO – DID NOT APPLY

* 9. HOW DID YOU HEAR ABOUT THIS GRANT OPPORTUNITY?

☐ THE AARP STATE OFFICE IN MY STATE

☐ THE AARP LIVABLE COMMUNITIES E-NEWSLETTER

☐ AN ORGANIZATIONAL NEWSLETTER OR CONFERENCE

☐ A LOCAL EVENT OR NEWSLETTER

☒ WORD OF MOUTH IN THE COMMUNITY

☐ SOCIAL MEDIA

☐ OTHER

* 10. Grant Application Contact:

*

NAME

Jennifer Shows

*

TITLE

Grant Coordinator

*

ADDRESS

City of Hattiesburg, Urban Development

*

ADDRESS 2

P.O. Box 1898

*

CITY

Hattiesburg

*

STATE

MS

*

ZIP CODE

39403-1898

*

PHONE NUMBER

6015454544

*

EMAIL

jshows@hattiesburgms.com

11. Project Implementation/Execution Point of Contact (if different from #10)

NAME

Ann Jones

TITLE

Chief Administrative Officer

ADDRESS

City of Hattiesburg

ADDRESS 2

P.O. Box 1898

CITY

Hattiesburg

STATE

MS

ZIP CODE

39403-1898

PHONE NUMBER

601-545-4503

EMAIL

annjones@hattiesburgms.com

* 12. NAME OF MUNICIPALITY WHERE PROJECT WILL BE PHYSICALLY LOCATED/DELIVERED:

Hattiesburg, MS

* 13. APPROXIMATE ADDRESS WHERE THIS PROJECT WILL BE DELIVERED. (NOTE: THIS INFORMATION IS FOR AARP'S ANALYSIS PURPOSES ONLY AND WILL NOT BE USED IN AWARD INFORMATION, ETC.)

Eastside Ave. & J.C. Killingsworth Dr., Hattiesburg, MS 39401

* 14. APPROXIMATE POPULATION FOR THE CITY/TOWN/AREA WHERE THIS PROJECT WILL BE DELIVERED. NOTE: PLEASE DO NOT ENTER POPULATION RANGES.

46251

* 15. WOULD YOU DESCRIBE THIS COMMUNITY AS:

- ☐ RURAL
- ☒ SUBURBAN
- ☐ URBAN

<< Back

save and advance





PROJECT DETAILS

Save & Logout

* 16. Project Summary.

Please provide a summary of your project in 2,000 characters or less. (Character limits include spaces.)

Note: this grant may NOT be used for the following activities:

- Partisan, political or election related activities
- Planning activities and/or assessments and surveys
- Studies with no follow-up action
- Publication of books or reports
- The acquisition of land and/or buildings
- Solely to sponsor other organizations' events or activities
- Research and development endeavor
- Research and development for a for-profit endeavor
- The promotion of a for-profit entity and/or its products and services

129 characters left

The City of Hattiesburg proposes to utilize AARP Community Challenge grant funds to install sidewalks and landscaping along J.C. Killingsworth Drive (starting at the intersection of Tuscan Avenue and Martin Luther King Avenue) and Eastside Avenue (starting at J.C. Killingsworth Drive and continuing to Hall Avenue). Landscaping will include the installation of both tree and ornamental plantings to improve the aesthetic appearance of an area where residents have experienced more than their fair share of troubles.

July 20th of 2019 was just another warm summer day in Hattiesburg, Mississippi—yet a day many residents will never forget. Just before 6:00pm, 59-year old beloved local grocery store owner Lisa Nguyen was confronted with armed robbers at Steelman Grocery on Eastside Avenue. The community surrounding Steelman Grocery will never be the same after that fateful night, as Lisa Nguyen was shot by the intruders and later succumbed to her injuries. Devastated community members held a vigil at Steelman Grocery the following night, grieving her loss and lamenting the senseless violence that robbed them of the kind, generous, and loving business owner they all adored.

Although the eventual reopening of the treasured store and the arrests of gang members in connection with Lisa's murder were beacons of light after some very dark days, the area surrounding Steelman Grocery remains a distressed community where 41% of individuals are living below the poverty level. Twenty percent of residents are aged 50 and older, and 22% of occupied households do not have a personal vehicle to use for transportation. An overwhelming majority of residents (93.88%) are African American. The proposed project is a small way to bring hope, positivity, beauty, and neighborhood amenities to improve a struggling community's safety and overall quality of life.

OPTIONAL: UPLOAD ATTACHMENT HERE.

* 17. Project Livability Improvement Statement.

Please specify in 350 characters or less the social impact that this grant will bring to the community, especially to individuals aged 50-plus. For example: This grant will improve (COMMUNITY X) by enhancing public safety by improving the walkability of the area for the older residents and all individuals by adding traffic calming elements. Please see additional examples in [Attachment D](#).

2 characters left

This grant will increase walkability in the community surrounding Eastside Ave, promoting safety and community pride. Sidewalks will especially benefit individuals 50+, with ambulatory difficulties, and in wheelchairs. Landscaping to complement sidewalks will create a beautiful public space, further encouraging pedestrian and bicycling activity.

* 18. Project Category

Please review the following descriptions and then select the category below that best describes your project, along with the primary corresponding sub-category.

#1 Create vibrant public places in the community through permanent or temporary solutions that improve open spaces, parks and access to other amenities.

- o Public space activation (e.g., public plaza improvements, parklets, street trees, alleyway activation, seating and games in public spaces, seating along Main Street corridors, signage in neighborhoods)
- o Public art installations that make a space more inviting (e.g. murals and sculptures that are connected to a broader plan for the public space)
- o Park enhancements (e.g., park equipment improvements, new structures, dog parks)
- o Playgrounds (e.g., intergenerational play spaces)
- o Community gardens (e.g., building accessible community garden beds)
- o Activities to engage people in vibrant public places (e.g., open streets events)
- o Accessibility of amenities (e.g., increasing accessibility features of park equipment)
- o Public safety interventions (e.g., proper lighting, landscaping, block revitalization/maintenance)
- o Other (please only select if your project does not fit into one of the above categories and please describe in detail)

#2 Deliver a range of transportation and mobility options through permanent or temporary solutions that increase connectivity, walkability, bikeability and access to public and private transit and safety.

- o Roadway/sidewalks/crosswalk improvement and beautification (e.g., markings for crosswalks, traffic calming pop-ups at intersections)
- o Micro-mobility enhancements/management (e.g., parking and training on scooters, e-bikes, etc.)
- o Bikeability (e.g., bike sharing options, temporary bike lanes)
- o Expansion and enhancement of existing transportation options (e.g., adding volunteer-led transportation programs, enhanced coordination of existing transportation resources)
- o Public or private transit access and safety (e.g., transit shelters, activating and improving transit stops)
- o Improved wayfinding (e.g., signage and markings)
- o Trails (e.g., completing and connecting trails, signage)
- o Accessibility of transportation amenities (e.g., increasing accessibility features of transportation options for people of all abilities, including ADA compliance, etc.)
- o Other (please only select if your project does not fit into one of the above categories and please describe in detail)

#3 Support the availability of a range of housing in the community through permanent or temporary solutions that increase accessible and affordable housing options.

- o Accessory dwelling units and tiny homes
- o Co-housing programming and resources
- o Resources about housing options and available services
- o Innovative or new home maintenance, repair and support services
- o Lifelong housing and accessibility
- o Other (please only select if your project does not fit into one of the above categories and please describe in detail)

#4 Increase civic engagement with innovative and tangible projects that bring residents and local leaders together to address challenges and facilitate a greater sense of community inclusion and diversity.

- Developing projects based on residents' priorities (e.g., participatory budgeting efforts)

Bringing resident insight and volunteer power into local government (e.g., citizen academies, local volunteers supporting City Hall efforts)

- Engaging residents alongside thought leaders in problem solving (e.g., hackathons)
- Other ideas that improve civic engagement in the community (please only select if your project does not fit into one of the above categories and please describe in detail)

Note to Nonprofits: While this new category is targeted to local governments, nonprofits can still apply for and receive a grant in this category, but they must demonstrate that they are working with local governments to solicit and include citizen expertise on the project or to help solve a pressing community challenge.

#5 Demonstrate the tangible value of "Smart Cities" by developing and implementing innovative programs that involve residents in accessing, understanding and using data to engage in decision-making that increases quality of life for all.

- Tools and programming to capture data and resident feedback
- Activities that highlight the use of data to improve decision-making in local government
- Other (please only select if your project does not fit into one of the above categories and please describe in detail)

#6 Other

- Projects related to Coronavirus response/recovery that support older adults
- Connectivity improvements, including broadband access.
- Activities that increase access to healthcare services
- Activities that support family caregivers
- Activities to support entrepreneurship and economic development
- Other (please only select if your project does not fit into one of the above categories and please describe in detail)

☒ CREATE VIBRANT PUBLIC PLACES

☐ DELIVER A RANGE OF TRANSPORTATION AND MOBILITY OPTIONS

☐ SUPPORT THE AVAILABILITY OF A RANGE OF HOUSING

☐ INCREASE CIVIC ENGAGEMENT WITH INNOVATIVE AND TANGIBLE PROJECTS THAT BRING RESIDENTS AND LOCAL LEADERS TOGETHER TO ADDRESS CHALLENGES AND FACILITATE A GREATER SENSE OF COMMUNITY INCLUSION AND DIVERSITY.

☐ DEMONSTRATE THE TANGIBLE VALUE OF "SMART CITIES."

☐ OTHER

* 18B. PLEASE SELECT YOUR SUBCATEGORY

☒ PUBLIC SPACE ACTIVATION (E.G. PUBLIC PLAZA IMPROVEMENTS, PARKLETS, STREET TREES PROGRAMS, ALLEYWAY ACTIVATION, SEATING AND GAMES IN PUBLIC SPACES, SEATING ALONG MAIN STREET CORRIDORS, SIGNAGE IN NEIGHBORHOODS)

☐ ART INSTALLATIONS (E.G. MURALS AND SCULPTURES)

☐ PARK ENHANCEMENTS (E.G. PARK EQUIPMENT IMPROVEMENTS, NEW STRUCTURES, DOG PARKS)

☐ PLAYGROUNDS (E.G. INTERGENERATIONAL ELEMENTS)

☐ COMMUNITY GARDENING (E.G. BUILDING ACCESSIBLE COMMUNITY GARDEN BEDS)

☐ ACTIVITIES TO ENGAGE PEOPLE IN VIBRANT PUBLIC PLACES (E.G. OPEN STREETS EVENTS)

☐ ACCESS TO AMENITIES (E.G. INCREASING ACCESSIBILITY FEATURES OF PARK EQUIPMENT)

☐ PUBLIC SAFETY (E.G. PROPER LIGHTING)

☐ PUBLIC ART

☐ OTHER (PLEASE ONLY SELECT IF YOUR PROJECT DOES NOT FIT INTO ONE OF THE ABOVE CATEGORIES AND PLEASE DESCRIBE IN DETAIL)

* 19. Project Deliverables.

Please specify the individual deliverables. Provide as much detail as you can about any physical structures (such as benches, lighting, signage,

etc.), dates, addresses and communications within 300 characters for each deliverable. [See examples in Attachment D.](#)

- Deliverable 1
- Deliverable 2
- Deliverable 3
- Deliverable 4
- Deliverable 5
- Add more as necessary

For example:

- i. Provide suitable lighting in the public space located at (ADDRESS) between Street X and Street Y.
- ii. Commission and install ten (10) structures with LED lighting with custom side panels.
- iii. Install four (4) benches at (ADDRESS).
- iv. Install signage at (ADDRESS)
- v. Conduct outreach to the community through local media and social platforms owned by the City, Main Street Organization and the Chamber of Commerce and will include at least three (3) published communications promoting the public space improvements.

* DELIVERABLE 1

1806 characters left

The City of Hattiesburg will install sidewalks (4,500 linear feet), 150 trees (various species), and 300 ornamental shrubs (various species) along J.C. Killingsworth Drive and Eastside Avenue.

* DELIVERABLE 2

All press releases will include a statement about funding support from AARP.

* DELIVERABLE 3

The sidewalks and landscaping will be completed by December 18, 2020.

DELIVERABLE 4

The City of Hattiesburg will send an After-Action Report with photos to AARP national office by January 31, 2021.

DELIVERABLE 5

DELIVERABLE 6

*** 20. Project Type. Please select a category for your project below.**

Please note: Proposals for the project types described below will be prioritized over those that support ongoing programming or events.

- ☒ PERMANENT PHYSICAL FIXTURES IN THE COMMUNITY
- ☐ TEMPORARY DEMONSTRATIONS THAT LEAD TO LONG-TERM CHANGE
- ☐ NEW, INNOVATIVE PROGRAMMING OR SERVICES

<< Back

save and advance





JENNIFER SH...

LOGOUT

PROJECT NARRATIVE AND BUDGET

Save & Logout

PLEASE COMPLETE EACH SECTION WITH 2,000 CHARACTERS OR FEWER (EXCLUDING QUESTION 27)

* 21. Livable Communities Activities. Please provide a brief summary of the ongoing efforts to make this community more livable for all ages and share how the Community Challenge project will support that effort and have a lasting impact.

4 characters left

The City of Hattiesburg engages in a variety of measures to connect with residents and keep them involved, actively address safety concerns, and provide for improvements to city services and infrastructure.

The City of Hattiesburg employs a Neighborhood Coordinator who serves as a liaison between city government and neighborhood associations, discussing neighborhood improvement strategies and providing information on the various changes, projects, and other issues that may affect the neighborhoods. This serves to keep citizens informed and gives them a voice to promote active change in their communities.

One example of a crime-reduction initiative is Hattiesburg Police Department's Quality of Life (QOL) team. An increase in Hattiesburg homicides and gang activity led to the implementation QOL team in 2018 to address the growing sense of tragedy, unrest, and fear while discouraging a continued upward trend in crime. The QOL team placed two free-roaming officers per shift, providing 24-hour coverage. Officers are now visible on foot and on bicycles, as well as in patrol cars. Community members are encouraged to interact with them, get to know them, and share valuable information.

An inventory of existing sidewalks and bicycle facilities revealed that sidewalks and bicycle facilities were mostly concentrated in the Central Business Districts of Hattiesburg and in the vicinity of the University of Southern Mississippi, but were severely lacking in all other areas. Due to this identified deficiency, it is a priority of the City to make improvements to pedestrian amenities. The City is continually seeking additional funds to meet the demand for sidewalks. With the decrease in tax revenues due to the COVID-19 crisis, there will be an increased reliance on grant funding to complete sidewalk projects. The current proposed Community Challenge project will bring sidewalks and beautification to a neighborhood particularly affected by safety and crime concerns.

* 22. Community engagement. Please describe how residents and local organizations have been engaged in the area's livable communities activities to date. How will you engage the community and involve older adults in the process as you execute this grant?

466 characters left

Hattiesburg neighborhood associations actively meet to pursue neighborhood improvement strategies, and the City employs a Neighborhood Coordinator who acts as a liaison between city government and the neighborhood associations. Information shared with neighborhood associations includes proposed zoning changes, planned infrastructure improvements, and any other issues that may affect the neighborhood. The Neighborhood Coordinator also partners with the neighborhood associations to plan and conduct community activities and meetings. Additionally, the City hosts a number of annual and seasonal civic events, and these events are heavily promoted by the City as well as local organizations, both online and in print. All of these efforts combined keep residents informed of the opportunities available to them and keep them connected with their community—as well as giving them an avenue for sharing their concerns and ideas with city government so they feel like they have a voice and can contribute in a meaningful way to improving the overall quality of life within their communities. Community events within Hattiesburg have included mobilizing volunteers for clean-up and beautification efforts. While the ongoing maintenance and upkeep of the landscaping will be conducted by the City of Hattiesburg's Parks and Recreation Department, the project area can be targeted in future volunteer clean-up and beautification efforts. Volunteer opportunities will be open to all residents who are willing and able to participate.

*23. Role of Volunteers

Please describe how residents and local organizations been engaged in the area's livable communities activities to date. How will you engage the community and involve older adults in the process as you execute this grant?

* DO YOU ANTICIPATE VOLUNTEERS AGE 50 AND OLDER PLAYING A ROLE IN THE IMPLEMENTATION OF THE COMMUNITY CHALLENGE PROJECT?

☐ YES ☒ NO

* PLEASE DESCRIBE THE ROLE THAT VOLUNTEERS (PARTICULARLY THOSE 50+) WILL PLAY IN IMPLEMENTING THE COMMUNITY CHALLENGE PROJECT.

1560 characters left

While volunteers will not be actively involved in the installation of sidewalks and landscaping, the City of Hattiesburg has an ongoing partnership with Keep Hattiesburg Beautiful to host community volunteer projects that promote civic pride and beautification. The project area can be targeted in future clean-up and beautification efforts. Volunteer opportunities will be open to all residents who are willing and able to participate.

* 24. Multicultural Population. If the primary beneficiaries of this project are from a population that represents a multicultural perspective, please select the 1 or 2 populations served below. (Please note: This does not carry weight in the scoring criteria).

- ☒ AFRICAN AMERICAN/BLACK
- ☐ HISPANIC/LATINO
- ☐ ASIAN AMERICAN PACIFIC ISLANDER
- ☐ NATIVE AMERICAN
- ☐ LGBT
- ☐ OTHER

* 25. Metrics. Please describe the metrics you will be able to capture over the course of this grant activity and beyond and include goals for each metric. For Example: number of people served, number of certifications issued, structures achieving ADA-compliance, etc.

Metric	Goal
Example: Number of people served	Example: 50

* METRIC 1:

Feet of ADA-compliant sidewalks installed

* GOAL:

4,500

METRIC 2:

Number of trees planted

GOAL:

150

METRIC 3:

Number of ornamental shrubs planted

GOAL:

300

METRIC 4:

N/A

GOAL:

N/A

METRIC 5:

N/A

GOAL:

N/A

METRIC 6:

N/A

GOAL:

N/A

METRIC 7:

N/A

GOAL:

N/A

METRIC 8:

N/A

GOAL:

N/A

26. Matching Funds and In-Kind Support. Matching funds are not required. However, please detail any matching funds or in-kind support the organization will receive to contribute toward this project.

Nonprofit

MATCHING FUNDS (\$)

0

IN-KIND SUPPORT

0

Private

MATCHING FUNDS (\$)

0

IN-KIND SUPPORT

0

Public

MATCHING FUNDS (\$)

0

IN-KIND SUPPORT

0

27. Project Budget. Please specify what expenses will be covered by the grant. Itemize anticipated expenses and income (if any) for this

proposal. Include in-kind services, such as donated materials and/or labor. And explanations if necessary.

NAME OF MUNICIPALITY/ORGANIZATION

City of Hattiesburg

Contracted services costs

EXPENSE

\$281,750

ADDITIONAL INFORMATION

Site and Bed Prep - \$2,500
Labor to Install Tree & Plant Material - \$18,750
Labor to Install Water Bags/Fill - \$500
Sidewalks (4,500 LF) - \$260,000

Staff costs, if any

EXPENSE

0

ADDITIONAL INFORMATION

N/A

Office materials & project supplies, if any

EXPENSE

0

ADDITIONAL INFORMATION

N/A

Travel expenses, if any

EXPENSES

0

ADDITIONAL INFORMATION

N/A

Other Expenses

EXPENSE

\$28,250

ADDITIONAL INFORMATION

Trees - 15 Gallon B/B Various Species (Quantity 150; \$75 per unit) - \$11,250
Ornamental Shrubs - 3 Gallon Various Species (Quantity 300; \$25 per unit) - \$7,500
Mulch - \$3,500
Gator Water Bags (Quantity 150; \$40 per unit) - \$6,000

ARE THERE MATCHING FUNDS OR SERVICES PLANNED? WHAT IS THEIR VALUE?

N/A

* 28. How will you use AARP branding?

1782 characters left

AARP Community Challenge will be given credit for the funding provided in any public announcements about the project. Information regarding grant-funded projects is typically shared via news outlets and social media.

* 29. AARP might be contacted by other potential funders that could be interested in funding projects that were not funded through the AARP Community Challenge. The potential funders may have additional process steps and funding requirements than those of the AARP Community Challenge. If requested, AARP would like to send your contact information, organization name and a short description of the proposal including the community where the project would take place ("Project Information"). Please note that these projects will be subject to any potential funder's own terms, conditions and review. Please indicate in your application whether or not you give permission to AARP to share your contact information and a description of your proposal. If you select "yes" you agree on behalf of yourself and your organization to release AARP from all liability associated with sharing the Project Information with potential funders.

* DO YOU GIVE AARP PERMISSION TO SHARE THIS INFORMATION WITH OTHER ORGANIZATIONS THAT MIGHT BE INTERESTED IN FUNDING YOUR PROJECT?

☒ YES

☐ NO

An Opportunity for Other Possible AARP Funding: Please note that by submitting a proposal for the AARP Community Challenge initiative, you and your organization give AARP permission to reach out to you and others at your organization about other possible AARP funding opportunities that your proposal may be eligible for based on the AARP Community Challenge criteria. However, please note that AARP is not obligated in any way to consider your proposal for any additional AARP funding.

Notification

Successful applicants will be notified by email. In order to receive funding, selected applicants must execute and return a binding Memorandum of Understanding and completed financial forms to the AARP National office to communitychallenge@aarp.org by 11:59 p.m. August 17, 2020. Noncompliance with this time period may result in disqualification.

If you have technical questions, contact support@reviewr.com or communitychallenge@aarp.org.

<< Back

Click Here to Submit





AARP Community Challenge 2020
City of Hattiesburg
Proposed Budget

Item Description	Quantity	Price per Item	Total Cost
Trees-15 Gallon B/B Various Species	150	\$ 75.00	\$ 11,250.00
Ornamental Shrubs-3 Gallon Various Species	300	\$ 25.00	\$ 7,500.00
Site and Bed Prep			\$ 2,500.00
Labor to Install Tree & Plant Material			\$ 18,750.00
Mulch			\$ 3,500.00
Gator Water Bags	150	\$ 40.00	\$ 6,000.00
Labor to Install Water Bags/Fill			\$ 500.00
Sidewalks	4,500 LF		\$260,000
Project Total			\$ 310,000.00



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Sherrocko Stewart, Fire Chief

cc:

Date: Tuesday, June 2, 2020

Re: Ratification of the submitted grant application to the Federal Emergency Management Agency (FEMA) FY 2020 Assistance to Firefighters Grant Program – COVID-19 Supplemental, for the purchase of personal protective equipment in response to the COVID-19 public health emergency; for a total project cost of \$18,921.10 (\$17,201.00 federal share and \$1,720.10 local share).
File Number: 2020-346
Minute Book #

Summary

FY 2020 FEMA Assistance to Firefighters Grant Program – COVID-19 Supplemental

Recommendation Statement

I recommend ratification of the submitted grant application to the Federal Emergency Management Agency (FEMA) FY 2020 Assistance to Firefighters Grant Program – COVID-19 Supplemental, for the purchase of personal protective equipment in response to the COVID-19 public health emergency; for a total project cost of \$18,921.10 (\$17,201.00 federal share and \$1,720.10 local share).

Please place this on the June 2, 2020 City Council meeting for consideration.

System for Award Management (SAM.gov) profile

Please identify your organization to be associated with this application.

All organization information in this section will come from the System for Award Management (SAM) profile for that organization.

HATTIESBURG, CITY OF

Information current from SAM.gov as of:	05/03/2020
DUNS (includes DUNS+4):	079448130
Employer Identification Number (EIN):	646000432
Organization legal name:	HATTIESBURG, CITY OF
Organization (doing business as) name:	
Mailing address:	PO BOX 1898 HATTIESBURG, MS 39403-1898
Physical address:	200 FORREST ST HATTIESBURG, MS 39401-3451
Is your organization delinquent on any federal debt?	N
SAM.gov registration status:	Active as of 03/01/2020

We have reviewed our bank account information on our SAM.gov profile to ensure it is up to date

Applicant information

Please provide the following additional information about the applicant.

Applicant name	City of Hattiesburg - Hattiesburg Fire Department
----------------	--

Main address of location impacted by this grant

Main address 1	622 Corinne St
Main address 2	
City	Hattiesburg
State/territory	MS
Zip code	39401
Zip extension	3851
In what county/parish is your organization	Forrest

physically located? If you have more than one station, in what county/parish is your main station located?

Applicant characteristics

The Assistance to Firefighters Grants Program's objective is to provide funding directly to fire departments and nonaffiliated EMS organizations or a State Fire Training Academy for the purpose of protecting the health and safety of the public and first responder personnel against fire and fire-related hazards. Please review the Notice of Funding Opportunity Announcement (NOFO) for information on available program areas and for more information on the evaluation process and conditions of award.

Please provide the following additional information about the applicant.

Applicant type: **Fire Department/Fire District**

Is this grant application a regional request? **No**

A regional request provides a direct regional and/or local benefit beyond your organization. You may apply for a regional request on behalf of your organization and any number of other participating eligible organizations within your region.

What kind of organization do you represent? **All Paid/Career**

How many active firefighters does your department have who perform firefighting duties? **113**

Does your organization protect critical infrastructure of the state? **Yes**

Please describe the critical infrastructure protected below.

Hattiesburg is home to a host of critical medical facilities; emergency service providers; facilities that manufacture and use hazardous chemicals; commercial retail shops; twelve energy and utility facilities that provide electricity, gas, water, and wastewater management; financial services; transportation systems; and government facilities which include seven locations that house a number of government offices. Major educational institutions include the University of

Southern Mississippi (USM), William Carey University (WCU), Pearl River Community College (PRCC), and Antonelli Business College. USM's Fall 2019 enrollment topped 14,000, while a growing William Carey University boasted an enrollment of nearly 5,000 in Fall of 2018. Additionally, Hattiesburg has 9 public schools and at least as many private schools. Major medical facilities include Forrest General Hospital and Merit Health Wesley. Forrest General Hospital is a 545-bed, Level II Regional Trauma Center with over 3,600 employees. The FGH emergency room sees over 85,000 patients in year, with over 30,000 inpatient admissions. Merit Health Wesley, a 211-bed facility, is the area's only hospital accredited for Heart Failure care, and employs over 1,200 healthcare professionals. Hattiesburg's transportation infrastructure consists of more than 350 miles of roadway, including one interstate highway (I-59) and three U.S. highways (Hwy 49, Hwy 98, and Hwy 11). Additionally, Hattiesburg has Bobby L. Chain Municipal Airport and three major railroads. Railroads were instrumental in Hattiesburg's early history and they still shape our current reality today, with 40 railroad crossings in the city and over 30 trains each day. Three rail lines provide an avenue for the transportation of passengers and freight, providing routes from the West to East Coasts, to and from Canada, south to New Orleans and the Gulf Coast, and to the Midwest. Additionally, Hattiesburg has at least 18 commercial facilities which manufacture, store, or use hazardous chemicals, with the Forrest County Industrial Park Located in southern Hattiesburg, east of U.S. Highway 49. Hattiesburg is also home to Camp Shelby Joint Forces Training Center, the nation's largest state-owned military training facility.

Do you currently report to the National Fire Incident Reporting System (NFIRS)? You will be required to report to NFIRS for the entire period of the grant.

Yes

Please enter your FDIN/FDID.

18004

Operating budget

What is your organizations operating budget (e.g., personnel, maintenance of apparatus, equipment, facilities, utility costs, purchasing expendable items, etc.) dedicated to expenditures for day-to-day activities for the current (at time of application) fiscal year, as well as the previous two fiscal years?

Current fiscal year:

2020

Fiscal Year	Operating budget
2020	\$9,526,409.00
2019	\$8,917,310.00
2018	\$8,820,778.00

What percentage of the declared operating budget is dedicated to personnel costs (salary, benefits, overtime costs, etc.)?

91

Does your department have any rainy day reserves, emergency funds, or capital outlay?

No

What percentage of the declared operating budget is derived from the following	2020	2019	2018
Taxes	98.48	98.70	98.83
Bond issues	0	0	0
EMS billing	0	0	0
Grants	0.52	0.23	0.09

What percentage of the declared operating budget is derived from the following	2020	2019	2018
Donations	0	0	0
Fund drives	0	0	0
Fee for service	1	1.07	1.08
Other	0	0	0
Totals	100 %	100 %	100 %

Applicants should describe their financial need and how consistent it is with the intent of the AFG-S Program. The Financial Need statement should include details describing the applicant's financial distress such as summarizing budget constraints, unsuccessful attempts to secure other funding, and proving the financial distress is out of their control.

Known as "Hub City", the city of Hattiesburg is the primary retail shopping center for the south-central Mississippi region. As a result, its municipal economy is heavily dependent on sales tax revenues. Sales taxes account for about 55% of the city's total income. Although the economy was experiencing growth, the COVID-19 lockdown has devastated sales tax revenues. Our mayor's proactive and cautious approach to the pandemic has produced tighter and more persistent restrictions in Hattiesburg than in the rest of Mississippi. City administrators projected the loss of sales tax income for April 2020 to be over 30% and have begun force reduction measures that will eliminate around 10% of the municipal workforce. The fire department has fortunately not suffered any personnel cuts, but the Fire Chief has been told to prepare for budget cuts of up to 25%. In addition, Hattiesburg is still recovering from a catastrophic 2017 tornado that destroyed or heavily damaged over 500 homes and businesses, including several municipal facilities. One of the buildings lost was an aging fire station that was grossly under-insured. That company is still operating out of an old lawn mower maintenance building while the city struggles to appropriate the funds for a new station. Furthermore, those stringent guidelines to protect us have also made it impossible for many businesses to operate, putting Hattiesburg at a particular disadvantage economically. The City of Hattiesburg is heavily dependent upon sales tax revenue to provide essential government services. Over 50% of the City's budget is dependent upon tax revenue, while over 90% of the Fire Department's budget is from tax revenue. This is especially problematic given the

drastic decreases in sales tax revenue as a result of COVID-19 prevention and response measures, at a time when the Fire Department must acquire PPE and supplies to protect personnel and the public from that very same danger to public health that has destroyed our once-booming economy.

In cases of demonstrated economic hardship, and upon the request of the grant applicant, the FEMA Administrator may grant an Economic Hardship Waiver. Is it your organization's intent to apply for an Economic Hardship Waiver?

No

Other funding sources

This fiscal year, are you receiving Federal funding from any other grant program for the same purpose for which you are applying for this grant?

No

This fiscal year, are you receiving Federal funding from any other grant program regardless of purpose?

Yes

Please provide an explanation for other funding sources in the space provided below.

State Homeland Security Grant Program: The City of Hattiesburg was awarded \$10,000 on behalf of the MS Homeland Security Task Force III to purchase equipment for the Task Force.

Community description

Please provide the following additional information about the community your organization serves.

Type of jurisdiction served	City
What type of community does your organization serve?	Suburban
What is the square mileage of your first due response zone/jurisdiction served?	54
What percentage of your primary response area is protected by hydrants?	100

What percentage of your primary response area is for the following:	Percentage (must sum to 100%)
Agriculture, wildland, open space, or undeveloped properties	25

What percentage of your primary response area is for the following:	Percentage (must sum to 100%)
Commercial and industrial purposes	37
Residential purposes	38
Total	100

What is the permanent resident population of your first due response zone/jurisdiction served? **43809**

Do you have a seasonal increase in population? **Yes**

What is your seasonal increase in population? **2442**

Please describe your organization and/or community that you serve.

The City of Hattiesburg is known as the “Hub City” for its regionally central location between New Orleans, Louisiana; Mobile, Alabama; Jackson, Mississippi; and the Mississippi Gulf Coast. Hattiesburg’s transportation network includes one airport, three major railroads, one interstate highway (Interstate 59) and three U.S. highways (U.S. Highway 49, U.S. Highway 98, and U.S. Highway 11). Hattiesburg is also considered south-central Mississippi’s retail, medical, and educational destination. Hattiesburg is home to the University of Southern Mississippi, William Carey University, Pearl River Community College satellite campus, Forrest General Hospital, Wesley Medical Center, and the Camp Shelby Joint Forces Training Center. Over the last several years, the west side of Hattiesburg has exploded with new commercial growth. Hattiesburg accommodates an array of shopping options, including Turtle Creek Mall, boutiques, antique shops, and flea markets, as well as a variety of other retail shops to meet just about any need.

Hattiesburg is a college town and a center for music and entertainment, as well as a great place to raise a family and a great place to retire. Hattiesburg has a resident population of 46,251, and a typical workday sees over 150,000 people within the city limits. Due to its convenient location and amenities, the city will also see a rapid, temporary influx of people when a hurricane is headed for the Gulf Coast, due to people evacuating their homes in areas where the risk is more imminent. Hattiesburg continues to be one of the fastest-growing areas in South Mississippi. The Hattiesburg Fire Department (HFD), an all-career organization, is currently composed of 121 sworn personnel and six non-sworn personnel. HFD provides fire suppression and prevention, EMS first response, technical rescue, and HAZMAT services from eight stations distributed throughout its 54 square-mile primary response area. HFD also provides mutual aid to Camp Shelby Joint Forces Training Center, the nation's largest state-owned military training facility, as well as a regional airport, the neighboring city of Petal and its salt dome storage facilities with capacity to store over 20 billion cubic feet of natural gas, and nine volunteer fire departments in two counties. Through mutual aid, the services of HFD potentially impact an additional 100,000 persons in the Hattiesburg Metropolitan Statistical Area. Even further, Hattiesburg Fire Department is the lead agency for Mississippi Task Force III, a regional disaster response team to which the department provides 16 structural collapse and special rescue technicians, who are deployable throughout our state and beyond.

Call volume

Summary	2019	2018	2017
Fire - NFIRS Series 100	260	239	150
Overpressure Rupture, Explosion, Overheat (No Fire) - NFIRS Series 200	18	10	10
Rescue & Emergency Medical Service Incident - NFIRS Series 300	2600	2277	2277
Hazardous Condition (No Fire) - NFIRS Series 400	144	122	88
Service Call - NFIRS Series 500	251	180	209
Good Intent Call - NFIRS Series 600	282	227	197
False Alarm & Falls Call - NFIRS Series 700	253	250	205
Severe Weather & Natural Disaster - NFIRS Series 800	3	10	1
Special Incident Type - NFIRS Series 900	7	6	4
Total	3818	3321	3141

Fires	2019	2018	2017
"Structure Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 111-120)	93	82	58
"Vehicle Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 130-138)	49	69	34
"Vegetation Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 140-143)	60	42	22
Total	202	193	114

Total acreage per year	2019	2018	2017
Total acreage of all vegetation fires	36	18	18

Rescue and emergency medical service incidents	2019	2018	2017
"Motor Vehicle Accidents" (Of the NFIRS Series 300 calls, NFIRS Codes 322-324)	342	312	260

Rescue and emergency medical service incidents	2019	2018	2017
"Extrications from Vehicles" (Of the NFIRS Series 300 calls, NFIRS Code 352)	18	12	7
"Rescues" (Of the NFIRS Series 300 calls, NFIRS Code 300, 351, 353-381)	14	17	43
EMS-BLS Response Calls	2226	1936	1967
EMS-ALS Response Calls	0	0	0
EMS-BLS Scheduled Transports	0	0	0
EMS-ALS Scheduled Transports	0	0	0
Community Paramedic Response Calls	0	0	0
Total	2600	2277	2277

Mutual and Automatic Aid	2019	2018	2017
Amount of times the organization received Mutual Aid	1	1	1
Amount of times the organization received Automatic Aid	0	0	0
Amount of times the organization provided Mutual Aid	2	2	3
Amount of times the organization provided Automatic Aid	0	0	0
Of the Mutual and Automatic Aid responses, amount that were structure fires	1	1	0
Total	4	4	4

Grant request details

Are you requesting a Micro Grant? A Micro Grant is limited to \$3,000 in federal resources. **No**

Instructions

If you intend to request funds for an activity, you must answer all of the activity specific questions and specify at least one budget item [budget object class information](#). The cost figures you provide do not have to be firm quotes from your vendors, but they should be estimated based on research of current prices (i.e., check with at least two vendors for your estimates). If you do not have these estimates, you can come back and modify this area at any point before you submit your application to DHS. The Assistance to Firefighters Grant Program does not allow for any grant funds to be used for construction. Select grant writer fee when adding an activity if there is a grant-writing fee associated with the preparation of the request.

associated with the preparation of the request

Grand total: \$18,921.10**Program area: Operations and safety****Total requested for Personal Protective Equipment (PPE) activity: \$18,921.10****Protective Coveralls**

QUANTITY	UNIT PRICE	TOTAL
4	\$223.90	\$895.60

BUDGET CLASS

Supplies

DESCRIPTION

Tyvek protective coveralls, disposable. 25/box.

More Details for Protective Coveralls.What is the purpose of this request? **Reimbursement**Are you requesting for members that currently do not have above-mentioned item? **No**Is your department trained in the proper use of the PPE being requested? **Yes****Surgical Type Face Masks**

QUANTITY	UNIT PRICE	TOTAL
40	\$50.00	\$2,000.00

BUDGET CLASS

Supplies

DESCRIPTION

Surgical face masks. 40 boxes of 50/box.

More Details for Surgical Type Face Masks.

What is the purpose of this request? **Future response capabilities**

Are you requesting for members that currently do not have above-mentioned item? **No**

Is your department trained in the proper use of the PPE being requested? **Yes**

Respirators

QUANTITY	UNIT PRICE	TOTAL
2,000	\$2.47	\$4,940.00
BUDGET CLASS		
Supplies		

DESCRIPTION

KN-95 respirators - priced per item. Purchased 4/13/2020.

More Details for Respirators.

What is the purpose of this request? **Reimbursement**

Are you requesting for members that currently do not have above-mentioned item? **No**

Is your department trained in the proper use of the PPE being requested? **Yes**

Surgical Type Face Masks

QUANTITY	UNIT PRICE	TOTAL
99	\$50.00	\$4,950.00

BUDGET CLASS

Supplies

DESCRIPTION

Surgical face masks - 50/box

More Details for Surgical Type Face Masks.

What is the purpose of this request?	Reimbursement
--------------------------------------	----------------------

Are you requesting for members that currently do not have above-mentioned item?	No
---	-----------

Is your department trained in the proper use of the PPE being requested?	Yes
--	------------

Respirators

QUANTITY	UNIT PRICE	TOTAL
1,000	\$2.47	\$2,470.00

BUDGET CLASS

Supplies

DESCRIPTION

N-95 respirator. Priced individually.

More Details for Respirators.

What is the purpose of this request?	Future response capabilities
--------------------------------------	-------------------------------------

Are you requesting for members that currently do not have above-mentioned item?	No
---	-----------

Is your department trained in the proper use of the PPE being requested? **Yes**

Protective Coveralls

QUANTITY	UNIT PRICE	TOTAL
4	\$223.90	\$895.60

BUDGET CLASS

Supplies

DESCRIPTION

Tyvek disposable coveralls. 4 boxes @ 25/box.

More Details for Protective Coveralls.

What is the purpose of this request? **Future response capabilities**

Are you requesting for members that currently do not have above-mentioned item? **No**

Is your department trained in the proper use of the PPE being requested? **Yes**

Gloves

QUANTITY	UNIT PRICE	TOTAL
210	\$13.19	\$2,769.90

BUDGET CLASS

Supplies

DESCRIPTION

Microflex disposable nitrile exam gloves. 210 boxes with 100/box.

More Details for Gloves.

What is the purpose of this request?	Immediate use of PPE
Are you requesting for members that currently do not have above-mentioned item?	No
Is your department trained in the proper use of the PPE being requested?	Yes

More Details for Personal Protective Equipment (PPE).

Narrative

The narrative statements must provide all the information necessary for you to justify your needs and for FEMA to make an award decision. A panel of peer reviewers will perform the second phase of the applications' evaluations by using the narrative statements below to determine the worthiness of the request for an award. Please ensure that your narrative clearly addresses each of the following evaluation criteria elements to the best of your ability with detailed but concise information.

You may either type your narrative statements in the spaces provided below or create the text in your word processing system and then copy it into the appropriate spaces provided below. Please note the narrative block does not allow for formatting. Do not type your narrative using only capital letters. Additionally, do not include tables, special fonts (i.e., quote marks, bullets, etc.), or graphs.

Project description and budget: The Project Description and Budget statement should clearly explain the applicant's project objectives and its relationship to the applicant's budget and risk analysis. Applicants should link the proposed expenses to operations and safety, as well as to the completion of the project's goals. Applicants should describe how their current response capabilities are impacted by COVID-19 as well as the overall rate of COVID-19 in their community. Applicants can reference data supported by the Centers for Disease Control and Prevention (CDC) through referencing state level data from the following website <https://www.cdc.gov/coronavirus/2019-ncov/cases-updates/cases-in-us.html>. This data will be taken into consideration when prioritizing funding.

Hattiesburg led Mississippi into the COVID-19 crisis when our state's first case was diagnosed here. A couple of months later, even after drastically shutting down the economy, the COVID-19 cases continue to rise at an uncomfortable pace. Hattiesburg is situated in both Forrest and Lamar Counties. Within two months, the number of positive cases in Forrest County have reached 336 (0.45% of the population), and the number of positive cases in Lamar County has reached 158 (0.26% of the population). The state of Mississippi currently has 10,090 positive cases, which is 0.34% of the state population. In Forrest County, 6.85% of positive cases have resulted in death, while in neighboring Lamar

County, 2.53% of positive cases have resulted in death. The overall percentage of death's from COVID-19 for the state is 4.61%. The City of Hattiesburg workforce has also been touched by tragedy, as there have been 9 confirmed cases of Coronavirus among employees, with one death. The Hattiesburg Fire Department has had one firefighter test positive after coming into contact in the line of duty with an individual who was positive for COVID-19. Despite having more stringent guidelines in place to curb the rates of infection than many other cities in the state, Hattiesburg—and Forrest County in particular—is still experiencing a higher rate of infection and deaths than the state of Mississippi as a whole. In order to provide adequate protection from the virus for our firefighters, and to prevent the spread of the virus among the city workforce and the community, the Hattiesburg Fire Department is requesting AFG funds to purchase protective coveralls, surgical face masks, respirators, and disposable gloves. New safety protocols established due to the COVID-19 crisis require the use of these items when coming into contact with an infected individual. We anticipate a need for 210 boxes of gloves, 2,000 surgical masks, 1,000 N-95 respirators, and an additional 100 disposable coveralls to give us approximately a 6-month supply and get us through to our next fiscal year.

Cost benefit: Applicants should describe how they plan to address the operations and personal safety needs of their organization, including cost effectiveness and sharing assets. The Operations and Safety/Cost Benefit statement should also include details about gaining the maximum benefits from grant funding by

City of Hattiesburg and Hattiesburg Fire Department administrators have enacted strict operational guidelines to protect personnel from COVID-19 exposure. Firefighters are required to wear surgical masks in common areas of the fire stations at all times. Due to a response incident in which improper

citing reasonable or required costs, such as specific overhead and administrative costs.

PPE contributed to a member testing positive for the virus, operational personnel are required to don N-95 respirators whenever they leave their station so that there will be no confusion or temptation to leave surgical masks in place on calls with potential exposure. HFD had relied on its private EMS partner, AAA Ambulance Service, for PPE related to universal precautions. That supply was abruptly cut off as they EMS agency reacted to the onslaught of COVID-19. HFD administrators were initially caught off-guard. Because of our reliance on the ambulance, HFD had no standing vendors and was unable to purchase adequate PPE. Forrest County Emergency Management officials were able to come to our aid and share resources obtained from state agencies. We also received one early donation of about 400 N-95 respirators and individual bottles of hand sanitizer from a local business. We have since been able to procure most needed items as availability has started to recover from early demand.

Statement of effect on operations: The Statement of Effect on Operations statement should explain how this funding request will enhance an organization's overall effectiveness. It should address how an award will impact the daily operations and reduce an organization's risk(s). Applicants should include how frequently the requested item(s) will be used and in what capacity. Applicants should detail whether award funding will seek reimbursement of pre-award expenses related to the acquisition of eligible PPE, acquire PPE for immediate use, or acquire PPE resources to strengthen future response capabilities. Applicants will be evaluated on the current inventory of supplies, response usage of requested supplies, and anticipated future

Hattiesburg Fire Department has experienced a manpower shortage since the onset of the pandemic. Five members were deemed high-risk due to age or underlying medical conditions and have been placed on administrative leave. Five others have been placed on leave for observation and testing following potential exposures. As mentioned above, one of them contracted the virus. Caller screening protocols have been enacted by AAA Ambulance, our local private EMS service. Hattiesburg police and fire dispatchers transfer all medical calls for service to AAA emergency medical dispatchers, who screen callers for COVID-19 symptoms through a battery of

needs (i.e. actual or anticipated burn rate percentage of PPE resources).

questions and notify HFD personnel if a known or suspected COVID patient is identified. HFD response protocols require disposable coveralls, N-95 respirator, gloves, and eye protection to be worn when making direct contact with an infected patient. In addition to the increased use of PPE, response times to EMS calls have increased slightly. Although our call volume has dropped during the pandemic, the mission of the HFD has not changed. Firefighters no longer respond to assist the elderly or disabled unless they have been screened by EMS dispatchers. After an initial period of confusion and unease, response protocols have been fined-tuned and emergency operations now continue unabated with strict precautions in place. Fire prevention and public education efforts, on the other hand, have been largely suspended since isolation orders have been in effect. Training activities were initially curtailed, but now have returned to normal with social distancing and reduced room occupancy requirements observed. As noted above, HFD entered this crisis with little PPE on-hand. We had less than one 100-count box of disposable gloves per apparatus, about 150 disposable coveralls, and less than 100 N-95 respirators for our staff of 121 firefighters and inspectors. We have since acquired 500 N-95 respirators, 150 pair of safety glasses, and about 25 boxes of gloves through a combination of donations and state channels. We have purchased 2000 N-95 respirators, 100 Tyvek coveralls, and 5000 surgical face masks as of 12 May 2020. We have enough respirators, masks, and coveralls to last about three more months, but our supply of disposable gloves is critically low. HFD is asking for reimbursement for PPE purchased

and immediate purchase of gloves, plus help with future needs. Protocols established by Hattiesburg officials and HFD administrators require constant usage of masks and respirators. Firefighters typically use one surgical mask over their 24-hour shift and reuse N-95 respirators for two shifts. Glove use is averaging two pair per shift. With current usage by 121 personnel, that translates to monthly burn rates of 450 N-95 respirators, 900 surgical masks, and 3500 gloves (35 boxes) . Tyvek coveralls are used much less frequently, but responses so far have indicated a burn rate of about 20 per month. HFD asks for help with a six-month supply of basic PPE to carry us to our next fiscal year. We anticipate a need for 210 boxes of gloves, 2000 surgical masks, 1000 N-95 respirators, and an additional 100 disposable coveralls to see us through.

Grant request summary

The table below summarizes the number of items and total cost within each activity you have requested funding for. This table will update as you change the items within your grant request details.

Grant request summary

Activity	Number of items	Total cost
Personal Protective Equipment (PPE)	7	\$18,921.10
Total	7	\$18,921.10

Budget summary

Budget summary

Object class categories	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$18,921.10
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Total direct charges	\$18,921.10
Indirect charges	\$0.00
TOTAL	\$18,921.10
Non-federal resources	
Applicant	\$1,720.10
State	\$0.00
Other sources	\$0.00
Remarks	
Total Federal and Non-federal resources	
Federal resources	\$17,201.00
Non-federal resources	\$1,720.10
TOTAL	\$18,921.10
Program income	\$0.00

Contact information

Did any individual or organization assist with the development, preparation, or review of the application to include drafting or writing the narrative and budget, whether that person, entity, or agent is compensated or not and whether the assistance took place prior to submitting the application?

No

Secondary point of contact

Please provide a secondary point of contact for this grant.

The Authorized Organization Representative (AOR) who submits the application will be identified as the primary point of contact for the grant. Please provide one secondary point of contact for this grant below. The secondary contact can be members of the fire department or organizations applying for the grant that will see the grant through completion, are familiar with the grant application, and have the authority to make decisions on and to act upon this grant application. The secondary point of contact can also be an individual who assisted with the development, preparation, or review of the application.

MR Barry Collins
Battalion Chief

bcollins@hattiesburgms.com

Primary phone

6016410371

Mobile

Additional phones

6015823311

Work

Fax

Assurance and certifications

OMB number: 4040-0007, Expiration date: 02/28/2022 [View burden statement](#)

SF-424B: Assurances - Non-Construction Programs

OMB Number: 4040-0007

Expiration Date: 02/28/2022

Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply

- to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
 9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
 12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
 18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
 19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the

period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Certifications regarding lobbying

OMB Number: 4040-0013

Expiration Date: 02/28/2022

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OMB number: 4040-0013, Expiration date: 02/28/2022 [View burden statement](#)

SF-LLL: Disclosure of Lobbying Activities

OMB Number: 4040-0013

Expiration Date: 02/28/2022

Complete only if the applicant is required to do so by 44 C.F.R. part 18. Generally disclosure is required when applying for a grant of more than \$100,000 and if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Further, the recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event described in 44 C.F.R. § 18.110(c) that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the applicant.

The applicant is not currently required to submit the SF-LLL.

Notice of funding opportunity

I certify that the applicant organization has consulted the appropriate Notice of Funding Opportunity and that all requested activities are programmatically allowable, technically feasible, and can be completed within the award's Period of Performance (POP).

Accuracy of application

I certify that I represent the organization applying for this grant and have reviewed and confirmed the accuracy of all application information submitted. Regardless of intent, the submission of information that is false or misleading may result in actions by FEMA that include, but are not limited to: the submitted application not being considered for award, enforcement actions taken against an existing award pending investigation or review, or referral to the DHS Office of Inspector General.

Authorized Organizational Representative for the grant

By signing this application, I certify that I understand that inputting my password below signifies that I am the identified Authorized Organization Representative for this grant. Further, I

understand that this electronic signature shall bind the organization as if the application were physically signed and filed.

Authorization to submit application on behalf of applicant organization

By signing this application, I certify that I am either an employee or official of the applicant organization and am authorized to submit this application on behalf of my organization; or, if I am not an employee or official of the applicant organization, I certify that the applicant organization is aware I am submitting this application on its behalf, that I have written authorization from the applicant organization to submit this application on their behalf, and that I have provided contact information for an employee or official of the applicant organization in addition to my contact information.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Sherrocko Stewart, Fire Chief

cc:

Date: Tuesday, June 2, 2020

Re: Ratification of the submitted grant application to the Federal Emergency Management Agency (FEMA) FY 2019 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program, to fund 12 additional firefighter positions for three years, at a total project cost of \$1,705,298.04 (\$1,051,600.46 federal share and \$653,697.58 local share).
File Number: 2020-347
Minute Book #

Summary

FY 2019 FEMA SAFER Grant Program

Recommendation Statement

I recommend ratification of the submitted grant application to the Federal Emergency Management Agency (FEMA) FY 2019 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program, to fund 12 additional firefighter positions for three years, at a total project cost of \$1,705,298.04 (\$1,051,600.46 federal share and \$653,697.58 local share).

Please place this on the June 2, 2020 City Council meeting for consideration.

System for Award Management (SAM.gov) profile

Please identify your organization to be associated with this application.

All organization information in this section will come from the System for Award Management (SAM) profile for that organization.

HATTIESBURG, CITY OF

Information current from SAM.gov as of:	05/03/2020
DUNS (includes DUNS+4):	079448130
Employer Identification Number (EIN):	646000432
Organization legal name:	HATTIESBURG, CITY OF
Organization (doing business as) name:	
Mailing address:	PO BOX 1898 HATTIESBURG, MS 39403-1898
Physical address:	200 FORREST ST HATTIESBURG, MS 39401-3451
Is your organization delinquent on any federal debt?	N
SAM.gov registration status:	Active as of 03/01/2020

We have reviewed our bank account information on our SAM.gov profile to ensure it is up to date

Applicant information

Please provide the following additional information about the applicant.

Applicant name	City of Hattiesburg, Hattiesburg Fire Department
----------------	---

Main address of location impacted by this grant

Main address 1	622 Corinne St
Main address 2	
City	Hattiesburg
State/territory	MS
Zip code	39401
Zip extension	3851
In what county/parish is your organization	Forrest

physically located? If you have more than one station, in what county/parish is your main station located?

Applicant characteristics

The SAFER (Staffing for Adequate Fire and Emergency Response) program intends to improve local fire departments' staffing and deployment capabilities so they may more effectively respond to emergencies. With the enhanced staffing, grantees should see a reduction in response times and an increase in the number of trained personnel assembled at the incident scene. Grant funds are available in two activities: Hiring Firefighters and Recruitment and Retention of Volunteer Firefighters. Please review the Notice of Funding Opportunity for information on available program areas and for more information on the evaluation process and conditions of award.

Please provide the following additional information about the applicant.

Applicant type **Fire Department/Fire District**

What kind of organization do you represent? **All Paid/Career**

Which activity are you applying for? **Hiring of Firefighters**

Operating budget

What was your department's operating budget (e.g., personnel, maintenance of apparatus, equipment, facilities, utility costs, purchasing expendable items, etc.) related to fire-related programs and emergency response for the current (at time of application) fiscal year, as well as the previous three fiscal years?

Current Fiscal Year (i.e., 2020) **2020**

Fiscal Year	Operating budget
2020	\$9,526,409.00
2019	\$8,917,310.00
2018	\$8,820,778.00

Fiscal Year	Operating budget
2017	\$8,420,899.00

What percentage of the declared operating budget is dedicated to personnel costs (salary, benefits, overtime costs, etc.)? **91**

Does your department have any rainy day reserves, emergency funds, or capital outlay? **No**

What percentage of the declared operating budget is derived from the following	2020
Taxes	98.48
Bond issues	0
EMS billing	0
Grants	0.52
Donations	0
Fund drives	0
Fee for service	1
Other	0

Describe your financial need to include descriptions of the following:

- Income vs. expense breakdown of the current annual budget
- Budget shortfalls and the inability to address financial needs without federal assistance
- Actions taken to obtain funding elsewhere (i.e. state assistance programs or other grant programs)
- How your critical functions are affected without this funding

For many years the Hattiesburg Fire Department (HFD) has remained short-staffed; almost always operating with around 80% of its authorized strength due to funding shortfalls and bureaucratic foot-dragging in hiring practices. In 2018 Hattiesburg citizens elected a progressive new mayor who, while struggling to balance the budget, committed to improving the city's fire rating from Class 4 to Class 3 (Mississippi uses its own insurance rating system that closely mirrors ISO). The most daunting challenges in achieving that goal were the need for a ninth fire station, which has been addressed, and the addition of manpower. In early 2018 HFD operated with only 99 of its 121 authorized operational personnel. Since then, staffing has steadily increased to the current 113. Staffing has been largely responsible for the increase in the HFD operating budget from \$8,420,899

in 2017 to \$9,526,409 in 2020. However, 16 additional firefighters are needed to meet NFPA 1710 assembly requirements and the stumbling blocks described below have stopped our progress. Since no state funding is available and we are aware of no other grant programs that address personnel costs, we are asking for help with 12 of those positions through the SAFER program. Known as "Hub City", the city of Hattiesburg is the primary retail shopping center for the south-central Mississippi region. As a result, its municipal economy is heavily dependent on sales tax revenues. Sales taxes account for about 55% of the city's total income. Although the economy was experiencing growth, the COVID-19 lockdown has devastated sales tax revenues. Our mayor's proactive and cautious approach to the pandemic has produced tighter and more persistent restrictions in Hattiesburg than in the rest of Mississippi. City administrators projected the loss of sales tax income for April 2020 to be over 30% and have begun force reduction measures that will eliminate around 10% of the municipal workforce. The fire department has fortunately not suffered any personnel cuts, but the Fire Chief has been told to prepare for budget cuts of up to 25%. In addition, Hattiesburg is still recovering from a catastrophic 2017 tornado that destroyed or heavily damaged over 500 homes and businesses, including several municipal facilities. One of the buildings lost was an aging fire station that was grossly under-insured. That company is still operating out of an old lawn mower maintenance building while the city struggles to appropriate the funds for a new station. As explained below, the poor spacing of existing fire stations in many commercial corridors coupled with three-person engine companies hinders HFDs ability to effectively respond to many emergencies in an acceptable time-frame. As proven by research and experience, inadequate manpower on fire scenes results in poor outcomes and increased risk for firefighters and citizens alike. We hope that four-person staffing enabled by the requested positions can be used as a springboard to full, city-wide compliance with NFPA 1710.

In cases of demonstrated economic hardship, and upon the request of the grant applicant, the FEMA Administrator may grant an Economic Hardship Waiver. Is it your organization's intent to apply for an Economic Hardship Waiver?

No

Other funding sources

This fiscal year, are you receiving Federal funding from any other grant program for the same purpose for which you are applying for this grant?

No

This fiscal year, are you receiving Federal funding from any other grant program regardless of purpose?

Yes

Please provide an explanation for other funding sources in the space provided below.

**State Homeland Security Grant Program:
The City of Hattiesburg was awarded \$10,000 on behalf of the MS Homeland Security Task Force III to purchase equipment for the Task Force.**

Applicant and community trends

Please provide the following additional information about the applicant.

Injuries and fatalities	2019	2018	2017
What is the total number of fire-related civilian fatalities in your jurisdiction over the last three calendar years?	0	0	0
What is the total number of fire-related civilian injuries in your jurisdiction over the last three calendar years?	0	0	0
What is the total number of line of duty member fatalities in your jurisdiction over the last three calendar years?	0	0	0
What is the total number of line of duty member injuries in your jurisdiction over the last three calendar years?	12	10	9

How many frontline vehicles does your organization have in each of the types or classes of vehicle listed below that respond to first alarm assignments in support of NFPA 1710/1720? You must include vehicles that are leased or on long-term loan as well as any vehicles that have been ordered or otherwise currently under contract for purchase or lease by your organization but not yet in your possession.

Filled riding positions

The number of filled riding positions must be equal or less than the number of frontline apparatus multiplied by the number of available riding positions.

Type or class of vehicles	Number of frontline apparatus	Number of reserve apparatus	Number of seated riding positions
Engines or pumpers (pumping capacity of 750 gallons per minute (GPM) or greater and water capacity of 300 gallons or more): pumper, pumper/tanker, rescue/pumper, foam pumper, CAFS pumper, type I, type II engine urban interface.	9	48	27
Ambulances for transport and/or emergency response.	0	0	0
Tankers or tenders (water capacity of 1,000 gallons or more).	0	0	0
Aerial apparatus: aerial ladder truck, telescoping, articulating, ladder towers, platform, tiller ladder truck, quint.	2	12	6
Brush/quick attack (pumping capacity of less than 750 GPM and water carrying capacity of at least 300 gallons): brush truck, patrol unit (pickup w/ skid unit), quick attack unit, mini-pumper, type III engine, type IV engine, type V engine, type VI engine, type VII engine.	0	0	0
Rescue vehicles: rescue squad, rescue (light, medium, heavy), technical rescue vehicle, hazardous materials unit.	0	0	0
Additional vehicles: EMS chase vehicle, air/light unit, rehab units, bomb unit, technical support (command, operational support/supply), hose tender, salvage truck, ARFF (aircraft rescue firefighting), command/mobile communications vehicle.	2	8	2

Is your department facing a new risk, expanding service to a new area, or experiencing an increased call volume?

No

Community description

Please provide the following additional information about the community your organization serves.

Type of jurisdiction served	City
What type of community does your organization serve?	Suburban
What is the square mileage of your first due response zone/jurisdiction served?	54
What percentage of your primary response area is protected by hydrants?	100

What percentage of your primary response area is for the following:	Percentage (must sum to 100%)
Agriculture, wildland, open space, or undeveloped properties	25
Commercial and industrial purposes	37
Residential purposes	38
Total	100

What is the permanent resident population of your first due response zone/jurisdiction served?	43809
--	--------------

Do you have a seasonal increase in population?	Yes
--	------------

What is your seasonal increase in population?	2442
---	-------------

Please describe your organization and/or community that you serve.	The City of Hattiesburg is known as the “Hub City” for its regionally central location between New Orleans, Louisiana; Mobile, Alabama; Jackson, Mississippi; and the Mississippi Gulf Coast. Hattiesburg’s transportation network includes one airport, three major railroads, one interstate highway (Interstate 59) and three U.S. highways
--	---

(U.S. Highway 49, U.S. Highway 98, and U.S. Highway 11). Hattiesburg is also considered south-central Mississippi's retail, medical, and educational destination. Hattiesburg is home to the University of Southern Mississippi, William Carey University, Pearl River Community College satellite campus, Forrest General Hospital, Wesley Medical Center, and the Camp Shelby Joint Forces Training Center. Over the last several years, the west side of Hattiesburg has exploded with new commercial growth. Hattiesburg accommodates an array of shopping options, including Turtle Creek Mall, boutiques, antique shops, and flea markets, as well as a variety of other retail shops to meet just about any need. Hattiesburg is a college town and a center for music and entertainment, as well as a great place to raise a family and a great place to retire. Hattiesburg has a resident population of 46,251, and a typical workday sees over 150,000 people within the city limits. Due to its convenient location and amenities, the city will also see a rapid, temporary influx of people when a hurricane is headed for the Gulf Coast, due to people evacuating their homes in areas where the risk is more imminent. Hattiesburg continues to be one of the fastest growing areas in South Mississippi. The Hattiesburg Fire Department (HFD), an all-career organization, is currently composed of 121 sworn personnel and six non-sworn personnel. HFD provides fire suppression and prevention, EMS first response, technical rescue, and HAZMAT services from eight stations distributed throughout its 54 square-mile primary response area. HFD also provides mutual aid to Camp Shelby Joint Forces Training Center, the nation's largest state-owned military training facility, as well as a regional airport, the neighboring city of Petal and its salt dome storage facilities with

capacity to store over 20 billion cubic feet of natural gas, and nine volunteer fire departments in two counties. Through mutual aid, the services of HFD potentially impact an additional 100,000 persons in the Hattiesburg Metropolitan Statistical Area. Even further, Hattiesburg Fire Department is the lead agency for Mississippi Task Force III, a regional disaster response team to which the department provides 16 structural collapse and special rescue technicians, who are deployable throughout our state and beyond.

Call volume

Summary

Summary of responses per year by category. Enter whole numbers only. If you have no calls for any of the categories, enter 0.

Summary of responses per year per category	2019	2018	2017
Fire - NFIRS Series 100	260	239	150
Overpressure Rupture, Explosion, Overheat (No Fire) - NFIRS Series 200	18	10	10
Rescue & Emergency Medical Service Incident - NFIRS Series 300	2600	2277	2277
Hazardous Condition (No Fire) - NFIRS Series 400	144	122	88
Service Call - NFIRS Series 500	251	180	209
Good Intent Call - NFIRS Series 600	282	227	197
False Alarm & Falls Call - NFIRS Series 700	253	250	205
Severe Weather & Natural Disaster - NFIRS Series 800	3	10	1
Special Incident Type - NFIRS Series 900	7	6	4
Total	3818	3321	3141

Fire

How many responses per year by category? Enter whole numbers only. If you have no calls for any of the categories, enter 0.

How many responses per year per category?	2019	2018	2017
"Structure Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 111-120)	93	82	58
"Vehicle Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 130-138)	49	69	34
"Vegetation Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 140-143)	60	42	22
Total	202	193	114

What is the total acreage of all vegetation fires? Enter whole numbers only. If you have no vegetation fires, enter 0.

Total acreage per year	2019	2018	2017
Total acreage of all vegetation fires	36	18	18

Rescue and emergency medical service incidents

How many responses per year per category?	2019	2018	2017
"Motor Vehicle Accidents" (Of the NFIRS Series 300 calls, NFIRS Codes 322-324)	342	312	260
"Extrications from Vehicles" (Of the NFIRS Series 300 calls, NFIRS Code 352)	18	12	7
"Rescues" (Of the NFIRS Series 300 calls, NFIRS Code 300, 351, 353-381)	14	17	43
EMS-BLS Response Calls	2226	1936	1967
EMS-ALS Response Calls	0	0	0
EMS-BLS Scheduled Transports	0	0	0
EMS-ALS Scheduled Transports	0	0	0
Community Paramedic Response Calls	0	0	0
Total	2600	2277	2277

Mutual and automatic aid

How many responses per year by category? Enter whole numbers only. If you have no calls for any of the categories, enter 0.

How many responses per year per category?	2019	2018	2017
Amount of times the organization received Mutual Aid	1	1	1
Amount of times the organization received Automatic Aid	0	0	0
Amount of times the organization provided Mutual Aid	2	2	3
Amount of times the organization provided Automatic Aid	0	0	0
Of the Mutual and Automatic Aid responses, amount that were structure fires	1	1	0
Total	4	4	4

Grant request details

Instructions

You can add the positions you are requesting by using the add buttons below. Include all positions in a single item. Please answer all the questions for the overall Hiring activity as well as the required information for the requested positions.

Grand total: \$1,705,298.04

Program area: Hiring of firefighters

Total requested for Hiring of Firefighters activity: \$1,705,298.04

Firefighter Position

How many full-time firefighter positions are you requesting? "Full-time" is considered 2,080 hours or more worked per year and entitles the employee to receive benefits earned by the other full-time employees in the organization. "Part-time" positions are less than 2,080 hours per year. Often part-time employees do not earn benefits or do not earn them at the same rate or level as full-time employees.

NUMBER OF FIREFIGHTERS

12

What are the current usual annual costs of a first-year (i.e entry-level) firefighter in your department? "Usual annual costs" include the base salary (exclusive of non-FLSA overtime) and the standard benefits package (including the average health cost, dental, vision, FICA, life insurance, retirement/pension, etc.) offered by the fire departments to first-year (i.e., entry-level) firefighters. To get the "average" health care costs, average the annual cost among various health insurance plans offered (i.e., self only, family, etc). Do not use figures that assume all employees will select self or family coverage.

ANNUAL SALARY

\$33,886.07

ANNUAL BENEFITS

\$13,483.32

TOTAL PER FIREFIGHTER

\$47,369.39

What benefits are included in the standard benefits package your department provides to first-year firefighters? You must provide details on the dollar amounts or percentages for each benefit being provided (health costs (family, employee only, employee plus one), dental, vision, FICA, life insurance, retirement/pension, etc.). Note: Failure to provide this information may results in reductions to the requested amounts.

BENEFITS FUNDED

Social Security (6.2%) - \$2,100.94 Medicare (1.45%) - \$491.35 Health Insurance - \$4,596 Life Insurance - \$60 Retirement (17.4%) - \$5,896.18 Worker's Comp (0.5%) - \$169.43 Unemployment Insurance (0.5%) - \$169.43

Request total

YEARLY TOTAL

\$568,432.68

3 YEAR TOTAL

\$1,705,298.04

More Details for Hiring of Firefighters.

Staffing levels

SAFER intends to improve local fire departments' staffing and deployment capabilities so they may more effectively respond to emergencies. With the enhanced staffing, a SAFER grant recipient's response time will be reduced sufficiently and an appropriate number of trained personnel will be assembled at the incident scene.

The following questions are designed to help us understand the staffing changes that have occurred in your department over the past several years and how the grant will assist in improving your staffing levels. The information provided must be a true and accurate depiction of your department on the timelines listed below.

For more information regarding these standards please see the Notice of Funding Opportunity or go to www.nfpa.org/freeaccess

Select the item that best describes the NFA standard your department is attempting to meet: **1710 - with aerial**

What is the department's current (at the start of the application period) budgeted [operational](#) staffing level? Include all budgeted positions, even if they are not currently filled.

Current budgeted operational staffing level **113**

How many budgeted, but vacant operational positions does your department have at the start of the application period? **4**

Please enter information about your organization's staffing levels in the table below.

Staffing levels	Total number of operational career personnel	Number of operational officers	Number of NFPA support
Staffing levels at the start of the application period	113	11	0

Staffing levels	Total number of operational career personnel	Number of operational officers	Number of NFPA support
Staffing levels at one year prior to the start of the application period	107	12	0
Staffing levels at two years prior to the start of the application period	99	12	0
If awarded this grant, what will the staffing levels be in your department? These numbers should reflect the staffing levels at the start of the application period plus the number of positions being requested in the application.	125	12	0

Please provide details on the department's existing staffing model to include the number of shifts, number of positions per shift, chief level officer staffing per shift (i.e., Battalion Chief, District Chief, etc.), and contracted shift hours per week/pay period. If the contracted shift hours included FLSA overtime or Kelly Days, please be sure to include details.

Hattiesburg Fire Department operates three 24-hour shifts. Two shifts are currently staffed with 38 personnel; one shift has 37. At full currently-authorized strength, operational staffing would be 39 per shift, for a total of 117 operational personnel. These numbers include two battalion chiefs, each supervising a geographic district. Other than the two exempt battalion chief positions, all operational personnel have an average of nine hours of FLSA

overtime built into their shift schedules. Because of our 14-day pay cycle, this results in two consecutive pay cycles with 120 hours each (14 hours overtime), followed by a third cycle with 96 hours.

Does your department utilize part-time paid firefighters?

Yes

Please provide details on how the part-time firefighters are used within your department to include the number of part-time firefighters, the number of full-time, NFPA compliant positions these part-time firefighters occupy, if applicable, and how they are scheduled to meet your staffing needs.

HFD employs three part-time firefighters that are occasionally utilized to meet minimum staffing levels when more than the typical number of full-time personnel are absent due to sickness or outside training activities.

Does your department utilize reserve/relief paid firefighters? **No**

Please provide details on how the reserve/relief firefighters are used within your department to include the number of reserve/relief firefighters, the number of full-time, NFPA compliant positions these part-time firefighters occupy, if applicable, and how they are scheduled to meet your staffing needs.

Hiring of firefighters

Please provide the following additional information regarding your fire department.

Based on current staffing levels:

If your department utilizes overtime to fill positions to ensure you are meeting applicable NFPA staffing and deployment standards, you should remove the number of positions filled by overtime from your calculations.

How often does your department meet the NFPA assembly requirements as indicated in the table above for the department's first due response zone/jurisdiction served? **Half of the time (40 to 59%)**

What is the average actual staffing level on your first arriving engine company or vehicle capable of initiating suppression activities on the number of structure fires indicated in the department call volume section of your application? **3**

Do you provide NFPA 1582 annual medical/physical exams?

No, but we provide other types of physicals

If awarded the number of positions requested in this application:

How often do you anticipate that your department will meet the NFPA assembly requirements as indicated in the table above?

Most of the time (80 to 99%)

What will be the average actual staffing level on your first arriving engine company or vehicle capable of initiating suppression activities on the number of structure fires indicated in the department call volume section of your application?

3.4

Will you provide the new hires with NFPA 1582 entry-level physicals?

Yes

Will the personnel hired meet the minimum EMS training and certification as required by your Authority Having Jurisdiction (AHJ)?

Yes

Is it your department's intent to sustain the awarded positions after the completion of the period of performance?

Yes

Please provide a brief description on how the positions will be sustained.

The positions will be sustained by increased tax revenues derived from a pending annexation of extensive commercial property and the long-term rebound of a retail economy that was experiencing steady growth prior to the COVID-19 pandemic.

Describe the department's step-by-step hiring process (application period, written test, physical, approval) and the timeline for each step.

**Step 1 - Application period (60 days)
Step 2 - Physical ability test (department)
Step 3 - Civil service exam (written test)
Step 4 - Interview board
Step 6 - Background investigation
Step 7 - Medical exam
Step 8 - CPAT (state physical ability test)
After the application period, each step typically takes about one week. The entire process spans 90-100 days. A ranked eligibility list of successful candidates is created and maintained for 12 months or until depleted. HFD**

currently has an active list with 19 candidates who lack only the medical exam and CPAT to begin a recruit academy.

How many recruits can be trained in one academy class?

15

How long after award will the department be able to start a recruit class?

1-2 months

How often are your recruit classes held?

1-2 times per year

Does the department need governing body approval to accept the award and hire the positions?

Yes

Provide details on the timeline needed to accept the grant award.

The award must be accepted by the city council, which meets semi-monthly. The request must be placed on the council agenda with a lead-time of one week. Therefore, the grant could be approved within 1-3 weeks of the award date.

Is your request for hiring firefighters based on a risk analysis, staffing needs analysis, or an Insurance Services Office (ISO) rating?

Yes

Describe how the analysis was conducted and the outcome of the analysis or ISO rating.

The Mississippi Insurance Rating Bureau assesses fire departments in our state every four years (or upon request) using a rigorous inspection of equipment, apparatus, and facilities, as well as a review of records and processes. In our last inspection in 2018, Hattiesburg was awarded a Class 4 rating. The rating bureau identified several improvements necessary to achieve a Class Three rating, which HFD has been working toward since that time.

Does your department currently have a policy in place to recruit and hire veterans?

No

Narrative statements

The narrative statements must provide all the information necessary for you to justify your needs and for FEMA to make an award decision. A panel of peer reviewers will perform the second phase of the applications' evaluations by using the narrative statements below to determine the worthiness of the request for an award.

Please ensure that your narrative clearly addresses each of the following evaluation criteria elements to the best of your ability with detailed but concise information. Provide only the information being requested for each element; if you provided information pertaining to the narrative elements elsewhere in the application you must still include it below. Failure to provide the information being requested may result in a lower score or the application not being funded.

Project description

Why does the department need the positions requested in this application?

The city of Hattiesburg is bounded on its east side by a river and the city of Petal, MS. Over the past 30 years the retail sector that comprises the bulk of its tax base has grown up on the west side of town, prompting westward expansion of the municipality through a series of annexations. As city services lagged behind the often rapid growth, the spacing between newer fire stations has been stretched beyond acceptable limits. Close station spacing on the east side of the city allows the Hattiesburg Fire Department to meet NFPA 1710 assembly standards in that area with three-person apparatus staffing. On the sparsely-covered west side with its many hotels, strip malls, big box stores, large apartment complexes, hospitals, medical clinics, and university facilities, we cannot meet even residential requirements.

How will the positions requested in this application be used within the department? (e.g., 4th on engine, open a new station, eliminate browned out stations, reduce overtime)?

The 12 requested positions will be used to support mandatory four-person staffing for four engine companies in the western district of the city of Hattiesburg. The additional manpower will not only bring HFD into compliance with NFPA 1710 minimum (four-person) staffing standards in half its response area, it will allow us to

What specific benefits will the requested positions provide to the department and community?

Describe how funds awarded through this grant would enhance the department's ability to protect critical infrastructure within the primary response area.

meet assembly requirements in over 90% of the city.

Positions funded by this grant will provide manpower to stations that are widely spaced and allow those companies four-person minimum staffing to ensure that NFPA assembly requirements are met. In our city's newer and most heavily-built environments, excessive travel distances to many fire stations mean that NFPA assembly requirements cannot be met with three-person fire companies.

In our city's newer and most heavily-built environments, which include a four-year state university, two hospitals, a large movie theater complex, an enclosed shopping mall, and numerous strip malls, big-box stores, automotive dealerships, and other businesses, first-due company response times meet the standards. Second-due and often third-due units usually arrive within the prescribed eight-minute window. However, with three-person staffing, five companies are required to meet the 15-member NFPA 1710 assembly requirement for even low-hazard occupancies. In the most recently-developed areas the situation is worse. In one commercial corridor, third and fourth-due travel distances are 7.5 and 10.5 miles, much of those routes through heavily-congested streets. Turtle Creek Mall, an 850,000 square foot enclosed shopping center surrounded by strip malls and three-story apartment developments and neighbored by the Merit Health Wesley Hospital complex, is over eight city miles from its fifth-due company and five miles from its fourth-due. This means that with current staffing, only six to nine personnel will be at an emergency scene involving a significant portion

of Hattiesburg's critical infrastructure for the first 15-20 minutes of the response. The pending annexation will only worsen the situation. A SAFER award will allow HFD to upgrade the minimum staffing of the west-side companies by four firefighters per shift. These personnel be will staffed with companies that will arrive on-scene to 90% of the incidents in question within the eight-minute target time frame. It will also enhance the total first-alarm commercial response to 20 personnel, facilitating much more effective operations at developing incidents.

Impact on daily operations

Explain how the community and the current firefighters employed by the department are at risk without the positions requested in this application.

The benefits of adequate operational staffing are well-known in the fire service. Besides the research-based NFPA 1710 consensus standard that recommends four-person apparatus staffing and adequate numbers of personnel on fire incident scenes, studies conducted by the Seattle Fire Department found a 35% reduction in the severity of injuries when operating with four-person engine companies rather than three-person companies. Research by the Dallas Fire Department reached a similar conclusion. This is especially important with the excessive distances between stations as discussed earlier. A second way that four firefighters on the first-due apparatus enhances firefighter safety is by allowing establishment of an effective incident command system in the earliest stages of an operation. With three-person staffing, initial company officers almost always engage in hands-on tasks. With their attention divided, they can only give lip-service to command tasks or pass command to the next incoming officer.

Neither of those options are especially conducive to firefighter safety. With a fourth person on the rig, company officers are free to focus on situational awareness and decision-making processes without slowing the pace of the response effort. Four-person staffing also allows a timely fire attack to be made while adhering to the OSHA two-in / two-out rule.

Mississippi is not an OSHA state and is not required to follow that rule, but it is clearly important for safety and the more progressive fire departments in our state have implemented it over the past few years. Increased staffing also enhances safety for citizens and reduces property loss. NIST studies in 2010 determined that the time needed to complete 22 essential fireground tasks is reduced by 25% when operating with four-person companies. Since the exponential nature of fire spread makes time such a critical factor in our business, efficient completion of essential tasks translates to limited damage to fire buildings, reduced risk to exposures, and ultimately, to lives saved.

How will that risk be reduced if awarded?

Enhancing staffing on an incident scene is a proven means of reducing firefighter injuries and property loss (see previous section). Adequate manpower to complete essential fireground tasks reduces physical and psychological stress in all responders, resulting in better decision-making and fewer mistakes. Those tasks can be completed earlier in the operation, allowing the incident to be controlled with the minimum damage possible. Firefighting efforts can continue without interruption while civilian injuries are treated. RIT/RIC teams can be set up in a more timely manner. Finally, the well-accepted safety benefits of a NIMS structure can be realized and critical

decisions made when they have the most impact on the positive outcomes of incidents.

Cost benefit

Describe the benefits (i.e. quantifying the anticipated savings and/or efficiencies) the department and community will realize if awarded the positions requested in this application.

Additional manpower will allow HFD to accommodate vacation and comp day requests, respond to sick calls, and send personnel to outside training classes without reducing daily staffing below acceptable limits. Additional hires over the past couple years have improved the situation, even as city administrators applied increasing pressure on the fire department to eliminate excessive overtime expenditures. In 2017 HFD spent over \$500,000 on non-FLSA overtime. In 2019 that number had been reduced to \$252,000. As budgets have tightened, pressure has intensified to cut even more. The 12 requested positions will help the department meet those demands without sacrificing public safety. Furthermore, when the retail economy recovers and financial stability returns, the mandatory four-person staffing at half our stations may create a "new normal" and serve as a base from which to push for the same staffing city-wide. The impact of firefighter injuries on the city budget is apparent in several areas. Workman's compensation payouts in 2019 were only about \$20,000, but one serious injury could double or triple that figure. The city of Hattiesburg operates its own employee medical clinic with a contracted healthcare staff. The city clinic treats more minor injuries but does not distinguish between fire ground injuries and other job-related injuries. Finally, the impact of lost-time injuries on the HFD overtime budget is significant; even more so due to our narrow margin of

available personnel beyond mandatory staffing levels. The four SAFER-funded positions per shift would greatly help with maintaining minimum staffing when unforeseen situations arise. It is impossible to quantify the impact of a reduction in insurance fire rating on the city's ability to attract new business and industry. With two universities, two regional hospital complexes, both a municipal and a regional airport, and its location convenient to highway and rail transportation, Hattiesburg is already competitive with other south Mississippi municipalities. Unfortunately, it lags behind some of them in fire protection. The Class 3 rating that can be achieved with SAFER-funded personnel will help to bridge that gap and bring in more business and the accompanying tax revenue.

Additional information

If you have any additional information you would like to include about the department and/or this application in general, please provide below.

Grant request summary

Is your proposed project limited to one or more of the [following activities](#) : Planning and development of policies or processes. Management, administrative, or personnel actions. Classroom-based training. Acquisition of mobile and portable equipment (not involving installation) on or in a building.
Yes

Budget summary

Budget summary

Object class categories	Year 1	Year 2	Year 3	Total

Object class categories	Year 1	Year 2	Year 3	Total
Personnel	\$406,632.84	\$406,632.84	\$406,632.84	\$1,219,898.52
Fringe benefits	\$161,799.84	\$161,799.84	\$161,799.84	\$485,399.52
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Total direct charges	\$568,432.68	\$568,432.68	\$568,432.68	\$1,705,298.04
Indirect charges	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$568,432.68	\$568,432.68	\$568,432.68	\$1,705,298.04
Non-federal resources				
Applicant				\$653,697.58
State				\$0.00
Other sources				\$0.00
Remarks				
Total Federal and Non-federal resources				
Federal resources	\$426,324.51	\$426,324.51	\$198,951.44	\$1,051,600.46
Non-federal resources	\$142,108.17	\$142,108.17	\$369,481.24	\$653,697.58
TOTAL	\$568,432.68	\$568,432.68	\$568,432.68	\$1,705,298.04
Program income				\$0.00

Contact information

Did any individual or organization assist with the development, preparation, or review of the application to include drafting or writing the narrative and budget, whether that person,

entity, or agent is compensated or not and whether the assistance took place prior to submitting the application?

No

Secondary point of contact

Please provide a secondary point of contact for this grant.

The Authorized Organization Representative (AOR) who submits the application will be identified as the primary point of contact for the grant. Please provide one secondary point of contact for this grant below. The secondary contact can be members of the fire department or organizations applying for the grant that will see the grant through completion, are familiar with the grant application, and have the authority to make decisions on and to act upon this grant application. The secondary point of contact can also be an individual who assisted with the development, preparation, or review of the application.

MRS JenniferShows
Grant Coordinator

jshows@hattiesburgms.com

Primary phone

6015454544

Work

Additional phones

6015454675

Work

Fax

Assurance and certifications

OMB number: 4040-0007, Expiration date: 02/28/2022 [View burden statement](#)

SF-424B: Assurances - Non-Construction Programs

OMB Number: 4040-0007

Expiration Date: 02/28/2022

Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may

require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Certifications regarding lobbying

OMB Number: 4040-0013

Expiration Date: 02/28/2022

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OMB number: 4040-0013, Expiration date: 02/28/2022 [View burden statement](#)

SF-LLL: Disclosure of Lobbying Activities

OMB Number: 4040-0013

Expiration Date: 02/28/2022

Complete only if the applicant is required to do so by 44 C.F.R. part 18. Generally disclosure is required when applying for a grant of more than \$100,000 and if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Further, the recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event described in 44 C.F.R. § 18.110(c) that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the applicant.

The applicant is not currently required to submit the SF-LLL.

Notice of funding opportunity

I certify that the applicant organization has consulted the appropriate Notice of Funding Opportunity and that all requested activities are programmatically allowable, technically feasible, and can be completed within the award's Period of Performance (POP).

Accuracy of application

I certify that I represent the organization applying for this grant and have reviewed and confirmed the accuracy of all application information submitted. Regardless of intent, the submission of information that is false or misleading may result in actions by FEMA that include, but are not limited to: the submitted application not being considered for award, enforcement actions taken against an existing award pending investigation or review, or referral to the DHS Office of Inspector General.

Authorized Organizational Representative for the grant

By signing this application, I certify that I understand that inputting my password below signifies that I am the identified Authorized Organization Representative for this grant. Further, I understand that this electronic signature shall bind the organization as if the application were physically signed and filed.

Authorization to submit application on behalf of applicant organization

By signing this application, I certify that I am either an employee or official of the applicant organization and am authorized to submit this application on behalf of my organization; or, if I am not an employee or official of the applicant organization, I certify that the applicant organization is aware I am submitting this application on its behalf, that I have written authorization from the applicant organization to submit this application on their behalf, and that I have provided contact information for an employee or official of the applicant organization in addition to my contact information.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, June 2, 2020

Re: Ratification of a submitted grant application to the Mississippi Department of Wildlife, Fisheries, and Parks (MDWFP) Land and Water Conservation Fund Program, to help fund property acquisition and development of Midtown Green Park, for a total project cost of \$1,010,000 (\$495,000 federal share and \$515,000 local share).
File Number: 2020-348
Minute Book #

Summary

MDWFP 2020 Land & Water Conservation Fund Program

Recommendation Statement

I recommend ratification of a submitted grant application to the Mississippi Department of Wildlife, Fisheries, and Parks (MDWFP) Land and Water Conservation Fund Program, to help fund property acquisition and development of Midtown Green Park, for a total project cost of \$1,010,000 (\$495,000 federal share and \$515,000 local share).

Please place this on the June 2, 2020 City Council meeting for consideration.



2020 Land & Water Conservation Fund Application

Applicant Information

Local or State Project Sponsoring Agency Name: City of Hattiesburg

Contact Name: Sid Gonsoulin

Title: Project Manager

Mailing Address: P.O. Box 1898

Phone: 601-554-1001 Email address: sgonsoulin@hattiesburgms.com

Applicant's Federal Employer ID# (FEI): 64-6000432

Contact Person to receive notification of application status if different from contact:

Contact Name: Jennifer Shows

Title: Grant Coordinator

Mailing Address: P.O. Box 1898

Phone: 601-545-4544 Email address: jshows@hattiesburgms.com

Name of LWCF Proposal: City of Hattiesburg - Midtown Green

Amount of LWCF Funding Request: \$495,000

Minimum \$25,000.00

Maximum \$500,000.00

List all prior LWCF Project Funds received:

LWCF Project #	Park Name	Physical Address	Latitude / Longitude
28-00552	Vernon Dahmer Park	1000 Country Club Rd., Hattiesburg, MS 39401	31.3069° N, 89.3052° W
Project #.	Park Name.	Address	Lat/Long
Project #.	Park Name.	Address	Lat/Long
Project #.	Park Name.	Address	Lat/Long
Project #.	Park Name.	Address	Lat/Long
Project #.	Park Name.	Address	Lat/Long
Project #.	Park Name.	Address	Lat/Long
Project #.	Park Name.	Address	Lat/Long
Project #.	Park Name.	Address	Lat/Long

Proposed Project Site Location Information

1. Provide GPS coordinate information for the entrance to the park:

Latitude: 31.320496

Longitude: -89.338262

2. What is the zip code for the location of the project?

39401

3. County: Forrest

Total Acreage of Site: 4.21

Township Range Section: 04N - 13W - 07

Physical Address of Site: 309 Crestmont Ave., Hattiesburg, MS 39401

Is this site already protected under the Section 6(f)3 of the LWCF Program:

☐ Yes ☒ No

4. Provide driving directions to the location of the park using 1505 Eastover Drive, Jackson, MS 39211-6374 as the starting point.

1. Head west on Eastover Dr. toward Northeast Dr. (0.6 mi)
2. Use any lane to turn left onto Interstate 55 North Frontage Rd. (0.8 mi)
3. Use the 2nd from the left lane to turn left onto Lakeland Dr. (299 ft)
4. Turn right to merge onto I-55 S. (3.7 mi)
5. Use the right 2 lanes to take exit 94 to merge onto US 49 S toward Hattiesburg. (3.1 mi)
6. Slight right toward U.S. 49 Frontage Rd. (315 ft)
7. Slight left onto U.S. 49 Frontage Rd. (0.3 mi)
8. Slight left toward US 49 S (253 ft)
9. Continue straight onto US 49 S (83 mi)
10. Turn right onto Hardy St. (0.2 mi)
11. Turn left onto S 29th Ave. (0.3 mi)
12. Turn right onto W Arlington Loop. (0.3 mi)
13. Turn left onto Crestmont Ave. Destination will be on the right. (344 ft)

Legislative Information

U. S. Congressional District:	4	Legislator Name:	Steven Palazzo
U. S. Congressional District:	#	Legislator Name:	Click here to enter text.
Mississippi Senate District:	45	Legislator Name:	Chris Johnson
Mississippi House District:	102	Legislator Name:	Missy McGee

Type of LWCF Proposal

1. Select Project Type:

(ONLY DEVELOPMENT OR COMBINATION PROJECT ACCEPTED FOR FY2020 CYCLE)

☐ Acquisition — Go to A.

☐ Development — Go to B.

☒ Combination (Acquisition and Development) — Go to C.

Acquisition Application

~~A. For an Acquisition Project~~

- ~~1. Provide a brief narrative about the proposal that provides the reasons for the acquisition, the number of acres to be acquired with LWCF assistance, and a description of the property. Describe and quantify the types of existing resources and features on the site (for example, 50 acres wetland, 2,000 feet beachfront, 200 acres forest, scenic views, 100 acres riparian, vacant lot, special habitat, any unique or special features, recreation amenities, historic/cultural resources, hazardous materials/contamination history, restrictions, institutional controls, easements, rights-of-way, above ground/underground utilities, including wires, towers, etc.). [Click here to enter text.](#)~~
- ~~2. How and when will the site be made open and accessible for public outdoor recreation use (signage, entries, parking, site improvements, allowable activities, etc.)? [Click here to enter text.](#)~~
- ~~3. Describe development plans for the proposal for the site(s) for public outdoor recreation use within the next three (3) years. [Click here to enter text.](#)~~

Address each item in "D" Below

Development Application

B. For a Development Project

1. Describe the physical improvements and/or facilities that will be developed with federal LWCF assistance: Include a site sketch depicting improvements, where and how the public will access the site, parking, etc. Indicate entrances.
[Click here to enter text.](#)
2. Indicate to what extent the project involves new development, rehabilitation, and/or replacement of existing facilities:
[Click here to enter text.](#)
3. How long will project construction take once grant is awarded?
[Click here to enter text.](#)

Combination Project Application (Acquisition and Development)

C. For a Combination Project

1. For the Acquisition part of the proposal:
 - a. Provide a brief narrative about the proposal that provides the reasons for the acquisition, number of acres to be acquired with LWCF assistance, and describes the property. Describe and quantify the types of existing resources and features on the site (for example, 50 acres wetland, 2,000 feet beachfront, 200 acres forest, scenic views, 100 acres riparian, vacant lot, special habitat, any unique or special features, recreation amenities, historic/cultural resources, hazardous materials/contamination history, restrictions, institutional controls, easements, rights-of-way, above ground/underground utilities, including wires, towers, etc.)

A single family home with 3,267 square feet of living area is situated on the property, and will be demolished. The property is 4.21 acres and a combination of wooded area and open lawn. This property is located within the Midtown District, and there are currently no parks within the boundaries of the Midtown District--much to the dismay of residents. By purchasing the property at 309 Crestmont Avenue and constructing a park, the City of Hattiesburg aims to meet the demand for recreational opportunities in this area.

- b. How and when will the site be made open and accessible for public outdoor recreation use (signage, entries, parking, site improvements, allowable activities, etc.)?
If the LWCF grant is awarded, it is expected that the park will be completed and open to the public by March 2023.

- c. Describe development plans for the proposed for the site(s) for public outdoor recreation use within the next three (3) years.
No development will occur on the property until after the award date. Upon successful award of the grant, it is anticipated that Design Development will be initiated immediately, advancing to Contract Bid Documents, and then the bid process will begin. Awarding of bids should occur within 6 months, with anticipated construction to begin within two weeks of the award date. Throughout the design stage, purchasing of the park equipment will occur, providing ample lead times for delivery. It is anticipated that park construction and equipment installation will occur over the next 14-15 months. It is expected that turn-key operation will be prior to March 2023 (see attached Project Timeline).

- d. Has a "Yellow Book" appraisal been performed in accordance with The Uniform Appraisal Standards of Federal Land Acquisitions (UASFLA)?

☒ Yes ☐ No

- d. Does applicant understand that the appraisal is required to be reviewed by the State Review Appraiser. The ORG office will submit the appraisal for review by the State Review Appraiser and the applicant will be responsible for the cost of the review.

☒ Yes ☐ No

2. For the Development part of the proposal:

- a. Describe the physical improvements and/or facilities that will be developed with federal LWCF assistance, including a site sketch depicting improvements, where and how the public will access the site, parking, etc. Indicate entrances on 6(f) map. Indicate to what extent the project involves new development, rehabilitation, and/or replacement of existing facilities.

The existing structure on the property will be removed, and the project will consist of all new development. The property is 4.21 acres, and the primary entrance will be on Crestmont Avenue. An additional entrance for maintenance and pedestrian access will occur from Arlington Loop. Park features will include a walking trail, exercise stations, access road, fencing, pavilion, restrooms, concessions, drinking fountains, children play areas, picnic areas, maintenance shop, inclusive/accessible playground, site furniture, lighting, landscaping, off-street bicycle rack slots, and 20 parking slots. Arrangements are being made for public use of the nearby church's parking lot as a spillover lot for visitors.

- b. When will the project be completed and open for public outdoor recreation use?

The park is expected to be completed and open to the public by March 2023.

Address each item in "D" Below

Additional Items to Address

D. Additional Items to Address

1. Will this proposal create a **new** public park/recreation area **where none previously existed** and is not an addition to an existing public park/recreation area?

☒ Yes (go to #3) ☐ No (go to #2)

2. a. What is the name of the pre-existing public area that this new site will be added to?

[Click here to enter text.](#)

- b. Is the pre-existing public park/recreation area already protected under Section 6(f)?

☐ Yes ☐ No

If yes - indicate the number of acres that are presently placed in perpetuity for public outdoor recreation as required by section 6(f) of the Land and Water Conservation Act.

[Click here to enter text.](#)

3. What will be the name of this new public park/recreation area?

Midtown Green

4. a. Who will hold title to the property assisted by LWCF? **City of Hattiesburg**
Who will manage and operate the site(s)? **City of Hattiesburg**

- b. What is the applicant's type of ownership and control of the property?

☒ Fee simple ownership

☐ Less than fee simple Explain: [Click here to enter text.](#)

5. a. Describe the nature of any rights-of-way, easements, reversionary interests, etc. which will be in the Section 6(f) park area. Indicate the location(s) on 6(f) map.

All right-of-ways and easements are depicted within maps supplied. City right-of-way is along Crestmont Avenue, on the east side of the property. There is an easement to the northwest of the property and a drainage easement south of the property. There is no intent for this new park (Midtown Green) to be used for any other purpose than for an Outdoor Recreation Park and will be under and remain under the leadership and management of the City of Hattiesburg.

- b. Does the applicant understand that a Section 6(f) conversion may occur if private or non-recreation activities occur on any pre-existing right-of-way, easement, leased area if they are included in the 6(f) area?

☒ Yes ☐ No

6. Are overhead utility lines present, ☐ Yes ☒ No and if yes, explain how they will be treated per LWCF Manual. Note: No overhead wiring allowed within LWCF Boundary – all wiring to be underground.

Only overhead power lines are located within the City Easement along the primary street. All electrical support within the Park area will be underground.

7. As a result of this project, describe new types of outdoor recreation opportunities and capacities, and short and long term public benefits.

Midtown Green will provide a public outdoor recreational area in the Midtown District of Hattiesburg, where no park facility currently exists. The 4.21-acre partially wooded property will

be transformed to include a scenic walking trail meandering throughout the park, picnic areas, a pavilion, a small stage with lawn seating, an inclusive playground, and a lawn play area for children. This new venue will provide health and wellness benefits for the community, by giving residents a welcoming, aesthetically pleasing outdoor space for walking, running, and exercise. Children will have open lawn space to engage in physical activity. An inclusive playground will be the first of its kind in Hattiesburg, providing elements to engage those with disabilities in activities to develop physical, cognitive, social, and sensory skills. The park will give neighborhood residents a convenient, nearby location to engage in outdoor physical activity to draw them away from indoor activities which tend to be more sedentary. In addition, the park will provide a place for neighbors to gather, socialize, and enjoy community events together. The park's stage will provide a place for performance events, and residents will be able to enjoy entertainment from local musicians. Midtown Green is a highly-desired community amenity which will bring joy to residents and a positive energy to a community that has been longing for more recreational resources in surrounding neighborhoods.

8. Explain any existing non-recreation and non-public uses that will continue on the site(s) and /or proposed for the future within the 6(f) boundary.
No non-recreation or non-public uses will occur on the site after it is converted to public park.

9. Describe the planning process that went into the development of this proposal. You must address:
- a) How was the interested and affected public notified and provided an opportunity to be involved in the planning for the proposal?
Mayor Barker and many of the administrative staff and directors have met with residents in the University Heights Neighborhood Association on multiple occasions throughout the last three years, in which the need for a neighborhood park was discussed. Resident input was taken into consideration in the development of the concept for Midtown Green. Minutes from a 9/28/2017 meeting at University Heights Baptist Church are attached, where it is indicated in the "Opportunity" section that the need for a park was expressed. Additional discussions were held with city leaders at meetings on 10/19/2017, 2/28/2019, and 2/27/2020. The issue and question of the Midtown park was also brought up and asked about in each of these meetings. As a result of feedback from the town hall sessions and additional meetings with Midtown citizens, a park in Midtown became a selling point to the public and was included in the 1 cent Park and Recreation sales tax referendum. The referendum passed in April, 2019 by 81 % of the vote. Should the City not receive the LWCF grant, it will still be the intent to develop a park within the Midtown area of Hattiesburg due to the implicit need identified by citizens across the entire Midtown area. Unfortunately, it may take years for this dream to be realized.
 - b) Who was involved and how were they able to review the proposal, including any state, local, federal agency professionals, subject matter experts, members of the public and local Indian Tribes.
Both virtual interactive sessions and in-person town hall sessions (with appropriate safety measures) will be held June 15, 2020 through August 15, 2020 with residents, with the intent to communicate elements of the Master Plan, receive feedback, and supply responses.
 - c) Describe any public meetings held and/or formal public comment periods including dates and lengths of time provided for public input into the planning process and/or comments on the completed proposal.
Neighborhood meetings in which the park was discussed were held 9/28/2017, 10/19/2017, 2/28/2019, and 2/27/2020. Follow-up discussions were held with respective citizens regarding the results of a SWOT analysis conducted during the town hall meeting on 9/28/2017. Once again, as a potential "opportunity," the citizens reaffirmed the need for a

park within the Midtown area. Resident input was taken into consideration in development of the park concept. A virtual public comment period will be held June 15, 2020 - August 15, 2020, when residents will have the opportunity to review and provide feedback on the Master Plan in development of the park concepts and elements within.

- d) What information was made available to the public for review and comment?

The park proposal and Master Plan will be made available to the public for review and comments June 15, 2020 - August 15, 2020.

- e) Did the applicant provide written responses addressing received comments? , ☐ Yes ☒ No
If so, include the responses as a scanned attachment to this application.

If the proposal has not been made available to the public during the planning process, does the applicant understand that a 30-day public comment period will be required?

☒ Yes ☐ No

10. How does this proposal specifically implement statewide outdoor recreation goals as presented in the SCORP?

The concept of Midtown Green will help to achieve the statewide outdoor recreation goals of improving health and wellness, expanding the network of paths and trails, and establishing a stronger sense of place. Midtown Green will improve the health and wellness of Midtown residents by giving them an outdoor venue for being active. The park will have a walking trail with exercise stations along the path, and there will be multiple play areas for children to engage in physical activity. The walking trail that will meander throughout Midtown green will serve to expand upon the inventory of walking trails within Hattiesburg, and specifically adding a trail in the Midtown District, where one is currently lacking. Midtown Green will be designed to be an aesthetically pleasing outdoor setting that will provide functional spaces for physical activity, play, picnics, and a variety of community events to enhance the sense of place within the Midtown community. Midtown residents have repeatedly raised concerns about the lack of recreational facilities in their area, and Midtown Green will provide them with an outdoor venue to accommodate a variety of recreational activities.

The Mississippi 2015 – 2019 SCORP is the current active Statewide Outdoor Recreation Plan. The SCORP is a five-year plan that includes an assessment of the state's recreation supply, demands, and needs. The SCORP will serve as guidance for the allocation of Mississippi's share of the Land and Water Conservation Fund (LWCF). In addition, the SCORP will also provide guidance to the city, county, and state recreation planners.

http://www.mdwfp.com/media/236981/ms_scorp_2015-2019.pdf

11. List all source(s) and amounts of financial match to the LWCF federal share of the project. The value of the match can consist of cash, donation, and in-kind contribution. The federal LWCF share and financial matches must result in a viable outdoor recreation area and not rely on other funding not mentioned here. Other federal resources may be used as a match if specifically authorized by law.

Source of Project Funding	Amount Committed	Percent of Total Project Cost (whole number without % symbol)
City of Hattiesburg 1% Parks & Recreation Sales Tax	\$ 295,000	29
Forrest County (cash contribution)	\$ 75,000	7
City of Hattiesburg General Fund	\$ 145,000	14

Click here to enter text.	\$	Click to enter amount	Click to enter number
Amount of LWCF grant funds requested	\$	495,000	50
To update total amount and percent right click mouse and select Update Field Total		\$495,000.00	50%

12. Is this LWCF project scope part of a larger effort not reflected on the SF-424 (Application for Federal Assistance) and grant agreement? Is so, briefly describe the larger effort, funding amount(s) and source(s). This will capture information about partnerships and how LWCF plays a role in leveraging funding for projects beyond the scope of this federal grant.

N/A

13. List all required federal, state and local permits/approval needed for the proposal and explain their purpose and status.

Prior to construction, permits will be sought/secured with the Army Corp of Engineering for a wetlands analysis; MS Department of Wildlife, Fisheries, and Parks for an endangered species analysis; and an Environmental Impact Statement (EIS) regarding impact on humans. A request has already been made with the MS Department of Archives and History for a Cultural Resources Assessment. The City is prepared to underwrite the cost of the above-mentioned studies/analysis as well as to take action to mediate findings and recommendations.

Address all Sections from this point forward

Purpose and Need

1. Give a brief explanation of the purpose and need of the proposed project.

The Midtown District has no existing parks within its boundaries. Currently, if Midtown residents want to enjoy an outdoor recreational space, they must travel outside the boundaries of their neighborhood. At numerous neighborhood business meetings and town hall meetings, residents of the Midtown District expressed concerns over not having a neighborhood park or public space for children to play. Additionally, there is an urgent need for this park as identified in the Parks and Recreation section of the City's most recent Comprehensive Plan. The plan findings were that 35% of Hattiesburg citizens rated neighborhood parks as their most important priority, and 51% preferred to use public facilities rather than private facilities for their recreation activities. Midtown Green has been conceptualized to meet this demand. This need is also recognized by Forrest County, and a collaborate relationship between the City and County has resulted in the County proposing to help support the development of the park with a portion of their funds. The purpose of this facility is to enhance the lives of the citizens of Hattiesburg by developing recreational facilities and programs that are easily accessible. Midtown Green will give residents a 4.21-acre public park, with a walking trail, exercise stations, picnic areas, multiple play areas for children, an inclusive/accessible playground, pavilion, and concession area. Not only will Midtown Green provide an outdoor space for residents to engage in physical activity, this will provide a beautiful outdoor gathering space to enjoy community events. One exceptional feature of Midtown Green will be an inclusive playground—the first of its kind in Hattiesburg. An inclusive playground will allow children

of all abilities to engage in outdoor recreation, along with the adults accompanying them. The playground will be designed to allow for children with disabilities to engage in play activities to build upon their physical, cognitive, sensory, and social skills. The City of Hattiesburg prides itself on providing ample recreational opportunities for its residents, and it is our goal that no citizen will miss out on recreational activities based solely on physical limitations.

2. What alternative(s) to the proposed project were considered?

Alternative feasible project sites within the Midtown District were identified and considered.

3. Why is the proposed course of action the best choice?

The other sites explored within the Midtown neighborhoods did not meet the needs as well as the chosen site. Some sites were too small, some had access issues, and others had topography issues. The project site chosen is the largest of all sites considered, and the property is available for acquisition. The location is easily accessible from two major thoroughfares--Hwy 49 and Hardy Street. This property topography is ideal for an urban neighborhood park, with its beautiful pine and live oak trees and open green spaces. Additionally, there is potential to expand should the opportunity arise. The current property is adjacent to another property of considerable acreage that the City is interested in obtaining to expand Midtown Green in the future. This property has a lake, and may be available for purchase in 8-10 years. University Heights Baptist Church is across the street from 309 Crestmont Avenue, and the church and City are collectively working through tenets where the church's parking lot can be used to provide additional public parking to access the park.

4. Who are the anticipated users of the proposed facilities? Will users be drawn from the local population, regional, state and/or out of state?

Anticipated users primarily include people who reside within the Midtown District. The 2018 5-Year American Community Survey estimates a Midtown population of 4,762--with 58.3% of the population aged 18-64, 17.5% aged 65 and older, and 24.3% under the age of 18. The majority of the population identifies as White (74.9%), while 21.4% identify as Black/African-American. Other minorities include persons who report some other race (0.4%) and persons who report two or more races (3.3%). People who identify as Hispanic account for 3% of the population. Households reporting income below the poverty level represent 12.4% of the population. We also suspect the park will draw in people who work in Midtown, as well as people from other parts of Hattiesburg and the outlying communities, especially with the addition of the inclusive playground--as it will be the first of its kind in Hattiesburg. While Midtown residents are the primary target, the park will be inclusive of all--from children to seniors, disabled individuals, families, and local organizations in addition to being available to regional and out-of-state guests.

Development Projects

1. For existing parks describe the recreation facilities currently available for use by the public. This application is for the development of a new park.
2. If the proposal involves renovation of facilities, which facilities will be renovated? Give the age of the facilities, the extent of the renovation and why the renovation is needed.
No facilities on the property will be renovated. There is currently a house on the property (59 years old) that will be demolished.
3. Timeframe for project to be complete and open to the public for recreational use?

The park is expected to be complete and open to the public by March of 2023.

4. Indicate the number and type of recreational resources that will be made available with assistance from the Land & Water Conservation Fund.

Midtown Green will be a public park consisting of a walking trail, exercise stations, pavilion, play areas, picnic areas, accessible/inclusive playground, seating, a small covered stage, park lighting, landscaping, bicycle racks, and parking.

Operation and Maintenance

Describe the management, operation and maintenance of the existing park site facilities which funds are being applied for. Outline the support staffing dedicated to the management and operation of the park. For new parks indicate the number of support staffing that will be provided to operate and maintain the park. In both scenarios, clearly indicate who is responsible for each action and how frequently the action occurs.

☐ Existing Site ☒ New Site

The City of Hattiesburg's Parks and Recreation Department will be responsible for the care and upkeep of the park. A crew of 5 will be responsible for maintenance. The park will be mowed on a weekly basis, and litter will be collected on a daily basis. City staff will be responsible for programming on a per-event basis, and the number of staff involved for each event will vary based on the needs of each individual event.

Accessibility

All projects must be accessible to (and usable by) disabled citizens. The intent is to enable disabled citizens to participate in outdoor recreation activities in a way that parallels as closely as possible participation of non-disabled citizens. Describe how this proposal addresses this requirement. If the proposal does not address accessibility, explain why. <http://www.access-board.gov/guidelines-and-standards/recreation-facilities>

The entire park will be designed to be ADA-accessible. Furthermore, the park will feature an inclusive playground specifically to provide recreational opportunities especially suited for people with disabilities.

Summary of Previous Environmental Review (including E.O. 12372 – Intergovernmental Review)

To avoid duplication of effort and **unnecessary delays**, describe any prior environmental review undertaken at any time and still viable for this proposal or related efforts that could be useful for understanding potential environmental impacts. Consider previous local, state, federal (e.g. HUD, EPA, USFWS, FHWA, DOT) and any other environmental reviews. At a minimum, address the following:

1. Date of environmental review(s), purpose for the environmental review(s) and for whom they were conducted.

We do not expect any significant environmental impact, although no prior environmental review has been undertaken. Environmental review will be conducted upon grant award.

2. Description of the proposed action and alternatives.

n/a

3. Who was involved in identifying resource impact issues and developing the proposal including the interested and affected public, government agencies, and Indian tribes.
n/a
4. Environmental resources analyzed and determination of impacts for proposed actions and alternatives.
n/a
5. Any mitigation measures to be part of the proposed action.
n/a
6. Intergovernmental Review Process (Executive Order 12372): Does the State have an Intergovernmental Review Process? **NO - Effective 01/15/2010 The State of Mississippi's Intergovernmental Review function performed by the Clearinghouse ended.** Applicants for federal funds should submit their Standard Form 424 directly to the appropriate federal funding source (Planning Development District if required) and in this case also submit the 424 to MDWFP with the application. **Indicate on the Standard Form that the program has not been selected by the State for review under the Executive Order 12372 process.**
7. Has a Request for Cultural Resource Assessment been submitted to MS Department of Archives and History? ☒ Yes ☐ No - Attach scanned approval or attach scanned copy of request.
8. Public comment periods (how long, when in the process, who was invited to comment) and agency response.
The park proposal and Master Plan will be made available to the public for review and comments June 15, 2020 - August 15, 2020.
9. Any formal decision and supporting reasons regarding degree of potential impacts to the human environment.
n/a
10. Was this proposed LWCF federal action and/or any other federal actions analyzed/reviewed in any of the previous environmental reviews? If so, what was analyzed and what impacts were identified? Provide specific environmental review document references.
n/a

Use resource impact information generated during previous environmental reviews described above and from recently conducted site inspections to complete the Environmental Screening Form (ESF) portion of this PD/ESF under Step 6. Your ESF responses should indicate your proposal's potential for impacting each resource as determined in the previous environmental review(s) and include a reference to where the analysis can be found in an earlier environmental review document. If the previous environmental review documents contain proposed actions to mitigate impacts, briefly summarize the mitigation for each resource as appropriate. The appropriate references for previous environmental review document(s) must be documented on the ESF, and the actual document(s) along with this PD/ESF must be included in the submission for NPS review.

Environmental Screening Form

This portion is a working tool used to identify the level of environmental documentation which must accompany the proposal submission to the NPS. By completing the ESF, the project sponsor is providing support for its recommendation in Step 7 that the proposal either:

1. meets criteria to be categorically excluded (CE) from further NEPA review and no additional environmental documentation is necessary; or
2. requires further analysis through an environmental assessment (EA) or an environmental impact statement (EIS).

An ESF alone does not constitute adequate environmental documentation unless a CE is recommended. If an EA is required, the EA process and resulting documents must be included in the proposal submission to the NPS. If an EIS may be required, the State must request NPS guidance on how to proceed.

The scope of the required environmental analysis will vary according to the type of LWCF proposal. For example, the scope for a new LWCF project will differ from the scope for a conversion. Consult the LWCF Manual for guidance on defining the scope or extent of environmental analysis needed for your LWCF proposal. As early as possible in your planning process, consider how your proposal/project may have direct, indirect and cumulative impacts on the human environment for your type of LWCF action so planners have an opportunity to design alternatives to lessen impacts on resources, if appropriate. When used as a planning tool in this way, the ESF responses may change as the proposal is revised until it is ready for submission for federal review. Initiating or completing environmental analysis after a decision has been made is contrary to both the spirit and letter of the law of the NEPA.

The ESF should be completed with input from resource experts and in consultation with relevant local, state, tribal and federal governments, as applicable. The interested and affected public should be notified of the proposal and be invited to participate in scoping out the proposal (see LWCF Manual Chapter 4). At a minimum, a site inspection of the affected area must be conducted by individuals who are familiar with the type of affected resources, possess the ability to identify potential resource impacts, and to know when to seek additional data when needed.

At the time of proposal submission to NPS for federal review, the completed ESF must justify the NEPA pathway that was followed: CE recommendation, production of an EA, or production of an EIS. The resource topics and issues identified on the ESF for this proposal must be presented and analyzed in an attached EA/EIS. Consult the LWCF Manual for further guidance on LWCF and NEPA.

The ESF contains two parts that must be completed:

Part A. Environmental Resources

Part B. Mandatory Criteria

Part A: For each environmental resource topic, choose an impact estimate level (none, negligible, minor, exceeds minor) that describes the degree of potential negative impact for each listed resource that may occur directly, indirectly and cumulatively as a result of federal approval of your proposal. For each impacted resource provide a brief explanation of how the resource might be affected, how the impact level was determined, and why the chosen impact level is appropriate. If an environmental review has already been conducted on your proposal and is still viable, include the citation including any planned mitigation for each applicable resource, and choose an impact level as mitigated. If the resource does not apply to your proposal, mark NA in the first column. Add any relevant resources (see X. on the ESF) if not included in the list.

If needed - Use a separate sheet to briefly clarify how each resource could be adversely impacted; any direct, indirect, and cumulative impacts that may occur; and any additional data that still needs to be determined. Also explain any planned mitigation already addressed in previous environmental reviews.

Attach scanned separate sheet(s) to application.

Environmental Reviewers	
The following individual(s) provided input in the completion of the environmental screening form. List all reviewers including name, title, agency, field of expertise. Keep all environmental review records and data on this proposal in state compliance file for any future program review and/or audit. The ESF may be completed as part of a LWCF pre-award site inspection if conducted in time to contribute to the environmental review process for the proposal.	
1.	Jennifer Shows, Grant Coordinator, City of Hattiesburg
2.	Click here to enter text.
3.	Click here to enter text.
The following individuals conducted a site inspection to verify field conditions. <i>List name of inspector(s), title, agency, and date(s) of inspection.</i>	
1.	N/A
2.	Click here to enter text.
3.	Click here to enter text.

PART A: ENVIRONMENTAL RESOURCES

Indicate potential for adverse impacts. Use a separate sheet to clarify responses

	Not Applicable N/A	No/ Negligible Impacts	Minor Impacts	Impacts Exceed Minor	More Data Needed to Determine Degree of Impact
A. Geological resources: soils, bedrock, slopes, streambeds, landforms, etc.	☐	☐	☐	☐	☒
B. Air quality	☐	☐	☐	☐	☒
C. Sound (noise impacts)	☐	☐	☐	☐	☒
D. Water quality/quantity	☐	☐	☐	☐	☒
E. Stream flow characteristics	☐	☐	☐	☐	☒
F. Marine/estuarine	☐	☐	☐	☐	☒
G. Floodplains/wetlands	☐	☐	☐	☐	☒
H. Land use/ownership patterns; property values; community livability	☐	☐	☐	☐	☒
I. Circulation, transportation	☐	☐	☐	☐	☒
J. Plant/animal/fish species of special concern and habitat; state/ federal listed or proposed for listing	☐	☐	☐	☐	☒
K. Unique ecosystems, such as biosphere reserves, World Heritage sites, old growth forests, etc.	☐	☐	☐	☐	☒
L. Unique or important wildlife/ wildlife habitat	☐	☐	☐	☐	☒
M. Unique or important fish/habitat	☐	☐	☐	☐	☒
N. Introduce or promote invasive species (plant or animal)	☐	☐	☐	☐	☒
O. Recreation resources, land, parks, open space, conservation areas, rec. trails, facilities, services, opportunities, public access, etc.	☐	☐	☐	☐	☒
P. Accessibility for populations with disabilities	☐	☐	☐	☐	☒
Q. Overall aesthetics, special characteristics/features	☐	☐	☐	☐	☒
R. Historical/cultural resources, including landscapes, ethnographic, archeological, structures, etc. Attach SHPO/THPO determination.	☐	☐	☐	☐	☒
S. Socioeconomics, including employment, occupation, income changes, tax base, infrastructure	☐	☐	☐	☐	☒
T. Minority and low-income populations	☐	☐	☐	☐	☒
U. Energy resources (geothermal, fossil fuels, etc.)	☐	☐	☐	☐	☒
V. Other agency or tribal land use plans or policies	☐	☐	☐	☐	☒
W. Land/structures with history of contamination/hazardous materials even if remediated	☐	☐	☐	☐	☒
X. Other important environmental resources to address.	☐	☐	☐	☐	☒

Part B: This is a list of mandatory impact criteria that preclude the use of categorical exclusions. If you answer “yes” or “maybe” for any of the mandatory criteria, you must develop an EA or EIS regardless of your answers in Part A. Explain all “yes” and “maybe” answers on a separate sheet.

8. The table below contains a list of mandatory criteria that preclude the use of categorical exclusions for the purpose of the National Environmental Policy Act. Please provide an answer and explanation for each answer. If you answer “yes” or “maybe” for any of the mandatory criteria, more detailed information on your project would be needed in order for it to continue to be considered for funding. If the project scores high enough for funding, DCR will contact the applicant to discuss details. **If needed - Use a separate sheet to briefly clarify how each resource could be adversely impacted; any direct, indirect, and cumulative impacts that may occur; and any additional data that still needs to be determined. Also explain any planned mitigation already addressed in previous environmental reviews.** Attach scanned separate sheet(s) to application.

PART B. MANDATORY CRITERIA If your LWCF proposal is approved, would it...	Yes	No	To be determined
1. Have significant impacts on public health or safety?	☐	☐	☒
2. Have significant impacts on such natural resources and unique geographic characteristics as historic or cultural resources; park, recreation, or refuge lands, wilderness areas; wild or scenic rivers; national natural landmarks; sole or principal drinking water aquifers; prime farmlands; wetlands (E.O. 11990); floodplains (E.O. 11988); and other ecologically significant or critical areas.	☐	☐	☒
3. Have highly controversial environmental effects or involve unresolved conflicts concerning alternative uses of available resources [NEPA section 102(2)(E)]?	☐	☐	☒
4. Have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks?	☐	☐	☒
5. Establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects?	☐	☐	☒
6. Have a direct relationship to other actions with individually insignificant, but cumulatively significant, environmental effects?	☐	☐	☒
7. Have significant impacts on properties listed or eligible for listing on the National Register of Historic Places, as determined by either the bureau or office. (Attach State Historic Preservation Office Comments)	☐	☐	☒
8. Have significant impacts on species listed or proposed to be listed on the List of Endangered or Threatened Species or have significant impacts on designated Critical Habitat for these species.	☐	☐	☒
9. Violate a federal law, or a state, local, or tribal law or requirement imposed for the protection of the environment?	☐	☐	☒
10. Have a disproportionately high and adverse effect on low income or minority populations (Executive Order 12898)?	☐	☐	☒
11. Limit access to and ceremonial use of Indian sacred sites on federal lands by Indian religious practitioners or significantly adversely affect the physical integrity of such sacred sites (Executive Order 13007)?	☐	☐	☒
12. Contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area, or actions that may promote the introduction, growth, or expansion of the range of such species (Federal Noxious Weed Control Act and Executive Order 13112)?	☐	☐	☒

Scope of environmental review as required by National Park Service

Early in the conceptual development of an LWCF proposal, the State shall encourage LWCF project sponsors to document their planning and analysis process, including all efforts to reach out to the interested and affected public and agencies. The public and agencies should be invited to provide input early in the planning process and before any environmental analysis formally begins so the sponsor can clearly communicate the purpose and need for the project and give the public and agencies an opportunity to provide any information that could be useful for scoping out the LWCF proposal and considering its potential impact on resources. This scoping step in the planning process will yield information for use in defining the scope of the LWCF proposal and possible associated environmental impacts.

The LWCF PD/ESF shall be used by all potential LWCF project sponsors and for any LWCF proposal requiring federal action. The PD/ESF is designed for use as a tool during project scoping, planning, and proposal development to document environmental information and consider the LWCF proposal's possible environmental impacts at the time it is discussed, presented, or discovered in the field rather than as a "compliance exercise" after a decision is made and the application for federal assistance is being prepared.

As a result of early project scoping and planning, the State/sponsor develops a final proposal for possible federal assistance or action, including a completed ESF. The scope of the environmental review under NEPA, i.e., the extent of resources that may be affected by the project, depends on the type of LWCF proposal under consideration as follows:

- a. New acquisition projects. The scope of the environmental review shall include the lands to be acquired and the proposed public outdoor recreation uses intended for the property to be completed within three years from the date of acquisition.
- b. Development projects. The scope of the environmental review shall be the proposal to provide or improve facilities for public outdoor recreation use and associated activities resulting from these improvements.
- c. Section 6(f)(3) Conversions. Pursuant to 36 CFR 59.3, the scope of the environmental review for Section 6(f)(3) conversions is the entire Section 6(f)(3) park proposed for conversion, including for partial conversions, and lands proposed for replacement including the proposed development for public outdoor recreation use and associated activities. Resources beyond the existing Section 6(f)(3) area are not subject to review unless required by other federal compliance programs.
- d. Other LWCF proposals. To determine the scope of the environmental review for other types of LWCF proposals, consult your NPS Regional Office LWCF Program Manager. The scope of the environmental review determines the resources that must be screened for possible environmental impacts resulting from the LWCF proposal.

NEPA Pathway Options

The completed PD/ESF will guide the state/project sponsor along the appropriate NEPA pathway to produce the level of environmental analysis and documentation required for the proposed undertaking. The PD/ESF will document and support the NEPA analysis pathway option chosen for the proposal. States are required to include the completed PD/ESF with its formal LWCF proposal submission to the NPS.

The NEPA analysis pathway options available to States are:

- a. Categorical Exclusion for which a record is needed. These Categorical Exclusions (CE) are for federal actions that, under normal circumstances, are not considered major federal actions and have the potential for minor or no measurable impacts on the human environment. Prior to submitting a proposal to the NPS for federal review and decision, it is the State's responsibility to review the LWCF proposal to determine if the project meets the criteria for a CE determination. If the LWCF proposal meets the criteria for a CE, the State provides sufficient documentation on the PD/ESF to support the CE by indicating that all potential impacts will be minor or less, and NPS agrees with the CE selection, NPS will sign its own CE form signifying the proposal is categorically excluded from further NEPA analysis.

A CE is not applicable if the ESF indicates that the proposal may result in more than minor impacts on resources.

Note in addition to the CE criteria, the State must also consult the list of exceptions to the CE criteria listed in the PD/ESF. These exceptions describe additional circumstances that may be relevant for the proposal and could result in adverse impacts on the human environment and, therefore, preparation of an EA would be required.

- b. **Environmental Assessment.** An Environmental Assessment (EA) is required when 1) the significance of impacts on any resource is unknown, **(A SITE THAT HAS NO DEVELOPMENT ON IT)** or 2) the proposed action does not meet the criteria for CE and is not included in the list of actions that normally require an EIS, or 3) the proposed action needs several CE categories to fully describe the action, would involve one or more CE criteria exceptions, or would involve unresolved conflicts concerning the use of resources. An Environmental Assessment will consist of 5 Chapters.

Chapter 1 – Purpose, Need, Background. This chapter describes the purpose of the EA so that the interested and affected public, including other agencies and decision makers, understand the type and nature of the proposal that needs a federal LWCF decision. This chapter needs to explain the EA will provide a framework for the NPS to evaluate the environmental consequences of the proposed action on the human environment, and must also include any information to help the interested and affected public and decision-makers understand the context for the proposed action, including a clear explanation of the role of the LWCF Act Section 6(f)(3) in the proposal and the scope of the environmental review (see Item 5 above).

Chapter 2 - Description of Alternatives. This chapter must provide enough information for the interested and affected public and decision-makers to understand the proposed alternative (federal approval of the LWCF proposal) and the no action alternative. This chapter should lead off with an evaluation of all alternatives considered and the reasons for selecting the proposed alternative and rejecting the other alternatives.

At a minimum, the proposed alternative should be described in detail along with the public outdoor recreation resources and opportunities provided by the proposal including maps clearly depicting the creation of or changes in the LWCF Section 6(f) boundary. New and/or existing Section 6(f) parkland must be described in detail. This chapter must include an explanation and status of any other approvals, permits or other factors needed to implement the proposal.

Chapter 3 - Affected Environment. The affected environment is a detailed description of the current state of resources expected to experience environmental impacts. Using the resource impact information documented on the environmental screening form (ESF) and other means of collecting information about affected resources, delineate an analysis area boundary for each resource and describe its existing status (location, nature, condition, scope, size, etc.). The existing status of these resources will serve as baseline information upon which impacts will be compared in the next EA chapter.

This includes detailed description of any existing public outdoor recreation resources and opportunities at the affected site(s) including a clear depiction any existing Section 6(f) boundary.

This chapter must also describe the park/recreation area's population service area and demographics, including information about minority and low-income populations pursuant to Executive Order 12898, Environmental Justice in Minority and Low-Income Populations.

Also, this chapter must include a description of any existing easements, right-of-ways, leases, and any other agreements about use of the Section 6(f)(3) area. If the proposal includes land with a history of contamination, this chapter should describe the contamination and current condition/remediation status.

For Section 6(f)(3) conversions, this chapter must include a description of the existing resources associated with the Section 6(f)(3) parkland proposed for whole or partial conversion, including associated outdoor recreation facilities and opportunities and a description of the existing resources at the replacement site(s). The description must include a detailed description of existing outdoor recreation resources, facilities and opportunities for all affected areas as well as the existing population served by the converted park and the existing population to be served by the new replacement parks.

For conversions, resources beyond the existing and proposed Section 6(f)(3) areas are not subject to review unless required by other federal compliance programs.

Any resources and issues to be dismissed from further analysis must be described in this chapter.

Chapter 4 - Environmental Impacts. This chapter analyzes the degree to which the resources described in Chapter 3 (above) will be impacted by the proposal. The analysis should be presented for the interested and affected public, agencies, and decision-makers to understand the potential for impacts, both beneficial and adverse, and should include qualitative and quantitative data that considers the context, intensity, duration, and timing of the potential impacts. The presentation of data must be presented objectively, accurately, and factually. Resource impacts within the proposed Section 6(f)(3) boundary must be described including any future easements, right of ways, leases and agreements about the use of the Section 6(f)(3) area.

This chapter must also include a detailed discussion of the proposed impacts, both beneficial and adverse, on the provision of public outdoor recreation for the populations served by the proposal including impacts to minority and low income populations pursuant to Executive Order 12898, Environmental Justice in Minority and Low-Income Populations, and a clear depiction of any Section 6(f) boundary changes, especially for expansion of existing Section 6(f) areas and conversions, including a description of any easements, rights-of-way, leases, and any other agreements about the use of the Section 6(f)(3) area as a result of the proposal. If Chapter 3 (above) includes information that any of the land resources in the proposal has a history of contamination, this chapter must include information on the impacts of the proposal on this land considering its status including the land's suitability to support healthy and safe public outdoor recreation activities in perpetuity.

For Section 6(f)(3) conversions, an analysis of impacts to the affected resources described in Chapter 4 must be presented in this chapter. Resources beyond the existing and proposed Section 6(f)(3) areas are not subject to review unless required by other federal compliance programs.

Chapter 5 - Coordination and Consultation. This chapter must list persons, organizations and agencies contacted for information and for identifying important issues, developing alternatives, or analyzing impacts. Any scoping or other public involvement efforts should also be detailed. A list of preparers and their qualifications should be included as well.

(1) Opportunity for public review and comment. At a minimum, States are required to ensure the interested and affected public has had an opportunity to review and provide written comments on completed environmental assessments for LWCF proposals. This public comment period shall be no less than 30 days. The notice an EA is available for review shall be published in the local newspapers and community notices, posted on the sponsoring agency's web site, and made broadly known to the public in such a way that the interested and affected public has ample notice of the public comment period. The State/project sponsor is responsible for reviewing the public comments. These comments and the responses that address all substantive comments are to be included in the proposal's submission to NPS.

If the proposal is revised in response to substantive public comments or for any other reason, States should consult with NPS to determine if the public needs another opportunity to review the revised EA.

- b. **Environmental Impact Statement.** An Environmental Impact State (EIS) is required when the potential for significant impact to the human environment exists is indicated by an EA or through the PD/ESF. The State should contact NPS for further guidance as soon as there is an indication that an EIS may be required.

Unmet Needs

As part of the annual reporting requirements associated with the Land and Water Conservation Fund the Outdoor Recreation Grants Division is required to provide the dollar value of unmet recreational needs within Mississippi.

In order to provide a more accurate estimate for Mississippi we are requiring that each applicant provide the total funding needed to acquire, develop, and rehabilitate public outdoor recreation resources that **were not met** in 2014. This estimate should include all unmet public **outdoor** recreation needs (not including operation and maintenance costs).

Provide the dollar estimate below for the unmet needs for your locality/ agency/ park authority and give a short explanation of how you developed your estimate. Indicate in the explanation how much funding was needed for acquisition, new park development, park renovation and/or rehabilitation and new developments at existing parks

The amount for Hattiesburg unmet public outdoor recreation needs is estimated at \$7,394,475. In order to arrive at this number, a project list was developed with estimates, and the cost of completed projects has been subtracted from the total estimate for all projects. A number of referenced projects were developed when preparing for the Parks and Recreation 1 cent sales tax public referendum vote. These projects are all based on needs garnered from discussions among community leaders, City administration and other City employees. Additionally, numerous town hall sessions occurred during 2018-2019 within all neighborhoods, whereby a list of 18 projects were surfaced to be completed between 2019 and 2022. Additionally, the staff of the Department of Parks and Recreation were involved in evaluating both short and long range needs relative to capital projects. Approximately \$1,000,000 is needed for acquisition and new park development. The remaining \$6,394,475 is needed for renovations, upgrades, and new developments at existing parks.

6(f) Map

The purpose of a Section 6(f)(3) map is to legally define the area that will be given the protection of Section 6(f)(3) of the LWCF Act, which states that property acquired or developed with LWCF shall not be converted to uses other than public outdoor recreation.

A Section 6(f)(3) map also ensures that the area defined by the boundary line is a viable recreation unit. Normally, this will be the total area of the facility receiving assistance. In no case will it be less than the area to be developed under a given LWCF application. All applicants must submit a Section 6(f) map for the application process.

As required by law, the project area within the Section 6(f) boundary will become encumbered as an outdoor recreational site in perpetuity. This means that it must be open and managed for public outdoor recreation forever.

Applicants should consider any existing or potential non-recreational uses of the park property that should be excluded ("carved out") from the 6(f) area. It is highly recommended that applicants consult with the Mississippi Department of Transportation to determine if any planned road construction or improvement projects might impact the proposed 6(f) boundary so that adjustments can be made now to avoid creating future conversion of use issues.

Include two (2) paper copies of the 6(f) boundary map with the application submission. Mapping is preferred on 11 x17 sized paper.

Budget

Provide a budget estimate of the Land & Water Conservation Fund proposal. The budget estimate must provide a complete estimated cost of the project. If the LWCF assisted elements are a component of a much larger proposal, your estimate must consider **only the elements that will receive federal assistance**.

Notes: The sponsor must have the funding currently in place to complete the project. Project Period will be no more than 24 months. The Land & Water Conservation Fund is a 50-50, matching, reimbursement program. All costs are incurred by the grantee prior to receiving reimbursement. No partial reimbursements will be accepted –

once project has been completed – request for project to be closed out and reimbursement request will be accepted and reviewed. At that time a final inspection will be scheduled, and elements listed in Project Agreement will be reviewed. When final inspection is complete, and all paperwork is finalized – and approved by the National Park Service - a 1st and final reimbursement will be processed.

Costs incurred before approval by the National Park Service and a Project Agreement between Mississippi Department of Wildlife, Fisheries and Parks – Outdoor Recreation Grants Division and the Project Sponsor (grantee) is formalized are ineligible for reimbursement.

A sample budget estimate is provided below and included in the appendices of the Land & Water Conservation Fund Manual. Applicants may create their own budget forms; however, it is imperative to provide a detailed budget, the priority ranking for the elements to be funded, the percentage of costs. **The maximum grant request is \$500,000.00 and the minimum grant request is \$25,000.00 for the 2020 LWCF Funding Cycle.**

Applicants must clearly identify their match. Non-federal grants may be used as a match but must be in hand in-order to be eligible.

Land and Water Conservation Fund Itemized Breakdown of Project Budget

Applicant	City of Hattiesburg
Project Name	Midtown Green

List specific elements of the Proposed Budget such as playground equipment, tennis courts, pavilion, etc.

Breakdown Total should equal the Project Budget Total.

Element and Description	Quantity and Unit	Total Cost (100%)	Local Match 50% Share	LWCF 50% Share
Property Cost		\$240,000	\$120,000	\$120,000
Design and Engineering Fee (Construction Admin)		\$55,000	\$27,500	\$27,500
List Construction Elements Below				
Site Prep, Drainage, and Grading		\$40,000	\$20,000	\$20,000
Demolition		\$20,000	\$10,000	\$10,000
Utilities (Water, Sewer, & Power)		\$35,000	\$17,500	\$17,500
Parking Lot		\$30,000	\$15,000	\$15,000
Walking Trail		\$70,000	\$35,000	\$35,000
Inclusive Playground		\$200,000	\$100,000	\$100,000
Pavilion with Restrooms		\$125,000	\$62,500	\$62,500
Maintenance Shop		\$5,000	\$2,500	\$2,500
Fence & Gates		\$25,000	\$12,500	\$12,500
Site Amenities (Exercise Stations, Tables, Benches, Bike Racks, Garbage Receptacles)		\$60,000	\$30,000	\$30,000
Lighting		\$50,000	\$25,000	\$25,000
Signage		\$10,000	\$5,000	\$5,000
Landscape		\$25,000	\$12,500	\$12,500
Environmental Studies		\$20,000	\$20,000	\$0
Breakdown Total		\$1,010,000	\$515,000	\$495,000

Application Signature Page

"On behalf of the Applicant,

I hereby certify the information contained in the attached application is true and correct. I understand this application will be rated on the basis of the information submitted and the submission of incorrect data or an incomplete application can result in this application being withdrawn from consideration for funding."

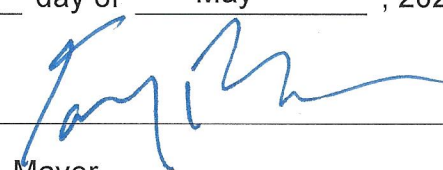
"I hereby certify the applicant will comply with all applicable local, state and Federal laws and regulations."

"I hereby certify the availability of funding for the total project costs as represented in this application."

"I hereby certify that the applicant understands that the LWCF program reimburses at 50% and that documentation verifying expenditures must be submitted to MDWFP-ORG in-order to receive payment in full. Further, it is understood that no partial reimbursements will be requested – once project is 100% complete, required paperwork is received, a final inspection is performed, and National Park Service approval is received first and final reimbursement will be processed.

"I hereby certify that the property will be placed under Section 6 (f) protection of the Land & Water Conservation Act and will have wording to such effect placed in the deed of the property." Further, I certify that necessary coordination with interested parties was involved during the development of the 6(f) area.

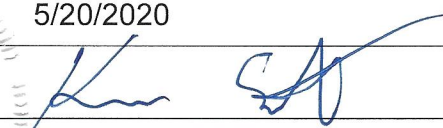
Signed this 20th day of May, 2020

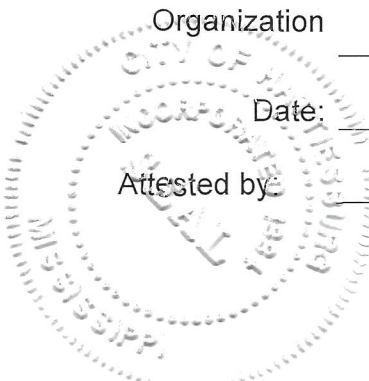
By: 

Title: Mayor

Organization City of Hattiesburg

Date: 5/20/2020

Attested by: 



City of Hattiesburg – Midtown Green

Project Time Table/Schedule

Activity	Time Table	Dates
Design Development & Equipment Specification by Design Team, Vetting Time and Permit Acquisition	120 days	April, 2021- July, 2021
Construction Document Development	30-45 days	July, 2021- Aug, 2021
Advertise Bids	4-5 weeks	Sept, 2021- Oct, 2021
Review Bid Submittals and Certify	2 weeks	Oct, 2021
Award Contract		Oct, 2021
Construction Begins		Nov, 2021
Demolition/Removal	1-2 weeks	Nov, 2021
Site Work	3-4 weeks	Dec, 2021
Equipment Purchasing Process	3-4 months	Jan, 2022-April, 2022
Park Construction and Equipment Installation	14-15 months	Nov, 2021- Jan, 2023
Punch List, Remedies, & Final Inspection	2 weeks	Feb, 2023
Completion Date		Feb 25, 2023

Master Plan for: Midtown Green

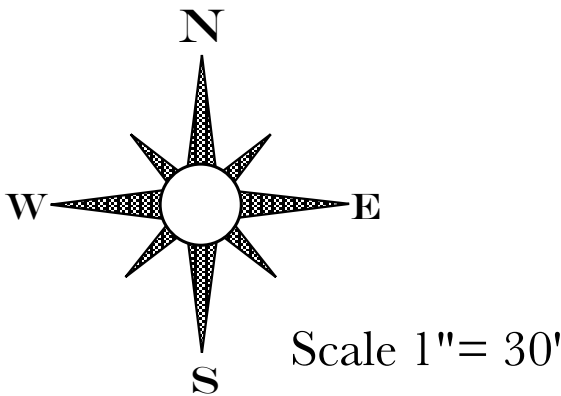
City of Hattiesburg, Mississippi

Location: Near corner of Arlington Loop and Crestmont Avenue (West of University Baptist Church Parking)

Our Mission:
A neighborhood park to enrich the lives of the citizens of Forrest County by providing a safe, welcoming space for human activities for people of all ages and abilities to play, exercise, contemplate, be entertained, build community and be good stewards of our environment.



- Amenities:**
- * 4.2 Acres Native Woodlands
 - * 1/4 Mile Walking Trail
 - * Exercise Stations
 - * Inclusive Playground
 - * Pavillion with Restrooms
 - * Stage for Outdoor Entertainment
 - * Lawn Area for Activities
 - * Picnic Area with Tables & Grills
 - * Parking for 20 Guests (5 Handicap)
 - * 2 Pedestrian Entries
 - * Bicycle Parking
 - * Security Perimeter Fencing
 - * Maintenance Shop



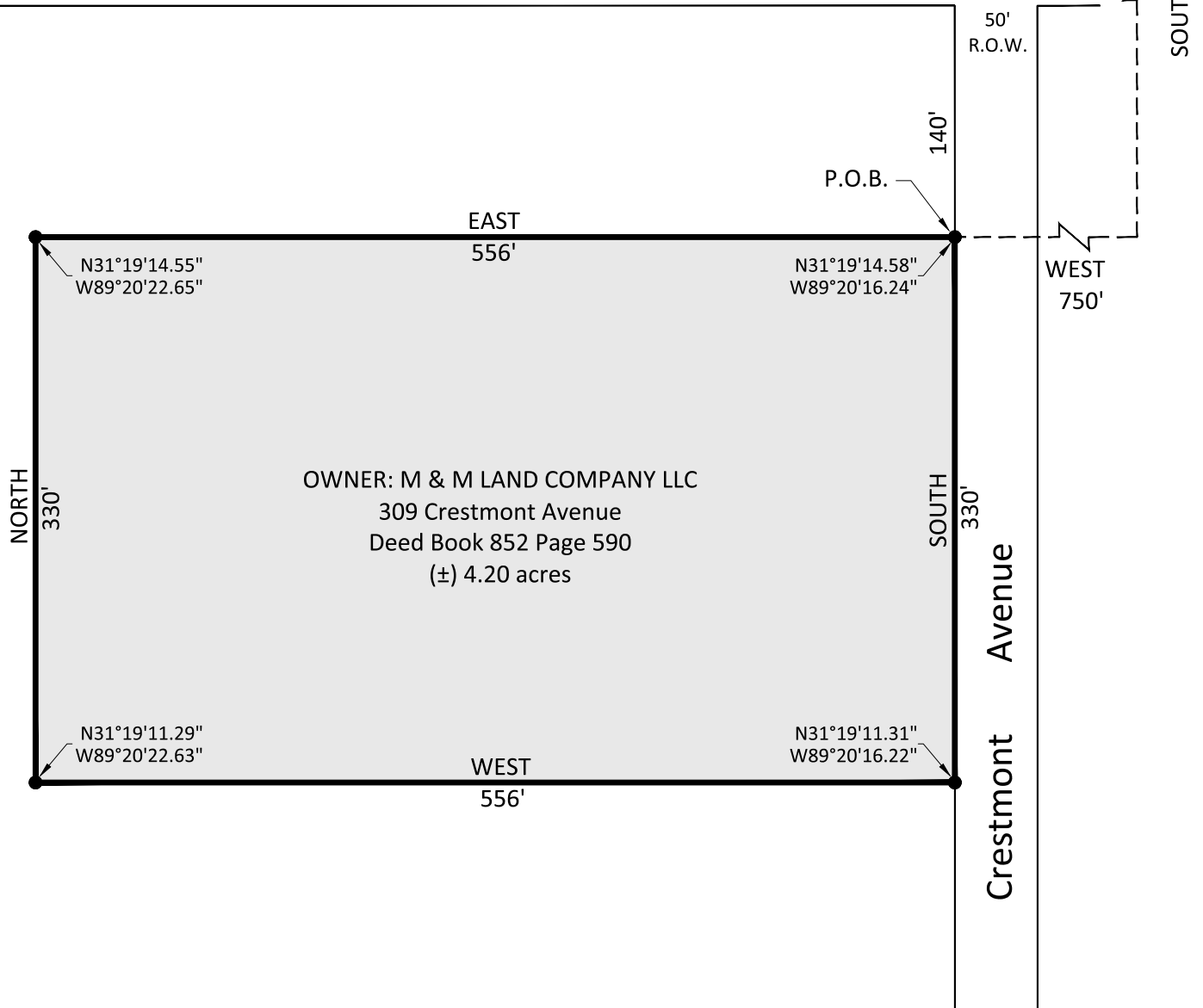
- Legend**
- | | |
|-------------------|------------------|
| Proposed Building | Walking Trail |
| Service Drive | Property Line |
| Residence | Exercise Station |
| Existing Woods | Bike Rack |
| Lawn | Picnic Table |
| | Bench |

- BOUNDARY MAP -

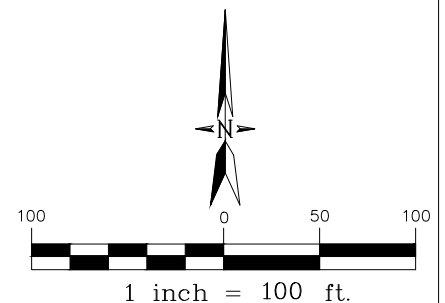
Date: 5-20-2020

COMMENCEMENT POINT
NE CORNER OF THE SW 1/4 OF THE SE 1/4
SECTION 7, T-4-N, R-13-W
FORREST COUNTY, MS

Arlington Loop



Begin 165 feet South and 750 West of the Northeast corner of the Southwest 1/4 of the Southeast 1/4 of Section 7, T-4-N, R-13-W, Forrest County, MS; and thence run South 330 feet, thence run West 556 feet, thence run North 330 feet, thence run East 556 feet back to the Point-of-Beginning. The above described parcel contains 4.20 acres, more or less.



ARLINGTON LOOP

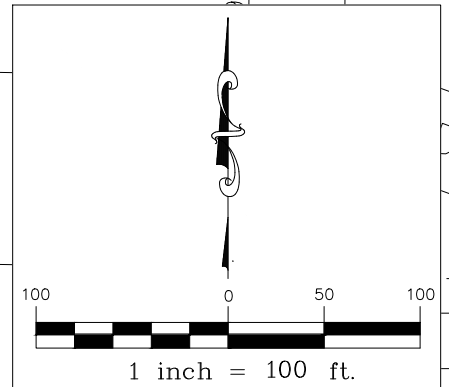
50' ROW

CRESTMONT AVENUE

PPIN 26528
PARCEL ID 2-028N-07-147.00
OWNER: M & M LAND COMPANY LLC
PROPERTY ADDRESS: 309 CRESTMONT AVE.

DRAINAGE EASEMENT #672

10' EASEMENT



FROM:

Greg Wheeler
Wheeler Realty
P.O. Box 15304
Hattiesburg, MS 39404

Telephone Number: 601-583-1006

Fax Number: N/A

TO:

Sid Gonsoulin
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Telephone Number:

Fax Number:

Alternate Number:

E-Mail:

INVOICE**INVOICE NUMBER**

08-309 Crestmont Ave

DATE

02/06/2020

REFERENCE

Internal Order #: 08-309 Crestmont Ave

Lender Case #:

Client File #:

Main File # on form: 08-309 Crestmont Ave

Other File # on form: 08-309 Crestmont Ave

Federal Tax ID:

Employer ID:

DESCRIPTION

Lender: City of Hattiesburg

Client: City of Hattiesburg

Purchaser/Borrower: N/A

Property Address: 309 Crestmont Ave

City: Hattiesburg

County: Forrest

State: MS

Zip: 39401

Legal Description: BG 165FT S 750FT W NE/CR SW1/4 SE1/4 S 330FT W 556FT N 330FT E 556FT TO BG

FEES**AMOUNT**

309 Crestmont Ave

700.00

SUBTOTAL

700.00

PAYMENTS**AMOUNT**

Check #:

Date:

Description:

Check #:

Date:

Description:

Check #:

Date:

Description:

SUBTOTAL

0.00

TOTAL DUE

\$

700.00

SUBJECT

Property Address: 309 Crestmont AveCity: HattiesburgState: MSZip Code: 39401

County: ForrestLegal Description: BG 165FT S 750FT W NE/CR SW1/4 SE1/4 S 330FT W 556FT N 330FT E 556FT TO BG

Assessor's Parcel #: 3-028N-07-147.00

Tax Year: 2019R.E. Taxes: \$ 4,956.65Special Assessments: \$ 0Borrower (if applicable): N/A

Current Owner of Record: M & M Land Company, LLCOccupant: ☒ Owner ☐ Tenant ☐ Vacant ☐ Manufactured Housing

Project Type: ☐ PUD ☐ Condominium ☐ Cooperative ☐ Other (describe)HOA: \$ ☐ per year ☐ per month

Market Area Name: SW HattiesburgMap Reference: 25620Census Tract: 0008.00

ASSIGNMENT

The purpose of this appraisal is to develop an opinion of: ☒ Market Value (as defined), or ☐ other type of value (describe)

This report reflects the following value (if not Current, see comments): ☒ Current (the Inspection Date is the Effective Date) ☐ Retrospective ☐ Prospective

Approaches developed for this appraisal: ☒ Sales Comparison Approach ☐ Cost Approach ☐ Income Approach (See Reconciliation Comments and Scope of Work)

Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Leased Fee ☐ Other (describe)

Intended Use: City of Hattiesburg

Intended User(s) (by name or type): City of Hattiesburg, M & M Land Company, LLC

Client: City of HattiesburgAddress: P.O. Box 1898, Hattiesburg , MS 39403

Appraiser: Greg WheelerAddress: P.O. Box 15304, Hattiesburg, MS 39404

MARKET AREA DESCRIPTION

Location: ☒ Urban ☐ Suburban ☐ Rural	Predominant Occupancy ☒ Owner 95 ☐ Tenant 5 ☐ Vacant (0-5%) ☒ Vacant (>5%)	One-Unit Housing PRICE (\$000)AGE (yrs) 70 Low 5 650 High 70 200 Pred 50		Present Land Use One-Unit 85 % 2-4 Unit 5 % Multi-Unit 5 % Comm'l 5 % %	Change in Land Use ☒ Not Likely ☐ Likely * ☐ In Process * * To:
Built up: ☒ Over 75% ☐ 25-75% ☐ Under 25%					
Growth rate: ☐ Rapid ☒ Stable ☐ Slow					
Property values: ☒ Increasing ☐ Stable ☐ Declining					
Demand/supply: ☐ Shortage ☒ In Balance ☐ Over Supply					
Marketing time: ☐ Under 3 Mos. ☒ 3-6 Mos. ☐ Over 6 Mos.					

Market Area Boundaries, Description, and Market Conditions (including support for the above characteristics and trends): The demand for properties in the area has been steady for the past several years. The property values have had a steady increase over the past few years and the marketing time has remained around 3-6 months. Financing concessions do not appear to have any influence on house sales in the area.

SITE DESCRIPTION

Dimensions: 330 x 556 (SEE ATTACHED PLAT)Site Area: 4.21 ac

Zoning Classification: R1-ADescription: Residential District

Zoning Compliance: ☒ Legal ☐ Legal nonconforming (grandfathered) ☐ Illegal ☐ No zoning

Are CC&Rs applicable? ☐ Yes ☒ No ☐ UnknownHave the documents been reviewed? ☐ Yes ☒ NoGround Rent (if applicable) \$ /

Highest & Best Use as improved: ☒ Present use, or ☐ Other use (explain)

Actual Use as of Effective Date: SFRUse as appraised in this report: SFR

Summary of Highest & Best Use: SFR

Utilities	Public	Other	Provider/Description	Off-site Improvements	Type	Public	Private	Topography	Rolling
Electricity	☒	☐	MS Power	Street	Asphalt	☒	☐	Size	Larger than typical for area
Gas	☒	☐	Spire	Curb/Gutter	Gutter	☒	☐	Shape	Rectangular
Water	☒	☐	City of Hattiesburg	Sidewalk	None	☐	☐	Drainage	Appears Adequate
Sanitary Sewer	☒	☐	City of Hattiesburg	Street Lights	City	☒	☐	View	Residential
Storm Sewer	☒	☐	City of Hattiesburg	Alley	None	☐	☐		

Other site elements: ☒ Inside Lot ☐ Corner Lot ☐ Cul de Sac ☐ Underground Utilities ☐ Other (describe)

FEMA Spec'l Flood Hazard Area ☐ Yes ☒ NoFEMA Flood Zone XFEMA Map # 28035C0104DFEMA Map Date 03/02/2010

Site Comments: No adverse easements or encroachments were noted at the time of the inspection. The improvements are not located within a FEMA flood hazard area. SEE ATTACHED

FLOOD MAP.

DESCRIPTION OF THE IMPROVEMENTS

General Description # of Units 1 ☐ Acc.Unit # of Stories 1.5 Type ☒ Det. ☐ Att. ☐ Design (Style) 1.5 Split-Level/BV ☒ Existing ☐ Proposed ☐ Und.Cons. Actual Age (Yrs.) 59 Effective Age (Yrs.) 40	Exterior Description Foundation Brick Pier Exterior Walls Bk/Masonite Roof Surface Comp Sngl. Gutters & Dwnspts. O'hang Adq. Window Type Alum. Sngl. Storm/Screens Partial Screens	Foundation Slab None Crawl Space Brick Pier Basement None Sump Pump ☐ Dampness ☐ Settlement None Noted Infestation None Noted	Basement ☒ None Area Sq. Ft. % Finished Ceiling Walls Floor Outside Entry	Heating CAC Type FWA Fuel Gas Cooling CAC Central CAC Other
Interior Description Floors Cpt/WD/Tile-See Cmts Walls DW/Panel-See Cmts Trim/Finish Average Bath Floor Tile-Average Bath Wainscot Tile-Average Doors Wood-Average	Appliances Refrigerator ☐ Range/Oven ☒ Disposal ☒ Dishwasher ☒ Fan/Hood ☒ Microwave ☐ Washer/Dryer ☐	Attic ☐ None Stairs ☐ Drop Stair ☒ Scuttle ☐ Doorway ☐ Floor ☐ Heated ☐ Finished ☐	Amenities Fireplace(s) # 2 Cov/Open Deck None Porch Stoop Fence Partial Pool None Other Storage Bldg.	Car Storage ☐ None Garage # of cars (2 Tot.) Attach. Detach. Blt.-In 2 Carport Driveway x Adq. Pkg. Surface Concrete

Finished area above grade contains: 10 Rooms 4 Bedrooms 3.0 Bath(s) 3,267 Square Feet of Gross Living Area Above Grade

Additional features: The subject has a covered front stoop, covered patio,open patio and a partially fenced rear yard. No special energy features were noted.

Describe the condition of the property (including physical, functional and external obsolescence): No functional or external obsolescence was noted. The quality of construction is considered to be average. The appraiser noted that the subject is in need of some exterior siding repairs. Also, some of the interior ceilings have signs of water damage and is dated. The over-all condition of the subject is considered to be C5 (Fair).

RESIDENTIAL APPRAISAL REPORT

08-309 Crestmont Ave
File No.: 08-309 Crestmont Ave

[illegible]

COST APPROACH

COST APPROACH TO VALUE (if developed)☒ The Cost Approach was not developed for this appraisal.

Provide adequate information for replication of the following cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value):
The subject property is in excess of 30 years old and the Cost Approach has not been considered.

ESTIMATED☐ REPRODUCTION OR☐ REPLACEMENT COST NEW

OPINION OF SITE VALUE _____ = \$

Source of cost data: DWELLING Sq.Ft. @ \$ _____ = \$

Quality rating from cost service: Effective date of cost data: Sq.Ft. @ \$ _____ = \$

Comments on Cost Approach (gross living area calculations, depreciation, etc.): Sq.Ft. @ \$ _____ = \$

Sq.Ft. @ \$ _____ = \$

Sq.Ft. @ \$ _____ = \$

Sq.Ft. @ \$ _____ = \$

Sq.Ft. @ \$ _____ = \$

Sq.Ft. @ \$ _____ = \$

Garage/Carport Sq.Ft. @ \$ _____ = \$

Total Estimate of Cost-New _____ = \$

Less Physical Functional External

Depreciation _____ = \$(_____)

Depreciated Cost of Improvements _____ = \$

"As-is" Value of Site Improvements _____ = \$

_____ = \$

_____ = \$

Estimated Remaining Economic Life (if required): Years INDICATED VALUE BY COST APPROACH _____ = \$

INCOME APPROACH

INCOME APPROACH TO VALUE (if developed)☒ The Income Approach was not developed for this appraisal.

Estimated Monthly Market Rent \$ X Gross Rent Multiplier = \$ Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM): The income approach could not be utilized due to the lack of any rental/sale data in the subject neighborhood.

PUD

PROJECT INFORMATION FOR PUDs (if applicable)☐ The Subject is part of a Planned Unit Development.

Legal Name of Project:

Describe common elements and recreational facilities:

RECONCILIATION

Indicated Value by: Sales Comparison Approach \$ 240,000 Cost Approach (if developed) \$ Income Approach (if developed) \$

Final Reconciliation The Sales Comparison Approach is judged the most appropriate method of estimating the value of the subject. The Cost Approach was not considered due to the age of the subject. The Income Approach could not be utilized due to the lack of sale/rental data in the area.

This appraisal is made ☒ "as is", ☐ subject to completion per plans and specifications on the basis of a Hypothetical Condition that the improvements have been completed, ☐ subject to the following repairs or alterations on the basis of a Hypothetical Condition that the repairs or alterations have been completed, ☐ subject to the following required inspection based on the Extraordinary Assumption that the condition or deficiency does not require alteration or repair: The appraisal has been made "As Is".

☐ This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.

Based on the degree of inspection of the subject property, as indicated below, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ 240,000 , as of: 02/03/2020 , which is the effective date of this appraisal. If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.

ATTACHMENTS

A true and complete copy of this report contains 31 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report.

Attached Exhibits:

☒ Scope of Work

☒ Limiting Cond./Certifications

☐ Narrative Addendum

☒ Photograph Addenda

☒ Sketch Addendum

☒ Map Addenda

☒ Additional Sales

☐ Cost Addendum

☒ Flood Addendum

☐ Manuf. House Addendum

☐ Hypothetical Conditions

☐ Extraordinary Assumptions

☐

☐

SIGNATURES

Client Contact: Sid Gonsoulin Client Name: City of Hattiesburg

E-Mail: Sgonsoulin@hattiesburgms.com Address: P.O. Box 1898, Hattiesburg , MS 39403

APPRaiser

SUPERVISORY APPRAISER (if required) or CO-APPRaiser (if applicable)

Appraiser Name: Greg Wheeler

Supervisory or Co-Appraiser Name:

Company:

Company:

Phone: (601) 583-1006 Fax: N/A

Phone:

E-Mail: gregwheeler@bellsouth.net

E-Mail:

Date of Report (Signature): 02/06/2020

Date of Report (Signature):

License or Certification #: RA-175 State: MS

License or Certification #:

Designation: RA-175, VA-5001790

Designation:

Expiration Date of License or Certification: 12/31/2021

Expiration Date of License or Certification:

Inspection of Subject: ☒ Interior & Exterior ☐ Exterior Only ☐ None

Inspection of Subject: ☐ Interior & Exterior ☐ Exterior Only ☐ None

Date of Inspection: 02/03/2020

Date of Inspection:

GPRESIDENTIAL

Copyright© 2007 by a la mode, inc. This form may be reproduced unmodified without written permission, however, a la mode, inc. must be acknowledged and credited.
Form GPRES2 - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

3/2007

Subject Photo Page

Borrower	N/A					
Property Address	309 Crestmont Ave					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Lender/Client	City of Hattiesburg					



Subject Front

309 Crestmont Ave	
Sales Price	N/A
Gross Living Area	3,267
Total Rooms	10
Total Bedrooms	4
Total Bathrooms	3.0
Location	SW Hattiesburg
View	Residential
Site	4.21 ac
Quality	C4 (Average)
Age	59



Subject Rear



Subject Street

Supplemental Addendum

File No. 08-309 Crestmont Ave

Borrower	N/A				
Property Address	309 Crestmont Ave				
City	Hattiesburg	County	Forrest	State	MS Zip Code 39401
Lender/Client	City of Hattiesburg				

COMPARABLE LAND SALES

(1) MLS 112490 - Beverly Lane	\$65,000	1.05 Acres	09/25/2019	\$61,905/Acre (2 Lots)
(2) MLS 103639 - Pinehills Drive	\$49,575	3.81 Acres	02/22/2017	\$13,012/Acre
(3) MLS 98815 - S 40th Ave	\$220,000	9.75 Acres	12/12/2014	\$22,564/Acre
(4) MLS 105710 - S 40th Ave	\$100,000	7.63 Acres	02/09/2017	\$13,105/Acre

After consideration of the above land sales, It is the opinion of the appraiser that site adjustments would be based on differences of \$20,000 per acre between the subject's site and comparable sale number 1. Comparable sale numbers 2 & 3 were located on lots with an estimated site value of \$30,000.00 each.

Site adjustments have been based on the differences between the estimated value of the Subject's site and the comparable sales sites.

Photograph Addendum

Borrower	N/A					
Property Address	309 Crestmont Ave					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Lender/Client	City of Hattiesburg					



Detached Storage Building

Photograph Addendum - Interior View - Level 1

Borrower	N/A				
Property Address	309 Crestmont Ave				
City	Hattiesburg	County	Forrest	State	MS Zip Code 39401
Lender/Client	City of Hattiesburg				



Office



Bathroom



Den

Photograph Addendum - Interior View - Level 1

Borrower	N/A					
Property Address	309 Crestmont Ave					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Lender/Client	City of Hattiesburg					



Den



Breakfast



Foyer

Photograph Addendum - Interior View - Level 1

Borrower	N/A				
Property Address	309 Crestmont Ave				
City	Hattiesburg	County	Forrest	State	MS Zip Code 39401
Lender/Client	City of Hattiesburg				



Kitchen



Dining



Living Room

Photograph Addendum - Interior View - Level 2

Borrower	N/A					
Property Address	309 Crestmont Ave					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Lender/Client	City of Hattiesburg					



Bedroom



Bedroom



Bathroom

Photograph Addendum - Interior View - Level 2

Borrower	N/A					
Property Address	309 Crestmont Ave					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Lender/Client	City of Hattiesburg					



Closet



Bedroom



Bedroom

Photograph Addendum

Borrower	N/A					
Property Address	309 Crestmont Ave					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Lender/Client	City of Hattiesburg					



Bathroom

Photograph Addendum - Site View

Borrower	N/A					
Property Address	309 Crestmont Ave					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Lender/Client	City of Hattiesburg					



Typical View of the Subject Site



Typical View of the Subject Site



Typical View of the Subject Site

Photograph Addendum - Site View

Borrower	N/A					
Property Address	309 Crestmont Ave					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Lender/Client	City of Hattiesburg					



Typical View of the Subject Site



Typical View of the Subject Site



Typical View of the Subject Site

Photograph Addendum - Site View

Borrower	N/A					
Property Address	309 Crestmont Ave					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Lender/Client	City of Hattiesburg					



Typical View of the Subject Site



Typical View of the Subject Site



Typical View of the Subject Site

Comparable Photo Page						
Borrower	N/A					
Property Address	309 Crestmont Ave					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Lender/Client	City of Hattiesburg					



Comparable 1

105 Holly Dr	
Prox. to Subject	2.04 miles S
Sale Price	251,200
Gross Living Area	2,600
Total Rooms	9
Total Bedrooms	3
Total Bathrooms	3.1
Location	SW Hattiesburg
View	Residential
Site	1.56 ac
Quality	C4 (Average)
Age	42



Comparable 2

608 Woodland Hills Dr	
Prox. to Subject	0.34 miles SE
Sale Price	200,000
Gross Living Area	2,800
Total Rooms	8
Total Bedrooms	3
Total Bathrooms	2.1
Location	SW Hattiesburg
View	Residential
Site	19,500 sf
Quality	C4 (Average)
Age	55

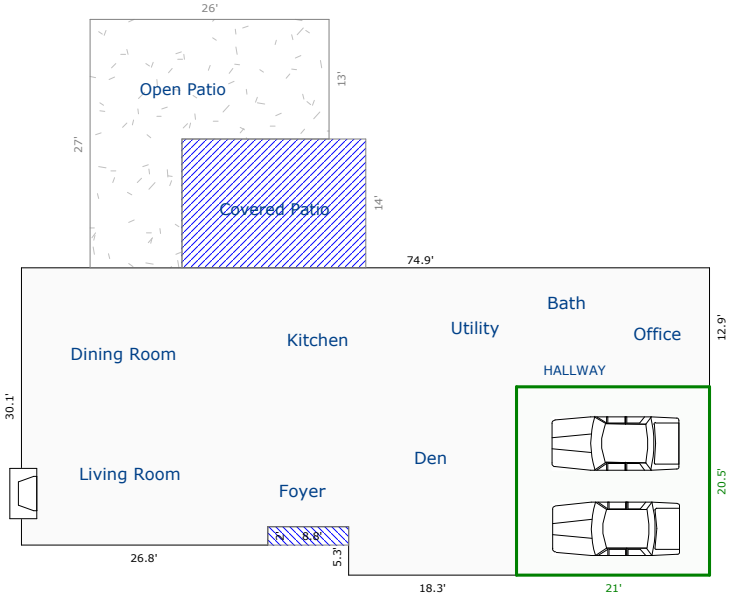


Comparable 3

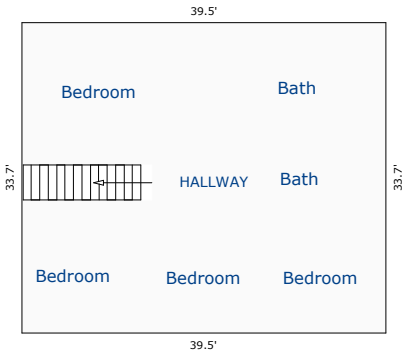
300 Beverly Ln	
Prox. to Subject	0.30 miles SW
Sale Price	211,400
Gross Living Area	2,767
Total Rooms	9
Total Bedrooms	4
Total Bathrooms	2.1
Location	SW Hattiesburg
View	Residential
Site	22,888 sf
Quality	C4 (Average)
Age	55

Building Sketch

Borrower	N/A					
Property Address	309 Crestmont Ave					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Lender/Client	City of Hattiesburg					



SECOND LEVEL



Sketch by Apex Sketch v5 Standard™

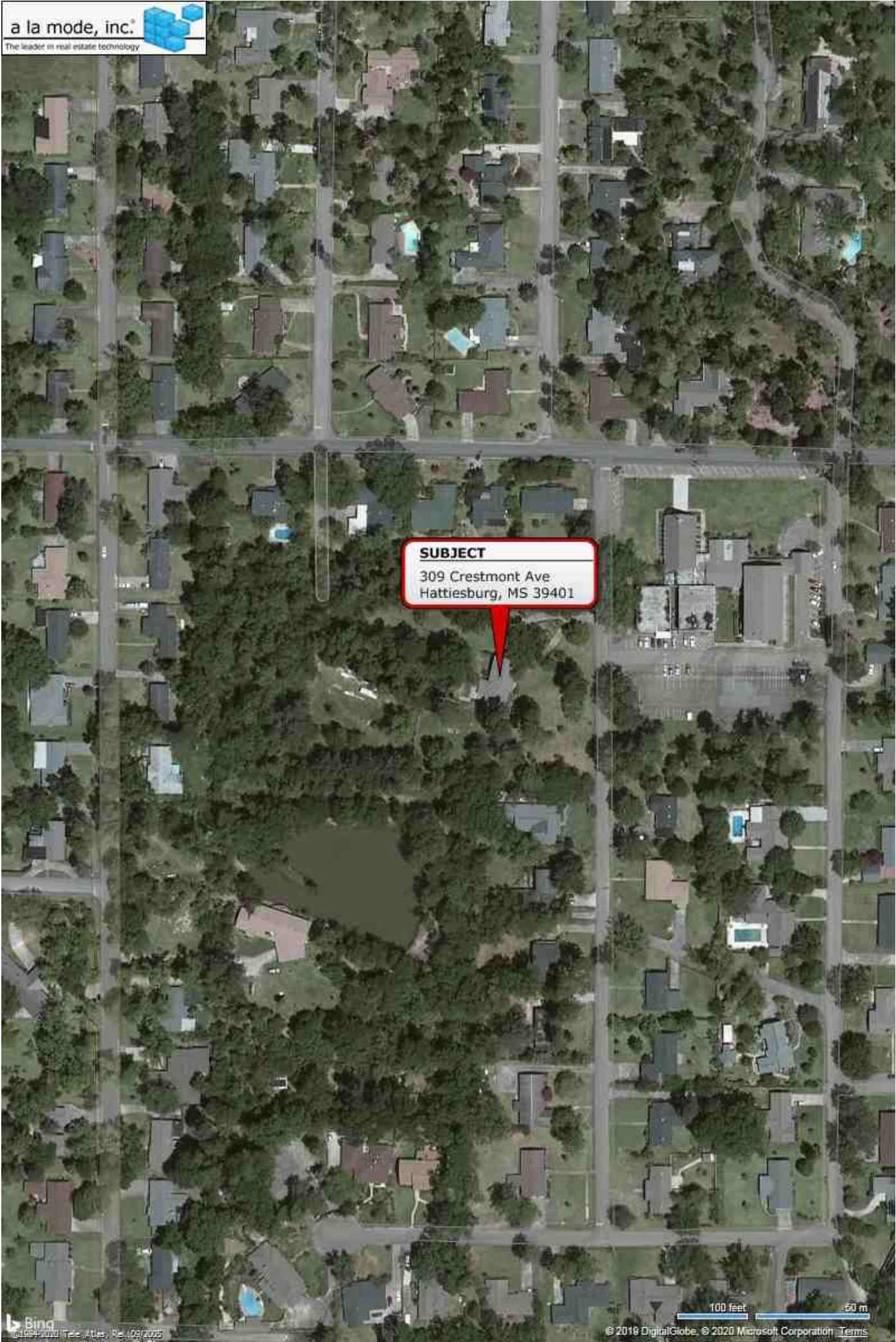
Comments:

AREA CALCULATIONS SUMMARY			
Code	Description	Net Size	Net Totals
GLA1	First Floor	1936.08	1936.08
GLA2	Second Floor	1331.15	1331.15
GAR	Garage	430.50	430.50
P/P	Porch	17.60	
	Covered Patio	280.00	
	Patio	478.00	775.60
Net LIVABLE Area		(rounded)	3267

LIVING AREA BREAKDOWN			
Breakdown			Subtotals
First Floor			
74.9	x	12.9	966.21
15.2	x	53.9	819.28
5.3	x	18.3	96.99
2.0	x	26.8	53.60
Second Floor			
39.5	x	33.7	1331.15
5 Items			(rounded) 3267

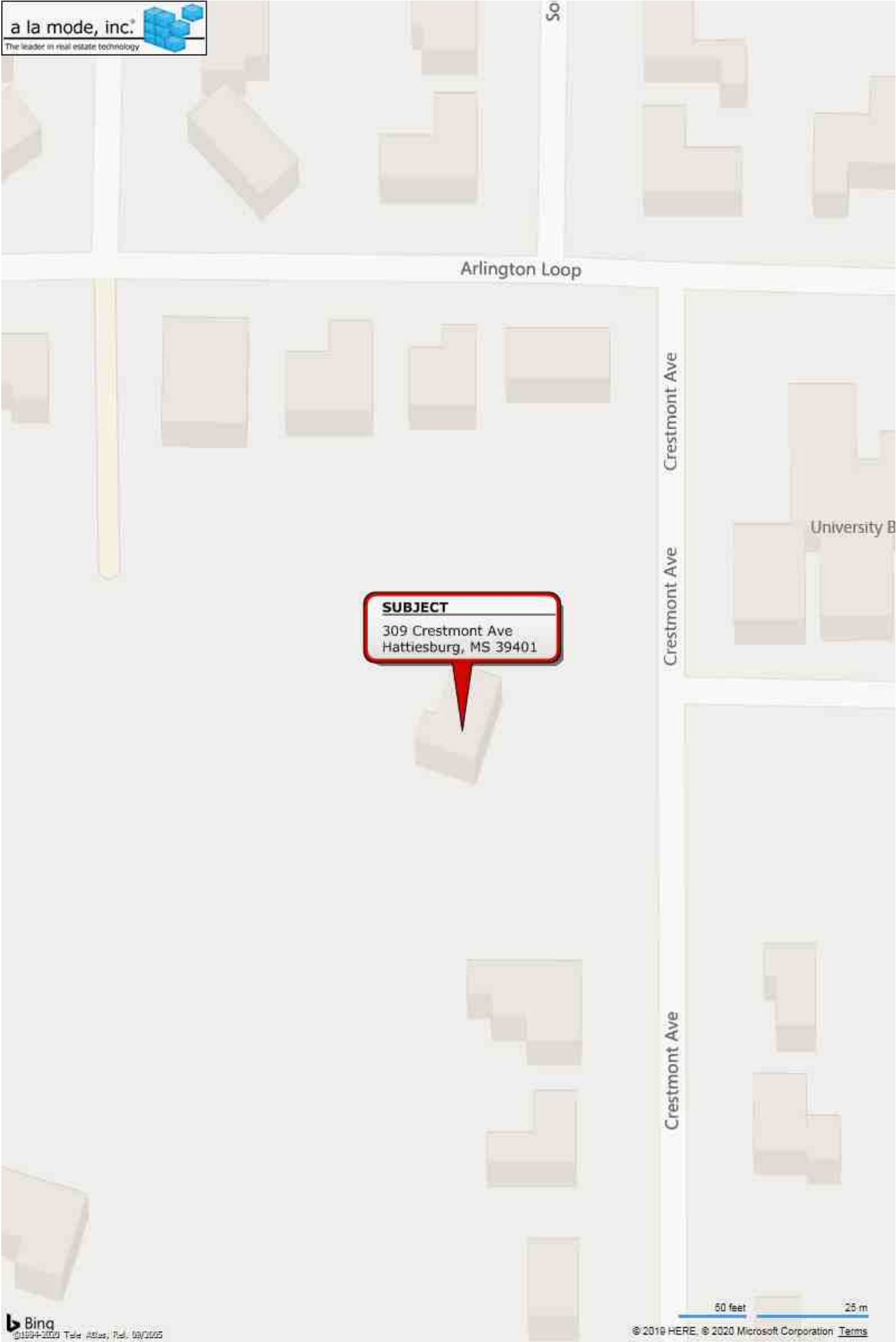
Aerial Map

Borrower	N/A				
Property Address	309 Crestmont Ave				
City	Hattiesburg	County	Forrest	State	MS Zip Code 39401
Lender/Client	City of Hattiesburg				



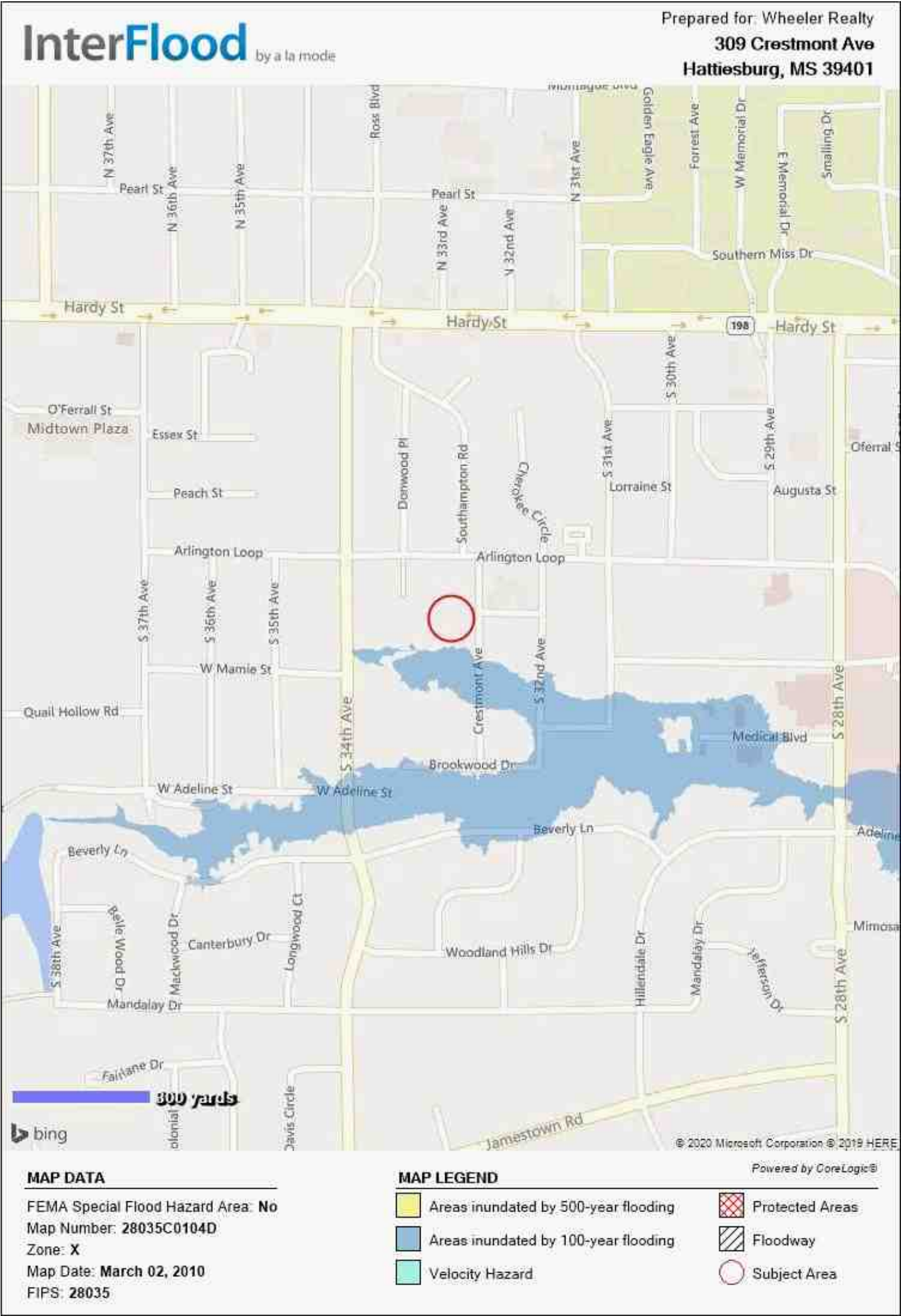
Location Map

Borrower	N/A					
Property Address	309 Crestmont Ave					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Lender/Client	City of Hattiesburg					



Flood Map

Borrower	N/A				
Property Address	309 Crestmont Ave				
City	Hattiesburg	County	Forrest	State	MS Zip Code 39401
Lender/Client	City of Hattiesburg				



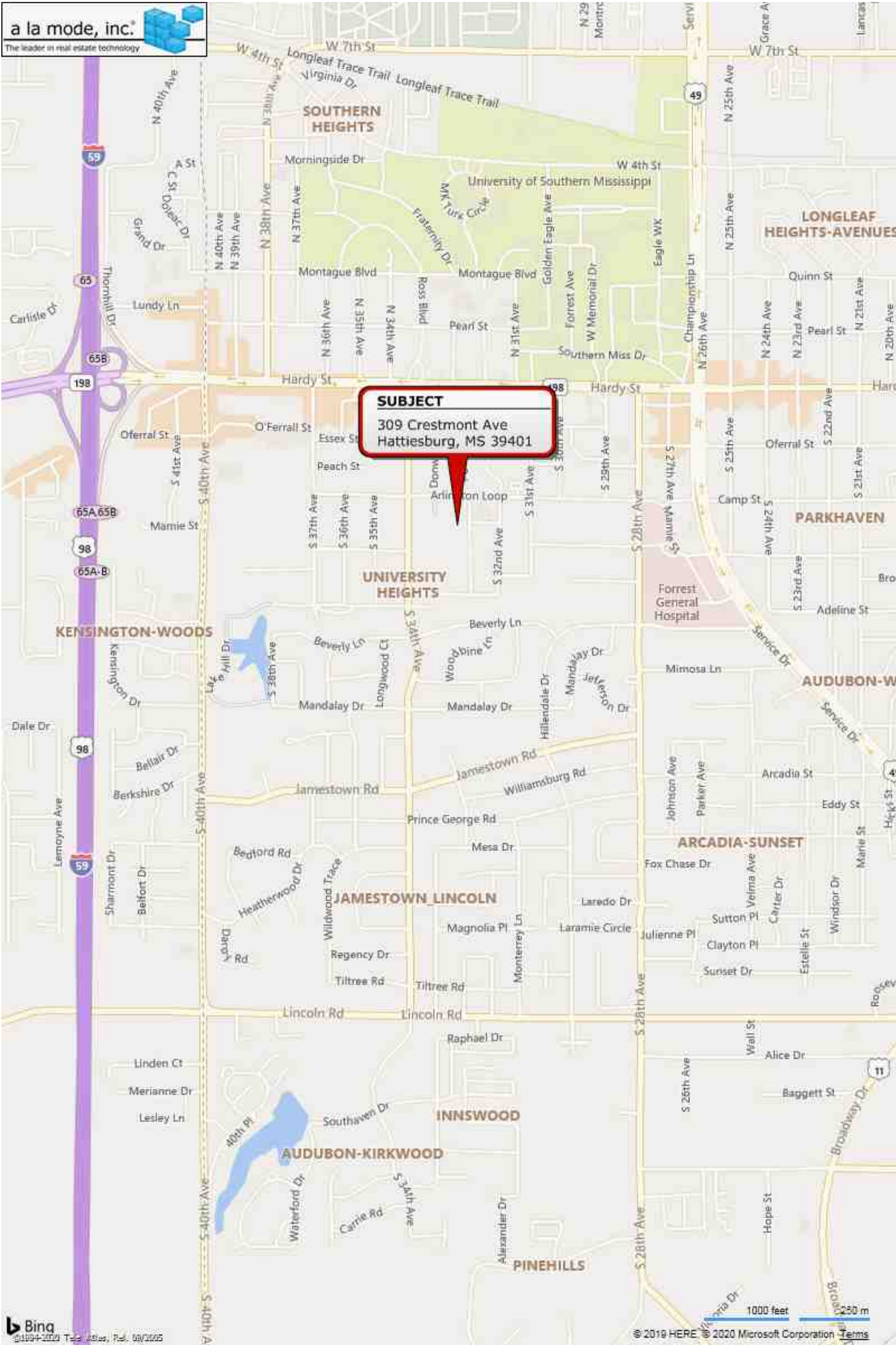
Plat Map

Borrower	N/A				
Property Address	309 Crestmont Ave				
City	Hattiesburg	County	Forrest	State	MS Zip Code 39401
Lender/Client	City of Hattiesburg				



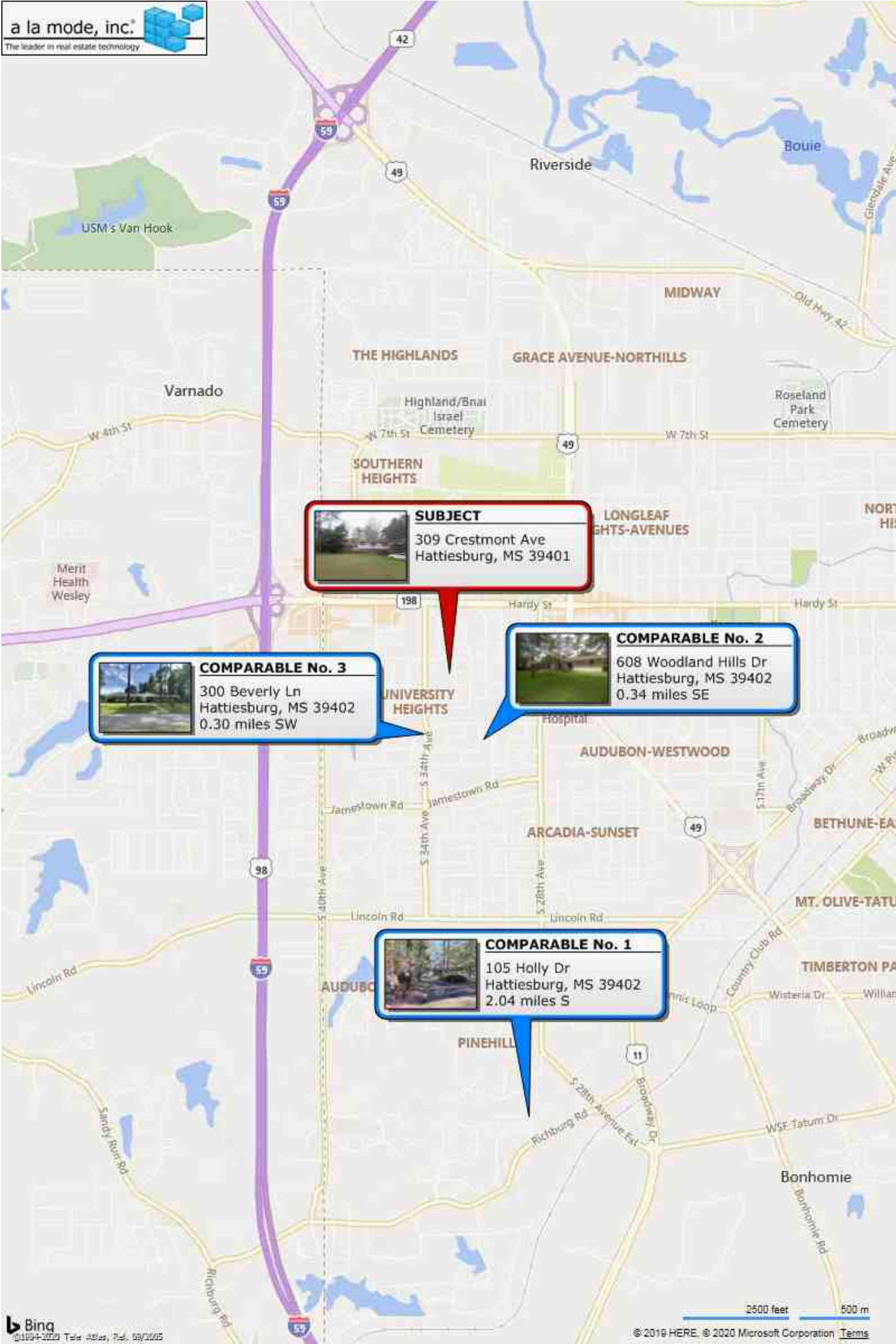
Neighborhood Map

Borrower	N/A				
Property Address	309 Crestmont Ave				
City	Hattiesburg	County	Forrest	State	MS Zip Code 39401
Lender/Client	City of Hattiesburg				



Comparable Sales Map

Borrower	N/A					
Property Address	309 Crestmont Ave					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Lender/Client	City of Hattiesburg					





Property Appraisal Link
FORREST COUNTY, MS

Current Date 1/27/2020 Tax Year 2019

APPRAISAL INQUIRY
PARCEL 2-028N-07-147.00 ALT PARCEL NUMBER 213 -0000-007-062.00
PPIN 026528 SKETCH 1 [VIEW 01](#)
OWNER NAME M & M LAND COMPANY LLC
OWNER ADDRESS 309 CRESTMONT AVENUE
HATTIESBURG MS394020000
PROPERTY ADDRESS 309 CRESTMONT AVENUE
PROPERTY IS VACANT (Y/N) N
FIELD WORK BY DATE: //
CLASSED BY DATE: //
REVIEWED BY ODO DATE: 8/19/2014
REALTOR CODE

LEGAL DESCRIPTION
1 BG 165FT S 750FT W NE/CR SW1/4
2 SE1/4 S 330FT W 556FT N 330FT
3 E 556FT TO BG
4 PREV #:H1012-00-062

Block 007 Section 07 Township 04N Range 13W
Book 852 Page 590 Type Date 11/30/2000

LOT INFORMATION
LOT CODE ALL LOT SIZE LOT VALUE 77410

CODE	FRONT FT	DEPTH	PRICE	DEPTH TABLE	DEPTH %	ADJ. %	DESCRIPTION	ADJ PRICE	APPRAISED	CLASS
OVER	1.00		77414.40	99	1.00	1.00		77414.40	77410	1

ACRE INFORMATION
ACRES TYPE QUAL CLASS PRICE CODE UNCULTIVATED CODE PRICE ADJ. % DESCRIPTION APPRAISED MARKET
*** NO ACREAGE INFO ***

ACREAGE VALUE OVERALL VALUE 77410
LAND USE CODE CLASS 1 1110 ONE FAMILY UNIT
LAND USE CODE CLASS 2 1110 ONE FAMILY UNIT

BUILDING DESCRIPTIONS				
NUMBER	CODE	BUILDING DESCRIPTION	VALUE	ELIGIBLE CLASS 1
001	001	RESIDENCE	102400	Y
002	A06	UTILITY	1460	Y

TOTAL PARCEL VALUE 181270



[Back](#)

Property Appraisal Link
FORREST COUNTY, MS

Current Date 1/27/2020

APPRAISAL INQUIRY

PARCEL 2-028N-07-147.00 ALT PARCEL NUMBER 213 -0000-007-062.00
PPIN 026528 SKETCH 1
OWNER NAME M & M LAND COMPANY LLC

APPRAISAL SUMMARY - STRUCTURE CLASS R AND C

EXTERIOR	BRICK VENEER	WOOD & SHEATING
ROOF TYPE	GABLE	
ROOF MATERIAL	ASPHALT SHNG H/D	
FLOORS	VINYL TILE	
INTERIOR	DRYWALL	
PLUMBING	AVERAGE	
ELECTRIC	AVERAGE	
EXTRAS	3 Fix. Bath	
	H&AC W/DUCTS	
	1 Story	2 Story

BASIC AREA	2439
UNITS: CONST 97	
CLASS D+ CLASS UNITS	5
= TOTAL UNITS	102
X RATES: BASE 38.41 ADJ.	39.18
X INDEX 1.090 COST/SF	42.71
X ADJUSTED AREA	3449
= BASIC COST	147307
+ EXTRA FEATURES	29239
= ADJUSTED COST	176546
DEPRECIATION:	
STRAIGHT	47
ADDITIONAL	11
OVERRIDE	
X CONDITION	58 %
= DEPRECIATED COST	102397
X NUMBER OF BUILDINGS	1
FINAL VALUE	102400
OVERRIDE VALUE	
YEAR BUILT 1961	
OVERRIDE REASON	

[View Tax Record](#)

[Back](#)



Property Link
FORREST COUNTY, MS

Current Date 1/27/2020

Tax Year 2019
Records Last Updated 1/27/2020

PROPERTY DETAIL

OWNER M & M LAND COMPANY LLC ACRES : **NA**
309 CRESTMONT AVENUE LAND VALUE : 77410
HATTIESBURG MS 39402-0000 IMPROVEMENTS : 103860
TOTAL VALUE: 181270
ASSESSED : 27191

PARCEL 2-028N-07-147.00
ADDRESS 309 CRESTMONT AVENUE

TAX INFORMATION

YEAR 2019	TAX DUE	PAID	BALANCE
COUNTY	1769.05	0.00	1769.05
CITY	1444.66	0.00	1444.66
SCHOOL	1742.94	0.00	1742.94
TOTAL	4956.65	0.00	4956.65

Pay Tax

LAST PAYMENT DATE **NA**

MISCELLANEOUS INFORMATION

EXEMPT CODE		LEGAL	BG 165FT S 750FT W NE/CR SW1/4
HOMESTEAD CODE	None		SE1/4 S 330FT W 556FT N 330FT
TAX DISTRICT	1110		E 556FT TO BG
PPIN	026528		PREV #:H1012-00-062
SECTION	07		B 852 P 590 11/30/2000
TOWNSHIP	04N		
RANGE	13W		
Book	852	Page	590

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By
NO TAX SALES FOUND		

View Appraisal Record

Back

QUALIFICATIONS OF GREG WHEELER

EDUCATION:

Diploma in 1980

Hattiesburg High School
Hattiesburg, Mississippi
Business Emphasis

Diploma in 1987

University of Southern Mississippi
Hattiesburg, Mississippi
Bachelor of Science in Real Estate/Insurance

Courses Completed in Real Estate:

REI 330 (Real Estate Principles)
REI 340 (Real Estate Law)
REI 432 (Real Estate Finance)
REI 434 (Income Property Valuation)
REI 470 (Real Estate Brokerage)

Received a passing grade on the SREA Course 101:
"An Introduction to Appraising Real Property"
at the University of San Francisco, July 8 - 19, 1985;

Received a passing grade on the AIREA Course 8-2:
"Residential Valuation"
at the University of San Diego, June 12-19, 1987;

Passed the Mississippi Real Estate License Exam in February, 1985,
Salesman Number (S-18224);

Passed the Mississippi Real Estate Brokers Exam in March, 1985, Broker Number (9669);

Passed the experience credits requirement for the SRA designation from the
Appraisal Institute;

Passed the Mississippi Certified Residential Real Estate Exam in 1991,
License Number (RA-175).

QUALIFICATIONS OF GREG WHEELER (Continued)

WORK EXPERIENCE:

1980 - 1984	Employed by J. Ed Turner, Inc.
1984 - 1989	Employed as an independent fee appraiser for J. Ed Turner, Inc.
1990 - Present	Owner/Broker of Wheeler Realty

MISCELLANEOUS:

Member of the Hattiesburg Board of Realtors;

Member of the National Association of Realtors;

Member of the Hattiesburg Multiple Listing Services, Inc.;

Associate member of the Hattiesburg Mortgage Bankers Association;

Certified Residential Real Estate Appraiser, (RA-175).

State of Mississippi
MISSISSIPPI REAL ESTATE COMMISSION

LICENSE# 9669 STATUS Active
WHEELER GREG

HAS BEEN GRANTED A LICENSE AS A
REAL ESTATE BROKER

Expiration date 12/31/2021


SIGNATURE OF LICENSEE
ROBERT E. PRAYTOR, ADMINISTRATOR

State of Mississippi
MISSISSIPPI REAL ESTATE COMMISSION

LICENSE# 10865 STATUS Active
WHEELER REALTY

HAS BEEN GRANTED A LICENSE AS A
REAL ESTATE BROKER

Expiration date 12/31/2021


SIGNATURE OF LICENSEE
ROBERT E. PRAYTOR, ADMINISTRATOR

State of Mississippi



**Mississippi Real Estate Appraiser Licensing
and Certification Board**

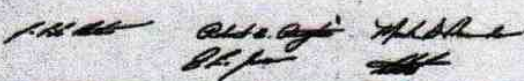
This is to certify that **GREG J. WHEELER** License Number **RA-175**
(originally issued 09/22/93)

Whose place of business is located at **301 Humble Avenue, Suite 117
Hattiesburg, Mississippi 39401**

is duly licensed as a **State Certified Residential Real Estate Appraiser** in the State of Mississippi from the date of issuance. The license will remain in force when properly supported by a current pocket identification card. In witness whereof, the MISSISSIPPI REAL ESTATE APPRAISER LICENSING AND CERTIFICATION BOARD has caused this license to be issued by virtue of the authority vested in it by Section 73-34 of the Mississippi Code of 1972 annotated.

In witness thereof, we have caused the Official Seal to be affixed,
this the **19th** day of **November, 2001**





Property Address:	309 Crestmont Ave	City:	Hattiesburg	State:	MS	Zip Code:	39401
Client:	City of Hattiesburg	Address:	P.O. Box 1898, Hattiesburg , MS 39403				
Appraiser:	Greg Wheeler	Address:	P.O. Box 15304, Hattiesburg, MS 39404				

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- The appraiser may have provided a sketch in the appraisal report to show approximate dimensions of the improvements, and any such sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size. Unless otherwise indicated, a Land Survey was not performed.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- If the cost approach is included in this appraisal, the appraiser has estimated the value of the land in the cost approach at its highest and best use, and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used. Unless otherwise specifically indicated, the cost approach value is not an insurance value, and should not be used as such.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- If this appraisal is indicated as subject to satisfactory completion, repairs, or alterations, the appraiser has based his or her appraisal report and valuation conclusion on the assumption that completion of the improvements will be performed in a workmanlike manner.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database.
- An appraisal of real property is not a 'home inspection' and should not be construed as such. As part of the valuation process, the appraiser performs a non-invasive visual inventory that is not intended to reveal defects or detrimental conditions that are not readily apparent. The presence of such conditions or defects could adversely affect the appraiser's opinion of value. Clients with concerns about such potential negative factors are encouraged to engage the appropriate type of expert to investigate.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Under USPAP Standards Rule 2-2(b), this is a Restricted Appraisal Report, and is intended only for the sole use of the named client. There are no other intended users. The client must clearly understand that the appraiser's opinions and conclusions may not be understood properly without additional information in the appraiser's work file.

In developing this appraisal, the appraiser has incorporated only the Sales Comparison Approach. The appraiser has excluded the Cost and Income Approaches to Value, due to being inapplicable given the limited scope of the appraisal. The appraiser has determined that this appraisal process is not so limited that the results of the assignment are no longer credible, and the client agrees that the limited scope of analysis is appropriate given the intended use.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):

Certifications

08-309 Crestmont Ave

File No.: 08-309 Crestmont Ave

Property Address:	309 Crestmont Ave	City:	Hattiesburg	State:	MS	Zip Code:	39401
Client:	City of Hattiesburg	Address:	P.O. Box 1898, Hattiesburg , MS 39403				
Appraiser:	Greg Wheeler	Address:	P.O. Box 15304, Hattiesburg, MS 39404				

APPRAISER'S CERTIFICATION

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

- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported 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 no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- 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 development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

Additional Certifications:

DEFINITION OF MARKET VALUE *:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

Client Contact: Sid Gonsoulin	Client Name: City of Hattiesburg
E-Mail: Sgonsoulin@hattiesburgms.com	Address: P.O. Box 1898, Hattiesburg, MS 39403

APPRAISER

SUPERVISORY APPRAISER (if required)
or CO-APPRAISER (if applicable)

Appraiser Name: Greg Wheeler

Company:

Phone: (601) 583-1006

Fax: N/A

E-Mail: greqwheeler@bellsouth.net

Date Report Signed: 02/06/2020

License or Certification #: RA-175

Designation: RA-175, VA-5001790

Expiration Date of License or Certification: 12/31/2021

Inspection of Subject: ☒ Interior & Exterior ☐ Exterior Only ☐ None

Date of Inspection: 02/03/2020

Supervisory or

Co-Appraiser Name:

Company:

Phone:

E-Mail:

Date Report Signed: _____

License or C

Designation: _____

Expiration Date of License or Certification:

Inspection of Subject: ☐ Interior & Exterior ☐ Exterior Only ☐ None

Date of Inspection:

SIGNATURES



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, June 2, 2020

Re: Approve Plans and Specifications for the C. E. Roy Pathway Project and authorize advertisement for bids.
File Number: 2020-357
Minute Book #

Summary

Approve Plans and Specifications for the C. E. Roy Pathway Project and authorize advertisement for bids.

Recommendation Statement

I recommend approval of this item.

Please place this on the June 2, 2020 City Council meeting for consideration.

ADVERTISEMENT FOR BIDS

C.E. ROY PATHWAY

CITY OF HATTIESBURG, MISSISSIPPI

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, until 10:00 A.M., Local Time, Thursday, **July 9**, 2020 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. Work consists of constructing a 10' concrete pathway near C.E. Roy Community Center from 6th Street to 4th Street. When bids are submitted electronically, the same requirements for submitting sealed bids shall apply. Electronic bids shall be submitted online at www.hattiesburgsbids.com and shall include a document representing the cover of the envelope containing the aforementioned criteria.

The above general outline of features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all labor, equipment and materials required by the specifications and the drawings referred to therein.

Bidder must be qualified under Mississippi Law and show current Certificate of Responsibility issued by the Mississippi State Board of Public Contractors establishing his classification as to the value and type of construction on which he is authorized to bid.

Each Bidder shall write his Certificate of Responsibility Number on the outside of the sealed envelope containing his proposal.

Proposals shall be submitted in duplicate, sealed and deposited with the Owner prior to the hour and date hereinbefore designated. No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident bidder's state awards contracts to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so-called Golden Rule is followed state law requires a non-resident bidder is to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

Each Bidder must deposit with his proposal, a Bid Bond or Certified Check in an amount equal to five percent of his bid, payable to the Owner, as bid security. Bidders shall also submit a current financial statement, if requested, by the Owner. The successful bidder will be required to furnish a Payment Bond and Performance Bond each in the amount of 100 percent of the contract amount.

Bid documents are being made available via paper copy or pdf. All interested bidders are required to log-in or register for an account at www.hattiesburgsbids.com OR www.neel-schafferplans.com to view and order Bid Documents. All plan holders are required to have a valid email address for registration. Bid documents are non-refundable and must be purchased through the website. Questions regarding website registration and online orders please contact Plan House Printing at (601) 336-6378.

"Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition" as referred to herein, may be purchased from the Mississippi Department of Transportation.

The Owner hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The Engineer is Neel-Schaffer, Inc., 704 Hardy Street, Hattiesburg, Mississippi 39401; Phone No. (601) 545-1565, Fax No. (601)-545-2267. Geoffrey P. Crosby, P.E. – Senior Project Manager.

The Owner reserves the right to reject any and all bids and to waive any informalities or irregularities therein.

BY: _____
City Clerk
City of Hattiesburg, Mississippi

DATES OF PUBLICATION:

June 10, 2020

June 17, 2020

***CONTRACT DOCUMENTS AND TECHNICAL
SPECIFICATIONS***

FOR

C.E. ROY PATHWAY

FOR THE

**CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY**



MAY 2020

PREPARED BY



CONTENTS

Bidders Information and Bid Forms

Advertisement for Bids	00030-1
Instructions to Bidders	00100-1
Bidder's Proposal	00300-1
Contract Forms.....	00500-1

Project Manual

EJCDC	00700-1
Supplementary Conditions.....	00800-1

Technical Specifications

Division 01 – General Requirements

01010 Summary of Work	01010-1
01025 Measurement and Payment	01025-1
01026 Schedule of Values	01026-1
01027 Applications for Payment	01027-1
01030 Special Project Procedures.....	01030-1
01041 Project Coordination	01041-1
01041.1 Utility Coordination	01041.1-1
01045 Cutting and Patching.....	01045-1
01050 Field Engineering.....	01050-1
01060 Regulatory Requirements.....	01060-1
01200 Project Meetings	01200-1
01310 Construction Schedules.....	01310-1
01340 Shop Drawings, Project Data, and Samples.....	01340-1
01410 Testing Laboratory Services	01410-1
01600 Material and Equipment.....	01600-1
01630 Substitutions	01630-1
01710 Cleaning	01710-1
01720 Project Record Documents	01720-1
01740 Warranties and Bonds.....	01740-1

ADVERTISEMENT FOR BIDS

C.E. ROY PATHWAY

CITY OF HATTIESBURG, MISSISSIPPI

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, until 10:00 A.M., Local Time, Thursday, **July 9**, 2020 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. Work consists of constructing a 10' concrete pathway near C.E. Roy Community Center from 6th Street to 4th Street. When bids are submitted electronically, the same requirements for submitting sealed bids shall apply. Electronic bids shall be submitted online at www.hattiesburgsbids.com and shall include a document representing the cover of the envelope containing the aforementioned criteria.

The above general outline of features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all labor, equipment and materials required by the specifications and the drawings referred to therein.

Bidder must be qualified under Mississippi Law and show current Certificate of Responsibility issued by the Mississippi State Board of Public Contractors establishing his classification as to the value and type of construction on which he is authorized to bid.

Each Bidder shall write his Certificate of Responsibility Number on the outside of the sealed envelope containing his proposal.

Proposals shall be submitted in duplicate, sealed and deposited with the Owner prior to the hour and date hereinbefore designated. No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident bidder's state awards contracts to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so-called Golden Rule is followed state law requires a non-resident bidder is to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

Each Bidder must deposit with his proposal, a Bid Bond or Certified Check in an amount equal to five percent of his bid, payable to the Owner, as bid security. Bidders shall also submit a current financial statement, if requested, by the Owner. The successful bidder will be required to furnish a Payment Bond and Performance Bond each in the amount of 100 percent of the contract amount.

Bid documents are being made available via paper copy or pdf. All interested bidders are required to log-in or register for an account at www.hattiesburgsbids.com OR www.neel-schafferplans.com to view and order Bid Documents. All plan holders are required to have a valid email address for registration. Bid documents are non-refundable and must be purchased through the website. Questions regarding website registration and online orders please contact Plan House Printing at (601) 336-6378.

"Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition" as referred to herein, may be purchased from the Mississippi Department of Transportation.

The Owner hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The Engineer is Neel-Schaffer, Inc., 704 Hardy Street, Hattiesburg, Mississippi 39401; Phone No. (601) 545-1565, Fax No. (601)-545-2267. Geoffrey P. Crosby, P.E. – Senior Project Manager.

The Owner reserves the right to reject any and all bids and to waive any informalities or irregularities therein.

BY: _____
City Clerk
City of Hattiesburg, Mississippi

DATES OF PUBLICATION:

June 10, 2020

June 17, 2020

INSTRUCTIONS TO BIDDERS
C.E. ROY PATHWAY
CITY OF HATTIESBURG, MISSISSIPPI

CONTENTS

1.	Coordination of Specifications	00100-2
2.	Date and Place of Opening of Proposals.....	00100-2
3.	Form for Proposals.....	00100-2
4.	Prequalification	00100-3
5.	Certificate of Responsibility	00100-3
6.	Annual License to Bid	00100-3
7.	Charges for Proposals, Plans and Specifications	00100-3
8.	Omissions and Discrepancies.....	00100-3
9.	Addenda	00100-3
10.	Interpretations	00100-4
11.	Bid Security	00100-4
12.	General Information.....	00100-4
13.	Rejection of Proposal.....	00100-4
14.	Conditions of Work	00100-5
15.	Security for Faithful Performance	00100-5
16.	Insurance	00100-5
17.	Subcontractors	00100-5
18.	Method of Award – Lowest Responsive Bidder	00100-5
19.	Obligation of Bidder	00100-6
20.	Subsurface Data	00100-6
21.	Execution of Contract	00100-6
22.	Interchangeable Terms	00100-6
23.	Qualifications of Bidder, Owner's Rights	00100-6
24.	Materials and Equipment	00100-7
25.	Non-Resident Bidders.....	00100-7
26.	Designating Owner and Engineer	00100-7
27.	Materials Testing and Construction Staking.....	00100-7
28.	Contract Time	00100-7

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: C.E. ROY PATHWAY
CITY OF HATTIESBURG, MISSISSIPPI**

BY _____

Certificate of Responsibility No. _____

State License No. _____

The duplicate Proposals shall be in the form of one original Proposal, marked "ORIGINAL" and one photocopy (Xerox or similarly reproduced copy) marked "PHOTOCOPY" of the original Proposal.

If Proposals are forwarded by the U.S. Postal Service, delivery shall be by Registered or Certified Mail.

4. PREQUALIFICATION

All Bidders must be in good standing with the Owner. Bidders who are not in good standing with the Owner will not be considered for award of the contract. Good standing includes, among other things: (a) whether Bidder has failed to successfully complete the work or punchlist items under another Owner contract; (b) whether Bidder is currently, or has been in the past five years, involved in litigation with the Owner regarding work under another Owner contract, either as a general contractor or subcontractor; (c) whether Bidder has been or is currently in default under another Owner contract the past five years. with the Owner; or (d) whether Bidder has failed to fulfill provisions of another Owner contract within

5. CERTIFICATE OF RESPONSIBILITY

Prior to filing Bids on Owner projects (in excess of \$50,000), the prospective Bidder must obtain a Certificate of Responsibility from the Mississippi State Board of Public Contractors, establishing his classification as to the value and the type of construction on which he is authorized to bid. Application must be submitted to the Board at least 30 days prior to a regular Board meeting scheduled every Quarter on the first Tuesday of January, April, July and October.

6. ANNUAL LICENSE TO BID (Not Used)

7. CHARGES FOR PROPOSALS, PLANS AND SPECIFICATIONS

Prospective Bidders may obtain Proposal forms including one copy of Contract Documents upon payment of the amount of money stipulated in the "Advertisement for Bids."

No refunds will be made for return of Plans or Specifications.

In the event all Bids are rejected and the Project is re-advertised, the original Bidders shall **NOT** be entitled to free Bidders Proposal forms for the subsequent letting.

8. OMISSIONS AND DISCREPANCIES

Should a Bidder find discrepancies, errors or omissions in the Drawings or Specifications, or should he be in doubt as to the correctness of the Plan details, dimensions and layout, he should immediately notify the Engineer in order to permit checking and any necessary revisions or modifications.

9. ADDENDA

Prior to the date set for opening of Bids, the right is reserved, in the interests of the Owner, as it may require, to revise or amend the Contract Documents. Such revisions, if any, will be announced by an Addendum or Addenda, and copies of such Addenda will be furnished to all prospective Bidders who have purchased Plans and Specifications for acknowledgment by return fax. If the revisions and Addenda are of a nature which require material changes in quantities or prices Bid, or both, the date set for opening Bids may be postponed to enable Bidders to revise their Bids. In such case, the Addendum or Addenda will include an announcement of the new date for opening Bids.

10. INTERPRETATIONS

No oral interpretation made to any Bidder as to the meaning of the Contract Documents shall be

considered an effective modification of any of the provisions of the Contract Documents. In order to ensure appropriate and concise responses, and avoid any misinterpretations, no verbal questions will be received. Written requests for interpretation of the Plans and Specifications shall be submitted to the Engineer at least 10 days prior to opening of Proposals so that a formal decision can be given in writing to all known prospective Bidders in the form of an Addendum. The Contract Document contains the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

11. BID SECURITY

All Bids shall be accompanied by a Bid Security in the form of a Certified Check upon a national or state bank or a Bid Bond made by a bonding company registered in the State of Mississippi, drawn and made payable to the Owner in an amount equal to five percent of the Bid. The Certified Check or Bid Bond must be enclosed in the same envelope with the Bid. Except as noted below, the Bid Security of all known unsuccessful Bidders will be returned promptly after a Notice of Award has been sent to the successful Bidder or in the event that all Bids are rejected.

The Bid Security of the next two lowest qualified Bidders will be retained until the Contract has been executed with the lowest qualified Bidder. The Bid Security of the successful Bidder will be returned when satisfactory Performance and Payment Bonds have been furnished and approved and the Contract executed.

12. GENERAL INFORMATION

Bidders shall inform themselves and comply with all pertinent Owner regulations and ordinances, State and Federal laws, licenses and tax liabilities which may in any manner affect their Bids and the prosecution of the work. The successful bidder will be responsible for obtaining all building, plumbing, and electrical permits required by the local city government. Special attention is directed to the rules and regulations published by the Mississippi State Tax Commission outlining certain taxes imposed on Contractors by the state of Mississippi.

13. REJECTION OF PROPOSAL

Proposals may be rejected in the case of any omission, alterations of forms, additions or conditions not called for, unauthorized alternate Bids, incomplete Bids, erasures or irregularities of any kind. Bids received conditioning their consideration or rejection upon Bids for the other work submitted by the same Bidder may be classed as irregular, unless the Contract Documents specifically invite or permit conditional or combination Bids. Bids in which the prices obviously are unbalanced may be rejected.

14. CONDITIONS OF WORK

Each Bidder must inform himself fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of his Contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

15. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the Executed Contract, the Contractor shall furnish a Performance Bond and a Payment Bond each in the sum of 100% of the Contract amount as security for faithful performance of his Contract and for the payment of all persons performing labor on the Project under his Contract and furnishing materials in connection with his Contract, as specified in the Contract Documents. The surety of such Bonds shall be issued by a duly authorized surety company listed on the Treasury Department's most current list Circular 570 (as amended) and satisfactory to the Owner.

Attorneys in fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their Power of Attorney. Failure of the successful Bidder to execute the Contract and to supply the required bonds within 10 calendar days from the date that the Notice of Award is delivered, or within such extended period as the Owner may grant based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner, at his discretion, may either award the Contract to the next lowest qualified Bidder or readvertise for Bids, and may charge against the Bidder the difference between the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable bid is received by readvertising, the defaulting Bidder shall have no claim against the Owner for a refund. The Contractor's bond will not be released until all provisions of the Contract have been fulfilled.

16. INSURANCE

The Contractor will be required to carry the types and amounts of insurance named in the Contract Documents for the full life of the Contract.

17. SUBCONTRACTORS

Bidders are specifically advised that any person, firm or other party to whom it is proposed to award a Subcontract must be acceptable to the Owner. Nothing contained in the Contract Documents shall create any contractual relation between subcontractor and the Owner.

18. METHOD OF AWARD – LOWEST RESPONSIVE BIDDER

The Owner will award the Contract to the lowest and best Bid unless all Bids are rejected. The award will be based on the evaluation of the low bid for the total base bid or the total alternate bid as decided upon by the Owner.

The responsiveness of the low Bidder shall be determined by (1) the completeness and regularity of the Bidders Proposal; (2) the Bidders Proposal being without exclusions or special conditions; (3) the Bid Form having no alternative Bids for any item unless requested in the Technical Specifications; and (4) such other factors as may be considered under State law, Federal law or regulation.

The evaluation of the low bidder will be based on whether the Bidder (1) maintains a permanent place of business; (2) has adequate plant equipment to do the work properly and within the time limit that is established; (3) has adequate financial status to meet his obligations contingent to the work; (4) has adequate manpower and present workload is such that he can perform according to a reasonable schedule; and (5) such other factors as may be considered under State law, Federal law or regulation.

19. OBLIGATION OF BIDDER

At the time of the opening of Bids, each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Plans and Contract Documents (including all Addenda).

The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to his Bid. Submission of Bid shall be accepted as prima facie evidence that Bidder has inspected the site and is familiar with the Plans and Contract Documents.

20. SUBSURFACE DATA

Not Used.

21. EXECUTION OF CONTRACT

If the successful Bidder is a corporation, the officer who signs the Contract shall furnish copies of the resolution of the Directors of the corporation authorizing him to sign the contract. Such resolution should bear the seal of the corporation.

Subject to the applicable provisions of law, the Contract shall be in full force and effect only from and after the date when a fully executed and approved counterpart thereof has been rendered or delivered, or both, to the Contractor or his duly authorized agent or representative. Deposit of said counterpart in the United States mail in an envelope or wrapper properly addressed shall constitute compliance with these provisions by the Owner.

22. INTERCHANGEABLE TERMS

The terms "Bid" and "Proposal" wherever they are used in the Contract Documents are interchangeable and have the same meaning. The terms "Contract" and "Agreement", are interchangeable and have the same meaning. The terms "Contract Drawings" and "Plans", are interchangeable and have the same meaning.

23. QUALIFICATIONS OF BIDDER, OWNER'S RIGHTS

The Owner may make such investigation as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

24. MATERIALS AND EQUIPMENT

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a manufacturer, fabricator, supplier, or distributor, the naming of the item in this manner is intended to establish the type, function and quality required. Materials or equipment of other manufacturers, fabricators, suppliers, or distributors may be accepted by the Engineer if sufficient information is submitted by the Contractor to allow the Engineer to determine that the material or equipment proposed is equivalent to that named in the Contract Documents. Bidders are referred to Section 6.3 of the General Conditions regarding procedures for approval of substitute materials and

equipment.

25. NON-RESIDENT BIDDERS

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident Bidder's state awards contractors to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so called "Golden Rule" is followed, state law requires a non-resident Bidder to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

26. DESIGNATING OWNER AND ENGINEER

Any reference in the Contract Documents to the State of Mississippi, Mississippi Department of Transportation, Mississippi Transportation Commission, or any official thereof shall be interpreted to mean the City of Hattiesburg, Mississippi, the "Owner".

Any reference in the Standard Specifications to the Project Engineer, District Engineer, Office Engineer, or Engineer shall be interpreted to mean the Engineer for the City of Hattiesburg, Mississippi, Neel-Schaffer, Inc.

27. MATERIALS TESTING AND CONSTRUCTION STAKING

The Contractor shall be responsible for all testing of materials associated with the project. Materials shall be tested in accordance to the requirements and frequencies outlined in the *Mississippi Standard Specifications for Road and Bridge Construction* (2017 Edition), and shall be considered an absorbed item.

Contractor shall be responsible for all construction staking as specified (cost absorbed). Construction staking shall also include earthwork quantity calculations for applicable pay items

28. CONTRACT TIME

The Contractor shall commence the work required by the Contract Documents within 10 calendar days after the date of the Notice to Proceed and will retain substantial completion within 60 consecutive calendar days of the Notice to Proceed date unless the period for completion is extended otherwise by the Contract Documents.

.

BIDDER'S PROPOSAL
C.E. ROY PATHWAY
CITY OF HATTIESBURG, MISSISSIPPI

CONTENTS

Bidder's Proposal	00300-2
Prices Bid and Approximate Quantities	00300-4
Bidder's Corporate Declaration	00300-8
Non-Collusion Affidavit	00300-9
Bid Bond	00300-10
Proposed Subcontractors	00300-12

BIDDER'S PROPOSAL
C.E. ROY PATHWAY
CITY OF HATTIESBURG, MISSISSIPPI

DATE: _____, 20_____

PROPOSAL OF _____
(Name of Bidder)

(Address of Bidder)

for construction of the C.E. Roy Pathway.

The documents on which this Proposal is based include the Instructions to Bidders, Bid Forms, General Conditions, Supplementary Conditions, Supplemental General Conditions, Technical Specifications, Contract Drawings, and all supplements, amendments and addenda for this Project and are made a part hereof by reference.

TO: CITY OF HATTIESBURG
200 FORREST STREET
HATTIESBURG, MISSISSIPPI 39401

Gentlemen:

The following Proposal is submitted on behalf of the undersigned Bidder(s) and no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is submitted without collusion on the part of any person, firm or corporation.

I (We), the undersigned Bidder(s), certify that I (we) have carefully examined the Instructions to Bidders, Bid Forms, General Conditions, Supplemental Conditions, Technical Specifications, Contract Drawings and any and all Addenda thereof.

I (We) further certify that I, (we) have visited and carefully examined the site of the proposed Work and have inspected the location and condition of all public utilities and existing structures or other facilities on the site or adjacent thereto which may be affected by the proposed construction and fully understand all conditions relative to construction difficulties, hazards, labor, transportation and all other factors affecting the prosecution of the work covered by this Proposal.

I (We) understand that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid. No increase in quantities of work shall be performed until a written change order is duly executed in advance and approved in the public minutes of the Owner.

In accordance with the requirements of the Instructions to Bidders, Bid Forms, Federal Supplement to Bidder's Proposal, Technical Specifications, General Conditions, Supplementary Conditions, Contract

00300-2

Drawings, and any Addenda, I (we) propose to furnish all necessary materials, equipment, labor, tools and other means of construction and will do all Work called for by the Contract Documents within the specified Contract Time. The following is my (our) itemized proposal for the project:

Prices Bid and Approximate Quantities – Base Bid

Pay Item	Description	Qty	Unit	Unit Price	Price Extension
202-B	REMOVAL OF PAVEMENT, ALL TYPES, ALL DEPTHS	50	SQ. YD.		
202-B	REMOVAL OF CONCRETE CURB	40	LIN. FT.		
203-EX	BORROW EXCAVATION, FM, CLASS B9, AH	250	CU. YD.		
203-G	EXCESS EXCAVATION, FM, AH	150	CU. YD.		
211-A	TOPSOIL FROM RIGHT-OF-WAY	600	SQ. YD.		
216-B	SOLID SODDING, CENTIPEDE	1200	SQ. YD.		
234-A	TEMPORARY SILT FENCE	1000	LIN. FT.		
237-A	WATTLES, 12"	100	LIN. FT.		
246-A	SANDBAGS	100	EACH		
603-CE	29" x 18" REINFORCED CONCRETE ARCH PIPE, CLASS III	8	LIN. FT.		
603-CF	29" x 18" REINFORCED CONCRETE ARCH PIPE - FLARED END SECTIONS	2	EACH		
608-A	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, 5" THICKNESS	1100	SQ. YD.		
609-B	CONCRETE CURB HEADER	65	LIN. FT.		
618-A	MAINTENANCE OF TRAFFIC	1	LUMP SUM	XXXX	
620-A	MOBILIZATION	1	LUMP SUM	XXXX	
626-H	THERMOPLASTIC LEGEND, WHITE, XING, 8" HEIGHT	2	EACH		
626-H	THERMOPLASTIC LEGEND, WHITE, BIKE SYMBOL, 8" HEIGHT	2	EACH		
626-H	THERMOPLASTIC LEGEND, WHITE, 6" EQUIVALENT	460	LIN. FT.		
628-F	COLD PASTIC LEGEND, WHITE, ROAD, 4' HEIGHT	2	EACH		
628-F	COLD PLASTIC LEGEND, WHITE, XING, 4' HEIGHT	2	EACH		
628-F	COLD PLASTIC LEGEND, WHITE, 6" EQUIVALENT	240	LIN. FT.		

00300-4

630-A	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	113	SQ. FT.		
630-C	STEEL U-SECTION POSTS, 3.0 TO 3.5 LB/FT	238	LIN. FT.		
TOTAL BASE BID \$					

Prices Bid and Approximate Quantities – Additive Alternate No. 1					
Pay Item	Description	Qty	Unit	Unit Price	Price Extension
211-C	TOPSOIL FOR PLANT HOLES, CONTRACTOR FURNISHED	25	CU. YD.		
219-A	WATERING	50	KGAL	\$20	\$1,000
230-A	SHRUB PLANTING, PARSONS JUNIPER	75	EACH		
230-A	SHRUB PLANTING, LOROPETALUM 'PURPLE DIAMOND'	46	EACH		
230-A	SHRUB PLANTING, GLOSSY ABELIA 'KALEIDOSCOPE	25	EACH		
230-B	TREE PLANTING, TEDDY BEAR MAGNOLIA	38	EACH		
230-B	TREE PLANTING, NELLIE R STEVENS HOLLY	20	EACH		
230-B	TREE PLANTING, CRAPE MYRTLE 'MUSKOGEE'	12	EACH		
230-D	BED PREPARATION	1820	SQ. FT.		
232-A	FERTILIZER FOR WOODY PLANT MATERIAL, TABLET, 21 GRAM	0.50	K		
233-A	TREE BARK MULCH, TYPE III	20	CU. YD.		
233-A	TREE BARK MULCH, TYPE V	30	CU. YD.		
907-258-PP	HERBICIDE TREATMENT, PER PLANS	1820	SQ. FT.		
TOTAL ADDITIVE ALTERNATE NO. 1 BID \$					

THE BIDDER'S TOTAL ABOVE IS HIS TOTAL BID BASED ON HIS UNIT PRICES AND LUMP SUM PRICES AND THE ESTIMATED QUANTITIES. THIS FIGURE IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. THE OWNER WILL MAKE THE BID TABULATION FROM THE UNIT PRICES AND LUMP SUM PRICES BID. IF THERE IS AN ERROR IN THE TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE UNIT PRICES AND LUMP SUM PRICES SHALL GOVERN.

NOTE: FAILURE OF BIDDER TO INCLUDE PRICES FOR THE ALTERNATE BID ITEMS MAY RENDER HIS PROPOSAL NON-RESPONSIVE.

NOTE: Bids shall include sales tax and all other applicable taxes and fees.

I (We) further propose to execute the Contract Agreement as bound herein within ten working days after receipt of Contract Forms from the Owner and to complete the work within the contract time. I (We) agree to pay as liquidated damages the actual costs, expenses and other losses reasonably incurred by Owner for each consecutive calendar day beyond the specified Contract Time.

I (We) also propose to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than one hundred percent (100%) of the total of my (our) Bid. These Bonds shall not only serve to guarantee the completion of the Work on my (our) part, but also to guarantee the excellence of both workmanship and materials until the Work is finally accepted.

I (We) enclose a Bid Bond or Certified Check for 5 percent of _____
_____, DOLLARS (\$_____)
(Base Bid Amount)

and hereby agree that in case of my (our) failure to execute the Contract and furnish the Bonds within ten calendar days after delivery of the Notice of Award, the amount of this check (Bid Bond) will be forfeited to the Owner as liquidated damages arising out of my (our) failure to execute the Contract as proposed.

It is understood that in case I (we) am (are) not awarded the Work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Contract Documents.

Bidder acknowledges receipt of the following Addenda:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

Respectfully Submitted,

Contractor(s)

By: _____
Title

Address

BIDDER'S CORPORATE DECLARATION
(TO BE FILLED IN IF BIDDER IS A CORPORATION)

Date: _____, 20_____.

Our corporation is chartered under the Laws of the state of _____ and the names, titles and business addresses of the executives are as follows:

President

Secretary

Treasurer

DECLARATION OF PARTNERSHIP

(To be filled in if a Bidder is a Partnership)

Our Partnership is composed of the following individuals:

Address

Address

NON-COLLUSION AFFIDAVIT

**C.E. ROY PATHWAY
CITY OF HATTIESBURG, MISSISSIPPI**

(THIS AFFIDAVIT MUST BE EXECUTED FOR THE BID TO BE CONSIDERED)

STATE OF _____)
COUNTY OF _____) ss.

_____ being first duly sworn,
(Person)
deposes and says that he is _____

(Sole owner, a partner, president, secretary, etc.)
of _____ the party making the foregoing Proposal or Bid;
(Name of Firm)

that such Bid is genuine and not collusive; that said Bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on the same contract; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person or persons interested in the proposed contract; and that all statements contained in said Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted his Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public in and for

_____ County,

(SEAL)

My Commission Expires

_____, 20_____.

BID BOND

**C.E. ROY PATHWAY
CITY OF HATTIESBURG, MISSISSIPPI**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the Owner, in the penal sum of \$_____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this ____ day of _____, 20 _____.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner, a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the above referenced project.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to signed by their proper officers, the day and year first set forth above.

Contractor

SEAL

By:_____

Surety

SEAL

By:_____

PROPOSED SUBCONTRACTORS
C.E. ROY PATHWAY
CITY OF HATTIESBURG, MISSISSIPPI

The names and addresses of all persons and parties who will be utilized for subcontract Work in the foregoing Bidder's Proposal are listed below. (The Contractor must list all Subcontractors to be utilized on the Work. Failure to list Subcontractors may cause the Bidder's Proposal to be rejected by the Owner as non-responsive.) If the Bidder does not propose Subcontractors, so state.

NAME

ADDRESS

CONTRACT FORMS

**C.E. ROY PATHWAY
CITY OF HATTIESBURG, MISSISSIPPI**

CONTENTS

Contract.....	00500-2
Partnership Certificate	00500-5
General Instructions for Bonds	00500-6
Performance Bond	00500-7
Payment Bond.....	00500-9
Notice of Award.....	00500-11
Notice to Proceed.....	00500-13
Contract Change Order	00500-15

CONTRACT

**C.E. ROY PATHWAY
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 "C.E. Roy Pathway" project in strict accordance with the Contract Documents and the Contract Drawings.
2. The Contractor will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will attain Final Completion within the contract time stipulated in the Advertisement for Bids unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The Contractor agrees to pay, as liquidated damages, the actual damages, costs, losses and expenses reasonably incurred by Owner for each consecutive calendar day that he shall be in default in attaining Final Completion within the time stipulated as provided herein.
3. The term "CONTRACT DOCUMENTS" means and includes Advertisement for Bids, Instructions to Bidders, Bidder's Proposal, Bid Bond, Contract, Payment Bond, Performance Bond, General Conditions, Supplementary Conditions, Technical Specifications, Contract Drawings, Notice of Award, Notice to Proceed, Addenda (if any), and all subsequent Change Orders, Supplemental Agreements and/or other modifications as if formally recopied in this Contract.
4. The Contractor agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents, Contract Drawings and other requirements of the Owner, and to the complete satisfaction of the Owner or his authorized representatives, and in accordance with the Laws of the state of Mississippi and the Ordinances of the Owner, for which the Owner hereby agrees to pay and the Contractor agrees to accept a sum of money in current funds equal to the contract amount of _____ (\$ _____) plus the amount of any supplemental agreements and force accounts for extra work authorized and duly set forth in a written change order approved and executed by the Owner and set forth in the public minutes of the Owner and in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the Contractor assuming all risks of every kind and description in the performance of this Contract.

-
5. The Contractor shall protect, indemnify and save harmless the Owner from and against any and all damage, loss, claims, judgments or expenses, including but not limited to reasonable attorney's fees, which the Owner may suffer or be subjected to by the performance of the work, including but without limitation injury to or death of any person whomever and destruction or damage to any property whatsoever.
 6. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of

(\$_____).
 7. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of

(\$_____).
 8. The Contractor agrees to allow the Owner, or any of their duly authorized representatives, access to any books, documents, papers and records of the Contractor which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and Contractor agrees to insert an identical clause in any and all subcontracts.
 9. The Owner will pay to the Contractor in the manner and at such times and amounts as set forth in the Contract Documents.
 10. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
 11. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Contractor and the Owner may withhold any payments to the Contractor until such time as the exact amount of damages due the Owner from the Contractor is determined.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in _____ counterparts, each of which shall be deemed an original on the date first above written. (number)

OWNER

CONTRACTOR

BY _____

BY _____

ATTEST _____

ATTEST _____

(Seal)

(Seal)

PARTNERSHIP CERTIFICATE

State of _____

County of _____ Ss.

On this _____ day of _____, 20_____, before me personally appeared _____, known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of _____; that said firm consists of himself and _____; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public in the

County of _____

State of _____

Notary Seal

My Commission Expires:

CORPORATE CERTIFICATE

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said Contract on behalf of the Contractor was then _____ of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Secretary

Corporate Seal

GENERAL INSTRUCTIONS FOR BONDS

1. The surety on each Bond must be a responsible surety company, which is qualified to do business in Mississippi and satisfactory to the Owner.
2. The name, including full Christian name and residence of each individual party to the Bond shall be inserted in the body thereof, and each such party shall sign the Bond with his usual signature on the line opposite the seal and if signed in Maine, Massachusetts or New Hampshire an adhesive seal shall be affixed opposite the signature. The bond must be either signed or countersigned by a Mississippi Resident Agent of the Surety Company.
3. If the principals are partners, their individual names will appear in the body of the Bond with the recital that they are partners composing a firm, naming it; and all the members of the firm shall execute the Bond as individuals.
4. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the Bond.
5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the Bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case, a scroll or adhesive seal shall appear following the corporate name.
6. The official character and authority of the person or persons executing the Bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached hereto. In lieu of such certificate there may be attached to the Bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The date of this Bond must not be prior to the date of the Contract in connection with which it is given.
8. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars,
\$(_____) in lawful money of the United States, for the payment of which sum well
and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
contract with the OWNER, dated _____ day of _____ 20 _____,
a copy of which is hereto attached and made a part hereof for the construction of :

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings,
covenants, terms, conditions, and agreements of said contract during the original term thereof, and any
extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the
one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and
shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by
reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the
OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full
force and effect.

NOW, THEREFORE, if the Principal shall promptly make payment of all taxes, licenses, assignments,
contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the state of
Mississippi, or any county, municipality, board, department, commission, or political subdivision thereof, by
reason of and directly connected with the performance of said Contract or any part thereof as provided by
Sections 27-65-1, 27-65-21, 27-67-301 and 31-5-3, supra, or any other applicable statute or other authority,
then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change,

00500-7

extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this statement is executed in _____ counterparts, each one of which shall
(number)
be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

(Principal) Secretary
(Seal)

Principal
By _____

(Address)

Witness as to Principal

(Address)

ATTEST:

Witness as to Surety

(Address)

Surety
By _____

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
 If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS THAT

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
Dollars, \$(_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 20 _____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this statement is executed in _____ counterparts, each one of which shall
(number)
be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

(Principal) Secretary
(Seal)

Principal
By _____

(Address)

Witness as to Principal

(Address)

ATTEST:

Surety

By _____

Witness as to Surety

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
 If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most
 current list (Circular 570 as amended) and be authorized to transact business in the State
 where the PROJECT is located.

NOTICE OF AWARD

Date _____

TO: _____

RE: C.E. Roy Pathway
City of Hattiesburg, Mississippi

NOTICE OF AWARD

Gentlemen:

The Owner has considered the Proposal submitted by you for the above referenced Work in response to its Advertisement for Bids and Instructions to Bidders.

You are hereby notified that your Proposal has been accepted in the amount of \$_____.

You are required by the Instruction to Bidders to execute the Contract and furnish to the Owner the required Contractor's Performance Bond, Payment Bond and certificates of insurance within 10 calendar days from the date of delivery of this Notice to you. We have enclosed five copies of the necessary contract forms and bond forms. Please return all five copies of these documents to the offices of Neel-Schaffer, 704 Hardy Street, Hattiesburg, MS 39401.

If you fail to execute said Contract and to furnish said Bonds within 10 days from the date of delivery of this Notice, the Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your proposal as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by Law.

You are required by the General Conditions and Supplementary Conditions to submit to Neel-Schaffer, Inc. an estimated progress schedule, a preliminary schedule of Shop Drawing submissions and a preliminary schedule of values of the Work within 10 days after the effective date of this Contract, all in accordance with Article 2.5 of the General Conditions.

You are required to return an acknowledged copy of this Notice of Award directly to the City of Hattiesburg, Mississippi, Attention: Lamar Rutland, P.E., and to Neel-Schaffer, Inc.

Sincerely,

NEEL-SCHAFFER, INC.

Geoffrey P. Crosby, P.E.
Senior Project Manager

c: Lamar Rutland, P. E.
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____ this, the
_____ day of _____, 20_____.

By _____

Title _____

NOTICE TO PROCEED

Date _____

To: _____

Attention: _____

REFERENCE: NOTICE TO PROCEED
C.E. ROY PATHWAY
CITY OF HATTIESBURG, MISSISSIPPI

Dear _____:

You are hereby notified to commence Work in accordance with the Contract dated _____, on or before _____. You are to complete the Work within ____ consecutive calendar days from the effective date of this Notice to Proceed. The date of Final Completion is therefore _____. Liquidated damages in the amount of the actual damages, costs, losses and expenses reasonably incurred by the OWNER per calendar day for each day the Work has not achieved Final Completion after _____ will be imposed unless the contract time is otherwise adjusted for due cause by change orders to the Contract. Liquidated Damages, as defined herein, will be assessed unless the Contract Time is otherwise adjusted for due cause by change order to the Contract.

The engineering firm of Neel-Schaffer, Inc. will act as the Engineer on behalf of the City of Hattiesburg, Mississippi for the work to be performed under the contract. Geoffrey P. Crosby, P.E., of Neel-Schaffer, Inc. will be the designated representative of the Engineer.

Please return a copy of this NOTICE TO PROCEED and ACCEPTANCE OF NOTICE to the undersigned and to Neel-Schaffer, Inc., indicating your receipt of this document in the space provided below.

Sincerely,

City of Hattiesburg, Mississippi

Mayor Toby Barker

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

this, the _____ **day**

of _____, **20**_____.

By_____

Title_____

CONTRACT CHANGE ORDER

OWNER: _____ PROJECT NAME: _____

CONTRACTOR: _____

DATE: _____

CHANGE ORDER NUMBER: _____ CONTRACT NUMBER: _____

REASON FOR CHANGE: _____

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT
PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS: (USE ADDITIONAL SHEETS IF REQUIRED)

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	QTY	UNIT COST	TOTAL CONTRACT
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

TOTAL CONTRACT CHANGE	\$
	TOTAL CONTRACT
ORIGINAL CONTRACT AMOUNT:	\$
CURRENT CONTRACT AMOUNT:	\$
THIS CONTRACT CHANGE	
REVISED CONTRACT AMOUNT:	\$
CURRENT CONTRACT COMPLETION DATE:	
TIME EXTENSION REQUIRED BY CHANGE:	
REVISED CONTRACT COMPLETION DATE:	
THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY. RECOMMENDED BY: _____ ENGINEER _____ DATE _____ NEEL-SCHAFFER, INC. ACCEPTED BY: _____ CONTRACTOR _____ DATE _____	

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

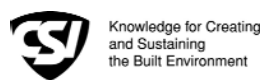
AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by



The Associated General Contractors of America



Construction Specifications Institute

Copyright ©2002

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).

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 - DEFINITIONS AND TERMINOLOGY.....	6
1.01 <i>Defined Terms</i>	6
1.02 <i>Terminology</i>	8
ARTICLE 2 - PRELIMINARY MATTERS	9
2.01 <i>Delivery of Bonds and Evidence of Insurance</i>	9
2.02 <i>Copies of Documents</i>	9
2.03 <i>Commencement of Contract Times; Notice to Proceed</i>	9
2.04 <i>Starting the Work</i>	9
2.05 <i>Before Starting Construction</i>	9
2.06 <i>Preconstruction Conference</i>	9
2.07 <i>Initial Acceptance of Schedules</i>	9
ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE	10
3.01 <i>Intent</i>	10
3.02 <i>Reference Standards</i>	10
3.03 <i>Reporting and Resolving Discrepancies</i>	10
3.04 <i>Amending and Supplementing Contract Documents</i>	11
3.05 <i>Reuse of Documents</i>	11
3.06 <i>Electronic Data</i>	11
ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS.....	11
4.01 <i>Availability of Lands</i>	11
4.02 <i>Subsurface and Physical Conditions</i>	12
4.03 <i>Differing Subsurface or Physical Conditions</i>	12
4.04 <i>Underground Facilities</i>	13
4.05 <i>Reference Points</i>	13
4.06 <i>Hazardous Environmental Condition at Site</i>	13
ARTICLE 5 - BONDS AND INSURANCE	14
5.01 <i>Performance, Payment, and Other Bonds</i>	14
5.02 <i>Licensed Sureties and Insurers</i>	15
5.03 <i>Certificates of Insurance</i>	15
5.04 <i>Contractor's Liability Insurance</i>	15
5.05 <i>Owner's Liability Insurance</i>	16
5.06 <i>Property Insurance</i>	16
5.07 <i>Waiver of Rights</i>	17
5.08 <i>Receipt and Application of Insurance Proceeds</i>	17
5.09 <i>Acceptance of Bonds and Insurance; Option to Replace</i>	17
5.10 <i>Partial Utilization, Acknowledgment of Property Insurer</i>	18
ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES.....	18
6.01 <i>Supervision and Superintendence</i>	18
6.02 <i>Labor; Working Hours</i>	18
6.03 <i>Services, Materials, and Equipment</i>	18
6.04 <i>Progress Schedule</i>	18
6.05 <i>Substitutes and "Or-Equals"</i>	19
6.06 <i>Concerning Subcontractors, Suppliers, and Others</i>	20
6.07 <i>Patent Fees and Royalties</i>	21
6.08 <i>Permits</i>	21
6.09 <i>Laws and Regulations</i>	21
6.10 <i>Taxes</i>	22
6.11 <i>Use of Site and Other Areas</i>	22
6.12 <i>Record Documents</i>	22
6.13 <i>Safety and Protection</i>	22
6.14 <i>Safety Representative</i>	23
6.15 <i>Hazard Communication Programs</i>	23

6.16	<i>Emergencies</i>	23
6.17	<i>Shop Drawings and Samples</i>	23
6.18	<i>Continuing the Work</i>	24
6.19	<i>Contractor's General Warranty and Guarantee</i>	24
6.20	<i>Indemnification</i>	24
6.21	<i>Delegation of Professional Design Services</i>	25
ARTICLE 7 - OTHER WORK AT THE SITE		25
7.01	<i>Related Work at Site</i>	25
7.02	<i>Coordination</i>	26
7.03	<i>Legal Relationships</i>	26
ARTICLE 8 - OWNER'S RESPONSIBILITIES		26
8.01	<i>Communications to Contractor</i>	26
8.02	<i>Replacement of Engineer</i>	26
8.03	<i>Furnish Data</i>	26
8.04	<i>Pay When Due</i>	26
8.05	<i>Lands and Easements; Reports and Tests</i>	26
8.06	<i>Insurance</i>	26
8.07	<i>Change Orders</i>	26
8.08	<i>Inspections, Tests, and Approvals</i>	26
8.09	<i>Limitations on Owner's Responsibilities</i>	27
8.10	<i>Undisclosed Hazardous Environmental Condition</i>	27
8.11	<i>Evidence of Financial Arrangements</i>	27
ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION.....		27
9.01	<i>Owner's Representative</i>	27
9.02	<i>Visits to Site</i>	27
9.03	<i>Project Representative</i>	27
9.04	<i>Authorized Variations in Work</i>	27
9.05	<i>Rejecting Defective Work</i>	27
9.06	<i>Shop Drawings, Change Orders and Payments</i>	28
9.07	<i>Determinations for Unit Price Work</i>	28
9.08	<i>Decisions on Requirements of Contract Documents and Acceptability of Work</i>	28
9.09	<i>Limitations on Engineer's Authority and Responsibilities</i>	28
ARTICLE 10 - CHANGES IN THE WORK; CLAIMS		28
10.01	<i>Authorized Changes in the Work</i>	28
10.02	<i>Unauthorized Changes in the Work</i>	29
10.03	<i>Execution of Change Orders</i>	29
10.04	<i>Notification to Surety</i>	29
10.05	<i>Claims</i>	29
ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK.....		30
11.01	<i>Cost of the Work</i>	30
11.02	<i>Allowances</i>	31
11.03	<i>Unit Price Work</i>	31
ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES		32
12.01	<i>Change of Contract Price</i>	32
12.02	<i>Change of Contract Times</i>	33
12.03	<i>Delays</i>	33
ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK.....		33
13.01	<i>Notice of Defects</i>	33
13.02	<i>Access to Work</i>	33
13.03	<i>Tests and Inspections</i>	33
13.04	<i>Uncovering Work</i>	34
13.05	<i>Owner May Stop the Work</i>	34
13.06	<i>Correction or Removal of Defective Work</i>	34
13.07	<i>Correction Period</i>	34
13.08	<i>Acceptance of Defective Work</i>	35
13.09	<i>Owner May Correct Defective Work</i>	35
ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION		36
14.01	<i>Schedule of Values</i>	36
14.02	<i>Progress Payments</i>	36
14.03	<i>Contractor's Warranty of Title</i>	37
14.04	<i>Substantial Completion</i>	37

14.05	<i>Partial Utilization</i>	38
14.06	<i>Final Inspection</i>	38
14.07	<i>Final Payment</i>	38
14.08	<i>Final Completion Delayed</i>	39
14.09	<i>Waiver of Claims</i>	39
ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION.....		39
15.01	<i>Owner May Suspend Work</i>	39
15.02	<i>Owner May Terminate for Cause</i>	39
15.03	<i>Owner May Terminate For Convenience</i>	40
15.04	<i>Contractor May Stop Work or Terminate</i>	40
ARTICLE 16 - DISPUTE RESOLUTION		41
16.01	<i>Methods and Procedures</i>	41
ARTICLE 17 - MISCELLANEOUS		41
17.01	<i>Giving Notice</i>	41
17.02	<i>Computation of Times</i>	41
17.03	<i>Cumulative Remedies</i>	41
17.04	<i>Survival of Obligations</i>	41
17.05	<i>Controlling Law</i>	41
17.06	<i>Headings</i>	41

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain

administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times

but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. Intent of Certain Terms or Adjectives

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered", "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. Day

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

D. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents, or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or

c. has been damaged prior to Engineer's - recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. Furnish, Install, Perform, Provide

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement

or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or

responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work

(unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's

sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

- a. reviewing and checking all such information and data,
- b. locating all Underground Facilities shown or indicated in the Contract Documents,
- c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will

promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to

entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified

in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection

from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any

deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract

Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or

received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract

Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual

or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 Taxes

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. Removal of Debris During Performance of the Work: During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. Loading Structures: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Draw-

ings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals , any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents

with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 Continuing the Work

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or

disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal

shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and

properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
2. the specific matters to be covered by such authority and responsibility will be itemized; and
3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep

Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show

partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall

promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and

Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have

resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall

be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an

allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted

by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 Delays

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to

be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress

payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent

inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

- a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
- b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
- c. there are other items entitling Owner to a set-off against the amount recommended; or
- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial

Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals

that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations

under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance

with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be

governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS

CONTENTS

1.	Definitions	00800-2
2.	Commencement of Contract Time: Notice to Proceed	00800-2
3.	Before Starting Construction	00800-2
4.	Preconstruction Conference	00800-2
5.	Subsurface and Physical Conditions	00800-2
6.	Insurance Requirements	00800-3
7.	Contractor's Responsibilities	00800-5
8.	Record Documents	00800-5
9.	Limitations on ENGINEER'S Responsibilities	00800-5
10.	Change of Contract Time	00800-5
11.	Payments to CONTRACTOR	00800-6
12.	List of Contract Drawings	00800-7
13.	Liquidated and Special Damages	00800-7
14.	Suspension of Work and Termination	00800-7
15.	Methods and Procedures	00800-7

SUPPLEMENTARY CONDITIONS

1. Definitions

- A. The definition of "Technical Specifications" shall be the same as the definition for Specifications stated in Paragraph 1.01 under item number 43 of the General Conditions.
- B. Delete Paragraph 1.01.A.12 of the General Conditions in its' entirety.
- C. In Paragraph 1.01A.52 delete the following words, "or responding to differing or unseen subsurface or physical conditions under which the work is to be performed or to emergencies."

2. Commencement of Contract Time: Notice to Proceed

The commencement of Contract Time, as stated in Item 2.03 of the General Conditions is changed to read The Contract Time will commence to run within the sixtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later than the sixtieth day after the Effective Date of the Agreement.

Notice to Proceed may be given at any time within sixty days after the Effective Date of the Agreement. Refer to Item 21 of the Instructions to Bidders regarding execution of the Contract.

3. Before Starting Construction

In addition to the requirements of Paragraph 2.05 of the General Conditions, "**CONTRACTOR** shall deliver to the **OWNER**, with his signed Contract, all bonds and insurance which he is required to purchase and maintain in accordance with Article 5 of the General Conditions. A copy shall also be submitted to the **ENGINEER**. The **OWNER** shall deliver to the **CONTRACTOR** a copy of all policies of insurance which the **OWNER** is required to purchase and maintain in accordance with Article 5 of the General Conditions."

4. Preconstruction Conference

The time period for holding the preconstruction conference as stated in Paragraph 2.06 of the General Conditions shall be within 30 days after the Effective date of the Agreement, but before the **CONTRACTOR** starts the Work at the site.

5. Subsurface and Physical Conditions

Paragraphs 4.02 and 4.03 shall be deleted in its' entirety and replaced with the following:

DIFFERING SITE CONDITIONS PROVISION:

Execution of this Contract (Agreement) by the Contractor is a representation that the Contractor has visited the site, that general and local conditions are suitable for the work to be performed and that the Contractor accepts all conditions at the Project site. The Contractor assumes all risks with respect to the requirements of the Contract Documents, including without limitation the characteristics (natural and manmade) of the site, site accessibility, labor rates and availability, weather conditions, and any other matter that could affect the performance and cost of the work.

6. Insurance Requirements

- A. Paragraphs 5.05 and 5.06 shall be deleted in their entirety.
- B. Paragraphs 5.07.B, 5.07.B.1 and 5.07.B.2 shall be deleted in their entirety.
- C. In addition to the requirements of Article 5 of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.
 - 1. The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**. If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**, including all additional insureds and waivers of subrogation.
 - 2. Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein and all coverage requirements specified in contract documents are filed with and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.
 - 3. The **CONTRACTOR** shall secure and maintain in effect for the period of the **CONTRACT** and pay all premiums for the following kinds and amounts of insurance:
 - a. Worker's Compensation and Employer's Liability Insurance: This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees, which for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability limits in the amount of ONE MILLION DOLLARS (\$1,000,000.00). **CONTRACTOR** and subcontractors shall supply **OWNER** endorsements from their carriers evidencing waiver of subrogation in favor of the **OWNER**.

-
- b. **CONTRACTOR'S** and Subcontractor's Comprehensive General Liability Insurance, including bodily injury, property damage, contractual and other standard coverage contained in Comprehensive General Liability Insurance, in an amount of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and aggregate. **OWNER** shall be provided an endorsement naming the **OWNER** as an insured from the insurer for the work contracted. The Comprehensive General Liability policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:
- i. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.
 - ii. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
 - iii. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.
- c. **CONTRACTOR'S** Contingent or Protective Liability and Property Damage: In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect the **CONTRACTOR** from any and all claims arising from the operation of Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/\$1,000,000 for Public Liability Insurance and \$500,000/\$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.
- d. Auto Liability: The **CONTRACTOR** shall maintain Auto Liability Insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) Combined Single Limit to protect him from any and all claims arising from the use of the following:
- i. **CONTRACTOR'S** own automobiles and trucks.
 - ii. Hired and non-owned automobiles and trucks.
 - iii. Automobiles and trucks owned by Subcontractors.
- The aforementioned is to cover use of automobiles and trucks on and off the site of the Project. The **OWNER** shall be provided an endorsement from the insurer naming the **OWNER** as an insured for the work contracted.
- e. **OWNER'S** Protective Liability Policy: The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds, in an amount not less than ONE MILLION DOLLARS (\$1,000,000).
- f. Umbrella Liability: The **CONTRACTOR** shall provide **OWNER** a certificate of insurance evidencing Umbrella Liability Insurance in the amount of not less than FIVE MILLION DOLLARS (\$5,000,000).

-
- g. Builder's Risk and Boiler and Machinery Insurance: The **CONTRACTOR** shall purchase and maintain Builder's Risk and Boiler and Machinery Insurance in the amount of the total value of the materials necessary for the project. A certificate evidencing such coverage shall be on file with the **OWNER**.
 - h. Property Insurance: No property insurance is required for this project.

7. Contractor's Responsibilities

Delete Paragraph 6.02.B in its entirety.

8. Record Documents

In addition to the requirements of Paragraph 6.12 of the General Conditions, **CONTRACTOR** shall provide accurate 'mark-ups' acceptable to the **ENGINEER** on or before the date of Substantial Completion of the Project for use by the **ENGINEER** in the preparation of 'record' drawings. Final payment will not be made to the **CONTRACTOR** prior to the **ENGINEER** receiving these mark-ups from the **CONTRACTOR**.

9. Limitations on ENGINEER'S Responsibilities

In addition to the requirements of Paragraph 9.09.B, when it comes to his attention, the **ENGINEER** will immediately notify the **OWNER** in the event that the **CONTRACTOR** is not complying with the Contract Documents or is conducting the Work in such a manner that could be considered grounds for termination of the Contract. The **CONTRACTOR** shall retain responsibility for performing all Work in compliance with the Contract Documents.

The following language shall be added to Paragraph 9.09.B:

"Consistent with the express provisions of this Section 00700, Article 6.13, Article 6.17.D.2, Article 9.02.B, Article 9.09, this Article 9.09.B, and Article 14.02.B.4.b, any reference to "safety" elsewhere in this contract, including but not limited to those found in Section 00700, Articles 4.02.B.1, 4.04.A.2.d, 4.04.B.1, 4.06.B.1, 6.02.B, 6.14, 6.15, 6.16, 6.17.C.1.c, and 13.02.A, does not impose upon the Engineer any duty, obligation or other contractual undertaking to administer the "safety" aspects of Contractor's performance, or any other matter relating to the Contractor's means, methods, techniques, sequences or procedures. Contractor's contractual safety obligations and means and methods during construction are the sole responsibility of the Contractor and are not being administered, overseen or reviewed in any way by the Engineer in performing its contractual obligations"

10. Change of the Contract Time

In addition to the requirements of Paragraph 12.03 of the General Conditions, rainstorms which are encountered in the project area on a regular and seasonal basis do not constitute an abnormal weather condition.

11. Payments to **CONTRACTOR**

Paragraph 14.02, Application for Payments, is deleted in its' entirety and the following substituted therefore:

- A. Monthly Estimates and Partial Payments: The **CONTRACTOR'S** partial payment period shall end on the last day of each month. The **CONTRACTOR** shall submit acceptable Application for Payment to the **ENGINEER** by the date indicated on the payment schedule as supplied to **CONTRACTOR** by **ENGINEER** provided that the amount due on completed work is at least \$500.00. The partial payment request shall be filled out and signed by the **CONTRACTOR** covering the work completed as of the date of the request and accompanied by such supporting documentation as is required by the Contract Documents and also as the **ENGINEER** may reasonably require. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include in any monthly estimate advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site, the Application for Payment shall also be accompanied by such data, satisfactory to **OWNER**, as will establish **OWNER'S** title to the material and equipment and protect **OWNER'S** title to the material and equipment and protect **OWNER'S** interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of **CONTRACTOR** stating that all previous progress payments received on account of the Work have been applied to discharge in full all of **CONTRACTOR'S** obligations reflected in prior Applications for Payment.
- B. After each monthly estimate has been approved, the **OWNER** shall pay to the **CONTRACTOR** 95 percent of the amount of said estimate. From the total value of each estimate there will be deducted an amount equivalent to 5 percent of the whole as a retainage to be held by the **OWNER**. The monthly estimates will be approximate only and subject to correction in any subsequent estimate rendered following discovery of the error. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include any monthly advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work.
- C. Subsequent to discovery of any defective or questionable work, an amount equal to the estimated value of such work will be deducted from the next current estimate. The sum will not be included in a subsequent estimate until the defects have been remedied to the **ENGINEER'S** satisfaction.
- D. The **OWNER** reserves the right to withhold payment of any monthly estimate that becomes due if, in the opinion of the **OWNER'S** Attorney, such action is warranted because of any breach of the Contract Provisions or malfeasance on the part of the **CONTRACTOR** or because the progress or the quality of the work is unsatisfactory and does not comply with the Plans and Specifications.

Paragraph 14.02.C of the General Conditions is modified to read “60 days after presentation of the Application for Payment to **OWNER** with **ENGINEER’S** recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by **OWNER** to **CONTRACTOR**.”

Paragraph 14.07.C of the General Conditions is modified to read, "If the Application and accompanying documentation are appropriate as to form and substance, **OWNER** shall, within 60 days after receipt thereof, pay **CONTRACTOR** the amount recommended by **ENGINEER**."

Delete Paragraph 14.09.A.2 in its entirety.

12. List of Contract Drawings: Not Used.

13. Liquidated and Special Damages

When the Contractor fails to complete the work within the time stipulated, a deduction will be made of \$750 a day from the money due the Contractor not as a penalty but as liquidated damages. The Contractor and the Contractor’s Sureties shall be liable for all liquidated damages in excess of money due the Contractor.

14. Suspension of Work and Termination

In Paragraph 15.04.A delete the following words: “or Engineer fails to act on any Application for Payment within thirty days, after it is submitted” and add the words “if the”. In Paragraph 15.04.B delete the following words: “if Engineer has failed to act on an Application for Payment within thirty days after it is submitted” and add the words “if the”.

16. Methods and Procedures

Delete sentence 16.01.C.2 in its entirety

*** * END OF SECTION * ***

SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.01 Location of Work

All of the work of this Contract is located in public right-of-way or on easements and property owned or obtained by the Owner.

1.02 Work to be Done

- A. The CONTRACTOR shall furnish all labor, materials, equipment, tools, services and incidentals to complete all work required by these Specifications and as shown on the Drawings.
- B. The CONTRACTOR shall perform the work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.
- C. All materials, equipment, skills, tools and labor which are reasonably and properly inferable and necessary for the proper completion of the work in a substantial manner and in compliance with the requirements stated or implied by these Specifications or Drawings shall be furnished and installed by the CONTRACTOR without additional compensation, whether specifically indicated in the Contract Documents or not.
- D. The CONTRACTOR shall comply with all county, state, federal, and other codes which are applicable to the proposed construction work.

1.03 General Description of Work to be Performed

- A. The Work included in the Contract shall be as described in the Contract Documents.
- B. All work shall be done as described in the Specifications and as shown on the Drawings, complete, tested and ready for operation.

1.04 Work Sequence

- A. All work to be done under the Contract shall be done with minimum inconvenience to the OWNER. The CONTRACTOR shall coordinate his work with private property owners such that existing drainage, water service, sewer service and garbage pickup and other public services are maintained at all times.
- B. Construct Work in stages to accommodate the OWNER'S use of the premises during the construction period; coordinate the construction schedule and operations with the ENGINEER.
- C. Construct the Work in stages to provide for public convenience. Do not close off public

access until completion of one stage of construction will provide alternative usage.

1.05 Construction Areas

- A. CONTRACTOR shall limit his use of the construction areas for Work and for storage, to allow for:
 - 1. Work by other contractors.
 - 2. OWNER use.
 - 3. Public use.
- B. Coordinate use of work site under direction of ENGINEER.
- C. Assume full responsibility for the protection, security and safekeeping of products under this Contract stored on the site.
- D. Move any stored products, under CONTRACTOR'S control which interfere with operations of the OWNER or other contractors.
- E. Obtain and pay for the use of additional storage or work areas needed for operations.

1.06 Owner Occupancy

- A. OWNER will have full access to and use of all existing sewer facilities during the entire period of construction for the conduct of his normal operations. Cooperate with ENGINEER in all construction operations to minimize conflict and to facilitate OWNER usage.
- B. CONTRACTOR shall at all times conduct his operations as to insure the least inconvenience to the general public.

1.07 Partial Owner Occupancy

The CONTRACTOR shall schedule his operations for completion of portions of the Work, as designated, for the OWNER'S occupancy prior to Substantial Completion of the entire Work.

1.08 Plans and Specifications

- A. Specifications: The Technical Specifications consist of three parts: General, Products, and Execution. The General section contains general requirements which govern the work. The Products and Execution sections modify and supplement these by detailed requirements of the work and shall always govern whenever there appears to be a conflict.
- B. Intent:
 - 1. All work called for in the Specifications applicable to the Contract but not shown on the Plans in their present form or vice versa shall be of like effect as if shown or mentioned in both. Work not specified in either the Plans or in the Specifications but involved in carrying out their intent or in the complete and proper execution of the work is required and shall be performed by the CONTRACTOR as though it were specifically delineated or described at the CONTRACTOR'S expense.
 - 2. The apparent silence of the Specifications as to any detail, or the apparent omission

from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.

- C. Conflict between Drawings and Specifications. Where an obvious conflict exists between the Plans and Specifications, the ENGINEER shall decide which governs and the CONTRACTOR shall comply with the decision. Such decision shall not be grounds for additional payment to the CONTRACTOR, i.e., the CONTRACTOR shall include the price of the most expensive alternative in his bid.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 Description

- A. CONTRACTOR shall furnish all labor, materials, tools, equipment, appurtenances and all services necessary to perform all Work required, at the lump sum or unit prices for the items listed in the Prices Bid Table located in the Bid Proposal.
- B. The pay items listed in the Bid Proposal constitute all of the pay items for the completion of the Contract. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, plant, services, CONTRACTOR'S or ENGINEER'S field offices, layout surveys, job signs, sanitary requirements, testing, safety devices, approval and record drawings, water supplies, power, removal of waste, watchmen, bonds, insurance, and all other requirements of the Contract Documents. Compensation for all such services, things and materials shall be included in the prices stipulated for the lump sum and unit pay items listed herein.

1.02 Engineer's Estimate of Quantities

The ENGINEER's estimated quantities for unit bid prices, as listed in the Bid Form, are approximate only and are included solely for the purpose of comparison of Bids. The OWNER does not expressly or by implication agree that the nature of the materials encountered below the surface of the ground or the actual quantities of material encountered or required will correspond therewith and reserves the right to increase or decrease any quantity or to eliminate any quantity as OWNER may deem necessary.

1.03 Related Provisions Specified Elsewhere

- A. Payments to CONTRACTOR: Refer to General Conditions and Supplemental Conditions.
- B. Changes in Contract Price: General Conditions and Contract Forms.
- C. Schedule of Values: Section 01026.

1.04 Measurement of Quantities

- A. The measurement and determination of quantities for each pay item will be made in general as prescribed hereinafter and specifically as set out under Method of Measurement and Basis of Payment for each respective pay item section. Actual authorized quantities of work, complete and accepted under the contract, will be measured by the Engineer according to United States standard measures, and in accordance with well recognized engineering practices.
- B. A station when used as a definition or term of measurement will be 100 linear feet.

-
- C. Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures having an area of nine square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered by the Engineer.
 - D. Where the area unit for measurement and payment is specified for erosion control items, the measurements will be taken on the slope of the ground to compute the actual surface area for payment.
 - E. Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
 - F. All items which are measured by the linear foot, such as pipe culverts, guardrail, underdrains, etc., will be measured as specified under the Method of Measurement for the item unless otherwise shown on the plans.
 - G. No payment will be made for unauthorized excavation. Excavation or embankment performed beyond the required neat lines or slope stakes will not be measured for payment unless within tolerances specified or otherwise provided.
 - H. In computing volumes of excavation and embankment, the average end area method will be used, unless otherwise specified.
 - I. When size number is used in the measurement of wire, it will mean the size number specified in AASHTO Designation: M 32.
 - J. The term ton will mean the short ton consisting of 2000 pounds avoirdupois. All materials which are specified for measurement by the ton shall be weighed by competent personnel on approved scales set at locations approved by the Engineer or in the case of prepackaged materials, the manufacturer's bag weight may be used. If material is shipped by rail, the car weight may be accepted provided it is the actual weight of material and not minimum car weight used for assessing freight tariff. However, car weights will not be acceptable for material to be used in mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such time as the Engineer directs, and each truck shall bear a plainly legible identification mark.
 - K. When a complete structure or structural unit, in effect "lump sum" work, is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.
 - L. Volumes of materials computed in cubic yards by the average end area method are designated as "Final Measure" (FM), or "Final Measure - Embankment" (FME). Volumes of materials designated for measurement loose in the vehicle are designated as "Loose Vehicle Measure" (LVM).

-
- M. Volumetric measurement of excavation, embankment, granular materials or similar materials in cubic yards will be made by the methods designated on the plans or in the proposal. For justifiable reasons, such as impracticability of measurement of volumes (usually small) by the designated method, the Engineer may order measurement by another method as follows:
1. Volumes designated for payment by FM may be measured LVM and converted to contract measurement by multiplying the loose measure by 80 percent.
 2. Volumes designated for payment by LVM may be measured in its original position by the average end area method and multiply the FM measure by 125 percent.
 3. Volumes designated for payment by FME may be measured in its original position by the average end area method and multiply the FM measure by 90 percent.
 4. Small volumes of surplus, excess excavation or other small volumes of excavation which are impractical to measure by the average end area method but are designated to be measured by FME may be measured LVM and multiply the loose measure by 72 percent.

When the Engineer orders the use of a conversion factor for converting a unit of measure, the ordered method of measurement shall be deemed acceptable to all parties and shall be final.

- N. When requested by the Contractor and with written approval of the Engineer, material specified to be measured by the cubic yard or ton may be converted to the other measure as appropriate. Factors for this conversion will be determined by the Engineer and agreed to by the Contractor before such method of measurement is used.
- O. All materials measured by the cubic yard LVM shall be hauled in approved vehicles and verified at the point of delivery. Vehicles may be of any size or type acceptable to the Engineer provided the body is of such shape that the capacity may be readily and accurately determined to the whole cubic yard. Unless all vehicles on the work are of uniform capacity, each vehicle must be plainly labeled to indicate its measured capacity. All vehicles shall be legibly numbered for identification.
- P. The vehicles shall be loaded to ensure a water level load when they arrive at the point of delivery. Loads hauled in unapproved vehicles and loads of a quantity less than the measured quantity for the hauling vehicle, will be subject to rejection.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01026
SCHEDULE OF VALUES

PART 1 GENERAL

1.01 Requirements Included

The Schedule of Values is an itemized list that establishes the value or cost of each part of the work as defined in Section 01025, Part 1.04. All other work shall be paid according to the Prices Bid Table. It shall be used as the basis for preparing progress payments and may be used as a basis for negotiations concerning additional work or credits which may arise during the construction. Quantities and unit prices may be included in the schedule when approved by or required by the ENGINEER.

1.02 Preparation

- A. Schedule shall show breakdown of labor, materials equipment and other costs used in preparation of the Bid.
- B. Costs shall be in sufficient detail to indicate separate amounts for each Section of the Specifications.
- C. CONTRACTOR may include items for bond, insurance, temporary facilities and job mobilization within the mobilization bid item.
- D. Schedule of Values shall be prepared on 8-1/2 inch by 11 inch white paper.
- E. Use Table of Contents of the Specifications as basis for Schedule format and identify each item with number and title in the Table of Contents. List sub-items of major products or systems as appropriate or when requested by ENGINEER.
- F. When requested by ENGINEER, support values with data that will substantiate their correctness.
- G. The sum of the individual values shown on the Schedule of Values must equal the total Contract Price.
- H. The manner in which overhead and profit are shown shall be supported by the ENGINEER.
- I. Schedule shall show the purchase and delivery costs for materials and equipment that the CONTRACTOR anticipates he shall request payment for prior to their installation.

1.03 Submittal

Submit two copies of Schedule to ENGINEER for approval at least 20 days prior to submitting first application for a progress payment. After review by ENGINEER, revise and resubmit Schedule as required until it is approved.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01027

APPLICATIONS FOR PAYMENT

PART 1 GENERAL

1.01 Requirements Included

Submit Applications for Payment to the ENGINEER in accordance with the General Conditions and in the form required by the OWNER.

1.02 Format and Data Required

- A. Submit applications typed with itemized Schedule of Values data typed on 8-1/2 inch x 11 inch white continuation sheets.
- B. Provide detailed substantiating data on additional sheets, including paid invoices where applicable.

1.03 Preparation of Application for Progress Payments

- A. Application Form:
 - 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
 - 2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
 - 3. Execute certification with signature of a responsible officer of the CONTRACTOR.
- B. Continuation Sheets:
 - 1. Fill in total list of all scheduled component items of work, with item number and scheduled dollar value for each item.
 - 2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored. Round off values to the nearest dollar or as specified for Schedule of Values.
 - 3. List each Change Order executed prior to date of submission by Change Order Number and description.
 - 4. To receive payment for materials stored on site, submit copies of the original paid invoices with the application for payment.

1.04 Substantiating Data for Progress Payments

- A. Provide substantiating data containing suitable information for review of costs requested with the applications for progress reports identifying:
 - 1. The payment item to which the substantiating data applies.
 - 2. Application number and date.
 - 3. Detailed list of enclosures.
 - 4. For stored materials:
 - a. Item number and identification as shown on application.

-
- b. Description of specific material and invoice of delivered material.
 - c. Consolidated inventory of stored materials showing:
 - (1) Materials received.
 - (2) Materials used.
 - d. Additional stored materials may not be claimed upon reaching 75% completion of the total project.
 - e. Stored Materials shall be inventoried jointly prior to each pay request.
- B. Submit one copy of data for each copy of application for payment.
- C. The CONTRACTOR is to maintain an updated set of record drawings in accordance with Section 01720. As a prerequisite for monthly progress payments, the CONTRACTOR is to exhibit the updated record drawings for review by the OWNER and the ENGINEER.
- D. Construction photographs as required by Section 01380 will be submitted with each progress payment and shall be considered a part of that payment request.
- E. Updated construction schedule showing work completed and work projected by month to the completion of the project.

1.05 Preparation of Application for Final Payment

- A. Fill in application form as specified for progress payments.
- B. Use continuation sheet for presenting the final statement of accounting.

1.06 Submittal Procedure

- A. Submit applications for payment to the ENGINEER at the times stipulated in the General Conditions.
- B. Initially a pencil draft application shall be informally submitted to the ENGINEER who shall review the draft with the CONTRACTOR and make adjustments as appropriate. The CONTRACTOR shall then prepare a formal typed application using the informally approved amounts and submit three (3) complete sets to the ENGINEER.
- C. When the ENGINEER finds the application properly completed and correct, as informally approved, he will transmit it to the OWNER for payment with a copy to the CONTRACTOR.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01030

SPECIAL PROJECT PROCEDURES

PART 1 GENERAL

1.01 WORKMANSHIP, MATERIAL AND EQUIPMENT

- A. When a particular product is specified or called for, it is intended and shall be understood that the Contractor include those products in his bid. Should the Contractor desire to substitute products which he purports to be equal to those specified, the Contractor shall furnish information as described in Section 00700, General Conditions, The alternative products(s) submitted by the Contractor shall meet the requirements of the specifications and shall, in all respects, be equal to the products specified by name herein.
- B. All apparatus, mechanism, equipment, machinery, and manufactured articles for incorporation into the Work shall be new and unused and the standard products of recognized reputable manufacturers.

1.02 PROVISIONS FOR CONTROL OF EROSION AND POLLUTANTS

Sufficient precautions shall be taken during construction to minimize the runoff of polluting substances such as silt, clay, fuels, oils, bitumens, calcium chloride, or other materials harmful to humans, fish, or other life, into the ground and surface waters of the state. Contractor will give all notices and comply with all laws, notices, ordinances, rules and regulations applicable to the work, without exception.

1.03 ON-SITE STORAGE

The Contractor's attention is invited to special storage requirements and possible charges for noncompliance of on-site storage requirements for materials and equipment as specified in Section 01600.

1.04 INCLEMENT WEATHER

- A. In the event of inclement weather, or whenever Engineer shall direct, Contractor and Subcontractors will protect carefully the work and materials against damage or injury from the weathers, including sudden rises in flows due to storms outside the immediate construction zone. Damaged Work and materials shall be removed and replaced. If, in the opinion of Engineer, any portion of Work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or Subcontractors to so protect the Work, no additional time for removal and replacement will be given by the Owner.

1.05 WARRANTIES

- A. All work supplied under the Contract shall be warranted for a period of one (1) year or such longer period of time as may be prescribed by any special guarantee required by Change Orders or issued by Subcontractor, suppliers, or manufacturers, from the date of acceptance for operations (beneficial use) by the Owner as specified in Section 01740, Warranties and Bonds.
- B. The work shall be warranted to be free from defects in workmanship, design and materials. If any part of the work should fail during warranty period, it shall be replaced or restored to service at no expense to the Owner.

1.06 CONSTRUCTION CONDITIONS

The Contractor shall strictly adhere to the specific requirements of the governmental units(s) or agency(ices) having jurisdiction over the work. Wherever there is a difference in the requirements of a jurisdictional body and these Specifications, the more stringent shall apply.

1.07 PUBLIC NUISANCE

The Contractor shall not create a public nuisance, including, but not limited to, encroachment on adjacent lands, flooding of adjacent lands, or excessive noise.

1.08 SUSPENSION OF WORK DUE TO WEATHER

During inclement weather, all work which might be damaged or rendered inferior by such weather conditions shall be suspended. The orders and decisions of the Engineer as to suspensions shall be final and binding. The authority of the Engineer to issue such an order shall not be interpreted as a requirement to do so. During suspension of the work from any cause, the work shall be suitably covered and protected so as to preserve it from injury by the weather. Notwithstanding this provision, it is understood and agreed that the General Conditions shall control.

1.09 RELOCATIONS

The Contractor shall be responsible for the relocation of structures, including, but not limited to, light poles, signs, sign poles, fences, mailboxes, piping, conduits and drains that interfere with the positioning of the work as set out on the Drawings. The cost of all such relocations shall be included in the bid.

1.10 SALVAGE

Any existing equipment or materials, including, but not limited to, valves, pipes, fittings, couplings, etc., which are removed or replaced as a result of construction under this project may be designated as salvage by the Engineer and, if so, shall be removed and delivered to the Owner at a location directed by the Engineer.

1.11 PERMITS

Upon notice of award, the Contractor shall immediately apply for all applicable permits not previously obtained by the Owner to do the work from the appropriate governmental agency or agencies. No work shall commence until all applicable permits have been obtained and copies delivered to the Engineer. The costs for obtaining all permits shall be borne by the Contractor.

1.12 HAZARDOUS LOCATION

- A. The existing wet wells, manholes, sewers, force mains, pipes, and other related areas are hazardous locations in that explosive concentrations of sewage gas may be present. The Contractor is cautioned that the above areas, especially the wet well, may be deficient in oxygen. Checks shall be made by the Contractor whenever personnel are working in these areas to insure that adequate ventilation has been provided.
- B. In his operations in hazardous locations, the Contractor shall use spark-proof tools and explosion-proof temporary lighting and shall not use electric power tools, open flame devices, electric welding or any device or methods which might conceivably cause ignition or explosion.
- C. If a working is atmosphere is unsafe, the Contractor shall furnish, install, operate, and later remove such temporary auxiliary ventilating facilities as are necessary to provide a safe atmosphere.
- D. The Contractor shall also instruct and caution his employees and the employees of his subcontractors to avoid smoking while in the hazardous areas. Suitable prominent "No Smoking" signs shall be placed at locations where sewage gas could be present.

1.13 NOTIFICATION OF WORK ON EXISTING FACILITIES

Before commencing work on any of the existing structures or equipment, the Contractor shall notify the Engineer, in writing, at least ten (10) calendar days in advance of the date he proposes to commence such work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01041

PROJECT COORDINATION

PART 1 GENERAL

1.01 Work Progress

The CONTRACTOR shall furnish personnel and equipment which will be efficient, appropriate, and large enough to secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the time stipulated in the contract. If at any time such personnel appear to the ENGINEER to be inefficient, inappropriate, or insufficient for performing the quality of work required or for producing the rate of progress aforesaid, he may order the CONTRACTOR to increase the efficiency, change the character or increase the personnel and equipment, and the CONTRACTOR shall conform to such order at his own expense. Failure of the ENGINEER to give such order shall in no way relieve the CONTRACTOR of his obligations to perform the work at the specified quality and rate of progress.

1.02 Private Land

The CONTRACTOR shall not enter or occupy private land outside of the OWNER'S land, right-of-ways, or servitudes except by written permission of both the OWNER and the Owner of the private land. Such permission shall be obtained by and at the expense of the CONTRACTOR and at no additional cost to the OWNER.

1.03 Work Locations

Work shall be located substantially as indicated on the Drawings, but the Engineer reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons.

1.04 Open Excavations

All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons and damage to property. The CONTRACTOR shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by the public, OWNER'S and ENGINEER'S personnel, and workmen.

1.05 Test Pits

Test pits for the purpose of locating underground utilities or structures which may interfere with installation of the Work shall be excavated in advance of the Work and backfilled by the CONTRACTOR. Test pits shall be backfilled immediately after their purpose has been satisfied and maintained in a manner satisfactory to the ENGINEER. The costs for such test pits shall be included in the cost of the work for which the test pits benefit.

1.06 Water for Construction Purposes

- A. In locations where public water supply is available, the CONTRACTOR shall purchase water for all construction purposes.
- B. The CONTRACTOR shall make his own arrangements and pay all costs for connections to public water systems and for water used. Existing OWNER supplies or connections shall not be used without prior approval by OWNER.

1.07 Maintenance of Flow

The CONTRACTOR shall maintain the flow of sewers, drains, and water courses interrupted during the progress of the Work, including complete pumped bypass systems where necessary. The CONTRACTOR shall immediately remove all offensive matter. The entire procedure of maintaining existing flow shall be fully discussed with the ENGINEER well in advance of the interruption of any flow. All temporary works installed for flow maintenance shall be removed when the permanent work is finished and the areas cleaned and restored to good condition.

1.08 Protection of Construction and Equipment

- A. All newly constructed work shall be carefully protected from injury in any way. No wheeling or walking or placing of heavy loads on it shall be allowed. All portions of the work injured shall be reconstructed by the CONTRACTOR at his own expense.
- B. All structures shall be protected in a suitable manner. Should any parts of the structures become heaved, cracked or otherwise damaged, all such damaged portions of the work shall be completely repaired and made good by the CONTRACTOR at his own expense and to the satisfaction of the ENGINEER. If, in the final inspection of the work, any defects, faults or omissions are found, the CONTRACTOR shall cause the same to be repaired or removed and replaced by proper materials and workmanship without extra compensation for the materials and labor required. Further, the CONTRACTOR shall be fully responsible for the satisfactory maintenance and repair of the construction and other work undertaken herein for at least the guarantee period described in the contract.
- C. The CONTRACTOR shall take all necessary precautions to prevent damage to any structure due to water pressure (groundwater or surface water) during and after construction and until such structure is accepted and taken over by the OWNER.
- D. The CONTRACTOR is responsible for security of the site. Security of all equipment, material, tools, machinery, supplies, structures, buildings, vehicles and offices is the responsibility of the CONTRACTOR. Measures to affect job site security and limit unauthorized access, including temporary fencing, security guards, and other measures are the responsibility of the CONTRACTOR at his expense.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01041.1

UTILITIES COORDINATION

PART 1 GENERAL

1.01 UTILITIES

Utilities for the purpose of these specifications shall be considered as including, but not limited to: pipelines, conduits, cables, transmission lines and appurtenances of Public Utilities and those of Special Utility Districts, Cities or Towns, businesses or individuals solely for their own use or for use of their tenants; and storm drains, sanitary sewers, street lighting, traffic signal and fire alarm systems.

1.02 UNDERGROUND INSTALLATIONS

Existing underground pipelines and utilities are indicated on the Drawings only to the extent such information was made available to or discovered by Engineer in preparing drawings. There is no guarantee as to the accuracy or completeness of such information, and all responsibility for the accuracy and completeness thereof is expressly disclaimed by the Owner and the Engineer.

1.03 UTILITIES LOCATED IN CITY RIGHT-OF-WAY

Unless otherwise provided or excepted herein, the removal, adjusting, relocation, or replacement of utility structures or facilities within City right-of-way which may be necessary for construction of the work in accordance with these Contract Documents, shall be at the expense of the Contractor.

It shall be the Contractor's responsibility to protect and maintain those utilities which, in the opinion of the Engineer, do not need to be disturbed in order to accomplish the work required by the contract.

1.04 RELOCATIONS OF EXISTING GAS LINES, TELEPHONE LINES, ELECTRIC LINES, CABLE TV LINES AND WATER LINES

The Contractor shall notify the proper authority of the utility involved when relocation of these lines is required. The Contractor shall coordinate all work by the utility so that the progress of construction will not be hampered.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL

The Contractor, when the Notice to Proceed is received, shall notify the owners of utilities affected by the work, the approximate date upon which he will begin work, and shall submit a progress schedule of the proposed work. This shall be deemed sufficient notice if the project progresses

according to the progress schedule submitted with the notification. If changes in the schedule of the work occur, the Contractor shall appraise both the owner of the utility affected and the Engineer so that adjustments in the work schedule of utility can be made. The Contractor shall be responsible for damages to the utility facility and construction delays resulting from failure to notify the utility and the Engineer of changes in procedure or location.

3.02 PROTECTION OF EXISTING UTILITIES

- A. The attention of the Contractor is drawn to the fact that during excavation, the possibility exists of the Contractor encountering various water, gas, telephone, electrical, or other utility lines not shown on the Drawings. The Contractor shall exercise extreme care before and during excavation to locate and flag these lines so as to avoid damage to the existing lines. Should damage occur to an existing line, the Contractor shall repair the line at no cost to the Owner.
- B. The Contractor shall assume full responsibility for the protection of all utilities, public and private, including poles, services to buildings, gas pipes, water pipes, hydrants, sewers, drains, and electric and telephone cables, whether or not they are shown on the Drawings. The Contractor shall carefully support and protect all such utilities from injury of any kind. Any damage resulting from the Contractor's operation shall be repaired by him at his expense.

The protection and preservation of utility facilities which are located within the right-of-way, but outside the normal limits of construction, as determined by the Engineer, shall be the responsibility of the Contractor. The Contractor shall be responsible for all damage to utilities which are due to his negligence.

- C. The Contractor shall bear full responsibility for obtaining locations of all underground structures and utilities (including existing water services, drain lines, and sewer). Services to buildings shall be maintained, and all costs or charges resulting from damage thereto shall be paid by the Contractor.
- D. If, in the opinion of the Engineer, permanent relocation of a utility owned by the City is required, he may direct the Contractor, in writing, to perform the work. Work so ordered will be paid for at the Contract unit prices, if applicable, or as extra work under Article 10 of the General Conditions. If relocation of a privately owned utility is required, the Contractor will notify the Utility to perform the work as expeditiously as possible. The Contractor shall fully cooperate with the County and Utility and shall have no claim for delay due to such relocation.
- E. The Contractor shall notify public and private utility companies in writing at least two, but not more than five full days (excluding Saturdays, Sundays, and legal holidays) before excavating near their utilities.

3.03 UTILITIES TO BE ADJUSTED

The owners of utility facilities which require relocation, removal, adjustment or replacement shall, if possible and feasible, perform this work prior to the commencement of the Contractor's work. Where

utility work must be done in conjunction with the Contractor's work on the project or in conjunction with the work of other utilities, arrangements for when, how and where the operation is to proceed shall be worked out among the parties concerned. If disputes arise, the Engineer shall decide the course of action to be taken.

3.04 UTILITIES CONFLICTING WITH OPERATIONS

Those utility facilities which do not conflict with the improvement, but which are obstructions to the operations required for installation or which are obstructions to the operations required for installation of which present unusual difficulty due to their close proximity to the area of the operations, shall be located with certainty by the owners of the utility prior to the arrival of the Contractor's operation which would be hindered by the utility facility. The Contractor is required to preserve the utility facility in place without damage and shall be responsible for damages sustained, if the utility owner has located the facility by exposing it to the view of the Contractor or has otherwise made the Contractor aware, with certainty, of the location of the facility. Any other arrangements that the Contractor may make with a utility owner as a substitute for the requirements of this Section shall require the approval of the Engineer, in writing.

3.05 MISLOCATED UTILITIES

The owner of a utility shall be wholly responsible for the proper location of his facilities which are affected by construction work performed according to these specifications. Improperly located or mislocated facilities which are damaged during construction shall be the responsibility of the utility, providing proper notification has been given.

*** * END OF SECTION * ***

SECTION 01045
CUTTING AND PATCHING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Contractor shall be responsible for all cutting, fitting and patching, including attendant excavation and backfill, required to complete the Work to include:

- A. Make its several parts fit together properly.
- B. Uncover portions of the Work to provide for installation of ill-timed work.
- C. Remove and replace defective work.
- D. Remove and replace work not conforming to requirements of the Contract Documents
- E. Remove samples of installed work as specified for testing.

1.02 SUBMITTALS

- A. Submit a written request to the Engineer well in advance of executing any cutting or alteration which affects:
 - 1. Work of the Owner or any separate contractor.
 - 2. Structural value or integrity of any element of the Project or work.
 - 3. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
 - 4. Efficiency, operational life, maintenance or safety of operational elements.
 - 5. Visual qualities of sight-exposed elements.
- B. Request shall include:
 - 1. Identification of the work.
 - 2. Description of affected work.
 - 3. The necessity for cutting, alteration or excavation.
 - 4. Effect on work of Owner or any separate Contractor, or on structural or weatherproof integrity of work.

-
5. Description of proposed work:
 - a. Scope of cutting, patching, alteration, or excavation.
 - b. Trades who will execute the work.
 - c. Products proposed to be used.
 - d. Extent of refinishing to be done.
 6. Alternatives to cutting and patching.
 7. Cost proposal, when applicable.
- C. Submit written notice to the Engineer designating the date and the time the work will be uncovered.

PART 2 PRODUCTS

2.01 MATERIALS

Comply with specifications and standards for each specific product involved.

PART 3 EXECUTION

3.01 INSPECTION

- A. Inspect existing conditions of Project, including elements subject to damage or to movement during cutting and patching.
- B. After uncovering work, inspect conditions affecting installation of products or performance or work.
- C. Report unsatisfactory or questionable conditions to the Engineer in writing; do not proceed with work until the Engineer has provided further instructions.

3.02 PREPARATION

- A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of Work.
- B. Provide devices and methods to protect other portions of Project from damage.
- C. Provide protection from elements for the portion of the Project which may be exposed by cutting and patching work, and maintain excavations free from water.

3.03 PERFORMANCE

- A. Execute cutting and demolition by methods which will prevent damage to other work and will provide proper surfaces to receive installation of repairs.
- B. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.
- C. Employ original installer or fabricator to perform cutting and patching for:
 - 1. Weather-exposed or moisture-resistant elements.
 - 2. Sight-exposed finished surfaces.
- D. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.
- E. Restore work which has been cut or removed; install new products to provide completed work in accord with requirements of Contract Documents.
- F. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:
 - 1. For continuous surfaces, refinish to nearest intersection.
 - 2. For an assembly, refinish entire unit.

*** * END OF SECTION * ***

SECTION 01050

FIELD ENGINEERING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall provide and pay for field engineering services for:
 - 1. Survey work required in execution of work.
 - 2. Civil, structural, or other professional engineering services specified or required to execute the Contractor's construction method.
- B. The method of field staking for the construction of the work shall be at the option of the Contractor. The Owner shall provide the engineering surveys to establish reference points which in his judgment are necessary to enable the Contractor to proceed with his work.
- C. The accuracy of any method of staking shall be responsibility of the Contractor. All engineering for vertical and horizontal control shall be the responsibility of the Contractor.
- D. The Contractor shall be held responsible for the preservation of all stakes and marks. If any stakes or marks are carelessly or willfully disturbed by the Contractor, the Contractor shall not proceed with any work until he has reestablished such points, marks, lines and elevations as may be necessary for the prosecution of the work.
- E. The Contractor shall retain the services of a competent surveyor, registered in the State of Mississippi, to layout the work and maintain a survey during construction. The Contractor shall be solely responsible for proper location of the work.

1.02 SURVEY REFERENCE POINTS

Locate and protect control points prior to starting site work, and preserve all permanent reference points during construction.

- 1. Make no changes or relocations without prior written notice to the Engineer.
- 2. Report to the Engineer when any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.

1.03 PROJECT SURVEY REQUIREMENTS

- A. Establish temporary bench marks as needed, referenced to data established by survey control points. Record locations, with horizontal and vertical data, on Record Drawings.

-
- B. Establish lines and levels, and locate and lay out, by instrumentation and similar appropriate means:
 - 1. Site improvements, including utility slopes and invert elevations.
 - 2. Batter boards for structures.
 - C. From time to time, verify layouts by same methods.
 - D. Establish all lines and grades prior to construction of site improvements.

1.04 RECORDS

- A. Maintain a complete, accurate log of all control and survey work as it progresses.
- B. At Contract closeout, submit a survey of installation of water mains, fire hydrants, and valves at the same scale as the Engineer's drawings indicating elevations and channel stationing at 100 foot increments.

1.05 SUBMITTALS

- A. On request of the Engineer, submit documentation to verify accuracy of field engineering work.
- B. Submit Drawings showing locations of all pipes and structures constructed. This Drawing shall be included with the Record Drawings.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION(NOT USED)

*** * END OF SECTION * ***

SECTION 01060

REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Abbreviations and acronyms used in Contract Documents to identify reference standards are as indicated herein.

1.02 QUALITY ASSURANCE

- A. Applications: When a standard is specified by references, comply with requirements and recommendations stated in the standard, except when requirements are modified by the Contract Documents, or applicable codes establish stricter standards.
- B. Publications Date: The publication in effect on the date of issue of Contract Documents, except when a specific publication date is specified.

1.03 ABBREVIATIONS, NAMES, AND ADDRESSES OF ORGANIZATIONS

The following standards may be referenced in the Contract Documents. The contractor shall obtain copies of reference standards directly from the publication source when needed for proper performance of Work or when required for submittal by Contract Documents.

AAN	American Association for Nurserymen 1250 I Street N.W., Suite 500 Washington, DC 20005 (202) 789-2900
AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street, N.W., Suite 225 Washington, DC 20001 (202) 624-5800
ACI	American Concrete Institute Post Office Box 19150 22400 W. Steven Mile Road Detroit, MI 48219 (313) 532-2600
ACPA	American Concrete Pipe Association 8320 Old Courthouse Road, Suite 201 Vienna, VA 22180 (703) 821-1990
AI	Asphalt Institute

	Asphalt Institute Building College Park, MD 20740-1802
AISC	American Institute of Steel Construction 400 North Michigan Avenue Chicago, IL 60611 (312) 670-2400
AISI	American Iron and Steel Institute 1133 15th Street N.W., Suite 300 Washington, DC 20005 (202) 452-7100
ANSI	American National Standard Institute 1430 Broadway New York, NY 10018 (212) 354-3300
ASCE	American Society of Civil Engineers 345 East 47th Street New York, NY 10017 1-800-548-ASCE 345 East 47th Street New York, NY 10017 (212) 705-7722
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103 (215) 299-5400
AWPA	American Wood Preserver's Association Post Office Box 849 Stevensville, MD 21666 (301) 643-4163
AWS	American Welding Society Post Office Box 351040 550 LeJeune Road, N.W. Miami, FL 33126 1-800-443-9353
AWWA	American Water Works Association 6666 W. Quincy Avenue Denver, CO 80235 (303) 794-7711
CLFMI	Chain Link Fence Manufacturers Institute

	1776 Mass Avenue N.W., Suite 500 Washington, DC 20036 (202) 659-3537
CRSI	Concrete Reinforcing Steel Institute 933 N. Plum Grove Road Schaumburg, IL 60173 (312) 517-1200
DIPRA	Ductile Iron Pipe Research Association 245 Rivercase Parkway E., Suite 100 Birmingham, AL 35244 (205) 988-9870
FS	Federal Specification General Services Administration Specifications and Consumer Information & Distribution Section (WFSIS) 7 and D Street S.W., Room 654 Washington, DC 20407 (202) 472-2140
IEEE	Institute of Electrical and Electronic Engineers Service Center 345 E. 47th Street New York, NY 10017 (212) 705-7900
MDOT	Mississippi Department of Transportation P. O. Box 1850 Jackson, Ms 39215-1850 (601) 359-1213
MIL	Department of the Navy Navel Publications and Forms Center 5801 Torbor Avenue Philadelphia, PA 19120-5099 (215) 697-2667
NEC	National Electric Code National Fire Protection Association Batterymarch Park Quincy, MA 02269 (617) 770-3000
NEMA	National Electrical Manufacturer's Association 2101 L Street, NW, Suite 300 Washington, DC 20037 (202) 457-8400
NSPE	National Society of Professional Engineers

	1420 King Street Alexandria, VA 22314 (703) 684-2835
OSCI	Office of Standards Code and Information National Bureau of Standards Gaithersburg, MD 20899 (301) 975-4029
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077 (312) 966-6200
PCI	Prestressed Concrete Institute 175 W. Jackson Blvd., Suite 1859 Chicago, IL 60604 (312) 786-0300
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association Post Office Box 70 Merrifield, VA 22116 (703) 790-9890
SSPC	Steel Structures Painting Council 4400 5th Avenue Pittsburgh, PA 15213 (412) 268-3327
UL	Underwriter's Laboratories, Inc. 333 Pfingsten Road Northbrook, IL 60062 (312) 272-8800

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01200
PROJECT MEETINGS

PART 1 GENERAL

1.01 Requirements Included

- A. The ENGINEER shall schedule and administer a preconstruction meeting, construction progress meetings, and specially called meetings throughout the progress of the work. The ENGINEER will:
 - 1. Prepare agenda for meetings.
 - 2. Make physical arrangements for meetings.
 - 3. Preside at meetings.
 - 4. Record the minutes; include significant proceedings and decisions.
 - 5. Reproduce and distribute copies of minutes.
- B. The CONTRACTOR and representatives of, where appropriate, subcontractors and suppliers shall attend meetings. The representative shall be qualified and authorized to act on behalf of the entity each represents.
- C. The CONTRACTOR shall attend and identify at the meetings the actual status of the Contract Work and, when the Work is not being performed consistently with the Contract Documents and construction schedules, shall identify at the meetings the steps he is taking to resolve the inconsistency.

1.02 Pre-construction Meeting

- A. The CONTRACTOR shall participate in a preconstruction meeting to be held after the effective date of the Agreement and prior to the date of Notice to Proceed.
- B. The following are expected to be in attendance:
 - 1. OWNER'S Representative and other staff as appropriate.
 - 2. ENGINEER and his professional consultants as appropriate.
 - 3. ENGINEER's Resident Project Representative.
 - 4. CONTRACTOR's Representative and Construction Superintendent.
 - 5. Subcontractors as appropriate.
 - 6. Utility representatives as appropriate.
 - 7. Others as appropriate.
- C. The following matters are expected to be addressed:
 - 1. Distribution and discussion of:
 - a. List of major subcontractors.
 - b. Project construction schedules.
 - 2. Critical work sequencing.
 - 3. Project Coordination.
 - 4. Designation of responsible personnel.

-
5. Procedures and processing of:
 - 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.

-
- 13. Review proposed changes for:
 - a. Effect on Construction Schedule and completion date.
 - b. Effect on other contracts of the Project.
 - 14. Other matters as appropriate.
 - 15. Record drawings.
- E. The CONTRACTOR shall be prepared to discuss the above topics and to make commitments for resolving deficiencies.
- F. The CONTRACTOR shall provide a current submittal log at each progress meeting in accordance with Section 01340.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01310
CONSTRUCTION SCHEDULES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Contractor shall comply with the General Conditions.
- B. Submit revised progress schedules periodically.

1.02 FORM OF SCHEDULES

- A. Prepare schedules in the form of a horizontal bar chart.
 - 1. Provide separate horizontal bar for each trade or operation.
 - 2. Horizontal time scale; identify the first work day of each week.
 - 3. Scale and spacing: To allow for notations and future revisions.
 - 4. Minimum sheet size: 8-1/2 inches by 11 inches.
- B. Format of listings: The table of contents of the Contract Documents.
- C. Identification of listings: Items of work.

1.03 CONTENT OF SCHEDULE:

- A. Construction Progress Schedule:
 - 1. Show the complete sequence of construction by activity.
 - 2. Show the dates for the beginning, and completion of each major element of construction.
 - 3. Show projected percentage of completion for each item, as of the first day of each month.
 - 4. Show an anticipated monthly payment schedule.
- B. Submittal Schedule for Shop Drawings, Product Data and Samples. Show:
 - 1. The dates for Contractor's submittal.
 - 2. The dates approved submittal will be required from the Engineer.

1.04 PROGRESS REVISIONS

- A. Indicate progress of each activity to date of submission.
- B. Show changes occurring since previous submission of schedule:
 - 1. Major changes in scope.
 - 2. Activities modified since previous submission.
 - 3. Revised projections of progress and completion.
 - 4. Other identifiable changes.
- C. Provide a narrative report as needed to define:
 - 1. Problem areas, anticipated delays, and the impact on the schedule.
 - 2. Corrective action recommended, and its effect.

1.05 SUBMISSIONS

- A. Submit initial schedules in accordance with the General Conditions.
 - 1. Engineer will review schedules and return review copy within ten (10) days after receipt.
 - 2. If required, Contractor shall resubmit within seven (7) days after return of review copy.
- B. Submit revised progress schedules with each Application for Payment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01340

SHOP DRAWINGS, PROJECT DATA, AND SAMPLES

PART 1 GENERAL

1.01 Requirements Included:

- A. The Contractor shall submit to the Engineer for review and exception, if any, such working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this article called data), and material samples (hereinafter in this article called samples) as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. Within fifteen (15) calendar days after the Effective Date of the Agreement, the Contractor shall submit to the Engineer a complete list of preliminary data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way relieve the Contractor from submitting complete shop drawings, data, and samples in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.
- C. The Contractor is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting. This log should include the following items:
 - 1. Submittal Description and Number assigned.
 - 2. Date to Engineer.
 - 3. Date returned to Contractor (from Engineer).
 - 4. Status of Submittal (No exceptions taken, returned for confirmation or resubmittal, rejected).
 - 5. Date of Resubmittal and Return (as applicable).
 - 6. Date material released (for fabrication).
 - 7. Projected date of fabrication.
 - 8. Projected date of delivery to site.
 - 9. Status of O&M manuals submittal.

1.02 Contractor's Responsibility

- A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the Drawings and data shall bear Contractor's stamp showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp or evidence that the Contractor has not performed the required review will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents.
- B. Determine and verify:
 - 1. Field measurements.
 - 2. Field construction criteria.
 - 3. Catalog numbers and similar data.
 - 4. Conformance with Specifications and indicate all variances from the Specifications.
- C. The Contractor shall furnish the Engineer a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
- D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him by the Engineer with no exceptions taken.
- E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than twenty-one (21) calendar days for checking and appropriate action from the time the Engineer receives them.
- F. The Contractor shall submit five (5) copies of shop drawings and descriptive or product data submittal to complement shop drawings to the Engineer which will be retained for his use.
- G. The Contractor shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary shop drawings.
- H. The Contractor shall utilize a Sequential Numbering System for submittals (1-999). Resubmittals or confirming material shall be assigned a letter next to the submittal number, i.e. A= second submittal, B= third submittal, etc.
- I. Submittals shall include a certified statement of compliance to the requirements detailed in the specifications in addition to other submittal requirements. This certification shall be prepared by the manufacturer and not the local supplier. Validity of the authority and position of the person signing the certification shall be verified by a Notary Public. The statement of compliance shall address each point of conformance contained in the governing

specifications with definite comments of either compliance or non-compliance. Statements of non-compliance with points of conformance shall be accompanied by a statement of justification as to the reason for non-conformance and why the non-complying feature is considered to be either equal to or better than the specified feature. The Engineer will use the certified statement of compliance in his evaluation of the submittal rendering a judgment as to equality to the specified product and issuing a statement as to whether the product is acceptable for or rejected from incorporation into the work.

- J. When a manufacturer named in the controlling specification is chosen to supply a product and the details of manufacture, size, and installation are shown on this standard catalog cut sheets, the manufacturer may submit the certified statement of compliance as detailed above along with installation details specific to the work such as laying schedules, etc. as required, deleting the standardized catalog data.

1.03 Engineer's Review of Shop Drawings

- A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation.
- B. The review of drawings and schedules will be general, and shall not be construed:
1. as permitting any departure from the Contract requirements;
 2. as relieving the Contractor of responsibility for any errors, including details, dimensions, omissions and materials;
- C. If the drawings or schedules as submitted describe variations per subparagraph (1.04.D), and show a departure from the Contract requirements which Engineer finds to be in the best interest of the Owner and to be so minor as not to involve a change in Contract Price or Time, The Engineer may return the reviewed Drawings without noting any exception.
- D. After the ENGINEER completes his review, the Shop Drawings will be marked with one of the following notations:
1. No Exceptions Taken.
 2. Make Corrections Noted.
 3. Revise and Resubmit.
 4. Rejected.
 5. Submit Specified Item.
- E. If a submittal is acceptable, it will be marked "No Exception Taken" or "Make Corrections Noted". Three copies of the submittal will be returned to the CONTRACTOR.
- F. Upon return of a submittal marked "No Exception Taken" or "Make Corrections Noted", the CONTRACTOR may order, ship or fabricate the materials included on the submittal, provided it is in accordance with the corrections indicated.
- G. If a Shop Drawing action is "Make Corrections Noted" but has extensive corrections or

corrections affecting other drawings or Work, the ENGINEER may require that the CONTRACTOR make the corrections indicated thereon and resubmit the Shop Drawings for record purposes. In this case, the submittal will be marked "Make Corrections Noted-Resubmit".

- H. If a submittal is unacceptable, two copies will be returned to the CONTRACTOR with one of the following notations:
 - 1. "Revise and Resubmit"
 - 2. "Rejected"
- I. Upon return of a submittal marked "Revise and Resubmit", the CONTRACTOR shall make the corrections indicated and repeat the initial approval procedure. The "Rejected" notation is used to indicate material or equipment that is not acceptable. Upon return of a submittal so marked, the CONTRACTOR shall repeat the initial approval procedure utilizing acceptable material or equipment.
- J. Submittals lacking adequate details or information to allow the ENGINEER to determine whether or not the submittal meets the intent of the Contract specifications shall be marked "Submit Specified Item" and returned without further comment.
- K. Shop Drawings or other submittals not bearing the ENGINEER'S "No Exception Taken" or "Make Corrections Noted" notations shall not be issued to Subcontractors nor utilized for construction purposes. No Work shall be performed or equipment installed without a drawing or submittal bearing one of these notations.
- L. In the event the CONTRACTOR obtains the ENGINEER'S approval for the use of equipment other than that which is shown or specified, the CONTRACTOR shall, at his own expense and using methods approved by the ENGINEER, make all changes to the Work, including structures, piping, electrical, equipment and controls, that may be necessary to accommodate this equipment.
- M. Resubmittals will be handled in the same manner as first submittals. The Contractor shall direct specific attention to revisions other than the corrections requested by the Engineer on previous submissions by written details or markings on the resubmitted Shop Drawings. The Contractor shall make any corrections required by the Engineer.
- N. If the Contractor considers any correction indicated on the Drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the Engineer.
- O. The Engineer will review a submittal/resubmittal a maximum of three times after which cost of review will be borne by the Contractor. The cost of engineering shall be equal to the Engineer's charges to the Owner under the terms of the Engineer's agreement with the Owner.
- P. When the Shop Drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further

changes therein except upon written instructions or approval from the Engineer.

Q. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor, and will be considered "NOT APPROVED" until resubmitted.

1.13 SHOP DRAWINGS

- A. Shop drawings shall be complete and detailed.
- B. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.
- C. Each shop drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:
 - 1. Number and title of the drawing.
 - 2. Date of drawing or revision.
 - 3. Name of project building or facility.
 - 4. Name of contractor and subcontractor submitting drawing.
 - 5. Clear identification of contents and location of the work.
 - 6. Specification number and title.
- D. If Drawings show variations from Contract requirements because of standard Shop practice or other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such Drawings have been reviewed.
- E. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material as required. Materials and equipment lists shall give for each item thereon the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish, and all other pertinent data.
- F. The Contractor shall provide a list including the equipment name, address, and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained for all mechanical and electrical equipment furnished.

-
- G. All manufacturers or equipment suppliers who proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required Shop Drawings. The installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least one (1) year.
 - H. Only the Engineer will utilize the color red in marking Shop Drawing submittals.
 - I. Before final payment is made, the Contractor shall furnish to Engineer five (5) sets of record shop drawings all clearly revised, complete and up to date showing the permanent construction as actually made for all reinforcing and structural steel, miscellaneous metals, process and mechanical equipment, yard piping, electrical system and instrumentation system.

1.13 Working Drawings

- A. Working drawings shall be considered to mean the Contractor's plans for temporary structures.
- B. Copies of working drawings as noted in subparagraph 1.02, shall be submitted to the Engineer where required by the Contract Documents or requested by the Engineer, and shall be submitted at least thirty (30) calendar days (unless otherwise specified by the Engineer) in advance of their being required for work.
- C. The Engineer will not review working drawings but shall use them as information to monitor the work performed by the Contractor.

1.14 Samples

- A. The Contractor shall furnish for the review of the Engineer samples required by the Contract Documents or requested by the Engineer. Samples shall be delivered to the Engineer as specified or directed and the Contractor shall prepay all shipping charges. Materials or equipment for which samples are required shall not be used in work until reviewed by the Engineer.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
 - 2. Name of Contractor and Subcontractor
 - 3. Material or Equipment represented
 - 4. Place of Origin
 - 5. Name of Producer and Brand (if any).

6. Location in Project

(Samples of finished materials shall have additional marking that will identify them under the finished schedules.)

- C. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in subparagraph 1.06B above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the Engineer under separate cover and the remaining copy shall be for the Contractor's records. Review of a sample shall be only for the characteristics or use named and shall not be construed to change or modify any Contract requirements.
- D. Reviewed samples not destroyed in testing shall be sent to the Engineer or stored at the site of the work. Reviewed samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the reviewed samples. Samples which failed testing or were rejected will be returned to the Contractor at his expense, if so requested at time of submission.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01410

TESTING LABORATORY SERVICES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Contractor will employ and pay for the services of an Independent Testing Laboratory to perform testing specifically indicated on the Contract Documents or specified in the Specifications and may at any other time elect to have materials and equipment tested for conformity with the Contract Documents.

- A. Employment of the laboratory shall in no way relieve Contractor's obligations to perform the Work of the Contract.

1.02 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

Laboratory is not authorized to:

- A. Release, revoke, alter or enlarge on requirements of Contract Documents.
- B. Approve or accept any portion of the Work.
- C. Perform any duties of the Contractor.

1.03 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel; provide access to Work, to Manufacturer's operations.
- B. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
- C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other materials mixes which require control by the testing laboratory.
- D. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacture or fabrication. Standard specifications for quality and workmanship are indicated in the Contract Documents. The Owner may require the Contractor to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the standard specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.
- E. Furnish incidental labor and facilities:
 - 1. To provide access to Work to be tested.

-
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.

-
2. Submit a separate request for each Product, supported with complete data, with drawings and samples as appropriate, including:
 - a. Comparison of the qualities of the proposed substitution with that specified.
 - b. Changes required in other elements of the work because of the substitution.
 - c. Effect on the construction schedule.
 - d. Cost data comparing the proposed substitution with the Product specified.
 - e. Any required license fees or royalties.
 - f. Availability of maintenance service, and source of replacement materials.
 3. The Engineer shall be the judge of the acceptability of the proposed substitution.

D. Contractor's Representation:

A request for a substitution constitutes a representation that Contractor:

1. Has investigated the proposed Product and determined that it is equal to or superior in all respects to that specified.
2. Will provide the same warranties or bonds for the substitution as for the Product specified.
3. Will coordinate the installation of an accepted substitution into the Work, and make such other changes as may be required to make the Work complete in all respects.
4. Waives all claims for additional costs, under his responsibility, which may subsequently become apparent.

1.07 SPECIAL TOOLS

Manufacturers of equipment and machinery shall furnish any special tools required for normal adjustment, operations and maintenance, together with instructions for their use. The Contractor shall preserve and deliver to the Owner these tools and instructions in good order no later than upon completion of the Contract.

1.08 WARRANTY

For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's as stipulated in the specifications for each piece of equipment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01630

SUBSTITUTIONS

PART 1 GENERAL

1.01 General

Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions and shall contain complete data substantiating compliance of proposed substitution with Contract Documents.

1.02 Substitutions

- A. During a period of 60 days after execution of Contract, ENGINEER will consider written requests from CONTRACTOR for substitution of products or construction methods (if specified).
 - 1. After end of specified period, requests will be considered only in case of unavailability of products or other conditions beyond control of CONTRACTOR.
 - 2. If the CONTRACTOR proposes to use products other than named manufacturers in the technical Specification, the ENGINEER reserves the right to require the CONTRACTOR to submit information within the first 30 days after the NOTICE TO PROCEED verifying that the proposed equipment will comply with the Specifications.
- B. Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions, and shall contain complete data substantiating compliance of proposed substitution with the Contract Documents.
- C. In making request for substitution, CONTRACTOR represents:
 - 1. CONTRACTOR has investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.
 - 2. CONTRACTOR will provide the same or better warranties or bonds for proposed substitution as for product or method specified.
 - 3. CONTRACTOR waives all claims for additional costs or extension of time related to proposed substitution that subsequently may become apparent.
- D. Proposed substitutions will not be accepted if:
 - 1. They are only shown or implied on the Shop Drawings.
 - 2. Acceptance will require substantial revision of Contract Documents.
 - 3. They will change design concepts or Specifications.
 - 4. They will delay completion of the Work, or the work of other contractors.
- E. The ENGINEER will determine whether substitute brands or products are equal to those specified in the Contract Documents. No substitute will be ordered or installed without the ENGINEER'S prior written acceptance.
- F. The OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a

special performance guarantee or other surety with respect to any substitute.

- G. If the ENGINEER determines that a proposed substitute is not equal to that specified or described in the Drawings or Specifications, CONTRACTOR shall furnish one of the brands or products specified or described, at no additional cost to the OWNER.
- H. Engineering Costs:
1. The ENGINEER will record all time required in evaluating substitutions proposed by CONTRACTOR and in making any change in the Drawings or Specifications occasioned thereby. Whether or not the ENGINEER accepts a proposed substitute CONTRACTOR will reimburse the OWNER for the actual cost of the ENGINEER for evaluating any proposed substitute which either does not meet the requirements of the Drawings and Specifications, or the acceptance of which would require changes to other portions of the Work.
 2. CONTRACTOR shall reimburse OWNER for all associated engineering costs, including redesign, additional shop drawing reviews, investigations, consultant fees and revision of the Contract Documents required because of the substitution.
- I. The time required by the ENGINEER to evaluate and either accept or reject proposed substitutes is included in the Contract Time and no extension of the Contract Time shall be allowed therefore.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01710

CLEANING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Cleaning shall include daily "policing" of the work and surrounding areas to clear general debris waste paper, wood scraps, broken concrete, loose riprap, and other objectionable material along with the final cleanup of site(s) required for project acceptance. **DAILY CLEANUP IS REQUIRED.**

1.02 DISPOSAL REQUIREMENTS

Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute daily cleaning to keep the Work, the site and adjacent properties, free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.
- B. Provide onsite containers for the collection of waste materials, debris and rubbish. All waste materials including containers, food debris and other miscellaneous materials must be disposed of daily in onsite containers.
- C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

3.02 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
- D. Prior to final completion or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas to verify that the entire Work is clean.

**** END OF SECTION ****

SECTION 01720
PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Maintain at the site for the Owner one record copy of:

- A. Conformed Drawings.
- B. Conformed Specifications.
- C. Change Orders and other Modifications to the Contract.
- D. Engineer's Field Orders or written instructions.
- E. Approved Shop Drawings, Working Drawings and Samples.
- F. Field Test records.
- G. Construction photographs.
- H. Latest, Approved Progress Schedule.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in a manner and location to prevent damage.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide secure storage space for storage of samples.
- B. File documents and samples in accordance with CSI section numbers.
- C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by the Owner.
- E. As a prerequisite for monthly progress payments, the Contractor is to exhibit the currently updated "record documents" for review by the Owner.

1.03 MARKING DEVICES

Provide felt tip marking pens for recording information in the color code designated by the Owner.

1.04 RECORDING

- A. Label each document "PROJECT RECORD" with rubber stamp.
- B. Record information concurrently with construction progress and do not conceal any work until required information is recorded.
- C. Legibly mark drawings to record actual construction:
 - 1. The Contractor shall use the following color code in marking Contract Drawings:
 - a. Yellow for no change.
 - b. Red to indicate additions, deletions and changes.
 - 2. Elevations of various structure elements in relation to elevation datum.
 - a. Elevations referenced to control points established by the Owner's agent.
 - b. Specifically, elevations of drainage culvert inverts, ditch grades, top of roadway and driveway curbs, bridges, etc.
 - 3. Location of internal utilities and appurtenances concealed in the construction by referencing to visible and accessible features of the structure.
 - 4. Field changes of dimension and detail.
 - 5. Changes made by Field Order or by Change Order.
 - 6. Details not on original contract drawings.
- D. Specifications and Addenda; Legibly mark each Section to record:
 - 1. Manufacturer, trade name, catalog number, and Supplier of each Product and item of equipment actually installed.
 - 2. Changes made by Field Order or by Change Order.
- E. Shop Drawings (after final review):

-
- F. Certified site survey and line elevations and stationing at 100 foot increments and all points of change of direction of channel improvements (Section 01050) by a registered land surveyor.

1.05 SUBMITTAL

- A. At Contract close-out, deliver Record Documents to the Owner.
- B. Accompany submittal with transmittal letter in duplicate, containing:
1. Date.
 2. Project title and number.
 3. Contractor's name and address.
 4. Title and number of each Record Document.
 5. Signature of Contractor or his authorized representative.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION(NOT USED)

*** * END OF SECTION * ***

SECTION 01740

WARRANTIES AND BONDS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Compile specified warranties and bonds, as in Articles 5 and 13 of the General Conditions.
- B. Co-execute submittals when so specified.
- C. Review submittals to verify compliance with Contract Documents.
- D. Submit to the Owner for review.

1.02 SUBMITTAL REQUIREMENTS

- A. Assemble and include warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, couplers, and subcontractors including effective dates.
- B. Number of original signed copies required. Two (2) each.
- C. Table of Contents. Neatly typed in orderly sequence. Provide complete information for each item.
 - 1. Product or work item.
 - 2. Firm, with name of principal, address and telephone number.
 - 3. Scope.
 - 4. Date of beginning warranty, and bond.
 - 5. Duration of warranty.
 - 6. Provide information for Owner's personnel:
 - a. Proper procedure in case of failure.
 - b. Instances which might affect the validity of warranty or bond.
 - 7. Contractor, name of responsible principal, address and telephone number.

1.04 FORM OF SUBMITTALS

- A. Prepare in duplicate packets.
- B. Format:
 - 1. Size 8-1/2-inches x 11-inches, punch sheets for standard 3-post binder.
 - 2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS." List:
 - a. Title of Project.
 - b. Name of Contractor.
- C. Binders: Commercial quality, three-post binder, with durable and cleanable plastic covers and maximum post width of 2-inches, "D" ring.

1.05 WARRANTY SUBMITTAL REQUIREMENTS

- A. For all components of the work, unless stated otherwise in the specifications for each individual item of equipment, submit a written warranty from the manufacturer to replace promptly any component thereof which, in the sole opinion of the Engineer, has defects in design, workmanship, materials, or performance within a one (1) year period following the date of acceptance for operation (Substantial Completion) by the Owner. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year, unless otherwise specified, commencing at the time of acceptance for operation (beneficial use) by the Owner and shall be read in conjunction with the Contractor's warranty which shall operate together to provide for replacement of defective components and restoration of proper operation. The Contractor shall be solely responsible for both warranties.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

C.E. ROY PATHWAY

CITY OF HATTIESBURG

HATTIESBURG, MISSISSIPPI

FORREST COUNTY

MAYOR

TOBY BARKER

CHIEF ADMINISTRATIVE OFFICER

ANN JONES

ENGINEERING DIRECTOR

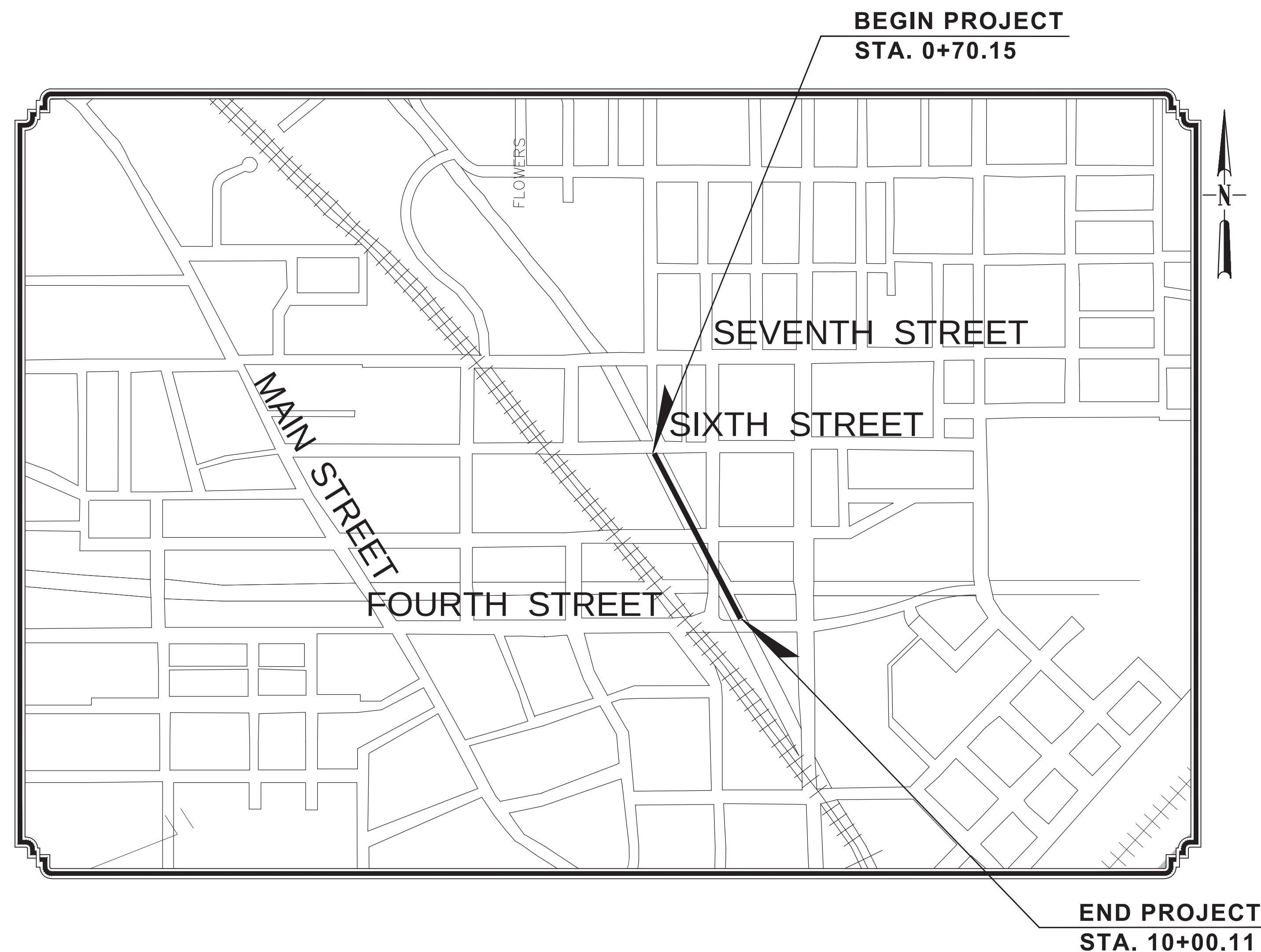
LAMAR RUTLAND, P.E.

COUNCIL MEMBERS

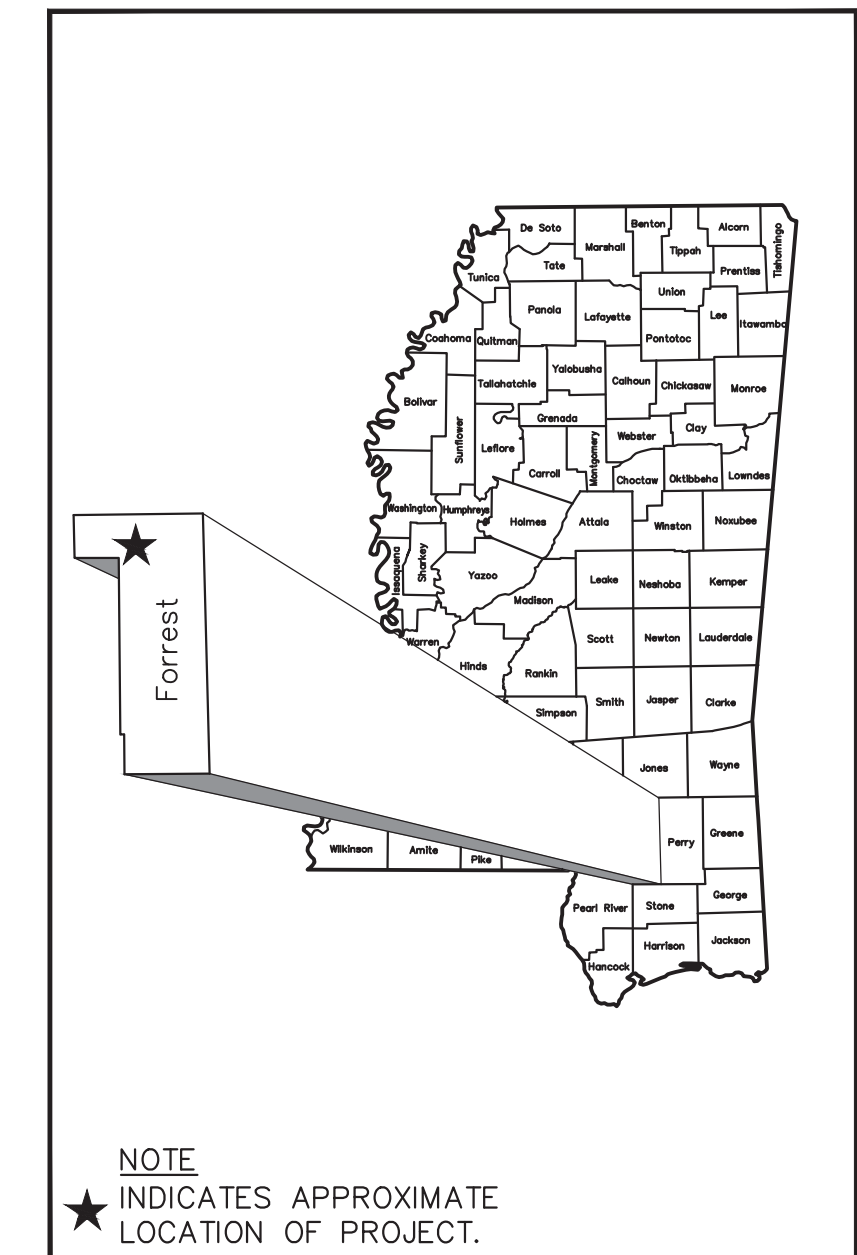
JEFFREY GEORGE	WARD 1
DEBORAH D. DELGADO	WARD 2
CARTER CARROLL	WARD 3
MARY DRYDEN	WARD 4
NICHOLAS BROWN	WARD 5

UTILITIES

CITY OF HATTIESBURG
MISSISSIPPI POWER
AT&T
SPIRE GAS
C-SPIRE



VICINITY MAP
PROJECT LOCATION



PREPARED BY :

NEEL-SCHAFER
Solutions you can build upon

Geoffrey Crosby, P.E.
MISSISSIPPI LICENSE NO. 19984

GENERAL NOTES

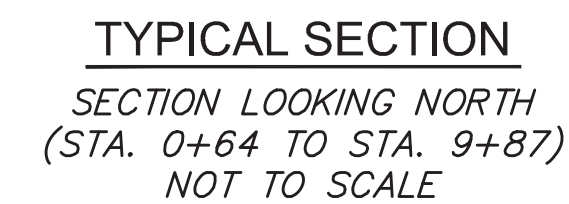
- | | |
|---|--|
| 1. THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2017 EDITION, AS AMENDED, SHALL BE THE STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF THIS PROJECT UNLESS OTHERWISE INDICATED OR AMENDED IN THE SPECIAL PROVISIONS, PROPOSAL AND CONTRACT DOCUMENTS. | 21. THE CONTRACTOR SHALL TRIM ALL LIMBS TO A VERTICAL CLEARANCE OF 8 FEET OF THE PROPOSED SIDEWALK (COST ABSORBED). |
| 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 OWNERSTO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCTION. | 22. CONTRACTOR SHALL BE RESPONSIBLE FOR RESETTING ANY SIGNS THAT ARE IN DIRECT CONFLICT WITH CONSTRUCTION IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION (COST ABSORBED). |
| 3. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING GRADES AND MAKING ADJUSTMENTS AS NECESSARY WITH THE APPROVAL OF THE PROJECT ENGINEER. | 23. REMOVAL OF EXISTING AND TEMPORARY TRAFFIC STRIPING, TRAFFIC CONTROL SIGNS AND BARRICADES SHALL BE ABSORBED UNDER PAY ITEM 618–A, MAINTENANCE OF TRAFFIC. |
| 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. | 24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE UTILITY COMPANIES IF ANY UTILITY POLES NEED TO BE SUPPORTED DURING CONSTRUCTION (COST ABSORBED). |
| 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. | 25. THE CONTRACTOR SHALL REPAIR FENCES, RETAINING WALLS, GATES, SODDING, LANDSCAPING, ETC. DAMAGED DURING OVERALL CONSTRUCTION (COST ABSORBED). |
| 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). | 26. THE EROSION CONTROL DEVICES REFERENCED IN THESE PLANS ARE A MINIMUM RESPONSIBILITY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SILT DOES NOT LEAVE THE RIGHT OF WAY OR CONTAMINATE WATERS OF THE U.S. DURING CONSTRUCTION. THE CONTRACTOR SHALL SUBMIT AN EROSION CONTROL PLAN PRIOR TO COMMENCEMENT OF WORK AND MAINTAIN THE PLAN DURING CONSTRUCTION. |
| 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 STRIPING, STOCKPILING, PLACING AND SPREADING OF TOPSOIL IS TO BE INCLUDED IN OTHER ITEMS OF WORK. | 27. DAILY CLEANUP IS REQUIRED. |
| 8. FLUORESCENT ORANGE SHEETING SHALL BE USED ON ALL CONSTRUCTION AND TRAFFIC CONTROL SIGNS EXCEPT FOR THOSE DESIGNATED IN PLANS TO BE BLACK LEGEND AND BORDER ON WHITE BACKGROUND. | |
| 9. THE CONTRACTOR IS TO REMOVE AND RESET ANY SIGNS AND MAILBOXES WHICH CONFLICT WITH CONSTRUCTION (NOT A SEPARATE PAY ITEM). | |
| 10. THE LOCATION AND SPACING OF SIGNS SHOWN ON THE TRAFFIC CONTROL PLAN ARE APPROXIMATE AND MAY BE ADJUSTED AS NECESSARY TO FIT FIELD CONDITIONS. | |
| 11. ALL POST LENGTHS FOR SIGNS SHALL BE VERIFIED IN THE FIELD PRIOR TO FABRICATION. | |
| 12. SOME WORK MAY BE REQUIRED OUTSIDE THE PROJECT LIMITS BEYOND THE B.O.P. AND E.O.P. NO ADDITIONAL COMPENSATION WILL BE MADE FOR SUCH WORK EXCEPT AS PROVIDED BY SPECIFIC PAY ITEMS SHOWN ON THE PLANS. | |
| 13. ALL SIGNS, SIGNALS, PAVEMENT MARKINGS AND TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION). | |
| 14. ALL RAISED OBJECTS SHALL BE PLACED A MINIMUM OF 2 FEET BEHIND THE FACE OF CURB | |
| 15. CONTRACTOR SHALL MAKE APPLICATION FOR POWER SERVICE, COORDINATING WITH THE UTILITY COMPANY, IN ADVANCE OF REQUIRING THE ELECTRICAL SERVICE. | |
| 16. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THROUGH AND LOCAL TRAFFIC IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION. | |
| 17. THE CONTRACTOR SHALL PROVIDE ACCESS (INGRESS AND EGRESS) TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR IS REQUIRED TO NOTIFY BUSINESSES AND HOMEOWNERS 48 HOURS IN ADVANCE OF ACCESS RESTRICTIONS. | |
| 18. THE CONTRACTOR SHALL COORDINATE HIS WORK WITH OTHER CONTRACTOR’S TO FACILITATE TIE–INS TO OTHER CONTRACTOR’S WORK, WHERE FEASIBLE AND PRACTICABLE. | |
| 19. CONTRACTOR SHALL COORDINATE WITH THE RESPECTIVE UTILITY COMPANIES FOR RELOCATION OF EXISTING POWER, GAS, TELEPHONE, AND CABLE TV UTILITIES. CONTRACTOR SHALL PROVIDE ACCESS TO THE UTILITY COMPANIES FOR RELOCATION ACTIVITIES AS REQUIRED. | |
| 20. 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. | |

	<i>WKG. NO.</i>	<i>SHT. NO.</i>
<u>TITLE SHEET (1)</u>		1
<u>DETAILED INDEX & GENERAL NOTES (1)</u>		
INDEX & GENERAL NOTES	GN–1	2
<u>TYPICAL SECTION SHEETS (1)</u>		
TYPICAL SECTIONS	TS–1	3
<u>QUANTITY SHEETS (1)</u>		
SUMMARY OF QUANTITIES	SQ–1	4
<u>LAYOUT SHEETS (1)</u>		
OVERALL LAYOUT	LAYOUT	5
<u>PLAN SHEETS (4)</u>		
PLAN & PROFILE VIEW STA. 0+50 TO STA. 3+75	PP–1	6
PLAN & PROFILE VIEW STA. 3+75 TO STA. 7+00	PP–2	7
PLAN & PROFILE VIEW STA. 7+00 TO STA. 10+00	PP–3	8
SIDEWALK TO COMMUNITY CENTER	SP–1	9
<u>SPECIAL DESIGN SHEETS (10)</u>		
STRIPING AND SIGNAGE DETAILS	DET–1	10
MISCELLANEOUS DETAILS	DET–2	11
TRAFFIC CONTROL PLAN	TCP–1	12
TRAFFIC CONTROL DETAILS	TCP–2	13
HIGHWAY SIGN AND BARRICADE DETAILS FOR CONSTRUCTION PROJECTS	SDTCP–10	14
TYPICAL TEMPORARY EROSION/SEDIMENT CONTROL APPLICATIONS	ECD–1	15
DETAILS OF SILT FENCE INSTALLATION	ECD–3	16
DETAILS OF WATTLE INSTALLATION	ECD–4	17
FLARED END SECTION FOR CONCRETE PIPE	FE–1A	18
<u>PLAN SHEETS (3)</u>		
LANDSCAPE PLAN STA. 0+50 TO STA. 7+00 – ADDITIVE ALTERNATE NO. 1	LS–1	19
LANDSCAPE PLAN STA. 7+00 TO STA. 10+00 – ADDITIVE ALTERNATE NO. 1	LS–2	20
LANDSCAPE DETAILS – ADDITIVE ALTERNATE NO. 1	LS–3	21
<u>TOTAL NUMBER OF SHEETS (21)</u>		

<u>DESCRIPTION OF SHEET</u>	<u>WKG. NO.</u>	<u>SHT. NO.</u>
<u>TITLE SHEET (1)</u>		1
<u>DETAILED INDEX & GENERAL NOTES (1)</u>		
INDEX & GENERAL NOTES	GN-1	2
<u>TYPICAL SECTION SHEETS (1)</u>		
TYPICAL SECTIONS	TS-1	3
<u>QUANTITY SHEETS (1)</u>		
SUMMARY OF QUANTITIES	SQ-1	4
<u>LAYOUT SHEETS (1)</u>		
OVERALL LAYOUT	LAYOUT	5
<u>PLAN SHEETS (4)</u>		
PLAN & PROFILE VIEW STA. 0+50 TO STA. 3+75	PP-1	6
PLAN & PROFILE VIEW STA. 3+75 TO STA. 7+00	PP-2	7
PLAN & PROFILE VIEW STA. 7+00 TO STA. 10+00	PP-3	8
SIDEWALK TO COMMUNITY CENTER	SP-1	9
<u>SPECIAL DESIGN SHEETS (10)</u>		
STRIPING AND SIGNAGE DETAILS	DET-1	10
MISCELLANEOUS DETAILS	DET-2	11
TRAFFIC CONTROL PLAN	TCP-1	12
TRAFFIC CONTROL DETAILS	TCP-2	13
HIGHWAY SIGN AND BARRICADE DETAILS FOR CONSTRUCTION PROJECTS	SDTCP-10	14
TYPICAL TEMPORARY EROSION/SEDIMENT CONTROL APPLICATIONS	ECD-1	15
DETAILS OF SILT FENCE INSTALLATION	ECD-3	16
DETAILS OF WATTLE INSTALLATION	ECD-4	17
FLARED END SECTION FOR CONCRETE PIPE	FE-1A	18
<u>PLAN SHEETS (3)</u>		
LANDSCAPE PLAN STA. 0+50 TO STA. 7+00 – ADDITIVE ALTERNATE NO. 1	LS-1	19
LANDSCAPE PLAN STA. 7+00 TO STA. 10+00 – ADDITIVE ALTERNATE NO. 1	LS-2	20
LANDSCAPE DETAILS – ADDITIVE ALTERNATE NO. 1	LS-3	21
<u>TOTAL NUMBER OF SHEETS (21)</u>		

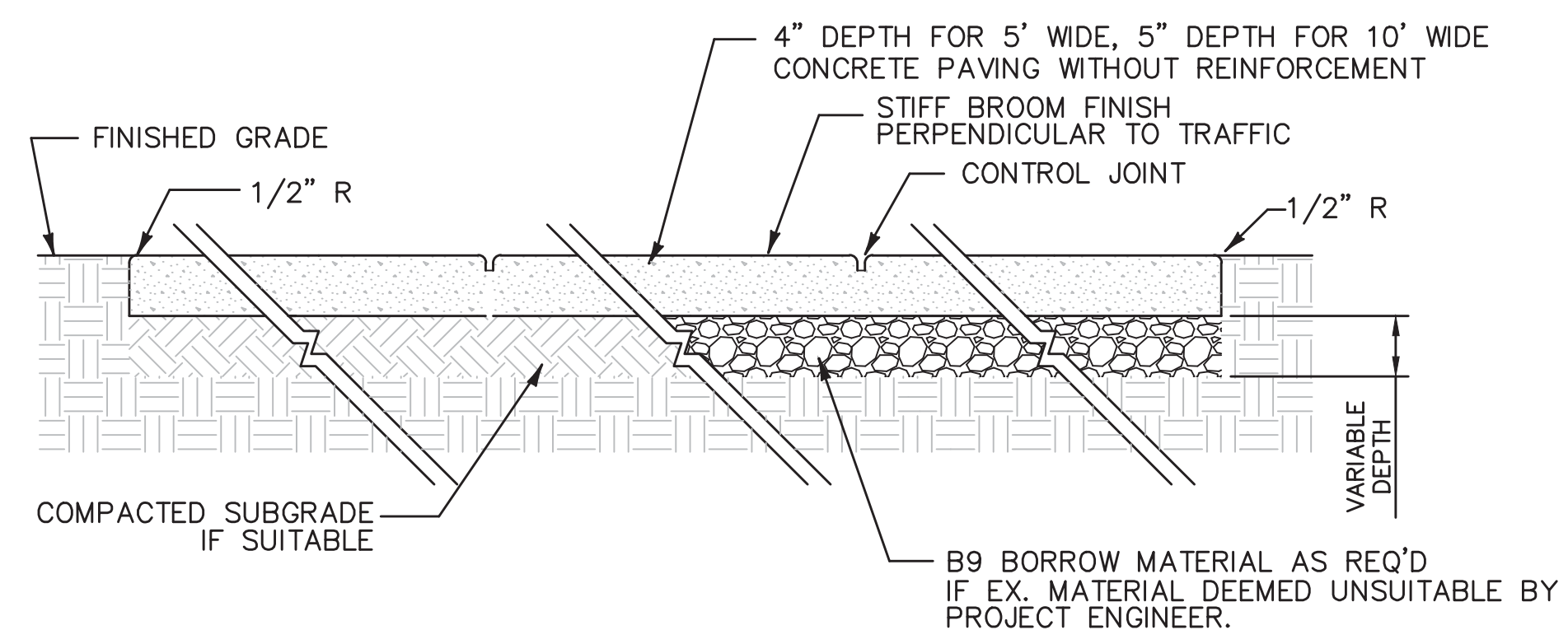
NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION 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		C.E. ROY PATHWAY CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY	 NEEL-SCHAFFER Solutions you can build upon	INDEX & GENERAL NOTES	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8667.018				
					FILENAME: GENERAL NOTES.dwg				
					SCALE:				
					SURVEYED BY:				
					DSGN: GPC			DATE: 01/2020	
					DRWN: GPC			DATE: 01/2020	
					CHKD:			DATE:	
					QA/QC:			DATE:	
	WORKING NUMBER: GN-1 DRAWING NUMBER: 2								

- ① COMPACTED SUBGRADE
- ② TOPSOIL & SODDING
- ③ 5" CONCRETE SIDEWALK WITHOUT REINFORCEMENT
- ④ BORROW EXCAVATION, CLASS B9



1. PRIOR TO EXCAVATION, ALL TOPSOIL SHALL BE STRIPPED AND STOCKPILED. AFTER COMPLETION OF CONSTRUCTION ALL SLOPES SHOULD 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.
2. SIDEWALK MUST MEET ADA REQUIREMENTS IN ALL INSTANCES. CROSS SLOPES EXCEEDING 2% WILL NOT BE ACCEPTED AND WILL BE REQUIRED TO BE REPLACED AT THE CONTRACTOR'S EXPENSE.

	JOINT SPACING	
SIDEWALK WIDTH	CONTROL JOINT	EXPANSION JOINT
5'	5'	25'
10'	10'	40'



TYPICAL SIDEWALK DETAIL
NOT TO SCALE

NEW CONCRETE SIDEWALK

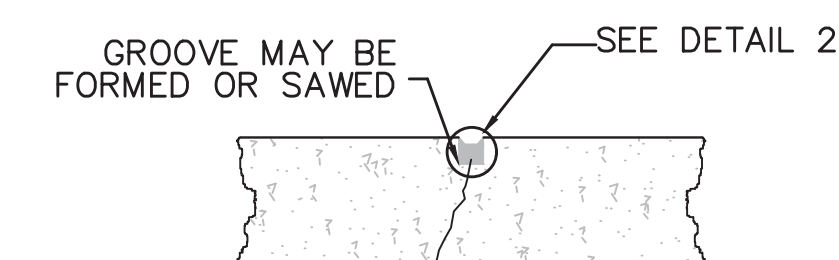
SEE DETAIL 1

1/4"R

T

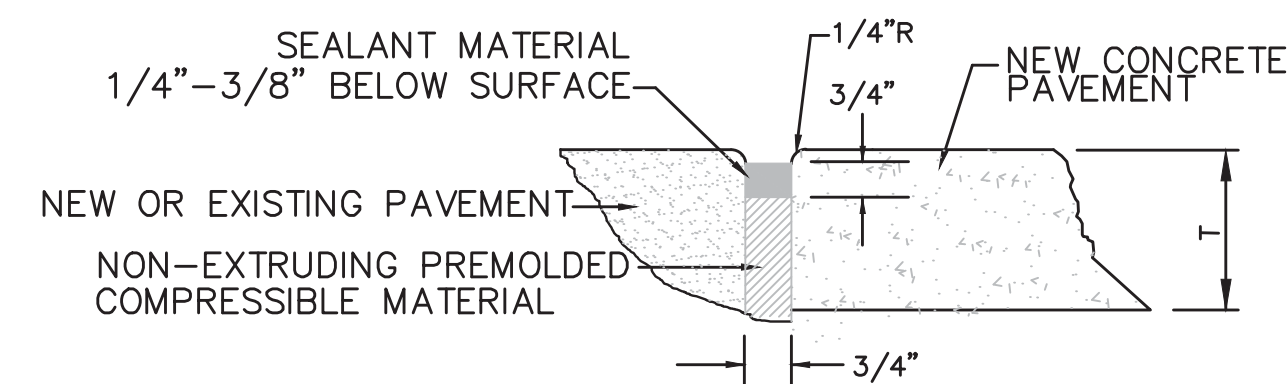
3/4"

TYPE "B" - EXPANSION JOINT
NOT TO SCALE

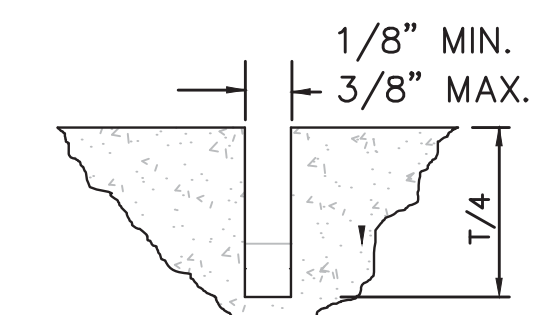


TYPE ``A" - CONTROL JOINT

NOT TO SCALE



DETAIL 1 - EXPANSION JOINTS
NOT TO SCALE



DETAIL 2 - CONTROL JOINT

NOT TO SCALE

NEEL-SCHAFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8667.018	
				FILENAME: TYP-SEC.dwg	
				SCALE: NOT TO SCALE	
				SURVEYED BY:	
				DSGN: GPC	DATE: 01/2020
				DRWN: GPC	DATE: 01/2020
				CHKD:	DATE:
				QA/QC:	DATE:

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



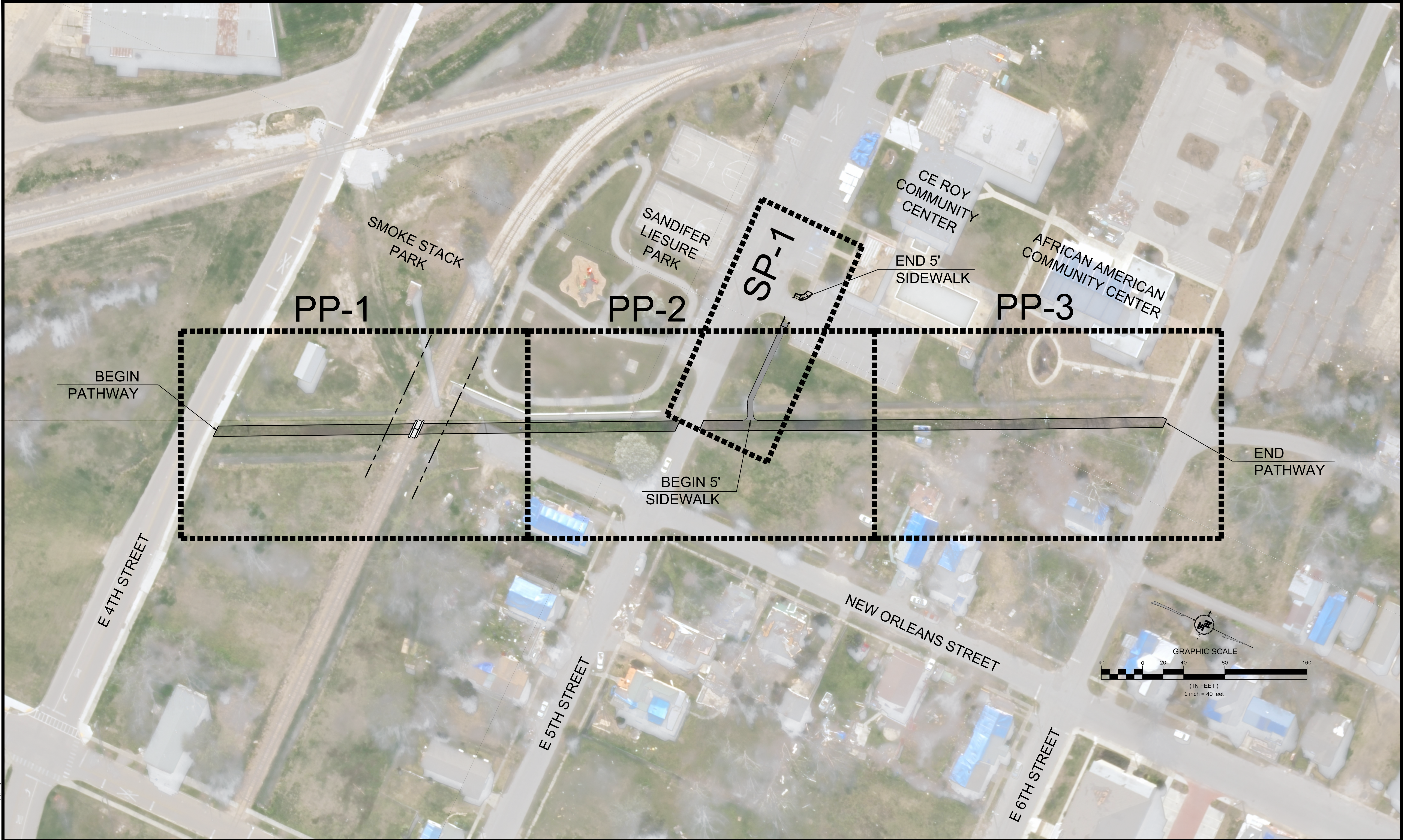
WORKING NUMBER: TS-1	DRAWING NUMBER: 3
-------------------------	----------------------

SUMMARY OF QUANTITIES				
PARTICIPATING ITEMS:				
PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	PRELIMINARY	FINAL
⑦ 202-B	REMOVAL OF PAVEMENT, ALL TYPES, ALL DEPTHS	SQ. YD.	50	
⑦ 202-B	REMOVAL OF CONCRETE CURB	LIN. FT.	40	
203-EX	BORROW EXCAVATION, FM, CLASS B9, AH	CU. YD.	250	
203-G	EXCESS EXCAVATION, FM, AH	CU. YD.	150	
211-A	TOPSOIL FROM RIGHT-OF-WAY	SQ. YD.	600	
211-B	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	CU. YD.	100	
216-B	SOLID SODDING, CENTIPEDE	SQ. YD.	1200	
② 234-A	TEMPORARY SILT FENCE	LIN. FT.	1000	
237-A	WATTLES, 12"	LIN. FT.	100	
246-A	SANDBAGS	EACH	100	
⑤ 603-CE	29" x 18" REINFORCED CONCRETE ARCH PIPE, CLASS III	LIN. FT.	8	
⑥ 603-CF	29" x 18" REINFORCED CONCRETE ARCH PIPE - FLARED END SECTIONS	EACH	2	
608-A	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, 5" THICKNESS	SQ. YD.	1100	
609-B	CONCRETE CURB HEADER	LIN. FT.	65	
③ 618-A	MAINTENANCE OF TRAFFIC	EACH	1	
620-A	MOBILIZATION	LUMP SUM	1	
626-H	THERMOPLASTIC LEGEND, WHITE, XING, 8" HEIGHT	EACH	2	
626-H	THERMOPLASTIC LEGEND, WHITE, BIKE SYMBOL, 8" HEIGHT	EACH	2	
626-H	THERMOPLASTIC LEGEND, WHITE, 6" EQUIVALENT	LIN. FT.	460	
628-F	COLD PASTIC LEGEND, WHITE, ROAD, 4' HEIGHT	EACH	2	
628-F	COLD PLASTIC LEGEND, WHITE, XING, 4' HEIGHT	EACH	2	
628-F	COLD PLASTIC LEGEND, WHITE, 6" EQUIVALENT	LIN. FT.	240	
④ 630-A	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	SQ. FT.	113	
④ 630-C	STEEL U-SECTION POSTS, 3.0 TO 3.5 LB/FT	LIN. FT.	238	
Additive Alternate No. 1				
211-C	TOPSOIL FOR PLANT HOLES, CONTRACTOR FURNISHED	CY	25	
219-A	WATERING	KGAL	50	
230-A	SHRUB PLANTING, PARSONS JUNIPER	EACH	75	
230-A	SHRUB PLANTING, LOROPETALUM 'PURPLE DIAMOND'	EACH	46	
230-A	SHRUB PLANTING, GLOSSY ABELIA 'KALEIDOSCOPE	EACH	25	
230-B	TREE PLANTING, TEDDY BEAR MAGNOLIA	EACH	38	
230-B	TREE PLANTING, NELLIE R STEVENS HOLLY	EACH	20	
230-B	TREE PLANTING, CRAPE MYRTLE 'MUSKOGEE'	EACH	12	
230-D	BED PREPARATION	SQ. FT.	1820	
232-A	FERTILIZER FOR WOODY PLANT MATERIAL, TABLET, 21 GRAM	K	0.50	
233-A	TREE BARK MULCH, TYPE III	CU. YD.	20	
233-A	TREE BARK MULCH, TYPE V	CU. YD.	30	
907-258-PP	HERBICIDE TREATMENT, PER PLANS	SQ. FT.	1820	

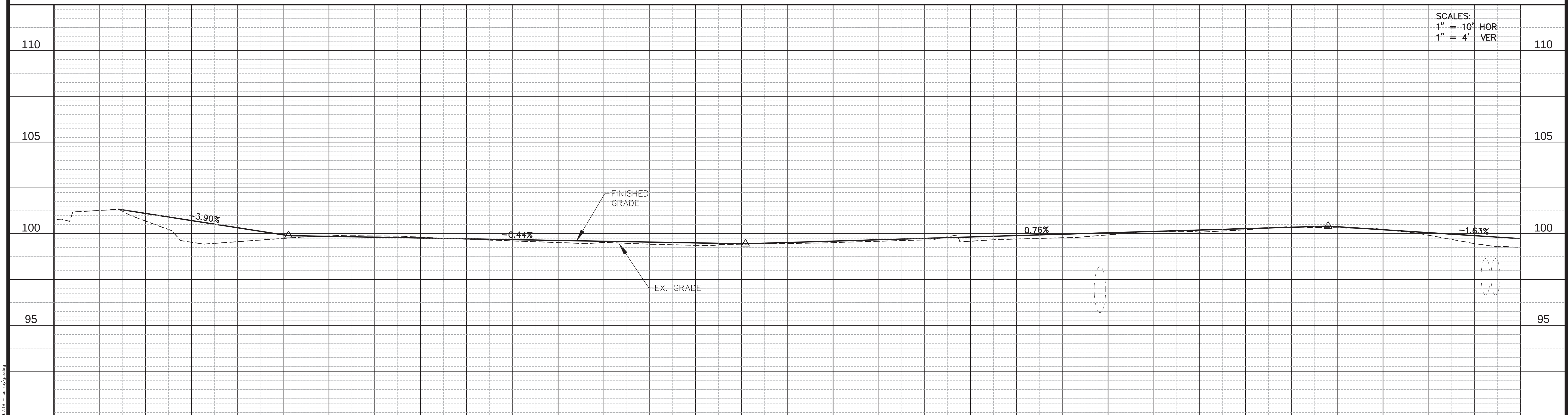
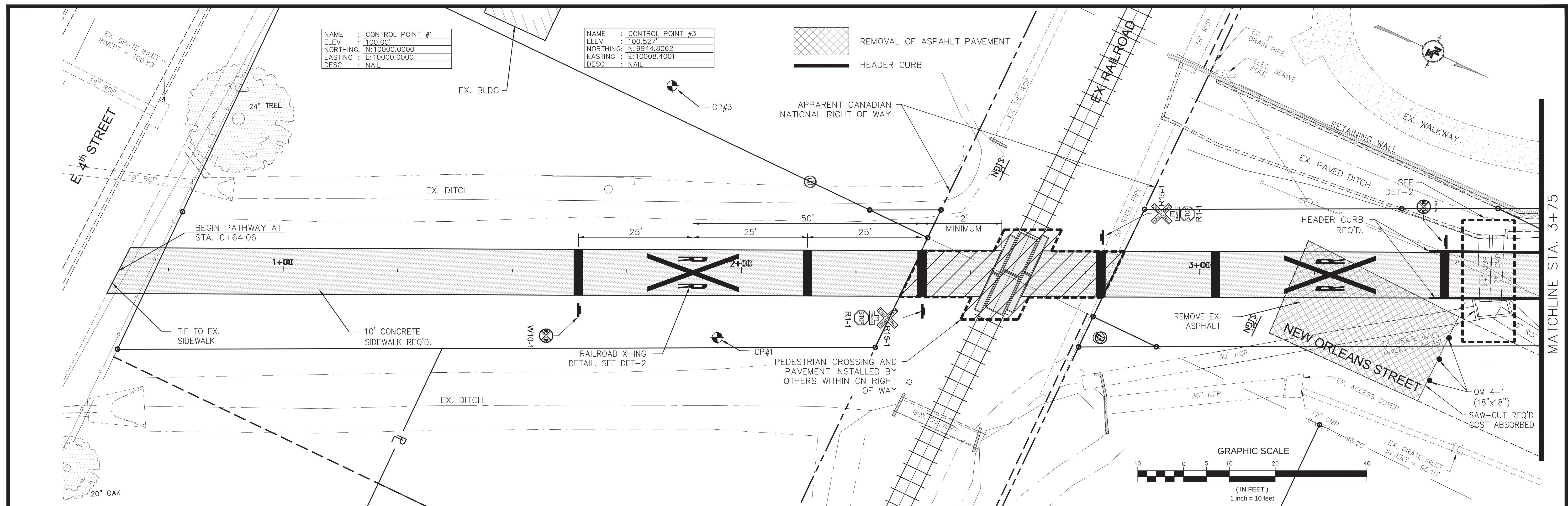
- ① INCLUDES FULL DEPTH SAWCUT
- ② WOVEN WIRE FENCE BACKING WILL BE REQUIRED ON ALL SILT FENCE REGARDLESS OF FABRIC TYPE
- ③ INCLUDES ORANGE WARNING FENCE FOR PEDESTRIAN SAFETY
- ④ INCLUDES MOUNTING HARDWARE
- ⑤ ALSO INCLUDES STRUCTURE EXCAVATIONS, SELECT BEDDING, AND BACKFILL
- ⑥ ALSO INCLUDES TOEWALL

3/2/2020 4:01 PM c:\vol 36\projects\6000\046718 - ce roy\lndwg

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		C.E. ROY PATHWAY CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY			SUMMARY OF QUANTITIES	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8667.018				WORKING NUMBER:	DRAWING NUMBER:
					FILENAME: SQ.dwg					
					SCALE:					
					SURVEYED BY:					
					DSGN: GPC	DATE: 01/2020				
					DRWN: GPC	DATE: 01/2020				
					CHKD:	DATE:			SQ-1	4
					QA/QC:	DATE:				



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				C.E. ROY PATHWAY CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY			NEEL-SCHAFFER Solutions you can build upon	OVERALL LAYOUT			
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8667.018											
					FILENAME: PP.dwg											
					SCALE: 1"= 40'											
					SURVEYED BY:											
					DSGN: GPC	DATE:	01/2020									
					DRWN: GPC	DATE:	01/2020									
					CHKD:	DATE:										
					QA/QC:	DATE:										



NOTICE TO DRAWING HOLDER

NEEL-SCHAFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8667.018	
				FILENAME: PP.dwg	
				SCALE: 1" = 10'	
				SURVEYED BY:	
				DSGN: GPC	DATE: 01/2020
				DRWN: GPC	DATE: 01/2020
				CHKD:	DATE:
				QA/QC:	DATE:

C.E. ROY PATHWAY

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



PLAN & PROFILE VIEW
STA 0+50 TO 3+75

WORKING NUMBER:
PP-1

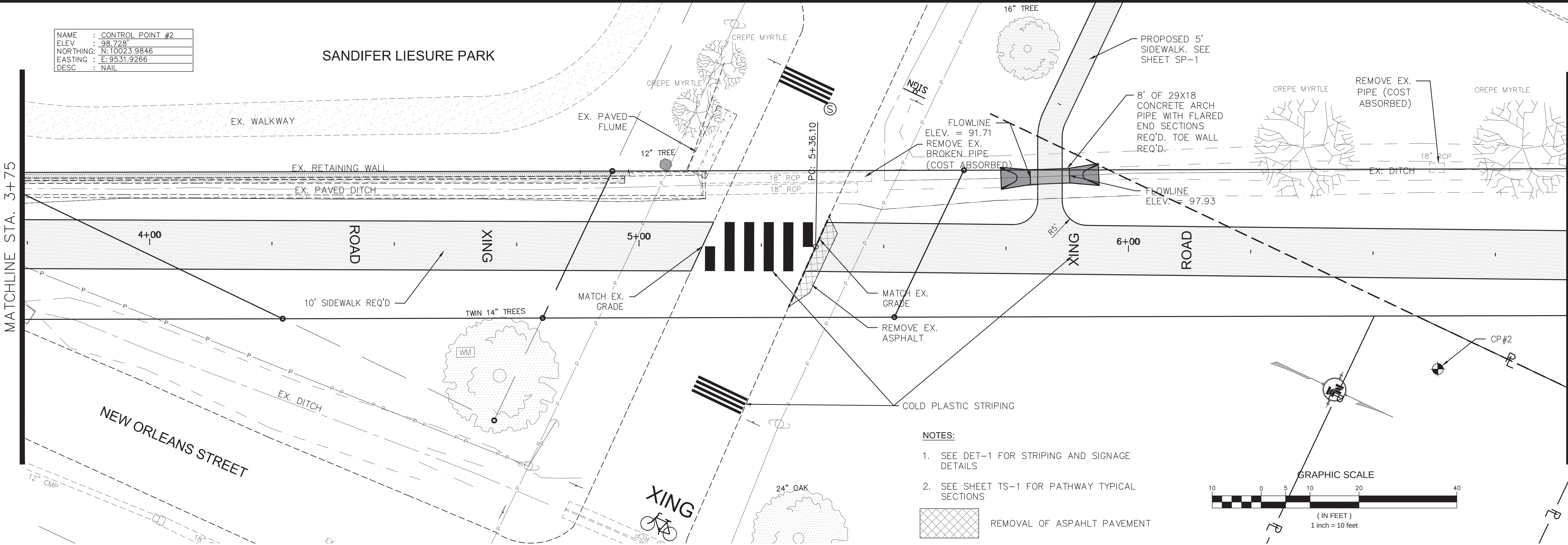
DRAWING NUMBER:
6

NAME	: CONTROL POINT #2
ELEV	: 98.728'
NORTHING	: N:10023.9846
EASTING	: E:9531.9266
DESC	: NAIL

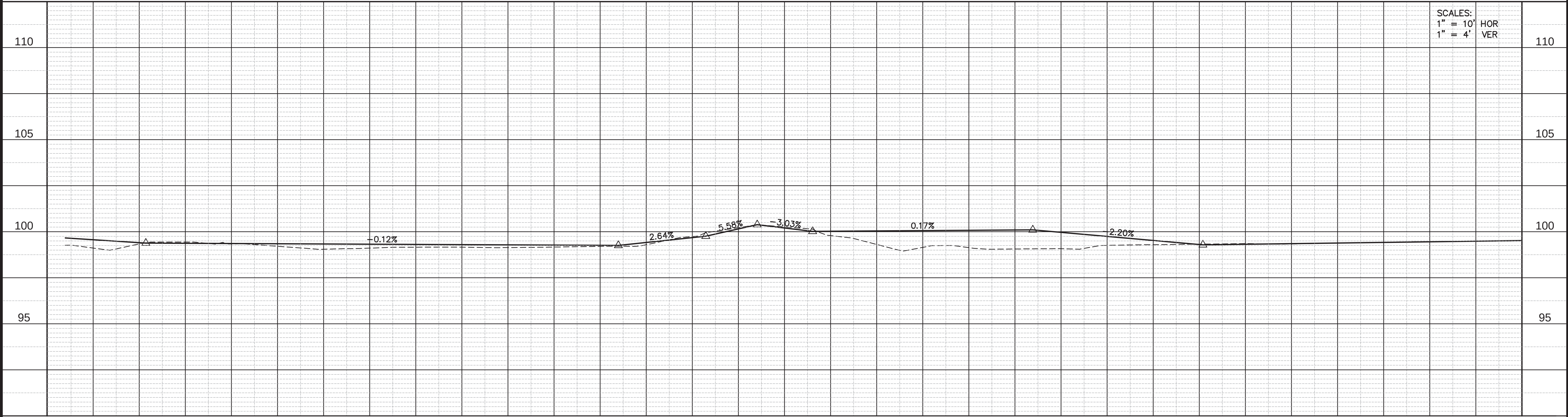
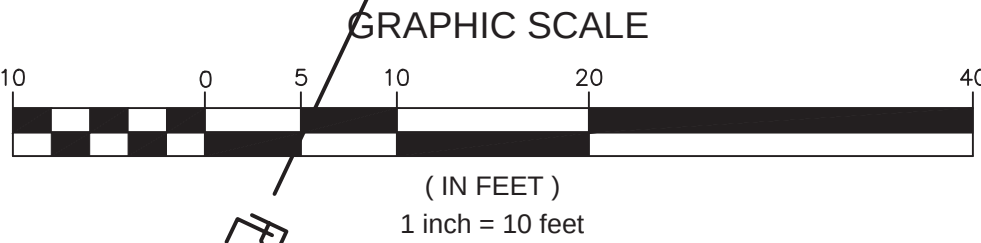
SANDIFER LIESURE PARK

MATCHLINE STA. 3+75

MATCHLINE STA. 7+00



- NOTES:
- 1. SEE DET-1 FOR STRIPING AND SIGNAGE DETAILS
 - 2. SEE SHEET TS-1 FOR PATHWAY TYPICAL SECTIONS
- REMOVAL OF ASPAHLT PAVEMENT



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	
NO.	DATE	BY	DESCRIPTION	
				N-S PROJECT NO.: 8667.018
				FILENAME: PP.dwg
				SCALE: 1" = 10'
				SURVEYED BY:
				DSGN: GPC DATE: 01/2020
				DRWN: GPC DATE: 01/2020
				CHKD: DATE:
				QA/QC: DATE:

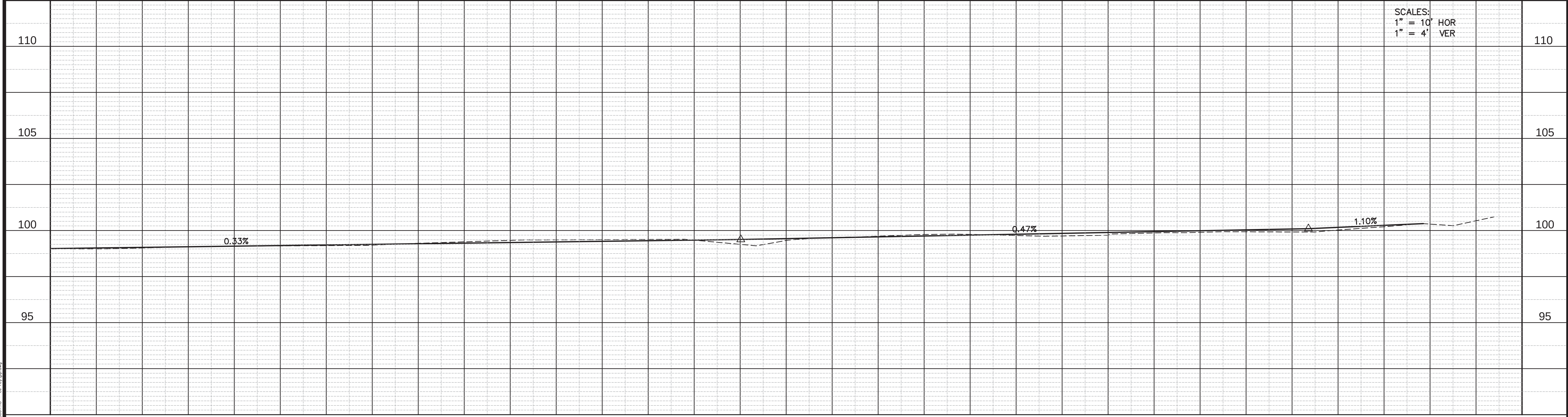
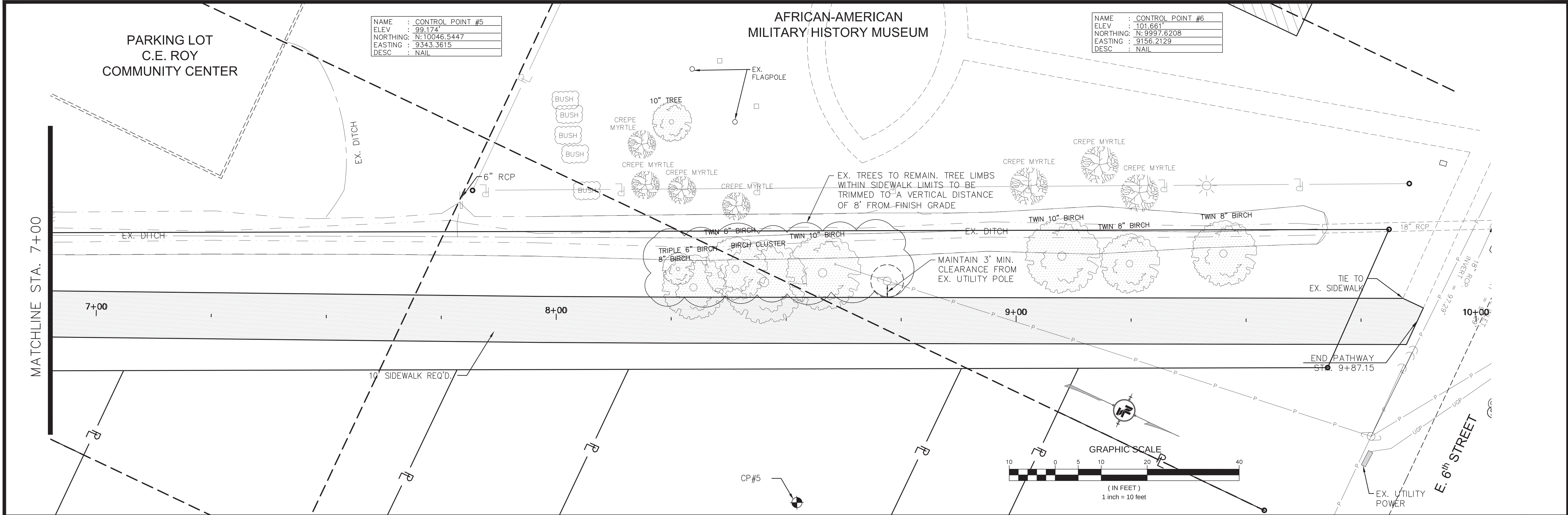
C.E. ROY PATHWAY

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



NEEL-SCHAFFER
Solutions you can build upon

PLAN & PROFILE VIEW STA 3+75 TO 7+00	
WORKING NUMBER: PP-2	DRAWING NUMBER: 7



REVISIONS				DRAWING INFORMATION			
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8667.018			
				FILENAME: PP.dwg			
				SCALE: 1" = 10'			
				SURVEYED BY:			
				DSGN: GPC	DATE: 01/2020		
				DRWN: GPC	DATE: 01/2020		
				CHKD:	DATE:		
				QA/QC:	DATE:		

NOTICE TO DRAWING HOLDER
NEEL-SCHAFER, 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.

C.E. ROY PATHWAY

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

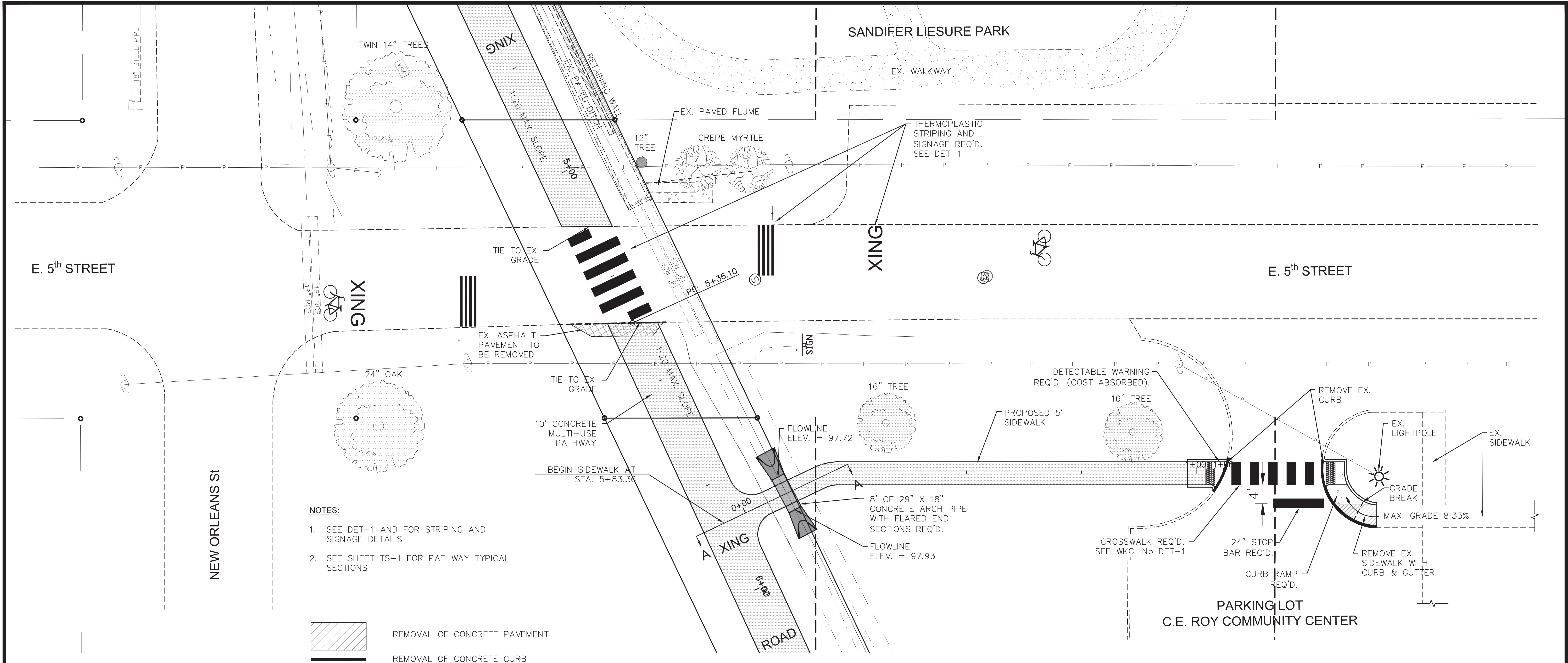
**NEEL-SCHAFER**
Solutions you can build upon

PLAN & PROFILE VIEW
STA 7+00 TO 10+00

WORKING NUMBER:
PP-3

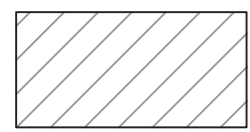
DRAWING NUMBER:
8

1/20/2020 12:59 PM C:\Users\jgarcia\OneDrive\Documents\8667.018 - C.E. Roy Pathway.dwg



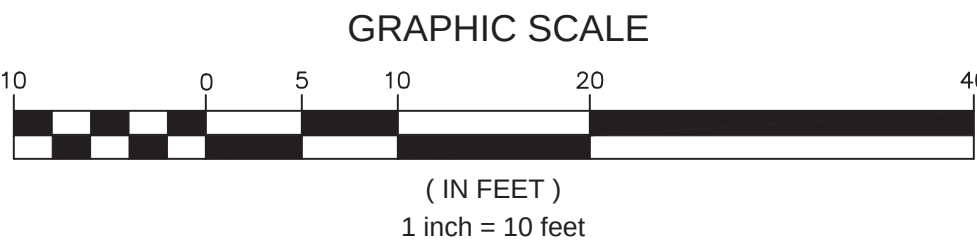
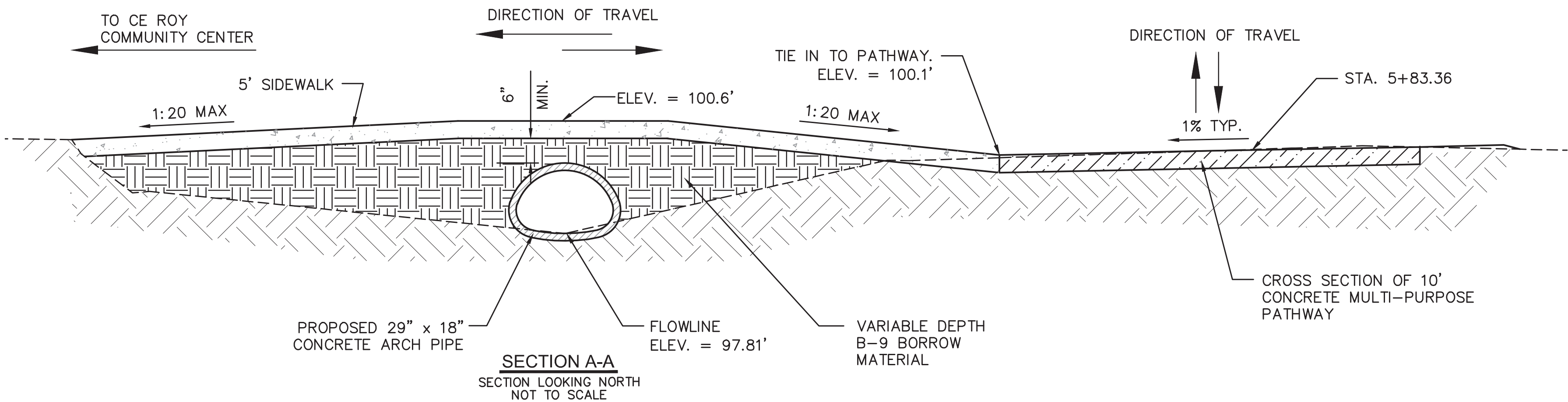
NOTES:

1. SEE DET-1 AND FOR STRIPING AND SIGNAGE DETAILS
2. SEE SHEET TS-1 FOR PATHWAY TYPICAL SECTIONS



REMOVAL OF CONCRETE PAVEMENT

REMOVAL OF CONCRETE CURB



NOTICE TO DRAWING HOLDER
NEEL-SCHAFER, 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	
NO.	DATE	BY	DESCRIPTION	
				N-S PROJECT NO.: 8667.018
				FILENAME: PP.dwg
				SCALE: 1" = 10'
				SURVEYED BY:
				DSGN: GPC DATE: 01/2020
				DRWN: GPC DATE: 01/2020
				CHKD: DATE:
				QA/QC: DATE:

C.E. ROY PATHWAY

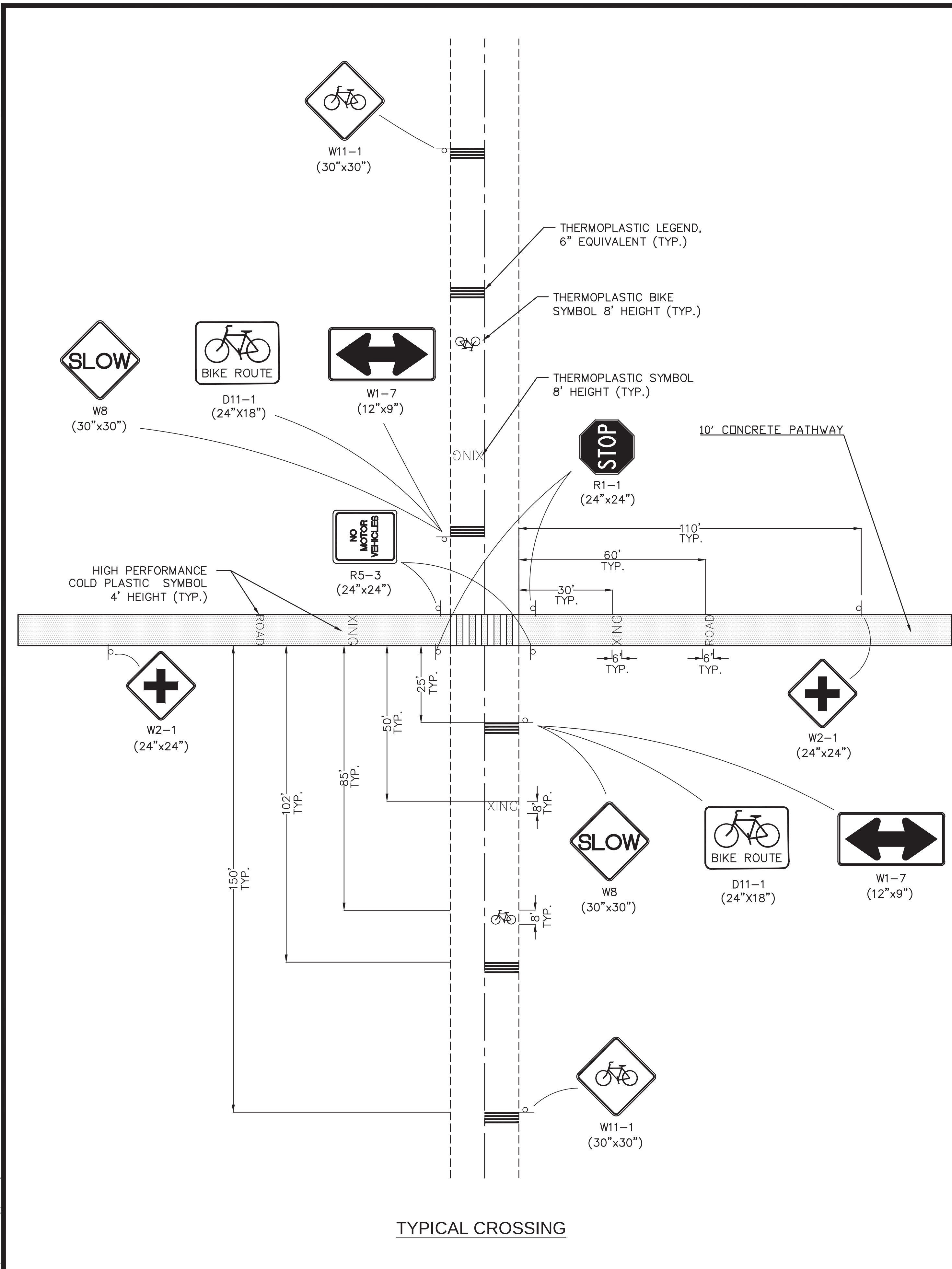
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



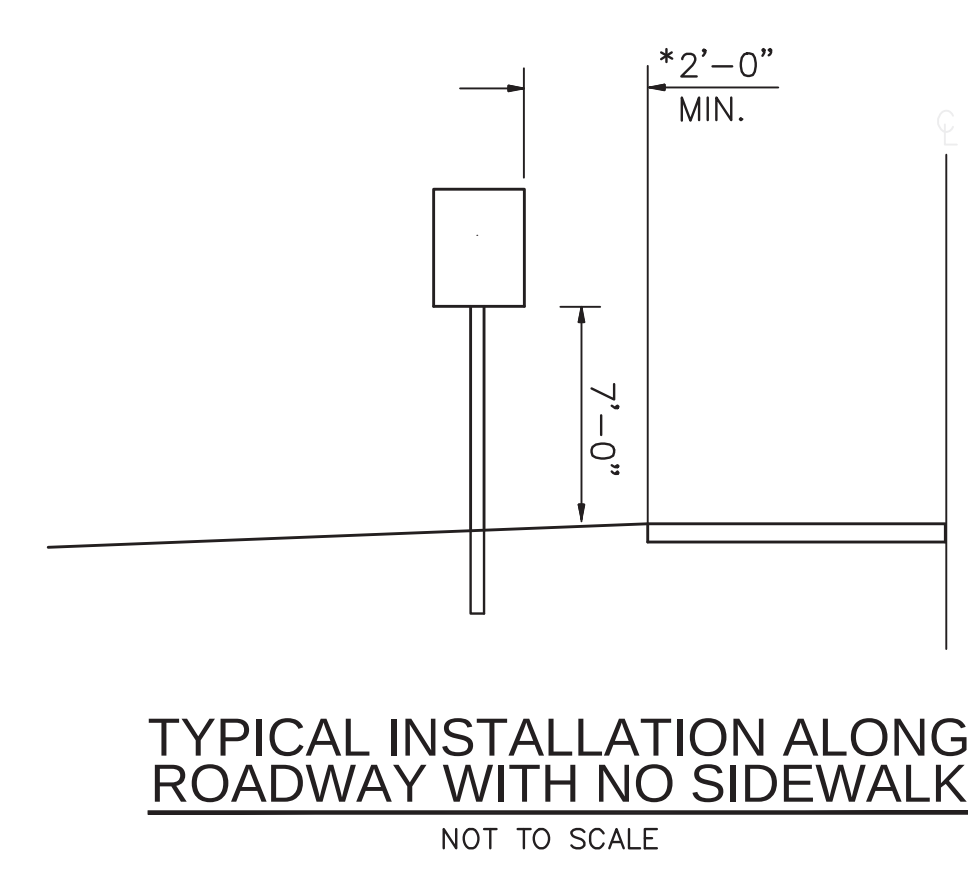
SIDEWALK TO
COMMUNITY CENTER

WORKING NUMBER:
SP-1

DRAWING NUMBER:
9

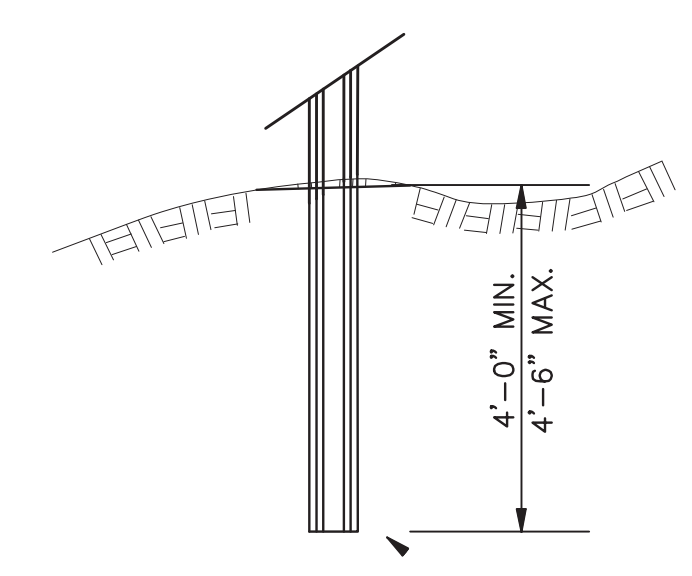


TYPICAL CROSSING

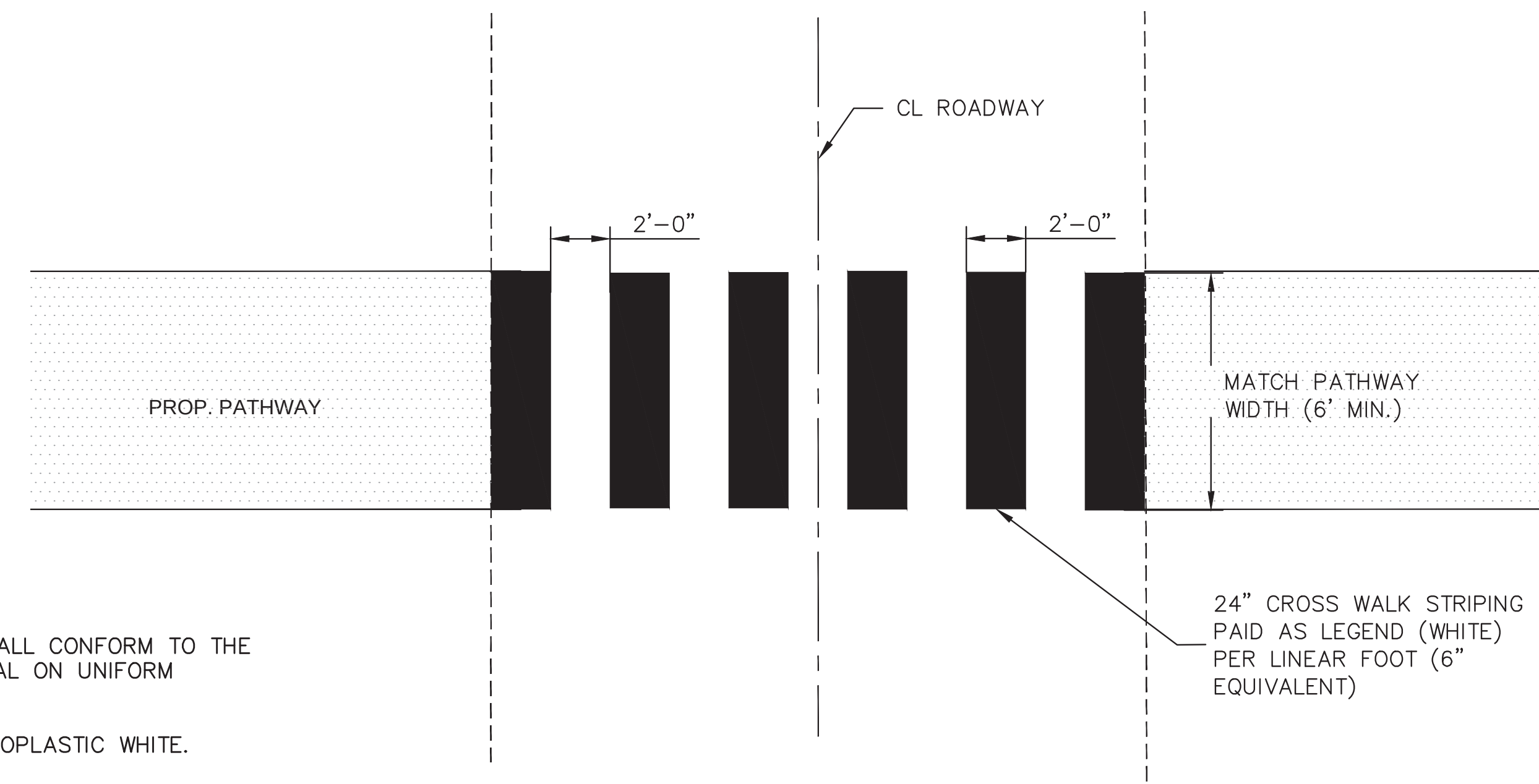
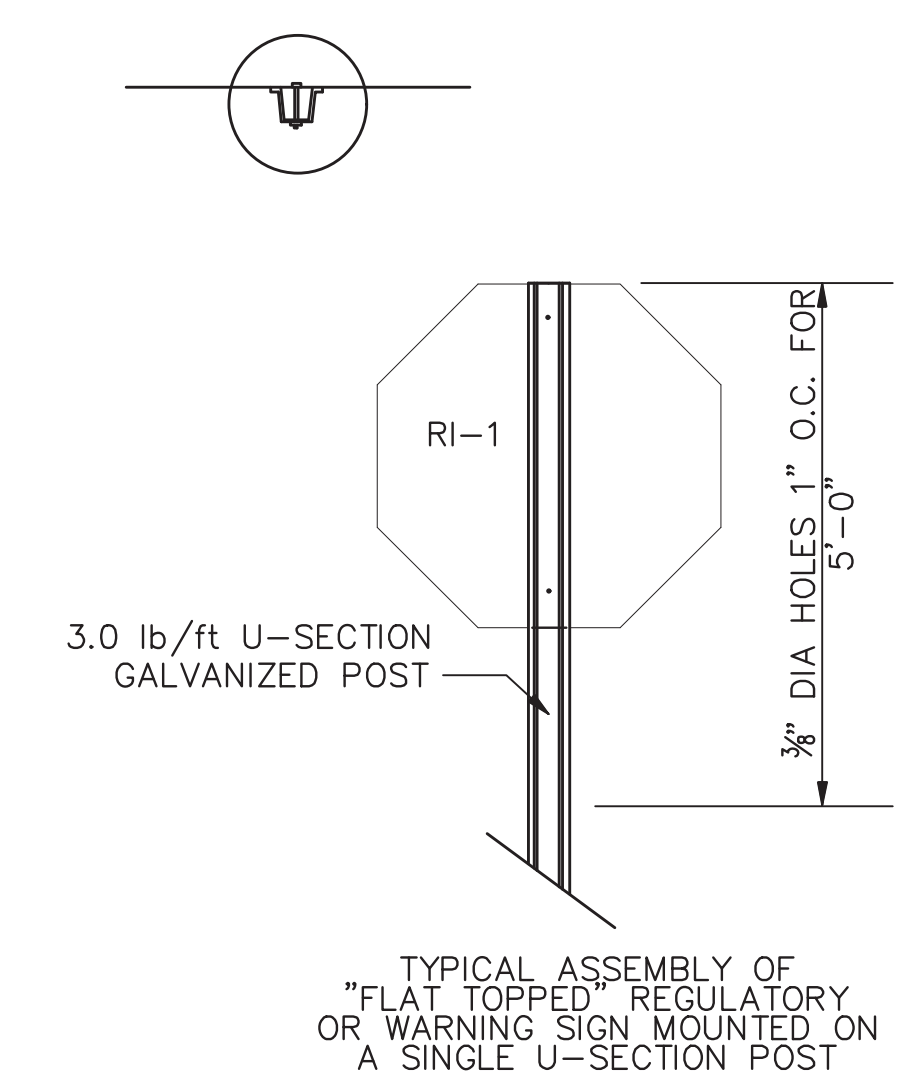
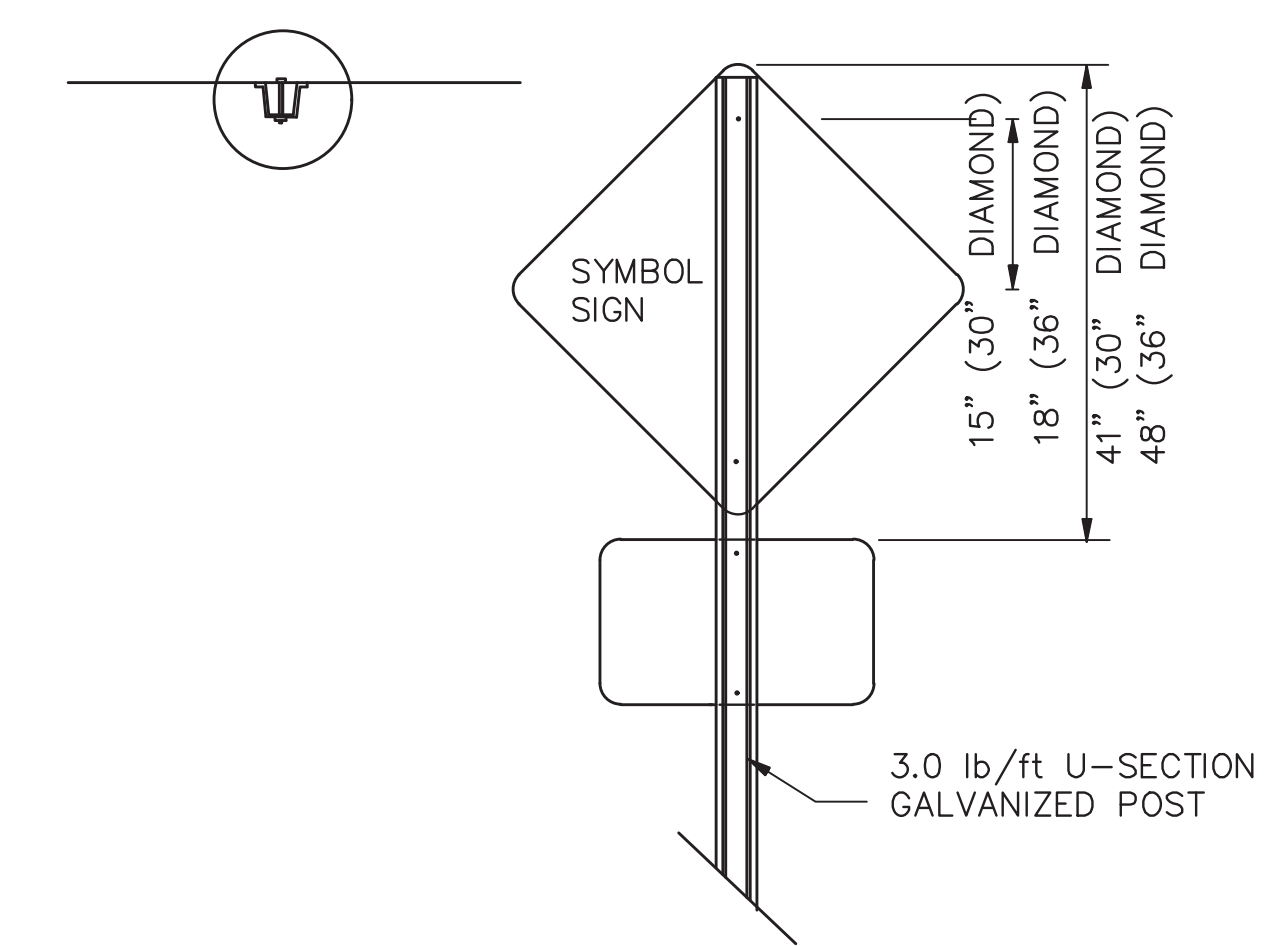


TYPICAL INSTALLATION ALONG ROADWAY WITH NO SIDEWALK
NOT TO SCALE

NOTE: THE 2'-0" MINIMUM OFFSET APPLIES ONLY TO STANDARD SIGNS MOUNTED ON U-SECTION POSTS. ALL STANDARD SIGNS MOUNTED ON PIPE WILL BE OFFSET A MINIMUM OF 4'-0".



FOOTING DETAIL FOR U-SECTION POSTS
NOT TO SCALE

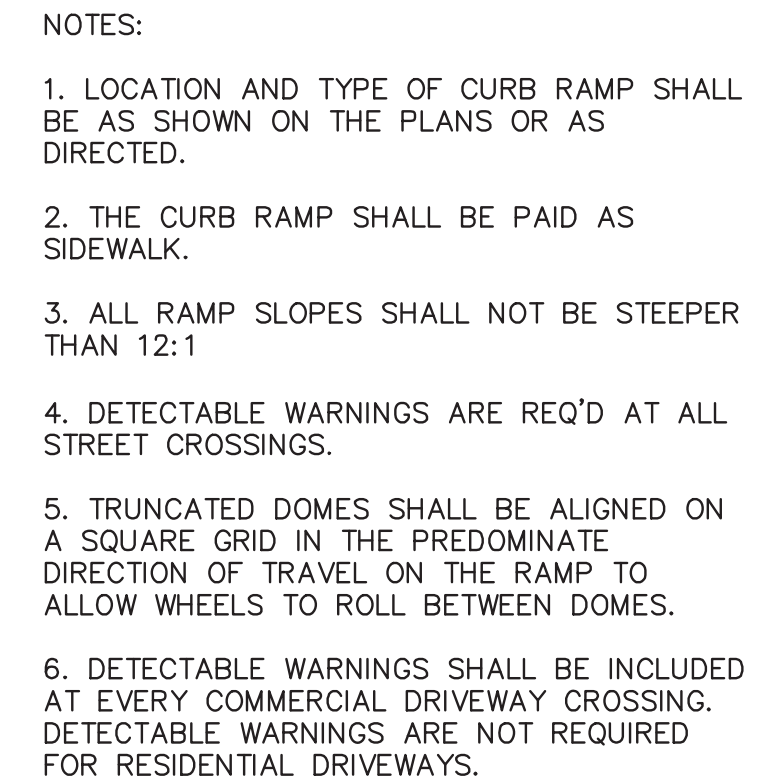
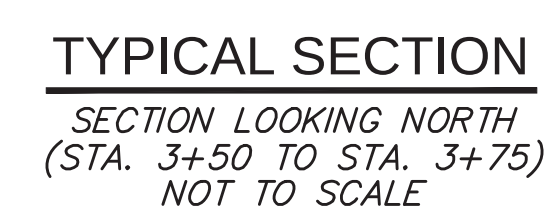
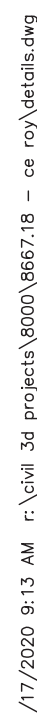


TYPICAL CROSSWALK STRIPING
NOT TO SCALE

- NOTES:
1. ALL STRIPING AND SIGNAGE SHALL CONFORM TO THE CURRENT ADDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
 2. ALL STRIPING SHALL BE THERMOPLASTIC WHITE.
 3. THERMOPLASTIC WORD AND BIKE SYMBOLS SHALL BE PAID FOR UNDER THEIR RESPECTIVE DESCRIPTION AND IMAGE HEIGHT, PER EACH.

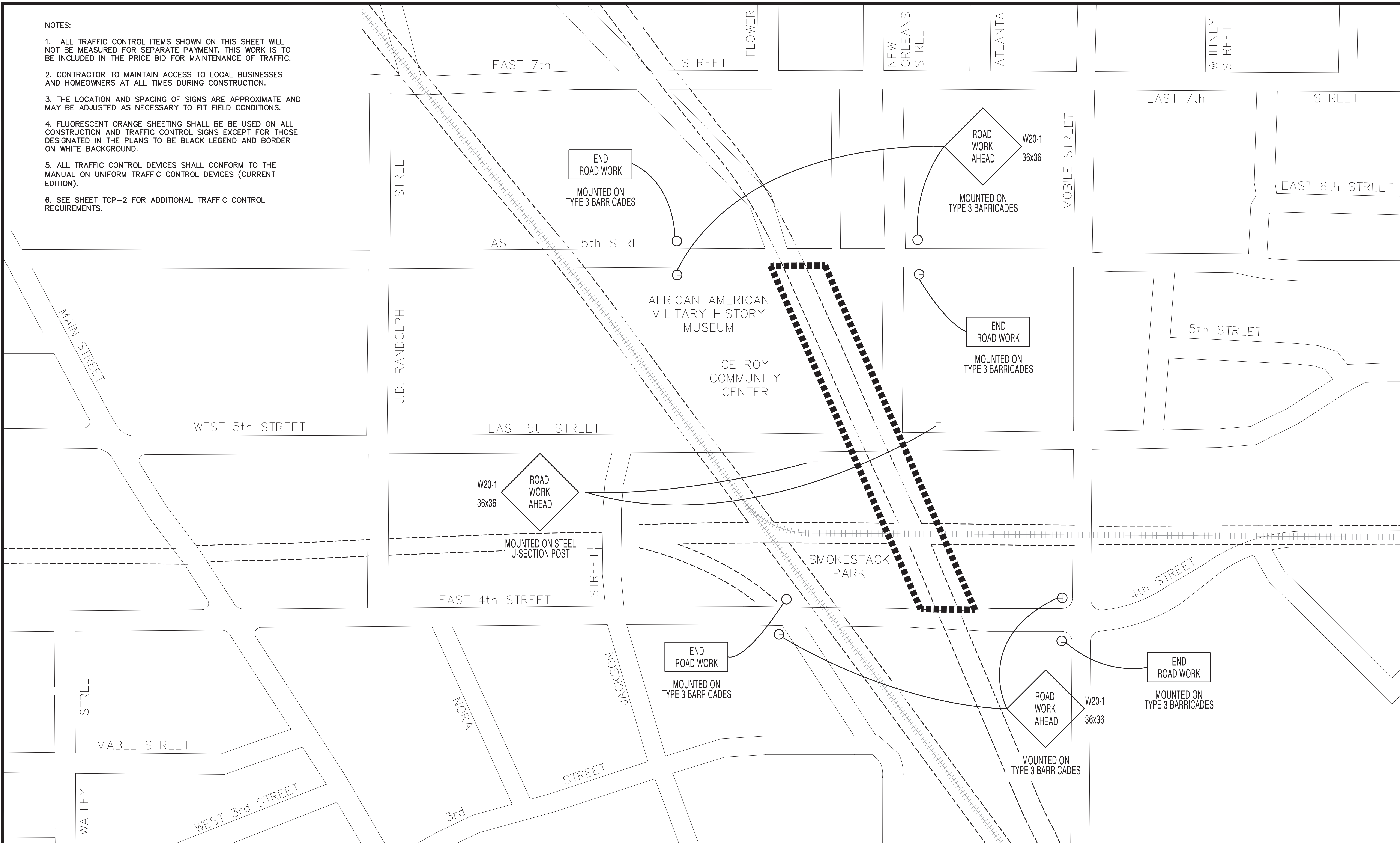
NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION 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		C.E. ROY PATHWAY CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY			STRIPING AND SIGNAGE DETAILS	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8667.018				WORKING NUMBER:	DRAWING NUMBER:
					FILENAME: DETAILS.dwg					
					SCALE:					
					SURVEYED BY:					
					DSGN: GPC	DATE: 01/2020				
					DRWN: GPC	DATE: 01/2020				
					CHKD:	DATE:				
					QA/QC:	DATE:				

1/17/2020 9:10 AM C:\Users\roy\Documents\8667.018 - ce roy\details.dwg



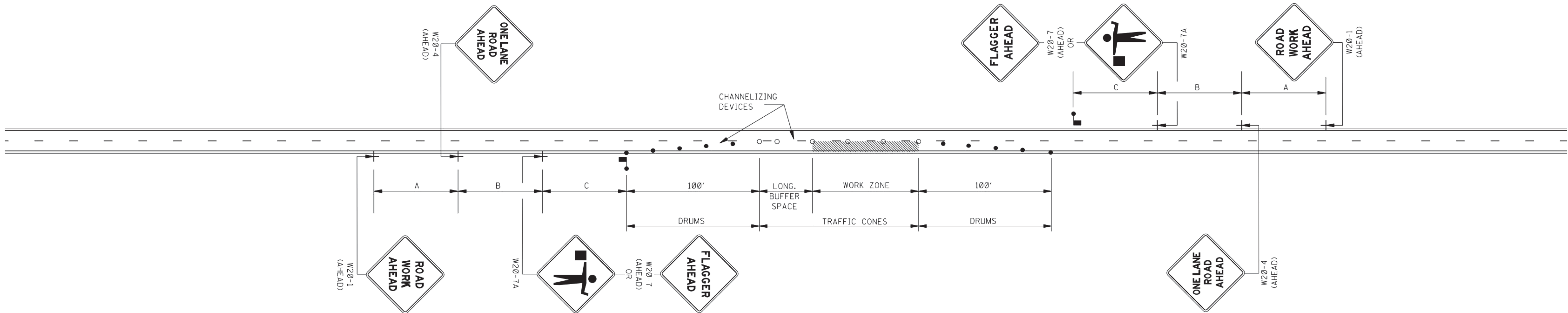
NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8667.018	
					FILENAME: DETAILS.dwg	
					SCALE:	
					SURVEYED BY:	
					DSGN: GPC	DATE: 01/2020
					DRWN: GPC	DATE: 01/2020
					CHKD:	DATE:
					QA/QC:	DATE:
C.E. ROY PATHWAY						
CITY OF HATTIESBURG						
HATTIESBURG, MS						
FORREST COUNTY						
 NEEL-SCHAFFER Solutions you can build upon						
MISCELLANEOUS DETAILS						
WORKING NUMBER:			DRAWING NUMBER:			
DET-2			11			

- NOTES:
1. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.
 2. CONTRACTOR TO MAINTAIN ACCESS TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION.
 3. THE LOCATION AND SPACING OF SIGNS ARE APPROXIMATE AND MAY BE ADJUSTED AS NECESSARY TO FIT FIELD CONDITIONS.
 4. FLUORESCENT ORANGE SHEETING SHALL BE USED ON ALL CONSTRUCTION AND TRAFFIC CONTROL SIGNS EXCEPT FOR THOSE DESIGNATED IN THE PLANS TO BE BLACK LEGEND AND BORDER ON WHITE BACKGROUND.
 5. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).
 6. SEE SHEET TCP-2 FOR ADDITIONAL TRAFFIC CONTROL REQUIREMENTS.



1/16/2020 10:37 AM C:\Users\neel\Documents\Projects\8667\8667-18 - ce roy\Net.dwg

NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS				DRAWING INFORMATION				C.E. ROY PATHWAY	CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY	NEEL-SCHAFFER <i>Solutions you can build upon</i>	TRAFFIC CONTROL PLAN	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8667.018								
					FILENAME: TCP.dwg								
					SCALE:								
					SURVEYED BY:								
					DSGN: GPC	DATE:	01/2020						
					DRWN: GPC	DATE:	01/2020						
					CHKD:	DATE:							
					QA/QC:	DATE:							
													WORKING NUMBER:
									TCP-1	12			



GENERAL NOTES:

1. THE LOCATION OF CHANNELIZING DEVICES AND THE WORK AREA LAYOUT SHALL BE BASED ON THE CRITERIA IN THE FOLLOWING TABLE. FLAGGER STATIONS SHALL BE LOCATED SUCH THAT APPROACHING VEHICLES WILL HAVE SUFFICIENT DISTANCE TO STOP. VALUES IN STOPPING SIGHT DISTANCE COLUMN MAY BE USED AS A MINIMUM FOR THIS DISTANCE.

POSTED SPEED AND/OR DESIGN SPEED	MAXIMUM CHANNELIZING DEVICE SPACING (ft)		LONGITUDINAL BUFFER SPACE (ft)	STOPPING SIGHT DISTANCE
	TAPER	ALONG LANE LINE & WORK ZONE		
mph				
25	20	50	55	155
30	20	60	85	200
35	20	70	120	250
40	20	80	170	305
45	20	90	220	360
50	20	100	280	425
55	20	110	335	495
60	20	120	415	570
65	20	130	485	645

† NOTE: BUFFER SPACE MAY BE ADJUSTED AS NEEDED ACCORDING TO ROADWAY GEOMETRY TO MEET SIGHT DISTANCE REQUIREMENTS, AS DIRECTED BY THE ENGINEER.

2. ALL CHANNELIZING DEVICES SHALL BE A MINIMUM OF 28" IN HEIGHT.
3. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 36" x 36" AND BLACK COPY ON FLUORESCENT ORANGE SHEETING.
4. WHEN WORK ZONE IS NO LONGER NEEDED, ALL SIGNS SHALL BE COVERED OR REMOVED AND ALL CHANNELIZING DEVICES SHALL BE MOVED TO THE SHOULDER EDGE.
5. ADDITIONAL FLAGGERS MAY BE NEEDED AS DIRECTED BY THE ENGINEER.
6. WHEN WORK IS REQUIRED AT NIGHT, FLAGGER STATIONS SHALL BE ILLUMINATED.
7. CHANNELIZING DEVICE TYPES FOR:
A. APPROACH AND EXIT TAPERS- RETROREFLECTIVE PLASTIC DRUMS
B. ALONG LANE LINE AND WORK ZONE- TRAFFIC CONES (28" HEIGHT)
8. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK SHALL BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.

LEGEND

- FLAGGER
- RETROREFLECTIVE FREE-STANDING PLASTIC DRUMS
- TRAFFIC CONES (28" HEIGHT MINIMUM)

DISTANCE BETWEEN SIGNS

ROAD TYPE	A	B	C
URBAN (35 MPH OR LESS)	100 FT.	100 FT.	100 FT.
URBAN (40 - 70 MPH)	350 FT.	350 FT.	350 FT.
RURAL	500 FT.	500 FT.	500 FT.
EXPRESSWAY / FREEWAY	1000 FT.	1500 FT.	2640 FT.

1/16/2020 10:35 AM C:\local_bk_projects\6000\606718 - ce roy\mxd standards\fe-1a.dwg

NOTICE TO DRAWING HOLDER

NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS			DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	
				N-S PROJECT NO.: 8667.018
				FILENAME: FE-1A.dwg
				SCALE:
				SURVEYED BY:
				DSGN: GPC DATE: 01/2020
				DRWN: GPC DATE: 01/2020
				CHKD: DATE:
				QA/QC: DATE:

C.E. ROY PATHWAY

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



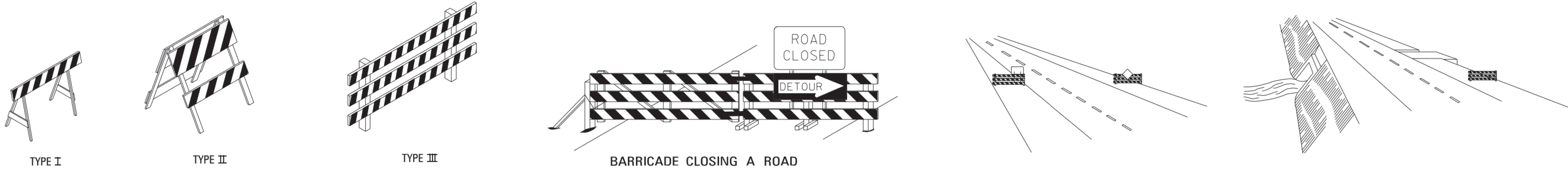
TRAFFIC CONTROL DETAILS

WORKING NUMBER:

TCP-2

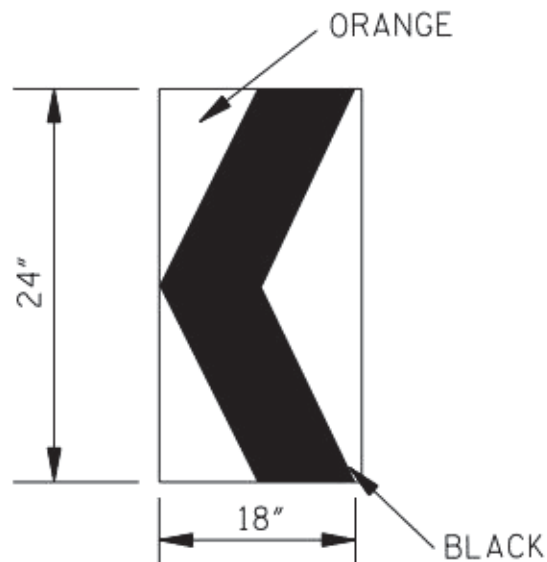
DRAWING NUMBER:

13



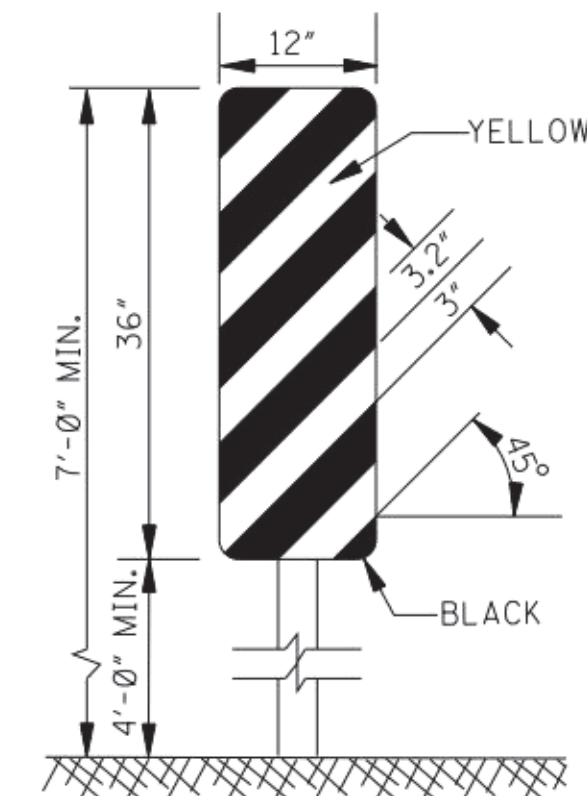
STANDARD BARRICADES

1. A TYPE I BARRICADE CONSISTS OF ONE (1) HORIZONTAL RAIL SUPPORTED BY A DEMOUNTABLE FRAME OR A LIGHT "A" FRAME. A TYPE I BARRICADE NORMALLY WOULD BE USED ON CONVENTIONAL ROADS OR URBAN STREETS AND ARTERIALS.
2. A TYPE II BARRICADE CONSISTS OF TWO (2) HORIZONTAL RAILS ON A LIGHT "A" FRAME. TYPE II BARRICADES ARE INTENDED FOR USE ON EXPRESSWAYS AND FREEWAYS AND OTHER HIGH-SPEED ROADWAYS.
3. TYPE I AND TYPE II BARRICADES ARE INTENDED FOR USE WHERE THE HAZARD IS RELATIVELY SMALL AS, FOR EXAMPLE, ON CITY STREETS, OR FOR THE MORE OR LESS CONTINUOUS DELIMITING OF A RESTRICTED ROADWAY, OR FOR TEMPORARY DAYTIME USE.
4. A TYPE III BARRICADE CONSISTS OF THREE (3) HORIZONTAL RAILS SUPPORTED BY FIXED POSTS, A RIGID SKID, A HEAVY DEMOUNTABLE FRAME OR A HEAVY, HINGED "A" FRAME.
5. TYPE III BARRICADES ARE INTENDED FOR USE ON CONSTRUCTION AND MAINTENANCE PROJECTS AS WING BARRICADES AND AT ROAD CLOSURES, WHERE THEY MUST REMAIN IN PLACE FOR EXTENDED PERIODS.
6. THE MARKING FOR BARRICADE RAILS SHALL BE ORANGE AND WHITE (SLOPING DOWNWARD AT AN ANGLE OF 45° IN THE DIRECTION TRAFFIC IS TO PASS).
7. DO NOT PLACE SANDBAGS OR OTHER DEVICES TO PROVIDE MASS ON THE BOTTOM RAIL THAT WILL BLOCK VIEW OR RAIL FACE.
8. FOR ADDITIONAL INFORMATION OR DETAILS, SEE MUTCD, LATEST EDITION.



CHEVRON SIGN
DETAIL

1. A CHEVRON SIGN CONSISTS OF A BLACK CHEVRON TYPE MARKING ON AN ORANGE BACKGROUND AND SHALL POINT IN THE DIRECTION OF TRAFFIC FLOW.
2. THE CHEVRON SIGN SHALL BE MOUNTED ON FIXED POST OR RIGID SKID.
3. CHEVRON SIGNS MAY BE USED TO SUPPLEMENT OTHER STANDARD DEVICES WHERE ONE OR MORE LANES ARE CLOSED FOR CONSTRUCTION OR MAINTENANCE. THEY SHALL BE PLACED APPROXIMATELY 2'-0" BEHIND THE LANE TRANSITION STRIPE.



TYPE 3 OBJECT MARKER
(OM-3R)

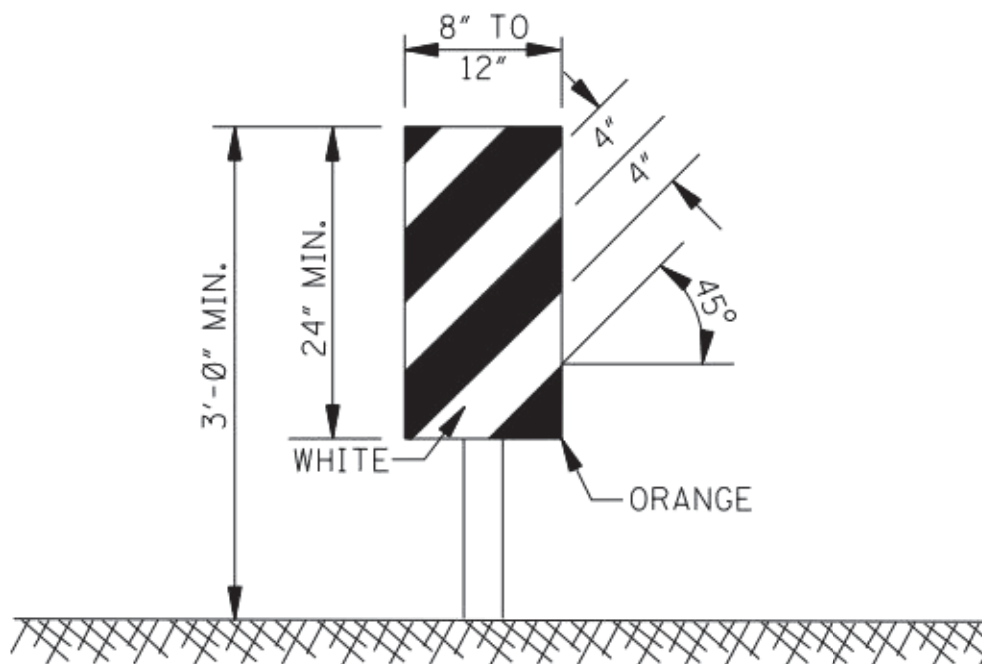
1. TYPE 3 OBJECT MARKERS SHALL BE USED AT ALL EXPOSED BRIDGE ABUTMENTS AND AT OTHER LOCATIONS AS DEEMED NECESSARY BY THE ENGINEER.
2. THE OM-3R IS SHOWN. THE OM-3L IS SIMILAR EXCEPT THE STRIPES SLOPE DOWNWARD FROM THE UPPER LEFT SIDE TO THE LOWER RIGHT SIDE AND SHALL BE PLACED ON THE LEFT SIDE OF THE OBJECT.
3. THE INSIDE EDGE OF THE MARKER SHALL BE IN LINE WITH THE INNER EDGE OF THE OBSTRUCTION.

BARRICADE CHARACTERISTICS

	I	II	III
WIDTH OF RAIL **	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.
LENGTH OF RAIL **	24" MIN.	24" MIN.	48" MIN.
WIDTH OF STRIPE *	6"	6"	6"
HEIGHT	36" MIN.	36" MIN.	60" MIN.
NUMBER OF REFLECTORIZED RAIL FACES	2 (ONE EACH DIRECTION)	4 (TWO EACH DIRECTION)	3 IF FACING TRAFFIC IN ONE DIRECTION 6 IF FACING TRAFFIC IN TWO DIRECTIONS
TYPE OF FRAME	LIGHT	LIGHT "A" FRAME	POST OR SKID

* 1. FOR RAILS LESS THAN 36" LONG, 4" WIDE STRIPES MAY BE USED.

** 2. BARRICADES INTENDED FOR USE ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH SPEED ROADWAYS, SHALL HAVE A MINIMUM OF 270 in² OF REFLECTIVE AREA FACING TRAFFIC.



VERTICAL PANEL

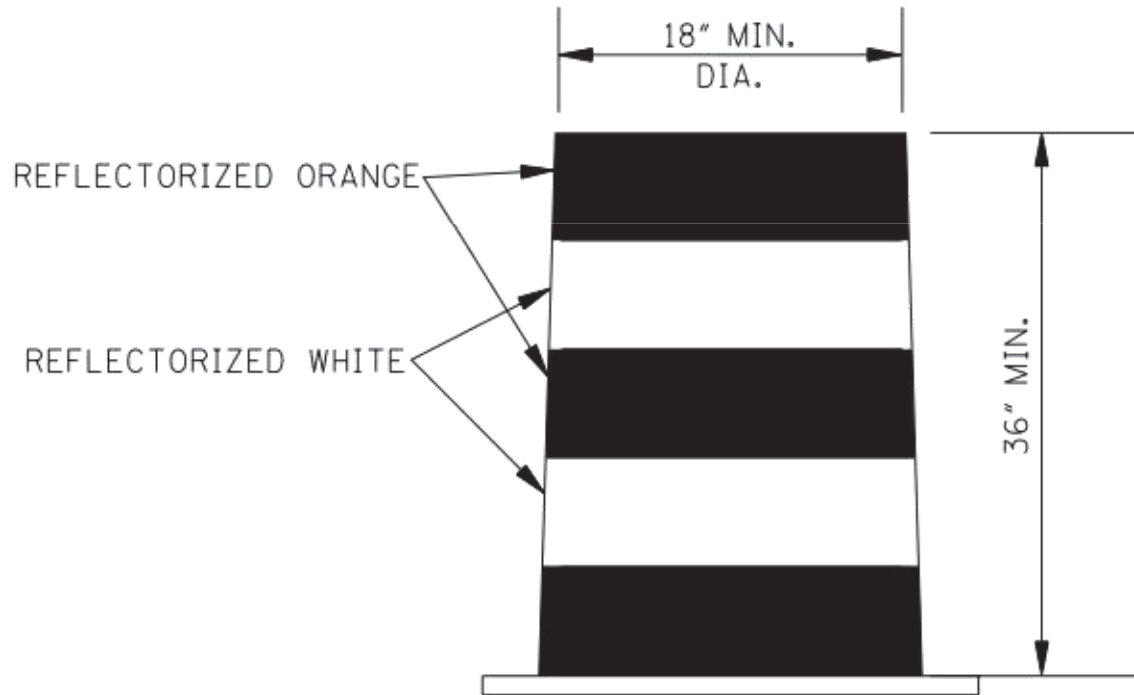
1. VERTICAL PANELS CONSIST OF AT LEAST ONE PANEL 8" TO 12" IN WIDTH AND A MINIMUM OF 24" IN HEIGHT.
2. THE DIAGONAL STRIPES SHALL SLOPE DOWNWARD IN THE DIRECTION THAT TRAFFIC IS TO PASS THE PANEL. THE PANELS SHALL BE MOUNTED WITH THE TOP A MINIMUM OF 36" ABOVE THE ROADWAY ON A SINGLE LIGHTMASS POST.
3. VERTICAL PANELS USED ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH-SPEED ROADWAYS SHALL HAVE A MINIMUM OF 270 in² OF RETROREFLECTIVE AREA FACING TRAFFIC.
4. FOR TWO-WAY TRAFFIC OPERATIONS, BACK-TO-BACK PANELS SHALL BE USED.

GENERAL NOTES:

1. MARKINGS ON ALL DEVICES SHOWN ON THIS SHEET SHALL BE HIGH INTENSITY REFLECTIVE SHEETING.
2. THE TRAFFIC CONTROL PLAN WILL LIST THE VARIOUS TRAFFIC CONTROL DEVICES REQUIRED FOR EACH PROJECT.

WING BARRICADES

1. WING BARRICADES ARE TYPE III BARRICADES ERECTED ON THE SHOULDER ON ONE OR BOTH SIDES OF THE PAVEMENT TO GIVE THE SENSATION OF A NARROWING OR RESTRICTED ROADWAY. WING BARRICADES MAY BE USED AS A MOUNTING FOR THE ADVANCE WARNING SIGNS OR FLASHERS.
2. WING BARRICADES SHOULD BE USED:
A. IN ADVANCE OF A CONSTRUCTION PROJECT EVEN WHEN NO PART OF THE ROADWAY IS ACTUALLY CLOSED.
B. IN ADVANCE OF ALL BRIDGE OR CULVERT WIDENING OPERATIONS.



PLASTIC DRUM STRIPING DETAIL

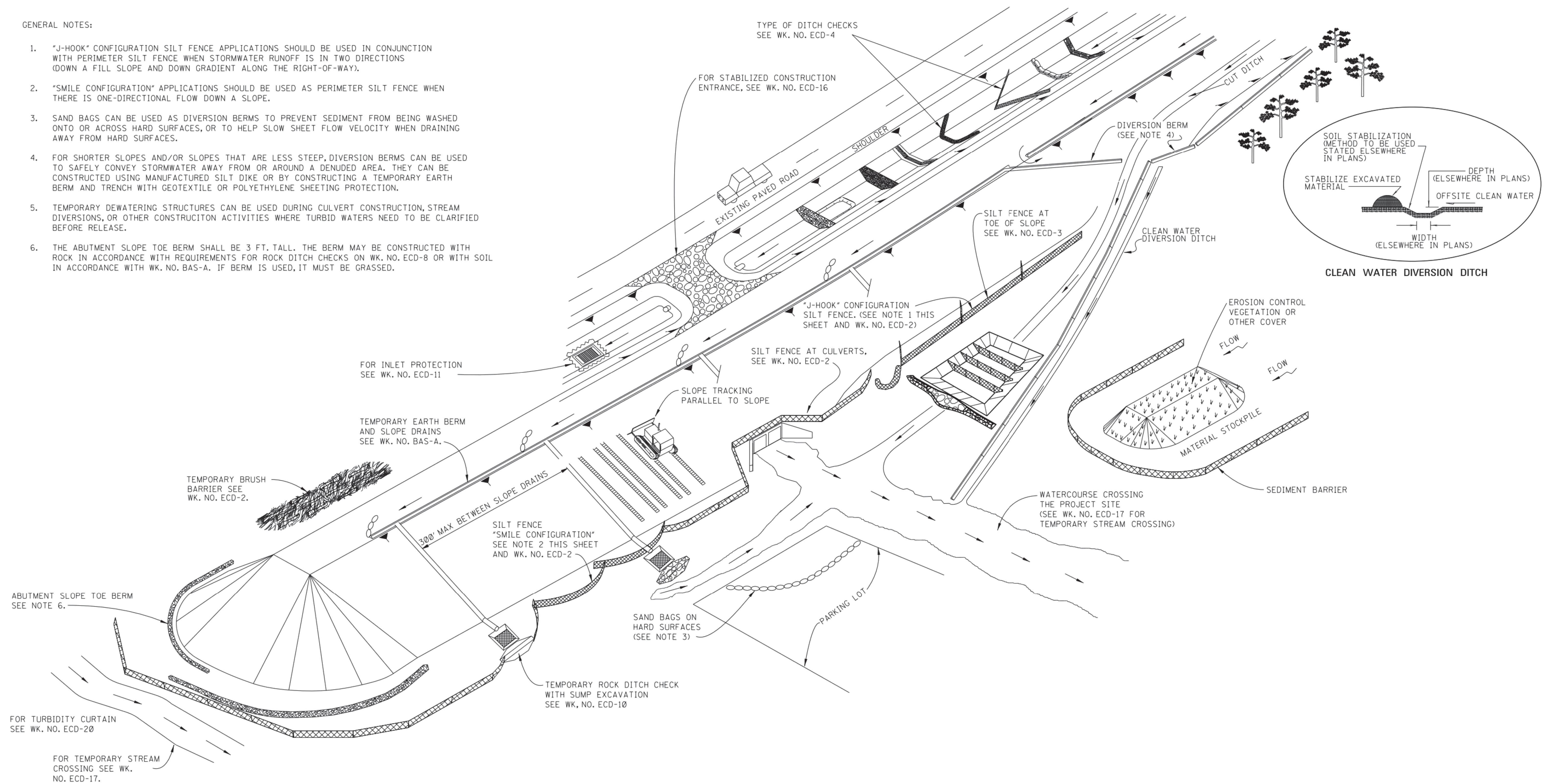
1. PLASTIC DRUMS SHALL BE ON END AND USED AS AN EXPEDIENT METHOD FOR TRAFFIC CHANNELIZATION. THE COLOR AND MARKING OF DRUMS SHALL BE CONSISTENT WITH MARKING STANDARDS FOR BARRICADE. THE PREDOMINANT COLOR ON DRUMS SHALL BE ORANGE WITH FOUR (4) REFLECTORIZED, HORIZONTAL, CIRCUMFERENTIAL STRIPES (2 ORANGE & 2 WHITE) 6" WIDE.
2. DRUMS SHOULD NEVER BE PLACED IN THE ROADWAY WITHOUT WARNING SIGNS.
3. WHERE PRACTICAL PLASTIC DRUMS SHALL BE PLACED NO CLOSER THAN 3'-0" FROM THE EDGE OF TRAVELED LANE.

1/16/2020 10:35 AM C:\Users\neel\OneDrive\Documents\Projects\10000\10000.dwg - ce roy\mtd - standards\10-10.dwg

NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS				DRAWING INFORMATION				C.E. ROY PATHWAY CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY	NEEL-SCHAFFER Solutions you can build upon	TRAFFIC CONTROL DETAILS			
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8667.018									
					FILENAME: FE-1A.dwg									
					SCALE:									
					SURVEYED BY:									
					DSGN: GPC	DATE:	01/2020							
					DRWN: GPC	DATE:	01/2020							
					CHKD:	DATE:								
					QA/QC:	DATE:								
WORKING NUMBER:		DRAWING NUMBER:												
SDTCP-10		14												

GENERAL NOTES:

1. "J-HOOK" CONFIGURATION SILT FENCE APPLICATIONS SHOULD BE USED IN CONJUNCTION WITH PERIMETER SILT FENCE WHEN STORMWATER RUNOFF IS IN TWO DIRECTIONS (DOWN A FILL SLOPE AND DOWN GRADIENT ALONG THE RIGHT-OF-WAY).
2. "SMILE CONFIGURATION" APPLICATIONS SHOULD BE USED AS PERIMETER SILT FENCE WHEN THERE IS ONE-DIRECTIONAL FLOW DOWN A SLOPE.
3. SAND BAGS CAN BE USED AS DIVERSION BERMS TO PREVENT SEDIMENT FROM BEING WASHED ONTO OR ACROSS HARD SURFACES, OR TO HELP SLOW SHEET FLOW VELOCITY WHEN DRAINING AWAY FROM HARD SURFACES.
4. FOR SHORTER SLOPES AND/OR SLOPES THAT ARE LESS STEEP, DIVERSION BERMS CAN BE USED TO SAFELY CONVEY STORMWATER AWAY FROM OR AROUND A DENUDED AREA. THEY CAN BE CONSTRUCTED USING MANUFACTURED SILT DIKE OR BY CONSTRUCTING A TEMPORARY EARTH BERM AND TRENCH WITH GEOTEXTILE OR POLYETHYLENE SHEETING PROTECTION.
5. TEMPORARY DEWATERING STRUCTURES CAN BE USED DURING CULVERT CONSTRUCTION, STREAM DIVERSIONS, OR OTHER CONSTRUCTION ACTIVITIES WHERE TURBID WATERS NEED TO BE CLARIFIED BEFORE RELEASE.
6. THE ABUTMENT SLOPE TOE BERM SHALL BE 3 FT. TALL. THE BERM MAY BE CONSTRUCTED WITH ROCK IN ACCORDANCE WITH REQUIREMENTS FOR ROCK DITCH CHECKS ON WK. NO. ECD-8 OR WITH SOIL IN ACCORDANCE WITH WK. NO. BAS-A. IF BERM IS USED, IT MUST BE GRASSED.



NOTICE TO DRAWING HOLDER

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	
NO.	DATE	BY	DESCRIPTION	
				N-S PROJECT NO.: 8667.018
				FILENAME: ECD 1-4.dwg
				SCALE:
				SURVEYED BY:
				DSGN: GPC DATE: 01/2020
				DRWN: GPC DATE: 01/2020
				CHKD: DATE:
				QA/QC: DATE:

C.E. ROY PATHWAY

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



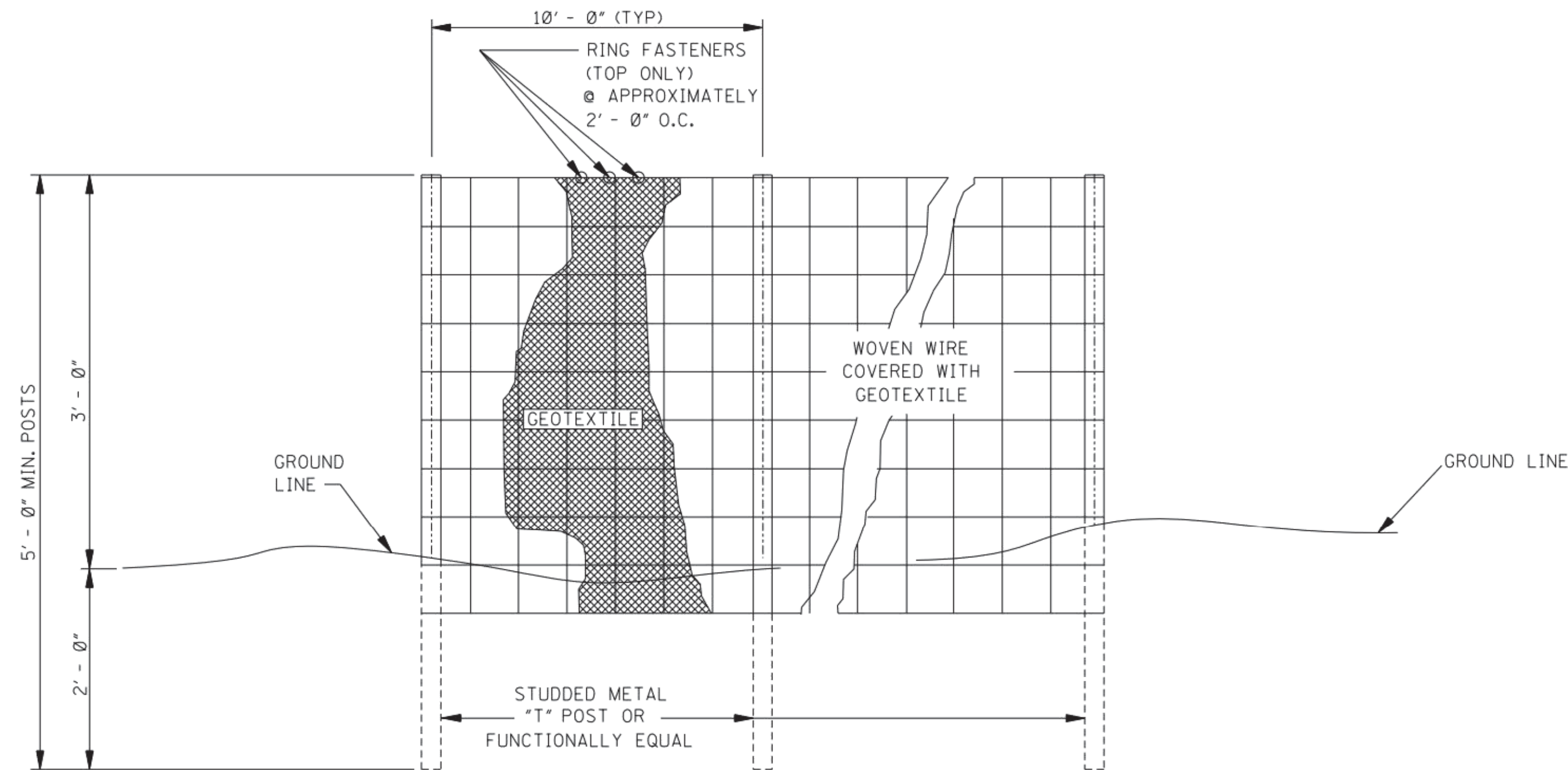
TYPICAL TEMPORARY
EROSION / SEDIMENT
CONTROL APPLICATIONS

WORKING NUMBER:

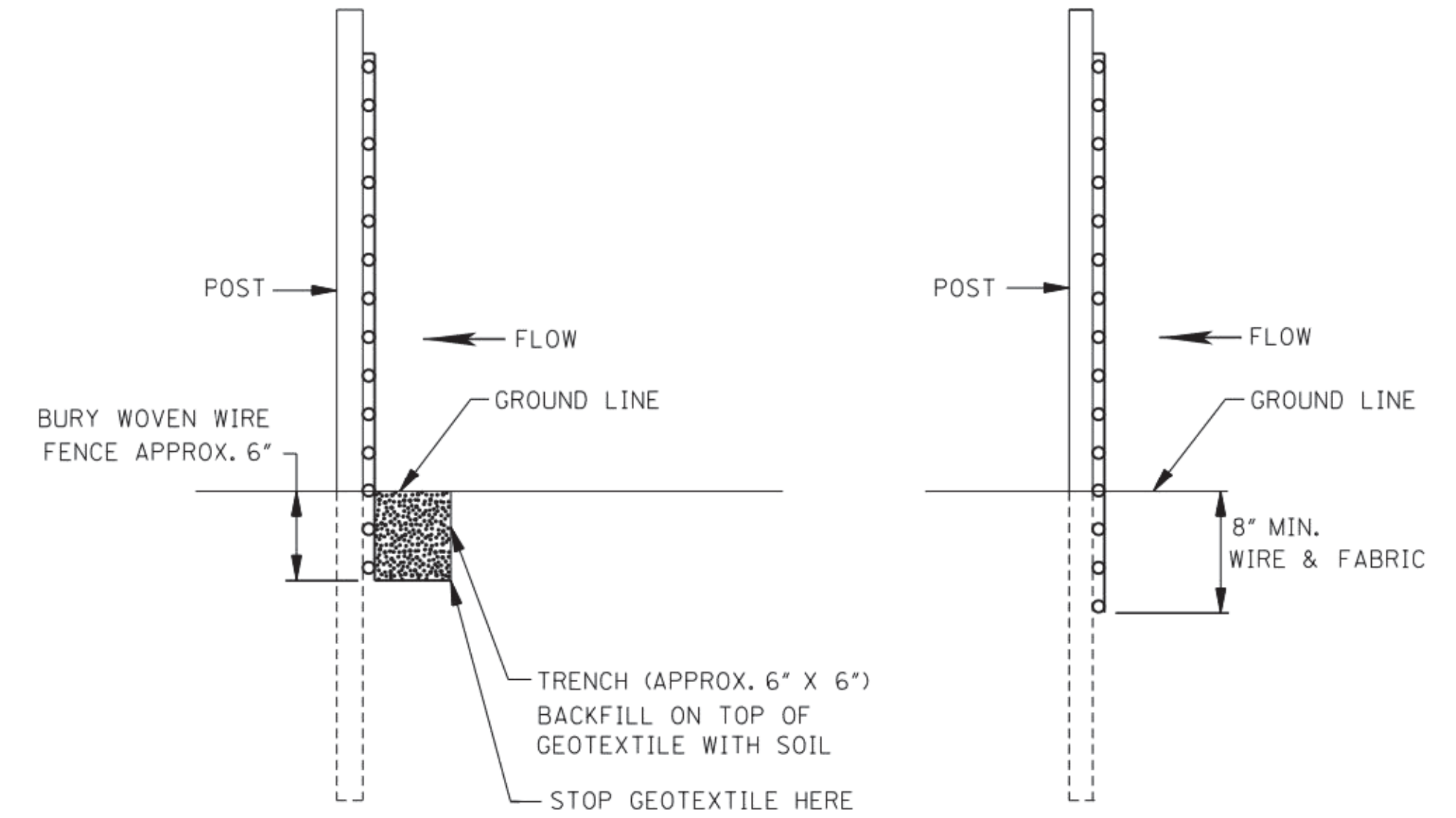
ECD-1

DRAWING NUMBER:

15



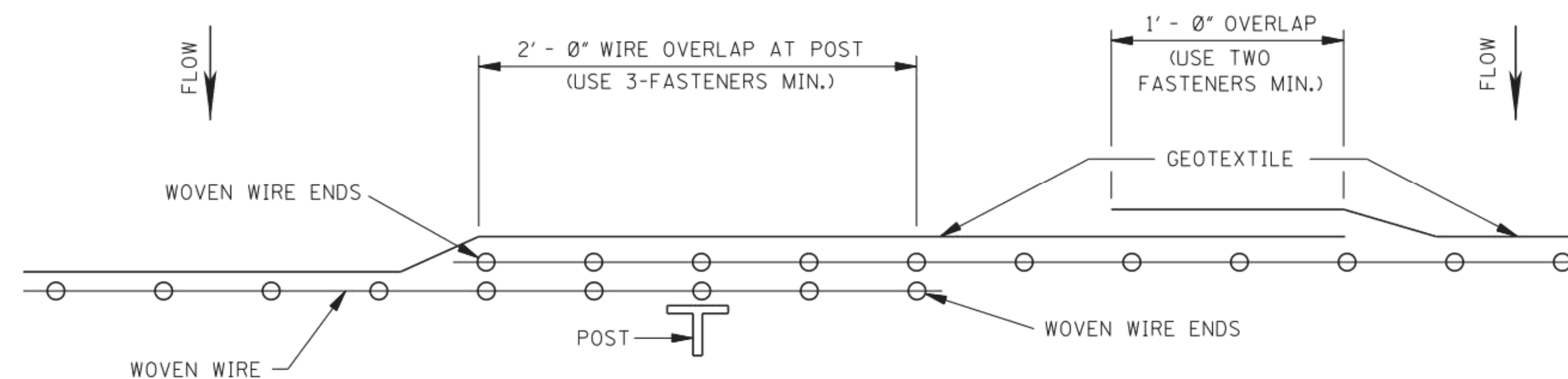
ELEVATION VIEW



METHOD I

METHOD II
MECHANICAL INSTALLATION

SIDE VIEW



PLAN VIEW
REQUIRED LAPPING

GENERAL NOTES:

1. SILT FENCES SHOULD BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHOULD BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STEAMS AND CHANNELS.
3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
4. WHENEVER POSSIBLE SILT FENCE SHOULD BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AN FACILITATES SEDIMENTATION.
5. THE CONTRACTOR MAY ELECT TO USE EITHER METHOD I OR METHOD II. COST TO BE LINEAR FEET OF SILT FENCE.
6. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF DETAIL.
7. WIRE SHALL BE A MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
8. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATION MAY BE USED WITHOUT WIRE FENCE.

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	
NO.	DATE	BY	DESCRIPTION	
			N-S PROJECT NO.: 8667.018	
			FILENAME: ECD 1-4.dwg	
			SCALE:	
			SURVEYED BY:	
			DSGN: GPC	DATE: 01/2020
			DRWN: GPC	DATE: 01/2020
			CHKD:	DATE:
			QA/QC:	DATE:

C.E. ROY PATHWAY

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



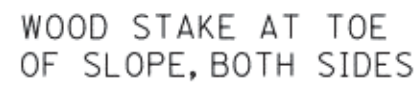
DETAILS OF SILT
FENCE INSTALLATION

WORKING NUMBER:

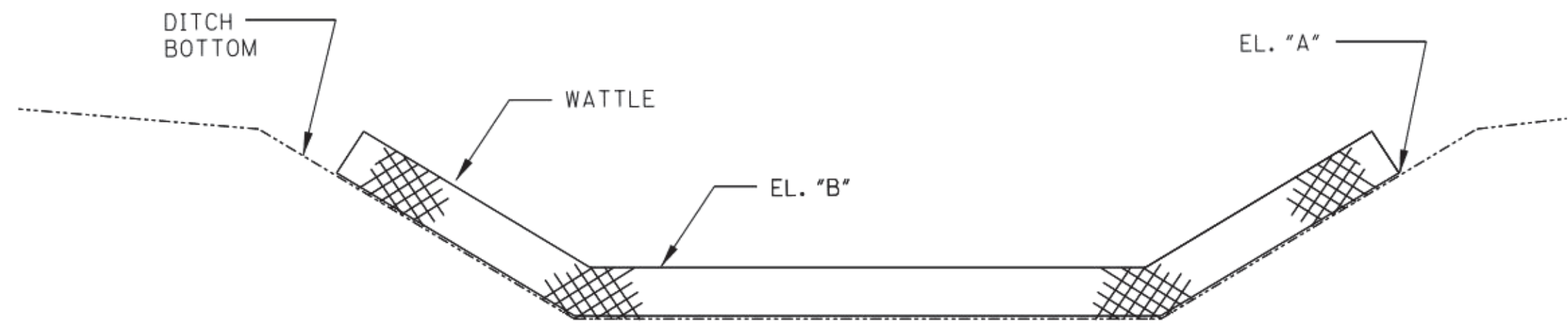
ECD-3

DRAWING NUMBER:

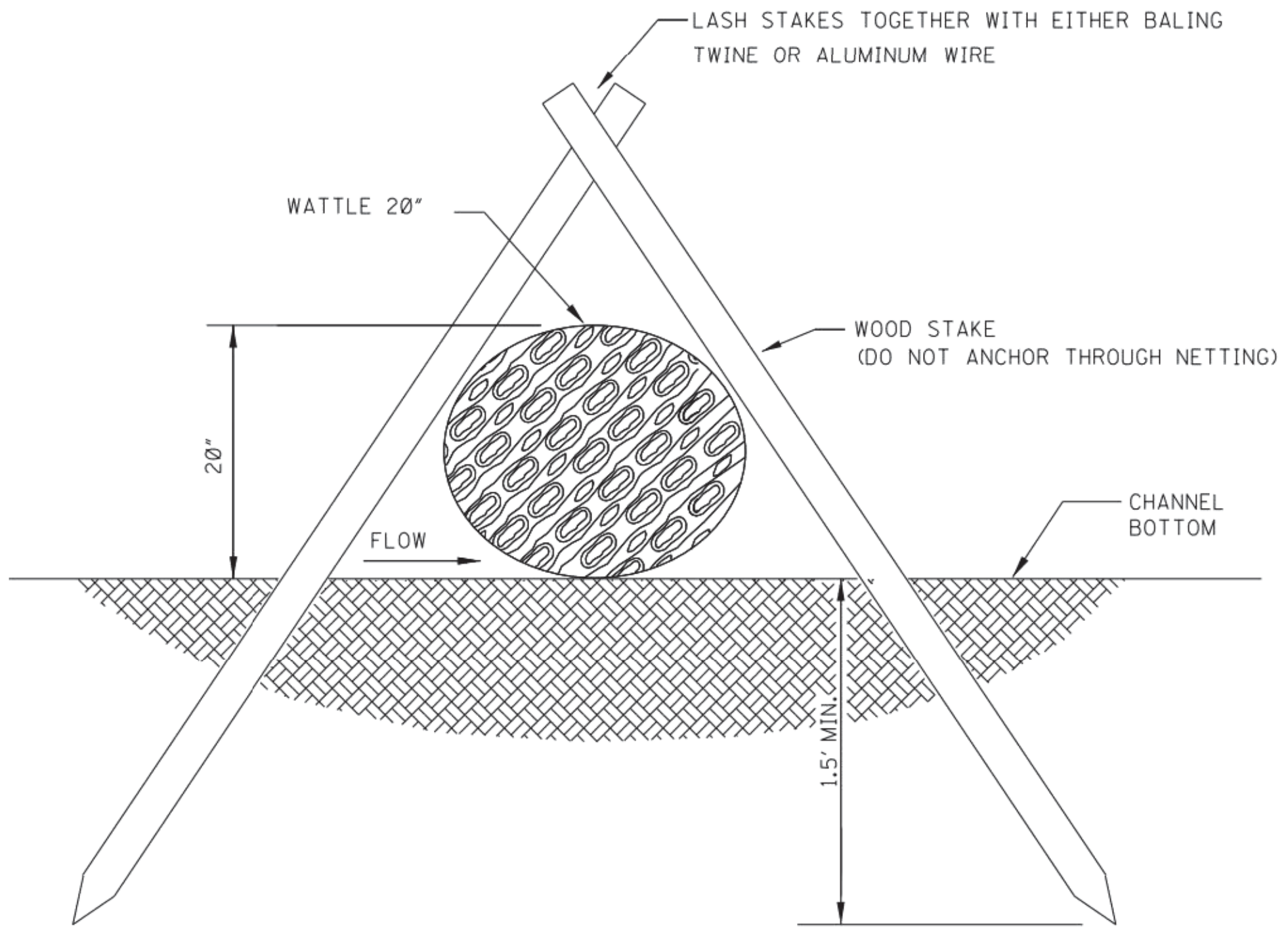
16



NOTE: END POINTS "A" SHALL BE HIGHER
THAN FLOWLINE POINT "B".



ELEVATION DETAIL



SECTION A-A

NOTES:

1. WATTLE DITCH CHECKS CAN BE USED FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.
2. THE PLACEMENT INTERVAL BETWEEN WATTLE DITCH CHECK SHALL BE 100' UNLESS SHOWN OTHERWISE ON THE PLANS OR EROSION CONTROL PLAN APPROVED BY THE ENGINEER. SEE SPACING GUIDANCE ON WK. NO. ECD-4.
3. ANCHORING WOOD STAKES SHALL BE SIZED, SPACED, DRIVEN, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE CHECK. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET. ALL NON-DEGRADABLE MATERIALS SHALL BE REMOVED WHEN NO LONGER NEEDED.
4. TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.
5. WATTLES SHOULD NOT BE USED IN HARD BOTTOM CHANNELS.
6. IN THE EVENT WATTLES CANNOT BE SECURED IN PLACE USING WOOD STAKES, SAND BAGS MAY BE USED IN LIEU OF WOOD STAKES IN ORDER TO SECURE THE WATTLES IN PLACE. IF SANDS BAGS ARE USED IN THIS APPLICATION THEY WILL NOT BE A SEPARATE PAY ITEM.

NOTICE TO DRAWING HOLDER

NEEL-SCHAFFER, INC., 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.: 8667.018	
				FILENAME: ECD 1-4.dwg	
				SCALE:	
				SURVEYED BY:	
				DSGN: GPC	DATE: 01/2020
				DRWN: GPC	DATE: 01/2020
				CHKD:	DATE:
				QA/QC:	DATE:

C.E. ROY PATHWAY

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



DETAILS OF WATTLE INSTALLATION

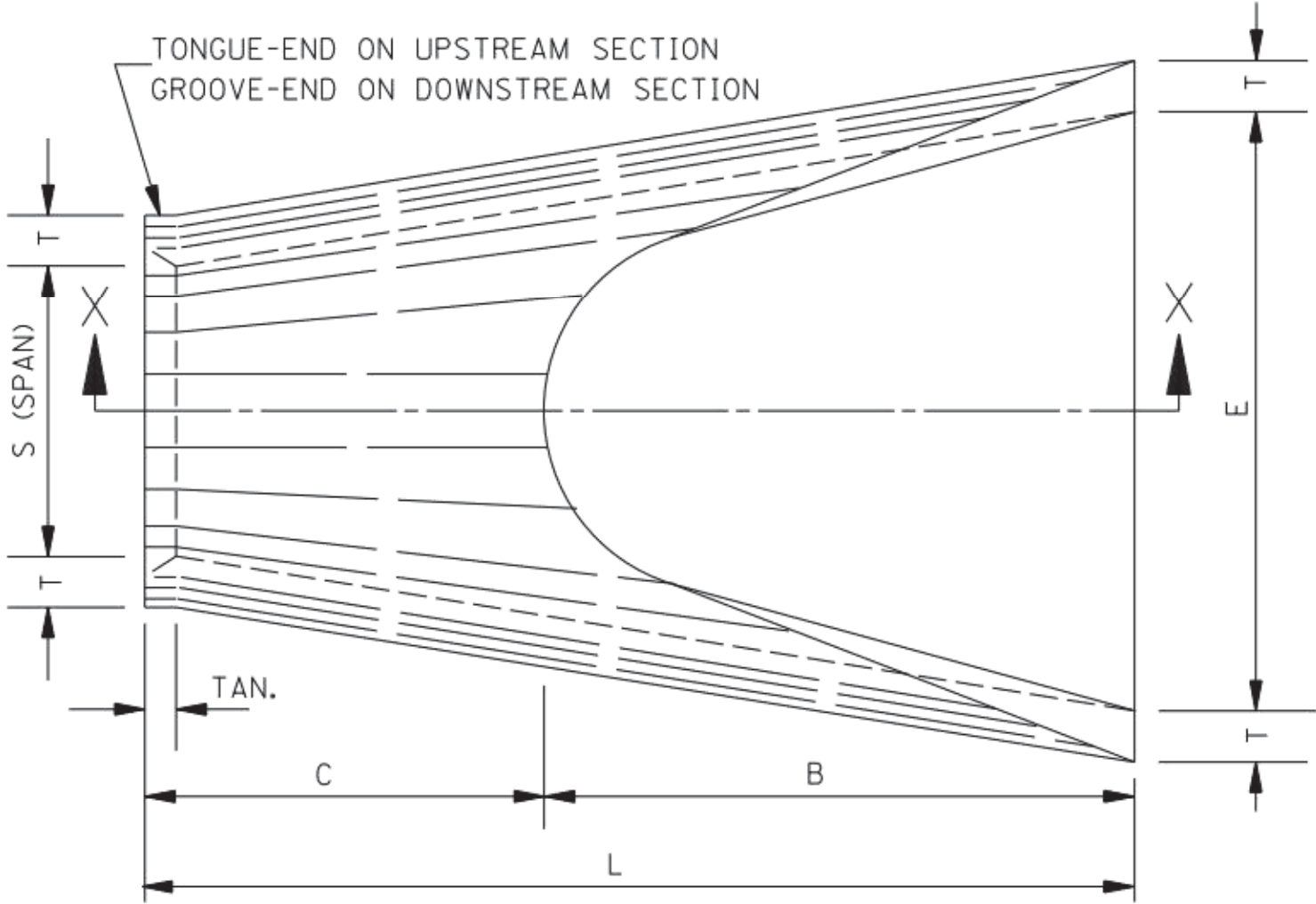
WORKING NUMBER:	DRAWING NUMBER:
ECD-4	17

BELL AND SPIGOT END OPTION TYPE I

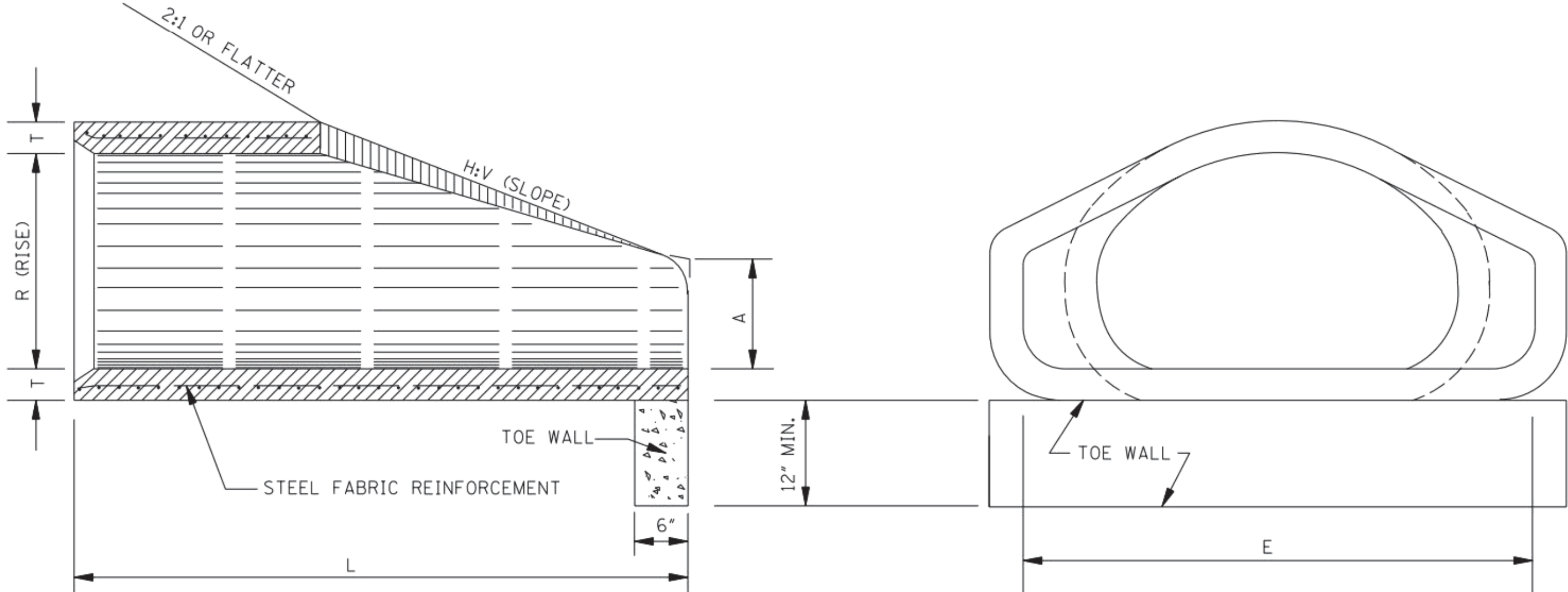
NOTE: BELL-END ON DOWNSTREAM SECTION
SPIGOT-END ON UPSTREAM SECTION.

FLARED END SECTION FOR CONCRETE ARCH PIPE									
EQUIV. SIZE	R	S	T	H:V	A	B	C	E	L
18"	13 1/2"	22"	2 1/2"	3:1	7"	2'-3"	3'-9"	3'-0"	6'-0"
24"	18"	28 1/2"	3"	3:1	8"	3'-3"	2'-9"	4'-0"	6'-0"
30"	22 1/2"	36 1/4"	3 1/2"	3:1	10"	4'-0"	2'-0"	5'-0"	6'-0"
36"	26 5/8"	43 3/4"	4"	3:1	10 5/8"	5'-0"	3'-0"	6'-0"	8'-0"
42"	31 1/6"	51 1/8"	4 1/2"	3:1	1'-3 9/16"	5'-0"	3'-0"	6'-6"	8'-0"
48"	36"	58 1/2"	5"	3:1	1'-9"	5'-0"	3'-0"	7'-0"	8'-0"
54"	40"	65"	5 1/2"	3:1	2'-1 1/2"	5'-0"	3'-0"	7'-6"	8'-0"
60"	45"	73"	6"	3:1	2'-2"	6'-3"	1'-9"	8'-0"	8'-0"
72"	54"	88"	7"	3:1	2'-11"	6'-6"	1'-10"	10'-0"	8'-4"

TOE WALL CONC. QUANTITY (yd ³)
0.063
0.083
0.102
0.123
0.134
0.145
0.156
0.167
0.207



PLAN OF DOWNSTREAM END



SECTION X-X

FRONT ELEVATION

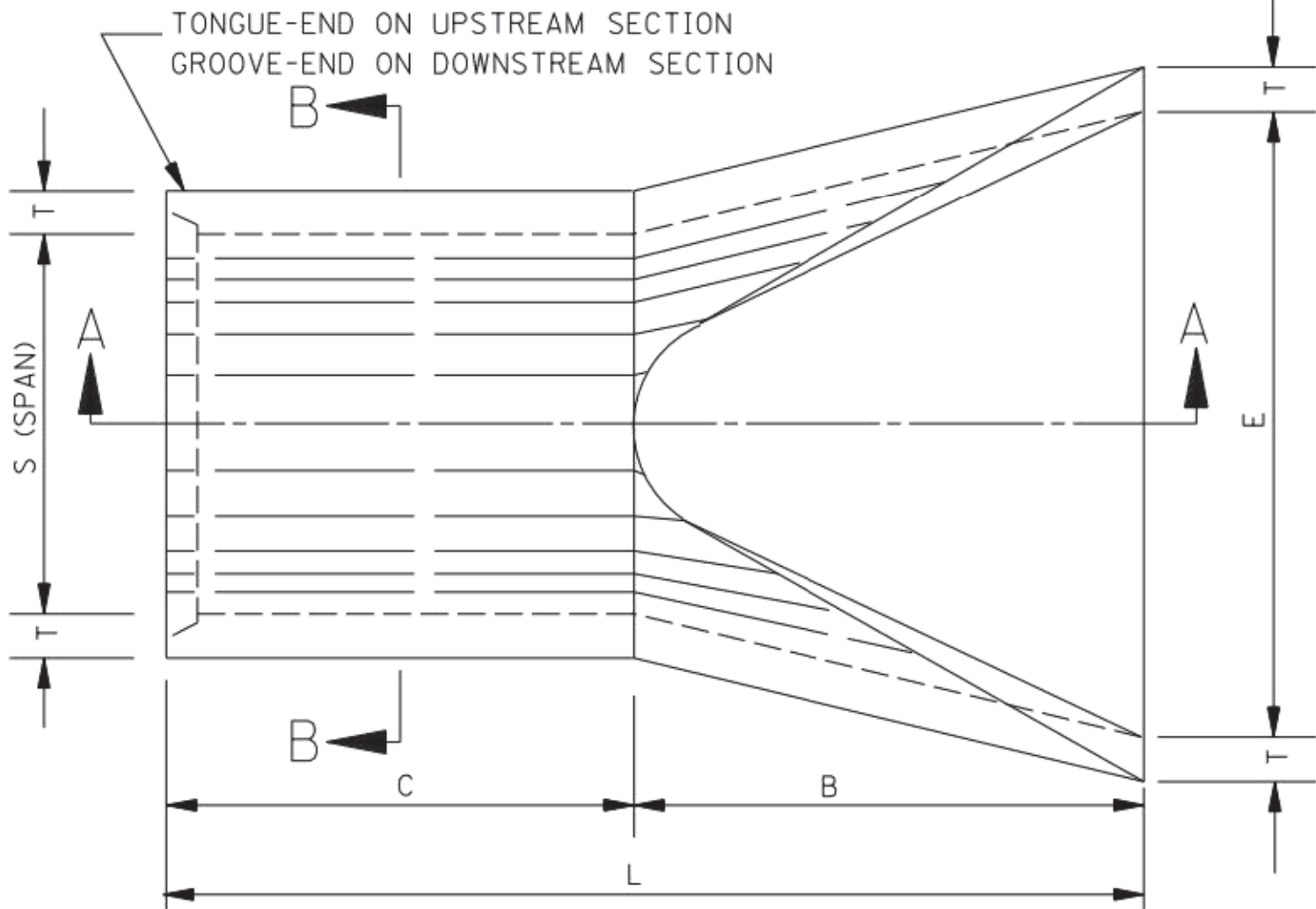
BELL AND SPIGOT END OPTION TYPE II

NOTE: BELL-END ON DOWNSTREAM SECTION
SPIGOT-END ON UPSTREAM SECTION.

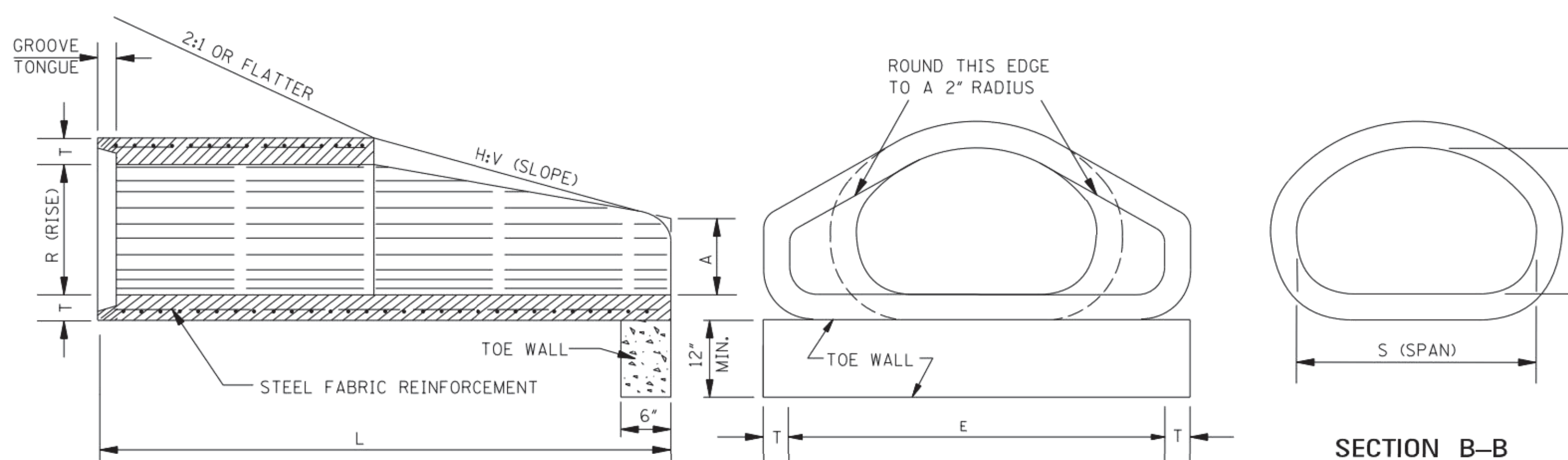
FLARED END SECTION FOR CONC. ARCH PIPE-SHORT FLARE										
EQUIV. SIZE	R	S	T	H:V	A	B	C	E	L	GROOVE TONGUE
* 18"	13 1/2"	22"	2 1/2"	3:1	7"	2'-3"	3'-9"	3'-0"	6'-0"	2 1/4"
24"	18"	28 1/2"	3 1/2"	3.12:1	9"	3'-3"	2'-9 1/2"	4'-0"	6'-0 1/2"	3"
30"	22 1/2"	36 1/4"	4"	2.94:1	9 1/2"	4'-2"	3'-10 1/2"	5'-0"	8'-0 1/2"	3 1/2"
36"	26 5/8"	43 3/4"	4 1/2"	3.08:1	11 5/8"	5'-0"	3'-0 1/2"	6'-0"	8'-0 1/2"	4"
42"	31 1/6"	51 1/8"	4 1/2"	3.08:1	1'-4 5/16"	5'-0"	3'-0 1/2"	6'-6"	8'-0 1/2"	4"
48"	36"	58 1/2"	5"	3.16:1	1'-10"	5'-0"	3'-0 1/2"	7'-0"	8'-0 1/2"	5"
54"	40"	65"	5 1/2"	3.24:1	2'-3"	5'-0"	3'-0 5/8"	7'-6"	8'-0 5/8"	5"
60"	45"	73"	6"	3.33:1	2'-9"	5'-0"	3'-0 5/8"	8'-0"	8'-0 5/8"	5"

TOE WALL CONC. QUANTIT (yd ³)
0.063
0.083
0.102
0.123
0.134
0.145
0.156
0.167

NOTES: *1. EQUIVALENT 18" FLARED END SECTION SIMILAR TO TYPE I.
2. DIMENSIONS A, B, C, E AND L MAY VARY 1"±.



PLAN OF DOWNSTREAM END



SECTION A-A

FRONT ELEVATION

SECTION B-B

GENERAL NOTES:

- FLARED END SECTIONS SHOULD BE REGARDED AS OBSTACLES UNDER THE BELOW CONDITIONS AND AS SUCH SHOULD BE LOCATED OUTSIDE OF THE CLEAR ZONE.
 - CROSS DRAINS WITH SINGLE ROUND PIPES OF DIAMETER GREATER THAN 36" OR EQUIVALENT FOR ARCH PIPES.
 - CROSS DRAINS WITH MULTIPLE ROUND PIPES OF DIAMETER GREATER THAN 30" OR EQUIVALENT FOR ARCH PIPES.
 - PARALLEL SIDE DRAINS WITH SINGLE ROUND PIPES OF DIAMETER GREATER THAN 24" OR EQUIVALENT FOR ARCH PIPES.
- UNLESS OTHERWISE DESIGNATED, EITHER TYPE I OR TYPE II MAY BE USED, PROVIDED THE SELECTED TYPE IS COMPATIBLE WITH THE CONFIGURATION OF THE PIPE TO WHICH IT SHALL BE ATTACHED.
- ALL SIZES OF TYPE I AND TYPE II FLARED END SECTIONS FOR CONCRETE ARCH PIPE MAY BE FURNISHED WITH EITHER BELL AND SPIGOT OR TONGUE AND GROOVE ENDS.
- REINFORCEMENT (SINGLE LINE) FOR FLARED END SECTION SHALL CONFORM TO REQUIREMENTS OF AASHTO M 206 FOR CLASS II ARCH PIPE.
- TOE WALL REQUIRED ON ALL FLARED END SECTIONS. TO BE PAID FOR AS CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURES.
- FLARED END SECTIONS MUST MEET THE REQUIREMENTS FOR ARCH PIPE OF EITHER AASHTO M 206 OR ASTM C 506.

NOTICE TO DRAWING HOLDER

NEEL-SCHAFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS			DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	
				N-S PROJECT NO.: 8667.018
				FILENAME: FE-1A.dwg
				SCALE:
				SURVEYED BY:
				DSGN: GPC DATE: 01/2020
				DRWN: GPC DATE: 01/2020
				CHKD: DATE:
				QA/QC: DATE:

C.E. ROY PATHWAY

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



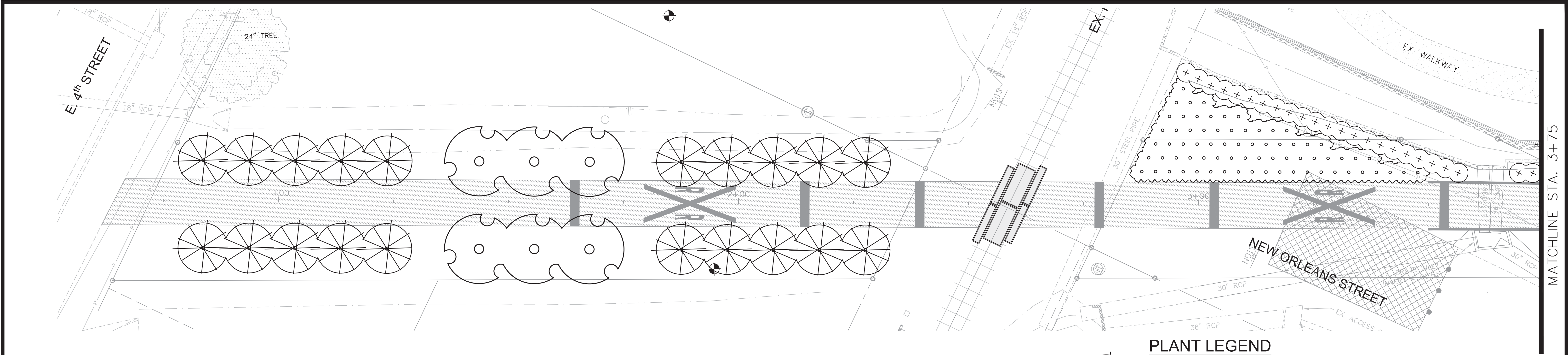
FLARED END SECTION FOR
CONCRETE PIPE

WORKING NUMBER:

FE-1A

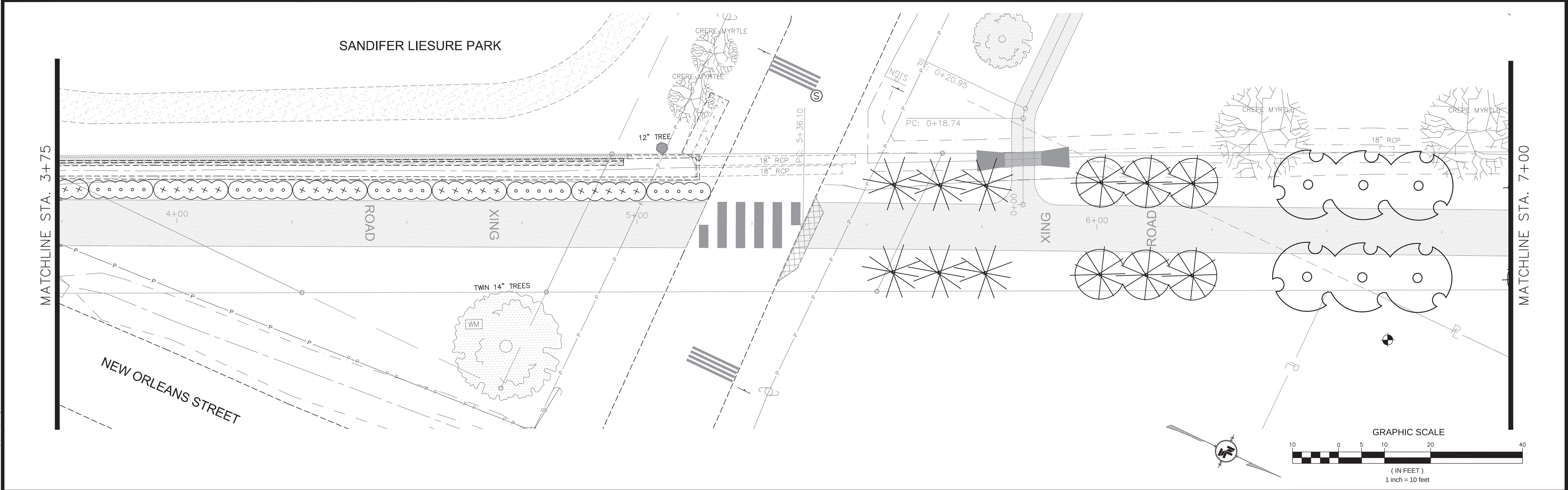
DRAWING NUMBER:

18



PLANT LEGEND

- GLOSSY ABELIA 'KALEIDOSCOPE' (3 GAL)
30" SPACING - 3' H / 4' W
- PURPLE DIAMOND LOROPETALUM (3 GAL)
36" SPACING - 4'H / 4'W
- PARSONS JUNIPER (1 GAL)
36" SPACING - 3' H / 5' W
- TEDDY BEAR MAGNOLIA (15 GAL)
10' SPACING - 18'H / 10' W
- NELLIE R. STEVENS HOLLY (15 GAL)
10' SPACING - 20'H / 12' W
- MUSKOGEE CRAPE MYRTLE (15 GAL)
12' SPACING - 20'H / 15' W



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		C.E. ROY PATHWAY CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY		LANDSCAPE PLAN STA. 0+50 TO 7+00 ADDITIVE ALTERNATE NO. 1	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8667.018			
					FILENAME: Landscape.dwg			
					SCALE: 1" = 10'			
					SURVEYED BY:			
					DSGN: GPC	DATE: 01/2020	WORKING NUMBER:	DRAWING NUMBER:
					DRWN: GPC	DATE: 01/2020	LS-1	19
					CHKD:	DATE:		
					QA/QC:	DATE:		

2/17/2020 2:52 PM c:\cort\projects\8667\18 - ce roy\landscape.dwg

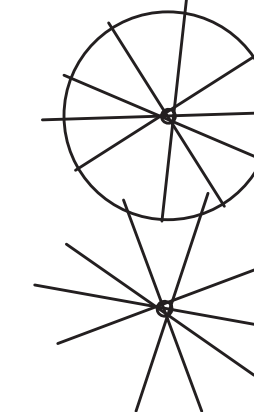
MATCHLINE STA. 7+00

PARKING LOT
C.E. ROY
COMMUNITY CENTER

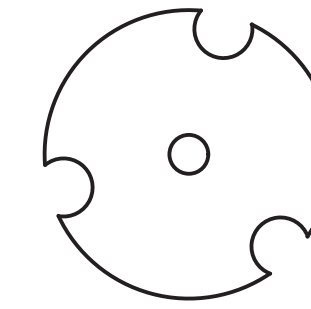
AFRICAN-AMERICAN
MILITARY HISTORY MUSEUM

PLANT LEGEND

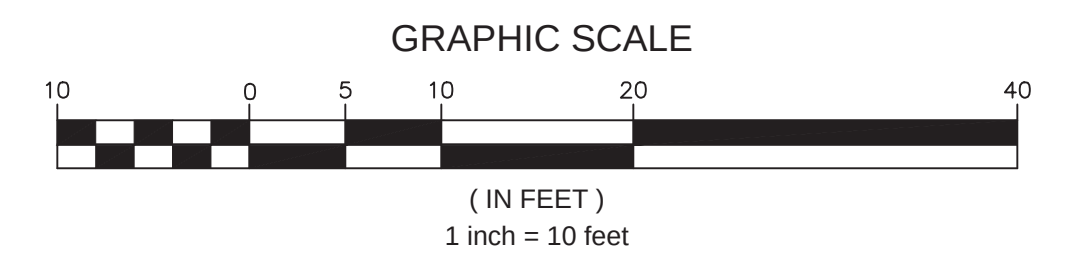
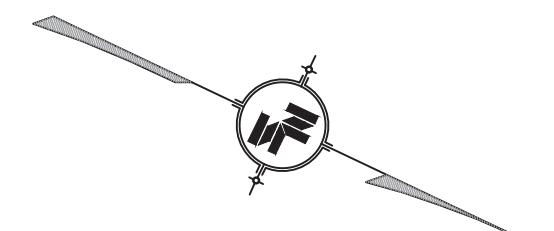
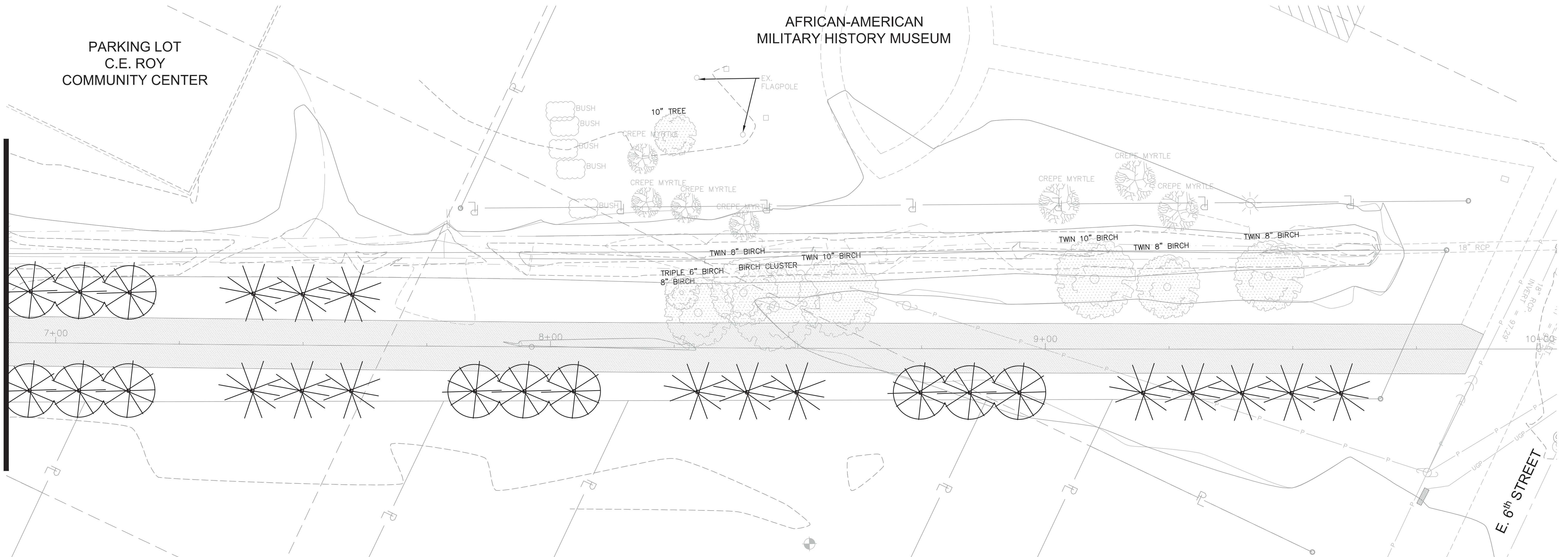
- GLOSSY ABELIA 'KALEIDOSCOPE' (3 GAL)
30" SPACING - 3' H / 4' W
- PURPLE DIAMOND LOROPETALUM (3 GAL)
36" SPACING - 4' H / 4' W
- PARSONS JUNIPER (1 GAL)
36" SPACING - 3' H / 5' W



- TEDDY BEAR MAGNOLIA (15 GAL)
10' SPACING - 18'H / 10' W
- NELLIE R. STEVENS HOLLY (15 GAL)
10' SPACING - 20'H / 12' W



- MUSKOGEE CREEP MYRTLE (15 GAL)
12' SPACING - 20'H / 15' W



NOTICE TO DRAWING HOLDER

NEEL-SCHAFER, 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	
NO.	DATE	BY	DESCRIPTION	
				N-S PROJECT NO.: 8667.018
				FILENAME: Landscape.dwg
				SCALE: 1" = 10'
				SURVEYED BY:
				DSGN: GPC DATE: 01/2020
				DRWN: GPC DATE: 01/2020
				CHKD: DATE:
				QA/QC: DATE:

C.E. ROY PATHWAY

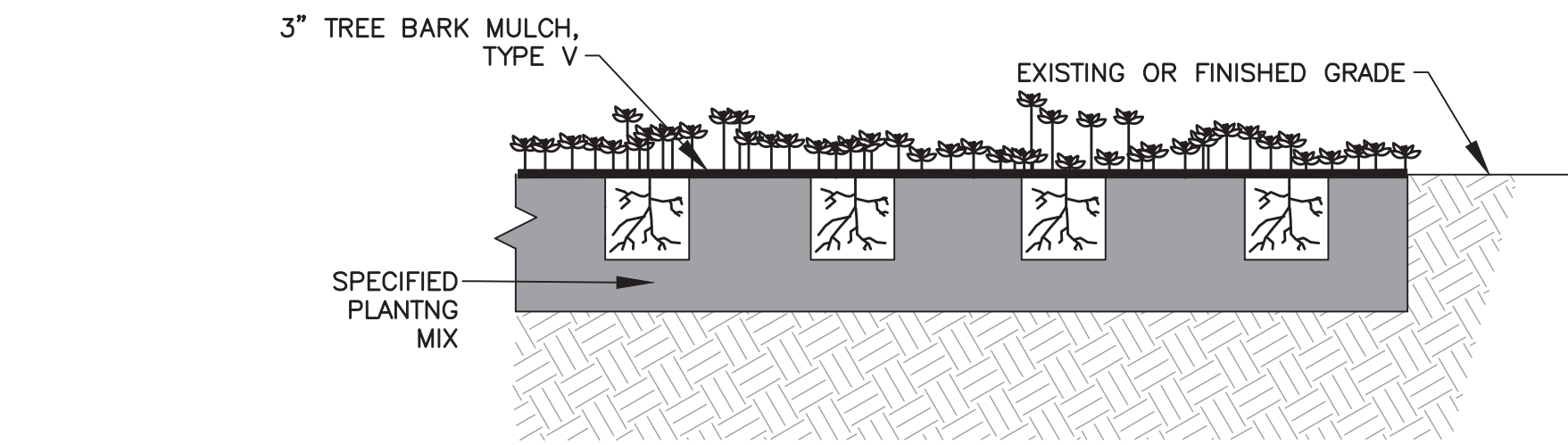
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



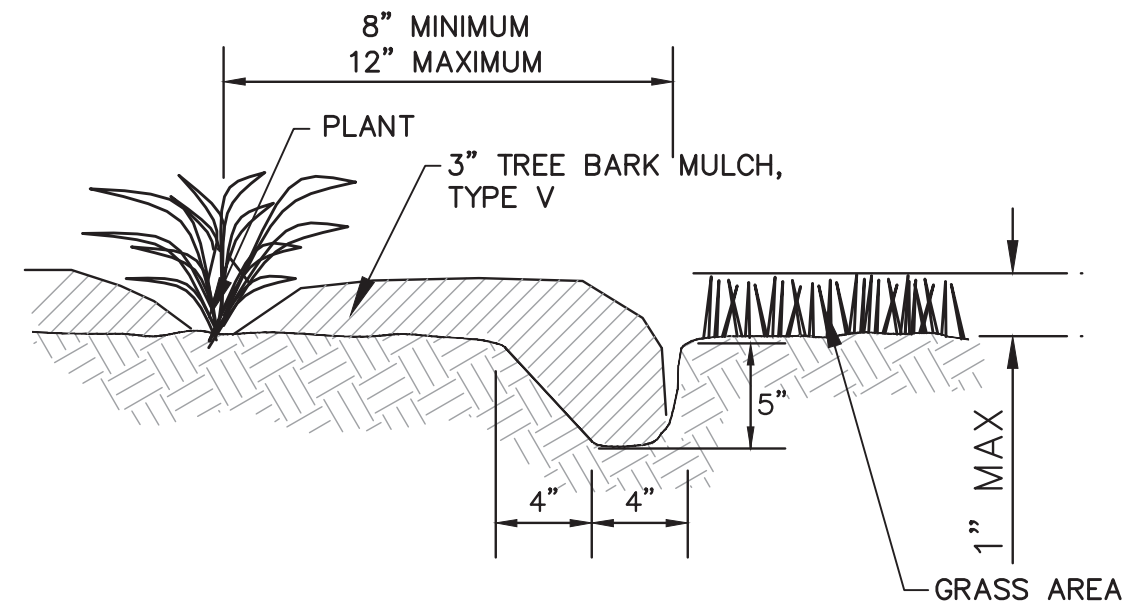
LANDSCAPE PLAN
STA. 7+00 TO 10+00
ADDITIVE ALTERNATE NO. 1

WORKING NUMBER:
LS-2

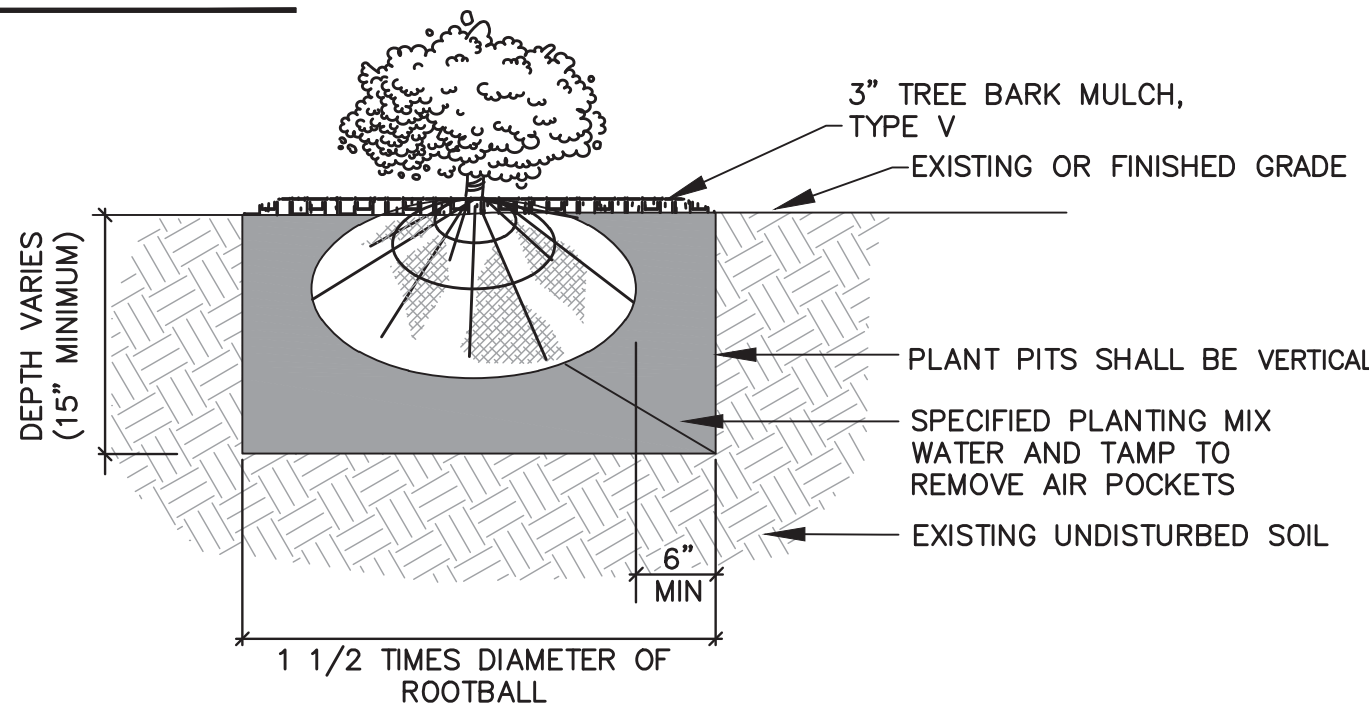
DRAWING NUMBER:
20



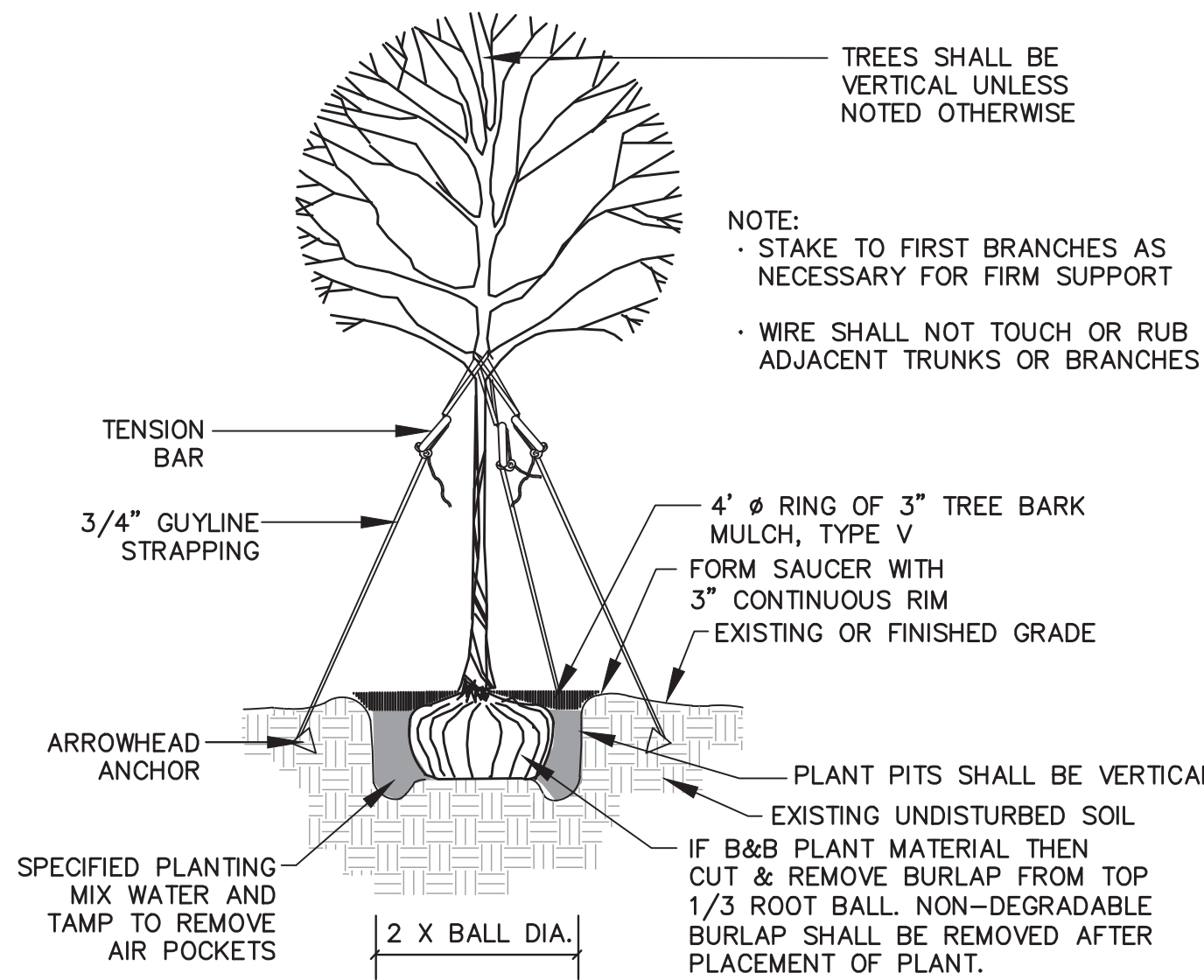
TYPICAL GROUNDCOVER PLANTING DETAIL
NOT TO SCALE



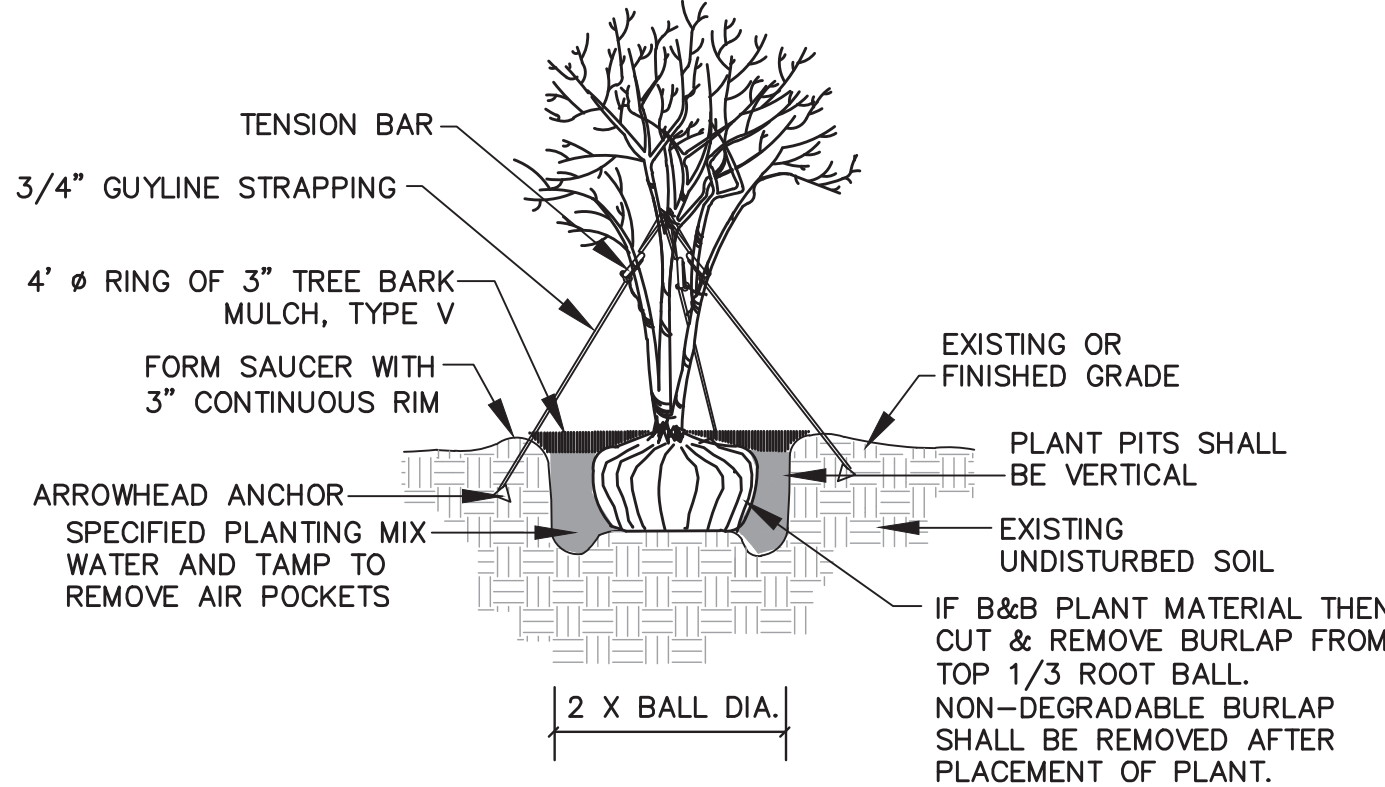
BED EDGING DETAIL
NOT TO SCALE



TYPICAL SHRUB PLANTING DETAIL
NOT TO SCALE



TYPICAL SINGLE-TRUNK TREE PLANTING DETAIL
NOT TO SCALE



TYPICAL MULTI-TRUNK TREE PLANTING DETAIL
NOT TO SCALE

LANDSCAPE QUANTITIES & VEGETATION SCHEDULE – ADD ALTERNATE #1

LANDSCAPE ITEMS		QTY	SIZE/UNIT	SEASONAL APPLICATIONS–DATES & RATES				REQUIREMENTS
				SPRING & SUMMER		FALL & WINTER		
PAY ITEM	ITEMS			RATES	DATES	RATES	DATES	
211–C	TOPSOIL FOR PLANT HOLES, CONTRACTOR FURNISHED	25	CU. YD.	PER CU.YD.	NOT APPLICABLE	PER CU.YD.	NOT APPLICABLE	3" IN BED PREP AREAS (17 CY) AND 0.1 CY MIXED INTO BACKFILL FOR TREES (7 CY); ANY SOIL BROUGHT TO SITE MUST BE CONSIDERED STERILE AND WEED SEED FREE
219–A	WATERING	50	KGAL	PER KGAL	NOT APPLICABLE	PER KGAL	NOT APPLICABLE	AS DETERMINED BY CONTRACTOR
230–A	SHRUB PLANTING, PARSONS JUNIPER, (1)GAL	75	1 GALLON	EACH	BY REQUEST ONLY	EACH	OCTOBER 1 – APRIL 30	FULL & HEALTHY PLANT; 36" OC SPACING; 'PARSONS' VARIETY REQD.
230–A	SHRUB PLANTING, LOROPETALUM 'PURPLE DIAMOND', (3)GAL	46	3 GALLON	EACH	BY REQUEST ONLY	EACH	OCTOBER 1 – APRIL 30	FULL & HEALTHY PLANT; 36" OC SPACING; 'PURPLE DIAMOND' VARIETY REQD.
230–A	SHRUB PLANTING, GLOSSY ABELIA 'KALEIDOSCOPE', (3)GAL	25	3 GALLON	EACH	BY REQUEST ONLY	EACH	OCTOBER 1 – APRIL 30	FULL & HEALTHY PLANT; 30" OC SPACING; 'KALEIDOSCOPE' VARIETY REQD.
230–B	TREE PLANTING, TEDDY BEAR MAGNOLIA, (15)GAL	38	15 GALLON	EACH	BY REQUEST ONLY	EACH	OCTOBER 1 – APRIL 30	FULL & HEALTHY PLANT; 10' SPACING; FULL CANOPY; 5' HEIGHT (MIN.) / 2' WIDTH (MIN.)
230–B	TREE PLANTING, NELLIE R STEVENS HOLLY, (15)GAL	20	15 GALLON	EACH	BY REQUEST ONLY	EACH	OCTOBER 1 – APRIL 30	FULL & HEALTHY PLANT; 10' SPACING; FULL CANOPY; 5' HEIGHT (MIN.) / 2' WIDTH (MIN.)
230–B	TREE PLANTING, CRAPE MYRTLE 'MUSKOGEE', (15)GAL	12	15 GALLON	EACH	BY REQUEST ONLY	EACH	OCTOBER 1 – APRIL 30	FULL & HEALTHY PLANT; 12' SPACING; MULTI–TRUNK; 'MUSKOGEE' VARIETY REQD; 6' HEIGHT (MIN.) / 3' WIDTH (MIN.)
230–D	BED PREPARATION	1,820	SQ. FT.	PER SQ. FT.	NOT APPLICABLE	PER SQ. FT.	NOT APPLICABLE	APPLIED TO AREAS SHOWN IN PLANS TO RECEIVE SHRUB PLANTING; ADD TREE BARK MULCH TYPE 3 AND ROTO–TILL INTO EXISTING SOIL TO A MINIMUM DEPTH OF 6";
232–A	FERTILIZER FOR WOODY PLANT MATERIAL, TABLET, 21 GRAM	0.5	K	SEE REQUIREMENTS	BY REQUEST ONLY	SEE REQUIREMENTS	OCTOBER 1 – APRIL 30	4 PER 15 GALLON (280); 1 PER 3/1 GALLON (150)
233–A	TREE BARK MULCH, TYPE III	20	CU. YD.	PER CU.YD.	NOT APPLICABLE	PER CU.YD.	NOT APPLICABLE	2" DEPTH PLACED AND ROTO–TILLED INTO BED PREP AREAS (12 CY) AND 0.1 CY MIXED INTO BACKFILL FOR TREES (7 CY)
233–A	TREE BARK MULCH, TYPE V	30	CU. YD.	PER CU.YD.	NOT APPLICABLE	PER CU.YD.	NOT APPLICABLE	3" DEPTH SURFACE APPLICATION INTO BED PREP AREAS (17 CY) AND TREE PLANTING (4' D RING EACH TREE) (10 CY)
907–258–PP	HERBICIDE TREATMENT, PER PLANS	1,820	SF	SEE REQUIREMENTS	BY REQUEST ONLY	SEE REQUIREMENTS	OCTOBER 1 – APRIL 30	AS DIRECTED; SEE WEED CONTROL NOTES BELOW
ABSORBED	SOIL TEST	1						REQUIRED TO BE SUBMITTED IN ADVANCE OF ALL LANDSCAPE CONSTRUCTION ITEMS; COST ABSORBED IN BED PREP PAY ITEM
ABSORBED	MOISTURE ABSORBANT CRYSTALS	290	OZ	SEE REQUIREMENTS	BY REQUEST ONLY	SEE REQUIREMENTS	OCTOBER 1 – APRIL 30	2 OZ PER 15 GALLON (140); 1 OZ PER 3/1 GALLON (150); COST ABSORBED IN INDIVIDUAL TREE AND SHRUB PAY ITEMS
ABSORBED	SELECTIVE, PRE–EMERGENCE HERBICIDE	10	LB	SEE REQUIREMENTS	BY REQUEST ONLY	SEE REQUIREMENTS	OCTOBER 1 – APRIL 30	2 GRAM PER SQUARE FEET OF BED PREPARATION AREA (3640); COST ABSORBED IN BED PREP PAY ITEM

ALL PLANT MATERIAL SHALL MEET THE MINIMUM STANDARDS FOR SPECIFIED CONTAINER SIZE AS DETERMINED BY THE AMERICAN STANDARD FOR NURSERY STOCK.

WEED CONTROL NOTES:

- CONTRACTOR TO PERFORM ON SITE WEED CONTROL ASSESSMENTS EVERY TWO WEEKS (AT A MINIMUM) DURING THE DURATION OF THE GROWTH AND COVERAGE PERIOD.
- CONTRACTOR TO SUBMIT FINDINGS OF WEED CONTROL ASSESSMENTS BACK TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL.
- IF ASSESSMENT FINDS THE PRESENCE OF UNWANTED WEEDS, CONTRACTOR TO FORMULATE AND SUBMIT SPRAY SCHEDULE TO LANDSCAPE ARCHITECT IN ACCORDANCE WITH SUGGESTED SPRAY SCHEDULE (SEE THIS SHEET)..
- CONTRACTOR IS RESPONSIBLE FOR RESEARCHING AND BEING FAMILIAR WITH HERBICIDE PRODUCTS AND POTENTIAL RISKS.
- LIQUIDATED DAMAGES WILL BE CHARGED UNLESS CONTRACT REQUIREMENTS ARE MET – REFERENCE SECTION 210 – ROADSIDE DEVELOPMENT
- FOR ADDITIONAL REQUIREMENTS SEE SECTION 230.03.14 WITH REGARDS TO PLANT ESTABLISHMENT

WEED CONTROL SCHEDULE (SUGGESTED SPRAY SCHEDULE):

INITIAL APPLICATION – PRE EMERGENT HERBICIDE REQ'D AT TIME OF PLANTING. (SURFLAND, BARRACADE, SNAPSHOT, OR APPROVED EQUAL) USE AS DIRECTED PER MANUFACTOERS RECOMMENDATIONS
DURATION OF CONTRACTOR GROWTH AND COVERAGE PERIOD – AS NEEDED SPRAYINGS (EVERY TWO WEEKS MIN.) OF POST EMERGENT HERBICIDE ARE REQUIRED DURING MAINTENANCE PERIOD IF DEEMED NECESSARY BY LANDSCAPE ARCHITECT, AFTER WEED CONTROL ASSESSMENT REVIEW
AS NEEDED SPRAY APPLICATIONS – (IMAGE, CERTAINTY, GOAL, OR APPROVED EQUAL) USE AS DIRECTED PER MANUFACTURERS RECOMMENDATIONS.

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	
NO.	DATE	BY	DESCRIPTION	N–S PROJECT NO.:	8667.018
				FILENAME:	Landscape.dwg
				SCALE:	1" = 10'
				SURVEYED BY:	
				DSGN:	GPC DATE: 01/2020
				DRWN:	GPC DATE: 01/2020
				CHKD:	DATE:
				QA/QC:	DATE:

C.E. ROY PATHWAY

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



LANDSCAPE DETAILS
ADDITIVE ALTERNATE NO. 1

WORKING NUMBER:
LS-3

DRAWING NUMBER:
21



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Chris McGee, Director of Parks and Recreation
cc:
Date: Tuesday, June 2, 2020
Re: Approve the sale of grave spaces per attached, Memo's, Receipts, and Deeds.

File Number: 2020-339
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. 2020-339, Approve the sale of grave spaces.

Please place this on the June 2, 2020 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: May 13, 2020

The following represents the grave spaces sold on May 13, 2020.

Joey Donta Marqueze McWilliams

(1) Space \$ 175.00

South Half (S ½) of the Northwest (NW ¼)

Lot 62, Section 37, Highland Cemetery

Joyce Hill

(1) Space \$ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 1, Section 34, Highland Cemetery

Veola Rhodes

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 10, Section 34, Highland Cemetery

Dawn Delk

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 96, Section 38, Highland Cemetery

Dawn Delk

(2) Spaces \$ 350.00

Southwest Quarter (SW ¼)

Lot 96, Section 38, Highland Cemetery

Leighton Hill

(1) Space \$ 150.00

East Half (E ½) of the Northwest Quarter (NW ¼)

Lot 33, Section 1, South Hill Cemetery

Earnest Ray Perkins

(1) Space \$ 150.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 83, Section 2, South Hill Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: May 19, 2020

The following represents the grave spaces sold on May 19, 2020.

Jimmy Brannon

(2) Spaces \$ 350.00

Southeast Quarter (SE ¼)

Lot 96, Section 38, Highland Cemetery

Annie B. Hall Crowther

(1) Space \$ 150.00

East Half (E½) of the Southeast Quarter (SE ¼)

Lot 59, Section 1, South Hill Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 5-6- 2020

SOLD TO:

Mr. Mrs. Miss

Joey Donta Margucze M^{rs} Williams

ADDRESS

410 S. 17th AVE Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 62 Section No. 37 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

credit
card

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 5-7- 2020

SOLD TO:

Mr. Mrs. Miss Leigha Hill

ADDRESS 1258 Richburg Rd. Hattiesburg, ms 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

E $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 33 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.⁰⁰

Price Received \$ 150.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 5-11- 2020

SOLD TO:

Mr. Mrs. Miss Earnest Ray Perkins

ADDRESS 102 Corey Court Apt. 1 Hattiesburg, ms 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 83 Section No. 2 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.⁰⁰

Price Received \$ 150.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

Cash

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 5-6- 2020

SOLD TO:

Mr. Mrs. Miss Veola Rhodes

ADDRESS 1207 West Pine Street Hattiesburg ms 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 10 Section No. 34 in Huntwood 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

OK # 5365

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 5-6- 2020

SOLD TO:

Mr. Mrs. Miss Joyce Hill

ADDRESS 1207 West Pine Street Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 1 Section No. 341 in Hughand 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# 5365 Placed by: Alameda

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 5-7- 2020

SOLD TO:

Mr. Mrs. Miss Dawn Deik

ADDRESS 1258 Richburg Rd. Hattiesburg MS 39403

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 96 Section No. 35 in Hughand 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# 4316

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 5-7- 2020

SOLD TO:

Mr. Mrs. Miss Dawn Deik

ADDRESS 1258 Richburg Rd Hattiesburg MS 39403

desires to purchase the grave space described below, subject to Cemetery regulations.

SW $\frac{1}{4}$ Lot No. 96 Section No. 35 in Hughand Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CK# 4316

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., MAY 15 2020

SOLD TO:

Mr. Mrs. Miss Jenny GRAYSON

ADDRESS 155 WEST BRIDGE RD, SALT LICK MO 65866

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SE 1/4 Lot No. 96 Section No. 38 in HIGHLAND Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By Andy Baker
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 05/15/ 2020

SOLD TO:

Mr. Mrs. Miss Annie B. Hall Crowther

ADDRESS 1258 Rickburg Rd Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 SE 1/4 Lot No. 59 Section No. 1 in SOUTH HILL Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Baurin
Supt. of City Cemeteries

CHK# 4347

(Forrest)

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 Joey Donta Marqueze McWilliams, 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 62 Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of June, 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 2nd day of June 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 Joyce Hill, 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 1 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 2nd day of June, 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 2nd day of June 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 Veola Rhodes, 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 10 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 2nd day of June, 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 2nd day of June 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 Dawn Delk, 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 96 Section 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of June, 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 2nd day of June 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, Dawn Delk, 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 (SW¹/₄)

Lot Number 96 Section Number 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day June, 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 2nd day of June, 2020

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Leighton Hill, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½) of the Northwest Quarter (NW¼)

Lot Number: 33 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of June, 2020.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of June, 2020.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Earnest Ray Perkins, 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 Number: 83 Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of June, 2020.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of June, 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, Jimmy Brannon, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¼)

Lot Number 96 Section Number 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day June, 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 2nd day of June, 2020

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Annie B. Hall Crowther, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½) of the Southeast Quarter (SE¼)

Lot Number: 59 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of June, 2020.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of June, 2020.

My Commission Expires:

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, June 2, 2020

Re: Approve claims docket for the period ending May 31, 2020.
File Number: 2020-343
Minute Book #

Summary

Recommendation Statement

Please place this on the June 2, 2020 City Council meeting for consideration.

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING MAY 31, 2020

Date - 05/27/20

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 AAMCO TRANSMISSION (MAYF	I110881	00194917	19005082	REPRS U#18202 POLICE	05/31/20	277104	3,866.35-

AAMCO TRANSMISSION (MAYF Sum							3,866.35-
00001 AAMCO TRANSMISSION (PINE	I142703	00199326	19005172	A/C REPR U#17315 POLICE	05/31/20	277105	777.80-

AAMCO TRANSMISSION (PINE Sum							777.80-
00001 AB SUPPORT SERVICES	010084	TRAFF	00198945	19005050 JANIT SERV 5/10 TRAFF/CONSTR	05/31/20	277106	325.00-
00001 AB SUPPORT SERVICES	010084	ENGR	00198945	19005051 JANIT SERV 5/20 ENGR DEPT	05/31/20	277106	425.00-

AB SUPPORT SERVICES Sum							750.00-
00001 ADVANCE AUTO PARTS	560401287078	00198971	19005100	ENGINE U#19702 POLICE	05/31/20	277108	4,203.74-

ADVANCE AUTO PARTS Sum							4,203.74-
00001 AFFORDABLE EMERGENCY LIG	1383	00198950	19005127	EQUIP REPRS U#18203 POLICE	05/31/20	277109	255.00-

AFFORDABLE EMERGENCY LIG Sum							255.00-
00001 AIRGAS USA LLC (NORDAN S	9970374875	00199272	19005052	CYLINDER RENT 4/20 P/W SHOP	05/31/20	277110	324.95-
00001 AIRGAS USA LLC (NORDAN S	9970374876	00199272	19005053	CYLINDER RENT 4/20 CONSTR	05/31/20	277110	133.73-

AIRGAS USA LLC (NORDAN S Sum							458.68-
00001 ALLBRITTON CHAIN SAW & L	71313	00199010	19005142	LAWNMOWER REPR PTS HEALTH DIV	05/31/20	277112	192.60-

ALLBRITTON CHAIN SAW & L Sum							192.60-
00001 ANOINTED HANDS SERVICES, 6551		00199327	19005079	JANIT SERV 5/20 EMP CLINIC	05/31/20	277115	280.00-

ANOINTED HANDS SERVICES, Sum							280.00-
00001 ARNOLD LINE WATER ASSN I	2145 5/19/20	00020209	19005182	SRV 4/16-5/18 #8 FIRE STATION	05/31/20	277118	47.00-

ARNOLD LINE WATER ASSN I Sum							47.00-
00001 ASSN OF STATE FLOODPLAIN	36794 MITCHE	00199378	19005121	CFM RENEWAL FEES MITCHELL	05/31/20	277119	80.00-

ASSN OF STATE FLOODPLAIN Sum							80.00-

00001 AT&T	601545491010	02020575	19005055	SERV 5/8-6/7/2020 DISPATCH	05/31/20	277120	176.40-
00001 AT&T	601M26940440	00020208	19005056	SERV 5/8-6/7/2020 POLICE	05/31/20	277121	76.00-
00001 AT&T	601M26684200	00199323	19005077	INTERACT SUPPORT INFO TECH	05/31/20	277122	6,790.00-
00001 AT&T	601M26491400	00199323	19005078	INTERACT SUPPORT INFO TECH	05/31/20	277123	47.00-
00001 AT&T	056314932900	02020585	19005133	L/DIST SERV 4/15-5/15 DISPATCH	05/31/20	277124	43.34-

AT&T							
Sum							7,132.74-
00001 AUTO ARMATURE SERVICE IN 20987		00199228	19005010	BATTERY U#21130 POLICE	05/31/20	277125	185.95-
00001 AUTO ARMATURE SERVICE IN 21064		00199356	19005096	BATTERY U#20463 POLICE	05/31/20	277125	179.95-
00001 AUTO ARMATURE SERVICE IN 20899		00198958	19005129	BATTERY U#21252 PUBLIC WORKS	05/31/20	277125	157.95-

AUTO ARMATURE SERVICE IN							
Sum							523.85-
00001 AUTOMOTIVE GLASS SPECIAL I236607		00199234	19005137	WINDOW REPR U#19817 POLICE	05/31/20	277126	463.97-

AUTOMOTIVE GLASS SPECIAL							
Sum							463.97-
00001 BATTERIES PLUS BULBS #63 P26871080		00199260	19005068	STREAMLIGHT BATTERIES POLICE	05/31/20	277128	125.65-

BATTERIES PLUS BULBS #63							
Sum							125.65-
00001 BIG IRON DIESEL REPAIR L EO4043		00198428	19005070	REPRS U#14406 SANIT	05/31/20	277129	1,609.26-
00001 BIG IRON DIESEL REPAIR L RO4061		00198428	19005071	REPRS U#14405 SANIT	05/31/20	277129	3,179.56-

BIG IRON DIESEL REPAIR L							
Sum							4,788.82-
00001 BRACKMAN MOWER WAREHOUSE 53496		00198743	19005086	LAWNMOWER TIRES PUBLIC WORKS	05/31/20	277133	490.00-

BRACKMAN MOWER WAREHOUSE							
Sum							490.00-
00001 C SPIRE BUSINESS (FORMER HM275847		00199279	19005047	TELECONF SRV 5/20 MUN COURT	05/31/20	277139	28.95-

C SPIRE BUSINESS (FORMER							
Sum							28.95-
00001 CANON FINANCIAL SERVICES 21462651		00199335	19005075	COPIER 5/2020 PURCHASING	05/31/20	277141	158.27-

CANON FINANCIAL SERVICES							
Sum							158.27-
00001 CARQUEST AUTO PARTS STOR 14758-141234		00199158	19005024	HAND TOOLS P/W SHOP	05/31/20	277142	228.99-
00001 CARQUEST AUTO PARTS STOR 14758-141302		00199205	19005026	REPR PTS/SUPP CEMETERY SHOP	05/31/20	277142	188.03-
00001 CARQUEST AUTO PARTS STOR 14758-141833		00199424	19005191	CAR WASH SUPP POLICE SHOP	05/31/20	277142	79.95-
00001 CARQUEST AUTO PARTS STOR 14758-141712		00199389	19005200	ANTIFREEZE VARI SANIT UNITS	05/31/20	277142	370.26-

CARQUEST AUTO PARTS STOR							
Sum							867.23-
00001 CERTIFIED LABORATORIES 3963640		00199328	19005126	MOTOR OIL POLICE SERVICE CNTR	05/31/20	277143	1,207.25-

CERTIFIED LABORATORIES							
Sum							1,207.25-

00001	CHEM-AQUA	3920581	00199365	19005119	WTR TRTMT PROGRAM 4/15-25/20	05/31/20	277144	583.33-

CHEM-AQUA								
Sum								583.33-
00001	CINTAS CORPORATION #J66	4050690994	00199298	19005057	UNIFORMS 5/18 TRAFFIC	05/31/20	277148	27.05-
00001	CINTAS CORPORATION #J66	4050690744	00199298	19005058	MOP/MAT 5/18 TRAFFIC	05/31/20	277148	6.36-
00001	CINTAS CORPORATION #J66	4050690923	00199290	19005059	UNIFORMS 5/18 PUBLIC WORKS	05/31/20	277148	27.75-
00001	CINTAS CORPORATION #J66	4050690816	00199290	19005060	UNIFORMS 5/18 PUBLIC WORKS	05/31/20	277148	76.69-
00001	CINTAS CORPORATION #J66	4050690886	00199290	19005061	UNIFORMS 5/18 PUBLIC WORKS	05/31/20	277148	87.02-
00001	CINTAS CORPORATION #J66	4050691047	00199290	19005062	UNIFORMS 5/18 PUBLIC WORKS	05/31/20	277148	93.49-
00001	CINTAS CORPORATION #J66	4050691072	00199290	19005063	MOP/MAT 5/18 GO&FS	05/31/20	277148	23.22-
00001	CINTAS CORPORATION #J66	4050691046	00199290	19005064	MOP/MAT 5/18 GO&FS	05/31/20	277148	61.62-
00001	CINTAS CORPORATION #J66	4050691081	00199305	19005065	UNIFORMS 5/18 SANIT	05/31/20	277148	160.41-
00001	CINTAS CORPORATION #J66	4051332090	00199437	19005173	MOP/MAT 5/26 TRAFFIC	05/31/20	277148	6.36-
00001	CINTAS CORPORATION #J66	4050690910	00199422	19005174	UNIFORMS 5/18 P/W SHOP	05/31/20	277148	30.87-
00001	CINTAS CORPORATION #J66	4051332372	00199422	19005175	UNIFORMS 5/26 P/W SHOP	05/31/20	277148	30.87-
00001	CINTAS CORPORATION #J66	4050690917	00199422	19005176	UNIFORMS 5/18 CONSTR	05/31/20	277148	264.52-
00001	CINTAS CORPORATION #J66	4051332208	00199422	19005177	UNIFORMS 5/26 CONSTR	05/31/20	277148	56.98-
00001	CINTAS CORPORATION #J66	4049513477	00199476	19005208	UNIFORMS 5/04 CEM/FORESTRY	05/31/20	277148	71.40-
00001	CINTAS CORPORATION #J66	4050064673	00199476	19005209	UNIFORMS 5/11 CEM/FORESTRY	05/31/20	277148	71.40-
00001	CINTAS CORPORATION #J66	4050692864	00199476	19005210	UNIFORMS 5/18 CEM/FORESTRY	05/31/20	277148	71.40-
00001	CINTAS CORPORATION #J66	4051334508	00199476	19005211	UNIFORMS 5/26 CEM/FORESTRY	05/31/20	277148	71.40-
00001	CINTAS CORPORATION #J66	4049513396	00199476	19005212	MOP/MAT 5/04 CEM/FORESTRY	05/31/20	277148	15.98-
00001	CINTAS CORPORATION #J66	4050064693	00199476	19005213	MOP/MAT 5/11 CEM/FORESTRY	05/31/20	277148	15.98-
00001	CINTAS CORPORATION #J66	4050692737	00199476	19005214	MOP/MAT 5/18 CEM/FORESTRY	05/31/20	277148	15.98-
00001	CINTAS CORPORATION #J66	4051334445	00199476	19005215	MOP/MAT 5/26 CEM/FORESTRY	05/31/20	277148	15.98-

CINTAS CORPORATION #J66								
Sum								1,302.73-
00001	CITY OF HATTIESBURG FUND	TRF 2ND PAYR	02020578	19005073	TRF 2ND PAYROLL 5/20	05/19/20	10050	1,092,819.42-

CITY OF HATTIESBURG FUND								
Sum								1,092,819.42-
00001	CITY OF HATTIESBURG FUND	TRF 4/20	02020572	19005044	TRF 4/20 1% RESTAURANT TAX	05/18/20	10047	158,986.39-
00001	CITY OF HATTIESBURG FUND	TRF 4/20	02020570	19005045	TRF 4/20 1% HOTEL TAX	05/18/20	10048	17,577.11-

CITY OF HATTIESBURG FUND								
Sum								176,563.50-
00001	COMCAST	839641073089	00199485	19005186	CABLE 3/15-4/14 CITY HALL	05/31/20	277156	308.27-
00001	COMCAST	839641073089	00199485	19005187	CABLE 4/15-5/14 CITY HALL	05/31/20	277156	308.27-
00001	COMCAST	839641073089	00199485	19005188	CABLE 5/15-6/14 CITY HALL	05/31/20	277156	308.27-
00001	COMCAST	839641073089	00199485	19005189	CABLE 2/15-3/14 CITY HALL	05/31/20	277156	308.62-

COMCAST								
Sum								1,233.43-
00001	COMCAST CABLEVISION OF H	839641073089	00199423	19005168	CABLE 5/20-6/19 PUBLIC WORKS	05/31/20	277157	73.20-

COMCAST CABLEVISION OF H								
Sum								73.20-

00001 COX, JAMES K JR	12423LAN	00199282 19005049 LAND APPRAISAL N MAIN ST	05/31/20	277159	500.00-

COX, JAMES K JR					
Sum					500.00-
00001 CRAIN TRACTOR & EQUIPMEN CP79192		00199318 19005197 REPR PTS U#16723 PUBLIC WORKS	05/31/20	277160	715.63-

CRAIN TRACTOR & EQUIPMEN					
Sum					715.63-
00001 DEVINEY CONSTRUCTION CO 6546		00196074 19005178 PIPE CAMP ST CYCLE TRACK	05/31/20	277164	4,980.00-

DEVINEY CONSTRUCTION CO					
Sum					4,980.00-
00001 DOCUMENT STORAGE SOLUTIO 34834		00199440 19005166 MICROFICHE MACH SERV CONTRACT	05/31/20	277165	1,000.00-

DOCUMENT STORAGE SOLUTIO					
Sum					1,000.00-
00001 EAGLE TIRE AND SERVICE E-006943		00198715 19005151 TIRE U#18557 FIRE DEPT	05/31/20	277167	184.21-

EAGLE TIRE AND SERVICE					
Sum					184.21-
00001 EARL DUDLEY, INC 365094		00197034 19005023 EQUIPMENT REPR ENGR DEPT	05/31/20	277168	687.44-

EARL DUDLEY, INC					
Sum					687.44-
00001 EATON, ALVIN K (PETTY CA PETTY CASH 4		00199261 19005031 PETTY CASH 4/2020 VARI DEPTS	05/31/20	277171	217.51-

EATON, ALVIN K (PETTY CA					
Sum					217.51-
00001 EDWARDS PROPERTY MGMT LL FILE #2020-1	02020587	19005181 DL RENEWAL STATION LEASE PYMT	05/31/20	277173	1,100.00-

EDWARDS PROPERTY MGMT LL					
Sum					1,100.00-
00001 EMERGENCY EQUIPMENT PROF 449739		00197353 19005138 HELMET FRONTS FIRE	05/31/20	277175	1,056.00-

EMERGENCY EQUIPMENT PROF					
Sum					1,056.00-
00001 EMPIRE TRUCK SALES (H'BU CE006165243:		00199235 19005090 RADIATOR U#20072 SANIT	05/31/20	277176	1,368.38-
00001 EMPIRE TRUCK SALES (H'BU RE006031811:		00196549 19005122 REPRS U#20090 SANIT	05/31/20	277176	123.20-
00001 EMPIRE TRUCK SALES (H'BU CE006161856:		00196821 19005123 REPR PTS U#20074 SANIT	05/31/20	277176	641.33-
00001 EMPIRE TRUCK SALES (H'BU CE006165693:		00199363 19005201 RADIATOR REPR U#19887 SANIT	05/31/20	277176	1,237.39-
00001 EMPIRE TRUCK SALES (H'BU CE006165579:		00199399 19005202 REPR PTS U#15893 SANIT	05/31/20	277176	104.88-

EMPIRE TRUCK SALES (H'BU					
Sum					3,475.18-
00001 EXELL WATER AND COFFEE, 025231		00199271 19005032 COFFEE SERV M/ADM	05/31/20	277178	67.01-

EXELL WATER AND COFFEE,					
Sum					67.01-
00001 FERRARA FIRE APPARATUS I INV00000W028		00198913 19005069 REPR GAUGES U#15491 FIRE	05/31/20	277182	642.65-

FERRARA FIRE APPARATUS I					
Sum					642.65-

00001 FORREST GENERAL HOSPITAL CHART #331 E 00199496 19005216 EAP CHARGE 5/2020	05/31/20	277183	1,785.00-

FORREST GENERAL HOSPITAL			
Sum			1,785.00-
00001 GILLILANDS ELECTRONICS S 71597 00199246 19005025 PHONE SYS REPR SANIT STORM	05/31/20	277188	380.99-

GILLILANDS ELECTRONICS S			
Sum			380.99-
00001 GROVER BROS RESTAURANT & 220000019568 00199180 19005136 NEW ICE MAKER 2ND FLR C HALL	05/31/20	277191	3,550.00-

GROVER BROS RESTAURANT &			
Sum			3,550.00-
00001 GULF GUARANTY EMPLOYEE B 200526092612 00199420 19005167 INMATE MED BILLING 4/24-5/25	05/31/20	277192	4,342.22-

GULF GUARANTY EMPLOYEE B			
Sum			4,342.22-
00001 HANCOCK BANK TRUST & FIN 5/22/20 02020584 19005125 MDB 2001 BONDS 5/20 PYMT	05/22/20	10051	1,978.24-

HANCOCK BANK TRUST & FIN			
Sum			1,978.24-
00001 HATTIESBURG HYDRAULICS I 83663 00198996 19005088 REPR PTS U#6342 CONSTR	05/31/20	277196	23.68-
00001 HATTIESBURG HYDRAULICS I 83817 00199229 19005093 REPR PTS U#16010 CEMETERY	05/31/20	277196	48.75-
00001 HATTIESBURG HYDRAULICS I 83930 00199364 19005140 REPR PTS U#20091 SANIT	05/31/20	277196	220.75-
00001 HATTIESBURG HYDRAULICS I 83929 00199372 19005141 REPR PTS U#20091 SANIT	05/31/20	277196	202.29-

HATTIESBURG HYDRAULICS I			
Sum			495.47-
00001 HOLLAND VETERINARY HOSPI ACCT#85 3423 00199242 19005013 SERVS RIEK POLICE K-9	05/31/20	277198	1,587.65-

HOLLAND VETERINARY HOSPI			
Sum			1,587.65-
00001 HUGHES SUPPLY S158617400.0 00199052 19005067 REPR PTS FOR P/F ACADEMY	05/31/20	277199	138.15-
00001 HUGHES SUPPLY S158541876.0 00198940 19005085 A/C COMPRESSORS P/F ACADEMY	05/31/20	277199	4,998.13-

HUGHES SUPPLY			
Sum			5,136.28-
00001 INDOFF INC 3345436 00196744 19005130 OFFICE SUPP SANIT DEPT	05/31/20	277200	19.17-

INDOFF INC			
Sum			19.17-
00001 INTAPOL INDUSTRIES, INC 23162 00193278 19005006 UNIFORM BOOTS TRAFF OFFICERS	05/31/20	277201	328.99-
00001 INTAPOL INDUSTRIES, INC 23332 00193278 19005007 UNIFORM BOOTS TRAFF OFFICERS	05/31/20	277201	909.97-

INTAPOL INDUSTRIES, INC			
Sum			1,238.96-
00001 INTERFACE SECURITY SYSTE 19722887 00199408 19005170 SECURITY 6/20 YTH ART MUSEUM	05/31/20	277202	46.99-
00001 INTERFACE SECURITY SYSTE 19719603 00199477 19005206 SECURITY 6/20 SOUTH HILL CEM	05/31/20	277202	31.15-
00001 INTERFACE SECURITY SYSTE 19714166 00199477 19005207 SECURITY 6/20 HIGHLAND CEM	05/31/20	277202	34.34-

INTERFACE SECURITY SYSTE			
Sum			112.48-

00001 J.D. POWER	ORD32373	00199219 19005003 NADA USED CAR GUIDE RISK MGMT	05/31/20	277204	160.00-

J.D. POWER					
Sum					160.00-
00001 JOHNNY'S WRECKER SERVICE 39737		00199249 19005020 TOWING U#20067 PUBLIC WORKS	05/31/20	277206	250.00-

JOHNNY'S WRECKER SERVICE					
Sum					250.00-
00001 KEEP AMERICA BEAUTIFUL I INV-00330		00199309 19005089 ANNUAL MBRSHF FEE 2020	05/31/20	277209	285.00-

KEEP AMERICA BEAUTIFUL I					
Sum					285.00-
00001 KEITHCO PETROLEUM 767538		00199253 19005027 DIESEL P/W FUEL STATION	05/31/20	277210	5,515.63-

KEITHCO PETROLEUM					
Sum					5,515.63-
00001 KONE INC (MONTGOMERY KON 1157961382		00199257 19005029 ELEVATOR REPR MUN COURT BLDG	05/31/20	277212	2,525.63-
00001 KONE INC (MONTGOMERY KON 915129678		00197918 19005180 SRVS PUB SAFETY CMLPX ELEVATOR	05/31/20	277212	35,100.00-

KONE INC (MONTGOMERY KON					
Sum					37,625.63-
00001 LAMAR AUTO SALVAGE INC PO#199247 5/		00199247 19005204 REPR PTS U#14715 HEALTH	05/31/20	277215	400.00-

LAMAR AUTO SALVAGE INC					
Sum					400.00-
00001 LARRY'S WRECKER SERVICE 7580		00199329 19005083 TOWING U#18326 POLICE	05/31/20	277218	55.00-

LARRY'S WRECKER SERVICE					
Sum					55.00-
00001 LINEBARGER GOGGAN BLAIR 5/15/2020		02020590 19005184 POLICE FINES COLL.FEE	05/31/20	277220	128.73-

LINEBARGER GOGGAN BLAIR					
Sum					128.73-
00001 LOCAL IMPACT ANALYTICS 051820204		00198690 19005099 BUILD 2020 GRANT NARRATIVE	05/31/20	277221	5,000.00-

LOCAL IMPACT ANALYTICS					
Sum					5,000.00-
00001 MAPLES GAS COMPANY 176025		00199105 19005028 GAS/DIESEL P/W FUEL STATION	05/31/20	277227	9,699.18-

MAPLES GAS COMPANY					
Sum					9,699.18-
00001 MCCi LLC SCA000086		00199258 19005030 SCANNED IMAGES 3/2020 COURT	05/31/20	277228	1,622.04-

MCCi LLC					
Sum					1,622.04-
00001 MCELHANEY PLUMBING INC 284300		00199241 19005039 PAPER STICKS PUBLIC WORKS	05/31/20	277229	169.50-
00001 MCELHANEY PLUMBING INC 284336		00199392 19005203 NOZZLES/HOSES WASH STATIONS	05/31/20	277229	163.80-

MCELHANEY PLUMBING INC					
Sum					333.30-

00001 MCFARLAND, AMY (REFUNDS) DAMAGE DEP R 02020581 19005102 DAMAGE DEPOSIT REFUND	05/31/20	277230	600.00-

MCFARLAND, AMY (REFUNDS)			
Sum			600.00-
00001 MEDICAL ANALYSIS-GHV 10505 00199310 19005080 EMP CLINIC FEES	05/31/20	277233	31,876.00-

MEDICAL ANALYSIS-GHV			
Sum			31,876.00-
00001 MID SOUTH GLASS INC 0047215 00199086 19005038 PLEXIGLASS LAND CODE COVID-19	05/31/20	277234	91.00-

MID SOUTH GLASS INC			
Sum			91.00-
00001 MID SOUTH UNIFORM & SUPP 604608 00198530 19005008 SHIRTS/SERV BARS RECRUITS #37	05/31/20	277235	1,567.16-
00001 MID SOUTH UNIFORM & SUPP 604951 00196210 19005066 UNIFORMS POLICE STOCK	05/31/20	277235	2,003.25-

MID SOUTH UNIFORM & SUPP			
Sum			3,570.41-
00001 MILLS & SCANLON, P.A. 05/08/20 00199123 19005046 LEGAL SERVICES-ANNEXATION ETC	05/19/20	10049	37,092.92-

MILLS & SCANLON, P.A.			
Sum			37,092.92-
00001 MOLLY MAID SERV 5/20 HI 00199102 19005054 JANIT SERV 5/20 HILND CMTERY	05/31/20	277239	245.00-

MOLLY MAID			
Sum			245.00-
00001 MOMAR INC PSI344085 00199121 19005149 SANITATION SUPP P/F ACADEMY	05/31/20	277240	519.05-

MOMAR INC			
Sum			519.05-
00001 MORRIS AND MCDANIEL, INC 20.547 00199471 19005195 HFD PROMOTION TEST	05/31/20	277243	10,000.00-

MORRIS AND MCDANIEL, INC			
Sum			10,000.00-
00001 MS POWER COMPANY 5/20 GENERAL 00202016 19005183 MNTHLY ELEC-GENERAL	05/31/20	277244	118,568.51-

MS POWER COMPANY			
Sum			118,568.51-
00001 MULTITECH OFFICE MACHINE 20050159 00199009 19005042 TONER SUPP ENGR DEPT	05/31/20	277246	69.95-
00001 MULTITECH OFFICE MACHINE 20050240 00199217 19005098 PRINTER TONER IT STOCK	05/31/20	277246	4,961.15-

MULTITECH OFFICE MACHINE			
Sum			5,031.10-
00001 NEEL-SCHAFFER INC 1065289 00199454 19005169 SRVS 4/20 MS4 PROGRAM MGMT	05/31/20	277248	4,583.33-

NEEL-SCHAFFER INC			
Sum			4,583.33-
00001 NEWELL PAPER COMPANY 4083003 00199283 19005150 DISINFECTANTS ACDMY COVID-19	05/31/20	277249	80.49-

NEWELL PAPER COMPANY			
Sum			80.49-

00001 OFFICE DEPOT INC	489244853001	00197581	19005076	SCANNER CABLE INFO TECH	05/31/20	277250	15.19-
00001 OFFICE DEPOT INC	493880711001	00199231	19005147	OFFICE SUPP PLANN/URBAN DEV	05/31/20	277250	36.18-
00001 OFFICE DEPOT INC	493881608001	00199231	19005148	OFFICE SUPP PLANN/URBAN DEV	05/31/20	277250	19.11-

OFFICE DEPOT INC							
Sum							70.48-
00001 OFFICE PRODUCTS PLUS	895246-0	00197476	19005034	OFFICE SUPP POLICE DEPT	05/31/20	277251	796.73-
00001 OFFICE PRODUCTS PLUS	895246-1	00197476	19005035	JANIT SUPP POLICE DEPT	05/31/20	277251	33.76-
00001 OFFICE PRODUCTS PLUS	899595-0	00198499	19005036	SANITIZER POLICE DEP COVID-19	05/31/20	277251	1,447.05-
00001 OFFICE PRODUCTS PLUS	902166-0	00199100	19005040	OFFICE SUPP ENGR DEPT	05/31/20	277251	26.17-
00001 OFFICE PRODUCTS PLUS	902705-0	00199252	19005072	OFFICE SUPP ANIMAL CONTROL	05/31/20	277251	463.92-

OFFICE PRODUCTS PLUS							
Sum							2,767.63-
00001 PANAMA PUMP COMPANY	10400	00199248	19005019	REPRS U#7526 PUBLIC WORKS	05/31/20	277252	225.00-

PANAMA PUMP COMPANY							
Sum							225.00-
00001 PARISH TRACTOR (HATTIESB 02-113356		00197947	19005131	REPR PTS U#15999 HEALTH DIV	05/31/20	277253	669.04-
00001 PARISH TRACTOR (HATTIESB 02-120688		00199031	19005132	REPR PTS U#16723/16722 HEALTH	05/31/20	277253	136.22-
00001 PARISH TRACTOR (HATTIESB 02-121846		00198868	19005196	REPRS U#16724 PUBLIC WORKS	05/31/20	277253	851.85-

PARISH TRACTOR (HATTIESB							
Sum							1,657.11-
00001 PARKER, LOIS (REFUNDS) DAMAGE DEP R 02020581	19005103			DAMAGE DEPOSIT REFUND	05/31/20	277254	225.00-
00001 PARKER, LOIS (REFUNDS) DAMAGE DEP R 02020581	19005104			DAMAGE DEPOSIT REFUND	05/31/20	277254	100.00-

PARKER, LOIS (REFUNDS)							
Sum							325.00-
00001 PEARL RIVER VALLEY EPA (5/20 GENERAL 00202016	19005145			MNTHLY 5/20 PUBLIC SERVICES	05/31/20	277257	1,309.27-

PEARL RIVER VALLEY EPA (							
Sum							1,309.27-
00001 PILEUM CORPORATION	P53798	00198614	19005095	PREPAID BLOCK OF SUPPORT TIME	05/31/20	277261	4,998.00-

PILEUM CORPORATION							
Sum							4,998.00-
00001 PINE BELT CDJR, INC (MCM 53928		00197213	19005011	REPR PTS U#20425 POLICE	05/31/20	277262	156.80-

PINE BELT CDJR, INC (MCM							
Sum							156.80-
00001 PINE BELT INDUSTRIAL SUP 4179287-01		00198247	19005205	MOWER BELTS HEALTH DIV STOCK	05/31/20	277263	93.45-

PINE BELT INDUSTRIAL SUP							
Sum							93.45-
00001 PINE BELT MENTAL HEALTHC DAMAGE DEP R 02020581	19005105			DAMAGE DEPOSIT REFUND	05/31/20	277264	505.00-

PINE BELT MENTAL HEALTHC							
Sum							505.00-

00001 PINE BELT MENTAL HEALTHC 2020-04	00199361 19005094 SRVS HEALTH COURT GRANT	05/31/20	277265	8,569.60-

PINE BELT MENTAL HEALTHC				
Sum				8,569.60-
00001 PINE BELT OIL COMPANY IN 10718799	00198782 19005115 GAS FOR P/W FUEL STATION	05/31/20	277266	3,837.84-
00001 PINE BELT OIL COMPANY IN 10725763	00198782 19005116 DIESEL FOR P/W FUEL STATION	05/31/20	277266	1,817.51-
00001 PINE BELT OIL COMPANY IN 10718243	00199286 19005124 GAS FOR P/W FUEL STATION	05/31/20	277266	6,664.70-

PINE BELT OIL COMPANY IN				
Sum				12,320.05-
00001 PINE BELT REGIONAL SOLID 100006 4/202	00199311 19005091 WASTE DISPOSAL 4/2020 SANIT	05/31/20	277267	43,711.73-

PINE BELT REGIONAL SOLID				
Sum				43,711.73-
00001 PRECISION DELTA CORP 16742	00198955 19005037 AMMUNITION P/F ACADEMY	05/31/20	277269	4,725.00-

PRECISION DELTA CORP				
Sum				4,725.00-
00001 QUALIFICATION TARGETS IN 22001391	00199383 19005193 PRACTICE TARGETS P/F ACADEMY	05/31/20	277272	564.50-
00001 QUALIFICATION TARGETS IN 22001392	00199387 19005194 FREIGHT CHARGES PO#199383	05/31/20	277272	187.55-

QUALIFICATION TARGETS IN				
Sum				752.05-
00001 RICOH CORP 33329074	00199220 19005001 COPIER 4/15-5/14 HUMAN RES	05/31/20	277276	221.67-
00001 RICOH CORP 5059467037	00199220 19005002 COPIER 4/2020 HUMAN RES	05/31/20	277276	19.71-
00001 RICOH CORP 33478747	00199381 19005117 COPIER 6/2020 LAND CODE DIV	05/31/20	277276	110.00-
00001 RICOH CORP 9028434004	00199382 19005118 COPIER 6/2020 PLANNING DIV	05/31/20	277276	232.90-
00001 RICOH CORP 33478642	00199482 19005185 COPIER 5/15-6/14 HUMAN RES	05/31/20	277276	221.87-

RICOH CORP				
Sum				806.15-
00001 RJ YOUNG COMPANY INV3662617	00199280 19005048 PLOTTER 4/17-5/16 GIS DIV	05/31/20	277277	144.22-
00001 RJ YOUNG COMPANY INV3527318	00199119 19005097 COPIER 1/10-2/09 P/F ACADEMY	05/31/20	277277	274.05-
00001 RJ YOUNG COMPANY INV3653798	00199362 19005120 COPIER 4/10-5/09 P/F ACADEMY	05/31/20	277277	446.94-
00001 RJ YOUNG COMPANY INV3597126	00199397 19005134 COPIER 2/28-3/27 COUNCIL	05/31/20	277277	113.80-
00001 RJ YOUNG COMPANY INV3637862	00199397 19005135 COPIER 3/28-4/27 COUNCIL	05/31/20	277277	75.00-
00001 RJ YOUNG COMPANY INV3662198	00199488 19005190 COPIER 4/16-5/15 MPO DIV	05/31/20	277277	174.00-
00001 RJ YOUNG COMPANY INV3670844	00199484 19005192 COPIER 4/24-5/23 POLICE ADM	05/31/20	277277	253.00-

RJ YOUNG COMPANY				
Sum				1,481.01-
00001 RJM MCQUEEN CONTRACTING 2124	00199254 19005043 STORM DRAIN REPR RUNNELS/TATM	05/31/20	277278	4,320.00-

RJM MCQUEEN CONTRACTING				
Sum				4,320.00-
00001 ROGERS, KEVIN PO#199404 5/	00199404 19005139 TITLE OPINIONS (3) LAND CODE	05/31/20	277279	750.00-

ROGERS, KEVIN				
Sum				750.00-

00001 ROSE'S QUIK STOP	PO#199203 5/	00199203 19005014 LUNCHES FIRE TEST PROCTORS	05/31/20	277280	43.99-
00001 ROSE'S QUIK STOP	PO#199240 5/	00199240 19005015 LUNCHES FIRE TEST PROCTORS	05/31/20	277280	55.95-

ROSE'S QUIK STOP					
Sum					99.94-
00001 ROTO-ROOTER	105117166	00199325 19005081 CLEAR SINK DRAIN POLICE DEPT	05/31/20	277281	212.40-

ROTO-ROOTER					
Sum					212.40-
00001 SACKS OUTDOOR SUPPLY	1186	00198717 19005009 BDU'S MAJOR SIMS POLICE	05/31/20	277282	61.98-

SACKS OUTDOOR SUPPLY					
Sum					61.98-
00001 SMITH, JIM SERVICES	90353	00199011 19005012 A/C UNIT DISPATCH OFFICE	05/31/20	277287	4,298.10-

SMITH, JIM SERVICES					
Sum					4,298.10-
00001 SOLAR SUPPLY INC	3426890	00198420 19005084 A/C REPR SUPP P/F ACADEMY	05/31/20	277289	569.99-

SOLAR SUPPLY INC					
Sum					569.99-
00001 SOUTHERN MEDICAL CARE	28776	00199495 19005217 PRE-EMP PHYSICALS 5/2020	05/31/20	277290	2,400.00-

SOUTHERN MEDICAL CARE					
Sum					2,400.00-
00001 SOUTHERN PINE ELECTRIC P 5/2 GENERAL		00202015 19005101 MNTHLY 5/20 PUBLIC SERVICES	05/31/20	277291	70.82-

SOUTHERN PINE ELECTRIC P					
Sum					70.82-
00001 SOUTHGROUP (HATTIESBURG	HATTIES-03 1	00199218 19005004 COMMERCIAL UMBRELLA 5/20-5/21	05/31/20	277294	911.63-
00001 SOUTHGROUP (HATTIESBURG	HATTIES-03 1	00199218 19005005 GENERAL LIABILITY 5/20-5/21	05/31/20	277294	868.72-

SOUTHGROUP (HATTIESBURG					
Sum					1,780.35-
00001 SPEEDY PRINTING & SIGNS	27792	00199076 19005017 STREET MARKERS TRAFFIC DEPT	05/31/20	277296	64.00-
00001 SPEEDY PRINTING & SIGNS	27798	00199166 19005018 STREET MARKERS TRAFFIC DEPT	05/31/20	277296	88.00-

SPEEDY PRINTING & SIGNS					
Sum					152.00-
00001 SPIRE ENERGY	5/20 GENERAL	00202016 19005146 MNTHLY GAS-GENERAL	05/31/20	277297	660.89-

SPIRE ENERGY					
Sum					660.89-
00001 STANDARD OFFICE SUPPLY C 09539		00196488 19005000 OFFICE SUPP M/ADM	05/31/20	277298	30.29-

STANDARD OFFICE SUPPLY C					
Sum					30.29-
00001 STAPLES	3446991967	00199232 19005033 OFFICE SUPP PLANN/LDC/U DEV	05/31/20	277299	94.99-

STAPLES					
Sum					94.99-

00001 SUN COAST BUSINESS SUPPL 1249277-0	00198918 19005074 BOND PAPER COUNCIL OFFICE	05/31/20	277300	197.68-

SUN COAST BUSINESS SUPPL				197.68-
Sum				2,500.00-
00001 SUNBELT SEALING, INC 20-016-F	00197734 19005022 VOID TESTING VFW BLDG	05/31/20	277301	-----
SUNBELT SEALING, INC				2,500.00-
Sum				324.64-
00001 TRAFFIC SAFETY WAREHOUSE 75222A	00198876 19005128 SPEED HUMPS TRAFFIC DEPT	05/31/20	277305	-----
TRAFFIC SAFETY WAREHOUSE				324.64-
Sum				107.45-
00001 ULINE 119761241	00199057 19005021 OFFICE SUPP ENGR DEPT	05/31/20	277307	-----
ULINE				107.45-
Sum				54.77-
00001 UNDERWOOD OUTDOOR POWER, 86042	00198989 19005016 LAWNMOWER BELTS #1 FIRE STA	05/31/20	277308	-----
UNDERWOOD OUTDOOR POWER,				54.77-
Sum				441.12-
00001 UNITED FENCE COMPANY 20362	00198214 19005087 FENCE BLDG MATLS CONSTR DEPT	05/31/20	277309	-----
00001 UNITED FENCE COMPANY PO#199346 5/	00199346 19005144 RPLCMNT GATE ROLLER CEMETERY	05/31/20	277309	-----
UNITED FENCE COMPANY				559.12-
Sum				337.42-
00001 VERMEER MIDSOUTH INC "c 00323072	00199324 19005143 REPR PTS U#20316 STUMP GRINDR	05/31/20	277312	-----
VERMEER MIDSOUTH INC "c				337.42-
Sum				2,622.50-
00001 W GEOTECHNICAL AND TESTI 4247	00199442 19005171 CMT SRVS PUB SAFETY COMPLEX	05/31/20	277313	-----
W GEOTECHNICAL AND TESTI				2,622.50-
Sum				185.95-
00001 WARREN PAVING INC 32136	00198728 19005152 HOT ASPHALT VARI CITY LOC	05/31/20	277318	-----
00001 WARREN PAVING INC 32182	00198728 19005153 HOT ASPHALT VARI CITY LOC	05/31/20	277318	-----
00001 WARREN PAVING INC 32202	00198728 19005154 HOT ASPHALT VARI CITY LOC	05/31/20	277318	-----
00001 WARREN PAVING INC 32305	00198728 19005155 HOT ASPHALT VARI CITY LOC	05/31/20	277318	-----
00001 WARREN PAVING INC 32358	00198728 19005156 HOT ASPHALT VARI CITY LOC	05/31/20	277318	-----
00001 WARREN PAVING INC 32517	00198728 19005157 HOT ASPHALT VARI CITY LOC	05/31/20	277318	-----
00001 WARREN PAVING INC 32523	00198728 19005158 HOT ASPHALT VARI CITY LOC	05/31/20	277318	-----
00001 WARREN PAVING INC 32535	00198728 19005159 HOT ASPHALT VARI CITY LOC	05/31/20	277318	-----
00001 WARREN PAVING INC 32543	00198728 19005160 HOT ASPHALT VARI CITY LOC	05/31/20	277318	-----
00001 WARREN PAVING INC 32812	00198728 19005161 HOT ASPHALT VARI CITY LOC	05/31/20	277318	-----
00001 WARREN PAVING INC 32817	00198728 19005162 HOT ASPHALT VARI CITY LOC	05/31/20	277318	-----
00001 WARREN PAVING INC 32827	00198728 19005163 HOT ASPHALT VARI CITY LOC	05/31/20	277318	-----
00001 WARREN PAVING INC 32887	00198728 19005164 HOT ASPHALT VARI CITY LOC	05/31/20	277318	-----
00001 WARREN PAVING INC 32949	00198728 19005165 HOT ASPHALT VARI CITY LOC	05/31/20	277318	-----

00001 WARREN PAVING INC	198885.2	00198885 19005179 PAVING 7TH STREET	05/31/20	277318	71,109.70-
00001 WARREN PAVING INC	14635 (A)	00195900 19005198 PAVING SOUTH 20TH AVENUE	05/31/20	277318	22,728.00-
00001 WARREN PAVING INC	14635 (B)	00199478 19005199 ADDL AMT DUE PO#195900	05/31/20	277318	20,355.25-

WARREN PAVING INC					
Sum					118,472.47-
00001 WASTE MANAGEMENT OF SOUT	0012117-2526	00199312 19005092 RUBBISH DISPOSAL 4/2020 SANIT	05/31/20	277321	1,402.28-

WASTE MANAGEMENT OF SOUT					
Sum					1,402.28-
00001 WHEELER'S JANITORIAL SUP	0406056	00199058 19005041 JANIT SUPP ENGR DEPT	05/31/20	277325	110.00-

WHEELER'S JANITORIAL SUP					
Sum					110.00-

Sum					1,834,521.33-

00002	CINTAS CORPORATION #J66	4048184581	00199336	19001172	MAT/SANITIZER 4/16 GRNDS MNT	05/31/20	277148	14.93-
00002	CINTAS CORPORATION #J66	4049275448	00199336	19001173	MATS/SANITIZER 4/30 GRNDS MNT	05/31/20	277148	14.93-
00002	CINTAS CORPORATION #J66	4049903725	00199336	19001174	MATS/SANITIZER 5/07 GRNDS MNT	05/31/20	277148	14.93-
00002	CINTAS CORPORATION #J66	4050498545	00199336	19001175	MATS/SANITIZER 5/14 GRNDS MNT	05/31/20	277148	14.93-
00002	CINTAS CORPORATION #J66	4048184921	00199336	19001176	UNIFORMS 4/16 GRNDS MAINT	05/31/20	277148	230.70-
00002	CINTAS CORPORATION #J66	4049275697	00199336	19001177	UNIFORMS 4/30 GRNDS MAINT	05/31/20	277148	151.25-
00002	CINTAS CORPORATION #J66	4049903905	00199336	19001178	UNIFORMS 5/07 GRNDS MAINT	05/31/20	277148	153.15-
00002	CINTAS CORPORATION #J66	4050498781	00199336	19001179	UNIFORMS 5/14 GRNDS MAINT	05/31/20	277148	160.21-

CINTAS CORPORATION #J66								
Sum								
00002	CITY OF HATTIESBURG FUND TRF 2ND PAYR	02020578	19001162	TRF 2ND PAYROLL FOR 5/20	05/19/20	20011	59,307.50-	755.03-

CITY OF HATTIESBURG FUND								
Sum								
00002	DOLEAC ELECTRIC CO INC	H23380	00199274	19001154	REPR LIGHTS TATUM PK FIELDS	05/31/20	277166	59,307.50-

DOLEAC ELECTRIC CO INC								
Sum								
00002	ECONOMY SUPPLY CO	032606	00198742	19001181	LIGHT POLE EASTSIDE PARK	05/31/20	277172	570.00-
00002	ECONOMY SUPPLY CO	033776	00199302	19001182	BLDG MATLS JC PARK BRIDGE	05/31/20	277172	86.70-
00002	ECONOMY SUPPLY CO	033817	00199337	19001183	BLDG MATLS CAMERON FIELD	05/31/20	277172	234.00-
00002	ECONOMY SUPPLY CO	033833	00199349	19001205	BLDG MATLS JAYCEE PARK	05/31/20	277172	194.30-

ECONOMY SUPPLY CO								
Sum								
00002	ELKINS WHOLESALE INC	407691 00 00	00197405	19001201	JANIT SUPP GRNDS MAINT	05/31/20	277174	203.00-
00002	ELKINS WHOLESALE INC	407691-01 00	00197405	19001202	JANIT SUPP GRNDS MAINT	05/31/20	277174	718.00-
00002	ELKINS WHOLESALE INC	407691-02	00197405	19001203	JANIT SUPP GRNDS MAINT	05/31/20	277174	649.42-

ELKINS WHOLESALE INC								
Sum								
00002	FASTENAL COMPANY	MSHAT225127	00198379	19001180	CAUTION TAPE COVID-19	05/31/20	277180	59.85-

FASTENAL COMPANY								
Sum								
00002	HATTIESBURG HYDRAULICS I	83039	00198100	19001188	REPR PTS U#9905 TRACTOR	05/31/20	277196	54.95-

HATTIESBURG HYDRAULICS I								
Sum								
00002	HAVARD PEST CONTROL INC	1591557	00020206	19001214	QTRLY SRV TATUM PARK 4/20	05/31/20	277197	74.82-
00002	HAVARD PEST CONTROL INC	1569035	00020206	19001215	QTRLY SRV 2/20 S ANTONIO	05/31/20	277197	69.00-

HAVARD PEST CONTROL INC								
Sum								
00002	IRBY, STUART C CO	S011883512.0	00198777	19001168	ELEC SUPP EASTSIDE PK LIGHTS	05/31/20	277203	139.00-

IRBY, STUART C CO								
Sum								
								224.66-

00002 LANCASTER'S MACHINE & WE 24409	00198641 19001195 DECK REPR U#19303 MOWER	05/31/20	277216	565.00-

LANCASTER'S MACHINE & WE				
Sum				565.00-
00002 MCELHANEY PLUMBING INC 284229 & 284	00199152 19001161 PLUMB SUPP FOR DOG PARK	05/31/20	277229	101.68-

MCELHANEY PLUMBING INC				
Sum				101.68-
00002 MISSISSIPPI AG COMPANY, W78440	00198222 19001189 REPRS U#3038E TRACTOR	05/31/20	277238	4,941.39-

MISSISSIPPI AG COMPANY,				
Sum				4,941.39-
00002 MS POWER COMPANY 5/20 PKS/REC	00202016 19001217 MNTHLY ELEC-PARKS & REC	05/31/20	277244	8,273.06-

MS POWER COMPANY				
Sum				8,273.06-
00002 N & H ELECTRONIC DISTRIB 205752	00199111 19001213 ZIP TIES GRNDS MAINT	05/31/20	277247	136.05-

N & H ELECTRONIC DISTRIB				
Sum				136.05-
00002 PIONEER MANUFACTURING CO INV754228	00197991 19001169 PAINT MACHINE REPR PTS	05/31/20	277268	876.25-

PIONEER MANUFACTURING CO				
Sum				876.25-
00002 PRISM PRODUCTS 118434	00197251 19001166 PICNIC TABLES CHAIN PARK	05/31/20	277270	2,687.00-

PRISM PRODUCTS				
Sum				2,687.00-
00002 SHERWIN-WILLIAMS COMPANY 4371-8 PO#19	00197732 19001184 PAINT SUPP TATUM BASEBALL	05/31/20	277285	28.82-

SHERWIN-WILLIAMS COMPANY				
Sum				28.82-
00002 SOUTHERN TIRE MART LLC (2520029453	00198000 19001190 TIRE REPR U#20234 MOWER	05/31/20	277293	98.59-
00002 SOUTHERN TIRE MART LLC (2520029531	00198099 19001191 TIRE REPR U#20745 MOWER	05/31/20	277293	98.59-
00002 SOUTHERN TIRE MART LLC (2520029313	00198099 19001192 TIRE REPR U#14980 MOWER	05/31/20	277293	3.77-
00002 SOUTHERN TIRE MART LLC (2520029995	00198099 19001193 TIRE REPR U#20419 TRAILER	05/31/20	277293	71.00-
00002 SOUTHERN TIRE MART LLC (2520030553	00198268 19001194 TIRES U#17085 MOWER	05/31/20	277293	18.50-
00002 SOUTHERN TIRE MART LLC (2520030448	00198269 19001196 TIRE REPR U#19303 MOWER	05/31/20	277293	19.95-
00002 SOUTHERN TIRE MART LLC (2520031794	00198839 19001197 OIL CHANGE U#21153 TRUCK	05/31/20	277293	29.95-

SOUTHERN TIRE MART LLC (				
Sum				340.35-
00002 SPIRE ENERGY 5/20 PKS/REC	00202016 19001212 MNTHLY GAS-PARKS & REC	05/31/20	277297	121.33-

SPIRE ENERGY				
Sum				121.33-
00002 WATER FLOW PRODUCTIONS I 11377	00199348 19001171 WTR LEAK REPR NELLWOOD PROJ	05/31/20	277323	233.82-

WATER FLOW PRODUCTIONS I				
Sum				233.82-

Sum				87,344.64-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 05/27/20

PERIOD ENDING MAY 31, 2020

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER OPERATION/MAINT.							
00009 AB SUPPORT SERVICES	010084	WTR B	00198945	19001241 JANIT SERV 5/20 WTR BILLING	05/31/20	277106	550.00-

AB SUPPORT SERVICES							
Sum							550.00-
00009 ALLBRITTON CHAIN SAW & L 71015		00199165	19001238	MOWER BLADES SEWER DEPT	05/31/20	277112	360.00-

ALLBRITTON CHAIN SAW & L							
Sum							360.00-
00009 ALLIED UNIVERSAL CORP	I1628566	00199050	19001256	CHEMICALS SOUTH LAGOON	05/31/20	277113	3,278.60-

ALLIED UNIVERSAL CORP							
Sum							3,278.60-
00009 ANOINTED HANDS SERVICES, 6554		00198953	19001244	JANIT SERV 5/20 WTR PLANT	05/31/20	277115	488.00-

ANOINTED HANDS SERVICES,							
Sum							488.00-
00009 AUTOMOTIVE GLASS SPECIAL I236717		00199296	19001268	WINDSHIELD U#15646 PLANT	05/31/20	277126	225.00-

AUTOMOTIVE GLASS SPECIAL							
Sum							225.00-
00009 BONNER ANALYTICAL TESTIN 71572		00199209	19001234	TESTS C CLUB/PARKDALE DR	05/31/20	277131	212.00-
00009 BONNER ANALYTICAL TESTIN 71593		00199295	19001243	COLIFORM TESTS VARI LOC	05/31/20	277131	318.00-
00009 BONNER ANALYTICAL TESTIN 716459		00199432	19001279	TESTING HUCKLEBERRY/SHADOWOOD	05/31/20	277131	159.00-

BONNER ANALYTICAL TESTIN							
Sum							689.00-
00009 BYRD, WADE J.	PO#199369 5/	00199369	19001263	CONSULTING FEES 5/2020 WATER	05/31/20	277137	3,000.00-

BYRD, WADE J.							
Sum							3,000.00-
00009 CARQUEST AUTO PARTS STOR 14758-141307		00199199	19001235	BATTERY U#18564 SEWER DEPT	05/31/20	277142	129.99-
00009 CARQUEST AUTO PARTS STOR 14758-141370		00199207	19001239	JETTER REPR PTS SEWER DEPT	05/31/20	277142	36.49-
00009 CARQUEST AUTO PARTS STOR 14758-141563		00199333	19001258	REPR PTS U#21416 WTR BILLING	05/31/20	277142	30.08-
00009 CARQUEST AUTO PARTS STOR 14758-141475		00199284	19001260	REPR PTS U#20046 TRANS	05/31/20	277142	131.06-

CARQUEST AUTO PARTS STOR							
Sum							327.62-
00009 CINTAS CORPORATION #J66 4049512888		00199303	19001247	UNIFORMS 5/04 WTR SERVICE MEN	05/31/20	277148	23.92-
00009 CINTAS CORPORATION #J66 4050064323		00199303	19001248	UNIFORMS 5/11 WTR SERVICE MEN	05/31/20	277148	51.92-
00009 CINTAS CORPORATION #J66 4050692393		00199303	19001249	UNIFORMS 5/18 WTR SERVICE MEN	05/31/20	277148	23.92-
00009 CINTAS CORPORATION #J66 4050692022		00199299	19001250	UNIFORMS 5/18 TRANS	05/31/20	277148	104.85-
00009 CINTAS CORPORATION #J66 4050692022		00199299	19001251	UNIFORMS 5/18 PLANT	05/31/20	277148	45.39-
00009 CINTAS CORPORATION #J66 4050692022		00199299	19001252	UNIFORMS 5/18 SEWER	05/31/20	277148	24.02-
00009 CINTAS CORPORATION #J66 4050692022		00199299	19001253	UNIFORMS 5/18 LAGOON	05/31/20	277148	19.36-
00009 CINTAS CORPORATION #J66 4050691713		00199297	19001254	MOP/MAT 5/18 PLANT	05/31/20	277148	17.10-

00009 CINTAS CORPORATION #J66	4051333573	00199436 19001281	UNIFORMS 5/26 TRANS	05/31/20	277148	158.85-
00009 CINTAS CORPORATION #J66	4051333573	00199436 19001282	UNIFORMS 5/26 PLANT	05/31/20	277148	45.39-
00009 CINTAS CORPORATION #J66	4051333573	00199436 19001283	UNIFORMS 5/26 SEWER	05/31/20	277148	61.30-
00009 CINTAS CORPORATION #J66	4051333573	00199436 19001284	UNIFORMS 5/26 LAGOON	05/31/20	277148	19.36-
00009 CINTAS CORPORATION #J66	4051333218	00199435 19001285	MOP/MAT 5/26 PLANT	05/31/20	277148	17.10-

CINTAS CORPORATION #J66						
Sum						612.48-
00009 CITY OF HATTIESBURG FUND TRF 2ND PAYR 02020578	19001255	TRF 2ND PAYROLL FOR 5/20		05/19/20	90011	108,008.50-

CITY OF HATTIESBURG FUND						
Sum						108,008.50-
00009 GARNER LUMLEY ELECTRIC S 568861		00198908 19001261	HAND TOOLS LIFTSTATION MAINT	05/31/20	277186	680.01-

GARNER LUMLEY ELECTRIC S						
Sum						680.01-
00009 HUGHES SUPPLY	S158646623.0	00199136 19001271	A/C REPR PTS WTR BILLING	05/31/20	277199	147.82-
00009 HUGHES SUPPLY	S158678990.0	00199244 19001272	A/C REPR PTS WTR BILLING	05/31/20	277199	36.42-

HUGHES SUPPLY						
Sum						184.24-
00009 IRBY, STUART C CO	S011901255.0	00199045 19001273	SECURITY LIGHT WTR BILLING	05/31/20	277203	196.90-
00009 IRBY, STUART C CO	S011900600.0	00199022 19001278	ELEC SUPP LAGOON	05/31/20	277203	163.68-

IRBY, STUART C CO						
Sum						360.58-
00009 L & A CONTRACTING CO	483-159	00199267 19001240	AERATOR MNT 4/20-5/3 LAGOONS	05/31/20	277213	37,602.50-
00009 L & A CONTRACTING CO	483-160	00199386 19001267	AERATOR MNT 5/4-17 LAGOONS	05/31/20	277213	65,650.55-

L & A CONTRACTING CO						
Sum						103,253.05-
00009 MCELHANEY PLUMBING INC	284331	00199371 19001265	PLUMB SUPP WTR PLT #2	05/31/20	277229	6.95-

MCELHANEY PLUMBING INC						
Sum						6.95-
00009 MISSION COMMUNICATIONS	1039811	00199294 19001246	ANNUAL LIFT STA MONITORING	05/31/20	277237	2,779.20-

MISSION COMMUNICATIONS						
Sum						2,779.20-
00009 MORGAN, C J INC	2020037	00199269 19001236	WTR REPR JOHNSON CONTROLS	05/31/20	277242	14,426.65-
00009 MORGAN, C J INC	2020036	00199269 19001237	WTR REPR MUSCO SKELETAL CLINC	05/31/20	277242	15,081.62-

MORGAN, C J INC						
Sum						29,508.27-
00009 MS POWER COMPANY	5/20 W&SO&M	00202016 19001293	MNTHLY ELEC-W&SO&M	05/31/20	277244	75,835.20-

MS POWER COMPANY						
Sum						75,835.20-

00009 MS RURAL WATER ASSN	30203	00199300 19001242 OPERATOR LOG BOOKS WTR DEPT	05/31/20	277245	39.39-

MS RURAL WATER ASSN					39.39-
Sum					
00009 N & H ELECTRONIC DISTRIB	205964	00199251 19001277 FLOWMETER BATTERY BACKUP SWR	05/31/20	277247	87.00-

N & H ELECTRONIC DISTRIB					87.00-
Sum					
00009 OFFICE DEPOT INC	2404692625	00199216 19001275 PRINTER TONER WTR PLANT	05/31/20	277250	576.96-
00009 OFFICE DEPOT INC	2404463877	00199200 19001276 OFFICE SUPP WTR PLT #2	05/31/20	277250	169.62-

OFFICE DEPOT INC					746.58-
Sum					
00009 PATTERSON AUTO ELECTRIC	80578	00199266 19001264 REPRS U#13803 TRANS	05/31/20	277256	840.48-
00009 PATTERSON AUTO ELECTRIC	80617	00199353 19001266 REPRS U#21382 SEWER	05/31/20	277256	808.29-

PATTERSON AUTO ELECTRIC					1,648.77-
Sum					
00009 PEARL RIVER VALLEY EPA (5/20 W&SO&M		00202016 19001269 MNTHLY 5/20 PUBLIC SERVICES	05/31/20	277257	148.00-

PEARL RIVER VALLEY EPA (					148.00-
Sum					
00009 PUCKETT RENTS	742070	00195915 19001233 TRASH PUMP REPR TRANS DEPT	05/31/20	277271	553.53-

PUCKETT RENTS					553.53-
Sum					
00009 RJ YOUNG COMPANY	INV3654168	00199360 19001257 COPIER REPR WTR BILLING	05/31/20	277277	187.50-

RJ YOUNG COMPANY					187.50-
Sum					
00009 RJM MCQUEEN CONTRACTING	2147	00199301 19001245 SWR REPRS VARI LIFT STATIONS	05/31/20	277278	171,107.75-
00009 RJM MCQUEEN CONTRACTING	2149	00199438 19001286 SWR REPR CLAIBORNE/FRANKLIN	05/31/20	277278	9,690.90-
00009 RJM MCQUEEN CONTRACTING	2150	00199438 19001287 SWR REPR JEFFERSON/S 28TH	05/31/20	277278	3,345.00-
00009 RJM MCQUEEN CONTRACTING	2151	00199438 19001288 SWR REPR HILLENDALE/MANDALAY	05/31/20	277278	17,871.50-
00009 RJM MCQUEEN CONTRACTING	2152	00199438 19001289 SWR REPR W HAVEN/PINEHAVEN	05/31/20	277278	7,726.50-
00009 RJM MCQUEEN CONTRACTING	2153	00199438 19001290 SWR REPR 40TH PLACE/CIRCLE	05/31/20	277278	6,711.00-
00009 RJM MCQUEEN CONTRACTING	2154	00199438 19001291 SWR REPR HONEYSUCKLE/RICHBRG	05/31/20	277278	10,024.24-
00009 RJM MCQUEEN CONTRACTING	2155	00199438 19001292 SWR REPR W 7TH & N 31ST	05/31/20	277278	2,218.00-

RJM MCQUEEN CONTRACTING					228,694.89-
Sum					
00009 SOUTHERN PINE ELECTRIC P 5/20 W&SO&M		00202015 19001262 MNTHLY 5/20 PUBLIC SERVICES	05/31/20	277291	605.91-

SOUTHERN PINE ELECTRIC P					605.91-
Sum					
00009 SOUTHERN PIPE & SUPPLY C 4149765-00		00199049 19001259 PVC BUSHINGS TRANS DEPT	05/31/20	277292	13.68-

SOUTHERN PIPE & SUPPLY C					13.68-
Sum					

00009 SPIRE ENERGY	5/20 W&SO&M	00202016 19001270 MNTHLY GAS-W&SO&M	05/31/20	277297	352.65-

SPIRE ENERGY					
Sum					352.65-
00009 U S POSTMASTER-BOX RENT	BOX #1897 5/	00199230 19001232 YEARLY BOX RENT WTR BILLING	05/31/20	277306	532.00-

U S POSTMASTER-BOX RENT					
Sum					532.00-
00009 UNIVERSITY TIRE & SERVIC	INV153285	00199322 19001274 TIRE U#21395 TRANS	05/31/20	277310	124.11-

UNIVERSITY TIRE & SERVIC					
Sum					124.11-
00009 WATER ENVIRONMENT FEDERA	MBRSHP DUES	00199433 19001280 MBRSH DUES ALAN HOWE	05/31/20	277322	165.00-

WATER ENVIRONMENT FEDERA					
Sum					165.00-

Sum					564,045.71-

00011 COLONY CONSTRUCTION 125	METER DEP RF 02020566 19000505	METER DEPOSIT REFUND	05/31/20	277152	37.96-

COLONY CONSTRUCTION 125					37.96-
Sum					37.96-
00011 COLONY CONSTRUCTION 127	METER DEP RF 02020566 19000506	METER DEPOSIT REFUND	05/31/20	277153	37.96-

COLONY CONSTRUCTION 127					37.96-
Sum					75.00-
00011 COLONY CONSTRUCTION 129	METER DEP RF 02020566 19000507	METER DEPOSIT REFUND	05/31/20	277154	75.00-

COLONY CONSTRUCTION 129					75.00-
Sum					75.00-
00011 COLONY CONSTRUCTION 131	METER DEP RF 02020566 19000502	METER DEPOSIT REFUND	05/31/20	277155	75.00-

COLONY CONSTRUCTION 131					75.00-
Sum					17.96-
00011 DAVIS, JESSICA	METER DEP RF 02020566 19000489	METER DEPOSIT REFUND	05/31/20	277161	17.96-

DAVIS, JESSICA					17.96-
Sum					75.00-
00011 DE LEON, CRECENCIO	METER DEP RF 02020566 19000513	METER DEPOSIT REFUND	05/31/20	277162	75.00-

DE LEON, CRECENCIO					75.00-
Sum					13.36-
00011 DEEN, TRISTA N	METER DEP RE 02020573 19000525	METER DEPOSIT REFUND	05/31/20	277163	13.36-

DEEN, TRISTA N					13.36-
Sum					20.96-
00011 EVANS, MYRON 801	METER DEP RE 02020573 19000524	METER DEPOSIT REFUND	05/31/20	277177	20.96-

EVANS, MYRON 801					20.96-
Sum					111.66-
00011 FARMERS MARKET(ROBERT ST	MTR DEP RFD 02020573 19000514	METER DEPOSIT REFUND	05/31/20	277179	111.66-

FARMERS MARKET(ROBERT ST					111.66-
Sum					75.00-
00011 FROST, ZACHARY	METER DEP RF 02020573 19000526	METER DEPOSIT REFUND	05/31/20	277185	75.00-

FROST, ZACHARY					75.00-
Sum					17.96-
00011 GATES, KAYLA	METER DEP RF 02020566 19000491	METER DEPOSIT REFUND	05/31/20	277187	17.96-

GATES, KAYLA					17.96-
Sum					711.72-
00011 GREER, TAMMY L	WTR OVRPMT R 02020567 19000481	WATER OVERPAYMENT REFUND	05/31/20	277189	711.72-

GREER, TAMMY L					711.72-
Sum					20.96-
00011 HARRIS, JEFFERY	METER DEP RE 02020573 19000523	METER DEPOSIT REFUND	05/31/20	277194	20.96-

HARRIS, JEFFERY					20.96-
Sum					20.96-

00011 HARWELL, PATRICK (DSC)	MTR DEP RFD 02020573 19000519 METER DEPOSIT REFUND	05/31/20	277195	75.00-

HARWELL, PATRICK (DSC)				
Sum				75.00-
00011 JOHNSON, LEON 107	METER DEP RF 02020566 19000501 METER DEPOSIT REFUND	05/31/20	277208	20.96-

JOHNSON, LEON 107				
Sum				20.96-
00011 L D S CHURCH	WTR OVRPMT R 02020567 19000480 WATER OVERPAYMENT REFUND	05/31/20	277214	540.84-

L D S CHURCH				
Sum				540.84-
00011 LEWIS, ANTHONY R	MTR DEP RFD 02020573 19000516 METER DEPOSIT REFUND	05/31/20	277184	20.96-

LEWIS, ANTHONY R				
Sum				20.96-
00011 LIDDELL, CAROLYN	WTR OVRPMT R 02020579 19000529 WATER OVERPAYMENT REFUND	05/31/20	277219	224.72-

LIDDELL, CAROLYN				
Sum				224.72-
00011 LOTT, CAMERON	METER DEP RF 02020566 19000509 METER DEPOSIT REFUND	05/31/20	277222	20.96-

LOTT, CAMERON				
Sum				20.96-
00011 LOWE, GLEN	METER DEP RF 02020566 19000495 METER DEPOSIT REFUND	05/31/20	277223	20.96-

LOWE, GLEN				
Sum				20.96-
00011 MADARY, MARK	METER DEP RF 02020566 19000493 METER DEPOSIT REFUND	05/31/20	277224	20.96-
00011 MADARY, MARK	METER DEP RF 02020566 19000500 METER DEPOSIT REFUND	05/31/20	277225	13.36-
00011 MADARY, MARK	METER DEP RE 02020573 19000521 METER DEPOSIT REFUND	05/31/20	277226	75.00-

MADARY, MARK				
Sum				109.32-
00011 MCFARLAND, KELLY	METER DEP RE 02020573 19000522 METER DEPOSIT REFUND	05/31/20	277231	20.96-

MCFARLAND, KELLY				
Sum				20.96-
00011 MCKORKLE, RICHARD R	METER DEP RF 02020588 19000531 METER DEPOSIT REFUND	05/31/20	277232	20.96-

MCKORKLE, RICHARD R				
Sum				20.96-
00011 MIDDLEBROOKS, CHARLES O	METER DEP RF 02020566 19000487 METER DEPOSIT REFUND	05/31/20	277236	10.36-

MIDDLEBROOKS, CHARLES O				
Sum				10.36-
00011 PENDERGRAST, MADISON	MTR DEP RFD 02020573 19000518 METER DEPOSIT REFUND	05/31/20	277258	75.00-

PENDERGRAST, MADISON				
Sum				75.00-

00011 PIER 1 IMPORTS #204	METER DEP RF 02020566 19000482 METER DEPOSIT REFUND	05/31/20	277259	25.00-

PIER 1 IMPORTS #204				25.00-
Sum				20.96-
00011 PIGEON HOLE REALTY	MTR DEP RFD 02020573 19000517 METER DEPOSIT REFUND	05/31/20	277260	20.96-

PIGEON HOLE REALTY				20.96-
Sum				75.00-
00011 RAZOR'S EDGE	METER DEP RF 02020566 19000485 METER DEPOSIT REFUND	05/31/20	277273	75.00-

RAZOR'S EDGE				75.00-
Sum				17.96-
00011 READ, LESLEY R	METER DEP RF 02020566 19000490 METER DEPOSIT REFUND	05/31/20	277274	17.96-

READ, LESLEY R				17.96-
Sum				20.96-
00011 REDD, CAROLINE	METER DEP RF 02020566 19000498 METER DEPOSIT REFUND	05/31/20	277275	20.96-

REDD, CAROLINE				20.96-
Sum				75.00-
00011 SAVAGE, KIMBERLY R	METER DEP RF 02020566 19000488 METER DEPOSIT REFUND	05/31/20	277283	75.00-

SAVAGE, KIMBERLY R				75.00-
Sum				95.96-
00011 SCHRAMM, JOHN A	METER DEP RF 02020566 19000484 METER DEPOSIT REFUND	05/31/20	277284	95.96-

SCHRAMM, JOHN A				95.96-
Sum				20.96-
00011 SMITH, THOMAS A	METER DEP RF 02020588 19000533 METER DEPOSIT REFUND	05/31/20	277288	20.96-

SMITH, THOMAS A				20.96-
Sum				5,893.92-
00011 SURPLUS WAREHOUSE	WTR OVRPMT R 02020577 19000528 WATER OVERPAYMENT REFUND	05/31/20	277302	5,893.92-

SURPLUS WAREHOUSE				5,893.92-
Sum				20.96-
00011 THOMAS, MARLO	METER DEP RF 02020566 19000497 METER DEPOSIT REFUND	05/31/20	277303	20.96-

THOMAS, MARLO				20.96-
Sum				75.00-
00011 WALKER, BLAKE A	METER DEP RF 02020566 19000512 METER DEPOSIT REFUND	05/31/20	277315	75.00-

WALKER, BLAKE A				75.00-
Sum				6.00-
00011 WARREN, CAROL	MTR DEP RFD 02020573 19000515 METER DEPOSIT REFUND	05/31/20	277319	6.00-

WARREN, CAROL				6.00-
Sum				20.96-
00011 WEST, BEVERLY D	METER DEP RF 02020566 19000508 METER DEPOSIT REFUND	05/31/20	277324	20.96-

WEST, BEVERLY D				20.96-
Sum				

00011 WINDHAM, DEBORAH	METER DEP RF 02020566 19000483	METER DEPOSIT REFUND	05/31/20	277326	20.96-
00011 WINDHAM, DEBORAH	WTR OVRPMT R 02020579 19000530	WATER OVERPAYMENT REFUND	05/31/20	277326	54.04-

WINDHAM, DEBORAH					75.00-
Sum					
00011 WINDHAM, DEBORAH K	METER DEP RF 02020566 19000492	METER DEPOSIT REFUND	05/31/20	277327	20.96-

WINDHAM, DEBORAH K					20.96-
Sum					

Sum					9,706.75-

Date - 05/27/20

Check No.	Check Amount
120005	13,122.00-
	13,122.00-
	13,122.00-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date

- 05/27/20

PERIOD ENDING MAY 31, 2020

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
POLICE FORFEITURES FUND							
00019 TOSHIBA BUSINESS SOLUTIO	5136259	00199314	19000041	COPIER 5/2020 COMM RELATIONS	05/31/20	277304	249.33-
TOSHIBA BUSINESS SOLUTIO							
Sum							249.33-
Sum							249.33-

Date - 05/27/20

Check No.	Check Amount
--------------	-----------------

Date - 05/27/20

Check No.	Check Amount
277116	18,782.35-
	18,782.35-
	18,782.35-

00073 MS POWER COMPANY	5/20 M TRANS	00202016 19000340 MNTHLY ELEC-MASS TRANSIT	05/31/20	277244	684.89-

MS POWER COMPANY					
Sum					684.89-
00073 NEEL-SCHAFFER INC	1065255	00199281 19000332 SRVS BUS STOP CONSTR 4/2020	05/31/20	277248	4,000.00-

NEEL-SCHAFFER INC					
Sum					4,000.00-
00073 NEWELL PAPER COMPANY	4082285	00199101 19000327 SPECIAL KNIT RAGS MECHANIC	05/31/20	277249	115.89-

NEWELL PAPER COMPANY					
Sum					115.89-
00073 PINE BELT CDJR, INC (MCM 507174		00199304 19000335 REPRS U#20461 JEEP	05/31/20	277262	98.45-

PINE BELT CDJR, INC (MCM					
Sum					98.45-
00073 VERIZON WIRELESS	9854266981	00199338 19000334 PARATRANSIT GPS 5/11-6/10	05/31/20	277311	142.55-

VERIZON WIRELESS					
Sum					142.55-
00073 WARING OIL CO (GULFPORT) 001860860		00199038 19000324 MOTOR OIL BUSES	05/31/20	277316	1,703.40-
00073 WARING OIL CO (GULFPORT) 001861264		00199038 19000325 DEF FOR BUSES	05/31/20	277316	387.00-

WARING OIL CO (GULFPORT)					
Sum					2,090.40-

Sum					59,577.55-

Date - 05/27/20

Check
Amount

175,685.16-

175,685.16-

136,627.24-

136,627.24-

312,312.40-

Date - 05/27/20

Check No.	Check Amount
--------------	-----------------

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date

- 05/27/20

PERIOD ENDING MAY 31, 2020

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PUBLIC SAFETY/REC CONSTRUCTION							
00088 ALBERT & MCCLESKEY ASSOC	INV 36	00199450	19000048	SRVS PUBLIC SAFETY COMPLEX	05/31/20	277111	12,801.41-
00088 ALBERT & MCCLESKEY ASSOC	INV 36.B	00199450	19000049	SRVS PUBLIC SAFETY COMPLEX	05/31/20	277111	25,770.21-

ALBERT & MCCLESKEY ASSOC	Sum						38,571.62-
00088 HANCO CORP	EST#14 PUB S	00199441	19000050	SRVS PUBLIC SAFETY COMPLEX	05/31/20	277193	769,920.82-

HANCO CORP	Sum						769,920.82-
00088 NEEL-SCHAFFER INC	1065257	00199455	19000051	SRVS HALL AVE OVERPASS PROJ	05/31/20	277248	935.89-

NEEL-SCHAFFER INC	Sum						935.89-

Sum							809,428.33-

Date - 05/27/20

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
2019 FIRE STATION CONSTRUCTION							
00095 HANCO CORP	EST#3 FIRE S	00199444	19000016	SRVS FIRE STATION #9	05/31/20	277193	108,691.14-
HANCO CORP							
Sum							108,691.14-
00095 JACK FERRILL'S HEAVY EQU	EST#3 BIG YA	00199459	19000014	SRVS BIG YANK DEMO FIRE STA#2	05/31/20	277205	38,475.00-
JACK FERRILL'S HEAVY EQU							
Sum							38,475.00-
00095 LANDRY LEWIS GERMANY ARC CN 19-3746.3	00199448	19000015	SRVS BIG YANK DEMO FIRE STA#2	05/31/20	277217		97.89-
00095 LANDRY LEWIS GERMANY ARC CN 18-3707.7	00199447	19000017	SRVS FIRE STATION #9	05/31/20	277217		1,304.30-
LANDRY LEWIS GERMANY ARC							
Sum							1,402.19-
00095 W GEOTECHNICAL AND TESTI 4244		00199443	19000018	SRVS FIRE STATION #9	05/31/20	277313	1,312.50-
W GEOTECHNICAL AND TESTI							
Sum							1,312.50-
Sum							149,880.83-

Date - 05/27/20

Check No.	Check Amount
--------------	-----------------